

AGENDA
MANDAN CITY COMMISSION
OCTOBER 15, 2013
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 and Department Heads.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the following minutes:
i. September 10, 2013 – Special Working Session
ii. October 1, 2013 – Regular Board Meeting
iii. October 8, 2013 – Special Joint Meeting w/Planning & Zoning Commission
- E. PUBLIC HEARING:
1. Consider proposed changes to the Mandan Renaissance Zone available credits and exemptions (*see New Business No. 2*).
2. Consider approval of a zone change for a part of the SE ¼ in Section 4, Township 139N, Range 81 West, Auditor's Lot A, less the east 34' thereof and Lot E. (First consideration of Ordinance #1167) (*See Ordinances No. 10*).
- F. BIDS:
1. Consider award of low bids for Mandan Water Treatment Plant, Phase II Optimization Project
- G. CONSENT AGENDA:
1. Consider approval of monthly bills.
2. Consider for approval the special assessments for Weed Cutting of 2013, Sidewalks of 2013 and, Health and Safety of 2013.
3. Consider for approval the assessment of delinquent accounts for 2013.
4. Consider for approval confirmation of special assessments for Street Improvement Districts #167, #168, #169, #170, #171, #173 and Water & Sewer Improvement District #60.
5. Consider authorizing a work change order on Street Improvement District No. 161, Project No. 2010-03 (Dianes).
6. Consider appointment of JoAnn Opp to the Morton Mandan Public Library (MMPL) Board of Trustees.

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7. Consider assignment, assumption and consent agreement for 101 E Main and portions of 103 E Main.
8. Consider the following abatements:
 - i. Homestead Credit Exemption – Betty Taghon
 - ii. Complete Reassessment – Reduction in Market Value – Deborah Miller
9. Consider allowing a Sole Source Provider for Purchase of Vanguard Assessing Program and conversion.
10. Consider transferring Capital Outlay funds from the 2014 Building Inspection Department Budget to purchase Department vehicle in 2013.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. Update on Remediation Project.
2. Consider Mandan Renaissance Zone Committee Recommendations
 - i. Changes to available credits and exemptions
 - ii. Committee terms
 - iii. Committee re-appointments
3. Consider Mandan Growth Fund Committee recommendation for Storefront Improvement Program revisions
4. Consider approving the plans and specifications and authorizing the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition, Project 2013-21. (See *Resolutions No. 9*).

J. RESOLUTIONS AND ORDINANCES:

1. Second consideration and final passage of Ordinance No. 1168, An Ordinance to Amend and Re-enact Portions of Section 12-02-04 and Section 12-02-06 of the Mandan Code of Ordinances Relating to Alcoholic Beverage Licenses.
2. Consider Resolution establishing license fees for the sale of alcoholic beverages.
3. Second consideration and final passage of Ordinance No. 1169 Zone Change for Eagle Ridge 1st Addition – An ordinance to amend and reenact section 21-13-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.
4. Second consideration and final passage of Ordinance No. 1170 Zone Change for Sylvesters Industrial Park 3rd Addition Lot 1, Block 1 – An ordinance to amend and reenact section 21-13-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.
5. Second consideration and final passage of Ordinance No. 1171 Zone Change for Midway 14th Addition Lots 1-3 & 6, Block 1 – An ordinance to amend and reenact section 21-13-02 of the Mandan

- Code of Ordinances relating to District Boundaries and Zoning Map.
6. Second consideration and final passage of Ordinance No. 1158, An Ordinance to Amend and Re-enact Section 21-03-10(1)(a) of the Mandan Code of Ordinances relating to automobile parking.
 7. Introduction and first consideration of Ordinance No. 1165, An Ordinance to Amend and Re-enact Section 16-03-12 of the Mandan Code of Ordinances Relating to Unlicensed Dogs and Cats.
 8. Introduction and first consideration of Ordinance No. 1166, An Ordinance to Amend and Re-enact Chapter 20-15 of the Mandan Code of Ordinances Relating to All-Terrain Vehicles.
 9. Consider Resolution approving plans and specifications and authorizing execution of 3-way agreement for water and sewer Improvement Project 2013-21. (Macedonia Hills 1st Addition).
 10. *First consideration of Ordinance No. 1167 Zone Change for Auditor's Lot A, less the east 34' thereof and Lot E in the SE ¼ in Section 4 Township 139 North Range 81 West – An ordinance to amend and reenact section 21-13-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.*

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. November 5, 2013 – 4 p.m. start
2. November 19, 2013
3. December 3, 2013

M. ADJOURN

Public Communication

A scheduled time for public participation has been placed on the agenda at Mandan City Commission meetings. The Board desires to hear the viewpoints of citizens throughout the City. Individuals wishing to address the Board are encouraged to make arrangements with the Board President or the City Administrator prior to the meeting. Comments should be made to the Board and not to individuals in the audience and be related to City operations and programs. The Board will not hear personal complaints against any person connected with the City. If a citizen would like to add a topic to the agenda, arrangements must be made in advance with the City Administrator or Board President. The Board reserves the right to eliminate or restrict the time allowed for public participation. The Board requests that comments are limited to three (3) minutes or less. Groups of individuals addressing a common concern are asked to designate a spokesperson.

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



**REVISED AGENDA
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- F. BIDS:
1. Consider award of low bids for Mandan Water Treatment Plant, Phase II Optimization Project. (See Resolution No. 11)
- G. CONSENT AGENDA:
1. Consider approval of monthly bills.
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11. Consider Resolution approving Notice of Award and Contractors' Bonds for Mandan Water Treatment Plant, Phase II Optimization Project.

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. October 29, 2013 Working Session
2. November 5, 2013 – 4 p.m. start
3. November 19, 2013
4. December 3, 2013

M. ADJOURN

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The Mandan City Commission met in a working session at 6:00 p.m. on September 10, 2013 in the former Morton County Library Room at City Hall, 205 2nd Ave NW, Mandan, ND. Commissioners present were *Van Beek, Tibke, Rohr, Frank and Braun*. Department Heads present were: Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Fire Chief Nardello, Business Development and Communications Director Huber, Planning & Engineering Director Froseth, Engineering Project Manager Fettig, Public Works Director Wright and Waste Water Treatment Plant Superintendent Himmelspach. Others present were: Casey Chapman, Cy Fix, Joe Hoffert, Patsy Chapman, Katie Jones, and Thomas Jackson.

Discussion Items:

1. *Discussion related to liquor licenses:* Commissioners discussed the possibility of utilizing a different measuring date to determine if the Board would consider the number of licenses issued, a more clear description of what is expected for seating, square footage, or possibility the percent of sales that are on sale of a Class A licensed establishment. The possibility of removing the limits on the number of licenses and in turn creating a resolution establishing an issuance fee was discussed. Grand Forks has an unlimited number of licenses and with an issuance fee and West Fargo also has an unlimited number of licenses however, does not have an issuance fee. Currently our ordinance contains a May 31st measuring date for living units. At May 31, 2013 there was not an increase of 500 living units from July 1, 2012, therefore, the discussion was not brought back to the Board for their consideration. It was suggested that maybe we should be tracking the living units on a monthly basis and when there is an increase of 500 from the previous measure date, the Board would have the discussion. Consistency was mentioned as a key factor in the ordinances. Additional information will be presented at the upcoming regular board meeting relative to what other cities in North Dakota do related to liquor licenses.
2. *Discussion related to special assessments:* Finance Director Welch presented scenarios indicating the effects of a newly constructed \$200,000 home with different levels of tax exemptions, with special assessments included versus the cost of special assessments added to a potential mortgage. Welch reviewed the City's current Debt per Capita calculations including special assessment bonds. Advantages and disadvantages were also presented regarding developers to pay for street improvements along with various options for the City to consider. In surveying other communities Jamestown is doing more with special assessments to assist development and Dickinson may need to do more assessing to assist with infill development. There are many variables to consider and the Board suggested a roundtable discussion with homebuilders, developers, and lenders to gather additional feedback.
3. *Discussion related to retail incentives:* Board discussed the use of incentives to attract retail establishments in light of recent legislation that limits the use of the property tax incentives for retail establishments unless the city takes the question to a vote in a general election and in turn receives that direction from the citizens. The Board would like to have further discussion with the Bismarck Mandan Development Association, Chamber of Commerce and commercial real estate

brokers. A meeting will be scheduled with the respective parties to gather their input.

4. *Discussion related to departmental projects:* Administrator Neubauer presented a brief overview of projects that the departments are currently working on in addition to those that are planned for the next few years.

ADJOURN

There being no further actions to come before the Board Commissioner Rohr moved and Commissioner Tibke Braun seconded to adjourn at 8:50 p.m. The motion received unanimous approval of the Board members present and the meeting adjourned.

/s/ James Neubauer

James Neubauer,
City Administrator

/s/ Arlyn Van Beek

Arlyn Van Beek
President, Board of City
Commissioners

The Mandan City Commission met in regular session at 5:30 p.m. on October 1, 2013 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota.

Commissioners present were Van Beek, Tibke, Rohr, Frank, and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development and Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, Engineering Project Manager Fettig, and Assessor/Building Official Lalim.

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

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

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission regular meeting held on September 17, 2013 and special meeting held on September 23, 2013.* Commissioner Braun moved to approve the minutes from the Board of City Commission meeting held on September 17, 2013 and special meeting held on September 23, 2013. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

E. PUBLIC HEARING:

1. *Determine the sufficiency of protest concerning the annexation of certain lands in the general vicinity north of Mandan Middle School and Tesoro Refinery, and west of Highway 1806.* City Administrator Neubauer reviewed with the Board a summary of the timeline of events that has occurred in this matter and the results of the North Annexation proposal. Neubauer stated that as of September 23, 2013, protests of the annexation amounted to 127.97 acres or 14.6% of the land area in the proposed annexation. In order to prevent the annexation from occurring roughly 219 acres would have been needed to protest this area, (or 25%). Therefore, the area not protesting is above the 75% and there is not sufficient amount of land area to protest to halt the annexation. Mayor Van Beek announced this is a public hearing to comment on this matter and invited anyone to come forward to do so.

Linda Morris, a Mandan resident came forward to comment and stated that she lives in the proposed annexation area. She requested the Board to not consider the annexation of the 800 plus acres for several reasons, one of them being the fire protection in that area. She mentioned they are protected by the Morton County rural fire department. If the annexation occurs, her property will be under the City of Mandan’s Fire Department and she/they will have to install fire hydrants, etc. for that purpose. She indicated that there are water lines in place for rural water but they would have to be replaced in order to receive Mandan Fire District. Another issue for consideration is that all property owners

are on septic systems paid for at the expense of the property owners. She voiced concern as to the expenses involved if systems have to be installed or re-directed to the City of Mandan in order to install sewer and water for those needing it within the 77 acres. She inquired if this were to occur, that it be done before the costs are assessed to the properties.

Amanda Wagner, a Mandan resident who lives on 27th Street North, came forward to comment stating that her property is also located within the proposed annexation area. She indicated that she and her husband signed a petition against the annexation. Documentation shows that part of their area is to be annexed and part of it is not to be annexed. She commented that it is important that the City have accurate information before a decision is made. She questioned how many other inaccuracies on the map.

Nick Renner, a Mandan resident came forward and commented that the green area on the map is overwhelming, “but there is nobody there”. No people live in the area to be annexed and he understands the plan is to put developments there; and by doing so, the City is affecting peoples’ lives that do live in that area. He stated he is against the annexation and he asked the Board to re-consider this matter.

Jalane Hagerott, a Mandan resident came forward and indicated she is unaware of the annexation until she received the Agenda. She inquired as to what the purpose is to annex such a large piece of land at this point in time?

Mayor Van Beek announced once again this is a public hearing and invited anyone to come forward to speak for or against the annexation of certain lands in the general vicinity north of Mandan Middle School and Tesoro Refinery, and west of Highway 1806.

Allison Palmer, a Mandan resident who lives on Beretta Street came forward to comment about an accident that happened at the end of Hwy 1806 and Beretta Street. It took over 20 minutes for police to get to the accident scene. She has addressed concerns before that the traffic on Hwy 1806 is horrendous. It’s a 2-lane road. She commented that if 200 homes are added to that area, what will the traffic situation be like then with a 2-lane? How soon would a passing or turning lane be installed in that area? She commented about the safety of the road because of the heavy traffic. She questioned the costs involved if this area were to be annexed for sewer and water stating that they, (property owners), have not been informed of what the costs will be.

Mayor Van Beek announced once again this is a public hearing and invited anyone to come forward to speak for or against the annexation of certain lands in the general vicinity north of Mandan Middle School and Tesoro Refinery, and west of Highway 1806. Hearing none, this portion of the public hearing was closed.

Commissioner Tibke requested City Administrator Neubauer explain why the City is considering annexing such a large piece of land. Neubauer replied that Ms. Wagner indicated that her property was not included on the map as showing protested in the

calculation. This might be due to the lack of clarity of the map that is being shown on the monitor. He confirmed that her property consisting of four or five lots of .3 acres apiece was calculated in the protested area. He indicated that there are properties around the annexation area that have requested City services such as water and sewer. In order to run the infrastructure out to those areas it would have to include the homes just north of 27th Street and therefore the ability for those homes to hook up to sanitary sewer would be present. At the time a special assessment district would be created, those property owners in that assessment area have the ability to protest that assessment and they can also take action in the finance resolution process if that would go through regarding hookup fees. If there is a sewer line in the area, the property owner could delay having the hook up, if it's provided for in the financing mechanism resolution. If that septic system fails and the property owner elects to connect to the city sanitary sewer then the hookup fee could come into play.

In regards to the water lines, Missouri West is serving all of the residents in this area now. At the time that the City would run water lines of higher volume would be the time the City would install fire hydrants. They would then benefit those property owners in that area and that is when the assessments would go against the property. The City does not know when that might occur. The residents on Hwy 1806 have asked for those services to be installed which prompted the annexation. One individual has purchased a large portion of property and has requested those services be brought to that area. Those are the reasons for this annexation proposal. The project timeline will depend on the economy, the need for housing and the need for other commercial businesses to be served. The most recent example of a similar situation that has occurred was when Old Red Trail was reconstructed in 1998/1999/2000 which was a time when sanitary sewer systems were failing in that area. In a new development, the developer pays for the underground water and sewer themselves and then will build the costs into the price of the lot they are selling. If there is a trunk line that runs past an area and that area then becomes served because of other developments that may occur, the City picks up that cost of oversizing if the pipe goes from say 6" to 8".

Commissioner Frank noted that the decision being made tonight is whether or not the City wants to welcome you into the folds of the City of Mandan. The Board is not deciding on any infrastructure to be determined tonight and there will be further opportunity to discuss that. She stated that safety is a major concern in this area. Tonight's consideration is exclusively for annexation. Neubauer commented that with regards to the accident that occurred on 1806, the Mandan Fire Department, along with Metro Ambulance, would be the first responders on those types of situations. Thus it will benefit the residents in that area under the annexation. The Transportation Improvement Plan will provide plans for safety and traffic flow in that area that will depend on federal and state road improvement funds as they become available. Commissioner Braun commented that the City has been dealing with determining the "unknown" with the specials amounts. He stated that when this matter is discussed there will be consideration given to the financial strain that may occur to property owners. It is extremely hard to determine what the costs might be but he reassured property owners that the Commission will work hard to make sure the costs are attainable for each property owner.

Commissioner Braun moved to find there are insufficient protests to prohibit the proposed annexation. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Consider approval of a zone change for a part of the SE ¼ in Section 16, Township 139N, Range 81 West, Eagle Ridge 1st Addition.(First consideration of Ordinance #1169)(See Ordinances No. 2).* Engineering Project Manager Fettig stated this request comes from Dennis Meyer and Eagle Ridge Development for a zone change from an R7 (Single Family) to R3.2 (Two Family) and RM (Multi-Family) to all RM (Multi-Family Residential). This matter was before this Commission previously and was approved at that time. The developer plans on constructing apartments and townhomes.

Mayor Van Beek announced this is a public hearing to consider the zone change for a part of the SE ¼ in Section 16, Township 139N, Range 81 West, Eagle Ridge 1st Addition and invited anyone to come forward to speak for or against the zone change. A second announcement was made by Mayor Van Beek to come forward. Hearing none, this portion of the public hearing was closed.

Commissioner Frank moved to approve the zone change for a part of the SE ¼ in Section 16, Township 139N, Range 81 West, Eagle Ridge 1st Addition from an R7 (Single Family) to R3.2 (Two Family) and RM (Multi-Family) to all RM (Multi-Family Residential). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *Consider approval of a zone change for a part of Section 31, Township 139N, Range 80 West, Sylvesters Industrial Park 3rd Addition Lot 1 Block 1.(First consideration of Ordinance #1170)(See Ordinances No. 3).* Engineering Project Manager Fettig reviewed with the Board a request for the approval of a zone change for a part of Section 31, Township 139N, Range 80 West, Sylvesters Industrial Park 3rd Addition Lot 1 Block 1. (First consideration of Ordinance #1170). Fettig stated this matter was discussed at the Planning and Zoning Committee and the vote was 10 ayes and 3 nays to approve removing the restrictions from only the Lot 1, Block 1 and to leave the restrictions on Block 2. The restrictions on this were no railroad trackage, auto laundry, auto repair (as a primary use) commercial parking lot/garage, off-premise advertising sign, steam bath, tire/battery repair, storage building/warehouse or any of the wholesale group. The developer is planning to build a Cenex convenience store on Memorial Highway with a carwash. The lot owner next to this property had a concern with activities planned on Lot 2 if excessive noise were involved. The PZC approved removing the restrictions from Lot 1 but to keep restrictions on Lot 2.

Mayor Van Beek announced this is a public hearing to consider a zone change for a part of Section 31, Township 139N, Range 80 West, Sylvesters Industrial Park 3rd Addition Lot 1 Block 1 and invited anyone to come forward to speak for or against the zone

change. A second announcement was made by Mayor Van Beek to come forward. Hearing none, this portion of the public hearing was closed.

Commissioner Tibke moved to approve removing the restrictions from Lot 1, Block 1, Sylvester's Industrial Park 3rd Addition. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *Consider approval of a zone change for a part of Section 31, Township 139N, Range 80 West, Midway 14th Addition Lots 1-3 & 6 Block 1. (First consideration of Ordinance #1171)(See Ordinances No. 4).* Engineering Project Manager Fettig stated this property is along Memorial Highway SE. The original request was from M & P, LLP, for a zone change to remove the restrictions from all Lots 1 through 6. At the Planning and Zoning Committee meeting, the property owner to the east of this property sent a letter stating he did not want to see the restrictions lifted on the property adjoining his. The property owner on the south also did not want the restrictions lifted on the lot bordering his property. The P & Z Committee voted 10 ayes and 3 nays to approve removing the restrictions from only Lot 1-3 & 6, Block 1 and to leave the restrictions on Lots 4 and 5.

Mayor Van Beek announced this is a public hearing to consider a zone change for a part of Section 31, Township 139N Range 80 West, Midway 14th Addition Lots 1-3 & 6 Block 1 and invited anyone to come forward to speak for or against the zone change. A second announcement was made by Mayor Van Beek to come forward. Hearing none, this portion of the public hearing was closed.

Commissioner Braun moved to approve a zone change for a part of Section 31, Township 139N, Range 80 West, Midway 14th Addition Lots 1-3 & 6 Block 1. (First consideration of Ordinance #1171). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

F. BIDS:

G. CONSENT AGENDA

1. *Consider games of chance for the following: (i) Bismarck Single File at Mandan Eagles Club from November 8, 2013 through December 31, 2013. (ii) Ten Spot Scratch at Ten Spot Lanes from October 7, 2013 through October 13, 2013.*
2. *Consider the Acceptance of a Traffic Safety Contract from the North Dakota Department of Transportation, Traffic Safety Office.*
3. *Consider authorizing a work change order on Street Improvement District No. 185, Project No. 2013-19 (Heart Ridge 2nd Addition).*
4. *Consider approval of administrative guidelines for City Pay Policies.*
5. *Consider proclaiming October, 2013 National Disability Employment Month in the City of Mandan.*

6. *Consider confirmation of special assessments for Street Improvement District #148.*

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

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Consider appointments to the Mandan Youth Commission.* City Administrator Neubauer stated there were five openings on the Youth Commission and five applications were received. The recommended appointments: Morgan Anderson*, Brenna Hammer*, Madison Just*, Casey Beck, Kaysee Fry, Cole Garman, McKenna Quintus*, Lauren Wingenbach*, Ashley Doll, Connor Leingang. “*” are the new applicants.

Commissioner Frank moved to approve the appointments to the Mandan Youth Commission. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *Receive an update of the Bismarck Mandan Metropolitan Planning Organization long range transportation plan.* Ben Ehreth, Bismarck-Mandan Metropolitan Planning Organization presented an update on long range transportation plan. He stated that Rick Stoppelmoor, HDR will assist in updating the Long Range Transportation Plan to the year 2040. Ereth explained the plan is to provide a plan for long range transportation in the region. It considers all modes of transportation including roadway and street network, movement of freight, transit, bicycle and pedestrian. Five jurisdictions are part of the plan, Mandan, Bismarck, Lincoln, and portions of Morton and Burleigh counties. Federal regulations require updated plans every five years hence the review at this time. Transportation projects seeking the use of federal transportation funds must be identified within the Long Range Transportation Plan. The website that includes a transportation map and plan is www.envisionbisman2040.com. The first public hearings will be held this winter. Kiosks are available throughout the community. Public meetings will be available on-line, a tape recorded meeting for viewing at any time. A random sample survey will be conducted with over 400 households from the community related to transportation questions. Likely next summer, or possibly early next fall, will be the next time we will come to this forum to bring further information and a final plan.

3. *Consider appointment of Karl Liepitz to the Planning and Zoning Commission.* Planning & Engineering Director Froseth reviewed with the Board that three Letters of interest for the Open at Large position have been received. He stated that the Planning and Zoning Committee voted unanimously to recommend the appointment of Karl Liepitz to the Planning and Zoning Commission who felt his interest in the position and experience meet the qualifications to fill the vacant position due to the resignation from Loren Wetch.

Commissioner Tibke moved to approve the appointment of Karl Liepitz to the Planning and Zoning Commission. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed. Mayor Van Beek welcomed Karl Liepitz to the Planning and Zoning Commission.

4. *Consider approval of a variance for the E 70' of Lots 1 & 2, Block 18, Helmsworth Mclean Addition.* Planning & Engineering Director Froseth reviewed with the Board a request from Norman Schafer to allow a variance to change the property's building setback line from 5' to 3' from the property line in order to build a wider garage with a double door. Planning and Zoning Commission passed on 5 aye, 3 naye votes.

Commissioner Frank moved to approve a variance for the E 70' of Lots 1 & 2, Block 18, Helmsworth Mclean Addition. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

J. RESOLUTIONS AND ORDINANCES:

1. *Consider Resolution authorizing filing of application with the North Dakota Department of Health for a Loan under the Safe Drinking Water Act.* Finance Director Welch stated that during the 2013/2014 Budget process this Board approved the City's Water Meter Reading Replacement Project. This Board also approved an agreement with Advanced Engineering Environmental Services provide general and basic engineering services to help move this project forward. The next step in this project is to secure financing for the project therefore the City will apply for a loan from the State Revolving Fund Program SRF through the ND Public Finance Authority. The loan will be for the standard 20 years at an interest rate of 2.5% which includes .5% administrative fee. The loan will be repaid from the user fees from the water and sewer base rates. The City is only obligated for the loan for this project. The SRF Program is the same financing mechanism that the City currently has to finance its existing water and sewer improvements at the waste water plant in the city's water distribution system and sewer collection system. The rates to pay for the future debt service on this loan have already been included in the 2013 and 2014 budget. That mechanism is already in place. What is required for consideration and approval is the ordinance authorizing the filing requirement with the North Dakota Department of Health in order to move forward with the proposed loan financing.

Commissioner Braun moved to approve the Resolution authorizing filing of application with the North Dakota Department of Health for a Loan under the Safe Drinking Water Act. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

2. *First consideration of Ordinance No. 1169 Zone Change for Eagle Ridge 1st Addition – An ordinance to amend and reenact section 21-13-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.* Commissioner Rohr moved

to approve the First consideration of Ordinance No. 1169 Zone Change for Eagle Ridge 1st Addition – An ordinance to amend and reenact section 21-13-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

3. *First consideration of Ordinance No. 1170 Zone Change for Sylvesters Industrial Park 3rd Addition Lot 1, Block 1 – An ordinance to amend and reenact section 21-13-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.* Commissioner Frank moved to approve the First consideration of Ordinance No. 1170 Zone Change for Sylvesters Industrial Park 3rd Addition Lot 1, Block 1 – An ordinance to amend and reenact section 21-13-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

4. *First consideration of Ordinance No. 1171 Zone Change for Midway 14th Addition Lots 1-3 & 6, Block 1 – An ordinance to amend and reenact section 21-13-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map.* Commissioner Braun moved to approve the First consideration of Ordinance No. 1171 Zone Change for Midway 14th Addition Lots 1-3 & 6, Block 1 – An ordinance to amend and reenact section 21-13-02 of the Mandan Code of Ordinances relating to District Boundaries and Zoning Map. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

5. *Introduction and first consideration of Ordinance No. 1158, An Ordinance to Amend and Re-enact Section 21-03-10(1)(a) of the Mandan Code of Ordinances relating to automobile parking.* Assessor/Building Official Lalim reviewed with the Board a proposed ordinance to include a provision for off-street parking of one space for any single family, two-family, and multi-family. This amendment comes from committees and staff to recommend increasing the one space to two spaces per dwelling unit. Also language of having an efficiency apartment less than 400 sq. ft. would revert to one space. There are areas of congestion on streets and this would resolve that issue. This was addressed by the Parking Commission and it was approved to forward to the City Commission for approval. Commissioner Tibke moved to approve the Introduction and first consideration of Ordinance No. 1158, An Ordinance to Amend and Re-enact Section 21-03-10(1)(a) of the Mandan Code of Ordinances relating to automobile parking.

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

6. *Consider Resolution establishing license fees for the sale of alcoholic beverages.* City Administrator Neubauer recommended to the Board that this matter be placed on hold until the first and second readings are adopted on the change in number of liquor licenses to be adopted. This could be brought back to the October 15th meeting unless there are changes in the issuance fees.

Mayor Van Beek commented that on the last D-1 license sold for \$40,000 that Commissioner Braun brought up at the last meeting – why did we reduce it to \$35,000? Mayor Van Beek suggested moving the D-1 license to \$40,000. Administrator Neubauer stated that can be revised and brought back to the next meeting. The Board agreed to bring the matter back to the next meeting for disposition.

7. *Introduction and first consideration of Ordinance No. 1168, An Ordinance to Amend and Re-enact Portions of Section 12-02-04 and Section 12-02-06 of the Mandan Code of Ordinances Relating to Alcoholic Beverage Licenses.* City Administrator Neubauer stated that at the last Commission meeting it was recommended that a revised Ordinance be drafted that would allow for unlimited liquor licenses for Class A and Class D and Class D-1. Section 12-02-04 indicates the additional language “The City may issue an unlimited number of alcoholic beverage licenses for any class. Also added into the Class A Category is to require a minimum seating capacity of thirty (30) persons. The number of licenses related to other sections of the code was deleted. Also inserted into Section 12-02-06 is the license and issuance fee. Neubauer stated that with the implementation of unlimited licenses being available that the bidding process will go away. City Attorney Brown stated that the last paragraph refers to the bidding process. He indicated that the word “may” in that sentence would allow for a circumstance that may come up and this section could be referenced. Neubauer stated that the adoption of a Resolution allows the Board the flexibility to increase or lower the number of licenses at their discretion. That process would be reviewed on an annual basis at which time it could be increased or decreased depending on the wishes of the Board. City Attorney Brown clarified that any sale of a business that includes a transfer of the license is subject to the approval of the City Commission.

Commissioner Tibke moved to approve introduction and first consideration of Ordinance No. 1168, An Ordinance to Amend and Re-enact Portions of Section 12-02-04 and Section 12-02-06 of the Mandan Code of Ordinances Relating to Alcoholic Beverage Licenses. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS

1. Fire Chief Nardello replied to the comment by Commissioner Frank regarding setbacks, of which he confirmed yes, there are fire code restrictions that would apply and that was discussed with Assessor/Building Official Lalim previously.

2. Fire Chief Nardello reminded the Commission and public that Saturday, October 5th the Fire Department is hosting a 5K run / walk scheduled to start at 8:00 am at Raging

Rivers Park. The Fire Prevention and Annual Open House is scheduled for Tuesday, October 8th at 7:00 pm. He encouraged all Board members and public to attend.

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

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners

The Mandan City Commission and the Mandan Planning & Zoning Commission met in a Joint Special Meeting at 5:30 p.m. on October 8, 2013 at Mandan City Hall, 205 2nd Ave NW, in the Ed “Bosh” Froehlich Meeting Room. In attendance for the Mandan City Commission were Mayor Van Beek, Commissioners Tibke, Frank, Rohr, and Braun. City Department Heads present were City Attorney Brown, City Administrator Neubauer, Business Development & Communications Director Huber, Director of Public Works Wright, Planning & Engineering Director Froseth, Engineering Project Manager Fettig, and Assessor/Building Official Lalim. Also in attendance for the Mandan Planning & Zoning Commission were Knoll, Van Beek, Fleischer, Klein, Leingang, Robinson, Kelly, Liepitz, Laber, Mehlhoff and Zachmeier (arrived at 5:40 p.m.). Absent: Hilfer. Representing Stantec was Phil Carlson. Also present in the audience was Peggy Harter from the Stantec’s Fargo office.

NEW BUSINESS:

1. *Update on Mandan Comprehensive Land Use and Transportation Plan.* Phil Carlson from Stantec presented an update on the Comprehensive Plan Process. Mr. Carlson indicated the planning process is in phase III of the process with five total phases.

Mr. Carlson addressed the following areas: Previous Planning Advisory Committee (PAC) key topics; Goals & Policies; Existing Land Uses; Transportation Plans; Park & Greenspace Areas; Projected Growth (population, land utilization); Commercial, Industrial & Residential Growth; Character Districts; Gateways; PAC discussion points; and next steps.

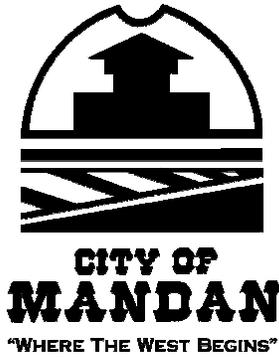
The next step in the process will be a community input meeting scheduled for Nov. 12. The presentation discussed is available on the City’s website.

ADJOURN

There being no further actions to come before the Board, Commissioner W. Knoll moved to adjourn the meeting. Commissioner D. Rohr seconded the motion. The motion received unanimous approval of the Board members present and the meeting adjourned at 6:30 p.m.

/s/ James Neubauer
James Neubauer,
City Administrator

/s/ Arlyn Van Beek
Arlyn Van Beek
President, Board of City
Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 8, 2013
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Business Development & Communications
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Renaissance Zone Committee Recommendation on Available Tax Exemptions

STATEMENT/PURPOSE: To hold a public hearing regarding revisions to the Mandan Renaissance available tax exemptions and to consider a recommendation for such revisions by the Mandan Renaissance Zone Committee.

BACKGROUND/ALTERNATIVES: The RZ Committee met Sept. 17. The major agenda item was a review of available tax exemptions and credits. The N.D. Department of Commerce - Division of Community Services indicated during its review of Collins Place project that the limits placed on the amount and duration of the local property tax exemption were not consistent with Mandan's Renaissance Zone Development Plan. Renaissance Zone Program Manager Andrea Holl Pfennig provided tentative approval for the project to begin without being considered in violation of zone policies while at the same time advising that the City of Mandan to amend its development plan to allow for flexibility in reducing local property tax exemption from 100% for five years.

Language in the proposed revisions to the summary of available tax exemptions and credits states, "The City reserves the right to limit the amount or duration of the local property tax exemption for projects receiving other local incentives as well for applications from recipients that have not had desired results with past projects."

Other changes to the summary are updates based on HB1166 approved in the 2013 legislative session. The bill put a cap at \$500,000 on the amount of income per year that a taxpayer may exempt for business or investment locations. The bill also stipulated that the amount of income exempt from a project involving the expansion of an existing building be limited to the percentage by which the building was expanded.

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Renaissance Zone Committee Recommendation on Available Tax Exemptions

Page 2 of 2

A legal notice of the public hearing scheduled for the City Commission meeting on Oct. 15 was published in the Mandan News on Oct. 4 and Oct. 11.

The Mandan Renaissance Zone Committee will be undertaking a more comprehensive review of the entire Mandan Renaissance Zone development plan as soon as the Assessing Department provides condition ratings for all properties in the zone.

ATTACHMENTS: Mandan Renaissance Zone Available Tax Credits and Exemptions summary with proposed revisions.

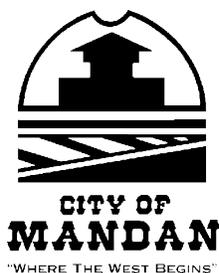
FISCAL IMPACT: The revisions would provide the City of Mandan with more flexibility as to the amount of exemption provided for qualifying projects involving new construction, rehabilitation or purchase with improvements of properties in the 28-block Renaissance Zone.

STAFF IMPACT: Minimal

LEGAL REVIEW: Attorney Brown has reviewed all information.

RECOMMENDATION: The RZ Committee voted 6-0 to recommend approval of the revisions to the available tax exemptions and credits.

SUGGESTED MOTION: I move to approve the proposed revisions to Mandan Renaissance Zone Program available tax credits and exemptions.



MANDAN RENAISSANCE ZONE

AVAILABLE TAX EXEMPTIONS AND CREDITS

State Income Tax Exemptions

A. Individual Income Tax Exemption:

1. An individual taxpayer who purchases or rehabilitates a single-family residential property for the individual's primary place of residence as an approved Zone project is exempt from up to \$10,000 of personal income tax liability for five taxable years beginning with the month the rehabilitation is complete.
2. The rehabilitation cost must equal or exceed 20 percent of the residence's value for tax purposes with a \$10,000 minimum.

B. Business/Investment Income Tax Exemption:

1. Any taxpayer that purchases, leases, undertakes leasehold improvements or rehabilitates residential or commercial property for any business or investment purpose as an approved Zone project is exempt from any tax on income derived from the business or investment locations within the Zone for five taxable years, beginning with the month of purchase, lease, or completion of leasehold improvements or rehabilitation. The maximum amount of income that a taxpayer may exempt from tax under this subsection for any taxable year is \$500,000. The limitation applies to the sum of the exempt income derived from the taxpayer's business and investment interests in all zone projects.
2. For rehabilitation projects, the cost of rehabilitation must equal or exceed 50 percent of the property's value for tax purposes with a \$15,000 minimum.
3. For leasehold improvement projects, the cost of the improvements must equal at least 50 percent of that space's value for tax purposes.

1. If a zone project consists of a physical expansion of an existing building owned and used by the taxpayer for business or investment purposes, the amount of income exempt from tax is limited to an amount equal to the income derived from the business, or from the investment use of the building, during the taxable year multiplied by a ratio equal to the square footage added by the expansion divided by the total square footage of the building after expansion.

Property Tax Exemptions

A. Single-family Residential Properties:

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Renaissance Zone Available Tax Exemptions and Credits

Page 2 of 2

1. The City will a complete exemption from ad valorem taxation on single-family residential property, exclusive of the land on which it is situated, if the property was purchased or rehabilitated by an individual for the individual's primary place of residence as an approved Zone project.
2. An exemption granted under this provision may not extend beyond five taxable years following the date of acquisition or rehabilitation.

B. Business/Investment Properties:

1. The City will grant a complete exemption from ad valorem taxation on buildings, structures, fixtures and improvements purchased or rehabilitated as an approved Zone project for any business or investment purpose. The City also will grant a complete exemption from ad valorem taxation on leasehold improvements as an approved Zone project for any business or investment purpose. An exemption granted under this provision may not extend beyond five taxable years following the date of purchase or rehabilitation.
2. For leasehold improvements, lessee must provide evidence that they are the beneficiary of the property tax exemption on their pro rate share of the building.

2.C. The City reserves the right to limit the amount or duration of the local property tax exemption for projects receiving other local incentives as well for applications from recipients that have not produced desired results with past projects.

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Historic Preservation and Renovation Tax Credits

A. State Income Tax Credit:

1. A credit against state tax liability is allowed for investments in the historic preservation or renovation of property within the Renaissance Zone.
2. The amount of the credit is 25% of the amount invested, up to a maximum of \$250,000.
3. The credit may be claimed in the year in which the preservation or renovation is complete, and any excess credit may be carried forward for a period of up to five taxable years.

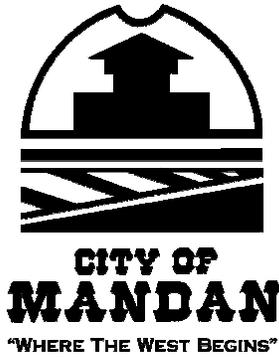
B. Federal Income Tax Credit:

1. A credit of 20% of an investment is allowed for the rehabilitation of an eligible historic property that will be used for commercial purposes.
2. In order to qualify for this tax credit, both the State Historical Society and the National Park Service must approve the project.

* This handout is a summary of available tax credits and exemptions. For more detailed information, please refer to the North Dakota Renaissance Zone Tax Incentives Guideline from the North Dakota Office of State Tax Commissioner (November 2004).

Revised March 1, 2011

Recommended Revision September 17, 2013



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 10, 2013
SUBMITTING DEPARTMENT: Engineering/Planning
DEPARTMENT DIRECTOR: Justin Froseth, Planning & Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider a change of zoning of a part of the SE ¼ in Section 4, Township 139N, Range 81W

STATEMENT/PURPOSE: Request to change the zoning of Auditor's Lot A less the east 34 feet thereof and Lot E in the SE ¼ in Section 4, Township 139N, Range 81W from County's Industrial to the City's MA (Light Non-Nuisance Industrial/Heavy Commercial).

BACKGROUND/ALTERNATIVES: Request from Mike Wieland, Hookset Properties, for a zone change from County's Industrial to the City's MA (Light Non-Nuisance Industrial/Heavy Commercial). The property is located at 3690 Highway 1806. The change is to have the appropriate industrial zoning for the use of the property. The Planning & Zoning Commission voted unanimously to approve the zone change on September 23, 2013.

ATTACHMENTS:

1. Office Report
2. Map
3. Ordinance

FISCAL IMPACT: Minimal

STAFF IMPACT: Minimal

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

RECOMMENDATION: This change is to give the appropriate City Industrial zoning to property that is already zoned Industrial, therefore our office recommends approving the zone change for the Auditor's Lot A less the east 34 feet thereof and Lot E in the SE ¼ in Section 4, Township 139 North, Range 81 West to MA (Light Non-Nuisance Industrial/Heavy Commercial).

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Change of zoning of a part of the SE ¼ in Section 4, Township 139N, Range 81W

Page 2 of 4

SUGGESTED MOTION: I move to approve the zone change for the Auditor's Lot A less the east 34 feet thereof and Lot E in the SE ¼ in Section 4, Township 139 North, Range 81West to MA (Light Non-Nuisance Industrial/Heavy Commercial).

MANDAN PLANNING OFFICE REPORT

October 10, 2013

Applicant(s): Mike Wieland, Hookset Properties

Owner(s): same

Requested Action: Zone Change Approval

Name of Subdivision: none

Legal Description: Auditor's Lot A, less the east 34' thereof, in the SE ¼ and Lot E in the SE ¼ of the SE ¼ in Section 4, Township 139N, Range 81W

Located: 3690 Highway 1806 N or 2107 37th Street NE

Parcel Acreage: 4.32

Existing Land Use: storage for Minnkota Power

Proposed Land Use: commercial shops and cold storage

Adjacent Land Use: Humane Society, Entzels storage units, ag

Existing Zoning: Industrial (county zoned)

Proposed Zoning: MA (Light Non-Nuisance Industrial/Heavy Commercial)

Adjacent Zoning: Agricultural, Industrial and Residential (county zoned)

Fee(s) Required: \$250.00 Date Received: August 29, 2012

Adjacent Property Owner notification: October 1, 2013

Dates of Legal Notices: October 4 & 11, 2013

Recommendations: The Planning Office recommends approval.

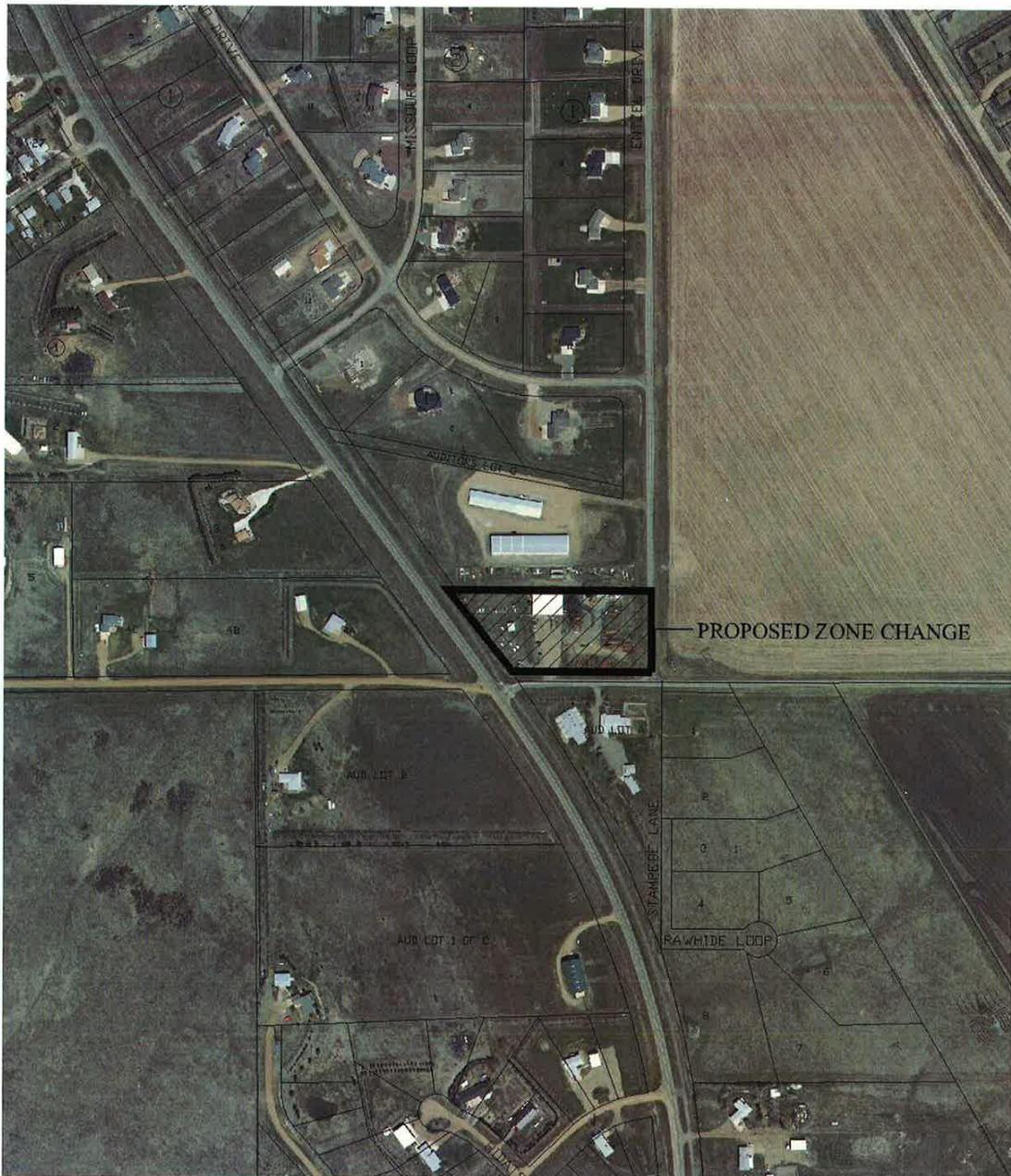
Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Change of zoning of a part of the SE ¼ in Section 4, Township 139N, Range 81W

Page 3 of 4



ORDINANCE NO. 1167

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

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

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

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from County Industrial and shall be included in the City of Mandan's MA (Light Non-Nuisance/Heavy Commercial) zoning namely,

Auditor's Lot A less the east 34' thereof, in the SE ¼ and Lot E in the SE ¼ of the SE ¼ of Section 4, Township 139N, Range 81W

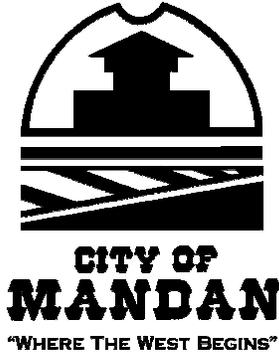
and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

President, Board of City Commissioners

Attest:

City Administrator

| | |
|--|---------------------------|
| Public Hearing: | <u>September 23, 2013</u> |
| First Consideration: | <u>October 15, 2013</u> |
| Second Consideration and Final Reading: | <u>November 5, 2013</u> |
| Publication Date: | _____ |
| Recording Date: | _____ |



Bid No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 11, 2013
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth
SUBJECT: Mandan Water Treatment Plant, Phase II
Optimization Project Bids Received

STATEMENT/PURPOSE: Consider award of low bids for Mandan Water Treatment Plant, Phase II Optimization Project.

BACKGROUND/ALTERNATIVES: City staff was able to secure a state revolving fund loan to make improvements to the city's Water Treatment Plant. The scope of the improvements are varied and listed in the attached opinion of probable cost furnished by AE2S. 5 bids were received on October 10th for the construction of this project. Bids came in at 30% lower than engineers estimate when including the General Construction Contract, the Alternate, and the Electrical Construction Contract.

ATTACHMENTS:

- AE2S Opinion of Probable Cost
- AE2S Bid Award Recommendation Letter
- Bid Tab Sheet
- Resolution to Award Bid

FISCAL IMPACT: A DWSRF loan is in place for \$1,200,000 of the project. The finance office has indicated that the utility fund could be used for some cost over the \$1,200,000 covered by the loan. If the low bids for the General Construction, the Alternate, and the Electrical Construction were all accepted, the total construction cost would be \$1,081,220. Add 30% for engineering design and inspection services, and the total project cost comes to approximately \$1,405,600.

STAFF IMPACT: Minimal

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Mandan Water Treatment Plant, Phase II Optimization Project Owner/Engineer
Bids Received

Page 2 of 2

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

RECOMMENDATION: To award the project to the low bidders; PKG Contracting for the Contract No. 1 – General Construction and Alternate No. P1, and Edling Electric for Contract No. 2 – Electrical Construction.

SUGGESTED MOTION: I move to award the project to the low bidders; PKG Contracting for the Contract No. 1 – General Construction and Alternate No. P1, and Edling Electric for Contract No. 2 – Electrical Construction.

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

| Proposed Improvements | 8/8/2013 | 8/8/2013 |
|---|------------------|-------------|
| | Opinion of Costs | Alternates |
| 1 Plant #1 Recarbonation Basin Improvements | \$50,000 | |
| 2 66' Pretreatment Basin Improvements | | |
| a. Replace scraper bearings. | \$34,000 | |
| b. Prep/paint metal surfaces. | \$99,000 | |
| c. Demo existing tube settlers and supports. | \$20,000 | |
| d. New tube settlers and supports. | | \$422,000 |
| e. Catwalk repairs. | \$25,000 | |
| f. Launder support connections. | \$25,000 | |
| g. Drive sprocket replacement for 66' and 38' basins. | \$10,000 | |
| h. Demo abandoned radiant heating system | \$5,000 | |
| i. Wall and ceiling painting. | \$50,000 | |
| 3 Filters 8-11 Center Platform Coating Improvements | \$60,000 | |
| 4 Filters 8-11 Drain/Rewash and Isolation Valves | \$60,000 | |
| 5 Clearwell #2 Hatch/Vent Modifications | \$25,000 | |
| 6 Lime Silo OSHA Compliance Modifications | \$50,000 | |
| 7 I&C Upgrades (lime and booster station upgrades) | \$25,000 | |
| 8 Replace Existing CO2 Compressor | \$10,000 | |
| 9 Reclaim Basin Effluent Pipe Modifications (send to Gravity Thickener) | \$20,000 | |
| 10 Replace backflow preventer isolation valves on #2 Clearwell House Water Supply | \$6,000 | |
| 11 Paint Clearwell #1 High Service Discharge Header | | |
| 12 Replace Existing Lime Screw Auger, Rotary Feeder, Knife Gate Valve, Blower, Dust Collectors (x2), Transfer Elbows (x4) | | |
| a. Replace lime screw auger | \$14,000 | |
| b. Replace rotary feeder | \$21,000 | |
| c. Replace silo isolation valve with knife gate. | \$5,000 | |
| d. Replace blower | \$38,000 | |
| e. Replace dust collectors (x2) | \$63,000 | |
| f. Replace transfer elbows (x4) | \$19,000 | |
| 13 Old Chlorine/Storage Room | \$150,000 | |
| 14 Garage Block Wall Pulling Away from Building | \$10,000 | |
| 15 Intake Building - Repair deteriorating block, add ventilation, replace front door | \$5,000 | |
| Estimated Construction Costs | \$899,000 | \$1,321,000 |
| Contingencies | \$90,000 | \$132,000 |
| Turbidimeters (City direct purchase) | \$15,843 | \$15,843 |
| Subtotal Construction Costs | \$1,004,843 | \$1,468,843 |
| Professional Services | | |
| Preliminary Engineering | \$32,000 | \$32,000 |
| Final Design | \$60,000 | \$60,000 |
| Bidding | \$15,000 | \$15,000 |
| Construction | \$81,000 | \$81,000 |
| Post-Construction | \$28,000 | \$28,000 |
| I&C | \$40,000 | \$40,000 |
| Funding Assistance | \$15,000 | \$15,000 |
| Scope Change Items | \$30,000 | \$40,000 |
| Subtotal Professional Services | \$301,000 | \$311,000 |
| Summary | | |
| Estimated Construction Costs | \$1,004,843 | \$1,468,843 |
| Professional Services | \$301,000 | \$311,000 |
| Total | \$1,305,843 | \$1,779,843 |
| SRF Loan (Budget) | \$1,200,000 | \$1,200,000 |



October 11, 2013

To the President and Commissioners
of the Mandan Board of City Commissioners
c/o Justin Froseth, Planning and Engineering Director
205 2nd Avenue NW
Mandan, ND 58554-3125

**Re: Water Treatment Plant Phase II Optimization Improvements
City of Mandan, North Dakota**

Honorable Commissioners:

Bids for the referenced Project were opened on Thursday, October 10, 2013. Five Contractors submitted Bids for the Work. The Contractors submitted the required Bid Bonds, Contractor's Licenses, required SRF documents, acknowledged the Addenda, and signed their Bids. The Bids were examined for errors and irregularities, and none were found. A copy of the Bid tabulation summary is attached.

The apparent low bids for Contract No. 1 – General Construction, including Alternate No. P1 and Contract No. 2 – Electrical Construction were submitted by PKG Contracting, Inc. and Edling Electric, Inc., respectively. Both PKG Contracting and Edling Electric are known, reputable Contractors who have completed many water projects for AE2S and the City of Mandan. As such, we recommend award of Contract 1 – General Construction, including Alternate No. P1 to PKG Contracting, Inc. for \$1,038,900.00, and award of Contract No. 2 – Electrical Construction to Edling Electric, Inc. for \$42,320.00.

Included herewith are copies of the two certified Bid proposals, with corresponding Bid Bonds, SRF documents, and Contractors' Licenses, and four (4) copies of the Notice of Award for each Contract for review by the City Attorney and execution, if acceptable.

Once the City executes the Notices of Award, please return them to AE2S. We will forward the Notices of Award and the Construction Agreements to the Contractors. The successful Contractors are required to acknowledge the Awards, execute the Agreements (on their part), and return all documents with the required supporting documentation (Performance and Payment Bonds, insurance certificates, tax clearances, etc.) within fifteen days. Upon receipt of the returned documentation, they will be reviewed and forwarded to the City for review and final

President and Commissioners
of the Mandan Board of City Commissioners

Re: Mandan Water Treatment Plant Phase II Optimization Improvements

October 11, 2013

Page 2 of 2

execution, if acceptable to the City contingent upon having obtained final approval from the North Dakota Department of Health. Once the Agreements are fully executed, we will assemble and distribute complete Contract Document sets to all parties, schedule and administer a pre-construction conference, and issue the Notices to Proceed.

Thank you for the continued opportunity to provide professional engineering services to the City of Mandan. Should you have any questions or concerns, please do not hesitate to contact us.

Submitted in Service,

AE2S



Laith Hintz, PE
Project Engineer

Enclosures (Bid Tabulation Summary, Two Certified Bid Packages, Notices of Award)

C: North Dakota Department of Health

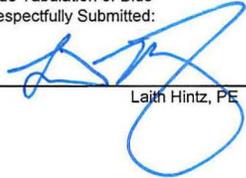


WTP Phase II Optimization Improvements
 Mandan, ND
 P00510-2010-03
 October 10, 2013

| CONTRACTOR | Outside Env. | | | | | | Contract No. 1 - General Construction | Alternate No. P1 | Contract No. 2 - Electrical Construction | Contract No. 3 - Combined General and Electrical Construction | Alternate No. P1 |
|-------------------------------|-------------------------------|----------|----------------------|---------------------------------------|--|----------|---|---------------------|--|--|---------------------|
| | Acknowledge Addenda 2 of 2 | Bid Bond | Contractor's License | M/B/E/WBE Subcontractor Sol. Info. | SRF Certification Regarding Debarment | Bid Form | | | | | |
| 1 RSCI | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | NO BID | NO BID | NO BID | \$1,470,885.00 | \$138,000.00 |
| 2 Northern Plains Contracting | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | \$945,000.00 | \$200,000.00 | NO BID | \$995,000.00 | \$200,000.00 |
| 3 Swanberg Construction | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | \$1,182,000.00 | \$174,000.00 | NO BID | \$1,234,000.00 | \$174,000.00 |
| 4 PKG Contracting | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | \$896,900.00 | \$142,000.00 | NO BID | \$946,900.00 | \$142,000.00 |
| 5 Edling Electric | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | NO BID | NO BID | \$42,320.00 | NO BID | NO BID |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| <i>Engineer's Estimate</i> | | | | | | | <i>\$1,080,000.00</i> | <i>\$420,000.00</i> | <i>\$50,000.00</i> | <i>\$1,130,000.00</i> | <i>\$420,000.00</i> |

Advanced Engineering and Environmental Services, Inc.
 1815 Schafer St Ste 301
 Bismarck, ND 58501
 Tel: 701-221-0530
 Fax: 701-221-0531

True Tabulation of Bids
 Respectfully Submitted:



Lajth Hintz, PE

RESOLUTION
APPROVING CONTRACTS AND CONTRACTORS' BONDS FOR
Mandan Water Treatment Plant, Phase II Optimization

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

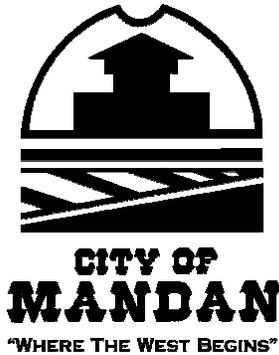
1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for the Mandan Water Treatment Plant, Phase II Optimization project of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvements are hereby ordered to be constructed in accordance with the plans and specifications therefore as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for Contract No. 1 - General Construction, including Alternate No. P1, was PKG Contracting Inc. with a bid of \$1,038,900.00.
4. It is hereby found and determined that the lowest responsible bidder for Contract No. 2 - Electrical Construction was Edling Electric Contracting Inc. with a bid of \$42,320.00.
5. It is hereby found and determined that both contractors are known reputable contractors who have successfully completed water projects for the City of Mandan.
6. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into contracts with said bidders on the part of the City, in the form prescribed by Sections 40-22-35 and 40-22-35, N.D.C.C. as amended, provided that said bidders shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Sections 40-22-30 and 40-22-32 of said Code.

Dated this 15th day of October, 2013

Arlyn Van Beek, President of the
Board of City Commissioners

Attest:

James Neubauer,
City Administrator



CONSENT #2

Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 14, 2013
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch
SUBJECT: Special assessments for Weed Cutting of 2013, Sidewalks of 2013 and, Health and Safety of 2013.

PURPOSE

Consider the special assessments for Weed Cutting of 2013, Sidewalks of 2013 and, Health and Safety of 2013.

BACKGROUND

Weed Cutting of 2013 – For the eradication, cutting and control of weeds and tall grasses, and any other unhealthy vegetation exceeding six inches in height. Assessment for these costs are allowed under North Dakota Century Code 40-05-01.1.

Sidewalks of 2013 – For the construction, repair and rebuilding of sidewalks, curb and gutter. Assessment for these costs are allowed under North Dakota Century Code 40-29-05.

Health and Safety of 2013 – For the repairs of curb stops, water lines and sewer lines, and the removal of trees. Assessment for these costs are allowed under North Dakota Century Code 40-05-01.1.

The Notices for these assessments were published on September 27, 2013 and October 4, 2013.

ATTACHMENTS

Notice of Assessments:

- Weed Cutting of 2013
- Sidewalks of 2013
- Health and Safety of 2013

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Special assessments for Weed Cutting of 2013, Sidewalks of 2013 and, Health and Safety of 2013.

Page 2 of 2

FISCAL IMPACT

Weed Cutting of 2013 = \$15,410.39 (1 year assessment)

Sidewalks of 2013 = \$148,642.76 (10 year assessment)

Health and Safety of 2013 = \$13,812.50 (5 year assessment)

STAFF IMPACT

No additional staff impact.

LEGAL REVIEW

The special assessments were prepared in accordance with the Mandan Municipal Code and North Dakota Century Code.

RECOMMENDATION

To approve the special assessments for Weed Cutting of 2013, Sidewalks of 2013 and, Health and Safety of 2013.

SUGGESTED MOTION

Move to approve the special assessments for Weed Cutting of 2013, Sidewalks of 2013 and, Health and Safety of 2013.

NOTICE OF ASSESSMENTS
WEEDS OF 2013

NOTICE IS HEREBY GIVEN that the following is a true and correct list of the particular lots and tracts of land on which the City of Mandan caused the cutting, spraying and removal of grass and weeds or caused the performance of such acts which contributed to the general health, safety and welfare of the community.

| <u>Seq #</u> | <u>Block</u> | <u>Lot</u> | <u>Address</u> | <u>Amount</u> |
|-------------------------------------|--------------|---|--------------------------|---------------|
| <u>Big Sky Estates</u> | | | | |
| 10464 | 2 | 5 | 3106 Viewpoint Lane NW | 83.29 |
| 10465 | 2 | 6 | 3110 Viewpoint Lane NW | 68.57 |
| 10466 | 2 | 7 | 3114 Viewpoint Lane NW | 68.57 |
| <u>Borden Harbor 1st</u> | | | | |
| 9230 | 1 | 11 | 4713 Quail Court SE | 55.00 |
| 9234 | 1 | Lot 15 & Aud Lot 0 of Aud Lot N of Lot 13 | 3610 46th Avenue SE | 130.43 |
| <u>Bridgeview Bay-Replat</u> | | | | |
| 10295 | 2 | 6 | 2321 Bayview Ct SE | 68.38 |
| 10296 | 2 | 7 | 2325 Bayview Ct SE | 55.00 |
| 10297 | 3 | 1 | 2423 Pirate's Loop SE | 68.90 |
| <u>Bridgeview Bay 1st</u> | | | | |
| 9990 | 1 | 26 | 2203 Bayview Court SE | 55.00 |
| 9991 | 1 | 27 | 2207 Bayview Court SE | 55.00 |
| 9994 | 1 | 30 | 2219 Bayview Court SE | 55.00 |
| 9995 | 1 | 31 | 2223 Bayview Court SE | 55.00 |
| 9996 | 1 | 32 | 2227 Bayview Court SE | 55.00 |
| 10007 | 1 | 43 | 2333 Bayview Court SE | 55.00 |
| 10008 | 1 | 44 | 2337 Bayview Court SE | 55.00 |
| 10009 | 1 | 45 | 2341 Bayview Court SE | 55.00 |
| 10011 | 1 | 47 | 2407 Bayview Court SE | 55.00 |
| 10014 | 1 | 50 | 2419 Bayview Court SE | 55.00 |
| 10020 | 2 | 1 | 2003 Marina Road SE | 252.41 |
| <u>Evergreen Heights 2nd Replat</u> | | | | |
| 9439 | 2 | 1 | 1616 14th Avenue SE | 55.00 |
| <u>Gerards 2nd</u> | | | | |
| 8551 | 1 | 2 | 600 3rd Street SE | 110.00 |
| <u>Heartview</u> | | | | |
| 1139 | 12 | 3 & 4 | 108 12th Avenue NW | 55.00 |
| 1076 | 8 | 15 & 16 | 1308 1st Street NW | 55.00 |
| <u>Helmsworth & McLean</u> | | | | |
| 1328 | 17 | 15 & 16 | 902 2nd Street NE | 110.00 |
| <u>Lakewood 2nd Addition</u> | | | | |
| 9844 | 3 | 13 | 3303 Bay Shore Bend SE | 66.00 |
| 9854 | 3 | 23 | 3327 Bay Shore Bend SE | 55.00 |
| <u>Lakewood Commercial Park 1st</u> | | | | |
| 9879 A | 2 | Lot 2B of Lot 2 & Lot 3B of Lot 3 | 2041 46th Avenue SE | 99.85 |
| 9880 A | 2 | Lot 3A1 of a portion of Lot 3A of Lot 3 | 4610 21st Street SE | 291.50 |
| <u>Lakewood Commercial Park 3rd</u> | | | | |
| 10120 | 2 | 6 | 2303 Shoal Loop SE | 328.68 |
| 10121 | 2 | 7 | 4402 Shoal Loop SE | 327.10 |
| 10122 | 2 | Lot 8B of Lot 8 | 4302 Shoal Loop SE | 287.64 |
| 10130 | 3 | 6 | 2302 Shoal Loop SE | 204.26 |
| 10313 | 3 | 1 | 4103 Shoal Loop SE | 196.42 |
| <u>Lakewood Commercial Park 4th</u> | | | | |
| 10654 | 1 | 1 | 2101 40th Avenue SE | 516.99 |
| <u>Lakewood Harbor 2nd Addition</u> | | | | |
| 9729 | 1 | 21 | 4202 Bay Shore Bend SE | 226.03 |
| 9730 | 1 | 22 | 4100 Bay Shore Bend SE | 189.53 |
| <u>Lakewood Harbor 3rd Addition</u> | | | | |
| 10035 | 1 | 6 | 4311 Borden Harbor Place | 121.97 |
| 10036 | 1 | 7 | 4315 Borden Harbor Place | 121.53 |
| 10038 | 1 | 9 | 4320 Borden Harbor Place | 104.34 |
| 10039 | 1 | 10 | 4316 Borden Harbor Place | 147.20 |
| 10042 | 1 | 13 | 4300 Borden Harbor Place | 125.21 |
| 10043 | 2 | 1 | 4101 Bay Shore Bend SE | 158.13 |
| 10054 | 2 | 12 | 4136 Lakewood Drive SE | 173.05 |
| 10061 | 2 | 19 | 4108 Lakewood Drive SE | 154.08 |
| 10071 | 2 | 29 | 4014 40th Avenue SE | 210.73 |
| 10072 | 2 | 30 | 4009 Beachfront PL SE | 142.60 |
| 10073 | 2 | 31 | 4017 Beachfront PL SE | 131.47 |
| 10074 | 2 | 32 | 4012 Beachfront PL SE | 123.75 |
| 10074 | 2 | 34 | 4004 Beachfront PL SE | 125.59 |
| <u>Lakewood Harbor 4th Addition</u> | | | | |
| 10196 | 1 | 15 | 4104 South Bay Drive SE | 55.00 |
| 10226 | 2 | 30 | 4103 South Bay Drive SE | 55.00 |
| 10249 | 4 | 6 | 3706 Woodbend Drive SE | 179.94 |
| <u>Lakewood Harbor 6th Addition</u> | | | | |
| 10617 | 1 | 3 | 4000 Bayport Place SE | 141.20 |
| 10621 | 1 | 7 | 4012 Bayport Place SE | 104.38 |
| 10622 | 1 | 8 | 4016 Bayport Place SE | 94.38 |
| <u>Lincoln Ridge Estates 1st</u> | | | | |
| 9406 | 3 | 6 | 2304 Eastview Place SE | 176.29 |
| <u>Mandan Lands 138-81</u> | | | | |
| 10301 | 1 | Gov Lot 1 (Less Mandan Municipal; Lakewood Comm etc.) | 10301 | 203.50 |
| <u>Mandan Lands 139-81</u> | | | | |
| 2908 | 27 | Lot 4 of SE4 | 305 6th Avenue SE | 174.79 |
| 2985A | 35 | Lot 1 of A of E2 SW4 | 1412 15th Street SE | 55.00 |

NOTICE OF ASSESSMENTS
WEEDS OF 2013

| | | | | |
|---|----|-----------------------------------|-------------------------|-----------|
| <u>Mandan Proper</u> | | | | |
| 3182 | 5 | 6 | 218 East Main Street | 55.00 |
| 3424 | 23 | 2 | 209 1st Avenue NE | 55.00 |
| 3495 | 27 | 10 | 206 4th Avenue NE | 55.00 |
| 3583 | 34 | 12 | 310 1st Avenue NE | 55.00 |
| 3739 | 47 | W 80' Lots 7 & 8 | 510 3rd Street NE | 16.50 |
| 3795 | 51 | E 73' Lot 1 | 411 Collins Avenue | 4.40 |
| <u>N.P. 1st</u> | | | | |
| 4447 | 83 | 7 | 700 6th Avenue NW | 55.00 |
| 4517 | 89 | E1/2 Lots 4 & 5 | 802 1st Avenue NW | 55.00 |
| 4518 | 89 | W1/2 Lots 4 & 5 | 802 1st Avenue NW | 55.00 |
| 4571 | 94 | 3 | 807 5th Avenue NW | 55.00 |
| 4581 | 95 | 1 | 811 6th Avenue NW | 55.00 |
| <u>N.P. 2nd</u> | | | | |
| 4906 | 8 | W 1/2 of 17-19 | 604 3rd Street SW | 55.00 |
| <u>Pirates Cove</u> | | | | |
| 170 | 1 | 1 (less Bldg 1 & less 2672 sq ft) | 2200 Pirate's Loop SE | 812.79 |
| <u>Plainview Heights 12th</u> | | | | |
| 10576 | 2 | 7 | 2905 Percheron Drive SE | 75.02 |
| 10583 | 2 | 14 | 1401 27th Street SE | 56.34 |
| 10584 | 2 | 15 | 1301 27th Street SE | 55.00 |
| 10585 | 2 | 16 | 1201 27th Street SE | 55.00 |
| 10610 | 4 | 13 | 3016 Breton Court SE | 87.72 |
| <u>Ripples 4th</u> | | | | |
| 8573 | 1 | 4 | 1400 12th Avenue SE | 110.00 |
| <u>Sharon Heights 1st</u> | | | | |
| 5731 | 1 | 13 | 1400 Sunset Drive NW | 11.55 |
| <u>Sharon Heights 2nd</u> | | | | |
| 5844 | 3 | 30 | 1710 Sunset Drive NW | 8.90 |
| <u>Terra Vallee 1st</u> | | | | |
| 7537 | 3 | 12 | 2704 11th Avenue NW | 55.00 |
| <u>Twin City Ind Sites 1st</u> | | | | |
| 7629 | 1 | 19 | 305 Bisman Avenue SE | 550.00 |
| <u>Villas</u> | | | | |
| 10131 L | 1 | Lot LCA1 | LCA1 | 55.00 |
| <u>West Bay Est 2nd</u> | | | | |
| 1422 | 1 | 2 | 2500 46th Avenue SE | 4,259.73 |
| <u>West Bay Est 2nd Replat Lots 3-5B1</u> | | | | |
| 1425 | 1 | 5 | 2700 46th Avenue SE | 100.89 |
| <u>West Bay Est 3rd</u> | | | | |
| 10091 | 1 | 1 | 1800 46th Avenue SE | 176.00 |
| 10092 | 1 | 2 | 1900 46th Avenue SE | 299.20 |
| <u>West Hills Est 1st</u> | | | | |
| 10501 | 2 | 1 | 4720 Impala Court NW | 82.50 |
| 10507 | 1 | 7 | 4600 Impala Court NW | 60.17 |
| <u>West Hills Est 2nd</u> | | | | |
| 10676 | 4 | 1 | 4721 Corvette Street NW | 82.50 |
| 10678 | 4 | 3 | 4713 Corvette Street NW | 55.00 |
| 10680 | 4 | 5 | 4705 Corvette Street NW | 55.00 |
| 10682 | 4 | 7 | 4601 Corvette Street NW | 82.50 |
| | | | | 15,410.39 |

TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on October 15, 2013 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Diane I Leingang

Publish: September 27, 2013
October 04, 2013

NOTICE OF ASSESSMENTS
SIDEWALKS OF 2013

NOTICE IS HEREBY GIVEN that the following is a true and correct list of the particular lots and tracts of land on which the City of Mandan caused sidewalks to be constructed, replaced or repaired and the cost thereof.

| <u>Seq #</u> | <u>Block</u> | <u>Lot</u> | <u>Address</u> | <u>Amount</u> |
|--|--------------|--------------------------------|-----------------------------|---------------|
| <u>ANK 2nd</u> | | | | |
| 131 | 2 | 1 | 711 Sweetbriar Road NW | 7320.85 |
| <u>Borden Harbor West</u> | | | | |
| 9479 | 2 | 10 | 3802 Sandpiper Trail SE | 3380.69 |
| 9481 | 2 | 12 | 3810 Sandpiper Trail SE | 6511.13 |
| <u>Denison's Ind Park 1st</u> | | | | |
| 7726 | 2 | 5 | 928 17th Street NE | 2329.47 |
| <u>Diane's 2nd</u> | | | | |
| 644 | 1 | 4 | 301 11th Street NE | 376.75 |
| 645 | 1 | 5 less W 2' | 209 11th Street NE | 1726.40 |
| <u>Eastwood Acres 2nd</u> | | | | |
| 793 | 1 | 8 | 1710 4th Street NE | 1373.86 |
| <u>Emberland West</u> | | | | |
| 882 | 2 | 17 | 1804 9th Avenue SE | 870.10 |
| <u>Highland 1st</u> | | | | |
| 2055 | 1 | 1 | 1011 Tower Place NE | 2552.36 |
| <u>Keidel's Southheart Terrace</u> | | | | |
| 10781 | 4 | 2 | 1910 4th Avenue SW | 2500.27 |
| 10786 | 4 | 7 | 1802 4th Avenue SW | 2975.72 |
| 10804 | 5 | 1 | 1600 4th Avenue SW | 6605.65 |
| 10810 | 5 | 7 | 1605 Canyon Road SW | 2764.55 |
| 10811 | 5 | 8 | 1609 Canyon Road SW | 2013.31 |
| 10836 | 6 | 3 | 1504 Canyon Road SW | 2998.61 |
| 10837 | 6 | 4 | 1506 Canyon Road SW | 2933.65 |
| 10849 | 6 | 16 | 1800 Canyon Road SW | 2900.37 |
| <u>Koch's Lakewood Villas</u> | | | | |
| 10905 | 1 | 7 | 2503 Michael Lane SE | 222.34 |
| 10906 | 1 | 8 | 2507 Michael Lane SE | 222.34 |
| 10907 | 1 | 9 | 2511 Michael Lane SE | 222.34 |
| 10908 | 1 | 10 | 2500 Michael Lane SE | 222.34 |
| 10909 | 1 | 11 | 2504 Michael Lane SE | 222.34 |
| 10910 | 1 | 12 | 2508 Michael Lane SE | 222.34 |
| 10911 | 1 | 13 | 2512 Michael Lane SE | 222.35 |
| <u>Lakewood Commercial 4th</u> | | | | |
| 10657 | 3 | 1 | 2501 40th Avenue SE | 4974.28 |
| <u>Lakewood Harbor 2nd Addition</u> | | | | |
| 9752 | 2 | 1 & N 50.20' of 2 | 4412 Borden Harbor Drive SE | 2897.54 |
| <u>Lakewood Harbor 4th Addition</u> | | | | |
| 10198 | 2 | 2 | 4203 South Bay Drive SE | 5119.38 |
| <u>Lakewood Harbor 5th Addition</u> | | | | |
| 10329 | 2 | 3 & 1/9 Interest Parcel #10619 | 4023 Bayport Place SE | 3342.19 |
| <u>Lincoln Ridge Estates 2nd</u> | | | | |
| 10489 | 1 | 3 | 502 Lincoln Court SE | 1579.50 |
| <u>Lincoln Ridge Estates 4th</u> | | | | |
| 10685 | 1 | 1 | 805 Lincoln Court SE | 2758.16 |
| <u>Lincoln Ridge Estates 5th</u> | | | | |
| 10873 | 1 | 1 | 702 Lincoln Court SE | 2657.80 |
| 10878 | 2 | 3 | 701 Lincoln Court SE | 3677.85 |
| 10879 | 2 | 4 | 707 Lincoln Court SE | 3551.74 |
| <u>Mandan Proper</u> | | | | |
| 3607 | 36 | A of 7 & 8 | 108 2nd Street NW | 897.05 |
| 3762 | 49 | E 90' Lot 1 | 411 2nd Avenue NW | 2212.10 |
| 3885 | 58 | 6 | 700 4th Street NW | 9240.83 |

NOTICE OF ASSESSMENTS
SIDEWALKS OF 2013

Meadows 2nd

| | | | | |
|-------|---|---|---------------------|---------|
| 10173 | 2 | 1 | 4600 34th Avenue NW | 3510.44 |
| 10180 | 4 | 1 | 4801 34th Avenue NW | 591.80 |

Meadows 4th

| | | | | |
|-------|---|----|---------------------|---------|
| 10535 | 2 | 6 | 3904 48th Street NW | 3391.26 |
| 10537 | 2 | 8 | 3824 48th Street NW | 2687.32 |
| 10539 | 2 | 10 | 3816 48th Street NW | 776.44 |
| 10559 | 4 | 8 | 5008 37th Avenue NW | 3682.58 |

N. P. 1st

| | | | | |
|------|----|-------|-------------------|---------|
| 4622 | 99 | 1 & 2 | 401 9th Street NW | 3927.98 |
|------|----|-------|-------------------|---------|

Plainview Heights 11th Addition

| | | | | |
|-------|---|----|---------------------|---------|
| 10438 | 3 | 11 | 1101 27th Street SE | 2491.87 |
|-------|---|----|---------------------|---------|

Plainview Heights 12th Addition

| | | | | |
|-------|---|----|-------------------------|---------|
| 10585 | 2 | 16 | 1201 27th Street SE | 3820.42 |
| 10588 | 3 | 3 | 2824 Messara Place SE | 2682.09 |
| 10604 | 4 | 7 | 2825 14th Avenue SE | 6340.57 |
| 10606 | 4 | 9 | 2908 Percheron Drive SE | 6025.91 |
| 10612 | 4 | 15 | 3024 Percheron Drive SE | 3284.86 |
| 10613 | 4 | 16 | 3028 Percheron Drive SE | 3251.82 |

NOTICE OF ASSESSMENTS
SIDEWALKS OF 2013

Sharon Heights 2nd

| | | | | |
|------|---|----|---------------------|---------|
| 5804 | 2 | 24 | 1700 Monte Drive NW | 1430.50 |
| 5805 | 2 | 25 | 1702 Monte Drive NW | 983.65 |

Sharon Heights 4th

| | | | | |
|------|---|-------------------------|--------------------|------------|
| 5917 | 3 | 14 & W 10' of Vac Alley | 1600 9th Avenue NW | 3164.70 |
| | | | | 148,642.76 |
| | | | | 0.00 |

TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on October 15, 2013 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Publish: September 27, 2013
October 04, 2013

Diane I Leingang

**NOTICE OF ASSESSMENTS
HEALTH SAFETY OF 2013**

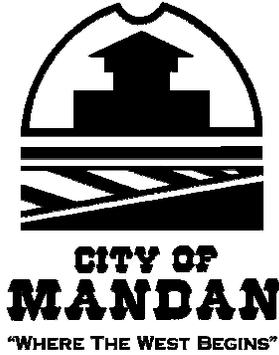
NOTICE IS HEREBY GIVEN that the following is a true and correct list of the particular lots and tracts of land on which the City of Mandan caused the performance of such acts which contributed to the general health, safety and welfare of the community.

| <u>Seq #</u> | <u>Block</u> | <u>Lot</u> | <u>Address</u> | <u>Amount</u> |
|---------------------------|--------------|---------------------------|--------------------|---------------|
| <u>Mandan Heights 1st</u> | | | | |
| 2388 | 2 | 3 | 1403 2nd Ave NW | 770.00 |
| <u>Mandan Proper</u> | | | | |
| 3345 | 16 | 9 | 207 7th Avenue NW | 2965.84 |
| 3437 | 24 | E 80' Lot 1 | 211 2nd Avenue NE | 2233.33 |
| 3438 | 24 | 2 | 209 2nd Avenue NE | 2233.33 |
| 3761 | 48 | E 70' of N 33 1/3' Lot 12 | 410 4th Avenue NW | 770.00 |
| 3748 | 48 | S 40' Lot 2 | 409 3rd Avenue NW | 825.00 |
| 3749 | 48 | 3 | 470 3rd Avenue NW | 825.00 |
| 3813 | 52 | 5 | 503 Collins Avenue | 1650.00 |
| <u>N. P. 2nd</u> | | | | |
| 4906 | 8 | W 1/2 Lots 17 - 19 | 604 3rd Street SW | 1540.00 |
| | | | | 13812.50 |

TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on October 15, 2013 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Publish: September 27, 2013
October 04, 2013

Diane I Leingang



CONSENT #3

Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 14, 2013
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch
SUBJECT: Assessment of delinquent accounts for 2013.

PURPOSE

Consider the assessment of delinquent accounts for 2013.

BACKGROUND

According to Mandan Municipal Code 9-04-03, all water, sewage, garbage collection and disposal, and street lighting charges or fees for any services supplied, provided or furnished by the city shall constitute liens upon the respective lots, tracts, parcels of land and premises receiving such service. All such charges or fees which have been properly billed to the owner or occupant of the premises served and which are more than thirty days past due on September 30th of each year shall be certified by the city auditor to the county auditor between the first and tenth day of October of each year. The city auditor in so certifying such charges and fees shall specify the amount thereof, the description of the premises served and the name of the owner thereof. The amount so certified shall be extended by the county auditor upon the tax rolls against such premises and collected by the county treasurer and paid to the city treasurer in the same manner and time as other county and municipal taxes are assessed, certified, collected and returned.

According to Mandan Municipal Code 6-01-04, in the event the annual or false alarms fees provided for by this act are not paid when due, such fees may be recovered by the city in an action at law against the owner of the alarm site; or such fees may be assessed against the premises served by the alarm site and collected and returned in the same manner as other county and municipal taxes and assessments are assessed, certified, collected and returned.

Written notifications for these assessments were sent to the affected property owners.

ATTACHMENTS

- Delinquent Utility Billing Accounts for 2013.

FISCAL IMPACT

Delinquent Utility Billing Accounts for 2013 = \$8,891.91 (1 year assessment)

STAFF IMPACT

No additional staff impact.

LEGAL REVIEW

The assessment was prepared in accordance with the Mandan Municipal Code and North Dakota Century Code.

RECOMMENDATION

To approve the assessment of delinquent accounts for 2013.

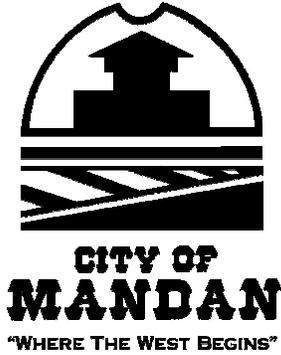
SUGGESTED MOTION

Move to approve the assessment of delinquent accounts for 2013.

DELINQUENT UTILITY BILLING ACCOUNTS FOR 2013

The following is a list of the delinquent Utility Billing accounts for 2013. These amounts consist of water, sewage, garbage collection and disposal, wastewater surcharges and street lighting services furnished to the water customers. It is recommended that these accounts be assessed to the particular properties according to Mandan Municipal Code 9-04-03.

| Seq # | Account | Customer | Address | Assessment |
|-------|--------------|----------------------------|------------------------|-------------|
| 4233 | 01-0930001-2 | Missouri Valley Rent LLC | 205 4th Street NE | \$ 88.40 |
| 4269 | 01-1040000-6 | Lamp Real Est Invest LLP | 509 2nd Avenue NE | \$ 213.58 |
| 4269 | 01-1040000-1 | Lamp Real Est Invest LLP | 509 2nd Avenue NE | \$ 284.54 |
| 3570 | 01-1150001-3 | Ol-Town Real Estate Invest | 311 2nd Avenue NW | \$ 219.73 |
| 3437 | 01-1220002-8 | Pro Flip Properties LLC | 211 2nd Avenue NE | \$ 153.23 |
| 3176 | 01-1300000-4 | Alvin & Delores Roe | 207 1st Street NE | \$ 103.07 |
| 10897 | 01-1680000-4 | Ol-Town Real Estate Invest | 308 5th Street NE | \$ 78.64 |
| 3459 | 01-1970002-0 | Monte & Grace Chase | 306 1st Street NE | \$ 64.60 |
| 3479 | 01-2200000-3 | Mrs. Joyce Backer | 208 3rd Avenue NE | \$ 399.90 |
| 4189 | 02-0330000-4 | Lamp Real Est Invest LLP | 402 4th Avenue NE | \$ 546.72 |
| 1164 | 02-1140002-4 | Ervin & Cora Schantz | 106 6th Avenue NE | \$ 83.48 |
| 1320 | 02-1190001-6 | Elizabeth Treib | 803 2nd Street NE | \$ 33.82 |
| 1328 | 02-1430001-1 | Nokalay Baydak | 902 2nd Street NE | \$ 114.26 |
| 1277 | 03-0680001-6 | John & Tonya Schmitt | 1102 1st Street NE | \$ 228.89 |
| 1266 | 03-1020003-1 | Emma Doll | 206 11th Avenue NE | \$ 140.03 |
| 1363 | 03-1090001-4 | Cathy Jensen | 1208 2nd Street NE | \$ 137.19 |
| 1435 | 03-1330201-0 | Terry Aasand | 1300 3rd Street NE | \$ 142.58 |
| 1371 | 03-1340000-4 | John Olheiser | 1310 2nd Street NE | \$ 90.31 |
| 3840 | 04-1610001-6 | Heida Lynn Fredrickson | 505 2nd Avenue NW | \$ 103.37 |
| 3240 | 04-2170001-5 | Alvera Sellheim | 216 W Main Street | \$ 93.39 |
| 3747 | 06-0260001-9 | Peterson Prop Mgnt LLC | 405 4th Street NW | \$ 205.78 |
| 3652 | 06-0570000-2 | Nathan Eslinger | 308 4th Avenue NW | \$ 218.46 |
| 3652 | 06-0570001-5 | Nathan Eslinger | 308 4th Avenue NW | \$ 271.36 |
| 4538 | 07-0830001-7 | Nathan Eslinger | 306 7th Street NW | \$ 353.87 |
| 4570 | 07-1090001-0 | Richard Hutchinson | 809 5th Avenue NW | \$ 122.62 |
| 4603 | 07-1200001-9 | John Grey | 606 8th Street NW | \$ 91.63 |
| 4708 | 07-1300100-6 | Bank of New York Mellon | 1009 5th Avenue NW | \$ 265.02 |
| 5728 | 08-0840000-6 | Robert Martinson | 1304 Sunset Drive NW | \$ 190.19 |
| 5626 | 10-1860000-3 | Rodney Binder | 1209 2nd Street SW | \$ 158.51 |
| 5620 | 10-1910001-1 | Elmer Madles | 1303 2nd Street SW | \$ 43.38 |
| 2835 | 10-4540000-4 | Lloyd & Mary Deringer | 1008 1st Street SE | \$ 306.73 |
| 2835 | 10-4540001-5 | Lloyd & Mary Deringer | 1008 1st Street SE | \$ 196.35 |
| 5153 | 12-0606301-8 | Ron & Terri Jochim | 1505 9th Avenue SE | \$ 160.21 |
| 10891 | 12-5770100-1 | ND Spec LLC | 709 25th Street SE | \$ 75.79 |
| 284 | 16-0670000-6 | Ralph & Kim Sampsill | 3900 35th Avenue NW | \$ 178.44 |
| 285 | 16-0680000-0 | Sheldon & Rosie Johnson | 4009 36th Avenue NW | \$ 170.42 |
| 310 | 16-0930000-2 | John Schwartz | 4005 35th Avenue NW | \$ 118.91 |
| 7891 | 17-0280001-9 | Larry Belden ET AL | 4102 Lasalle Drive NW | \$ 473.48 |
| 7901 | 17-0470002-1 | Carisa A. Bauer | 4306 Lasalle Drive NW | \$ 100.78 |
| 5663 | 17-1210001-1 | Justin & Jaymie Kapple | 6005 Horseshoe Bend | \$ 144.74 |
| 9613B | 21-0080301-3 | Dale Hepper | 4612 29th Street SE #3 | \$ 99.99 |
| 9648 | 21-0360001-1 | Zane & Jolynn Rising Sun | 3111 Bay Shore Bend SE | \$ 438.41 |
| 6423 | 22-1300001-7 | Verity Homes of Bismarck | 2618 Verity Lane SE | \$ 34.09 |
| 4099 | 30-0030001-1 | Lyle & Lois Frank | 205 8th Avenue SW | \$ 107.90 |
| 6678 | 30-0860001-8 | Karen Hohbein | 607 8th Avenue SW | \$ 221.43 |
| 4855 | 30-1690103-7 | Jack Kautzman ET AL | 804 3rd Street SW | \$ 110.55 |
| 4845 | 30-1780001-2 | Chad Dewitz | 202 8th Avenue SW | \$ 85.09 |
| 14 | 31-2360000-7 | Joe & Wanda Keller | 903 6th Street NW | \$ 494.33 |
| 3336 | 31-3320001-1 | Michelle Skjod | 208 8th Avenue NW | \$ 133.72 |
| | | | TOTAL | \$ 8,891.91 |



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 7, 2013
SUBMITTING DEPARTMENT: Special Assessments
DEPARTMENT DIRECTOR: Justin Froseth, Planning & Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Confirmation of special assessments for Street Improvement Districts #167, #168, #169, #170, #171, #173 and Water & Sewer Improvement District #60.

STATEMENT/PURPOSE: To consider confirmation of special assessments for Street Improvement District #167, #168, #169, #170, #171, #173 and Water & Sewer Improvement District #60.

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

- **Street Improvement District #167 - (\$572,176.49)** provided for the improvement to said streets within this district shall include, but not limited to, work on Keidel Trail SW consisted of asphalt streets with curb and gutter, street lighting in Keidel South Heart Terrace Addition (Phase II).
- **Street Improvement District #168 - (\$463,183.36)** provided for the improvement to said streets within this district shall include, but not limited to, work on Ridge Drive SE consisted of asphalt streets with curb and gutter, street lighting in Heart Ridge 1st Addition.
- **Street Improvement District #169 - (\$285,913.40)** provided for the improvement to said streets within this district shall include, but not limited to, work on 25th Street SE, West View Place SE & South View Place SE consisted of asphalt streets with curb and gutter, street lighting in Lincoln Ridge 5th Addition.
- **Street Improvement District #170 - (\$773,238.38)** provided for the improvement to said streets within this district shall include, but not limited to,

the westerly extension of Canyon Road SW, Sunflower Lane and Farmstead Court consisted of asphalt streets with curb and gutter, street lighting in Keidel South Heart Terrace (Phase III).

- **Street Improvement District #171 - (\$384,895.90)** provided for the improvement to said streets within this district shall include, but not limited to, work on a portion of 14th Street SE consisted of asphalt streets with curb and gutter, storm sewer, street lighting and chip seal in Heart Ridge Addition (Phase II).
- **Street Improvement District #173 - (\$531,251.29)** provided for the improvement to said streets within this district shall include, but not limited to, work on Wildrye Street and 39th Avenue NW consisted of street paving with curb and gutter, street lighting and street signage in the Meadows 5th Addition.
- **Water & Sewer Improvement District #60 - (\$668,524.78)** provided for the said improvement project to consist of the installation of water and sewer on McKenzie Drive SE, 34th Avenue SE & Genoa Court SE.

The assessment lists for these districts were published in the Mandan News and the public hearing before the Special Assessment Commission was held on September 18, 2013. No one appeared with comments or objections relative to these seven projects. Assessments certified to Morton County by November 1st, 2013 to be included on December 2013 Tax Statements. The Bonds to finance these projects will be sold later this year.

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

FISCAL IMPACT: Total Amount Assessed:

Street Improvement District #167 - (\$572,176.49)
Years Assessed: 15
Estimated Interest Rate: 3.2275%
No Interest Charged for the First Year

Street Improvement District #168 - (\$463,183.36)
Years Assessed: 15
Estimated Interest Rate: 3.2275%
No Interest Charged for the First Year

Street Improvement District #169 - (\$285,913.40)
Years Assessed: 15

Estimated Interest Rate: 3.2275%
No Interest Charged for the First Year

Street Improvement District #170 - (\$773,238.38)
Years Assessed: 15
Estimated Interest Rate: 3.2275%
No Interest Charged for the First Year

Street Improvement District #171 - (\$384,895.90)
Years Assessed: 15
Estimated Interest Rate: 3.2275%
No Interest Charged for the First Year

Street Improvement District #173 - (\$531,251.29)
Years Assessed: 15
Estimated Interest Rate: 3.2275%
No Interest Charged for the First Year

Water & Sewer Improvement District #60 - (\$668,524.78)
Years Assessed: 15
Estimated Interest Rate: 3.2275%
No Interest Charged for the First Year

STAFF IMPACT: maximum

LEGAL REVIEW: n/a

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

SUGGESTED MOTION: Move to approve the special assessments for certification on Street Improvement District #167, Street Improvement District #168, Street Improvement District #169, Street Improvement District #170, Street Improvement District #171, Street Improvement District #173 and Water & Sewer Improvement District #60.

**NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #167**

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 8, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #167 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #167

We the undersigned, constituting the Special Assessment Commission of the City of Mandan, do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the Commission, are especially benefited by the construction performed in Street Improvement District #167 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

| | |
|---|------------------|
| Construction | \$509,618.29 |
| Engineering, Legal, Testing & Inspection & Bonding Costs | <u>62,558.20</u> |
| Amount to be Assessed | \$572,176.49 |

| <u>Seq#</u> | <u>Lot</u> | <u>Block</u> | <u>Address</u> | <u>Amount Assessed</u> |
|------------------------------------|------------|--------------|---------------------|------------------------|
| <u>Keidel's Southheart Terrace</u> | | | | |
| 10787 | 8 | 4 | 417 Keidel Trail SW | \$ 11,552.26 |
| 10788 | 9 | 4 | 413 Keidel Trail SW | 13,590.89 |
| 10789 | 10 | 4 | 409 Keidel Trail SW | 13,590.89 |
| 10790 | 11 | 4 | 405 Keidel Trail SW | 13,590.89 |
| 10791 | 12 | 4 | 321 Keidel Trail SW | 13,590.89 |
| 10792 | 13 | 4 | 317 Keidel Trail SW | 13,590.89 |
| 10793 | 14 | 4 | 313 Keidel Trail SW | 13,590.89 |
| 10794 | 15 | 4 | 309 Keidel Trail SW | 13,590.89 |
| 10795 | 16 | 4 | 305 Keidel Trail SW | 13,590.89 |
| 10796 | 17 | 4 | 301 Keidel Trail SW | 13,590.89 |
| 10797 | 18 | 4 | 225 Keidel Trail SW | 13,590.89 |
| 10798 | 19 | 4 | 221 Keidel Trail SW | 13,590.89 |
| 10799 | 20 | 4 | 217 Keidel Trail SW | 13,590.89 |
| 10800 | 21 | 4 | 213 Keidel Trail SW | 13,590.89 |
| 10801 | 22 | 4 | 209 Keidel Trail SW | 13,590.89 |
| 10802 | 23 | 4 | 205 Keidel Trail SW | 13,590.89 |
| 10803 | 24 | 4 | 201 Keidel Trail SW | 11,552.26 |

| | | | | |
|-------|----|---|---------------------|-----------|
| 10819 | 16 | 5 | 1813 Canyon Rd SW | 11,552.26 |
| 10820 | 17 | 5 | 214 Keidel Trail SW | 13,590.89 |
| 10821 | 18 | 5 | 300 Keidel Trail SW | 13,590.89 |
| 10822 | 19 | 5 | 304 Keidel Trail SW | 13,590.89 |
| 10823 | 20 | 5 | 308 Keidel Trail SW | 13,590.89 |
| 10824 | 21 | 5 | 312 Keidel Trail SW | 13,590.89 |
| 10825 | 22 | 5 | 316 Keidel Trail SW | 13,590.89 |
| 10826 | 23 | 5 | 320 Keidel Trail SW | 13,590.89 |
| 10827 | 24 | 5 | 324 Keidel Trail SW | 13,590.89 |
| 10828 | 25 | 5 | 400 Keidel Trail SW | 13,590.89 |
| 10829 | 26 | 5 | 404 Keidel Trail SW | 13,590.89 |
| 10830 | 27 | 5 | 408 Keidel Trail SW | 13,590.89 |
| 10831 | 28 | 5 | 412 Keidel Trail SW | 13,590.89 |
| 10832 | 29 | 5 | 416 Keidel Trail SW | 13,590.89 |
| 10833 | 30 | 5 | 420 Keidel Trail SW | 11,552.26 |
| 10852 | 19 | 6 | 120 Keidel Trail SW | 11,552.26 |
| 10853 | 20 | 6 | 116-Keidel Trail SW | 13,590.89 |
| 10854 | 21 | 6 | 112 Keidel Trail SW | 13,590.89 |
| 10855 | 22 | 6 | 108 Keidel Trail SW | 13,590.89 |
| 10856 | 23 | 6 | 104 Keidel Trail SW | 13,590.89 |
| 10857 | 24 | 6 | 100 Keidel Trail SW | 13,590.89 |
| 10858 | 25 | 6 | 103 Keidel Trail SW | 13,590.89 |
| 10859 | 26 | 6 | 107 Keidel Trail SW | 13,590.89 |
| 10860 | 27 | 6 | 111 Keidel Trail SW | 13,590.89 |
| 10861 | 28 | 6 | 115 Keidel Trail SW | 13,590.89 |
| 10862 | 29 | 6 | 119 Keidel Trail SW | 11,552.26 |

Witness our hands officially as said Commission this 23rd day of August, 2013.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

Publish: August 30, 2013
September 6, 2013

**NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #168**

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 18, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #168 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #168

We the undersigned, constituting the Special Assessment Commission of the City of Mandan do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the Commission, are especially benefited by the construction performed in Street Improvement District #168 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

| | |
|---|------------------|
| Construction | \$436,919.58 |
| Engineering, Legal, Testing & Inspection & Bonding Costs | <u>26,263.78</u> |
| Amount to be Assessed | \$463,183.36 |

| <u>Seq #</u> | <u>Lot</u> | <u>Block</u> | <u>Address</u> | <u>Amount Assessed</u> |
|-----------------------------|------------|--------------|---------------------|------------------------|
| <u>Heart Ridge Addition</u> | | | | |
| 10965 | 1 | 1 | 1908 Ridge Drive SE | \$13,623.04 |
| 10966 | 2 | 1 | 1904 Ridge Drive SE | 13,623.04 |
| 10967 | 3 | 1 | 1900 Ridge Drive SE | 13,623.04 |
| 10968 | 4 | 1 | 1804 Ridge Drive SE | 13,623.04 |
| 10969 | 5 | 1 | 1800 Ridge Drive SE | 13,623.04 |
| 10970 | 6 | 1 | 1716 Ridge Drive SE | 13,623.04 |
| 10971 | 7 | 1 | 1712 Ridge Drive SE | 13,623.04 |
| 10972 | 8 | 1 | 1708 Ridge Drive SE | 13,623.04 |
| 10973 | 9 | 1 | 1704 Ridge Drive SE | 13,623.04 |
| 10974 | 10 | 1 | 1700 Ridge Drive SE | 13,623.04 |
| 10975 | 11 | 1 | 1620 Ridge Drive SE | 13,623.04 |
| 10976 | 12 | 1 | 1616 Ridge Drive SE | 13,623.04 |
| 10977 | 13 | 1 | 1612 Ridge Drive SE | 13,623.04 |
| 10978 | 14 | 1 | 1608 Ridge Drive SE | 13,623.04 |
| 10979 | 15 | 1 | 1604 Ridge Drive SE | 13,623.04 |
| 10980 | 16 | 1 | 1600 Ridge Drive SE | 13,623.04 |
| 10981 | 17 | 1 | 1528 Ridge Drive SE | 13,623.04 |
| 10982 | 18 | 1 | 1524 Ridge Drive SE | 13,623.04 |

| | | | | |
|--------|-------------------------|---|---------------------|-----------|
| 10997A | N56' of Lot 1 | 2 | 1901 Ridge Drive SE | 13,623.04 |
| 10997B | S45.80' of N101.80 of 1 | 2 | 1903 Ridge Drive SE | 13,623.04 |
| 10997C | S46.23' of N148.23 of 1 | 2 | 1905 Ridge Drive SE | 13,623.04 |
| 10997D | Lot 1 Less N148.23' | 2 | 1907 Ridge Drive SE | 13,623.04 |
| 10998 | 1 | 3 | 1805 Ridge Drive SE | 13,623.04 |
| 10999 | 2 | 3 | 1801 Ridge Drive SE | 13,623.04 |
| 11000 | 3 | 3 | 1713 Ridge Drive SE | 13,623.04 |
| 11001 | 4 | 3 | 1709 Ridge Drive SE | 13,623.04 |
| 11002 | 5 | 3 | 1705 Ridge Drive SE | 13,623.04 |
| 11003 | 6 | 3 | 1701 Ridge Drive SE | 13,623.04 |
| 11004 | 7 | 3 | 1615 Ridge Drive SE | 13,623.04 |
| 11005 | 8 | 3 | 1609 Ridge Drive SE | 13,623.04 |
| 11006 | 9 | 3 | 1605 Ridge Drive SE | 13,623.04 |
| 11007 | 10 | 3 | 1601 Ridge Drive SE | 13,623.04 |
| 11008 | 11 | 3 | 1529 Ridge Drive SE | 13,623.04 |
| 11009 | 12 | 3 | 1525 Ridge Drive SE | 13,623.04 |

Witness our hands officially as said Commission this 23rd day of August, 2013.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

Publish: August 30, 2013
September 6, 2013

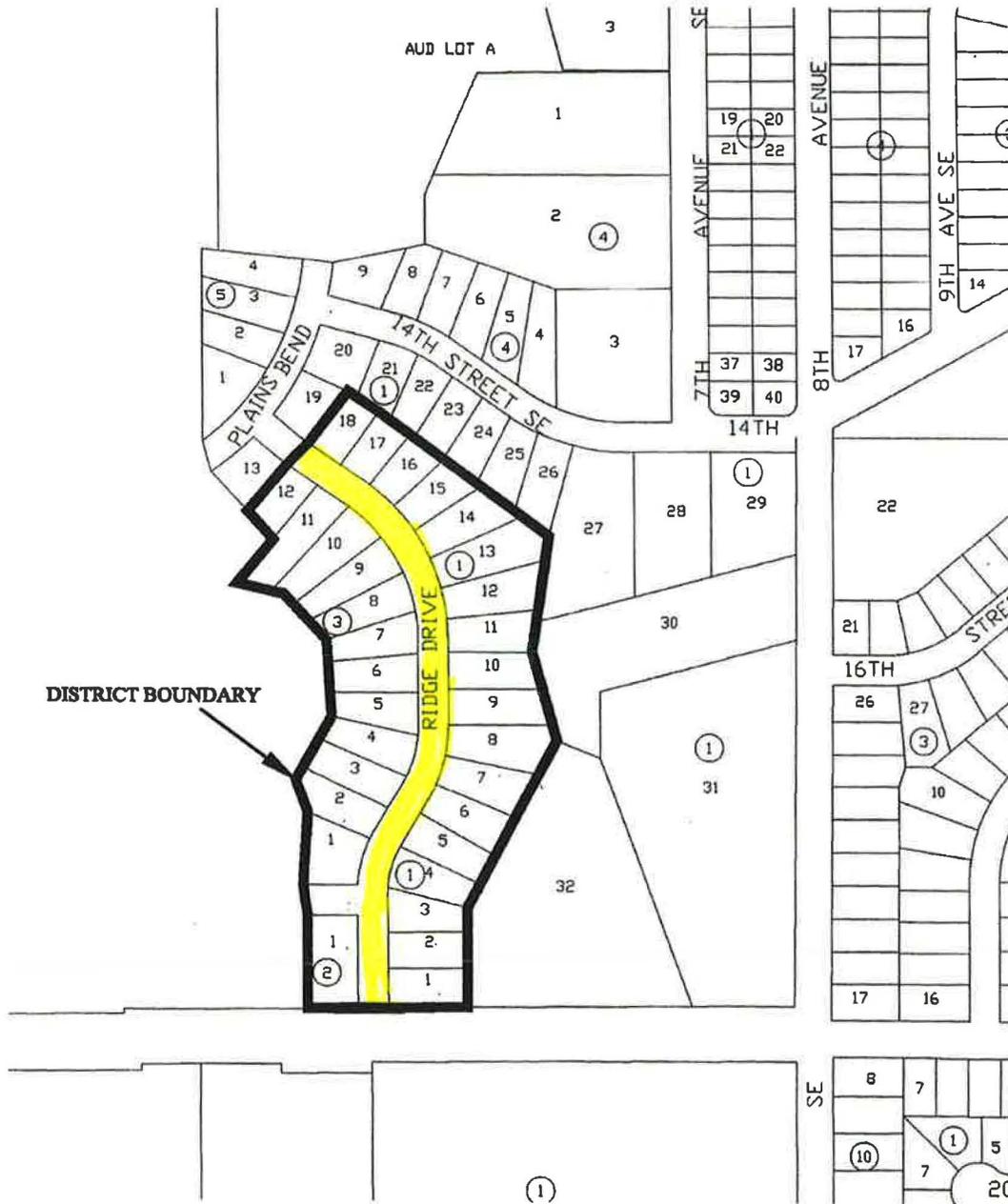
Board of City Commissioners

Agenda Documentation

Meeting Date: April 3, 2012

Subject: Consider the approval of the feasibility report for, approve the plans and specifications for, and authorize the call for bids on Street Improvement District No. 168, Project No. 2011-09(Heart Ridge 1st Addition).

Page 4 of 7



NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #169

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 18, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #169 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #169

We the undersigned, constituting the Special Assessment Commission of the City of Mandan, do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the Commission, are especially benefited by the construction performed in Street Improvement District #169 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

| | |
|---|------------------|
| Construction | \$234,068.24 |
| Engineering, Legal, Testing & Inspection & Bonding Costs | <u>51,845.16</u> |
| Amount to be Assessed | \$285,913.40 |

| <u>Seq #</u> | <u>Lot</u> | <u>Block</u> | <u>Address</u> | <u>Amount Assessed</u> |
|--|------------|--------------|--------------------------------|------------------------|
| <u>Lincoln Ridge Estates 5th Addition</u> | | | | |
| 10876 | 1 | 2 | 602 25 th Street SE | \$14,691.20 |
| 10880 | 8 | 2 | 606 25 th Street SE | 22,601.85 |
| 10881 | 7 | 2 | 702 25 th Street SE | 22,601.85 |
| 10882 | 6 | 2 | 706 25 th Street SE | 22,601.85 |
| 10883 | 5 | 2 | 710 25 th Street SE | 22,601.85 |
| 10884 | 1 | 3 | 603 25 th Street SE | 22,601.85 |
| 10885 | 2 | 3 | 605 25 th Street SE | 22,601.85 |
| 10886 | 3 | 3 | 607 25 th Street SE | 22,601.85 |
| 10887 | 4 | 3 | 609 25 th Street SE | 22,601.85 |
| 10888 | 5 | 3 | 611 South View Place SE | 22,601.85 |
| 10889 | 6 | 3 | 701 South View Place SE | 22,601.85 |
| 10890 | 7 | 3 | 705 South View Place SE | 22,601.85 |
| 10891 | 8 | 3 | 709 South View Place SE | 22,601.85 |

Witness our hands officially as said Commission this 23rd day of August, 2013.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

Publish: August 30, 2013
September 6, 2013

AUD LOT B

PLACE

EAST VIE

WEST VIEW

23RD STREET SE

LINCOLN CT SE

BENDER PL

25TH ST SE

23RD

9TH

AVENUE

8TH

AVENUE

SE

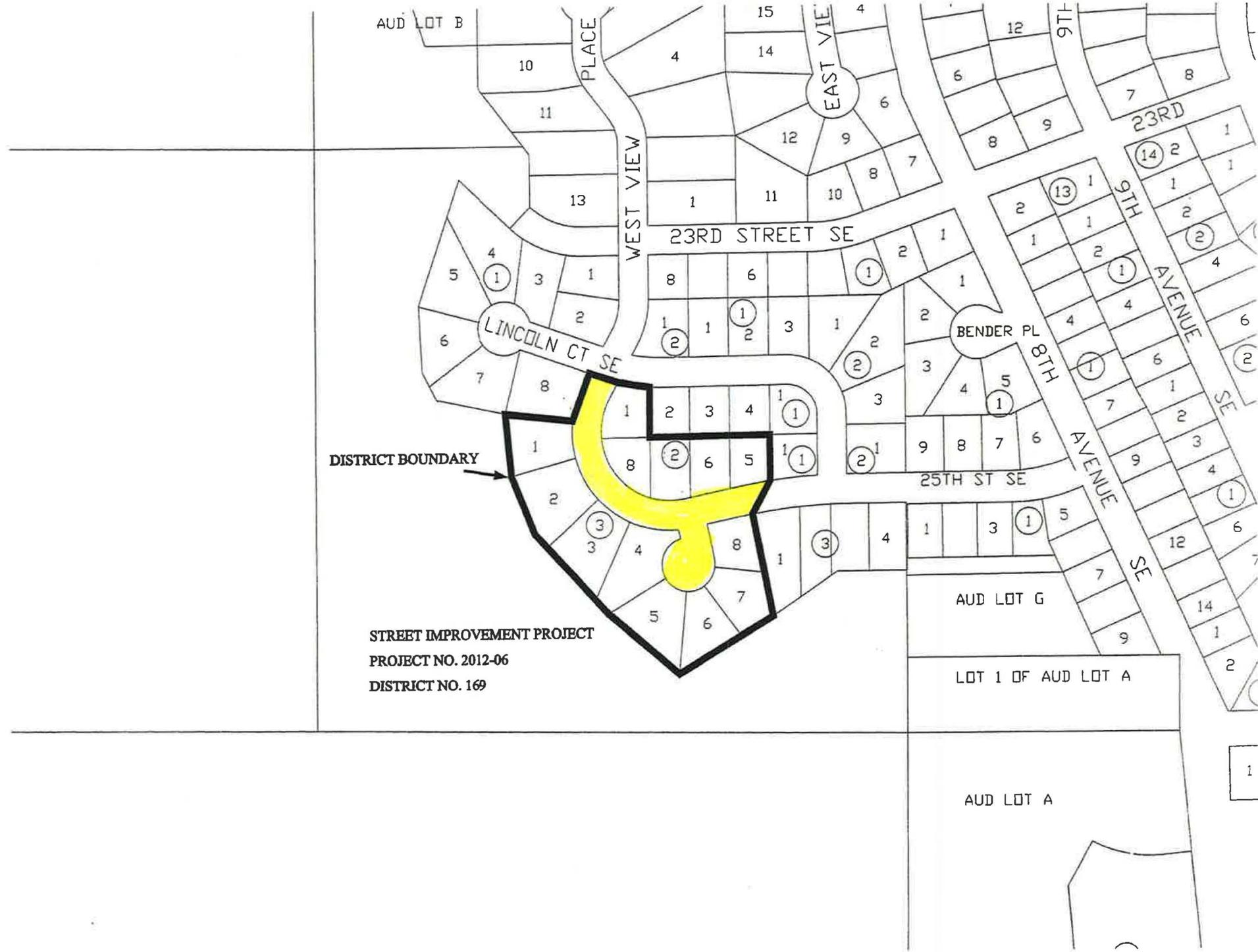
AUD LOT G

LOT 1 OF AUD LOT A

AUD LOT A

DISTRICT BOUNDARY

STREET IMPROVEMENT PROJECT
PROJECT NO. 2012-06
DISTRICT NO. 169



NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #170

NOTICE IS Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 18, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #170 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #170

We the undersigned, constituting the special Assessment Commission of the City of Mandan, do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the commission, are especially benefited by the construction performed in Street Improvement District #170 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the commission. The items of expense in said improvement district and the assessments are as follows, to wit.

| | |
|---|------------------|
| Construction | \$683,855.06 |
| Engineering, Legal, Testing & Inspection & Bonding Costs | <u>89,383.32</u> |
| Amount to be Assessed | \$773,238.38 |

| <u>Seq#</u> | <u>Lot</u> | <u>Block</u> | <u>Address</u> | <u>Amount Assessed</u> |
|---|------------|--------------|------------------------|------------------------|
| <u>Keidel's South Heart Terrace 2nd Addition (Phase III)</u> | | | | |
| 11080 | 1 | 1 | 802 Sunflower Lane SW | \$16,809.53 |
| 11081 | 2 | 1 | 806 Sunflower Lane SW | 16,809.53 |
| 11082 | 3 | 1 | 902 Sunflower Lane SW | 16,809.53 |
| 11083 | 4 | 1 | 906 Sunflower Lane SW | 16,809.53 |
| 11084 | 5 | 1 | 1002 Sunflower Lane SW | 16,809.53 |
| 11085 | 6 | 1 | 1006 Sunflower Lane SW | 16,809.53 |
| 11086 | 7 | 1 | 1102 Sunflower Lane SW | 16,809.53 |
| 11087 | 8 | 1 | 1106 Sunflower Lane SW | 16,809.53 |
| 11088 | 9 | 1 | 1202 Sunflower Lane SW | 16,809.53 |
| 11089 | 10 | 1 | 1206 Sunflower Lane SW | 16,809.53 |
| 11090 | 11 | 1 | 1302 Sunflower Lane SW | 16,809.53 |
| 11091 | 12 | 1 | 1306 Sunflower Lane SW | 16,809.53 |
| 11092 | 1 | 2 | 801 Sunflower Lane SW | 16,809.53 |
| 11093 | 2 | 2 | 805 Sunflower Lane SW | 16,809.53 |
| 11094 | 3 | 2 | 905 Sunflower Lane SW | 16,809.53 |
| 11095 | 4 | 2 | 1005 Sunflower Lane SW | 16,809.53 |
| 11096 | 5 | 2 | 700 Farmstead Court SW | 16,809.53 |
| 11097 | 6 | 2 | 704 Farmstead Court SW | 16,809.53 |
| 11098 | 7 | 2 | 708 Farmstead Court SW | 16,809.53 |

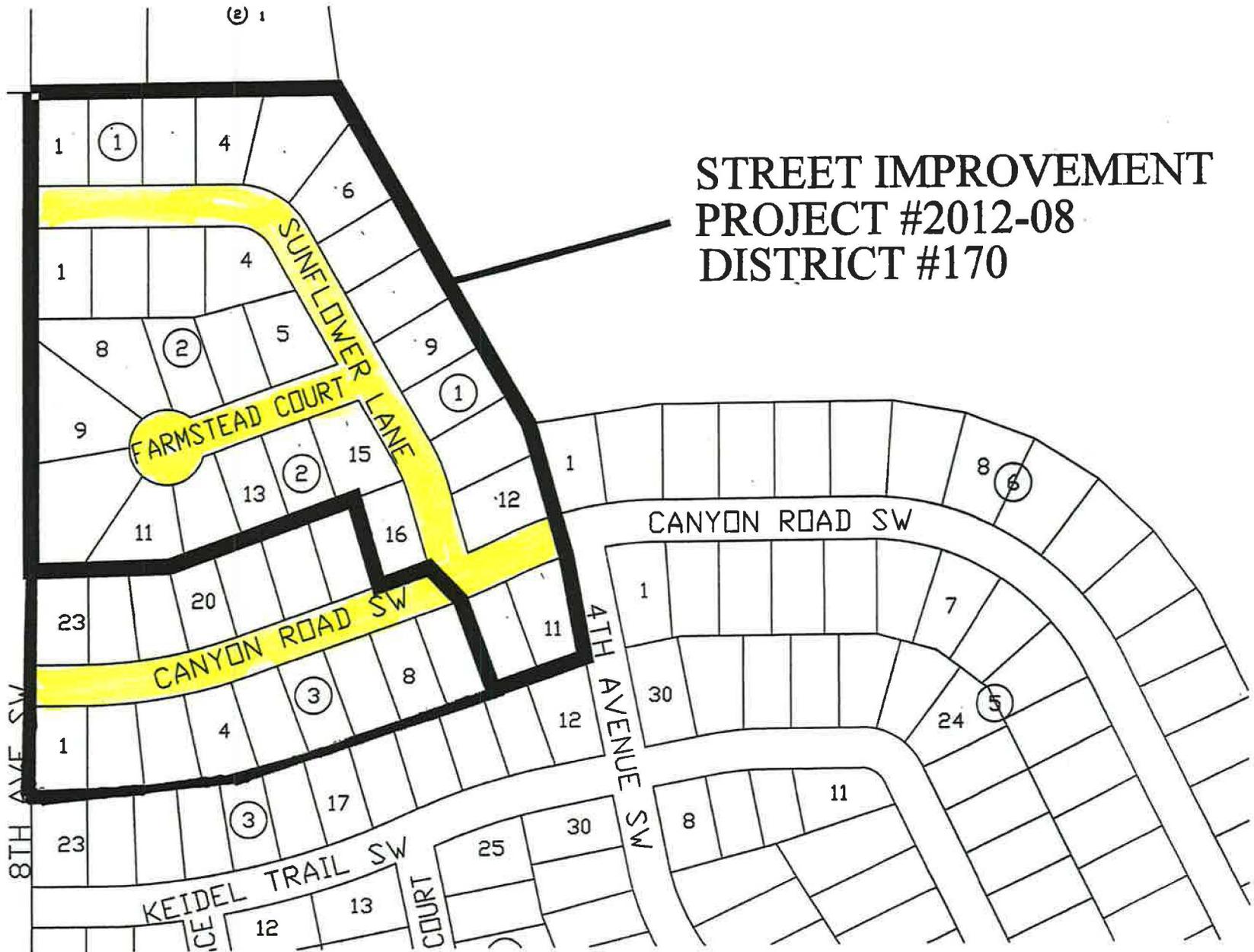
| | | | | |
|-------|----|---|------------------------|-----------|
| 11099 | 8 | 2 | 712 Farmstead Court SW | 16,809.53 |
| 11100 | 9 | 2 | 716 Farmstead Court SW | 16,809.53 |
| 11101 | 10 | 2 | 718 Farmstead Court SW | 16,809.53 |
| 11102 | 11 | 2 | 717 Farmstead Court SW | 16,809.53 |
| 11103 | 12 | 2 | 713 Farmstead Court SW | 16,809.53 |
| 11104 | 13 | 2 | 709 Farmstead Court SW | 16,809.53 |
| 11105 | 14 | 2 | 705 Farmstead Court SW | 16,809.53 |
| 11106 | 15 | 2 | 701 Farmstead Court SW | 16,809.53 |
| 11107 | 16 | 2 | 604 Canyon Road SW | 16,809.53 |
| 11108 | 17 | 2 | 608 Canyon Road SW | 16,809.53 |
| 11109 | 18 | 2 | 700 Canyon Road SW | 16,809.53 |
| 11110 | 19 | 2 | 704 Canyon Road SW | 16,809.53 |
| 11111 | 20 | 2 | 708 Canyon road SW | 16,809.53 |
| 11112 | 21 | 2 | 712 Canyon Road SW | 16,809.53 |
| 11113 | 22 | 2 | 800 Canyon Road SW | 16,809.53 |
| 11114 | 23 | 2 | 804 Canyon Road SW | 16,809.53 |
| 11115 | 1 | 3 | 811 Canyon Road SW | 16,809.53 |
| 11116 | 2 | 3 | 807 Canyon Road SW | 16,809.53 |
| 11117 | 3 | 3 | 803 Canyon Road SW | 16,809.53 |
| 11118 | 4 | 3 | 715 Canyon Road SW | 16,809.53 |
| 11119 | 5 | 3 | 711 Canyon Road SW | 16,809.53 |
| 11120 | 6 | 3 | 707 Canyon Road SW | 16,809.53 |
| 11121 | 7 | 3 | 703 Canyon Road SW | 16,809.53 |
| 11122 | 8 | 3 | 611 Canyon Road SW | 16,809.53 |
| 11123 | 9 | 3 | 607 Canyon Road SW | 16,809.53 |
| 11124 | 10 | 3 | 603 Canyon Road SW | 16,809.53 |
| 11125 | 11 | 3 | 601 Canyon Road SW | 16,809.53 |

Witness our hands officially as said Commission this 23rd day of August, 2013.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

Publish: August 30, 2013
September 6, 2013



**STREET IMPROVEMENT
PROJECT #2012-08
DISTRICT #170**

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #171

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 18, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #171 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #171

We the undersigned, constituting the Special Assessment Commission of the city of Mandan, do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the commission, are especially benefited by the construction performed in Street Improvement District #171 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

| | |
|-----------------------------|------------------|
| Construction | \$365,724.41 |
| Engineering, Legal, Testing | |
| Inspection & Bonding Costs | <u>19,171.49</u> |
| Amount to be Assessed | \$384,895.90 |

| <u>Seq #</u> | <u>Lot</u> | <u>Block</u> | <u>Address</u> | <u>Amount Assessed</u> |
|-----------------------------|------------|--------------|--------------------------------|------------------------|
| <u>Heart Ridge Addition</u> | | | | |
| 10985 | 21 | 1 | 605 14 th Street SE | \$6,109.46 |
| 10986 | 22 | 1 | 609 14 th Street SE | 6,109.46 |
| 10987 | 23 | 1 | 701 14 th Street SE | 6,109.46 |
| 10988 | 24 | 1 | 705 14 th Street SE | 6,109.46 |
| 10989 | 25 | 1 | 709 14 th Street SE | 6,109.46 |
| 10990 | 26 | 1 | 713 14 th Street SE | 6,109.46 |
| 10991-01 | 16 | 1 | 717 14 th Street SE | 6,109.46 |
| 10991-02 | 15 | 1 | 719 14 th Street SE | 6,109.46 |
| 10991-03 | 14 | 1 | 721 14 th Street SE | 6,109.46 |
| 10991-04 | 13 | 1 | 723 14 th Street SE | 6,109.46 |
| 10991-05 | 12 | 1 | 801 14 th Street SE | 6,109.46 |
| 10992-01 | 11 | 1 | 803 14 th Street SE | 6,109.46 |
| 10992-02 | 10 | 1 | 805 14 th Street SE | 6,109.46 |
| 10992-03 | 9 | 1 | 807 14 th Street SE | 6,109.46 |
| 10992-04 | 8 | 1 | 809 14 th Street SE | 6,109.46 |
| 10992-05 | 7 | 1 | 811 14 th Street SE | 6,109.46 |
| 10992-06 | 6 | 1 | 813 14 th Street SE | 6,109.46 |
| 10992-07 | 5 | 1 | 815 14 th Street SE | 6,109.46 |
| 10993-01 | 4 | 1 | 817 14 th Street SE | 6,109.46 |

| | | | | |
|----------|-----------------|---|--------------------------------|-----------|
| 10993-02 | 3 | 1 | 819 14 th Street SE | 6,109.46 |
| 10993-03 | 2 | 1 | 821 14 th Street SE | 6,109.46 |
| 10993-04 | 1 | 1 | 823 14 th Street SE | 6,109.46 |
| 11011 | 1 | 4 | 1309 7 th Avenue SE | 73,313.48 |
| 11012 | 2 | 4 | 1409 7 th Avenue SE | 73,313.48 |
| 11013-01 | Lot 3A of Lot 3 | 4 | 710 Hillcrest Drive SE | 6,109.46 |
| 11013-02 | Lot 3B of Lot 3 | 4 | 712 Hillcrest Drive SE | 6,109.46 |
| 11013-03 | Lot 3C of Lot 3 | 4 | 714 Hillcrest Drive SE | 6,109.46 |
| 11013-04 | Lot 3D of Lot 3 | 4 | 716 Hillcrest Drive SE | 6,109.46 |
| 11013-05 | Lot 3E of Lot 3 | 4 | 717 Hillcrest Drive SE | 6,109.46 |
| 11013-06 | Lot 3F of Lot 3 | 4 | 715 Hillcrest Drive SE | 6,109.46 |
| 11013-07 | Lot 3G of Lot 3 | 4 | 713 Hillcrest Drive SE | 6,109.46 |
| 11013-08 | Lot 3H of Lot 3 | 4 | 711 Hillcrest Drive SE | 6,109.46 |
| 11013-09 | Lot 3I of Lot 3 | 4 | 710 14 th Street SE | 6,109.46 |
| 11013-10 | Lot 3J of Lot 3 | 4 | 712 14 th Street SE | 6,109.46 |
| 11013-11 | Lot 3K of Lot 3 | 4 | 714 14 th Street SE | 6,109.46 |
| 11013-12 | Lot 3L of Lot 3 | 4 | 716 14 th Street SE | 6,109.46 |
| 11014 | 4 | 4 | 708 14 th Street SE | 6,109.46 |
| 11015 | 5 | 4 | 704 14 th Street SE | 6,109.46 |
| 11016 | 6 | 4 | 700 14 th Street SE | 6,109.46 |
| 11017 | 7 | 4 | 608 14 th Street SE | 6,109.46 |
| 11018 | 8 | 4 | 604 14 th Street SE | 6,109.46 |

Witness our hands officially as said Commission this 23rd day of August, 2013.

/s/ Carl Jacobsen
Member

/s/ Keith Winks
Member

/s/ Deborah Holter
Member

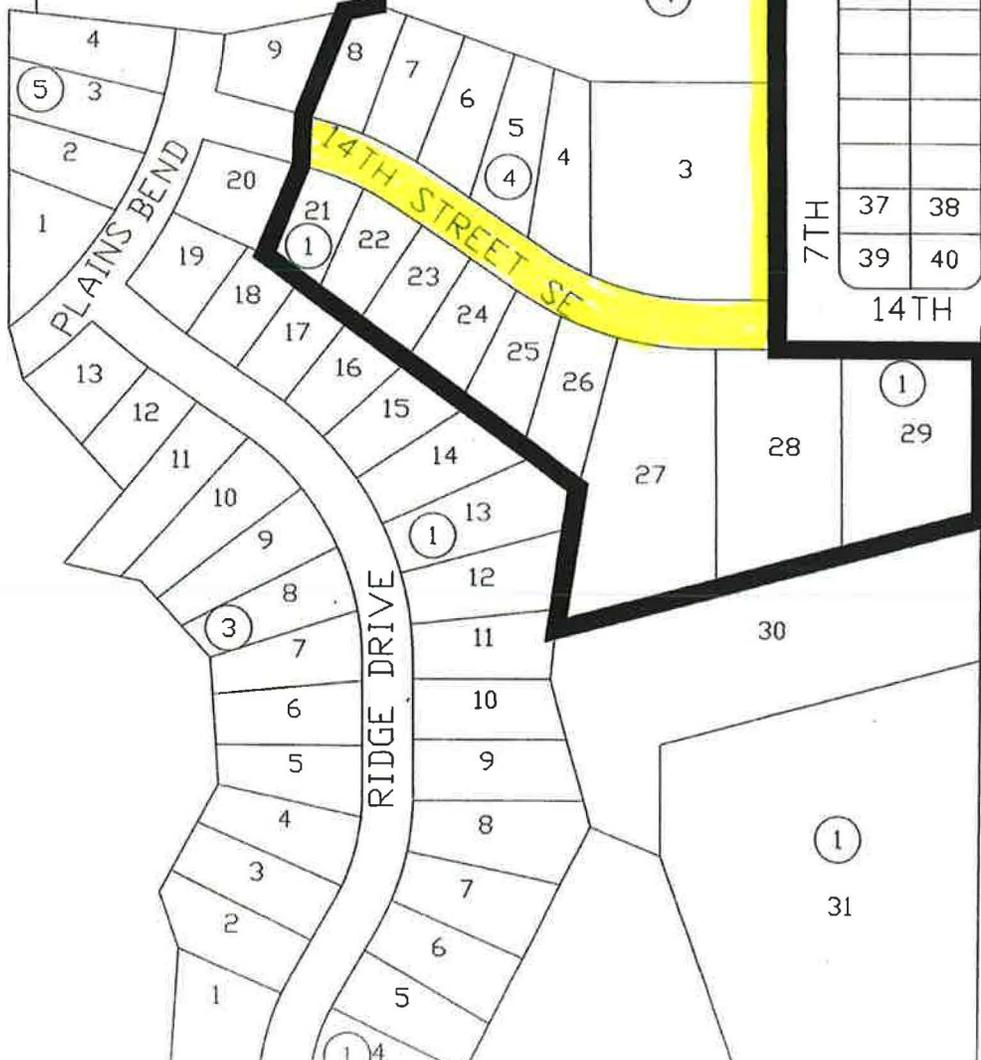
Publish: August 30, 2013
September 6, 2013

AUD LOT B

AUD LOT A

**STREET IMPROVEMENT
PROJECT #2012-10
DISTRICT #171**

DISTRICT BOUNDARY



10TH STR

13

14

16

18

SE

STREET

33

32

2

1

31

SE

AVENUE

19

20

21

22

4

SE

AVENUE

7TH

37

38

39

40

14TH

8TH

9TH AVE SE

17

16

22

21

16TH

26

27

3

10

1

31

NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #173

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 18, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Street Improvement District #173 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR STREET IMPROVEMENT DISTRICT #173

We the undersigned, constituting the Special Assessment Commission of the City of Mandan do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the Commission, are especially benefited by the construction performed in Street Improvement District #173 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

| | |
|---|------------------|
| Construction | \$ 459,014.82 |
| Legal, Engineering, Testing & Inspection & Bonding Costs | <u>72,236.47</u> |
| Amount to be Assessed | \$ 531,251.29 |

| <u>Seq #</u> | <u>Lot</u> | <u>Block</u> | <u>Address</u> | <u>Amount Assessed</u> |
|--|------------|--------------|---------------------------------|------------------------|
| <u>Meadows 5th Addition</u> | | | | |
| 11051 | 1 | 1 | 5004 39 th Avenue NW | \$18,319.01 |
| 11052 | 2 | 1 | 5006 39 th Avenue NW | 18,319.01 |
| 11053 | 3 | 1 | 5008 39 th Avenue NW | 18,319.01 |
| 11054 | 4 | 1 | 5010 39 th Avenue NW | 18,319.01 |
| 11055 | 5 | 1 | 5012 39 th Avenue NW | 18,319.01 |
| 11056 | 6 | 1 | 5014 39 th Avenue NW | 18,319.01 |
| 11057 | 7 | 1 | 5016 39 th Avenue NW | 18,319.01 |
| 11058 | 8 | 1 | 5020 39 th Avenue NW | 18,319.01 |
| 11059 | 9 | 1 | 5024 39 th Avenue NW | 18,319.01 |
| 11060 | 10 | 1 | 5026 39 th Avenue NW | 18,319.01 |
| 11061 | 11 | 1 | 5028 39 th Avenue NW | 18,319.01 |
| 11062 | 12 | 1 | 5030 39 th Avenue NW | 18,319.01 |
| 11063 | 1 | 2 | 5007 39 th Avenue NW | 18,319.01 |
| 11064 | 2 | 2 | 5009 39 th Avenue NW | 18,319.01 |
| 11065 | 3 | 2 | 5011 39 th Avenue NW | 18,319.01 |
| 11066 | 4 | 2 | 5013 39 th Avenue NW | 18,319.01 |
| 11067 | 5 | 2 | 5015 39 th Avenue NW | 18,319.01 |
| 11068 | 1 | 3 | 5017 39 th Avenue NW | 18,319.01 |
| 11069 | 2 | 3 | 5019 39 th Avenue NW | 18,319.01 |

| | | | | |
|-------|---|---|---------------------------------|-----------|
| 11070 | 3 | 3 | 5021 39 th Avenue NW | 18,319.01 |
| 11071 | 4 | 3 | 5023 39 th Avenue NW | 18,319.01 |
| 11072 | 5 | 3 | 5025 39 th Avenue NW | 18,319.01 |
| 11073 | 6 | 3 | 5027 39 th Avenue NW | 18,319.01 |
| 11074 | 7 | 3 | 5029 39 th Avenue NW | 18,319.01 |
| 11075 | 1 | 4 | 5031 39 th Avenue NW | 18,319.01 |
| 11076 | 2 | 4 | 5033 39 th Avenue NW | 18,319.01 |
| 11077 | 1 | 5 | 5032 39 th Avenue NW | 18,319.01 |
| 11078 | 2 | 5 | 5034 39 th Avenue NW | 18,319.01 |
| 11079 | 3 | 5 | 5036 39 th Avenue NW | 18,319.01 |

Witness our hands officially as said Commission this 23rd day of August, 2013.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

Publish: August 30, 2013
September 6, 2013

SLD #173

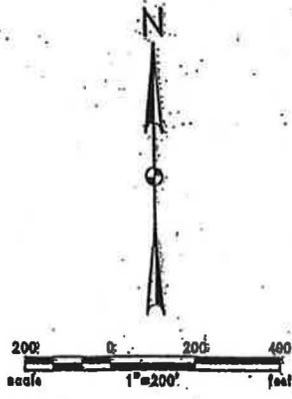
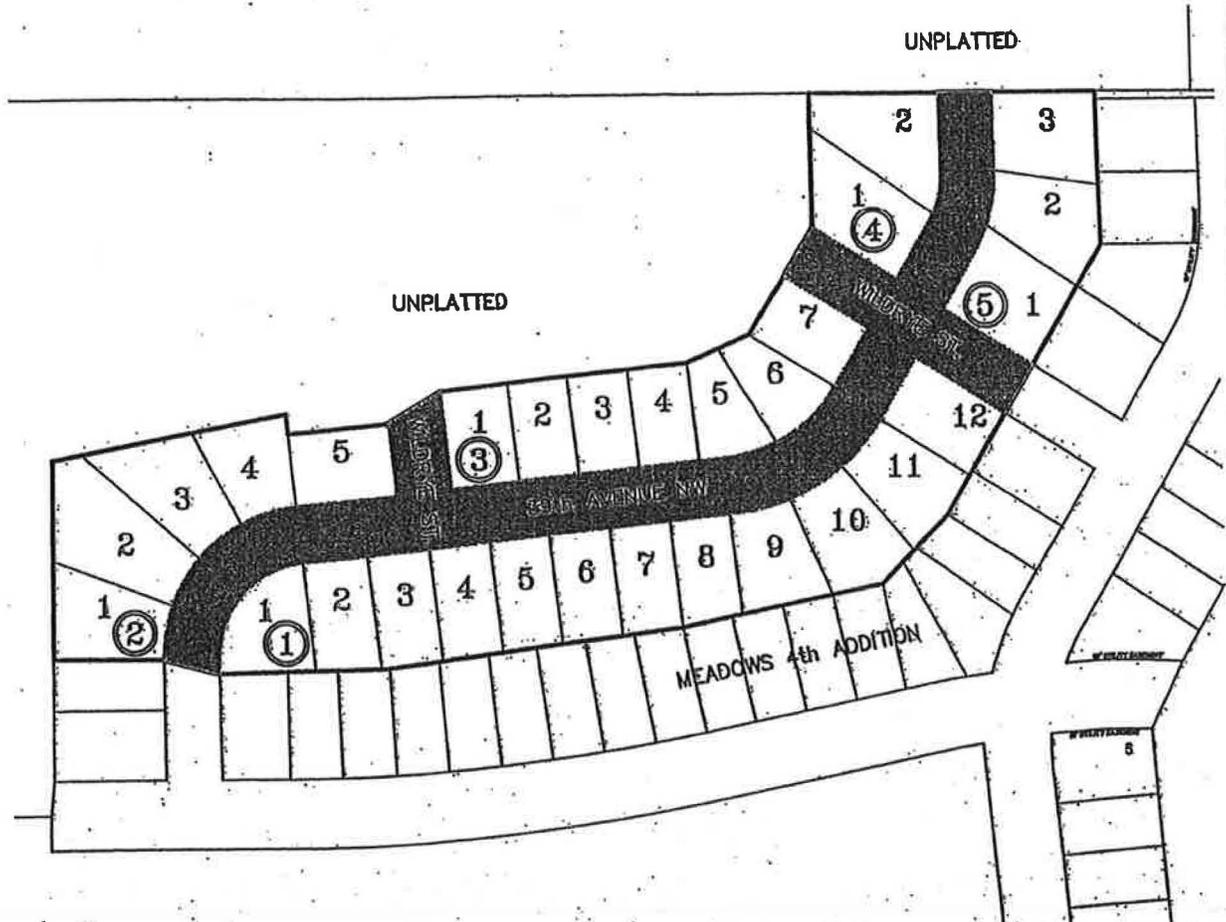
AREA 'A'

MEADOWS 5TH ADDITION

CITY OF MANDAN

STREET IMPROVEMENT EXHIBIT

BENEFITTING PROPERTIES:
BLOCKS 1-5 OF MEADOWS 5TH ADDITION



Kadmas
Lee &
Jackson
Engineers Surveyors
Planners

**NOTICE OF HEARING OF OBJECTIONS TO SPECIAL
ASSESSMENTS FOR WATER & SEWER IMPROVEMENT DISTRICT #60**

Notice is Hereby Given, that the Special Assessment Commission of the City of Mandan, North Dakota will meet at Mandan City Hall, 205 2nd Avenue NW on September 18, 2013 at 5:30 p.m. to hear objections which may be made to any of the foregoing assessments in Water & Sewer Improvement District #60 as shown in the foregoing list by any person interested or his agent or attorney.

Phyllis Hager

NOTICE OF ASSESSMENTS FOR WATER & SEWER IMPROVEMENT DISTRICT #60

We the undersigned, constituting the Special Assessment Commission of the City of Mandan, do hereby certify that the following is a true and correct list of the particular lots and tracts of land which, in the opinion of the Commission, are especially benefited by the construction performed in Water & Sewer Improvement District #60 of the City of Mandan, showing the amount against each lot or tract, the same is a true and correct assessment of the property therein described to the best judgment of the members of the Commission. The items of expense in said improvement district and the assessments are as follows, to-wit.

| | |
|-----------------------------|------------------|
| Construction | \$572,063.51 |
| Engineering, Legal, Testing | |
| Inspection & Bonding Costs | <u>96,461.27</u> |
| Amount to be Assessed | \$668,524.78 |

| <u>Seq #</u> | <u>Lot</u> | <u>Block</u> | <u>Address</u> | <u>Amount Assessed</u> |
|---|------------|--------------|---------------------------------|------------------------|
| <u>Lakewood 6th Addition</u> | | | | |
| 6399 | 1 | 1 | 3900 McKenzie Drive SE | \$267,561.43 |
| 6400 | 1 | 2 | 3800 McKenzie Drive SE | 7,586.78 |
| 6401 | 2 | 2 | 3802 McKenzie Drive SE | 7,586.78 |
| 6402 | 3 | 2 | 3804 McKenzie Drive SE | 7,586.78 |
| 6403 | 4 | 2 | 3806 McKenzie Drive SE | 7,586.78 |
| 6404 | 5 | 2 | 3808 McKenzie Drive SE | 7,586.78 |
| 6405 | 6 | 2 | 3810 McKenzie Drive SE | 7,586.78 |
| 6406 | 7 | 2 | 3812 McKenzie Drive SE | 7,586.78 |
| 6407 | 8 | 2 | 3814 McKenzie Drive SE | 7,586.78 |
| 6408 | 9 | 2 | 2801 39 th Avenue SE | 113,801.74 |
| <u>Lakewood 7th Addition</u> | | | | |
| 11163 | 1 | 1 | 2617 34 th Avenue SE | 8,387.68 |
| 11164 | 2 | 1 | 2613 34 th Avenue SE | 8,387.68 |
| 11165 | 3 | 1 | 2609 34 th Avenue SE | 8,387.68 |
| 11166 | 4 | 1 | 2605 34 th Avenue SE | 8,387.68 |
| 11167 | 5 | 1 | 2601 34 th Avenue SE | 8,387.68 |
| 11168 | 6 | 1 | 3415 Genoa Court SE | 8,387.68 |
| 11169 | 7 | 1 | 3413 Genoa Court SE | 8,387.68 |
| 11170 | 8 | 1 | 3411 Genoa Court SE | 8,387.68 |

| | | | | |
|-------|----|---|---------------------------------|-----------|
| 11171 | 9 | 1 | 3409 Genoa Court SE | 8,387.68 |
| 11172 | 10 | 1 | 3407 Genoa Court SE | 8,387.68 |
| 11173 | 11 | 1 | 3405 Genoa Court SE | 8,387.68 |
| 11174 | 12 | 1 | 3403 Genoa Court SE | 8,387.68 |
| 11175 | 13 | 1 | 3402 Genoa Court SE | 8,387.68 |
| 11176 | 14 | 1 | 3404 Genoa Court SE | 8,387.68 |
| 11177 | 15 | 1 | 3406 Genoa Court SE | 8,387.68 |
| 11178 | 16 | 1 | 3408 Genoa Court SE | 8,387.68 |
| 11179 | 17 | 1 | 3412 Genoa Court SE | 8,387.68 |
| 11180 | 18 | 1 | 2513 34 th Avenue SE | 8,387.68 |
| 11181 | 19 | 1 | 2509 34 th Avenue SE | 8,387.68 |
| 11182 | 20 | 1 | 2505 34 th Avenue SE | 8,387.68 |
| 11183 | 21 | 1 | 2501 34 th Avenue SE | 8,387.68 |
| 11184 | 22 | 1 | 2413 34 th Avenue SE | 8,387.68 |
| 11185 | 23 | 1 | 2409 34 th Avenue SE | 8,387.68 |
| 11186 | 24 | 1 | 2405 34 th Avenue SE | 8,387.68 |
| 11187 | 25 | 1 | 2401 34 th Avenue SE | 8,387.68 |
| 11188 | 1 | 2 | 2803 34 th Avenue SE | 16,775.37 |

Witness our hands officially as said Commission this 23rd day of August, 2013.

/s/ Carl Jacobsen
Chairman

/s/ Keith Winks
Member

/s/ Deborah Holter
Member

Publish: August 30, 2013
September 6, 2013

GOV'T LOT 2

GOV'T LOT 1

**WATER & SEWER
DISTRICT 60
PROJECT 2012-21**

34TH AVENUE SE

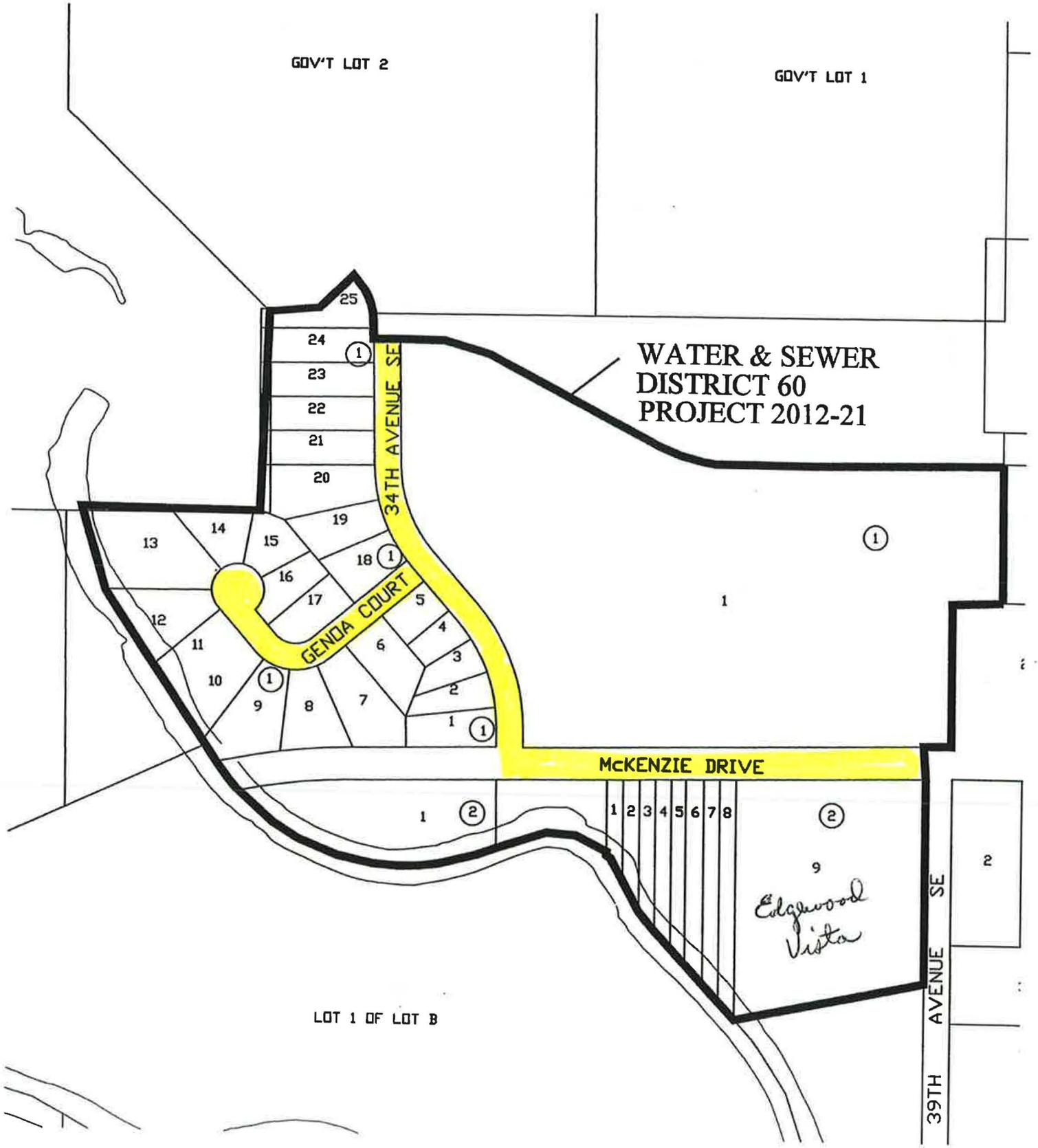
GENDA COURT

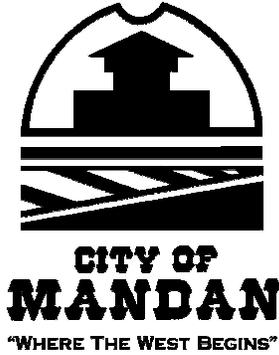
McKENZIE DRIVE

39TH AVENUE SE

LOT 1 OF LOT B

*Edgewood
Vista*





Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 10, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Planning and Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider authorizing a work change order on Street Improvement District No. 161, Project No. 2010-03(Dianes).

STATEMENT/PURPOSE: To authorize a change order to extend the contract date to Final Completion of July 31, 2014 for work on 4th Avenue NE and to allow for the chip seal on areas 4, 5 and 6. Areas 4, 5 and 6 are all the streets to the east of Collins Avenue within the Street Improvement District. See attached map.

BACKGROUND/ALTERNATIVES: Reconstruction of 4th Avenue NE needs to wait for the waterline replacement that the city is completing in the spring of 2014 and the chip seal needs to take place with warmer temperature than we are having now.

ATTACHMENTS:

1. Change Order No. 7
2. Change Order Request
3. Map

FISCAL IMPACT: None

STAFF IMPACT: Minimal

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

RECOMMENDATION: Do to the need for the City to do a waterline replacement on 4th Ave. NE and the lack of warm temperatures to complete the chip seal, this office supports the change order for the project.

SUGGESTED MOTION: I move to authorize a change order on Street Improvement District No. 161, Project No. 2010-03 for completion date of July 31, 2014.

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider authorizing a change order on Street Improvement District No. 161,
Project No. 2010-03.

Page 2 of 5

CHANGE ORDER NO. 7

PROJECT: Mandan Street Improvement Dist. #161 City Project # 2010-03

BRIEF DESCRIPTION OF CHANGE ORDER # SEVEN

4TH Ave NE Time Extension due to City Water Main Replacement in spring 2014.
Request for Time Extension for Seal Coat on Areas 4, 5, and 6. (see attached letter).

ENGINEER: Toman Engineering Company
501 1st Street NW
Mandan, North Dakota 58554

OWNER: City of Mandan DATE: 9-26-13

CONTRACTOR: Northern Improvement Co.

CONTRACT DATE: 6-20-2012

TO THE CONTRACTOR: You are hereby authorized, conforming to Contract provisions, to make the Changes described on the reverse side of this sheet.

| <u>WORK OR</u> | <u>NET</u> | <u>NET</u> |
|----------------------------|------------------------|-------------|
| <u>DOCUMENT</u> | <u>(DEDUCT)</u> | <u>ADD+</u> |
| NET ADD + | | \$ <u>0</u> |
| ORIGINAL CONTRACT AMOUNT: | \$ <u>8,978,372.48</u> | |
| PRIOR CHANGE ORDERS (+,-): | \$ <u>218,866.38</u> | |
| REVISED CONTRACT AMOUNT: | \$ <u>9,197,238.86</u> | |
| THIS CHANGE ORDER (+,-): | \$ <u>0</u> | |
| CONTRACT ADJUSTED AMOUNT: | \$ <u>9,197,238.86</u> | |

TIME EXTENSION/REDUCTION See Attached DAYS

OTHER CONTRACTS AFFECTED N/A

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider authorizing a change order on Street Improvement District No. 161,
Project No. 2010-03.

Page 3 of 5

PROJECT: Mandan Street Improvement Dist. #161
City Project # 2010-03 TBCo. # 2181

CHANGE ORDER NO. : SEVEN

Description of Change Order Work

4TH Ave NE Time Extension, due to City Water Main Replacement in spring 2014.
Request for Time Extension for Seal Coat on Areas 4, 5, and 6.

Time extension Request: New Completion Date July 31st 2014.

SUBMITTED BY:  DATE: 10-8-13
(Engineer's Signature)

APPROVED BY: _____ DATE: _____
(Owner's Signature)

ACCEPTED BY: Bruce Thompson DATE: 10-8-13
(Contractor's Signature)

RECOMMENDED BY: _____ DATE: _____

DISTRIBUTION: Owner, Contractor, Engineer, Field Representative;

Board of City Commissioners
Agenda Documentation
Meeting Date: October 15, 2013
Subject: Consider authorizing a change order on Street Improvement District No. 161,
Project No. 2010-03.
Page 4 of 5



HOME OFFICE
FARGO, NORTH DAKOTA
4000 12th Avenue N.W.
58108-2846
P.O. Box 2846
Phone 701-277-1225
Fax 701-277-1516

OFFICE AT
BISMARCK, NORTH DAKOTA
58502-1254
P.O. Box 1254
Phone 701-223-8665
Fax 701-224-0637

OFFICE AT
DICKINSON, NORTH DAKOTA
58002-1035
P.O. Box 1035
Phone 701-225-5197
Fax 701-225-0207

IMPROVEMENT COMPANY

Thomas McCormick, President/CEO
Steve McCormick, Executive Vice-President

September 30, 2013

Mr. Abe Ulmer
Toman Engineering
501 1st St NW
Mandan, ND 58554

RE: MANDAN SID #161

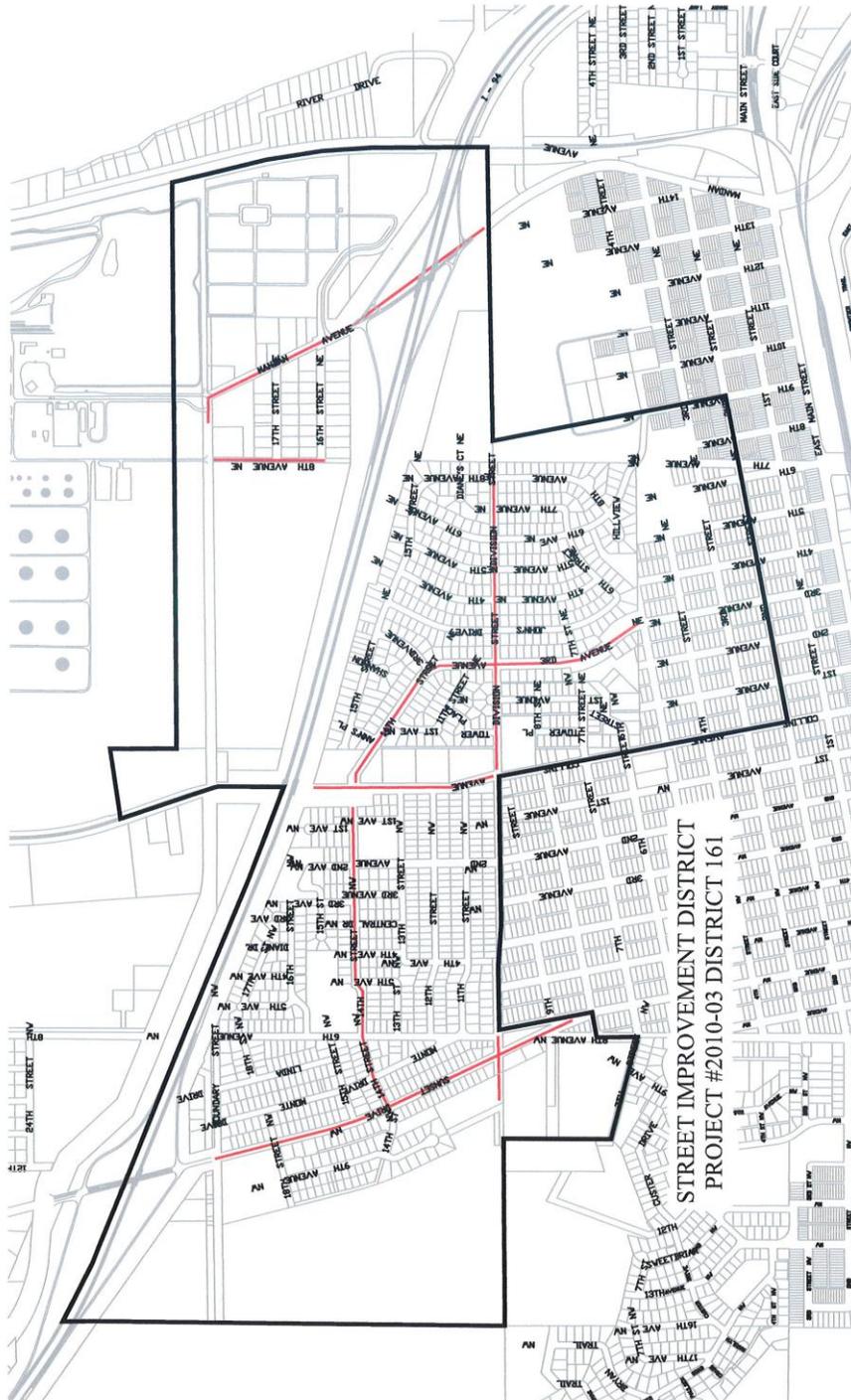
Northern Improvement Company is requesting a time extension for the above referenced project to July 31, 2014. The remaining work on the project is reconstruction of 4th Avenue NW (waterline installation), chip seal and golf course parking lot. Reconstruction of 4th Avenue NW should not be started until the waterline replacement is completed in spring 2014. We completed the paving portions of Areas 4, 5 and 6 prior to the end of August. We now have chip sealing to complete in those Areas along with 4th Avenue NW. Your positive consideration is greatly appreciated. If there are any questions please let me know, thank you.

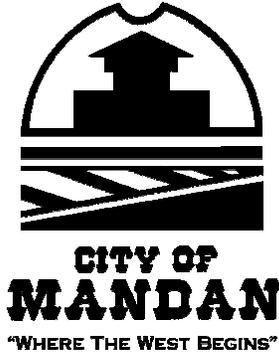
Sincerely,

NORTHERN IMPROVEMENT COMPANY

A handwritten signature in cursive script that reads "Bruce Thompson".
Bruce Thompson
VP/Estimator

Board of City Commissioners
Agenda Documentation
Meeting Date: October 15, 2013
Subject: Consider authorizing a change order on Street Improvement District No. 161,
Project No. 2010-03.
Page 5 of 5





Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 8, 2013
SUBMITTING DEPARTMENT: Morton Mandan Public Library
DEPARTMENT DIRECTOR: Mary Henderson, Acting Interim Director
PRESENTER:
SUBJECT: Appoint trustee

STATEMENT/PURPOSE: To have the Board of City Commissioners appoint a County representative to the Morton Mandan Public Library (MMPL) Board of Trustees.

BACKGROUND/ALTERNATIVES: Per the Memorandum of Understanding signed by both Commissions, MMPL operates with an equal number of city and county representatives. Since the joint board has equal representation per the Memorandum of Understanding, both the City and County Commissions should approve MMPL trustee appointments.

The MMPL Board recommends JoAnn Opp from Glen Ullin. The position has been open and advertised since June and Ms. Opp is the sole applicant.

ATTACHMENTS: JoAnn Opp is a longtime Morton County resident and Bookmobile user.

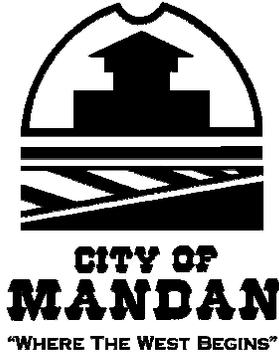
FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: The MMPL Board of Trustees recommends appointing JoAnn Opp as a trustee on the Morton Mandan Public Library Board of Trustees. She was appointed by the MMPL Board of Trustees at their August 26, 2013 meeting.

SUGGESTED MOTIONS: To appoint JoAnn Opp to the Morton Mandan Public Library Board of Trustees to a three-year term to be held through June 2016.



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 10, 2015
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Transfer agreement for 101 E Main & Part of 103 E Main

STATEMENT/PURPOSE: To consider an assignment, assumption and consent agreement for the sale of 101 E Main and portions of 103 E Main from Al Leingang to American Bank Center.

BACKGROUND/ALTERNATIVES: As the buyer of the former Iverson building, American Bank Center wishes to take on the obligations and receive the rights previously outlined for redevelopment of the property in TIF and incentive agreements between the City of Mandan and Al Leingang.

ATTACHMENTS: Agreement (originals signed by Leingang and American Bank Center to be available at meeting)

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: Attorney Brown prepared the transfer agreement.

RECOMMENDATION: I recommend approval of the assignment, assumption and consent agreement for 101 E Main and a portion of 103 E Main.

SUGGESTED MOTION: I move to approve of the assignment, assumption and consent agreement for 101 E Main and a portion of 103 E Main as presented.

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment and Consent made and entered into this _____ day of _____, 2013, by and between Alvin Leingang of 2603 Twin City Drive SE, Mandan, ND 58554, (“Developer”); American Bank Center of 401 N. 4th Street, Bismarck, ND 58501 (“Assignee”) and the City of Mandan, a North Dakota municipal corporation, of 205 Second Avenue NW, Mandan, ND 58554 (“City”).

WHEREAS, Developer and the City entered into a Business Incentive Agreement and Tax Increment Financing Agreement providing for the remodeling and improvements of commercial space on the following described real property located in the City of Mandan, Morton County, ND:

Lot 9 and the West 194 feet of Lot 10, Block 1, BNSF Commercial Park 3rd Addition to the City of Mandan (“Property”), aka 101 and 103 East Main Street

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

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

Assignee agrees to assume and be bound by all of the obligations in said Business Incentive Agreement and Tax Increment Financing Agreement; and

The City of Mandan consents to said Assignment by Developer and assumption by Assignee for said Business Incentive Agreement and Tax Increment Financing Agreement.

DEVELOPER:

Alvin Leingang

CITY:

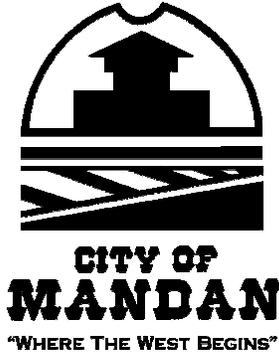
THE CITY OF MANDAN

By: _____
Its _____

ASSIGNEE:

AMERICAN BANK CENTER

By: _____
Its _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 1, 2013
SUBMITTING DEPARTMENT: Assessing Dept
DEPARTMENT DIRECTOR: Doug Lalim, Building Official/Assessor
PRESENTER: Doug Lalim, Building Official/Assessor
SUBJECT: Homestead Credit Exemption for Betty Taghon

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

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

This parcel is also known as E 33.50 of Lot 20, Block 3, Terra Vallee 1st Addition at 1114 24th St. NW Parcel #7535C.

ATTACHMENTS: Application.

FISCAL IMPACT: Approximately \$811. Please note that this amount is reimbursed by the State and the City is not actually losing any revenue.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

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

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

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name TAGHON BETTY B

Property ID Number

Address 1114 24 ST NW

City 7535 C

Legal Description of the property involved in this application
 E 33.50 LOT 20 TRACT 20A

County 65-5153030

Block: 3

TERRA VALLEE 1ST

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

Land \$7,600
 Improvements \$138,100
 Total (1) \$145,700

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

Land 7,600
 Improvements 138,100
 Total (2) 145,700

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

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Comblinant 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
- X 9. Property qualifies for Homestead Credit According to N.D.C.C. § 57-02-06.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) Approved for 100% Homestead Credit for 2012

The following facts relate to the market value of the residential or commercial property described above for agricultural property go to question 35

- 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 Be abated property taxes for 2012 as she qualifies for Homestead Credit.

By filing this application, I consent to an inspection of the above described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-03.1

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 _____

Handwritten Signature: Betty Taghon
 Signature of Applicant

Handwritten Date: 10-1-13
 Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of Mandan City Commissioners

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

Dated this _____ day of _____

 City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners
Approve/Reject

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

We reject this application for the following reason(s): _____

Dated _____

 County Auditor

 Chairperson

Certification of County Auditor

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

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

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

| Year | Reduction in Taxable Valuation | Reduction in Taxes |
|------|--------------------------------|--------------------|
| | | |

 County Auditor

 Date

**Application For Abatement
 And Settlement Of Taxes**

Name of Applicant _____

County Auditor's File No _____

Date Application Was Filed With The County Auditor _____

income limit
HOMESTEAD CREDIT APPLICATION FOR SENIOR CITIZENS & DISABLED PERSONS
 OFFICE OF STATE TAX COMMISSIONER
 24357 (5/7/2009)

Use 2011 income
 For the Year of 2012

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

| | |
|----------------|----------------|
| To: (Assessor) | Shirley Shaw |
| City or Town: | City of Mandan |
| County: | Morton County |

| Applicant Information | | City Seq No: | 07535 C |
|--|--------------------------|----------------|------------|
| Name: | TAGHON BETTY B | Date of Birth: | |
| Address: | 1114 24 ST NW | Phone No: | |
| Legal Description of Applicant's Property: | E 33.50 LOT 20 TRACT 20A | County No: | 65-5153030 |
| Lot: | Block: 3 | Add. Elem: | 0064 |
| | | City: | MANDAN |

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

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

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

Complete Schedule A

To Be Completed By The Assessor

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

Reason for Denial: _____

Date: *10-1-13* Signature of Assessor: *Shirley Shaw*

Schedule A

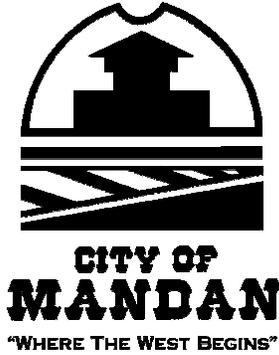
The Following is an Accurate Account of Total Income for the Preceding Calendar Year

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

Applicant Signature

I declare that this application, including Schedule A, has been examined by me and to the best of my knowledge and belief is a true and correct application. I am willing to furnish proof of age, income, and assets if requested to do so by someone authorized to administer this assessment credit. I reside on the property described in this application and I hereby claim the homestead credit on this property as provided for in S.B.C. 88-02-00-1.

Date: *10-1-13* Signature of Applicant: *Betty Taghon*



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 4, 2013
SUBMITTING DEPARTMENT: Assessing/Bldg Inspections
DEPARTMENT DIRECTOR: Doug Lalim/Assessor & Building Official
PRESENTER: Doug Lalim/Assessor & Building Official
SUBJECT: Complete Reassessment - Reduction in market value for Deborah Miller

STATEMENT/PURPOSE: To consider a reduction in the structure value for the 2013 year for Ms. Miller's property, due to a complete reassessment that was done to reflect accurate information.

BACKGROUND/ALTERNATIVES: This parcel is also known as Parcel #3563, N 40' of W ½ Lot 8 and S 6' Lot 9, Block 33, Mandan Proper (OT) Addition.

Reason for abatement: To lower the structure value for the 2013 year from \$116,300 to \$104,400. After the final walk through of Ms. Miller's property to determine accuracy of our data and conducting a market analysis, I have arrived at a true and full value of \$109,600 for the 2013 year rather than \$121,500, a difference in true and full value of \$11,900.

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

FISCAL IMPACT: Approximately \$212.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend a motion to approve to lower the true and full value for the 2013 year to \$109,600 for Miller's property.

SUGGESTED MOTION: A motion to approve a reduction for Miller's property in the 2013 year with a true and full value to \$109,600.

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Complete Reassessment - Reduction in market value for Deborah Miller

Page 2 of 5

Application For Abatement And Settlement Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

County of Morton

Name MILLER DEBORAH J

Address 302 2 AVE NE

Legal Description of the property involved in this application

N 40' OF W 1/2 LOT 8 & S 6' LOT 9

Property ID Number

City 3563

County 65-2637000

Block: 033

MANDAN PROPER (OT)

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

Land \$5,200
Improvements \$116,300
Total (1) \$121,500

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

Land \$5,200
Improvements \$104,400
Total (2) \$109,600

The difference of \$11,900 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)
X 10. Other (Explain) HAD COMPLETE REASSESSMENT DONE ON HOME

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 VALUES BE CHANGED TO REFLECT ACCURATE INFORMATION FROM COMPLETE REASSESSMENT DONE 10-2-2013.

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

Handwritten signature and date 10-3-2014

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Complete Reassessment - Reduction in market value for Deborah Miller

Page 5 of 5

10/02/13
AS1057

Mandan Assessing Dept
Property Data Sheet

Page 1

MILLER DEBORAH J
302 2 AVE NE
MANDAN ND 58554

City Parcel No. 03563
County No. 65-002637000
Assessment Year 2013

Property Address: 302 2 AVE NE

Property Type: RESIDENTIAL

Legal Description
N 40' OF W 1/2 LOT 8 & S 6' LOT 9

Lot Block 033 Addition 0021 MANDAN PROPER (OT)

Total Property - Land

| | |
|--------------------|---------------------------|
| Area Factor | 300 DUPLEX - OVER/UNDER & |
| Zoning | RM |
| Lot Width | 46 Ft |
| Lot Depth | 70 Ft |
| Lot Sq Ft | 3640 SqFt |
| Irregular Shape | No |
| Alley | No |
| Cul-De-Sac | No |
| Corner | No |
| Utilities | Yes |
| Underground Util | No |
| Street | Hard Surface |
| Sidewalk | Yes |
| Location | Inland |
| Flood Plain Degree | |
| Acres | .08 |
| Lot Sale Price | 0 |
| Lot Sale Date | |

| | |
|-----------------|----------|
| Interior Finish | Painted |
| Fireplace | No |
| Floors | Softwood |
| Floor Covering | Carpet |
| | Laminate |
| Apartment | One |

Garage

| | |
|--------------------------|------|
| None 0 Stall with 0 SqFt | |
| Quality | None |

Additional Data

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

Additional Area

Patio 779 SqFt

Building Data

| | |
|-------------------|--------------------|
| Year Built | 0 |
| Effective Year | 1940 |
| Basement Walls | Poured Concrete |
| Condition | Average/Good |
| Quality | Average/Good |
| Construction Type | 2x4 Construction |
| Stories | One Story |
| Roof Cover | Asphalt/Compound |
| Roof Type | Hip |
| Heating Fuel | Gas |
| Heating Type | Hot Water |
| Air Conditioning | Wall |
| Flr Tot Rms | Bed Bath |
| 01 5 3 | 1.00 1180 SqFt |
| BF 4 2 | 1.00 1140/798 SqFt |
| Quality | Average |
| Tot Finished Area | 1978 SqFt |
| Exterior Walls | Metal Siding |
| Basement | Full |
| Dining Room Area | None |
| Kitchen Cabinets | Softwood |
| Built-Ins | Yes |
| Interior Walls | Sheetrock |

Other Area

Shed 162 SqFt

| | |
|-----------------|---------------------|
| Listing Date | 06/19/2003 |
| Listing Price | 79900 |
| Review Date | 06/21/2011 JULIEF |
| Final App. Date | 10/02/2013 SHIRLEYS |

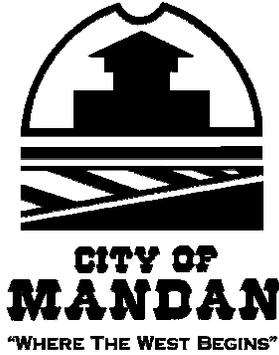
| | | |
|-----------------|-------------|--------|
| 2013 Mrkt Value | 121500 Land | 5200 |
| | Bldg | 116300 |

| | | |
|-----------------|------------|-------|
| 2012 Mrkt Value | 83500 Land | 5200 |
| | Bldg | 78300 |

2013 Est Tax Amount 2156.91

| | |
|--|------------|
| Selling Price Includes Special Assessments | |
| Current Sale Price | 74600 |
| Current Sale Date | 07/23/2003 |

| | |
|------------------------|--------------|
| Previous Sale Price | 0 |
| Previous Sale Date | |
| Data Sheet Printed By: | Shirley Shaw |



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 10, 2013
SUBMITTING DEPARTMENT: Assessing Dept.
DEPARTMENT DIRECTOR: Doug Lalim, City Assessor
PRESENTER: Doug Lalim, City Assessor
SUBJECT: Sole Source Purchase of Vanguard Assessing Program

STATEMENT/PURPOSE: Board of City Commissioners to consider allowing a sole source provider for Purchase of Vanguard Assessing Program and conversion.

BACKGROUND/ALTERNATIVES: Generally purchases exceeding \$25,000 shall be advertised publicly. In this case the assessing dept. is asking for this request to change the assessing program to be compatible with Morton County and a large number of North Dakota's jurisdictions. This item is an approved 2014 budget item. If approved Vanguard will start implementing the software and start the transfer of data. This bid also includes the training of the City Assessing Dept.

ATTACHMENTS: Vanguard Contract (2 Year Agreement)

FISCAL IMPACT: There will be no funds awarded until 2014 which will be \$39,500 and \$21,500 for 2015.

STAFF IMPACT: n/a

LEGAL REVIEW: City Attorney Brown has reviewed.

RECOMMENDATION: I recommend city staff be given approval for sole source purchasing for Signing the Contract for Vanguard Assessing Program for 2014.

SUGGESTED MOTION: I move to allow city staff to proceed with signing the contract agreement with Vanguard Assessing Program for 2014.

**REAL ESTATE CAMA
DATA CONVERSION SERVICES AGREEMENT**

This Data Conversion Services Agreement is made and entered into the 30th day of September, 2013 by and between Vanguard Appraisals, Inc., an Iowa corporation, having offices at 1065 Sierra Ct. N.E. Suite D, Cedar Rapids, Iowa 52402 ("Vanguard"), and Mandan City Assessor, of 205 2nd Ave NW, Mandan, ND, 585543125 ("Client").

WHEREAS, Vanguard has a background and expertise in the real estate mass appraisal business, it has developed Computer Assisted Mass Appraisal (CAMA) software for assessment officials and owns and licenses others to use, certain computer application software modules and related materials known as Vanguard Computer Systems *CAMAvision®* software ("CAMAvision® System").

WHEREAS, Client wishes to retain Vanguard to provide certain data conversion and other services, and Vanguard is willing to perform those services, all in accordance with the terms and conditions of this Agreement.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

(a) Subject to the terms of this Agreement, Client hereby retains Vanguard to provide, and Vanguard agrees to provide the following services (collectively, the "Services"):

Real Property Data file conversion from present systems [for use with the CAMAvision® System], per invoice # 10509.

(b) In order for Vanguard to perform the Services, (1) the Client must provide Vanguard with the data files and file layouts from Client's present legacy systems (2) the legacy system files as provided by the Client to Vanguard must be in a MS-Access database, Comma Separated Text files (CSV), ASCII comma delimited or other file format agreed upon by Vanguard, and (3) the legacy files must be extracted by Client from third-party system files before being provided to Vanguard.

(c) Vanguard will work with the IS staff, Assessor's staff, and or third-party to correlate proper conversion of the data fields, including ownership, and the appropriate format for conversion. Typically, Vanguard will perform a preliminary conversion, and Client staff will review the converted data as they learn the CAMAvision® System.

(d) Data will be converted by Vanguard a maximum of three (3) times (including the preliminary conversion discussed in Section 1(c) above). The first two (2) conversions (called "review conversions") are for the purpose of review and correction, and the third conversion is final (the "final conversion"). Upon being provided a review conversion by Vanguard, Client will have five (5) working days to contact Vanguard with any corrections. If Client fails to timely report corrections, or reports that there are no corrections to a review conversion, the review conversion shall be deemed a final conversion.

(e) Vanguard expects to convert a large portion of the Assessor's data files, provided, however, that Client acknowledges that due to data corruption, data encryption, non-equivalent data fields, and/or unforeseen issues, some parcel data may not be convertible or converted. Additionally, lack of cooperation from the Assessor's staff, IS staff, and or third-party vendors could hamper conversion efforts. Vanguard will use commercially reasonable efforts to work with the Assessor to accomplish maximum data conversion within the maximum conversion cost estimate set forth in Section 3 below.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Vanguard shall be determined by Vanguard.

3. PAYMENT. Client will pay a per diem fee (currently \$100.00 per hour) to Vanguard for the Services up to a maximum limit of [180 hours or eighteen thousand dollars (\$18,000.00)], provided that in the event that additional conversions or additional work is required by Vanguard due to conversion problems discovered or inherent in the Client's data (e.g., data corruption, data encryption, non-equivalent data fields, etc.), errors and omissions by the Client, the Assessor's staff, IS staff, and/or third-party vendor, or a lack of cooperation by Client, the Assessor's staff, IS staff, and or third-party vendor, Vanguard reserves the right to bill Client for such additional conversions or work at Vanguard's then current rates, even if it exceeds the maximum limit. All payment required hereunder are exclusive of federal, state, provincial or local taxes, including any sales, use, VAT or other taxes imposed on this transaction, the license fees, or on Licensee's use or possession of the Licensed materials, all of which, if any, shall be paid by Client without deduction from payments due hereunder.

4. EXPENSE REIMBURSEMENT. Vanguard shall pay all "out-of-pocket" expenses associated with the Services, and shall not be entitled to reimbursement from Client, unless the maximum limit [180 hours or eighteen thousand dollars (\$18,000.00)] is exceeded.

5. SUPPORT SERVICES. Client shall not be required to provide support services, including office space and secretarial services, for the benefit of Vanguard.

6. NEW PROJECT APPROVAL. Vanguard and Client recognize that Vanguard's Services will include working on various projects for Client. Vanguard shall obtain the approval of Client prior to the commencement of a new project.

7. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by Vanguard of the Services required by this Agreement, provided the provisions of Sections 9, 10, and 12 to 16 shall survive any termination of this Agreement.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that Vanguard is an independent contractor with respect to Client and not an employee, partner or joint venturer of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Vanguard or its staff.

9. LIMITED WARRANTY. Vanguard shall perform its services hereunder in a workmanlike manner in accordance with industry standards, and subject to the quality of the data provided for conversion. Vanguard does not warrant that the Services or final conversion will be error free, or the accuracy or completeness of the data as converted. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Agreement exceed the total fees paid to Vanguard under this Agreement. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by Client more than 1 year after such cause of action accrued.

11. INTELLECTUAL PROPERTY. Vanguard shall retain full and exclusive title and ownership to any and all of its existing intellectual property rights and/or know-how, including but not limited to, patents, copyrights, trade marks and trade secrets, including any and all rights in and to the CAMAvision® System, used in performing the Services, and any intellectual property or know how developed by Vanguard in order to perform the services or as the result of the Services (other than the data) shall be the exclusive property of Vanguard.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties related to the subject matter hereof and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts.

17. EXCUSED PERFORMANCE. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

18. REPRESENTATIONS AND WARRANTIES OF CLIENT. Client represents and warrants to Vanguard as follows: (a) Client has taken all necessary action to make this Agreement legally binding on Client, that the individual signing this Agreement on behalf of Client has been fully authorized and empowered to execute this Agreement on behalf of Client, and this Agreement constitutes a legal, valid and binding obligation of Client in accordance with its terms, (b) no consent, approval or authorization by any other party or governmental authority is required in connection with the execution, delivery, validity or enforceability of this Agreement; and (c) Client has funding sufficient for Client to fulfill its obligations under this Agreement.

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Vanguard Appraisals, Inc.

IN WITNESS WHEREOF, the Parties hereto have caused this DATA CONVERSION SERVICES AGREEMENT to be executed by their duly authorized representatives in duplicate effective as of the date and year first above written.

Vanguard Appraisals, Inc.

By: _____
Brad M. Miller
Senior Vice President/CIO
Date: _____

Mandan City Assessor

By: _____
Doug Lalim
Mandan City Assessor
Date: _____

Mandan City (Additional signature if required by jurisdiction.)

By: _____
Official Title: _____
Date: _____

Vanguard Appraisals, Inc.

LICENSE AGREEMENT

This Agreement is made and entered into this 30th day of September, 2013 by and between VANGUARD APPRAISALS, INC., an Iowa corporation, having offices at 1065 Sierra Ct. N.E., Suite D, Cedar Rapids, Iowa 52402 ("Vanguard") and Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns, and licenses others to use, certain computer application software modules and related materials known as Vanguard Computer Systems *CAMAvision®* software for personal property appraisals and real estate appraisals, and

WHEREAS, Client desires to purchase from Vanguard a non-exclusive license and right to use selected portions or modules of the Vanguard Computer Systems *CAMAvision®* software and related materials solely for Client's own purpose of appraising real estate and/or personal property, and Vanguard is willing to grant Client such a license subject to the terms and conditions of this Agreement.

Now therefore, the parties agree as follows:

1. **LICENSED MATERIALS.** "Licensed Materials" shall mean the selected portions or modules of the Vanguard Computer Systems *CAMAvision®* software identified on Schedule A attached hereto and incorporated herein by reference, and any related documentation or materials, and any updates and additions to such software, documentation or materials, to be furnished to Client under this Agreement from time to time.
2. **GRANT OF LICENSE.** Vanguard grants to Client and Client accepts, on and subject to limitations, terms and conditions set forth in this Agreement, a non-exclusive, non-transferable right and license to use Licensed Materials solely for Client's personal and internal purpose of appraising real estate and/or personal property. Each module of the Licensed Materials may only be installed and used on one server at a time, and the Licensed Materials may only be accessed at any one time by the number of users for which Client has paid a license fee as set forth in Schedule A. Additional licensed users for each of the Licensed Materials and additional modules of the Vanguard Computer Systems *CAMAvision®* software may be added to this License Agreement as Licensed Materials through supplements to Schedule A approved in writing by both Vanguard and Client, or pursuant to a new License Agreement executed by the parties.
3. **LICENSE FEES.**
 - (a) Vanguard shall supply the modules of the Licensed Materials and/or Internet Service listed on the attached Schedule A and Vanguard will invoice Client for, and Client agrees to pay, the license fees indicated on the attached Schedule A.
 - (b) All license fees are exclusive of shipping charges and any federal, state, provincial or local taxes, including any sales, use, VAT or other taxes imposed on this transaction, the license fees, or on Licensee's use or possession of the Licensed materials, all of which, if any, shall be paid by Client without deduction from the license fees.
 - (c) Fees paid or payable by Client for the purchase of the license for the Licensed Materials are not refundable by Vanguard, and no adjustment will be made to such fees if Client discontinues use of the Licensed Materials or if Vanguard terminates this Agreement under Section 8(b) below. Vanguard reserves the right to collect 75% of the total license fees should the client choose to cancel this Agreement prior to installation of the Licensed Materials.
4. **LIMITATIONS ON USE OF THE LICENSED MATERIALS.** Client shall not, directly or indirectly:
 - (a) allow the modules contained in the Licensed materials to be used at any point in time by more than the number of persons for whom a licensee fee has been paid, as specified on Schedule A, and all such use may only be by those persons using such modules for the benefit of Client in the course and scope of their employment as an employee of Client;
 - (b) copy, modify or create derivative works of the Licensed Materials;
 - (c) transmit, translate, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Licensed Materials;
 - (d) without the prior written consent of Vanguard, which consent may be withheld by Vanguard in its sole discretion, assign this Agreement, or rent, lease, license, sublicense the Licensed Materials to any other person, or transfer,

Vanguard Appraisals, Inc.

allow access to, distribute or otherwise make available License Materials to independent contractors or others who do not receive a Form W-2, Wage and Tax Statement, from Client, as used in the United States income tax system as an information return to report wages paid to employees and the taxes withheld from them, or to allow others to do so; or;

(e) incorporate the Licensed Software, in whole or in part, into a product which Vanguard determines is designed to compete with the Licensed Materials, which will include, but not be limited to, local databases or Web-based search engines; or

(f) make more than one copy of the Licensed Materials for backup.

5. **CONFIDENTIALITY.**

(a) Client covenants and agrees as follows:

(1) to receive and hold in confidence all Confidential Information revealed to Client by Vanguard pursuant to this Agreement;

(2) to not disclose any Confidential Information except to regular employees of Client who will receive a Form W-2, Wage and Tax Statement, from Client, in the current tax year (hereinafter referred to as "Client's Representatives") who have a reasonable need-to-know, who know of Client's obligations hereunder, and who are under like obligations with respect to Confidential Information received hereunder by virtue of their employment relationship with Client. Client assumes full responsibility for the compliance of Client's Representatives with the restrictions of this Agreement, all of which restrictions shall apply to and bind Client's Representatives. Any other disclosure of Vanguard's Confidential Information shall require Vanguard's prior written permission and execution of a similar agreement.

(3) not to use any Confidential Information for itself or for any third party or for any reason or purpose other than solely for its own purpose of appraising real estate;

(4) not to use any Confidential Information in any way detrimental to Vanguard (it being acknowledged that any use of Confidential Information by Client for purposes other than to solely for its own purpose of appraising real estate will be deemed detrimental to Vanguard and that no such use shall allow any disclosure that violates paragraph 5(a)(2) above; and

(5) at any time, upon the written request of Vanguard, (i) immediately return to Vanguard all copies of Licensed Materials and all additional documents and things within Client's possession, custody or control containing or reflecting any Confidential Information, (ii) irretrievably delete or erase all Confidential Information from any electronic storage medium (i.e., computers, computer disks, zip drives, etc.) within Client's possession, custody or control and provide Vanguard with a written statement confirming that all Confidential Information of Vanguard has been returned or deleted, and (iii) make no further use of the Confidential Information.

(b) As used in this Agreement, "Confidential Information" shall mean information relating to the Licensed Materials presented or disclosed to Client by Vanguard, whether such information is presented or disclosed in writing, electronic form, orally or obtained by visual inspection. Client agrees and acknowledges that such Confidential Information is not generally known to Vanguard's competitors, which gives Vanguard a competitive advantage over others who do not possess such Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information (regardless of how it may be marked) which (a) is already rightfully known to Client unless it is only known by Client due to Vanguard's disclosure of Confidential Information to Client prior to the execution of this Agreement, (b) was or becomes publicly known without disclosure by Client, (c) was or is acquired by Client from a third party, provided that the third party providing such information has not thereby breached any agreement with, or acted in derogation of, any confidential relationship with Vanguard, or (d) is disclosed pursuant to the lawful requirement of a government agency or is required by operation of law provided that Client gives Vanguard written notice of said disclosure request and a copy thereof so that Vanguard can take action, if any, to protect its Confidential Information. The burden shall be on Client to establish that information pertaining to Vanguard and/or the Licensed Materials is not Confidential Information.

6. **LIMITED WARRANTY.**

(a) Vanguard warrants that during the Warranty Period (as defined below) the software module(s) contained in the Licensed Materials will be free from material, reproducible programming malfunctions or defects and will operate in all material respects in conformity with the current specifications for such module(s) published by Vanguard. Vanguard does not warrant that the modules in the Licensed Materials will operate uninterrupted or error free.

(b) As the sole obligation of Vanguard and the sole remedy of Client under the foregoing warranty, Vanguard will seek to correct, through the means Vanguard determines to be most appropriate, any malfunction or defect in such Licensed Materials at no additional charge to Client within a reasonable time after they become known, provided (1) such malfunctions or defects are reported to Vanguard by Client within twelve (12) months from the effective date of this Agreement or thereafter during any period in which Client maintains a Service Contract with Vanguard under which Client is current and not in default (the "Warranty Period"), and (2) Vanguard is able to reproduce and confirm the reported malfunction or defect.

(c) The foregoing limited warranty shall be null and void, and Vanguard shall have no warranty obligation with respect to any software module contained in the Licensed Materials if such module is modified or altered by any party other than Vanguard, its employees or agents, or such module is used for purposes for which it was not intended or for purposes not authorized by this Agreement, or the module was damaged due to causes external to such software (e.g., a power surge or electromagnetic field, etc.). Vanguard shall have no responsibility for any hardware failures.

(d) THE LICENSED MATERIALS ARE OTHERWISE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VANGUARD FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INTERFERENCE WITH ENJOYMENT OR FROM NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LICENSED MATERIALS REMAINS WITH CLIENT.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VANGUARD OR ITS SUPPLIERS BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF VANGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT. In no event shall Vanguard's liability for the performance or nonperformance of this Agreement, or otherwise, exceed the amount actually paid to Vanguard under this Agreement.

7. **TITLE.** Title, ownership, rights and intellectual property rights in and to the Licensed Materials shall remain in Vanguard and/or its suppliers. The Licensed Materials are protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Licensed Materials is the property of the applicable content owner and may be protected by applicable copyright or other law. This license gives you no rights to such content.

8. **TERM.**

(a) The rights granted by Vanguard shall take effect on the date first written above and shall remain in force as long as Client is in compliance with the limitations, terms and conditions of this Agreement, provided Vanguard reserves the right to change this Agreement when deemed necessary in Vanguard's discretion due to changes in technical specifications.

(b) Vanguard further reserves the right to terminate this Agreement and any Service Contract by written notice to Client if Client fails to comply with any of the limitations, terms or conditions set forth in this Agreement and such failure continues for a period of ten (10) days after Client receives written notice of such failure from Vanguard.

(c) Upon termination of this Agreement in accordance with Section 8(b), Client shall cease to use, and promptly relinquish and return to Vanguard the Licensed Materials, and Vanguard shall have the right to uninstall Licensed Materials from the Client's system. Sections, 4, 5, 6, 7 and 10 shall survive any termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES OF CLIENT.** Client represents and warrants to Vanguard as follows: (a) Client has taken all necessary action to make this Agreement legally binding on Client, that the individual signing this Agreement on behalf of Client has been fully authorized and empowered to execute this Agreement on behalf of Client, and this Agreement constitutes a legal, valid and binding obligation of Client in accordance with its terms, (b) no consent,

Vanguard Appraisals, Inc.

approval or authorization by any other party or governmental authority is required in connection with the execution, delivery, validity or enforceability of this Agreement; and (c) Client has funding sufficient for Client to fulfill its obligations under this Agreement.

10. **MISCELLANEOUS.** (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof; (b) this Agreement may be amended only by a writing signed by both parties; (c) this Agreement shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions, (d) should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts, (e) if any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect; (f) a waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof; (g) the provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination; (h) neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control; (i) Vanguard shall be entitled (without the necessity of posting any bond or establishing the inadequacy of damages as a remedy) to specific performance and injunctive relief to correct or enjoin any breach or threatened breach of Sections 4 and 5, in addition to all other remedies which might be available at law or in equity; and (j) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this LICENSE AGREEMENT to be executed by their duly authorized representatives in duplicate as of the date and year first above written.

VANGUARD APPRAISALS, INC.

By: _____
Brad Miller, Senior Vice President/CIO

ND0029
Mandan City

By: _____
Official Title: _____
Date: _____

Mandan City *(Additional signature if required by jurisdiction.)*

By: _____
Official Title: _____
Date: _____

Vanguard Appraisals, Inc.

SCHEDULE "A"
Mandan City ND0029

| LICENSED MATERIALS: | FEE: |
|---|---------------------------|
| Component Commercial/Industrial License No. - COMP144 | \$ 1500.00 |
| Comparable Search License No. - EQUITY137 | \$ 1500.00 |
| PC Import License No. - MFTRX181 | \$ 1500.00 |
| Network Upgrade(incl.1 workstation) + 3 additional workstations License No. - NET0222 | \$ 3900.00 |
| Precomputed Commercial/Industrial License No. - PCOM244 | \$ 2000.00 |
| PhotoVision License No. - PIC0255 | \$ 2300.00 |
| Pro Version Upgrade License No. - PRO0109 | \$ 1750.00 |
| Residential Pricing License No. - RES3253 | \$ 2750.00 |
| Remote Edit (incl Master +1 remote) License No. - RNET183 wRREM394 | \$ 2000.00 |
| Remote Edit Additional Remote License No. - RREM395 | \$ 500.00 |
| Sketch License No. - SK0263 | \$ 1500.00 |
| Total | <hr/> \$ 21,200.00 |

SERVICE CONTRACT

Component Commercial/Industrial

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 12 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - COMP144
Component Commercial/Industrial \$ 1550.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Comparable Search

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 4 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - EQUITY137
Comparable Search \$ 1650.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

PC Import

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 6 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - MFTRX181
PC Import \$ 1350.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Network Upgrade(incl.1 workstation) (+3 additional workstations)

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 6 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - NET0222
Network Upgrade(incl.1 workstation)(+3 addl workstations) \$ 4200.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Precomputed Commercial/Industrial

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 24 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - PCOM244
Precomputed Commercial/Industrial \$ 2450.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

PhotoVision

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 6 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - PIC0255
PhotoVision \$ 1800.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Pro Version Upgrade

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 6 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - PRO0109
Pro Version Upgrade..... \$ 1300.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Residential Pricing

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 36 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any Indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - RES3253
Residential Pricing \$ 3100.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Remote Edit (incl Master +1 remote)

This Service Contract is made and entered into by and between Vanguard Appraisals, Inc., an Iowa corporation ("Vanguard") and the Mandan City, ND, Assessor ("Client").

WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

1. **TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 5.5 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - RNET183 w/RREM394
Remote Edit (incl Master +1 remote) \$ 2550.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Remote Edit Additional Remote

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WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

- 1. TERM.** This contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first. Vanguard reserves the right to collect 75% of the total service fees should the client choose to terminate the service contract prior to installation of the Licensed Materials. This contract shall automatically renew on the contract date at Vanguard's then current service contract rate unless the Client notifies Vanguard of their desire to cancel within thirty (30) days prior to renewal, otherwise the cancellation date shall be on the date of notification to Vanguard. Vanguard must be notified in writing of any cancellation of service.
- 2. INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 0.25 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
- 3. ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
- 4. CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
- 5. ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
- 6. ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
- 7. LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
- 8. SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - RREM395
Remote Edit Additional Remote \$ 550.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
- 9. MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

SERVICE CONTRACT

Sketch

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WHEREAS, Vanguard owns certain computer application software modules and related materials known as Vanguard Computer Systems software and the Client is presently using or desires to use said system under license from Vanguard and in connection with such use Vanguard agrees to provide the Client with the following services as applicable:

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2. **INSTALLATION AND TRAINING.** Vanguard shall install and test the software on the Client's equipment. Up to 8 hours of hands-on, on-site training, working with the Client's personnel will be provided by Vanguard under this Contract. All time for installation, training and Vanguard's staff travel time will count against and be deducted from the service contract time balance. See item 6 for additional installations.
3. **ENHANCEMENTS, UPDATES AND VERSION CONTROL.** As Vanguard continues to improve on the basic program, and work on suggestions for features and improvements from users, Client will automatically receive during the term of this service contract, provided Client is current and not in default of any payments due Vanguard, all updating information; i.e. cost table revisions, current function enhancements, etc. as and when released by Vanguard, for the modules of the Vanguard Computer Systems software for which Client has a license and maintains this Service Contract. However, this service contract does not include future programs such as, but not limited to, the professional version, income module, data conversion due to software rewrite because of operating system changes, data conversion from other vendor's software, etc. Upon receipt of the newest version of the modules, the Client will only be entitled to receive telephone consultation on prior versions of the modules for no more than one hundred eighty (180) days without additional charge, unless there was prior written consent between the Client and Vanguard. Telephone consultation after one hundred eighty (180) days with respect to prior versions of the modules will be available at our then current normal service fee rate (call for current rate).
4. **CONSULTATION.** All service contract holders have unlimited telephone consultation privileges during normal business hours which relate to operation of Vanguard Computer Systems software (VCS). All non-VCS telephone consultation (such as hardware operations or malfunction, third party software operation or integration, etc.) will be charged at the then current normal telephone service fee rate (call for current rate). Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
5. **ADDITIONAL SERVICES.** Additional training and on-site consultation, such as manual level studies, look-up table maintenance, jurisdictional adjustments to data, etc. shall be available at Vanguard's then current normal service fee rate. All staff travel time will be charged at the per diem rate. A minimum charge of one day per instance will be billed. Service PLUS contracts for additional time may be purchased at a reduced service fee rate (call for rate).
6. **ADDITIONAL INSTALLATIONS.** If additional copies of the program were installed on additional computers in the client's office, the terms of this Contract shall apply to additional installations in the same manner as the original installation.
7. **LIMITED WARRANTY.** Vanguard shall perform its services hereunder in a workmanlike manner. Vanguard does not warrant that the services will be error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE CONTRACT, VANGUARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. In no event shall Vanguard be liable to Client or any other person for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vanguard knew or should have known of the possibility of such damages. In no event shall Vanguard's cumulative liability for any claim arising in connection with this Service Contract exceed the total fees and charges paid to Vanguard under this Service Contract during the last 12 months. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Contract, may be brought by Client more than 1 year after such cause of action accrued.
8. **SERVICE CONTRACT FEES.** The total service contract fee for the term is as follows:
License - SK0263
Sketch \$ 1300.00
All payments to Vanguard under this Service Contract shall be payable in the U.S. dollars and shall be net of any and all taxes, withholdings, setoffs, or deductions of any nature.
9. **MISCELLANEOUS.** This Contract (a) constitutes the entire agreement between the parties concerning the subject matter hereof; (b) may be amended only by a writing signed by both parties; (c) shall be governed by the laws of the State of Iowa, without regard to conflicts of law provisions. Should Client commence any legal action against Vanguard arising out of the Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the state courts located in Morton County, North Dakota or the US District Court of North Dakota, and Vanguard agrees to submit to the jurisdiction of such courts, and should Vanguard commence any legal action against Client arising out of this Agreement, or the enforcement of any terms and conditions hereof, the parties agree that any such action may be commenced in the federal or state courts located in Cedar Rapids, Iowa, and Client agrees to submit to the jurisdiction of such courts. If any provision in this Contract should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Contract if no such modification is possible, and other provisions of this Contract shall remain in full force and effect; A waiver by either party of any term or condition of this Contract or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

Vanguard Appraisals, Inc.

**SERVICE CONTRACT
Signature Page**

VANGUARD APPRAISALS, INC.

By: _____
Brad M. Miller, Senior Vice President/CIO
Dated: September 30, 2013

**ND0029
Mandan City**

By: _____
Official Title: _____
Date: _____

Mandan City *(Additional signature if required by jurisdiction.)*

By: _____
Official Title: _____
Date: _____

- COMP144** Component Commercial/Industrial Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- EQUITY137** Comparable Search Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- MFTRX181** PC Import Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- NET0222** Network Upgrade(incl.1 workstation)(+3 additional workstations) Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- PCOM244** Precomputed Commercial/Industrial Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- PIC0255** PhotoVision Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- PRO0109** Pro Version Upgrade Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- RES3253** Residential Pricing Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- RNET183**
- w/RREM394** Remote Edit (Incl Master +1 remote) Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- RREM395** Remote Edit Additional Remote Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.
- SK0263** Sketch Contract is for a two year period upon software installation or commencing on 01/30/2014 whichever comes first.



Vanguard Appraisals, Inc.
 1065 Sierra Ct. N. E.
 Suite D
 Cedar Rapids, IA 52402

INVOICE

| DATE | INVOICE # |
|----------|-----------|
| 1/1/2014 | 10509 |

| |
|---|
| BILL TO |
| Mandan City Assessor 205 2nd Ave NW Mandan, ND 58554-3125 |

NOTE: Balance not due until installed.

| | |
|-----------|----------------|
| Account # | License Number |
| ND0029 | Conversion |

| QTY/YRS | ITEM | DESCRIPTION | INSTALLED | AMOUNT |
|---------|-------------------|--|-----------|-----------|
| 1 | Parcel Conversion | CAMA Conversion from existing program. [Take existing identification data fields, i.e.:Parcel Number, House Number, Street Address, City, State, Zip, Legal Description, (Section Township, Range), Location/Classification. Also convert if possible: notes, land, yard, photos, history, res bldg, sketches, sales, and permits.] (*This is an estimate only, current data files will need to be viewed to give a more accurate estimate. Estimated cost is: \$18,000.00 depending on the files and cooperation of the Assessor's office and/or Assessor's third-party vendor. Amount could be exceeded.) (Based on 8,500 parcels) | | 18,000.00 |

| | | |
|-------------------------|--|-------------|
| Total | | \$18,000.00 |
| Payments/Credits | | \$0.00 |
| Balance Due | | \$18,000.00 |

City of Mandan Payment Schedule - two year

| | 2014 | 2015 | *2016 |
|--------------------------|-----------------|-----------------|----------------|
| CAMA | \$21,500 | \$21,500 | \$9,200 |
| Create/Conversion | \$18,000 | | |
| Total | \$39,500 | \$21,500 | \$9,200 |

***Estimated service renewal for 2016**

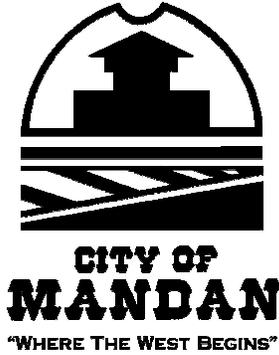
Follwing modules are included in the prices above:

**Residential
Photovision
Sketch
Precomputed Commercial
Component Commercial
ProVersion
Comparable Search
PC Import
Remote Edit +1 additional (total 2)
Network Upgrade (Total 4 workstations)**

Please send all correspondence and payments to:

**Vanguard Appraisals, Inc
1065 Sierra Ct NE Suite D**

Follwing modules are included in the prices above:



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 10, 2013
SUBMITTING DEPARTMENT: Building Inspection Dept.
DEPARTMENT DIRECTOR: Doug Lalim
PRESENTER: Doug Lalim, Dept. Manager
SUBJECT: Consider transferring Capital Outlay funds from the 2014 Building Inspection Department Budget to purchase Department vehicle in 2013.

STATEMENT/PURPOSE: Consider transferring funds from the approved 2014 Building Inspection Department Budget to the 2013 Building Inspection Department Budget to purchase Dept. Vehicle in 2013 to take advantage of not repairing the current auto. The vehicle is an approved budget item in the 2014 budget.

BACKGROUND/ALTERNATIVES: Our 2014 Budget request for trading the Departments 2001 Chevy Malibu with 189,000 miles was needing major repairs before winter. We received three quotes, Bill Barth Ford, Schwan GMC and Kupper Chevrolet. The Budget allowed 14,500.00 plus the trade of the 2001 Chevy Malibu. I researched the best value and lowest mileage vehicle from each dealer. In summary, Jim Neubauer and I reviewed the three quotes and made a recommendation to purchase a 2007 Ford Edge from Bill Barth Ford for 14,500 plus the trade.

FISCAL IMPACT: Finance Director Welch recommends transferring funds from the 2014 Building Inspection Department Budget, already approved and allocated, to the 2013 Building Inspection Department Budget, which can be supported by the General Fund.

STAFF IMPACT: N/A

LEGAL REVIEW: Yes

RECOMMENDATION: I recommend transferring \$14,500 from the 2014 Building Inspection Department Budget, already approved and allocated, to the 2013 Building Inspection Department Budget to purchase The 2007 Ford Edge from Bill Barth Ford in 2013.

SUGGESTED MOTION: Move to transfer \$14,500 from the 2014 Building Inspection Department Budget, already approved and allocated, to the 2013 Building Inspection Department Budget to purchase the 2007 Ford Edge from Bill Barth Ford in 2013.

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider transferring Capital Outlay funds from the 2014 Building Inspection Department Budget to purchase Department vehicle in 2013.

Page 2 of 4

2nd choice



PO Box 160
3205 Memorial Hwy.
Mandan, ND 58554
701-663-9564

PURCHASE AGREEMENT

SALESPERSON **Joel Husebye** DATE **10/2/2013**

PURCHASED VEHICLE TO BE TITLED AS FOLLOWS: STOCK NO. **T3703B**

PURCHASER(S) **Mr. City Of Mandan** H. PHONE **(701) 667-3230** CELL PHONE

ADDRESS **205 2ND AVE NW** CITY **Mandan** COUNTY STATE **ND** ZIP **58554-3125**

| | | | | | | |
|---|--------------|-------------|---------------------|--|--|--|
| CUSTOMER INFORMATION | CURRENT PMT. | BIRTHDATE | SOCIAL SECURITY NO. | | LICENSE PLATE NO. and EXP. | |
| <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED Damage over \$8,000/40% | YEAR | MAKE | MODEL | TRIM LEVEL | V.I.N. | |
| <input type="checkbox"/> Y <input type="checkbox"/> N | 2007 | Ford | Edge | AWD 4dr SEL | 2 F M D K 4 8 C 7 7 B B 6 4 7 0 7 | |
| ENGINE | TRANS. | COLOR | MILES | OTHER OPTIONS | | |
| <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 6 <input type="checkbox"/> 8 <input type="checkbox"/> 10 <input type="checkbox"/> D <input type="checkbox"/> A | SPD | Tan | 60,386 | <input type="checkbox"/> PW <input type="checkbox"/> PL <input type="checkbox"/> CC <input type="checkbox"/> AC <input type="checkbox"/> CD <input type="checkbox"/> LTHR <input type="checkbox"/> MN ROOF | | |

PAYOFF \$ LIEN HOLDER GOOD THRU

CUSTOMER WILL OWN NOW IF FIGURES ARE AGREEABLE:

EQUIPMENT TO BE ADDED: **16775**

Vehicle Market Value: 15658

Trade In Market Value: N.T.

Sub Total: 15658

CUSTOMER SERVICES: + fee

Payoff on Trade: 15,258
- 800

SAVE MONEY with more down payment!
LOWER BALANCE equals LOWER PAYMENTS,
LESS finance charges & SHORTER TRADE CYCLE.

SAVE MORE with shorter term financing!
PAY LESS in total finance charges!
LOWER the total of payments for your vehicle!

YOUR CASH INVESTMENT OF 14,617 DETERMINES YOUR PAYMENTS OF

| | | | | | | |
|--|--------|-------------|---|--|--|--|
| USED | YEAR | MAKE | MODEL | TRIM LEVEL | V.I.N. | |
| <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED Damage over \$8,000/40% | | N.T. | | | | |
| <input type="checkbox"/> Y <input type="checkbox"/> N | | | 2 dr. <input type="checkbox"/> 4 dr. <input type="checkbox"/> | | ODOMETER: Over 100,000 <input type="checkbox"/> UNK <input type="checkbox"/> | |
| ENGINE | TRANS. | COLOR | MILES | OTHER OPTIONS | | |
| <input type="checkbox"/> 4 <input type="checkbox"/> 6 <input type="checkbox"/> 8 <input type="checkbox"/> 10 <input type="checkbox"/> D <input type="checkbox"/> A | SPD | | | <input type="checkbox"/> PW <input type="checkbox"/> PL <input type="checkbox"/> CC <input type="checkbox"/> AC <input type="checkbox"/> CD <input type="checkbox"/> LTHR <input type="checkbox"/> MN ROOF | | |

This is an offer to purchase this vehicle today. NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit and employment history for the purpose of vehicle sale.

BUYER _____ DATE _____ MANAGER _____ DATE _____

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider transferring Capital Outlay funds from the 2014 Building Inspection Department Budget to purchase Department vehicle in 2013.

Page 3 of 4

1st Choice



1500 2nd Street NE
Mandan, ND 58554-1145
(701) 663-9851
Fax (701) 663-7627
1-800-732-9475

City O Mandan
BUYER _____ CO-BUYER _____
205 2nd Ave NW
STREET ADDRESS _____
Mandan ND 58554
CITY STATE ZIP CODE
EMAIL
(701) 667-3230 (701) 667-3230 (701) 667-4050
RES. PHONE BUS. PHONE CELL PHONE

Al Braun 10/07/2013
SALES CONSULTANT DATE DEAL #

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW USED DEMO CAR TRUCK

YEAR 2010 MAKE Chrysler

MODEL OR SERIES Town & Country BODY TYPE Van COLOR maroon MILES 34586 STOCK NO. q2700-1

TO BE DELIVERED ON OR ABOUT SERIAL NO. 2A4RR5D18AR250141

| | | | | | |
|--|----|--------------|---|--|---------|
| BEST PRICE MSRP | \$ | | TOTAL SELLING PRICE FROM BOTTOM OF L. H. COL. | | |
| BEST PRICE | | 15990.00 | ALLOWANCE ON TRADE-IN | | |
| TRADE ALLOWANCE | | -1000.00 | DIFFERENCE | | |
| DIFFERENCE | | 14990.00 | ACCESSORIES | | |
| FACTORY REBATES | | | SALES TAX ON ACCESSORIES | | |
| | | | SALES TAX | | |
| | | | LICENSE AND TITLE | | |
| VEHICLE EQUIPMENT | | \$ 14,500.00 | LICENSE PLATE CREDIT | | |
| 6 cyl | | | PLUS AMOUNT OWED ON TRADE | | |
| Auto | | | SERVICE CONTRACT | | |
| AW | | | DOCUMENTATION FEE | | \$79.50 |
| Tilt | | | | | |
| CRUZ | | | SUB TOTAL | | |
| Pwr | | | Deposit on Order | | |
| PLKS | | | Cash on Delivery | | |
| CD | | | REBATE TO KUPPER | | |
| Alloys | | | GM CARD REBATE # | | |
| | | | | | |
| | | | TOTAL BALANCE DUE | | |
| | | | LIEN TO: | | |
| | | | | | |
| | | | USED CAR TRADE-IN AND / OR OTHER CREDITS | | |
| | | | MAKE OF TRADE-IN Chevrolet MILES YEAR 2001 | | |
| | | | LICENSE: TAB EXPIRES: | | |
| | | | MODEL Malibu COLOR | | |
| | | | EQUIPMENT | | |
| | | | SERIAL NO. 1G1ND52J41M658288 | | |
| | | | BALANCE OWED TO: | | |
| SELLING PRICE OF DESCRIBED MOTOR VEHICLE | \$ | | | | |

Would not come Down To Budget

Any warranties on the products sold hereby are those of the manufacturer. As between this retail seller and buyer, the product is to be sold AS IS and the entire risk as to the quality and performance of the product is with the buyer. The seller expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The buyer acknowledges being so informed prior to the sale.

NEW VEHICLE SOLD WITH MANUFACTURERS NEW VEHICLE WARRANTY ONLY
 USED VEHICLE SOLD "AS IS" AND "WITH ALL FAULTS."
"WE DO NOT GUARANTEE ODOMETER MILEAGE ON ANY UNIT."

Purchaser agrees that this Order includes all of its terms and conditions on both the face and reverse side hereof, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchase by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

"INSURANCE"

NO VERBAL ORDERS-THIS IS COMPLETE AGREEMENT

ACCEPTED BY _____
DEALER OR HIS AUTHORIZED REPRESENTATIVE
NOT VALID UNLESS ACCEPTED BY MANAGEMENT

PURCHASER'S SIGNATURE
DATE _____
NOT VALID UNLESS ACCEPTED BY MANAGEMENT

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider transferring Capital Outlay funds from the 2014 Building Inspection Department Budget to purchase Department vehicle in 2013.

Page 4 of 4

3rd choice

Schwan Buick GMC Cadillac Propo



exclusively for MANDAN CITY OF BUILDING INSPECTION
By: Scott Senn

VEHICLE INFORMATION

| | | | | |
|----------------|--------------------------|--------------|-------------------------|------------------|
| STOCK # | <u>379104</u> | YEAR | <u>2007</u> | October 07, 2013 |
| VIN # | <u>1A8HW58P97F528815</u> | MAKE | <u>Chrysler</u> | |
| MILEAGE | <u>66770</u> | MODEL | <u>Aspen 4WD</u> | |
| ENGINE | <u>4.7</u> | STYLE | <u>4d Wagon Limited</u> | |
| TRANS. | <u>Automatic</u> | COLOR | <u>White Diamond</u> | |

VEHICLE EQUIPMENT LIST

| | |
|------------------------|------------------------|
| Air Conditioning | Power Door Locks |
| Power Steering | Power Windows |
| AM/FM Stereo | Roof Rack |
| ABS (4-Wheel) | Running Boards |
| Wheels: Aluminum/Alloy | Seat: Power Driver |
| Cruise Control | Air Bags (Side): Front |
| CD: Single Disc | Privacy Glass |
| Wheels: Premium | Towing Pkg |
| Air Conditioning: Rear | Tilt Wheel |
| Parking Sensors | 4WD |

Kelley Blue \$19,272.00
Sale Price \$14,995.00
Trade Value \$995.00

Notes:

Tax Savings
Total Trade
Factory Cash \$0.00
Your Price \$14,000.00
+ Tax
+ Payoff \$0.00
Total \$14,129.00
Balance Due \$14,129.00

-- All payments and rate quotes are approximate and subject to approved credit --

MANDAN CITY OF BUILDING INSPECTOR Acceptance _____

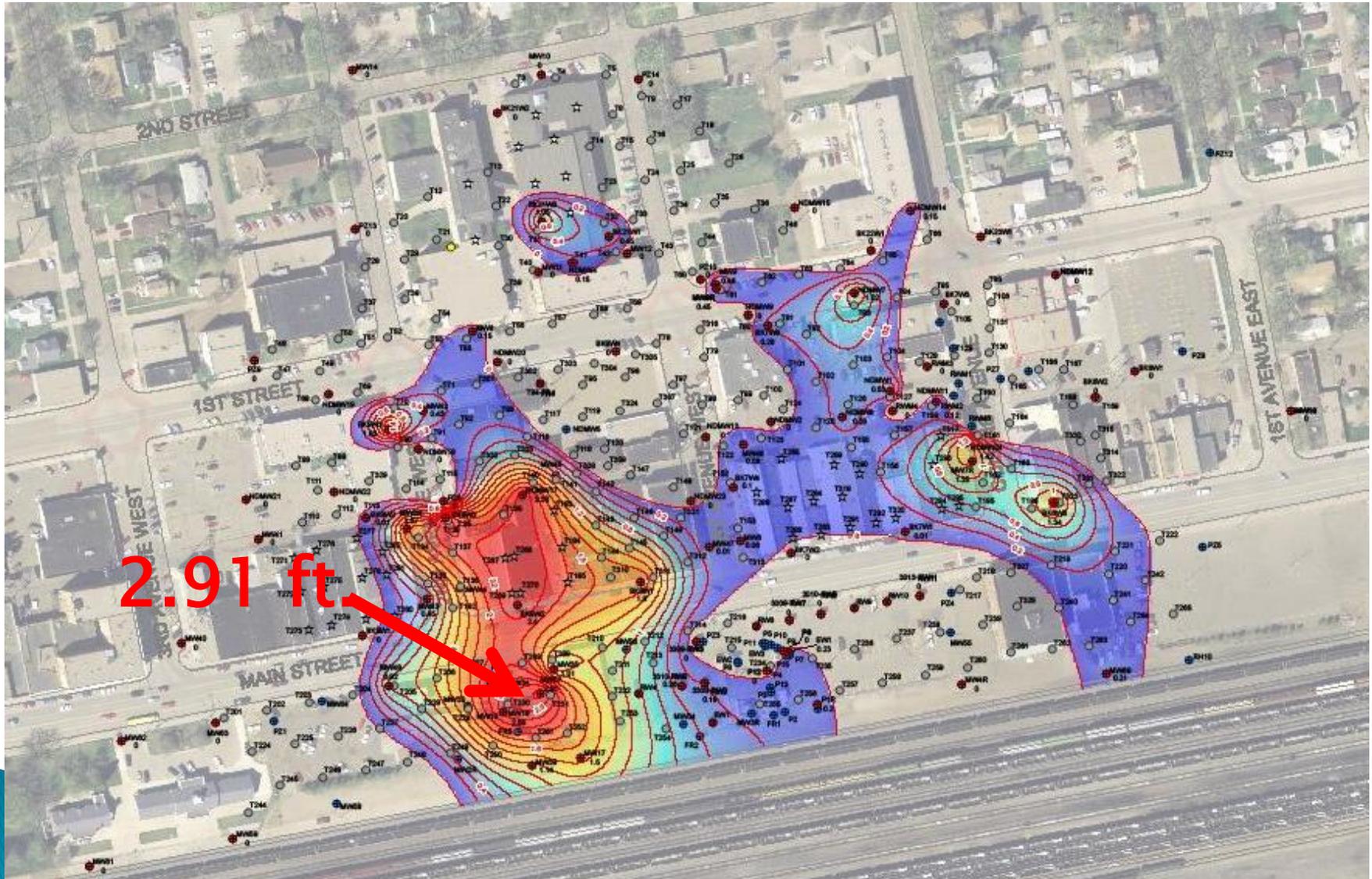
Dealer Signature _____

New Business No. 1

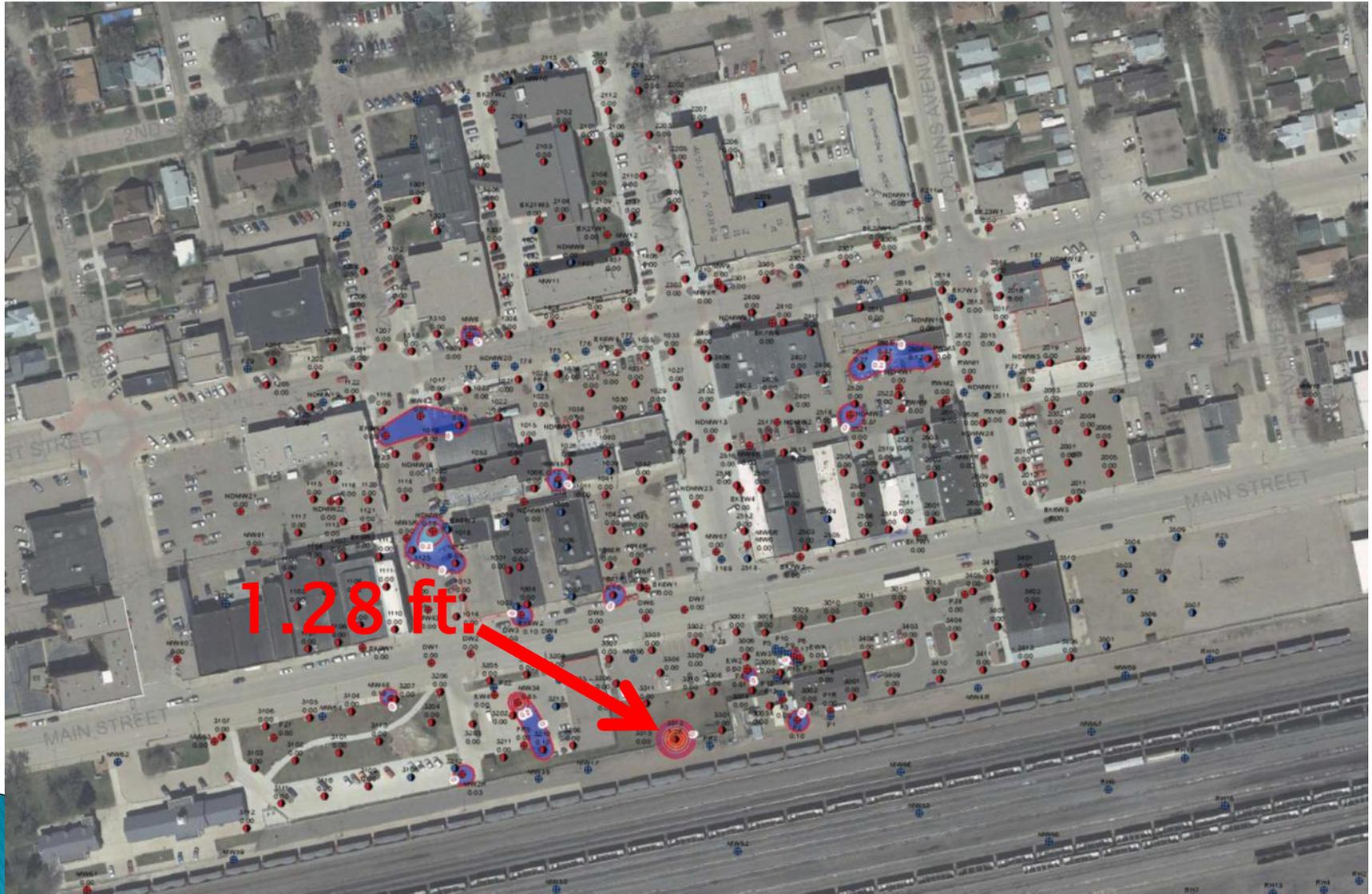
Mandan Downtown Remediation System Update

Dave Glatt
ND Department of Health
Environmental Health Section
October 15, 2013

September 2006 Fuel Thickness



August 2013 Fuel Thickness

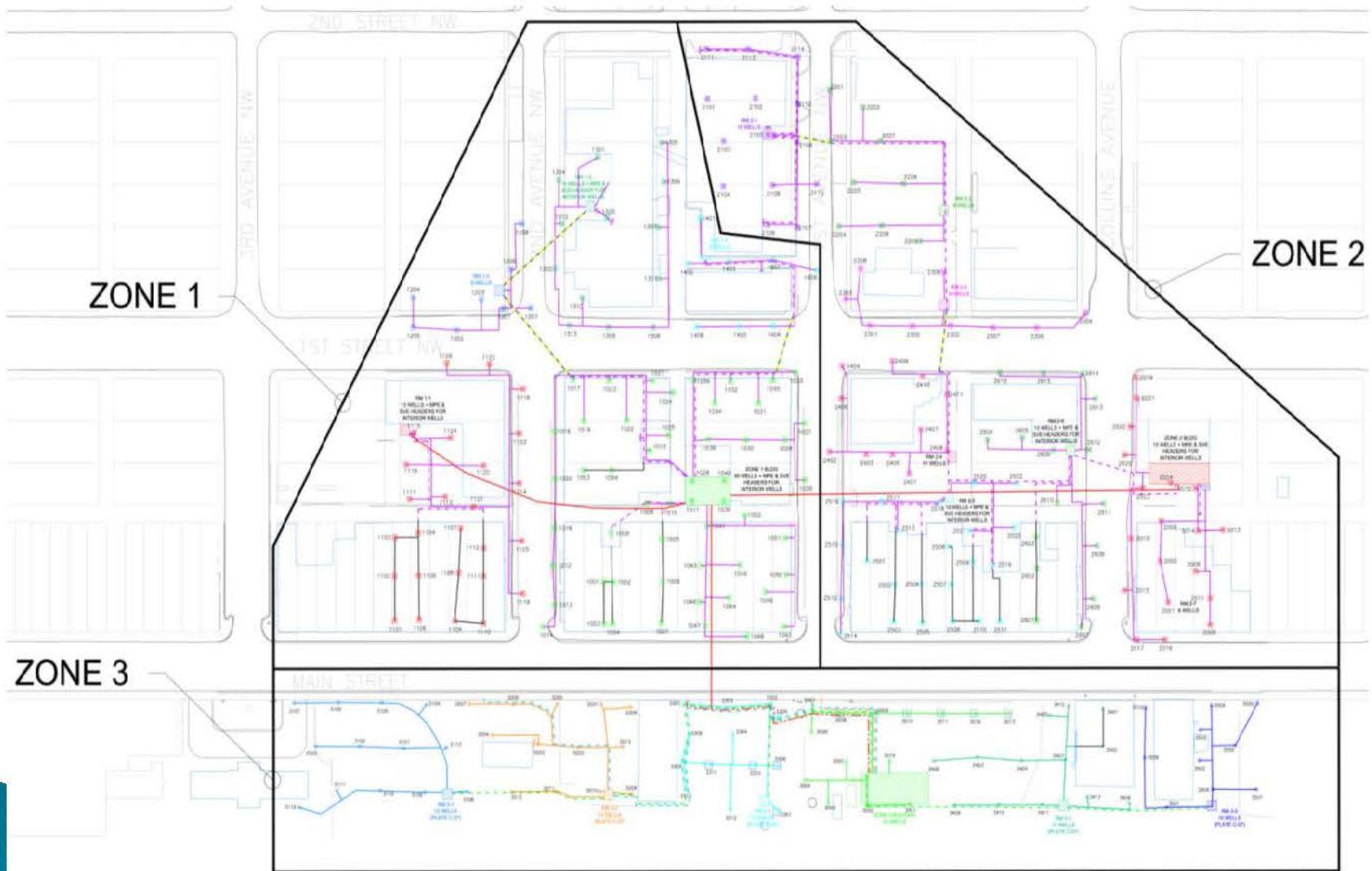


Cumulative Fuel Recovery

| Component | Gallons |
|------------------------|---------|
| VOC Vapor | 599 |
| Gasoline Vapor | 11,718 |
| Diesel Vapor | 20,929 |
| Free Phase Liquid Fuel | 77,857 |
| Bioremediation | 242,859 |
| TOTAL* | 353,962 |

*Note: 117,019 pounds of Methane are not included in the total number of gallons recovered.

Remediation System Layout



Closure Criteria Goals

- ▶ Goal = Fuel thickness < 0.02 feet for at least 2 consecutive quarters
 - ▶ Minimum criteria is < 0.1 feet for at least 2 consecutive quarters
 - ▶ Prefer water table elevation approximately 1629' or less
 - ▶ Water table criteria is flexible due to high water table in recent years
- 

Depot Area - Remote Manifold 3-1



Product Thickness
 High : 0.85 feet
 Low : 0.00 feet

Product Thickness Contour (feet)
 ●/● Monitoring / Remedial Well Not Measured
 ●/● Monitoring / Remedial Well Measured
 0.03 Product Thickness (feet)



Prepared By:
LEGGETTE, BRASHEARS & GRAHAM, INC.
 Professional Groundwater and
 Environmental Engineering Services
 140 East Hinks Lane, Suite 126
 Sioux Falls, SD 57104
 (605) 334-6000

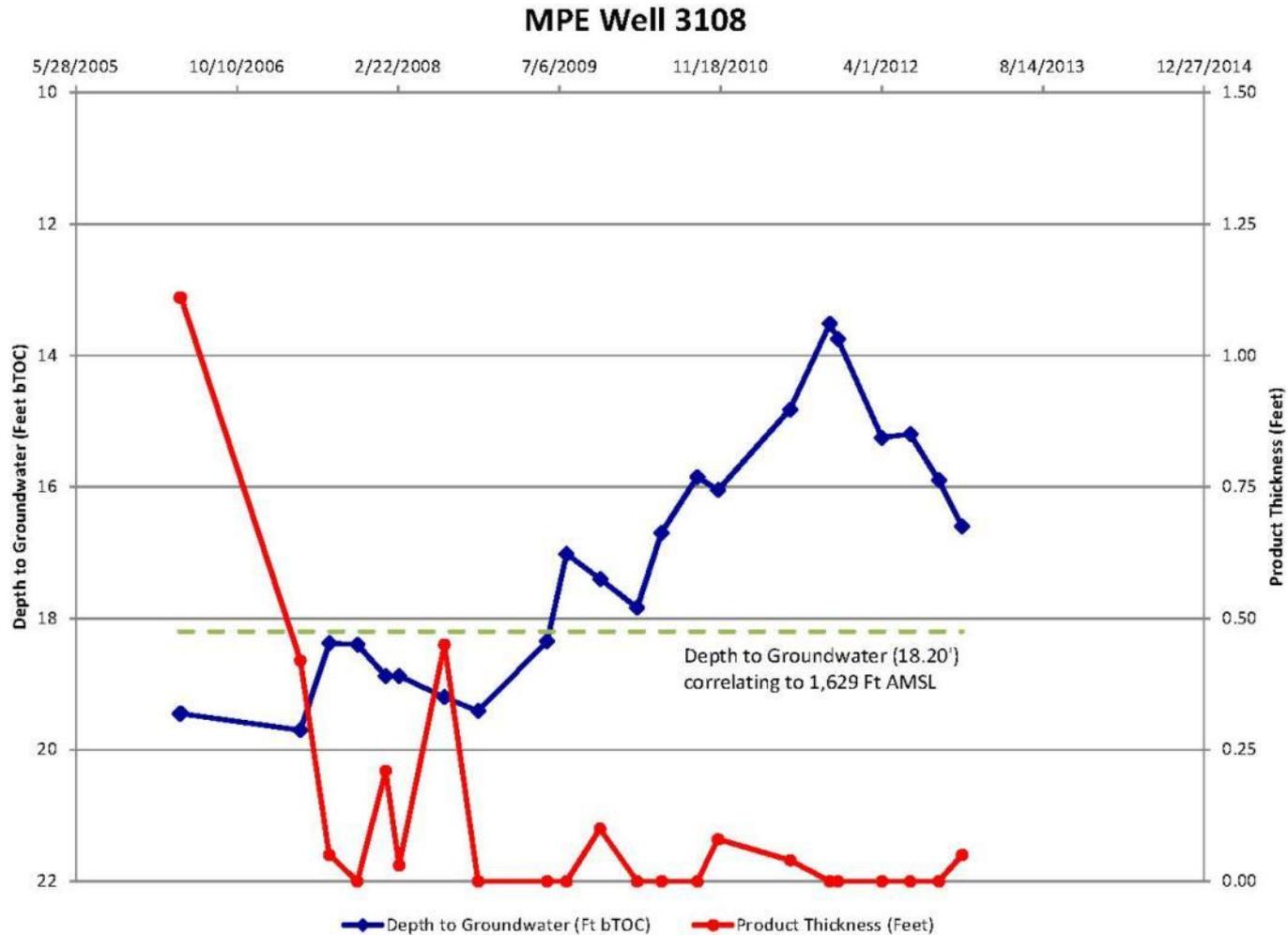
MANDAN REMEDIATION PROJECT
 MANDAN, NORTH DAKOTA

PRODUCT THICKNESS JUNE THROUGH JULY 2013
 RM 3-1 AREA

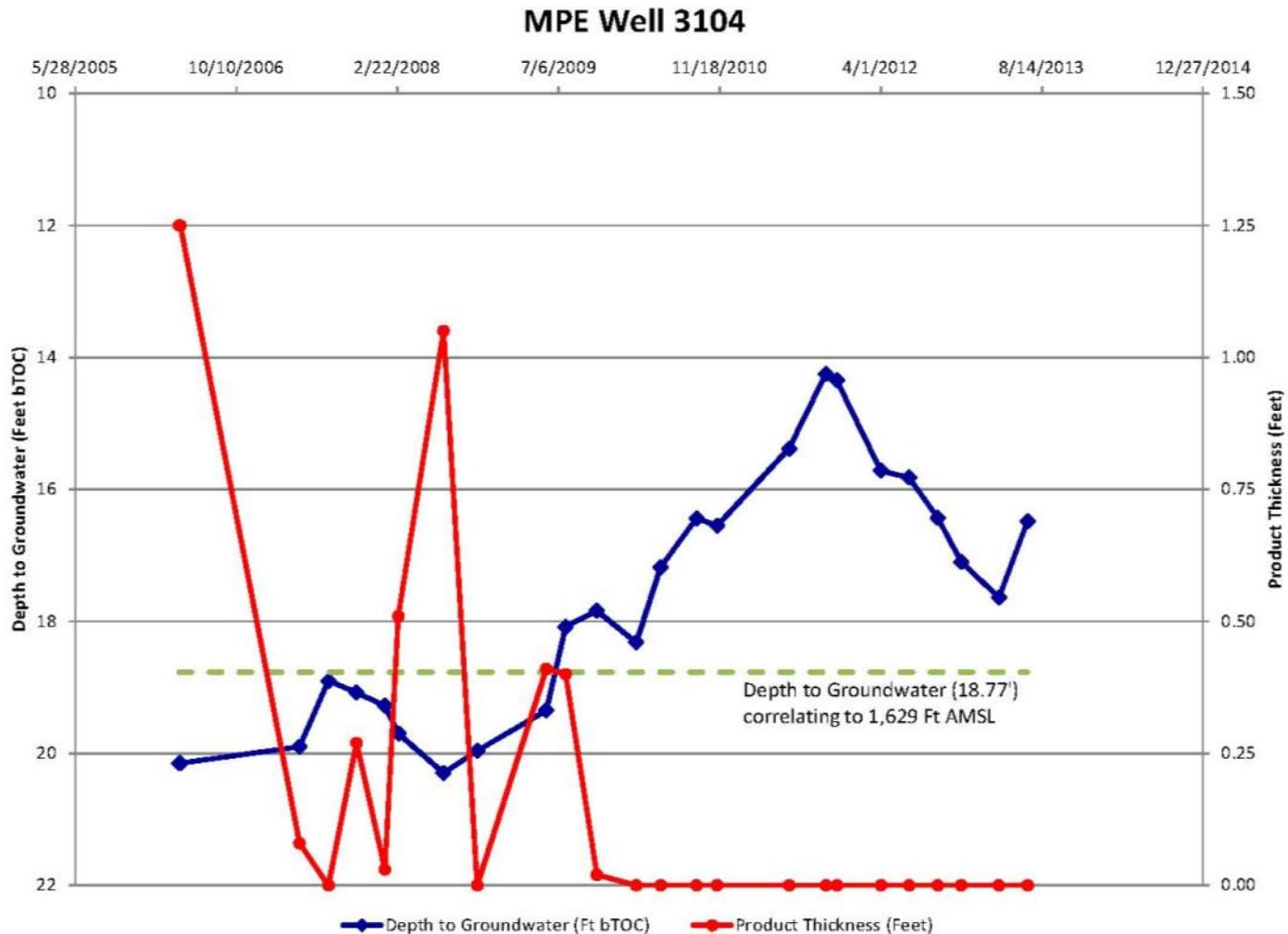
| | | |
|-----------------------|----------------|-----------|
| FILE: G3MANDAN08S.MXD | DATE: 9/4/2013 | FIGURE: 1 |
|-----------------------|----------------|-----------|

Source: May 2009 aerial photo (City of Mandan).

- ▶ Well 3108 has meet fuel thickness criteria since 2010



- ▶ All other wells in RM 3-1 have meet fuel thickness criteria for extended period



Recommendation

- ▶ Shut down operation of all wells in Remote Manifold 3-1 in the Depot Area
 - ▶ Abandon all these wells except 3109 and 3111 along railyard boundary
 - ▶ Keep wells 3109 and 3111 for long term monitoring
 - ▶ Abandon and remove Remote Manifold 3-1 building and surface piping
- 

Area North of 1st Street



- | | |
|--------------------------|---|
| Product Thickness | Product Thickness Contour (feet) |
| High : 0.85 feet | ●/● Monitoring / Remedial Well Not Measured |
| Low : 0.00 feet | ●/● Monitoring / Remedial Well Measured |
| | 0.03 Product Thickness (feet) |

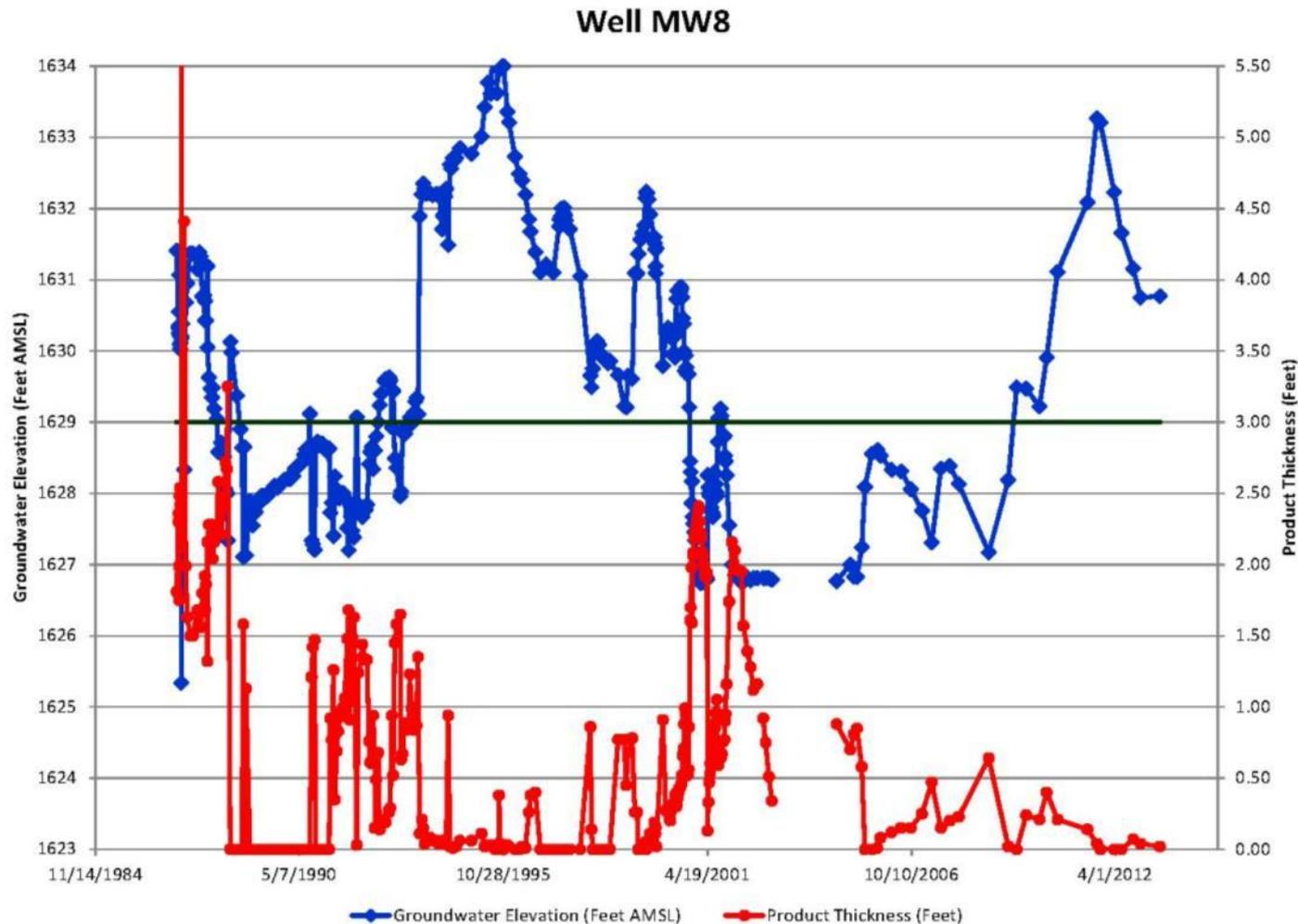


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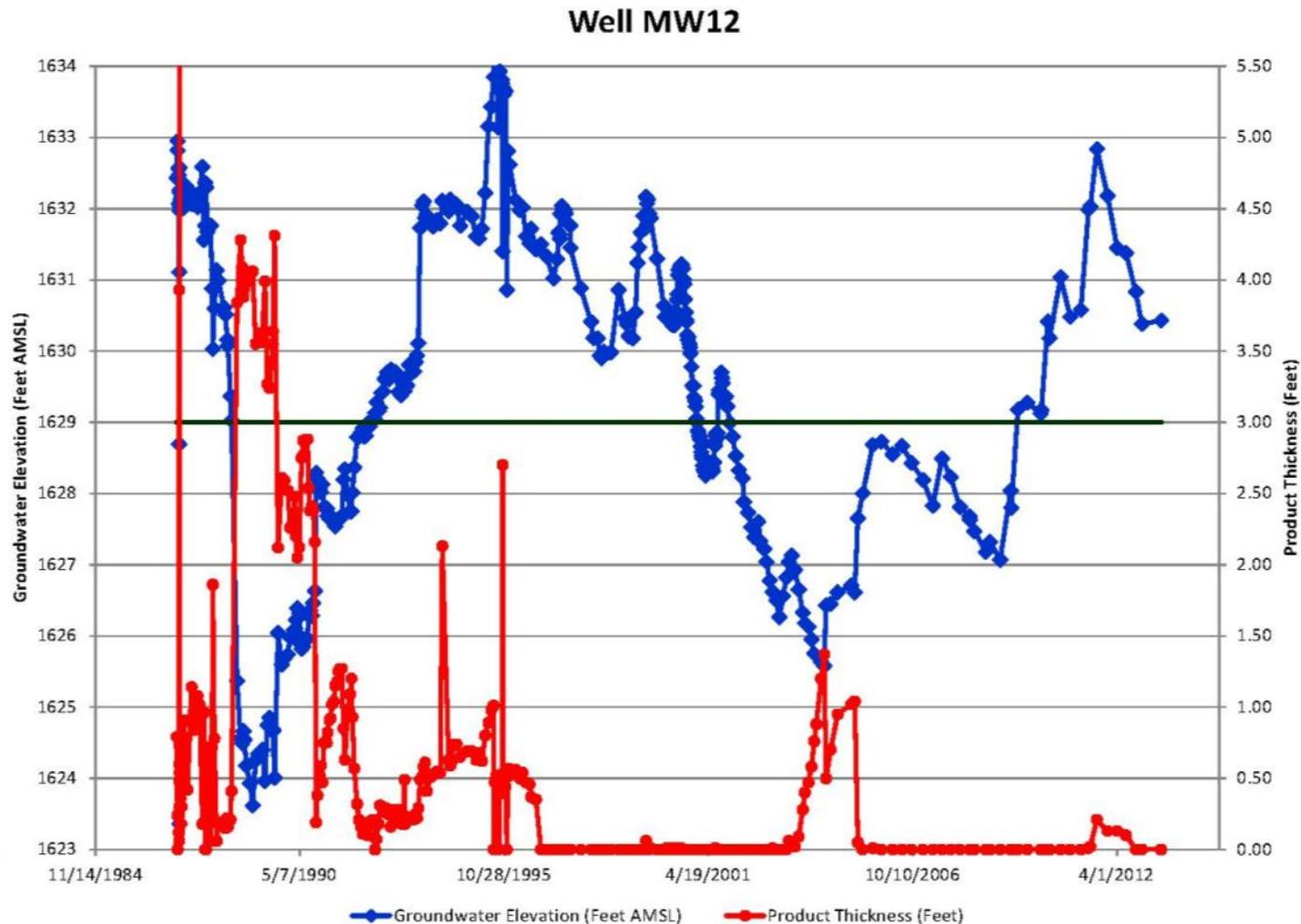
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|--|-----------------|-----------|
| MANDAN REMEDIATION PROJECT | | |
| MANDAN, NORTH DAKOTA | | |
| PRODUCT THICKNESS JUNE THROUGH JULY 2013 | | |
| NORTH OF 1ST STREET | | |
| FILE | G3MANDAN08T.MXD | DATE |
| | | 9/11/2013 |
| FIGURE | | 1 |

Source: May 2009 aerial photo (City of Mandan).

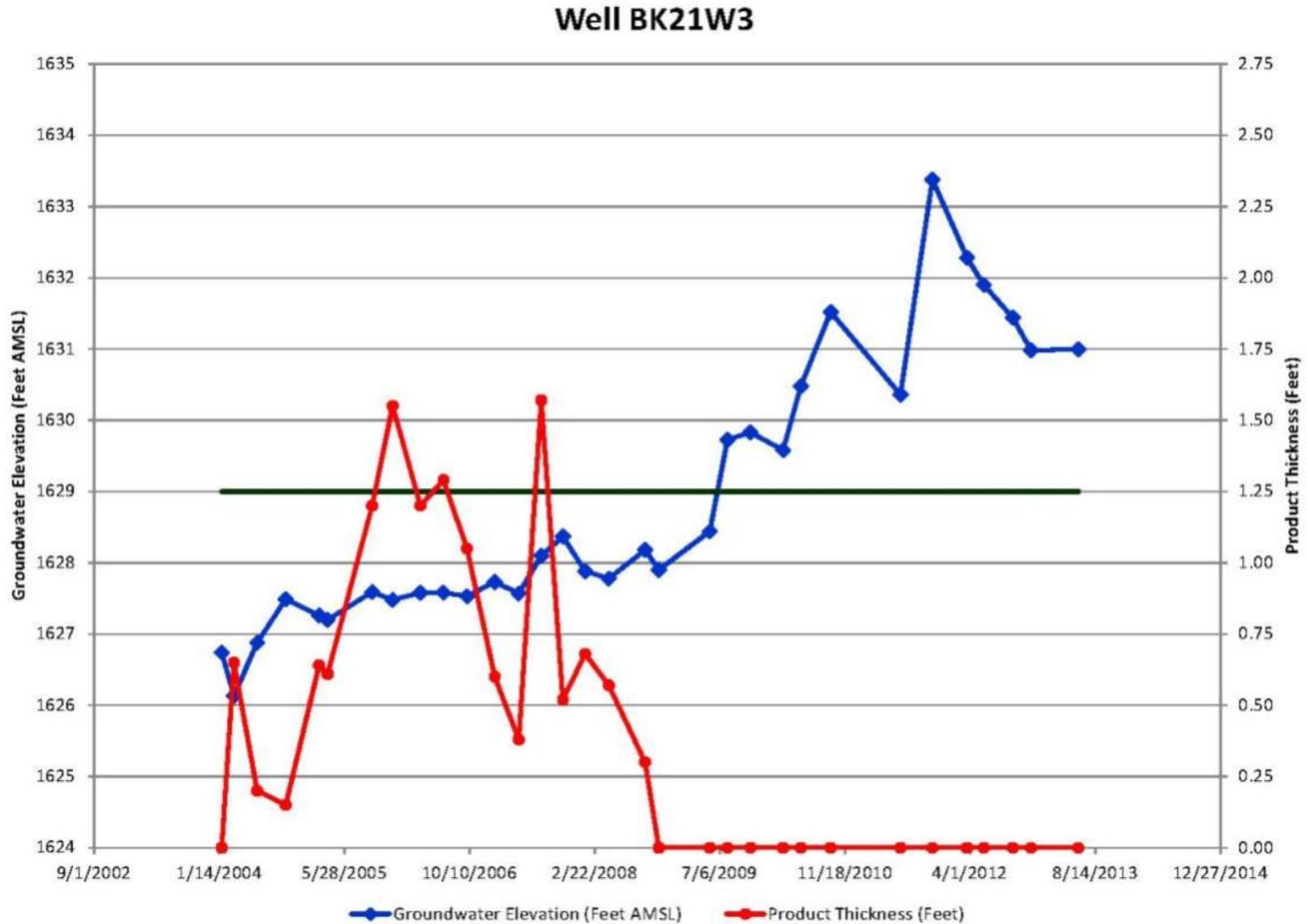
- ▶ Well MW8 has meet fuel thickness criteria since 2010 but still has trace of fuel



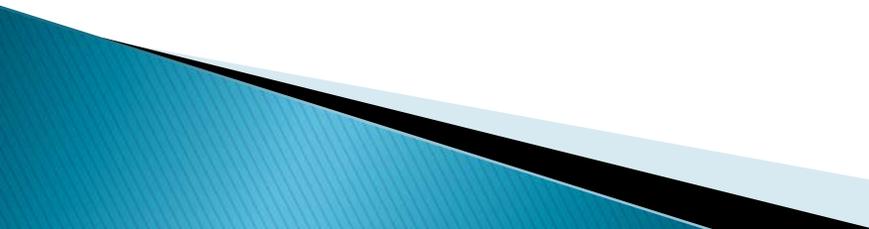
- ▶ Well MW12 has meet fuel thickness criteria since 2012 but had exceedance in 2011



- ▶ All other wells north of 1st Street have meet fuel thickness criteria for extended period



Recommendation

- ▶ Shut down and abandon all wells and Remote Manifold buildings in RM 1-2, 1-4, 2-2 and 2-3
 - ▶ Abandon all the wells in RM 1-3 except 1309 or 1310, to use as vacuum source for focused recovery in MW8
 - ▶ Abandon all the wells in RM 2-1 except 2109 to use as vacuum source for focused recovery in MW12 and LEC basement
- 

LBG summary

MANDAN REMEDIATION TRUST
MANDAN, NORTH DAKOTA

NORTH OF 1ST STREET AREA SUMMARY OF MONITOR WELL COMPLIANCE STATUS

| WELL | GRAPH PRESENTED? | COMPLIANCE STATUS | | | DATE RANGE FOR WHICH BOTH PRODUCT AND GW CRITERIAL ARE BOTH MET | | RECOMMENDATION | REMARKS |
|--------|------------------|-------------------|-----|------|---|--------|--------------------|---|
| | | PRODUCT | GW | BOTH | From | TO | | |
| BK21W1 | Yes | Yes | No | No | N/A | N/A | Abandon | Compliant product since May 09 |
| BK21W2 | No | Yes | Yes | Yes | Mar-04 | May-09 | Abandon | Product never present, GW elevation >1629 since Aug 09 |
| BK21W3 | Yes | Yes | Yes | Yes | Nov-08 | May-09 | Abandon | No product since Nov 08, GW elevation >1629 since Aug 09 |
| BK22W1 | No | Yes | Yes | Yes | Jan-04 | Oct-08 | Abandon | Product never present, GW elevation >1629 since Aug 09 |
| BK23W1 | No | Yes | Yes | Yes | Feb-05 | Jun-09 | Abandon | Product once in 05 @ 0.01', GW elevation >1629 since Nov 09 |
| MW-8 | Yes | Yes | No | No | N/A | N/A | Retain | Product compliant since Sept 11 but GW too high, monitored since 1987 |
| MW-9 | Yes | Yes | Yes | Yes | Apr-08 | Jun-09 | Abandon | Product compliant since Apr 08, GW elevation >1629 since Aug 09, monitored since 1987 |
| MW-9R | Yes | Yes | Yes | Yes | Apr-08 | Jun-09 | Abandon | Product compliant since Apr 08, GW elevation >1629 since Aug 09, monitored since 2004 |
| MW-10 | No | Yes | Yes | Yes | Jan-02 | Jun-09 | Abandon | Product compliant since 1987, GW elevation >1629 since Nov 09 |
| MW-11 | Yes | Yes | Yes | Yes | Nov-01 | May-09 | Abandon | Product compliant since 1996, GW elevation >1629 since Aug 09, monitored since 1987 |
| MW-12 | Yes | No | No | No | N/A | N/A | Retain | Non-compliant product in 2012, GW elevation >1629 since Aug 09 |
| MW-13 | No | Yes | Yes | Yes | Feb-02 | Nov-08 | Abandon if present | Product never present, monitoring ceased in Oct 08, well may not be present |
| MW-14 | No | Yes | Yes | Yes | Feb-02 | Jun-09 | Abandon if present | Historic compliant product, GW elevation >1629 since Nov 09, monitoring ceased in Jul 11, well may not be present |
| NDMW4 | Yes | Yes | Yes | Yes | Nov-08 | May-09 | Abandon | Product compliant since Nov 08, GW elevation >1629 since Aug 09 |
| NDMW14 | No | Yes | Yes | Yes | Apr-07 | Jun-09 | Abandon | Product once in 06 @ 0.15', GW elevation >1629 since Aug 09 |
| PZ9 | No | Yes | Yes | Yes | Jan-02 | Sep-06 | Abandon if present | Historic compliant product, monitoring ceased in Aug 06, well may not be present |
| PZ10 | Yes | No | Yes | No | N/A | N/A | Confirm Presence | Non-compliant product in 06 when monitoring ceased, well may not be present |
| PZ11 | No | Yes | Yes | Yes | Oct-01 | Jun-06 | Abandon if present | Product never present, monitoring ceased in Jun 06, well may not be present |
| PZ12 | No | Yes | Yes | Yes | Sep-00 | Jul-07 | Abandon if present | Product never present, monitoring ceased in Jun 07, well may not be present |
| PZ13 | No | Yes | Yes | Yes | Jan-02 | Nov-08 | Abandon if present | Product never present >0.1 feet, monitoring ceased in Nov 08, well may not be present |
| PZ14 | No | Yes | Yes | Yes | Nov-01 | Sep-06 | Abandon if present | Product never present, monitoring ceased in Aug 06, well may not be present |

LBG summary

**MANDAN REMEDIATION TRUST
MANDAN, NORTH DAKOTA**

NORTH OF 1ST STREET AREA SUMMARY OF REMOTE MANIFOLD STATUS

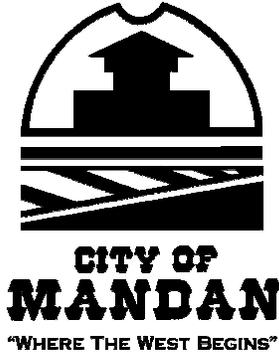
| MANIFOLD | LOCATION | RECOMMENDATION | REMARKS |
|----------|--------------------------------|---|--|
| RM 1-2 | Near City Hall | Abandonment | All recovery wells are compliant with the product closure criteria with no historical presence of product. Recovery wells are not currently compliant with groundwater elevation criteria but were compliant for two years before the August 09 groundwater rise. Proximal well PZ13 has never had product. Proximal well PZ-9 has never had non-compliant product. |
| RM 1-3 | County Courthouse West Lawn | Cease active remediation of recovery wells but do not abandon manifold. Abandon all recovery wells except 1310 or 1309 to provide vacuum. Initiate focused recovery in MW-8. | All recovery wells are compliant with the product closure criteria with no historical presence of product. Recovery wells are not currently compliant with groundwater elevation criteria but were compliant for two years before the August 09 groundwater rise. Proximal well MW-8 is not compliant with closure criteria. |
| RM 1-4 | South of LEC in Alley | Abandonment | All recovery wells are compliant with the product closure criteria with no historical non-compliant product. Recovery wells are not currently compliant with groundwater elevation criteria but were compliant for two years before the August 09 groundwater rise. Proximal wells NDMW4 and MW-11 are compliant with closure criteria. |
| RM 2-1 | LEC East Lawn | Cease active remediation of recovery wells but do not abandon manifold. Abandon all recovery wells except 2109 to provide vacuum. Initiate focused recovery in MW-12. Main system can also continue to provide vacuum for LEC basement until MW-12 becomes compliant. | All recovery wells are compliant with the product closure criteria with no historical presence of product. Recovery wells are not currently compliant with groundwater elevation criteria but were compliant for two years before the August 09 groundwater rise. Proximal wells BK21W3, BK21W2, BK21W1 and MW-10 are compliant with closure criteria. Proximal well MW-12 is not compliant with closure criteria. |
| RM 2-2 | North of Library Square II | Abandonment | All recovery wells remaining after the construction are compliant with the product closure criteria with no historical non-compliant product. Recovery wells are not all currently compliant with groundwater elevation criteria but were compliant for two years before the August 09 groundwater rise. Proximal well PZ14 has never had product. |
| RM 2-3 | SE corner of Library Square II | Abandonment | All recovery wells remaining after the construction are compliant with the product closure criteria with no historical non-compliant product. Recovery wells are not all currently compliant with groundwater elevation criteria but were compliant for two years before the August 09 groundwater rise. Proximal wells MW-9, MW-9R, BK22W1, NDMW14 PZ-11 and BK23W1 are compliant with the closure criteria. Proximal well PZ10 was not compliant when monitoring in the well ceased in 2006. Given the proximity of PZ10 to MW-9 and MW-9R and the compliant status of those wells, it is not likely that product exists in this area. Regardless, the presence of PZ10 should be confirmed for abandonment. |

Finances

- ▶ September 2013 balance = \$7,401,801.08
 - ▶ 2013 total operating cost approx. \$299,000
 - ▶ Future annual operating cost will go down as sections of the remediation system are shut down
- 

Questions?





Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 8, 2013
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Business Development & Communications
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Renaissance Zone Committee Recommendations on Terms & Reappointments

STATEMENT/PURPOSE: To consider recommendations from the Mandan Renaissance Zone Committee for term limits for committee members and reappointments for terms expiring in 2013.

BACKGROUND/ALTERNATIVES: The RZ Committee met Sept. 17.

2ii - The committee discussed whether there should be a limit on the number of three-year terms that a committee member can serve. They voted to recommend terms be limited to two, three-year terms with the option of reapplying thereafter for consideration with any other interested persons.

2iii – The RZ Committee also discussed three positions with terms expiring in 2013. Committee members whose terms expire in 2013 are:

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

All are completing their first term of serve and each expressed interest in continuing to serve on the Renaissance Zone Committee. The committee voted to recommend reappointment of all.

ATTACHMENTS: None

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: n/a

RECOMMENDATION:

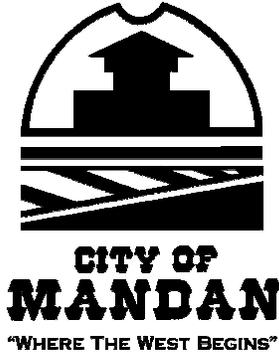
2ii - The RZ Committee voted to recommend approval of terms being limited to two, three-year terms with the option of reapplication thereafter.

2iii - The committee voted to recommend reappointment Darren Haugen, David Leingang and Robert Vayda.

SUGGESTED MOTIONS:

2ii - I move to approve Renaissance Zone Committee terms being limited to two, three-year terms with the option of reapplication thereafter.

2iii – I move to reappoint Darren Haugen, David Leingang and Robert Vayda to the Mandan Renaissance Zone Committee for second, three-year terms from 2014 through 2016.



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 15, 2013
PREPARATION DATE: October 3, 2013
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Business Development & Communications
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: MGF Recommendation on Storefront Improvement Program Revisions

STATEMENT/PURPOSE: To consider a recommendation from the Mandan Growth Fund Committee for revisions to the Storefront Improvement Program.

BACKGROUND/ALTERNATIVES: The MGF Committee met Oct. 3 to review the Storefront Improvement Program, which was created in 2006 and has since provided matching funds for exterior improvements to street-facing sides of 29 properties in Mandan's downtown core and fringe areas. The impetus for the review is a stagnancy in program applications likely due to increased construction costs and a program participation requirement added in 2008, that of an automatic door on at least one building entrance in accordance with municipal code 14-02-15.

Some owners of buildings remaining in need of improvement have explored the program, but to date have declined to move forward with an improvement program due to overall costs.

In August 2013, the City of Bismarck revised its CORE Incentive Programs, which includes a façade grant, to allow for a match of up to \$30,000 per building and up to \$60,000 for a corner building. This is an increase from the previous maximum per building of \$25,000.

To remain competitive as a location for unique restaurants, boutiques and other businesses suited to a downtown location, the Growth Fund Committee voted to recommend an equal level of funding for the Mandan program. Other adjustments to the program are recommended based upon situations encountered and experiences with projects in the last seven years to assure greater public benefit in relation to program cost.

An additional recommendation discussed at the meeting was to mirror Small Business Administration 504 loan requirements for any do-it-yourself (DIY) project by requiring at least one additional bid to that provided by the project applicant. The suggestion may have been inadvertently overlooked in the MGF Committee's final motion.

ATTACHMENTS: 1) Storefront Improvement Program Overview & Application with recommended revisions, 2) City of Mandan Storefront Improvement Program Status Summary, 3) Storefront Project Summary, 4) City of Bismarck Façade Improvement Program Description.

FISCAL IMPACT: The projected balance of funds in the Mandan Growth Fund (established with an annual allocation of \$250,000 in sales tax funds) as of Dec. 31, 2013, is \$87,896 specifically designated for the Storefront Improvement Program and \$496,669 for economic development projects. Rather than tagging funds for specific assistance programs, the Growth Fund has in recent years recommended dealing with applications for various forms of assistance on a case-by-case basis depending upon the availability of overall funds.

STAFF IMPACT: Minimal

LEGAL REVIEW: Attorney Brown has reviewed all information.

RECOMMENDATION: The MGF voted 6-0 to recommend approval of the revisions to the Storefront Improvement Program as indicated. Additionally, I recommend adoption of an additional clause to require two bids for any applicant proposing a do-it-yourself project.

SUGGESTED MOTION: I move to approve the proposed revisions to the Storefront Improvement Program as described.

MANDAN GROWTH FUND FORGIVABLE LOAN

Storefront Improvement Program

2013 Suggested Revisions

Formatted: Centered

Introduction

Visual presentation is an important aspect of marketing and gaining customer loyalty. The exterior appearance of a building is the initial point of interaction between the business operating within and a potential customer. Studies have shown that thoughtful design improvements can often lead to greater sales for a business. The economic vitality as well as the aesthetic quality of each business enterprise is important, and both are linked in part to the success of surrounding commercial establishments. The physical character of downtown Mandan contributes greatly to the overall image of the community for its residents, customers and visitors.

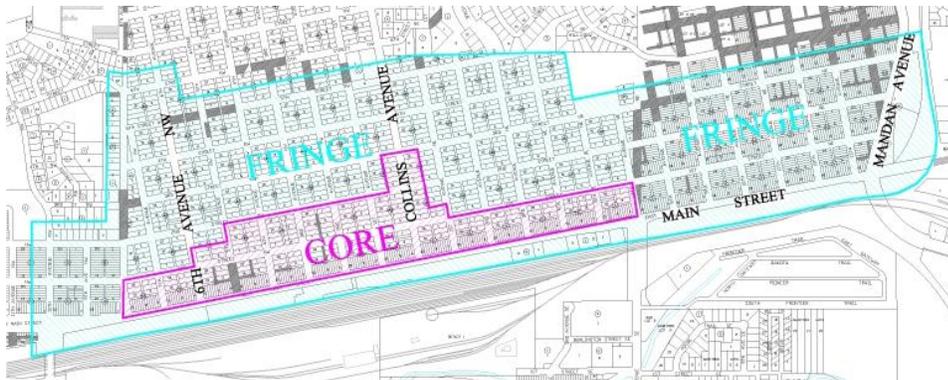
The intent of Mandan's Storefront Rehab program is to:

- enhance, protect and promote downtown Mandan's historic character and unique identity
- renovate the exterior facades of deteriorating buildings in the downtown area,
- improve the appearance of individual building storefronts including signs and awnings or canopies as well as the overall look of the area, and
- leverage private improvements while making revitalization affordable, creative and community-based.

Program Summary

The program is offered through the Mandan Growth Fund and administered by the City of Mandan's Business Development Office. The funding source is a portion of the City's 1 percent sales tax revenue set aside in the Growth Fund for economic development purposes. Availability of funds for the program will depend on the balance in the Growth Fund at the time of application. Funding for qualified applicants is encumbered on a first-come, first-served basis.

Interested commercial property owners may apply for a forgivable loan, not to exceed ~~\$10,000~~\$30,000, for up to 50% of their investment in rehabilitating a building façade. [Buildings located on a corner lot may be eligible for up to double the amount available for one façade depending upon the project and surface area.](#) The building must be located in the Downtown Core or Downtown Fringe districts as defined Mandan Municipal Code 21-04-17.1 and 21-04-17.2 (see map).



The interest-free loan will be pro-rated and forgiven over the course of 3 years contingent upon project completion and the building remaining intact during this period. Any building owner or store proprietor/tenant with lease authority or authorization from the owner may apply for funding. Tenants must have a minimum of two years remaining on their lease. Subject building must be in a commercially-zoned area.

Application and Approval Process

1. Submit completed application to the City of Mandan Business Development Office for preliminary review to assure that all necessary information is provided.
2. Participate in a preliminary review of the application by the Mandan Architectural Review Commission to assure compliance with Downtown Core and Fringe district site and building design standards. Preliminary MARC review allows the applicant to adjust his or her request for a forgivable loan in the event that changes to the proposed project are required or requested. Applicant will be notified of the meeting and asked to attend to present his or her project proposal.
3. Participate in a meeting of the Mandan Growth Fund Committee to review and consider the application including any MARC requirements or requests. Applicants will be notified of the meeting and asked to attend to present their project proposal. The Mandan Growth Fund Committee will review projects and award matching funds in the form of forgivable loans using the following criteria:

- [For commercial and/or mixed use commercial/retail properties.](#)
- [Properties exempt from general property taxes through non-discretionary means are not eligible unless operating a retail business. For example, a church operating in a downtown storefront is not eligible.](#)
- Use of property and rehabilitation plan is consistent with published City of Mandan plans (2003 Downtown Mandan and Memorial Highway Redevelopment Plan, Renaissance Zone, Architectural Review Commission community design and appearance standards, Sign Policy)
- Comprehensive renovation project [that addresses all stories of a building façade and eliminates all signs of blight/deterioration from affected façade. Projects involving only exterior painting or signage will not be considered.](#)
- Project is ready to proceed in timely fashion (completed within 12 months from City Commission approval).

Other contributing factors

- Preservation of historic properties
- Current condition of property
- Ownership history
- Size of the property
- Amount of private funds in the project
- Utilization of other incentives (i.e., Renaissance Zone, Growth Fund, Lewis and Clark Regional Development Council, Historic Tax Credits)

Qualifying improvements must be to areas visible from the public right of way and include:

- [Design or architectural services for the building's façade](#)
- Awnings and canopies ([signage on awning is discouraged](#))
- Lighting
- Paint
- Removal/replacement of inappropriate or incompatible exterior finishes or materials

- Recessing/reconfiguring entrances
- Door/window replacement or repair [including automatic doors](#)
- Signs (new, repairs, replacements, removal)
- Landscaping

Ineligible improvements include:

- [Hard surfacing or resurfacing of off-street parking areas](#)
- [Sidewalk replacement or repair](#)
- [Non-visible roof replacement or repair](#)

Note: Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required.

4. Recommendations of the Growth Fund Committee will be presented to the City Commission for final approval within 45 days from receipt of the application.

Project Administration Upon Approval

1. In order to be eligible for reimbursement, contracts for work in the agreed upon scope of the project must not be signed, nor may a building permit be obtained before City Commission approval is attained. Advance design, architecture and engineering services may be obtained and these fees are among the eligible costs.
2. The project applicant will be notified in writing and both the City and the Applicant will sign a Recipient Agreement once the City Commission has approved a project.
3. [The applicant will be responsible for all applicable bills and invoices associated with the project.](#) Reimbursement will be based on [a request from the applicant summarizing expenditures with copies of actual](#) invoices and proof of payment for completed work. City of Mandan Building Inspections staff must review the completed project to determine that the actual work performed is the work approved before payment for the loan will be provided.
4. The City of Mandan will issue a notice of potential lien on the subject property which will require repayment of the loan to the City within 3 years of project finalization if the subject structure ceases to remain intact during this period.
5. Properties that have received Storefront Improvement funds are not eligible for additional funding.

Special Notice

Voters in the Nov. 4, 2008, election in the City of Mandan approved an initiated ordinance that states, "Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever." Any property receiving Storefront Improvement funds since Nov. 14, 2008, is subject to the requirement [in accordance with ordinance 14-02-15.](#)

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STOREFRONT IMPROVEMENT APPLICATION

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION

Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

Applicant Name:

(name of person/entity
to receive grant)

Property Owner:

Property Address:

Architect/Firm:

(if applicable)

Description of Property

Current tenant(s): Commercial _____

Residential # occupied: _____ # vacant: _____

Building History (if available): _____

Total Cost of façade renovation: \$ _____

Forgivable Loan Amount of Requested: \$ _____

Is the façade renovation part of a larger project?

Yes No, the façade is the only work I am doing

If yes, please describe comprehensive project.

Summary of Existing Condition of Façade: (please attach pictures – Attachment 1)

Summary of Proposed Scope of Work: (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post- rehab detail, indicating specifically what will be modified and how (Attachment 2). Bids or official estimates from licensed commercial contractors or other providers of needed services and materials are required. (Attachment 3)

Historic Character: How will proposed project affect historic character? *(if applicable)*

How will your project complement downtown redevelopment efforts?

For more information, call Business Development Director Ellen Huber at 701-667-3485.

Signature of applicant: _____ **Date:** _____

Signature of property owner: _____ **Date:** _____
(if different than applicant)

Special Notices
1) Properties are eligible only once to receive Storefront Improvement funds.
2) Voters in the Nov. 4, 2008, election in the City of Mandan approved an initiated ordinance that states, "Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever." Any property receiving Storefront Improvement funds since Nov. 14, 2008, is subject to the requirement. Include an estimate for an automatic door at least for the main entrance if you do not have one.



*STOREFRONT IMPROVEMENT
APPLICATION*

**ATTACHMENT 1:
PHOTOS**

(current and historic, if available)



*STOREFRONT IMPROVEMENT
APPLICATION*

**ATTACHMENT 2:
DRAWINGS
PRE & POST**



*STOREFRONT IMPROVEMENT
APPLICATION*

**ATTACHMENT 3:
BIDS & COST
ESTIMATES**

Storefront Improvement Program - Status Summary

As of September 2013

| Project # | Business Name | Address | Total | | Actual Costs | Reimbursement | RZ | | Funding Allocations | Budget Remaining |
|------------------|--|---------------------|-------------------------|-------------------------|------------------------|----------------------|-----------|--------------------------|---------------------|--------------------|
| | | | Cost Estimate | Grant | | | Project | Status | | |
| Nov. 2006 | | | | | | | | | | |
| 1 | Butcher Block | 108 W Main | \$ 13,119.00 | \$ 6,559.50 | \$ 14,422.00 | \$ 6,560.00 | no | complete | | |
| 2 | Northwest Tire | 442 E Main | \$ 18,830.00 | \$ 9,415.00 | \$ 23,728.00 | \$ 9,415.00 | no | complete | | |
| 3 | The Painters | 507 1st St NE | \$ 5,117.05 | \$ 2,558.50 | \$ 5,407.55 | \$ 2,559.00 | no | complete | | |
| 4 | Old Main Prop (KKRK) | 100 W Main | \$ 13,700.00 | \$ 6,850.00 | \$ 12,360.00 | \$ 6,180.00 | no | complete | | |
| 5 | Simes Graphic Design | 414 W Main | \$ 20,220.00 | \$ 10,000.00 | \$ 22,064.93 | \$ 10,000.00 | no | complete | | |
| 6 | Simply Wood | 302 W Main | \$ 49,450.00 | \$ 10,000.00 | \$ 48,359.25 | \$ 10,000.00 | yes | complete | | |
| | Subtotal | | \$ 120,436.05 | \$ 45,383.00 | \$ 126,341.73 | \$ 44,714.00 | | | \$15,383.00 | |
| Feb. 2007 | | | | | | | | | | |
| 7 | All Trust | 104 3rd Ave NW | \$13,588.00 | \$6,794.00 | \$13,712.00 | \$6,794.00 | no | complete | | |
| 8 | Executive | 408 E Main | \$10,250.00 | \$5,125.00 | \$0.00 | \$0.00 | no | old/moved | | |
| 8 | Russel Kruger | 718 W Main | \$ 49,240.00 | \$10,000.00 | \$40,037.00 | \$10,000.00 | yes | complete | | |
| 9 | Lindy Suele | 216 W Main | \$30,100.00 | \$10,000.00 | | | may apply | relinquished | | |
| 9 | Mandan Title Company | 201 4th Ave NW | \$45,000.00 | \$10,000.00 | \$599,517.00 | \$10,000.00 | yes | complete | | |
| 10 | Phyne Photography | 120 W Main | \$28,563.00 | \$10,000.00 | \$27,978.98 | \$10,000.00 | yes | complete | | |
| 11 | Jerry Renner | 301 First St NE | \$27,000.00 | \$10,000.00 | \$23,529.00 | \$10,000.00 | yes | complete | | |
| | *exterior & interior renovations | | | | | | | | | |
| | Subtotal | | \$163,391.00 | \$46,794.00 | \$704,773.98 | \$46,794.00 | | | \$6,909.00 | |
| Nov. 2007 | | | | | | | | | | |
| 12 | Hirsch Florist | 200 Collins Ave | \$ 22,300.00 | \$ 10,000.00 | \$ 19,260.52 | \$ 9,630.26 | no | complete | | \$50,000.00 |
| 13 | First National Pawn | 110 W Main | \$ 20,000.00 | \$ 10,000.00 | \$ 19,806.00 | \$ 9,903.00 | yes | complete | | |
| 14 | Larry Goetfridt (vacant) | 300 W Main | \$ 20,336.00 | \$ 10,000.00 | \$ 20,234.00 | \$ 10,000.00 | yes | complete | | |
| | Subtotal | | \$ 62,636.00 | \$ 30,000.00 | \$ 59,300.52 | \$ 29,533.26 | | | | |
| Feb. 2008 | | | | | | | | | | |
| 15 | Cliff Berger (Quality Home Furniture) | 212 E Main St | \$ 22,100.00 | \$ 10,000.00 | \$ 22,114.00 | \$ 10,000.00 | no | complete | | |
| 16 | John Fink (John's Upholstery) | 208 13th Ave NE | \$ 9,677.53 | \$ 4,838.00 | \$ 9,599.34 | \$ 4,799.67 | no | complete | | |
| 17 | Joseph Jennings (Money Station) | 408 E Main St | \$14,000.00 | \$7,000.00 | | | no | relinquished | | |
| 17 | McFall Publishing (dinner theater) | 210 W Main St | \$ 30,000.00 | \$ 10,000.00 | \$ 42,904.25 | \$ 10,000.00 | yes | complete | | |
| 18 | NFC International (Pizza Hut) | 107 12th Ave NE | \$ 6,200.00 | \$ 3,000.00 | \$ 5,775.00 | \$ 2,887.50 | no | complete | | |
| 19 | NSR Properties/Mandan Sporting Goods | 210 E Main | \$ 26,400.00 | \$ 10,000.00 | \$ 13,678.53 | \$ 6,839.27 | yes | complete | | |
| 20 | PHAT Brothers/Dolan, Inc. (Donut Hole) | 216 W Main | \$ 11,435.40 | \$ 10,000.00 | | | may apply | did purchase | | |
| | Subtotal | | \$ 94,377.53 | \$ 37,838.00 | \$ 94,071.12 | \$ 34,526.44 | | | | |
| Jun-08 | | | | | | | | | | |
| 20 | Phil & Bev Kersey (Round Up Bar & Grill) | 412 W Main | \$ 10,000.00 | \$ 5,000.00 | 10,205.00 | 5,000.00 | no | complete | | |
| 21 | Moeba & More | 1707 5th Ave NW | \$ 1,050.00 | \$ 525.00 | | | no | relinquished | | |
| 21 | John & Linda Ohlsen | 410 E Main | \$ 17,655.00 | \$ 8,828.00 | 18,314.12 | 8,828.00 | no | complete | | |
| 22 | Fred Berger/Berger Cattle Company | 418 420 W Main | \$ 36,000.00 | \$ 10,000.00 | | | | did purchase | | |
| | Subtotal | | \$ 27,655.00 | \$ 13,828.00 | \$ 28,519.12 | \$ 13,828.00 | | | | |
| Dec-08 | | | | | | | | | | |
| 22 | Perrie and Rhonda Schafer Office Building | 402 First Street NW | \$ 20,112.00 | \$ 10,000.00 | | | yes | relinquished | | |
| 22 | Capital Credit Union | 1707 5th Ave NW | \$ 24,966.00 | \$ 10,000.00 | | | no | relinquished | | |
| | Subtotal | | \$ 53,178.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | | | | |
| Jun-09 | | | | | | | | | | |
| 22 | Stepping Stones Children's Academy | 906 2nd St NW | \$ 27,333.00 | \$ 10,000.00 | \$31,467.00 | 10,000.00 | no | complete | | \$30,000.00 |
| | Subtotal | | \$ 27,333.00 | \$ 10,000.00 | \$ 31,467.00 | \$ 10,000.00 | | | | |
| Aug-09 | | | | | | | | | | |
| 23 | Ohm's Cafe | 808 W Main | \$ 25,332.00 | \$ 10,000.00 | \$ 28,205.50 | 10,000.00 | yes | complete | | \$20,000.00 |
| 24 | RJR Maintenance & Management | 208 E Main | \$ 22,897.00 | \$ 10,000.00 | \$ 23,297.00 | 10,000.00 | no | complete | | |
| | Subtotal | | \$ 48,229.00 | \$ 20,000.00 | \$ 51,502.50 | \$ 20,000.00 | | | \$257,292.00 | \$57,896.31 |
| | To Date | | | | \$ 199,395.70 | | | | | |
| Nov-09 | | | | | | | | | | |
| | One incomplete application - no response | | | | | | | | | |
| Feb-10 | | | | | | | | | | |
| | No applications | | | | | | | | \$30,000.00 | \$87,896.31 |
| May-10 | | | | | | | | | | |
| 25 | Silver Dollar Bar | 200 E Main St | 20000 | 10000 | 0 | 0 | no | expired | | \$87,896.31 |
| Aug-10 | | | | | | | | | | |
| | One incomplete application - recommended Nov. submission | | | | | | | | | \$87,896.31 |
| Nov-10 | | | | | | | | | | |
| 25 | Julie Haibeck (The Golden Comb) | 118 E Main St | \$ 22,725.00 | \$ 10,000.00 | 22,605.04 | \$10,000.00 | no | complete | | \$77,896.31 |
| | Western Edge Developments | 416 E Main St | 80402 | 40000 | | | | did not acquire property | | |
| | Jim Sullivan | 414 E Main St | 20062 | 40000 | | | | withdrew | | |
| | Jim Sullivan | 412 E Main St | 21840 | 40000 | | | | withdrew | | |
| 11-May | | | | | | | | | | |
| 26 | Harvest LLC | 308 W Main | \$20,000 | \$ 10,000.00 | \$ 31,409.00 | \$10,000 | yes | complete | | \$67,896.31 |
| 27 | Donnie Kwandt | 318 W Main | \$32,500 | \$ 10,000.00 | | | yes | expired | | |
| 28 | Donnie Kwandt | 320 W Main | \$32,500 | \$ 10,000.00 | | | yes | expired | | |
| | Subtotal | | \$20,000 | \$10,000 | \$31,409 | \$10,000 | | | | |
| 11-Aug | | | | | | | | | | |
| | MM Restaurant Group | 416 E Main | 34260 | \$ 10,000.00 | | | | did not acquire property | | |
| 11-Nov | | | | | | | | | | |
| 27 | Scott Johnson | 116 E Main | 23,202.00 | 10,000.00 | 26,174.00 | 10,000.00 | yes | complete | | \$57,896.31 |
| Jul-12 | | | | | | | | | | |
| 28 | Railway Credit Union | 1006 E Main St | 163,200.00 | 10,000.00 | 56,231.00 | 10,000.00 | yes | complete | | \$50,000.00 |
| 29 | Commercial Properties | 113 Third Ave NW | \$ 56,013.00 | \$ 10,000.00 | \$ 70,355.00 | \$ 10,000.00 | yes | complete | | |
| | Subtotal | | \$ 219,213.00 | \$ 20,000.00 | \$ 126,586.00 | \$ 20,000.00 | | | | |
| | GRAND TOTAL | | \$ 829,197.58 | \$ 253,843.00 | \$ 1,302,750.01 | \$ 249,395.70 | | | \$337,292.00 | |

Façade Incentive Grant Program

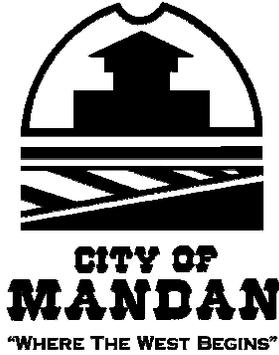
1. **Purpose:** The purpose of this program is to promote exterior maintenance, rehabilitation and exterior improvements of commercial buildings in order to enhance the overall appearance, quality and vitality of downtown Bismarck.
2. **Applicability:** The program is available to current or potential building owners, tenants, developers or other entities interested in projects that will promote or improve the downtown area in accordance with the Central Business District Plan.
3. **General Requirements:** The subject property must be located within the Tax Increment Finance District (TIF). The projects must support the Central Business District Plan (1993), the Streetscape Guidelines for Downtown Bismarck (1995), any subsequent updates or revisions and the applicable design regulations of the DC-Downtown Core and DF-Downtown Fringe zoning districts. Three written estimates must be obtained by the applicant and submitted with an application request for assistance. The estimates must generally be comparable and address similar aspects of the project in order to have a reasonable comparison of the scope of work to be performed. If the applicant prefers to work with a contractor whose estimate is not the lowest, the maximum grant amount would be based on the lowest estimate provided of a comparable project. For buildings located on a corner lot or a building with multiple facades adjacent to a public street, consideration will be given to allow an increase in the total maximum grant on a case-by-case basis, provided improvements are planned for all façades adjacent to a public street and the proposal satisfies the intent of the applicable zoning district regulations. A primary and secondary façade must be identified and grant amounts would be tiered accordingly. The grant amount available would be discretionary and up to double the amount available for one façade. Rehabilitation projects must address every story of the building façade, all signs of blight, deterioration and any portion of the façade that demonstrates a poor visual appearance, non-period appropriate building materials or renovations, and previous modifications that may compromise the historic integrity of historically significant properties. Properties that are exempt from general property taxes are not eligible to apply for assistance from this program.
4. **Process:** The applicant submits an application to the Community Development Department – Planning Division requesting assistance from the Façade Grant program. Planning Division staff will review the applicant’s request and provide a staff report and recommendation to the Renaissance Zone Authority. The Renaissance Zone Authority will hold a public hearing and make a recommendation to the Board of City Commissioners based on the findings contained in

the staff report. The Board of City Commissioners will take final action based on the recommendation provided by the Renaissance Zone Authority. If the applicant's request is approved by the Board of City Commissioners he/she may instruct the contractor to begin work on the project. The applicant will be responsible for all applicable bills and invoices associated with the project. A request for reimbursement may be submitted by the applicant to the Planning Division at the completion of a project and payment of any related bills or invoices.

5. **Grant Limit:** Façade improvement grant funds are limited to fifty percent (50%) of the total project cost up to \$30,000 (\$60,000 total project costs). If a building lies on a corner lot, with two facades, the maximum grant amount would be \$12,000 (\$120,000 total project cost). Applicants shall provide a fifty percent (50%) match for all applicable improvements.

For all C&R programs:

Reimbursements for work under a C&R program that does not have a stated hourly rate and for which bids or quotes are required will be reimbursed at the lowest quoted or bid amount unless otherwise approved in advance by the Renaissance Zone Authority.



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 16, 2013
PREPARATION DATE: July 10, 2013
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Planning & Engineering Director
PRESENTER: Kim Fettig, Project Manager
SUBJECT: Consider approving the plans and specifications and authorizing the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition.

STATEMENT/PURPOSE: To authorize the installation of water and sewer for the development of Macedonia Hills 1st Addition.

BACKGROUND/ALTERNATIVES: The Macedonia Hills 1st Addition plat is located south of 19th Street SW and west of Fort Lincoln Elementary School. The proposed utilities only serve the developer of the benefiting land; therefore, this is being paid for under a 3-way agreement. A letter of credit has been secured for the project.

ATTACHMENTS:

1. 3 way agreement
2. Resolution Approving Plans and Specifications and Authorizing Execution of 3-way Agreement
3. Vicinity map

FISCAL IMPACT: The entire cost of the project is being paid by the developer as part of the 3 way agreement.

STAFF IMPACT: Minimal

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

RECOMMENDATION: All the information has been reviewed by our office and meets our requirements, therefore this office supports the authorization to move forward with this project.

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition, Project 2013-21.

Page 2 of 9

SUGGESTED MOTION: I move to authorize the execution of the 3-way agreement for the construction of the subject project.

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition, Project 2013-21.

Page 3 of 9

AGREEMENT
SANITARY SEWER AND WATER IMPROVEMENT PROJECT NO. 2013-02

THIS AGREEMENT, made on the _____ 2013, between the City of Mandan, a municipal corporation, here and after called the City, RistoMackovski, hereinafter called the Developer, and **MANITOU CONST.**, hereinafter called the Contractor. The Engineer mentioned in this contract shall be PHILLIP MACFOVSKI.

WHEREAS, the Developer wishes to enter upon the public streets and right-of-way, to construct under private contract the following improvements:

- Watermains
- Sanitary sewer mains
- Streets N/A
- Others: Water and Sewer Services

For property to be developed and offered for sale by the Developer, and

WHEREAS, the City wishes to safeguard the public interest in assuring that said construction work will be in accordance with plans, specifications and requirements of the City and will be completed in a proper and safe manner in accordance with the City approved plans and specifications for the work. The Contractor and the Developer through the Contractor, represent and agree that they shall have sole and exclusive responsibility that said work is completed in accordance with all plans and specifications and pursuant to any requirements of the City. The Contractor warrants that the work will be conducted in a proper and safe manner, and

WHEREAS, the Developer has filed a petition to the Board of City Commissioners to permit the Developer to contract directly for said improvements;

NOW, THEREFORE, it is agreed between the parties for the consideration herein named, as follows:

(1) LICENSE TO CONSTRUCT

The City grants to the developer the right, privilege, and license to enter upon and construct in the public rights-of-way of the City the above improvements in these following streets

1. 2nd Ave SE (Macedonia Ave – per approved plans)
2. Philip Ct SE
3. Lena Ct SE
4. Mia Ct SE
5. Will Ct SE
6. Mario Ct SE

Which license shall continue so long as the Developer performs the agreements assumed by it herein.

(2) SCOPE OF WORK

The Developer will, through a Contractor licensed under the laws of North Dakota, to do said work, furnish all materials, and all equipment and labor necessary to perform all of the work shown on the

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition, Project 2013-21.

Page 4 of 9

plans and specifications prepared by Mackovski Consulting, which are hereby referred to and made a part of this Agreement. Constructions staking as required by the City shall be done by Toman Engineering Co, at the expense of the Developer. The Developer shall complete all stubouts to the property line on utilities to be constructed under this contract.

All work incidental to the project, such as grading, taps to the watermain, seeding, pressure testing, chlorine, repair, clean up and any other usual charges as determined by the Engineers shall be borne by the Contractor.

(3) TIME OF COMPLETION

The Contractor shall be responsible for maintaining the erosion control for up to thirty (30) days after completion of the project or until arrival of the pavement contractor, whichever occurs first. Unless delays are encountered that are beyond the Contractor's control, the Contractor shall begin work no later than Oct 21st, 2013.

The Contractor shall have from Oct 21st, 2013 to June 30th, ~~2013~~ ²⁰¹⁴ to complete the project to the satisfaction of the project Engineer.

(4) LIQUIDATED DAMAGES

The Contractor shall be liable to pay the Developer zero dollars (\$0.00) ^{R.U.} per calendar day the project is not completed beyond the completion day of June 30th, ~~2013~~ ²⁰¹⁴. The minimum \$0.00 per calendar day includes but is not limited to extra maintenance, administrative costs, legal costs and engineering fees. The Developer reserves the right to compute actual costs incurred due to the Contractor's failure to complete the project and be reimbursed by the Contractor.

(5) SUPERVISION AND INSPECTION OF WORK

The City, City Engineering Department and Engineer shall at all times have access to the work, in its preparation and progress. The Engineer and their authorized representatives will give all grades or locations for all work and no work depending upon such grades or locations shall be commenced until the same have been established. Upon all questions concerning the interpretation and compliance with the plans and specifications and the performance and execution of the work called for by them, the decision of the City Engineer shall be final and binding upon the Developer and its contractors, servants, employees or agents.

(6) CITY ENGINEERS DECISIONS

The Contractor shall have general supervision and direction of the work. The City, City Engineer and Engineer have authority to stop the work when such stoppage may in their opinion be necessary to ensure proper execution of the contract. They shall also have the authority to reject all work and materials which do not conform to the plans and specifications and to decide all questions which arise in the execution of the work. All such decisions shall be final.

(7) PAYMENT

The Developer shall provide an irrevocable letter of credit or a certificate of deposit in an escrow account from a bona fide bank in the amount of the project costs including engineering, testing and inspection. The money in such account shall be used only for the payment of the project costs. The Developer will be responsible to pay the Contractor for all of the contract work in accordance with the plans, specifications, and proposal prepared by the Engineers made a part of this contract. The

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition, Project 2013-21.

Page 5 of 9

The Board of City Commissioners reserves the right to make any necessary changes in the alignment, grade, or design of the proposed work deemed by them advisable.

(15) CLEAN UP

Extra materials, tools and temporary structures shall be removed by the Contractor and all dirt, rubbish and excess earth from excavations shall be disposed of and the construction area left clean to the satisfaction of the City Engineer. The Contractor shall maintain for a period of three months after completion of the work the surface of unpaved trenches, adjacent curbs and gutters, sidewalks, driveways, shrubbery fences, sod, or other surfaces disturbed. The Contractor shall conduct its operations in such manner as to cause minimum inconveniences to adjoining property owners and the public.

The Developer will be required to replace paving or gravel surfaces adjacent to the project site that is damaged in the construction work.

(16) ASSURANCE OF PERFORMANCE AND PAYMENT OF BILLS

The Contractor shall furnish a performance bond in the amount at least equal to one hundred percent (100%) of the total contract amount as security for the faithful performance of the contract and also a payment bond in an amount of not less than one hundred percent (100%) of the total contract amount as security for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

IN WITNESS WHEREOF; the parties have executed the within and forever contract.

CITY OF MANDAN

DEVELOPER

Name RISTO MACROVSKI
Risto Macroovski

Arlyn Van Beek, President

Address 7745 MAGGIE BELLECT
LAS VEGAS NV 89123

Board of City Commissioners

Attest:

CONTRACTOR

Name MANITO CONSTRUCTION
Mike Slem

Jin Neubauer, City Administrator

Address 4410 Hwy 20 S
Dickinson, ND 58601

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition, Project 2013-21.

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MACEDONIA HILLS

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
|------|-----------------------------------|------|------|------------|--------|
| 0.5 | MOBILIZATION BOND | 1 | LS | 25000 | 25000 |
| 1 | 48" MANHOLE | 6 | EA | 5000 | 30000 |
| 2 | 8" PVC SERMAIN SDR-35 | 2681 | LF | 32 | 85792 |
| 3 | 8"X4" WYES, PLUBS, BENDS | 44 | EA | 250 | 11000 |
| 4 | 4" PVC SEWER SERVICE SDR-35 | 1370 | LF | 25 | 34250 |
| 5 | 8" C900 WATERMAIN | 2751 | LF | 34 | 93534 |
| 6 | 8" GATE VALVE | 9 | EA | 2000 | 18000 |
| 7 | 1" DBL BOLT SADDLE CLAMP AND CORP | 19 | EA | 250 | 4750 |
| 8 | 1" SDR 7 POLY SERVICE LINE | 742 | LF | 12 | 8904 |
| 9 | 1" CURB STOP / WITH BOX | 19 | EA | 325 | 6175 |
| 10 | 6" FIRE HYDRANT ASSEMBLY | 6 | EA | 6500 | 39000 |
| 11 | ROCK EXCAVATION / DISPOSAL | 50 | CY | 100 | 5000 |
| 12 | SILT FENCE | 100 | LF | 2 | 200 |
| 13 | ND STORM WATER PERMIT | 1 | LS | 500 | 500 |
| 14 | 8" PRV W/INSULATED CONCRETE VAULT | 1 | EA | 24000 | 24000 |
| 15 | 8" CLEAN OUT | 1 | EA | 500 | 500 |
| | TOTAL | | | | 386605 |

PRICE INCLUDES:
LABOR & EQUIPMENT
MATERIALS
PRESSURE TESTING
CHLORINATION OF WATER MAIN
BAC-T TESTING
TELEVISIONING OF SEWER MAIN
DENSITY TESTING

Mick Sekula
Mick Sekula
Mick Sekula Construction

(OWNER) RISTO MACKOVSKI
Risto Mackovski

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition, Project 2013-21.

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**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND
AUTHORIZING EXECUTION OF 3-WAY AGREEMENT FOR WATER AND
SEWER IMPROVEMENT PROJECT NO. 2013-21**

(Macedonia Hills 1st Addition)

BE IT RESOLVED BY the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the plans and specifications for the Water and Sewer Project No. 2013-21 serving Macedonia Hills 1st Addition in the City of Mandan, as presented by Risto Mackovski, on behalf of themselves, are hereby approved, ratified and confirmed as the plans and specifications for said project, in accordance with which said improvement project will be constructed, subject to any further modifications of the plans and specifications by the Board as provided by law. The plans and specifications shall be filed in the Office of the City Administrator and City Engineer and open for public inspection. The named streets within the subdivision to receive the improvements are: Phillip Court SE, Mario Court SE, Will Court SE, Mia Court SE and Macedonia Avenue SE.

2. That the President of the Board is hereby authorized to enter into a 3-way agreement between the City of Mandan; the developer, Risto Mackovski, and the developer's contractor, contingent upon the City's receipt of an irrevocable escrow account covering construction costs.

3. This resolution shall be in full force and effect from the date of its passage.

President, Board of City Commissioners

ATTEST:

James Neubauer, City Administrator

Date of Passage: October 15th, 2013

Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition, Project 2013-21.

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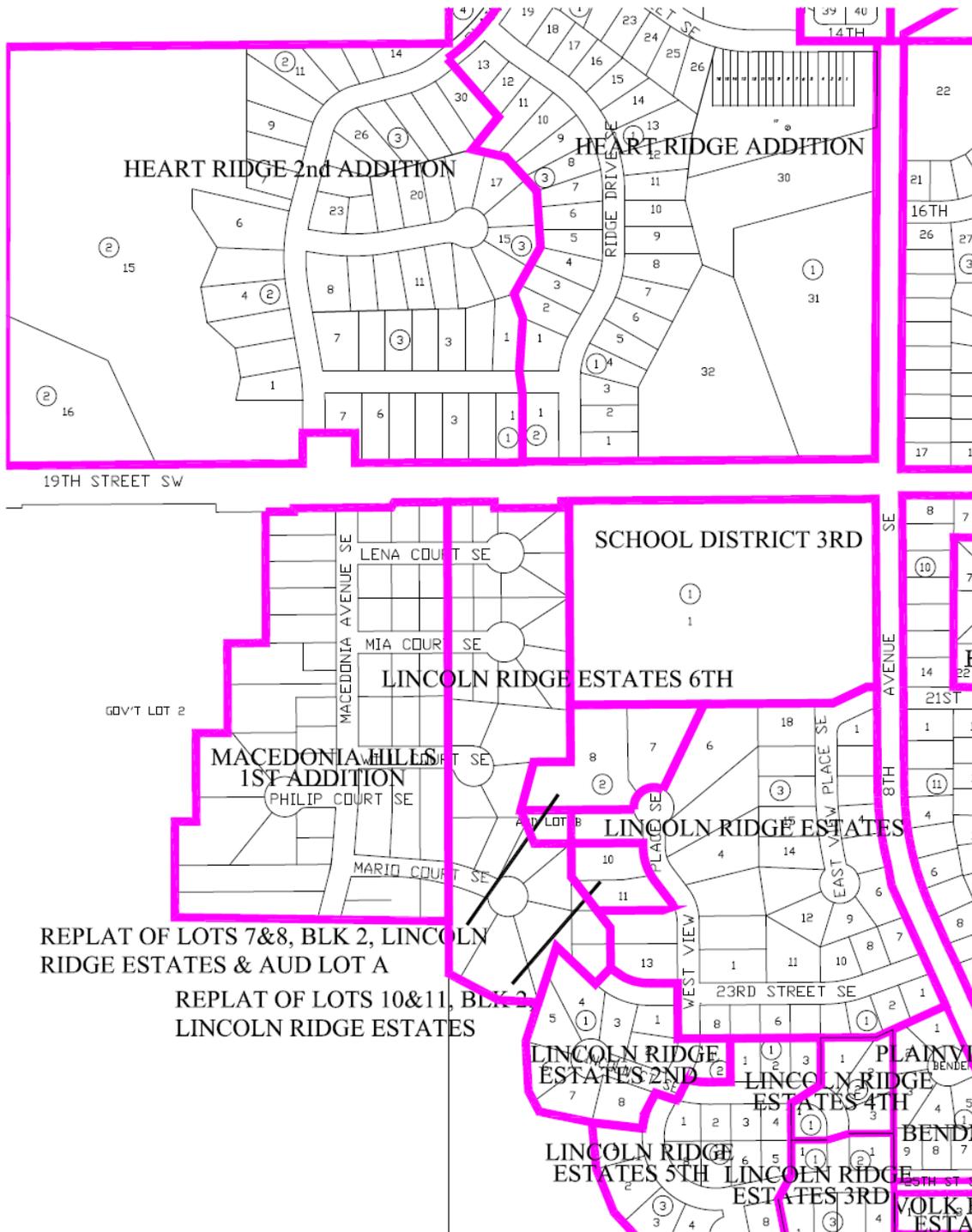
Board of City Commissioners

Agenda Documentation

Meeting Date: October 15, 2013

Subject: Consider for approval the plans and specifications for and the execution of a 3-way agreement for the installation of water & sewer in Macedonia Hills 1st Addition, Project 2013-21.

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ORDINANCE NO. 1168

An Ordinance to Amend and Re-enact
Portions of Section 12-02-04 and Section 12-02-06 of the
Mandan Code of Ordinances
Relating to Alcoholic Beverage Licenses

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

Section 12-02-04 of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

Section 12-02-04. Classification of alcoholic beverage licenses ~~Numbers restricted~~ The City may issue an unlimited number of alcoholic beverage licenses of any class.

There shall be nine classes of alcoholic beverage licenses, namely:

1. Class A. General retail (on- and off-premises) license; requires a minimum seating capacity of thirty (30) persons).

and

~~The number of Class A licenses shall be restricted to 17 in number, Class D licenses to 3 in number, and Class D-1 licenses to 7 in number until such time as the number of "living units" (as determined by the office of building inspection) increases by 500 living units in excess of the number of living units within the City of Mandan as of June 30, 2012. At least 30 days before July 1st of every year the office of building inspection shall certify to the City Auditor the number of living units within the City as of the date of certification.~~

This section shall not be construed to require the city to issue licenses ~~equal to the number allowed hereunder~~ for the sale of alcoholic beverages and the board in its discretion, should it deem that a significant number of such licenses have been issued, may refuse to issue any license even though authorized under this section.

Section 12-02-06. License and issuance fee.

The license fees shall be payable in advance at the time of the filing of the application. Should a license be granted for an unexpired portion of the term of the license, said fees shall be prorated on the basis of the number of months remaining in such term, determined as of the first day of the month in which such license is issued. No license issued pursuant to the provisions of this section shall be assignable or transferable and the failure to pay any license fee on or before the date when it is due shall automatically cancel the license.

The License and issuance fees shall be as established from time to time by resolution of the Board of City Commissioners.

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

By: _____
President, Board of City Commissioners

Attest:

City Administrator

| | |
|--|--------------------------|
| First Consideration: | <u>October 1, 2013</u> |
| Second Consideration and Final Passage: | <u>October 15, 2013</u> |
| Publication Date: | <u>November 15, 2013</u> |

RESOLUTION

Be it resolved by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to § 12-02-06, of the Mandan Municipal Code, that the license fees for the sale of alcoholic beverages shall be as follows:

ALCOHOL LICENSE FEE SCHEDULE

| | | <u>Annual Renewal</u> | |
|----------------|--|------------------------------|------------|
| <u>License</u> | | | <u>Fee</u> |
| Class A | (General Retail-On & Off sale Beer & Liquor) | | \$3,100 |
| Class B | (Club-On & Off sale Beer & Liquor) | | \$2,800 |
| Special B | (Publicly Owned or Operated Facilities-On Sale Beer) | | \$100 |
| Special B | (Publicly Owned Facilities-On sale Beer & Liquor) | | \$100 |
| Class C | (Motel & Hotel-On & Off sale Beer & Liquor) | | \$2,900 |
| Class D | (Exclusive Off sale Beer & Liquor) | | \$3,100 |
| Class D-1 | (Exclusive Off sale Beer & Wine) | | \$600 |
| Class E | (Restaurant-On sale Beer & Liquor) | | \$2,500 |
| Class F | (Restaurant-On sale Beer & Wine) | | \$1,150 |
| Class G | (Commercial passenger vessels) | | \$1,150 |
| Class WB | (Wine or Brewery) | | \$600 |
| Class MP | (Member Producer) | | \$600 |
| Class DY | (Distilled Spirits) | | \$600 |

| | | <u>Issuance</u> | |
|----------------|--|------------------------|------------|
| <u>License</u> | | | <u>Fee</u> |
| Class A | (General Retail-On & Off sale Beer & Liquor) | | \$60,000 |
| Class D | (Exclusive Off sale Beer & Liquor) | | \$80,000 |
| Class D-1 | (Exclusive Off sale Beer & Wine) | | \$40,000 |

Dated this 15th day of October, 2013.

President, Board of City Commissioners

Attest:

City Administrator

ORDINANCE NO. 1169

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

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

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

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from R7 (Single-Family Residential), R3.2 (Two-Family Residential) and RM (Multi-Family Residential) and shall be included in the RM (Multi-Family Residential) zoning namely,

Eagle Ridge 1st Addition in Section 16, Township 139N, Range 81W in the City of Mandan, Morton County, North Dakota

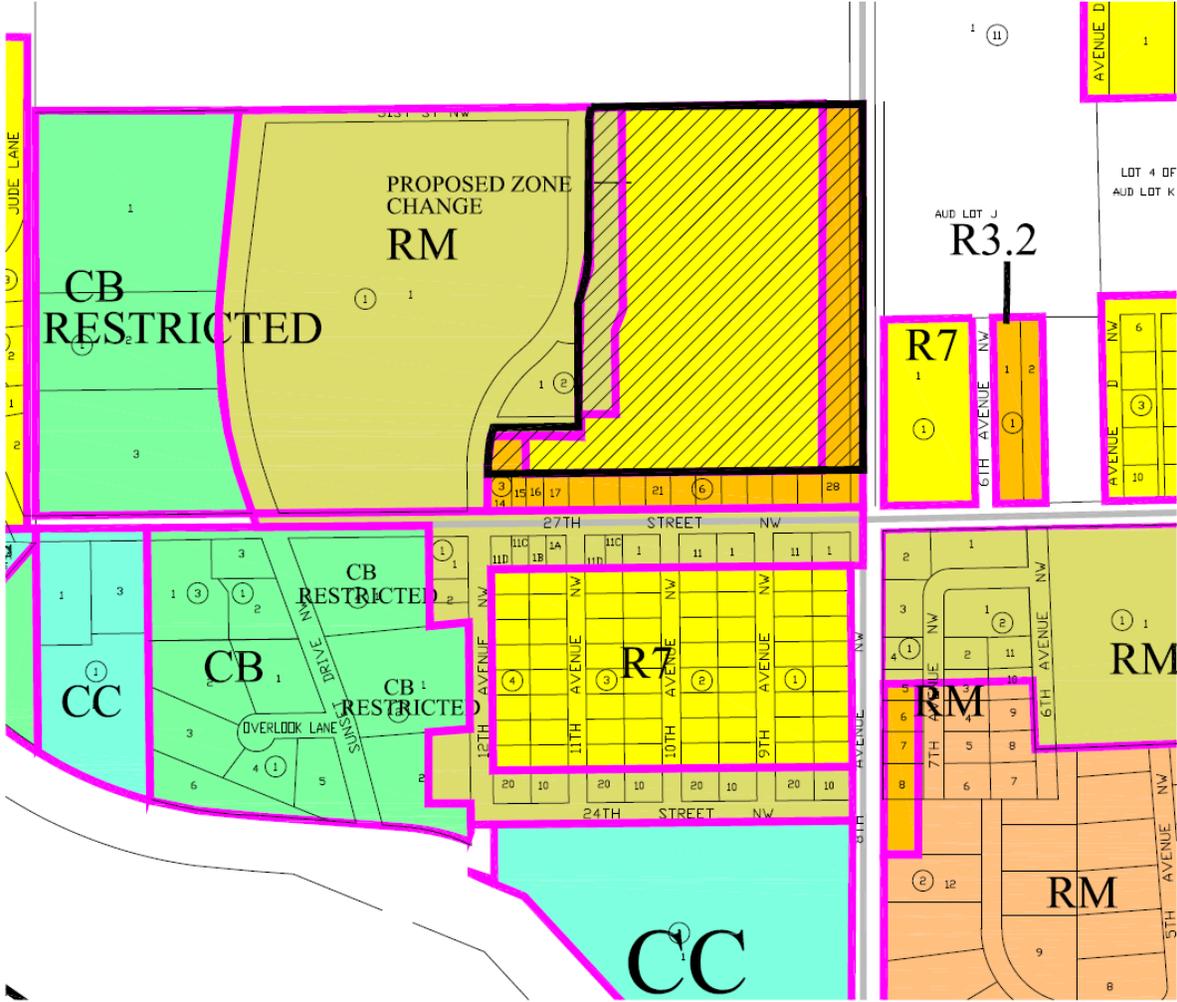
and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

President, Board of City Commissioners

Attest:

City Administrator

| | |
|--|--------------------------|
| Public Hearing: | <u>August 26, 2013</u> |
| First Consideration: | <u>October 1, 2013</u> |
| Second Consideration and Final Reading: | <u>October 15, 2013</u> |
| Publication Date: | <u>November 15, 2013</u> |
| Recording Date: | _____ |



ORDINANCE NO. 1170

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

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

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

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from CC Restricted (Heavy Commercial with restrictions of no railroad trackage, auto laundry, auto repair as a primary use, commercial parking lot/garage, off-premise advertising sign, steam bath, tire/battery repair, storage building/warehouse or any of the wholesale group) and shall be included in the CC (Heavy Commercial removing the restrictions) zoning namely,

Lots 1 & 2, Block 1, Sylvester’s 3rd Addition in Section 31, Township 139N, Range 80W, City of Mandan, Morton County, North Dakota

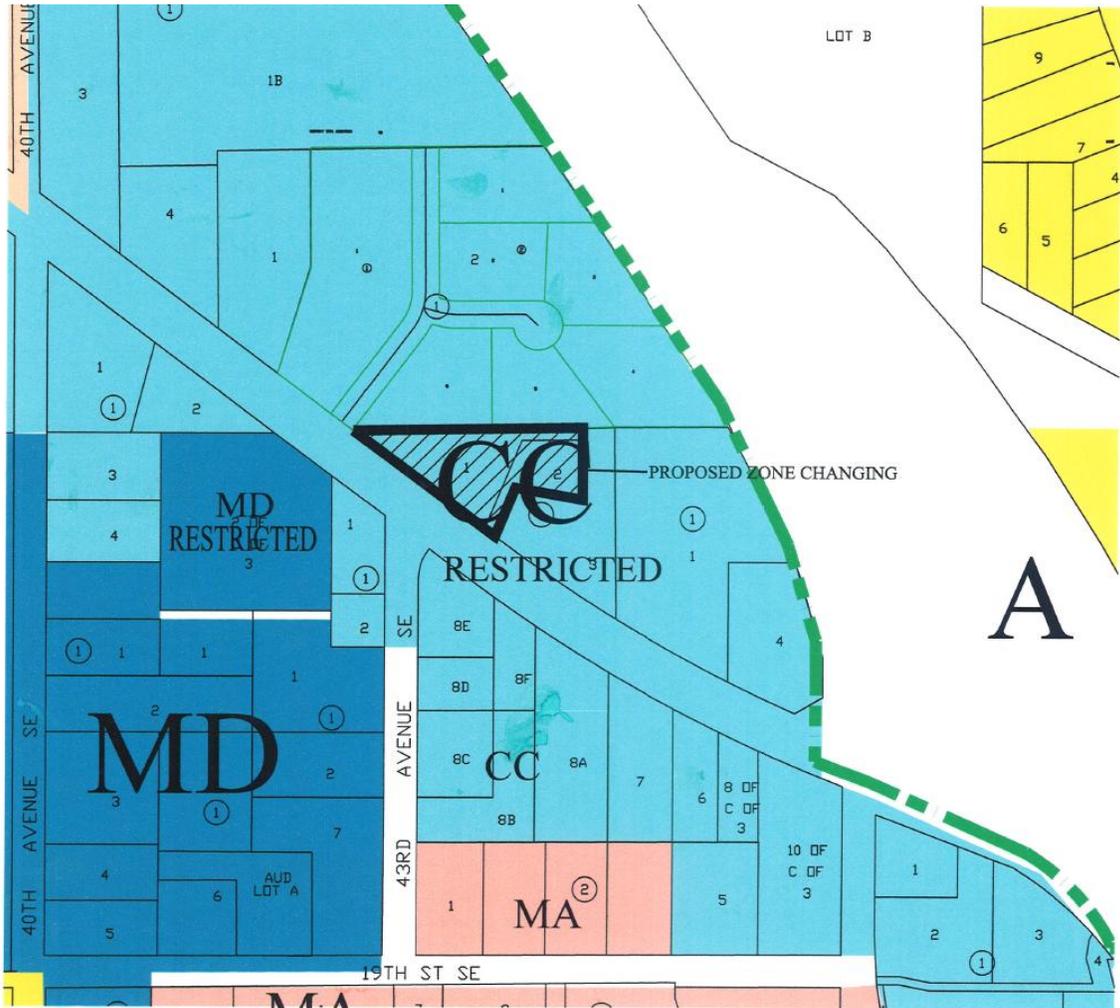
and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

President, Board of City Commissioners

Attest:

City Administrator

| | |
|--|--------------------------|
| Public Hearing: | <u>August 26, 2013</u> |
| First Consideration: | <u>October 1, 2013</u> |
| Second Consideration and Final Reading: | <u>October 15, 2013</u> |
| Publication Date: | <u>November 15, 2013</u> |
| Recording Date: | _____ |



ORDINANCE NO. 1171

AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF THE MANDAN MUNICIPAL CODE 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 Municipal Code is amended to read as follows:

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from the CC Restricted (Heavy Commercial with restrictions of no railroad trackage, auto laundry, auto repair as a primary use, commercial parking lot/garage, off-premise advertising sign, steam bath, tire/battery repair, storage building/warehouse or any of the wholesale group) zoning and shall be included in the CC (Heavy Commercial removing the restrictions) namely,

Lots 1-3 and 6, Block 1, Midway 14th Addition in Section 31, Township 139N, Range 81W in the City of Mandan, Morton County, North Dakota

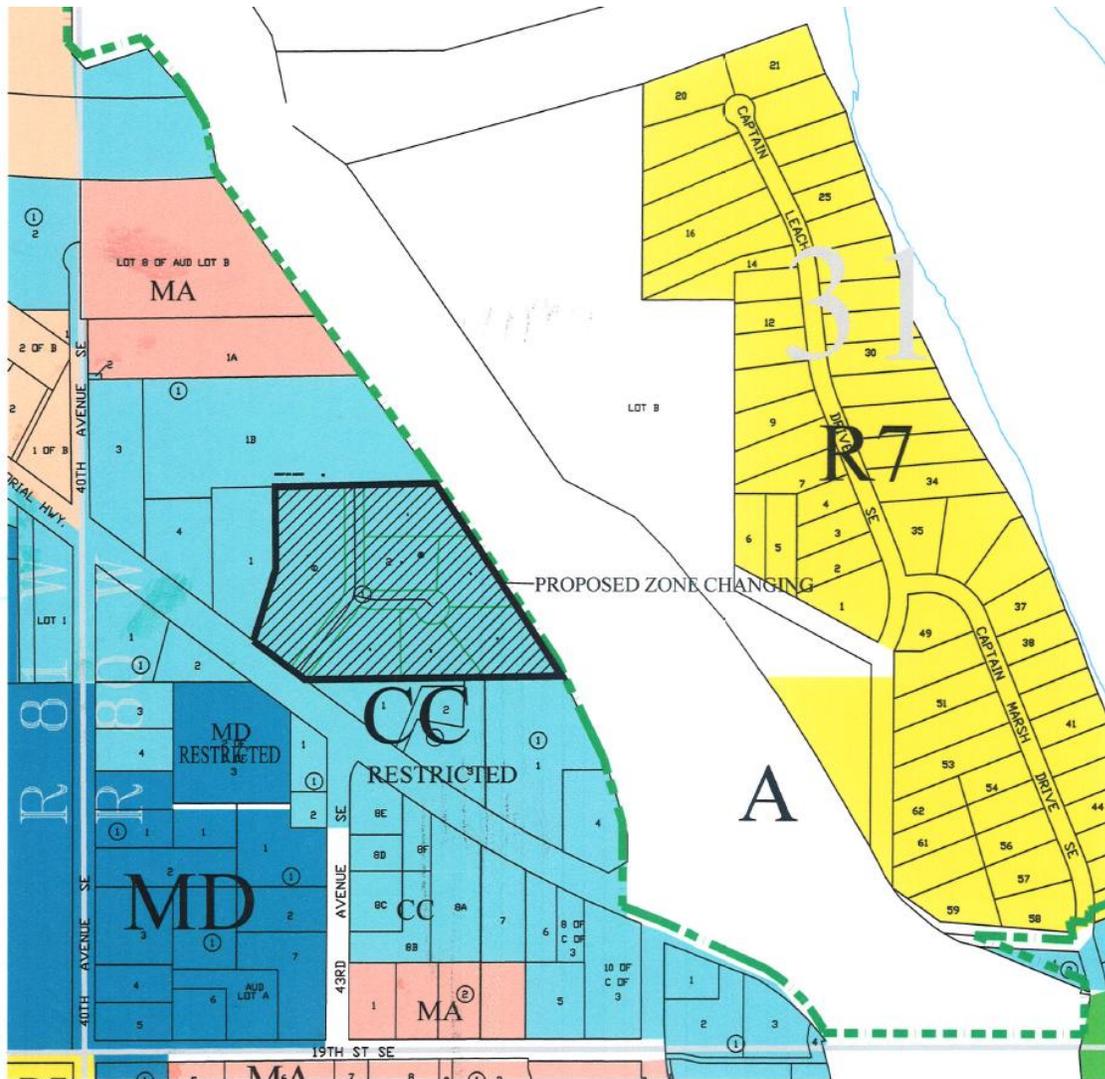
and as so amended said section is hereby reenacted. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

President, Board of City Commissioners

Attest:

City Administrator

| | |
|--|--------------------------|
| Public Hearing: | <u>August 26, 2013</u> |
| First Consideration: | <u>October 1, 2013</u> |
| Second Consideration and Final Reading: | <u>October 15, 2013</u> |
| Publication Date: | <u>November 15, 2013</u> |
| Recording Date: | _____ |



ORDINANCE NO. 1158

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

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

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

Section 21-03-10. Automobile Parking.

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

- a. Dwellings, including single-family, two-family and multi-family dwelling— ~~one~~ two off-street parking spaces for each dwelling unit; except that for an efficiency apartment of less than 400 square feet, only one off-street parking space shall be required if the parking space is exterior.
- b. 50% of the required minimum parking spaces must be exterior parking.

Attest:

By: _____
President, Board of City Commissioners

City Administrator

First Consideration:

October 1, 2013

Second Consideration and Final Passage:

October 15, 2013

Publication Date:

November 15, 2013

ORDINANCE NO. 1165

An Ordinance to Amend and Re-enact
Section 16-03-12 of the Mandan Code of Ordinances
Relating to Unlicensed Dogs and Cats

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

Section 16-03-12 of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

Section 16-03-12. Disposition of unredeemed unlicensed dogs and cats.

1. Should the owner of any unlicensed dog or cat impounded under this chapter fail to redeem such animal within ~~three~~ five days after such impoundment, any other person may, upon complying with the provisions of this chapter, redeem such animal from the pound and be the lawful owner of such animal thereafter.

2. All unlicensed dogs and cats impounded under this chapter which have not been redeemed or purchased as authorized by this section within ~~three~~ five days of such impoundment, may be disposed of in a humane manner by the pound master or authorized agent of the city.

By: _____
President, Board of City Commissioners

Attest:

City Administrator

First Consideration: October 15, 2013
Second Consideration
and Final Passage: November 5, 2013
Publication Date: November 29, 2013

ORDINANCE NO. 1166

An Ordinance to Amend and Re-enact
Chapter 20-15 of the Mandan Code of Ordinances
Relating to All-Terrain Vehicles

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

Chapter 20-15 of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

Chapter 20-15 ~~ALL-TERRAIN VEHICLES~~ OFF-HIGHWAY VEHICLES

Section 20-15-01 Definitions

The provisions of NDCC Chapter 39-21 and all subsequent amendments ~~must~~ shall be incorporated by reference in this chapter.

As used in this chapter, unless the context otherwise requires:

~~“All terrain vehicle” means any motorized off highway vehicle fifty inches or less in width, having a dry weight of six hundred pounds or less, traveling on three or more low pressure tires, designed for operator use only with no passengers, having a seat or saddle designed to be straddled by the operator, and handlebars for steering control.~~
“Off-highway vehicle” means any motorized vehicle not designed for use on a highway and capable of cross-country travel on land, snow, ice, marsh, swampland, or other natural terrain. An off-highway vehicle must be classified into one of the following categories:

- a. Class I off-highway vehicle is a vehicle that does not qualify as road capable under NDCC Chapter 39-21 and 39-27, has a seat or a saddle designed to be straddled by the operator, and has handlebars for steering control of two wheels.
- b. Class II off-highway vehicle is fifty inches [1270.00 millimeters] or less in width, weighs one thousand two hundred pounds [544.31 kilograms] or less, and travels on three or more non-highway tires; or is sixty-five inches [1651 millimeters] or less in width, weighs two thousand pounds [907.19 kilograms] or less, and travels on four or more non-highway tires.
- c. Class III off-highway vehicle weighs less than eight thousand pounds [3628.74 kilograms]; travels on skis, runners, tracks, or four or more tires; has a seat; has a wheel, handlebars, or steering for steering control; and is designated for or capable of cross-country on or over land, water, sand, snow, ice, marsh, swampland, or other natural terrain, but does not include a vehicle registered by the department under NDCC Chapters 39-04 or 39-24.

~~“Dealer” means any person engaged in the business of buying, selling or exchanging all terrain vehicles~~ off-highway vehicles or who advertises, or holds out to

the public as engaged in the buying, selling or exchanging ~~all-terrain~~ off-highway vehicles, or who engages in the buying of ~~all-terrain-~~ off-highway vehicles for resale.

“Operate” means to ride in or on and control the operation of an ~~all-terrain~~ off-highway vehicle.

“Operator” means a person who operates or is in actual physical control of an ~~all-terrain~~ off-highway vehicle.

“Owner” means a person, other than a lienholder, having the property in or title to an ~~all-terrain~~ off-highway vehicle and entitled to its use or possession.

“Register” means the act of assigning a registration number to an ~~all-terrain~~ off-highway vehicle.

Section 20-15-02 ~~All-terrain~~ Off-highway vehicle registration.

The provisions of NDCC § 39-29-02 and all subsequent amendments ~~must~~ shall be incorporated by reference in this chapter.

Except as provided in this chapter, a person may not operate an ~~all-terrain~~ off-highway vehicle unless it has been registered in accordance with this chapter. Violation of this section is an infraction for which a fee of twenty-five dollars ~~must~~ shall be assessed.

Section 20-15-03 Exemption from registration-Exemption from fees.

The provisions of NDCC § 39-29-04 and all subsequent amendments ~~must~~ shall be incorporated by reference in this chapter.

1. Registration and payment of fees is not required of:
 - a. ~~All-terrain~~ Off-highway vehicles owned by and used by United States, the State of North Dakota, its political subdivisions, or another state or its political subdivisions;
 - b. ~~All-terrain~~ Off-highway vehicles registered in a foreign country and temporarily used in this state;
 - c. ~~All-terrain~~ Off-highway vehicles validly licensed in another state and which have not been within this state for more than thirty consecutive days;
 - d. ~~All-terrain~~ Off-highway vehicles used exclusively for work on private agricultural lands or on industrial jobsites on private land; and
 - e. ~~All-terrain~~ Off-highway vehicles used exclusively in organized track racing events.

Section 20-15-04 Operation of ~~all-terrain~~ off-highway vehicles.

The provisions of NDCC § 39-29-09 and all subsequent amendments ~~must~~ shall be incorporated by reference in this chapter.

1. A person may not operate an ~~all-terrain~~ off-highway vehicle on the roadway, shoulder, or inside bank or slope of any road, street or highway except as provided in this chapter. Except in emergencies, a person may not operate an ~~all-terrain~~ off-highway vehicle within the right-of-way of any controlled access highway.

2. The operator an ~~all-terrain~~ off-highway vehicle may make a direct crossing of a street or highway only if:

- a. The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing.
- b. The ~~all-terrain~~ off-highway vehicle is brought to a complete stop before crossing the shoulder or main traveled way of the highway.
- c. The operator yields the right-of-way to all oncoming traffic which constitutes an immediate hazard; and
- d. In crossing a divided highway, the crossing is made only at an intersection of the highway with another public street or highway.

3. A person may not operate an ~~all-terrain~~ off-highway vehicle unless it is equipped with at least one head lamp, one tail lamp and brakes, all in working order, which conform to standards prescribed by rule of the highway commissioner.

4. The emergency conditions under which an ~~all-terrain~~ off-highway vehicle may be operated other than as provided by this chapter are only those that render the use of an automobile impractical under the conditions and at the time and location in question.

5. A person may not operate an ~~all-terrain~~ off-highway vehicle in the following ways, which are declared to be unsafe and a public nuisance:

- a. At a rate of speed greater than reasonable or proper under all the surrounding circumstances;
- b. In a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage to such person or property;
- c. While under the influence of intoxicating liquor or a controlled substance;
- d. Without a lighted head lamp and tail lamp;
- e. In any tree nursery or planting in a manner which damages growing stock;
- f. Without a manufacturer-installed or equivalent muffler in good working order and connected to the ~~all-terrain~~ off-highway vehicle's exhaust system;
- g. On any private land where the private land is posted prohibiting trespassing. The name and address of the person posting the land and the date of posting must appear on each sign in legible characters. The posted signs must be readable from outside the land and be placed conspicuously at a distance of not more than eight hundred yards apart. Land entirely enclosed by a fence or other enclosure is sufficiently posted by posting of such signs, at or on all gates through the fence or enclosure.

6. Except as provided in NDCC § 39-29-10, a person may not operate an ~~all-terrain~~ off-highway vehicle without having in possession a valid driver's license or permit.

7. When an ~~all-terrain~~ off-highway vehicle is operated within the right-of-way of any road, street or highway, during times or conditions that warrant the use of lights by other motor vehicles, the ~~all-terrain~~ off-highway vehicle must be operated in the same direction as the direction of other motor vehicles traveling on the side of the roadway immediately adjacent to the side of the right-of-way traveled by the ~~all-terrain~~ off-highway vehicle.

8. A person may not operate an ~~all-terrain~~ off-highway vehicle within the right-of-way of any highway while towing a sled, skid, or other vehicle, unless the object towed is connected to the ~~all-terrain~~ off-highway vehicle by a hinged swivel and secure hitch.

9. **Helmet Required.** No person under the age of eighteen may operate, ride, or otherwise be propelled on an ~~all-terrain~~ off-highway vehicle unless the person wears a safety helmet meeting United States department of transportation standards.

10. ~~Passenger Restrictions. No operator of an all-terrain vehicle may carry a passenger while operating.~~ An operator an off-highway vehicle may not carry a passenger while operating the vehicle unless the off-highway vehicle is equipped and recommended by the manufacturer to carry a passenger and the passenger is carried as recommended by the manufacturer.

Section 20-15-05 Additional rules for operation of ~~all-terrain~~ off-highway vehicles.

It is unlawful for any person to operate any ~~all-terrain~~ off-highway vehicle in the following ways or under the following circumstances, which are declared to be unsafe and a public nuisance:

1. In violation of any rule or regulation promulgated for the regulations of the use of ~~all-terrain~~ off-highway vehicles by the commissioner where applicable within the geographical limits of the city;

2. At a speed in excess of ten miles per hour at any time upon any street, alley, highway, or other public ground or place in the city, unless otherwise posted by the proper authorities.

3. Passing another ~~all-terrain~~ off-highway vehicle while such ~~all-terrain~~ off-highway vehicle is in operation and underway on any street, alley, highway, or other public ground or place in the city;

4. Abreast of another ~~all-terrain~~ off-highway vehicle upon any street, alley, highway, or other public ground or place in the city;

5. Between the hours of ten-thirty p.m., and seven-thirty a.m., except on Friday and Saturday the beginning hour is changed from ten-thirty p.m., to eleven p.m., with the further limitation that ~~all-terrain~~ off-highway vehicles entering the city are not limited by time as long as they meet with the provisions of this chapter;

6. Upon private property, other than that of the ~~all-terrain~~ off-highway vehicle's owner, or operator, without the express permission of the owner;

7. While carrying a strung bow or loaded firearm;

8. Leaving or allowing the ~~all-terrain~~ off-highway vehicle to be or remain unattended on public property, streets, highway or other public grounds or places where the

motor is running or with the keys to start the same in the ignition switch;

9. Without observing all traffic signs, signals, rules and regulations applying to motor vehicles when also applicable to ~~all-terrain~~ off-highway vehicles;

10. In any municipal park or recreation area except when posted as “open” to ~~all-terrain~~ off-highway vehicles, and within the hours permitted.

Section 20-15-06 Use of street-Restricted.

No person shall operate an ~~all-terrain~~ off-highway vehicle upon any road, street or highway, in this city kept open for vehicular traffic, except:

1. During a period of emergency when travel by other vehicles is not possible;
2. For a special ~~all-terrain~~ off-highway vehicle event of limited duration when conducted on a pre-arranged schedule under permits from the board of city commissioners;
3. In crossing a street as provided in Section 20-15-04.

Section 20-15-07 Operation by persons under age sixteen.

The provisions of NDCC § 39-29-10 and all subsequent amendments ~~must~~ shall be incorporated by reference in this chapter.

Except as otherwise provided in this section, a person under sixteen years of age who is not in possession of a valid operator’s license or permit to operate an ~~all-terrain~~ off-highway vehicle may not, except upon the lands of the person’s parent or guardian, operate an ~~all-terrain~~ off-highway vehicle. A person at least twelve years of age may operate an ~~all-terrain~~ off-highway vehicle if the person has completed an ~~all-terrain~~ off-highway vehicle safety ~~trailing~~ training course prescribed by the director of the State Parks and Recreation Department and has received the appropriate ~~all-terrain~~ off-highway vehicle safety certificate issued by the commissioner. The failure of an operator to exhibit an ~~all-terrain~~ off-highway safety certificate on demand to any official authorized to enforce this chapter is presumptive evidence that person does not hold such a certificate. ~~Fees collected from each person receiving certification must be deposited in the all-terrain vehicle trail tax fund for all-terrain vehicle safety education and training programs.~~

Section 20-15-08 Enforcement.

The provisions of NDCC §39-29-11 and all subsequent amendments ~~must~~ shall be incorporated by reference in this chapter.

Only peace officers of this state and their respective duly authorized representatives may enforce this chapter.

Section 20-15-09 Violation-Penalty.

The provisions of NDCC §39-29-12 and all subsequent amendments ~~must~~ shall be incorporated by reference in this chapter.

Violation of subdivision b, c or g of subsection 5 of NDCC §39-29-09 is a Class B misdemeanor. Violation of any other provision of NDCC §39-29-09 is an infraction for which a fee of twenty dollars ~~must~~ shall be assessed. Violation of NDCC §39-29-02 (Section 20-15-02 of this chapter) is an infraction, for which a fee of twenty-five dollars

~~must~~ shall be assessed; however, if the violation occurs on land owned, leased or managed by the parks and recreation department a fee of fifty dollars ~~must~~ shall be assessed. If the person provides proof of registration ~~since~~ subsequent to the violation, the fee may be reduced by one-half. Violation of any other provision of this chapter is an infraction, for which a fee of ten dollars ~~must~~ shall be assessed.

By: _____
President, Board of City Commissioners

Attest:

City Administrator

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| First Consideration: | <u>October 15, 2013</u> |
| Second Consideration and Final Passage: | <u>November 5, 2013</u> |
| Publication Date: | <u>November 29, 2013</u> |

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING
EXECUTION OF 3-WAY AGREEMENT FOR WATER AND SEWER IMPROVEMENT
PROJECT NO. 2013-21
(Macedonia Hills 1st Addition)**

BE IT RESOLVED BY the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the plans and specifications for the Water and Sewer Project No. 2013-21 serving Macedonia Hills 1st Addition in the City of Mandan, as presented by Risto Mackovski, on behalf of themselves, are hereby approved, ratified and confirmed as the plans and specifications for said project, in accordance with which said improvement project will be constructed, subject to any further modifications of the plans and specifications by the Board as provided by law. The plans and specifications shall be filed in the Office of the City Administrator and City Engineer and open for public inspection. The named streets within the subdivision to receive the improvements are: Phillip Court SE, Mario Court SE, Will Court SE, Mia Court SE and Macedonia Avenue SE.
2. That the President of the Board is hereby authorized to enter into a 3-way agreement between the City of Mandan; the developer, Risto Mackovski, and the developer's contractor, contingent upon the City's receipt of an irrevocable escrow account covering construction costs.
3. This resolution shall be in full force and effect from the date of its passage.

President, Board of City Commissioners

ATTEST:

James Neubauer, City Administrator

Date of Passage: October 15th, 2013

ORDINANCE NO. 1167

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

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

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

The following described property located within the City of Mandan, Morton County, North Dakota shall be excluded from County Industrial and shall be included in the City of Mandan’s MA (Light Non-Nuisance/Heavy Commercial) zoning namely,

Auditor’s Lot A less the east 34’ thereof, in the SE ¼ and Lot E in the SE ¼ of the SE ¼ of Section 4, Township 139N, Range 81W

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

President, Board of City Commissioners

Attest:

City Administrator

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| Public Hearing: | <u>September 23, 2013</u> |
| First Consideration: | <u>October 15, 2013</u> |
| Second Consideration and Final Reading: | <u>November 5, 2013</u> |
| Publication Date: | _____ |
| Recording Date: | _____ |