

AGENDA
MANDAN CITY COMMISSION
MAY 19, 2015
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

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- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the following minutes:
 - i. April 21, 2015 – Board of Equalization meeting (7 p.m.)
 - ii. May 5, 2015 – Regular Board meeting
- E. PUBLIC HEARING:
1. Consider plat and rezoning for Lakewood 8th Addition
 2. Consider an application for Property Tax Incentives for a New and Expanding Business by National Information Solutions Cooperative (see New Business No. 1)
- F. BIDS:
1. Consider bid opening results for Street Improvement District No. 199, Project 2014-28(NE Downtown Area).
 2. Consider concurrence of low bid for downtown sidewalk ADA ramp improvements as opened through the NDDOT bid opening system.
- G. CONSENT AGENDA:
1. Consider approval of monthly bills.
 2. Consider request from Mary Himmelspach, Meter Reader II, to carryover 40.74 hours of annual leave for six months.
 3. Consider approval of the following site authorizations for the Fort Abraham Lincoln Foundation from July 1, 2015 through June 30, 2016:
 - i. Midway Lanes
 - ii. Broken Oar
 - iii. Lonesome Dove
 - iv. Seven Seas
 4. Consider approval of beer garden street dance application for Buggies-n-Blues, all Class Reunion, Wild West Grill Fest and Oktoberfest all for Mandan Progress Organization.

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5. Consider approval of the following site authorizations for the Cystic Fibrosis Association of ND from July 1, 2015 through June 30, 2016:
 - i. Stage Stop
 - ii. Colonial Lounge
6. Consider Obligor Resolution for the Government Lease Contract for the Landfill Front End Loader.
7. Consider approval of MPO events' road closures consistent with past years.
8. Consider the following games of chance:
 - i. Nylee Dimeo Cancer Fund at Dacotah Centennial Park from June 1-August 21, 2015.
 - ii. Morton County 4-H Council at Morton County Court House from July 15-September 30, 2015.
9. Consider NDDOT Consent Agreement for MPO Events Road Closures.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. Consider Growth Fund Committee recommendations:
 - i. Application for Property Tax Incentives for a New and Expanding Business by National Information Solutions Cooperative (NISC)
 - ii. Application for PACE interest buy-down by NISC
 - iii. Request for an extension of the deadline for completion of a Storefront Improvement project at 112 Second Avenue NW
2. Consider funding requests from the Mandan Progress Organization Funding Committee.
3. Consider new Rules and Regulations at Mandan Union Cemetery.
4. Consider approval of Reassessment of property - Wachter Development, Inc. for 2014.
5. Water Treatment Plant Intake Study Update

J. RESOLUTIONS AND ORDINANCES:

1. Consider second consideration and final passage of ordinance 1206 renaming streets in Lakewood Commercial Park Second Replat.
2. Consider Resolution Authorizing Undertaking for Municipal Improvement Consisting of Wastewater Treatment Facility Interim Optimization Improvements.
3. Consider Resolution Authorizing the Issuance of Sewer Improvement Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A.
4. First consideration of Ordinance No. 1208 rezoning Lakewood 8th Addition

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. June 2, 2015
2. June 16, 2015
3. July 7, 2015

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.

The Mandan Board of Equalization met in regular session at 7:00 p.m. on April 21, 2015 in the Ed “Bosh” Froehlich Room at City Hall. Present were Commissioners Van Beek, Braun, Rohr, Laber and Tibke (via teleconference call). Also present were Finance Director Greg Welch, City Attorney Malcolm Brown, City Administrator Neubauer, and City Assessor Shaw.

Mayor Van Beek introduced Assessor Shirley Shaw and invited her to come forward to present the 2015 Board of Equalization Report.

Assessor Shaw presented the following 2015 Board of Equalization Report:

This 2015 annual report of the Mandan Assessing Division is a summary of the 2015 assessment roll and a review of what has occurred in terms of real estate value and appraisal activity of this division through December 2014. Procedures of assessment and appraisal are conducted under guidance from the North Dakota Tax Commissioner’s Office, the North Dakota Century Code and nationally recognized standards of mass appraisal of real property. North Dakota law requires assessors to value or appraise property at true and full value as of February 1 of each year. This amount can also be referred to as market value. Basically, it is the value most people would likely pay for a given property in its present condition. Assessors apply mass appraisal techniques. The Assessing Department is responsible for determining the true and full value of each tract of real property subject to taxation and all taxable improvements and structures located on it. The Assessing Department maintains all property records for each parcel within our jurisdiction. This condensed report is a summary of the final assessment roll. Any changes in value that the Local, County or State Boards of Equalization may make will be reflected in the final assessment.

The 2015 assessment roll total market value after exemptions is \$1,566,983,990. This is an increase from the 2014 assessment roll total of \$299,589,576 or 24%. Of this increase, new construction contributed \$85,836,200. An extensive review of existing properties indicated that an update in market values was needed to accurately reflect Mandan’s increasing market; the increase for residential properties was \$221,179,465 or 24%. To comply with North Dakota State Tax Department guidelines and the State Board of Equalization 2013 recommendation that the City of Mandan reappraise all vacant land and equalize improved commercial properties for 2014, the assessing department has continually been working on this project, and completing it for the 2015 assessment year. The review indicated that existing commercial properties saw an increase of \$93,838,953 or 36%. Vacant land values saw an increase of \$2,546,200 or 10%. Adjustments have been made on individual properties within all classes of real estate.

The City of Mandan has a total parcel count of 8,506 which is slightly down from last year due to combining several parcels into one.

The Assessing Department sent out 4,772 notices of increase this year, and of those we had several hundred phone calls, making adjustments and reassessing properties as warranted. We were able to completely convert all our parcel data from the old assessing program to our new Vanguard CAMA system.

If any property owner has a question regarding the value of their property, please print your name and best phone number to reach you at on the sign-up sheet and we will contact you within the next few weeks to review your property, and make adjustments if warranted. If adjustments are warranted we will submit the changes to the Morton County Board of Equalization at the June 2, 2015 meeting @ 5:30 pm the Morton County Courthouse.

The Assessing Department did review and reassess all commercial properties within the city, breaking it into different categories, for example, gas stations, stores, restaurants, bars, fast food services, motels, apartments, shop condos, storage facilities and so on.

The Mandan Assessing Division respectfully recommends that the assessment roll be approved as submitted. Should anyone appear before the Board to protest an assessment in the 2015 report, the Mandan Assessing Division will employ the abatement process pursuant to the State law.

True and Full Values Before Exemptions:

	2013	2014	2015
Residential	\$898,817,115	\$1,013,054,650	\$1,186,802,959
Commercial	\$336,803,585	\$ 376,996,433	\$ 471,068,476
Total	\$1,235,620,700	\$1,390,051,083	\$1,657,871,435

Please note that the difference in the Exempted values from previous years to the current 2015 year; in previous years we tried to calculate a total number for Non-Discretionary Exemptions which is hard to do as we don't have values on all those properties, so this was removed to give a more accurate number.

True and Full Values After Exemptions:

	2013	2014	2015
Residential	\$859,822,595	\$961,463,414	\$1,162,897,800
Commercial	\$253,352,356	\$305,931,000	\$ 404,086,190
Total	\$1,113,174,951	\$1,267,394,414	\$1,566,983,990

Please note that the difference in the Exempted values from previous years to the current 2015 year; in previous years we tried to calculate a total number for Non-Discretionary Exemptions which is hard to do as we don't have values on all those properties, so this was removed to give a more accurate number.

Exempted Values:

	2013	2014	2015
Residential	\$153,232,055	\$225,339,545	\$23,905,159
Commercial	\$123,644,077	\$165,137,476	\$66,982,286
Total	\$276,876,132	\$390,477,021	\$90,887,445

Please note that the difference in the Exempted values from previous years to the current 2015 year; in previous years we tried to calculate a total number for Non-Discretionary Exemptions which is hard to do as we don't have values on all those properties, so this was removed to give a more accurate number.

Non-Discretionary Exemptions: (Absolute Exemption: absolutely exempt from all process, levy or sale: NDCC 28-22-02 & 40-01-07):

- Public Hospitals
- Churches
- Cemeteries
- Nursing Homes
- Non Profit Lodges/Organizations
- Public Schools
- City/County/State owned property
- Utilities & Northern Pacific
- Total of Fully Exempt Properties: 830

Discretionary Exemptions: (Left to or regulated by one's own discretion or judgment.

Voted on & approved by City Commission as offered to the public. NDCC 57-02):

- New & Expanding Business = 22 = \$54,339,125
- Commercial Remodeling = 14 = \$3,142,718
- Residential Remodeling = 30 = \$1,312,659
- Renaissance Zone 16 Total = \$9,670,743 (2 Residential = \$170,300)
- 2 year New Home Construction = 251 = \$18,825,000
- Blind (Up to \$160,000) = 16 Total = \$2,333,600
- Wheelchair (Up to \$100,000) = 13 Total = \$1,263,600
- Total: 362
- Total Exempted: \$90,887,445

Two (2) Credits Offered Reimbursed by the State:

- Homestead Credit (251 active applicants)
- Disabled Veteran (50% or greater disabled) (104 active applicants)

New Construction Increases Breakdown 2015. These are total values that are added on the taxable valuations:

COMMERCIAL PROPERTY

LAND:	\$3,645,100
STRUCTURES:	\$47,967,100
TOTAL:	\$51,612,200

RESIDENTIAL PROPERTY

LAND:	\$3,575,100
STRUCTURES:	\$30,648,900
TOTALS:	\$34,224,000

New Construction Values

	2011	2012	2013	2014	2015
Residential	\$18,372,947	\$15,577,600	\$35,531,860	\$63,075,800	\$34,224,000
Commercial	\$4,854,700	\$13,149,000	\$21,255,200	\$31,016,740	\$51,612,200
Total	\$23,227,647	\$28,726,600	\$56,787,060	\$94,092,540	\$85,836,200

2015 Completed Exemptions/New Values Added to the City of Mandan

2 YEAR NEW HOME CONSTRUCTION EXEMPTION:

TOTAL: 120 Completed

STRUCTURAL VALUE ADDED: \$9,000,000

RENAISSANCE ZONE EXEMPTION:

TOTAL: 1 Completed

STRUCTURAL VALUE ADDED: \$86,200

NEW BUSINESS EXEMPTION:

TOTAL: 16 Completed

STRUCTURAL VALUE ADDED: \$20,854,400

City of Mandan Assessing Zones

Assessor Shaw stated that effective May 1, 2015 the City of Mandan will start a new program for reassessing a 7-year cycle of newly zoned areas. The schedule is as follows:

7 Year Cycle: with 3 Assessors:

Year 1- Zones 1 & 2 = 1,538 Parcels = 513 Parcels each (2015)

Year 2- Zones 3 & 4 = 1,118 Parcels = 373 Parcels each (2016)

Year 3- Zones 5 & 6 = 1,295 Parcels = 432 Parcels each (2017)

Year 4- Zones 7 & 8 = 1,256 Parcels = 419 Parcels each (2018)

Year 5- Zones 9 & 10 = 1,630 Parcels = 544 Parcels each (2019)

Year 6- Zones 11 & 12 = 1,835 = 612 Parcels each (2020)

Year 7- 2012-2020 New Subdivisions & New Commercial properties, every year we add new subdivisions and those are assessed in current years and would then be added to the 7 year cycle. (2021).

Assessor Shaw explained the 7-year zone cycle and who will be reassessed over the next 7 years. The zones are broken down into how many parcels there are to be assessed by three (3) assessors and how many each one will be responsible for in a certain year. She noted that the total numbers for parcels in each zone are subject to change, as parcels are always added in as we get new constructions, or deleted out as they may be combined with other parcels.

Assessor Shaw explained the City of Mandan Sales Ratio Map Area Strata for 2015:

The final Sales Ratio for Commercial is 95.9% and the final Sales Ratio for Residential is 102.2%. She stated that the City is required to be within 90%-100% of market value.

The 2.2% that we are over, those residents did not contact the City before the meeting date to have their properties reviewed and reassessed.

Assessor Shaw reviewed the City Mill Levy and indicated where Mandan sits as far as the Mill levy:

City Mill Levy Tax Year 2014

Wahpeton	118.64
Jamestown	110.22
Grand Forks	103.06
Devils Lake	97.09
Valley City	88.16
West Fargo	85.05
Minot	77.90
Mandan	75.03
Bismarck	63.10
Fargo	57.25
Dickinson	49.86
Williston	31.83
Average:	79.77

Assessor Shaw indicated that if there are questions, citizens can contact her at the City Assessor's Office at (701) 667-3232. She stated that if there are residents who wish to have their property assessed they are to sign up on the sign-up sheets that are currently being passed around. The Assessor's Office will be in touch with them.

Mayor Van Beek stated that anyone coming forward stating their property value was higher than 25%, this is a reminder that the first step is to make contact with the Assessor's Department to review and make sure all data on record is accurate. Since there are several people wishing to come forward to speak tonight, a 60-second time limit will be allowed in order to give everyone a chance to speak. He stated that before any changes can be made by the Commission Board the property owners must make contact with the Assessor's Department for a full review. Any changes made after today will be submitted to the Morton County Tax Director's Office and added to the June 2, 2015 meeting to be held at 5:30 p.m. and the County Board of Equalization will make the final rulings.

Commissioner Rohr, for clarification purposes, stated that when he got his letter indicating that his property value went up 80%. Does that mean he'll have 80% more in taxes? He contacted Assessor Shaw who explained the valuation/assessing process. In summary, he said that if a homeowner gets a certain percentage of a valuation increase notice that does not necessarily mean their taxes are going to go up by that percentage. City Finance Director Welch provided further explanation: For an existing \$225,000 residential home: according to the Board of Equalization last year the average residential home increased by 9% in value. As a result, the City decreased the mill levy by 7 mills which reflected in a zero property tax increase for that \$225,000 home. His recommendation from the Finance Department for the 2016 budget would be a revenue neutral approach. Anything above 24-25% probably will see some amount of property

tax increase but the starting point would be to have up to a 24% increase and then pay no more City taxes for next year.

Mayor Van Beek opened the floor for comments.

Frank Leingang, 2301 10th Avenue SE inquired if those properties that had a 25% or more assessment entitled to a review and those under 25% were not? He said he was told there was a computer error when he called the Assessor's Office. Assessor Shaw explained that when the information from the old program transferred over to the new program there was some data that it did not know where to put it. The transfer of data from an old program to a new program did calculate inaccurate information.

Assessor Shaw stated that anyone that calls and puts their name on a list for a review, it does not matter how big or how small your increase was or wasn't, the Assessor's Office will review your property.

Bruce Boehm, 810 1st Street NW stated that he thinks it should be clarified that the only mills you are talking about are the City mills. He stated his increase was \$44,500 which came out to 48% and he figured out that the mills would have had to have been a negative of 112 mills. He wants to make it clear that this Board only deals with City mills. He encouraged people to attend the School Board and Park Board meetings to see what they are going to do with their mills to equal this out.

Kevin Lee, 305 4th Avenue NE stated he received a 74% increase. He wants to go on record as protesting the 74% increase.

Allen Hohbein, 736 Custer Drive stated that 2 years ago he came before this Board and after an assessment on 4/29/11 the City did eventually drop the market value of his home. Since that time his property has gone up 28%. His concern is the way personal property is "somebody's opinion". If the market value of homes has gone up 9% in the last year, why isn't that the percentage used to adjust for every resident in the City as opposed to trying to reevaluate all the homes? It is an unfair tax because it is someone's opinion.

Susan Beehler said she spearheaded in Mandan to have property tax abolished because it is unfair. She said that since before 2000 the mills go down every year but the taxes do not go down. If we (homeowner's) can't afford something we have to cut back. You as elected officials are in charge of that money not just in the City but with the Parks and School Boards. Mandan has \$90 million in property that is being exempt. That is unfair to those who have lived in Mandan over 20 years and most of that is coming through the 2-year tax exemption for new homes. She thinks the policy needs to be looked at that drives this process and the residents should be communicated with in saying not mills, but in dollars.

Bob Vayda, 3904 Old Red Trail stated that he understands the process to be reassessed and he has no problem with that but he does have a problem with people's opinion.

He has 1.4 acres and he can only build on a certain part of that. But according to the assessor he has a “view”. He requested an abatement contesting the Assessor’s valuation.

Tom Schoffstall had a few general questions about the statement he received. Where it indicates “An increase in the assessment does not mean property taxes on my parcel will increase.” Is that a true statement? Are you comparing zones of the same age? Houses? He thinks he is being assessed with a lot of newer homes and he is wondering how that works?

Assessor Shaw clarified that older homes are not compared to newer homes rather like houses are always compared to like houses in the same area.

Jim Engelhardt, 1802 2nd Street NE has a problem that when Assessor Shaw provided him with a list of home sales from 2013 and 2014 and the houses on that list that sold for whatever amount, do not go up to 100% of what they sold for. The value of his house went up to \$215,000. Supposedly he can sell for that amount but a house that actually sells for that goes on the books for \$186,000. He questioned how that can happen. He said there should be a way to direct Assessor Shaw that those houses are to go on the books for that dollar amount.

Todd Miller, 205 7th Avenue SW stated that last year his house value went up by \$7,000 which is fine. He asked Assessor Shaw how they come up with that value. He said he was told that they take houses throughout the whole state, not just Mandan and come up with these values. His concern is this year his house is going up \$20,000 which he protests.

Assessor Shaw clarified that Mandan is not compared to the City of Bismarck houses or any other houses in the state. It’s only within your own City that comparisons are made. That was an incorrect statement. The houses in Mandan are only in the Mandan study.

Sheldon Geiger, 1312 3rd Street NE said that a house across the street from him sold in February for \$155,000. The City is telling him that his house now appraises for \$210,000. He questioned that stating that is a manufactured home, not a stick built.

Assessor Shaw stated that when an owner contacts the Assessing Office, you can request a printout that shows a history of the values of your property going back to the mid 90’s.

Denny Hildebrand, 511 9th Avenue SW said he had an 85% increase in the value of his house. He would like justification for that increase. He said he lived in Dickinson in the 80’s when the oil boom crashed. He had a home valued at \$175,000 and he ended up selling it for \$50,000. The economy has a big effect on what you can get for your property. He would like an explanation how a house valued at \$156,000 one year and then the next year it’s valued at \$294,000. He did not sign up because the notice said if he wanted to protest he could attend this meeting. He believes his valuation is in “error”.

Phil Keeseey, 900 11th Street SE, stated his property increase was 354½ %. He would like to have it corrected.

Frank Leingang came back again and inquired about the people who are not at the meeting? What will the City do for them? Will they get a letter to say the City is going to reassess? Mayor Van Beek said that if they call or ask to be reassessed, they will be reassessed.

Assessor Shaw stated the Assessing Office is working through assessments all the time. She stated that everyone will get a letter stating when they will be reassessed.

Leo Baumgartner, 804 Bryan Trail NW, a new resident to Mandan, said he would like to be considered the same as Walmart and be tax exempt. The last assessment on his house was \$170,000 when he moved into it and then 3 weeks later he received a notice that his house was \$242,000.

Connie Schiff, 1502 9th Ave. NW stated she plans to retire in the next 5-6 years but she is thinking that Mandan will not be a good place for her to retire. She has \$9,000 of assessments on her house and that has gone up 34% with the last notice she got. She wonders if it would be a good idea to retire in Mandan.

Mayor Van Beek stated that it is the state that requires the vacant lots and commercial lots to be assessed.

Matt Reuter, 2518 8th Avenue SE inquired how a house that sells for \$207,000 and then goes on the books for \$187,000. Assessor Shaw replied that she was not the Assessor when that data was given or involved the last time it was reappraised.

Commissioner Laber asked what happens when a home sells, the new assessed value is what that house sold for, is that correct? Assessor Shaw replied “No”, the Assessor’s Office collects sales information from the whole City and keeps track of those on a yearly basis and those numbers are pooled together. She said there are handouts available that will show residential sales. She said they take the median value from all the sales collected.

Jim Engelhardt said he asked Assessor Shaw for a list and he highlighted ones from 2013 and not one of them was up to what it sold for. Houses that are sold for a certain dollar amount should go on the books for that valuation arguing that that is the actual market value of the property.

Assessor Shaw said this is done on a mass appraisal so it is not individual house one by one, wherein one house is compared to another house.

Carl Martin from Garrison, ND came forward. He said he bought a house in Mandan in August 2013 for \$89,900. He has now been informed that house is worth \$135,600. He agrees with previous testimony given by others that the values are not accurate.

Mike Schwartzbauer, 2048 Union Loop NW said he had a question on the person assessing his house and what training do they have? He recommended that everyone be trained the same and be on the same playing field when assessing property.

Jim Weigel, who lives in Developer's West stated that his property value went up \$85,000. The value has doubled in the last 5 years. He said his house is being compared to houses 10 years newer. The comparables are not comparable and the assessments are not true market value.

Commissioner Rohr commented that the City is not the only taxing agency. The City only gets 24%. He thinks the application should be considered by the other taxing agencies that get a greater share of the taxes but the City does not want them to be involved where they don't take into consideration and overtaxing because of the values going up. He said the assessing process is based on subjectivity because with the sale of a house the buyer and the seller definitely have a lot to do with the valuation of the home.

Mayor Van Beek reminded everyone again that the first step is to make contact with the Assessor's Department to review their assessments and make sure that all data on record is accurate. So be sure to get on the list that is being routed around tonight. Any changes made after today will be submitted to the Morton County Tax Director's office and be added to the June 2nd meeting. The Morton County Board of Equalization will make the final rulings on that.

Marshall Feland complained that since he moved to Mandan he gets tax increase every year. He says he has complained to the City, the County and the State and has absolutely never received any relief, ever. He suggested that EVERYONE go to the county meeting and then go to the state meeting. It cannot be done here. The orders come from the state and that is where it will have to stop. He is definitely protesting and he will be attending all those meetings.

Commissioner Rohr extended a thank you to those who came out to this meeting and asked for everyone's patience as the City works through the assessment valuation process.

Commissioner Rohr moved to accept the 2015 City of Mandan Board of Equalization Report and assessments as determined by the City Assessor's Office as presented. Commissioner Laber seconded the motion.

Commissioner Braun reiterated that the City can make small changes but the State makes the law. He encouraged residents to voice concerns at the County and State levels. The City has dictation that comes from the State. These issues need to be presented to your legislators. Assessor Shaw said that the Tax Director's Office for Morton County can be contacted or you can contact the State Tax Commissioner's Office.

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

There being no further action to come before the Board, Commissioner Laber moved to adjourn the City Board of Equalization meeting. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The meeting adjourned at 8:05 p.m.

Shirley Shaw,
City Assessor

Arlyn Van Beek,
Mayor, Mandan Board of Equalization

The Mandan City Commission met in regular session at 5:30 p.m. on May 5, 2015 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, Laber, and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Business Development & Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim. Absent: Fire Chief Nardello.

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

C. PUBLIC COMMUNICATIONS: Mayor Van Beek invited anyone to come forward to speak for or against any items on the Agenda. A second invitation was announced. Hearing none, 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 on April 21, 2015.* Commissioner Tibke moved to approve the minutes as presented. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

G. CONSENT AGENDA

1. *Consider for approval Benefit for Laurie Bender games of chance at Mandan Eagles on May 16, 2015.*
2. *Consider approval of Site Authorization for Abate of ND at the Hideaway Bar from July 1, 2015 through June 30, 2016.*
3. *Consider approval of Law Enforcement Center Improvement Requests.*
4. *Consider approval of site authorizations for Mandan Baseball Club, Inc. from July 1, 2015 through June 30, 2016: (i) Powerhouse/501(ii) Captain Freddy’s (iii) Round Up LLC Station West*
5. *Consider for approval replat of Lot 10, Block 2 Meadow Ridge Addition.*
6. *Acting as board of adjustment, consider for approval variance to allow portion of required parking to be in boulevard at 205 3rd Ave. NE.*
7. *Consider approval of Silver Dollar Bar application for Beer Garden and Street Dance for June 6, 2015 and July 3, 2015.*
8. *Consider approval of Red Trail PTO games of chance at Red Trail Elementary on May 7, 2015.*
9. *Consider approval of site authorization for Horse Race ND at Bar M Steakhouse from July 1, 2015 through June 30, 2016.*
10. *Consider for approval WCD No. 3 to Thirkettle Corporation for the Country Side MH Park Master Meter Installation.*

Commissioner Laber moved to approve Consent Agenda Items 1 through 10 as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for Water & Sewer Improvement Project 2015-02 (Midway 14th Addition Phase II).* Planning & Engineering Director Froseth stated this plat is located north of Memorial Highway and east of 40th Avenue Southeast. The proposed utilities will only benefit the developer. Therefore, it is being paid for by the developer under a 3-way Agreement. The Letter of Credit has been received for the project. This project is an extension of Phase 1 that was completed in 2014. “Action Drive” is the name of the street within the subdivision. This is where Action Motor Sports built in 2014. This item is for the water and sewer of the 3-way Agreement. The approximate cost of this project is about \$52,000 and is to be completed by 6/30/15. This is a public right-of-way with public utilities and is a public street.

Commissioner Laber moved to approve the plans and specifications authorizing the execution of a 3-way Agreement for Water & Sewer Improvement Project 2015-02 (Midway 14th Addition Phase II). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider approving the Resolution creating district, approving Resolution approving Engineer’s Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District 198, Project 2015-03 (Midway 14th Addition Phase II).* Planning & Engineering Director Froseth indicated that this item is approving the street portion, (of the street project), for the same subdivision. This will move Action Drive into Phase 2 of the project. The developer is requesting the City allow the special assessment of the street costs to the benefiting properties for the development of Midway 14th Addition Phase II. The City staff has reviewed and approved the plans and specifications for this project. The construction cost of this project is estimated to be \$185,000 and with engineering and administration costs the total project cost is estimated to be \$251,000.

Commissioner Rohr moved to approve the Resolution creating district, approving Resolution approving Engineer’s Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District 198, Project 2015-03 (Midway 14th Addition Phase II). Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke:

Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider resolution approving plans and specifications and authorizing the execution of a 3-way agreement for Water & Sewer Improvement Project 2015-08(24th Street NW Between 6th Avenue NW and 8th Avenue NW).* Planning & Engineering Director Froseth stated this street improvement is located at 24th Street Northwest between 6th Avenue Northwest and 8th Avenue Northwest. The proposed utilities would only serve the developer of the benefiting land; and also, therefore, to be paid for by the developer under a 3-way Agreement. The Letter of Credit has been received for the project and the City Staff have reviewed and approved of the plans and specifications of the project. For the water and sewer portion of the project the cost is estimated to be \$76,000 and is to be completed by 7/15/15.

Commissioner Tibke moved to approve the resolution approving plans and specifications and authorizing the execution of a 3-way Agreement for Water & Sewer Improvement Project 2015-08(24th Street NW Between 6th Avenue NW and 8th Avenue NW). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider approving the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 200, Project No. 2015-09 (24th Street NW between 6th Avenue NW and 8th Avenue NW).* Planning & Engineering Director Froseth stated this project is located within the same subdivision discussed in the previous action with the 3-way Agreement. This request is to allow the street to be constructed between 6th Avenue Northwest and 8th Avenue Northwest. The developer is requesting that the City allow the special assessment of the street costs to the benefiting properties as presented for the development of 24th Street Northwest. The City Staff has reviewed and approved of the plans and specifications of the project. The construction cost of the project is estimated to be \$217,000 and with engineering and administration costs the total estimated cost is \$293,000.

Commissioner Braun moved to approve the Resolution creating district, approving Resolution approving Engineer's Report, approving Resolution of Plans and Specifications, approving Resolution determining sufficiency of petition, approving feasibility report and Resolution directing advertisement for bids for Street Improvement District No. 200, Project No. 2015-09 (24th Street NW between 6th Avenue NW and 8th Avenue NW). Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *Informational item. Probable near future SID requests.* Planning & Engineering Director Froseth stated that last fall at the recommendation of the City Engineer's Office,

the City Commission adopted a deadline for street improvement district projects by special assessment method to be completed in 2015. The projects' bid opening is to be by 6/1/15 in order to qualify for 2015 completion with the special assessment method. The purpose of proposing the deadline was for two main objectives: (1) Not letting projects come in late, thus increasing the chance that they needed an extension into the next year to finish construction; and (2) To get bids earlier so that the amounts are not so high causing lot assessments to be high as well. He indicated that the Engineer's Office is expecting projects in two subdivisions to request construction by special assessment method and they desire to have the streets completed by this year. He said they have missed the deadline.

The City Engineer's Office has recommendations for dealing with these requests when received: (1) Hold the deadline wherein the developer would be able to move forward with plans but the City would not guarantee project completion by the end of this construction season. The City would set a completion deadline in 2016. (2) Extend the deadline. If the City extends the bid opening deadline another month while still setting the project deadline at the end of the season, the City would run the risk of seeing projects get crunched by the end of the year. Possibly asking for time extensions into the following year. There would be risks of seeing higher bid prices thereby creating higher lot assessments. (3) Hold the deadline but allow some milestone completion dates by the end of the 2015 construction season. The City would work with the developer and their engineers to set milestone completion deadlines and dates. For example there would be a deadline for the first lift of asphalt down within at least part of the project to allow for some occupancy permits. This option would create a risk of higher bids and extension requests but not as much as compared to Option No. 2. The developers and the engineers were available to discuss and answer questions.

Mayor Van Beek stated that these guidelines were developed for certain reasons and the developers will most likely come forward in a few weeks to present their requests. Commissioner Laber commented that the real risk here is the reason why the deadline was put in place. It's to protect citizens from special assessments that are much higher than were predicted because of delays in construction or not getting them done. She believes the City would have to have assurances from the developers for completion of the projects. She indicated that she is not in favor of allowing variances. This is the first project with a deadline of 6/1/15. Commissioner Tibke recommended reaching out to the major developers to make sure they are aware of the changes of the deadlines (regarding special assessments).

6. *Consider approval of reassessment of property – Wachter Development, Inc. for 2014.* Commissioner Laber stated she had tabled this item last month due to the hectic nature of the previous April meeting. Due to the nature of this matter she requested it be tabled once more until the next meeting.

Commissioner Laber moved to table the approval of reassessment of property – Wachter Development, Inc. for 2014 until the next regularly scheduled meeting, Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner

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

J. RESOLUTIONS AND ORDINANCES:

1. *Consider second and final passage of ordinance 1203 creating PUD District 2015-1 for Volochenko Addition.* Commissioner Rohr moved to approve the second and final passage of ordinance 1203 creating PUD District 2015-1 for Volochenko Addition. Commissioner Laber seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider second and final passage of ordinance 1205 rezoning area platted as Meadowlands Addition.* Commissioner Laber moved to approve the second and final passage of ordinance 1205 rezoning area platted as Meadowlands Addition. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *First consideration of ordinance 1206 renaming streets in Lakewood Commercial Park Second Replat.* Planner Decker said that this area is across the street from the Waterpark. This is the Planned Unit Development (PUD) that was started in 2014. In platting this division out, the street names did not match up with the grid that they usually used. So it was recommended to modify the street names slightly before any of the homes will be occupied in that area. Planner Decker said that when naming streets, the developers recommend street names or there is discussion with City Staff. In this case there were questions about naming a loop street with a number to it. The City Building Official and the County Emergency Management staff then work on assigning street names.

Commissioner Laber moved to approve the First consideration of ordinance 1206 renaming streets in Lakewood Commercial Park Second Replat. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Laber: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS:

1. Mayor Van Beek extended a thank you to the more than 100 volunteers that collected over 300 bags of trash on the Second Annual Community Cleanup Day. A special thank you was extended to Amy Schmidt and the Mandan Beautification Committee and all those who donated materials and food items for the event.

There being no further actions to come before the Board of City Commissioners, Commissioner Braun moved to adjourn the meeting at 5:57 p.m. Commissioner Laber seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 18, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider plat and rezoning for Lakewood 8th Addition

STATEMENT/PURPOSE:

Current zoning is A. Proposal is to rezone to R7 and R3.2

BACKGROUND/ALTERNATIVES:

This is the continuation of a previously approved master subdivision plan. This plan generally conforms to the original concept for this area.

The original request was for a larger area. However, recent negotiations with a prospective developer reduced the area to be considered with this request. The area to the north will be submitted as a separate request.

Due to the last minute changes in the area to be considered and the need to complete a couple items specified in the conditions of approval by the Planning and Zoning Commission, the plat will be submitted for approval at the next meeting.

The recently completed Mandan Land Use and Transportation Plan recommends that this area be developed with a mix of low and medium density residential.

ATTACHMENTS:

1. Location Map
2. Draft Plat
3. Planning and Zoning staff report

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

The Planning and Zoning Commission at their April 27, 2015 meeting voted unanimously to recommend approval of this plat and rezoning.

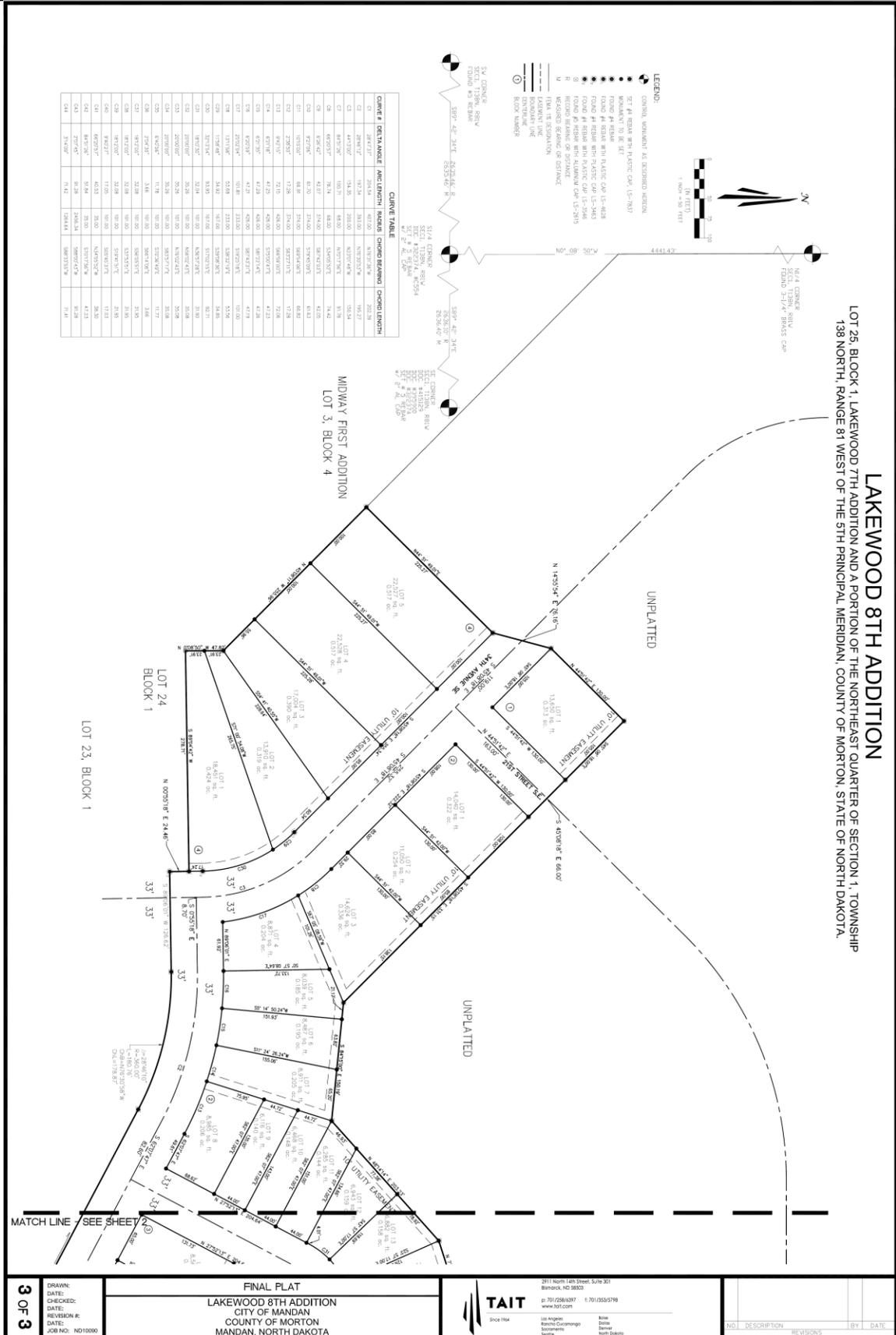
Board of City Commissioners
Agenda Documentation
Meeting Date: May 19, 2015
Subject: Plat and rezoning for Lakewood 8th Addition
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SUGGESTED ACTION:

Open public hearing

Close public hearing

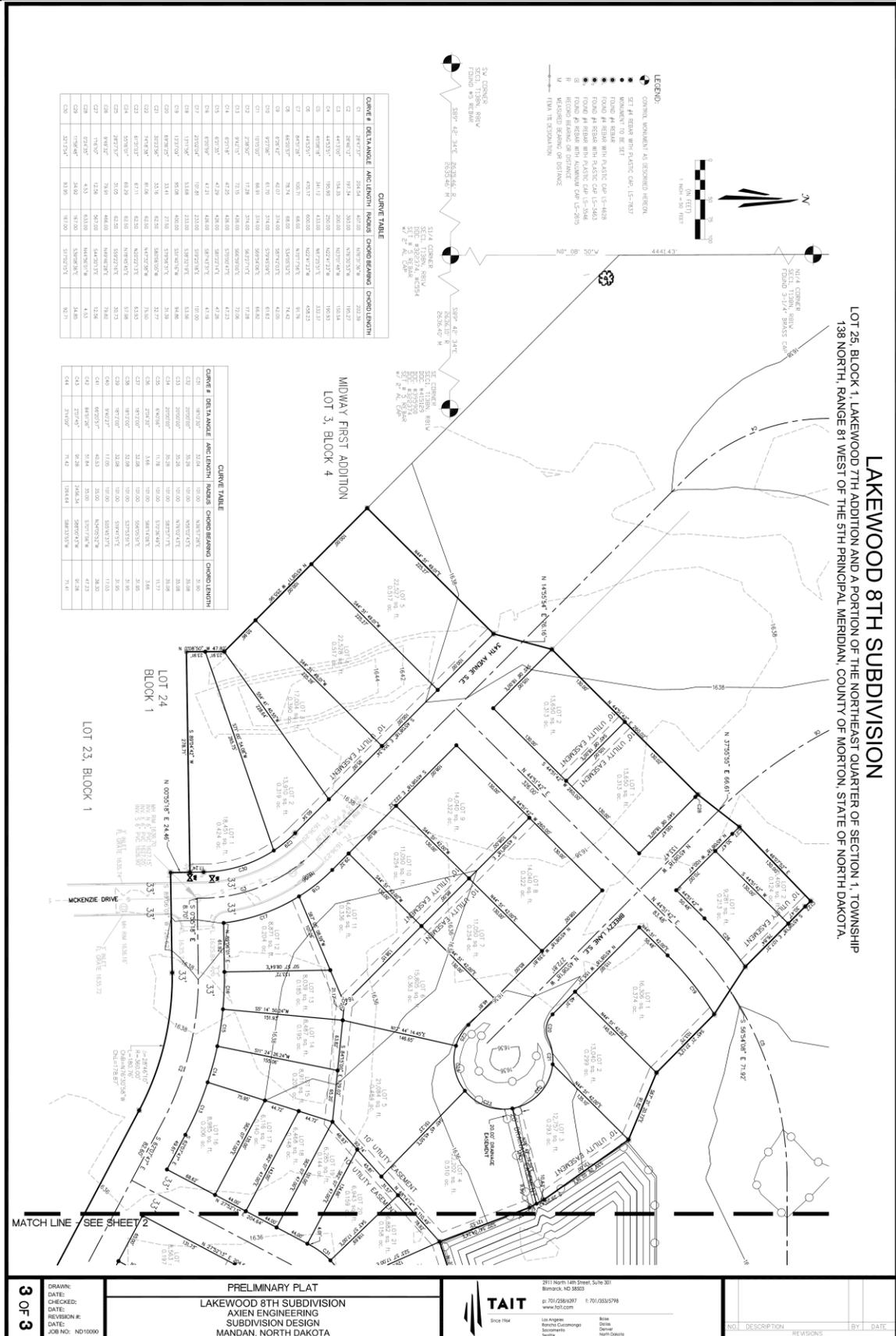
Consider Resolutions and Ordinance item 4 – Ordinance No. 1208 Lakewood 8th Rezoning

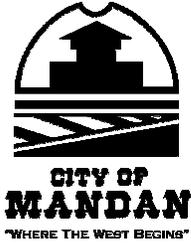


Mandan Planning and Zoning Commission Agenda Item
 For Meeting on April 27, 2015
 Mandan Engineering and Planning Office Report
Plat and Zone Change Lakewood 8th Addition
 Requested Action
Change zoning from A to R7 & R3.2

Application Details					
Applicant	Owner	Subdivision	Legal Description		
Brian Eiseman	Lee Mitzel	Lakewood	Portion of S1, T138N, R81W		
Location		Proposed Land Use	Parcel Size	Number of Lots	
West of 40 th Ave. SE & South of 19 th St. SE		Single family, multi-family & light commercial	22.1 acres	69	
Existing Land Use	Adjacent Land Uses		Current Zoning	Proposed Zoning	Adjacent Zoning
vacant	Residential & commercial		A	R7 & R3.2	A, R7, RM, CB & MA
Fees	Date Paid	Adjacent Property Notification Sent	Legal Notices Published		
\$700	3/25/2015	4/17/2015	4/17/2015 & 4/24/2015		

Project Description
<p>This is a continuation of an existing subdivision development. Due to topography, sanitary sewer improvements will be outside the boundaries of this project but within the property owned by the Developer. A future phase will be built around the sanitary sewer. This property was previously annexed into the City.</p> <p>The original request was to replat and rezone a larger area. Due to current market conditions, the area of this request was scaled back.</p> <p>Part of this request is for R3.2 zoning. The developer will be platting the area for twin homes. Each half of a structure will be on a separately defined lot.</p>
Agency & Other Department Comments
Engineering & Planning Staff Comments
Area is east of Prairie West Golf Course and south of Kist Livestock Auction.
Engineering & Planning Recommendation
<p>Staff recommends that the Planning and Zoning Commission approve the preliminary plat and rezoning. Applicant need not submit a final plat for review by Planning and Zoning unless there are significant changes. Final plat and rezoning ordinance to be considered by city commission once the following conditions have been met:</p> <ul style="list-style-type: none"> • Subdivision development agreement has been negotiated and signed by developer • Construction plans for water and sanitary sewer have been reviewed and approved by staff • Stormwater management plan has been reviewed and approved by staff.
Proposed Motion
Move to recommend approval of preliminary plat and rezoning for Lakewood 8 th Addition with the recommended conditions for approval of a final plat and adoption of a rezoning ordinance by city commission.





Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 15, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider plat and rezoning for Lakewood 8th Addition

STATEMENT/PURPOSE:

Current zoning is A. Proposal is to rezone to R7 and R3.2

BACKGROUND/ALTERNATIVES:

This is the continuation of a previously approved master subdivision plan. This plan generally conforms to the original concept for this area.

The original request was for a larger area. However, recent negotiations with a prospective developer reduced the area to be considered with this request. The area to the north will be submitted as a separate request.

Due to the last minute changes in the area to be considered and the need to complete a couple items specified in the conditions of approval by the Planning and Zoning Commission, the plat will be submitted for approval at the next meeting.

The recently completed Mandan Land Use and Transportation Plan recommends that this area be developed with a mix of low and medium density residential.

ATTACHMENTS:

1. Location Map
2. Proposed rezoning
3. Planning and Zoning staff report
4. Draft Plat

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

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

RECOMMENDATION:

The Planning and Zoning Commission at their April 27, 2015 meeting voted unanimously to recommend approval of this plat and rezoning.

Board of City Commissioners
Agenda Documentation
Meeting Date: May 19, 2015
Subject: Plat and rezoning for Lakewood 8th Addition
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SUGGESTED ACTION:

Open public hearing

Close public hearing

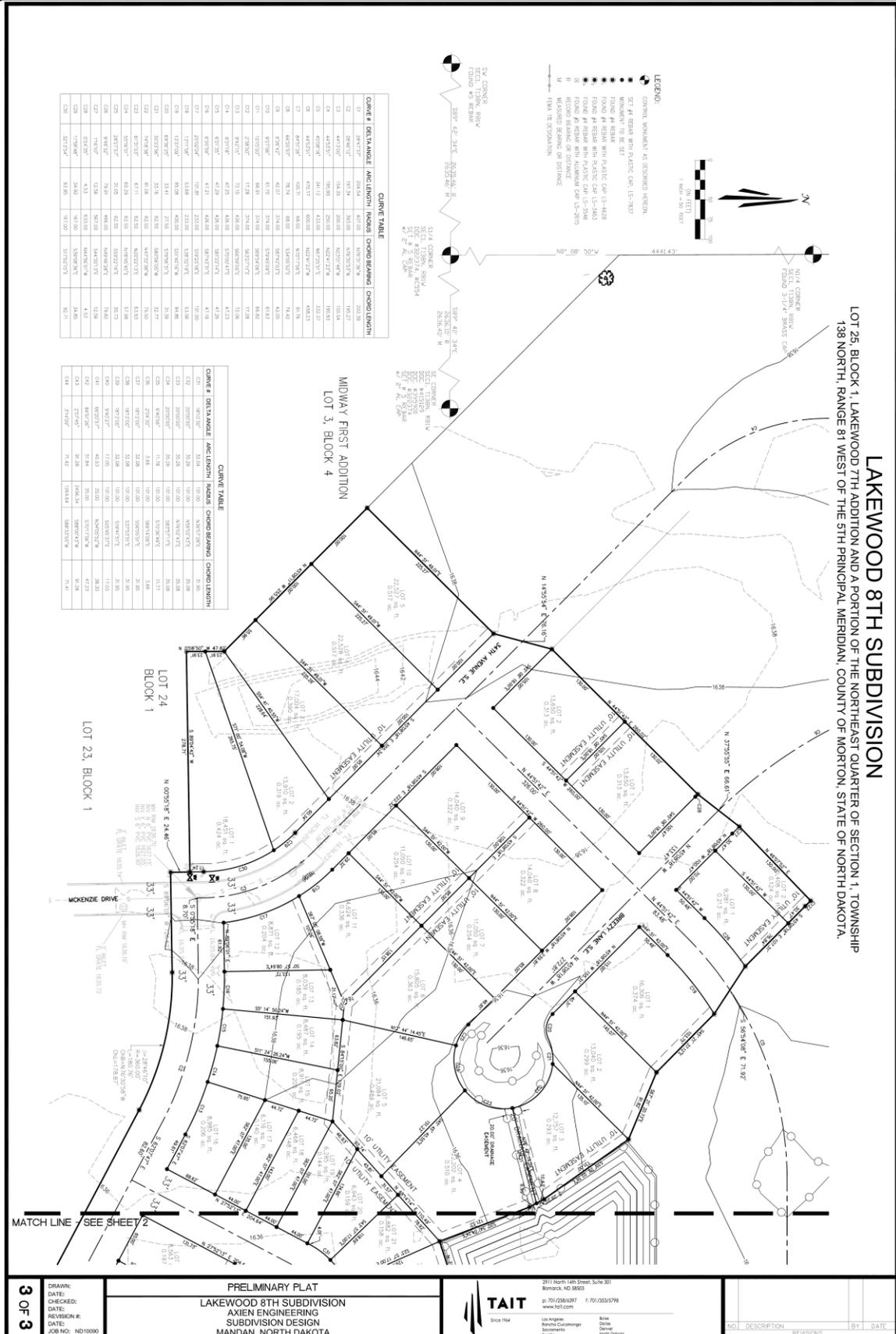
Consider Resolutions and Ordinance item 4 – Ordinance No. 1208 Lakewood 8th Rezoning

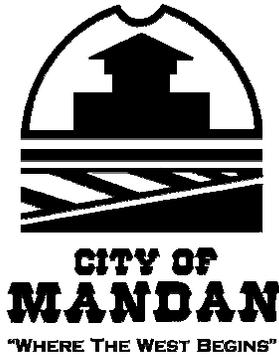
Board of City Commissioners
 Agenda Documentation
 Meeting Date: May 19, 2015
 Subject: Plat and rezoning for Lakewood 8th Addition
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Mandan Planning and Zoning Commission Agenda Item
 For Meeting on April 27, 2015
 Mandan Engineering and Planning Office Report
Plat and Zone Change Lakewood 8th Addition
 Requested Action
Change zoning from A to R7 & R3.2

Application Details					
Applicant	Owner	Subdivision	Legal Description		
Brian Eiseman	Lee Mitzel	Lakewood	Portion of S1, T138N, R81W		
Location		Proposed Land Use	Parcel Size	Number of Lots	
West of 40 th Ave. SE & South of 19 th St. SE		Single family, multi-family & light commercial	22.1 acres	69	
Existing Land Use	Adjacent Land Uses		Current Zoning	Proposed Zoning	Adjacent Zoning
vacant	Residential & commercial		A	R7 & R3.2	A, R7, RM, CB & MA
Fees	Date Paid	Adjacent Property Notification Sent	Legal Notices Published		
\$700	3/25/2015	4/17/2015	4/17/2015 & 4/24/2015		

Project Description
<p>This is a continuation of an existing subdivision development. Due to topography, sanitary sewer improvements will be outside the boundaries of this project but within the property owned by the Developer. A future phase will be built around the sanitary sewer. This property was previously annexed into the City.</p> <p>The original request was to replat and rezone a larger area. Due to current market conditions, the area of this request was scaled back.</p> <p>Part of this request is for R3.2 zoning. The developer will be platting the area for twin homes. Each half of a structure will be on a separately defined lot.</p>
Agency & Other Department Comments
Engineering & Planning Staff Comments
Area is east of Prairie West Golf Course and south of Kist Livestock Auction.
Engineering & Planning Recommendation
<p>Staff recommends that the Planning and Zoning Commission approve the preliminary plat and rezoning. Applicant need not submit a final plat for review by Planning and Zoning unless there are significant changes. Final plat and rezoning ordinance to be considered by city commission once the following conditions have been met:</p> <ul style="list-style-type: none"> • Subdivision development agreement has been negotiated and signed by developer • Construction plans for water and sanitary sewer have been reviewed and approved by staff • Stormwater management plan has been reviewed and approved by staff.
Proposed Motion
Move to recommend approval of preliminary plat and rezoning for Lakewood 8 th Addition with the recommended conditions for approval of a final plat and adoption of a rezoning ordinance by city commission.





Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 12, 2015
SUBMITTING DEPARTMENT: Business Development and Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development and Communications Director
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: MGF Recommendation Regarding NISC Property Tax Exemption Application

STATEMENT/PURPOSE: To conduct a public hearing regarding an application for property tax exemption by National Information Solutions Cooperative and to consider a recommendation by the Mandan Growth Fund (MGF) Committee regarding the requested Tier II exemption.

BACKGROUND/ALTERNATIVES: At a May 12, 2015, meeting, the MGF reviewed an application for property tax exemption by NISC. NISC is eligible under state law as a business certified as primary sector by the N.D. Department of Commerce. NISC is an information technology company that develops and supports software and hardware solutions for member-owners that are primarily utility cooperatives and telecommunications companies across the nation.

The application is for an exemption on a new office building to be constructed on NISC's Mandan campus. The building is to be two stories, 33,000 square feet, to house administrative offices, meeting rooms, common areas for employees, a dining facility and a fitness center. It will free up space elsewhere within NISC's campus to allow for continued expansion.

NISC is applying for a Tier 2 exemption under Mandan's Commercial Property Exemption Policy and Guidelines, which allows for a 100% exemption in years 1 and 2, 75% in year 3, 50% in year 4, and 25% in year 5. NISC indicates the exemption would help to offset higher construction costs in Mandan as compared if it were to further invest in expanded facilities in St. Louis, Missouri.

NISC meets the requirements as indicated in the policy for a Tier 2 exemption in that the cooperative will be adding at least three additional full-time positions by the first anniversary of certificate of occupancy on the new building and the wages for these

positions will exceed the minimum of \$9/hr, \$18,720/yr or 30% of median household income. NISC and its wholly-owned subsidiaries currently have 354 full-time employees in Mandan and 44 part-time employees. The cooperative expects to add 15 additional employees per year with an average salary of \$50,000 annually.

ATTACHMENTS: Application, primary sector certification, public notice of hearing.

FISCAL IMPACT: The estimated value of the newly constructed building is \$5,800,000. Based on the current consolidated mill levy of 314 mills for property taxes, the estimated value of an annual 100% exemption would be \$91,060. Based on the Tier 2 formula, the total estimated value of the exemption over five years is \$318,710. The actual exemption will depend on mill levies over the next five years and the actual value of the building after completion.

NISC is also applying for an interest buy-down. The MGF recommendation regarding that application will be considered as New Business No. 1ii.

STAFF IMPACT: Minimal.

LEGAL REVIEW: A legal notice of the public hearing was published in the Mandan News on April 24 and May 1, 2015. E-mail notices were also sent to Morton County, the Mandan Public School District and the Mandan Park District regarding the Growth Fund Committee meeting date for consideration of the application as well as the public hearing date.

City Attorney Malcolm Brown has reviewed the application. The applicant will need to enter into a business incentive agreement with the City of Mandan and will need to submit an annual jobs verification report for five years during the period of property tax exemption. An automatic door will also be required.

RECOMMENDATION: The MGF voted to recommend approval of a property tax exemption for NISC at its campus headquartered from 3201 Nygren Drive for years 1-2 at 100% and years 3, 4 and 5 at 75%, 50% and 25%, respectively.

SUGGESTED MOTION: I move to approve a property tax exemption for NISC for a new building to be constructed on its Mandan campus for years 1-2 at 100% and years 3, 4 and 5 at 75%, 50% and 25%, respectively.

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

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

Project Operator's Application To Mandan
City or County

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

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

This application is a public record

Identification Of Project Operator

1.	Name of project operator of new or expanding business	<u>National Information Solutions Cooperative, Inc.</u>
2.	Address of project	<u>3201 Nygren Drive, Mandan, ND 58554</u>
	City	<u>Mandan</u> County <u>Morton</u>
3.	Mailing address of project operator	<u>3201 Nygren Drive</u>
	City	<u>Mandan</u> State <u>ND</u> Zip <u>58554</u>
4.	Type of ownership of project	
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Subchapter S corporation
	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Cooperative
		<input type="checkbox"/> Individual proprietorship
		<input type="checkbox"/> Limited liability company
5.	Federal Identification No. or Social Security No.	<u>43-1879364</u>
6.	North Dakota Sales and Use Tax Permit No.	<u>162391</u>
7.	If a corporation, specify the state and date of incorporation	<u>Colorado</u>
8.	Name and title of individual to contact	<u>Tracy Porter, Chief Financial Officer or Jeff Nelson, General Counsel</u>
	Mailing address	<u>3201 Nygren Drive</u>
	City, State, Zip	<u>Mandan, ND 58554</u> Phone No. <u>701-667-6943</u>

Project Operator's Application For Tax Incentives

9.	Indicate the tax incentives applied for and terms. Be specific.	
	<input checked="" type="checkbox"/> Property Tax Exemption	<input type="checkbox"/> Payments In Lieu of Taxes
	<u>5</u> Number of years	Beginning year _____ Ending year _____
	Percent of exemption <u>100/100/75/50/25</u>	Amount of annual payments (attach schedule if payments will vary)
10.	Which of the following would better describe the project for which this application is being made:	
	<input type="checkbox"/> New business project	<input checked="" type="checkbox"/> Expansion of a existing business project

Board of City Commissioners

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Meeting Date: May 19, 2015

Subject: Public Hearing & MGF Recommendation Regarding NISC Property Tax Exemption Application

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Description of Project Property

11. Legal description of project real property
Lot 2, Block 1, Mandan Industrial Park 3rd Addition; Lots 6 and Lots 7 of Sunview Heights Morton County North Dakota

12. Will the project property be owned or leased by the project operator? Owned Leased
If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?
 Yes No
If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.

13. Will the project be located in a new structure or an existing facility? New construction Existing facility
If existing facility, when was it constructed? _____
If new construction, complete the following:
a. Estimated date of commencement of construction of the project covered by this application July/Aug 2015
b. Description of project to be constructed including size, type and quality of construction
An approximately 33,000 sq. ft. two story office building constructed on NISC's Mandan campus to accommodate current and anticipated growth.
c. Projected number of construction employees during the project construction 75-90

14. Approximate date of commencement of this project's operations Q3 2016

15. Estimated market value of the property used for this project:	16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:
a. Land \$ 28,430	a. Land (not eligible) [REDACTED]
b. Existing buildings and structures for which an exemption is claimed..... \$ 0	b. Eligible existing buildings and structures..... \$ 0
c. Newly constructed buildings and structures when completed \$ 7,600,905 <u>\$ 5,800,000</u> <u>5,802,430</u>	c. Newly constructed buildings and structures when completed..... <u>290,000</u> \$ 380,045.25
d. Total \$ 7,629,335 <u>\$ 5,830,430</u>	d. Total taxable valuation of property eligible for exemption (Add lines b and c)..... <u>290,000</u> \$ 380,045.25
e. Machinery and equipment \$ _____	e. Enter the consolidated mill rate for the appropriate taxing district <u>0.314</u>
	f. Annual amount of the tax exemption (Line d multiplied by line e) <u>\$ 91,060</u> \$ 119,334.21

- Corrected estimate to -2- exclude parking lot/site improvements. Building only. EAT

Description of Project Business

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

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

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

The new building will host our administrative offices for the Mandan Campus of NISC. See attached sheet details on the additional activities that NISC is engaged in.

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

Typical office furnishings and equipment.

20. For the project only, indicate the projected annual revenue, expense, and net income (before tax) from either the new business or the expansion itself for each year of the requested exemption.

Year (12 mo. periods)	New/Expansion Project only				
	Year 1	Year 2	Year 3	Year 4	Year 5
[All numbers are for Mandan Campus as a whole and includes NISC subsidiaries]					
Annual revenue	<u>87,217,000</u>	<u>90,297,000</u>	<u>94,741,000</u>	<u>98,551,000</u>	<u>103,240,000</u>
Annual expense	<u>84,216,000</u>	<u>88,004,000</u>	<u>92,490,000</u>	<u>96,884,000</u>	<u>101,048,000</u>
Net income	<u>3,001,000</u>	<u>2,293,000</u>	<u>2,250,000</u>	<u>1,667,000</u>	<u>2,192,000</u>

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

[All numbers are for Mandan Campus as a whole and includes NISC subsidiaries]

Year	Company-wide (before project)	New/ Expansion Project only	New/ Expansion Project only	New/ Expansion Project only	New/ Expansion Project only	New/ Expansion Project only
		Year 1	Year 2	Year 3	Year 4	Year 5
No. of Employees	(1) <u>354</u>	<u>369</u>	<u>384</u>	<u>399</u>	<u>414</u>	<u>429</u>
	(2) <u>44</u>	<u>49</u>	<u>54</u>	<u>59</u>	<u>64</u>	<u>69</u>
Estimated payroll	(1) <u>24,685,000</u>	<u>26,331,000</u>	<u>28,013,000</u>	<u>29,733,000</u>	<u>34,419,000</u>	<u>33,290,000</u>
	(2) <u>770,000</u>	<u>891,000</u>	<u>1,018,000</u>	<u>1,150,000</u>	<u>1,287,000</u>	<u>1,429,000</u>

(1) - full time
 (2) - part time

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Public Hearing & MGF Recommendation Regarding NISC Property Tax Exemption Application

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PRIVACY ACT NOTIFICATION

In compliance with the Privacy Act of 1974, disclosure of a social security number or Federal Employer Identification Number (FEIN) on this form is required under N.D.C.C. §§ 40-57.1-03, 40-57.1-07, and 57-01-15, and will be used for tax reporting, identification, and administration of North Dakota tax laws. Disclosure is mandatory. Failure to provide the social security number or FEIN may delay or prevent the processing of this form.

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

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

- | | |
|--|--|
| <input type="checkbox"/> Property Tax Exemption | <input type="checkbox"/> Payments in lieu of taxes |
| ____ Number of years | ____ Beginning year ____ Ending year |
| ____ Percent of exemption | ____ Amount of annual payments (Attach schedule if payments will vary) |

Auditor

4/15/2015

National Information Solutions Cooperative (NISC) – About Us



National Information
Solutions Cooperative™



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About Us

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National Information Solutions Cooperative (NISC) is an information technology company that develops and supports software and hardware solutions for our Member-Owners who are primarily utility cooperatives and telecommunications companies across the nation. NISC is an industry leader providing advanced, integrated IT solutions for consumer and subscriber billing, accounting, engineering and operations, as well as many other leading-edge IT solutions. At NISC, our focus is service excellence and innovative information technology solutions that enable our Member-Owners to excel in customer service, maximize diversification opportunities, and compete effectively in the changing utility and telecommunications industries. Today, more than five million consumers in 49 states, American Samoa, Palau, and Canada receive utility or telecommunications services from companies utilizing our advanced information technology systems. As a cooperative, NISC is owned by the users of our systems, our Member-Owners, providing an unparalleled working relationship and inside understanding on industry operations, changes and requirements. Our full complement of software and hardware solutions are highlighted by innovations such as:

- ▶ Internet bill payment and presentation
- ▶ Graphical and mobile mapping systems
- ▶ Activity costing systems
- ▶ Energy deregulated billing
- ▶ Telecommunications switch provisioning and many others

NISC and its subsidiaries employ more than 1,000 individuals in four cities (Lake Saint Louis, Mo., Mandan, N.D., Shawano, Wis. and Cedar Rapids, Iowa). Our staff represents a blend of seasoned professionals with in-depth knowledge of the telecommunications, energy and other utility industries along with talented technical engineers skilled in the most effective software development and delivery techniques. We are dedicated to providing quality service to our Members/Customers through unlimited phone support,

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National Information Solutions Cooperative (NISC) – About Us

online user documentation and knowledge bases, hands-on learning opportunities and site visits.

ABOUT NISC

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RECENT TWEETS

Are you in Austin for the @bbcmag Summit? If so, stop by booth 920 and learn about our solutions!
3 hours ago

RT @umary: Press conference to announce @NISC_coop capstone class at @UMaryGTSB based on book #WiredDifferently <http://t.co/yk7EjyTEEc>
1 day ago

866.999.6472

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About Us

About Capturis™

Capturis, an NISC Company, provides multi-site companies with a utility information management service that offers utility bill payment administration, utility consumption and cost tracking as well as utility information services via the internet. Capturis processes and pays your utility bills prioritized by due date. By adopting our First Due, First ThroughSM standard, Capturis achieves a higher level of on-time payments, thus reducing your late fees and the potential for disconnection of service. At Capturis, our primary concern is paying your utility bills timely and accurately...And First Due, First Through is the process that sets our service apart from the rest.

Capturis gathers the necessary energy information needed to make sound business decisions in a powerful, user-friendly database-reporting tool available online.

About NISC®

One of the most significant differences between National Information Solutions Cooperative® (NISC) and the competition is their unprecedented half a century in the software industry. This type of accomplishment only happens with companies who provide solid products and excellent customer service.

As a cooperative, NISC is owned by the users of their software. This creates a higher level of accountability and transparency. NISC takes pride in providing their Member-Owners with world-class technology solutions, while at the same time developing long-term relationships. The proof? NISC's three original customers are still customers today. NISC also greatly values their employees and provides them with a work environment that encourages work/life balance, a creative atmosphere and a life-long career path. Due to this approach, NISC has been named one of Computerworld's 100 Best Places to Work for the past 11 consecutive years. Employees show the same type of focus and care for the NISC Member-Owners as is evident with Help Desk International (HDI) naming NISC as one of the CSAT Elite Top 50 for customer service and support.

NISC believes in striving for excellence with a passion and determination that is founded on our shared values: Integrity, relationships, innovation, teamwork, empowerment and personal development. These values inspire and guide us in the manner in which NISC, as well as Capturis, conduct the business of our organizations.

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

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

Name of project operator National Information Solutions Cooperative, Inc.

Address of project 3201 Nygren Drive NW, Mandan, North Dakota 58554

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

Level of Exemption

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

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

Public Benefits

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

Board of City Commissioners

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APPLICATION FOR PROPERTY TAX INCENTIVES FOR NEW OR EXPANDING BUSINESSES

City of Mandan Supplemental Application

Page 2 of 4

Project Development

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

The project requires extensive site improvements, the estimated cost of which exceeds \$1,000,000. The project will have a significant positive economic impact on the City of Mandan. NISC is one of the largest employers in the area and this project will help NISC to continue to grow its Mandan presence and to attract and retain employees in Mandan.

Current assessed land value per square foot: \$28,430 (total land value estimate)

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

Estimated added land value (per square foot): \$7,600,905 (total estimated cost)

Estimated annual end-of-the year inventory: \$750,000 (value of inventory for the new administration building.)

Sites being considered: NISC's Lake St. Louis, MO facility.

Is this business relocating from another North Dakota site? no

If yes ...

Where is the business relocating from? _____

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

Employment

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

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

Hourly wage range by key positions or categories of positions \$50,000 average

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

Medical, dental, vision, 401k matching, life insurance, dependent life, disability. All benefits are available upon hire except 401k has

a one year waiting period. Average will vary due to selections \$10 to \$15 per hour.

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

Impact on Local Use Taxes

Estimated value of annual purchases for project location \$500,000

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

Estimated value of annual sales to be generated from project location \$87 million

Percentage of sales subject to local sales or use tax 10%

Market Context (for retail-oriented businesses only)

General retail category (check category that best applies)

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

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

Estimated consumer expenditures in city or county _____

Estimated retail sales in city of county _____

Estimated surplus or gap _____

Importance of Incentive (use a separate sheet as needed)

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

NISC has facilities in three other states, including a large facility in Lake St. Louis, MO. Construction costs are high in Western ND. Estimates for this project on a per square foot basis are significantly higher than the cost for an expansion project NISC is currently undertaking in MO. The tax incentives will help offset higher costs and make Mandan more economical for current and projected future growth. These improvements will increase the value of the property substantially resulting in higher property tax receipts for Mandan. In addition, this project will help NISC to continue to grow operations in Mandan, which provides many economic benefits to the community.

Board of City Commissioners

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APPLICATION FOR PROPERTY TAX INCENTIVES FOR NEW OR EXPANDING BUSINESSES

City of Mandan Supplemental Application

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Future Expansion Plans (use a separate sheet as needed)

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

NISC has demonstrated a tract record for growth and expansion in Mandan. NISC expects the growth to continue provided economic conditions remain competitive and anticipates additional expansions periodically in the coming years.

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

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



Signature

Vice President & General Counsel
Title

4/15/15
Date

8561, 7362, 7363

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

Notice is hereby given that the City of Mandan
(City or county governing body)

of Mandan, North Dakota, will meet at 5:30 pm
(City or county) (Time)

on May 19, 2015 at City Hall - Mandan to consider the application of
(Date) (Location)

National Information Solutions Cooperative, Inc.
(Project operator name and address)

for property tax relief on the project which the applicant will use in the operation of
Utility Information Mgmt Service - Administrative Office
(Type of business)

at 3201 Nygren Drive, Mandan, ND 58554
(Address)

Lot 2, Block 1, Mandan Industrial Park 3rd Addn & Lots 7 of Sunview Heights
(Legal description)

Any competitor of that applicant may appear and be heard by the City of Mandan
(City or county governing body)

at the time and place designated herein. A competitor may provide written comments to the governing
body before the scheduled hearing.

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

Board of City Commissioners
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Community Services Economic Development & Finance **Trade** Workforce Development

January 23, 2012

Joan Ternes
National Information Solutions Cooperative
3201 Nygren Dr
Mandan ND 58554

Dear Joan:

Thank you for your application for primary-sector certification by the North Dakota Department of Commerce, Economic Development & Finance Division. We have reviewed your application and determined that ED&F can certify your company, **National Information Solutions Cooperative** as primary sector and a new wealth creator in the economy of North Dakota. This certification is valid for **four years** from today's date (expires 1/23/2016).

Most of North Dakota's economic development programs, tools and incentives are targeted toward primary-sector clients. You may be requested to provide a copy of this primary-sector certification letter when you apply for certain economic development incentive and funding programs.

This certification does not guarantee the receipt of any North Dakota business incentive. For example, there are additional qualification criteria for the Seed Capital Investment and Agricultural Business Investment personal income tax credits and it is critical that investments **NOT** be made prior to the business receiving certification for these two credits. If you are pursuing certification for investment tax credits and need to know the criteria required for qualification, contact Leigh Ann Huether at (701) 328-5336.

This certification is not the application process for the North Dakota New Jobs Training Program administered by Job Service North Dakota. To apply for the North Dakota New Jobs Training Program, you must contact Job Service North Dakota for the required application forms. Application forms for other programs that require primary sector certification are available from the agency administering the program.

Also, companies and individuals pursuing the investment tax credit incentive are reminded there is a cap on available dollars. Please visit with the ND Office of the Tax Commissioner regarding the remaining balance for investment tax credits. The credits are available on a first-come-first-serve basis until the law-defined cap is met.

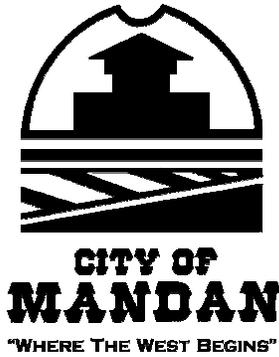
North Dakota appreciates your contribution to the citizens and economy of our state. If there is anything further we can do to assist your company, please contact us at 701-328-5300.

Sincerely,

Paul J. Lucy
Director, ED&F Division

"We lead North Dakota's efforts to attract, retain and expand wealth."

1600 E. Century Avenue, Suite 2 • P.O. Box 2057 • Bismarck, ND 58502-2057
Phone: 701-328-5300 • 1-866-4DAKOTA • Fax: 701-328-5320 • www.ndcommerce.com
Relay North Dakota: 1-800-366-6888 TTY • 1-800-366-6889 Voice



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 14, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider bids for Street Improvement District No. 199, Project 2014-28(NE Downtown Area).

STATEMENT/PURPOSE: This is a review of bids for Street Improvement District No. 199, Project 2014-28 (NE Downtown Area).

BACKGROUND/ALTERNATIVES: We received two bids on May 14 for the project from Mariner Construction and Northern Improvement Company. Northern Improvement Company was the low bidder. The bid amount was \$3,513,389.40. The Engineer's estimate was \$2,373,801.10. The bid is 48% higher than the engineer's estimate.

In addition to the bid amount being alarmingly higher than the estimate, it is also an amount more than 40% over the engineers estimate. Per NDCC rules of constructing a project by special assessment method, the city must reject a bid amount of 40% over the estimate.

We have scheduled meetings with the bidders and our consulting engineer, Stantec, to understand why the bid amount was so much higher than the estimate. We are hopeful that these meetings will help us to address the problems and be able to rebid soon.

ATTACHMENTS:

1. Bid Tabulation
2. District Map

FISCAL IMPACT:

STAFF IMPACT: Minimal

Board of City Commissioners

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Subject: Consider bids for Street Improvement District No. 199, Project 2014-28(NE
Downtown Area).

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

RECOMMENDATION: We would recommend rejecting the project.

SUGGESTED MOTION: Move to reject the bids for Street Improvement District 199
Project 2014-28 (NE Downtown Area).

Board of City Commissioners
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 Subject: Consider bids for Street Improvement District No. 199, Project 2014-28(NE
 Downtown Area).
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Project Name: **Downtown Street Improvement District #199**
 Client Project No.: **2014-28**
 Bid Opening: **Thursday, May 14, 2015**
 at: **11:00 A.M.**
 Project Manager: **Kath R. Yopp, P.E.**
 Registration No.: **PE-4199**
 I hereby certify that this is an exact reproduction of bids received.
 Project No.: **193802095**
 Owner: **City of Brandon**



Item Num	Item	Units	Qty	Engineer's Estimate		Bidder No. 1 Northern Improvement Co.		Bidder No. 2 Mariner Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid									
1	REMOVE SEWER PIPE (SANITARY)	LIN FT	36	30	\$ 1,080.00	\$50.60	\$1,821.60	\$49.00	\$1,764.00
2	REMOVE MANHOLE (SANITARY)	EACH	1	1000	\$ 1,000.00	\$9,200.00	\$9,200.00	\$9,000.00	\$9,200.00
3	REMOVE CURB AND GUTTER	LIN FT	1590	15	\$23,850.00	\$7.80	\$12,402.00	\$9.00	\$14,310.00
4	REMOVE CONCRETE WALK	SQ YD	1099	10	\$10,990.00	\$23.30	\$25,606.70	\$23.35	\$25,661.65
5	REMOVE CONCRETE PAVEMENT	SQ YD	70	25	\$1,750.00	\$3.50	\$1,631.00	\$3.50	\$1,634.50
6	REMOVE BITUMINOUS PAVEMENT	SQ YD	47549	4.5	\$21,970.50	\$4.10	\$16,642.10	\$6.00	\$28,529.40
7	SAWING BITUMINOUS PAVEMENT	LIN FT	1471	5	\$7,355.00	\$231.20	\$9,941.60	\$450.00	\$13,974.50
8	ADJUST VALVE BOX	EACH	43	250	\$10,750.00	\$523.30	\$18,315.50	\$850.00	\$19,350.00
9	ADJUST FRAME & RING CASTING	EACH	35	400	\$14,000.00	\$3.70	\$27,590.90	\$6.54	\$29,750.00
10	MILL BITUMINOUS SURFACE	SQ YD	7457	2	\$4,914.00	\$17.80	\$274,387.00	\$26.54	\$487,687.78
11	UNCLASSIFIED EXCAVATION	CU YD	15415	16	\$246,640.00	\$30.00	\$635,910.00	\$43.00	\$711,471.00
12	TOPSOIL BORROW (LV)	CU YD	137	30	\$4,110.00	\$71.50	\$9,795.50	\$55.60	\$16,717.20
13	STABILIZED GRAVEL BASE (CLASS 5)	TON	21197	29	\$61,713.00	\$28.50	\$6,925.50	\$0.01	\$2.43
14	SAND BASE	TON	243	20	\$4,860.00	\$28.50	\$6,925.50	\$0.01	\$2.43
15	AC SURFACE (NON-WEAR)	TON	5518	84	\$463,512.00	\$128.80	\$710,718.40	\$102.00	\$552,836.00
16	AC SURFACE (WEAR)	TON	5197	85	\$41,745.00	\$128.80	\$669,373.60	\$102.00	\$530,094.00
17	TACK COAT	GALLON	2750	2.5	\$6,875.00	\$2.60	\$7,150.00	\$3.50	\$9,625.00
18	BITUMINOUS SEAL COAT	SQ YD	39303	2.25	\$8,431.75	\$23.90	\$113,978.70	\$2.50	\$98,257.50
19	BLOTTER SAND	TON	30	60	\$1,800.00	\$23.00	\$690.00	\$60.00	\$1,800.00
20	4" CONCRETE WALK	SQ FT	7151	5.5	\$39,330.50	\$6.00	\$42,906.00	\$6.60	\$47,196.60
21	TRUNCATED DOWNS	SQ FT	8	60	\$480.00	\$23.00	\$1,840.00	\$109.00	\$872.00
22	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	108	26	\$2,808.00	\$30.80	\$3,326.40	\$36.70	\$3,963.60
23	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	1483	28	\$41,524.00	\$28.80	\$42,710.40	\$36.70	\$54,426.10
24	8" CONCRETE VALLEY GUTTER	SQ YD	54	100	\$5,400.00	\$118.50	\$6,399.00	\$100.00	\$5,400.00
25	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	2385	7	\$16,695.00	\$72.70	\$173,389.50	\$75.60	\$180,306.00
26	8" PVC SANITARY SEWER PIPE, SDR 35, 8'-13" DEEP	LF	36	50	\$1,800.00	\$172.50	\$6,210.00	\$167.00	\$6,012.00
27	CONSTRUCT SANITARY MANHOLE	EACH	1	3000	\$3,000.00	\$81,075.00	\$81,075.00	\$28,100.00	\$28,100.00
28	SANITARY MANHOLE OVERDEPTH	LF	4.75	150	\$712.50	\$345.00	\$1,638.75	\$5.30	\$25.18
29	CONSTRUCT 8" OUTSIDE DROP	EACH	1	1500	\$1,500.00	\$4,600.00	\$4,600.00	\$4,500.00	\$4,500.00
30	8" EXCESS DROP CONNECTION DEPTH	LF	2.15	75	\$1,612.50	\$115.00	\$247.25	\$115.00	\$247.25
31	CONNECT TO EXISTING SANITARY SEWER	EACH	4	800	\$3,200.00	\$1,725.00	\$6,900.00	\$1,700.00	\$6,800.00
32	SODDING TYPE LAWN	SQ YD	824	6	\$4,944.00	\$23.00	\$18,952.00	\$47.85	\$39,428.40
33	WATERING	M GAL	10	200	\$2,000.00	\$115.00	\$1,150.00	\$100.00	\$1,000.00
34	FILTER LOG TYPE STRAW BIOROLL	LIN FT	393	20	\$7,860.00	\$8.70	\$3,419.10	\$8.00	\$3,144.00
35	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	6	1000	\$6,000.00	\$2,096.00	\$12,576.00	\$8,000.00	\$48,000.00
36	CONCRETE WASHOUT SYSTEM	LS	1200	1	\$1,200.00	\$3,775.00	\$3,775.00	\$17,000.00	\$17,000.00
37	STORM DRAIN INLET PROTECTION	EACH	45	400	\$18,000.00	\$57.80	\$2,601.00	\$200.00	\$9,000.00
38	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	15	140	\$2,100.00	\$161.00	\$24,150.00	\$160.00	\$24,000.00
39	TRAFFIC CONTROL	LUMP SUM	1	20000	\$20,000.00	\$385,018.20	\$385,018.20	\$70,525.00	\$70,525.00
40	PAVEMENT MARKING PAINTED - 4-INCH LINE	LIN FT	1198	0.8	\$958.40	\$0.30	\$359.40	\$2.00	\$2,396.00
41	PAVEMENT MARKING PAINTED - 8-INCH LINE	LIN FT	495	8	\$3,960.00	\$0.90	\$445.50	\$4.00	\$1,980.00
42	PAVEMENT MARKING PAINTED - 24-INCH LINE	LIN FT	131	25	\$3,275.00	\$5.80	\$759.80	\$7.00	\$917.00
43	PAVEMENT MARKING PAINTED - 36-INCH LINE	LIN FT	210	30	\$6,300.00	\$5.80	\$1,218.00	\$9.00	\$1,890.00

BT-1

193802095-001-P&I-20150526-08

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Consider bids for Street Improvement District No. 199, Project 2014-28(NE Downtown Area).

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BID TABULATION				Engineer's Estimate		Bidder No. 1 Northern Improvement Co.		Bidder No. 2 Mariner Construction	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
44	PAVEMENT MARKING PAINTED - MESSAGE	SQ FT	38	10 \$	380.00	\$5.80	\$220.40	\$9.00	\$342.00
45	SHORT-TERM - 4-INCH LINE PAINTED	LN FT	1198	0.4 \$	479.20	\$0.30	\$359.40	\$1.00	\$1,198.00
46	SHORT-TERM - 8-INCH LINE PAINTED	LN FT	495	5 \$	2,475.00	\$0.90	\$445.50	\$2.00	\$990.00
47	SHORT-TERM - 24-INCH LINE PAINTED	LN FT	131	12 \$	1,572.00	\$5.80	\$759.80	\$3.00	\$393.00
48	SHORT-TERM - 36-INCH LINE PAINTED	LN FT	210	15 \$	3,150.00	\$5.80	\$1,218.00	\$4.00	\$840.00
49	SHORT-TERM - MESSAGE PAINTED	SQ FT	38	5 \$	190.00	\$5.80	\$220.40	\$4.00	\$152.00
				TOTAL BASE BID \$	2,373,801.10		\$3,513,389.40		\$3,519,152.19
				Phone	Mariner Construction				
				Fax	1771 W. Cavely Dr				
				Signed By:	Bismarck, ND 58504				
				Title:	701-233-6695				
				Bid Security:	701-234-0937				
				Address Acknowledged:	Bradley A. Ballauber				
					President				
					Y				
					Y				
					Y				

Board of City Commissioners

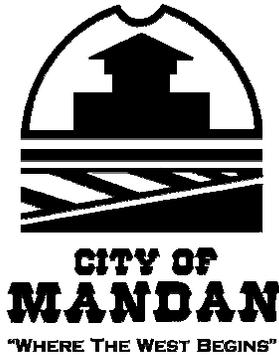
Agenda Documentation

Meeting Date: May 19, 2015

Subject: Consider bids for Street Improvement District No. 199, Project 2014-28(NE Downtown Area).

Page 5 of 5





Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 15, 2015
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Concurrence with DOT to Award Main Street
 ADA Curb Ramp Improvements

STATEMENT/PURPOSE: Review and possible approval of low bid submitted by Ti-Zack Concrete for Main Street ADA Curb Ramp Improvements.

BACKGROUND/ALTERNATIVES: On May 8th, bids were opened for the Main Street ADA Curb Ramp Improvements project through the DOT bid system. Two bids were received. The low bid came from Ti-Zack Concrete with a bid amount of \$375,858.50. This amount is about 11.7% higher than the engineer's estimate of \$336,471.25. The city is responsible for a 10% cost share in this project. After engineering, administration, and contingency the estimated city share would be \$58,350.40.

The DOT has indicated their acceptance of this low bid and would like to award the project contingent upon the concurrence of the city. This project would improve sidewalk ramps from 10th Avenue West to Collins Avenue with construction to take place in 2015. There is currently a project in planning to improve the ramps from Collins to the east along Main Street next year.

ATTACHMENTS:

- 1) Bid Opening Results
- 2) DOT concurrence request letter with itemized cost specifics

FISCAL IMPACT: The city's share of construction, based on low bid, is estimated to be \$58,350.40. The city's local cost share would be met with city sales tax funds.

STAFF IMPACT: Minimal

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

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Concurrence with DOT to Award Main Street ADA Curb Ramp Improvements

Page 2 of 7

RECOMMENDATION: Approve concurrence with the DOTs intent to award the project to the low bidder, Tri-Zack Concrete.

SUGGESTED MOTION: I move to concur with the DOTs intent to award the project to the low bidder, Tri-Zack Concrete.

Board of City Commissioners
 Agenda Documentation

Meeting Date: May 19, 2015

Subject: Concurrence with DOT to Award Main Street ADA Curb Ramp Improvements

Page 3 of 7

Proposal	Description	Bidder ID	Bidder Name	Address	Is Public	DBE	Bid Amount	Alt or Opt Bid Limitation	
NDDOT Apparent Bids									
060 - 20150508060	ADA CURB RAMP IMPROVEMENTS	180	STRATA CORPORATION	BISMARCK, ND 58502-1451 PO BOX 13500 GRAND FORKS, ND 58208-3500	Yes	0.00%	\$288,645.00		
9048			ENGINEERS ESTIMATE	607 E BOULEVARD AVE BISMARCK, ND 58505-0606	Yes	0.00%	\$336,471.25		
8281			TI-ZACK CONCRETE INC	39352 221ST AVE LE CENTER, MN 56057-4131	Yes	7.52%	\$375,858.50		
7920			EHC LLC	PO BOX 196 DEAVER, WY 82421-0196	Yes	0.00%	\$430,554.75		
065 - 20150508065	FULL DEPTH RECLAMATION; GRADING; HMA; PCCP ROUNDABOUT; BOX EXTENSION; AND LIGHTING	140	NORTHERN IMPROVEMENT COMPANY	PO BOX 2846 FARGO, ND 58108-2846	Yes	0.00%	\$9,250,541.89		
1113			KNIFE RIVER CORPORATION - NORTH CENTRAL	4787 SHADOWWOOD DR NE SAUK RAPIDS, MN 56379-9431	Yes	0.14%	\$9,385,901.76		
212			GRATECH COMPANY LLC	8201 282ND ST NW BERTHOLD, ND 58718-9602	Yes	0.00%	\$9,460,422.76		
159			CENTRAL SPECIALTIES INC	6325 COUNTY ROAD 87 SW ALEXANDRIA, MN 56308-5361	Yes	0.00%	\$10,075,142.66		
305			PARK CONSTRUCTION COMPANY	1481 81ST AVE NE MINNEAPOLIS, MN 55432-2111	Yes	0.25%	\$10,980,932.92		
9048			ENGINEERS ESTIMATE	607 E BOULEVARD AVE BISMARCK, ND 58505-0606	Yes	0.00%	\$11,477,065.72		

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Concurrence with DOT to Award Main Street ADA Curb Ramp Improvements

Page 4 of 7



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

May 11, 2015

Mr. James Neubauer
City Administrator
205 2nd Avenue NW
Mandan, ND 58554

PROJECT: SS-9-999(306), PCN 20268 – MANDAN MAIN STREET FROM 10TH AVENUE
NW TO COLLINS AVENUE

Bids for the construction on the above noted project were taken at our bid opening of May 8, 2015. A copy of the Contract Detail Estimate is enclosed.

The low bid for ADA Curb Ramp Improvements was submitted by Ti-Zack Concrete of Le Center, MN in the amount of \$375,858.50. According to the agreement with the City of Mandan, the City's share is estimated to be \$58,350.40.

Before we can award to the low bidder, we need the City of Mandan to **concur**, in writing, in the estimated amount by May 20, 2015, if possible.

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

A handwritten signature in black ink, appearing to read "Cal J. Gendreau".

CAL J. GENDREAU, P.E. - CONSTRUCTION SERVICES ENGINEER

80/cjg/lp
Enclosure

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Concurrence with DOT to Award Main Street ADA Curb Ramp Improvements

Page 5 of 7

5/11/2015

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 1 of 3

North Dakota **FEDERAL AID**

Bid Opening Date: **5/8/2015**

Project Number: **SS-9-999(306)**

PCN: **20268**

Job Number: **60**

English/Metric: **ENGLISH**

Contract with **TI-ZACK CONCRETE INC LE CENTER, MN**

Signed Date:

County(s): **MORTON**

Location: **MANDAN MAIN STREET FROM 10TH AVENUE NW TO COLLINS AVENUE**

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Concurrence with DOT to Award Main Street ADA Curb Ramp Improvements

Page 6 of 7

5/11/2015

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 2 of 3

North Dakota **FEDERAL AID**

Bid Opening Date: **5/8/2015**

Project Number: **SS-9-999(306)**

PCN: **20268**

Job Number: **60**

English/Metric: **ENGLISH**

Roadway: **URBAN**

STA 102+65 TO STA 141+61

Type: **ADA CURB RAMP IMPROVEMENTS**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	\$2,000.00	\$2,000.00
202	0112	REMOVAL OF CONCRETE	1,082.000	SY	\$25.00	\$27,050.00
202	0119	SAW CONCRETE	1,175.000	LF	\$5.00	\$5,875.00
202	0131	REMOVAL OF CURB-TYPE 1	1,089.000	LF	\$7.00	\$7,623.00
202	0135	REMOVAL OF BITUMINOUS SURFACING	1.000	TON	\$200.00	\$200.00
202	0153	SAW BITUMINOUS SURFACING-FULL DEPTH	23.000	LF	\$10.00	\$230.00
203	0109	TOPSOIL	39.000	CY	\$52.00	\$2,028.00
216	0100	WATER	5.000	M GAL	\$100.00	\$500.00
252	0100	SOD	236.000	SY	\$12.00	\$2,832.00
261	0106	FIBER ROLLS 6IN	1,052.000	LF	\$2.00	\$2,104.00
261	0107	REMOVE FIBER ROLLS 6IN	526.000	LF	\$1.00	\$526.00
302	0100	SALVAGED BASE COURSE	225.000	TON	\$30.00	\$6,750.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	7.000	TON	\$315.00	\$2,205.00
702	0100	MOBILIZATION	1.000	L SUM	\$37,000.00	\$37,000.00
704	0100	FLAGGING	500.000	MHR	\$1.00	\$500.00
704	1000	TRAFFIC CONTROL SIGNS	4,758.000	UNIT	\$2.00	\$9,516.00
704	1052	TYPE III BARRICADE	20.000	EA	\$150.00	\$3,000.00
704	1060	DELINEATOR DRUMS	210.000	EA	\$30.00	\$6,300.00
704	1087	SEQUENCING ARROW PANEL-TYPE C	5.000	EA	\$1,300.00	\$6,500.00
704	1500	OBLITERATION OF PAVEMENT MARKING	1,636.000	SF	\$4.00	\$6,544.00
708	1540	INLET PROTECTION-SPECIAL	21.000	EA	\$21.00	\$441.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	21.000	EA	\$30.00	\$630.00
722	6140	ADJUST GATE VALVE BOX	10.000	EA	\$150.00	\$1,500.00
722	6160	ADJUST INLET	2.000	EA	\$150.00	\$300.00
748	0140	CURB & GUTTER-TYPE I	1,052.000	LF	\$42.00	\$44,184.00
750	0100	SIDEWALK CONCRETE	1,070.000	SY	\$115.00	\$123,050.00
750	0101	SIDEWALK CONCRETE REINF	4.000	SY	\$115.00	\$460.00
750	2115	DETECTABLE WARNING PANELS	486.000	SF	\$52.00	\$25,272.00
754	0592	RESET SIGN PANEL	8.000	EA	\$100.00	\$800.00
754	0593	RESET SIGN SUPPORT	8.000	EA	\$200.00	\$1,600.00
762	0420	SHORT TERM 4IN LINE-TYPE R	3,150.000	LF	\$2.00	\$6,300.00
762	0422	SHORT TERM 6IN LINE-TYPE R	3,117.000	LF	\$3.00	\$9,351.00
762	1304	PREFORMED PATTERNED PVMT MK 4IN LINE	100.000	LF	\$4.50	\$450.00
762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	2,177.000	LF	\$12.50	\$27,212.50
772	2953	REVISE PULL BOX	3.000	EA	\$1,000.00	\$3,000.00
970	0008	LANDSCAPE PREPARATION	45.000	SY	\$45.00	\$2,025.00
Subtotal						\$375,858.50

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Concurrence with DOT to Award Main Street ADA Curb Ramp Improvements

Page 7 of 7

5/11/2015

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
 CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 3 of 3

North Dakota **FEDERAL AID**

Bid Opening Date: 5/8/2015

Project Number: **SS-9-999(306)**

PCN: **20268**

Job Number: **60**

English/Metric: **ENGLISH**

Eng and Contg \$37,585.85

Total \$413,444.35

Length **0.1760 Miles** **MORTON** **0.1760 Miles**

		<u>Construction</u>
Estimated Cost		\$413,444.35
SS FEDERAL FUNDS	80.93%	\$334,600.51
STATE FUNDS	9.07%	\$37,499.40
CITY FUNDS	10.00%	\$41,344.44

Type: **SPECIAL ITEMS**

Item Description			Amount
ESTIMATED COST OF REPAIR AND RESTORATION OF HAUL ROADS			\$5,000.00
Funding Splits:	SS FEDERAL FUNDS	80.93%	\$4,046.50
	STATE FUNDS	9.07%	\$453.50
	CITY FUNDS	10.00%	\$500.00
ESTIMATED COST OF RIGHT OF WAY			\$27,000.00
Funding Splits:	SS FEDERAL FUNDS	80.93%	\$21,851.10
	STATE FUNDS	9.07%	\$2,448.90
	CITY FUNDS	10.00%	\$2,700.00
PRELIMINARY ENGINEERING			\$138,059.64
Funding Splits:	SS FEDERAL FUNDS	80.93%	\$111,731.67
	STATE FUNDS	9.07%	\$12,522.01
	CITY FUNDS	10.00%	\$13,805.96

Summary for Project

Length **0.1760 Miles** **MORTON** **0.1760 Miles**

Estimated Total Construction Cost: **\$375,858.50**

Estimated Total Eng and Contg: **\$37,585.85**

	<u>Construction</u>	<u>Special Items</u>	<u>Total</u>
Estimated Cost	\$413,444.35	\$170,059.64	\$583,503.99
SS FEDERAL FUNDS	\$334,600.51	\$137,629.27	\$472,229.78
STATE FUNDS	\$37,499.40	\$15,424.41	\$52,923.81
CITY FUNDS	\$41,344.44	\$17,005.96	\$58,350.40



Consent #2

Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 13, 2015
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch, Finance Director
PRESENTER: Greg Welch, Finance Director
SUBJECT: Carryover of annual leave

STATEMENT/PURPOSE:

To consider the request from Mary Himmelspach, Meter Reader II, to carryover 40.74 hours of annual leave for six months.

BACKGROUND/ALTERNATIVES:

Due to the City's Water Meter Replacement Project and the amount of staff time that was required by the Meter Reading Department to be available during the Project, Mary was not able to use 40.74 hours of annual leave before the April 29, 2015 deadline. As a result, Mary has lost these hours since an employee can only carryover no more than 120 hours of annual leave as of the hire date. Therefore, the request is to reinstate the 40.74 hours of annual leave and allow Mary to use these hours within the next six months.

ATTACHMENTS:

None

FISCAL IMPACT:

None

STAFF IMPACT:

None

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the request from Mary Himmelspach, Meter Reader II, to carryover 40.74 hours of annual leave for six months.

Board of City Commissioners
Agenda Documentation
Meeting Date: May 19, 2015
Subject: Carryover of annual leave
Page 2 of 2

SUGGESTED MOTION:

Move to approve the request from Mary Himmelspach, Meter Reader II, to carryover 40.74 hours of annual leave for six months.



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02-2011)

Consent No. 3i

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

Fort Abraham Lincoln Foundation _____ is hereby authorized to conduct games of
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
 location: Midway lanes _____ the address of which is:
 3327 Memorial Highway Mandan 58554 Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/15 _____ Ending 8/30/16 _____

Specific location where games of chance will be conducted and played at the site (required): _____
 Whole bar area excluding the bathrooms

Number of twenty-one tables (required) (if zero, enter "0") : _____ 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)
 1. Days of week of gaming operations _____
 2. Hours of gaming _____
 3. List each specific game type prohibited _____

 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

1. City/County Auditors - Retain a **copy** of the Site Authorization for your files.
2. City/County Auditors - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)

Site Owner (Lessor) Midway Lanes		Site Name Kingpin		Site Phone Number (701) 663-0277
Site Address 3327 Memorial		City Mandan	State ND	Zip Code 58554
County Morton		Rental Period 7/1/2015 to 6/30/2016		Monthly Rent Amount
Organization (Lessee) Fort Abraham Lincoln Foundation				
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300.00</u>				\$ 600.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 175.00
				Total Monthly Rent \$ 775.00

TERMS OF RENTAL AGREEMENT:

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

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

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab or prize boards involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>James B. McCall</i>	Title President	Date 3-16-15
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title President	Date 3-4-15



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02-2011)

Consent No. 3ii

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

Fort Abraham Lincoln Foundation _____ is hereby authorized to conduct games of
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
 location: Broken Oar _____ the address of which is:

4724 Pintail Loop _____ 58554 _____ Morton _____
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/15 _____ Ending 6/30/16 _____

Specific location where games of chance will be conducted and played at the site (required):
 Whole bar area excluding the bathrooms _____

Number of twenty-one tables (required) (if zero, enter "0") : _____ 1 _____

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)
 1. Days of week of gaming operations _____
 2. Hours of gaming _____
 3. List each specific game type prohibited _____

 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

1. City/County Auditors - Retain a **copy** of the Site Authorization for your files.
2. City/County Auditors - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)

Site Owner (Lessor) B And B Inc.		Site Name Broken Oar		Site Phone Number (701) 667-2159
Site Address 4724 Pintail Loop		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Fort Abraham Lincoln Foundation		Rental Period 7/1/2015 to 6/30/2016		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>				\$ 300.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 200.00
				Total Monthly Rent \$ 500.00

TERMS OF RENTAL AGREEMENT:

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

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

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab or prize boards involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>Jamie Hobbs</i>	Title Manager	Date 3/13/15
Signature of Lessee (Top Executive Official) <i>Ray Foltz</i>	Title President	Date 3-4-15

(over)



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02-2011)

Consent No. 3iii

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

Fort Abraham Lincoln Foundation _____ is hereby authorized to conduct games of
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
 location: Lonesome Dove _____ the address of which is:

3929 Memorial Highway _____ 58554 _____ Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/15 _____ Ending 6/30/16 _____

Specific location where games of chance will be conducted and played at the site (required):
 Whole bar area excluding the bathrooms _____

Number of twenty-one tables (required) (if zero, enter "0") : _____ 3 _____

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited _____

 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

1. City/County Auditors - Retain a **copy** of the Site Authorization for your files.
2. City/County Auditors - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)

Site Owner (Lessor) Lonesome Dove Inc.		Site Name Lonesome Dove		Site Phone Number (701) 663-2793
Site Address 3929 Memorial Highway		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Fort Abraham Lincoln Foundation		Rental Period 7/1/2015 to 6/30/2016		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 <u>3</u> X Rent per Table \$ <u>300.00</u>				\$ 900.00
5. Is Paddiewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 200.00
				Total Monthly Rent \$ 1,100.00

TERMS OF RENTAL AGREEMENT:

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

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

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab or prize boards involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>[Signature]</i>	Title <i>[Signature]</i>	Date 3-16-15
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title President	Date 3-4-15

(over)



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02-2011)

Consent No. 3iv

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

Fort Abraham Lincoln Foundation is hereby authorized to conduct games of
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
 location: Seven Seas the address of which is:

2611 Old Red trail Mandan 58554 Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/15 Ending 6/30/16

Specific location where games of chance will be conducted and played at the site (required):
Whole bar area excluding the bathrooms

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited _____

 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

1. City/County Auditors - Retain a **copy** of the Site Authorization for your files.
2. City/County Auditors - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)

Site Owner (Lessor) Baymont Inn And Suites		Site Name Seven Soas Bar And Grill		Site Phone Number (701) 663-7401
Site Address 2611 Old Red Trail	City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Fort Abraham Lincoln Foundation		Rental Period 7/1/2015 to 6/30/2016		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is a raffle drawing going to be conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>75.00</u>				\$ 150.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 100.00
				Total Monthly Rent \$ 250.00

TERMS OF RENTAL AGREEMENT:

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

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

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab or prize boards involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

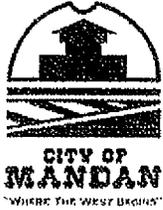
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title COM	Date 3/13/15
Signature of Lessee (Top Executive Official) 	Title President	Date 3-4-15

(over)



Type of License being applied for:

- Street Dance (\$10.00 per day, per event)
- Beer Gardens
- Both

1. Applicant

Name: Mandan Progress Organization (Buggies-n-Blues)

Address: 411 West Main St. Mandan, ND 58554

Date of Birth: _____

Social Security or Driver's License Number: _____

2. Name of individual or individuals who will manage or conduct the event:

Name: Del Wetsch Name: _____

Address: 411 West Main ST. Address: _____

Date of Birth: _____ Date of Birth: _____

SSN # or DL #: _____ SSN # or DL #: _____

3. Have any of the individuals listed in answer to Questions #1 & #2 ever had a license of any kind revoked or cancelled by any municipal, state or federal authority? *If yes, explain in detail on a separate sheet, providing the date, place and type of business.*

Yes No

4. Have any of the individuals listed in answer to Questions #1 & #2 ever been convicted of any crime relating to the sale of alcoholic beverages or controlled substances? *If yes, explain in detail on a separate sheet, providing the date, place and type of business.*

Yes No

5. If you should be applying for a public dance or concert permit, have any of the individuals in answer to Questions #1 & #2 been convicted within the past five years of any crimes against persons, including assault, disorderly conduct, sexual assault, rape and murder? *If yes, explain in detail on a separate sheet.*

Yes No

6. List the place, date and hours of the proposed event. Dykshoorn Park, June 6-7

June 6 4:00 p.m. to 12:00 midnight

June 7 11:00 a.m. to 5:00 p.m.

All applications must be received 30 days in advance

7. Site Plan: See attached sheets.

8. Please provide an estimate of the number of persons that can be safely accommodated at the site and also an estimate of the number of persons expected to attend:

Maximum Capacity: 3000
Expected Attendance: 1600

9. Will tickets be sold in advance? Yes No

If yes, please list the maximum amount to be sold: _____

10. If there are no advance ticket sales, what are the plans to limit attendance? _____

Admissions will be cut off once park is full

11. Please list the number and provide the on-site plan for the placement of sanitary toilet facilities:

Number of toilet facilities: 14 total 2 sinks

12. Has the City Health Officer reviewed your plan to determine if your proposed toilet facilities are adequate to meet the attendance? Yes No

13. Fencing and barricades should be supplied in the on-site plan.

14. Describe the proposed signing to control pedestrian and vehicular traffic, parking and notices to those in attendance.

attendees will use city parking lots and street parking
crosswalks are signed and slow pedestrian traffic signs set up on Main St.

15. Do you intend to use private security or city police officers?

Private City Police

16. List the number of security personnel you plan on using. Street dances require the use of police officers.

Private 3 City Police _____

17. If the event is a street dance or concert, have you enclosed the fees for the charges for city police officers?

List the amount : \$0

Dale Sotah
Signature of applicant

March 24th 2015
Date

220-2959 or 751-2983
Telephone number

DRINK ROOMS

LOCATOR MAP
BUGGIES-N-BLUES
June 6-7

XO XO XO XO XO XO

企企企企企企企企

Five Nations
MPO Office

FENCE

Seven Seas
12 BAR

A SOUTH FIRE LANE ENTRANCE
11/ 10/ 9/ 8/ 7 6/ 5/ 4/ 3/ 2/ 1/ ATM Band Shell

FOOD VENDORS

	TABLES	

Stage

Fence

Dykshoorn Park

20 21 22 23

24 25 26 27 28 29 30 31 32 33

VENDORS XO

FENCE

ENTRANCE

FENCE

SIDEWALK

SIDE WALK

Main Street

MAIN Street

3rd Av NW
Alley

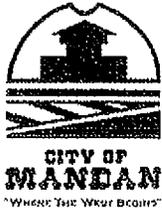
Alley

4th Ave. S.W.

PARKING

Central Mkt Building

icement of the beer garden, lighting and other fencing or other barricades, parking, marked fire lanes



Type of License being applied for:

- Street Dance (\$10.00 per day, per event)
- Beer Gardens
- Both

1. Applicant

Name: Mandan Progress Organization (WildWest Grill Fest)

Address: 411 West Main St. Mandan, ND 58554

Date of Birth: -

Social Security or Driver's License Number: _____

2. Name of individual or individuals who will manage or conduct the event:

Name: Del Wetsch Name: _____

Address: 411 West Main ST. Address: _____

Date of Birth: - Date of Birth: _____

SSN # or DL #: _____ SSN # or DL #: _____

3. Have any of the individuals listed in answer to Questions #1 & #2 ever had a license of any kind revoked or cancelled by any municipal, state or federal authority? *If yes, explain in detail on a separate sheet, providing the date, place and type of business.*

Yes No

4. Have any of the individuals listed in answer to Questions #1 & #2 ever been convicted of any crime relating to the sale of alcoholic beverages or controlled substances? *If yes, explain in detail on a separate sheet, providing the date, place and type of business.*

Yes No

5. If you should be applying for a public dance or concert permit, have any of the individuals in answer to Questions #1 & #2 been convicted within the past five years of any crimes against persons, including assault, disorderly conduct, sexual assault, rape and murder? *If yes, explain in detail on a separate sheet.*

Yes No

6. List the place, date and hours of the proposed event. Dykshoorn Park, August 14-15

August 14 11:00 a.m. to 12:00 midnight

August 15 11:00 a.m. to 12:30 a.m.

All applications must be received 30 days in advance

7. Site Plan: See attached sheets.

8. Please provide an estimate of the number of persons that can be safely accommodated at the site and also an estimate of the number of persons expected to attend:

Maximum Capacity: 3000
Expected Attendance: 2500 per day

9. Will tickets be sold in advance? Yes No

If yes, please list the maximum amount to be sold: _____

10. If there are no advance ticket sales, what are the plans to limit attendance? _____

Admissions will be cut off once park is full

11. Please list the number and provide the on-site plan for the placement of sanitary toilet facilities:

Number of toilet facilities: 18 total 4 sinks

12. Has the City Health Officer reviewed your plan to determine if your proposed toilet facilities are adequate to meet the attendance? Yes No

13. Fencing and barricades should be supplied in the on-site plan.

14. Describe the proposed signing to control pedestrian and vehicular traffic, parking and notices to those in attendance.

attendees will use city parking lots and street parking
crosswalks are signed and slow pedestrian traffic signs set up on Main St.

15. Do you intend to use private security or city police officers?

Private City Police

16. List the number of security personnel you plan on using. Street dances require the use of police officers.

Private 3 City Police _____

17. If the event is a street dance or concert, have you enclosed the fees for the charges for city police officers?

List the amount : \$20

Del Watsch

Signature of applicant

March 24th 2015

Date

220-2959 or 751-2983

Telephone number

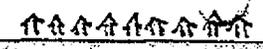
BATH ROOMS

LOCATOR MAP

Wild West Grill Fest

Aug 14 & 15

XO XO XO XO XO XO



A SOUTH ^ FIRE LANE ENTRANCE

11/ 10/ 9/ 8/ 7 6/ 5/ 4/ 3/ 2/ 1/ ATM Band Shell

Five Nations

MPO Office

F
E
N
C
E

ABC

Seven Seas
12 BRR

	TABLES	

Stage

Dakota Products
13

ACW

19 18 17 16 15 14

Dykshoorn Park

20 21 22 23

24 25 26 27 28 29 30 31 32 33

XO

XX

FENCE

ENTRANCE

XO

FENCE

XX

SIDEWALK

Side walk

(Unloading for #14-31)

Main Street

MAIN Street

Alley

3rd Av NW

4th Ave. NW

PARKING

Central Mkt Building

acement of the beer garden, lighting and other fencing or other barricades, parking, marked fire lanes

fence



Type of License being applied for:

- Street Dance (\$10.00 per day, per event)
- Beer Gardens
- Both

1. Applicant

Name: Mandan Progress Organization (Oktoberfest)

Address: 411 West Main St. Mandan, ND 58554

Date of Birth: _____

Social Security or Driver's License Number: _____

2. Name of individual or individuals who will manage or conduct the event:

Name: Del Wetsch Name: _____

Address: 411 West Main ST. Address: _____

Date of Birth: __ _____ Date of Birth: _____

SSN # or DL #: _____ SSN # or DL #: _____

3. Have any of the individuals listed in answer to Questions #1 & #2 ever had a license of any kind revoked or cancelled by any municipal, state or federal authority? *If yes, explain in detail on a separate sheet, providing the date, place and type of business.* Yes No

4. Have any of the individuals listed in answer to Questions #1 & #2 ever been convicted of any crime relating to the sale of alcoholic beverages or controlled substances? *If yes, explain in detail on a separate sheet, providing the date, place and type of business.* Yes No

5. If you should be applying for a public dance or concert permit, have any of the individuals in answer to Questions #1 & #2 been convicted within the past five years of any crimes against persons, including assault, disorderly conduct, sexual assault, rape and murder? *If yes, explain in detail on a separate sheet.* Yes No

6. List the place, date and hours of the proposed event. Dykshoorn Park
September 26th 11:00 a.m. to 10:00 p.m.

All applications must be received 30 days in advance

7. Site Plan: See attached sheets.

8. Please provide an estimate of the number of persons that can be safely accommodated at the site and also an estimate of the number of persons expected to attend:

Maximum Capacity: 3000
Expected Attendance: 1500

9. Will tickets be sold in advance? Yes No

If yes, please list the maximum amount to be sold: _____

10. If there are no advance ticket sales, what are the plans to limit attendance? _____

Admissions will be cut off once park is full

11. Please list the number and provide the on-site plan for the placement of sanitary toilet facilities:

Number of toilet facilities: 12 total 2 sinks

12. Has the City Health Officer reviewed your plan to determine if your proposed toilet facilities are adequate to meet the attendance? Yes No

13. Fencing and barricades should be supplied in the on-site plan.

14. Describe the proposed signing to control pedestrian and vehicular traffic, parking and notices to those in attendance.

attendees will use city parking lots and street parking
crosswalks are signed and slow pedestrian traffic signs set up on Main St.

15. Do you intend to use private security or city police officers?

Private City Police

16. List the number of security personnel you plan on using. Street dances require the use of police officers.

Private 3 City Police _____

17. If the event is a street dance or concert, have you enclosed the fees for the charges for city police officers?

List the amount : \$40

Del Wetsch
Signature of applicant

March 24th 2015
Date

220-2959 or 751-2983
Telephone number



Type of License being applied for:

- Street Dance (\$10.00 per day, per event)
- Beer Gardens
- Both

1. Applicant

Name: Lyla M Joyce
 Address: 114- 14th St NE #8 Mandan ND
 Date of Birth: _____
 Social Security or Driver's License Number: _____

2. Name of individual or individuals who will manage or conduct the event:

Name: Lyla M Joyce Name: John Paul
 Address: 114- 14th St NE #8 Address: 3018 Twin City Dr Mandan
 Date of Birth: _____ Date of Birth: _____
 SSN # or DL #: _____ SSN # or DL #: _____

3. Have any of the individuals listed in answer to Questions #1 & #2 ever had a license of any kind revoked or cancelled by any municipal, state or federal authority? *If yes, explain in detail on a separate sheet, providing the date, place and type of business.*
 Yes No

4. Have any of the individuals listed in answer to Questions #1 & #2 ever been convicted of any crime relating to the sale of alcoholic beverages or controlled substances? *If yes, explain in detail on a separate sheet, providing the date, place and type of business.*
 Yes No

5. If you should be applying for a public dance or concert permit, have any of the individuals in answer to Questions #1 & #2 been convicted within the past five years of any crimes against persons, including assault, disorderly conduct, sexual assault, rape and murder? *If yes, explain in detail on a separate sheet.*
 Yes No

6. List the place, date and hours of the proposed event. July 3 Place Heritage Park
Time: 7pm to 12:30p.

All applications must be received 30 days in advance

7. Site Plan: See attached sheets.

8. Please provide an estimate of the number of persons that can be safely accommodated at the site and also an estimate of the number of persons expected to attend:

Maximum Capacity: 3000

Expected Attendance: 1200-1500

9. Will tickets be sold in advance? Yes No

If yes, please list the maximum amount to be sold: _____

10. If there are no advance ticket sales, what are the plans to limit attendance? _____

Will be monitored by ~~the~~ Mandan Eagles Club
& Bis-Man Security

11. Please list the number and provide the on-site plan for the placement of sanitary toilet facilities:

Number of toilet facilities: 16 porty potties - 2 handicap & 2 sinks

12. Has the City Health Officer reviewed your plan to determine if your proposed toilet facilities are adequate to meet the attendance? Yes No

13. Fencing and barricades should be supplied in the on-site plan.

14. Describe the proposed signing to control pedestrian and vehicular traffic, parking and notices to those in attendance.

City Parking lot, crosswalks - Street PA.
Block of 300 Blocked off for Rodeo days

15. Do you intend to use private security or city police officers?

Private City Police

16. List the number of security personnel you plan on using. Street dances require the use of police officers.

Private 2 City Police _____

17. If the event is a street dance or concert, have you enclosed the fees for the charges for city police officers?

List the amount: 10.00

[Signature]
Signature of applicant

3-
Date

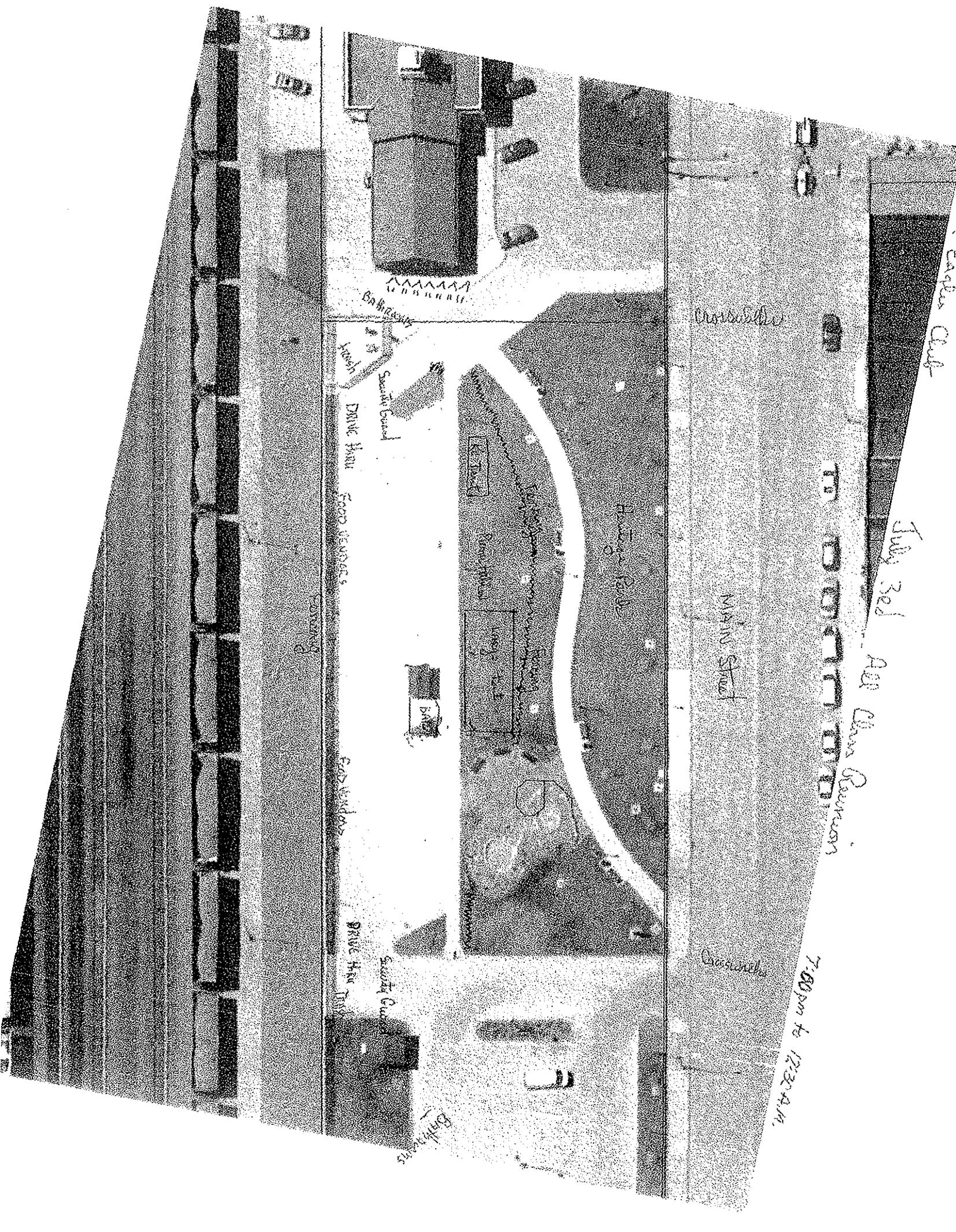
Telephone number

Easton Club

July 30th

Adm. Chas. Robinson

7:00 pm to 12:30 A.M.



Crosswalk

Main Street

Crosswalk

Bar

Bar

DRIVE WAY

Food vendors

Food vendors

DRIVE WAY

Security Guard

Security Guard

Bathrooms

Handwritten note: "Handwritten note" (faint)

Handwritten note: "Handwritten note" (faint)

Handwritten note: "Handwritten note" (faint)



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02-2011)

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

Cystic Fibrosis Association of North Dakota is hereby authorized to conduct games of
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
location: Stage Stop the address of which is:

601 6th Avenue SE Mandan 58554 Morton
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7-1-15 Ending 6-30-16

Specific location where games of chance will be conducted and played at the site (required):
Entire bar area, excluding restrooms.

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)
1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited _____

Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

- 1. City/County Auditors - Retain a **copy** of the Site Authorization for your files.
- 2. City/County Auditors - Return the **original** Site Authorization form to the Organization.
- 3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)

Site Owner (Lessor) Stage Stop Liquors, Inc.		Site Name Stage Stop		Site Phone Number 663-7768
Site Address 601 6th Avenue SE		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Cystic Fibrosis Association of ND		Rental Period 7-1-15 to 6-30-16		County Morton
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				Monthly Rent Amount
				\$
2. Is a raffle drawing going to be conducted at this site?				\$
3. Is Prize Boards involving a dispensing device conducted at this site?				\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				\$
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>				\$ 300
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device				\$ 175
				Total Monthly Rent \$ 475

TERMS OF RENTAL AGREEMENT:

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

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

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab or prize boards involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>George Kautzman</i>	Title Manager	Date 4-2-15
Signature of Lessee (Top Executive Official) <i>[Signature]</i>	Title President	Date 4-2-15

(over)



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17998 (02-2011)

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

Cystic Fibrosis Association of North Dakota is hereby authorized to conduct games of
(Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
location: Colonial Lounge the address of which is:

4631 Memorial Hwy Mandan 58554 Morton
(Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7-1-15 Ending 6-30-16

Specific location where games of chance will be conducted and played at the site (required):
Entire bar area, excluding restrooms.

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)
1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited _____

Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

INSTRUCTIONS:

1. City/County Auditors - Retain a **copy** of the Site Authorization for your files.
2. City/County Auditors - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)

Site Owner (Lessor) Colonial Lounge Inc.		Site Name Colonial Lounge		Site Phone Number 663-0355
Site Address 4631 Memorial Hwy		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Cystic Fibrosis Association of ND		Rental Period 7-1-15 to 6-30-16		County Morton
1. Is Bingo going to be conducted at this site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				\$
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? <input type="checkbox"/> No <input type="checkbox"/> Yes If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				
2. Is a raffle drawing going to be conducted at this site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				\$
3. Is Prize Boards involving a dispensing device conducted at this site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				\$
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				\$
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>				\$ 300
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____ <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				\$
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Please check: <input type="checkbox"/> Jar Bar Only <input type="checkbox"/> Dispensing Device Only <input checked="" type="checkbox"/> Jar Bar and Dispensing Device				\$ 325
				Total Monthly Rent \$ 625

TERMS OF RENTAL AGREEMENT:

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

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

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab or prize boards involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title <i>Sec.</i>	Date <i>4-2-1</i>
Signature of Lessee (or Executive Official) 	Title President	Date 4-2-15

(over)



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 14, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Jeff Wright, Director of Public Works
SUBJECT: Consider Obligor Resolution of the Government Lease Contract for the Landfill Front End Loader

STATEMENT/PURPOSE: Consider obligor resolution determining the need for the equipment purchase, authorizing Jim Neubauer, City Administrator to execute and deliver the contract and officially adopt the lease purchase document.

BACKGROUND/ALTERNATIVES: The Solid Waste 2015 Budget included the trade of the 2010 Volvo and lease purchase of a new front end loader. Quotes were received from Caterpillar, John Deere and Volvo which included the trade and lease purchase of a 2015 front end loader. Volvo was low with a 5 year lease of \$11,766.77 per year. The lease contract, including the resolution, is attached.

ATTACHMENTS: Contract document.

FISCAL IMPACT: The 2015 budget for this equipment was \$51,794. Since this is a lease, the \$11,766.77 will be budgeted for the next 4 years at which time we would return the loader to the dealer with only \$58,833.85 invested, compared to roughly \$205,000 with a full purchase, a substantial savings to the Solid Waste Fund.

STAFF IMPACT: Minimal

LEGAL REVIEW: Malcolm has reviewed the contract document and has no issues.

RECOMMENDATION: Recommend approving the obligor resolution of the Government Lease Contract for the Landfill front end loader.

SUGGESTED MOTION: Move to approve the obligor resolution of the Government Lease Contract for the Landfill front end loader.

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SFP Non-App BQ

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of Mandan, North Dakota
205 Second Avenue North West
Mandan, North Dakota 58554

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of May 5, 2015

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.

(f) Obligor has never non-appropriated funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

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Section 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Oblige then Oblige will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Oblige as provided herein and conveyed to Oblige or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Oblige as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Oblige as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Oblige as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Oblige, then Oblige may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblige with a Certificate of Insurance which lists the Oblige and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblige in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Oblige from liability and property damage in any form and amount satisfactory to Oblige.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblige with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblige and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblige or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblige or its assignees. Obligor shall furnish to Oblige certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Oblige, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblige, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblige.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Oblige for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Oblige that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblige in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Oblige such documents as Oblige may request to evidence the passage of legal title to the Equipment to Oblige.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Oblige a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblige to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Oblige. All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Oblige approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Oblige shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents.

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Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Oblige is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Oblige or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Oblige deems necessary or appropriate to protect Oblige's interest in the Equipment and in this Contract. Obligor shall allow Oblige to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Oblige that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Oblige may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Oblige, unless Oblige agrees in writing to an extension of time. Oblige will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Oblige under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Oblige.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Oblige shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Oblige may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Oblige may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Oblige as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Oblige may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Oblige has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Oblige may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Oblige for all costs incurred by Oblige in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Oblige is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Oblige in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Oblige to a location accessible by common carrier and designated by Oblige. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Oblige all tangible items constituting such software. At Oblige's request, Obligor shall also certify in a form acceptable to Oblige that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Oblige and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Oblige by a common carrier unless the Oblige agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Oblige's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Oblige. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Oblige the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) Condition: When the Equipment is surrendered to the Oblige it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Oblige to sell or lease it to a third party and be free of all liens. If Oblige reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Oblige may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Oblige for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Oblige, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Oblige. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Oblige shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Oblige or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Oblige's satisfaction, and Oblige has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Oblige and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Oblige and Obligor. Furthermore, Oblige reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Oblige for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.
Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.
Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Mandan, North Dakota

KS StateBank

Signature

Printed Name and Title

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title

Board of City Commissioners

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Schedule (01)

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of May 5, 2015, between KS StateBank (Obligee) and City of Mandan, North Dakota (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2015 Volvo L150H Wheel Loader, SN: L150HV4496

Physical Address of Equipment after Delivery :

4103 Co. Rd. 82

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Schedule (01)

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of May 5, 2015, between KS StateBank (Obligee) and City of Mandan, North Dakota (Obligor)

Date of First Payment: At Closing
Original Balance: \$203,308.00
Total Number of Payments: Six (6)
Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$11,766.77	\$0.00	\$11,766.77	\$195,289.64
2	05-May-16	\$11,766.77	\$5,593.00	\$6,173.77	\$188,346.52
3	05-May-17	\$11,766.77	\$5,412.73	\$6,354.04	\$181,231.91
4	05-May-18	\$11,766.77	\$5,227.19	\$6,539.58	\$173,941.57
5	05-May-19	\$11,766.77	\$5,036.23	\$6,730.54	\$166,471.16
6	05-May-20	\$170,583.00	\$4,839.70	\$165,743.30	\$0.00

City of Mandan, North Dakota

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

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Schedule (01)

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of May 5, 2015, between KS StateBank (Obligee) and City of Mandan, North Dakota (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds :

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Mandan, North Dakota

Signature

Printed Name and Title

Board of City Commissioners

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Schedule (01)

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of May 5, 2015, between KS StateBank (Obligee) and City of Mandan, North Dakota (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of May 5, 2015, between City of Mandan, North Dakota (Obligor) and KS StateBank (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of Individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

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Schedule (01)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of May 5, 2015, between KS StateBank (Obligee) and City of Mandan, North Dakota (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

City of Mandan, North Dakota

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

City of Mandan, North Dakota
205 Second Avenue North West
Mandan, North Dakota 58554

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. **Equipment Description**
 - ◆ One (1) 2015 Volvo L150H Wheel Loader, SN: L150HV4496
 - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Physical Damage**
 - ◆ All risk coverage to guarantee proceeds of at least \$203,308.00.
3. **Liability**
 - ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
4. **Additional Insured and Loss Payee**
 - ◆ KS StateBank and/or Its Assigns MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to:

Fax: (785) 587-4016
or
Email: eevans@ksstatebank.com

Please complete the information below and return this form along with the Contract.

City of Mandan, North Dakota

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

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INVOICE

DATE SENT: 05-04-2015

BILL TO:
CITY OF MANDAN, NORTH DAKOTA
ATTN: ACCOUNTS PAYABLE
205 SECOND AVENUE NORTH WEST
MANDAN, NORTH DAKOTA 58554

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3347680	At Closing	At Closing	\$11,766.77

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF MAY 5, 2015	PAYMENT AMOUNT: \$11,766.77
ONE (1) 2015 VOLVO L150H WHEEL LOADER, SN: L150HV4496	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$11,766.77
	TOTAL DUE

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Form **8038-G**
(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations
Under Internal Revenue Code section 149(e)
See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Part I Reporting Authority If Amended Return, check here

1 Issuer's name
City of Mandan, North Dakota

2 Issuer's employer identification number (EIN)
45-6002118

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
205 Second Avenue North West

5 Report number (For IRS Use Only)
3

6 City, town, or post office, state, and ZIP code
Mandan, North Dakota 58554

7 Date of issue
05/05/2015

8 Name of issue
Government Obligation Contract

9 CUSIP number
None

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
Jeff Wright, Public Works Director

10b Telephone number of officer or other employee shown on 10a
(701) 667-3240

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe One (1) 2015 Volvo L150H Wheel Loader	18	204,547	00

19 If obligations are TANs or RANs, check only box 19a

If obligations are BANs, check only box 19b

20 If obligations are in the form of a lease or installment sale, check box

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 05/05/2020	\$ 204,547.00	\$ N/A	5.000 years	2.920 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)

34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form **8038-G** (Rev. 9-2011)

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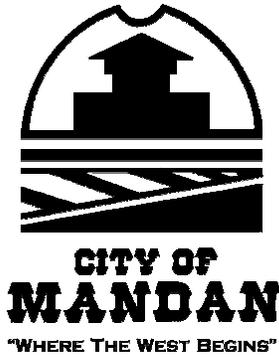
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Part VI Miscellaneous			
35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
<p>b Enter the final maturity date of the GIC ▶ _____</p> <p>c Enter the name of the GIC provider ▶ _____</p>			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
<p>38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:</p> <p>b Enter the date of the master pool obligation ▶ _____</p> <p>c Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p>d Enter the name of the issuer of the master pool obligation ▶ _____</p>			
<p>39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input checked="" type="checkbox"/></p>			
<p>40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/></p>			
<p>41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:</p> <p>b Name of hedge provider ▶ _____</p> <p>c Type of hedge ▶ _____</p> <p>d Term of hedge ▶ _____</p>			
<p>42 If the issuer has superintegrated the hedge, check box <input type="checkbox"/></p>			
<p>43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/></p>			
<p>44 If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/></p>			
<p>45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____</p> <p>b Enter the date the official intent was adopted ▶ _____</p>			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
		Date	Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	H. Evan Howe		05/04/2015		P01438994
	Firm's Name ▶	Firm's EIN ▶		Phone no.	
Baystone Financial LLC		48-1223987		(800) 752-3562	
Firm's Address ▶ 12980 Metcalf, Suite 310, Overland Park, KS 66213					



Board of City Commissioners

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MEETING DATE: May 19, 2015
PREPARATION DATE: May 15, 2015
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: MPO Events' Road Closure Requests

STATEMENT/PURPOSE: To consider allowing temporary road closures and parking modifications as outlined for four MPO (Mandan Progress Organization) events this year.

BACKGROUND/ALTERNATIVES: Our office received a request by the MPO to close roads and modify parking as outlined on the attached request submitted by the MPO. The events for which closures and modifications are requested for include:

- 1) Buggies-n-Blues on June 6-7th
- 2) Mandan Rodeo Days on July 2-4th
- 3) Grill Fest on August 14-15th
- 4) OktoberFest on September 26th

These changes are consistent with what has been done in past years. A meeting was held with representation from the Mandan Police Department, City Engineering, and MPO management with all agreeing to the plans as laid out in the attached document submitted by the MPO.

ATTACHMENTS: Request from MPO and plans for each event

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

LEGAL REVIEW: n/a

RECOMMENDATION: Recommend approval of MPO events' road closure and parking modification requests.

SUGGESTED MOTION: I move to approve MPO events' road closure and parking modification requests.

BUGGIES-N-BLUES STREET CLOSURES

APRIL 1ST , 2015

Members of the Mandan City Commission:

The Musician's Association and the Mandan Progress Organization are sponsoring the 22nd Annual Buggies-n-Blues on Saturday, June 6 and Sunday June 7th 2015.

For that we are requesting the following street closures:

POSTING OF 'NO PARKING SIGNAGE'

*POSTING and REMOVING OF "No Parking "signage from 3rd Ave. NW to 1st Ave NE to the alley

*Posting of 4th Ave NW to 1st St. NW

*Posting of no parking on Main Street from the 200 block East Main to the 500 block of West Main

*Posting of no parking on parking lots West and East of American Bank Center and Papa Murphy's Building. Permission has been given by American Bank Center for the East lot on their property.

*No parking sign should be posted prior to Saturday, June 6th "No Parking" is requested from 2:00 a.m.

Sunday June 7th until the removal of barricades from Main Street on Sunday by 6:00 p.m.

SIGNAGE

*City Shop will provide detour, merging traffic, no parking signs and stop signs.

*Police department to provide stick cones and barrels.

REQUEST FOR MANDAN POLICE DEPARTMENT:

Notify patrons that have rented parking spaces in city provided lots not to park in those areas during the requested times. Buggies-n-Blues will cover the cost of the notifications.

SATURDAY, June 6th

Provide a police escort on Saturday night for the Parade of Classic Cars. Parade will leave the Brave Center at 8:00 p.m. proceed down 6th Ave. NW onto Main Street going East to Burger King.

*To assist with removal of parked cars on the "NO Parking Zones" starting after 2:00 a.m. Sunday

SUNDAY, JUNE 7TH

*Provide traffic cones and barrels to block off Main St. and side Avenues by 6:30 a.m. Meet at M&H

Parking lot west side of building. Buggies-n-Blues committee to assist.

*To assist in the blocking the streets and traffic control on Sunday at 6:30 a.m. and in the reopening of the streets at 6:30 p.m. on Sunday.

We thank you for the consideration of the request and for all the assistance given in the previous years.

Vern Cermak

Buggies-n-Blues Co-chair

Del Wetsch

Buggies-n- Blues Co-chair

MANDAN RODEO DAYS STREET CLOSURES

To: Mandan City Commission
Fr: Mandan Rodeo Days Committee
Re: Street Closing and Parking Lot Requests

The Mandan Rodeo Days Committee consisting of the Art in the Park, Parade and Rodeo would like to request the assistance of the city commission for the following Street closures held in conjunction with the Mandan Rodeo Days Celebration.

- *closing the 300 and 400 blocks of West Main Street on Thursday July 2nd at 6:30 a.m. thru Saturday, July 4th at 8:00 p.m. Closing of ½ block from alley to Main St. Security guards will open streets at 2:00 a.m.
Thursday and Friday nights. Streets will remain closed during Art in the Park hours.
- *Stop sign placement at the corners of the 300 and 400 blocks of 1st Street NW from July 2nd thru July 4th.
- *No parking signage on Main Street from 1:00 a.m. on the morning of July 4th until the completion of the July 4th parade. The Rodeo Days Road Race begins at 8:00 a.m. in front of the Mandan Depot. Registration begins at 7:00 a.m. The Road Race will proceed down Main Street East to Burger King and then back to 10th Ave. NW. before finishing in front of the Depot. Main Street needs to be shut down at 8:00 a.m. for the Road Race, Diva Dash begins at 9:00 a.m. in front of Burger King, Car Parade and July 4th parade which starts at 10:30 a.m. on the Strip and ends at approximately at 1:00 p.m. at 10th Ave. NW,
- *Secure parking lot on West Side of Papa Murphy's for food vendors, Sign both lots with NO PARKING signage midday on July 1st along with the Heritage Plaza parking lot and city lot.
- *Assistance at closing Main Street 300 and 400 blocks on the morning of July 2nd. for Art in the Park setup. Close streets at 6:30 a.m. with police assistance. Block off from Alley on 3rd Ave. NW South to Main St. with street closed sign.
- *Deliver 2 detour signs, an east and west merging traffic signs, 9 no parking signs, a street closed sign for 3rd Ave. NW to be placed at the alley to close off the ½ block 6 barricades, and 2 stop signs at the 300 and 400 corners of 1st St NW. 5 no parking sign to old Central Market parking lot. Deliver signage by Monday, June 29th
- * Committee will set up a meeting with Police Chief Bullinger and Paul Leingang and City Shop Director Jeff Wright to work out the drop placement of street signage.

On behalf of Mandan Rodeo Days committees we wish to thank the city of Mandan and all its departments for all their help and assistance in bringing the Rodeo Days event to Mandan.

Sincerely,

Del Wetsch Mandan Progress Organization
Bruce Schirado Rodeo Chairman

Scott Volkert Art in the Park
Risa Berquist / Dennis Friesz Parade

WILD WEST GRILL FEST STREET CLOUSURE

To: Mandan City Commission

Fr: Del Wetsch

RE: Street closure

The Wild West Grill Fest Committee would like to request the following street closure for the Wild West Grill Fest . The event will be held August 14 and 15, 2015 in Dykshoorn Park.

*Request to block off the 400 block of Main Street West on Saturday, August 15 from 7:00 a.m. to 6:00 p.m. for the Farmers Market and kids activities.

*City shop to deliver by August 12th merging left and right traffic signs and detour signs to the area.

* Mandan Police Dept. to provide barrels and merging traffic cones on Saturday morning August 15 at 7:00 a.m. to block the 400 block off until 6:00 p.m. that evening.

Thank you for consideration and assistance in this community event.

Vern Cermak

Co- Chair

Del Wetsch

Co-chair

OKTOBERFEST STREET CLOSURE

To: Mandan City Commission

Fr: Del Wetsch

RE: Street closure

The Oktoberfest Committee would like to request the following street closure for the 3rd annual OktoberFest . The event will be held September 26, 2015 in Dykshoorn Park.

*Request to block off the 400 block of Main Street West on Saturday, September 26 from 7:00 a.m. to 6:00 p.m. for the Farmers Market and kids activities.

*City shop to deliver by September 23rd merging left and right traffic signs and detour signs to the area.

* Mandan Police Dept. to provide barrels and merging traffic cones on Saturday morning September 26 at 7:00 a.m. to block the 400 block off until 6:00 p.m. that evening.

Thank you for consideration and assistance in this community event.

Vern Cermak

Co- Chair

Del Wetsch

Co-chair



LOCAL PERMIT OR CHARITY LOCAL PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 17926 (10/2012)

Type: Local Permit * Charity Local Permit

Permit Number
2015-31

Name of Organization Nytee Dimeo Cancer Fund		Date(s) Authorized (Read instruction 2)	
Contact Person Julie Dimeo	Business Phone Number (701) 290-4682	6/1/2015 Beginning	to 8/21/2015 Ending
Mailing Address 3405 40 Ave St Nw	City Mandan	State ND	Zip Code 58554-0000
Site Name Dacotah Centennial Park	Site Address 2500 Longspur Trail		
City Mandan	State ND	ZIP Code 58554-0000	County Morton
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*			
Restriction:			
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event.			
Date 5/15/2015	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor	Printed Name of City or County Auditor Patrick B Haug	Auditor Telephone Number (701) 667-3250

Please see the instructions on the backside of this form on how to complete the Permit.
 For a raffle or calendar raffle, read "Information Required to be Preprinted on a Standard Raffle Ticket" below.

cut along this line

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or four thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty dollars, an organization may state the total number of minor prizes and their total retail price;
5. For a licensed organization, print "office of attorney general" and license number. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on a same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the department of transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of minimum age, a statement that a person must be at least " " years of age to buy a ticket, or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or four thousand dollars.



LOCAL PERMIT OR CHARITY LOCAL PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 17926 (10/2012)

Consent No. 8ii

Type: Local Permit * Charity Local Permit

Permit Number
2015-32

Name of Organization Morton County 4-h Council		Date(s) Authorized (Read instruction 2)	
Contact Person Karla Meilke	Business Phone Number (701) 667-3340	7/15/2015 Beginning	to 9/30/2015 Ending
Mailing Address 210 2 Ave Nw	City Mandan	State ND	Zip Code 58554-0000
Site Name Morton County Court House	Site Address 210 2 Ave Nw		
City Mandan	State ND	ZIP Code 58554-0000	County Morton
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*			
Restriction:			
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event.			
Date 5/15/2015	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor	Printed Name of City or County Auditor Patrick B Haug	Auditor Telephone Number (701) 667-3250

Please see the instructions on the backside of this form on how to complete the Permit.
 For a raffle or calendar raffle, read "Information Required to be Preprinted on a Standard Raffle Ticket" below.

cut along this line

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or four thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty dollars, an organization may state the total number of minor prizes and their total retail price;
5. For a licensed organization, print "office of attorney general" and license number. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on a same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the department of transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of minimum age, a statement that a person must be at least "___" years of age to buy a ticket, or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or four thousand dollars.



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (9-2009)

Rec 5-11-15

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Morton County 4-h Council		Date(s) of Activity 7/15/2015 to 9/30/2015	
Person Responsible for the Gaming Operation and the Disbursement of Net Income Karla Meikle		Title	Business Phone Number (701) 667-3340
Business Address 210 2nd Ave Nw	City Mandan	State ND	Zip Code 58554-0000
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Morton County Courthouse		Site Address 210 2nd Ave Nw	
City Mandan	State ND	Zip Code 58554-0000	County Morton
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddiewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddiewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Calendar Raffle	Cash	\$2,675.00			
Total:					(Limit \$12,000 per year) \$ 2,675.00

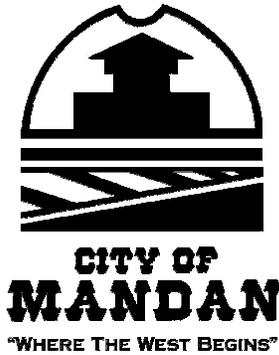
Intended uses of gaming proceeds: Proceeds will be used to fund 4-H programming in Morton County.

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____ . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Karla Meikle</i>	Date 5/11/2015	Title 4-H Extension Agent	Business Phone Number 701-667-3340
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Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 19, 2015
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: NDDOT Consent Agreement for MPO Events
Road Closures

STATEMENT/PURPOSE: To enter in to agreement with NDDOT outlining terms of consent for allowing road closures during MPO events.

BACKGROUND/ALTERNATIVES: Our office received a request by the MPO to close roads and modify parking as outlined on the attached request submitted by the MPO. The events for which closures and modifications are requested for include:

- 1) Buggies-n-Blues on June 6-7th
- 2) Mandan Rodeo Days on July 2-4th
- 3) Grill Fest on August 14-15th
- 4) OktoberFest on September 26th

These changes are consistent with what has been done in past years. A meeting was held with representation from the Mandan Police Department, City Engineering, and MPO management with all agreeing to the plans as laid out in the attached document submitted by the MPO.

Attached is the agreement for the Buggies and Blues closure request. The other three closure requests are very similar, with only changes in item No. 1 which outline the dates, times, and locations of each event.

ATTACHMENTS: DOT Agreement for Buggies and Blues Event Closure

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

LEGAL REVIEW: n/a

RECOMMENDATION: Recommend approval of agreement with NDDOT outlining terms of consent for allowing road closures during MPO events.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: NDDOT Consent Agreement for MPO Events Road Closures

Page 2 of 5

SUGGESTED MOTION: I move to approve agreement with NDDOT outlining terms of consent for allowing road closures during MPO events.

NDDOT Contract No. 61151115

**North Dakota Department of Transportation
AGREEMENT FOR TEMPORARY HIGHWAY CLOSURE**

In consideration of the mutual covenants contained herein, it is hereby agreed by and between the North Dakota Department of Transportation (NDDOT), whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Mandan, whose address is 205 2nd Ave NW, Mandan, ND 58554, as follows:

1. NDDOT hereby grants consent to the City to close the I-94 Business Loop from 1st Ave NE, west to 4th Ave NW from 6:30 AM on June 7, 2015, to 6:30 PM on June 7, 2015.
2. The attached Risk Management Appendix is hereby incorporated and made a part of this agreement.
3. The City will obey and enforce all federal, state, and local laws.
4. The City shall set up a proper, adequate and safe detour. The City shall be solely responsible for planning, constructing, maintaining, policing, and tearing down the detour. All signing required for the detour must meet the requirements of the Manual on Uniform Traffic Control Devices. The City agrees to inspect those portions of the highway to be used for activities associated with the highway closure.
5. The City acknowledges that the NDDOT has no duty to and will not provide for the supervision of activities associated with the highway closure.
6. The City shall return the segment of the I-94 Business Loop to substantially the same condition it was in prior to the detour of June 7, 2015.
7. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.
8. The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the parties.
9. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
10. NDDOT reserves the right to terminate this agreement, with or without cause, upon written notice.



EXECUTED the date last below signed.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of _____

NAME (TYPE OR PRINT)

SIGNATURE
*

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

**NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION:**

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1069 (Div. 70)
L.D. Approved 5-16-08, 5-10



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

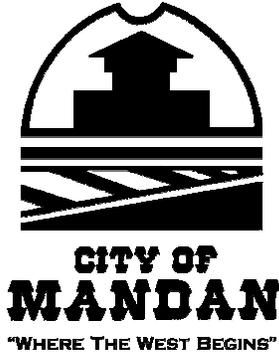
Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and 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. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. 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. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09





Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 12, 2015
SUBMITTING DEPARTMENT: Business Development and Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development and Communications Director
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: MGF Recommendation for Interest Buy-Down for NISC

STATEMENT/PURPOSE: To consider a recommendation by the Mandan Growth Fund (MGF) Committee regarding an application for an interest buy-down by National Information Solutions Cooperative.

BACKGROUND/ALTERNATIVES: At a May 12, 2015, meeting, the MGF reviewed an application for an interest buy-down of permanent financing for a new two-story, 33,000 square-foot office building utilizing the Bank of North Dakota (BND) Partnership in Assisting Community Expansion (PACE) program. The applicant is seeking a buy-down amount of \$212,020.72. The Bank of North Dakota will provide 65 percent or \$137,813.48 of the amount, with the local community required to provide 35 percent or \$74,207.24. The buy-down is on a principal amount of \$1,500,000. The total project investment is estimated at \$7.5 million.

NISC is an information technology company that develops and supports software and hardware solutions for member-owners that are primarily utility cooperatives and telecommunications companies across the nation. The new office building will house administrative offices, meeting rooms, common areas for employees, a dining facility and a fitness center. It will free up space elsewhere within NISC's campus to allow for continued expansion.

NISC and its wholly-owned subsidiaries currently have 354 full-time employees in Mandan and 44 part-time employees. The cooperative expects to add 15 additional employees per year with an average salary of \$50,000 annually.

The BND PACE program is for primary sector businesses and requires that the borrower demonstrate that within one year there will be a minimum of one job created and retained for every \$100,000 of total loan proceeds. Otherwise, the interest buy-down is

pro-rated to reflect any partial fulfillment. The maximum buy-down available from the BND under the PACE program is \$300,000. NISC is applying the buy-down to only \$1.5 million of its anticipated need for \$5.5 million in financing because it estimates creating 15 new jobs within the first year of the project.

ATTACHMENTS: Application available upon request.

FISCAL IMPACT: The Growth Fund unencumbered balance as of April 30, 2015, for economic development projects is \$465,605.51. The buy-down will require a local match of \$74,207.24, which if approved, would bring the balance to \$391,398.27.

The local match is recommended to be structured as a loan, with an interest rate of 0 percent over a five-year buy-down period, and repayable within five years thereafter, for a total maximum loan length of approximately 10 years. The LCRDC will administer and service the loan for the City of Mandan for a flat fee of \$1,500 to be paid by the applicant.

NISC is also applying for a property tax exemption as an expanding, primary sector business. The MGF recommendation regarding that application will be considered as New Business No. 1i.

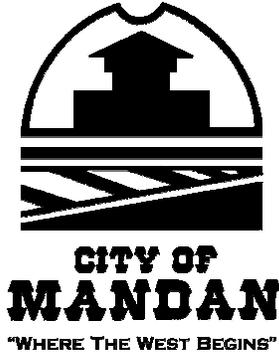
STAFF IMPACT: Minimal.

LEGAL REVIEW: City Attorney Malcolm Brown has reviewed the application. There will be a separate agreement with the Lewis and Clark Regional Development Council for administration and servicing of the loan.

The applicant will need to enter into a business incentive agreement with the Bank of North Dakota and City of Mandan and will need to submit an annual jobs verification report for five years after receipt of the interest buy-down. An automatic door will also be required.

RECOMMENDATION: The MGF voted 6-0 (with one member abstaining due to employment by the Bank of North Dakota) to recommend approval of the interest buy-down for NISC with a local match of \$74,207.24 to be structured as a loan repayable within five years after the five-year buy-down period with a 0 percent interest rate and all origination and servicing fees to be paid by the applicant.

SUGGESTED MOTION: I move to approve the interest buy-down for NISC for its expansion project with the local match of \$74,207.24 to be structured as a loan with the term and rate as recommended.



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 12, 2015
SUBMITTING DEPARTMENT: Business Development and Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development and Communications Director
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: MGF Recommendation for Extension of Storefront Improvement Project Extension

STATEMENT/PURPOSE: To consider a recommendation by the Mandan Growth Fund (MGF) Committee regarding a request for an extension of the deadline to complete a Storefront Improvement project.

BACKGROUND/ALTERNATIVES: At a May 12, 2015, meeting, the MGF reviewed a request by Dot Frank for an extension of the deadline to Dec. 31, 2015 for completion of exterior improvements to 112 Second Avenue NW. Per Mandan's program guidelines and the recipient agreement, the project is to be completed within 12 months from the application approval date, which was of June 17, 2014. The applicant cites additional and unexpected work in tackling the project. The extension is requested to work around subcontractors' scheduling and material delivery.

ATTACHMENTS: Letter of request.

FISCAL IMPACT: Up to \$30,000 is earmarked in the Growth Fund as matching dollars for the project. The money will remain encumbered through Dec. 31, 2015, if the request for an extension is approved.

STAFF IMPACT: Minimal.

LEGAL REVIEW: City Attorney Malcolm Brown has reviewed the request for an extension.

RECOMMENDATION: The MGF voted unanimously (7-0) to recommend approval of the extension of the deadline to Dec. 31, 2015 for completion of the Storefront Improvement project at 112 Second Ave NW.

SUGGESTED MOTION: I move to approve the extension of the deadline to Dec. 31, 2015 for completion of the Storefront Improvement project at 112 Second Ave NW.

April 22, 2015

Mandan Growth Fund Committee
c/o City of Mandan Business Development
205 Second Avenue NW
Mandan, ND 58554

Dear Mandan Growth Fund Committee,

I'm writing to request the opportunity to present our work-to-date on the Storefront Improvement Project at 112 2nd Ave. NW in Mandan and to request an extension for project completion.

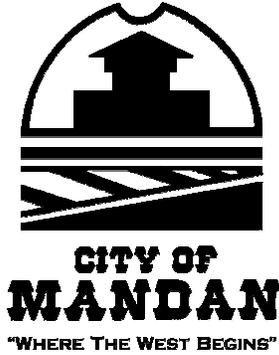
We continue to move forward with improvements, but have faced setbacks as we uncover additional and unexpected work. An extension through at least Dec. 31, 2015 would be appreciated in order to work around subcontractors' scheduling and product delivery.

I will await your response and make myself available for your next meeting.

Warm regards,

A handwritten signature in black ink, appearing to read "Dot Frank". The signature is stylized with a large, sweeping initial "D" and a horizontal line extending to the right.

Dot Frank



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 6, 2015
SUBMITTING DEPARTMENT: Mandan Progress Organization
DEPARTMENT DIRECTOR: Del Wetsch
PRESENTER: Del Wetsch
SUBJECT: City of Mandan Grant Funding

STATEMENT/PURPOSE: To consider funding from City of Mandan advertising budget of \$20,000. Applications reviewed by MPO subcommittee for recommendation to city commission for approval.

BACKGROUND/ALTERNATIVES: Organizations need to provide criteria of how monies are spent and the impact each event has on the community. Funding needs to add to the economic and well-being of the community and increase the quality of life for the citizens.

ATTACHMENTS: MPO letter from the Board of Directors for the approval of the funding applications. Applications are available upon request.

FISCAL IMPACT: Provides organizations the ability to bring new events to the community and assists in keeping established events continued growth which allows for the benefit of betterment to the citizens of our community and its visitors. Provides a basis for economic impact on the business community and for citizens and visitors a better quality of life. Grant monies awarded are divided between 50% in Mandan Bucks and 50% check which is spent in the City of Mandan.

STAFF IMPACT: 5 hours of prep work and meeting to review applications.

LEGAL REVIEW: A Funding Committee consisting of members from the MPO Board of Directors makes recommendations to the MPO Board for approval before going before the city commission for final approval.

RECOMMENDATION: Accept the following applications submitted by the MPO Funding Committee and approved by the MPO Board of Directors on May 6, 2015.

SUGGESTED MOTION: Approve the following organizations the amounts suggested by the MPO Funding committee and approved by the MPO Board of Directors on May 6, 2015.

411 West Main Street,
Mandan, North Dakota 58554

For More Information
701-751-2983
www.mandanprogress.org



To: Mandan Progress Organization Board of Directors

Fr: MPO Funding Committee

Re: City of Mandan Grant Funding

The Mandan Progress Organization's Funding Committee, a subcommittee for the city of Mandan met on Wednesday, May 6th to review 16 applications submitted by local groups and organizations requesting assistance for promoting various events thru the city of Mandan grants funding program.

Each year the city of Mandan budgets \$20,000 from the advertising budget to assist groups and organizations in the community to help promote community events. Grants are based upon the following criteria Quality of the event to the community, number of spectators event draws to the community, value of the event to the community, and if the event is new or continuing.

Grant funding is awarded in 50% Mandan Bucks and 50% in the form of a check to the organization to help and assist in the promotion of the event.

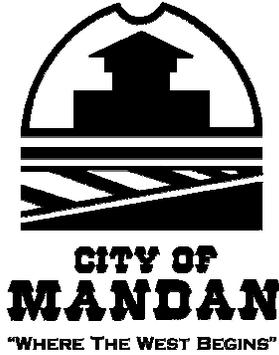
My recommendation and that of the Funding Committee is to approve the following distribution of funds to the following organizations. We are asking approval of the MPO Board of Directors for these recommendations.

MAKING A DIFFERENCE!



Board of City Commissioners
 Agenda Documentation
 Meeting Date: May 19, 2015
 Subject: City of Mandan MPO Grant Funding
 Page 3 of 3

Name of Organization	Amount of Funding	Event
Mandan Lions	0	tractor
July 4th Road Race	\$1,575.00	Road Race
Great Western Expo	\$1,575.00	event
Old Red Old Ten Committee	\$750.00	rummage sale breakfast
Dacotah Speedway	\$1,000.00	Governor cup/ enduro race
Railroad Museum	\$500.00	3 Railroad events at museum
Horse & Saddle Club	\$1,000.00	high school and family rodeos
Friends of Ft. Lincoln	\$300.00	3 events at Ft. Lincoln St Park
Mandan Parks & Rec	\$2,000.00	Slide the City
Muscians Assoc.	\$2,000.00	band shell events
July 4th Parade Committee	\$1,500.00	parade
Mandan Rodeo Days	\$2,000.00	rodeo
Art in the Park Committee	\$1,300.00	art in the park
OktoberFest Committee	\$2,000.00	Oktoberfest event
Grill Fest Committee	\$1,500.00	Grill Fest event
Heritage Plaza Committee	\$1,000.00	3 flea markets
Total	\$20,000.00	50% in Mandan Bucks 50% check



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 14, 2015
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Jeff Wright
PRESENTER: Jeff Wright, Director of Public Works
SUBJECT: Consider new rules and regulations at the Mandan Union Cemetery.

STATEMENT/PURPOSE: Consider updating the rules and regulations at the Mandan Union Cemetery to allow Cemetery staff to effectively maintain the Cemetery.

BACKGROUND/ALTERNATIVES: The existing rules and regulations for the Mandan Union Cemetery have not been updated for years and do not effectively address the commemorative items that are being placed throughout the Cemetery, but they do address the unattended or unfastened horse. The need to update is needed.

Cemetery and Engineering staff has been working on an update of the rules and regulations for a while now and have gathered information from local cemeteries to compare what they are doing. The proposed changes are a combination of the data collected and will allow the cemetery staff to effectively maintain the Cemetery. Future permanent memorial options and future signage are forthcoming. The proposed rule changes are as follows:

To respect all patrons and preserve the beauty of the Mandan Union Cemetery, the following Rules and Regulations are proposed.

MANDAN UNION CEMETERY RULES AND REGULATIONS

- The Mandan Union Cemetery is open from 7 a.m. to sunset.
- Vehicles are restricted to established roads.
- Pets are welcome, however, they must be leashed and please pick up after them.
- Please do not leave food or drink items at the grave site.
- Ground maintenance and grave opening and closings are done by cemetery staff.
- Placing or repairing of monuments and other ground concerns must be authorized by cemetery staff.
- The Mandan Union Cemetery is not responsible for any items that may be damaged or missing and reserves the right to remove items at any time.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Consider new rules and regulations at the Mandan Union Cemetery.

Page 2 of 8

FRESH CUT AND ARTIFICIAL FLOWERS: Floral items may be placed on graves during the following Holidays: Memorial Day, Fourth of July, Veterans Day, Thanksgiving, Christmas and Easter, these items must be removed within two weeks after the Holiday. Following a burial, items may be placed at the grave site; these items must be removed after two weeks. Flowers that are on or around headstones should be placed in a manner that allows for unobstructed mowing and trimming and should be attached or anchored to the headstone if possible. Flat markers that are not in line with monuments may not have anything live or artificial around them.

PERMANENT PLANTINGS: Permanent plantings will not be permitted on graves at any time. Permanent Memorial options are being considered by the City of Mandan.

COMMEMORATIVE ITEMS: Commemorative items are not permitted at any time. Examples: statues, vigil lights and glass objects of any nature, benches, hanging plants, bird houses, flagpoles or large animals.

Note: New regulations will go into effect July 1, 2015. Previous permanent plantings will be grandfathered in; however, plantings that impede cemetery maintenance will be cut back or removed.

Patrons will have until September 1, 2015 to collect unpermitted items. Cemetery staff will begin to remove items after this date and hold until May 1, 2016 for anyone who wishes to collect them.

ATTACHMENTS: Comparison of Cemetery Regulations, pictures

FISCAL IMPACT: The proposed changes should help reduce the amount of help needed at the Cemetery for maintenance.

STAFF IMPACT: Free up trimming time and allow staff to do other needed maintenance.

LEGAL REVIEW: Malcolm has reviewed document and has no issues.

RECOMMENDATION: Recommend approving the new rules and regulations at the Mandan Union Cemetery as presented.

SUGGESTED MOTION: Move to approve the new rules and regulations at the Mandan Union Cemetery as presented.

Comparison of Cemetery Regulations

FRESH CUT FLOWERS:

Veterans Cemetery: Fresh cut flowers may be placed on graves at any time. Only temporary flower containers are permitted. Floral items will be removed from graves when they become faded or unsightly.

Sunset Memorial Gardens: Fresh cut flowers are permitted in vases. Glass containers are prohibited. Metal vases approved by the cemetery are allowed in the grave space only. Potted plants must not be placed or sunk in the ground. No copings will be permitted around the graves.

Fairview Cemetery: (Rules for all flowers and decorations)

No hanging baskets, urns, vases or flower boxes of any kind may be installed, except for flower vases that are an integral part of a monument. Memorial Day placements (flower arrangements) may be permitted to remain in place for a period up to 14 days thereafter. Flower vases that are an integral part of the monument may be placed. The cemetery reserves the right to remove all natural, dried or silk floral designs, flower or any trees, shrubs, plants or herbage of any kind, from the cemetery as soon as they become detrimental to the operation of the cemetery, or do not conform to these rules and regulations.

Garrison Cemetery: Flowers that are on or around headstones should be placed in a manner that allows for unobstructed mowing and weed eating. Flowers should be attached or anchored to the headstones if possible. Vehicles are restricted to the established roads.

Proposed Mandan Union: Fresh cut flowers may be placed on graves at any time. Floral items will be removed from graves when they become faded or unsightly. Flowers that are on or around headstones should be placed in a manner that allows for unobstructed mowing and trimming and should be attached or anchored to the headstone if possible.

ARTIFICIAL FLOWERS:

Veterans Cemetery: Artificial flowers may be placed on graves during the period of October 15th to the 10th day following Memorial Day.

Sunset Memorial Gardens: Artificial flowers in vases are permitted.

Garrison Cemetery: Flowers that are on or around headstones should be placed in a manner that allows for unobstructed mowing and weed eating. Flowers should be attached or anchored to the headstones if possible.

Proposed Mandan Union: Artificial flowers may be placed on graves at any time. Floral items will be removed from graves when they become faded or unsightly. Flowers that are on or around headstones should be placed in a manner that allows for unobstructed mowing and trimming and should be attached or anchored to the headstone if possible.

CHRISTMAS FLOWERS:

Veterans Cemetery: Christmas wreaths or blankets are permitted on graves during the Christmas season commencing 1 December and will be removed by caretakers on 1 February each year.

Sunset Memorial Gardens: Evergreens or other winter grave decorations will be removed in the spring or whenever in the judgment of cemetery management.

Proposed Mandan Union: See fresh cut and artificial flowers.

PERMANENT PLANTINGS:

Veterans Cemetery: Permanent plantings will not be permitted on graves at any time. Potted plants will be permitted on graves during the period 10 days before and 10 days after Easter Sunday and Memorial Day.

Sunset Memorial Gardens: No planting of any kind in any section of the cemetery is permitted, other than by the cemetery.

Garrison Cemetery: Trees and shrub planting not allowed on the plots. Allowed if approved by the City of Garrison.

Proposed Mandan Union: Permanent plantings will not be permitted on graves at any time.

COMMEMORATIVE ITEMS:

Veterans Cemetery: Statues, vigil lights, glass objects of any nature or any other commemorative items are not permitted on the graves at any time. All graves will be decorated on Memorial Day by the cemetery staff with 8"x12" United States Flags. U.S. Flags are not permitted on graves at any other time.

Sunset Memorial Gardens: Flags for graves of veterans and other organizations will be permitted on day before and one day following Memorial Day and Veterans Day.

Garrison Cemetery: Ornammentation is not allowed to be placed on the plots. This would be any articles

Besides flowers that is not attached to the headstones, battery powered lights, glass articles, etc.

Proposed Mandan Union: Commemorative items are not permitted at any time. Examples: statues, vigil lights and glass objects of any nature, benches, hanging plants, bird houses, flagpoles or large animals.

REMOVAL OF DECORATIVE ITEMS:

Veterans Cemetery: During lawn mowing and ground maintenance season all floral items will be removed from graves when that section of the cemetery requires mowing or other maintenance.

Sunset Memorial Gardens: Flowers, wreaths or funeral designs will be removed from the graves when in the judgment of the cemetery management they have become unsightly.

Nov. 15th to April 15 – Artificial winter wreaths, artificial flowers in vases are permitted. Not responsible for vases left upright. Arrangements and decorations should not exceed 30".

April 15 – On or about this date, depending upon the growing season, the caretaker will remove all winter decorations on the grave.

May 28 to June 6 – After June 6 all artificial flowers, potted plants, wreaths and any other decoration, except arrangements in vases will be removed by the caretaker.

June 6 to Oct. 1 – Only arrangements in vases may be used during this period, as this time is the heaviest mowing and trimming season.

Garrison Cemetery: Flowers that are placed around the headstones for the Holidays should be removed from the area within two weeks after the Holiday if they are not attached to the headstones or in permanent vases on the headstones. Flowers that are left will be removed for facilitating ground maintenance.

Other Rules:

The Mandan Union Cemetery is open from 7 a.m. to sunset.

Vehicles are restricted to established roads.

Pets are welcome, however, they must be leashed and please pick up after them!

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

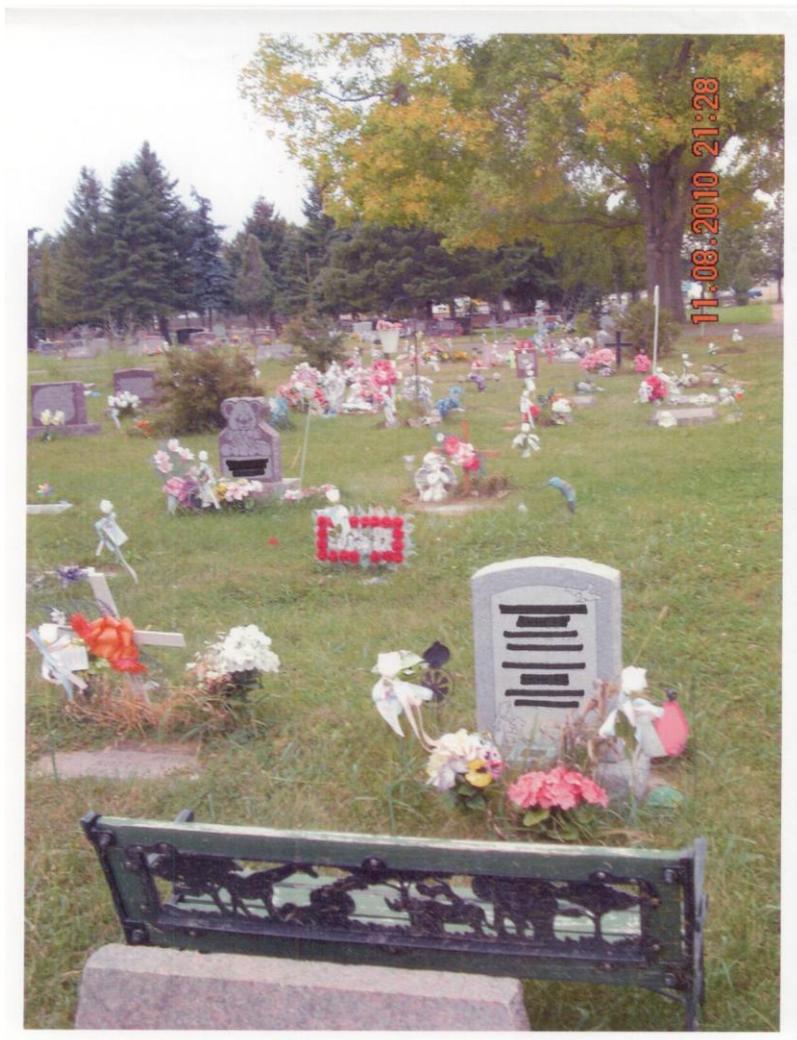
Subject: Consider new rules and regulations at the Mandan Union Cemetery.

Page 6 of 8

Ground maintenance and grave opening and closings are done by cemetery staff.

Placing or repairing of monuments and other ground concerns should first be authorized by cemetery staff.

The Mandan Union Cemetery is not responsible for any items that may be damaged or missing and reserves the right to remove items at any time.



Board of City Commissioners

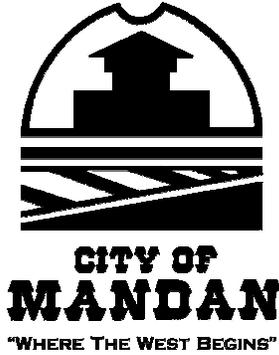
Agenda Documentation

Meeting Date: May 19, 2015

Subject: Consider new rules and regulations at the Mandan Union Cemetery.

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Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 14, 2015
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Shirley Shaw/City Assessor
PRESENTER: Shirley Shaw/City Assessor
SUBJECT: Reassessment of property - Wachter Development, Inc. for 2014

STATEMENT/PURPOSE: To consider a reduction in the land value for the 2014 year due to it having limited use and is a storm water drainage and should not have received adjustments.

BACKGROUND/ALTERNATIVES:

Reason for abatement: To lower the land value for the 2014 year. The land has limited use & is used as a Storm water drainage; should not have received adjustments. The land value in 2014 was \$58,500 and should be \$10,000; a \$48,500 difference.

ATTACHMENTS: Abatement form, data sheet and map.

FISCAL IMPACT: \$762

STAFF IMPACT: Minimal

LEGAL REVIEW: In accordance with NDCC 57-23-04.

RECOMMENDATION: I recommend a motion to approve to lower the land value for the 2014 year from \$58,500 to \$10,000 due to the land having limited use at this time.

SUGGESTED MOTION: A motion to approve a reduction in the land value for 2014 from \$58,500 to \$10,000.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Reassessment of property - Wachter Development, Inc. for 2014

Page 3 of 7



Google earth

feet
meters



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 WACHTER DEVELOPMENT INC

Address 1609 8 AVE SE

Legal Description of the property involved in this application

Lot: 30

Block: 1

HEART RIDGE

Property ID Number

City 10994

County 65-6108010

Total true and full value of the property described above for the year 2014 is:

Land \$58,500
Improvements \$0
Total (1) \$58,500

Total true and full value of the property described above for the year 2014 should be:

Land \$0
Improvements \$0
Total (2) \$0

The difference of \$58,500 true and full value between (1) and (2) above is due to the following reason(s):

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

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

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

The Applicant asks that we abate this value due to reassessment of this lot for 2014. Storm water drainage; should not have received adjustment due to having limited use at this time.

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Board of City Commissioners

Agenda Documentation

Meeting Date: May 19, 2015

Subject: Reassessment of property - Wachter Development, Inc. for 2014

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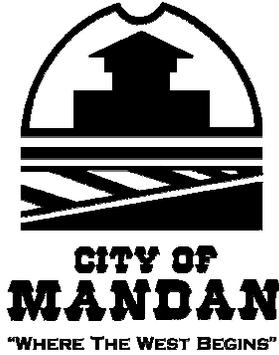
Fri, 4/10/2015, 1:00 PM Page 2

Prop Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
2012		Import	Urban	Other	\$27,700	\$0	\$0	\$0	\$27,700
2013		Import	Urban	Other	\$28,500	\$0	\$0	\$0	\$28,500
2014	Import from County file.	Import	Urban	Other	\$58,500	\$0	\$0	\$0	\$58,500

Notes:

Note Title: Original AS400 Notes

2015 SS: STORM WATER DRAINAGE; SHOULD NOT RECEIVE MARKET INCREASES OR ADJUSTMENTS; NON BUILDABLE LAND.



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 19, 2015
PREPARATION DATE: May 15, 2015
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Ken Weber, AE2S Project Manager
SUBJECT: Update and presentation by AE2S on Water Treatment Plant Intake Study.

STATEMENT/PURPOSE: Update and presentation by AE2S on Water Treatment Plant Intake study.

BACKGROUND/ALTERNATIVES: In 2013 the city entered into agreement with AE2S Engineering for the purpose of studying the need, possible locations, and costs associated with a potential new intake for the water treatment plant. Last fall, AE2S updated commission on findings, including a recommended site and probable cost of project. Since that time, AE2S and the city have been corresponding with permitting agencies as well as potential funding sources. Ken Weber of AE2S will present and update where we are today with the project.

ATTACHMENTS:
1. Presentation opening slide

FISCAL IMPACT: To date, the city has been billed and for and paid the majority of approximately \$155K worth of work done by AE2S out of an agreement not to exceed \$250K for this study.

STAFF IMPACT: Minimal

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

RECOMMENDATION: No motion needed, for update information only.

SUGGESTED MOTION: No motion needed.

Mandan Raw Water Intake Update



Ken Weber, PE

May 19, 2015



**CITY OF
MANDAN**



TESORO



AE2S

ORDINANCE NO. 1206

AN ORDINANCE CHANGING THE NAMES OF CERTAIN STREETS OR PARTS THEREOF SITUATED WITHIN THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

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

Section 1. Name of Street. The names of the following streets are hereby changed as set forth below, namely;

- 1. 46th Loop SE as platted in Lakewood Commercial Park Second Replat in Section 6, Township 138 North, Range 80 West of the City of Mandan, Morton County, North Dakota is hereby changed to Water Park Loop SE.
- 2. Fairwater Street SE as platted in Lakewood Commercial Park Second Replat in Section 6, Township 138 North, Range 80 West of the City of Mandan, Morton County, North Dakota is hereby changed to Fairwater Way SE.
- 3. Anchor Street SE as platted in Lakewood Commercial Park Second Replat in Section 6, Township 138 North, Range 80 West of the City of Mandan, Morton County, North Dakota is hereby changed to Anchor Way SE.

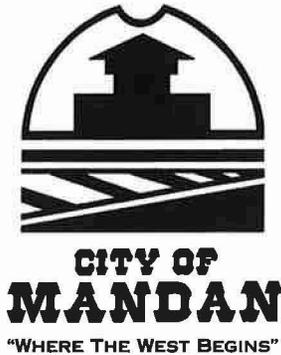
Section 2. Notice. The proper officials of the city are hereby directed to take such action as they may deem necessary or desirable to notify city residents of this change.

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: May 5, 2015
Second Consideration: May 19, 2015
Recording Date: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE:	May 19, 2015
PREPARATION DATE:	May 13, 2015
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch, Finance Director
PRESENTER:	Greg Welch, Finance Director
SUBJECT:	Resolution Authorizing Undertaking for Municipal Improvement Consisting of Wastewater Treatment Facility Interim Optimization Improvements; and Resolution Authorizing the Issuance of Sewer Improvement Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A.

PURPOSES

1. To consider a Resolution Authorizing Undertaking for Municipal Improvement Consisting of Wastewater Treatment Facility Interim Optimization Improvements.
2. To consider a Resolution Authorizing the Issuance of Sewer Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A.

BACKGROUND

The Wastewater Treatment Facility Interim Optimization Project includes rehabilitation of the existing pretreatment building (i.e. new electrical, process, mechanical, and odor control equipment), expansion of blower capacity along with modifications to the existing blower building, new ultra violet disinfection equipment and channel modifications, underground yard piping modifications, installation of solar powered aeration equipment in sludge storage facility and miscellaneous aeration improvements.

On April 1, 2014 the Board of City Commissioners approved to enter into an Agreement with Advanced Engineering and Environmental Services for engineering services for the Project.

On August 5, 2014 the Board of City Commissioner approved to award the Bid to Trojan Technologies for the UV Disinfection Equipment Procurement for the Project.

On October 7, 2014 the Board of City Commissioners approved the purchase of two SolarBee Mixers and accessories for the Project.

On December 2, 2014, the Board of City Commissioners approved the Advertisement for Bids for the Project.

On December 2, 2014, the Board of City Commissioners approved the Resolution authorizing filing of application with the North Dakota Department of Health for a Loan under the Clean Water Act.

On January 9, 2015, the City was approved by the Industrial Commission of North Dakota for a Loan in the amount of \$5,300,000 from the North Dakota Public Finance Authority's Clean Water State Revolving Fund Program to finance the Project. The interest rate on the Loan is 2.0% plus a 0.5% administrative fee and the maturity date is September 1, 2035. The Loan will be repaid from user fees. The City is only obligated for the Loan draw requests.

On January 20, 2015, the Board of City Commissioners approved the Bids for the Project.

Construction began February 2015 and will be completed February 2016.

ATTACHMENTS

- E-mail from the City's Bond Counsel Steven L. Vogelpohl, Attorney At Law.
- Resolution Authorizing Undertaking for Municipal Improvement Consisting of Wastewater Treatment Facility Interim Optimization Improvements.
- Resolution Authorizing the Issuance of Sewer Improvement Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A.

FISCAL IMPACT

- The total approved SRF Loan = \$5,300,000
- The City included this Project in the 2015 Budget and adjusted the Water and Sewer Base Rate to service the debt on the Loan.

STAFF IMPACT

None

LEGAL REVIEW

The Resolutions were prepared by the City's Bond Counsel Steven L. Vogelpohl, Attorney At Law.

RECOMMENDATIONS

1. To approve the Resolution Authorizing Undertaking for Municipal Improvement Consisting of Wastewater Treatment Facility Interim Optimization Improvements.
2. To approve the Resolution Authorizing the Issuance of Sewer Improvement Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A.

SUGGESTED MOTIONS

1. Move to approve the Resolution Authorizing Undertaking for Municipal Improvement Consisting of Wastewater Treatment Facility Interim Optimization Improvements.
 2. Move to approve the Resolution Authorizing the Issuance of Sewer Improvement Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A.
-

Greg Welch

From: Steven Vogelpohl
Sent: Thursday, May 07, 2015 11:16 AM
To: Greg Welch
Cc: Brown, Malcolm H.
Subject: CWSRF Financing - Wastewater Treatment Facility Interim Optimization
Attachments: RESOLUTION AUTHORIZING UNDERTAKING.pdf; RESOLUTION AUTHORIZING ISSUANCE.pdf

Greg,

Attached, for the City Commission's consideration and adoption on May 19 in the order listed, are resolutions as follows:

1. Resolution Authorizing Undertaking for Municipal Improvement Consisting of Wastewater Treatment Facility Interim Optimization Improvements; and
2. Resolution Authorizing the Issuance of Sewer Improvement Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A.

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

Steve

CITY
OF
MANDAN
NORTH DAKOTA

**RESOLUTION AUTHORIZING UNDERTAKING
FOR
MUNICIPAL IMPROVEMENT
CONSISTING OF
WASTEWATER TREATMENT FACILITY
INTERIM OPTIMIZATION IMPROVEMENTS**

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

1. That this Board has investigated the facts necessary to ascertain and does hereby find, determine and declare that the City has compelling cause to proceed with construction, improvement and betterment of the City's Water and Sewer Utility by an undertaking defined by North Dakota Century Code Section 40-35-02, to consist of, but not limited to, wastewater treatment facility interim optimization improvements, as well as all other items of work and materials which are reasonably necessary or incidental to the completion of such project (the "Sewer 2015A Undertaking");

2. That it has further been determined that the cost of the Sewer 2015A Undertaking has been estimated by the engineer therefor to be approximately \$5,300,000 which sum includes all construction costs, construction interest, legal, engineering, and administrative fees and contingencies;

3. That it has also been determined that the amount necessary to finance the Sewer 2015A Undertaking may best be provided through the issuance of revenue bonds of the City in amounts not to exceed \$5,300,000 to be sold to the North Dakota Public Finance Authority to evidence a State Revolving Fund Loan;

4. That the officers of the City are hereby authorized to complete such work and arrangements necessary to effect completion of the Sewer 2015A Undertaking and its financing;

5. It is hereby determined that all preliminary proceedings initiated for the project referred to herein are hereby modified to the extent that all such proceedings shall be incorporated within the Sewer 2015A Undertaking and that this Board does

hereby adopt by reference all of the previous resolutions and actions approved and taken by this Board and the City or its authorized officials in connection herewith; and

6. It is expressly resolved that it is the intent of the City to proceed with the Sewer 2015A Undertaking heretofore commenced with proceedings for the Sewer 2015A Undertaking to be hereafter followed as prescribed by North Dakota Century Code Chapter 40-35 and Mandan Code of Ordinances Chapter 9-01.

Dated this 19th day of May, 2015.

CITY OF MANDAN, NORTH DAKOTA

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 May 19, 2015, as follows:

Adoption moved by _____ Seconded by _____

"Aye" _____

"Nay" _____

Absent _____

and after vote the presiding officer declared the resolution adopted.

CITY OF MANDAN, NORTH DAKOTA

**RESOLUTION AUTHORIZING THE ISSUANCE OF
SEWER IMPROVEMENT INTERIM CERTIFICATES OF 2015, SERIES A
AND
SEWER IMPROVEMENT REVENUE BONDS OF 2015, SERIES A**

WHEREAS, the City of Mandan, North Dakota (the "City") owns, operates and maintains a water and sewer utility as described and defined in Section 9-01-01 of Mandan Code of Ordinances Chapter 9-01 (the "Utility");

WHEREAS, it is necessary to make improvements to the Utility including, but not limited to, wastewater treatment facility interim optimization improvements, as well as all other items of work and materials which are reasonably necessary or incidental to the completion of such project (the "Project") at a total estimated cost of \$5,300,000;

WHEREAS, the best interests of the City, its taxpayers and the users of the Utility would be properly and effectively served by financing the cost of the Project by issuance by the City of its Sewer Improvement Interim Certificates of 2015, Series A (the "Interim Certificates") and its Sewer Improvement Revenue Bonds of 2015, Series A (the "Bonds") pursuant to the provisions of Chapter 40-35 of the North Dakota Century Code (the "NDCC") and Mandan Code of Ordinances Chapter 9-01 (the "Ordinance");

WHEREAS, the City has heretofore issued and has outstanding its Sewer Improvement Revenue Bonds of 1997 (the "1997 Bonds"), its Water Improvement Revenue Bonds of 2002 (the "2002 Bonds"), its Water and Sewer Revenue Bonds, Series 2005 (the "2005 Bonds"), its Sewer Improvement Revenue Bonds of 2008, Series A (the "2008 Series A Sewer Bonds"), its Sewer Improvement Revenue Bonds of 2008, Series B (the "2008 Series B Sewer Bonds"), its Water Improvement Revenue Bonds of 2008, Series A (the "2008 Series A Water Bonds"), its Water Improvement Revenue Bonds of 2008, Series B (the "2008 Series B Water Bonds") and its Water Improvement Revenue Bonds of 2010, Series A (the "2010 Series A Water Bonds"), which 1997 Bonds, 2002 Bonds, 2005 Bonds, 2008 Series A Sewer Bonds, 2008 Series B Sewer Bonds, 2008 Series A Water Bonds, 2008 Series B Water Bonds and 2010 Series A Water Bonds pursuant to the respective resolutions authorizing issuance thereof are payable from net revenues of the Utility as defined in Subsection 3 of Section 9-01-06 of the Ordinance (the "Net Revenues");

WHEREAS, other than the 1997 Bonds, the 2002 Bonds, the 2005 Bonds, the 2008 Series A Sewer Bonds, the 2008 Series B Sewer Bonds, the 2008 Series A Water Bonds, the 2008 Series B Water Bonds and the 2010 Series A Water Bonds (together, the "Outstanding Bonds"), the City has no outstanding bonds or evidences of indebtedness payable from the Revenue Bond Account (the "Revenue Bond Account") of the Water and Sewer Utility Fund (the "Fund") as described and defined in the Ordinance;

WHEREAS, the North Dakota Public Finance Authority (the "Authority") was created and is authorized to lend money to political subdivisions of the State of North Dakota, to acquire and hold municipal securities issued by such political subdivisions, including those issued to construct, maintain, repair, and operate or cause to be operated, public water and sewer system utilities, and to issue its bonds to pay the costs of acquiring such municipal securities;

WHEREAS, certain funds have been deposited in the water pollution control revolving loan fund created by NDCC Chapter 61-28.2 (the "Revolving Loan Fund") from which Revolving Loan Fund loans will be made to political subdivisions of the State, including the City to finance the costs of public sewer system utilities and to assist public entities in connection with the financing of such facilities;

WHEREAS, the City has made timely application to the North Dakota Department of Health (the "Department") pursuant to the requirements of the Revolving Loan Fund to finance all or a portion of the cost of the Project;

WHEREAS, the Authority and the Department have approved the City's application for a loan from the Revolving Loan Fund in an amount not to exceed \$5,300,000; and

WHEREAS, the City will issue its Interim Certificates and Bonds to the Authority to evidence the loan to the City from the Revolving Loan Fund in accordance with the provisions of the North Dakota State Revolving Fund Program Loan Agreement (the "Loan Agreement") between the Authority and the City;

NOW, THEREFORE, be it resolved by the governing body of the City that the City covenants and agrees as follows:

Section 1. Authorization, Sale, Terms, Preparation and Execution of Interim Certificates. Prior to and in anticipation of the issuance of the Bonds authorized by this Resolution, the issuance of the Interim Certificates is hereby authorized in the total principal amount of not to exceed \$5,300,000 at such time or times as funds are needed to pay the costs of the Project as such costs are incurred and approved

by the Department and the Authority (but in no case for a principal amount that is greater than the actual cost of the Project and related costs of issuance and any other expenses, administrative or otherwise, incurred by the City in the completion of the Project). The sale of the Interim Certificates by the City to the Authority on the terms and conditions set forth herein at a purchase price of par is hereby authorized and approved. Within three days following the payment of such incurred and approved costs, the City shall provide a copy of the payment voucher, or other document evidencing the payment, to the Authority.

The Interim Certificates shall be dated as of the date of authentication, and shall be numbered in consecutive numerical order from R-1 upwards as issued and shall be issued in such amounts, subject to the limitations established in this Resolution, as are determined to be required from time to time by the President of the Board of City Commissioners and the City Administrator at the interest rate established for the Bonds. The Interim Certificates shall be payable on demand by the holder thereof and shall be callable on demand by the City at such time as the City determines that the entire cost of the Project is determined as set out in this Resolution, and shall be redeemable with the proceeds from the sale of the Bonds or by exchange therefor. The Interim Certificates shall not bear interest until the date of their authentication. Interest on the Interim Certificates shall be payable in the manner and on the dates as set forth in Attachment 1 and Attachment 2 to this Resolution.

The Interim Certificates shall be reproduced in substantially the form attached to this Resolution as Attachment 2.

The Interim Certificates 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 and attested to by the manual or facsimile signature of the City Administrator and delivered to the purchaser upon receipt of the purchase price. The Interim Certificates 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 dated and executed by manual signature of an authorized representative of the registrar named in Attachment 2. The Interim Certificates shall be registered as to both principal and interest and such 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 amount for payment of principal and interest on the Interim Certificates; and the City and the registrar may deem and treat the person in whose name any Interim Certificate is registered as the absolute owner thereof, whether the Interim Certificate is overdue or not, for the purpose of

receiving payment and for all other purposes, and neither the City nor the registrar shall be affected by any notice to the contrary.

Section 2. Authorization and Sale of Bonds. The issuance of the Bonds is hereby authorized in the total principal amount of not to exceed \$5,300,000 (but in no case for a principal amount that is greater than the actual cost of the Project and related costs of issuance and any other expenses, administrative or otherwise, incurred by the City in the completion of the Project as evidenced by the Bonds or the Interim Certificates herein authorized to be issued). The sale of the Bonds is hereby awarded to the Authority on the terms and conditions set forth herein at a purchase or exchange price of par. Capitalized terms used in this Resolution and not defined herein shall have the meanings given to such terms in the Ordinance.

Section 3. Terms of the Bonds. The Bonds delivered for the purpose of redeeming the Interim Certificates shall be initially dated the last date to which interest has been paid in full on the Interim Certificates redeemed. Bonds issued upon exchanges and transfers of Bonds before the first interest payment date of the Bonds shall also be dated as of the date of initial issuance. Bonds issued upon exchanges or transfers after the first interest payment date of the Bonds shall be dated as of March 1 or September 1 next preceding their issuance, or if the date of issuance shall be a March 1 or September 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. The Bonds shall be issued in fully registered form in denominations of \$1,000 or any integral multiple thereof or as otherwise agreed by the Authority and the President of the Board of City Commissioners and City Administrator, of single maturities. The Bonds shall be numbered in consecutive numerical order from R-1 upwards as issued and shall mature on September 1 in the years and in the amounts and shall bear interest at the rate as set forth in Attachment 1 to this Resolution.

Interest on the Bonds and, upon presentation and surrender thereof to the Bank of North Dakota as paying agent and registrar of the Bonds (the "Paying Agent" or "Registrar") or its successor, the principal thereof, shall be payable in lawful money of the United States of America by check or draft or by deposit to the registered owner's account at the Bank of North Dakota. Interest shall be payable on March 1 and September 1 in each year, commencing on the next March 1 or September 1 after the date upon which the Bonds commenced the accrual of interest, to the person in whose name the bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. 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.

The Bonds shall be payable from the Revenue Bond Account, as set out in Section 8 hereof.

Section 4. Late Charge. The City shall pay a late charge for any payment that is received by the Authority later than the due date in an amount equal to the greater of twelve percent (12%) per annum or the base rate of the Bank of North Dakota plus one half of one percent per annum on such late payment from its due date to the date it is actually paid; however, the interest rate payable on the Bonds, including such late charge, shall not be in excess of the maximum rate permitted by law as of the date hereof.

Section 5. Redemption. The Bonds are subject to redemption and prepayment prior to maturity only with the written consent of the Authority. 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.

Section 6. Transfer and Registration. The Bonds are transferable upon the books of and at the principal office of the 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 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 such Bonds.

The Bonds shall be registered as to both principal and interest and the 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 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 Registrar shall be affected by any notice to the contrary.

Section 7. Preparation and Execution of Bonds. 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 and attested to by the manual or facsimile signature of the City Administrator and delivered to the purchaser at closing upon receipt of the purchase price or exchanged at par for the Interim Certificates. 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 manual signature of an authorized representative of the Registrar.

The Bonds shall be reproduced in substantially the form attached to this Resolution as Attachment 3.

Section 8. Security. In accordance with the Ordinance, Net Revenues are hereby pledged and appropriated for the payment of the principal of and the interest on the Bonds, and subject to a computation in accordance with Subsection 2 of Section 9-01-07 of the Ordinance and written certification thereof by the City Administrator delivered to the Authority prior to issuance of the Bonds determining that the Bonds are payable from the Revenue Bond Account in the manner provided in Subsection 3 of Section 9-01-06 of the Ordinance, said principal and interest payments on the Bonds shall constitute a first and prior lien and charge on the Net Revenues accruing to the Revenue Bond Account on a parity with the lien and charge in favor of the Outstanding Bonds and other bonds, if any, which are issued before issuance of the Bonds and payable from the Revenue Bond Account in accordance with the Ordinance, without preference or priority of one bond over any other by reason of date of issue or for any other reason except as expressly provided in the Ordinance, and the Bonds and interest thereon, together with the Outstanding Bonds and such other bonds and interest thereon payable from the Revenue Bond Account, shall constitute a lien and charge on the Net Revenues prior to that in favor of all improvement warrants and refunding improvement bonds heretofore and hereafter issued and made payable from the Improvement Warrant Account of the Fund. Upon adoption of this Resolution by this governing body, the City Administrator shall segregate in a separate account within the Fund surplus Net Revenues timely and in amounts sufficient in order to make payments when due on the Interim Certificates, and prior to issuance of the Bonds, the City Administrator shall credit to the Revenue Bond Account Monies on Hand in the Fund in such amount as necessary to fully fund the reserve in the Revenue Bond Account at the amount required by Subsection 3 of Section 9-01-06 of the Ordinance.

The City Administrator is hereby directed to timely perform the computation and certification specified in this Section 8, and in order to facilitate the determination to be so certified, the City covenants to take all actions necessary therefor, including, but not limited to, increases in rates for water and sewerage service.

The City further covenants that it will at all times maintain a schedule of rates and charges for all services, facilities, commodities and benefits furnished by the Utility and will impose and collect the same in amounts such that the Net Revenues received in each fiscal year are not less than 120% of the amount of Net Revenues required to be paid or credited to the Revenue Bond Account for such fiscal year under Section 9-01-06 of the Ordinance and will revise such schedule as and whenever needed to perform this covenant.

Each and all of the provisions of the Ordinance are hereby approved, ratified and confirmed and shall remain in full force and effect for the security of all holders of the Bonds until the Bonds and the interest thereon are fully paid or otherwise discharged in accordance with the provisions of this Resolution.

Section 9. Construction Account. There shall be created a Construction Account within the Fund which shall be established and maintained as a separate account to be used only to pay the cost of the Project and costs of issuance of the Interim Certificates and Bonds. To this account shall be credited all proceeds from the sale of the Interim Certificates and the earnings received from time to time from investment of such account. All costs and expenses of the Project and the costs of issuance shall be paid from time to time as incurred and allowed from the Construction Account and the moneys in the Construction Account shall be used for no other purposes; provided, that if upon completion of the Project, there remains any unexpended balance in the Construction Account, such balance shall be transferred to the Revenue Bond Account. Expenditure of monies from the Construction Account shall be made and accounted for by the officers of the City empowered to expend and required to account for the City's general funds.

Section 10. Defeasance and Discharge. When all of the Bonds, and the interest thereon have been defeased and discharged as provided in this Section 10, all pledges, covenants and other rights granted by this Resolution and the Ordinance 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 a suitable banking institution, 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 §40-36-13(3) 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.

Section 11. Arbitrage. The City covenants that (i) it will restrict the use of the proceeds of the Interim Certificates and 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 Interim Certificates and the Bonds, so that the Interim Certificates and 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 Interim Certificates and the Bonds) so that the interest on the Interim Certificates and 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.

Section 12. Other Proceedings. The City authorizes its officers to furnish certified copies of all proceedings had with regard to the Interim Certificates and the Bonds by its governing body and authorizes the President of the Board of City Commissioners and City Administrator to execute the Loan Agreement on behalf of the City, which Loan Agreement shall be in substantially the form attached to this Resolution as Attachment 4, the City hereby agreeing to accept without any further action by or on behalf of the City such amount of loan forgiveness, if any, that the Department and the Authority may hereafter authorize. The City agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Interim Certificates and the Bonds, the tax-exempt status of interest payable thereon, the absence of litigation materially affecting the Interim Certificates and the Bonds and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting.

Section 13. Bonds Payable from Revenues. The Bonds shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, nor shall the City be subject to any pecuniary liability thereon. No holder or holders of the Bonds shall ever have the right to compel any exercise of the taxing power of the City to pay the Bonds or the interest thereon, nor to enforce payment thereof against any property of the City. The Bonds shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the City. The Bonds,

including interest thereon, are payable solely from the revenue pledged to the payment thereof, and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation.

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Dated and adopted this 19th day of May, 2015.

CITY OF MANDAN, NORTH DAKOTA

President, Board of City Commissioners

Attest:

City Administrator

(S E A L)

The governing body of the City acted on the foregoing resolution on May 19, 2015, 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.

CITY OF MANDAN, NORTH DAKOTA

SEWER IMPROVEMENT
INTERIM CERTIFICATES OF 2015, SERIES A

AND

SEWER IMPROVEMENT
REVENUE BONDS OF 2015, SERIES A

SCHEDULE OF MATURITIES AND INTEREST RATES

The principal amount of Sewer Improvement Revenue Bonds of 2015, Series A (the "Bonds"), as finally determined pursuant to the terms of the annexed resolution, will mature in annual amounts payable on September 1 in each year as agreed by the Authority and the President of the Board of City Commissioners and City Administrator at the date of original issuance, commencing in 2016, 2017, 2018, 2019 or 2020, with final maturity in 2035, 2036, 2037, 2038 or 2039. The interest on the outstanding principal amount of the Bonds shall be payable at an annual rate of 2.00% on each March 1 and September 1 during which the Bonds are outstanding. The principal maturing in each of the years shall be determined as of the date of issuance of the Bonds for the redemption of the Sewer Improvement Interim Certificates of 2015, Series A (the "Interim Certificates") by determining, to the nearest denomination of \$1,000 or other amount agreed to by the Authority and the President of the Board of City Commissioners and City Administrator, the closest amount to equal annual payment of principal and interest on the Bonds as agreed to by the Authority and the President of the Board of City Commissioners and City Administrator.

The Interim Certificates shall bear interest at an annual rate of 2.00% from their date of authentication until the date of their redemption which accrued interest shall be payable on each March 1 and September 1 until the date of redemption.

(INTERIM CERTIFICATE FORM)

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

SEWER IMPROVEMENT INTERIM CERTIFICATE OF 2015, SERIES A

No. R-

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
2.00%	Payable on Demand	

Registered Owner: North Dakota Public Finance Authority, Bismarck, North Dakota

Principal Amount:

The City of Mandan, North Dakota (the "Issuer"), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to exchange for or pay with the proceeds from the sale of its Sewer Improvement Revenue Bonds of 2015, Series A (the "Bonds"), to the registered owner specified above, the Principal Amount specified above on the Maturity Date set forth above, upon the presentation and surrender hereof, and to pay to the registered owner hereof interest on such Principal Amount from the date of authentication hereof at the annual Interest Rate set forth above on each March 1 and September 1 while this Interim Certificate is outstanding. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by the Bank of North Dakota, Bismarck, North Dakota, as registrar and paying agent under the Resolution hereinafter described or its successor, by check or draft or by deposit to the registered owner's account at the Bank of North Dakota.

This Interim Certificate is one of a series of interim certificates authorized for issuance in the aggregate principal amount of not to exceed \$5,300,000 (the "Interim Certificates"), all of like tenor except as to denomination, serial number and date of issue, issued pursuant to and in full conformity with the constitution and laws of the state of North Dakota, including North Dakota Century Code Chapter 40-35 (the "Act"). This Interim Certificate and the series of which it is a part are issued pursuant to a Resolution Authorizing the Issuance of Sewer Improvement Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A adopted by Issuer's governing body (the "Resolution").

This Interim Certificate is not transferable. Except for payment of interest on this Interim Certificate to be paid from the sources as provided therefor in the Resolution, this Interim Certificate shall not be payable from nor charged upon any funds other than from the sale or exchange of the Bonds pledged to the payment hereof, nor shall the Issuer be subject to any pecuniary liability thereon. No holder or holders of the Interim Certificates shall ever have the right to compel any exercise of the taxing power of the Issuer to pay any such Interim Certificates or the interest thereon, nor to enforce payment thereof against any property of the Issuer. Such Interim Certificates shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the Issuer. This Interim Certificate does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation.

It is further certified, recited and declared that all acts, conditions and things required by the constitution and the statutes of the State of North Dakota to exist, to have happened and to have been performed precedent to and in connection with the issuance of this Interim Certificate have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Interim Certificate to be executed in its name by the manual signatures of the President of the Board of City Commissioners and City Administrator of the Issuer, all as of the Date of Original Issue set forth above.

ATTEST:

CITY OF MANDAN, NORTH DAKOTA

City Administrator

President, Board of City Commissioners

CERTIFICATE OF AUTHENTICATION

This Interim Certificate is one of the Interim Certificates delivered pursuant to the within-mentioned Resolution.

Dated: _____.

Bank of North Dakota
Bismarck, North Dakota, as Registrar

By _____
Authorized Representative

(BOND FORM)

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

SEWER IMPROVEMENT REVENUE BOND OF 2015, SERIES A

No. R-

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>
2.00%		

REGISTERED OWNER: North Dakota Public Finance Authority, Bismarck, North Dakota

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Mandan, Morton County, North Dakota (the "Issuer"), a duly organized and existing municipal corporation, 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 Revenue Bond Account (the "Revenue Bond Account") of its Water and Sewer Utility Fund (the "Fund") on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable on March 1 and September 1 in each year, commencing _____, 20__, to the person in whose name this Bond is registered at the close of business on 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 the Bank of North Dakota, Bismarck, North Dakota, as Registrar and Paying Agent or its successor, by check or draft or by deposit to the registered owner's account at the Bank of North Dakota.

This Bond is one of a single series of Bonds authorized for issuance in the aggregate principal amount of not to exceed \$5,300,000.00, all of like date of original issue, and tenor except as to serial number, denomination, interest rate and

maturity date, issued for the purpose of providing funds for wastewater treatment facility interim optimization improvements for the Issuer's Water and Sewer Utility (the "Utility"), and is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including North Dakota Century Code Chapter 40-35, and pursuant to and in full conformity with ordinances and resolutions duly adopted by the City, including Mandan Code of Ordinances Chapter 9-01 (the "Ordinance") and the Resolution Authorizing the Issuance of Sewer Improvement Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A adopted by Issuer's Board of City Commissioners (the "Resolution"). This Bond, including interest hereon, is payable solely from the net revenue of the Utility pledged pursuant to the Ordinance and the Resolution to the payment thereof and does not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The Bonds of this series are issuable only as registered bonds in the denominations as provided in the Resolution, of single maturities.

The Bonds of this series are subject to redemption and prepayment prior to maturity only with the written consent of the North Dakota Public Finance Authority. 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 Issuer at the principal office of the 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 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 Issuer 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 Issuer and the 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 Issuer nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of this Bond, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Issuer has duly established the Revenue Bond Account as a separate and special account of the

Fund and will credit and pay into the Revenue Bond Account as received, out of the net revenues of the Utility as defined in the Ordinance, sums sufficient to pay the principal and interest when due on each and all of the Bonds of this series and all other bonds payable from the Revenue Bond Account, and to create and maintain a reserve securing such payments, and will use the moneys in the Revenue Bond Account for no other purposes; that the Issuer has fixed and established, and will collect reasonable rates, charges and rentals for all services, facilities, commodities and benefits furnished by the Utility and by any improvements, betterments, extensions and enlargements thereof and will amend and revise the same from time to time to the extent required to produce net revenues sufficient to pay into the Revenue Bond Account the sums herein agreed; that in and by the Resolution and the Ordinance the Issuer has made the Bonds of this series subject to all of the terms and provisions contained in the Ordinance and has made other and further covenants and agreements with the holders from time to time of each and all of the Bonds, which covenants and agreements will be fully and promptly complied with by the Issuer and each and all of its officers and agents at all times until this Bond and interest hereon have been fully paid or the obligation of the Issuer hereon has been otherwise defeased and discharged as provided in the Resolution; and that the Bonds of this series are issued payable on a parity with the Issuer's Sewer Improvement Revenue Bonds of 1997, Water Improvement Revenue Bonds of 2002, Water and Sewer Revenue Bonds, Series 2005, Sewer Improvement Revenue Bonds of 2008, Series A, Sewer Improvement Revenue Bonds of 2008, Series B, Water Improvement Revenue Bonds of 2008, Series A, Water Improvement Revenue Bonds of 2008, Series B and Water Improvement Revenue Bonds of 2010, Series A *[and title of other outstanding parity bonds, if any, to be inserted]* and that no additional obligations will be issued or incurred and made payable from the aforementioned net revenues of the Utility on a parity with the Bonds of this series except as set forth in the Ordinance, to which reference is hereby made for details and covenants and recitals of the City with respect thereto.

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 Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the Issuer 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:

ATTEST:

CITY OF MANDAN, NORTH DAKOTA

City Administrator

President, Board of City Commissioners

CERTIFICATE OF AUTHENTICATION

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

Bank of North Dakota
Bismarck, North Dakota, as Registrar

By _____
Authorized Representative

**NORTH DAKOTA
STATE REVOLVING FUND PROGRAM**

LOAN AGREEMENT

BETWEEN

NORTH DAKOTA PUBLIC FINANCE AUTHORITY

AND

CITY OF MANDAN, NORTH DAKOTA

Dated as of May 19, 2015

(To be completed by Authority)

Dated Date of Loan Agreement:	
SRF Program (circle one):	Clean Water SRF Drinking Water SRF
State Act (circle one):	N.D.C.C. ch. 61-28.2 (Clean Water) N.D.C.C. ch. 61.28.1 (Drinking Water)
Summary Description of Project:	
Approved Loan amount:	
Construction Period:	
Form of municipal securities:	
First payment date:	
Final payment date:	

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LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of the 19th day of May, 2015, by and between the North Dakota Public Finance Authority (the "Authority"), an agency and instrumentality of the State of North Dakota (the "State"), and the City of Mandan, North Dakota (the "Municipality"), a political subdivision of the State, and in consideration of the agreements and covenants contained herein, the Authority and the Municipality agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Administrative Fee" means an annual fee of $\frac{1}{2}$ of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

"Authority Act" means N.D.C.C. Chapter 6-09.4.

"Authority Bonds" or "Bonds" means bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Authority, to draw EPA capitalization grant funds for deposit in the SRF.

"Code" means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

"Costs" means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

"Department" means the North Dakota Department of Health.

"EPA" means the United States Environmental Protection Agency.

"Event of Default" means any occurrence or event specified in Section 5.01 of this Loan Agreement.

"General Records" shall have the meaning given to such term in Section 3.01(f) of this Loan Agreement.

"Loan" means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

"Loan Agreement" means this Loan Agreement, including any exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Closing" means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.05 and shall be eligible to receive the Loan.

"Loan Commitment" means the offer by the Department to provide financial assistance to the Municipality through the SRF, subject to approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a "binding commitment" within the meaning of that term in the SRF Act.

"Municipal Bond Resolution" means the resolution of the governing body of the Municipality authorizing the issuance of the Municipal Securities adopted May 19, 2015 and entitled "Resolution Authorizing the Issuance of Sewer Improvement Interim Certificates of 2015, Series A and Sewer Improvement Revenue Bonds of 2015, Series A".

"Municipal Securities" means the municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

"Project" means the undertaking or improvements to the wastewater treatment facility of the Municipality for purposes of the State Water Pollution Control Revolving Loan Fund and the Federal Clean Water Act, or to the public water system of the Municipality for purposes of the State Safe Drinking Water Act and the Federal Safe Drinking Water Act, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

"SRF" means the revolving loan fund(s) created by the State Act.

"SRF Act" means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

"State Act" means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

"System Records" shall have the meaning given to such term in Section 3.01 (f) of this Loan Agreement.

"Trustee" means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture or Indentures and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

SECTION 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

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ARTICLE II
LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

SECTION 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, and the Municipality agrees to borrow and accept from the Authority, the Loan, provided that the Authority shall be under no obligation to make the Loan if the Municipality does not deliver the documents listed in Section 2.05 to the Authority on the Loan Closing in forms acceptable to the Authority and its counsel or if an Event of Default under this Loan Agreement has occurred and is continuing.

SECTION 2.02. Draws of Municipal Securities Proceeds (Loan Proceeds). The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. The Authority will disburse the Loan upon (a) execution and delivery by the Municipality of this Loan Agreement, (b) issuance by the Municipality of the Municipal Securities and delivery to the Authority, and (c) submission to and approval by the Department and the Authority of Requisitions for Payment in the form approved by the Department. Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Authority and the Trustee for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement.

SECTION 2.03. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

SECTION 2.04. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.

SECTION 2.05. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority in a form acceptable to the Authority and its counsel:

(a) Executed counterparts of this Loan Agreement.

(b) Copies of the form of the Municipal Securities and any resolutions or ordinances of the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.

(c) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Authority. The certificates required by this section may be provided as one certificate.

(d) An opinion or opinions of the Municipality's counsel, which may be given by one or more counsel, covering such matters concerning the validity and tax status of the Municipal Securities as may be agreed upon by the Municipality and the Authority.

(e) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

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ARTICLE III
COVENANTS AND REPRESENTATIONS OF MUNICIPALITY

SECTION 3.01. Covenants and Representations of Municipality.

(a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.

(c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days' prior written notice to the Authority and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, (C) the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation, or (D) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent waste water or drinking water treatment

utility practice, as the case may be, (i) at all times operate the Project and the properties associated with and operated in conjunction with the Project and any business in connection therewith in an efficient manner, (ii) maintain the Project in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Project so that at all times the enterprise or business carried on in connection therewith shall be properly and advantageously conducted; provided, that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Project or other receipts of such Project which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

(e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement. The Authority affirms that expenditure for the Project as described in the loan application is consistent with the foregoing laws and documents.

(f) Records.

(i) The Municipality will keep accurate records and accounts for the Project (the "System Records") separate from its other records and accounts (the "General Records"). Such System Records will be maintained in accordance with generally accepted government accounting principles and generally accepted government auditing standards and, in accordance with state law, shall be audited annually or biennially, or as otherwise required by law, by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. Such System Records and General Records shall be made available for inspection by the Authority and the Department at any reasonable time. The auditing requirements of this subsection do not apply to cities with populations of less than three hundred or to other political subdivisions with less than one hundred thousand dollars of annual receipts which, by law, are not required to have annual or biennial audits.

(ii) The Municipality agrees that its financial reports for the year or years which it receives draws under Section 2.02 shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Circular A-128. A copy of the Municipality's independent annual or biennial audit or annual report, as required by law, including all written comments and recommendations, shall be furnished to the Authority within 150 days of the close of the fiscal year(s) being so audited. A copy of the annual

financial statement required by N.D.C.C. Section 40-16-04(2) shall be submitted to the Authority on or before February first of each year.

(iii) The Municipality will keep, or cause to be kept, accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Authority Bonds used to fund the Loan. The Authority will advise the Municipality if the Loan is not being funded with the proceeds of Authority Bonds. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the "rebate amount") that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Authority) remit the following to the Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Authority's rebate requirement allocable to the Municipal Securities, such amounts will be promptly returned by the Authority to the Municipality.

(g) Inspections. The Municipality will permit the Authority, the Department and the Trustee, and any designated party to examine, visit and inspect, at any and all reasonable times, the property constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee may reasonably require.

(h) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs providing against risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining works of the nature of the Project, including liability coverage, all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.

(i) Continuing Disclosure.

(i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Authority such financial information, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Authority shall reasonably request in order to comply with the provisions of the Rule and to provide the Authority, in a timely manner not in excess of ten business days after occurrence of the event, notice of any of the following events with respect to the Municipal Securities:

- (A) Principal and interest payment delinquencies.
- (B) Non-payment related defaults, if material.
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (E) Substitution of credit or liquidity providers, or their failure to perform.
- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Municipal Securities, or other material events affecting the tax status of the Municipal Securities.
- (G) Modifications to rights of registered owners of the Municipal Securities, if material.
- (H) Bond calls, if material, and tender offers.
- (I) Defeasances.
- (J) Release, substitution or sale of property securing repayment of the Municipal Securities, if material.
- (K) Rating changes.
- (L) Bankruptcy, insolvency, receivership or similar event of the Municipality.
- (M) The consummation of a merger, consolidation, or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(ii) The Municipality agrees that from time to time it will also provide notice to the Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.

(iii) The Municipality will provide, in a timely manner, to the Authority, notice of a failure to satisfy the requirements of this Section.

(iv) The intent of the Municipality's undertaking pursuant to this Section is to facilitate the Authority's ability to comply with the requirements of the Rule. Accordingly, the Municipality agrees to provide the Authority with any information the Authority may reasonably require in order to comply with the requirements of the Rule, as in effect from time to time.

(v) The sole remedy available to the Authority or to any other person for the failure of the Municipality to comply with any provision of this paragraph (i) shall be an action for specific performance of the Municipality's obligations under this paragraph.

(j) No Free Service. The Municipality will not furnish or supply or cause to be furnished or supplied, any use, output, capacity or service of the Project free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.

(k) Commencement of Construction. If construction of the Project has not begun as of the date of this Agreement, the Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.

(l) Archeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such occurrence.

(m) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. § 1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of NORTH DAKOTA STATE REVOLVING FUND PROGRAM CERTIFICATE RELATING TO LOBBYING AND LITIGATION which is attached as EXHIBIT A to this Loan Agreement and shall be executed by the Municipality.

(n) Buy American Requirements. The Municipality covenants and agrees that it will comply with the requirements described as follows:

BUY AMERICAN REQUIREMENTS FOR CWSRF AND DWSRF PROJECTS

Use of American Iron and Steel

The Municipality will comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Municipality understands includes, among other requirements, that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Municipality has requested and obtained a waiver from the Department's Municipal Facilities Division ("Department") pertaining to the Project or (ii) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project.

The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(o) Compliance with Davis Bacon Act. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.

(p) Additional Covenants and Requirements. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms attached as an exhibit to, and hereby made a part of, this Loan Agreement.

(q) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.

ARTICLE IV
ASSIGNMENT

SECTION 4.01. Assignment and Transfer by Authority.

(a) The Municipality acknowledges that, other than the Administrative Fees payable pursuant to the Municipal Bond Resolution, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality under this Loan Agreement and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements under this Loan Agreement, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.

(b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fees.

SECTION 4.02. Assignment by Municipality.

(a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code (unless waived in writing by the Authority), shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) if the Loan is funded with proceeds of Authority Bonds issued on a tax-exempt basis, the Authority shall have received an opinion of bond counsel to the effect that such assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code; and (v) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the

Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization grant received by the Authority or the State through the Department.

(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

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ARTICLE V
DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

(a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.

(b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities and after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Project.

(c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.

(d) Any representation made by or on behalf of the Municipality contained in this Loan Agreement or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities, is false or misleading in any material respect.

(e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee

of the Municipality or any of its property) shall be appointed by court order or take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 5.02. Notice of Default. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time as any senior administrative or financial officer of the Municipality becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required to be taken under the Bond Resolution or this Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder.

SECTION 5.04. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable hereunder this Loan Agreement.

SECTION 5.05. No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to the Authority or the Trustee, if any, is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the

obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

SECTION 5.07. Default by Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

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ARTICLE VI
MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority
1200 Memorial Highway
P.O. Box 5509
Bismarck, North Dakota 58506-5509
Attention: Executive Director

(b) Department:

North Dakota State Department of Health
Municipal Facilities
1200 Missouri Avenue
Box 5520
Bismarck, ND 58502-5520

(c) Municipality:

Mandan City Administrator
205 2nd Avenue NW
Mandan, ND 58554

Any of the foregoing parties may designate any further or different addresses to which subsequent notice, certificates or other communications shall be sent, by notice in writing given to the others.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without prior written consent of the Authority and the Municipality.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Municipality shall, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

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NORTH DAKOTA PUBLIC FINANCE AUTHORITY

By _____
DeAnn Ament, Executive Director

ATTEST:

CITY OF MANDAN, NORTH DAKOTA

By _____
City Administrator

By _____
President, Board of City Commissioners

(S E A L)

NORTH DAKOTA STATE REVOLVING FUND PROGRAM
CERTIFICATE RELATING TO LOBBYING AND LITIGATION

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting President of the Board of City Commissioners and City Administrator of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the "Loan Agreement")), and as such officials, they are familiar with the Municipality's property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.
3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated May 19, 2015.

ATTEST:

MUNICIPALITY

By _____
City Administrator

By _____
President, Board of City
Commissioners

ORDINANCE NO. 1208

AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 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 Lakewood 8th Addition shall be excluded from the A district and included in the R7 and R3.2 districts. Lot 1, Block 1; Lots 1-3, Block 2 and Lots 1-5, Block 4 shall be zoned R7. Lots 4-39, Block 2 and Lots 1-22, Block 3 shall be zoned R3.2.

SECTION 2. RE-ENACTMENT. Section 21-03-02 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

President, Board of City Commissioners

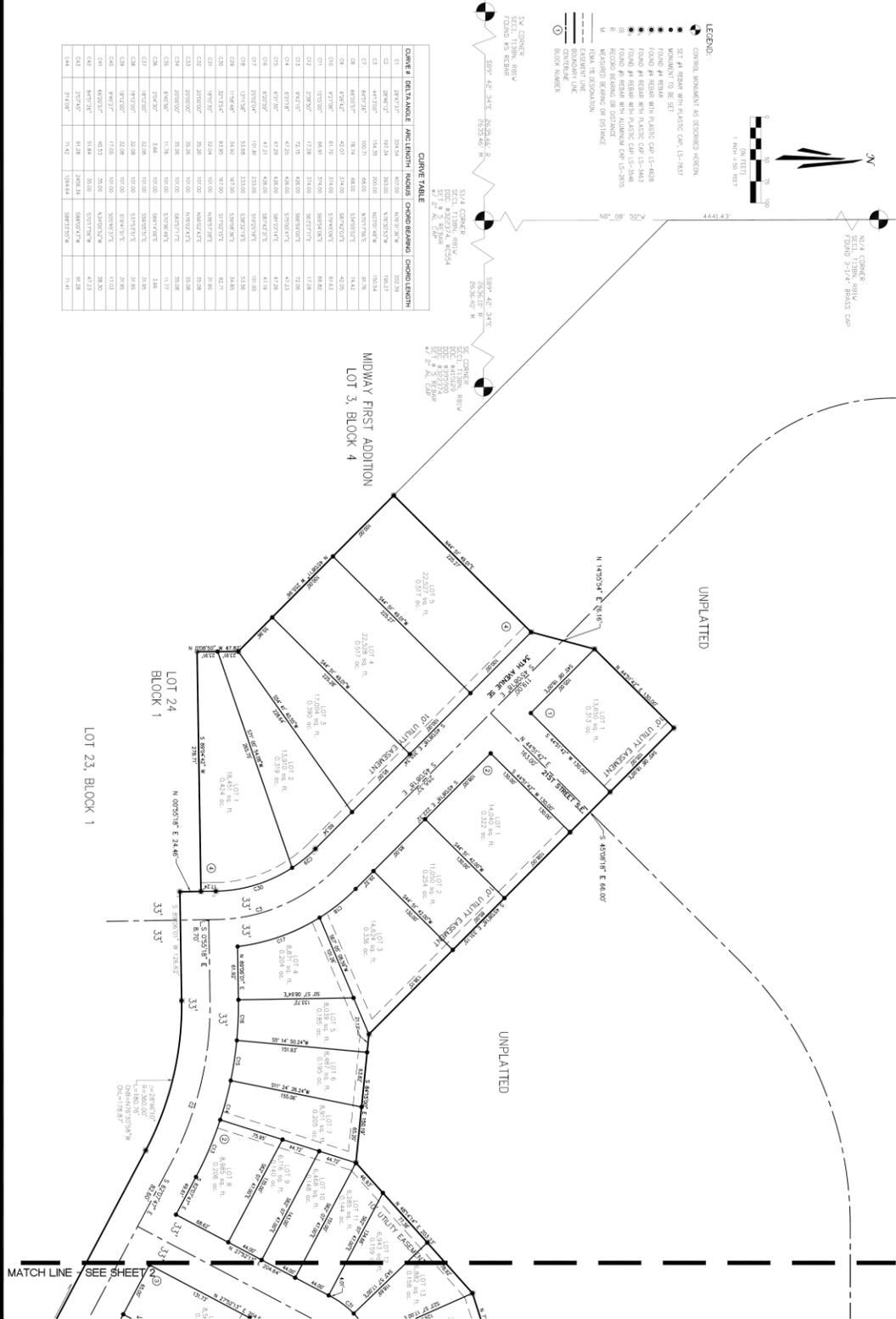
Attest:

City Administrator

Public Hearing: _____
First Consideration: _____
Second Consideration and Final Consideration: _____
Recording Date: _____

LAKEWOOD 8TH ADDITION

LOT 25, BLOCK 1, LAKEWOOD 7TH ADDITION AND A PORTION OF THE NORTH-EAST QUARTER OF SECTION 1, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, COUNTY OF MORTON, STATE OF NORTH DAKOTA.



CURVE TABLE

CURVE #	DELTA ANGLE	ARC LENGTH	INSIDE RADIUS	CHORD BEARING	CHORD LENGTH
C1	286°42'37"	204.54	407.00	N 87°32'30" W	202.39
C2	286°42'37"	192.24	382.00	N 87°32'30" W	188.27
C3	44°11'00"	102.25	202.00	N 42°54'48" E	95.28
C4	44°11'00"	181.14	362.00	S 148°53'52" E	174.42
C5	42°04'42"	42.07	84.00	S 89°42'02" E	42.00
C6	42°04'42"	61.26	122.00	S 89°42'02" E	61.26
C7	173°02'00"	69.81	139.00	S 29°54'00" E	69.82
C8	173°02'00"	139.62	278.00	S 59°48'00" E	139.62
C9	173°02'00"	209.43	418.00	S 89°42'00" E	209.43
C10	173°02'00"	279.24	558.00	S 119°36'00" E	279.24
C11	173°02'00"	349.05	698.00	S 149°30'00" E	349.05
C12	173°02'00"	418.86	838.00	S 179°24'00" E	418.86
C13	173°02'00"	488.67	978.00	S 209°18'00" E	488.67
C14	173°02'00"	558.48	1118.00	S 239°12'00" E	558.48
C15	173°02'00"	628.29	1258.00	S 269°06'00" E	628.29
C16	173°02'00"	698.10	1398.00	S 298°54'00" E	698.10
C17	173°02'00"	767.91	1538.00	S 328°48'00" E	767.91
C18	173°02'00"	837.72	1678.00	S 358°42'00" E	837.72
C19	173°02'00"	907.53	1818.00	S 388°36'00" E	907.53
C20	173°02'00"	977.34	1958.00	S 418°30'00" E	977.34
C21	173°02'00"	1047.15	2098.00	S 448°24'00" E	1047.15
C22	173°02'00"	1116.96	2238.00	S 478°18'00" E	1116.96
C23	173°02'00"	1186.77	2378.00	S 508°12'00" E	1186.77
C24	173°02'00"	1256.58	2518.00	S 538°06'00" E	1256.58
C25	173°02'00"	1326.39	2658.00	S 567°54'00" E	1326.39
C26	173°02'00"	1396.20	2798.00	S 597°48'00" E	1396.20
C27	173°02'00"	1466.01	2938.00	S 627°42'00" E	1466.01
C28	173°02'00"	1535.82	3078.00	S 657°36'00" E	1535.82
C29	173°02'00"	1605.63	3218.00	S 687°30'00" E	1605.63
C30	173°02'00"	1675.44	3358.00	S 717°24'00" E	1675.44
C31	173°02'00"	1745.25	3498.00	S 747°18'00" E	1745.25
C32	173°02'00"	1815.06	3638.00	S 777°12'00" E	1815.06
C33	173°02'00"	1884.87	3778.00	S 807°06'00" E	1884.87
C34	173°02'00"	1954.68	3918.00	S 837°00'00" E	1954.68
C35	173°02'00"	2024.49	4058.00	S 866°54'00" E	2024.49
C36	173°02'00"	2094.30	4198.00	S 896°48'00" E	2094.30
C37	173°02'00"	2164.11	4338.00	S 926°42'00" E	2164.11
C38	173°02'00"	2233.92	4478.00	S 956°36'00" E	2233.92
C39	173°02'00"	2303.73	4618.00	S 986°30'00" E	2303.73
C40	173°02'00"	2373.54	4758.00	S 1016°24'00" E	2373.54
C41	173°02'00"	2443.35	4898.00	S 1046°18'00" E	2443.35
C42	173°02'00"	2513.16	5038.00	S 1076°12'00" E	2513.16
C43	173°02'00"	2582.97	5178.00	S 1106°06'00" E	2582.97
C44	173°02'00"	2652.78	5318.00	S 1136°00'00" E	2652.78
C45	173°02'00"	2722.59	5458.00	S 1165°54'00" E	2722.59
C46	173°02'00"	2792.40	5598.00	S 1195°48'00" E	2792.40
C47	173°02'00"	2862.21	5738.00	S 1225°42'00" E	2862.21
C48	173°02'00"	2932.02	5878.00	S 1255°36'00" E	2932.02
C49	173°02'00"	3001.83	6018.00	S 1285°30'00" E	3001.83
C50	173°02'00"	3071.64	6158.00	S 1315°24'00" E	3071.64
C51	173°02'00"	3141.45	6298.00	S 1345°18'00" E	3141.45
C52	173°02'00"	3211.26	6438.00	S 1375°12'00" E	3211.26
C53	173°02'00"	3281.07	6578.00	S 1405°06'00" E	3281.07
C54	173°02'00"	3350.88	6718.00	S 1435°00'00" E	3350.88
C55	173°02'00"	3420.69	6858.00	S 1464°54'00" E	3420.69
C56	173°02'00"	3490.50	6998.00	S 1494°48'00" E	3490.50
C57	173°02'00"	3560.31	7138.00	S 1524°42'00" E	3560.31
C58	173°02'00"	3630.12	7278.00	S 1554°36'00" E	3630.12
C59	173°02'00"	3700.93	7418.00	S 1584°30'00" E	3700.93
C60	173°02'00"	3770.74	7558.00	S 1614°24'00" E	3770.74

<p>3 OF 3</p>	<p>FINAL PLAT LAKEWOOD 8TH ADDITION CITY OF MANDAN COUNTY OF MORTON MANDAN, NORTH DAKOTA</p>	<p>TAIT Since 1964</p>	<p>2911 North 14th Street, Suite 301 Mandan, ND 58541 p: 701/256/4287 f: 701/255/5798 www.tait.com</p> <p>Leo Ingels Branch Controller Registration Exam Station</p>	<p>NGL DESCRIPTION BY DATE</p>
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