



**AGENDA**  
**MANDAN CITY COMMISSION**  
**DECEMBER 17, 2019**  
**ED "BOSH" FROEHLICH MEETING ROOM,**  
**MANDAN CITY HALL**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

---

- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the minutes from the December 3, 2019 Board of City Commission regular meeting.
- D. PUBLIC HEARING:
- E. BIDS:
- F. CONSENT AGENDA:
1. Consider approval of monthly bills.
  2. Consider approval of refund of application fees for vacation of 18<sup>th</sup> Ave SE.
  3. Consider approval of Vanguard Appraisals, Inc. services and budget transfer.
  4. Consider approval of minor plat of Lot 5 & 5A, Roughrider Estates Pioneer Addition.
  5. Request for permission from Public Works Department to dispose of multiple city department's obsolete vehicles at public auction.
  6. Consider payment of bills for Morton Mandan Public Library / Downtown Parks Project.
  7. Consider approval of NDDOT Maintenance Certification.
- G. OLD BUSINESS:
1. Consider Sale of Lot 1A, Block 1, Roughrider Estates Pioneer Replat.
- H. NEW BUSINESS:
1. Consider Renaissance Zone Committee recommendations for appointments.
  2. Consider the appointment of Commissioner Rohr as a liaison to the Bis-Man transit Board.
  3. Consider Growth Fund Committee recommendation for forgivable loan to Latidot Scoop & Gift Shop as the 2019 Business Pitch Challenge Winner.

*Agenda*  
*Mandan City Commission*  
*December 17, 2019*  
*Page 2 of 2*

---

4. Consider the update to the City's Budget Policies & Procedures and recommendations from the Budget and Finance Committee.
  5. Consider reappointing Edgar Oliveira and Julie Haibeck to the Mandan Parking Authority Board.
  6. Consider Community Beautification Committee recommendation for appointments.
- I. RESOLUTIONS AND ORDINANCES:
1. Second and Final Consideration of Ordinance 1330 which will amend and re-enact the penalty sections of 24-1-2, 24-10-1, 24-12-8, 24-15-19, and 24-16-1 of Mandan Code of Ordinances to double the fine amount for each section.
  2. Second and Final Consideration of Ordinance 1331 to amend and reenact Article 2 Section 111-2-1 of the Mandan Code of Ordinances pertaining to Building Codes.
  3. Introduction and First Consideration of Ordinance 1332 to Amend and Re-enact the Mandan Code of Ordinances Relating to Criminal Trespass.
- J. OTHER BUSINESS:
- K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS
1. January 7, 2020
  2. January 21, 2020
  3. February 4, 2020
- L. ADJOURN

---

The Mandan City Commission met in regular session at 5:30 p.m. on December 3, 2019 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

1. *Roll Call of All City Commissioners.* Present were Mayor Helbling, Commissioners Braun, Davis, Larson and Rohr. Department Heads present were, Finance Director Welch, Fire Chief Nardello, Planning & Engineering Director Froseth, Principal Planner Van Dyke, Business Development and Communications Director Huber, Police Chief Ziegler, City Administrator Neubauer, Assessor Markley, Human Resource Director Cullen, Building Official Ouradnik, Director of Public Works Bitz and Attorney Brown.

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the November 19, 2019 Board of City Commission regular meeting.* Commissioner Larson moved to approve the minutes as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

E. BIDS:

F. CONSENT AGENDA

1. *Consider approval of changing the 90 minute parking zone on the west side of the 100blk of 2<sup>nd</sup> Avenue NE from the alley, south to East Main St. to a no timed parking zone.*
2. *Consider approval of the final plat for Evergreen Heights 3rd Addition*
3. *Consider formally declaring Lonesome Dove painted sign grandfathered upon adoption of Ordinance 1326 related to murals*
4. *Consider personnel actions related to the Program Coordinator*
5. *Consider approval of a charity raffle permit for Mandan Kachina Dance Parent Club at Mandan High School on 12-7-2019.*

Commissioner Braun moved to approve the Consent Agenda items No. 1 through 5 as presented. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS:

H. NEW BUSINESS

1. *Consider the creation of street improvement district, approval of the engineer’s report, approval of feasibility report and resolution of necessity for Street Improvement District No. 215, Project No. 2019-05 (Mid-Town East).* Planning and Engineering Director Froseth

---

presented a request to move forward with the resolutions necessary to approve the Mid-Town East Street Improvement District No. 215. He stated that city engineering staff has been working with Moore Engineering on a project feasibility report since September. Some of the notable tasks that have been done include survey and assessment of the street's current conditions including soil boring geotechnical analysis. In addition to assessing the conditions that can be seen from the surface, staff reports that they have a good understanding of what is underneath in order to best assess the right scope of work for each block. Based on the scopes of work that will provide a long-term life of the road, cost estimates were produced. Property owners within the district were invited to a public input meeting at Mandan City Hall held November 6, 2019 that drew 50 attendees. A 2-week open comment period following the public meeting was also provided. The meeting started with about a 30-40 minute presentation followed by questions and answers. City staff have been looking at all properties within the district for fairness in assessment via the city's Assessment Policy to guide in this and pending the results of the meeting tonight, letters will be sent to each property with their estimated assessment amount.

Director Froseth said that if the necessary resolutions are approved at this meeting, a 30-day protest period will start during in which the City will accept letters of protest. In addition to the state requirement of posting the notice in the Mandan News, it will be posted on the City of Mandan website as well as social media and a second notification via letters will be sent to homeowners with their individual estimate of assessment. The results of the protest period will be brought back before the City Commission to a January 2020 meeting to determine sufficiency. If there are insufficient protests, the City staff will work on final drawings and advertise the project for bid in the spring for 2020 construction. Along with the steps to initiate the project, staff also recommended a commitment to buying-down the assessment portion of the costs by 20% with the use of Municipal Infrastructure Funds (aka, Prairie Dog Funds). A map depicting the street area was projected for viewers by Director Froseth. The street light project was also projected on the screen and that project will replace the old wooden poles. The biggest concern with the street lights will be to replace all the wiring in the poles. The storm sewer area project was presented with a proposal to upgrade the storm sewer system. The proposal is to take pressure off First Street and add pipe on Second Street parallel to it. Additional storm pipe will be upsized in the future that will not be included with this project. New water mains are being proposed for better water redundancy in this area. There will not be any widening of roads at this time, due to leaving the curb, gutter and sidewalks intact because they are generally in good shape. There is one section in the roadway wherein he stated he will look at that area and determine if now would be a good time to correct that one area.

Commissioner Larson stated that she has been confronted about the storm water, in particular, the area outside the specific street improvement district area, being told that the special assessment district is part of the storm water assessment. She inquired about that area and specifically if there have been any other instances where the city has had special assessment districts that had similar circumstances in adjacent areas for storm water assessments. Director Froseth pointed out the water shed, the storm water in this area goes through the storm pipes that are proposed for installation or replacement. The streets scheduled for improvements will follow the storm water policy and the assessments will pertain to properties in that area. The biggest concern heard of the district is from the residents outlined in yellow on the map. An average assessment is about \$.15 per square foot, so a 10,000 square lot will be about \$1,300-\$1,400

assessment in that district. Moore Engineering was present to answer questions. Mayor Helbling commented that he was under the assumption when the storm water was replaced on First Street that it was upsized and paying to upsize the storm water heading from east to west. Director Froseth stated the existing plan was modeled compared to what it would like in a storm event. He provided a 2-year event vs. 10-year event vs. 100-year storm and pointed out the recommendation (Option 4). An inundation map was provided for viewing.

Jerod Klabunde, Moore Engineering came forward and stated that to determine the basis for storm water, Houston Engineering did a model of the entire area and then recommended improvements within the district. They are limited to the project area that is being worked on stating that there are concerns downstream that are necessary, in particular, a major railroad crossing being needed in the future to make this plan work. When doing a 30-block project you need to stay within that area to do the improvements for that area at the time to make the whole thing work. The storm sewer to the west of this there is a high point and the storm water goes west and then south across the railroad track with Collins Avenue being the natural split. The big storm sewer improvements could be along First or along Second and because First is not in very good shape, he recommended putting it on Second utilizing a dual line running the storm sewer parallel to each other on each block which is a pretty big cost savings if done that way. He commented that they spent a lot of time on the storm water in this area.

Director Froseth stated that the estimated total project cost that would be divided among district participants if no other funding support would be estimated at \$5,547,800 without any buy down. If applying the Municipal Infrastructure Funds (formerly Prairie Dog Funds) at a buy down rate of 20%, that amount would be reduced by \$1,109,560 and the cost would be \$4,438,239. He said that the water and sewer improvements would not be part of the assessment costs as per the traditional funding formula. The amount of needs identified in the water and sewer system through the preliminary design far exceeds the estimated amount of \$800,000 thought to be needed before preliminary design, however, there is quite a bit more needed for improvements estimated at \$2,540,102.50 as compared to the \$800,000 (in April 2019). He provided a revised table of costs of how to pay for the project including the water and sewer needs and that would be the \$1,109,560 in addition to the \$800,000 out of the Municipal Infrastructure Fund (formerly Prairie Dog Funds) for the water and sewer needs and the already budgeted \$800,000 from the Water and Sewer Utility fund and an additional \$743,000 from the Water Sewer fund. Mayor Helbling clarified that about \$3.6 million would not be assessed and would come from other funds and not be passed on to the property owners.

Commissioner Larson inquired if this is approved, what is the next step? Director Froseth replied that if the recommended motions are approved, that will approve the necessary formalities, the necessary steps through state law at NDCC 40-22 requires these steps to declare an assessment district, resolution of necessity are the highlights of those. The City will publish the necessary information as required by state law in Friday's Mandan News and that will start the 30-day protest period. Every property owner within this district will have 30-days to protest. A step above the state law that the City does is sends out letters to every property owner within the district with the estimate of what their portion of the assessment would be. The plan would be to do that next week so the property owners would have 3 weeks ahead of when the deadline to submit letters of protest are due on Monday, January 6, 2020, at 4:30 p.m. The results of the

protests would be presented at the January 7, 2020 meeting. The next step would be to determine sufficiency of protest. If there are more than 50% of the properties in the district that submit letters of protest that would automatically kill the project. If not, then the City Commission has the option to go forward with the project and then we would launch into final design with a bid ready by March 2020. The average homeowner assessment would be approximately \$12,000-\$15,000. This is generally in the same range as the assessments in the South Side project.

Commissioner Davis stated he has received calls concerning the assessments. He encouraged the property owners who have any questions to schedule an appointment with City staff to review what the assessment entails. He commented that the breakdown of costs will be important to include in the letters that go out. Also, the buy down as alluded to by the Mayor with regard to how much the City is contributing are important facts to be relayed to the property owners. This is an older part of town that needs to be upgraded sooner than later. He stressed that proper messaging to the property owners is important.

Mayor Helbling stated that he has received positive comments on the street improvement project and negatives on the storm sewer as Commissioner Larson brought up earlier. Director Froseth stated that the total cost of the storm sewer (in the yellow area on the map) is \$764,000 in construction costs and \$230,000 in direct costs for engineering and administration for an estimated total of \$994,000 for the storm sewer portion. The area just getting storm sewer assessment has not been established in detail however it is estimated to be about 40% so that would be in the ballpark area of \$400,000. He reported that discussions have occurred with Administration, Finance and Public Works on funding this project and this also considers other projects that are tabbed for Municipal Infrastructure Fund uses that have yet to come before the board for a final decision. Mayor Helbling commented that it might be possible to come up with another solution for funding and to address that at a later date. He said that funding is a concern as all funds have been tapped into for past projects.

Commissioner Rohr commented that the City has been somewhat fortunate over time with some of its projects to access funding that helps out residents with their taxes and assessments, however that will not always be the case. In the alternative the areas would not be upgraded but that's not an option anymore. Commissioner Davis reiterated the importance that property owners are to be advised of why the streets and storm sewers are needed to be updated. Mayor Helbling suggested that a review of the design of that area should be done due to the problematic areas from heavy rains.

Commissioner Larson commented that she lived in this area and stated that it gets inundated with water and the homes at the bottom of the hill are the brunt of everything coming from the top of the hill. She pointed out that the homeowners in the yellow area were assessed a couple years ago and at that time the Commission was looking at the special assessment areas as to how to spread it around and they realized this was the street improvement district that was needed because they did not have improvements for a long time. Her concern is for the residents in the yellow area because they will have that special assessments come back to an area that was assessed not that long ago. She appreciates the frustration that everyone in the storm water sewer project is concerned about. She is in favor of using the municipal infrastructure funds for

these improvements and stated that she is against not addressing the storm water areas. She recommended that for those residents the commission should consider the impact being created on them since they were assessed not that long ago.

Mayor Helbling stated the assessment is fair in light of the problem. Everyone agrees that the project needs to go forward. The City administration and engineering staff have worked on this to buy down the project and they have over extended efforts to inform the residents of what's going on and what projected costs are expected to be.

Commissioner Davis moved to approve the engineer's report, approve the feasibility report and approve the resolution of necessity for Street Improvement District No. 215, Project No. 2019-05 (Mid-Town East). Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

Commissioner Larson moved to approve the dedication of Municipal Infrastructure funds towards the project at a rate of 20% of the amount to be assessed to the district and up to \$997,355 for the water and sewer needs. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

Mayor Helbling invited any suggestions or recommendations from anyone as to where funds could be obtained for a buy down for the other portion stating that the City Commission will consider any reasonable recommendation.

Commissioner Rohr moved to approve the dedication of an estimated \$742,748 from the water and sewer fund for additional water sewer costs that exceed the 2020 budget and the Municipal Infrastructure Fund allocations. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Consider conversion of the City Administrator contractual position to a regular full time employee position.* City Administrator Neubauer presented a request to consider making the position of City Administrator a regular position rather than a contractual one. He explained that the position of City Administrator was created in the late 1990's after the then city auditor left for another job and the auditor duties were melded into the administrator position. The position was advertised for on two separate occasions, the most recent in the fall/winter of 1999. There were only a few City Administrator positions in North Dakota at the time. The City Commission determined a one year contract would be appropriate in order for them to evaluate the effectiveness of the position. Following the one year contract, a series of three year contracts have been entered into since that time. In the past 19-20 years all major communities and several smaller ones in North Dakota have created the City Administrator position and view it as an effective use of personnel. He stated that he believes the worth of this position has been proven to be necessary since it evolved 19 years ago. He proposed that the position become a regular full time employee versus the only contractual position within the City. He provided a job description that is a combination of an earlier Condrey (salary and job description) study, the

---

existing contract and the Bismarck City Administrator Job Description along with a Grade 35. The minimum salary at this grade (after January 2020) would be \$103,846 with a maximum of \$159,587. The salary as of January 1, 2020 would be approximately 4.5% above the minimum; therefore, there would be no fiscal impact to the 2020 budget. The same benefits would apply as all other regular full time employees so that would be a non-issue.

Administrator Neubauer recommended converting the City Administrator position from a contractual position to a regular full time position with the attached job description effective January 1, 2020.

Mayor Helbling stated he requested Administrator Neubauer to put this on the Agenda since this position is the only contracted employee left in the City. He recommended the approval of this request. Commissioner Rohr stated he recalls the early days of the City Auditor position of which he did not know much about city governance so when the City Administrator position was created there was a big difference in organization within the city government. He believes the City Administrator position has proven to be equitable for the City of Mandan. Commissioner Davis commented he concurs with the statements of Mayor Helbling and Commissioner Rohr. He supports the request to move the position to a regular full time position.

Commissioner Larson moved to approve converting the City Administrator position from a contractual position to a regular full time position with the attached job description effective January 1, 2020. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

3. *Consider reappointing Amber Larson and the appointment of Chad Peterson to the Mandan Architectural Review Commission.* Building Official Ouradnik presented recommendations for appointments to the Mandan Architectural Review Commission (MARC). He stated that there are two positions up for consideration and the recommendation they are both full term positions beginning January 1, 2020 and expiring December 31, 2022. Letters of interest were sought and four letters were received. Members whose terms are expiring are: Amber Larson and Chris Redman and member Daniel Walter is voluntarily vacating his position.

The MARC met November 27, 2019 and considered recommendations for 2020 appointments. The individuals who submitted letters of interest were Amber Larson, Chad Peterson, Nicolas Cullen, and Robert Vayda. The committee considered all letters and approved the reappointment of Amber Larson and appointed Chad Peterson as a new member of MARC. The MARC recommended the re-appointment of Amber Larson for a three-year term from January 1, 2020 through December 31, 2022. The MARC recommends the appointment of Chad Peterson for a three-year term from January 1, 2020 through December 31, 2022.

Commissioner Davis moved to approve the recommendation reappointing Amber Larson and the appointment of Chad Peterson to the Mandan Architectural Review Commission for three-year terms from January 1, 2020 through December 31, 2022. Commissioner Braun seconded the motion.

Commissioner Larson commented that she typically does not like to see members repeat board terms in that it is typically good practice to have members replaced to allow other volunteers to serve. The biggest challenge with MARC was that Chris Redman and her terms both expired and if they went off, there would no longer be building or business owners strongly represented on the MARC. She feels it is important to have those areas present and represented.

Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Braun: Yes; Commissioner Larson: Yes; Mayor Helbling: Yes. The motion passed.

## I. RESOLUTIONS AND ORDINANCES

1. *Consider approval of Resolution establishing revised fee schedule for Engineering and Planning-related applications beginning January 1, 2020.* Principal Planner Van Dyke presented the adjustments to the fee schedule for land use and other permits within the purview of the Planning and Engineering Department. He stated that a part of the annual budget review, the Planning and Engineering Department evaluates its fee structure to ensure the costs associated with each application are born by the applicant. Only minor adjustments are proposed for the 2020 fee schedule. Two application types are proposed to be removed. These “stacked” applications provide discounts for certain types of applications that are coupled with others. In this case, a minor plat would lead to a reduction in the fees collected. The amount of processing and review by staff, public noticing, public hearings and meetings remains the same and therefore staff is recommending these two fees be removed from the fee schedule beginning in 2020. Increases to fees related to the subdivision of land are being proposed to be increased slightly. These will bring them closer in line with Bismarck’s fees and are typically some of the more labor intensive applications. Three new application fees are being proposed this year. A land-use and transportation plan amendment, master-planned subdivision, and appeal to an administrative denial to a non-zoning/non/subdivision regulation have been added. For example, with the McCreary land use and transportation plan amendment the City did not collect fees. A significant amount of work went into meeting with the applicants and to hold public hearings. This fee would match Bismarck’s fee for the application type and help cover the cost of the work contributed by staff through the process. Master-planned subdivisions do not currently collect fees although they add work to preliminary plats which require them. In addition, an appeal to an administrative denial has been added. One example of this is when a property owner wishes to have a larger driveway apron than that allowed by code. This requires a hearing before City Commissioners. The work in preparing the appeals document, evaluating the site, and presenting information and recommendation to City Commissioners all requires work that is, as of now, borne by the general public. Fees collected in the right-of-way were adjusted upwards slightly to reflect labor costs for administration and inspection. Each of these new application types would help to ensure labor and noticing costs are borne by the applicant, rather than the general taxpayer. Planner Van Dyke recommended approval of Resolution Adjusting Planning and Engineering Fees as presented and outlined in Exhibit 1.

Commissioner Davis moved to approve the Resolution establishing revised fee schedule for Engineering and Planning-related applications beginning January 1, 2020. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

---

2. *Introduction and First Consideration of Ordinance 1330 which will amend and re-enact the penalty sections of 24-1-2, 24-10-1, 24-12-8, 24-15-19 and 24-16-1 of Mandan Code of Ordinances to double the fine amount for each section.* City Attorney Brown presented a request for consideration of the Introduction and First Consideration of Ordinance 1330 which will amend and re-enact the penalty sections of 24-1-2, 24-10-1, 24-12-8, 24-15-19, and 24-16-1 of Mandan Code of Ordinances to double the fine amount for each section. The 2019 North Dakota State Legislature voted to allow the doubling of certain fines by Municipalities. Ordinance 1330 would change the fines in those applicable sections to double the current fine amount as provided by NDCC. Several cities in the state have adopted these. Attorney Brown recommended approval of the Ordinance.

Commissioner Braun moved to approve the Introduction and First Consideration of Ordinance 1330 which will amend and re-enact the penalty sections of 24-1-2, 24-10-1, 24-12-8, 24-15-19, and 24-16-1 of Mandan Code of Ordinances to double the fine amount for each section. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

3. *First Consideration of Ordinance 1331 to amend and reenact Article 2 Section 111-2-1 of the Mandan Code of Ordinances.* Building Official Ouradnik presented an update on the Mandan Building code to supplement the adoption of the State Building code on January 1, 2020. He explained that in the State Building code that will be adopted and implemented January 1, 2020, several modifications were made that the Building Inspections Department felt were vital to keep in our code. The modifications are as follows: (1) Removing the need for the self-closing self-latching door requirement between an attached garage and a dwelling. (2) Window sill height for an emergency escape and rescue opening in the basement of a dwelling from a maximum of 44” to a maximum of 48”. (The extra 4” can be a burdensome.) This is for new buildings more so than older buildings. (3) Eliminating the minimum slope requirements for drainage away from structures.

In addition to the modification on the State level the Building Inspections Department proposed changing the footing and foundation portion of Section 111-2-1 to adopt the State Building code requirements for footings and foundations and adding a requirement for footing on attached decks. The concerns of the department are also a concern voiced by the Mandan Fire Department. These code changes, at the state level were passed during the voting procedures for code adoption. All of the State Building code changes were contested by additional municipalities other than Mandan but did not receive the required votes to pass.

The amendments to the footings and foundation section are being put in place because they are more consistent with other municipalities and are more in line with current building practices. By placing the requirements into the Mandan Municipal Code the City can avoid confusion and be more consistent during the three year cycle of State Building code adoption increasing safety for the public. He recommended approval of the amendments to Article 2 Section 111-2-1 of the Mandan Municipal code.

Commissioner Rohr moved to approve the First Consideration of Ordinance 1331 to amend and reenact Article 2 Section 111-2-1 of the Mandan Code of Ordinances. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

4. *Second and final consideration of Ordinance 1326 related to murals.*

City Planner Van Dyke presented a request to approve the second and final consideration of Ordinance 1326 related to murals. He presented minor changes that were made from the first consideration (referring to blue text in the Exhibit 1 and Late Exhibit 2 of the staff report). These minor changes include clarifying language surrounding: (1) Revocation procedure related to degradation due to time, weather, lack of maintenance, and vandalism. (2) Standards for obscenity and excessive distractions. He explained that the additional changes provide clarification and are more measurable as far as the standards for excessive distraction (defining what qualifies as an excessive distraction and how that would be measured). The intent of the original version is that if there was degradation the owner would bring the mural back into conformity, to its original state or remove it. It was previously worded to imply that it would have to be removed. The standards for obscenity have further been defined. Ordinance 1326 has been reviewed and approved by legal counsel. Engineering and Planning recommend approval of the mural ordinance as presented. He reported that there were no comments received since the first consideration was presented.

Commissioner Davis moved to approve the second and final consideration of Ordinance 1326 as presented in Exhibit 1 with the additional changes to Standard (e) provided in Late Exhibit 2. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

5. *Consider Springing Agreement between Uniti and the City of Mandan.*

City Administrator Neubauer presented a request to consider a right-of-way agreement with Uniti Fiber LLC. He explained that Uniti owns telecommunications lines that have already been installed in Mandan (Memorial Bridge to Expressway Bridge) along 46<sup>th</sup> Ave. These lines should be currently operated by a subsidiary of Windstream as the result of a leasing arrangement between Uniti and Windstream executed in 2015 when Uniti was subdivided from Windstream. Windstream entity is part of McLeod USA Telecommunications Services, Inc.

Windstream is currently in bankruptcy and Uniti may need to take over operations of these lines on sudden notice. Uniti is seeking an agreement with the City of Mandan in advance of that prospect. He reviewed the agreement between the City and McLeod that might serve as a model for an agreement with Uniti (Uniti Fiber LLC), though some other form, like a franchise or right-of-way agreement, might be the City's preference. He reported that he is not aware of any additional construction plans by Uniti rather this is about existing lines. City Attorney Brown reviewed the Springing Agreement and he recommended approval of the Springing Agreement between Uniti LLC and the City of Mandan. He commented there are no consumers attached to this cable in Mandan assuming it was a plan for expansion that never happened.

Mayor Helbling inquired if this goes into Bankruptcy is that the time to bring this up? Attorney Brown commented that his understanding of bankruptcy and when visiting with the attorney involved in this matter the goal is to just maintain the status quo if something happens. If nothing happens, then, nothing happens. He stated that he is not aware of any legal reason to not do this.

Commissioner Davis moved to approve the Springing Agreement between Uniti and the City of Mandan. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: No. The motion passed.

J. OTHER BUSINESS:

1. Mayor Helbling extended a thank you to the Public Works Department for the great job done on snow removal after the recent storm that went through the state.
2. Santa's Arrival was postponed due to the snow storm and is rescheduled for December 17, 2019 5:00 p.m at the Mandan Beanery.

K. ADJOURNMENT:

There being no other business to come before the Board, Commissioner Davis motioned to adjourn the meeting at 6:33 pm. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present.

---

James Neubauer  
City Administrator

---

Tim Helbling, Mayor  
Board of City Commissioners



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 9, 2019  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, Engineering and Planning Director  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Consider request for refund of application fees for Vacation of 18<sup>th</sup> Ave SE

---

STATEMENT/PURPOSE:

Meadowlands Development LLC and Meadowlands Park LLC is seeking a refund to the request for vacation of a portion of 18<sup>th</sup> Ave. SE. The only work completed on the request for vacation is a consent agenda item to request a public hearing. The consent agenda item was approved on November 19, 2019 under the consent agenda item #4.

Minimal work has been completed and staff is recommending approval of the refund in full.

BACKGROUND/ALTERNATIVES:

Meadowlands Development LLC and Meadowlands Park LLC is seeking a refund to the request for vacation of a portion of 18<sup>th</sup> Ave. SE. The only work completed on the request for vacation is a consent agenda item to request a public hearing. The consent agenda item was approved on November 19, 2019 under the consent agenda item #4.

Minimal work has been completed and staff is recommending approval of the refund in full.

ATTACHMENTS:

Exhibit 1 – Original Consent Agenda Item #4

FISCAL/STAFF IMPACT: minimal

LEGAL REVIEW: All information has been reviewed and approved by Attorney Brown.

RECOMMENDATION: Staff recommends refunding the vacation application fees of \$500.

Board of City Commissioners Agenda Documentation

Meeting Date: December 17, 2019

Subject: Consider request for refund of application fees for Vacation of 18<sup>th</sup> Ave SE

Page 2 of 2

SUGGESTED ACTION: I move to approve the refund of \$500 for the application fees for vacation of 18<sup>th</sup> Ave. SE.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 10, 2019  
**SUBMITTING DEPARTMENT:** Assessing Department  
**DEPARTMENT DIRECTOR:** Kimberly Markley  
**PRESENTER:** Kimberly Markley, City Assessor  
**SUBJECT:** Vanguard Appraisals, Inc. services for commercial appraisals and budget transfer

---

STATEMENT/PURPOSE: To consider Vanguard Appraisals, Inc. services for commercial appraisals for 2020 assessments and budget transfer.

BACKGROUND/ALTERNATIVES: We are reviewing commercial properties in the City of Mandan for the 2020 assessment year. Having a professional commercial appraisal company that specializes in mass appraisal would be highly beneficial and recommended. They would also be available to defend the valuations at the city, county, and state boards of equalization if necessary.

ATTACHMENTS: N/A

FISCAL IMPACT: Transfer \$6,000 from budgetary savings in Finance Department to Assessing Department

STAFF IMPACT: Minimal

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend approving services from Vanguard Appraisals, Inc. and approving the budget transfer of \$6,000 from Finance Department to Assessing Department.

SUGGESTED MOTION: I move to approve services from Vanguard Appraisals, Inc. and approving the budget transfer of \$6,000 from Finance Department to Assessing Department.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 9, 2019  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Minor Plat of Lot 5 & 5A, Roughrider Estates  
Pioneer Addition

---

**STATEMENT/PURPOSE:** Consider approval of minor plat of Lot 5 & 5A, Roughrider Estates Pioneer Addition.

**BACKGROUND/ALTERNATIVES:** Lot 5A, Roughrider Estates Pioneer Addition was recently sold to the owner of Lot 5. The property owner would like to combine both properties to ensure that Lot 5A in the rear does not again go back to the city for failure to pay taxes. Combining the lots will ensure that the combined lots will be conveyed together upon sale to a new owner and that property taxes will be assessed to a single lot.

Engineering and Planning recommend approval of the lot combination that is facilitated by this minor plat as proposed in Exhibit 1.

**ATTACHMENTS:**

Exhibit 1 – Minor Plat of Replat of Lots 5 & 5A Roughrider Estates Pioneer Addition

**FISCAL IMPACT:** N/a

**STAFF IMPACT:** N/a

**LEGAL REVIEW:** This document has been forwarded to Attorney Brown as part of the agenda packet.

**RECOMMENDATION:** The Engineering and Planning Department recommend approval of the minor plat of Replat of Lots 5 & 5A Roughrider Estates Pioneer Addition as shown in Exhibit 1.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 17, 2019

Subject: Consider approval of Minor Plat for Replat of Lots 5 & 5A Roughrider Estates  
Pioneer Addition

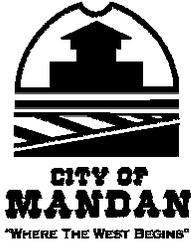
Page 2 of 2

---

**SUGGESTED MOTION:** I recommend approval of the minor plat for Replat of Lots 5 & 5A Roughrider Estates Pioneer Addition as shown in Exhibit 1.

# EXHIBIT 1

Consent No. 4



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** November 19, 2019  
**PREPARATION DATE:** November 13, 2019  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, Engineering and Planning Director  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Consider holding a public hearing for the vacation of a portion of 18<sup>th</sup> Ave SE

---

**STATEMENT/PURPOSE:**

Meadowlands Development LLC and Meadowlands Park LLC, in compliance with the requirements of NDCC 40-39-05, has submitted to the City of Mandan a request to vacate a segment of 18th Ave. SE (See Exhibit 1).

**BACKGROUND/ALTERNATIVES:**

Meadowlands Development LLC and Meadowlands Park LLC are seeking to vacate a portion of 18<sup>th</sup> Ave. SE immediately abutting Memorial Hwy and running south approximately 430 ft. to Frontier Trail S. The subject right-of-way is not paved.

If approved, a public hearing will be scheduled following four consecutive weeks of noticing as required by state law.

**ATTACHMENTS:**

Exhibit 1 – Map of Portion of 18<sup>th</sup> Ave SE to be Considered for Vacation

**FISCAL/STAFF IMPACT:** minimal

**LEGAL REVIEW:** All information has been reviewed and approved by Attorney Brown.

**RECOMMENDATION:** Staff recommends proceeding with consideration of this proposed vacation.

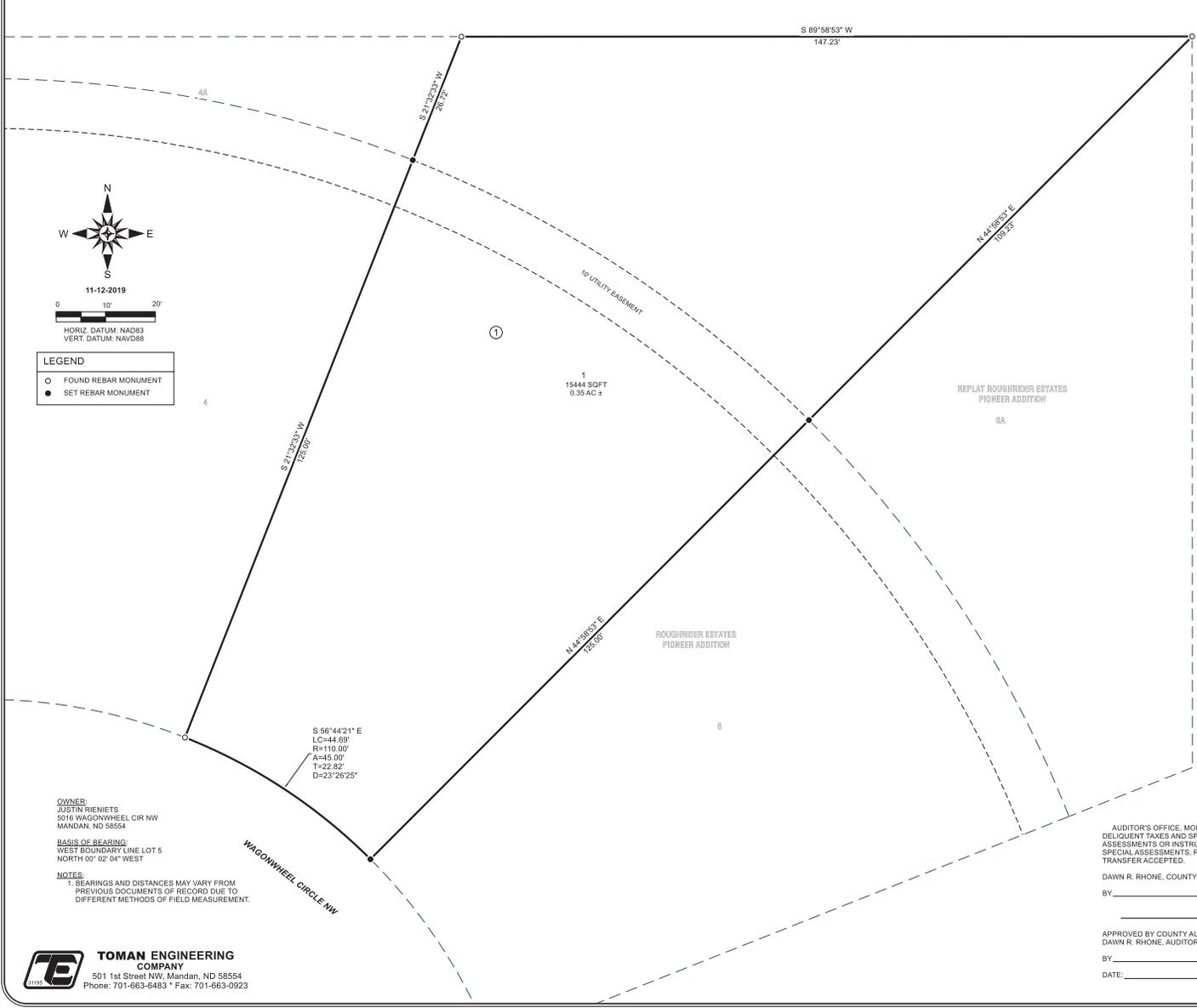
**SUGGESTED ACTION:** I move to approve holding a public hearing following four consecutive weeks of noticing to consider the vacation of a portion of 18<sup>th</sup> Ave. SE as illustrated in Exhibit 1.

# EXHIBIT 1

## REPLAT OF LOTS 5 & 5A ROUGHRIDER ESTATES PIONEER ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

ALL OF LOT 5, BLOCK 1, ROUGHRIDER ESTATES, PIONEER ADDITION AND ALL OF LOT 5A, BLOCK 1, REPLAT OF ROUGHRIDER ESTATES, PIONEER ADDITION OF THE SE 1/4, SECTION 12, T139N-R82W OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA



**DESCRIPTION OF PROPERTY**

ALL OF LOT 5, BLOCK 1, ROUGHRIDER ESTATES, PIONEER ADDITION AND ALL OF LOT 5A, BLOCK 1 OF THE REPLAT OF ROUGHRIDER ESTATES, PIONEER ADDITION, ALL IN THE SE 1/4 OF SECTION 12, TOWNSHIP 139 NORTH, RANGE 82 WEST OF THE 5TH PRINCIPAL MERIDIAN OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, SAID TRACT OF LAND BEING 15.444 SQ FT (0.35 ACRES), MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I, MARK R. ISAACS, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 9628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT. FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDREDTHS THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF. FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 9628

STATE OF NORTH DAKOTA )  
 ) SS  
 COUNTY OF MORTON )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, THERE APPEARED BEFORE ME MARK R. ISAACS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

HARVEY SCHNEIDER  
 NOTARY PUBLIC, NORTH DAKOTA

**OWNER'S CERTIFICATE OF DEDICATION**

WE, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATERLINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OF SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENTS".

JUSTIN RIENIETS

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
 NOTARY PUBLIC  
 COUNTY \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**

THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF SAID CITY OF MANDAN, AND REGULATIONS ADOPTED BY THE PLANNING COMMISSION OF SAID CITY, IN WITNESS WHEREOF ARE SET THE HANDS OF THE CHAIRMAN AND THE SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA.

BILL ROBINSON - CHAIRMAN      NANCY MOSER - SECRETARY

**APPROVAL OF BOARD OF CITY COMMISSIONERS**

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

JIM NEUBAUER      TIM HELBLING - PRESIDENT OF  
 CITY ADMINISTRATOR      THE BOARD OF CITY COMMISSIONERS

I, JUSTIN FROSETH, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "REPLAT OF LOTS 5 & 5A ROUGHRIDER ESTATES PIONEER ADDITION" OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JUSTIN FROSETH, PE

AUDITOR'S OFFICE, MORTON CO., ND.  
 DELINQUENT TAXES AND SPECIAL  
 ASSESSMENTS OR INSTRUMENTS OF  
 SPECIAL ASSESSMENTS, PAID AND  
 TRANSFER ACCEPTED.

DAWN R. RHONE, COUNTY AUDITOR  
 BY \_\_\_\_\_ DEPUTY

APPROVED BY COUNTY AUDITOR'S OFFICE  
 DAWN R. RHONE, AUDITOR

BY \_\_\_\_\_ DEPUTY  
 DATE: \_\_\_\_\_

OWNER:  
 JUSTIN RIENIETS  
 5016 WAGONWHEEL CIR NW  
 MANDAN, ND 58554

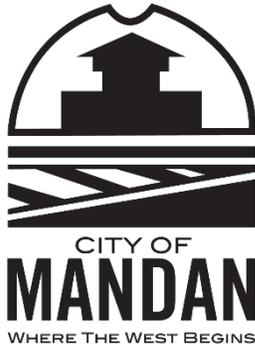
BASIS OF BEARING:  
 WEST BOUNDARY LINE LOT 5  
 NORTH 00° 02' 04" WEST

NOTES:  
 1. BEARINGS AND DISTANCES MAY VARY FROM  
 PREVIOUS DOCUMENTS OF RECORD DUE TO  
 DIFFERENT METHODS OF FIELD MEASUREMENT.



**TOMAN ENGINEERING COMPANY**  
 501 1st Street NW, Mandan, ND 58554  
 Phone: 701-663-6483 • Fax: 701-663-0923

REPLAT OF LOTS 5 & 5A ROUGHRIDER ESTATES PIONEER ADDITION



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 05, 2019  
**SUBMITTING DEPARTMENT:** Public Works  
**DEPARTMENT DIRECTOR:** Mitch Bitz  
**PRESENTER:** Mitch Bitz, Director of Public Works  
**SUBJECT:** Sale of Unused City Vehicles

**STATEMENT/PURPOSE:** Request permission to dispose of multiple city department's obsolete vehicles at public auction

**BACKGROUND/ALTERNATIVES:** As being responsible for the largest number of fleet vehicles in the City of Mandan, Public Works has taken the lead as a single point of contact to dispose of obsolete vehicles. Over the course of the past several years, multiple departments have accumulated unused and obsolete vehicles. These vehicles are no longer useful to city departments and are costing the city money, as they need to be insured as well as maintained to absolute minimum standards (i.e. batteries, tires, etc.). We plan to dispose of these vehicles through public auction at Northland Auto Auction. There is an auction December 28, 2019 at which time, we would prefer to sell the vehicles, if we are not able to make the December 28<sup>th</sup> date, we would then use one of the January auction dates for the sale. Northland Auction charges a fee on a sliding scale basis, as an example, for a vehicle that sells for \$1,000 the city would be charged \$140, for a vehicle that sells for \$5,000 the city would be charged a \$250 fee. Disposal of these vehicles will be conducted in accordance with Mandan Municipal Code Sec 2-4-5.

<b>Vehicles to be disposed:</b>	<b>Approx. Value</b>
<i>Fire Department - 2009 Ford Expedition 95,786 miles</i>	\$5,713
<i>Building Inspections - 2007 Ford Expedition 119,661 miles</i>	\$5,486
<i>Assessing - 1999 Chevrolet Tahoe 172,055 miles</i>	\$1,168
<i>City Hall Maint. - 2000 Dodge Ram P/U 122,051 miles</i>	\$ 950
<i>Water Meter - 2006 Ford Taurus 101,616 miles</i>	\$2,236
<i>Street - 1995 Ford Explorer 107,000 miles</i>	\$1,432
<i>Grounds Maint. - 2004 GMC 2500 153,537 miles</i>	\$6,361

**ATTACHMENTS:** Kelly Blue Book cover sheets for each vehicle

FISCAL IMPACT: Unknown

STAFF IMPACT: Public Works staff will continue to coordinate with the various departments to ensure all vehicles are ready to be auctioned, in addition, Public Works will also coordinate with Northland Auto Auction to facility the sales

LEGAL REVIEW: Attorney Brown has reviewed the information as presented

RECOMMENDATION: To allow staff to proceed with the sale of the above listed obsolete vehicles

SUGGESTED MOTION: I make a motion to allow staff to proceed with the sale of the above listed obsolete vehicles

Advertisement

# 2009 Ford Expedition Pricing Report



**Style:** XLT Sport Utility 4D  
**Mileage:** 95,786

## Vehicle Highlights

Fuel Economy:  
City 12/Hwy 17/Comb 14 MPG

Doors: 4

Drivetrain: 4WD

EPA Class: Sport Utility Vehicles

Country of Origin: United States

Max Seating: 8

Engine: V8, Flex Fuel, 5.4 Liter

Transmission: Automatic, 6-Spd  
w/Overdrive

Body Style: Sport Utility

Country of Assembly: United States

## Sell To Private Party

Private Party Range  
**\$5,713 - \$7,104**  
Private Party Value  
\$6,409



**Private Party Values valid for your area through 12/05/2019**  
**Fair Condition**

## Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

### Engine

V8, Flex Fuel, 5.4 Liter

### Transmission

Automatic, 6-Spd w/Overdrive

### Drivetrain

✓ 4WD

### Braking and Traction

Traction Control

Stability Control

ABS (4-Wheel)

### Comfort and Convenience

Keyless Entry

Air Conditioning

Air Conditioning, Rear

Power Windows

Power Door Locks

Cruise Control

### Steering

Power Steering

Tilt Wheel

### Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

### Safety and Security

Dual Air Bags

Side Air Bags

Head Curtain Air Bags

### Seats

Power Seat

### Exterior

Running Boards

### Cargo and Towing

Towing Pkg

### Wheels and Tires

Alloy Wheels

### Exterior Color

✓ White

## Glossary of Terms

**Kelley Blue Book® Trade-in Value** - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

**Trade-In Range** - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

### Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

**Kelley Blue Book® Private Party Value** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

© 2019 Kelley Blue Book Co., Inc. All rights reserved. 11/27/2019-12/5/2019 Edition for North Dakota 58554. The specific information required to determine the value for this particular vehicle was supplied by the person generating this report. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This report is intended for the individual use of the person generating this report only and shall not be sold or transmitted to another party. Kelley Blue Book assumes no responsibility for errors or omissions. (v.19120)

Advertisement

Buy from a Dealer

## Used 2007 Ford Expedition XLT Sport Utility 4D

near Dickinson, ND 58601   
Lowest Priced Style



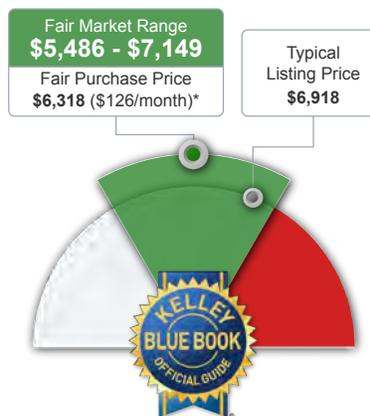
Combined Fuel Economy

14 MPG

KBB.com Consumer Rating

★★★★☆

4.6 / 5



Based on Good Condition or Better

Valid for ZIP Code 58601 through 12/05/2019

### Your Configured Options

#### Engine

V8, 5.4 Liter

#### Transmission

Automatic

#### Drivetrain

2WD

✓ 4WD

#### Accessory Packages

Off-Road Pkg

#### Braking and Traction

Traction Control

Stability Control

ABS (4-Wheel)

#### Comfort and Convenience

Air Conditioning

Air Conditioning, Rear

Power Windows

Power Door Locks

Cruise Control

#### Steering

Power Steering

Tilt Wheel

#### Entertainment and Instrumentation

AM/FM Stereo

Cassette

CD/MP3 (Single Disc)

CD/MP3 (Multi Disc)

Premium Sound

Navigation System

DVD System

Video System

Integrated Phone

#### Safety and Security

Parking Sensors

Dual Air Bags

Side Air Bags

F&R Side Air Bags

#### Seats

Power Seat

Dual Power Seats

Leather

Third Row Seat

Quad Seating (4 Buckets)

#### Roof and Glass

Sun Roof (Flip-Up)

Sun Roof (Sliding)

Moon Roof

#### Exterior

Running Boards

Grille Guard

#### Cargo and Towing

Roof Rack

Towing Pkg

#### Wheels and Tires

Alloy Wheels

Premium Wheels

Oversize Off-Road Tires

Oversized Premium Wheels 20"+

#### Exterior Color

Beige

Black

Blue

Brown

Burgundy

Gold

Gray

Green

Orange

Pink

Purple

Red

Silver

✓ White

Yellow

### Glossary of Terms

**Suggested Retail Price** - Suggested Retail Price is representative of dealers' asking prices. It assumes that the vehicle has been fully reconditioned and takes into account the dealers' profit and costs for advertising. The final sale price will likely be less, depending on the car's actual condition, popularity, warranty and local market factors.

**Kelley Blue Book® Fair Purchase Price (Used Car)** - This is the price people are typically paying a dealer for a used car with typical mileage in good condition or better. This price is based on actual used-car transactions and adjusted regularly as market conditions change.

**Fair Market Range (Used Car)** - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage and configured with your selected options, excluding taxes, title and fees when purchasing from a dealer. Each dealer sets and controls its own pricing.

**Kelley Blue Book® Certified Pre-Owned (CPO) Price** - This is the dealers' asking price of a car that meets the manufacturers' CPO program, which includes an additional warranty beyond the original factory warranty. It includes certification program costs, dealer profits and retail costs. The final price depends on the car's actual condition, popularity, warranty and local market factors.

**Fair Market Range (CPO)** - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for this year, make and model Certified Pre-Owned vehicle with typical mileage configured with your selected options, excluding taxes, title and fees. Each dealer sets and controls its own pricing.

**Kelley Blue Book® Private Party Price** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an 'as is' value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when purchasing from a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

## Tip:

Kelley Blue Book pricing is based on actual transactions and adjusted regularly as market conditions change.

---

[FAQ](#) | [Contact Us](#) | [About Us](#) | [Careers](#) | [Corporate](#) | [Advertising](#) | [Media](#) | [Site Map](#) | [KBB Brazil](#)

Follow Us



---

© 1995-2019 Kelley Blue Book Co.®, Inc. All rights reserved. Copyrights & Trademarks | [Terms of Service](#) | [Privacy Policy](#) | [Linking Policy](#) | [Ad Choices](#)

© 2019 Kelley Blue Book Co., Inc. All rights reserved. 11/27/2019-12/5/2019 Edition for North Dakota 58601. The specific information required to determine the value for this particular vehicle was supplied by the person generating this report. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This report is intended for the individual use of the person generating this report only and shall not be sold or transmitted to another party. Kelley Blue Book assumes no responsibility for errors or omissions. (v.19120)



Advertisement

# 1999 Chevrolet Tahoe Pricing Report



**Style:** Sport Utility 4D  
**Mileage:** 172,055

## Sell To Private Party

Private Party Range  
**\$1,168 - \$2,933**  
 Private Party Value  
**\$2,051**



Valid for ZIP Code 58554 through 12/05/2019

## Vehicle Highlights

- Fuel Economy: City 11/Hwy 15/Comb 13 MPG
- Max Seating: 6
- Doors: 4
- Engine: V8, 5.7 Liter
- Drivetrain: 4WD
- Transmission: Automatic
- EPA Class: Sport Utility Vehicles
- Body Style: Sport Utility
- Country of Origin: United States
- Country of Assembly: United States

## Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

### Engine

V8, 5.7 Liter

### Transmission

Automatic

### Drivetrain

4WD

### Braking and Traction

ABS (4-Wheel)

### Comfort and Convenience

- Air Conditioning
- Power Windows
- Power Door Locks
- Cruise Control

### Steering

- Power Steering
- Tilt Wheel

### Entertainment and Instrumentation

- AM/FM Stereo
- Cassette

### Safety and Security

- Dual Air Bags

### Seats

- Dual Power Seats

### Cargo and Towing

- Roof Rack

### Wheels and Tires

- Oversized Premium Wheels 20"+

### Exterior Color

- ✓ Brown

## Glossary of Terms

**Kelley Blue Book® Trade-in Value** - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

**Trade-In Range** - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

Advertisement

## 1999 Chevrolet Tahoe Pricing Report



**Style:** Sport Utility 4D  
**Mileage:** 172,055

### Vehicle Highlights

Fuel Economy: City 11/Hwy 15/Comb 13 MPG	Max Seating: 6
Doors: 4	Engine: V8, 5.7 Liter
Drivetrain: 4WD	Transmission: Automatic
EPA Class: Sport Utility Vehicles	Body Style: Sport Utility
Country of Origin: United States	Country of Assembly: United States

### Trade In To a Dealer

Trade-in Range  
**\$441 - \$1,196**  
Trade-in Value  
**\$819**



Valid for ZIP Code 58554 through 12/05/2019

### Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

#### Engine

V8, 5.7 Liter

#### Transmission

Automatic

#### Drivetrain

4WD

#### Braking and Traction

ABS (4-Wheel)

#### Comfort and Convenience

Air Conditioning  
Power Windows  
Power Door Locks  
Cruise Control

#### Steering

Power Steering  
Tilt Wheel

#### Entertainment and Instrumentation

AM/FM Stereo  
Cassette

#### Safety and Security

Dual Air Bags

#### Seats

Dual Power Seats

#### Cargo and Towing

Roof Rack

#### Wheels and Tires

Oversized Premium Wheels 20"+

#### Exterior Color

✓ Brown

### Glossary of Terms

**Kelley Blue Book® Trade-in Value** - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

**Trade-In Range** - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

**Kelley Blue Book® Private Party Value** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

© 2019 Kelley Blue Book Co., Inc. All rights reserved. 11/27/2019-12/5/2019 Edition for North Dakota 58554. The specific information required to determine the value for this particular vehicle was supplied by the person generating this report. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This report is intended for the individual use of the person generating this report only and shall not be sold or transmitted to another party. Kelley Blue Book assumes no responsibility for errors or omissions. (v.19120)

Advertisement

# 2000 Dodge Ram 1500 Club Cab Pricing Report



**Style:** Short Bed  
**Mileage:** 122,051

Trade In To a Dealer



## Vehicle Highlights

Fuel Economy: City 12/Hwy 17/Comb 14 MPG	Max Seating: 6
Doors: 2	Engine: V8, 5.2 Liter
Drivetrain: 2WD	Transmission: Automatic
EPA Class: Standard Pickup Trucks	Body Style: Pickup
Country of Origin: United States	Country of Assembly: United States

Trade -in Values valid for your area through 12/05/2019  
Fair Condition

## Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

### Engine

V8, 5.2 Liter

### Transmission

Automatic

### Drivetrain

2WD

### Braking and Traction

ABS (4-Wheel)

### Comfort and Convenience

Air Conditioning  
Power Windows  
Power Door Locks  
Cruise Control

### Steering

Power Steering  
Tilt Wheel

### Entertainment and Instrumentation

AM/FM Stereo  
Cassette

### Safety and Security

Dual Air Bags

### Wheels and Tires

Premium Wheels

### Exterior Color

✓ Brown

## Glossary of Terms

**Kelley Blue Book® Trade-in Value** - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

**Trade-In Range** - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.



Advertisement

## Used 2006 Ford Taurus SE Sedan 4D

near Dickinson, ND 58601   
Lowest Priced Style



Combined Fuel Economy

21 MPG

KBB.com Consumer Rating

★ ★ ★ ★ ☆

4.1 / 5

Buy from a Dealer



**Based on Good Condition or Better**

Valid for ZIP Code 58601 through 12/05/2019

## Your Configured Options

### Engine

6-Cyl, 3.0 Liter  
6-Cyl, Flex Fuel, 3.0L

### Transmission

Automatic

### Drivetrain

FWD

### Braking and Traction

Traction Control  
ABS (4-Wheel)

### Comfort and Convenience

Air Conditioning  
Power Windows  
Power Door Locks  
Cruise Control

### Steering

Power Steering  
Tilt Wheel

### Entertainment and Instrumentation

AM/FM Stereo  
Cassette  
CD/MP3 (Single Disc)  
CD/MP3 (Multi Disc)  
Premium Sound  
Navigation System  
DVD System  
Integrated Phone

### Safety and Security

Dual Air Bags  
Side Air Bags  
F&R Side Air Bags

### Seats

Power Seat  
Dual Power Seats  
Leather

### Roof and Glass

Sun Roof (Flip-Up)  
Sun Roof (Sliding)  
Moon Roof

### Exterior

Rear Spoiler

### Wheels and Tires

Steel Wheels  
Alloy Wheels  
Premium Wheels  
Premium Wheels 19"+

### Exterior Color

Beige  
Black  
Blue  
Brown  
Burgundy  
Gold  
Gray  
Green  
Orange  
Pink  
Purple  
Red  
Silver  
White  
Yellow

## Glossary of Terms

**Suggested Retail Price** - Suggested Retail Price is representative of dealers' asking prices. It assumes that the vehicle has been fully reconditioned and takes into account the dealers' profit and costs for advertising. The final sale price will likely be less, depending on the car's actual condition, popularity, warranty and local market factors.

Tip:

Kelley Blue Book pricing is based on actual transactions

and adjusted regularly as market conditions change.

**Kelley Blue Book® Fair Purchase Price (Used Car)** - This is the price people are typically paying a dealer for a used car with typical mileage in good condition or better. This price is based on actual used-car transactions and adjusted regularly as market conditions change.

**Fair Market Range (Used Car)** - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage and configured with your selected options, excluding taxes, title and fees when purchasing from a dealer. Each dealer sets and controls its own pricing.

**Kelley Blue Book® Certified Pre-Owned (CPO) Price** - This is the dealers' asking price of a car that meets the manufacturers' CPO program, which includes an additional warranty beyond the original factory warranty. It includes certification program costs, dealer profits and retail costs. The final price depends on the car's actual condition, popularity, warranty and local market factors.

**Fair Market Range (CPO)** - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for this year, make and model Certified Pre-Owned vehicle with typical mileage configured with your selected options, excluding taxes, title and fees. Each dealer sets and controls its own pricing.

**Kelley Blue Book® Private Party Price** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an 'as is' value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when purchasing from a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

---

[FAQ](#) | [Contact Us](#) | [About Us](#) | [Careers](#) | [Corporate](#) | [Advertising](#) | [Media](#) | [Site Map](#) | [KBB Brazil](#)

Follow Us



---

© 1995-2019 Kelley Blue Book Co.®, Inc. All rights reserved. Copyrights & Trademarks | [Terms of Service](#) | [Privacy Policy](#) | [Linking Policy](#) | [Ad Choices](#)

© 2019 Kelley Blue Book Co., Inc. All rights reserved. 11/27/2019-12/5/2019 Edition for North Dakota 58601. The specific information required to determine the value for this particular vehicle was supplied by the person generating this report. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This report is intended for the individual use of the person generating this report only and shall not be sold or transmitted to another party. Kelley Blue Book assumes no responsibility for errors or omissions. (v.19120)



Advertisement

## Used 1995 Ford Explorer Sport Utility 4D

near Dickinson, ND 58601   
Lowest Priced Style



Combined Fuel Economy

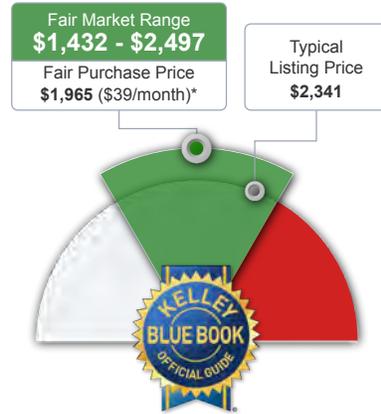
16 MPG

KBB.com Consumer Rating

★ ★ ★ ★ ☆

4.3 / 5

### Buy from a Dealer



**Based on Good Condition or Better**

Valid for ZIP Code 58601 through 12/05/2019

## Your Configured Options

### Engine

V6, 4.0 Liter

### Transmission

Automatic  
Manual, 5-Spd

### Drivetrain

2WD  
4WD

### Accessory Packages

Eddie Bauer  
Expedition  
Limited  
Sport  
✓ XL  
XLT

### Braking and Traction

ABS (4-Wheel)

### Comfort and Convenience

Air Conditioning  
Air Conditioning, Rear  
Power Windows  
Power Door Locks  
Cruise Control

### Steering

Power Steering  
Tilt Wheel

### Entertainment and Instrumentation

AM/FM Stereo  
Cassette  
CD/MP3 (Single Disc)  
CD/MP3 (Multi Disc)  
Premium Sound  
Navigation System  
DVD System  
Video System

### Seats

✓ Power Seat  
Dual Power Seats  
Leather

### Roof and Glass

Sun Roof (Flip-Up)  
Sun Roof (Sliding)  
Moon Roof

### Exterior

✓ Running Boards  
Grille Guard

### Cargo and Towing

✓ Roof Rack  
Towing Pkg

### Wheels and Tires

Steel Wheels  
Alloy Wheels  
Premium Wheels  
Oversize Off-Road Tires  
Oversized Premium Wheels 20"+

### Exterior Color

Beige  
Black  
Blue  
Brown  
Burgundy  
Gold  
Gray  
Green  
Orange  
Pink  
Purple  
Red  
Silver  
✓ White  
Yellow

## Glossary of Terms

Tip:

Kelley Blue Book pricing is based on actual transactions and adjusted regularly as market conditions change.

**Suggested Retail Price** - Suggested Retail Price is representative of dealers' asking prices. It assumes that the vehicle has been fully reconditioned and takes into account the dealers' profit and costs for advertising. The final sale price will likely be less, depending on the car's actual condition, popularity, warranty and local market factors.

**Kelley Blue Book® Fair Purchase Price (Used Car)** - This is the price people are typically paying a dealer for a used car with typical mileage in good condition or better. This price is based on actual used-car transactions and adjusted regularly as market conditions change.

**Fair Market Range (Used Car)** - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage and configured with your selected options, excluding taxes, title and fees when purchasing from a dealer. Each dealer sets and controls its own pricing.

**Kelley Blue Book® Certified Pre-Owned (CPO) Price** - This is the dealers' asking price of a car that meets the manufacturers' CPO program, which includes an additional warranty beyond the original factory warranty. It includes certification program costs, dealer profits and retail costs. The final price depends on the car's actual condition, popularity, warranty and local market factors.

**Fair Market Range (CPO)** - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for this year, make and model Certified Pre-Owned vehicle with typical mileage configured with your selected options, excluding taxes, title and fees. Each dealer sets and controls its own pricing.

**Kelley Blue Book® Private Party Price** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an 'as is' value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when purchasing from a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

---

[FAQ](#) | [Contact Us](#) | [About Us](#) | [Careers](#) | [Corporate](#) | [Advertising](#) | [Media](#) | [Site Map](#) | [KBB Brazil](#)

Follow Us      

---

© 1995-2019 Kelley Blue Book Co.®, Inc. All rights reserved. Copyrights & Trademarks | [Terms of Service](#) | [Privacy Policy](#) | [Linking Policy](#) | [Ad Choices](#)

© 2019 Kelley Blue Book Co., Inc. All rights reserved. 11/27/2019-12/5/2019 Edition for North Dakota 58601. The specific information required to determine the value for this particular vehicle was supplied by the person generating this report. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This report is intended for the individual use of the person generating this report only and shall not be sold or transmitted to another party. Kelley Blue Book assumes no responsibility for errors or omissions. (v.19120)



Advertisement

# Used 2004 GMC Sierra 3500 Extended Cab Work Truck Pickup 4D 8 ft

near Dickinson, ND 58601   
Lowest Priced Style



KBB.com Consumer Rating  
★★★★☆  
4.6 / 5

Buy from a Dealer



## Your Configured Options

### Engine

- ✓ V8, 6.0 Liter
- V8, 8.1 Liter
- V8, Turbo Diesel, 6.6L

### Transmission

- Automatic
- Manual, 5-Spd
- Manual, 6-Spd

### Drivetrain

- 2WD
- 4WD

### Braking and Traction

- ABS (4-Wheel)

### Comfort and Convenience

- Air Conditioning
- Sliding Rear Window
- Power Sliding Rear Window
- Power Windows
- Power Door Locks
- Cruise Control

### Steering

- QuadraSteer
- Power Steering
- Tilt Wheel

### Entertainment and Instrumentation

- AM/FM Stereo
- Cassette
- CD/MP3 (Single Disc)
- CD/MP3 (Multi Disc)
- Premium Sound
- Navigation System
- DVD System
- Video System
- OnStar

### Safety and Security

- Parking Sensors
- Dual Air Bags

### Seats

- Power Seat
- Dual Power Seats
- Leather

### Roof and Glass

- Sun Roof (Flip-Up)
- Sun Roof (Sliding)
- Moon Roof

### Exterior

- Stepside Bed
- Running Boards
- Pickup Shell
- Grille Guard
- ✓ Utility Body

### Cargo and Towing

- Roof Rack
- Hard Tonneau Cover
- Bed Liner
- ✓ Towing Pkg

### Wheels and Tires

- Steel Wheels
- Alloy Wheels
- Premium Wheels
- Oversize Off-Road Tires
- Oversized Premium Wheels 20"+
- Dual Rear Wheels

### Exterior Color

- Beige
- Black
- Blue
- Brown
- Burgundy
- Gold
- Gray
- Green
- Orange
- Pink
- Purple
- Red
- Silver
- ✓ White
- Yellow

## Glossary of Terms

**Suggested Retail Price** - Suggested Retail Price is representative of dealers' asking prices. It assumes that the vehicle has been fully reconditioned and takes into account the dealers' profit and costs for advertising. The final sale price will likely be less, depending on the car's actual condition, popularity, warranty and local market factors.

**Kelley Blue Book® Fair Purchase Price (Used Car)** - This is the price people are typically paying a dealer for a used car with typical mileage in good condition or better. This price is based on actual used-car transactions and adjusted regularly as market conditions change.

**Fair Market Range (Used Car)** - The Fair Market Range is Kelley Blue Book's estimate of what you can

### Tip:

Kelley Blue Book pricing is based on actual transactions and adjusted regularly as market conditions change.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 12, 2019  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Payment of Bills related to MMPL & Downtown Parks Project

---

**STATEMENT/PURPOSE:** To consider approval of the payment of bills related to the Morton Mandan Public Library (MMPL) & Downtown Parks Project.

**BACKGROUND/ALTERNATIVES:** Normal course of business would be for invoices to be submitted to the City of Mandan and in turn, those invoices presented with the schedule of bills to be approved by the City Commission the 2<sup>nd</sup> meeting of the month. Pursuant to the resolution passed by the City Commission and the MMPL Board of Trustees both boards need to approve the bills related to the library expansion and the City Commission approves the bills strictly related to the Downtown Parks project. Subsequent to those approvals, the invoices will be sent to the North Dakota Community Foundation for payment to the vendors.

There has been considerable work done including consultations with the steering committee, library staff, outreach from Stantec to outlying communities related to the library expansion, and pop up events soliciting input related to the park programming and amenities.

The first set of invoices consist of :

Terracon – Soil Borings for library expansion \$4,500.

Bartlett & West – Professional Services, Topographical Survey Sept 28 – Oct 25, \$9,455

Bartlett & West – Professional Services, Schematic Design, Sept 28 – Oct. 25, \$27,405

We remain on schedule for bids to go out later in January or early February 2020, with groundbreaking on the spring 2020.

**ATTACHMENTS:** Terracon and Bartlett & West Invoices.

**FISCAL IMPACT:** Amounts to will be paid from the donation from Energy Transfer.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 17, 2020

Subject: Payment of Bills related to MMPL & Downtown Parks Project

Page 2 of 2

---

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend the City Commission and MMPL Board of Trustees approve payment of the invoices as submitted, conditioned upon the MMPL Board of Trustees approval Monday, Dec. 16.

SUGGESTED MOTION: I recommend the City Commission and MMPL Board of Trustees approve payment of the invoices as submitted, conditioned upon the MMPL Board of Trustees approval Monday, Dec. 16.

**Jim Neubauer**

---

**From:** Broeckel, Carlotta A. <Carlotta.Broeckel@terracon.com>  
**Sent:** Tuesday, December 3, 2019 3:29 PM  
**To:** Jim Neubauer  
**Subject:** Invoice TC95655 - Morton Mandan Public Library Addt, Mandan, ND  
**Attachments:** TC95655.pdf

Attached please find an invoice generated on your account for services provided on the above-referenced project. Consider this as your invoice hard copy. If you have any questions or require additional information, please contact us. Thank you for your prompt payment.

As noted on the invoice, please send all payments directly to the PO Box in St. Louis, MO as shown.

**Carlotta Broeckel**  
**Senior Administrative Staff | Corporate Service Representative |**  
**Fleet Representative**



**Environmental – Facilities - Geotechnical – Materials**  
1805 Hancock Dr | PO Box 2084 | Bismarck, ND 58502-2084  
P (701) 258 2833 | F (701) 258 2857 | D (701) 224 3013  
[carlotta.broeckel@terracon.com](mailto:carlotta.broeckel@terracon.com) | [terracon.com](http://terracon.com)

Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

---

*Private and confidential as detailed here ([www.terracon.com/disclaimer](http://www.terracon.com/disclaimer)). If you cannot access the hyperlink, please e-mail sender.*



# INVOICE

1805 Hancock Dr, PO Box 2084  
Bismarck, ND 58501  
701-258-2833

Project Mgr: Kate Kelly

**Project:** Morton Mandan Public Library Addition  
609 W Main St.  
Mandan, ND 58554

**To:** City of Mandan ND  
Attn: Jim Neubauer  
205 2nd Ave NW  
Mandan, ND 58554

<b>REMIT TO:</b>
<b>Invoice Number: TC95655</b>
<b>Terracon Consultants, Inc.</b>
<b>PO Box 959673</b>
<b>St Louis, MO 63195-9673</b>
<b>Federal E.I.N.: 42-1249917</b>

Project Number:	M2195110
Invoice Date:	12/02/2019
For Period:	10/27/2019 to 12/02/2019

Description	Total
Lump Sum	\$4,500.00

<b>Invoice Total</b>	<b>\$4,500.00</b>
----------------------	-------------------

# Bartlett & West

Driving Community and Industry Forward, Together.

Invoice

Remittance Address  
For Payments Only:  
P.O. Box 653  
Wichita, KS 67201-0653

3456 East Century Avenue  
Bismarck, ND 58503-0737  
701.258.1110 FAX 701.258.1111  
F.E.I.N. 48-0770612

Jim Neubauer  
City of Mandan  
Mandan, ND 58554

November 22, 2019  
Project No: 020133.001  
Invoice No: 00730073493  
Project Manager: Kevin Martin  
Client Contract No:  
PO No:

Project 020133.001 City of Mandan Library and Park Topo

**Professional Services from September 28, 2019 to October 25, 2019**

**Fee**

Total Fee	9,455.00		
Percent Complete	100.00	Total Earned	9,455.00
		Previous Fee Billing	0.00
		Current Fee Billing	9,455.00
		<b>Total Fee</b>	<b>9,455.00</b>
		<b>Total this Invoice</b>	<b>\$9,455.00</b>

# Bartlett & West

Driving Community and Industry Forward, Together.

**INVOICE** Remittance Address  
For Payments Only:  
P.O. Box 653  
Wichita, KS 67201-0653

1200 SW Executive Drive  
Topeka, KS 66615  
785.272.2252 FAX 785.228.6210 888.200.6464  
F.E.I.N 48-0770612

Jim Neubauer  
City of Mandan  
Mandan, ND 58554

November 8, 2019  
Project No: 020133.000  
Invoice No: 730073411

Project Manager: Joseph Larrivee  
Client Contract No.:  
PO Number:

Project 020133.000 Mandan Morton Public Library

**Professional Services from September 28, 2019 to October 25, 2019**

## Fee

Billing Phase	Fee	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	91,350.00	27,405.00	0.00	27,405.00
Design Development	68,512.50	0.00	0.00	0.00
Construction Documents	182,700.00	0.00	0.00	0.00
Bidding	22,837.50	0.00	0.00	0.00
Construction Administration	91,350.00	0.00	0.00	0.00
Total Fee	456,750.00	27,405.00	0.00	27,405.00
		<b>Total Fee</b>		<b>27,405.00</b>
			<b>Total this Invoice</b>	<b>\$27,405.00</b>



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 13, 2019  
**SUBMITTING DEPARTMENT:** Planning and Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** Justin Froseth, Planning and Engineering Director  
**SUBJECT:** NDDOT Annual Maintenance Certification

---

**STATEMENT/PURPOSE:** To assure the NDDOT that the city is doing our part in maintaining roads in which we received federal aid for in constructing.

**BACKGROUND/ALTERNATIVES:** For each road project the city does using federal aid as administered through the NDDOT, the city is required to enter in to a Cost Participation, Construction, and Maintenance (CPM) Agreement. Part of the agreement is to agree to maintain the road to the DOT's satisfaction. The annual Maintenance Certification form is to verify that the city is indeed doing their part in maintaining these roads.

**ATTACHMENTS:**

- 1) Maintenance Certification Form

**FISCAL IMPACT:** Minimal

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** Recommend approval of annual Maintenance Certification Agreement.

**SUGGESTED MOTION:** I move to approve of annual Maintenance Certification Agreement.

**MAINTENANCE CERTIFICATION  
URBAN FEDERAL AID PROJECT**

North Dakota Department of Transportation, Local Government  
SFN 51027 (8-2017)

All federal aid street projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Cost Participation and Maintenance Agreements".

Approved as to form:

City Attorney (Type or print)
Signature

City of
Date

City Auditor (Type or print)
Signature

Mayor or President City Commission (Type or print)
Signature

Recommended for approval

City Engineer (Type or print)
Signature



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 9, 2019  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Sale of Lot 1A, Block 1, Roughrider Estates  
Pioneer Replat

---

**STATEMENT/PURPOSE:** Consider acceptance of one of two offers for the purchase of Lot 1A, Block 1, Roughrider Estates Pioneer Replat.

**BACKGROUND/ALTERNATIVES:** The City has received two offers for Lot 1A, Block 1, Roughrider Estates Pioneer Replat. One offer is from Mr. Ternes for \$500 and the other is from Mr. Pittman for \$556. Mr. Pitman is the adjacent property owner who provided a previous offer.

The list price is for \$1,000.

A specials balance payoff through September 30, 2019 of \$443.79 exists on the property. Per both purchase agreements, following proration for this year's installment, the buyers will be responsible for the remaining balance.

Based on communication with Darren Schmidt, Real Estate Agent, Mr. Ternes is seeking to park personal vehicles on the lot upon purchase. This is not an approved primary use for an R-7 Residential district. Mr. Pitman is seeking to extend his backyard.

Staff is recommending that City Commission accept Mr. Pitman's offer due to the higher amount and the proposed use. The offer by Mr. Pitman is what was proposed and countered by City Commission previously and takes into consideration the specials balance to be largely absorbed by the buyer.

City Commissioners may accept, reject, or counter the offer provided by Mr. Pitman.

ATTACHMENTS:

Exhibit 1 – Ternes' Offer  
Exhibit 2 – Pitman's Offer

FISCAL IMPACT: Positive – both in revenue generated by sale and specials balance to be largely absorbed by buyer

STAFF IMPACT: N/a

LEGAL REVIEW: This document has been reviewed and approved by the City Attorney.

RECOMMENDATION: Engineering and Planning recommend approval of the sale of Lot 1A, Block 1, Roughrider Estates Pioneer Replat to Geoffrey Pitman pursuant to the purchase agreement attached as Exhibit 2.

SUGGESTED MOTION: I move to approve the sale of Lot 1A, Block 1, Roughrider Estates Pioneer Replat to Geoffrey Pitman pursuant to the purchase agreement attached as Exhibit 2.

# EXHIBIT 1

**LAND ONLY** PURCHASE AGREEMENT # 464308DS



PAGE 1

This form is approved by the Bismarck Mandan Board of REALTORS® which disclaims any liability out of use or misuse of this form.

Date 11-25-19 MLS Listing # 464308 Page 1 of 6 Pages

**GOVERNING LAW** This agreement shall be governed by, construed and interpreted in accordance with the laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which the property is located.

References to "day" or "days" in this Purchase Agreement shall be construed as business days. Business days are defined as Monday through Friday, excluding Federal and State holidays.

Time is of the essence in this Purchase Agreement.

**ENTIRE AGREEMENT:** This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between Seller(s) and Buyer(s) and supersedes any other written or oral agreements between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s).

Buyer(s) Jeffrey Ternes has/have agreed to pay one thousand dollars Dollars (\$ 1,000 )

for the Property at: Street Address 1A Howstead Pl NW

City of Mandan County of Morton State of ND Zip 58554

Legally described as: Lot 1A, Block 1, Roughrider Est Pioneer Replat

The sum of five hundred Dollars (\$ 500 ) from Buyer(s) by (Check one):  
 Check Cash EFT/ACH as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or \_\_\_\_\_, in the trust account of \_\_\_\_\_, (Check one):  Listing \_\_\_\_\_ Buyer Broker or to be returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ \_\_\_\_\_ due on \_\_\_\_\_ Financing, if any, shall be as follows: cash purchase

**PRE-APPROVAL:** Buyer(s) shall provide Seller(s) within \_\_\_\_\_ days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement.

If financing fails after the contingency completion date, earnest money shall be released:  to Buyer \_\_\_\_\_ to Seller \_\_\_\_\_ Other Agreement: \_\_\_\_\_; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.

This sale includes the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and trees; and the following personal property: land only

The following personal property is excluded: land only

Seller(s) agrees to remove all debris and all personal property not included herein from the Property by possession date. Includes all government payment, lease, or rental fees received between (date) \_\_\_\_\_ and (date) \_\_\_\_\_ unless specified as follows: closing

Homeowner association dues, rents, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between parties as of closing

Buyer(s) Initials: JT Date: 11/25/19 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 10/18)



**LAND ONLY** PURCHASE AGREEMENT # 464308DS

PAGE 2

61 REAL ESTATE TAXES, based on the most current certified tax information available, shall be prorated between Seller(s) and  
62 Buyer(s) as of Closing, 20    . Buyer(s) is advised to verify all tax information.

64 SPECIAL ASSESSMENTS shall be paid as follows: Annual Installments: Estimated annual installment due for the year of closing  
65 shall be paid by: (Check one):  Buyer(s) and Seller(s) shall prorate as of the date of closing or  Seller(s) shall pay  
66 on date of closing. Buyer(s) is advised to verify all special assessments information.

68 UNPAID BALANCE: (Check one):  Buyer(s) shall assume or  Seller(s) shall pay on the date of closing the balance of  
69 special assessments as of the date of closing. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid special  
70 assessments payable therewith and thereafter, for which the payment is not otherwise provided. No representations have been  
71 made concerning the amount of subsequent real estate taxes or special assessments, including but not limited to assessments  
72 for completed special improvements, which have not been certified for collection.

74 Buyer is aware that there may be new public improvement projects, the cost of which may be assessed against  
75 the property. Seller agrees to promptly notify Buyer of any such notice received between the date of this  
76 agreement and the date of closing.

78 CLOSING AND POSSESSION: The date of closing shall be on or before 12-31-19  
79 Seller shall deliver possession of property on \_\_\_\_\_  
80 Settlement fee to be paid by (Check one):  Buyer(s)  Seller(s)  
81 Other: \_\_\_\_\_ Settlement and commitment fees as defined by VA to be paid by  
82 the Seller on VA Financing. Buyer(s) agrees to allow the purchase price to be part of the Multiple Listing Service database and  
83 grants permission to use of the information by MLS participants and related government entities for comparable sales reports  
84 and statistics.

86 DEED/MARKETABLE TITLE: Upon performance by Buyer(s), Seller(s) shall deliver a quit claim deed  
87 (Warranty Deed unless otherwise specified), conveying marketable title, subject to: (A) Building and zoning laws, ordinances,  
88 state and federal regulations; (B) Restrictions relating to use or improvement of the Property; (C) Installments of special  
89 assessments or assessments for completed special improvements which have not been certified to the County Auditor for  
90 collection. (D) Prior reservation of any mineral rights; (E) Utility and drainage easements; (F) Rights of tenants as follows  
91 (unless specified, not subject to tenancies): \_\_\_\_\_  
92 \_\_\_\_\_  
93 \_\_\_\_\_  
94 \_\_\_\_\_

96 (G) Others (must be specified in writing): \_\_\_\_\_  
97 \_\_\_\_\_  
98 \_\_\_\_\_  
99 \_\_\_\_\_

100 MINERALS: In accordance with North Dakota Century Code 47-40-24, unless specifically excluded, Minerals and Royalties  
101 transfer with the surface estate; and, in accordance with North Dakota Century Code 47-40-25 the Gravel, Clay and Scoria  
102 transfer with the surface estate unless specifically reserved by name in deed, grant, or conveyance. Buyer(s) and Seller(s) are  
103 advised to seek independent legal counsel regarding any reservation of minerals and to address such reservations in a separate  
104 agreement or addendum.

106 ~~TITLE AND EXAMINATION: Seller(s), at Seller(s)'s expense, shall furnish an updated abstract of title to the property certified  
107 to date, compiled pursuant to the NDLTA Abstracting Standards Manual (02/01/06) OR an ALTA Standard Coverage Owner's  
108 title policy, insuring the buyer's interest in the property in the amount of the sales price. If, after examination, Seller(s)'s title  
109 is not insurable or free of defects and cannot be made so by Closing, then at Buyer's option, this purchase agreement shall be  
110 terminated and the earnest money shall be refunded to Buyer(s). However, Buyer(s) may waive defects and elect to purchase.  
111 Seller to pay Abstracting Fees and Owner's Policy of Title Insurance as applicable. Buyers to pay Searching Fees, Attorney's  
112 Title Examination Fee, and Lender Policy of Title Insurance.~~

114 ENVIRONMENTAL CONCERNS: To the best of the Seller(s)'s knowledge, there are no hazardous substances or underground  
115 storage tanks unless otherwise noted in Purchase Agreement.

119 Buyer(s) Initials: JAD Date: 1/25/19 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev 10/18)

*JAD*  
*1/25/19*



120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178

**RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller(s). If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer(s)'s option, and the earnest money shall be refunded to Buyer(s).

**INSPECTIONS:** Seller(s) shall make the Property available for all inspections and tests upon reasonable notice by Buyer(s).

**SQUARE FOOTAGE AND/OR ACREAGE:** Buyer(s) is aware that any reference to the square footage and/or acreage of the Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a material matter to the Buyer(s), it must be verified by the Buyer(s).

**SELLER(S) WARRANTIES:**

Seller(s) warrants that building(s), if any, is/are, or will be, constructed entirely within the boundary lines of the Property.

Seller(s) warrants that there is a right of access to the Property from a public right of way.

Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees; and 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days immediately preceding the closing, used in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or regulation for a condition that remains uncorrected, or any other notice from any governmental authority regarding the subject Property.

Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to Buyer(s) promptly.

Seller(s) warrants that the Property is directly connected to: City Sewer:  yes  no Well:  yes  no

Water system is:  City  Rural. If rural, will membership be transferred?  yes  no  N/A

**FINAL WALK THROUGH:** The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a final walk through of the Property for the purpose of determining that the Property is in substantially the same condition as on the date of acceptance of the contract. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of any liability.

**BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS:** Buyer(s) is advised by Broker to obtain inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of the Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s) harmless from all liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. The inspection period is the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item warranted by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and does not notify the Seller(s) in writing of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects in the Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of all reports concerning the Property obtained by Buyer(s).

**MEGAN'S LAW DISCLOSURE:** If Buyer(s) desires to obtain information regarding persons required to register as sexual offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney General's web site at <http://www.sexoffender.nd.gov/>.

**DEFAULT:** If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing date, whichever is later, then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties agree the calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that the amount of liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this Agreement thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other remedies including but not limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this Agreement, fails, neglects or refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to, specific performance of this Agreement. A claim of either party for specific performance, or the Seller(s)'s claim to the

Buyer(s) Initials: JK Date: 11/25/19 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 10/18)



earnest money as liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after scheduled date of closing; further, unless the Seller, delivers copies of documents evidencing the Seller's commencement of legal proceedings to claim the earnest money to the Broker who has possession of the earnest money within said three-month time period, then the Broker, who has possession of the earnest money, shall be authorized to return the earnest money to the Buyer, free of any claim by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to, specific performance.

CONTINGENCIES: All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject to the satisfaction of those contingencies which are initialed below by both parties.

Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) 10 hrs. days after accepted offer (contingency completion date), all contingencies agreed to in items 1 through 10 below shall be addressed to completion. The party with the option to terminate shall in no event have less than 48 hours from receipt of required information/documentation to give notice of termination, even if the contingency completion date is extended as a result.

Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the purchase agreement; said option to be exercised by giving written notice by the contingency completion date. If such written notice is given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written notice is not given by the contingency completion date by a party which had the option to terminate the purchase agreement, then the option to terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See "Default" section.)

BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.	BUYER(S) INITIALS	SELLER(S) INITIALS
1. PROPERTY CONDITION STATEMENT: Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.		
2. INSPECTIONS: Buyer to complete inspections of Buyer(s) choice. If Buyer does not approve the results of the inspections, Buyer has the option to terminate this purchase agreement. Inspections and tests to be conducted at Buyer's Expense : (check all that apply): Septic System Well Other		
3. FLOOD PLAIN: Buyer(s) to obtain flood plain verification. If Buyer does not approve the results of the flood plain verification, Buyer has the option to terminate this purchase agreement.		
4. LEASES: Seller(s) shall provide copies of current leases to Buyer. If Buyer does not approve the leases, Buyer has the option to terminate this purchase agreement.		
5. REGISTERED SEX OFFENDERS: Buyer(s) investigation of the possible presence of registered sex offenders in the vicinity of the property. If Buyer does not approve the findings regarding registered sex offenders, Buyer has the option to terminate this purchase agreement.		
6. RESTRICTIONS AND COVENANTS: Buyer(s) review of any government and/or private use restrictions and restrictive covenants. If Buyer does not approve the use restrictions or covenants, Buyer has the option to terminate this purchase agreement.		
7. WATER QUALITY TESTS: Buyer(s) obtain water quality tests, at Buyer(s) expense. If Buyer does not approve the results of the water quality tests, Buyer has the option to terminate this purchase agreement.		
8. SURVEY: Buyer(s) shall obtain a survey of the property, conducted at (check one): ___ Buyer's expense or ___ Seller's expense. If Buyer does not approve the results of the survey, Buyer has the option to terminate this purchase agreement.		
9. PLANS AND PERMITS: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer does not obtain said plans and permits, Buyer has the option to terminate this purchase agreement.		
10. SOIL TESTS: Buyer(s) to obtain soil tests and percolation tests at ___ Buyer's expense or ___ Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.		

OTHER CONTINGENCIES:

A. APPRAISAL CONTINGENCY: Buyer's obligation to purchase is contingent on the property appraising at or above the agreed upon purchase price. If this contingency fails, Buyer(s) has the option to terminate this purchase agreement.

B. 24/48/72 HOUR CONTINGENCY ADDENDUM: (check one) \_\_\_ does \_\_\_ X does not apply (see attached addendum made a part of this contract, if applicable).

Buyer(s) Initials: [Signature] Date: 1/25/19 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 10/18)

LAND ONLY PURCHASE AGREEMENT # 40430805



PAGE 5

210 C. CLOSING OF BUYER'S PROPERTY: (This provision to be used if Buyer's property is under contract at the time of offer); (check  
211 one)    does  does not apply Buyer's obligation to purchase is contingent on closing of Buyer's property at  
212 (address) \_\_\_\_\_ Buyer(s) to provide written evidence within  
213 \_\_\_\_\_ days showing that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of  
214 this Purchase Agreement. If Buyer(s) fails to provide such written evidence, the Seller(s), within \_\_\_\_\_ days following the deadline set forth  
215 in the previous sentence, may elect to terminate this Agreement, with earnest money to be returned to the Buyer(s).

216 PLEASE NOTE: Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or  
217 access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone  
218 lines, connecting fees, curb cuts, and tree planting.

221 SPECIAL CONDITIONS:  
222 Buyer responsible for any expenses for abstract or title insurance  
223 fees.  
224 \_\_\_\_\_  
225 \_\_\_\_\_  
226 \_\_\_\_\_  
227 \_\_\_\_\_  
228 \_\_\_\_\_  
229 \_\_\_\_\_

230 RELEASE OF BROKER(S): Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this  
231 transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage,  
232 acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, wind damage, hail  
233 damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or  
234 any other material matters relating to the Property.  
235

236 AGENCY DISCLOSURE: Dore Schmitt (    Agent  Broker )  
237 Brokerage OC/Shea Realtors  
238 Stipulates that she/he is representing the (Check one)  Seller(s)    Buyer(s)    Neither Party    Both Parties in  
239 this transaction. The listing agent or broker stipulates that she/he is representing the Seller(s) in this transaction.

241 APPOINTED AGENCY: Applies to in-house transactions only. Appointed agency (Check one):    Does  Does Not apply.  
242 If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly  
243 represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties  
244 to both parties and must get permission from parties to act.

245 DUAL AGENCY REPRESENTATION: Dual agency representation (Check one)    Does    Does Not apply in this transaction. If dual agency  
246 does not apply, skip this entire section. If dual agency does apply, all parties must sign at the end of this section. Broker represents both the  
247 Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons  
248 owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are  
249 prohibited from advocating exclusively for either party.  
250 Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s)  
251 acknowledge that:  
252 (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless  
253 Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;  
254 (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;  
255 (3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and  
256 with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to  
257 act as dual agents in the transactions.  
258

260  
261 Buyer(s) Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller(s) Signature \_\_\_\_\_ Date \_\_\_\_\_  
262  
263  
264 Buyer(s) Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller(s) Signature \_\_\_\_\_ Date \_\_\_\_\_  
265  
266  
267

268 Buyer(s) Initials: JS Date: 1/25/19 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev 10/18)  
269



270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312

This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered in person, by mail, or facsimile, and received by Buyer(s)'s Agent by (date) \_\_\_\_\_ at (time) \_\_\_\_\_ (Check one) \_\_\_\_\_ am \_\_\_\_\_ pm CT, or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed withdrawn and the Buyer(s)'s earnest money shall be returned.

<u>[Signature]</u>	<u>11/25/19</u>	<u>[Signature]</u>	<u>        </u>
Buyer's Signature	Date	Buyer's Signature	Date
<u>P.O. Box 1111</u>	<u>        </u>	<u>        </u>	<u>        </u>
Address		Address	
<u>Mandan, N.D. 58554</u>	<u>        </u>	<u>        </u>	<u>        </u>
City, State, Zip		City, State, Zip	

**ACCEPTANCE**

A Counter Offer(s) (Check one):  Is  Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s) must sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the provisions of the Counter Offer shall be controlling.

The Listing Broker, or, if applicable, Seller's Appointed Agent is representing (check one):  the Seller(s) exclusively; or  both the Buyer(s) and Seller(s).

Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: \_\_\_\_\_

Brokerage: \_\_\_\_\_ Telephone: \_\_\_\_\_

The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s) Agent or, if the Buyer is not represented by an agent, to the Buyer.

The undersigned agree to sell the Property on the terms and conditions herein stated.

<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>
Seller's Signature	Date	Seller's Signature	Date
<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>
Seller's Name Printed		Seller's Name Printed	
<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>
Seller's Address		Seller's Address	
<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>
City, State, Zip		City, State, Zip	

Marital status (REQUIRED by Title companies): \_\_\_\_\_

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL, TAX, OR STRUCTURAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

# EXHIBIT 2

**LAND ONLY** PURCHASE AGREEMENT # 404308DS



PAGE 1

This form is approved by the Bismarck Mandan Board of REALTORS® which disclaims and liability out of use or misuse of this form.

Date 12/06/2019 MLS Listing # 404308 Page 1 of 6 Pages

**GOVERNING LAW** This agreement shall be governed by, construed and interpreted in accordance with the laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which the property is located.

References to "day" or "days" in this Purchase Agreement shall be construed as business days. Business days are defined as Monday through Friday, excluding Federal and State holidays.

Time is of the essence in this Purchase Agreement.

**ENTIRE AGREEMENT:** This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between Seller(s) and Buyer(s) and supersedes any other written or oral agreements between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s).

Buyer(s) Geoffrey S Pitman has/have agreed to pay Five Hundred Fifty-Six Dollars (\$ 556.21 )

for the Property at: Street Address 1A Homestead Pl NW

City of Mandan County of Morton State of ND Zip 58554

Legally described as: Lot 1A, Block 1, Roughrider Est Pioneer Replat

The sum of Two Hundred Dollars (\$ 200.00 ) has been received from Buyer(s) by (Checkone):  Check  Cash  EFT/ACH as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or \_\_\_\_\_, in the trust account of Oaktree Realtors, (Checkone):  Listing  Buyer Broker or to be returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ \_\_\_\_\_ due on \_\_\_\_\_. Financing, if any, shall be as follows: cash purchase

**PRE-APPROVAL:** Buyer(s) shall provide Seller(s) within --- days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement. If financing fails after the contingency completion date, earnest money shall be released:  to Buyer  to Seller  Other Agreement: \_\_\_\_\_; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.

This sale includes the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and trees; and the following personal property: land only

The following personal property is excluded: land only

Seller(s) agrees to remove all debris and all personal property not included herein from the Property by possession date. Includes all government payment, lease, or rental fees received between (date) \_\_\_\_\_ and (date) \_\_\_\_\_ unless specified as follows: closing

Homeowner association dues, rents, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between parties as of closing

Buyer(s) Initials: GP Date: 12/06/2019 09:15 PM CST Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 10/18)





120 **INSPECTIONS:** Seller(s) shall make the Property available for all inspections and tests upon reasonable notice by Buyer(s).

121  
122 **SQUARE FOOTAGE AND/OR ACREAGE:** Buyer(s) is aware that any reference to the square footage and/or acreage of the  
123 Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a material  
124 matter to the Buyer(s), it must be verified by the Buyer(s).

125  
126 **SELLER(S) WARRANTIES:**  
127 Seller(s) warrants that building(s), if any, is/are, or will be, constructed entirely within the boundary lines of the Property.  
128 Seller(s) warrants that there is a right of access to the Property from a public right of way.  
129 Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees; and  
130 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days immediately preceding the closing, used in  
131 connection with construction, alteration, or repair of any structure on, or improvement to, the Property.  
132 Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or  
133 regulation for a condition that remains uncorrected, or any other notice from any governmental authority regarding the subject  
134 Property.  
135 Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or  
136 authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to  
137 Buyer(s) promptly.  
138 Seller(s) warrants that the Property is directly connected to: City Sewer:  yes  no Well:  yes  no  
139 Water system is:  City  Rural. If rural, will membership be transferred?  yes  no  N/A

140  
141 **FINAL WALK THROUGH:** The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a final  
142 walk through of the Property for the purpose of determining that the Property is in substantially the same condition as on the date  
143 of acceptance of the contract. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of any  
144 liability.

145  
146 **BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS:** Buyer(s) is advised by Broker to obtain  
147 inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult  
148 government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of the  
149 Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of  
150 potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s) harmless from all  
151 liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. The inspection period is  
152 the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item warranted  
153 by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and does not notify the Seller(s) in writing  
154 of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects in the  
155 Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of all reports  
156 concerning the Property obtained by Buyer(s).

157  
158 **MEGAN'S LAW DISCLOSURE:** If Buyer(s) desires to obtain information regarding persons required to register as sexual  
159 offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney  
160 General's web site at <http://www.sexoffender.nd.gov/>.

161  
162 **DEFAULT:** If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to  
163 complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing date, whichever is later,  
164 then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties agree the  
165 calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that the amount of  
166 liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this Agreement  
167 thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other remedies including but not  
168 limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this Agreement, fails, neglects or  
169 refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to, specific  
170 performance of this Agreement. A claim of either party for specific performance, or the Seller(s)'s claim to the earnest money as  
171 liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after scheduled date of  
172 closing; further, unless the Seller, delivers copies of documents evidencing the Seller's commencement of legal proceedings to  
173 claim the earnest money to the Broker who has possession of the earnest money within said three-month time period, then the  
174 Broker, who has possession of the earnest money, shall be authorized to return the earnest money to the Buyer, free of any claim  
175 by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an  
176 election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to,  
177 specific performance.

178  
179  
180 Buyer(s) Initials: CS Date: <sup>12/08/2019</sup> 09:15 PM CST Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 10/18)

**LAND ONLY PURCHASE AGREEMENT # 404308DS**



PAGE 4

181 **CONTINGENCIES:** All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject to  
 182 the satisfaction of those contingencies which are initialed below by both parties.

183  
 184 **Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) n/a (contingency completion date), all**  
 185 **contingencies agreed to in items 1 through 10 below shall be addressed to completion. The party with the option to terminate**  
 186 **shall in no event have less than 48 hours from receipt of required information/documentation to give notice of**  
 187 **termination, even if the contingency completion date is extended as a result.**

188  
 189 Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the purchase  
 190 agreement; said option to be exercised by giving written notice by the contingency completion date. If such written notice is  
 191 given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written notice is not  
 192 given by the contingency completion date by a party which had the option to terminate the purchase agreement, then the option to  
 193 terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See "Default" section.)

<b>BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.</b>	<b>BUYER(S) INITIALS</b>	<b>SELLER(S) INITIALS</b>
<b>1. PROPERTY CONDITION STATEMENT:</b> Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.		
<b>2. INSPECTIONS:</b> Buyer to complete inspections of Buyer(s) choice. If Buyer does not approve the results of the inspections, Buyer has the option to terminate this purchase agreement. Inspections and tests to be conducted at Buyer's Expense : (check all that apply): Septic System <input type="checkbox"/> Well <input type="checkbox"/> Other <input type="checkbox"/>		
<b>3. FLOOD PLAIN:</b> Buyer(s) to obtain flood plain verification. If Buyer does not approve the results of the flood plain verification, Buyer has the option to terminate this purchase agreement.		
<b>4. LEASES:</b> Seller(s) shall provide copies of current leases to Buyer. If Buyer does not approve the leases, Buyer has the option to terminate this purchase agreement.		
<b>5. REGISTERED SEX OFFENDERS:</b> Buyer(s) investigation of the possible presence of registered sex offenders in the vicinity of the property. If Buyer does not approve the findings regarding registered sex offenders, Buyer has the option to terminate this purchase agreement.		
<b>6. RESTRICTIONS AND COVENANTS:</b> Buyer(s) review of any government and/or private use restrictions and restrictive covenants. If Buyer does not approve the use restrictions or covenants, Buyer has the option to terminate this purchase agreement.		
<b>7. WATER QUALITY TESTS:</b> Buyer(s) obtain water quality tests, at Buyer(s) expense. If Buyer does not approve the results of the water quality tests, Buyer has the option to terminate this purchase agreement.		
<b>8. SURVEY:</b> Buyer(s) shall obtain a survey of the property, conducted at (check one): <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the results of the survey, Buyer has the option to terminate this purchase agreement.		
<b>9. PLANS AND PERMITS:</b> Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer does not obtain said plans and permits, Buyer has the option to terminate this purchase agreement.		
<b>10. SOIL TESTS:</b> Buyer(s) to obtain soil tests and percolation tests at <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.		

194 **OTHER CONTINGENCIES:**

195  
 196 **A. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase is contingent on the property appraising at or above the agreed upon purchase price.  
 197 If this contingency fails, Buyer(s) has the option to terminate this purchase agreement.

198  
 199 **B. 24/48/72 HOUR CONTINGENCY ADDENDUM: (check one)**  **does**  **does not apply** (see **attached addendum** made a part of this  
 200 contract, if applicable).

201  
 202 **C. CLOSING OF BUYER'S PROPERTY:** (This provision to be used if Buyer's property is under contract at the time of offer): **(check one)**  **does**  
 203  **does not apply** Buyer's obligation to purchase is contingent on closing of Buyer's property at (address)  
 204 \_\_\_\_\_ Buyer(s) to provide written evidence within \_\_\_\_ days  
 205 showing that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of this Purchase  
 206 Agreement. If Buyer(s) fails to provide such written evidence, the Seller(s), within \_\_\_\_ days following the deadline set forth in the previous  
 207 sentence, may elect to terminate this Agreement, with earnest money to be returned to the Buyer(s).

208  
 209 Buyer(s) Initials: SP Date: 12/08/2019 09:15 PM CST Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 10/18)



210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267

**PLEASE NOTE:** Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone lines, connecting fees, curb cuts, and tree planting.

**SPECIAL CONDITIONS:**  
**Buyer to be responsible for any and all expenses to update an abstract or owner's title insurance policy.**

**RELEASE OF BROKER(S):** Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage, acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, wind damage, hail damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or any other material matters relating to the Property.

**AGENCY DISCLOSURE:** Darren Schmidt (  Agent  Broker)  
Brokerage Oaktree Realtors  
Stipulates that she/he is representing the (Check one):  Seller(s)  Buyer(s)  Neither Party  Both Parties in this transaction. The listing agent or broker stipulates that she/he is representing the Seller(s) in this transaction.

**APPOINTED AGENCY:** Applies to in-house transactions only. Appointed agency (Check one):  Does  Does Not apply. If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get permission from parties to act.

**DUAL AGENCY REPRESENTATION:** Dual agency representation (Check one):  Does  Does Not apply in this transaction. If dual agency does not apply, skip this entire section. If dual agency does apply, all parties must sign at the end of this section. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party.  
Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:  
(1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;  
(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;  
(3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and  
with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in the transactions.

Buyer(s) Signature	Date	Seller(s) Signature	Date
<u>Geoffrey S Pitman</u>		<u>City of Mandan</u>	
Buyer(s) Signature	Date	Seller(s) Signature	Date

Buyer(s) Initials: SP Date: 12/08/2019 09:15 PM CST Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 10/18)



268 This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered in person, by mail,  
269 or facsimile, and received by Buyer(s)'s Agent by (date) \_\_\_\_\_ at (time) \_\_\_\_\_ (Checkone):  am  
270  pm CT, or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed withdrawn and  
271 the Buyer(s)'s earnest money shall be returned.

272 273	<i>Geoffrey S Pitman</i>	12/08/2019 09:15 PM CST	_____	_____
274 275	Buyer's Signature <b>Geoffrey S Pitman</b>	Date	Buyer's Signature	Date
276 277	Address	_____	Address	_____
278 279	City, State, Zip	_____	City, State, Zip	_____

**ACCEPTANCE**

282 A Counter Offer(s) (Check one):  Is  Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s) must  
283 sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the provisions  
284 of the Counter Offer shall be controlling.

286 The Listing Broker, or, if applicable, Seller's Appointed Agent is representing (check one):  the Seller(s) exclusively; or   
287 both the Buyer(s) and Seller(s).

288 Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: \_\_\_\_\_

291 Brokerage: \_\_\_\_\_ Telephone: \_\_\_\_\_

292 The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s)  
293 Agent or, if the Buyer is not represented by an agent, to the Buyer.

294 The undersigned agree to sell the Property on the terms and conditions herein stated.

298 299	_____	_____	_____	_____
300 301	Seller's Signature <b>City of Mandan</b>	Date	Seller's Signature	Date
302 303	Seller's Name Printed	_____	Seller's Name Printed	_____
304 305	Seller's Address	_____	Seller's Address	_____
306 307	City, State, Zip	_____	City, State, Zip	_____

308 Marital status (**REQUIRED** by Title companies): \_\_\_\_\_

309 **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL, TAX, OR**  
310 **STRUCTURAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

311 ©BISMARCK MANDAN BOARD OF REALTORS® MEMBER USE ONLY

(REV. 10/18)



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** Dec. 17, 2019  
**PREPARATION DATE:** Dec. 9, 2019  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber  
**PRESENTER:** Ellen Huber, Business Development & Communications Department  
**SUBJECT:** 2020 Appointments to Renaissance Zone Committee

---

**STATEMENT/PURPOSE:** To consider appointments to the Renaissance Zone Committee for a 2020-2022 term.

**BACKGROUND/ALTERNATIVES:** The seven-person committee makes recommendations to the City Commission regarding applications for investment in the purchase, rehabilitation, new construction and lease of commercial and residential properties in a 28-block area of downtown Mandan in accordance with state and local regulations. Benefits of being approved for a Renaissance Zone project are property tax and state income tax exemptions, ranging from 50 to 100 percent depending upon the extent of the improvements and investment. The Renaissance Zone Committee meets a few times throughout the year or as needed to consider application received. More meetings will be required in 2020 for consideration of program updates and the potential expansion of the zone with up to 11 additional blocks, all as part of a request for a five-year extension of the program through the N.D. Department of Commerce.

There are three positions up for appointment with the following preferences: one representing the financial sector, and two community at-large positions. Terms are three years ending on Dec. 31, 2022. Members may be representatives of the business community through ownership or employment with a Mandan business or Mandan residents. Letters of interest were sought through an Oct. 1 news release with a requested deadline for responses of Nov. 1 or until positions are filled.

Members whose terms expire on Dec. 31, 2019 are:

- Darren Haugen, representing the financial sector, (3rd term)
- Rhonda Mahlum, community at-large, filling a vacant term since Sept. 2018
- Robert Vayda, community at-large, (3<sup>rd</sup> term)

The Renaissance Zone met Dec. 3, 2019. Agenda items included consideration of recommendations for 2020 appointments. People who submitted letters of interest are listed below:

- Clint Boyd
- Darren Haugen
- Robert Vayda
- Rhonda Mahlum
- Amber Rae Bernhardt
- Karmen Siirtola

Haugen, Vayda, Boyd and Siirtola were in attendance at the meeting. Mahlum and Bernhardt were unavailable. Haugen was the only person submitting a letter of interest to represent the financial sector.

Committee members were pleased with the qualifications of all applicants with diverse backgrounds for the open positions. They noted Mahlum had only served approximately one year so far, bringing good insight and questions for Renaissance Zone applications. Members also felt Siirtola's past work experience and current ownership of a downtown Mandan business would be valuable to the committee.

The committee voted 3-0 with three members absent and Haugen abstaining to reappoint Darren Haugen to represent the financial sector for a three-year term ending Dec. 31, 2022.

The committee voted 3-0 with three members absent and Vayda abstaining to appoint Karmen Siirtola and reappoint Rhonda Mahlum to represent the community at-large for three-year terms ending in 2022.

Some applicants had also expressed interest in other committees and were encouraged to continue pursuing those or to re-apply in the future.

ATTACHMENTS: Letters of interest

FISCAL IMPACT: n/a

STAFF IMPACT: Minimal. Orientation and resource materials are provided for new committee members.

LEGAL REVIEW: n/a

Board of City Commissioners

Agenda Documentation

Meeting Date: Dec. 17, 2019

Subject: Renaissance Zone Committee Appointments for 2020-2022

Page 3 of 5

---

RECOMMENDATION: The Renaissance Zone recommends the appointment of Karmen Siirtola and reappointments of Darren Haugen and Rhonda Mahlum for three-year terms from 2020 through Dec. 31, 2022.

SUGGESTED MOTION: I move to appoint Karmen Siirtola, and reappoint Darren Haugen and Rhonda Mahlum to the Renaissance Zone committee for three-year terms from Jan. 1, 2020 through Dec. 31, 2022.

To Whom it May Concern,

I am submitting this letter to indicate my willingness to serve on one of the city boards. I will gladly serve on any board where my assistance is needed, but I would prefer the Renaissance Zone Committee or the Visitors Promotion Fund Committee.

My family and I moved to Mandan in January of 2015 and purchased a home here in May of 2018. Though we are not originally from this area, Mandan is our home and we plan to remain here for the long term. Therefore, I wish to be of service to my community and help keep Mandan a wonderful place for businesses and families well into the future.

I have a PhD in Geosciences and bachelor's degrees in geology and biology. I work as the manager of the Paleontology Program for the North Dakota Geological Survey in Bismarck. In that position I oversee the North Dakota State Fossil Collection, organize public fossil digs across North Dakota during the summer, and supervise various educational outreach programs for schools, professional groups, and the general public. Previously, I worked for the National Park Service at Badlands National Park in South Dakota. In both of those positions I sought to serve the public by providing beneficial services to my local community and the general public.

Thank you for taking the time to consider my request. I look forward to hearing from you once a decision is made.

Sincerely,

Clint A. Boyd

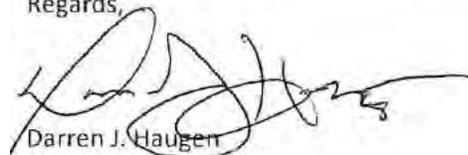
Dear Mr. Neubauer,

During the past few years I have served on the Mandan Renaissance Zone Committee and have enjoyed serving the city in this capacity. My term is up and I am formally requesting to be considered for another 3 year term on the committee as the financial service sector representative.

I am still employed with Starion Bank here in Mandan and have been a part of the organization for the past 19 years along with being a resident of Mandan and surrounding area for over 45 years. During that time I have watched my community make great strides in beautification efforts, remodeling efforts, and new business growth efforts making Mandan and more vibrant community. I plan to continue making personal efforts to help Mandan in my capacity as a Business Banker and serving where I can be of help to business growth efforts. The Renaissance Zone Committee has been, and will continue to be, a great place to help businesses expand, grow, and re-vitalize their look in the community.

I respectfully request to continue to serve on the Renaissance Zone Committee for another term and would appreciate the opportunity to do so.

Regards,



Darren J. Haugen  
AVP/Business Banking

Dear Mr. Neubauer:

I am writing to express my interest in being re-appointed to the Renaissance Zone Committee. If given the opportunity to serve again, I am confident that my background, my expertise in engineering and sense of community would be invaluable to you and to the citizens of Mandan.

With being on the Renaissance Zone Committee, I have worked to improve the downtown area. For example, lowering the tax base for the citizens of Mandan and improving the social and economic environment.

I highly enjoy being a citizen of Mandan and dedicating my life's work to this end and giving back to the community. I highly enjoy working with the members of the Renaissance Zone and I am looking forward to a favorable response to this letter.

Warm Regards,

Robert Vayda

From: Rhonda Mahlum  
Haga Kommer, Ltd

Subject: Interest in Renaissance Zone Committee

I am interested in continuing to serve on the Renaissance Zone Committee. I filled a short term and found the committee to be very interesting. At the time we built our office building on Main Street, we utilized the various credits available. It is a great program and would like to see the program be available in the future.

I have a strong financial background being a CPA, I understand marketing from owning my own business and I value Mandan and especially main street. It is a great place to do business. It has come a long way in the past ten years and I look forward to the next ten years.

Serving on the committee is a way of paying back to the City of Mandan for what they made available to us when we needed it the most.

To Whom It May Concern,

Greetings. My name is Amber Rae Bernhardt, and I am writing today to express my interest in serving on the Renaissance Zone Committee.

I am a resident of Mandan, ND and I am also employed as the Marketing Director for the YMCA, which includes Family Wellness in Mandan. I have served on the board of the Downtowners Association of Bismarck for nearly 9 years, worked for a time for the Downtown Community Partnership of Fargo in the early 2000s and operated a small business in downtown Bismarck for over 6 years.

My experience in and proximity to downtowns for a large portion of my career have made me very familiar with the functionality of these urban areas including taxation, infrastructure, traffic, walkability and zoning. I have been privy to the processes of Renaissance Zone project bids, reviews and implementation. These factors make me an ideal candidate to serve on this committee, not only from a residential perspective, but from a business one as well.

I grew up in Mandan and having returned to the area 9 years ago, am currently living in the Southwest section of town. It has been a pleasure to see the great work happening in the West Main St. sector of the city. It would be a privilege to support and guide the projects and proposals of new businesses to the area and help not only realize the visions of young entrepreneurs, but to see Mandan restored to a vibrant, active and thriving community.

The message from Governor Doug Burgum confirms the importance of strong downtowns. They generate the highest concentration of job opportunities and tax revenues in a city. They are critical in the attraction and retention of both residents and employees. And investing in existing infrastructure is far more fiscally responsible in the long term than new development and construction.

Renaissance Zones enable cities to create diverse, appealing and strong downtowns, literally actualizing the American Dream of small business owners and supporting our friends and neighbors throughout the area. The benefits of downtown effect the entire city and through responsible governance and oversight, Renaissance Zones can be a vital part of a vibrant economy. It would be my sincerely honor to serve on the Renaissance Zone Committee and apply my knowledge and experience to the growth and betterment of the city of Mandan as a whole.

Respectfully Submitted,

Amber Rae Bernhardt

To Whom It May Concern:

My name is Karmen Siirtola. I assumed ownership of the TP Motel on July 1, 2016. If you've driven by, I think you may have noticed we have been busy making some improvements to the grounds as well as parts of the building. My team's main focus, however, has been a focused effort on our guest rooms in order to provide clean, affordable lodging with décor that has seen a facelift and a welcoming ambience for our guests. Mandan Pride and Hospitality are our calling card.

I have work experience in banking as well as all sorts of customer service positions. I have also owned several other businesses besides the motel.

I would like to bring my experience to the Renaissance Zone Committee. During my time at the TP, I have many times thought of ways that we can hold our head high as a community. I've also become more aware of and interested in how we, as a community, can work to ensure our businesses as well as our citizens can thrive as they live and work in Mandan (or just come to visit.)

It would be my pleasure to serve not only as a business owner but also as a citizen of this great farm/ranch community, among other industries. Our pride shows in so many ways. I'd like to help it show even more!

Thank you for your time,

Karmen Siirtola



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 11, 2019  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Liaison Appointment to Bis-Man Transit Board of Directors

---

**STATEMENT/PURPOSE:** To consider an appointment as a liaison to the Bis-Man Transit Board of Directors.

**BACKGROUND/ALTERNATIVES:** In order for there to be representation from the Mandan City Commission with the Bis-Man Transit Board, it has been recommended that the commission appoint a commissioner as a liaison to the Transit Board. The Bis-Man Transit Board consists of nine members from the community. Bismarck City Commissioner Nancy Guy serves as the Bismarck City Commission liaison to the Board. Commissioner Rohr has volunteered to be that liaison for the Mandan City Commission.

**ATTACHMENTS:** n/a

**FISCAL IMPACT:** n/a

**STAFF IMPACT:** n/a

**LEGAL REVIEW:** n/a

**RECOMMENDATION:** I recommend that Commissioner Rohr be appointed as the the Mandan City Commission liaison to the Bis-Man Transit Board of Directors.

**SUGGESTED MOTION:** I move that Commissioner Rohr be appointed as the Mandan City Commission liaison to the Bis-Man Transit Board of Directors.



## Board of City Commissioners

### Agenda Documentation

<b>MEETING DATE:</b>	December 17, 2019
<b>PREPARATION DATE:</b>	December 12, 2019
<b>SUBMITTING DEPARTMENT:</b>	Business Development & Communications
<b>DEPARTMENT DIRECTOR:</b>	Ellen Huber
<b>PRESENTER:</b>	Ellen Huber, Business Development & Communications Department
<b>SUBJECT:</b>	Forgivable loan to Latidot Scoop & Gift Shop

---

**STATEMENT/PURPOSE:** To consider a Mandan Growth Fund Committee (MGF) recommendation for a forgivable loan to Latidot (pronounced Lah-Tee-Dot) Scoop & Gift Shop as the winner of the 2019 Mandan Business Pitch Challenge.

**BACKGROUND/ALTERNATIVES:** The Mandan City Commission at its June 4, 2019, meeting approved awarding a \$10,000 forgivable loan to the winner of the 2019 Mandan Business Pitch Challenge subject to contingencies:

- That the contest winner open or grow a business in Mandan or the surrounding 10-mile radius in Morton County by Dec. 31, 2020, that is substantively in harmony with the plan presented to competition judges.
- That the business must register with the N.D. Secretary of State's Office with a Mandan-based address and have a commercial location in Mandan.
- Home-based businesses were eligible to apply for the Business Pitch Challenge, but needed to indicate a plan to grow beyond the home. Location in a commercial property required for consideration of the Growth Fund Committee prize money.
- That the loan be forgiven in equal increments over a span of five years as long as the business does not relocate to another community.

Judges ranked Latidot Scoop and Gift Shop by Dot Frank as winner of the Business Pitch Challenge on Nov. 12. Frank plans to open a hand-scooped ice cream and gift shop specializing in unique items such as stationery, greeting cards, toys and novelties plus limited furniture and décor. She hopes to open in late December or January 2020. She has leased space in the east end of the building located at 200 Collins Avenue in the same building with RuLissa Boutique and Express Yourself Salon, strategically located near her other business, Cappuccino on Collins. The space is addressed as 104 First St NE.

MGF Committee members participated in a question and answer session with Frank at a Dec. 6 meeting. This allowed members to learn more about plans. She plans to install new flooring and paint. She is working to clean up the space and complete merchandising. The lease space is 800 sq. ft. Operating hours will be Thursdays and Fridays 10 a.m. to 7 p.m. and Saturdays and Sundays, 10 a.m. to 5 p.m. Hours may be extended in summer months. Frank has launched a website at [www.latidot.com](http://www.latidot.com) and has a social media presence on Facebook, Instagram and Pinterest.

ATTACHMENTS: 1) Latidot Scoop & Gift Shop application and business plan executive summary as submitted for the Mandan Business Pitch Challenge, 2) Recipient agreement.

FISCAL IMPACT: The \$10,000 forgivable loan for the Business Pitch Challenge winner is already reflected as a commitment on the Mandan Growth Fund's financial statement.

STAFF IMPACT: Minimal staff time is required for implementation and monitoring.

LEGAL REVIEW: All information has been submitted for review.

RECOMMENDATION: The MGF voted unanimously (8-0 with one member absent) to recommend approval of a \$10,000 forgivable loan to Latidot Scoop & Gift Shop as winner of the Mandan Business Pitch Challenge with the contingencies as outlined.

SUGGESTED MOTION: I move to approve a \$10,000 forgivable loan to Latidot Scoop & Gift Shop as winner of the Mandan Business Pitch Challenge with the contingencies as outlined.



Mandan Tomorrow  
 Economic Opportunity & Prosperity Committee  
 Presents

2019 Mandan  
**BUSINESS PITCH  
 CHALLENGE**

Applications Due: Oct. 1, 2019  
 Presentations:  
 Nov. 12, 2019 at 5:30 p.m.  
 Baymont Inn & Suites  
 2611 Old Red Trail, Mandan  
 Apply at:  
[cityofmandan.com/businesspitch](http://cityofmandan.com/businesspitch)

Coordinated by:  




### 2019 Mandan Business Pitch Challenge Application

Name of Team Leader: Dot Frank	Team Leader Phone: 701-527-5767
Team Leader Address: P.O. Box 307 Mandan, ND 58554	Team Leader Email: dot@bis.midco.net
Company Name: Latidot Scoop & Gift Shop	
Is Your Business Started Yet?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Has Your Business Raised More Than \$250,000 yet?      Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Team Member Names, Role in Business & Expertise: - Dot Frank, Owner. Dot is an active community member and experienced business owner. In addition to serving as the executive officer of a large association, she serves as a leadership facilitator and trainer with Bismarck State College and owns and operates the local coffee shop Cappuccino on Collins. Dot brings marketing, sales, networking, social media and business operations experience to Latidot. - Jared Frank, Unbeknownst Construction and Maintenance Director. Jared is Dot's husband who can be counted on for handyman services. - Rolodex of Associates. Dot will continue to lean on a vast collection of contacts who can provide accounting and legal support, financial advice, advertising and marketing ideas, and more.	
What Is Your Business (in 25 words or less)? Latidot is an ice cream and gift shop specializing in fun and unique items not found in franchise stores. Its signature "dot" adorns each cone.	
Product(s)/Service(s) Provided By the Business: Hand scooped ice cream, gift items, limited furniture and decor, stationery, greeting cards, toys and the like.	
Value Proposition (what innovation, service, or feature makes your business or product attractive to customers?): <small>The owner believes in the power of space. The environment, which includes the interior and exterior paint palette, lighting, furnishings, flooring, decor and more, can inspire people to seek out a store, shop it and share the experience with friends. She has first-hand experience breathing a new life into an existing business and looks forward to starting a company from scratch in an existing space and creating the same appeal that attracts customers to her coffee shop in town. In addition to an attractive space, Latidot will supply the community with sought after merchandise at affordable prices.</small>	
Target Market (Who is most likely to buy your products or services? What are their common characteristics such as demographics or behaviors? Do you know how many of them there are within your defined market area?): According to the 2019 Opportunity Gap Analysis provided by the City of Mandan's Community Development Department, a need exists for all products Latidot plans to provide. More specifically, only 16% of the demand for ice cream, soft serve and frozen yogurt shops is being met in Mandan. When it comes to gift, novelty, and souvenir stores only 1% of demand is met. Despite the universal appeal of ice cream and gifts, Latidot will intentionally appeal to women age 16-49 through the gift and novelties it carries. The ice cream, however, will be promoted across all socio, demographic and economic statuses.	

**Differentiation** *(What will make your idea or business stand out in the market place? What distinguishes your product/service from your competitors? Why do your customers need your product/service?):*

As mentioned previously, our store environment will be one of the most obvious differentiators. Additionally, a locally owned status affords the shop the ability to provide rare products and services. Particular attention will be paid to hiring staff who enjoy the job and products and are willing to engage with customers. Latidot's direct competitors in the ice cream market include Dairy Queen, Culvers and McDonald's. Latidot naturally stands out as a local store, which it will promote as an attractive advantage. When it comes to gifts, Latidot will compete with Walmart, Family Dollar, and a handful of locally owned boutiques. It is Latidot's goal to offer a distinct product mix that will complement, not try to compete with those established stores. It can be argued that ice cream isn't a need, but it is a big want. Traffic to Mandan's mainstay ice cream shop (the DQ) seems to support the Opportunity Gap Analysis, which identifies unmet demand. Gift items are a customer need; like death and taxes, birthdays, anniversaries, and holidays are guaranteed.

**How Do You Plan to Make Money?** *(Please explain revenue streams and expenses such as cost of goods, labor, etc. Describe how you will make money and what products/services will generate that revenue. List areas that you expect to spend the most money on.)*

The combination of ice cream and gift items is intentional. The owner recognizes the need to offer a consumable and affordable product that gets people to visit the store frequently. The gift items will provide a higher profit margin and ticket price to help generate revenue necessary to support the cost of doing business. Anticipated expenses include rent, utilities, labor, taxes, insurance, product, marketing and business registration and licensing among other things. Rent and labor will represent the largest expense.

**What Is Your Product-Market Fit?** *(Will your product or service be marketed internationally, nationally, regionally, statewide, in the Bismarck-Mandan metro area, or is it more specific Mandan? And how does it fill a need or want in this market?)*

Latidot marketing will be targeted to the Bismarck-Mandan area, but appeal to a pool of prospective buyers far beyond. Consistent advertising to its closest customers will consume the largest percent of the promotional budget; however, a portion of the funds will be dedicated to marketing opportunities that provide greater reach like community events, social media, road shows and more.

**What Is Your Impact to Mandan?** *(Such as sales, increased incomes stemming from self-employment and/or employment of others, increased property tax base, social value, impact on users or other businesses, etc.)*

The owner recognizes the need for more companies that can contribute to the tax base. She also recognizes the need for more companies to contribute to the well being of community members and the community at large. Latidot will not only be a place to get a paycheck, it will be a place that motivates, encourages and grows employees. It will be a place that puts a smile on customer faces. It will be a place that Mandanites want to tell their visiting friends and families about. It will be a place that inspires other entrepreneurs and local business owners to make an investment in themselves, their business and our city.

**How Would You Use the Prize Money If Selected as the Winner?** *(Such as to lease or acquire real estate, for leasehold improvements, equipment, research and development, marketing, or other enhancements. How will the prizes complement your own personal investment?)*

If selected as the winner of the Business Pitch Challenge, the prize money would primarily be invested in store aesthetics and marketing. Those two items are often last in line when resources are limited. Not only are aesthetics and marketing necessary to attract customers, they go a long way in attracting staff. The prizes provided alongside the grant will complement the personal investment the owner has committed; extending the reach and duration planned purchases.

**Attach a ONE-PAGE executive summary of your business plan (PDF file of 5MB or less) addressing these questions & topics:**

- What is the business?
- What product or service does the business provide?
- Target market & differentiation — What is the target market? How will the business differentiate its product from competing products in the marketplace and gain a sustainable competitive advantage?
- Financing — How much money has been invested to date, or how much is the applicant planning to invest? How much financing or additional equity investment is needed to advance the business? What are the uses for the additional financing? How will this improve the business?
- Management team — What educational backgrounds, experiences and strengths will enable applicants to achieve the business objectives?

**The deadline for submitting applications is October 1, 2019.**

Please submit applications to City of Mandan Business Development & Communications Director Ellen Huber by email [ehuber@cityofmandan.com](mailto:ehuber@cityofmandan.com) or by mail to 205 Second Ave NW, Mandan, ND 58554.

## LATIDOT BUSINESS PLAN: EXECUTIVE SUMMARY

### ABOUT THE BUSINESS:

Latidot is an ice cream and gift shop located in downtown Mandan within walking distance of a clothing boutique, salon, coffee shop and more. In addition to hand-scooping the country's most popular ice cream flavors, the shop will offer seasonal flavors to keep the selection fresh. Gift items not found in nearby franchise or locally owned businesses will be stocked and sold; those include greeting cards, stationery, office products, toys, décor, novelties and more. The store is owned and operated by Mandan resident Dot Frank with the support of her husband's handiwork, family and friends' insight, and peers' professional advice. The business fills a measured void in the ice cream and gift shop industries in Mandan. Latidot will coincide its hours with nearby businesses to help create a draw to downtown. It aims to build a reputation as a store that's fun for shoppers and staff.

### PRODUCT & SERVICES:

Hand scooped ice cream will be sourced from local food distributors and include the classics -Vanilla, Chocolate, Mint Chocolate Chip, Cookies & Cream, Coffee Caramel and Sorbet. Customers can choose to have their scoop in a cake cone, cup or handmade waffle cone. Seasonal flavors will be added to create variety and interest from month-to-month. Accounts have been established with esteemed novelty gift wholesalers whose products are often seen throughout the country in larger metro areas. Greeting cards, stationery, office products, toys, décor, novelties and more will be available at Latidot.

### TARGET MARKET & DIFFERENTIATION:

Latidot will intentionally appeal to women age 16-49 through the gifts and novelties it carries. The ice cream, however, will be promoted across all markets. The shop will differentiate its products from competing products in the marketplace through its independent status and a signature addition to each scoop - a "dot." Latidot's competitors include franchises, franchises that are slow to recognize and respond to local nuances. Latidot is small and nimble. It will be a place where customers can shape the product offering and feel a personal connection to staff and the store's success. Latidot will benefit from a customer base accustomed to spending a premium price for frozen desserts at a competing shop as well as the absence of any stores that offer served ice cream at a discount.

### FINANCING:

The owner has set aside startup funds sufficient to cover the equipment costs, product purchases and modest renovations. A cushion is available to help carry the costs of rent and utilities while sales grow. Established banking relationships are a call away to support the need for additional working capital. The owner however will use limited resources as a motivator to encourage early and robust sales and set the expectations that staff are integral to the financial success of the company. Additional financing made available through the receipt of the Mandan Business Pitch Challenge will ensure the success of Latidot through its first year and position the shop for success during a business's steepest climb...years one through three. Pitch prizes will be put to use to promote the store through traditional marketing, signage, social media, social events and more.

### MANAGEMENT TEAM:

The owner, Dot Frank, has experience in small business ownership, management, sales, marketing and networking. She also has a broad network of peers who she can count on to provide feedback and advice. Dot leans on family and friends, community professionals and business organizations to bring the expertise she lacks.



**MANDAN GROWTH FUND  
BUSINESS PITCH CHALLENGE  
INCENTIVE RECIPIENT AGREEMENT**

Recipient Name (person/entity to receive forgivable loan): \_\_\_\_\_

Business Address: \_\_\_\_\_

**AGREEMENT**

To receive funding from the Mandan Growth Fund and by signature on this Incentive Recipient Agreement, the Recipient agrees:

1. To have the new or expanded business open and operational in a commercial location in the City of Mandan or a 10-mile radius in Morton County by Dec. 31, 2020, as well as registered with the N.D. Secretary of State's Office with a Mandan-based address. A failure to do so will result in forfeiture of the allocated funding.
2. To pay upfront expenses associated with the business startup or expansion, recognizing the City of Mandan will make its payment within 30 days after the business is open in the location for one month.
3. To remain current on all municipally applied taxes, special assessments, utility bills, or loans. In lease situations, the landlord must also remain current on these obligations. Payments will cease if either party fails to be current on these obligations.
4. To comply with any and all building, fire, health or zoning codes or regulations applicable to the business, recognizing that payments will cease for any violation of this agreement.
5. To continue operating the business in Mandan, recognizing that the incentive will be structured as an interest-free loan that will be pro-rated and forgiven over the course of 5 years from date of opening, provided the business remains in continuous operation in a commercial location within the City of Mandan or a 10-mile radius in Morton County. Recipient businesses that locate outside the area of eligibility before this time shall repay a pro-rata share of the incentive.
6. To submit an annual reports to the City of Mandan Business Development Office through the fifth year of operation, to verify that the business is still operating in Mandan, and to provide statistics on full-time and part-time employment.

The City of Mandan agrees to provide the Recipient with an incentive totaling \$10,000. The payment in the form of an interest-free loan shall be pro-rated and forgiven over the course of five years contingent upon the business remaining in operation within Mandan's corporate limits or in a 10-mile radius in Morton County. If the business were to move:

1. Within 1 year, repayment of the entire amount of any subsidy received to that point would be required,
2. Within 2 years, repayment of four-fifths of the total subsidy would be required,
3. Within 3 years, repayment of three-fifths of the total subsidy would be required.
4. Within 4 years, repayment of two-fifths of the total subsidy would be required
5. Within 5 years, repayment of one-fifth of the total subsidy would be required

**RECIPIENT**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**CITY OF MANDAN**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## Board of City Commissioners

### Agenda Documentation

<b>MEETING DATE:</b>	December 17, 2019
<b>PREPARATION DATE:</b>	December 13, 2019
<b>SUBMITTING DEPARTMENT:</b>	Finance
<b>DEPARTMENT DIRECTOR:</b>	Greg Welch
<b>PRESENTER:</b>	Greg Welch, Finance Director
<b>SUBJECT:</b>	Budget Policies & Procedures

---

#### STATEMENT/PURPOSE

To consider the update to the Budget Policies & Procedures and recommendations from the Budget and Finance Committee.

#### BACKGROUND/ALTERNATIVES

On September 21, 2010, the Board of City Commissioners approved the Budget Policies recommended by the Budget and Finance Committee.

On May 17, 2011, the Board of City Commissioners approved Budget Policy recommendations submitted by the Budget and Finance Committee.

The Finance department recently updated the Budget Policies & Procedures document by adding more content and detail supporting the Budget and Finance Committee's budgeting practices. In addition to updating the document, the Committee is recommending a couple notable changes to the Budget Policies & Procedures as follows:

#### **Salaries (pages 19-20)**

- Change the cost of living adjustment for employee salaries from the increase in the Bureau of Labor Statistics (BLS) Consumer Price Index-W (Midwest region) to the increase in the BLS Employment Cost Index for wages and salaries, for state and local government workers.

#### **Infrastructure Projects (pages 20-21)**

- Establish funding formulas for the City's buy-down of maintenance projects from the Municipal Infrastructure Fund.

The Budget and Finance Committee consists of the following members:

- Tim Helbling, Mayor (Finance Portfolio)
- Jim Neubauer, City Administrator
- Greg Welch, Finance Director
- Krissy Pfeifer, Assistant Finance Director

ATTACHMENT

Budget Policies & Procedures

FISCAL IMPACT

The recommendation for funding infrastructure (maintenance) projects will be effective for fiscal year 2020. The recommendation for the cost of living adjustment index for employee salaries will be effective for the 2021 Budget.

STAFF IMPACT

The Budget Policies & Procedures provide guidance to the Budget and Finance Committee for the City's budget development process.

LEGAL REVIEW

Reviewed by City Attorney

RECOMMENDATION

To approve the update to the Budget Policies & Procedures and recommendations from the Budget and Finance Committee.

SUGGESTED MOTION

Move to approve the update to the Budget Policies & Procedures and recommendations from the Budget and Finance Committee.



CITY OF  
**MANDAN**

WHERE THE WEST BEGINS

**BUDGET  
POLICIES & PROCEDURES**

## Table of Contents

Definitions	4
Municipal Budget Law	4
Home Rule Charter	4
Government Finance Officers Association “Best Practices”	4
Budget and Finance Committee	4
Fiscal Year	5
Budget Calendar	5
Budget Working Session	7
Budget Instructions and Worksheets	8
Preliminary Budget	9
General Fund	11
Cemetery Fund	13
City Sales Tax Fund	13
Mandan Growth Fund	14
Refunding Improvement Bonds Fund	14
City Visitors’ Promotion/Capital Construction Fund	14
Water and Sewer Utility Fund	15
Solid Waste Utility Fund	16
Street Light Utility Fund	17
City Shop Fund	17
Taxable Valuation, Mill Levy and Property Taxes	17
Special Assessments	18

Salaries and Benefits	19
Capital Outlay	20
Infrastructure Projects	20
Debt Service	21
Annual Cost for City Services	22
Final Budget	22
Budget to Actual Expenditure Reports	23
Budget Amendments	23
Year-end Expenditure Budget Transfers	23

## **Definitions**

- North Dakota Century Code (NDCC)
- Mandan Code of Ordinances (MCO)
- Government Finance Officers Association (GFOA)

## **Municipal Budget Law (NDCC 40-40)**

The Budget and Finance Committee will prepare the budget according to the Municipal Budget Law.

## **Home Rule Charter (Article 3b)**

The Board of City Commissioners shall have the power to control its finances and fiscal affairs; to appropriate money for its purposes, and make payment of its debts and expenses; to levy and collect taxes, excises, fees, charges, and special assessments for benefits conferred, for its public and proprietary functions, activities, operations, undertakings, and improvements; to contract debts, borrow money, issue bonds, warrants, and other evidences of indebtedness; to establish charges for any city or other services, and to establish debt and mill levy limitations, provided that all real and personal property in order to be subject to the assessment provisions of this subsection shall be assessed in a uniform manner as prescribed by the state board of equalization and the state supervisor of assessments, in addition, the mill levies ordered imposed by the Board on property subject to taxation shall not exceed in total the sum of levies authorized by state statutes, constitution or by the city electorate by a previous election. The Board shall be permitted to promulgate the city budget without regard to specific dedications of mill levies to specific purposes.

## **Government Finance Officers Association “Best Practices”**

The GFOA “Best Practices” identify specific policies and procedures that contribute to improved government management. They aim to promote and facilitate positive change or recognize excellence rather than merely to codify current accepted practice. The GFOA has emphasized that these “Best Practices” be proactive steps that a government should be taking. They are applicable to all governments (both large and small). The “Best Practices” are approved by the GFOA executive board and represent the official position of the organization.

The Budget and Finance Committee shall consider the GFOA “Best Practices” when preparing the budget.

## **Budget and Finance Committee**

The Budget and Finance Committee shall consist of the following members:

- Mayor or City Commissioner (Finance Portfolio)
- City Administrator
- Finance Director
- Assistant Finance Director

### **Fiscal Year (NDCC 40-40-03)**

The fiscal year for the budget shall begin on the first day of January and end on the last day of December.

### **Budget Calendar**

The budget calendar shall include the following timeline and objectives:

- March (first week)
  - The Finance department provides the budget request forms (personnel, capital outlay, and construction/maintenance projects) to the department managers.
- March (last week)
  - The budget request forms (personnel, capital outlay, and construction/maintenance projects) are due from the department managers to the Finance department.
- April (mid-month)
  - The department managers present the budget requests (personnel, capital outlay, and construction/maintenance projects) to the City Administrator and management team.
- April (last week)
  - The Board of City Commissioners conduct a budget working session with the department managers.
- May (first week)
  - The Finance department provides the budget instructions and worksheets (operations and maintenance) to the department managers.
- May (last week)
  - The budget worksheets (operations and maintenance) are due from the department managers to the Finance department.
- June/July
  - The Budget and Finance Committee conducts internal budget hearings with the department managers and portfolio commissioners.
- July
  - The Budget and Finance Committee reviews and recommends the preliminary budget to the Board of City Commissioners.

- August (first Tuesday)
  - The Board of City Commissioners approve the introduction and first consideration, and call for a public hearing of the Ordinance adopting the preliminary budget.
    - The governing body of each municipality, annually on or before August tenth, shall make an itemized statement known as the preliminary budget statement showing the amounts of money which, in the opinion of the governing body, will be required for the proper maintenance, expansion, or improvement of the municipality during the year. (NDCC 40-40-04)
- August (on or before August 10)
  - The Finance department provides a copy of the preliminary budget and notice of the public budget hearing date to the Morton County Auditor.
    - On or before August tenth of each year, after the governing body has prepared the preliminary budget statement, the auditor of the municipality shall: a) provide the county auditor with a copy of the preliminary budget statement; b) set a public budget hearing date no earlier than September seventh and no later than October seventh for the purpose of adopting the final budget and making the annual tax levy; c) provide notice of the public budget hearing date to the county auditor. (NDCC 40-40-06)
- September (third Tuesday)
  - The Board of City Commissioners conduct a public budget hearing. The Board approves the second and final consideration of the Ordinance adopting the final budget and annual tax levy. The Board also approves the Resolution(s) establishing the rates and charges for services.
    - The governing body shall meet at the time and place set pursuant to NDCC 40-40-06 and shall hear any and all protests or objections to the items or amounts set forth in the preliminary budget statement. At the hearing, the governing body shall make any changes in the items or amounts shown on the preliminary budget statement as it may deem advisable except as limited in this chapter, and shall prepare the final budget,... The final appropriation of any fund total may not exceed the total amount requested in the preliminary budget. (NDCC 40-40-08)
- September (no later than October 10)
  - The Finance department submits a certified copy of the levy and a certified copy of the final budget to the Morton County Auditor.
    - Immediately after the completion of the final budget and the adoption of the annual tax levy by the governing body of a municipality in accordance with the provisions of this chapter, and in no case later than October tenth, the auditor of the municipality shall send to the county auditor a certified copy of the levy as adopted and a certified copy of the final budget. (NDCC 40-40-10)

- The Finance department submits a statement of fund activity for the prior fiscal year to the Morton County Auditor.
  - The governing body of any county, city, township, school district, park district, recreation service district, rural fire protection district, rural ambulance service district, soil conservation district, conservancy district, water authority, or any other taxing entity authorized to levy property taxes or have property taxes levied on its behalf, in the year for which the levy will apply, must file with the county auditor of each county in which the taxing entity is located, at a time and in a format prescribed by the county auditor, a financial report for the preceding calendar year showing the ending balances of each fund or account held by the taxing entity during that year. (NDCC 57-15-30.2)

### **Budget Working Session**

The budget working session shall consist of the following procedures:

- The Finance department provides the budget request forms (personnel, capital outlay, and construction/maintenance projects) for the next three fiscal years to the department managers during the first week in March.
- The budget request forms (personnel, capital outlay, and construction/maintenance projects) for the next three fiscal years are due from the department managers to the Finance department no later than the last week in March.
- The department managers present the budget requests (personnel, capital outlay, and construction/maintenance projects) for the next three fiscal years to the City Administrator and management team during the middle of April.
- The Finance department provides the following supplemental information for the budget working session:
  - Budget Calendar
  - Historical Trend Analysis
  - Debt Outstanding
  - Budget Outlook
    - Salaries and Benefits
    - Operations and Maintenance Expenditures
    - Taxable Valuation, Mill Levy and Property Taxes
    - Utility Bill
  - Department Requests (for the next three fiscal years)
    - Personnel
    - Capital Outlay
    - Construction/Maintenance Projects

- The Board of City Commissioners conduct a budget working session with the department managers during the last week in April.
  - The department managers present the budget requests (personnel, capital outlay, and construction/maintenance projects) for next the three fiscal years to the City Commissioners.

### **Budget Instructions and Worksheets**

The Finance department shall provide the following budget instructions and worksheets to the department managers during the first week in May:

- Budget Calendar
- Operations and Maintenance (O&M) Expenditure Budget Worksheets
  - The department managers enter the amounts for the O&M expenditures, excluding salaries and benefits, capital outlay and debt payments.
  - The Finance department allocates a base-spending cap for the O&M section of each department budget. The increase in the O&M expenditures is based on the BLS Consumer Price Index-U (CPI-U) Midwest region and the total increase in the department O&M expenditures for the past two fiscal years (prior year actual versus following year budget) cannot exceed the CPI-U for the prior two fiscal years.
  - The Finance department enters the amounts for the following O&M expenditures:
    - Insurance
    - Utilities
    - Fuel
    - Garbage Collection/Disposal Fees
    - Recycling Fees
  - If a department manager is unable to budget within the O&M base-spending cap, a written explanation is required from the department manager to the Budget and Finance Committee to justify the need for the additional appropriations.
- Disbursement Element Listing
- Fees and Charges for Services
  - The department managers compare the department fees and charges for services to the City of Bismarck and other cities, and make recommendations to the Board of City Commissioners for rate adjustments.
- Budget Checklist
  - The department managers complete and sign the budget checklist before submitting the budget worksheets to the Finance department.

The budget worksheets are due from the department managers to the Finance department no later than the last week in May.

### **Preliminary Budget (NDCC 40-40-05)**

The preliminary budget must include a detailed breakdown of the estimated revenues and appropriations requested for the ensuing year for the general fund, each special revenue fund, and each debt service fund of the municipality. The revenue and expenditure items for the preceding year and estimates of the revenue and expenditures for the current year must be included for each fund to assist in determining the estimated revenues and appropriation requested for the ensuing year. The budget must also include any transfers in or out and the beginning and ending fund balance for each of the funds. The budget must be prepared on the same basis of accounting used by the municipality for its annual financial reports.

- The Finance department shall consider the following funds as major funds:
  - General Fund
  - Cemetery Fund
  - City Sales Tax Fund
  - Mandan Growth Fund
  - Refunding Improvement Bonds Fund
  - City Visitors' Promotion/Capital Construction Fund
  - Water and Sewer Utility Fund
  - Solid Waste Utility Fund
  - Street Light Utility Fund
  - City Shop Fund
  
- The budget shall consist of the following revenues:
  - Taxes
  - Licenses and Permits
  - Intergovernmental
  - Charges for Services
  - Fines and Forfeits
  - Special Assessments
  - Miscellaneous
  
- The budget shall consist of the following expenditures:
  - Salaries and Benefits
  - Operations and Maintenance
    - Professional Fees and Services
    - Insurance
    - Rentals
    - Travel and Training
    - Utilities
    - Publishing and Printing
    - Dues and Memberships
    - Supplies
    - Repairs
    - City Share of Special Assessments
    - Miscellaneous
    - Subsidies

- Debt Service
- Capital Outlay
- The Finance department shall review the budget for the current fiscal year and revise the estimates for revenues, expenditures, and transfers as of June 30.
- The beginning fund balance for the current fiscal year, for each fund, shall be computed as follows:

- Cash and Investments
- + Accounts Receivable (net)
- + Taxes Receivable
- + Special Assessments Receivable
- – Salaries and Benefits Payable
- – Accounts Payable
- – Retainage Payable
- – Deferred Revenue
- = Beginning Fund Balance (current fiscal year)

- The estimated ending fund balance for the current and following fiscal year, for each fund, shall be computed as follows:

- Beginning Fund Balance (current fiscal year)
- + Revised Revenues (current fiscal year)
- + Revised Transfers in (current fiscal year)
- – Revised Expenditures (current fiscal year)
- – Revised Transfers out (current fiscal year)
- = Estimated Ending Fund Balance (current fiscal year)
- + Estimated Revenues (following fiscal year)
- + Estimated Transfers in (following fiscal year)
- – Estimated Expenditures (following fiscal year)
- – Estimated Transfers out (following fiscal year)
- = Estimated Ending Fund Balance (following fiscal year)

The amount paid for salaries may be shown as a single line item expenditure in each fund. There must be on file with the governing body and open to public inspection a detailed statement showing the names of all persons receiving salaries, the annual amount paid to each person, and the fund charged.

While preparing the budget, municipal officials may include an expenditure item for equipment replacement, the amount of which may not exceed the total of the anticipated reasonable costs of depreciation for the ensuing year, based on current costs, of all equipment owned by the municipality. The expenditure for equipment replacement must be placed in a separate special revenue fund. No expenditure may be paid from the equipment replacement fund except for equipment purchases to replace equipment that is worn out, damaged, or obsolete. The term "equipment" does not include structures or building fixtures.

While preparing the budget, municipal officials may include an expenditure item for a building reserve fund, the amount of which may not exceed the total of the anticipated reasonable costs of depreciation for the ensuing year, based on the original costs of all buildings and structures owned by the city. The expenditure for building reserve must be placed in a separate capital projects fund. No expenditures may be paid from the building reserve fund except for the purchase, construction, or remodeling of buildings or structures that are obsolete, substandard, or generally unfit for public use.

### **General Fund**

The General Fund is the principal operating fund of the City. The purpose of the General Fund is to account for all financial resources that are not accounted for in other funds. Included are transactions for services such as general government, public safety, and public works.

The budget shall consist of the following departments:

- General Government
  - Commission
  - Municipal Court
  - Auditor (non-departmental)
  - Finance
  - Attorney
  - Assessing
  - Human Resources
  - Administration
  - Planning and Zoning
  - Engineering
  - Memorial Building Maintenance
  - Information Technology
  
- Public Safety
  - Police
  - Fire
  - Building Inspection
  - Health Inspection
  
- Public Works
  - Street
  - Forestry
  - Grounds Maintenance

The Finance department shall monitor the following demographics and revenue trends:

- Property Taxes
- Building Permits/Permit Value

- State Aid Distribution
  - The City shall include in the budget a distribution of state aid to the following entities:
    - Mandan Park District = 30% of state aid collections
    - Mandan Airport Authority = \$5,600
    - Morton Mandan Public Library = \$10,650
  - A city shall deposit all revenues received under this subsection in the city general fund. Each city shall reserve a portion of its allocation under this subsection for further distribution to, or expenditure on behalf of, park districts and other taxing districts within the city, excluding school districts. The share of the city allocation under this subsection to be distributed to a park district must be equal to the percentage of the city share of state aid distribution fund allocations that park district received during calendar year 1996, up to a maximum of thirty percent. The governing boards of the city and park district may agree to a different distribution. (NDCC 57-39.2-26.1)
- Highway Tax Distribution
  - Transferred from the Highway Distribution Fund.
    - Street department.
  - The moneys allocated to the incorporated cities must be distributed to them monthly by the state treasurer and must be deposited by the cities in a separate fund and may only be used in accordance with section 11 of article X of the Constitution of North Dakota and an incorporated city may use the fund for the construction, reconstruction, repair, and maintenance of public highways within or outside the city pursuant to an agreement entered into between the city and any other political subdivision as authorized by NDCC 54-40-08. (NDCC 54-27-19(5))
- 1% City Sales Taxes
  - 50% transferred from the 1% City Sales Tax Fund. (MCO 22-2-7)
- Fire Insurance Taxes
  - Transferred from the Fire Equipment Reserve Fund.
    - Fire department employee pension (City) contribution.
  - In a city having a paid fire department, the money must be placed in a fund to be disbursed by the governing body of the municipality in maintaining the fire department. If the municipality has a duly organized and incorporated firefighters relief association, the money must be disbursed in accordance with NDCC 18-05-04. (NDCC 18-04-07(1))
  - The amount received by the treasurer of a firefighters relief association from the state may be disbursed for pensions to and the relief of sick, injured, and disabled members of any fire department in the municipality, rural fire department, or the rural fire protection district and the members' surviving spouses and children. (NDCC18-05-05(2))

The operating expenditures shall not exceed the operating revenues for the budget unless approved by the Board of City Commissioners. The non-operating expenditures (non-operating transfers, debt service and capital outlay) shall only be paid from the non-operating revenues and/or the unreserved fund balance.

The minimum fund balance operating reserve for the budget shall be as follows:  
(GFOA "Best Practices")

- 17% of expenditures, excluding debt service and capital outlay.
  - Not to exceed 75% of the appropriation. (NDCC 57-15-27)

### **Cemetery Fund**

The purpose of the Cemetery Fund is to account for a specific annual property tax levy, charges for services, sale of lots, and donations to be used for the payment of all improvement, care and maintenance of the Mandan Union Cemetery. (MCO 103-2-6)

The Finance department shall monitor the following demographics:

- Grave Opening & Closing
- Grave Rights

The operating expenditures shall not exceed the operating revenues for the budget unless approved by the Board of City Commissioners. The non-operating expenditures (debt service and capital outlay) shall only be paid from the non-operating revenues and/or the unreserved fund balance.

The minimum fund balance operating reserve for the budget shall be as follows:  
(GFOA "Best Practices")

- 17% of expenditures, excluding debt service and capital outlay.
  - Not to exceed 75% of the appropriation. (NDCC 57-15-27)

### **City Sales Tax Fund**

The purposes of the City Sales Tax Fund are: 1) to account for the 1% City sales tax for reducing property taxes and municipal debt, street, water and sewer system improvements, and for job and economic development (MCO 22-2-7), and 2) to account for the 0.75% City sales tax for the Park Facilities Sales Tax Revenue Bonds.

The Finance department shall monitor the following revenue trends:

- Taxable Sales and Purchases
- 1% City Sales Taxes
- 0.75% City Sales Taxes

The 1% City Sales Tax Fund shall dedicate the 1% tax proceeds in the budget as follows:

- 50% of the sales tax revenue to be transferred to the General Fund for property tax reduction.
- The Budget and Finance Committee may transfer sales tax revenue to the General Fund for revenue stabilization.
- \$300,000 of the sales tax revenue to be transferred to the Mandan Growth Fund for business and economic development.
- \$50,000 to \$75,000 of the sales tax revenue to be transferred to the Street Light Utility Fund for the LED lights replacement project.
- \$20,000 of the sales tax revenue to be expended to the Mandan Progress Organization Funding Committee.

- \$100,000 of the sales tax revenue to be expended to the Bismarck-Mandan Chamber EDC.
- \$75,000 of the sales tax revenue to be expended to the Mandan Progress Organization.

The 1% City Sales Tax Fund shall maintain a \$500,000 cash reserve.

The Escrow Agreement with the Bank of North Dakota requires the City to deposit the 0.75% City sales tax received from the North Dakota State Tax Department to the Escrow Fund monthly for the purpose of paying debt service principal and interest payments on the Park Facilities Sales Tax Revenue Bonds.

### **Mandan Growth Fund**

The purpose of the Mandan Growth Fund is to account for the activities of the business development and communications department, and the City's job and economic development financial assistance and incentives provided to businesses that desire to expand or locate in the Mandan area.

The Mandan Growth Fund shall receive \$300,000 from the 1% City Sales Tax Fund for budget purposes.

- Any unexpended or uncommitted funds at the end of the current fiscal year shall be carried forward to the following fiscal year.

The Mandan Growth Fund Committee shall recommend funding for economic development projects to the Board of City Commissioners.

### **Refunding Improvement Bonds Fund**

The purpose of the Refunding Improvement Bonds Fund is to account for, by district, the financing of the City's special assessment bonds for the construction of infrastructure improvements such as for sidewalk, curb and gutter, street, and water and sewer utility projects.

The Finance department shall monitor the special assessment collections and cash balances by district.

### **City Visitors' Promotion/Capital Construction Fund**

The purposes of the City Visitors' Promotion/Capital Construction Fund are: 1) to account for the 2% City occupancy tax to promote, encourage, and attract visitors to come to the City and use the travel and tourism facilities within the City and its extraterritorial jurisdiction, and 2) to account for the 1% City restaurant and lodging tax for the purchase, equipping, improving, construction, maintenance, repair and acquisition of buildings or property consistent with visitor attraction or promotion. (MCO 22-1-3)

The Finance department shall monitor the following revenue trends:

- 2% City Occupancy Taxes
- 1% City Restaurant and Lodging Taxes

The City Visitors' Promotion Fund shall dedicate the 2% tax proceeds in the budget as follows:

- 90% of the occupancy tax revenue to be expended to the Bismarck-Mandan Convention and Visitors Bureau.

The Visitors' Committee shall recommend funding for projects from the City Visitors' Promotion Capital Construction Fund (1% tax) to the Board of City Commissioners. (MCO 22-1-4)

The minimum fund balance operating reserve for the budget shall be as follows: (GFOA "Best Practices")

- 17% of 1% City restaurant and lodging taxes.

### **Water and Sewer Utility Fund**

The purpose of the Water and Sewer Utility Fund is to account for the activities of the City's water, sanitary sewer, and storm water operations. (MCO 117-3-6)

The budget shall consist of the following departments:

- Water Utility
  - Auditor (non-departmental)
  - Utility Billing
  - Water Treatment
  - Waterline Maintenance
  - Meter Reading
- Sewer Utility
  - Auditor (non-departmental)
  - Utility Billing
  - Wastewater Treatment
  - Sewerline Maintenance
  - Meter Reading

The Finance department shall monitor the following demographics:

- Water Meter Accounts
- Water/Wastewater Gallons

The provision for financing capital improvements in the Water and Sewer Utility Fund is set forth in the MCO 117-3-7.

- The Finance department shall review the net operating revenue and debt service coverage ratio. (MCO 117-3-7(2))

The Budget and Finance Committee may include in the budget a transfer from the Water and Sewer Utility Fund to the General Fund for revenue stabilization.

- When the governing body of the municipality determines that there is a cash surplus in the municipal utilities fund over and above any amount necessary to provide adequately for the operation, maintenance, repair, enlargement, alteration, improvement, and extension of the plant or plants, it may invest the surplus or transfer it or a portion thereof as follows:

The governing body may transfer from the surplus in the fund to the general fund of the municipality or to any other fund of the municipality a total sum of not more than twenty percent of the gross receipts of the municipal utilities for the fiscal year of the municipality during which the transfer or transfers are made. In addition the governing body, upon adoption of a resolution declaring it necessary and upon approval of a majority of the votes cast on the question at a regular city election, may transfer to the general fund of the municipality or to any other fund of the municipality from the surplus in the municipal utilities fund at the end of any fiscal year. The resolution and ballot shall state the specific amount or percentage to be transferred as hereinbefore provided.

(NDCC 40-33-12(2))

The net operating revenue % for the budget shall be at least 25%. The non-operating expenses (non-operating transfers, debt service and capital outlay) shall only be paid from the non-operating revenues and/or the unreserved fund balance.

The minimum fund balance operating reserve for the budget shall be as follows:  
(GFOA "Best Practices")

- 25% of expenses, excluding debt service and capital outlay

### **Solid Waste Utility Fund**

The purpose of the Solid Waste Utility Fund is to account for the activities of the City's garbage, recycling, and landfill operations. (MCO 119)

The budget shall consist of the following departments:

- Residential
  - Garbage
  - Recycling
- Landfill

The Finance department shall monitor the following demographics:

- Garbage/Recycling Tons
- Inert Landfill Tons

The operating expenses shall not exceed the operating revenues for the budget unless approved by the Board of City Commissioners. The non-operating expenses (debt service and capital outlay) shall only be paid from the non-operating revenues and/or the unreserved fund balance.

The minimum fund balance operating reserve for the budget shall be as follows:  
(GFOA "Best Practices")

- 25% of expenses, excluding debt service and capital outlay

The Solid Waste Utility Fund shall maintain a \$1,000,000 cash reserve for land acquisition and transfer station improvements at the landfill.

### **Street Light Utility Fund**

The purpose of the Street Light Utility Fund is to account for the activities of the City's street lighting system operations. (MCO 115-2-6)

The Finance department shall monitor the following cost trend:

- Electricity

The Street Light Utility Fund shall receive \$50,000 to \$75,000 from the 1% City Sales Tax Fund for the LED lights replacement project.

The operating expenses shall not exceed the operating revenues for the budget unless approved by the Board of City Commissioners. The non-operating expenses (debt service and capital outlay) shall only be paid from the non-operating revenues and/or the unreserved fund balance.

The minimum fund balance operating reserve for the budget shall be as follows:  
(GFOA "Best Practices")

- 25% of expenses, excluding debt service and capital outlay

### **City Shop Fund**

The purpose of the City Shop Fund is to account for the purchase of fuel and the repairs and maintenance of the City's fuel dispensing system.

The City Shop Fund shall charge the departments on a cost reimbursement basis.

The Finance department shall monitor the following cost trend:

- Fuel

### **Taxable Valuation, Mill Levy and Property Taxes**

The taxable valuation for the budget shall be determined as follows:

- The City Board of Equalization approves the true and full valuation for the agricultural, residential and commercial property. The Assessing department submits the true and full valuation of property to the Morton County Tax Equalization office.

- The Morton County Board of Equalization approves the true and full valuation for the agricultural, residential and commercial property.
  - The Finance department selects this valuation for budget purposes.
  - The taxable valuation for the residential property excludes the homestead and disabled veteran property tax credit.
- The taxable valuation for the utilities (centrally assessed property) is based on the valuation from the prior fiscal year.
- The taxable valuation for the current fiscal year is computed as follows:

Agricultural  
+ Residential  
– Homestead Property Tax Credit  
– Disabled Veteran Property Tax Credit  
+ Commercial  
+ Utilities (prior fiscal year)  
= Taxable Valuation

The mill levy and property taxes for the budget shall be based on the following guidelines:

- The total City mill levy should not exceed the city mill levy average of the other 11 largest cities in the State of ND for the prior fiscal year.
- The increase in the property taxes should be limited to the increase in the taxable valuation resulting from new construction and expired tax exemptions.
- The Mayor or City Commissioner (Finance Portfolio) may recommend an increase in the City mill levy to the Board of City Commissioners to pay for specific expenditures or certain budget requests from the departments.

### **Special Assessments**

The special assessments shall be based on the following guidelines:

- Removal of Ice and Snow (MCO 16-2-3)
  - Administration fee = 10%
  - Years = 1
  - Interest rate = 0%
- Noxious Weeds and Tall Grasses (MCO 16-5-5)
  - Administration fee = 10%
  - Years = 1
  - Interest rate = 0%

- Alarm Systems (MCO 8-2-4)
  - Administration fee = 10%
  - Years = 1
  - Interest rate = 0%
  
- Health and Safety (NDCC 40-05-01.1)
  - Service connections (MCO 2-5-1)
  - Lot clearing (MCO 16-3-10)
  - Diseased trees (MCO 16-4-7)
  - Administration fee = 10%
  - Years = 1 to 5
  - Interest rate = 0%
  
- Sidewalks (MCO 115-7-3)
  - Administration fee = 10%
  - Years = 1 to 10
  - Interest rate = 0%
  
- Streets (NDCC 40-22)
  - Construction contingency = 10%
  - Administration fee = 25% (NDCC 40-23.1-04)
  - Years
    - Asphalt = 0 to 15, not to exceed 30 (NDCC 40-24)
    - Concrete = 0 to 20, not to exceed 30 (NDCC 40-24)
  - Interest rate = average net annual interest rate of the warrant or bond + 0% to 1.5% (NDCC 40-24-02)
  
- Water and Sewer (NDCC 40-22)
  - Construction contingency = 10%
  - Administration fee = 25% (NDCC 40-23.1-04)
  - Years = 0 to 15, not to exceed 30 (NDCC 40-24)
  - Interest rate = average net annual interest rate of the warrant or bond + 0% to 1.5% (NDCC 40-24-02)
  
- Utility Bills (MCO 2-5-3, 117-7-2)
  - Administration fee = 10%
  - Years = 1
  - Interest rate = 0%

### **Salaries and Benefits**

The salaries and benefits for the budget shall be based on the following procedures:

- The Finance department enters the amounts for salaries and benefits for the current employees and authorized positions.

- The cost of living adjustment is based on the increase in the BLS Employment Cost Index for wages and salaries, for state and local government workers, from March of the prior fiscal year to March of the current fiscal year.
  - The cost of living adjustment is effective for first the pay date in January.
  - The salary range table is adjusted by the increase above.
- The Budget and Finance Committee may consider a salary adjustment for employees based on performance as determined by the City Administrator and/or department managers.
  - The hourly rate or annual salary for an employee cannot exceed the maximum amount for the employee's pay grade.
- The department managers are to prepare a long-term plan for new personnel for the next three fiscal years.

### **Capital Outlay**

The capital outlay for the budget shall be based on the following procedures:

- Capital outlay (machinery and equipment) may only consist of items with a cost of \$5,000 and greater.
- The department managers may only purchase capital outlay that was budgeted or authorized and may not expend the remaining capital outlay funds for other purposes unless approved by the Board of City Commissioners.
- Department managers are to prepare a long-term equipment replacement plan for capital outlay for the next three fiscal years.

### **Infrastructure Projects**

The infrastructure projects for the budget shall be based on the following procedures:

- The Engineering and Public Works departments are to prepare a long-term capital improvement plan for infrastructure projects and recommend projects to the Board of City Commissioners.
- Funding for infrastructure projects under \$10 million, based on the following formulas, require the approval by the Board of City Commissioners for each project:
  - NDDOT (90/10)
    - Federal/State = 90%
    - Local = 10%
      - City's Share of Special Assessments Fund = 2.5%
      - 1% City Sales Tax Fund = 2.5%
      - Special Assessment District = 5%
      - Municipal Infrastructure Fund = 0% since the Federal/State share is above 80%.

- NDDOT (80/20)
  - Federal/State = 80%
    - If less than 80% is available, the Municipal Infrastructure Fund will pay for the remaining Federal/State share.
  - Local = 20%
    - City's Share of Special Assessments Fund = 5%
    - 1% City Sales Tax Fund = 5%
    - Special Assessment District = 10%
      - ✓ If a District is not created, the City's Share of Special Assessments Fund and/or the 1% City Sales Tax Fund will pay for the remaining local share.
- Street Maintenance District
  - Local = 100%
    - Municipal Infrastructure Fund = 20%
      - ✓ If less than 20% is available, the City's Share of Special Assessments Fund and/or the 1% City Sales Tax Fund will pay for the remaining 20% share.
      - ✓ "20% guideline" (refer to NDCC 40-24-10).
    - Special Assessments = 80%
- Water and Sewer Maintenance District
  - Local = 100%
    - Water and Sewer Utility Fund = 100%
      - ✓ If less than 100% is available, the Municipal Infrastructure Fund and/or the City's Share of Special Assessments Fund and/or the 1% City Sales Tax Fund and/or special assessments will pay for the remaining balance.
- The provision for financing capital improvements in the Water and Sewer Utility is set forth in MCO 117-3-7.
- The funding formula for infrastructure projects \$10 million or more shall be determined by the Board of City Commissioners for each project.

## **Debt Service**

The debt service for the budget shall be based on the following procedures:

- The bonded indebtedness cannot exceed the limitations set forth in NDCC 21-03.
  - Refer also to "Public Finance in North Dakota" prepared by Arntson Stewart Wegner.
- The Budget and Finance Committee are to review the debt ratios and compare the ratios to the other cities in the State of ND.

### **Annual Cost for City Services**

The annual cost for City services for the budget shall be measured as follows:

- Existing Residential Property (approximate average sale price)
- Property Taxes (excluding special assessments)
- + Utility Bill (using 8 units of water per month)
- = Annual Cost for City Services

The Budget and Finance Committee shall compare the annual cost for City services to the City of Bismarck.

### **Final Budget (NDCC 40-40-08)**

The final budget must consist of the preliminary budget with the addition of columns showing:

1. The final appropriations for the various expenditure items specified in the preliminary budget statement. The final appropriation of any fund total may not exceed the total amount requested in the preliminary budget.
2. The estimated amount of unencumbered cash on hand at the end of the current year may not include cash or investments of the equipment replacement fund as provided in NDCC 40-40-05.
3. The levy amount determined by subtracting the total resources from the total appropriations and cash reserve for each fund. The governing body may increase the levy an additional five percent for delinquent tax collections.
4. The certificate of levy which includes a summary of the amount levied for each fund and the total amount levied.

After completing the final budget on or before October seventh, the governing body shall proceed to make the annual tax levy in an amount sufficient to meet the expenses for the ensuing year as determined at the budget meeting. In determining the amount required to be levied, the governing body first shall ascertain its net current resources by adding the estimated revenue for the ensuing year other than property taxes, any transfers in, and the estimated fund balance at the end of the current year. Then the governing body shall ascertain its appropriation and reserve by adding the final appropriation for the ensuing year, any transfers out, and the cash reserve. The net current resources must be deducted from the appropriation and reserve and the balance shall be considered the amount that is required to be raised by taxation during the ensuing year. The determination of the amount of the levy that can be collected within the ensuing year must be made by the governing body based upon the past experience of the district. The levy as finally adopted must be approved by a majority vote of the members of the governing body and noted in the proceedings of the governing body. The amount levied is subject to the limitations as prescribed by the laws of this state (NDCC 57-15) and is subject to the further limitation that the amount may not exceed the levy requested by the municipality. The levy adopted must appropriate in specific amounts the money necessary to meet the expenses and liabilities of the municipality. (NDCC 40-40-09)

The Finance department shall submit a certified copy of the levy and a certified copy of the final budget to the Morton County Auditor no later than October 10.

- Immediately after the completion of the final budget and the adoption of the annual tax levy by the governing body of a municipality in accordance with the provisions of this chapter, and in no case later than October tenth, the auditor of the municipality shall send to the county auditor a certified copy of the levy as adopted and a certified copy of the final budget. (NDCC 40-40-10)

### **Budget to Actual Expenditure Reports**

The Finance department shall submit budget to actual expenditure reports to the department managers each month and the department managers shall review the reports to monitor spending and budget balances.

### **Budget Amendments (NDCC 57-15-31.1)**

No taxing district may certify any taxes or amend its current budget and no county auditor may accept a certification of taxes or amended budget after the tenth day of October of each year if such certification or amendment results in a change in the amount of tax levied. The current budget, except for property taxes, may be amended during the year for any revenues and appropriations not anticipated at the time the budget was prepared.

The budget amendments shall consist of the following procedures:

- Department managers requesting an increase in appropriations requires a budget amendment to be approved by the Board of City Commissioners.
- Department managers requesting a transfer of appropriations within the department requires a budget amendment to be approved by the Finance department.
- Department managers requesting funding from the contingency budget line item requires approval from the Budget and Finance Committee.

### **Year-end Expenditure Budget Transfers (NDCC 40-40-21)**

At the end of the fiscal year, the balance to the credit of each annual appropriation becomes a part of the general unappropriated balance in the municipal treasury, except that the unused balance to the credit of the equipment replacement fund provided for in NDCC 40-40-05 does not become a part of the general unappropriated balance in the municipal treasury, but no special appropriation lapses until the work for which it was made has been completed, the bills paid, and the accounts closed. The governing body of a city may elect, at the end of the fiscal year, to carry over the unencumbered cash balance in the general fund or other budgeted funds and designate the balances for subsequent years.

The transfer of year-end expenditure budget balances from the current fiscal year to the following fiscal year may be allowed for specific department operations or commitments not completed for the current fiscal year and the transfer must be approved by the Board of City Commissioners no later than March of the following fiscal year.

Note: The Budget Policies and Procedures provide direction and guidance to the budget development process. The Budget and Finance Committee reserves the right to use discretion in implementing these Policies and Procedures if funding constraints result.



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** November 21, 2019  
**SUBMITTING DEPARTMENT:** Police Department  
**DEPARTMENT DIRECTOR:** Chief Jason Ziegler  
**PRESENTER:** Chief Jason Ziegler  
**SUBJECT:** Mandan Parking Authority Board Appointments

---

**STATEMENT/PURPOSE:** To fill two positions which expire on December 31<sup>st</sup>, 2019 on the Mandan Parking Authority Board

**BACKGROUND/ALTERNATIVES:** The Mandan Parking Authority Board has two positions which will expire on December 31<sup>st</sup>, 2019. The positions were advertised as required asking for letters of interest in the positions. Only two responses were received. These responses were from the current board members holding the positions which will expire. They are Edgar Oliveira and Julie Haibeck. A vote was taken at the November 5<sup>th</sup>, 2019 Mandan Parking Authority Board meeting and the recommendation of the board is to reappoint Edgar Oliveira and Julie Haibeck to the Board.

**ATTACHMENTS:** Email letters of interest from Edgar Oliveira and Julie Haibeck and Parking Authority Board minutes

**FISCAL IMPACT:** N/A

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** N/A

**RECOMMENDATION:** Recommend reappointing Edgar Oliveira and Julie Haibeck to the Mandan Parking Authority Board for terms which begin on January 1<sup>st</sup>, 2020 and end on December 31<sup>st</sup>, 2022.

Board of City Commissioners  
Agenda Documentation  
Meeting Date: November 19<sup>th</sup>, 2019  
Subject: Mandan Parking Authority Board  
Appointments  
Page 2 of 2

---

SUGGESTED MOTION: Move to approve the reappointments of Edgar Oliveira and Julie Haibeck to the Mandan Parking Authority Board for terms which begin on January 1<sup>st</sup>, 2020 and end on December 31<sup>st</sup>, 2022.

## Cheryl Kroh

---

**From:** julie haibeck  
**Sent:** Monday, September 30, 2019 12:20 PM  
**To:** Cheryl Kroh  
**Subject:** Re: Term for Parking Board

I would continue if they want.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Cheryl Kroh <ckroh@mandanpd.com>  
**Date:** 9/30/19 10:57 AM (GMT-06:00)  
**To:** ""  
**Subject:** Term for Parking Board

Your term will expire on 2019. Kari Moore from the City of Mandan is putting together a list of all board members that are presently serving and asking if they want to continue. Your term would be for 3 more years. Please let me know ASAP if you would like to continue on the Parking Board in your present capacity. THANKS CAK

## **Cheryl Kroh**

---

**From:** Edgar Oliveira  
**Sent:** Monday, September 30, 2019 11:04 AM  
**To:** Cheryl Kroh  
**Subject:** Re: Term for Parking Board

Hi Cheryl,

Yes, I would like to continue as chair.

Edgar

On Mon, Sep 30, 2019 at 10:53 AM Cheryl Kroh <[ckroh@mandanpd.com](mailto:ckroh@mandanpd.com)> wrote:

Your term will expire in 2019. Kari Moore from the City of Mandan is putting together a list of all board members that are presently serving and asking if they want to continue. Your term would be for 3 more years. Please let me know ASAP if you would like to continue on the Parking Board in your present capacity. THANKS CAK

PARKING BOARD AUTHORITY MEETING  
NOVEMBER 5, 2019

A meeting of the Mandan Parking Authority was held in the Veterans' Room at City Hall at 7:45 a.m.

Members attending: Edgar Oliveira, Julie Haibeck, Al Kuntz and Crystal Tretbar. Absent was Larry Goetzfridt. Others in attendance: City Administrator Jim Neubauer, Business Development Director Ellen Huber, Public Works Director Mitch Bitz, Commissioner Dennis Rohr, Police Chief Jason Ziegler, Deputy Chief Lori Flaten, Parking Enforcement Allan Decker and Records Technician Cheryl Kroh. Guests in attendance: Dan Anderson – Legacy Law Firm

Meeting Agenda

1. INTRODUCTIONS
  - a. None were needed.
  
2. MINUTES
  - a. Review and consider for approval the minutes from July 30, 2019 meeting  
Motion was made by Al Kuntz to approve the minutes. Seconded by Julie Haibeck. Motion carried.
  
3. OLD BUSINESS
  - a. None
  
4. NEW BUSINESS
  - a. Consider letters of interest of parties wanting to serve on the Parking Board.
    1. Only letters of interest to be on the Parking Board were received from Edgar Oliveira and Julie Haibeck.
  
  - b. Consider re-appointment of members to the Parking Board. Two terms will expire in December 2019 – Edgar Oliveira and Julie Haibeck. Terms are for 3 years.
    1. Since the only letters received were from Edgar Oliveira and Julie Haibeck, a motion was made by Al Kuntz to recommend the re-appointment of Edgar and Julie to the Parking Board for 3 year terms. Seconded by Crystal Tretbar. Motion carried.
  
  - c. Dan Anderson from Legacy Law Firm is requesting to reconsider Second Ave NE parking to have unrestricted instead of 90 minutes
    1. Dan Anderson said as tenants are signing leases in his building they are concerned about the 90 minute restricted parking that will be posted in the area of the new building. Some of the tenants may meet with their clients for a lesser time but some may possibly meet 2 hours or more. Dan also showed the board and others in attendance a map of the area in question and a picture of the building when built. Motion was made by Al Kuntz to reconsider the change from 90 minute restriction to unrestricted. Seconded by Crystal Tretbar. A board member, Julie Haibeck, opposed the change. Show of hands were needed in voting. Three board members and Commissioner Rohr were in favor of the change (4) and (1) board member opposed the change. Change will be made and the motion passes.

5. OTHER BUSINESS

a. NONE. However, Ellen Huber mentioned that the new downtown parking maps are completed. Allan Decker was asked how the parking enforcement is doing. Allan responded that it is going good and violations are slowing down. Also he mentioned that the signs located in the area of NAPA as well as the signs by the Morton County Courthouse have been changed to 90 minute restricted parking.

6. NEXT MEETING DATE

a. Next date will be in February or March 2020. Everyone will be notified.

7. ADJOURN

a. Motion to adjourn meeting was made by Al Kuntz and seconded by Crystal Tretbar.  
Adjourned at 8:04 a.m.



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 12, 2019  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Consider Community Beautification Committee recommendations for appointments

STATEMENT/PURPOSE: Consider appointments to the Community Beautification Committee.

BACKGROUND/ALTERNATIVES: The Community Beautification Committee helps formulate and coordinate programs, projects and policies that enhance the aesthetic appearance of the community. It may also identify the need for amending the Mandan Code of Ordinances.

There are two positions up for consideration. Candidates should be property owners or representatives of property owners in the City of Mandan. Representation is sought from both residents and businesses. The terms are both for three years ending Dec. 31, 2022. Letters of interest were sought through an October news release with a requested deadline for responses by Nov. 1 or until the positions are filled.

Members whose terms are expiring:

- Jody Skogen (*filling a vacancy for an unexpired term; only been on committee for one year*)
- Laurie Leingang (*2<sup>nd</sup> term: 2017-2019*)

The Community Beautification Committee met Dec. 12. Agenda items included consideration of recommendations for 2020 appointments. People submitting letters of interest are listed below:

- Jody Skogen
- Laurie Leingang
- Rena Mehlhoff

Leingang and Mehlhoff were in attendance, Skogen was absent due to an understood reason. Mehlhoff has been a resident of Mandan for over 15 years and is currently the Communication Specialist for Bismarck Parks and Rec. She is a certified NDSU Extension Master Gardener and has her own certified pollinator garden. Committee members expressed that both Skogen and

Leingang are very active members and valuable members on the committee, and that Mehlhoff would bring great experience and knowledge to the committee.

The committee is currently made up of six community at-large representatives, with a total of 13 voting members. The committee expressed interest in adding another at-large position.

ATTACHMENTS: Letters of interest.

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION:

1. The Community Beautification Committee recommends changing the community at-large representation from six positions to a range of six to eight community at-large positions.
2. The Community Beautification Committee recommends the appointment of Rena Mehlhoff and reappointment of Jody Skogen and Laurie Leingang for three-year terms from Jan. 1, 2020 to Dec. 31, 2022.

SUGGESTED MOTION:

1. I move to approve changing the community at-large representation on the Community Beautification Committee from six positions to a range of six to eight positions.
2. I move to approve the appointment of Rena Mehlhoff and reappointment of Jody Skogen and Laurie Leingang to the Community Beautification Committee for three-year terms ending in 2022.

Skogen LOI:

Good morning Kari, and thanks for the reminder.

I have appreciated the opportunity to serve alongside men and women who are committed to investing in Mandan's future. My tenure on the beautification committee has been relatively short, as I filled a vacancy created by an early departure. With that being said, I have appreciated the opportunity and I feel my rural upbringing, strong work ethic and understanding of the values of teamwork have proven valuable. Mandan is a community with a diverse culture, a historic past and a promising future. The members of this committee understand this, I would be honored to continue to serve alongside them for another term. Thank you for your consideration Jody Skogen

Leingang LOI:

Dear Ms. Moore,

I hereby submit this letter of request to continue serving on the Mandan Community Beautification Committee (CBC).

I've been a member of the committee since it was reactivated in 2013. Reactivating the CBC committee was a Leadership, Pride and Image Committee (LPI); I've chaired LPI since 2009.

My reasons for continued interest in serving on CBC include:

- My desire to be involved in accomplishments toward an aesthetically appealing community as a valuable factor in advocating community pride, visitor attraction, residential and business attraction/retainment, and public health and safety.
- Mandan is my hometown and I am a steadfast and involved supporter and volunteer for the community.
- Inclusion of an LPI member representative on the CBC committee continues to be an LPI goal.

My current community involvement includes participation in:

- Mandan Community Beautification Committee
- Mandan Leadership, Pride and Image Committee
- Mandan School Foundation Board of Directors
- Mandan School District Policy & Personnel Committee
- Mandan Progress Organization
- MSA United Way Board of Directors

Thank you for your consideration.

Laurie Leingang

Mehlhoff LOI:

Dear Committee Members,

This letter is to express sincere interest in serving on the Community Beautification Committee for the City of Mandan.

I've been a resident of Mandan for over 15 years and believe as a citizen it is my responsibility to engage with my local government and contribute to my community.

My current position as Communication Specialist at Bismarck Parks and Recreation District has provided me with some experience with local government policies and procedures. My work history also includes marketing and communication positions with MDU Resources Group, Inc., Montana-Dakota Utilities Co., and the University of Mary. I believe my background and 16 years of experience in the field of marketing and graphic design are a good fit to help formulate and coordinate programs to enhance the aesthetic appearance of the community and promote public participation in community clean-up campaigns.

My volunteer experience includes serving on the Mandan Friends of the Library Board from 2008-2013 in various positions, including President, Secretary, and Treasurer, and volunteering graphic design services for the Mandan Heritage Plaza Foundation. I was a mentor for the Big Brother, Big Sister program for over 13 years. I have also served as the President, Treasurer, and Marketing chair for the BisMan Bombshellz Roller Derby League.

In addition, I am a certificated NDSU Extension Master Gardener and volunteer on their newsletter committee, *The Dirt*. My home in Mandan has an NDSU Extension Certified Pollinator Garden.

I would welcome the honor and privilege of working with you and serving the City of Mandan.

Thank you for your time and consideration.

Rena Mehlhoff



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** November 25, 2019  
**SUBMITTING DEPARTMENT:** Police  
**DEPARTMENT DIRECTOR:** Chief Jason Ziegler  
**PRESENTER:** City Attorney Malcolm Brown  
**SUBJECT:** Second Consideration and Final Passage of Ordinance 1330 Regarding Penalties

---

**STATEMENT/PURPOSE:** Second Consideration and Final Passage of Ordinance 1330 which will amend and re-enact the penalty sections of 24-1-2, 24-10-1, 24-12-8, 24-15-19, and 24-16-1 of Mandan Code of Ordinances to double the fine amount for each section.

**BACKGROUND/ALTERNATIVES:** The 2019 North Dakota State Legislature voted to allow the doubling of certain fines by Municipalities. Ordinance 1330 would change the fines in those applicable sections to double the current fine amount as provided by ND Century Code.

**ATTACHMENTS:** Ordinance 1330

**FISCAL IMPACT:** N/A

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** Ordinance 1330 was drafted by the City Attorney

**RECOMMENDATION:** Recommend to approve the Second Consideration and Final Passage of Ordinance 1330 which will amend and re-enact the penalty sections of 24-1-2, 24-10-1, 24-12-8, 24-15-19, and 24-16-1 of Mandan Code of Ordinances to double the fine amount for each section.

**SUGGESTED MOTION:** Move to approve the Second Consideration and Final Passage of Ordinance 1330 which will amend and re-enact the penalty sections of 24-1-2, 24-10-1, 24-12-8, 24-15-19, and 24-16-1 of Mandan Code of Ordinances to double the fine amount for each section.

## ORDINANCE NO. 1330

An Ordinance to Amend and Re-enact  
Sections 24-1-2(b); 24-10-1; 24-12-8(4); 24-15-19; 24-16-1  
of Chapter 24 of the Mandan Code of Ordinances

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

### Sec. 24-1-2. – Penalties.

- (b) ~~Except for article 7 of this chapter or as provided by state law, the fine for violating this chapter shall be \$50.00 unless another amount for a specific infraction is established by resolution of the board of city commissioners.~~

For all non-criminal traffic dispositions contained in Title 39 of the North Dakota Century Code, the fees shall be as set by N.D.C.C. Title 39, plus an additional one hundred percent for a total of double the statutory fine for violations referenced in N.D.C.C. § 39-06.1-06, except for violations referenced in article 7 of this chapter (Stopping, Standing, and Parking) and N.D.C.C. § 39-06.1-06(1) (nonmoving violations). For all non-criminal traffic dispositions not contained in Title 39 of the North Dakota Century Code, the fees are as set out in this chapter, or, if no fee is set out, fifty dollars.

### Sec. 24-10-1. – Vehicles transporting explosives and blasting agents; routes for transportation.

All persons owning or operating trucks or other vehicles designed or used for the purpose of transporting explosives, blasting agents, hazardous chemicals, flammable liquids or other dangerous substances within the city shall travel only upon the streets and highways designated by the county emergency management agency; provided, however, that streets other than the designated streets may be used where such materials are being transported to or from a licensed dealer or operator and then, travel may only be on such streets constituting the shortest travel distance from the described route. Any person violating this section is guilty of an infraction, the minimum penalty for which is a fine of ~~\$250.00~~ \$500.00.

### Sec. 24-12-8. – Driving without liability insurance prohibited.

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-08-20.

*39-08-20. Driving without liability insurance prohibited—Penalty.*

4. Violation of subsection 1 must include a fine of ~~one hundred fifty-three~~ three hundred dollars which may not be suspended. A person convicted for a second or subsequent violation of driving without liability insurance within a three-year period must be fined ~~three~~ six hundred dollars which may not be suspended. For a second or subsequent conviction for

a violation of subsection 1 or equivalent ordinance, the court shall order the motor vehicle number plates of the motor vehicle owned and operated by the person at the time of the violation to be impounded until that person provides proof of insurance and a twenty dollar fee to the court. The person shall deliver the number plates to the court without delay at a time certain as ordered by the court following the conviction. The court shall deliver the number plates to the office of the police officer that made the arrest and notify the department of the order. A person who does not provide the number plates to the court at the appropriate time is guilty of a class B misdemeanor.

**Sec. 24-15-19. – Slow-moving vehicles required to display identification emblem—Penalty.**

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-21-50.

*39-21-50. Slow-moving vehicles required to display identification emblem—Penalty.* All implements of husbandry, as defined in section 39-01-01, and machinery, including all road construction machinery, designed for operation at a speed of twenty-five miles [40.23 kilometers] an hour or less, must display either a triangular slow-moving vehicle emblem or a rotating or flashing amber light, as authorized for class B emergency vehicles, whenever traveling along the roadway on any county, state, federal highway, or city street in the state of North Dakota. The emblem or light must be mounted so as to be visible from a distance of not less than five hundred feet [152.4 meters] to the rear. The director shall adopt standards and specifications for the design and position of mounting the slow-moving vehicle emblem and light. The standards and specifications for slow-moving vehicle emblems referred to in this section must correlate with and, so far as possible, conform with those approved by the American society of agricultural engineers. No vehicle, other than those specified in this section, must display a slow-moving vehicle emblem, and its use on any type of stationary object is prohibited. Any person who fails or refuses to comply with the provisions of this section must be assessed a fee of ~~twenty~~ forty dollars for each offense.

**Sec. 24-16-1. – Basic rule.**

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 39-09-01.

*39-09-01. Basic rule.* No person may drive a vehicle at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. Consistent with the foregoing, every person shall drive at a safe and appropriate speed when approaching and crossing an intersection or railroad grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, and when special hazards exist with respect to pedestrians or other traffic or by reason of weather or highway conditions. Any person who drives a vehicle upon a highway or private or public property open to the public for the operation of motor vehicles without heed to the requirements or restrictions of this section has committed careless driving and must be assessed a fee of ~~thirty~~ sixty dollars. Any person who, by reason of careless driving as herein defined, causes and inflicts injury upon the person of an operator of snow removal equipment engaged in snow removal operations or causes damage in excess of one thousand dollars to snow removal equipment engaged in snow removal is guilty of an infraction. As used in this section, “snow removal equipment” means a vehicle that is operated by a person employed by or on behalf of an authority in charge of the maintenance of the highway to perform winter maintenance snow and

ice removal, including plowing, hauling away, salting, and sanding.

By: \_\_\_\_\_  
Tim Helbling, President, Board of  
City Commissioners

Attest:

\_\_\_\_\_  
James Neubauer, City Administrator

First Consideration: December 2, 2019

Second Consideration and Final Passage: December 17, 2019

Publication: January 17, 2020



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 11, 2019  
**SUBMITTING DEPARTMENT:** Building Inspections  
**DEPARTMENT DIRECTOR:** Shawn Ouradnik, Building Official  
**PRESENTER:** Shawn Ouradnik  
**SUBJECT:** Second Consideration and final passage of proposed change to Article 2 Section 111-2-1 of the Mandan Municipal code pertaining to Building Codes.

---

**STATEMENT/PURPOSE:** Updating the Mandan Building code to supplement the adoption of the State Building code on January 1, 2020.

**BACKGROUND/ALTERNATIVES:** In the State Building code, that will be adopted and implemented January 1<sup>st</sup> of 2020, several modifications were made that the Building Inspections Department felt were vital to keep in our code. The modifications are as follows:

- (1) Removing the need for the self-closing self-latching door requirement between an attached garage and a dwelling.
- (2) Window sill height for an emergency escape and rescue opening in the basement of a dwelling from a maximum of 44" to a maximum of 48".
- (3) Eliminating the minimum slope requirements for drainage away from structures.

In addition to the modification on the State level the Building Inspections Department proposes changing the footing and foundation portion of Section 111-2-1 to adopt the State Building code requirements for footings and foundations and adding a requirement for footing on attached decks.

The concerns of this department are echoed by the Mandan Fire Department. These code changes, at the state level were, passed during the voting procedures for code adoption. All of the State Building code changes were contested by additional municipalities other than Mandan but did not receive the required votes to pass.

Board of City Commissioners

Agenda Documentation

Meeting Date: December 17, 2019

Subject: Second Consideration and final passage of proposed change to Article 2 Section 111-2-1 of the Mandan Municipal code pertaining to Building Codes.

Page 2 of 2

---

The amendments to the footings and foundation section are being put in place because they are more consistent with other municipalities and are more in line with current building practices. By placing the requirements into the Mandan Municipal Code we can avoid confusion and be more consistent from during the three year cycle of State Building code adoption increasing safety for our public.

ATTACHMENTS: Code change submission to the state for each change, ordinance for proposed change to the Mandan Municipal Code

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All documents have been reviewed by Attorney Brown.

RECOMMENDATION: We recommend passing the amendments to Article 2 Section 111-2-1of the Mandan Municipal code

SUGGESTED MOTION: I move to amend and reenact Article 2 Section 111-2-1of the Mandan Municipal code as presented.

**ORDINANCE NO. 1331**

An Ordinance to Amend and Re-enact  
Article 2 of the Mandan Code of Ordinances  
Relating to Building Code

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

Article 2 of the Mandan Code of Ordinances is hereby amended and re-enacted to read as follows:

**ARTICLE 2. - BUILDING CODE**

Sec. 111-2-1. - Adoption of code.

There is adopted by reference that certain building code known as the state building code, as developed by the state, as now or hereafter amended. The purpose of the building code is to establish rules and regulations of erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, uses, height, area, and maintenance of buildings and structures. A copy of the current edition of the State Building Code shall be kept on file in the offices of the building official. The State Building Code, adopted by the provisions of this chapter, and all subsequent editions, is amended, changed and altered as follows:

- (1) IRC Section 108.2 Schedule of Permit Fees, is amended by adding the following sentence to the end of the paragraph;

The fees for any building permit, amendments to permits or required inspections shall be established by resolution of the Board of City Commissioners.

- (2) IBC Section 1603.1.3 Roof snow load is amended to insert a minimum snow load design requirement of thirty pounds per square foot.

- ~~(3) Section 1807 Footings and Foundations of the International Building Code, as adopted by the State Building Code, is amended by adding the following requirements relating to Minimum Requirements for Foundations for Stud Bearing Walls (as depicted in the table below), which shall supersede any of the alternate foundation provisions of Section 1807 of the International Building Code. Those provisions of Section 1807 of the International Building Code which conflict with the minimum requirements established herein by the City may apply, provided the building official approves their application due to unique soil conditions or building materials and provides a written statement verifying the applicable section.~~

~~TABLE NO. 1807.1.6.2(1)  
FOUNDATIONS FOR STUD BEARING WALLS  
MINIMUM REQUIREMENTS~~

Number of Stories	Thickness of Foundation Wall (Inches)		Width of Footings (Inches)	Thickness of Footings (Inches)	Depth of Foundation Below Grade (Feet)
	Concrete	Unit Masonry			
1	8	8	16	8	4
2	8	8	16	8	4
3	10	10	18	10	4

-

~~(4)~~ Foundation walls up to four feet high shall be eight inches wide and reinforced with (2) No. 4 rebar.

~~(3)~~~~(5)~~ Foundation walls over four feet high up to 10 feet high shall be reinforced as follows: horizontal rebar—two No. 4 rebar within twelve inches of top of foundation, two No. 4 rebar in the lowest twelve inches of the wall, one No. 4 rebar in the middle one-third of the wall height. Any foundation wall that exceeds 10 foot in height needs plans stamped by an engineer.

~~(4)~~~~(6)~~ All footings shall be constructed in accordance with North Dakota State building code bear on undisturbed soil or engineered fill and be designed to distribute sufficiently the super-imposed loads to the particular type of soil upon which they bear and shall be reinforced with a minimum of (2) No. 4 rebar continuous.

~~(5)~~~~(7)~~ Detached garage foundations may be constructed on concrete slabs, providing such slabs are at least four inches thick and thickened to at least twelve inches at all edges, and such thickened edges having a horizontal width of at least eight inches at their bottom and shall be reinforced with a minimum of (2) No. 4 rebar.

~~(6)~~~~(8)~~ In addition to all other requirements, each building permit shall require that off-street parking areas and the driveways leading from the street thereto shall be graded and drained to dispose of all surface water accumulated within the area and paved with Portland cement, concrete or plant-mixed bituminous surface in accordance with the specifications therefore promulgated by the city engineer.

~~(7)~~~~(9)~~ For determining value of a construction job for purposes of calculating a permit fee, the most current chart from the "International Code Council Building Valuation Data" shall be used with the following additions to the chart:

- a.  $\cup$  Utility: Carports, Decks, Pole Barns, Sheds, Misc. =  $\frac{1}{2}$  value of Utility line.
- b. Crawl Space = \$15.00 per sq. ft.
- c. Finished Basement = \$30.00 per sq. ft.
- d. Single and Two Family second story =  $\frac{1}{2}$  value of main cost per sq. ft.
- e. Manufactured Home:
  - i. New on owned lot - Actual cost of home value.
  - ii. Used - under 10 yrs. old = \$50.00 per sq. ft.
  - iii. Used - over 10 yrs. old = \$25.00 per sq. ft.
  - iv. MH Court - set permit fee by resolution.

(8) Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors, equipped with self-closing self-latching hardware.

(9) Window sill height. Where a window is provided as the emergency escape and rescue opening in the basement of a dwelling, it shall have a sill height of not more than 44 inches above the floor; where the sill height is below grade, it shall be provided with a window well in accordance with the State Building Code requirements. Sill height shall be measured from the finished floor to the bottom of the clear opening. A step, ladder, or other means of reducing the on the interior height of floor directly inside the window cannot be supplemented for the finished floor height.

(10) Drainage. Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. Lots shall be grades to drain surface water from the foundation of any structure at a minimum slope of 6 inches within the first 10 feet.

*Exception: Where lot lines, walls, slopes, or other physical barriers prohibit the 6 inch fall within 10 feet, drains or swales shall be constructed to ensure drainage away from the structure. Impervious surfaces within 10 feet of the building foundation shall be sloped not less than a minimum of 2 percent away from the building.*

(11) Deck Footings. Deck footing shall comply with section R507.3 of the International Residential Code (IRC).

By: \_\_\_\_\_  
President, Board of City Commissioners

Attest:

\_\_\_\_\_  
City Administrator

First Consideration: December 3, 2019

Final Passage: December 17, 2019

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
**SFN 50180 (9/18)**

Name Bruce Taralson		Jurisdiction/Company/Organization City of Fargo	
Signature 		Address 225 4 <sup>th</sup> Street N	
City Fargo		State ND	ZIP Code 58102
Telephone Number 701-241-1561		Email inspections@cityoffargo.com	
Code to be Revised			
<input type="checkbox"/> 2015 International Building Code <input type="checkbox"/> 2018 International Building Code <input type="checkbox"/> 2015 International Residential Code <input checked="" type="checkbox"/> 2018 International Residential Code <input type="checkbox"/> 2015 International Mechanical Code <input type="checkbox"/> 2018 International Mechanical Code <input type="checkbox"/> 2015 International Fuel Gas Code <input type="checkbox"/> 2018 International Fuel Gas Code <input type="checkbox"/> 2015 International Energy Conservation Code <input type="checkbox"/> 2018 International Energy Conservation Code <input type="checkbox"/> Other _____			
Revision of: Section R302.5.1			
Check One and Complete (attach additional pages if necessary)			
<input checked="" type="checkbox"/> Revise as follows: <input type="checkbox"/> Add as follows: <input type="checkbox"/> Delete and substitute as follows: <input type="checkbox"/> Delete			
<p>R302.5.1 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1¾ inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1¾ inches (35 mm) thick, or 20-minute fire-rated doors, <del>equipped with a self-closing device or automatic closing device.</del></p>			
Reason: (attach additional pages if necessary)			
<p>Self-closing doors are more of a nuisance than a safety feature since it is such an easy device to overcome by blocking the door open and is the source of constant complaints from builders and occupants. Add that once closer are defeated a few times they are prone to cease latching which eliminates their effectiveness for fire protection.</p>			
<p><b>SEND TO:</b>  Department of Commerce  Division of Community Service  PO Box 2057  Bismarck, ND 58502-2057  701-665-4496</p>			

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
**SFN 50180 (9/18)**

Name Bruce Taralson	Jurisdiction/Company/Organization City of Fargo	
Signature 	Address 225 4 <sup>th</sup> Street N	
City Fargo	State ND	ZIP Code 58102
Telephone Number 701-241-1561	Email inspections@cityoffargo.com	

Code to be Revised

<input type="checkbox"/> 2015 International Building Code	<input type="checkbox"/> 2018 International Building Code
<input type="checkbox"/> 2015 International Residential Code	<input checked="" type="checkbox"/> 2018 International Residential Code
<input type="checkbox"/> 2015 International Mechanical Code	<input type="checkbox"/> 2018 International Mechanical Code
<input type="checkbox"/> 2015 International Fuel Gas Code	<input type="checkbox"/> 2018 International Fuel Gas Code
<input type="checkbox"/> 2015 International Energy Conservation Code	<input type="checkbox"/> 2018 International Energy Conservation Code
	<input type="checkbox"/> Other _____

Revision of: Section R310.2.3.1

Check One and Complete (attach additional pages if necessary)

Revise as follows:     Add as follows:     Delete and substitute as follows:     Delete

Section R310.2.3.1 is hereby amended to read as follows:

R310.2.3.1 Ladder and steps. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position, or shall be equipped with a permanently-attached platform at least 30 inches by 16 inches. The maximum distance between the top of the window well and a platform shall be 42 inches and shall not impede the operation of the window. Ladders or steps required by this section shall not be required to comply with Sections R311.7 and ~~R311.8~~. Ladders or rungs shall have an inside width of not less than ~~at least~~ 12 inches (305 mm), shall project not less than ~~at least~~ 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well.

Exception: Terraced window wells with a maximum of 24 inches per vertical rise and minimum of 12 inches per horizontal projection on each level shall also be allowed.

Reason: (attach additional pages if necessary)

This is a current State and local amendment that has served its purpose and should be retained. As long as the egress window served is free to move to the completely open position, the allowance contained in this amendment serves well to raise the bottom of the area well to a complying and useable level.

**SEND TO:**

Department of Commerce  
Division of Community Service  
PO Box 2057  
Bismarck, ND 58502-2057  
701-665-4496

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
**SFN 50180 (9/18)**

Name Bruce Taralson		Jurisdiction/Company/Organization City of Fargo	
Signature 		Address 225 4 <sup>th</sup> Street N	
City Fargo		State ND	ZIP Code 58102
Telephone Number 701-241-1561		Email inspections@cityoffargo.com	
Code to be Revised			
<input type="checkbox"/> 2015 International Building Code		<input type="checkbox"/> 2018 International Building Code	
<input type="checkbox"/> 2015 International Residential Code		<input checked="" type="checkbox"/> 2018 International Residential Code	
<input type="checkbox"/> 2015 International Mechanical Code		<input type="checkbox"/> 2018 International Mechanical Code	
<input type="checkbox"/> 2015 International Fuel Gas Code		<input type="checkbox"/> 2018 International Fuel Gas Code	
<input type="checkbox"/> 2015 International Energy Conservation Code		<input type="checkbox"/> 2018 International Energy Conservation Code	
		<input type="checkbox"/> Other _____	
Revision of: Section R401.3			
Check One and Complete (attach additional pages if necessary)			
<input checked="" type="checkbox"/> Revise as follows: <input type="checkbox"/> Add as follows: <input type="checkbox"/> Delete and substitute as follows: <input type="checkbox"/> Delete			
Section R401.3 is hereby amended to read as follows:			
<p>R401.3 Drainage. Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection <del>that does not create a hazard</del>. Lots shall be graded to drain surface water away from foundation walls. <del>The grade shall fall not fewer than</del> a minimum of 6 inches (152mm) <del>within the first 10 feet (3048mm)</del>.</p> <p><del>Exception: Where lot lines, walls, slopes or other physical barriers prohibit 6 inches (152mm) of fall within 10 feet (3048mm), drains or swales shall be constructed to ensure drainage away from the structure. Impervious surfaces within 10 feet (3048mm) of the building foundation shall be sloped not less than a minimum of 2 percent away from the building.</del></p>			
Reason: (attach additional pages if necessary)			
<p>Existing amendment would dramatically simplify drainage requirements and their enforcement. Essentially the simplification takes the code content back to the basic and original intent of moving drainage away the building foundation and excluded all the extraneous site drainage which has very little if any relevance to the buildings construction.</p>			
<p><b>SEND TO:</b>          Department of Commerce          Division of Community Service          PO Box 2057          Bismarck, ND 58502-2057          701-665-4496</p>			

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
**SFN 50180 (9/18)**

Name Bruce Taralson		Jurisdiction/Company/Organization City of Fargo	
Signature 		Address 225 4 <sup>th</sup> Street N	
City Fargo		State ND	ZIP Code 58102
Telephone Number 701-241-1561		Email inspections@cityoffargo.com	
Code to be Revised			
<input type="checkbox"/> 2015 International Building Code		<input type="checkbox"/> 2018 International Building Code	
<input type="checkbox"/> 2015 International Residential Code		<input checked="" type="checkbox"/> 2018 International Residential Code	
<input type="checkbox"/> 2015 International Mechanical Code		<input type="checkbox"/> 2018 International Mechanical Code	
<input type="checkbox"/> 2015 International Fuel Gas Code		<input type="checkbox"/> 2018 International Fuel Gas Code	
<input type="checkbox"/> 2015 International Energy Conservation Code		<input type="checkbox"/> 2018 International Energy Conservation Code	
		<input type="checkbox"/> Other _____	
Revision of: Section R507.3			
Check One and Complete (attach additional pages if necessary)			
<input checked="" type="checkbox"/> Revise as follows: <input type="checkbox"/> Add as follows: <input type="checkbox"/> Delete and substitute as follows: <input type="checkbox"/> Delete			
Section R507.3 is hereby deleted in its entirety.			
Reason: (attach additional pages if necessary)			
To avoid confusion with the amendment made to Section R403.1.4.1, exception 3, Frost Protection.			
<b>SEND TO:</b> Department of Commerce Division of Community Service PO Box 2057 Bismarck, ND 58502-2057 701-665-4496			

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
**SFN 50180 (9/18)**

Name Bruce Taralson		Jurisdiction/Company/Organization City of Fargo	
Signature 		Address 225 4 <sup>th</sup> Street N	
City Fargo		State ND	ZIP Code 58102
Telephone Number 701-241-1561		Email inspections@cityoffargo.com	
Code to be Revised			
<input type="checkbox"/> 2015 International Building Code <input type="checkbox"/> 2015 International Residential Code <input type="checkbox"/> 2015 International Mechanical Code <input type="checkbox"/> 2015 International Fuel Gas Code <input type="checkbox"/> 2015 International Energy Conservation Code		<input type="checkbox"/> 2018 International Building Code <input checked="" type="checkbox"/> 2018 International Residential Code <input type="checkbox"/> 2018 International Mechanical Code <input type="checkbox"/> 2018 International Fuel Gas Code <input type="checkbox"/> 2018 International Energy Conservation Code <input type="checkbox"/> Other _____	
Revision of: Section R507.3.1			
Check One and Complete (attach additional pages if necessary)			
<input type="checkbox"/> Revise as follows: <input type="checkbox"/> Add as follows: <input type="checkbox"/> Delete and substitute as follows: <input checked="" type="checkbox"/> Delete			
Table R507.3.1 is hereby deleted in its entirety.			
Reason: (attach additional pages if necessary)			
Proposed new AMENDMENT. This table is no longer needed if Section 507.3 is deleted.			
<b>SEND TO:</b> Department of Commerce Division of Community Service PO Box 2057 Bismarck, ND 58502-2057 701-665-4496			

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
 SFN 50180 (9/18)

Name James Schmidt		Jurisdiction/Company/Organization North Dakota State Electrical Board	
Signature 		Address 1929 N. Washington St. Ste A-1	
City Bismarck		State ND	ZIP Code 58507-7335
Telephone Number (701) 328-9522		Email jameschmidt@nd.gov	
Code to be Revised			
<input type="checkbox"/> 2015 International Building Code		2018 International Building Code	
<input type="checkbox"/> 2015 International Residential Code		<input checked="" type="checkbox"/> 2018 International Residential Code	
<input type="checkbox"/> 2015 International Mechanical Code		2018 International Mechanical Code	
<input type="checkbox"/> 2015 International Fuel Gas Code		2018 International Fuel Gas Code	
<input type="checkbox"/> 2015 International Energy Conservation Code		2018 International Energy Conservation Code	
		Other <u>2018 International Existing Building Code</u>	
Revision Sections 403.1			
Check One and Complete (attach additional pages if necessary)			
<input checked="" type="checkbox"/> Revise as follows: <input checked="" type="checkbox"/> Add as follows: <input type="checkbox"/> Delete and substitute as follows: <input type="checkbox"/> Delete			
R403.1 General. All exterior walls shall be supported on continuous solid or fully grouted masonry or concrete footings, crushed stone footings, wood foundations, or other approved structural systems that shall be of sufficient design to accommodate all loads according to Section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character of the soil. Footings shall be supported on undisturbed natural soils or engineered fill and shall include a concrete encased contiguous rebar stubbed out near the electrical service for grounding of the electrical system as per the requirements of the most recently adopted version of North Dakota State Electrical Board's Laws, Rules and Wiring Standards. Coordinate with the electrical contractor 			
Reason: (attach additional pages if necessary)			
This amendment clarifies references to applicable electrical codes and wiring standards for grounding requirements which are adopted by the North Dakota State Electrical Board.			
<b>SEND TO:</b> Department of Commerce Division of Community Service PO Box 2057 Bismarck, ND 58502-2057 (701) 665-4496			

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
 SFN 50180 (9/18)

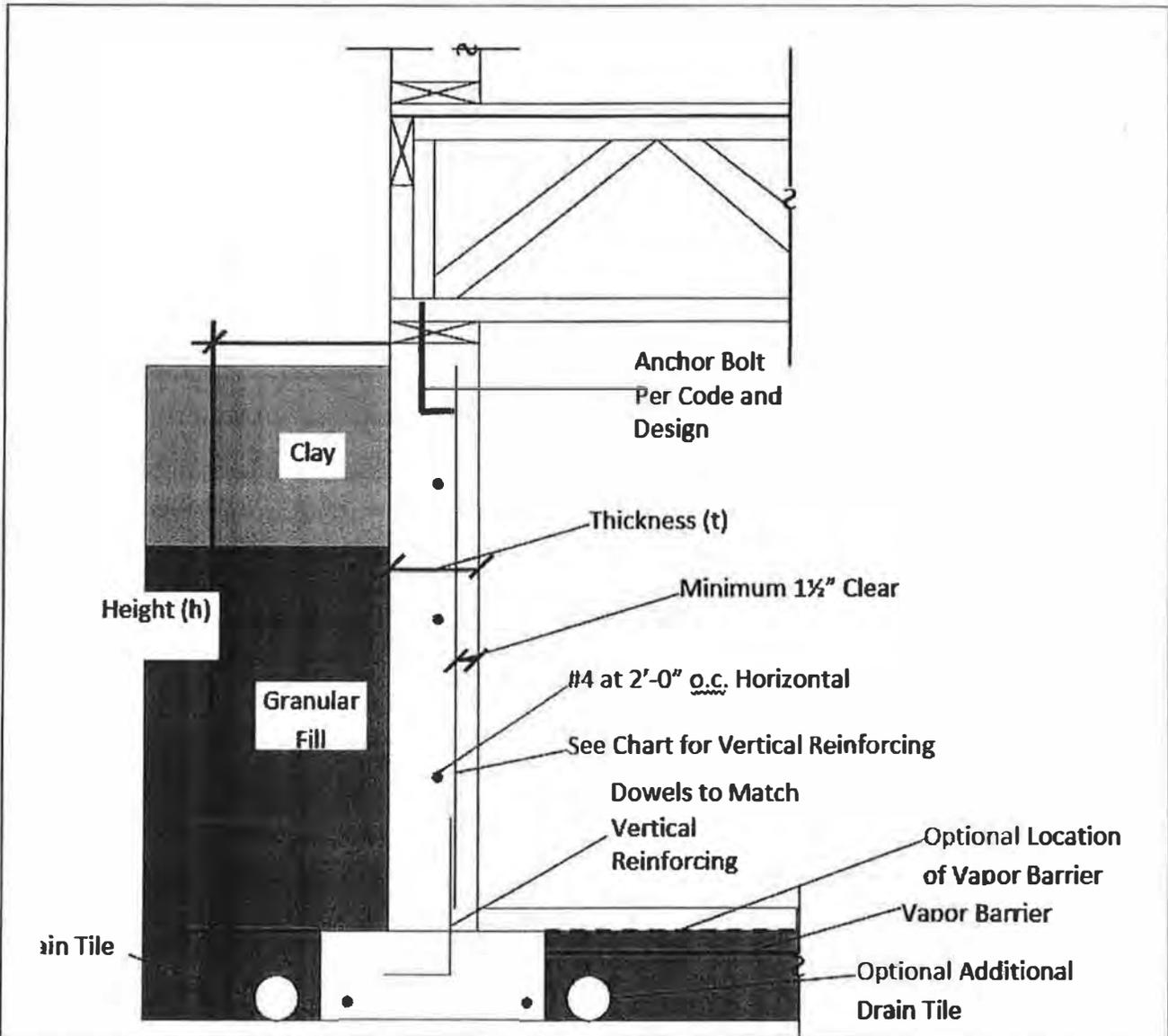
Name Bruce Taralson		Jurisdiction/Company/Organization City of Fargo	
Signature 		Address 225 4 <sup>th</sup> Street N	
City Fargo		State ND	ZIP Code 58102
Telephone Number 701-241-1561		Email inspections@cityoffargo.com	
Code to be Revised			
<input type="checkbox"/> 2015 International Building Code		<input type="checkbox"/> 2018 International Building Code	
<input type="checkbox"/> 2015 International Residential Code		<input checked="" type="checkbox"/> 2018 International Residential Code	
<input type="checkbox"/> 2015 International Mechanical Code		<input type="checkbox"/> 2018 International Mechanical Code	
<input type="checkbox"/> 2015 International Fuel Gas Code		<input type="checkbox"/> 2018 International Fuel Gas Code	
<input type="checkbox"/> 2015 International Energy Conservation Code		<input type="checkbox"/> 2018 International Energy Conservation Code	
		<input type="checkbox"/> Other _____	
Revision of: Section R403.1.4.1			
Check One and Complete (attach additional pages if necessary)			
<input checked="" type="checkbox"/> Revise as follows: <input type="checkbox"/> Add as follows: <input type="checkbox"/> Delete and substitute as follows: <input type="checkbox"/> Delete			
Section R403.1.4.1, Exceptions 1, 2 and 3, are hereby amended to read as follows:			
<p>R403.1.4.1 Frost protection        ***        Exceptions:</p> <ol style="list-style-type: none"> <li>1. Protection of freestanding accessory structures <del>with an area of 600 square feet (56 m<sup>2</sup>) or less, of light-frame construction, with an eave height of 10 feet (3048 mm) or less</del> shall not be required.</li> <li>2. Protection of freestanding, accessory structures with an area of 400 square feet (37 m<sup>2</sup>) or less, of other than light-frame construction, <del>with an eave height of 10 feet (3048 mm) or less</del> shall not be required.</li> </ol> <p>Decks not supported by a dwelling need not be provided with footings that extend below the frost line.</p>			
Reason: (attach additional pages if necessary)			
<p>This is an existing amendment in the state code that should be retained as it has served us all well and recognizes commonly acceptable structures constructed without frost-protected foundation systems which have proven themselves serviceable without such foundation systems.</p>			
<p><b>SEND TO:</b>          Department of Commerce          Division of Community Service          PO Box 2057          Bismarck, ND 58502-2057          701-665-4496</p>			

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
 SFN 50100 (9/16)

Name James Schmidt		Jurisdiction/Company/Organization North State Electrical Board	
Signature 		Address PO Box 7335	
City Bismarck		State ND	ZIP Code 58507
Telephone Number (701) 328-9522		Email jameschmidt@nd.gov	
Code to be Revised			
<input type="checkbox"/> 2015 International Building Code		<input type="checkbox"/> 2018 International Building Code	
<input type="checkbox"/> 2015 International Residential Code		<input checked="" type="checkbox"/> 2018 International Residential Code	
<input type="checkbox"/> 2015 International Mechanical Code		<input type="checkbox"/> 2018 International Mechanical Code	
<input type="checkbox"/> 2015 International Fuel Gas Code		<input type="checkbox"/> 2018 International Fuel Gas Code	
<input type="checkbox"/> 2015 International Energy Conservation Code		<input type="checkbox"/> 2018 International Energy Conservation Code	
		<input type="checkbox"/> Other _____	
Revision R404.1			
Check One and Complete (attach additional pages if necessary)			
<input type="checkbox"/> Revise as follows: <input type="checkbox"/> Add as follows: <input type="checkbox"/> Delete and substitute as follows: <input type="checkbox"/> Delete			
R404.1 Concrete and masonry foundation walls. Concrete foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.3. Masonry foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.2. There shall be a concrete encased contiguous rebar stubbed out near the electrical service for grounding of the electrical system as per the requirements of the most recently adopted version of North Dakota State Electrical Board's Laws, Rules and Wiring Standards. Coordinate with the electrical contractor.			
Reason: (attach additional pages if necessary)			
<b>SEND TO:</b> Department of Commerce Division of Community Service PO Box 2057 Bismarck, ND 58502-2057 (701) 665-4496			

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
 SFN 50180 (9/18)

Name Bruce Taralson		Jurisdiction/Company/Organization City of Fargo	
Signature 		Address 225 4 <sup>th</sup> Street N	
City Fargo		State ND	ZIP Code 58102
Telephone Number 701-241-1561		Email inspections@cityoffargo.com	
Code to be Revised			
<input type="checkbox"/> 2015 International Building Code <input type="checkbox"/> 2018 International Building Code <input type="checkbox"/> 2015 International Residential Code <input checked="" type="checkbox"/> 2018 International Residential Code <input type="checkbox"/> 2015 International Mechanical Code <input type="checkbox"/> 2018 International Mechanical Code <input type="checkbox"/> 2015 International Fuel Gas Code <input type="checkbox"/> 2018 International Fuel Gas Code <input type="checkbox"/> 2015 International Energy Conservation Code <input type="checkbox"/> 2018 International Energy Conservation Code <input type="checkbox"/> Other _____			
Revision of: Figure R404.1.2(1)			
Check One and Complete (attach additional pages if necessary)			
<input checked="" type="checkbox"/> Revise as follows: <input type="checkbox"/> Add as follows: <input type="checkbox"/> Delete and substitute as follows: <input type="checkbox"/> Delete			
Figure R404.1.2(1) is adopted as shown: FIGURE R404.1.2(1)			



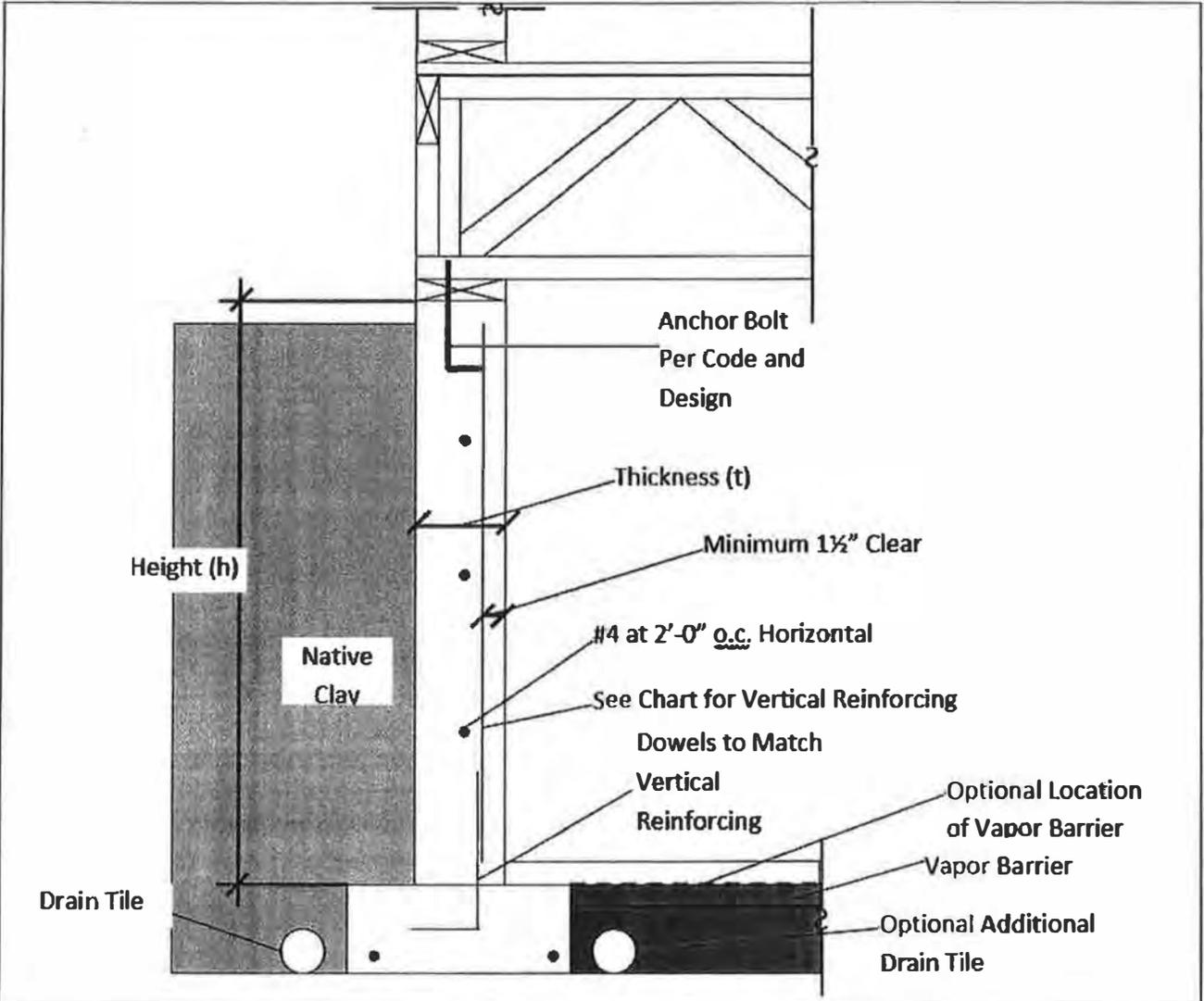
Reason: (attach additional pages if necessary)

This figure is referenced in conjunction with the concrete foundation reinforcing tables that were adopted long ago with the intent simplifying the tables in the code and allowing different sizes of rebar than those specified by the code.

**SEND TO:**  
 Department of Commerce  
 Division of Community Service  
 PO Box 2057  
 Bismarck, ND 58502-2057  
 701-665-4496

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
 SFN 50180 (9/18)

Name Bruce Taralson		Jurisdiction/Company/Organization City of Fargo	
Signature 		Address 225 4 <sup>th</sup> Street N	
City Fargo		State ND	ZIP Code 58102
Telephone Number 701-241-1561		Email inspections@cityoffargo.com	
Code to be Revised			
<input type="checkbox"/> 2015 International Building Code <input type="checkbox"/> 2018 International Building Code <input type="checkbox"/> 2015 International Residential Code <input checked="" type="checkbox"/> 2018 International Residential Code <input type="checkbox"/> 2015 International Mechanical Code <input type="checkbox"/> 2018 International Mechanical Code <input type="checkbox"/> 2015 International Fuel Gas Code <input type="checkbox"/> 2018 International Fuel Gas Code <input type="checkbox"/> 2015 International Energy Conservation Code <input type="checkbox"/> 2018 International Energy Conservation Code <input type="checkbox"/> Other _____			
Revision of: Figure R404.1.2(2)			
Check One and Complete (attach additional pages if necessary)			
<input checked="" type="checkbox"/> Revise as follows: <input type="checkbox"/> Add as follows: <input type="checkbox"/> Delete and substitute as follows: <input type="checkbox"/> Delete			
Figure R404.1.2(2) is adopted as shown: FIGURE R404.1.2(2)			



Reason: (attach additional pages if necessary)

This figure is referenced in conjunction with the concrete foundation reinforcing tables that were adopted long ago with the intent simplifying the tables in the code and allowing different sizes of rebar than those specified by the code.

**SEND TO:**  
 Department of Commerce  
 Division of Community Service  
 PO Box 2057  
 Bismarck, ND 58502-2057  
 701-665-4496

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
**SFN 50180 (9/18)**

Name Bruce Taralson	Jurisdiction/Company/Organization City of Fargo	
Signature 	Address 225 4 <sup>th</sup> Street N	
City Fargo	State ND	ZIP Code 58102
Telephone Number 701-241-1561	Email inspections@cityoffargo.com	

Code to be Revised

<input type="checkbox"/> 2015 International Building Code	<input type="checkbox"/> 2018 International Building Code
<input type="checkbox"/> 2015 International Residential Code	<input checked="" type="checkbox"/> 2018 International Residential Code
<input type="checkbox"/> 2015 International Mechanical Code	<input type="checkbox"/> 2018 International Mechanical Code
<input type="checkbox"/> 2015 International Fuel Gas Code	<input type="checkbox"/> 2018 International Fuel Gas Code
<input type="checkbox"/> 2015 International Energy Conservation Code	<input type="checkbox"/> 2018 International Energy Conservation Code
	<input type="checkbox"/> Other _____

Revision of: Table R404.1.2(10)

Check One and Complete (attach additional pages if necessary)

Revise as follows:     Add as follows:     Delete and substitute as follows:     Delete

Table R404.1.2(10) is hereby adopted as follows:

Table R404.1.2(10)  
 Foundation Wall Reinforcing  
 Active Pressure = 45pcf

Minimum Reinforcement for Concrete		
Foundation Walls		
Wall Height (h) feet	Wall Thickness (t) inches	Vertical Reinforcing
8	8	#4 @ 24" o.c. #5 @ 40" o.c.
	10	#4 @ 30" o.c. #5 @ 50" o.c.
9	8	#4 @ 18" o.c.

		#5 @ 28" o.c.
	10	#4 @ 24" o.c. #5 @ 36" o.c.
10	10	#4 @ 16" o.c. #5 @ 26" o.c.

**Notes:**

1. Chart is based on an active soil pressure of 45 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength  $F_c^1 = 3,000$  pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

Reason: (attach additional pages if necessary)

These concrete foundation reinforcing tables were adopted long ago with the intent simplifying the tables in the code and allowing different sizes of rebar than those specified by the code.

**SEND TO:**  
 Department of Commerce  
 Division of Community Service  
 PO Box 2057  
 Bismarck, ND 58502-2057  
 701-665-4496

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
**SFN 50180 (9/18)**

Name Bruce Taralson		Jurisdiction/Company/Organization City of Fargo	
Signature 		Address 225 4 <sup>th</sup> Street N	
City Fargo		State ND	ZIP Code 58102
Telephone Number 701-241-1561		Email inspections@cityoffargo.com	

Code to be Revised

<input type="checkbox"/> 2015 International Building Code	<input type="checkbox"/> 2018 International Building Code
<input type="checkbox"/> 2015 International Residential Code	<input checked="" type="checkbox"/> 2018 International Residential Code
<input type="checkbox"/> 2015 International Mechanical Code	<input type="checkbox"/> 2018 International Mechanical Code
<input type="checkbox"/> 2015 International Fuel Gas Code	<input type="checkbox"/> 2018 International Fuel Gas Code
<input type="checkbox"/> 2015 International Energy Conservation Code	<input type="checkbox"/> 2018 International Energy Conservation Code
	<input type="checkbox"/> Other _____

Revision of: Table R404.1.2(11)

Check One and Complete (attach additional pages if necessary)

Revise as follows:     Add as follows:     Delete and substitute as follows:     Delete

Table R404.1.2(11) is hereby adopted as follows:

Table R404.1.2(11) Foundation Wall Reinforcing  
Active Pressure = 65 pcf

Minimum Reinforcement for Concrete		
Foundation Walls		
Wall Height (h) Feet	Wall Thickness (t) inches	Vertical Reinforcing
8	8	#4 @ 18" o.c. #5 @ 26" o.c. #6 @ 40" o.c.
	10	#4 @ 24" o.c. #5 @ 36" o.c. #6 @ 52" o.c.

	9	8	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 26" o.c.
		10	#4 @ 16" o.c. #5 @ 24" o.c. #6 @ 36" o.c.
	10	10	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 24" o.c.

Notes:

1. Chart is based on an active soil pressure of 65 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength  $F_c' = 3,000$  pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

Reason: (attach additional pages if necessary)

These concrete foundation reinforcing tables were adopted long ago with the intent simplifying the tables in the code and allowing different sizes of rebar than those specified by the code.

**SEND TO:**  
 Department of Commerce  
 Division of Community Service  
 PO Box 2057  
 Bismarck, ND 58502-2057  
 701-665-4496

**CODE AMENDMENT SUBMITTAL**  
**ND DIVISION OF COMMUNITY SERVICES**  
 SFN 50180 (9/18)

Name Bruce Taralson	Jurisdiction/Company/Organization City of Fargo	
Signature 	Address 225 4 <sup>th</sup> Street N	
City Fargo	State ND	ZIP Code 58102
Telephone Number 701-241-1561	Email inspections@cityoffargo.com	

Code to be Revised

<input type="checkbox"/> 2015 International Building Code	<input type="checkbox"/> 2018 International Building Code
<input type="checkbox"/> 2015 International Residential Code	<input checked="" type="checkbox"/> 2018 International Residential Code
<input type="checkbox"/> 2015 International Mechanical Code	<input type="checkbox"/> 2018 International Mechanical Code
<input type="checkbox"/> 2015 International Fuel Gas Code	<input type="checkbox"/> 2018 International Fuel Gas Code
<input type="checkbox"/> 2015 International Energy Conservation Code	<input type="checkbox"/> 2018 International Energy Conservation Code
	<input type="checkbox"/> Other _____

Revision of: Section R404.1.3.2

Check One and Complete (attach additional pages if necessary)

Revise as follows:     Add as follows:     Delete and substitute as follows:     Delete

Section R404.1.3.2 is hereby amended to read as follows:

R404.1.3.2 Reinforcement for foundation walls. Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be provided in accordance with Table R404.1.2(1). Vertical reinforcement shall be provided in accordance with Table R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2(5), R404.1.2(6), R404.1.2(7), ~~or R404.1.2(8)~~, or Table R404.1.2(10) and Figure R404.1.2(1) or Table R404.1.2(11) and R404.1.2(2). Vertical reinforcement for flat basement walls retaining 4 feet (1219 mm) or more of unbalanced backfill is permitted to be determined in accordance with Table R404.1.2(9). For basement walls supporting above-grade concrete walls, vertical reinforcement shall be the greater of that required by Tables R404.1.2(2) through R404.1.2(8) or by Section R608+1.6 for the above-grade wall. In Buildings assigned to Seismic Design Category D<sub>0</sub>, D<sub>1</sub>, or D<sub>2</sub>, concrete foundation walls shall also comply with Section R404.1.4.2.

Reason: (attach additional pages if necessary)

This is an existing amendment in the state code that refers to the Heyer concrete reinforcing tables and figures that have been used by many contractors as a simpler alternative to the tables in the code.

**SEND TO:**  
 Department of Commerce  
 Division of Community Service  
 PO Box 2057  
 Bismarck, ND 58502-2057  
 701-665-4496



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** December 17, 2019  
**PREPARATION DATE:** December 13, 2019  
**SUBMITTING DEPARTMENT:** Police  
**DEPARTMENT DIRECTOR:** Chief Jason Ziegler  
**PRESENTER:** Chief Jason Ziegler  
**SUBJECT:** Introduction and First Consideration of Ordinance 1332 to Amend and Re-enact the Mandan Code of Ordinances Relating to Criminal Trespass

---

**STATEMENT/PURPOSE:** Consider Introduction and First Consideration of Ordinance 1332 to Amend and Re-enact the Mandan Code of Ordinances Relating to Criminal Trespass.

**BACKGROUND/ALTERNATIVES:** The North Dakota Legislature in 2019 made changes to Sec 18-4-7 of the North Dakota Century Code relating to Criminal Trespass. Ordinance 1302 will bring the Mandan Code of Ordinances in compliance with these changes in ND Century Code.

**ATTACHMENTS:** Ordinance 1332 to Amend and Re-enact the Mandan Code of Ordinances Relating to Criminal Trespass.

**FISCAL IMPACT:** N/A

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** Ordinance 1332 was drafted by the City Attorney.

**RECOMMENDATION:** Recommend approval of the Introduction and First Consideration of Ordinance 1332 to Amend and Re-enact the Mandan Code of Ordinances Relating to Criminal Trespass.

**SUGGESTED MOTION:** Move to approve the Introduction and First Consideration of Ordinance 1332 to Amend and Re-enact the Mandan Code of Ordinances Relating to Criminal Trespass.

## **ORDINANCE NO. 132**

An Ordinance to Amend and Re-enact  
Section 18-4-7 (3), (4), (5) and (6)  
Criminal Trespass  
of the Mandan Code of Ordinances

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

### **Sec. 18-4-7. Criminal Trespass**

Citations issued into municipal court under this section are for a violation of N.D.C.C. § 12.1-22-03.

3.
  - a. An individual is guilty of a class B misdemeanor if, knowing that that individual is not licensed or privileged to do so, the individual enters or remains in any place as to which notice against trespass is given by actual communication to the actor by the individual in charge of the premises or other authorized individual or by posting in a manner reasonably likely to come to the attention of intruders. The name of the person posting the premises must appear on each sign in legible characters.
  - b. Even if the conduct of the owner, tenant, or individual authorized by the owner varies from the provisions of subdivision a, an individual may be found guilty of violating subdivision a if the owner, tenant, or individual authorized by the owner substantially complied with subdivision a and notice against trespass is clear from the circumstances.
  - c. An individual who violates this subsection is guilty of a class A misdemeanor for the second or subsequent offense within a two-year period.
4.
  - a. An individual, knowing the individual is not licensed or privileged to do so, may not enter or remain in a place as to which notice against trespass is given by posting in a manner reasonably likely to come to the attention of intruders. A violation of this subdivision is a non-criminal offense.
  - b. A peace officer shall cite an individual who violates subdivision a with a fine of two hundred fifty dollars for each violation.

c. The peace officer citing the individual shall:

(1) Take the name and address of the individual; and

(2) Notify the individual of the right to request a hearing if posting bond by mail.

d. The peace officer may not take the individual into custody or require the individual to proceed with the peace officer to any other location for the purpose of posting bond. The officer shall provide the individual with an envelope for use in mailing the bond.

e. An individual cited may appear before the designated official and pay the statutory fine for the violation at or before the time scheduled for hearing.

f. If the individual has posted bond, the individual may forfeit bond by not appearing at the designated time.

g. If the individual posts bond by mail, the bond must be submitted within fourteen days of the date of the citation and the individual cited shall indicate on the envelope or citation whether a hearing is requested. If the individual does not request a hearing within fourteen days of the date of the citation, the bond is deemed forfeited and the individual is deemed to have admitted to the violation and to have waived the right to a hearing on the issue of commission of the violation. If the individual requests a hearing, the court for the county in which the citation is issued shall issue a summons to the individual requesting the hearing notifying the individual of the date of the hearing before the designated official.

h. Upon appearing at the hearing scheduled in the citation or otherwise scheduled at the individual's request, the individual may make a statement in explanation of the individual's action. The official may at that time waive or suspend the statutory fine or bond.

i. A citing peace officer may not receive the statutory fine or bond.

j. The bond required to secure appearance before the judge must be identical to the statutory fine established in subdivision b.

2. An individual is guilty of a class B misdemeanor if that individual remains upon the property of another after being requested to leave the property by a duly authorized individual. An individual who violates this subsection is guilty of a class A misdemeanor for the second or subsequent offense within a two-year period.

6. This section does not apply to a peace officer in the course of discharging the peace officer's official duties.

By: \_\_\_\_\_  
Tim Helbling, President  
Board of City Commissioners

Attest:

\_\_\_\_\_  
James Neubauer, City Administrator

First Consideration: \_\_\_\_\_

Second Consideration and Final Passage: \_\_\_\_\_

Publication: \_\_