



AGENDA
MANDAN CITY COMMISSION
OCTOBER 1, 2019
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

-
- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the minutes from the September 17, 2019 Board of City Commission regular meeting.
- D. PUBLIC HEARING:
1. Consider approval of the first consideration of Ordinance 1327 related to the annexation of Lot 2, Block 2, Bahm's 1st Addition.
 2. Consider approval of the first consideration of Ordinance 1328 related to a zoning district amendment from R7 Residential to MB Industrial for a portion of property in the SW ¼ of Section 29, Township 139N, Range 81W.
 3. Conduct a public hearing and consider approval of the proposed issuance by the Colorado Health Facilities Authority (the "Authority") of its revenue bonds in one or more series in an aggregate principal amount not to exceed \$480,000,000 (the "Series 2019 Bonds"). (Sanford)
- E. BIDS:
- F. CONSENT AGENDA:
1. Consider approval of Site Authorization for Bismarck Cancer Center Foundation at Midway Lanes on November 30, 2019.
 2. Consider approval of a minor plat of Lot 2, Block 2, Bahm's 1st Addition.
 3. Consider approval of the Traffic Safety Contract between the City of Mandan and the North Dakota Department of Transportation concerning the state's Annual Highway Safety Plan.
 4. Consider approval of a raffle permit for the Bismarck Mandan Youth Bowling Boosters, Inc.
 5. Consider allowing Missouri West Water System to serve a property within the city's extraterritorial zone.
 6. Consider proclaiming October, 2019 as Careers in Construction Month in the City of Mandan.
 7. For information, Change Order #9 to the Southside Reconstruction project.

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8. Consider approving the purchase of a Global M3 Mechanical Street Sweeper as allowed in the 2020 budget.
- G. OLD BUSINESS:
1. Update to Commission on property at 210 5th St NW.
- H. NEW BUSINESS:
1. Consider acceptance of purchase agreement for Lot 5A, Block 1, Roughrider Estates Pioneer Replat.
 2. Consider acceptance of purchase agreement for Lot 1A, Block 1, Roughrider Estates Pioneer Replat.
 3. Consider acceptance of purchase agreement for Lot 24, Block 2, Crown Point Subdivision.
 4. Consider transfer of Class A and Class E liquor license from Captain Freddy's to Rivers Partners, Inc. at 2500 Pirates Loop SE.
- I. RESOLUTIONS AND ORDINANCES:
1. Consider Resolution approving Airport Authority Bonds and Pledging Deficiency Tax Levy.
- J. OTHER BUSINESS:
1. Consider moving into executive session pursuant to North Dakota Century Code § 44-04-19.1(9) and 44-04-19.2(2) to discuss negotiation strategy related to litigation August Kersten, Brian Berube and Lonesome Dove, Inc. vs. City of Mandan.
- K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. October 15, 2019
 2. November 5, 2019 (4 p.m. start time)
 3. November 19, 2019
- L. ADJOURN

The Mandan City Commission met in regular session at 5:30 p.m. on September 17, 2019 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

1. *Roll Call of All City Commissioners.* Present were Mayor Helbling, Commissioners Braun and Rohr. Department Heads present were, Finance Director Welch, Fire Chief Nardello, Planning & Engineering Director Froeth, Principal Planner Van Dyke, Business Development and Communications Director Huber, Police Chief Ziegler, City Administrator Neubauer, Director of Public Works Bitz, Assessor Markley, Building Official Ouradnik and Attorney Brown. Absent: Commissioners Davis and Larson and Human Resource Director Cullen.

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the September 3, 2019 Board of City Commission regular meeting.* Commissioner Rohr moved to approve the minutes as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

1. *Public budget hearing scheduled at 6:00 p.m. to review and discuss the final 2020 Budget* At 6:01 p.m. Mayor Helbling announced that this is the time and place set for the public hearing to discuss the final 2020 City of Mandan Budget. He invited anyone to come forward to speak for or against the 2020 Budget. A second announcement was made inviting anyone to come forward to speak for or against the 2020 Budget. A third and final announcement was made inviting anyone to come forward to speak for or against the 2020 Budget. Hearing none and noting that no one came forward, this portion of the Public Hearing was closed.

Finance Director Welch indicated that on September 9, 2019, the Budget and Finance Committee made the following changes to the preliminary 2020 Budget:

- General Fund
 - Police Department
 - Central Dakota Communications Center = \$49,000 decrease
 - Per CenCom Communications Director on July 31, 2019
 - Attorney Department
 - Prosecutor Fees = \$18,000 increase
 - Per Kelsch Kelsch Ruff & Kranda on August 2, 2019
 - Auditor Department
 - Contingencies = \$31,000 increase
 - To be used for potential cost increase (amount to be determined) in operations at the Morton County Law Enforcement Center.
 - Total General Fund impact resulting from the budget changes above = \$0

It was recommended to approve the second and final consideration of Ordinance No. 1316 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2020, and ending December 31, 2020, and making the annual tax levy for the year 2019.

2. *First consideration of Ordinance 1326 related to murals.*

City Planner Van Dyke presented a request for the approval of the first consideration of Ordinance 1326 related to murals. He explained the draft mural ordinance presented in Exhibit 1 is an agreement by City Commission and legal counsel that fulfills the interest of the City in preserving public safety, traffic and pedestrian safety, property values. The mural ordinance doesn't regulate in residential districts, rather leaving neighborhood homeowner associations to address this issue internally. He explained the permitting process required to ensure that a mural not painted directly onto a building is affixed safely and meets building codes. Murals painted directly onto buildings require a permit to ensure that the materials used to paint onto the structure are adequate to withstand North Dakota weather and to document the original condition of the mural. If a mural painted directly to a building fades, chips, or peels, and adequate upkeep is not conducted, the aesthetics of the building degrade and the building risks becoming an eyesore. A lack of maintenance blights an area and negatively affects property values.

Summary of Standards

The standards for murals ensure that they are not applied directly to significant architectural elements. Murals are limited to two per structure, as non-residential districts are afforded additional means to convey messages through the sign ordinance. This standard addresses concerns with traffic safety and is added to ensure that messaging is not a distraction to passing motorists. This is the reasoning behind the 25% limitation on murals applied to the front of buildings.

Existing Murals

Existing murals, including Lonesome Dove's painted sign, will be grandfathered in if this ordinance is adopted by City Commission. This ordinance will only apply to new murals following its adoption and release of the temporary restraining order that is currently in-place.

The Planning and Zoning Commission recommended approval of this Ordinance, with 7 in favor and 1 in opposition at their meeting held on August 26, 2019. A minor change to the allowable materials for murals was part of the motion and is incorporated into (the correction version) Exhibit 1. This has been reviewed and approved by legal counsel. Engineering and Planning recommend approval of the mural ordinance as presented.

City Planner Van Dyke recommended approval of the mural ordinance as presented in the corrected version of Exhibit 1 that includes clarifying language.

Mayor Helbling announced this is a public hearing and invited anyone to come forward to speak for or against the First consideration of Ordinance 1326 related to murals. Second and third announcements were made to come forward to speak for or against the First consideration of Ordinance 1326 related to murals. Hearing none, this portion of the public hearing was closed.

Commissioner Braun moved to approve the First consideration of Ordinance 1326 related to murals as presented in Exhibit 1. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

3. *Consider approval of an amendment to the Mandan Land Use and Transportation Plan.* City Planner Van Dyke presented a request for approval of an amendment to the Mandan Land Use and Transportation Plan. He reviewed an application submitted by Jon McCreary for an amendment to the comprehensive plan for approximately 1,000 acres west of Boundary Road Northwest. City staff from multiple departments met with the applicant or the applicant's representative Scott Harmstead on a number of occasions to address concerns or issues that needed to be addressed in order to provide a recommendation of approval to the City Commission. The current land use designations for this area call for low density residential throughout the majority of the land south of I-94. An open space buffer separates a mix of medium and high-density residential and commercial from the Interstate. The proposed plan adjusts the location of roads, provides a mix of industrial, neighborhood commercial and commercial closer to the interstate and delineates open space on those areas of steep terrain and which provide natural conveyance of water. If approved, this amendment to the comprehensive plan would replace the future land uses and preliminary road layout presently planned for the area.

The Planning and Zoning Commission reviewed this in June and July and in August they voted unanimously to approve the amendment at the August 26, 2019 meeting. The Engineering and Planning Department recommend approval of amendment to the Mandan Land Use and Transportation Plan as presented. This has been reviewed by legal counsel.

Mayor Helbling announced this is a public hearing for the approval of an amendment to the Mandan Land Use and Transportation Plan and invited anyone to come forward to speak for or against the matter. Second and third announcements were made to come forward to speak for or against the approval of an amendment to the Mandan Land Use and Transportation Plan. Hearing none, this portion of the public hearing was closed.

Commissioner Rohr moved to approve the amendment to the Mandan Land Use and Transportation Plan as presented in Exhibit 1. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

E. BIDS:

F. CONSENT AGENDA

1. *Consider approval of monthly bills.*
2. *Consider approval of Public Works request to amend 2019 Public Works – utility budget.*
3. *Consider approval of Minor Plat for Replat of Lots 23 & 24, Block 3, and Developers West Acres.*
4. *Consider proclaiming October, 2019 as National Disability Employment Awareness Month in the City of Mandan.*

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5. *Consider approval of Site Authorization for Mule Deer Foundation at Prairie Patriot Firearms & Training on October 10, 2019.*
 6. *Consider providing a Flex PACE letter of support by Shawn's Repair, LLC.*
 7. *Special Event Permit for MPO Oktoberfest beer garden on 9-28-19.*

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

G. OLD BUSINESS:

H. NEW BUSINESS

1. *Consider entering into contract with Stantec surrounding procurement and implementation of Brownfield grants.* City Planner Van Dyke presented a request to approve the selection of Stantec for assistance of procurement and implementation of Brownfields grants. He said that the City recently selected Stantec to assist with procurement and implementation of Brownfield grants. Exhibit 1 summarizes an Environmental Protection Agency assessment grant that will be sought through this process. This grant will provide up to \$300,000 in grant monies toward creating an inventory of properties, planning, environmental assessment and funds for community outreach. He explained the purpose of the grant is to assist communities with redevelopment of sites that may have additional hurdles related to previous uses conducted on the land. Common higher-risk land uses include gas stations, laundromats and landfills. Stantec is willing to work on the grant application at no cost to the City. The grant application will be submitted yet in 2019. Applicants will be notified in the spring 2020, if selected. Funding would be awarded in fall 2020.

The Engineering and Planning Department recommended approval to enter into a contract with Stantec to assist with the procurement and implementation of Brownfield grants as presented. This has been reviewed and approved by the City Attorney.

Commissioner Rohr moved to approve entering into a contract with Stantec to assist with the procurement and implementation of Brownfield grants as outlined in Exhibit 2. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Consider increasing the public works facility expansion budget.*

Director of Public Works Bitz presented a request to approve of the change order prices to complete the Public Works Facility improvements. He stated that after years of planning and discussion, in February of 2018, the City of Mandan entered into agreement with Capital City Construction, Missouri River Contracting, Advanced Mechanical, and Fetzer Electric to construct an 18,000 sq. ft. minimal heat equipment storage building that will include administration offices, locker areas and a salt sand storage structure for a cost in the amount of \$2,431,195. After reviewing the proposed plans and detailed specifications several deficiencies were noted and drove the need to terminate the agreement with the original architect and

engineer in late spring or early summer of 2018. Since then staff has continued to work with Jiran Architects of Bismarck to draft a new set of plans and specifications. After completing these plans the Public Works Department is requesting change order prices from the currently contracted contractors to construct the facility in accordance with the new plans. On July 29, 2019, the City received the change order prices from the contractors with a grand total change order price in the amount of \$1,363,705. Some of the larger items identified that were not included in the original pricing include the following:

- Emergency Generator – Required to maintain Public Works Facility, this includes fuel depot for the city fleet fuels, including emergency services.
- Ventilation System – A proper ventilation system is required by code to be installed anytime vehicle or equipment are being worked on or stored in a building of this size.
- Fire Suppression – By connecting the existing shop to the 18,000 sq. ft. vehicle storage, a fire sprinkler system is now required throughout the facility, including the existing shop.
- Salt Sand Building Floor – Staff identified the need to put a solid surface floor in the salt sand building to allow for all seasons use.

Director Bitz stated that in addition to the above mentioned items city staff identified several miscellaneous items which were not accounted for in the building budget, including the vehicle parking lot and the lack of a construction contingency fund. He reported that the Public Works Department has adjusted the request to allow for an absolute minimum contingency fund of \$100,000. The plan will include constructing the parking area in 2020 as a separate project and special asses the improvements to ourselves. In discussions with the City’s Finance Department it was suggested to use the sales tax fund to allow for the overages. To construct the project and parking lot with the added required items and a minimal contingency fund, the total project cost is estimated at \$5.73 million with substantial completion anticipated in summer or fall of 2020. Currently the fund balance for the Public Works expansion is approximately \$3 million.

*Total Project:

Salt Sand Building	\$ 295,000
Equipment Storage	\$1,235,000
Office and Wash Bay	\$2,300,000
<u>Project contingency, vehicle parking, and civil site work</u>	<u>\$1,900,000</u>
PW Project Grand Total:	\$5,730,000

Based on the above presentation, Director Bitz requested additional funding to complete the Public Works Expansion project and to accept the bids from Jiran Architects and to augment the existing budget. He reported that the Public Works Department is comprised of the landfill department, the cemetery, grounds and maintenance, forestry, traffic signals, streetlights, water and sewer distribution and collection and the street department snow removal and street patching. The Public Works Department has approximately 30 fulltime employees and 10 part time seasonal employees.

Commissioner Rohr commented that these discussions go back decades; in particular, the city shop has been in need of updating for years. The last major construction was when the fire department moved down there and the building was assumed by the city shop but there was not much renovation put into it at that time. The expansion and needs for the next 25 years was not

discussed. One of the issues that came up was staying in that particular location or move to another part of the city. If the move would have been to another part of the city, knowing the way the city is elongated, that could be problematic by having to purchase additional land and it would have been a lot more expensive than what we are looking at right now. It has come to fruition to where a plan is being presented now to accommodate the future with updated facilities that is needed. This has been long overdue.

Mayor Helbling stated that the original blue building was built in 1976 and it has served the city well. This request is a large monetary undertaking but it should serve the residents of Mandan for many years. Commissioner Braun commented this is a good example of utilizing the HUB fund. Mayor Helbling stated the HUB money was set aside 3 or 4 years ago for this project.

Commissioner Braun moved to approve amending the Public Works Expansion budget by utilizing the existing HUB City Fund balance of approximately \$3 million and to transfer \$1.5 million from sales tax fund in order to fund the original contract and the proposed change orders that Jiran Architects has compiled as summarized above to include completion of the parking lot improvements with a separate project in 2020 and special assessing the parking lot project costs to the Public Works Facility.

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

I. RESOLUTIONS AND ORDINANCES

1. *Consider the second and final consideration of Ordinance No. 1316 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2020, and ending December 31, 2020, and making the annual tax levy for the year 2019.* Commissioner Braun moved to approve the second and final consideration of Ordinance No. 1316 making the annual appropriations for expenditures or expenses of the City of Mandan, North Dakota, for the fiscal year commencing January 1, 2020, and ending December 31, 2020, and making the annual tax levy for the year 2019.

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

Mayor Helbling extended a thank you to Finance Director Welch and all the department heads who worked hard on the 2020 Budget. Finance Director Welch said the property tax increase for an existing \$275,000 residential property, with no valuation increase and excluding special assessments, would amount to \$12.00. The utility bill increase for a single family residential property would amount to \$1.75 per month which consists of a \$1.55 base charge increase for water and wastewater services and a \$.20 base charge increase for solid waste collection, hauling, and recycling services. Mayor Helbling stated that the city's portion is about 24% of total tax bill. The City is growing at a nice pace that helps keep the tax base rate down.

2. *Consider Resolution establishing Rates and Charges for Services from the Water and Sewer Utility Fund.* Finance Director Welch indicated the \$1.55 base charge increase per month

for water and wastewater services for a single family residential property is the result of the City of Mandan's (\$4.1M) cost share with the ND State Water Commission (\$12.6M) and Marathon Petroleum (\$4.1M) for the \$20.8M Raw Water Intake project.

Commissioner Rohr moved to approve the Resolution establishing Rates and Charges for Services from the Water and Sewer Utility Fund. Commissioner Braun seconded the motion.

Commissioner Rohr commented that it is important to have the water intake because of the need of water to service Mandan. This has been discussed for a number of years and it is anticipated this will serve the residents of Mandan for many years into the future. The State Water Commission has shared in the cost to bring down the city's portion.

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

3. *Consider Resolution establishing Rates and Charges for Services from the Solid Waste Utility Fund.* Finance Director Welch indicated the \$.20 base charge increase per month for solid waste collection, hauling, and recycling services consisted of \$0.05 per month for solid waste collection and hauling services provided by Armstrong Sanitation & Roll-Off and \$0.15 per month for recycling collection, transportation and processing services provided by Waste Management.

Commissioner Braun moved to approve the Resolution establishing rates and charges for services from the Solid Waste Utility Fund. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

4. *Consider Resolution establishing Rates and Charges for Services from the Cemetery Fund.* Director of Public Works Bitz said there are two added rates to be established to this request and they pertain to the same service which is for services for the Scatter Gardens. This was brought forward by local funeral directors to provide patrons an economical and legal way to dispose of their loved ones who have been cremated. The request is to establish rates to allow for use of the Scatter Garden at the cemetery for various services and transactions within the cemetery operations. The changes allow for another option for patrons to use the Mandan Cemetery as a final resting place. This rate was established in consultations with staff as well as local funeral home directors. This is a new service offered at the Mandan Union Cemetery.

Director Bitz recommended approving the resolution establishing rates and charges for Mandan Union Cemetery effective January 1, 2020.

Commissioner Rohr moved to approve the Resolution establishing Rates and Charges for Services from the Cemetery Fund. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

5. *Consider Resolution establishing Rates and Charges for Services from the Building Inspections Department permit fees.* Building Official Ouradnik presented a request to consider the approval of the resolution amending the fees and charges by the Building Inspections Department. These are minor changes to permit fees charged by the Building Inspections Department.

Commissioner Rohr moved to approve the Resolution establishing rates and charges for Services from the Building Inspections Department permit fees. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

J. OTHER BUSINESS:

1. Mayor Helbling announced that Sept 23rd - Sept 28th is the free landfill week for the City of Mandan. This year the process has changed. Residents will have to prove identification they are residents when they take items to the landfill for free that week. Monday through Friday from 8 a.m. to 4:45 p.m. Monday through Friday and Saturday September 28th from 8 a.m. to 11:45 a.m. Items will not be collected curbside like they were in the past. The landfill will accept items including furniture and appliances free of charge. There will be a nominal charge for certain items such as tires. Director Bitz added that this free service does not include building or construction materials (sheetrock, shingles, roofing materials siding). Residents were informed to contact Public Works at 667-3240 for clarification or questions of certain items. Information is also posted on the City of Mandan website at cityofmandan.com.

K. ADJOURNMENT:

There was no other business to come before the Board of City Commissioners. Commissioner Rohr motioned adjourn the meeting at 6:15 pm. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present.

James Neubauer
City Administrator

Tim Helbling
President, Board of City Commissioners



Public Hearing No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 25, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: First consideration of Ordinance 1327 related to the annexation of Lot 2, Block 2, Bahm's 1st Addition

STATEMENT/PURPOSE: Consider approval of the first consideration of Ordinance 1327 related to the annexation of Lot 2, Block 2, Bahm's 1st Addition.

BACKGROUND/ALTERNATIVES: The property owners wish to annex their 1.74 acre property into the City of Mandan to connect to city services that currently run along 14th Ave. SE in front of their property.

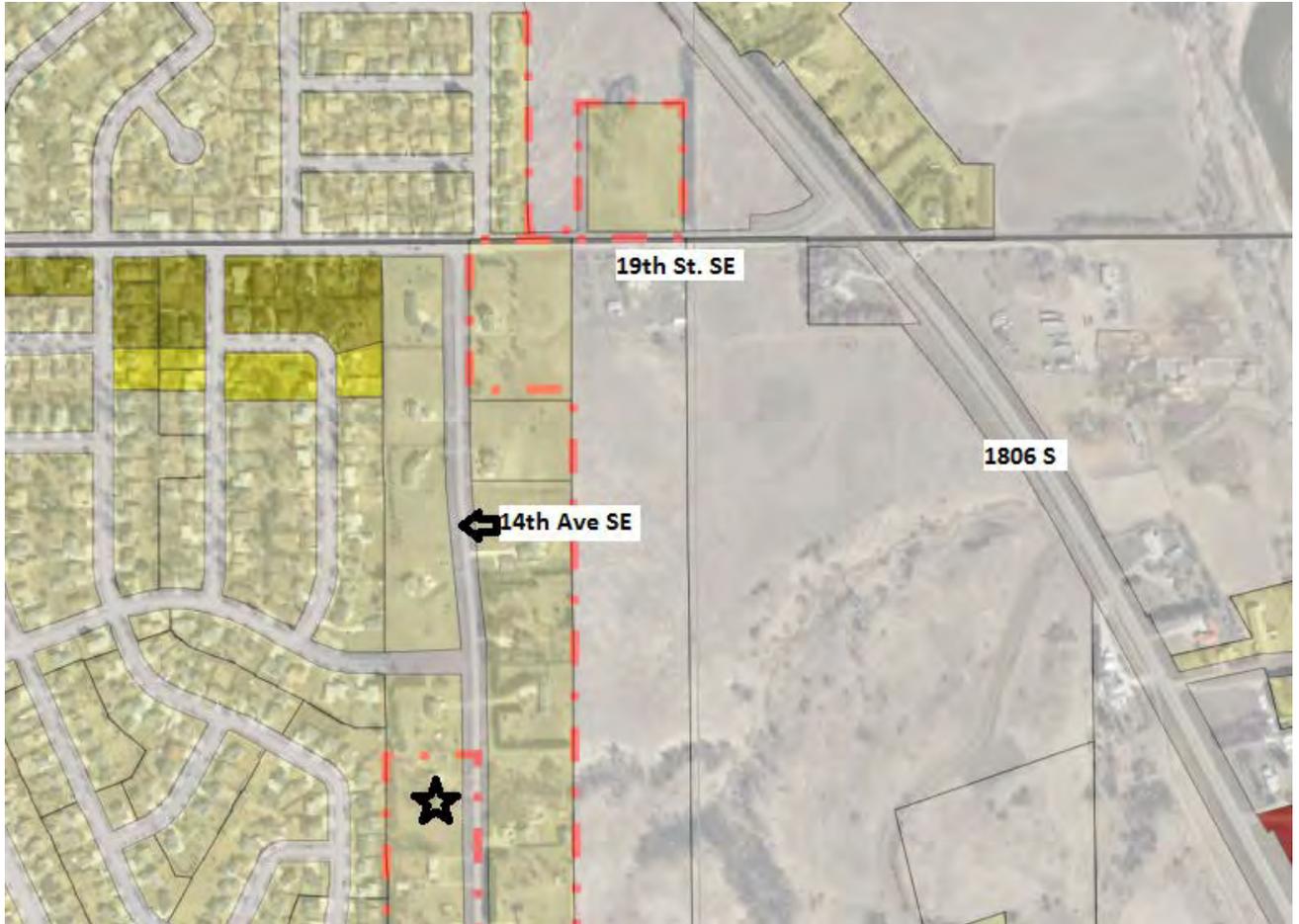
Board of City Commissioners

Agenda Documentation

Meeting Date: October 1, 2019

Subject: First consideration of Ordinance 1327 related to the annexation of Lot 2, Block 2, Bahm's 1st Addition

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Upon annexation, they desire to split their property through a minor plat into residential two lots as shown in Exhibit 2.

This property is one of four in Bahm's 1st Addition that have yet to annex which will be required in order to connect to city services.

ATTACHMENTS:

Exhibit 1 – DRAFT Ordinance 1327

Exhibit 2 – Proposed Minor Plat

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

Board of City Commissioners

Agenda Documentation

Meeting Date: October 1, 2019

Subject: First consideration of Ordinance 1327 related to the annexation of Lot 2, Block 2, Bahm's 1st Addition

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LEGAL REVIEW: This document, including Ordinance 1327, has been reviewed and approved by Attorney Brown.

RECOMMENDATION: Engineering and Planning recommend to approve the request for annexation.

SUGGESTED MOTION: I move to approve Ordinance 1327 related to the annexation of Lot 2, Block 2, Bahm's 1st Addition as presented in Exhibit 1.

EXHIBIT 1

ORDINANCE NO. 1327

AN ORDINANCE ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, AND EXTENDING THE CORPORATE BOUDNARIES THEREOF.

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

WHEREAS, the City of Mandan, Morton County, North Dakota has determined it to be its interests to annex the hereinafter described property, which is contiguous to the City of Mandan, Morton County, North Dakota, but not embraced within the liits thereof, and has met all requirements as directed by Section 40-51.2-03 of the North Dakota Century Code.

SECTION 1. PROPERTY ANNEXED. The following described land is situated in the County of Morton, State of North Dakota, and contiguous to the corporate limits of the City of Mandan, North Dakota, and is hereby added to, taken into, annexed and made part of the City of Mandan, namely:

Lot 2, Block 2, Bahm's 1st Addition, Morton County, North Dakota

SECTION 2. CORPORATE BOUNDARY EXTENDED. Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.

Tim Helbling, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

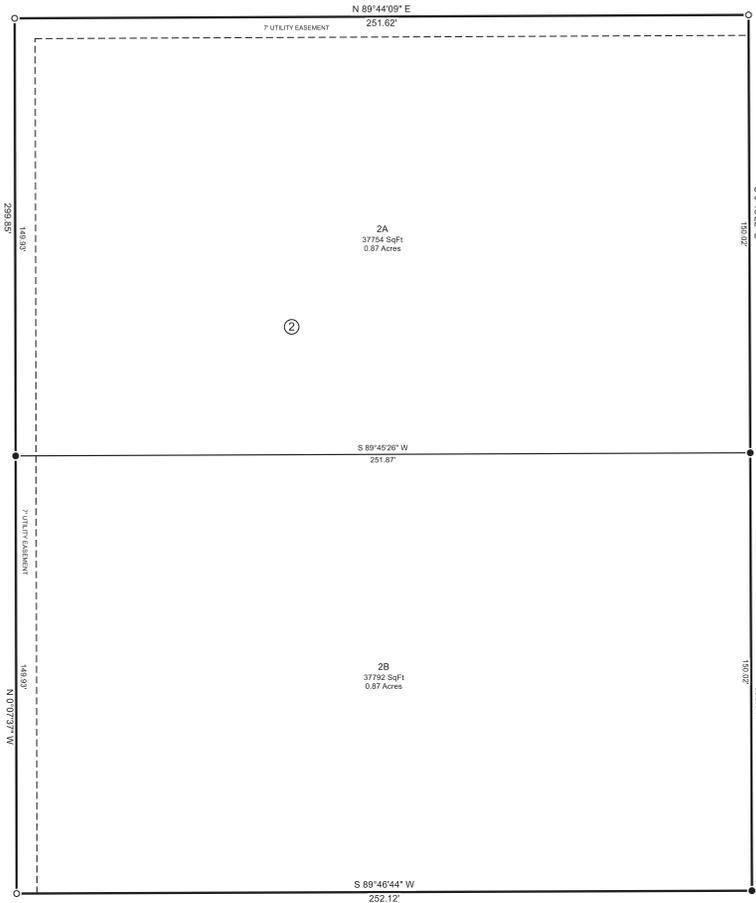
Planning and Zoning Commission:
First Consideration:
Second Consideration and Final Passage:
Recording Date:

September 23, 2019
October 1, 2019
October 15, 2019

EXHIBIT 2

REPLAT OF LOT 2, BLOCK 2, BAHM'S 1ST ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
 ALL OF LOT 2, BLOCK 2, BAHM'S 1ST ADDITION OF THE NW1/4, SECTION 2, T138N-R81W
 OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA



LEGEND	
○	FOUND REBAR MONUMENT
●	SET REBAR MONUMENT

DESCRIPTION OF PROPERTY

ALL OF LOT 2, BLOCK 2, BAHM'S FIRST ADDITION OF THE NW1/4 OF SECTION 2, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, SAID TRACT OF LAND CONTAINING 1.74 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MARK R. ISAACS, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 8628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT. FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDRETHS THEREOF AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF. FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 9628

STATE OF NORTH DAKOTA)
) SS
 COUNTY OF MORTON)

ON THIS ____ DAY OF _____, 2019, THERE APPEARED BEFORE ME MARK R. ISAACS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE, AND DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

HARVEY SCHNEIDER
 NOTARY PUBLIC, NORTH DAKOTA

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATERLINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OF SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENTS".

LINDA L. BETLAF

DARIN L. THOMAS

TAMARA L. WOLT

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2019.

 NOTARY PUBLIC
 COUNTY, _____
 MY COMMISSION EXPIRES _____

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON. FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN. THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION THIS ____ DAY OF _____, 2019.

JIM NEUBAUER - CITY ADMINISTRATOR

TIM HELBLING - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

I, JUSTIN FROSETH, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "REPLAT OF LOT 2, BLOCK 2, BAHM'S 1ST ADDITION," OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JUSTIN FROSETH, PE

OWNER:
 LINDA L. BETLAF
 2002 16TH AVE SE
 MANDAN, ND 58554

BASIS OF BEARING:
 EASE BOUNDARY LINE LOT 2
 SOUTH 0°0'13" 22" EAST

NOTES:
 1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
 2. SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.

AUDITOR'S OFFICE, MORTON CO., ND.
 DELINQUENT TAXES AND SPECIAL ASSESSMENTS OR INSTRUMENTS OF SPECIAL ASSESSMENTS, PAID AND TRANSFER ACCEPTED.

DAWN R. RHONE, COUNTY AUDITOR
 BY _____, DEPUTY

APPROVED BY COUNTY AUDITOR'S OFFICE
 DAWN R. RHONE, AUDITOR
 BY _____, DEPUTY

DATE _____



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



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 25, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: First consideration of Ordinance 1328 related to a zoning district amendment for a portion of property in the SW ¼ of Section 29, Township 139N, Range 81W

STATEMENT/PURPOSE: Consider approval of the first consideration of Ordinance 1328 related to a zoning district amendment for a portion of property in the SW ¼ of Section 29, Township 139N, Range 81W.

BACKGROUND/ALTERNATIVES: The applicant's wish to rezone their property from R-7 Residential to MB-Industrial. The area is largely residentially zoned, although there are commercial/industrial uses in the vicinity. The following link provides pictures of the area: <https://arcg.is/1vOKzX> The purple colored numbers are those pictures of industrial facilities in the area. The red colored numbers are of the applicant's property.

This rezone request is premised on a zoning violation as a result of adjacent property owner complaints to the City of Mandan and Morton County for having an accumulation of vehicles stored outside stemming from a wrecking operation on Mr. Poole's property (See Exhibits 1 and 2).

While Raymond Schaff's signature is on the letter, he has since joined in the application along with the other two applicants and no longer opposes the industrial rezoning of the area (See Exhibit 3).

The future land use designation for the property is high-density residential (see image below; red star marks area of rezone request).

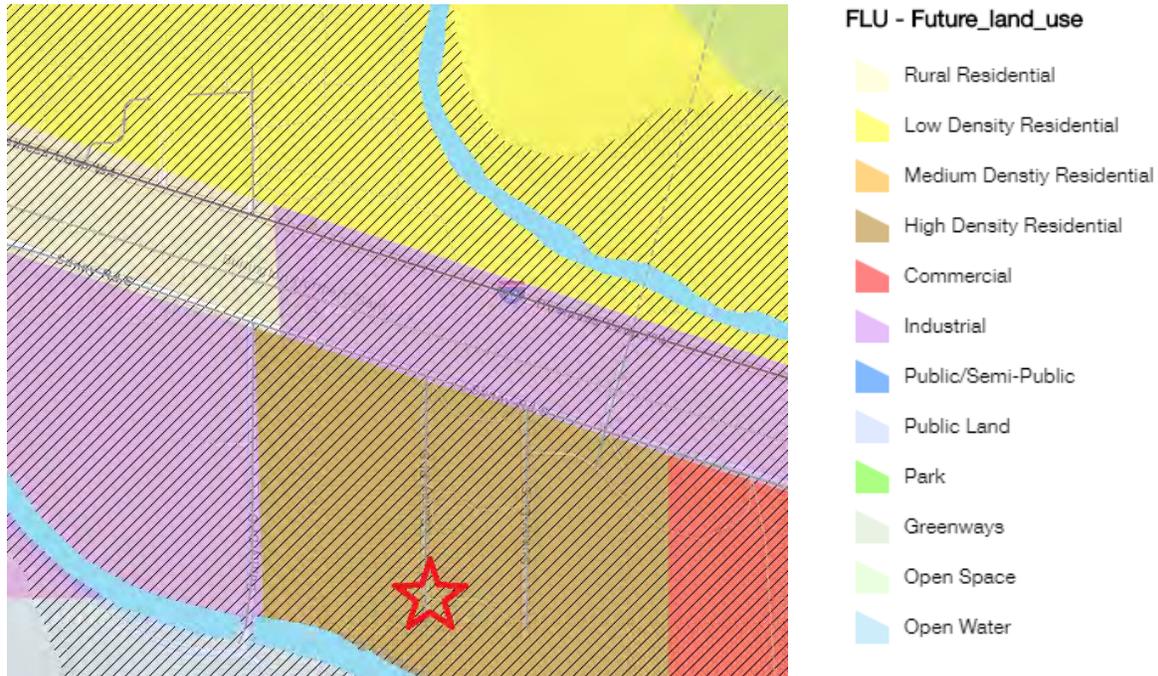
Board of City Commissioners

Agenda Documentation

Meeting Date: October 1, 2019

Subject: First consideration of Ordinance 1328 related to a zoning district amendment for a portion of property in the SW ¼ of Section 29, Township 139N, Range 81W.

Page 2 of 4



The purple is industrial, red is commercial, and yellow is low-density residential. The hashed overlay denotes the 100-year floodplain.

Industrial zoning in the floodplain creates additional problems when floods occur. In the case of a junkyard, vehicle fluids and components from vehicles are more likely to produce environmental and public health/safety hazards than single-family dwellings.

Existing zoning in the area is largely R-7 residential and agriculture. There is a property that went through a commercial rezone in 2011 to the east of the applicant's property denoted by a star (see below red colored property).

Board of City Commissioners

Agenda Documentation

Meeting Date: October 1, 2019

Subject: First consideration of Ordinance 1328 related to a zoning district amendment for a portion of property in the SW ¼ of Section 29, Township 139N, Range 81W.

Page 3 of 4



-  Agriculture - Morton County
-  CA - Neighborhood Commercial
-  CB - Business Commercial
-  CC - Commercial/Light Industrial Transition
-  DC - Downtown Core
-  DF - Downtown Fringe
-  Industrial - Morton County
-  LSMHS - Trailer Park Subdivision
-  MA - Heavy Commercial/Light Industrial
-  MB - Heavy Commercial/Heavy Industrial
-  MC - Heavy Commercial/Light Industrial Restricted
-  MD - Heavy Commercial/Heavy Industrial Restricted
-  MHS - Trailer Park
-  PUD - Planned Unit Development
-  R3.2 - Residential Single & Two Family
-  R7 - Residential Single Family

If this zone change is approved, the industrial zoning designation will be entirely surrounded by R-7 residential. Industrial and residential uses are disharmonious and incompatible in close proximity, leading to complaints from land owners.

Finally, access to the majority of land that is part of this request is dependent on an access easement that passes through many of the property owners that have complained about the industrial activity occurring on Mr. Poole's property. A rezone to industrial would create the potential for heavier machinery and vehicles to access the property through the easement and damage the existing private gravel road.

In summary, staff is recommending denial of the proposed rezone for the reasons outlined in Exhibit 4.

Planning and Zoning Commission, at their August meeting, voted unanimously to recommend denial of the rezone.

ATTACHMENTS:

Exhibit 1 – Neighbors' Complaint

Exhibit 2 – Alex Poole Property Images

Exhibit 3 – Letter of Intent from Raymond Schaff

Exhibit 4 – Rationale for Recommendation of Denial

Board of City Commissioners

Agenda Documentation

Meeting Date: October 1, 2019

Subject: First consideration of Ordinance 1328 related to a zoning district amendment for a portion of property in the SW ¼ of Section 29, Township 139N, Range 81W.

Page 4 of 4

Exhibit 5 – Ordinance 1328

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: This document, including Ordinance 1328, has been reviewed and approved by Attorney Brown.

RECOMMENDATION: The Engineering and Planning Department recommend denial of the first consideration of Ordinance 1328 per Exhibit 5 based on the reasons outlined in Exhibit 4.

SUGGESTED MOTION: I move to deny the first consideration of Ordinance 1328 per Exhibit 5 based on the reasons outlined in Exhibit 4.

EXHIBIT 1

January 7, 2019

Morton County Planning and Zoning
2916 37th St NW
Mandan ND 58854

Dear Board Members:

We, the undersigned property owners, are writing regarding the issue with the property owned by Alexander Pool, parcel 410204000. The property in question has an accumulation of junk and junk vehicles. The property is considered to be residential. It should also be noted the property in question is also zoned flood plain. Our concern is that having a junk yard in our back yard will certainly devalue our properties.

Initially, we contacted Candy Fleck regarding this matter. Ms. Fleck did make contact with Mr. Pool and gave him a time frame to remove the junk. Mr. Pool did start to remove some of the junk but continued to bring more junk in. We have on numerous occasions been in contact with Candy Fleck and John Van Dyke regarding the cleanup of the property, however, the issue has not gotten resolved. Recently, we were told that this is not a city issue but rather a county issue. We contacted Commissioner Andy Zachmeier and on December 26th, 2018, Andy did come out to check out the property. He also contacted Candy Fleck, but was told that there is no documentation regarding this issue. Andy did agree that this needs to be addressed by the Morton County State's Attorney, Morton County Planning and Zoning Committee and the City of Mandan Planning and Zoning Committee.

We are asking these three agencies to look into the matter and resolve the issue in a timely manner.

Thanks for your time and consideration.



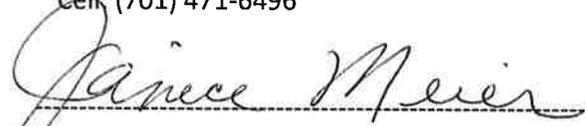
Max Voigt
2270 Sunny Rd S, Mandan ND 58554
Cell: (701) 425-6924



Jim Sackman
2278 Sunny Rd S, Mandan, ND
Cell: (701) 471-6496



Greg Wetch
4072 Sunny Lane S, Mandan ND 58554
Cell: (701) 391-3067



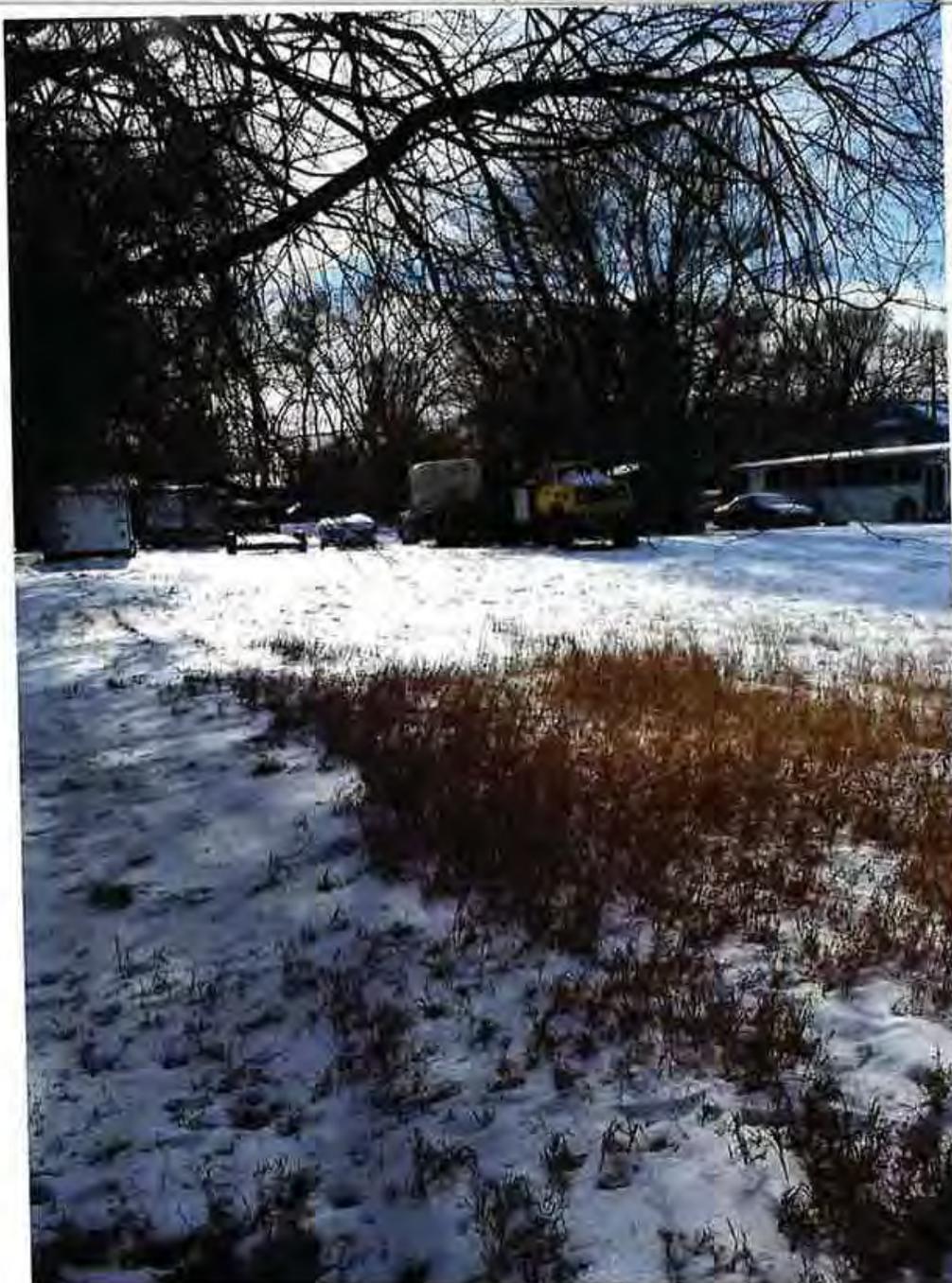
Janice Meier
4095 Sunny Ln S, Mandan ND 58554
(701) 663-8130

cc: Morton County States Attorney
210 2nd Ave NW, Mandan ND 58554

John Van Dyke
Engineering and Planning Director
205 Second Ave NW, Mandan ND 58554











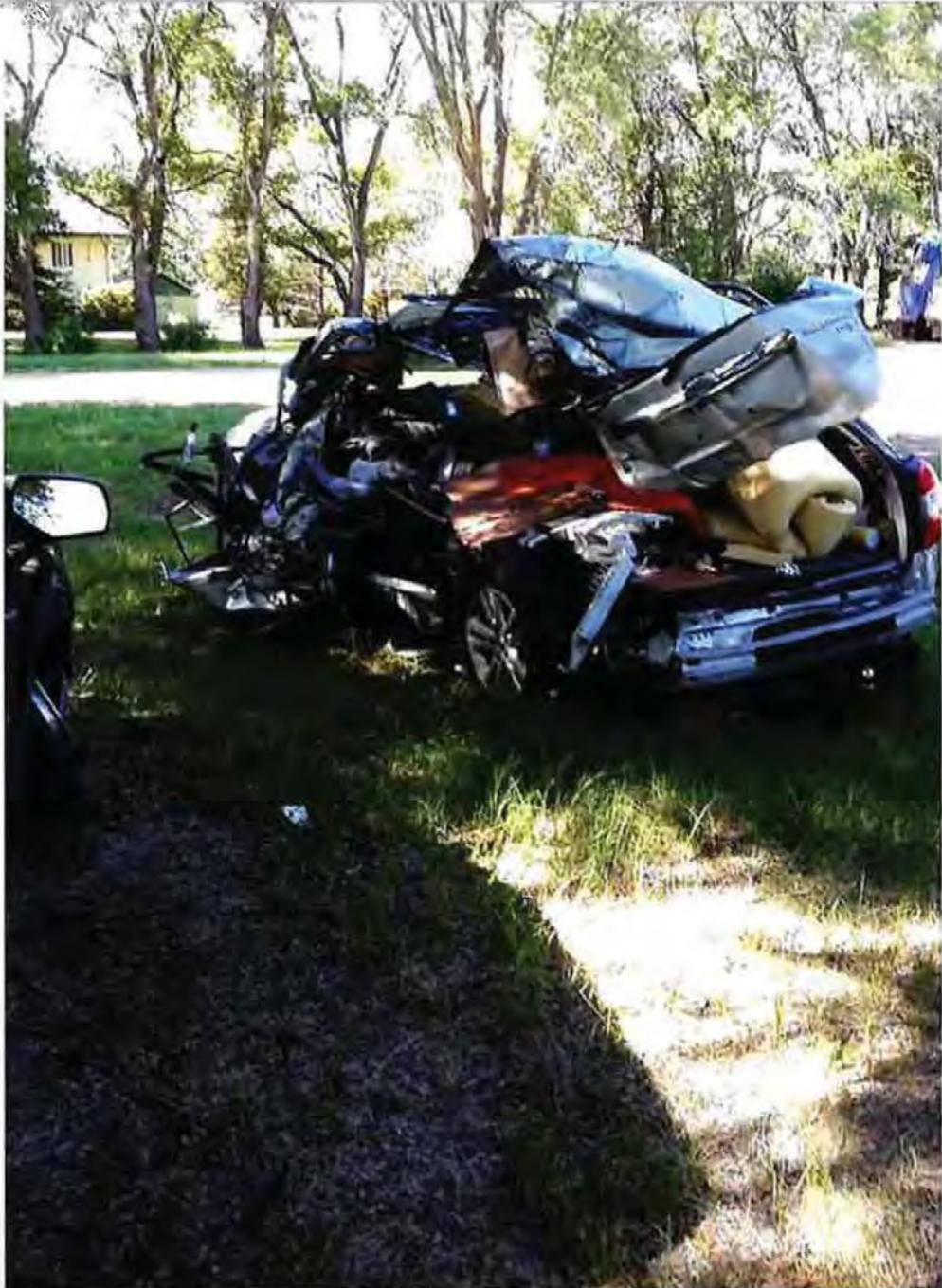


EXHIBIT 3

Property of Raymond Schaff

The property has been used as a trucking terminal for 50 years. A large heated shop, capable of holding up to four semi-tractors is located on the property. The shop is used to store the trucks and fix them, as needed. The trucks deliver a variety of agricultural and other goods both short and long-haul distances.

Exhibit 4 - Rationale for Denial

- The Land Use and Transportation Plan of the City of Mandan denotes a land use of high-density residential; not industrial
- Industrial uses, such as junkyards, when located in the floodplain can have additional adverse effects on the environment and public health/safety compared with residential uses due to the amount and type of outdoor storage present in the event of a flood (vehicle fluids, additional debris becoming waterborne, etc.)
- Many neighbors oppose the existing use presently exercised by Mr. Poole (wrecking service).
- The access serving the applicant's properties are gravel roads established by easement only. These roads pass through the properties of several of the property owners that oppose the uses that would be allowed if this rezone request was approved.
- While there are industrial/commercial uses in the vicinity, none of these are directly adjacent to the properties part of the rezone request. A zoning designation of MB Industrial (heavy industrial) would be surrounded by R-7 Residential (single-family) zoning. These two zones are disharmonious, incompatible zoning districts and likely to create complaints from residents of the area.

EXHIBIT 5

ORDINANCE NO. 1328

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.

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

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

The following described properties shall be excluded from the R7 Residential District and included in the MB Industrial District:

1. Lot "B" of Lot One (1) of Lot "E" of the Southwest Quarter (SW1/4) of Section Twenty-Nine (29), Township One Hundred Thirty-Nine (139), Range Eighty-One West (81) of the Fifth Principal Meridian, Morton County, North Dakota.
2. The North 280' of Lot "C" of Lot 1 of Auditor's Lot "E" of the SW1/4 of Section 29, Township 139 North, Range 81 West of the 5th Principal Meridian, Morton County, North Dakota. -AND- Lot "C", LESS the North 280' thereof and Lot D, LESS that portion of said Lot lying East of a line 218' West of the East line of said lot and South of a line 417' South of the North line of said Lot; both in Lot 1 of Auditor's Lot E of the SW1/4 of Section 29, Township 139 North, Range 81 West of the 5th Principal Meridian, Morton County, North Dakota.
3. Lot "A" Auditor's Subdivision of the SW1/4 of Section 29, Township 139 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota, more particularly described on Plat recorded in Book 4, Auditor's Plats, page 16, LESS the West 50 feet of all that part of the SW1/4, which line south of the Northern Pacific Railway and is bounded on the West by the West boundary line of said Quarter Section and on the East by a line parallel to aforesaid line and distant 796 feet therefrom and on the North by the Right of Way of said Northern Pacific Railway and on the South by the middle of the old bed of the Heart River, and LESS Lot "A" of Lot "A" of the SW1/4, of Section 29, Township 139 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota, as more particularly described on Plat recorded in Book 4, Auditor's Plats, Page 28; and LESS Lot "B" of Lot "A" of the SW1/4 of Section 29, Township 139 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota, as more particularly described on Plat recorded in Book 7, Auditor's Plats, Page 177; and LESS Lot "C" of Lot "A" of the SW1/4 of Section 29, Township 139 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota, as more particularly described on Plat recorded as Doc. No. 431254.

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:

August 26, 2019

October 1, 2019

October 15, 2019



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 27, 2019
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Colorado Health Facilities Authority Revenue Bonds Series 2019 (Sanford)

STATEMENT/PURPOSE: To consider approval of a proposed finance plan and issuance of Bonds by the Colorado Health Facilities Authority

BACKGROUND/ALTERNATIVES: Pursuant to Internal Revenue Code, a public hearing is required regarding the issuance Colorado Health Facilities Authority Revenue Bonds. There are facilities in Mandan in which the financing will be financed or refinanced through this issuance.

ATTACHMENTS: Notice of Public Hearing & Certificate of Elected Representative regarding Public Approval for Bond, Colorado Health Facilities Authority Revenue Bonds, Series 2019 (Sanford)

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: Attorney Brown has reviewed and this is standard. No comments have been received regarding this matter.

RECOMMENDATION: I recommend approval of the proposed plan of finance and issuance of the Bonds by the Colorado Health Facilities Authority for the purpose stated in the Notice

SUGGESTED MOTION: I move to approve the proposed plan of finance and issuance of the Bonds by the Colorado Health Facilities Authority for the purpose stated in the Notice.

**CERTIFICATE OF ELECTED REPRESENTATIVE REGARDING
PUBLIC APPROVAL FOR BOND**

**COLORADO HEALTH FACILITIES AUTHORITY
REVENUE BONDS, SERIES 2019
(SANFORD)**

1. The undersigned is the Mayor of the City of Mandan, North Dakota (the “City”) and as such is the chief executive official of the governmental unit having jurisdiction over the area in which a portion of the Financing Purposes (as defined in the Notice (hereinafter defined)) (being that portion in Mandan, North Dakota) is located.

2. On September 20, 2019, notice of a public hearing was published in *The Mandan News*, a copy of which is attached to this certificate (the “Notice”). The notice was designed to apprise residents of the City of the proposed plan of finance and issuance of the Bonds captioned above (the “Bonds”), and was published no less than seven days before the scheduled date of the public hearing.

3. On October 1, 2019, a public hearing was held at Mandan City Hall, 205 Second Avenue NW, Mandan, North Dakota, with regard to the proposed plan of finance and issuance of the Bonds. The hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on the proposed plan of finance and issuance of the Bonds to be heard.

4. After the public hearing following reasonable public notice, the undersigned hereby approves of the proposed plan of finance and issuance of the Bonds by the Colorado Health Facilities Authority for the purpose stated in the Notice. This approval is given solely to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, and is not intended, and shall not be deemed, to obligate the City in any way to issue the Bonds. The City shall never make any payments on or in connection with the Bonds, payments on which are the sole responsibility of Sanford on behalf of The Evangelical Lutheran Good Samaritan Society.

Dated: October 1, 2019

CITY OF MANDAN, NORTH DAKOTA

By _____
Mayor

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), will be held by the City Commission of the City of Mandan, North Dakota on October 1, 2019, at 5:30 p.m. local time, or as soon thereafter as the matter can be heard, at Mandan City Hall, 2015 Second Avenue NW, Mandan, North Dakota, regarding the proposed issuance by the Colorado Health Facilities Authority (the “Authority”) of its revenue bonds in one or more series in an aggregate principal amount not to exceed \$480,000,000 (the “Series 2019 Bonds”). The proceeds of the Series 2019 Bonds will be loaned to Sanford, a North Dakota nonprofit corporation and an organization described in Section 501(c)(3) of the Code (“Sanford”). The proceeds of the Series 2019 Bonds will be applied, together with other available funds, (a) in a principal amount not to exceed \$65,000,000, to refund all or a portion of the outstanding \$70,565,000 original principal amount South Dakota Health and Educational Facilities Authority Revenue Bonds, Series 2009 (Sanford Health) (the “Sanford Series 2009 Bonds”); (b) in a principal amount not to exceed \$45,000,000, to refinance indebtedness of The Evangelical Lutheran Good Samaritan Society (“Good Samaritan”), a North Dakota nonprofit corporation and an organization described in Section 501(c)(3) of the Code (the “Bank Loans”); (c) in a principal amount not to exceed \$350,000,000, to refinance a portion of a loan (the “Acquisition Bridge Loan”), the proceeds of which were used by Sanford to acquire a controlling membership interest in Good Samaritan for an acquisition price in an amount necessary to redeem a portion of the (i) \$169,955,000 original principal amount Colorado Health Facilities Authority Health Facilities Revenue Bonds (The Evangelical Lutheran Good Samaritan Society Project) Series 2012 (the “Series 2012 Bonds”), (ii) \$63,675,000 original principal amount Colorado Health Facilities Authority Health Facilities Revenue Bonds (The Evangelical Lutheran Good Samaritan Society Project) Series 2013 (the “Series 2013 Bonds”), (iii) \$204,290,000 original principal amount Colorado Health Facilities Authority Health Facilities Revenue and Revenue Refunding Bonds (The Evangelical Lutheran Good Samaritan Society Project) Series 2015A (the “Series 2015 Bonds”) and (iv) \$220,720,000 original principal amount Colorado Health Facilities Authority Health Facilities Revenue and Revenue Refunding Bonds (The Evangelical Lutheran Good Samaritan Society Project) Series 2017 Bonds (the “Series 2017 Bonds”), all previously issued for the benefit of Good Samaritan; (d) in a principal amount not to exceed \$10,000,000, to refund all or a portion of the outstanding \$9,309,427.76 original principal amount Morton County, North Dakota Nursing Facilities Revenue Refunding Bonds (Sanford Living Centers Project), Series 2014C (the “Sanford Series 2014C Bonds”) and \$2,137,912.42 original principal amount Morton County, North Dakota Nursing Facilities Revenue Refunding Bonds (Sanford Living Centers Project), Series 2014E (the “Sanford Series 2014E Bonds” and, together with the Sanford Series 2014C Bonds, the “Sanford Series 2014 Bonds”), (e) in a principal amount not to exceed \$10,000,000, to finance or reimburse the cost of remodeling, renovating, furnishing and equipping certain of Sanford’s or Good Samaritan’s (or any tax-exempt affiliate thereof) health care and/or senior living facilities located in several jurisdictions throughout the United States, including in the City of Mandan; (f) to pay a portion of the interest on the Series 2019 Bonds, if deemed necessary or advisable by the

Authority or Sanford; (g) to provide working capital, if deemed necessary or advisable by the Authority or Sanford; (h) to fund a debt service reserve fund, if deemed necessary or advisable by the Authority or Sanford; and (i) to pay certain expenses incurred in connection with the issuance of the Series 2019 Bonds (collectively, the “*Financing Purposes*”).

Public approval by each local jurisdiction has been or will be obtained following a public notice and public hearing regarding the Series 2019 Bonds and the facilities financed and/or refinanced in that local jurisdiction. A portion of the proceeds of the Series 2019 Bonds (a) in a principal amount not to exceed \$21,000,000 will be used to refinance the Bank Loans, a portion of the proceeds of which were spent to acquire Miller Pointe – a Prospera Community (“*Miller Pointe*”), a senior living facility owned by an affiliate of Good Samaritan and located at 3500 21st Street SW in Mandan, North Dakota, (b) in a principal amount not to exceed \$9,500,000 will be used to refund all or a portion of the Sanford Series 2014 Bonds, a portion of the proceeds of which were spent at Sunset Drive – a Prospera Community (“*Sunset Drive*”), a senior living facility owned by an affiliate of Sanford and located at 1011 Boundary Street NW in Mandan, North Dakota, and (c) in a principal amount not to exceed \$4,000,000 will be used to finance or reimburse the costs of remodeling, renovating, furnishing and equipping Miller Pointe and Sunset Drive.

The proceeds of the Series 2012 Bonds were used, among other things, to finance and refinance the costs of the acquisition, construction, improvement and equipping of certain skilled nursing facilities and other health care and senior living facilities owned and operated by Good Samaritan, fund a debt service reserve fund and pay costs of issuance.

The proceeds of the Series 2013 Bonds were used, among other things, to finance and refinance the costs of the acquisition, construction, improvement and equipping of certain skilled nursing facilities and other health care and senior living facilities owned and operated by Good Samaritan, fund a debt service reserve fund and pay costs of issuance.

The proceeds of the Series 2015 Bonds were used, among other things, to finance and refinance the costs of the acquisition, construction, improvement and equipping of certain skilled nursing facilities and other health care and senior living facilities owned and operated by Good Samaritan, fund a debt service reserve fund and pay costs of issuance.

The proceeds of the Series 2017 Bonds were used, among other things, to finance and refinance the costs of the acquisition, construction, improvement and equipping of certain skilled nursing facilities and other health care and senior living facilities owned and operated by Good Samaritan, fund a debt service reserve fund and pay costs of issuance.

The proceeds of the Sanford Series 2009 Bonds were used, among other things, to pay or reimburse Sanford and its affiliates for the payment of the costs of acquiring, constructing, renovating, remodeling and equipping certain of the health facilities owned and operated by Sanford or its affiliates.

The proceeds of the Sanford Series 2014 Bonds were used, among other things, to refinance indebtedness used to finance or reimburse the cost of the acquisition,

construction, expansion, remodeling, renovation, furnishing and equipping of skilled nursing facilities owned and operated by Sanford Living Centers, an affiliate of Sanford, including at Sunset Drive described above.

The Bank Loans were used, among other things, to finance, refinance indebtedness used to finance, or reimburse the cost of the acquisition, construction, expansion, remodeling, renovation, furnishing and equipping of senior living facilities owned and operated by Good Samaritan or its affiliates, including at Miller Pointe described above.

All property and facilities to be financed or refinanced with the proceeds of the Series 2019 Bonds have been and will be owned and operated by Sanford, Good Samaritan or a tax-exempt affiliate thereof.

The Series 2019 Bonds will constitute special limited obligations of the Authority payable solely from amounts received by the Authority pursuant to a loan agreement between the Authority and Sanford. The City of Mandan will not issue the Series 2019 Bonds, nor will the City of Mandan nor the State of North Dakota have any liability with respect to the Series 2019 Bonds or the sale or offering thereof.

Interested persons wishing to express their views on the issuance of the Series 2019 Bonds or on the nature and location of the health care and/or senior living facility in the City of Mandan proposed to be financed or refinanced may attend the public hearing or, prior to the time of the hearing, submit written comments.

Additional information concerning the above matter may be obtained from and written comments should be addressed to the City of Commission of the City of Mandan, Mandan City Hall, 2015 Second Avenue NW, Mandan, North Dakota 58554.

NOTICE DATED: September 20, 2019.



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

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

Full, Legal Name of Gaming Organization Bismarck Cancer Center Foundation

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

Name of Location <u>Midway Lanes - Bowling Tournament</u>			
Street <u>3327 Mem. Hwy</u>	City <u>Mandan</u>	ZIP Code <u>58554</u>	County <u>Morton</u>
Beginning Date(s) Authorized <u>Nov 1 2019</u>	Ending Date(s) Authorized <u>June 30 2019</u>	Number of twenty-one tables if zero, enter "0": <u>0</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Entryway area where public walks in</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <u>November 30 2019</u>			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) <i>Midway Lanes - Jim Mellon</i>		Site Name		Site Phone Number <i>701-663-0277</i>	
Site Address <i>3327 Memorial Hwy</i>		City <i>Mandan</i>	State <i>ND</i>	Zip Code <i>58554</i>	County <i>Morton</i>
Organization (Lessee) <i>Bismarck Cancer Center Foundation</i>			Rental Period <i>Nov 1 '19 to June 30 '20</i>		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
2. Is Twenty-One conducted at this site?		Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$	
		Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		\$	
3. Is Paddlewheels conducted at this site?		Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site?			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
Please check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device					
<input type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices _____					\$
Total Monthly Rent					\$ <i>0</i>

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

TERMS OF RENTAL AGREEMENT:
 This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.
 The LESSOR agrees that no game will be directly operated as part of the lessor's business.
 The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.
 The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.
 If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.
 The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.
 The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.
 The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.
 At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>X Sheila Dretto</i>	Title <i>Gen. Mgr.</i>	Date <i>9/19/19</i>
Signature of Lessee <i>Amy Gross</i>	Title <i>Executive Director</i>	Date <i>9/19/19</i>

(over)



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 25, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Consider approval of Replat of Lot 2, Block 2, Bahm's 1st Addition minor plat

STATEMENT/PURPOSE: Consider approval of Replat of Lot 2, Block 2, Bahm's 1st Addition minor plat.

BACKGROUND/ALTERNATIVES: The property owners wish to divide their lot into two lots as part of their annexation into the City of Mandan. The replat would create two 0.87 acre lots from the existing 1.74 acre property.

Exhibit 1 shows the lot configuration of the proposed minor plat.

ATTACHMENTS:

Exhibit 1 – Replat of Lot 2, Block 2, Bahm's 1st Addition Minor Plat

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: This document has been reviewed by Attorney Brown.

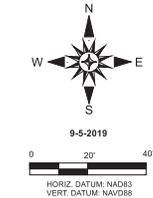
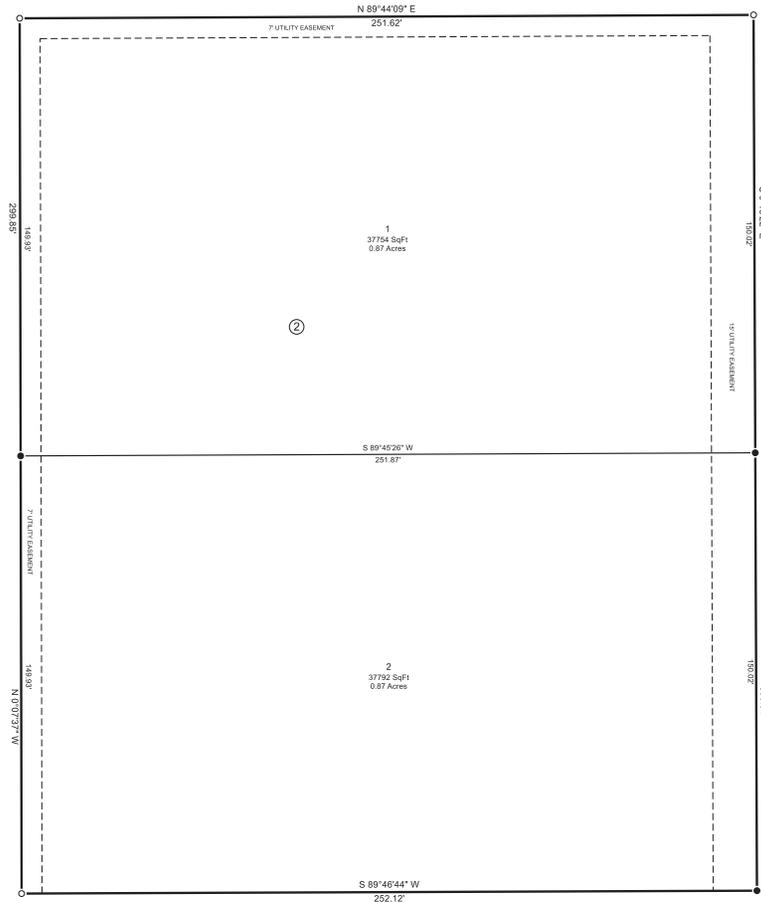
RECOMMENDATION: The Engineering and Planning Department recommend approval of the minor plat as shown in Exhibit 1.

SUGGESTED MOTION: I move to approve the Replat of Lot 2, Block 2, Bahm's 1st Addition minor plat as shown in Exhibit 1.

EXHIBIT 1

REPLAT OF LOT 2, BLOCK 2, BAHM'S 1ST ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
 ALL OF LOT 2, BLOCK 2, BAHM'S 1ST ADDITION OF THE NW1/4, SECTION 2, T138N-R81W
 OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA



LEGEND
 ○ FOUND REBAR MONUMENT
 ● SET REBAR MONUMENT

DESCRIPTION OF PROPERTY

ALL OF LOT 2, BLOCK 2, BAHM'S FIRST ADDITION OF THE NW1/4 OF SECTION 2, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, SAID TRACT OF LAND CONTAINING 1.74 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MARK R. ISAACS, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 8628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT. FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDRETHS THEREOF AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF. FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 9628

STATE OF NORTH DAKOTA)
) SS
 COUNTY OF MORTON)

ON THIS ___ DAY OF _____, 2019, THERE APPEARED BEFORE ME MARK R. ISAACS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE, AND DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

HARVEY SCHNEIDER
 NOTARY PUBLIC, NORTH DAKOTA

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED, BEING THE SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATERLINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OF SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENTS".

LINDA L. BETLAF

DARRN L. THOMAS

TAMARA L. WOLT

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ___ DAY OF _____, 2019.

 NOTARY PUBLIC
 COUNTY, _____
 MY COMMISSION EXPIRES: _____

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON. FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN. THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION THIS ___ DAY OF _____, 2019.

JIM NEUGAUER - CITY ADMINISTRATOR

TIM HELBLING - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

I, JUSTIN FROSETH, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "REPLAT OF LOT 2, BLOCK 2, BAHM'S 1ST ADDITION," OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JUSTIN FROSETH, PE

OWNER:
 LINDA L. BETLAF
 2032 16TH AVE SE
 MANDAN, ND 58554

BASIS OF BEARING:
 EASE BOUNDARY LINE LOT 2
 SOUTH 00° 13' 52" EAST

NOTES:
 1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
 2. SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.

AUDITOR'S OFFICE, MORTON CO., ND.
 DELINQUENT TAXES AND SPECIAL ASSESSMENTS OR INSTRUMENTS OF SPECIAL ASSESSMENTS, PAID AND TRANSFER ACCEPTED.

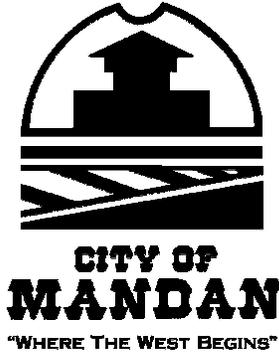
DAWN R. RHONE, COUNTY AUDITOR
 BY _____, DEPUTY

APPROVED BY COUNTY AUDITOR'S OFFICE
 DAWN R. RHONE, AUDITOR

BY _____, DEPUTY
 DATE _____



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



Consent No. 3

Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 25, 2019
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief of Police J. Ziegler
PRESENTER: Chief of Police J. Ziegler
SUBJECT: NDDOT Traffic Safety Contract No. 12191184

STATEMENT/PURPOSE: Consider approval of the Traffic Safety Contract between the City of Mandan and the North Dakota Department of Transportation concerning the state's Annual Highway Safety Plan.

BACKGROUND/ALTERNATIVES: The Mandan Police Department has participated for a number of years in programs relating to the Safety Plan. These programs are Occupant Protection (Click it or Ticket), Alcohol Enforcement (Impaired Driving) and Distracted Driving. This contract is for the time period of October 1, 2019 through September 30, 2020. The contract lays out the regulations and guidelines for participation in the programs. It sets the dates for each program. It details the amounts the Mandan Police Department has been awarded for reimbursement for the cost of officer participation in each program.

ATTACHMENTS: Contact with appendixes and attachments, including signing page.

FISCAL IMPACT: Reimbursement to the City of Mandan for up to \$11, 200.00 for costs of participation in the program.

STAFF IMPACT: Police staff to work enforcement activities

LEGAL REVIEW: Reviewed by City Attorney

RECOMMENDATION: To approve the NDDOT Traffic Safety Contract No. 12191184

SUGGESTED MOTION: Move to approve the NDDOT Traffic Safety Contract No. 12191184

**North Dakota Department of Transportation
TRAFFIC SAFETY CONTRACT**

Federal Award and Subrecipient Information

CFDA No.: 20.616 and 20.600

CFDA Title: National Priority Safety Programs and State and Community Highway Safety

Federal Agency Telephone: 720-963-3100
Federal Agency Email: NHTSA.region8@dot.gov

Awarding Federal Agency: National Highway Traffic Safety Administration
Federal Agency Contact Information: Gina Espinosa-Salcedo

Award Name: Click It or Ticket
FAIN No.: 69A3751930000405bNDL

Federal Award Date: 2019
Total Federal Award Amount: \$4,750

Award Name: Alcohol Enforcement
FAIN No.: 69A3751930000405dNDM

Federal Award Date: 2019
Total Federal Award Amount: \$3,200

Award Name: Distracted Driving
FAIN No.: 69A37519300004020ND0

Federal Award Date: 2019
Total Federal Award Amount: \$3,250

NDDOT Program Manager (PM): Sandy Wilson
NDDOT PM Telephone: 701-328-2899
NDDOT PM Email: swilson@nd.gov

Subrecipient Name: City of Mandan
Subrecipient DUNS No.: 022227719
Applicant Agency: Mandan Police Department

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Mandan Police Department, hereinafter referred to as the Contractor, whose address is 205 First Avenue, Northwest, Mandan, North Dakota 58854.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Annual Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

I.

The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

II.

The term of this contract shall begin October 1, 2019, and shall end September 30, 2020.



III.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$11,200. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

IV.

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

V.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

VI.

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

VII

The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

VIII.

Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

IX.

The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and



transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

X.

The Contractor must have a seat belt use policy, a drug and alcohol driving policy, and a distracted driving/texting policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

XI.

Termination:

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms,



and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

XII.

The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

XIII.

The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

XIV.

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XV.

The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

XVI.

The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

XVII.

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.



XVIII.

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX.

The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

XX.

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

XXI.

No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

XXII.

All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.



EXECUTED the date last be

MUST BE SIGNED BY CITY MAYOR



**SIGN
& DATE**

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

TITLE

DATE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

**NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Karin Mangan
SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

Karin Mangan
SIGNATURE

9-9-19
DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 8-17



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 5-09



**AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN**

APPENDIX A CONTENTS

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BACKGROUND

North Dakota launched the Vision Zero initiative with a goal to eliminate motor vehicle crash fatalities and serious injuries on North Dakota roads. As a partner in the Vision Zero initiative you can assist to achieve the goal of zero fatalities and serious injuries. The Vision Zero goal is not only attainable, it is vital because every life matters.

The North Dakota Department of Transportation's (NDDOT) Safety Division receives federal funds through the National Highway Traffic Safety Administration (NHTSA) to reduce motor vehicle crash fatalities and serious injuries. Funding is provided to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the annual Highway Safety Plan (HSP). This contract will assist to achieve the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public's knowledge and understanding of roadway safety and strategies.

The purpose of this contract is to provide funding to the **Mandan Police Department** (hereinafter referred to as Contractor) to:

- Participate in statewide occupant protection (OP) enforcement programs (see page 2 for program requirements)
- Participate in statewide impaired driving (ID) enforcement programs, including sobriety checkpoints and saturation patrols (see page 3 for program requirements)
- Participate in statewide distracted driving (DD) enforcement program (see page 6 for program requirements)

OCCUPANT PROTECTION (OP) ENFORCEMENT

PROJECT NO. PHSP0P2005-05-11

SCOPE OF WORK

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase OP use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

The Contractor may **only** work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.
- Ensure that all officers working the overtime grant funding for OP have completed the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

IMPAIRED DRIVING (ID) ENFORCEMENT

PROJECT NO. PHSPID2010-02-11

SCOPE OF WORK

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter ID through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

The Contractor is required to work during the scheduled ID enforcement periods as outlined in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period of the contract period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per enforcement period, with the exception of the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Conduct a minimum of four shifts (no minimum number of hours per shift) during the dates identified as the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every five years. The Contractor must provide verification of the completed training upon request by the Safety Division for each officer conducting overtime enforcement through the grant.
- Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the Contractor's jurisdiction. Data indicates this would typically be at night on weekends and holidays, or during special community events justifying the need for additional traffic enforcement. Some jurisdictions may have varying times based on demographics (e.g., college communities).
- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.

- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

DISTRACTED DRIVING (DD) ENFORCEMENT

PROJECT NO. PHSPDD2011-02-08

SCOPE OF WORK

The DD enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.

- Issue Citations – **not warnings** – when observing a driver violating North Dakota’s DD law. This is to assure the integrity of the DD message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, “Enforcement Log Due Date.” *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, “Reimbursement Voucher Due Date.”
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

REPORTING AND AUDIT REPORTING / ALL PROJECTS

Reporting

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Safety Division per the schedule referenced in the previous OP, ID, and DD enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.

Because the OP, ID, and DD enforcement programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Safety Division immediately.

Audit Reporting

A non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F. A financial audit is sufficient if the non-federal entity expends less than \$750,000.

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS / ALL PROJECTS***NDDOT Responsibilities***

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

Reimbursement

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate (58 cents per mile).

At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.

The final reports/vouchers for all projects are due no later than November 14, 2020. ***Vouchers received after November 14, 2020, will not be reimbursed.***

Other Requirements

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting. *Funds for programs and services provided through this grant are intended to supplement, not supplant, other state or local funding sources.* Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of state, local, or federally-recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Safety Division.

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET**PROJECT NO. PHSPOP2005-05-11 / CFDA NO. 20.616**

DIRECT COSTS		
Overtime wages		\$4,500
Mileage		<u>\$ 250</u>
PROJECT TOTAL		<u>\$4,750</u>

Participation		
Federal	100%	\$4,750
State	-	
Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET**PROJECT NO. PHSPID2010-02-11 / CFDA NO. 20.616**

DIRECT COSTS		
Overtime wages		\$3,000
Mileage		<u>\$ 200</u>
PROJECT TOTAL		<u>\$3,200</u>

Participation		
Federal	100%	\$3,200
State	-	
Local	-	

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET**PROJECT NO. PHSPDD2011-02-08 / CFDA NO. 20.600**

DIRECT COSTS		
Overtime wages		\$3,000
Mileage		<u>\$ 250</u>
PROJECT TOTAL		<u>\$3,250</u>

Participation		
Federal	100%	\$3,250
State	-	
Local	-	

ATTACHMENT 1

OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
November 1 – Dec. 12, 2019	12/19/2019	01/31/2020
May 18 – May 31, 2020	06/05/2020	07/10/2020
July 1 – August 13, 2020	08/17/2020	09/30/2020

* May 20 – May 31, 2020 is the National Click or Ticket It Campaign. (CIOT)*

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

IMPAIRED DRIVING (ID) ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
Dec. 13, 2019 – January 31, 2020	02/06/2020	03/31/2020
March 1 – 31, 2020	04/06/2020	05/31/2020
August 14 – Sept. 1, 2020 *DSOGPO*	09/04/2020	10/31/2020

* August 14 - September 1, 2020, is the National Drive Sober or Get Pulled Over Campaign. DSOGPO requires a minimum of 4 shifts to be worked.

A minimum of 2 shifts are required during the other ID enforcement periods.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

DISTRACTED DRIVING (DD) ENFORCEMENT DATES

<u>Enforcement Dates</u>	<u>Enforcement Log Due Date</u>	<u>Reimbursement Voucher Due Date</u>
April 1 – 30, 2020	05/06/2020	06/30/2020
September 1 – 30, 2020	10/03/2020	10/31/2020

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Please refer to the Contract for full Scope of Work.

**Certifications and Assurances
for Fiscal Year 2020 Highway Safety Grants
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)**

[The Governor's Representative for Highway Safety must sign these Certifications and Assurances each fiscal year. Requirements that also apply to subrecipients are noted under the applicable caption, and must be included in agreements with subrecipients.]

State: North Dakota

By applying for Federal grants under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office, through the Governor's Representative for Highway Safety, agrees to the following conditions and requirements.

GENERAL CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that—

- I have reviewed the information in support of the State's application for 23 U.S.C. Chapter 4 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.
- In addition to the certifications and assurances contained in this document, I am aware and I acknowledge that each statement in the State's application bearing the designation "CERTIFICATION" or "ASSURANCE" constitutes a legal and binding Certification or Assurance that I am making in connection with this application.
- As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to—
 - 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
 - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
 - 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
 - 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award. If NHTSA seeks clarification of the State's application, I authorize the State Highway Safety Office to provide additional information in support of the State's application for a 23 USC Chapter 4 and Section 1906 grant.

SECTION 402 CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that—

- The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
- The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
- At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
- The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
- The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
- The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;

- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
- The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
- The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

In my capacity as Governor's Representative for Highway Safety, I—
[CHECK ONLY ONE]

certify that automated traffic enforcement systems are not used on any public road in the State;

OR

am unable to certify that automated traffic enforcement systems are not used on any public road in the State, and therefore the State will conduct a survey meeting the requirements of 23 U.S.C. 402(c)(4)(C) AND will submit the survey results to the NHTSA Regional Office no later than March 1 of the fiscal year of the grant.

OTHER REQUIRED CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following additional certifications and assurances:

Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;

- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

Nondiscrimination

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);

- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns

its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buy America Act
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

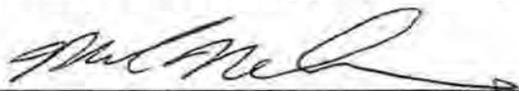
Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.



 Signature Governor's Representative for Highway Safety

06/28/2019

 Date

Mark Nelson

 Printed Name of Governor's Representative for Highway Safety



LOCAL PERMIT OR CHARITY LOCAL PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 17928 (10/2012)

Type: Local Permit * Charity Local Permit

Permit Number
2019-40

Name of Organization Bismarck Mandan Youth Bowling Boosters Inc		Date(s) Authorized (Read instruction 2)	
Contact Person Karl Olsen	Business Phone Number (701) 391-1238	10/1/2019 Beginning	to 10/8/2019 Ending
Mailing Address 3327 Memorial Hwy	City Mandan	State ND	Zip Code 58554-0000
Site Name Midway Lanes	Site Address 3327 Memorial Hwy		
City Mandan	State ND	ZIP Code 58554-0000	County Morton County
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*			
Restriction:			
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event.			
Date 9/26/2019	Signature of <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor 	Printed Name of City or County Auditor Lori Flaten	Auditor Telephone Number (701) 667-3455

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

cut along this line

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

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



Board of City Commissioners

Agenda Documentation

MEETING DATE:	October 1, 2019
PREPARATION DATE:	September 26, 2019
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 property outside of city limits but within the city's one mile extraterritorial zone. The property is described as Lot 1, Block 1 of the Haff Addition located in the SW ¼ of Section 1; Twp 138N; Rng 81W. Parcel ID is 300309700.

This property is about 2,800 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.

Board of City Commissioners Agenda Documentation

Meeting Date: October 1, 2019

Subject: Rural Water Service Allowance

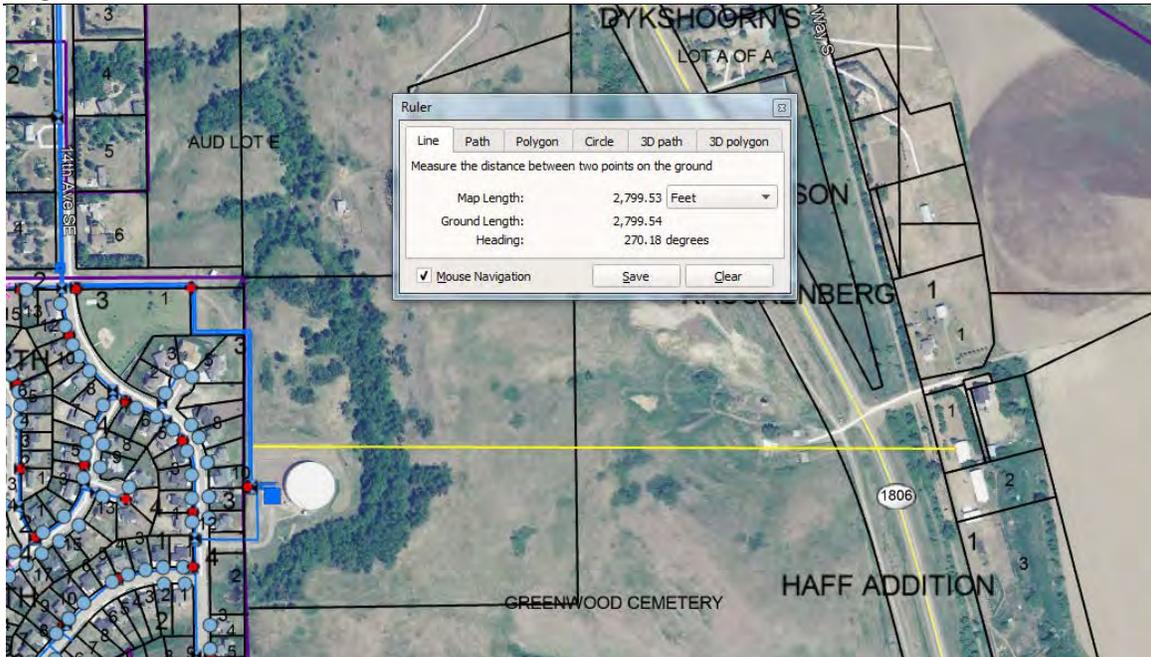
Page 2 of 3

RECOMMENDATION:

Recommend allowing Missouri West to serve County Parcel #300309700 with rural water.

SUGGESTED ACTION:

Move to approve the requests made by Missouri West to allow them to serve County Parcel #300309700 with rural water.



Hi Jim,

Missouri West Water has received application to provide water service within one mile of the Mandan City limits. On behalf of the applicant we are requesting to serve this property.

The property is Lot 1, Block 1 of the Haff Addition located in the SW $\frac{1}{4}$ of Section 1; Twp 138N; Rng 81W. Parcel ID is 300309700.

Thank you,

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



PROCLAMATION

CAREERS IN CONSTRUCTION MONTH

WHEREAS, Careers in Construction Month is an annual month designated to help increase public awareness of the opportunities available in construction trades professions.

WHEREAS, during this month, employers, associations and schools are encouraged to conduct job fairs, panel discussions, and local community events to inform students of the vast employment opportunities in construction:

WHEREAS, the construction industry in one of our nation's largest industries, employing more than 5 million individuals in the U.S.;

WHEREAS, we are pleased to honor the construction trades professional and critical role they play in the development of Mandan, North Dakota;

WHEREAS, through a collaborative effort that reaches policymakers as well as local educators and high school students, our goal is to effectively address some of the issues that have contributed to chronic labor shortages and misperceptions of careers in construction, to develop a skilled workforce for the future;

WHEREAS, the Bismarck-Mandan Home Builders Association is committed to future builders through an annual Scholarship Program administered by Bismarck State College, the Kids Build Mandan event and more;

NOW THEREFORE, I, TIMOTHY A. HELBLING, President of the Board of City Commissioners of the City of Mandan, do hereby proclaim October 2019 as Careers in Construction Month. I urge all citizens to join me in this special observance.

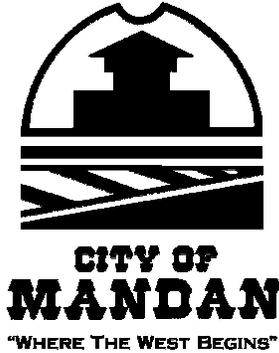
Dated this 1st day of October, 2019.

Timothy A. Helbling, President,
Board of City Commissioners

Attest:

James Neubauer City Administrator





Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 30, 2019
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Southside Change Order No. 9

STATEMENT/PURPOSE: Change Order No. 9 of the Southside reconstruction project, for commission's info. Consistent with our change order policy, any change order that is of a value of more than \$25K and less than \$50K is to be approved by the City Administrator and brought to City Commission as an information item.

BACKGROUND/ALTERNATIVES: This change order is necessary in order to install water and sewer service lines to the new Public Works shop addition. As such, it will not be included in the assessment amount going to the property owners of the Southside SID, but rather will be paid for with the same funds that are covering the Public Works site.

ATTACHMENTS:
1. Change Order No. 9

FISCAL IMPACT: \$49,900 as part of the Public Works Expansion.

STAFF IMPACT: Minimal

LEGAL REVIEW: These documents have been forwarded to the City Attorney for his review.

RECOMMENDATION: N/A, information item.

SUGGESTED MOTION: N/A, information item.

Board of City Commissioners
 Agenda Documentation
 Meeting Date: October 1, 2019
 Subject: Southside Change Order No. 9
 Page 2 of 3



Change Order No. 9

Date of Issuance:	September 25, 2019	Effective Date:	
Owner:	City of Mandan	Owner's Contract No.:	
Contractor:	Mariner Construction a Division of Strata	Contractor's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	20301
Project:	Roadway Reconstruction and Rehabilitation	Contract Name:	Street Improvement District 213, Project 2018-07

The contract is modified as follows upon execution of this Change Order:
 Description: This Change Order includes the addition of sanitary sewer and water system infrastructure to serve the new public works facility being built. This will include extending sewer/water infrastructure into the site ahead of street paving.

Attachments: Exhibit A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price \$ <u>5,430,437.05</u>	Original Contract Times: Substantial Completion: June 30, 20 <u>20</u> <u>9F</u> Ready for Final Payment: July 15, 20 <u>20</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : \$ <u>79,343.86</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>5,509,780.91</u>	Contract Times prior to this Change Order: Substantial Completion: June 30, 20 <u>20</u> <u>9F</u> Ready for Final Payment: July 15, 20 <u>20</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>49,863.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>5,559,643.91</u>	Contract Times with all approved Change Orders: Substantial Completion: June 30, 20 <u>20</u> <u>9F</u> Ready for Final Payment: July 15, 20 <u>20</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Sr. Proj. Mgr.</u>	Title: <u>City Administrator</u>	Title: _____
Date: <u>9/25/19</u>	Date: <u>9-27-19</u>	Date: _____
Approved by Funding Agency (if applicable)		
By: _____	Date: _____	
Title: _____		

CONTRACT CHANGE ORDER FORM

DEPARTMENT

Contract between the City of Mandan and Mariner Construction, a Division of Strata

Contract Number: 2018-07, SID 213 Change Order Number: 9

Project/Subproject: Southside SID Original Contract Amt: \$5,430,437.05

Project Description: Streets, alleys and Storm sewer improvements throughout the Southside area.

Previous Contract Amount: \$5,509,780.91

Change Order Amount: \$49,863.00

Original Contract Date: July 15, 2020 Change in Contract Timeline: 0 Days

Within Project Scope: Y / N Within Project Funding: Y / N

Type of Change Order:

Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues, and building inspector changes.

Design-related Change Order: These change orders include unforeseen conditions that affect the appearance, layout, functionality, dimensions, and/or quality of the project.

Emergency Field Condition Change Orders: These change orders include any condition that causes an emergency situation where safety or other immediate losses may occur.

Other: _____
(describe)

Project Manager (Department Head) Signature (<\$25,000): _____
Date

ADMINISTRATION

City Administrator Signature (<\$50,000):  9-27-19
Date

Add to Commission Consent Agenda

COMMISSION APPROVAL

Commission Approval Date: _____

Attach Minutes for Commission Approval

Fiscal

Comments: _____

TO ALL DEPARTMENTS: Please attach a copy of the change order.



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: October 1, 2019
SUBMITTING DEPARTMENT: Public Works – Street
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz – Director of Public Works
SUBJECT: Consider purchasing 3 wheel mechanical sweeper

STATEMENT/PURPOSE: To consider purchasing a Global M3 street sweeper using the Sourcewell National Purchasing contract

BACKGROUND/ALTERNATIVES: As part of the 2020 Budget process, the Budget and Finance Committee approved the purchase of an additional 3 wheel mechanical sweeper. Staff met with various manufactures and recommends purchasing another Global M3 mechanical three wheel sweeper. We are requesting the approval of this purchase now in 2019 to secure a machine prior to an anticipated price increase in 2020. It should be noted that we expect delivery and payment of the machine to occur in the year 2020. This will bring our fleet of sweepers to three.

ATTACHMENTS: Quote from Swanston Equipment

FISCAL IMPACT: \$200K – 2020 Street Department Capital Outlay 100.131.62114

STAFF IMPACT: Staff will coordinate with vendor

LEGAL REVIEW: Attorney Brown’s Office has reviewed

RECOMMENDATION: To allow for the purchase of a Global M3 Mechanical Sweeper

SUGGESTED MOTION: I make a motion to allow Public Works to purchase a Global M3 mechanical sweeper as budgeted in the 2020 Budget



Swanston Equipment

3450 W. Main Ave, Fargo, ND 58103
 Phone 701-293-7325 Fax 701-293-9468
 www.swanston.com

DATE: OCTOBER 1, 2019

EXPIRATION DATE OCTOBER 15, 2019

TO Mr. Mitch Bitz
 Mandan Public Works
 411 6th Ave SW
 Mandan, ND 58554
 701-390-3207

*New Global M3 Street Sweeper

SALESPERSON	PAYMENT TERMS	DUE DATE
Rodney	Invoiced after Jan 1, 2020	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1 each	New 2019 Global M3 mechanical street sweeper including all standard equipment plus the following options: elevator/hopper flusher, GB speed control, right in-cab GB tilt, rear hopper lift switch, dock bumpers, Centri pre-cleaner, AM/FM/CD, aux power source, high back air ride seat, cab strobe w/guard, rear strobes in rear towers	\$199,500	\$199,500
1 each	1 year parts & labor - machine 2 year/2000 hr parts & labor JD engine 2000 hr sprocket warranty 1000 hr dirt shoe warranty		
1 each	Delivered to Mandan, ND		
1 each	Operator training and start up		
	All Pricing Using The National Sourcewell Contract		
TOTAL			\$199,500

Quotation prepared by: *Rodney Mess*

This is a quotation on the goods named, subject to the conditions noted below: **Delivery of 60-90 days ARO.**

To accept this quotation, sign here and return: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1st 2019
PREPARATION DATE: September 27th 2019
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Shawn Ouradnik, Building Official
PRESENTER: Shawn Ouradnik
SUBJECT: Update to City Commission about property at 210 5th St NW

STATEMENT/PURPOSE: Update on the progress of the sale of the property at 201 5th St. NW Mandan ND. I am asking for guidance from the commission on how to proceed with the RFP we notices for earlier this year.

BACKGROUND/ALTERNATIVES: This property is being purchased by Jack Freidt from Kristi Sample. Jack will be demolishing the old house and all structures on the property, cleaning up the site, and building a new home.

ATTACHMENTS: Statement from Jack and Marie Freidt, Letter from Legacy Law Firm, Letter signed by Jack Freidt and Kristi Sample

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: All items sent to city attorney for review

RECOMMENDATION: I recommend the commission allow Mr. Freidt to continue with his plans for the lot.

SUGGESTED MOTION:

In reference to lot at 210 5th Ave Nw.

Closing date on the property has delayed because of probate, so as soon as that is complete we will schedule a closing date. Work on updating abstract ,and tile is almost comple.

Demolition will begin as soon as all updates are done, and will be complete in 45 days after we sign papers.

Conditional to weather, if probate is not complete till after snow or in middle of winter it will take longer for demolition and cleanup.

9-17-19

Jack and Marie Freidt

Daniel A. Anderson
Jared L. Knoll
Mathew S. Menge
Kyle Weinberger



2610 Old Red Trail, Ste C
Box 835

Mandan, ND 58554

September 16th, 2019

Whomever it may concern:

Re: Probate of Virgil R. Sample

My name is Kyle Weinberger and I have been contacted regarding the Probate of a Mr. Virgil R. Sample. It is my understanding that the purpose of this Probate is to have Real Property currently held in Mr. Sample's name to be distributed in the Probate after appointment of a Personal Representative.

Please contact me with any questions you may have.

Sincerely,



Kyle Weinberger
Bar ID:09049
Legacy Law Firm, PLLP
P.O. Box 835
Mandan, ND 58554
(701)-354-4004
kyle@legacylawfirmpllp.com

In reference to the property at 210 5th Ave NW in Mandan ND. Christie Sample has given Jack Freidt permission to secure and clean the property. Permission includes:

- Placing a gate/chain at the entrance of the property to keep trespassers off the property
- Board up the house to prevent trespassers from entering the home
- Place temporary pole for electricity to the property
- Clean up and dispose of any or all of the garbage outside of the home

Kristi Sample

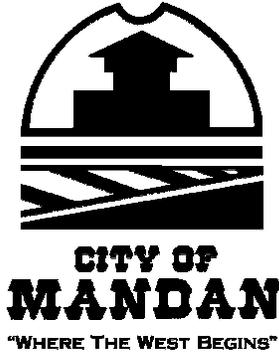
KS Christie Sample

Kristi

JR Freidt

9-27-19

Jack Freidt



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 24, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, Engineering and Planning Director
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Consider acceptance of offer for purchase Lot 5A, Block 1, Roughrider Estates Pioneer Replat

STATEMENT/PURPOSE: Consider acceptance of offer for the purchase of Lot 5A, Block 1, Roughrider Estates Pioneer Replat.

BACKGROUND/ALTERNATIVES: Justin Rieniets has provided an offer of \$1,000 for the purchase of Lot 5A, Block 1, Roughrider Estates Pioneer Replat. The list price was \$1,000.

The property is located in Roughriders subdivision in the far northwest of the City.

Roughriders has several properties where the backyards have come back to the city for failure to pay taxes. This appears to be unintentional for several property owners and the platting processes that have exacerbated this problem are no longer in practice at the city.

The property owner desires to have ease of mind that what they consider their backyard is reflected by deeds.

There is no specials balance for the property.

Engineering and Planning is recommending approval of this offer. The property is currently not generating any tax revenue and has no operational value to the City.

City Commissioners may accept, reject, or counter the offer provided by Mr. Rieniets.

ATTACHMENTS:

Exhibit 2 – Purchase Agreement from Justin Rieniets

Board of City Commissioners

Agenda Documentation

Meeting Date: October 1, 2019

Subject: Consider acceptance of offer for purchase of Lot 5A, Block 1, Roughrider Estates Pioneer Replat.

Page 2 of 2

FISCAL IMPACT: Positive – Both from tax revenue following transfer of property to private ownership and the monies received from its sale.

STAFF IMPACT: Minimal

LEGAL REVIEW: This staff report and attachments have been reviewed and approved by City Attorney Brown.

RECOMMENDATION: Engineering and Planning recommend approval of the purchase agreement as presented in Exhibit 1.

SUGGESTED MOTION(S): I move to approve the purchase agreement from Justin Rieniets for Lot 5A, Block 1, Roughrider Estates Pioneer Replat as presented in Exhibit 1.

EXHIBIT 1

LAND ONLY PURCHASE AGREEMENT # 404316DS



PAGE 1

This form is approved by the Bismarck Mandan Board of REALTORS® which disclaims and liability out of use or misuse of this form.

Date 09/09/2019 MLS Listing # 404316 Page 1 of 6 Pages

GOVERNING LAW This agreement shall be governed by, construed and interpreted in accordance with the laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which the property is located.

References to "day" or "days" in this Purchase Agreement shall be construed as business days. Business days are defined as Monday through Friday, excluding Federal and State holidays.

Time is of the essence in this Purchase Agreement.

ENTIRE AGREEMENT: This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between Seller(s) and Buyer(s) and supersedes any other written or oral agreements between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s).

Buyer(s) Justin Rieniets has/have agreed to pay One Thousand Dollars (\$ 1,000.00)

for the Property at: Street Address 5A Wagonwheel CI NW

City of Mandan County of Morton State of ND Zip 58554

Legally described as: LOT 5A, BLOCK 1, ROUGHRIDER EST PIONEER REPLAT

The sum of One Thousand Dollars (\$ 1,000.00) has been received from Buyer(s) by (Checkone): Check Cash EFT/ACH as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or to be deposited after accepted agreement, in the trust account of Oaktree Realtors, (Checkone): Listing Buyer Broker or to be returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ _____ due on _____. Financing, if any, shall be as follows: cash purchase

PRE-APPROVAL: Buyer(s) shall provide Seller(s) within --- days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement. If financing fails after the contingency completion date, earnest money shall be released: to Buyer to Seller Other Agreement: _____; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.

This sale includes the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and trees; and the following personal property: _____

The following personal property is excluded: _____

Seller(s) agrees to remove all debris and all personal property not included herein from the Property by possession date. Includes all government payment, lease, or rental fees received between (date) _____ and (date) _____ unless specified as follows: closing.

Homeowner association dues, rents, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between parties as of closing.

Buyer(s) Initials: JR Date: 09:45 AM CDT Seller(s) Initials: _____ Date: _____ (Rev. 10/18)

LAND ONLY PURCHASE AGREEMENT # 404316DS



PAGE 2

59 REAL ESTATE TAXES, based on the most current certified tax information available, shall be prorated between Seller(s) and
60 Buyer(s) as of closing, 20. Buyer(s) is advised to verify all tax information.

61
62 SPECIAL ASSESSMENTS shall be paid as follows: Annual Installments: Estimated annual installment due for the year of
63 closing shall be paid by: (Check one): [X] Buyer(s) and Seller(s) shall prorate as of the date of closing or [] Seller(s) shall
64 pay on date of closing. Buyer(s) is advised to verify all special assessments information.

65
66 UNPAID BALANCE: (Check one): [X] Buyer(s) shall assume or [] Seller(s) shall pay on the date of closing the balance of
67 special assessments as of the date of closing. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid special
68 assessments payable therewith and thereafter, for which the payment is not otherwise provided. No representations have been
69 made concerning the amount of subsequent real estate taxes or special assessments, including but not limited to assessments for
70 completed special improvements, which have not been certified for collection.

71
72 Buyer is aware that there may be new public improvement projects, the cost of which may be assessed against the
73 property. Seller agrees to promptly notify Buyer of any such notice received between the date of this agreement and the
74 date of closing.

75
76 CLOSING AND POSSESSION: The date of closing shall be ~~10/09/2019~~ October 31, 2019 JR
77 Seller shall deliver possession of property on ~~10/09/2019~~ October 31, 2019 JR

78
79 Settlement fee to be paid by (Check one): [X] Buyer(s) [] Seller(s) [] Other: . Settlement and commitment
80 fees as defined by VA to be paid by the Seller on VA Financing. Buyer(s) agrees to allow the purchase price to be part of the
81 Multiple Listing Service database and grants permission to use of the information by MLS participants and related government
82 entities for comparable sales reports and statistics.

83
84 DEED/MARKETABLE TITLE: Upon performance by Buyer(s), Seller(s) shall deliver a warranty deed (Warranty
85 Deed unless otherwise specified), conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and
86 federal regulations; (B) Restrictions relating to use or improvement of the Property; (C) Installments of special assessments or
87 assessments for completed special improvements which have not been certified to the County Auditor for collection. (D) Prior
88 reservation of any mineral rights; (E) Utility and drainage easements; (F) Rights of tenants as follows (unless specified, not subject to
89 tenancies):

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91
92

93
94 (G) Others (must be specified in writing):
95
96

97
98 MINERALS: In accordance with North Dakota Century Code 47-40-24, unless specifically excluded, Minerals and Royalties transfer
99 with the surface estate; and, in accordance with North Dakota Century Code 47-40-25 the Gravel, Clay and Scoria transfer with the
100 surface estate unless specifically reserved by name in deed, grant, or conveyance. Buyer(s) and Seller(s) are advised to seek independent
101 legal counsel regarding any reservation of minerals and to address such reservations in a separate agreement or addendum.

102
103 TITLE AND EXAMINATION: Seller(s), at Seller(s)'s expense, shall furnish an updated abstract of title to the property certified to
104 date, compiled pursuant to the NDLTA Abstracting Standards Manual (02/01/06) OR an ALTA Standard Coverage Owner's title policy,
105 insuring the buyer's interest in the property in the amount of the sales price. If, after examination, Seller(s)'s title is not insurable or
106 free of defects and cannot be made so by Closing, then at Buyer's option, this purchase agreement shall be terminated and the earnest
107 money shall be refunded to Buyer(s). However, Buyer(s) may waive defects and elect to purchase. Seller to pay Abstracting Fees and
108 Owner's Policy of Title Insurance as applicable. Buyers to pay Searching Fees, Attorney's Title Examination Fee, and Lender Policy
109 of Title Insurance.

110
111 ENVIRONMENTAL CONCERNS: To the best of the Seller(s)'s knowledge, there are no hazardous substances or underground
112 storage tanks unless otherwise noted in Purchase Agreement.

113
114 RISK OF LOSS: If there is any loss or damage to the Property between the date hereof and the date of closing for any reason,
115 including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller(s). If the Property is
116 destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer(s)'s
117 option, and the earnest money shall be refunded to Buyer(s).

118
119 Buyer(s) Initials: JR Date: 09:45 AM CDT Seller(s) Initials: Date: (Rev. 10/18)



120 INSPECTIONS: Seller(s) shall make the Property available for all inspections and tests upon reasonable notice by Buyer(s).

121
122 SQUARE FOOTAGE AND/OR ACREAGE: Buyer(s) is aware that any reference to the square footage and/or acreage of the
123 Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a material
124 matter to the Buyer(s), it must be verified by the Buyer(s).

125
126 SELLER(S) WARRANTIES:
127 Seller(s) warrants that building(s), if any, is/are, or will be, constructed entirely within the boundary lines of the Property.
128 Seller(s) warrants that there is a right of access to the Property from a public right of way.
129 Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees; and
130 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days immediately preceding the closing, used in
131 connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
132 Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or
133 regulation for a condition that remains uncorrected, or any other notice from any governmental authority regarding the subject
134 Property.
135 Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or
136 authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to
137 Buyer(s) promptly.
138 Seller(s) warrants that the Property is directly connected to: City Sewer: yes no Well: yes no
139 Water system is: City Rural. If rural, will membership be transferred? yes no N/A

140
141 FINAL WALK THROUGH: The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a final
142 walk through of the Property for the purpose of determining that the Property is in substantially the same condition as on the date
143 of acceptance of the contract. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of any
144 liability.

145
146 BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS: Buyer(s) is advised by Broker to obtain
147 inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult
148 government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of the
149 Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of
150 potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s) harmless from all
151 liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. The inspection period is
152 the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item warranted
153 by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and does not notify the Seller(s) in writing
154 of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects in the
155 Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of all reports
156 concerning the Property obtained by Buyer(s).

157
158 MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual
159 offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney
160 General's web site at <http://www.sexoffender.nd.gov/>.

161
162 DEFAULT: If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to
163 complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing date, whichever is later,
164 then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties agree the
165 calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that the amount of
166 liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this Agreement
167 thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other remedies including but not
168 limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this Agreement, fails, neglects or
169 refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to, specific
170 performance of this Agreement. A claim of either party for specific performance, or the Seller(s)'s claim to the earnest money as
171 liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after scheduled date of
172 closing; further, unless the Seller, delivers copies of documents evidencing the Seller's commencement of legal proceedings to
173 claim the earnest money to the Broker who has possession of the earnest money within said three-month time period, then the
174 Broker, who has possession of the earnest money, shall be authorized to return the earnest money to the Buyer, free of any claim
175 by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an
176 election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to,
177 specific performance.

178
179
180 Buyer(s) Initials: IR Date: 09/10/2018 09:45 AM CDT Seller(s) Initials: _____ Date: _____ (Rev. 10/18)



181 **CONTINGENCIES:** All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject to
 182 the satisfaction of those contingencies which are initialed below by both parties.

184 **Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) NA (contingency completion date), all**
 185 **contingencies agreed to in items 1 through 10 below shall be addressed to completion. The party with the option to terminate**
 186 **shall in no event have less than 48 hours from receipt of required information/documentation to give notice of**
 187 **termination, even if the contingency completion date is extended as a result.**

189 Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the purchase
 190 agreement; said option to be exercised by giving written notice by the contingency completion date. If such written notice is
 191 given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written notice is not
 192 given by the contingency completion date by a party which had the option to terminate the purchase agreement, then the option to
 193 terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See "Default" section.)

BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.	BUYER(S) INITIALS	SELLER(S) INITIALS
1. PROPERTY CONDITION STATEMENT: Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.		
2. INSPECTIONS: Buyer to complete inspections of Buyer(s) choice. If Buyer does not approve the results of the inspections, Buyer has the option to terminate this purchase agreement. Inspections and tests to be conducted at Buyer's Expense : (check all that apply): Septic System <input type="checkbox"/> Well <input type="checkbox"/> Other <input type="checkbox"/>		
3. FLOOD PLAIN: Buyer(s) to obtain flood plain verification. If Buyer does not approve the results of the flood plain verification, Buyer has the option to terminate this purchase agreement.		
4. LEASES: Seller(s) shall provide copies of current leases to Buyer. If Buyer does not approve the leases, Buyer has the option to terminate this purchase agreement.		
5. REGISTERED SEX OFFENDERS: Buyer(s) investigation of the possible presence of registered sex offenders in the vicinity of the property. If Buyer does not approve the findings regarding registered sex offenders, Buyer has the option to terminate this purchase agreement.		
6. RESTRICTIONS AND COVENANTS: Buyer(s) review of any government and/or private use restrictions and restrictive covenants. If Buyer does not approve the use restrictions or covenants, Buyer has the option to terminate this purchase agreement.		
7. WATER QUALITY TESTS: Buyer(s) obtain water quality tests, at Buyer(s) expense. If Buyer does not approve the results of the water quality tests, Buyer has the option to terminate this purchase agreement.		
8. SURVEY: Buyer(s) shall obtain a survey of the property, conducted at (check one): <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the results of the survey, Buyer has the option to terminate this purchase agreement.		
9. PLANS AND PERMITS: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer does not obtain said plans and permits, Buyer has the option to terminate this purchase agreement.		
10. SOIL TESTS: Buyer(s) to obtain soil tests and percolation tests at <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.		

194 **OTHER CONTINGENCIES:**

196 **A. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase is contingent on the property appraising at or above the agreed upon purchase price.
 197 If this contingency fails, Buyer(s) has the option to terminate this purchase agreement.

199 **B. 24/48/72 HOUR CONTINGENCY ADDENDUM: (check one)** **does** **does not apply** (see **attached addendum** made a part of this
 200 contract, if applicable).

202 **C. CLOSING OF BUYER'S PROPERTY:** (This provision to be used if Buyer's property is under contract at the time of offer): **(check one)** **does**
 203 **does not apply** Buyer's obligation to purchase is contingent on closing of Buyer's property at (address)
 204 _____ Buyer(s) to provide written evidence within _____ days
 205 showing that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of this Purchase
 206 Agreement. If Buyer(s) fails to provide such written evidence, the Seller(s), within _____ days following the deadline set forth in the previous
 207 sentence, may elect to terminate this Agreement, with earnest money to be returned to the Buyer(s).

209 Buyer(s) Initials: IR Date: 09:45 AM CDT Seller(s) Initials: _____ Date: _____ (Rev. 10/18)



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PLEASE NOTE: Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone lines, connecting fees, curb cuts, and tree planting.

SPECIAL CONDITIONS:
- Any and all abstract or owner's title policy fees shall be furnished at the buyer's expense.

RELEASE OF BROKER(S): Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage, acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, wind damage, hail damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or any other material matters relating to the Property.

AGENCY DISCLOSURE: Darren Schmidt (Agent Broker)
Brokerage Oaktree Realtors
Stipulates that she/he is representing the (Check one): Seller(s) Buyer(s) Neither Party Both Parties in this transaction. The listing agent or broker stipulates that she/he is representing the Seller(s) in this transaction.

APPOINTED AGENCY: Applies to in-house transactions only. Appointed agency (Check one): Does Does Not apply. If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get permission from parties to act.

~~**DUAL AGENCY REPRESENTATION:** Dual agency representation (Check one): Does Does Not apply in this transaction. If dual agency does not apply, skip this entire section. If dual agency does apply, all parties must sign at the end of this section. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party.
Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:
(1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;
(3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and
with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in the transactions.~~

Buyer(s) Signature	Date	Seller(s) Signature	Date
<u>Justin Rieniets</u>			
Buyer(s) Signature	Date	Seller(s) Signature	Date

Buyer(s) Initials: JR Date: 08/10/2019 09:45 AM CDT Seller(s) Initials: _____ Date: _____ (Rev. 10/18)



268 This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered in person, by mail,
269 or facsimile, and received by Buyer(s)'s Agent by (date) _____ at (time) _____ (Checkone): am
270 pm CT, or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed withdrawn and
271 the Buyer(s)'s earnest money shall be returned.

272	<i>Justin Rieniets</i>	09/10/2019 09:45 AM CDT	_____	_____
273	Buyer's Signature	Date	Buyer's Signature	Date
274	Justin Rieniets			
275	_____		_____	
276	Address		Address	
277	_____		_____	
278	City, State, Zip		City, State, Zip	
279	_____		_____	
280				
281				

ACCEPTANCE

282 A Counter Offer(s) (Check one): Is Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s) must
283 sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the provisions
284 of the Counter Offer shall be controlling.

285
286
287 The Listing Broker, or, if applicable, Seller's Appointed Agent is representing (check one): the Seller(s) exclusively; or
288 both the Buyer(s) and Seller(s).

289 Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: _____

290
291
292
293 Brokerage: _____ Telephone: _____

294 The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s)
295 Agent or, if the Buyer is not represented by an agent, to the Buyer.

296 The undersigned agree to sell the Property on the terms and conditions herein stated.

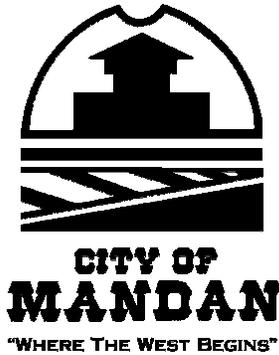
297	_____	_____	_____	_____
298	Seller's Signature	Date	Seller's Signature	Date
299	_____		_____	
300	Seller's Name Printed		Seller's Name Printed	
301	_____		_____	
302	Seller's Address		Seller's Address	
303	_____		_____	
304	City, State, Zip		City, State, Zip	
305	_____		_____	
306				
307				

308 Marital status (**REQUIRED** by Title companies): _____

309
310 **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL, TAX, OR**
311 **STRUCTURAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

312 ©BISMARCK MANDAN BOARD OF REALTORS® MEMBER USE ONLY

(REV. 10/18)



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 24, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, Engineering and Planning Director
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Consider acceptance of offer for purchase Lot 1A, Block 1, Roughrider Estates Pioneer Replat

STATEMENT/PURPOSE: Consider acceptance of offer for the purchase of Lot 1A, Block 1, Roughrider Estates Pioneer Replat.

BACKGROUND/ALTERNATIVES: Geoffrey S Pitman has provided an offer of \$200 for the purchase of Lot 1A, Block 1, Roughrider Estates Pioneer Replat. The list price was \$1,000.

The property is located in Roughriders subdivision in the far northwest of the City.

Roughriders has several properties where the backyards have come back to the city for failure to pay taxes. This appears to be unintentional for several property owners and the platting processes that have exacerbated this problem are no longer in practice at the city.

The property owner desires to have ease of mind that what they consider their backyard is reflected by deeds.

A specials balance payoff through September 30, 2019 of \$443.79 exists on the property. Per the purchase agreement, following proration for this year's installment, the buyers will be responsible for the remaining balance.

Engineering and Planning is recommending countering this offer to cover the administrative costs of processing the review of city-owned property, property listing and presentation before City Commission, and the unpaid taxes for holding the property. The acceptance of \$200 may also set a precedent for the other properties in roughriders that have come to the City under similar circumstances. This occurred with another listing near 5th St. NW which referenced a previously accepted offer to come up with its own offer.

Board of City Commissioners

Agenda Documentation

Meeting Date: October 1, 2019

Subject: Consider acceptance of offer for purchase of Lot 1A, Block 1, Roughrider Estates Pioneer Replat.

Page 2 of 2

City Commissioners may accept, reject, or counter the offer provided by Mr. Pitman.

ATTACHMENTS:

Exhibit 1 – Purchase Agreement from Geoffrey S Pitman.

FISCAL IMPACT: Positive – Both from tax revenue following transfer of property to private ownership and the monies received from its sale.

STAFF IMPACT: Minimal

LEGAL REVIEW: This staff report and attachments have been reviewed and approved by City Attorney Brown.

RECOMMENDATION: Engineering and Planning recommend countering the offer to a purchase price of \$1,000.

SUGGESTED MOTION(S): I move to counter the offer to a purchase price of \$1,000, a quitclaim deed in lieu of a warranty deed, and the closing date on or before October 31, 2019.

EXHIBIT 1

LAND ONLY PURCHASE AGREEMENT # 404308DS



PAGE 1

This form is approved by the Bismarck Mandan Board of REALTORS® which disclaims any liability out of use or misuse of this form.

Date 9-9-19 MLS Listing # 404308 Page 1 of 6 Pages

GOVERNING LAW This agreement shall be governed by, construed and interpreted in accordance with the laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which the property is located.

References to "day" or "days" in this Purchase Agreement shall be construed as business days. Business days are defined as Monday through Friday, excluding Federal and State holidays.

Time is of the essence in this Purchase Agreement.

ENTIRE AGREEMENT: This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between Seller(s) and Buyer(s) and supersedes any other written or oral agreements between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s).

Buyer(s) Geoffrey S Pitman has/have agreed to pay two hundred dollars Dollars (\$ 200.00)

for the Property at: Street Address 1A Homestead Pl NW

City of Mandan County of Morton State of ND Zip 58554

Legally described as: Lot 1A, Block 1, Roundhider estate Pioneer Replat

The sum of two hundred Dollars (\$ 200) from Buyer(s) by (Check one):
 Check Cash EFT/ACH as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or EM will be delivered once agreement is accepted in the trust account of Cal-tree Realtors, (Check one): Listing Buyer Broker or to be returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ _____ due on _____, Financing, if any, shall be as follows: Cash purchase

PRE-APPROVAL: Buyer(s) shall provide Seller(s) within — days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement.

If financing fails after the contingency completion date, earnest money shall be released: to Buyer _____ to Seller _____ Other Agreement: _____; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.

This sale includes the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and trees; and the following personal property: _____

The following personal property is excluded: _____

Seller(s) agrees to remove all debris and all personal property not included herein from the Property by possession date. Includes all government payment, lease, or rental fees received between (date) _____ and (date) _____ unless specified as follows: closing

Homeowner association dues, rents, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between parties as of closing

Buyer(s) Initials: GP Date: 9/9/19 Seller(s) Initials: _____ Date: _____ (Rev. 10/18)

LAND ONLY PURCHASE AGREEMENT # 404308 DS



PAGE 2

REAL ESTATE TAXES, based on the most current certified tax information available, shall be prorated between Seller(s) and Buyer(s) as of closing, 20 . Buyer(s) is advised to verify all tax information.

SPECIAL ASSESSMENTS shall be paid as follows: **Annual Installments:** Estimated annual installment due for the year of closing shall be paid by: (Check one): Buyer(s) and Seller(s) shall prorate as of the date of closing or Seller(s) shall pay on date of closing. Buyer(s) is advised to verify all special assessments information.

UNPAID BALANCE: (Check one): Buyer(s) shall assume or Seller(s) shall pay on the date of closing the balance of special assessments as of the date of closing. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid special assessments payable therewith and thereafter, for which the payment is not otherwise provided. No representations have been made concerning the amount of subsequent real estate taxes or special assessments, including but not limited to assessments for completed special improvements, which have not been certified for collection.

Buyer is aware that there may be new public improvement projects, the cost of which may be assessed against the property. Seller agrees to promptly notify Buyer of any such notice received between the date of this agreement and the date of closing.

CLOSING AND POSSESSION: The date of closing shall be on or before ~~10-9-19~~ 10-31-19.
Seller shall deliver possession of property on ~~10-9-19~~ 10-31-19.
Settlement fee to be paid by (Check one): Buyer(s) Seller(s)
Other: quit claim. Settlement and commitment fees as defined by VA to be paid by the Seller on VA Financing. Buyer(s) agrees to allow the purchase price to be part of the Multiple Listing Service database and grants permission to use of the information by MLS participants and related government entities for comparable sales reports and statistics.

DEED/MARKETABLE TITLE: Upon performance by Buyer(s), Seller(s) shall deliver a ~~warranty~~ quit claim deed (Warranty Deed unless otherwise specified), conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the Property; (C) Installments of special assessments or assessments for completed special improvements which have not been certified to the County Auditor for collection. (D) Prior reservation of any mineral rights; (E) Utility and drainage easements; (F) Rights of tenants as follows (unless specified, not subject to tenancies):

(G) Others (must be specified in writing):

MINERALS: In accordance with North Dakota Century Code 47-40-24, unless specifically excluded, Minerals and Royalties transfer with the surface estate; and, in accordance with North Dakota Century Code 47-40-25 the Gravel, Clay and Scoria transfer with the surface estate unless specifically reserved by name in deed, grant, or conveyance. Buyer(s) and Seller(s) are advised to seek independent legal counsel regarding any reservation of minerals and to address such reservations in a separate agreement or addendum.

TITLE AND EXAMINATION: Seller(s), at Seller(s)'s expense, shall furnish an updated abstract of title to the property certified to date, compiled pursuant to the NDLTA Abstracting Standards Manual (02/01/06) OR an ALTA Standard Coverage Owner's title policy, insuring the buyer's interest in the property in the amount of the sales price. If, after examination, Seller(s)'s title is not insurable or free of defects and cannot be made so by Closing, then at Buyer's option, this purchase agreement shall be terminated and the earnest money shall be refunded to Buyer(s). However, Buyer(s) may waive defects and elect to purchase. Seller to pay Abstracting Fees and Owner's Policy of Title Insurance as applicable. Buyers to pay Searching Fees, Attorney's Title Examination Fee, and Lender Policy of Title Insurance.

ENVIRONMENTAL CONCERNS: To the best of the Seller(s)'s knowledge, there are no hazardous substances or underground storage tanks unless otherwise noted in Purchase Agreement.

Buyer(s) Initials: CSA Date: 9/19/19 Seller(s) Initials: _____ Date: _____ (Rev. 10/18)

LAND ONLY PURCHASE AGREEMENT # 404308DS

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RISK OF LOSS: If there is any loss or damage to the Property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller(s). If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer(s)'s option, and the earnest money shall be refunded to Buyer(s).

INSPECTIONS: Seller(s) shall make the Property available for all inspections and tests upon reasonable notice by Buyer(s).

SQUARE FOOTAGE AND/OR ACREAGE: Buyer(s) is aware that any reference to the square footage and/or acreage of the Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a material matter to the Buyer(s), it must be verified by the Buyer(s).

SELLER(S) WARRANTIES:

Seller(s) warrants that building(s), if any, is/are, or will be, constructed entirely within the boundary lines of the Property.

Seller(s) warrants that there is a right of access to the Property from a public right of way.

Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees; and 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days immediately preceding the closing, used in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or regulation for a condition that remains uncorrected, or any other notice from any governmental authority regarding the subject Property.

Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to Buyer(s) promptly.

Seller(s) warrants that the Property is directly connected to: City Sewer: yes * no Well: yes * no
Water system is: * City Rural. If rural, will membership be transferred? yes no * N/A

FINAL WALK THROUGH: The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a final walk through of the Property for the purpose of determining that the Property is in substantially the same condition as on the date of acceptance of the contract. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of any liability.

BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS: Buyer(s) is advised by Broker to obtain inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of the Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s) harmless from all liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. The inspection period is the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item warranted by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and does not notify the Seller(s) in writing of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects in the Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of all reports concerning the Property obtained by Buyer(s).

MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney General's web site at <http://www.sexoffender.nd.gov/>.

DEFAULT: If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing date, whichever is later, then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties agree the calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that the amount of liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this Agreement thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other remedies including but not limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this Agreement, fails, neglects or refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to, specific performance of this Agreement. A claim of either party for specific performance, or the Seller(s)'s claim to the

Buyer(s) Initials: Date: Seller(s) Initials: Date: (Rev. 10/18)

LAND ONLY PURCHASE AGREEMENT # 40430805



PAGE 4

179 earnest money as liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after
 180 scheduled date of closing; further, unless the Seller, delivers copies of documents evidencing the Seller's commencement of
 181 legal proceedings to claim the earnest money to the Broker who has possession of the earnest money within said three-month
 182 time period, then the Broker, who has possession of the earnest money, shall be authorized to return the earnest money to the
 183 Buyer, free of any claim by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the
 184 default shall not constitute an election of remedies by either party or prejudice their rights to pursue any and all other remedies
 185 including, but not limited to, specific performance.

186
 187 **CONTINGENCIES:** All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject to
 188 the satisfaction of those contingencies which are initialed below by both parties.

189
 190 **Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) N/A (contingency completion date),**
 191 **all contingencies agreed to in items 1 through 10 below shall be addressed to completion. The party with the option to**
 192 **terminate shall in no event have less than 48 hours from receipt of required information/documentation to give notice**
 193 **of termination, even if the contingency completion date is extended as a result.**

194
 195 Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the
 196 purchase agreement; said option to be exercised by giving written notice by the contingency completion date. If such written
 197 notice is given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written
 198 notice is not given by the contingency completion date by a party which had the option to terminate the purchase agreement,
 199 then the option to terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See
 200 "Default" section.)

BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.			BUYER(S) INITIALS	SELLER(S) INITIALS
1. PROPERTY CONDITION STATEMENT: Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.				
2. INSPECTIONS: Buyer to complete inspections of Buyer(s) choice. If Buyer does not approve the results of the inspections, Buyer has the option to terminate this purchase agreement. Inspections and tests to be conducted at Buyer's Expense : (check all that apply): Septic System Well Other				
3. FLOOD PLAIN: Buyer(s) to obtain flood plain verification. If Buyer does not approve the results of the flood plain verification, Buyer has the option to terminate this purchase agreement.				
4. LEASES: Seller(s) shall provide copies of current leases to Buyer. If Buyer does not approve the leases, Buyer has the option to terminate this purchase agreement.				
5. REGISTERED SEX OFFENDERS: Buyer(s) investigation of the possible presence of registered sex offenders in the vicinity of the property. If Buyer does not approve the findings regarding registered sex offenders, Buyer has the option to terminate this purchase agreement.				
6. RESTRICTIONS AND COVENANTS: Buyer(s) review of any government and/or private use restrictions and restrictive covenants. If Buyer does not approve the use restrictions or covenants, Buyer has the option to terminate this purchase agreement.				
7. WATER QUALITY TESTS: Buyer(s) obtain water quality tests, at Buyer(s) expense. If Buyer does not approve the results of the water quality tests, Buyer has the option to terminate this purchase agreement.				
8. SURVEY: Buyer(s) shall obtain a survey of the property, conducted at (check one): ___ Buyer's expense or ___ Seller's expense. If Buyer does not approve the results of the survey, Buyer has the option to terminate this purchase agreement.				
9. PLANS AND PERMITS: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer does not obtain said plans and permits, Buyer has the option to terminate this purchase agreement.				
10. SOIL TESTS: Buyer(s) to obtain soil tests and percolation tests at ___ Buyer's expense or ___ Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.				

201
 202 **OTHER CONTINGENCIES:**

203
 204 **A. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase is contingent on the property appraising at or above the agreed upon purchase
 205 price. If this contingency fails, Buyer(s) has the option to terminate this purchase agreement.

206
 207 **B. 24/48/72 HOUR CONTINGENCY ADDENDUM:** (check one) ___ does ___ does not apply (see attached addendum made a part of
 208 this contract, if applicable)

209 Buyer(s) Initials: GH Date: 9/1/14 Seller(s) Initials: _____ Date: _____ (Rev. 10/18)

LAND ONLY PURCHASE AGREEMENT # 404308 DS



PAGE 5

C. CLOSING OF BUYER'S PROPERTY: (This provision to be used if Buyer's property is under contract at the time of offer): (check one) does does not apply Buyer's obligation to purchase is contingent on closing of Buyer's property at (address) _____ Buyer(s) to provide written evidence within _____ days showing that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of this Purchase Agreement. If Buyer(s) fails to provide such written evidence, the Seller(s), within _____ days following the deadline set forth in the previous sentence, may elect to terminate this Agreement, with earnest money to be returned to the Buyer(s).

PLEASE NOTE: Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone lines, connecting fees, curb cuts, and tree planting.

SPECIAL CONDITIONS:
Any and all abstracts or owner's policy fees shall be furnished at buyer's expense.

RELEASE OF BROKER(S): Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage, acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, wind damage, hail damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or any other material matters relating to the Property.

AGENCY DISCLOSURE: Danna Schmidt (Agent Broker)
Brokerage Odette Realtors
Stipulates that she/he is representing the (Check one): Seller(s) Buyer(s) Neither Party Both Parties in this transaction. The listing agent or broker stipulates that she/he is representing the Seller(s) in this transaction.

APPOINTED AGENCY: Applies to in-house transactions only. Appointed agency (Check one): Does Does Not apply. If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get permission from parties to act.

DUAL AGENCY REPRESENTATION: Dual agency representation (Check one): Does Does Not apply in this transaction. If dual agency does not apply, skip this entire section. If dual agency does apply, all parties must sign at the end of this section. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:
(1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;
(3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in the transactions.

Buyer(s) Signature _____ Date _____ Seller(s) Signature _____ Date _____
Buyer(s) Signature _____ Date _____ Seller(s) Signature _____ Date _____

Buyer(s) Initials: GM Date: 4/10/19 Seller(s) Initials: _____ Date: _____ (Rev 10/18)

LAND ONLY PURCHASE AGREEMENT # 40430805



PAGE 6

270 This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered in person, by
271 mail, or facsimile, and received by Buyer(s)'s Agent by (date) _____ at (time) _____ (Check one)
272 _____ am _____ pm CT, or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed
273 withdrawn and the Buyer(s)'s earnest money shall be returned.

274	<u>[Signature]</u>	<u>9/9/19</u>	_____	_____
275	Buyer's Signature	Date	Buyer's Signature	Date
276	_____	_____	_____	_____
277	Address	Address	Address	Address
278	_____	_____	_____	_____
279	City, State, Zip	City, State, Zip	City, State, Zip	City, State, Zip

282 **ACCEPTANCE**
283 A Counter Offer(s) (Check one): _____ Is _____ Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s)
284 must sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the
285 provisions of the Counter Offer shall be controlling.

286 The Listing Broker, or, if applicable, Seller's Appointed Agent is representing (check one): _____ the Seller(s) exclusively; or
287 _____ both the Buyer(s) and Seller(s).

288 Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: _____
289

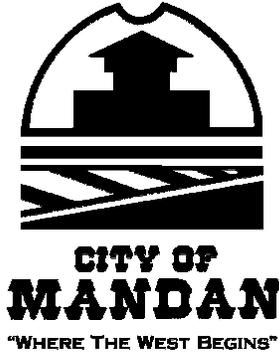
290 Brokerage: _____ Telephone: _____
291

292 The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s)
293 Agent or, if the Buyer is not represented by an agent, to the Buyer.

294 The undersigned agree to sell the Property on the terms and conditions herein stated.
295

296	_____	_____	_____	_____
297	Seller's Signature	Date	Seller's Signature	Date
298	_____	_____	_____	_____
299	Seller's Name Printed	Seller's Name Printed	Seller's Name Printed	Seller's Name Printed
300	_____	_____	_____	_____
301	Seller's Address	Seller's Address	Seller's Address	Seller's Address
302	_____	_____	_____	_____
303	City, State, Zip	City, State, Zip	City, State, Zip	City, State, Zip

304 Marital status (**REQUIRED** by Title companies): _____
305



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 24, 2019
SUBMITTING DEPARTMENT: Planning and Engineering
DEPARTMENT DIRECTOR: Justin Froseth, Engineering and Planning Director
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Consider acceptance of offer for purchase Lot 24, Block 2, Crown Point Subdivision.

STATEMENT/PURPOSE: Consider acceptance of offer for the purchase of Lot 24, Block 2, Crown Point Subdivision.

BACKGROUND/ALTERNATIVES: Geoffrey S Pitman has provided an offer of \$10,000 for the purchase of Lot 24, Block 2, Crown Point Subdivision. The list price was \$10,000.

The property is located southeast of the intersection of 47th Ave. NW and Old Red Trail. This lot is directly west of the lot currently owned by Mr. Roemmich and could be considered his side yard.

The property came to the city as part of a tax deed.

A specials balance payoff through September 30, 2019 of \$872.29 exists on the property. Per the purchase agreement, following proration for this year's installment, the buyers will be responsible for the remaining balance.

Engineering and Planning is recommending approval of this offer. The property is currently not generating any tax revenue and has no operational value to the City.

City Commissioners may accept, reject, or counter the offer provided by Mr. Pitman.

ATTACHMENTS:

Exhibit 1 – Purchase Agreement from Daniel Roemmich.

Board of City Commissioners

Agenda Documentation

Meeting Date: October 1, 2019

Subject: Consider acceptance of offer for purchase of Lot 24, Block 2, Crown Point Subdivision.

Page 2 of 2

FISCAL IMPACT: Positive – Both from tax revenue following transfer of property to private ownership and the monies received from its sale.

STAFF IMPACT: Minimal

LEGAL REVIEW: This staff report and attachments have been reviewed and approved by City Attorney Brown.

RECOMMENDATION: Engineering and Planning recommend approval of the offer for Lot 24, Block 2, Crown Point Subdivision as presented in Exhibit 1.

SUGGESTED MOTION(S): I move to approve the offer for the purchase of Lot 24, Block 2, Crown Point Subdivision as presented in Exhibit 1.

EXHIBIT 1

LAND ONLY PURCHASE AGREEMENT # 404314DS



PAGE 1

This form is approved by the Bismarck Mandan Board of REALTORS® which disclaims and liability out of use or misuse of this form.

Date 09/12/2019 MLS Listing # 404314 Page 1 of 6 Pages

GOVERNING LAW This agreement shall be governed by, construed and interpreted in accordance with the laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which the property is located.

References to "day" or "days" in this Purchase Agreement shall be construed as business days. Business days are defined as Monday through Friday, excluding Federal and State holidays.

Time is of the essence in this Purchase Agreement.

ENTIRE AGREEMENT: This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between Seller(s) and Buyer(s) and supersedes any other written or oral agreements between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s).

Buyer(s) Daniel Roemmich has/have agreed to pay Ten Thousand Dollars (\$ 10,000.00)

for the Property at: Street Address 4609 Old Red Trail NW

City of Mandan County of Morton State of ND Zip 58554

Legally described as: Lot 24, Block 2, Crown Point Subdivision

The sum of Five Hundred Dollars (\$ 500.00) has been received from Buyer(s) by (Checkone): Check Cash EFT/ACH as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or _____, in the trust account of Oaktree Realtors, (Checkone): Listing Buyer Broker or to be returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ _____ due on _____. Financing, if any, shall be as follows: _____

PRE-APPROVAL: Buyer(s) shall provide Seller(s) within --- days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement. If financing fails after the contingency completion date, earnest money shall be released: to Buyer to Seller Other Agreement: _____; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.

This sale includes the following property, if any, owned by Seller and used and located on said property: garden bulbs, plants, shrubs, and trees; and the following personal property: _____

The following personal property is excluded: _____

Seller(s) agrees to remove all debris and all personal property not included herein from the Property by possession date. Includes all government payment, lease, or rental fees received between (date) _____ and (date) _____ unless specified as follows: closing.

Homeowner association dues, rents, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between parties as of closing.

Buyer(s) Initials: DR Date: 09/16/2019 08:04 AM CDT Seller(s) Initials: _____ Date: _____ (Rev. 10/18)

LAND ONLY PURCHASE AGREEMENT # 404314DS



PAGE 2

59 REAL ESTATE TAXES, based on the most current certified tax information available, shall be prorated between Seller(s) and
60 Buyer(s) as of closing, 20 . **Buyer(s) is advised to verify all tax information.**

61
62 SPECIAL ASSESSMENTS shall be paid as follows: **Annual Installments:** Estimated annual installment due for the year of
63 closing shall be paid by: (Check one): Buyer(s) and Seller(s) shall prorate as of the date of closing or Seller(s) shall
64 pay on date of closing. **Buyer(s) is advised to verify all special assessments information.**

65
66 UNPAID BALANCE: (Check one): Buyer(s) shall assume or Seller(s) shall pay on the date of closing the balance of
67 special assessments as of the date of closing. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid special
68 assessments payable therewith and thereafter, for which the payment is not otherwise provided. No representations have been
69 made concerning the amount of subsequent real estate taxes or special assessments, including but not limited to assessments for
70 completed special improvements, which have not been certified for collection.

71
72 **Buyer is aware that there may be new public improvement projects, the cost of which may be assessed against the**
73 **property. Seller agrees to promptly notify Buyer of any such notice received between the date of this agreement and the**
74 **date of closing.**

75
76 CLOSING AND POSSESSION: The date of closing shall be 10/31/2019
77 Seller shall deliver possession of property on _____

78
79 Settlement fee to be paid by (Check one): Buyer(s) Seller(s) Other: _____ . Settlement and commitment
80 fees as defined by VA to be paid by the Seller on VA Financing. Buyer(s) agrees to allow the purchase price to be part of the
81 Multiple Listing Service database and grants permission to use of the information by MLS participants and related government
82 entities for comparable sales reports and statistics.

83
84 DEED/MARKETABLE TITLE: Upon performance by Buyer(s), Seller(s) shall deliver a warranty deed (Warranty
85 Deed unless otherwise specified), conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and
86 federal regulations; (B) Restrictions relating to use or improvement of the Property; (C) Installments of special assessments or
87 assessments for completed special improvements which have not been certified to the County Auditor for collection. (D) Prior
88 reservation of any mineral rights; (E) Utility and drainage easements; (F) Rights of tenants as follows (unless specified, not subject to
89 tenancies): _____

90
91 _____
92 _____

93
94 (G) Others (must be specified in writing): _____
95 _____
96 _____

97
98 MINERALS: In accordance with North Dakota Century Code 47-40-24, unless specifically excluded, Minerals and Royalties transfer
99 with the surface estate; and, in accordance with North Dakota Century Code 47-40-25 the Gravel, Clay and Scoria transfer with the
100 surface estate unless specifically reserved by name in deed, grant, or conveyance. Buyer(s) and Seller(s) are advised to seek independent
101 legal counsel regarding any reservation of minerals and to address such reservations in a separate agreement or addendum.

102
103 TITLE AND EXAMINATION: Seller(s), at Seller(s)'s expense, shall furnish an updated abstract of title to the property certified to
104 date, compiled pursuant to the NDLTA Abstracting Standards Manual (02/01/06) OR an ALTA Standard Coverage Owner's title policy,
105 insuring the buyer's interest in the property in the amount of the sales price. If, after examination, Seller(s)'s title is not insurable or
106 free of defects and cannot be made so by Closing, then at Buyer's option, this purchase agreement shall be terminated and the earnest
107 money shall be refunded to Buyer(s). However, Buyer(s) may waive defects and elect to purchase. Seller to pay Abstracting Fees and
108 Owner's Policy of Title Insurance as applicable. Buyers to pay Searching Fees, Attorney's Title Examination Fee, and Lender Policy
109 of Title Insurance.

110
111 ENVIRONMENTAL CONCERNS: To the best of the Seller(s)'s knowledge, there are no hazardous substances or underground
112 storage tanks unless otherwise noted in Purchase Agreement.

113
114 RISK OF LOSS: If there is any loss or damage to the Property between the date hereof and the date of closing for any reason,
115 including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller(s). If the Property is
116 destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer(s)'s
117 option, and the earnest money shall be refunded to Buyer(s).

118
119 Buyer(s) Initials: DR Date: 09/10/2019 08:04 AM CDT Seller(s) Initials: _____ Date: _____ (Rev. 10/18)



120 INSPECTIONS: Seller(s) shall make the Property available for all inspections and tests upon reasonable notice by Buyer(s).

121
122 SQUARE FOOTAGE AND/OR ACREAGE: Buyer(s) is aware that any reference to the square footage and/or acreage of the
123 Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a material
124 matter to the Buyer(s), it must be verified by the Buyer(s).

125
126 SELLER(S) WARRANTIES:
127 Seller(s) warrants that building(s), if any, is/are, or will be, constructed entirely within the boundary lines of the Property.
128 Seller(s) warrants that there is a right of access to the Property from a public right of way.
129 Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees; and
130 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days immediately preceding the closing, used in
131 connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
132 Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or
133 regulation for a condition that remains uncorrected, or any other notice from any governmental authority regarding the subject
134 Property.
135 Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or
136 authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to
137 Buyer(s) promptly.
138 Seller(s) warrants that the Property is directly connected to: City Sewer: yes no Well: yes no
139 Water system is: City Rural. If rural, will membership be transferred? yes no N/A

140
141 FINAL WALK THROUGH: The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a final
142 walk through of the Property for the purpose of determining that the Property is in substantially the same condition as on the date
143 of acceptance of the contract. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of any
144 liability.

145
146 BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS: Buyer(s) is advised by Broker to obtain
147 inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult
148 government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of the
149 Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for evaluation of
150 potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s) harmless from all
151 liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. The inspection period is
152 the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives any claim for an item warranted
153 by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and does not notify the Seller(s) in writing
154 of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from any liability for any defects in the
155 Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon receipt, at no cost, copies of all reports
156 concerning the Property obtained by Buyer(s).

157
158 MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual
159 offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney
160 General's web site at <http://www.sexoffender.nd.gov/>.

161
162 DEFAULT: If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to
163 complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing date, whichever is later,
164 then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties agree the
165 calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that the amount of
166 liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and this Agreement
167 thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other remedies including but not
168 limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this Agreement, fails, neglects or
169 refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including, but not limited to, specific
170 performance of this Agreement. A claim of either party for specific performance, or the Seller(s)'s claim to the earnest money as
171 liquidated damages, shall be waived, unless legal proceedings are commenced within three (3) months after scheduled date of
172 closing; further, unless the Seller, delivers copies of documents evidencing the Seller's commencement of legal proceedings to
173 claim the earnest money to the Broker who has possession of the earnest money within said three-month time period, then the
174 Broker, who has possession of the earnest money, shall be authorized to return the earnest money to the Buyer, free of any claim
175 by the Seller. Retention of earnest money in any Broker's trust account pending resolution of the default shall not constitute an
176 election of remedies by either party or prejudice their rights to pursue any and all other remedies including, but not limited to,
177 specific performance.

178
179
180 Buyer(s) Initials: DR Date: 08/16/2018 08:04 AM CDT Seller(s) Initials: _____ Date: _____ (Rev. 10/18)



181 **CONTINGENCIES:** All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject to
 182 the satisfaction of those contingencies which are initialed below by both parties.

183
 184 **Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) NA (contingency completion date), all**
 185 **contingencies agreed to in items 1 through 10 below shall be addressed to completion. The party with the option to terminate**
 186 **shall in no event have less than 48 hours from receipt of required information/documentation to give notice of**
 187 **termination, even if the contingency completion date is extended as a result.**

188
 189 Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the purchase
 190 agreement; said option to be exercised by giving written notice by the contingency completion date. If such written notice is
 191 given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written notice is not
 192 given by the contingency completion date by a party which had the option to terminate the purchase agreement, then the option to
 193 terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See "Default" section.)

BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.	BUYER(S) INITIALS	SELLER(S) INITIALS
1. PROPERTY CONDITION STATEMENT: Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.		
2. INSPECTIONS: Buyer to complete inspections of Buyer(s) choice. If Buyer does not approve the results of the inspections, Buyer has the option to terminate this purchase agreement. Inspections and tests to be conducted at Buyer's Expense : (check all that apply): Septic System <input type="checkbox"/> Well <input type="checkbox"/> Other <input type="checkbox"/>		
3. FLOOD PLAIN: Buyer(s) to obtain flood plain verification. If Buyer does not approve the results of the flood plain verification, Buyer has the option to terminate this purchase agreement.		
4. LEASES: Seller(s) shall provide copies of current leases to Buyer. If Buyer does not approve the leases, Buyer has the option to terminate this purchase agreement.		
5. REGISTERED SEX OFFENDERS: Buyer(s) investigation of the possible presence of registered sex offenders in the vicinity of the property. If Buyer does not approve the findings regarding registered sex offenders, Buyer has the option to terminate this purchase agreement.		
6. RESTRICTIONS AND COVENANTS: Buyer(s) review of any government and/or private use restrictions and restrictive covenants. If Buyer does not approve the use restrictions or covenants, Buyer has the option to terminate this purchase agreement.		
7. WATER QUALITY TESTS: Buyer(s) obtain water quality tests, at Buyer(s) expense. If Buyer does not approve the results of the water quality tests, Buyer has the option to terminate this purchase agreement.		
8. SURVEY: Buyer(s) shall obtain a survey of the property, conducted at (check one): <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the results of the survey, Buyer has the option to terminate this purchase agreement.		
9. PLANS AND PERMITS: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer does not obtain said plans and permits, Buyer has the option to terminate this purchase agreement.		
10. SOIL TESTS: Buyer(s) to obtain soil tests and percolation tests at <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.		

194 **OTHER CONTINGENCIES:**

195
 196 **A. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase is contingent on the property appraising at or above the agreed upon purchase price.
 197 If this contingency fails, Buyer(s) has the option to terminate this purchase agreement.

198
 199 **B. 24/48/72 HOUR CONTINGENCY ADDENDUM: (check one)** **does** **does not apply** (see **attached addendum** made a part of this
 200 contract, if applicable).

201
 202 **C. CLOSING OF BUYER'S PROPERTY:** (This provision to be used if Buyer's property is under contract at the time of offer): **(check one)** **does**
 203 **does not apply** Buyer's obligation to purchase is contingent on closing of Buyer's property at (address)
 204 _____ Buyer(s) to provide written evidence within _____ days
 205 showing that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of this Purchase
 206 Agreement. If Buyer(s) fails to provide such written evidence, the Seller(s), within _____ days following the deadline set forth in the previous
 207 sentence, may elect to terminate this Agreement, with earnest money to be returned to the Buyer(s).

208
 209 Buyer(s) Initials: DR Date: 08/10/2018 08:04 AM CDT Seller(s) Initials: _____ Date: _____ (Rev. 10/18)



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PLEASE NOTE: Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone lines, connecting fees, curb cuts, and tree planting.

SPECIAL CONDITIONS:
Any and all abstract or owner's policy fees shall be furnished at the buyer's expense.

RELEASE OF BROKER(S): Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage, acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, wind damage, hail damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or any other material matters relating to the Property.

AGENCY DISCLOSURE: Darren Schmidt (Agent Broker)
Brokerage Oaktree Realtors
Stipulates that she/he is representing the (Check one): Seller(s) Buyer(s) Neither Party Both Parties in this transaction. The listing agent or broker stipulates that she/he is representing the Seller(s) in this transaction.

APPOINTED AGENCY: Applies to in-house transactions only. Appointed agency (Check one): Does Does Not apply. If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get permission from parties to act.

~~**DUAL AGENCY REPRESENTATION:** Dual agency representation (Check one): Does Does Not apply in this transaction. If dual agency does not apply, skip this entire section. If dual agency does apply, all parties must sign at the end of this section. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party.
Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:
(1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;
(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;
(3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and
with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in the transactions.~~

Buyer(s) Signature	Date	Seller(s) Signature	Date
Daniel Roemmich			
Buyer(s) Signature	Date	Seller(s) Signature	Date

Buyer(s) Initials: DR Date: 08/16/2018 08:04 AM CDT Seller(s) Initials: _____ Date: _____ (Rev. 10/18)



268 This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered in person, by mail,
269 or facsimile, and received by Buyer(s)'s Agent by (date) _____ at (time) _____ (Checkone): am
270 pm CT, or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed withdrawn and
271 the Buyer(s)'s earnest money shall be returned.

272 *Daniel Roemmich*  09/16/2019
273 08:04 AM CDT

274 Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____

275 **Daniel Roemmich**

276 Address _____ Address _____

277 City, State, Zip _____ City, State, Zip _____

282 **ACCEPTANCE**

283 A Counter Offer(s) (Check one): Is Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s) must
284 sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the provisions
285 of the Counter Offer shall be controlling.

286
287 The Listing Broker, or, if applicable, Seller's Appointed Agent is representing (check one): the Seller(s) exclusively; or
288 both the Buyer(s) and Seller(s).

289 Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: **Darren Schmidt**

292 Brokerage: **Oaktree Realtors** Telephone: **(701)223-7422**

293 The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s)
294 Agent or, if the Buyer is not represented by an agent, to the Buyer.

295 The undersigned agree to sell the Property on the terms and conditions herein stated.

296
297
298
299 Seller's Signature _____ Date _____ Seller's Signature _____ Date _____

300 Seller's Name Printed _____ Seller's Name Printed _____

301 Seller's Address _____ Seller's Address _____

302 City, State, Zip _____ City, State, Zip _____

303
304
305
306
307 Marital status (**REQUIRED** by Title companies): _____

308
309 **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S). IF YOU DESIRE LEGAL, TAX, OR**
310 **STRUCTURAL ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

311 ©BISMARCK MANDAN BOARD OF REALTORS® MEMBER USE ONLY

(REV. 10/18)



Board of City Commissioners

Agenda Documentation

MEETING DATE: October 1, 2019
PREPARATION DATE: September 27, 2019
SUBMITTING DEPARTMENT: City Administrator
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER:
SUBJECT: Transfer of Class A and Class E Liquor License

STATEMENT/PURPOSE: All transfers of liquor licenses must be approved by the Board of City Commissioners at the time of application.

BACKGROUND/ALTERNATIVES: Applications and fees have been received and a background check has been run.

ATTACHMENTS: Liquor License application.

FISCAL IMPACT: \$300.00

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon the establishment meeting all Fire Code, Health & Safety Code, Building Inspections after the remodel has been completed and all property taxes paid

SUGGESTED MOTION: I would recommend the approval of the Class A and Class E liquor licenses transfers from Captain Freddy's to River Partners, Inc. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code, Building Inspection Codes and all property taxes and fees are paid.

**RESOLUTION APPROVING AIRPORT AUTHORITY BONDS
AND PLEDGING DEFICIENCY TAX LEVY**

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota (the “City”):

1. The Mandan Municipal Airport Authority (the “Authority”), plans to issue its Airport Revenue Bonds (the “Bonds”) in the estimated amount of \$850,000.
2. The purpose for which the Bonds are proposed to be issued is to (a) finance in part the construction, improvement and equipping of a twelve unit hanger for the storage of aircraft and aviation parts and equipment, and (b) refund the Authority’s Improvement Revenue Bond of 2008 and Improvement Revenue Bond of 2005.
3. Pursuant to the provisions of North Dakota Century Code Section 2-06-10(9), revenue bonds issued by an airport authority must be approved by the municipality, and must have the commitment of the municipality for the payment of any deficiency in airport authority funds to pay debt service on the revenue bonds.

BE IT FURTHER RESOLVED that the City approves the issuance of the Bonds.

BE IT FURTHER RESOLVED that the City covenants to levy a general tax upon all taxable property in the City for the payment of any deficiency in airport authority funds to pay debt service on the Bonds. The City may levy a general tax upon all taxable property in the City for the payment of any deficiency that is likely to occur within one year in airport authority funds to pay debt service on the Bonds. The taxes levied by the City for debt service on the Bonds are not subject to any limitation of rate or amount applicable to other City taxes.

BE IT FURTHER RESOLVED that prior to the issuance of the Bonds, the City may require that the Authority agree to provide for any deficiency in the debt service requirements for the Bonds from available funds, prior to notifying the City of the need for a deficiency tax levy.

Dated: October 1, 2019.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on October 1, 2019, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____