

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign.

Received as of September 15, 2015:

- Houston Engineering, Inc.—wetland inventory, delineation and permitting for design of Cass County Highway 17 from 12th Avenue North to I-29;
- North Dakota Public Employees Retirement System (NDPERS)—employer participation agreement for law enforcement retirement plan;
- Vanguard Appraisals, Inc.—reassessment services to be done in 2019 for the City of Buffalo and for an additional 400 parcels in various cities and townships to be chosen by the Tax Director with a 50/50 cost share with the local jurisdictions.



RECEIVED

SEP 22 2015

MEMORANDUM

CASS COUNTY COMMISSION

**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Assistant County Engineer

TO: Cass County Commission

FROM: Jason Benson, Cass County Engineer *JBS*

DATE: September 22, 2015

SUBJECT: Consent Agenda Item for October 5, 2015 Commission Meeting: Wetland Inventory, Delineation and Permitting for Cass Hwy 17 – From 12th Ave N to I29

Attached is an Engineering Service Agreement for Houston Engineering, Inc. to complete Wetland Inventory, Delineation and Permitting for the design of Hwy 17 from 12th Ave N to I29. This is a 2016 grading and asphalt surfacing project. This work needed to determine locations of any wetlands and the impacts resulting from this proposed project. The estimated cost of this work is \$14,253.00.

SUGGESTED MOTION: Authorize chair to sign the Engineering Service Agreement for Houston Engineering, Inc. to complete the Wetland Inventory, Delineation and Permitting for Cass Hwy 17 – From 12th Ave N to I29

J:\Admin-Eng\Commission Corrsp\2015 Commission Correspondence\Consent Agenda Memo Houston Engineering CH1803 Wetlands 092215.doc

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT: Houston Engineering, 1401 21st Ave N
Fargo, ND 58102

DATE OF EXPECTED RETURN
TO THE COMMISSION OFFICE:

DATE OF REQUEST: September 22, 2015 October 5, 2015

DEPARTMENT HEAD REQUESTING SIGNATURE: *Jason Benson, 298-2372*

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE:

NOTE: Attached is an Engineering Service Agreement for Houston Engineering, Inc. for the Wetland Inventory, Delineation and Permitting for the Hwy 17 project from 12th Ave N to I29. This is a 2016 grading and asphalt surfacing project.

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO SIGN THE ENGINEERING SERVICE AGREEMENT WITH HOUSTON ENGINEERING, SUBJECT TO STATE'S ATTORNEY APPROVAL.

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: CH1803 – Cass Hwy 17 – 12th Ave N to I29

Type of Project: Wetland Inventory, Delineation and Permitting

Type of Construction: Grading and Surfacing

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and Houston Engineering of Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per Request for Proposal.

II.

The County will pay the Engineer as follows:

- A. Maximum Payment: The total contract cost to be per attached standard hourly rates not to exceed \$14,253.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor's work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer's plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer's office located at Houston Engineering, Inc.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract.

In the event that the termination of this agreement is not the fault of the Engineer the County shall compensate the Engineer for services performed prior to the termination, along with reimbursable expenses then due.

The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

The design services done as a result of this agreement are intended for use only on the project that is the subject of this agreement. The design services are not intended to be used on other projects. In the event that the County uses the design services that are the subject of this agreement on another project the use of the design services will be at the County's own risk.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County or North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000.00, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical

personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible 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.

ATTESTED:

COUNTY OF CASS

County Auditor

Chairperson, Board of County Commissioners

Date

Mark Aanenson, Houston Engineering, Inc.

Date

Scope of Services
Wetland Inventory, Delineation and Permitting
CR 17 from I29 Interchange to 12th Ave North
Dated September 18, 2015

PROJECT DESCRIPTION

The proposed construction includes crack repair and overlay and shoulder improvements. Impacts are anticipated where shoulder slopes will be widened beyond the existing conditions. Proposed consultant work includes offsite wetland review, field inventory work, a jurisdictional request to the USCOE and/or a USCOE permit application.

1.0 OFFICE WETLAND REVIEW

- 1.1 Conduct an inventory of offsite data and existing inventories within the project corridor. These will include, the National Wetlands Inventory, Soils Maps, topographic maps and aerial photography. This information will be used to target fieldwork activities and for jurisdictional requests.

2.0 FIELD WETLAND DELINEATION

- 2.1 Coordinate field work. Conduct field delineation work and record wetland boundaries of wetland areas using a GPS. Prepare a wetland delineation report.

3.0 QUANTIFY PROJECT IMPACTS TO JURISDICTIONAL WETLANDS AND PREPARE A USCOE PERMIT APPLICATION OR JURISDICTIONAL DETERMINATION.

- 3.1 Coordinate with Cass County Highway Department Staff to quantify project impacts to wetland and other waters. Determine if the project will result in fill activities placed in jurisdictional resources. Prepare USACE permit application forms and supporting documents or prepare a mailing to the USCOE requesting a jurisdictional determination for the wetlands potentially impacted by the project. The development or design of wetland replacement sites is not included in this scope of services.

Client: **Cass County Highway Department**
 Project Name: **Wetland Delineation and Permitting Cass County Road 17**
 Date: **9/18/2015**

Task 1 - Office Wetland Review.					
		Unit	Quantity	Rate	Cost
	Project Manager	hr	1	\$160.00	\$160.00
	Environmental Scientist	hr	3	\$132.00	\$396.00
	GIS Developer	hr	2	\$121.00	\$242.00
	Senior Administrative	hr	0	\$71.00	\$0.00
	GPS, Mileage, Exp.				\$0.00
			Total Task 1=		\$798.00
Task 2 - Field Delineation Work on Jurisdictional Wetland Areas and Report.					
		Unit	Quantity	Rate	Cost
	Project Manager	hr	1	\$160.00	\$160.00
	Environmental Scientist	hr	32	\$132.00	\$4,224.00
	GIS Developer	hr	6	\$121.00	\$726.00
	Senior Administrative	hr	2	\$71.00	\$142.00
	Soil Classifier	ls	1	\$4,000.00	\$4,000.00
	GPS, Mileage, Exp.	ls	1		\$0.00
			Total Task 2=		\$9,252.00
Task 3 - Calculation of Wetland Impacts, Assessment of Jurisdictional Impacts, JD Request or Permit Application.					
		Unit	Quantity	Rate	Cost
	Project Manager	hr	2	\$160.00	\$320.00
	Graduate Engineer	hr	12	\$105.00	\$1,260.00
	Environmental Scientist	hr	12	\$132.00	\$1,584.00
	GIS Developer	hr	8	\$121.00	\$968.00
	Senior Administrative	hr	1	\$71.00	\$71.00
	GPS, Mileage, Exp.				\$0.00
			Total Task 3=		\$4,203.00
			Total		\$14,253.00

**EMPLOYER PARTICIPATION AGREEMENT
IN THE
NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM
LAW ENFORCEMENT RETIREMENT PLAN**

This agreement is entered into pursuant to Section 54-52-02.1 of the North Dakota Century Code by and between CASS COUNTY 300009, North Dakota, as authorized by the resolution hereto attached and the NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM (NDPERS) as authorized by the Retirement Board through its chairman and executive director and shall be effective on January 1, 2016.

Whereas, a referendum has been held of the eligible peace officers and correctional officers of CASS COUNTY, North Dakota, pursuant to Chapter 54-52-02.2 of the North Dakota Century Code, and a majority of such eligible employees have voted in favor of participation in the Retirement System and CASS COUNTY has determined that this agreement should be entered into; and

Whereas, the North Dakota Public Employees Retirement Board agrees to extend the benefits of the Public Employees Retirement System to eligible employees of CASS COUNTY;

Now, therefore, it is agreed and understood that:

1. All of the provisions of Chapter 54-52 of the North Dakota Century Code and the current or later amended rules of the Retirement Board shall apply with regard to benefits, contributions and administration of the system.
2. The employee contribution rate has been actuarially determined to be 4.00% of "wages" and "salaries" as defined in Section 54-52-01 of the North Dakota Century Code for those eligible employees employed at the date of this agreement and for those eligible employees whose date of employment is after the effective date.
3. The employer contribution rate shall be a percentage of "wages" and "salaries" for all eligible employees as defined in Sections 54-52-01 of the North Dakota Century Code, which specific percentage shall be determined by the retirement board. (Ref. N.D.C.C. 54-52-06 and 54-52.1-03.2.)
4. Eligible employees who are employed by CASS COUNTY at the time this agreement is entered into have the option of not participating in the Public Employees Retirement System. Eligible employees who waive participation in the Public Employees Retirement System may not have their pay increased as a result of that waiver, which determination shall be made by the retirement board in its sole discretion, and any violation of this requirement will constitute a breach of this agreement.
5. All eligible employees hired by CASS COUNTY on or after January 1, 2016, must participate in the Public Employees Retirement System.
6. Should CASS COUNTY wish to terminate membership with the Public Employees Retirement System, it shall do so only after:
 - (a) Submitting a request in writing to the Retirement Board at least sixty (60)



RECEIVED

September 24th, 2015

SEP 24 2015

Auditor

Michael Montplaisir, CPA
701-241-5601

Cass County Commission
211 9th St S
Fargo, ND 58108

CASS COUNTY COMMISSION

Re: Buffalo City and 400 Additional Parcels contract

Treasurer

Charlotte Sandvik
701-241-5611

Dear Board Members:

Cass County has been encouraging local jurisdictions to have their property tax records modernized and to have their properties reassessed.

Director of Equalization

Frank Klein
701-241-5616

Buffalo City has agreed to a reassessment for 2019, with the work being performed in 2018. Cass County and the City will split the cost 50/50 with the local share being paid to Cass County over a period of 5 years. Total cost is expected to be about \$23,425 with the Cass County share being about \$11,713.

I'm also asking that Cass County enter into a contract to revalue an additional 400 parcels in various cities and townships yet to be named. We expect to cost share 50/50 with the local jurisdictions. This arrangement will allow our office the flexibility to revalue those jurisdictions with the most need in a timely manner. The estimated total cost for the 400 parcels is about \$60,000.

I'm asking the Cass County Commission to enter into the contracts with Vanguard Appraisals to perform the necessary work. This is the same firm that reassessed Kindred City a few years ago and has recently reassessed Reed Township. Cass County has also recently purchased appraisal software from the same firm.

Suggested Motion: "I move that the Cass County Chairman sign the Vanguard Appraisals Inc, Buffalo City and 400 Additional Parcels contracts."

Sincerely,

Frank Klein
Cass County Director of Equalization

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynd.gov



VANGUARD APPRAISALS, INC.

1065 SIERRA CT NE SUITE D CEDAR RAPIDS, IOWA 52402
319/365-8625 FAX 319/365-0142

September 22, 2015

Frank Klein
Cass County Tax Director
Cass County Courthouse
211 9th St., P.O. Box 2806
Fargo, ND 58108-2806

RE: Buffalo and Cass County Revaluation

Dear Frank,

I have enclosed two copies of each of the contracts for the reappraisals of the city of Buffalo and the 400 improved parcels located in Cass County, both with completion dates of February 1, 2019. Please have your Board of Commissioners chairperson sign and date both copies of each contract; retain one copy of each for your files and return the other copies of both contracts to my office.

Feel free to contact me if you have any questions or require any additional information. Thank you for considering Vanguard Appraisals, Inc. to conduct this project for Cass County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert P. Ehler', is written over a light blue horizontal line.

Robert P. Ehler, ASA
President

RPE/lim

CONTRACT AND
REAPPRAISAL SPECIFICATIONS
FOR THE REVALUATION
OF CERTAIN REAL PROPERTY IN THE
CITY OF BUFFALO, CASS COUNTY, ND



VANGUARD APPRAISALS, INC
CEDAR RAPIDS, IOWA

CONTRACT SUBMISSION

This contract is submitted this 22nd day of September, 2015, by Vanguard Appraisals, Inc., executed by Robert P. Ehler, President.

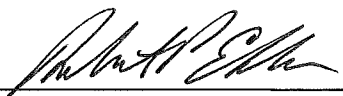
Attached hereto are specifications for the revaluation of certain described property in Buffalo, North Dakota, all of which are herewith a part of this contract.

All revaluation work shall be completed by February 1, 2019 in accordance with the attached specifications for the following prices.

<u>Class</u>	<u>Price</u>
Residential Improved	\$150.00 Per Improved Parcel
Commercial Improved	\$305.00 " " "
Licensed Grain Elevators,	
Large Commercial & Industrial	\$1,950.00 Per Site
Vacant Land	\$15.00 Per Parcel

The terms of this contract, including all specifications, shall be firm for acceptance prior to December 22, 2015.

VANGUARD APPRAISALS, INC.



Robert P. Ehler, President

CONTRACT

This agreement entered into this _____ day of _____, 20___, by and between Buffalo, Cass County, North Dakota, executed by the Cass County Board of Commissioners, First Party, and Vanguard Appraisals, Inc., executed by Robert P. Ehler, President, Second Party, as follows:

1. That attached hereto are specifications for the revaluation of certain described property in Buffalo, North Dakota.
2. That the First Party employs the Second Party, and the Second Party will perform all of the work described in all of the documents referred to in paragraph 1 hereof, in accordance with the terms and conditions set out in said documents.
3. That the First Party will pay the Second Party on a per improved parcel basis as set forth in item III of said specifications referred to in paragraph 1 of this contract, to be paid in accordance with the terms of the documents described in paragraph 1.

VANGUARD APPRAISALS, INC.


PRESIDENT

CASS COUNTY, NORTH DAKOTA

BOARD OF COMMISSIONERS CHAIRPERSON

**REAPPRAISAL OF CERTAIN REAL PROPERTY IN
BUFFALO, NORTH DAKOTA
SPECIFICATIONS**

I. PURPOSE OF APPRAISAL

This appraisal is made for the purpose of equalizing assessments in Buffalo, North Dakota in compliance with the State Laws of North Dakota, and the rules and policies laid down by the North Dakota State Tax Department, as such laws, rules and policies shall exist on the date this contract is initiated.

The appraisal of all property shall be divided between land and buildings. Values established shall be the fair and reasonable true and full values as of February 1, 2019.

II. TERMINOLOGY

The word "Company" as used in these specifications shall mean Vanguard Appraisals, Inc.

The term "Director" means the Tax Director of Cass County, North Dakota.

"Improved parcel" as used in these specifications shall mean a single tract of legally described land area containing one or more improvements.

"Vacant lot" as used in these specifications shall mean a tract of legally described land area containing no land improvements, paving or structures.

"Site" as used in these specifications shall mean any parcel or group of contiguous parcels that have been combined into one operational unit.

Licensed grain storage facility (defined as a property with a commercial grain license) sites shall consist of any parcel or parcels that operate as a single grain elevator. Large commercial or industrial sites shall consist of any parcel or parcels with a gross building area in excess of 50,000 S.F.

III. PER PARCEL BID

Residential Improved	\$150.00 Per Improved Parcel
Commercial Improved	\$305.00 " " "
Licensed Grain Elevators, Large Commercial & Industrial	\$1,950.00 Per Site
Vacant Land	\$15.00 Per Parcel

IV. APPRAISAL MANUAL

The company shall use the Vanguard Appraisals, Inc. Real Property Appraisal Manual. All company personnel shall familiarize themselves with this manual and attain a full and complete working knowledge of its schedules, methods and procedures.

V. COMPUTER GENERATED VALUES

Commercial, residential and agricultural dwelling appraised values shall be generated utilizing computer software designed for use with the Vanguard Appraisals, Inc. Real Property Appraisal Manual. The purchase and service of computer hardware is not a part of this contract. The company shall furnish all computer hardware necessary during the reappraisal project. All computer software shall be purchased from Vanguard Appraisals, Inc. under separate contract with Cass County.

VI. COMPUTER GENERATED SKETCHES

A perimeter sketch of each major building and residential dwelling shall be generated utilizing computer software compatible with the pricing software. All sketch software shall be licensed from Vanguard Appraisals, Inc. under separate contract with Cass County.

The sketches will not include details such as interior offices, mezzanines, vertical wall diagrams; or yard items such as garages, sheds, paving, or fencing.

VII. DIGITAL PHOTOGRAPHS

Each parcel of property covered under these specifications shall include as part of the property record, a digital color photograph of the principal building situated on the individual parcel.

The company shall be responsible for:

1. Purchase of digital camera.
2. Taking digital photographs in the field and listing digital photograph order on the organization sheet.
3. Transfer of digital photographs to VCS PhotoVision software.

The County shall license VCS PhotoVision software under separate contract.

VIII. OFFICE SPACE AND EQUIPMENT

The Director shall be responsible for all office space, desks and chairs for personnel of the appraisal company.

The appraisal company shall supply all computer hardware necessary for data entry during the term of the project and shall transfer all data files to the County's computer system upon completion of the project.

The company shall furnish all files and folders necessary to perform their work for the duration of the contract.

IX. RECORDS AND PLATS

The Director shall supply the company with updated and printed plat maps showing street names, subdivisions, block numbers, lot numbers and with lot dimensions displayed to scale at the beginning of the project for all platted areas within Buffalo. The Director shall supply one overall map of Buffalo showing street names in addition to the plat maps.

The County shall be responsible for the cost of all maps. Any omitted properties, discrepancies or new additions platted shall be brought to the attention of the Director and both parties shall strive to correct all irregularities.

The company shall not be responsible for deed research, drawing in/drafting new platted areas or resolving platting discrepancies.

The Director shall supply the company with property split/ combination information, building permit information, and/or property transfers each month during the project.

The Director shall provide ownership, legal description, parcel number, classification, land dimensions, and plats for property split/combinations or added properties.

All transfer records and plat books of the Director's office, auditor's office and recorder's office shall be available to the company. However, plat books or transfer records shall not be removed from any office without permission of the principal of the office. The company shall be directly responsible for the proper return of all records when removed from its respective location.

IX RECORDS AND PLATS (Cont.)

The Director will provide the company with clear and readable photocopies of the existing property record cards for each parcel included in the reappraisal project. The company shall be permitted to input and/or transfer the perimeter sketch, measurements, ages, lot size, individual building construction data, and sales data from the photocopies of the existing property record cards provided by the Director. Parcel number, ownership, property address, legal descriptions and classification shall be transferred from the County computer system. Photocopies shall be of a quality acceptable to the company.

Said input and/or transfer work shall be performed at the company's home office. The County shall be responsible for transporting the photocopies of the existing property cards to the company home office.

If the County is unable to make photocopies the company shall do so for an additional hourly rate of \$40.00, plus the cost of shipping the records to and from the company home office.

X. SALES RESEARCH

The company shall conduct a sales study of each class of property included in the project prior to establishing any final appraisal values.

The company shall attempt to verify all sales data with the property owners as the project progresses.

Commercial properties shall also be researched from the income approach and correlated to sales prices when applicable. The Director shall be responsible for any mailing of operating statements.

X. SALES RESEARCH (Cont.)

The Director shall make available to the company all available sales data and supply the company with copies of all new sales occurring during the course of the project.

XI. INDEX ESTABLISHED (LOCAL MODIFIER)

When sufficient sales and cost data has been acquired, the company shall correlate current building costs with current selling prices of properties to establish the correct index percentage to the Vanguard Appraisals, Inc. Real Property Appraisal Manual.

XII. LOTS AND LAND VALUATION

The company shall follow guidelines from the sales research data and shall establish front foot or square foot values for all small tracts and platted lots within the city of Buffalo. The determined front foot or square foot values shall be entered on the computer and on the plat to be returned to the Director. All lot or tract dimensions shall be entered on the computer. From the frontage of each lot, the total lot value shall be determined. A predominant depth shall be set and tables in the manual shall be followed when applicable. Large tracts and lots shall be valued by the square foot or by the acre. All street, land, or lot frontage characteristics and irregularities shall be recorded and defined on the computer and adjustments applied where applicable.

XIII. RESIDENTIAL VALUATION

A careful inspection shall be made by a qualified field enumerator who will verify the measurements of each structure and list all pertinent data on a field worksheet. Construction data will include items of construction such as foundation, basement area, exterior walls, roof type and roofing material, floors, attic and basement finish, number of rooms, interior finish, heating and air conditioning, fireplaces, and plumbing.

Residential depreciation schedules shall be prepared upon life expectancies of various types of construction. In application of depreciation, careful consideration shall be given to physical, functional and economic obsolescence.

Property owners shall be asked to sign the field worksheet showing that they gave permission to inspect the interior of the structures. On those properties where entrance cannot be gained due to the occupant not being home, not less than three attempts shall be made to gain entrance for inspection of the property. The date and time of each attempt shall be noted on the worksheet. The company shall strive to gain entrance to all properties but in no instance shall there be more than 30% (70% entry rate) of the improved properties estimated.

XIII. RESIDENTIAL VALUATION (Cont.)

The inspection status shall be indicated on each field worksheet and limited to five (5) categories as follows:

- (1). Inspected (signature required)
- (2). Estimated (date and time of three (3) visits noted)
- (3). Outbuilding only
- (4). Refused inspection (Direct verbal or written refusal)
- (5.) Vacant dwelling

The rate of estimated properties is to be computed by dividing the number of estimated properties by the sum of estimated, inspected and refused inspection properties.

The company shall maintain records of the current overall estimated rate during the course of the project and submit a report to the Director upon request.

The Director shall be allowed to view any work in progress and to randomly verify, with the assistance of the job manager, with property owners that a complete inspection was performed and that measurements are correct.

At the completion of the field inspection, the field listing data shall be entered on the computer, priced using the Vanguard Appraisals, Inc. Real Property Appraisal Manual, and finally reviewed in the field by a review appraiser. See attached addendum no. II for basic residential bid specifications.

XIV. VALUATION OF COMMERCIAL

The same careful listing of the buildings by their component parts and use of depreciation schedules based upon construction life expectancies shall be adhered to as specified under "Residential Valuations".

The valuations of income producing properties, such as apartment buildings, which are largely dependent upon rental income for their value, shall be checked by the capitalization approach to value when applicable. Such income studies shall be for the purposes of estimating the amount of functional and economic obsolescence. The Director shall be responsible for mailing requests for operating statements. See attached addendum no. III for sketch specifications.

Machinery and equipment is not included as part of this contract.

The company shall strive to gain entrance to all properties but in no instance shall there be less than 80% entry. Property owners shall be asked to sign the field worksheet showing that they gave permission to inspect the interior of the structures.

The Director shall be allowed, at any time, to randomly verify with property owners that a complete inspection was performed and that measurements are correct.

XV. VALUATION OF INDUSTRIAL PLANTS AND GRAIN ELEVATORS

Plot plans of the properties, showing buildings in proper location and size shall be provided when warranted. The buildings shall be described by their component parts individually, priced at current replacement cost, and depreciated according to age, condition and function.

Records shall be typed, summarized, indexed and bound at the discretion of the appraiser.

Machinery and equipment is not included as part of this contract.

XVI. PERSONNEL

The company shall provide the services of personnel experienced and competent in the following fields:

Residential Land and Building Appraisals

Commercial Land and Building Appraisals

Industrial Land and Building Appraisals

A list of personnel working on the project shall be submitted to the Director, and this list will be kept current throughout the continuance of the project. The Director shall reserve the right to disapprove of the use of any person assigned and by written request require his/her removal from the project.

XVII. INFORMAL PUBLIC REVIEW

The company shall hold informal hearings with taxpayers so that each property owner will have an opportunity to view and discuss his property values with well-qualified company appraisers and make comparisons with that of his neighbor or any like property.

These informal hearings shall be held in an area designated and provided by the Director. The Director shall cooperate by making a public notification of these meetings, in consultation with the company, and schedule the interviews with taxpayers. After the hearings, the Director shall be responsible for sending official notices of any changes prior to the meeting of the Board of Equalization.

Compensation for all informal hearing services shall be performed at the rate of \$120 per hour (including travel time from the company home office), expenses included.

XVIII. CHIEF APPRAISER

It is the intent of the County Director's office to provide full cooperation to the company in its endeavor to complete the revaluation. The Director is responsible for the assessment of all taxable property within Buffalo. As such, all of the company's work product and valuations shall be subject to final review and determination by the Director, chief appraiser.

XVIII. CHIEF APPRAISER (Cont.)

If the company has any procedural or administrative questions, they shall be directed to the Cass County Director of Equalization, or his/her designate.

Data files shall be retained by the company as documentation of the final revaluation as determined by the company until final payment is received by the company.

XIX. DEFENSE OF VALUES

At the request of the Director, the company shall provide testimony and technical assistance to support appraisals in hearings before the Board of Equalization during regular or extended sessions occurring in the year during which assessment based on the revaluation of property is made. The company shall further furnish expert testimony when necessary to support any appraisals that have been appealed to the courts and are filed during the first year after adoption of said values even though trials may not be held until after said first year. All defense of values excepting informal hearings, shall be at the rate of \$150.00 per hour (including travel time from the company home office), expenses included.

The company shall not be responsible for defense of valuations determined by the Director if significantly different from the valuation determined by the company personnel.

XX. PUBLIC RELATIONS

Prior to February 1, 2019 the company shall provide competent and experienced public speakers to appear before civic and property owner groups on property appraisals and revaluation techniques upon request at no additional charge to the County. The speaking engagement time and location shall be by mutual agreement and shall be coordinated with the company representative's schedule while working on the project.

XXI. RESTRICTIONS

The company shall not sublet this project or any part of it to any other person or firm.

There are no third party beneficiaries to this contract.

XXII. INSURANCE

The company shall save harmless and indemnify and also provide satisfactory liability and workmen's compensation insurance to save harmless all taxing authorities, the Director, and their offices, from proceedings, suits, and actions of any source or description resulting from the actions of its employees.

XXIII. SEQUENCE AND TIMING

The company shall begin work any time after the signing of the contract and all appraisals shall be completed no later than February 1, 2019; or 30 days after receipt of the last building permits, new parcels, splits, combinations or sales, whichever is later.

Upon completion of the final field review and prior to informal hearings, the completed computer data files shall be submitted to the Director for his/her approval.

XXIV. COMPLETION PENALTY

Should the company fail to perform all functions of this agreement by the date specified the County shall retain a portion of this contract as penalty for incurred damages in the amount of \$100.00 per working day beyond completion date.

Time extension shall be granted "only" to compensate for uncontrollable acts of God, civil commotion, riot or etc., or acts of the conference board, or Director, which are contrary to the customary progress of work outlined in these specifications, additional services performed, or changes in the procedures outside the specifications in connection with the reappraisal project.

This penalty for damages shall be withheld from the contract total or may be collected by action against the company or by any other available legal means.

XXV. RECONCILIATION

The Director shall be responsible for allocating value changes due to new construction, removal and classification changes for the February 1, 2019 assessment date.

XXVI. PAYMENT SCHEDULE

The company shall submit monthly billings showing the amount due for that period. A 10% retainage shall be withheld by the County until all work is completed. Full payment, including the 10% retainage, shall be due at the time all data files are submitted to the Director.

Payment of each monthly billing shall be due no later than thirty (30) days following the date of receipt. Should final payment not be received within the specified time, an interest charge at the commercial bank rate on the outstanding amount shall be applied to the next billing.

The County further agrees that failure by the County to make payments to the company as contract work is performed will result in the delay of the contract completion date until all delinquent billings are paid in full.

See addendum number I for contract costs.

ADDENDUM NO. I
BUFFALO, NORTH DAKOTA
PROJECT COST SUMMARY

Reappraisal Project:

Residential Improved	100 Parcels at \$150.00	Per Parcel =	\$15,000.00
Commercial Improved	20 Parcels at 305.00	Per Parcel =	6,100.00
Licensed Grain Elevators, Large Commercial & Industrial	1 Site at 1,950.00	Per Site =	1,950.00
Vacant Land	25 Parcels at 15.00	Per Parcel =	<u>375.00</u>
Total Project Estimated Cost			\$23,425.00

All costs are based upon parcels counts and information supplied by county officials.
The final cost may vary slightly.

**ADDENDUM NO. II
BUFFALO, NORTH DAKOTA
BASIC RESIDENTIAL BID SPECIFICATIONS**

These items will Not Be Listed, Sketched or Charged for:

Free Standing Fireplaces
Electric Eye (Auto Gar Opener)
Built-Ins
Stoops
Concrete Slabs
Patios under 60 SF
Decks under 60 SF
Roof/Canopy Less than 5'
Roof Overhang Less than 5
In ground Sprinkler System
Above Ground Pool and Deck around it
Tennis Court
Basketball Court
Dog Runs
Portable Sheds
Attic with Pull Down Stairs Only
Sheds Under 100 SF
Bay Window that is not part of living area. (Cannot walk into)
Privacy Fences
Driveways

Round Sketches to the nearest whole foot.

Round Basement Finish to nearest 25 SF (Do not exceed square footage of the dwelling and additions).

Plumbing will not be listed by floor.

Use the Standard VAI abbreviations.

Room counts will be listed as above and below ground.

Round Front, Rear and Depth to the nearest whole foot. Round acres to two places past the decimal point. Round land square footage to the nearest whole foot.

Agricultural outbuildings built before 1970 will not be priced with adjustments or additional equipment. Adjustments and equipment adjustments will be applied to free stall barns, egg laying buildings, hog confinements, hoop houses, steel utility buildings and steel grain bins regardless of age.

*Suggested bid specifications only. These specifications shall be edited and approved by the Director or his/her designate.

ADDENDUM NO. III

BUFFALO, NORTH DAKOTA

COMMERCIAL SKETCH SPECIFICATIONS

Sketches Will Include the Following:

Perimeter Only	Yes
Interior Offices	No
Mezzanines	No
Coolers/Freezers	No
Penthouses	No
Finished vs. Unfinished Area	No
Mini Warehouse Partitions	No
Car Wash Bays	No
Neighborhood Shopping Center Bays	No
Paving	No
Railroad Siding	No
Vaults	No

**ADDENDUM NO. IV
BUFFALO, NORTH DAKOTA
REAPPRAISAL TIME LINE**

Date of this time line: September 22, 2015

FUNCTION	IMPLEMENTATION DATE
Contract signed	
Director project coordinator assigned	01/01/2018
Vanguard project coordinator assigned	01/01/2018
Input guidelines established	01/15/2018
Map areas & PDF's determined/checked	02/01/2018
Parcels created	02/01/2018
Cards or copies delivered to VAI	02/15/2018
Maps delivered to VAI	02/15/2018
Routing of parcels	04/01/2018
Parcel sketch and input	04/01/2018
Permits, splits/combinations, class changes (delivered monthly to VAI)	04/01/2018
Listing guidelines established	04/15/2018
Field listing to start	06/01/2018
Land and sales research	06/01/2018
Land values established	06/01/2018
Manual and depreciation charts established	06/01/2018
Field review to start	08/01/2018
Field inspection complete	09/01/2018
Field review complete	11/01/2018
Final office parcel editing	12/15/2018
Parcels merged	12/15/2018
Project turnover	02/01/2019
Informal hearing dates established	02/01/2019
Director to send valuation notices	02/15/2019
Informal hearings held	03/01/2019
Values finalized in city records	03/15/2019
City equalization meetings	04/12/2019
County equalization meetings	06/01/2019
County adoption of city values	06/01/2019
State adoption of county values	08/01/2019

This time line is a guide for certain contract procedures.

Exact dates may vary. Prior to the beginning of this project, as well as throughout the project, the timeline may be altered.

As the project progresses, we will work closely with director's office to insure an efficient and complete appraisal system that can be maintained for years to come.

CONTRACT AND
REAPPRAISAL SPECIFICATIONS
FOR THE REVALUATION
OF CERTAIN REAL PROPERTY IN
CASS COUNTY, ND



VANGUARD APPRAISALS, INC
CEDAR RAPIDS, IOWA

CONTRACT SUBMISSION

This contract is submitted this 22nd day of September, 2015, by Vanguard Appraisals, Inc., executed by Robert P. Ehler, President.

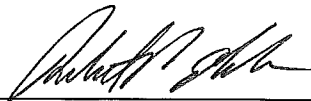
Attached hereto are specifications for the revaluation of certain described property, not to exceed 400 improved parcels, in Cass County, North Dakota, all of which are herewith a part of this contract. Cass County shall identify the improved parcels and towns and/or townships in which said parcels are located no later than July 1, 2017.

All revaluation work shall be completed by February 1, 2019 in accordance with the attached specifications for the following prices.

<u>Class</u>	<u>Price</u>
Urban Residential Improved	\$150.00 Per Improved Parcel
Rural Residential Improved	\$155.00 " " "
Urban Commercial Improved	\$305.00 " " "
Rural Commercial Improved	\$315.00 " " "
Licensed Grain Elevators, Large Commercial & Industrial	\$1,950.00 Per Site
Vacant Land	\$15.00 Per Parcel

The terms of this contract, including all specifications, shall be firm for acceptance prior to December 22, 2015.

VANGUARD APPRAISALS, INC.



Robert P. Ehler, President

CONTRACT

This agreement entered into this _____ day of _____, 20___, by and between Cass County, North Dakota, executed by the Cass County Board of Commissioners, First Party, and Vanguard Appraisals, Inc., executed by Robert P. Ehler, President, Second Party, as follows:

1. That attached hereto are specifications for the revaluation of certain described property in Cass County, North Dakota.
2. That the First Party employs the Second Party, and the Second Party will perform all of the work described in all of the documents referred to in paragraph 1 hereof, in accordance with the terms and conditions set out in said documents.
3. That the First Party will pay the Second Party on a per improved parcel basis as set forth in item III of said specifications referred to in paragraph 1 of this contract, to be paid in accordance with the terms of the documents described in paragraph 1.

VANGUARD APPRAISALS, INC.

CASS COUNTY, NORTH DAKOTA



PRESIDENT

BOARD OF COMMISSIONERS CHAIRPERSON

**REAPPRAISAL OF CERTAIN REAL PROPERTY IN
CASS COUNTY, NORTH DAKOTA
SPECIFICATIONS**

I. PURPOSE OF APPRAISAL

This appraisal is made for the purpose of equalizing assessments in Cass County, North Dakota in compliance with the State Laws of North Dakota, and the rules and policies laid down by the North Dakota State Tax Department, as such laws, rules and policies shall exist on the date this contract is initiated.

The appraisal of all property shall be divided between land and buildings. Values established shall be the fair and reasonable true and full values as of February 1, 2019.

II. TERMINOLOGY

The word "Company" as used in these specifications shall mean Vanguard Appraisals, Inc.

The term "Director" means the Tax Director of Cass County, North Dakota.

"Improved parcel" as used in these specifications shall mean a single tract of legally described land area containing one or more improvements.

"Vacant lot" as used in these specifications shall mean a tract of legally described land area containing no land improvements, paving or structures.

"Site" as used in these specifications shall mean any parcel or group of contiguous parcels that have been combined into one operational unit.

Licensed grain storage facility (defined as a property with a commercial grain license) sites shall consist of any parcel or parcels that operate as a single grain elevator. Large commercial or industrial sites shall consist of any parcel or parcels with a gross building area in excess of 50,000 S.F.

III. PER PARCEL BID

Urban Residential Improved	\$150.00	Per Improved Parcel
Rural Residential Improved	\$155.00	“ “ “
Urban Commercial Improved	\$305.00	“ “ “
Rural Commercial Improved	\$315.00	“ “ “
Licensed Grain Elevators, Large Commercial & Industrial	\$1,950.00	Per Site
Vacant Land	\$15.00	Per Parcel

IV. APPRAISAL MANUAL

The company shall use the Vanguard Appraisals, Inc. Real Property Appraisal Manual. All company personnel shall familiarize themselves with this manual and attain a full and complete working knowledge of its schedules, methods and procedures.

V. COMPUTER GENERATED VALUES

Commercial, residential and agricultural dwelling appraised values shall be generated utilizing computer software designed for use with the Vanguard Appraisals, Inc. Real Property Appraisal Manual. The purchase and service of computer hardware is not a part of this contract. The company shall furnish all computer hardware necessary during the reappraisal project. All computer software shall be purchased from Vanguard Appraisals, Inc. under separate contract with Cass County.

VI. COMPUTER GENERATED SKETCHES

A perimeter sketch of each major building and residential dwelling shall be generated utilizing computer software compatible with the pricing software. All sketch software shall be licensed from Vanguard Appraisals, Inc. under separate contract with Cass County.

VI. COMPUTER GENERATED SKETCHES (Cont.)

The sketches will not include details such as interior offices, mezzanines, vertical wall diagrams; or yard items such as garages, sheds, paving, or fencing.

VII. DIGITAL PHOTOGRAPHS

Each parcel of property covered under these specifications shall include as part of the property record, a digital color photograph of the principal building situated on the individual parcel.

The company shall be responsible for:

1. Purchase of digital camera.
2. Taking digital photographs in the field and listing digital photograph order on the organization sheet.
3. Transfer of digital photographs to VCS PhotoVision software.

The County shall license VCS PhotoVision software under separate contract.

VIII. OFFICE SPACE AND EQUIPMENT

The Director shall be responsible for all office space, desks and chairs for personnel of the appraisal company.

The appraisal company shall supply all computer hardware necessary for data entry during the term of the project and shall transfer all data files to the County's computer system upon completion of the project.

The company shall furnish all files and folders necessary to perform their work for the duration of the contract.

IX. RECORDS AND PLATS

The Director shall supply the company with updated and printed plat maps showing street names, subdivisions, block numbers, lot numbers and with lot dimensions displayed to scale at the beginning of the project for all platted areas within Cass County. The Director shall supply one overall map of Cass County showing street names in addition to the plat maps.

The Director shall supply a rural plat book for Cass County. The County shall be responsible for the cost of all maps. Any omitted properties, discrepancies or new additions platted shall be brought to the attention of the Director and both parties shall strive to correct all irregularities.

The company shall not be responsible for deed research, drawing in/drafting new platted areas or resolving platting discrepancies.

The Director shall supply the company with property split/ combination information, building permit information, and/or property transfers each month during the project.

The Director shall provide ownership, legal description, parcel number, classification, land dimensions, and plats for property split/combinations or added properties.

All transfer records and plat books of the Director's office, auditor's office and recorder's office shall be available to the company. However, plat books or transfer records shall not be removed from any office without permission of the principal of the office. The company shall be directly responsible for the proper return of all records when removed from its respective location.

IX RECORDS AND PLATS (Cont.)

The Director will provide the company with clear and readable photocopies of the existing property record cards for each parcel included in the reappraisal project. The company shall be permitted to input and/or transfer the perimeter sketch, measurements, ages, lot size, individual building construction data, and sales data from the photocopies of the existing property record cards provided by the Director. Parcel number, ownership, property address, legal descriptions and classification shall be transferred from the County computer system. Photocopies shall be of a quality acceptable to the company.

Said input and/or transfer work shall be performed at the company's home office. The County shall be responsible for transporting the photocopies of the existing property cards to the company home office.

If the County is unable to make photocopies the company shall do so for an additional hourly rate of \$40.00, plus the cost of shipping the records to and from the company home office.

X. SALES RESEARCH

The company shall conduct a sales study of each class of property included in the project prior to establishing any final appraisal values.

The company shall attempt to verify all sales data with the property owners as the project progresses.

Commercial properties shall also be researched from the income approach and correlated to sales prices when applicable. The Director shall be responsible for any mailing of operating statements.

X. SALES RESEARCH (Cont.)

The Director shall make available to the company all available sales data and supply the company with copies of all new sales occurring during the course of the project.

XI. INDEX ESTABLISHED (LOCAL MODIFIER)

When sufficient sales and cost data has been acquired, the company shall correlate current building costs with current selling prices of properties to establish the correct index percentage to the Vanguard Appraisals, Inc. Real Property Appraisal Manual.

XII. LOTS AND LAND VALUATION

The company shall follow guidelines from the sales research data and shall establish front foot or square foot values for all small tracts and platted lots within Cass County. The determined front foot or square foot values shall be entered on the computer and on the plat to be returned to the Director. All lot or tract dimensions shall be entered on the computer. From the frontage of each lot, the total lot value shall be determined. A predominant depth shall be set and tables in the manual shall be followed when applicable. Large tracts and lots shall be valued by the square foot or by the acre. All street, land, or lot frontage characteristics and irregularities shall be recorded and defined on the computer and adjustments applied where applicable.

XIII. RESIDENTIAL VALUATION

A careful inspection shall be made by a qualified field enumerator who will verify the measurements of each structure and list all pertinent data on a field worksheet. Construction data will include items of construction such as foundation, basement area, exterior walls, roof type and roofing material, floors, attic and basement finish, number of rooms, interior finish, heating and air conditioning, fireplaces, and plumbing.

Residential depreciation schedules shall be prepared upon life expectancies of various types of construction. In application of depreciation, careful consideration shall be given to physical, functional and economic obsolescence.

Property owners shall be asked to sign the field worksheet showing that they gave permission to inspect the interior of the structures. On those properties where entrance cannot be gained due to the occupant not being home, not less than three attempts for urban residential, and two attempts for rural residential and agricultural dwellings, shall be made to gain entrance for inspection of the property. The date and time of the attempt(s) shall be noted on the worksheet. The company shall strive to gain entrance to all properties but in no instance shall there be less than 70% entry for urban residential. Rural residential and agricultural dwelling properties will have a door hanger left at the main entrance of the properties in which entrance could not be gained. See addendum no. V for a sample of the door hanger.

XIII. RESIDENTIAL VALUATION (Cont.)

The inspection status shall be indicated on each field worksheet and limited to six (6) categories as follows:

- (1). Inspected (signature required)
- (2). Estimated
- (3). Outbuilding only
- (4). Refused inspection (Direct verbal or written refusal)
- (5.) Vacant dwelling
- (6.) Door hanger (Door hanger returned on a previously estimated property.)

The entry rate for urban residential properties is to be computed by dividing the number of inspected and refused properties by the sum of inspected, refused and estimated properties. There is no entry rate requirement for rural residential or agricultural dwelling properties. Vacant dwellings and seasonal cabins are not included in the entry rate calculation.

The company shall maintain records of the current overall entry rate during the course of the project and submit a report to the Director upon request.

The Director shall be allowed to view any work in progress and to randomly verify, with the assistance of the job manager, with property owners that a complete inspection was performed and that measurements are correct.

At the completion of the field inspection, the field listing data shall be entered on the computer, priced using the Vanguard Appraisals, Inc. Real Property Appraisal Manual, and finally reviewed in the field by a review appraiser. See attached addendum no. II for basic residential bid specifications.

XIV. VALUATION OF COMMERCIAL

The same careful listing of the buildings by their component parts and use of depreciation schedules based upon construction life expectancies shall be adhered to as specified under "Residential Valuations".

The valuations of income producing properties, such as apartment buildings, which are largely dependent upon rental income for their value, shall be checked by the capitalization approach to value when applicable. Such income studies shall be for the purposes of estimating the amount of functional and economic obsolescence. The Director shall be responsible for mailing requests for operating statements. See attached addendum no. III for sketch specifications.

Machinery and equipment is not included as part of this contract.

The company shall strive to gain entrance to all properties but in no instance shall there be less than 80% entry. Property owners shall be asked to sign the field worksheet showing that they gave permission to inspect the interior of the structures.

The Director shall be allowed, at any time, to randomly verify with property owners that a complete inspection was performed and that measurements are correct.

XV. VALUATION OF INDUSTRIAL PLANTS AND LICENSED GRAIN ELEVATORS

Plot plans of the properties, showing buildings in proper location and size shall be provided when warranted. The buildings shall be described by their component parts individually, priced at current replacement cost, and depreciated according to age, condition and function.

XV. VALUATION OF INDUSTRIAL PLANTS AND LICENSED GRAIN ELEVATORS

(Cont.)

Records shall be typed, summarized, indexed and bound at the discretion of the appraiser.

Machinery and equipment is not included as part of this contract.

XVI. PERSONNEL

The company shall provide the services of personnel experienced and competent in the following fields:

Residential Land and Building Appraisals

Commercial Land and Building Appraisals

Industrial Land and Building Appraisals

A list of personnel working on the project shall be submitted to the Director, and this list will be kept current throughout the continuance of the project. The Director shall reserve the right to disapprove of the use of any person assigned and by written request require his/her removal from the project.

XVII. INFORMAL PUBLIC REVIEW

The company shall hold informal hearings with taxpayers so that each property owner will have an opportunity to view and discuss his property values with well-qualified company appraisers and make comparisons with that of his neighbor or any like property.

These informal hearings shall be held in an area designated and provided by the Director. The Director shall cooperate by making a public notification of these meetings, in consultation with the company, and schedule the interviews with taxpayers. After the hearings, the Director shall be

XVII. INFORMAL PUBLIC REVIEW (Cont.)

responsible for sending official notices of any changes prior to the meeting of the Board of Equalization.

Compensation for all informal hearing services shall be performed at the rate of \$120 per hour (including travel time from the company home office), expenses included.

XVIII. CHIEF APPRAISER

It is the intent of the County Director's office to provide full cooperation to the company in its endeavor to complete the revaluation. The Director is responsible for the assessment of all taxable property within Cass County. As such, all of the company's work product and valuations shall be subject to final review and determination by the Director, chief appraiser.

If the company has any procedural or administrative questions, they shall be directed to the Cass County Director of Equalization, or his/her designate.

Data files shall be retained by the company as documentation of the final revaluation as determined by the company until final payment is received by the company.

XIX. DEFENSE OF VALUES

At the request of the Director, the company shall provide testimony and technical assistance to support appraisals in hearings before the Board of Equalization during regular or extended sessions occurring in the year during which assessment based on the revaluation of property is made. The company shall further furnish expert testimony when necessary to support any appraisals that have been appealed to the courts and are filed during the first year after adoption of said values even though trials may not be held until after said first year. All defense of values excepting informal hearings, shall be at the rate of \$150.00 per hour (including travel time from the company home office), expenses included.

The company shall not be responsible for defense of valuations determined by the Director if significantly different from the valuation determined by the company personnel.

XX. PUBLIC RELATIONS

Prior to February 1, 2019 the company shall provide competent and experienced public speakers to appear before civic and property owner groups on property appraisals and revaluation techniques upon request at no additional charge to the County. The speaking engagement time and location shall be by mutual agreement and shall be coordinated with the company representative's schedule while working on the project.

XXI. RESTRICTIONS

The company shall not sublet this project or any part of it to any other person or firm.

There are no third party beneficiaries to this contract.

XXII. INSURANCE

The company shall save harmless and indemnify and also provide satisfactory liability and workmen's compensation insurance to save harmless all taxing authorities, the Director, and their offices, from proceedings, suits, and actions of any source or description resulting from the actions of its employees.

XXIII. SEQUENCE AND TIMING

The company shall begin work any time after the signing of the contract and all appraisals shall be completed no later than February 1, 2019; or 30 days after receipt of the last building permits, new parcels, splits, combinations or sales, whichever is later.

Upon completion of the final field review and prior to informal hearings, the completed computer data files shall be submitted to the Director for his/her approval.

XXIV. COMPLETION PENALTY

Should the company fail to perform all functions of this agreement by the date specified the County shall retain a portion of this contract as penalty for incurred damages in the amount of \$100.00 per working day beyond completion date.

Time extension shall be granted "only" to compensate for uncontrollable acts of God, civil commotion, riot or etc., or acts of the conference board, or Director, which are contrary to the customary progress of work outlined in these specifications, additional services performed, or changes in the procedures outside the specifications in connection with the reappraisal project.

XXIV. COMPLETION PENALTY (Cont.)

This penalty for damages shall be withheld from the contract total or may be collected by action against the company or by any other available legal means.

XXV. RECONCILIATION

The Director shall be responsible for allocating value changes due to new construction, removal and classification changes for the February 1, 2019 assessment date.

XXVI. PAYMENT SCHEDULE

The company shall submit monthly billings showing the amount due for that period. A 10% retainage shall be withheld by the County until all work is completed. Full payment, including the 10% retainage, shall be due at the time all data files are submitted to the Director.

Payment of each monthly billing shall be due no later than thirty (30) days following the date of receipt. Should final payment not be received within the specified time, an interest charge at the commercial bank rate on the outstanding amount shall be applied to the next billing.

The County further agrees that failure by the County to make payments to the company as contract work is performed will result in the delay of the contract completion date until all delinquent billings are paid in full.

See addendum number I for contract costs.

ADDENDUM NO. I

CASS COUNTY, NORTH DAKOTA

PROJECT COST SUMMARY

Reappraisal Project:

Urban Residential Improved	Parcels at \$150.00	Per Parcel
Rural Residential Improved	Parcels at 155.00	Per Parcel
Urban Commercial Improved	Parcels at 305.00	Per Parcel
Rural Commercial Improved	Parcels at 315.00	Per Parcel
Licensed Grain Elevators, Large Commercial & Industrial	Site(s) at 1,950.00	Per Site
Vacant Land	Parcels at 15.00	Per Parcel

Total Project Estimated Cost

All costs are based upon parcels counts and information supplied by county officials. As of the date of the preparation of this contract the exact number of parcels and their location was not supplied to Vanguard Appraisals, Inc. The number of parcels included in this contract shall not exceed 400 improved parcels. Cass County shall identify the improved parcels and the towns and/or townships in which said parcels are located no later than July 1, 2017.

**ADDENDUM NO. II
CASS COUNTY, NORTH DAKOTA
BASIC RESIDENTIAL BID SPECIFICATIONS**

These items will Not Be Listed, Sketched or Charged for:

Free Standing Fireplaces
Electric Eye (Auto Gar Opener)
Built-Ins
Stoops
Concrete Slabs
Patios under 60 SF
Decks under 60 SF
Roof/Canopy Less than 5'
Roof Overhang Less than 5'
In ground Sprinkler System
Above Ground Pool and Deck around it
Tennis Court
Basketball Court
Dog Runs
Portable Sheds
Attic with Pull Down Stairs Only
Sheds Under 100 SF
Bay Window that is not part of living area. (Cannot walk into)
Privacy Fences
Driveways

Round Sketches to the nearest whole foot.

Round Basement Finish to nearest 25 SF (Do not exceed square footage of the dwelling and additions).

Plumbing will not be listed by floor.

Use the Standard VAI abbreviations.

Room counts will be listed as above and below ground.

Round Front, Rear and Depth to the nearest whole foot. Round acres to two places past the decimal point. Round land square footage to the nearest whole foot.

Agricultural outbuildings built before 1970 will not be priced with adjustments or additional equipment. Adjustments and equipment adjustments will be applied to free stall barns, egg laying buildings, hog confinements, hoop houses, steel utility buildings and steel grain bins regardless of age.

*Suggested bid specifications only. These specifications shall be edited and approved by the Director or his/her designate.

ADDENDUM NO. III

CASS COUNTY, NORTH DAKOTA

COMMERCIAL SKETCH SPECIFICATIONS

Sketches Will Include the Following:

Perimeter Only	Yes
Interior Offices	No
Mezzanines	No
Coolers/Freezers	No
Penthouses	No
Finished vs. Unfinished Area	No
Mini Warehouse Partitions	No
Car Wash Bays	No
Neighborhood Shopping Center Bays	No
Paving	No
Railroad Siding	No
Vaults	No

**ADDENDUM NO. IV
CASS COUNTY, NORTH DAKOTA
REAPPRAISAL TIME LINE**

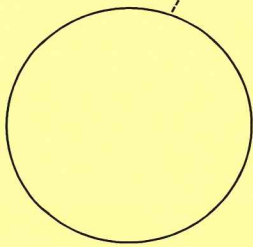
Date of this time line: September 22, 2015

FUNCTION	IMPLEMENTATION DATE
Contract signed	
Identification and location of improved parcels included in revaluation delivered to VAI	07/01/2017
Director project coordinator assigned	01/01/2018
Vanguard project coordinator assigned	01/01/2018
Input guidelines established	01/15/2018
Map areas & PDF's determined/checked	02/01/2018
Parcels created	02/01/2018
Cards or copies delivered to VAI	02/15/2018
Maps delivered to VAI	02/15/2018
Routing of parcels	04/01/2018
Parcel sketch and input	04/01/2018
Permits, splits/combinations, class changes (delivered monthly to VAI)	04/01/2018
Listing guidelines established	04/15/2018
Field listing to start	06/01/2018
Land and sales research	06/01/2018
Land values established	06/01/2018
Manual and depreciation charts established	06/01/2018
Field review to start	08/01/2018
Field inspection complete	09/01/2018
Field review complete	11/01/2018
Final office parcel editing	12/15/2018
Parcels merged	12/15/2018
Project turnover	02/01/2019
Informal hearing dates established	02/01/2019
Director to send valuation notices	02/15/2019
Informal hearings held	03/01/2019
Values finalized in county records	03/15/2019
County equalization meetings	04/12/2019
State adoption of county values	08/01/2019

This time line is a guide for certain contract procedures.

Exact dates may vary. Prior to the beginning of this project, as well as throughout the project, the timeline may be altered.

As the project progresses, we will work closely with director's office to insure an efficient and complete appraisal system that can be maintained for years to come.



VANGUARD APPRAISALS, INC.

OUR COMPANY IS CONDUCTING PROPERTY INSPECTIONS FOR THE **CASS COUNTY TAX DIRECTOR'S OFFICE**. WE WERE NOT ABLE TO FIND ANYONE AT HOME WHEN WE STOPPED BY YOUR PROPERTY.

WE REQUEST THAT YOU COMPLETE AND RETURN THE LOWER PORTION OF THIS CARD PROMPTLY TO ASSIST US IN THE DATA COLLECTION FOR YOUR PROPERTY.

Thank you,

Vanguard Appraisals, Inc.
Phone (800)-736-8625

ROUTE #: _____

YEAR BUILT:

HEATING:

Forced Air
Gravity
Hot Water
Electric
Geo-Thermal

Other (Specify)
CENTRAL AC: Yes or No

PLUMBING, Number of Each:

Full Bath
¾ Bath (Shower)
½ Bath
Extra Lavatory
Extra Shower
Extra Toilet
Whirlpool Bath w/Shower Stall
Other (Specify)
(Full bath = toilet, tub, & 1 lav.)

FIREPLACE, Number of Each:

Gas
Wood Burning

COMMENTS:

ROOM COUNTS:

Basement Rooms
Bsmt Bdrms
1st&2nd Flr Rooms
1st&2nd Flr Bdrms
(Does NOT include bathrooms)

INTERIOR FINISH:

Drywall
Panel
Plaster
Other (Specify)

FLOORING:

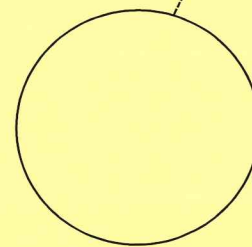
Carpet
Vinyl
Hardwood
Other (Specify)

BASEMENT FINISH:

Amount Finished SF
Floor Cover
Wall Finish
Ceiling Finish

BUILT-IN APPLIANCES:

Range / Oven	Y	N	Y	N
Dishwasher	Y		N	
Vacuum	Y		N	



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Vacuum	Y		N	