



AGENDA
MANDAN CITY COMMISSION
FEBRUARY 19, 2019
ED "BOSH" FROELICH MEETING ROOM,
MANDAN CITY HALL
5:00 P.M.
www.cityofmandan.com

-
- A. ROLL CALL:
1. Roll call of all City Commissioners
Presentation of retirement gift to Firefighter Bob Smith
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the minutes from the February 5, 2019 Board of City Commission Regular meeting
- D. PUBLIC HEARING:
1. First consideration of Ordinance 1306 related to backyard chickens
 2. First consideration of Ordinance 1291 related to fireworks sales and fireworks stands
 3. First consideration of Ordinance 1301 related to changes to the R3.2 Residential District
 4. First consideration of Ordinance 1299 related to crematoriums
 5. Conduct a public hearing to consider an appeal of the MARC decision on a mural at Many Visions located at 100 2nd Ave NW
- E. BIDS:
- F. CONSENT AGENDA:
1. Consider approval of monthly bills
 2. Consider approval of a charity raffle permit for the 31:8 Project at Midway Lanes on March 2, 2019
 3. Consider amending the Engineering Service Agreement with AE2S to include final design of Raw Water Intake
 4. Consider approval of minor plat of Ol' Town Second Addition
 5. Consider the following abatements for:
 - i. Morton County Water Resource District dba Missouri West Water System - 4302 30th Ave NW
 - ii. Brandon Charvat - Parcel # 65-5630000
 - iii. Eileen M & Bryan L Giese - 202 Collins Ave
 - iv. Lloyd Deringer - 1008 1st ST SE
 6. Consider approval for the Police Department to enter into a contract with Shallow Creek Kennels Inc. for the purchase of a narcotics detection/patrol police service dog and the training of the dog and handler
 7. Consider approval of 19th Street Trail project Cost Participation and Maintenance Agreement

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8. Consider Approval of the Police Department making grant application with the Office of Community Service Oriented Policing Services (COPS)
9. Consider approval of allowing the Police Department to assign Deputy Chief Bier to take on the duties of the fiscal officer for the ND Multijurisdictional Task Force Lottery Program Grant for the Metro Area Narcotics Task Force contingent on final approval by the ND Office of the Attorney General

G. OLD BUSINESS:

H. NEW BUSINESS:

1. Discuss potential Metropolitan Planning Organization (MPO) study opportunities in 2020
2. Consider the approval of plans and specifications, Engineers Report, and authorize the call for bids for the 2019 Municipal Sidewalk Improvement Project 2019-03
3. Legislative Update #3

I. RESOLUTIONS AND ORDINANCES:

1. First consideration of Ordinance No. 1307 to amend and re-enact the Mandan Code of Ordinances relating to Animals

J. OTHER BUSINESS:

K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. March 5, 2019
2. March 19, 2019
3. April 2, 2019 (Board of Equalization – recessing to April 16, 2019)

L. ADJOURN

The Mandan City Commission met in regular session at 5:30 p.m. on February 5, 2019 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. In the absence of Mayor Helbling Acting Chairman Rohr called the meeting to order.

A. ROLL CALL:

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

B. APPROVAL OF AGENDA:

Commissioner Braun moved to approve the Agenda. Commissioner Larsen seconded the motion. The motion received unanimous approval of the members present. The motion passed.

C. MINUTES:

1. *Consider approval of the minutes from the January 22, 2019 Board of City Commission Regular Meeting.* Commissioner Braun moved to approve the minutes as presented. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes. Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Absent. The motion passed.

D. PUBLIC HEARING:

1. *Conduct a Public Hearing to consider an appeal of the MARC decision on a mural at Many Visions located at 100 Second Ave NW.* Building Official Ouradnik reported that Bobby Cochran, the individual who filed the appeal, is not able to be present at this meeting. Mr. Cochran requested this matter be tabled until a later time. Acting Chairman Rohr stated that it would be important for the individual involved with this matter to be present.

Commissioner Braun motioned to table this matter until the next meeting. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Absent. The motion passed.

F. CONSENT AGENDA

1. *Consider approval of a charity raffle permit for the Mandan Soccer Club at the Mandan Soccer Complex for 6-3-19 to 6-28-2019.*
3. *Consider approval of the moving of liquor licenses for Edgar Oliveira. Moving Class A at Station West to Mandan Depot Bier Hall and move Class E from Mandan Depot Bier Hall to Station West.*
4. *Consider approval of a transfer of a Class D-1 Beer License due to ownership/acquisition of Missouri Valley Petroleum d/b/a Southside Amoco.*
5. *Consider setting a bid opening deadline for 2019 Street Improvement District projects by special assessment method.*

6. *Consider amendment to the Police Department's 2019 budget to allow a change to the Animal Control Officer position from full-time 30 hours per week to full-time 40 hours per week.*
7. *Consider a variance to our noise ordinance to allow for certain overnight construction activities related to the I-94 Resurfacing project.*
8. *Consider amendment to Municipal Street Lighting and Equipment Rental Agreement with Montana-Dakota Utilities Co.*

Commissioner Larson requested Consent Item No. 2 be removed for discussion. Commissioner Larson moved to approve the Consent Agenda items 1, 3, 4, 5, 6, 7 and 8 as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Absent. The motion passed.

2. *Removed for Discussion: Consider abatements: (i) Abatement for 304 10th Avenue NE Clooski Properties, LLP.* Commissioner Larson inquired on the sub one, it said the property was not offered for sale on the open market. They did have a separate appraisal company but it was not an open market sale. She inquired if the comps aligned with the adjustment in value? Assessor Markley replied that the appraisal was reviewed in depth and personally viewed the property. She also said she discussed it with the owner and explained that the adjustments were needed. *(ii) Abatement for 3202 Bay Shore Bend SE James T & Laurreta H Taylor.* Commissioner Larsen inquired where the rate on this property came from. Assessor Markley replied that they can have up to \$160,000 which is the max that they can get exempted out for a blind exemption.

Commissioner Larson moved to approve the Consent Agenda item No. 2 as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Absent. The motion passed.

G. OLD BUSINESS:

H. NEW BUSINESS:

1. *Consider proclaiming Mandan a Main Street community.*

Vice President Rohr presented for consideration a Proclamation for the City of Mandan to be a Main Street community in order to formally join the Governor's Main Street Initiative. The City of Mandan hosted a Governor's Main Street visit in May 2018. The Governor's Office and the ND Department of Commerce have been encouraging cities to make a formal commitment to affirm support for and strive toward the principles of the Main Street Initiative. The Commerce Department Community Engagement Manager Emily Brown reported that 16 communities have adopted proclamations.

Emily Brown, ND Department of Commerce, provided the following additional comments about the proclamation:

- It does not commit your community to anything. It is an informal commitment to improving local quality of life and pursuing a strong future.

-
- This Proclamation can help guide future policy decisions at the local level and can also build momentum within community improvement projects and other efforts.
 - It is also a show of support statewide for the types of programming, partnerships, and ideas related to Main Street Initiative.

Business Development and Communications Director Huber recommended approval of the Proclamation as proposed. She was available to answer questions.

Commissioner Davis commented that this Proclamation aligns with what the City of Mandan has been working on related to the Main Street Initiative. He stated that he believes this is a good move for the City of Mandan.

Commissioner Davis moved to approve the Main Street ND Proclamation for the City of Mandan. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Absent. The motion passed.

2. *2019 Legislative Update*

Administrator Neubauer presented a handout of the 2019 Legislative Bills pertinent to the City of Mandan. He explained that this report is informational only and it is updated on a daily basis. The bills of interest include the Prairie Dog Bill and that has not come out of committee yet. Bill 1375 is the one addressing requirements for declaring party affiliation. There was a lot of opposition to that bill. Bill 1379 would move the budgeting process up to be done by July 10th. This would become cumbersome process. Bill 1431 is the one that would carve out the City of Mandan from the SW Water Authority. Mandan has its own water plant. Bill 1474 would allow cities and counties to ask city residents to set a street maintenance fee to be utilized from taxes in lieu of special assessments. That is still in committee. Bill 2189 is the Board of Equalization meeting date change. Bill 2213 would make the Southwest Water Authority levy permanent and the City of Mandan is in opposition to that. He said that as the time approaches the crossover and bills get defeated, those bills will be eliminated from this report. However, sometimes bills might make it back after going through the other side.

Attorney Brown referred to Bill 2238. He said this is a bill that would give the City of Mandan or any other political sub division - who wanted to use eminent domain for acquiring a street right of way (example); Mandan would have to get the approval of Morton County. He reported that he has visited with Senator Cook via email about the reason for this bill and Senator Cook thought it had something to do with a jurisdictional dispute with some water district in another part of the state. In his opinion, he does not see any reason why Morton County would want to approve or disapprove, something the City is doing within the City limits. He said that he will provide updates as they become available.

(Regarding Bill 1375) Commissioner Larson commented that she believes it is important that the no-political connection at the local (government) level that has been presented, that it remain non-partisan.

I. RESOLUTIONS AND ORDINANCES

J. OTHER BUSINESS

K. ADJOURNMENT

There being no further actions to come before the Board of City Commissioners, Commissioner Braun moved to adjourn the meeting at 5:30 p.m. Commissioner Larson seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer
City Administrator

Tim Helbling
President, Board of City Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 7, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM,
SUBJECT: First Consideration of Ordinance 1306 Related to Backyard Chickens

STATEMENT/PURPOSE: Consider approval of first consideration of Ordinance 1306 related to the keeping of backyard chickens in the City of Mandan.

BACKGROUND/ALTERNATIVES: This ordinance is the product of several residents noting interest in housing chickens in town, more specifically a request by Travis Dengel who provided a brief presentation in Fall 2018.

Additional information was provided to Planning and Zoning Commission at another meeting including a brief survey of communities in North Dakota that allow chickens, the number allowed, and commonalities within the ordinances such as disallowing roosters (See Exhibit 2). Also provided were the benefits and consequences of permitting chickens and the means to mitigate negative impacts (See Exhibit 3).

Presently, the code does not allow chickens unless as part of a commercial-scale operation. The code as outlined in Exhibit 1 would allow up to four (4) chickens per lot with several restrictions to mitigate negative impacts to neighboring property owners.

A preliminary draft ordinance was constructed and sent to city departments and several other agencies for review as is typical for ordinances and development applications. Minor adjustments were made based on feedback from the Building Department, Public Works, and Morton County Planning and Zoning. Exhibit 1 is the ordinance following these minor adjustments.

Finally, Exhibit 4 provides an acknowledgement of understanding of the requirements and responsibilities which the applicant and owner will be required to sign prior to the issuance of a permit. This will help ensure compliance as permits are issued.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 19, 2018

Subject: First Consideration of Ordinance 1306 related to the Keeping of Backyard Chickens within the City of Mandan

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Planning and Zoning, through a split vote, recommended approval of Ordinance 1306 as presented in Exhibit 1 at the January 2019 meeting.

ATTACHMENTS:

Exhibit 1 – Ordinance #1306 – Backyard Chickens

Exhibit 2 – Sample of ND Ordinances

Exhibit 3 – Pros, Cons, & Means to Mitigate Negative Impacts

Exhibit 4 – Understanding of Requirements and Responsibilities

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: This document has been sent to Attorney Brown for his review.

RECOMMENDATION: The Engineering and Planning Department and Planning and Zoning Commission recommend approval of Ordinance 1306 as presented in Exhibit 1.

SUGGESTED MOTION: I move to approve Ordinance 1306 as presented in Exhibit 1.

ORDINANCE NO. 1306

An Ordinance to Amend and Re-enact Section 6-1-6 related to possession of animals and Enact Section 105-1-16 related to possession and care of chickens within city limits.

WHEREAS, Numerous Mandan residents have voiced interest in raising chickens for purposes of individual food production

WHEREAS, Many urban communities in the North Dakota and across the nation allow residents to keep chickens within city limits when meeting certain requirements

WHEREAS, Negative impacts stemming from the keeping of chickens can be mitigated through proper regulation and education

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

Section 1. Amended. Section 6-1-6 related to possession of animals is hereby amended to read as follows:

It is unlawful and is declared a nuisance for any person to keep, own, possess or have under his/her control any poultry within the city limits, with the exception of:

1. Commercial poultry hatcheries
2. As permitted in Section 105-1-16; or
3. As otherwise allowed by law

It shall also be unlawful and is declared a nuisance for any person to ~~or to~~ keep within the platted portion of the city any swine, ~~poultry~~, rabbits, cows or horses.

Section 2. Enacted. Section 105-1-16 related to possession and care of chickens within city limits:

Sec. 105-1-16 - Chickens

- (a) Purpose. It is the purpose of this section to regulate the keeping of chickens at an individual or household scale to promote the health, safety, and general welfare of the citizens of the city. This section in no way applies to commercial production and processing of poultry as regulated in Section 105-3.

- (b) Permit required. A renewable permit issued by the city planner or his/her designee shall be required prior to conducting any keeping of chickens at an individual or household scale. The permit shall be good for one calendar year as measured from the date of issuance and is tied to both the applicant and the land. Permits shall be non-transferrable.
- (c) Revocation. A permit may be revoked by the city planner or his/her designee for failure to comply with the requirements outlined in this section or any other local or state regulation governing keeping or cruelty to animals. Any person whose permit is revoked shall, within ten business days thereafter, humanely dispose of all chickens being owned, kept or harbored by such person, and no part of the application fee shall be refunded.
- (d) Appeal. The permittee may appeal the revocation or refusal of renewal of the permit by timely request for a hearing before the Board of City Commissioners. The request for hearing must be received by the city planner or his/her designee within ten business days following the date of the notice of revocation or refusal of renewal. The Board of City Commissioners shall hold a hearing on the permittee's request for hearing and shall render a final decision on the matter after said hearing.
- (e) Multiple Property Limitation. An applicant owning multiple properties abutting or in close proximity is limited to a single permit. The planner or his/her designee shall make the determination of what is considered "close proximity."
- (f) Application. An application for a permit shall include:
1. General form established by staff to capture applicant, property owner, and property information, including necessary signatures.
 2. Property owner and applicant, if different than the property owner, signed understanding of the requirements and responsibilities outlined in this section.
 3. Site plan illustrating:
 - a. Property lines and distance to proposed coop and run
 - b. Neighboring residence(s) location and distance to proposed coop and run
 - c. Type and style of back and side yard fence
 4. Construction drawings including at least one of the following:
 - a. Materials used in the construction of the coop and run
 - b. Diagram and illustration if provided in a prefabricated kit
 5. Fee. A non-refundable application fee as established by the Board of City Commissioners shall be required at the time of application. The Board of City Commissioners may establish a different fee to be applied to new applications and renewal applications.

(g) Late renewal applications not accepted. Late renewal applications shall be treated the same as new applications, including fee and submittal requirements.

(h) Definitions. The established definitions are for purposes of this section only. If any conflict exists with other sections of this code the more restrictive shall apply.

Brood means group of chickens, whether or not from the same hatching.

Brooding means the period in the animal's growth when supplemental heat must be provided due to the bird's inability to generate enough body heat.

Chicken means a domesticated fowl more formally known and scientifically classed as gallus gallus domesticus.

Coop means a fully enclosable, non-residential structure for housing chickens.

Exercise yard means a larger area that provides space for exercise and foraging for the birds when supervised.

Hen means a female chicken.

Rooster means a male chicken.

Run means a fully enclosed and covered area attached to a coop where the poultry can roam unsupervised.

(i) Standards

1. No more than four (4) hens shall be permitted on any one lot.

2. Roosters shall not be permitted. As soon as a rooster is identified it shall be culled from the brood.

3. The chickens, coop, and run, shall be located in the rear or side yard obscured from view from any street, trail, public park, or other right-of-way.

4. The coop dimensions shall total less than one-hundred-twenty (120) square feet.

5. Coop height as measured from the average ground elevation to the highest point on the coop shall not exceed eight (8) feet.

6. The coop shall be located no closer than ten (10) feet from the property line and no closer than twenty (20) feet from an adjacent property dwelling.

7. The coop shall be constructed in a manner which prevents rodent infiltration.

8. The coop shall be constructed to provide a minimum of four (4) square feet per chicken.
9. The run shall be constructed to provide a minimum of ten (10) square feet per chicken.
10. Chickens shall at no time be located off the property for which they have been permitted.
11. Coops and manure storage shall be kept 20 feet from streams, tributaries, ditches, storm water management facilities, drop inlets, or other storm drainage areas that would allow fecal matter to enter any city storm drainage system or stream. Dumping chicken manure into the city's storm drainage system is prohibited.
12. Except for chickens properly slaughtered for consumption, dead chickens must be disposed of within 24 hours after death. Legal forms of chicken carcass disposal include burial and off-site incinerate or rendering. All slaughtering of chickens shall be conducted so as not to be visible to the public or adjacent property owners and occupants.
13. All grain and food stored for the use of the chickens shall be kept in a rodent proof container.

Section 3. Sec. 6-1-6 is amended and re-enacted.

Section 4. Sec. 105-1-16 is enacted.

Timothy A. Helbling, President
Board of City Commissioners

Attest:

James Neubauer,
City Administrator

First Consideration:
Second Consideration and Final Passage:

February 19, 2019
March 5, 2019

EXHIBIT 2 - Sample of Communities in ND Allowing Chickens

Jurisdiction	Allowed	Approval Process	Maximum Number	Notes
City of Casselton, ND	Yes	City Council	2	Hens only
City of Jamestown, ND	Yes	Allowed by right	Not specified	Fowl in general allowed; enclosure at least 100' from any residence; Strict requirements within ordinance outline on how fowl need to be kept. Any deviation is a nuisance violation.
City of Wahpeton	Yes	Administrative Permit	6	Hens only; well-defined and organized ordinance
City of Park River, ND	Yes	Administrative Permit	8	Hens only; 75% of property owners within 200' of coop must approve.
City of Beach, ND	Yes	Allowed by right	Not specified	Odor or noise leads to nuisance violation
City of Bismarck, ND	Yes	Allowed by right	10	Limited to certain zoning districts in the ETA only; Proximity buffer to neighboring property structures of 150'
City of Fargo, ND	Yes	Administrative Permit	4	Hens only;

Exhibit 3 - Pros, Cons, and Means to Mitigate Negative Impacts

Brief Overview of Backyard Chickens

The Pros

Homegrown, organic food source

Provide education regarding the species and lessons on self-sustainability

Pest control – chickens feed on insects in the yard

Source of fertilizer for gardens

The Cons/Means to mitigate

Noise – chickens are animals and inherently make noise.

- Limitations on the quantity of chickens allowed can reduce the impact of noise. Roosters produce the most noise.
- Disallowing roosters will greatly assist with noise reduction from the activity.

Health issues – Chickens can attract rodents, produce a healthy supply of feces, and carry many strains of bacteria such as salmonella.

- Establishing setbacks from property lines will help ensure that impacts stemming from the activity will remain on site.
- Requiring specific dimensional standards per chicken will ensure adequate space is provided for each animal and the byproduct that it produces.
- Requiring construction materials that prevent rodent infiltration.
- Establishing a permitting process will help ensure that interested residents are educated on the expectations of upkeep and other limitations and requirements BEFORE choosing to pursue the activity.

Odor

- Quantity restrictions will help control the quantity of feces and other odorous byproducts.
- Minimum setbacks from adjacent property residences.
- Minimum lot size requirements or quantities based on lot size.

Visual

- Restrictions to heights of coops and other ancillary structures

EXHIBIT 4

Acknowledgement of Understanding of Requirements and Responsibilities

Read the following portion of the Mandan Municipal Code governing chickens. These regulations must be followed or the property owner(s) may be cited for a violation by code enforcement.

Sec. 105-1-16 - Chickens

- (a) Purpose. It is the purpose of this section to regulate the keeping of chickens at an individual or household scale to promote the health, safety, and general welfare of the citizens of the city. This section in no way applies to commercial production and processing of poultry as regulated in Section 105-3.
- (b) Permit required. A renewable permit issued by the city planner or his/her designee shall be required prior to conducting any keeping of chickens at an individual or household scale. The permit shall be good for one calendar year as measured from the date of issuance and is tied to both the applicant and the land. Permits shall be non-transferrable.
- (c) Revocation. A permit may be revoked by the city planner or his/her designee for failure to comply with the requirements outlined in this section or any other local or state regulation governing keeping or cruelty to animals. Any person whose permit is revoked shall, within ten business days thereafter, humanely dispose of all chickens being owned, kept or harbored by such person, and no part of the application fee shall be refunded.
- (d) Appeal. The permittee may appeal the revocation or refusal of renewal of the permit by timely request for a hearing before the Board of City Commissioners. The request for hearing must be received by the city planner or his/her designee within ten business days following the date of the notice of revocation or refusal of renewal. The Board of City Commissioners shall hold a hearing on the permittee's request for hearing and shall render a final decision on the matter after said hearing.
- (e) Multiple Property Limitation. An applicant owning multiple properties abutting or in close proximity is limited to a single permit. The planner or his/her designee shall make the determination of what is considered "close proximity."
- (f) Application. An application for a permit shall include:
 - 1. General form established by staff to capture applicant, property owner, and property information, including necessary signatures.
 - 2. Property owner and applicant, if different than the property owner, signed understanding of the requirements and responsibilities outlined in this section.

3. Site plan illustrating:
 - a. Property lines and distance to proposed coop and run
 - b. Adjacent residence location and distance to proposed coop and run
 - c. Type and style of back and side yard fence
4. Construction drawings including at least one of the following:
 - a. Materials used in the construction of the coop and run
 - b. Diagram and illustration if provided in a prefabricated kit
5. Fee. A non-refundable application fee as established by the Board of City Commissioners shall be required at the time of application. The Board of City Commissioners may establish a different fee to be applied to new applications and renewal applications.

(g) Late renewal applications not accepted. Late renewal applications shall be treated the same as new applications, including fee and submittal requirements.

(h) Definitions. The established definitions are for purposes of this section only. If any conflict exists with other sections of this code the more restrictive shall apply.

Brood means group of chickens, whether or not from the same hatching.

Brooding means the period in the animal's growth when supplemental heat must be provided due to the bird's inability to generate enough body heat.

Chicken means a domesticated fowl more formally known and scientifically classed as *gallus gallus domesticus*.

Coop means a fully enclosable, non-residential structure for housing chickens.

Exercise yard means a larger fenced area that provides space for exercise and foraging for the birds when supervised.

Hen means a female chicken.

Rooster means a male chicken.

Run means a fully enclosed and covered area attached to a coop where the poultry can roam unsupervised.

(i) Standards

1. No more than four (4) hens shall be permitted on any one lot.

2. Roosters shall not be permitted. As soon as a rooster is identified it shall be culled from the brood.
3. The chickens, coop, and run, shall be located in the rear or side yard obscured from view from any street.
4. The coop dimensions shall total less than one-hundred-twenty square feet.
5. Coop height as measured from the average ground elevation to the highest point on the coop shall not exceed five (5) feet.
6. The coop shall be located no closer than ten (10) feet from the property line and no closer than twenty (20) feet from an adjacent property dwelling.
7. The coop shall be constructed in a manner which prevents rodent infiltration.
8. The coop shall be constructed to provide a minimum of four (4) square feet per chicken.
9. The run shall be constructed to provide a minimum of ten (10) square feet per chicken.
10. Coops and manure storage shall be kept 20 feet from streams, tributaries, ditches, storm water management facilities, drop inlets, or other storm drainage areas that would allow fecal matter to enter any city storm drainage system or stream. Dumping chicken manure into the city's storm drainage system is prohibited.
11. Except for chickens properly slaughtered for consumption, dead chickens must be disposed of within 24 hours after death. Legal forms of chicken carcass disposal include burial and off-site incinerate or rendering. All slaughtering of chickens shall be conducted so as not to be visible to the public or adjacent property owners and occupants.
12. All grain and food stored for the use of the chickens shall be kept in a rodent proof container.

By signing below, you acknowledge that you understand the requirements outlined in Section 105-1-16 related to the keeping of chickens.

Applicant Signature: _____ Date: _____

**Property
Owner** Signature: _____ Date: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 7, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM, Principal Planner
SUBJECT: First Consideration of Ordinance 1291 Related to Sales of Fireworks and Fireworks Stands

STATEMENT/PURPOSE: Consider approval of first consideration of Ordinance 1291 related to the sales of fireworks and fireworks stands.

BACKGROUND/ALTERNATIVES: Fireworks sales around the City of Mandan have been contentious for both residents and retailers due in large part to the lack of specific regulation surrounding where retailers can conduct the sale of fireworks. Complaints have been received from the public regarding their location, traffic, or simple distaste for the activity itself being so close to residential areas. In contrast, the retailers are left with last-minute, often stressful situations in terms of identifying an appropriate location. This ordinance will firmly define where these stands are allowable and provide retailers the opportunity well in advance of the fireworks season to identify an appropriate location to conduct their business.

Staff met on a few occasions during and after the fireworks season to discuss this issue. Input was received from several departments including Fire and Building. Commissioner Rohr and Administrator Neubauer were also present for the discussion.

Follow-up with Natalie Pierce, Morton County Planning and Zoning Director, Malcolm Brown, City Attorney, and Lynn Gustin, Mandan Rural Fire Chief via Chief Nardello was conducted between late October and November 2018.

This ordinance incorporates all of the above input as well as the recommendations of the Planning and Zoning Commission to remove any setback distance from residences at the December 26, 2018.

In summary:

The proposed ordinance amendment defines fireworks to align with North Dakota Century Code. It also defines fireworks stands, which includes specific requirements that must be met.

Fireworks stands would be allowed in Agricultural zones on property 20,000 sq. ft. (approx. ½ acre) or larger or where the Retail group A use group is allowed (CA/CB/CC Commercial and MA/MC Industrial Districts).

Fireworks stands would not be permissible within corporate limits; only permitted within the extra-territorial area.

Planning and Zoning unanimously voted to recommend approval of Ordinance 1291 as presented in Exhibit 1 at the January 2019 meeting.

ATTACHMENTS:

- Exhibit 1 – Ordinance 1291 – Fireworks and Fireworks Stands
- Exhibit 2 – Summary of Items Discussed at November 26, 2018 Planning and Zoning Commission meeting
- Exhibit 3 – Morton County Application for Firework Stands Temporary Use Permit
- Exhibit 4 – City of Mandan Application for Firework Stands Temporary Use Permit
- Exhibit 5 – Morton County Code – Use Table

FISCAL IMPACT: Minimal

STAFF IMPACT: Minimal

LEGAL REVIEW: This document has been sent to Attorney Brown for his review.

RECOMMENDATION: The Engineering and Planning Department and Planning and Zoning Commission recommend approval of Ordinance 1291 as presented in Exhibit 1.

SUGGESTED MOTION: I move to approve Ordinance 1291 as presented in Exhibit 1.

Exhibit 1 - Proposed Ordinance 1291

ORDINANCE NO. 1291

An Ordinance to Amend and Re-enact Sec. 101-1-3, 105-1-4 (c) (2), and Sec. 105-4-1 (2) a. and b. of the Mandan Municipal Code related to the sale of fireworks and placement of fireworks stands

WHEREAS, There has been confusion surrounding where sales of fireworks may occur

WHEREAS, Clarification is required to ensure the health and safety of nearby residents and patrons of such establishments

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

Section 1. Sec. 101-1-3 is added and reads:

Insert in Sec. 101-1-3 after the definition for Final plat the following:

Fireworks means any combustible or explosive composition, or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration, or detonation. The term includes any blank cartridge, toy pistol, toy cannon, toy cane, or toy gun in which an explosive other than a toy paper cap is used; balloon that requires fire underneath to propel the balloon; firecracker, torpedo, skyrocket, Roman candle, daygo bomb, sparkler, or other item of like construction; item containing any explosive or flammable compound; or any tablet or other device containing any explosive substance. This section does not apply to any toy paper cap containing not more than twenty-five hundredths of a grain [16.20 milligrams] of explosive composition per cap.

Fireworks stand means the retail sales of fireworks. The following standards shall apply to all fireworks stands:

- a. Occurring outside corporate limits; and
- b. Being wholly contained within a trailer, tent, building or other structure, whether permanent or temporary; and
- c. Holding a fireworks sales permit as issued by the City of Mandan; and
- d. Holding a State Retailer License; and
- e. Having a minimum of 1,600 sq. ft. area dedicated for customer parking. Additional parking may be required at the discretion of the City Building Official; and
- f. Having a minimum 500 ft. setback from all flammable and hazardous material storage areas and structures (e.g. filling stations); and

Section 2. Sec. 105-1-4 (c) (2) is amended to read:

(2) The following are examples of retail group A uses:

- a. Antiques, collectibles or recycled items;
- b. Appliances and electronics rental and sales;
- c. Art, hobby or craft supplies;
- d. Camera sales and service, photo supplies or photographic studio;
- e. Jewelry, clock and watch sales, cleaning and repair;
- f. Books and other printed materials, except those regulated under article 2, [chapter 12](#) and article 5, [chapter 105](#) of this Code;
- g. Recorded video or music for rental or sale, except those regulated under article 2, [chapter 12](#) and article 5, [chapter 105](#) of this Code;
- h. Musical instrument rental, sale and repair;
- i. Butcher shop, retail sales bakery, delicatessen, fast food, full service restaurant, coffee shop or other eat-in or take-out food preparation establishment;
- j. Ice cream, soda fountain or candy;
- k. Department store, variety store or specialty merchandise including sporting goods or exercise equipment;
- l. Drugstore;
- m. Flowers, gifts or greeting cards;
- n. Furniture and accessories including bedding, home furnishings and office equipment;
- o. Office supplies including copying or shipping services;
- p. Groceries and household items;
- q. Hardware, tools, equipment, supplies and accessories;
- r. Auto parts, supplies, accessories and outdoor activity supplies with no servicing or repair of vehicles;
- s. Package liquor; ~~and~~
- t. Pets and pet supplies with associated grooming and dog daycare services; ~~;~~
- u. Medical marijuana dispensary; and

v. Fireworks stand.

Section 3. Sec. 105-4-1 (2) a. and b. are amended to read:

(2) *Uses permitted.*

a. The following uses are permitted:

1. Single-family dwelling.
2. Church.
3. Education group.
4. Public recreation group.
5. Fire station.
6. Railroad line trackage.
7. General farming group, as defined in section 105-1-4.
8. Truck farming group, as defined in section 105-1-4.
9. Utility service group.
10. Airport.
11. Golf course.
12. Oil and gas well.
13. Radio or television transmitting station.
14. Sand or gravel extraction.
15. Sewage treatment plant.

16. Fireworks stand.

b. Provided, however, that on a record lot having an area of less than five acres, but not less than 20,000 square feet, corresponding to a record lot shown on a plat or deed recorded prior to the adoption of the ordinance from which this section is derived, any of the following uses are permitted:

1. Single-family dwelling.
2. Church.
3. Education group.
4. Public recreation group.
5. Fire station.
6. Railroad line trackage.
7. General farming group, as defined in section 105-1-4.
8. Truck farming group, as defined in section 105-1-4.
9. Utility service group.
10. Animal hospital.

11. Oil or gas well.

12. Fireworks stand.

Section 3. Sec. 101-1-3, 105-1-4 (c) (2), and Sec. 105-4-1 (2) a. and b. are amended and re-enacted.

Timothy A. Helbling, President
Board of City Commissioners

Attest:

James Neubauer,
City Administrator

First Consideration:

January 22, 2019

Second Consideration and Final Passage:

February 5, 2019

Exhibit 2 - Additional Information Obtained between October and November 2018

Update on Fireworks

Additional Information Requested/Questions Asked at Previous Meeting:

Enforcement Authority in the ETA?

Summary of AG opinion received by Attorney Brown:

The City of Mandan maintains enforcement jurisdiction related to zoning and subdivision portions of city code within ETA. Anything not included within the zoning/subdivision portion of the ordinance would be limited to 1/2 mile outside of city limits (nuisances such as accumulation of junk on display).

Rural Fire Opinion

E-mail from Chief Nardello surrounding discussion with Lynn Gustin, Mandan Rural Fire Chief:

I just wanted to touch base with you regarding the fireworks ordinance and a conversation that I had with Lynn Gustin, Mandan Rural Fire Chief.

Chief Gustin telephoned me on Tuesday, November 6, 2018, and asked what my thoughts were regarding the proposed fireworks ordinance. I explained to him that the ordinance would provide for better building and fire code compliance as well as inspections of the sales of fireworks. Chief Gustin felt that the ordinance would be an improvement rather than the current Morton County procedures and was in support of the ordinance.

Morton County Process and Comment

Industrial/Ag zone permissible with temporary use permit

Response from Natalie Pierce, Morton County Planning Director

I have reviewed the proposed Mandan Ordinance 1291 relating to fireworks and provide the following comments:

- 1) Based on the confusion surrounding permitting for fireworks stands in the ETA over the past three years, I think this ordinance is necessary in order to make application standards clear for stand operators.

- 2) I would recommend defining a fireworks stand. Then, separate from the definition, provide the standards/requirements for fireworks stands. Someone may sell fireworks from an open table and say “hey, I don’t meet the definition of fireworks stand because I’m not a trailer or a structure, so the ordinance doesn’t apply to me.”
- 3) You may want to change condition f to state “500 ft. setback from an existing residence” rather than residential zoning district. In the case where there may be a subdivision that has only vacant lots, it seems that should not prohibit a fireworks stand from locating on an Agricultural or Commercial lot next to such a subdivision.

Those are all my comments. Thank you for your efforts to establish standards in the Mandan Ordinance so that we can hopefully avoid mass confusion in the 2019 season.

Exhibit 3 - Morton County Temporary Use Application

MORTON COUNTY TEMPORARY USE APPLICATION

Filled out by Zoning Administrator:	App #:	Date Issued:	Date Ended:
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The proposed use is (check all that apply):

- | | | |
|---|---|---|
| <input type="checkbox"/> Concert of Fair | <input type="checkbox"/> Temporary housing for construction project | <input type="checkbox"/> Sales stand for produce, Christmas trees, or fireworks |
| <input type="checkbox"/> Construction staging area or Contractor's Office | <input type="checkbox"/> Public or religious meeting | <input type="checkbox"/> Any other temporary use |

USE INFORMATION

Type of Use Proposed:		
Legal Description of Property (section, township, lot, etc.):		
Address of Property:	Start Date:	End Date
Description:		

CONTACT INFORMATION

Applicant/Organizer

Name:	Phone:	Email:
Mailing Address:		

Property owner (if different than applicant/organizer)

Name:	Phone:	Email:
Mailing Address:		

By signing, I attest that this application is complete, accurate, and submitted with the required information as outlined in the attached checklist. I understand the regulations of the Morton County Land Use Code as they pertain to this request(s). I certify that all owners of property described herein have signed or ratified this application. I hereby request favorable consideration of the above described temporary use proposal:

Applicant's Signature	Date	Property Owner's Signature	Date
Additional Owner's Signature	Date	Additional Owner's Signature	Date

Applications are not complete until all required submittals have been received
 All applications are due by 5:00 p.m. 10 calendar days prior to the start date of the temporary use.

MORTON COUNTY DEVELOPMENT APPLICATION CHECKLIST

The following checklist and all required materials must be submitted with an application.

Temporary Use Permit *Submitted with application for temporary use*

Morton County Land Use Code,
Section 10-050

- Fee of: \$50
- Any information requested by the zoning administrator to ensure that the proposed temporary use meets the terms and conditions of the land use code.

APPROVAL CRITERIA

[from Section 10-050(a) of Land Use Code]

During the review of a request for a temporary use permit, the Zoning Administrator shall take the following matters into consideration:

1. The use is allowed in the zoning district of the proposed location.
2. The proposed timeline of the use complies with maximum allowable durations for the use in the Section 2-200 Use Table.
3. The use will not create a burden on public facilities and utilities which serve or are proposed to serve the area.
4. The use will be sufficiently compatible with surrounding land uses so that there will be no deterrence to the use of adjacent land and uses. Reasonable restrictions on the hours of operation, lighting, and noise levels may be defined where appropriate to maintain compatibility.
5. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion, provide adequate access to public roads, and provide on-site parking.
6. Adequate water supply, individual sewage treatment system facilities, erosion control and stormwater management are provided in accordance with applicable standards.
7. All applicable permits, licenses, and/or certifications required for the operation of the temporary use have been acquired from the respective governing entities.
8. There is a plan in place to return the land to its original condition. Remediation shall be complete by the date specified on the temporary use permit. Extensions to the remediation period may be granted by the Zoning Administrator when completing remediation within the required time creates an extraordinary hardship for the applicant, but extensions may not be granted beyond ninety (90) days in total.

Exhibit 4 - Mandan Temporary Use Application

CITY OF MANDAN TEMPORARY USE APPLICATION

Filled out by Principal Planner:	App #:	Date Issued:	Date Ended:
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Fireworks Stand

USE INFORMATION

Type of Use Proposed:		
Legal Description of Property (section, township, lot, etc.):		
Address of Property:	Start Date:	End Date
Description:		

CONTACT INFORMATION

Applicant/Organizer

Name:	Phone:	Email:
Mailing Address:		

Property owner (if different than applicant/organizer)

Name:	Phone:	Email:
Mailing Address:		

By signing, I attest that this application is complete, accurate, and submitted with the required information as outlined in the attached checklist. I understand the regulations of the Code of Ordinances of the City of Mandan, North Dakota as they pertain to this request(s). I certify that all owners of property described herein have signed or ratified this application. I understand that this application, if approved, will be valid for no longer than 60 days. I hereby request favorable consideration of the above described temporary use proposal:

Applicant's Signature	Date	Property Owner's Signature	Date
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Additional Owner's Signature	Date	Additional Owner's Signature	Date
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Applications are not complete until all required submittals have been received
 All applications are due by 5:00 p.m. 14 calendar days prior to the start date of the temporary use.

CITY OF MANDAN DEVELOPMENT APPLICATION CHECKLIST

The following checklist and all required materials must be submitted with an application.

Temporary Use Permit	<i>Submitted with application for temporary use</i>	
FEE:	<input type="checkbox"/>	New (new applicant or revised site plan): \$100 Renewal (no changes from previously approved application): \$50
SITE PLAN:	<input type="checkbox"/>	Depicting location of all structures, distance to property line, ingress/egress, parking, lighting type and locations, etc.

APPROVAL CRITERIA

During the review of a request for a temporary use permit, staff shall take the following matters into consideration:

1. The use is allowed in the zoning district of the proposed location.
2. The use will not create a burden on public facilities and utilities which serve or are proposed to serve the area.
3. The use will be sufficiently compatible with surrounding land uses so that there will be no deterrence to the use of adjacent land and uses. Reasonable restrictions on the hours of operation, lighting, and noise levels may be defined where appropriate to maintain compatibility.
4. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion, provide adequate access to public roads, and provide on-site parking.
5. Adequate water supply, individual sewage treatment system facilities, erosion control and stormwater management are provided in accordance with applicable standards.
6. All applicable permits, licenses, and/or certifications required for the operation of the temporary use have been acquired or will be acquired prior to initiating said temporary use from the respective governing entities.
7. There is a plan in place to return the land to its original condition. Remediation shall be complete by the date specified on the temporary use permit. Extensions to the remediation period may be granted by the Principal Planner when completing remediation within the required time creates an extraordinary hardship for the applicant, but extensions may not be granted beyond ninety (90) days in total.

Office Use Only – A copy of this application signed by the Building Official, City Engineer, and City Planner shall act as the approved temporary use permit.

 Building Official Signature:

 Date

 City Engineer Signature:

 Date

 City Planner Signature:

 Date

Exhibit 5 - Morton County Land Use Table

Section 2-200 Use Table

The following table lists all uses allowed within zoning districts of Morton County:

(a) Use Categories

- (1) **P** **Uses Permitted By Right:** A “P” indicates that a use category is allowed by right in the respective zoning district. These permitted uses are subject to all other applicable provisions of this code.
- (2) **P/R** **Uses Permitted By Right, with review:** A “P/R” indicates that a use category is allowed by right in the respective zoning district only after a site plan review by the Zoning Administrator. These permitted uses are subject to all other applicable provisions of this code.
- (3) **S** **Uses Permitted with Special Use Permit:** An “S” indicates that a use category is allowed only if reviewed and approved as a special use, in accordance with the special use review procedures of Section 10-040. Special uses are subject to all other applicable provisions of this code.
- (4) **T** **Uses Permitted with Temporary Use Permit:** A “T” indicates that a use category is allowed only if reviewed and approved as a temporary use, in accordance with the temporary use review procedures of Section 10-050 for a period not to exceed the number of days identified in the Use Table.
- (5) **/C** **Uses Subject to Specific Conditions:** A “P,” an “S,” or a “T” that is accompanied by the symbol “/C” indicates that the listed use type is subject to use-specific conditions. The standards for specific uses are listed in Article 5 | Specific Use Standards and a reference to the section is provided.
- (6) **-** **Uses Not Allowed:** A “-” indicates that a use type is not allowed in the respective zoning district, unless it is otherwise expressly allowed by other provisions of this code. Additionally, all uses not included on this list are not allowed within any zoning district within Morton County, unless they are interpreted as a use type in this table according to Section 2-200(b).

Section 2-200 | Use Table

Zoning Districts

Use Type (with reference to applicable standards)	A	E		R	RM		C	CR	I	IL	PI	PR	O
Agricultural Uses													
Farming or Ranching	P	P		P	P		P	P	P	P	P	P	P
Animal Feeding Operation, major - Section 5-060	S/C	-		-	-		-	-	-	-	-	-	-
Animal Feeding Operation, minor - Section 5-060	P/C	P/C		-	-		-	-	-	-	-	-	-
Grain Elevator	S	-		-	-		-	-	-	-	-	-	-
Winery or Distillery or Brewery - Section 5-030	P/C	P/C		-	-		-	S/C	-	-	-	-	-
Agricultural Recreational Use - Section 5-030	P/C	P/C		-	-		-	S/C	-	-	-	-	-
Greenhouse, commercial	P	P		-	-		P	P	-	-	-	-	-
Residential Uses													
Dwelling, single family	P	-		P	P		-	P ¹	-	-	-	-	-
Dwelling, multifamily	-	-		-	P		-	-	-	-	-	-	-
Manufactured Home Park - Section 5-140	S/C	-		S/C	S/C		-	-	-	-	-	-	-
Group Home	P	-		P	P		-	-	-	-	-	-	-
Live-Work Unit	-	-		-	-		-	P	-	-	-	-	-
Bed and Breakfast	-	-		-	-		-	S	-	-	-	-	-
Temporary Crew Housing - Section 5-170	S/C	-		-	-		S/C	-	S/C	-	-	-	-
Commercial Uses													
Animal Boarding Kennel	S	S		-	-		P	P	-	P	-	-	-
Bank	-	-		-	-		P	P	-	-	-	-	-
Compassion Center (dispensary) - Section 5-250	-	-		-	-		S/C	-	S/C	-	-	-	-
Fueling Station - Section 5-090	-	-		-	-		P	P/C	P	-	-	-	-
Livestock Sales Pavilion	S	-		-	-		-	-	P	-	-	-	-
Hotel	-	-		-	-		P	-	-	S	-	-	-
Office	-	-		-	-		P	P	-	P	P	-	-
Parking Lot or Parking Garage ²	-	-		-	-		P	-	-	-	-	-	-

¹ An existing residence, on a lot that is subsequently rezoned to the CR District, is allowed. New construction of a single family home on a lot within the CR District is not allowed.

Section 2-200 | Use Table

Zoning Districts

Use Type (with reference to applicable standards)	A	E		R	RM		C	CR	I	IL	PI	PR	O
Retail, automotive	-	-		-	-		P	-	P	-	-	-	-
Retail, farm implements	-	-		-	-		P	-	P	P	-	-	-
Retail, general	-	-		-	-		P	P	-	-	-	-	-
Retail, grocery	-	-		-	-		P	P	-	-	-	-	-
Services, personal	-	-		-	-		P	P	-	-	-	-	-
Services, automotive repair	-	-		-	-		P	-	P	P	-	-	-
Services, general repair	-	-		-	-		P	P	P	P	-	-	-
Sign, outdoor advertising	-	-		-	-		P	-	P	-	-	-	-
Undertaking Establishment - Section 5-070	S/C	-		-	-		-	-	P	P	-	-	-

Arts, Entertainment and Recreational Uses

Adult Entertainment Center - Section 5-020	-	-		-	-		-	-	S/C	-	-	-	-
Amusement Parks / Commercial Recreation	S	-		-	-		P/R	-	-	-	-	S	-
Arts and Crafts Gallery	-	-		-	-		P	P	-	-	-	-	-
Bar or Tavern	-	-		-	-		S	-	-	-	-	-	-
Bowling Alley	-	-		-	-		P	-	-	-	-	-	-
Drive-in Theater - Section 5-080	S/C	-		-	-		S/C	-	S/C	-	-	-	-
Event Center – Section 5-230	-	-		-	-		P/C	S/C	-	-	-	-	-
Golf Driving Range - Section 5-100	S/C	-		-	-		S/C	-	-	-	-	S/C	-
Hunting Cabin	S	-		-	-		-	-	-	-	-	-	-
Neighborhood Park or Playground	P	P		P	P		P	P	-	-	P	P	P/R
Marina/Boating Facility	-	-		-	-		P	P	-	-	-	P	-
Miniature Golf Course - Section 5-100	S/C	-		-	-		S/C	-	-	-	-	-	-
Pool or Ice Rink, public	-	-		-	-		P	-	-	-	-	P	-
Race Track	S	-		-	-		-	-	-	-	-	-	-
Restaurant	-	-		-	-		P	P	-	S	P/R ³	P/R ³	-

² Only applies to parking facilities that are a principal use. Parking is permitted as an accessory use according to Section 4-010 Automobile Parking.

³ Permitted as an accessory use, conditioned on Zoning Administrator review and approval.

Section 2-200 | Use Table

Zoning Districts

Use Type (with reference to applicable standards)	A	E		R	RM		C	CR	I	IL	PI	PR	O
Riding Stable / Riding Arena ⁴ - Section 5-240	P/R	P/R		-	-		-	P/R	-	-	-	P/R	-
Recreational Vehicle Camp - Section 5-150	S/C	-		-	-		S/C	-	S/C	-	-	S/C	-
Rodeo Arena ⁵	S	-		-	-		P	-	-	-	-	-	-
Sports Arena	-	-		-	-		P	-	-	S	-	-	-
Shooting Range	S	-		-	-		-	-	P	-	-	S	-
Theater	-	-		-	-		P	P	-	-	-	-	-
Trailhead Facility	P	P		P	P		P	P	P	P	P	P	P/R

Institutional Uses

Cemetery - Section 5-070	S/C	-		-	-		-	-	-	-	S/C	-	-
Church	S	-		P	P		P	P	-	-	P	-	-
Community Center	P	-		-	-		P	P	-	S	P	P	-
Day Care	-	-		-	-		P	P	-	-	P	-	-
Health Care Facility	-	-		-	-		P	-	-	-	P	-	-
Nursing Home or Assisted Living Facility	-	-		-	-		P	P	-	-	P	-	-
School, college or university	-	-		-	-		P	-	-	-	P	-	-
School, elementary or secondary	P	-		P	P		P	-	-	-	P	-	-
School, technical or trade	-	-		-	-		P	-	P	P	P	-	-
Police, Fire, or EMS Station	P	-		-	-		P	-	P	P	P	-	-
Veterinary Clinic	S	S		-	-		P	P	-	P	-	-	-

Industrial Uses

Asphalt, Concrete Batch, or Aggregate Plant	S	-		-	-		-	-	P	-	-	-	-
Compassion Center (growing/processing) - Section 5-250	S/C	-		-	-		-	-	S/C	-	-	-	-
Contractor Storage Yard	S	-		-	-		-	-	P	S	-	-	-

⁴ A riding stable for private use in the Residential District is an accessory “Animal Husbandry” use. Any stable or riding arena located in a district other than the Residential District must submit a site plan to the Zoning Administrator for review.

⁵ For commercial use. Rodeo arenas for private use only may be permitted by right in the Agricultural (A) District.

Section 2-200 | Use Table

Zoning Districts

Use Type (with reference to applicable standards)	A	E		R	RM		C	CR	I	IL	PI	PR	O
Energy Conversion Facility – Section 5-085	-	-		-	-		-	-	S/C	-	-	-	-
Fertilizer Facility	S	S		-	-		-	-	P	-	-	-	-
Aggregate Extraction and Processing - Section 5-110	S/C	S/C		-	-		-	-	P/C	-	-	-	-
Salvage Yard - Section 5-130	-	-		-	-		-	-	S/C	-	-	-	-
Laboratory, research	-	-		-	-		-	-	P	P	-	-	-
Manufacturing, major	-	-		-	-		-	-	P	-	-	-	-
Manufacturing, minor	-	-		-	-		-	-	P	P	-	-	-
Oil and Gas Well	P	P		P	P		P	P	P	P	P	P	P
Outdoor Storage – Section 5-200	S/C	S/C		-	-		-	-	P	P	-	-	-
Slaughterhouse	-	-		-	-		-	-	S	-	-	-	-
Warehouse, Storage, and Wholesale Distribution	S	S		-	-		-	-	P	P	-	-	-
Solid Waste Facility - Section 5-160	S/C	-		-	-		-	-	S/C	-	-	-	-
Sewage Treatment Plant	S	-		-	-		-	-	P	-	-	-	-
Storage, fuel	-	-		-	-		-	-	P	-	-	-	-
Telecommunications Facility - Section 5-190	S/C	S/C		-	-		-	-	P	P	-	-	-
Vehicle Storage, Long-term – Section 5-210	S/C	S/C		-	-		-	-	P	P	-	-	-
Utility, public facility	P	P		-	-		-	-	P	P	-	-	-
Wind Energy Facility - Section 5-180	S/C	S/C		-	-		-	-	-	-	-	-	-

Transportation-Related Uses

Airport - Section 5-040	S	-		-	-		-	-	-	-	-	-	-
Railyard	-	-		-	-		-	-	P	-	-	-	-
Railroad Track	P	-		-	-		P	-	P	-	-	-	-
Transloading Facility	S	-		-	-		-	-	P	-	-	-	-

Section 2-200 | Use Table

Zoning Districts

Use Type (with reference to applicable standards)	A	E		R	RM		C	CR	I	IL	PI	PR	O
--	----------	----------	--	----------	-----------	--	----------	-----------	----------	-----------	-----------	-----------	----------

Additional Accessory Uses

Accessory Dwelling Unit - Section 5-010	S/C	-		-	-		-	-	-	P/C	-	-	-
Animal Husbandry - Section 5-050	P	-		P/C	P/C		-	-	-	-	-	-	-
At-Home Business - Section 5-120(c)	S	-		-	-		-	P/R	-	-	-	-	-
Home Occupation, Major - Section 5-120(b)	P/C	-		S/C	S/C		-	- P/R	-	-	-	-	-
Home Occupation, Minor - Section 5-120(a)	P/C	-		P/C	P/C		-	P	-	-	-	-	-
Home Occupation, 2 nd on lot or tract ⁶	S/C	-		S/C	S/C		-	P	-	-	-	-	-

Temporary Uses

Concert or fair (21 days)	T	T		-	-		T	-	T	-	T	-	-
Construction staging area (180 days)	T	T		T	T		T	T	T	T	-	-	-
Contractors office (180 days)	T	T		T	T		T	T	T	T	-	-	-
Housing for construction project (180 days)	T	-		-	-		T	T	T	T	-	-	-
Public or religious meeting (60 days)	T	T		-	-		T	-	T	-	T	-	-
Sales stand for produce, Christmas trees, or fireworks (60 days) ⁷	T	T		-	-		T	T	T	-	-	-	-
Any other temporary use (180 days)	S	S		S	S		S	S	S	S	S	S	S

⁶ A second Home Occupation may be either Minor or Major, but may not be an At-Home Business.

⁷ Rummage sales, yard sales, and garages sales do not require any permit, subject to Section 5-120(a)(6).



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 7, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM,
SUBJECT: First Consideration of Ordinance 1301 Related to Changes to R3.2 Residential District

STATEMENT/PURPOSE: Consider approval of first consideration of Ordinance 1301 related to changes to the R3.2 Residential District.

BACKGROUND/ALTERNATIVES: Changes to residential districts were carried out in 2016. These changes included limiting the number of single-family residences to 10% of the total number of lots within a subdivision in the R3.2 Residential District; all other residences within this district are required to be twin home construction. Areas, such as Macedonia Hills, were platted prior to the 2016 ordinance change with the intent to allow a combination of single-family and twin home construction. Multiple inquiries from lot owners and real estate agents over the past few months brought attention to this particular restriction in the R3.2 Residential district. Inquirers expressed surprise and anger with the inability to construct single-family residences on certain lots.

In discussion with staff, the ability of the city to administer the 10% limitation with the current permit tracking software is very difficult and likely to result in an inadvertent issuance of a permit for a non-conforming structure.

The proposed changes remove the 10% clause, add a definition of a twin home, and clarify side setbacks for both twin homes and single-family dwellings.

The Planning and Zoning Commission unanimously voted to recommend approval of Ordinance 1301 as presented in Exhibit 1 at the January 2019 meeting.

ATTACHMENTS:

Exhibit 1 – Ordinance #1301 – R3.2 Residential District Changes

Board of City Commissioners

Agenda Documentation

Meeting Date: February 19, 2018

Subject: First Consideration of Ordinance 1301 related to Changes to the R3.2

Residential District

Page 2 of 2

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: This document has been sent to Attorney Brown for his review.

RECOMMENDATION: The Engineering and Planning Department and Planning and Zoning Commission recommend approval of Ordinance 1301 as presented in Exhibit 1.

SUGGESTED MOTION: I move to approve Ordinance 1301 as presented in Exhibit 1.

ORDINANCE NO. 1301

An Ordinance to Amend and Re-enact portions of Sec. 105-3-7 and Sec. 101-1-3 related to the R3.2 Residential District.

WHEREAS, There exists difficulty with effectively administering the 10 percent limitation as currently outlined in the R3.2 Residential District.

WHEREAS, Everything else equal, each property within the same base zone should enjoy identical rights.

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

Section 15. Amended and Re-enacted. Section 101-1-3 amending the definition of Twin home to read as follows:

~~*Twin home. See two family dwelling. means two single-family dwellings in a zero side yard setback configuration resulting in a structure containing two dwelling units bisected by the side property line.*~~

Section 2. Amended and Re-enacted. Section 105-3-7 amending standards in the R3.2 Residential District as follows:

Sec. 105-3-7. - R3.2 Residential District.

- (a) *General description.* The purpose of this district is to provide an opportunity to construct single-family dwelling units on reduced size lots ~~in the form of a single-family dwelling or twin home. in a zero side yard setback configuration resulting in structures containing two dwelling units commonly called twin homes that straddle a lot line.~~
- (b) *Primary uses.* The following uses are permitted:
- (1) ~~Zero side yard setback single family dwelling unit in a structure with two dwelling units located on two adjacent lots~~ Twin home.
 - (2) ~~Structures with one s~~ Single-family dwelling_ unit located on no more than ten percent of the lots in the subdivision.
 - a. ~~The minimum side yard setback for lots where the adjacent lot is undeveloped shall be five feet.~~
 - b. ~~For lots where the adjacent lot has been developed, the new principal structure must have a sufficient side yard setback to be at least ten feet from the principal structure on the adjacent lot.~~

~~e. The minimum setback shall result in the roof overhang being at least one foot back from the property line.~~

- (c) *Secondary uses.* A group dwelling for six or fewer individuals with developmental disabilities as defined in NDCC 25-16-14 is a permitted secondary use. This use requires one additional on-site mobility impaired parking space.
- (d) *Conditional uses.* These uses are permitted on a specific site only after review and approval by the planning and zoning commission and ratification by the city commission. ~~A PUD district will be created to document any conditional use approval.~~
- (1) Public recreation group.
 - (2) Education group.
 - (3) Utility service group.
 - (4) Religion group.
- (e) *Setbacks.*
- (1) Lots fronting on an arterial or collector street as designated on road network maps produced by the metropolitan planning organization are discouraged. If lots must front on roads with these designations, the front yard setback is increased.
 - a. The minimum front yard setback for an arterial roadway is 50 feet.
 - b. The minimum front yard setback for a collector street is 25 feet.
 - c. The minimum front yard setback for a local street is eight feet.
 - d. The required front yard setback for each lot shall be determined during the platting process and shall be documented in a development agreement that is signed and recorded.
 - (2) For a side yard that fronts on a public right-of-way, the minimum setback is the same as the front yard. For all other situations the minimum side yard setback is five feet. The side yard setback shall apply to both sides for a single-family dwelling and one side for a twin home.
 - (3) The minimum rear yard setback is 20 feet.
 - (4) Any portion of a structure containing a garage door facing a public street, alley or private access easement must be set back at least 25 feet.
- (f) *Lot coverage.* The perimeter of the ground or first floor of each structure shall be used when computing lot coverage. Lot coverage for all structures shall not exceed 50 percent of the square foot area of the lot. For water lots the computation shall be made using the portion of the lot that is above the shore line.
- (g) *Lot area.* The minimum lot area shall be 3,200 square feet.
- (h) *Lot frontage.* Each lot shall have a minimum of 20 feet of frontage along a public street or private access easement configured in conformance with fire code emergency access standards.

- (i) *Building height limits.* Principal building height shall be limited to three stories. Accessory buildings shall be limited to two stories.
- (j) *Parking.* At least two parking spaces shall be provided per lot. This includes garage spaces and exterior spaces measuring at least 25 feet long.

(Ord. No. 1242, § 5, 12-20-2016)

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. Effective Date. This ordinance shall take effect following final passage, adoption and publication.

Timothy A. Helbling, President
Board of City Commissioners

Attest:

James Neubauer,
City Administrator

Planning and Zoning:
First Consideration:
Second Consideration and Final Passage:

January 28, 2019
February 19, 2019
March 5, 2019



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 13, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM,
SUBJECT: First Consideration of Ordinance 1299 Related to Crematoriums

STATEMENT/PURPOSE: Consider approval of first consideration of Ordinance 1299 related to crematoriums.

BACKGROUND/ALTERNATIVES: An inquiry related to the allowable locations for crematoriums brought attention to vastly different requirements depending on whether or not a crematorium is public or privately operated.

Presently, crematoriums are defined as part of a funeral home or mortuary. These uses are allowed in Commercial and the MA/MC industrial districts. Setbacks are determined by the respective zone; in some cases zero feet. In contrast, public crematoriums require a conditional use permit and must be located in an agricultural or industrial districts with a 200 foot setback from the property line.

The confusing language within the ordinance that appears to apply different standards for a use solely based on being a public or private activity doesn't adequately mitigate the negative impacts of the use. By applying the same standards to both public and private entities through the requirement of a conditional use permit, adjacent property owners have the opportunity to be involved in the process stemming from any application.

The proposed ordinance provides a new definition for crematoriums that requires them to be an accessory use to a legally existing mortuary, funeral home, columbarium, or cemetery. They would not be allowed to operate as the primary use on a property. In addition, "facilities for cremation" is removed from the definition of funeral home or mortuary. The standards applied to public mausoleums, columbariums, and cemetery chapels are now applied to both public and private facilities. This include being limited to industrial or agricultural zones.

What is an adequate setback for this use?

In reviewing other municipal ordinances, Bismarck allows them as accessory to funeral home operations as well as through a special use permit as part of a cemetery (similar to our present ordinance). Minneapolis requires crematoriums to be located within a cemetery and 1,000 ft. setback from a property line. Denver requires crematoriums to be a part of a cemetery, with a minimum 500 ft. setback from a residential district.

Staff also solicited feedback from funeral homes in Mandan. Buehler Larson Funeral Home indicated 300 feet from a residential zoning district was more in-line with other communities within and outside North Dakota (See Exhibit 3).

David Wise has provided comment that included several suggestions for definitions and suggested 200 feet from a residential zoning district (See Exhibit 1).

Mr. Tom Wiegel provided comments in-person and later via a phone call stating that crematoriums should be allowed only in the Industrial and Agricultural zones and located no closer than 300 feet to a residential or commercial property line. Mr. Wiegel noted that while technological improvements have been made that reduce emissions, emissions are still a factor. Also, that crematoriums produce a substantial amount of noise (See Exhibit 2).

Staff provided a recommendation of a 300 foot setback from the property line based on other municipal ordinances and input received from Mandan funeral homes. At this hearing, Mr. Wise provided public testimony with focus on setbacks from the property line. The Planning and Zoning Commission voted to recommend approval of the ordinance subject to changing the 300 foot setback to 100 feet excepting along adjacent right-of-way (See Exhibit 4). This would take into consideration the generally large distance (at a minimum 66 feet for local roads and up to 100 feet or more for arterials such as 1806) the right-of-way provides as a buffer to an adjacent property.

ATTACHMENTS:

- Exhibit 1 – DaWise Perry Comment
- Exhibit 2 – Mr. Tom Wiegel, Wiegel Funeral Home Comment
- Exhibit 3 – Buehler Larson Funeral Home Comment
- Exhibit 4 – Ordinance 1299 – Crematoriums

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: This document has been sent to Attorney Brown for his review.

RECOMMENDATION:

The Planning and Zoning Commission recommend approval of Ordinance 1299 as presented in Exhibit 4.

SUGGESTED MOTION: I move to approve Ordinance 1299 as presented in Exhibit 4.

EXHIBIT 1 - DAWISE PERRY FUNERAL HOME COMMENT

From: [David Wise](#)
To: [John W. Van Dyke](#)
Subject: Crematory
Date: Tuesday, December 04, 2018 1:13:15 PM

DaWise-Perry Funeral Service

Begin forwarded message:

From: "David Wise" <david@dawiseperry.com>
Date: December 4, 2018 at 1:32:19 AM CST
To: <erica.bertman@gmail.com>, <david@dawiseperry.com>
Subject: Terminology

Sec. 101-1-3

Crematorium or Crematory means the establishment for final disposition of deceased remains, either human or pet, by thermal, mechanical, or other dissolution process that reduces remains to bone fragments.

Section 2. Sec. 101-1-3

Funeral Home or Mortuary means a facility for the care and custody for the pre-disposition of deceased human remains, including the sale of services and merchandise for burial, cremation, and other related items, including offices, viewing rooms, chapels, and reception halls for serving the deceased and their families.

Section 3. Sec. 105-1-5 Amended

I believe the term Crematorium or Crematory should be removed from this section and have it's own. Cemetery, Mausoleum, and Columbarium are specific places where long term burial, interment or inurnments take place.

Crematorium or Crematory is the establishment or facility **for final disposition of deceased remains**, either human or pet, by thermal, mechanical, or other dissolution process that reduces remains to bone fragments.

A crematorium or crematory may be permitted in an Industrial, “A” or Commercial District as a special use, Provided that:

1. Shall not be the primary use, i.e. it must be accessory or ancillary to a related and legally existing mortuary, funeral home, columbarium, or cemetery use.
2. There shall be a strip of green area with trees, bushes or shrubs adjacent to any border facing a residential zone and/or public area to minimize view of any stack.
3. It shall be erected at least 200 feet away from a residential zoning district.

4. Alkali Hydrolysis

EXHIBIT 2 - WIEGEL FUNERAL HOME COMMENT

Mr. Tom Wiegel stopped by and discussed with staff in-person and later in a phone call with Principal Planner, John Van Dyke, Principal Planner to provide his thoughts on an ordinance outlining where crematoriums are appropriate. Based on his comments the ordinance should lean more to being restrictive including:

- Industrial or Agricultural zoning only
- 300 feet to residential or commercial property line

Noise and emissions were his biggest concern, indicating that while technological improvements have been made that reduce emissions, there are still emissions and noise will still be a factor.

He also indicated that Dickinson has a funeral home that operates in a commercial area while its crematorium is based in an industrial area off-site. He indicated that they appear to be functioning fine under this situation.

EXHIBIT 3 - BUEHLER LARSON FUNERAL HOME COMMENT

John W. Van Dyke

From: Buehler Larson Funeral Home <info@buehlerlarson.com>
Sent: Friday, December 14, 2018 1:49 PM
To: John W. Van Dyke
Subject: Re: Changes to ordinance surrounding crematoriums

Categories: Red category

John,

Thank you for sending out the letter concerning potential changes to the ordinance surrounding crematoriums. In response, we feel comfortable with the language of the proposed ordinance with the exception of Sec. 3 (5) No crematorium shall be erected within 200 feet of a residential zoning district.

In conclusion of some of our research, many cities within the state and outside of North Dakota require that no crematorium shall be erected within **300 feet** of a residential zoning district. We feel strongly that a minimum 300 ft. "buffer" should be required, especially in light of the strong winds we can face in North Dakota. Also, a suggestion in regards to a crematory location, we feel that the "old shop" at Mandan Union Cemetery could be a very good location for a potential crematorium site. It would meet the distance requirements of any residential zoned area and tie in very well with the new addition of the cremated remains scattering garden at the cemetery.

Sincerely,

Scott Huffman
Nathan Grubb

*Buehler-Larson Funeral Home
1701 Sunset Drive
Mandan, ND 58554
(701) 663-9630
info@buehlerlarson.com*

EXHIBIT 4 - Draft Ordinance - Planning and Zoning Commission Recommendation

ORDINANCE NO. 1299

An Ordinance to Amend and Re-enact Sec. 101-1-3 and 105-1-5 (e) of the Mandan Municipal Code related crematoriums

WHEREAS, Changes are necessary to remove conflict within the land-use code related to cremation-related activities

WHEREAS, Clarification is required to ensure health and safety and mitigate potential negative impacts to nearby resident property values

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

Section 1. Sec. 101-1-3 is added and reads:

Insert in Sec. 101-1-3 after the definition for Correctional facility the following:

Crematorium means the establishment for final disposition of deceased remains, either human or pet, by thermal, mechanical, or other dissolution process that reduces remains to bone fragments and is subject to the following requirements:

- a. shall not be the primary use, i.e. it must be accessory or ancillary to a related and legally existing mortuary, funeral home, columbarium, or cemetery use.

Crematorium equipment means the primary piece of capital performing the task of reducing remains to bone fragments.

Section 2. Sec. 101-1-3, definition for Funeral home or mortuary, is amended to read:

Funeral home or mortuary means a facility for the care and custody for the pre-disposition of deceased human remains, including the sale of services and merchandise for burial, cremation, and other related items, including offices, viewing rooms, chapels, and reception halls for serving the deceased and their families. facility for the pre-burial preparation of human cadavers, including facilities for cremation, and including other areas for offices, purchase of burial items and services, viewing rooms and areas for the conduct of memorial services.

Section 3. Sec. 105-1-5 (e) is amended to read:

Cemetery, Mausoleum, Columbarium, and Crematorium. A cemetery, mausoleum, columbarium or crematorium may be permitted in an industrial or A district as a special use, provided that:

- (1) No graves shall be located less than 100 feet distant from any property line;

- (2) There shall be a strip at least 75 feet in width adjacent to all boundaries of the cemetery landscaped and maintained as a green area;
- (3) In any cemetery in which there will be permitted monuments and grave markers rising above the surface of the ground, the green area shall include a dense evergreen hedge at least six feet in height; and
- (4) No ~~public~~ mausoleum, columbarium, ~~crematory~~ or cemetery chapel shall be erected within 200 feet of any boundary of the lot or parcel on which it is located.
- (5) No crematorium equipment shall be placed within 100 feet of a property line excepting along adjacent right-of-way.

Section 4. Sec. 101-1-3 and 105-1-5 (e) is amended and re-enacted.

Timothy A. Helbling, President
Board of City Commissioners

Attest:

James Neubauer,
City Administrator

Planning and Zoning:
First Consideration:
Second Consideration and Final Passage:

January 28, 2019
February 19, 2019
March 5, 2019



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19th, 2019
PREPARATION DATE: January 9th 2019
SUBMITTING DEPARTMENT: Building Inspections
DEPARTMENT DIRECTOR: Shawn Ouradnik, Building Official
PRESENTER: Shawn Ouradnik
SUBJECT: Appeal of MARC decision on the mural at 100 2nd Ave NW

STATEMENT/PURPOSE: Bobby Cochran, owner of Many Visions located at 100 2nd Ave NW, is appealing a denial of a mural application by the Mandan Architectural Review Committee (MARC).

BACKGROUND/ALTERNATIVES: Many Visions, located at 100 2nd Ave NW, was cited by code enforcement for placing a mural on the front of the building without a mural permit, as is required by Section 105-1-15(j) (9). Mr. Cochran, submitted an application after-the-fact for the mural and was subsequently heard by MARC. The MARC denied the application at the November 13, 2018 meeting on the basis that it violated the mural guideline #1 which prohibits murals being placed on the front of buildings. The MARC also denied the mural application due to zoning regulations surrounding downtown design related to aesthetic harmony with adjacent structures as outlined in Section 111-1-6 (2).

As is the process afforded to applicants that appear before the MARC where an application is denied, an appeal was submitted by the applicant to the City in late December. Staff worked with the appellant to determine an adequate date to present the appeal before City Commission where February 5, 2019 was determined to be appropriate.

ATTACHMENTS: MARC Mural Application, MARC Meeting Minutes, Appeal Letter, Notice of Denial, and Notice of Violation from code enforcement

FISCAL IMPACT: None

STAFF IMPACT: None

Board of City Commissioners

Agenda Documentation

Meeting Date: February 19, 2019

Subject: Appeal of MARC decision on the mural at 100 2nd Ave NW

Page 2 of 2

LEGAL REVIEW: All documentation has been sent to Attorney Brown for review prior to tonight's hearing.

RECOMMENDATION: I recommend upholding the decision of the MARC and deny the appeal of the mural located at 100 2nd Ave NW for the following reasons:

- 1) Mural Guideline #1
- 2) Section 111-1-6 (2). (related to downtown design and adjacent structure color pallets)

SUGGESTED MOTION: I move to deny the appeal made by Bobby Cochran, the owner of Many Visions and uphold the decision of MARC to remove the mural located at 100 2nd Ave NW based on the Mural guidelines and Section 111-1-6 (2) of the Mandan municipal code.

2

MANDAN ARCHITECTURAL REVIEW COMMISSION
APPLICATION FOR MURALS
PHONE 667-3248 FAX 667-3623

APPLICATION INFORMATION:

1. Building Address: 100 2nd Ave NW
2. Name of Property Owner: Marian Stoltz 906 Couch St
D/B/A: _____
Mailing Address: 220 West Main Sammy Obryewitch - Bismark
Phone (Cell): 391-3377 (Office): _____
3. Name of Artist: Paige Michal Jaimeson Privatsky 725 S. 12th St
Mailing Address: 504 8th St NW Bismark
Phone (Cell): Mandan (Office): _____
4. Name of Applicant (if different than artist/owner): 701-391-9415 Bobby Cochran
Mailing Address: 1167 West Ave B Bismark
Phone (Cell): 701-214-8111 (Office): _____
5. Estimated Start Date: Sep 22nd 2018 Estimated Completion Date: Nov. 20th 2018

Applicants must present 10 copies of the following requested information to the Planning and Engineering Department no later than Wednesday at 12 p.m. (noon), prior to the scheduled meeting at which consideration is desired.

- Pictures of the project site and surrounding area.
- Mural dimensions and proposed location on building.
- Materials to be used
- Rendering of the mural

A mural permit is required through the Planning and Engineering Department. Cost of the permit is \$50.00 when notice is not required and \$100 if notice is required (see attached guideline 1. a. to determine if notice is required).

By signing this application, I acknowledge it is the responsibility of the property owner to conform to the attached Building Mural Guidelines.

Property Owner: Marian Stoltz Date: 10-28-18

Bobby Cochran has our
permission for mural 701-2148111
Marian Stoltz
MMKT Rentals

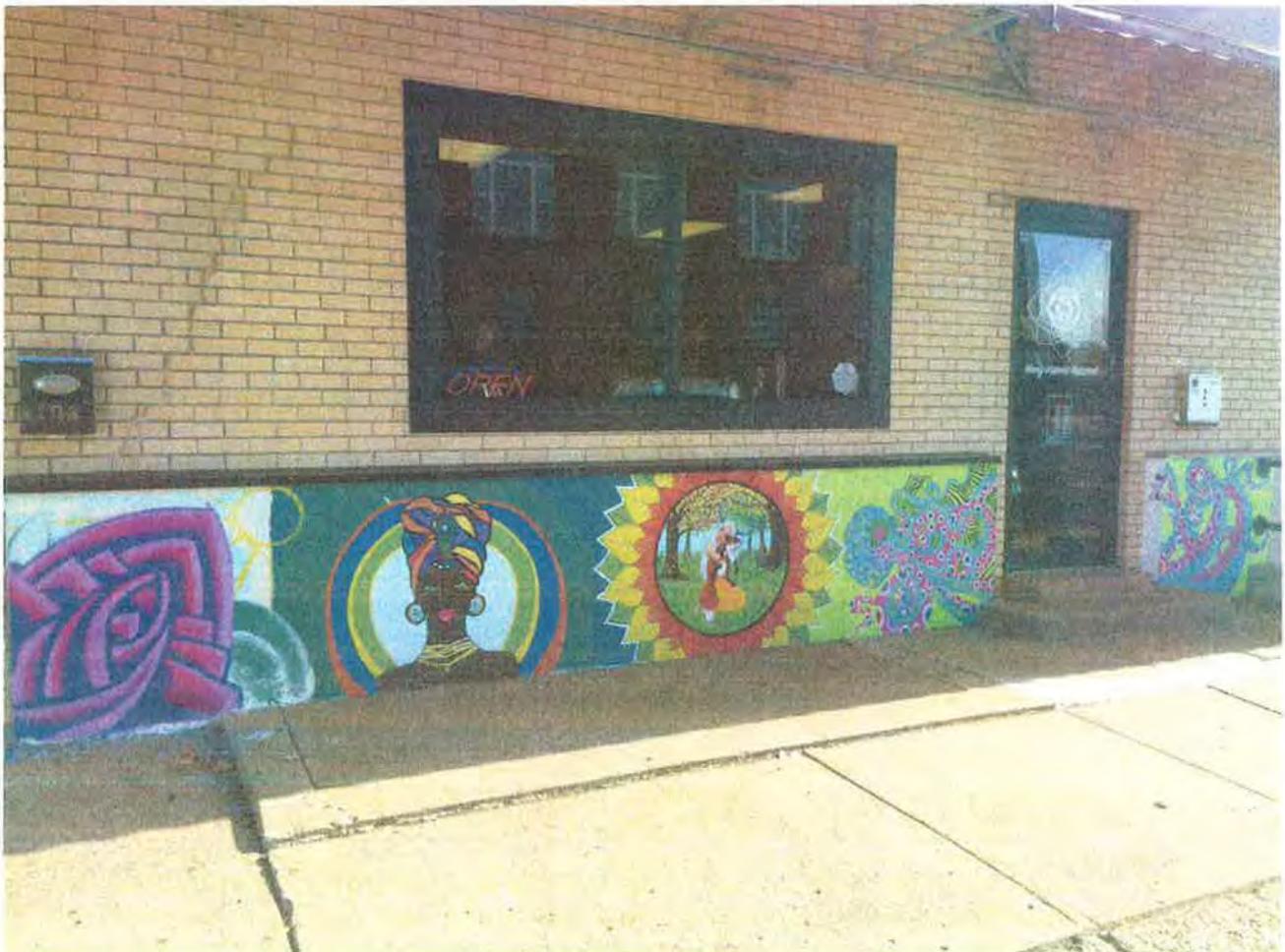
fee pd \$50.00
11/5/2018

This is a picture of the mural taken on 10-29-18. It is currently about 80% complete. We are hoping to get our application approved so we can finish up before its too cold. Thank you.

Many Visions Apparel
100 2nd Ave NW
Mandan, ND 58554

manyvisionsapparel@gmail.com
(701) 751-2838 store
(Bobby Cochran- Owner)
(701) 214-8111 cell

Hour of Operation:
Mon-Fri 12-7 pm
sat 11-6 pm



MANDAN ARCHITECTURAL REVIEW COMMISSION MINUTES

Amber
Katie

November 13, 2018

The meeting was called to order at 1:00 p.m.

ROLL CALL: James Jeromchek/ President, Katie Wiedrich/Vice President, Shawn Ouradnik/Building Official, Kim Fettig/City Engineer Dept., Lee Pierce, Ben Zachmeier, Amber Larson.

MEMBERS ABSENT: Daniel Walter, Steve Nardello/Fire Chief.

SPECIAL GUEST: Ellen Huber, John Van Dyke.

FIRST ORDER OF BUSINESS: Proposal by Crystal Tretbar to repaint the Lewis & Clark building located at 103 3 Ave NW. Crystal plans to open up a yoga studio around December/January. Crystal would like to remove the cracked & chipped paint and repaint it with a grey or black colors. Crystal plans on painting the door black. She will bring signage back to MARC.

Amber motioned to approve as presented.

Katie seconded.

Upon roll call vote, the motion passes unanimously.

SECOND ORDER OF BUSINESS: Proposal by Cody with Anyleaks for a storefront improvement project for 417 E Main St. Cody plans for a complete interior and exterior remodel for a Restaurant Bar/Grill. Cody stated the roof will need replacing and also plans to remove all the tin. The materials Cody plans on using is a smart siding along with brick on the north and east side along with brick columns. The parking lot will be completely resurfaced. Cody plans on adding 18 windows on the east and north sides. Cody plans on adding new signage on the east side and a smaller hanging sign on the north side. Amber asked where the dumpster location. Cody stated the enclosed dumpster will be located in the SE corner. Ellen stated this project is both a Renaissance Zone as well as Storefront Improvement. Amber asked what the landscaping plans were. Cody indicated they are limited due to the lot being completely hard surfaced. Cody did comment on above ground planters by the patio area. Kim asked how far out will the sign protrude. Cody was unsure and will contact Indigo. The max is 36 inches and has to be a minimum of 8 feet above ground. Katie asked what the colors will be. The main LP siding color will be seal dark brown with oyster shell light tan accented with a light brown brick. Kim commented they have received stormwater plans but hasn't been approved yet.

Kim motioned to approve as presented contingent on stormwater plans and signage not to protrude more than 36 inches.

Shawn seconded.

Amber would like to have a revised landscaping plan such as planters on the patio. Ben asked how many parking spots. Cody thought 34 spots. Amber asked if they have contacted Steve/fire chief, Cody has communicated with Steve.

Kim amended her motion to include the revised landscaping, parking requirements and access for the fire trucks.

Shawn seconded.

Upon roll call vote, the motion passes unanimously.

THIRD ORDER OF BUSINESS: Proposal by Bill to install a sign for Puff & Stuff located at 107 Collins Ave. They plan on installing channel lettering sign above the front door mounted on the glass tile. No one was at the meeting to represent the project. With much discussion the members decided to table it for more information.

Shawn motioned to table this project for more information.

Ben seconded.

Upon roll call vote, the motion passes unanimously.

FOURTH ORDER OF BUSINESS: Proposal by Bobbi Cochran for a new mural located at 100 2 Ave NW. The mural is 80% completed. John commented he has visited with the applicant and they weren't aware of approval thru this committee. John stated a mural art must not be installed onto the front of the building, in this case this would be considered a front facing mural. Code enforcement did reach out to them several weeks ago for this violation. No one was present to represent the project.

Shawn denied this project based on violation of the mural guidelines. Specifically a mural art cannot be installed on the front of the building. Also keeping the design of the exterior of the building in harmony with the rest of the buildings around it, and ask for the mural to be removed.

Lee seconded it.

John wanted to add the code reference would be section 105-4-2.1D3C

Upon roll call vote, the motion passes unanimously.

FIFTH ORDER OF BUSINESS: Proposal by August Kersten for a new mural for The Lonesome Dove located at 3929 Memorial Hwy SE. No one was at the meeting to represent the project. John stated this wouldn't be considered a mural due to advertising of the business. Kim stated the sign is painted on a windbreak entrance. Therefor the sign wouldn't be directly on an exterior wall. Amber feels it is part of the building and in violation of the sign guidelines. James agrees with Amber.

Amber motioned to deny this application due to violation of the sign ordinance and also based on a mural guidelines (if considered as a mural) that it is an advertisement on placed on the front of the building.

Shawn seconded.

Upon roll call vote, the motion passes unanimously.

MINUTES: Approval of the minutes from October 9, 2018.

Amber motioned to approve the minutes.

Katie seconded.

Upon roll call vote, the motion passes unanimously.

There being no further business, the meeting was adjourned at 1:51 p.m.

Approved by: _____

Date

11-27-18

Transcribed by:

Carolyn Reisenauer/Admin. Specialist

To the city of Mandan:

My name is Bobby Cochran, and I am the owner of Many Visions. I have received your letter regarding the mural on the outside of our shop, and would like to respectfully appeal your decision. I would like to start by apologizing for not initially going through the proper channels for permitting. As a new business owner, I am still learning my way around things like this.

However, the mural has now been up for 3 months, and we have received nothing but positive responses to it. The mural is so much more than just paint on a wall. For me personally, the mural gave me a positive outlet in which to channel my attention. I was able to gather several artists to work on the mural, and allowed them a creative outlet they may not have otherwise had. During this time, we were able to connect with each other and the community around us. My purpose for opening the Many Visions storefront was to bring art and music to the Mandan community. These expressions offer a different form of therapy and support system that the community so desperately needs. The mural itself has connected the younger generation of Mandan with the older generation in a sense of purpose and pride for our town.

I understand that a large, colorful mural is a stark difference from the brick surrounding it, but why is that a bad thing? Unintentionally, I believe I have created the beginnings of a creative community-building program. We have the chance to not only allow this to continue, but to propose a city-wide effort for businesses to partner with local artists and create more art throughout the city (in approved locations). Mandan can create a connection between artists, community organizations, businesses, government agencies, and our youth by developing a public urban arts program. This mural is no longer a simple painting, but a vivid representation of our local identity. Our intent was not to create a rebellion, but in fact the opposite, to incite a sense of camaraderie between the locals and business owners, and even the city representatives.

Jane Golden, the executive director of Philadelphia, PA's Mural Arts Program said "while...the works of public art are always beautiful, their deeper value lies in the conversations we create, the connections we build, and the legacy of relationships we foster along the way, often with transformative results". There have recently been a multitude of studies on public art and the positive effects it has on the surrounding communities. For example, Dr. Felton Earls of Harvard University conducted a 15-year study across Chicago neighborhoods. Ultimately, he found that levels of health from one neighborhood to the next didn't depend on wealth, healthcare, or crime, but simply "the capacity of people to act together on matters of common interest". These communities developed positive effects by coming together and sharing, seeking common goals, and creating cultural ties.

Street art is viewed around the nation in several different cities as a revitalizing effort, not anything that detracts from the environment around it. This mural is about freedom, expression, and celebrating our diversity in a positive way. In places like Providence, Rhode Island, the community gathers for WaterFire, a public art event that takes place on their downtown waterways. WaterFire became a catalyst for revitalization in the city, and has become a part of the community's identity. In Boston, the Artists for Humanity program serves as a platform for youth to become "socially conscious and engaged entrepreneurs who bridge economic and cultural differences". What started in 1990 as a simple one-time

mural painting turned into a non-profit organization that now allows youth to create art and sell it, and also provides a paid apprentice program for those seeking further artistic development.

Studies have also shown that murals create an increase in foot traffic, while adding character and vibrance to the typical urban environment. In fact, concrete and asphalt have been shown to have negative mental health effects, and a recent Berkeley study showed that art contrasts this with therapeutic benefits. Additionally, multiple murals in a concentrated location can create a feeling of being in an “arts district”. Murals can increase public safety by creating a feeling that the area is well taken care of, which makes “crimes of opportunity” less likely. Murals are something that can ultimately transform Mandan into a more welcoming environment for those who come to visit.

Attached, you will find statements directly from the artists themselves, echoing my sentiments. We have all experienced a newfound love and appreciation for our city and those within it, and hope to continue sharing this experience. It is my hope that you will allow this mural to stand, and possibly support further public art initiatives to bring Mandan to a community full of pride for its downtown areas, as well as a thriving tourist hot spot, welcoming to any travelers who come through.

Sincerely,

Bobby Cochran

“If art is to nourish the roots of our culture, society must set the artist free to follow his vision wherever it takes him... We must never forget that art is not a form of propaganda; it is a form of truth.”

~ John F. Kennedy

The idea of a small mural in Mandan was conceived by like-minded art lovers that wanted nothing more than to bring some color to Mandan. To Bobby, art is his passion. He followed his dreams and opened Many Visions, a store dedicated to art, where you walk in and are awed by the beauty of all his products. Each piece of clothing a beautiful piece of art. Bobby, an art enthusiast, reached out to 4 of us artists to see if we could help him in bringing the beauty inside of his store to the outside, where anybody could enjoy it. To us artists, art is life. Among all the things that have come and gone in my life, art has been there since I could pick up a pencil. Creating art has lifted me out of depression, given me a purpose, and always made life more colorful. When I was asked to paint a mural (my FIRST mural) I was elated! I immediately got to work brainstorming ideas, creating rough drafts, and researching the best kind of paint for outdoor murals. Throughout the mural I experienced a great sense of community and a deep appreciation for art enthusiasts. We received nothing but positive words from the passersby and locals while working on the mural. I heard from multiple people "I am so glad you guys are bringing some color to Mandan!" I could tell by the look in their eyes that we had made their day when they saw us painting the walls with beautiful art. We were out there painting away on even the coldest and/or windiest days. Pay was not discussed when Bobby floated the idea. We were out there freezing our butts just for the love of art, our community, and Many Visions.

This year I have traveled all across the country. As someone who has been thinking about leaving North Dakota I was always in the back of my mind thinking "could this town be the next step in my life?" I traveled from town to town from North Dakota to the coast of Washington wondering "what is so special about THIS town?" One of the main things I noticed was the dedication certain towns had to art. Personally, I think a town with murals everywhere, sculptures on every corner, and just little artsy things seems WAY more welcoming. I've also realized that those towns had kind of a "touristy" vibe and seemed to be thriving. Everybody seemed to be smiling and in a good mood as they strolled downtown, grabbed a bite to eat, shopped locally, and admired all of the beautiful art. I think Mandan would greatly benefit from having some more art around, especially downtown!

We artists put our heart and soul into our mural, to share with our community, hopefully spark creativity in others, and bring some color into their lives. To paint over it with some industrial white would be a huge disappointment to not only us, but the entire community. Please let us keep our mural. We will be sure to do it the right way in the future and run it by you guys first. ☺

Thanks,

Sammy Obrigewitch

The mural stands for more than visual appeal, the art showcases a form of creative expression that the locals in Mandan have never been given the opportunity to appreciate: the intriguing, the colorful, the unique. These are all qualities a town like ours needs to continue with the ever-changing times. Instead of shunning the art work we professional North Dakota artists have created for you, please find it in yourself to embrace the beauty in its differences the way we locals embrace the differences in our community. Show us that we, a demographic that is commonly looked past, has a voice and the right to pursue a better, more beautiful environment. We have pride for our community and wish to gift all who live here a chance to see that the youth are just as active in making Mandan great again as the ones that came before us.

While creating the art piece (mine being the beautiful African American) I was given nothing but support by the local stores "Bam Nutrition" and "Vickie's Bar" who went out of their way to be involved in the process by sharing their thoughts and supporting the results through every step. Not only the owners, but the community itself became involved: walking over, intrigued by the art that was being made and I felt the sense of comradery I grew up in again; something I felt was lost when the oil boom hit. Strangers becoming friends under the common interest of seeing this mural be created and their words of "change", and "something new and different" were genuine. They were inspired and intrigued and many wished for more as they believed Mandan needed a new fresh perspective on what art is and what it can be.

The work I made on this concrete wall, a wall that before looked like an unfinished piece of construction, gave new life to the store and the stores around it. I found myself there in the rain and the cold, as I was bound and determined to be the change I wanted to see in the Mandan, where all walks of life are embraced. Please embrace our artwork the way we embrace our community, and we will all see that a little extra color is never a bad thing.

-Jaimie Privratsky

In a state so full of seasonal depression, the use of vibrant colors will increase the moods of our fellow patrons through the use of color therapy. Our art work being shown does not hold ties to our location, allowing us to create thought provoking messages that many other murals in our area have not attempted yet. By sharing a visual representation of African Americans on our public walls, we are showing our embrace of different cultures and different skin tones in a state with a high demographic of Caucasians. The work we have created shows no ties to violence, gangs, religion, or use of illegal substances. It is located in an area where it will not create traffic distractions, and it does not support any form of anarchy or civil chaos. Where there is no violence there should be no reprimanding. With the passing times in the US, small civil liberties like this should not be abolished. Please let us keep the art we worked so hard to give you, our gift to the community.

-Paige Michal

December 3, 2018

MMKT Rentals
220 W. Main St
Mandan, ND 58554

Case ID: MDN-18-12863

NOTICE OF VIOLATION

The property located at 100 2nd Ave NW had submitted a Mural Application with the MARC committee in which the permit has been denied due to the following:

Mural Guidelines 1 & Mandan Municipal Code 105-4-2.1 (d) & 3 (c) which state, "In order to maintain a sense of harmony within the area, the colors and materials used should generally be compatible with or complementary to those used for buildings on adjoining parcels."

There are 10 days to appeal the decision to the City Commission per 111-1-5 (c). If you intend to appeal please contact City Building Official Shawn Ouradnik at 701.667.3236 by 12/17/18 @ 8:00am for further questions and information to get this matter resolved.

If compliance is not made this violation is an Infraction with up to \$1000 fine.

Sincerely,

Candy Fleck
Code Enforcement
Mandan Police Dept.
205 1st Ave NW
Mandan, ND 58554
701-667-3250
cfleck@cityofmandan.com



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

Type: Local Permit * Charity Local Permit

Permit Number
2019-12

Name of Organization 31:8 Project		Date(s) Authorized (Read instruction 2)		
Contact Person Stacy Schaffer	Business Phone Number (701) 557-3750	3/1/2019 Beginning	to 3/1/2019 Ending	
Mailing Address 1758 Hamburg Dr.	City Bismarck	State ND	Zip Code 58504-0000	
Site Name Midway Lanes Bowling Alley	Site Address 3327 Memorial Highway			
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 2/1/2019	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor	Printed Name of City or County Auditor Brent Wilmeth		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: February 19, 2019
PREPARATION DATE: February 14, 2019
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Amendment to Engineering Service Agreement with AE2S for Raw Water Intake

STATEMENT/PURPOSE: To amend our agreement with AE2S for the Raw Water Intake project to include services through final design and bid considerations.

BACKGROUND/ALTERNATIVES: The raw water intake is a project that has been in the works for years. The main driver for this project comes from the existing intake structure having experienced low-flow channel migration and the sediment challenges that have resulted. While the water supply has never been interrupted, it has caused emergency dredging and annual maintenance to remove the sediment. To resolve these issues, the City has been working with AE2S to evaluate long-term solutions. More background and an anticipated schedule are included in the attached cover letter provided by AE2S.

ATTACHMENTS:

1. Amendment Cover Letter
2. Amendment #1 to the Original Engineering Service Agreement (ESA)
3. The Original ESA is available upon request (33 pages)

FISCAL IMPACT: The engineering costs for the intake project are eligible for State Water Commission (SWC) funding under a previous agreement with the SWC that shares in 65% of engineering costs for the project. Therefore, the local share would be 35% of those costs. Under this amendment, AE2S is estimating \$1,005,500 worth of services. Therefore, the local share would be $\$1,005,500 \times 0.35 = \$351,925$. Since the intake is shared with the refinery, staff has met with refinery staff and has come to an understanding of a 50/50 split for local costs assuming a SWC grant through completion of the project. Therefore, the city's share would be half of the local share which is $\$351,925 \times 0.50 = \$175,963$. After the amendment, the agreement is still under the

Board of City Commissioners

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Meeting Date: February 19, 2019

Subject: Amendment to Engineering Service Agreement with AE2S for Raw Water Intake

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amount committed by the SWC for engineering cost share. The local share would be paid for out of the utility fund.

STAFF IMPACT: Ongoing discussion and coordination.

LEGAL REVIEW: The City Attorney has reviewed the amendment and has no concerns.

RECOMMENDATION: Approve amendment #1 to the original ESA.

SUGGESTED MOTION: I move to approve of amendment #1 to the original Engineering Service Agreement with AE2S for final design and other necessary services through bid considerations.



February 14, 2019

Mr. Jim Neubauer, City Administrator
Mandan City Hall
202 North 2nd Avenue
Mandan, ND 58554

**Re: Amendment No. 1 to ESA for the Mandan Conventional Intake Project
City Project No. 2014-09**

Dear Mr. Neubauer:

Thank you for continuing to trust AE2S with assisting the City as it undertakes design and bidding of a new conventional water intake to replace the existing 60-year-old intake facility. This amendment provides final design, bidding, and additional design support services as summarized below:

- Phase 040 and 041 – Final Design Engineering in the amount of \$820,000.
- Phase 050 and 051 – Bidding and Negotiations in the amount of \$87,000.
- Phase 100 – Legal Survey in the amount of \$52,500.
- Phase 121 – Final Design Funding Assistance in the amount of \$46,000.
- Services for Construction and Post Construction will be added late-2019, after bidding occurs.

Background

During the study phase of the project, completed in 2017, the new intake facility was sited, the transmission lines were preliminarily routed, and planning level costs were developed. It became apparent during the development of alternatives that project costs and financing will be two challenges to overcome. State funding sources were identified, and in 2013, the City received 65% funding for professional services from the State Water Commission. Additional cost sharing has been agreed to by Marathon. Both of these funding sources are available to offset the cost of the enclosed services agreement and subsequent project costs.

Preliminary design is complete and concepts and anticipated costs were further refined as part of that effort. This information was incorporated into a cost-share request that was submitted to the SWC in January 2019. Ongoing funding coordination and support will continue to be a key component of this project.

Mr. Jim Neubauer

City of Mandan

Re: Amendment No. 1 to ESA for the Mandan Conventional Intake Project

February 14, 2019

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As the City continues down the path to obtaining SWC funding, completion of the design and bidding process is essential. Completing this process will make the project "shovel ready" and puts the project in a positive position to garner additional funding.

Schedule

The current anticipated project schedule has been included for your reference. The schedule is driven by the following milestones:

- February 19, 2019 – City approval of ESA Amendment
 - February 20, 2019 – Initiate Final Design Engineering
 - March/April 2019 – Meet with SWC McDonald and Governor Burgum's office if necessary. Legislative support.
 - April 9, 2019 – Present project needs at the SWC meeting.
 - August 6, 2019 – City Commission - Authorization to advertise
 - August 12, 2019 - Complete Bid Documents and advertise the Raw Water Intake Improvements component *. *Note that Raw Water Transmission Line will lag approximately 3 months.*
 - September 10, 2019 – Bid Letting.
 - September 17, 2019 – City Commission – Approval of Bids and Award
 - October 15, 2019 – Begin Construction.
 - September 15, 2021 – Substantial Construction Completion.
 - November 30, 2021 – Final Construction Completion.
 - May 15, 2022 – End of Warranty Period.
- *Raw Water Intake component includes intake structure, pump station, control vaults and WTP modifications

Deliverables

As the project proceeds through design and bidding the City will be kept abreast of progress and critical decisions through a series of progress meetings and ongoing correspondence. At the end of the design and bidding process the City will have received the following deliverables:

Final Design Deliverables

- Meeting minutes from various project meetings with regulatory agencies, project team meetings, public input meetings, etc.
- Final plans, specifications, and bidding documents for each of the two project components.
- Final Opinion of Cost for entire project and each project component.
- Appropriate permits and environmental clearances.

Bidding Deliverables

- Tabulation of bid results
- Recommendation for award



Board of City Commissioners

Agenda Documentation

Meeting Date: February 19, 2019

Subject: Amendment to Engineering Service Agreement with AE2S for Raw Water Intake

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Mr. Jim Neubauer

City of Mandan

Re: Amendment No. 1 to ESA for the Mandan Conventional Intake Project

February 14, 2019

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Legal Survey Deliverables

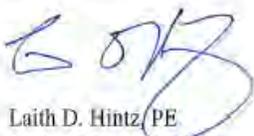
- Utility easement documents for raw water lines.
- Certificate of Survey for Pump Station site

Funding Assistance Deliverables

- A developed funding strategy.
- Marathon agreement assistance

Again, thank you for the opportunity to assist the City of Mandan. We look forward to the opportunity to work with the City on this very important project. If you have any questions please feel free to give me a call at 701-221-0530.

Respectfully,


Laith D. Hintz, PE
Project Manager, AE2S

Enclosures: ESA Amendment No. 1

C: Justin Froseth PE, Director of Planning and Engineering



**AMENDMENT NO. 1
TO
AGREEMENT BETWEEN OWNER AND
ENGINEER FOR PROFESSIONAL SERVICES
DATED
February 20, 2018**

This Amendment No. 1 is effective as of February 19, 2019 ("Effective Date") between City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554-3125 ("OWNER") and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 ("ENGINEER").

This Amendment No. 1 amends the Agreement between Owner and Engineer for Professional Services (the Agreement) dated

February 20, 2018 for:

Mandan Raw Water Intake Improvements (Project).

All provisions not amended remain in full effect.

OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree to amend the following portions of the Agreement:

1. Exhibit C: Delete the existing paragraph C.4.01-A-3 and replace with the following:

3. The total compensation for services under paragraph C4.01 is estimated to be \$1,430,500.00 based on the following assumed distribution of compensation:

a. Preliminary Design Engineering Ph 030	\$	385,000
b. Final Design Engineering (2 Phases) Ph 040 and 041	\$	820,000*
c. Bidding and Negotiations (2 Phases) Ph 050 and 051	\$	87,000*
d. Construction Engineering Ph 060	\$	TBD
e. Post Construction/Warranty Ph 070	\$	TBD
f. I&C Services Ph 080	\$	TBD
g. Legal Survey Ph 100	\$	52,500*
h. Funding Assistance (Design) Ph 120	\$	40,000
i. Funding Assistance (Final Design) Ph 121	\$	46,000*
j. Funding Assistance (Construction) Ph 122	\$	TBD

*Added/or modified this Amendment

2. Exhibit E: Add the following major elements to the Project Description

III. PHASE 040 AND 041 FINAL DESIGN ENGINEERING PHASES

The Final Design Phase is anticipated to be comprised of the primary tasks identified below:

1. Plans, Specifications, and Bid Documents – Prepare plans, specifications, and bid documents for the construction of the Raw Water Intake Improvements project. Final design is anticipated to include:
 - a. Using the information obtained during the Preliminary Design phase, the project shall generally consist of the following:
 - i. Phase I - Raw Water Intake Improvements
 1. New Raw Intake Structure
 2. New Raw Water Pump Station
 3. Intake and Water Plant Site Improvements
 4. Water Plant Control Vault Structure
 5. Demo and Modifications to the existing Raw Water Intake
 - ii. Phase II - Raw Water Transmission Lines
 1. Dual Transmission Lines (30" and 24")
 - b. Prepare plans and specifications to outline work necessary to receive bids for the project as described above.
2. Opinion of Probable Construction Cost: ENGINEER will prepare Opinions of Probable Construction Cost and revise as required for 60%, 90%, and 100% plan and specification reviews.
3. Summary of Deliverables
 - a. 60% Plans and Specifications
 - b. 90% Plans and Specifications
 - c. 100% Plans and Specifications
4. Summary of Design Phase Meetings
 - a. 60% Plan and Spec Review.
 - b. 90% Plan and Spec Review.
 - c. 100% Plan and Spec Review
5. Marathon Petroleum Coordination
 - a. Work with Marathon staff to develop operational requirements and related plan details.
6. Permit Coordination
 - a. Submit design documents to review and permitting agencies for approvals. All fees associated with each permit shall be the Owner's responsibility.
 - i. USACE – Nationwide permits.
 - ii. SWC – Sovereign Lands and Change in Point of Diversion
 - iii. NDDH
 - iv. BNSF – Utility Crossing (two locations).
7. Other Activities
 - a. Conduct bathymetric survey to confirm location of proposed intake if needed.
 - b. Public Involvement, if requested.
 - i. Limited coordination of project components with area property owners.
 - ii. Conduct one public input meeting.
 - iii. Public outreach documents, as requested.
8. Schedule
 - a. Phase 040 – Raw Water Intake Improvements: Complete all design tasks by September 1, 2019.
 - b. Phase 041 – Raw Water Transmission Line: Complete all design tasks by December 31, 2019.

IV. PHASE 050 AND 051 BIDDING

The Bidding Phase is comprised of the primary tasks identified below:

1. General Bidding:
 - a. Advertisement: ENGINEER to coordinate with the OWNER for the advertisement of Bids in the official newspaper and regional construction plan exchanges.
 - b. Interpretation and Clarifications: ENGINEER to communicate with prospective bidders and issue addenda as required.
 - c. Meetings: ENGINEER to arrange and conduct one Pre-bid meeting and attend bid opening for each of the projects.
 - d. Bid Evaluation and Recommendations: ENGINEER to prepare Bid Tab and Recommendations for City.
 - e. Notice of Award: ENGINEER will coordinate the execution of the Notice of Award.

VIII. PHASE 100 LEGAL SURVEY ASSISTANCE

The Legal Survey Assistance Phase is comprised of the primary tasks identified below:

- a. Survey services in support of infrastructure easements, and land transfer between Marathon Petroleum and City.
- b. Prepare easement documents. All associated recording fees will be the Owner's responsibility.
 - o City easement on Marathon property.
 - o City easement on BNSF ROW.
- c. Assist with easement negotiations with property owners.

X. PHASE 121 FUNDING ASSISTANCE (FINAL DESIGN)

The Funding Assistance Phase is comprised of the primary tasks identified below:

- a. Continue ongoing funding pursuits with SWC, DWSRF and ND Loan Program
- b. Prepare cash flow projections for funding agencies and City use
- c. We assume that funding will be from three sources: SWC grant, Marathon Petroleum participation, and Loan (SRF, SWC, or Bank of ND) and will coordinate with these parties on behalf of the City.
- d. Prepare funding related documents for application, presentations and agreements
- e. Assist City with development of a user cost structure for Marathon or agreement specific items regarding ongoing cost share
- f. Assist with development of rate structures for all system users.
- g. Prepare quarterly SWC and DWSRF funding reimbursement requests.
- h. Assist with agreement for operations and maintenance between Marathon and City.

Board of City Commissioners
Agenda Documentation
Meeting Date: February 19, 2019
Subject: Amendment to Engineering Service Agreement with AE2S for Raw Water Intake
Page 9 of 9

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, the Effective Date of which is indicated on page 1.

OWNER:

By: Mayor Tim Helbling

Title: President of Board of City Commissioners

Date Signed: _____

ENGINEER:

By: Lisa Ansley, PE

Title: Operations Director

Date Signed: _____

ATTEST: _____

Name: Jim Neubauer

Title: City Administrator

ATTEST: _____

Name: Jasper Klein, PE

Title: Operations Manager

Address for giving notices:

City of Mandan

205 2nd Avenue NW

Mandan, ND 58544-3125

Address for giving notices:

Advanced Engineering and Environmental Services,
Inc.

1815 Schafer Street, Suite 301

Bismarck, ND 58501

Designated Representative (paragraph 6.02.A):

Duane Friesz

Title: WTP Superintendent

Phone Number: (701) 667-3275

Facsimile Number: (701) 667-1680

E-Mail Address: mandanwtp@midconetwork.com

Designated Representative (paragraph 6.02.A):

Laith D. Hintz, PE

Title: Project Manager

Phone Number: (701) 221-0530

Facsimile Number: (701) 221-0531

E-Mail Address: Laith.Hintz@ae2s.com



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 7, 2019
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM,
SUBJECT: Consider approval of Minor Plat of Ol' Town
Second Addition

STATEMENT/PURPOSE: Consider approval of the minor plat for Ol' Town Second Addition.

BACKGROUND/ALTERNATIVES: Mandan Parks District is seeking to transfer a portion of their property to adjacent property owners. The portion of property proposed to be rezoned and ultimately transferred is difficult to maintain due to the sloping topography. Adjacent property owners to the south have expressed interest in extending their property boundaries and thereby assuming maintenance responsibility.

The proposed minor plat of Ol' Town Second Addition will act to adjust the property boundaries of the property owners to the south to include the area of land as illustrated in Exhibit 1.

ATTACHMENTS:

Exhibit 1 – Approximate Area to be Conveyed to Adjacent Property Owners
Exhibit 2 – Aerial and Site Visit
Exhibit 3 – Minor Plat of Ol' Town Second Addition

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: This document has been sent to Attorney Brown for his review.

RECOMMENDATION: The Engineering and Planning Department recommend approval of the minor plat of Ol' Town Second Addition as presented in Exhibit 3.

Board of City Commissioners
Agenda Documentation
Meeting Date: February 19, 2018
Subject: Minor Plat of Ol' Town Second Addition
Page 2 of 2

SUGGESTED MOTION: I move to approve the minor plat of Ol' Town Second Addition as presented in Exhibit 3.

OL' TOWN SECOND ADDITION

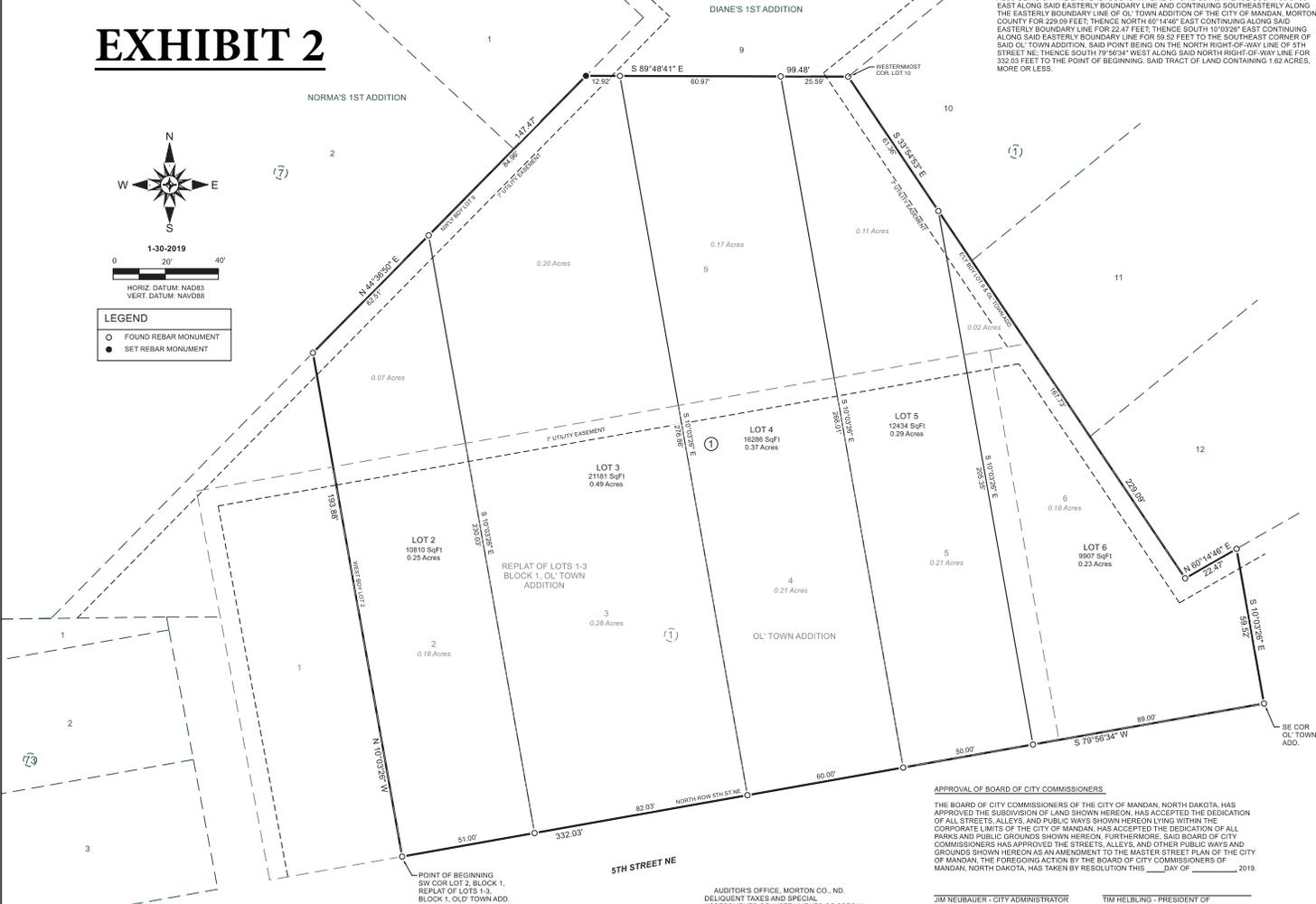
TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
 ALL OF LOTS 2 & 3, BLOCK 1 OF REPLAT OF LOTS 1-3, BLOCK 1, OL' TOWN ADDITION, ALL OF LOTS 4-6,
 BLOCK 1 OF OL' TOWN ADDITION & PART OF LOT 9, BLOCK 1, DIANE'S 1ST ADDITION, NE 1/4 SECTION 27,
 T139N-R81W OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

EXHIBIT 2



1-30-2019
 0 20' 40'
 HORIZ. DATUM: NAD83
 VERT. DATUM: NAVD88

LEGEND
 ○ FOUND REBAR MONUMENT
 ● SET REBAR MONUMENT



DESCRIPTION OF PROPERTY

TRACT OF LAND BEING ALL OF LOTS 2 & 3, BLOCK 1, REPLAT OF LOTS 1-3, BLOCK 1, OL' TOWN ADDITION, ALL OF LOTS 4-6, BLOCK 1, OL' TOWN ADDITION AND PART OF LOT 9, BLOCK 1, DIANE'S 1ST ADDITION OF THE NE 1/4 OF SECTION 27, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, REPLAT OF LOTS 1-3, BLOCK 1, OL' TOWN ADDITION OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA; THENCE NORTH 10°00'26" WEST ALONG THE WEST BOUNDARY LINE OF SAID LOT 2 AND EXTENDED NORTHERLY FOR 193.80 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF LOT 9, BLOCK 1, DIANE'S 1ST ADDITION OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA; THENCE NORTH 44°39'57" EAST ALONG SAID NORTHWESTERLY BOUNDARY LINE FOR 147.47 FEET; THENCE SOUTH 89°48'41" EAST FOR 99.48 FEET TO THE WESTERMOST CORNER OF LOT 10, BLOCK 1, OF SAID DIANE'S 1ST ADDITION, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY LINE OF SAID LOT 9; THENCE SOUTH 131°54'53" EAST ALONG SAID EASTERLY BOUNDARY LINE AND CONTINUING SOUTHEASTERLY ALONG THE EASTERLY BOUNDARY LINE OF OL' TOWN ADDITION OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA; THENCE NORTH 40°14'40" EAST CONTINUING ALONG SAID EASTERLY BOUNDARY LINE FOR 22.47 FEET; THENCE SOUTH 10°03'20" EAST CONTINUING ALONG SAID EASTERLY BOUNDARY LINE FOR 59.52 FEET TO THE SOUTHEAST CORNER OF SAID OL' TOWN ADDITION, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF 5TH STREET NE; THENCE SOUTH 79°56'34" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 332.03 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING 1.62 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, ANDREA L. MARQUARDT, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 4623, 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 HUNDREDTHS 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.

ANDREA L. MARQUARDT, RLS 4623

STATE OF NORTH DAKOTA)
 COUNTY OF MORTON)

ON THIS _____ DAY OF _____, 2019, THERE APPEARED BEFORE ME ANDREA L. MARQUARDT KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT SHE EXECUTED THE SAME AS HER 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".

LOT 2, BLOCK 1, REPLAT OF LOTS 1-3, BLOCK 1, OL' TOWN ADDITION

DEBBIE A. KLESLEK

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

 NOTARY PUBLIC
 COUNTY: _____
 MY COMMISSION EXPIRES: _____

LOT 3, BLOCK 1, REPLAT OF LOTS 1-3, BLOCK 1, OL' TOWN ADDITION

JARED M. PELTZER

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

 NOTARY PUBLIC
 COUNTY: _____
 MY COMMISSION EXPIRES: _____

LOTS 4 & 5, BLOCK 1, OL' TOWN ADDITION

KIRK OLSON, GENERAL PARTNER
 OL' TOWN REAL ESTATE INVESTMENTS, LLP

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

 NOTARY PUBLIC
 COUNTY: _____
 MY COMMISSION EXPIRES: _____

LOT 6, BLOCK 1, OL' TOWN ADDITION

THOMAS A. SCHWEIGERT

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

 NOTARY PUBLIC
 COUNTY: _____
 MY COMMISSION EXPIRES: _____

PART OF LOT 9, BLOCK 1, DIANE'S 1ST ADDITION

PURSUANT TO THE PROVISIONS OF NDCD 40-50-1.05, BY THE EXECUTION OF SAID PLAT, THE MANDAN PARK DISTRICT HEREBY GRANTS AND CONVEYS TO:

LOT 2: DEBBIE A. KLESLEK
 LOT 3: JARED M. & SERENA PELTZER
 LOTS 4 & 5: OLD TOWN REAL ESTATE INVESTMENTS, LLP
 LOT 6: THOMAS A. & JESSICA SCHWEIGERT

JASON ARENZ, PRESIDENT

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 FORSETH, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES THIS TOWN SECOND ADDITION OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JUSTIN FORSETH, PE

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: _____

BASIS OF BEARING:
 NORTH ROW 5TH ST NE
 SOUTH 75° 56' 34" WEST

NOTES:
 1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.



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

Exhibit 3 - Aerial and Site Visit



Figure 1 Aerial of Subject Property



Figure 2 Facing Southwest



Figure 3 Facing South



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 12, 2019
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatement for 4302 30th Avenue NW the 2018 assessed value/taxes should have been prorated due to buyer being exempt entity

STATEMENT/PURPOSE: To consider corrections to the 2018 assessed values for the lot that Morton County Water Resource District purchased. The taxes should be prorated and abate 4 months that the property was owned by the Morton County Water Resource District.

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-2211440 Lot 3, Block 4, Mandan Industrial Park 7th

Reason for abatement: To correct the 2018 full & true values. The assessments/taxes should be prorated and abate 4 months that the property was owned by the Morton County Water Resource District dba Missouri West Water System. Property was purchased on September 7, 2018.

ATTACHMENTS: Application for Abatement and information submitted with application, property record card, tax bill, copy of NDCC 57-02-08

FISCAL IMPACT: Estimated fiscal impact for 2018 amounts to \$136.42 to the City and \$572.32 for all taxing entities.

STAFF IMPACT: NA

LEGAL REVIEW: NA

RECOMMENDATION: I recommend a motion to approve the Applications for Abatement to correct the 2018 Full & True Value. I recommend a reduction in value of \$43,600 for 2018.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 19, 2019

Subject: Morton County Water Resource District abatement for 4302 3th Ave NW

Page 2 of 2

SUGGESTED MOTION: A motion to approve 2018 Full & True Value changes for Morton County Water Resource District at 4302 30th Avenue NW as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District _____

County of Morton Property I.D. No. 65-221440

Name Morton County Water Resource Dist d/b/a Missouri West Water System Telephone No. 701-663-8549

Address 4302 30th Ave NW, Mandan, ND

Legal description of the property involved in this application:

Lot 3, Blk4, Mandan Industrial Park 7th Addition to the City of Mandan, Morton County, North Dakota

Total true and full value of the property described above for the year 2018 is:

Land \$130,700
 Improvements \$0
 Total \$ 130,700
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$87,100
 Improvements \$ 0
 Total \$ 87,100
(2)

The difference of \$ 43,600 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
- 10. Other(explain) Applicant purchased the property 9/5/2018 and received a tax proration credit of \$1,173.25. The general real estate taxes should be reduced to \$1,173.25 for 2018 and reduced to \$00.00 thereafter.

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

Purchase price of property: \$ 254,779.00 Date of purchase: 9/5/2018

Terms: Cash Contract _____ Trade _____ Other (explain) _____

Was there personal property involved in the purchase price? No Estimated value: \$ _____
yes/no

Has the property been offered for sale on the open market? No If yes, how long? _____
yes/no

Asking price: \$ _____ Terms of sale: _____

The property was independently appraised: No Purpose of appraisal: _____
yes/no

Market value estimate: \$ _____

Appraisal was made by whom? _____

The applicant's estimate of market value of the property involved in this application is \$ 254,779.00

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

Applicant asks that ~~as a political subdivision of the State of North Dakota~~ it be recognized as tax exempt. Applicant has paid the full 2018 tax amount of \$1,715.63. Applicant requests an abatement of \$542.38, which is the difference between the full tax amount Applicant paid and the Credit Applicant received at closing. Starting with 2019, Applicant should be fully tax exempt.

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

I declare under the penalties of N.D.C.C. § 12.1-1-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) _____

Date _____

Karin Garvie
 Signature of Applicant

2/12/19
 Date

Borrower's Settlement Statement

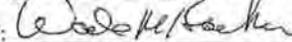
Bismarck Title Company
 207 South Washington St.
 Bismarck, ND 58504
 Phone: (701)222-4247 Fax: (701)221-3039

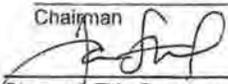
Date: 09/05/18 **Time:** 3:28:23PM **Escrow no.:** 64129
Close of escrow: 09/06/18 **Escrow officer:** Tami Stecher
Borrower: Morton County Water Resource District, a political subdivision under the laws of the State of North Dakota, doing business as Missouri West Water System
Seller: Nodak Storage, LLC
Property location: 4302 30th Ave, NW
 Mandan, ND 58554

	Borrower	
	Debit	Credit
Financial Consideration		
Contract sales price	254,779.00	
Deposit or earnest money		1,000.00
Prorations/Adjustments		
County taxes 01/01/18 - 09/06/18		1,173.25
Assessments 01/01/18 - 09/06/18		1,297.15
Title Charges		
Settlement Fee to Bismarck Title Company	350.00	
Title Search to Bismarck Title Company	250.00	
Recording Charges		
Recording fees to Bismarck Title Company	25.00	
Subtotals	255,404.00	3,470.40
Balance Due FROM Borrower		251,933.60
TOTALS	255,404.00	255,404.00

Borrower

Morton County Water Resource District, a political subdivision under the laws of the State of North Dakota, doing business as Missouri West Water System

BY: 

Chairman

 Bismarck Title Company
 Settlement Agent

	4302 30TH AVE NW		MLS# 334273	
	Area	Mandan City	Status	Contingent
Sub Area	Mandan City NW	Prop. Type	Vacant Land	
City/Town	Mandan	Listing Type	Exclusive Right	
State	ND	Price Type		
Zip Code	58554	List Price	\$294,000.00	
County	Morton	Original Price	\$294,000.00	
Subdy/Complex		Sale Price		
Taxes	\$1,720 (2017)			
Spec Instl	\$1902			
Spec Bal	\$4917			
Zoning	MA			

Business Type **Other Commercial Style**
 Fees Include **None**
 Tenant Pays

Year Built **2016**
 Financing
 Fees
 Fee Freq.
 Lease Rate
 Lease Terms

TYPE	SQFT	SIDE WALL HEIGHT	Sqft Fin Abv Grd	0
Office			Sqft Fin Below	0
Retail			Sqft Unfin	0
Manufacturing				
Warehse/Shop				
Total	0			

Siding **See Remarks**
 Roof
 Construction **Other**
 Basement **See Remarks**
 Fuel **See Remarks**
 Heat/Cool **See Remarks**

Flooring
 Foundation
 Ext. Doors
 Electric
 Services
 Water/Sewer

M.D.U. Service Area, Mor-Gran-Sou Service Area
City Water, City Sewer

Int Features
 Included
 Misc.

Lot Sqft	65,328	Front	288	Gar Size # Cars		Parking Sp's
Lot Acres	1.4997	Rear	265	Garage Sqft		Garage Dim
Lot Shape	Rectangular	Avg. Depth	229	Access Road	City Street	
Lot Dim.	288x229					
Garage/Parking	See Remarks					

Ext Features
 Lot Info **See Remarks**
 Parcel ID **65-2211440**
 Legal Description **Lot 3, Block 4, Mandan Industrial Park 7th**

The only land currently for sale in the Mandan Industrial Park. Nice building site. Slight slope to the land. Zoned MA(Light Non-Nuisance Industrial/Heavy Commercial).

Directions **Old Red Trail past the old Seven Seas Motel to 30th Ave. NW, South to property. OR North of the Railroad Museum 1/4 mile**

Date Listed	May 30/17	Expir. Date	Aug 30/18	Date Entered	May 31/17	Date Pending		Date Sold
DOM	431	AOOM	430	BMBOR MLS Buyer Broker	2.5			24/48/72

Office/Agent Info.		Email	Phone	Fax
1st Office	OAKTREE LLP, REALTORS	admin@oaktree-realtors.com	701-223-7422	701-223-6801
1st Office Web	http://WWW.OAKTREE-REALTORS.COM			
1st Agent	PATRICK MADDOCK Realtor	patrickmaddock@hotmail.com	701-391-8867	701-223-6801
Seller	Nodak Storage, LLC			

Encumbrances **Easements**
 Possession
 Financing

Points/Closing Costs Seller
 Points/Closing Costs Buyer
 Buyer

Specials Paid Seller
 Specials Paid Buyer
 Sale Financing

Showing Inst **Sign On Property**
 Showing Remarks
 Agent Remarks



This listing information is provided to you by:
WADE BACHMEIER - Broker
 ☎ 701-400-4251 ☎ 701-663-7008 📠 701-222-1656
 Agent Email wade@landmarknd.us
LANDMARK REAL ESTATE SERVICES
 ☎ 701-222-1234 📠 701-222-1656 Toll Free: 800-752-1396
 Office Email resi@landmarknd.us
 2800 N WASHINGTON 58503

The above information is from sources deemed reliable but it should not be relied upon without independent verification.
 Not intended to solicit properties already listed for sale. Aug 9, 2018.



Auditor's Office, Morton Co., ND
Delinquent Taxes and Special Assessments
or Instruments of Special Assessments,
Paid and Transfer Accepted
[Signature]
DAWN R. RHONE, County Auditor
By *[Signature]* Deputy
9/7/2018

COUNTY RECORDER, MORTON COUNTY, ND
I certify that this instrument was filed and recorded.
Nancy Seefeldt, County Recorder Fee \$20.00
Christina Hibben, Deputy
Recorded Electronically

485249

9/7/2018 10:04:53 AM
Morton County

485249

Return To:
BISMARCK TITLE COMPANY
207 S. WASHINGTON STREET
BISMARCK, ND 58504



County Recorder
Mandan ND 58554
Page 1 of 2

WARRANTY DEED

THIS INDENTURE, Made this 6 day of September, 2018, between Nodak Storage, LLC, a North Dakota limited liability company, grantor, and Morton County Water Resource District, a political subdivision under the laws of the State of North Dakota, doing business as Missouri West Water System, grantee, whose post office address is 2816 37th St. NW, Mandan ND 58554

WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00), grantor does hereby GRANT to the grantee, all of the following real property lying and being in the County of Morton, State of North Dakota, and described as follows, to-wit:

LOT 3, BLOCK 4, MANDAN INDUSTRIAL PARK 7TH ADDITION TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

Parcel ID: 65-2211440

Subject to easements, rights-of-way, restrictive covenants, and mineral conveyances and reservations of record.

The legal description was prepared by Bismarck Title Company, 207 South Washington St., Bismarck, ND 58504 or obtained from a previously recorded instrument.

I certify that the full consideration for the property conveyed by this deed is

\$ 254,779.00

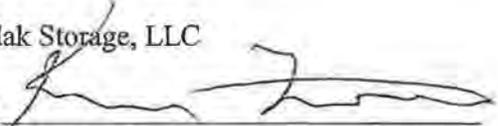
Wade K. Becker

Grantee or Agent

And the grantor for itself, its successors and assigns, does covenant with the grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection, and the above granted lands and premises in the quiet and peaceable possession of the grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the said grantor will warrant and defend.

IN TESTIMONY WHEREOF, the grantor has caused these presents to be executed in its company name by its President.

Nodak Storage, LLC

BY: 

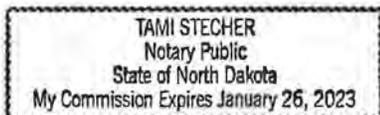
Kevin Turnbow
President

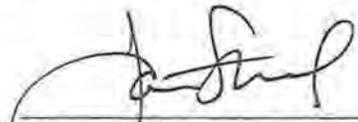
STATE OF NORTH DAKOTA

COUNTY OF BENNETT

On this 6 day of SEPTEMBER, 2018, before me, personally appeared Kevin Turnbow, known to me to be the President of the Corporation that is described in, and that they executed the foregoing instrument, and they acknowledged that such Corporation executed the same.

(Seal)




Notary Public

#994

O R D E R

ESTABLISHING THE MORTON COUNTY WATER
CONSERVATION AND FLOOD CONTROL DISTRICT

WHEREAS, Morton County, North Dakota, on the 15th day of February, 1963, filed with the State Water Conservation Commission its petition, and a certified copy of a resolution of its Board of County Commissioners authorizing the filing thereof, requesting the Commission to establish in the county a water conservation and flood control district embracing an area which is coextensive with the county, save and excepting therefrom the territory included in the Lower Heart River Water Conservation and Flood Control District within the county; and

WHEREAS, public hearings on said petition were held in the County Court House in the City of Mandan, North Dakota and in the city auditorium of Glen Ullin, North Dakota on the 13th day of March, 1963, pursuant to notice of such hearings published in the Mandan Pioneer on the 27th day of February, 1963, and pursuant to notice of said hearings conspicuously posted and displayed in various post offices throughout Morton County; and

WHEREAS, the report of the Chief Engineer of the Commission and evidence submitted at the hearings in Mandan and Glen Ullin, disclosed to the satisfaction of the Commission that prevention of flood damage, conservation of water and adequate development of the watershed areas within the proposed district can best be accomplished by the establishment of a water conservation and flood control district (designated after July 1st, 1963, as a water management district); and

WHEREAS, the State Water Conservation Commission, at its meeting held in Bismarck, North Dakota on April 30, 1963, by resolution ordered the establishment of a water conservation and flood control district;

ON FILE COPY
DO NOT REMOVE

THEREFORE the petition of Morton County is approved and a water conservation and flood control district (known on and after July 1, 1963 as a water management district) is established to be known until July 1, 1963, as Morton County Water Conservation and Flood Control District and thereafter as the Morton County Water Management District, including within the boundaries thereof the area within the borders of Morton County, excluding therefrom the territory in the county embraced within the Lower Heart River Water Conservation and Flood Control District.

Dated at Bismarck, North Dakota this 30th day of April, 1963.

NORTH DAKOTA STATE WATER CONSERVATION COMMISSION

By William L. Guy
William L. Guy, Governor of North Dakota
and Ex Officio Chairman of the State
Water Conservation Commission

ATTEST:

Milo W. Hoisveen
Milo W. Hoisveen, Chief Engineer and
Secretary of the State Water
Conservation Commission

STATE OF NORTH DAKOTA)
)SS
COUNTY OF BURLEIGH)

On this 30th day of April, 1963 before me a notary public in and for Burleigh County, North Dakota personally appeared the Honorable William L. Guy, known to me to be the Governor of North Dakota and as such ex officio Chairman of the North Dakota State Water Conservation Commission, and Milo W. Hoisveen, known to me to be the Chief Engineer and ex officio Secretary of said Commission, and acknowledged to me that the Commission had executed the within and foregoin order establishing the Morton County Water Conservation and Flood Control District.

Arnold J. Schulz
Notary Public, Burleigh County, North
Dakota.

ARNOLD J. SCHULZ
Notary Public, BURLEIGH COUNTY, N. Dak.
My Commission Expires August 29, 1968.

My commission expires _____

APR 30 1963
COUNTY OF BURLEIGH

State of North Dakota

SWC#994



DEPARTMENT OF STATE
BISMARCK

STATE OF NORTH DAKOTA }
DEPARTMENT OF STATE } ss

I, BEN MEIER, SECRETARY OF STATE, DO HEREBY CERTIFY THAT ORDER ESTABLISHING THE MORTON COUNTY WATER CONSERVATION AND FLOOD DISTRICT, KNOWN ON AND AFTER JULY 1, 1963 AS THE MORTON COUNTY WATER MANAGEMENT DISTRICT. FILED FOR RECORD THE 9TH DAY OF MAY, 1963 IN THE OFFICE OF THE SECRETARY OF STATE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE GREAT SEAL OF THE STATE, AT THE CAPITOL IN THE CITY OF BISMARCK, THIS 9TH DAY OF MAY A. D., 1963.

Ben Meier

BEN MEIER, SECRETARY OF STATE

BY *Demos A. Ginakes*

DEMOS A. GINAKES, DEPUTY

GREAT SEAL

*Received
at Bismarck*

UNAPPROVED

MORTON COUNTY WATER RESOURCE DISTRICT

August 29, 2018

1. The Board of Managers of the Morton County Water Resource District met in Regular Session at 10 AM on August 29, 2018 at the Morton County Highway Shop at 2916 37th St NW, Mandan, ND.
2. The following persons were present: Chairman Wade Bachmeier, Secretary Brenda Winckler, and Managers, Jim Schmidt, Jamie Wetsch, and George Saxowsky. Also present were Tony Goetzfried, Tim Nilsen, Mike Kemnitz and Karen Brooks, MWWS, Tom Bair, Ron Sando, Andy Zachmeier, MC Commission, Natalie Pierce, MC P&Z, John Saiki, MC Engineer, and Bruce Engelhardt.
3. Chairman Bachmeier called the meeting to order. Minutes: Manager Wetsch moved to approve the amended minutes from July 25, 2018. Mgr. Saxowsky seconded the motion. MCU. The Chairman requested the original minutes to be filed with the secretary and that a copy be sent to the County Auditor, State Water Commission, and Legal Counsel, Tom Bair.
4. MWWS: Manager Kemnitz gave the following reports: The Board reviewed the income, totaling \$202,369 and expenditures totaling \$148,987 of the MWWS for the month of July 2018. Manager Wetsch made a motion to accept and place these reports in file. Mgr. Schmidt seconded the motion. MCU. Mgr. Kemnitz and the Board discussed a potential lot purchase at a price of \$3.95/sf. for a new office location for MWWS. Mgr. Kemnitz approves of the lot and the consensus of the Board is in agreement that the MCWRD will not be part of the purchase. The Board feels very confident in the Mgr. and staff and agrees to go to the next level. Purchase of the lot was also discussed with Mgr. Christensen via phone call. Mgr. Christensen was in agreement with the purchase of the lot. Mgr. Saxowsky moved to approve the purchase of the lot. Mgr. Schmidt seconded the motion. Saxowsky: yes, Schmidt: yes, Wetsch: yes, Bachmeier: yes. MCU. Mgr. Wetsch moved to approve the amended contract for water for 40 years with the City of New Salem. Mgr. Schmidt seconded the motion. MCU. Tank inspection and training for the tanks was completed by McGywer Cont. They put together a 5 year plan for paint and recoating: \$479,300 total cost. New Salem: \$28,200, Airport tank: \$35,960, Crown Butte: \$31,700, which come to \$95,860 per year from 2019-2023. Included in the price is to install a mixer in the Crown Butte tank. Mgr. Kemnitz will take the results to Bartlett & West for a 2nd opinion. The Flasher tank is glass coated and an estimate for paint and recoat is \$35,000. Mgr. Kemnitz will also meet with Bartlett & West to discuss a study for future system growth as to what areas can grow and the cost of the extension of the water system. The time table for the study will be completed by January 2019. Mgr. Kemnitz would like research completed and a hydraulic study, not speculation as to growth, but a thoughtful process to aid in the development at

Harmon Lake, and the northern Morton County area Carrie Schaner has been hired as an administrative office employee.

5. MC Projects: Tony Goetzfried checked on the section line request at Tokach Timber haven. The water by the section line has receded and feels the road will be ok. Tony will wait until water gets back to normal flow before anything will happen. Hay cutting is being done at HL and is doing a great job. A homeowner has been throwing garbage onto the HL land next to the fence. Tom Bair will send a letter to them stating they can't do this. Stock Dam at HL: Chad Meyer, US Fish & Wildlife thinks the land should be grazed, but the consensus of the Board is to continue with haying and see how that works. Painting has been completed on the storm shelter at HL. Due to the condition of the shelters, more paint was needed to complete the project. Mgr. Saxowsky moved to reimburse Melissa Gordon \$400 for the extra cost of paint. Mgr. Wetsch seconded the motion. MCU. Flasher: Brandon Schafer and his brother went to look at cutting the trees at the Flasher location and informed Tony they would need \$5000 to do that project. Consensus of the Board is to have Brent Ternes look at spraying the brush along the rocks and give the Board an estimate. Tony will continue negotiations with Brandon on the removal of the trees.

6. MC Parks: Tim Nilsen reported to the Board that the neighbors from the south of the White Tail Ridge lot agreed with MC Parks to plant Amur maples and Tim will have June berries planted on the north side. He also reported there have been dog issues at both HL and Grainer this summer. They have made a new rule stating ALL pets must be on a leash with a maximum length of 10 ft. and animal must be under control. The fence is almost complete and looks great. Tim will replace the signs at the entrance as he feels is needed. Mgr. Saxowsky moved to place fence all the way to the blacktop at the entrance and place gravel. Mgr. Schmidt seconded the motion. MCU. Tim reported fees at HL so far in 2018 is \$37,591 compared to last year's \$37,441. Tony will contact Brent Ternes concerning spraying wormwood on the west side of HL trail. If the next leg of trail receives a grant, Beaver Creek Archeology will help move trail to be out of the mediated area. Mgr. Wetsch reported that the trail groomer will cost an extra \$1500 over what was budgeted. Consensus of the Board is to proceed with purchase.

7. Inundation Map: Meeting has been set for September 6th at 2pm for discussion of the inundation map. Consensus is the design flood area is probably too large.

8. Financial Reports: CD at Dakota Community Bank is up for renewal. Consensus of the Board is to leave it there. Mgr. Schmidt moved to approve and pay the following vouchers. Mgr. Saxowsky seconded the motion. MCU.

CK#	NAME:	AMOUNT:	MEMO:
5845	Bair Law Firm	\$1200.00	Legal Fees
5846	Houston Engineering	\$1750.00	Flood Inundation fee
5847	Melissa Gordon	\$1441.00	Paint tornado shelter
5848	MWWS	\$35.00	WTR Water fee

5849	Ronald Sando	\$1265.00	Consultant Fee
5851	Melissa Gordon	\$400.00	Paint shelter
5852	Wade Bachmeier	\$436.35	Meetings, mileage
5853	Tony Goetzfried	\$436.64	Payroll, mileage
5854	George Saxowsky	\$187.17	Meetings, mileage
5855	James Schmidt	\$141.17	Meetings, mileage
5856	James Wetsch	\$199.35	Meetings, mileage
5857	Brenda Winckler	\$1042.96	Salary, equip rent, Lunch reimbursed
EFT	IRS	\$440.46	Payroll tax
EFT	Bank of ND (CB Lagoon Chking)	16117.50	CBL Interest/pmt

There being no further business, motion duly made and seconded, the meeting was adjourned.

Wade M. Bachmeier, Chairman

Brenda Winckler, Sec-Treas.

UNAPPROVED

MORTON COUNTY WATER RESOURCE DISTRICT

September 26, 2018

1. The Board of Managers of the Morton County Water Resource District met in Regular Session at 10 AM on September 26, 2018 at the Morton County Highway Shop at 2916 37th St NW, Mandan, ND.
2. The following persons were present: Chairman Wade Bachmeier, Secretary Brenda Winckler, and Managers, Jamie Wetsch, and George Saxowsky. Also present were Tony Goetzfried, Tim Nilsen, Mike Kemnitz and Karen Brooks, MWWS, Tom Bair, Ron Sando, Andy Zachmeier, MC Commission, Natalie Pierce, MC P&Z, John Saiki, MC Engineer, Bruce Engelhardt, Don Entzel, Mike Gunsch, and Dave Thompson, Toman Engineering.
3. Vice Chairman Wetsch called the meeting to order. Minutes: Manager Saxowsky moved to approve the amended minutes from August 29, 2018. Mgr. Christensen seconded the motion. MCU. The Vice Chairman requested the original minutes to be filed with the secretary and that a copy be sent to the County Auditor, State Water Commission, and Legal Counsel, Tom Bair.
4. MWWS: Manager Kemnitz gave the following reports: The Board reviewed the income, totaling \$201,306 and expenditures totaling \$212,407 of the MWWS for the month of August 2018. Manager Christensen made a motion to accept and place these reports in file. Mgr. Saxowsky seconded the motion. MCU. Mgr. Saxowsky moved to add Carrie Schaner to be included on the bank and credit card accounts. Mgr. Christensen seconded the motion. MCU. Mgr. Kemnitz and the Board discussed adjusting the contract user base fee for new contracts. The base fee has never been adjusted. Discussion was to increase by the CPI index rate. Mor Gran Sou is currently installing a new meter reading system. MWWS is also looking at different options and will try to use local companies for a new system. Bartlett & West is doing a study on the system to determine where the water system can expand at a cost of \$21,000. The study should be complete by the 1st quarter of 2019. Western Edge subdivision had a hydraulic study completed which stated there is not enough water supply in that area but P&Z passed it anyway.
5. Morton County Parks: Tim Nilsen reported he had a meeting with Bobcat to discuss the Day of Caring that they will use at Harmon Lake. The plan is to level a flat spot for picnic tables to be placed down from the parking lot to the beach. MCWRD will pay for the cement pad and a retaining wall. Tim will make a plan for water rerouting and tree moving and apply for the Outdoor Heritage Grant in March or May. Tim and Tony will determine where to move trees to and prep ground for next spring when they will be replanted from the nursery. Also plans will be made for planting new trees in the nursery. Tim also met with the MC Engineer and staked trees to be planted at the Whitetail Ridge lot. The lot has also

been sprayed for weeds. Water shutdown has begun at the parks. Tammy will stay until the middle or end of October at HL. Income for HL so far: \$42,811 which is \$605 less than last year. Tornado shelter painting has been completed with favorable reviews. The ditch at the entry way of HL is rough due to taking soil for the dump station. Tim said they will disc it up and add black dirt to make it smooth. Off roading has been happening south of the lake by the bike trail and up hills close to cultural resource locations. Mgr. Saxowsky moved and Mgr. Christensen seconded the motion to purchase an infrared game camera not to exceed \$200 to be installed at HL. MCU. Tom Bair sent a letter to the landowner about putting garbage on HL property. Letter was signed for but no response from them. Ron Sando applied for the Fish & Wildlife grant to fix the stock dam but has not heard back from them. At this time the Chair was turned over to Bachmeier.

6. Flasher Flood Control: Tony met with Brandon Schafer and he and his brother will cut the trees down once foliage is gone. Brent Ternes will spray that location. Chairman Bachmeier received a phone call concerning stagnant water and mosquitoes in the Louse Creek in Flasher and has sent a letter to State Conservations requesting assistance on September 17th to rectify the oxbow at Flasher. The oxbow was previously used for mitigation land due to the south bank flooding and exposing burial plots in the cemetery. Plan was to have a pipe on top and bottom but the land is level. It will need to be back sloped and stabilize the banks. Also there was talk of taking out the trees but no one assumed the project. The inter agency report states it is a mitigation area and the O&M states that if NRCS has staff and dollars they could help to rectify the problems. Ron Sando suggests waiting for 60 days for a response. MCWRD is responsible for the O&M but if the Board does any repair work consensus of the Board is to turn it over to the City of Flasher upon completion.
7. Entzel Drainage Request: Don Entzel and Dave Thompson, Toman Engineering was present to discuss redoing a culvert for new development north of Mandan. They would like to close the existing 4x6 culvert and install a 24" culvert. 2 watersheds already meet up. There is some erosion existing by the 4x6 culvert and with increased water flow it will exasperate it further. The Shaw family, owners of the land, was to do rip rapping at this location to control that but it never got done. Don Entzel proposed to do the rip rapping at his own expense to address that concern. Watershed #1 has 47 acres and watershed #2 has 152 acres. MGS would also like that location rip rapped as they have a box there. Mgr. Christensen moved to approve the request contingent on performing project with Ron Sando's suggestions. Mgr. Saxowsky seconded the motion. MCU.
8. Flood Inundation Determination: Mike Gunsch prepared a draft addressing the issues that are of concern to the MCWRD including dam classification and a dam design manual. SWC is done with the hazard classification but not the design. Discussion was held concerning permitting for where land can be developed downstream of HL. If the current state standard may change HL from a medium hazard to a high hazard who would be responsible for the expense of changing HL to a high hazard. The breach zone is not reflected on the map. NRCS did a depth x velocity at 2.0 or below which would be a low hazard. If you can prevent building in the defined area that could cause loss of life, then the dam should not have to be rebuilt to be a high hazard dam. So why do we redesign for a high hazard dam,

and still not let building happen in the breech area. What is already in the breech area will not be affected. The Board will have Mike Gunsch put dollar numbers together and bring back to the next meeting.

9. Financial Reports: Mgr. Wetsch moved to deposit \$14,595 into the HL O&M Savings account for the annual payment for 2018. Mgr. Christensen seconded the motion. MCU. Mgr. Saxowsky moved to approve and pay the following vouchers. Mgr. Wetsch seconded the motion. MCU.

<i>CK#</i>	<i>NAME:</i>	<i>AMOUNT:</i>	<i>MEMO:</i>
5860	Dak Com Bank	\$14,595.00	O&M for HL for 2018
5861	MWWS	\$70.00	Water at WTR
5862	Ray Christensen	\$174.67	Meetings, mileage
5863	Tony Goetzfried	\$196.93	Meetings, supplies
5864	George Saxowsky	\$187.18	Meetings, mileage
5865	James Schmidt	\$161.67	Meetings, mileage
5866	James Wetsch	\$137.01	Meetings
5867	Brenda Winckler	\$1039.70	Salary, equip rent, lunch
5868	Wade Bachmeier	\$374.02	Meetings
EFT	IRS	\$405.26	Payroll taxes

There being no further business, motion duly made and seconded, the meeting was adjourned.

Wade M. Bachmeier, Chairman

Brenda Winckler, Sec-Treas.

PURCHASE AGREEMENT # 4532



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 8-6-18 MLS Listing # 334273 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) MISSOURI WEST WATER SYSTEM/MORTON COUNTY WATER RESOUC has/have agreed to pay Two Hundred Fifty Four Thousand Seven Hundred Seventy Nine & 00/100 Dollars (\$ 254,779.00)

for the Property at: Street Address 4302 30th Ave NW

City of Mandan County of Morton State of ND Zip 58554

Legally described as: Lot 3, Block 4, Mandan Industrial Park 7th Addition

The sum of One Thousand & 00/100 Dollars (\$ 1000.00) has been received from Buyer(s) by (Check one): Check Cash Note as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or

OAKTREE REALTORS, in the trust account of (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: (Check one): CONVENTIONAL FHA VA ASSUMPTION CONTRACT FOR DEED OTHER: CASH AT CLOSING

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.

Including the following Property, if any, owned by Seller(s) and used and located on said Property: garden bulbs, plants, shrubs, and trees; storm windows, storm doors, screens, and awnings; window shades, blinds, traverse, curtain and drapery rods; attached lighting fixtures and bulbs; plumbing fixtures, water heater, heating plants; built-in air conditioning equipment, electronic air filter, sump pump, attached television antenna, cable TV jacks and wiring, built-in humidifier and dehumidifier; attached basketball hoops;

Security System and related service contract shall be assumed by Buyer(s) (Check one) Yes No N/A

Propane tank and controls: (Check one): Owned Rented None;

BUILT INS: dishwashers, garbage disposals, trash compactors, ovens, cook top stoves, microwave ovens, hood fans, intercoms; ATTACHED: carpeting, mirrors, garage door openers and any controls, smoke detectors, fireplace screens, doors, and heat circulating inserts; and the following personal property (which is included at no additional value): LAND ONLY

The following personal property is excluded: LAND ONLY

Buyer(s) Initials: _____ Date: _____ Seller(s) Initials: _____ Date: _____ (Rev. 07/18)



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

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

66 Seller(s) to transfer security deposits and interest, if any, on leases to Buyer(s) at closing.

67 Heating fuel on hand at the time of possession shall be (Check one): _____ Included _____ Purchased by Buyer(s) N/A.

68
69 **REAL ESTATE TAXES**, based on the most current certified tax information available, shall be prorated between Seller(s)
70 and Buyer(s) as of CLOSING, 2018. Buyer(s) is advised to verify all tax information.

71
72 **SPECIAL ASSESSMENTS** shall be paid as follows: **Annual Installments**: Estimated annual installment due for the year of
73 closing shall be paid by: (Check one): Buyer(s) and Seller(s) shall prorate as of the date of closing or _____ Seller(s)
74 shall pay on date of closing. Buyer(s) is advised to verify all special assessments information.

75
76 **Unpaid Balance**: (Check one): Buyer(s) shall assume or _____ Seller(s) shall pay on the date of closing the balance of
77 special assessments as of the date of closing. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid special
78 assessments payable therewith and thereafter, for which the payment is not otherwise provided. No representations have been
79 made concerning the amount of subsequent real estate taxes or special assessments, including but not limited to assessments
80 for completed special improvements, which have not been certified for collection.

81
82 **CLOSING AND POSSESSION**: Closing shall take place on or before 9-21-18
83 Seller(s) shall deliver possession and keys for Property at time of closing or on CLOSING
84 Settlement fee to be paid by (Check one): Buyer(s) _____ Seller(s)
85 Other: _____. Settlement and commitment fees as defined by VA to be paid
86 by the Seller on VA Financing. Buyer(s) agrees to allow the purchase price to be part of the Multiple Listing Service database
87 and grants permission to use of the information by MLS participants and related government entities for comparable sales
88 reports and statistics.

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

96
97 (G) Others (must be specified in writing): _____

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

104
105 **TITLE AND EXAMINATION**: Seller(s), at Seller(s)'s expense, shall furnish an updated abstract of title to the property certified
106 to date, compiled pursuant to the NDLTA Abstracting Standards Manual (02/01/06) OR an ALTA Standard Coverage
107 Owner's title policy, insuring the buyer's interest in the property in the amount of the sales price. If, after examination,
108 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
109 agreement shall be terminated and the earnest money shall be refunded to Buyer(s). However, Buyer(s) may waive defects
110 and elect to purchase. Seller to pay Abstracting Fees and Owner's Policy of Title Insurance as applicable. Buyers to pay
111 Searching Fees, Attorney's Title Examination Fee, and Lender Policy of Title Insurance.

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

115
116 **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,
117 including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller(s). If the Property
118 is destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at
119 Buyer(s)'s option, and the earnest money shall be refunded to Buyer(s).

120 Buyer(s) Initials: _____ Date: _____ Seller(s) Initials: _____ Date: _____ (Rev. 07/18)



PAGE 3

121 INSPECTIONS AND REPAIRS: Seller(s) shall make the Property available for all inspections and tests upon reasonable notice
122 by Buyer(s). Seller(s) shall at Seller(s)'s expense have all utilities on, including any propane, at the time of inspections. Any
123 agreed upon repairs or other actions to correct items shall be completed by Seller(s) prior to Closing unless both parties agree
124 in writing that funds for such repairs shall be escrowed.
125

126 SQUARE FOOTAGE AND/OR ACREAGE: Buyer(s) is aware that any reference to the square footage and/or acreage of the
127 Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a
128 material matter to the Buyer(s), it must be verified by the Buyer(s).
129

130 SELLER(S) WARRANTIES:

131 Seller(s) warrants that building(s) is/are, or will be, constructed entirely within the boundary lines of the Property.
132 Seller(s) warrants that there is a right of access to the Property from a public right of way.
133 Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees;
134 and 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days promptly preceding the closing, used in
135 connection with construction, alteration, or repair of any structure on, or improvement to, the Property.
136 Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law,
137 ordinance, or regulation for a condition that remains uncorrected, or any other notice from any governmental authority
138 regarding the subject Property.
139 Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or
140 authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to
141 Buyer(s) promptly.
142 Seller(s) warrants that all appliances, heating, air conditioning, wiring and plumbing systems used and located on the
143 Property will be in working order on the date of closing, except as noted in the Property disclosure statement.
144 Seller(s) warrants that the Property is directly connected to: City Sewer: ___yes ___no ___ Well: ___yes ___no
145 Water system is: ___ City ___ Rural. If rural, will membership be transferred? ___yes ___no ___ N/A
146

147 FINAL WALK THROUGH: The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a
148 final walk through of the Property for the purpose of determining that repairs have been completed and that the Property is in
149 substantially the same condition as on the date of acceptance of the contract. Seller(s) understands that the final walk through
150 requires that the utilities be on, including propane, if applicable, and the Seller(s) is responsible for providing same at his
151 expense. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of any liability.
152

153 BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS: Buyer(s) is advised by Broker to obtain
154 inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult
155 government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of
156 the Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for
157 evaluation of potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s)
158 harmless from all liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections.
159 The inspection period is the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives
160 any claim for an item warranted by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and
161 does not notify the Seller(s) in writing of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from
162 any liability for any defects in the Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon
163 receipt, at no cost, copies of all reports concerning the Property obtained by Buyer(s).
164

165 HOME PROTECTION PLAN: The Buyer(s) and/or Seller(s), at their option, may purchase a Home Protection Plan. This is an
166 option and each plan may vary. Please contact Broker if you are interested. If no action is taken, it will be assumed that you
167 waive this option. Buyer(s) has been made aware of the availability of home warranty plans.

168 Buyer(s) (Check one): ___ Elects ___ Declines to have a home warranty plan.
169 If elects, plan to be paid by (Check one): ___ Buyer(s) or ___ Seller(s) at a cost not to exceed \$ ___. Plan to be
170 ordered by (Check one): ___ Listing Broker ___ Selling Broker. Broker and/or agent ordering the plan may receive a
171 processing fee for services related to the purchase of a home protection plan.
172

173 MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual
174 offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney
175 General's web site at http://www.sexoffender.nd.gov/.
176

177 LEAD-BASED PAINT DISCLOSURE: Was Property built prior to 1978? ___ yes ___ no If yes, this purchase
178 agreement is contingent on Buyer(s)'s review and acceptance of the Seller(s)'s "Disclosure of Information on Lead-
179 Based Paint and Lead-Based Paint Hazards" (see Contingencies section).

180 Buyer(s) Initials: _____ Date: _____ Seller(s) Initials: _____ Date: _____ (Rev. 07/18)



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

197
 198 **CONTINGENCIES:** All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject
 199 to the satisfaction of those contingencies which are initialed below by both parties.
 200

201 **Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) 9-10-18 (contingency completion date),**
 202 **all contingencies agreed to in items 1 through 15 below shall be addressed to completion. The party with the option to**
 203 **terminate shall in no event have less than 48 hours from receipt of required information/documentation to give notice**
 204 **of termination, even if the contingency completion date is extended as a result.**
 205

206 Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the
 207 purchase agreement; said option to be exercised by giving written notice by the contingency completion date. If such written
 208 notice is given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written
 209 notice is not given by the contingency completion date by a party which had the option to terminate the purchase agreement,
 210 then the option to terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See
 211 "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. 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): <input type="checkbox"/> Physical Property Inspection <input type="checkbox"/> Radon <input type="checkbox"/> Mold <input type="checkbox"/> Lead-Based Paint <input type="checkbox"/> Septic System <input type="checkbox"/> Asbestos <input type="checkbox"/> Well <input type="checkbox"/> Other:			
3. LEAD-BASED PAINT: Seller(s) to provide Lead-Based Paint Disclosure (for properties built prior to 1978 only). If Buyer does not approve Lead-Based Paint Disclosure, Buyer has the option to terminate this purchase agreement.			
4. CLAIMS LOSS HISTORY: Seller(s) shall provide an insurance claims loss history report to Buyer(s). (Note: there are several kinds of such reports, one example is a CLUE report). If Buyer does not approve claims loss history report, Buyer has the option to terminate this purchase agreement.			
5. INSURANCE ADJUSTER'S REPORT: Seller(s) shall provide copies of any insurance adjuster's reports for the previous <u> </u> years. If Buyer does not approve insurance adjuster's reports, Buyer has the option to terminate this purchase agreement.			
6. 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.			
7. CONDO DOCUMENTS: Seller(s) shall provide current copies of condo by-laws and amendments, regulations, most recent financial statement, and minutes of the last two meetings. If Buyer does not approve these condo documents, Buyer has the option to terminate this purchase agreement.			
8. 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.			
9. 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.			
Buyer(s) Initials:	Date:	Seller(s) Initials:	Date:
(Rev 07/18)			



10. 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.	BUYER(S) INITIALS	SELLER(S) INITIALS
11. MANUFACTURED HOME PARK: Buyer(s) shall give notice to Seller(s) that approval has been obtained from manufactured home park for Buyer(s) to reside in the manufactured home in its existing location. If Buyer fails to timely provide notice of such approval, either party has the option to terminate this purchase agreement.		
12. 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.		
13. 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.		
14. 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.		
15. 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.		

OTHER CONTINGENCIES:

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

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

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 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:
 THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL OF THIS PURCHASE BY THE FULL BOARD OF THE MORTON COUNTY WATER RESOURCE DISTRICT.
 IF SAID BOARD OF DIRECTORS DO NOT APPROVE THIS PURCHASE, THIS AGREEMENT SHALL BE VOID AND ALL EARNEST MONEY REFUNDED TO THE BUYER FORWITH.

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, roof, 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: PARTICK MADDOCK (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.

Buyer(s) Initials: _____ Date: _____ Seller(s) Initials: _____ Date: _____ (Rev 07/18)

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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

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

_____ Buyer's Signature	_____ Date	_____ Buyer's Signature	_____ Date
_____ Address		_____ Address	
_____ City, State, Zip		_____ City, State, Zip	

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

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

Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: PATRICK MADDOCK

Brokerage: OAKTREE REALTORS Telephone: 391-8867

The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s) Agent or, if the Buyer is not represented by an agent, to the Buyer.
The undersigned agree to sell the Property on the terms and conditions herein stated.

_____ Seller's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Seller's Name Printed		_____ Seller's Name Printed	
_____ Seller's Address		_____ Seller's Address	
_____ City, State, Zip		_____ City, State, Zip	

Marital status (REQUIRED by Title companies): _____

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

Deliver To:

RE: Missouri West Water System/ Morton County Water Resource District

File No.: 64129

Thanks for the order!

**Bismarck Title Company
207 S. Washington Street
Bismarck, ND 58504
Ph. 701-222-4247
Fax 701-221-3039**

**Morton County Title Company
207 S. Washington Street
Bismarck, ND 58504
Ph. 701-663-7000
Fax 701-751-7004**



COMMITMENT FOR TITLE INSURANCE

Issued By
Commonwealth Land Title Insurance Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form

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- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Order No.: 64129
ALTA® Universal ID: 0003328
Property Address: 4302 30th Ave. NW, Mandan, ND 58554

Prepared For:

Inquires Should be Directed to: TITLE OFFICER: Brad Weigum
(brad@bismarcktitle.com/701-222-4247)
CLOSING OFFICER: Tami Stecher
(tami@bismarcktitle.com/701-222-1676)
CLOSING ASSISTANT: Linda Carvell
(linda@bismarcktitle.com/701-751-1640)
Bismarck Title Company Ph: (701)222-4247 Fax: (701)221-3039
Morton County Title Co. Ph: (701)663-7000 Fax: (701)751-7004
207 South Washington St., Bismarck, ND 58504

SCHEDULE A

1. Commitment Date: August 15, 2018 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy 2006
Proposed Insured: Missouri West Water System/ Morton County Water Resource District (subject to change see requirements)
Proposed Policy Amount: \$254,779.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee simple.
4. Title to the Fee simple estate or interest in the Land is at the Commitment Date vested in:

Nodak Storage, LLC, as evidenced by deed dated May 16, 2014 and filed for record May 16, 2014 as Document No. 457141.
5. The Land is described as follows:

LOT 3, BLOCK 4, MANDAN INDUSTRIAL PARK 7TH ADDITION TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

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AMERICAN
LAND TITLE
ASSOCIATION



Bismarck Title Company

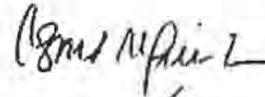


Brad Weigum

COMMONWEALTH LAND TITLE INSURANCE COMPANY



BY



ATTORNEY

President



Secretary

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
6. The Purchase Agreement states that this transaction is contingent upon the approval of this purchase by the Morton County Water Resource District. The company requires proof that this contingency has been met.
7. Amend the Purchase Agreement to reflect the seller as Nodak Storage, LLC (the record title owner).
8. The Purchase Agreement states that the buyer is MISSOURI WEST SYSTEM/MORTON COUNTY WATER DISTRICT. MISSOURI WEST SYSTEM is a trade name and cannot hold title. The company has done an online search of the ND Secretary of States office for MORTON COUNTY RESOURCE DISTRICT and does not find it registered. The company must be informed how title will be held by the buyer and the Purchase Agreement will have to be amended accordingly. Further requirements, revisions and exceptions may be made once informed.
9. The Company requires for its review satisfactory copy of the Operating Agreement and the regulations of Nodak Storage, LLC, any amendment thereof, and satisfactory evidence of authority of the officers, managers, or members to execute the documents. The Company may make additional requirements and/or exceptions upon review.
10. The subject property must be conveyed by Nodak Storage, LLC via Warranty Deed executed by Authorized Agent(s).

Note: The company will prepare this deed once the Operating Agreement is reviewed.

11. NOTE: Please see attached "North Dakota Good Funds Law" requirements for good funds to be collected prior to closing.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
7. Taxes and special assessments which are not shown as existing liens by the Public Records.
8. "Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed."
9. Taxes for the year 2018, not yet due, payable or delinquent; and subsequent years.
10. Special Assessments levied against the property by the city and/or county.

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11. Unpatented mining claims; reservations or exceptions in patents, or any act authorizing the issuance thereof; water rights, claims or title to water, including but not limited to a Right of Way for ditches or canals constructed by the authority of the United States over the W $\frac{1}{2}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 17, Township 139, Range 81, as reserved in the Patent Deed dated April 2, 1896, executed by the United States of America to the Northern Pacific Railroad Company, filed for record on May 10, 1897 at 3:00 P.M. in Book 1 of Deeds, page 504. See instrument for full particulars.
12. Unpatented mining claims; reservations or exceptions in patents, or any act authorizing the issuance thereof; water rights, claims or title to water, including but not limited to a Right of Way for ditches or canals constructed by the authority of the United States over the E $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ and SE $\frac{1}{4}$ of Section 17, Township 139, Range 81, as reserved in the Patent Deed dated January 17, 1896, executed by the United States of America to the Northern Pacific Railroad Company, filed for record on August 7, 1899 at 2:00 P.M. in Book 1 of P.B., page 377. See instrument for full particulars.
13. Oil, gas and mineral reservations as provided by Chapter 165, 1941 Session Laws, upon the SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 17, Township 139, Range 81, as contained in the Quit Claim Deed from The State of North Dakota and The Board of University and School Lands of the State of North Dakota, to Bertha B. Love, dated May 11, 1944, filed for record December 21, 1945 at 11:00 AM in Book 73 Dds., page 544. See instrument for full particulars. Note: The Company makes no representation as to the present ownership of this interest.
14. Electric Transmission and Telephone Line Easement to Montana-Dakota Utilities Co. upon all of Section 17, Township 139, Range 81, dated June 23, 1948, filed for record June 25, 1948 at 3:18 PM in Book 33 Mcl., page 285. See instrument for full particulars. Note: The Company makes no representation as to the present ownership of this interest.
15. Right of way to State of North Dakota for the use and benefit of the State Highway Department as conveyed in Warranty Deed dated April 21, 1964 filed April 28, 1964 at 10:30 A.M. recorded in Book 115 Dds page 454 for a public right of way. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
16. Right of way to County of Morton, for the use and benefit of the County of Morton as conveyed in Warranty Deed dated June 15, 1971 filed March 6, 1973 at 2:50 P.M. recorded in Book 127 Dds page 319 for a public right of way. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
17. Right of way to County of Morton, for the use and benefit of the county of Morton as conveyed in Warranty Deed dated September 21, 1966 filed March 2, 1967 at 2:28 P.M. recorded in Book 121 Dds page 187 for a public right of way. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
18. Right of Way Easement to Northwestern Bell Telephone Company for an underground telephone and communications line upon S $\frac{1}{2}$ of Section 8, the N $\frac{1}{2}$ of Section 17, and the W $\frac{1}{2}$ of Section 16 including Lots 19, 24 and the streets of Sunset Acres, all located in Township 139, Range 81, consisting of that strip of land 1 Foot wider (6 inches on each side) than that amount of land required by the telephone cable, dated February 15, 1966, filed for record October 17, 1966 at 9:01 AM in Book 53 Mcl., page 575. See instrument for full particulars. Note: The Company makes no representation as to the present ownership

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of this interest.

19. Easement to Roughrider Cooperative as contained in instrument dated May 2, 1975 filed July 7, 1975 at 4:34 P.M. recorded in Book 67 Mel page 387 for water and sewer lines; And as contained in instrument May 22, 1975 filed July 7, 1975 at 4:42 P.M. recorded in Book 67 Mel page 390 for a water line covering property more fully described in said instrument. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
20. Right of Way Easement to Mor-Gran-Sou Electric Cooperative upon the S½ of Section 8, the NE¼ of Section 16, and the NE¼ of Section 17, Township 139, Range 81, for an electric transmission or distribution line or system, dated April 16, 1973, filed for record January 19, 1977 at 2:50 PM in Book 73 Mcl., page 85. See instrument for full particulars. Note: The Company makes no representation as to the present ownership of this interest.
21. Right of Way Easement to Mor-Gran-Sou Electric Cooperative upon the S½ of Section 8, the NE¼ of Section 16, and the NE¼ of Section 17, Township 139, Range 81, for an electric transmission or distribution line or system, dated April 16, 1973, filed for record January 19, 1977 at 3:40 PM in Book 73 Mcl., page 112. See instrument for full particulars. Note: The Company makes no representation as to the present ownership of this interest.
22. Terms and provisions of the Oil and Gas Lease dated February 21, 1978, filed for record April 3, 1978 at 8:52 AM in Book 76 Mcl., page 171, executed by and between State of North Dakota, lessor, to Pennzoil Company, lessee, for the term of 5 years from date of instrument and so long thereafter as oil and gas are produced in paying quantities, upon the terms, conditions and covenants therein provided. See instrument for full particulars.
23. Easement to the city of Mandan dated June 15, 1976 filed Dec. 18, 1978 at 4:46 P.M. recorded in Book 77 Mel page 354 for use as a public highway and the right to install sewer, water and gas mains, telephone and electric cables and other utilities covering a strip of land 100 feet wide and lying 50 feet on each side of a center line, said centerline being described as follows: Beginning at a point which lies 1956.88 feet south and 2187.90 feet East of the Northwest corner of Section 17-139-81, said point also being on the East boundary line of Developers West Acres Addition to the City of Mandan, ND; thence N82°28'44"E a distance of 309.37 feet; thence S87°43'08"E a distance of 531.51 feet to a point on the West boundary line of the Mandan Industrial Park, where the westerly extended centerline of Walker Drive intersects said West boundary line of said Mandan Industrial Park. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
24. Right of Way Easement to Mor-Gran-Sou Electric Cooperative upon the SE¼ of Section 8 and the NE¼ of Section 17, Township 139, Range 81, for an electric transmission or distribution line or system, dated April 16, 1973, filed for record December 20, 1979 at 2:16 PM as Document No. 266239. This Easement assigned to Montana-Dakota Utilities Co. as it relates to the NE¼ of Section 17, Township 139, Range 81. See instrument for full particulars. Note: The Company makes no representation as to the present ownership of this interest.
25. Right of Way Easement to Mor-Gran-Sou Electric Cooperative, dated May 10, 1976, filed for record April 17, 1978 at 3:56 PM in Book 76 Mcl, page 282, for an electric transmission and/or distribution line or system upon part of the N½N½N½ of Section 17, Township 139, Range 81. See instrument for full

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particulars. Note: The Company makes no representation as to the current ownership of this interest.

26. Right of Way Easement to Mor-Gran-Sou Electric Cooperative, dated September 29, 1978, filed for record February 26, 1979 at 10:18 AM in Book 77 Mcl, page 522, for an electric transmission and/or distribution line or system upon part of the NW¼ of Section 17, Township 139, Range 81. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
27. Easement to Northwestern Bell Telephone Company as contained in instrument dated December 7, 1987 filed Feb. 25, 1988 at 4:10 P.M. recorded as Doc. No. 302501 for communication system (Blanket easement and exact location of line cannot be determined). See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
28. Easement for Right of Way for Sanitary Sewer Line to the City of Mandan filed for record March 23, 1999 as Document No. 354955 for sanitary sewer line, storm sewer line, together with access thereto for the purpose of maintaining and servicing and repairing said, with adjacent land as may be necessary for such purposes, on and under land described in said instrument. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
29. Easement for Right of Way for Sanitary Sewer Line to the City of Mandan filed for record March 23, 1999 as Document No. 354956 for sanitary sewer line, storm sewer line, together with access thereto for the purpose of maintaining and servicing and repairing said, with adjacent land as may be necessary for such purposes, on and under land described in said instrument. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
30. Easement to Mor-Gran-Sou Electric, Inc., as contained in instrument dated April 22, 1994 filed May 16, 1995 at 4:01 P.M. recorded as Doc. No. 335098 for an electric transmission and/or distribution line or system covering Lot 14, Scott's Acres and part of the E? of Section 17-139-81. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest.
31. Any and all matters that affect the land as shown on the Plat of Mandan Industrial Park 7th Addition, filed for record October 22, 2002 as Document No. 375762. See instrument for full particulars.
32. Terms, conditions and provisions as contained in the Resolution Approving Plans and Specifications and Authorizing Execution of 3-Way Agreement for Water Improvement Project No. 2003-03, filed for record March 26, 2003 at 8:06 AM, recorded as Document No. 378938. See instrument for full particulars.
33. Terms, conditions and provisions as contained in the Resolution Approving Plans and Specifications and Authorizing Execution of 3-Way Agreement for Water Improvement project No. 2003-03, filed for record March 26, 2003 at 8:10 AM, recorded as Document No. 378940. See instrument for full particulars.
34. Right of Way Easement to Mor-Gran-Sou Electric Cooperative, Inc. recorded as Document No.'s 383980, 394704 and 407296 for an electric transmission or distribution line or system upon Section 17, Township 139, Range 81. See instruments for full particulars.
35. Terms, conditions and provisions as contained in the Resolution Creating Street Improvement District

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No. 125, filed for record July 13, 2004 at 11:14 AM, recorded as Document No. 389627. See instrument for full particulars.

36. Right of Way Easement to Mor-Gran-Sou Electric Cooperative, dated May 17, 2004, filed for record April 26, 2005 as Document No. 394695, for an electric transmission and/or distribution line or system upon part of the NW¼ of Section 17, Township 139, Range 81. See instrument for full particulars. Note: The Company makes no representation as to the current ownership of this interest. Note: The Company makes no representation as to the current ownership of this interest.
37. Terms and conditions as contained in the City of Mandan Resolution Approving Plans and Specifications and Authorizing Execution of 3-Way Agreement for Water Improvement District no. 2003-03 filed for record March 26, 2003 as Document No.'s 378938 and 378940. See instruments for full particulars.
38. Terms and conditions as contained in Resolution Declaring the Necessity of an Improvement Project in and for Street Improvements District No. 117 filed for record April 3, 2003 as Document No. 379208. See instrument for full particulars.
39. Terms and conditions as contained in City of Mandan Resolution Approving Engineer's Report and Estimate of Probable Costs of the Improvement in Street Improvement District No. 117 filed for record Oct. 20, 2003 as Document No. 384422. See instrument for full particulars.

NOTE: Tax and Special Assessment information as provided by the appropriate County and City offices is attached to this commitment on the following page(s) and is summarized herein.

Tax Identification Number: 65-2211440
2017 Consolidated Real Estate Tax: \$1,719.82
2017 Installment of Special Assessments: \$1,901.45
Street Address: 4302 30th Avenue NW - Mandan, ND 58554

Taxes for the year 2017 and all prior years are paid.

The principal balance of special assessments as of this date is \$5,059.57, plus interest, with the installment for the year 2018 estimated at \$1,911.52.

NOTE: THIS IS A SUMMARY FOR YOUR INFORMATION ONLY. SEE ATTACHED TAX PRINTOUT FOR COMPLETE VERIFICATION OF THIS INFORMATION.

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NORTH DAKOTA GOOD FUNDS LAW

Section 47-34 of the North Dakota Century Code, relating to good funds for real estate transactions, has been amended, and **effective August 1, 2013**, can be summarized as follows:

"Collected funds" means a cash deposit or a check that has been presented for payment and for which payment has been irrevocably credited to the closing agent's escrow account.

"Good funds" means funds in any one or more of the following forms:

1. United States currency (*up to \$3000 accepted by Bismarck Title Company*).
2. Wired funds unconditionally held by and irrevocably credited to the escrow account of the closing agent (*must be in escrow account prior to closing*).
3. A check that has been presented for payment and for which payment has been collected (*personal checks limit of \$500*).
4. A check that is drawn on the trust account of a real estate broker licensed under Chapter 43-23 or on the trust account maintained by an attorney under the North Dakota Rules of Professional Conduct, for which funds are collected funds by the real estate broker or the attorney's trust account.
5. A cashier's check not to exceed fifty thousand dollars (\$50,000) in the aggregate which is received by the closing agent and which is drawn on an existing account at a bank, savings and loan association, credit union, or savings bank chartered under the laws of a state or the United States located in ND, MN, MT, or SD.
6. A check drawn on the escrow account of another closing agent in ND, MN, MT, or SD.
7. Funds transferred to the closing agent's escrow account by the bank, savings and loan association, credit union, or savings bank that is the host institution of the closing agent's escrow account.

So, the significant changes for closings **on or after August 1, 2013** are as follows:

- No limit on earnest money check drawn on collected funds of a real estate broker trust account (formerly \$3,000).
- Limit of \$50,000 for cashier's checks from buyers/sellers/lenders presented at closing (formerly \$10,000). All funds over \$50,000 (except those under Sections 4, 6 and 7 above) must be wired (pursuant to Section 2 above). *Bismarck Title Company requires cashiers checks drawn on banks (ND, MN, MT, SD) clearing through the 9th Federal Reserve district or the Bank of North Dakota.*

Title companies operate in a complex legal and regulatory environment on the state and federal level. Choose a title company that understands and follows these laws and regulations:

Choose BISMARCK TITLE COMPANY - it matters!

Bismarck Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Bismarck Title Company**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**FIDELITY NATIONAL
FINANCIAL PRIVACY NOTICE**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address, demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the “Website”).

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver’s license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.

- To improve our products and services.

- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances (“opt-out”):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize “do not track” requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- ?first and last name;
- ?property address;
- ?user name and password;
- ?loan number;
- ?social security number - masked upon entry;
- ?email address;
- ?three security questions and answers; and
- ?IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida
32204 Attn: Chief Privacy
Officer (888) 934-3354

Deed: MORTON COUNTY WATER RES DIST
 Contract:
 CID#: 09707
 DBA:
 MLS:

Map Area: Zone 6 - Vacant Land
 Route: 000-000-000
 Tax Dist: M1
 Plat Page:
 Subdiv: MANDAN IND PARK 7TH

Checks/Tags:
 Lister/Date:
 Review/Date: MA, 10/22/2018
 Entry Status:

Urban / Exempt

Legal: LOT 3 BLOCK 4 MANDAN INDUSTRIAL PARK 7TH

								Land							
Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres								
Lump Sum						65,354.00	1.500								
Grand Total						65,354.00	1.500								

Street		Utilities		Zoning		Land Use	
Lump Sum	None	None	None	MA	Commercial		

Sales				Building Permits				Values				
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	Type			Pr Yr: 2018
09/06/2018	\$254,779	D024	485249						Land			\$130,700
05/14/2014	\$182,952	D017	457141						Dwlg			
07/15/2004	\$44,300	D000	389777						Impr			
									Total			\$130,700

Prior Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
2018		Appr	Urban	Comm	\$130,700	\$0	\$0	\$0	\$130,700
2017		Appr	Urban	Comm	\$130,700	\$0	\$0	\$0	\$130,700
2016		Appr	Urban	Comm	\$130,700	\$0	\$0	\$0	\$130,700



Notes:

10/22/2018-SALE REVIEW MOVED FROM TAXABLE TO NON TAXALE SOLD TO MORTON COUNTY-MELANIE

2018 Morton County Real Estate Tax Statement

Statement No: 17309

Parcel Number
65-2211440

Jurisdiction
City of Mandan

Owner
MORTON COUNTY WATER RES

Physical Location
4302 30TH AVE NW
MANDAN, ND58554

Legal Description
SUBDIV:MANDAN INDUSTRIAL PARK 7TH LOT:3 BLK:4
9707

Legislative tax relief (3-year comparison)			
	2016	2017	2018
Legislative tax relief	1,026.26	902.62	935.82
Tax distribution (3-year comparison):			
	2016	2017	2018
True and Full Value	130,700	130,700	130,700
Taxable Value	6,535	6,535	6,535
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	6,535	6,535	6,535
Total mill levy	266.990	263.170	262.530
Taxes By District (in dollars):			
City	384.54	419.98	408.98
County	498.72	430.74	403.12
Other	11.70	9.74	8.62
Park	181.24	179.84	182.98
School (after State Reduction)	662.06	672.98	705.39
State	6.54	6.54	6.54
Consolidated Tax	1,744.80	1,719.82	1,715.63
Less: 12% state-paid tax credit	209.38	0.00	0.00
Net consolidated tax	1,535.42	1,719.82	1,715.63
Net effective tax rate	1.17%	1.32%	1.31%

2018 TAX BREAKDOWN

Net consolidated tax	1,715.63
Plus: Special Assessments	1,911.52
Total tax due	3,627.15
Less: 5% discount, if paid by February 15, 2019	-85.78
Amount due by February 15, 2019	3,541.37

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	2,769.34
Payment 2: Pay by October 15, 2019	857.81

Special assessments:

Principal	1,698.31
Interest	213.21
Installment payment due	1,911.52
Remaining balance due	3,218.42

Penalty on 1st Installment & Specials:	
March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%
Penalty on 2nd Installment:	
October 16, 2019	6%

FOR ASSISTANCE, CONTACT:

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

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

MORTON COUNTY WATER RES DIST
PO BOX 176
MANDAN ND 58554

Parcel Number: 65-2211440
Statement Number: 17309
Owner ID: 17359

Total tax due	3,627.15
Less: 5% discount	-85.78
Amount due by February 15, 2019	3,541.37

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	2,769.34
Payment 2: Pay by October 15, 2019	857.81

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
No receipt will be issued.



65-2211440

57-02-05.1. Personal property defined.

Personal property, for the purpose of taxation, includes all property that is not included within the definition of real property.

57-02-06. Who are deemed merchants.

Repealed by S.L. 1983, ch. 595, § 3.

57-02-07. Who are deemed manufacturers.

Repealed by S.L. 1983, ch. 595, § 3.

57-02-08. Property exempt from taxation.

All property described in this section to the extent herein limited shall be exempt from taxation:

1. All property owned exclusively by the United States except any such property which the state and its political subdivisions are authorized by the laws of the United States to tax.
2. All property owned by this state, but no lands contracted to be sold by the state shall be exempt.
3. All property belonging to any political subdivision and the leasehold interest in property leased by a political subdivision from another political subdivision.
4. Property of Indians if the title of that property is inalienable without the consent of the United States secretary of the interior.
5. All lands used exclusively for burying grounds or cemeteries.
6. All property belonging to schools, academies, colleges, or other institutions of learning, not otherwise used with a view to profit, and all dormitories and boarding halls, including the land upon which they are situated, owned and managed by any religious corporation for educational or charitable purposes for the use of students in attendance upon any educational institution, if such dormitories and boarding halls are not managed or used for the purpose of making a profit over and above the cost of maintenance and operation.
7. Repealed by S.L. 2011, ch. 445, § 2.
8. All buildings belonging to institutions of public charity, including public hospitals and nursing homes licensed pursuant to section 23-16-01 under the control of religious or charitable institutions, used wholly or in part for public charity, together with the land actually occupied by such institutions not leased or otherwise used with a view to profit. The exemption provided by this subsection includes any dormitory, dwelling, or residential-type structure, together with necessary land on which such structure is located, owned by a religious or charitable organization recognized as tax exempt under section 501(c)(3) of the United States Internal Revenue Code which is occupied by members of said organization who are subject to a religious vow of poverty and devote and donate substantially all of their time to the religious or charitable activities of the owner.
9. a. All buildings owned by any religious corporation or organization and used for the religious purposes of the organization, and if on the same parcel, dwellings with usual outbuildings, intended and ordinarily used for the residence of the bishop, priest, rector, or other minister in charge of services, land directly under and within the perimeter of those buildings, improved off-street parking or reasonable landscaping or sidewalk area adjoining the main church building, and up to a maximum of five additional acres [2.02 hectares] must be deemed to be property used exclusively for religious purposes, and exempt from taxation, whether the real property consists of one tract or more. If the residence of the bishop, priest, rector, or other minister in charge of services is located on property not adjacent to the church, that residence with usual outbuildings and land on which it is located, up to two acres [.81 hectare], is exempt from taxation.



Consent No. C5ii

Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 12, 2019
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatement for 2017 assessed value of vacant lot exceeds market value

STATEMENT/PURPOSE: To consider correction to the 2017 assessed value for the lot purchased by Brandon Charvat

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-5630000 Aud Lot 11 of SW ¼ Sec 23-139-81 Mandan Lands

Reason for abatement: To correct the 2017 full & true value. The property was purchased for \$35,500 on 12/30/2016. The 2018 Assessed Value was adjusted for the 2018 assessment. Mr. Charvat indicated a market value of \$10,000 on this application. I explained my recommendation of \$35,500 and he said would accept my recommendation.

ATTACHMENTS: Application for Abatement, map and tax bill

FISCAL IMPACT: Estimated fiscal impact for 2017 amounts to \$283.43 to the City and \$1,165.21 for all taxing entities.

STAFF IMPACT: NA

LEGAL REVIEW: NA

RECOMMENDATION: I recommend a motion to approve the Applications for Abatement to correct the 2017 Full & True Value. I recommend a reduction in value of \$88,200 for 2017.

SUGGESTED MOTION: A motion to approve 2017 Full & True Value changes for Brandon Charvat for parcel #65-5630000 as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
County of Morton Property I.D. No. 65-5630000
Name Brandon Charvat Telephone No. _____
Address 210 6th Ave NW Mandan ND 58554

Legal description of the property involved in this application:

AUD LOT 11 OF SW 1/4 SEC 23-139-81 MANDAN LANDS

Total true and full value of the property described above for the year 2017 is:

Land \$ 123,700
Improvements \$ _____
Total \$ 123,700
(1)

Total true and full value of the property described above for the year 2018 should be:

Land \$ 35,500
Improvements \$ _____
Total \$ 35,500
(2)

The difference of \$ 88,200.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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

1. Purchase price of property: \$ 37,500 Date of purchase: _____
Terms: Cash Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? NO Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? NO If yes, how long? _____
yes/no
- Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: NO Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
- Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ 10,000
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that tax for 2017 gets refunded, also
Base real estate tax off of the 2015
calculation Amount of \$10,000.00

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

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

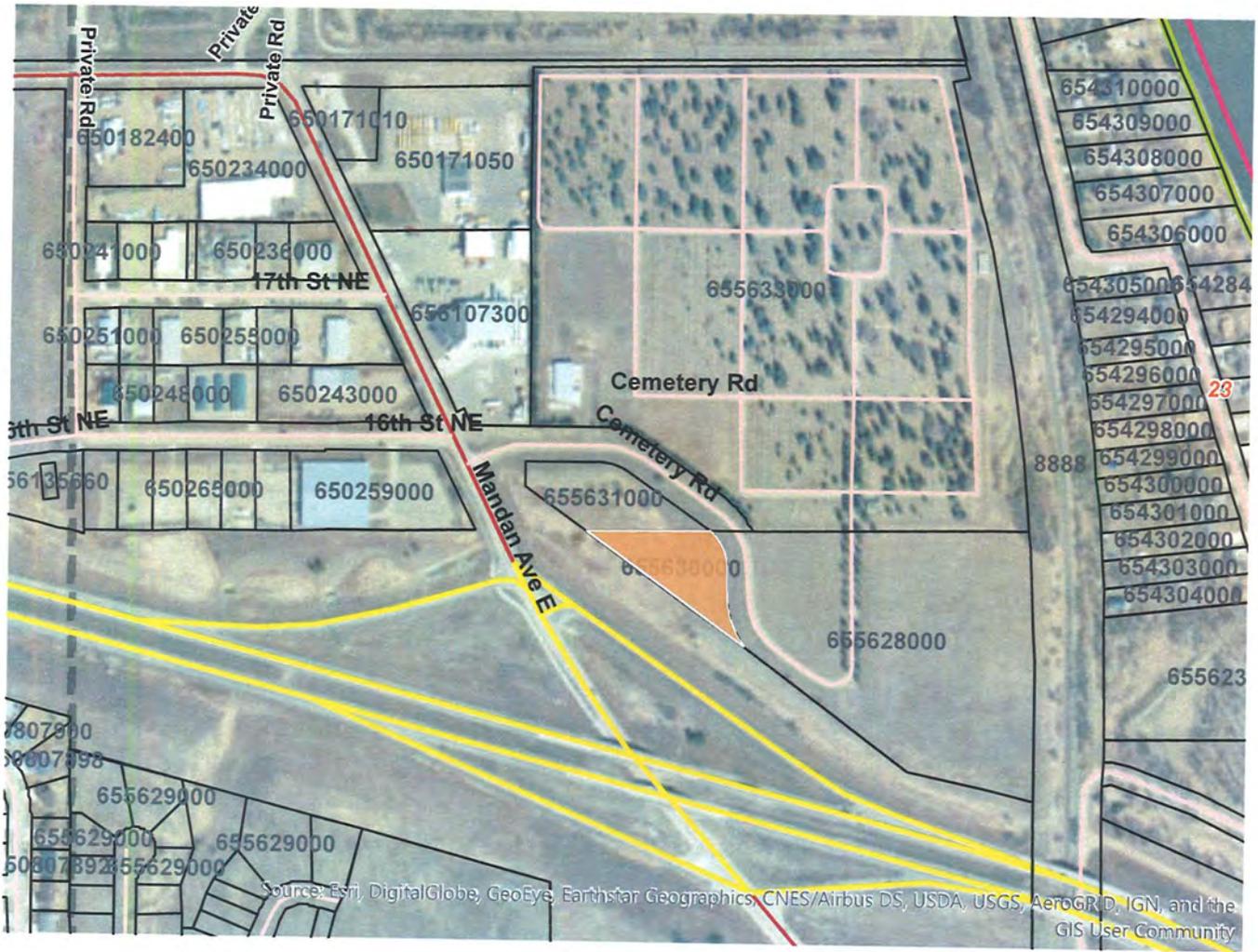
Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Prior Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
1991		Import	Urban	Res	\$1,900	\$0	\$0	\$0	\$1,900
1992		Import	Urban	Res	\$1,900	\$0	\$0	\$0	\$1,900
1993		Import	Urban	Res	\$1,900	\$0	\$0	\$0	\$1,900
1994		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
1995		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
1996		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
1997		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
1998		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
1999		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
2000		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
2001		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
2002		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
2003		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
2004		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
2005		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
2006		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
2007		Import	Urban	Other	\$1,900	\$0	\$0	\$0	\$1,900
2008		Import	Urban	Other	\$2,100	\$0	\$0	\$0	\$2,100
2009		Import	Urban	Other	\$2,200	\$0	\$0	\$0	\$2,200
2010		Import	Urban	Other	\$2,200	\$0	\$0	\$0	\$2,200
2011		Import	Urban	Other	\$2,200	\$0	\$0	\$0	\$2,200
2012		Import	Urban	Other	\$2,300	\$0	\$0	\$0	\$2,300
2013		Import	Urban	Other	\$2,400	\$0	\$0	\$0	\$2,400
2014	Import from County file.	Import	Urban	Other	\$2,300	\$0	\$0	\$0	\$2,300
2015		Appr	Urban	Comm	\$10,000	\$0	\$0	\$0	\$10,000
2016		Appr	Urban	Comm	\$123,700	\$0	\$0	\$0	\$123,700



2018 Morton County Real Estate Tax Statement

Statement No: 20943

Parcel Number
65-5630000

Jurisdiction
City of Mandan

Owner
CHARVAT/BRANDON

Physical Location

2018 TAX BREAKDOWN

Net consolidated tax 470.75
 Plus: Special Assessments 0.00
 Total tax due 470.75

Less: 5% discount,
 if paid by February 15, 2019 -23.54

Amount due by February 15, 2019 447.21

Legal Description

SCT:23 TWN:139 RNG:81
 SUBDIV:MANDAN LANDS
 AUD LOT 11 SW 1/4 (2748) 1.42 ACRES

Legislative tax relief (3-year comparison)

	2016	2017	2018
Legislative tax relief	971.93	854.28	254.19

Tax distribution (3-year comparison):

	2016	2017	2018
True and Full Value	123,700	123,700	35,500
Taxable Value	6,185	6,185	1,775
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	6,185	6,185	1,775
Total mill levy	267.850	264.220	265.210

Taxes By District (in dollars):

	2016	2017	2018
City	363.92	397.54	111.08
County	472.06	407.64	109.49
Other	16.38	15.70	7.10
Park	171.50	170.20	49.70
School (after State Reduction)	626.62	636.94	191.60
State	6.18	6.18	1.78

Consolidated Tax 1,656.66 1,634.20 470.75
 Less: 12% state-paid tax credit 198.80 0.00 0.00

Net consolidated tax 1,457.86 1,634.20 470.75

Net effective tax rate 1.18% 1.32% 1.33%

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019 235.38
 Payment 2: Pay by October 15, 2019 235.37

Penalty on 1st Installment & Specials:

March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%

Penalty on 2nd Installment:

October 16, 2019	6%
------------------	----

FOR ASSISTANCE, CONTACT:

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

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
 210 2ND AVE NW
 MANDAN ND 58554

CHARVAT/BRANDON
 210 6TH AVE NW
 MANDAN ND 58554-5432

Parcel Number: 65-5630000
Statement Number: 20943
Owner ID: 20543

Total tax due 470.75
 Less: 5% discount -23.54
Amount due by February 15, 2019 447.21

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019 235.38
 Payment 2: Pay by October 15, 2019 235.37

MAKE CHECK PAYABLE TO:

Morton County Treasurer
 Your canceled check is your receipt for your payment.
 No receipt will be issued.



65-5630000

VACANT LAND, MANDAN

Deed: CHARVAT/BRANDON

Map Area: Zone 5 - Vacant Land

Checks/Tags:

Mail To: 210 6TH AVE NW

Contract:

Route: 000-000-000

Lister/Date: GR, 06/01/2017

MANDAN, ND 58554-5432

CID#: 02748

Tax Dist: M1

Review/Date: GR, 03/09/2018

DBA:

Plat Page: 0

Entry Status: Estimated

MLS:

Subdiv: MANDAN LANDS 139-81

Urban / Commercial

Legal: AUD LOT 11 OF SW 1/4 SEC 23-139-81 MANDAN LANDS

Land

Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres	Depth/Unit	EFF/Type	Qual./Land	Unit Price	Total	Topo	Econ	Other	\$Adj	Land Total (Rnd nearest \$100)
Lump Sum						61,885.00	1.421					\$35,500	0%	0%	0%	\$0	\$35,500
Grand Total						61,885.00	1.421					\$35,500					\$35,500

Street

Utilities

Zoning

Land Use

Lump Sum	None	None	MA	Not Applicable
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Sales

Building Permits

Values

Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	Type	Appraised	Exempt Amount	Net Assmt	Pr Yr: 2018
12/30/2016	\$35,500	D021	475267						Land	\$35,500	\$0	\$0	\$35,500
									Dwlg		\$0	\$0	
									Impr		\$0	\$0	
									Total	\$35,500	\$0	\$0	\$35,500

Prior Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
2018		Appr	Urban	Comm	\$35,500	\$0	\$0	\$0	\$35,500
2017		Appr	Urban	Comm	\$123,700	\$0	\$0	\$0	\$123,700
2016		Appr	Urban	Comm	\$123,700	\$0	\$0	\$0	\$123,700

Notes:

03/09/2018 REDUCED VALUE TO PURCHASE PRICE

Land Depreciation Notes:

Land basis 1: RESTRICTED ACCESS



Consent No. C5iii

Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 12, 2019
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatement for 2017 & 2018 assessed values exceed market value

STATEMENT/PURPOSE: To consider corrections to the 2017 & 2018 assessed values for property at 202 Collins Ave owned by Eileen M Giese

BACKGROUND/ALTERNATIVES: This parcel is known as parcel #65-2505000 S 24' of Lot 8, Block 23 Mandan Proper (OT)

Reason for abatement: To correct the 2017 & 2018 Full & True values. Owner requested a review of the property. Owner was unable to sell the property at the assessed value. The property was reviewed by assessment staff and corrections were made to the assessment.

ATTACHMENTS: Applications for Abatement, for sale posters submitted with application, tax bill and property card

ESTIMATED FISCAL IMPACT: Estimated fiscal impact for 2017 amounts to \$62.18 to the City and \$255.63 for all taxing entities.
Estimated fiscal impact for 2018 amounts to \$63.64 to the City and \$269.72 for all taxing entities.

STAFF IMPACT: NA

LEGAL REVIEW: NA

Board of City Commissioners

Agenda Documentation

Meeting Date: February 19, 2019

Subject: Abatement applications for Eileen M Giese 202 Collins Avenue

Page 2 of 2

RECOMMENDATION: I recommend a motion to approve the Applications for Abatement to correct the 2017 & 2018 Full & True Values. I recommend a reduction in value of \$21,500 for 2017 & 2018.

SUGGESTED MOTION: A motion to approve 2017 & 2018 Full & True Value changes of \$21,500 as presented for Eileen M. Giese 202 Collins Avenue.

Application For Abatement Or Refund Of Taxes
North Dakota Century Code § 57-23-04

2018

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

State of North Dakota Assessment District City of Mandan
 County of Morton Property I.D. No. 65-2505000
 Name Eileen M. & Bryan L. Giese Telephone No. _____
 Address 1801 10th Ave. SE., Mandan, ND 58554-4836

Legal description of the property involved in this application:

S 24' of Lot 8, Block 23
OT, City of Mandan

Physical address
202 Collins Ave
Mandan, ND

Total true and full value of the property described above for the year 2018 is:

Land \$ 18,200
 Improvements \$ 71,900
 Total \$ 90,100
 (1)

Total true and full value of the property described above for the year 2019 should be:

Land \$ 18,200
 Improvements \$ 49,300
 Total \$ 67,500
 (2)

The difference of \$ 22,600 true and full value between (1) and (2) above is due to the following reason(s):

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

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

1. Purchase price of property: \$ 39,000 Date of purchase: June 20, 2003
 Terms: Cash ~~Contract~~ Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? No Estimated value: \$ _____
 yes/no

2. Has the property been offered for sale on the open market? Yes If yes, how long? 4 months
 yes/no

Asking price: \$ 91,000 Terms of sale: Cash

3. The property was independently appraised: No Purpose of appraisal: _____
 yes/no

N/A Market value estimate: \$ 67,500
 Appraisal was made by whom? Buyer & their bank

4. The applicant's estimate of market value of the property involved in this application is \$ 67,500

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

Applicant asks that Total value for RE taxation be reduced to actual true market value. Lot is only 24' width; buildings need a lot of work and improvements

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

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Bryan L. Giese 1-11-19 Eileen M. Giese 1-11-19
 Signature of Buyer (if other than applicant) Date Signature of Applicant Date

October 5, 2017

€ '18

FOR SALE:

House at 202 Collins Ave.

Mandan, ND - w/ single detached garage

Legal Desc: The South 24' of Lot 8, in Block
23, Original Townsite, City of Mandan
Morton County, ND

Property ID # 65-2505000 - see tax stmt.

Offer to sell/sales price	\$ 105,000 ⁰⁰
Less allowance for items listed below	- 16,000
	<u>\$ 89,000⁰⁰ = Net total</u>

Sellers will provide or pay:

* Updated abstract

* Warranty deed to buyer

* Sold As Is.

* RE taxes & annual special

assessments prorated to date closing

* All existing appliances, carpet,
floor, furnace, air conditioner

Buyers will assume or pay for:

* Loan costs & fees

* Bank or closing fees

* Any title opinion

* Inspection (if required)

* Appraisal (if required)

* Unpaid special
assessments

* West porch is slumping

* East deck not finished

* Garage needs repair

* Ridge cap on all ridges

* Interior repairs, painting etc.

need to be replaced

Contact

BRYAN L. GIESE

107 1st Ave. NW. Mandan

cell phone

DEC. 2018

FOR SALE:

House at 202 Collins Ave.

Mandan, ND - w/ single detached garage

Legal Desc: The South 24' of Lot 8, in Block 23, Original Townsite, City of Mandan, Morton County, ND

Property ID # 65-2505000 - see tax. stmt.

Offer to sell/sales price	\$ 91,000
Less allowance for items listed below	- 16,000
	\$ 75,000 cash

or substantial down-pmt and 10yr CHD @ 5 1/2 % int.

Sellers will provide or pay:

- * Updated abstract
- * Warranty deed to buyer
- * Sold As Is.
- * RE taxes & annual special assessments prorated to date closing.
- * All existing appliances, carpet, floor, furnace, air conditioner

Buyers will assume or pay for:

- * Loan costs & fees
- * Bank or closing fees
- * Any title opinion
- * Inspection (if required)
- * Appraisal (if required)
- * Unpaid special assessments
- * ~~title insurance~~
- * ~~Escrow~~
- * Garage needs repair
- * ~~Property taxes~~
- * Interior repairs, painting etc.
- * ~~to be repaired~~

Contact

BRYAN L. GIESE
 108 1st Ave. NW. Mandan
 cell phone
 office

2018 Morton County Real Estate Tax Statement

Statement No: 17546

Parcel Number
65-2505000

Jurisdiction
City of Mandan

Owner
GIESE/EILEEN M

Physical Location
202 COLLINS AVE
MANDAN, ND58554

Legal Description
SUBDIV:MANDAN PROPER BLK:23
S 24' LOT 8 -3431

2018 TAX BREAKDOWN

Net consolidated tax	1,075.43
Plus: Special Assessments	201.43
Total tax due	1,276.86
Less: 5% discount, if paid by February 15, 2019	-53.77
Amount due by February 15, 2019	1,223.09

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	739.15
Payment 2: Pay by October 15, 2019	537.71

Legislative tax relief
(3-year comparison)
Legislative tax relief

	2016	2017	2018
Legislative tax relief	629.36	553.18	580.69

Tax distribution (3-year comparison):

	2016	2017	2018
True and Full Value	89,000	89,000	90,100
Taxable Value	4,005	4,005	4,055
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0

Net Taxable Value 4,005 4,005 4,055

Total mill levy 267.850 264.220 265.210

Taxes By District (in dollars):

City	235.66	257.40	253.76
County	305.65	263.96	250.16
Other	10.62	10.18	16.22
Park	111.06	110.22	113.55
School (after State Reduction)	405.75	412.44	437.68
State	4.00	4.00	4.06

Consolidated Tax 1,072.74 1,058.20 1,075.43
Less: 12% state-paid tax credit 128.73 0.00 0.00

Net consolidated tax 944.01 1,058.20 1,075.43

Net effective tax rate 1.06% 1.19% 1.19%

Special assessments:

Principal	173.12
Interest	28.31
Installment payment due	201.43
Remaining balance due	692.50

Penalty on 1st Installment & Specials:

March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%

Penalty on 2nd Installment:

October 16, 2019	6%
------------------	----

FOR ASSISTANCE, CONTACT:

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

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

GIESE/EILEEN M
1801 10TH AVE SE
MANDAN ND 58554

Parcel Number: 65-2505000
Statement Number: 17546
Owner ID: 61684

Total tax due	1,276.86
Less: 5% discount	-53.77
Amount due by February 15, 2019	1,223.09

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	739.15
Payment 2: Pay by October 15, 2019	537.71

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
No receipt will be issued.



65-2505000

202 COLLINS AVE, MANDAN

Deed: GIESE/EILEEN M
 Contract:
 CID#: 03431
 DBA:
 MLS:

Map Area: Zone 1 - Res
 Route: 000-000-000
 Tax Dist: M1
 Plat Page:
 Subdiv: MANDAN PROPER (OT)

Checks/Tags:
 Lister/Date: GR, 01/17/2019
 Review/Date: GR, 01/17/2019
 Entry Status: Inspected

Urban / Residential

Legal: S 24' LOT 8 BLOCK 23 MANDAN PROPER (OT)

Land

Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres							
Lump Sum						3,360.00	0.077							
Grand Total						3,360.00	0.077							

Street		Utilities		Zoning		Land Use	
Lump Sum	Paved	City		CB		Residential	

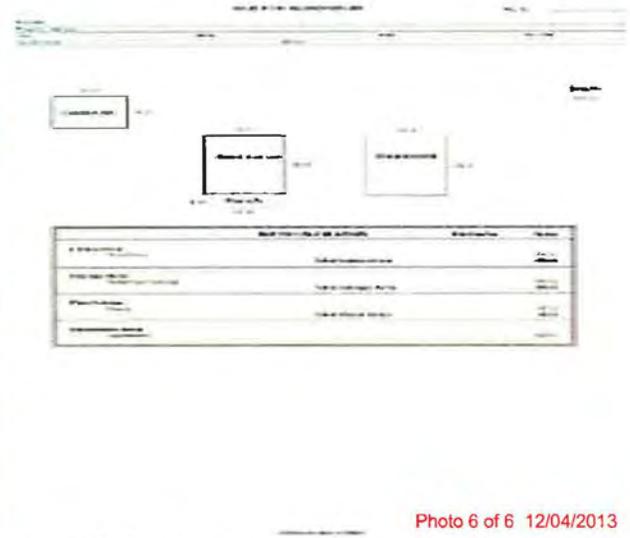
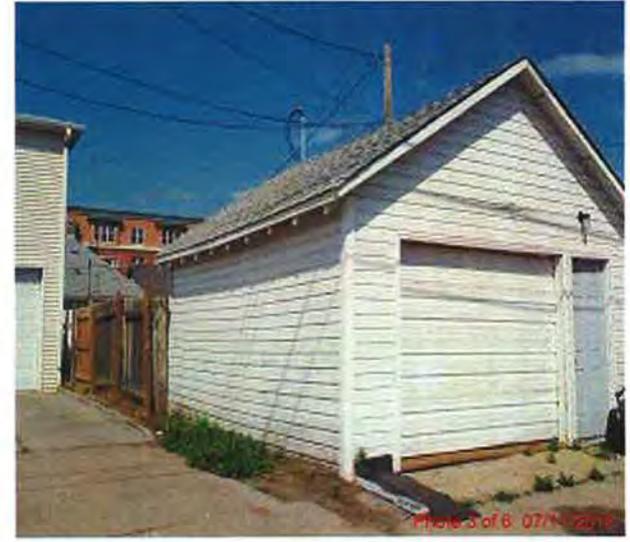
Sales			Building Permits				Values						
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	Type	Appraised	B of R	St. Equalized	Pr Yr: 1991
06/20/2003		D000	381565	10/27/2009	21409	N	\$0860		Land	\$18,200	\$0	\$0	\$14,900
06/20/1988	\$18,300	D000	0						Dwlg	\$49,300	\$0	\$0	\$2,000
									Impr		\$0	\$0	
									Total	\$67,500	\$0	\$0	\$16,900

Res. Structure		Finish		Plumbing		Addition		Garage			
Occ. Code	101	Ttl Rooms Above #	4	Bedrooms Above #	1	Full Bath	1	Addition	1 of 1	Garage	1 of 1
Occ. Descr.	Single-Family / Owner Occupied	Ttl Rooms Below #	2	Bedrooms Below #	2	Shower Stall Bath		Year Built	1929	Style	Det Frm
Year Built	1929	Standard Finish	190			Toilet Room		EFA	89	W X L	0' X 0'
EFA / EfyR	79 / 1939	Foundation	Conc			Lavatory		EFA Year	1929	Area (SF)	288
Arch. Dsgn	Conventional	Exterior Walls	Metal			Water Closet		Style	1 Sty Frm	Year Built	1929
Style	1 Story Frame	Roof	Hip/Asph Comp			Sink		Area (SF)	96	EFA	79
AreaSF/TLA	580 / 676	Interior Finish	Drwl			Shower Stall/Tub		Condition	Normal	EFF Year	1939
GLA 1st/2nd	676 / 0	Flooring	Carpet			Mtl St Sh Bath		Bsmt (SF)		Condition	NML
		Non-base Heating		Fireplace		Mtl Stall Shower		NoBsmt Fir(SF)		Bsmt (SF)	
		Floor/Wall #	0			No Bathroom		Heat	FHA - Gas	Qtrs Over	None
		Pipeless #	0			Wet Bar		AC	No	Qtrs Over (SF)	
		Hand Fired (Y/N)	No			Whirlpool Bathroom		Attic (SF)		Qtrs AC (SF)	
Condition	NML	Space Heat #	0			Whirlpool Tub				Door Opnrs	
		Appliances				No Hot Water Tank				Stalls- Bsmt / Std	-- / 1.00
Basement	Full	Range Unit	[EMPTY]			No Plumbing					
No Bsmt Fir.	0	Oven - Single	[EMPTY]			Sewer & Water Only					
Heat	FHA - Gas	Oven - Double	[EMPTY]			Water Only w/Sink					
AC	No	Dishwasher	[EMPTY]			Hot Tub					
Attic	None	Microwave	[EMPTY]			Bidet					
		Jennair	[EMPTY]			FbglS Service Sink					
		Security System				Urinal					
						Sauna					
						W/Pool Bath w/Shower					



Bldg / Addn	Description	Units	Year					
	101 -- Single-Family / Owner Occupied							
	1 Story Frame	580						
#1	Bsmt Fin - Standard Finish (Avg)	190 Tbl						
	Base Heat: FHA - Gas							
	Deck #1: Wood Deck-Low	120 SF						
Adtn	1 Story Frame	96 SF	1929					
	Garage: Det Frame 0' X 0'	288 SF	1929					

Prior Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
1991		Import	Urban	Res	\$14,900	\$2,000	\$0	\$0	\$16,900
1992		Import	Urban	Res	\$14,900	\$2,000	\$0	\$0	\$16,900
1993		Import	Urban	Comm	\$14,900	\$2,100	\$0	\$0	\$17,000
1994		Import	Urban	Res	\$14,300	\$12,300	\$0	\$0	\$26,600
1995		Import	Urban	Res	\$13,900	\$12,000	\$0	\$0	\$25,900
1996		Import	Urban	Res	\$13,900	\$10,700	\$0	\$0	\$24,600
1997		Import	Urban	Res	\$13,900	\$13,700	\$0	\$0	\$27,600
1998		Import	Urban	Res	\$13,900	\$13,500	\$0	\$0	\$27,400
1999		Import	Urban	Res	\$13,900	\$14,600	\$0	\$0	\$28,500
2000		Import	Urban	Res	\$13,900	\$16,600	\$0	\$0	\$30,500
2001		Import	Urban	Res	\$13,700	\$17,600	\$0	\$0	\$31,300
2002		Import	Urban	Res	\$13,400	\$19,700	\$0	\$0	\$33,100
2003		Import	Urban	Res	\$14,300	\$21,000	\$0	\$0	\$35,300
2004		Import	Urban	Res	\$14,600	\$24,400	\$0	\$0	\$39,000
2005		Import	Urban	Res	\$14,600	\$24,000	\$0	\$0	\$38,600
2006		Import	Urban	Res	\$14,600	\$24,900	\$0	\$0	\$39,500
2007		Import	Urban	Res	\$14,500	\$24,400	\$0	\$0	\$38,900
2008		Import	Urban	Res	\$15,200	\$26,800	\$0	\$0	\$42,000
2009		Import	Urban	Res	\$15,700	\$29,500	\$0	\$0	\$45,200
2010		Import	Urban	Res	\$15,700	\$30,500	\$0	\$0	\$46,200
2011		Import	Urban	Res	\$16,300	\$31,700	\$0	\$0	\$48,000
2012		Import	Urban	Res	\$16,700	\$26,900	\$0	\$0	\$43,600
2013		Import	Urban	Res	\$16,700	\$35,500	\$0	\$0	\$52,200
2014	Import from County file.	Import	Urban	Res	\$18,200	\$36,600	\$0	\$0	\$54,800
2015		Appr	Urban	Res	\$18,200	\$63,400	\$0	\$0	\$81,600
2016		Appr	Urban	Res	\$18,200	\$70,800	\$0	\$0	\$89,000
2017		Appr	Urban	Res	\$18,200	\$70,800	\$0	\$0	\$89,000
2018		Appr	Urban	Res	\$18,200	\$71,900	\$0	\$0	\$90,100

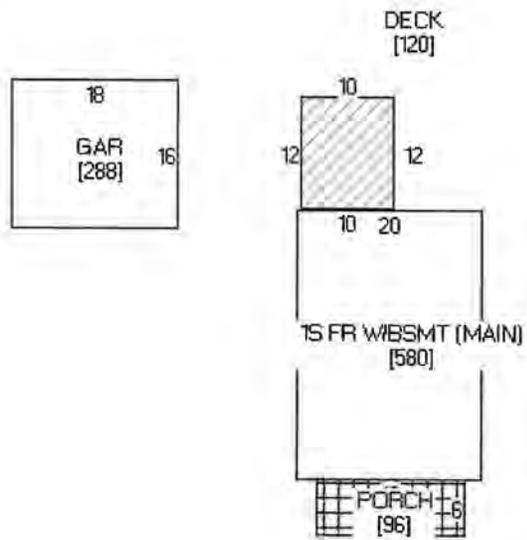


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Notes:

01/17/2019 SMALL HOME ON SMALL LOT FRONT PORCH WAS ADDED ATTACHED TO THE SIDING LEANING AND SLUMPING MAIN FLOOR HAS ONE NONCONFORMING BEDROOM SMALL LIVING, KITCHEN, AND DINING AREAS ONE BATHROOM AT BACK OF HOUSE BASEMENT 1/3 FINISHED TWO SMALL NONCONFORMING BEDROOMS NO BATHROOM 12X10 WOOD DECK ON BACK OF HOUSE DETACHED GARAGE IS NOT FINISHED GARAGE DOOR OPENS PART WAY. CHANGED GRADING TO 5-10 PER VANGARD GRADING GUIDE ABOVE NORMAL TO NORMAL

2-23-17 2-23-17 CHECKED PERMITS FROM FILE, MH
 9/21/2016 UPDATED PIC-MELANIA





Consent No. C5iv

Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 12, 2019
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatement requesting correction to 2018 Full & True Value

STATEMENT/PURPOSE: To consider correction to the 2018 assessed value for the property located at 1008 1st St. SE owned by Lloyd Deringer

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-5709000 LOT 10 OF NE4 SW4 SW4 & LOTS 11-14 OF NW1/4SE1/4SW1/4 SEC 26-139-81

Reason for abatement: To correct the 2018 full & true value. This property consists of a mobile home park with 33 spaces and a rental house. Staff from the assessment office reviewed the property with the owner and found the house to be unlivable and will require significant work before it can be rented again. House was also listed as an office and was corrected. Mobile Home Park was changed from normal to below normal.

ATTACHMENTS: Application for Abatement, tax bill and property card

ESTIMATED FISCAL IMPACT: Estimated fiscal impact for 2018 amounts to \$351.07 to the City and \$1,487.83 for all taxing entities.

STAFF IMPACT: NA

LEGAL REVIEW: NA

RECOMMENDATION: I recommend a motion to approve the Application for Abatement to correct the 2018 Full & True Value. I recommend a reduction in value of \$112,200.

SUGGESTED MOTION: A motion to approve 2018 Full & True Value changes for Lloyd Deringer 1008 1st St. SE as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota Assessment District City of Mandan
 County of Morton Property I.D. No. 65-5709000
 Name Lloyd Deringer Telephone No.
 Address 5315 Fairhill Rd Bismarck, ND 58503

Legal description of the property involved in this application:

LOT 10 OF NE4 SW4 SW4 & LOTS 11-14 OF NW1/4SE1/4SW1/4 SEC 26-139-81

Total true and full value of the property described above for the year 2018 is:

Land	\$ <u>435,600</u>
Improvements	\$ <u>283,900</u>
Total	\$ <u>719,500</u>

(1)

Total true and full value of the property described above for the year 2018 should be:

Land	\$ <u>435,600</u>
Improvements	\$ <u>171,700</u>
Total	\$ <u>607,300</u>

(2)

The difference of \$ 112,200.00 true and full value between (1) and (2) above is due to the following reason(s):

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



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

1. Purchase price of property: \$ 275,000 Date of purchase: July 2001
 Terms: Cash _____ Contract Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? Y yes/no Estimated value: \$ 50,000

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

3. The property was independently appraised: _____ Purpose of appraisal: _____
 Market value estimate: \$ 500,000 - 600,000

Appraisal was made by whom? _____

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

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

Applicant asks that 2018 value be reduced

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

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant Lloyd Deringer Date 1-29-19

2018 Morton County Real Estate Tax Statement

Statement No: 20973

Parcel Number
65-5709000

Jurisdiction
City of Mandan

Owner
DERINGER/LLOYD & MARY E

Physical Location
1008 1ST ST SE
MANDAN, ND58554

Legal Description
SCT:26 TWN:139 RNG:81
SUBDIV:MANDAN LANDS
LOT 10 OF NE 1/4 SW 1/4 SW 1/4 1.00AC &
LOTS 11-12-13-14 OF NW 1/4 SE 1/4 SW

Legislative tax relief (3-year comparison)			
	2016	2017	2018
Legislative tax relief	5,438.68	4,921.91	5,151.63
Tax distribution (3-year comparison):			
	2016	2017	2018
True and Full Value	692,200	712,700	719,500
Taxable Value	34,610	35,635	35,975
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	34,610	35,635	35,975
Total mill levy	267.850	264.220	265.210
Taxes By District (in dollars):			
City	2,036.46	2,290.26	2,251.31
County	2,641.43	2,348.68	2,219.30
Other	91.72	90.52	143.90
Park	959.72	980.68	1,007.30
School (after State Reduction)	3,506.34	3,669.70	3,883.14
State	34.62	35.64	35.98
Consolidated Tax	9,270.29	9,415.48	9,540.93
Less: 12% state-paid tax credit	1,112.43	0.00	0.00
Net consolidated tax	8,157.86	9,415.48	9,540.93
Net effective tax rate	1.18%	1.32%	1.33%

2018 TAX BREAKDOWN

Net consolidated tax	9,540.93
Plus: Special Assessments	330.00
Total tax due	9,870.93
Less: 5% discount, if paid by February 15, 2019	-477.05
Amount due by February 15, 2019	9,393.88

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	5,100.47
Payment 2: Pay by October 15, 2019	4,770.46

Special assessments:

Principal	330.00
Interest	0.00
Installment payment due	330.00
Remaining balance due	0.00

Penalty on 1st Installment & Specials:

March 2, 2019	3%
May 1, 2019	6%
July 1, 2019	9%
October 15, 2019	12%

Penalty on 2nd Installment:

October 16, 2019	6%
------------------	----

FOR ASSISTANCE, CONTACT:

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

Phone: 701.667.3310

Website: www.co.morton.nd.us

2018 Morton County Real Estate Tax Statement

KARI HATZENBUHLER
MORTON COUNTY TREASURER
210 2ND AVE NW
MANDAN ND 58554

DERINGER/LLOYD & MARY E
5315 FAIRHILL RD
BISMARCK ND 58503

Parcel Number: 65-5709000
Statement Number: 20973
Owner ID: 60087

Total tax due	9,870.93
Less: 5% discount	-477.05
Amount due by February 15, 2019	9,393.88

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2019	5,100.47
Payment 2: Pay by October 15, 2019	4,770.46

MAKE CHECK PAYABLE TO:

Morton County Treasurer

Your canceled check is your receipt for your payment.
No receipt will be issued.



65-5709000

Deed: DERINGER/LLOYD
 Contract:
 CID#: 02835
 DBA:
 MLS:

Map Area: Zone 8 - Com
 Route: 000-000-000
 Tax Dist: M1
 Plat Page:
 Subdiv: MANDAN LANDS 139-81

Checks/Tags:
 Lister/Date: GR, 01/16/2019
 Review/Date: GR, 01/17/2019
 Entry Status: Inspected

Urban / Commercial

Legal: LOT 10 OF NE4 SW4 SW4 & LOTS 11-14 OF NW1/4SE1/4SW1/4 SEC 26-139-81

Land							
Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres
Lump Sum						217,800.00	5.000
Grand Total						217,800.00	5.000

Street		Utilities		Zoning		Land Use	
Lump Sum	Paved	City	Not Applicable	Commercial			

Sales			Building Permits			Values				
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	Type	Pr Yr: 2018
04/02/2012	\$275,000	D000	440718						Land	\$435,600
08/01/2001	\$275,000	D003	999999						Dwlg	
08/30/1999	\$245,000	D021	357529						Impr	\$283,900
									Total	\$719,500

Res. Structure		Finish		Plumbing		Addition		Garage			
Occ. Code	101	Ttl Rooms Above #	4	Bedrooms Above #	2	Full Bath	1	Addition	No Additions	Garage	1 of 1
Occ. Descr.	Single-Family / Owner Occupied	Ttl Rooms Below #	1	Bedrooms Below #	0	Shower Stall Bath		Year Built		Style	Att Frm
Year Built	1980					Toilet Room		EFA		W X L	0' X 0'
EFA / EFYr	38 / 1980					Lavatory		EFA Year		Area (SF)	240
Arch. Dsgn	Conventional	Foundation	Conc			Water Closet		Style		Year Built	1980
Style	1 1/2 Story Frame	Exterior Walls	Composite			Sink		Area (SF)		EFA	38
AreaSF/TLA	1,092 / 1,856	Roof	Gable/Asph Comp			Shower Stall/Tub		Condition		EFF Year	1980
GLA 1st/2nd	1,092 / 764	Interior Finish	Combination			Mtl St Sh Bath		Bsmt (SF)		Condition	V Poor
		Flooring	Hardwood			Mtl Stall Shower		NoBsmt Flr(SF)		Bsmt (SF)	
		Non-base Heating		Fireplace		No Bathroom		Heat		Qtrs Over	None
		Floor/Wall #	0			Wet Bar		AC		Qtrs Over (SF)	
		Pipeless #	0			Whirlpool Bathroom		Attic (SF)		Qtrs AC (SF)	
		Hand Fired (Y/N)	No			Whirlpool Tub				Door Opnrs	
		Space Heat #	0			No Hot Water Tank				Stalls- Bsmt / Std	-- / 1.00
Condition	NML	Appliances				No Plumbing					
		Range Unit	[EMPTY]			Sewer & Water Only					
Basement	Full	Oven - Single	[EMPTY]			Water Only w/Sink					
No Bsmt Flr	0	Oven - Double	[EMPTY]			Hot Tub					
Heat	No	Dishwasher	[EMPTY]			Bidet					
AC	No	Microwave	[EMPTY]			Fbgl Service Sink					
Attic	None	[EMPTY]				Urinal					
		Jennair				Sauna					
		Security System				W/Pool Bath w/Shower					



Bldg / Addn	Description	Units	Year
	101 — Single-Family / Owner Occupied		
	1 1/2 Story Frame	1,092	
	Adjustment for no base heat		
	Single Siding Adjustment		
	Garage: Att Frame	240 SF	1980

Precomputed Structure

Occ. Code	703
Occ. Descr.	Manufactured Home Park
Year Built	1960
EFF Age/Yr	58/ 1960
Condition	BL NML
Description	KEN'S MOBILE HOME PARK
Sewer	Yes
Water	Yes
Grade	6
Spaces on Parcel	33
Ttl Park Spaces	33
Price/Space	7,000

Verticals

Ftr & Fdtn					
Exterior wall					
Interior wall					
Pilasters					
Wall facing					
Windows					
Fronts/Doors					

Horizontals

Basement					
Roof					
Ceiling					
Struct. Floor					
Floor Cover					
Partitions					
Framing					
HVAC					
Lighting					
Sprinkler					

Plumbing

B	Ext

Adjustments

Bldg / Acctn	Description	Units	Year					
Bldg	O 703 —Manufactured Home Park							
Pre	P 703 —Manufactured Home Park							

Prior Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
2018		Appr	Urban	Comm	\$435,600	\$0	\$283,900	\$0	\$719,500
2017		Appr	Urban	Comm	\$435,600	\$0	\$277,100	\$0	\$712,700
2016		Appr	Urban	Comm	\$435,600	\$0	\$256,600	\$0	\$692,200





Photo 7 of 14 07/03/2018



Photo 8 of 14 05/31/2018



Photo 9 of 14 05/31/2018





Notes:

Note Title: Original AS400 Notes

01/16/2019 KIM AND GEORGE WALK THRU WITH OWNER MR. DERINGER HOUSE IS DESTROYED WILL NEED MAJOR WORK NO HANDRAILS HOLES IN SHEET ROCK CABINETS COMING OFF WALLS NO BASEMENT FINISH WOULD NEED ALL NEW DOORS AND WINDOWS MOST WINDOWS WERE BROKEN WOULD HAVE TO CHANGE TO EGRESS WINDOWS IN BEDROOMS NEW FLOORING REPAIR ROOFING AND SIDING NO HEAT OR AC. WAS LISTED AS AN OFFICE REMOVED CHANGED TO SINGLE FAMILY (RESIDENTIAL) 5-10 WITH 50% OBS FOR CONDITION. ADDED ATTACHED GARAGE CHANGED MOBIL HOME PARK TO 6 FROM 4 NORMAL TO BELOW NORMAL WAS NOT ABLE TO MEASURE HOUSE DUE TO SNOW AND ICE WILL TAG TO MEASURE IN SPRING

ASSESSED WITH PARCEL 65-5709025

2013 - SEE PARCEL #2835B FOR HOUSE DATA KENS MOBILE HOME COURT NUMBER OF LOTS 33, SIZE OF LOT 50X100 & RENT \$275 AS OF 01/12.



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19th, 2019
PREPARATION DATE: February 11th, 2019
SUBMITTING DEPARTMENT: Police
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Consider Approval for the Police Department
Entering into a Contract with Shallow Creek
Kennels Inc.

STATEMENT/PURPOSE: The Police Department would like to enter into a contract with Shallow Creek Kennels Inc. for the purchase and training of a canine and the training of a handler.

BACKGROUND/ALTERNATIVES: The Police Department has already been approved for the purchase a canine, the cost for the training of the dog and handler and required equipment. The Department would like to purchase the dog and have the training of both the dog and handler through Shallow Creek Kennels of Sharpsville, PA. The next available training session will begin on June 24th, 2019 and is a 6 week training course. Prior to the start of the class, the Department will be able to choose a dog (breed and gender) through Shallow Creek Kennels. The dog will be trained as a Narcotics Detection/Patrol Police Service Dog. Cost of the dog and all training is \$14,500.00.

ATTACHMENTS: Contract for Services with Shallow Creek Kennels Inc.

FISCAL IMPACT: \$14,500 for dog and training

STAFF IMPACT: Officer to attend 6 week training course

LEGAL REVIEW: Reviewed by City Attorney

RECOMMENDATION: Recommend approval for the Police Department entering into a contract with Shallow Creek Kennels Inc. for the purchase of a narcotics detection/patrol police service dog and the training of the dog and handler.

Board of City Commissioners
Agenda Documentation
Meeting Date: February 19th, 2019
Subject: Police Department Contract with Shallow
Creek Kennel Inc.
Page 2 of 2

SUGGESTED MOTION: Move to approve the Police Department entering into a contract with Shallow Creek Kennels Inc. for the purchase of a narcotics detection/patrol police service dog and the training of the dog and handler.

SHALLOW CREEK KENNELS INC.

6572 Seneca Road
Sharpsville, PA 16150

CONTRACT FOR SERVICES

Narcotics Detection/Patrol Police Service Dog

And now this **7th Day of February 2019** this agreement is entered into between Shallow Creek Kennels, Inc. hereinafter referred to as “Contractor” of and **Mandan Police Department**, hereinafter referred to as “Department” and in consideration thereof agree as follows:

ARTICLE I

This agreement will become effective on the date of execution of same and will remain in full force and effect for a period of six weeks which is agreed to be six weeks from the commencement of training, or unless earlier terminated as provided in Article IV of this agreement. Training shall commence no later than **June 24th, 2019**, and is estimated to conclude on or before **August 2nd, 2019**.

ARTICLE II

The contractor will perform the services specified in the description of services attached to this agreement and incorporated herein by reference. The Contractor shall provide the pre-training of **One (1)** canines supplied by the Contractor and the training of **One (1)** handler chosen by the Department. It is specifically agreed that the Contractor shall have sole and exclusive discretion to determine the methods, details and means of performing the services more fully described in Article IV.

ARTICLE III

In consideration for the services to be performed by the Contractor, the Department agrees to pay the Contractor the sum of **\$14,500.00** said to be paid as follows: **\$10,000.00** deposit to be paid by **May 13th, 2019**, and the balance of **\$4,500.00** at the conclusion of the training session, no later than **August 2nd, 2019**. In the event that the Department desires to terminate the Agreement prior to the conclusion of the six week training session, the Department shall forfeit any and all sums of money paid to the Contractor.

ARTICLE IV

The Contractor agrees to devote his time, expertise and effort to the performance of his services to the Department as contracted to under the terms of the Agreement; however, it is specifically understood by the parties that the Contractor may at his discretion engage in and provide other services for additional clients, departments and individuals who may not be a party to this Agreement during the length of this Agreement.

The contractor will supply all of the food and board for the canines who are participating in pre-training under the terms of this Agreement. Further, the Contractor will supply all tools and instruments required to perform the services as contracted to under the terms of the Agreement.

The Department assumes sole and complete responsibility and liability for any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusions of the training sessions.

It is specifically understood and agreed that the Contractor will not be providing worker's compensation insurance to the handler's who may be participating in the training sessions. It is specifically understood and agreed upon by the parties that the Department shall at all times maintain a liability insurance policy on behalf of their canines.

The Contractor will not be liable to the Department or any other individuals who may claim any right due to a relationship with the Department for any act or omission in the performance of the services contracted for under the terms of this Agreement.

Neither this Agreement nor any of the duties or obligations provided for under the terms of the same may be assigned by the Contractor without the prior written consent of the Department.

ARTICLE V

Contractor agrees to train the respective canines possessing the proper drives and characteristics, in the following areas: tracking, area search, article search, building search, criminal apprehension, obedience work, handler protection and narcotics detection with respect to marijuana, cocaine, heroin, methamphetamines and all of their derivatives. Provided that the canine team(s) meets the standards and requirements of the North American Police Work Dog Association at the conclusion of the training sessions contracted for under the terms of this Agreement, the Contractor agrees to certify said canine(s) and handler(s).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer, intending to be legally bound hereby.

WITNESS:

PARTIES OF THE FIRST PART:

C. John Brannon II

Shallow Creek Kennels, Inc. Agent

ATTEST:

PARTY OF THE SECOND PART:

Department



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 14, 2019
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Cost Participation and Maintenance (CPM) agreement for 19th Street Trail Phase I

STATEMENT/PURPOSE: To consider entering into a Cost Participation and Maintenance (CPM) agreement with the DOT necessary to accept the Transportation Alternatives Grant and go forward with opening bids for the 19th Street Phase I Trail project.

BACKGROUND/ALTERNATIVES: Design for Phase I of the 19th Street Trail project has been finished by Stantec Engineering and is currently in NDDOT review. In order to go forward with the project and accept the grant, we must agree to the CPM agreement which outlines our responsibilities.

A notable development in design of this project, the original intent was for a **High-Intensity Activated CrossWalk (HAWK)** signal at the Ridge Drive crossing. In looking at the warrants that would need to be met to justify the HAWK, it was immediately apparent that the traffic and pedestrian volumes would fall well short. Therefore, our office decided against an additional approximately \$10,000 in required data collection and warrant analysis just to prove that they would not be warranted. Instead, we focused on designing a crossing with a Rapid Rectangular Flashing Beacon (RRFB) apparatus. The RRFB does not come with the over the roadway mast arm. However it is still pedestrian actuated (only on when the button is pushed) and highly visible. We have recently installed an RRFB, that being at Old Red Trail and 37th Avenue NW to assist pedestrians in crossing Old Red Trail. The RRFB is not beholden to the warrant standards that the HAWK is in order to install under the grant.

The project is on schedule to be bid in May and constructed this summer with a completion date set for before school resumes in late August.

Board of City Commissioners

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Phase I

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Phase II would be to pick up at Macedonia Drive where Phase I ends and extend to the west to Highway 6. The grant application for Phase II is currently being considered by the NDDOT. Results are expected to be known by early summer.

ATTACHMENTS:

1. Phase I Project Limits
2. Picture of a typical RRFB.
3. Cost Participation and Maintenance Agreement

FISCAL IMPACT: We have an agreement with both the Park and Rec. district as well as the School district to split the cost evenly among us for Phase I. After final design, the estimate still remains at about \$41K for each of us. The city's portion would come from the sales tax fund.

STAFF IMPACT: Minimal

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

RECOMMENDATION: Approve of CPM to move the project forward to bid.

SUGGESTED MOTION: Move to commit an estimated \$41,010.25 from the sales tax fund for 1/3 of the local cost for phase I of the path improvements and completion of grant application for phase II.



Below not necessary the actual unit. May vary slightly.



NDDOT Contract No. 38190104

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT	
CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Wenger, Pamela J.	Telephone: 701-328-4787
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.	

For NDDOT use only.	FHWA Authorization date:
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Project No. TAU-1-988(043) LPA: City of Mandan
Location: MANDAN FORT LINCOLN 19TH ST SE TRAIL
Type of Improvement: HMA Trail, ADA Curb Ramps, and Signs Length: 0.322

This agreement 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 the Local Public Agency (LPA) of Mandan, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$ 148,431. The balance of the project is the obligation of the LPA.

Additional Funding Clause
N/A

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



Board of City Commissioners

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Meeting Date: February 19, 2019

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Phase I

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PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
 - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - c. Tabulate the bids and send to the LPA.
 - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
 - a. Review bids to determine the lowest responsible bidder.
 - b. Execute the contract.
 - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
 - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
 - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
 - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
 - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

1. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.



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2. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
3. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
4. Provide maintenance to the completed project at its own cost and expense.
5. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. 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.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation

Jim Neubauer
City Administrator



Board of City Commissioners

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Phase I

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608 East Boulevard Avenue
Bismarck, ND 58505-0700

205 Second Avenue NW
Mandan, ND 58554

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



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Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

CITY/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____
*

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-17



Project TAU-1-988(043)

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 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.



Board of City Commissioners

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**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:

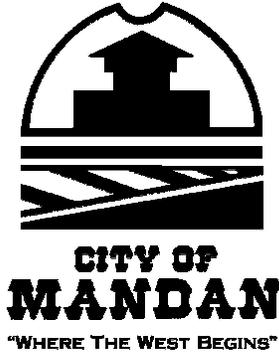
Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or 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





Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19, 2019
PREPARATION DATE: February 13, 2019
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler/Lt. Patrick Haug
SUBJECT: Consider Approval of the Police Department making grant application with the Office of Community Service Oriented Policing Services (COPS)

STATEMENT/PURPOSE: The Mandan Police Department is requesting board approval in making application with the 2019 Office of Community Policing Services (COPS) Hiring Program, through the office of U.S. Department of Justice.

BACKGROUND/ALTERNATIVES: The police department is asking for board approval with applying for grant assistance to fund our current Domestic Violence Investigator with Mandan Police Department and one Victim Services Provider for the Adult Abused Resource Center (AARC) for 3 years. This is a renewal of a similar grant the City of Mandan received in 2016, for the same two positions.

ATTACHMENTS:

- 1) Summary Data Sheet
- 2) Project Narrative
- 3) Budget Detail Worksheet
- 4) Agreement between the City of Mandan and Adult Abuse Resource Center (AARC)

FISCAL IMPACT: The total amount of funds requested on the grant application is \$492,435.00.

STAFF IMPACT: The Police Department will collect the needed paperwork from the Adult Abuse Resource Center (AARC) and will submit the paperwork quarterly as required by the grant. The finance department would issue payments to the Adult Abuse Resource Center (AARC).

Board of City Commissioners

Agenda Documentation

Meeting Date: February 19, 2019

Subject: Grant Application to fund Staff positions for Adult Abuse Resource Center and Domestic Violence Investigator.

Page 2 of 2

LEGAL REVIEW: These documents were sent to the City Attorney Brown for his review and he had no issues.

RECOMMENDATION:

I recommend approval of the grant application and acceptance of funds for the Adult Abuse Resource Center (AARC) and Mandan Police Department, along with the agreement between the City of Mandan and the Adult Abuse Resource Center. This grant application is being completed by AARC on behalf of the City of Mandan.

SUGGESTED MOTION:

I move for approval of the grant application and the acceptance of funds for the Adult Abuse Resource Center (AARC) and City of Mandan.

Summary Data Sheet

1. Authorized representative: Tim Helbling, Mayor, City of Mandan, 205 1st Avenue NW, Mandan, ND 58554. PH: 701-667-3250. Email: phaug@mandanpd.com
2. Point of contact: Pat Haug, Mandan Police Officer, 205 1st Avenue NW, Mandan, ND 58554. PH: 701-667-3250. Email: phaug@mandanpd.com
3. The applicant, the City of Mandan, 205 1st Avenue NW, Mandan, ND 58554, will serve as its own fiscal agent for this project. The City of Mandan acknowledges that it would be responsible for all statutory, fiscal and programmatic requirements as well as all project deliverables. The City and its police department will enter into an agreement through an MOU with the Abused Adult Resource Center, a victim services provider, who as a partner will help to implement this project and participate in activities, including assistant in filing financial and other reports, as needed under the proposal.
4. The City of Mandan has expended \$750,000 in federal funds for fiscal year ending Dec. 31, 2018.
5. N/A
6. The applicant is a municipality, not a nonprofit organization.
7. The applicant does not have a grant to do similar work.
8. N/A (Applicant is not a nonprofit)
9. N/A (Applicant is not a nonprofit)
10. 80% of budget resources will be used to address domestic violence, and 20% for sexual assault, dating/teen violence, and stalking.
11. The project will address two Statutory Purpose areas: No. 18 (Develop, implement or enhance Sexual Assault Response Teams or similar community responses to sexual

assault), No. 19 (Develop and strengthen policies, protocols and training for law enforcement officers, etc.) and No. 22 (Develop multidisciplinary high-risk teams focusing on reducing domestic violence and dating violence homicides).

12. This project will address this Statutory Priority Area: Demonstrate a commitment to strong enforcement of laws, and prosecution of cases, involving domestic violence, dating violence, sexual assault, or stalking, including the enforcement of protection orders from other states and jurisdictions, including tribal jurisdictions;
13. The project will not address the OVW priority areas.
14. The lead applicant is the City of Mandan, a unit of local government.
15. This is a local project and the focus area is the city of Mandan, ND.
16. The North Dakota Legislature began its session in January 2019 and extends about 60 days, depending on progress and number of bills.
17. The City of Mandan is in compliance with the HIV Certification requirement.

PROJECT NARRATIVE

Purpose of the Application

1. The community to be served will be the city of Mandan, ND, located adjacent to state's capital city of Bismarck in western North Dakota. The applicant for the project is the City of Mandan (with its police department) and the partner, the Abused Adult Resource Center (AARC), a victim service provider.

Mandan has a population of 22,228, based on the census estimate of 2017, and comprises an area of 11 square miles. Mandan is the largest city in – and is the county seat of - Morton County as well as being the eighth largest city in North Dakota. However, together with its “sister” city of Bismarck just across the Missouri River, the Bismarck-Mandan metro area recently was identified as one of the fastest growing metropolitan areas in the country.

Based on 2017 census estimates, Mandan's racial makeup includes the following: white, 89.9 percent; Native American, 4.4 percent; Hispanic, 2.9; multiracial, 1.9 percent; Black, 0.8 percent; and Asian, 0.1 percent. However, together with the adjacent city of Bismarck, the metro area has the largest population of Native Americans – an underserved population - of urban areas in North Dakota. That higher proportion of Native Americans includes those Native American victims who have moved from area Indian reservations to this metro area of Mandan and Bismarck. This is illustrated by statistics from AARC: about one-third of the abuse victims served by AARC are Native Americans while normally about half of the families in that agency's emergency and transitional shelters are Native American.

2. As noted above, the service area is the city of Mandan, ND, and a map is attached.

3. The project will address three Statutory Purpose areas: No. 18 (Develop, implement or

enhance Sexual Assault Response Teams or similar community responses to sexual assault), No. 19 (Develop and strengthen policies, protocols and training for law enforcement officers, etc.) and No. 22 (Develop multidisciplinary high-risk teams focusing on reducing domestic violence and dating violence homicides).

4. This project will address this Statutory Priority Area: Demonstrate a commitment to strong enforcement of laws, and prosecution of cases, involving domestic violence, dating violence, sexual assault, or stalking, including the enforcement of protection orders from other states and jurisdictions, including tribal jurisdictions.

5. & 6. The problems and need for this continuation project are intertwined and explained together.

The Mandan Police Department has a small staff to cover a community of more than 22,000. Mandan is part of a larger metro area that includes the much-larger capital city of Bismarck just across the Missouri River. The Bismarck-Mandan metropolitan area was recently identified as one of the fastest growing areas in the country. The policing problems and issues the department has to deal with are multiplied being part of a larger metro area estimated in 2018 to have a population of 126,390, amounting to more than 16 percent of the population of the state of North Dakota (785,952 estimated in 2018).

With a staff of 37, the Police Department has 24 assigned to patrol, four to the detective division and the others are in administrative and support position. With the new detective hired under the current project, the department has still struggled at times to maintain adequate staffing which creates the need to for officers to work extra hours. That meant the new detective worked overtime due to call outs, crime scene processing and case follow up.

The problem/need also is partly illustrated by services provided under the current project by AARC. Advocates (professional staff from AARC) had 785 referral of victims through the Mandan Police Department since the project began in 2016. During that time, Advocates provided services to 441 victims of domestic violence, dating violence, sexual and stalking during that period. Finally, Advocates received 401 hotline or crisis calls from victims under the project in that period.

Those statistics demonstrate a continuing need for the project in the city of Mandan.

In addition, the police department has seen increases in some crime areas in the past year, including the number of calls for service. Overall, the number of all service calls rose 15 percent in the past four years - from 13,230 in 2015 to 15,235 in 2018. Obviously with a small department, that increase in requests and cases has a significant impact, affecting the ability to respond to any crime, including those addressed in this project. In fact, that impact can be seen in AARC's statistics regarding the city of Mandan as well. In the past five years, the number of victims served by AARC who were from that city increased 150 percent – from 79 in 2011 to 198 in 2015.

The police department's report on service calls for this past year indicate a significant problem regarding sexual assault and domestic violence. In 2018, the department received 24 calls regarding rape and related sex crimes and it also received 577 calls regarding domestic disputes and protection order violations.

Collectively, those numbers demonstrate the need for maintaining the officer and Advocate added under the current project and continued training, as envisioned in this proposal that extends the current project.

Another issue: the city of Mandan, like other communities in western North Dakota, has experienced a significant impact from an oil boom in recent years. That has brought an influx of population along with additional crime, as indicated above. It has put pressure on all aspects of life in western North Dakota and in Mandan, including the ability of the police department to serve victims of domestic violence, sexual assault, dating violence and stalking.

Part of that issue has been the ability to consistently provide reports of those crimes to the AARC so Advocates can follow up to provide services.

Therefore, the city and its police department and the AARC feel the following needs will be addressed in this project.

- Continue to enhance victim services by maintaining a victim advocate at AARC and a detective in the Mandan Police Department.
- Continue to ensure reports of domestic violence, sexual assault, dating violence and stalking are consistently provided to the AARC.
- Schedule training on and implement the Maryland Model Lethality Assessment Program that will provide for the use of evidence-based indicators to assess the risk of homicide and link high-risk victims to immediate crisis intervention services while the officer is still on-scene.
- Maintain training for domestic violence, sexual assault, dating rape and stalking to create a pro-arrest program by requiring officers to do a thorough evidence-based investigation to determine probable cause standards for arrests in incidents of domestic violence and related violations of protection orders.
- Continue training on and implement standards for determining predominant aggressor including discouraging dual arrests.

- Continue to strengthen and enhance response to sexual assaults.
- Ensure continued training on and develop standards for interviewing and processing children in domestic violence and related crimes under this project.

7. Before the current project, the city of Mandan and its police department recognize that the department struggled to find needed resources to implement a consistent, department-wide response to recognizing, understanding and investigating the crimes covered under this grant program. It had been a challenge providing a consistent victim-centered response, primarily due to lack of investigator time and training resources, particularly regarding predominant aggressor decision-making. There has been inconsistency in the approach to the follow-up investigation of these crimes, highlighting the effort needed under this project. One of the issues has been inconsistency in providing domestic violence and related police reports to the AARC, partly due to lack of staffing and training.

With the normal police department staff turnover, further training and resources are needed to maintain improved case-tracking and methods for identifying and responding to highly lethal relationships. Given that change in personnel, it is apparent that the department also continues to need training for issues related to predominant aggressor, teen dating violence, and sexual assault.

Through PULSE and its partnership with AARC, the Mandan Police Department will continue to work with the community in sharing its policies and procedures and any training that is developed out of this project.

8. The project would seek to continue improving the criminal justice system response to domestic violence, dating violence, sexual assault and stalking within the city of Mandan via changes in and by the Mandan Police Department as well as AARC.

The grant would assist the city of Mandan in providing the financial resources for maintaining the added police detective plus technical assistance and training that is needed for the police department to continue implementing department-wide changes, training, policies and the oversight that is necessary in for providing a safe criminal justice response for victims of domestic violence, dating violence, sexual assault and stalking. Without the current project's funding, the AARC's law enforcement advocate position would be funded on a limited basis and the Advocate's time divided among other law enforcement agencies. Thus the city of Mandan and AARC also feel it is important to continue incorporating a full-time Advocate as part of this continuation of the current project..

Finally, we believe that with this project, the gain for victims will come with consistency in investigation and evidence-based approaches to these crimes. By maintain the additional staffing within AARC and the Mandan Police Department under this project, victims will be safer and will receive more consistent and comprehensive services.

What Will Be Done

1. (through No. 3) Goals, objectives, outcomes, activities and timeline.

Goal 1: Continue improving the law enforcement and advocacy response for victims of the crimes of domestic violence, dating violence, sexual assault and stalking within the city of Mandan.

Objectives and Activities:

Objective 1: To maintain a multidisciplinary team focused reducing the crimes of domestic violence. sexual assault, dating violence and stalking, including domestic violence and dating violence homicides.

Objective 2: To continue using evidence-based indicators to assess the risk of homicide and link high-risk victims to immediate crisis intervention services provided by AARC.

Objective 3: To continue identifying and managing high-risk offenders in the project area.

Objective 4: To maintain ongoing victim advocacy and referrals to comprehensive services, including legal, housing, health care and economic assistance, for victims covered under this project.

Activity 1: The police department will continue employing a new detective who will focus on the crimes under this project with overtime paid when necessary for the project for callouts, crime scene processing and case followups. *Timeline:*

Immediately upon grant approval

Activity 2: The AARC will maintain a Lead Advocate for the project team who will continue focus on providing services for victims. *Timeline: Immediately upon grant approval*

Activity 3: The AARC will continue providing a Project Coordinator who will oversee the Lead Advocate and ensure objectives and activities are met under this project.

Timeline: Immediately upon grant approval

Activity 4: The Mandan Police Chief and/or Deputy Chief will continue working with the Lead Advocate and Project Coordinator to determine other staff to be part of the multidisciplinary team under this project. *Timeline: Immediately upon grant approval*

Activity 5: The Mandan Police Chief and/or Deputy Chief will maintain training coordination with AARC's Lead Advocate and Project Coordinator so officers gain full understanding of these issues: the dynamics of domestic violence and sexual assault crimes, the need to keep victim safety paramount, the basis of evidence-based investigation and prosecution as well as other best

practices and procedures for recognizing, investigating, prosecuting, and tracking crimes under this project. *Timeline: Immediately upon grant approval*

Activity 6: The Lead Advocate will maintain working with the Mandan Police Chief and/or Deputy Chief to ensure all reports of domestic violence are provided to the AARC for follow-up. *Timeline: Immediately upon grant approval*

Activity 7: The Lead Advocate will continue coordinating with the Project Coordinator and the police detective to organize monthly meetings to review high-lethality cases and other cases needing review. *Timeline: Immediately upon grant approval*

Activity 8: The Lead Advocate and Project Coordinator will continue working with the Mandan Police Chief and/or Deputy Chief to develop a mandatory checklist for officers responding to domestic violence and other crimes covered under this project. *Timeline: Immediately upon grant approval*

Activity 9: The project detective, Mandan Police Chief and/or Deputy Chief and Lead Advocate for the project will continue participating in the local Bismarck/Mandan Taskforce on Domestic Violence and Sexual Assault (PULSE) to help ensure that all changes work in cooperation with the Community's Coordinated Response Protocol to the crimes of domestic violence. *Timeline: Immediately upon grant approval*

Activity 9: The Lead Advocate will coordinate with the Mandan Police Chief and/or Deputy Chief to ensure tracking is done on all project statistics and activities for reporting purposes. *Timeline: Immediately upon grant approval*

Activity 10: The Mandan Police Chief and/or Deputy Chief will continue working with the Lead Advocate and Project Coordinator to determine if more reviews are needed for current training curriculums concerning domestic violence, sexual assault, dating

violence, and stalking and will make recommendations for changes. *Timeline:*

By January 2020

Activity 11: The Lead Advocate and Project Coordinator will coordinate a program with the Mandan Police Chief in which new officers “shadow” an AARC Advocate for several hours and, conversely, Advocates may go on “ride-alongs” with officers. *Accomplish By:*

December 2019

Activity 12: The Lead Advocate and Project Coordinator will continue working with the Mandan Police Chief and/or Deputy Chief on implementing predominant aggressor assessment models and implement procedures for identifying the pattern and history of abuse that indicates which party is the actual perpetrator. *Timeline: Immediately upon grant approval*

Goal 2: Maintain and enhance the Sexual Assault Response Team (SART) in providing services to sexual assault victims within the city of Mandan.

Objective 1: Involve the Bismarck/Mandan Taskforce on Domestic Violence and Sexual Assault in enhancing the SART.

Activity 1: The project detective, Mandan Police Chief and/or Deputy Chief and Lead Advocate for the project will continue participating in the local Bismarck/Mandan Taskforce on Domestic Violence and Sexual Assault (PULSE) to help ensure that all changes work in cooperation with the Community’s Coordinated Response Protocol to the crime of sexual assault. *Timeline: Immediately upon grant approval*

Goal 3: Meet the special needs faced by Native American victims within the city of Mandan.

Objective 1: Ensure both the Mandan Police Department and AARC staff are trained in providing culturally sensitive services for Native American victims.

Activity 1: The Lead Advocate and Project Coordinator will work with the Mandan Police Chief and/or Deputy Chief to provide diversity training for Advocates and officers (possibly through the Native American Development Center, United Tribes Technical College, North Dakota Indian Affairs Commission and other appropriate resources).

Timeline: By March 2020

Activity 2: To enhance a working relationship with other agencies or service providers in the community needed by Native American victims. *Timeline: By March 2020*

4. We are very optimistic about the success of this project, and there is a very good reason. And that is because the City of Mandan and its police department have worked successfully for the past three years on the current project (in which AARC is the applicant). Therefore, we have a track record of working together on the goals and objectives, with the overall focus of improving responses to the crimes under the project. In fact, the department's collaboration with AARC goes back 15 years or more. Then, as a relatively new Police Chief in Mandan, ND, Jason Ziegler has brought a fresh perspective to his department and officers, including working with a victims of domestic violence, sexual assault, dating violence and stalking as well as victim service provider like AARC. His approach has influenced officers in his department and also AARC and its Advocates. We will know the goals will be achieved by tracking – and seeing - the progress on responses to victims by the department's officers, additional improvement in the SART team responses and observing the effect diversity training has on officers.

5. N/A

6. N/A

7. Project funding will be important in sustaining and improving the successes under the current OVW project. That funding will be used for continued funding of the police detective hired under the current project as well as the Advocate for AARC. It also will be important in obtaining the OVW-sponsored training for officers and Advocates.

8. N/A

9. The City of Mandan and its Police Department have a number of solutions to address individuals with a variety of disabilities. The department has access to several interpreters for various languages to assist in talking with individuals, to include one officer who is fluent in Spanish. Officers have smart phone apps to assist in communicating with individuals when an interpreter is not readily available. The department's building is a handicap accessible to allow individuals with physical limitations and officers can also meet with individuals at their residence, if needed. Officers are also trained in different ways to communicate with individuals who have mental health problems, disabilities or are considered to have a lower function status.

As a partner/consultant in the proposed project, AARC has facilities and services that are accessible to everyone. AARC provides interpreters or use the Language Line in cases of limited English. AARC provides someone to interpret for any victims who are hearing impaired, and its buildings are all handicap accessible.

Who will implement the project?

The City of Mandan will serve as the fiscal agent and lead organization on this grant and project, including being responsible for all reports and financial matters, led by its municipal

police department headed by Police Chief Jason Ziegler and Lt. Patrick Haug, criminal investigations supervisor.

The city's project partner/consultant is AARC, a victim service provider.

Chief Ziegler will continue to provide overall guidance and supervision for the law enforcement activities and roles under the project while Lt. Haug will maintain coordination with AARC on day-to-day activities as well as following up on goals and objectives involving the police department.

Chief Ziegler has served in law enforcement for 29 years with 17 years in supervisory roles. He earned a master's degree in public administration from Troy University of Alabama and a bachelor's degree in criminal justice from Columbia College in Columbia, MO. His law enforcement experience includes as an adjunct professor in criminal justice at three colleges, a Police Academy instructor, advanced training instructor and emergency response team field commander.

Lt. Haug, who has 25 years' experience in law enforcement, has an associate degree in law enforcement and is on track to receive his bachelor's degree in criminal justice in August 2019. He has 2,746 hours of law enforcement training, including in advanced homicide, death investigations, law enforcement response to domestic violence, sexual assault investigations and elder abuse. He has been providing police department supervision and coordination on the current ICJR project under AARC.

The detective hired and working under the current project is Tricia Schmeichel. Her training includes the Reid Technique of Interview and Interrogation, Tri Tech Forensics Training Crime Scene Investigations, Domestic Violence Training through the North Dakota domestic violence and sexual assault coalition, North Dakota Bureau of Criminal Investigations' Basic

Criminal Investigations, Sexual Assault Community Response Training, and Law Enforcement Response to Domestic Violence Training through AARC.

Prior to working for Mandan Police Department, Det. Schmeichel received training on domestic violence and sexual assault cases through the North Dakota Basic Law Enforcement Training Academy.

AARC is a nonprofit domestic violence and sexual assault agency serving seven counties in south-central North Dakota. Its main offices are in Bismarck, ND, which is adjacent to the city of Mandan; its offices are about four miles from police department headquarters in Mandan.

Founded in 1976, AARC has this mission: assist victims of domestic violence and sexual assault by establishing and maintaining a program which will provide temporary shelter, crisis intervention, prevention, education, support and hope as a vision to eliminate violence.

In 2018, AARC had 24,957 contacts with adult clients, served 1,114 new victims of domestic violence in cases affecting 145 children, worked with 185 new victims of sexual assault, helped petition for 241 protection orders and safely sheltered 124 women and 109 children.

In the past 43 years, AARC has demonstrated leadership and initiative through developing crisis intervention and advocacy services as well as other innovative and collaborative community-based services, including an emergency and transitional shelters for abused women and their children; developing a violence prevention program for children and adolescents; developing permanent supportive housing for single abused women; developing a collaborative community-based Sexual Assault Nurse Examiner program; launching a Rural Outreach program;

and developing coordinated community response protocols for both domestic violence and sexual assault that focused on improving the criminal justice systems response.

The Project Coordinator will continue to be Michelle Erickson, the Direct Service Coordinator and Interim Executive Director at AARC. She will continue to collaborate with the Lead Advocate, other AARC management and staff and Mandan Police Chief Ziegler and Lt. Haug.

Ms. Erickson has a bachelor's degree in criminal justice with 13 years' experience with the AARC. Currently she serves both as Direct Services Supervisor and as Interim Executive Director. She participates in the community task force, PULSE (People United for Living in Safe Environments) and has a strong working relationship with law enforcement officers, prosecutors, and counselors. She has been involved with several of AARC's federal grants. Ms. Erickson has been involved with the local homeless coalition, Missouri Valley Coalition for Homeless People, as a former chair and vice-chair as well as a member for more than 10 years.

Kayla Thein, who is the Lead Advocate under the current project, will continue to be responsible for day-to-day activities to be achieved by AARC. Ms. Thein background includes:

BUDGET DETAIL WORKSHEET

A. Personnel		
Position	Computation	Cost
Detective (existing)	\$50,549 x 100% x 3 years	\$ 151,647
Overtime	\$1,000 x 100% x 3 years	\$ 3,000
Cost of living increase	(2% x 2 years)	\$ 3,033
	TOTAL SALARY	\$ 157,680

We have provided for funding salary and benefits for 1 FTE detective for the Mandan Police Department for this project, including estimated overtime and a cost of living increase. Overtime, if used, would be pre-approved via the online GAN process. This existing detective would continue to carry out activities as per the narrative and the MOU.

B. Fringe benefits		
Position	Computation	Cost
Taxes	\$3,943 x 3 years	\$ 11,829
Flex Benefits	\$12,960 x 3 years	\$ 38,880
	TOTAL FRINGE BENEFITS	\$ 50,709

We have included the average benefits for the detective that supports the program.

TOTAL PERSONNEL & FRINGE BENEFITS **\$208,389**

C. Travel		
Purpose of Travel	Computation	Cost
OVW technical assistance	2 individuals to attend 3 trainings	
Airfare	2 people x \$815 x 3 trips	\$ 4,890
Hotel	\$155/night x 2 people x 4 days x 3 trips	\$ 3,720
Per Diem	2 people x \$60/day x 4 days x 3 trips	\$ 1,440
	TOTAL TRAVEL	<u>\$ 10,050</u>

We have provided for the technical training required under the grant provisions. The other portion of the \$20,000 total in required technical assistance training is listed under the consultant/contract area.

D. Equipment – N/A

E. Supplies – N/A

F. Construction - N/A

G. Consultants/contracts

<u>Name of Consultant Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Abused Adult Resource Center Bismarck, ND		

Personnel

Advocate	\$41,600 x 100% x 3 years	\$124,800
Direct Services Coordinator	\$85,000 x 10% x 3 years	\$ 25,500
Finance Director	\$64,000 x 5% x 3 years	\$ 9,600
Executive Director	\$110,000 x 2.5% x 3 years	\$ 8,250
Statistical Data Coordinator	\$30,000 x 10% x 3 years	\$ 9,000
Administrative Assistant	\$31,200 x 7.5% x 3 years	\$ 7,020
Development Director (all existing positions)	\$85,000 x 1.5% x 3 years	\$ 3,825

Subtotal **\$ 187,995**

Fringe Benefits

Fringe Benefits	187,995 x 28%	\$ 52,639
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Subtotal **\$ 52,639**

OVW technical assistance 2 persons to attend 3 trainings

Airfare 2 persons x \$815 x 3 trips		\$ 4,890
Hotel \$155/night x 2 persons x 4 days x 3 trips		\$ 3,720
Per Diem 2 persons x \$60/day x 4 days x 3 trips		\$ 1,440

Subtotal for technical assistance **\$ 10,050**

Daily mileage for Advocate

54.27 miles/week x 156 weeks x 54 cents/mile		\$ 4,572
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Subtotal **\$ 4,572**

Equipment – N/A

Supplies

<u>Supply items</u>	<u>Computation</u>	<u>Cost</u>
Office supplies	\$59/month x 36	\$ 2,124
Postage	\$46.41/month x 36	\$ 360
Computer	\$1,100 x 1	\$ 1,100
	Subtotal	\$ 3,584

Other

Insurance	\$65/month x 36	\$ 2,340
Utilities	\$55/month x 36	\$ 1,980
Phone	\$48/month x 36	\$ 1,728
Internet	\$53/month x 36	\$ 1,908
Accounting/Payroll	\$105/month x 36	\$ 3,780
Technical Support	\$95/month x 36	\$ 3,420
	Subtotal	\$ 15,156

TOTAL CONSULTANT/CONTRACT \$ 273,996

Funding is for one FTE Advocate who would continue to be the Lead Advocate for the project. This person would be responsible for the daily activities in carrying out the goals and objectives and coordinate with the detective and others at the Mandan Police Department. The Lead Advocate would continue to be located in the Abused Adult Resource Center office in Bismarck, ND, and travel to the Mandan Police Department office in Mandan (a distance of about five miles) as needed. AARC's Director Services Coordinator would serve as the Project Coordinator and provide overall supervision for the Lead Advocate as well help coordinate with the Mandan Police Department. The estimated time required by AARC's Finance Director, Executive Director, Statistical Data Coordinator, Administrative Assistant, and Development Director to write, report, and maintain the grant as appropriate.

Fringe benefits are calculated as 28 percent of salary which is an average for this program type within the organization.

We have included the training costs required by OVW Technical Training. This amount should be included in calculating the \$20,000 requirement for OVW Training. In addition, we have included an estimated amount of mileage for the Lead Advocate traveling back and forth between the Mandan Police Department in Mandan and the Abused Adult Resource Center office in Bismarck as well as to other meetings and trainings.

Supplies are calculated as average needed for normal office needs. The supplies include paper, printer, toner, pens, paper clips, etc., and a prorated estimates. The Advocate will need a computer upgrade to carry out duties under this project, and we have included that here.

Other costs include prorated amounts for insurance, utilities, phone, internet, technical support, and accounting/payroll. These amounts are based on an allocation percentage applicable to the project. Technical support costs include only the cost for our outsourced managed IT service. Accounting and payroll expense includes the cost to maintain our payroll and accounting software and time spent on the grant by AARC's accounting consultant.

H. Other costs – N/A

BUDGET SUMMARY

Budget Category	Amount
A. Personnel	\$ 157,680
B. Fringe Benefits	\$ 50,709
C. Travel	\$ 10,050
D. Equipment	\$ 0
E. Supplies	\$ 0
F. Construction	\$ 0
G. Consultants/Contracts	\$ 273,996
H. Other	\$ 0
TOTAL PROJECT COSTS	<u>\$ 492,435</u>
Federal Request	<u>\$ 492,435</u>
Non-Federal Amount	\$ N/A



CITY OF MANDAN

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

701-667-3215 • FAX: 701-667-3223 • www.cityofmandan.com

CITY DEPARTMENTS

ADMINISTRATION	667-3203
ASSESSING	667-3272
BUILDING INSPECTION	667-3230
BUSINESS DEVELOPMENT	667-3485
CEMETERY	667-6094
ENGINEERING/PLANNING & ZONING	667-3225
FINANCE	667-3214
FIRE	667-3298
HUMAN RESOURCES	667-3217
LANDfill	667-6104
MUNICIPAL COURT	667-3270
POLICE	667-1455
PUBLIC WORKS	667-3260
WASTEWATER TREATMENT	667-3278
SPECIAL ASSESSMENTS	667-3281
UTILITY BILLING	667-3219
WATER TREATMENT	667-3275

MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Mandan, ND, through its municipal police department and the Abused Adult Resource Center (AARC) have come together to collaborate and to make an application for an OVW Fiscal Year 2019 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking grant; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which the City of Mandan will be the lead agency and named applicant and the AARC will be the partner/consultant in this application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Office on Violence Against Women on or before March 3, 2016;

1. The City of Mandan is the eighth largest city in North Dakota with a population of 22,228, based on the census estimate of 2017. It and comprises an area of 11 square miles in south-central North Dakota. Mandan is the largest city in – and is the county seat of - Morton County. However, together with its “sister” city of Bismarck just across the Missouri River, the Bismarck-Mandan metro area recently was identified as one of the fastest growing metropolitan areas in the country.

At full staff, the Mandan Police Department has 37 sworn officers and serves the city of Mandan. The mission of the Mandan Police Department is to provide the highest quality of law enforcement service and enhance the quality of life for all residents and visitors of the community, while maintaining order, enforcing laws and protecting individual rights. This will be accomplished with fairness and integrity through community policing concepts and promoting trusting relationships within the community.

The partner/consultant, AARC, is a nonprofit domestic violence and sexual assault agency located in Bismarck, ND. Founded in 1976, the AARC has this mission: assist victims of domestic violence and sexual assault by establishing and maintaining a program which will provide temporary shelter, crisis intervention, prevention, education, support and hope as a vision to eliminate violence. In the past 40 years, AARC has demonstrated leadership and initiative through developing crisis intervention and advocacy services as well as other innovative and collaborative community-based services, including emergency and transitional shelters for abused women and their children; developing a violence prevention program for children and adolescents; developing a collaborative community-based Sexual Assault Nurse Examiner program; launching a Rural Outreach program; developing coordinated community response protocols for both domestic violence and sexual assault that focused on improving the criminal justice systems response; and implementing a primary prevention program aimed at young athletes in the local school district.

History of collaboration. The city of Mandan, through its police department, has had a longtime collaboration with the AARC, largely through a law enforcement advocacy (LEDVA) program begun by the AARC more nearly 20 years ago. The LEDVA program bridged the gap in services between the AARC and Mandan Police Department and other area law enforcement. In 1998, the Mandan Police Department was instrumental in developing the sexual assault protocol with task force meetings being held at the department headquarters in Mandan. Three officers from the Mandan Police Department

regularly attended the quarterly meetings of the Bismarck-Mandan prevention taskforce known as PULSE Committee (People United for Living in Safe Environments) that is sponsored by AARC.

2. The City of Mandan, as the lead applicant and through its police department, will:

- Continue to employ 1 FTE detective to investigate, assess, and charge the crimes of domestic violence, dating violence, sexual assault and stalking as well participate in trainings under this project.
- Maintain office space for a new detective as an in-kind contribution.
- Keep working work with the AARC in developing a multidisciplinary team focused on reducing the crimes of domestic violence. sexual assault, dating violence and stalking, including domestic violence and dating violence homicides in the project area.
- Continue collaborating with the AARC on trainings, meetings and other activities under the project.
- Maintain focus on improving the Mandan Police Department's capacity to respond consistently and comprehensively to the crimes of domestic violence, dating violence, stalking and sexual assault.
- Continue to focus on meeting the special needs faced by Native American victims by having staff participate in cultural sensitivity training arranged by the AARC.
- Ensure the AARC, as collaborating partner, is compensated for appropriate expenses under the project and, with AARC's assistance, ensure statistics and reports are filed as required under the grant provisions.

For its part, the AARC, as partner in this project, will:

- Continue providing coordination for the project.
- Work with the Mandan Police Department in developing a multidisciplinary team focused on reducing the crimes of domestic violence. sexual assault, dating violence and stalking, including domestic violence and dating violence homicides in the project area.

- Continue to employ one FTE Lead Advocate paid under this project to fulfill the goals and objectives pertaining to the AARC as needed under this project.
 - Continue to provide a Project Coordinator who will provide part-time supervision and guidance for the Lead Advocate.
 - Maintain office space as in-kind contribution for the Lead Advocate and Project Coordinator for this project.
 - Continue providing advocacy services for victims of the crimes of domestic violence, dating violence, sexual assault and/or stalking.
 - Join in focusing on meeting the special needs faced by Native American victims by having staff participate in cultural sensitivity training arranged under the project.
 - Through the Lead Advocate and Project Coordinator, collaborate with the Mandan Police Department on organizing trainings, meetings and other activities under this project.
3. The partners all have reviewed the proposed project and budget and approve it.
 4. The partners agree that this project involves a meaningful partnership of the City of Mandan, through its Police Department, and AARC.
 5. Originally, this project began several years ago with AARC the Executive Director contacting the Mandan Police Chief and Deputy Chief about the possibility of putting together a project under this program that would help both the department and AARC in improving services for victims of domestic violence, sexual assault, dating violence and stalking. Now, with a project existing involving those parties, the Mandan Police Chief recently approached AARC about submitting an application to OVW for a similar project. However, in developing the proposal with the same purposes, it was determined that the City of Mandan and its police department would be required to

be the lead applicant with the AARC now taking on the role of partner/consultant. As such, both the city staff and police department worked with AARC in developing this proposal.

6. Several people will be responsible for developing and implementing activities under the project. From the City of Mandan and its police department, Police Chief Jason Ziegler will provide overall supervision with Lt. Patrick Haug, criminal investigations supervisor, working with AARC in coordinating activities, including training. Detective Tricia Schmeichel will continue to be directly involved in investigating and following up on crimes under this project. From AARC, the Project Coordinator will continue to be Michelle Erickson, the Direct Service Coordinator and Interim Executive Director at AARC. She will continue to collaborate with the Lead Advocate, other AARC management and staff and Mandan Police Chief Ziegler and Lt. Haug. Kayla Thein will continue as Lead Advocate who will work with Detective Schmeichel, Lt. Haug and other police officers in the investigation and followup on crimes under this project.
7. The City of Mandan, through its Police Department, and AARC are committed to carrying out the goals, objectives and activities under this project focused on improving services for victims of domestic violence, sexual assault, dating violence and stalking.
8. For the planning, development and implementation of this project, AARC commits the services of the new Lead Advocate and the Project Coordinator as well as staff identified in the budget. For its part, commits the services of the detective as funded in the budget. It also commits the Police Chief and its criminal investigations supervisor in providing supervisory roles as in-kind contributions. Both the Police Department and AARC commit the inkind contributions of office space for the project staff.
9. The City of Mandan agrees, as lead applicant, to compensate AARC for services as provided under the project budget.

Tim Helbling, Mayor

Date

City of Mandan

Jason Ziegler, Chief

Date

Mandan Police Department

Michelle Erickson, Interim Executive Director

Date

Abused Adult Resource Center



Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19th, 2019
PREPARATION DATE: February 12th, 2019
SUBMITTING DEPARTMENT: Police
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Consider Approval for the Mandan Police Department to take over the fiscal duties for the ND Multijurisdictional Task Force Lottery Program Grant for the Metro Area Narcotics Task Force.

STATEMENT/PURPOSE: The Police Department would like to assign an officer to take on the duties of fiscal officer for the purposes of the ND Multijurisdictional Task Force Lottery Program Grant for the Metro Area Narcotics Task Force.

BACKGROUND/ALTERNATIVES: The Metro Area Narcotics Task Force (MANTF) includes the Mandan Police Department, Bismarck Police Department, Morton County Sheriff's Office, Burleigh County Sheriff's Office, and the ND Bureau of Criminal Investigations. MANTF has a grant through the North Dakota Multijurisdictional Task Force Lottery Program, administered through the ND Office of the Attorney General. The grant requires a fiscal officer who is responsible for the financial administration of the grant and for preparing and submitting financial reports as required. Currently that position is held by a deputy with the Morton County Sheriff's Department. This deputy has recently resigned from the Sheriff's Department. It has been proposed that Deputy Chief Jason Bier of the MPD assume the duties of the fiscal officer. Duties of the fiscal officer include managing the funds awarded through the grant and accounting for expenditures. The current funds in the bank account(s) held through Morton County would be transferred to account(s) set up through the City of Mandan. Discussion has been held with Finance Director Welch who had no objections. Director Welch stated he would work with Morton County Auditor Rhone to transfer the funds. The Office of the Attorney General requires a written request to change the fiscal officer. Upon Commission approval, a request for Deputy Chief Bier's appointment would be sent to the Office of the Attorney General. The final appointment would be contingent on approval by the Office of the Attorney General.

ATTACHMENTS: Documentation regarding the ND Multijurisdictional Task Force Lottery Program Grant for the Metro Area Narcotics Task Force.

FISCAL IMPACT: none

STAFF IMPACT: Deputy Chief Bier would take on the duties of fiscal officer.

LEGAL REVIEW: Reviewed by City Attorney

RECOMMENDATION: Recommend approval for the Police Department to assign Deputy Chief Bier to take on the duties of the fiscal officer for the ND Multijurisdictional Task Force Lottery Program Grant for the Metro Area Narcotics Task Force contingent on final approval by the ND Office of the Attorney General.

SUGGESTED MOTION: Move to approve for allowing the Police Department to assign Deputy Chief Bier to take on the duties of the fiscal officer for the ND Multijurisdictional Task Force Lottery Program Grant for the Metro Area Narcotics Task Force contingent on final approval by the ND Office of the Attorney General.



Wayne Stenehjem
ATTORNEY GENERAL

STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL

STATE CAPITOL
600 E BOULEVARD AVE DEPT 125
BISMARCK, ND 58505-0040
(701) 328-2210
www.attorneygeneral.nd.gov

December 17, 2018

Sheriff Kelly Leben
Metro Area Narcotics Task Force
PO Box 1416, 514 E Thayer Ave
Bismarck, ND 58501

Dear Sheriff Leben,

Your agency has been awarded \$51,800.00 in Multijurisdictional Task Force Lottery funds for the calendar year 2019 to be used towards your agency's approved project.

To accept this award, please review, complete, sign, and return the enclosed documents (listed below) to the Office of Attorney General by Monday, December 31, 2018:

1. Grant Award and Acceptance
2. Budget Detail
3. Contact Information Document
4. Non-Supplanting Certification
5. ACH Form
6. Certified Conditions

**Please be sure to retain a copy of the above documents for your grant file.*

Carefully review all of the award documents. Reimbursements will only be paid via electronic funds transfer. Funds will not be disbursed until these forms have been completed, signed, and returned to:

ND Office of Attorney General
Grants Management Division
Attention: Sarah Couture
600 E. Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040

You may also choose to email the signed forms to: skcouture@nd.gov

Please take note of the following information contained in the award documents:

- Your project period is January 1, 2019 - December 31, 2019.
- Cannot spend or commit funds until January 1, 2019.
- The total amount of the funds awarded by the Drug and Violent Crime Policy Board has been inserted on the Grant Award and Acceptance Form.

- Projects are required to commence within 60 days of the scheduled beginning date.
- The Budget Summary has been completed according to recommendations made by the Drug and Violent Crime Policy Board. Any expenditure not in compliance with this Budget Summary will be considered unallowable and will not be reimbursed without prior approval.
- Please be sure to review the Special Condition/Funding Restriction Section to determine if special conditions and/or funding restrictions are attached to the grant award.
- The certified conditions in this document need to be reviewed and followed to stay in compliance with state regulations. The project director, authorized official, and fiscal officer must sign this certification indicating that they have read, understood, and agreed to abide by all the conditions pertaining to the administration of this grant award.
- No federal funds may be used to match this award. The match requirement must be in the form of cash and not in-kind.

Reimbursements will be issued following the submission and approval of subrecipient Summary Financial Reports (SFR).

We look forward to working with you on this project. If you have any questions or require additional information, please call me at (701) 328-5514.

Sincerely,



Sarah Couture
Grants/Contracts Officer I

SC/gb

Enclosures: Grant Award and Acceptance
 Budget Detail
 Contact Information Document
 Non-Supplanting Certification
 ACH Form
 Certified Conditions



GRANT AWARD AND ACCEPTANCE
North Dakota Multijurisdictional Task Force Lottery Program
 OFFICE OF ATTORNEY GENERAL
 11/2017

The North Dakota Office of Attorney General has approved a grant of state funds under the following conditions:

Subgrantee Morton County		Grant Number CY19404	
Implementing Agency Metro Area Narcotics Task Force			
Project Director Kelly Leben	Title Sheriff	Email	Phone
Fiscal Officer Jay Gruebele	Title Captain	Email	Phone
Project Period January 1, 2019 – December 31, 2019			

AWARD SUMMARY				
ITEM	PROJECT COST	SOURCE OF FUNDS		PERCENTAGE
Personnel		STATE	\$33,670.00	65%
Operating	\$51,800.00			
Equipment		MATCH	\$18,130.00	35%
TOTAL	\$51,800.00	TOTAL	\$51,800.00	100%

GENERAL AND SPECIAL CONDITIONS

Cannot spend or commit funds until January 1, 2019. Supplies will be funded at \$1,800 (or less) and Training/Travel will be funded at \$2,000 (or less) with budget adjustments to increase these budget categories be approved by the Drug and Violent Crime Policy Board.

The terms and conditions of this grant are outlined above and on the attached pages.

Date Awarded 12/14/18	Signature of Attorney General or Designee <i>Kathy Roll</i>	Printed Name and Title Kathy Roll, Director of Finance and Administration
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ACCEPTANCE

The subgrantee and implementing agency accept this grant and promises to comply with all general and special conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth in the certified conditions.

Signature of Authorized Official	Print Name and Title Dawn Rhone, Auditor	Date Accepted
Signature of Project Director <i>Kelly Leben</i>	Print Name and Title Kelly Leben, Sheriff	Date Accepted 12-17-18
Signature of Fiscal Officer	Print Name and Title Jay Gruebele, Captain	Date Accepted



BUDGET DETAIL
ND Multijurisdictional Task Force Lottery Program
Office of Attorney General

Grant # CY19404

Recipient: Morton County
 Implementing Agency: Metro Area Narcotics Task Force
 Contact Name (P.D.): Kelly Leben
 Email (PD): kleben@burleighsd.com
 Phone Number (P.D.): 701-222-6651

Request Detail					APPROVED BUDGET				
Lottery					Approved				
Operating					Operating				
Item	Qty	Unit	\$/Unit	Total	Item	Qty	Unit	\$/Unit	Total
Supplies General office supplies & investigative supplies	1	year	5,000.00	5,000.00	Supplies General office supplies & investigative supplies	1.00	year	1,800.00	1,800.00
Communications ITD services, cell service, land line phones, replacement phones	1	year	18,000.00	18,000.00	Communications ITD services, cell service, land line phones, replacement phones	1.00	year	18,000.00	18,000.00
Equipment Rent/Lease 5 vehicle leases	1	year	30,000.00	30,000.00	Equipment Rent/Lease 5 vehicle leases	1.00	year	30,000.00	30,000.00
Travel/Training various trainings throughout the year	1	year	5,000.00	8,000.00	Travel/Training various trainings throughout the year	1.00	year	2,000.00	2,000.00
				Total Operating Requested \$ 60,000.00					Total Operating Awarded \$ 51,800.00

Total Request Including Match

\$ 60,000.00

Total Award Including Match

\$ 51,800.00

Grant \$ 33,670.00

Match \$ 18,130.00

Signature Authorized Official	Date
Signature Project Director <i>Kelly Leben</i>	Date 12-17-18
Signature Fiscal Officer	Date



CONTACT SHEET
North Dakota Multijurisdictional Task Force Lottery Program
 OFFICE OF ATTORNEY GENERAL

CONTACT INFORMATION

PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS

Subgrantee: Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
Morton County	667-3321		
Subgrantee Mailing Address	City, State, Zip		
205 1st Ave NW	Mandan, ND 58554		
Contact Name	Telephone	Email	
Dawn Rhone	667-3321	Dawn.Rhone@MortonND.org	

Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency	Burlington County		
Mailing Address	City, State, Zip		
514 E. Thayer Ave	Bismarck, ND 58501		
Project Director & Title	Telephone	Email	
Kelly Leber, Sheriff	722-6651	Kleber@burlingtonsd.com	

Fiscal Officer: Responsible for grant budgets, submits requests for reimbursement (SFR's). (May be the same as the project director)

Fiscal Officer	Title & Agency	Telephone	Email
Jay Gruebale	CPT Morton Co Sheriff	667-3439	Jay-gruebale@mortonnd.org
Person completing SFR (if not Fiscal Officer)	Title & Agency	Telephone	Email
Mailing Address	City, State, Zip		
205 1st Ave NW	Mandan, ND 58554		



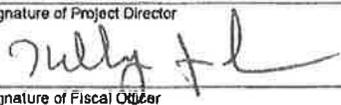
NON-SUPPLANTING CERTIFICATION
North Dakota Multijurisdictional Task Force Lottery Program
OFFICE OF ATTORNEY GENERAL

Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official	Print Name and Title Dawn Rhone, Auditor	Date Accepted
Signature of Project Director 	Print Name and Title Kelly Lehen, Sheriff	Date Accepted 12-17-18
Signature of Fiscal Officer	Print Name and Title Jay Gruebele, Captain	Date Accepted

ACH Authorization Instructions

Do not send these instructions with your completed form. The following instructions are to assist in the completion of this form. Asterisked (*) sections and fields are mandatory and require completion.

Purpose of Form

This form is to be completed by payees wishing to receive payments through ACH or direct deposit.

***Legal Name**

Individuals: Fill in the name as shown on your income tax return.

Businesses: Fill in the name as shown on your business IRS filing.

Trade Name

Individuals: Leave blank

Businesses: If your firm operates under another name, state it here.

***Taxpayer Identification Number**

Individuals: Enter the social security number (SSN) that matches the legal name.

Sole Proprietors: Enter the Social Security Number (SSN) or Federal Employer Identification Number (FEIN) that matches the legal name.

All Other Businesses: Enter the Federal Employer Identification Number (FEIN) that matches the legal name.

***Remittance Address**

Enter the address where you would like payments or notice of payments sent. A physical address or PO box is required; an email address alone is not sufficient.

ACH (Direct Deposit) Account Information

Apply payment information to which program funds - If you only want the direct deposit information provided to affect specific payment types from specific agencies, specify the programs or agencies here. If no program or agency names are provided, all remit information on file will be changed to the direct deposit information specified on this form.

Account Number: Enter your bank account number legibly.

Routing Number: Enter the 9-digit routing transit number.

Providing a voided check blank (not a deposit slip) helps ensure the correct numbers get entered.

Replacement of previously provided account information - If there is existing ACH on your account, the new ACH information will replace the old account information supplied here.

Affidavit

Please read the affidavit thoroughly. This paragraph explains what your signature authorizes.

***Signature**

Establishes that you are a U.S. person or resident alien with authority to authorize payments to the bank account you provided on this form.

Vendor Registry
600 E. Boulevard Ave Dept 012
14th Floor Capitol Tower
Bismarck ND 58505-0310

Telephone: (701) 328-2773
Fax: (701) 328-0108
Email: spovendor@nd.gov



CERTIFIED CONDITIONS
North Dakota Multijurisdictional Task Force Lottery Program
OFFICE OF ATTORNEY GENERAL
11/2017

I. INTRODUCTION

Eligible Applicants

Multijurisdictional drug task forces operating within the state of North Dakota.

Subgrantee

Subgrantees are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian Tribes.

Implementing Agency

The implementing agency has direct responsibility for carrying out the activities of the grant (such as a police department or sheriff's office).

Authorized Official

The authorized official must have the legal authority to commit the subgrantee to a contract or other agreement. Examples are the mayor, city auditor, county auditor, director of the state agency, or Tribal Chairperson. Overall responsibility for the administration of the project rests with this individual.

Project Director

The project director has direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General.

Fiscal Officer

The fiscal officer prepares and submits all financial reports as required by the Office of Attorney General and has responsibility for the financial administration of the project.

II. PROJECT COMMENCEMENT

Project Spending/Committing of Funds

Cannot spend or commit funds until January 1, 2019.

Failure to Commence Project

If a project has not commenced operation within 60 days of the beginning project date, the project director will report, in writing, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

If a project has not begun operation within 90 days of the beginning project date, the project director must submit a second written report updating the information supplied in the first report. If this report is not received, or if the Office of Attorney General (OAG) determines that the delay is not desirable, the project will be canceled.

III. COOPERATION

Subgrantee and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

IV. THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the OAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the subgrantee and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the subgrantee and implementing agency in the conduct of the project.

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

Subgrantee and implementing agency must obtain prior written authorization from the OAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application;
- B. Changes in the project director or key professional personnel identified in the approved application;
- C. Changes in the approved project budget as specified under financial conditions; and
- D. Grant extensions.

A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. In order to receive approval for an extension, financial and progress reports must be completed and submitted to the OAG.

VI. PROGRESS REPORTS

Subgrantees must submit Progress Reports to the OAG. Progress Reports have the following purposes:

- A. To determine if the subgrantee operated the project as agreed;
- B. To determine the outcome of the project;
- C. To develop data for criminal justice planning and the North Dakota Drug and Violent Crime Control Strategy;
- D. To help other agencies which might undertake a similar project; and
- E. To present information to Congress and the legislature.

Progress Report Requirements

Progress reports should include the following:

- A. Data and narrative showing the progress on meeting the project's goals and objectives;
- B. Project activities linked to the specific objectives of the project period; and
- C. Problems encountered.

Due Dates

Subgrantees must submit monthly Progress Reports. **Reports are to be based on that period's activities.** Progress Reports are due at the end of the month following the reporting period.

Failure to Submit the Progress Report

The OAG will not reimburse any expenditure if any Progress Report is outstanding. Failure to submit the Progress Reports may also result in the suspension of processing new or continuation projects.

VII. FINANCIAL MANAGEMENT

Accounting Requirements and Procedures

Subgrantee and implementing agency agree to establish financial accounting procedures to assure proper disbursement and accounting for all multijurisdictional task force lottery funds as well as required non-federal matching funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

- A. Separately account for the receipt of Multijurisdictional Task Force Lottery and matching funds under each grant awarded; and
- B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Non-Supplanting

The subgrantee and implementing agency agree that state funds made available through the Multijurisdictional Task Force Lottery Program must be used to supplement existing funds for program activities and cannot replace, or supplant, state, local, or other non-federal funds that have been appropriated for the same purpose.

Cash Match

The applicant assures that matching funds are non-federal dollars. All subgrantees must maintain records, which clearly show the source, the amount, and the timing of all matching contributions. Failure to provide the approved match will require you to refund the state funds to the Office of Attorney General.

Pre-Agreement Costs

The OAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the Grant Award and Acceptance will not be allowed.

Budget Deviation

All expenditures of the project must be in accordance with the detailed Budget Summary of the Grant Award and Acceptance. The OAG will not reimburse expenses which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in advance, in writing, to the OAG and will be considered on a case-by-case basis.

Unexpended Funds

Funds not expended for the specific purposes or conditions of the grant during the grant period must be returned to the Office of Attorney General. These funds will be awarded to applicants during the next grant award process.

Reimbursement/Allowable Expenses

OAG reimburses actual expenses on a quarterly basis unless otherwise agreed upon by the OAG and the subgrantee. The Summary Financial Report (known as the SFR) must be used to report all grant expenditures and a template will be provided to you. The report is required quarterly and must be submitted to OAG within 30 days following the end of the reporting period.

The SFR must show all project expenditures during the period of the report. Expenditures should be reported as actual amounts and must be accompanied by complete documentation as indicated below.

A. Personnel Expenditures

Includes: Salary, overtime, and benefits.

Documentation required: Hourly rates, copies of check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets may be reviewed during audits).

B. Operating Expenditures

Includes: Utilities, office supplies, travel expenses, training, etc.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation, or other supporting documentation. Note check number and payment date on supporting documentation.

C. Equipment

Includes: Tangible personal property having an acquisition cost of \$5,000 or more per unit and a useful life of more than one year.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation if necessary, or other supporting documentation. Note check number and payment date on supporting documentation.

D. Travel

Includes: Meals, lodging, mileage, and commercial transportation for travel approved in the subgrantee's application will be approved.

Documentation required: Sufficient detail must be submitted to support the claim. Include destination, purpose of travel, dates, and authorization.

Mileage, meals and lodging: Will be reimbursed at the local or state rate - whichever is lower; Or for out of state travel, GSA rates will prevail. Current State rates are as follows:

Meals: To receive reimbursement for meals you must document departure and arrival times, and you must travel a minimum of four (4) hours, which cover the following time frames:

<u>Meals</u>	<u>State Rate</u>
Breakfast (leave on or before 7:00 a.m.)	\$ 7.00
Lunch (11:00 a.m. - 1:00 p.m.)	\$10.50
Dinner (5:00 p.m. - 7:00 p.m.)	\$17.50

E. Contracts, Leases, and Agreements

Consultant and contractual services, leases, and agreements must be supported by written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided. (Subgrantees must submit a copy of approved contracts, leases, or agreements before reimbursement will be made.)

Unallowable Expenses

Federal funds may not be expended for the following items:

- A. Items not part of the approved budget **unless** approved by the OAG
- B. Land acquisition
- C. Acquisition or construction of buildings
- D. Real estate mortgages or taxes, **unless** specifically provided for in the grant agreement
- E. Purchase of automobiles or other automotive vehicles **unless** provided for in the grant agreement
- F. Compensation to federal employees
- G. Travel of federal employees
- H. Military-type equipment
- I. Lobbying
- J. Fund raising
- K. Corporate formation
- L. Imputed interest
- M. Indirect (overhead) costs
- N. Bonuses, honoraria, or commissions
- O. Entertainment and related costs
- P. Social activities, i.e. sports, movies, etc.
- Q. Tips
- R. Bar charges/Alcoholic beverages

- S. Guns, ammunition, tasers
- T. Acquisition of Canines and/or canine expense, **unless** pre-approved for tactical team purposes.

Project Income and Interest

All interest or other income earned as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, asset forfeitures, etc.) must be reported on a Progress Report. Program income may be retained and used for any purpose that furthers the objectives of the project.

Program income from asset seizures and forfeitures is considered earned by the project at the time of seizure, and is available for use by the subgrantee upon forfeiture.

VIII. INSPECTION OF RECORDS

Retention of Records

Subgrantees must maintain their project file and financial records for three years after the close of the grant and completion of an audit.

Records Inspection

Subgrantee and implementing agency give the Office of Attorney General or its representatives permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the Office of Attorney General or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

IX. PROCUREMENT

Level of Competition Required

All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, should be conducted in a manner so as to provide maximum open and free competition. Subgrantees must adhere to their local procurement policies and may be required to provide copies of such policies to OAG upon request.

X. EQUIPMENT

Equipment Inventory

Equipment having an acquisition cost of \$5,000 or more must be reported on the Project Equipment Inventory Report (provided by BCI) and submitted with the final Summary Financial Report and Expenditure Report for the grant period. The inventory should be

itemized and include the following for each piece of equipment:

- A. Equipment description
- B. Brand name
- C. Model numbers
- D. Serial numbers
- E. Unit cost

Ownership of Equipment

Subgrantees and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subgrantee and implementing agency and must be used for criminal justice purposes.

Disposition

When equipment is no longer needed for criminal justice purposes, the subgrantee must contact the OAG for disposition instructions.

XI. OTHER APPLICABLE LAWS AND REGULATIONS

The subgrantee and implementing agency shall abide by all other state laws and regulations as may be applicable to the project and stipulated in the certified conditions issued by the Office of Attorney General.

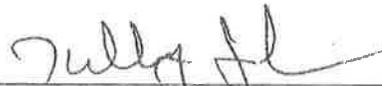


CERTIFIED CONDITIONS Signature Page
North Dakota Multijurisdictional Task Force Lottery Program
OFFICE OF ATTORNEY GENERAL

I certify that the project proposed in this application meets all the requirements of the North Dakota Multijurisdictional Task Force Lottery Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above-certified conditions and agrees that the applicable conditions above will be followed.

Signature of Authorized Official

Date



Signature of Project Director



Date

Signature of Fiscal Officer

Date

Please make a copy for your records and return the original with the other required award and acceptance documents to ND Office of Attorney General.



Board of City Commissioners

Agenda Documentation

MEETING DATE:	February 19, 2019
PREPARATION DATE:	February 14, 2019
SUBMITTING DEPARTMENT:	Engineering
DEPARTMENT DIRECTOR:	Justin Froseth, PE
PRESENTER:	Justin Froseth, Planning and Engineering Director
SUBJECT:	Potential Metropolitan Planning Organization Study Opportunity

STATEMENT/PURPOSE: To present and possibly discuss study opportunities through the Metropolitan Planning Organization (MPO) in 2020.

BACKGROUND/ALTERNATIVES: The MPO has notified all of its member jurisdictions that there are some Consolidated Planning Grant (CPG) funds from past year's distributions that are available to us if used by 2020. The MPO group has discussed some ideas for these funds and one of them that we have mentioned as a possibility is a corridor study for Sunset Drive north of where the roadway currently ends. That study has surfaced near the top of supported ideas by the MPO stakeholders. At this time, there is no funding commitment tied to that prioritization exercise. With this agenda item, we are presenting that corridor study as an option to move forward with along with a couple of other ideas that may be worthy of such a study.

With any of these corridor study ideas, some of the main objectives of the study would be to; 1) determine the best alignment and corresponding right of way necessary to reserve for that future corridor, 2) project future traffic volumes to determine general configuration of the corridor such as number of lanes and intersection treatments and 3) estimate costs in order to best program funding for a future project. The study would come with a consultant lead public outreach effort with public involvement meetings as well. As with any of the MPO studies, it would not be a design effort and those details would not be part of the scope. Below are three options our office sees as being most worthy of a corridor study.

1) Sunset Drive extension corridor study:

As mentioned above, this has been discussed by the MPO as a potential study since staff does see the north/central part of Mandan as a potential large-scale growth area.

2) Boundary Street and/or Lohstreter Road extension corridor study:

This is also an area that staff can see as a potential large-scale development. Boundary and or Lohstreter are likely a couple of roads that would need to be extended to serve a large scale development into this area. Neither road is currently considered to be on the functional classification system. That is a hurdle we would need to get over before it a corridor study could be done through the MPO.

3) McKenzie Drive west extension and Heart River crossing corridor study:
Staff occasionally is asked when such a crossing might occur. It would likely help spur some new development, but there is not as much land to be developed as the previous two ideas. It would give existing residents another route from their homes and to the east likely relieving some volumes coming through 6th Avenue east, 3rd Street east as well as Main Street and Memorial Highway.

In addition to these three options, we could elect no study and the MPO could move on to another jurisdiction's study ideas or forfeit the CPG funds available. We are not looking for a recommendation at this time. The intent is to present options, receive feedback, and come back with a recommendation at some future time before 2020 budgeting.

ATTACHMENTS:

FISCAL IMPACT: Based on past studies, the MPO has estimated a corridor study to be between \$160K-\$180K. As with any such study, the MPO would be responsible for 80% of the study cost while the local jurisdictions share the remaining 20%. Since the only jurisdictional beneficiary for this one would be Mandan, we would get the entire 20% of the local share. We would likely be able to shape the study to make it as affordable as possible since we would be the only jurisdiction involved. 20% of \$160K would be \$32K.

STAFF IMPACT: Minimal.

LEGAL REVIEW: The City Attorney has been copied on all agenda documents.

RECOMMENDATION: For information, no recommendation at this time.

SUGGESTED MOTION: N/A.



Board of City Commissioners

Agenda Documentation

MEETING DATE:	February 19, 2019
PREPARATION DATE:	February 14, 2019
SUBMITTING DEPARTMENT:	Engineering & Planning
DEPARTMENT DIRECTOR:	Justin Froseth, Planning & Engineering Director
PRESENTER:	Justin Froseth
SUBJECT:	Consider the approval of plans and specifications, Engineers Report, and authorize the call for bids for the 2019 Municipal Sidewalk Improvement Project 2019-03.

STATEMENT/PURPOSE: To move forward with the project to repair sidewalks, driveways, and other concrete items throughout the City.

BACKGROUND/ALTERNATIVES: This is an annual sidewalk construction project that is for the removal and replacing of existing sidewalks or aprons in need of repair. Residents may elect to have sidewalk and/or apron work done to their existing sidewalk and/or apron that is adjacent to their property under this project, and to have that work assessed to their property. Sidewalks and/or aprons for new construction however are not eligible to participate. Work includes any concrete item within the public right-of-way that needs to be done. Last year this sidewalk project totaled approximately \$42,804.08 in construction costs. That includes the work that Public Works completed using the contract prices and with the work completed through the Engineering Department for improvements related to private properties.

Taking into account that Public Works is looking at utilizing this contract to repair some 8" curb and gutter, and that we have some sidewalk gaps that need to be connected where there are parcels that do not have sidewalk, we are estimating the project at \$49,027.50 for 2019.

We sent out 72 letters to contractors that have done work in the city to invite them to a meeting to discuss this project and to answer any questions they may have in order to prompt the most interest for this project. The meeting was held on February 7th. Two contractors were present at the meeting. Though attendance was light, we did receive some good technical feedback that we plan to incorporate into our standards going forward.

Board of City Commissioners

Agenda Documentation

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Subject: Consider the approval of plans and specifications, Engineers Report, and authorize the call for bids for the 2019 Municipal Sidewalk Improvement Project 2019-03.

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Pending approval today, would advertise the project on March 1 and 8, open bids March 26 and bring back our recommendations to the City Commission for award of bid on April 2.

ATTACHMENTS:

1. Engineer's Estimate
2. Resolution Approving Plans and Specifications
3. Resolution Approving Engineer's Report
4. Resolution Directing Advertisement for Bids

FISCAL IMPACT: Minimal, all work under this project is special assessed to the benefitting property.

STAFF IMPACT: The Engineering staff will be performing the construction administration for this project.

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

RECOMMENDATION: This office supports moving forward with this project.

SUGGESTED MOTION: I move to approve the resolution approving plans and specifications, approve the resolution approving engineer's report and approve the resolution directing advertisement for bids for the 2019 Municipal Sidewalk Improvement Project 2019-03.

Board of City Commissioners

Agenda Documentation

Meeting Date: February 19, 2019

Subject: Consider the approval of plans and specifications, Engineers Report, and authorize the call for bids for the 2019 Municipal Sidewalk Improvement Project 2019-03.

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ENGINEER'S ESTIMATE

MUNICIPAL SIDEWALK IMPROVEMENT

February 19, 2019
PROJECT NO. 2019-03

TO THE HONORABLE PRESIDENT AND MEMBERS OF THE BOARD OF CITY COMMISSIONERS
CITY OF MANDAN, MANDAN, NORTH DAKOTA

GENTLEMEN:

I HEREWITH SUBMIT AN ESTIMATE OF THE PROBABLE COST OF THE CONSTRUCTION OF
MUNICIPAL SIDEWALK PROJECT NO. 2018-01 IN THE CITY OF MANDAN, N.D.

BID NO.	ITEM NO.	ITEM	APPROX QUANTITY		UNIT PRICE	AMOUNT
1	601	4" CONCRETE SIDEWALK	2,000	SF	\$5.25	\$10,500.00
2	601	6" CONCRETE SIDEWALK	400	SF	\$6.00	\$2,400.00
3	602	6" CONCRETE DRIVEWAY	1,600	SF	\$6.00	\$9,600.00
4	603	6" CURB AND GUTTER	150	LF	\$20.00	\$3,000.00
5	601	4" HANDICAP CURB RAMPS	40	SF	\$15.00	\$600.00
6	601	4" CONCRETE STEPS	10	SF	\$40.00	\$400.00
7	601	3/4" FELT EXPANSION MATERIAL	300	LF	\$2.00	\$600.00
8	202	UNCLASSIFIED EXCAVATION	75	CY	\$30.00	\$2,250.00
9	1504	CONCRETE REMOVAL	3,700	SF	\$2.00	\$7,400.00
10	1503	SAW CUTTING	150	LF	\$6.00	\$900.00
11	1505	ADJUST WATER CURB STOP	2	EA	\$45.00	\$90.00
12	1506	ADJUST WATER VALVE BOX	2	EA	\$45.00	\$90.00
13	1507	BLACK DIRT AND SEED	25	SY	\$20.00	\$500.00
14	1203	SOD	5	SY	\$35.00	\$175.00
15	201	TREE ROOT REMOVAL (2" TO 6")	2	EA	\$50.00	\$100.00
16	201	TREE ROOT REMOVAL (OVER 6" TO	2	EA	\$75.00	\$150.00
17	201	TREE ROOT REMOVAL (OVER 12")	2	EA	\$100.00	\$200.00
18	501	COLD WEATHER PROTECTION- CURB & GUTTER	30	LF	\$0.75	\$22.50
19	501	COLD WEATHER PROTECTION- CONCRETE PAVEMENT	300	SF	\$0.50	\$150.00
20	1513	8" CONCRETE	800	SF	\$6.75	\$5,400.00
21	1513	REMOVE & REPLACE 8" CURB & GUT	150	LF	\$30.00	\$4,500.00
TOTAL PROJECT COST						\$49,027.50

Board of City Commissioners

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Meeting Date: February 19, 2019

Subject: Consider the approval of plans and specifications, Engineers Report, and authorize the call for bids for the 2019 Municipal Sidewalk Improvement Project 2019-03.

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**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
FOR MUNICIPAL SIDEWALK IMPROVEMENTS
PROJECT # 2019-03**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project in Project # 2019-03 of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 19th day of February, 2019.

President, Board of City Commissioners

ATTEST:

City Administrator

**RESOLUTION APPROVING ENGINEER'S REPORT AND
AUTHORIZING PREPARATION OF THE DETAILED PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
IMPROVEMENT IN MUNICIPAL SIDEWALK IMPROVEMENTS PROJECT
2019-03**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. That the report of the City Engineer with respect to the general nature, purpose, and feasibility of the proposed improvement and the estimate of the probable cost of the work to be done in Municipal Sidewalk Improvement Project 2019-03, as required by section 40-22-10 of the North Dakota Century Code, and hereto filed in the office of the City Administrator, is hereby accepted and approved and the proposed improvement project within said District is hereby determined and declared to be feasible.

2. The probable costs of the of the improvement project are estimated to be as follows:

a.	Construction costs:	\$49,027.50
b.	Other costs including necessary and reasonable change orders; engineering, fiscal agents' and attorneys' fees; cost of publication of legal notices; printing of warrant bonds; and all expenses incurred in the making of the improvement and levy of assessments therefor:	\$4,902.75
c.	Total estimated costs of the improvement:	\$53,930.25

3. The Engineer is hereby authorized and directed to prepare detailed plans and specifications for the project to be constructed.

Board of City Commissioners

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Subject: Consider the approval of plans and specifications, Engineers Report, and authorize the call for bids for the 2019 Municipal Sidewalk Improvement Project 2019-03.

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4. This resolution shall be in full force and effect from and after its passage.

Dated this 19th day of February, 2019.

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

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Meeting Date: February 19, 2019

Subject: Consider the approval of plans and specifications, Engineers Report, and authorize the call for bids for the 2019 Municipal Sidewalk Improvement Project 2019-03.

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**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
FOR MUNICIPAL SIDEWALK IMPROVEMENT PROJECT 2019-03**

BE IT RESOLVED, By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. The City Administrator and City Engineer shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Municipal Sidewalk Improvement Project 2019-03 of the City of Mandan, as more fully described and referred to in the plans and specifications for said improvement now on file in the office of the City Engineer.

2. The City Administrator is authorized and directed to cause notice of advertisement for bids to be published once each week for two consecutive weeks in the Mandan News, the official newspaper, the first of such publications to be at least twenty-one days before the date specified for receipt of bids, which notice shall be in the following form:

**“ADVERTISEMENT FOR BIDS FOR
2019 MUNICIPAL SIDEWALK IMPROVEMENT PROJECT #2019-03
MANDAN, NORTH DAKOTA**

Notice is hereby given, that the City of Mandan, North Dakota, will receive sealed bids at the Office of the City Engineer, City Hall, until March 26, 2019, at 10:00 a.m., local time, for the purpose of the construction and repair of sidewalks, curb and gutters, and all other work related to the 2019 Municipal Sidewalk Improvement Project 2019-03. The work consists of all labor, skill and materials required to properly construct the improvement.

Contractors and vendors desiring plans and specifications for personal use may secure digital copies from www.questcdn.com for a fee of \$25.00. These documents may be downloaded by selecting this project from the “Bid Documents” tab and by entering Quest Project Number #??????? on the “Search Projects” page. For assistance and the free membership registration, contact QuestCDN at (952)233-1632 or info@questcdn.com. Paper copies of the bid documents may be obtained from the City of Mandan Engineering office, 205 2nd Avenue Northwest, Mandan, North Dakota 58554 upon non-refundable payment of \$50.00 for each set. If Plans are mailed out and additional fee of \$15.00 will be added for postage and handling.

The Contractor shall include a copy of his license or certificate or renewal thereof enclosed in the required bid bond envelope as required pursuant to Section 43-07-

Board of City Commissioners

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12 of the North Dakota Century Code, as amended. Unless a bidder obtains a contractor's license for the full amount of its bid within twenty days after it is determined the bidder is the lowest and best bidder, the bid must be rejected and the contract awarded to the next lowest, best, and licensed bidder.

Each bid shall be accompanied by a separate envelope containing a bidder's bond in the amount of five (5) percent of the amount of the bids as required by Section 48-01.1-05, North Dakota Century Code, as amended, and executed as provided by law. The bid bond shall be conditioned that if the principal's bid is accepted and the contract awarded to the principal, the principal, within ten days after notice of award shall execute a contract in accordance with the terms of the bid and a contractor's bond as required by law and the regulations and determinations of the city's governing body.

Bids shall be made on the basis of cash payment for the work to be done. All work under this advertisement shall be started on a date to be specified in a written order from the Board of City Commissioners, or no later than ten (10) days after written notice to proceed has been received from the city.

All work shall be completed no later than December 31, 2019. If the contractor fails to complete all the work within this time, or such additional time as has been granted for excusable delays, there shall be deducted from any money due the contractor the sum of One Hundred Dollars for each calendar day the completion of the work is delayed. Such deducted amounts shall be charged as liquidated damages and not as a penalty.

The bid proposals shall be sealed and endorsed "Proposal for the 2019 Municipal Sidewalk Improvement Project #2019-03". Bids shall be delivered or mailed to: City Engineer, 205 2nd Avenue NW, Mandan, ND 58554. Bids will be opened and read aloud in the City Commission Meeting Room at 10:00 a.m., local time, on March 26, 2019. All bidders are invited to be present at the public opening of the bids. No bid may be read or considered if it does not fully comply with the requirements of NDCC '48-01.1-05 and any deficient bid submitted must be resealed and returned to the bidder immediately.

The Board of City Commissioners of the City of Mandan, North Dakota, will meet at the City Hall in said city on Tuesday, April 2nd, 2019 at 5:30 p.m., local time, to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder, subject to the Board finding filed protests are insufficient to bar the work. The contract will be awarded on the basis of the low bid submitted by a responsible and responsive bidder deemed most favorable to the City's interest.

The Board of City Commissioners reserves the right to hold all bids for a period of thirty (30) days after the date fixed for the opening thereof, and to reject any or all bids and to waive irregularities whenever it is in the best interest of the City of Mandan.

Board of City Commissioners

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Subject: Consider the approval of plans and specifications, Engineers Report, and authorize the call for bids for the 2019 Municipal Sidewalk Improvement Project 2019-03.

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Dated this 19th day of February, 2019.

City of Mandan, North Dakota

BY: James Neubauer

City Administrator

Publication Dates: March 1 & March 8, 2019”

3. Each and all of the terms and provisions of the foregoing notice are hereby adopted as the terms and conditions for the award of said contract.

4. The Board of City Commissioners shall meet on Tuesday, April 2, 2019 at 5:30 pm, local time, to review the bids submitted, consider the engineer’s recommendation, and to award the contract to the successful bidder.

President, Board of City Commissioners

ATTEST:

City Administrator

Passed: February 19th, 2019

North Dakota Legislative Branch

Legislative Bill Tracking - Sixty-sixth Assembly (2019) - View Bill Tracking

List: Legislative Update 3

Tracking Lists | Today's Calendar | Committee Hearings | Conference Committee Hearings | Bill Status | Bills Introduced Since 02/14/2019
 Manage Mobile Devices

Select All None	Bill	Status	Title	Description	Comment	Action
<input type="checkbox"/>	HB 1041	House: PASSED Senate: INTRODUCED 01/28 S Introduced, first reading, referred Finance and Taxation Committee 02/12 S Committee Hearing - 10:00 AM	Relating to the homestead tax credit for special assessments; to provide for application; and to provide an effective date.	Increase amount from \$6,000 to \$15,000 and lower interest rate from 9% to 6% Amendments kept \$6,000 and lowered interest rate	Finance - Support PASSED - HOUSE	Follow this Bill - RSS View Edit Delete
<input type="checkbox"/>	HB 1066	House: INTRODUCED 02/06 H Amendment adopted 02/06 H Rereferred to Appropriations	Relating to infrastructure funds; to amend and reenact subsection 5 of section 57-51-01 and sections 57-51-15, 57-51.1-07.3, and 57-51.1-07.5 of the North Dakota Century Code, relating to oil and gas tax revenue allocations; to provide a continuing appropriation; to provide for a report; and to provide an effective date.	"Prairie Dog Bill" Hearing held, much support from around the state	Support Airport - Support	Follow this Bill - RSS View Edit Delete
<input type="checkbox"/>	HB 1117	House: PASSED 01/22 H Second reading, passed, yeas 89 nays 1 01/23 S Received from House	Relating to publication of legal notices in a newspaper and online.	Place legal notices online	Administration - support PASSED HOUSE	Follow this Bill - RSS View Edit Delete
<input type="checkbox"/>	HB 1165	House: INTRODUCED 01/03 H Introduced, first reading, referred Political Subdivisions Committee 02/07 H Committee Hearing - 10:30 AM	Relating to nonconforming structures.		Building Official - Oppose	Follow this Bill - RSS View Edit Delete
<input type="checkbox"/>	HB 1182	House: DEFEATED 01/24 H Reported back, do not pass, placed on calendar 10 3 1 01/28 H Second reading, failed to pass, yeas 28 nays 61	Relating to limitations on increases in property assessments for property tax purposes; and to provide an effective date.		Assessing/Administration - Oppose DEFEATED	Follow this Bill - RSS View Edit Delete
<input type="checkbox"/>	HB 1184	House: INTRODUCED 01/03 H Introduced, first reading, referred Judiciary Committee 01/22 H Committee Hearing - 08:30 AM	Relating to eliminating the ability of state and local government authorities from using quick take eminent domain; and to repeal sections 11-10-26 and 24-01-22.1 of the North Dakota Century Code, relating to appeals related to acquiring a right of way through the use of	Eliminates authority to use quick take eminent domain which could impact FHWA and FAA project timing and funding	Engineering - Oppose Airport - Oppose	Follow this Bill - RSS View Edit Delete

			quick take eminent domain.				
<input type="checkbox"/>	HB 1207	House: INTRODUCED 01/21 H Committee Hearing - 10:40 AM 02/14 H Reported back amended, do pass, amendment placed on calendar 11 3 0	Relating to costs awarded to a defendant.		Legal - Monitor	Follow this Bill - RSS	View Edit Delete
<input type="checkbox"/>	HB 1210	House: INTRODUCED 01/14 H Rereferred to Political Subdivisions 01/25 H Committee Hearing - 09:00 AM	Relating to qualified electors in city elections.	Residents of Extraterritorial zoning jurisdiction of a city is entitled to vote in governing body of the city	Administration & Planning	Follow this Bill - RSS	View Edit Delete
<input type="checkbox"/>	HB 1221	House: DEFEATED 01/24 H Reported back, do not pass, placed on calendar 11 2 1 01/28 H Second reading, failed to pass, yeas 19 nays 70	Relating to the period of property tax delinquency before foreclosure of a tax lien; to provide for application; and to provide an effective date.	allows property tax from 2 years delinquent to 5 years	Administration - monitor DEFEATED	Follow this Bill - RSS	View Edit Delete
<input type="checkbox"/>	HB 1261	House: DEFEATED 01/24 H Reported back, do not pass, placed on calendar 13 0 1 01/28 H Second reading, failed to pass, yeas 27 nays 62	Relating to the disposition of proceeds from tax lien foreclosures.	If proceeds from foreclosure exceed taxes and costs, excess returned to property owner	Administration - Monitor DEFEATED	Follow this Bill - RSS	View Edit Delete
<input type="checkbox"/>	HB 1282	House: PASSED 01/24 H Second reading, passed, yeas 81 nays 11 01/25 S Received from House	Relating to limitations on public employer consideration of criminal background.	Unable to look into or consider criminal background until the applicant is selected for an interview, unless statutory obligation. Currently, we conduct a formal background check after a conditional offer has been accepted. No ND Court searches before setting up interview.	Human Resources - Monitoring Passed House - If Passes Senate will need to adjust job application forms PASSED - HOUSE	Follow this Bill - RSS	View Edit Delete
<input type="checkbox"/>	HB 1286	House: INTRODUCED 02/04 H Committee Hearing - 08:30 AM 02/14 H Reported back amended, do pass, amendment placed on calendar 11 3 0	Relating to law enforcement agencies reporting seizures and forfeitures; and to amend and reenact sections 19-03.1-36.2, 19-03.1-36.6, 19-03.1-36.7, 29-27-02.1, and subsection 1 of section 54-12-14 of the North Dakota Century Code, relating to forfeiture proceedings, contested forfeiture hearings, legal interests in forfeited property, disposition of statutory fees, fines, forfeitures, and the attorney general assets forfeiture fund.	Takes away ability to utilize forfeited assets which would negatively impact Police Department	Police - Oppose	Follow this Bill - RSS	View Edit Delete
<input type="checkbox"/>	HB 1289	House: INTRODUCED	Relating to notice		Assessing/Finance -	Follow this Bill - RSS	View Edit Delete

		01/03 H Introduced, first reading, referred Political Subdivisions Committee 01/24 H Committee Hearing - 09:00 AM	filings and property valuation spot checks; and to provide an effective date.		Monitor		
HB 1290	House: INTRODUCED 02/06 H Committee Hearing - 03:15 PM 02/14 H Reported back amended, do pass, amendment placed on calendar 9 4 1	Relating to prohibiting entry onto private land without permission.			Police - Oppose	Follow this Bill - RSS	View Edit Delete
HB 1307	House: DEFEATED 02/01 H Reported back, do not pass, placed on calendar 11 2 1 02/07 H Second reading, failed to pass, yeas 15 nays 74	Relating to special assessments.	benefit of special assessments to property		Engineering - Finance - Monitor COMMITTEE DO NOT PASS	Follow this Bill - RSS	View Edit Delete
HB 1328	House: DEFEATED 02/01 H Reported back, do not pass, placed on calendar 11 3 0 02/07 H Second reading, failed to pass, yeas 6 nays 83	Relating to mill levy limitations in cities and excess levy limitations for cemetery purposes; and to provide an effective date.	city may levy 4 mills for cemetery, but must reduce general fund levy any excess mills over 2		Public Works - Finance - Monitor	Follow this Bill - RSS	View Edit Delete
HB 1334	House: PASSED 02/13 H Second reading, passed, yeas 89 nays 2 02/14 S Received from House	Relating to sealing a criminal record of a driving under the influence offense.	sealing record... what to do with background checks for liquor licenses		Administration - monitor	Follow this Bill - RSS	View Edit Delete
HB 1375	House: INTRODUCED 01/10 H Introduced, first reading, referred Government and Veterans Affairs Committee 02/01 H Committee Hearing - 08:00 AM	Relating to references to party affiliation in elections; and to repeal section 40-21-06 of the North Dakota Century Code, relating to references to party affiliation in petitions of candidates for city elective offices.			Administration - Oppose	Follow this Bill - RSS	View Edit Delete
HB 1379	House: INTRODUCED 01/10 H Introduced, first reading, referred Political Subdivisions Committee 02/08 H Committee Hearing - 09:30 AM	Relating to adoption and referral of preliminary budgets of cities, counties, school districts, and park districts; and to provide an effective date.	Adopts preliminary budget by July 10, provide referral vote with petition		Finance - Oppose	Follow this Bill - RSS	View Edit Delete
HB 1380	House: DEFEATED 02/08 H Laid over one legislative day 02/13 H Second reading, failed to pass, yeas 25 nays 67	Relating to limitations on property tax levies by taxing districts without voter approval; to amend and reenact subsection 4 of section 15.1-27-04.1 of the North Dakota Century Code, relating to the determination of school district state aid payments; to provide an effective date; and to provide an expiration date.	Cap City Budget at 3%		Finance - Oppose	Follow this Bill - RSS	View Edit Delete
HB 1390	House: DEFEATED 01/24 H Reported back, do not pass, placed on calendar 9 4 1 01/28 H Second reading, failed to pass, yeas 29 nays 60	Relating to limitations on the true and full valuation of property for tax purposes and limitations on property tax levies by taxing districts without voter	limits property valuation increases		Assessing - Monitor DEFEATED	Follow this Bill - RSS	View Edit Delete

			approval; to amend and reenact subsection 4 of section 15.1-27-04.1 of the North Dakota Century Code, relating to the determination of school district state aid payments; and to provide an effective date.			
HB 1431	House: INTRODUCED 01/14 H Introduced, first reading, referred Political Subdivisions Committee 02/07 H Committee Hearing - 08:30 AM	Relating to the parts of the state included in the southwest water authority and the membership of the board of directors of the southwest water authority; and to provide an effective date.	Southwest Water Authority remove City of Mandan from mill levy	Administration - Support	Follow this Bill - RSS	View Edit Delete
HB 1443	House: PASSED 02/01 H Motion to reconsider laid on table 02/04 S Received from House	Relating to historic horse race wagering and rent limits; and to amend and reenact sections 53-06.2-01, 53-06.2-04, 53-06.2-05, and 53-06.2-06, subsection 1 of section 53-06.2-08, and sections 53-06.2-10, 53-06.2-10.1, and 53-06.2-11 of the North Dakota Century Code, relating to the regulation of historic horse racing.		PASSED	Follow this Bill - RSS	View Edit Delete
HB 1463	House: DEFEATED 02/05 H Reported back, do not pass, placed on calendar 8 6 0 02/08 H Second reading, failed to pass, yeas 23 nays 64	A BILL for an Act to provide for collective bargaining for law enforcement officers and paid full-time firefighters.	collective bargaining for law enforcement officers and paid full-time firefighters	Police / Fire - Monitor	Follow this Bill - RSS	View Edit Delete
HB 1474	House: INTRODUCED 01/14 H Introduced, first reading, referred Political Subdivisions Committee 01/31 H Committee Hearing - 02:30 PM	Relating to the authority of a county or city to levy an infrastructure tax in lieu of special assessments; and to amend and reenact sections 11-09.1-05, 11-11-55.1, 40-05.1-06, and 40-23-21 of the North Dakota Century Code, relating to the authority of home rule cities and counties to levy an infrastructure tax in lieu of special assessments and special assessment fund balances.	Street Maintenance Fee as part of Utility Bill	Administration - Finance - monitor WOULD ALLOW CITY TO ASK VOTERS IF WANTED ANOTHER FUNDING OPTION	Follow this Bill - RSS	View Edit Delete
HB 1487	House: PASSED 02/05 H Second reading, passed, yeas 92 nays 0 02/06 S Received from House	Relating to an optional residential property tax freeze for seniors; and to provide an effective date.	freeze property valuations on property less than \$400k if 65 years or older, majority of property	Assessing - Turned into a Study Resolution	Follow this Bill - RSS	View Edit Delete

				valuations are less than \$400k thus freezes property tax			
HB 1494	House: DEFEATED 02/01 H Amendment adopted, placed on calendar 02/06 H Second reading, failed to pass, yeas 6 nays 86	Relating to interest rates set by the Bank of North Dakota.	Interest rates must be at Market vs the 2% infrastructure loans	Administration - Oppose Airport - Oppose COMMITTEE - DO NOT PASS	Follow this Bill - RSS	View Edit Delete	
HB 1512	House: DEFEATED 02/05 H Reported back, do not pass, placed on calendar 10 4 0 02/08 H Second reading, failed to pass, yeas 20 nays 68	Relating to the homestead tax credit; and to provide an effective date.	Increase thresholds for income limits	Administration - support	Follow this Bill - RSS	View Edit Delete	
SB 2010	Senate: PASSED 02/14 S Amendment adopted, placed on calendar 02/14 S Second reading, passed, yeas 46 nays 0	Relating to boiler inspections and North Dakota reserve fund use of producers; to amend and reenact sections 18-04-04, 18-04-04.1, and 18-04-05, subsection 2 of section 26.1-01-07, section 26.1-01-09, subsection 1 of section 26.1-03-17, and sections 26.1-21-03, 26.1-21-17, 26.1-22-03, and 26.1-23.1-01 of the North Dakota Century Code, relating to the state fire and tornado fund, the state bonding fund, fees chargeable by the insurance commissioner, the salary of the insurance commissioner, and government self-insurance pools; to repeal chapter 26.1-22.1 of the North Dakota Century Code, relating to boiler inspections; to provide a penalty; to provide a continuing appropriation; and to provide a contingent effective date.	Fire Insurance Premium	Fire - Support	Follow this Bill - RSS	View Edit Delete	
SB 2020	Senate: INTRODUCED 01/24 S Committee Hearing - 08:30 AM 02/14 S Reported back amended, do pass, amendment placed on calendar 14 0 0	Relating to the authorization of a Bank of North Dakota line of credit; to provide for Red River valley water supply requirements; to provide an exemption; to provide for a report to the legislative management; and to provide a statement of legislative intent.	State Water Commission - track to see if \$\$ in for Intake and LHWRD	Administration - monitor	Follow this Bill - RSS	View Edit Delete	
SB 2047	Senate: INTRODUCED 01/11 S Committee Hearing - 09:30 AM	Relating to the computation of retirement benefits.	Current multiplier is 2%, reduces benefit	Police & Fire - Monitor	Follow this Bill - RSS	View Edit Delete	

		02/08 S Reported back, do pass, place on calendar 5 2 0		to 1.75% for members first enrolled after 12/31/2019			
SB 2048	Senate: INTRODUCED 02/01 S Rereferred to Appropriations 02/08 S Committee Hearing - 11:00 AM	Relating to increased employer and employee contributions under the public employees retirement system defined benefit and defined contribution plans.	Increase employee and employer contributions by 1% beginning Jan. 1, 2020	Police & Fire - Monitor	Follow this Bill - RSS	View Edit Delete	
SB 2166	Senate: DEFEATED 02/05 S Reconsidered 02/05 S Second reading, failed to pass, yeas 2 nays 44	Relating to increasing liability limits for political subdivisions.	would increase our insurance premiums	Administration - oppose	Follow this Bill - RSS	View Edit Delete	
SB 2189	Senate: PASSED House: INTRODUCED 01/24 H Received from Senate 02/13 H Introduced, first reading, referred Political Subdivisions Committee	Relating to the meeting of the board of equalization of a township and a city.	Changes BOE date to within first 15 days of April, rather than 2nd Monday	Assessing/Finance - Support PASSED Senate	Follow this Bill - RSS	View Edit Delete	
SB 2209	Senate: PASSED House: INTRODUCED 01/23 H Received from Senate 02/13 H Introduced, first reading, referred Industry, Business and Labor Committee	Relating to protection for records related to critical infrastructure and security planning, mitigation, or threats.	certain infrastructure records to be protected	Administration - support PASSED Senate	Follow this Bill - RSS	View Edit Delete	
SB 2213	Senate: PASSED 02/11 S Second reading, passed, yeas 40 nays 6 02/12 H Received from Senate	Relating to the southwest water authority and district budget tax levies.	Permanent Mill for SW Water	Administration - Oppose	Follow this Bill - RSS	View Edit Delete	
SB 2227	Senate: INTRODUCED 02/12 S Committee Hearing - 10:00 AM 02/14 S Reported back, do not pass, placed on calendar 14 0 0	Relating to public employees retirement provisions; and to provide for a transfer.	Increase PERS contributions.. employee 1% and employer 1% and transfer \$265M from SIF to PERS fund This is not the LE plan that Police and Fire are in	Police & Fire - Monitor	Follow this Bill - RSS	View Edit Delete	
SB 2238	Senate: INTRODUCED 01/11 S Introduced, first reading, referred Agriculture Committee 01/31 S Committee Hearing - 10:00 AM	Relating to powers of the board of county commissioners; and to amend and reenact section 32-15-01 of the North Dakota Century Code, relating to limitations on eminent domain authority.		Legal - oppose	Follow this Bill - RSS	View Edit Delete	
SB 2259	Senate: DEFEATED 01/29 S Reported back, do not pass, placed on calendar 4 2 0 01/30 S Second reading, failed to pass, yeas 20 nays 25	Relating to the valuation of property for just compensation.		Assessing - Monitor DEFEATED - SENATE	Follow this Bill - RSS	View Edit Delete	
SB 2275	Senate: INTRODUCED 02/13 S Committee Hearing - 09:00 AM 02/14 S Reported back amended, do pass, amendment placed on calendar 14 0 0	Relating to the infrastructure revolving loan fund debt repayments; to amend and reenact sections 6-09-49, 6-09.4-06, and 6-09.4-10, subsection 6 of	\$55M in Legacy earnings to fund repayment of infrastructure revolving loan fund	Administration - monitor	Follow this Bill - RSS	View Edit Delete	

			<p>section 21-03-07, and sections 21-03-19, 57-15-06.6, and 57-47-02 of the North Dakota Century Code, relating to the infrastructure revolving loan fund, borrowing and lending authority, reserve funds, and expanded bonding authority for counties; to repeal section 61-02-78 of the North Dakota Century Code, relating to a revolving loan fund for water projects; to provide a transfer; to provide a continuing appropriation; to provide a bond issuance limitation; and to provide an effective date.</p>			
	SB 2304	<p>Senate: PASSED 01/29 S Second reading, passed, yeas 34 nays 11 01/30 H Received from Senate</p>	<p>Relating to the effect of state law on city or county ordinances and limits on city fines and penalties.</p>		Police - Support	<p>Follow this Bill - RSS View Edit Delete</p>

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Board of City Commissioners

Agenda Documentation

MEETING DATE: February 19th, 2019
PREPARATION DATE: February 11th, 2019
SUBMITTING DEPARTMENT: Police
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Introduction and First Consideration of Ordinance 1307 to Amend and Re-enact the Mandan Code of Ordinances Relating to Animals.

STATEMENT/PURPOSE: Consider Introduction and First Consideration of Ordinance 1307 to Amend and Re-enact the Mandan Code of Ordinances Relating to Animals.

BACKGROUND/ALTERNATIVES: Beginning in the summer of 2018, discussions have been held with City Commissioners and city officials regarding updating the current ordinances relating to dogs and cats in Mandan Municipal Code. In November 2018, a first reading on a proposed new ordinance was held. After this reading, additional input was received regarding the proposed ordinance. It was decided to re-examine the proposed changes. Instead of making numerous changes to the ordinance proposed in November, a new ordinance has been drafted. The new ordinance contains a number of additional definitions. Several nuisance related sections were repealed and were combined into an expanded restricted activities section. Changes were made to the sections involving running at large and leashes. In addition, a number of sections have been changed to allow for the issuance of a citation for violations instead of having to do a long form complaint for charges.

ATTACHMENTS: Ordinance 1307 to Amend and Re-enact the Mandan Code of Ordinances Relating to Animals

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: Ordinance 1307 was drafted by the City Attorney

Board of City Commissioners
Agenda Documentation
Meeting Date: February 19, 2019
Subject: Introduction and First Consideration of
Ordinance 1307
Page 2 of 2

RECOMMENDATION: Recommend approval of the Introduction and First Consideration of Ordinance 1307 to Amend and Re-enact the Mandan Code of Ordinances Relating to Animals.

SUGGESTED MOTION: Move to approve the Introduction and First Consideration of Ordinance 1307 to Amend and Re-enact the Mandan Code of Ordinances Relating to Animals.

ORDINANCE NO. 1307

An Ordinance to Amend and Re-enact

Article 1, Sec. 6-1-1, Sec. 6-1-2; Article 2, Sec. 6-2-1, Sec. 6-2-2, Sec. 6-2-4, Sec. 6-2-5, Sec. 6-2-7, Sec. 6-2-8, Sec. 6-2-10, Sec. 6-2-11, Article 3, Sec. 6-3-11, Sec. 6-3-12, and to repeal Sec. 6-1-3, Sec. 6-1-4, Sec. 6-1-5, Sec. 6-2-5, of Chapter 6 of the Mandan Code of Ordinances
Relating to Animals

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

ARTICLE 1. – IN GENERAL

Sec. 6-1-1. – Definitions.

Animal control officer: any person employed or appointed by the City who is authorized to investigate and enforce violations relating to animal control or cruelty under the provisions of this Ordinance.

At large: a domestic animal that is not on its owner's property and not leashed

Domestic animal: an animal of a tamed species commonly kept as pets and includes livestock.

Impoundment: seizing and confining a domestic animal by any animal control officer under the provisions of this Ordinance.

Owner: a person who (a) has a right of property or custody of a domestic animal provided that the right is not merely temporary, (b) keeps or harbors a domestic animal other than temporarily, (c) knowingly permits a domestic animal to remain indefinitely on or about any premises occupied by that person. (d) a domestic animal customarily returns daily for a period of 7 days to a place and are given food or shelter, the occupiers of that place shall be deemed to be owners.

Provocation: any action or activity, whether intentional or unintentional, which would be reasonably expected to cause a normal dog in similar circumstances to react in a manner similar to that shown by the evidence.

Vicious dog: without provocation, bites or attacks human beings or other animals, either on public or private property, or, in a vicious or terrorizing manner, approaches any person in apparent attitude of attack upon a street, sidewalk, or any public ground or place.

Sec. 6-1-2. Impoundment Authorized.

It shall be the duty of any Animal Control Officer to take and impound any animal declared to be a nuisance or in violation of any of the provisions of this chapter.

Sec. 6-1-3. – Running at Large Prohibited. REPEALED.

Sec. 6-1-4. – Destruction of Property Prohibited. REPEALED.

Sec. 6-1-5. – Trespassing Prohibited. REPEALED.

Sec. 6-1-6. - Possession of animals restricted

It is unlawful and is declared a nuisance for any person to keep, own, possess or have under his control any poultry within the city limits, with the exception of commercial poultry hatcheries as otherwise allowed by law, or to keep within the platted portion of the city any swine, poultry, rabbits, cows or horses.

(Code 1979, § 13-01-05; Code 1994, § 16-01-05; Ord. No. 664, § 1, 1983)

Sec. 6-1-7. - Cruelty to animals prohibited.

It is unlawful for any person to overwork, torture, cruelly beat, mutilate or needlessly kill, or carry or transport in any vehicle or conveyance in a cruel and inhumane manner, any dog, cat or other animal or cause these acts to be done.

(Code 1979, § 13-01-06; Code 1994, § 16-01-06; Ord. No. 664, § 1, 1983)

Sec. 6-1-8. - Cruel abandonment prohibited.

It is unlawful for any person to abandon any dog, cat or other animal or cause such act to be done.

(Code 1979, § 13-01-07; Code 1994, § 16-01-07; Ord. No. 664, § 1, 1983)

State Law reference— Cruelty to animals, N.D.C.C. § 36-21.2-03.

Sec. 6-1-9. - Food and shelter.

No person shall fail to provide any dog, cat or other animal in his charge or custody with necessary maintenance, drink and protection from the elements or cause any of these acts to be done.

(Code 1979, § 13-01-08; Code 1994, § 16-01-08; Ord. No. 664, § 1, 1983)

Sec. 6-1-10. - Fight upon exhibition.

It is unlawful for any person to maintain any place where fowls, dogs or other animals are suffered to fight upon exhibition or for sport upon any wager.

(Code 1979, § 13-01-09; Code 1994, § 16-01-09; Ord. No. 664, § 1, 1983)

Sec. 6-1-11. - Poisoning of dogs or cats prohibited.

It is unlawful for any person to poison any dog or cat or distribute poison in any manner whatsoever for the intent, or for the purpose, of poisoning any dog or cat.

(Code 1979, § 13-01-10; Code 1994, § 16-01-10; Ord. No. 664, § 1, 1983)

Sec. 6-1-12. - Killing birds.

It is unlawful for any person to willfully frighten, shoot at, wound, kill, capture, ensnare, net, trap or in any manner molest or injure any robin, lark, whippoorwill, finch, sparrow, thrush, wren, martin, swallow, snowbird, bobolink, red-winged blackbird, oriole, kingbird, mockingbird, song sparrow, or other songbird or insectivorous bird, or in any manner to molest or injure the nest eggs or young of any such bird, or to have in possession the nest eggs, young or body of such bird. (Code 1979, § 13-01-111; Code 1994, § 16-01-11; Ord. No. 664, § 1, 1983)

ARTICLE 2. – DOGS AND CATS

Sec. 6-2-1. – Restricted Activities.

It is unlawful and is declared a nuisance for any person to allow any dog or cat owned by him or under his control for that animal to by loud and frequent yelping, barking or howling, to annoy any reasonable person.

- (a) Damages or defecates on private property other than private property owned or occupied by the animal's owner, or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the person in charge of the dog or cat;
- (b) Causes a disturbance by loud and frequent yelping, barking, howling, or yowling to annoy any reasonable person.
- (c) Chases vehicles, or molests, threatens, or interferes with persons or other animals while the latter are on public property, irrespective of whether the dog or cat is on private or public property.

Sec. 6-2-2. - Restraint, Running at Large Prohibited; Dogs to be Leashed Required.

It is unlawful and is declared a nuisance for any person to permit or allow any dog of which he is the owner or keeper to run at large within the city, or for the dog to be free of restraint except within the dog park. Any person who violates this section is guilty of an infraction.

- (a) A dog shall be considered under restraint if it is (a) within the real property limits of its owner and securely confined thereon by a physical fence; or (b) secured by a tether which does not allow the dog to reach within the property of another person, a public walkway or a road (c) secured by a leash or lead no more than 6 feet in length being held by a person capable of controlling that dog. A dog that frees itself from its owner's real property limits, from a leash, tether or lead, or a dog that is in a vehicle in a manner that would not prevent escape or contact with other persons or animals shall be considered as not being under restraint.

- (b) A dog shall be deemed running at large when off or away from the premises of the owner, possessor, keeper, or member of his immediate family and not under control, either by leash, cord or chain of not more than ~~12~~ 6 feet in length.
- (c) Any dog conveyed in an open compartment of any vehicle must be controlled either by being confined in a kennel or by a leash, cord or chain of a length which prevents the animal from reaching the walls or edge of the open compartment. ~~Dogs conveyed within the passenger compartment of any vehicle need not be controlled.~~
- (d) Enforcement of this section may be by citation issued by the City Animal Control Officer carrying a fine of \$20.00.
- (e) Any person cited for a violation of this section shall be deemed to be charged with a noncriminal offense and may utilize the same procedures for appearance, payment of statutory fee, posting and forfeiture of bond, waiver of hearing, or hearing as is provided for noncriminal traffic offenses pursuant to the provisions of Chapter 24 of the Mandan Municipal Code. Any person failing to appear at the time designated, after signing a promise to appear, without paying the statutory fee or posting and forfeiting bond is guilty of a Class B misdemeanor. Failure to appear without just cause at the hearing must also be deemed an admission of commission of the violation charged.

Sec. 6-2-3. - Destruction of property prohibited.

It is unlawful for any person to allow any dog or cat owned by him or under his control to destroy any property that is not the property of the owner or keeper. Any person who violates this section shall be guilty of an infraction.

(Code 1979, § 13-02-09; Code 1994, § 16-03-03; Ord. No. 664, § 1, 1983)

Sec. 6-2-4. - Trespassing prohibited

It is unlawful and is declared a nuisance for any person to allow or permit any cat owned by him or under his control to trespass upon the private property of any other person within the limits of the city. ~~Any person who violates this section shall be guilty of an infraction.~~

- (a) Enforcement of this section may be by citation issued by the City Animal Control Officer carrying a fine of \$20.00.
- (b) Any person cited for a violation of this section shall be deemed to be charged with a noncriminal offense and may utilize the same procedures for appearance, payment of statutory fee, posting and forfeiture of bond, waiver of hearing, or hearing as is provided for noncriminal traffic offenses pursuant to the provisions of Chapter 24 of the Mandan Municipal Code. Any person failing to appear at the time designated, after signing a promise to appear, without paying the statutory fee or posting and forfeiting bond is guilty of a Class B misdemeanor. Failure to

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

(Code 1979, § 13-02-10; Code 1994, § 16-03-04; Ord. No. 664, § 1, 1983)

Sec. 6-2-5. - Vicious dogs.

- (a) No person shall own, keep, possess or harbor a vicious dog within the city. ~~For the purposes of this section, the term "vicious dog" is defined and declared to be a dog that, without provocation, bites or attacks human beings or other animals, either on public or private property, or, in a vicious or terrorizing manner, approaches any person in apparent attitude of attack upon a street, sidewalk, or any public ground or place.~~
- (b) Whenever a complaint under oath is made to the effect that any person is in violation of this section, the municipal judge shall set a time and place for the hearing of such complaint, notice of which shall be given the owner or possessor of such dog not less than 24 hours before such hearing, in writing, served in the same manner as a summons. Should the municipal judge determine at the time of the filing of such complaint that such dog is dangerous to the public, he may require the ~~poundmaster~~ animal control officer to immediately ~~take up and~~ impound such dog pending the hearing on the complaint. At the time of the hearing of such complaint, all interested persons shall be entitled to testify.
- (c) In the event that any person is found to be in violation of this section, the municipal judge shall issue an order requiring said owner or possessor of such vicious dog to either ~~destroy~~ euthanize or remove the dog permanently from the city within 24 hours. In the event such dog is not ~~destroyed~~ euthanized or removed within such time, the ~~poundmaster~~ animal control officer of the city shall be authorized to ~~take up and~~ immediately impound and ~~destroy~~ euthanize such dog, ~~for which he shall be paid by the owner the fee provided for killing dogs not licensed.~~ The owner of a vicious dog shall be liable for and shall pay all costs associated with impoundment, removal, euthanasia or other associated costs incurred.
- (d) Should a dog which has been impounded pending the hearing on said complaint be ordered ~~destroyed~~ euthanized or removed from the city subsequent to said hearing, the owner or possessor of such dog wishing to remove it from the city shall, within 24 hours after the issuance of such order, pay ~~the poundmaster the regular pound fees for taking up and keeping such dog,~~ all costs associated with impoundment and shall thereupon immediately remove said dog from the city. Any dog which shall be removed from the city under the provisions of this article and thereafter be brought back into the city, shall immediately be ~~taken up~~

~~by the poundmaster and destroyed.~~ impounded by the animal control officer and euthanized.

- (e) Should the municipal judge determine that the owner or possessor of an alleged vicious dog is not in violation of this section, said dog shall be returned to the owner or possessor by the animal control officer immediately and the fees for impounding and keeping said dog shall be paid by the city.
- (f) Any dog taken and impounded under the provisions of this article because of having bitten any person shall be ~~held in the pound~~ impounded for ten days before the final disposition is made of such dog under the provisions of this article. In the event a vicious dog cannot be taken up and caught by the ~~poundmaster or any police officer~~ animal control officer without such ~~poundmaster or police officer~~ animal control officer exposing himself to danger or personal injury from such dog, or without exposing other persons to danger or personal injury from such dog, it shall be lawful for ~~the poundmaster or any police officer~~ to forthwith destroy such dog.

(Code 1979, § 13-02-11; Code 1994, § 16-03-05; Ord. No. 664, § 1, 1983)

Sec. 6-2-6. - Number of dogs and cats restricted.

No person shall keep or maintain more than three dogs and three cats, six months of age or older, on any premises lying within the platted portions of the city or within 200 yards of any platted portion of the city.

(Code 1979, § 13-02-12; Code 1994, § 16-03-06; Ord. No. 664, § 1, 1983)

Sec. 6-2-7. – License Required.

It is unlawful for any person within the city to keep, maintain or have in his custody or under his control any dog or cat over the age of six months which is not ~~licensed or inoculated against rabies.~~ identified at all times by a microchip or tag that states, at a minimum, the name and address and phone number of the owner. Dogs and cats must be inoculated against rabies. A license issued under this article is valid for the duration of the rabies vaccination under which it is obtained and shall expire on the date when the last rabies vaccination of the dog or cat expires. The license must be renewed for so long as the cat or dog is kept within the city by payment of the fee established in this article.

- (a) Enforcement of this section may be by citation issued by the City Animal Control Officer carrying a fine of \$20.00.
- (b) Any person cited for a violation of this section shall be deemed to be charged with a noncriminal offense and may utilize the same procedures for appearance, payment of statutory fee, posting and forfeiture of bond, waiver of hearing, or hearing as is provided for noncriminal traffic offenses pursuant to the provisions of Chapter 24 of the Mandan Municipal Code. Any person failing to appear at the

time designated, after signing a promise to appear, without paying the statutory fee or posting and forfeiting bond is guilty of a Class B misdemeanor. Failure to appear without just cause at the hearing must also be deemed an admission of commission of the violation charged.

Sec. 6-2-8. - Rabies vaccination prerequisite.

No dog or cat license shall be issued under the provisions of this article unless the applicant or owner produces a certificate of vaccination from a duly licensed veterinarian showing that the dog or cat for which the license is desired has been vaccinated against rabies. A license issued under this article may not exceed the duration of the rabies vaccination. An owner or caretaker shall have his dog or cat vaccinated by a duly licensed veterinarian, who shall issue him a metal shield or tag having in figures the year for which the shield or tag is issued, which shall immediately be affixed to and kept upon such animal for which it shall have been issued.

- (a) Enforcement of this section may be by citation issued by the City Animal Control Officer carrying a fine of \$20.00.
- (b) Any person cited for a violation of this section shall be deemed to be charged with A noncriminal offense and may utilize the same procedures for appearance, payment of statutory fee, posting and forfeiture of bond, waiver of hearing, or hearing as is provided for noncriminal traffic offenses pursuant to the provisions of Chapter 24 of the Mandan Municipal Code. Any person failing to appear at the time designated, after signing a promise to appear, without paying the statutory fee or posting and forfeiting bond is guilty of a Class B misdemeanor. Failure to appear without just cause at the hearing must also be deemed an admission of commission of the violation charged.

(Code 1979, § 13-02-02; Code 1994, § 16-02-02; Ord. No. 664, § 1, 1983; Ord. No. 903, § 1, 9-21-1999)

State Law reference— Rabies control, N.D.C.C. ch. 23-36.

Sec. 6-2-9. - License fee.

Every owner or keeper of a dog or cat shall pay therefore to the city for the use of the city, for each dog and cat, a fee in such amount as may be established from time to time by resolution of the board of city commissioners.

(Code 1979, § 13-02-03; Code 1994, § 16-02-03; Ord. No. 664, § 1, 1983)

Sec. 6-2-10. – Issuance of Tags.

It shall be the duty of the Animal Control Officer, at the time of the issuance of a license under this article, to furnish and deliver to the applicant for such license a tag for each dog and cat for which such license is issued, upon which tag shall be stamped or engraved the number of said license.

Sec. 6-2-11. – Tag Attachment.

It shall be the duty of the owner of the dog or cat licensed under this article to place around the neck of such animal a collar or on a harness, on which shall be securely fastened the tag furnished by the Animal Control officer.

- (a) Enforcement of this section may be by citation issued by the City Animal Control Officer carrying a fine of \$20.00.
- (b) Any person cited for a violation of this section shall be deemed to be charged with a noncriminal offense and may utilize the same procedures for appearance, payment of statutory fee, posting and forfeiture of bond, waiver of hearing, or hearing as is provided for noncriminal traffic offenses pursuant to the provisions of Chapter 24 of the Mandan Municipal Code. Any person failing to appear at the time designated, after signing a promise to appear, without paying the statutory fee or posting and forfeiting bond is guilty of a Class B misdemeanor. Failure to appear without just cause at the hearing must also be deemed an admission of commission of the violation charged.

Sec. 6-2-12. – Transfer

No tag shall be transferable from one dog or cat to another.

Sec. 6-2-13. - Waste.

(a) Pet waste that is on the pet owner's property must not be allowed to accumulate to the extent that odors generated from the waste migrate off the property. Pet waste shall not be allowed to remain in an unenclosed front yard where it can be encountered by delivery workers or neighborhood residents. The code enforcement officer or any other authorized agent of the city may issue a citation to a pet owner who fails to clean up pet waste on the pet owner's property after being notified by the city that a complaint has been received regarding the pet waste.

(b) Waste from dogs, cats and other pets that is deposited beyond the boundaries of the pet owner's property must be immediately removed. The code enforcement officer or any other authorized agent of the city may issue a citation to a pet owner who fails to immediately clean up after a pet when the pet deposits solid waste on public property or private property not owned, rented, leased or managed by the pet owner.

(c) ~~Citations issued for~~ Violations of this section are infractions.
(Ord. No. 1228, 1-5-2016)

Sec. 6-3-11. Conflicting Ordinances.

All other ordinances of the City of Mandan that conflict with this Ordinance are hereby repealed to the extent of such conflict.

Sec. 6-3-12. Severability.

The provisions of this Ordinance are declared to be severable. If any section, sentence, clause, or phrase of the Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect; it being the legislative intent that this Ordinance shall remain in effect notwithstanding the validity of any part.

By: _____

Tim Helbling, President,
Board of City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: February 19, 2019

Second Consideration and Final Passage: March 5, 2019

Publication: _____