



AGENDA
MANDAN CITY COMMISSION
AUGUST 4, 2020
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

To adhere to public health recommendations to minimize public gatherings during this COVID-19 situation, the following options are being offered to accommodate public attendance and participation in City Commission meetings. City Hall will be open to the public for this meeting.

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City of Mandan is encouraging citizens to provide their comments for agenda items via email to info@cityofmandan.com

Please provide your comments before 3:30 p.m. on the day of the meeting. Include the agenda item number your comment references. Comments will be forwarded to the Commissioners and appropriate departments.

- A. **ROLL CALL:**
1. Roll call of all City Commissioners.
- B. **APPROVAL OF AGENDA:**
- C. **MINUTES:**
1. Consider approval of the minutes from the July 21, 2020 Board of City Commission regular meeting.
- D. **PUBLIC HEARING:**
1. Consider a five-year extension of the Mandan Renaissance Zone Program and a change of boundaries (see *New Business No. 1* & *Resolution No. 1*).
2. Consider Community Development Block Grant Application for Cloverdale Foods Company expansion and purchase of equipment (see *Resolution No. 3*).
- E. **BIDS:**
1. Bids for Contingent Heavy Equipment

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F. CONSENT AGENDA:

1. Consider agreement with Lewis and Clark Development Group for origination and servicing of loan to Cloverdale Foods Company for a Bank of North Dakota PACE interest buydown.
2. Consider Abatement Application for Roxanne Praus at 4605 Lewis Road NW.
3. Consider for approval the annual Class B liquor license for Mandan Moose Lodge and Fraternal Order of Eagles for September 1, 2020 to June 30, 2021.
4. Consider agreement with Lewis and Clark Development Group for collection and servicing of a CDLF loan to Cloverdale Foods Company for the purchase of equipment.
5. Information on change orders #1 and #2 for Street Improvement District 210, Project 2017-08 (Mandan Hill Addition).
6. Consider Missouri West Water System request to serve a subdivision within the City Extraterritorial Jurisdiction.
7. Consider approval of the Special Event Permit for the Mandan Moose Club Family Nights and Block Party.
8. Consider approval of the City of Mandan JAG and Lottery Grant application to provide funding for the Metro Area Narcotics Task Force.
9. Consider entering into a lease agreement with the State of North Dakota for the use of Mandan's radio tower and shelter.

G. OLD BUSINESS:

H. NEW BUSINESS:

1. Consider Renaissance Zone Committee recommendations:
 - i. 5-year extension of Mandan's Renaissance Zone Program and updated development plan with expanded boundaries
 - ii. Application for new construction at 700 W Main St. by Ulrich Properties LLP
 - iii. Application for lease of 700 W Main St. by CR Oil, Inc.
2. Consider Growth Fund Committee recommendations:
 - i. Mandan Strong Business Mini-Match Applications
 - ii. Forgivable loan for winner of 2021 Business Pitch Challenge
3. Consider the Mandan Airport Authority 2021 Budget
4. Consider the Morton Mandan Public Library 2021 Budget.

I. RESOLUTIONS AND ORDINANCES:

1. Consider resolution to renew Mandan's Renaissance Zone.
2. First consideration of Ordinance No. 1348 An Ordinance to Amend and Re-enact Section 10-2-10 of the Mandan Code of Ordinances Relating to Fireworks

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3. Consider resolution of sponsorship and adoption of Community Development Policies for a Community Development Block Grant
4. Consider second and final consideration of Ordinance 1345 relating to a zoning map amendment from A Agricultural to RM Residential.
5. Consider the introduction and first consideration, and call for a public hearing of Ordinance No. 1346 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2021, and ending December 31, 2021, and making the annual tax levy for the year 2020.

J. OTHER BUSINESS:

K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. August 18, 2020
2. September 1, 2020
3. September 15, 2020

L. ADJOURN

The Mandan City Commission met in regular session at 5:30 p.m. on July 21, 2020 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, Camisa, Rohr and Larson. Department Heads present were Planning & Engineering Director Froseth, Business Development/Communications Director Huber, Principal Planner Van Dyke, City Administrator Neubauer, Finance Director Welch, Director of Public Works Bitz, HR Director Cullen, Fire Chief Nardello, Deputy Police Chief Flaten and City Attorney Oster. Absent: Assessor Markley, Building Official Ouradnik and Police Chief Ziegler,

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the July 1, 2020, Budget Working Session and July 7, 2020 Board of City Commission meeting minutes.* Commissioner Braun moved to approve the minutes as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

1. *Consider approval of the preliminary plat for Sunset Ave 1st Add. and first consideration of Ordinance 1345 related to a zoning amendment from A Agriculture to RM Residential.* City Planner Van Dyke, presented a request to approve of a preliminary plat and first consideration of Ordinance 1345. He explained that this matter was discussed at a previous meeting and pertains to an area near the middle school. Dr. Belanger requested a zone change from A-Agricultural to RM-Multi-family and a preliminary plat as presented in Exhibit 2. The previous version of the preliminary plat showed the entirety of Sunset Avenue 1st Addition upon build-out. Marathon Petroleum has a pipeline through this area and required a 100’ easement. This has substantially changed the nature of the development and the applicant is attempting to accommodate the needs of Marathon Petroleum with plans for development of this area. The applicant seeks to plat eight residential lots for the initial phase of this area and dedicate the appropriate right-of-way along 8th Avenue NW, 31st St. NW, and 12th Ave. NW, as well as the local road to serve the connection between 8th Avenue NW and 12th Ave. NW. Lot 9, Block 1 and Lots 1 and 2, Block 2 would be reserved for future redevelopment. Lot 2, Block 2 is presently a super block to be further developed through nine (9) phases and approximately fifty-four (54) lots. Lot 1, Block 2 will be a stand-alone lot and is yet to be determined if it will be further subdivided. Exhibit 3 outlines a phasing plan where each color represents a similarly sized enlargement of the development, with roughly 8 lots per phase. In total, there are 11 phases. He reported that at this time as noted in Exhibit 3, build-out of Lot 2, Block 2 and Lots 1-9, Block 1 will create 79 residential units across 12.26 acres or 6.44 units per acre. This aligns with the recently adopted amendment to the Mandan Land Use and Transportation Plan designation of Medium Density Residential. These recommended changes to the preliminary plan are included in Exhibit 4. City staff voiced concerns regarding the proximity of driveways to one another for the first eight residential lots. This can be remedied by shared access driveway

easements to provide the necessary amount of space between driveways for placement of snow in the winter. Staff also had concerns that Lot 9, Block 1 does not specify the area to be utilized for a storm water detention pond as was previously done in the original application. The recommendation is to split Lot 9, Block 1 into two lots – one dedicated for future redevelopment and one dedicated for the storm water detention pond. The newly created lot dedicated to storm water detention would be required to be held in undivided interest with all lots within the development so as to ensure that the City does not become owner and responsible for maintenance in the future. He said that in addition, staff recommended the creation of a non-access line along the east side of 12th Avenue NW and north side of 31st Street NW except for a 36' width along the farthest northwest and farthest southeast boundary of Lot 1, Block 2. This will place the approach for the lot from the public street furthest away from the intersection of 31st St. NW and 12th Avenue.

Planner Van Dyke reported that the Fire Department requires a temporary turnaround to be established for the first phase on the easterly end of the proposed local road on the eight lots. Considering that the first phase of the development shows large lots and blocks and does not presently conform to the Mandan Land Use and Transportation Plan and the developer has indicated that upon build-out as shown in Exhibit 3 via future phases that it can and will conform with the plan stating that staff is recommending a development agreement tied to this as shown in Exhibit 5. This provides the developer with the ability to initiate construction for the first phase and address the details of future phases at a subsequent time. The development agreement is in draft format and may change as the agreement is further refined from discussions between the developer and staff.

The Development Agreement revolves around a density range for the entirety of the development, triggering event for the construction of 8th Avenue NW, how specials will be handled and addresses minor landscaping and pedestrian connectivity requirements. Should portions of this land be sold by Dr. Belanger, any future land owners would abide by this agreement. The restriction to single family homes for Lots 1-9 Block 1 and Lot 2, Block 1, includes the addition of the southwest lot and they may want to put in a 24 plex (not for discussion today, but mentioned as informational item) and this agreement could allow for that as it will be for a single family twin row home or multi-family residential construction for Lot 1, Block 1, in the southwest corner. That is the lot they are working on figuring out how to work with a 100' wide easement that separated the rest of the development. There will be minor revisions to this and there will be private roads to serve in this development however as far as emergency services is concerned, private roads are inadequate to serve as a secondary access. If this request is approved it will allow Dr. Belanger to get the development started to install 8th Avenue to connect to local roads and pedestrian walkways. Wastewater and a lift station is not planned for the area and waste is pumped towards the east on 1806 that connects with the existing sports complex and may tie into Terra Vallee which will need to be upgraded in the interim until the waste is pumped into 1806 and that can eventually be fulfilled. Those discussions are ongoing and will come back in the future for discussion.

Commissioner Rohr said he has been made aware there may be a drainage problem in that area. Planner Van Dyke said he is aware of the drainage problems (Landeis property) and said that any

water that flows here will go into a different system. The City Engineer and Storm Water Management will work on resolving this.

Mayor Helbling inquired if during this first phase, if 12th Avenue will be paved in its entirety up to this development? Planner Van Dyke replied that is correct and it will be developer-funded with plans to put in 12th Avenue in its entirety and that will include curb and gutter. He said that typically there is a 66' right of way which the City has reduced to a 50' right of way curb to curb.

Director Froseth presented prior history on right-of-way widths and that the Board approved a right-of-way with a lesser width street at Lakewood 8th or 9th. It was also recommended for local street in Cyprus Grove, south of Red Trail Elementary but the Board did not move forward with that narrower street at that time due to parking on one side of the street. He said he approves the narrower street referred to in this project so it will be a 32 foot width face to face curb to curb. That will allow for parking on one side of the street, which is appropriate for this area.

The Planning and Zoning Commission recommended unanimous approval of this request subject to a few changes and entering into a development agreement. It was recommended to approve of the rezone as presented in Exhibit 6 from A-Agriculture to RM Multi-family and the preliminary plat subject to the changes noted in Exhibit 4 and entering into a Development Agreement similar to the one outlined in Exhibit 5.

Mayor Helbling announced this is a Public Hearing and invited anyone to come forward to comment or speak for or against the request to approve of the preliminary plat for Sunset Avenue 1st Addition and first consideration of Ordinance 1345 related to a zoning amendment from A Agriculture to RM Residential. A second announcement was made to come forward to comment or speak for or against the Ordinance. A third and final announcement was made to come forward. Hearing none, this portion of the public hearing was closed.

Commissioner Camisa moved to approve the rezone as presented in Exhibit 6 from A-Agriculture to RM Multi-family and the preliminary plat subject to the changes noted in Exhibit 4 and entering into a Development Agreement similar to the one outlined in Exhibit 5. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

E. BIDS:

1. *Consider bids for Raw Water Intake project Update.*

Engineering and Planning Director Froseth provided an update on the State Water Commission (SWC) discussions and the options with holding bids. He provided a brief review of the actions of the City Commission meeting held on June 16, 2020 and at that time he presented the results of the bids that were opened earlier in May and June. The message at that time, after the SWC met on June 9, 2020, was that the SWC did not act on the city's request to raise their funding match to keep up with 60% total project costs. The bids were exceeding the estimate that the city had last fall along with the re-estimate done again in the spring. The SWC decided not to act on any new project funding requests or requests to raise the amounts to any particular project state-wide given budgetary concerns. City staff were prepared to request that the State Water

Commission (SWC) continue their commitment to this project at the 60% match given the amount now that bids are received. During the June 9th SWC meeting, they decided to reconvene on the requests at their meeting held on July 16th. At that time, the SWC did not feel comfortable in increasing funds for projects rather they plan to go back to the state legislature in 2021 because of the funding issues they are having now since the main funding source are from oil revenues. Based on the above, Director Froseth recommended holding bids again. The SWC plans to meet in August and perhaps they can act on these projects at that time.

Director Froseth said that there is no action requested today by the City Commission. He recommended discussing this matter again in August or September after the SWC meets. The City will need to get an agreement from the contractor to hold their bids longer than specified in the bid documents. He said that AE2S has contacted the contractors and obtained verbal approval to extend those contracts and they will also be reduced to written form.

F. CONSENT AGENDA

1. *Consider approval of monthly bills.*

MONTANA-DAKOTA UTILITIES	22,790.49
ALBRECHT/KENNETH	10.50
ARMSTRONG SANIT & ROLL O	42,610.62
BANK OF NORTH DAKOTA	179,047.44
BENZ/L JON	25.00
BIS-MAN CONVTN & VISITOR	7,023.08
BISMARCK POLICE DEPARTME	2,201.62
BURLEIGH COUNTY SHERIFF	682.16
BURLEIGH-MORTON DETENTIO	3,333.00
DIRECTMED	20.89
FETZER ELECTRIC, LLC	15,835.69
HP INC.	17,365.28
HUB INTERNATIONAL OF ND	53.00
MANDAN PARK BOARD	130,601.57
MORTON COUNTY	3,795.00
ND HEALTH DEPT MICRO DIV	400.00
ND STATE RADIO COMMUNICA	780.00
ND STATE TAX COMMISSIONE	423.90
OLSON TRUST	30,000.00
REISENAUER\CAROLYN	25.00
TEKIPPE\TRAVIS	10.50
VANGUARD APPRAISALS, INC	150.00
CENTURYLINK	2,091.23
MONTANA-DAKOTA UTILITIES	30,163.52
ARMSTRONG SANIT & ROLL O	93,764.29
BALABAN LAW OFFICE	1,750.00
BRADY, MARTZ & ASSOCIATE	1,135.75
DAKOTA MEDIA ACCESS	11,730.00

DEARBORN LIFE INSURANCE	2,441.91
GLASS/THOMAS J.	1,750.00
GUARDIAN LOCK & SAFE	611.50
HDR ENGINEERING, INC	7,907.75
INFORMATION TECHNOLOGY D	997.05
KELSCH KELSCH RUFF & KRA	5,000.00
KINETIC LEASING, INC	86,924.00
MANDAN AIRPORT AUTHORITY	5,600.00
MANDAN PARK BOARD	1,000.00
MISSOURI VALLEY PETROLEU	7,506.00
MOORE ENGINEERING, INC	107,676.48
MORTON MANDAN PUBLIC LIB	10,650.00
ND DEPT OF ENVIRON QUALI	1,024.86
ND DEPT OF TRANSPORTATIO	73,325.90
PARKSON CORPORATION	22,092.93
ABUSED ADULT RESOURCE CE	21,146.22
ADVANCED ENGINEERING SVC	2,973.55
ADVANCED MECHANICAL INC	30,150.00
ARMSTRONG SANIT & ROLL O	195.00
BEAVER CREEK TREE SERVIC	425.00
BIS-MDN TRANSIT BOARD	736.34
BISMARCK MANDAN CHAMBER	28,750.00
BURLEIGH COUNTY SHERIFF	1,136.95
BURLEIGH-MORTON DETENTIO	1,056.00
CAPITAL CITY CONSTRUCTIO	208,708.00
CIP CONSTRUCTION TECH. I	23,929.00
COMPANION LIFE	10.00
CROWLEY FLECK PLLP	6,000.00
CUSTER DISTRICT HEALTH U	1,139.00
DAKOTA CHILDREN'S ADVOCA	3,585.56
ELECTRIC PUMP INC	1,089.62
FETZER ELECTRIC, LLC	6,395.85
HP INC.	6,275.16
HUB INTERNATIONAL OF ND	263.00
INFORMATION TECHNOLOGY D	1,946.35
JOHNSON CONTROLS FIRE PR	747.84
KRONOS SAASHR, INC	2,118.73
LAW ENFORCEMENT TRAINING	460.00
MANDAN AIRPORT AUTHORITY	1,471.66
MANDAN MUNICIPAL COURT	3,083.77
MISSOURI RIVER CONTRACTI	206,780.89
MORTON COUNTY AUDITOR	3,788.35

MORTON COUNTY RECORDER	263.00
MORTON MANDAN PUBLIC LIB	20,271.13
MY GOV, LLC	960.00
ONE CALL CONCEPT INC	409.95
SANFORD BISMARCK	8,404.00
TITAN DATA SERVICES	2,925.00
WESTERN EDGE ELECTRIC IN	656.00
WELLS FARGO COMMERCIAL C	184,692.00

2. Consider for approval the annual liquor licenses for September 1, 2020 to June 30, 2021: (i) Class A –The Drink at Lakewood; (ii) Class A – Vicky’s Sports Bar; (iii) Class F – Ten Spot Lanes.
3. Removed for discussion (see below).
4. Consider approval of the Transportation Alternatives (TA) grant to go to the Park District’s Old Red Tail Phase 2 Shared Use Path Project.
5. Consider approval of minor plat for Lakewood Harbor 3rd Addition First Replat of Block 1.
6. Consider approval of Sylvester’s Industrial Park 11th Addition.
7. Consider approval of the City of Mandan JAG and Lottery Grant application to provide funding for the Abused Adult Resource Center.
8. Consider approval of the City of Mandan JAG and Lottery Grant application to provide funding for the Dakota Children’s Advocacy Center.
9. Consider payment of bills for Morton Mandan Public Library / Downtown Parks Project.
10. Consider approval of a driveway variance at 500 4th Avenue NE.
11. Consider approval of the City of Mandan accepting the 2020 COPS Hiring Program Grant that has been awarded to the Mandan Police Department.

Commissioner Larson requested removal of Item No. 3: *Consider approval of the Special Event Permit for the Mandan Progress Organization Drive-in Movie Theater event.*

Commissioner Larson moved to approve the Consent Agenda items 1, 2, 4, and 6 through 11 as presented. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

No. 3: Consider approval of the Special Event Permit for the Mandan Progress Organization Drive-in Movie Theater event. Commissioner Larson stated that since this is a new event and the date is approaching, she wanted to point this out. Deputy Police Chief Flaten said there were a couple things that changed since the application was submitted. The movie shown will be Sonic the Hedgehog and the times of showing will be 6:00 p.m. and 9:00 p.m. (not 5:00 or 8:00) and the fee will be \$10 per vehicle and concessions will be available. There is a limited number of parking spaces available (124) with tickets now on pre-sale. This event will take place on Saturday, August 1st at the Brave Center, the former Community Center. More information can be found on the MPO Facebook page.

Mayor Helbling extended a thank you to the Mandan Progress Organization for working with the Police Department to make sure events happen safely in the community.

Commissioner Camisa moved to approve the Special Event Permit for the Mandan Progress Organization Drive-in Movie Theater event. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS:

1. *Discussion regarding fireworks.*

City Administrator Neubauer stated that at the last meeting, the Board of City Commissioners directed staff to discuss possible changes to the Fireworks Ordinance. He provided the following information: He reported that the current Fireworks Ordinance permits the use of fireworks on:

July 2, 12:00 p.m. to 12:00 a.m.

July 3, 12:00 p.m. to 12:00 a.m.

July 4, 12:00 p.m. to July 5, 2:00 a.m.

December 31, 5:00 p.m to Jan. 1, 1:00 a.m.

Noncompliance carries a \$75 ticket if ticketed.

City Administrator Neubauer reported that there have been recent discussions with the Police and Fire Chiefs and their recommendations are to revise the current ordinance as follows:

~~July 2, 12:00 p.m. to 12:00 a.m.~~

July 3, 12:00 p.m. to 11:59 p.m.

July 4, 12:00 p.m. to 11:59 p.m, ~~July 5, 2:00 a.m.~~

December 31, 5:00 p.m. to Jan. 1, 1:00 a.m.

Noncompliance would increase to \$150 ~~75~~-ticket

Mandan Police Department Report: Between 6/27/20 and 7/6/20, the police department received 45 complaints related to fireworks violations. With the majority of the complaints received, the offenders were not found when officers arrived in the areas of the complaints. Many times officers were busy on other calls when the fireworks complaints were received. There were no citations issued.

Mandan Fire Department Report: Between 6/30/20 through 7/5/20, there were seven incidents reported that included one structure fire. All reports received involved fireworks. There were 57 total firefighters that responded and that resulted in approximately \$1,335 in wages paid for labor excluding payroll taxes. There were 14 fire trucks that responded to the calls. During the same time period reports received in previous years were in 2019 there were 4 incidents; in 2018 there were 2 incidents; in 2017 there were no incidents due to the ban on fireworks; and in 2016 there were 7 incidents.

Administrator Neubauer explained that the removal of permitting fireworks on July 2nd may create the expectation that the public will discontinue use. However, it is believed that as soon as fireworks can be purchased is when the public begins discharging them. Administrator Neubauer stated that this item is presented for discussion and he requested direction from the City Commission on how to proceed. He said that the options to resolve this would be to leave as is, adjust as recommended, or to make other adjustments.

Mayor Helbling reported that he has received calls regarding fireworks since the last meeting and that some residents were in support of revising the days and times while others wanted them banned. Commissioner Braun inquired if Bismarck has determined a timeframe for allowing fireworks? Administrator Neubauer replied that he was unsure of the status of Bismarck's decisions on moving forward to permit fireworks. Commissioner Rohr commented that this year it appeared residents cleaned up the residual more so than in past years. Commissioner Braun commented that he would prefer to leave July 2nd there as that is something that the residents look forward to. Commissioner Camisa commented that he supported the recommendation as presented because it's a good compromise for those that do work during those days and to be respectful of our veteran neighbors who have difficulty during the 4th of July holiday. He would support moving forward with the recommendation presented. Commissioner Larson concurred with the recommendation presented that would remove July 2nd.

Administrator Neubauer indicated that if the City Commission approves the recommendation to remove July 2nd and change the ending time on July 3rd and July 4th – from 12 p.m. down to 11:59 p.m. and to increase the fine from \$75 to \$150 – a revision will be made to amend the ordinance and brought back to a future meeting for the first and second readings.

Commissioner Rohr moved to approve amending the ordinance to provide that fireworks dates and times be set as presented. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: No; Mayor Helbling: Yes. The motion passed.

H. NEW BUSINESS:

1. *Consider appointment for the Mandan Special Assessment Commission.* Planning and Engineering Director Froseth presented a request to consider the appointment of Sherwin Wanner for the remaining term of one open position that ends April 2025 on the Mandan Special Assessment Commission. He stated that a notice was sent in June 2020 seeking letters of interest for this position with a deadline to be submitted by July 14, 2020. This vacancy was due to the resignation of Carl Jacobsen. Two letters of interest were received, one from Sherwin Wanner received on July 10th and another letter from Wayne Papke received on July 15th. Both individuals would be good applicants and both have been residents of Mandan 20 plus years. The Engineering Department indicated that Mr. Wanner's background experience would be an added benefit to Special Assessment Commission and supports the appointment of Sherwin Wanner to complete the remaining term ending April of 2025 to the Mandan Special Assessment Commission. Both applicants were present for discussion and to answer questions.

Wayne Papke, a Mandan resident came forward and inquired what criteria was considered when making the selection? He said he was not interviewed nor was he asked to provide any feedback. Director Froseth explained that there is no formal process for recommending individuals to sit on the Special Assessment Commission. He said his recommendation was based on project experience that was shown in Mr. Wanner's application which would be relevant on this committee and that was a deciding factor to bring this recommendation to the Commission. Both applicants indicated they have resided in the community for a long time

Mr. Papke stated that it is his opinion that this is more of a finance position than it is an engineering position. He said his background is in finance and that is why he believes he would be a better candidate for the open position on the Special Assessment Commission. He extended a thank you to the City Commission for considering his application.

Sherwin Wanner, a Mandan resident came forward and stated that his background is in engineering, both in project management and business. He believes he can do the financial aspect as well if he were appointed to the Special Assessment Commission.

Commissioner Rohr moved to approve the appointment of Sherwin Wanner to complete the remaining term of the open position ending April of 2025 to the Mandan Special Assessment Commission. Commissioner Camisa seconded the motion.

Commissioner Larson commented that she believes this is a unique situation in that two strongly qualified applicants have volunteered for this one open position. In cases such as this, it serves as an opportunity for applicants to come before the commission to state their purpose and interest for an open position. She commented that she is not sure she has enough information from the letters and brief presentation given tonight to determine if one of the candidates is more qualified than the other. She recommended that the Special Assessment Committee review the candidates and then bring a recommendation back to the City Commission.

Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: No; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

Mayor Helbling extended a thank you to Mr. Papke for his interest and application for the open position on the Special Assessments Committee and encouraged him to apply for future positions on committees when they become available. He welcomed Mr. Wanner as the newly appointed member to the Special Assessments Committee.

2. *Consider an amendment to our Engineering Services Agreement with Moore Engineering for the Southside Street Improvement project.* Planning and Engineering Director Froeth presented a request to consider approval of an amendment to the Engineering Services Agreement to cover the increased engineering scope for the Southside Street Improvement District project.

Director Froeth reported that the Southside Street Improvement District project is nearing completion. It is currently at a state of substantial completion of the major constructional items. A formal walk through is scheduled for July 22nd. He reported that there are a few miscellaneous items left to complete stating that the entire project area is scheduled to be re-seeded later this summer since the seeding effort in May did not take effect due to dry conditions into late June. The City will develop a full list of deficient items for the contractor to correct. Corrective items have been completed throughout the project but an official list of everything is necessary to address before final acceptance. The Park District has been involved and will be responsible for their portion of the project. There is a fog seal that will be done after the chip seal is done, which is another layer of oil that is sprayed to hold the chips in and that will give it a black look. The residents have been satisfied with the project results thus far with no

complaints being received. He said that Moore Engineering staff stated that they were concerned that their construction engineering costs would exceed the agreement because of additional scope of services that exceeded the agreement. There have been approximately 14 change orders to this project. He provided a couple of examples of what has transpired creating this request for additional expenses. Property owners petitioned after the project started to have their driveways graveled. Their estimation for additional work summarized is not to exceed an additional \$24,000. The Engineering Department reviewed this request and believes it to be reasonable and fair. The additional \$24,000 will be added to the agreement which would raise the total amount from \$363,711 to \$387,711 which is an increase of about 6.6%. These additional costs will be included in the property special assessments. The Engineering Department recommended approval of this amendment.

Commissioner Camisa inquired that with regard to the increase of \$24,000 as to what the impact will be to property owners for special assessments? Director Froseth said it will be \$80 per property. Commissioner Camisa inquired about the costs related to the access to the Public Works facility and will the City contribute to the alleyway or will that go to the property owners? Director Froseth said he can review those elements, but generally the City has some responsibility to all adjacent roads.

Commissioner Larson moved to approve Amendment #1 to the project Construction Engineering Agreement with Moore Engineering for the Southside Street Improvement District. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

I. RESOLUTIONS AND ORDINANCES:

1. *Second consideration of Ordinance No. 1344 to Amend and Re-enact Section 20-1-9 of the Mandan Code of Ordinances Relating to Discrimination Prohibited in Employment.*
HR Director Cullen presented a request for approval of the second and final consideration of Ordinance 1344 related to discrimination prohibited in employment. She reported on this matter last month explaining that this Ordinance is being amended due to the action on June 15, 2020, by the U.S. Supreme Court ruling that employment discrimination on the basis of sexual orientation or gender identity is illegal and violates Title VII of the Civil Rights Act of 1964. This amendment will ensure the Mandan Code provision is in accordance with the law, as well as clarifying that pregnancy is a protected category. She said that there have been no comments or objections received since the First Consideration.

Commissioner Camisa moved to approve the second and final passage of Ordinance No. 1344 to Amend and Re-enact Section 20-1-9 of the Mandan Code of Ordinances Relating to Discrimination Prohibited in Employment. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Camisa: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

J. OTHER BUSINESS:

1. Commissioner Braun brought up a concern related to Costco is advertising throughout the community. He commented that over the past three years, Business and Communications

Director Huber has reached out to Costco several times, asking them to consider locating in Mandan and their response was they were not interested in building in this part of the state however, they have decided to open a store in Bismarck. He wanted everyone to think about, that when you drive by these advertising booths, and you contribute to Costco, you are taking tax dollars from Mandan and giving them to Bismarck.

Mayor Helbling clarified Costco did visit Mandan on a couple occasions and tried to get a site to work out but it did not. He felt that Costco did give Mandan an opportunity but chose Bismarck in the end.

K. ADJOURNMENT:

There being no other business to come before the Board, Commissioner Larson motioned to adjourn the meeting at 6:39 pm. Commissioner Camisa seconded the motion. The motion received unanimous approval of the members present.

James Neubauer
City Administrator

Tim Helbling, Mayor
Board of City Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE:	August 4, 2020
PREPARATION DATE:	July 28, 2020
SUBMITTING DEPARTMENT:	Business Development & Communications
DEPARTMENT DIRECTOR:	Ellen Huber, Business Development & Communications Director
PRESENTER:	Ellen Huber, Business Development & Communications Director
SUBJECT:	Public Hearing on Renewal, Update & Expansion of Mandan’s Renaissance Zone Program

STATEMENT/PURPOSE: To conduct a public hearing to receive public input and consider a Renaissance Zone Committee recommendation for approval of an updated Mandan Renaissance Zone Development plan that includes new project qualification thresholds and the addition of nine blocks to the program boundaries.

BACKGROUND/ALTERNATIVES: Mandan received state approval for its Renaissance Zone in 2005. The program capitalizes on existing infrastructure by encouraging investment in the central city or other areas with existing buildings that need to be revitalized to attract businesses and residents. The program is 15 years in length with an option to extend for five years. Mandan’s deadline to renew is Aug. 31, 2020, with the exception of three blocks added in 2008.

Considerable progress has occurred with significant projects by a variety of developers helping to elevate the image of downtown Mandan, but much work remains. Remediation of an underground fuel spill may be deemed complete by the N.D. Department of Environmental Quality in 2020. This will continue to boost confidence in investing in the area. The Mandan Renaissance Zone Committee is seeking to extend the duration of its Renaissance Zone by another five years, through 2025 for the majority of blocks, to achieve the vision for the area. The committee is also seeking to add to the zone a non-contiguous area along Memorial Highway that features underutilized parcels that are candidates for redevelopment.

Renewal of Mandan’s Renaissance Zone requires updating Mandan’s development plan including goals and criteria for eligibility. At the same time, Mandan can look at adjusting its now 28-block zone by adding or deleting blocks. In accordance with state law and city population, Mandan can grow its zone by up to nine blocks. There can be up to a three-block, non-contiguous area.

Eligible blocks can include commercial and residential properties. Applicants meeting a minimum threshold for investment in building improvements and other criteria can receive up to a 100% five-year property tax exemption and a 100% five-year state income tax exemption.

Factors to consider in identifying blocks for the potential Renaissance Zone expansion include property owner interest in and future plans for construction projects and the degree to which a block would redevelop without incentives. Vacant lots never before developed are not eligible.

Steps leading up to this public hearing and City Commission decision-making process included:

- publicity of plans to renew the Renaissance Zone Program through the Mandan Business Brief,
- a news release issued July 8, 2020,
- a presentation to the Bismarck Mandan Chamber EDC Local Issues Committee on July 14, 2020,
- a public information meeting held July 21, 2020,
- Mailings with a questionnaire on June 30 to property owners in areas of consideration for the addition of nine blocks (14 responses received) and on July 9 to property owners in the existing boundaries (11 responses received).
- Public meetings of the Renaissance Zone Committee on the topics of program renewal, updates to qualifications and the expansion of boundaries on May 26, July 7 and July 27, 2020.
- Outreach to the Mandan Progress Organization and Mandan Park District with letters of support received.

Additional steps include seeking letters of support from the Mandan School Board and the Morton County Commission, both of which are required for state approval.

ATTACHMENTS: 1) Resolution of approval for tax exemptions, 2) Visit www.cityofmandan.com/renaissance to download the proposed Mandan Renaissance Zone Development Plan which includes updated qualifications and new boundaries. Also found on this page is the presentation from the public information meeting held July 21, 2020. Any other referenced information is available upon request.

FISCAL IMPACT: The Renaissance Zone program has been an important tool to revitalization of properties along Main Street and in the downtown area since its establishment in 2005. The benefit of owning or buying a property in a Renaissance Zone in any North Dakota approved city is the possibility of tax exemptions for qualifying investments in purchase with improvement, rehabilitation or new construction of commercial and residential properties. Qualifying projects may receive up to a 100% 5-year property tax exemption and a 100% 5-year state income tax exemption.

- A total of 73 projects have been completed, adding nearly \$20 million in documented private investment to the area.
- The total assessed value of all properties in the zone, whether a project or not, has grown from \$35.3 million in 2005, when the zone was established, to \$92.8 million in 2019. This amounts to an increase of 263% and an annual average growth rate of 18.8%.
- The value of properties subject to a Renaissance Zone project grew from \$6.9 million in 2005 to \$30.0 million in 2019. This is a 434% increase or 31% average annual growth. That is 1.6 times higher than the growth rate of the non-project properties.
- On average, the cost of the property tax incentive for Renaissance Zone projects is recouped within 2.3 years after the property re-enters the tax rolls.
- Completed projects have resulted in 11 retained, 19 expanded and 16 new businesses; two mixed-use buildings with 56 additional housing units; plus two residential rehabilitation projects.

STAFF IMPACT: The Business Development and Communications Department manages the Renaissance Zone program and devotes considerable time to processing applications, finalizing projects and remaining compliant with state reporting requirements.

LEGAL REVIEW: 1) A legal notice regarding the public hearing appeared in the *Mandan News* on July 24 and July 31, 2020. 2) The development plan update ultimately requires approval by the N.D. Commerce Department – Division of Community Services. As evidence of local commitment, there's a requirement for resolution from the city indicating that it will approve the tax exemptions and credits provided for in the Renaissance Zone Act. 3) Attorney Oster has reviewed the proposed program update and resolution.

RECOMMENDATION: The Mandan Renaissance Zone Committee voted 7-0 to recommend approval of the application to renew the Mandan Renaissance Zone program with an update of the development plan and the addition of nine blocks as indicated.

SUGGESTED MOTION: I move to approve application to renew the Mandan Renaissance Zone program with an update of the development plan and addition of nine blocks as indicated, and also to approve the resolution for the establishment of a Renaissance Zone in the City of Mandan with the tax exemptions and credits as provided for in the Renaissance Zone Act.

**A RESOLUTION FOR THE ESTABLISHMENT OF A RENAISSANCE ZONE IN
THE CITY OF MANDAN**

WHEREAS, the City of Mandan recognizes the need to encourage investment within a defined geographic area of its jurisdiction that needs to be revitalized, and

WHEREAS, The Renaissance Zone Act (North Dakota Century Code (N.D.C.C.) ch. 40-63) authorizes cities to apply to the Division of Community Services (DCS) for the designation of an area within their respective political boundaries as a Renaissance Zone and, as a precondition of such application, to enact a resolution which provides within the designated and approved Renaissance Zone state income tax and local property tax exemptions, historical tax credits, and, if applicable, investment tax credits in a Renaissance Fund Organization, which resolution will be contingent upon DCS approval of the application, and

WHEREAS, enactment of such exemptions and credits will result in improving the economic, physical, and social conditions with the proposed Renaissance Zone, and

WHEREAS, the City of Mandan is participating in an application to the DCS seeking approval of a Renaissance Zone.

NOW, THEREFORE, BE IT RESOLVED by the City of Mandan, that, contingent upon DCS approval of the city's Renaissance Zone application, the city will approve the tax exemptions and credits provided for in the Renaissance Zone Act.

ENACTED by the Mandan Board of City Commissioners of the City of Mandan, North Dakota, this __ day of _____ 2020.

Tim Helbling, Mayor

Attest:

James Neubauer, City Administrator



Board of City Commissioners

Agenda Documentation

MEETING DATE:	August 4, 2020
PREPARATION DATE:	July 28, 2020
SUBMITTING DEPARTMENT:	Business Development & Communications
DEPARTMENT DIRECTOR:	Ellen Huber, Business Development & Communications Director
PRESENTER:	Ellen Huber, Business Development & Communications Director
SUBJECT:	Public Hearing & Resolution for CDBG Funding for Cloverdale Foods Expansion

STATEMENT/PURPOSE: To conduct a public hearing regarding Community Development Block Grant (CDBG) funds to be used by Cloverdale Foods Company for the purchase of equipment associated with a plant expansion.

BACKGROUND/ALTERNATIVES: The Lewis and Clark Regional Development Council is coordinating an application by the City of Mandan. The funds can be used for economic opportunities as well as housing and suitable living environments for very low and low-income persons through rehabilitation and preservation, economic/job development and public facilities improvements.

The project will be conducted between Sept. 1, 2020 and Aug. 31, 2022. The application being considered would request \$510,000 for the purchase of equipment and associated administration costs. The equipment purchase associated with a plant expansion will facilitate job retention and creation.

ATTACHMENTS: 1) Public hearing notice, 2) LCRCC Staff Summary, 3) Resolution of Sponsorship, 3) Full application available upon request.

FISCAL IMPACT: CDBG funding of \$510,000. The City Commission will be asked to separately consider a contract with the Lewis and Clark Regional Development Council for collection and servicing of this award.

STAFF IMPACT: Minimal.

LEGAL REVIEW: 1) A legal notice of the public hearing was submitted for publication in the *Mandan News* on July. 31, 2020. 2) Attorney Oster has reviewed the application and resolution.

RECOMMENDATION: I recommend approval of the application for Community Development Block Grant (CDBG) funds as proposed for the purchase of equipment by Cloverdale Foods and passage of the corresponding Resolution of Sponsorship and adoption of “Community Development Policies.”

SUGGESTED MOTION: I move to approve the application for Community Development Block Grant (CDBG) funds as proposed for the purchase of equipment by Cloverdale Foods and passage of the corresponding Resolution of Sponsorship and adoption of “Community Development Policies.”

Board of City Commissioners
Agenda Documentation
Meeting Date: Aug. 4, 2020
Subject: CDBG Funding for Cloverdale Project
Page 3 of 5

**PUBLIC NOTICE AND NOTICE OF
PUBLIC HEARING**

The City of Mandan plans to submit a Community Development Loan Fund (CDLF) application to the State of North Dakota, Division of Community Services (DCS). CDLF funds are intended to provide decent housing, suitable living environments and economic opportunities, principally for very low and low-income persons through rehabilitation and preservation, economic /job development and public facilities improvements.

The application being considered would request an initial investment of \$500,000.00 for the purchase of equipment for Cloverdale Foods Company. It is estimated that approximately 100% of the funds would benefit very low and low-income persons. Permanent involuntary displacement of neighborhood persons or businesses is not anticipated. Should it later become necessary to consider such displacement, alternatives will be examined to minimize the displacement. If no feasible alternatives exist, required/reasonable benefits will be provided to those displaced to mitigate adverse effects and hardships. Any very low and low-income housing which is demolished or converted will be replaced.

A public hearing will be held at 5:30 pm CST on Tuesday, August 4, 2020 at Mandan City Hall to obtain citizen views and to respond to proposals and questions related to:

- The proposed CDLF application for Cloverdale Foods Company,
- Community development and housing needs, including the needs of very low and low income persons, as well as other needs in the community that might be addressed through the CDBG program, and
- The performance of the City of Mandan in carrying out its community development responsibilities.

Written comments are also welcome and must be received August 4, 2020 at Mandan City Hall, 205 2nd Avenue NW, Mandan, ND 58554. Oral and written comments will be considered in deciding whether to submit an application for the proposed project. Written summary information will be available at Mandan City Hall on July 31, 2020 until August 4, 2020 on any CDLF application(s) the City of Mandan intends to submit to the state. A copy of the application(s) as submitted to the state will be available for public review at Mandan City Hall after August 4, 2020.

Information and records regarding the City of Mandan's proposed and past use of CDLF funds are available during regular office hours. Advance notice is requested. Individuals including non-English speaking individuals who require accommodations, including appropriated auxiliary aids, translated documents or interpreters to participate in the public hearing, should contact City Administrator Jim Neubauer, 205 Second Ave NW, Mandan, ND 58554, ph. 701-667-3215 or jneubauer@cityofmandan.com or by calling TTY: 800-366-6888, Spanish TTY: 800-435-8590 or Relay ND Voice: 800-366-6889.

Lewis & Clark Regional Development Council Staff Review

Fund Applicant: Cloverdale Foods Company

CDLF forgivable loan not to exceed **\$500,000** from the City of Mandan. Proposed terms 2 year. This note would be in a junior position to 1st International Bank of Bismarck and SBA504 Loan. This note will not accrue interest. Repayment of the note will be forgiven in two installments of \$250,000 annually on the anniversary date of the loan funding if the borrower meets and maintains its job commitment requirements. If the borrower fails to meet the job creation requirements the payment will be forgiven pro rata to the jobs created versus committed with the remaining balance due and payable.

A. PURPOSE

The purpose of this request is to participate in the acquisition of the equipment of Cloverdale Foods Company. The project is for the expansion of Cloverdale Meats in Mandan, ND. Cloverdale is currently a 146,687 SF industrial (food processing) facility located at 2917 and 3015 34th Street NW in Mandan.

The request of the CDLF is \$500,000 and will fund some of the equipment in the project.

The CDLF/ City's share of the package is 2.6%.

B. BACKGROUND

This has been a successful family run business since 1915 and its control still remains in the family. The business is run by Thomas Russell past CEO at 37.15% ownership, Scott Russell CEO at 23.56 and Craig Russell at 23.44% Steven Russell is not involved with the business but does have ownership of 15.86%.

D. RECOMMENDATIONS

This project will bring substantial economic opportunity to the company and to the City of Mandan by creating an additional 66 jobs. The business is strong and well established.

Loan:

Borrower:	Cloverdale Foods Company
Use of Funds:	Equipment Purchase
Amount:	\$500,000.00
Rate:	0% Fixed
Term:	2 years
Fee:	There will be no fees charged to the borrower
Payment:	2 Annual payments of \$250,000
Security:	Purchase Money Security Interest on Equipment purchased with CDLF funds

RESOLUTION OF SPONSORSHIP

Sponsoring units of government must adopt and submit the following or an equivalent resolution. This resolution must be adopted prior to submission of the application.

Be it resolved that City of Mandan
(Sponsoring Unit of Government) will act as sponsoring unit of government for the project titled Cloverdale Foods Company to be conducted during the period 09/01/2020 through 08/31/2022 (duration dates).

Mayor (Title Of Authorized Official) is hereby authorized to apply to the North Dakota Division of Community Services for funding of this project on behalf of City of Mandan (Sponsoring Unit of Government) on August 4, 2020 (Date).

I certify that the above resolution was adopted by the City Commission (City Council, County Board, etc.) of City of Mandan (Sponsoring Unit of Government) on August 4, 2020 (Date).

SIGNED:

Signature

Mayor
Title

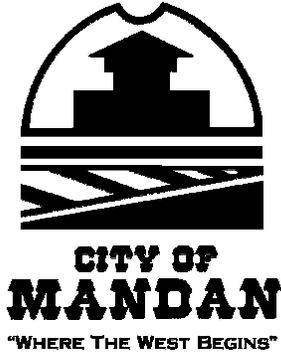
Date

WITNESSED:

Signature

City Administrator
Title

Date



Bids No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4th, 2020
PREPARATION DATE: July 28th, 2020
SUBMITTING DEPARTMENT: Public Works - Streets
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Director of Public Works
SUBJECT: Contingent Heavy Equipment Rates

STATEMENT/PURPOSE: To allow city staff to advertise for private contractor rates for heavy equipment and operators, mainly utilized to assist in hauling snow.

BACKGROUND/ALTERNATIVES: Traditionally, city staff has utilized private contractors to augment our snow hauling efforts. We would like to solicit bids for the snow hauling operations, however we feel it may be beneficial to establish rates for other heavy equipment as well should the need arise. As an example, if a natural disaster would strike, we will have established rates ahead of time. We would ask that contractors provide rates valid for a one year period, however I would like to point out that we did allow for a winter rate as well as a summer rate as many of the contractors are more readily available during the winter months.

ATTACHMENTS: Bidding Documents

FISCAL IMPACT: Will vary depending on weather conditions and needs

STAFF IMPACT: Minimal

LEGAL REVIEW: Attorney Oster's office has reviewed the documents

RECOMMENDATION: To allow staff to advertise for bids relating to heavy equipment rates

SUGGESTED MOTION: Move to approve staff advertising for bids related to contingency heavy equipment rates for the City of Mandan

ADVERTISEMENT

The City of Mandan is seeking cost proposals for “Contingent Heavy Equipment Rates” for the Mandan Street Department, Mandan, ND.

Sealed bids for the “Contingent Heavy Equipment Rates” for the Mandan Street Department, Mandan, ND will be received in the office of the Public Works Director, until ten (10:00) o’clock a.m. on Friday, August 21st, 2020 where bids will be publicly opened and reviewed at the Public Works Department, 411 6th Ave SW, Mandan, ND. All bidders are invited to be present at the opening of the proposals.

The proposals must be mailed to the Public Works Director, 411 6th Ave SW or otherwise deposited with the Public Works Director, 411 6th Ave SW and shall be sealed and endorsed:

**“Proposal – Contingent Heavy Equipment Rates
for the Mandan Street Department”
Name of the person, firm or corporation submitting the bid**

If a bid is to be faxed, the bid must be sent to a bidder’s agent, independent of the City of Mandan, placed in a sealed envelope, labeled according to this specification and delivered to the office of the Public Works Director prior to the bid deadline.

Bids must be submitted on forms furnished by the City of Mandan and in accordance with specifications and conditions therein contained. Copies of proposal forms and specifications may be obtained from the Public Works Director at 411 6th Ave SW, Mandan, ND or on the City of Mandan web site, www.cityofmandan.com.

The right is reserved to hold all bids for a period of thirty (30) days, to reject any and all bids, to waive technicalities or to accept such as may be determined to be for the best interest of the City of Mandan

Publish August 7th and 14th, 2020

City of Mandan
James Neubauer
City Administrator

REQUEST FOR BID

Contingent Heavy Equipment Rates for the Mandan Street Department, Mandan, ND

Bids due 10:00 a.m. Friday, August 21, 2020

Bids opened 10:00 a.m. Friday, August 21, 2020

The City of Mandan plans to provide for contingent on-call assistance for the 2020-2021 seasons in conjunction and cooperation with our current Public Works Department Street Division operation as deemed necessary. The length of the bid term will be from October 1st, 2020 – October 1st, 2021, to include availability for all Street Division shift schedules.

The City of Mandan requires that the successful bidder demonstrate their ability to access and provide within 5 hour notification by Brian Dirk, Public Works Street Superintendent or Mitch Bitz, Public Works Director:

- Minimum of 3 tandem trucks with a minimum of 20 yard boxes to include operators
- 2.5 yard Loader to include Operator
- Loader w/12' plow to include Operator
- Loader w/Blower attachment capable of loading truck at 2,000 tons/hr- Minimum
- Motor Grader w/12' plow to include Operator
- Skid-Steer to include Operator
- Skid-Steer w/Snow Blower to include Operator
- Skid-Steer w/Broom to include Operator

Tandem Trucks, Loaders, Grader, Skid-steer and Operators

General Specifications:

1. Truck(s) shall be clean North Dakota DOT inspected vehicles.
2. The successful bidder shall be responsible to provide adequate service, within Street Department timelines and response time, regardless of breakdowns or staffing issues. The successful bidder will be required to provide replacement equipment and/or drivers *within one hour* for scheduled snow removal service.
3. All truck drivers and equipment operators shall be qualified, competent, and safe operators with appropriate and applicable licenses.
4. The total bid price shall not include any North Dakota sales tax, for which an exemption certificate can be furnished.
5. Bids must be submitted on forms supplied by the City, and bidders must comply with all conditions in the bid specifications.
6. The City of Mandan reserves the right to reject any or all bids, or to accept the bid that is deemed to be in the best interest of the City of Mandan.
7. Work schedules will be communicated through Brian Dirk, Public Works Street Superintendent or his designee, to the successful bidder's point of contact listed on the bid form.
8. The right is reserved by either party to terminate this agreement with or without cause at any time if the recipient does not comply with the provisions of this agreement or its attachments.

9. The successful bidder further undertakes and agrees to and with the City of Mandan that it will protect, indemnify, and hold harmless the City of Mandan from any and all damages and liability whatsoever on account of any accident or injury which may occur or be caused directly or indirectly to any person or property on account of the performance of said work by the contractor.
10. It is hereby understood and agreed that any and all employees of the successful bidder and all other persons employed by the company in the performance of any of the services required or provided for under this agreement shall not be considered employees of the City of Mandan, and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said company's employees while so engaged in any of the services to be rendered under this agreement by the company shall in no way be the obligation or responsibility of the City of Mandan.
11. Bid submitted must contain- Proof of ND State Contractors License.
12. The successful bidder shall, within 10 days of bid award, furnish a Certificate of Insurance to the Mandan Public Works Office, as evidence of sufficient and satisfactory coverage.
13. Any deletions, variations, or exceptions to the specifications must be explained in detail within submitted bid document(s).



Board of City Commissioners

Agenda Documentation

MEETING DATE: Aug. 4, 2020
PREPARATION DATE: July 20, 2020
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: LCRDC agreement for loan origination & servicing

STATEMENT/PURPOSE: To consider an agreement with Lewis and Clark Regional Development Council (LCRDC) for origination and servicing of loan to Cloverdale Foods Company for a Bank of North Dakota PACE interest buydown.

BACKGROUND/ALTERNATIVES: The LCRDC has previously agreed to help the City of Mandan Growth Fund with origination and servicing of loans for the local share of Bank of North Dakota interest buydowns. The City Commission on April 4, 2020, approved a loan for a buydown for Cloverdale Foods Company for a plant expansion. The loan is for up to \$134,615.39 at 0% interest to be repaid within five years following a five-year buydown period (maximum 10 years total).

Under the proposed agreement, the LCRDC will charge flat fee of \$1,500 to be paid by the borrower for all hard costs such as the mortgage filing fee, credit report, UCC filing and collection of payments after the buydown period ends.

ATTACHMENTS: Agreement

FISCAL IMPACT: None

STAFF IMPACT: Minimal.

LEGAL REVIEW: City Attorney Amy Oster has reviewed the agreement.

RECOMMENDATION: I recommend approval of the proposed agreement with the Lewis and Clark Regional Development Council for origination and servicing of a loan

associated with a Bank of North Dakota PACE interest buydown for Cloverdale Foods Company.

SUGGESTED MOTION: I move to approve the agreement with the Lewis and Clark Regional Development Council for origination and servicing of a loan associated with a Bank of North Dakota PACE interest buydown for Cloverdale Foods Company.

CONTRACT FOR COLLECTION SERVICES

This agreement is made this _____ day of _____, 2020, by and between the City of Mandan, 205 2nd Avenue, NW, Mandan, North Dakota, (hereinafter referred to as “City”), and Lewis and Clark Regional Development Council, 200 1st Avenue NW, Mandan, North Dakota, (hereinafter referred to as “Council”).

WHEREAS, it is the desire of the City to have Council perform certain origination, collection, and administrative functions with respect to the loan provided by the City to Cloverdale Foods Company (hereinafter referred to as “Borrower”).

WHEREAS, the Council has prior knowledge and experience relating to the Borrower, revolving loan fund management, origination of loan documents collection, administration and servicing of loan programs.

NOW THEREFORE, for aforementioned consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby covenant and agree as follows:

The Council will provide the following services:

1. Council will prepare all loan and security documents as required by the terms and conditions set forth by the City of Mandan. Borrower will be assessed one thousand five hundred dollars (\$1,500.00) for origination fees and will be required to pay any hard costs, including but not limited to security filing fees, lien searches, and credit report fees.
2. Council will maintain all security filings, collateral listings, insurance documents and other documents and filings as may be required in the loan documents.
3. Council will prepare and deliver to the Borrower a “AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS” indicating dates payments are due and from which account of the borrower the payments will be taken.
4. Borrower will make all payments payable to Council.
5. All loan payments received from the Borrower shall be deposited by Council in a FDIC-insured institution. Payments received from the Borrower will be tracked separately from payments received from other borrowers.
6. Council will mail or deliver to the City a check for the full amount received from the Borrowers less the amount allowable to be retained by the Council under terms of this agreement. Council shall send to City documentation of payments made. Payments received from Borrowers between the 1st and 31st of the previous month will be submitted to the City prior to the 15th of the subsequent month.

7. Council shall receive from and review all reports from the Borrower, such as financial reports, as may be required by the loan documents and by the City for purposes of the loan, and shall deliver copies of said reports to the City as may be required.
8. Council shall provide Grantee with periodic reports, at least annually, of the status of the loan and shall provide such necessary information and account statuses to any legal representative retained by the city for purposes of collection of any loans.
9. Council shall provide limited assistance with respect to the collection of past-due loan payments. Said limited assistance may be as follows:
 - a. As soon as is practical after payments are ten (10) days late, Council will send a reminder notice to the Borrower.
 - b. A late fee of 15% of the payment amount shall be assessed to the Borrower upon the payment being ten (10) days past due. Collection of late fees shall be at the sole discretion of the Council. Council shall retain all late fees collected.
 - c. As soon as is practical after payments are thirty (30) days past due, Council will attempt to contact the Borrower by telephone or other means to determine the cause of late payment and if any assistance is needed.
 - d. If not already done, and as soon as is practical after payments are sixty (60) days late, Council will attempt to visit with the Borrower in-person.
 - e. The City will be informed by Council in writing if the Borrower is more than ninety (90) days past due.
 - f. At any time during the life of the loan, Council will attempt to provide the technical assistance to the Borrower as may be request by the Borrower or as may be determined by the Council or by the City.
 - g. If situations arise that may require any changes or amendments to the loan agreements, Council will confer with the Borrower and present to the City its recommendations, including terms for work-out agreements and other, as may be advisable. If approved by the City, Council will assist in preparing or presenting such proposed changes to the City for its approval. If such changes or amendments are approved by the City, Council will prepare all necessary documents.
 - h. The City shall be responsible to determine when, or if, legal action shall be initiated on any loan for default or breach of contract and for all costs and expenses related to or incurred in such legal proceedings. If legal action is initiated, Council will make available to the City or to any legal representative retained by the Grantee for purposes of collection on any loans all documents and other information it may have related to the loan.

10. As compensation for its services, Council shall charge a fee of 0% per annum of the outstanding principal to the borrower. In the event this agreement is terminated by either or both parties, Council shall be entitled to receive compensation based on the interest paid from the date of the agreement to the date of termination.
11. The City accepts all risks with the enforceability and collectability of the loan, and it shall have sole responsibility for program evaluation, approval and accountability.
12. Servicing and collection responsibilities of the Council shall commence upon the date of closing and terminate automatically once the loan is repaid in full or, unless otherwise mutually agreed upon by both parties, at such time as any unpaid principal balance has been referred by the City for formal legal proceedings. Upon termination, Council shall provide the City with a report of the status of the loan payments made thereupon.
13. This agreement may be amended or terminated for cause or by mutual consent according to the following:
 - a. If the City believes that Council is in breach of the terms of this agreement, the City shall provide Council with written notice specifying all defaults. Council shall have thirty (30) days to cure such defaults or to establish that no default exists. If the defaults are not cured with 30 days, the City may terminate this agreement.
 - b. By mutual consent, this contract may be amended or terminated by instrument and signatures of both parties.
14. Council has, or will secure at its own expense, all personnel required in performing services under this contract. Such personnel shall not be employees of or have any contractual relationship with the City. None of the work or services covered by this contract shall be sub-contracted without prior written approval of the City.
15. Council will maintain and make available all records pertaining to the above services and activities in accordance with and for periods of time as required by the City and federal law and regulations. During such time, and for sixty (60) days thereafter, the City may take possession of said records upon written request.
16. This agreement shall not be deemed to create a joint venture relationship or principal-agent relationship between the City and Council. At all times material, Council shall be deemed an independent contractor of the City.
17. This agreement shall be construed under the laws of the State of North Dakota.

APPROVED:

By: Tim Helbling, Mayor

Date

By: Jim Neubauer, City Administrator

Date

By: Brent Ekstrom, Executive Director

Date



Consent No. 2

Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 21, 2020
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatement application from Roxanne Praus

STATEMENT/PURPOSE: To consider reduction to the 2019 value of the property at 4605 Lewis Road NW

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-5393930 with a legal description of S ½ Lot 4 Block 2 West River 3rd

Reason for abatement: the 2019 assessment was calculated with a finished basement. The basement was not finished until later in 2019 for the 2020 assessment.

ATTACHMENTS: Application for Abatement

ESTIMATED FISCAL IMPACT: All taxing entities = \$389.47, City share = \$93.21

STAFF IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney

RECOMMENDATION: I recommend a motion to approve the abatement for Roxanne Praus at 4605 Lewis Road NW.

SUGGESTED MOTION: I move to approve the abatement as presented for Roxanne Praus at 4605 Lewis Road NW.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-5393930
Name Roxanne Praus Telephone No. _____
Address 4605 Lewis Road Mandan ND 58554

Legal description of the property involved in this application:
S 1/2 Lot 4 Block 2 West River 3rd, City of Mandan

Total true and full value of the property described above for the year 2019 is:
Land \$ 17,500
Improvements \$ 193,100
Total \$ 210,600
(1)

Total true and full value of the property described above for the year 2019 should be:
Land \$ 17,500
Improvements \$ 160,500
Total \$ 178,000
(2)

The difference of \$ 32,600.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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

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

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

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

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

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

Applicant asks that correction be made to 2019 assessment/taxes. The property was assessed/taxed with basement
finish for 2019.

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

I declare under the penalties of N.D.C.C. § 12-1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant Roxanne Praus Date 7/21/20



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 23, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Annual Liquor License Renewals

STATEMENT/PURPOSE: All liquor licenses must be approved by the Board of City Commissioners on an annual basis.

BACKGROUND/ALTERNATIVES: Applications and fees have been received by the following applicants.

Class "B" Club

1. Mandan Moose Lodge
2. Fraternal Order Of Eagles

The applicants were contacted and informed of the possibility of a later due date for their applications. These two applicants indicated they wished to simply move forward for their consideration.

Property taxes are current for these applicants.

ATTACHMENTS: N/A

FISCAL IMPACT: The fees for these applications have been received based upon the new resolution.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend to approve Mandan Moose Lodge and Fraternal Order Of Eagles licenses for the period of September 1, 2020 – June 30, 2021. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code and Building Inspection Codes.

Board of City Commissioners
Agenda Documentation
Meeting Date: July 23, 2020
Subject: Annual Liquor License Renewals
Page 2 of 2

SUGGESTED MOTION: I move to approve Mandan Moose Lodge and Fraternal Order Of Eagles licenses for the period of September 1, 2020 – June 30, 2021. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code and Building Inspection Codes.



Board of City Commissioners

Agenda Documentation

MEETING DATE: Aug. 4, 2020
PREPARATION DATE: July 29, 2020
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: LCRDC agreement for loan origination & servicing

STATEMENT/PURPOSE: To consider an agreement with Lewis and Clark Regional Development Council (LCRDC) for collection and servicing of a loan to Cloverdale Foods Company for the purchase of equipment using Community Development Block Grant (CDBG) funds.

BACKGROUND/ALTERNATIVES: As part of the agenda items discussed under Public Hearing No. 2 and Resolution No. 3, the City of Mandan is applying for Community Development Block Grant (CDBG) funds through the Lewis and Clark Regional Development Council and the North Dakota Department of Commerce – Community Services Division for a loan to Cloverdale Foods Company. Cloverdale will use the \$500,000 zero percent interest loan for the purchase of equipment for an expansion that will assist with employee retention and attraction.

ATTACHMENTS: Loan collection and servicing agreement

FISCAL IMPACT: None

STAFF IMPACT: Minimal staff time will be involved to transfer funds received to the LCRDC, which will in turn monitor the draws of funds and do all data collection to comply with the award requirements. Following the close-out of the award through the term of the note, LCRDC will work with the borrower to maintain compliance and collect required information for loan forgiveness. After the loan matures and is either paid off or forgiven, LCRDC will submit all documentation to the City of Mandan to maintain on record for seven years. Throughout this process the City of Mandan will have the ultimate authority of any changes to the loan, however, LCRDC will prepare recommendations and present to the City as may be required to assist in those

decisions. The City of Mandan will from time-to-time be required to sign documents related to the project. LCRDC will prepare these documents for the City.

LEGAL REVIEW: City Attorney Amy Oster has reviewed the agreement.

RECOMMENDATION: I recommend approval of the proposed agreement with the Lewis and Clark Regional Development Council for origination and servicing of a loan associated with a Bank of North Dakota PACE interest buydown for Cloverdale Foods Company.

SUGGESTED MOTION: I move to approve the agreement with the Lewis and Clark Regional Development Council for origination and servicing of a loan associated with a Bank of North Dakota PACE interest buydown for Cloverdale Foods Company.

**CONTRACT FOR ADMINISTRATION AND COLLECTION OF
COMMUNITY DEVELOPMENT BLOCK GRANT AND LOAN FUNDS**

This agreement is made this ___ day of _____, 2020, by and between the City of Mandan, 205 2nd Avenue NW, Mandan, North Dakota (hereinafter referred to as "Grantee"), and Lewis and Clark Regional Development Council, 200 1st Avenue NW, Mandan, North Dakota (hereinafter referred to as "Council").

WHEREAS, the State of North Dakota (hereinafter referred to as "State") has provided Lewis and Clark Community Development Loan Funds (hereinafter referred to as "CDLF") from the Community Development Block Grant program, hereinafter referred to as CDBG program, to the Grantee;

WHEREAS, the Grantee is providing a CDLF loan to Cloverdale Food Company (hereinafter referred to as "Borrower") on approximately September 1, 2020.

WHEREAS, it is the desire of the Grantee to have Council perform certain administrative functions with respect to the aforesaid CDBG grant and CDLF loan;

WHEREAS, the Council has prior knowledge and experience relating to the Borrower, CDBG and CDLF, and management, administration and servicing of public loan programs.

NOW THEREFORE, for aforementioned consideration, the sufficiency of which is hereby acknowledged, the undersigned hereby covenant and agree as follows:

With respect to administration of the CDBG grant to provide a CDLF loan to the borrower:

1. Council will perform the following described duties relating to administration of the CDBG grant:

- a. Attend and report at meetings as may be required;
- b. Prepare public notices and other documents as may be required to assure public input and comment;
- c. Prepare and submit documents and undertake other activities as may be necessary to obtain environmental clearances;
- d. Verify other participants and levels of participation;
- e. Establish and maintain required files and filing procedures;
- f. Assist Grantee in activities that may be required to establish a bank account that can receive federal funds;

- g. Prepare and submit such legal documents, e.g., Loan Agreements, Security Agreements, Promissory Notes, Guaranty's Stock Agreements, Mortgages, as are necessary;
- h. Review documents relating to requests for payment and prepare and deliver to the State drawdown requests;
- i. If necessary and as may be applicable, obtain contractor clearances, review construction contracts, monitor progress and activities, and conduct project inspections for compliance with federal labor and civil rights regulations.
- j. Prepare amendment requests as may be necessary;
- k. Prepare and submit to the State necessary financial reports (excluding program audit) and progress reports;
- l. Monitor and report to the State job creation and retention figures, including documentation as may be required by the state;
- m. Prepare and submit to the State a closeout report.

2. Grantee will issue all CDBG payments, maintain relevant financial records as may be required, and supply to Council copies of bank statements and cancelled checks. Grantee further authorizes the Council's Executive Director to sign annual and semi-annual reports that are required by the State. Grantee will be responsible for signing all Request for Funds forms and the Final Performance Report.

3. Administration responsibilities of the Council shall commence upon the date of the letter from the State announcing the grant award to the Grantee, and terminate upon closeout of the grant.

4. Compensation to the Council for administrative activities described above shall be the amount shown on the grant agreement between the Grantee and the State, and shall be paid from grant funds. Costs, if any, of legal advertising, legal costs, filing fees, and audit fees will not be covered by the grant and not the responsibility of the Council. Payment by the Grantee to the Council for administration shall be made upon approval of payment of administration invoice by DCS.

With respect to the CDLF loan to the Borrower, Council will provide the following collection and servicing services:

5. Council will prepare and deliver to the Borrower required payment procedures based upon the terms of the loan.

6. Borrower will make all payments payable to Council.

7. All loan payments received from the Borrower shall be deposited by Council in a FDIC-insured institution. Payments received from the Borrower will be tracked separately from payments received from other borrowers.
8. Council will mail or deliver to the Division of Community Services (hereinafter referred to as "DCS") a check for the full amount received from the Borrower less the amount allowable to be retained by the Council under terms of this agreement and as allowable by the State and DCS on or about the date payment to DCS is due.
9. Council shall receive from and review all reports from the Borrower, such as financial reports, as may be required by the loan documents and by DCS for purposes of the CDLF loan, and shall deliver copies of said reports to the Grantee and DCS as may be required.
10. Council shall provide Grantee with periodic reports, at least annually, of the status of the loan and shall provide such necessary information and account status to any legal representative retained by the Grantee for purposes of collection of any loans.
11. Council will maintain all security filings, collateral listings, insurance documentation and other documents and filings as may be required in the loan documents.
12. Council shall provide limited assistance with respect to the collection of past-due loan payments. Said limited assistance may be as follows:
 - a. As soon as is practical after payments are ten (10) days late, Council will send a reminder notice to the Borrower.
 - b. As soon as is practical after payments are twenty-one (30) days late, Council will attempt to contact the Borrower by telephone or other means to determine the cause of late payment and if any assistance is needed.
 - c. If not already done, and as soon as is practical after payments are sixty (60) days late, Council will attempt to visit with the Borrower in-person.
 - d. The Grantee will be informed by Council in writing if the Borrower is more than ninety (90) days late.
 - e. At any time during the life of the loan, Council will attempt to provide, or have provided, technical assistance to the Borrower as may requested by the Borrower or as may be determined necessary by the Council or by the Grantee.
 - f. If situations arise that may require any changes or amendments to the loan agreements, Council will confer with the Borrower and present to the Grantee its recommendations, including terms for work-out agreements and other, as may be advisable. If approved by the Grantee, Council will assist in preparing or

presenting such proposed changes to DCS for its approval. If such changes or amendments are approved by DCS, Council will prepare all necessary documents.

- g. The Grantee shall be responsible to determine when, or if, legal action shall be initiated on any loan for default or breach of contract and for all costs and expenses related to or incurred in such legal proceedings. If legal action is initiated, Council will make available to the Grantee or to any legal representative retained by the Grantee for purposes of collection on any loans all documents and other information it may have related to the loan.

13. As compensation for its services, Council shall retain fifty percent (50%) of the total amount of interest paid or recovered with respect to the loan, upon determination by DCS that the job creation objective for the loan has been satisfied and that an Administrative or Final Close-out has been issued by DCS. In the event this agreement is terminated by either or both parties, Council shall be entitled to receive compensation based on the interest paid from the date of the Administrative or Final Close-out to the date of termination.

14. The Grantee accepts all risks with the enforceability and collect ability of the loan, and it shall have sole responsibility for program evaluation, approval and accountability.

15. Servicing and collection responsibilities of the Council shall commence upon the date of Release of Funds as issued by the State and terminate automatically once the loan is repaid in full or, unless otherwise mutually agreed upon by both parties, at such time as any unpaid principal balance has been referred by the Grantee for formal legal proceedings. Upon termination, Council shall provide the Grantee with a report of the status of the loan payments made thereupon.

With respect to both administration and collection and servicing activities, both parties to this contract agree to the following:

16. This agreement may be amended or terminated for cause or by mutual consent according to the following:

- a. If the Grantee believes that Council is in breach of the terms of this agreement, the Grantee shall provide Council with written notice specifying all defaults. Council shall have thirty (30) days to cure such defaults or to establish that no default exists. If the defaults are not cured within 30 days, the Grantee may terminate this agreement.
- b. By mutual consent, this contract may be amended or terminated by instrument and signatures of both parties.

17. Council has, or will secure at its own expense, all personnel required in performing services under this contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee. None of the work or services covered by this contract shall be sub-contracted without prior written approval of the Grantee.

16. Council will maintain and make available all records pertaining to the above services and activities in accordance with and for periods of time as required by the State and federal law and regulations. During such time, and for sixty (60) days thereafter, Grantee may take possession of said records upon written request.

19. This agreement shall not be deemed to create a joint venture relationship or principal-agent relationship between the Grantee and Council. At all times material, Council shall be deemed an independent contractor of the Grantee.

20. This agreement shall be construed under the laws of the State of North Dakota.

APPROVED:

City of Mandan

*Lewis and Clark Regional
Development Council*

By: Tim Helbling
Its: Mayor

By: Brent Ekstrom
Its: Executive Director

Date

Date



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 30, 2020
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Information on Change Orders 1 & 2 for Street Improvement District 213 Project 2017-08 (Mandan Hill Addition).

STATEMENT/PURPOSE: To inform city commission of change orders 1 and 2 for Mandan Hill Addition.

BACKGROUND/ALTERNATIVES: Change order 1 is a time extension that was requested on August 13, 2019 that was not officially approved so we are bringing this forth for record keeping. Change order 2 is for items that needed to be addressed to complete the project.

ATTACHMENTS: 1. Change Order 1
2. Change Order 2

FISCAL IMPACT: No additional cost associated with change order 1. Change order 2 increases the cost by \$37,745.58.

STAFF IMPACT: Time to review the change orders.

LEGAL REVIEW: All items forwarded to City Attorney for review.

RECOMMENDATION: No action required by city commission for these change orders.

SUGGESTED MOTION: No action required by city commission for change orders 1 and 2 for Street Improvement District 213, Project 2017-08 (Mandan Hill Addition). For information only.



SWENSON, HAGEN & CO. P.C.

civil engineering, surveying, land planning, hydrology
 landscape & site design, construction management
 909 Basin Ave, Bismarck, ND 58504 701.223.2600
 shens@swensonhagen.com

Change Order (CO) – 1

Date: 8-13-19

Project: Mandan Hills SID 210

Contractor: Northern Improvement Company

Owner: City of Mandan

Contract Date: October 31, 2018 interim & September 1, 2019 final

You are directed to make the changes noted below in the subject contract:

Nature of the Changes:

1. Time extension for the completion of all remaining work except for the chip seal to be completed by October 15, 2019. Chip seal shall be completed by August 1, 2020.
-

These changes result in the following adjustment of the contract price and contract time:

Contract Total Prior to this Change Order	\$ 1,124,690.20
Net Increase/Decrease Resulting from this Change Order	\$ None
Current Contract Total Including this Change Order	\$ 1,124,690.20
Contract Time Prior to this Change Order	
Net Increase/Decrease Resulting from this Change Order	
Current Contract Time Including this Change Order	

The above changes are approved and accepted:

ENGINEER:
 By: [Signature]
 Title: Engineer
 Date: 9/1/19

CITY:
 By: _____
 Title: _____
 Date: _____

CONTRACTOR:
 By: [Signature]
 Title: UP/PM/Estimator
 Date: 8/21/19



SWENSON, HAGEN & CO. P.C.

civil engineering, surveying, land planning, hydrology
 landscape & site design, construction management
 909 Basin Ave, Bismarck, ND 58504 701.223.2600
 shene@swensonhagen.com

Change Order (CO) – 2

Date: 7-27-20

Project: Mandan Hills SID 210

Contractor: Northern Improvement Company

Owner: City of Mandan

Contract Date: October 31, 2018 interim & September 1, 2019 final

You are directed to make the changes noted below in the subject contract:

Nature of the Changes:

- | | |
|---|-------------|
| 1. Increase manhole size from 48" to 60" diameter for construction purposes | \$ 4,691.73 |
| 2. Unit Price Increase for Work Completed in 2019. Contractor is requesting a change to the unit prices for the below listed items. | |
| Standard Curb & Gutter 4,793LF increase from \$15.30 to \$15.60, a net increase of | \$ 1,437.90 |
| 6" Gravel Base (Class V) 3,905 TON increase from \$16.80 to \$18.30, a net increase of | \$ 5,857.50 |
| 3" AC Base Course (Class B) 1,809 TON increase from \$63.80 to \$75.85, a net increase of | \$21,798.45 |
| 3. Add one light pole to project, old pole is not available, increase of | \$ 3,960.00 |

These changes result in the following adjustment of the contract price and contract time:

Contract Total Prior to this Change Order	\$ 1,124,690.20
Net Increase/Decrease Resulting from this Change Order	\$ 37,745.58
Current Contract Total Including this Change Order	\$ 1,162,435.78
Contract Time Prior to this Change Order	_____
Net Increase/Decrease Resulting from this Change Order	_____
Current Contract Time Including this Change Order	_____

The above changes are approved and accepted:

ENGINEER:
 By: [Signature]
 Title: Engineer
 Date: 7/28/2020

CITY:
 By: _____
 Title: _____
 Date: _____

CONTRACTOR:
 By: [Signature]
 Title: sr Project Mgr.
 Date: 7/28/2020



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 30, 2020
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Missouri West Water Service Allowance

STATEMENT/PURPOSE:

To consider allowing Missouri West Water System to serve a property within the cities extraterritorial zone.

BACKGROUND/ALTERNATIVES:

The Missouri West Rural Water System recently requested to serve a two lot subdivision outside of city limits but within the city's one mile extraterritorial zone. The property is described as the W ½ of Gov't Lot 1, Section 17, T139N, Rng 81W called Schaff Estates. The parcel number is 410025100.

This property is about 2,600 feet from our nearest available watermain. Given this distance to available city watermain and that they are located outside of city limits, staff feels it would be an extraordinary hardship not to allow Missouri West to serve.

With this allowance, the city reserves the right to demand that the properties connect to the city water system at such time that the city installs watermain within 200 feet of the property.

ATTACHMENTS:

1. Map of property showing its distance to City of Mandan watermain
2. Body of email from Karin of Missouri West making the request.

FISCAL IMPACT: Minimal

STAFF IMPACT: Minimal

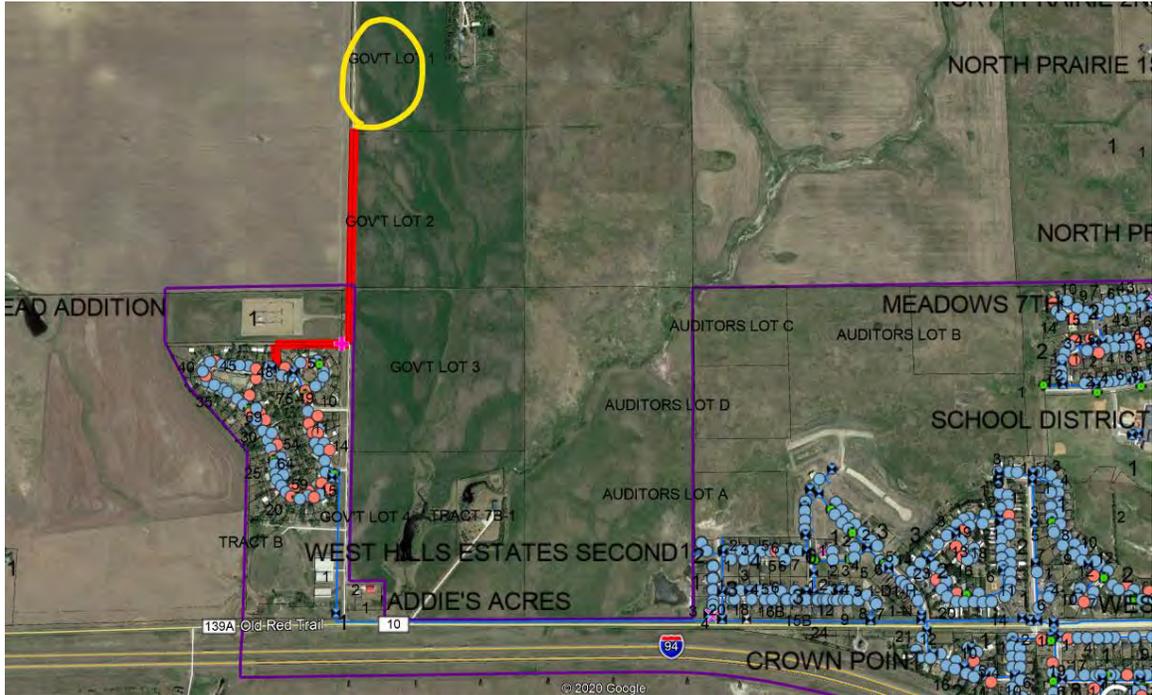
LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION:

Recommend allowing Missouri West to serve County Parcel #410025100 with rural water.

SUGGESTED ACTION:

Move to approve the requests made by Missouri West to allow them to serve County Parcel #410025100 with rural water.



Hi Jim,

We have a request to serve a 2 lot subdivision in the W ½ of Gov't Lot 1, Section 17, T139N, Rng 81W called Schaff Estates.

We currently provide several users in and around the area.

Please me know if we are able to serve these two additional lots.

Thank you and have a great day!

Karin Garvie, Manager
Missouri West Water System
701-667-4532 Phone
701-663-2279 Fax



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4th, 2020
PREPARATION DATE: July 30th, 2020
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Mandan Moose Events Application

STATEMENT/PURPOSE: Consider approval of the Special Event Permit for the Mandan Moose Club Family Nights and Block Party.

BACKGROUND/ALTERNATIVES: The Mandan Moose Club is having 3 events. The first will be on August 15th, 2020 and will be a bowling/corn hole tournament. They are partnering with Ten Spot Lanes. The 2nd event will be on September 12th, 2020 and will be a corn hole tournament. The 3rd event is a block party for the neighbors of the Moose Club. They will be grilling. This event is on September 13th, 2020. For each of these events, the Club will close 11th Ave NE from the alley north to the intersection of 1st St NE. The time period the street will be closed for each event is from 2pm to 10pm. The Event application and street closure has been approved by Police, Fire, Public Works and Engineering departments.

ATTACHMENTS: Special Event Permit Application.

FISCAL IMPACT: None

STAFF IMPACT: none they will provide their own barricades

LEGAL REVIEW: N/A

RECOMMENDATION: To approve the road closure for the Mandan Moose Club Special Event Application for the Family and Block Party Events.

Board of City Commissioners
Agenda Documentation
Meeting Date: August 4th, 2020
Subject: Mandan Moose Club Special Event
Application
Page 2 of 2

SUGGESTED MOTION: Move to approve the road closure for the Mandan Moose Club Special Event Application for the Family and Block Party Events.

Permit Application #: 20-07. 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: 7-23-2020

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

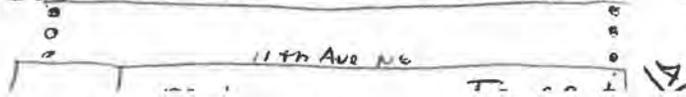
Name of Event Manager: Deh Frohly
Driver's License Number: _____ State ND
Date of Birth: _____ Phone Number: _____ Email: mandanmoweb@tsg9.mind.comnetwork.com
Address: _____ City: Bismarck State: ND Zip: 58501
Have you ever been convicted of a crime? YES NO
If yes please list charge(s) and year of conviction(s):

(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)

We will be doing the street closing
as for our tractor Trek on July 8.



Permit Application #: _____ Date Complete: _____
(For office use only)

Business Address: 111 11th Ave NE City: Mandan State: ND Zip: 58554
Corporation/Organization: Mandan Moose Lodge State of Incorporation: ND
Tax ID #: 45-0233616 501(c)3 #: _____ City Sales Tax ID #: 1793700
Have you ever coordinated/promoted another event/s? YES NO

If yes, please provide the following:

Last event/s Location: Mandan Moose Tractor Tret Date: 7/13/2020
Contact Name: Deb French Phone: 701-663-9425
E-mail Contact: MandanMooseLodge@midco-network.com

Section 2 – Event Information

Event Name: Family Events/Block party Anticipated Daily Attendance: 100
Event Date(s): 8/15/2020 9/13/2020/9/14 Set-up Date: 8/13/9/12+13 Hours: 2pm-10pm
Hours of event each day: _____
(begin and end times)

Take Down Date(s): Same day as event Hours: _____

E-Mail address for public information: _____

WEB address for public information: N/A

Location of Event/physical address: 111 11th Ave NE Mandan ND 58554

Sponsors of the Event: Mandan Moose - Ten Spot Bowling

Brief Description of Event:

<u>Bowling - Cornhole Tournament</u>	<u>8-15-2020</u>
<u>Cornhole Tournament</u>	<u>9-12-2020</u>
<u>Block party</u>	<u>9-13-2020</u>

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)

N/A

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? 10

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: 1 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: JUSTIN FROSETH Date Approved: 7-30-2020 Initials: JF
(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: _____

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: Mandan Moore

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?

yes - Wrist Bands

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::

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)

Signature Page from City Officials and Department Heads

J. Madelko / per email
07-28-20

Fire Department Date

[Signature] / 07-20-20

Police Department Date

_____ / _____

Finance Department Date

Justin F... / 17-30-2020

Engineering Department Date

_____ / _____

Public Works Date

_____ / _____

City Administrator Date

_____ / _____

Park District Designee Date

Date Approved by City Commission: _____

Signature Page from City Officials and Department Heads

_____/_____
Fire Department Date

_____/_____
Police Department Date

_____/_____
Finance Department Date

_____/_____
Engineering Department Date

NAI *7/27/20*

_____/_____
Public Works Date

_____/_____
City Administrator Date

_____/_____
Park District Designee Date

Date Approved by City Commission: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4th, 2020
PREPARATION DATE: July 30th, 2020
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: JAG and Lottery Grant for Metro Area Narcotics Task Force

STATEMENT/PURPOSE: Consider approval of the City of Mandan JAG and Lottery Grant application to provide funding for the Metro Area Narcotics Task Force.

BACKGROUND/ALTERNATIVES: The City of Mandan has participated in previous years in the JAG and Lottery Grants to provide funding for the Metro Area Narcotics Task Force. This grant application is for the time period of 01-01-2021 through 12-31-2021. The grant request is for \$58,500 which is 65% of the total budget request. This funding will provide for office supplies, cell phone service, vehicle rental, training and Trap and Trace.

ATTACHMENTS: Grant application, addendums and MOU between the participating Task Force agencies and the Metro Area Narcotics Task Force.

FISCAL IMPACT: \$31,500 match which is shared by the NDBCI, Morton County Sheriff's Office, Mandan Police Department, Bismarck Police Department and Burleigh County Sheriff's Office.

STAFF IMPACT: Mandan Police Department assigns an officer to the Task Force. Deputy Chief Bier is the Fiscal Officer for this grant.

LEGAL REVIEW:

RECOMMENDATION: To approve the City of Mandan JAG and Lottery Grant application to provide funding to Metro Area Narcotics Task Force.

SUGGESTED MOTION: Move to approve the City of Mandan JAG and Lottery Grant application to provide funding to the Metro Area Narcotics Task Force.

JAG AND LOTTERY GRANT APPLICATION
OFFICE OF THE ATTORNEY GENERAL

Project Period 1/1/2021-12/31/2021

I – APPLICATION OVERVIEW

Subrecipients are state agencies, units of local government (such as a city or county), or other general-purpose political subdivisions of a state or Indian Tribe.			
Subrecipient Level of Government (Check One)			
<input type="checkbox"/> State	<input type="checkbox"/> County	<input checked="" type="checkbox"/> City/Town	<input type="checkbox"/> Indian Tribe

Name of Subrecipient (City, County, State Agency)	DUNS #	Subrecipient Phone	
City of Mandan	0222277190000	701-667-3213	
Suprecipient Street Address	City	State	Zip Code
205 2nd Ave NW	Mandan	ND	58554
Suprecipient Contact Name	Title		
Greg Welch	Finance Director		
Email Address			
gwelch@cityofmandan.com			

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement. Overall responsibility for the administration of the project rests with this individual. Examples: mayor, city or county auditor, director of the state agency, or Tribal Chairperson.			
Name of Authorized Official	Title	Phone	
Tim Helbling	Mayor-City of Mandan	701-667-7460	
Street Address	City	State	Zip Code
205 2nd Ave NW	Mandan	ND	58554
Email Address			
tim.helbling@cityofmandan.com			

The Project Director has the direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General. Examples: task force coordinator or executive director.			
Name of Project Director	Title	Phone	
Luke Kapella	Special Agent	701-220-7026	
Street Address	City	State	Zip Code
4205 State St	Bismarck	ND	58502
Email Address			
LK426@nd.gov			

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Type of Implementing Agency (Check all that apply)

Law Enforcement
 Treatment
 Prosecution
 Courts
 Corrections
 Victim/Witness
 Domestic Violence
 Other

Name of Implementing Agency

Metro Area Narcotics Task Force

The Fiscal Officer has the responsibility of the financial administration of the project. This person prepares and submits all financial reports as required by the Office of Attorney General. Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officer	Title	Phone	
Jason Bier	Deputy Chief	701-667-3250	
Street Address	City	State	Zip Code
205 1st Street NW	Mandan	ND	58554
Email Address			
jbier@mandanpd.com			

Authorized Program Area: (select all that apply)

Law Enforcement
 Prevention/Education
 Drug Treatment
 Crime Victim and Witness Programs (other than compensation)

Prosecution/Courts
 Corrections/Community Corrections
 Planning/Evaluation/Technology Improvement

Multi-agency Project (two or more)?

Yes No

Multijurisdictional Project (two or more)?

Yes No

II - BUDGET NARRATIVE & CALCULATIONS - Totals must equal budget summary total for each section. Applicants should indicate the total cost for each category of the proposed project. Please round to the nearest dollar.

A. Personnel - List each position by type. Compensation for employees engaged in grant activities must be consistent with that paid for similar work within the surrounding areas. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits may include common items such as payroll taxes, health and life insurance, and retirement contributions. NOTE: Salary Cap (Wages and Fringe) \$52,000 for prosecutors and \$42,000 all other personnel. Attach a sheet using [this](#) format if you have additional items.

Name/Position	Rate/ Month or Hour	Fringe/Month or Hour	# of Months or Hours	Total Personnel Cost
Total Personnel Salary/Fringe:				0

Narrative – Please provide a detailed description for all personnel expenses.

B. Supplies - General office supplies, investigative supplies, postage, etc. Generally, supplies include any materials that are expendable or consumed during the course of the project (**includes equipment under \$5000**). Attach a sheet using this format if you have additional items.

Supply Item	# of items	Unit Cost	Total Supplies Cost
Office, Investigative, and Maintenance Supplies	1	5000	5000
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total Supplies:			5000

Narrative – Please provide a detailed description for all supply expenses.

C. Rent - List buildings or locations that require a rent payment.			
Rent Item	Cost per Month	# of Months	Total Rent Cost
			0
			0
			0
			0
Total Rent:			0

Narrative – Please provide a detailed description for all rent expenses.

D. Communications - List items used for communications (telephone, cell phone charges, etc.) Attach a sheet using this format if you have additional items.			
Communication Items (number of phones)	Cost per month	Number of months	Total Communication Cost
ITD Services, Cellphones, Office Landlines	1666.667	12	20000.004
			0
			0
			0
			0
			0
			0
			0
Total Communications:			20000.004

Narrative – Please provide a detailed description for all communication expenses.

E. Fuel/Oil/Vehicle Maintenance - List fuel usage, oil changes, and vehicle maintenance for all vehicles, leased or owned. Attach a sheet using [this](#) format if you have additional items.

Fuel/Oil/Vehicle Maintenance Items	# of Items	Cost per item or month	Total Fuel Cost
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total Fuel/Oil/Vehicle Maintenance:			0

Narrative – Please provide a detailed description for all fuel/oil/vehicle maintenance expenses.

F. Contractual Services - List service to be provided, anticipated hourly, daily, or monthly rates. Also include expenses to be paid to the consultants in addition to their fees (i.e., travel, meals, lodging, etc.) The maximum rate for consultants is \$650 for an 8-hour day.

Description of products or services	Purpose of the contract	Total Contractual Cost
Total Contractual Services:		0

G. Equipment Rent/Lease - List equipment items to be rented or leased.

Item	# of Items	Cost per item	Total Equipment Rent/Lease Cost
Twelve Month Vehicle Lease	5	6000	30000
			0
			0
			0
			0
			0
			0
			0
			0
Total Equipment Rent/Lease:			30000

Narrative – Please provide a detailed description for all equipment rented or leased expenses.

H. Travel & Training - List travel expenses for attending trainings, meetings, conference, and other work related travel. State rates will be used for in-state travel, GSA rates for out-of state travel.

Purpose of Travel	Type of Expense (Lodging, Meals, , Registration, Etc.)	Cost	# of Staff	Total Travel Cost
See attached Addendum #1		5000	1	5000
				0
				0
				0
				0
				0
				0
				0
Total Travel/Training:				5000

Narrative – Please provide a detailed description for all travel expenses.

J. Other Costs - List other items that do not fall into the other budget categories.

Other Items	# of Items	Cost Per Item	Total Cost
Trap and Trace	1	30000	30000
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total Other:			30000

Narrative – Please provide a detailed description for all other expenses.

Trap and Trace - MANTF investigation techniques into drug trafficking organizations have been trending toward the utilization of Trap and Trace technologies. Trap and Trace is an investigative technique whereas a law enforcement agent writes a warrant to a cellular network provider (AT&T, Verizon, Sprint, etc.) in order to obtain location and call data from a target phone number. The cellular provider, at a cost, will give law enforcement that data which is used to track and monitor the target under investigation. Trap and Trace investigations have yielded MANTF large drug seizures and been paramount to disrupting and dismantling drug trafficking organizations throughout North Dakota. Trap and Traces however can be expensive depending on the length of the investigation.

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel	0
B. Supplies	5000
C. Rent	0
D. Communications	20000.004
E. Fuel/Oil/Vehicle Maintenance	0
F. Contractual Services	0
G. Equipment Rent/Lease	30000
H. Travel/Training	5000
I. Equipment	0
J. Other Costs	30000
Total Budget Request	90000.004

Grant Funds	\$ 58500	Enter 65% of Total Budget
Match	\$ 31500	Enter 35% of Total Budget

Source of Matching Funds:

North Dakota Bureau of Criminal Investigation, Morton County Sheriffs Office, Mandan Police Department, Bismarck Police Department, and the Burleigh County Sheriffs Department

IV. AGENCY FUNDING SOURCES

Please list any direct **JAG grant awards** your agency received from the Bureau of Justice Assistance program and list the projects supported by these grant funds.

Direct Justice Assistance Grant (JAG) Program	Amount
Projects Supported:	
	\$
	\$
	\$
TOTAL FY ____ AWARD AMOUNT	\$ 0

Please list all other sources of grant funding that support this project's activities.

Funding Sources	Amount
Other (specify):	\$
HIDTA funding is administered by the NDBCI. That amount is found on the NDBCI application	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL FUNDING	\$ 0

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

Asset forfeitures/seizures and restitution are the only sources of income for the Metro Area Narcotics Task Force. These sources would only be used to supplement MANTF expenditures deemed appropriate and/or necessary by the MANTF Board.

V. PROJECT NARRATIVE

I. Project Description: Briefly describe the project that is proposed. How will this project address specific problems? Include specifics about the services to be provided, how the services will be provided (how often and by whom), and the project accomplishments.

See Addendum #2

II. Current Efforts: *Clearly define what efforts are currently underway in responding to the problem described in the Project Description.*

See Addendum #2

III. Collaboration with Other Agencies: *Describe coordination and cooperation between agencies during the past year.*

See Addendum #2

IV. Describe in detail what plans or steps are being taken to assure continuation of your agency's project after grant funding ends.

VI. PROJECT GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Stated goals, objectives, and performance measures will be used by the Office of Attorney General to monitor and assess the project's progress in achieving the intended results. Project goals, objectives, and performance measures should be listed in the format below and not referred to in a narrative format.

Overall Project Goals: State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Reduce the amount of crime committed by persons under the influence of illicit drugs.)

1.	See Addendum #2
2.	
3.	
4.	

Objectives (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in **measurable** terms. (Example: Increase the number of drug-related arrests by 10 percent.)

1.	
2.	
3.	
4.	

Performance Measures (How you measure your project's success): (Example: Number of drug-related arrests)

1.	
2.	
3.	
4.	

VII. ADDITIONAL REQUIRED INFORMATION (Please Attach)

The Drug and Violent Crime Policy Board has adopted a policy stating that applicants failing to submit the following documents with the application will not be considered for funding.

Non-government Agency Applicants (Domestic Violence and Victim Services):

A third party contract between the agency and the authorized official of the unit local government stating that the unit of local government will be the legal recipient of the federal funds granted to this agency.

Multi-jurisdictional Drug Task Forces:

Memorandum of Understanding (MOU) between the participating agencies. A copy of the previous year's MOU may be submitted if the participating agencies have remained the same. If any agencies have been removed or added to the task force, a new MOU must be submitted.

Continuation projects (Excludes non-governmental agencies and multijurisdictional drug task forces):

Letters of continued commitment and collaboration efforts (no more than three) outlining joint collaboration efforts between agencies, OR provide copies of formal agreements between agencies and jurisdictions.

UCR Reporting Requirements:

If the implementing agency is a local law enforcement agency, it:

1. must report crime statistics to the State's Uniform Crime Reporting system
2. must be current in its reporting
3. or must have a plan to become current by January 1, 2021.

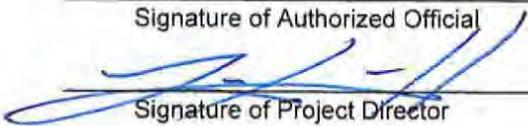
In order to keep a JAG award, the implementing agency must maintain current UCR stats through the award period (January 1, 2021, through December 31, 2021). Failure to maintain current UCR statistics will result in award sanctions and/or deobligation.

Please indicate **most recent crime statistics** submitted: June 2020
month year

AUTHORIZED SIGNATURES

I certify that the project proposed in this application meets applicable requirements of the Justice Assistance Grant (JAG) Program and Lottery Program, if applicable, that all information presented is correct, and that the applicant will comply with the provisions of the subgrant program and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.

Signature of Authorized Official



Signature of Project Director

Date

07/28/2020

Date

Signature of Fiscal Officer

Date

Addendum #1

Training / Travel

The Metro Area Narcotics Task Force (MANTF) is requesting a total of five thousand (5,000) dollars for travel and training in 2021. It is difficult to provide details regarding specific schools, meetings, events, conferences, operations, trainings, etc. that MANTF will require funding for travel and training. The following is an anticipated list of functions MANTF may participate in:

- NDPOA Working Committee on Drugs and Gangs – meetings are held at various locations and times throughout North Dakota
- DEA Drug Basic School – two week school held at various locations and times throughout the year (two weeks per diem/travel/lodging)
- Clandestine Laboratory School – week long school held in Quantico, Virginia, or a regional location
- NDBCI Drug School – one week school held at various locations in the state (per diem/travel/lodging)
- Domestic Highway Enforcement Nationwide Conference – two day conference held in various locations throughout the nation
- National Heroin and Prescription Drug Abuse Conference – three day conference held in various locations throughout the nation
- National Methamphetamine Conference – three day conference held in various locations throughout the nation
- Minnesota / South Dakota State Drug Conferences – held in Nisswa, Minnesota and Deadwood, South Dakota

Addendum #2

Project Narrative

Project Description

The Metro Area Narcotics Task Force (MANTF) is a multi-agency and multi-jurisdictional task force that began operations in 1986 in the Burleigh and Morton County area. The member agencies at that time were the North Dakota Bureau of Criminal Investigation (NDBCI), the Bismarck Police Department (BPD), the Mandan Police Department (MPD), the Burleigh County Sheriff's Department (BCSD), and the Morton County Sheriff's Office (MCSO). MANTF's purpose was and is to identify, investigate, dismantle, and assist in the prosecution of individuals involved in the usage, possession, manufacture, trafficking/distribution, and sales of illegal or controlled substances. The full-time licensed sworn officers assigned to MANTF investigate a broad spectrum of crimes involving illegal/controlled substance. These officers from each of the participating agencies initiate and follow-up on cases that include prescription drug diversion and undercover purchases of illegal drugs from traffickers.

MANTF recognizes that illegal drug trafficking has no boundaries and because of this in 2011, the Bureau of Indian Affairs requested and was granted permission to assign multiple agents to MANTF in order to work collectively in investigating both Indian Country and non-Indian Country cases.

The Department of Homeland Security (HSI), the Drug Enforcement Administration (DEA), and the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) joined and have assigned multiple agents to MANTF.

MANTF in partnership with North Dakota National Guard Counter Drug Program, utilizes an intel analyst stationed at MANTF to assist MANTF personnel.

MANTF also retains a Special Assistant to the United States Attorney's Office (SAUSA) to prosecute drug crimes both federally and locally.

Current Efforts

MANTF officers initiate and follow-up on cases by recruiting informants/cooperating individuals and receiving information from law enforcement and public sources. The use of cooperating individuals who are able to obtain illegal/controlled substance has provided MANTF the opportunity to expand investigations into numerous drug trafficking organizations who operate locally, statewide, nationwide, and even on an international level.

Collaboration with Other Agencies

MANTF is under the direction of an Executive Board which is made up of the Chief Executive Officers from each of the participating agencies. A MANTF Coordinator is appointed by the Executive Board to oversee the activities of the task force such as assigning cases, maintaining statistical data, wiring grants, supervising personnel, and overseeing the day to day functionality of MANTF. The MANTF Coordinator reports to the Executive Board.

MANTF is guided by a Memorandum of Understanding and a Policy/Standard Operating Procedures Manual.

MANTF officers attend and participate in a weekly information sharing meeting with other criminal justice agencies and personnel.

MANTF provides training and education statewide to a variety of different resources, to include the Law Enforcement Training Academy.

MANTF assists local agencies with drug investigations and also travels statewide to assist other drug task forces with operations/investigations.

Continued Funding

The success of the task force model working illegal drug investigations and dismantling drug trafficking organizations has been proven to be an effective strategy. Participating agencies recognize the benefits of pooling resources and having specially trained and specifically dedicated personnel to investigate illegal drug activity. The governing boards of the participating agencies realize the need and have been very supportive of the efforts of MANTF and it is anticipated their continued support will be in the way of funding when grant funding is no longer available.

Project Goal, Objectives, and Performance Measures

Project Goals

1. Control and/or reduce the possession, distribution and manufacturing of illegal drugs in the jurisdictions served by MANTF.
2. Identify and investigate subjects suspected of violating controlled substance statutes.
3. Assist and cooperate with other agencies in investigations.
4. Respond to public concerns involving illegal drug activity.
5. Identify, disrupt, and dismantle drug trafficking organizations.

Objectives

1. Increase apprehension of individuals violating controlled substance laws by 5%.
2. Increase obtaining, documenting, and following up on intelligence reports by 5%.
3. Coordinate investigative resources by communicating and planning joint investigations with other agencies to avoid duplications of efforts.
4. Identify areas regarded by public sources as being involved in illegal drug activity.

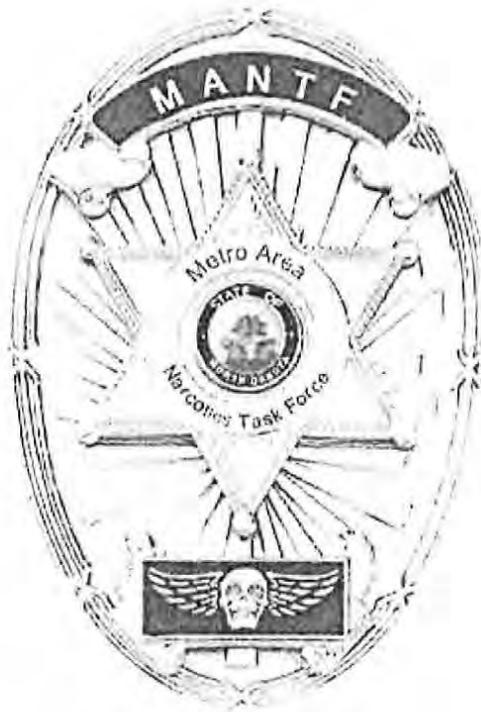
Performance Measures

1. Number of arrests.
2. Number of investigations initiated.
3. Quantity of illegal drugs purchased/seized.
4. Number of public awareness/education presentations.

Metro Area Narcotics Task Force

Memorandum of Understanding

April 2014



North Dakota Bureau of Criminal Investigation
Bismarck Police Department
Mandan Police Department
Burleigh County Sheriff's Department
Morton County Sheriff's Department
Homeland Security Investigation
Bureau of Alcohol, Tobacco and Firearms
Bureau of Indian Affairs
Drug Enforcement Administration

ARTICLE: ONE

ORGANIZATION

The name of this organization shall be the Metro Area Narcotics Task Force (MANTF)

The Metro Area Narcotics Task Force is comprised of local law enforcement agencies in the Bismarck/Mandan North Dakota area and participating State and Federal agencies.

The organizational structure of the MANTF is as follows:

THE EXECUTIVE BOARD

Consisting of MANTF representative agency administrators or their designees.

THE OPERATIONAL BOARD

Consists of a person appointed by each MANTF agency administrator to assist in directing operational issues brought to their attention by the task force coordinator

THE TASK FORCE COORDINATOR

The task force coordinator is a person, selected by the executive board, to head the day-to-day operations of MANTF. The task force coordinator also reports to the operational board and executive board.

ASSISTANT TASK FORCE COORDINATOR

The assistant task force coordinator is appointed by the executive board and the task force coordinator whose responsibility is to assist the task force coordinator and assume direction of MANTF in the absence of the task force coordinator.

MANTF INVESTIGATORS

Consists of law enforcement personnel assigned to work as members of MANTF by the administrators of agencies sharing and contributing manpower and resources to assist in obtaining the goals and objectives and work under the direction of the task force coordinator.

ARTICLE: TWO

A. The purpose, goals, and objective of the MANTF shall be:

1. Based upon a cooperative effort toward the completion of funding initiative governed by the High Intensity Drug Traffic Areas program (HIDTA) and the Justice Assistance Grant (JAG).
2. To reduce illegal drug use and activity primarily through the utilization of investigative techniques and enforcement of laws.
3. To target, investigate, and prosecute individuals who organize, direct, finance, or are otherwise engaged in illegal drug trafficking enterprises.
4. To promote and initiate a coordinated drug enforcement effort throughout the jurisdictional area assigned to the MANTF and to encourage maximum cooperation among all the enforcement and prosecutor agencies therein.
5. To make full use of financial investigative techniques, including tax law enforcement and forfeiture actions, in order to identify and convict drug traffickers and enable the Task Force to seized assets and profits derived form drug trafficking.
6. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise, by any third party against the partners of the MANTF or the United States or its employees or agents.

This organization exists and operates exclusively for the above stated purposes.

ARTICLE: THREE

EXECUTIVE BOARD

The affairs of this organization will be directed by an Executive Board.

The Executive Board will consist of administrators, or their designees, of law enforcement agencies from the following:

- Burleigh County Sheriff Department
- Morton County Sheriff Department
- Bismarck Police Department
- Mandan Police Department
- North Dakota Bureau of Criminal Investigations
- Drug Enforcement Administration
- Bureau of Indian Affairs

The Function of the executive board is to:

1. Oversee the general activities of MANTF, insuring that participating agencies are working in unison with each other regarding the goals and objective of MANTF.
2. Appoint the task force coordinator and assistant task force coordinator.
3. Resolve disputes and issues brought to the attention of the executive board concerning MANTF related items.
4. Approve written procedures and guidelines.
5. Have at least one meeting per quarter to review reports and issues.

ARTICLE: FOUR

AMMENDMENTS TO THE M.O.U.

- A. The Executive Board may amend any Article of this M.O.U. by two-thirds (2/3) vote of the quorum
- B. Quorum can be made up of voting members at the present meeting with a vote of two-thirds (2/3) of the voting members present

ARTICLE: FIVE

DISTRIBUTION OF FORFEITURE ACTIONS AND SEIZURE OF ASSETS

- A. The Metro Area Narcotics Task Force (MANTF) may as part of its investigations and operational tasks, obtain evidence of fruits of a crime that can be subject to forfeiture proceedings that transfer the ownership of these item to law enforcement. With the assistance of the States Attorney, having jurisdiction, the forfeiture process can be invoked with the objective of seeking judicial approval in approving the forfeiture.

Assets obtained as a result of MANTF investigations are considered as assets to be jointly shared among agencies that have a vested interest in MANTF by having personnel assigned to work at MANTF and whose administrators are members of the executive board. States attorneys also have a vested interest in seized assets as they process the forfeiture, provide legal direction, and also prosecute the offenders.

Therefore, it is paramount that agencies and their representatives agree to handle the distribution of forfeited assets as follows:

This organization shall, as they construct their case investigations, maximize, as possible, the identification of assets for forfeiture. Further, the use of both civil and criminal forfeiture statutes should be explored in every instance.

1. Any and all assets seized by MANTF will be placed in the MANTF Asset Forfeiture Account, or directly distributed to the participating agencies. The asset Forfeiture Account is to be managed by the agency selected and approved by the executive board. A specific account will be set aside for which funds, obtained from asset forfeitures, are to be deposited. Payments for sharing of money assets and other payments approved by the executive board are too paid for out of this account. It is recommended that this account be audited once each year.
 2. It is desirable that assets be used to further the agencies capability to be proficient in illegal drug investigations or assist in the prosecution of such cases. Assets can be used to enhance law enforcement operations that can be directly or indirectly related to the investigation of illegal drug activities or crimes and activities resulting from illegal drug abuse.
- B. How asset forfeiture funds are distributed is dependent upon how the case originated and the role other agencies and personnel played in developing the case. The following are suggested guidelines based on prior verbal agreements.

1. Any investigation that originates with a specific agency (police, sheriff, crime bureau), whereby the agency plays a key role in obtaining evidence and obtaining arrests, that results in asset forfeitures that can be converted to cash, the states attorney's office that processes the forfeiture will be entitled to 20% of the cash assets with the originating agency retaining 80%. If MANTF assists in the investigation, it will be up to the discretion of the originating agency to determine if any of the assets are to be shared with MANTF.
 2. Any investigation that originates with MANTF or an investigation that is fully dependent upon the resources and assistance of MANTF will result in asset forfeitures to be equally shared among the member agencies or the task force.
 3. Any disputes that arises regarding the distribution of asset forfeiture funds and property will be brought to the attention of the executive board. Decisions, as to the dispute, based upon a majority vote of the executive board, will be honored.
 4. It is agreed that circumstances may arise whereby information is developed on individuals and/or groups by law enforcement organizations not a party to this program. Should a situation unfold wherein a target is investigated by MANTF and substantial criminal information gathered by another agency results in the seizure of assets, the Executive Board, shall determine the percentage of any forfeiture action due the requesting agency. The State's Attorney's Office that is prosecuting the case and filing the legal paperwork to seize assets shall receive and equal share of all seized assets.
 5. Upon termination of this agreement all assets will be divided equally between the six agencies involved.
- C. Asset forfeitures may result in property being seized that may not be sold or converted to cash to be deposited in asset forfeiture account or shared among MANTF agencies. Vehicle and weapons are likely to fit into this category. When vehicles or weapons are seized that could be utilized by MANTF agencies, the executive board, upon request, determine if the property can be assigned to MANTF, to be shared or utilized by participating agencies. Property that is no longer used after a period of time can be sold with the proceeds being shared among the MANTF agencies.

ARTICLE: SIX

- A. Operational Board:
 - 1. The administrator of each agency will appoint one member of their staff to serve on this board to provide guidance on day to day operations.

- B. Site Location:
 - 1. The site location for this project shall be set by the Operational Board.

- C. Structural Command:
 - 1. The Task Force Coordinator will be an individual from one of the agencies involved. This person will report directly to the Operational Board on all matters of MANTF concern.

- D. Operating Standards"
 - 1. All matters governing operating procedures, standards and guidelines will be designed to balance the rights of citizens and needs of law enforcement to detect, arrest, and prosecute individuals and groups engaged in drug related activity.

- E. Case Initiation/Assignment:
 - 1. The initiation of MANTF cases shall be at the discretion of the Task Force Coordinator and Operational Board. The task force coordinator will oversee the prioritization and assignment of MANTF investigations in accordance with the stated objectives and direction of the Executive Board. Cases will be assigned to investigative agents based upon experience, training, performance, expertise, and existing case load. MANTF personnel will be responsible for the complete investigation of assigned cases.

- F. Manpower/Equipment: Each agency shall provide the following:
 - 1. At least one licensed Peace Officer with a vehicle and standard personal and safety equipment. The vehicle requirement may be satisfied by the agency utilizing a seized vehicle according to procedures outlined in this MOU.

G. Organizational Structure:

1. The MANTF will consist of a combined body of agencies, as noted previously in the MOU, with each agency providing full-time and /or part-time investigators to the task force. Participating agencies will endeavor to make MANTF investigator assignments "long term" in nature due to the time required for training, deputation, ect. Task force partners note, however, that assigned personnel may periodically have to be called back by the employer agency in cases of emergency. In such cases, however, MANTF partners agree that the assigned investigators will return to the MANTF as soon as possible.

H. Supervision:

1. The Executive Board will designate one task force coordinator to oversee personnel and investigative matters pertaining to the daily operation of the MANTF. The task force coordinator will also serve as the point-of-contact for the MANTF.
2. Overall supervision of MANTF investigators, however, will remain the responsibility of each investigator's employer agency. Likewise, liability for investigator conduct will remain with each investigator's employer agency.
3. All MANTF investigators will be subject to the personnel rules, regulations, laws and policies applicable to their respective employer agencies.
4. All performance concerns relative to MANTF investigators should be immediately reported to the appropriate employer agency by the MANTF task force coordinator.
5. Subject to other provisions in this document or the MANTF Policy/Standard Operating Procedures, continued membership on the MANTF will be based on performance and will follow the guidelines of the approved job descriptions as implemented by the Executive Board.

I. Investigations:

1. All MANTF investigations will be initiated in accordance with Executive Board guidelines; however, cases that may be more likely to be prosecuted at the Federal, rather than state level, will be initiated by the MANTF on the same basis as cases that are more likely to be prosecuted at the state level. The investigative methods

employed will be consistent with the policies and procedures outlined in the MANTF Policy/Standard Operating Procedures.

J. Prosecutions:

1. MANTF investigative procedure is to conform to the requirements for the prosecuting agency that will be overseeing the court procedure (State or Federal).
2. A determination will be made on a case-by-case basis whether the prosecution of MANTF cases will be at the State or Federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be a greatest benefit to the overall objectives of the MANTF. This determination will be made by State prosecutors in concert with case-appropriate Federal prosecutors. Once such determinations have been made, MANTF members will provide all necessary support for State or Federal prosecution.

K. Records and Reports:

1. All investigative reporting will be handled in accordance with the approved MANTF Policy/Standard Operating Procedures.

L. Evidence:

1. All evidence will be handled in accordance with the approved MANTF Policy/Standard Operating Procedures.

M. Undercover Operations:

1. All undercover operations will be handled in accordance with the approved MANTF Policy/Standard Operating Procedures.

N. Informants:

1. All informant operations will be handled in accordance with the approved MANTF Policy/Standard Operating Procedures.

O. Media Relations:

1. The guidelines for media relations will be handled in accordance with the approved MANTF Policy/Standard Operating Procedures.

P. Urine Analysis Testing:

1. Any MANTF agent, at any time, may be requested to provide a urine sample for random drug testing. Agents that refuse urine

testing, within a reasonable amount of time, can be removed from the task force and returned to the agent's parent agency.

Q. Policy:

1. All MANTF agents will be governed by the approved policy and guidelines of the task force.

ARTICLE: SEVEN

FISCAL PROCEDURE

- A. PAYROLL: All personnel assigned to MANTF will be paid by their respective agency. It shall be the responsibility of the Task Force Coordinator to institute a system of checks and balances whereby the hours of each individual will be monitored
- I. Overtime reimbursement may be provided to participating agencies for overtime incurred by that agencies personnel performing Task Force duties dependent upon funding available for this purpose.
- B. EXPENDITURE OF FUNDS: Any expenditure over \$500.00 shall have the Task Force Coordinator's approval. The Task Force Coordinator shall seek approval of the Operations Board for expenditures over \$2,000.00



The utilization, responsibility, accountability, and control of this fund shall be determined by the Executive Board.

The City of Mandan will hold the finances for the Task Force; Mandan Police Department's Operations Officer assigned shall maintain this fund throughout the fiscal year.

ARTICLE: EIGHT

DISCIPLINARY ACTION

Any agent of MANTF who violates department policies, or general acceptable police practices, shall be referred to that agents own agency for any disciplinary actions.

Any agent of MANTF will be provided a copy of the Memorandum of Understanding, Policy and Standard Operating Procedures that govern the task force unit. Any assigned agents will be held accountable for all approved MANTF policy, procedure, and guideline. Agents of MANTF, who violate MANTF policy, procedure, or guideline, shall be investigated by the Task Force Coordinator. The Task Force Coordinator and that agent's parent agency will decide upon any disciplinary action.

ARTICLE: NINE

TERMINATION

Any agency may terminate their involvement in MANTF, upon receipt of a 30-day written notice to the Executive Board Members.

**METRO AREA NARCOTICS TASK FORCE
AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

PURPOSE: The purpose of this amendment is to establish a procedure for the process of utilizing seized vehicles by member agencies.

PROCEDURE: Any member agency may request the use of any seized vehicle.

If a member agency does request the use of a Task Force seized vehicle the member agency will be responsible for the following:

1. Payment of initial 20% of appraised value of vehicle;
2. Payment of 6% of appraised value for annual fee;
3. Care and maintenance of vehicle;
4. Insurance and license on vehicle;
5. Replacement/repair of vehicle if damaged/destroyed;
6. Vehicle must be returned in saleable condition after two years of use.

If more than one member agency requests the same vehicle, the Executive Board will determine which agency will receive the vehicle on a per need basis.

VEHICLE USE: The member agency may utilize the vehicle for drug enforcement purposes as approved by the Executive Board.

DEFINITIONS:

Appraised Value – as defined in the NADA Vehicle Value Book, using wholesale value guide.

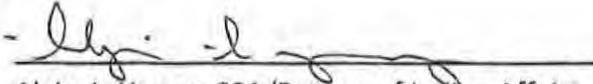
Insurance – a general liability policy covering the agency and making sure the Task Force has no responsibilities for coverage.

Replacement – if the vehicle is destroyed by the member agency, the appraised value at the time or insurance settlement amount will be paid to the Task Force Asset Forfeiture Fund.

Saleable Condition – the vehicle must be returned in such a condition as it was delivered in and not have any excessive damage for the year and mileage of the vehicle. Received and accepted as part of the original Metro Area Narcotics Task Force Memorandum of Understanding;

Dated this _____ day of _____

By subscription of their signature below, the party herewith acknowledges that they have read, understand and will abide by the foregoing statements set forth in this Memorandum of Understanding.


Algin A. Young, SSA/Bureau of Indian Affairs

Date 04/23/2014

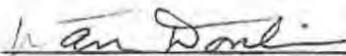
Note: Representatives of other participating Metro Area Narcotics Task Force entities have signed a separate signature page.

By subscription of their signatures below, the parties herewith acknowledge that they have read, understood, and will abide by the foregoing statements set forth in this Memorandum of Understanding.



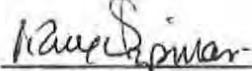
Pat Heinert – Burleigh County Sheriff

4-25-14
Date



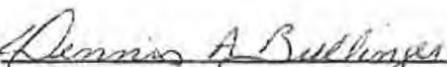
Dan Donlin – Bismarck Police Chief

4-25-14
Date



Dave Shipman – Morton County Sheriff

4/29/2014
Date



Dennis Bullinger – Mandan Police Chief

4-29-2014
Date



Dallas Carlson – Bureau of Criminal Investigation Director

5-1-14
Date

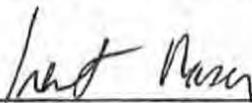


Steve Bay – Grant County Sheriff

5-1-14
Date

Dave Hillard – Oliver County Sheriff

Date



Trent Naser – Sheridan County Sheriff

05-01-14
Date

NOTE: the representative of DEA, ATF and BIA representatives have signed a separate signature page for their respective entities.



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 28, 2020
SUBMITTING DEPARTMENT: Fire/Police
DEPARTMENT DIRECTOR: Chief's Zeigler & Nardello
PRESENTER: Chief Nardello
SUBJECT: Consider Lease Agreement with State of North Dakota

STATEMENT/PURPOSE: Consider entering into a lease agreement with the State of North Dakota for the use of Mandan's radio tower and shelter.

BACKGROUND/ALTERNATIVES: The State of North Dakota is currently building a new statewide interoperable radio system with the Bismarck/Mandan area being identified as a strategic spot for the new system. The North Dakota State ITD Department is responsible for the construction of the new system and they have chosen the Mandan Plainview Water Reservoir radio tower and shelter as an ideal location for the Bismarck/Mandan location. The State has provided a lease agreement that ensures no interruption of service or damage to the infrastructure of the current Mandan radio and tower system. The agreement will provide for the installation of additional redundancy to our existing radio communications system with no costs incurred by the City of Mandan. Mandan will maintain responsibility for maintenance to the radio tower and shelter but the North Dakota State installed equipment will be the responsibility of the State. There is already adequate space on our radio tower and shelter to house State-operated equipment with no alterations necessary. The new radio system has been in the planning stages for many years and is supported by all emergency response agencies in our area.

ATTACHMENTS: Proposed Agreement

FISCAL IMPACT: One dollar per month revenue for the lease of the radio tower and shelter space. The revenue would be used to offset the cost of electricity for two additional radio units. The State would install redundancy power, at no cost to Mandan, that will benefit Mandan Police and Fire Departments by maintaining emergency radio communications during an external power failure.

STAFF IMPACT: The new State system will provide better radio communications to all of our emergency responders and emergency responders throughout the State.

LEGAL REVIEW: Attorney Oster has reviewed the agreement and found no issues.

RECOMMENDATION: I recommend that the City of Mandan enter into a lease agreement with the State of North Dakota for the use of our Plainview radio tower and shelter.

SUGGESTED MOTION: I move that the City of Mandan enters into a lease agreement with the State of North Dakota for the use of our Plainview radio tower and shelter.

TOWER LEASE AND USE AGREEMENT

The parties to this Tower Lease and Use Agreement (Lease) are the State of North Dakota acting through its Information Technology Department (Lessee) and City of Mandan (Lessor) and the parties enter into this Lease as of the 1st day of August, 2020 (“Effective Date”).

RECITALS

WHEREAS, Lessor currently *owns* the tower ("Tower") and *owns* the land on which it is located (collectively, the "Site") described on Exhibit A attached hereto; and

WHEREAS, reliable voice communications are the lifeline for the public safety community within North Dakota and Lessee is responsible for the establishment and maintenance of the Statewide Interoperable Radio Network (SIRN 20/20) Project; and

WHEREAS, Lessee desires to obtain the right from Lessor to use the Site for the purposes of placing, operating, maintaining, or removing on the Site, Lessee's telecommunications equipment as described herein. Lessor is willing to grant a non-exclusive right to Lessee for such purpose; and

NOW, THEREFORE, in consideration for the foregoing and keeping and performance of the covenants and agreements by Lessee under this Lease, the parties mutually agree to the following terms and conditions.

ARTICLE 1-- BASIC INFORMATION

1.1 In addition to the terms that are defined elsewhere in this Lease, the following terms are used in this Lease:

(1) Notice to Lessee shall be sent to the following point of contact and address:

Darin Anderson
North Dakota Public Safety Program Manager
NDIT
600 E. Blvd Ave, Dept 112
Bismarck, ND 58505
(701)328-1104

(2) Notice to Lessor shall be sent to the following point of contact and address:

Mandan Chief of Police

Mandan Police Department
205 1 st Avenue NW
Mandan, ND 58554
701-667-3250

- (3) LEASED PREMISES: Antenna Space on City of Mandan – Plainview Site - Contract Site #118. Placement of RF gear as shown in Exhibit B attached hereto into the city owned shelter with improvements.
- (4) EQUIPMENT: Any and all telecommunications equipment, including, if applicable, non-permanent shelter(s), and personal property (Equipment) placed on the Site by Lessee in accordance with Article 4 of this Lease and described in Exhibit C attached to this Lease.

1.2 Exhibits

The following exhibits are attached to and made a part of this Lease:

Exhibit A Legal Description of the Site

Exhibit B Site and Tower Description - Construction Drawings

Exhibit C Equipment List

ARTICLE 2 - AGREEMENT AND USE

2.1 Lease

Lessor hereby gives a non-exclusive Lease to the Site to Lessee, for the placement, operation, maintenance and removal of the Equipment and for no other purpose, together with ingress and egress and utilities to the Site.

2.2 Term

The term of this Lease (Term) is for a period of one hundred twenty (120) months, commencing on fifth day of August, 2020, and terminating on the fourth day of August, 2030.

Lessor and Lessee shall have the right to renew this Lease for two (2) additional and successive ten (10) *year* terms (each a “Renewal Term”). Notwithstanding the foregoing, this Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee’s intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Each Renewal Term will be on the same terms and conditions as set forth herein, unless Lessor and Lessee agree otherwise in writing and except that the monthly Rent shall be increased as set forth in Article 3 of this Lease. It is expressly understood that all rights granted to Lessee under this Lease are

irrevocable until this Lease expires or is sooner terminated according to the provisions herein, or unless Lessor and Lessee agree otherwise in writing.

2.3 Use

Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communications interference or other conflict while this Lease is in effect, and the Lessee's use shall be subordinate accordingly:

- (1) Lessor;
- (2) Lessee on behalf of North Dakota public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Lessor; and
- (3) Other governmental agencies where use is not related to public safety.

Lessee shall use the Site only for the purpose of placing, maintaining, removing and operating its Equipment and uses directly incidental thereto. Lessee will not use the Site for any purpose prohibited by any applicable law. Lessee will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other Lessee of the Site. It is further understood and agreed that Lessee's right to use the Site is contingent upon Lessee obtaining and continually maintaining in full force and effect, after the execution date of this Lease, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Lessor, at no cost to Lessor, may in its discretion and to the extent Lessor is able and has available resources reasonably cooperate with Lessee in its efforts to obtain such approvals. In the event that any of such applications should be formally rejected or any certificate, permit, license, or approval issued to Lessee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee will be unable to use the Site for its intended purposes, Lessor or Lessee shall have the right to terminate the Lease upon thirty (30) days' written notice to the other party.

2.4 Nonexclusive

Lessee acknowledges and agrees that Lessor, at its sole discretion, has the right to use the Site for Lessor's own purposes and the right to grant other leases or rights of use of any kind or nature, to parties other than Lessee with respect to the Site, provided that any such uses by others, except Lessor, entered into following the date of this Lease shall not interfere with Lessee's operation of its Equipment.

ARTICLE 3 – RENT, UTILITIES, AND TAXES

3.1 Rent Payment

Rent Payment (Rent) will be paid in advance by the 10th day of each month in an amount of *One Dollar (\$1.00)* which is 1/12 of the annual amount, commencing

on the *first* day of August, 2020, and continuing monthly thereafter for the Term of this Lease. Lessee shall make payment of Rent of \$1.00/per month directly to Lessor in accordance with this Section 3.1.

Rent is payable at the address of Lessor as specified in subsection (2) of Article 1.1 of this Lease unless Lessee is notified otherwise in writing by Lessor.

Lessee shall deliver to Lessor upon execution of this Lease, or within 14 days of execution of this Lease by both parties, the Rent for the first month of the Lease. Any amounts that this Lease requires Lessee to pay in addition to the Rent will be "Additional Fees."

3.2 Utilities

Lessor shall, at its sole cost and expense, arrange for electricity, HVAC and other utilities necessary for the operation of Lessee's Equipment to be provided to the Site directly from such providers.

ARTICLE 4 – SITE ALTERATIONS; OPERATION OF EQUIPMENT

4.1 Lessee's Equipment

- (1) Lessee will obtain Lessor's prior written approval of Lessee's plans for the Site, which approval shall not be unreasonably withheld, conditioned or delayed, for the type, location, mounting, placement, or relocation of Lessee's Equipment placed or relocated on the Site. All proposed construction and installation performed on the Site must be reviewed and approved in writing by Lessor prior to the commencement of such construction or installation. All Equipment shall be installed in a good and workmanlike manner and in compliance with all applicable laws.
- (2) Notwithstanding the foregoing, after the Effective Date and after Lessee constructs and installs its Equipment for the Site as approved by Lessor under Subsection (1) above ("Lessee's footprint") Lessee may, upon notice to Lessor, add, replace, or modify Equipment to the Site, provided that Lessee does not extend beyond the boundaries of the Site, does not add additional antennas, antenna feedline or wind or ice loading to the Tower, and does not create interference with Lessor's facilities or use of the Site or other lessees' facilities or use of the Site. If Lessee desires to expand its use of the Site, Lessee shall provide plans of the proposed expansion to Lessor and Lessee agrees to obtain Lessor's prior written approval of any such expansion, which approval may be withheld in Lessor's sole discretion. In the event Lessor approves Lessee's added Equipment is added beyond Lessee's footprint of the Site, Lessor and Lessee shall enter into a modification of this Lease to add such Equipment to the Equipment listed on Exhibit C attached hereto.

- (3) Lessor may require a mutually agreed upon Rent increase for expansion of Site beyond Lessee's footprint. Any Rent increase shall be documented in the form of a written amendment to this Lease signed by both parties.
- (4) Lessor's approval of any placement or specifications shall not be construed to be a warranty or representation that such plans or specifications are in conformity with any laws or ordinances.
- (5) Except as set forth in Section 4.1 (1) above, Lessee, to the extent of its Equipment or use of the Site, shall not make or allow to be made any alterations, additions, or improvements to or of the Site without the written approval of the Lessor as stated herein.

4.2 Operation of Lessee's Equipment - Interference

- (1) Lessee shall be responsible, at its sole cost, for the placement, installation, maintenance, replacement, and removal of its Equipment.
- (2) Lessee shall not use, alter, damage, or remove from the Site any valuable materials, minerals, coal, oil or gas or any other property not belonging to Lessee.
- (3) Lessee shall not take any action to cause a fire on the Site, and shall report and, to the extent reasonably possible, suppress such fires as might occur.
- (4) Lessee shall not allow debris or refuse to accumulate on the Site.
- (5) Lessee shall comply with all customary practices and courtesies in the use of the access road to the Site. Nothing in this subsection or this Lease is intended to impose on Lessor any obligation to maintain, improve, or repair any access road or other road used by Lessee to the Site, other than as required of Lessor by law.
- (6) Lessee shall operate the Equipment in such a manner that it will not interfere with or impair the operations of Lessor or other lessees on the Site operating as of the Effective Date. In the event Lessor should find that there is interference with its use of the Site or the efficient operation of its existing communications facilities on the Site (which are in place as of the Effective Date), because of Lessee's use of the Site, Lessee shall be responsible for promptly resolving the interference. Lessee shall cease the interfering use (except for intermittent testing) until such interference is resolved.
- (7) If, in order to resolve any interference with the use or operations of Lessor of the Site it is necessary for Lessor to incur any expense, Lessor shall not be obligated to incur the same unless Lessee agrees in writing to reimburse Lessor for reasonable costs thereof, as mutually agreed upon in writing and prior to expenditure by Lessor. If the cause of interference cannot be resolved or Lessee agrees to reimburse Lessor for reasonable costs and fails to do so as stated above, either party may terminate this Lease by giving ninety (90) days' written notice of such termination to the other

party. Any Rent paid in advance, except for in-kind services, shall be prorated to the date of termination.

- (8) Lessor may reasonably investigate and determine as to whether there is, in fact, interference with Lessor's facilities caused by Lessee's operations, and Lessee shall reasonably cooperate with Lessor's investigation. Lessor's facilities, as used in this paragraph, shall mean facilities of Lessor, its successors or assigns and the facilities of associated or affiliated companies or other public safety radio systems, however, in no event shall it mean other telecommunications providers. Lessee shall not change or add additional transmitting or receiving frequencies or Equipment without submitting revised Technical Standards to Lessor for approval. Lessee shall not raise the effective radiated power of its Equipment beyond that authorized by the Federal Communications Commission.
- (9) In the event Lessee's interference with Lessor's use or operations does not cease within a reasonable period of time, Lessor shall have the right, in addition to any other rights that it may have at law or in equity to terminate this Lease immediately upon written notice.
- (10) Lessee shall cease operation temporarily or reduce power if required by Lessor to conduct tests, perform tower work or make emergency repairs. Such occasions, insofar as practicable, and except in the case of emergency repairs, shall be preceded by at least thirty (30) days' prior written notice and shall occur at times mutually agreeable to Lessor and Lessee. If Lessor determines that emergency repairs are needed, Lessor shall notify Lessee before beginning the emergency repairs.
- (11) In the event Lessee's operations are interfered with by other lessees' uses on the Site, except for other public safety radio systems, commencing after the Effective Date, Lessee shall give Lessor written notice of such interference and Lessor agrees to commence measures, within forty-eight (48) hours of receipt of Lessee's written notice, to cause the interfering party to eliminate the interference. .
- (12) In the event any such interference with Lessee's operations does not cease within a reasonable period of time, the injured party shall have the right, in addition to any other rights that it may have at law or in equity to terminate this Lease immediately upon written notice.

4.3 Modification of Facility by Lessor

After Effective Date, if Lessor, by reason of its existing or planned communications operations, must add, change or improve its facilities at the Site, and would, by reason of these additions, changes or improvements, either need the Site or need Lessee to change its Equipment in order to prevent any interference with Lessor's facilities, Lessor shall give Lessee one hundred eighty (180) days' written notice of such need, and Lessee will have the responsibility to modify, change or correct its Equipment at its sole cost so no interference to Lessor's operation shall exist or to agree to relocate the Equipment to another location at the Site, subject to zoning approval, provided however, in no event

shall Lessee be required to change its Equipment or move the Equipment to accommodate another lessee, except other public safety radio systems or the Lessor. If Lessee is unwilling to assume the expense of such removal, modification, change or correction, this Lease shall terminate upon 30 days' written notice by Lessee to Lessor. If Lessee is unable to secure any required zoning approval to relocate Equipment at the Site, this Lease shall terminate immediately upon written notice by Lessee to Lessor. Any Rent paid in advance, except in-kind services, shall be prorated to the date of termination and the unused portion of any prepaid Rent, except in-kind services, shall be returned to Lessee.

4.4 Security

Lessor may from time to time, upon three (3) business days' prior written notice to Lessee, impose such reasonable restrictions on the time and means of access to the Site as Lessor deems necessary for security precautions. Lessee agrees that it will not change locks on any doors or fence gates to the Site or install additional locks on such doors. Lessee further agrees that it will not duplicate any keys of Lessor.

Should Lessee place its own, non-permanent shelter, included in its Equipment listed in Article 1.1, section 4, and Exhibit C of this Lease, Lessee shall have sole access to that secure shelter, unless Lessee has provided storage space to Lessor as in-kind services. Lessee shall be responsible for all necessary security precautions concerning the shelter and access to the shelter.

4.5 Access

Subject to Section 4.4 above, Lessee, at all reasonable times during this Lease, shall have access to the Site in order to install, operate, maintain, or remove Lessee's Equipment. Except in the case of an emergency repair, Lessee shall notify Lessor three (3) business days before performing any antenna or feedline work on the Tower. If emergency repairs are needed, Lessee shall notify Lessor prior to beginning the work on the Tower.

Neither Lessor nor other lessees shall have access to Lessee's shelter without prior written consent and ability to access the shelter provided by Lessee. If, at any time, Lessor should require access to Lessee's Equipment, including Lessee's secure shelter, if applicable, on short notice for exigent circumstances Lessor shall promptly notify Lessee and shall refrain from any type of access until such time that Lessee has been contacted and access has been granted and provided by Lessee. If access is required by Lessor for emergency purposes, Lessor agrees that access shall be for the limited purpose of mitigating the emergency and Lessee shall be notified promptly that such access occurred. Lessor shall vacate and secure Lessee's shelter and prohibit access to Lessee's shelter to any persons

not requiring access until such time Lessee is able to arrive on site, assess any damages, and re-secure Lessee's Equipment.

ARTICLE 5 – MAINTENANCE

Lessor will maintain and repair: the Site and Lessee's shelter; and the Tower, in reasonably good order and condition. Maintenance and repair of Lessee's shelter by Lessor shall be conducted in accordance with industry standards and shall specifically exclude the North Dakota State-owned, secured cabinets of networking and telecommunications equipment. At no time should Lessor access or conduct any type of maintenance or repair services on these cabinets without the express written permission of Lessee. Lessee shall be responsible for maintaining and repairing its Equipment.

ARTICLE 6 -- INSURANCE AND INDEMNIFICATION

6.1 Insurance

Lessor and Lessee each acknowledges they are financially responsible for exposure related to the liabilities for which they each agree to assume their own liability in accordance with Section 6.2 of this Lease.

6.2 Indemnification

Lessor and Lessee each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this Lease.

ARTICLE 7 -- COMPLIANCE WITH LAWS

7.1 Lessee Compliance

Lessee shall comply with all applicable laws and regulations of any public authority affecting the Site and the Equipment and the use thereon and promptly correct, at Lessee's sole expense (including without limitation payment of any fines or penalties), any noncompliance. Lessee shall, at its own cost, obtain all Federal, state and local permits and licenses necessary to operate under this Lease. If, as a result of Lessee's operations or use of said Site hereunder, any statute, law, ordinance, rule, regulation or requirement is violated, Lessee shall be responsible for any and all penalties, fines, costs and expenses, imposed upon or incurred as a result of such violation or violations.

7.2 Environmental Matters

(1) Lessee's Obligations.

- (a) Lessee will not cause or permit the storage, treatment or disposal of any Hazardous Waste in, on, or about the Site or any part of the Site by Lessee, its agents, employees, licensees, or contractors in violation of any Environmental Laws. Lessee will not permit the Site to be used or operated in a manner that may cause the Site or any part of the Site to be contaminated by any Hazardous Materials in violation of any Environmental Laws.
- (b) Lessee will be solely responsible for damages caused by:
 - (i) Lessee's breach of its obligations in this Section 7.2(1); or
 - (ii) Lessee's introduction of Hazardous Materials to the Site.

Lessee's obligations under this Section 7.2(1) shall survive the expiration or other termination of this Lease.

(2) Lessor's Obligations.

- (a) Lessor represents that it has no knowledge of any Hazardous Materials or Hazardous Waste on the Site. Lessor will not cause or permit, to the extent it has actual knowledge, the storage, treatment or disposal of any Hazardous Waste in, on, or about the Site by Lessor, its agents, employees, licensees, tenants, or contractors in violation of any Environmental Laws or any part of the Site to be contaminated by any Hazardous Materials in violation of any Environmental Laws.
- (b) Lessor will be solely responsible for damages caused by:
 - (i) Lessor's breach of its obligations in this Section 7.2(2); or
 - (ii) Lessor's introduction of Hazardous Materials to the Site.

Lessor's obligations under this Section 7.2(2) shall survive the expiration or other termination of this Lease.

(3) Mutual Obligations

Upon discovery or actual knowledge or notice, each party will promptly notify the other party of:

- (a) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Site; and
- (b) all claims made or threatened by any third party against Lessee, Lessor or any part of the Site relating to damage, contribution, cost recovery,

compensation, loss or injury resulting from any Hazardous Materials on or about the Site or any part of the Site.

(4) Environmental Assessments

Lessor may at its sole discretion, but is not obligated to, from time to time during the Term or any Renewal Term of this Lease, conduct such environmental assessments or tasks as Lessor deems necessary, provided that Lessor will give Lessee reasonable prior notice of its entry on the Site for such purposes and will cooperate to the extent able in minimizing any disruption of Lessee's use of the Site as a result of such activity. Lessor will make available to Lessee, upon request, copies of any written reports or assessments obtained by Lessor.

(5) Definitions

- (a) "Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U. S. C. Sections 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. Sections 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. Sections 651 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws").
- (b) "Hazardous Waste" means hazardous waste as defined under the Resource Conservation Recovery Act of 1976, 42 U.S.C. Sections 6901-6987.

ARTICLE 8 -- END OF TERM

8.1 Removal

Upon the expiration or other termination of this Lease, Lessee shall quit and surrender to Lessor the Site in good order and condition, and Lessee shall remove all of its Equipment. Lessee shall be responsible to Lessor for the costs of any damage caused by Lessee's removal of its Equipment. If within ninety (90) days after the termination of this Lease, Lessee has not removed its Equipment and property and not restored the Site, Lessor may do so and Lessee shall reimburse Lessor for all expenses or costs for removal and restoration. Lessor may, at its discretion and in any manner, dispose of any Equipment it is required to remove with no further obligation to Lessee. Lessee's obligations under this Section will survive the expiration or other termination of this Lease.

8.2 Holdover

If Lessee remains in possession of the Site after the expiration of the Term or any Renewal Term of the Lease, and Lessor accepts Rent from Lessee, this Lease shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Lease remaining in effect until otherwise agreed to in writing by the parties.

8.3 Termination

Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

- (1) immediately upon written notice by Lessee if Lessee notifies Lessor of any unacceptable results of any tests prior to Lessee's installation of its Equipment on the Site, or if Lessee does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation the Equipment or Lessee's business; or
- (2) upon sixty (60) days' written notice by Lessee if Lessee determines that the Site is no longer appropriate or necessary for Lessee's operations for economic or technological reasons.;
- (3) upon sixty (60) days' written notice by Lessor.

Additionally, Lessee has no obligation under this Lease, except to remove its Equipment as stated in Section 8.1, for the initial or succeeding terms if the North Dakota Legislature fails to appropriate to Lessee sufficient funds to defray the full rental costs. Lessee, without any liability, except to remove its Equipment as stated in Section 8.1, may terminate this Lease by providing thirty (30) days' written notice, if its legislative appropriations are reduced or if its authority to spend its appropriations is reduced or limited by law or by reductions in federal or other grant funds to a point Lessee, in its sole discretion, deems insufficient to pay the full rental cost for the remainder of the Term or subsequent Renewal Term of this Lease.

ARTICLE 9 – DEFAULT

9.1 Events of Default

The following events are referred to, collectively as "Events of Default" or, individually, as an "Event of Default":

- (1) Lessee defaults in the due and punctual payment of the Rent, and such default continues for ten (10) days after receipt of written notice from Lessor; however, Lessee will not be entitled to more than one (1) written notice for monetary default during any twelve (12) month period, and if after such written notice any Rent is not

paid when due, an Event of Default will be considered to have occurred without further notice;

- (2) This Lease or the Site or any part of the Site are taken upon execution or by other process of law directed against Lessor, or are taken upon or subject to any attachment by any creditor of Lessor or claimant against Lessor, and said attachment is not discharged or disposed of within thirty (30) days, or other time required by law, after its levy;
- (3) Lessee purports to assign this Lease, or sublet all or a portion of the Site, in violation of the terms hereof; or
- (4) Lessee or Lessor shall fail to correct and eliminate interference caused by its Equipment or another lessee of Lessor in accordance with the terms of interference provisions herein; or
- (5) Lessee or Lessor shall fail to perform any of the other agreements, terms, covenants or conditions hereof to be performed, and such nonperformance shall continue for a period of thirty (30) days after written notice thereof from the performing party to the nonperforming party, or if such performance cannot be reasonably accomplished within such thirty (30) days, nonperforming party shall not have commenced in good faith such performance within such thirty (30) day period or shall not have diligently proceeded therewith to completion.
- (6) Notwithstanding Subsection (5) above, pursuant to N.D.C.C. § 9-11-04, each of the parties is excused from want or lack of performance of the party's obligations under this Lease by the following causes to the extent to which they operate:
 - (a) When such performance or offer is prevented or delayed by the act of the other party or by the operation of law;
 - (b) When it is prevented or delayed by an irresistible superhuman cause or by the act of public enemies of this state or of the United States; or
 - (c) When a party is induced not to perform or offer performance by any act of the other party at or before the time at which such performance or offer may be made and which the other party has not rescinded before that time.

9.2 Lessor's Remedies

If any one or more Events of Default set forth above occurs, then Lessor has the right to terminate this Lease upon written notice to Lessee, in which case Lessee's rights under this Lease to use of the Site will cease and this Lease will be terminated as if the expiration of the term fixed in such notice were the end of the Term or any Renewal Term, and all obligations of Lessor and Lessee shall cease except as to Lessee's liability as herein provided in this Lease, and Lessee shall surrender the Site and remove all of its Equipment. If this Lease is terminated, Lessor will be entitled to recover from Lessee the unpaid Rents that had been earned at the time of termination.

9.3 Lessee's Remedies

If any one or more Events of Default set forth above occurs then Lessee has the right to terminate this Lease upon written notice to Lessor. The Lease will be terminated as if the expiration of the term fixed in such notice were the end of the Term or any Renewal Term, and all obligations of Lessee and Lessor shall cease except as to Lessor's liability as herein provided in this Lease, and Lessee shall surrender the Site and remove all of its Equipment. If this Lease is terminated, Lessor will be entitled to recover from Lessee the unpaid Rents that had been earned at the time of termination.

9.4 Remedies Cumulative

The parties' rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by a party of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by that party of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

ARTICLE 10 – GENERAL

10.1 Casualty

If the Site, or a portion of the Site or the Tower on the Site necessary for Lessee's operation of its Equipment, is damaged during the Term or any Renewal Term of this Lease by any casualty which is insurable under standard fire and extended coverage insurance policies, Lessor may, in its sole discretion, repair or rebuild the Site, the Tower, or any portion thereof, to substantially the condition in which the damaged part was immediately prior to such destruction. Lessor shall provide written notice to Lessee, within thirty (30) days from the date of such casualty, detailing whether or not Lessor will rebuild or repair the Site the Tower, or any portion thereof. If the Site, Tower, or any part thereof, is damaged to the extent that it would take, in Lessor's reasonable judgment, more than ninety (90) days to repair, then Lessee may terminate this Lease upon 30 days' written notice to Lessor. If Lessor elects not to repair or rebuild the Site, or any part thereof, then this Lease will terminate upon Lessor's 30 days' written notice to Lessee.

10.2 Condemnation

In the event of a condemnation or other taking by any governmental agency of the Site or a portion of the Site or the Tower necessary for the operation of Lessee's Equipment on the Tower, this Lease will terminate on the date the condemning authority takes possession of the Site. Lessor shall provide timely notice to Lessee of any such event of condemnation to allow for Lessee to have time and opportunity to remove Equipment from the Site without disruption or interference from Lessor or other lessees.

10.3 Effect of Sale

A sale, conveyance or assignment of Lessor's interest in the Site or the Site will operate to remove Lessor from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Lessee will look solely to Lessor's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Lessee will attorn to Lessor's successor-in-interest to this Lease, so long as such successor-in-interest assumes Lessor's obligations under the Lease from and after such effective date. Any such transfer or transfers of title or conveyances shall not disturb Lessee's rights under this Lease so long as Lessee is not in default under this Lease, so long any successor-in-interest assumes Lessor's obligations under the Lease from and after such effective date.

10.4 Subordination

This Lease and Lessee's rights under this Lease are subject and subordinate to any ground or underlying lease, license, mortgage, indenture, deed of trust or other lien encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications, consolidations and replacements of any such Superior Lien, now or after the Effective Date affecting or placed, charged or enforced against the Site, or any portion thereof or any interest of Lessor in them or Lessor's interest in this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Notwithstanding the foregoing, Lessee will execute, acknowledge and deliver to Lessor, within twenty (20) days after written demand by Lessor, such documents as may be reasonably requested by Lessor or the holder of any Superior Lien to confirm or effect any such subordination, provided such document contains a commercially reasonable non-disturbance provision in favor of Lessee.

10.5 Estoppel Certificates

From time to time, and within thirty (30) days after prior written request by Lessor to Lessee, Lessee will execute, acknowledge and deliver to Lessor, a certificate certifying:

- (1) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification;
- (2) the date, if any, to which Rent and other sums payable under this Lease have been paid;
- (3) that no written notice of any default has been delivered to Lessor which default has not been cured, except as to defaults specified in said certificate;
- (4) there is no Event of Default or default by Lessor under this Lease, except for defaults specified in said certificate; and
- (5) such other matters as may be reasonably requested by Lessor.

Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Site or the Site. Lessee's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

10.6 Inspection

Lessor reserves the right to enter upon the Site to inspect the same at its discretion. If Lessor's inspection will involve inspection of Lessee's Equipment, Lessee shall have the right to have an employee, agent, representative or contractor present during Lessor's inspection of Lessee's Equipment.

10.7 Abandonment.

If Lessor decides to abandon the Site, it shall give prior written notice to Lessee at least one hundred eighty (180) days in advance of such abandonment and this Lease will terminate on the date stated within such notice.

10.8 Assignment & Sublease

Neither party may assign the rights and obligation under this Lease without the written consent of the other party. Lessee may not sublease its rights and obligations under this Lease for reason, unless written consent of Lessor is obtained.

10.9 Quiet Enjoyment

Lessor covenants and agrees with Lessee that so long as Lessee pays the Rent and observes and performs all the terms, covenants, and conditions of this Lease,

Lessee may peaceably and quietly enjoy the Site, and Lessee's possession will not be disturbed by anyone claiming by, through, or under Lessor, subject to the rights and use of the Site by Lessor and other lessees.

10.10 Late Payment Interest

If any payment required by this Lease is not made within ten (10) days after payment is due, a late rate charge of twelve percent (12%) per annum or the maximum rate allowed by applicable law, whichever is less, from the date on which it was due until the date on which it is paid in full with accrued interest.

10.11 Time of the Essence

Time is of the essence of each and every provision of this Lease.

10.12 No Waiver

The waiver by either party of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

10.13 Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given:

- (1) by United States first class mail, postage prepaid, registered or certified, return receipt requested,
- (2) by hand delivery (including by means of a professional messenger service), or
- (3) by a nationally recognized overnight delivery service that routinely issues receipts.

Any such notice or other communication shall be addressed to the party for whom it is intended at its address set forth in Article 1, Section 1.1 and shall be deemed to be effective when actually received or refused.

Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

10.19 Counterparts

This Lease may be executed in multiple, identical counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same Lease.

10.20 Entire Agreement

This Lease embodies the entire agreement between the parties hereto relative to the subject matter hereof. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Lessor and Lessee.

10.21 Severability

If any provision of this Lease proves to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.22 Captions

The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

10.23 Governing Law

This Lease is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Lease must be adjudicated exclusively in the state District Court of Morton County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

10.25 Independent Entities

Lessor and Lessee are each independent entities under this Lease and are not employees of the other party for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Lessor and Lessee each retain sole and absolute discretion in the manner and means of carrying out that party's activities and responsibilities under this Lease, except to the extent specified in this Lease.

10.26 Confidentiality

Neither party shall not use or disclose any information it receives from the other under this Lease that a party has previously identified as confidential or exempt

from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04, except as necessary to carry out the purposes of this Lease or as authorized in advance by that party. The duty of Lessee and Lessor to maintain confidentiality of information under this section continues beyond the Term or any Renewal Term of this Lease.

Each party acknowledges that the other party may possess substantial amounts of information at the Site that is confidential pursuant to state law. Lessor or Lessee, if it views, comes into possession of, or otherwise becomes knowledgeable of confidential information located at the Site, shall maintain the confidentiality of that information and shall refrain from re-disclosing that information to any third party. Lessor and Lessee shall each require, by contract, any agent it retains to fulfill its obligations otherwise set out in this Lease to similarly maintain the confidentiality of any information it views, comes into possession or of which otherwise becomes knowledgeable. Those indemnity provisions otherwise set out in the Lease agreement specifically apply to this confidentiality requirement.

10.27 Compliance with Public Records Laws

Each party understands that, notwithstanding this Lease's Confidentiality clause, each party must disclose to the public upon request any open records it receives from the other party. Each party further understands that any records obtained or generated by the parties under this Lease, may, under certain circumstances, be open to the public upon request under the North Dakota public records law.

10.28 Alternative Dispute Resolution – Jury Trial

By entering into this Lease, neither party agrees to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce the rights and remedies in judicial proceedings. Neither party waives any right to a jury trial.

10.29 Preservation of Evidence

Each party shall promptly notify the other party of all potential claims that arise from or result from this Lease. Each party shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the other party the opportunity to review and inspect such evidence, including the scene of an accident.

10.30 State Audit

All records, regardless of physical form, and the accounting practices and procedures of both parties relevant to this Lease are subject to examination by the

North Dakota State Auditor, the Auditor’s designee, County auditors or finance personnel, or Federal auditors, if required. Each party shall maintain all of these records for at least three (3) years following completion of this Lease and be able to provide them upon reasonable notice. Each party, State Auditor, or Auditor’s designee shall provide reasonable notice to Lessor prior to conducting examination.

10.31 Effectiveness of Lease

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

LESSOR – City of Mandan	LESSEE – State of North Dakota
Mayor of City of Mandan	Acting through its <i>Information Technology Division</i>
BY:	BY:
By: Mayor Tim Helbling	<i>Greg Hoffman</i>
	<i>Director, Administrative Services</i>
Date:	Date:

TOWER LEASE AND USE AGREEMENT

The parties to this Tower Lease and Use Agreement (Lease) are the State of North Dakota acting through its Information Technology Department (Lessee) and City of Mandan (Lessor) and the parties enter into this Lease as of the 1st day of August, 2020 ("Effective Date").

RECITALS

WHEREAS, Lessor currently *owns* the tower ("Tower") and *owns* the land on which it is located (collectively, the "Site") described on Exhibit A attached hereto; and

WHEREAS, reliable voice communications are the lifeline for the public safety community within North Dakota and Lessee is responsible for the establishment and maintenance of the Statewide Interoperable Radio Network (SIRN 20/20) Project; and

WHEREAS, Lessee desires to obtain the right from Lessor to use the Site for the purposes of placing, operating, maintaining, or removing on the Site, Lessee's telecommunications equipment as described herein. Lessor is willing to grant a non-exclusive right to Lessee for such purpose; and

NOW, THEREFORE, in consideration for the foregoing and keeping and performance of the covenants and agreements by Lessee under this Lease, the parties mutually agree to the following terms and conditions.

ARTICLE 1-- BASIC INFORMATION

1.1 In addition to the terms that are defined elsewhere in this Lease, the following terms are used in this Lease:

(1) Notice to Lessee shall be sent to the following point of contact and address:

Darin Anderson
North Dakota Public Safety Program Manager
NDIT
600 E. Blvd Ave, Dept 112
Bismarck, ND 58505
(701)328-1104

(2) Notice to Lessor shall be sent to the following point of contact and address:

Mandan Chief of Police
Mandan Police Department
205 1 st Avenue NW
Mandan, ND 58554
701-667-3250

(3) LEASED PREMISES: Antenna Space on City of Mandan – Plainview Site - Contract Site #118. Placement of RF gear as shown in Exhibit B attached hereto into the city owned shelter with improvements.

- (4) **EQUIPMENT:** Any and all telecommunications equipment, including, if applicable, non-permanent shelter(s), and personal property (Equipment) placed on the Site by Lessee in accordance with Article 4 of this Lease and described in Exhibit C attached to this Lease.

1.2 Exhibits

The following exhibits are attached to and made a part of this Lease:

Exhibit A Legal Description of the Site

Exhibit B Site and Tower Description - Construction Drawings

Exhibit C Equipment List

ARTICLE 2 - AGREEMENT AND USE

2.1 Lease

Lessor hereby gives a non-exclusive Lease to the Site to Lessee, for the placement, operation, maintenance and removal of the Equipment and for no other purpose, together with ingress and egress and utilities to the Site.

2.2 Term

The term of this Lease (Term) is for a period of one hundred twenty (120) months, commencing on fifth day of August, 2020, and terminating on the fourth day of August, 2030.

Lessor and Lessee shall have the right to renew this Lease for two (2) additional and successive ten (10) *year* terms (each a "Renewal Term"). Notwithstanding the foregoing, this Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Each Renewal Term will be on the same terms and conditions as set forth herein, unless Lessor and Lessee agree otherwise in writing and except that the monthly Rent shall be increased as set forth in Article 3 of this Lease. It is expressly understood that all rights granted to Lessee under this Lease are irrevocable until this Lease expires or is sooner terminated according to the provisions herein, or unless Lessor and Lessee agree otherwise in writing.

2.3 Use

Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communications interference or other conflict while this Lease is in effect, and the Lessee's use shall be subordinate accordingly:

- (1) Lessor;
- (2) Lessee on behalf of North Dakota public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Lessor; and
- (3) Other governmental agencies where use is not related to public safety.

Lessee shall use the Site only for the purpose of placing, maintaining, removing and operating its Equipment and uses directly incidental thereto. Lessee will not use the Site for any purpose prohibited by any applicable law. Lessee will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other Lessee of the Site. It is further understood and agreed that Lessee's right to use the Site is contingent upon Lessee obtaining and continually maintaining in full force and effect, after the execution date of this Lease, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Lessor, at no cost to Lessor, may in its discretion and to the extent Lessor is able and has available resources reasonably cooperate with Lessee in its efforts to obtain such approvals. In the event that any of such applications should be formally rejected or any certificate, permit, license, or approval issued to Lessee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee will be unable to use the Site for its intended purposes, Lessor or Lessee shall have the right to terminate the Lease upon thirty (30) days' written notice to the other party.

2.4 Nonexclusive

Lessee acknowledges and agrees that Lessor, at its sole discretion, has the right to use the Site for Lessor's own purposes and the right to grant other leases or rights of use of any kind or nature, to parties other than Lessee with respect to the Site, provided that any such uses by others, except Lessor, entered into following the date of this Lease shall not interfere with Lessee's operation of its Equipment.

ARTICLE 3 – RENT, UTILITIES, AND TAXES

3.1 Rent Payment

Rent Payment (Rent) will be paid in advance by the 10th day of each month in an amount of **One Dollar (\$1.00)** which is 1/12 of the annual amount, commencing on the **first** day of August, 2020, and continuing monthly thereafter for the Term of this Lease. Lessee shall make payment of Rent of \$1.00/per month directly to Lessor in accordance with this Section 3.1.

Rent is payable at the address of Lessor as specified in subsection (2) of Article 1.1 of this Lease unless Lessee is notified otherwise in writing by Lessor.

Lessee shall deliver to Lessor upon execution of this Lease, or within 14 days of execution of this Lease by both parties, the Rent for the first month of the Lease. Any amounts that this Lease requires Lessee to pay in addition to the Rent will be "Additional Fees."

3.2 Utilities

Lessor shall, at its sole cost and expense, arrange for electricity, HVAC and other utilities necessary for the operation of Lessee's Equipment to be provided to the Site directly from such providers.

ARTICLE 4 – SITE ALTERATIONS; OPERATION OF EQUIPMENT

4.1 Lessee's Equipment

- (1) Lessee will obtain Lessor's prior written approval of Lessee's plans for the Site, which approval shall not be unreasonably withheld, conditioned or delayed, for the type, location, mounting, placement, or relocation of Lessee's Equipment placed or relocated on the Site. All proposed construction and installation performed on the Site must be reviewed and approved in writing by Lessor prior to the commencement of such construction or installation. All Equipment shall be installed in a good and workmanlike manner and in compliance with all applicable laws.
- (2) Notwithstanding the foregoing, after the Effective Date and after Lessee constructs and installs its Equipment for the Site as approved by Lessor under Subsection (1) above ("Lessee's footprint") Lessee may, upon notice to Lessor, add, replace, or modify Equipment to the Site, provided that Lessee does not extend beyond the boundaries of the Site, does not add additional antennas, antenna feedline or wind or ice loading to the Tower, and does not create interference with Lessor's facilities or use of the Site or other lessees' facilities or use of the Site. If Lessee desires to expand its use of the Site, Lessee shall provide plans of the proposed expansion to Lessor and Lessee agrees to obtain Lessor's prior written approval of any such expansion, which approval may be withheld in Lessor's sole discretion. In the event Lessor approves Lessee's added Equipment is added beyond Lessee's footprint of the Site, Lessor and Lessee shall enter into a modification of this Lease to add such Equipment to the Equipment listed on Exhibit C attached hereto.
- (3) Lessor may require a mutually agreed upon Rent increase for expansion of Site beyond Lessee's footprint. Any Rent increase shall be documented in the form of a written amendment to this Lease signed by both parties.
- (4) Lessor's approval of any placement or specifications shall not be construed to be a warranty or representation that such plans or specifications are in conformity with any laws or ordinances.
- (5) Except as set forth in Section 4.1 (1) above, Lessee, to the extent of its Equipment or use of the Site, shall not make or allow to be made any alterations, additions, or improvements to or of the Site without the written approval of the Lessor as stated herein.

4.2 Operation of Lessee's Equipment - Interference

- (1) Lessee shall be responsible, at its sole cost, for the placement, installation, maintenance, replacement, and removal of its Equipment.
- (2) Lessee shall not use, alter, damage, or remove from the Site any valuable materials, minerals, coal, oil or gas or any other property not belonging to Lessee.
- (3) Lessee shall not take any action to cause a fire on the Site, and shall report and, to the extent reasonably possible, suppress such fires as might occur.
- (4) Lessee shall not allow debris or refuse to accumulate on the Site.
- (5) Lessee shall comply with all customary practices and courtesies in the use of the access road to the Site. Nothing in this subsection or this Lease is intended to impose on Lessor any

- obligation to maintain, improve, or repair any access road or other road used by Lessee to the Site, other than as required of Lessor by law.
- (6) Lessee shall operate the Equipment in such a manner that it will not interfere with or impair the operations of Lessor or other lessees on the Site operating as of the Effective Date. In the event Lessor should find that there is interference with its use of the Site or the efficient operation of its existing communications facilities on the Site (which are in place as of the Effective Date), because of Lessee's use of the Site, Lessee shall be responsible for promptly resolving the interference. Lessee shall cease the interfering use (except for intermittent testing) until such interference is resolved.
 - (7) If, in order to resolve any interference with the use or operations of Lessor of the Site it is necessary for Lessor to incur any expense, Lessor shall not be obligated to incur the same unless Lessee agrees in writing to reimburse Lessor for reasonable costs thereof, as mutually agreed upon in writing and prior to expenditure by Lessor. If the cause of interference cannot be resolved or Lessee agrees to reimburse Lessor for reasonable costs and fails to do so as stated above, either party may terminate this Lease by giving ninety (90) days' written notice of such termination to the other party. Any Rent paid in advance, except for in-kind services, shall be prorated to the date of termination.
 - (8) Lessor may reasonably investigate and determine as to whether there is, in fact, interference with Lessor's facilities caused by Lessee's operations, and Lessee shall reasonably cooperate with Lessor's investigation. Lessor's facilities, as used in this paragraph, shall mean facilities of Lessor, its successors or assigns and the facilities of associated or affiliated companies or other public safety radio systems, however, in no event shall it mean other telecommunications providers. Lessee shall not change or add additional transmitting or receiving frequencies or Equipment without submitting revised Technical Standards to Lessor for approval. Lessee shall not raise the effective radiated power of its Equipment beyond that authorized by the Federal Communications Commission.
 - (9) In the event Lessee's interference with Lessor's use or operations does not cease within a reasonable period of time, Lessor shall have the right, in addition to any other rights that it may have at law or in equity to terminate this Lease immediately upon written notice.
 - (10) Lessee shall cease operation temporarily or reduce power if required by Lessor to conduct tests, perform tower work or make emergency repairs. Such occasions, insofar as practicable, and except in the case of emergency repairs, shall be preceded by at least thirty (30) days' prior written notice and shall occur at times mutually agreeable to Lessor and Lessee. If Lessor determines that emergency repairs are needed, Lessor shall notify Lessee before beginning the emergency repairs.
 - (11) In the event Lessee's operations are interfered with by other lessees' uses on the Site, except for other public safety radio systems, commencing after the Effective Date, Lessee shall give Lessor written notice of such interference and Lessor agrees to commence measures, within forty-eight (48) hours of receipt of Lessee's written notice, to cause the interfering party to eliminate the interference. .
 - (12) In the event any such interference with Lessee's operations does not cease within a reasonable period of time, the injured party shall have the right, in addition to any other rights that it may have at law or in equity to terminate this Lease immediately upon written notice.

4.3 Modification of Facility by Lessor

After Effective Date, if Lessor, by reason of its existing or planned communications operations, must add, change or improve its facilities at the Site, and would, by reason of these additions, changes or improvements, either need the Site or need Lessee to change its Equipment in order to prevent any interference with Lessor's facilities, Lessor shall give Lessee one hundred eighty (180) days' written notice of such need, and Lessee will have the responsibility to modify, change or correct its Equipment at its sole cost so no interference to Lessor's operation shall exist or to agree to relocate the Equipment to another location at the Site, subject to zoning approval, provided however, in no event shall Lessee be required to change its Equipment or move the Equipment to accommodate another lessee, except other public safety radio systems or the Lessor. If Lessee is unwilling to assume the expense of such removal, modification, change or correction, this Lease shall terminate upon 30 days' written notice by Lessee to Lessor. If Lessee is unable to secure any required zoning approval to relocate Equipment at the Site, this Lease shall terminate immediately upon written notice by Lessee to Lessor. Any Rent paid in advance, except in-kind services, shall be prorated to the date of termination and the unused portion of any prepaid Rent, except in-kind services, shall be returned to Lessee.

4.4 Security

Lessor may from time to time, upon three (3) business days' prior written notice to Lessee, impose such reasonable restrictions on the time and means of access to the Site as Lessor deems necessary for security precautions. Lessee agrees that it will not change locks on any doors or fence gates to the Site or install additional locks on such doors. Lessee further agrees that it will not duplicate any keys of Lessor.

Should Lessee place its own, non-permanent shelter, included in its Equipment listed in Article 1.1, section 4, and Exhibit C of this Lease, Lessee shall have sole access to that secure shelter, unless Lessee has provided storage space to Lessor as in-kind services. Lessee shall be responsible for all necessary security precautions concerning the shelter and access to the shelter.

4.5 Access

Subject to Section 4.4 above, Lessee, at all reasonable times during this Lease, shall have access to the Site in order to install, operate, maintain, or remove Lessee's Equipment. Except in the case of an emergency repair, Lessee shall notify Lessor three (3) business days before performing any antenna or feedline work on the Tower. If emergency repairs are needed, Lessee shall notify Lessor prior to beginning the work on the Tower.

Neither Lessor nor other lessees shall have access to Lessee's shelter without prior written consent and ability to access the shelter provided by Lessee. If, at any time, Lessor should require access to Lessee's Equipment, including Lessee's secure shelter, if applicable, on short notice for exigent circumstances Lessor shall promptly notify Lessee and shall refrain from any type of access until such time that Lessee has been contacted and access has been granted and provided by Lessee. If access is required by Lessor for emergency purposes, Lessor agrees that access shall be for the limited purpose of mitigating the emergency and Lessee shall be notified promptly that such access occurred. Lessor shall vacate and secure Lessee's shelter and prohibit access to Lessee's shelter to any persons not requiring access until such time Lessee is able to arrive on site, assess any damages, and re-secure Lessee's Equipment.

ARTICLE 5 – MAINTENANCE

Lessor will maintain and repair: the Site and Lessee's shelter; and the Tower, in reasonably good order and condition. Maintenance and repair of Lessee's shelter by Lessor shall be conducted in accordance with industry standards and shall specifically exclude the North Dakota State-owned, secured cabinets of networking and telecommunications equipment. At no time should Lessor access or conduct any type of maintenance or repair services on these cabinets without the express written permission of Lessee. Lessee shall be responsible for maintaining and repairing its Equipment.

ARTICLE 6 -- INSURANCE AND INDEMNIFICATION

6.1 Insurance

Lessor and Lessee each acknowledges they are financially responsible for exposure related to the liabilities for which they each agree to assume their own liability in accordance with Section 6.2 of this Lease.

6.2 Indemnification

Lessor and Lessee each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this Lease.

ARTICLE 7 -- COMPLIANCE WITH LAWS

7.1 Lessee Compliance

Lessee shall comply with all applicable laws and regulations of any public authority affecting the Site and the Equipment and the use thereon and promptly correct, at Lessee's sole expense (including without limitation payment of any fines or penalties), any noncompliance. Lessee shall, at its own cost, obtain all Federal, state and local permits and licenses necessary to operate under this Lease. If, as a result of Lessee's operations or use of said Site hereunder, any statute, law, ordinance, rule, regulation or requirement is violated, Lessee shall be responsible for any and all penalties, fines, costs and expenses, imposed upon or incurred as a result of such violation or violations.

7.2 Environmental Matters

(1) Lessee's Obligations.

(a) Lessee will not cause or permit the storage, treatment or disposal of any Hazardous Waste in, on, or about the Site or any part of the Site by Lessee, its agents, employees, licensees, or contractors in violation of any Environmental Laws. Lessee will not permit the Site to be used or operated in a manner that may cause the Site or any part of the Site to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

(b) Lessee will be solely responsible for damages caused by:

- (i) Lessee's breach of its obligations in this Section 7.2(1); or
- (ii) Lessee's introduction of Hazardous Materials to the Site.

Lessee's obligations under this Section 7.2(1) shall survive the expiration or other termination of this Lease.

(2) Lessor's Obligations.

(a) Lessor represents that it has no knowledge of any Hazardous Materials or Hazardous Waste on the Site. Lessor will not cause or permit, to the extent it has actual knowledge, the storage, treatment or disposal of any Hazardous Waste in, on, or about the Site by Lessor, its agents, employees, licensees, tenants, or contractors in violation of any Environmental Laws or any part of the Site to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

(b) Lessor will be solely responsible for damages caused by:

- (i) Lessor's breach of its obligations in this Section 7.2(2); or
- (ii) Lessor's introduction of Hazardous Materials to the Site.

Lessor's obligations under this Section 7.2(2) shall survive the expiration or other termination of this Lease.

(3) Mutual Obligations

Upon discovery or actual knowledge or notice, each party will promptly notify the other party of:

- (a) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Site; and
- (b) all claims made or threatened by any third party against Lessee, Lessor or any part of the Site relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Site or any part of the Site.

(4) Environmental Assessments

Lessor may at its sole discretion, but is not obligated to, from time to time during the Term or any Renewal Term of this Lease, conduct such environmental assessments or tasks as Lessor deems necessary, provided that Lessor will give Lessee reasonable prior notice of its entry on the Site for such purposes and will cooperate to the extent able in minimizing any disruption of Lessee's use of the Site as a result of such activity. Lessor will make available to Lessee, upon request, copies of any written reports or assessments obtained by Lessor.

(5) Definitions

- (a) "Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U. S. C. Sections 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C.

Sections 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. Sections 651 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws").

- (b) "Hazardous Waste" means hazardous waste as defined under the Resource Conservation Recovery Act of 1976, 42 U.S.C. Sections 6901-6987.

ARTICLE 8 -- END OF TERM

8.1 Removal

Upon the expiration or other termination of this Lease, Lessee shall quit and surrender to Lessor the Site in good order and condition, and Lessee shall remove all of its Equipment. Lessee shall be responsible to Lessor for the costs of any damage caused by Lessee's removal of its Equipment. If within ninety (90) days after the termination of this Lease, Lessee has not removed its Equipment and property and not restored the Site, Lessor may do so and Lessee shall reimburse Lessor for all expenses or costs for removal and restoration. Lessor may, at its discretion and in any manner, dispose of any Equipment it is required to remove with no further obligation to Lessee. Lessee's obligations under this Section will survive the expiration or other termination of this Lease.

8.2 Holdover

If Lessee remains in possession of the Site after the expiration of the Term or any Renewal Term of the Lease, and Lessor accepts Rent from Lessee, this Lease shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Lease remaining in effect until otherwise agreed to in writing by the parties.

8.3 Termination

Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

- (1) immediately upon written notice by Lessee if Lessee notifies Lessor of any unacceptable results of any tests prior to Lessee's installation of its Equipment on the Site, or if Lessee does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation the Equipment or Lessee's business; or
- (2) upon sixty (60) days' written notice by Lessee if Lessee determines that the Site is no longer appropriate or necessary for Lessee's operations for economic or technological reasons.;
- (3) upon sixty (60) days' written notice by Lessor.

Additionally, Lessee has no obligation under this Lease, except to remove its Equipment as stated in Section 8.1, for the initial or succeeding terms if the North Dakota Legislature fails to appropriate to Lessee sufficient funds to defray the full rental costs. Lessee, without any liability, except to remove its Equipment as stated in Section 8.1, may terminate this Lease by providing thirty (30) days' written notice, if its legislative appropriations are reduced or if its authority to spend its appropriations is reduced or limited by law or by reductions in federal or other grant

funds to a point Lessee, in its sole discretion, deems insufficient to pay the full rental cost for the remainder of the Term or subsequent Renewal Term of this Lease.

ARTICLE 9 – DEFAULT

9.1 Events of Default

The following events are referred to, collectively as "Events of Default" or, individually, as an "Event of Default":

- (1) Lessee defaults in the due and punctual payment of the Rent, and such default continues for ten (10) days after receipt of written notice from Lessor; however, Lessee will not be entitled to more than one (1) written notice for monetary default during any twelve (12) month period, and if after such written notice any Rent is not paid when due, an Event of Default will be considered to have occurred without further notice;
- (2) This Lease or the Site or any part of the Site are taken upon execution or by other process of law directed against Lessor, or are taken upon or subject to any attachment by any creditor of Lessor or claimant against Lessor, and said attachment is not discharged or disposed of within thirty (30) days, or other time required by law, after its levy;
- (3) Lessee purports to assign this Lease, or sublet all or a portion of the Site, in violation of the terms hereof; or
- (4) Lessee or Lessor shall fail to correct and eliminate interference caused by its Equipment or another lessee of Lessor in accordance with the terms of interference provisions herein; or
- (5) Lessee or Lessor shall fail to perform any of the other agreements, terms, covenants or conditions hereof to be performed, and such nonperformance shall continue for a period of thirty (30) days after written notice thereof from the performing party to the nonperforming party, or if such performance cannot be reasonably accomplished within such thirty (30) days, nonperforming party shall not have commenced in good faith such performance within such thirty (30) day period or shall not have diligently proceeded therewith to completion.
- (6) Notwithstanding Subsection (5) above, pursuant to N.D.C.C. § 9-11-04, each of the parties is excused from want or lack of performance of the party's obligations under this Lease by the following causes to the extent to which they operate:
 - (a) When such performance or offer is prevented or delayed by the act of the other party or by the operation of law;
 - (b) When it is prevented or delayed by an irresistible superhuman cause or by the act of public enemies of this state or of the United States; or
 - (c) When a party is induced not to perform or offer performance by any act of the other party at or before the time at which such performance or offer may be made and which the other party has not rescinded before that time.

9.2 Lessor's Remedies

If any one or more Events of Default set forth above occurs, then Lessor has the right to terminate this Lease upon written notice to Lessee, in which case Lessee's rights under this Lease to use of the Site will cease and this Lease will be terminated as if the expiration of the term fixed in such

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notice were the end of the Term or any Renewal Term, and all obligations of Lessor and Lessee shall cease except as to Lessee's liability as herein provided in this Lease, and Lessee shall surrender the Site and remove all of its Equipment. If this Lease is terminated, Lessor will be entitled to recover from Lessee the unpaid Rents that had been earned at the time of termination.

9.3 Lessee's Remedies

If any one or more Events of Default set forth above occurs then Lessee has the right to terminate this Lease upon written notice to Lessor. The Lease will be terminated as if the expiration of the term fixed in such notice were the end of the Term or any Renewal Term, and all obligations of Lessee and Lessor shall cease except as to Lessor's liability as herein provided in this Lease, and Lessee shall surrender the Site and remove all of its Equipment. If this Lease is terminated, Lessor will be entitled to recover from Lessee the unpaid Rents that had been earned at the time of termination.

9.4 Remedies Cumulative

The parties' rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by a party of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by that party of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

ARTICLE 10 – GENERAL

10.1 Casualty

If the Site, or a portion of the Site or the Tower on the Site necessary for Lessee's operation of its Equipment, is damaged during the Term or any Renewal Term of this Lease by any casualty which is insurable under standard fire and extended coverage insurance policies, Lessor may, in its sole discretion, repair or rebuild the Site, the Tower, or any portion thereof, to substantially the condition in which the damaged part was immediately prior to such destruction. Lessor shall provide written notice to Lessee, within thirty (30) days from the date of such casualty, detailing whether or not Lessor will rebuild or repair the Site the Tower, or any portion thereof. If the Site, Tower, or any part thereof, is damaged to the extent that it would take, in Lessor's reasonable judgment, more than ninety (90) days to repair, then Lessee may terminate this Lease upon 30 days' written notice to Lessor. If Lessor elects not to repair or rebuild the Site, or any part thereof, then this Lease will terminate upon Lessor's 30 days' written notice to Lessee.

10.2 Condemnation

In the event of a condemnation or other taking by any governmental agency of the Site or a portion of the Site or the Tower necessary for the operation of Lessee's Equipment on the Tower, this Lease will terminate on the date the condemning authority takes possession of the Site. Lessor shall provide timely notice to Lessee of any such event of condemnation to allow for Lessee to have time and opportunity to remove Equipment from the Site without disruption or interference from Lessor or other lessees.

10.3 Effect of Sale

A sale, conveyance or assignment of Lessor's interest in the Site or the Site will operate to remove Lessor from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Lessee will look solely to Lessor's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Lessee will attorn to Lessor's successor-in-interest to this Lease, so long as such successor-in-interest assumes Lessor's obligations under the Lease from and after such effective date. Any such transfer or transfers of title or conveyances shall not disturb Lessee's rights under this Lease so long as Lessee is not in default under this Lease, so long any successor-in-interest assumes Lessor's obligations under the Lease from and after such effective date.

10.4 Subordination

This Lease and Lessee's rights under this Lease are subject and subordinate to any ground or underlying lease, license, mortgage, indenture, deed of trust or other lien encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications, consolidations and replacements of any such Superior Lien, now or after the Effective Date affecting or placed, charged or enforced against the Site, or any portion thereof or any interest of Lessor in them or Lessor's interest in this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Notwithstanding the foregoing, Lessee will execute, acknowledge and deliver to Lessor, within twenty (20) days after written demand by Lessor, such documents as may be reasonably requested by Lessor or the holder of any Superior Lien to confirm or effect any such subordination, provided such document contains a commercially reasonable non-disturbance provision in favor of Lessee.

10.5 Estoppel Certificates

From time to time, and within thirty (30) days after prior written request by Lessor to Lessee, Lessee will execute, acknowledge and deliver to Lessor, a certificate certifying:

- (1) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification;
- (2) the date, if any, to which Rent and other sums payable under this Lease have been paid;
- (3) that no written notice of any default has been delivered to Lessor which default has not been cured, except as to defaults specified in said certificate;
- (4) there is no Event of Default or default by Lessor under this Lease, except for defaults specified in said certificate; and
- (5) such other matters as may be reasonably requested by Lessor.

Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Site or the Site. Lessee's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

10.6 Inspection

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Lessor reserves the right to enter upon the Site to inspect the same at its discretion. If Lessor's inspection will involve inspection of Lessee's Equipment, Lessee shall have the right to have an employee, agent, representative or contractor present during Lessor's inspection of Lessee's Equipment.

10.7 Abandonment.

If Lessor decides to abandon the Site, it shall give prior written notice to Lessee at least one hundred eighty (180) days in advance of such abandonment and this Lease will terminate on the date stated within such notice.

10.8 Assignment & Sublease

Neither party may assign the rights and obligation under this Lease without the written consent of the other party. Lessee may not sublease its rights and obligations under this Lease for reason, unless written consent of Lessor is obtained.

10.9 Quiet Enjoyment

Lessor covenants and agrees with Lessee that so long as Lessee pays the Rent and observes and performs all the terms, covenants, and conditions of this Lease, Lessee may peaceably and quietly enjoy the Site, and Lessee's possession will not be disturbed by anyone claiming by, through, or under Lessor, subject to the rights and use of the Site by Lessor and other lessees.

10.10 Late Payment Interest

If any payment required by this Lease is not made within ten (10) days after payment is due, a late rate charge of twelve percent (12%) per annum or the maximum rate allowed by applicable law, whichever is less, from the date on which it was due until the date on which it is paid in full with accrued interest.

10.11 Time of the Essence

Time is of the essence of each and every provision of this Lease.

10.12 No Waiver

The waiver by either party of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

10.13 Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given:

- (1) by United States first class mail, postage prepaid, registered or certified, return receipt requested,
- (2) by hand delivery (including by means of a professional messenger service), or
- (3) by a nationally recognized overnight delivery service that routinely issues receipts.

Any such notice or other communication shall be addressed to the party for whom it is intended at its address set forth in Article 1, Section 1.1 and shall be deemed to be effective when actually received or refused.

Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

10.19 Counterparts

This Lease may be executed in multiple, identical counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same Lease.

10.20 Entire Agreement

This Lease embodies the entire agreement between the parties hereto relative to the subject matter hereof. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Lessor and Lessee.

10.21 Severability

If any provision of this Lease proves to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.22 Captions

The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

10.23 Governing Law

This Lease is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Lease must be adjudicated exclusively in the state District Court of Morton County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

10.25 Independent Entities

Lessor and Lessee are each independent entities under this Lease and are not employees of the other party for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Lessor and Lessee each retain sole and absolute discretion in the manner and means of carrying out that party's activities and responsibilities under this Lease, except to the extent specified in this Lease.

10.26 Confidentiality

Neither party shall not use or disclose any information it receives from the other under this Lease that a party has previously identified as confidential or exempt from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04, except as necessary to carry out the purposes of this Lease or as authorized in advance by that party. The duty of Lessee and Lessor to maintain confidentiality of information under this section continues beyond the Term or any Renewal Term of this Lease.

Each party acknowledges that the other party may possess substantial amounts of information at the Site that is confidential pursuant to state law. Lessor or Lessee, if it views, comes into possession of, or otherwise becomes knowledgeable of confidential information located at the Site, shall maintain the confidentiality of that information and shall refrain from re-disclosing that information to any third party. Lessor and Lessee shall each require, by contract, any agent it retains to fulfill its obligations otherwise set out in this Lease to similarly maintain the confidentiality of any information it views, comes into possession or of which otherwise becomes knowledgeable. Those indemnity provisions otherwise set out in the Lease agreement specifically apply to this confidentiality requirement.

10.27 Compliance with Public Records Laws

Each party understands that, notwithstanding this Lease's Confidentiality clause, each party must disclose to the public upon request any open records it receives from the other party. Each party further understands that any records obtained or generated by the parties under this Lease, may, under certain circumstances, be open to the public upon request under the North Dakota public records law.

10.28 Alternative Dispute Resolution – Jury Trial

By entering into this Lease, neither party agrees to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce the rights and remedies in judicial proceedings. Neither party waives any right to a jury trial.

10.29 Preservation of Evidence

Each party shall promptly notify the other party of all potential claims that arise from or result from this Lease. Each party shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the other party the opportunity to review and inspect such evidence, including the scene of an accident.

10.30 State Audit

All records, regardless of physical form, and the accounting practices and procedures of both parties relevant to this Lease are subject to examination by the North Dakota State Auditor, the Auditor's designee, County auditors or finance personnel, or Federal auditors, if required. Each party shall maintain all of these records for at least three (3) years following completion of this Lease and be able to provide them upon reasonable notice. Each party, State Auditor, or Auditor's designee shall provide reasonable notice to Lessor prior to conducting examination.

10.31 Effectiveness of Lease

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

Between State and Political Subdivision Lessor

LESSOR – City of Mandan	LESSEE – State of North Dakota
Mayor of City of Mandan	Acting through its <i>Information Technology Division</i>
BY:	BY:
By: Mayor Tim Helbling	<i>Greg Hoffman</i>
	<i>Director, Administrative Services</i>
Date:	Date:

DRAFT

Exhibit A

Legal Description of Property

To be inserted

DRAFT

Exhibit B

Site and Tower Description – Construction Drawings

To be inserted

DRAFT

Exhibit C

Equipment List

To be inserted

DRAFT



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 28, 2020
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Consider a Renaissance Zone new construction application for 700 W Main St.

STATEMENT/PURPOSE: To consider a Renaissance Zone Committee recommendation for approval of an application for new construction at 700 W Main St by Ulrich Properties LLP.

BACKGROUND/ALTERNATIVES: The Renaissance Zone Committee met July 27, 2020. Among agenda items was consideration of an application for new construction at 700 W Main St. Clay Ulrich is planning to have an existing 2,064-square-foot building demolished to construct a building about double the size with a 3,200-square-foot main level and 1,200 square feet on a second level for office and storage space. The property will be leased to CR Oil, Inc. which operates a fuel station, convenience store, tire shop and car wash. It's known as Barney's, an Arco-branded fuel station.

The general contractor's estimate for the project is \$1,104,500, putting the investment per square foot well above the current minimum requirement of \$55 psf for a Renaissance Zone project. The existing building is valued at \$235,200. The city assessor's estimated value of the new building is \$1,028,400.

The applicant's plan has received approval from the Mandan Architectural Review Commission contingent upon re-platting to join the separate lots, screening the dumpster, providing a landscaping plan, meeting storm water requirements, and being sure there's no sanitary sewer issue.

The applicant plans to begin construction in September 2020 and complete the project by the spring or summer of 2021.

ATTACHMENTS: Key excerpts from the application. Full application available upon request.

FISCAL IMPACT: Using the current levy of 265 mills, the annual property tax on the new building is estimated at \$13,626 for a five-year total of \$68,132. The actual property tax exemption will be subject to prevailing market values and property tax rates in the five subject years. The estimated state income tax exemption is \$3,132 annually for a five-year total of \$15,660.

STAFF IMPACT: Minimal for application processing and finalization.

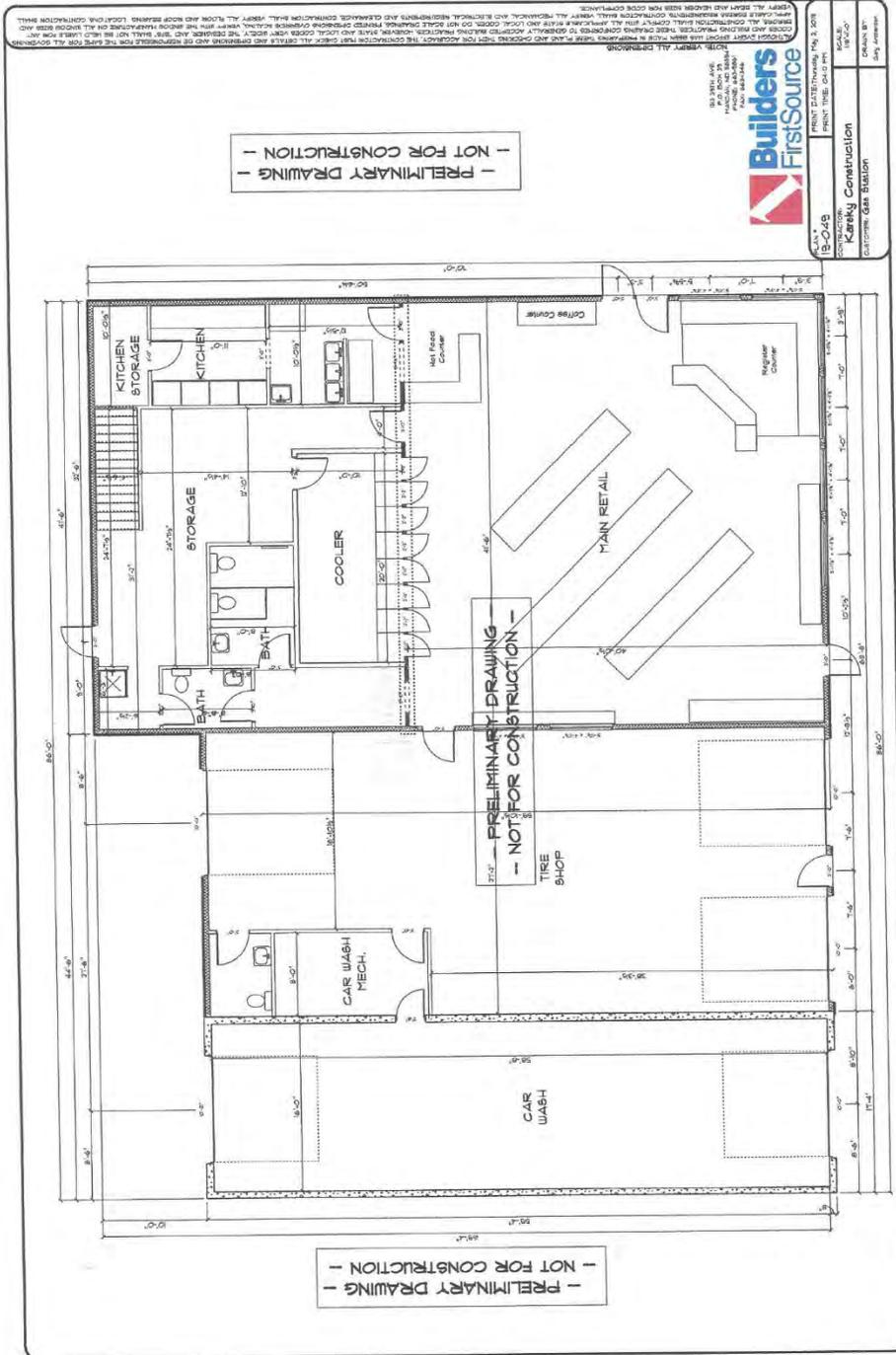
LEGAL REVIEW: Attorney Oster has reviewed the information. An automatic door will be required to comply with a local ordinance. The N.D. Commerce Department also requires a business incentive agreement for each application.

RECOMMENDATION: The Mandan Renaissance Zone Committee voted 7-0 to recommend approval of the new construction application for 700 W Main St. as a Renaissance Zone project to include the five-year 100% property tax exemption on the entire value of the new building and the 100% five-year state income tax exemption.

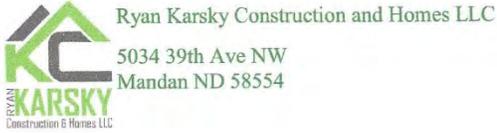
SUGGESTED MOTION: I move to approve the application for new construction at 700 W Main St. as a Renaissance Zone project to include the five-year 100% property tax exemption on the entire value of the new building and the 100% five-year state income tax exemption.

ATTACHMENTS:
Existing building & site





Cost Estimate



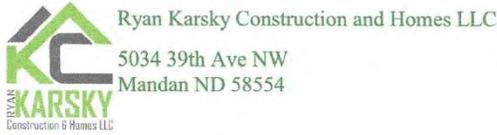
Estimate

Date	Estimate #
6/23/2019	228

Name / Address	
barneys	
Phone #	701-260-1249
E-mail	
karskyhomes@yahoo.com	

Description	Qty	Rate	Total	Project
permit		8,000.00	8,000.00	
engineering		17,500.00	17,500.00	
demo		40,000.00	40,000.00	
excavation		10,000.00	10,000.00	
concrete		75,000.00	75,000.00	
concrete driveway		25,000.00	25,000.00	
icf foams		25,000.00	25,000.00	
insulation		10,000.00	10,000.00	
plumbing		70,000.00	70,000.00	
heating		70,000.00	70,000.00	
electrical		90,000.00	90,000.00	
cooler		44,000.00	44,000.00	
framing		50,000.00	50,000.00	
roof trusses and floor trusses		22,000.00	22,000.00	
framing materials		20,000.00	20,000.00	
roofing		15,000.00	15,000.00	
materials		20,000.00	20,000.00	
upstairs windows		2,000.00	2,000.00	
lower windows		10,000.00	10,000.00	
walk doors		3,000.00	3,000.00	
walk doors front entry		5,000.00	5,000.00	
rock		15,000.00	15,000.00	
stucco		25,000.00	25,000.00	
back wall siding materials		10,000.00	10,000.00	
siding tin back and side wall		7,000.00	7,000.00	
sheetrock materials		7,000.00	7,000.00	
sheetrock install		3,500.00	3,500.00	
shop liner panels		9,000.00	9,000.00	
materials liner panel		8,000.00	8,000.00	
		Total		

Acceptance Signature



Estimate

Date	Estimate #
6/23/2019	228

Name / Address	
barneys	
Phone #	701-260-1249
E-mail	
karskyhomes@yahoo.com	

Description	Qty	Rate	Project
			Total
millwork		6,000.00	6,000.00
trim install		5,000.00	5,000.00
painting		5,000.00	5,000.00
tape and texture		8,000.00	8,000.00
flooring allowance		15,000.00	15,000.00
polish concrete for convenient store area		5,000.00	5,000.00
shelving		5,000.00	5,000.00
kitchen appliance		25,000.00	25,000.00
misc allowance		25,000.00	25,000.00
car wash		150,000.00	150,000.00
general fee		50,000.00	50,000.00
disposal		2,000.00	2,000.00
spiffy biff		1,000.00	1,000.00
security fence		2,000.00	2,000.00
cabinets and counter tops		20,000.00	20,000.00
tile bathroom walls up 4 ft optional		5,000.00	5,000.00
cabinet install		2,000.00	2,000.00
final clean up		1,000.00	1,000.00
masking and paper floors		1,000.00	1,000.00
shop allowance		25,000.00	25,000.00
abandon sewer line		2,500.00	2,500.00
garage doors		28,000.00	28,000.00

All work to be completed in a workmanlike manner according to standard practice. Any alterations or deviation from the below specifications involving extra cost will be executed and will become an extra charge over and above estimate. All estimate are good for 30 days from date proposal.
 1/2 down before start and rest upon completion

Total \$1,104,500.00

Acceptance Signature _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 28, 2020
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Consider a Renaissance Zone lease application for 700 W Main St.

STATEMENT/PURPOSE: To consider a Renaissance Zone Committee recommendation for approval of an application for lease of the building at 700 W Main St by CR Oil, Inc., a building being newly constructed as a proposed Renaissance Zone project.

BACKGROUND/ALTERNATIVES: The Renaissance Zone Committee met July 27, 2020. Among agenda items was consideration of an application for lease of 700 W Main St. by CR Oil, operating as a Barney's with Arco branded fuel, a convenience store, tire shop and car wash. The business currently has three full-time and four part-time employees. Five year projections are to have eight full-time and seven part-time employees. Additionally, the business will benefit the community through a projected increase in sales and services.

The applicant expects to occupy the new building the spring or summer of 2021.

ATTACHMENTS: Application available upon request.

FISCAL IMPACT: The estimated state income tax exemption is \$872 annually for a five-year total of \$4,360.

STAFF IMPACT: Minimal for application processing and finalization.

LEGAL REVIEW: Attorney Oster has reviewed the information. An automatic door will be required to comply with a local ordinance. The N.D. Commerce Department also requires a business incentive agreement for each application.

Board of City Commissioners
Agenda Documentation
Meeting Date: Aug. 4, 2020
Subject: RZ application for lease of 700 W Main St.
Page 2 of 2

RECOMMENDATION: The Mandan Renaissance Zone Committee voted 7-0 to recommend Renaissance Zone project approval of lease of 700 W Main St., a building to be constructed as a Renaissance Zone project to include a 100% five-year state income tax exemption for CR Oil, Inc.

SUGGESTED MOTION: I move to approve Renaissance Zone project approval of lease of 700 W Main St., a building to be constructed as a Renaissance Zone project to include a 100% five-year state income tax exemption for CR Oil, Inc. as the tenant.



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 30, 2020
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: MGF Recommendation on “Mandan Strong” Mini Match Applications

STATEMENT/PURPOSE: To consider Mandan Growth Fund (MGF) Committee recommendations regarding applications for the “Mandan Strong” Business Mini Match.

BACKGROUND/ALTERNATIVES: The City Commission at its July 7, 2020, meeting approved the mini match program to help small, locally-owned businesses challenged by reduced revenues due to COVID-19. Matching funds of up to \$3,000 per business are available for implementation of strategies related to innovation, adaptability and diversification to become more resilient in the face of crisis. Eligibility requirements and program details are outlined in the attachment or at www.cityofmandan.com/minimatch.

Five applications were received by the deadline of July 27. The MGF met July 30 to review applications and makes the following recommendations:

Applicant	Purpose of Request	Project Cost	Applicant Match	Amount Requested	MGF Rec	Notes
Copper Dog Café	Outdoor seating (fence, tables, seating, lighting, plumbing)	\$5,500	\$2,500	\$3,000	\$3,000	
Dialectic Brewing	New POS system (\$1,461), lighted sign (\$5,000+, no estimate)	\$5,000	\$2,000	\$3,000	\$974	POS only
Feil Orthodontics	Social media marketing (8 mos) & photography	\$5,250	\$2,250	\$3,000	\$1,200	Applicant declined
Harvest Catering & Events	Connect e-commerce site to in-house hardware for online sales	\$1,850	\$617	\$1,233	\$1,233	
The Paddle Trap	More outdoor tables & chairs	\$6,000	\$3,000	\$3,000	\$3,000	

ATTACHMENTS: 1) Mini Match program overview, 2) Promissory note, 2) Applications available upon request.

FISCAL IMPACT: An amount of \$75,000 is reserved in the MGF for this program with a sunset no later than the end of 2020. The application amounts recommended for approval by the MGF total \$8,207. Since funding remains, a second application round will have a Sept. 14 deadline.

STAFF IMPACT: Some staff time will be needed to obtain a signed promissory note from approved applicants and to verify project completion and actual expenditures for release of final payment.

LEGAL REVIEW: Attorney Oster has reviewed the applications. Promissory notes and W-9 taxpayer identification will be required of each applicant prior to initial fund disbursement.

RECOMMENDATIONS: The Mandan Growth Fund Committee recommends approval of \$8,207 for Mandan Strong Business Mini Match applications as indicated for four applicants: Copper Dog Café, Dialectic Brewing, Harvest Catering & Events, and The Paddle Trap.

SUGGESTED MOTION: I move to approve \$8,207 for Mandan Strong Business Mini Match applications as recommended by the Mandan Growth Fund Committee.



“MANDAN STRONG” BUSINESS MINI MATCH

For Innovation, Adaptability & Diversification

Approved July 7, 2020

Purpose

The City of Mandan is committed to keeping our community vibrant, in part by sustaining and growing the commercial base and business community. To help strengthen small, locally-owned businesses challenged by reduced revenues due to COVID-19, funding from the Mandan Growth Fund (MGF) is being made available to proprietors seeking to implement strategies and take actions to become more innovative and resilient in the face of crisis.

Overview & Procedures

1. Matching funds in the form of a forgivable loan will be offered at a maximum amount of \$3,000 per business seeking to strengthen its business model. A 1:2 match by the applicant is required. In other words, to receive \$3,000 for a project, the applicant will need to commit to an investment of \$1,500 in the project, too.
2. Examples of projects include but are not limited to:
 - a. development of an online presence such as e-commerce websites or social media sites,
 - b. the addition of technology or digital programs to broaden or otherwise enhance customer service and product delivery options,
 - c. creation of outdoor seating spaces, and
 - d. the addition of other products or services to attract more customers or generate more repeat business.
3. The maximum amount allocated from the MGF for the program is \$75,000. The maximum allocation will only be met if enough businesses apply and qualify for the program.
4. Applications received before Monday, July 27, 2020, will be considered in a first round of funding. If funding remains, an additional application round will be held with a deadline of Sept. 14, 2020.
5. Submit applications to the City of Mandan Business Development and Communications Department to Ellen Huber at ehuber@cityofmandan.com or mail/deliver to the department at City Hall, 205 Second Ave NW, Mandan, ND 58554.
6. Tentative schedule for application review:
 - a. Round one applications to be considered by the MGF Committee at a meeting in late July or early August with recommendations forwarded to the City Commission for final consideration by Aug. 18, 2020.
 - b. Round two applications to be considered by the MGF Committee at a meeting in late September with recommendations forwarded to the City Commission by Oct. 6, 2020.

- c. Upon action by the Mandan City Commission and signature on a promissory note, approved applicants will receive 75% of funding. The remaining 25% will be provided after submitting receipts demonstrating correct use of funds and applicant matching dollars within 90 days of application approval to the City of Mandan Business Development Office. Completion of a W-9 form is also required.
 - d. Funding will be structured as an interest-free loan and forgiven as long as the business remains open 12 months after funding approval.
7. Financial information prior to and following COVID-19 business restrictions collected from applicants will be exempt from public disclosure in accordance with N.D.C.C. § 44-04-18.4(5)(b).
8. Through Jan. 1, 2021, an exemption is in effect for the requirement to install an automatic door for recipients of a business incentive from the City of Mandan for the grant or award of funds less than \$5,000.

Eligibility

1. Applicant must have a physical location in a commercial property in Mandan. Home-based businesses are not eligible.
2. Eligible business are those forced to cease or drastically reduce business operations because of the governor's executive order. These include but may not be limited to:
 - a. Restaurants, bars and other food service;
 - b. Fitness centers;
 - c. Personal services (hair salons, barber shops, nail salons, tanning salons and other cosmetology related businesses; massage therapy, spas, medispas, tattoo and body piercing),
 - d. Recreational businesses (bowling alleys),
 - e. Event venues and gathering spaces (banquet halls, conference spaces).
3. Other business sectors, including retail, may be eligible if they can document negative impacts from the COVID-19 pandemic.
4. Applicants must have North Dakota ownership and be for-profit businesses. Multi-level marketing businesses will not be allowed.
5. Businesses must have had fewer than 100 total employees on their payroll, including part-time employees, full-time employees, and any employees on leave, for a Mandan location as of March 1, 2020.
6. Grantees must be in good standing with the City of Mandan.
7. Projects are eligible if executed since March 13, 2020 when President Trump issued a declaration of national emergency due to the growing COVID-19 crisis in the United States.

Evaluation Criteria

1. Awards will be based on meeting eligibility requirements. If requests exceed the total amount of funding available, applications will be prioritized according to the following criteria:
 - a. The extent to which the business was negatively impacted by COVID-19. Businesses forced to close or reduce operations will receive priority over those that had more flexibility.
 - b. Businesses with employees or those providing broader public benefits to the community (such as commercial property tax revenue, sales tax revenue, or widely demanded products and services) will receive priority over those only involving self-employment and personal income.
 - c. The degree to which the proposed activity is likely to aid the business in rebounding and remaining open in the future.

FORGIVABLE LOAN and PROMISSORY NOTE

This Loan Agreement and Promissory Note (the "Agreement"), effective this ____ day of _____, 2020, is entered into between the following parties:

Lender: City of Mandan ("Lender")
205 Second Avenue NW
Mandan, ND 58554

Borrower: _____ ("Borrower")
Address
Mandan, ND 58554
Contact Person/Title: _____
Telephone: _____
FEIN: _____

WHEREAS, the City of Mandan is committed to keeping its community vibrant, in part by sustaining and growing the commercial base and business community; and

WHEREAS, to help strengthen small, locally-owned businesses challenged by reduced revenues due to COVID-19, funding from the Mandan Growth Fund (MGF) is being made available to proprietors seeking to implement strategies and take actions to become more innovative and resilient in the face of crisis.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

- Loan Amount and Terms:** Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of _____ (the "Loan Amount"). Upon action by the Mandan City Commission and signature on this Agreement, approved applicants will receive 75% of funding. The remaining 25% will be provided after submitting receipts demonstrating correct use of funds and applicant matching dollars within 90 days of application approval to the City of Mandan Business Development Office. Completion of a W-9 form is also required. Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. This loan is not transferable.
- Forgiveness of Debt:** The Borrower promises to remain open and transacting business in Mandan, North Dakota, for twelve months after approval of funding by the Mandan City Commission. After the twelve-month period has expired, and assuming the Borrower has remained open and transacting business in Mandan, North Dakota, the Loan Amount, plus any accrued interest, will be forgiven. In the event the Borrower ceases to operate during the term of this agreement, any principal and interest which has been forgiven will be repaid in accordance with paragraph 7 below.
- Collateral:** None is required under this Agreement.
- Mortgage/Security Agreement:** Not applicable.
- Use of Funds:** The monies from this loan shall be used by the Borrower only as approved by the Mandan Growth Fund and as described by the Borrower in the "Mandan Strong" Business Mini Match Application for Innovation, Adaptability, & Diversification.
- Financial Management:** Borrower shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports, files, documents and other papers pertaining to the funds provided under this Agreement available for audits, examinations and monitoring if requested by Lender; such records will be retained for a period of three (3) years after termination of the loan period or repayment of the debt in full. The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the Loan Amount.

7. **Default:** This Agreement shall be considered in default:
 - A. Upon any default or failure to properly perform under any clause in this Agreement.
 - (i) If the Borrower ceases to operate in Mandan, North Dakota, during the twelve months after approval of funding by the Mandan City Commission, the entire outstanding principal amount is immediately due and payable.
 - (ii) If upon audit, any loan funds are shown to have been used for other than the intended purposes, such funds shall be immediately repaid with interest at a six percent (6%) compounded annual rate (or if lower, the maximum rate allowed by North Dakota law) to Lender by Borrower.
 - B. At any time that the Lender determines in good faith that the prospect of any payment required by this note is impaired.
8. **Indemnification:** The Borrower shall indemnify, defend, and hold harmless the Lender and its respective officials and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Borrower or any party in a relationship with the Borrower which is a result of this Agreement. The liability of the Borrower under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to the termination of this Agreement.
9. **Amendments:** Changes to this Agreement will not be effective or binding unless in writing and signed by both parties to the Agreement.
10. **Compliance with the Law:** The Borrower agrees to operate in Mandan, North Dakota, in full compliance with applicable federal, state, and local laws without limitation.
11. **Authorization to Contract:** Before or at the time of execution of the Agreement, the Borrower must be able to provide evidence that it is duly incorporated, in good standing in the state of its incorporation, authorized to do business in the State of North Dakota, and authorized to borrow money; and evidence shall be provided that the person executing the Agreement and any supporting documents is authorized to act on behalf of the Borrower in such a transaction.
12. **Termination of Agreement:** Lender may terminate the loan, in whole or in part, if the Borrower has failed to comply with the conditions of the Agreement. The Borrower will receive written notice and the reasons for termination.
13. **Divisibility:** The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof. Further, various headings included in this Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Agreement.
14. **Assignment:** The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender.
15. **Binding Effect:** The provisions of this Agreement shall both bind and benefit the Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.
16. **North Dakota Law:** This agreement shall be construed in accordance with the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties have signed their names below.

LENDER:

CITY OF MANDAN, NORTH DAKOTA

Timothy Helbling, President
Mandan City Commission

BORROWER:

By:



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 30, 2020
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Business Development & Communications
Director Ellen Huber
PRESENTER: Business Development & Communications
Director Ellen Huber
SUBJECT: Forgivable Loan As Prize in 2021 Business Pitch Challenge

STATEMENT/PURPOSE: To consider a recommendation from the Mandan Growth Fund (MGF) Committee for a forgivable loan to be awarded as a prize in the Third Mandan Business Pitch Challenge.

BACKGROUND/ALTERNATIVES: The MGF met July 30, 2020. Among items on the agenda was consideration of a forgivable loan as part of a prize package to be offered to the winner of Mandan's Third Business Pitch Challenge to be held in the spring of 2021. The request is put forth by the City of Mandan Business Development Department on behalf of the Mandan Tomorrow – Economic Opportunity and Prosperity Committee in cooperation with the Bismarck Mandan Chamber EDC and the CTB/IDEA Center.

The competition is being planned for 2021 to better mesh with the workloads of the host entities as well as to hopefully allow time for the COVID-19 pandemic to subside. Securing prizes now and announcing the contest by the fall of 2020 will allow aspiring entrepreneurs time to better research their concepts and prepare their applications.

Past business challenges have been helped identify people interested in opening businesses. Those involved in economic development and other resource partners can then provide assistance and information. The competition also motivates people to get off the dime and take action by giving them a deadline and a chance at prizes.

Winners of prior contests are Latidot Scoop and Gift Shop, 104 First St. NE, from 2019 and Nordic Steel Building Systems, 803 Adobe Trail SE, from 2018. A 2019 finalist Coal Country Coffee expanded following the competition with the purchase of additional roasting equipment. The 2018 runner-up, Kimberly Bloms, opened Kids in Motion Pediatric Therapy and Wellness in July 2019 and expanded in May 2020 to a larger

location at 1702 E Main St. Other prior entrants now operating businesses include Old 10 Bar and Grill, 417 E Main St., and Balancing Goat Coffee Company, 2705 Sunset Dr. Evolving from an application for a different food concept, prior applicants also now operate the Copper Dog Cafe at 218 W Main St.. Other entrants continue to work on their business plans.

Visit www.cityofmandan.com/businesspitch for the 2019 competition overview, judging criteria, application and scoresheet. No substantive changes are proposed for 2021.

Contingencies to receive the forgivable loan are:

- That the contest winner open or grow a business in Mandan or the surrounding 10-mile radius in Morton County by a date certain (to be determined once the contest deadline and finals dates are set), that is substantially in harmony with the plan presented to competition judges.
- That the business must register with the N.D. Secretary of State's Office with a Mandan-based address and have a commercial location in Mandan.
- Home-based businesses are eligible to apply for the Business Pitch Challenge, but should be implementing a plan to grow beyond the home. Location in a commercial property will be required for consideration of the Growth Fund Committee prize money.

ATTACHMENTS: Draft 2021 Business Pitch Challenge Recipient Agreement to be finalized once dates are determined for competition entries and finals.

FISCAL IMPACT: The uncommitted balance in the Mandan Growth Fund was \$233,055.85 as of June 30, 2020. Approval of the proposed forgivable loan would reduce unencumbered funds by \$10,000.

STAFF IMPACT: Minimal staff time will be required to monitor the status of the contest winner's proposed business project.

LEGAL REVIEW: Attorney Oster has reviewed the information. If formally approved, the contest winner will need to enter into a recipient agreement specifying loan forgiveness in equal increments over the course of 5 years as long as the business does not relocate to another community. A business incentive agreement will also be required.

RECOMMENDATION: The MGF voted unanimously (6-0 with 3 members absent) to recommend approval of a \$10,000 forgivable loan to be awarded as a first place prize in the 2021 Mandan Business Pitch Competition with contingencies as outlined in the competition overview and recipient agreement.

SUGGESTED MOTION: I move to approve offering a \$10,000 forgivable loan to the winner of the 2021 Mandan Business Pitch Challenge subject to the contingencies outlined.

**MANDAN GROWTH FUND
2021 BUSINESS PITCH CHALLENGE
INCENTIVE RECIPIENT AGREEMENT**

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

Business Address: _____

AGREEMENT

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

1. To have the new or expanded business open and operational in a commercial location in the City of Mandan or a 10-mile radius in Morton County by (TBD, either Dec. 31, 2021 or 12 months following the competition), as well as registered with the N.D. Secretary of State's Office with a Mandan-based address. A failure to do so will result in forfeiture of the allocated funding.
2. To pay upfront expenses associated with the business startup or expansion, recognizing the City of Mandan will make its payment within 30 days after the business is open in the location for one month.
3. To have an operable automatic door on at least one entrance to the commercial location or install one if there is not one already in compliance with Mandan Municipal Code Sec. 111-2-9 IF in zoning use groups (as defined by 105-1-4) Retail Group A, Service Group A, Office Group A, or the Health Group.
4. To remain current on all municipally applied taxes, special assessments, utility bills, or loans. In lease situations, the landlord must also remain current on these obligations. Payments will cease if either party fails to be current on these obligations.
5. To comply with any and all building, fire, health or zoning codes or regulations applicable to the business, recognizing that payments will cease for any violation of this agreement.
6. To continue operating the business in Mandan, recognizing that the incentive will be structured as an interest-free loan that will be pro-rated and forgiven over the course of 5 years from date of opening, provided the business remains in continuous operation in a commercial location within the City of Mandan or a 10-mile radius in Morton County. Recipient businesses that locate outside the area of eligibility before this time shall repay a pro-rata share of the incentive.
7. To submit an annual reports to the City of Mandan Business Development Office through the fifth year of operation, to verify that the business is still operating in Mandan, and to provide statistics on full-time and part-time employment.

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

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

RECIPIENT

Authorized Signature

Date

CITY OF MANDAN

Authorized Signature

Date



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 31, 2020
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch, Finance Director
PRESENTER: Mandan Airport Authority
SUBJECT: Mandan Airport Authority 2021 Budget

PURPOSE

To consider the Mandan Airport Authority 2021 Budget as recommended by the Airport Board.

BACKGROUND

The Mandan Airport Authority manages the local airport facility. The Airport five-member board is appointed by the City Commission. The Airport is fiscally dependent upon the City because the City Commission levies taxes and must approve any debt issuances. The Airport is reported as a component unit in the City of Mandan audited financial statements.

The Airport Board approved the 2021 Budget on July 13, 2020.

ATTACHMENT

Mandan Airport Authority 2021 Budget

FISCAL IMPACT

The City of Mandan will levy the maximum of 4 Mills or approximately \$403K as requested by the Airport Board for the 2021 Budget. The City also provides \$5,600 annually to the Airport for their share of State Aid Distribution revenue from the State of ND.

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

To consider the Mandan Airport Authority 2021 Budget as recommended by the Airport Board.

SUGGESTED MOTION

Move to consider the Mandan Airport Authority 2021 Budget as recommended by the Airport Board.

**Mandan Municipal Airport
Operating, Capital and Finance Budget Summary
Year Ending December 31, 2021**

Fuel Gross Margin	\$ 28,390	Avgas Sales	\$ 190,000
Hanger Rent	140,000	Avgas Cost of Sales	<u>(168,550)</u>
Land Lease	25,500	Avgas Gross Margin	\$ 21,450
Property Tax & Other	390,050		
Interest	500	Jet Fuel Sales	\$ 30,000
Other	<u>5,000</u>	Jet Fuel Cost of Sales	<u>(23,060)</u>
Total Operating Income	\$ 589,440	Jet Fuel Gross Margin	\$ 6,940
Payroll	\$ 149,150		
Fees and Charges	6,510		
Insurance	9,650		
Travel/Training	3,000		
Utilities	29,400		
Advertising/Printing	4,200		
Dues & Subscriptions	1,500		
Supplies & Maintenance	40,150		
Leasehold Tax	16,000		
Interest Expense on Bonds	17,620		
Repairs	<u>10,500</u>		
Total Operating Expenses	\$ 287,680		
Net Operating Income	\$ 301,760	A	
Airport Construction - Wetland Project	\$ (1,000,000)		
Machinery & Equipment Purchases	(100,000)		
FAA Project Funding	900,000		
State Project Funding	<u>50,000</u>		
Net Capital Project Inflows / (Outflows)	\$ (150,000)	B	
Principal Payments on Bonds (Outflow)	\$ (113,115)		
Net Financing Inflows / (Outflows)	\$ (113,115)	C	
Net Budgeted Cash Flow	\$ 38,645	A+B+C	

Project Sources and (Uses)

FAA Eligible Construction Costs	\$ (1,000,000)
FAA Funding - 90%	900,000
State Funding (FAA Eligible) - 5%	50,000
Machinery & Equipment Purchases	<u>(100,000)</u>
Net Project Funding Required	\$ (150,000)

**Mandan Municipal Airport
 MAA Budget Overview
 January through December 2021**

	<u>Jan - Dec 21</u>
Ordinary Income/Expense	
Income	
800.31.101 Property Tax	\$ 390,050
800.34.418 Fuel Sale	\$ 190,000
800.34.418 Jet Fuel	\$ 30,000
800.34.418 Split Load Fuel	\$ -
800.36.601 Interest Income	\$ 500
800.36.602 Hangar Rent	\$ 140,000
800.36.602 Land Lease	\$ 25,500
Total Income	<u>\$ 776,050</u>
Gross Profit	<u>\$ 776,050</u>
Expense	
51001 Payroll Expenses	
51001 Payroll	\$ 110,000
Health	\$ 21,000
LTD Insurance	\$ 500
Pension	\$ 8,000
Social/Medicare	\$ 9,000
Term Life	\$ 100
Unemployment	\$ 50
Workers Comp	\$ 200
Workforce Safety & Insurance	\$ 300
Total 51001 Payroll Expenses	<u>\$ 149,150</u>
52001 Fees & Services Charges	
Accounting Fees	\$ -
Audit Fees	\$ 1,150
Credit Card Security Fee	\$ 360
Garbage	\$ 1,200
Legal Fees	\$ 2,500
Postage Fees	\$ 500
Web Page	\$ 800
Total 52001 Fees & Services Charges	<u>\$ 6,510</u>
53001 Insurance	
Automobile	\$ 650
Boiler Insurance	\$ 300
Building	\$ 1,600
Environmental Ins.	\$ 3,200
Fuel Tank	\$ 500
Inland Marine	\$ 2,200
Liability	\$ 1,200
Total 53001 Insurance	<u>\$ 9,650</u>
55001 Travel & Training	
Mileage	\$ 3,000
Total 55001 Travel & Training	<u>\$ 3,000</u>

**Mandan Municipal Airport
 MAA Budget Overview
 January through December 2021**

	<u>Jan - Dec 21</u>
56001 Utilities	
Cable TV	\$ 900
Electric	\$ 17,000
Propane	\$ 6,500
Telephone	\$ 3,800
Water	\$ 1,200
Total 56001 Utilities	\$ 29,400
57001 Publishing & Printing	
Advertising Other	\$ 1,200
Advertising/Public Relations	\$ 1,500
Clothing	\$ 1,500
Total 57001 Publishing & Printing	\$ 4,200
58001 Dues and Subscriptions	\$ 1,500
59001 Supplies & Maintenance	
AWOS Maintenance	\$ 2,500
Chemical Supplies	\$ 500
Diesel Fuel	\$ 4,500
Electrical Supplies	\$ 6,000
Equipment Maintenance	
JD 644K	\$ 1,000
Kubota	\$ 250
Land Pride Mower	\$ 2,000
Total Equipment Maintenance	\$ 3,250
Fly In	\$ 2,500
Gas, Oil, Grease	\$ 250
Grounds Supplies	\$ 5,000
Hardware	\$ 150
Janitorial Supplies	\$ 750
Office Supplies	\$ 750
Runway Ice Maintenance	\$ 10,000
Safety	\$ 250
Shop Supplies	\$ 500
Signage	\$ 250
Small Tools	\$ 1,000
Total 59001 Supplies & Maintenance	\$ 38,150
59002 Airplane Fuel	
Avgas	
Bank Fees	\$ 6,000
Federal Excise Tax	\$ 8,500
Federal Lust Tax	\$ 50
ND Excise Tax	\$ 4,000
Avgas - Other	\$ 150,000
Total Avgas	\$ 168,550
Fuel System	\$ 2,000

**Mandan Municipal Airport
 MAA Budget Overview
 January through December 2021**

	<u>Jan - Dec 21</u>
Jet Fuel	
Federal Excise Tax Jet A	\$ 2,200
Federal Lust Fee	\$ 10
ND Jet A Excise Tax	\$ 850
Jet Fuel - Other	<u>\$ 20,000</u>
Total Jet Fuel	<u>\$ 23,060</u>
Total 59002 Airplane Fuel	\$ 193,610
60001 Repairs & Maintenance	
Building Repairs	\$ 1,500
Courtsey Car	\$ 500
Electrical	\$ 2,000
Equipment Repairs	
Avgas Truck	\$ 500
CX 60	\$ 1,500
JD 644K	\$ 750
Land Pride	\$ 1,000
Loftness	<u>\$ 1,000</u>
Total Equipment Repairs	<u>\$ 4,750</u>
Fire Ext.	\$ 250
Plumbing & Septic System	<u>\$ 1,500</u>
Total 60001 Repairs & Maintenance	\$ 10,500
62001 Capitol Outlay	\$ 100,000
62001 New Construction	
FAA Project	\$ 1,000,000
FAA Project - Non AIP	<u>\$ -</u>
Total 62001 New Construction	\$ 1,000,000
63001 Debt Service	
Interest Revenue Bonds	\$ 17,620
63001 Debt Service - Other	<u>\$ 113,115</u>
Total 63001 Debt Service	\$ 130,735
64001 Misc	
Possessory Leasehold Tax	<u>\$ 16,000</u>
Total 64001 Misc	<u>\$ 16,000</u>
Total Expense	<u>\$ 1,692,405</u>
Net Ordinary Income	\$ (916,355)
Other Income/Expense	
Other Income	
800.33.301 Federal Grants	\$ 900,000
800.33.303 State Aid	<u>\$ 55,000</u>
Total Other Income	<u>\$ 955,000</u>
Net Other Income	<u>\$ 955,000</u>
Net Income	<u>\$ 38,645</u>



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 31, 2020
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch, Finance Director
PRESENTER: Jackie Hawes, Library Director
SUBJECT: Morton Mandan Public Library 2021 Budget

PURPOSE

To consider the Morton Mandan Public Library 2021 Budget as recommended by the Library Board of Trustees.

BACKGROUND

The Morton Mandan Public Library serves all citizens of Morton County and the City of Mandan, and is governed by a Board of Trustees, which are appointed by the County Commission and the City Commission. The Library is fiscally dependent upon the County and the City because the County Commission and the City Commission consider the Library budget, levies taxes, and must approve any debt issuances. The Library is reported as a component unit in the City of Mandan audited financial statements. The City currently owns the Library building.

The Library Board of Trustees approved the 2021 Budget on July 27, 2020. The Director presented the Library 2021 Budget to the Morton County Commission on July 28, 2020.

ATTACHMENT

Morton Mandan Public Library 2021 Budget

FISCAL IMPACT

The City of Mandan will levy 5.50 Mills or approximately \$554K as requested by the Library Board of Trustees for the 2021 Budget. The City also provides \$10,650 annually to the Library for their share of State Aid Distribution revenue from the State of ND.

According to the 2006 Memorandum of Understanding (MOU) between the Morton County Public Library and Mandan Public Library, the funding formula from each entity for the Library budget is to be “based on population statistics” and “if in the future the population statistics shift, the future board would then determine the most equitable formula.” At the time the MOU was approved, the contribution formula was “2/3 city and 1/3 county since the City of Mandan is approximately 2/3 of the population of Morton County.”

The most recent population estimates released in 2020 by the U.S Census Bureau (as of July 1, 2019) were as follows:

- Morton County = 31,364
- City of Mandan = 22,752

Based on the recent population statistics above, the City of Mandan population is 72.5% of the population of Morton County.

The Library 2021 Budget reflects the following funding contributions from each entity:

	<u>2021 Budget</u>	
Morton County	\$ 213,000	26.1%
City of Mandan	\$ 601,791	73.9%
Total	<u>\$ 814,791</u>	<u>100%</u>

Morton County

Taxes	\$ 193,000
State Grants (NDSL)	\$ 20,000
Total	<u>\$ 213,000</u>

City of Mandan

Property Taxes	\$ 554,241
Electric Taxes	\$ 350
Mobile Home Taxes	\$ 5,950
State Grants (NDSL)	\$ 19,500
State Aid Distribution	\$ 10,650
Disabled Veterans Credit	\$ 3,750
Homestead Credit	\$ 7,350
Total	<u>\$ 601,791</u>

As a result of the funding contribution percentages below, the City of Mandan will retain \$40,246 from the property tax collections for the Library in a separate City account to be used for future building improvements at the Library since Morton County's total funding contribution below is not in proportion to the City's total funding contribution, based on the most recent population estimate (see 2006 Memorandum of Understanding).

	Approved 2021 Budget		Population 2021 Budget		Withhold 2021 Budget	
Morton County	\$ 213,000	26.1%	\$ 213,000	27.5%		
City of Mandan	\$ 601,791	73.9%	\$ 561,545	72.5%	\$ 40,246	1.4%
Total	\$ 814,791	100%	\$ 774,545	100%	\$ 40,246	1.4%

STAFF IMPACT

None

LEGAL REVIEW

N/A

RECOMMENDATION

To consider the Morton Mandan Public Library 2021 Budget as recommended by the Library Board of Trustees.

SUGGESTED MOTION

Move to consider the Morton Mandan Public Library 2021 Budget as recommended by the Library Board of Trustees.

**Morton Mandan Public Library
2021 Budget**

General Fund

	Original Budget <u>FY 2020</u>	Revised Budget <u>FY 2020</u>	Proposed Budget <u>FY 2021</u>
Actual Fund Balance-January 1	\$ 459,187	\$ 459,187	
Estimated Fund Balance-January 1			\$ 426,124
Revenues			
Taxes:			
Property Taxes (City)	\$ 528,822	\$ 502,750	\$ 554,241
Electric Taxes (City)	\$ 350	\$ 350	\$ 350
Mobile Home Taxes (City)	\$ 5,700	\$ 5,950	\$ 5,950
Total Taxes	<u>\$ 534,872</u>	<u>\$ 509,050</u>	<u>\$ 560,541</u>
Intergovernmental:			
State Grants:			
NDSL (City)	\$ 17,820	\$ 17,820	\$ 19,500
NDSL (County)	\$ 19,856	\$ 19,856	\$ 20,000
State Aid Distribution (City)	\$ 10,650	\$ 10,650	\$ 10,650
Disabled Veterans Credit (City)	\$ 3,450	\$ 3,750	\$ 3,750
Homestead Credit (City)	\$ 7,350	\$ 7,350	\$ 7,350
Morton County	\$ 199,000	\$ 199,000	\$ 193,000
Total Intergovernmental	<u>\$ 258,126</u>	<u>\$ 258,426</u>	<u>\$ 254,250</u>
Charges for Services:			
Miscellaneous Charges	\$ 50	\$ 50	\$ 50
Copier/Fax/Computer Fees	\$ 5,300	\$ 5,300	\$ 5,000
New Card Fees	\$ 150	\$ 150	\$ 150
Passport Fees	\$ 8,500	\$ 8,500	\$ 15,000
Photo Fees	\$ 4,000	\$ 4,000	\$ 6,000
Total Charges for Services	<u>\$ 18,000</u>	<u>\$ 18,000</u>	<u>\$ 26,200</u>
Fines and Forfeits:			
Fines	\$ 4,500	\$ 4,500	\$ 2,500
Total Fines and Forfeits	<u>\$ 4,500</u>	<u>\$ 4,500</u>	<u>\$ 2,500</u>
Miscellaneous:			
Interest Earnings	\$ 600	\$ 1,400	\$ 1,400
Rent:			
Rice Bowl	\$ 34,100	\$ 34,100	\$ -
Donations:			
Donations	\$ 3,500	\$ 3,500	\$ 3,500
Noon Kiwanis-Summer Kids' Programming	\$ 2,000	\$ 2,000	\$ 2,000
Noon Kiwanis-Teen Programming	\$ 500	\$ 500	\$ 500

**Morton Mandan Public Library
2021 Budget**

General Fund

	Original Budget FY 2020	Revised Budget FY 2020	Proposed Budget FY 2021
Refunds	\$ -	\$ -	\$ -
Other	\$ 2,500	\$ 2,500	\$ 2,500
Total Miscellaneous	\$ 43,200	\$ 44,000	\$ 9,900
Total Revenues	\$ 858,698	\$ 833,976	\$ 853,391

Expenditures

Library:

Salaries and Benefits:

Director (Jackie Hawes)	\$ 73,632	\$ 73,632	\$ 75,629
Assistant Director (Monica DeCarlo)	\$ 52,000	\$ 52,000	\$ 50,294
Public Services Coordinator (Mary Henderson)	\$ 51,522	\$ 51,522	\$ 51,875
Youth Services Coordinator (Vacant)	\$ 47,507	\$ 47,507	\$ 43,680
Technical Services Assistant (Matt Engel)	\$ 30,659	\$ 30,659	\$ 31,491
Technical Services Assistant (Susan Harmon)	\$ 21,229	\$ 21,229	\$ 21,801
Outreach Services Driver Librarian (Belinda Neibel)	\$ 26,767	\$ 26,767	\$ 27,491
Outreach Services Assistant (Amy Rask)	\$ 30,306	\$ 30,306	\$ 31,138
Youth Services Assistant (Vacant)	\$ 29,203	\$ 29,203	\$ 32,032
Public Services Assistant (Barb Sandstrom & Seasonal)	\$ 24,523	\$ 24,523	\$ 13,457
Page (Kayla Steinwand)	\$ 4,451	\$ 4,451	\$ 4,572
Social Security and Medicare	\$ 29,973	\$ 29,973	\$ 29,335
Pension	\$ 29,026	\$ 29,026	\$ 29,234
Unemployment Compensation	\$ -	\$ 392	\$ 383
Workers' Compensation	\$ 1,100	\$ 1,150	\$ 1,150
Health Insurance	\$ 87,800	\$ 95,400	\$ 95,400
Long Term Disability Insurance	\$ 1,050	\$ 1,050	\$ 1,050
Term Life Insurance	\$ 450	\$ 450	\$ 450
Total Salaries and Benefits	\$ 541,198	\$ 549,239	\$ 540,463

Fees and Other Service Charges:

Audit Fees	\$ 600	\$ 900	\$ 900
Accounting Fees	\$ 4,900	\$ 4,900	\$ 5,050
Courier Fees	\$ 3,750	\$ 3,750	\$ 3,750
Computer Telecommunications	\$ 1,100	\$ 1,100	\$ 1,800
System-Related Charges (CDLN Contract)	\$ 15,000	\$ 15,000	\$ 15,900
Technology Support (NRG Server)	\$ 23,000	\$ 23,000	\$ 21,800
Total Fees and Other Service Charges	\$ 48,350	\$ 48,650	\$ 49,200

Insurance:

Insurance	\$ 4,350	\$ 4,350	\$ 4,350
Total Insurance	\$ 4,350	\$ 4,350	\$ 4,350

**Morton Mandan Public Library
2021 Budget**

General Fund

	Original Budget <u>FY 2020</u>	Revised Budget <u>FY 2020</u>	Proposed Budget <u>FY 2021</u>
Rentals:			
Building Rental	\$ 800	\$ 800	\$ 800
Total Rentals	<u>\$ 800</u>	<u>\$ 800</u>	<u>\$ 800</u>
Travel and Training:			
Staff Training	\$ 8,000	\$ 8,000	\$ 7,000
Program Mileage	\$ 2,500	\$ 2,500	\$ 1,500
Total Travel and Training	<u>\$ 10,500</u>	<u>\$ 10,500</u>	<u>\$ 8,500</u>
Utilities:			
Utilities	\$ 21,300	\$ 21,300	\$ 21,300
Telephone	\$ 2,350	\$ 2,350	\$ 3,000
Total Utilities	<u>\$ 23,650</u>	<u>\$ 23,650</u>	<u>\$ 24,300</u>
Publishing and Printing:			
Advertising/Public Relations	\$ 2,500	\$ 2,500	\$ 2,000
Total Publishing and Printing	<u>\$ 2,500</u>	<u>\$ 2,500</u>	<u>\$ 2,000</u>
Library Materials:			
Dues and Memberships	\$ 750	\$ 750	\$ 700
Adult Materials	\$ 45,000	\$ 45,000	\$ 45,000
Electronic Resources	\$ 8,000	\$ 8,000	\$ 5,000
Juvenile Materials	\$ 30,000	\$ 30,000	\$ 30,000
Periodicals	\$ 4,500	\$ 4,500	\$ 4,500
Software Materials	\$ 1,500	\$ 1,500	\$ 1,500
Audiovisuals	\$ 16,000	\$ 16,000	\$ 8,000
Young Adult Materials	\$ 10,000	\$ 10,000	\$ 8,000
Satellite/Movie Services	\$ 750	\$ 750	\$ 600
Total Library Materials	<u>\$ 116,500</u>	<u>\$ 116,500</u>	<u>\$ 103,300</u>
Supplies and Maintenance:			
Office Supplies	\$ 4,500	\$ 4,500	\$ 4,500
Postage and Sort Fees	\$ 4,000	\$ 4,000	\$ 4,000
Janitorial Supplies	\$ 4,500	\$ 4,500	\$ 5,000
Gas, Oil, Grease	\$ 3,250	\$ 3,250	\$ 3,500
Copier/Fax/Computer	\$ 3,500	\$ 3,500	\$ 3,500
Materials Processing	\$ 4,500	\$ 4,500	\$ 4,000
Program Supplies:			
Children	\$ 7,500	\$ 7,500	\$ 7,500
Teen	\$ 3,000	\$ 3,000	\$ 3,000

**Morton Mandan Public Library
2021 Budget**

General Fund

	Original Budget <u>FY 2020</u>	Revised Budget <u>FY 2020</u>	Proposed Budget <u>FY 2021</u>
Adult	\$ 2,500	\$ 2,500	\$ 2,500
Total Supplies and Maintenance	\$ 37,250	\$ 37,250	\$ 37,500
Repairs and Maintenance:			
Equipment Repairs and Maintenance	\$ 500	\$ 500	\$ 500
Building Repairs and Maintenance	\$ 14,000	\$ 14,000	\$ 8,000
Maintenance Contracts:			
Maintenance Contracts	\$ 9,100	\$ 9,100	\$ 7,000
City of Mandan	\$ 20,000	\$ 20,000	\$ 20,550
Vehicle Repairs and Maintenance	\$ 5,000	\$ 5,000	\$ 5,000
Total Repairs and Maintenance	\$ 48,600	\$ 48,600	\$ 41,050
Capital Outlay:			
Office Equipment/Furniture	\$ 15,000	\$ 15,000	\$ 10,000
Total Capital Outlay	\$ 15,000	\$ 15,000	\$ 10,000
Transfers:			
Bookmobile Replacement Fund	\$ 10,000	\$ 10,000	\$ 10,000
Capital Reserve Fund	\$ -	\$ -	\$ 21,928
Total Transfers	\$ 10,000	\$ 10,000	\$ 31,928
Total Expenditures	\$ 858,698	\$ 867,039	\$ 853,391
Excess of Revenues Over (Under) Expenditures	\$ 0	\$ (33,063)	\$ 0
Estimated Fund Balance-December 31	\$ 459,187	\$ 426,124	\$ 426,124
<u>Estimated Fund Balance</u>			
Reserved (17%)	\$ 141,729	\$ 143,147	\$ 137,949
Unreserved	\$ 317,459	\$ 282,977	\$ 288,176
Total	\$ 459,187	\$ 426,124	\$ 426,124

**Morton Mandan Public Library
2021 Budget**

Bookmobile Replacement Fund

Statement of Purpose: To be used as future replacement of Bookmobile unit.

	Original Budget <u>FY 2020</u>	Revised Budget <u>FY 2020</u>	Proposed Budget <u>FY 2021</u>
Actual Fund Balance-January 1	\$ 93,661	\$ 93,661	
Estimated Fund Balance-January 1			\$ 103,661
Revenues			
Transfers:			
General Fund	\$ 10,000	\$ 10,000	\$ 10,000
Total Transfers	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Total Revenues	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Expenditures			
Capital Outlay:			
Bookmobile	\$ -	\$ -	\$ -
Total Capital Outlay	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Excess of Revenues Over (Under) Expenditures	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Estimated Fund Balance-December 31	<u>\$ 103,661</u>	<u>\$ 103,661</u>	<u>\$ 113,661</u>

The Bookmobile was purchased in 2012 for a total cost of \$184,745 with a life expectancy of 15-20 years.

**Morton Mandan Public Library
2021 Budget**

Capital Reserve Fund

Statement of Purpose: To be used for future building and capital improvements over \$5,000.

	Original Budget <u>FY 2020</u>	Revised Budget <u>FY 2020</u>	Proposed Budget <u>FY 2021</u>
Actual Fund Balance-January 1	\$ 186,978	\$ 186,978	
Estimated Fund Balance-January 1			\$ 186,978
Revenues			
Donations:			
Library Renovation Project	\$ -	\$ -	\$ 500,000
Total Donations	\$ -	\$ -	\$ 500,000
Transfers:			
General Fund	\$ -	\$ -	\$ 21,928
Total Transfers	\$ -	\$ -	\$ 21,928
Total Revenues	\$ -	\$ -	\$ 521,928
Expenditures			
Repairs and Maintenance:			
Building Repairs and Maintenance	\$ -	\$ -	\$ -
Total Repairs and Maintenance	\$ -	\$ -	\$ -
Capital Outlay:			
Building Improvements	\$ -	\$ -	\$ -
Office Equipment/Furniture	\$ -	\$ -	\$ 500,000
Total Capital Outlay	\$ -	\$ -	\$ 500,000
Total Expenditures	\$ -	\$ -	\$ 500,000
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -	\$ 21,928
Estimated Fund Balance-December 31	\$ 186,978	\$ 186,978	\$ 208,906
<u>Estimated Fund Balance</u>			
Undesignated	\$ 65,532	\$ 65,532	\$ 87,460
City of Mandan (Library Building)	\$ 121,446	\$ 121,446	\$ 121,446
Total	\$ 186,978	\$ 186,978	\$ 208,906

ORDINANCE NO. 1348

An Ordinance to Amend and Re-enact
Section 10-2-10 of the Mandan Code of Ordinances
Relating to Fireworks

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

Sec. 10-2-10. – Amendments to International Fire Code.

Chapter 56 Explosives and Fireworks

Section 5601, is amended as follows:

Section 5601.1.3 Fireworks, is amended as follows:

Section 5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited within the city limits.

Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.
2. The use of fireworks for fireworks displays as allowed in Section 5608 is an exception to the prohibition of use of fireworks in the city, provided the requirements of sections 5601.2.3 and 5601.2.4 are met. The possession, use, discharge, or explosion of fireworks, as defined by § 23-15-01, N.D.C.C., not including bottle rockets, is permitted ~~between the hours of 12:00 p.m. and 12:00 a.m. on July 2 and 3,~~ from the hours of 12:00 p.m. to 11:59 p.m. on July 3 and 4 ~~to 2:00 a.m. on July 5~~ of each year, and from the hours of 5:00 p.m. on December 31 to 1:00 a.m. on January 1 of each year.

Penalty:

1. Any person who violates the provisions of this section shall, upon conviction, be guilty of an ordinance violation, punishable by a fine of one hundred fifty dollars (\$150.00).
2. Any person cited for a violation of this section shall be deemed to be charged with a noncriminal offense and may utilize the same procedures for appearance, payment of statutory fee, posting and forfeiture of bond, waiver of hearing, or hearing as is provided for noncriminal traffic offenses pursuant to the provisions of Chapter 24 of the Mandan Municipal Code. Any person failing to appear at the time designated, after signing a promise to appear, without paying the statutory fee or posting and forfeiting bond is guilty of a Class B misdemeanor.

Failure to appear without just cause at the hearing must also be deemed an admission of commission of the violation charged.

Section 5601.2.4 Financial responsibility, deleted in its entirety and replaced with:

Section 5601.2.4 Financial responsibility. The permittee shall furnish a bond or insurance in an amount deemed adequate by the board of city commissioners, but not less than two hundred and fifty thousand dollars (\$250,000.00) per individual or one million dollars (\$1,000,000.00) per occurrence, conditioned for the payment of all potential damages which may be caused either to a person or persons or to property by reason of the permitted display, and arising from any act of the permittee, its agents, employees or subcontractors.

By: _____
Tim Helbling, President, Board of
City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: _____

Second Consideration and Final Passage: _____

Publication: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 29, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Second and Final Consideration of Ordinance 1345 related to a zoning amendment from A Agriculture to RM Residential

STATEMENT/PURPOSE: Consider approval of the second and final consideration of Ordinance 1345 related to a zoning amendment from A Agriculture to RM Residential.

BACKGROUND/ALTERNATIVES:

The applicant requests a rezone from A Agriculture to RM Residential for the purposes of residential construction.

The subject property is the proposed Sunset Ave. 1st Addition that was discussed at the July 21 Board of City Commission meeting.

The only change from the first consideration to the second is the removal of the restriction of five (5) to eight (8) dwelling units. Density will be addressed in the development agreement for the subdivision.

Staff recommends approval of this zone change, as it aligns with the future land use planned for this area.

ATTACHMENTS:

Exhibit 1 – Preliminary Plat (to illustrate subject area)
Exhibit 2 – Ordinance 1345

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

Board of City Commissioners

Agenda Documentation

Meeting Date: August 4, 2020

Subject: Second and Final Consideration of Ordinance 1345 related to a zoning amendment from A Agriculture to RM Residential

Page 2 of 2

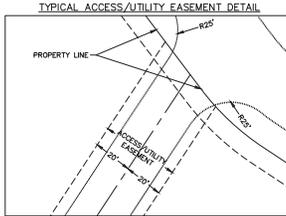
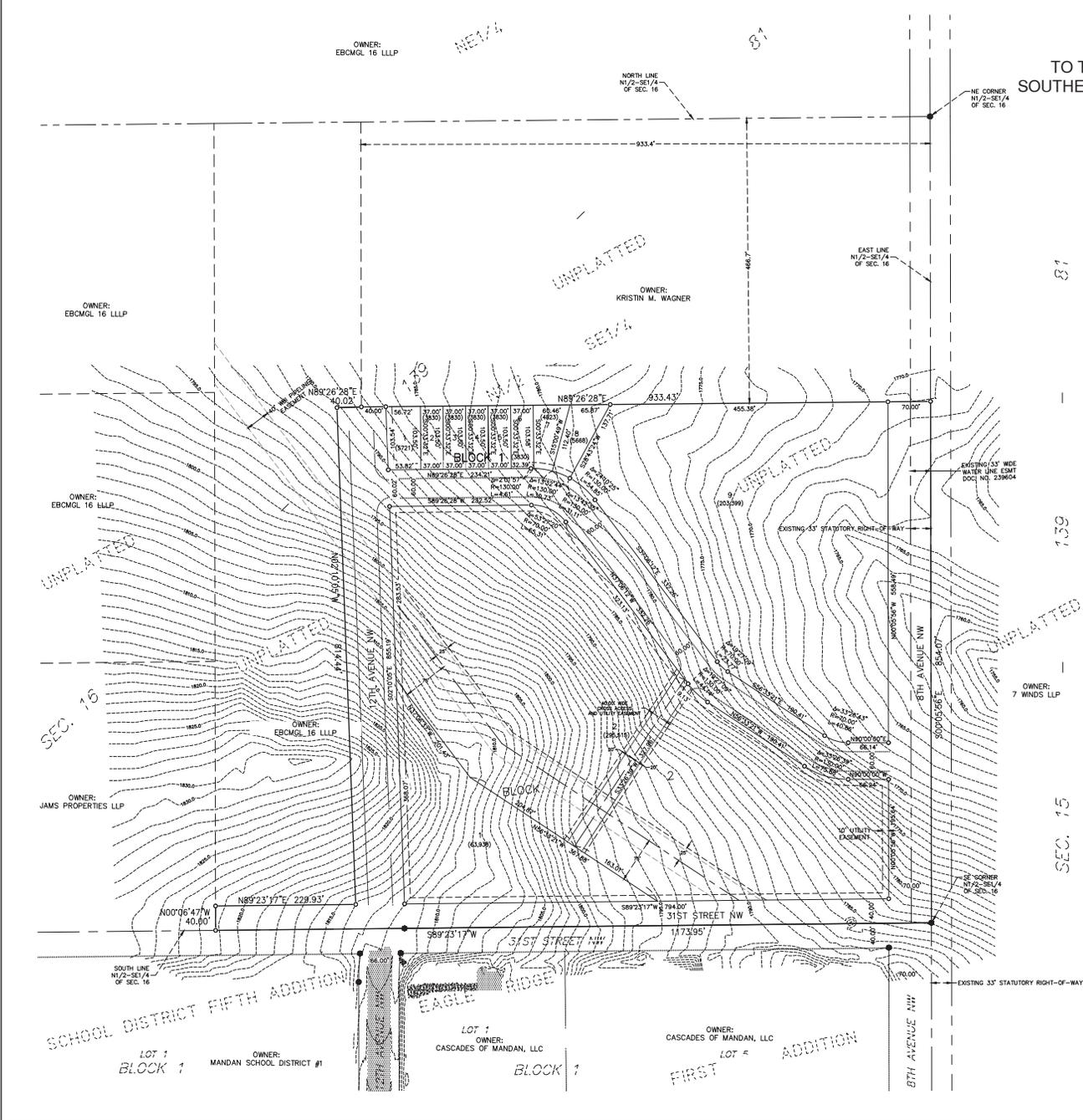
LEGAL REVIEW: The staff report and exhibits have been reviewed by Attorney Oster as part of the agenda packet.

RECOMMENDATION: Staff recommends approval of the rezone as presented in Exhibit 2.

SUGGESTED MOTION: I move to approve Ordinance 1345 related to a zoning amendment from A Agriculture to RM Residential as presented in Exhibit 2.

EXHIBIT 2

PLAT OF
SUNSET AVENUE 1ST ADDITION
 TO THE CITY OF MANDAN, A PLAT OF PART OF THE NORTH HALF OF THE
 SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST
 MORTON COUNTY, NORTH DAKOTA



0 80
 Scale in Feet

BASES OF BEARINGS:
 NORTH DAKOTA STATE PLANE
 COORDINATE SYSTEM, SOUTH
 ZONE NAD(83)2011,
 INTERNATIONAL FEET.

LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
- (4810) LOT AREAS IN SQ. FT.
- L ARC LENGTH
- R RADIUS LENGTH
- Δ CENTRAL ANGLE

PROPOSED ZONING = RM(PUD)

OWNER/DEVELOPER	SURVEYOR
DR. ERIC BELANGER 832 SOUTHWEST LOOP BISMARCK, ND 58504 701-834-0730	JIM ALBER 925 10TH AVENUE E WEST FARGO, ND 58078 701-282-4692



PRELIMINARY

EXHIBIT 2

ORDINANCE NO. 1345

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

WHEREAS, The Mandan Land Use and Transportation Plan designates the property as Medium Density Residential; and

WHEREAS, The Preliminary Plat and Phasing Plan for Sunset Ave. 1st Add., the area subject to this zoning amendment, align with the Mandan Land Use and Transportation Plan designation as presented; and

WHEREAS, The RM Residential District with a density restriction will ensure compliance with the Mandan Future Land Use and Transportation Plan designation of Medium Density Residential.

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

SECTION 1. ZONING AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

A tract of land a part of the North Half of the Southeast Quarter of Section 16, Township 139 North, Range 81 West of the Fifth Principal Meridian in Morton County, North Dakota more particularly described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 23 MINUTES 17 SECONDS WEST ON AN ASSUMED BEARING ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 1173.95 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 229.93 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 814.44 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 40.02 FEET TO THE SOUTHWEST CORNER OF THE NORTHERLY 466.7 FEET OF THE EASTERLY 933.4 FEET OF SAID NORTH HALF OF THE SOUTHEAST QUARTER, AS MEASURED AT A RIGHT ANGLE TO, AND PARALLEL WITH , THE NORTH AND EAST LINES OF SAID NORTH HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHERLY 466.7 FEET FOR A DISTANCE OF 933.43 FEET TO THE SOUTHEAST CORNER OF SAID NORTHERLY 466.7 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 854.07 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 19.00 ACRES, MORE OR LESS.

Said tract shall be removed from the A-Agricultural District and be included in the RM Residential District. ~~WITH THE FOLLOWING RESTRICTIONS:~~

~~DENSITY TO BE LIMITED TO BETWEEN FIVE (5) AND EIGHT (8) DWELLING UNITS PER ACRE.~~

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

Tim Helbling, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission:
First Consideration:
Second Consideration and Final Passage:
Recording Date:

June 22, 2020

July 21, 2020

August 4, 2020



Board of City Commissioners

Agenda Documentation

MEETING DATE: August 4, 2020
PREPARATION DATE: July 31, 2020
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Preliminary 2021 Budget

PURPOSE

To consider the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1346 adopting the 2021 Budget.

BACKGROUND

The City of Mandan is required to prepare the annual budget in accordance with the North Dakota Century Code. In addition, the City's Budget Policies & Procedures and the Board's annual Budget Working Session provide further guidance to the budget development process.

The City's budget is coordinated by the Finance Department under the direction of the Budget and Finance Committee with the assistance from Commissioners, Department Managers, Supervisors and staff.

The City's preliminary 2021 Budget is submitted to the Board as a recommendation from the Committee. The Committee consists of the following members:

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

On August 5, 2020, the City will provide a copy of the preliminary 2021 budget statement and notice of the public budget hearing date to the Morton County Auditor.

By August 31, 2020, the Morton County Treasurer will provide a written notice to the owner of each parcel of taxable property with the total estimated property tax, based on the preliminary 2021 budget statement, and the date, time and location of the public budget hearing.

On September 15, 2020, the City will conduct a public budget hearing at 6:00 p.m. and pass the second and final consideration of Ordinance No. 1346 adopting the 2021 Budget and approve the Resolutions establishing the rates and charges for services.

On September 16, 2020, the City will submit a certified copy of the levy as adopted and a certified copy of the final 2021 Budget to the Morton County Auditor.

The preliminary 2021 Budget will be posted on the City's website at cityofmandan.com.

ATTACHMENTS

- Preliminary 2021 Budget presentation
- Ordinance No. 1346

FISCAL IMPACT

The annual cost for City services for an existing \$275,000 residential property and using 8 units of water per month, excluding special assessments:

NO VALUATION INCREASE

	<u>2020 BUDGET</u>	<u>2021 BUDGET</u>	<u>ANNUAL INCREASE</u>
PROPERTY TAXES	\$ 786	\$ 786	\$ -
UTILITY BILL	<u>\$ 1,073</u>	<u>\$ 1,109</u>	<u>\$ 36</u>
TOTAL	<u>\$ 1,859</u>	<u>\$ 1,895</u>	<u>\$ 36</u>

3.4% VALUATION INCREASE

	<u>2020 BUDGET</u>	<u>2021 BUDGET</u>	<u>ANNUAL INCREASE</u>
PROPERTY TAXES	\$ 786	\$ 813	\$ 27
UTILITY BILL	<u>\$ 1,073</u>	<u>\$ 1,109</u>	<u>\$ 36</u>
TOTAL	<u>\$ 1,859</u>	<u>\$ 1,922</u>	<u>\$ 63</u>

STAFF IMPACT

None

LEGAL REVIEW

The City of Mandan is required to prepare the annual budget in accordance with the North Dakota Century Code.

RECOMMENDATION

To approve the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1346 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2021, and ending December 31, 2021, and making the annual tax levy for the year 2020.

SUGGESTED MOTION

Move to approve the introduction and first consideration, and call for a public budget hearing of Ordinance No. 1346 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2021, and ending December 31, 2021, and making the annual tax levy for the year 2020.

ORDINANCE NO. 1346

AN ORDINANCE MAKING THE ANNUAL APPROPRIATIONS FOR EXPENDITURES OR EXPENSES OF THE CITY OF MANDAN, NORTH DAKOTA, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021, AND MAKING THE ANNUAL TAX LEVY FOR THE YEAR 2020.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA:

Section 1. There are hereby appropriated the following sums of money for so much thereof that may be necessary for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2021, and ending December 31, 2021.

	EXPENDITURES/EXPENSES					TRANSFERS
	SALARIES AND BENEFITS	OPERATIONS AND MAINTENANCE	DEBT SERVICE	CAPITAL OUTLAY	TOTAL	
GENERAL FUND	\$ 9,202,400	\$ 3,333,650	\$ 125,050	\$ 865,000	\$ 13,526,100	\$ 2,400
<u>SPECIAL REVENUE FUNDS</u>						
HIGHWAY DISTRIBUTION FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 985,150
CITY'S SHARE OF SPECIAL ASSESSMENTS FUND	\$ -	\$ 141,100	\$ -	\$ -	\$ 141,100	\$ 22,050
CEMETERY FUND	\$ 125,850	\$ 41,300	\$ -	\$ 31,000	\$ 198,150	\$ -
CITY VISITORS' PROMOTION FUND	\$ -	\$ 44,200	\$ -	\$ -	\$ 44,200	\$ -
ALARM-EQUIPMENT RESERVE FUND	\$ -	\$ 17,950	\$ -	\$ -	\$ 17,950	\$ -
1% CITY SALES TAX FUND	\$ -	\$ 274,450	\$ -	\$ -	\$ 274,450	\$ 2,644,300
PUBLIC TRANSPORTATION SYSTEM FUND	\$ -	\$ 197,700	\$ -	\$ -	\$ 197,700	\$ -
0.75% CITY SALES TAX FUND	\$ -	\$ -	\$ 1,060,000	\$ -	\$ 1,060,000	\$ -
FIRE EQUIPMENT RESERVE FUND	\$ -	\$ -	\$ -	\$ 288,500	\$ 288,500	\$ 83,950
MANDAN GROWTH FUND	\$ 157,450	\$ 103,000	\$ -	\$ -	\$ 260,450	\$ -
ABUSED ADULT RESOURCE CENTER GRANT FUND	\$ 79,750	\$ -	\$ -	\$ -	\$ 79,750	\$ -
BNSF SETTLEMENT FUND	\$ -	\$ 3,150	\$ -	\$ -	\$ 3,150	\$ -
MANDAN SEP TRUST FUND	\$ -	\$ 1,250	\$ -	\$ -	\$ 1,250	\$ -
HEALTH AND SAFETY FUND	\$ -	\$ 65,950	\$ -	\$ -	\$ 65,950	\$ -
<u>DEBT SERVICE FUNDS</u>						
LIBERTY MEMORIAL BRIDGE GENERAL OBLIGATION BONDS FUND	\$ -	\$ -	\$ 70,600	\$ -	\$ 70,600	\$ -
REFUNDING IMPROVEMENT BONDS FUND	\$ -	\$ -	\$ 5,676,800	\$ -	\$ 5,676,800	\$ -
<u>BUDGETS NOT REQUIRED UNDER NDCC 40-40-05</u>						
CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION FUND	\$ -	\$ 7,100	\$ -	\$ -	\$ 7,100	\$ -
WATER AND SEWER UTILITY FUND	\$ 2,005,600	\$ 1,585,750	\$ 2,699,200	\$ 2,262,000	\$ 8,552,550	\$ 17,800
SOLID WASTE UTILITY FUND	\$ 454,700	\$ 1,964,150	\$ 159,650	\$ 15,000	\$ 2,593,500	\$ -
STREET LIGHT UTILITY FUND	\$ 77,350	\$ 302,450	\$ -	\$ 55,000	\$ 434,800	\$ -
CITY SHOP FUND	\$ -	\$ 212,450	\$ -	\$ -	\$ 212,450	\$ -
TOTAL	\$ 12,103,100	\$ 8,295,600	\$ 9,791,300	\$ 3,516,500	\$ 33,706,500	\$ 3,755,650
MORTON MANDAN PUBLIC LIBRARY (GENERAL FUND)	\$ 540,463	\$ 271,000	\$ -	\$ 10,000	\$ 821,463	\$ 31,928
MANDAN AIRPORT AUTHORITY	\$ 149,150	\$ 312,520	\$ 130,735	\$ 1,100,000	\$ 1,692,405	\$ -

Section 2. There are hereby levied the following sums of money on all taxable property in the City of Mandan, North Dakota, for the year 2020 for the purpose of paying expenditures or expenses of the City of Mandan, North Dakota.

GENERAL FUND	\$ 5,042,786
<u>SPECIAL REVENUE FUNDS</u>	
CITY'S SHARE OF SPECIAL ASSESSMENTS FUND	\$ 5,039
CEMETERY FUND	\$ 77,056
PUBLIC TRANSPORTATION SYSTEM FUND	\$ 201,542
<u>DEBT SERVICE FUNDS</u>	
GENERAL OBLIGATION BONDS FUND:	
LIBERTY MEMORIAL BRIDGE	\$ 76,406
REFUNDING IMPROVEMENT BONDS FUND:	
STREET IMPROVEMENT DISTRICT #145	\$ 33,508
STREET IMPROVEMENT DISTRICT #148	\$ 9,371
MANDAN AIRPORT AUTHORITY	\$ 403,084
MORTON MANDAN PUBLIC LIBRARY	\$ 554,241
TOTAL	<u>\$ 6,403,033</u>

Section 3. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Taking Effect. This ordinance shall be in full force and effect from and after its final passage and adoption.

President, Board of City Commissioners

Attest:

City Administrator

First Consideration: August 4, 2020
Second Consideration: September 15, 2020
Final Passage and Adoption: September 15, 2020

Preliminary 2021 Budget



Greg Welch, CPA
Finance Director

Funds

GENERAL FUND

Primary operating fund

Accounts for all financial resources not accounted for in another fund

Departments

19

SPECIAL REVENUE FUNDS

15

Accounts for specific revenue sources that are restricted or committed to expenditure for specified purposes

Highway Distribution,
Cemetery,
City Sales Tax,
Mandan Growth,
etc.

DEBT SERVICE FUNDS

2

Accounts for the accumulation of resources that are restricted, committed, or assigned to expenditure for principal and interest

Funds

CITY VISITORS' PROMOTION CAPITAL CONSTRUCTION FUND

1% City restaurant and lodging tax

Purchase, equipping, improving, construction, maintenance, repair, and acquisition of buildings or property consistent with visitor attraction and promotion

ENTERPRISE FUNDS

3

Operations are financed primarily through user charges

Operated in a manner similar to private business enterprises

Water and Sewer Utility

Departments

8

Solid Waste Utility

Street Light Utility

CITY SHOP FUND

Accounts for the purchase of fuel

Revenues & Expenses



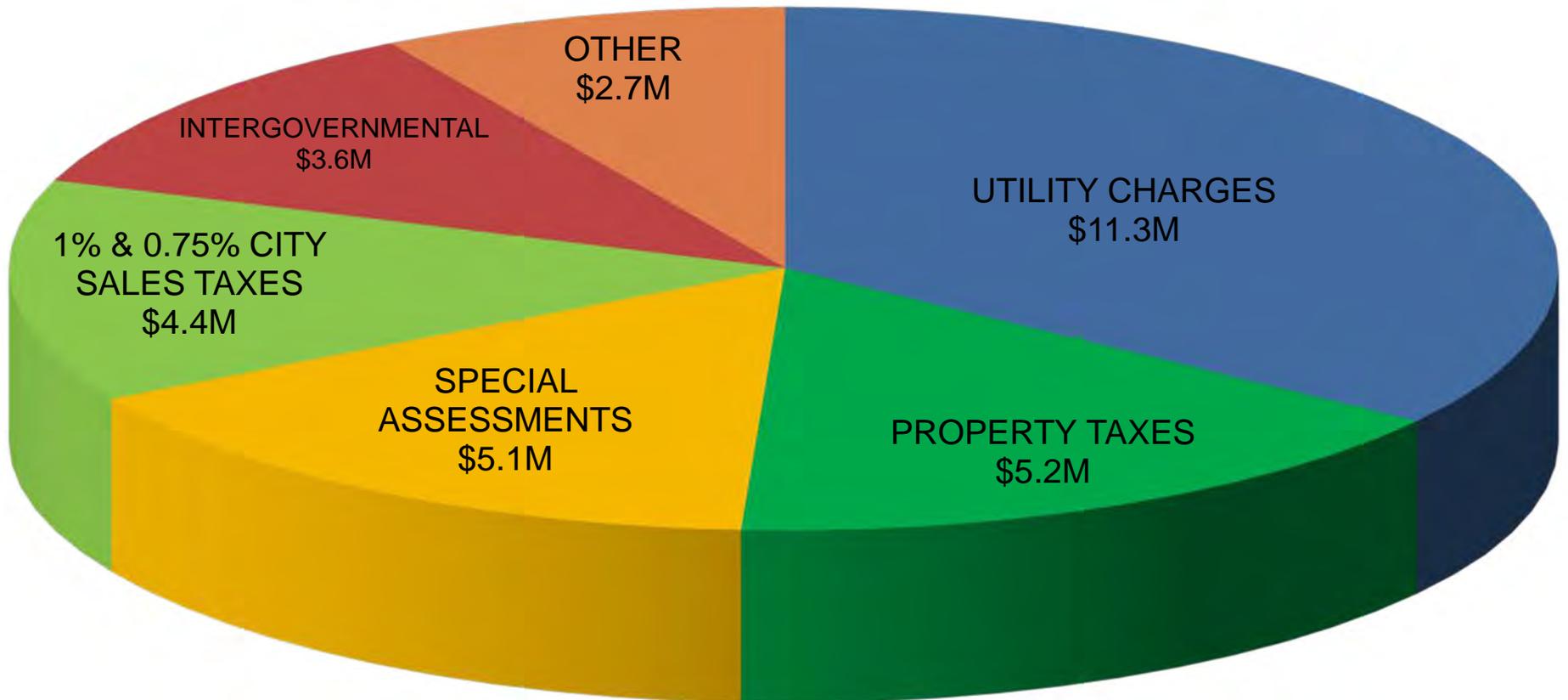
REVENUES

\$32.3M

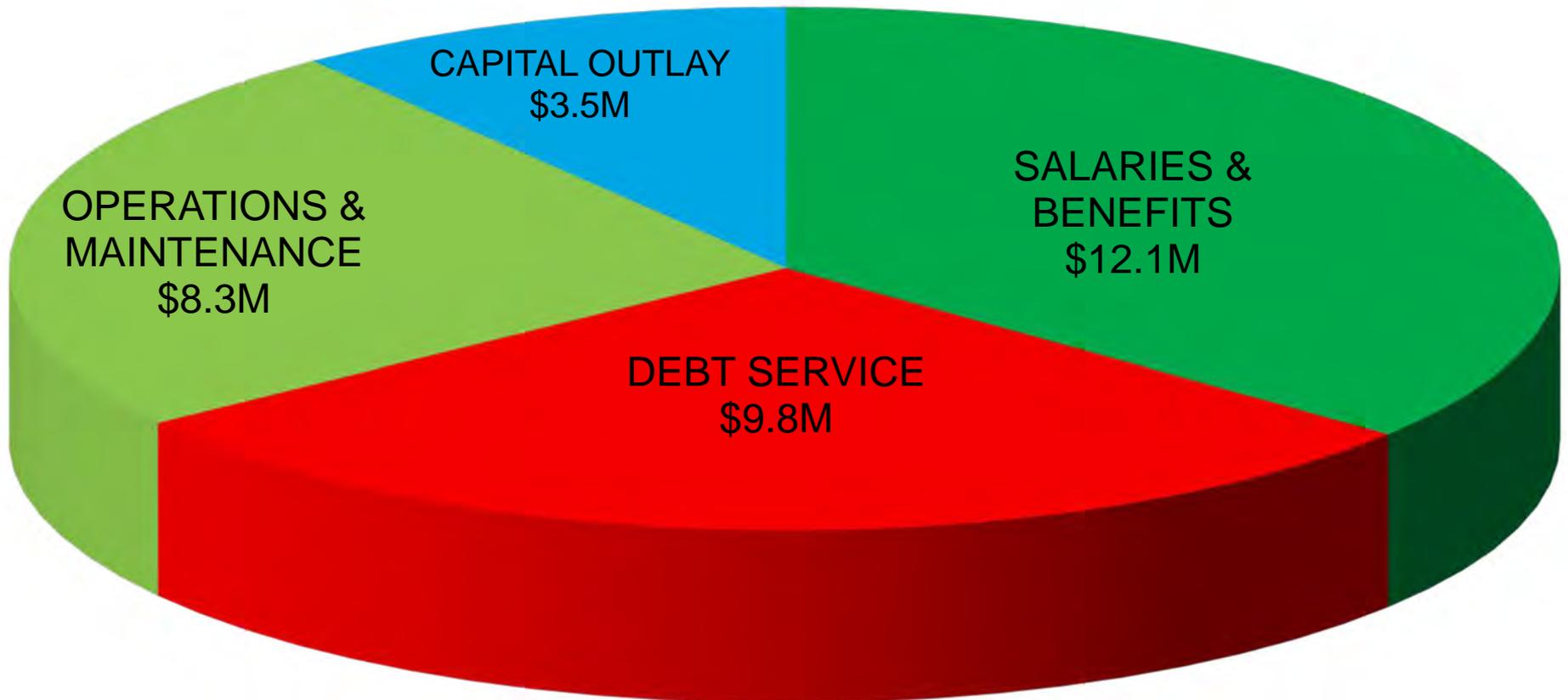
EXPENSES

\$33.7M

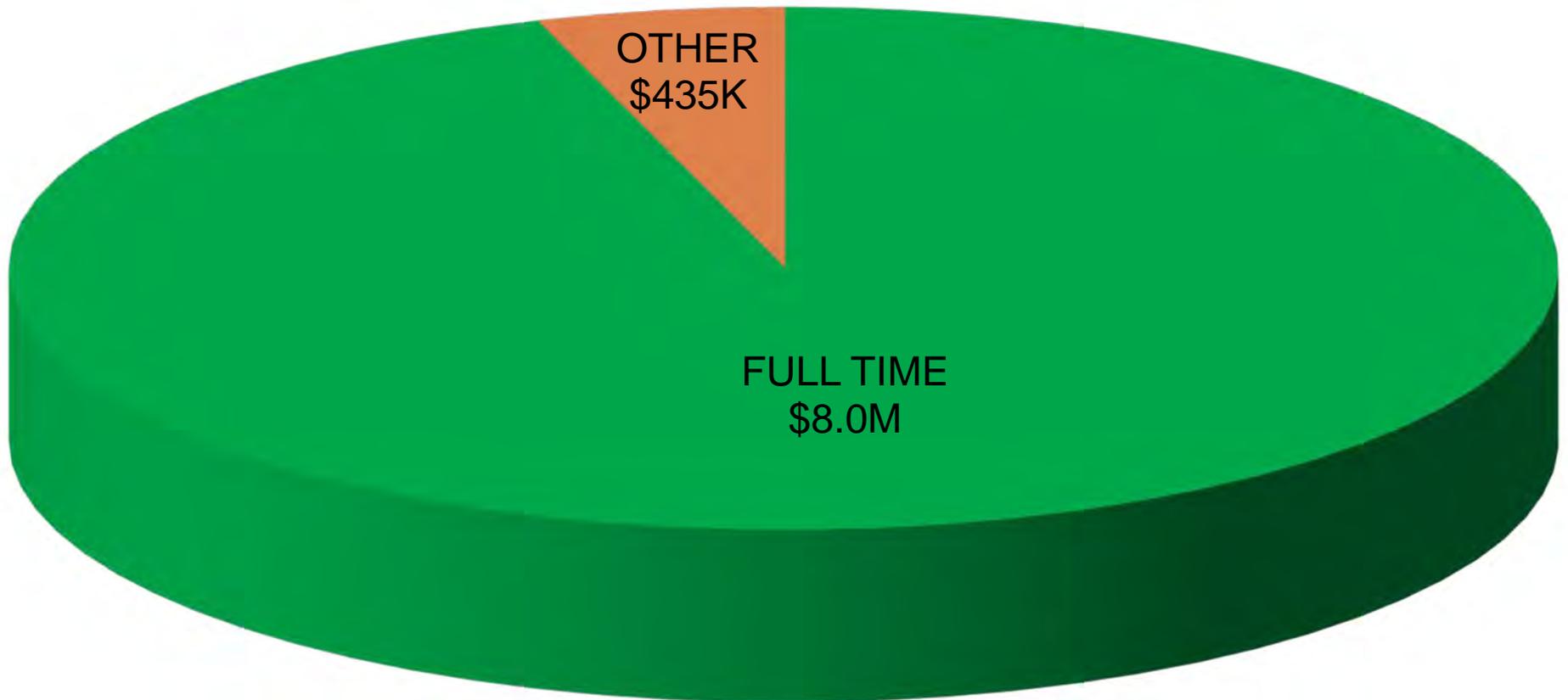
Revenues = \$32.3M



Expenses = \$33.7M



Salaries = \$8.4M



Salary Study

Condrey and Associates Salary Study

- Plan C (97% of market) Modified-2 option
- Total Implementation Cost = \$431K (including benefits, excluding Library and Airport)
 - 2021 Budget = 50% or \$215.5K
 - 2022 Budget = 50% or \$215.5K

No cost of living adjustment (COLA) for the 2021 Budget and 2022 Budget due to the Salary Study.

City Commission will need to approve the Salary Study.

Employees

Vacant Position (full time)

- General Fund
 - Finance Department
 - Accounting Technician

New Employees (full time)

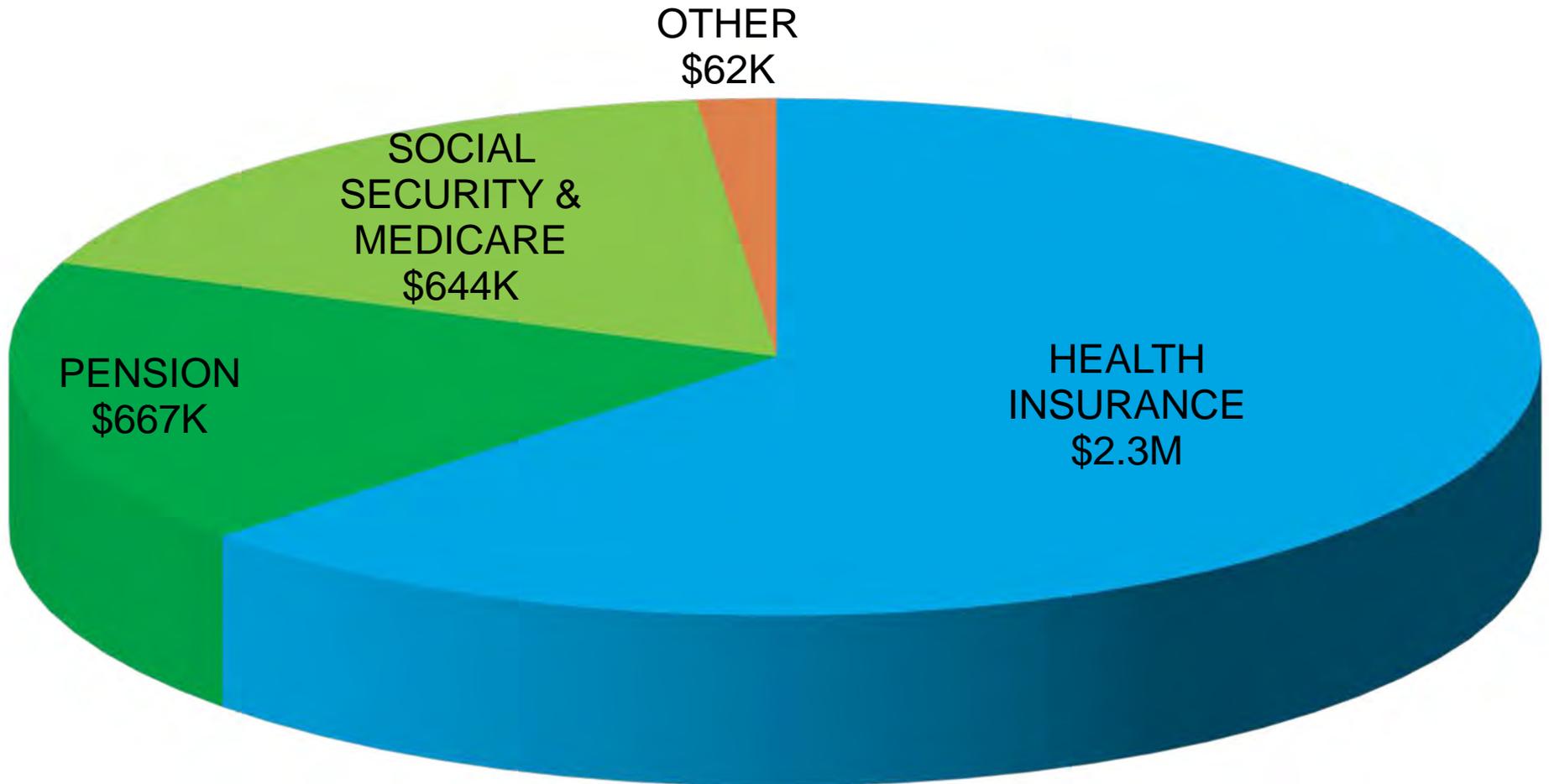
- General Fund
 - Engineering Department
 - Engineering Technician
 - Police Department
 - 2 Police Officers (Patrol)
 - COPS Hiring Program Grant

Employees

New Employees (part time)

- General Fund
 - Street Department
 - Building and Grounds Worker
- Water and Sewer Utility Fund
 - Utility Maintenance Department
 - Waterline Maintenance Laborer

Benefits = \$3.7M



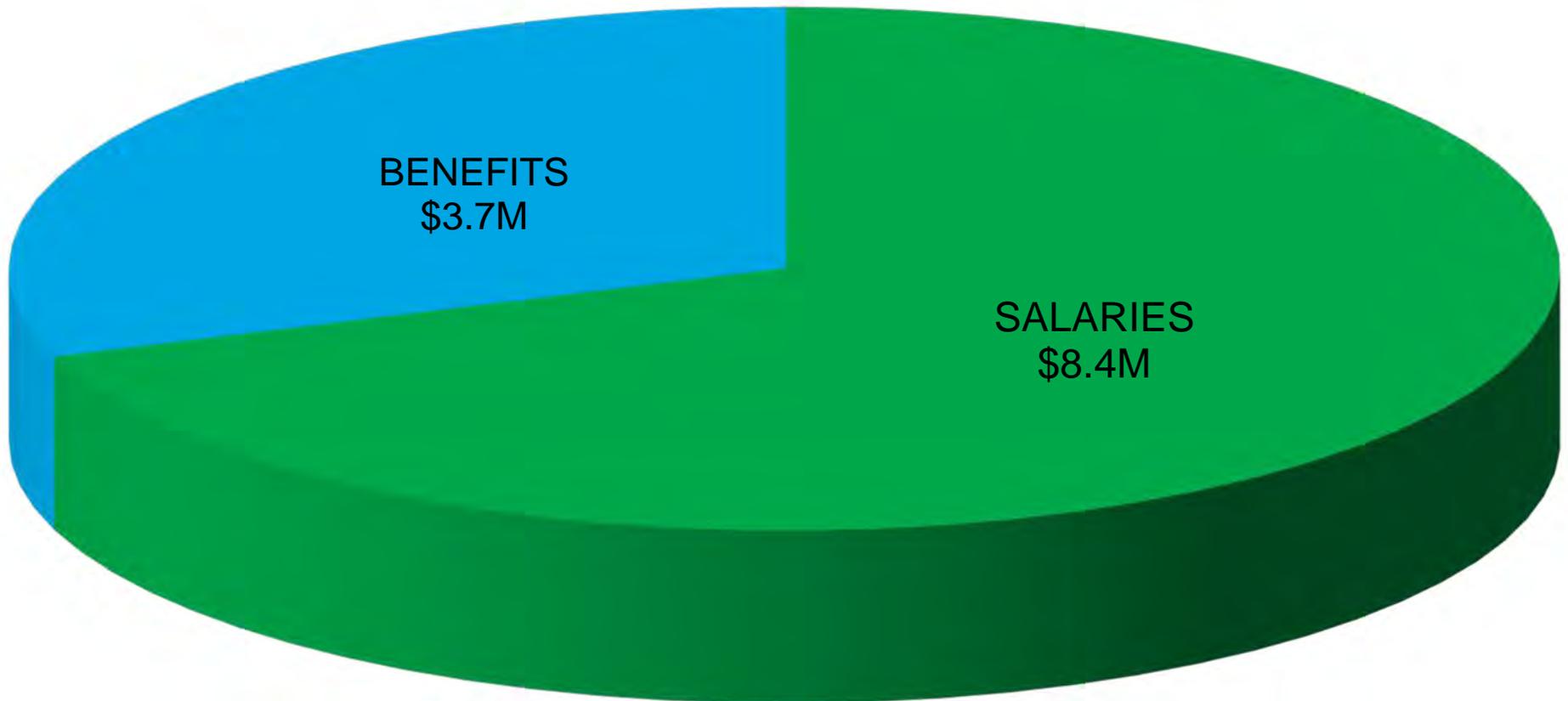
Health Insurance

Projected 15.55% increase in health insurance (NDPERS) monthly premiums, effective July 2021 for the period July 1, 2021 – June 30, 2023.

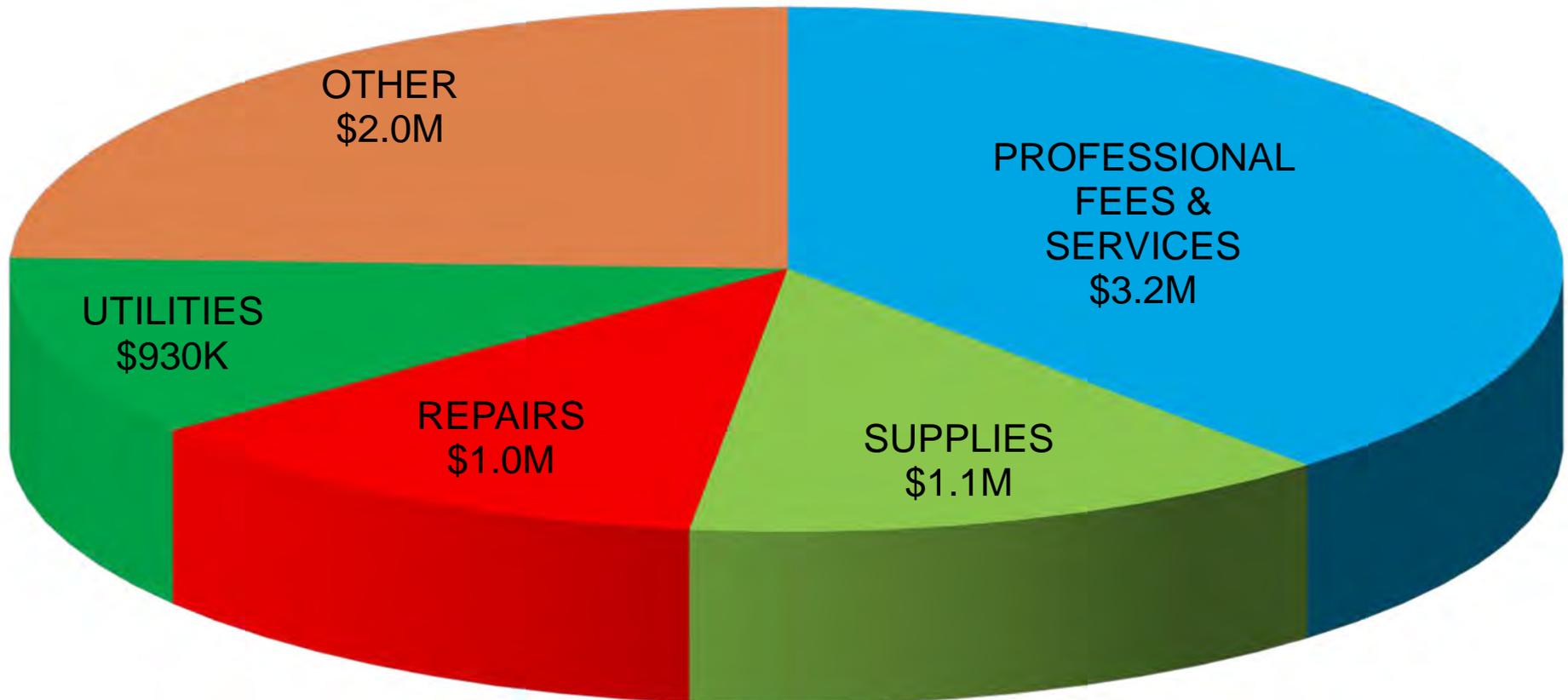
- Source: North Dakota League of Cities

Continue to evaluate and review City's group health insurance premium cost % and vesting schedule.

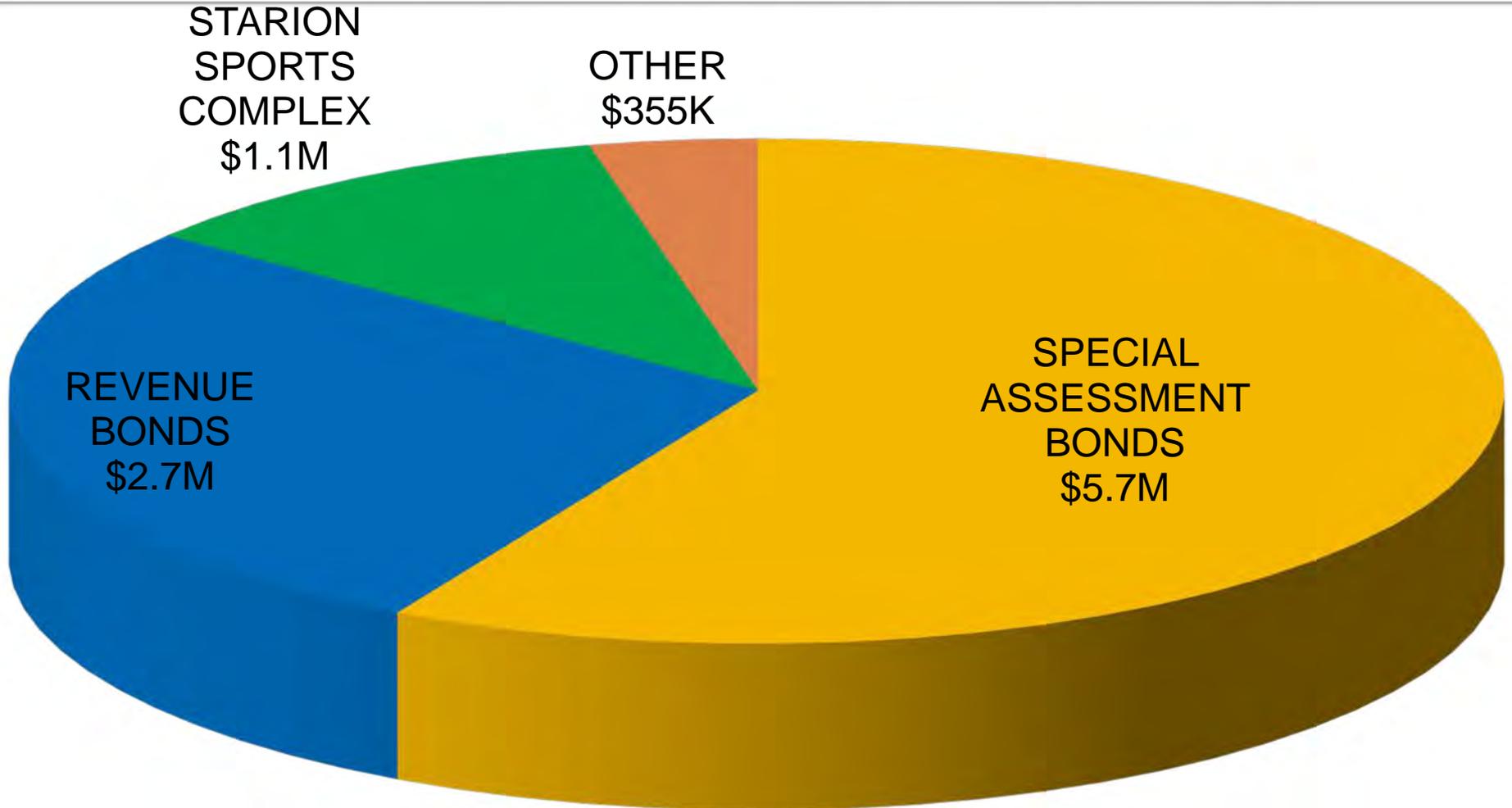
Salaries & Benefits = \$12.1M



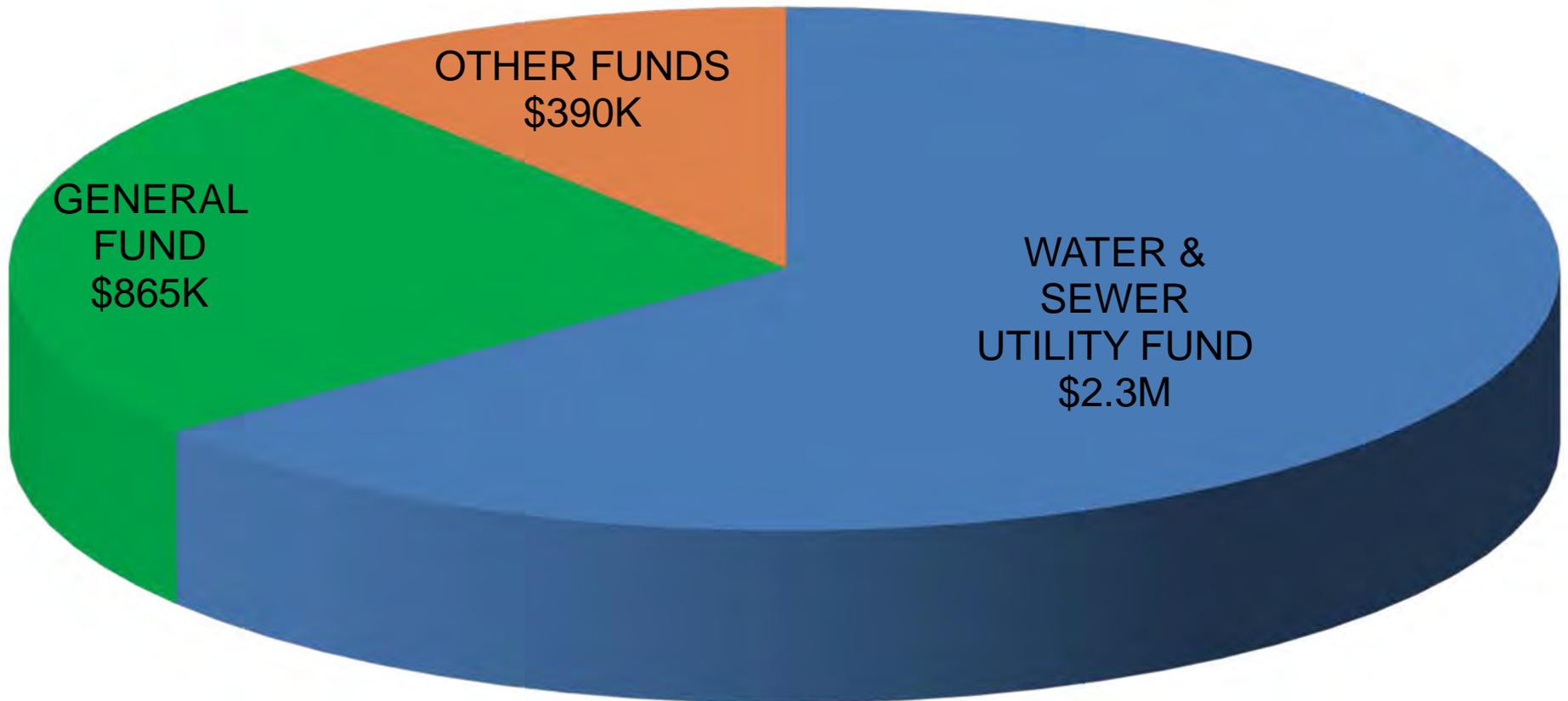
Operations & Maintenance = \$8.3M



Debt Service = \$9.8M



Capital Outlay = \$3.5M



Capital Outlay (Long-term Planning)

City departments are continuing to develop a long-term equipment replacement plan in order to properly address the City's future capital outlay needs and to establish an Equipment Replacement Fund to budget the expenditures for various departments with anticipated or projected funding sources.

2021 Infrastructure Projects

(included in Capital Outlay)

- 3rd Street Scrub Seal Application -
(10th Avenue SW east to Memorial Highway SE)
- Sanitary Sewer Trunk System -
(Old Red Trail)
- I-94 Sanitary Sewer Trunk Extension -
(Collins Avenue to Sunset Boulevard)

2021 Infrastructure Projects

(included in CIP)

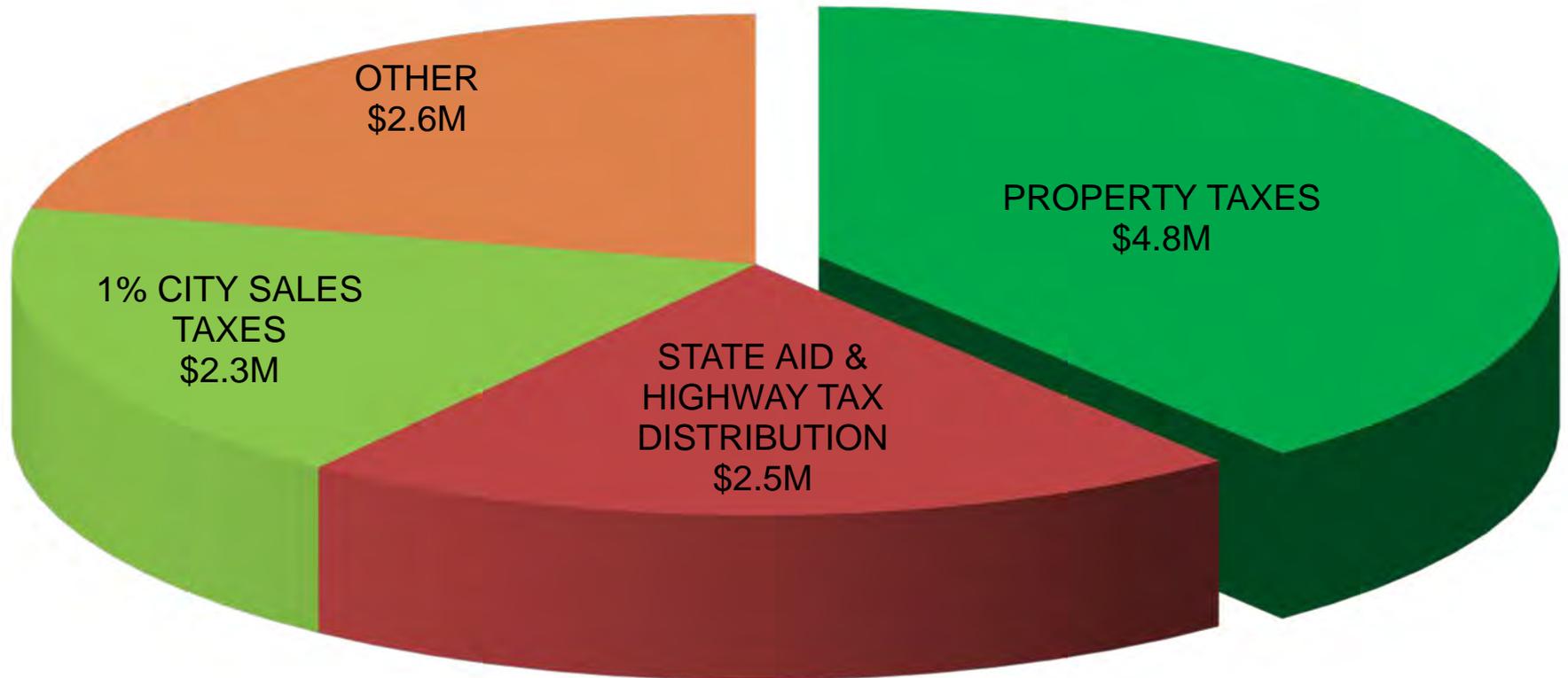
- ND 1806 Improvements -
(Main Street - Heart River Bridge)
- ND 1806 Reconstruction -
(I-94 - 27th Street NW)
- 19th Street Trail - Phase II
- ND 810 Concrete Median Barrier -
(Memorial Highway - McKenzie Drive)

Infrastructure Projects (Long-term Planning)

City departments are continuing to update the long-term Capital Improvement Plan in order to properly address the City's future infrastructure projects and to match those projects with anticipated or projected funding sources.

General Fund

Revenues = \$12.2M



General Fund

Property Taxes = \$4.8M

City property taxes do not pay for 100% of the cost for public services such as police/fire protection and public works since other revenues contribute to the funding for providing these services.

Property tax increase = \$211K

- Pays for the following operating expenditures:
 - 2 Police Officers (Patrol)
 - COPS Hiring Program Grant
 - City's 25% cost share
 - General Fund health insurance cost increase.

General Fund State Revenue Collections

North Dakota League of Cities (projections as of mid-June 2020)

State Aid Distribution

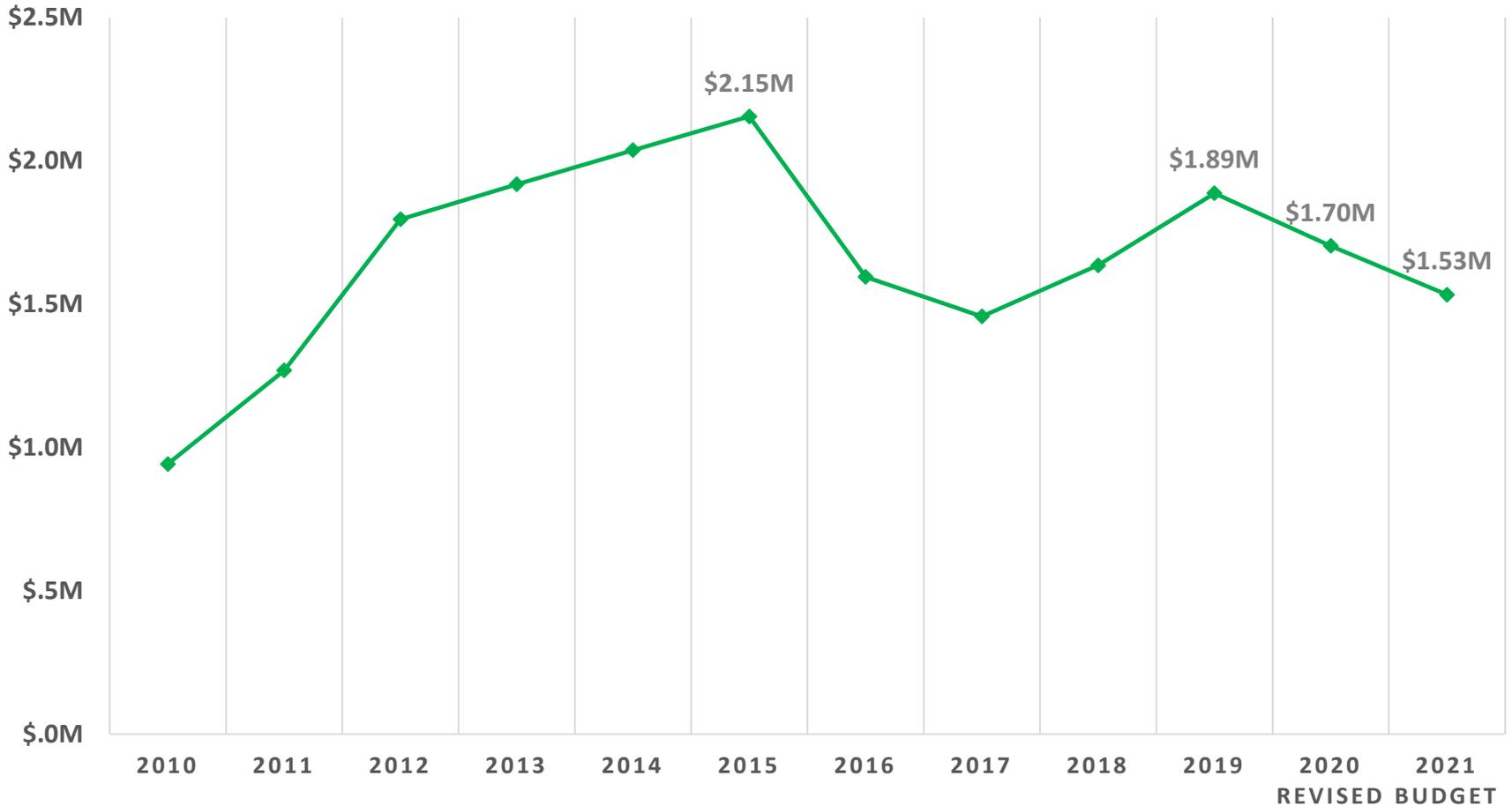
- 2020 = 20% decrease (June – December)
- 2021 = 10% decrease

Highway Tax Distribution

- 2020 = 20% decrease (June – December)
- 2021 = 5% decrease

State Aid Distribution

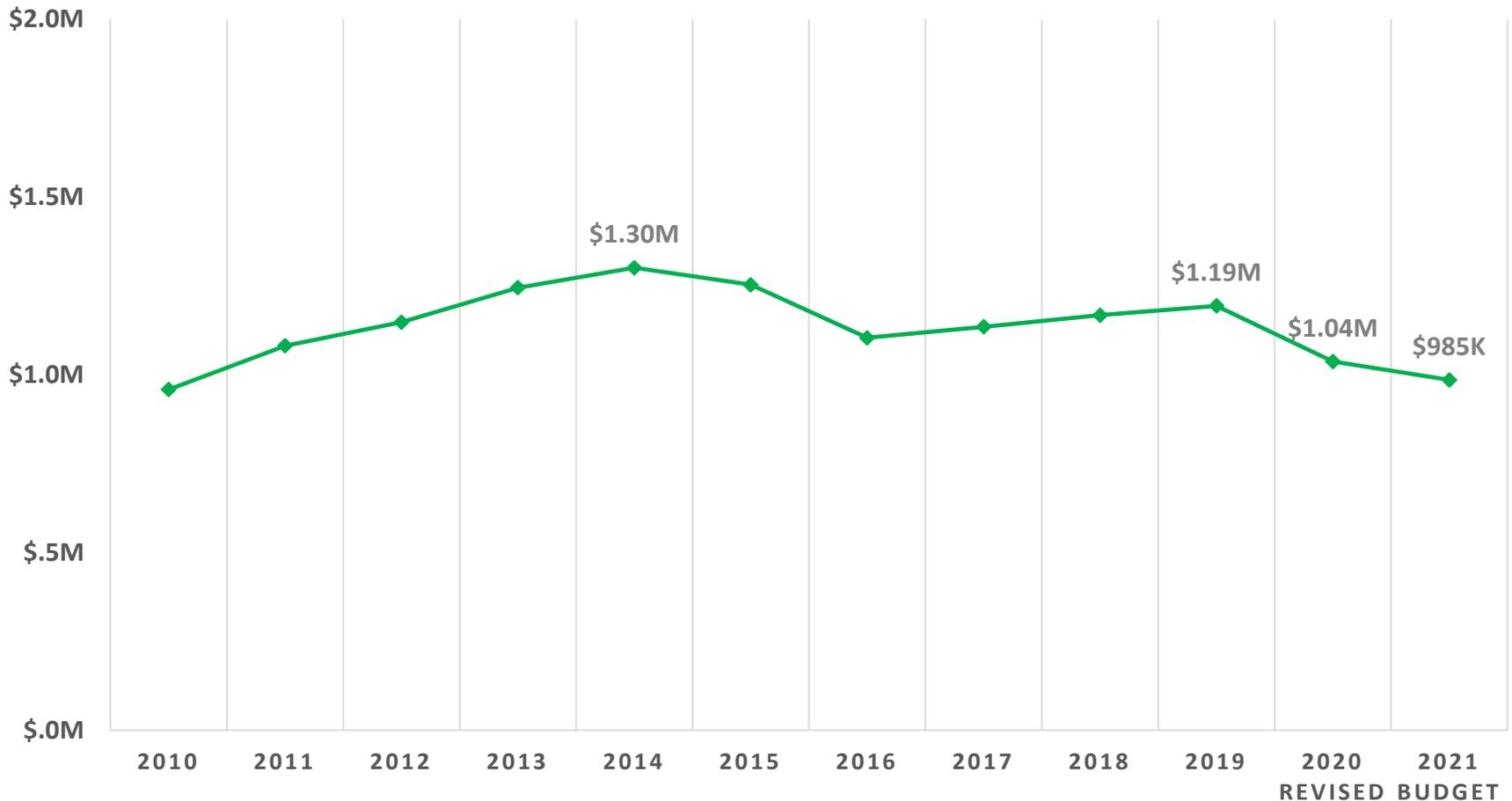
(State tax collections distributed based on population)



2019 Actual to 2021 Budget = \$353K decrease

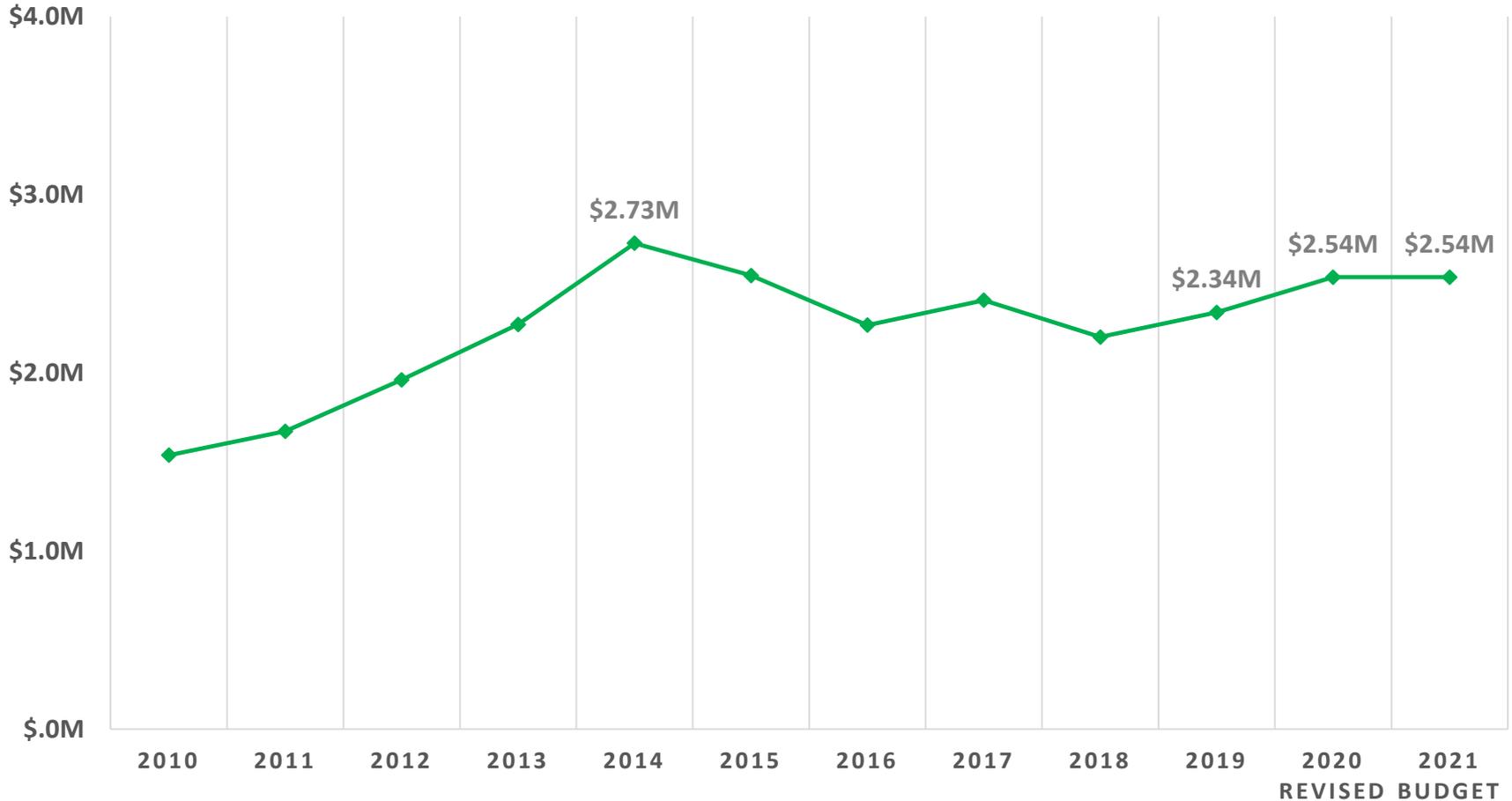
Highway Tax Distribution

(State tax collections distributed to counties and cities)



2019 Actual to 2021 Budget = \$208K decrease

1% City Sales Taxes



2019 Actual to 2021 Budget = \$197K increase

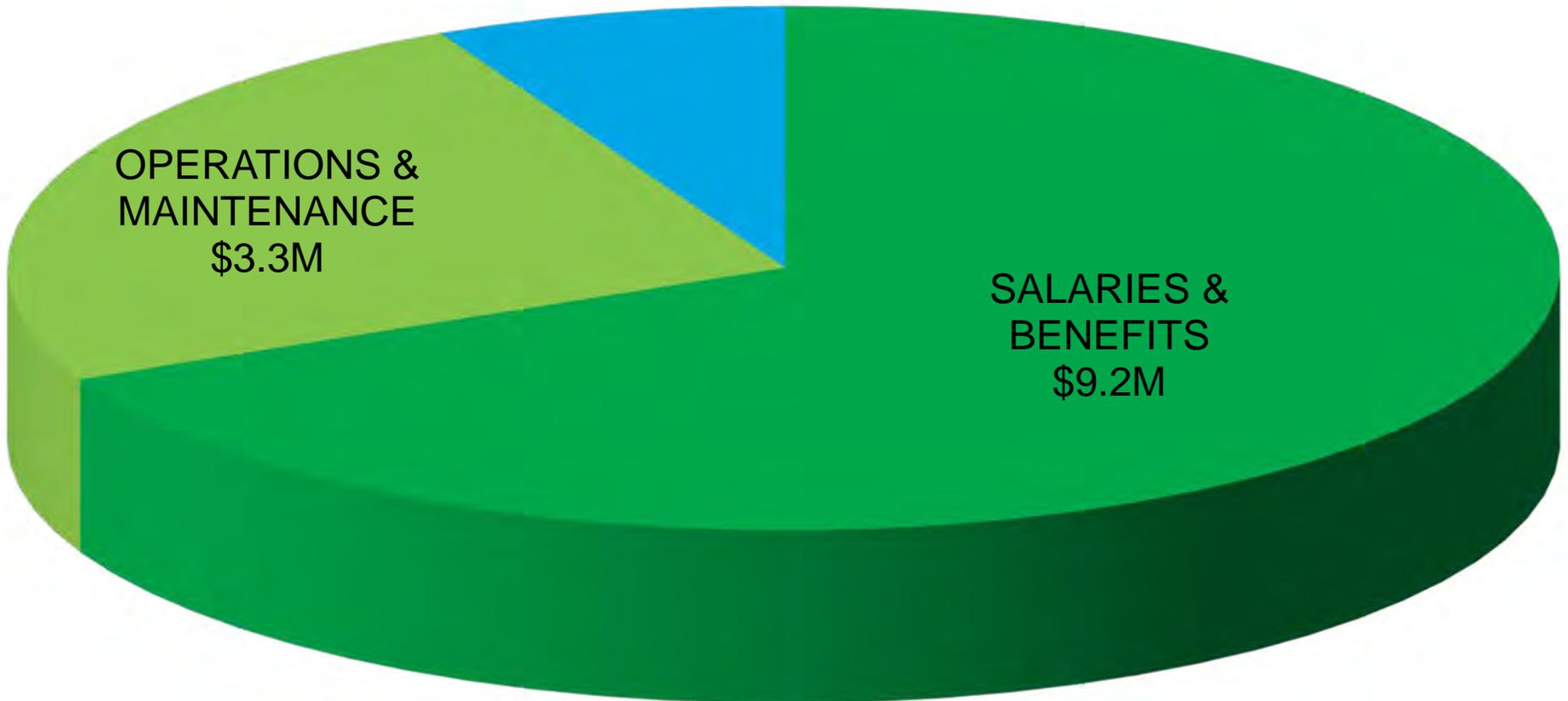
General Fund

Expenditures = \$13.5M

CAPITAL OUTLAY
& DEBT SERVICE
\$990K

OPERATIONS &
MAINTENANCE
\$3.3M

SALARIES &
BENEFITS
\$9.2M



General Fund

Expenditure Increase = \$700K

Salaries & Benefits = \$639K

Operations & Maintenance = (\$152K)

Capital Lease Payments = \$110K

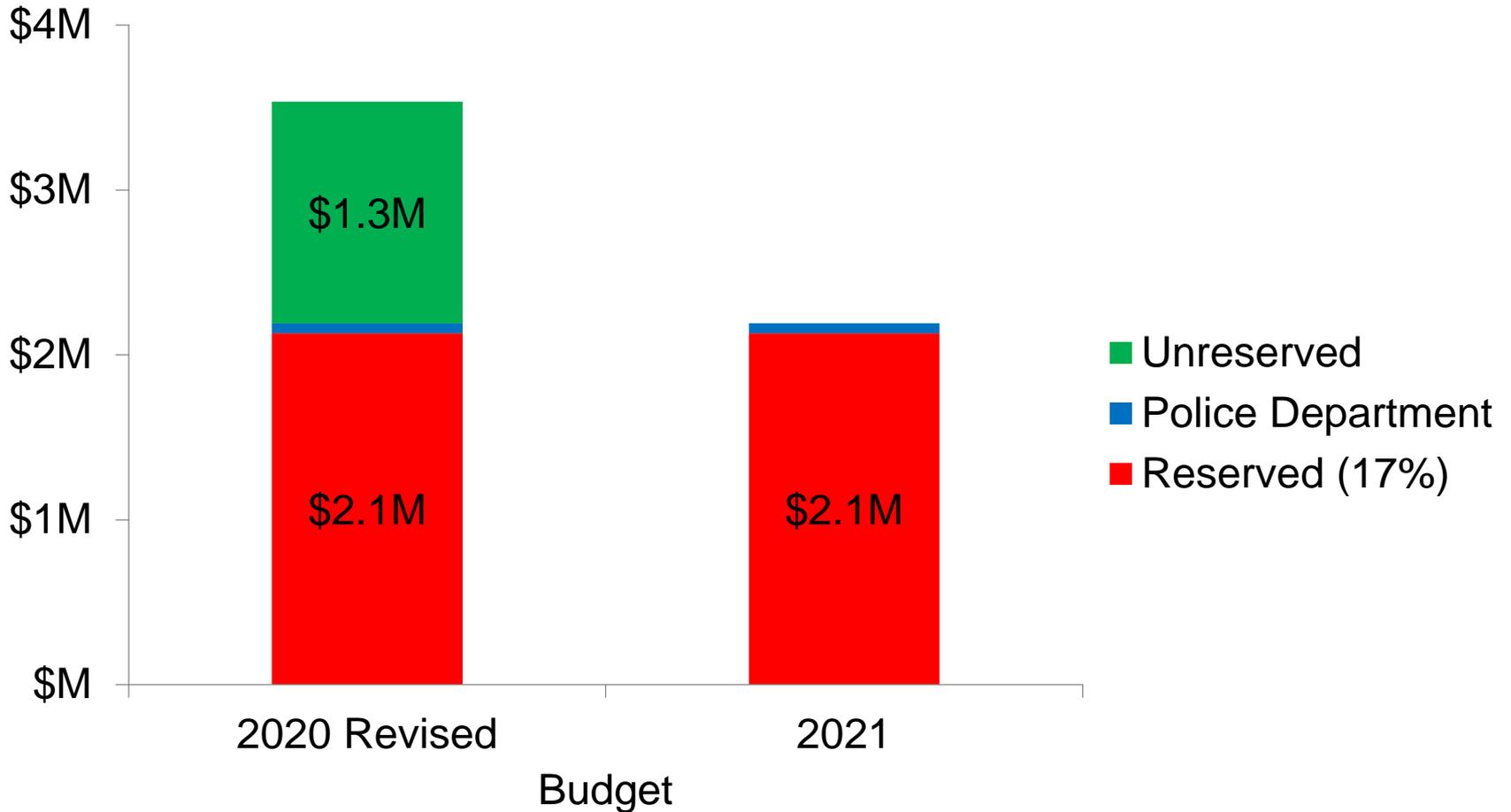
Capital Outlay = \$103K

General Fund Balance

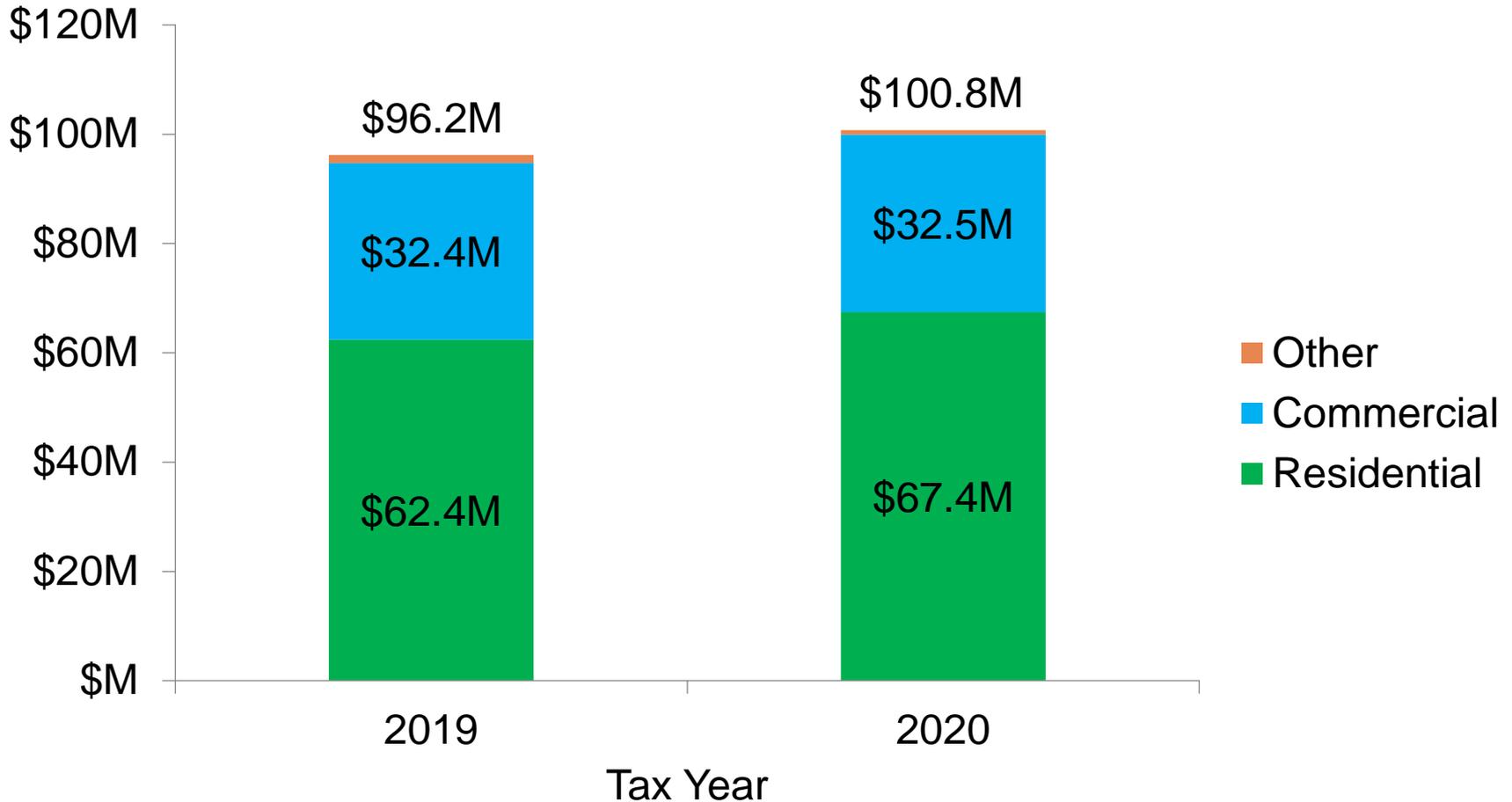
\$1.3M is projected to be available from the revised 2020 unreserved General Fund balance to offset the following costs for the 2021 Budget:

- Operating Deficit = \$353K (after \$211K property tax increase).
- Capital Lease Payments = \$125K
- Capital Outlay = \$865K

General Fund Balance

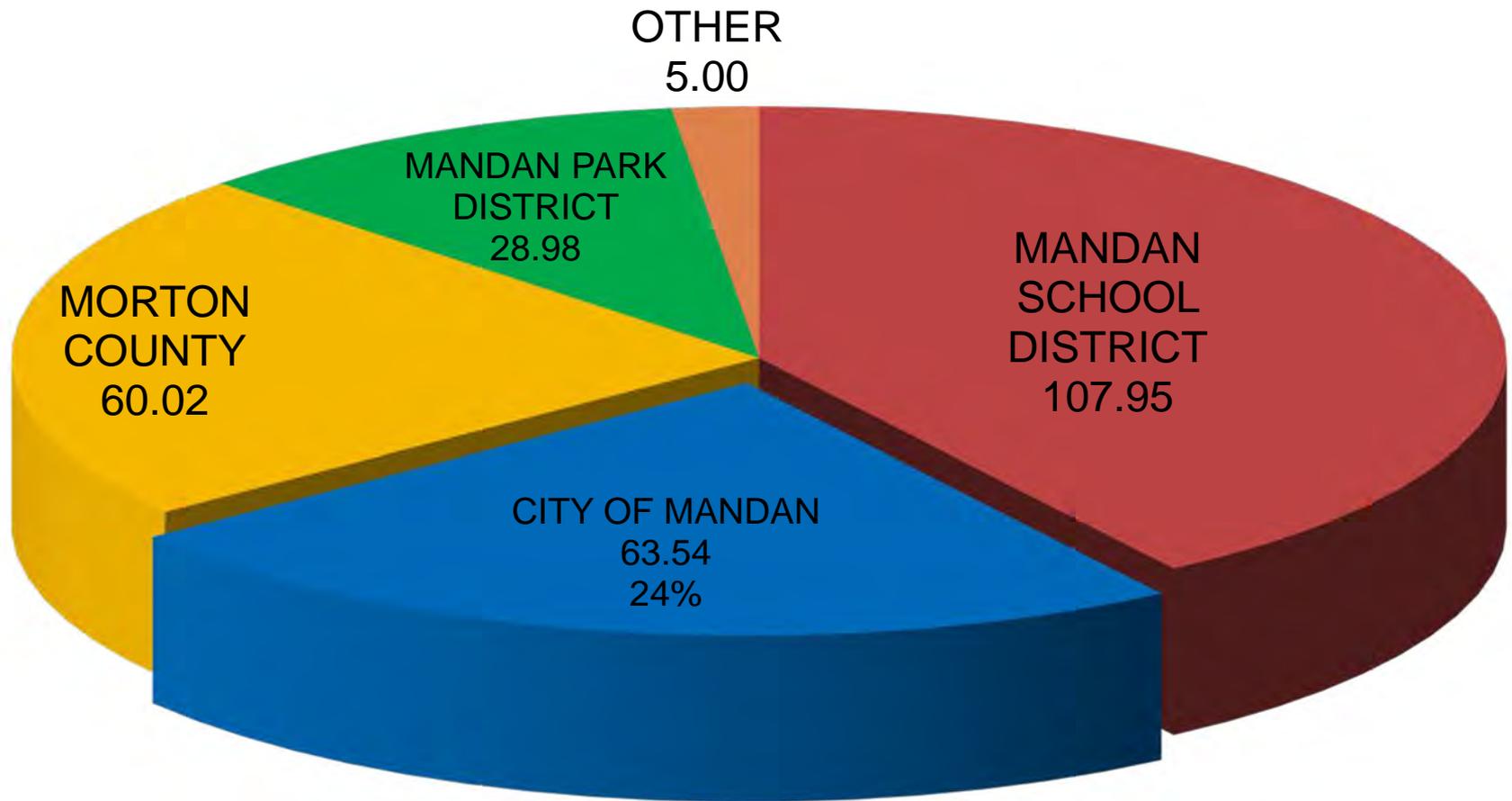


Taxable Valuation



Property Tax Rates in Mills

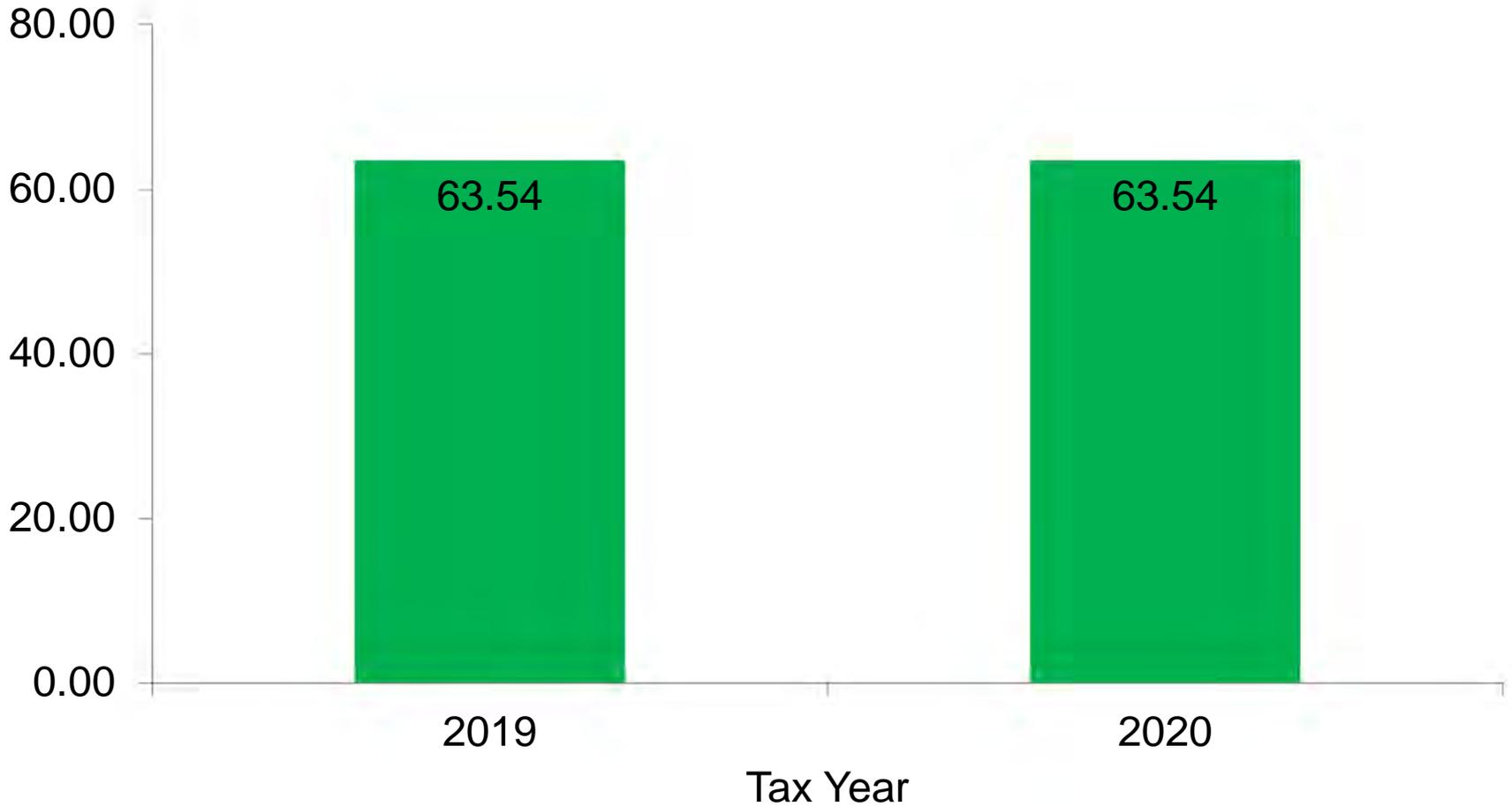
Tax Year 2019 (2020 Budget)



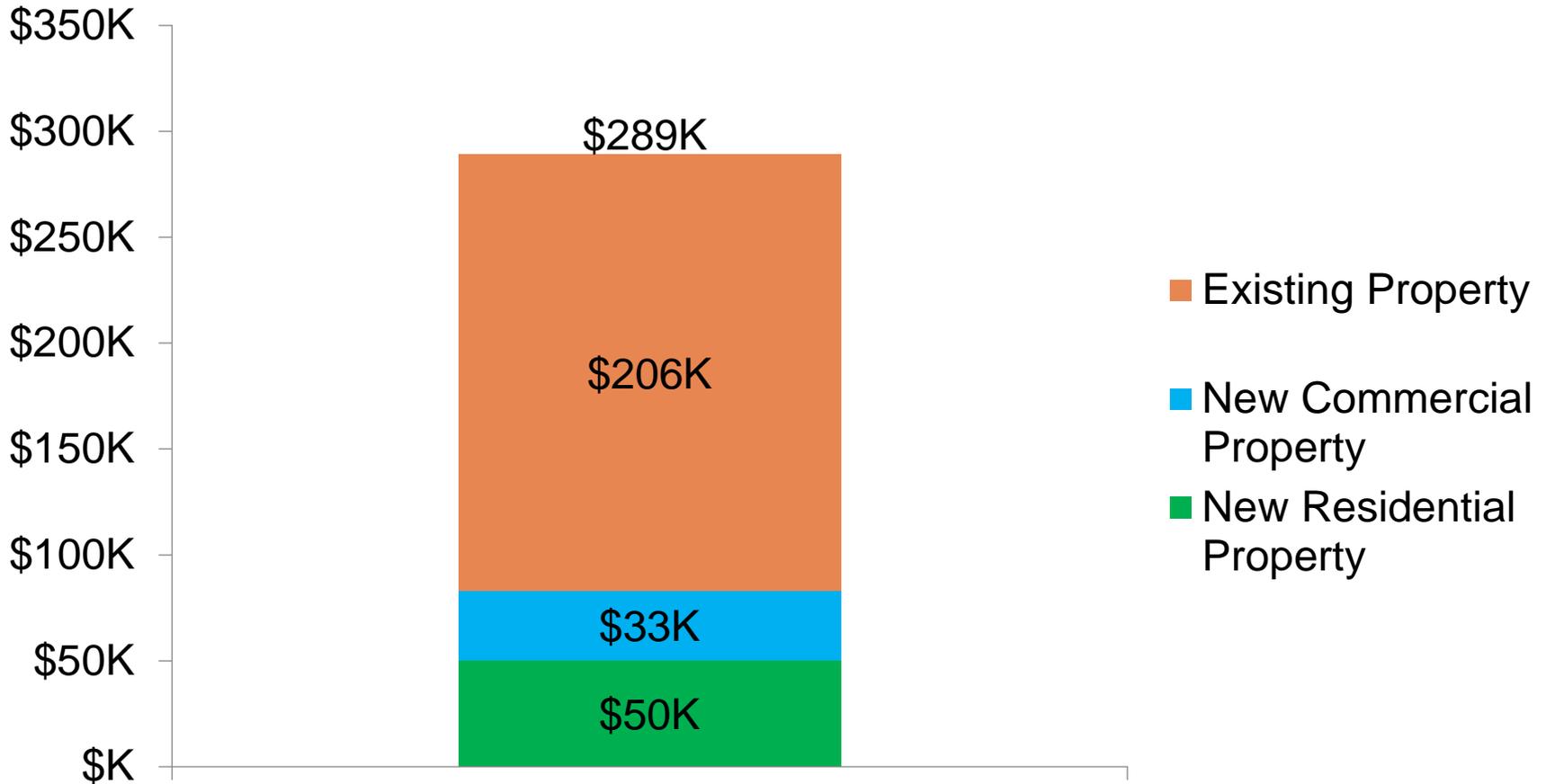
Mill Levy & Property Taxes

	<u>MILL LEVY</u>	<u>PROPERTY TAXES</u>
GENERAL FUND	50.04	\$5,042,786
CITY'S SHARE OF SPECIAL ASSESSMENTS FUND	0.05	\$ 5,039
CEMETERY FUND	0.76	\$ 77,056
PUBLIC TRANSPORTATION SYSTEM FUND	2.00	\$ 201,542
GENERAL OBLIGATION BONDS FUND	0.76	\$ 76,406
REFUNDING IMPROVEMENT BONDS FUND	0.43	\$ 42,879
MANDAN AIRPORT AUTHORITY	4.00	\$ 403,084
MORTON MANDAN PUBLIC LIBRARY	<u>5.50</u>	<u>\$ 554,241</u>
TOTAL	<u><u>63.54</u></u>	<u><u>\$6,403,032</u></u>

Property Tax Rate in Mills



Property Tax Increase



Property Tax Increase

General Fund = \$222K

- Pays for the following operating expenditures:
 - 2 Police Officers (Patrol)
 - COPS Hiring Program Grant
 - City's 25% cost share
 - General Fund health insurance cost increase.

Other Funds = \$67K

Property Tax Increase

RESIDENTIAL PROPERTY VALUED AT \$275,000 WITH NO VALUATION INCREASE

	<u>2020</u>	<u>2021</u>	<u>INCREASE</u>
	<u>BUDGET</u>	<u>BUDGET</u>	
TRUE AND FULL VALUE	\$ 275,000	\$ 275,000	
ASSESSED VALUATION	\$ 137,500	\$ 137,500	
TAXABLE VALUATION	\$ 12,375	\$ 12,375	
X MILL LEVY	63.54	63.54	
TOTAL CITY PROPERTY TAXES	<u>\$ 786</u>	<u>\$ 786</u>	<u>\$ 0</u>

RESIDENTIAL PROPERTY VALUED AT \$275,000 WITH A 3.4% VALUATION INCREASE

	<u>2020</u>	<u>2021</u>	<u>INCREASE</u>
	<u>BUDGET</u>	<u>BUDGET</u>	
TRUE AND FULL VALUE	\$ 275,000	\$ 284,350	
ASSESSED VALUATION	\$ 137,500	\$ 142,175	
TAXABLE VALUATION	\$ 12,375	\$ 12,796	
X MILL LEVY	63.54	63.54	
TOTAL CITY PROPERTY TAXES	<u>\$ 786</u>	<u>\$ 813</u>	<u>\$ 27</u>

Property Tax Increase

NO VALUATION
INCREASE



3.4% VALUATION
INCREASE



ANNUAL INCREASE FOR AN EXISTING RESIDENTIAL PROPERTY VALUED AT
\$275,000, EXCLUDING SPECIAL ASSESSMENTS

Utility Bill

RESIDENTIAL PROPERTY USING 800 CUBIC FEET OR 8 UNITS OF WATER

	PER MONTH		
	2020 BUDGET	INCREASE	2021 BUDGET
WATER AND WASTEWATER BASE CHARGE	\$ 28.85	\$ 1.95	\$ 30.80
WATER USAGE CHARGE	\$ 23.20	\$ -	\$ 23.20
WASTEWATER USAGE CHARGE	\$ 13.20	\$ -	\$ 13.20
STORMWATER BASE CHARGE	\$ 2.00	\$ -	\$ 2.00
SOLID WASTE COLLECTION AND HAULING BASE CHARGE	\$ 11.60	\$ 0.05	\$ 11.65
SOLID WASTE RECYCLING BASE CHARGE	\$ 6.15	\$ 1.00	\$ 7.15
STREET LIGHTS BASE CHARGE	\$ 4.40	\$ -	\$ 4.40
TOTAL	<u>\$ 89.40</u>	<u>\$ 3.00</u>	<u>\$ 92.40</u>

Utility Bill

Water and Wastewater Base Charge

- Raw Water Intake Project = \$36.6M
 - Cost share funding with ND State Water Commission = \$22.1M?
 - Local cost share = \$14.5M?
 - Marathon Petroleum = \$7.25M
 - City of Mandan = \$7.25M
 - \$4.40/month/residential account
 - ✓ 2020 Budget = \$1.55
 - ✓ 2021 Budget = \$2.15 - \$0.20 = \$1.95
 - ✓ 2022 Budget = \$0.70

Utility Bill

Solid Waste Collection and Hauling Base Charge

- Solid Waste Collection and Hauling Services Agreement with Armstrong Sanitation & Roll-Off expires on October 31, 2027.
 - \$0.05/month/residential account

Utility Bill

Solid Waste Recycling Base Charge

- Recycling Collection, Transportation and Processing Services Agreement with Waste Management expires on December 31, 2020.
- Waste Management proposed a new 5 year Contract.
 - City Commission tabled action on July 7, 2020.
 - 2021 Budget = \$1.00/month/residential account
 - If Contract is not approved, the City's Solid Waste Collection and Hauling Base Charge will need to increase due to the additional tons hauled and disposed at the City of Bismarck Landfill.

Utility Bill

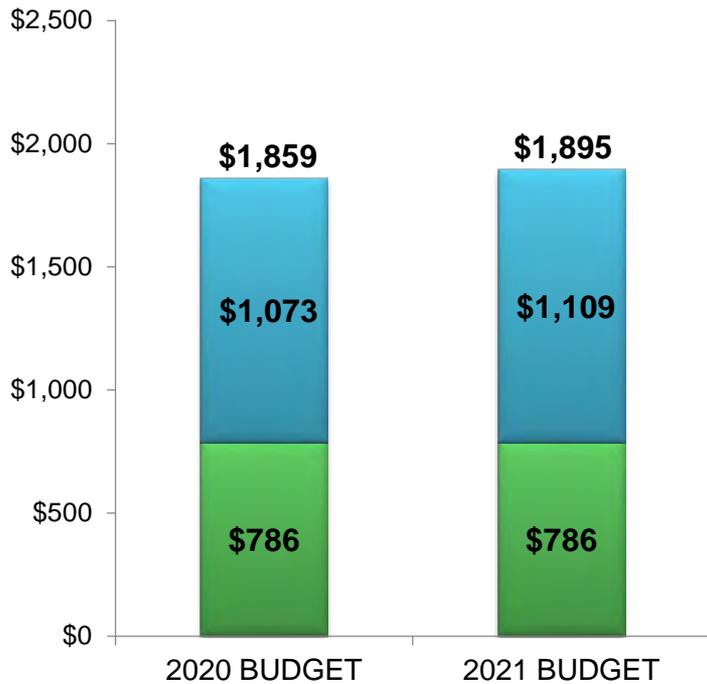


ANNUAL INCREASE FOR AN EXISTING RESIDENTIAL PROPERTY USING
800 CUBIC FEET OR 8 UNITS OF WATER PER MONTH

Annual Cost for City Services

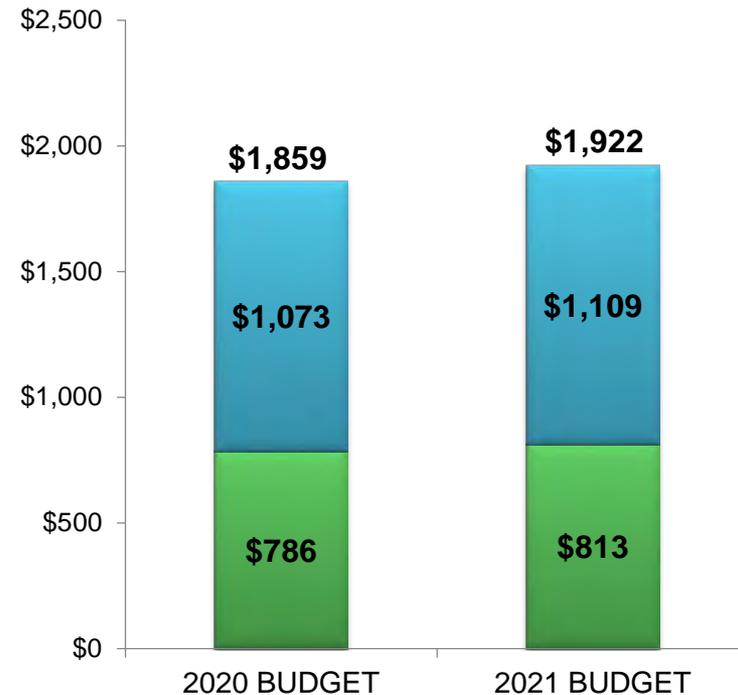
Existing \$275,000 Residential Property
 (Using 8 units of water per month, excluding special assessments)

NO VALUATION INCREASE



\$36 or 1.9% INCREASE

3.4% VALUATION INCREASE



\$63 or 3.4% INCREASE

What's Next

August 5

2020

The City will provide a copy of the preliminary 2021 budget statement and notice of the public budget hearing date to the Morton County Auditor.

By August 31

2020

The Morton County Treasurer will provide a written notice to the owner of each parcel of taxable property with the total estimated property tax, based on the preliminary 2021 budget statement, and the date, time and location of the public budget hearing .

September 15

2020

The City will conduct a public budget hearing at 6:00 p.m. and pass the second and final consideration of Ordinance No. 1346 adopting the 2021 Budget and approve the Resolutions establishing the rates and charges for services.

September 16

2020

The City will submit a certified copy of the levy as adopted and a certified copy of the final 2021 Budget to the Morton County Auditor.

The preliminary 2021 Budget will be posted on the City's website at cityofmandan.com

Questions?

Comments?