



AGENDA
MANDAN CITY COMMISSION
JANUARY 22, 2019
ED "BOSH" FROELICH MEETING ROOM,
MANDAN CITY HALL
5:00 P.M.
www.cityofmandan.com

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- A. ROLL CALL:
1. Roll call of all City Commissioners
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the minutes from the January 8, 2019 Board of City Commission Regular meeting
- D. PUBLIC HEARING:
- E. BIDS:
- F. CONSENT AGENDA:
1. Consider approval of monthly bills.
 2. Consider request to pay annual leave.
 3. Consider abatement of 2018 assessments for former Thrifty White and Central Market properties.
 4. Consider prorated abatements of 2017 assessments for former Thrift White and Central Market properties.
 5. Consider Abatements
 - i. 2017 & 2018 Abatements Maria L Higgins
 - ii. 2017 & 2018 Abatements The Ridge Motel Corporation
 6. Consider amendment to Engineering Service Agreement with Moore Engineering for final design and bidding of the Southside Street Improvement District project.
 7. Consider approval of minor plat of Replat of Lots 19 Block 1 & 2-4 Block 6, Macedonia Hills 1st Addition (Refer to RESOLUTIONS AND ORDINANCES Item #1)
 8. Consider approval of a transfer of a Class F Beer License due to an ownership/acquisition for Taylor Made BBQ LLC to Laughing Sun Brewing Company LLC.
 9. Consider agreement with the Federal DEA to have an officer already assigned to the Metro Area Narcotic Task force become a part of the DEA Task Force.
- G. OLD BUSINESS:
1. Consider approval of Cost Participation and Maintenance Agreement for I-94 resurfacing project.

Agenda
Mandan City Commission
January 22, 2019
Page 2 of 2

H. NEW BUSINESS:

1. NDDOT presentation and potential comment for increase load limit for segment of 1806.
2. Consider approval of Decision Document for 1806 North reconstruction project.
3. Consider moratorium of mural permit applications
4. Consider approval of new Class F liquor license for the Rice Bowl LLC at 609 West Main Street, Suite 2.
5. Consider approval of a new Class MP Liquor license for Taylor Made BBQ LLC at 316 West Main Street.
6. Legislative Update

I. RESOLUTIONS AND ORDINANCES:

1. Second and final consideration of Ordinance 1305 related to the annexation/zone change surrounding a correction to a portion of Macedonia Hills 1st Addition. Includes Minor Plat (See CONSENT AGENDA #7)

J. OTHER BUSINESS:

K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. February 5, 2019
2. February 19, 2019
3. March 5, 2019

ADJOURN

The Mandan City Commission met in regular session at 5:30 p.m. on January 8, 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 and Commissioners present were Braun, Davis, Larson and Rohr. Department Heads present were Finance Director Welch, City Administrator Neubauer, Fire Chief Nardello, Building Official Ouradnik, Director of Public Works Bitz, Business Development and Communications Director Huber, Planning & Engineering Director Froseth, Planner Van Dyke, Assessor Markley, Police Chief Ziegler and Assistant City Attorney Oster. Absent: Commissioner Davis, Attorney Brown.

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the December 18, 2018 Board of City Commission Regular Meeting.* Commissioner Braun moved to approve the minutes as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent. Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

1. *Public hearing and consideration of sufficiency of protests for Southside Street Improvement District. (See Resolution and Ordinances #1).* Justin Froseth, Planning and Engineering Director presented a request to move forward with the resolution determining insufficiency of protest for the Southside Street Improvement District. At the meeting held on December 4, 2018 the City Commission approved the resolution creating the district, approved the engineer’s report, approved the feasibility report and approved the resolution of necessity for this project. The Resolution of Necessity was published in the Mandan News on December 7 & 14, 2018 and notification letters were sent out to the property owners within the district. The 30 day protest period started on December 7, 2018 and ended on January 7, 2019. At the December 18, 2018 City Commission meeting a motion was approved to commit \$1.5 million out of the Sales Tax Fund and spread it over the 20 year term of the bond for this project. If the Prairie Dog Fund is passed by the legislature in the 2019 session, the City Commission may consider using those funds instead of the Sales Tax Fund for project funding assistance.

At the conclusion of the protest period, 12.81% of the assessment district area was protested. In order to determine sufficiency of protests, state law mandates that consideration be given to the percentage of the area that protests within the entire area of the district. There is public property in this district owned by the Parks District. If you take the Parks, Schools, City, lower heart and state property out, then the protest district is at 35% of protest. On a map prepared by Director Froseth he outlined the protested properties. If the City Commission finds the protests are insufficient and elects to move forward with the project, staff would work on final drawings and advertise the project for bid the 2019 construction season.

Director Froseth further explained that if the City Commission decides not to move forward with this project, the Engineering Department believes the primary options are (1) To revise the scope and bring back at a future meeting with another resolution of necessity that changes the general nature. This would result in at least a six week delay; (2) To abandon the project idea altogether.

If this project moves forward, the Engineering Department and the consultant will work to bring cost down through the final design process which do not change the general nature of the project. Examples of this include reduce the storm pipe sizes or overland flow storm water where feasible. The design stands at 30% to this point. The request before the City Commission is to determine the insufficiency of protests and move forward with the project.

Mayor Helbling commented that Director Froseth provided the necessary explanation of this project. As stated, at the December 2018 City Commission Meeting the Commissioners agreed to commit \$1.5 million toward this project. The concern would be that if the project is dropped, that would only add thousands of dollars in the future to bring it back again. He recommended that the Commission determine the insufficiency of protest and approve the project to move forward and to get bids for the project. After the project is bid, it may be necessary to hold another public meeting so everyone is informed of what the bids are and if they are much higher than the project estimated cost, the project may have to be scrapped. He recommended the project move forward.

Mayor Helbling announced this is a public hearing and opened the floor for questions or comments for or against the sufficiency of protests for Southside Street Improvement District. (See Resolution and Ordinances #1). He requested anyone coming forward to sign their name on the sheet at the podium and to spell their last name.

DeNae Kautzmann, came forward. She stated her family owns three properties in the special assessment district. She said when she received the letter and the map, to her, it was nothing more than a rouse. Her perception was that the city stated what they were going to do and if she wished to protest it, it would go through the process, but it's not going to matter. And the reason that it doesn't matter is because that over 50% of the property is owned by the government. It's owned by the City, the Park District and the School District. There is no way, under the statute the other property owners could get a majority to protest and stop this from proceeding. There may have been some individuals who said to forget it and they didn't want to go through the process, however, she filed a protest. From her view, what the city has done, is abrogated her ability to protest this property under the statute. Regarding, the 54% of the property owned by the Park District: What is that property being used for? It's being used for recreation. Baseball, softball, golf, parks, an ice hockey rink, football field and tennis courts. There are many people using the roadways for those events. She believes improvements need to be made, but for this neighborhood to shoulder the cost of this project is unconscionable. She believes it should be a city-wide assessment.

Mayor Helbling commented that if the public portion of the property were taken out, there would be 35% left. He said that state law was followed. By having 54% of the public property within that area, it would be spread city-wide. Burlington Northern is paying a huge amount for this project. Any assessments to the city or park district will go to this project. Sales Tax fund will

provide \$1.5 million for the project. A map was created to show the area affected. A public input meeting was held in December. And another public hearing may be held. The City Commission is trying to complete a project to make the community better.

Richard Leingang came forward to speak. He said he was part of the group to get the protest going. His understanding of the Century Code is that if 50% or more of the people protest, the project would be cancelled. Yesterday, he went to the Special Meeting at the Park Board, he said we were at the 50%. The motion that was made at the Park Board meeting yesterday was 4-1, they were going to stay neutral and they were going to send a letter of recommendation to the City Commissioners highly listening to what the people have to say. The Park Service is going to sit out, so it's the people. The numbers were there yesterday but tonight there are percentages. He said he was following the state code, and he did not read anything about percentages. It talked about the people. If 50 or more percent of the people protest it, the project gets cancelled. The chart (on the screen) shows 35%. Yesterday's chart showed 20% of the property down there is owned by the individuals. There was 11%. That was on the percentage chart yesterday. Now tonight, square footage is being factored in. What formula is being used? He commented that 20% of the people are getting the \$7 million project assessed to them. He said he is confused.

Mayor Helbling commented that under state law 54% of the square footage area would be a viable protest. So if you take the total area and 54% of the square footage in that area, is protest in that area, the project goes away. The City said that if you take the public lands out of that, it would be 35% of the people protesting.

Mayor Helbling stated that the project can be cancelled. He asked what Mr. Leingang would he would like to do next. Mr. Leingang inquired what the rush is to push this project through. Mayor Helbling stated that the water and sewer lines that were put in many years ago and the streets are in disrepair. Mr. Leingang stated that according to the numbers, this project should be cancelled. The people have spoken and the project should be cancelled in his opinion. This project should be shut down and Plan B should be looked at. And when that is done, maybe some of the people should give advice.

Mayor Helbling stated that the cost of the roads and the streets that need to be re-done is more than likely not going to change and is likely to increase because there will be additional engineering costs and staff time and expenses incurred for public notices. The people have spoken and 12.81% of the square footage area protested this out. If you take away the public lands that number is 35%. It is not over 50%, it's 35%. That is the people, that's no public parcel. Still, that's only 35% of the people without the public land. Mr. Leingang stated that when this project goes through and these people get their bill in a couple years and you have a whole section of Mandan that is upset.

Director Froseth clarified language from the Century Code that speaks to the protest process: "If the governing body finds the protest to contain the names of the owners of a majority of the area of the property included within the improvement district the protest shall be a bar against proceeding with any special assessment for the improvement project."

Jerome Johnson said he agrees with Mr. Leingang and does not know what the hurry is with this project. The map has a lot more colors on it than not colored on the residential part. He said he was one of the individuals that helped collect the petitions. He would like to delay the project and know who colored the spots on the map.

Director Froseth stated that the Engineering office counted the protests and then put together a spreadsheet, and his office created the map for display at this meeting. The resident inquired if someone else could come in and show what was done. He requested the numbers be verified. Mayor Helbling stated that it is public record and anyone can review the information and they can call the Engineering Department for information.

Director Froseth stated that his office staff is the only ones who have reviewed the maps. He explained there is a lot of public property and this project does give them a lot of protest power. They have to be included in the District. The golf course is a large portion of the district. They will benefit from the project and they will be assessed accordingly.

Harriet McClelland came forward to speak. She said that she thinks everyone wants to have improved property but the cost is extremely high. The division of the burden between the City and the Park Board and the residents seems to be unequal given the slightly below average income of this area of the city. These residents have always paid their fair share of property taxes. This will be a heavy tax if added to the property tax. The pipes and such should go on the commercial land and should be exclusive burden of the city. Mayor Helbling commented that this property is one of four parcels that need to be reviewed. He explained that shifting the burden on the other parts of the city is not a fair option because when it comes time for those streets to be reconstructed. He said that the entire City will be assessed for the Park District, the golf course and the ball diamond areas.

John Gartner came forward and commented that both his taxes and what will be assessed to all residents in the city, will affect him. He suggested cutting out anything extra and scale back to only what is needed.

Mel Miller came forward with a question. He said that he understood that 35% of the people are getting assessed. Are the other 65% wanting it or are you just assuming it? Mayor Helbling replied that he is assuming it because they did not protest it. He stated that the City is following the law and the procedures that are in place for a project like this.

John Gartner returned to the podium and referred to the homes on the map, indicating the ones that are for sale and those that are apartments and those residents that did not protest. He said he moved to his home 3 years ago and would not have purchased the house if he knew this was coming down. Mayor Helbling explained that a plan should have been put in place years ago so the city would not get into this position.

Unidentified male (maybe Gary Marchus): said that he came to speak because his family owns three properties in that area but he is not a resident in that area. He agrees with the others that the costs are excessive and he thinks the costs should be explained to the residents and why they are responsible for those costs as opposed to the rest of the city. He believes the map is false.

He owns property in the northeast part of Mandan and over the last three years the property taxes have more than doubled (went up 120%) due to specials. He printed a pie-chart of the city website and pointed out that the school district is at 15% and the specials at that location are 60% for the specials implemented on the house. He said his house is not an expensive home. As a business owner in the city, he believes the tax situation is more detrimental to residents. He encouraged the city to come up with alternate Plan B or C.

Director Froseth came forward and explained there are different ways of calculating protests. For this protest, there were 135 out of 304 parcels protested and that equals 44.4% and that is ignoring the size or how much dollars is going to it. It is how many parcels by count not active built on property and that is consistent with policy and with other city's policies structure for special assessments.

Harriet McClelland came forward again and inquired how much load is the School District carrying?

Director Froseth replied that the School District's estimated notice was \$377,000.

Jan Fasching came forward to and inquired what if the project comes back in 20% higher than what is estimated? That will change the figures. What is the City looking at if it comes in 15-20% above, who will have to pay the other 20%? He thinks the sooner the project gets bid, the better.

Director Froseth said the City is looking at a bid date in the spring 2019 (April). Mayor Helbling recommended moving the bid forward and see where the bids come in and if they are higher than estimated - another review of the project will need to be done. Director Froseth clarified that is assuming it goes forward tonight. If not, the schedule will change. The recommendation is to get the bids and have another public meeting to inform residents.

Keith Knoll came forward. He inquired as to what will happen with the rental units in that area if their rent increases due to the taxes. People will move out and the buildings will sit abandoned. He believes there are other options to consider and he does not think storm sewers are not needed for the ballpark and golf course. If they own 54% of the property, why aren't they paying 54% of the bill? Mayor Helbling replied the City has committed to looking at the storm sewers. He explained the Park District and School District are separate entities from the City Commission. He encouraged residents to go to the Park District and School District and ask them questions.

Director Froseth clarified that each parcel of property is being assessed so if a resident owns three parcels, all three parcels are being assessed individually to property owners.

Tom Tokach came forward to speak. He said both sides of the street are in total disrepair and need to be fixed. Based on the due process, he understands the Prairie Dog will give residents a 20% reduction... Mayor Helbling clarified that there are Sales Tax Fund dollars that are guaranteed to go towards this project. He inquired as to when the "new estimate figures" of the parcels will be available?

Mayor Helbling stated that once the bids come in and the project is completely designed then another public hearing will be scheduled. No more letters will go out to the residents allowing another protest, however, residents will be able to lobby any of the commissioners. It is hopeful the project will come in lower than estimated.

Harriet McClelland came forward again and inquired if the City Commission will act in good faith with everyone and explore the ways the assessments can be readjusted so the residents do not have a heavy burden. Mayor Helbling replied that the City Commission is required to follow the state law and rules and procedures and the intent is to put everything out there so they are aware.

Mike Unterseher came forward and stated he is against the cost of the project but is confused. Regarding the \$1.5 million – is that coming off the top of the project cost? Or is it coming off the share that the residents will support. Mayor Helbling replied that the City Attorney was asked that question and the original response was to take it off the top or lessen the burden to certain areas. The city attorney said that everyone in the district has to be treated fairly whether it's the Park, School or City, business owner, apartment owner, or homeowner - however it is determined it will have to be assessed fairly. The City Commission committed \$1.5 million out of the City Sales Tax Fund towards the project. There is no one particular area it is committed to. Everyone has to be treated fairly and equally.

Mayor Helbling announced this is a public hearing and invited anyone else to come forward

Mayor Helbling commented that Third Street is not part of this project other than a couple storm sewer drains, because Third Street is allowed federal and state funding to pay for Third Street construction projects because it's a main artery and the highway going by the golf course is not a part of this project.

A third and final announcement was made by Mayor Helbling for anyone to come forward to speak for or against the sufficiency of protests for south side street improvement. Hearing none, the public hearing was closed.

Commissioner Rohr said that the Plan A is now under consideration. Any alternate plans would have to be based on funding and there are limitations with that and then there's the scope of the project. Director Froseth explained that the scope of the project is to reconstruct the area streets and from an engineer's perspective the storm sewer is integral to that to give the streets an acceptable life span. The alleyways are included in the scope is to repave the existing alleys. That came from the public input meeting. The street lights are not part of this project. The curb and gutter will be spot repaired in efforts to make everything ADA with disabilities acceptable.

Commissioner Rohr continued on – the biggest concern is the cost and how it is to be split. He polled the audience as to their desired plan and the most popular response was to come up with a different plan of which it's not always best to come up with different plans. He explained that the City Commission has to be able to differentiate what public input of value can be obtained versus the transitioning of those who know what needs to be done. Coming up with a

different plan will take some time and coming up with a different plan for funding would have to be done too. That could be difficult.

Mayor Helbling said that many cities are now looking at taxing all their residents within their city to do away with special assessments. Administrator Neubauer has been looking at that scenario for some time. He said the City Commission has been working with the legislature to provide funds from oil taxes to put into infrastructure but in the end it all costs somebody money.

Mayor Helbling recommended moving forward with the project and open it up for bids. When the bids come in, another public input meeting can be scheduled to let everyone know where they're at within the project. And then, the city can move on from there.

Commissioner Larson stated this has been the most complex topic she has seen since becoming a commissioner. She addressed issues that have been discussed and pointed out the pros and cons from her perspective. She said she appreciates the residents coming forward to speak.

Commissioner Braun stated that his father lived in this area and that he would probably come forward and say that it's in the best interest of the people of the whole city and to be sensitive to the people in a certain area. Based on what has been discussed and based on the show of hands, he thinks the best choice is Plan B, which is move forward, get the bids, and then come up with options and have another public hearing. If it fits and it's reasonable and we can afford it then we move forward.

Director Froseth clarified that after the project is bid, it will come back before the City Commission for approval. That is the normal process for projects. He explained the bidding process and alternate parts of the base bid.

2. *Public hearing surrounding first consideration of Ordinance 1305 related to an annexation and zone change surrounding a correction to a portion of Macedonia Hills 1st Addition (See Resolution and Ordinances #2).* John Van Dyke, AICP, CFM, Principal Planner presented a request to approve the first consideration of Ordinance 1305 related to the annexation and zone change surrounding a correction to a portion of Macedonia Hills 1st Addition. This is a correction (a surveyor's error that has occurred over a period of time and was recently discovered) to a plat (Macedonia Hills 1st Addition) where an incorrect reference line was used to establish the legal description for the subdivision affecting four lots, Lot 19, Block 1 and Lots 2-4, Block 6 of Macedonia Hills 1st Addition. Since the portion of property in question is outside city limits and the default zoning for all annexed and platted land is R-7 Residential, the application requires annexation, a zone change, and minor plat. This is the correction of the lots, there are no new lots being created. The property is located southwest of Ft. Lincoln Elementary School. At a recent meeting, the Planning and Zoning Commission unanimously recommended approval of the annexation and zone change. The Engineering and Planning Department and Planning and Zoning Commission recommended approval of Ordinance 1305 as presented in Exhibit 4.

Mayor Helbling announced this is a public hearing and opened the floor for questions or comments for or against the first consideration of Ordinance 1305 related to an annexation and zone change surrounding a correction to a portion of Macedonia Hills 1st Addition (See

Resolution and Ordinances#2). A second announcement was made by Mayor Helbling for anyone to come forward to speak for or against this matter. Hearing none, the public hearing was closed.

E. BIDS:

1. *Consider awarding bids for Public Works equipment purchases and amending 2019 Landfill budget.* Director of Public Works Bitz presented a request to consider awarding bids on a skid steer loader, compact excavator, utility work vehicle, and ancillary attachments. In addition he requested amending the 2019 Landfill budget to allow for purchase ancillary attachments. He stated that regarding this project, in the fall of 2018 the Budget and Finance Committee approved the budget request of \$177,847 to allow for the purchase of a skid steer loader, compact excavator and a utility work vehicle. In November 2018 the Commission approved the advertisement for bids of the above equipment and attachments for the equipment. The bid requests were advertised on November 30 & December 7, 2018. Two bids were received and opened on December 18th for the skid steer loader and attachments. Also, received was a single sealed bid for the compact excavator and attachments and a single sealed bid for the utility work vehicle and attachments. After all bids were totaled and the trade in price for the existing equipment was factored in the grand total for all equipment and the attachments came to \$191,417. The request before the Commission is to award the three bids for the equipment and attachments. Staff is also requesting a budget amendment to the 2019 Landfill budget to transfer \$6,000 from Landfill overtime (620.620.51020) and \$7,600 from Landfill other fees (620.620.52128) to 2019 Landfill capital outlay (620.620.62114) to allow for the \$13,570 shortfall.

Director Bitz recommended awarding all three bids for the equipment and the attachments as presented and to amend the 2019 Landfill budget to allow for the capital outlay expenditures.

Commissioner Larson moved to approve the following:

(1A) To award the bid to Bobcat of Mandan for the skidsteer loader, asphalt planer, brush mower as well as accept their trade in price offer of the New Holland L190 skid steer loader for a grand total purchase price not to exceed \$61,539.01.

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

Commissioner Braun moved to approve the following:

(1B) To award the bid to Bobcat of Mandan for the compact excavator, the hydraulic breaker attachment, and a plate compactor attachment for a grand total purchase price not to exceed \$68,673.62

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

Commissioner Braun moved to approve the following:

(1C) To award the bid to Bobcat of Mandan for the utility work vehicle, an angle broom attachment, a snow blower attachment, and a snowplow attachment for a grand total purchase price not to exceed \$61,204.67.

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

Commissioner Rohr moved to approve the following:

(1D) To amend the 2019 Landfill budget as follows: Transfer \$6,000 from Landfill overtime and \$7,600 from Landfill other fees to the 2019 Landfill capital outlay budget. This is a transfer and not a request for additional funds.

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

F. CONSENT AGENDA

1. *Consider approval of budget transfer for Water Treatment Facility operating system.*
2. *Consider approval of Bismarck Farwest Rotary charity raffle permit for a one day event at Midway Lanes on January 19, 2019.*
3. *Consider purchase agreement with 218 W Main, LLC for Lot 13, Block 8, Original Town of Mandan (street address 218 W Main St).*
4. *Consider out-of-state travel request for IEDC Leadership Summit.*
5. *Consider approval of Gaming Site Authorization for the Mule Deer Foundation at Baymont Inn & Suites on February 9, 2019.*

Commissioner Larson moved to approve the Consent Agenda items 1 through 5 as presented. Mayor Helbling requested Item No. 6 be removed. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

6. *Consider proclaiming February, 2019 Entrepreneurship Month in Mandan.*

Mayor Helbling stated that this is a proclamation presented by students from the Mandan High School DECA (Kevin Reisenauer, Advisor DECA, along with Kolten Reisenauer and Grant Himmelspace were present). Mayor Helbling read out-loud the Proclamation designating February as Entrepreneurship month. Commissioner Braun moved to approve the Consent Agenda items 6 as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS:

H. NEW BUSINESS:

1. *Presentation of Metropolitan Planning Organization led Freight study and consideration of final approval of study.* Mayor Helbling introduced Joey Roberson-Kitzman, Bis-Man MPO, to present a final report presentation of the Bis-Man Freight Study. The MPO is the Metropolitan Planning Organization conducts studies such as this as well as the Highway 83

study that is underway. Keith Buckew, HDR Study Project Manager came forward and reported that the Bis-Man Freight Study has reached its conclusion. It has been reviewed by the MPO and stakeholder staff and it is now in its final draft form and is ready for acceptance consideration. The purpose of the MPO regional freight study had four requirements: (1) Identify primary freight routes; (2) Identify first and last mile movements; (3) Identify freight needs and issues; (4) Determine investments to improve freight mobility. The project started in February 2018 and the final report was drafted in December 2018. The key deliverables included private sector stakeholder engagement (website and facebook live) public involvement, regional freight profile, freight performance measures, freight funding (state, MPO, build and infra grants, P3 funding, local), identify key freight issues.

Recommendations:

- Capital Improvements –
 - Roadway (29 projects in the long range MPO plan)
 - Rail
 - Air Cargo
- Planning
 - Sub areas
 - Safety Hot Spots
 - Data Collection to monitor future trending
- Policies
- Funding
- Implementation and Next Steps
 - Short term performance measures; routing network
 - Mid term – identify funding
 - Long term – capital improvements
 - Ongoing – private sector involvement; community needs; monitor trending

Commissioner Larson noted that the website referenced is www.bismanfreightstudy.com.

Commissioner Rohr moved to approve the acceptance of the Final Report of the Bis-Man Freight Study. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Consider ND Department of Transportation Cost Participation and Maintenance Agreement and budget amendment for I-94 Resurfacing project.* Planning and Engineering Director Froseth presented a request to approve the Cost Participation and Maintenance (CPM) Agreement for this project. The project would be resurfacing the I-94 and the I-94 interstate roadways. However, some of the improvements would take place on Highway 810, which is the segment known as Expressway and south of Memorial Highway to the Expressway Bridge. This Highway 810 segment is part of the arterial roadway system in which the City has 10% funding participation responsibility, therefore the need for the CPM agreement through this stretch.

This is a very large project scheduled in 2019. It is expected to be comparable to the interstate project that went through Bismarck in 2017 as far as its working scope and potential for

disturbance and delays. The bulk of the project will be resurfacing of the interstate system from the Highway 25 exit west of town to all three bridges in town: (1) Grant Marsh (I-94 mainline) (2) Veterans' Memorial (Memorial Highway Bridge) and (3) Expressway Bridge. It will also include some miscellaneous work at the bridge structures within those segments.

The project was mentioned in 2017 to the City of Mandan as a programmed project for 2019. In June of 2018, the City was given an estimate to budget from of \$35,056 for Mandan's local share of the project. Since I-94 is included in this project, the segment between Memorial Highway Bridge and the expressway bridge that's classified so the city has 10% cost share secondary. In November, the estimate was revised to \$79,949. In December, the estimate was revised to \$101,210 for the local share. These are estimates and the actual amount will not be known until after the project is bid, complete, and total costs tabulated. However, staff has been concerned about the nearly 190% increase from the June estimate which was used to budget for 2019. Staff did ask for justification and received the following back from the DOT. This project was initially scheduled as a mill and overlay in FY 2019 with micro-surfacing to follow in FY 2020 however, management chose to not move forward with the FY 2020 micro-surfacing. Instead, they chose to have a slurry seal included with the FY 2019 project. The old program sheets only showed the mill and overlay cost. Another change is the additional bridge work added on the Mandan side. The work on the Expressway Bridge was known and included, but the Bridge Division provided additional work at McKenzie Drive. Therefore, the bridge work cost was not passed on to the City of Mandan as added cost. There will not be any maintenance due to the classification of the highway.

Mayor Helbling commented that he is not comfortable with this project stating that if it was within a few thousand dollars, it would be fine, but it is way out of the scope of where they initially thought it was going to be. He commented that asking the citizens of Mandan to fund that much money requires more justification. Commissioner Rohr voiced concern that it came up after budget. Mayor Helbling recommended contacting them for other options. Director Froseth said the work would fall within 2019 and 2020. The new estimate is more than the original estimate whether it is paid in 2019 or 2020.

Mayor Helbling recommended responding with going through with the original budgeted amount. The DOT should provide justification why the City of Mandan should pay more. The agreement could be signed with the original amount and the project could go forward. Commissioner Rohr suggested using caution when approaching this matter and suggesting postponing until a future meeting. Mayor Helbling requested further justification and to table this until later. Director Froseth said there is time before the project is bid.

Commissioner Rohr moved to table this item until the next meeting. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

I. RESOLUTIONS AND ORDINANCES:

1. *Resolution determining insufficiency of protests for Street Improvement District No. 213 Project No. 2018-07 (Southside) and to move forward with the project.* Commissioner Larson

moved to approve Resolution determining insufficiency of protests for Street Improvement District No. 213 Project No. 2018-07 (Southside) and to move forward with the project. Commissioner Rohr seconded the motion.

Commissioner Rohr commented that from his perspective that if the bids do not work out for the residents he will be the first one to deny that particular project. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *First consideration of Ordinance 1305 related to an annexation and zone change surrounding a correction to a portion of Macedonia Hills 1st Addition.* Commissioner Braun moved to approve First Consideration of Ordinance 1305 Related to the Annexation and Zone Change Surrounding a Correction to a Portion of Macedonia Hills 1st Addition as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

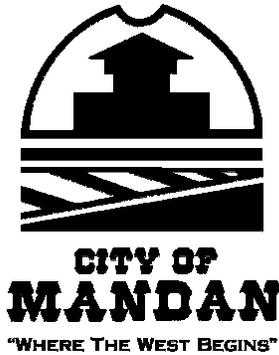
J. OTHER BUSINESS:

K. ADJOURNMENT:

There being no further actions to come before the Board of City Commissioners, Commissioner Braun moved to adjourn the meeting at 7:30 p.m. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer
City Administrator

Tim Helbling
President, Board of City Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 14, 2019
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Pay Annual Leave

PURPOSE

To consider a request from Ellen Huber, Business Development and Communications Director, to pay 163.17 hours of annual leave.

BACKGROUND

I have not been able to use much vacation time during the past 12 months. Lack of use of vacation time has been due in part to some unique happenings this year:

- The resignation of Debra Zodrow in the Finance Department in March prompted a need for Program Coordinator Kari Moore to assist with creation of City Commission agenda packets and training of Julie Frye, taking away from availability to assist with time sensitive business development and communication projects.
- Activities related to redevelopment of the former Central Market and Thrifty White Drug buildings required many hours and meetings, often beyond the scope of the normal work day. This included gathering community input, issuing a request for proposals, outreach and response to inquiries, review of proposals, work with the West End Committee, and facilitating follow-up agreements.
- Another unique activity in 2018 was organizing the Governor's Main Street visit in May and the first Business Pitch Challenge in November. Another Business Pitch Challenge is planned for 2019, but it should be easier to produce in its second year.

Days off have offset comp time. Comp time for exempt employees is capped at 60 hours, so there were times during the year and at year-end when I forfeited hours. I scheduled 48 hours off in December and early January in an effort to reduce my vacation balance, but wound up using comp time instead. I have 8 hours of vacation scheduled for Jan. 25.

I will not be able to use 163.17 hours (403.17 hours - 240 hours) of annual leave before the Feb. 1, 2019, deadline. According to Section 20-7-3(i) of the Mandan Code of Ordinances, employees can carryover no more than 240 hours of annual leave as of their anniversary or hire date.

After consulting with Mayor Helbling and Administrator Neubauer, the recommendation is to pay the 163.17 hours of annual leave instead of carrying over the hours.

ATTACHMENT

None

FISCAL IMPACT

Paid from MGF budgetary savings.

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

To approve the request from Business Development & Communications Director Ellen Huber to pay 163.17 hours of annual leave.

SUGGESTED MOTION

I move to approve payment of 163.17 hours of annual leave for Business Development & Communications Director Ellen Huber.



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 15, 2019
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Parcels listed should have been exempt for the 2018 assessment year

STATEMENT/PURPOSE: To consider corrections to the 2018 assessed values for the former Central Market and Thrifty White properties listed below.

BACKGROUND/ALTERNATIVES:

Parcel #65-2364000 Lots 4-7 Block 11 Mandan Proper (OT)
Parcel #65-2365000 Lots 8-12 & Adj 1/2 Vac Alley Block 11 Mandan Proper (OT)
Parcel #65-2367000 Lots 13-15 & E 1/2 Vac 5 Ave & Pt Vac Alley Block 11 Mandan Proper (OT)
Parcel #65-2370000 Lots 16 -18 Block 11 & E 1/2 Vac 5 Ave E & N 1/2 Vac Alley & E 50' Lots 1-3 Blk 12 & Vac Pts Mandan Proper (OT)
Parcel #65-2371000 Lots 4-6 & S 1/2 Vac Alley & W 1/2 Vac 5 Ave Block 12 Mandan Proper (OT)
Parcel #65-2372000 W 90' Lots 1-3 & Vac 25 X 10 Alley Sec Adj to Lot 3 Block 12 Mandan Proper (OT)
Parcel #65-2376000 Lots 16-18 Block 12 Mandan Proper (OT)

ATTACHMENTS: 2019 Applications for Abatements & tax bills

FISCAL IMPACT:

Parcel #65-2364000	Overall	\$430.97	City	\$101.69
Parcel #65-2365000	Overall	\$574.18	City	\$135.52
Parcel #65-2367000	Overall	\$ 718.72	City	\$169.58
Parcel #65-2370000	Overall	\$21,162.43	City	\$4,993.54
Parcel #65-2371000	Overall	\$718.72	City	\$169.58
Parcel #65-2372000	Overall	\$454.84	City	\$107.32
Parcel #65-2376000	Overall	\$8,092.89	City	\$1,909.63
Total	Overall	\$32,152.75	City	\$7,586.86

STAFF IMPACT: NA

LEGAL REVIEW: NA

Board of City Commissioners

Agenda Documentation

Meeting Date: January 22, 2019

Subject: Parcels listed should have been exempt for the 2018 assessment year

Page 2 of 2

RECOMMENDATION: I recommend a motion to approve the Applications for Abatement to correct the 2018 assessed values. I recommend a \$2,424,700 reduction to 2018 assessed values.

SUGGESTED MOTION: A motion to approve the 2018 value changes for City of Mandan properties for a reduction in value of \$2,424,700 as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2364000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

LOTS 4-7 BLOCK 11 MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2018 is:

Land \$ 32,500
Improvements \$ 0
Total \$ 32,500
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$ _____
Improvements \$ _____
Total \$ 0
(2)

The difference of \$ 32,500.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Property should be exempt for 2018. Property was purchased in 2017.

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

1-15-19

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2365000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

LOTS 8-12 & ADJ 1/2 VAC ALLEY BLOCK 11 MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2018 is:

Land \$ 43,300
Improvements \$ 0
Total \$ 43,300
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$ _____
Improvements \$ _____
Total \$ 0
(2)

The difference of \$ 43,300.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____

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

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

Applicant asks that Property should be exempt for 2018. Property was purchased in 2017.

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

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

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant [Signature] Date 1-15-19

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
 County of Morton Property I.D. No. 65-2367000
 Name City of Mandan Telephone No. _____
 Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

LOTS 13-15 & E 1/2 VAC 5 AVE & PT VAC ALLEY BLOCK 11 MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2018 is:

Land \$ 54,200
 Improvements \$ 0
 Total \$ 54,200
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$ _____
 Improvements \$ _____
 Total \$ 0
(2)

The difference of \$ 54,200.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2.
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08

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

1. Purchase price of property: \$ _____ Date of purchase: _____
 Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
 Market value estimate: \$ _____
 Appraisal was made by whom? _____

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

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

Applicant asks that Property should be exempt for 2018. Property was purchased in 2017. #

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

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

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant [Signature] Date 1-15-19

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2370000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

LOTS 16-18 BLOCK 11 & E 1/2 VAC 5TH AVE & N 1/2 VAC ALLEY & E 50' LOTS 1-3 BLK 12 & VAC
PTS
MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2018 is:

Land \$ 129,600
Improvements \$ 1,466,300
Total \$ 1,595,900
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$ _____
Improvements \$ _____
Total \$ 0
(2)

The difference of \$ 1,595,900.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Property should be exempt for 2018. Property was purchased in 2017.

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2371000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

LOTS 4-6 & S 1/2 VAC ALLEY & W 1/2 VAC 5 AVE
BLOCK 12 MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2018 is:

Land \$ 54,200
Improvements \$ _____
Total \$ 54,200
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$ _____
Improvements \$ _____
Total \$ 0
(2)

The difference of \$ 54,200.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27 2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____

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

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

Applicant asks that Property should be exempt for 2018. Property was purchased in 2017.

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

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

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant [Signature] Date 1-15-19

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2372000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

W 90' LOTS 1-3 & VAC 25 X 10 ALLEY SEC ADJ TO LOT 3 BLOCK 12 MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2018 is:
Land \$ 34,300
Improvements \$ _____
Total \$ 34,300
(1)

Total true and full value of the property described above for the year 2018 should be:
Land \$ _____
Improvements \$ _____
Total \$ 0
(2)

The difference of \$ 34,300.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27,2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax.
- 4. Nonexisting improvement assessed
- 5. Compliment or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____

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

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

Applicant asks that Property should be exempt for 2018. Property was purchased in 2017.

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

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

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant [Signature] Date 1-15-19

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2376000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

LOTS 16-18 BLOCK 12 MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2018 is:

Land \$ 106,900
Improvements \$ 503,400
Total \$ 610,300
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$ _____
Improvements \$ _____
Total \$ 0
(2)

The difference of \$ 610,300.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no

2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____

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

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

Applicant asks that Property should be exempt for 2018. Property was purchased in 2017.

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant *[Handwritten Signature]*

Date 1-15-19

2018 Morton County Real Estate Tax Statement

Statement No: 17437

Parcel Number
65-2364000

Jurisdiction
City of Mandan

Stmnt 44 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location

Legal Description

SUBDIV:MANDAN PROPER BLK:11
LOTS 4-5-6-7 -3274

2018 TAX BREAKDOWN

Net consolidated tax	430.97
Plus: Special Assessments	30.89
Total tax due	461.86
Less: 5% discount, if paid by February 15, 2019	-21.55
Amount due by February 15, 2019	440.31

Legislative tax relief

(3-year comparison)	2016	2017	2018
Legislative tax relief	582.22	535.92	232.71

Tax distribution (3-year comparison):

	2016	2017	2018
True and Full Value	74,100	77,600	32,500
Taxable Value	3,705	3,880	1,625
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	3,705	3,880	1,625

Total mill levy 267.850 264.220 265.210

Taxes By District (in dollars):

City	217.98	249.36	101.69
County	282.79	255.76	100.24
Other	9.82	9.86	6.50
Park	102.76	106.78	45.50
School (after State Reduction)	375.33	399.54	175.42
State	3.70	3.88	1.62

Consolidated Tax 992.38 1,025.18 430.97
 Less: 12% state-paid tax credit 119.09 0.00 0.00

Net consolidated tax **873.29 1,025.18 430.97**

Net effective tax rate **1.18% 1.32% 1.33%**

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	246.38
Payment 2: Pay by October 15, 2019	215.48

Special assessments:

Principal	30.00
Interest	0.89
Installation payment due	30.89
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554
Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2364000
Statement Number: 17437
Owner ID: 3067

Total tax due	461.86
Less: 5% discount	-21.55
Amount due by February 15, 2019	440.31

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	246.38
Payment 2: Pay by October 15, 2019	215.48

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
No receipt will be issued.

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554



65-2364000



2018 Morton County Real Estate Tax Statement

Statement No: 17438

Parcel Number
65-2365000

Jurisdiction
City of Mandan

Stmt 45 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location

Legal Description

SUBDIV:MANDAN PROPER BLK:11
LOTS 8-9-10-11 & 12 & ADJ VAC ALLEY -
3278

2018 TAX BREAKDOWN

Net consolidated tax	574.18
Plus: Special Assessments	30.89
Total tax due	605.07
Less: 5% discount, if paid by February 15, 2019	-28.71
Amount due by February 15, 2019	576.36

Legislative tax relief

(3-year comparison)

	2016	2017	2018
Legislative tax relief	<u>340.22</u>	<u>299.03</u>	<u>310.03</u>

Tax distribution (3-year comparison):

	2016	2017	2018
True and Full Value	43,300	43,300	43,300
Taxable Value	2,165	2,165	2,165
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0

Net Taxable Value 2,165 2,165 2,165

Total mill levy 267.850 264.220 265.210

Taxes By District (in dollars):

City	127.41	139.14	135.52
County	165.23	142.72	133.56
Other	5.72	5.50	8.66
Park	60.02	59.56	60.60
School (after State Reduction)	219.37	222.96	233.68
State	<u>2.16</u>	<u>2.16</u>	<u>2.16</u>

Consolidated Tax 579.91 572.04 574.18

Less: 12% state-paid tax credit 69.59 0.00 0.00

Net consolidated tax **510.32** **572.04** **574.18**

Net effective tax rate **1.18%** **1.32%** **1.33%**

Or pay in two installments (with no discount):
Payment 1: Pay by March 1, 2019 317.98
Payment 2: Pay by October 15, 2019 287.09

Special assessments:

Principal	30.00
Interest	0.89
Installation payment due	30.89
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 15, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2365000
Statement Number: 17438
Owner ID: 3067

Total tax due	605.07
Less: 5% discount	-28.71
Amount due by February 15, 2019	<u>576.36</u>

Or pay in two installments (with no discount):
Payment 1: Pay by March 1, 2019 317.98
Payment 2: Pay by October 15, 2019 287.09

MAKE CHECK PAYABLE TO:

Morton County Treasurer

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No receipt will be issued.*

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554



65-2365000

2018 Morton County Real Estate Tax Statement

Statement No: 17439
Stmt 46 of 153 (3067)

Parcel Number
65-2367000

Jurisdiction
City of Mandan

Owner
CITY OF MANDAN

Physical Location

Legal Description

SUBDIV:MANDAN PROPER BLK:11
LOTS 13 THRU 15 & E 1/2 VAC 5TH AVE NW
ADJ TO LOTS & VAC ALLEY -3279

**Legislative tax relief
(3-year comparison)**

	2016	2017	2018
Legislative tax relief	425.86	374.31	388.07
Tax distribution (3-year comparison):	2016	2017	2018
True and Full Value	54,200	54,200	54,200
Taxable Value	2,710	2,710	2,710
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	2,710	2,710	2,710
Total mill levy	267.850	264.220	265.210

Taxes By District (in dollars):

City	159.52	174.16	169.58
County	206.81	178.62	167.18
Other	7.18	6.88	10.84
Park	75.12	74.60	75.90
School (after State Reduction)	274.55	279.08	292.52
State	2.70	2.70	2.70

Consolidated Tax	725.88	716.04	718.72
Less: 12% state-paid tax credit	87.11	0.00	0.00
Net consolidated tax	638.77	716.04	718.72
Net effective tax rate	1.18%	1.32%	1.33%

2018 TAX BREAKDOWN

Net consolidated tax	718.72
Plus: Special Assessments	30.89
Total tax due	749.61
Less: 5% discount, if paid by February 15, 2019	-35.94
Amount due by February 15, 2019	713.67

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	390.25
Payment 2: Pay by October 15, 2019	359.36

Special assessments:

Principal	30.00
Interest	0.89
Installation payment due	30.89
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554
Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2367000
Statement Number: 17439
Owner ID: 3067

Total tax due	749.61
Less: 5% discount	-35.94
Amount due by February 15, 2019	713.67

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	390.25
Payment 2: Pay by October 15, 2019	359.36

MAKE CHECK PAYABLE TO:

Morton County Treasurer

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65-2367000

2018 Morton County Real Estate Tax Statement

Statement No: 17440

Parcel Number
65-2370000

Jurisdiction
City of Mandan

Stmt 47 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location
504 MAIN ST W
MANDAN, ND58554

Legal Description

SUBDIV:MANDAN PROPER BLK:11
LOTS 16-17-18 BLK 11 & E 50' OF LOTS 1 -
3 BLK 12 & ALL VAC AVE & ALLEY -3285

**Legislative tax relief
(3-year comparison)**

	2016	2017	2018
Legislative tax relief	12,758.36	11,383.85	11,426.65
Tax distribution (3-year comparison):	2016	2017	2018
True and Full Value	1,623,800	1,648,400	1,595,900
Taxable Value	81,190	82,420	79,795
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	81,190	82,420	79,795

Total mill levy 267.850 264.220 265.210

Taxes By District (in dollars):

City	4,777.22	5,297.16	4,993.54
County	6,196.40	5,432.30	4,922.58
Other	215.16	209.34	319.18
Park	2,251.40	2,268.20	2,234.27
School (after State Reduction)	8,225.38	8,487.60	8,613.06
State	81.18	82.42	79.80

Consolidated Tax 21,746.74 21,777.02 21,162.43
Less: 12% state-paid tax credit 2,609.61 0.00 0.00

Net consolidated tax 19,137.13 21,777.02 21,162.43

Net effective tax rate 1.18% 1.32% 1.33%

2018 TAX BREAKDOWN

Net consolidated tax	21,162.43
Plus: Special Assessments	1,357.47
Total tax due	22,519.90
Less: 5% discount, if paid by February 15, 2019	-1,058.12
Amount due by February 15, 2019	21,461.78

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019 11,938.69
Payment 2: Pay by October 15, 2019 10,581.21

Special assessments:

Principal	1,318.49
Interest	38.98
Installment payment due	1,357.47
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2370000
Statement Number: 17440
Owner ID: 3067

Total tax due	22,519.90
Less: 5% discount	-1,058.12
Amount due by February 15, 2019	21,461.78

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019 11,938.69
Payment 2: Pay by October 15, 2019 10,581.21

MAKE CHECK PAYABLE TO:

Morton County Treasurer

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65-2370000

2018 Morton County Real Estate Tax Statement

Statement No: 17441

Stmt 48 of 153 (3067)

Parcel Number
65-2371000

Jurisdiction
City of Mandan

Owner
CITY OF MANDAN

Physical Location

2018 TAX BREAKDOWN

Net consolidated tax	718.72
Plus: Special Assessments	30.89
Total tax due	749.61
Less: 5% discount, if paid by February 15, 2019	-35.94
Amount due by February 15, 2019	713.67

Legal Description

SUBDIV:MANDAN PROPER BLK:12
LOTS 4 THRU 6 & ADJ VAC AVE & ALLEY -
3290

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	390.25
Payment 2: Pay by October 15, 2019	359.36

Legislative tax relief (3-year comparison)

Legislative tax relief	<u>2016</u>	<u>2017</u>	<u>2018</u>
	425.86	374.31	388.07

Tax distribution (3-year comparison):

True and Full Value	2016	2017	2018
Taxable Value	54,200	54,200	54,200
Less: Homestead credit	2,710	2,710	2,710
Disabled Veteran credit	0	0	0
	0	0	0

Net Taxable Value 2,710 2,710 2,710

Total mill levy 267.850 264.220 265.210

Taxes By District (in dollars):

City	159.52	174.16	169.58
County	206.81	178.62	167.18
Other	7.18	6.88	10.84
Park	75.12	74.60	75.90
School (after State Reduction)	274.55	279.08	292.52
State	2.70	2.70	2.70

Consolidated Tax 725.88 716.04 718.72

Less: 12% state-paid tax credit 87.11 0.00 0.00

Net consolidated tax 638.77 716.04 718.72

Net effective tax rate 1.18% 1.32% 1.33%

Special assessments:

Principal	30.00
Interest	0.89
Installment payment due	30.89
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2371000

Statement Number: 17441

Owner ID: 3067

Total tax due	749.61
Less: 5% discount	-35.94
Amount due by February 15, 2019	713.67

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	390.25
Payment 2: Pay by October 15, 2019	359.36

MAKE CHECK PAYABLE TO:

Morton County Treasurer

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65-2371000

2018 Morton County Real Estate Tax Statement

Statement No: 17442

Stmt 49 of 153 (3067)

Parcel Number
65-2372000

Jurisdiction
City of Mandan

Owner
CITY OF MANDAN

Physical Location

Legal Description

SUBDIV:MANDAN PROPER BLK:12
W 90' OF LOTS 1 THRU 3 & ADJ VAC ALLEY (10' X 25') -3288

Legislative tax relief (3-year comparison)
Legislative tax relief

Tax distribution (3-year comparison):

	2016	2017	2018
True and Full Value	34,300	34,300	34,300
Taxable Value	1,715	1,715	1,715
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0

Net Taxable Value 1,715 1,715 1,715

Total mill levy 267.850 264.220 265.210

Taxes By District (in dollars):

City	100.92	110.20	107.32
County	130.90	113.04	105.80
Other	4.54	4.36	6.86
Park	47.54	47.20	48.02
School (after State Reduction)	173.76	176.62	185.12
State	1.71	1.72	1.72

Consolidated Tax 459.37 453.14 454.84

Less: 12% state-paid tax credit 55.12 0.00 0.00

Net consolidated tax **404.25** **453.14** **454.84**

Net effective tax rate **1.18%** **1.32%** **1.33%**

2018 TAX BREAKDOWN

Net consolidated tax	454.84
Plus: Special Assessments	739.86
Total tax due	1,194.70
Less: 5% discount, if paid by February 15, 2019	-22.74
Amount due by February 15, 2019	1,171.96

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	967.28
Payment 2: Pay by October 15, 2019	227.42

Special assessments:

Principal	718.61
Interest	21.25
Installation payment due	739.86
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2372000
Statement Number: 17442
Owner ID: 3067

Total tax due	1,194.70
Less: 5% discount	-22.74
Amount due by February 15, 2019	1,171.96

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	967.28
Payment 2: Pay by October 15, 2019	227.42

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
No receipt will be issued.



65-2372000

2018 Morton County Real Estate Tax Statement

Statement No: 17444

Parcel Number
65-2376000

Jurisdiction
City of Mandan

Stmt 50 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location
511 1ST ST NW
MANDAN, ND58554

Legal Description

SUBDIV:MANDAN PROPER BLK:12
LOTS 16-17 & 18 -3298

2018 TAX BREAKDOWN

Net consolidated tax	8,092.89
Plus: Special Assessments	408.21
Total tax due	8,501.10
Less: 5% discount, if paid by February 15, 2019	-404.64
Amount due by February 15, 2019	8,096.46

**Legislative tax relief
(3-year comparison)**

	2016	2017	2018
Legislative tax relief	4,141.48	3,859.77	4,369.75

Tax distribution (3-year comparison):

	2016	2017	2018
True and Full Value	527,100	558,900	610,300
Taxable Value	26,355	27,945	30,515
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	26,355	27,945	30,515

Total mill levy 267.850 264.220 265.210

Consolidated Tax 7,059.19 7,383.63 8,092.89

Less: 12% state-paid tax credit 847.10 0.00 0.00

Net consolidated tax **6,212.09** **7,383.63** **8,092.89**

Net effective tax rate **1.18%** **1.32%** **1.33%**

Or pay in two installments (with no discount):
Payment 1: Pay by March 1, 2019 4,454.66
Payment 2: Pay by October 15, 2019 4,046.44

Special assessments:

Principal	396.49
Interest	11.72
Installment payment due	408.21
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554
Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2376000
Statement Number: 17444
Owner ID: 3067

Total tax due	8,501.10
Less: 5% discount	-404.64
Amount due by February 15, 2019	8,096.46

Or pay in two installments (with no discount):
Payment 1: Pay by March 1, 2019 4,454.66
Payment 2: Pay by October 15, 2019 4,046.44

MAKE CHECK PAYABLE TO:

Morton County Treasurer
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65-2376000



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 15, 2019
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Former Thrifty White & Central Market properties should have prorated 2017 assessments due to buyer being exempt entity

STATEMENT/PURPOSE: To consider corrections to the 2017 assessed values for the former Central Market and Thrifty White properties listed below. Property was purchased on July 20, 2017. The taxes should be prorated and abate 5 months that the property was owned by the city.

BACKGROUND/ALTERNATIVES:

- Parcel #65-2364000 Lots 4-7 Block 11 Mandan Proper (OT)
- Parcel #65-2365000 Lots 8-12 & Adj 1/2 Vac Alley Block 11 Mandan Proper (OT)
- Parcel #65-2367000 Lots 13-15 & E 1/2 Vac 5 Ave & Pt Vac Alley Block 11 Mandan Proper (OT)
- Parcel #65-2370000 Lots 16 -18 Block 11 & E 1/2 Vac 5 Ave E & N 1/2 Vac Alley & E 50' Lots 1-3 Blk 12 & Vac Pts Mandan Proper (OT)
- Parcel #65-2371000 Lots 4-6 & S 1/2 Vac Alley & W 1/2 Vac 5 Ave Block 12 Mandan Proper (OT)
- Parcel #65-2372000 W 90' Lots 1-3 & Vac 25 X 10 Alley Sec Adj to Lot 3 Block 12 Mandan Proper (OT)
- Parcel #65-2376000 Lots 16-18 Block 12 Mandan Proper (OT)

ATTACHMENTS: Applications for Abatements & tax bills, map, Century Code 57-02-41 and 57-02-08

FISCAL IMPACT:

Parcel #65-2364000	Overall	\$427.16	City	\$103.90
Parcel #65-2365000	Overall	\$238.35	City	\$57.98
Parcel #65-2367000	Overall	\$ 298.35	City	\$72.57
Parcel #65-2370000	Overall	\$9,073.76	City	\$2,207.15
Parcel #65-2371000	Overall	\$298.35	City	\$72.57
Parcel #65-2372000	Overall	\$188.81	City	\$45.92
Parcel #65-2376000	Overall	\$3,076.51	City	\$748.34
Total	Overall	\$13,601.29	City	\$3308.42

Board of City Commissioners
Agenda Documentation
Meeting Date: January 22, 2019
Subject: 2017 assessment/taxes should have been prorated

STAFF IMPACT: NA

LEGAL REVIEW: Reviewed by City Attorney Malcolm H. Brown

RECOMMENDATION: I recommend a motion to approve the Applications for Abatement to correct the 2017 prorated assessed values. I recommend a \$1,029,542 reduction to 2017 assessed values.

SUGGESTED MOTION: A motion to approve the 2017 value changes for City of Mandan properties for a reduction in value of \$1,029,542 as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2364000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

LOTS 4-7 BLOCK 11 MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2017 is:

Land \$ 77,600
Improvements \$ 0
Total \$ 77,600
(1)

Total true and full value of the property described above for the year 2017 should be:

Land \$ 45,267
Improvements \$ _____
Total \$ 45,267
(2)

The difference of \$ 32,333.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08 & 57-02-41

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

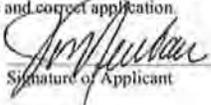
Applicant asks that Property was purchased July 20, 2017. Taxes should have been prorated.

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

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

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant 

Date 1-15-19

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2370000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

LOTS 16-18 BLOCK 11 & E 1/2 VAC 5TH AVE & N 1/2 VAC ALLEY & E 50' LOTS 1-3 BLK 12 & VAC PTS MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2017 is:

Land \$ 129,600
Improvements \$ 1,518,800
Total \$ 1,648,400
(1)

Total true and full value of the property described above for the year 2017 should be:

Land \$ 75,000
Improvements \$ 885,867
Total \$ 961,567
(2)

The difference of \$ 686,833.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax.
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08 & 57-02-41

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Property was purchased July 20, 2017. Taxes should have been prorated.

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

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

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant _____ Date _____

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2371000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

**LOTS 4-6 & S 1/2 VAC ALLEY & W 1/2 VAC 5 AVE
BLOCK 12 MANDAN PROPER (OT)**

Total true and full value of the property described above for the year 2017 is:

Land \$ 54,200
Improvements \$ _____
Total \$ 54,200
(1)

Total true and full value of the property described above for the year 2017 should be:

Land \$ 31,617
Improvements \$ _____
Total \$ 31,617
(2)

The difference of \$ 22,583.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application
- 10. Other (explain) CENTURY CODE 57-02-08 & 57-02-41

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

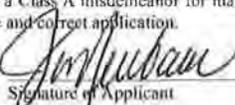
Applicant asks that Property was purchased July 20, 2017. Taxes should have been prorated. 4

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

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

Signature of Preparer (if other than applicant)

Date


Signature of Applicant

1-15-19
Date

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2372000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

W 90' LOTS 1-3 & VAC 25 X 10 ALLEY SEC ADJ TO LOT 3 BLOCK 12 MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2017 is:

Land \$ 34,300
Improvements \$ _____
Total \$ 34,300
(1)

Total true and full value of the property described above for the year 2017 should be:

Land \$ 20,008
Improvements \$ _____
Total \$ 20,008
(2)

The difference of \$ 14,292.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.3). Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08 & 57-02-41

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

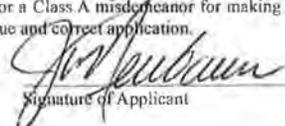
Applicant asks that Property was purchased July 20, 2017. Taxes should have been prorated.

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

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

Signature of Preparer (if other than applicant) _____

Date _____


Signature of Applicant

1-15-19
Date

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-2376000
Name City of Mandan Telephone No. _____
Address 205 Second Ave NW Mandan, ND 58554

Legal description of the property involved in this application:

LOTS 16-18 BLOCK 12 MANDAN PROPER (OT)

Total true and full value of the property described above for the year 2017 is:

Land \$ 106,900
Improvements \$ 452,000
Total \$ 558,900
(1)

Total true and full value of the property described above for the year 2017 should be:

Land \$ 62,358
Improvements \$ 263,667
Total \$ 326,025
(2)

The difference of \$ 232,875.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8) Attach a copy of the application.
- 10. Other (explain) CENTURY CODE 57-02-08 & 57-02-41

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Property was purchased July 20, 2017. Taxes should have been prorated.

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

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

Jim Neumann 1-15-19
Signature of Proprietor (if other than applicant) Date Signature of Applicant

2018 Morton County Real Estate Tax Statement

Statement No: 17437

Parcel Number
65-2364000

Jurisdiction
City of Mandan

Stmnt 44 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location

2018 TAX BREAKDOWN

Net consolidated tax	430.97
Plus: Special Assessments	30.89
Total tax due	461.86
Less: 5% discount, if paid by February 15, 2019	-21.55
Amount due by February 15, 2019	440.31

Legal Description

SUBDIV:MANDAN PROPER BLK:11
LOTS 4-5-6-7 -3274

Legislative tax relief (3-year comparison)

	2016	2017	2018
Legislative tax relief	582.22	535.92	232.71
Tax distribution (3-year comparison):	2016	2017	2018
True and Full Value	74,100	77,600	32,500
Taxable Value	3,705	3,880	1,625
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	3,705	3,880	1,625
Total mill levy	267.850	264.220	265.210

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	246.38
Payment 2: Pay by October 15, 2019	215.48

Special assessments:

Principal	30.00
Interest	0.89
Installment payment due	30.89
Remaining balance due	0.00

Taxes By District (in dollars):

City	217.98	249.36	101.69
County	282.79	255.76	100.24
Other	9.82	9.86	6.50
Park	102.76	106.78	45.50
School (after State Reduction)	375.33	399.54	175.42
State	3.70	3.88	1.62

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

Consolidated Tax	992.38	1,025.18	430.97
Less: 12% state-paid tax credit	119.09	0.00	0.00
Net consolidated tax	873.29	1,025.18	430.97
Net effective tax rate	1.18%	1.32%	1.33%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2364000
Statement Number: 17437
Owner ID: 3067

Total tax due	461.86
Less: 5% discount	-21.55
Amount due by February 15, 2019	440.31

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	246.38
Payment 2: Pay by October 15, 2019	215.48

MAKE CHECK PAYABLE TO:

Morton County Treasurer
*Your canceled check is your receipt for your payment.
No receipt will be issued.*

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554



65-2364000



2018 Morton County Real Estate Tax Statement

Statement No: 17438

Parcel Number
65-2365000

Jurisdiction
City of Mandan

Stmnt 45 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location

Legal Description

SUBDIV:MANDAN PROPER BLK:11
LOTS 8-9-10-11 & 12 & ADJ VAC ALLEY -
3278

**Legislative tax relief
(3-year comparison)**
Legislative tax relief

2016	2017	2018
340.22	299.03	310.03

Tax distribution (3-year comparison):

	2016	2017	2018
True and Full Value	43,300	43,300	43,300
Taxable Value	2,165	2,165	2,165
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	2,165	2,165	2,165
Total mill levy	267.850	264.220	265.210

Taxes By District (in dollars):

	2016	2017	2018
City	127.41	139.14	135.52
County	165.23	142.72	133.56
Other	5.72	5.50	8.66
Park	60.02	59.56	60.60
School (after State Reduction)	219.37	222.96	233.68
State	2.16	2.16	2.16

Consolidated Tax	579.91	572.04	574.18
Less: 12% state-paid tax credit	69.59	0.00	0.00
Net consolidated tax	510.32	572.04	574.18
Net effective tax rate	1.18%	1.32%	1.33%

2018 TAX BREAKDOWN

Net consolidated tax	574.18
Plus: Special Assessments	30.89
Total tax due	605.07
Less: 5% discount, if paid by February 15, 2019	-28.71
Amount due by February 15, 2019	576.36

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	317.98
Payment 2: Pay by October 15, 2019	287.09

Special assessments:

Principal	30.00
Interest	0.89
Installment payment due	30.89
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554
Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2365000
Statement Number: 17438
Owner ID: 3067

Total tax due	605.07
Less: 5% discount	-28.71
Amount due by February 15, 2019	576.36

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	317.98
Payment 2: Pay by October 15, 2019	287.09

MAKE CHECK PAYABLE TO:

Morton County Treasurer
*Your canceled check is your receipt for your payment.
No receipt will be issued.*



65-2365000



2018 Morton County Real Estate Tax Statement

Statement No: 17439

Parcel Number
65-2367000

Jurisdiction
City of Mandan

Stmt 46 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location

Legal Description

SUBDIV:MANDAN PROPER BLK:11
LOTS 13 THRU 15 & E 1/2 VAC 5TH AVE NW
ADJ TO LOTS & VAC ALLEY -3279

**Legislative tax relief
(3-year comparison)**

	2016	2017	2018
Legislative tax relief	425.86	374.31	388.07
Tax distribution (3-year comparison):	2016	2017	2018
True and Full Value	54,200	54,200	54,200
Taxable Value	2,710	2,710	2,710
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	2,710	2,710	2,710

Total mill levy 267.850 264.220 265.210

Taxes By District (in dollars):

City	159.52	174.16	169.58
County	206.81	178.62	167.18
Other	7.18	6.88	10.84
Park	75.12	74.60	75.90
School (after State Reduction)	274.55	279.08	292.52
State	2.70	2.70	2.70

Consolidated Tax 725.88 716.04 718.72
Less: 12% state-paid tax credit 87.11 0.00 0.00

Net consolidated tax **638.77** **716.04** **718.72**

Net effective tax rate **1.18%** **1.32%** **1.33%**

2018 TAX BREAKDOWN

Net consolidated tax	718.72
Plus: Special Assessments	30.89
Total tax due	749.61
Less: 5% discount, if paid by February 15, 2019	-35.94
Amount due by February 15, 2019	<u>713.67</u>

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	390.25
Payment 2: Pay by October 15, 2019	359.36

Special assessments:

Principal	30.00
Interest	0.89
Installment payment due	30.89
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2367000
Statement Number: 17439
Owner ID: 3067

Total tax due	749.61
Less: 5% discount	-35.94
Amount due by February 15, 2019	<u>713.67</u>

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	390.25
Payment 2: Pay by October 15, 2019	359.36

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
No receipt will be issued.



65-2367000



2018 Morton County Real Estate Tax Statement

Statement No: 17440

Parcel Number
65-2370000

Jurisdiction
City of Mandan

Stmnt 47 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location
504 MAIN ST W
MANDAN, ND58554

2018 TAX BREAKDOWN

Net consolidated tax	21,162.43
Plus: Special Assessments	<u>1,357.47</u>
Total tax due	22,519.90
Less: 5% discount, if paid by February 15, 2019	<u>-1,058.12</u>
Amount due by February 15, 2019	<u>21,461.78</u>

Legal Description

SUBDIV:MANDAN PROPER BLK:11
LOTS 16-17-18 BLK 11 & E 50' OF LOTS 1 -
3 BLK 12 & ALL VAC AVE & ALLEY -3285

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	11,938.69
Payment 2: Pay by October 15, 2019	10,581.21

Legislative tax relief (3-year comparison)

	2016	2017	2018
Legislative tax relief	<u>12,758.36</u>	<u>11,383.85</u>	<u>11,426.65</u>

Tax distribution (3-year comparison):

	2016	2017	2018
True and Full Value	1,623,800	1,648,400	1,595,900
Taxable Value	81,190	82,420	79,795
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0

Net Taxable Value 81,190 82,420 79,795

Total mill levy 267.850 264.220 265.210

Taxes By District (in dollars):

City	4,777.22	5,297.16	4,993.54
County	6,196.40	5,432.30	4,922.58
Other	215.16	209.34	319.18
Park	2,251.40	2,268.20	2,234.27
School (after State Reduction)	8,225.38	8,487.60	8,613.06
State	81.18	82.42	79.80

Consolidated Tax 21,746.74 21,777.02 21,162.43
Less: 12% state-paid tax credit 2,609.61 0.00 0.00

Net consolidated tax 19,137.13 21,777.02 21,162.43

Net effective tax rate 1.18% 1.32% 1.33%

Special assessments:

Principal	1,318.49
Interest	38.98
Installation payment due	1,357.47
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2370000
Statement Number: 17440
Owner ID: 3067

Total tax due	22,519.90
Less: 5% discount	<u>-1,058.12</u>
Amount due by February 15, 2019	<u>21,461.78</u>

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	11,938.69
Payment 2: Pay by October 15, 2019	10,581.21

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
No receipt will be issued.



65-2370000



2018 Morton County Real Estate Tax Statement

Statement No: 17441

Parcel Number
65-2371000

Jurisdiction
City of Mandan

Stmt 48 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location

Legal Description

SUBDIV:MANDAN PROPER BLK:12
LOTS 4 THRU 6 & ADJ VAC AVE & ALLEY -
3290

**Legislative tax relief
(3-year comparison)**

	2016	2017	2018
Legislative tax relief	425.86	374.31	388.07
Tax distribution (3-year comparison):	2016	2017	2018
True and Full Value	54,200	54,200	54,200
Taxable Value	2,710	2,710	2,710
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	2,710	2,710	2,710
Total mill levy	267.850	264.220	265.210
Taxes By District (in dollars):			
City	159.52	174.16	169.58
County	206.81	178.62	167.18
Other	7.18	6.88	10.84
Park	75.12	74.60	75.90
School (after State Reduction)	274.55	279.08	292.52
State	2.70	2.70	2.70
Consolidated Tax	725.88	716.04	718.72
Less: 12% state-paid tax credit	87.11	0.00	0.00
Net consolidated tax	638.77	716.04	718.72
Net effective tax rate	1.18%	1.32%	1.33%

2018 TAX BREAKDOWN

Net consolidated tax	718.72
Plus: Special Assessments	30.89
Total tax due	749.61
Less: 5% discount, if paid by February 15, 2019	-35.94
Amount due by February 15, 2019	713.67

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	390.25
Payment 2: Pay by October 15, 2019	359.36

Special assessments:

Principal	30.00
Interest	0.89
Installment payment due	30.89
Remaining balance due	0.00

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554
Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2371000
Statement Number: 17441
Owner ID: 3067

Total tax due	749.61
Less: 5% discount	-35.94
Amount due by February 15, 2019	713.67

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	390.25
Payment 2: Pay by October 15, 2019	359.36

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
No receipt will be issued.

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554



65-2371000

2018 Morton County Real Estate Tax Statement

Statement No: 17442

Parcel Number
65-2372000

Jurisdiction
City of Mandan

Stmt 49 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location

2018 TAX BREAKDOWN

Net consolidated tax	454.84
Plus: Special Assessments	<u>739.86</u>
Total tax due	1,194.70
Less: 5% discount, if paid by February 15, 2019	<u>-22.74</u>
Amount due by February 15, 2019	<u>1,171.96</u>

Legal Description

SUBDIV:MANDAN PROPER BLK:12
W 90' OF LOTS 1 THRU 3 & ADJ VAC ALLEY (
10' X 25') -3288

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	967.28
Payment 2: Pay by October 15, 2019	227.42

Legislative tax relief (3-year comparison)

	2016	2017	2018
Legislative tax relief	<u>269.50</u>	<u>236.88</u>	<u>245.59</u>
Tax distribution (3-year comparison):	2016	2017	2018
True and Full Value	34,300	34,300	34,300
Taxable Value	1,715	1,715	1,715
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	<u>1,715</u>	<u>1,715</u>	<u>1,715</u>
Total mill levy	<u>267.850</u>	<u>264.220</u>	<u>265.210</u>

Special assessments:

Principal	718.61
Interest	21.25
Installment payment due	739.86
Remaining balance due	0.00

Taxes By District (in dollars):

	2016	2017	2018
City	100.92	110.20	107.32
County	130.90	113.04	105.80
Other	4.54	4.36	6.86
Park	47.54	47.20	48.02
School (after State Reduction)	173.76	176.62	185.12
State	1.71	1.72	1.72

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

Consolidated Tax	459.37	453.14	454.84
Less: 12% state-paid tax credit	<u>55.12</u>	<u>0.00</u>	<u>0.00</u>
Net consolidated tax	<u>404.25</u>	<u>453.14</u>	<u>454.84</u>
Net effective tax rate	<u>1.18%</u>	<u>1.32%</u>	<u>1.33%</u>

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2372000
Statement Number: 17442
Owner ID: 3067

Total tax due	1,194.70
Less: 5% discount	<u>-22.74</u>
Amount due by February 15, 2019	<u>1,171.96</u>

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	967.28
Payment 2: Pay by October 15, 2019	227.42

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
No receipt will be issued.

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554



65-2372000



2018 Morton County Real Estate Tax Statement

Statement No: 17444

Parcel Number
65-2376000

Jurisdiction
City of Mandan

Stmt 50 of 153 (3067)

Owner
CITY OF MANDAN

Physical Location
511 1ST ST NW
MANDAN, ND58554

Legal Description

SUBDIV:MANDAN PROPER BLK:12
LOTS 16-17 & 18 -3298

2018 TAX BREAKDOWN

Net consolidated tax	8,092.89
Plus: Special Assessments	408.21
Total tax due	8,501.10
Less: 5% discount, if paid by February 15, 2019	-404.64
Amount due by February 15, 2019	8,096.46

**Legislative tax relief
(3-year comparison)**

	2016	2017	2018
Legislative tax relief	4,141.48	3,859.77	4,369.75
Tax distribution (3-year comparison):	2016	2017	2018
True and Full Value	527,100	558,900	610,300
Taxable Value	26,355	27,945	30,515
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	26,355	27,945	30,515
Total mill levy	267.850	264.220	265.210

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	4,454.66
Payment 2: Pay by October 15, 2019	4,046.44

Special assessments:

Principal	396.49
Interest	11.72
Installment payment due	408.21
Remaining balance due	0.00

Taxes By District (in dollars):

	2016	2017	2018
City	1,550.70	1,796.02	1,909.63
County	2,011.43	1,841.85	1,882.48
Other	69.84	70.98	122.06
Park	730.84	769.06	854.42
School (after State Reduction)	2,670.02	2,877.78	3,293.78
State	26.36	27.94	30.52

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

Consolidated Tax	7,059.19	7,383.63	8,092.89
Less: 12% state-paid tax credit	847.10	0.00	0.00
Net consolidated tax	6,212.09	7,383.63	8,092.89
Net effective tax rate	1.18%	1.32%	1.33%

FOR ASSISTANCE, CONTACT:

Office: Morton County Treasurer
210 2nd Ave NW
Mandan, ND 58554

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

CITY OF MANDAN
205 2ND AVE NW
MANDAN ND 58554

Parcel Number: 65-2376000
Statement Number: 17444
Owner ID: 3067

Total tax due	8,501.10
Less: 5% discount	-404.64
Amount due by February 15, 2019	8,096.46

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	4,454.66
Payment 2: Pay by October 15, 2019	4,046.44

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
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65-2376000





65247000
65248000
65249000

652438000
652435000

652434025

652478000

1st St NW

1st St NW

652392000
652393000
652391000

652379000
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652376000
652372000

652370000

652361000
652363000

652389000
652388000
652382000

6th Ave NW

652375000

652371000

652367000

652365000

652364000

Main St W

Main St W

Main St W

Main St W

100ft
-100.898 46.826 Degrees

656104
Bismarck Mandan MPO, DigitalC

57-02-05.1. Personal property defined.

Personal property, for the purpose of taxation, includes all property that is not included within the definition of real property.

57-02-06. Who are deemed merchants.

Repealed by S.L. 1983, ch. 595, § 3.

57-02-07. Who are deemed manufacturers.

Repealed by S.L. 1983, ch. 595, § 3.

57-02-08. Property exempt from taxation.

All property described in this section to the extent herein limited shall be exempt from taxation:

1. All property owned exclusively by the United States except any such property which the state and its political subdivisions are authorized by the laws of the United States to tax.
2. All property owned by this state, but no lands contracted to be sold by the state shall be exempt.
3. All property belonging to any political subdivision and the leasehold interest in property leased by a political subdivision from another political subdivision.
4. Property of Indians if the title of that property is inalienable without the consent of the United States secretary of the interior.
5. All lands used exclusively for burying grounds or cemeteries.
6. All property belonging to schools, academies, colleges, or other institutions of learning, not otherwise used with a view to profit, and all dormitories and boarding halls, including the land upon which they are situated, owned and managed by any religious corporation for educational or charitable purposes for the use of students in attendance upon any educational institution, if such dormitories and boarding halls are not managed or used for the purpose of making a profit over and above the cost of maintenance and operation.
7. Repealed by S.L. 2011, ch. 445, § 2.
8. All buildings belonging to institutions of public charity, including public hospitals and nursing homes licensed pursuant to section 23-16-01 under the control of religious or charitable institutions, used wholly or in part for public charity, together with the land actually occupied by such institutions not leased or otherwise used with a view to profit. The exemption provided by this subsection includes any dormitory, dwelling, or residential-type structure, together with necessary land on which such structure is located, owned by a religious or charitable organization recognized as tax exempt under section 501(c)(3) of the United States Internal Revenue Code which is occupied by members of said organization who are subject to a religious vow of poverty and devote and donate substantially all of their time to the religious or charitable activities of the owner.
9. a. All buildings owned by any religious corporation or organization and used for the religious purposes of the organization, and if on the same parcel, dwellings with usual outbuildings, intended and ordinarily used for the residence of the bishop, priest, rector, or other minister in charge of services, land directly under and within the perimeter of those buildings, improved off-street parking or reasonable landscaping or sidewalk area adjoining the main church building, and up to a maximum of five additional acres [2.02 hectares] must be deemed to be property used exclusively for religious purposes, and exempt from taxation, whether the real property consists of one tract or more. If the residence of the bishop, priest, rector, or other minister in charge of services is located on property not adjacent to the church, that residence with usual outbuildings and land on which it is located, up to two acres [.81 hectare], is exempt from taxation.

57-02-39. Irregularities of land to be platted into lots if required.

If any tract or lot of land is divided into irregular shapes which can be described only by metes and bounds, or if any addition or subdivision which already has been platted into blocks and lots and subsequently sold into parts of blocks or lots which can be described only by metes and bounds, or if the courses, distances, and sizes of each lot or fractional lot are not given or marked upon the plat so that the precise location of each lot and fractional lot can be ascertained accurately, surveyed, or laid out, the owner of such tract or tracts, upon the request of the county auditor, shall have such land platted or replatted, as the case may be, into lots or blocks according to deeds on record. If such plat cannot be made without an actual survey of the land, the same must be surveyed and platted and the plat thereof recorded. If the owners of any such tract refuse or neglect to cause such plat and survey, when necessary, to be made and recorded within thirty days after such request, the county surveyor, or some other competent surveyor, upon the request of the county auditor, shall make out such plat from the records of the recorder if practicable, but if it cannot be made from such records, then the surveyor shall make the necessary survey and plat thereof, and the county auditor shall have the same recorded, but no such plat may be recorded until approved by the city engineer of the city affected thereby, and if there is no city engineer, then by the county surveyor. A certificate of the approval of such plat must be made by the officer making the same endorsed on the plat or map. Such certificate also must be recorded and forms a part of the record. When such plat has been duly certified and recorded, any description of the property in accordance with the number and description set forth in such plat must be deemed a good and valid description of the lots or parcels of land so described. No such plat or description may bear the name or number which already has been applied to any plat or description previously made and recorded as a part of any such city. When the owner of such land fails to comply with the provisions of this section, the cost of surveying, platting, and recording must be paid by the county, upon allowance by the board of county commissioners, and the amount thereof must be added to the taxes upon such tracts or lots the ensuing year. Such taxes, when collected, must be credited to the county general fund. The surveyor making such survey or plat is entitled to receive for services in making the same the compensation allowed by law for doing other county surveying or platting, and such fees become a legal charge upon such tracts of land.

57-02-40. Taxes paramount lien on real estate - Statute of limitations not applicable to personal property taxes.

1. Taxes upon real property are a perpetual paramount lien thereon against all persons, except the United States and this state.
2. Taxes upon personal property shall not be affected by any general statute of limitations.
3. A tax lien includes the principal of the tax, and all costs, penalties, interest, charges, and expenses which by law accrue, attach, or are incurred.

57-02-41. Attachment of tax lien and prorating taxes as between vendor and purchaser.

All taxes, as between vendor and purchaser, become a lien on real estate on and after the first day of January following the year for which such taxes were levied. If taxable real property is acquired in any year after the assessment date by an owner in whose hands it will be exempt from taxation, the taxes on it for the portion of the year that it was not exempt, computed to the nearest month, constitute a personal charge against the person from whom it was acquired and all of the provisions of law for payment and collection of personal property taxes are applicable to such prorated taxes.

If exempt real property is acquired in any year after the assessment date by an owner in whose hands it is taxable, it must be assessed as omitted property and the taxes on it for that portion of the year that it is not exempt, computed to the nearest month, are subject to all of the provisions for payment and collection that are applicable to taxes for the same year on other real property.



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 15, 2019
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatement for 2017 & 2018 building was removed

STATEMENT/PURPOSE: To consider a correction to the 2017 & 2018 True & Full Value for Maria L Higgins property at 3002 Memorial Hwy SE

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-5858000 Lot 4 of Lot A of NW ¼ Sec 36-139-81

Reason for abatement: To correct the 2017 & 2018 Full & True value of the property due a building being demolished.

ATTACHMENTS: Application for Abatement and map

FISCAL IMPACT: 2017 Overall \$328.95 City \$80.02
2018 Overall \$330.19 City \$77.91

STAFF IMPACT: NA

LEGAL REVIEW: NA

RECOMMENDATION: I recommend a motion to approve the Applications for Abatement to correct the 2017 & 2018 Assessments. The building was demolished.

SUGGESTED MOTION: A motion to approve 2017 & 2018 value changes for Maria L Higgins 3002 Memorial Hwy SE as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-5858000
Name Manual Higgins Telephone No. _____
Address 903 3rd St NW Mandan ND 58554



Legal description of the property involved in this application:

lot 4 of lot A of NW 1/4 Sec 36-139-81

Total true and full value of the property described above for the year 2017 is:

Land \$ 20,000
Improvements \$ 24,900
Total \$ 44,900
(1)

Total true and full value of the property described above for the year 2017 should be:

Land \$ 20,000
Improvements \$ _____
Total \$ 20,000
(2)

The difference of \$ 24,900 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) _____

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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that value of building be removed

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

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

Signature of Preparer (if other than applicant) _____ Date _____
Signature of Applicant Manual Higgins Date 1-8-19

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-5858000
Name Marisa L Higgins Telephone No. _____
Address 903 3rd St NW Mandan ND 58554

Legal description of the property involved in this application:

lot 4 of lot A of NW 1/4 Sec 36-139 51

Total true and full value of the property described above for the year 2018 is:

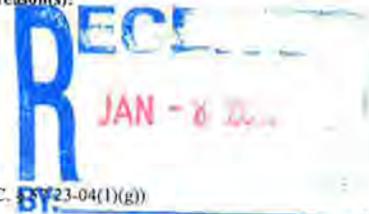
Land \$ 20,000
Improvements \$ 24,900
Total \$ 44,900
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$ 30,000
Improvements \$ —
Total \$ 30,000
(2)

The difference of \$ 24,900 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) _____



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

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that value of building be removed

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant Marisa L Higgins

Date 1-8-19



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 15, 2019
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatement for 2017 & 2018 assessed value exceeded market value

STATEMENT/PURPOSE: To consider a correction to the 2017 & 2018 True & Full Value for The Ridge Motel Corporation 2630 Old Red Trail NW

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-4549000 Lot 4 Block 1 Seven Seas

Reason for abatement: To correct the 2017 & 2018 full & true values. Vanguard Appraisals reappraised the property and found the condition of the motel to be lower than what our records indicated. He recommended a value of \$935,900. It was determined that the 2017 and 2018 Full & True Values exceeded the actual market value.

ATTACHMENTS: Application for Abatement and information submitted with application

FISCAL IMPACT: 2017 Overall \$30,236.92 City \$7,384.30
2018 Overall \$28,214.10 City \$6,725.47

STAFF IMPACT: NA

LEGAL REVIEW: NA

RECOMMENDATION: I recommend a motion to approve the Applications for Abatement to correct the 2017 & 2018 Full & True Value. I recommend a reduction in value of \$2,297,900 for 2017 and a reduction of \$2,149,400 for 2018.

SUGGESTED MOTION: A motion to approve 2017 & 2018 Full & True Value changes for The Ridge Motel Corporation 2630 Old Red Trail NW as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District
 County of Morton Property I.D. No. 65-4549000
 Name The Ridge Motel Corporation Telephone No.
 Address PO Box 547 Mandan

Legal description of the property involved in this application:
Lot 4 Block 1 Seven Seas



Total true and full value of the property described above for the year 2017 is:

Land	\$	<u>393,700</u>
Improvements	\$	<u>2,840,100</u>
Total	\$	<u>3,233,800</u>

(1)

Total true and full value of the property described above for the year 2017 should be:

Land	\$	<u>150,000</u>
Improvements	\$	<u>746,900</u>
Total	\$	<u>896,900</u>

(2)

X

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

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
- 10. Other (explain) _____

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

1. Purchase price of property: \$ 900,000 Date of purchase: 12-6-18
 Terms: Cash Contract _____ Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? yes Estimated value: \$ _____
yes/no

2. Has the property been offered for sale on the open market? yes If yes, how long? 2 month
yes/no
 Asking price: \$ 1,300,000 Terms of sale: Cash to seller at closing

3. The property was independently appraised: yes Purpose of appraisal: Bank financing to buyer
yes/no
 Market value estimate: \$ 900,000
 Appraisal was made by whom? Jac Thach, Dakota Appraisal

4. The applicant's estimate of market value of the property involved in this application is \$ 900,000

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

X

Applicant asks that _____

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

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

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant Carol Lippert Date 12-27-18

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District

County of Morton

Property I.D. No. 65-4549000

Name The Ridge Motel Corporation

Telephone No. _____

Address PO Box 547 Mandan

Legal description of the property involved in this application:

Lot 4 Block 1 Seven Seas



Total true and full value of the property described above for the year 2018 is:

Land \$ 393,700
Improvements \$ 2,691,600
Total \$ 3,085,300
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$ 150,000
Improvements \$ 746,900
Total \$ 896,900
(2)

X

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

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
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- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
- 10. Other (explain) _____

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Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
- 2. Has the property been offered for sale on the open market? yes If yes, how long? 2 month
yes/no
Asking price: \$ 1,300,000 Terms of sale: Cash to seller at closing
- 3. The property was independently appraised: yes Purpose of appraisal: Bank finance for buyer
yes/no
Market value estimate: \$ 900,000
Appraisal was made by whom? Joe Ibach, Dakota Appraisal
- 4. The applicant's estimate of market value of the property involved in this application is \$ 900,000
- 5. The estimated agricultural productive value of this property is excessive because of the following condition(s): N/A

X

Applicant asks that _____

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

Signature of Preparer (if other than applicant) _____

Date _____

Coral Lippert
Signature of Applicant

12-27-18
Date

TYPE OF PROPERTY HOTEL - SUPER 8

ADDRESS 1405 SKYLINE WAY

LEGAL DESCRIPTION LOT 2, BLOCK 1, MEADOWLARK COM 5TH ADD REPLAT (1458-001-050)

GRANTOR (Seller) SECURITY FIRST BANK OF NORTH DAKOTA

GRANTEE (Buyer) ELEAZER INVESTMENTS INC

DATE 3/12/2018

DOCUMENT NUMBER #869349

SALE PRICE \$2,450,000 + 2,393 SPECIALS = \$2,452,393

SALES PRICE PER SQ FT \$73.76

LOT SIZE	F:	R:	LD:	RD:	TOTAL SF:
	197.89	198	306.72	306.74	60,766

BUILDING SIZE 33,250 SQ FT

YEAR BUILT 2014

ZONING ~~N/A~~ CG

SOURCE OF SALE LIMITED WARRANTY DEED

TYPE OF CONSTRUCTION WOOD

USE OF BUILDING HOTEL/MOTEL

COMMENTS

TYPE OF PROPERTY	MOTEL - SUPER 8
ADDRESS	1124 E CAPITOL AVE
LEGAL DESCRIPTION	PT SE 1/4 OF SEC 28, CITY LANDS 139-80
GRANTOR (Seller)	KSS, LLC
GRANTEE (Buyer)	OMKARA LLC
DATE	6/6/2017
DOCUMENT #	#858019
SALE PRICE	\$2,351,000 + \$7/337 SPEC= \$2,358,337
SALES PRICE PER SQ FT	
LOT SIZE	F- 160', R- 160', L.DEPTH- 200.15', R.DEPTH- 190' (33,947 SF)
BUILDING SIZE	APPX 132.5' X 50.5' (MN 6,965 SF)
YEAR BUILT	1976
ZONING	CG
SOURCE OF SALE	WD / SALE PRICE= STATE ONLY
TYPE OF CONSTRUCTION	2 STORY/ BSMT
USE OF BUILDING	MOTEL
COMMENTS	2ND FLR- 6,965 SF/ SEMI BSMT 6,496 SF // TOTAL 60 UNITS



20 properties found

Property Name	Property Status	Type	Address	City	State	Zip	Price/Sqft	Units	Price/Unit	NOI	Cap Rate	Asking Price
Days Inn JAMND-RQ3440	Active Listing	Hospitality	North Dakota	North Dakota	ND	58401						\$798,000
Northern Plains Inn	Active Listing	Hospitality	1515 22nd Ave SW	Minot	ND	58701	66,797	\$29.19	\$14,338.24	\$124,020	0%	\$1,950,000
Gladstone Inn Suites	Active Listing	Hospitality	111 2nd Street NE	Jamestown	ND	58401			\$24,000			\$2,400,000
Ragged Butte Inn-Alexander	Active Listing	Hospitality	804 Elk Street	Alexander	ND	58831	15,000	\$21.67				\$325,000
Quality Suites	Active Listing	Hospitality	1415 S 35th St	Fargo	ND	58103	28,000	\$67.86				\$1,900,000
1200 Highway 49 North	Active Listing	Hospitality	1200 Highway 49 North	Beulah	ND	58523	19,287	\$77.77				\$1,500,000
Travel Inn	Active Listing	Hospitality	642 12th St W	Dickinson	ND	58601	20,816	\$40.83				\$850,000
Days Inn Columbia Mall Grand Forks	Active Listing	Hospitality	3101 S 34TH ST	Grand Forks	ND	58201			\$32,692.31	\$121,504	7.15%	\$1,700,000
Hampton Inn Suites	Active Listing	Hospitality	2700 SW 8th Ave	Jamestown	ND	58401	60,280	\$91.24				\$5,500,000
Ramada Limited Hotel	Active Listing	Hospitality	3808 Miriam Dr.	Bismarck	ND	58501	37,716	\$86.15				\$2,495,000
Super 8	Active Listing	Hospitality	822 SW 11st St	Valley City	ND	58072	6,000	\$100				\$600,000
Quality Inn Grand Forks	Active Listing	Hospitality	3251 South 30th Avenue	Grand Forks	ND	58201						\$2,100,000
EconoLodge	Active Listing	Hospitality	1401 S 35th St	Fargo	ND	58103	23,120	\$36.76				\$850,000
Rodeway Inn	Active Listing	Hospitality	637 W 12th St	Dickinson	ND	58601	20,774	\$43.31				\$900,000
Relax Inn	Active Listing	Hospitality	529 W 12th St	Dickinson	ND	58601	10,588	\$70.83				\$750,000
Quality Inn	Active Listing	Hospitality	1407 S 35th St	Fargo	ND	58103	28,878	\$62.33				\$1,800,000
Super 8	Active Listing	Hospitality	1101 NW 38th St	Fargo	ND	58102	33,900	\$51.62				\$1,750,000
EconoLodge	Active Listing	Hospitality	3825 SW 9th Ave	Fargo	ND	58103	24,512	\$61.19				\$1,500,000
Blue Water Creek Commercial Land for	Active Listing	Retail	4609 32nd Ave S	Fargo	ND	58104	607,067	\$14				\$8,498,938
Jamestown Motel	Active Listing	Hospitality	1018 4th Ave SW	Jamestown	ND	58401	8,058	\$55.72	\$18,708.33	\$231,000	\$1.45%	\$449,000



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 17, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Engineering Service Agreement Amendment for Southside Street Improvement District

STATEMENT/PURPOSE: To consider amending our Engineering Service Agreement with Moore Engineering to include final design and bid services through bid opening.

BACKGROUND/ALTERNATIVES: At the January 8th City Commission meeting, commission approved the determination of insufficiency of protests and voted to move the project forward to bidding. Moore Engineering has created a scope and fee which has been reviewed by our office as well as our City Attorney to complete all functions needed for final design and to administer the bidding of the project.

ATTACHMENTS:

- 1) Amendment Document with Referenced Attachments

FISCAL IMPACT: The engineering fees would be part of the total project costs and therefore within the total special assessment amounts. Adding the original agreement to this amendment, the total amount for engineering through the bid opening comes to about \$437K. That is roughly 6.9% of the current construction cost estimate of \$6,305K which is within reason for the scale and nature of this project.

STAFF IMPACT: Minimal

LEGAL REVIEW: This agreement along with the attachments was sent to the City Attorney for his review. The comments he had were incorporated into the final version.

RECOMMENDATION: Recommend to amend our Engineering Service Agreement with Moore Engineering to include services through bidding.

SUGGESTED MOTION: Move to amend our Engineering Service Agreement with Moore Engineering to include services through bidding.



2911 North 14th Street
Suite 301
Bismarck, ND 58503

P: 701.751.8360
F: 701.751.2954



January 17, 2019

Justin Froseth, PE
Planning and Engineering Director
City of Mandan
205 2nd Ave NW
Mandan, ND 58554

RE: Letter Agreement – Amendment for Design & Bidding Phase Services
Southside Street Improvement Project
Mandan, ND
MOORE Project No. 20301

Dear Mr. Froseth,

In accordance with the direction received by the Mandan City Council (“Owner”) on January 8, 2019, Moore Engineering, Inc. (MOORE) is pleased to submit our amendment to provide civil engineering services for your reconstruction project.

Project Understanding

BACKGROUND: The City of Mandan hired Moore to complete an engineering study and 30% design plans for the Southside Neighborhood Street and storm sewer project so that the proposed improvement project could be presented to the public. After the project cleared the required public review process, the City of Mandan directed Moore to prepare an amendment to the original engineering agreement to complete final design for the improvement project. It was requested that Moore put together a detailed list of tasks and estimated hours to complete the final design and bidding phases to complete the project. Answers to Moore’s specific questions during this process were provided by City Engineer, Justin Froseth.

GENERAL DESCRIPTION OF PROJECT: The project consists of asphalt street reconstruction which may include milling and overlaying, street reconstruction, crack sealing and chip sealing on streets throughout the 65 block Southside area identified in the attached map. It also includes ADA Ramp improvements, up to 2 blocks of sanitary sewer replacement, approximately 10 blocks of water main replacement and two alternatives for storm sewer improvements. The Scope of the work is more accurately described in the Final Project Concept Report prepared by Moore Engineering on November 30, 2018 and approved by the City of Mandan.

PROJECT OBJECTIVES: MOORE will provide Owner with final design engineering documents and bidding phase services as detailed in the attached scoping and task hours document.

Scope of Work

To meet the project objectives above, MOORE proposes to provide the following services:

1. Final Design Services

- Complete supplemental topographic survey (alleys & specific locations identified for open trench digging.)
- Coordinate supplemental Geotechnical Investigation as needed (assume 20 additional cores in alleys and streets identified for M&O.
- Plan and Profile Sheets for entire identified project – 65 blocks of streets
- Plan sheets for alley re-surfacing – 18 blocks
- Design of Water Main Replacement for approximately 10 blocks
- Design of Sanitary Sewer Extension for 2 blocks
- Design of Storm Sewer Extension (2 Alternates)
- Design Street Improvement Project (65 Blocks)
- Design Alley Rehabilitation Project (18 blocks)
- Identify potential required right-of-way needs.
- Conduct 60% & 90% Plan Submittals and review with owner
- Prepare Drawings and Specifications indicating the scope, extent and character of the Work to be performed and furnished by Contractor as determined by the Report.
 - Traffic Control Plans prepared will offer general traffic control recommendations. No detailed detour plans for specific closures will be prepared in the drawings.
- Prepare Engineer's revised Opinion of Probable Construction Cost based on final plans.
- Prepare and furnish Owner with one (1) set of pre-final bidding documents and Engineer's Opinion of Probable Construction Cost for review.
- Hold up to two (2) meetings with the Public Works Department
- Hold up to two (2) meeting with Park District
- Hold weekly meetings/conference calls (estimated to be 1 hour each) with engineering department.
- Specifications. Make minor revisions based on comments from the Committee.
- Prepare Special Provisions document to supplement City's technical specifications.
- Quality Control Review at 60%, 90% and final review
- Prepare Design Bid Alternates (3) as identified by owner.
- Prepare and furnish Owner with three (3) sets of final bidding documents and final Engineer's Opinion of Probable Construction Cost.
 - Attend one (1) City Council meeting for approval of the final Plans and Specifications.
- Engineer's services under the Design Services phase will be considered complete on the date when the submittals required by this paragraph have been delivered to Owner.
- The number of prime contracts for Work designed or specified by Moore upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are required/desired, Moore shall be entitled to an equitable increase in its compensation under this Agreement.

2. Bidding & Negotiation

- After acceptance by Owner of the bidding documents and the most recent Opinion of Probable Construction Cost as determined in the Design Services phase, and upon written authorization by Owner to proceed, Engineer shall:
 - Upload PDF Bidding Document on Moore's bidding site and maintain a record of prospective bidders to whom Bidding Documents have been issued.
 - Provide Advertisement for Bids to Official Newspaper and Weekly Newspaper for publication for obtaining bids for the Work. The Owner shall pay for the publications.
 - Issue no more than four (4) addenda as appropriate to clarify, correct, or change the bidding documents.

- Evaluating and determining the acceptability of "or equals" and substitute materials proposed by bidders is not included in this scope of work.
- Attend the Bid opening in Mandan and prepare the Bid tabulation.
- Prepare a Recommendation to Award letter, Notice of Award form and Engineer's Statement of Estimated Cost with Total Project Cost, and present documents to City Council for an award of contract.
- Assemble the contracts (up to 5 copies) for the Work between the Owner and Contractor.
 - Provide contractor contract documents for requesting required securities, insurance and other miscellaneous documents.
 - Provide a general review of documents received by contractor to ensure requested documents are received. This review will not be of the content within the documents. We will submit the documents to the City Attorney to review the content within the documents.
 - Provide Owner assembled contracts for execution. Return one (1) fully executed contract to the contractor.
 - The fully executed contract will be assembled into a PDF format and provided to the Owner via email.
- The Bidding & Negotiation phase will be considered complete upon the contracts being fully executed or upon cessation of negotiations with prospective contractors.
- Rebidding, including revisions to the Bidding Documents, is not included in this Scope of Work.

3. Additional Services

- Special Assessment District Services
 - Revisions to proposed preliminary special assessment footage, area, list or methods as directed by owner.
 - Support for city to get revised special assessments costs and/or letters to residents affected by project.
- Professional Land Surveying
 - Boundary Surveys
 - Easement Legal Descriptions
 - It is anticipated that temporary easements will be needed to address ADA ramp improvements in some locations. Moore will identify the locations, and provide the addresses (based on City's GIS parcel map. Moore will complete the temporary construction easement forms (generic copy) and attempt to contact the property owners by sending certified letters requesting execution of the temporary easements. Moore will also attend up to 2 special meetings (up to 1 hour) to meet with homeowners if requested.
 - It is anticipated that permanent right-of-way will be needed from one building that is encroaching on the City's right-of-way. Moore will complete a boundary survey, and property descriptions for the right-of-way acquisition from the property owner.
- Right-of-Way acquisition and/or Negotiation
 - Moore will participate in up to 10 hours of right-of-way negotiation with the land owner on behalf of or in conjunction with the City.
- Additional public information meetings, presentations.
 - It is assumed that 1 additional post-bid public presentation will be requested. Moore will conduct additional meetings at the direction of the owner.

Basis of Proposal

The following items form the basis of this Proposal:

- No environmental permitting or hazard/site assessment is included in this proposal.
- Addressing unknown utility conflicts during design will be considered additional services.
- Hold weekly meetings (Estimate 8 Total: 4 in person and 4 conference call) with engineering department in order to provide updates and request decisions from the City.

- Geotechnical services will be contracted as a subconsultant under Moore Engineering.
- The Special Assessment Commission is responsible to determine the method of how to specially assess each property within the Improvement District. The Engineer only assists in the calculations based on the methods chosen by the Special Assessments Commission.
- The design for street improvements will have a level of effort to address drainage issues known and identified by the Owner and Engineer, but it cannot be expected that all drainage issues will be entirely resolved.
- Proposed street sections used will be based on recommendations provided by the geotechnical engineer. Design will be based on the information obtained from the soil borings. Unknown soil conditions may be encountered during construction, thus a contingency fund will be established to address those areas if encountered.
- Streets not reconstructed will retain their existing profile, cross slopes and ride quality. Streets milled and overlaid typically will have improvements of ride quality.
- The following items are specifically excluded:
 - Detailed Boundary survey to determine existing property lines.
 - Utility Coordination meeting
 - Lighting Design
 - Cultural Resource Work
 - Wetland Delineation
 - Pavement Life Cycle Cost Analysis
- Tasks and estimated hours are included as an attachment that provide further information to the basis of our proposal.
- Construction engineering services are not included. If requested, an amendment to this Agreement for Construction Engineering Services will be provided to the Owner once a construction contract is awarded.

Schedule

MOORE will perform the Scope of Work listed above in accordance the following schedule:

- Notice to Proceed – January 8, 2019
- 60% Design Review Submittal – February 8, 2019
- 90% Design Review Submittal – March 4, 2019
- Final Plans to City of Mandan – March 15, 2019
- Final plans to be presented to the city for approval on March 19, 2019
- Bidding & Negotiation – Bid date tentatively scheduled for April 10, 2019. Owner to approve bids and award a contract on May 7, 2019.

Fee

MOORE will perform the tasks specified in the Scope of Work above for the following:

- Final Design Services – Estimated to be \$270,400
- Bidding & Negotiating – Estimated to be \$17,600
- Miscellaneous Services (As Directed) – Estimated to be \$25,800

Total fees for this agreement is estimated to be \$313,800. **The total contract compensation is a not-to-exceed amount unless approved in writing by the Owner.**

Attachment D includes a full listing of all identified tasks and budgeted hours for each task and is an integral part of this agreement. If a difference arises between the list above and the full list, the information in attachment D will govern.

MOORE will perform the tasks specified in the Scope of Work above on a Category Billing Rate basis using the actual hours worked times the appropriate Category Billing Rate plus the actual direct expenses incurred, including subconsultant fees, times a multiplier of 1.15. Category Billing Rates are provided in ATTACHMENT 1 to this proposal. Category Billing Rates and expense costs listed in ATTACHMENT 1 are valid through the end of the current year. On January 1 in each subsequent year, Category Billing Rates and reimbursable expenses may be adjusted to meet market conditions. If billed to Owner, invoices will be submitted monthly based on the hours of work completed for the Hourly tasks.

Standard Terms and Conditions

Our services will be provided in accordance with the ATTACHMENT 2 "Standard Terms and Conditions for Professional Services," which are integral to this proposal.

Closing

Should you find this Proposal acceptable, please have an authorized representative of the City of Mandan sign the Acceptance portion of this letter below and return one (1) fully executed copy of this Proposal to me. Receipt of a fully executed copy of this Proposal will serve as our Agreement and our Notice to Proceed.

We appreciate the opportunity to submit this Proposal to the City of Mandan and we look forward to working with you on this Project. Should you have any questions or need additional information, please contact me by phone at 701.751.8360 or by email at jjackson@mooreengineeringinc.com.

Sincerely,



Jim Jackson, PE
Senior Project Manager



Lee T. Beauvais, PE
Vice President & C.O.O.

Enclosures: As noted

Acceptance for the City of Mandan

I hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature: _____
Name: Justin Froseth, PE
Title: Planning and Engineering Director
Date: _____
Address for Giving Notices: 205 2nd Ave NW
Mandan, ND 58554

MOORE ENGINEERING, INC.

2019 BILLING SCHEDULE

Effective January 1, 2019

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2019. After December 31, 2019, Hourly Billing Rates will be escalated annually and direct expenses may be adjusted to meet market conditions.

<u>Description</u>		<u>Billing Rate</u>	
		<u>Per Hour</u>	
1	Principal	\$200.00	
2	Senior Project Manager	\$200.00	
3	Senior Professional Engineer	\$195.00	
4	Senior Technical Advisor	\$195.00	
5	Grants and Funding Specialist	\$190.00	
6	Project Manager	\$190.00	
7	Professional Engineer II	\$185.00	
8	Professional Engineer I	\$170.00	
9	Project Coordinator	\$170.00	
10	Municipal Administrative Specialist	\$160.00	
11	Project Engineer	\$155.00	
12	Senior Construction Engineer/Specialist	\$160.00	
13	Construction Engineer/Specialist II	\$150.00	
14	Construction Engineer/Specialist I	\$140.00	
15	Graduate Engineer	\$140.00	
16	Senior Engineering Designer	\$155.00	
17	Engineering Designer II	\$140.00	
18	Engineering Designer I	\$135.00	
19	Expert Witness	\$310.00	
20	Building Codes Administrator	\$140.00	
21	Project Manager Assistant	\$135.00	
22	Engineering Technician III	\$125.00	
23	Engineering Technician II	\$115.00	
24	Engineering Technician I	\$105.00	
25	Drone Operator	\$160.00	
26	CADD Technician III	\$130.00	
27	CADD Technician II	\$125.00	
28	CADD Technician I	\$120.00	
29	Communications Manager	\$170.00	
30	Communications Specialist	\$140.00	
31	GIS Manager	\$170.00	
32	GIS Developer	\$155.00	
33	GIS Programmer III	\$145.00	
34	GIS Programmer II	\$135.00	
35	GIS Programmer I	\$130.00	
36	GIS Technician III	\$130.00	
37	GIS Technician II	\$125.00	
38	GIS Technician I	\$120.00	
39	Senior Land Surveyor	\$175.00	
40	Land Surveyor	\$160.00	
41	Survey Manager	\$145.00	
42	Survey Crew Chief II	\$140.00	
43	Survey Crew Chief I	\$130.00	
44	Survey Technician III	\$105.00	
45	Survey Technician II	\$95.00	
46	Survey Technician I	\$90.00	
47	Human Resources Generalist	\$120.00	
48	Administrative Assistant	\$90.00	
49	Client Service Representative	\$200.00	
50	Marketing Communications Manager	\$170.00	
51	Business Development Manager	\$170.00	
52	Controller	\$165.00	
53	Financial Analyst	\$165.00	
54	IT Manager	\$145.00	
55	Human Resources Manager	\$135.00	
56	IT Technician III	\$115.00	
57	Bookkeeper	\$100.00	
58	Marketing Coordinator	\$100.00	
59	Marketing Assistant	\$85.00	
Travel Expenses	Project Mileage	\$0.65	per mile
	Lodging	Cost * 1.15	
	Meals	Cost * 1.15	
	Per Diem	\$64.00	per day
Survey Supplies	Iron Pins	\$1.25	each
	Fence Posts	\$5.00	each
	Motorized Offroad Vehicles	\$75.00	per day
Miscellaneous	Project Expenses	Cost * 1.15	
	Sub Consultants	Cost * 1.15	

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**1. General**

1.1 The following Standard Terms and Conditions, together with the attached Proposal, constitutes the Agreement between Moore Engineering, Inc. (hereinafter referred to as "ENGINEER") and the person or entity to whom the Proposal is addressed (hereinafter referred to as "OWNER") for the performance of professional and related services. If OWNER requests that ENGINEER begin work prior to OWNER's execution of this Agreement and ENGINEER performs work in accordance with this Agreement, then this Agreement shall constitute the agreement between OWNER and ENGINEER even if OWNER fails to return an executed counterpart of this Agreement to ENGINEER.

1.2 No provision of this Agreement, including without limitation these Standard Terms and Conditions, may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized agent of ENGINEER. OWNER may use its standard business forms (such as purchase orders) to administer any agreement between ENGINEER and OWNER, but use of such forms shall be for convenience purposes only, and any typed provision in conflict with the terms of these Standard Terms and Conditions or ENGINEER's Proposal and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.

1.3 OWNER acknowledges and agrees that ENGINEER's services are on behalf of and for the exclusive use of OWNER and shall consist solely of those services described in ENGINEER's scope of services and shall not be based upon scientific or technical tests or procedures beyond the scope described therein, or the time and budgetary constraints imposed by OWNER. OWNER further acknowledges and agrees that ENGINEER's services require decisions that are not always based upon pure science, but also include judgmental considerations.

2. Standards of Performance

2.1 The standard of care for all professional engineering and related services under this Agreement shall be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the ENGINEER.

2.2 ENGINEER shall perform the professional engineering and related services under this Agreement as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

2.3 Subject to the standard of care set forth in Paragraph 2.1, ENGINEER and its Consultants may use or rely upon design elements in information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and publishers of technical standards.

2.4 ENGINEER shall review laws, rules, regulations, ordinances, codes, and OWNER-mandated standards policies, procedures and instructions provided to the ENGINEER in writing and that are in effect as of the date of this Agreement applicable to the ENGINEER's performance services under this

Agreement subject to the standard of care set forth in Paragraph 2.1 and to the extent compliance is consistent with professional practice requirements. ENGINEER shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. Changes to any laws, rules, regulations, ordinances, codes, OWNER-mandated standards, policies procedures and instructions or requirements of governmental authorities after the effective date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and/or compensation. If, during ENGINEER's review of applicable laws, rules, regulations, ordinances and codes, and OWNER-mandated standards, ENGINEER identifies any conflict between such laws, rules, regulations, ordinances and codes, and OWNER-mandated standards, ENGINEER shall notify OWNER of the nature and impact of such conflict. OWNER agrees to cooperate and work with ENGINEER in an effort to resolve any such conflict.

2.5 ENGINEER shall not be required to sign any document or certification, no matter by whom requested, that would result in ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain, or that extends ENGINEER's duties, responsibilities or liability beyond that contemplated by this Agreement. In the event that ENGINEER executes any such document or certificate, OWNER acknowledges that such execution by ENGINEER shall not operate as a waiver of this provision, but shall be considered a mistake of fact or law. OWNER agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

3. Contingency

3.1 OWNER and ENGINEER acknowledge and agree that certain increased costs and changes may be required as a result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities or inconsistencies in the drawings, specifications and other documents furnished by ENGINEER or contained within other professional services performed or furnished by ENGINEER under this Agreement and, therefore, the final construction cost of the Project may exceed the OWNER's estimated construction cost. Accordingly, OWNER agrees to set aside a reserve in the amount of 3 percent of the estimated construction cost as a contingency to be used as required to pay for such increased costs and changes resulting from the imprecision, incompleteness, errors, omissions, ambiguities or inconsistencies in the drawings, specifications and other documents furnished by ENGINEER or contained within other professional services performed or furnished by ENGINEER. The contingency percentage listed above should be included as a portion of the OWNER's overall construction contingency established to address unforeseen events or circumstances that arise during construction.

3.2 Any responsibility of ENGINEER for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that OWNER would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents or in the Opinion of Probable

Construction Cost and without any other error or omission of ENGINEER related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, ENGINEER is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term ENGINEER includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.

3.3 OWNER further agrees not to sue or make any claim by way of direct or third-party action against ENGINEER for the increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

4. Owner's Responsibilities

4.1 OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of ENGINEER.

4.2 OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement. Nothing in this paragraph shall be construed to require ENGINEER to affirmatively determine the accuracy of information that is prepared for OWNER by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety professionals, and attorneys) who are not engaged directly by ENGINEER.

4.3 OWNER shall provide for ENGINEER's right to enter the property owned by OWNER and/or others in order for ENGINEER to fulfill its services.

4.4 OWNER shall promptly report to ENGINEER any deficiencies or suspected deficiencies in ENGINEER's work or services of which OWNER becomes aware so that ENGINEER may take measures to minimize the consequences of such deficiencies. Upon notice to ENGINEER and by mutual agreement between the parties, ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is attributable to deficiencies in OWNER-furnished information.

5. Environmental Conditions.

5.1 OWNER shall provide (or cause the Site owner to provide) ENGINEER with the identity and location of all subsurface facilities and obstructions on the Site. OWNER agrees to waive any claims against ENGINEER and to indemnify, defend and hold ENGINEER harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by OWNER or others. OWNER assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend ENGINEER from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of ENGINEER; it being the intention of the OWNER to assume

any liability alleged to have resulted from ENGINEER's joint or concurrent negligence.

6. Ownership and Use of Documents

6.1 All original reports, plans, specifications, field data and other documents, whether in written or electronic format, prepared by ENGINEER or ENGINEER's consultants are instruments of professional service (hereinafter collectively referred to as "Documents") and ENGINEER shall retain the ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

6.2 Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed and/or sealed by ENGINEER or ENGINEER's consultants. Files in electronic media format of text, data, graphics or of other types that are furnished by ENGINEER or ENGINEER's consultants to OWNER are only for the convenience of OWNER. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

6.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, OWNER agrees that it will perform acceptance tests or procedures within 60 days after receipt of such data, after which OWNER shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by ENGINEER at no cost to OWNER. However, ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

6.4 When transmitting documents in electronic media or digital format, ENGINEER makes no representations as to long term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those used by ENGINEER for this Project.

6.5 OWNER may make and retain copies of Documents for information and reference in connection with use of the Documents on the Project by OWNER. ENGINEER grant OWNER a limited license to use the Document on the Project subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the Documents. Such limited license shall not create any rights in third parties. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at the user's sole risk. OWNER shall, to the fullest extent permitted by law, indemnify, defend, and hold ENGINEER, its officers, directors, employees, partners, agents and Consultants, harmless from and against any and all claims, suits, judgments, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and defense costs) arising or allegedly arising from out of any unauthorized reuse or modification of said Documents by OWNER or any person or entity for whom OWNER is legally liable without the written authorization of ENGINEER.

6.6 In the event OWNER subsequently reproduces or otherwise uses ENGINEER's Documents or creates a derivative work based upon the Documents, OWNER shall, where

permitted or required by law, remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Documents of the identity of ENGINEER, its employees and consultants.

6.7 Under no circumstances shall delivery of the electronic files for use by OWNER be deemed a sale by ENGINEER, and ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall ENGINEER be liable for any loss of profit or any consequential damages as a result of OWNER's use or reuse of the electronic files.

7. Confidentiality

7.1 "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information.

7.2 In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding ENGINEER's Work Product that is delivered to OWNER or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order.

7.3 OWNER agrees that ENGINEER may use and publish OWNER's name and a general description of the Services provided to OWNER in describing ENGINEER's experience and qualifications to other clients and potential clients.

8. Work Product

8.1 "Work Product" consists of all reports, notes, laboratory test data and other information prepared by ENGINEER for delivery to OWNER. OWNER shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided.

8.2 OWNER may release the Work Product to third parties at its sole risk and discretion; provided, however, ENGINEER shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and OWNER shall indemnify, defend and hold ENGINEER harmless from any and all such claims or damages.

9. Billing and Payment

9.1 Invoices shall be submitted monthly by ENGINEER, are due upon presentation, and shall be considered past due if not paid within 30 days of the invoice date. If payment is not received by ENGINEER within 45 days of the invoice date, OWNER shall pay as interest an additional charge of one percent (1.0%) or the maximum allowable by law, whichever is lower, of the past due amount per month. Payment thereafter

shall first be applied to accrued interest and then to the unpaid principal.

9.2 If OWNER objects to any portion of an invoice, OWNER shall so notify ENGINEER in writing within 10 days of receipt of the invoice. OWNER shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by OWNER on all disputed invoiced amounts resolved in ENGINEER's favor and unpaid for more than 45 days after date of submission.

9.3 In the event legal action is necessary to enforce the payment provisions of this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. If both parties receive judgment in any dollar amount, the court will determine the prevailing party, taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party, and the relative equities between the parties.

9.4 If OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) days' notice to OWNER. ENGINEER shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER.

9.5 Real Estate Improvements: If the services provided under this Agreement result in or could lead to improvement to real estate, ENGINEER reserves the right to file a construction lien against the property/real estate on which these services are being provided for OWNER's failure to make payment for services.

9.6 If and to the extent the time initially established by this Agreement for completion of ENGINEER's services is exceeded or extended through no fault of ENGINEER, compensation for any services rendered during the additional period of time shall be computed in accordance with the additional services provision of this Agreement, or, in the absence thereof, on the basis of ENGINEER's then-current standard hourly billing rates, plus reimbursable expenses at a multiplier of 1.15 times the actual expense incurred by ENGINEER, its employees and consultants, in the interest of the Project.

9.7 Payments Upon Termination.

9.7.1 In the event of any termination under the terms of this Agreement, ENGINEER will be entitled to invoice OWNER for all services performed or furnished and all expenses incurred through the effective date of termination.

9.7.2 In the event of termination by ENGINEER for cause, in addition to invoicing for those items identified in paragraph 9.7.1, above, ENGINEER shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's consultants, and other related close-out costs.

10. Insurance

10.1 During the term of this Agreement, ENGINEER shall maintain not less than the following insurance coverages:

- 10.1.1 Workers' Compensation Insurance – statutory amount
- 10.1.2 Employer's Liability Insurance - \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee
- 10.1.3 Commercial General Liability Insurance - \$1,000,000 per occurrence / \$1,000,000 aggregate
- 10.1.4 Automobile Liability Insurance - \$1,000,000 combined single limit
- 10.1.5 Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 aggregate

10.2 At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage or increased limits that are more protective than those maintained by ENGINEER.

11. Allocation of Risks; Limitation of Remedies

11.1 It is intended by the parties to this Agreement that ENGINEER's services in connection with the Project shall not subject ENGINEER's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, OWNER agrees that as OWNER's sole and exclusive remedy, any claim, demand or suit arising out of ENGINEER's services in connection with the Project shall be directed and/or asserted only against ENGINEER and not against any of ENGINEER's individual employees, officers, or directors.

11.2 In recognition of the relative risks and benefits of the Project to both OWNER and ENGINEER, OWNER agrees, to the fullest extent permitted by law and notwithstanding any other provision in this Agreement, that any liability created by or arising out of this Agreement on the part of ENGINEER to OWNER and any person or entity claiming by, through or under OWNER, for any and all claims, liabilities, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes (including without limitation any attorneys' fees under this Agreement), shall be limited to the lesser of \$100,000 or the total amount of compensation received by ENGINEER hereunder.

11.3 Allocations of risks and limitations of remedies in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including, without limitation, breach of contract or warranty (expressed or implied), tort (including, without limitation, negligence), strict or statutory liability, or any other cause of action. These limitations of remedies will not apply to any losses or damages that have been found by a trier of fact to have been caused by ENGINEER's gross negligence or willful or wanton misconduct. The parties agree that the Owner will not seek damages in excess of the contractually agreed limitations through suits with other parties who may join ENGINEER as a third-party defendant.

11.4 Notwithstanding any other provision in this Agreement, neither ENGINEER nor OWNER shall be liable to the other party for any special, incidental, indirect or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or performance of this Agreement.

12. Certificate of Merit

12.1 OWNER shall make no claim for professional negligence, either directly or in a third-party claim, against ENGINEER unless OWNER has first provided ENGINEER with a written certification executed by an independent design professional currently practicing in the same discipline as ENGINEER and licensed in the state in which the Project is located. This certification shall: (i) contain the name and license number of the certifier; (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances in the same location; and (iii) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to ENGINEER not less than 30 days prior to the presentation of any claim or the institution of any mediation, arbitration, or judicial proceeding.

13. Integration, Severability and Survival

13.1 This Agreement comprises the final and complete agreement between OWNER and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both OWNER and ENGINEER. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.

13.2 All provisions of this Agreement related to assignment, indemnification, limitation of remedies, and limitations on actions, or otherwise allocating responsibility or liability between the parties, shall survive the completion of the services hereunder and the termination of this Agreement and shall remain enforceable between the parties.

14. Assignment

14.1 Neither party to this Agreement may assign, sublet, or transfer any rights or obligations under or interest (including, without limitation, moneys that are due or may become due) in this Agreement, or any claims, causes of action or rights against the other party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement as security, collateral or the source of payment for any notes or liabilities to the Contractor or any other third party; or any control of any claims or causes of action arising from or under this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This section shall not, however, apply to any subrogation rights of any insurer of either party. The provisions of this paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties.

14.2 Notwithstanding the provisions of Section 14.1, above, or any other provision of this Agreement, ENGINEER may assign or otherwise transfer its rights and obligations under this Agreement to any parent, subsidiary, or affiliated company of ENGINEER or to any purchaser of the business of ENGINEER that agrees to assume the obligations of ENGINEER under this Agreement.

15. Suspension of Services

15.1 If the Project is suspended for more than 30 days in the aggregate, ENGINEER shall be compensated for services performed and charges incurred prior to suspension and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than 90 days in the aggregate, ENGINEER may, at its option, terminate this Agreement upon giving notice in writing to OWNER. If OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven days' prior written notice to OWNER. ENGINEER shall have no liability whatsoever to OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by OWNER.

16. Force Majeure

16.1 Neither party shall be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including, but not limited to, any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, fires, floods, vandalism, sabotage or the acts of third parties (a "Force Majeure Event").

16.2 Upon completion of the Force Majeure Event the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

16.3 A Force Majeure Event does not relieve a party from liability for an obligation that arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner that matured prior to the occurrence of that event.

17. Ownership of Waste

17.1 "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated.

17.2 OWNER shall be responsible for the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. OWNER shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow ENGINEER to complete the Services in a timely manner. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of Pre-Existing Waste which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

17.3 OWNER agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste.

18. Termination

18.1 This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

19. Third Party Beneficiaries

19.1 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and not for the benefit of any other party. No other party shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER.

20. Dispute Resolution

20.1 ENGINEER and OWNER will attempt in good faith to resolve through negotiation any dispute, claim, counterclaim, or controversy arising out of or relating to this Agreement (hereafter collectively referred to as "Dispute"). If the Dispute is not resolved by these negotiations, the parties agree to submit any such unresolved Dispute to mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties will share equally in the costs of the mediator. Neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this paragraph may be enforced by any Court of competent jurisdiction.

21. Limitations on Actions

21.1 Causes of action by either party against the other party, however denominated, shall be barred two years from the day ENGINEER's services are completed or ENGINEER otherwise ceases providing the services called for in this Agreement, whichever first occurs.

22. Controlling Law

22.1 This Agreement is to be governed by the laws and regulations of the state in which the project is located, without regard to any choice of law principles that may otherwise have permitted the application of the laws of any other jurisdiction.

23. Interpretation

23.1 The parties expressly agree that this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

24. Notices

24.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address as listed in the Agreement and given personally, by registered or certified mail post prepaid or by a commercial courier service. All notices shall be effective upon the date of receipt

End of Standard Terms and Conditions for Professional Services



v3.03-30-2018

Project Name:	Southside Street Project
Project Number:	20301
Date:	1/16/2019
Client:	City of Mandan

<i>MARKUP % (15% default for STANDARD billing rates)</i>	<i>MARKUP % (15% default for STANDARD billing rates)</i>	<i>PRICE PER MILE (\$0.65 default)</i>
15%	15%	\$0.65

TASK NO.	WORK TASK DESCRIPTION	Group Name	Defined Limits	LABOR TOTAL (WIP)	SUBCONSULTANT	MISC EXPENSE	MILEAGE	PER DIEM	TASK TOTAL
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300 Final Design Phase Services

<u>Revisions to Phase 1 Services: Study and Preliminary Design Phase</u>									
300.001	Phase 1: Revise Storm Assess Changes (Land Use Factors)		DONE	\$11,668					\$11,668
300.002	Phase 1: Additional Meetings/Presentations (4 mtgs/2 Pres.)		DONE	\$5,755					\$5,755
300.003	Phase 1: Add Alleys/FAQ/Grant Funding		DONE	\$5,640					\$5,640
300.004	Phase 1: Scope Overrun Due to Changes		DONE	\$5,175					\$5,175
<u>Final Design Phase Services</u>									
300.005	Supplemental Topographic Survey (Alleys)		DONE	\$8,025					\$8,025
300.006	Planning/Scoping/QC of Design Phase Amendment		DONE	\$2,530					\$2,530
300.007	Weekly Project Management Mtgs (PM/Muni/WR)		8 Weeks (0.5 hours each), WR Group at 50%	\$4,050					\$4,050
300.008	Design Mtgs with Owner (Includes Prep and Follow up)		Assume: 4 in Mandan, 4 Conference Calls	\$9,040					\$9,040
300.009	Separate Meetings with Park Board Staff and Board		Assume 2 Total (Prep, Follow Up, Integration)	\$1,920					\$1,920
300.010	Supplemental Geotech Investigation (Corings)		Assume 20 Additional Corings (Alleys/Streets)	\$1,750	\$4,600				\$6,350
300.011	Set Up Plan & Profiles Sheets		Assume 65 Blocks, 18 Alleys	\$8,310					\$8,310
300.012	Mass Grading: Drainage Ditches, C&G FL's			\$4,190					\$4,190
300.013	Storm Sewer System Design			\$10,535					\$10,535
300.014	Storm Sewer System Design - Alternate			\$6,705					\$6,705
300.015	Storm Structure/Cover/Lid Tables - Elevations/Types		Assume 2 Separate Tables for Alternate	\$3,035					\$3,035
300.016	ADA Ramp & Sidewalk Spot Repair Design			\$8,015					\$8,015
300.017	Street Design - 65 Blocks		M&O, Replacement, Patching, Limits, Saw Cutting	\$15,000					\$15,000
300.018	Alley Design - 18 Blocks		M&O, Replacement, Patching, Limits, Saw Cutting	\$9,820					\$9,820
300.018	Prepare Typical Sections: Rural and Urban			\$1,535					\$1,535
300.019	Removals, Phasing Plan, Closures		Assume School & Rec Field will have Milestones	\$2,170					\$2,170
300.020	SWPPP & Traffic Control			\$3,175					\$3,175
300.021	Striping Plan for Crosswalks - School, Park Entrances			\$3,435					\$3,435

Note: All items that contain no hours are EXCLUDED from the Proposal.
 Q:\Projects\2000\20300\20301 MandanND StreetReconstructSouth\002-Bid and Proposal\02-Engineering Agreement (Rp)\Phase #2 - Design Phase\Final\FINAL_Mandan Streets TaskHours_2018Rates.x



v3.03-30-2018

Project Name:	Southside Street Project
Project Number:	20301
Date:	1/16/2019
Client:	City of Mandan

<i>MARKUP % (15% default for STANDARD billing rates)</i>	<i>MARKUP % (15% default for STANDARD billing rates)</i>	<i>PRICE PER MILE (\$0.65 default)</i>
15%	15%	\$0.65

TASK NO.	WORK TASK DESCRIPTION	Group Name	Defined Limits	LABOR TOTAL (WIP)	SUBCONSULTANT	MISC EXPENSE	MILEAGE	PER DIEM	TASK TOTAL
300.022	Details			\$4,310					\$4,310
300.023	Cover, General Notes, Legend			\$3,235					\$3,235
300.024	School: Separate Meetings with School		Assume 1: Discuss Milestones, Scope, Pedestrian A	\$790					\$790
300.025	Public Works: Separate Meetings with Public Works		Assume 2: Inlet Locating for PW Facility, WM/SS Pla	\$1,580					\$1,580
300.026	Public Works: Water System Design: Main, Services, GV's,			\$7,620					\$7,620
300.027	Public Works: Sanitary System Design: Main, Manholes, Services			\$3,095					\$3,095
300.028	Park Board: Parking Lot Access Roads			\$5,740					\$5,740
300.029	Park Board: Lot Design (Grading, Drainage Imp.'s, Typical			\$7,210					\$7,210
300.030	Park Board - Striping Plan - 3 Parking Lot Areas			\$4,990					\$4,990
300.031	Park Board - Erosion Control			\$2,570					\$2,570
300.032	Prepare 60% Design Phase Documents for Owner			\$4,990					\$4,990
300.033	Revise 60% Design Phase Documents			\$3,360					\$3,360
300.034	Establish Owner requirements for contracting, insurance			\$735					\$735
300.035	Prepare final Drawings and Specifications			\$19,660					\$19,660
300.036	Site Visits		Assume 2	\$3,720					\$3,720
300.037	QMP Review (60%, 90%, Final)		PM PL (Manual) and PE2 (Plans)	\$12,020					\$12,020
300.038	Assist Owner in assembling known reports or drawings of site conditions			\$1,630					\$1,630
300.039	Prepare Project Manual			\$9,480					\$9,480
300.040	Prepare Special Provisions to City's Tech Specs			\$4,620					\$4,620
300.041	Prepare 90% Design Phase Documents For Owner			\$4,990					\$4,990
300.042	Revisions to 90% Phase Documents			\$3,360					\$3,360
300.043	Tabulate Final Quantities			\$8,030					\$8,030
300.044	Revise Opinion of Cost			\$3,070					\$3,070
300.045	Provide Final Bid Tabulation			\$2,295					\$2,295
300.046	Alternate Bid Tab for Alley Repaving			\$825					\$825
300.047	Alternate Bid Tab for Pavement Sections			\$825					\$825

Note: All items that contain no hours are EXCLUDED from the Proposal.



v3.03-30-2018

Project Name: Southside Street Project

Project Number: 20301

Date: 1/16/2019

Client: City of Mandan

MARKUP % (15% default for STANDARD billing rates)	MARKUP % (15% default for STANDARD billing rates)	PRICE PER MILE (\$0.65 default)
15%	15%	\$0.65

TASK NO.	WORK TASK DESCRIPTION	Group Name	Defined Limits	LABOR TOTAL (WIP)	SUBCONSULTANT	MISC EXPENSE	MILEAGE	PER DIEM	TASK TOTAL
300.048	Alternate Bid Tab for Smaller Storm Sewer			\$825					\$825
300.049	Tech Memo for Storm Sewer Alternate - Undersizing			\$3,410					\$3,410
300.050	Final Plan Assembly, Signing, PDFing, Reproduction			\$5,380					\$5,380
SUBTOTAL - PHASE 300				265843	4600				270443
330 Bidding Phase Services									
330.001	Weekly Project Management Mtgs (PM/Muni/WR)		Assume 2 Total: 0.5 Hrs Each	\$930					\$930
330.002	Mtgs with Owner, Review Contractor Requests		Assume: 4 Conference Calls	\$1,530					\$1,530
330.003	Add for Bid, Coordinate Builders Exchange's/Publications			\$680					\$680
330.004	Upload Plans for Bidding, Quest CDN			\$1,960					\$1,960
330.005	Answer Bidder questions, establish equals		21 Days, Assume 20 Calls, 5 Equals	\$3,840					\$3,840
330.006	Prepare and issue addenda	Muni	Assume 4 Addenda	\$3,860					\$3,860
330.007	Attend Bid Opening, prepare bid tab, recommend award			\$1,320					\$1,320
330.008	Provide information needed by Owner during reviews or negotiations			\$170					\$170
330.009	Consult Owner on contractor qualification		Assume single General Contractor	\$195					\$195
330.010	Consult Owner on subcontractor, supplier, and others qualifications			\$790					\$790
330.011	Assembly of contracts, review contractor documents, issue Notice of Awards		Assume single General Contractor	\$2,315					\$2,315
SUBTOTAL - PHASE 330				17590					17590
600 Miscellaneous Services - Estimated Cost if Directed									

Note: All items that contain no hours are EXCLUDED from the Proposal.



v3.03-30-2018

Project Name: Southside Street Project

Project Number: 20301

Date: 1/16/2019

Client: City of Mandan

MARKUP % (15% default for STANDARD billing rates)	MARKUP % (15% default for STANDARD billing rates)	PRICE PER MILE (\$0.65 default)
15%	15%	\$0.65

TASK NO.	WORK TASK DESCRIPTION	Group Name	Defined Limits	LABOR TOTAL (WIP)	SUBCONSULTANT	MISC EXPENSE	MILEAGE	PER DIEM	TASK TOTAL
600.001	Land Surveying/Boundary/Easement Descriptions	Surv	Estimate 4 BLK Corners Needed	\$9,250					\$9,250
600.002	Revise Assessment District Calculations/Letters	Muni	Conservative Estimate	\$7,860					\$7,860
600.003	Supplemental Public Meetings - Post Bid	PM	Prep, Presentation, Council	\$3,760					\$3,760
600.004	Support: Right-of-Way Acquisition/Negotiations	PM	Assume 4	\$4,960					\$4,960
600.005									
600.006									
600.007									
600.008									
600.009									
600.010									
600.011									
600.012									
600.013									
600.014									
600.015									
SUBTOTAL - PHASE 600									
<i>Phase</i>				LABOR TOTAL (WIP)	SUBCONSULTANT	MISC EXPENSE	MILEAGE	PER DIEM	

Note: All items that contain no hours are EXCLUDED from the Proposal.



v3.03-30-2018

Project Name: Southside Street Project

Project Number: 20301

Date: 1/16/2019

Client: City of Mandan

MARKUP % (15% default for STANDARD billing rates)	MARKUP % (15% default for STANDARD billing rates)	PRICE PER MILE (\$0.65 default)
15%	15%	\$0.65

TASK NO.	WORK TASK DESCRIPTION	Group Name	Defined Limits	LABOR TOTAL (WIP)	SUBCONSULTANT	MISC EXPENSE	MILEAGE	PER DIEM	TASK TOTAL
	Minot/Bismarck Billing Rates		COST/HOUR	N/A	N/A	N/A	N/A	N/A	
	Final Design Phase Services	300 HOURS	COST	1708 \$265,843	N/A \$4,600	N/A	N/A	N/A	\$270,443
	Bidding Phase Services	330 HOURS	COST	116 \$17,590	N/A	N/A	N/A	N/A	\$17,590
	Miscellaneous Services - Estimated Cost if Directed by Owner	600 HOURS	COST	156 \$25,830	N/A	N/A	N/A	N/A	\$25,830
	TOTALS	HOURS	COST	1,980 \$309,263	\$4,600				\$313,863
	Contingencies				Enter Contingency % if any (default is 0%)				
PROJECT GRAND TOTAL									\$313,863

Note: All items that contain no hours are EXCLUDED from the Proposal.

Q:\Projects\20000\20300\20301 MandanND StreetReconstructSouth\002-Bid and Proposal\02-Engineering Agreement (Rp)\Phase #2 - Design Phase\Final\FINAL_Mandan Streets TaskHours_2018Rates.x



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 16, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM, Principal Planner
SUBJECT: Second and Final Consideration of Ordinance 1305 Related to the Annexation/Zone Change and Minor Plat Surrounding a Correction to a Portion of Macedonia Hills 1st Addition

STATEMENT/PURPOSE: Consider approval of the second and final consideration of Ordinance 1305 related to the annexation and zone change surrounding a correction to a portion of Macedonia Hills 1st Addition. In addition, consider the approval of a minor plat that addresses the necessary correction.

BACKGROUND/ALTERNATIVES: This is a correction to a plat (Macedonia Hills 1st Addition) where an incorrect reference line was used to establish the legal description for the subdivision affecting Lot 19, Block 1 and Lots 2-4, Block 6 of Macedonia Hills 1st Addition. Since the portion of property in question is outside city limits and the default zoning for all annexed and platted land is R-7 Residential, the application requires annexation, a zone change, and minor plat.

Planning and Zoning Commission unanimously recommended approval of the annexation and zone change. City Commission approved the first consideration of the annexation and zone change on January 8, 2019.

ATTACHMENTS:

- Exhibit 1 – Illustration of Subject Area
- Exhibit 2 – Legal Description of Annexation and Zone Change
- Exhibit 3 – Aerial
- Exhibit 4 – DRAFT Ordinance 1305 – Annexation and Zone Change Surrounding a Correction to a Portion of Macedonia Hills 1st Addition
- Exhibit 5 – Replat of Lots 19 Block 1 & 2-4 Block 6, Macedonia Hills 1st Addition

Board of City Commissioners

Agenda Documentation

Meeting Date: January 22, 2019

Subject: Second and Final Consideration of Ordinance 1305 Related to the Annexation/Zone Change and Minor Plat Surrounding a Correction to a Portion of Macedonia Hills 1st Addition.

Page 2 of 2

FISCAL IMPACT: N/a

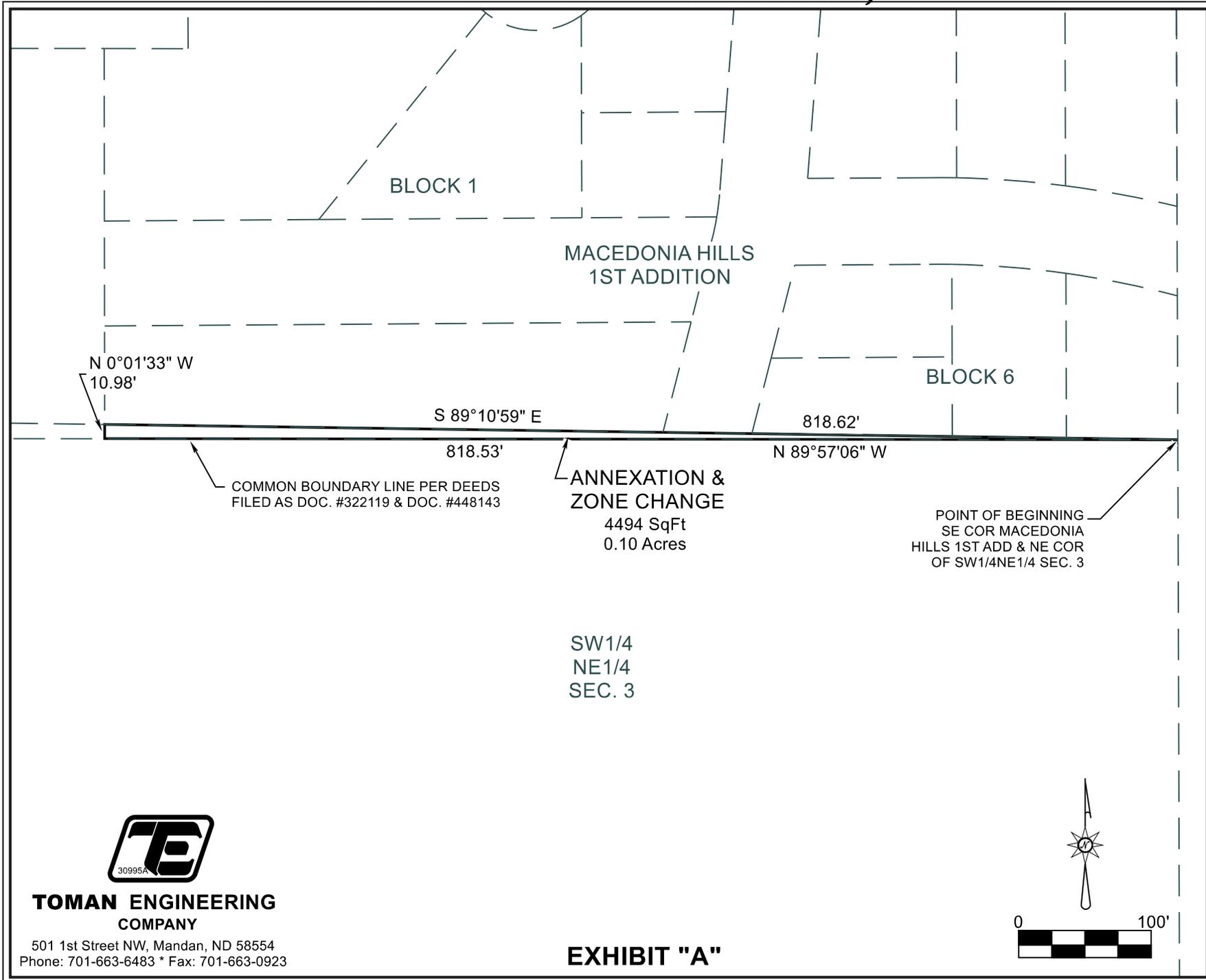
STAFF IMPACT: N/a

LEGAL REVIEW: This document has been sent to Attorney Brown for his review.

RECOMMENDATION: The Engineering and Planning Department and Planning and Zoning Commission recommend approval of Ordinance 1305 as presented in Exhibit 4 and the minor plat as presented in Exhibit 5.

SUGGESTED MOTION: I move to approve Ordinance 1305 as presented in Exhibit 4 and the minor plat as presented in Exhibit 5.

EXHIBIT 1 - ILLUSTRATION OF SUBJECT AREA



**TOMAN ENGINEERING
COMPANY**

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

EXHIBIT "A"

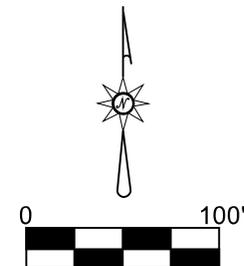


EXHIBIT 2 - LEGAL DESCRIPTION

ANNEXATION & ZONE CHANGE – MACEDONIA HILLS REPLAT

A tract of land being a part of the SW1/4 of the NE1/4 of Section 3, Township 138 North, Range 81 West of the 5th Principal Meridian, Morton County, North Dakota, being more particularly described as follows:

Beginning at the southeast corner of Macedonia Hills First Addition of the City of Mandan, Morton County, North Dakota, said point also being the northeast corner of the SW1/4 of the NE1/4 of Section 3, T138N-R81W; thence North 89°57'06" West along the common boundary line per deeds filed as Document No. 322119 and Document No. 448143 for 818.53 feet; thence North 00°01'33" West for 10.98 feet to the southwest corner of said Macedonia Hills First Addition; thence South 89°10'59" East along the south boundary line of said Macedonia Hills First Addition for 818.62 feet to the Point of Beginning. Said tract of land containing 4,494 SqFt (0.10 Acres), more or less.

EXHIBIT 3 - AERIAL

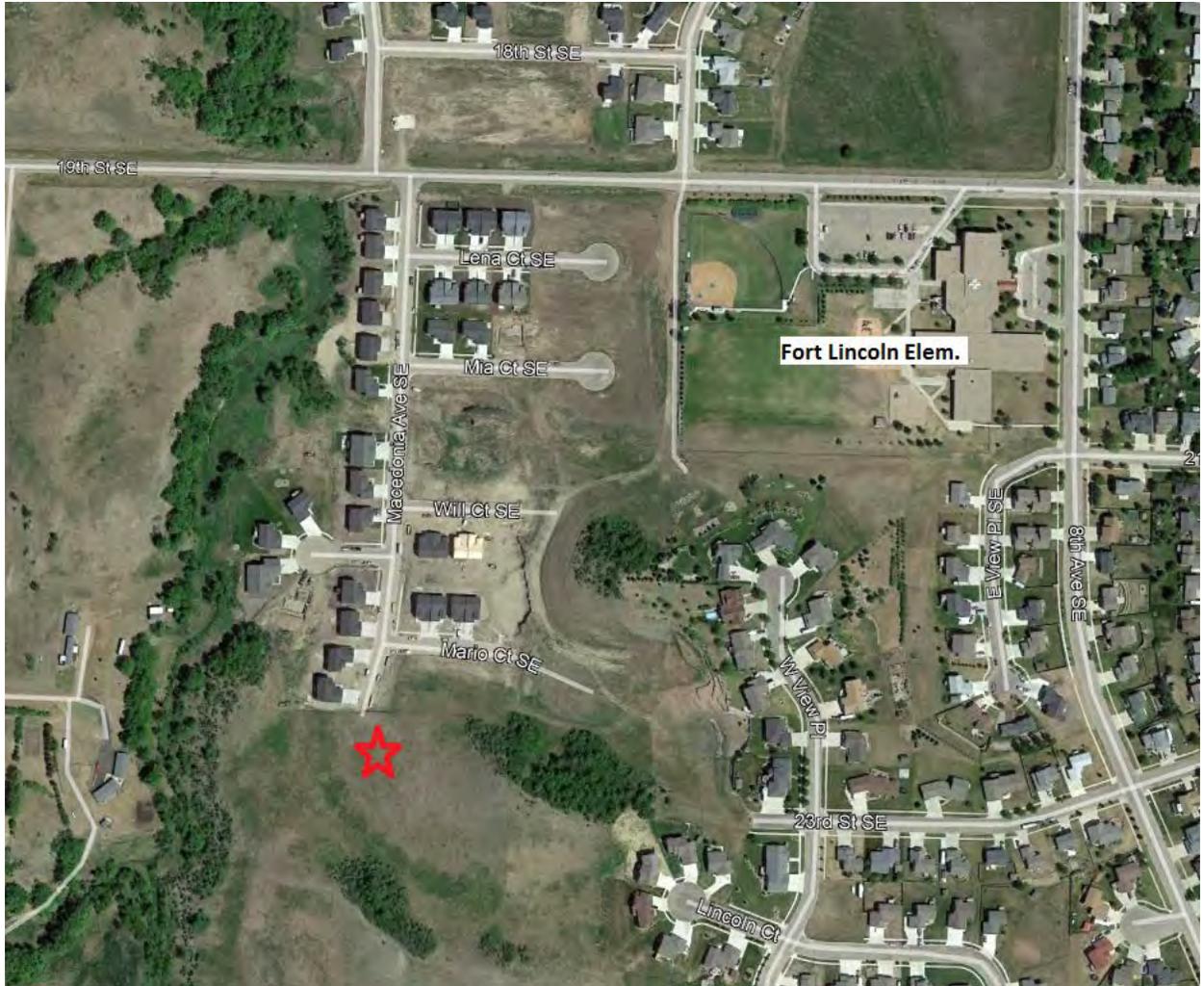


EXHIBIT 4 - DRAFT ORDINANCE

ORDINANCE NO. 1305

AN ORDINANCE TO EXERCISE THE POWERS OF THE CITY AS OUTLINED IN THE CODE OF ORDINANCES OF THE CITY OF MANDAN, NORTH DAKOTA PART 1, ARTICLE 3 (O) RELATED TO ANNEXATION.

AND

AMEND AND REENACT SECTION 105-2-2 RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.

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

SECTION 1. EXERCISE OF THE POWERS OF THE CITY – ANNEXATION

The following described property shall be incorporated into the City of Mandan, North Dakota:

A tract of land being a part of the SW1/4 of the NE1/4 of Section 3, Township 138 North, Range 81 West of the 5th Principal Meridian, Morton County, North Dakota, being more particularly described as follows:

Beginning at the southeast corner of Macedonia Hills First Addition of the City of Mandan, Morton County, North Dakota, said point also being the northeast corner of the SW1/4 of the NE1/4 of Section 3, T138N-R81W; thence North 89°57'06" West along the common boundary line per deeds filed as Document No. 322119 and Document No. 448143 for 818.53 feet; thence North 00°01'33" West for 10.98 feet to the southwest corner of said Macedonia Hills First Addition; thence South 89°10'59" East along the south boundary line of said Macedonia Hills First Addition for 818.62 feet to the Point of Beginning. Said tract of land containing 4,494 SqFt (0.10 Acres), more or less.

SECTION 2. AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended as follows:

The following described property shall be changed from A Agricultural to R3.2 Residential:

A tract of land being a part of the SW1/4 of the NE1/4 of Section 3, Township 138 North, Range 81 West of the 5th Principal Meridian, Morton County, North Dakota, being more particularly described as follows:

Beginning at the southeast corner of Macedonia Hills First Addition of the City of Mandan, Morton County, North Dakota, said point also being the northeast corner of the SW1/4 of the NE1/4 of Section 3, T138N-R81W; thence North 89°57'06" West along the common boundary line per deeds filed as Document No. 322119 and Document No. 448143 for 818.53 feet; thence North 00°01'33" West for 10.98 feet to the southwest corner of said Macedonia Hills First Addition; thence South 89°10'59" East along the

south boundary line of said Macedonia Hills First Addition for 818.62 feet to the Point of Beginning. Said tract of land containing 4,494 SqFt (0.10 Acres), more or less.

SECTION 3. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city principal planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

Tim Helbling, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

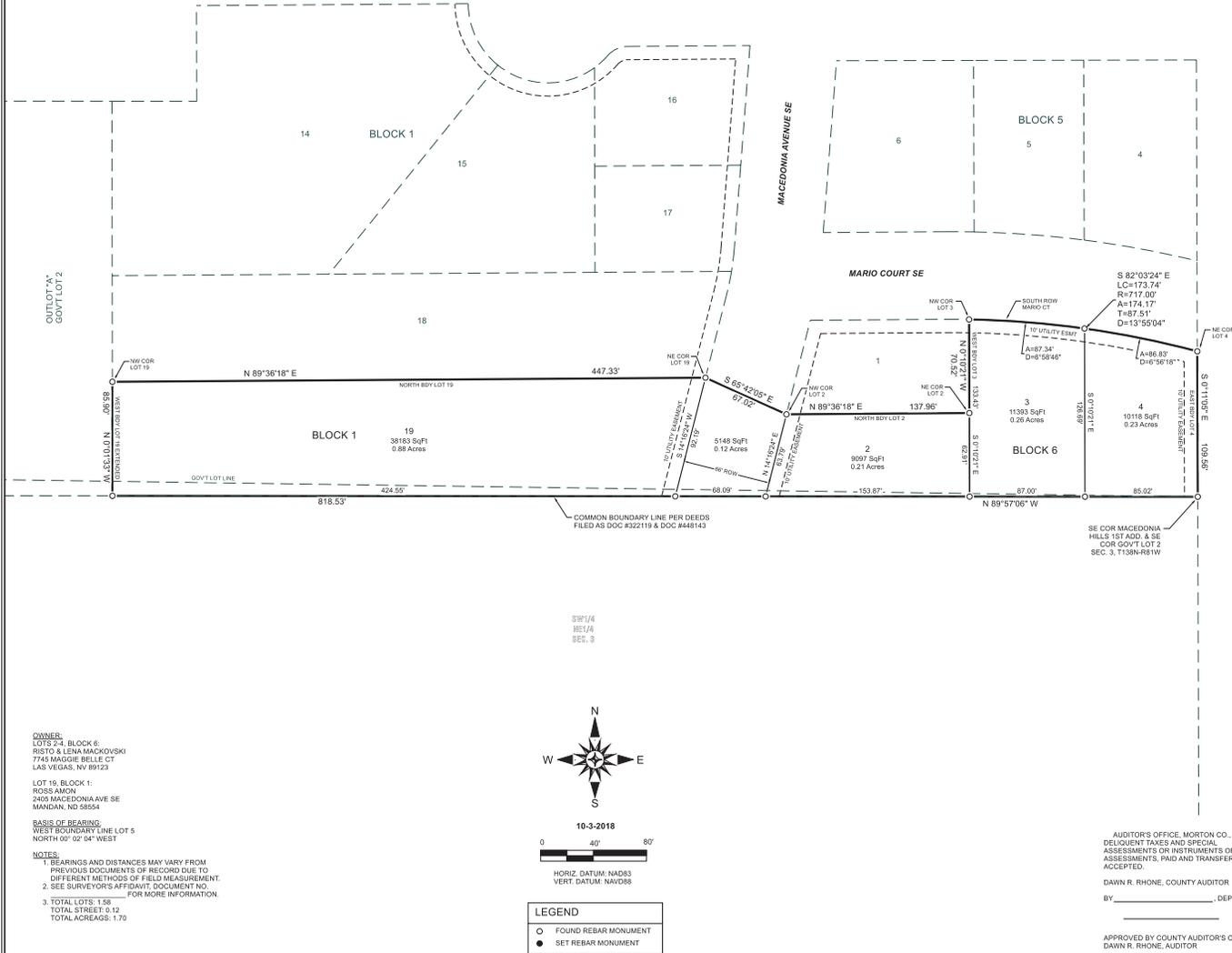
Public Hearing:
First Consideration:
Second Consideration and Final Passage:

January 8, 2018
January 8, 2018
January 22, 2018

EXHIBIT 5 - MINOR PLAT

REPLAT OF LOTS 19 BLOCK 1 & 2-4 BLOCK 6, MACEDONIA HILLS 1ST ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
 ALL OF LOT 19, BLOCK 1, LOTS 2-4, BLOCK 6 AND A PORTION OF MACEDONIA AVENUE SE, MACEDONIA HILLS FIRST ADDITION
 OF GOVERNMENT LOT 2 AND A PART OF THE SW1/4 OF THE NE1/4, SECTION 3, T138N-R81W OF THE CITY OF MANDAN,
 MORTON COUNTY, NORTH DAKOTA



DESCRIPTION OF PROPERTY
 A TRACT OF LAND BEING ALL OF LOT 19, BLOCK 1, LOTS 2-4, BLOCK 6, MACEDONIA HILLS FIRST ADDITION OF GOVERNMENT LOT 2 AND PART OF THE SW1/4 OF THE NE1/4 OF SECTION 3, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF MACEDONIA HILLS FIRST ADDITION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 OF SECTION 3, T138N-R81W, THENCE NORTH 89°37'00" WEST ALONG THE COMMON BOUNDARY LINE PER DEEDS FILED AS DOCUMENT NO. 322119 AND DOCUMENT NO. 44843 FOR 818.53 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID MACEDONIA HILLS FIRST ADDITION EXTENDED SOUTH, THENCE NORTH 60°19'33" WEST ALONG SAID WEST BOUNDARY LINE EXTENDED SOUTH FOR 65.90 FEET TO THE NORTHWEST CORNER OF LOT 19, BLOCK 1 OF SAID MACEDONIA HILLS FIRST ADDITION, THENCE NORTH 89°36'18" EAST ALONG THE NORTH BOUNDARY LINE OF SAID LOT 19 FOR 447.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 6 OF SAID MACEDONIA HILLS FIRST ADDITION, THENCE NORTH 88°36'18" EAST ALONG THE NORTH BOUNDARY LINE OF SAID LOT 2 FOR 137.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE WEST BOUNDARY LINE OF LOT 3, BLOCK 6 OF SAID MACEDONIA HILLS FIRST ADDITION, THENCE NORTH 00°12'01" WEST ALONG SAID WEST BOUNDARY LINE FOR 70.52 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON A POINT OF THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 717.20 FEET, THENCE ALONG SAID CURVE TO THE RIGHT THE CHORD OF WHICH BEARS SOUTH 87°25'23" EAST, 173.14 FEET AN ARC LENGTH OF 174.17 FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK 6 OF SAID MACEDONIA HILLS FIRST ADDITION, THENCE SOUTH 00°11'05" EAST ALONG THE EAST BOUNDARY LINE OF SAID LOT 4 FOR 109.58 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING 1.70 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE
 I, ANDREA L. MARQUARDT, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 4623, 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 HUNDRETHS 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.

ANDREA L. MARQUARDT, RLS 4623

STATE OF NORTH DAKOTA)
 COUNTY OF MORTON) SS

ON THIS ____ DAY OF _____, 2018, THERE APPEARED BEFORE ME ANDREA L. MARQUARDT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT SHE EXECUTED THE SAME AS HER OWN FREE ACT AND DEED.

MARNEY 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 OF 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 FOR WATER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OF SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENTS".

LOT 2-4, BLOCK 6

WARD SPASOVSKI
 POWER OF ATTORNEY, RISTO MACKOVSKI

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2018.

 NOTARY PUBLIC
 COUNTY, _____
 MY COMMISSION EXPIRES: _____

LOT 19, BLOCK 1

ROSS AMAN

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2018.

 NOTARY PUBLIC
 COUNTY, _____
 MY COMMISSION EXPIRES: _____

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 GROUNDS AS SHOWN HEREON WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, AND 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, NORTH DAKOTA, HAS TAKEN BY RESOLUTION THIS ____ DAY OF _____, 2018.

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

I, JUSTIN FROSTEN, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "REPLAT LOT 19, BLOCK 1 & LOTS 2-4, BLOCK 2, MACEDONIA HILLS 1ST ADDITION" OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEKED PLAT.

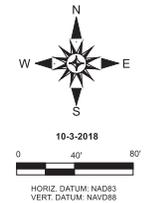
JUSTIN FROSTEN

OWNER:
 LOTS 2-4, BLOCK 6
 RISTO & LENA MACKOVSKI
 7745 MAGGIE BELLE CT
 LAS VEGAS, NV 89123

LOT 19, BLOCK 1:
 ROSS AMON
 2405 MACEDONIA AVE SE
 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 ON RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
 2. SEE SURVEYOR'S AFFIDAVIT, DOCUMENT NO. _____ FOR MORE INFORMATION.
 3. TOTAL LOTS: 136
 TOTAL STREETS: 612
 TOTAL ACRES: 1.70



LEGEND
 ○ FOUND REBAR MONUMENT
 ● SET REBAR MONUMENT

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

Laughing Sun Brewing Company
1023 East Front Avenue
Bismarck, ND 58504

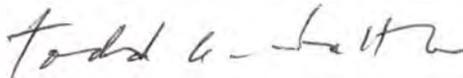
January 16, 2019

Mayor Helbling and Commissioners
Mandan City Hall
205 2nd Ave. NW
Mandan, ND 58554

Dear Mayor Helbling and Commissioners:

At the direction of the Mandan City Administrator, I am writing to confirm that Laughing Sun Brewing Company LLC has acquired all of the ownership interest in Taylor Made BBQ LLC, which operated a restaurant at 316 North Main Street in Mandan and served beer at the restaurant under a Class F liquor license, issued by the City of Mandan. We wish to be placed on the consent agenda for the next Commission meeting on January 22, 2019, so that we may operate under the existing license, with the new ownership, and at the same location.

Sincerely,



Todd Sattler
Owner, Laughing Sun Brewing Company LLC



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 16, 2019
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief J. Ziegler
PRESENTER: Chief J. Ziegler
SUBJECT: Drug Enforcement Agency (DEA) Task Force Agreement

STATEMENT/PURPOSE: To consider entering into an agreement with the Federal DEA to have our officer assigned to the Metro Area Narcotic Task (MANTF) become a part of the DEA Task Force.

BACKGROUND/ALTERNATIVE: The City of Mandan is a member of the Metro Area Narcotic Task Force (MANTF) and currently has assigned one officer as a MANTF agent. Due to the complexity of drug case investigations it requires many different resources to bring a case to prosecution. One of these resources is assigning our MANTF agent to the DEA Task Force. This will provide our agent the access to the federal system for investigating crimes in the Metro area.

ATTACHMENTS: DEA Task Force Agreement

FISCAL IMPACT: Reimbursement of overtime hours up to \$18,343.75 per year when Mandan Police Department agent is working cases with a drug nexus. This agreement states in line 6 that the agreement shall not include any cost for benefits, such as retirement, FICA, and other expenses, therefor will only cover the overtime specifically.

STAFF IMPACT: MANTF agent scope will also include DEA investigative alternatives.

LEGAL REVIEW: Attorney Brown reviewed

RECOMMENDATION: Recommendation to Approve this Agreement

SUGGESTED MOTION: Move to Approve the DEA Task Force Agreement for the Agent assigned to the MANTF.



U. S. Department of Justice
Drug Enforcement Administration
Omaha Field Division
Office of the Special Agent in Charge
2707 North 108 Street, Suite D-201
Omaha, Nebraska 68164

www.dea.gov

December 17, 2018

Chief Jason J. Ziegler
Mandan Police Department
205 1st Avenue NW
Mandan, North Dakota 58554

Dear Chief Ziegler:

Enclosed please find the Task Force Agreement for the investigator you have assigned to the Omaha Field Division as well as the OJP Form 4061/6.

If you concur with this Task Force Agreement, please sign and return it along with the OJP Form 4061/6 to my office by January 1, 2019. DEA requires signatures on this agreement before payment can be made. Upon my signature, a copy will be returned to your office for your files.

DEA invoices for reimbursement can be emailed to Invoice.Omaha@usdoj.gov or mailed to:

Drug Enforcement Administration
Attn: Fiscal Department
2707 North 108 Street, Suite D-201
Omaha, Nebraska 68164

Submitted invoices must include an invoice number; invoice date; and officer's name, overtime rate, and daily overtime hours paid. Invoices claiming an indirect personnel cost will not be paid and will be returned to your agency. Please be advised your Dun & Bradstreet number must be registered and active in the System Award Management (SAM) in order for invoices to be processed for payment.

Should you have any questions or comments, please have your staff contact Program Support Specialist Brandy Payne at 402-964-7564 or via email at Brandy.L.Payne@usdoj.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darin T. Thimmesch".

Darin T. Thimmesch
Acting Special Agent in Charge

Enclosures: Task Force Agreement
OJP Form 4061/6

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of January, 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Mandan Police Department (hereinafter "MPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the North Dakota area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of North Dakota, the parties hereto agree to the following:

1. The Fargo Resident Office Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the North Dakota area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of North Dakota.
2. To accomplish the objectives of the Fargo Resident Office Task Force, the MPD agrees to detail one (1) experienced officer(s) to the Fargo Resident Office Task Force for a period of not less than two years. During this period of assignment, the MPD officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The MPD officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The MPD officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Fargo Resident Office Task Force, DEA will assign five (5) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and MPD officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Fargo Resident Office Task Force, the MPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the MPD for overtime payments made by it to MPD officer(s) assigned to the Fargo Resident Office Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,343.75), per officer. *Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."*
7. In no event will the MPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The MPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The MPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The MPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.
10. The MPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The MPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The MPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the MPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the MPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2019. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by MPD during the term of this agreement.

For the Drug Enforcement Administration:

Darin T. Thimmesch
Acting Special Agent in Charge

Date: _____

For the Mandan Police Department:

Jason J. Ziegler
Chief

Date: _____

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW, Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 17, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: NDDOT I-94 Resurface Project, Budget Amendment and CPM Agreement

STATEMENT/PURPOSE: To consider approval of the Cost Participation and Maintenance (CPM) Agreement for this project. The project would be primarily on the I-94 and I-194 interstate roadways. However, some of the improvements would take place on Highway 810, which is the segment known as Expressway and south of Memorial Highway to the Expressway bridge. This Highway 810 segment is part of the arterial roadway system in which the city has 10% funding participation responsibility, therefore the need for the CPM agreement through this stretch.

BACKGROUND/ALTERNATIVES: At the January 8th meeting, Commission moved to table the execution of the CPM and the budget amendment. Commission requested more explanation as to why the estimate for Mandan was increased by 190% from June to December. After some more discussions with DOT staff, they were able to expand on increase of the local estimated cost. The increase has more to do with the costs not being shown as Mandan's share originally as it should have been. More specifically, the bridge structure work was all shown as only the DOT costs with no local share. However, since the McKenzie bridge work is part of the Highway 810 system, it has that local cost share component to it.

As part of the conversation, we have asked the DOT staff what would happen to the project if Mandan did not agree to the CPM agreement. The DOT staff we talked to could not say definitely because that would have to go to their management staff for a decision if that were the case. There is a good chance though that all of the Highway 810 improvements would be removed from the project and addressed at some future undetermined time with another project. The concerns with that are that the future time may be a few years or it may be more, it would not be in the program that looks ahead four years. It would result in another time period of disturbance. Though road construction is not ideal when it's needed, it typically is better to disturb the motoring public once for a bigger project than multiple times for smaller projects. Cost would

likely be more as well. Not only because of inflation, but because scopes of road work can some times be much more the longer it takes to address because of the exponential nature of roadway deterioration.

There was also some discussion at the January 8th meeting about timing of payment for work done in 2019. Typically work is billed soon after it is performed. However, the DOT staff we talked to said they should be able to work with us to hold off on payment requests for those costs above the \$35,056 the city budgeted for in 2019 even though most of the work would be done in 2019.

The following information comes from the January 8th Commission meeting:

This is a very large project scheduled to go through Mandan in 2019. It is expected to be comparable to the interstate project that went through the Bismarck city limits in 2017 as far as its working scope and potential for disturbance and delays. The bulk of the project will be resurfacing of the interstate system from the highway 25 exit west of town to all three bridges in town; 1) Grant Marsh (I-94 mainline) 2) Veterans' Memorial (Memorial Highway Bridge) and 3) Expressway Bridge. It will also include some miscellaneous work at the bridge structures within those segments.

The project was mentioned in 2017 to the City of Mandan as a programmed project for 2019. In June of 2018, the City was given an estimate to budget from of \$35,056 for our local share of the project. In November, the estimate was revised to about \$79,949. Then, in December, the estimate was revised to \$101,210 for the local share. These are estimates, and the actual amount will not be known until after the project is bid, complete, and total costs tabulated. However, staff has been concerned about the nearly 190% increase from the June estimate which was used to budget for 2019. Staff did ask for justification and received the following back from the DOT.

...this project was originally going to be a mill and overlay in FY 2019 with a microsurfacing to follow in FY 2020. Management chose to not move forward with the FY 2020 microsurfacing. Instead, they chose to have a slurry seal included with the FY 2019 project. The old program sheets only showed the mill and overlay cost.

Another change is that more bridge work was added on the Mandan side that we didn't know about when we sent out the old program sheets. The work on the Expressway Bridge was known and included, but our Bridge Division provided additional work needed at McKenzie Drive. Therefore, that bridge work cost wasn't passed on to you as added cost.

Attached are the new cost estimates for Mandan and Bismarck for this project. Also, looks like the original split stopped short of the true project split for 810. The original 810 split started at Sta 34+00 instead of Sta 27+30. But, we have work on McKenzie Drive, on the interchange ramps, and bridge work on this project as noted above.

While frustrating that the latest estimate is so much more than the estimate available to us during budgeting, staff does see the importance of this project and agrees to the most recent scope of work put forward by the DOT to ensure confidence in a long-lasting project.

ATTACHMENTS:

- 1) Full Project Title Sheet
- 2) Cost Participation and Maintenance Agreement
- 3) Note; Project plan sheets and detailed estimates are available upon request.

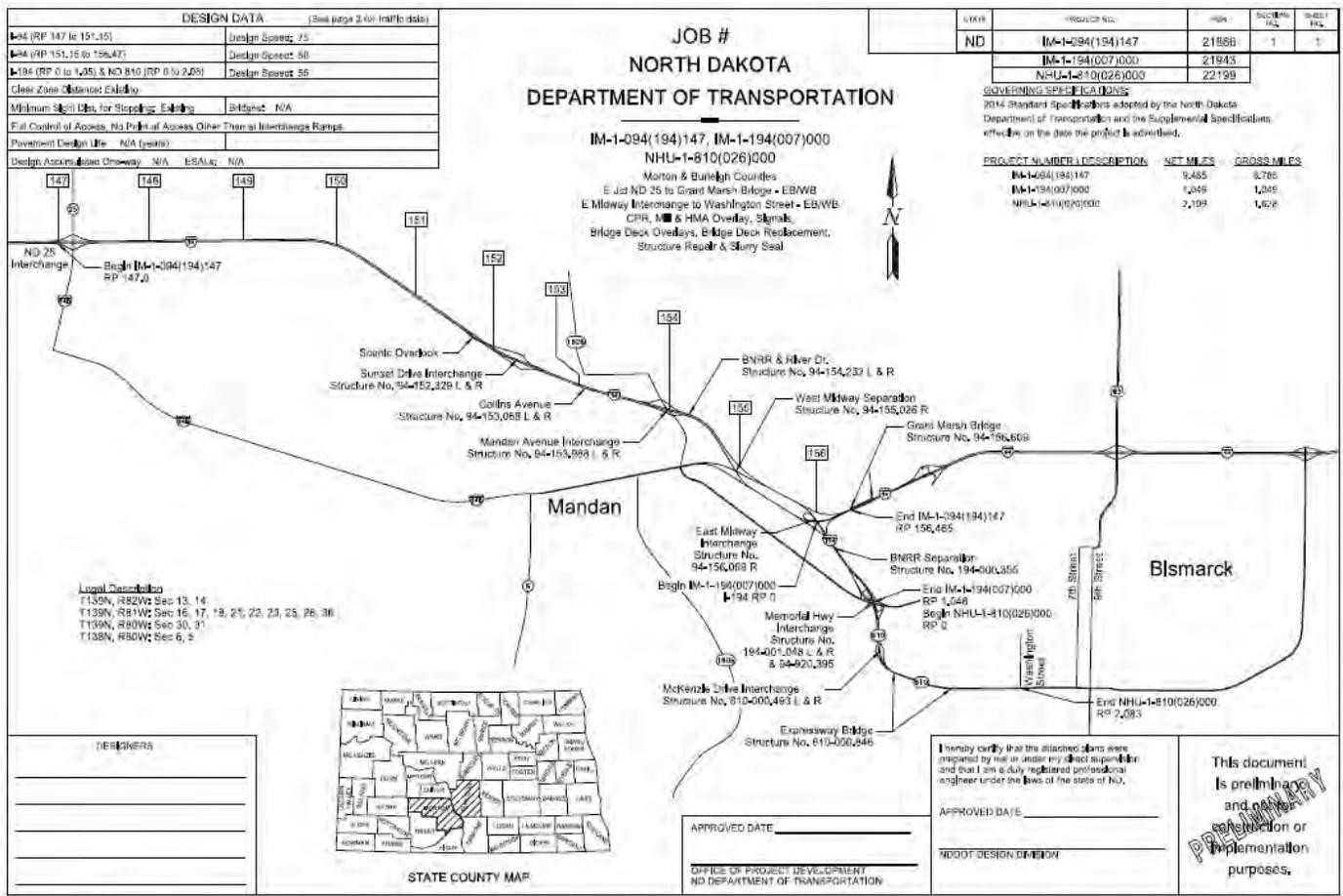
FISCAL IMPACT: A budget amendment is required to increase the amount of sales tax fund for this project from the budgeted \$35,056 to the latest estimate of \$101,210. Finance Director Welch was consulted and verified that this amended amount can be handled by the sales tax fund.

STAFF IMPACT: Ongoing plan and project review as requested.

LEGAL REVIEW: All commission agenda documents have been forwarded to the City Attorney for review.

RECOMMENDATION: Recommend to approve the budget amendment from \$35,056 to \$101,210 and the Cost Participation and Maintenance Agreement for the Highway 810 portion of the I-94 resurfacing project.

SUGGESTED MOTION: Move to approve the budget amendment from \$35,056 to \$101,210 and the Cost Participation and Maintenance Agreement for the Highway 810 portion of the I-94 resurfacing project.



NDDOT Contract No. 38181234

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Striefel, Ardin L.	Telephone: 328-2559

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No. NHU-1-810(026)000
Location: ND 810 MEMORIAL HIGHWAY TO WASHINGTON STREET
Type of Improvement: Mill, Overlay, and Slurry Seal
Point of Beginning: RP 0.000
Point of Ending: RP 0.846

In consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Mandan, North Dakota, hereinafter referred to as the LPA, the work area on the Mandan side noted by reference points above hereinafter referred to as the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 10 percent of the cost of rights of way and easements acquired for the project; and
- b. Will pay 10 percent of the total cost of all items on the project and which are determined eligible for funding participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and
- c. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items as requested by the LPA for items determined to be non-participating or ineligible for federal aid.

PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement.



The preliminary cost estimate of the project is \$1,012,098, with the LPA's estimated share being \$101,210.

3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

PART III

Maintenance

NDDOT is responsible for all maintenance activities except those identified as LPA responsibilities. The LPA is responsible for restoring to original condition any cuts in surface initiated by the LPA for utilities, etc. Limits of the project area is shown on the attached map.



PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Executed by the LPA of _____, at _____,
North Dakota, the last date below signed.

APPROVED:

LPA of _____

LPA ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17; C.M. 12/17/2018



AUTHORIZATION

At a _____ meeting held on the _____ day of _____, 20____, it was moved by _____ and seconded by _____ that the attached certification and agreement be approved, and that the * _____ and Auditor be authorized to execute in behalf of the LPA of _____ and that two executed copies be returned to the NDDOT Director.

Adopted on a vote of ____ aye, ____ nay, _____ absent.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

* _____

TITLE

DATE

CERTIFICATION

It is hereby certified that the LPA of _____ will issue improvement warrants to finance the amounts that the LPA is obligated to pay under terms of the attached agreement with the North Dakota Department of Transportation and that authority to do so has been obtained in accordance with the Section 40-22-06 of the North Dakota Century Code.

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

* _____

TITLE

DATE

*Mayor or President of Commission



Project \${FIELD:PROJECT_NUMBER}

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18;; C.M. 12/17/2018



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).





New Business No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 17, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Brad Darr, State Maintenance Engineer
SUBJECT: Presentation by NDDOT Maintenance Engineer
About the States Limited 129,000 Pound Large
Truck Network

STATEMENT/PURPOSE: To allow a NDDOT representative to present this topic and to receive any feedback commission would be willing to provide.

BACKGROUND/ALTERNATIVES: NDDOT State Maintenance Engineer, Brad Darr, requested to be on the agenda for this City Commission meeting to present this subject and solicit comment. This item stems from a request from Dixon Brothers who would take advantage of the increased gross load for their operations. Though the gross loads would increase, the per axle loads would not, therefore the loading impact on our roadways is expected to be negligible. Allowing more gross load would reduce the amount of truck trips through this area by roughly 20% for this activity. Dixon Bros. application states that they average 8 loads a day with the current limit as it is. The truck configurations would need to be longer. That is something that engineers are considering in the 1806 North design that is currently active.

ATTACHMENTS:

- 1) Presentation Materials sent ahead by Mr. Darr

FISCAL IMPACT: None

STAFF IMPACT: Minimal

LEGAL REVIEW: All commission agenda documents have been forwarded to the City Attorney for review.

RECOMMENDATION: Recommend to follow the DOT's recommendation on this item.

SUGGESTED MOTION: None necessary. Commission may make a motion of support or non-support if they so choose.

**North Dakota Department of Transportation (NDDOT)-DRAFT
Mandan City Commission Meeting
Brad Darr, State Maintenance Engineer**

Good Afternoon Chairman and members of the Commission. My name is Brad Darr, NDDOT State Maintenance Engineer. I requested to be on your agenda today to discuss the States Limited 129,000 pound large truck network of roadways and get your thoughts for our Director's and Advisory Committee's consideration.

A bill was passed during the 2017 legislative session requiring the NDDOT to permit up to 129,000 pounds on a specific network of roadways and establish a process to add segments to the system. The permit is a \$20 single trip with a \$10 routing fee, \$100/month or \$700 per year per Truck/Trailer combination.

Legislation:

1. The department shall establish a request mechanism for commercial entities and for individuals who reside in the state to request specific augmentations of the system based on economic need and outcomes.
2. That process includes an advisory committee to provide input to the department in actions taken to adjust the system, taking into consideration, the economic needs and benefits, investment and maintenance requirements, and safety.

That system of roadways must keep all legal axle weights as they are today and in addition, the loads must follow the federal bridge formula and any length limits in effect.

Our latest request has come from Dixon Brothers.

DIXON BROTHERS REQUEST

Dixon Brothers request is for Highway 1806 within the city of Mandan from the Interstate ND (1806 RP- 71.225) to the refinery (ND 1806 RP 71.715) to haul fuel to Minot. Currently there are 8 loads per day. The City of Minot will have a segment that is not currently on the system as well but has indicated a willingness to grant the request.

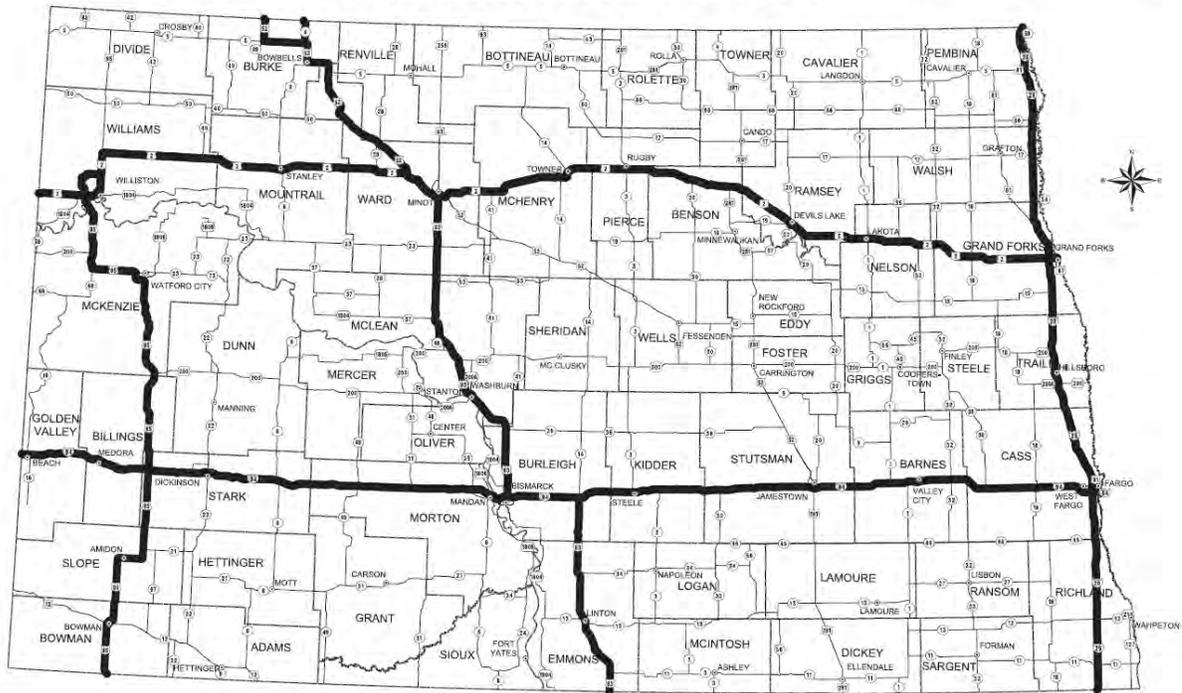
The designated routes that are being requested for addition to the system currently have a GVW of 105,500 Lbs. and are restricted to legal weight in the spring. There are no bridge issues on our system.

Route Request locations:- See attachment 2.

That concludes my update. I would be happy to answer any questions. I believe we have a representative from the company in the audience.

Attachment 1:

DESIGNATED PERMITTABLE ROUTES EXCEEDING 105,500 POUNDS UP TO 129,000 POUNDS
ON NORTH DAKOTA STATE HIGHWAYS



— Vehicles may be permitted up to what is allowed by inner and outer bridge formula not to exceed 129,000 pounds

NOTE 1 : For information on overall length allowed see NDHP Policy 9-1 Annex B.

NOTE 2 : No individual trailer can exceed 53 feet.

APPROVED:

Thomas K. Seal

NDDOT DIRECTOR

11/27/18

DATE
9-28 ANNEX A

Board of City Commissioners

Agenda Documentation

Meeting Date: January 22, 2019

Subject: Presentation by NDDOT Maintenance Engineer About the States Limited
129,000 Pound Large Truck Network

Page 4 of 9

Attachment 2:



Attachment 3:

Anticipated Hauling Vehicle:

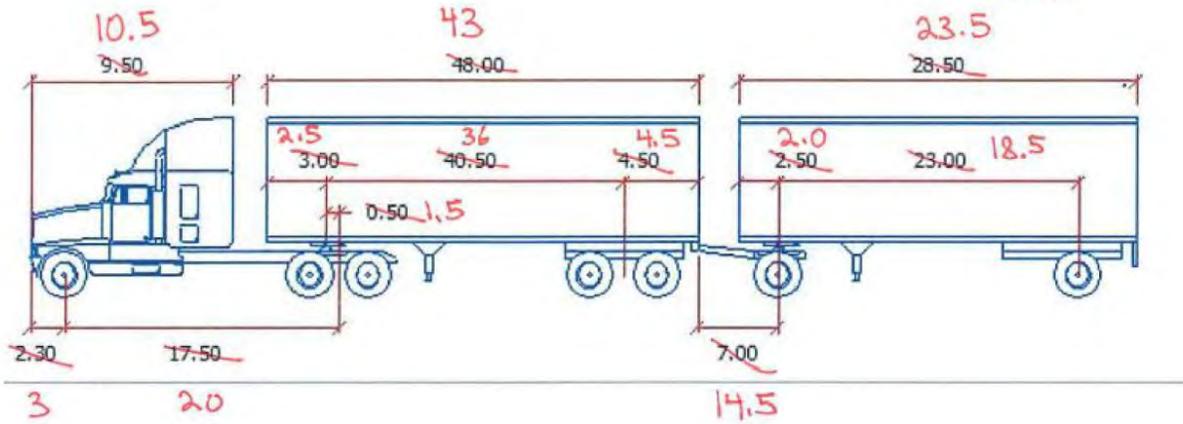
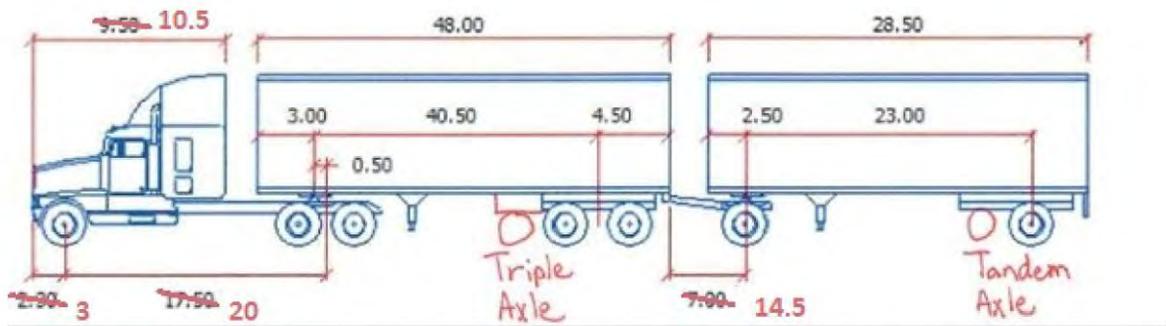


Figure 2 Measured Truck Dimensions



Attachment 4

REQUEST FOR DESIGNATED ROUTES UP TO 129,000 POUNDS

North Dakota Department of Transportation, Maintenance
 SFN 61295 (11-2017)

This form is designed to be completed electronically.

Company Name Dixon Bros. Inc		Contact Person's Name Keith Fleck	
Contact Telephone Number (701) 202-0211	Fax Number (701) 663-8296	Email Address dbi@dixonmandan.com	
Address 2320 Sunny RD S		City Mandan	State ND
			ZIP Code 58554

State Highway Routes(s) Requested

Vehicles operating on the maximum overall length as shown on the NDDOT Overall Length Map at http://www.dot.nd.gov/divisions/maintenance/docs/9-1annex_b.pdf. Upload a map with requested route(s) along with this completed form.

Highway Number	Beginning Milepost	Ending Milepost	Highway Number	Beginning Milepost	Ending Milepost
1806	Mandan refinery	I-94			

Reasons for Request

1. Narrative explaining origin and destination of trips Load at the Mandan refinery destination Minot, ND We need to be able to use 1806 to get to I-94
2. Approximate change in loads per month
3. Approximate number of trips per month 250
4. Commodities being transported Diesel Fuel

Urban Corridors (if Applicable)

1. Cities over population 500 on corridor (Current Census)
2. Anticipated turning movements on route in cities

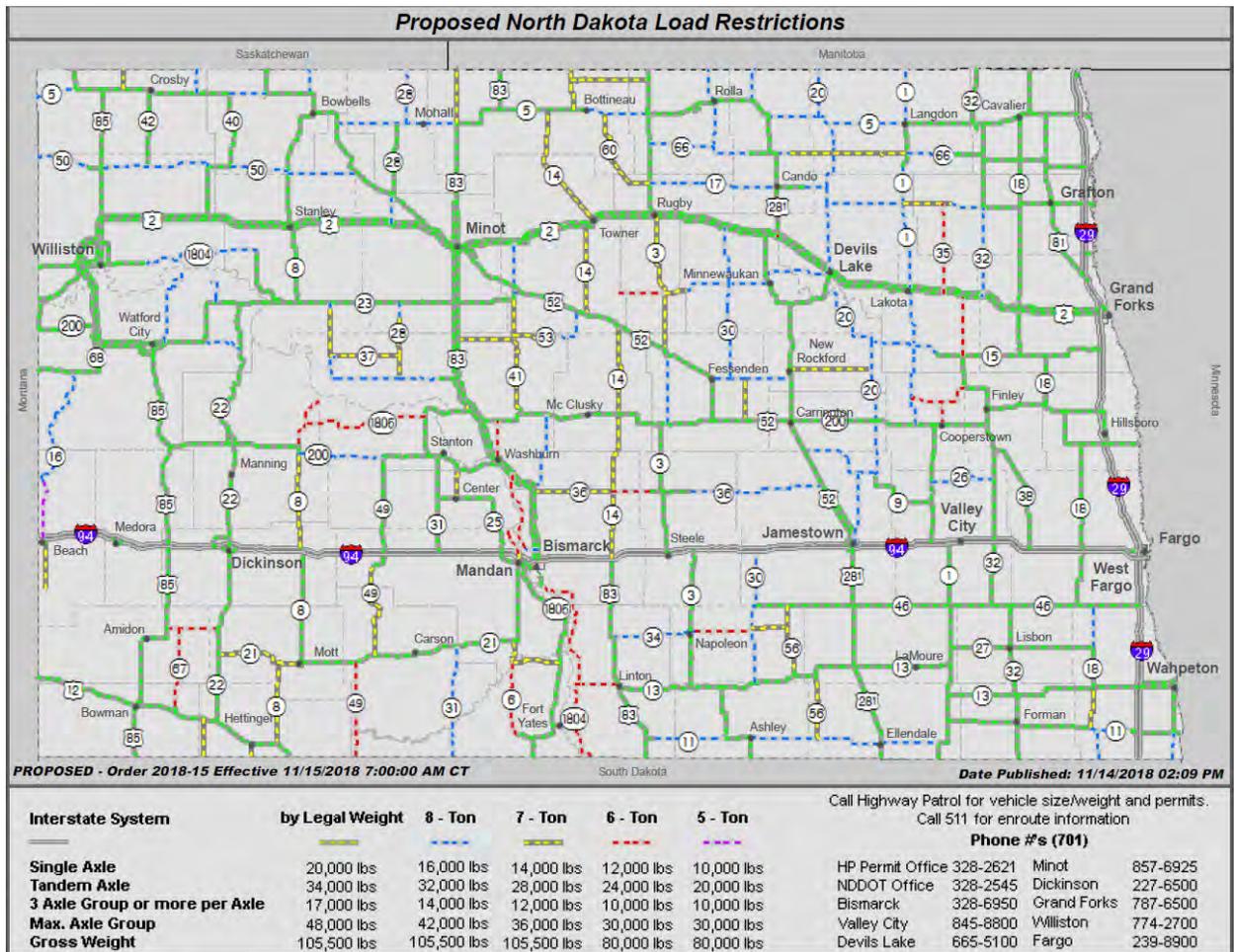
Local Roads

1. Will origin or destination of loads pass over local county or city roads: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
List of County or City Roads 55th street in Minot for 3/4 of a mile The Minot city engineer said they would follow what the state allows. I am working with Ward County on a half mile stretch of Co Rd 12

Additional Info Section (Economic impact must be included)

We average 8 loads a day from Mandan to Minot on this contract and with the increase in weight would help keep up with demand. We are struggling to hire drivers with the boom getting stronger out west. There are over 900 CDL driving jobs open in ND right now so drivers have a lot to chose from.
Your consideration would be greatly appreciated. Thank You

Attachment 5:



Board of City Commissioners

Agenda Documentation

Meeting Date: January 22, 2019

Subject: Presentation by NDDOT Maintenance Engineer About the States Limited
129,000 Pound Large Truck Network

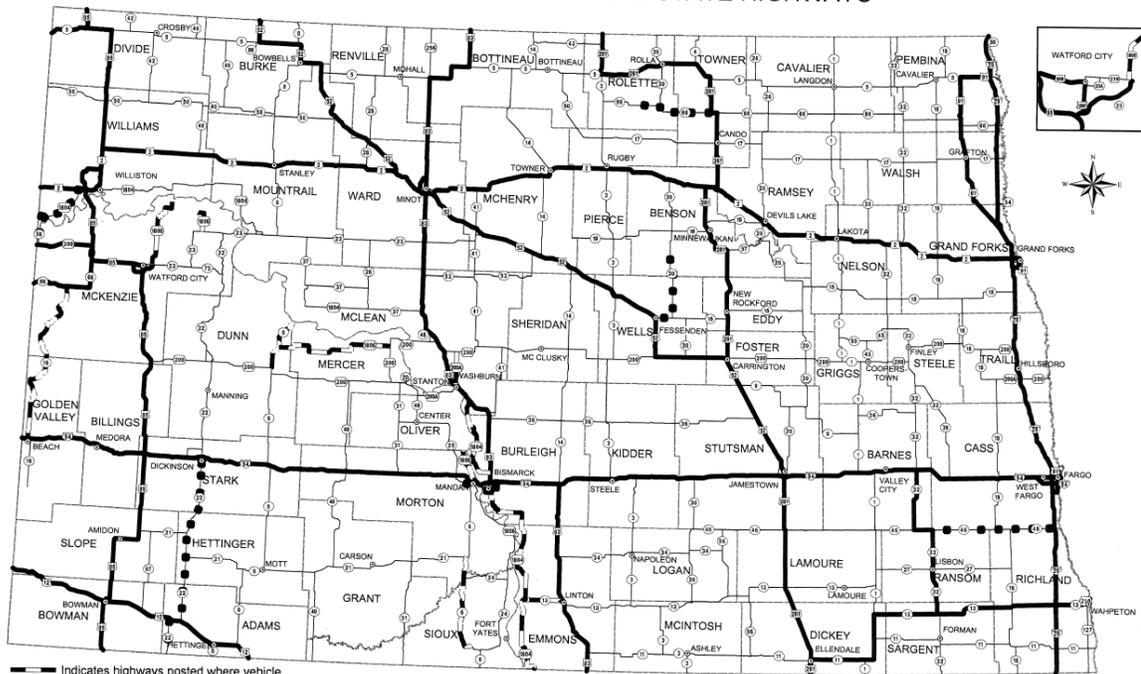
Page 8 of 9

Alternative C1: Roundabout Intersections

Alternative C1 would include ramp realignment and construction of roundabouts, with a 175' inscribed circle diameter, at the I-94 ramp intersections at the Mandan Avenue interchange. See Exhibit 3, Alternative C1: Roundabout Intersections.



VEHICLE COMBINATIONS EXCEEDING 75 FEET IN OVERALL LENGTH
ON DESIGNATED NORTH DAKOTA STATE HIGHWAYS



— Indicates highways posted where vehicle combinations may not exceed 75 ft. in overall length.

- - - Indicates designated highways where vehicle combinations as provided for in Chapter 37-06-04, NDAC, may exceed 75 ft. but not exceed 95 ft. in overall length. Annual over length permits are allowed up to 120 ft. for non-divisible loads.

● ● ● Includes designated highways where vehicle combinations as provided for in Chapter 37-06-04, NDAC, may exceed 75 ft. but not exceed 110 ft. in overall length. Annual over length permits are allowed up to 120 ft. for non-divisible loads.

— Indicates the "national network" where the cargo carrying length shall not exceed 100 feet on a semitrailer and trailer, or semitrailer converted to a trailer by the use of a converter dolly and fifth wheel when the power unit is a truck-tractor.

— Vehicle combinations authorized to exceed 75 ft. in overall length are permitted to travel a distance of 50 miles on all state highways.

APPROVED:

[Signature]
NDDOT DIRECTOR

08/09/17

DATE
9-1 ANNEX B



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 17, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
Troy Ripplinger, KLJ Project Manager
SUBJECT: 1806 North Project Decision Document

STATEMENT/PURPOSE: To complete the City's section of the Decision Document for the DOT to consider when ultimately making a decision on these design alternatives. The Design Document is necessary at this point in order for the design team to move forward to final design with one configuration in mind for each of these different areas within the project.

BACKGROUND/ALTERNATIVES: The environmental document, which includes preliminary design of several alternatives among other tasks, has been the focus of this project's planning and design effort over the last several months. The design team has come up with different, but all technically feasible, alternatives for different locations throughout the project. The project concept report before you today explains each of these design alternatives and comes with a decision table for the city to complete and turn back into the DOT for their consideration when deciding on which alternative to go forward with at each location.

There is much more discussion in the attached project concept report about each alternative, but as a brief explanation of each decision area, the Planning and Engineering Department is recommending the below decision after weighing the pros and cons of each. Ultimately, the DOT will make the final decisions for these, but they will be very interested in the City's recommendations. In addition to the brief explanations below, Troy Ripplinger with KLJ will present these design alternative items.

Starting at the interchange, the first major decision is what to do at the Mandan Avenue interchange ramps. As a reminder, this part of the project does not require Mandan to cost share since it is considered part of the interstate function. The two main alternatives are essentially; 1) Re-align the ramps so that they all meet Mandan Avenue at a 90 degree angle instead of the current skew angles as well as align across from each other which will allow for signalization sometime in the future if that becomes warranted. Or 2) Re-

align and install two roundabout intersections, one north of the interstate and one south. In considering all pros and cons as well as meetings with the design team and comments from the public input meeting, our office is recommending option #1 (B1 in the project concept report).

The second major decision area is at the curve in the road adjacent to the Southeast gate of the refinery. For this curve, the two options are to; 1) Increase the curve's radius from what it is today to a radius that allows for two turning trucks to get through as well as to carry a 25 mph speed through the curve. Or 2) Increase the curve's radius from what it is today to a radius that allows motorists to carry the rest of the roadway's design speed through it of 35 mph. Option #1 looks to have some minimal impact on the adjacent business while option #2 looks to have a more significant impact on adjacent business because of the room what would be needed to accomplish this radius. In considering all pros and cons as well as meetings with the design team and comments from the public input meeting, our office is recommending option #1 (B2, Option 1 in the project concept report).

Moving to the west, the next major decision item is at the intersection of Collins and Old Red Trail. The traffic operations report, available upon request, shows that the traffic volumes are not there to warrant traffic signals. There are nine warrants that engineer's are required to look at when justifying a traffic signal. If one of those are satisfied, then signalization is warranted. None of them are in this case. Perhaps the most intuitive of the nine warrants is the eight-hour vehicular volume analysis. On the major road, traffic needs to be over 500 vehicles per hour for each of the busiest eight hours of the day. In this case, it is over 500 vehicles per hour for 3/8 of the busiest eight hours of the day, but falls short for 5/8. Volumes also fall short on the minor road for 3/8 of the eight busiest hours. Because traffic warrants are not met, the options that can be considered do not include signalization. The two options that can be considered are; 1) To leave as the current four-way stop configuration or 2) To reconstruct as a roundabout intersection. The roundabout alternative that has been preliminarily design has large trucks in mind. Nearby properties, including the refinery were consulted with during preliminary design. The roundabout would be the same size at the nearby roundabout at the intersection of Highway 10 east of Bismarck and 66th Street. In considering all pros and cons as well as meetings with the design team and comments from the public input meeting, our office is recommending option #2 (B2, Option 4 in the project concept report).

The next major decision item is how to address Highway 1806 North of this intersection. The DOT's analysis of the roadways substructure is that it is in pretty good shape. Therefore a major rehabilitation that would not address the aggregate base would suffice for this stretch of road. Therefore, the two options are; 1) Major rehabilitation that resurfaces and widens the roadway to include 12-foot driving lanes and 3-foot shoulders for each side and would soften the ditch grade from the edge of the road to the bottom of the ditch. Or 2) Reconstruct the roadway and widen it so that 8-foot shoulders could be incorporated. Option #2 is about \$700K or \$1,600K more expensive depending on if it's

asphalt or concrete respectively. For the extra width of shoulder, it does not seem worth it in this case. Either option #1 or option #2 would come with northbound and southbound turning lanes into 27th Street. In considering all pros and cons as well as meetings with the design team and comments from the public input meeting, our office is recommending option #1 (B2, Option 5 in the project concept report).

The last decision item on the decision document is whether to replace the lighting along Mandan Avenue as part of the project to match what will be installed along Old Red Trail and to meet AASHTO lighting standards. In considering all pros and cons as well as meetings with the design team and comments from the public input meeting, our office is recommending a yes for this item (item #4 in the project concept report).

For all reconstruct segments, our office is recommending we select concrete over asphalt. In total, that results to about \$1.2M more in project costs which equates to about \$120K more for our local 10% match. Our office feels that it is worth it for long-term maintenance considerations and costs.

ATTACHMENTS:

- 1) Completed Decision Document Table with the Engineering Department's Recommendations.
- 2) Project Concept Report. Note; this is part of the Draft Documented Catex report. The entire Catex report is available upon request (97 pages).

FISCAL IMPACT: No direct fiscal impact for this item. The project is scheduled to be constructed in 2020 and the engineering department has shared our estimate of local funding responsibility with the finance department for budgeting purposes. The estimate that comes with this preliminary design is consistent with the budgeted amount from last summer when we were still at planning level estimates.

STAFF IMPACT: Minimal

LEGAL REVIEW: All commission agenda documents have been forwarded to the City Attorney for review.

RECOMMENDATION: Recommend to endorse the Engineering Department's recommended selections for each decision item.

SUGGESTED MOTION: Move to return the Decision Document to the NDDOT with the Engineering Department's recommended selections.

Table 6, Recommendations

	1. Do you concur with the project concepts as proposed?		2. Which alternative(s) should proceed with the project IM-1-094(200)153?			3. Which alternative(s) should proceed with the project SU-1-806(052)071?		Which options should proceed with alternative B2 with project SU-1-806(052)071?						4. Should the existing lighting along Mandan Avenue be replaced to meet current design standards?					
	Yes	No	A1	B1	C1	A2	B2	B2						Yes	No				
								Option 1		Option 3	Option 4	Option 5	Option 6						
Concrete or Asphalt Section				C	A	C	A		A	C	A	C	A	C	A	C	A		
Office of Project Development																			
Office of Transportation Programs																			
Office of Operations																			
Bridge Division																			
Construction Services Division																			
Design Division																			
Bismarck District																			
Environmental and Transportation Services Division																			

Draft DCE Shared Review

Commenting Deadline 1.10.2019

	1. Do you concur with the project concepts as proposed?		2. Which alternative(s) should proceed with the project IM-1-094(200)153?			3. Which alternative(s) should proceed with the project SU-1-806(052)071?		Which options should proceed with alternative B2 with project SU-1-806(052)071?						4. Should the existing lighting along Mandan Avenue be replaced to meet current design standards?			
	Yes	No	A1	B1	C1	A2	B2	B2						Yes	No		
								Option 1		Option 3	Option 4	Option 5	Option 6				
Concrete or Asphalt Section			C	A	C	A	A	C	A	C	A	C	A	C	A	C	A
Local Government Division																	
Maintenance Division																	
Materials and Research Division																	
Programming Division																	
Planning/Asset Management Division																	
City of Mandan	X		X			X	X			X	X			X			
FHWA																	

I. Executive Summary

A. Project Description

Highway: ND 1806 & I-94
 District: Bismarck District
 Limits: I-94 Mandan Avenue Interchange
 ND 1806: I-94 Interchange to 27th Street Northwest

See Figure 1, Project Location Map

Associated Project PCN(s) and Description(s): None

Table 1, Traffic Data

IM-1-094(200)153

	Year	Passengers	Trucks	Totals
Current (2018)	2018	7,023	259	7,282
Forecast (2038)	2038	10,466	385	10,851

SU-1-806(052)071

	Year	Passengers	Trucks	Totals
Current (2018)	2018	7,430	248	7,678
Forecast (2038)	2038	11,071	370	11,441

B. Project Schedule

Project: ND 1806-I-94 Interchange to 27th Street NW, I-94 Mandan Avenue Interchange & 16th Street sanitary sewer line
 Plans Complete: August 15, 2019
 Bid Opening: November 8, 2019

C. Purpose of Project

The purpose of the proposed project is to improve the alignment of the ramp intersections at the I-94 Mandan Avenue Interchange and improve ND 1806, by widening or reconstruction, from Mandan Avenue to 27th Street NW. The project would increase the capacity of the roadway, improve intersection operations, correct roadway deficiencies and improve pedestrian facilities.

D. Need for Project

The need for the proposed project is driven by increases in traffic and pedestrian movements due to growth in north Mandan; social and economic demands in the area from the industrial facilities along the corridor, Mandan Middle School and Starion Sports Complex. Deficiencies with the current roadway corridor include lack of turn lanes, inadequate roadway geometry (horizontal curves, vertical curves, intersections), lack of street lighting and lack of pedestrian facilities.

Deficiencies: The current geometry of the Mandan Avenue ramp intersections create overlapping left turn movements. The curve near the refinery (Sta 3782+95 to 3784+19) currently meets a 20-mph design speed, which is less than the 35-mph design speed through the rest of the Old Red Trail/Mandan Avenue corridor. Additionally, the vertical curve near refinery gate 3 (Sta 3801+62) doesn't meet sight distance requirements for a 35-mph roadway. The intersection sight distance at the west access of the Sport Complex near Sta 3815+36 currently doesn't meet the intersection sight distance requirements for 35-mph. There are no shoulders along ND 1806 in the rural sections.

E. Scope of WorkPCN 22182

2019 - 2022 STIP: *\$5,000,000 Total*
\$4,500,000 Federal (90%)
\$500,000 State (10%)
\$0 Local (0%)

2019 Doc Catex: *\$3,715,000 - \$4,386,000*

PCN 22181

2019 - 2022 STIP: *\$7,500,000 Total*
\$6,069,750 Federal (80.93%)
\$680,250 State (9.07%)
\$750,000 Local (10%)

2019 Doc CatEx: *\$6,254,000* - \$10,221,000**

*Costs include \$750,000 for City of Mandan Sanitary Sewer project.

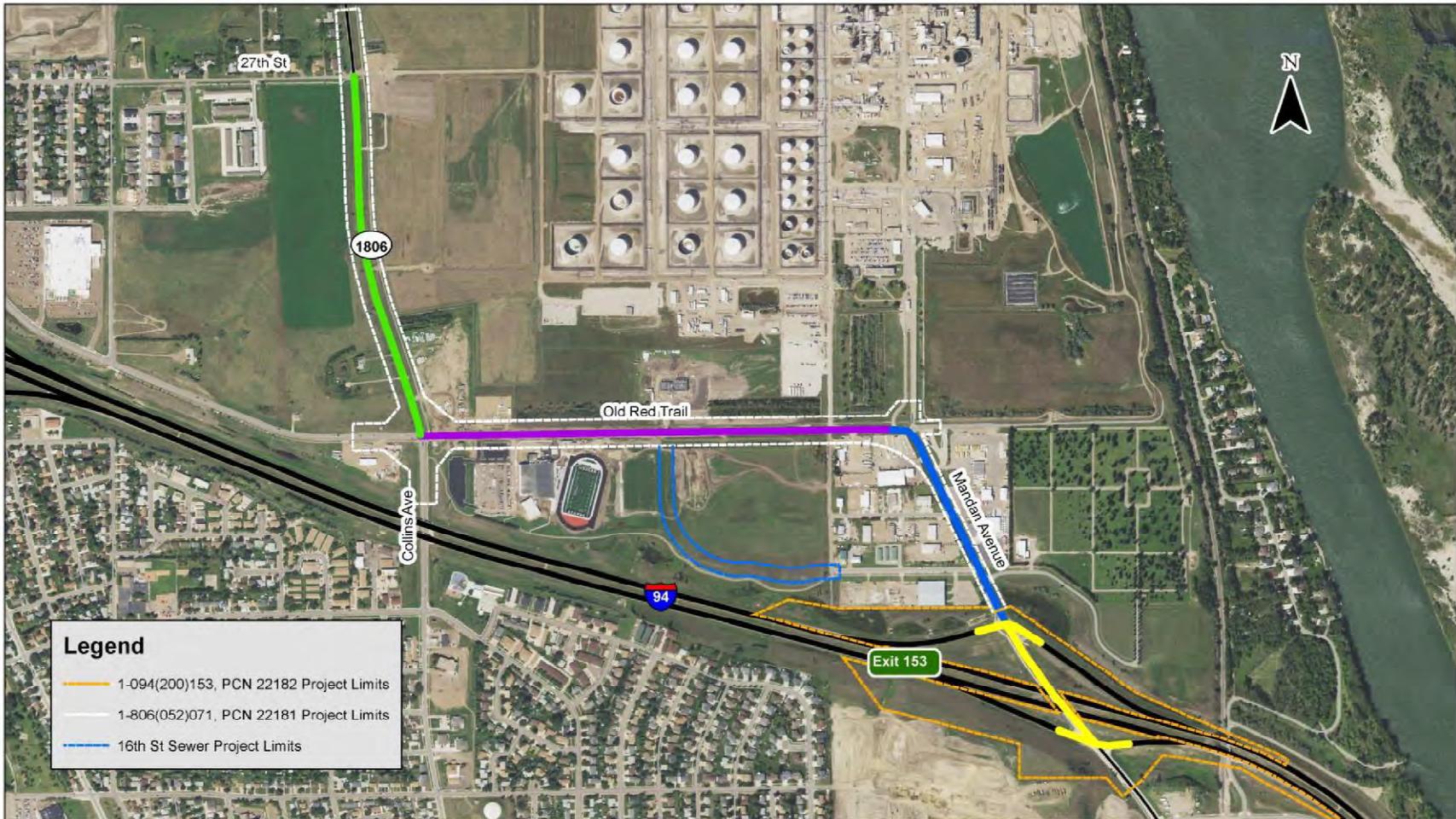


Figure 1, Project Location Map

F. Description of Alternatives

1. Project IM-1-094(200)153

Alternative A1: No Build

The no build alternative would provide a continuation of existing conditions at the Mandan Avenue interchange and would not meet the purpose and need of the proposed project.

Alternative B1: Realign Ramps/90° Intersections

Alternative B1 would include realigning the I-94 ramp intersections on Mandan Avenue to provide for 90° intersections. See **Figure 2, Alternative B1: Realign the Ramps to 90° Intersections**. By realigning the ramps, this would correct the overlapping left turn movements and improve the intersections for future signalization, whether temporary or permanent. Realigning the ramps would move the north intersection further south, providing the added benefit of greater separation from 16th Street NE. Future development is anticipated to occur west along 16th Street NE and signalization at this intersection may be needed depending on traffic generation from the anticipated development.



Figure 2, Alternative B1: Realign Ramps to 90° Intersections

Realigning the ramps to 90° intersections would bring the interchange intersections closer together, which would reduce the length of the left turn lanes onto the on-ramps. The existing left turn lanes do not meet the requirements of the NDDOT Design Manual. This alternative would also require cutting into the backslope in the southwest quadrant of the south intersection, which would create approximately 36,000 cubic yards of waste material for this alternative. Additional geotechnical analysis may be needed for modifying the backslope at this location.

The estimated cost for this alternative is:

\$3,888,000 for an asphalt pavement section.

\$4,386,000 for a concrete pavement section.

Alternative C1: Roundabout Intersections

Alternative C1 would include ramp realignment and construction of roundabouts, with a 175' inscribed circle diameter, at the I-94 ramp intersections at the Mandan Avenue interchange. **See Exhibit 3, Alternative C1: Roundabout Intersections.**



Figure 3, Alternative C1: Roundabout Intersections

Roundabouts would have the additional capacity benefits of reducing queues that would typically be found at a signalized or standard intersection, which would also solve the current left turn storage constraints on Mandan Avenue. The roundabout would provide the additional benefit of continuing to function in the future, even when a signal is warranted. There is the safety benefit of reducing severe injury crashes due to the slower entry speeds and fewer vehicular conflict points. The roundabouts would cost more than the realignment option and likely require a retaining wall.

The estimated cost for this alternative is:

\$3,715,000 for an asphalt pavement section.

\$4,095,000 for a concrete pavement section.

2. Project SU-1-806(052)071

Alternative A2: No Build

The no build alternative would provide a continuation of existing conditions along ND 1806, including Mandan Avenue and Old Red Trail, and would not meet the purpose and need of the proposed project.

Alternative B2: Build

Alternative B2 would include concrete pavement repairs along Mandan Avenue, the City of Mandan’s 16th Street sanitary sewer line construction and the reconstruction of Old Red Trail to an urban three lane section. **See Figure 4, Old Red Trail Typical Section.** The three lane section would extend from the Collins Avenue intersection to the Mandan Avenue Interchange. It would also include constructing a 5-foot sidewalk along the south side of Old Red Trail from the intersection with Collins Avenue east to the main entrance of the Starion Sports Complex. This sidewalk would connect to the existing sidewalk between the main entrance and the maintenance entrance of the Starion Sports Complex. Alternative B2 would also include grading for a future sidewalk extension between the maintenance entrance of the Starion Sports Complex to the proposed 16th Street intersection. Lighting would be added along Old Red Trail tying into the existing lighting system along Mandan Avenue to the Collins Avenue intersection. A landscaping plan will be developed during the final design phase, in coordination with the City of Mandan and Mandan Parks and Recreation, with the potential to install banner arms on the lighting and trees lining the corridor.

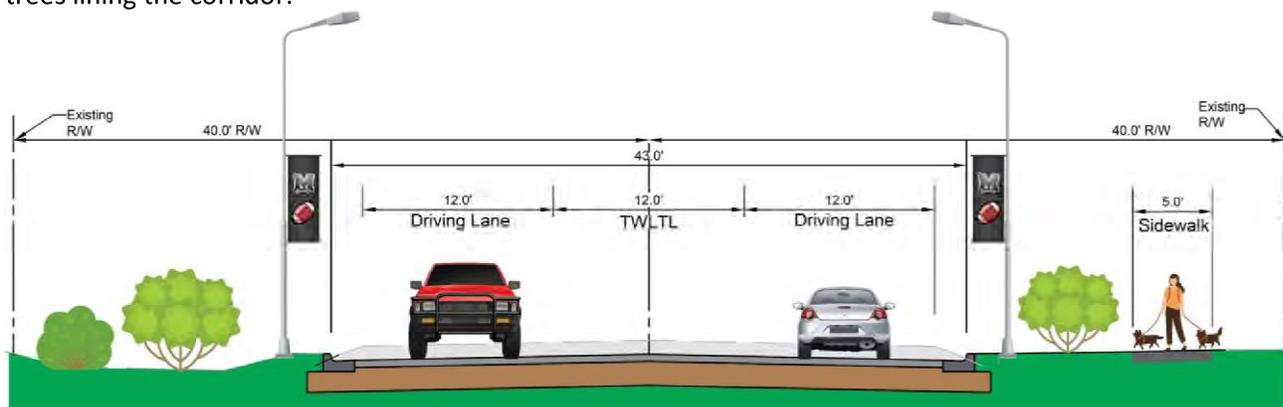


Figure 4, Old Red Trail Typical Section

The estimated cost for this alternative is:

\$4,942,000 for an asphalt pavement section.

\$5,828,000 for a concrete pavement section.

**These costs do not include the optional items discussed on the following pages*

3. Optional Work Items

The following options are considered as part of Alternative B2.

Options 1 and 2: Refinery Curve

The curve near the refinery (3782+95 to 3784+19) currently doesn't meet the design speed of the corridor. There have been seven crashes at this location within the past 5 years. All seven crashes (some during icy conditions) involved vehicles not manipulating the curve correctly. Two options were evaluated to improve the conditions at this curve.

Option 1: Minimum Radius to Accommodate Two Turning Trucks (25-mph Curve)

Increasing the radius to accommodate two turning trucks, (which meets the design radius for a 25-mph curve) has the benefit of improving the existing conditions with minimal right-of-way impacts to the property located south of the curve. Some additional widening along the curve may be included to facilitate truck movements in and out of the refinery. A drawback to this option is that the curve would still be below the design speed of the corridor. **See Figure 5, Option 1: 25-mph Curve.**

The estimated cost for this option is:

\$194,000 for an asphalt pavement section.

\$302,000 for a concrete pavement section.



Figure 5, Option 1: 25-mph Curve

Option 2: 35-mph Curve

Increasing the radius to a 35-mph curve would allow for a consistent design speed through the corridor. It would also provide additional room for trucks to turn through the radius. Additional widening may still be provided to facilitate truck movement in and out of the refinery. A drawback to this option is the increased right-of-way needed from the property south of the curve. **See Figure 6, Option 2: 35-mph Curve.**



Figure 6, Option 2: 35-mph Curve

The estimated cost for this option is:

\$276,000 for an asphalt pavement section.

\$412,000 for a concrete pavement section.

Options 3 and 4: Collins Avenue Intersection

Operational improvements to the intersection of Collins Avenue and Old Red Trail were analyzed in the Traffic Operations Report. A signal is not currently warranted, so the following two options are being considered to address public comments and improve existing operations at the intersection.

Option 3: Maintain All Way Stop Control

This option would involve maintaining the existing lane configuration and all way stop control. This has the benefit of having a lower cost and fewer right-of-way impacts; however, the public voiced concerns with safety and the operation of this intersection that would not be addressed, since a signal is not warranted at this time. This option does not provide the intersection geometry required for future signalization because of concerns of the operation of All Way Stop with the additional turning lanes. **See Figure 7, Option 3: Maintain All Way Stop Control.**

The estimated cost for this option is:

\$183,000 for an asphalt pavement section.

\$284,000 for a concrete pavement section.



Figure 7, Option 3: Maintain All Way Stop Control

Option 4: Roundabout

This option would involve constructing roundabout, with a 175' inscribed circle diameter, at the intersection. The roundabout would be offset to the west, since there is additional NDDOT right-of-way in the southwest quadrant and to avoid a WBI gas compressor station located in the southeast quadrant. The roundabout would provide the capacity benefit of improving existing delay as well as continuing to function in the future, even when a signal is warranted. A roundabout also has additional safety benefits of reducing conflict points and the severity of crashes due to low entry and circulatory speeds. The option would also provide additional pedestrian facilities across the west approach and north approach for potential future pedestrian facilities to tie into. **See Figure 8, Option 4: Roundabout.**



Figure 8, Option 4: Roundabout

This option would include additional right-of-way acquisition and increased costs to construct. The overhead utility poles located in the northwest and north east quadrants of the intersection, that would need to be relocated as part of this option, are planned to be removed prior to 2020, so there would not be any anticipated additional utility impacts with this option.

The estimated cost for this option is:

\$1,156,000 for an asphalt pavement section.

\$1,349,000 for a concrete pavement section.

Options 5 and 6: ND 1806 from Collins Avenue to 27th Street NW

ND 1806 between Collins Avenue and 27th Street has two primary options. Both options would include the installation of a northbound left turn lane and a southbound right turn lane at 27th Street and signing improvements to clearly denote the pedestrian crossing at 27th Street. For both options, the existing shared-use path that runs along the east side of ND 1806 would be maintained and not impacted during construction, with the potential exception at some access points.

Option 5: Major Rehabilitation (30-foot Roadway Top)

This option would expand and improve ND 1806 following the guidelines of a major rehabilitation project. The roadway would be expanded to a 30-foot top, which would require 3-feet of widening on each side of the existing section. The roadway would have a proposed width of 30 feet, which would include 12-foot driving lanes and 3-foot shoulders. This option would include a 1-inch mill and 2.5-inch overlay on the existing roadway with a 4-inch asphalt section on a 12-inch base for the 3 feet of widening. This option would cost less and have fewer utility and right-of-way impacts. **See Figure 9, Option 5: Major Rehabilitation (30-foot Roadway Top).**

The estimated cost of this option is \$935,000.

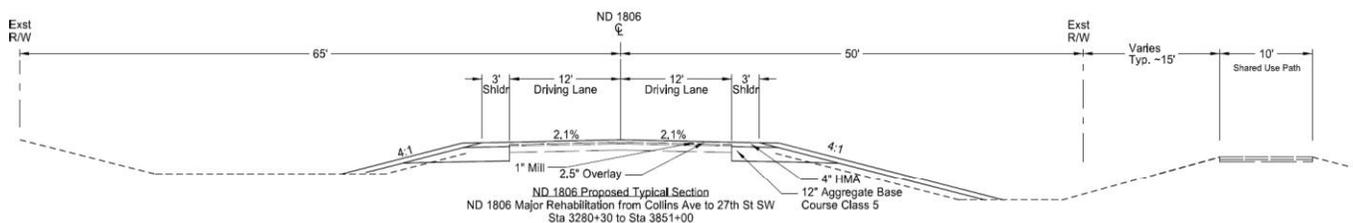


Figure 9, Option 5: Major Rehabilitation (30-foot Roadway Top)

Option 6: Reconstruction (40-foot Roadway Top)

This option would expand and improve ND 1806 following the guidelines of a reconstruction project. This would involve completely removing the existing pavement and replacing it with either the asphalt or concrete section. The roadway would have a proposed width of 40 feet, which would include 12-foot driving lanes and 8-foot shoulders. This option would cost more than Option 5 and have additional utility and right-of-way impacts. **See Figure 10, Option 6: Reconstruction (40-foot Roadway Top).**

The estimated cost for this option is:

\$1,673,000 for an asphalt pavement section.

\$2,562,000 for a concrete pavement section.

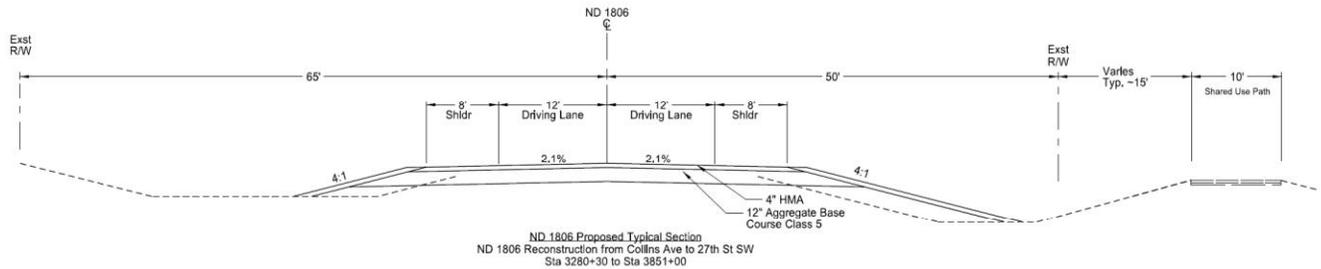


Figure 10, Option 6: Reconstruction (40-foot Roadway Top)

Mandan Avenue Lighting

The existing lighting along Mandan Avenue was analyzed as part of the lighting analysis for Old Red Trail. The existing lighting system consists of 250-watt high pressure sodium luminaires mounted on davit style galvanized poles spaced at approximately 280 feet. The light standards are 40 feet high with a 6-foot mast arm and are non-breakaway style. It was determined the existing lighting system along Mandan Avenue doesn't meet the minimum lighting levels for the classification of the roadway.

Since the spacing is different from what is required, the existing light standards would need to be removed, and new lights installed maintaining the staggered configuration. The light spacing along Old Red Trail would be maintained along Mandan Avenue at approximate 182 feet. These revisions would meet AASHTO lighting standards for a principal arterial with a commercial land use classification.

The upgrade to Mandan Avenue lighting results in 8 new light standards and LED luminaires being installed. The light fixtures and light standards would match what is proposed along Old Red Trail.

The estimated cost to upgrade the lighting along Mandan Avenue is \$70,000.

4. Traffic Control Work Zone Safety and Mobility

Project No. SU-1-806(052)071 and IM-1-094(200)153 are not designated as a significant project in the 2019-2022 STIP. The work zone traffic control plan for this project will be summarized within this environmental document, in accordance with the processes outlined in the Work Zone Safety and Mobility Program for non-significant projects.

5. Work Zone Traffic Control

Two-way traffic will be maintained through the corridor and ND 1806 corridor, with a minimum of one lane in each direction. Instances may occur where single-lane traffic with flaggers and/or pilot cars would be required.

6. Maintenance Responsibility Discussion

The City of Mandan would be responsible for the maintenance of the project.

7. Summary of Engineering Issues

IM-1-094(200)153: Engineering issues for the Mandan Avenue Interchange project include impacts to backslope in the southwest quadrant of the south interchange. Both alternatives require relocating the

eastbound off-ramp further south, which improves the operation of the intersection, but causes large waste quantities and may require additional geotechnical improvements for stability. Another design constraint is the width of Mandan Avenue underneath the interstate overpass bridges. This width constrains the length of the left turn lanes at both ramp intersections, causing them to be shorter than what is recommended in the Design Manual.

Utility Impacts: All utilities would be accommodated and permitted within the NDDOT right of way or relocated in existing easements adjacent to the right of way. If the utility chooses not to relocate within the NDDOT right of way, they would need to seek additional environmental clearance and land rights on their own. The following are the anticipated utility impacts:

- Alternative A1
 - No utility impacts
- Alternatives B1 and C1
 - Midcontinent's line along the west side of Mandan Avenue may be impacted by changes to the intersections. The line would be lowered in place or abandoned in place if it is determined to be a conflict.

SU-1-806(052)071: Engineering issues for the ND 1806 project include concerns expressed by the refinery related to stormwater that will enter their property from the right of way. Stormwater must be treated that flows across their property, and they are concerned about receiving any additional runoff from the roadway. During the design phase, additional coordination will be required on this issue. The refinery must also maintain a crash resistant fence, so during construction a temporary fence plus jersey barriers will be needed if the existing fence is disturbed, or grading limits should be designed to avoid impacting the fence.

Utility Impacts: Utilities such as Midcontinent Communications, CenturyLink, WBI and Montana Dakota Utilities may be impacted as part of the alternatives and options. WBI has major crossings at the intersection of Collins Avenue which they stated are shallow crossing. Further investigation will be needed to determine the elevation of these lines to design around them and protect in place. The other utilities parallel the corridor, generally along the south side of the roadway, and will be impacted in cut sections where the grade of the existing roadway is lowered to improve sight distance. All utilities would be accommodated and permitted within the NDDOT right of way or relocated in existing adjacent utility easements. If the utility company chooses not to relocate within the NDDOT right of way or utility easement, they would need to seek additional environmental clearance and land rights on their own.

8. Summary of Environmental Issues

Due to construction activities occurring within ½ mile of the Missouri River, the effect to the interior least tern, rufa red knot, piping plover and piping plover critical habitat required further review according to the Section 7 Affect Determination Table. A "No Effect" was determined appropriate for these listed species and is currently pending NDDOT approval.

Permanent and temporary wetland impacts are anticipated from Alternatives B1 and C1. A wetland jurisdictional determination request was sent to the USACE and is currently pending. Mitigation will not be required due to artificial wetland impacts being less than 0.1 acre.

Table 2, Right-of-Way Summary

Alternative	Temporary ROW Needed	Permanent ROW Needed	US Fish & Wildlife Property Interest?	US Forest Service Property Interest?
Alternative A1	0.00 Acres	0.00 Acres	No	No
Alternative B1	0.00 Acres	0.00 Acres	No	No
Alternative C1	0.00 Acres	0.00 Acres	No	No
Alternative A2	0.00 Acres	0.00 Acres	No	No
Alternative B2	0.50Acres	0.54 Acres	No	No
Option 1	0.10 Acres	0.04 Acres	No	No
Option 2	0.10 Acres	0.17 Acres	No	No
Option 3	0.00 Acres	0.08Acres	No	No
Option 4	0.03Acres	0.27 Acres	No	No
Option 5	0.33Acres	0.58 Acres	No	No
Option 6	0.35 Acres	1.47 Acres	No	No

Table 3, Summary of Estimated Costs

Cost estimates include engineering, right-of-way and utility impacts.

IM-1-094(200)153, PCN 22182			
MANDAN AVENUE INTERCHANGE			
Option	Description	Concrete	Asphalt
B1	Interchange - Realignment with Typical Intersection	\$ 4,386,000	\$ 3,888,000
C1	Interchange - Roundabout	\$ 4,095,000	\$ 3,715,000
	Minimum Total Cost Options	\$	3,715,000
	Maximum Total Cost Options	\$	4,386,000

SU-1-806(052)071, PCN 22181			
ND 1806 FROM 1-94 INTERCHANGE TO 27TH STREET			
Option	Description	Concrete	Asphalt
B2	ND 1806 - I-94 Interchange North to Collins Avenue*	\$ 5,828,000	\$ 4,942,000
1	Refinery Curve - Minimum Curve Radius	\$ 302,000	\$ 194,000
2	Refinery Curve - 35 MPH Curve	\$ 412,000	\$ 276,000
3	Collins Avenue Intersection - All Way Stop	\$ 284,000	\$ 183,000
4	Collins Avenue Intersection - Roundabout	\$ 1,349,000	\$ 1,156,000
5	ND 1806 from Collins Avenue to 27th Street - Major Rehab	\$ -	\$ 935,000
6	ND 1806 from Collins Avenue to 27th Street - Reconstruct	\$ 2,562,000	\$ 1,673,000
	Mandan Avenue Lighting	\$	70,000
	Minimum Total Cost Options	\$	6,254,000
	Maximum Total Cost Options	\$	10,221,000

Description	Cost
Sanitary Sewer System - 16th Street to 27th Street	\$ 750,000

**Cost Included in Alternative B2*

G. Comments from the Documented CatEx

Comments will be incorporated following review of the Draft Documented CatEx.

H. Public Concerns / Need for Public Input

Pursuant to Section 102(2) (D) (IV) of the National Environmental Policy Act (NEPA), a solicitation of views package was sent to federal, state, and local agencies and other interested parties on August 16, 2018. At the conclusion of the 30-day comment period, responses from 13 parties were received. Please refer to **Appendix A, Solicitation of Views**. In addition, a public input meeting was held on November 15, 2015 at the Baymont Inn & Suites. A summary of key verbal and written public comments and responses can be found in **Table 4** below. Public hearings are not planned in conjunction with the proposed project. Emergency services, schools, and transit have been notified of the project.

Table 4, Summary of Comments/Responses

Topic	Comments	Responses
Roundabouts	Roundabouts are favored for reasons such as safety and efficiency, particularly for the Collins Avenue intersection.	Comment noted.
Roundabouts	Concerns with truck traffic being able to use the roundabouts	Roundabouts are designed to accommodate trucks, with larger loads tracking on the apron.
Refinery Entrance/Curve	Several concerns were brought up about the curve near the refinery and trucks being able to enter and exit safely and efficiently.	Coordination with the Refinery is ongoing.
Refinery Entrance/Curve	Adjacent landowner and refinery were not in favor of 35 mph curve	Comment noted.
Construction	How long will construction take and will traffic movement be facilitated? The Park District specifically asked they receive communication regarding construction particularly around the time of large events.	The project is projected to be constructed in one construction season. Two-way traffic will be maintained through the corridor, with a minimum of one lane in each direction. Instances may occur where single-lane traffic with flaggers and/or pilot cars would be required.
Construction	Construction completion was a concern for Mandan Park District, Refinery, and adjacent business. Large events at the sports complex (graduation and football games) and the next turnaround at the refinery scheduled for Sept/Oct. 2020 were noted as concerns.	The project team is aware of these events and will take it into consideration during the construction phasing of the project.

Topic	Comments	Responses
16 th Street	When will 16 th Street be constructed and where will it be located? 16th Street will come down and intersect right by the interchange. Is there going to be enough room between the interchange and the future 16th Street? I'm concerned that the additional traffic from the development could cause some issues if they ever need to be signalized.	Construction of 16 th Street is development driven. It will line up with the Refinery's field office entrance. The realignment options move the interchange intersection further south. The roundabout design could be moved further south to increase the distance between the intersections.
Special Assessments	What is the special assessment boundary? Will the Refinery be included?	Boundaries have not been drawn yet. Only City residents can be special assessed. A portion of the refinery is on City limits, so they can and will be special assessed.

Table 5, Comparison of Alternatives

Alternative/ Option	Advantages	Disadvantages
A1 – No Build	<ul style="list-style-type: none"> No initial cost 	<ul style="list-style-type: none"> Does not meet the purpose and need
B1 – Realign Ramps	<ul style="list-style-type: none"> Provides better alignment for potential future signalization Corrects the issue of overlapping left turn movements Fewer wetland impacts than C1 Lower construction cost than C1 No right-of-way impacts Moves north intersection further south, which provides greater separation between 16th Street and the north interchange intersection 	<ul style="list-style-type: none"> Large quantities of waste from the southwest quadrant of the south intersection Potential geotechnical concerns with modifying the backslope Left turn lanes under Mandan Avenue would still not meet the NDDOT Design Manual requirements
C1 – Roundabout Intersections	<ul style="list-style-type: none"> Corrects the issue of overlapping left turn movements Would correct the issue of the non-conforming left turn lanes on Mandan Avenue, since the turn lanes would no longer be necessary with a roundabout No right-of-way impacts Safety benefits from installing a roundabout compared to a standard intersection 	<ul style="list-style-type: none"> Large quantities of waste from the southwest quadrant of the south intersection Higher construction cost than B1 Would require a retaining wall on the south roundabout More wetland impacts than B1
A2 – No Build	<ul style="list-style-type: none"> No initial cost 	<ul style="list-style-type: none"> Does not meet purpose and need
B2 - Build	<ul style="list-style-type: none"> Improves pedestrian facilities Improves lighting throughout the corridor Provides two-way left turn lane to improve capacity along Old Red Trail Repair damaged concrete on Mandan Avenue Improve vertical geometry to meet 35- mph design speed Improve intersection sight distance to meet 35- mph design speed at all approaches Provides additional landscaping opportunities 	<ul style="list-style-type: none"> Higher cost than A2 Permanent right-of-way acquisition

Alternative/ Option	Advantages	Disadvantages
Option 1	<ul style="list-style-type: none"> • Improve radius so two trucks can make the turn simultaneously • Lower cost than Option 2 • Fewer right-of-way impacts than Option 2 	<ul style="list-style-type: none"> • Does not meet design speed of the Mandan Avenue/Old Red Trail Corridor
Option 2	<ul style="list-style-type: none"> • Meets the design speed of the Old Red Trail/Mandan Avenue Corridor 	<ul style="list-style-type: none"> • Higher cost than Option 1 • More right-of-way impacts than Option 1
Option 3	<ul style="list-style-type: none"> • Lower cost than Option 4 • Fewer right-of-way impacts than Option 4 • Would likely require signalization in the future, depending on development 	<ul style="list-style-type: none"> • May have operation deficiencies in the future until signal is installed • Would require additional widening, adding turn lanes in the future when signal is installed
Option 4	<ul style="list-style-type: none"> • Provides additional pedestrian facilities across the west and north approaches • Improves capacity today and would continue to function even after a signal is warranted 	<ul style="list-style-type: none"> • Higher cost than Option 3 • More right-of-way impacts than Option 3
Option 5	<ul style="list-style-type: none"> • Provides additional turn lanes at 27th Street • Improves pedestrian signing at 27th Street • Widens roadway to 3' shoulders • Lower cost than Option 6 • Fewer right-of-way impacts than Option 6 	<ul style="list-style-type: none"> • Fewer right-of-way impacts than Option 6
Option 6	<ul style="list-style-type: none"> • Provides additional turn lanes at 27th Street • Improves pedestrian signing at 27th Street • Reconstructs roadway to 8' shoulders 	<ul style="list-style-type: none"> • Higher cost than Option 5 • More right-of-way impacts than Option 5

Table 6, Recommendations

	1. Do you concur with the project concepts as proposed?		2. Which alternative(s) should proceed with the project IM-1-094(200)153?				3. Which alternative(s) should proceed with the project SU-1-806(052)071?		Which options should proceed with alternative B2 with project SU-1-806(052)071?												4. Should the existing lighting along Mandan Avenue be replaced to meet current design standards?		
	Yes	No	A1	B1		C1	A2	B2	B2												Yes	No	
				C	A				C	A	Option 1		Option 3	Option 4	Option 5	Option 6							
Concrete or Asphalt Section				C	A	C	A		A	C	A	C	A	C	A	C	A	C	A	C	A		
Office of Project Development																							
Office of Transportation Programs																							
Office of Operations																							
Bridge Division																							
Construction Services Division																							
Design Division																							
Bismarck District																							
Environmental and Transportation Services Division																							

	1. Do you concur with the project concepts as proposed?		2. Which alternative(s) should proceed with the project IM-1-094(200)153?				3. Which alternative(s) should proceed with the project SU-1-806(052)071?		Which options should proceed with alternative B2 with project SU-1-806(052)071?												4. Should the existing lighting along Mandan Avenue be replaced to meet current design standards?		
	Yes	No	A1	B1		C1		A2	B2	B2												Yes	No
				C	A	C	A			Option 1		Option 3	Option 4	Option 5	Option 6								
Concrete or Asphalt Section				C	A	C	A		A	C	A	C	A	C	A	C	A	C	A	C	A		
Local Government Division																							
Maintenance Division																							
Materials and Research Division																							
Programming Division																							
Planning/Asset Management Division																							
City of Mandan																							
FHWA																							

II. Executive Decisions

1. Do you concur with the project concepts as proposed?

_____ Yes

_____ No

2. Which alternative should proceed with NDDOT Project No. IM-1-094(200)153?

_____ Alternative A1 – No-Build Alternative

_____ Alternative B1 – Realign Ramps/90° Intersections Alternative

_____ Concrete Pavement (\$4,386,000)

_____ Asphalt Pavement (\$3,888,000)

_____ Alternative C1 – Roundabout Intersections Alternative

_____ Concrete Pavement (\$4,095,000)

_____ Asphalt Pavement (\$3,715,000)

3. Which alternative should proceed with NDDOT Project No. SU-1-806(052)071?

_____ Alternative A2 – No-Build Alternative

_____ Alternative B2 – Build Alternative

- Mandan Avenue concrete pavement repair
- 16th Street sanitary sewer line construction
- Reconstruction of Old Red Trail to an urban section

_____ Concrete Pavement (\$5,828,000)

_____ Asphalt Pavement (\$4,942,000)

Which curve option should be constructed at Mandan Avenue and Old Red Trail?

_____ Option 1- Construct minimum curve radius to accommodate turning trucks.

_____ Concrete Pavement (\$302,000)

_____ Asphalt Pavement (\$194,000)

_____ Option 2- Realign curve at Mandan Avenue and Old Red Trail to 35 mph design speed.

_____ Concrete Pavement (\$412,000)

_____ Asphalt Pavement (\$276,000)

Which intersection option should be constructed at Old Red Trail and Collins Avenue?

Option 3 – Maintain existing 4-way stop.

Concrete Pavement (\$284,000)

Asphalt Pavement (\$183,000)

Option 4 – Construct a roundabout.

Concrete Pavement (\$1,349,000)

Asphalt Pavement (\$1,156,000)

Which roadway typical section should be constructed on ND 1806 from Collins Avenue to 27th Street NW?

Option 5 – Major rehabilitation which would include widening the roadway to 30 feet (3-foot shoulders). (\$935,000)

Option 6 – Roadway reconstruction which would include widening the roadway to 40 feet (8-foot shoulders).

Concrete Pavement (\$2,562,000)

Asphalt Pavement (\$1,673,000)

4. Should the existing lighting along Mandan Avenue be replaced to meet current design standards at a cost of \$70,000?

Yes

No

Amendments/Comments for Project No. IM-1-094(200)153 and ~~SU-1-806(052)071~~:

Reviewers, please add your recommendations on Executive Decisions as adobe sticky notes within the decision table(s) in the previous section. Don't put your recommendations on this page. We would like all recommendations in the same area, on the decision table(s).

Ronald J. Henke, P.E., Deputy Director For Engineering Date



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 15, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, Engineering and Planning Director
PRESENTER: John Van Dyke, CFM, AICP, Principal Planner
SUBJECT: Consider Moratorium of Mural Permit Applications

STATEMENT/PURPOSE: Consider moratorium of mural permit applications until a mural ordinance is constructed satisfactory to the Mandan Architectural Review Commission (MARC) and Community Beautification Committee (CBC).

BACKGROUND/ALTERNATIVES: Mural guidelines were adopted by the Mandan City Commission in August 2018. These guidelines were the product of a sub-committee comprised of both the MARC and CBC, as well as staff from various departments.

Both the MARC and CBC believe that changes should be made and have recommended that the Principal Planner construct a draft ordinance for review by each citizen body.

Given that an applicant is vested in the laws existing at the time of application, a moratorium will provide the city time to review its rules and revise them as needed prior to accepting any applications.

The timeline for the new ordinance would be as follows:

Draft Ordinance Construction – Late January 2019
Internal Staff/Local Artist Review – Early February 2019
CBC/MARC Review – Early-to-mid-February 2019
Planning and Zoning Commission – February 25, 2019
City Commission – March/April 2019

ATTACHMENTS: None

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: Attorney Brown has been consulted regarding the method to achieve a moratorium. A specific timeframe is recommended and a motion will be required.

RECOMMENDATION: Engineering and Planning recommend a mural permit application moratorium be imposed beginning immediately and in effect for six (6) months or upon adoption of a mural ordinance, whichever is sooner.

SUGGESTED MOTION: I move to impose a moratorium on mural permit applications beginning immediately and in effect for six (6) months or upon adoption of a mural ordinance, whichever is sooner.



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 22, 2019
PREPARATION DATE: January 16, 2019
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: New Liquor License for Rice Bowl

STATEMENT/PURPOSE: All new Class F liquor licenses must be approved by the Board of City Commissioners at the time of new application.

BACKGROUND/ALTERNATIVES: The application has been received and fees have been collected. The request is a new liquor license at 609 West Main Street, Suite 2 for the Rice Bowl LLC.

ATTACHMENTS: Application and all appropriate paper work available in Finance Office.

FISCAL IMPACT: \$479.15 pro-rated

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon the establishment meeting all Fire Code, Health & Safety Code, Building Inspections Codes and all property taxes are paid to date. Frankie Huang is planning on being able to start serving February 1, 2019.

SUGGESTED MOTION: I would ask that the board approve the new class F Restaurant liquor license for the Rice Bowl LLC at 609 West Main Street, Suite 2. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code, Building Inspection Codes and all property taxes are fees are paid.

Corporation Liquor License Application

1. Type of License:

Liquor On-Sale _____ Off-Sale _____ Class: A B C D D1 E F WB MP DY
○ ○ ○ ○ ○ ○ ○ ○ ○ ○ ○ ○

Beer On-Sale _____ Off-Sale _____ Class: A B C D D1 E F WB MP DY
○ ○ ○ ○ ○ ○ ○ ○ ○ ○ ○

2. Duration of license: Annual: July 1, _____ to June 30, _____

Part of year from: Feb 1, 2019 to June 30, 2019

3. Name of business establishment at which license will be used: Rice Bowl

4. Corporate Identification Information: Please complete all of the following:

- a. Name of corporation: Rice Bowl LLC
- b. Date of incorporation: 1-1-19
- c. State of incorporation: ND
- d. Amount of authorized capital stock: 10,000
- e. Amount of paid capital: 10,000
- f. If, subsidiary, name of parent corporation: _____
- g. Purpose of incorporation: Restaurant - Tax

5. Description of licensed premises

Address: 609 W Main St #2 Mandan ND 58554

Legal description

Lot & block: Lease # 545987

Also submit on an attached page a diagram of the physical layout of the licenses premises including, a minimum of doors, storage areas and areas where liquor/beer is purchased and consumed.

6. List names, current addresses, dates of birth, ages and citizenship of all the officers, directors, managers, agents, and all persons holding 1% or more of the capital stock in the corporation (may attach). **Note: A separate notarized list of each individual's name, social security number and addresses for the last five years is required, the privacy of which will be maintained by the City, but is required for background checks:**

Frankie Huang 804 Sweetbriar Rd Mandan ND 58554
united state
Sherry Zhuang 804 Sweetbriar Rd Mandan ND 58554
united state

7. List names, current addresses, dates of birth, ages & citizenship of all persons who will have charge, management or control of the establishment for which the license is requested (may attach). **Note: A separate notarized list of each individual's name, social security number and addresses for the last five years is required, the privacy of which will be maintained by the City, but is required for background checks:**

Frankie Huang 804 Sweetbriar Rd Mandan ND 58554
united state

8. Name of the individual who is to be in charge of the day-to-day operations and management of the licensed premises and will be responsible for complying with the municipal ordinances and state laws covering the operation of the premises:

Name: Frankie Huang Address: 804 Sweetbriar Rd
City: Mandan State: ND Age: 42 DOB: Citizenship: USA

If naturalized, give date and place of naturalization: _____

List all other places of residence within the last five years: 804 Sweetbriar Rd
Mandan ND 58554

9. List the occupations and employers of each of the individuals listed in answer to Questions 6, 7 and 8 during the last five years. **Use a separate page to answer this question.**

10. Ownership/Lease: If the licensed premises is owned by the applicant, provide date of purchase.

Mandan Library
If licensed premises is leased, attach copy of executed and dated Lease.

11. Does Applicant certify that all property taxes have been paid to date on the licenses premises?

Yes No

12. Have any of the individuals identified in answer to Questions 6, 7, and 8 ever engaged in the sale or distribution of alcoholic beverages (as an owner, manager, or employee) at a location other than in the City of Mandan at any time prior to this application. Yes: No: **If yes, explain in detail on a separate page location, type of business and dates of license or employment.**

13. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever had a license of any kind (including alcoholic beverage license, other business licenses or motor vehicle license) suspended, revoked or non-renewed by any political subdivision, state or federal agency. Yes: No: **If yes, explain in detail on a separate page.**

14. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever been convicted of a violation of any law of the United States, or of any state or political subdivision, other than minor traffic violations, (but including reckless driving or driving under the influence). Yes No **If yes, explain the violation in detail on a separate page.**

15. Do any of the individuals named in answer to Questions 5, 6 or 7 have any interest whatsoever in any other liquor establishment, either at wholesale or retail, within or without the state of North Dakota. (The interest which must disclose also includes a right of inheritance by law or by will). Yes No **If, yes please explain in detail on a separate page.**

16. Does anyone other than the Corporation applying for this alcoholic beverage license or the business owning the premises have any right, estate, or interest in the lease hold, building, or furniture, fixtures or equipment, in the premises for which the license is requested. Yes No **If yes, explain in detail on a separate page.**

17. Does the Corporation applying for this alcoholic beverage license have any agreement, contract, understanding or intention to have any agreement, contract or understanding, with any person, partnership, or corporation to obtain for any other person, partnership or corporation, or to transfer to any other person, partnership or corporation the license for which this applications is made or to obtain for any other person, partnership or corporation, for any other purpose other than for the specified use of the applicant. Yes No **If yes, explain in detail on a separate page.**

18. Does the Corporation applying for this license or the person, partnership or corporation owing the premises named herein, engage in any business other than that for which the license is sought or intending to engage in any business other than for the sale of alcoholic beverages under the license for which this application is made. Yes: No: **If yes, explain, in detail on a separate page giving the type of business and identification of any and all owners.**

19. List the names and addresses of all officers, directors and stockholders of the Corporation who are engaged or employed in a capacity in the conduct or operation of the business at which the alcoholic beverage license is to be used.

Frankie Huang
Sherry Zhuang

20. The corporation must have a valid Certificate of authority issued by the North Dakota Secretary of state and a valid Alcoholic Beverage License issued by the ND Attorney General's Office. **A copy of the Certificate of Authority and ND Alcoholic Beverage License must be attached hereto.**

21. List the names, addresses of at least 3 business references.

Pepsi Co - 2517 34 st NW Mandan ND
Ameripride - 1238 Frontier Dr Bismarck
Sysco - Asian Foods - 1300 L'Orient St St Paul, MN 55117.

22. Does the building or structure in which the business is to be conducted meet all applicable state and local building, health and zoning regulations and requirements? Yes No **Applicant must attach certifications of compliance from each state and/or local agency or department responsible for building, health and zoning regulations.**

23. List all the names of individuals who are authorized to make purchases for the business at which the license is to be used and located.

Frankie Huang.

Note: These individuals must submit their names, current address and social security numbers on the forms which will protect their rights of privacy, but allow the appropriate police department background checks to be done. If not attached, the application will be deemed incomplete.

24. List the names of all individuals who are authorized to sign checks used to pay the payroll and expense bills of the business at which the license is to be used.

Frankie Huang.

STATE OF NORTH DAKOTA)
) ss. Affidavit of Application Completeness and Accuracy,
) Sworn Statement of Conditions of Licensure,
COUNTY OF MORTON) and Agreement to Right of Entry of City Personnel

I, Frankie Huang, having been sworn and under oath, state that I am a duly authorized officer or director, namely owner, of the above named corporation which hereby applies for the above referenced alcoholic beverage license in the City of Mandan, and I do hereby certify that the above information is true and correct to the best of my knowledge and beliefs.

I do further certify that said corporation and its officers, directors and employees will abide by the provisions of Chapter 12-01, 12-02 and 12-03 of the Mandan Code of Ordinances and any amendments thereto, as well as all applicable laws of the State of North Dakota, and the United States Government and that said Corporation, its officers, directors and employees will not permit the violation of any law, rule or regulation on the premises at which the license is authorized. I further certify that the corporation, its officers and directors acknowledge that this license will only authorize the retail sale of liquor, including beer, wine and other spirits as defined by the North Dakota Century Code, at the premises designated in this application and depicted on the attached diagram.

I do further certify and affirm on behalf of the corporation, its officers, directors and employees that the corporation will not sell or permit the sale of alcoholic beverages to a minor, incompetent person, or anyone who is under the influence or an habitual drunkard and that I will accept any penalty including, suspension or revocation of license for any violation of said prohibited sales.

I do further certify and affirm that the applicant corporation, its officers and directors understand and acknowledge that any license granted under this application confers no property right to the applicant or licensee, and that said license will not be transferable except by specific authority of the Mandan Board of City Commissioners.

I do further certify and affirm that the applicant corporation, its officers, directors and employees do hereby consent to the entry of any city official (including administrative, building, zoning health and fire officials) and its police officers upon the premises described herein at any hour of the day or night and that they shall have free access to the described premises and every part thereof for the purpose of inspecting the premises and the records of this applicant relating to the operation of the premises, and purchase and sale of alcoholic beverages. I further certify and affirm that the corporation, its officers, directors and employees do hereby waive any and all rights that they may have under the Constitution of the United States and the State of North Dakota, relative to searches and seizures without issuance of a search warrant, and the applicant does hereby agree that such immunities shall never be claimed by them, and that such entry, inspection, search and seizure may be made at any time without a search warrant, which waiver of rights is acknowledged to be a condition of licensure.

Dated at Mandan, North Dakota, on this 16 day of Jan, 20 19.

By: 
Its: _____

Attest:

By: _____
Its: _____

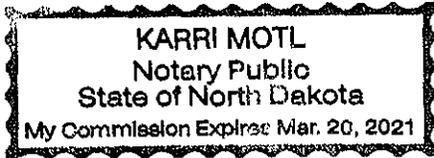
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

I Frankie Huang being first duly sworn, deposes and says that he/she is the individual who executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions and agreement of right to entry by city personnel, that he/she has read each question and statement contained therein and knows the contents thereof to be true and accurate, and that he/she has furnished the answers set forth in said application, and that each one of said answers is true to the best of this knowledge.

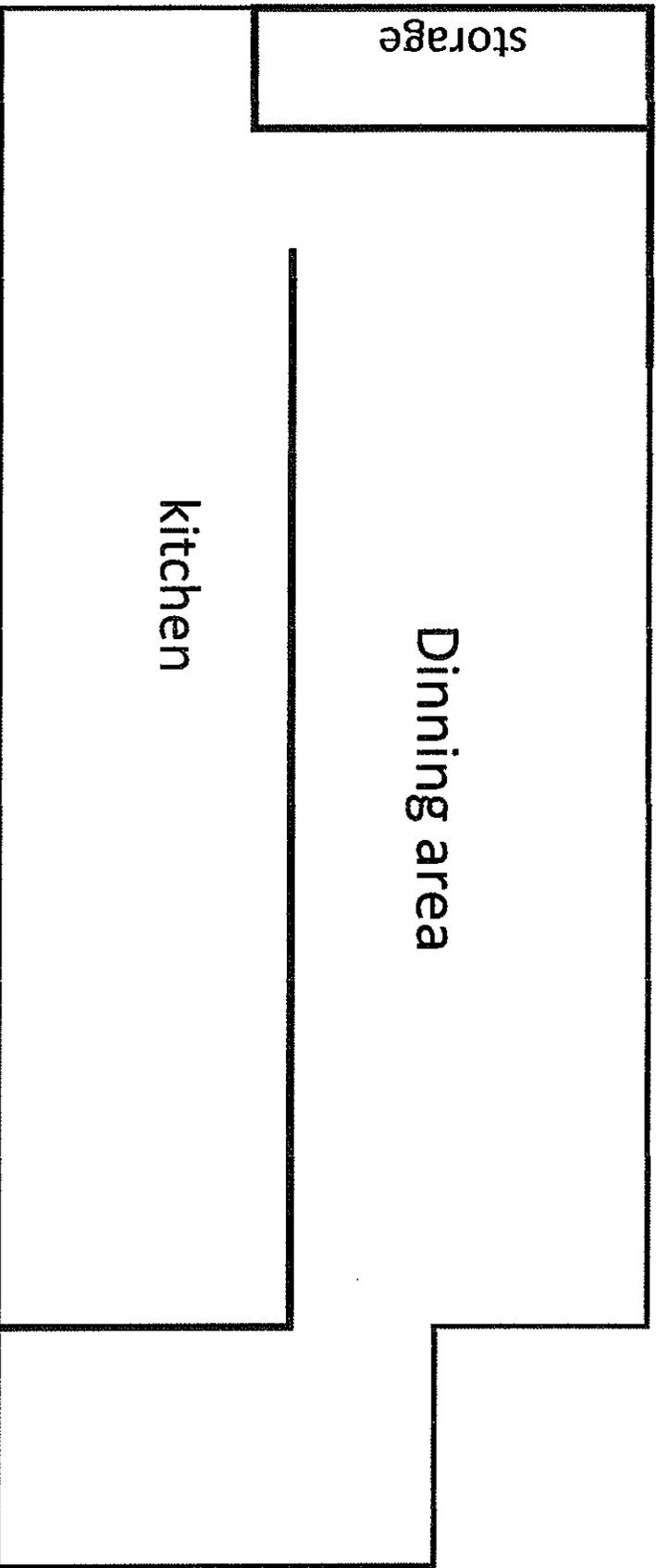
Subscribed and sworn to before me on this 16th day of January, 2019.

(Notary Seal)

Karri Motl



emergency exit



storage

Dining area

Kitchen

entrance

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF ORGANIZATION OF

RICE BOWL LLC
Secretary of State ID#: 46,330,900

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that Articles of Organization for

RICE BOWL LLC
duly signed and executed pursuant to the provisions governing a North Dakota LIMITED LIABILITY COMPANY, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Organization to

RICE BOWL LLC

Effective date of organization: November 30, 2018

Issued: November 30, 2018

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



CUSTER HEALTH UNIT LICENSE TO OPERATE



LICENSE NUMBER: R40

LICENSE TYPE: RESTAURANT

ESTABLISHMENT: RICE BOWL

OWNER: FRANKIE HUANG

ADDRESS: 609 WEST MAIN ST

CITY, ST, ZIP MANDAN, ND 58554

This license to operate certifies that having agreed to comply with the provisions of the "North Dakota Requirements for Food and Beverage Establishments" as adopted by Custer Health Unit, permission is hereby granted for the above named owner to operate the above named establishment. Comments regarding the issuance of this license should be addressed to Custer Health Unit, 403 Burlington St SE, Mandan, ND 58554, 701-667-3370.

2018

Erin Ourada, MPH, REHS/RS

This license must be posted for public view in a conspicuous place. Expires December 31, 2018.

State of North Dakota
Sales and Use Tax Permit

Issued under the provisions of North Dakota Sales and Use Tax Acts,
343633 00

RICE BOWL LLC
609 W MAIN ST STE A
MANDAN ND 58554-3169

is hereby licensed to engage in business as a retailer in the State of North Dakota.
This permit is not transferable. Post conspicuously in licensed place of business.

A person who does a temporary business at one place or who is a transient business (other than on a regular or permanent route) must exhibit this permit to a prospective customer before soliciting a sale.

Ryan Rauschenberger
State Tax Commissioner



Board of City Commissioners

Agenda Documentation

MEETING DATE: January 18, 2019
PREPARATION DATE: January 18, 2019
SUBMITTING DEPARTMENT: City Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: New Class MP Liquor License for Taylor Made BBQ LLC.

STATEMENT/PURPOSE: All new Class MP Liquor licenses must be approved by the Board of City Commissions at time of new application.

BACKGROUND/ALTERNATIVES: The application has been received and fees have been collected. The request is a new Class MP Liquor license at 316 W. Main Street for Taylor Made BBQ LLC.

ATTACHMENTS: Application and all appropriate paper work available in Finance Office.

FISCAL IMPACT: \$390.00 pro-rated

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon the establishment meeting all Fire Code, Health & Safety Code, and Building Inspections Codes now that renovations are finished and all property taxes paid to date.

SUGGESTED MOTION: I would ask that the board approve the new Class MP Member Producer liquor license for Taylor Made BBQ at 316 W. Main Street. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code, Building Inspection Codes and all property taxes and fees are paid.

Corporation Liquor License Application

1. Type of License:

Liquor On-Sale _____ Off-Sale _____ Class: A B C D DI E F WB MP DY
○ ○ ○ ○ ○ ○ ○ ○ ○ ○ ○ ○

Beer On-Sale _____ Off-Sale Class: A B C D DI E F WB MP DY
○ ○ ○ ○ ○ ○ ○ ○ ○ ○

2. Duration of license: Annual: July 1, _____ to June 30, _____

Part of year from: Feb 1, 2019 to Jan 30, 2020

3. Name of business establishment at which license will be used: _____

Taylor Made BBQ LLC

4. Corporate Identification Information: Please complete all of the following:

a. Name of corporation: Taylor Made BBQ LLC

b. Date of incorporation: October 4, 2016

c. State of incorporation: North Dakota

d. Amount of authorized capital stock: 1000 shares

e. Amount of paid capital: N/A

f. If, subsidiary, name of parent corporation: Laughing Sea Brewing Company, LLC

g. Purpose of incorporation: Operation of restaurant serving beer/wine

5. Description of licensed premises

Address: 316 W. Main St., Manton, ND 58554

Legal description

Lot & block: Lot 12, Block 9, Original Town, now City of Manton, Manton County, ND

Also submit on an attached page a diagram of the physical layout of the licenses premises including, a minimum of doors, storage areas and areas where liquor/beer is purchased and consumed.

6. List names, current addresses, dates of birth, ages and citizenship of all the officers, directors, managers, agents, and all persons holding 1% or more of the capital stock in the corporation (may attach). Note: A separate notarized list of each individual's name, social security number and addresses for the last five years is required, the privacy of which will be maintained by the City, but is required for background checks:

Please see attached for
Todd Sattler 33 1/3 % owner
Mike Fruehlich 33 1/3 % owner
Kent Taylor 33 1/3 % owner

7. List names, current addresses, dates of birth, ages & citizenship of all persons who will have charge, management or control of the establishment for which the license is requested (may attach). Note: A separate notarized list of each individual's name, social security number and addresses for the last five years is required, the privacy of which will be maintained by the City, but is required for background checks:

Please see attached for Ellen
Knutsen and Kendra Taylor

8. Name of the individual who is to be in charge of the day-to-day operations and management of the licensed premises and will be responsible for complying with the municipal ordinances and state laws covering the operation of the premises:

Name: Ellen Knutsen Address: 1320 Broman Ave.
City: Bismarck State: ND Age: _____ DOB: _____ Citizenship: USA

If naturalized, give date and place of naturalization: _____

List all other places of residence within the last five years: 3745 Sandy River Dr.,
Bismarck, ND 58503

9. List the occupations and employers of each of the individuals listed in answer to Questions 6, 7 and 8 during the last five years. Use a separate page to answer this question.

10. Ownership/Lease: If the licensed premises is owned by the applicant, provide date of purchase.

If licensed premises is leased, attach copy of executed and dated Lease. ✓

11. Does Applicant certify that all property taxes have been paid to date on the licenses premises? ✓
 Yes No

12. Have any of the individuals identified in answer to Questions 6, 7, and 8 ever engaged in the sale or distribution of alcoholic beverages (as an owner, manager, or employee) at a location other than in the City of Mandan at any time prior to this application. Yes: No: _____ If yes, explain in detail on a separate page location, type of business and dates of license or employment. ✓

13. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever had a license of any kind (including alcoholic beverage license, other business licenses or motor vehicle license) suspended, revoked or non-renewed by any political subdivision, state or federal agency. Yes: No: _____ ✓
If yes, explain in detail on a separate page.

14. Have any of the individuals identified in answer to Questions 6, 7 and 8 ever been convicted of a violation of any law of the United States, or of any state or political subdivision, other than minor traffic violations, (but including reckless driving or driving under the influence). Yes No: _____ If yes, explain the violation in detail on a separate page. ✓

15. Do any of the individuals named in answer to Questions 5, 6 or 7 have any interest whatsoever in any other liquor establishment, either at wholesale or retail, within or without the state of North Dakota. (The interest which must disclose also includes a right of inheritance by law or by will). Yes No: _____ ✓
If, yes please explain in detail on a separate page.

16. Does anyone other than the Corporation applying for this alcoholic beverage license or the business owing the premises have any right, estate, or interest in the lease hold, building, or furniture, fixtures or equipment, in the premises for which the license is requested. Yes No: _____ If yes, explain in detail on a separate page.

17. Does the Corporation applying for this alcoholic beverage license have any agreement, contract, understanding or intention to have any agreement, contract or understanding, with any person, partnership, or corporation to obtain for any other person, partnership or corporation, or to transfer to any other person, partnership or corporation the license for which this applications is made or to obtain for any other person, partnership or corporation, for any other purpose other than for the specified use of the applicant. Yes No: _____ If yes, explain in detail on a separate page.

18. Does the Corporation applying for this license or the person, partnership or corporation owing the premises named herein, engage in any business other than that for which the license is sought or intending to engage in any business other than for the sale of alcoholic beverages under the license for which this application is made. Yes: No: _____ If yes, explain, in detail on a separate page giving the type of business and identification of any and all owners.

19. List the names and addresses of all officers, directors and stockholders of the Corporation who are engaged or employed in a capacity in the conduct or operation of the business at which the alcoholic beverage license is to be used.

N/A

20. The corporation must have a valid Certificate of authority issued by the North Dakota Secretary of state and a valid Alcoholic Beverage License issued by the ND Attorney General's Office. A copy of the Certificate of Authority and ND Alcoholic Beverage License must be attached hereto.

21. List the names, addresses of at least 3 business references. Apple Creek Builders,
2324. Morrison Ave, Bismarck, ND 58502; McGuade
Distributing, 1150 Industrial Dr., Bismarck, ND 58501;
Tim Electric, 6636 S. 12th St., Bismarck, ND 58504

22. Does the building or structure in which the business is to be conducted meet all applicable state and local building, health and zoning regulations and requirements? (Yes) No Applicant must attach certifications of compliance from each state and/or local agency or department responsible for building, health and zoning regulations.

23. List all the names of individuals who are authorized to make purchases for the business at which the license is to be used and located.

Ellen Kautsky, General Manager
Mentha Taylor, Kitchen and catering manager

Note: These individuals must submit their names, current address and social security numbers on the forms which will protect their rights of privacy, but allow the appropriate police department background checks to be done. If not attached, the application will be deemed incomplete.

24. List the names of all individuals who are authorized to sign checks used to pay the payroll and expense bills of the business at which the license is to be used.

Ellen Kautsky, General Manager
Mentha Taylor, Kitchen and catering manager

STATE OF NORTH DAKOTA)
) ss. Affidavit of Application Completeness and Accuracy,
COUNTY OF MORTON) Sworn Statement of Conditions of Licensure,
 and Agreement to Right of Entry of City Personnel

I, Todd Sattler, having been sworn and under oath, state that I am a duly authorized officer or director, namely Secretary/Treasurer, of the above named corporation which hereby applies for the above referenced alcoholic beverage license in the City of Mandan, and I do hereby certify that the above information is true and correct to the best of my knowledge and beliefs.

I do further certify that said corporation and its officers, directors and employees will abide by the provisions of Chapter 12-01, 12-02 and 12-03 of the Mandan Code of Ordinances and any amendments thereto, as well as all applicable laws of the State of North Dakota, and the United States Government and that said Corporation, its officers, directors and employees will not permit the violation of any law, rule or regulation on the premises at which the license is authorized. I further certify that the corporation, its officers and directors acknowledge that this license will only authorize the retail sale of liquor, including beer, wine and other spirits as defined by the North Dakota Century Code, at the premises designated in this application and depicted on the attached diagram.

I do further certify and affirm on behalf of the corporation, its officers, directors and employees that the corporation will not sell or permit the sale of alcoholic beverages to a minor, incompetent person, or anyone who is under the influence or an habitual drunkard and that I will accept any penalty including, suspension or revocation of license for any violation of said prohibited sales.

I do further certify and affirm that the applicant corporation, its officers and directors understand and acknowledge that any license granted under this application confers no property right to the applicant or licensee, and that said license will not be transferable except by specific authority of the Mandan Board of City Commissioners.

I do further certify and affirm that the applicant corporation, its officers, directors and employees do hereby consent to the entry of any city official (including administrative, building, zoning health and fire officials) and its police officers upon the premises described herein at any hour of the day or night and that they shall have free access to the described premises and every part thereof for the purpose of inspecting the premises and the records of this applicant relating to the operation of the premises, and purchase and sale of alcoholic beverages. I further certify and affirm that the corporation, its officers, directors and employees do hereby waive any and all rights that they may have under the Constitution of the United States and the State of North Dakota, relative to searches and seizures without issuance of a search warrant, and the applicant does hereby agree that such immunities shall never be claimed by them, and that such entry, inspection, search and seizure may be made at any time without a search warrant, which waiver of rights is acknowledged to be a condition of licensure.

Dated at Mandan, North Dakota, on this 18th day of January, 2019

By: Todd Sattler
Its: Secretary/Treasurer

Attest:

By: _____
Its: _____

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

I Todd Sattler, being first duly sworn, deposes and says that he/she is the individual who executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions and agreement of right to entry by city personnel, that he/she has read each question and statement contained therein and knows the contents thereof to be true and accurate, and that he/she has furnished the answers set forth in said application, and that each one of said answers is true to the best of this knowledge.

Subscribed and sworn to before me on this 18th day of January, 20 19.

(Notary Seal)

Kari Motl



LEASE AGREEMENT

THIS AGREEMENT, made by and between GMI Investments, LLP, of Bismarck, North Dakota, hereafter referred to as the "Lessor," and Taylor Made BBQ LLC. of Mandan, North Dakota, hereafter referred to as "Lessee".

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. DESCRIPTION OF PREMISES. Lessor leases to Lessee the premises described as follows:

The main floor, upper office and the west side of garage of the building located at 316 West Main St., Mandan, North Dakota; with a legal description of Lot 12, Block 9. Original Town, now City of Mandan, Morton County, North Dakota.

2. TERM. The term of this Lease is for three (3) years beginning on October 1, 2016 and terminating thirty-six (36) months later.

2.1 RENEWAL OPTION. Lessee has five (5) options to extend the term of this lease for a period of one year at the expiration of the original term or at the expiration of a renewal term. Lessee shall give the Lessor thirty (30) days notice prior to the end of the original term or any renewal period, of Lessee's intent to exercise its option. Each renewal period shall be on the same terms and conditions as the original lease term, except for rent, which shall be agreed by the parties. If the parties cannot agree on the amount of rent for a renewal term, this lease shall terminate at the end of the then current term.

3. RENT. Each month, Lessee shall pay Lessor the total monthly rent of \$1,400.00. Rent shall be due and owing no later than the 5th day of each month, in advance. If the rent is not paid on or before the 5th day of each month, a late fee of \$35.00 shall be due to Lessor from Lessee. If the initial or final month of the Term of this Lease is less than a calendar month, rent for such partial month shall be prorated at the rate of one-thirtieth of the monthly rent for each

day, payable in advance.

3.1 DEPOSIT. Upon the execution of this Lease, Lessee shall deposit with Lessor a lease assurance deposit in an amount equal to one month's rent in the amount of \$1,400.00, which may not be commingled with Lessor's funds and shall be deposited in a federally insured depository established solely for security deposits. Lessor may withhold any portion of the deposit and accrued interest required by Lessor to remedy any breach of the Lease by Lessee, to be applied in such order as Lessor may determine or as the law may require, including but not limited to the following:

Any of Lessee's obligations advanced by Lessor (such as unpaid utilities); any interest owed to Lessor; unpaid rent; costs of cleaning; repair of damage; costs of collection of any amount owed Lessor.

Any remaining balance of such deposit, together with applicable interest, shall be returned to Lessee within thirty (30) days after the termination of the Lease. Should the Lessor have cause to withhold any portion of the deposit and accrued interest, Lessor will notify Lessee within thirty (30) days of lease termination.

4. USE OF PREMISES. The premises are to be used only by Lessee and its employees for business purposes.

5. WASTE, NUISANCE OR UNLAWFUL ACTIVITY. Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

6. UTILITIES. Lessee shall pay all of the utilities for the premises including snow removal, heat, lights, water and sewer.

7. REPAIRS AND MAINTENANCE. Lessee shall clean and maintain the leased premises, and keep them in good repair at its own expense.

8. DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES. Lessor represents that the premises are in fit condition for use by the Lessee. The parties hereby agree that the utilities are in good working condition. The parties agree that this paragraph constitutes a statement detailing the condition of the premises as required by § 47-16-07.2, N.D.C.C. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the Lease term, or any renewal thereof, in the same condition as when Lessee took possession, other than added improvements made with the permission of Lessor, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before surrender, Lessee shall remove all business signs placed on the premises by Lessee and restore the portion of the premises on which they were placed in the same condition as when received.

9. NONLIABILITY OF LESSOR FOR DAMAGES. Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee during the term of this Lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature. Upon receipt of written notice from the Lessee that a structural defect exists on the premises, Lessor shall be responsible for damage or loss to persons not a party to this lease arising out of occurrences after the receipt of such notice and prior to the repair thereof. After repair, the Lessee shall be responsible as aforesaid.

10. INSURANCE. Lessee shall procure and maintain in force at its expense during the term of this lease and any extension thereof, public liability insurance. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of Two Million and no/100

Dollars (\$2,000,000.00) for each person injured, Two Million and no/100 Dollars (\$2,000,000.00) for any one accident, and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage. The insurance policies shall provide coverage for contingent liability of Lessor on any claims or losses.

The Lessor shall be responsible and shall maintain fire insurance on the premises, but the Lessee shall be responsible for insuring any of its own equipment, fixtures and supplies contained within the building.

11. RESTORATION. If the premises are damaged by fire or other unavoidable casualty whereas to be unfit for occupancy or use, and so that the premises cannot be rebuilt or restored by Lessor within 120 days thereafter, then this lease shall terminate. If the leased premises can be rebuilt or restored within 120 days, Lessor will at its expense and with due diligence rebuild or restore the premises, and during the period of restoration Lessee shall pay only a reasonable rental for such part of the premises as shall be fit or occupancy by Lessee.

12. REAL ESTATE TAXES. Lessor shall be responsible for payment of the real estate taxes and special assessments on the leased premises.

13. ASSIGNMENT OR SUBLEASE. Lessee shall not assign or sublease the premises, or any right or privilege connected therewith.

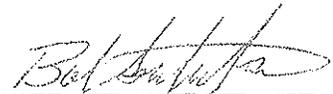
14. BREACH. Lessor may terminate this lease and take possession of the premises without waiving any rights which it may have at law, without further notice following either of these events: (a) Lessee fails to pay the rent due under this lease within 3 days following written notice of default, or (b) Lessee fails to commence the correction of any other violation of its covenants within 15 days after written notice or, having commenced to correct the same, should fail to carry the same to conclusion with due diligence.

15. SUCCESSION. This lease shall benefit and be binding upon the Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 31st day of October, 2016.

LESSOR:

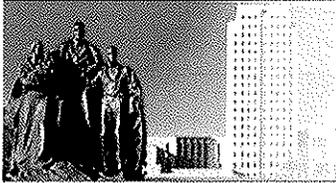
GMI Investments, LLP

By 
Its Partner

LESSEE:

Taylor Made BBQ LLC

By 
Its _____



SECRETARY OF STATE NORTH DAKOTA



[Home](#) | [Business Records Search](#)

TAYLOR MADE BBQ LLC

Corporation Details

System ID: 41792900 **Phone:** (701) 770-4497
Type: LIMITED LIABILITY COMPANY
Status: Active & Good Standing
Original File Date: 08/31/2016 **Effective Date:** 08/31/2016
State of Origin: North Dakota

Nature of Business

BBQ RESTAURANT

Principal Office

316 W MAIN ST MANDAN, ND 58554-3144

Registered Agent

KENT TAYLOR
813 16TH ST NE
WATFORD CITY, ND 58854-0500
Established Date: Oct 24, 2018

Generate an Annual Report To File

To Generate a Annual Report form to be filed with the Secretary of State, select the appropriate year of the report you intend to file. This report does not contain details of a report previously filed with the Secretary of State. The annual report years reflected are an indication of the various report forms available in this site and is not an indication that an entity needs to file reports for all years. Missing years indicate that the forms for the missing year have not yet been deployed to the website, or have already been removed, and can be obtained by contacting the Secretary of State.

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North Dakota Legislative Branch

Legislative Bill Tracking - Sixty-sixth Assembly (2019) - Edit Bill List

[Tracking Lists](#) | [Today's Calendar](#) | [Committee Hearings](#) | [Conference Committee Hearings](#) | [Bill Status](#) | [Bills Introduced Since](#) | [Manage Mobile Devices](#)

*List Name:

Bill	Title	Description	Comment	Action
HB 1041	Relating to the homestead tax credit for special assessments; to provide for application; and to provide an effective date.	Increase amount from \$6,000 to \$15,000 and lower interest rate from 9% to 6%	Finance - Support	Edit Delete
HB 1066	Relating to infrastructure funds; to amend and reenact subsection 5 of section 57-51-01 and sections 57-51-15, 57-51.1-07.3, and 57-51.1-07.5 of the North Dakota Century Code, relating to oil and gas tax revenue allocations; to provide a continuing appropriation; to provide for a report; and to provide an effective date.	"Prairie Dog Bill"	Support	Edit Delete
HB 1117	Relating to publication of legal notices in a newspaper and online.	Place legal notices online	Administration - support	Edit Delete
HB 1182	Relating to limitations on increases in property assessments for property tax purposes; and to provide an effective date.	Limits increase in valuations to 3%	Assessing - Finance - oppose - would create valuations that would be meaningless	Edit Delete
HB 1184	Relating to eliminating the ability of state and local government authorities from using quick take eminent domain; and to repeal sections 11-10-26 and 24-01-22.1 of the North Dakota Century Code, relating to appeals related to acquiring a right of way through the use of quick take eminent domain.	Eliminates authority to use quick take eminent domain which could impact FHWA and FAA project timing and funding	Engineering - Oppose	Edit Delete
HB 1210	Relating to qualified electors in city elections.	Residents of Extraterritorial zoning jurisdiction of a city is entitled to vote in governing body of the city	Administration -	Edit Delete
HB 1286	Relating to reporting seizures and forfeitures, and prohibiting adoptive seizures; to create and enact sections 29-31.1-04.1, 29-31.1-04.2, 29-31.1-04.3, 29-31.1-04.4, 29-31.1-04.5, 29-31.1-04.6, 29-31.1-04.7, 29-31.1-04.8, and 29-31.1-04.9 of the North Dakota Century Code, relating to manner of forfeiture, forfeiture proceeding as civil action, disposition of property, and hearing on contested forfeiture and proportionality; to amend and reenact sections 12.1-06.1-05 and 12.1-06.1-06, subsection 2 of section 12.1-23.1-03, sections 19-03.1-36, 20.1-10-01, 20.1-10-03, and 20.1-10-07, subsection 1 of section 27-20-03, subsection 1 of section 28-04-03, sections 29-27-02.1, 29-31.1-01, 29-31.1-03, 29-31.1-04, 29-31.1-05, and 29-31.1-06, subsection 1 of section 29-31.1-07, sections 29-31.1-08, 29-31.1-09, 39-03-18, and 39-08-01.3, subsection 2 of section 39-30-03, section 39-30-04, subsection 1 of section 39-30-05, sections 40-11-13, 47-21.1-04, 54-12-14, 57-36-14, and 62.1-01-02, and subsection 2 of section 62.1-05-01 of the North Dakota Century Code, relating to racketeering, forfeiture of controlled substances, forfeiture of confiscated hunting and fishing equipment, juvenile court jurisdiction, property forfeiture and disposition, highway patrol and attorney general assets forfeiture fund, and forfeiture of dangerous weapons and firearms; to repeal sections 19-03.1-36.1, 19-03.1-36.2, 19-03.1-36.3, 19-03.1-36.4, 19-03.1-36.5, 19-03.1-36.6, 19-03.1-36.7, 20.1-10-04, and 29-31.1-10, and chapter 32-14 of the North Dakota Century Code, relating to forfeiture proceedings, forfeiture disposition, and actions to recover forfeitures; and to provide an appropriation.	Takes away ability to utilize forfeited assets which would negatively impact Police Department	Police - Oppose	Edit Delete
HB 1289	Relating to notice filings and property valuation spot checks; and to provide an effective date.		Assessing/Finance - Monitor	Edit Delete
HB 1307	Relating to special assessments.	benefit of special assessments to property	Engineering - Finance - Monitor	Edit Delete

HB 1328	Relating to mill levy limitations in cities and excess levy limitations for cemetery purposes; and to provide an effective date.	city may levy 4 mills for cemetery, but must reduce general fund levy any excess mills over 2	Public Works - Finance - Monitor	Edit Delete
HB 1375	Relating to references to party affiliation in elections; and to repeal section 40-21-06 of the North Dakota Century Code, relating to references to party affiliation in petitions of candidates for city elective offices.		Administration -	Edit Delete
HB 1379	Relating to adoption and referral of preliminary budgets of cities, counties, school districts, and park districts; and to provide an effective date.	Adopts preliminary budget by July 10, provide referral vote with petition	Finance - Oppose	Edit Delete
HB 1380	Relating to limitations on property tax levies by taxing districts without voter approval; to amend and reenact subsection 4 of section 15.1-27-04.1 of the North Dakota Century Code, relating to the determination of school district state aid payments; and to provide an effective date.	Cap City Budget at 3%	Finance - Oppose	Edit Delete
SB 2010	A BILL for an Act to provide an appropriation for defraying the expenses of the insurance commissioner; and to provide an appropriation for the distribution of funds from the insurance tax distribution fund.	Fire Insurance Premium	Fire - Support	Edit Delete
SB 2189	Relating to the meeting of the board of equalization of a city.	Changes BOE date to within first 15 days of April, rather than 2nd Monday	Assessing/Finance - Support	Edit Delete
Add Bills				