



AGENDA
MANDAN CITY COMMISSION
MAY 7, 2019
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

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- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the Board of City Commission meeting minutes.
 - i. April 16, 2019 – Regular Meeting
 - ii. April 16, 2019 – Board of Equalization
 - iii. April 23, 2019 – Special Meeting
 - iv. April 30, 2019 – Special Meeting Budget Working Session
- D. PUBLIC HEARING:
1. Conduct a public hearing to consider testimony from the owner of the property at 210 5th St. NW.
- E. BIDS:
- F. CONSENT AGENDA:
1. Consider approval of a charity raffle permit for Djw Life Project at Christ the King Church on 5/17/2019.
 2. Consider approval of annual site authorization for Bismarck Cancer Center Foundation at Prairie West Golf Course July 1, 2019 to June 30, 2020.
 3. Consider approval of annual site authorizations for Mandan Baseball Club for July 1, 2019 to June 30, 2020.
 - i. Powerhouse/501
 - ii. Broken Oar
 - iii. The Drink (Lakewood Bar & Grill)
 - iv. Last Call Bar
 - v. Silver Dollar
 4. Consider approval of Minor Plat for Canyon of the Willows Addition.
 5. Consider approval of agreement for long-term temporary highway closure with NDDOT.
 6. Consider approval of Annual Maintenance Certification with NDDOT.
 7. Consider subordination agreement related to the financing of Library Square I.
 8. Consider approval of Soccer club road closure request.

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9. Consider approval of the Mercer County Sheriff's Office Jail Agreement.
10. Consider approval of Memorandum of Understanding Operational Plan and Grant Agreement with ND Game & Fish Dept.
11. Consider Assessing Department budget transfer.
12. Consider approval of annual site authorization for Matpac Wrestling Club at The Scapegoat Bar for July 1, 2019 to June 30, 2020.
13. Consider approval of site authorization for New Salem Civic Club at Rock Point for the remainder of the year ending June 30, 2019.
14. Consider approval of annual site authorization for New Salem Civic Club for July 1, 2019 to June 30, 2020.
 - i. Mandan Bennigan's
 - ii. Rock Point
15. Consider amending the 2019 Street Department budget.
16. Consider approval of offer for 109 14th Ave. NW
17. Consider approval of the Special Event Permit for the Touch A Truck event.

G. OLD BUSINESS:

H. NEW BUSINESS:

1. Consider approval of new class Beer Wine Only (BWO) for G.D. Hooker LLC at the location of 200 W. Main Street, Suite 102 dba Black Lions.
2. Consider Renaissance Zone Committee recommendation for a lease application by G.D. Hooker LLC (dba Black Lions) for 200 W Main St, Suite 102

I. RESOLUTIONS AND ORDINANCES:

1. Second and final consideration of Ordinance 1309 related to revisions to the sign ordinance.

J. OTHER BUSINESS:

K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. May 21, 2019
2. June 4, 2019
3. June 18, 2019

L. ADJOURN

The Mandan City Commission met in regular session at 5:30 p.m. on April 16, 2019 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

1. *Roll Call of All City Commissioners.* Present were Mayor Helbling and Commissioners Braun, Davis, Larson and Rohr and essay winner “If I were Mayor for a Day” Julia Graff. Department Heads present were City Administrator Neubauer, Fire Chief Nardello, Building Official Ouradnik, Business Development and Communications Director Huber, Assessor Markley, Director of Public Works Bitz, Police Chief Ziegler, Planning & Engineering Director Froseth, Principal Planner Van Dyke and Assistant City Attorney Oster. Absent: Finance Director Welch and Attorney Brown.

2. *“If I Were Mayor” Essay Contest Winner.*

Mayor Helbling stated that earlier this year, the North Dakota League of Cities (NDLC) held an “If I Were Mayor” Essay Contest for third and seventh grade students across the state. Over the years, the City of Mandan selects a contest winner from the local submissions and invites them to participate in a Mandan City Commission meeting. A total of 23 essays were submitted by Mandan third-grade students. Mayor Helbling read through the essays and selected the winning essay written by Julia Graff who is a third grade student in Mrs. Hogan’s class at Fort Lincoln Elementary School. Julia read her essay out loud. Mayor Helbling presented Julia with a certificate, a City of Mandan shirt and \$50 in Mandan Bucks provided by the Mandan Progress Organization.

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the April 2, 2019 Board of City Commission regular meeting.* Commissioner Braun moved to approve the minutes as presented. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes. Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

1. *Consider ratification of recommendation of approval for Running’s Special Use Permit.* Principal Planner Van Dyke presented a request from Hopfauf Custom Builders on behalf of Running’s Supply, Inc. for a special use permit for farm supply retail. A special use permit is required for vehicle and farm supply sales in the DF – Downtown Fringe District. He reported that at the March 25, 2019 meeting, the Planning and Zoning Commission recommended approval of the special use permit subject to approval of the landscaping plan by the Mandan Architectural Review Commission. He reported that the Mandan Architectural Review Commission approved the landscaping plan on April 9, 2019.

Mayor Helbling announced this is a public hearing to consider ratification of approval for Running’s Special Use Permit. He invited anyone to come forward to speak for or against the

matter. A second announcement was made for anyone to come forward to comment. Hearing none, this portion of the public hearing was closed.

Commissioner Larson moved to approve the request from Running's for a Special Use Permit. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes. Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

E. BIDS:

1. *Presentation of results of bids for Southside Street Improvement Project 2018-07, SID #213.* Planning and Engineering Director Froseth presented a request to award the bid for Street Improvement District No. 213, Project No. 2018-07 (Southside). He stated that at the December 4, 2018 meeting the City Commission approved the resolution creating the district, approved the engineer's report, approved the feasibility report and approved the resolution of necessity for this project. The Resolution of Necessity was published in the Mandan News on December 7 and 14, 2018 and notification letters were sent out to the property owners within the District. The 30 day protest period started on December 7, 2018 and ended on January 7, 2019. At the December 18, 2018 the City Commission meeting approved that \$1.5 million would come out of the Sales Tax Fund and spread it over the life of the bond. If passed, the Prairie Dog Funds would be used instead of the Sales Tax Funds for project funding assistance. At the conclusion of the protest period, 12.81% of the assessment district area had protested. At the City Commission meeting on January 8, 2019, it was found that the protests were insufficient and the Commission voted to move forward with the project. The City Engineering staff and the consultant have been working on the design with alternates in addition to the base bid in order to select the project that Commission determines is most cost effective while staying within the general nature of the project proposed. On March 19, 2019, the City Commission approved the advertisement of bids for this street project. The bid opening for the City of Mandan Southside Street project, Street Improvement District No. 213, Project 2018-07 was held on April 10, 2019. Bids were received from two contractors; Northern Improvement Company and Mariner Construction.

The Base Bid of the project including Parts A-F on the attached Bid Tabulation includes the following scope of work. These items will be tracked separately due to different allocations within the district.

Part A – Roadway Improvements including: Roadway reconstruction and rehabilitation curb and gutter replacement, pedestrian ramp installation, valley gutter replacement, driveway replacement and other associated work.

Part B – Storm Sewer Improvements including: Storm sewer piping and structures designed using the City of Mandan Storm Sewer Design Standards.

Part C – Water Main and Sanitary Sewer Improvements including: Replacement of water main at locations identified as needing replacement and repair of a defect at a single location of the sanitary sewer system.

Part D – Park District Improvements including: Resurfacing and paving of the three park district parking lots, access roadways and associated work. This is Park District only.

Part E – 2020 Roadway Seal Coat including: Work associated with seal coating of all of the streets to be paved under this project. This work is to be completed during the 2020 construction season.

Part F – 2020 Park District Seal Coat and Striping Including: Work associated with seal coating and striping of all the Park District parking lots and access roads to be paved under this project. This work is to be completed during the 2020 construction season. This is Park District only.

Director Froseth reported that a total of five (5) Alternate Bids were included in the bidding of this project, as follows:

Alternate 1 - Cement Stabilized Base: This alternate was bid for potential cost savings on the project. Cement stabilized base (CSB) is used as a replacement to the traditional fabric/gravel base section. This alternate will reduce project costs and will accelerate construction as it reduces the amount of excavation required to prepare the roadway for paving and eliminates the need to import the gravel base material. However, the use CSB does create potential challenges for accessing the utilities beneath the roadway if repairs are needed.

Alternate 2 – Downsized Storm Sewer: This alternate was bid in order to determine what cost savings there would be for the project if smaller storm sewer pipe was used. This storm sewer system was not sized to convey any certain storm event but will act as a drain in order to alleviate water sitting on the streets. Although this storm sewer will alleviate some of the inundation of roadways during regular rain events it will not perform to the standards that City of Mandan has in place for storm sewer design.

Alternate 3 – Alley Resurfacing: This alternate was bid as additional scope of work for the project. This alternate includes patching and mill and overlay of the alleys which are currently asphalt surfaced in the neighborhood.

Alternate 4 – Lighting: This alternate was bid as additional scope of work for the project. This alternate includes installation of lighting along the 7th Street/6th Avenue alignment and in Park District Parking Lot 3. The lighting on 7th Street/6th Avenue would begin at the intersection of 7th Street and 8th Avenue and end at the Intersection of 6th Street and 5th Avenue.

Alternate 5 – Sanitary Sewer Improvements: This alternate was bid as additional scope of work for the project. This alternate includes an extension of the sanitary sewer main in 7th Street SW. The sanitary sewer ends approximated 200' east of 8th Avenue and under this alternate would be extended approximately 520' to the east providing access to sanitary sewer for the adjacent properties.

It was noted that the costs associated with Parts C, D & F of the base bid will not be assessed to the public. The costs associated with Alternates 3, 4 & 5, if awarded, will be assessed to only the benefiting properties which is narrowed down to small portions of the entire assessment district. These values are summarized in the attached “Summary of Costs Not to Be Assessed in the Overall Project Assessment”. The total project cost that would be divided among district participants (including the \$1,500,000 buy down) is estimated at about \$5,859,000 or \$4,083,000 on the low end if all cost savings alternates were taken. With the highest cost option, the average property would see an assessment about 16% below the amount in the notice letters. With the lowest cost option, the average property would see an assessment about 42% lower than the notice letters.

The “Summary of Costs” is Not to Be Assessed in the Overall Project Assessment breaks out construction costs that would not be going to the assessment district at large. The improvements for the water and sewer improvements would go to the utility fund. The improvements for the park district’s parking lots would go to the Park District and alternates #4 and 5 would go to

much smaller sub-areas within the large district for those very local improvements. The City has been approved for a low interest loan from the Bank of North Dakota for favorable loan terms to help with costs.

Commissioner Larson inquired how this affects the water main project and what, if any, would Public Works be affected in long term road maintenance. Director Froseth indicated the plan is to replace the large water main and with regard to the sanitary sewer main, generally those sewers run into the alleys in this area and sanitary sewer line will be considered. This will have to be discussed with the Public Works Department. Mayor Helbling commented that it is his opinion that Alternate 1, the cement based stabilizing would be appropriate. Alternate 2, regarding the storm sewer, would be a recommended to deal with flood situations. Alternate 3 regarding alleys and that would clean up the alley areas. Alternate 4 would be the responsibility of the Park District and Alternate 5 relates to the sewer extension and that would be the responsibility of the two entities that benefit. Commissioner Rohr concurred with Mayor Helbling's comments and suggestions. Mayor Helbling suggested that a special public hearing be scheduled to move this project along and that notices be sent out. He recommended that the contractors start as soon as possible in order to get this project started in order to finish the project this year.

Commissioner Davis motioned to hold a special meeting public hearing regarding the Southside Improvement Project 2018-07 SID 213 to be held on April 23-24, 2019. Commissioner Rohr seconded the motion.

Administrator Neubauer clarified that if a Special Meeting is held, the discussion will be limited to what is on the Agenda for that Special Meeting. Commissioner Davis amended the motion to include action on the motion. Commissioner Rohr seconded the amended motion. Roll call vote on the amended motion: Commissioner Rohr: Yes; Commissioner Davis: Yes. Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

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

Mayor Helbling clarified that the recommendation put forth is to go with Alternate 1, Alternate 2, Alternate 3 and leave Alternate 4 up to the public entities to decide and Alternate 5 up to the landowners that are affected to decide. The City Engineering Department will run the numbers and a notice will be sent out this week, a public hearing will be held on April 23rd or April 24th and action will be taken the evening of the meeting.

F. CONSENT AGENDA

1. *Consider approval of monthly bills.*
2. *Consider approval of site authorization for Mule Deer Foundation at Prairie Patriot Firearms on May 16, 2019.*
3. *Consider proclaiming May 6-11 as Economic Development Week.*
4. *Consider approving the Special Event Permit Application for the Dakota Vipers on June 15, 2019 at Prairie West Golf Course.*
5. *Consider terminating the architectural agreement with ICON Architectural Group LLC.*

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6. *Consider entering into agreement with Jiran Architects & Planners, PC.*
 7. *Consider approval of an agreement with Living Waters water main installation. This is contingent on the City Engineer's approval.*

Commissioner Larson moved to approve the Consent Agenda items 1 through 7 as presented. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS:

H. NEW BUSINESS

1. *Presentation of the Bismarck Mandan Transit Development Plan.*

Steve Saunders a representative of the Metropolitan Planning Organization (MPO) came forward and stated that the MPO has partnered with Bis-Man Transit. He said this is the first presentation for the approval tour of the transit development plan. He introduced Bill Troe from SRF Consulting, who is participating via teleconference for this meeting. Mr. Troe has conducted the major work done on this plan.

Bill Troe, a transportation planner with SRF Consulting explained that over the last year he has been working with the MPO and Bis-Man Transit and others within the community to update the Transit Development Plan. He prepared a planning document that discusses opportunities to improve the operations and fiscal solubility of Bis-Man Transit. This document has a horizon of 5-6 years and is updated every 5-6 years. He stated there are basically two alternate future transit paths for the region. Bis-Man Transit provides fixed route and para-transit/demand for the cities of Bismarck and Mandan. The recommendations of the plan outlines possible service changes that may be pursued in the future. The Bis-Man Transit is facing a financial deficit. Therefore, some recommendations indicate a reduction in service. Other recommendations indicated an increase in service, should additional funding be secured. The study shows there has been a decline in operations and the operating budget has been in excess of the annual operating budget. There has been investment in new buses that has drawn the reserve fund downwards. Federal funding is based on a formula associated with population. Additional federal funding can be applied for and through the program there are six different programs to qualify for extra federal dollars. Bis-Man has competed for two of the criteria and in 2019, will be receiving funding from two of the six parameters. That adds about \$520,000 to the budget. The problem anticipated is that if service is reduced, there is risk of losing one or two of those funding elements in 2019. The recommendation we are going present is requesting additional funding for transit operations within the region. The MPO and Bis-Man transmit has looked at reducing services of about 10% of the operating budget. If the gap is closed, the program runs the risk of losing \$250,000 in federal funding, stating that it can be lowered but it can't be closed or we will lose additional federal funding. He recommended moving forward with the plan to find the \$250,000 annual operating funds in the region and that will allow the program to close the operating portion of the deficit and that would leave draws out of the capital improvement. The table shown indicated the comparisons within the region to Bismarck-Mandan. The bottom line of this information is that Bismarck and Mandan are on the low end of spectrum as far as per person is invested in transit. The majority of the cost is attributed to labor. Mr. Troe explained

the pros and cons of the transit program funding. Mayor Helbling suggested approaching the state for funding because on a day to day basis there are less people riding. He said that it appears the buses are mostly busy with the transition centers. There was discussion on paratransit versus fixed routes and that will be part of this planning stage over the next couple weeks. A draft plan was presented, called a Mandan Flex Route that would involve only transports within Mandan. A capital improvements plan for the next six years was presented.

Kaela Surface, a Mandan resident and patron rider, came forward to ask questions about closing down during certain hours. Mr. Troe replied that there is consideration to reduce hours during late night hours depending on what is needed to close the gap and save dollars. He clarified that it has not been determined if these hours will be cut. Examples were given of transitioning from one route to another route and if ride fares would rise or not. A request was made to put a shelter near the Mandan Walmart.

DeNae Kautzmann, a Mandan resident, came forward and stated she is the Secretary-Treasurer of the Transit Board. She said the presentation given by Mr. Troe is accurate and it has been difficult for the Board to determine a plan as to how to proceed. The bottom line is the reserves will be gone next year and the Board does not want to see transportation stopped so the shortfall has to be addressed. A number of options have been presented and she reported that the lowest rider-ship are the purple and brown routes which are in Mandan. The only one that is less utilized is the green route and that route goes out to the University of Mary. That route will be addressed because that was a pilot project. She commented on the number of buses on the road with very few passengers. She explained that she had the same concern at one point in time but learned that the buses are running different routes for different people and although it appears they are not efficient in picking up and delivering people, however, she assured the Commission that the bus routes are efficient. She said that efforts have to be put in place to get more people to ride the fixed route. The cost is the same if only one person rides or 25 people ride. For the short term, Commissioner Guy sits on the Board and she has been able to provide insight for additional funding sources. She stated there is a need to address the short term now. Mayor Helbling stated that Mandan would like to know what their number is and what they are being asked to provide. Ms. Kautzmann said there is a Transit Board meeting scheduled on Thursday and that concern will be discussed. Mr. Troe said he will be attending that Board meeting. It was reported that the Bismarck-Mandan MPO recommended approval or acceptance of the Transit Development Plan presented.

Commissioner Rohr moved to approve the Transit Development Plan. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Consider Growth Fund Committee recommendation on Storefront Improvement Application for 504 West Main Street.* Business Development & Communication Director Huber presented for consideration on behalf of the Mandan Growth Fund (MGF) Committee, a recommendation for the approval of a Storefront Improvement application for 504 West Main Street from Runnings, Supply, Inc. She said that the MGF met on April 10, 2019, to consider an application from Running's Supply, Inc., for matching funds for the exterior building and site

improvements associated with 504 W Main Street the former Central Market building. The applicant is investing approximately \$1.3 million in building improvements including an estimated \$186,913 in exterior building, signage and landscape improvements. The exterior improvements are to include:

- Extending the canopy and installing new “bran muffin” color tin siding on its face and installing lighting.
- Brick veneer patching on the front of the building.
- New building signage and a pylon sign.
- Landscaping will include the addition of a 5-ft buffer of trees and shrubs between the parking lot and the sidewalk on the property’s east and south sides, and an approximate 25x25-ft square in the southeast corner.
- A new decorative fence will be put in to protect storage of large merchandise such as corral panels and water tanks. There will be a fence between the 504 W Main building and the building at 511 First Street NW, which will serve as a warehouse space for merchandise being sold in the larger building. Of note: This is all to make the situation work, given the two adjacent buildings being available, rather than one large building being available of 50,000 sf. An application for the 511 First Street NW building is not included in the applicant’s request, because no substantive improvements to the building are planned other than the addition of a garage door on its east facing side.

Director Huber reported that some of the other improvements include new LED heads on parking lot light poles and the parking lot will be resurfaced. The target completion date is mid-July. The site plans, exterior building plan and signage have all received approval from the Mandan Architectural Review Commission. The only aspect of the project not yet approved is the applicant’s intention to install a garage door on each the west side of the larger building and the east side of the smaller building to facilitate movement of merchandise back and forth between the buildings. The landscaping and upgrade of the fencing material are requirements by the Planning and Zoning Commission and MARC. The application indicates a request for a 50% match equal to \$93,456.50, the maximum match made available under the Storefront Improvement program is \$60,000 for a larger corner or multi-story building. This building is approximately 32,000 sf with all sides visible from surrounding streets. The maximum match for most buildings is \$30,000.

An application for rehabilitation of the building by real estate holding company JR&R II, LLC, previously received approval as a Renaissance Zone project for five-year 100% property and state income tax exemption. The proposed investment in improvements is sufficient to independently meet the requirements of each program without overlap.

The MGF voted 9-0 to recommend approval of the application for \$60,000 in matching funds for the Storefront Improvement project by Running’s Supply, Inc. for 504 W Main Street. Mayor Helbling inquired about a First Street entrance. Director Huber stated that is not part of the plan. She will be contacting a Running’s employee regarding that issue along with other matters. Mayor Helbling suggested that this item pend approval until there is confirmation that the parking lot will be paved and a plan is presented to utilize the First Street parking lot. He requested a plan on how that will be accomplished. Director Huber stated that her concern with that is the parking lot is outside the scope of how matching funds can be used for the Storefront

Improvement Program. Mayor Helbling stated that he believes the building was sold reasonably enough and that was one of the two conditions and if they don't want to do it, then they don't have to accept the Storefront Improvement money. He said that he would like to see those two conditions in place. Commissioner Rohr commented that these matters could be handled through a management request. Director Huber stated that the prior owners of 504 West Main were in separate buildings during occupancy and they utilized the far east and west ends of the lots for employee parking. She would require clarity on the north side of the building and if their employees will use that door. She is not sure how that would be enforced and deferred to Attorney Oster to clarify this concern. Attorney Oster asked Director Huber if she was stating that since this matter is regarding a storefront improvement fund that the parking lot is outside of what the funds will be used for? Director Huber stated that (parking lots) are not eligible for funds to be used and she is not sure about requiring something contingent on something that it outside of the scope of the program. Assistant Attorney Oster agreed that it could not be made part of a contingency if it is something the funds cannot be used for. Mayor Helbling stated that he is not in support of the store front improvement program being granted unless those two conditions are met. Mayor Helbling stated that the Storefront application can be tabled until answers are obtained as to what their plans are.

Commissioner Braun moved to table this matter until answers are received from Running's representatives regarding answers to these questions. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

3. *Report to Commission about the property at 210 5th ST. NW to consider the recommendation from Custer District Health and Building Inspections to declare the property a dangerous building and facilitate the removal of the building.* Building Official Ouradnik presented a report to the City Commission concerning the property located at 210 5th Street NW Legal Description: First Northern Pacific Addition, Block: 76, Lots 7 & 8 – 4361. He reported that based on the inspections conducted by Custer District Health and Mandan Building Inspections the property at 210 5th St. NW has been deemed to be a dangerous building in accordance with Mandan municipal code Article 9 Section 111-9-5(1). The owners of the home were notified and instructed that the home was to be vacated and demolished within a reasonable time. He reported on events that have occurred in this matter.

On 1/8/19, Mandan police assisted the Metro Area Narcotics Task Force in the execution of a search warrant at 210 5th St. NW in Mandan, ND. The owners of the property are Kristi Sample and her late husband, Virgil Sample. The officers that had entered the home were concerned about the sanitary and structural condition of the home and Custer District Health was contacted. Erin Ourada a representative of Custer District Health investigated the claims made by the Mandan PD and found the claims to be valid. The home was deemed uninhabitable and a notice was posted on 1/8/19 citing NDCC Chapter 23-35-12 and the owners were prohibited from occupying the residence. Photographs of the condition of the home were taken. Ms. Ourada had contact with Kristi Sample and she also provided a narrative of those conversations to the council. Deputy Police Chief Flaten, Code Enforcement Officer Fleck, Building Official Ouradnik and Custer District Health representative Erin Ourada met and discussed the need for further inspection to the home due to the claims of structural conditions and sanitary conditions.

It was the consensus of the group that Deputy Chief Flatten would obtain a search warrant to enter the home and the inspections were to be conducted.

On 1/15/19 the search warrant was granted and executed. Deputy Chief Flatten, Code Enforcement Officer Fleck, Building Official Ouradnik and Custer District Heath representative Ourada entered the residence to conduct the inspections. Based on the findings of the inspections a notice was sent to Ms. Sample informing her that the home had been declared a Dangerous Building according to Mandan Municipal Code Chapter 9 Section 111-9-1 on 1/18/19. The notice was delivered to Ms. Sample on 1/18/19. Ms. Sample had conversations with Code Enforcement Officer Fleck and was allowed to enter the home to obtain some personal items but was not allowed to occupy the home. On 1/28/19 Ms. Sample left a message for Code Enforcement Officer Fleck asking for an extension of time to remove the home. Deputy Chief Flatten, Code Enforcement Officer spoke to Ms. Sample on 1/30/19 and informed her that she would not be granted the extension for the removal of the home. She was informed that when she had a signed contract with a contractor for the removal then arrangements could be made for an extension.

On 2/4/19 Ellis Larson, Ms. Sample's father spoke to Deputy Chief Flatten and Code Enforcement Officer Fleck about the extension. It was explained to him that arrangements for an extension could be made with a contractor regarding the removal of the home due to weather constraints but that a signed contract would need to be furnished before an extension could be made. On 2/15/19 an estimate from Markwed Excavating Inc. was received for the demolition of the property. This was only an estimate not a contract. On 2/20/19 Code Enforcement Officer Fleck contacted Ms. Sample and explained that the estimate received was not sufficient and that a signed contract was needed. Code Enforcement Officer Fleck contacted Mike Markwed (contractor) and spoke to him about the estimate. On 2/26/19 Code Enforcement Officer Fleck again contacted Mr. Markwed and was informed that he had not any contact with Ms. Sample on this matter. Deputy Police Chief Flatten, Building Official Shawn Ouradnik, and City Attorney Malcolm Brown discussed the next steps to be taken. On 2/28/19 Deputy Police Chief Flatten, Code Enforcement Officer Fleck, Building Official Ouradnik and Custer District Heath representative Erin Ourada met and decided to proceed with a hearing before the City Commission due to the noncompliance of Ms. Sample of the order for demolition of the structure.

Based on the above, Building Official Ouradnik recommended the City Commission uphold the findings of Custer Health, Code Enforcement and the Building Inspections Department and declare the property located at 210 5th Street Northwest, Mandan ND to be a dangerous building.

Mayor Helbling commented that based on the facts presented and the photos provided of the property, the City Commission is obligated to act on the request brought today.

Commissioner Braun moved to conduct a public hearing pursuant to Mandan Municipal Code Section 111-9-5(1) for the property at 210 5th St. NW Mandan, ND, legal description of First Northern Pacific Addition, Block 76, Lots 7&8 – 4361 for the owner, Kristi Sample, to show cause why the building should not be demolished. Commissioner Larson seconded the motion. It was noted that if the City pays the costs for the demolishment of the building the costs

will be special assessed to the property. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

4. *Consider Memorial Highway Utility Engineering Service Agreement with HDR.*

Planning and Engineering Director Froseth presented a request to enter into an Engineering Service Agreement with HDR for the preliminary engineering plan of the Memorial Highway water main and sanitary sewer main systems. He said that the NDDOT selected HDR as the Engineering consultant firm to plan and design the project to reconstruct Memorial Highway from Main Street to the Expressway. HDR will bring in AE2S to assist with the project. This is a large project that is estimated to cost over \$30 million to complete for roadway improvements and the storm sewer improvements. The roadway and the storm sewer components of the project are eligible for federal funds and state cost share at a total percentage of 90% and the City's share of 10% of those costs under the long-established cost share formula of the DOT's.

Director Froseth reported that underneath the Memorial Highway roadway within the right of way, there is a network of both City water main and sanitary sewer main. Both pipe networks are over 40 years old. The water main pipe is Asbestos Cement Pipe (ACP), a type of pipe commonly used during that time. The ACP has proven to be less reliable than other types of pipe over the years and it was recommended that it be replaced under the entire stretch during the reconstruction. In addition, the sanitary sewer main is also over 40 years old and it is anticipated that this would be an appropriate time to replace that. If it is not addressed now there is no idea how long will it last? Other concerns brought forward and questioned include, will the lowering of the road for better storm drainage conflict with the sanitary pipe? Consistent with the master lift station study that was recently completed, is the cost/benefit there to replace three lift stations along Memorial Highway with one located off of Memorial Highway and utilize more length of preferred gravity sewer as opposed to sanitary force main? Director Froseth recommended reviewing these issues as a part of the project.

In order to do a preliminary design of the water main and sanitary sewer systems the City will need to enter into an agreement with HDR because the DOT's cost share policy is not to participate in water and sanitary sewer systems costs. Per the 2010 corridor study, the construction of the water and sanitary sewer main was estimated \$8.4 million with \$1.2 million of that for engineering design and construction.

In order to move forward, Director Froseth presented an Engineering Agreement for the preliminary design in the amount of \$315,000. The agreement is with HDR and they will sub-consult with AE2S who will do the majority of the work under this agreement. Without this work, the City would not be addressing water and sanitary systems with the Memorial Highway. The Engineering Office is of the opinion that the Engineering Agreement is needed. This agreement would see preliminary design through to early fall. It is anticipated that the final design would start in late 2020 with a projected bid opening for year 2021 construction of the first phase. The funding phases break this project up into three sections in order to fit the DOT's program. However, the consultant has been tasked to look into making it a two phase construction project feasible to better control disruption due to the project. That is part of what they will be working on with the current preliminary design effort.

Director Froseth explained that when the 2019 budget was drafted the City requested the entire NDDOT participating engineering effort in 2019 which would require an amount of \$347,650 for the City's cost. Though the water and sewer main total projects (including engineering) were requested in budget, they were requested in the years that it was expected construction would occur, thus the City does not have the funds to cover all the engineering costs expected in 2019. Engineering staff consulted with Finance Department and was advised that in order to cover the 2019 engineering costs, the 2019 budget would have to be amended in order to appropriate \$123,350 from the water and sewer utility fund for this.

Director Froseth recommended approving the amendment to the 2019 water and sewer utility fund budget towards the Engineering Service Agreement with HDR and approve the Engineering Service Agreement with HDR as presented.

Mayor Helbling commented that some of these projects will have to be moved down the road due to funding constraints. He agrees that the engineering process needs to move forward.

Commissioner Rohr moved to approve amending the 2019 water and sewer utility fund budget by appropriating \$123,350 towards the Engineering Service Agreement with HDR and approve the Engineering Service Agreement with HDR. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

5. *Consider the Urban Grant Program (UGP) award for 1st Street and downtown avenues.* Planning and Engineering Director Froseth stated that the DOT awarded the Main Street reallocation project to the City of Mandan under the Urban Grant Program (UGP). The DOT is requesting acceptance of this award in order to include it in their funding program. He said that the UGP is a program that initialized in 2017 as part of the Governor's Main Street Initiative. The intent of this program is to fund transportation projects that include items that improve the vitality of downtown districts of cities with a population of at least 5,000.

Mandan City Staff submitted its First Street and downtown Avenues UGP application in December, 2018. The application included elements that came from the Downtown Subarea Study. The project would be reconstructing 1st Street from 1st Avenue West to 6th Avenue West as well as 2nd -5th Avenues west from Main Street to 2nd Street. This was the second of two consecutive attempts that the City applied for this project under the UGP. On March 25, 2019 the City was notified the DOT awarded \$2.4 million of the requested \$3.2 million. An updated estimate of the project is \$5.2 million but that does not include the water main replacement. The city's local share would be \$2.8 million. Under a typical local cost allocation formula for federal funding assisted projects, the City would pay for that local share by 50% with a local street improvement district, 25% with city-wide property taxes and 25% with the sales tax fund.

Mayor Helbling stated that the City of Mandan will have to look at sewer and water lines related to this project and he recommended accepting the grant as proposed.

Commissioner Davis moved to approve to accept the UGP funds for the 1st Street and downtown

Avenues reconstruction and revitalization project. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

6. *Consider request to increase Deputy Municipal Court Clerk hours.* Municipal Judge DeNae Kautzmann presented a request to increase the hours of the Deputy Municipal Court Clerk hours from 16 hours per week to 32 hours per week. Based on the workload of the Municipal Court's office that has increased over the last four years, she provided several justifiable reasons to increase the hours for this position and for the department. The main reason for the request is because this is a one-person office and if anyone comes to the office it should be open and available to the public. There are many times the office has to close because both she and the Clerk need to attend to matters held in the courtroom, and when that happens, the office has to close for periods of time. This impacts the public and it drives up the cost for the police department. It is her position that there should be someone in the office at all times to assist the public. In addition to office coverage, she reported that the software program used for the court documents is not user friendly and is time consuming and requires time to learn and maintain the program. Overall the caseload has increased in comparison to the past. She provide the number of bench warrants processed that has substantially increased over the last 3 years She assured there will be plenty of work for this individual if the increase in hours is approved for the deputy clerk position.

Commissioner Davis agreed the request presented by Judge Kautzmann is reasonable and said he is in favor of increasing the hours for the deputy clerk position. Commissioner Braun inquired if this cost would affect the budget and Administrator Neubauer replied that the City can support the additional cost if approved.

Commissioner Larson moved to approve increasing the Deputy Municipal Court Clerk hours from 16 hours per week to 32 hours per week. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

At 7:21 p.m. Mayor Helbling recessed the regular City Commission meeting to move into the Board of Equalization Meeting. Commission Davis motioned to adjourn the City Commission meeting, seconded by Commissioner Larson. The motion received unanimous approval of the members present.

Following adjournment of the Board of Equalization meeting, Commissioner Braun motioned to reconvene the City Commission at 7:33 p.m. Commissioner Davis seconded the motion. The motion received unanimous approval of the members present.

7. *Legislative Update #7.* Administrative Neubauer presented updates that have occurred since the last meeting. The liquor licenses will need to be reviewed. State Water Commission 2020 is being watched. There are many conference committees in process now.

I. RESOLUTIONS AND ORDINANCES

1. *Second and Final Consideration of Ordinance 1308 relating to the payback of unused sick leave.* Administration Neubauer stated this is the second and final reading of Ordinance 1308 and that no comments or opposition have been received since the first reading.

Commissioner Davis moved to approve the Second and Final Consideration of Ordinance 1308 relating to the payback of unused sick leave. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *First Consideration of Ordinance 1309 relating to revisions to section Sec. 105-1-15 of the Mandan Code of Ordinances to allow the Building Inspections office to process standard sign applications, making the Code Enforcement Officer the first point of contact unsafe or unlawful signs, and establishing a maximum size for pylon and pole signs.*

Building Official Ouradnik presented a request to revise the City of Mandan Ordinance Sec. 105-1-15 “Signs” that will allow the Building Inspections Department to process any standard sign application. This change also establishes the Code Enforcement Officers as first point of contact for sign complaints. This action would establish maximum sizing requirements for pylon and pole signs. He explained that the Building Inspections Department has received complaints from customers about the sign permitting process in particular, the time it takes to go before the Mandan Architectural review Commission (MARC). With the MARC meeting every second and fourth Tuesday of every month it has become an issue for some sign contractors and installers to schedule installations in a timely fashion. This action would allow the MARC to focus its efforts on other areas of the architectural review process. By allowing the Building Inspections Department to process any sign that falls within the established ordinances the process can be expedited resulting in a better service to customers. MARC would be able to issue a site specific waiver to the ordinance if they determine the intent of the ordinance was not being violated and the sign was not causing an encumbrance or hazard to surrounding properties or patrons. This change also outlines the corrective actions for unsafe or unlawful signs by establishing the Code Enforcement Officer as the first point of contact for these signs. This is the current procedure the City follows now.

The final change in this document would establish a size limitation on total sign area of 30% of the street facing sides of the structure and maximum of 1 sq. ft. of sign area for each 2.5 sq. ft. of lot frontage for pylon and pole signs. Previously the Building Inspections Department has received questions that have not been answered because there are no established maximum area for pole and pylon signs or a maximum area for all signage that are regulated on a building. After a review of other communities in North Dakota, it was noted that the language being proposed is a close correlation to the language used in Fargo and Bismarck. This above information was presented to the MARC on February 12, and 26 with a unanimous approval to recommend presenting it to the Planning and Zoning Commission. Building Official Ouradnik recommended passing the revisions to Sec. 105-1-15 of the Mandan Municipal Code pertaining to “Signs” as presented.

Commissioner Braun moved to approve the First Consideration of Ordinance 1309 relating to revisions to section Sec. 105-1-15 of the Mandan Code of Ordinances to allow the Building

Inspections Department to process standard sign applications, making the Code Enforcement Officer the first point of contact unsafe or unlawful signs, and establishing a maximum size for pylon and pole signs. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

3. *Second and Final Consideration of Ordinance 1299 related to crematoriums.*

Planner John Van Dyke presented for approval the Second and Final Consideration of Ordinance 1299 related to crematoriums. He indicated that as a result of discussions at the previous meeting this was discussed, he was tasked with finding out how many burial plots into the future Mandan Union Cemetery could accommodate. He reported that the City of Mandan estimates that it has between fifty (50) and sixty-five (65) years' worth of land to be used for burial purposes at the Mandan Union Cemetery. For each acre of land used for non-burial-specific purposes the City loses approximately five (5) years' worth of burial plot inventory. At the April 1, 2019 meeting, the Mandan Union Cemetery Advisory Committee made a recommendation to City Commission to oppose restricting crematoriums to cemetery properties. The alternative ordinance language provided by David Wise has been included within Exhibit 2.

Planner Van Dyke stated that the first consideration was passed requiring that crematoriums would be restricted to use only in Mandan Union Cemetery so the ordinance was rewritten on that directive. Prior to that there was a suggestion that 300 ft. was the recommendation from staff and subsequently that it was at the recommendation by the P & Z to the City Commission that it be included only in the Mandan Union Cemetery. This Ordinance reflects that and would restrict crematoriums to be placed within the Mandan Union Cemetery.

The Ordinance that is being presented now, states that crematoriums can only be located within the Mandan Union Cemetery – as it was requested to be written under the First Consideration.

Commissioner Bruan moved to approve the Second and Final Consideration of Ordinance 1299 as presented in Exhibit 1 related to crematoriums. Commissioner Davis seconded the motion.

Commissioner Larson stated that she previously voiced concerns about the wording of the ordinance and restricting it just to a location that is owned by the city and is primarily for the fact that the City will be running it. Her preference would be to go back to the original staff recommendation that the City Planner brought forward and that was the 300 ft. setback. Commissioner Braun stated that consideration should be given to homeowners that came forward stating that their property might potentially be subject to being near a crematorium, which were all negative comments. In short, the residents don't want it located within the community; they want it in another area. As an alternative to locating a crematorium near a residential area, would there be an industrial area to accommodate this request? Planner Van Dyke said he discussed with Commissioner Braun the industrial areas in Mandan of which there are many.

Mayor Helbling called for a Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: No; Commissioner Braun: Yes; Mayor Helbling: No. The motion passed.

J. OTHER BUSINESS:

1. *Announcements and Upcoming Events*

- (i) April 23, 2019, Special meeting on the Street Improvement Project. Notices will be sent out this week.
- (ii) April 25, 2019 – A Public Information & Input Meeting on Main Street Project at Harvest Catering and Events.
- (iii) April 25, 2019 – Upcoming project at the Library. The parking lot be closed starting at 8 a.m. until approximately 5:00 p.m. Patrons of the Library and Rice Bowl may park in the west lot to enter the building. Administrator Neubauer commented that the employees of Bobcat will be helping with the work scheduled at the library. A thank you was extended to Bobcat and employees.
- (iv) April 27-May 4, 2019 – Spring Clean-Up Week. Mobile home courts will have roll off dumpsters available.
- (v) April 27, 2019 – Community Clean-Up Day. Local businesses sponsor this event. There is a signup sheet located on the Mandan City website.

K. ADJOURNMENT:

There being no further actions to come before the Board of City Commissioners, Commissioner Davis moved to adjourn the meeting at 8:30 p.m. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer
City Administrator

Tim Helbling
President, Board of City Commissioners

The Mandan Board of Equalization met in regular session at 7:22 p.m. on April 16, 2019 in the Ed “Bosh” Froehlich Room at City Hall. Present were Mayor Helbling and Commissioners Braun, Rohr, Larson and Davis. Also present were City Administrator Neubauer and City Assessor Kimberly Markley.

Mayor Helbling called the meeting to order and invited Assessor Markley to come forward to present the 2019 Board of Equalization Report.

Assessor Markley announced that this is the 2019 Annual Assessment Report of the City Assessing Department and is a summary of the 2019 assessment roll. It will summarize what has happened in terms of real estate and appraisal activity of the Assessing Department for the period of January 1 through December 31, 2018. The market value of taxable real property, property transfers, sales, new construction, expired exemptions and annexations are all combined to estimate a real property value tax base to which the 2019 consolidated mill levy (not yet determined) will be applied.

Procedures of assessment and appraisal are conducted under guidance from the North Dakota Tax Commissioner’s Office, the North Dakota Century Code and nationally recognized standards of mass appraisal of real property. North Dakota law requires assessors to value or appraise property at true and full value as of February 1st of each year. Any changes in value that the local, county or state Boards of Equalization may make will be reflected in the final assessment. The City Assessing Department uses the cost approach in the mass appraisal for estimating values. The valuation software also provides depreciation tables and replacement cost values. In addition, the software allows a way to integrate the sales comparison approach to value. The City Assessing Office is continually comparing assessments of properties with actual market sales from the same neighborhoods or similar neighborhoods. All sales information collected by the City Assessing Department is analyzed throughout the year.

The City of Mandan has a total parcel count of 8,840 consisting of:

Residential = 6,582

Commercial = 779

Vacant Lots = 939

Exempt Parcels = 537

Ag Land = 3

In 2018 the City Assessing staff started reviewing zones 7 & 8. The plan in 2019 is to complete zones 7 & 8 and will start reviewing zone 9.

The 2019 assessment roll total market value is \$2,107,692,150. This is an increase from the 2018 assessment roll total of \$74,353,050 or 3.7%. Of this increase the new construction contributed \$41,746,500 consisting of: Residential \$30,995,600 and Commercial \$10,750,900.

RESIDENTIAL INCREASES

- 275 sales that took place in 2018 were used for determining the 2019 assessment year. There was no market increase for 2019.

-
- Residential increased \$41,824,500 or 3% overall (new construction, remodel, exemption expired, zone review)

COMMERCIAL INCREASES

A total of 38 sales were used in the study that took place for the 2019 assessment year and they included 2017 and 2018 commercial sales. Commercial increased \$32,528,550 or 5.1% overall. (These are overall totals and do not reflect any decreases for example; annexations, taxable to exempt).

Notices of Increase

The Assessing Office sent out 439 notices of increase this year (down from the previous year's 890 notices) consisting of:

New construction = 175

Lots-new plats filed = 122

Exemptions removed or reduced = 20

2 year new construction expired = 67

Remodeling & other adjustments = 55

Non-Discretionary Exemptions (Required by law NDCC 28-22-02 & 40-01-07)

- Public Hospitals
- Cemeteries
- Nursing Homes
- Non-Profit Organizations
- Public Schools
- City/County/State owned property (If properties are leased they are taxed)
- Blind Exemption
- Wheel Chair Exemption
- Churches
- Non Profit/Clubs

Discretionary Exemptions (These are at the discretion of the local governing body/presented before the commission/offered to the public NDCC 57-02)

- 2 Year New Construction = 162
 - 2018 & 2019 = 64
 - 2019 & 2020 = 98
- 1 Year New Construction = 3
- Renaissance Zone/TIF = 13
- New Business Exemption = 4
- Residential Remodel Exemption = 1
- Commercial Remodel Exemption = 1
- Payments in Lieu of Taxes = 1
- Total = 185

Property Class values are distributed amongst:

Residential = 74.49%

Commercial and Vacant Lots = 19.41%

Exempt = 6.07%

Ag Land = 0.03%

Percentage Allocation by Exemption Type (Exemptions requiring applications)

Non-Discretionary = 3.3% of total assessed value

- Blind Exemption
- Wheelchair Exemption
- Non-Profits/Clubs

Discretionary = 1.5% of total assessed value

- 2 Year New Home Exemption (\$75k)
- Renaissance/TIF
- New Business Exemption
- Payments in lieu of Taxes Exemption
- Commercial/Residential Remodel Exempt
- 1 year New Home Exemption (75k)

Credits Offered – Reimbursed by the State:

1. Homestead Property Tax Credit

The Homestead Property tax credit is a North Dakota property tax credit that reduces the property taxes of eligible individuals. Eligibility requirements:

Individuals who are 65 years of age or older, or individuals who are permanently and totally disabled and if your income is \$42,000 or less per year. As of March 27, 2019 there were 306 participants.

2. Disabled Veterans Property Tax Credit

Enacted in 2009 by the North Dakota State Legislature, the disabled veteran's credit is a property tax credit that is available to veterans of the United States armed forces with a disability of 50% or greater. As of March 27, 2019 there were 133 participants.

Assessor Markley announced that if any property owner has a question regarding the value of their property, they are to provide the Assessor's Office with a recent appraisal, realtor's market analysis, or current sales to provide written evidence to support their opinion of market value for their property if it differs from the City Assessing Department.

Assessor Markley announced that if any property owner has a question regarding the value of their property they are to sign up on the sign-up sheet being circulated and they are to include their name and phone number. Individuals will be contacted within the next few weeks to review their property, and make adjustments if necessary. If adjustments are warranted the Assessing Office will submit the changes to the Morton County Board of Equalization at the June 10, 2019 meeting 6:00 p.m.

For information, please contact the City Assessing Department at 701-667-3232 / www.cityofmandan.com.

Kimberly Markley, City Assessor
Lila Teigen, Appraiser III
George Railsback, Appraiser II
Mary Himmelspach, Administrative Assistant Data Collector

Commissioner Davis stated that requests for assessments are handled as outlined and it is a good and fair process.

Mayor Helbling opened the meeting to the public and invited anyone to come forward to ask questions or provide comments. A second announcement was made to come forward. Hearing none, this portion of the meeting was closed.

Mayor Helbling reported that a Mandan resident, Chris Eslinger sent an email regarding this matter and he requested Assessor Markley to contact Mr. Eslinger to follow up. Assessor Markley will follow up on Mr. Eslinger's request.

The City Assessing Department respectfully recommended that the assessment roll be approved as submitted. Should anyone appear before the Board to protest an assessment in the 2019 report, the City Assessing Department will follow the appeal process through county board of equalization and abatement process pursuant to the state law.

Commissioner Rohr moved to accept the Assessment Roll as submitted by the City Assessor's Office as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Braun: Yes; Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Mayor Helbling: Yes. The motion passed.

There being no further action to come before the Board, Commissioner Braun moved to adjourn the City Board of Equalization meeting. Commissioner Larson seconded the motion. The motion received unanimous approval of the members present. The meeting adjourned at 7:33 p.m.

Kimberly Markley
City Assessor

Tim Helbling, President
Mayor, Mandan Board of Equalization

The Mandan City Commission met in a special session at 5:30 p.m. on April 23, 2019 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

1. *Roll Call of All City Commissioners.* Present were Mayor Helbling and Commissioners Larson and Rohr and Commissioners Braun and Davis were present via teleconference. Department Heads present were City Administrator Neubauer, Business Development and Communications Director Huber, Planning & Engineering Director Froseth and City Attorney Brown.

B. APPROVAL OF AGENDA:

C. PUBLIC INPUT

1. *Consider public input regarding the Southside Street Improvement Project No. 2018-07, Street Improvement District No. 213.* Planning and Engineering Director Froseth provided a recap of this matter from the meeting held on April 16, 2019. At the December 4, 2018 meeting the City Commission approved the resolution creating the district, approved the engineer’s report, approved the feasibility report and approved the resolution of necessity for this project. The Resolution of Necessity was published in the Mandan News on December 7 and 14, 2018 and notification letters were sent out to the property owners within the District. The 30 day protest period started on December 7, 2018 and ended on January 7, 2019. At the December 18, 2018 the City Commission meeting approved that \$1.5 million would come out of the Sales Tax Fund and spread it over the life of the bond, if passed, the Prairie Dog Funds would be used instead of the Sales Tax Funds for project funding assistance. At the conclusion of the protest period, 12.81% of the assessment district area had protested. At the City Commission meeting on January 8, 2019, it was found that the protests were insufficient and the Commission voted to move forward with the project. The City Engineering staff and the consultant have been working on the design with alternates in addition to the base bid in order to select the project that Commission determines is most cost effective. On March 19, 2019, the City Commission approved the advertisement of bids for this street project. The bid opening for the City of Mandan Southside Street project, Street Improvement District No. 213, Project 2018-07 was held on April 10, 2019. Bids were received from two contractors; Northern Improvement Company and Mariner Construction. Director Froseth explained that Parts A through F of the project are choices, and they have different funding sources.

Part A – Roadway Improvements including: Roadway reconstruction and rehabilitation curb and gutter replacement, pedestrian ramp installation, valley gutter replacement, driveway replacement and other associated work.

Part B – Storm Sewer Improvements including: Storm sewer piping and structures designed using the City of Mandan Storm Sewer Design Standards.

Part C – Water Main and Sanitary Sewer Improvements including: Replacement of water main at locations identified as needing replacement and repair of a defect at a single location of the sanitary sewer system.

Part D – Park District Improvements including: Resurfacing and paving of the three park district parking lots, access roadways and associated work. This is Park District only.

Part E – 2020 Roadway Seal Coat including: Work associated with seal coating of all of the streets to be paved under this project. This work is to be completed during the 2020 construction season.

Part F – 2020 Park District Seal Coat and Striping Including: Work associated with seal coating and striping of all the Park District parking lots and access roads to be paved under this project. This work is to be completed during the 2020 construction season. This is Park District only.

Director Froseth reported that a total of five (5) Alternate Bids and those differ because they are choices the City has and those Alternates are:

Alternate 1 - Cement Stabilized Base: This alternate was bid for potential cost savings on the project. Cement Stabilized Base (CSB) is used as a replacement to the traditional fabric/gravel base section. This alternate will reduce project costs and will accelerate construction as it reduces the amount of excavation required to prepare the roadway for paving and eliminates the need to import the gravel base material. However, the use CSB does create potential challenges for accessing the utilities beneath the roadway if repairs are needed.

Alternate 2 – Downsized Storm Sewer: This alternate was bid in order to determine what cost savings there would be for the project if smaller storm sewer pipe was used. This storm sewer system was not sized to convey any certain storm event but will act as a drain in order to alleviate water sitting on the streets. Although this storm sewer will alleviate some of the inundation of roadways during regular rain events it will not perform to the standards that City of Mandan has in place for storm sewer design.

Alternate 3 – Alley Resurfacing: This alternate was bid as additional scope of work for the project. This alternate includes patching and mill and overlay of the alleys which are currently asphalt surfaced in the neighborhood.

Alternate 4 – Lighting: This alternate was bid as additional scope of work for the project. This alternate includes installation of lighting along the 7th Street/6th Avenue alignment and in Park District Parking Lot 3. The lighting on 7th Street/6th Avenue would begin at the intersection of 7th Street and 8th Avenue and end at the Intersection of 6th Street and 5th Avenue.

Alternate 5 – Sanitary Sewer Improvements: This alternate was bid as additional scope of work for the project. This alternate includes an extension of the sanitary sewer main in 7th Street SW. The sanitary sewer ends approximated 200' east of 8th Avenue and under this alternate would be extended approximately 520' to the east providing access to sanitary sewer for the adjacent properties.

Mayor Helbling commented that at the City Commission Meeting on April 16, 2019, it was recommend to go with the cement stabilized base; the downsized storm sewer; re-do the alleyways and to leave the local lighting up to the City, the Park District and lower Heart if they so choose to do it, it would not be included in the district. Item No. 5, the sewer project for 7th Street - if the owners wanted it, that would solely be up to them to pursue and that is their decision.

Director Froseth agreed those were the items selected by the City Commission at the meeting held on April 16, 2019. Since that time, the City Engineer's office has not received any input or comments that speak to what Alternates the City should choose. His office has contacted those residents that would receive the local assessments. No recommendations were provided at that meeting, rather the results made up the discussion. The City Engineer's office is comfortable

with recommending Alternate No. 1 for the cement stabilized base. The City will realize a \$600,000 savings in that one item. The next recommendation is go with Alternate No. 2, the reduced storm sewer and that would be a savings of \$380,000. Alternate No. 4, regarding street lighting at 7th Street and 6th Avenue – property owners have been contacted, the Park District would have the responsibility of that project. Between the Park District, the City and property owners, there was a large majority of the property owners would like to see that improvement. The City Engineer's office is recommending Alternate No. 4. The Alternate No. 5 for the sanitary sewer along 7th Street, the property owners do not want that alternate because of the cost that would be associated with it. That one came in over the estimate so the recommendation on that would be to not accept bid Alternate No. 5. The alley bid came in at \$360,000 and that is 67% over estimate but it is a minor part of the project. There are a few cases where some properties are in alleys so they will receive a letter in April versus December. The average property saw 35% lower number in April versus December – those that did not have the street improvements but had alleys and there was a slight increase because the 67% overrode the reduction from the \$1.5 million buy down and alternates taken.

Commissioner Rohr inquired in terms of the number of blocks of alley is being considered to be resurfaced? Director Froseth replied there are approximately 25 blocks. He displayed a map of the area and pointed out the alleys affected.

Mayor Helbling stated that there are also three properties in this area that need to be addressed. One is owned by Jan Fasching, one is owned by John Gartner, Jr, and one is owned by Harriet McClelland. He said he understands there is something that is not quite right on these three parcels and they will need to be looked at individually and possibly afforded some adjustment.

Director Froseth stated that the above outline represents the City Engineer's recommendations based on the Special Assessment policy. They are subject to further scrutiny and they will not be assessed until the project is done and all costs have come in and they will be verified by a Special Assessment Commission before it comes to the City Commission. The goal is to have all fair assessments in place at the conclusion of the project(s).

Mayor Helbling announced this is a public hearing and invited anyone to come forward to comment, ask questions or provide input regarding the Southside Street Improvement Project No. 2018-07, Street Improvement District No. 213.

DeNae Kautzmann came forward and stated that she is a managing partner of the property that her business, Kautzmann Management and Investment owns in the Special Assessment District. She provided a correction within her letter which indicates that \$1.5 million in Prairie Dog funds will be used for this project. She said that the motion at the December 18, 2018 City Commission meeting was to use City Sales Tax funds and it was passed without any amendments. There was discussion about the Prairie Dog Fund legislation but there was no motion concerning it. She stated that she did not realize that the pavement of the alleys came in at 67% over what was estimated. She recommended that that Alternate proposal not be accepted because it is so high. She requested the map be displayed. She requested discussion on the areas that were excluded in particular the 5 properties that were carved out of the Special Assessment district. She inquired why that happened and said that she was told that because 10th Avenue is

not being resurfaced because that was done previously. And, they paved their own alley. At a previous meeting, an individual asked if the 1.5% was going to come off the top or if it would come off what the private property owners would owe. At that time, Mayor Helbling indicated that Attorney Brown said that, no, it comes off the top because we have to be fair and equitable. To be fair and equitable, those 5 properties should be within the special assessment district because they are benefiting from the improvements. She explained that she is pointing this out because the City cannot treat a different special assessment district different from other special assessment districts. What was explained to her is something that is not being done correctly, in her view. In order for this district to be equitable and fair, they need to be included. Also, directly south of that is Legion Park. Legion Park is not included. They are receiving the same benefits. Under the law, the City can add them to the special assessment district without causing any problems. She requested that be done. She said that previously, Commissioner Rohr and Commissioner Braun commented that they wanted to see what the bids were when they came back and they would then determine if it is something that the City can afford. It is not about what the five City Commissioners that can afford, it's about the residents that live in this district. And while the bids came in low and the assessments that were estimated back in December were reduced, it is still too high for the residents. This is one of the poorer sections of town and the residents that live in this area are senior citizens and they are on fixed incomes. They are stressing about how they can pay for the special assessment. She requested more buy down because the estimated assessments that were sent out on April 17th are greatly in excess of the value of the benefit to the properties in that district. She requested a buy down either with the City using the Prairie Dog funds that Mandan will be receiving since that legislation was passed or she will request that we set up a meeting with the Park District and that could also include the railroad, Little Heart, and whatever other public entities are there in that district, including the school district, and do what the Park District did, on the Old Red Trail widening project. That was special assessment district 209 and that was for a turning lane by the new hockey arena. She pointed out that the Park and Rec Department agreed to pay 55% of that cost. Mandan 94 investors paid 10% and the refinery paid 35%. The City Commission accepted that agreement. This is precedent now as another way to address the payment of special assessments. As indicated, the City Commission cannot treat one special assessment different from another because it is not fair or equitable. She requested that a meeting be scheduled with these entities to discuss this special assessment and she would also like the City to consider additional funds from the Prairie Dog Fund in order to buy down the cost and lessen the financial burden on the property owners in this special assessment district.

Commissioner Rohr inquired of Ms. Kautzmann, that when speaking about buying down the assessments to lessen the cost – if she would give the Commission an idea of what she has in mind as an appropriate buy down figure or an amount of money put in to reduce the current cost of the project. Ms. Kautzmann suggested that a meeting be held to sit down and negotiate that because it is unknown how many entities would be asked to participate and what monies could further be drawn from the Prairie Dog Fund. Commissioner Rohr commented that any additional meetings could delay this project and further delay the construction by months and that could be problematic. She requested extra time to explore other avenues and to consider additional funds from the Prairie Dog Fund. Mayor Helbling commented that the City Commission has went above and beyond what they are legally required to do to get the word out there and to try to determine an appropriate special assessment and that has happened on at least two occasions. He

voiced concern that when the next area of the City that will need improvements will have to face a similar situation and the City will need to buy the next area down in a fashion the same as this project. This area is unique because there are public entities in this area.

In closing, Ms. Kautzman requested that the 5 properties that were excluded from the district be included and that the City consider taking more money from the Prairie Dog Fund to be applied towards this special assessment district project.

Regarding the 5 properties that were excluded, Attorney Brown explained that a decision was made previously that they were not benefited by the project, thus they were excluded. However, if it is determined by the City Commission and the Special Assessment Commission that they do receive a benefit from this project they can be included at a later time. Mayor Helbling suggested that the City Commission could add them back in and the Special Assessment Commission could review it. Commissioner Davis commented that he is in favor of adding the 5 properties into this special assessment district. He agreed with the recommendation brought forward regarding approaching the railroad, the school, the Park District to buy down the assessment. He commented that the Commission and others have already worked very hard in the buy down of the special assessment district by pushing for the Prairie Dog fund and other resources to make the burden less on the residents in this district. He reminded everyone that dikes and other infrastructure needs of the city are also under consideration at this time.

Director Froseth inquired if there were any further questions regarding this project.

Mayor Helbling invited anyone else to come forward to comment.

Jan Fasching, a resident on 7th Street came forward and inquired about Alternate No. 4, the lighting of the area. He said that when this proposal first came out, it sounded good, but if the Park Board and the lower Heart and others do not contribute to the cost of the project, he would like to have it removed. Mayor Helbling clarified that the motion regarding that Alternate No. 4 was that if the School, the Park Board, the Heart want it, they need to find a way to pay for it. It would not include any private property owners.

Dion Feigitsch, 700 block of 4th Street, came forward and stated he has property in this district and stated that the estimated specials were a shock, considering he does not even have asphalt in front of his house. He inquired if the half-street was going to get curb, gutter and asphalt and be included in this project? Director Froseth replied that he would like to meet with this resident as he was not prepared at this time to discuss this area. He commented that the general rule is that if the property was not identified for improvements it would not be assessed.

Mayor Helbling invited anyone else to come forward to comment. Hearing none, this portion of the public hearing was closed.

Mayor Helbling recommended that the 5 properties that were excluded should be included in this special assessment district. Attorney Brown said that Legion Park was also part of the recommendation and that Legion Park can only be included in the storm sewer project and not the street as outlined in the NDCC. Director Froseth clarified that for the storm sewer it was

based on the drainage basin and he was not sure if those properties would be within the drainage basin in order to allow the city to assess them. The reason the 5 properties were left out was because on 10th Avenue, they had a street improvement district for their local street 5 years ago and the discussion today is local street improvement districts. This project is about the streets that are adjacent to the property are assessed for that street.

Mayor Helbling said that if this pertains to assessing water and sewer, there are no water and sewer assessments because those were already picked up by the Utility Fund so there is no water and sewer assessed being considered to any of the residents down there. He said that the 5 properties could be added in now, but there is no reason to add them because they probably will not qualify. Attorney Brown clarified that from an engineering standpoint those 5 properties are not benefited because they do not drain into the storm sewer system then it would not seem appropriate to assess them for that benefit. And as stated, the sewer and water was paid for by the Utility Fund and those 5 properties could not be added for street assessments.

Commissioner Rohr inquired about the alleys that were 67% over the estimate, what will happen if those alleys are not done at this time? And if done later, would it be cheaper now because of this project or would it be better to wait and special assess them at that time? Director Froseth replied that generally, the more work contracted under one project would generate lower the unit prices are. There are several factors involved and one factor might be that the contractor may have a tighter premium in those areas. If the alley project would have to come back at a later time, there would have to be engineering costs, staff time, etc, and it all adds up but will be more money later. Also, the City does not have the manpower to take care of those alleys considering the shape they are in.

Commissioner Braun requested if it is known what the percentage of people of retirement age that live in this special assessment district? Director Froseth said he does not have that information. Administrator Neubauer explained that the special assessment process is applied as a benefit to the property and not by whether one is retired or working or anything of that nature. Commissioner Braun commented that he guesstimates that there are probably 75% of the residents in that area that are of retirement age, they have lived, worked and supported Mandan for many years and he feels that it is important to him that their concerns regarding the costs assessed should be addressed by the City Commission. However, if the residents living in this area are only 25% of retirement age in this district, that changes the whole perception of this for him. Commissioner Larson pointed out that no one likes special assessments however it is the best tool available for circumstances like this. She voiced concern that the City might be setting precedence and that in the future it will not be able to keep up funding projects in this fashion with knowing there are so many massive infrastructure projects coming down in the future. Over time and we are seeing it now, there is less and less federal and state dollars available and they will continue to be less in future years. At the end of the day, it's all taxes and it can either be an increase in property taxes, special assessments, etc.

H. NEW BUSINESS

1. *Consider award of bids for the Southside Street Improvement Project No. 2018-07, Street Improvement District No. 213.*

Mayor Helbling summarized that pursuant to the meeting held on April 16, 2019 and after hearing what has transpired today – it is the recommendation of the City Engineer that the plan would be to go ahead with the projects accepting:

Alternate No. 1 - Cement Stabilized Base

Alternate No. 2 - Downsized Storm Sewer

Alternate No. 3 - Alley Resurfacing

Alternate No. 4 - Would be rejected

Alternate No. 5 – Would be rejected

Mayor Helbling stated that City staff has already met with other entities and does not believe they will do any more than what they currently are willing to do.

Attorney Brown stated that the City Commission is not special assessing anything at this meeting, rather the City Commission is to decide to award this contract or not. The Special Assessment Commission will determine the benefits to each parcel of property and then the City Commission will either approve or change that recommendation and that probably will most likely occur sometime next year (2020).

Director Froseth stated that in regard to Alternate No. 4, the lighting in that this is different information that he received before writing this recommendation thus his recommendation would change on that Alternate No. 4, and not to accept the lighting.

Director Froseth stated that the recommendation before the City Commission at this time is to award the project to Mariner Construction, a division of Strata and accept Alternates No. 1, No. 2, and No. 3.

Commissioner Larson moved to approve the Mandan Street Improvement Project No. 2018-07, Street Improvement District No. 213 bid award to Mariner Construction, a division of Strata with Alternates 1, 2, and 3. Commissioner Davis seconded the motion.

Mayor Helbling stated that this recommendation will go back to the Special Assessment Commission to determine the amounts of special assessments to every parcel in this district. He recommended that the 3 properties that he mentioned at the beginning of this meeting be dealt with and we go back to the financing method for the portion of street lighting that goes around the corner.

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

Mayor Helbling extended a thank you to everyone who came out to help with this project. The city residents will have an opportunity to go before the Special Assessment committee before assessments are spread for this project.

G. OLD BUSINESS:

1. *Consider Growth Fund Committee recommendation on Storefront Improvement Application for 504 West Main Street.* Business Development & Communication Director Huber presented a recap of this matter that was discussed at the April 16, 2019 meeting. This was a request brought on behalf of the Mandan Growth Fund (MGF) Committee, a recommendation for the approval of a Storefront Improvement application for 504 West Main Street to consider an application from Running's Supply, Inc., for matching funds in the amount of \$60,000 for the exterior building and site improvements associated with 504 W Main Street. Running's will be investing approximately \$1.3 million in building improvements including an estimated at \$200,000 in exterior building, signage and landscape improvements. The exterior improvements include:

- Extending the canopy and installing new “bran muffin” color tin siding on its face and installing lighting.
- Brick veneer patching on the front of the building.
- New building signage and a pylon sign.
- Landscaping will include the addition of a 5-ft buffer of trees and shrubs between the parking lot and the sidewalk on the property's east and south sides, and an approximate 25x25-ft square in the southeast corner.
- A new decorative fence will be put in to protect storage of large merchandise such as corral panels and water tanks. There will be a fence between the 504 W Main building and the building at 511 First Street NW, which will serve as a warehouse space for merchandise being sold in the larger building. Of note: This is all to make the situation work, given the two adjacent buildings being available, rather than one large building being available of 50,000 sf. An application for the 511 First Street NW building is not included in the applicant's request, because no substantive improvements to the building are planned other than the addition of a garage door on its east facing side.

The MGF did vote for approval of the application for \$60,000 in matching funds for the Storefront Improvement project. This was a previous Renaissance Zone project that came before the City Commission and was approved in March 2019 but the improvements are of such magnitude that it does independently qualify for both Renaissance Zone and Storefront Improvement programs without any overlap in minimum expenditure or match requirement.

Of note: This is all to make the situation work, given the two adjacent buildings being available, rather than one large building being available of 50,000 sf. An application for the 511 First Street NW building is not included in the applicant's request, because no substantive improvements to the building are planned other than the addition of a garage door on its east facing side.

Director Huber stated that at the meeting on April 16, 2019, there were questions about the project in particular, if a First Street entrance door would be installed and if the parking lot would be paved. Chad and Dave, representatives of the project construction for Running's is available to answer questions regarding this project.

Mayor Helbling said the questions at the last meeting pertained to the installation of a walk in entry door on the north side of the building to utilize some of the parking lot in that area and he

inquired as to what the plans are being made for the parking lot paving. Chad said that they have met with a paving contractor. They have budgeted \$100,000 for parking lot improvements and that will consist of mill and overlay and a seal coat over the whole area and the lot will be re-stripped. Regarding the installing of a door on the north side, he said that was not in the initial plan because they were not sure they were to acquire all parcels of the land. However, based on a policy they have in place, they require employees to park in front of the building since they punch in and out of the cash registers located at the front of the store. He explained that parking in the front will eliminate theft concerns coming and going through a back door. Another reason is that since the lighting is better in the front, it is also a safety issue precaution for employees to enter and exit the front of the building.

Commissioner Larson commented that she appreciates the adjustment to the landscaping plan as it will fit in with the other businesses located in that area of town.

Commissioner Larson moved to approve \$60,000 in matching funds from the Mandan Growth Fund for the Storefront Improvement Application for Running's, Inc. at 504 W Main Street. Commissioner Rohr seconded the motion.

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

J. OTHER BUSINESS:

1. Saturday, April 27, 2019 – Mayor Helbling announced this is the date set for the annual Community Clean-Up Day. The plan is to meet at 9:00 a.m. at Dykshorn Park. He encouraged everyone to come out and help clean up the City. Refreshments will be served.

K. ADJOURNMENT:

There being no further actions to come before the Board of City Commissioners, Commissioner Larson moved to adjourn the meeting at 6:41 p.m. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer
City Administrator

Tim Helbling
President, Board of City Commissioners

The Mandan City Commission met in a working session at 5:25 p.m. on April 30, 2019 in the Veterans' Conference Room at Mandan City Hall, 205 2nd Ave NW, Mandan, ND. Commissioners present were Helbling, Rohr, Larson, Braun and Davis. City Department Heads present were Fire Chief Nardello, Police Chief Ziegler, Business Development and Communications Director Huber, Planning & Engineering Director Froseth, Assessor Markley, Public Works Director Bitz, Building Official Ouradnik, Waste Water Treatment Plant Superintendent Himmelspach, Assistant Finance Director Pfeifer, Finance Director Welch, City Administrator Neubauer, City Attorney Brown, and MMPL Director Hawes, Water Treatment Plant Superintendent Friesz, Human Resource Director Cullen, City Attorney Brown, City Planner Van Dyke, Program Coordinator Moore, Chairmen Airport Authority Taylor Duty Chief Flaten and Citizen Kim Unruh.

NEW BUSINESS:

Department Managers presented 2020 budget requests. The following departments presented the following budget topics for review and discussion: Morton Mandan Public Library, Mandan Airport, Finance, Human Resources, Assessing, Building Inspection, Business Development & Communications, Fire, Police, Public Works(Streets, Forestry, Grounds Maintenance, Cemetery, Utility Maintenance, Meter Reading, Solid Waste Utility, Street Light Utility), Engineering, Water Treatment, Wastewater Treatment, Planning and Zoning, including infrastructure projects. Department Managers also presented their requests for personnel and capital outlay for fiscal years 2020, 2021 and 2022. Discussion was also held regarding potential policy decisions regarding the utilization of municipal infrastructure fund grants (Prairie Dog funds).

ADJOURN

There being no further actions to come before the Board Commissioner Davis moved and Commissioner Rohr seconded to adjourn at 8:37 p.m. The motion received unanimous approval of the Board members present and the meeting adjourned.

James Neubauer,
City Administrator

Tim Helbling
President, Board of City
Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 24th 2019
PREPARATION DATE: May 7th 2019
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Shawn Ouradnik, Building Official
PRESENTER: Shawn Ouradnik
SUBJECT: Public Hearing for the property at 210 5th St. NW
Legal Description: FIRST NORTHERN PACIFIC
ADDITION Block: 76 LOT 7&8 - 4361

STATEMENT/PURPOSE: Public hearing pursuant to Mandan Municipal Code Section 111-9-5(1) for the property at 210 5th St. NW Mandan ND with the legal description of FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 – 4361 for the owner, Kristi Sample, to show cause why the building should not be demolished.

BACKGROUND/ALTERNATIVES: A report was given to the commission on April 16th 2019 about the conditions of the property located at 210 5th St. NW Mandan ND. The report included the contact Kristi Sample, Ellis Larson (Kristi' father), and Mike Markwed (Owner of Markwed Excavating Inc.) had with city staff as well as contact they had with Custer Health District staff. A copy of the report is included in the attachments. After concerns from Mandan Police Officers were raised on the sanitary and structural conditions of the house located at 210 5th St. NW Mandan ND inspections were conducted by Custer Heath District. Custer District Health deemed the house uninhabitable and notice was posted on January 8th 2019. Mandan Code Enforcement, Mandan Building Inspections, and Custer District Health then conducted further inspections on January 15th 2019. The inspections displayed cause for the house to be deemed a Dangerous Building as set forth in section 111-9-1 of the Mandan municipal code. Notice was sent to Ms. Sample informing her that the home had been declared Dangerous Building according to Mandan Municipal Code Chapter 9 section 111-9-1 on January 18th 2019. Attempts were made by Mr. Larson to obtain an extension on the deadline for the demolition of the house were rejected due to the fact that a signed contract with a contractor could not be produced. On February 5th 2019 an estimate form Markwed Excavating Inc. was received for the demolition of the property but a signed contract was not produced and Markwed Excavating Inc. received no further contact. Notice of the public hearing was posted on the house.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 7th 2019

Subject: Public Hearing for the property at 210 5th St. NW Legal Description: FIRST
NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 - 4361Page 2 of 2

ATTACHMENTS: Timeline, Mandan Municipal Code Chapter 9, Custer District Health representative Erin Ourada's narrative of conversations with Ms. Sample, Morton County tax records for 210 5th St. NW Legal Description: FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 - 4361, Notice of Violation form Mandan Police Department, Letter from Mandan Building Inspections Department, Do Not Occupy Notice from Custer Health, Estimate from Markwed Excavating, Inc., Case Report Mandan Police Department, pictures of structure, Report made to the Mandan City Commission on April 16th 2019, Public Hearing Notice posted on residence.

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All items sent to city attorney for review

RECOMMENDATION: I recommend the commission uphold the findings of Custer Health, Code Enforcement, and the Building Inspections Department and declare the property at 210 5th St. NW Mandan ND to be a Dangerous Building.

SUGGESTED MOTION: I move to declare the property at t 210 5th St. NW Mandan ND with the legal description of FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 – 4361 a DANGEROUS BUILDING in accordance with Article 9 Section 111-9-1 of Mandan Municipal code and order the home to be demolished at the cost of the home owner.

Timeline: Sample house at 210 5th St NW Mandan, ND

- On 01-08-19, Mandan police officers assisted the Metro Area Narcotics Task Force in the execution of a search warrant at 210 5th St NW in Mandan.
- The owner of 210 5th St NW was identified as Kristi Sample. She is also the owner listed on the Morton County tax records. Also listed on the tax record as owner is her late husband, Virgil Sample.
- Officers were concerned about the condition of the home. Their concerns involved the condition of the structure and the unsanitary conditions inside. They contacted Custer District Health. Erin Ourada from Custer District Health responded to the residence.
- Ourada deemed the residence to be uninhabitable. A notice was posted on the home by Ourada. (see attached copy and photo of notice)
- Photos were taken on 01-08-19 by Mandan police officers and Erin Ourada.
- Erin Ourada had a number of conversations with Kristi Sample and relatives of Kristi. (see Ourada's narrative)
- Discussions were held between Deputy Chief Lori Flaten, Code Enforcement Officer Candy Fleck, Building Inspector Shawn Ouradnik and Erin Ourada. It was decided a further inspection of the house by the building inspector needed to be done. Deputy Chief Flaten applied for and was granted a search warrant to return to the residence on 01-15-19.
- The search warrant was executed on 01-15-19. Building Inspector Ouradnik inspected the house and took photos.
- Based upon the inspection on 01-15-19, Building Inspector Ouradnik determined the house was in violation of the Dangerous Buildings section of Mandan Municipal Code (111-9-1). A notice of such was drafted on 01-18-19. Code Enforcement Officer Fleck took the notice on 01-18-19 to the Burleigh Morton Detention Center where Kristi Sample was in custody. She was given the notice.
- After Kristi Sample was released from custody later on 01-18-19, conversations were held between her and Code Enforcement Officer Fleck. Sample was advised she could enter the home to remove property, but she was not allowed to be living inside the house.
- On 01-28-19, Kristi Sample called wanting an extension to the thirty day notice for demolition of the house. She left a message for Code Enforcement Officer Fleck.
- On 01-30-19, Deputy Chief Flaten and Code Enforcement Officer Fleck spoke with Kristi Sample by phone. She was told that she would not be given an extension for the demolition of the house. It was explained to her that if and when she hired a contractor to demolish the house that we would work with them regarding any extensions.
- On 02-04-19, Ellis Larson, Kristi's father, came to the Law Enforcement Center. He had questions about an extension. Deputy Chief Flaten and Code Enforcement Officer Fleck spoke with him. It was explained to him that we would work with a contractor regarding demolition of the house. We understood that due to weather related issues it would be difficult to demolish the house at this time. However, as long as there was a contract with someone, the contractor could ask for an extension.

- On 02-15-19, an estimate was dropped off at the Law Enforcement Center. The estimate was from Markwed Excavating Inc. The estimate was for the demolition of 210 5th St NW. It was not a contract, simply an estimate.
- On 02-20-19, Code Enforcement Officer Fleck called Kristi Sample. She explained an estimate was not sufficient, a signed contract to demolish the house must be provided.
- Code Enforcement Officer Fleck called Mike Markwed on 02-20-19. She asked about the estimate. He explained he had spoken with Ellis Larson about demolishing the house. He explained he was trying to help as he has known Larson for some time.
- On 02-26-19, Code Enforcement Officer Fleck spoke with Mike Markwed. He told her he had had no further contact with Kristi Sample about hiring him to demolish the house.
- Discussion was then held between Deputy Chief Flaten, Building Inspector Ouradnik and City Attorney Malcolm Brown regarding the next steps to take.
- On 02-28-19, Deputy Chief Flaten, Code Enforcement Officer Fleck, Building Inspector Ouradnik and Erin Ourada met. It was decided to proceed with a hearing before the city commission due to Kristi Sample not complying with the order for demolition of the house. Each person was asked to forward whatever documentation they had on the case to Deputy Chief Flaten.

ARTICLE 9. - DANGEROUS BUILDINGS

Sec. 111-9-1. - Definitions.

All buildings or structures exhibiting any or all of the following defects shall be deemed dangerous buildings:

- (1) Those whose interior walls are of a vertical structure of members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- (2) Those which, exclusive of the foundation, show 33 percent or more of damage or deterioration of the supporting members, or 50 percent of damage or deterioration of the nonsupporting enclosing or outside walls or covering.
- (3) Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Those which have been damaged by fire, wind or other causes so as to have become dangerous to life, safety, morals, or the general health and welfare of the occupants or people of the city.
- (5) Those which have become or are so dilapidated, decayed, unsafe or which so utterly fail to provide the amenities essential to decent living to cause sickness or disease so as to work injury to the health, morals, safety or general welfare of those living within.
- (6) Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes or other means of communication.
- (7) Those which have parts thereof which are so attached that they may fall and injure members of the public or property.
- (8) Those which, because of their condition, are unsafe, unsanitary or dangerous to the health, morals, safety or general welfare of the people of this city.
- (9) Those buildings existing in violation of any provision of the building code of this city, or any provision of the fire prevention code, or other city ordinances.

(Code 1979, § 11-06-01; Code 1994, § 14-09-01)

Sec. 111-9-2. - Standards for repair, vacation or demolition.

The following standards shall be followed in substance by the building official and the board of city commissioners in ordering repair, vacation, removal or demolition:

- (1) If the dangerous building can reasonably be repaired so that it will no longer exist in violation of the terms of this article, it shall be ordered repaired.
- (2) If the dangerous building is in such condition as to make it dangerous to the health, morals, safety or general welfare of the occupants, it shall be ordered to be vacated.
- (3) In any case, where a dangerous building is 50 percent damaged or decayed, or deteriorated from its original value or structure, or where the cost of reconstruction or restoration shall be in excess of 50 percent of the value of the building, it shall be demolished. In all cases where a building cannot be repaired so that it will no longer exist in violation of the terms of this article, it shall be demolished. In all cases where a dangerous building is a fire hazard existing or erected in violation of the terms of this article or any ordinance of the city or statute of the state, it shall be demolished or removed from the city.

(Code 1979, § 11-06-02; Code 1994, § 14-09-02)

Sec. 111-9-3. - Declared nuisances.

All dangerous buildings, within the terms of this article, are declared to be a public nuisance, and shall be repaired, vacated, removed or demolished as provided in this article.

(Code 1979, § 11-06-03; Code 1994, § 14-09-03)

Sec. 111-9-4. - Duties of building official.

The building official shall:

- (1) Inspect or cause to be inspected semiannually all public buildings, schools, halls, churches, theatres, hotels, tenements, commercial, manufacturing or loft buildings for the purpose of determining whether conditions exist which would render such places dangerous buildings within the terms of this article.

- (2) Inspect any building, wall or structure about which complaints are filed by any person to the effect that a building, wall or structure is or may be in violation of this article.
- (3) Inspect any building, wall or structure reported, as provided for in this article, by the fire or police department of this city as probably existing in violation of the terms of this article.
- (4) Inspect annually all buildings which have been abandoned, allowed to deteriorate or which have been improperly maintained to determine whether they are dangerous buildings within the terms of this article.
- (5) Notify in writing the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in said building as shown by the records of the recorder of the county of any buildings found by him to be a dangerous building within the standards set forth in this article, that:
 - a. The owner must vacate, or repair, or remove, or demolish said building in accordance with the terms of the notice and this article.
 - b. The occupant or lessee must vacate said premises or may have it repaired in accordance with the notice and remain in possession.
 - c. The mortgagee, agent or other person having an interest in said building as shown by the land records of the recorder of the county may, at his own risk, repair, vacate, remove or demolish said building or have such work or act done, provided that any person notified under this subsection to repair, vacate, remove or demolish any building shall be given such reasonable time, not to exceed 30 days, as may be necessary to do, or have done, the work or acts required by the notice provided for in this article.
- (6) Set forth in the notice provided for in subsection (5) of this section, a description of the building or structure deemed unsafe, a statement of the particulars which make the building or structure a dangerous building, and an order requiring the same to be put in such condition as to comply with the terms of this article and within such length of time, not exceeding 30 days, as is reasonable.
- (7) Report to the board of city commissioners any noncompliance with the notice provided for in subsections (5) and (6) of this section.

- (8) Appear at all hearings conducted by the board of city commissioners and testify as to the conditions of dangerous buildings reading as follows:
"This building has been found to be a dangerous building by the building official. This notice shall remain on this building until such time as said building is repaired, vacated, removed or demolished in accordance with the notice which has been given the owner, occupant, lessee, mortgagee, or agent of this building as shown by the land records of the recorder of the county. It shall be unlawful to remove this notice until such notice is complied with."

(Code 1979, § 11-06-04; Code 1994, § 14-09-04)

Sec. 111-9-5. - Duties of the board of city commissioners.

The board of city commissioners shall:

- (1) Upon receipt of the report of the building official, as provided for in this article, give written notice to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building shown by the land records of the recorder of the county, to appear before it on the date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated, removed or demolished in accordance with the statement of particulars set forth in the building official's notice.
- (2) Hold a hearing and hear such testimony as the building official and the owner, occupant, mortgagee, lessee or any other person having an interest in said building as shown by the land records of the recorder of the county shall offer relative to the dangerous building.
- (3) Make written findings of fact from the testimony offered pursuant to subsection (2) of this section as to whether or not the building in question is a dangerous building as defined by this article.
- (4) Issue an order based upon findings of fact made pursuant to subsection (3) of this section commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building as shown by the land records of the recorder of the county, to repair, vacate, remove or demolish any building found to be a dangerous building within the terms of this article

and provided that any person so notified, except the owners, shall have the privilege of either vacating or repairing said dangerous building; or any person not the owner of said dangerous building but having an interest in said building as shown by the land records of the recorder of the county, may remove or demolish said dangerous building at his own risk in order to prevent the assessment of the cost of such removal, or demolition against the land upon which said dangerous building stands by the city, as provided for in this article.

- (5) Serve such order upon the owner, occupant, mortgagee or lessee of such building.

(Code 1979, § 11-06-05; Code 1994, § 14-09-05)

Sec. 111-9-6. - Failure to comply.

- (a) If the owner, occupant, mortgagee or lessee fails to comply with the order provided for in this article, or to the district court from such order, within 30 days from the service of such order, the board of city commissioners shall cause the building or structure to be repaired, vacated, removed or demolished as the facts may warrant, under the standards provided in this article and shall, with the assistance of the city attorney, cause the cost of such repair, vacation, removal or demolition to be levied against the land upon which the building stands or did stand as an assessment to be collected as sidewalk special assessments are levied and collected, or to be recovered in a suit at law against the owner.
- (b) The repair, removal or demolition of any such building shall be carried out by the building official in the manner deemed by him to be most economical and considered by him to best preserve property interests therein for the owner. He shall have the authority to take bids for the removal or demolition thereof, and to sell the salvaged materials in such manner as he shall deem proper, subject to the approval of the board of city commissioners, and to apply all proceeds from such sale against the cost of removing or demolishing such building. All moneys received by him and all expenses incurred shall be strictly accounted for and a statement of such receipts and expenditures shall be mailed to the persons having

an interest in such building. After the payment of all such costs, the building official shall pay the balance on hand to the persons having an interest in said building, as their interests may appear.

(Code 1979, § 11-06-06; Code 1994, § 14-09-06)

Sec. 111-9-7. - Violations; penalties.

- (a) The owner of any dangerous building who shall fail to comply with any notice or order to repair, vacate, remove or demolish said building given by any person authorized by this article to give such notice or order shall be guilty of a Class B misdemeanor.
- (b) The occupant or lessee in possession who fails to comply with any notice to vacate and who fails to repair said building in accordance with any notice given as provided for in this article shall be guilty of a Class B misdemeanor.
- (c) It is unlawful for any person to remove the notice provided for in section 111-9-4 (8).

(Code 1979, § 11-06-07; Code 1994, § 14-09-07)

Sec. 111-9-8. - Duties of city attorney.

The city attorney shall:

- (1) Prosecute all persons failing to comply with the terms of the notice and order provided for in this article.
- (2) Appear at all hearings before the board of city commissioners in regard to dangerous buildings.
- (3) Bring suit to collect all municipal assessments, or costs, incurred by the board of city commissioners in repairing or causing to be vacated or demolished any dangerous buildings.
- (4) Take such other legal action as is necessary to carry out the terms and provisions of this article.

(Code 1979, § 11-06-08; Code 1994, § 14-09-08)

Sec. 111-9-9. - Emergency conditions.

In the case that there is immediate danger to life or safety of any person unless said dangerous building is immediately repaired, vacated, removed or demolished, the building official shall report such facts to the board of city commissioners and the board shall cause the immediate repair, vacation or demolition of such dangerous building. The costs of such emergency repair, vacation or demolition of such dangerous building shall be collected in the manner provided by this article.

(Code 1979, § 11-06-09; Code 1994, § 14-09-09)

Sec. 111-9-10. - Service of notice and order.

All notice and orders provided for in this article, except in emergency cases, shall be served upon the owner, occupant, mortgagee, lessee and all other persons having an interest in said building as shown by the land records of the recorder of the county, either by serving the same personally or by sending the same to the last known address of each, by first class mail, and a copy of such notice shall be posted in a conspicuous place on the dangerous building to which it relates. Service by first class mail shall be deemed complete on the date of mailing thereof. Such mailing and posting shall be deemed adequate service.

(Code 1979, § 11-06-10; Code 1994, § 14-09-10)

Sec. 111-9-11. - Duties of the fire and police departments.

Employees of the fire department and police department shall make a report in writing to the building official of all buildings or structures which are, may be, or are suspected to be dangerous buildings within the terms of this article. Such report shall be delivered to the building official within 24 hours of the discovery of any such buildings by any employee of said departments.

(Code 1979, § 11-06-11; Code 1994, § 14-09-11)

Sec. 111-9-12. - Administrative liability.

No officer, agent or employee of the city shall render himself personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties under this article. Any suit brought against any officer, agent or employee of the city as a result of any act required or permitted in the discharge of his duties under this article shall be defended by the city attorney until the final determination of the proceedings therein.

(Code 1979, § 11-06-12; Code 1994, § 14-09-12)

Sec. 111-9-13. - Appeals.

An appeal to the district court from any order of the board of city commissioners made pursuant to the provisions of this article may be taken, within 30 days after service of such order upon him, by any person aggrieved by said order.

(Code 1979, § 11-06-13; Code 1994, § 14-09-13)



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March 4, 2019

Contact with Sample family from January 8, 2019 to March 4, 2019

1-9-19: Kristi's aunt Rosanne contacted me to request access to the property in order to retrieve 2 birds and 1 cat still in the home. They also wanted to grab clothes and toys for child.

1-11-19: Met Rosanne and Kristi's father Ellis at property with police escort and animal control to retrieve animals and items for child. A padlocked (unknown who placed on door) was removed from door to gain access. Ellis then placed his own padlock on door. I discussed Custer Health's process of nuisance abatement. He had received the certified nuisance abatement letter that morning.

1-15-19: Ellis dropped off padlock key at Custer Health.

1-16-19: Email from Rosanne regarding the need for a police escort to go onto property whenever Kristi wants to remove personal items. Discussed that it would not be necessary.

1-17-19: Further communication with Rosanne via email. Continued to stress the fact that no one should be in the home because of the structural integrity of the structure.

1-18-19: Rosanne emailed to let me know that Kristi had been released on bail and would be contacting me to retrieve the padlock key.

1-21-19: Email from Rosanne discussing possibility of Ellis's employer (Weiss contracting) being able to do the demolition on the home.

1-22-19: Kristi picked up padlock key at Custer Health. I told her I did not need the key back but that she needed to limit her time spent in the dwelling because of the structural integrity. She was only allowed to remove personal property, not inhabit the dwelling.

1-29-19: Email from Rosanne wondering who Kristi needs to contact for an extension. I discussed the fact that Candy with Code Enforcement would be the lead agency going forward and that they needed to contact her for an extension.

2-24-19: Email from Rosanne informing me that Kristi had contacted the historical society in order to prevent demolition of the home. I let her know that since the building inspector had determined it needed to be demolished that the historical society most likely wouldn't be able to prevent demolition.

Respectfully submitted,

Erin Ourada, MPH, REHS/RS
Environmental Health Practitioner



Shopping Cart: 0 Items [\$0.00]

- [New Search](#)
- [History](#)
- [Payoff](#)
- [Pay Taxes](#)
- [Help](#)

Parcel#: 65-3303000

Status: Current

Receipt: 18296

2018 Owner(s):
SAMPLE/VIRGIL R & KRISTI A

Mailing Address:
% ELLIS E LARSON
1821 N 11TH ST-TRLR 1809
BISMARCK , ND 58501

2018 Value:

Market: \$62,800
Taxable: \$2,826

Vet Credit: \$0
Homestead Credit: \$0
Net Taxable: \$2,826

[Detail](#)

2018 Taxes: [View Pie Charts](#)

First Half: \$628.44 **Due:** 3/1/2019
Second Half: \$374.74 **Due:** 10/15/2019
Total: \$1,003.18

[Show Current Tax Bill](#)

[Detail](#)

2018 Payments:

First Half: \$0.00
Second Half: \$0.00
Discount: \$0.00
Total: \$0.00
(May include penalty & interest)

2018 Legal Records:

Geo Code:

Property address: 210 5TH ST NW, MANDAN ND 58554
Subdivision: (168) FIRST NORTHERN PACIFIC ADDITION **Block:** 76
Legal: LOT 7 & 8 -4361

Note: Morton County makes the Web information available on an "as is" basis. All warranties and representations of any kind with regard to said Information is disclaimed, including the implied warranties of merchantability and fitness for a particular use. Morton County does not warrant the information against deficiencies of any kind. Under no circumstances will Morton County, or any of its officers or employees be liable for any consequential, incidental, special or exemplary damages even if appraised of the likelihood of such damages occurring.

Web data was last updated 01/14/2019 09:00 AM.

Send Payments To:

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



POLICE

Mandan North Dakota

Jason J. Ziegler
Chief of Police
205 1st Ave N.W.
Mandan, ND 58554
701-667-3250

January 18, 2019

VIRGIL R SAMPLE / KRISTI A SAMPLE
210 5TH STREET NORTHWEST
MANDAN, ND 58554

Case ID: MDN-19-1126

NOTICE OF VIOLATION

It has been observed by the City of Mandan that the property located at 210 5TH St NW is in violation of the Mandan Code of Ordinances, DANGEROUS BUILDINGS 111-9-1. The City of Mandan requires all property owners to comply with municipal regulations. For your convenience, **Section 111-9-1** has been included.

As deemed by the City Building Official the house is in disrepair. You are hereby required to demolish the residence by **February 16, 2019**. In addition, you are also directed to **NOTIFY** the Code Enforcement Officer as to when the demolition is to be started. If demolition is not acquired by February 16, 2019 the City of Mandan will provide demolition and the cost of demolition will be assessed to your property.

If you have any questions, please do not hesitate to contact Code Enforcement at the information listed below or the Building Official at 701-667-3236.

Sincerely,

Candy Fleck
Code Enforcement Officer
Mandan Police Department
701-667-3250
cfleck@cityofmandan.com



CITY OF MANDAN

MANDAN CITY HALL - 205 2nd Avenue NW
MANDAN, NORTH DAKOTA 58554
701-667-3215 • FAX: 701-667-3223 • www.cityofmandan.com

CITY DEPARTMENTS

ADMINISTRATION	667-3215
ASSESSING/BUILDING INSPECTION	667-3230
BUSINESS DEVELOPMENT	667-3485
CEMETERY	667-6044
ENGINEER/PLANNING & ZONING	667-3225
FINANCE	667-3213
FIRE	667-3288
HUMAN RESOURCES	667-3217
LANDFILL	667-0184
MUNICIPAL COURT	667-3270
POLICE	667-3455
PUBLIC WORKS	667-3240
WASTEWATER TREATMENT	667-3278
SPECIAL ASSESSMENTS	667-3271
UTILITY BILLING	667-3219
WATER TREATMENT	667-3275

January 16, 2019

To:
VIRGIL R SAMPLE & KRISTI A SAMPLE
210 5th Street North West
Mandan, ND 58554

RE: 210 5th Street North West Mandan

Mr. and Ms. Sample,

On January 15 2019 an inspection was done of the home at 210 5th Street North West in Mandan North Dakota at the request of Mandan Code Enforcement. The inspection was to determine if the residence at the previously mentioned address is suitable for habitation and/or able to be rehabilitated and made suitable for habitation. During the inspection numerous deficiencies were observed:

The structural integrity of the basement wall on the east side was observed to be collapsing and held up with wood supports, the load bearing members of the flooring system supporting the east section of the home was supported by jacks onto a non-load bearing slab, all the windows in the home were compromised in some way as to allow outside elements in, steps leading to the basement were not sound, the floor in the home was observed to be shifting towards the damaged portion of the foundation, floor sheeting on the upper level had holes in it to allow a clear view of the floor below, electrical wiring was exposed in an alarming number of places in the home, the plumbing for the upper level bathroom was exposed to a non-conditioned space below, the siding was missing or in dis repair in several spots, the gutter system was inadequate, roof system was in need of repair and a hole in the roof was observed on the south side, sections of the home had been blocked presumably do to structural issues rendering them unsafe, the home was dangerous to the health due to the contents of the home, adequate egress from the home was compromised due to debris in the home, and the home was in such a state that the safety or general welfare of the occupants was compromised to an extent as to have the home vacated.

Although this list is extensive it does not encompass all observed or unobserved issues with this structure or other structures on the property. The assessed value of the home is \$44,600. The cost to rehabilitate this property will exceed 50% of the home's value. It is the opinion of this office that the structures on this property need to be demolished due to the fact that they compromise the safety and health of the community.



"WHERE THE WEST BEGINS"

CITY OF MANDAN

MANDAN CITY HALL - 205 2nd Avenue NW
MANDAN, NORTH DAKOTA 58554

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CITY DEPARTMENTS

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LANDFILL	667-0184
MUNICIPAL COURT	667-3270
POLICE	667-3455
PUBLIC WORKS	667-3240
WASTEWATER TREATMENT	667-3270
SPECIAL ASSESSMENTS	667-3271
UTILITY BILLING	667-3219
WATER TREATMENT	667-3275

The Building Inspections Department will be following the procedure to have this property declared a dangerous building, condemn this property, and have it demolished as soon as is possible.

If you have any questions or concerns regarding this matter or the decision of this office feel free to contact us at 701-667-3230.

Shawn Ouradnik

City Building Official

ADDRESS: 210 5th St NW, Mandan, ND 58554

OFFICIAL NOTICE DO NOT OCCUPY

UNDER CHAPTER 23-35-12 OF THE CENTURY CODE OF NORTH DAKOTA:

- Within the jurisdiction of the board of health of Morton County, a local health officer:
 - May take any action necessary for the protection of public health and safety

Notice is hereby given that these premises are declared unsafe or unsanitary and unfit for human habitation. It is unlawful for any person to continue to occupy or use these premises and any unauthorized person known to have removed or defaced this notice will be prosecuted as provided by law in ND Century Code 23-35-13. A person who violates any order, ordinance, or rule prescribed by any board of health or health officer or any rule adopted under this chapter is guilty of a class B misdemeanor.

1/8/19
Date Posted

Erin Owada for the local health officer
Signature of official



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Markwed Excavating, Inc.

3555 93rd St SE

Bismarck N.D. 58504

2/14/2019

Kristi Sample

210 5th St NW

Mandan ND 58554

Attn: Kristi

Re: Demo

We are please to quote the following:

This quote will cover the water and sewer disconnect, the demo and removal of the home and garage as well as the backfill of the foundation footprint to a flat grade. This quote will not include utility disconnects or the abatement of any asbestos materials that may need to be removed by a qualified company. Due to weather conditions we are requesting a time extension to complete this during the construction season.

Water and sewer disconnects:	\$5,500.00
Demo:	\$24,000.00
Truck out foundation walls:	\$1,800.00
Import fill and compact:	\$15,000.00
Permits and soil tests:	\$350.00
Project Total:	\$46,650.00

Thank You,

Markwed Excavating, Inc.



Case Report

Mandan PD



Case Report Number 19001051-001
Case Number: 19001051
CFS Number: MDN-19-06404

Subject 90Z - All Other Offenses
Entered On 3/26/2019 12:10:15 PM
Entered By 12195 - Fleck, Candy R
Reported On 3/12/2019
Reporting Officer 12195 - Fleck, Candy R
Report Type
Disposition 4 - Active
Assisted By
Occurred On Tuesday 1/8/2019 12:00:00 PM
(Date and Time)
Or Between Tuesday 3/26/2019 8:00:00 AM
(Date and Time)
Location Name
Address 210 5TH ST NW
CSZ MANDAN ND 58554
Jurisdiction Mandan
District ND1 - Includes to West boundary city limits, West Main, North to Old Red Trail, and West side of Collins

Sector
Coordinate X -100.89388
Coordinate Y 46.83142
Call Source SI - Self-Initiated
Related Cases
Means
Motives
Vehicle Activity
Direction Vehicle Traveling
Cross Street
Notified
Exceptional Clearances Basis
Exceptional Clearance Date

Summary

Offense

Offense **PP-014 - Health and Safety**
Code Section
IBR Code
Statute
Location Type 20 - Residence/Home
Completed N - No
Hate/Bias 88 - None (No Bias)
Premises Entered
Entry
Suspected of Using None/Unknown
Weapons
Criminal Activity
Type Security
Tools

Offenders

Suspect Name **Sample, Kristi Ann** Alias

Address	CSZ	Address Type	County	Country
---------	-----	--------------	--------	---------

Case Report

Mandan PD

210 5th St Nw	Mandan, ND 58554	H - Home	Morton	USA - United States Of America
---------------	------------------	----------	--------	--------------------------------

Phone Number	Phone Type
	C - Cell

Email Address

Sex	F - Female	Hair Color	BRO - Brown	Resident	R - Resident
Race	W - White	Hair Style		POB	unknown
Ethnicity	N - Not of Hispanic/Latino Origin	Hair Length		DLN	SAM-64-5686
DOB		Facial Hair		DL State	ND - North Dakota
Age	54	Complexion		DL Country	USA - United States of America
Juvenile	N - No	Teeth		SSN	000-00-0000
Eye Color	BRO - Brown	Build			
		Height	5' 2"		
		Weight	195		

Scars, Marks, Tattoos	SMT Location	Description

Attire	MO
Employer/School	
Employer Address	Habitual Offender
Employer CSZ	Status
Occupation/Grade	Notes

Victims

Victim Name	City Of Mandan	Victim Type	B - Business
Aliases		Victim of	PP-014 - Health and Safety
		Domestic Indicator	Non-Domestic
Was Marsy's Card Provided?	No	Asserted Date	
Victim Asserted Non-Disclosure Right			

Address	CSZ	Address Type	County	Country
205 1st Ave Nw	Mandan, ND 58554	B - Business	Morton	USA - United States Of America

Case Report

Mandan PD

Phone Number	Phone Type
(701) 667-3250	B - Business

Email Address

Sex	Hair Color	DLN
Race	Facial Hair	DL State
Ethnicity	Complexion	DL Country
DOB	Height	SSN
Age	Weight	Attire
Juvenile	Resident	
Eye Color	POB	

Employer/School
Employer Address
Employer CSZ
Occupation/Grade

Testify
Injury
Circumstances
Just. Hom. Circ.

Offender	Relationship

LEOKA Type
Assignment
Activity
ORI-Other
Jurisdiction

Notes

Witnesses

Other Entities

Properties

Narrative

3/26/2019 8:00:00 AM	12195 - Fleck, Candy R
<p>01/15/19 went to this property for evaluation with city building inspector, Custer Health, DC Flaten, Mr. Bitz, Mr. Dirk and myself. House was cleared and we went in walked around main floor, upstairs and downstairs. Mr. Ouradnik took several pictures as we traveled through the property. As we talked briefly after(DC Flaten, Ms. Ourada(Custer Health), Mr. Ouradnik(City Building Inspector) and myself) we all were in agreement that the structure is unsafe.</p> <p>01/18/19 Mr. Ouradik drafted a letter explaining the violation and I included my letter with time frame for resolution and hand delivered it to Burleigh Co. detention center as Ms. Sample was to be released on this day.</p> <p>Ms. Sample then contacted me to ask permission to be at her property. I advised her she would be allowed to go into the home to gather her belonging but was not to be staying there.</p> <p>01/28/19 Ms. Sample called and left message.</p> <p>01/30/19 DC Flaten and myself returned a call to Ms. Sample. She was advising she needed more time to gather her belongings as her house had been broken into. At this time we advised Ms. Sample there would not be an extension</p>	

granted. She needed to do whatever she could to get her belongings out of the house by 2/16/19. As far as the demolition of the house, if we were contacted by a contractor we would discuss extension with them.

02/04/19 Mr. Larson(Kristie's dad) stopped at the LEC to visit with me about the property. On my way upstairs I advised DC Flaten that he was here to visit with us. We met with him in the lobby. We repeated the process that we had explained to Kristie. She would not be granted an extension, however, if there was a "signed" contract we would be willing to work with contractor due to weather conditions.

02/15/19 Estimate was dropped of at my office. Markwed Excavating Inc. had provided a "quote" for demolition of the property.

02/20/19 I called Ms. Sample and advised her a "estimate" was not a signed contract this would not be adequate. She advised she would call and discussing it with them and get me a signed legal contract.

02/26/19 As I had not heard back from Ms. Sample I called Mr. Mike Markwed in reference to the demolition. He advised me he had not heard from Ms. Sample or her father since he had gave them the estimate. He also advised he went to the property and gave the estimate to best of his ability without going inside. He advised there had been a couple of options visited in regards to payment but nothing signed.

02/28/19 DC Flaten, Ms. Ourada, Mr. Ouradnik and myself met at the LEC to discuss further progress of this property. It was decided as there has been no further contact from Ms. Sample or Mr. Larson we would proceed with a hearing to get this matter resolved.

Evidence Checklist

Additional Evidence Items? No

Video Recording
In-Car Video
Surveillance

Interview Room
Other Recording
What other recordings are there?

Audio Recording
911 Call
Other Audio

Other Dispatch Call

Photographs
Uploaded to P1

Entered into Evidence

Written Statement
Victim
Witness

Suspect

Medical Forms

Emergency Detention
Worksheet
Use of Force Report

Domestic Violence
Investigation
Waiver of Rights
Photo Log
Search Warrant / Return

Affidavit
Evidence Inventory

Affidavit of Forgery Form
Copy of Checks

Other
Describe

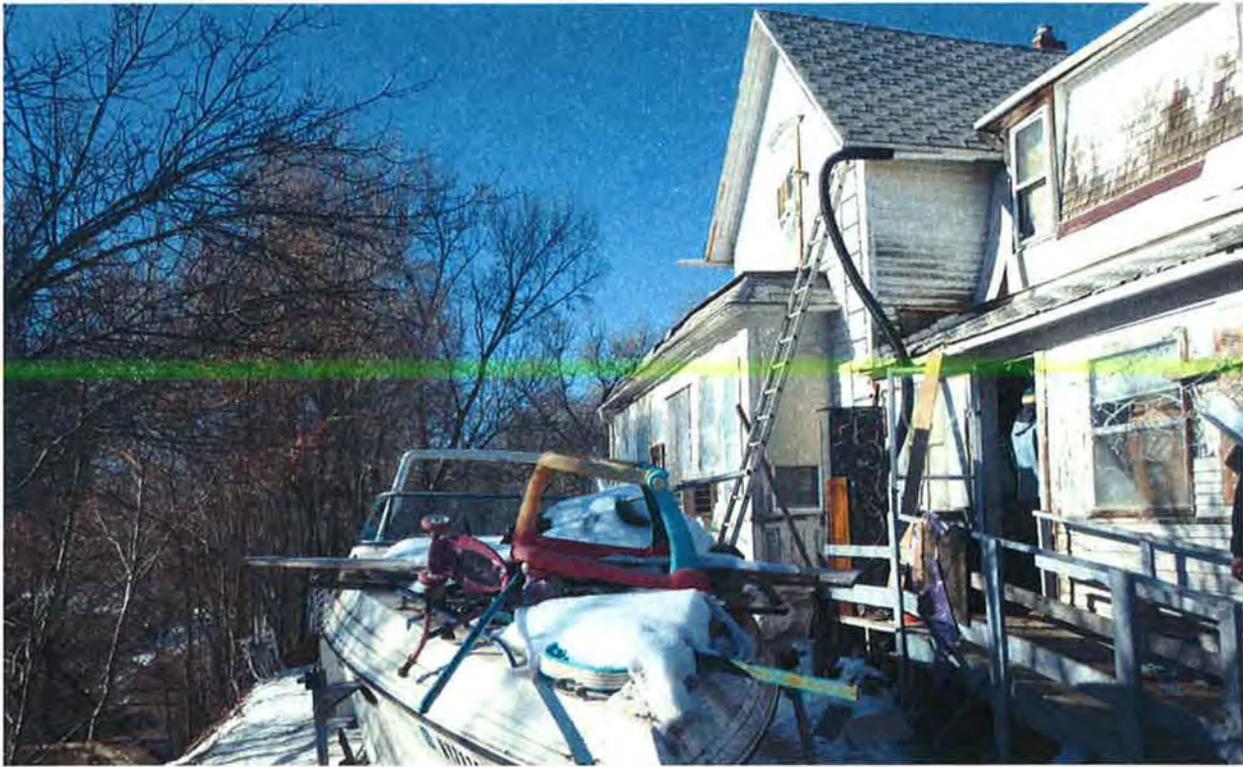


Photo taken
01-08-19
South side of
house



Photo
taken
01-08-19
West side
of house

#2 Sample House 210 5th St NW Mandan



Photo taken
01-08-19

West side
of house



Photo
taken
01-08-19

West side
of house

#3 Sample House 210 5th St NW Mandan



Photo taken
01-08-19

West side
of house



Photo taken
01-08-19

Northwest
Side of
house



Photo taken
01-08-19

North side
of house

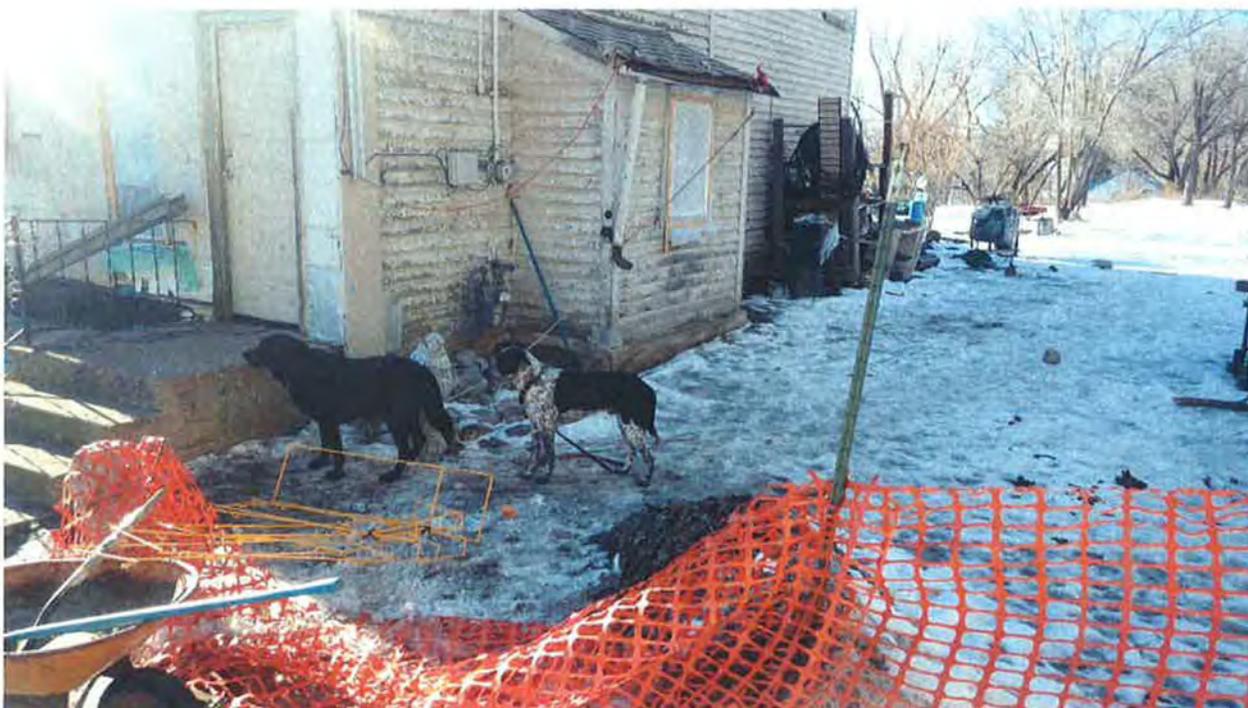


Photo taken
01-08-19

Northeast
Side of
house

#5 Sample House 210 5th St NW Mandan

Photo taken
01-08-19

Northeast
side of house



Photo taken
01-08-19

East side of
house





Photo taken
01-08-19
Foundation
propped up
with boards



Photo taken
01-08-19
Foundation
propped up
with boards

#7 Sample House 210 5th St NW Mandan

Photo taken 01-08-19

Photo taken in basement

Floor jack and post holding up first floor



Photo taken 01-08-19

Photo taken in basement

Floor jack, post and board holding up

First floor



#8 Sample House 210 5th St NW Mandan

Photo taken 01-08-19

Photo taken in basement

Floor jack and post holding up first floor



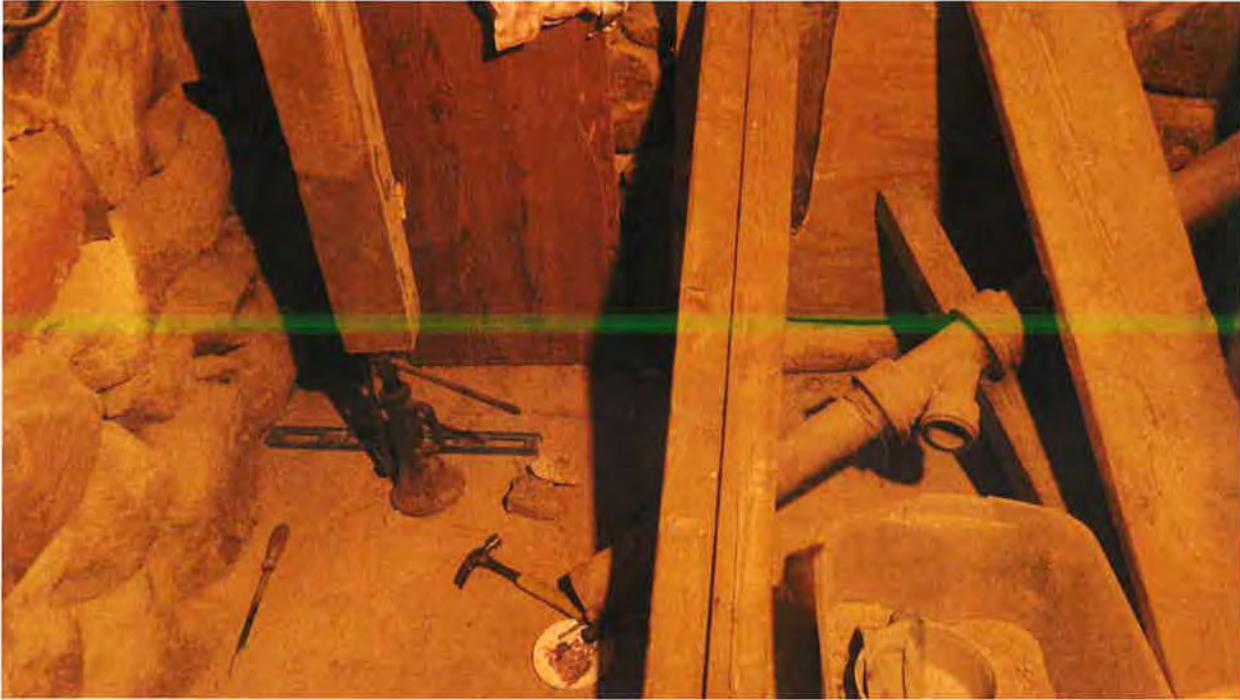


Photo taken
01-08-19
Taken in
basement
Floor jack and
post holding
up first floor



Photo taken
01-08-19
Basement



Photo taken
01-08-19
Taken in
basement
Floor jack and
post holding
up first floor



Photo taken
01-08-19
Foundation
propped up
with boards.
Floor jack
and post
holding up
first floor

#11 Sample House 210 5th St NW

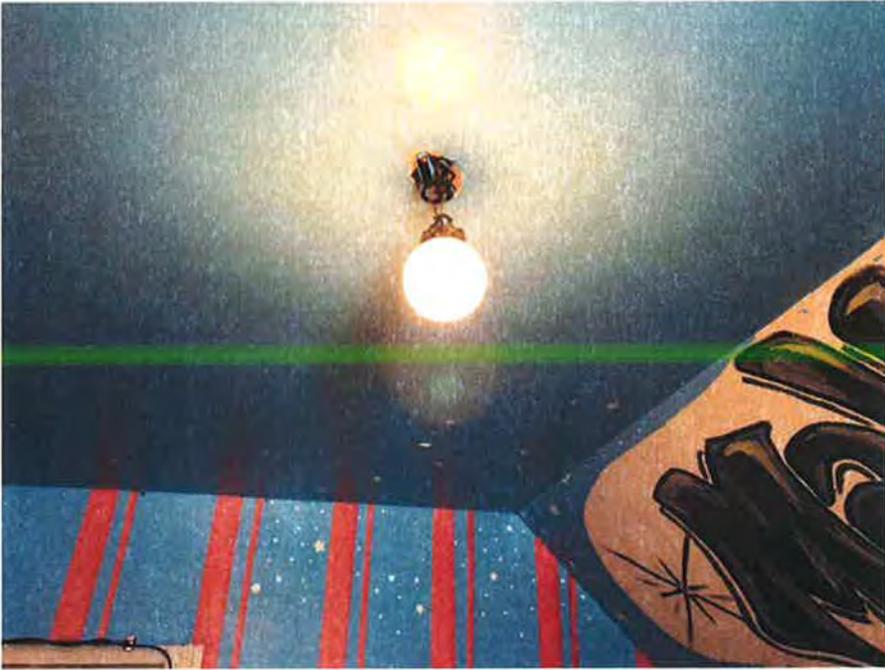


Photo taken 01-08-19

Electrical

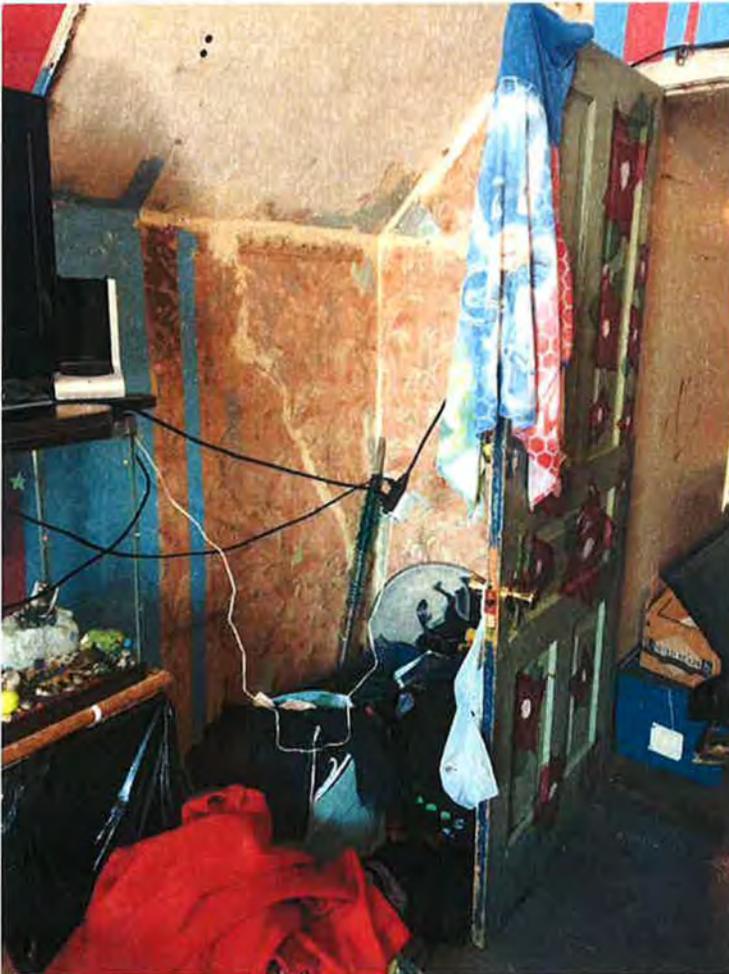


Photo taken 01-08-19

Electrical

#12 Sample House 210 5th St NW

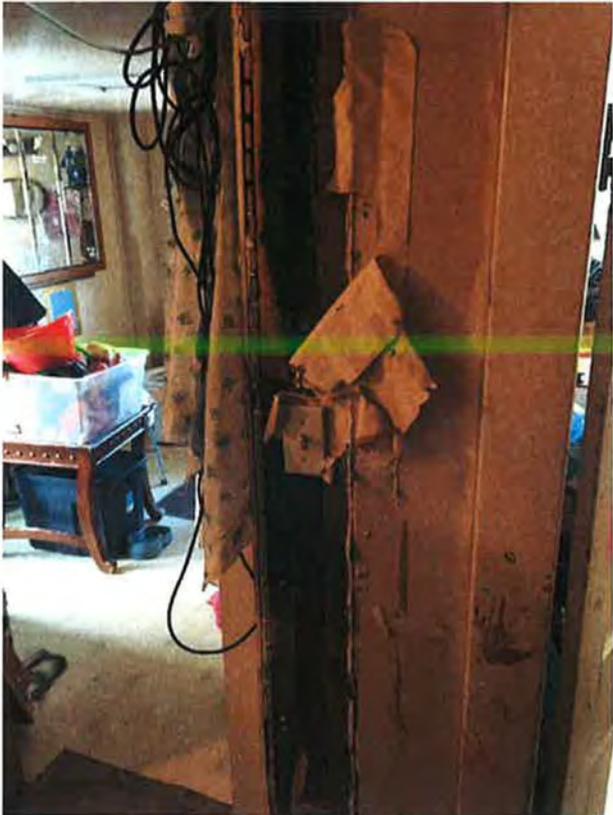


Photo taken 01-08-19

Electrical



Photo taken 01-08-19

Electrical

#13 Sample House 210 5th St NW

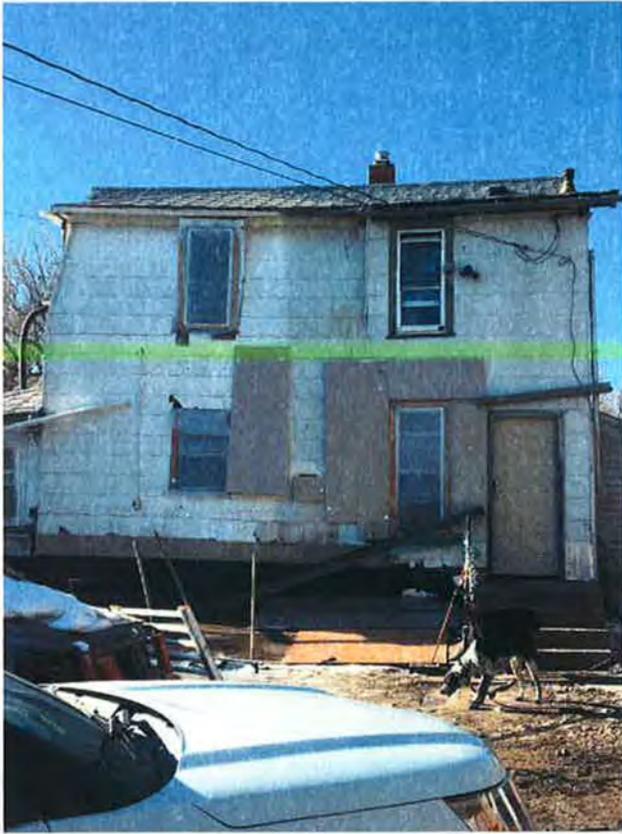


Photo taken 01-08-19

East Side of house



Photo taken 01-08-19

West side of house

#14 Sample House 210 5th St NW

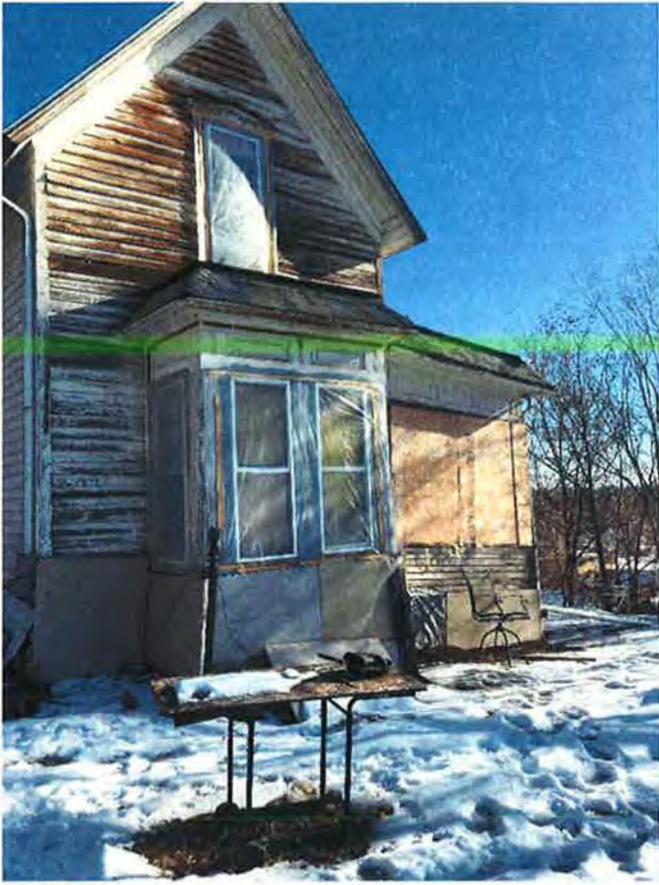


Photo taken 01-08-19

West side of house



Photo taken 01-08-19

South side of house

#15 Sample House 210 5th St NW

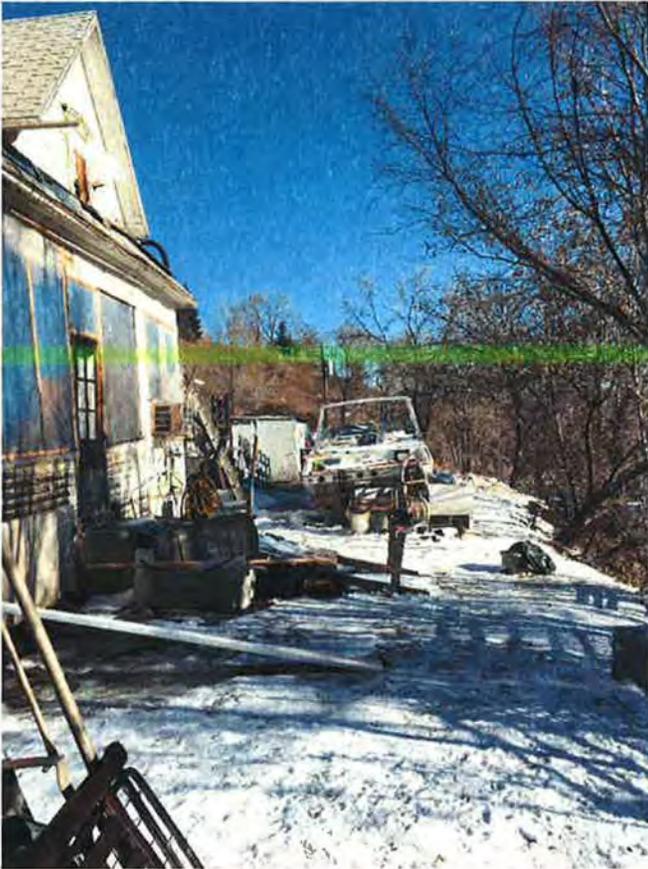


Photo taken 01-08-19

South side of house



Photo taken 01-08-19

South side of house

#16 Sample House 210 5th St NW



Photo taken 01-08-19

South side of house



Photo taken 01-08-19

East side of house, notice posted by
Custer Health

17 Sample House 210 5th St NW



Photo taken 01-15-19

South side of house



Photo taken 01-15-19

South side of house

18 Sample House 210 5th St NW

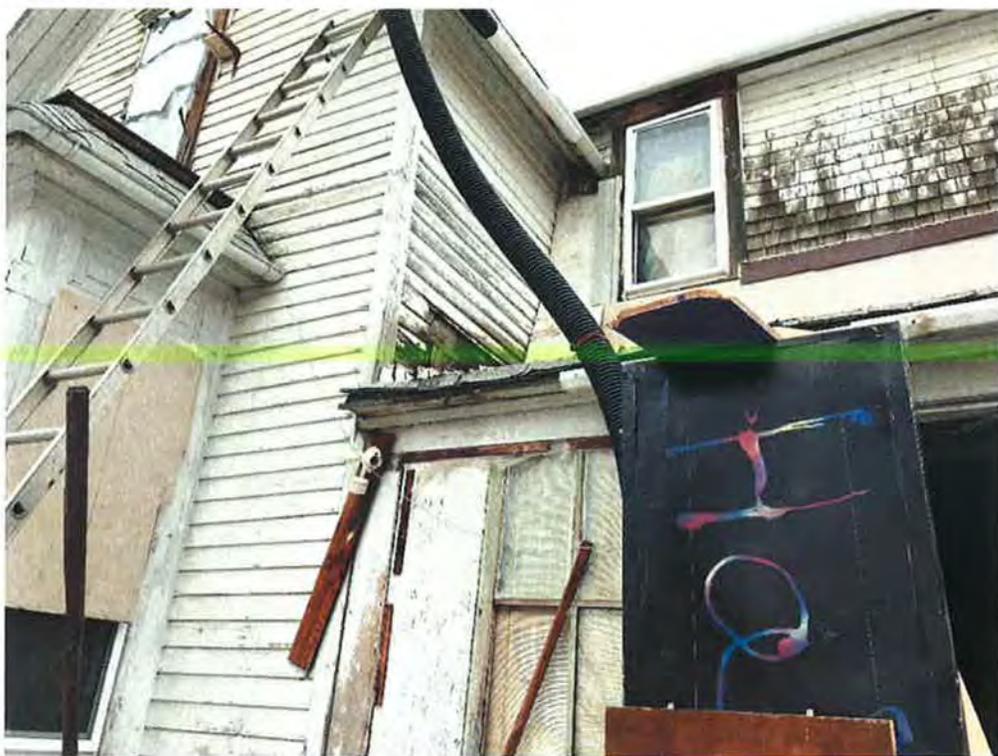


Photo taken 01-15-19

South side of house



Photo taken 01-15-19

South side of house

19 Sample House 210 5th St NW

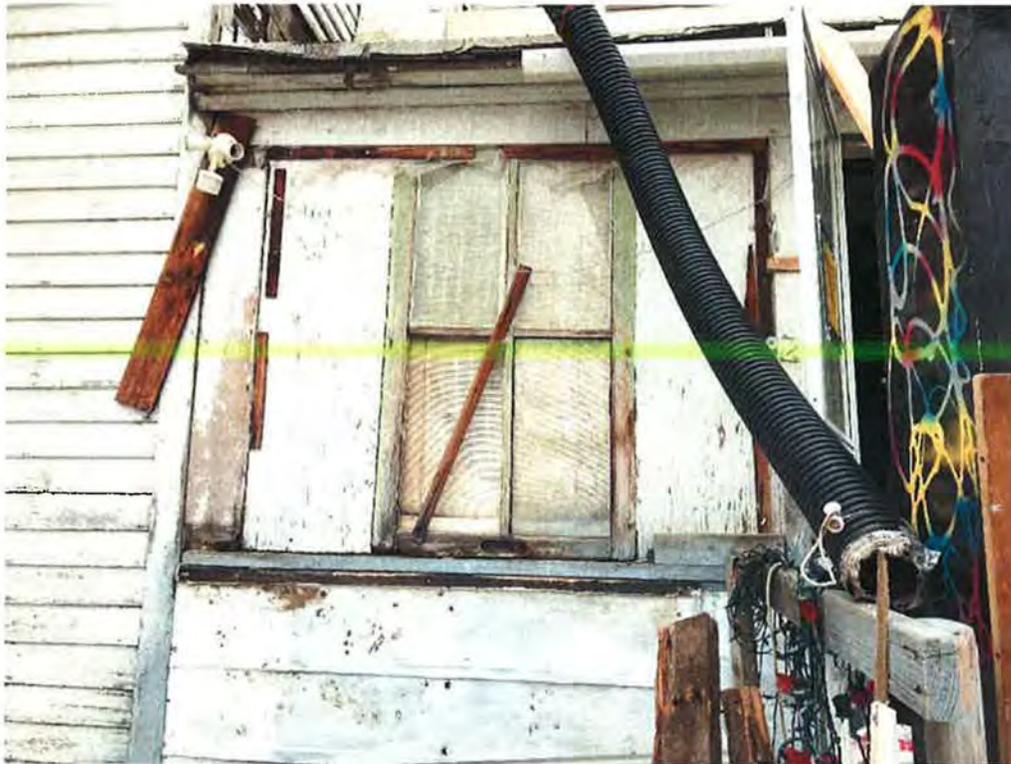


Photo taken 01-15-19

South side of house



Photo taken 01-15-19

South side of house

20 Sample House 210 5th St NW



Photo taken 01-15-19

East side of house



Photo taken 01-15-19

East side of house

21 Sample House 210 5th St NW



Photo taken 01-15-19
Northeast side of house



Photo taken 01-15-19
Northeast side of house

22 Sample House 210 5th St NW



Photo taken 01-15-19

Electrical wiring held up with garbage bag inside kitchen/hall area (wiring is supported by bag to ceiling)



Photo taken 01-15-19

Wiring coming down from bag to electrical box in kitchen/hall area

23 Sample House 210 5th St NW



Photo taken 01-15-19

Basement foundation



Photo taken 01-15-19

Basement

24 Sample House 210 5th St NW



Photo taken 01-15-19

Basement



Photo taken 01-15-19

Basement – main floor held up with post and floor jack

25 Sample House 210 5th St NW



Photo taken 01-15-19

Basement – main floor held up with post and floor jack



Photo taken 01-15-19

Basement – main floor held up with post and floor jack

26 Sample House 210 5th St NW



Photo taken 01-15-19

Basement – main floor held up with post and floor jack



Photo taken 01-15-19

Basement – main floor held up with post and floor jack

27 Sample House 210 5th St NW



Photo taken 01-15-19

Basement – foundation supported with 2X4s

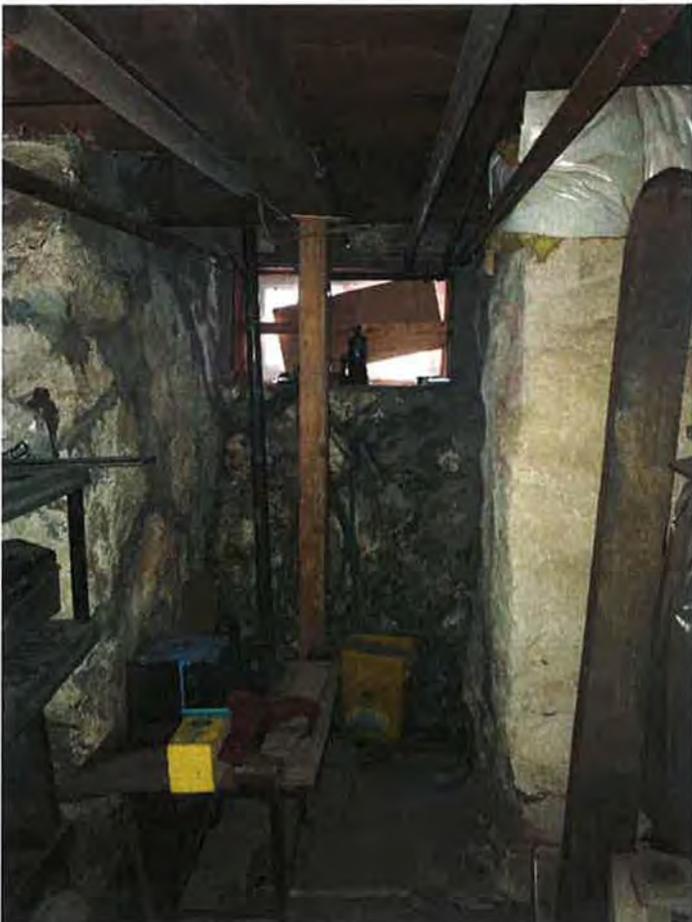


Photo taken 01-15-19

Basement – main floor held up with post and floor jack

28 Sample House 210 5th St NW



Photo taken 01-15-19

Basement – furnace



Photo taken 01-15-19

Basement – hot water heater

29 Sample House 210 5th St NW



Photo taken 01-15-19
Basement – post
supporting main floor



Photo taken 01-15-19
Basement

30 Sample House 210 5th St NW



Photo taken 01-15-19

Basement



Photo taken 01-15-19

Basement - electrical

31 Sample House 210 5th St NW



Photo taken 01-15-19

Basement -electrical



Photo taken 01-15-19

Basement

32 Sample House 210 5th St NW



Photo taken 01-15-19
Basement –supporting
main floor



Photo taken 01-15-19
Basement

33 Sample House 210 5th St NW



Photo taken 01-15-19
Basement –supporting
main floor



Photo taken 01-15-19
Basement – supporting foundation and main floor

34 Sample House 210 5th St NW

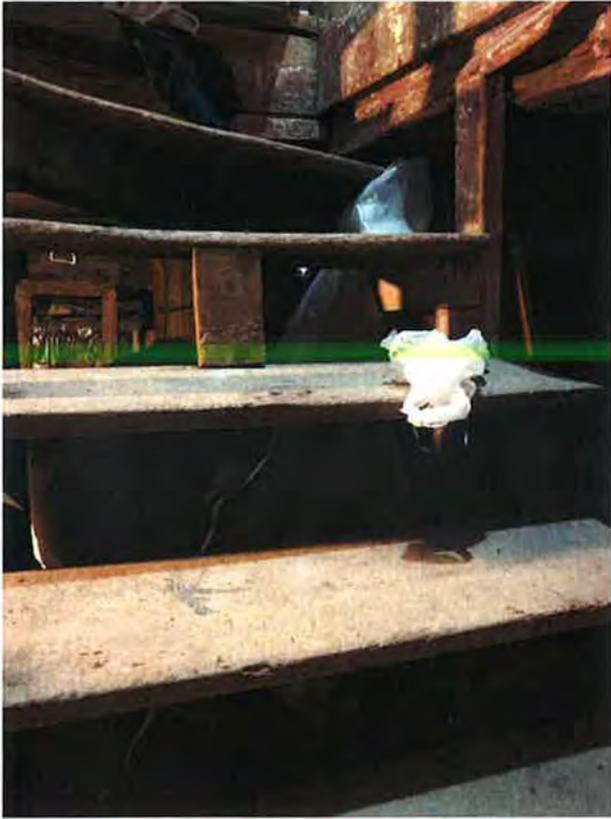


Photo taken 01-15-19

Basement –support for step, basement stairs



Photo taken 01-15-19

Basement stairs

35 Sample House 210 5th St NW



Photo taken 01-15-19

Kitchen ceiling



Photo taken 01-15-19

Interior of house with plastic covering area around windows

36 Sample House 210 5th St NW



Photo taken 01-15-19
ceiling



Photo taken 01-15-19
Interior/electrical

37 Sample House 210 5th St NW



Photo taken 01-15-19

interior



Photo taken 01-15-19

Interior/electrical

38 Sample House 210 5th St NW



Photo taken 01-15-19

Interior electrical

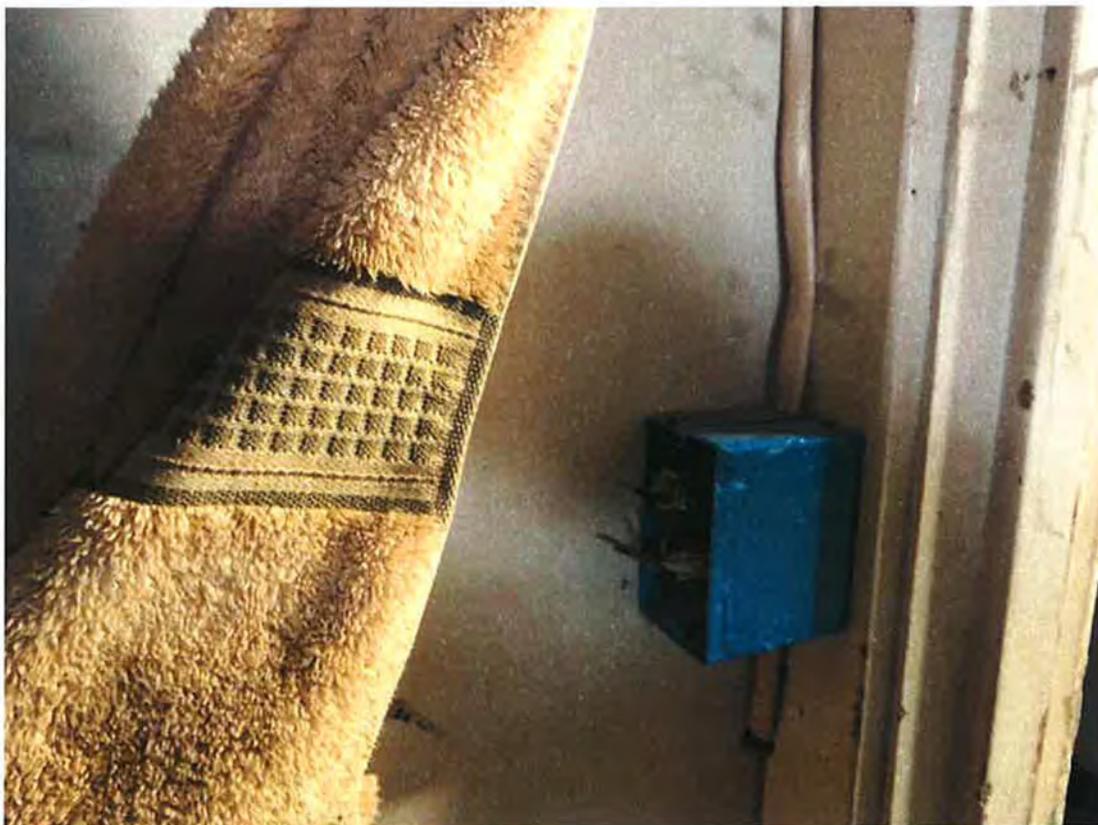


Photo taken 01-15-19

Interior/electrical

39 Sample House 210 5th St NW



Photo taken 01-15-19
bathroom

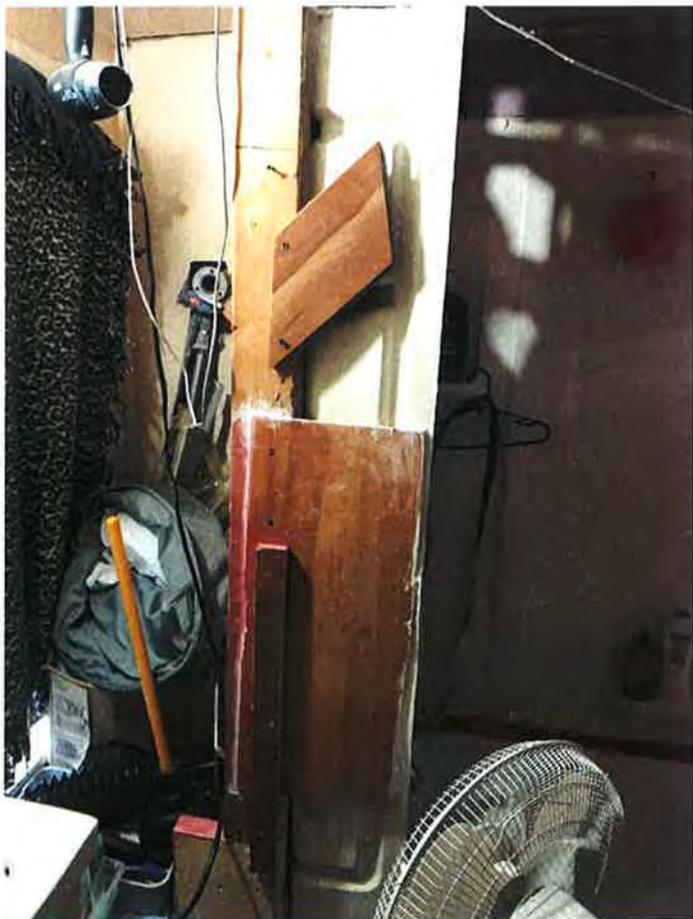


Photo taken 01-15-19
bathroom

40 Sample House 210 5th St NW



Photo taken 01-15-19
interior

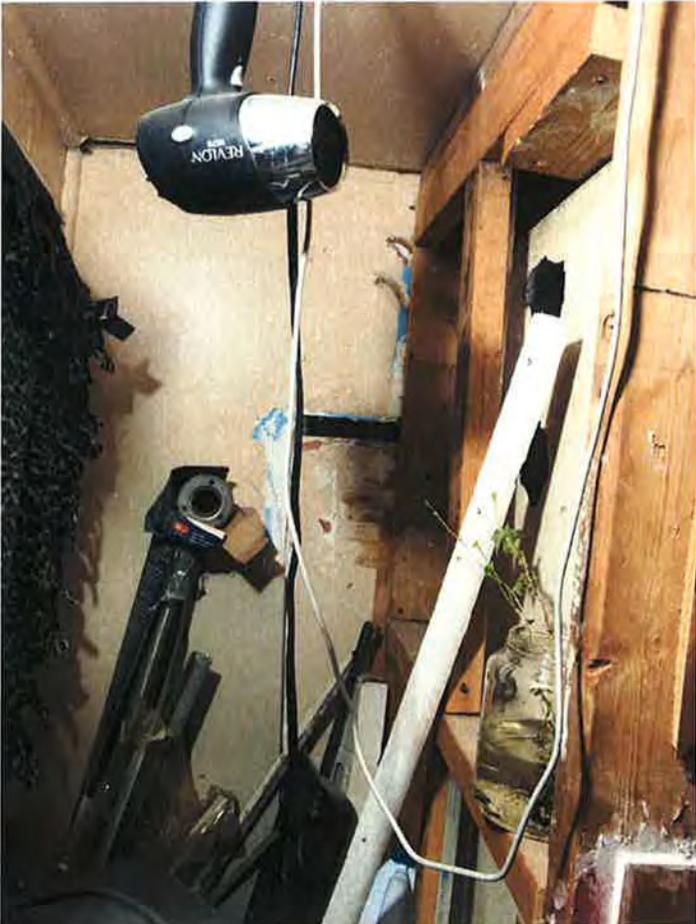


Photo taken 01-15-19
interior

41 Sample House 210 5th St NW



Photo taken 01-15-19

Roof



Photo taken 01-15-19

Soffit

42 Sample House 210 5th St NW



Photo taken 01-15-19

Roof



Photo taken 01-15-19

exterior

43 Sample House 210 5th St NW



Photo taken 01-15-19
exterior



Photo taken 01-15-19
exterior

44 Sample House 210 5th St NW



Photo taken 01-15-19
exterior



Photo taken 01-15-19
exterior

45 Sample House 210 5th St NW



Photo taken 01-15-19
West side



Photo taken 01-15-19
South side

46 Sample House 210 5th St NW

Photo taken 01-15-19
roof



Photo taken 01-15-19
South side

47 Sample House 210 5th St NW



Photo taken 01-15-19

South side



Photo taken 01-15-19

South side

48 Sample House 210 5th St NW



Photo taken 01-15-19

South side



Photo taken 01-15-19

South side

49 Sample House 210 5th St NW

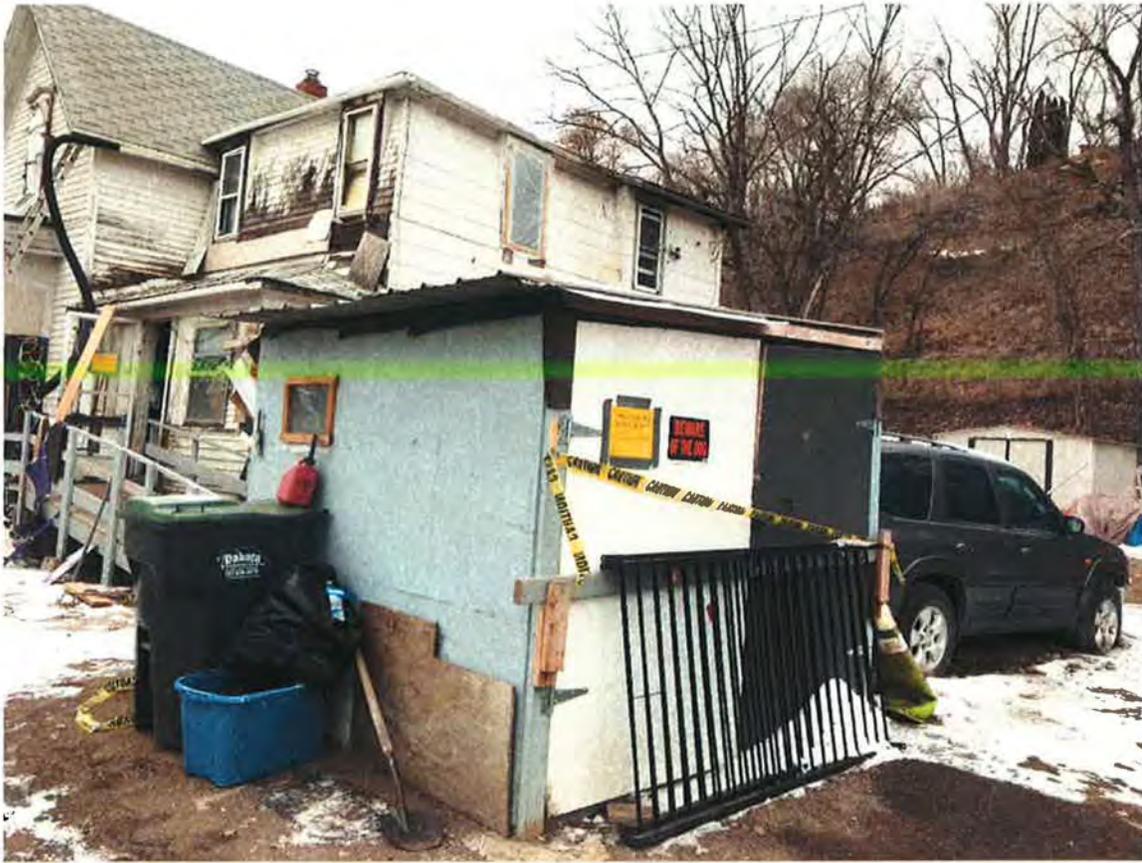


Photo taken 01-15-19
Southeast side



Photo taken 01-15-19
East side

50 Sample House 210 5th St NW



Photo taken 01-15-19
East side



Photo taken 01-15-19
Exterior



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 16th 2019
PREPARATION DATE: April 5th 2019
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Shawn Ouradnik, Building Official
PRESENTER: Shawn Ouradnik
SUBJECT: Report to City Commission for the property at 210 5th St. NW Legal Description: FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 - 4361

STATEMENT/PURPOSE: Report to the City Commission concerning the property at 210 5th St. NW Legal Description: FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 – 4361. Through inspections conducted by Custer District Health and Mandan Building Inspections the property at 210 5th St. NW has been deemed to be a dangerous building in accordance with Mandan municipal code Article 9 Section 111-9-5(1). The owners of the home were notified and instructed that the home was to be vacated and demolished within a reasonable time.

BACKGROUND/ALTERNATIVES: On 1/8/19, Mandan police assisted the Metro Area Narcotics Task Force in the execution of a search warrant at 210 5th St. NW in Mandan ND. Through a search of the tax record it was identified that the owners of the property were Kristi Sample and her late husband, Virgil Sample.(copy in attachments) The officers that had enter the home were concerned about the sanitary and structural condition of the home and Custer District Heath was contacted. Erin Ourada was sent as a representative of Custer District Health to investigate the claims made by the Mandan PD with regards to the sanitary conditions to the home. Finding the claims to be valid the home was deemed uninhabitable and notice was posted on 1/8/19 by Ms. Ourada citing North Dakota Century Code Chapter 23-35-12 and the owners were prohibited from occupying the residence. (copy in attachments). Ms. Ourada and Mandan PD also took photographs of the conditions in the home. Ms. Ourada had contact on several times with Kristi Sample and has provided a narrative of those conversations in the attachments provided to the council. Deputy Chief Lori Flatten, Code Enforcement Officer Candy Fleck, Building Official Shawn Ouradnik, and Custer District Heath representative Erin Ourada met and discussed the need for further inspection to the home due to the claims of structural conditions and further investigation of sanitary conditions. It was decided that Deputy Chief Flatten was to apply for a search warrant to enter the home and the

inspections were to be conducted. On 1/15/19 the search warrant was granted and executed. Members of the Mandan PD cleared the home and Deputy Chief Flatten, Code Enforcement Officer Fleck, Building Official Ouradnik, and Custer District Heath representative Ourada entered the residence to conduct the inspections. Based on the findings of the inspections notice was sent to Ms. Sample informing her that the home had been declared Dangerous Building according to Mandan Municipal Code Chapter 9 section 111-9-1 on 1/18/19. (copy in attachments)The notice was delivered to Ms. Sample on 1/18/19. Ms. Sample then held conversations with Code Enforcement Officer Fleck and was allowed to enter the home to obtain some personal affects but was not allowed to occupy the home. On 1/28/19 Ms. Sample left a message for Code Enforcement Officer Fleck asking for an extension on the time given to remove the home. Deputy Chief Flatten, Code Enforcement Officer Fleck spoke to Ms. Sample on 1/30/19 and informed her that she would not be granted the extension for the removal of the home. She was informed that when she had a signed contract with a contractor for the removal then arrangements could be made for an extension. On 2/4/19 Ellis Larson, Ms. Sample's father, came to the Law Enforcement Center and spoke to Deputy Chief Flatten and Code Enforcement Officer Fleck about the extension. It was explained to him that arrangements for an extension could be made with a contractor regarding the removal of the home due to weather constraints but that a signed contract would need to be furnished before accommodations could be made. On 2/15/19 an estimate from Markwed Excavating Inc. (copy in attachments) for the demolition of the property but this was only an estimate not a contract. On 2/20/19 Code Enforcement Officer Fleck contacted Ms. Sample and explained that the estimate that had been received was not sufficient and that a signed contract was needed. Code Enforcement Officer Fleck then called Mike Markwed and spoke to him about the estimate. She was informed that he had known Ellis Larson for some time and was trying to help out. On 2/26/19 Code Enforcement Officer Fleck again contacted Mr. Markwed and was informed that he had not had additional contact with Ms. Sample on this matter. Discussion was then had between Deputy Chief Lori Flaten, Building Official Shawn Ouradnik, and City Attorney Malcolm Brown regarding the next steps to be taken. On 2/28/19 Deputy Chief Lori Flaten, Code Enforcement Officer Candy Fleck, Building Official Shawn Ouradnik, and Custer District Heath representative Erin Ourada met and decided to proceed with a hearing before this commission due to the non-compliance of Ms. Sample with the order for demolition of the structure. Deputy Chief Flatten then compiled all the information.

ATTACHMENTS: Timeline, Mandan Municipal Code Chapter 9, Custer District Heath representative Erin Ourada's narrative of conversations with Ms. Sample, Morton County tax records for 210 5th St. NW Legal Description: FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 - 4361, Notice of Violation form Mandan Police Department, Letter from Mandan Building Inspections Department, Do Not Occupy Notice from Custer Health, Estimate from Markwed Excavating, Inc., Case Report Mandan Police Department, pictures of structure.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 16th 2019

Subject: Report to City Commission for the property at 210 5th St. NW Legal

Description: FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 - 4361Page
3 of 3

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All items sent to city attorney for review

RECOMMENDATION: I recommend the commission uphold the findings of Custer Health, Code Enforcement, and the Building Inspections Department and declare the property at 210 5th St. NW Mandan ND to be a Dangerous Building.

SUGGESTED MOTION: I move to conduct a public hearing pursuant to Mandan Municipal Code Section 111-9-5(1) for the property at t 210 5th St. NW Mandan ND with the legal description of FIRST NORTHERN PACIFIC ADDTION Block: 76 LOT 7&8 – 4361 for the owner, Kristi Sample, to show cause why the building should not be demolished.



"WHERE THE WEST BEGINS"

CITY OF MANDAN

MANDAN CITY HALL - 205 2nd Avenue NW
MANDAN, NORTH DAKOTA 58554

CITY DEPARTMENTS

ADMINISTRATION	667-3215
ASSESSING/BUILDING INSPECTION	667-3230
ENGINEER/PLANNING	667-3225
FINANCE	667-3213
FIRE	667-3288
PERSONNEL	667-3217
POLICE	667-3250
PUBLIC WORKS	667-3240
SPECIAL ASSESSMENTS	667-3211
WASTE WATER PLANT	667-3278
WATER BILLING	667-3219
FAX	667-3223

Reply to:

Malcolm H. Brown

Crowley Fleck PLLP

P.O. Box 2798

Bismarck, ND 58502-2798

Tel: 701-223-6585

NOTICE OF HEARING

TO: Virgil R. Sample
Kristi A. Sample
c/o Ellis E. Larson
1821 N. 11th Street, Trlr. 1809
Bismarck, ND 58501

Virgil R. Sample
Kristi A. Sample
210 5th Street NW
Mandan, ND 58554

Safety National Casualty
823 W. 4th Street
Davenport, IA 52802

YOU ARE HEREBY NOTIFIED that the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to Section 111-9-5, Mandan Code of Ordinances, has set a hearing on the 7th day of May, 2019, at the hour of 5:30 p.m., at the Mandan City Hall, 205 2nd Avenue NW, Mandan, ND, directing you to show cause why the building or structure located at 210 5th Street NW, Mandan, ND, should not be considered to be a dangerous building and demolished.

Dated this 23 day of April, 2019.

Malcolm H. Brown
Mandan City Attorney

MHB:lj



LOCAL PERMIT OR CHARITY LOCAL PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 17926 (10/2012)

Type: Local Permit * Charity Local Permit

Permit Number
 2019-26

Name of Organization Djw Life Project		Date(s) Authorized (Read instruction 2)		
Contact Person Shannon Avard	Business Phone Number (701) 204-1287	5/17/2019 Beginning	to	5/17/2019 Ending
Mailing Address Po Box 845	City Mandan	State ND	Zip Code 58554-0000	
Site Name Christ The King	Site Address 505 10th Ave Nw			
City Mandan	State ND	ZIP Code 58554-0000	County Morton County	
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.				
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*				
Restriction:				
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event.				
Date 4/24/2019	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor		Printed Name of City or County Auditor Lori Flaten	
			Auditor Telephone Number (701) 667-3455	

Please see the instructions on the backside of this form on how to complete the Permit.
 For a raffle or calendar raffle, read "Information Required to be Preprinted on a Standard Raffle Ticket" below.

cut along this line

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or four thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty dollars, an organization may state the total number of minor prizes and their total retail price;
5. For a licensed organization, print "office of attorney general" and license number. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on a same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the department of transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of minimum age, a statement that a person must be at least "___" years of age to buy a ticket, or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or four thousand dollars.



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

2019-26 Rec
 p2
 4-12-19

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization DJW Life Project		Date(s) of Activity May 17 to May 17		For a raffle, provide drawing date(s): May 17 2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income Shannon Avaral		Title founder		Business Phone Number 701 204 1287	
Business Address 2715 CR 139		City Mandan		State ND	Zip Code 58554
Mailing Address (if different) PO Box 845		City Mandan		State ND	Zip Code 58554
Name of Site Where Game(s) will be Conducted Christ the King		Site Address 505 10th Ave NW			
City Mandan		State ND	Zip Code 58554	County Morton	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	park tickets + hats	140	Raffle	gift card	10
Raffle	car wash tickets	30	Raffle	make up lesson certificate	45
Raffle	Retreat Gift Certificate	570	Raffle	gift certificate	25
Raffle	Medora Musical Tickets	98	Raffle	gift certificate	25
Raffle	Gift basket	50	Raffle	gift certificate	90
Raffle	Salon pkg	50	Raffle	pizza certificate	36
Raffle	gift card w/ t-shirt water bottle	65	Raffle	Half-Han coupon	10
Raffle	gift certificate water bottle	55	Raffle	gift certificate	15
Raffle	Sweat shirts water bottles coffee mugs	110	Raffle	gift card	10
Total:					\$

Intended uses of gaming proceeds: suicide prevention training to schools, suicide support group materials,

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 35 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date 4/6/19	Title founder	Business Phone Number 701 204 1287
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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (_____)_____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization Bismarck Cancer Center Foundation

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <u>Prairie West Golf Course</u>			
Street <u>2709 Longspur Trail</u>	City <u>Mandan</u>	ZIP Code <u>58554</u>	County <u>Morton</u>
Beginning Date(s) Authorized <u>July 1, 2019</u>	Ending Date(s) Authorized <u>June 30, 2020</u>	Number of twenty-one tables if zero, enter "0": <u>0</u>	
Specific location where games of chance will be conducted and played at the site (required)			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <u>#1 Fairway see map</u> <u>June 2020</u>			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 **OR** 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) <i>Prairie West Golf Course</i>		Site Name <i>Prairie West Golf</i>		Site Phone Number <i>701-751-6171</i>
Site Address <i>2709 Longspur Trail</i>	City <i>Mandan</i>	State <i>ND</i>	Zip Code <i>58554</i>	County <i>Morton</i>
Organization (Lessee) <i>Bismarck Cancer Center Foundation</i>		Rental Period <i>7/1/2019 to 6/30/2020</i>		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Paddiewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device <input type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices _____ No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
Total Monthly Rent				\$ 0

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>Isabel W. Olson</i>	Title <i>Golf Operations Manager</i>	Date <i>3-12-19</i>
Signature of Lessee <i>Amy Gross</i>	Title <i>Executive Director</i>	Date <i>3-20-19</i>

(over)



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Mandan Baseball Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Powerhouse/501			
Street 501 Burlington Street SE	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Games will be conducted in bar area, excluding the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known February 14 & 15, 2020			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 **OR** 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) J & C Investments, Inc.		Site Name Powerhouse/501		Site Phone Number (701) 663-3020	
Site Address 501 Burlington Street Se		City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Mandan Baseball Club, Inc.		Rental Period 7/1/2019 to 6/30/2020		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ \$ 600.00	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>4</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 325.00	
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)					
Total Monthly Rent				\$ 925.00	

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>[Signature]</i>	Title Owner	Date 4-17-19
Signature of Lessee <i>[Signature]</i>	Title President	Date 4-22-2019



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____)_____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **Mandan Baseball Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Broken Oar			
Street 4724 Pintail Loop	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar area, excluding the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known February 21 & February 22, 2020			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)	
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)		
<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) B & B, Inc.	Site Name Broken Oar	Site Phone Number (701) 667-2159
Site Address 4724 Pintail Loop	City Mandan	State ND
	Zip Code 58554	County Morton
Organization (Lessee) Mandan Baseball Club, Inc.	Rental Period 7/1/2019 to 6/30/2020	Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	\$ 300.00
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>2</u> No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	\$ 325.00
Total Monthly Rent		\$ 625.00

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>[Signature]</i>	Title X Owner	Date X 3/13/19
Signature of Lessee <i>[Signature]</i>	Title President	Date 4-19-2019



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (____)____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Mandan Baseball Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location The Drink			
Street 4007 Southbay Drive SE	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar area, excluding the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) Lakewood Bar & Grill, Llc		Site Name The Drink		Site Phone Number (701) 224-8063	
Site Address 4007 Southbay Drive Se		City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Mandan Baseball Club, Inc.		Rental Period 7/1/2019 to 6/30/2020		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ \$ 600.00	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>4</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ \$ 325.00	
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)					
Total Monthly Rent				\$ 925.00	

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title Marger	Date 7-22-19
Signature of Lessee 	Title President	Date 4-22-2019

(over)



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (____)____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Mandan Baseball Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Last Call Bar			
Street 118 W. Main Street	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Games will be conducted in bar area, excluding the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
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 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 **OR** 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) Last Call Bar, Inc.		Site Name Last Call Bar		Site Phone Number (701) 663-9211	
Site Address 118 W. Main Street		City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Mandan Baseball Club, Inc.		Rental Period 7/1/2019 to 6/30/2020		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ \$ 300.00	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 325.00	
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)					
Total Monthly Rent				\$ 625.00	

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>[Signature]</i>	Title X <i>President</i>	Date X <i>7-28-19</i>
Signature of Lessee <i>[Signature]</i>	Title <i>President</i>	Date <i>4-22-2019</i>

(over)



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (____)____
 Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **Mandan Baseball Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Silver Dollar			
Street 200 E. Main Street	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar area, excluding the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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 Licensing Section
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 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 **OR** 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) Silver Dollar Bar, Llc		Site Name Silver Dollar Bar		Site Phone Number (701) 663-5248	
Site Address 200 E. Main Street		City Mandan	State ND	Zip Code 58554	County Morton
Organization (Lessee) Mandan Baseball Club, Inc.		Rental Period 7/1/2019 to 6/30/2020		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>25.00 \$300 Av</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 300.00	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>4</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 325.00	
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)					
Total Monthly Rent				\$ 625.00	

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

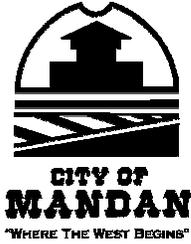
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title Owner	Date 3-21-19
Signature of Lessee 	Title President	Date 4-22-2019

(over)



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7, 2019
PREPARATION DATE: April 30, 2019
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, Engineering and Planning Director
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Consider Approval of Minor Plat for Canyon of the Willows Addition

STATEMENT/PURPOSE:

Consider Approval of Minor Plat for Canyon of the Willows Addition being a replat of Lots 3 & 8, Block 3 and part of the vacated alley right-of-way of Zachmeier's Subdivision.

BACKGROUND/ALTERNATIVES:

This property is located north of 27th St. N and west of N. 1806.

The applicant is proposing to combine Lots 3 and 8, Block 3 of Zachmeier's Subdivision for the construction of a single-family residence. The alley running between the two properties was vacated per document #422608. The residence will utilize rural water and a septic system, as water and sewer lines are more than 500 ft. from the property.

ATTACHMENTS:

1. Aerial
2. Proposed Minor Plat of Canyon of the Willows Addition

FISCAL/STAFF IMPACT: minimal

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

RECOMMENDATION: Recommend approval of Minor Plat for Canyon of the Willows Addition.

SUGGESTED ACTION: I move to approve the Minor Plat for Canyon of the Willows Addition.

EXHIBIT 1

Aerial of Proposed Minor Plat

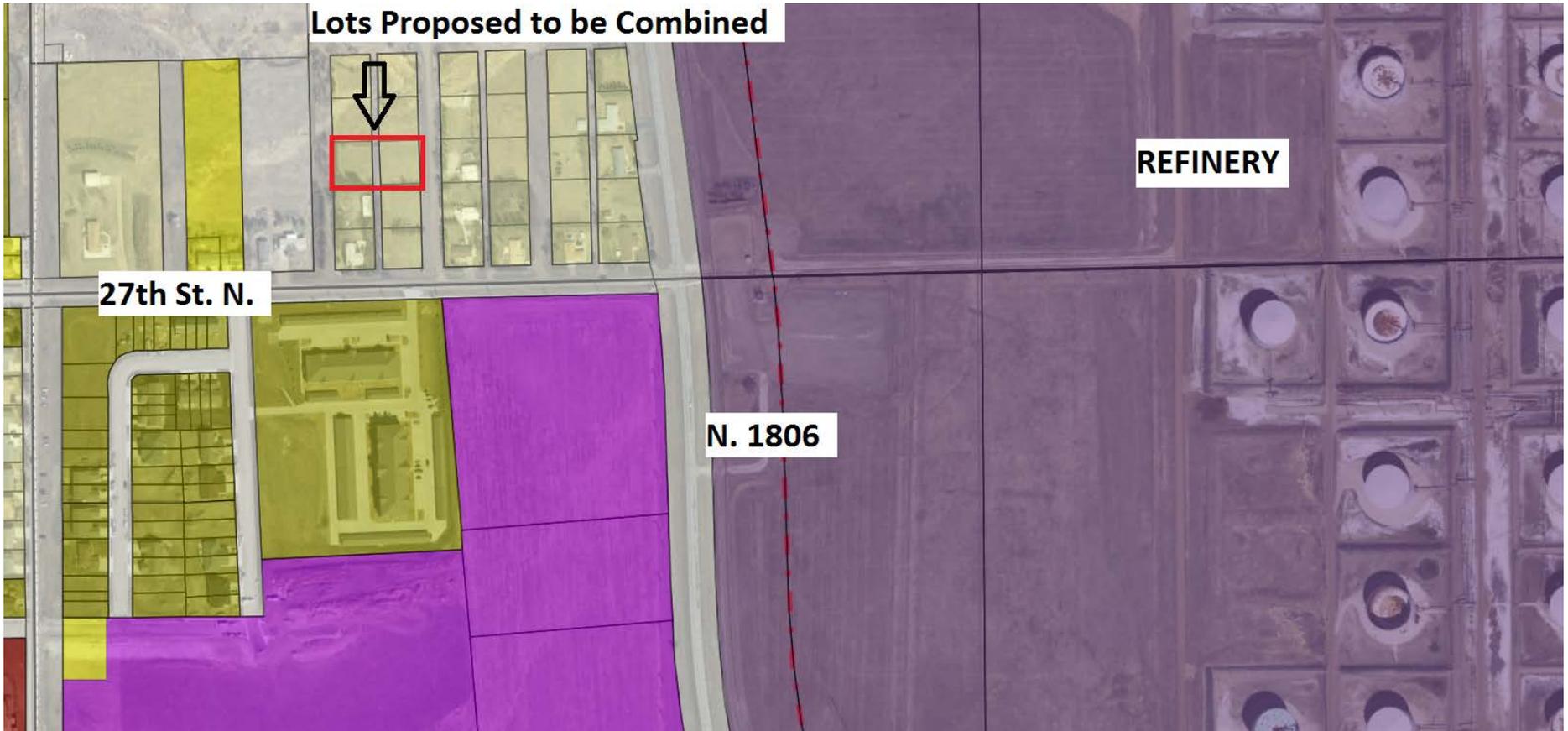


EXHIBIT 2

CANYON OF THE WILLOWS ADDITION BEING A REPLAT OF LOTS 3 & 8 BLOCK 3 AND PART OF THE VACATED ALLEY RIGHT-OF-WAY OF ZACHMEIER'S SUBDIVISION PART OF THE SW 1/4 OF SECTION 15, TOWNSHIP 139 NORTH, RANGE 81 WEST TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

DESCRIPTION

BEING A REPLAT OF LOTS 3 AND 8 BLOCK 3 AND PART OF THE VACATED ALLEY RIGHT-OF-WAY OF ZACHMEIER'S SUBDIVISION, PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 139 NORTH, RANGE 81 WEST, TO THE CITY OF MANDAN, MORTON COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 BLOCK 3 ZACHMEIER'S SUBDIVISION; THENCE NORTH 88 DEGREES 44 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 7 AND ITS EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 4 BLOCK 3 ZACHMEIER'S SUBDIVISION, A DISTANCE OF 240.04 FEET TO THE WEST LINE OF AVENUE C RIGHT-OF-WAY; THENCE SOUTH 01 DEGREE 14 MINUTES 42 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 119.21 FEET TO THE NORTH LINE OF LOT 2 BLOCK 3 ZACHMEIER'S SUBDIVISION; THENCE SOUTH 88 DEGREES 46 MINUTES 14 SECONDS WEST, ALONG SAID NORTH LINE AND ITS WESTERLY EXTENSION AND THE NORTH LINE OF LOT 9 BLOCK 3 ZACHMEIER'S SUBDIVISION, A DISTANCE OF 240.20 FEET TO THE EAST LINE OF AVENUE D RIGHT-OF-WAY; THENCE NORTH 01 DEGREE 09 MINUTES 59 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 119.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 28,607 SQUARE FEET, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, TERRY BALTZER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON APRIL 16, 2019, THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS SHOWN HEREON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

SWENSON, HAGEN & CO. P.C.
909 BASIN AVENUE
BISMARCK, NORTH DAKOTA
58504

TERRY BALTZER
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 3595



SCALE: 1"=40'

APRIL 22, 2019

⊙ MONUMENT IN PLACE

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS APPROVED THE GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF MANDAN, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE ANNEXED PLAT.

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE ____ DAY OF _____ 2019.

JIM NEUBAUER--CITY ADMINISTRATOR

TIM HELBLING--MAYOR

APPROVAL OF CITY ENGINEER

I, JUSTIN FROSETH, CITY ENGINEER OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "CANYON OF THE WILLOWS ADDITION", MANDAN, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JUSTIN FROSETH
CITY ENGINEER

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LARRY AND BERNADETTE LEINGANG, BEING THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HEREON HAS CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS "CANYON OF THE WILLOWS ADDITION", MANDAN, NORTH DAKOTA.

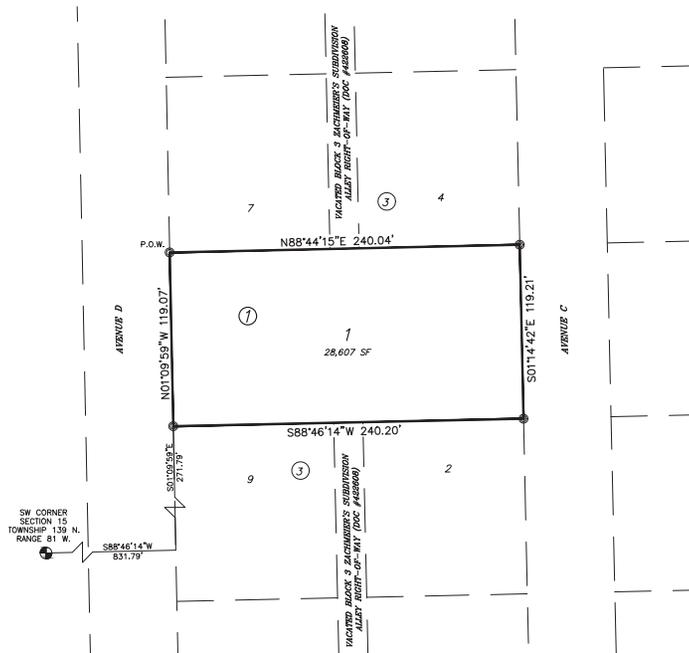
STATE OF NORTH DAKOTA)
COUNTY OF _____)SS

LARRY LEINGANG
1306 2ND ST SW
MANDAN, ND 58554

BERNADETTE LEINGANG
1306 2ND ST SW
MANDAN, ND 58554

ON THIS ____ DAY OF _____, 2019, BEFORE ME PERSONALLY APPEARED LARRY AND BERNADETTE LEINGANG, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE, AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____





Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7th, 2019
PREPARATION DATE: May 3, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: NDDOT Highway Closure Agreement

STATEMENT/PURPOSE: To consider approving of the agreement necessary for the DOT to allow the city to close state highways for events.

BACKGROUND/ALTERNATIVES: Primarily, this agreement is to allow the MPO to conduct their events on state highways, most notably Main Street, with the DOT's blessing. Individual permits will still need to be submitted to the city for the events that explains the details of the events to include road closures plus all the other event details. So long as the city follows the terms of this agreement, the DOT is satisfied.

ATTACHMENTS:

- 1) Agreement for Long-Term Temporary Highway Closure

FISCAL IMPACT: Minimal

STAFF IMPACT: Coordination and variable levels of involvement for each events' details necessary in order to satisfy the terms of this agreement.

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

RECOMMENDATION: Approve of the execution of the agreement with the DOT.

SUGGESTED MOTION: I move to approve of the Long-Term Temporary Highway Closure Agreement with the DOT.

NDDOT Contract No. 61190475

**North Dakota Department of Transportation
AGREEMENT FOR LONG-TERM TEMPORARY HIGHWAY CLOSURE**

In consideration of the mutual covenants contained herein, it is hereby agreed by and between the North Dakota Department of Transportation (NDDOT), whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Mandan, whose address is 205 2nd Ave NW Mandan ND 58554, as follows:

1. NDDOT hereby grants consent to the City to close any state highway within the City's jurisdiction. Each highway closure shall be reopened immediately after the conclusion of each event.
2. The City shall, within 48 hours of the anticipated closure, verbally notify and obtain the approval of the District Engineer.
3. The attached Risk Management Appendix is hereby incorporated and made a part of this agreement.
4. The City will obey and enforce all federal, state, and local laws.
5. The City shall set up a proper, adequate and safe closure and detour. The City shall be solely responsible for planning, constructing, maintaining, policing, and tearing down the closure and detour. All signing required for the closure and detour must meet the requirements of the Manual on Uniform Traffic Control Devices. The City agrees to inspect those portions of the highway to be used for activities associated with the highway closure.
6. The City acknowledges that the NDDOT has no duty to and will not provide for the supervision of activities associated with the highway closure.
7. The City shall return the segment of highway to substantially the same condition it was in prior to the closure and detour.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.
9. The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the parties.
10. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
11. This agreement may be terminated by the mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person. In addition, NDDOT reserves the right to terminate this agreement, with or without cause, upon written notice.



12. This contract shall be effective when signed by all parties and shall terminate on 12/31/2019.



EXECUTED the date last below signed.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of _____

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

**NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION:**

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1074 (Div. 70)
L.D. Approved 8-27-15



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09





Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7th, 2019
PREPARATION DATE: May 3, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: NDDOT Annual Maintenance Certification

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

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

ATTACHMENTS:

- 1) Maintenance Certification Form

FISCAL IMPACT: Minimal

STAFF IMPACT: Minimal

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

RECOMMENDATION: Recommend approval of annual Maintenance Certification Agreement.

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

**MAINTENANCE CERTIFICATION
URBAN FEDERAL AID PROJECT**

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

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

Approved as to form:

City Attorney (Type or print)
Signature

City of
Date

City Auditor (Type or print)
Signature

Mayor or President City Commission (Type or print)
Signature

Recommended for approval

City Engineer (Type or print)
Signature



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7, 2019
PREPARATION DATE: May 3, 2019
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Subordination Agreement Library Square I

STATEMENT/PURPOSE: To consider subordinating a Community Development Block Grant (CDBG) loan on Library Square I, to a new lender.

BACKGROUND/ALTERNATIVES: Library Square I is nearing the end of its Low Income Housing Tax Credit (LIHTC) compliance period. Gary Stenson with MetroPlains will be refinancing the project with HUD, keeping it affordable but taking out CommunityWorks North Dakota as a partner and also taking out the limited partner investor.

There is currently a CDBG loan on the property that is forgivable (see Section E of the attached promissory note) if the property stays affordable until maturity. As this was CDBG, the City of Mandan is the lender. Funds for this loan come through the CDBG program with the City of Mandan as the pass through entity.

This loan does not need to be repaid if they stay in compliance, Mr. Stenson would like to keep it in place. However, to do so the City of Mandan will need to subordinate the loan to the new lender.

As the project is not taking on any additional debt the collateral position of the note will remain strong as the first mortgage will be \$2 million dollars on a building valued around \$6 million

ATTACHMENTS: GLS Properties Subordination Agreement, Promissory Note

FISCAL IMPACT: n/a

STAFF IMPACT: minimal

LEGAL REVIEW: Attorney Brown has reviewed and has no issues.

RECOMMENDATION: I recommend approval of the subordination agreement for Library Square I.

SUGGESTED MOTION: I move to approve the subordination agreement for Library Square I.

\Subordination Agreement

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 06/30/2017)

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Project Name: Library Square Apartments
HUD Project No: 094-11022

THIS **SUBORDINATION AGREEMENT ("Agreement")** is entered into this ____ day of _____, 2019, by and among (i) Wells Fargo Bank, National Association, a national banking association ("**Senior Lender**"), (ii) City of Mandan, a municipal corporation ("**Subordinate Lender**"), and (iii) MDI Limited Partnership #81, a North Dakota limited partnership ("**Borrower**").

Recitals

WHEREAS, Borrower is the owner of that certain 46-unit residential rental development known as "Library Square Apartments" ("**Project**"), located at 100 1st Street NW, Mandan, ND 58554. Senior Lender has made or is making the senior mortgage loan as described on Schedule A hereto ("**Senior Indebtedness**") to Borrower in the original principal amount(s) as shown on Schedule A, evidenced by the Note described in Schedule A ("**Senior Note**"), and secured by, among other things, the Security Instrument as described in Schedule A (collectively, "**Senior Security Instrument**"), covering the property described in Exhibit A attached hereto together with all improvements thereon and personal property used relative thereof, all as more particularly described in the Senior Security Instrument ("**Mortgaged Property**").

WHEREAS, Subordinate Lender made a subordinate loan to Borrower in the amount of \$350,117.33 ("**Subordinate Loan**"), pursuant to the Subordinate Loan Documents as defined below, and secured by, among other things, a mortgage lien against the Mortgaged Property.

WHEREAS, Senior Lender, with the approval of the U.S. Department of Housing and Urban Development ("**HUD**"), has agreed to permit Subordinate Lender to keep the Subordinate Loan outstanding and maintain a subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement and in accordance with Program Obligations. "**Program Obligations**" means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that

such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Agreement rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website:

(<http://www.hud.gov/offices/adm/hudclips/index.cfm>, or a successor location to that site).

NOW, THEREFORE, in order to induce Senior Lender to permit Subordinate Lender to keep outstanding the Subordinate Loan to Borrower and to place a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

(a) "**Affiliate**" is defined in 24 C.F.R. 200.215, or any successor regulation.

(b) "**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

(c) "**Borrower**" means all entities identified as "Borrower" in the first paragraph of this Agreement, together with any successors, heirs, and assigns (jointly and severally). Borrower shall include any entity taking title to the Mortgaged Property, whether or not such entity assumes the Senior Note, provided that the term "Borrower" shall not include Senior Lender in the event that Senior Lender may acquire title to the Mortgaged Property. Whenever the term "Borrower" is used herein, the same shall be deemed to include the obligor of the debt secured by the Senior Security Instrument.

(d) "**Business Day**" means any day other than Saturday, Sunday or any other day on which Senior Lender or HUD is not open for business.

(e) "**Covenant Event of Default**" is defined in the Senior Security Instrument.

(f) "**Entity**" means an estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

(g) "**Monetary Event of Default**" is defined in the Senior Security Instrument.

(h) "**Non-Project Sources**" means any funds that are not derived from Project Sources.

(i) "**Project Sources**" means the Mortgaged Property (as defined in the Senior Security Instrument), any proceeds of the Senior loan, and any reserve or

deposit made with Senior Lender or any other party as required by HUD in connection with the Senior loan.

(j) "Senior Indebtedness" means all present and future indebtedness, obligations, and liabilities of Borrower to Senior Lender under or in connection with the Senior loan or Senior Loan Documents.

(k) "Senior Lender" means the Entity named as such in the first paragraph on page 1 of this Agreement, its successors and assigns.

(l) "Senior Loan Documents" means the Senior Note, the Senior Security Instrument, and the Regulatory Agreement between Borrower and HUD, as such documents may be amended from time to time and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Senior Indebtedness.

(m) "Senior Security Instrument Default" means a "Monetary Event of Default" or a "Covenant Event of Default" as defined in the Senior Security Instrument.

(n) "Subordinate Indebtedness" means all present and future indebtedness, obligations, and liabilities of Borrower to Subordinate Lender under or in connection with the Subordinate Loan or the Subordinate Loan Documents.

(o) "Subordinate Lender" means the Entity named as such in the first paragraph on page 1 of this Agreement.

(p) "Subordinate Loan Documents" means the Subordinate Notes, the Subordinate Mortgage, and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as identified in Schedule B.

(q) "Subordinate Loan Enforcement Action" means the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Notes or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

(r) "Subordinate Mortgage Default" means any act, failure to act, event, conditions, or occurrence which allows (but for any contrary provision of this Agreement), or which with the giving of notice or the passage of time, or both, would allow (but for any contrary provision of this Agreement), Subordinate Lender to take a Subordinate Loan Enforcement Action.

(s) "Surplus Cash" is defined herein to mean the same as that term is

defined in the Regulatory Agreement between Borrower and HUD.

2. Permission to Allow Mortgage Lien Against Mortgaged Property.

Senior Lender consents, subject to the provisions of this Agreement, to the Subordinate Mortgage and other recorded Subordinate Loan Documents against the Mortgaged Property (which are subordinate in all respects to the lien of the Senior Security Instrument) to secure Borrower's obligation to repay the Subordinate Notes and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan. Such consent is subject to the condition that each of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are true and correct on the date of this Agreement. If any of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are not true and correct on the date of this Agreement, the provisions of the Senior Loan Documents applicable to unpermitted liens on the Mortgaged Property shall apply.

3. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and, with respect to subsections (a) through (d) below, Subordinate Lender each make the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents. The Subordinate Loan is evidenced by the Subordinate Notes and is secured by the Subordinate Mortgage.

(b) Terms of the Subordinate Loan. The original principal amount of the Subordinate Notes is \$350,117.33. Interest on the Subordinate Notes accrues monthly at the rate of 1% per annum. The Subordinate Notes are due and payable in full on July 16, 2032 ("Maturity"). The principal of the Subordinate Notes will have a balloon principal payment of all principal and accrued interest due at Maturity, provided, however, that if no default or premature sale occurs as provided in the promissory note, then at the end of the term of the promissory note, it shall be deemed fully paid. The promissory note evidencing the Subordinate Notes does not obligate Borrower to make payments until the Maturity. As long as HUD is the insurer or holder of the Senior Note on FHA Project No. 094-11022, any payments due from project income under the Subordinate Notes shall be payable only (i) from permissible distributions from Surplus Cash of the Project; but in no event greater than seventy-five percent (75%) of the total amount of Surplus Cash; or (ii) from monies received from Non-Project Sources. No prepayment of the Subordinate Notes shall be made until after final endorsement by HUD of the Senior Note, unless such prepayment is made from Non-Project Sources and is approved in writing by HUD. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Borrower to pay the indebtedness evidenced by the Subordinate Notes.

(c) Relationship of Borrower to Subordinate Lender. Subordinate Lender is not an Affiliate of Borrower.

(d) **Term.** The term of the Subordinate Notes ends on July 16, 2032.

(e) **Subordinate Loan Documents.** The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, HUD prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(f) **Senior Loan Documents.** The executed Senior Loan Documents are the same forms as approved by HUD prior to the date of this Agreement. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

4. Deliveries.

Borrower shall submit the following items to Senior Lender and HUD.

(a) **Title Evidence.** Evidence of title (title policy or title policy endorsement, as appropriate) insuring the lien of the Senior Security Instrument which insures that (i) the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Mortgage, and (ii) this Agreement has been recorded among the applicable land records.

(b) **Certification.** A certification from Borrower and Subordinate Lender to HUD that the Subordinate Loan Documents do not contain any changes from the Subordinate Loan Documents submitted to, and approved by, HUD, before the date of this Agreement.

(c) **Loan Documents.** A complete set of the Subordinate Loan Documents.

5. Terms of Subordination.

(a) **Agreement to Subordinate.** Senior Lender and Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Security Instrument, or

(2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property). Subordinate Lender agrees to extinguish and release its lien on any and all Mortgaged Property in the event Senior Lender, HUD, or a designee of either acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure.

(b) Subordination of Subrogation Rights. Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Security Instrument Default. Until Subordinate Lender receives a default notice of a Senior Security Instrument Default from Senior Lender, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents provided that such payments are otherwise permitted under the terms of this Agreement.

(d) Payments After Senior Security Instrument Default. Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Security Instrument Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a default notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Project Sources on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) unless either (i) such payment is being made solely from Non-Project Sources or (ii) such payment is made with Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Security Instrument Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 5 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new default notice from Senior Lender in accordance with the provisions of this Section 5(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after Subordinate Lender receives a default notice from Senior Lender in accordance with subsection (d) above, Subordinate Lender receives any payments under the Subordinate Loan Documents (other than payments permitted under subsection (d)

above), Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 5, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Mortgage Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any Bankruptcy Proceeding with respect to Borrower, without Senior Lender's prior written consent.

6. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. Subordinate Lender shall deliver to Senior Lender a default notice within five Business Days in each case where Subordinate Lender has given a default notice to Borrower. Failure of Subordinate Lender to send a default notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the opportunity, but not the obligation, to cure any Subordinate Mortgage Default within 60 days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents, subject to the limitations set forth in Section 6(b) below.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender. If a Subordinate Mortgage Default occurs and is continuing, Subordinate Lender agrees that it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents with respect to the Mortgaged Property, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder without Senior Lender's prior written consent. However, the preceding sentence shall not (i) limit Subordinate Lender's right to bring an action seeking recovery solely from Non-Project Sources or (ii) preclude Subordinate Lender from exercising or enforcing all the rights available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable law to enforce covenants

and agreements of Borrower relating to income, rent or affordability restrictions.

7. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. Senior Lender shall deliver to Subordinate Lender a default notice within five Business Days in each case where Senior Lender has given a default notice to Borrower (provided that Senior Lender shall have no liability to Borrower, Subordinate Lender or to any other Entity for failure to timely give such notice). Failure of Senior Lender to send a default notice to Subordinate Lender shall not prevent the exercise of Senior Lender's right and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. Borrower agrees that Subordinate Lender shall have the opportunity, but not the obligation, to cure either a Monetary Event of Default or a Covenant Event of Default within 30 days following the date of such notice, or any time prior to an assignment of the Senior Security Instrument from Senior Lender to HUD, whichever date is later. Subordinate Lender acknowledges that Senior Lender shall be entitled during such period described above to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender shall have the opportunity to cure a Covenant Event of Default during such period described above so long as there is no Monetary Event of Default under the Senior Loan Documents. All amounts paid by Subordinate Lender to Senior Lender to cure any default under the Senior Loan Documents shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

(b) Cross Default. Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Security Instrument Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents.

8. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; and (b) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be; give Borrower the right to notice of any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents, as applicable; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

9. Rights and Obligations of Subordinate Lender under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Security Instrument Defaults pursuant to Section 7(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "Casualty"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(1) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by or with the written consent of Senior Lender; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (to payment of the costs and expenses of repair and restoration and/or to payment of the Senior Security Instrument) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Security Instrument, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Security Instrument shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents. Any proceeds then remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents shall be paid by the Subordinate Lender to Borrower.

(c) No Modification of Subordinate Loan Documents. Borrower and Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

10. Modification of Senior Loan Documents; Refinancing of Senior Indebtedness.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money, provided however, there shall be no modification of the Senior Loan Documents without the consent of the Subordinate Lender if such modification would increase the principal amount of the Senior Indebtedness beyond the original principal amount of the Senior Indebtedness (excluding any amounts having been advanced by Senior Lender for the protection of its security interest pursuant to the Senior Loan Documents), increase the interest rate of the Senior Indebtedness, or decrease the original maturity term of the Senior Indebtedness.

Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness in accordance with Program Obligations (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Indebtedness, the Senior Note, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the indebtedness related to the refinance loan, the refinance note, the security instrument securing the refinance note, all documents evidencing, securing or otherwise pertaining to the refinance note and the holder of the refinance note, provided however, there shall be no refinancing of the Senior Indebtedness without the consent of the Subordinate Lender if such refinancing would increase the principal amount of the Senior Indebtedness beyond the original principal amount of the Senior Indebtedness (excluding any amounts having been advanced by Senior Lender for the protection of its security interest pursuant to the Senior Loan Documents), increase the interest rate of the Senior Indebtedness, or decrease the original maturity term of the Senior Indebtedness.

11. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting Lender shall have the right to all available legal and equitable relief.

12. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which Senior Lender or Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating next Business Day delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two Business Days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Wells Fargo Bank, National Association
1751 Pinnacle Drive, 7th Floor
McLean, Virginia 22102

With a copy to:

U.S. Department of Housing and Urban Development
Director - Office of Multifamily Asset Management
Room 6160
451 Seventh Street, S.W.
Washington, DC 20410

SUBORDINATE LENDER:

City of Mandan
205 2nd Ave. NW
Mandan, ND 58554

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

13. General.

(a) Assignment/Successors. This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of Senior Lender and Subordinate Lender.

(b) No Partnership or Joint Venture. Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of any other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances; UCC Financing Statements. Subordinate Lender, Senior Lender and Borrower each agree, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Loan Documents are subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement. Senior Lender is hereby authorized to file any and all UCC financing statement amendments required to reflect the priority of the Senior Indebtedness.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Mortgaged Property is located, except as, so long as the Senior loan is insured or held by HUD, and solely as to rights and remedies of HUD, federal jurisdiction may be appropriate pursuant to any federal requirements. The State courts, and with respect to HUD's rights and remedies, federal courts, and governmental authorities in the State in which the Mortgaged Property is located, shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Subordinate Loan Documents. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue

of domicile, habitual residence or otherwise.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 5 hereof; (iii) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure; or (iv) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement. Notwithstanding the foregoing, in the event the Senior Indebtedness is refinanced, the term of this Agreement shall continue and the Subordinate Indebtedness and Subordinate Loan Documents shall be subordinate to any such indebtedness related to the refinance loan as provided in Section 10 above.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

Each signatory below hereby certifies that each of their statements and representations contained in this Agreement and all their supporting documentation thereto are true, accurate, and complete. This Agreement has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

[Signature Page to Follow]

Exhibit A

South Nine Feet (S9') of Lot (2) and all of Lots Three (3), Four (4), Five (5) and Six (6), Block Twenty-two (22), Original Town, Now city of Mandan, Morton County, North Dakota; TOGETHER WITH the East Half of the vacated alley within said Block Six (6), which lies westerly of and conterminous with the parcel herein described.

Together with the rights contained in the Mutual Easement and Shared Use Agreement for Library Square Phases I and II dated 8/1/2008, by and between MDI Limited Partnership #100 and MDI Limited Partnership #81, recorded 10/15/2008 as Instrument No. 418163 of Official Records.

Schedule A

Senior Indebtedness

1. Senior Indebtedness: \$2,000,000.00 first priority mortgage loan from Wells Fargo Bank, National Association to MDI LIMITED PARTNERSHIP #81, a North Dakota limited partnership evidenced by the Senior Note, and secured by, among other things, the Senior Security Instrument.
2. Senior Note: Note (Multistate) dated _____ 1, 2019 in the original principal amount of \$2,000,000.00 payable by MDI LIMITED PARTNERSHIP #81, a North Dakota limited partnership to Wells Fargo Bank, National Association.
3. Senior Security Instrument: Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (North Dakota) dated _____ 1, 2019 by MDI LIMITED PARTNERSHIP #81, a North Dakota limited partnership, as Borrower, to Wells Fargo Bank, National Association, as Lender, recorded in the Office of the County Recorder of Morton County, North Dakota contemporaneously with this Subordination Agreement.

Schedule B**Subordinate Indebtedness**

1. Promissory Note dated July 7, 2003 in the original principal amount of \$350,117.33 payable by MDI LIMITED PARTNERSHIP #81, a North Dakota limited partnership to the City of Mandan, a Municipal Corporation.
2. Mortgage Short-Term Mortgage Redemption, dated July 7, 2003 by MDI LIMITED PARTNERSHIP #81, a North Dakota limited partnership, as Borrower, to the City of Mandan, as Lender, recorded in the Office of the County Recorder of Morton County, North Dakota on September 19, 2003 as Document No. 383632.
3. Mortgage Short-Term Mortgage Redemption, dated July 7, 2003 by MDI LIMITED PARTNERSHIP #81, a North Dakota limited partnership, as Borrower, to the City of Mandan, as Lender, recorded in the Office of the County Recorder of Morton County, North Dakota on January 29, 2003 as Document No. 377675.

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Date: July 7, 2003

Loan Amount: \$ 350,117.83

PROMISSORY NOTE

FOR VALUE RECEIVED, MDI Limited Partnership #81, the undersigned (herein "borrower" whether one or more parties) jointly and severally promise to pay to the order of the CITY OF MANDAN, a Municipal Corporation, a corporation under the laws of the State of North Dakota, whose post office address is 205 2nd Ave NW, Mandan, North Dakota 58554, or at such other place as may be designated from time to time by the holder of this note, the principal sum of Three Hundred Fifty Thousand One Hundred Seventeen Dollars and 33/100 (\$350,117.33) (herein "Loan Amount") with interest to maturity at the rate of one percent (1%) per annum, simple interest, (Actual/360 basis) on the balance remaining for time unpaid. The term of this Note shall be thirty (30) years from the date hereof, with annual principal and interest payments deferred for said thirty (30) year period and one (1) balloon payment due at the end of the thirty-year period, which shall end July 1, 2032. (See amortization schedule attached hereto and incorporated herein as Exhibit I)

- A. This Note is secured by a mortgage in the amount of \$250,000.00 dated August 16, 2002 and a mortgage in the amount of \$100,117.33 dated _____ upon the property (herein "property") of the Borrower, legally described in Exhibit II attached hereto and incorporated herein. The funds borrowed hereunder are provided to the Borrower as part of the participation by Borrower in the following described housing subsidy program.

The Community Development Block Grant Funding Program established to Title I of the Housing and Community Development Act of 1974 (24 CFR part 570)(hereinafter referred to as "CDBG").

- B. The obligation of the undersigned to make repayment of the Loan Amount, as evidenced by this Note, is secured by all existing and future security agreements, real estate mortgages, contract assignments and any other loan documents between the undersigned and the CITY OF MANDAN, and payment may be accelerated according to any such documents upon a condition of default existing therein. The agreement between the CITY OF MANDAN and

Borrower, as set forth in the listed documents, constitutes the entire agreement between parties. No waiver, consent, modification or change of any term of this agreement is effective unless in writing and signed by both parties. There are not understandings, agreements or representation, oral or written, not specified within these documents. The provisions of the Mortgage are hereby incorporated by reference into this note and fully as if set forth at length and detail herein.

- C. If the undersigned breaches any of the covenants or agreement contained in the Promissory Note, or in any of the documents referred to in paragraph B above, and such breach constitutes a condition of default, or if default is made in the terms of payment of the Notes secured by superior mortgage in favor of Midland Affordable Housing Group Trust, whose post office address is 7125 Orchard Lake Road, Suite 204, West Bloomfield, MI 48322-3618, then and in any event a default existing, the Loan Amount shall become immediately due and payable without notice at the option of the holder of this Note, and thereupon the undersigned agrees to pay all costs of collection including all reasonable attorney's fees. Failure to exercise this option shall not constitute a waiver of the right to declare the sum due and payable at once at any other subsequent time.
- D. In the event that the Borrower were to sell the Property without the prior written consent of the CITY OF MANDAN, or contrary to any of the Loan Documents entered into by the Borrower simultaneously herewith, the Loan Amount is also to be repaid to the CITY OF MANDAN.
- E. If a default or premature sale does not occur as hereinabove provided, then at the end of the term of this Promissory Note it shall be deemed as fully paid, and shall be returned to the undersigned.
- F. No Partner, either general or limited, or any of their Affiliates, shall have any personal liability for the payment of all or any part of the indebtedness of this promissory Note secured by a mortgage and or security agreements attached to said note. The sole recourse of this Note by Lender shall be the assets of the Partnership securing the indebtedness.

G. MISCELLANEOUS

(1) Successors Bound. This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Owner, the Lender and the CITY OF MANDAN, and its respective grantees heirs, personal representatives, successors and assigns of all or any of them, or any interest(s) therein for the term specified hereinabove in Section 1.

(2) Additional Documents. The Owner shall submit any other information, documents or certifications requested by the CITY OF MANDAN, which the CITY OF MANDAN deems reasonable necessary to substantiate the Owner's continuing compliance with any other government programs.

(3) Severability. The invalidity of any clause, part or provision of this agreement shall not affect the validity of the remaining portions thereof.

(4) Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses shown herein, or to such other place as a party may from time to time designate in writing to the other.

(5) Applicable Laws. This Agreement is governed by the laws of the State of North Dakota.

(6) Assignment or Transfer. Owner may not assign or otherwise transfer or delegate any right or duty without the express written consent of the CITY OF MANDAN.

(7) Waivers. This Agreement may not be waived, altered, modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

(8) Compliance. Owner agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to non-discrimination, accessibility and civil rights. Owner

This document has been approved by and meets to the satisfaction of the Board of Commissioners of the City of Mandan.



Ken Lamont, Mayor

Attested to by:



Jim Neubauer, City Administrator

This document has been approved by and meets to the satisfaction of Lewis and Clark CommunityWorks, a North Dakota Non-profit Corporation.

LEWIS AND CLARK COMMUNITYWORKS

Date: 7/7/03

By: 

Paul Rechlin, Executive Director

MORTGAGE

SHORT-TERM MORTGAGE REDEMPTION

THIS MORTGAGE is made this 7th day of July, 2003, by MDI LIMITED PARTNERSHIP #81, a North Dakota limited partnership (herein "Mortgagor"), whose post office address is 1600 University Avenue, Suite 212, St. Paul, Minnesota 55104-3825, and the CITY OF MANDAN, a Municipal Corporation, a corporation under the laws of the State of North Dakota whose post office address is 205 2nd Avenue NW, Mandan, North Dakota 58554 (herein "Mortgagee").

WITNESSETH, that, in consideration of the sum of One Hundred Thousand One Hundred Seventeen Dollars and 33/100-----(\$100,117.33) and paid to the Mortgagor, and for other good and valuable consideration, the receipt and sufficiency of which sum and consideration is hereby acknowledged, the Mortgagor does hereby mortgage, bargain, sell, grant and convey unto the Mortgagee, its successors and assigns, forever, all the tract(s) or Parcel(s) of land (herein "Land") together with all the rents issues, profits, proceeds, and all other interests now and hereafter pertaining to the Land or any improvements and fixtures thereon (all of the foregoing, together with the Land, are herein "Mortgage Property") located in Mortgage County, North Dakota and being more particularly described as:

South Nine (9) feet of Lot Two (2), and all of Lots Three (3), Four (4), Five (5), and Six (6) in Block Twenty-Two (22) of Mandan Proper including the alley adjacent to said lots, if vacated by the Board of City Commissioners subject to the required hearing and notice, all in the City of Mandan, Morton County, North Dakota.

TO HAVE AND TO HOLD, the Mortgaged Property unto the Mortgagee, its successors and assigns.

PROVIDED, HOWEVER, that if the Mortgagor (i) shall pay to the Mortgagee when due the sum of One Hundred Thousand One Hundred Seventeen Dollars and 33/100— (\$100,117.33) in accordance with the terms of the Promissory Note (herein "Note") of Mortgagor of even date herewith payable to the order of the Mortgagee, with interest to maturity at the rate of One (1%) percent per annum, which note is payable according to its terms, due July 16, 2032 (ii) shall also pay all other sums, as may be payable by the Mortgagor to the Mortgagee in accordance with the Mortgage or the payment of which may now or hereafter be secured by this mortgage (herein "Indebtedness"), then this Mortgage shall be satisfied.

THE MORTGAGOR warrants and covenants that the Mortgagor is lawfully seized in fee simple of the Mortgaged Property which is real property, that the Mortgagor has the right and power to mortgage and convey the Mortgaged Property, that the Mortgaged Property is free from all liens, security interest and encumbrances, except certain superior mortgages to be recorded in favor of Midland Affordable Housing Group Trust whose post office is 7125 Orchard Lake Road, Suite 204, West Bloomfield, MI 48322-3618.

MORTGAGOR further warrants and covenants that the Mortgagee shall quietly enjoy and possess the Mortgage Property; that the Mortgagor will warrant and defend the title to the Mortgage Property against all claims, whether now existing or hereafter arising; and that all buildings, improvements and fixtures now or hereafter located on the Land are, or will be located entirely within the boundaries of the Land. The foregoing warranties and all warranties and covenants contained in any other written document or agreement incorporated herein shall survive foreclosure of this mortgage and shall run with the Land.

THE PARTIES AGREE THAT THE PROVISIONS OF THE SHORT-TERM MORTGAGE REDEMPTION ACT SHALL GOVERN THIS MORTGAGE.

The Mortgagor further covenants and agrees as follows:

1. PAYMENT OF INDEBTEDNESS AND COMPLIANCE WITH OTHER AGREEMENTS. The Mortgagor will pay promptly when due the Promissory Note and all other Indebtedness, at the stated due date or

maturity date, or earlier in the event of acceleration of the mortgage. The Mortgagor will promptly and faithfully observe all of their obligations and will permit or suffer no default or event of default to occur, under this Mortgage or Promissory Note secured hereby, of even date herewith, between Mortgagor and Mortgagee, filed and of record in the Office of the County Recorder of Morton County, North Dakota, or under any other agreement now in effect or hereafter made between Mortgagor and Mortgagee with respect to the transaction evidenced by the Promissory Note and Mortgage. The provisions of the Promissory Note and the Agreements itemized in this paragraph are hereby incorporated by reference into this Mortgage, as fully as if set forth at length and in detail herein.

2. COMPLIANCE WITH LAWS. The improvements made and to be made upon the Land above described and together with all plans and specifications comply with all municipal ordinances and with all rules of the applicable fire rating or inspection organization, bureau, association or office which are now or may hereafter become applicable.

3. USE OF MORTGAGE PROPERTY. Mortgagor will use the Mortgage Property as an affordable rental housing development. Mortgagor will not permit or suffer the use of any of the Mortgaged Property for any purpose other than the use for which the same is intended at the time of execution of this Mortgage which purpose is set forth above. The Mortgagor will keep the buildings and other improvements now hereafter erected on the Land in good repair and ordinary condition depreciation excepted. The Mortgagor will not commit or permit waste, will not permit the Mortgaged Property to become or be operated as a nuisance. In the event of the failure of the Mortgagor to keep the buildings or other improvements in good repair, the Mortgagee may make such repairs at Mortgagor's expense as in Mortgagor's sole discretion it may deem necessary for such repairs, the cost of which shall be due and payable on demand, and shall be fully secured by this Mortgage. The Mortgagor will not remove from the Land and fixtures or personal property included in the Mortgage property unless the same is immediately replaced with like property, also subject to the lien and security interest of this Mortgage, of at least equal value and utility. The Mortgagor will comply with all present and future laws, ordinances, regulations and requirements of any governmental body applicable to the Mortgaged Property and to the occupancy thereof.

4. MORTGAGOR'S DUTY TO PAY TAXES. The Mortgagor agrees to promptly pay all ground rents, taxes, assessments, and other governmental or municipal charges, fines or impositions, levied upon the Mortgaged Property.
5. INSURANCE. The Mortgagor shall continuously maintain hazard insurance or such type or types and in such amount(s) as the Mortgagee may require from time to time on the Mortgaged Property.
6. NO SALE OR LEASE. It is hereby expressly agreed by the Mortgagor that the Mortgagor shall not sell, lease or otherwise encumber the Mortgaged Property or permit the assumption of this Mortgage without the express written consent of the Mortgagee, by its Authorized Officer, which consent will only be given in cases of:
 - a. Grant of easements, licenses or rights-of-way over, under or upon the Mortgaged Property which, in the opinion of the Mortgagee, do not destroy or diminish its usefulness for the purpose intended;
 - b. Sale to another eligible Mortgagor, approved by resolution of the Mortgagee, who assumes all obligations of the original Mortgagor under the Mortgage and the incorporated and accompanying documents, in which case the Mortgagee may, in its sole discretion, release the original Mortgagor.

It is acknowledged by and between the parties, that the premises described herein shall be used as and for affordable housing and that individual apartments contained herein shall be rented to qualifying individuals.

If the Mortgage Property is sold without the express written consent of the Mortgagee, the outstanding principal balance may at the option of the Mortgagee be declared immediately due and payable upon sixty (60) days notice to the Mortgagor, and this Mortgage foreclosed as provided in the North Dakota Short-Term Mortgage Redemption Act.

7. INSPECTIONS. The Mortgagee, or its agents, at any and all reasonable times may enter upon the Mortgaged Property for the purposes of inspection. The Mortgagee shall have no duty to make such inspection and shall not be liable to the Mortgagor or any person in possession if it makes or does not make such inspection.

8. EVENTS OF DEFAULT. Each of the following occurrences shall constitute an event of default hereunder (herein "Event Of Default"):
- a. The Mortgagor shall fail to pay the Note in accordance with its terms or shall fail to perform or observe any of the covenants or commitments contained in the Mortgage which are stated in paragraph 1, or in any other agreement incorporated herein, and such failure shall continue for thirty (30) calendar days (or with respect to other agreements incorporated herein, such failure shall not be cured within the number of days specified therein in specified therein);
 - b. Any warranty of title made by the Mortgagor in this Mortgage shall be breached or broken.
 - c. Any representation or warranty by the Mortgagor in any of the agreements identified or referred to in paragraph 1 or in any financial statements or reports submitted to the Mortgagee by or on behalf of the Mortgagor shall prove false or materially misleading.
9. ACCELERATION: FORECLOSURE. Upon the occurrence of any Event of Default or at any time thereafter until such Event of Default is cured to the written satisfaction of the Mortgagee, the Mortgagee may, at its option, upon twenty (20) days notice to the Mortgagor, exercise one or more of the following rights and remedies available to it:
- a. The Mortgagee may declare immediately due and payable all Indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without notice or demand; and
 - b. The Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage pursuant to the statutes of the State of North Dakota, power being expressly granted to sell the Mortgaged Property at public auction (with the option being granted to the Mortgagee to set forth conditions to such sale including covenants of the Mortgagor contained herein or documents referred to herein relating to the use of the Mortgaged property) and convey the same

to the purchaser in fee simple (with or without such conditions or restrictive covenants) and, out of the proceeds arising from such sale, to pay all Indebtedness secured hereby with interest, and all legal costs and charges of such foreclosure and attorney's fees as permitted by statute, which costs, charges and fees the Mortgagor agrees to pay.

10. NOTICES. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the address shown herein, or to such other place as the parties may from time to time designate in writing to the other.
11. GOVERNING LAW: SEVERABILITY. This mortgage shall be governed by the laws of the State of North Dakota. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect any other provisions of this Mortgage which can be given effect without the conflicting provisions, and to this end, the provisions of the Mortgage are declared to be severable.
12. MISCELLANEOUS RIGHTS OF MORTGAGEE. Any personal property remaining upon the Mortgaged Property being possessed or occupied by the Mortgagee or its agent following foreclosure of this Mortgage or under any deed in Lieu of foreclosure, shall be conclusively presumed to be abandoned by the Mortgagor, and the Mortgagor covenants that Mortgagor will upon written request of Mortgagee execute a bill of sale transferring title to such personal property to Mortgagee.
13. MORTGAGOR AND MORTGAGEE agree to execute and deliver any instruments in writing necessary to carry out any Agreement, term, condition or assurance in this Mortgage whenever occasion shall arise and reasonable request for such Instruments shall be made.
14. INDEMNITY. Mortgagor shall comply with all applicable federal, state, and local laws rules and ordinances at all times in the performance of this agreement, and shall conduct its activities so as not to endanger any person or property. Mortgagor agrees to indemnify and save and hold harmless the City of Mandan, its agencies, officers, employees, from any and all claims of any nature, including claims of employees or agents of the

Mortgagor, resulting from or arising out of the activities of Mortgagor, its subcontractors, agents, officers or employees.

- 15. No superior mortgage or note will be modified without written notice to the Mortgagee.
- 16. No partner, either general or limited, shall have any personal liability for the payment of all or any part of the above referenced indebtedness secured by this Mortgage and the Note of the same date.

IN WITNESS WHEREOF, the Mortgagor has duly executed this Mortgage the day and year first above written.

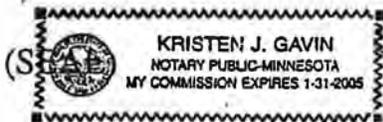
MDI LIMITED PARTNERSHIP #81
A North Dakota Limited Partnership

By: METROPLAINS PROPERTIES, INC.
A Minnesota Corporation
General Partner

By: *Gary L. Stenson*
METROPLAINS PROPERTIES, INC., GENERAL PARTNER
BY: GARY L. STENSON, VICE PRESIDENT/SECRETARY

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

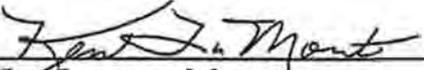
On this 7th day of July, 2003, before me, a Notary Public in and for the State of Minnesota, personally appeared Gary L. Stenson known to me to be the Mortgagor and acknowledged to me that such he has executed the foregoing instrument.



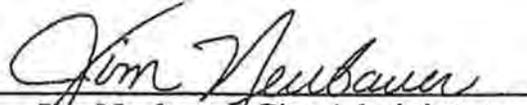
[Signature]
Notary Public

My commission expires: 1-31-05

Signed this 3 day of July, 2003 by Ken Lamont, Mayor, City of Mandan and attested to by Jim Neubauer, City Administrator, as Mortgagee.



Ken Lamont, Mayor



Jim Neubauer, City Administrator

This document has been approved by and meets to the satisfaction of Lewis and Clark Community Works, A North Dakota Non-Profit Corporation.

LEWIS AND CLARK COMMUNITYWORKS
A North Dakota Non-Profit Corporation

Dated 7/7/03 By: 

Paul Rechlin, Executive Director

MANDAN ABSTRACT
273 104 3rd AVE. N.W. 7645
MANDAN, ND 58534

MORTGAGE

SHORT - TERM MORTGAGE REDEMPTION

THIS MORTGAGE is made this 16th day of August, 2002, by MDI LIMITED PARTNERSHIP #81, a North Dakota limited partnership (herein "Mortgagor"), whose post office address is 1600 University Avenue, Suite 212, St. Paul, Minnesota 55104-3825, and the CITY OF MANDAN, a Municipal Corporation, a corporation under the laws of the State of North Dakota whose post office address is 205 2nd Avenue NW, Mandan, North Dakota 58554 (herein "Mortgagee").

WITNESSETH, that, in consideration of the sum of Two Hundred Fifty Thousand Dollars and No/100-----(\$ 250,000.00) and paid to the Mortgagor, and for other good and valuable consideration, the receipt and sufficiency of which sum and consideration is hereby acknowledged, the Mortgagor does hereby mortgage, bargain, sell, grant and convey unto the Mortgagee, its successors and assigns, forever, all the tract(s) or parcels(s) of land (herein "Land") together with all the rents, issues, profits, proceeds, and all other interests now and hereafter pertaining to the Land or any improvements and fixtures thereon (all of the foregoing, together with the Land, are herein "Mortgaged Property") located in Morton County, North Dakota and being more particularly described as:

South Nine (9) feet of Lot Two (2), and all of Lots Three (3), Four (4), Five (5), and Six (6) in Block Twenty-Two (22) of Mandan Proper including the alley adjacent to said lots, if vacated by the Board of City Commissioners subject to the required hearing and notice, all in the City of Mandan, Morton County, North Dakota.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns.

PROVIDED, HOWEVER, that if the Mortgagor (i) shall pay to the Mortgagee when due the sum of Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00) in accordance with the terms of the Promissory Note (herein "Note") of Mortgagor of even date herewith payable to the order of the Mortgagee,

with interest to maturity at the rate of One (1%) percent per annum, which note is payable according to its terms, due July 16, 2032

(ii) shall also pay all other sums, as may be payable by the Mortgagor to the Mortgagee in accordance with the Mortgage or the payment of which may now or hereafter be secured by this mortgage (herein "Indebtedness"), then this Mortgage shall be satisfied.

THE MORTGAGOR warrants and covenants that the Mortgagor is lawfully seized in fee simple of the Mortgaged Property which is real property, that the Mortgagor has the right and power to mortgage and convey the Mortgaged Property, that the Mortgaged Property is free from all liens, security interest and encumbrances, except certain superior mortgages to be recorded in favor of Midland Affordable Housing Group Trust whose post office address is 7125 Orchard Lake Road, Suite 204, West Bloomfield, MI 48322-3618.

MORTGAGOR further warrants and covenants that the Mortgagee shall quietly enjoy and possess the Mortgaged Property; that the Mortgagor will warrant and defend the title to the Mortgage Property against all claims, whether now existing or hereafter arising; and that all buildings, improvements and fixtures now or hereafter located on the Land are, or will be located entirely within the boundaries of the Land. The foregoing warranties and all warranties and covenants contained in any other written document or agreement incorporated herein shall survive foreclosure of this mortgage and shall run with the Land.

THE PARTIES AGREE THAT THE PROVISIONS OF THE SHORT-TERM MORTGAGE REDEMPTION ACT SHALL GOVERN THIS MORTGAGE.

The Mortgagor further covenants and agrees as follows:

1. PAYMENT OF INDEBTEDNESS AND COMPLIANCE WITH OTHER AGREEMENTS. The Mortgagor will pay promptly when due the Promissory Note and all other Indebtedness, at the stated due date or maturity date, or earlier in the event of acceleration of the mortgage. The Mortgagor will promptly and faithfully observe all of their obligations and will permit or suffer no default or event of default to occur, under this Mortgage or Promissory Note secured hereby, of even date herewith, between Mortgagor and Mortgagee, filed and of record in the Office of the County Recorder, of Morton County, North Dakota, or under any other

agreement now in effect or hereafter made between Mortgagor and Mortgagee with respect to the transaction evidenced by the Promissory Note and Mortgage. The provisions of the Promissory Note and the Agreements itemized in this paragraph are hereby incorporated by reference into this Mortgage, as fully as if set forth at length and in detail herein.

2. COMPLIANCE WITH LAWS. The improvements made and to be made upon the Land above described and together with all plans and specifications comply with all municipal ordinances and with all rules of the applicable fire rating or inspection organization, bureau, association or office which are now or may hereafter become applicable.
3. USE OF MORTGAGE PROPERTY. Mortgagor will use the Mortgage Property as an affordable rental housing development. Mortgagor will not permit or suffer the use of any of the Mortgaged Property for any purpose other than the use for which the same is intended at the time of execution of this Mortgage which purpose is set forth above. The Mortgagor will keep the buildings and other improvements now hereafter erected on the Land in good repair and condition ordinary depreciation excepted. The Mortgagor will not commit or permit waste, will not permit the Mortgaged Property to become or be operated as a nuisance. In the event of the failure of the Mortgagor to keep the buildings or other improvements in good repair, the Mortgagee may make such repairs at Mortgagor's expense as in Mortgagor's sole discretion it may deem necessary for such repairs, the cost of which shall be due and payable on demand, and shall be fully secured by this Mortgage. The Mortgagor will not remove from the Land any fixtures or personal property included in the Mortgage Property unless the same is immediately replaced with like property, also subject to the lien and security interest of this Mortgage, of at least equal value and utility. The Mortgagor will comply with all present and future laws, ordinances, regulations and requirements of any governmental body applicable to the Mortgaged Property and to the occupancy and operation thereof.
4. MORTGAGOR'S DUTY TO PAY TAXES. The Mortgagor agrees to promptly pay all ground rents, taxes, assessments, and other governmental or municipal charges, fines or impositions, levied upon the Mortgaged Property.

5. **INSURANCE.** The Mortgagor shall continuously maintain hazard or such type or types and in such amounts(s) as the Mortgagee may require from time to time on the Mortgaged Property.

6. **NO SALE OR LEASE.** It is hereby expressly agreed by Mortgagor that the Mortgagor shall not sell, lease, or otherwise encumber the Mortgaged Property or permit the assumption of this Mortgage without the express written consent of the Mortgagee, by its Authorized Officer, which consent will only be given in cases of:

- a. Grant of easements, licenses or rights-of-way over, under or upon the Mortgaged Property which, in the opinion of the Mortgagee, do not destroy or diminish its usefulness for the purpose intended;
- b. Sale to another eligible Mortgagor, approved by resolution of the Mortgagee, who assumes all obligations of the original Mortgagor under the Mortgage and the incorporated and accompanying documents, in which case the Mortgagee may, in its sole discretion, release the original Mortgagor.

It is acknowledged by and between the parties, that the premises described herein shall be used as and for affordable housing and that individual apartments contained herein shall be rented to qualifying individuals.

If the Mortgage Property is sold without the express written consent of the Mortgagee, the outstanding principal balance may at the option of the Mortgagee be declared immediately due and payable upon sixty (60) days notice to the Mortgagor, and this Mortgage foreclosed as provided in the North Dakota Short-Term Mortgage Redemption Act.

7. **INSPECTIONS.** The mortgagee, or its agents, at any and all reasonable times may enter upon the Mortgaged Property for the purposes of inspection. The Mortgagee shall have no duty to make such inspection and shall not be liable to the Mortgagor or any person in possession if it makes or does not make such inspection.

8. **EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default hereunder (herein "Event of Default").

foreclosure and attorney's fees as permitted by statute, which costs, charges and fees the Mortgagor agrees to pay.

10. NOTICES. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the address shown herein, or to such other place as the parties may from time to time designate in writing to the other.

11. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the State of North Dakota. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect any other provision of this Mortgage which can be given effect without the conflicting provisions, and to this end, the provisions of the Mortgage are declared to be severable.

12. MISCELLANEOUS RIGHTS OF MORTGAGEE. Any personal property remaining upon the Mortgaged property has been possessed or occupied by the Mortgagee or its agent following foreclosure of this Mortgage or under any deed in lieu of foreclosure, shall be conclusively presumed to be abandoned by the Mortgagor, and Mortgagor covenants that Mortgagor will upon written request of Mortgagee execute a bill of sale transferring title to such personal property to Mortgagee.

13. Mortgagor and Mortgagee agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Mortgage whenever occasion shall arise and reasonable request for such instruments shall be made.

14. INDEMNITY. Mortgagor shall comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of this agreement, and shall conduct its activities so as not to endanger any person or property. Mortgagor agrees to indemnify and save and hold harmless the City of Mandan, its agencies, officers, employees, from any and all claims of any nature, including claims of employees or agents of the Mortgagor, resulting from or arising out of the future activities of the City of Mandan, its agencies, officers, employees, or out of the activities of Mortgagor, its subcontractors, agents, officers, or employees.

Signed this 16 day of August, 2001 by Ken Lamont, Mayor, City of Mandan and attested to by Jim Neubauer, City Administrator, as Mortgagee.

Ken Lamont
Ken Lamont, Mayor

Jim Neubauer
Jim Neubauer, City Administrator

This document has been approved by and meets to the satisfaction of Lewis and Clark Community Works, a North Dakota Non-Profit Corporation.

LEWIS AND CLARK COMMUNITYWORKS
A North Dakota Non-Profit Corporation

By: R. S. Lehn

Dated: 8/14/01

DOCUMENT NO. 377675
MICROFILMED
GRANTOR GRANTEE
TRACT

OFFICE OF COUNTY RECORDER - MORTON COUNTY, ND
I hereby certify that the within instrument was filed in this

office for record on JAN 29 2003
at 4:42 o'clock P M., and was duly recorded on

microfilm as Document# 377675

Marie Steward
COUNTY RECORDER
Carole Schaner DEPUTY
FEB 31 2003



Mandan Post



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7th, 2019
PREPARATION DATE: May 3, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Soccer Club Road Closure Request

STATEMENT/PURPOSE: To consider allowing temporary road closure at Red Wing Drive on June 14th through June 16th.

BACKGROUND/ALTERNATIVES: Our office received a request by the Mandan Soccer Club to allow them to close Red Wing Drive SE for the “Mandan Soccer Splashdown” event to be held June 14th-June 16th. More details are attached on the request letter. The closure would not affect any access to nearby properties, it would just prohibit the through traffic within the shown section of Red Wing Drive. This has become an annual request and there have been no concerns brought to staff’s attention in past years. In past years, the organizer has checked with their neighbors and there were no objections by any of them to allow this temporary closure. It will be up to the event organizers to properly sign and barricade.

ATTACHMENTS:

- 1) Mandan Soccer Club Closure Request email
- 2) Map of requested area
- 3) Email from Park District verifying review and approval

FISCAL IMPACT: Minimal

STAFF IMPACT: Minimal

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

RECOMMENDATION: Our office recommends approving the temporary closure.

SUGGESTED MOTION: I move to approve closure of the shown section of Red Wing Drive for Friday, June 14th at 3:00pm through Sunday, June 16th at 5:00pm.

Justin, a request for temporary street closure was submitted to MPRD director Cole Higlin. He indicated no concerns with the request. Did he happen to forward the request on to you for review and consideration?

Thanks!

Miles

----- Forwarded message -----

From: **Miles Mehlhoff**
Date: Wed, Apr 3, 2019 at 11:51 AM
Subject: Redwing Drive - Temporary street closure request
To: Cole Higlin

Cole,

We are once again hoping to close the street between the youth and high school fields during our Splashdown summer tournament.

This years tournament is planned for June 14, 15 and 16 and we anticipate teams from all over the state.

Closing the street allows our participants and spectators to safely cross between the youth games and our tournament headquarters and concessions.

I have attached a map indicating the extents of the road closure we are requesting. The duration of closure we are seeking is from 3:00 pm on Friday, June 14 through Sunday, June 15th at 5:00 pm.

Please review. If you do not have any further questions or concerns please submit to the city for their consideration.

Thank you!

Miles



They contacted us and we approved it, I got a call couple of weeks ago.

From: Justin J. Froseth
Sent: Wednesday, April 17, 2019 10:20 AM
To: Cole Higlin
Subject: RE: Request for Closure of Street- June 14th, 15th and 16th

Cole,

The Soccer group is requesting a road closure for the stated dates. Consistent with the request last year, we will instruct them to go through the Parks and Rec. Department for approval before coming to the city.

Thanks,

Justin Froseth, PE
Planning and Engineering Director
City of Mandan



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7th, 2019
PREPARATION DATE: May 1st, 2019
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Mercer County Sheriff's Office Jail Agreement

STATEMENT/PURPOSE: Consider approval of the Mercer County Sheriff's Office Jail Agreement.

BACKGROUND/ALTERNATIVES: The City of Mandan has had an agreement with the Mercer County Sheriff's Office for prisoner/inmate housing. The two departments have had an agreement for a number of years. The agreement continues from year to year unless one of the parties gives 30 day written notice to terminate. The Mandan Police Department has utilized the Mercer County jail when the Burleigh Morton County Detention Center is full and they are unable to house any more inmates. In April of 2018, there was an amendment added to the agreement updating Federal jail requirements. The attached agreement is an updated version which includes the amended requirements.

ATTACHMENTS: Mercer County Sheriff's Office Jail Agreement

FISCAL IMPACT: none unless used

STAFF IMPACT: Officers to transport arrested individuals.

LEGAL REVIEW: Attorney Malcolm Brown reviewed the contract.

RECOMMENDATION: To approve the automatically renewing Mercer County Sheriff's Office Jail Agreement.

SUGGESTED MOTION: Move to approve the automatically renewing Mercer County Sheriff's Office Jail Agreement.



Mercer County Sheriff's Office

Sheriff Dean Danzeisen

Chief of Operations - Colin Peterson, Chief Deputy - Terrance Ternes

Phone 701-745-3333 - Fax 701-745-3347 - Email Address: MERCER@nd.gov

410 Van Slyck Ave, PO Box 39 - Stanton, ND 58571-0039



JAIL AGREEMENT

THIS AGREEMENT is made by and between the County of Mercer, State of North Dakota (hereafter MERCER), and the City of Mandan (hereafter CITY OF MANDAN). This agreement is entered into under Chapter 12-44.1 of the N.D.C.C.

WHEREAS, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1) MERCER, in exchange for the compensation paid by the Contracting Agency under this contract, agrees to provide jail facilities, subject to availability, for the incarceration of inmates in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation, and all necessary and incidental services related thereto at the Mercer County Jail, Stanton, North Dakota. MERCER will not guarantee any inmate population under this contract. Such services SHALL NOT include and be the responsibility of CITY OF MANDAN for transporting their inmates to and from MERCER, initially, finally, and as needed intermittently for legal proceedings or medical care or treatment and any other trip ordered or necessary. CITY OF MANDAN agrees to indemnify MERCER for any expenses related thereto.

2) CITY OF MANDAN hereby agrees to pay MERCER for the necessary and incidental services for inmate housing at the following rate per inmate:

- a) Daily Base Rate: \$60 (subject to any expenses relating to special accommodations necessary for the inmate, which shall be the responsibility of CITY OF MANDAN).
- b) Nursing staff services required for inmate medical evaluations and sick call procedures: \$15 per sick call and \$20 for each 14-day medical evaluation procedure.
- c) MERCER will bill for services on a monthly basis. CITY OF MANDAN shall submit payment to MERCER within 30 days of the date of invoice.
- d) MERCER will bill for non-standard meals provided to the inmate with special dietary needs.
- e) MERCER shall comply with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards. MERCER County Policies relate to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the MERCER County Jail. This includes the education of staff and offenders, conducting investigations, reporting incidents to CITY OF MANDAN regarding their inmates, compiling incident data and aggregate data, and providing incident and aggregate data as requested by federal reporting agencies and any agencies contracting with MERCER.

3) CITY OF MANDAN is fully financially responsible for the costs and expenses stemming from or associated with diagnosis and/or treatment of medical, psychological, dental, vision and/or

additional conditions of their inmates. CITY OF MANDAN is financially responsible for these services whether the inmate was malingering or suffering from an authenticated condition; whether the initial recognition of the condition was by the inmate or MERCER staff; and whether the costs or expenses were incurred at MERCER, in transport, at a treatment facility, or when otherwise in custody of MERCER. MERCER is required by law or regulations to provide these services for anyone in its facility, CITY OF MANDAN agrees to pay the full cost and expenses billed by the service provider for services rendered to their inmates. MERCER will determine as to whether or not medical services are necessary for the inmate. MERCER will notify CITY OF MANDAN of the medical issue with their inmate.

4) MERCER will notify CITY OF MANDAN of any activity of their inmate which would likely result in litigation or alleged criminal activity. MERCER will immediately notify CITY OF MANDAN of an escape or attempted escape of their inmate. MERCER will use all reasonable means to apprehend the escaped inmate and all reasonable costs in connection therewith will be borne by CITY OF MANDAN.

5) MERCER manages inmate space availability and it shall be determined exclusively by MERCER. MERCER does not guarantee any bed availability under the agreement. Medical clearance may be required prior to any transfer of custody for prisoners who have difficulties walking, talking, visible injuries, potential of internal injuries, head trauma, excessive alcohol or drug ingestion, ingestion in conjunction with pregnancy, or diabetes. MERCER has the authority to refuse custody of individuals whose physical or mental condition presents challenges that are beyond MERCER staff's abilities to provide for the reasonable needs of the inmate. Reference N.D. Correction Facility Standard #30 and #59.

6) No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual right. Neither party shall be held responsible for default caused by fire, acts of God or war if the event is beyond the party's control and the affected party provides reasonable prompt notice of the event causing the delay or default or which is reasonably expected to cause delay or default.

7) This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in Mercer County, North Dakota. The parties agree that all of the rights, remedies and liabilities hereunder imposed upon either of the parties will extend to their heirs, administrators, successors and assigns.

8) CITY OF MANDAN shall defend, indemnify, and hold harmless MERCER from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the party of the second part, its personnel, employees, agents, contractors or volunteers in connection with or arising out of the party of the second part's actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses and any reimbursement to MERCER County for all legal expenses and costs incurred by it.

9) This agreement will continue from year to year unless or until one of the parties gives the other written notice (30) days in advance of their desire to renegotiate this agreement. Start date of this agreement commences on April 29, 2019. However, either party may terminate this

agreement at any time upon written notice of 30 days in advance of the proposed date of termination. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing and signed by both parties. This agreement contains the entire agreement between the parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the parties related to such matters.

IN WITNESS THEREOF, the parties have executed this agreement on the day and year written above.



Dean Danzelsen, Mercer Cty Sheriff/
Jail Administrator

4-29-19

Date

Contracting Agency: City of Mandan

Signature of CITY OF MANDAN Agent

Date

Print Name



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7th, 2019
PREPARATION DATE: May 1st, 2019
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Memorandum of Understanding Operational Plan and Grant Agreement with the ND Game and Fish Department for the Missouri River Patrol Team

STATEMENT/PURPOSE: Consider approval of the Memorandum of Understanding Operational Plan and Grant Agreement with the ND Game and Fish Department for the Missouri River Patrol Team

BACKGROUND/ALTERNATIVES: The Mandan Police Department has been a part of the Missouri River Patrol Team for a number of years. Officers from the Department work River Patrol shifts on their days off. The Team is run by the ND Game and Fish Department. Salary costs are reimbursed through a grant with the ND Game and Fish Department. The attached MOU Operational Plan and Grant Agreement are for May 1, 2019 (or date the MOU is signed) through June 30, 2021.

ATTACHMENTS: Memorandum of Understanding Operational Plan for the Missouri River Patrol Team, Grant Agreement, Federal Funding Accountability and Transparency Act Sub Grantee Information sheet (exhibit 2), The Department of Homeland Security Standard Terms and Conditions 2018 (exhibit 3)

FISCAL IMPACT: none, officers salary costs are reimbursed

STAFF IMPACT: Officers to work on the Missouri River Patrol Team on their scheduled days off.

LEGAL REVIEW: Attorney Malcolm Brown reviewed the documents.

Board of City Commissioners
Agenda Documentation
Meeting Date: May 7th, 2019
Subject: Missouri River Patrol

Page 2 of 2

RECOMMENDATION: To approve the Memorandum of Understanding Operational Plan and Grant Agreement with the ND Game and Fish Department for the Missouri River Patrol Team.

SUGGESTED MOTION: Move to approve the Memorandum of Understanding Operational Plan and Grant Agreement with the ND Game and Fish Department for the Missouri River Patrol Team.

Memorandum of Understanding

Operational Plan for the Missouri River Patrol Team

The North Dakota Game and Fish Department (NDGF), the City of Mandan, Morton County, the City of Bismarck and Burleigh County (individually “department” and collectively, the “Parties”) agree to cooperate and coordinate their law enforcement efforts on the Missouri River.

Purpose

The purpose of this document is to outline an operational work plan to efficiently coordinate and enhance law enforcement on the Missouri River, in the Bismarck/Mandan area, during the summer boating season.

Responsibilities of Parties

Therefore, the Parties agree that:

A. Personnel

1. Officers from each department who sign up for the Missouri River Patrol Team will be working for their own department and are still employed by their own department but will be under this operational plan of the NDGF Enforcement Division and will be participating with the other departments’ personnel. Participation by officers from each department, other than ND Game and Fish personnel, is voluntary and with the approval of their own department.

B. Salary and expenses

1. An officer who works a shift on the Missouri River Patrol Team will be compensated by his or her own department. NDGF will reimburse a department for the prorated salary cost of the officer’s shift including overtime as appropriate.
2. To be eligible for reimbursement under this MOU, a department’s officer must be signed up and receive written approval by their department to work under this operational plan.

C. Uniform and duty gear

1. NDGF will provide uniforms, except for department patches. The uniform will consist of a patrol polo shirt, with appropriate department patches, black shorts or pants and grey ball cap. It will be up to the individual officer to provide the footwear. A “boat shoe” is acceptable, (i.e. Keen, Merrill) or a tennis shoe preferably in a black or grey color. Officers choosing to wear pants may wear their duty boots.
2. Officers shall wear their department’s duty gear in accordance with their own department’s policy.

D. Patrol duties

1. The Missouri River Patrol Team will be staffed with a minimum of two officers.
2. NDGF will contact officers that have signed up the week prior to service to verify time and place of assignment.
3. Officers will work from NDGF Enforcement boats and when applicable, Sheriff’s Department boats.
4. An officer in charge will be assigned to each day’s duty assignment.

5. NDGF agrees to reimburse a department a minimum of two hours work time if an officers arrives for an assigned shift but the shift is subsequently canceled by the officer in charge. If a shift is cancelled, the officer in charge will either contact the scheduled officer directly with notice of the cancellation or notify the officer's applicable shift commander to request they notify the scheduled officer(s). NDGF will not provide reimbursement for any claims when a **shift is cancelled prior to the start of the shift.**
 6. Officers should also check in with the assigned officer in charge to verify if their shift is still on schedule a minimum of 4 hours prior to the start of the shift.
- E. Training
1. NDGF will provide training to officers new to the River Patrol to familiarize officers with boating laws and river operations.
 2. NDGF will provide training to returning officers on an as needed basis.
- F. NDGF is responsible for the overall operational control and scheduling.
- G. This MOU may be amended and or renewed at any time by mutual written consent.
- H. Any department may withdraw or terminate its involvement with the MOU by providing written notice to the Parties at least 30 days in advance of the effective date of the termination. If terminated, the Parties will agree upon termination conditions, including the termination date, and in the event of partial termination, the portion to be terminated. The Parties will not incur any new obligations for the terminated portion after the effective date and will cancel as many outstanding obligations as possible.
- I. Each department shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. Each department shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Each department shall have and keep current at all times during the term of this contract all licenses and permits required by law.
- J. This MOU will commence on May 1, 2019 or the date at which this MOU is signed, whichever comes later, and shall remain in effect until June 30, 2021.

Signed this ____ day of _____ 20 ____

Jason Ziegler, Chief

Mandan Police Dept

Signed this ____ day of _____ 20 ____

Robert Timian, Chief Game Warden

ND Game & Fish Dept. – Enforcement Division

GRANT AGREEMENT

The **AGREEMENT** is made and entered into by and between the Mandan Police Department hereinafter referred to as the Grantee, and the North Dakota Game and Fish Department, hereinafter referred to as the Grantor.

Whereas, Grantee and the Grantor are mutually interested and desire to cooperate and coordinate their law enforcement efforts on the Missouri River.

Whereas, Grantor agrees to reimburse the allowable expenses incurred by the grantee while performing Boating Law Enforcement on the Missouri River, in the Bismarck/Mandan area, during the summer boating season, pursuant to the guidelines set forth by the National Recreational Boating Safety Program, and the Memorandum of Understanding Operational Plan for the Missouri River Patrol Team.

Specifically, Grantee shall agree to:

1. Perform activities relating to the Boating Law Enforcement on the Missouri River, in the Bismarck/Mandan area, during the summer boating season as outlined in the MOU Operational plan **(see Attachment 1)**.
2. Submit all requests for reimbursement under this agreement to the ND Game and Fish Department **by July 15, 2019 (for expenditures dated May 1 through June 30) and by September 30, 2019 (for expenditures dated July 1 through September 30)**. Requests are to be accompanied by an itemized listing of expenses and/or photocopies of receipts and must verify match incurred by Grantee.
3. Certify by signing this agreement that it possesses legal authority to apply for the Federal assistance; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
4. Notify the Grantor promptly of all potential claims that arise from or result from this agreement. The Grantee shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the State the opportunity to review and inspect such evidence, including the scene of an accident.
5. Perform as an independent entity under this agreement. The Grantee, its employees, agents, or representatives are not employees of the state of North Dakota for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, F.I.C.A., F.U.C.A., the North Dakota Unemployment Compensation and Workers Compensation Acts, and the provisions of North Dakota Century Code Chap. 32-12.2. No part of this agreement may be construed to represent the creation of an employer-employee relationship. The Grantee shall retain sole discretion in the manner and means of carrying out the obligations and responsibilities to be performed under this agreement, except to the extent specified in this agreement. Grantee does not have the authority to contract for or incur obligations on behalf of the State.
6. Certify by signing this agreement that neither them, a Subcontractor, nor their principals, are

presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.

7. Comply with “41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection
 - (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
 - (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
 - (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
8. Provide the Grantor with the information necessary to comply with the Grantor’s Federal Funding Accountability and Transparency Act (FFATA) requirements (**Attachment 2**).
9. Take a physical inventory of the property/equipment purchased wholly or in part with Federal funds and the results will be reconciled with their property records at least once every two years.
10. Not encumber, dispose of in any manner, or use for purposes inconsistent with the original project, the property/equipment purchased wholly or in part with Federal funds without prior written approval of Grantor.
11. Give Grantor advanced notice of any proposed equipment purchases costing in excess of \$5000 per unit. Grantor must obtain approval from the Coast Guard prior to purchase.
12. Comply with all applicable program and grant requirements, terms, conditions, and assurances established by Department of Homeland Security for sub-grant recipients of Federal funds including those in **Attachment 3**.
13. Acknowledge the use of Boating Safety Financial Assistance Funds under the US Department of Homeland Security, CFDA 97.012, in any publications resulting from this grant.

Specifically, Grantor shall agree to:

1. Provide a grant to the grantee for performing boating safety related activities. Grantor agrees to reimburse 100% (50% federal funds, 50% state funds) of the grantee's allowable expenses not to exceed **\$6,000.00** in accordance with the guidelines set forth by the National Recreational Boating Safety Program and the Memorandum of Understanding Operational Plan for the Missouri River Patrol Team after being furnished legitimate proof of expenditures.
2. Provide the following grant related information:
 - (1) Federal Award Identification.

- (a) Federal Award Identification Number (FAIN); 3319FAS190138
- (b) Federal Award Date; 2/12/2019
- (c) Subaward Period of Performance Start and End Date; 4/1/19 – 9/30/19
- (d) Amount of Federal Funds Obligated by this action; \$6,000.00
- (e) Total Amount of the Federal Award; \$906,985.00 to date
- (f) Contact information for awarding official (Jackie Lundstrom, NDGFD, (701) 328-6606),
- (g) Award is not R&D;
- (h) NDGFD Indirect cost rate is 56.95%.

Specifically, it is agreed that:

1. This agreement shall commence on **April 1, 2019**, or the date at which this agreement is signed, whichever comes later, and shall remain in effect until **September 30, 2019**.
2. It is further agreed that this agreement may be amended at any time by written mutual consent.
3. All parties agree that each will assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.
4. In accordance with 2 CFR 200, all parties agree to cooperate fully to meet the requirements which necessitate a single audit if cumulative federal funds received from all sources is greater than \$750,000. This may include submittal of audit results to the Grantor or to another auditing body.
5. Termination for Lack of Funding or Authority: The Grantor may terminate this agreement upon delivery of written notice, if funding from federal, state, and or other source is not sufficient to allow continuation of this project. This agreement is also contingent upon approval of the State Historical Preservation Officer from an archaeological site maintenance perspective. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to termination.
6. Termination for Cause: If through any cause Grantee shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the terms of this agreement, the Grantor shall thereupon have the right to terminate this agreement forthwith by giving written notice to Grantee of such termination and specifying the effective date thereof. The rights and remedies of the Grantor provided in the above related defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.
7. Termination without cause: This Agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) days written notice and delivered by certified mail or in person.

8. **Applicable Law and Venue:** This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated exclusively in the State District Court of Burleigh County, North Dakota
9. **Merger and Modification:** This agreement constitutes the entire agreement between the parties. No alteration, amendment, or modification in the provisions of this agreement shall be affective unless it is reduced to writing and signed by both parties.
10. **Assignment and Subcontracts:** The Grantee shall not have the authority to contract for or on behalf of or incur obligations on behalf of the State. However, the Grantee may subcontract with qualified Vendors of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Grantee agrees to be solely responsible for the performance of any subcontractor.
11. **Confidentiality:** The Grantee agrees not to use or disclose any information it receives from the Grantor under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the Grantor. The Grantor agrees not to disclose any information it receives from the Grantee which the Grantee has previously identified as confidential and which the Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the Grantor and the Grantee to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.
12. **Compliance with Public Records Law:** The Grantee understands that, except for disclosures prohibited in Section 11 - Confidentiality, the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this agreement, except for records that are confidential under Section 8, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.
13. **Retention of Records:** The Grantee agrees to retain financial records for a period of three years from the date of submission of the final expenditure report or if subject to audit, until such audit is completed and closed, whichever occurs later. The Grantor, the ND State Auditor, and the federal government (if applicable), and their duly authorized representatives shall have access to the books, documents, papers, and records of the Grantee which are pertinent to the services provided under this agreement.

This contract is not effective until fully executed by both parties.

Mandan Police Department, Grantee

Date

Chief Warden, NDGF

Date

Pgm Mgr: _____ Grant #: _____ Grant Amount: _____ Grant Date: _____

Exhibit 2

**Federal Funding Accountability and Transparency Act (FFATA) Sub-Grantee Information
(2 CFR Part 25 and 2 CFR Part 170)**

Name of Your Organization _____

DUNS Number _____

DUNS Number + 4 (if applicable) _____

Doing Business As _____

Address (Street, City, State, Zip+4, Congressional District) _____

Place of Performance _____

This award is \$25,000 or greater? ___ Yes (Continue to Next Section) ___ No (Skip to Signature)

Please provide the names and total compensation of the five most highly compensated officers/executives **if** in the preceding fiscal year your organization received:

(a) At least 80% of its annual gross revenue from federal contracts, subcontracts, loans, grants, and cooperative agreements **and**

(b) \$25 million or more in annual gross revenues from federal contracts, subcontracts, loans, grants, and cooperative agreements; **and**

(c) The public does not already have access to your data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

_____ Does not apply (skip to signature line) _____ Applies (provide information below)

Name:

Title:

Compensation:

1. _____

2. _____

3. _____

4. _____

5. _____

I certify that the above documented information accurately represents the organization for which I am a representative.

Authorized Signature

Date

Please return this completed form to ND Game and Fish Department, Attn: Corey Wentland, Business Manager, 100 N Bismarck Expressway, Bismarck, ND 58501-5095. Telephone(701)328-6325

The Department of Homeland Security Standard Terms and Conditions 2018

The FY 2018 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2018. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances – Non-Construction Programs](#) or [OMB Standard Form 424D Assurances – Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to submit updates. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

The Department of Homeland Security Standard Terms and Conditions 2018

Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Civil Rights Act of 1968

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

Copyright

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; [41 U.S.C. 8101](#)).

The Department of Homeland Security Standard Terms and Conditions 2018

Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act ([42 U.S.C. § 6201](#)) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act ([31 U.S.C. § 3729-3733](#)) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, ([15 U.S.C. § 2225a](#)), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, ([15 U.S.C. § 2225](#)).

The Department of Homeland Security Standard Terms and Conditions 2018

Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act](#), [Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at [37 C.F.R. § 401.14](#).

Procurement of Recovered Materials

Recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

The Department of Homeland Security Standard Terms and Conditions 2018

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, ([29 U.S.C. § 794](#)), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

USA Patriot Act of 2001

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7, 2019
PREPARATION DATE: May 1, 2019
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Assessing Budget Transfer

STATEMENT/PURPOSE: To consider transferring funds from regular salaries to training.

BACKGROUND/ALTERNATIVES: North Dakota Century Code (NDCC) §57-02-01-1 requires Class 1 assessors to complete twenty hours of approved classroom instruction or seminars during the term of the certificate for renewal. I have created a plan to obtain necessary hours of training for our staff that will benefit our office. We do not have enough budgeted for training in 2019 for an International Association of Assessing Officers Income Approach to Value Course in Pierre, SD on August 19-23rd. We have savings in the regular salaries budget due to unfilled position at the beginning of 2019.

ATTACHMENTS: n/a

FISCAL IMPACT: No fiscal impact as the recommendation is to simply transfer existing funds from one line item to another.

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend transferring \$1,090 from regular salaries to training for the 2019 budget.

SUGGESTED MOTION: I move to transfer \$1,090 from regular salaries to training for the 2019 budget.



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (____)____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Matpac Wrestling Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location The Scapegoat Bar			
Street 202 E. Main Street	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar area, excluding the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddiewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 **OR** 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) The Scapegoat Bar, Inc.		Site Name The Scapegoat Bar		Site Phone Number (701) 400-1820
Site Address 202 E. Main Street		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Matpac Wrestling Club, Inc.		Rental Period 7/1/2019 to 6/30/2020		County Morton
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				Monthly Rent Amount
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes				\$
2. Is Twenty-One conducted at this site?		X Rent per Table \$ _____		\$
Number of Tables with wagers up to \$5 _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 <u>1</u>		X Rent per Table \$ <u>300.00</u>		\$ 300.00
3. Is Paddlewheels conducted at this site?		X Rent per Table \$ _____		\$
Number of Tables _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site?				\$
Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device				\$ 325.00
<input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>4</u>				\$
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)				
Total Monthly Rent				\$ 625.00

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title X owner	Date X 3/24/19
Signature of Lessee 	Title X President	Date X 4/24/19

(over)



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **New Salem Civic Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Rock Point			
Street 2500 Pirates Loop SE	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized		Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar area, excluding the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
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 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) Captain Freddy's, Inc.		Site Name Rock Point		Site Phone Number (701) 751-3348
Site Address 2500 Pirates Loop Se		City Mandan	State ND	Zip Code 58554
Organization (Lessee) New Salem Civic Club, Inc.		Rental Period to 6/30/2019		County Morton
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
		<input type="checkbox"/> No <input type="checkbox"/> Yes		
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>2</u> No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 400.00
Total Monthly Rent				\$ 400.00

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title X General manager	Date X 4-20-19
Signature of Lessee 	Title President	Date 4-29-19

(over)



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (____)____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **New Salem Civic Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Bennigan's Mandan			
Street 1506 27th Street NW	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar & restaurant area, excluding the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a copy of the Site Authorization for your files.
2. City/County-Return the original Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) Mandan Legends Group, Llc		Site Name Bennigan's Mandan		Site Phone Number (701) 391-2175
Site Address 1506 27th Street Nw		City Mandan	State ND	Zip Code 58554
County Morton		Rental Period 7/1/2019 to 6/30/2020		Monthly Rent Amount
Organization (Lessee) New Salem Civic Club, Inc.				
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices _____ No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 400.00
Total Monthly Rent				\$ 400.00
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.		<input type="checkbox"/>		

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>Monte Siga</i>	Title owner	Date 5/1/19
Signature of Lessee <i>Shane Bellman</i>	Title President	Date 4-29-19

(over)



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (____)____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **New Salem Civic Club, Inc.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Rock Point			
Street 2500 Pirates Loop SE	City Mandan	ZIP Code 58554	County Morton
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted in bar area, excluding the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Caicuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

- INSTRUCTIONS:**
1. City/County-Retain a copy of the Site Authorization for your files.
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 Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) Captain Freddy's, Inc.		Site Name Rock Point		Site Phone Number (701) 751-3348
Site Address 2500 Pirates Loop Se		City Mandan	State ND	Zip Code 58554
Organization (Lessee) New Salem Civic Club, Inc.		Rental Period 7/1/19 to 6/30/2020		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ Number of Tables with wagers over \$5 <u>1</u>		X Rent per Table \$ _____ X Rent per Table \$ <u>200.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes \$ 200.00
3. Is Paddlewheels conducted at this site? Number of Tables _____		X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>2</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 200.00
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11(5)(a)(b)				
Total Monthly Rent				\$ 400.00
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. <input type="checkbox"/>				
TERMS OF RENTAL AGREEMENT:				
This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.				
The LESSOR agrees that no game will be directly operated as part of the lessor's business.				
The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.				
The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.				
If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.				
The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.				
The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.				
At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.				
Signature of Lessor <i>[Signature]</i>		Title General Manager		Date 4-28-19
Signature of Lessee <i>[Signature]</i>		Title President		Date 4-29-19

(over)



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 07, 2019
PREPARATION DATE: May 02, 2019
SUBMITTING DEPARTMENT: Public Works – Street
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz – Director of Public Works
SUBJECT: 2018-2019 Snow removal costs budget amendment

STATEMENT/PURPOSE: To consider amending the 2019 Street Department budget to account for increased budget expenditures related to the above average snow fall in the late part of the 2018 – 2019 winter or the early months of the calendar year 2019.

BACKGROUND/ALTERNATIVES: The first three months of 2019 produced above average precipitation as well as extended periods of below average temperatures combined with strong winds. Although we did not receive an extraordinarily large amount of snow in terms of total inches received, the snowfalls occurred in a rather compressed time frame in the first three months of the year. This unusually active, time compressed weather pattern resulted in increased operating expenses in the Public Works Street Department. As a point of reference, according to the National Weather Service, we received 56.5 inches of snow in the 2018-2019 season compared to 44.1 inches in the 2017-2018 season. We respectfully request the following amendments to the 2019 Street Department Budget:

	<u>April 2018 Expense</u>	<u>April 2019 Expense</u>	<u>Overage</u>
Salaries and Benefits (OT)	\$24,232	\$27,616	\$3,384
(FICA/Pension)			\$529
Snow Removal Fees	\$13,793	\$16,425	\$2,632
Diesel Fuel	\$14,073	\$37,187	\$23,114
Equipment Repairs	\$5,180	\$12,516	\$7,336
Heavy Equipment Repairs	\$22,916	\$28,885	\$5,969
Cutting Edges	\$2,893	\$12,913	\$10,020
2019 Overage			\$52,984

ATTACHMENTS: None

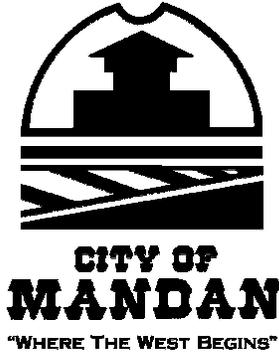
FISCAL IMPACT: \$52,984

STAFF IMPACT: None

LEGAL REVIEW: Attorney Brown's office has reviewed these documents

RECOMMENDATION: To approve the budget amendment request to the 2019 Street Department Budget as presented

SUGGESTED MOTION: I make a motion to approve the 2019 Street Department budget amendments as presented.



Consent No. 16

Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7, 2019
PREPARATION DATE: April 30, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, Engineering and Planning Director
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Consider acceptance of offer for purchase of 109 14th Ave. NW

STATEMENT/PURPOSE: Consider acceptance of offer for the purchase of 109 14th Ave. NW.

BACKGROUND/ALTERNATIVES: Boulder Homes LLC has made an offer for the purchase of the S ½ of Lot 17, and all of Lots 18 and 19, Block 3, Heart View Addition. This property is also known as 109 14th Ave. NW.

The home abuts the Lower Heart River and was brought into possession by the City when in the late 80s and early 90s several homes along 14th Ave. NW suffered damage due to soil erosion.

The buyer intends to construct a single-family residence on the lot following a minor plat to combine the lots into one. The minor plat will be presented at a future date if this offer is accepted.

The list price for the property is \$20,000 and was determined using assessor data coupled with current market data by Oaktree Realtors, LLC, the brokerage representing 23 properties for sale by the City.

The offer is for \$6,500 contingent on any liens, judgements, easements, restrictions, or limitations that may arise during title work that the buyer will be responsible for financially. Title work is typically the responsibility of the seller. A specials balance of \$1,069.52 exists as of the end of 2018. The buyer is asking that the specials be absorbed by the City through this offer.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 7, 2019

Subject: Consider acceptance of offer for purchase of 109 14th Ave. NW

Page 2 of 2

Engineering and Planning is recommending approval of this offer based on the intent of the purchaser to improve the property with a single-family residence. The property is currently not generating any tax revenue and has no operational value to the City. The new home is also an infill development that will not require any additional infrastructure as far as roads, water, sewer, and storm sewer. The topography of the property also make constructing a home more expensive and therefore justify the lower sale price.

ATTACHMENTS:

Exhibit 1 – Listing Info

Exhibit 2 – Purchase Agreement from Boulder Homes LLC

Exhibit 3 – Aerial and Site Pics

FISCAL IMPACT: Positive – Both from tax revenue following transfer of property to private ownership and the monies received from its sale.

STAFF IMPACT: Minimal

LEGAL REVIEW: This staff report and attachments have been reviewed and approved by City Attorney Brown.

RECOMMENDATION: Engineering and Planning recommend approval of the purchase agreement as presented in Exhibit 2.

SUGGESTED MOTION(S): I move to approve the purchase agreement from Boulder Homes LLC for the S ½ of Lot 17, and all of Lots 18 and 19, Block 3, Heart View Addition as presented in Exhibit 2.

EXHIBIT 2 - Purchase Agreement

REAL ESTATE SALES/PURCHASE AGREEMENT Vacant Land Only

1. <u>CONTRACT DATE:</u> 4/15/19		2. <u>CONTRACT IDENTIFICATION NUMBER:</u> JH401988			
3. <u>BUYER:</u> Boulder Homes LLC		4. <u>SELLER:</u> City of Mandan			
5. <u>LEGAL DESCRIPTION OF REAL PROPERTY:</u> S 1/2 of Lot 17, and all of Lots 18 and 19, Block 3, Heart View Addition					
6. <u>PHYSICAL ADDRESS OF REAL PROPERTY (IF AVAILABLE):</u> 109 14th Ave. NW					
7. <u>PURCHASE PRICE:</u> \$6,500		8. <u>EARNEST MONEY:</u> \$1,000		9. <u>BALANCE DUE AT CLOSING:</u> \$5,500	
10. <u>EARNEST MONEY HELD BY:</u> Trademark Realty		11. <u>CLOSING DATE:</u> on or before June 1st, 2019		12. <u>DATE OF POSSESSION:</u> at closing	
13. <u>ESCROW/CLOSING/TITLE COMPANY:</u> North Dakota Guaranty and Title			14. <u>TYPE OF DEED FOR CONVEYANCE:</u> Warranty Deed		

15. PERSONAL PROPERTY INCLUDED (IF ANY):

N/A

16. CONTINGENCIES (IF ANY):

This Offer is Contingent on the approval of the Buyer of an Liens, Judgements, Easements, Restrictions, or Limitations of the Buyer's intended use of the Property that may arise during Title work, or any other time prior to Closing.

It is the Buyer's intention to Build a Single Family Residence on this property, and it is understood that a Mini-Plat will be required of the Buyer to combine Lots 18, 19, and part of 17 into 1 Lot. The Seller will allow the Buyer to begin this process prior to closing.

The Buyer understands it will be responsible for the expense of any Title work being done.

17. OTHER CONDITIONS (IF ANY):

The Buyer is being represented by Joe Hillerson of Trademark Realty.
The Seller is being represented by Darren Schmidt of Oaktree Realtors.

18. PURPOSE OF THE AGREEMENT:

The Buyer agrees to purchase and the Seller agrees to sell the real property described herein, subject to the terms and conditions set forth in this agreement.

19. TITLE INSURANCE AND ENCUMBRANCES:

Seller shall transfer title to said real property to the Buyer free and clear of any and all encumbrances, except current taxes and assessments, reservations and all easements, right of ways, covenants, conditions and restrictions of record.

Seller shall furnish to the Buyer at the *Buyer's* expense a Standard American Land Title Association Title Insurance Policy showing title vested in the Buyer and that the Seller is conveying title free and clear of all encumbrances except current taxes and assessments, reservations and all easements, right of ways, covenants, conditions and restrictions of record.

20. TAXES AND SPECIAL ASSESSMENTS:

Taxes and installments of special assessments for the current year shall be prorated between the Seller and the Buyers as of the closing date or delivery of possession, whichever occurs first.

Buyers shall assume all special assessments including special assessments not certified to the county treasurer for collection. The Seller shall pay taxes and installments of special assessments for all previous years.

21. DEFAULT:

If this purchase is not completed by reason of Buyer's default, the Seller is released from Seller's obligation to sell to the Buyer and shall retain the earnest money as Seller's sole right to liquidated damages for such default, and not as penalty or forfeiture, it being stipulated and agreed that in such event the damages to the Seller for such breach would be impossible to determine with reasonable accuracy, and that the earnest money paid herewith is a reasonable approximation of such damages.

If the Seller defaults, the Seller shall be required to refund the earnest money paid herewith to the Buyer and this agreement shall become void and neither party shall have any further obligation to the other.

22. WORD AND TERMS USED IN THIS AGREEMENT:

Any singular word or term in this agreement shall also be read as in the plural whenever the sense of this contract may require. Any masculine terms in this contract shall also be read as in the feminine whenever the sense of this contract may require.

23. FAIR MEANING OF AGREEMENT.

Each party has participated fully in the review and revision of this agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this document. The language in this agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

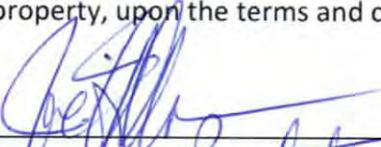
24. GOVERNING LAW.

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by North Dakota law, excluding any laws that direct the application of another jurisdiction's laws.

25. TIME.

Time is of the essence in this contract.

IN WITNESS WHEREOF, the undersigned offers and agrees to purchase the above-described real property, upon the terms and conditions stated herein.


Buyer _____
President
Date 4-15-19

Buyer _____ Date _____

ACCEPTANCE OF SELLER:

The undersigned accepts the foregoing offer and agrees to sell the property described above on the terms and conditions set forth.

Seller _____ Date _____

Seller _____ Date _____

ACKNOWLEDGEMENT OF ACCEPTANCE

Buyer acknowledge receipt of this signed agreement and acknowledge that this offer has not been revoked.


Buyer _____
President
Date 4-15-19

Buyer

EXHIBIT 3

Aerial and Site Pictures







Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7th, 2019
PREPARATION DATE: May 1st, 2019
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Touch A Truck

STATEMENT/PURPOSE: Consider approval of the Special Event Permit for the Touch A Truck event.

BACKGROUND/ALTERNATIVES: The (MPO Sponsored Event) Touch A Truck has completed the City of Mandan's Special Event Application for an event that will occur on May 18, 2019, the application has been approved by each department head to verify that the event is in compliance with Mandan City Ordinance and all necessary permits required have been received by the MPO.

ATTACHMENTS: Special Event Permit Application.

FISCAL IMPACT: None

STAFF IMPACT: Special Event Permit Application

LEGAL REVIEW: N/A

RECOMMENDATION: To approve the Touch A Truck 2019 Special Event Permit Application.

SUGGESTED MOTION: Move to approve the Touch A Truck 2019 Special Event Permit Application for May 18, 2019.

Permit Application #: _____ Date Complete: _____
(For office use only)

Special Events Permit Application City of Mandan, ND

Mandan Police Department (Special Events) • 205 1st Ave. NW • Mandan, ND 58554
• Phone 701-667-3250 • FAX 701-667-3463

Date of Application: _____

30 days prior to the event with a **non-refundable administration application fee of \$25 attached**. Late applications are permitted and subject to an **additional \$50 processing fee** for those submitted within 20 days of an event. **Any application not submitted prior to 20 days before the event will not be accepted for consideration.**

The payment of fees does not guarantee event approval if submitted late. Permits are \$30 per day/Sunday Permit will be \$45, to a maximum of \$150.00 per event not to exceed 14 days (Includes Sundays).

All applicants will be charged fees as appropriate and are expected to fully reimburse the city for all services related to event production which may include, but are not limited to, Police Services, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering and Site Supervisors. (See Below Fee and Charges)

A storage fee of **\$500** will be assessed for all equipment not removed from any public venue or premises within 24 hours of the end of the event. Any vendor may request an extension for equipment removal and may be granted by the City Administrator. Full payment is due upon receipt of final invoice. Any property that is abandoned over 15 days will become property of the City of Mandan and may be sold to recoup any expenses accrued by the city.

Comprehensive site plans must accompany this application.

Street Dance: Beer Garden: Both: Parade or Other Public Event:

Section 1 – Applicant Information

Name of Event Manager: _____

Driver's License Number: _____ State _____

Date of Birth: _____ Phone Number: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Have you ever been convicted of a crime? YES NO

If yes please list charge(s) and year of conviction(s):

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

Name of Event Manager: _____

Driver's License Number: _____ State _____

Date of Birth: _____ Phone Number: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Have you ever been convicted of a crime? YES NO

If yes please list charge and year of conviction:

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

Permit Application #: _____ **Date Complete:** _____

(For office use only)

Business Address: _____ City: _____ State: _____ Zip: _____

Corporation/Organization: _____ State of Incorporation: _____

Tax ID #: _____ 501(c)3 #: _____ City Sales Tax ID #: _____

Have you ever coordinated/promoted another event/s? YES NO

If yes, please provide the following:

Last event/s Location: _____ Date: _____

Contact Name: _____ Phone: _____

E-mail Contact: _____

Section 2 – Event Information

Event Name: _____ Anticipated Daily Attendance: _____

Event Date(s): _____ Set-up Date: _____ Hours: _____

Hours of event each day: _____

(begin and end times)

Take Down Date(s): _____ Hours: _____

E-Mail address for public information: _____

WEB address for public information: _____

Location of Event/physical address: _____

Sponsors of the Event: _____

Brief Description of Event:

Has this event been held in another location? YES NO

If yes, please provide the following:

Last event/s Location: _____

Date: _____ Contact Name and Phone: _____

Section 3 – Event Features

Will there be an admission charge? Yes No

If yes, Printed ticket count: _____ Tickets for presale count: _____

Will there be entertainment? Yes No

If yes, please attach an itemized complete list of all entertainment.

(A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized by the City Administrator.)

Will merchandise and/or food items be sold? Yes No

If yes, please attach a complete list of vendors.

(Each vender must have all valid permits and license to sell their product)

Permit Application #: _____ **Date Complete:** _____

(For office use only)

What type of advertising/promotion will be done prior to the event?

(Attach all promotional material.)

Radio: Yes No What Stations? _____

TV: Yes No What Stations? _____

Fliers/Posters: Yes No How many? _____

Press Releases: Yes No How many? _____

Newspaper Ads: Yes No What publication? _____

Is any other promoter/producer assisting you with your event? Yes No

Name of Promoter and Promotion Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Will the event include any of the following? (Indicate on site plan and/or vendor list)

Tents or Canopies: Yes No

Number of Tents: _____

(Tents require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics: Yes No

(Fireworks or Pyrotechnics require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics Production Company's name: _____

(A copy of the Production Company's License and Insurance is required with this application, only if fireworks or pyrotechnics are being requested for this event.) *A separate bond may be required for this event.

Require permits from the City of Mandan

Any person for on- or off-sale alcoholic beverage licensee desiring to conduct a public beer garden shall make application for a special permit to do so to the board, 30 days in advance of the proposed event.

Temporary Fencing: Yes No

Provide accurate dimensions of fenced area on site plan along with the site plan.

Company Contact Name: _____

Contact phone: _____

Restroom Accommodations: _____

Number of required portable toilets: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Placement of sanitary toilet facilities must be on site plan.

Permit Application #: _____ **Date Complete:** _____

(For office use only)

Attach a copy of the letter from the Custer Health that indicates the site plan has been reviewed and the required number of proper sanitation facilities is attendance.

Company Contact name: _____

Contact phone: _____

Electrical Services/Generators Yes No

Generators must be separated from tents by a minimum of 20' and shall be isolated from contact by fencing or other approved means.

Company Contact name: _____

Contact phone: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Carnival/Amusement Rides: Yes No

A separate permit from the Fire Department may be required.

Company Contact name: _____

Contact phone: _____

Bonded and Insured Amount: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Signs / Banners Yes No

Company Contact name: _____

Contact phone: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Inflatables Yes No

Company Contact name: _____

Contact phone: _____

Bonded and Insured Amount: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Raffles

Will this event have a raffle? Yes No

If yes you must apply for a City Permit \$25 Raffle Permit (Attach copy of State Gaming License if issued)

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Permit Application #: _____ Date Complete: _____

(For office use only)

Section 4 – Transportation

Does the event propose **using, closing or blocking** any of the following:

*If yes, specify location and duration on site map, **if on a DOT Highway or Roadway DOT authorization will be required.***

City Streets Yes No (Number of locations: _____ attach list of locations.)

City Sidewalks Yes No (Number of locations _____ attached list of locations)

City Bus Stops Yes No (Number of locations _____ attached list of locations)

Public Parking Lots Yes No (Number of locations _____ attached list of locations)

Public Bicycle Parking Yes No (Number of locations _____ attached list of locations)

Multiuse Paths Yes No (Number of locations _____ attached list of locations)

City Alleys Yes No (Number of locations _____ attached list of locations)

City Right-of-Ways Yes No (Number of locations _____ attached list of locations)

Approved By: _____ **Date Approved:** _____ **Initials:** _____

(Section 4 must be approved by Mandan City Engineer, and be approved by the City Commission before the event)

Section 5 – Use of City Utilities

Will any City electric hookups be used? Yes No

Electric Location including amperage _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Will any City water hookups be used? Yes No

Water Location(s) _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Will waste water/gray water be generated? Yes No

If so, how will it be disposed? _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Permit Application #: _____ Date Complete: _____

(For office use only)

Section 6 – Alcohol

Will there be alcohol at the event? Yes No

Will alcohol be given away? Yes No

Will the alcohol be sold? Yes No

Will the alcohol be donated? Yes No

Who is the alcohol being donated by or purchased through: _____

Is alcohol included in the admission price of the event? Yes No

Approved By: _____ Date Approved: _____ Initials: _____

If you answered *Yes to any of the above*, a City and State Liquor License will be required. Attach copy(s) of all liquor licenses with this application. (If a City Liquor License is needed please contact the City of Mandan's Finance Department to apply at Phone: (701) 667-3213)

Has the applicant/organization ever had a liquor license or event permit denied, revoked or suspended? Yes No

If yes, please explain:

How will attendees be identified as minors or age 21 and over?

Have the alcohol servers received training in sale/service of alcoholic beverages? Yes No

If yes, who provided the training: _____

Date and time of most recent training: _____

Request Mandan Police Server Training: Yes No

If yes provide a contact person and contact information: _____

Permit Application #: _____ Date Complete: _____

(For office use only)

Section 7 – Event Security

Are you requesting off-duty Mandan Police officers? Yes No

Number of personnel requested: _____

After reviewing the event application, the Chief of Police may require the use of the City of Mandan Off-Duty Police Officers for the event.

To schedule Off –Duty Police Officers, please call 701-667-3250.

Officers must be requested 2 weeks prior to any event and there will be a minimum of 4 work hours per officers per event at \$45 per-hour per officer.

Are you requesting private security? Yes No

Number of security personnel onsite: _____

Include security points and duties on event plans

The City of Mandan requires only security companies that are licensed and bonded in the State of North Dakota.

Security Company and Contact Info: _____

Attach a copy of Company's License

Section 8 – Emergency Medical Services

Are you requesting off-duty Mandan EMT's? Yes No

Number of personnel requested: _____

After reviewing the event application the Fire Chief may require the use of the City of Mandan Off-Duty EMT's or paramedics for the event.

EMTs or paramedics must be requested 2 weeks prior to any even and there will be the minimum of 4 work hours per employee per event \$35

Section 9 – Event Maintenance and Cleanup Plan Required

What is your trash removal and cleanup plan?

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: _____

Contact Name: _____ Phone: _____

All costs for containers, dumping and the removing all trash are the responsibility of the applicant/promoter. The City of Mandan's property and or the event site must be returned to its original condition and all equipment removed or daily fees will be accessed.

Permit Application #: _____ **Date Complete:** _____

(For office use only)

Section 10 – ADA Accessibility Requirements

Parking plan requirements

Attach a copy of your parking plan and include in the plan the necessary handicap parking areas and any code required handicap accessibility requirements. Also include medical access points and safe medical response routs for the event.

Section 11– Insurance and Bond Requirements

The City of Mandan has established insurance requirements for those facility users, vendors and contractors entering into agreements with the City for the purpose of special events and activities. Before commencing use or services under an agreement with the City of Mandan, a certificate of insurance or a copy of the required bond that complies with the requirements referenced below must be attached.

All special event applicants shall name the City of Mandan as an “Additional Insured”, per item one below, on all policy(ies), except workers compensation and shall reflect this on a Certificate of Insurance. Applicant agrees that any insurance available to the applicant shall be primary and non-contributory to the city’s self-insured retention.

Applicant shall obtain certificates of insurance from all vendors participating in this event unless covered under applicant’s insurance policy. Vendors must comply with all requirements listed in this section. Complete and accurate certificates must be received by the Special Events Office a minimum of five (5) working days prior to the event. Separate certificates of insurance shall be provided by all carnival and amusement companies and firework production companies with the limits shown in this section and shall name the City of Mandan as “Additional Insured” as per item one below. Additional coverage may be required depending upon the nature and scope of the event. For more information or questions regarding insurance requirements, please contact our City Administrator’s Office at 701-667-3214. The City Administrator reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

The certificate must show:

1. The City of Mandan, its agents, officers, employees and volunteers are named as “Additional Insured.” All Certificate of Insurance policies must reflect this with the exception of workers compensation.
2. The City of Mandan shall be notified at least 30 days prior to cancellation or alteration of any insurance coverage. A 10-day notice of cancellation for non-payment of premium is required..
3. Workers Compensation Policies shall contain a Waiver of Subrogation clause in favor of the City of Mandan.
4. General Liability Including: Bodily Injury Contractual Independent Contractors
Comprehensive Form Product/Completed Operations Hazard
Premises Operation Personal injury Broad Form Property Damage

Permit Application #: _____ **Date Complete:** _____

(For office use only)

In addition, specific date(s) and locations(s) of the event, to include set up and take down, must be stated clearly on the certificate. Certificates shall be received no less than thirty (30) working days prior to the event.

City Services

Police..... \$45 per hour, per officer, 4 hour minimum

Fire/EMS..... \$35 per hour, per staff 4 hour minimum

Barricades.....Amount charged by contracted barricade provider

Trash Container drop-off/pick-up..... \$___ prices vary

Custodial..... \$___ per hour, per staff person

Miscellaneous fees

Tent/Canopy Permit.....\$___ per tent or canopy (Check with the Fire Department to ascertain if a permit is necessary)

Fireworks Permit..... \$___ per location

The Park District may require separate fees or permit if on Park District property. It is required that the event host checks with the Park District when planning an event on Park District property to avoid delays with the permitting process.

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Fee Cost Worksheet

Police Services:

No. of Officers _____ x No. of Hours _____ = _____ x \$45 = \$ _____

Fire/EMT Services

No. of EMT's _____ x No. of Hours _____ = _____ x \$35 = \$ _____

Finance application processing Fee \$ _____

Trash Container Fee \$ _____

Custodial Fee \$ _____

Tent/Canopy Inspection and Permit \$ _____

Fireworks/Pyrotechnics Permit and Inspection Fee \$ _____

\$25 Application Fee \$ _____

\$50 Late application Processing Fee (if Applicable) \$ _____

Event Application Fee (See Attached Fee Schedule) \$ _____

TOTAL: \$ _____

Fees assessed by the Park District are not included.

Date Fees Paid: _____ **Initials:** _____

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Signature Page from City Officials and Department Heads

_____/_____
Fire Department Date

_____/_____
Police Department Date

_____/_____
Finance Department Date

_____/_____
Engineering Department Date

_____/_____
Public Works Date

_____/_____
City Administrator Date

_____/_____
Park District Designee Date

Date Approved by City Commission: _____

Special Event Guide

Sec. 12-9-1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public concert: means a musical performance by one or more groups held either indoors or outdoors where the audience is seated by reserve or general admission, free of charge or otherwise, with the audience being present primarily for the purpose of listening to music and the location of such musical performance having a seating capacity of at least 1,000 people, or, if the concert is outdoors, the site has a capacity of at least 300 persons.

Public dance: means any dance held either indoors or outdoors where the public may participate, whether an admission fee is charged or not, and is present primarily for the sole purpose of dancing, and where the location of the dance has a capacity of at least 100 persons.

Public event: means a music festival, public dance or public concert.

(Code 1979, § 10-04-07; Code 1994, § 12-03-09; Ord. No. 744, § 2, 1989)

ARTICLE 4. – AMUSEMENTS

Sec. 12-4-1. - Required to operate public amusements.

- a) It is unlawful to conduct or operate any amusement which is open to the public and for which an admittance fee is charged without having first secured a license from the city. The license fee for amusements shall be determined by resolution of the board.
- b) No license fee is required if a show, exhibition, entertainment, gallery, stand or other device is operated or given under the auspices of and for the benefit of a church or school, or charitable, fraternal or political organization. (Code 1979, § 10-04-01; Code 1994, § 13-04-01)

Sec. 12-4-2. - Public amusements for which license is required.

A person may not conduct, operate or maintain the following activities without first obtaining a license from the city:

- (1) Public dance, as that term is defined by N.D.C.C. § 53-02-01.
- (2) Any circus, carnival or similar event.
- (3) Any theatrical exhibition, motion picture show, vaudeville performance, opera or variety theater.
- (4) Any show, entertainment, gallery, stand or device of any description on the streets, alleys or public grounds within the city.
- (5) Any merry-go-round, rides or similar devices.

(Code 1979, §§ 10-04-02—10-04-05; Code 1994, § 13-04-02)

Sec. 12-4-3. - Liability insurance or bond required.

A person may not conduct, operate, manage or sponsor any Ferris wheel, merry-go-round or other amusement ride operated for hire, or for the purpose of promoting or advertising any trade or business, without first filing with the city license officer a bond indemnifying the public against damages sustained by reason of operation of the ride, or **certificate of liability insurance**, in the amount of **at least \$500,000.00**. Such bond or certificate of insurance is subject to the approval of the city attorney. This section applies to all persons, whether or not such persons are exempted from any other provision of this article. (Code 1994, § 13-04-03)

Permit Application #: _____ **Date Complete:** _____

(For office use only)

Sec. 12-4-4. - Licensee to maintain order.

Any licensee engaged in giving or conducting any public amusement for pay shall preserve good order in and about the place of exhibition or public amusement, and if necessary for that purpose, shall employ, at the licensee's own expense, a sufficient security force. (Code 1979, § 10-04-06; Code 1994, § 13-04-04)

Sec. 12-4-5. - Policing of dances, music festivals or public concerts.

A public dance or public dancing place or hall may not be conducted, maintained or operated, unless the same is policed as provided by N.D.C.C. § 53-02-08. A music festival or public concert, as defined in N.D.C.C. § 53-02-01, shall be policed as provided in N.D.C.C. § 53-02-08. The cost of the policing, as determined by the chief of police, must be paid by the applicant at the time of the license application or, at the discretion of the chief of police, a cash bond in a reasonable amount may be posted, which shall be refunded upon payment of costs of policing following the event. (Code 1994, § 13-04-05)

Sec. 12-4-6. - Use of streets.

It is unlawful for any person to play any game, sport or amusement upon any public right-of-way of the city, except as permitted by the board. (Code 1994, § 13-04-06)

Sec. 12-9-2. - Penalty.

Any person who gives, holds or conducts a public event in violation of this article or in violation of the conditions of the public event permit, who furnishes information required by this article which is false or misleading, or who violates any provision of this chapter shall be guilty of a Class B misdemeanor. (Code 1979, § 10-04-07; Code 1994, § 12-03-17; Ord. No. 744, § 2, 1989)

Sec. 12-9-3. - Required; nontransferable; fees.

No person shall give, hold or conduct a public event unless the owner of the place where the public event is given, or the person giving the same or in charge thereof, first shall have procured a permit to give, hold and conduct such public event. A permit may be issued for one or more public dances or public concerts. If a permit is issued to any person to conduct a public event, the event may be conducted in such place only by the person to whom the permit is issued. Such permit shall not be transferable. A permit fee shall be assessed for each event held within a 24-hour period or an annual permit fee may be assessed if the site location is intended to be a permanent site, and the amount of the fees shall be set from time to time by resolution of the board. A permit, other than an annual permit, shall not be valid for a period of greater than three consecutive days.

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

Sec. 12-9-4. - Application; special permits.

Any person desiring to conduct a public event at a public building or site or any outdoor location shall make application for a permit to do so to the board, 30 days in advance of the proposed event. In the event the applicant proposes to sell or dispense or permit the consumption of alcoholic beverages at such public event, an application for a special permit under the provisions of sections [4-2-16](#) and [4-2-20](#) shall accompany the application for the public event. Four copies of the application shall be filed with the city license officer and shall set forth the following information:

Sec. 4-2-20. - Sunday alcoholic beverage permit.

Permit required. No person may dispense, sell or permit the consumption of alcoholic beverages within a licensed premises or publicly owned or operated facility on any Sunday unless said person has been granted a permit under the provisions of this section. The authority to issue a Sunday alcoholic beverage permit rests solely with the board.

Permit Application #: _____ **Date Complete:** _____

(For office use only)

- 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.
- 2) Date, time and place. The place, date and hours of the proposed event shall be clearly identified.
- 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 Estimate of attendance. his recommendations to the board.
- 4) 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

Permit Application #: _____ **Date Complete:** _____

(For office use only)

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

Sec. 12-9-5. - Inquiry and investigation.

The board shall make such inquiry and investigation as to the propriety of granting or refusing such permit as shall be deemed necessary.

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

Sec. 12-9-6. - Refusal and revocation of public event permit for cause.

(a) The board may revoke the public event permit at any time for violation of any of the provisions of this chapter. The board shall refuse to issue such permit, and shall revoke a permit already issued, where it appears that:

- 1) The permitted site is or is likely to become a public nuisance or detrimental to public health, safety or order;
- 2) The provisions of this chapter are being violated;
- 3) An alcoholic beverage or controlled substance is being sold, or given away, except as authorized by terms of the permit;
- 4) Any of the city ordinances or state laws are being violated;
- 5) The chief of police determines that adequate security cannot be provided to the public event either by city police officers, special police or a combination thereof; or
- 6) The board has determined that the number of like events needs to be limited in order to ensure the health, safety and security of the public.
- 7) The chief of police shall report any violations of the permit or violations of city ordinances or state laws immediately to the board. Notwithstanding any of the provisions of this chapter, if the chief of police determines that the conduct of any public event has become a public nuisance or injurious to the public peace, health or safety, the chief of police shall immediately cause said event to be closed to the public and thereafter notify the board of the action and reasons therefor.

(Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

Sec. 12-9-7. - Restrictions and conditions attached to public event permit.

If the board determines that the public event will not unduly interfere with the peace, health or safety of the public or the neighborhood in which the event will occur and that the applicant is in compliance with the requirements for sanitation and garbage disposal; parking, fencing, traffic and crowd control; security; and regulation of alcoholic beverage consumption, the board may approve the issuance of the permit to be effective for the dates designated and subject to any necessary restrictions and conditions, including the following restrictions and conditions:

- 1) Alcoholic beverages may be distributed and consumed, and dancing may be permitted only in those areas specifically designated in the site plan and approved by the board;
- 2) Dancing and the distribution of alcoholic beverages shall be permitted only during the hours designated by the board, which in no event shall be before the hour of 12:00 noon on the date specified in the permit and after 1:00 a.m. of the following day;
- 3) No person having a permit to hold a public event at which alcoholic beverages are to be sold, distributed or consumed shall permit in any such event any person who is obviously intoxicated or who is under 21 years of age, except persons under 21 years of age may be permitted at a public event if the sale and consumption of alcoholic beverages is segregated and constricted to an area barricaded from the public event by a six-foot cyclone-style fence or structure to which access by such persons is prohibited;
- 4) The licensee as a condition to the issuance of such permit consents and agrees that any city police officer or special police officer may enter upon and inspect the licensed premises or site or any part at any time for the purpose of determining compliance with the conditions of the permit and city ordinances; and
- 5) The licensee shall comply with all other applicable ordinances and laws relating to health and sanitation and the use and sale of alcoholic beverages in the city.

(Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

Permit Application #: _____ **Date Complete:** _____

(For office use only)

Sec. 12-9-8. - Limits on number of public event permits.

The board may, by resolution, set a maximum limit on the number of public event permits which will be granted during any period of time. Notwithstanding any restrictions on the number of events, the board may deny any application for a permit if it determines that adequate provision for traffic control, health, safety or security cannot be provided for the event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-15; Ord. No. 744, § 2, 1989)

Sec. 12-9-9. - Indemnification of city.

A person may not give, hold or conduct a public event, nor may the board approve a permit for such public event, without the person having first filed with the city license officer a bond or certificate of insurance in the amount as specified by resolution of the board, indemnifying the city and the public against personal injury or property damages occurring at or as a result of the public event. The person giving, holding or conducting the public event agrees to save and hold harmless the city for any personal injury or property damage resulting from actions of any city employees, police officers or special officers in the course of their employment, which actions are directly related to the conduct of the public event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-16; Ord. No. 744, § 2, 1989)

Sec. 24-9-3. - Parade permit required.

No person shall engage in, participate in, aid, form or start any parade without a parade permit issued by the city.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-4. - Application for parade permit.

- a. A person desiring a parade permit shall file an application with the city on forms provided by the city. Such application shall be filed not less than seven days nor more than 60 days before the date on which it is proposed to conduct the parade.
- b. The application for a parade permit shall contain all information deemed necessary by the city in order to fully evaluate the request
- c. The city, where good cause is shown therefor, may consider any application which is filed less than seven days before the date such parade is proposed to be conducted.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-5. - Standards for issuance of parade permit.

The city shall issue a parade permit when, from a consideration of the application and from such other information as may otherwise be obtained, it finds that:

- 1) The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route.
- 2) The conduct of the parade will not require the diversion of so great a number of police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city.

Permit Application #: _____ **Date Complete:** _____

(For office use only)

- 3) The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto.
- 4) The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.
- 5) The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire.
- 6) The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- 7) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
- 8) The parade is not to be held for the sole purpose of advertising any product, cause, goods or events and is not designed to be held purely for private profit.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-6. - Notice of denial of parade permit.

If the city disapproves the application for a parade permit, the city shall mail to the applicant, within three days after the date upon which the application was filed, a notice of such action.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-7. - Alternative parade permit.

The city, in denying an application for a parade permit, may authorize the conduct of the parade on a date, at a time or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five days after notice of such action, file a written notice of acceptance with the city. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-8. - Contents of parade permit.

Each parade permit shall state the following information:

- 1) Starting time.
- 2) Minimum speed.
- 3) Maximum speed.
- 4) Maximum interval of space to be maintained between the units of the parade.
- 5) The portions of the streets to be traversed that may be occupied by the parade.
- 6) The maximum length of the parade in miles or fractions thereof.
- 7) Such other information as the governing body shall find necessary to the enforcement of this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Permit Application #: _____ **Date Complete:** _____

(For office use only)

Sec. 24-9-9. - Carrying parade permit.

The parade chairperson or other person heading or leading such activity shall carry the parade permit upon their person during the conduct of the parade.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-10. - Revocation of parade permit.

The city may, after a hearing affording due process, revoke a parade permit issued under this article upon application of the standards for issuance as set forth in this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 4 – Transportation

Does the event propose **using, closing or blocking** any of the following:
If yes, specify location and duration on site map, if on a DOT Highway or Roadway DOT authorization will be required.

- City Streets Yes No (Number of locations: _____ attach list of locations.)
- City Sidewalks Yes No (Number of locations _____ attached list of locations)
- City Bus Stops Yes No (Number of locations _____ attached list of locations)
- Public Parking Lots Yes No (Number of locations _____ attached list of locations)
- Public Bicycle Parking Yes No (Number of locations _____ attached list of locations)
- Multiuse Paths Yes No (Number of locations _____ attached list of locations)
- City Alleys Yes No (Number of locations _____ attached list of locations)
- City Right-of-Ways Yes No (Number of locations _____ attached list of locations)

Approved By: (F) JUSTIN FROST Date Approved: 5-2-19 Initials: FF
(Section 4 must be approved by Mandan City Engineer, and be approved by the City Commission before the event)

Section 5 – Use of City Utilities

Will any City electric hookups be used? Yes No
Electric Location including amperage Heritage and Dykshoorn Parks

Approved By: _____ Date Approved: _____ Initials: _____

Will any City water hookups be used? Yes No
Water Location(s) Heritage and Dykshoorn Parks

Approved By: _____ Date Approved: _____ Initials: _____

Will waste water/gray water be generated? Yes No
If so, how will it be disposed? _____

Approved By: _____ Date Approved: _____ Initials: _____

Permit Application #: _____ Date Complete: _____
(For office use only)

Signature Page from City Officials and Department Heads

_____/_____
Fire Department Date
[Signature] 05-01-19

_____/_____
Police Department Date

_____/_____
Finance Department Date
[Signature] 15-2-19

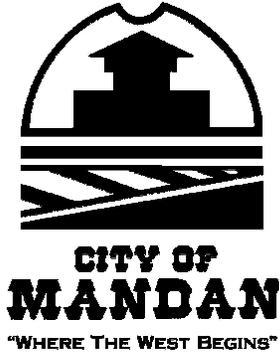
_____/_____
Engineering Department Date

_____/_____
Public Works Date

_____/_____
City Administrator Date

_____/_____
Park District Designee Date

Date Approved by City Commission: _____



New Business No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7, 2019
PREPARATION DATE: May 1, 2019
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: New BWO License Application for Black Lions

STATEMENT/PURPOSE: All new Class Beer Wine Only (BWO) liquor licenses must be approved by the Board of City Commissioners at time of application.

BACKGROUND/ALTERNATIVES: The application has been received and background checks have been run with no issues at this time. Also fees will be collected once approved.

ATTACHMENTS: Application is attached with further information in finance department.

FISCAL IMPACT: Fees of \$3000.00 for issuance fee and \$95.83 liquor license for June 1, 2019 to June 30, 2019.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon the establishment meeting all Fire Code, Health & Safety Code, and Building Inspections Codes and all property taxes paid. Garrett Hooker d/b/a Black Lions is hoping to be open for business by June 1, 2019.

SUGGESTED MOTION: I would ask that the board approve a new Class BWO license for Black Lions at 200 W. Main Street, Suite 102. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code, Building Inspection Codes and all property taxes and fees are paid.



Individual or Partnership Liquor License Application

1. Type of License:

Liquor On-Sale Off-Sale Class: A B C D D1 E F WB MP DY BWO

Beer On-Sale Off-Sale Class: A B C D D1 E F WB MP DY BWO

2. Duration of License: Annual: (~~July 1, 2019~~ to June 30, 2020)
Part of Year: From June 1 to June 30, 2019

3. Are you applying for an Individual or Partnership

4. If business is owned by an individual, give name, address, and date of birth of Owner:

Garrett Hooker, 1218 Nth 1st ST, Bismarck ND 58501

5. If business is owned by a partnership give the name of the partnership and the names, addresses, and dates of birth of each member of the partnership.

6. Name of Individual who is to be in charge of the day to day operations and management of the licensed premises and will be responsible for complying with the municipal ordinances and state laws covering the operation of the premises:

Name: Garrett Hooker Address: 1218 Nth 1st ST

City: Bismarck State: ND Age: 33 DOB: _____ Citizenship: yes, USA

If naturalized, give date and place of naturalization: _____

List all other places of residence within the last 5 years: Stanton, ND and Bismarck, ND

7. Description of Licensed Premises: Address: 200 W Main, Suite 102, Mandan, ND 58504

Legal Description: (Lot & Block): 200 W Main, Suite 102 (also submit on an attached page a diagram of the physical layout of the licensed premises including, at a minimum: doors, storage areas, & areas where liquor/beer is purchased and consumed.)

8. Ownership/Lease: If a licensed premise is owned by Applicant, provide date of purchase. _____
(if licensed premise is under a contract for deed or leased, attach copy of executed and dated contract or lease.)

9. If application is being sought by anyone other than the owner of the premise, attach a copy of the building lease.

10. Does Applicant certify that all property taxes have been paid to date on the licensed premises?

Yes No (if property taxes are not paid, this application WILL NOT BE PROCESSED).

11. Have any of the individuals in answer to Questions 3, 4, and 5 ever engaged in the sale or distribution of alcoholic beverages (as an owner, manager, or employee) at a location other than in the City of Mandan at any time prior to this application Yes: No: (if yes, explain in detail on separate page, location, type of business, and dates of license or employment).

12. Have any of the individuals identified in answer to Questions 3, 4, and 5 ever had a license of any kind (including alcoholic beverage license, other business license or motor vehicle license) suspended, revoked or non-renewed by any political subdivision, state or federal agency. Yes No (if Yes, explain in detail on a separate page, listing the name of the individual, the time and place of cancellation, the authority which cancelled the license of any kind, including alcoholic beverage license, other business license, or motor vehicle license, and the reason for such cancellation.

13. Have any of the individuals identified in answer to Questions 3, 4, and 5 ever been convicted of a violation of any law of the United States, or of any state or political subdivision, other than minor traffic violations, (including reckless driving or driving under the influence). Yes No (If yes, explain the violation in detail on a separate page, giving the date(s), place(s), and crime for which convicted (both felonies & misdemeanors), the amount of fines and terms of sentence and the court in which convicted).

14. Do any of the individuals named in answer to question 3, 4 or 5 have any interest whatsoever in any other liquor establishment, either wholesale or retail, within or outside the state of North Dakota. (include a right of inheritance by law or by will). Yes No If yes, please explain in detail on a separate page.

15. Does anyone other than the Individual or Partnership applying for this alcoholic beverage license or the business owning the premises have any right, estate, or interest in the lease hold, building, or furniture, fixtures or equipment, in the premises for which the license is requested? Yes No (If yes, explain in detail on a separate page, giving the names and addresses of any such person(s) and a statement of their interest in the premises, furniture, fixtures or equipment in the premises).

16. Does the Individual or Partnership applying for this alcoholic beverage license have any agreement, contract, understanding or intention to have any agreement, contract or understanding, with any person, partnership, or corporation to obtain for any other person, partnership or corporation, or to transfer to any other person, partnership or corporation the license for which this application is made or to obtain for any other person, partnership or corporation, for any other purpose other than for the specified use of the applicant. Yes No (if yes, explain in detail on a separate page, the name and address of such person, partnership or corporation and the conditions of agreement, contract or understanding.)

17. List the occupations and employers of each of the individuals listed in answer to Questions 3, 4 and 5 during the last ten (10) years. (On a separate sheet of paper if necessary).

18. Does the Individual or Partnership applying for this license, engage in any business other than that for which the license is sought or intending to engage in any business other than for the sale of alcoholic beverages under the license for which this application is made. Yes No (If yes, explain, in detail on a separate page giving the type of business and identification of any and all owners.)

19. List the names, addresses of at least 3 business references.

George Yineman, Broker, 505 E Main Ave. Suite 50, Bismarck, ND 58502

Kyle Carr, Business Banking, BNC National Bank, 2711 Sunset Drive NW, Mandan, ND 58555

Clifton Walking Elk, Badlands Towing, 1300 4th Ave NE, Mandan, ND 58554

20. Does the building or structure in which the business is to be conducted meet all applicable state and local building, health and zoning regulations and requirements? Yes No Applicant must attach certifications of compliance from each state and/or local agency or department responsible for building, health and zoning regulations.)

21. List all the names of individuals who are authorized to make purchases for the business at which the license is to be used and located. *(Note: The individuals must submit their names, current address and social security numbers on the forms which will protect their rights of privacy, but allow the appropriate police department background checks to be done. If not attached, the application will be deemed incomplete.)*

Garrett Hooker, 1218 N 1st St, Bismarck ND, 58501

22. List the names of all individuals who are authorized to sign checks used to pay the payroll and expenses of the business at which the license is to be used. *(Note: These individuals must submit their names, current address and social security numbers on the forms which will protect their rights of privacy, but allow the appropriate police department background checks to be done. If not attached, the application will be deemed incomplete.)*

Garrett Hooker, 1218 N 1st St, Bismarck ND, 58501

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

**Affidavit of Application Completeness and Accuracy,
Sworn Statement of Conditions of Licensure,
And Agreement to Right of Entry of City Personnel**

I (We), Garrett Hooker and _____ having been sworn and under oath, state that I (We) am (are) the named Owner or Partners, of the above named business or Partnership which hereby applies for the above referenced alcoholic beverage license in the City of Mandan, and I (we) do hereby certify that the above information is true and correct to the best of my (our) knowledge and beliefs.

I(We) do further certify that said Individual or Partnership and employees will abide by the provisions of Chapter 12-01, 12-02 and 12-03 of the Mandan Code of Ordinances and any amendments thereto, as well as all applicable laws of the State of North Dakota, and the United States Government and that said Owner/Partners, and its employees will not permit the violation of any law, rule or regulation on the premises at which the license is authorized. I(we) further certify that I (the Partnership) acknowledge that this license will only authorize the retail sale of liquor, including beer, wine and other spirits as defined by the North Dakota Century Code, and limited by this application, at the premises designated in this application and depicted on the attached diagram.

I (We) do further certify and affirm on behalf of myself or the partnership and its employees that I (the partnership) will not sell or permit the sale of alcoholic beverages to a minor, incompetent person, or anyone who is under the influence or an habitual drunkard and that I will accept any penalty including, suspension or revocation of license for any violation of said prohibited sales.

I (We) do further certify and affirm that the applicant or Partnership understand and acknowledge that any license granted under this application confers not property right to the applicant or licensee, and that said license will not be transferable except by specific authority of the Mandan Board of City Commissioners.

I (We) do further certify and affirm that the applicant (partnership) and its employees do hereby consent to the entry of any city official (including administrative, building, zoning health and fire officials) and its police officers upon the premises described herein at any hours of the day or night and that they shall have free access to the described premises and every part thereof for the purpose of inspecting the premises and the records of this applicant relating to the operation of the premises, and purchase and sale of alcoholic beverages. I (We) further certify and affirm that I (the partnership), and its employees do hereby waive any and all rights that they may have under the Constitution of the United States and the State of North Dakota, relative to searches and seizures without issuance of a search warrant, and the Applicant does hereby agree that such immunities shall never be claimed by them, and that such entry, inspection, search and seizure maybe made at any time without a search warrant, which waiver of rights is acknowledged to be a condition of licensure.

Dated at Mandan, North Dakota, on this _____ day of _____, 20____.

Individual or Joint Ownership:

By: Garrett Hooker _____

By: _____

Partnership:

By: _____

By: _____

INDIVIDUAL OR JOINT OWNERSHIP

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

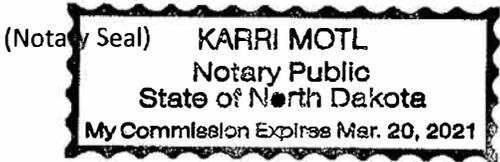
Garrett Hooker _____ And _____

Being first duly sworn, depose(s) and says that he/she is the individual(s) who executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions and agreement of right to entry by city personnel, that he/she has read each question and statement contained therein and knows the contents thereof to be true and accurate, and that he/she has furnished the answers set forth in said application, and that each one of said answers is true to the best of his/her knowledge.

Dated this 22 day of April, 2019.

[Signature]

Subscribed and sworn to before me on this 22 day of April, 2019.



[Signature]
_____ (Notary Stamp)

PARTNERSHIP

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF MORTON)

We _____ And _____

Being first duly sworn, depose(s) and says that are the partners in the partnership identified herein, and who have executed the foregoing and above affidavit of application completeness and accuracy, sworn statement of licensure conditions and agreement of right of entry by city personnel, and that they have read each question and statement contained herein and know the contents thereof to be true and accurate, and that they have furnished the answers set forth in said application, and that each one of said answers is true to the best of his knowledge.

Dated this _____ day of _____, 20____.

Subscribed and sworn to before me on this _____ day of _____, 20____.

(Notary Seal)

(Notary Stamp)

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-16-2019

Employer Identification Number:

Form:

Number of this notice: CP 575 A

GDHOOKER LLC
BLACK LIONS
% GARRETT DELTON HOOKER SOLE MBR
1218 N 1ST ST
BISMARCK, ND 58501

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-4436321. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2019
Form 940	01/31/2020

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of G.D.Hooker LLC

SOS Control ID#: 0002745438

Certificate #: 016456529

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

G.D.Hooker LLC

a Limited Liability Company - Business - Domestic was formed under the laws of NORTH DAKOTA and filed with this office effective April 15, 2019. This entity has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: April 18, 2019

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

865

23 1/2'

Restrooms

182"

COOLER 10'

9'

117"

99"

5/4x7/4"
Mahogany
Shelves
2 Galv. Pipe
Structure

Utility Sink
Triple Sink
Ice Maker
BEER COOLERS

16'

4
Seats

4'
Hi Top

4
Seats

4'
Hi Top

40'

361"

502"

8'

2x3

2x3

ENTRANCE

129"

152"

Question 9: Contingent on the signing of the lease
GDH

Question 17: Infantry, US Army, 2007-2014

Safety, Basin Electric Power Cooperative, 2014-2017

Warehouse Manager, OK Tire, 2017-present
GDH

Question 20: Contingent on the signing of the lease.

GDH

Garrett Hooker



4-19-2019



Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7, 2019
PREPARATION DATE: May 3, 2019
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Renaissance Zone lease application for 200 W Main St., Suite 102

STATEMENT/PURPOSE: To consider the Renaissance Zone Committee's recommendation for an application by G.D. Hooker LLC (dba Black Lions) for lease of 200W Main St., Suite 201.

BACKGROUND/ALTERNATIVES: The Renaissance Zone Committee met on May 3, 2019 to consider the above application. Garrett Hooker plans to lease the building's remaining commercial space, a 865-square-foot suite. This is a never-occupied, street-level commercial space in a mixed-use building constructed as Mandan's 36th Renaissance Zone project in 2010. The building was the first in-fill project on properties acquired for remediation of an underground downtown fuel spill.

Black Lions will be a start-up business operating as a beer pub, offering local beers and sports television as well as highlighting veterans, first responders, and service men and women who help the community. The applicant plans to serve pizza and offer options from local restaurants and food trucks.

The applicant projects that the pub will create 3-4 jobs. He hopes to start the build-out of the space by the middle to end of May and have the business open by June's end. He has applied for a beer and wine retail-only liquor license (see New Business No. 2).

If this application is approved, it will be Mandan's 79th Renaissance Zone project. The Renaissance Zone program provides property and state income tax exemptions for qualified investments in constructing and renovating buildings within a 28-block area of Mandan's Main Street and downtown area. It also encourages the occupancy of these buildings by providing a five-year exemption from state tax on income derived from business activity in an approved Renaissance Zone project.

ATTACHMENTS: 1) Exterior photos, 2) Interior photos, 3) Application

FISCAL IMPACT: The estimated state income tax exemption is \$300 annually for a five-year total of \$1,500.

STAFF IMPACT: Minimal for application processing and finalization.

LEGAL REVIEW: Attorney Brown has reviewed the application. An automatic door as required by local ordinance is required on an entry to the lease space. A business incentive agreement is required and the applicant's certificate of good standing from the N.D. Tax Department is pending.

RECOMMENDATION: The Renaissance Zone Committee recommends the approval of the application for lease of 200 W Main St. by G.D. Hooker, LLC (dba Black Lions) as a Renaissance Zone project to include the 100% five-year state income tax exemption.

SUGGESTED MOTION: I move to approve the application for lease of 200 W Main St. by G.D. Hooker, LLC (dba Black Lions) as a Renaissance Zone project to include the 100% five-year state income tax exemption.

ATTACHMENT 1:
Photos of exterior of 200 W Main St and lease space



Office/Retail – 200 W. Main St., Mandan, ND

ATTACHMENT 2:
Photos of interior of lease space



George Yineman
Broker Associate
701-319-3000 Cell
George@BismarckRealty.com

Caitlin Patterson
REALTOR®
701-204-8851 Cell
Caitlin@BismarckRealty.com

Bismarck Realty Co.
505 E. Main Ave. #50
Bismarck, ND 58501
701-222-0232

ATTACHMENT 3 - Application



RENAISSANCE ZONE PROJECT APPLICATION

A Renaissance Zone project must be approved by the Mandan Renaissance Zone Committee, Mandan City Commission and the N.D. Commerce Department — Division of Community Services before the qualifying event occurs (purchase, rehabilitation, lease or new construction). Submit applications to the City of Mandan Business Development Office, 205 Second Avenue NW, Mandan, ND 58554, phone 701-667-3485.

APPLICANT INFORMATION

1. Type of project

- Commercial/Business
 Residential

2. Name of applicant(s)/or business name Black Lions

Tax identification or social security number (both for joint filers)

1

Legal name (if different than trade name) G. D. Hecker LLC

Type of entity (for commercial/ business applications)

- Partnership
 Corporation
 Subchapter S corporation
 Cooperative
 Sole proprietorship
 Limited liability company
 Limited liability partnership

3. Mailing address 1218

4. Phone number 315-777-5668

5. E-mail address garrett-hecker@yaho.com

PROJECT INFORMATION

6. Street address of proposed project 200 W. Main Street, Suite 102, Mandan, ND 58504

7. Legal description _____

8. Current owner (if different than applicant) EVI Mandan Apartments, LLC

9. Current use of property vacant

10. Parcel size (in square feet) _____

11. Building floor area (in square feet) 865 sf

12. Type of project

- New construction
 Purchase with improvements
 Rehabilitation
 Leasehold improvements
 Lease
 New
 Expansion – additional square footage _____
 Continuation of a lease

If a lease project, does it involve relocation of a business from one location in the city's Renaissance Zone to another location in the Renaissance Zone?

- Yes
 No

13. Project description (scope of work including breakout of capital improvements)

The business will be a beer pub, offering a number of local beers. We will also have multiple sports packages to watch your favorite game on tv.

14. Current true and full value of the building N/A

15. Total estimated cost of improvements (attach cost estimates) N/A
Note: Any grant funds may not be counted in determining if the cost of improvements or rehabilitation meets or exceeds the minimum requirements.

16. Estimated value of building after improvements have been completed N/A

17. Estimated property tax benefit (annually) N/A (five years) N/A

18. Estimated state income tax benefit (annually) \$300 (five years) \$1500

Is the entity subject to the financial institution tax (NDCC 57-35.3)?

- Yes
 No

19. Describe how the project benefits the community (Examples: Business created, expanded or retained, additional jobs created, additional products or services available, improved property, etc.)

Black Lions will be a beer pub that highlights Veterans, first responders, and service men and women that help the community.

We will serve pizza and offer options from local restaurants and food trucks.

Projected Employment - hope to create 3-4 jobs

Black Lions will fill a space that has been vacant for some time. It will bring downtown Mardian a gathering hub to watch your favorite team and grab a local beer.

Board of City Commissioners

Agenda Documentation

Meeting Date: May 7, 2019

Subject: RZ application for lease of 200 W Main St., Suite 102

Page 6 of 7

20. Project timeline including anticipated start and completion dates.

Mid-End of May = start of renovations End of June = Tentative Opening

21. Does this project involve historical preservation or renovation?

- Yes
 No

For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A **letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.** Information for historical properties may be obtained by contacting the Historical Society at: (701) 328- 2666.

22. Evidence that the taxpayer is current on local and state taxes?

- Yes
 No

Attach copy of certificate of Good Standing from the N.D. Tax Department and proof of payment of current real estate taxes such as a copy of a receipt from the Morton County Treasurer's Office.

23. For residential projects, please provide evidence that the home is the taxpayer's primary residence.

SUMMARY OF ATTACHMENTS

Documents to be submitted along with application:

- Certificate of Good Standing from N.D. Tax Commissioner
- Proof of payment of current real estate taxes
- Contractor(s) detailed cost estimate(s) — for improvements, rehab or new construction with capital improvements delineated as compared to non-capital improvements. Capital improvements include, but are not limited to, replacement or updating of roof, foundation, structure, siding, windows, doors or other weatherization improvements, electrical, plumbing, heating, ventilation or central air conditioning. Non-capital improvements are items such as floor coverings, wall treatments, cabinets, furnishings, and window treatments.
 - o Rehabilitation
 - Commercial — must demonstrate that the proposed re-investment is at least 50 percent of the current and true value of the, of which not less than 80 percent will be used for capital improvements
 - Residential — must demonstrate that the proposed re-investment is at least 20 percent of the current and true value of the building, of which not less than 80 percent will be used for capital improvements and no more than 20 percent for detached out buildings
 - o New construction — documentation that the proposed investment is at least \$55 per square foot
- Current photo(s) of property showing all sides of any existing building(s) — for improvements, rehab
- Site plan — for new construction or expansion
- Proposed building elevations, with exterior building material and color clearly indicated — for improvements, rehab, new construction
- Proof of primary residence — for residential applications
- Proof of benefit from property tax exemption — for leasehold improvement applications
- Business Incentive Agreement (see SF 59686 (11/2010))

NOTICE OF ADDITIONAL LOCAL REQUIREMENT

Voters in the Nov. 4, 2008, election in the City of Mandan approved an initiated ordinance that states, "Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever." Include an estimate for an automatic door at least for the main entrance if subject building or business space does not have one.

APPLICANT CERTIFICATION

Applicant certifies that, to the best of his or her knowledge and belief, the information contained in the application and attached hereto is true and correct.

Signature of applicant:  Date: 4-28-19

BUILDING OWNER CERTIFICATION — For lease-hold improvement projects only

I, as owner of the property at _____, which includes an approximate _____ square foot lease space addressed _____, grant permission to _____ (applicant) to make leasehold improvements to this space as a Renaissance Zone project. I understand and acknowledge that if there is any rehabilitation to the building at a future date that this space does not qualify as a Renaissance Zone project.

Building Owner Name – printed _____ Building Owner Signature _____
Date _____

FOR OFFICE USE ONLY

	<u>Date</u>	<u>Recommendation</u>
Review by Mandan Renaissance Zone Committee	_____	Approval or Denial
Review by City Commission	_____	Approval or Denial
Review by N.D. Commerce Department Division of Community Services	_____	Approval or Denial

Renaissance Zone Block _____ Renaissance Zone Project _____

Date of actual project completion _____



Ordinance No. 1309

Board of City Commissioners

Agenda Documentation

MEETING DATE: May 7th 2019
PREPARATION DATE: April 24th 2019
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Shawn Ouradnik, Building Official
PRESENTER: Shawn Ouradnik
SUBJECT: Second consideration for ordinance 1309 for revisions to Sec. 105-1-15. – Signs of the Mandan Municipal code.

STATEMENT/PURPOSE: Ordinance number 1309 is a revision to the city of Mandan Municipal code Sec. 105-1-15. - Signs. to allow the Building Inspections department to process any standard sign application. This change also establishes the Code Enforcement Officers as first point of contact for sign complaints. In addition this action would establish maximum sizing requirements for pylon and pole signs.

BACKGROUND/ALTERNATIVES: The Building Inspections Department has received complaints from customers about the sign permitting process particularly the time it takes to go before the Mandan Architectural review Commission (MARC). With the MARC meeting every second and fourth Tuesday of every month it has become an issue for some sign contractors and installers to schedule installations in a timely fashion. This action would allow the MARC to focus its efforts on other areas of the architectural review process and provide better guidance on more substantial issues as it was intended. By allowing the building inspections office to process any sign that clearly falls within the established ordinances the process can be expedited and we can provide a better service to the customers. The applicant would be able to ask for the sign to be evaluated by MARC if it does not clearly fall within the established ordinances. MARC would be able to issue a site specific waiver to the ordinance if they determine the intent of the ordinance was not being violated and the sign was not causing an encumbrance or hazard to surrounding properties or patrons.

This change also outlines the corrective actions for unsafe or unlawful signs by establishing the Code Enforcement Officer as the first point of contact for these signs. This is the current procedure the city follows now.

The final change in this document would establish a size limitation on total sign area of 30% of the street facing sides of the structure and maximum of 1 square foot of sign area for each 2.5 square feet of lot frontage for pylon and pole signs. Previously the building inspections department has received questions that we have not been able to answer

Board of City Commissioners

Agenda Documentation

Meeting Date: May 7, 2019

Subject: Second and final consideration for revision to ordinance Sec. 105-1-15. - Signs.

Page 2 of 2

because we do not have an established maximum area for pole and pylon signs or a maximum area for all signage that we regulate on a building. Many people have been using the chart for the electronic message centers which would limit the sign area to 100 square feet at maximum. After looking into other communities in North Dakota the language being proposed is a close correlation to the language used in Fargo but is also similar to what is used in Bismarck.

This information was presented to the MARK on February 12th and again on February 26th with a motion for a recommendation to present to the Planning and Zoning commission on March 25th passing unanimously. When the information was present to the Planning and Zoning commission on March 25th the commission passed the changes unanimously.

ATTACHMENTS: Sec. 105-1-15. – Signs, MARK meeting minutes from February 12th 2019 and February 26th 2019

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All material sent to city attorney for review.

RECOMMENDATION: I recommend the passing Ordinance 1309 with the revisions to Sec. 105-1-15. Of the Mandan municipal code pertaining to signs.

SUGGESTED MOTION: I move to pass Ordinance 1309 with the revisions to section Sec. 105-1-15 of the Mandan municipal code to allow the Building Inspections office to process standard sign applications, making the Code Enforcement Officer the first point of contact unsafe or unlawful signs, and establishing a maximum size for pylon and pole signs.

ORDINANCE NO. 1309 _____

An Ordinance to Amend and Re-enact
Section 105-1-15 (e)(f)(g), (j-24), (k-2-c), (l-9&14), (p-5&11),
(s-12), (t-4), (u-4), (v-2,4&7), and (z-3) of the
Mandan Code of Ordinances
Relating to Signs

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

Sec. 105-1-15. Signs.

(e) *Processing of application.* Upon receipt of a sign permit application, the building department shall ~~schedule the application for review and approval by the Mandan Architectural Review Commission (MARC).~~ process the application in a timely manner relaying all information that pertains to any violation of the city codes and ordinances so the applicant can make changes as needed to comply with standards set forth by this section. If a situation arises and the applicant requests a variation of this section an application to the Mandan Architectural Review Commission (MARC) can be requested by the applicant for a site specific waiver. The MARC meeting shall occur within thirty (30) days of ~~receipt of the application~~ the request for a site specific waiver. Once the MARC has reviewed the application and rendered a decision, the building department will process the application and issue any permit recommended by the MARC.

(f) *Mandan Architectural Review Commission (MARC).* The MARC is responsible to apply the standards contained in this section when reviewing any sign application submitted to it; however it may also grant site specific waivers, for variations to this section, when it deems the design of the sign meets the intent of this section and will cause no disruption to pedestrians or surrounding buildings. The MARC shall review the application and notify the building department of its determination. If the MARC approves the application, the building department will issue the appropriate permit. The MARC may attach any conditions it deems appropriate to any approval granted. The reasons for the decision set forth by MARC must be documented in the minutes of the MARC meeting.

(g) *Unsafe or unlawful signs.* Unlawful signs shall be submitted to the Code Enforcement Officer and an application for the unlawful sign shall be submitted to the Building Inspections Department. The Code Enforcement Officer and building department shall take whatever action is necessary to correct an unsafe condition with a sign or have an unlawful sign removed. If necessary, the Code Enforcement Officer and building department may file a complaint with any court of competent jurisdiction.

(j) *General requirements and provisions.*

(24) The total sign area for all permanent signs associated with a structure may not exceed 30% of the street fronting sides of the structure.

(k) *Zoning district requirements.*

(2) In business and industrial zoning districts and residential lots containing three or more dwelling units the following sign standards shall apply.

(c) Each business may have one wall sign per building side, ~~unless the MARC approves a site specific waiver to allow more than one sign per building side.~~

(l) *Awnings and awning signs.*

(9) In the downtown commercial area, day-glow colors, reflective materials and illuminated back lighting of transparent materials are not allowed, ~~unless a site specific waiver of this restriction is granted by the MARC.~~

(14) If any upper story window is treated with an awning, then all upper story windows on that side of the building shall be treated with awnings, ~~unless another design is approved by the MARC.~~

(p) *Canopy and canopy signs.*

(5) There shall be only one canopy sign per business on each street exposure, ~~unless otherwise approved by the MARC.~~

(11) If any upper story window is treated with a canopy, then all upper story windows shall be treated with canopies, ~~or as otherwise approved by the MARC.~~

(s) *Monument signs.*

(12) No sign shall be attached to the stairwell railing of a basement business, ~~unless a site specific waiver of this requirement is approved by the MARC or the city commission.~~

(t) *Post and panel sides.*

(4) The support posts must be made of a non-flammable material, ~~or as otherwise approved by the MARC.~~

(u) *Projecting signs.*

(4) No projecting sign shall originate from other than a front wall of the building. The maximum square footage for sign face is 50 square feet, ~~unless otherwise approved by the MARC.~~

(v) *Pylon and pole signs.*

- (2) ~~Unless a greater height is approved by the MARC for a specific property, The~~ maximum pylon or pole sign height is 25 feet in the downtown commercial area; 40 feet in the other commercial and industrial districts; and 60 feet in the Gateway Overlay Zone.
- (4) For single business properties with sufficient frontage, multiple pylon or pole signs will be allowed provided they can be set back from the adjacent or adjoining lot line a minimum of 25 feet and are no closer to each other, as measured parallel to the property frontage, than 155 feet, ~~or otherwise as approved by the MARC.~~
- (7) The maximum sign area for pylon and pole signs is 2.5 square feet per 1 foot of lot frontage but cannot exceed 30% of the area of all sides of the building that front a street.
- (z) *Wall signs.*
- (3) No combination of wall signs and supports shall exceed 20 percent of the signable wall surface area up to a maximum of 200 square feet, ~~unless other limits are approved by the MARC.~~

By: _____
Tim Helbling, President,
Board of City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: _____

Second Consideration and Final Passage: _____

ORDINANCE NO. 1309 _____

An Ordinance to Amend and Re-enact
Section 105-1-15 (e)(f)(g), (j-24), (k-2-c), (l-9&14), (p-5&11),
(s-12), (t-4), (u-4), (v-2,4&7), and (z-3) of the
Mandan Code of Ordinances
Relating to Signs

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

Sec. 105-1-15. Signs.

(e) *Processing of application.* Upon receipt of a sign permit application, the building department shall ~~schedule the application for review and approval by the Mandan Architectural Review Commission (MARC).~~ process the application in a timely manner relaying all information that pertains to any violation of the city codes and ordinances so the applicant can make changes as needed to comply with standards set forth by this section. If a situation arises and the applicant requests a variation of this section an application to the Mandan Architectural Review Commission (MARC) can be requested by the applicant for a site specific waiver. The MARC meeting shall occur within thirty (30) days of ~~receipt of the application~~ the request for a site specific waiver. Once the MARC has reviewed the application and rendered a decision, the building department will process the application and issue any permit recommended by the MARC.

(f) *Mandan Architectural Review Commission (MARC).* The MARC is responsible to apply the standards contained in this section when reviewing any sign application submitted to it; however it may also grant site specific waivers, for variations to this section, when it deems the design of the sign meets the intent of this section and will cause no disruption to pedestrians or surrounding buildings. The MARC shall review the application and notify the building department of its determination. If the MARC approves the application, the building department will issue the appropriate permit. The MARC may attach any conditions it deems appropriate to any approval granted. The reasons for the decision set forth by MARC must be documented in the minutes of the MARC meeting.

(g) *Unsafe or unlawful signs.* Unlawful signs shall be submitted to the Code Enforcement Officer and an application for the unlawful sign shall be submitted to the Building Inspections Department. The Code Enforcement Officer and building department shall take whatever action is necessary to correct an unsafe condition with a sign or have an unlawful sign removed. If necessary, the Code Enforcement Officer and building department may file a complaint with any court of competent jurisdiction.

(j) *General requirements and provisions.*

(24) The total sign area for all permanent signs associated with a structure may not exceed 30% of the street fronting sides of the structure.

(k) *Zoning district requirements.*

(2) In business and industrial zoning districts and residential lots containing three or more dwelling units the following sign standards shall apply.

(c) Each business may have one wall sign per building side, ~~unless the MARC approves a site specific waiver to allow more than one sign per building side.~~

(l) *Awnings and awning signs.*

(9) In the downtown commercial area, day-glow colors, reflective materials and illuminated back lighting of transparent materials are not allowed, ~~unless a site specific waiver of this restriction is granted by the MARC.~~

(14) If any upper story window is treated with an awning, then all upper story windows on that side of the building shall be treated with awnings, ~~unless another design is approved by the MARC.~~

(p) *Canopy and canopy signs.*

(5) There shall be only one canopy sign per business on each street exposure, ~~unless otherwise approved by the MARC.~~

(11) If any upper story window is treated with a canopy, then all upper story windows shall be treated with canopies, ~~or as otherwise approved by the MARC.~~

(s) *Monument signs.*

(12) No sign shall be attached to the stairwell railing of a basement business, ~~unless a site specific waiver of this requirement is approved by the MARC or the city commission.~~

(t) *Post and panel sides.*

(4) The support posts must be made of a non-flammable material, ~~or as otherwise approved by the MARC.~~

(u) *Projecting signs.*

(4) No projecting sign shall originate from other than a front wall of the building. The maximum square footage for sign face is 50 square feet, ~~unless otherwise approved by the MARC.~~

(v) *Pylon and pole signs.*

- (2) ~~Unless a greater height is approved by the MARC for a specific property, The~~ maximum pylon or pole sign height is 25 feet in the downtown commercial area; 40 feet in the other commercial and industrial districts; and 60 feet in the Gateway Overlay Zone.
- (4) For single business properties with sufficient frontage, multiple pylon or pole signs will be allowed provided they can be set back from the adjacent or adjoining lot line a minimum of 25 feet and are no closer to each other, as measured parallel to the property frontage, than 155 feet, ~~or otherwise as approved by the MARC.~~
- (7) The maximum sign area for pylon and pole signs is 2.5 square feet per 1 foot of lot frontage but cannot exceed 30% of the area of all sides of the building that front a street.
- (z) *Wall signs.*
- (3) No combination of wall signs and supports shall exceed 20 percent of the signable wall surface area up to a maximum of 200 square feet, ~~unless other limits are approved by the MARC.~~

By: _____
Tim Helbling, President,
Board of City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: _____

Second Consideration and Final Passage: _____

MANDAN ARCHITECTURAL REVIEW COMMISSION MINUTES

February 12, 2019

The meeting was called to order at 1:00 p.m.

ROLL CALL: James Jeromchek/ President, Shawn Ouradnik/Building Official, Lee Pierce, Ben Zachmeier, Chris Redmann.

MEMBERS ABSENT: Katie Wiedrich/Vice President, Kim Fettig/City Engineer Dept., Steve Nardello/Fire Chief, Amber Larson.

SPECIAL GUEST: Ellen Huber, John Van Dyke.

FIRST ORDER OF BUSINESS: Proposal by James Devine with J2 Studio for a Storefront Improvement Project located at 1710 E Main Street. The project will include new materials on all sides of the building, a new roof and a complete interior renovation. The south and east sides will have storefront windows and doors with fiber cement siding product (Nichiha) and metal awnings at each entry. This siding will have a mixture of flush panel's style and veneer stone style. The existing lot will be restriped for parking and at this point they are unsure of tenants or use. Lee asked where the location of the dumpster is. And it will need to be enclosed. James stated the garbage dumpster is enclosed. Shawn questioned the landscaping plans and James confirmed the plans are on the site plan. Chris asked how many tenants they plan on having. James stated 5 would be the max and all depends on types on tenants. Shawn asked if they are installing an automatic door opener in the front vestibule area and will be required due to receiving public funds. A question came up if all doors need to be ADA compliance. Ellen was unsure and will check with the city attorney Malcom Brown.

Shawn motioned to approve as presented.

Chris seconded.

Upon roll call vote, the motion passes unanimously.

SECOND ORDER OF BUSINESS: Proposal by Tim with Tri City Sign Company for new signage for Running's located at 504 W Main St. Tim is not present but is available per conference call. The members viewed the plans and called Tim with questions. Ellen asked if there was a building permit issued, Shawn stated they would like a preliminary approval. James asked if they plan on applying for Storefront Improvements. Ellen indicated she thought they would be. Shawn stated these signs are standard signs and are placed on all there buildings nationwide. Shawn called Tim and asked a few questions. Shawn asked if the current pole sign was being replaced with new. Tim stated they plan on removing the old pole and sign and replace with a new pole and signage. Shawn asked if they plan on extending the front overhang/awning due to there is another

pylon/pole. Tim stated he has about 20 stores to make these signs for and the process on making these signs take some time to build. Tim would like an approval to start making these signs. Ben asked if the red ring around the building paint. Tim confirmed its LED lighting. Ellen indicated she has been working with Dan and Chad on this project for a few months and they haven't submitted for Planning and Zoning a request for a conditional use permit, nor any site or building renovation plans, which is very unusual to have signage coming in before any of the Substantive Matters. Shawn asked if the pylon sign hangs into public right-a-ways. Tim confirmed it will not.

Shawn motioned to approve as presented (the signage design) contingent upon getting there conditional use permit, and submitting building and site plans approved.

Ben seconded.

James asked if they need a contingency or if this contingency will slow them up. Tim stated once the signs are made he is able to place on building. Shawn stated to have the contingency just in case the signs change due to liability.

Upon roll call vote, the motion passes unanimously.

OTHER BUSINESS: Shawn wants to discuss the changes of the Sign and MARC revisions. Shawn stated under Architectural Review Section 111-1-5 (b), states the action of the architectural review commission shall be (in writing). We don't send letters out. Revision would be (recorded in the minutes of the meeting stating specific reason for the action). Also Section 111-1-6 (8) design and appropriateness of signs, when requested by the applicant (revised) as well as interior and exterior lighting (removed). Shawn requested he would like to approve simple signs as long as they are following the ordinance vs them coming before MARC. If the sign becomes out of the ordinary and not complying with the ordinance, then they would have to come to MARC. Under the sign ordinance Shawn stated a few changes, one addition would be the total sign area for all permanent signs associated with a structure may not exceed 30% of the street fronting sides of the structure. Shawn did remove the statements of, unless otherwise approved by the MARC.

John Van Dyke presented Ordinance No. 13XX. An Ordinance to Enact Sec. 105-1-17 of the Mandan Municipal Code related to the placement of murals. John also provided a map on placement of murals. John sent this map to the artists and they didn't like how limited it was. John since then extended the mural placement 4 more blocks. . Locations shall be limited to alleyways lying between 1st St NW and Main St W. bounded by Collins Ave and 2nd Ave NE. With much discussion John would like a recommendation from MARC to take to Planning & Zoning and City Commission meetings.

MINUTES: Approval of the minutes from January 22, 2019.

Shawn motioned to approve the minutes.

Lee seconded.

Upon roll call vote, the motion passes unanimously.

There being no further business, the meeting was adjourned at 2:08 p.m.

Approved by:

Date

Transcribed by:

Carolyn Reisenauer/Admin. Specialist