CITY OF
MANDAN
"WHERE THE WEST BEGINS"

SPECIAL MEETING AGENDA
MANDAN CITY COMMISSION
JUNE 15, 2016 (SPECIAL DATE/TIME)
VETERANS' CONFERENCE ROOM
MANDAN CITY HALL
5:00 P.M.
www.cityofmandan.com

A. ROLL CALL:
   1. Roll call of all City Commissioners.

B. NEW BUSINESS:
   1. Consider resolution approving the issuance of City of Mandan, North Dakota Park Facilities Sales Tax Revenue Bonds $16,940,000 Series 2016A, $1,000,000 Series 2016A-T (Taxable) and $5,000,000 Series 2016 B
   2. Consider an application for street dance and beer gardens license, July 2, Rock Point (location former Party on the Prairie East Division Street)

C. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
   1. June 21, 2016
   2. June 28, 2016 (Special Meeting)
   3. July 5, 2016
   4. July 19, 2016

D. ADJOURN

RESOLUTION APPROVING THE ISSUANCE OF

CITY OF MANDAN, NORTH DAKOTA
PARK FACILITIES SALES TAX REVENUE BONDS
$16,940,000 SERIES 2016A
$1,000,000 SERIES 2016A-T (Taxable)
$5,000,000 SERIES 2016B

WHEREAS, the Board of City Commissioners (the "**Board**"), of the City of Mandan, North Dakota (the "**City**") has previously authorized the sale of the captioned Bonds (the "**Bonds**"); and

WHEREAS, the following documents have been prepared in connection with the issuance, sale and delivery of the Bonds and have been reviewed by the officers and legal counsel of the Board:

(a) Indenture of Trust (the "**Indenture**"), between the City and Bank of North Dakota, as Trustee (the "**Trustee**"), dated as of June 1, 2016;

(b) Preliminary Official Statement dated June 3, 2016, relating to the Bonds;

(c) Bond Purchase Agreement, dated June 15, 2016 by and between the City and the Underwriter; and

(d) Continuing Disclosure Certificate, with respect to the Bonds, in substantially final form, dated July 1, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, AS FOLLOWS:

Section 1. **Approval of Bond Sale.** The Bonds are hereby sold to Dougherty & Company LLC, Minneapolis, Minnesota (the "Underwriter"), at a price of $_____ and a net interest cost of _____% per annum; said bid is reasonable and advantageous to the City and it is hereby accepted. The sale to be subject to all of the terms and conditions set forth in the Bond Purchase Agreement and the Indenture.

Section 2. **Approval of Indenture and Authorization for Execution and Delivery.** The Indenture, in substantially the form on file with the City Administrator is hereby approved. The President and the City Administrator are hereby authorized and directed to execute and deliver the Indenture for and in the name of the City, in substantially the form on file with the City Administrator or with such changes, insertions or omissions therein as shall be approved by the officer executing the same upon the advice of counsel to the City, the execution and delivery thereof to constitute conclusive evidence of the approval of any such changes.

Section 3. **Approval of Preliminary Official Statement.** The form and content of the Preliminary Official Statement and the distribution thereof by the Underwriter to prospective purchasers of the Bonds is hereby ratified and approved.

Section 4. **Approval of Official Statement.** The Board hereby authorizes and approves an Official Statement to be in substantially the form of the Preliminary Official Statement on file with the City Administrator but with such changes, insertions and omissions therein as the City Administrator, upon the advice of counsel to the Board, shall approve. The Board hereby authorizes the Official Statement and the information contained therein to be used on behalf of the Board in connection with the sale and distribution of the Bonds by the Underwriter.

Section 5. **Approval of Bond Purchase Agreement.** The sale of the Bonds to the Underwriter, as specified in and in accordance with the terms set out in the Bond Purchase Agreement, is hereby authorized and the City Representatives are hereby authorized, empowered and directed to execute the Bond Purchase Agreement and take any actions required to effect the transactions contemplated therein and to finalize the terms of and execute any instruments (including any continuing disclosure agreement and tax certificates or forms) and take any actions required to effect the issuance of the Bonds.

Section 6. **Approval of Continuing Disclosure Certificate.** The Continuing Disclosure Certificate, in substantially the form on file with the City Administrator is hereby approved. The President and the City Administrator are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate for and in the name of the City, in substantially the form on file with the City Administrator or with such changes, insertions or omissions therein as shall be approved by the officer executing the same upon the advice of counsel to the City, the execution and delivery thereof to constitute conclusive evidence of the approval of any such changes.

Section 7. **Authorized Officers.** The Board hereby appoints the President, Vice President, City Administrator, Finance Director and City Attorney as the City Representatives jointly or severally to carry out and to perform the obligations of the City contained in the Indenture and this Resolution.

Section 8. **Other Documents and Proceedings.** The City Representatives are hereby authorized and directed to take all actions, and execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and the issuance, sale and delivery of the Bonds. The City Representatives are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bonds, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality, marketability and tax-exempt treatment of the Bonds, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein.

Section 9. **Severability.** If any one or more provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, any such provision shall be deemed separable from the remaining provisions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution.

Section 10. **Section Headings and Applicable Law.** The headings or titles to the several sections hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Resolution. This Resolution shall be interpreted in accordance with the laws of the State of North Dakota.

Adopted: June 15, 2016.

CITY OF MANDAN, NORTH DAKOTA Attest:

_____ _____

President, Board of City Commissioners City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on June 15, 2016, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

1.	Arlyn Van Beek	Aye - Nay - Absent - Abstain
2.	Sandy Tibke	Aye - Nay - Absent - Abstain
3.	Shauna Laber	Aye - Nay - Absent - Abstain
4.	Dennis Rohr	Aye - Nay - Absent - Abstain
5.	Mike Braun	Aye - Nay - Absent - Abstain

New Business 2

CITY OF MANDAN
"WHERE THE WEST BEGINS"

Board of City Commissioners

Agenda Documentation

MEETING DATE:	June 15th, 2016
PREPARATION DATE:	June 12th, 2016
SUBMITTING DEPARTMENT:	Police Department
DEPARTMENT DIRECTOR:	Chief Jason Ziegler
PRESENTER:	Chief Jason Ziegler
SUBJECT:	Party On the Prairie Application

STATEMENT/PURPOSE: To consider an application for street dance and beer gardens license.

BACKGROUND/ALTERNATIVES: Rock Point has requested to host an event on the Wetzstein property on the land at the east end of Division St NE. Party On The Prairie had been an annual privately promoted and held event on Crying Hill in NE Mandan for many consecutive years prior to and through 2010. It was last held in 2012. The basis of the event is bringing a popular music concert to the property which has historically brought several thousand people to the event and that part of town during the evening of the event until around 2am when most people have cleared out of the area. Alcohol has been sold at the event in the past. The area of town is primarily residential aside from this property which is a large open field big enough for the event and people it draws. The music from the concert will be heard in the residential areas nearby. The property is owned by the Wetzstein Brothers Land LLP. Based on the Police Department's knowledge of the prior similar events, the attached event application and plan details the appropriate planning necessary for this event.

ATTACHMENTS: Event Application, Land Lease Agreement unsigned by lessee, Invoice for extra police, Custer Health requirements, Intent to hire security, Dakota Sanitation Inc. Agreement, Site Plan, Site Map to include parking and traffic flow map

FISCAL IMPACT: The police department will bring in five (5) officers to patrol and work the area of the event. This cost for service is $2,250.00 (Invoiced to Rock Point for payment). Ordinance does require a refundable bond to be collected for the event. The bond amount is to assist in covering any cost to the city.

STAFF IMPACT: Five (5) officers will be working overtime to cover this event. It will consist of one (1) supervisor and four (4) police officers. Due to the timing of the event it will be held during the same time as the All Class Reunion.

LEGAL REVIEW: None at this time

RECOMMENDATION: To consider allowing the event known as "Party on the Prairie" to take place with the following contingencies:
Site inspection of the fencing and sanitation requirements, signage, traffic flow in accordance with the city engineer, payment of bond required (amount set by commission), advanced payment for police coverage as required, proof of event insurance, bartenders attend server training and the event only prints 8,000 tickets for sale.

SUGGESTED MOTION: I move to approve the application for the event known as "Party on the Prairie" (providing the event organizers fulfill all required contingencies).

MPD Event #1

CITY OF MANDAN
"Where The West Begins"

Type of License being applied for:

☐ Street Dance ($10.00 per day, per event)
☐ Beer Gardens
☑ Both

1. Applicant

Name: ROCK POINT

Address: 2500 Pirates Loop SE, Mandan, ND 58554

Date of Birth: _

Social Security or Driver's License Number: _

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

Name: Chris Volk Name: Bill Kramer

Address: _ Address:

Date of Birth: Date of Birth:

SSN # or DL #: SSN # or DL #: _

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

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

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

6. List the place, date and hours of the proposed event. CRYING HILL - MANDAN, ND
July, 2nd ~~& 3rd~~ - 6:00PM -1:00AM Both Days
officers 1 hr before event and 2hrs after event (5pm - 3am) 10 hrs
All applications must be received 30 days in advance

7. Site Plan: See attached sheets.

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

Maximum Capacity: 10,000

Expected Attendance: 3,000 - 5,000

9. Will tickets be sold in advance? ☑ Yes ☐ No

If yes, please list the maximum amount to be sold: 3500

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

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

Number of toilet facilities: 30

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

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

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

Parking Attendants, temporary rope fence with high visibility tags on them to layout parking rows and walking paths, High Visibility signage on the main road in and out to watch for Pedestrians with Parking attendants keeping walking pedestrians in designated walking path areas.

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

☑ Private ☑ City Police

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

Private 15-20 City Police ~ 5 chiefs

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

List the amount : ~~MAY USE MORTON COUNTY SHERIFF~~ Mandan Police 4-officers 1-Supervisor

5 x 10hrs x $45.00 = $2,250.00 Chiefs

Signature of applicant

5/27/16
Date

Telephone number

- (1)

Identification of applicant. The application shall include the name, address and driver's license number of the applicant and the name, address and driver's license number of the person who will manage or conduct the public event. The application shall also state whether the applicant or the person who will manage or conduct the event has been convicted of any crime relating to the sale of alcoholic beverages or controlled substances or within the past five years has been convicted of any crime against persons, including assault, disorderly conduct, sexual assault, rape or murder, and whether the applicant or the person who will manage or conduct the event has ever had a license of any kind revoked or cancelled by any municipal, state or federal authority.

SEE APPLICATION

(2)

Date, time and place. The place, date and hours of the proposed event shall be clearly identified. **SEE APPLICATION – T139 R81: SEC 23, Mandan Lands, Auditors Lot 10 of SW 1/4 Located in Morton County, ND. – SEC 26, Mandan Lands, N ½ NW ¼ Less Auditors Lot B located Morton County, ND.**

(3)

Site plan. The person conducting the event shall include in the application a site plan which details the exact placement of the stage, lighting and other electrical equipment, public seating, toilet facilities, fencing or other barricades, parking, marked fire lanes, and the proximity of public roadways. The site plan submitted by the applicant shall be reviewed by the city engineer, who shall submit his recommendations to the board. **SEE SITE PLAN ATTACHMENT**

(4)

Estimate of attendance. The applicant shall provide an estimate of the number of persons that the person conducting the event has determined can be safely accommodated within the chosen site and an estimate of the number of persons expected to attend.

Based off the sq footage of the fenced in site of 100,000 sqft and a fire code of 5 sqft per person, the site can accommodate to up to 20,000 people, we determine the site can safely accommodate 10,000 people and expect roughly 3,000-6,000 in attendance and will close the gates once 8,000 is reached if it gets there to control the amount of attendance.

(5)

Ticket sales. The application shall contain information relating to ticket sales, which addresses the control of attendance to meet the site plan limitations, if any. If the person conducting the event intends to open the event to the general public without prior ticket sales, the application shall address the manner in which the person intends to limit the size of the crowd to meet the site plan limitations.

We will print 8,000 tickets and every person will get a ticket that buys in advance or at the gate. These are actual hard concert tickets that have perforated stubs on them that rip off to prevent any re-entry. Ticket Takers will have a handheld attendance clicker to know the approximate amount of people who have gone through the gate into the concert areas.

(6)

Traffic control. The application shall specify the proximity of public roadways to the site of the event and to the proposed parking area and shall contain a description of the manner in which traffic control will be handled to ensure the safe ingress and egress of pedestrians and vehicles. Appropriate arrangements shall be made by the person conducting the event to ensure that no interference will occur with the public use of any adjacent public roadways. The traffic control proposal shall be subject to the approval of the city engineer.

SEE SITE PLAN ATTACHMENT. There shall be 4 – 10ft lanes entering and exiting the property.

1st lane is for walking pedestrians only and will be roped in so vehicle traffic will not enter the pedestrian only lane.

2nd lane is for vehicle entrance to property

3rd lane is for vehicle exit of the property

4th lane is for Emergency In/Out Only.

(7)

Parking. The application and site plan shall specify the planned accommodations for public parking. The person conducting the event shall provide adequate parking for persons in attendance commensurate with the estimated number of persons that the selected site can accommodate. Under no circumstances will parking be permitted upon public roadways if said parking would be in violation of posted parking restrictions.

SEE SITE PLAN ATTACHMENT (Provided by TSS) Parking will be in the North side of the road after entering the property. Overflow Parking will be to the south of the road entering the property.

No Parking From the Corner of 5th Ave NE & Division St NE all the way west towards to property of the event.

No Parking From the Corner of 6th St NE & 6th Ave NE North to Division St NE

No Parking From the Corner of 6th Ave NE & 7th Ave NE North to Division St NE

No Parking From half way up 8th Ave NE to Dianes CT NE

No Parking Signs will be Provided by TSS and will meet City Engineers Recommendations

(8)

Sanitation. The application shall include the number and placement of sanitary toilet facilities which will be provided by the person conducting the event. The application shall be accompanied by a letter from the city health officer that indicates that he has reviewed the site plan and estimate of the number of persons in attendance and has determined that the number and kind of proposed toilet facilities is adequate to meet the needs of persons in attendance at the event.

SEE SITE PLAN ATTACHMENT

Custer Health is requiring 30 portable toilets to accommodate up to 8,000 attendees. They also recommend 8 portable hand washing stations and 1 Handicap accessible restroom. We will provide 2 Handicap accessible restrooms. And 2 handwashing stations, 1 for each side. Each stall has hand sanitizer in them eliminating the need for a bunch of hand washing stations. Spot-a-Pot will be providing the portable toilets.

(9)

Garbage. The application shall include a description of the size and number of available garbage disposal units on the site of the event in addition to the arrangements made to clean up the site after the event has ended.

SEE SITE PLAN ATTACHMENT Dakota Sanitation Letter stating the plan to supply sufficient amounts of trash cans, dumpsters, & recycle bins to make for a clean event. We have contacted Boy Scouts of America, BTC, & other community service organizations to donate time to help with garbage cleanup covering the entire property to include the surrounding streets the day after the event. We do not have any confirmation from them yet but will provide a letter stating who will be helping or if we will hire our own staff to do the cleanup.

(10)

Fencing and barricades. The application shall contain a description of the fencing and barricade system which is intended to control access to the event site, if such event is to be outdoors, and the location of the fencing and barricade system shall be noted on the site plan. If alcoholic beverages are to be dispensed or consumed at the public event, which event is outdoor, the perimeter of the site must be surrounded by a six-foot cyclone-style fence or enclosed within a tent which has four sides. For all events, whether outdoors or indoors, adequate provisions for entrances and exits and access by fire, police and other emergency personnel or vehicles shall also be noted in the application and on the site plan. **SEE SITE PLAN ATTACHMENT. The Fence is a Six Foot chain-link style fence that completely separates 21+ from 20 & Under sections. There is a gated entrance about 10ft wide in the SE corner of the fenced in area that will be used for staff and emergency personal if needed. There are 2 attendee entrances to the property right in the middle south portion of the fenced in area. 1 side is for all ages and an Alcohol-Free Zone which will be marked by a Sign stating Alcohol-Free Zone.**

(11)

Signing. The application shall contain a description of the signing which is proposed to control pedestrian and vehicular traffic, parking, and provide appropriate notices to the persons in attendance at the event. The size, wording and placement of the signs shall be included in the description and shall be subject to the approval of the city engineer. **TSS will provide all signage for us. No parking signs will be placed accordingly by referring to the SITE PLAN ATTACHMENT. The Pedestrian Only lane will be clearly marked with a 2' x 4' sign that says Pedestrian Only Lane. The Emergency Lane will be clearly marked with a 2'x 4' sign that says Emergency Lane Only. There will be parking attendants helping direct traffic in the In/Out Lanes and showing people where to park throughout the event.**

(12)

Sale or consumption of alcoholic beverages. If the applicant intends to sell or allow the consumption of alcoholic beverages at the public event the identity of the alcoholic beverage licensee who will be dispensing said beverages shall be provided. The board may, by resolution or by condition attached to the permit, restrict the sale, dispensing and consumption of alcoholic beverages to beer or beer and wine only at the event or series of events. Therefore, the person holding the event shall include within the application a description of the efforts that will be taken to prevent the consumption of other alcoholic beverages at the event, including those alcoholic beverages attempted to be brought in by members of the public. At all such events the dispensing of alcoholic beverages in glass bottles, glass drinking cups or any other glass containers shall be prohibited. **Rock Point will be applying to dispense the alcoholic beverages for this event. There will be multiple steps to prevent minors from entering the 21+ area of the event or the prohibited consumption of alcoholic beverages not being sold at the event.**

1. **We will have parking attendants and security patrolling the parking lot to prevent any underage drinking in the parking lot area.**
2. **No backpacks, large bags, or outside beverages will be allowed inside the fenced area**
3. **Admission tickets will be taken at gate and a search of all baggy clothing, purses, or small bags will be conducted.**
4. **Attendees will choose which side to go in. 21+ or All Ages.**

   21+ side will be carded and wrist banded with a custom high visibility Tyvek wristband that cannot be purchased at any local store or from any beer or liquor rep in town.
5. **Wrist bands will be forfeited to enter the All Ages section from the 21+ section and will be re-carded and wrist banded to re-enter the 21+ side. All persons will be carded when entering the 21+ section from the All Ages Section even if they have a wrist band.**
6. **Wristbands will be put on as comfortably tight as possible to prevent any transfer of 21+ wristbands. This is why we re-card everyone coming from the All Ages area into the 21+ area not matter if they have a wristband or not. It's a double check system.**
7. **Beer Ticket Seller or Beer Server will serve anyone that does not have the proper wristband on. They will refer to security to escort them to show proper ID and get a wrist band if needed or removed from the event.**

(13)

Security. N.D.C.C. § 53-02-08 requires the city police department to police the event at the expense of the person conducting the event, which payment must be received by the city license officer 72 hours in advance of the event. The application shall contain, in addition to the estimated number of persons in attendance, an estimate of the number of police officers which will be needed to adequately police the event. The chief of police will be responsible for making the final determination of the number of officers that will be required. **There will be 5 City Police Officers patrolling the surrounding neighborhood during the event.**

10 Code Security will be providing 15 Security guards for this event.

(14)

Bond required. The person conducting the event shall file with the city license officer a cash bond in an amount to be set by resolution of the board. The bond shall be returned to the person after the event if the site has been adequately cleaned and if no additional costs or property damage has resulted from or as a result of the event. **To be determined by the City**

(15)

Cost to the city. If the proposed event necessitates any expenditures on the part of the city, excluding the cost of providing police security, such costs shall be paid to the city by the person conducting the event. The posted cash bond shall be used by the city to cover the costs associated with the event and the balance, if any, will be returned to the person conducting the event. If the cash bond does not cover the costs resulting from the public event, the person conducting the event shall be assessed the additional costs. Costs within this section include, but are not limited to, the following:

a. Costs of cleanup or garbage removal;

b. Costs of traffic signing, fencing or barricades;

c. Any property damage to public property which occurred during or as a result of the event; and

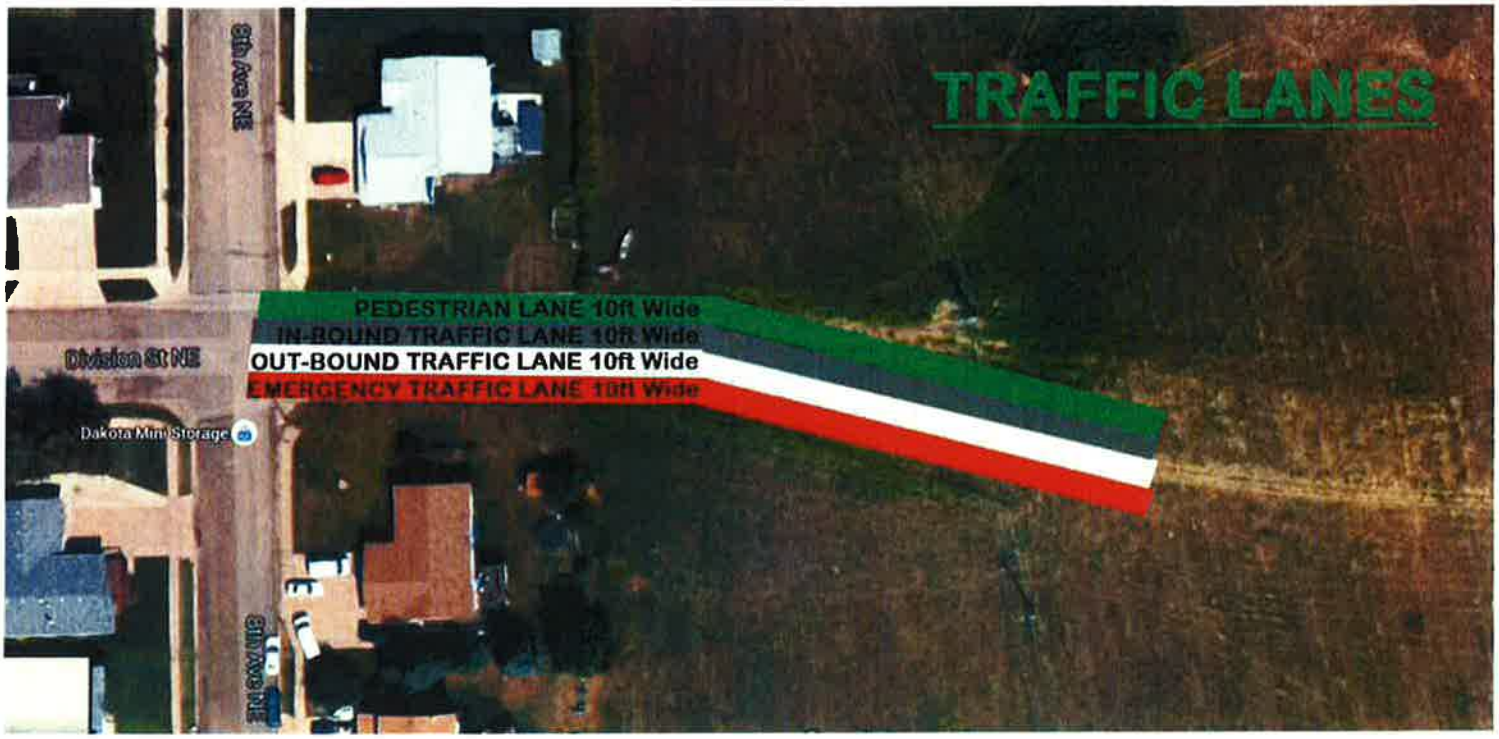
d. Any additional costs associated with crowd control, including injury to city employees or other persons, which occurred during or as a result of the event.

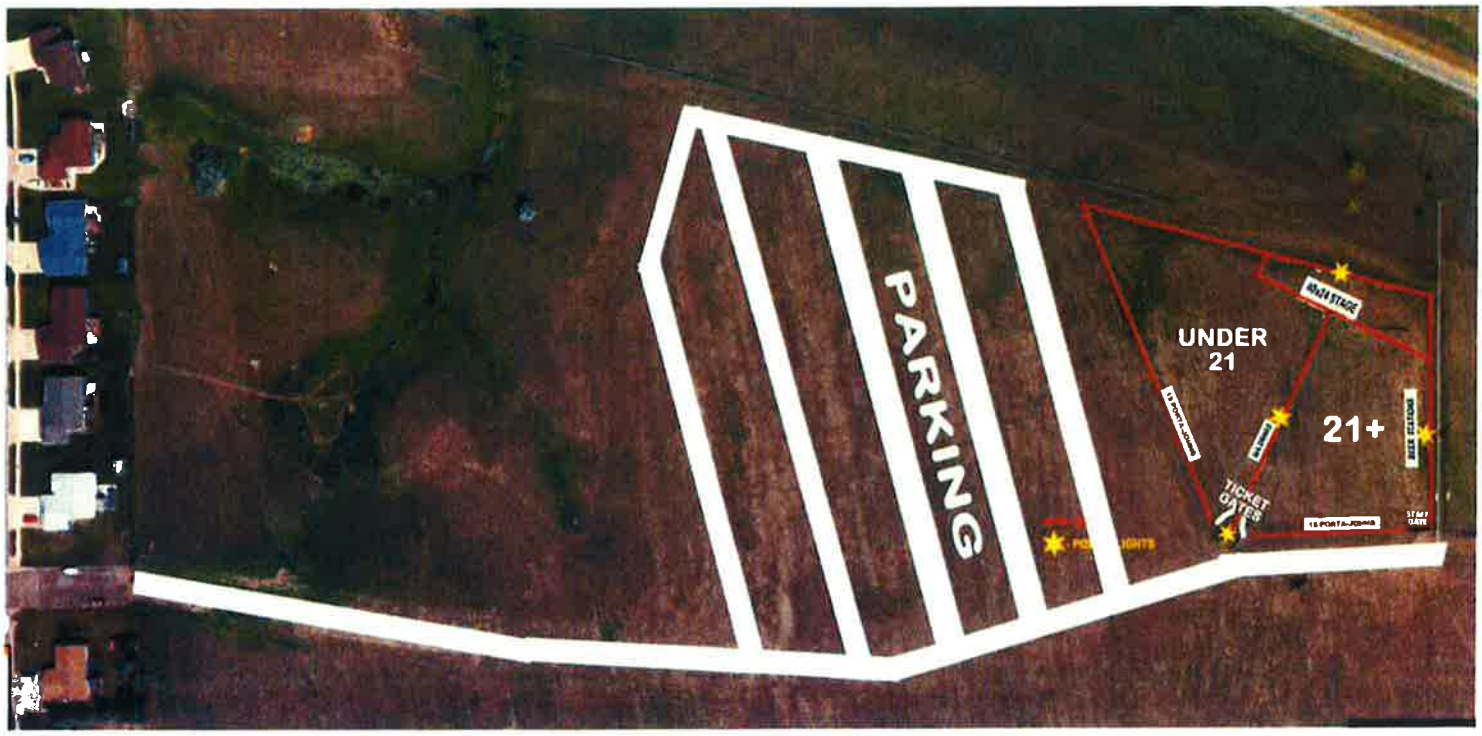
(16)

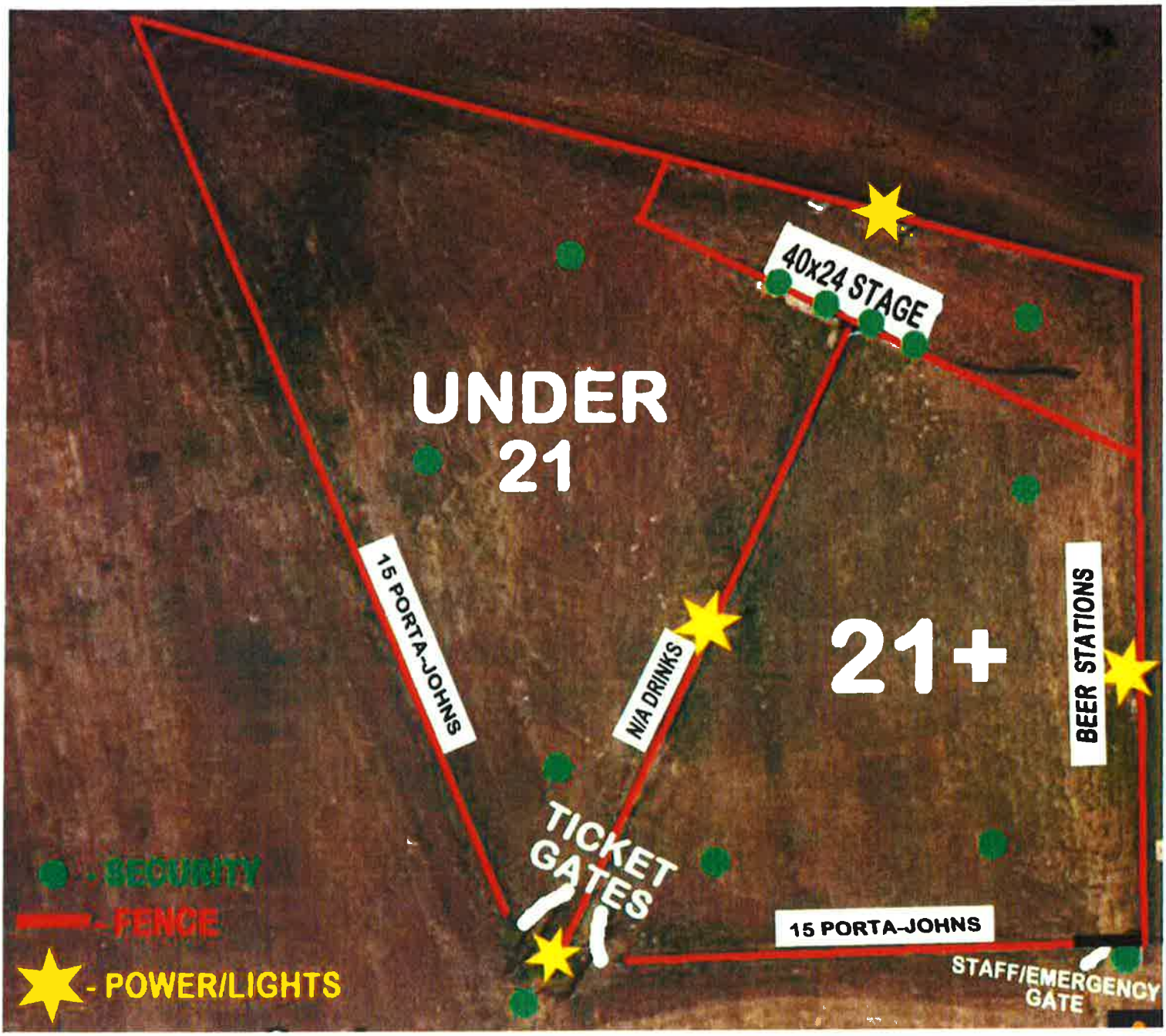
Temporary vacation of streets. If the site plan proposed by the applicant requires the use of any public street, alley or right-of-way, the application and the site plan shall clearly designate the portion of the public street, alley or right-of-way to be temporarily vacated. In no event shall more of a public street adjoining one-half of a public block be vacated and, in each instance, adequate access for emergency vehicles shall be provided. The temporary vacation of any public street or right-of-way shall be subject to the approval of the city engineer. The board shall determine whether any public street, alley or right-of-way may be temporarily vacated for a public event on a case-by-case basis. **No city streets need to be closed off for this event. Just Clearly Marked for No Parking on streets listed in sec. 7 and on the site plan**

(Code 1979, § 10-04-07; Code 1994, § 12-03-11; Ord. No. 744, § 2, 1989)

SITE PLAN ATTACHMENT


TRAFFIC LANES
8th Ave NE
Division St NE
Dakota Mini Storage
PEDESTRIAN LANE 10ft Wide
IN-BOUND TRAFFIC LANE 10ft Wide
OUT-BOUND TRAFFIC LANE 10ft Wide
EMERGENCY TRAFFIC LANE 10ft Wide
8th Ave NE


PARKING
UNDER
21
21+
TICKET
GATES


40x24 STAGE
UNDER 21
21+
15 PORTA-JOHNS
N/A DRINKS
BEER STATIONS
TICKET GATES
15 PORTA-JOHNS
STAFF/EMERGENCY GATE
- SECURITY
- FENCE
- POWER/LIGHTS

Custer Health
For a healthier way of life.
403 Burlington St SE
Mandan North Dakota 58554
701-667-3370 • Fax 701-667-3371
1-888-667-3370

June 1, 2016

Chris Volk
Party on the Prairie
Mandan, ND 58554

To Whom It May Concern:

Custer Health was asked to make recommendations regarding portable sewage handling for Party on the Prairie July 2, 2016. Mr. Volk told me that maximum capacity is 10000 people, however, they expect 4-5000. Erring on the side of caution I sized the event at 8000 attendees with alcohol being served requiring 30 toilet units.

It is also recommended to have 8 hand washing units and at least 1 handicap accessible restroom.

If there are any questions, please contact me at 701-667-3370.

Sincerely,

Lana Schmidt
Environmental Health Practitioner

6th Avenue Northeast
5th Avenue Northeast
Division Street Northeast
4th Avenue Northeast
7th Avenue Northeast
8th Avenue Northeast
PARKING
© OpenStreetMap - Map data ©2016 OpenStreetMap

Land Lease Agreement

LEASE AGREEMENT made this_____day of _____
Between Wetzstein Brothers Land LLP, with an address of 808 Tower Place NE, Mandan, ND 58554 (hereinafter referred to as "(Landlord") & Rock Point, 2500 Pirates Loop SE, Mandan, ND 58554 (hereinafter referred to as Tenant).

IT IS THEREFORE AGREED:

1. **PREMISES**: The Landlord shall lease to the Tenant the premises described as:

   T139 R81:

   Sec. 23, Mandan Lands, Auditors Lot 10 of SW ¼ located in Morton County, N.D.

   Sec. 26, Mandan Lands, N ½ NW ¼ less Auditors Lot B located Morton county, N. D.

For the purpose of holding one event including but not limited to food & beverages concessions.

2. **LEASE TERMS**: The term of this lease shall be for a period of Ten Days, commencing June 27, 2016 and terminating July 6, 2016. The lease term can be extended only by written mutual agreement of both parties.

3. **RENTAL AMOUNT**: The Tenant shall pay to the Landlord or Landlords Designee, (hereinafter Landlord) the sum of [redacted] to lease the property for the purpose of holding an event. Rental payment shall be paid as follows: [redacted] on or before June 30, 2016, with the remaining sum of [redacted] before July 11, 2016, provided an event has been held on the premises. In the case that an event is not held on the premises for any reason, including cancellation due to inclement weather, the [redacted] shall constitute full payment for the lease of the premises.

4. **CANCELLATION OF LEASE:** In the event Tenant is unable or Unwilling to proceed with holding an event on the leased premises, for any reason, Tenant may cancel this lease by providing Landlord with written notice of such cancellation on or before June 24, 2016. Tenant shall have no obligation to make the payments Provided for under paragraph 3 of this lease if Tenant complies with the terms of paragraph 4.

5. **SUBLEASING OR ASSIGNMENT:** Tenant shall not have the right to Sublease or assign Tenants interest in the leased premises under the terms of this lease.

6. **GENERAL LIABILITY INSURANCE:** Tenant shall carry general liability insurance covering any event held on the premises and shall provide proof of insurance for any said event to the Landlord by June 30, 2016.

7. **DRAM LIABILITY INSURANCE:** If Tenant awards a concession for the sale of alcoholic beverages in conjunction with any concert or event, Tenant shall require the concessionaire to obtain Dram Liability Insurance for any such event. Said policy shall provide coverage for no less than $1,000,000.00 and name Wetzstein Brothers Land LLP as additional insured's. Tenant shall provide Landlord with proof of such coverage by June 30, 2016.

8. **BENEFIT:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

9. **NOTICES:** any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by certified mail to the addresses of the parties to this lease agreement as follows:

Wetzstein Brothers Land LLP
c/o Steve Wetzstein
808 Tower Place
Mandan, ND 58554

Rock Point
2500 Pirates Loop SE
Mandan, ND 58554

10. **ACCESS:** The Landlord shall be required to cut the grass and/or hay the leased premises as close to the ground as practical prior to June 30, 2016 and remove the cutting from the areas proposed for the event and its associated activities on or before July 1, 2016.

11. **CLEAN UP**: The Tenants shall be responsible for cleaning up the grounds and removing any garbage generated by an event and returning said grounds to a mutually acceptable condition.

12. **UTILITIES**: The Tenant shall be responsible for the cost of obtaining a temporary electrical hookup to the MorGranSou Line running across the premises and any electricity used.

13. **INDEMNIFICATION**: Tenant hereby agrees to indemnify and hold harmless the Landlord for any damages or liabilities to persons or property which may be incurred stemming from the use of the property for any event held on the premises during the lease term.

14. **CAPTIONS**: Captions are used in this agreement for convenience Only and are not intended to be used in the construction or in the interpretation of this agreement.

15. **INVALID PROVISION**: In the event any provision of this agreement is held to be void, invalid or unenforceable in any respect then the same shall not affect the remaining provisions hereof, which shall continue in full force and effect.

16. **ENTIRE AGREEMENT**: This agreement contains the entire Understanding of the parties. It may not be changed orally. This agreement may be amended or modified only in writing that has been executed by both parties hereto.

17. **INTERPRETATION**: This lease agreement shall be interpreted under the laws of the State of North Dakota.

18. **AUTHORITY**. The undersigned individuals hereby represent and Warrant that they have the authority to enter this agreement on behalf of the Landlord or Tenant respectively and Landlord further represents that Landlord has the right to possess and lease the promises to Tenant.

A Steve Wetzstein Date: 6-10-16

By: A. Steve Wetzstein
Agent for Wetzstein Brothers Land LLP
Landlord

_____ Date: _____

By: William Kramer
Agent for Rock Point
Tenant

10-CODE

June 13, 2016

Mr. Bill Kramer
Rock Point
2500 Pirates Loop SE
Mandan, ND 58554

RE: Security Detail for Hair Ball Concert – July 2, 2016

Mr. Kramer,

Please accept this letter as confirmation that 10-Code Security and Investigations can provide the unarmed security personnel for your upcoming event on July 2, 2016. As discussed, 10-Code security and Investigations is licensed by the North Dakota Private Investigation and Security Board to provide armed and unarmed security and investigations services in North Dakota. I can also confirm that we have at least fifteen licensed security personnel. A majority of our security personnel are either active or retired law enforcement or military personnel.

We look forward to the opportunity to help Rock Point have a successful and safe concert event. Please let me know if you have any questions, or need any additional information.

Sincerely,

Steve Lundin
President
Chief Financial Officer
539 Airport Road
Bismarck, ND 58504
Office: 7
Cell:

Dakota SANITATION INC.
A ROLL-OFF SERVICE

Locally Owned and Operated
1st in service for over 30 years

P.O. Box 2637
Bismarck, ND 56502
OFFICE 701-258-4679
FAX 701-258-5806
TOLL FREE 1-877-258-4679

June 13, 2016

Dakota Sanitation proposes to supply all garbage containers for the Party on the Prairie event located on Crying Hill also on the west end of Division Street.

Since the event is to take place on July 2nd, Dakota Sanitation will have 54 .96 gallon totes with liners distributed in appropriate locations on site the day prior to accommodate the estimated 3,000-5,000 people attending this one day event. Dakota Sanitation will also be providing a 20 yard roll off box with a retractable lid for personnel on site to empty and maintain the grounds in an acceptable manner. The following morning July 3rd, all containers will be removed from the premises by 11:30 a.m.

Dakota Sanitation feels confident in its ability to perform the services for this event in a timely and professional manner. Dakota Sanitation adheres to all local, state, and federal regulations regarding the removal and transportation of municipal solid waste, and is fully licensed and insured in the state of North Dakota. If additionally insured certificate is required please contact are office prior and one will be provided upon request.

Sincerely,

Rick Anderson, CEO/President