



AGENDA
MANDAN CITY COMMISSION
JULY 7, 2020
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

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

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Streaming LIVE at: tinyURL.com/FreeTV-602
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City of Mandan is encouraging citizens to provide their comments for agenda items via email to info@cityofmandan.com

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

A. ROLL CALL:

1. Roll call of all City Commissioners
2. Recognition of "If I Were Mayor" Essay Contest Winner Scarlett Chorne

B. APPROVAL OF AGENDA:

C. MINUTES:

1. Consider approval of the minutes of the Board of City Commission meeting minutes:
 - i. June 16, 2020
 - ii. June 23, 2020

D. PUBLIC HEARING:

E. BIDS:

F. CONSENT AGENDA:

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1. Consider for approval the annual liquor licenses for September 1, 2020 to June 30, 2021:
 - i. Class A – Styker Enterprises
 - ii. Class A – Lonesome Dove
 - iii. Class A – Midway Lanes
 - iv. Class D - Walmart
2. Consider approval for abatement applications:
 - i. Steven Rudolph 2018 Abatement Application
 - ii. Steven Rudolph 2019 Abatement Application
 - iii. Steven Rudolph 2020 Abatement Application
3. Consider approval of minor plat for Replat of Lots 8 & 9 Block 1 Heart Ridge Addition
4. Consider approval of minor plat for Andy's Addition
5. Consider approval of a Special Event Permit for the Mandan Moose Lodge Tractor Trek/1st Responder fundraiser on July 18, 2020

G. OLD BUSINESS:

1. Consider entering into a purchase agreement for the sale of Lot 30A, Roughriders Estates Pioneer Replat

H. NEW BUSINESS:

1. Consider Growth Fund Committee recommendations:
 - i. Funding for two additional Mandan Progress Organization business gift card promotions
 - ii. Creation of a Mandan Strong business forgivable loan for innovation, adaptability and diversification
2. Presentation by Waste Management regarding Recycling Contract
3. Consider approval of City funding requests from the Mandan Progress Organization
4. Consider Approval of an Application for Property Tax Exemption for Improvements for Steven Rudolph at 209 6th Avenue NE
5. Consider entering into a purchase agreement for the sale of Lot 8A, Roughriders Estates Pioneer Replat
6. Consider entering into a Lease Agreement with Marathon Petroleum for a Raw Water Intake
7. Introduction of Engineering Intern, Kaylin Tomac
8. Discussion relating to fireworks
9. Consider appointment of Amy Oster as City Attorney

I. RESOLUTIONS AND ORDINANCES:

1. Second consideration of Ordinance No. 1342 to Amend and Re-enact Section 111-2-9 (c) and (g) of the Mandan Code of Ordinances Relating to Electric Handicap Accessible Doors
2. Second consideration of Ordinance No.1343 to Amend and Re-enact Section 115-4-7(a) of the Mandan Code of Ordinances Relating to Removal of Trees and Shrubs

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3. First consideration of Ordinance No. 1344 to Amend and Re-enact Section 20-1-9 of the Mandan Code of Ordinances Relating to Discrimination Prohibited in Employment
- J. OTHER BUSINESS:
- K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. July 21, 2020
 2. August 4, 2020
 3. August 18, 2020
- L. ADJOURN



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 25, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: City Administrator, Jim Neubauer
PRESENTER: Mayor Tim Helbling
SUBJECT: "If I Were Mayor" Essay Contest Winner

STATEMENT/PURPOSE: To recognize the winner of the local "If I Were Mayor" essay contest.

BACKGROUND/ALTERNATIVES: In February and March, the North Dakota League of Cities (NDLC) held an "If I Were Mayor" Essay Contest for third and seventh grade students across the state. The City of Mandan selected a contest winner from the local submissions to the contest. The author of the winning essay, Scarlett Chorne, is being presented with a certificate, City of Mandan t-shirt and \$50 in Mandan Bucks provided by the Mandan Progress Organization.

A total of 34 essays were submitted by Mandan third-grade students. Mayor Tim Helbling read the essays and selected the winning essay. Scarlett Chorne was a third grade student in Mr. Streifel's class at Red Trail Elementary School.

Essays focused on what makes Mandan great and ways to improve the community. Many students listed the schools, community events, the people and outdoor recreation options as their favorite things about Mandan. No local seventh-grade essays were submitted.

ATTACHMENTS: Scarlett's essay

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION: N/A

If I were
president I would
make the world a
better place by being
greatful for what
we have ~~and~~ and
doing the right
thing and right thing
to do is

701 / 774-8989
FAX: 701/774-0125
P.O. BOX 2436
WILLISTON, ND 58802



701 / 227-3737
FAX: 701/227-3000
P.O. BOX 506
DICKINSON, ND 58602

FISHING AND RENTAL TOOLS

Scarlett Chorne's essay submission: (continues on following 2 pages)

don't judge people
by their looks
and color
what I want
by being grateful
is do the right
thing even when
~~there~~ no one is
watching.

701 / 774-8989
FAX: 701/774-0125
P.O. BOX 2436



701 / 227-3737
FAX: 701/227-3000
P.O. BOX 506

Red trail Mr. Strickland

Home End

go to school

and I have

one last thing

701 / 774-8989
 FAX: 701/774-0125
 P.O. BOX 2436
 WASHINGTON, ND 58002

WellPro
 INCORPORATED

701 / 227-3737
 FAX: 701/227-3000
 P.O. BOX 506

The Mandan City Commission met in regular session at 5:30 p.m. on June 16, 2020 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

1. *Roll Call of All City Commissioners.* Present were Mayor Helbling and Commissioners Braun (joined at 5:55 p.m.), Davis, Rohr and Larson. Department Heads present were Planning & Engineering Director Froseth, Business Development and Communications Director Huber, Principal Planner Van Dyke, City Administrator Neubauer, Director of Public Works Director Bitz, Kari Moore, Administration and Assistant City Attorney Oster. Absent: Finance Director Welch, Attorney Brown.

B. APPROVAL OF AGENDA:

C. MINUTES:

1. *Consider approval of the minutes from the June 2, 2020 Board of City Commission regular meeting minutes.* Commissioner Larson moved to approve the minutes as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Absent; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

E. BIDS:

1. *Consider approval of low bids for the 2020 Mandan Generators project.*

Planning and Engineering Director Froseth presented a request to award the contract to the low bidder of the Mandan 2020 Generators project. AE2S is the engineering firm assisting with both bid projects. Laith Heinz, project manager and is available to answer questions. He said this first project has to do with the 2020 Mandan Generator project. Last year the City accepted a FEMA grant to purchase and install two emergency generators. The two generators will be located at (1) The Sunset booster station that is part of the water distribution system and is located off of Old Red Trail and (2) Backup power for the 40th Avenue Sanitary Lift Station which is part of the sanitary sewer collection system and is located off of 40th Avenue SE in the southeast part of the City in the Lakewood area. The generators are both diesel. Director Froseth said that the locations were identified as critical infrastructure and the generators will make these facilities more dependable and reliable. The bid opening was held on June 11, 2020 and there were six bidders that submitted bids. The low bid came from Fetzer electric in the amount of \$199,900 which is about 41% under the estimate of \$341,500. The FEMA grant share is 75% of total project costs with the City’s share being 25%. The previous estimate indicated that the City’s share would be about \$120K but with the positive bid results, the estimated local share is now closer to \$80K. Director Froseth recommended awarding the project to the low bidder, Fetzer Electric, LLC in the amount provided.

Commissioner Rohr moved to approve awarding the project to the low bidder, Fetzer Electric,

LLC in the amount of \$199,900. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Absent; Commissioner Larson: Yes; Commissioner Braun: Absent; Mayor Helbling: Yes. The motion passed.

2. *Presentation of received bids for Raw Water Intake project.*

Planning and Engineering Director Froseth presented the bid opening results for the Raw Water Intake project. He reported that high bids for the Raw Water Intake project were received in October 2019. AE2S worked on value engineering tasks to lower the cost of the project from what was reflected at that time. Those tasks were completed and the engineering office moved forward to opening bids for Phase 1A on May 19, 2020, while the bids for Phases 1B (pumphouse) and Phase II (piping to the plant) were opened on June 3, 2020. The full results were provided to the Commission. The bids came in overestimated and Director Froseth stated that AE2S and City Staff were prepared to request the State Water Commission (SWC) to continue their commitment to this project at the 60% match. During the June 9, 2020 SWC meeting, the SWC decided not to act on any new project funding requests or requests to raise the amounts to any particular project state-wide given budgetary concerns of theirs. The construction bids received totaled \$29.7M. The SWC continued their commitment to this project. With the bids that came in, the new projected total project estimate is about \$36.6M. That compares to an estimate of \$30.0M in April, after final design, but before the City advertised for bids. More significantly is that it compares to an estimate of \$20.8M from early 2019, which is the estimate that the SWC’s cost share commitment was based on.

Director Froseth stated that no action is being request by the Commission. The SWC is working under uncertain funding with the funds they have or will have available for all state projects. At the June 9, 2020 meeting they did not take any action on any of the funding requests that came in but instead will be working on a clear picture of funding situation with plans to decide on funding requests at their meeting scheduled for July 16, 2020. The City of Mandan’s bid specifications allow the City to hold these bids into August, therefore the City can wait for the decisions that come out of the SWC July 16, 2020 meeting before acting. The plan is to bring this item back for a decision at the July 21, 2020 City Commission meeting.

Director Froseth recommended this matter be discussed after the July 16, 2020 SWC meeting takes place and after that the Engineering Department will bring a recommendation to the July 21, 2020 City Commission meeting.

Mayor Helbling stated that this project involves the refinery and that makes it more difficult when working on someone else’s land. The recommendation is to wait until the SWC meets on July 16, 2020 to determine funding situations for all parties involved. He does not believe this delay is meant to mislead anyone rather the status of what’s happening in the market place today was not anticipated by anyone.

F. CONSENT AGENDA

1. *Consider approval of monthly bills.*

ABUSED ADULT RESOURCE CE	19,125.04
ARMSTRONG SANIT & ROLL O	55,819.62
BALABAN LAW OFFICE	1,750.00

BENZ/L JON	18.00
DAKOTA COMMUNICATION SVC	7,039.00
DAKOTA MEDIA ACCESS	11,730.00
DEARBORN LIFE INSURANCE	2,474.82
FETZER ELECTRIC, LLC	1,761.00
FIRESIDE OFFICE PRODUCTS	322.50
GLASS/THOMAS J.	1,750.00
KELSCH KELSCH RUFF & KRA	5,000.00
MANDAN PARK BOARD	500.00
MISSOURI RIVER CONTRACTI	58,180.37
MY GOV, LLC	960.00
ND POST BOARD	25.00
ONE CALL CONCEPT INC	124.90
PROOF ARTISAN DISTILLERS	247.50
SCHLOSSER EXCAVATING INC	3,686.50
TITAN DATA SERVICES	2,925.00
ND SECRETARY OF STATE	36.00
WELLS FARGO COMMERCIAL C	199,234.38
ADVANCED MECHANICAL INC	11,497.50
BACKDRAFT OPCO, LLC	2,276.00
BEK COMMUNICATION COOPER	2,797.42
BIS-MDN TRANSIT BOARD	2,166.45
BROOKE/PATRICK	50.00
BURLEIGH COUNTY	99,704.05
CAPITAL CITY CONSTRUCTIO	136,161.00
CENEX- FUOC BISMARCK-MAN	3,197.30
CENTURYLINK	445.52
CHI ST. ALEXIUS HEALTH E	892.13
COMPANION LIFE	10.00
CORE & MAIN	2,500.00
CROWLEY FLECK PLLP	6,000.00
CUSTER DISTRICT HEALTH U	1,139.00
DENNY'S ELECTRIC & MOTOR	25.00
EMS EDUCATORS	79.00
GULLICKSON/DARYN	532.32
INFORMATION TECHNOLOGY D	1,133.55
KRONOS SAASHR, INC	2,100.47
MANDAN AIRPORT AUTHORITY	4,331.18
MANDAN MUNICIPAL COURT	6,871.79
MISSOURI WEST WATER SYST	46.61
MORTON COUNTY RECORDER	65.00
MORTON MANDAN PUBLIC LIB	24,204.40

NISC	10,529.04
MONTANA-DAKOTA UTILITIES	22,790.49
ALBRECHT/KENNETH	10.50
ARMSTRONG SANIT & ROLL O	42,610.62
BANK OF NORTH DAKOTA	179,047.44
BENZ/L JON	25.00
BIS-MAN CONVTN & VISITOR	7,023.08
BISMARCK POLICE DEPARTME	2,201.62
BURLEIGH COUNTY SHERIFF	682.16
BURLEIGH-MORTON DETENTIO	3,333.00
DIRECTMED	20.89
FETZER ELECTRIC, LLC	15,835.69
HP INC.	17,365.28
HUB INTERNATIONAL OF ND	53.00
MANDAN PARK BOARD	130,601.57
MORTON COUNTY	3,795.00
ND HEALTH DEPT MICRO DIV	400.00
ND STATE RADIO COMMUNICA	780.00
ND STATE TAX COMMISSIONE	423.90
OLSON TRUST	30,000.00
REISENAUER\CAROLYN	25.00
TEKIPPE\TRAVIS	10.50
VANGUARD APPRAISALS, INC	150.00
CENTURYLINK	2,091.23
MONTANA-DAKOTA UTILITIES	30,163.52
ARMSTRONG SANIT & ROLL O	93,764.29
BALABAN LAW OFFICE	1,750.00
BRADY, MARTZ & ASSOCIATE	1,135.75
DAKOTA MEDIA ACCESS	11,730.00
DEARBORN LIFE INSURANCE	2,441.91
GLASS/THOMAS J.	1,750.00
GUARDIAN LOCK & SAFE	611.50
HDR ENGINEERING, INC	7,907.75
INFORMATION TECHNOLOGY D	997.05
KELSCH KELSCH RUFF & KRA	5,000.00
KINETIC LEASING, INC	86,924.00
MANDAN AIRPORT AUTHORITY	5,600.00
MANDAN PARK BOARD	1,000.00
MISSOURI VALLEY PETROLEU	7,506.00
MOORE ENGINEERING, INC	107,676.48
MORTON MANDAN PUBLIC LIB	10,650.00
ND DEPT OF ENVIRON QUALI	1,024.86

ND DEPT OF TRANSPORTATIO	73,325.90
PARKSON CORPORATION	22,092.93
ABUSED ADULT RESOURCE CE	21,146.22
ADVANCED ENGINEERING SVC	2,973.55
ADVANCED MECHANICAL INC	30,150.00
ARMSTRONG SANIT & ROLL O	195.00
BEAVER CREEK TREE SERVIC	425.00
BIS-MDN TRANSIT BOARD	736.34
BISMARCK MANDAN CHAMBER	28,750.00
BURLEIGH COUNTY SHERIFF	1,136.95
BURLEIGH-MORTON DETENTIO	1,056.00
CAPITAL CITY CONSTRUCTIO	208,708.00
CIP CONSTRUCTION TECH. I	23,929.00
COMPANION LIFE	10.00
CROWLEY FLECK PLLP	6,000.00
CUSTER DISTRICT HEALTH U	1,139.00
DAKOTA CHILDREN'S ADVOCA	3,585.56
ELECTRIC PUMP INC	1,089.62
FETZER ELECTRIC, LLC	6,395.85
HP INC.	6,275.16
HUB INTERNATIONAL OF ND	263.00
INFORMATION TECHNOLOGY D	1,946.35
JOHNSON CONTROLS FIRE PR	747.84
KRONOS SAASHR, INC	2,118.73
LAW ENFORCEMENT TRAINING	460.00
MANDAN AIRPORT AUTHORITY	1,471.66
MANDAN MUNICIPAL COURT	3,083.77
MISSOURI RIVER CONTRACTI	206,780.89
MORTON COUNTY AUDITOR	3,788.35
MORTON COUNTY RECORDER	263.00
MORTON MANDAN PUBLIC LIB	20,271.13
MY GOV, LLC	960.00
ONE CALL CONCEPT INC	409.95
SANFORD BISMARCK	8,404.00
TITAN DATA SERVICES	2,925.00
WESTERN EDGE ELECTRIC IN	656.00
ADVANCED ENGINEERING SVC	53,274.50
ARMSTRONG SANIT & ROLL O	37,981.49
BEK COMMUNICATION COOPER	2,857.55
BOB'S CUSTOM SERVICES	270.00
BRAUN INTERTEC ENGINEERI	11,162.75
CENTURYLINK	442.77

CORE & MAIN	4,152.44
ELECTRIC PUMP INC	1,356.53
GRAYMONT (WI) LLC	12,583.70
HDR ENGINEERING, INC	7,373.59
HIMMELSPACH/MARY	154.18
HP INC.	13,871.45
KADRMAS, LEE & JACKSON,	28,223.19
KEY'S CRANE SERVICE	180.00
MANDAN PROGRESS ORGANIZA	250.00
MARKS HEATING & COOLING	5,300.00
MISSOURI WEST WATER SYST	47.96
MORTON COUNTY AUDITOR	1,298.61
MUNICIPAL CODE CORPORATI	961.00
ND HEALTH DEPT MICRO DIV	400.00
ND STATE TAX COMMISSIONE	33.62
NISC	10,320.43
MONTANA-DAKOTA UTILITIES	18,959.78
BANK OF NORTH DAKOTA	162,327.69
BIS-MAN CONVTN & VISITOR	2,480.07
BISMARCK POLICE DEPARTME	8,500.00
BURLEIGH COUNTY	2,240.40
DAKOTA COMMUNICATION SVC	1,294.95
DUO SAFETY LADDER CORP	38.10
HUB INTERNATIONAL OF ND	342.00
KADRMAS, LEE & JACKSON,	662.54
MANDAN MUNICIPAL COURT	248.97
MANDAN PARK BOARD	3,500.00
ND DEPT OF ENVIRON QUALI	18.54
PRAETORIAN DIGITAL	2,730.00
SECURITY FIRST AGENCY OF	2,290.00
SURE SHRED	28.20
T & R CONTRACTING, INC	10,000.00
MONTANA-DAKOTA UTILITIES	24,874.92
MERCHANTS BANK EQUIPMENT	44,585.70
ARMSTRONG SANIT & ROLL O	55,930.54
BALABAN LAW OFFICE	1,750.00
BANK OF NORTH DAKOTA TRU	5,450.82
BENZINGER/KELLY	31.60
BIEBER/MARTINA	150.00
CAPITAL CITY CONSTRUCTIO	315,675.00
DAKOTA MEDIA ACCESS	11,730.00
DEARBORN LIFE INSURANCE	2,425.76

ELECTRIC PUMP INC	3,063.17
FETZER ELECTRIC, LLC	720.00
FOUR SQUARE CONCRETE LLC	5,963.02
GLASS/THOMAS J.	1,750.00
GOV OFFICE LLC	4,140.00
INFORMATION TECHNOLOGY D	1,003.46
KELSCH KELSCH RUFF & KRA	5,000.00
KOPP/CHARLIE	3,000.00
LILJA/SOMMER	67.88
MANDAN MUNICIPAL COURT	1,775.00
MANDAN PROGRESS ORGANIZA	2,502.28
MISSOURI RIVER CONTRACTI	45,399.35
MY GOV, LLC	960.00
ONE CALL CONCEPT INC	561.90
PK HOLDINGS LLC	60,000.00
TITAN DATA SERVICES	2,925.00
WINKLER/JOEL	129.25
SCHAFF/ALVIN	34,000.00
WELLS FARGO COMMERCIAL C	173,131.17
ADVANCED ENGINEERING SVC	660.25
ADVANCED MECHANICAL INC	684.00
AGUIRRE/LORENA	108.99
AQUA-PURE INC.	24,337.50
ARMSTRONG SANIT & ROLL O	3,345.00
AYRES ASSOCIATES	1,764.00
BEK COMMUNICATION COOPER	2,876.96
BIS-MDN TRANSIT BOARD	1,108.86
CENTURYLINK	442.69
COMPANION LIFE	10.00
CROWLEY FLECK PLLP	6,000.00
CUSTER DISTRICT HEALTH U	1,139.00
DIETZ/LARRY	50.00
DLT SOLUTIONS INC	1,118.96
FOUR SQUARE CONCRETE LLC	1,204.25
GARRISON/KIM	51.99
KADRMAS, LEE & JACKSON,	1,853.23
KOPP/TOM	24.94
KRAL/DALTON	500.00
KRONOS SAASHR, INC	2,108.38
MANDAN AIRPORT AUTHORITY	2,215.51
MARINER CONSTRUCTION	414,122.43
MAROHL/CHUCK	50.00

MISSOURI RIVER CONTRACTI	59,561.86
MISSOURI VALLEY PETROLEU	8,604.14
MISSOURI WEST WATER SYST	48.00
MODERN MACHINE WORKS INC	300.00
MOORE ENGINEERING, INC	46,217.70
MORTON MANDAN PUBLIC LIB	21,300.97
ND DEPT OF ENVIRON QUALI	35.00
ND DEPT OF TRANSPORTATIO	13,808.35
ND HEALTH DEPT MICRO DIV	400.00
NISC	10,958.44
PIPE DETECTIVES	20,869.45
RAILROAD MANAGEMENT CO I	652.38
RIEHL/RIEHL	50.00
SOUTHWEST AG, INC	475.00
VANGUARD APPRAISALS, INC	150.00
WALD/AL	100.00
ZIEGLER/RICHARD	34.99
NDPERS	161,679.41
CUNA	15,313.04
CUNA	14,984.10
NDPERS	19,393.90

2. Consider for approval the annual site authorization for American Legion Mandan Post 40 at Black Lions from July 1, 2020 – June 30, 2021.

3. Consider renewing the mutual aid agreement between Mandan Fire Department and Bismarck Fire Department.

4. Consider payment of bills for Morton Mandan Public Library / Downtown Parks Project.

5. Consider for approval the annual liquor licenses for September 1, 2020 to June 30, 2021.

6. Consider for approval the annual site authorization for Prairie Public Broadcasting at The Strawberry Bar & Grill from July 1, 2020 – June 30, 2021.

7. Consider for approval the annual site authorizations for Mandan Hockey Club for July 1, 2020 – June 30, 2021. (i) Blackstone Tavern; (ii) Old Ten Bar & Grill; (iii) Old Town Tavern; (iv) Vicky's Sports Bar.

8. Consider for approval the Abstract of Votes cast by the Voters of City Mandan in the Consolidated Primary Election held the 9th day of June A.D. 2020.

9. Consider the amendment to the site authorization for ABATE at the HideAway from July 1, 2020 – June 30, 2021.

10. Consider the amendment to the term of Bernie Parkhurst to Bismarck Mandan Mayors Committee for People with Disabilities.

11. Consider approval of the Special Event Permit Application for the Mandan Market for July 3 & 4, 2020.

12. Consider approval of the Special Event Permit Application for Stage Stop July 4th Celebration on July 3, 2020. Mayor Helbling commented that he has ownership with the Stage Stop properties, however, this event would not present a conflict of interest.

13. *Consider approval of the Special Event Permit Application for the Silver Dollar beer garden and street dance for July 3 & 4, 2020.*

Commissioner Rohr moved to approve the Consent Agenda items 1 through 13 as presented. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS:

1. *Consider revision to counter offer terms for Lots 9-12, Block 3, Heartview Addition.*

City Planner Van Dyke presented this item for discussion with a possible adjustment of counter offer for Lots 9-12, Block 3, Heartview Addition. This matter was discussed at the last meeting and involves four lots along the river and slough-off at the property line. The list price is \$10,000 for each lot (\$40,000 total) and there is an original offer of \$5,000. The terms of the counter offer for subject property were as follows:

- Purchase price of \$11,800
- Buyer to pay all closing costs
- City does not warrant water, sewer, and other utilities are available to the property.

Planner Van Dyke said that the Buyer is amenable to the changes except for the adjustment in purchase price. If the Commission will entertain keeping the purchase price at \$5,000 then Darren Schmidt, Oaktree Realtors will draw up the offer for signatures by all parties. Planner Van Dyke provided the information from the May 19, 2020 City Commission meeting for review as needed.

Commissioner Rohr moved to approve the removal of the change in price as part of the counter offer discussed at the May 19, 2020 meeting and to accept the \$5,000 offer as presented. There was no second to the motion. The motion died for lack of a second.

Commissioner Braun moved to deny the removal in the change in price as part of the counter offer as provided at the May 19, 2020 meeting. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: No; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: No. The motion passed.

Mayor Helbling commented that it would be preferred that a house would be constructed on this property so that the property goes back on the tax rolls and City is able to collect taxes on the property.

H. NEW BUSINESS:

1. *Consider approval of purchase agreement for the sale of Lot 24A, Block 1, Roughrider Estates Pioneer Replat.* City Planner Van Dyke presented a request for approval of the Purchase and Sale Agreement for Lot 24A, Roughriders Estates Pioneer Replat. After the last meeting, notices were sent out to all the landowners with rear lots knowing that there was an offer from someone who did not live in the area and ultimately it was declined. He stated that Mr. Heuther has presented an offer of \$500 for the purchase of Lot 24A, Roughriders Estates Pioneer Replat. This is one of the rear yards that was separated from the adjoining property for failure to pay taxes. Mr. Heuther owns Lot 24, and the property is immediately in front of the property in

question. The property does not have a specials balance. The list price is \$2,500. The buyer's intent is to expand his backyard. City Staff is recommending approval of the purchase agreement for the amount as presented in Exhibit 1. A map of the subject property was also provided in Exhibit 2. This was the only offer received. Planner Van Dyke reported that the Engineering and Planning Department is recommending approval of the offer as shown in Exhibit 1.

Commissioner Larson moved to approve the offer as presented in Exhibit 1. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Absent; Mayor Helbling: Yes. The motion passed.

2. *Evaluate and consider approval of one of two purchase agreements received for the sale of Lot 30A, Block 1, Roughrider Estates Pioneer Replat.* City Planner Van Dyke presented a request to consider approval of one of two purchase agreements received for the sale of Lot 30A, Roughriders Estates Pioneer Replat. He said that the City has received two offers for the purchase of Lot 30A, Block 1 of Roughriders Estates Pioneer Replat. The list price for the property is \$1,500. He said that Mr. Krein, who owns Lots 31 and 31A immediately to the north has provided an offer of \$2,100. Mr. and Mrs. Jorgenson, who owns Lot 30 immediately in front of the subject property has provided an offer of \$1,500. Both buyers were told that there was another offer on the table and to provide their highest and best offer. The property does not have a specials balance. Planner Van Dyke reported that both buyers' intent is to expand their backyard. Everything else being equal, staff is recommending approval of the purchase agreement provided by Mr. Krein in the amount of \$2,100, as presented in Exhibit 1 because of the higher purchase price offered. A map of the subject property was provided in Exhibit 3.

Jackie Schmidt and Lindsay Jorgenson came forward and commented that the homeowners could utilize the property since it is nearest to their yard and it ties into their land (referring to Jorgenson property) and she believes that the individuals living there should have access to Lot 30A.

Mayor Helbling stated that pursuant to the information submitted by Planner Van Dyke, there are two offers on this property - one offer is for \$1500 from the property owner who lives in front of the property and the other offer for \$2100 which is from the next door property. Planner Van Dyke concurred that is correct. Mayor Helbling inquired if the Jorgenson's would match the high bid, could the City award the property to the Jorgenson's? Assistant City Attorney Oster clarified that the property needs to go to the highest bidder but there is nothing to prevent them from making a higher bid if already made. Mayor Helbling inquired if both parties would be allowed to increase their bid? Attorney Oster said that it was her understanding that the other party was aware this matter was going to be discussed at this meeting and had the opportunity to attend this meeting. Planner Van Dyke said that he did not speak with the Krein's directly however, Daren Schmidt, the realtor handling this transaction has been in direct communication with them regarding this process and that's why they submitted their second bid. Attorney Oster stated that because the amount is less than \$5,000 there does not need to be a Public Sale on the property as stated in the statute so it's a question of negotiations in what the City Commission wishes to do.

Mayor Helbling suggested tabling this matter in order to allow additional time for the two neighbors to work out a satisfactory resolution for the purchase of this Lot 30A. Also, if the Jorgenson's were to increase their bid, would it be appropriate if the Commission could accept that bid? In regard to the other lots that will be presented to the Commission for sale, there should be a paragraph in the purchase agreement stating preference will be given to the lot directly connected to that particular lot, in particular, not an adjacent lot owner, but the lot owner directly related to the lot.

Commissioner Davis inquired when the bidding ended for this particular lot? Planner Van Dyke explained that this lot was listed as a "For Sale" which is an alternative option afforded the City given there were thirty properties indicating this is a very limited bidding process. He explained that the lots are listed until sold or at least until the contract with Daren Schmidt, Oaktree Realty expires, noting that contract was just extended recently for another year.

Based on the discussion, Commissioner Davis encouraged the Jorgenson's to discuss this matter with their neighbor in an attempt to settle this without the City intervening.

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

3. *Evaluate and consider approval of one of two purchase agreement for the sale of Lot 35A and 36A, Block 1, Roughrider Estates Pioneer Replat.*

Planner Van Dyke presented a request for consideration of approval of one of two purchase agreements for the sale of Lot 35A and 36A, Block 1, Roughrider Estates Pioneer Replat. He said that the City has received multiple offers for Lot 36A. One offer involves the joint purchase of Lot 35A. The buyers are not competing for purchasing both lots, rather just Lot 36. The other offer is solely for the purchase of Lot 36A. These lots are two of the rear yards that were separated from the adjoining property for failure to pay taxes. Both properties do not have special balances. Mr. Kraft has presented an offer of \$1,000 for the purchase of both Lot 35A & 36A, Block 1 of Roughriders Estates Pioneer Replat. The list price is \$1,000 for each property. Mr. Kraft owns Lot 35, immediately in front of Lot 35A. Lot 36A is owned by an LLC and was sent the same letter as Mr. Kraft. Mr. and Mrs. Himmelspach have presented an offer of \$1,200 for the purchase of Lot 36A and they live at Lot 37 just to the north / northwest of Lot 36A. Their backyard abuts said property.

Planner Van Dyke said that both buyers' intent is to expand their backyards. Both buyers do not own the property directly toward the front where the home resides which is Lot 36. Lot 36 is owned by an LLC and went into foreclosure. The LLC was sent a letter about the sale. City Staff is recommending approval of the purchase agreement presented by Mr. and Mrs. Himmelspach for the purchase of Lot 36A due to the higher purchase price as provided in Exhibit 2. City Staff is recommending countering Mr. Kraft's offer to remove Lot 36A and reduce the purchase price to \$500, as it now does not include Lot 36A.

Planner Van Dyke stated that the Engineering Department recommended approval of the purchase agreement presented by Mr. and Mrs. Himmelspach for the purchase of Lot 36A

provided in Exhibit 2. The Engineering Department recommended countering Mr. Kraft's offer as presented in Exhibit 1 to remove Lot 36A and to reduce the purchase price to \$500, as it now does not include Lot 36A.

Commissioner Larson moved to approve the Purchase Agreement presented by Mr. and Mrs. Himmelspach for the purchase of Lot 36A provided in Exhibit 2. In addition, Commissioner Larson moved to counter Mr. Kraft's offer as presented in Exhibit 1 to remove Lot 36A and reduce the purchase price to \$500, as it now does not include Lot 36A. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

Nathaniel Parker introduced himself and stated that he is new in Mandan and that he resides at 3201 Crimson Street Northwest. He inquired on the road assessment process. Director Froseth was requested to work with Mr. Parker to resolve his questions.

4. *Consider approval of Code Enforcement Appeals Board Appointments.*

City Administrator Neubauer presented a request for the approval of four appointments to expired terms on the Code Enforcement Appeals Board. He reported that the Code Enforcement Appeals Board meets as needed and whenever the code enforcement officer receives an appeal to any enforcement action. He reported that this Board has never met. The Board's composition consists of five members. Currently, the Board has four vacancies due to terms expiring at the end of 2018 and 2019 that were never filled. Letters of interest were sent in October 2019 and early 2020 to find individuals interested in serving on the Code Enforcement Appeals Board. Subsequently letters were received from Jody Skogen, Clint Boyd, Ramona Bernard, Reid Bogers and Bob Vayda. Mr. Vayda's daughter Victoria Vayda currently serves on the Board with a term through December 31, 2021. The City Attorney advised Administration that having family members on the same Board may be a conflict of interest. The City Administrator explained the situation to Mr. Vayda who then withdrew his letter of interest.

The Administration Office received the letters of interest and drew for term lengths with the following results:

- Jody Skogen – three-year term ending Dec. 31, 2022
- Clint Boyd – three-year term ending Dec. 31, 2022
- Ramona Bernard – two-year term ending Dec. 31, 2021
- Reid Bogers – two-year term ending Dec. 31, 2021

Administrator Neubauer reported that the Code Enforcement Appeals Board liaisons recommended appointing Reid Bogers and Ramona Bernard to two-year terms ending December 31, 2021 and Jody Skogen and Clint Boyd to three-year terms ending December 31, 2022.

Commissioner Davis moved to approve the appointment of the following individuals to the Code Enforcement Appeals Board: Reid Bogers and Ramona Bernard to two-year terms ending December 31, 2021 and Jody Skogen and Clint Boyd to three-year terms ending December 31, 2022. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes;

Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

5. *Consider approval of deductive change order for Street Improvement District #215, Mid-Town East.* Planning and Engineering Director Froseth presented the final numbers for deductive change orders that were presented at the May 5th meeting as part of awarding bid and consider execution of these deductions. He stated that at the May 5, 2020 City Commission meeting, a list of deductive change orders for the Commission's consideration was presented. Many of them could have been recommended for execution without substantial concern of compromising the overall project. Some of them were included but concerns were stated, therefore they were not recommended to move forward. City staff have since worked to drill down on those deductive change order ideas to come up with more accurate deduction amounts for each. The deductive change order ideas not including the 3rd Avenue widening primarily involve the underground scope. Part E is the most significant item deducted other than the 3rd Avenue widening deductions. This eliminates the scope in mind to install new water main in the Northwest quadrant of the City under 8th Avenue Northwest, separate from this area. Parts B and C predominately deal with the deductive ideas to eliminate paying for new water and sewer services or improved services to lots that currently are not ideally served. The City has concerns leaving these services as they exist, in drawing a hard line and due to budget concerns, it is believed that any of these improvements should rest with the individual lot. The City has reached out to each to see if they elect improvements during the project instead of making improvements later that would be more costly. He said that getting to the most significant deductive idea both in terms of cost and with how the project will look when finished, we have explored a couple options with the original plan idea to widen 3rd Avenue NW. For that, there would be several main options, including:

Option 1

Stick with the original scope and widen 3rd Avenue to the east by approximately six feet. This option costs \$521,250.94 more than option 3, which is to eliminate the widening scope all-together. We do not recommend and we gathered that there is not much support for this option from our May meeting given its high price-tag.

Option 2

Reduce the scope of the 3rd Avenue widening to drastically cut down on the scope of the retaining walls that would be needed for it. After taking a deeper look into how this could be accomplished, the design team has put forward as plan that would eliminate the south segment of the wall along 3rd Avenue all-together and instead accomplish with grading. Furthermore, it changes the type of wall for the north segment from a poured in place wall with sub-surface foundation to a "Redi-Rock" was considered and that is a wall which does not require a sub-surface foundation wall. The Engineering Department thinks that this method would not be as clean looking, and it would increase the risk of hill sluffing long-term. However, the risk is reasonable and therefore, this is a viable alternative to consider. With this option, the City would still plan to widen by approximately six feet.

(2a) This is a sub-option to accomplish option #2 that is outlined on attachment #4. Under this sub-option, the significant earthwork task would be conducted by the contractor as they have submitted. The difference is that the earthwork amount from the contractor is \$71,170. This would eliminate \$212,093.75 from the contract original scope.

(2b) This is a sub-option to accomplish option #2. Under this sub-option, the significant earthwork task would be conducted by the Public Works staff. Public Works does have concerns about their ability to conduct this earthwork as they are not ideally set up to do this and do not have mass earthmoving and sloping expertise. It would remove an additional \$71,170 from the contract for a total of \$283,265.75 removed, but Public Works will have some expense in their time and equipment instead.

Option 3

Eliminate all of the widening scope. This does not accomplish any widening. The concerns with the street not being uniform with the street that exists south of it and the concern of it being difficult to pass through in the winter-time with significant snow are not addressed. This would eliminate \$521,250.94 from the original contract and would be \$309,157.19 less than option #2A.

Director Froseth commented that by weighing these options, the Engineering Department believes that Option #3 is preferred. However, Option #2 is a viable alternative that accomplishes the widening of the roadway while also saving \$212,093.75 in project costs vs. what was bid. The numbers presented at the May 5, 2020 meeting assumed Option #3 because staff recommended full removal of the 3rd Avenue widening scope at that time. Option 2 is a viable option if Option 1 is not chosen. The funding summary attachment from May 5, 2020 has been provided to summarize the cost categories of this project as well as the funding sources identified to pay for each. The attachment was created by the Finance Department and includes the scope changes as recommended by the Engineering Department. This varies some from what it will be today because of the detailed look at all of the items within the estimate done between then and now.

Mayor Helbling commented that Public Works has already cleaned up a lot of brush and debris in that area. If we are going through this area, it should be cleaned up at that one stretch. In the winter, it is mostly used as only one lane due to snow fall. Public works can save the City about \$70,000 with this plan and we should consider the widening as recommended in Option 2b.

Commissioner Larson commented that her concern is how much of a difference there would be if the retaining wall will help with snow removal. She is not sure if the cost of the project will accomplish the goal of making the road more efficient. With regard to Public Works involvement it creates a theoretical savings, there are also costs associated with the Public Works Department who is never fully staffed and they always have a lot on their plate to do with responsibilities of road repair throughout the year. This does not fall within their typical scope of work they are expected to do, thus it might turn out that what this project wants to accomplish will not be accomplished.

Director Bitz stated that Public Works crew was working in that area today without too much of a setback. He offered to continue the efforts of removing brush and debris and reevaluate the process stating that he does not see much of a problem getting the work done. Commissioner Rohr stated that this area has had a great number of accidents through the years and agreed that the cleanup is necessary. Mayor Helbling recommended continuing with the clean up efforts as

long as there is work being done in this area rather than having to come back in the future when it will cost more to clean it up then in comparison to doing it now.

Commission Rohr moved to approve Option 2(b) are outlined. Commissioner Davis seconded the motion.

Director Froseth recommended that the motion contain all the change order with widening Option 2(b) because there are a lot of water and sewer main items included in the entire change order.

Commissioner Rohr concurred that the motion would include all the change order with widening Option 2(b) because there are a lot of water and sewer main items included in the entire change order. Commissioner Davis concurred that also was part of his second to the motion.

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

I. RESOLUTIONS AND ORDINANCES:

1. *Consider the second consideration and final passage of Ordinance No. 1341 an Ordinance to Amend and Re-enact Sections 2-4-1(d), 2-4-2, 2-4-3, 2-4-4, 2-4-5 and 2-4-7(d) of the Mandan Code of Ordinances Relating to Statement of Policy, Definitions, Competitive Bidding Required, Exceptions, Conveyance of Property, and Bidding Procedure.* Public Works Director Bitz presented the second consideration and final passage of Ordinance No. 1341.

There have been no comments or opposition received since the approval of the first consideration. He recommended approval of this Ordinance No. 1341.

Commissioner Davis moved to approve the second consideration and final passage of Ordinance No. 1341 an Ordinance to Amend and Re-enact Sections 2-4-1(d), 2-4-2, 2-4-3, 2-4-4, 2-4-5 and 2-4-7(d) of the Mandan Code of Ordinances Relating to Statement of Policy, Definitions, Competitive Bidding Required, Exceptions, Conveyance of Property, and Bidding Procedure.

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

2. *Consider Ordinance No. 1342 to Amend and Re-enact Section 111-2-9 (c) and (g) of the Mandan Code of Ordinances Relating to Electric Handicap Accessible Doors.* Business Development & Communications Director Huber presented a request to consider an administrative correction and exemption to Section 111-2-9 (c) and (g) of the Mandan Code of Ordinances relating to electric handicap accessible doors. She stated that the voters in the November 4, 2008, City of Mandan election approved a citizen initiated ordinance that states, “Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever.”

Correction. Use groups for application of the ordinance appear to have been mistakenly cross-referenced when re-codification occurred a few years ago. Subsection C application to buildings or businesses used for purposes described in section 103-174(2), (3), (4), (6), (7), (9) and (10). Section 103 pertains to cemeteries. The correct reference is now section 105 pertaining to district regulations. The proposed correction restores the use groups to those originally

approved by the City Commission at a meeting held Feb. 17, 2009. These are Retail Group A, Service Group A, Office Bank Group, and Health Medical Group.

Proposed Exemption. The installation of an automatic door on an existing building costs approximately \$2,000. The Storefront Improvement Program allows for matching funds for the automatic door as part of a façade makeover. The City Commission approved increasing the amount of matching funds from \$10,000 per building to \$30,000 in 2013 in part because of this requirement, to re-stimulate interest in building improvements, address overall rising construction costs, and to be on par with what was then the City of Bismarck CORE program.

Meanwhile, Mandan's Retail Incentive Program has seen few applications over the years in part because most potentially interested parties are renting small spaces in which the likely amount of stipend (up to \$5 per square foot) often will not cover the cost of installing an automatic door. The Mandan Growth Fund Committee at its last two meetings discussed possible means of assistance for businesses challenged by reduced revenues due to COVID-19. On June 2, 2020, the committee directed staff to bring back a proposal to provide relatively small amounts of funding, perhaps no more than \$3,000 or \$5,000 per business, for implementation of strategies to become more innovative and resilient in the face of crisis. Examples of eligible projects might include the development of an online presence such as e-commerce websites or social media. Innovation grants or forgivable loans would be a non-starter for economically injured businesses if they did not already have an automatic door. Using Growth Fund dollars to pay for the door could be an option, but would affect the already scarce funds to a much greater degree. Applying the requirement only to businesses receiving \$5,000 or more in funding appears to be the best way to make possible any form of business micro grants or forgivable loans. Any proposal for a new program by the Growth Fund Committee will be forthcoming and subject to City Commission consideration for final approval. Director Huber reported that there is one citizen who has commented on this via on-line. Typically, the Renaissance Zone and the Restaurant Rewards programs are where these requests have come in. Requests have come from small retail businesses. The reason for bringing this forward had to do with the conversations that have occurred when looking at the community survey results and COVID 19 requests. At the last meeting they directed staff to put together a proposal to the program to bring back a system for businesses that are doing something to make themselves more resilient and something innovative. They will be looking at proposals at the meeting coming up on June 22, 2020 of amounts less than \$5,000 as a starting point.

Commissioner Larson inquired if this would be considered a matching expectation investment from the business owners? Director Huber clarified that what is before the Commission is consideration of correction or updating the Ordinance and whether or not the Commission will consider a waiver of the automatic door requirement situation of \$5,000 or less and changing that is within the Commission's power. In terms of the program it would apply the concept of a program to assist with those impacted by COVID 19 is only in rough draft form. It is being circulated at the staff level and with legal counsel. The plan is to take it to the Growth Fund Committee and have them review it and make recommendations and then bring it to the City Commission. That will be a different program than what exists under the Retail Business Incentive Program which is the only other program offered in amounts of less than \$5,000. Businesses affected by COVID 19 are in the early stages of discussion. She recently received a

draft copy of a program from the Department of Commerce that they will be taking that to the ND Emergency Commission and depending on action there are other new matters that the MGF discussed.

Mayor Helbling commented that from the MGF point they did not want to get too deep into several programs without the buy in from the city commission to change anything if indeed the commission does not want to change anything and they have spent many hours trying to pull something together. He said that with regard to the automatic door requirement was a success and he doesn't think it is anyone's intent to get rid of that, in fact, he would like to see that program enhanced to provide smaller grants for handicap accessibility.

Commissioner Larson concurred with Mayor Helbling's viewpoint and she would like to look at other ways to enhance the programs. She has concerns with changing the Ordinance without any firm plan in place noting that typically, the planning is the first step and then any request would come to the City Commission.

Director Huber stated this is the first consideration and if it is passed then there will be second reading on July 7, 2020, at which time the recommendations from the Growth Fund Committee will be before the Commission at the same time. Assistant Attorney Amy Oster drafted the proposed Ordinance. Director Huber recommended approval of the proposed ordinance as presented.

Commissioner Braun moved to approve the first reading of Ordinance No. 1342 to Amend and Re-enact Section 111-2-9 (c) and (g) of the Mandan Code of Ordinances Relating to Electric Handicap Accessible Doors. Commissioner Rohr seconded the motion.

Caller and Mandan resident, Susan Beehler provided the following: She stated she agrees with the concern brought forward by Commissioner Larson that this is being addressed preemptively. Changing an Ordinance that was voted for by the people of Mandan without any input other than from the Growth Committee is a disservice to the voters. She requested information on what is proposed commenting that \$5,000 is not much to be giving to businesses. She inquired what prompted this? She questioned changing the dollar amount in the Ordinance based on the circumstances with the COVID situation does not seem like it's a need rather its more like an action. She stated that she has a problem with having a Rodeo and the Commission must have been involved and there was some accessibility there. She is concerned this matter relates to an Ordinance but there has been no public input. She is glad to see that 50 doors have been installed and she would like to see the Committee look at providing more accessibility to businesses.

Mayor Helbling stated that public input was allowed and the notice stated that the Commission Chamber was open for the public to come in and there were several people attending this meeting. In addition, there were other avenues available to the public such as the tele-conference call in lines that were for the public to call in including zoom, Dakota Access Media and other technological ways for people to participate.

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

This Ordinance will come back for a second consideration at a future meeting. Any funding will have to be approved by the City Commission.

3. *Introduction and first consideration of Ordinance No.1343 to Amend and Re-enact Section 115-4-7(a) of the Mandan Code of Ordinances Relating to Removal of Trees and Shrubs.* Director of Public Works Bitz presented the introduction and first consideration of Ordinance No.1343. Director Bitz said that Ordinance number 1343 is a revision to the City of Mandan Municipal code Chapter 115-4-7(a). These changes give the City of Mandan the authority to have property owners trim/remove trees and shrubs that are obstructing street lights, traffic signal, stop signs or similar apparatus or obscuring line of sight for traffic and travel. If after proper investigation the City of Mandan determines that the tree or shrub is causing or is likely to cause public hazard, the City Forestry Department may cause the hazard to be immediately abated without having to give notice in accordance with Sec.115-4-7(c). The most significant change is the ability to abate an immediate hazard without the warning they would otherwise receive. He reported that there are areas in the City where trees/shrubs are obstructing traffic signs, signals and there are streetlights need to be trimmed/removed. This change gives the City the authority to send the property owner notice of this violation and the (abutting) property owner shall trim/remove tree or shrub. If the property owner does not abate after the 20-day notice, the City can trim/remove and assess the owner in accordance with Sec.115-4-7(c). If the City determines that there is a public hazard the City may abate the hazard immediately without giving notice and assess the abutting property owner in accordance with Sec.115-4-7.

Commissioner Davis moved to approve the introduction and first consideration of Ordinance No.1343 to Amend and Re-enact Section 115-4-7(a) of the Mandan Code of Ordinances Relating to Removal of Trees and Shrubs. Commissioner Larson seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

J. OTHER BUSINESS:

1. *Presentation of award to Commissioner Davis.*

On behalf of the City of Mandan and the City staff, Mayor Helbling extended a thank you to the four years that Commissioner Davis has given of his time to sit on the City Commission. Commissioner Davis replied with a summary of the accomplishments the City has made over the last several years and highlighted events that he personally was involved with. In closing he stated he has been honored to serve as a City Commissioner explaining that personal commitments brought him to resign is position. He extended a welcome to his successor, Joseph Camisa, who will be sworn in later this month,

2. Upcoming Events:

Mayor Helbling announced upcoming events in Mandan:

- i. July 2, 3 and 4, 2020 Mandan Rodeo.
- ii. Mandan Market (similar to Art in the Park)10 am – 6 pm, July 3 & July 4 from 10 am to 6 pm. This is a new event this year and it will feature a market type atmosphere.

iii. Buggies and Blues has been rescheduled from June to August 14-15, 2020.

Mayor Helbing extended a thank you to Mandan Police and Fire Departments for the emergency services provided at the Mandan Airport.

K. ADJOURNMENT:

There being no other business to come before the Board, Commissioner Rohr motioned to adjourn the meeting at 7:17 pm. Commissioner Davis seconded the motion. The motion received unanimous approval of the members present.

James Neubauer
City Administrator

Tim Helbling, Mayor
Board of City Commissioners

The Mandan City Commission met in special session at 5:30 p.m. on June 23, 2020 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota

ROLL CALL:

1. *Swearing in of the newly elected City Commissioner(s).* Attorney Brown administered the oaths of office to Timothy Helbling and Joseph Camisa prior to the meeting.
2. *Roll Call of All City Commissioners Present* were Mayor Helbling and Commissioners Braun, Rohr, Camisa and Larson. Department Heads present were City Administrator Neubauer, City Attorney Brown, Police Chief Ziegler and Fire Chief Nardello.

NEW BUSINESS:

1. *Selection of a Vice President.* Commissioner Larson indicated she was interested in the roll of Vice President. Commissioner Rohr motioned to approve Commissioner Larson as Vice President of the Board. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Camisa: Yes; Commissioner Rohr: Yes, Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.
2. *Consider commissioner portfolio and committee assignments.* Mayor Helbling reviewed the current portfolio and committee assignments. Discussion was held on the various portfolios and committee assignments. Commissioner Larson moved to approve the proposed changes to the commissioner portfolios and committee assignments. Commissioner Camisa seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Commissioner Camisa: Yes; Mayor Helbling: Yes. The motion passed.

<u>Portfolio</u>	23-Jun-20
Cemetery	Braun, Mike
Engineering	Braun, Mike
Health Inspection	Braun, Mike
Mandan Airport Authority	Braun, Mike
Planning & Zoning	Braun, Mike
Water and Sewer Treatment	Braun, Mike
Assessing	Camisa, Joseph
Building Inspection	Camisa, Joseph
Human Resources	Camisa, Joseph
Safety & Wellness Committee	Camisa, Joseph
Municipal Court	Camisa, Joseph
Budget & Finance Committee	Helbling, Tim
Business Development	Helbling, Tim
Lower Heart Water Resource District	Helbling, Tim
Public Buildings	Helbling, Tim
Morton Mandan Public Library	Larson, Amber
Forestry	Larson, Amber

Solid Waste Utility	Larson, Amber
Street Light Utility	Larson, Amber
Streets	Larson, Amber
Waterline & Sewerline Maintenance	Larson, Amber
Youth Commission	Larson, Amber
Fire	Rohr, Dennis
Mandan Parking Authority	Rohr, Dennis
Police	Rohr, Dennis
<i>Committees</i>	<i>Commissioner</i>
Cemetery Advisory Committee	Braun, Mike
County Planning & Zoning	Braun, Mike
Law Enforcement Center Advisory Committee	Camisa, Joseph
CennCom	Camisa, Joseph
Budget & Finance Committee	Helbling, Tim
City Planning & Zoning	Helbling, Tim
Mandan Growth Fund	Helbling, Tim
Mandan Progress Organization	Helbling, Tim
Mandan Visitors Committee	Helbling, Tim
Renaissance Zone	Helbling, Tim
City Planning & Zoning - as a resident	Laber, Shauna
Bismarck Mandan Chamber EDC	Larson, Amber
Dakota Media Access	Larson, Amber
Bismarck Mandan Transit Authority	Rohr, Dennis
CennCom	Rohr, Dennis
County Planning & Zoning	Rohr, Dennis
Law Enforcement Center Advisory Committee	Rohr, Dennis

3. *Discussion regarding possible ban of fireworks.* Chief Nardello reported North Dakota Emergency Services has us in a low fire danger index. Even though we are in a drought season, Chief Nardello did not recommend banning fireworks. Should we get into the extreme fire index before July 4 that could change.

There being no further actions to come before the Board of City Commissioners, Commissioner Camisa moved to adjourn the meeting at 5:43 p.m. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present.

James Neubauer,
 City Administrator

Timothy A. Helbling,
 President, Board of City Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 23, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Annual Liquor License Renewals

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

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

CLASS “A” GENERAL RETAIL ON & OFF-SALE BEER & LIQUOR

1. Stryker Enterprises, LLC dba Main Street Drive Thru Liquor
2. Lonesome Dove Lounge
3. Midway Lanes

CLASS “D” EXCLUSIVE RETAIL OFF SALE BEER & LIQUOR

1. Walmart

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

Property taxes are current for these applicants.

ATTACHMENTS: N/A

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

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend to approve Stryker Enterprises, Lonesome Dove Lounge, Midway Lanes and Walmart licenses for the period of September 1, 2020 – June

30, 2021. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code and Building Inspection Codes.

SUGGESTED MOTION: I move to approve Stryker Enterprises, Lonesome Dove Lounge, Midway Lanes and Walmart licenses for the period of September 1, 2020 – June 30, 2021. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code and Building Inspection Codes.



Consent No. 2i, 2ii & 2iii

Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 23, 2020
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatement applications from Steven Rudolph

STATEMENT/PURPOSE: To consider reduction to the 2018, 2019 & 2020 values of the property at 209 6th Avenue NE.

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-2575000 with a legal description of Lot 2 Block 28 Mandan Proper OT.

Reason for abatement: Mr. Rudolph contacted the assessing office to discuss his taxes, Application for Property Tax Exemption for Improvements to Residential Buildings and Homestead Credit Applications. We made an appointment and reviewed the property with the owner. The property consists of two houses and a detached garage. We added a porch, corrected the sizes of the decks, plumbing, grade and condition of the houses. Mr. Rudolph has also submitted an Applications for Property Tax Exemption for Improvements to Residential Buildings and 2019 Homestead Credit.

2018 Assessment \$154,700	2018 Corrected Value \$106,600
2019 Assessment \$154,700	2019 Corrected Value \$106,600
2020 Assessment \$160,200	2020 Corrected Value \$110,000

ATTACHMENTS: Applications for Abatement

ESTIMATED FISCAL IMPACT:

2018 All taxing entities = \$533.47, City share = \$125.88
2019 All taxing entities = \$574.65, City share = \$137.53
2020 All taxing entities = \$574.65, City share = \$137.53

STAFF IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney

Board of City Commissioners

Agenda Documentation

Meeting Date: July 1, 2020

Subject: Abatement applications from Steven Rudolph

Page 2 of 2

RECOMMENDATION: I recommend a motion to approve the 2018, 2019 and 2020 abatements for Steve Rudolph at 209 6th Avenue NE.

SUGGESTED MOTION: A motion to approve the 2018, 2019 & 2020 abatements as presented for Steve Rudolph at 209 6th Avenue NE.

2018

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. 65-2575000
Name RUDOLPH/STEVEN P Telephone No. _____
Address 209 6TH AVE NE, MANDAN, ND 58554-0000

Legal description of the property involved in this application:
LOT 2 BLOCK 28 MANDAN PROPER OT



Total true and full value of the property described above for the year 2018 is:
Land \$ 25,000
Improvements \$ 129,700
Total \$ 154,700
(1)

Total true and full value of the property described above for the year 2019 should be:
Land \$ 25,000
Improvements \$ 81,600
Total \$ 106,600
(2)

The difference of \$ 48,100 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. Complaint or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) _____

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

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

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

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

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

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

Applicant asks that adjust value due to condition

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 Steven Rudolph Date 6-16-2020

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. 65-2575000
 Name RUDOLPH/STEVEN P Telephone No. _____
 Address 209 6TH AVE NE, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 2 BLOCK 28 MANDAN PROPER OT



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

Land \$ 25,000
 Improvements \$ 129,700
 Total \$ 154,700
 (1)

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

Land \$ 25000
 Improvements \$ 81600
 Total \$ 106,600
 (2)

The difference of \$ 48,100 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: \$ 72,000⁰⁰ Date of purchase: 1980
 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 \$ 100,000⁰⁰

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

Applicant asks that 40% Homestead credit, adjust value due to condition

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 Steven Rudolph Date 6-16-2020

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. 65-2575000
 Name RUDOLPH/STEVEN P Telephone No. _____
 Address 209 6TH AVE. NE, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 2 BLOCK 28 MANDAN PROPER OT



Total true and full value of the property described above for the year 2020 is:

Land \$ 25,000
 Improvements \$ 135,200
 Total \$ 160,200
 (1)

Total true and full value of the property described above for the year 2020 should be:

Land \$ 25,000
 Improvements \$ 85,000
 Total \$ 110,000
 (2)

The difference of \$ 50,200 true and full value between (1) and (2) above is due to the following reason(s):

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

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

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

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

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

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

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

Applicant asks that 40% Homestead Credit + adjust value due to condition

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 Rudolph Date 6-16-2020



Consent No. 3

Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 29, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Replat of Lots 8 & 9 Block 1 Heart Ridge Addition
Minor Plat

STATEMENT/PURPOSE: Consider approval of Replat of Lots 8 & 9 Block 1 Heart Ridge Addition minor plat.

BACKGROUND/ALTERNATIVES:

Property owners seek to adjust the property lines between their properties to accommodate existing landscaping elements that were inadvertently placed on the neighboring property.

The adjustment will not create other issues with the zoning ordinance and will ensure the landscaping installed by each owner is contained on the respective property.

Staff supports approval of the minor plat.

ATTACHMENTS:

Exhibit 1 – Replat of Lots 8 & 9 Block 1, Heart Ridge Addition

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The plat and staff report have been provided to Attorney Brown and Attorney Oster as part of the agenda packet.

RECOMMENDATION: Staff recommends approval of the minor plat for Replat of Lots 8 & 9 Block 1 Heart Ridge Addition as presented in Exhibit 1.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2020

Subject: Replat of Lots 8 & 9 Block 1 Heart Ridge Addition Minor Plat

Page 2 of 2

SUGGESTED MOTION: I move to approve the minor plat for Replat of Lots 8 & 9 Block 1 Heart Ridge Addition as presented in Exhibit 1.

REPLAT OF LOTS 8 & 9 BLOCK 1 HEART RIDGE ADDITION

EXHIBIT 1

PART OF THE SE 1/4 OF SECTION 34, TOWNSHIP 139 NORTH, RANGE 81 WEST
TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

DESCRIPTION

REPLAT OF LOTS 8 & 9 BLOCK 1 HEART RIDGE ADDITION, PART OF THE SE 1/4 OF SECTION 34, TOWNSHIP 139 NORTH, RANGE 81 WEST, TO THE CITY OF MANDAN, MORTON COUNTY, DESCRIBED AS FOLLOWS:
BEGINNING AT NORTHWEST CORNER OF SAID LOT 9; THENCE NORTH 89 DEGREES 57 MINUTES 13 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 202.74 FEET TO THE EAST LINE OF SAID LOT 9; THENCE SOUTH 14 DEGREES 47 MINUTES 32 SECONDS EAST, ALONG SAID EAST LINE AND THE EAST LINE OF LOT 8, A DISTANCE OF 118.02 FEET; THENCE SOUTH 27 DEGREES 44 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 84.74 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 78 DEGREES 04 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 205.02 FEET TO THE WEST LINE OF SAID LOT 8; THENCE NORTHEASTERLY AND TO THE LEFT, ALONG SAID WEST LINE, ON A 333.00 FOOT RADIUS CURVE, THE RADIUS OF WHICH BEARS NORTH 78 DEGREES 01 MINUTE 02 SECONDS WEST, AN ARC LENGTH OF 69.39 FEET TO THE SOUTH LINE OF SAID LOT 9; THENCE NORTH 00 DEGREES 04 MINUTES 07 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 77.69 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 37,034 SQUARE FEET, MORE OR LESS.

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ART MARINER, DOROTHY MARINER, JARET WIRTZ, AND MEGAN WIRTZ, BEING THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HERON HAS CAUSED THAT PORTION DESCRIBED HERON TO BE SURVEYED AND PLATED AS "REPLAT OF LOTS 8 AND 9 BLOCK 1 HEART RIDGE ADDITION", MANDAN, MORTON COUNTY, NORTH DAKOTA.

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH) SS ZACHARY WOHL) REBECCA WOHL)
1704 RIDGE DR SE) 1704 RIDGE DR SE)
MANDAN, ND 58554) MANDAN, ND 58554)
CO-OWNER, LOT 9 BLOCK 1) CO-OWNER, LOT 9 BLOCK 1)

ON THIS _____ DAY OF _____, 2020, BEFORE ME PERSONALLY APPEARED ZACHARY WOHL & REBECCA WOHL, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH) SS TRAVIS CONDON) DESIREE CONDON)
1708 RIDGE DR SE) 1708 RIDGE DR SE)
MANDAN, ND 58554) MANDAN, ND 58554)
CO-OWNER, LOT 9 BLOCK 1) CO-OWNER, LOT 9 BLOCK 1)

ON THIS _____ DAY OF _____, 2020, BEFORE ME PERSONALLY APPEARED TRAVIS CONDON & DESIREE CONDON, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

I, TERRY BALTZER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON _____, 2020, THAT ALL INFORMATION SHOWN HERON IS TRUE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL MONUMENTS SHOWN HERON ARE CORRECT, THAT ALL REQUIRED MONUMENTS HAVE BEEN SET, AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH) SS SWENSON, HAGEN & CO. P.C.)
909 BASIN AVENUE)
BISMARCK, NORTH DAKOTA)
58504) TERRY BALTZER)
PROFESSIONAL LAND SURVEYOR)
N.D. REGISTRATION NO. 3595)

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS APPROVED THE GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN AMENDMENT TO THE MASTER PLAN OF THE CITY OF MANDAN, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE ANNEXED PLAT.
THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE _____ DAY OF _____, 2020.

JIM NEUBAUER—CITY ADMINISTRATOR TIM HELBLING—MAYOR

OWNER'S GRANT & CONVEYANCE

PART OF LOTS 8 & 9 BLOCK 1 HEART RIDGE ADDITION
PURSUANT TO THE PROVISIONS OF NDCC 40-50.1-05, BY THE EXECUTION OF SAID PLAT, ZACHARY WOHL, REBECCA WOHL, TRAVIS CONDON, & DESIREE CONDON HEREBY GRANT AND CONVEY TO:
LOT 9 BLOCK 1: ZACHARY WOHL & REBECCA WOHL
LOT 8 BLOCK 1: TRAVIS CONDON & DESIREE CONDON

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH) SS ZACHARY WOHL) REBECCA WOHL)
1704 RIDGE DR SE) 1704 RIDGE DR SE)
MANDAN, ND 58554) MANDAN, ND 58554)
CO-OWNER, LOT 9 BLOCK 1) CO-OWNER, LOT 9 BLOCK 1)

ON THIS _____ DAY OF _____, 2020, BEFORE ME PERSONALLY APPEARED ZACHARY WOHL & REBECCA WOHL, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH) SS TRAVIS CONDON) DESIREE CONDON)
1708 RIDGE DR SE) 1708 RIDGE DR SE)
MANDAN, ND 58554) MANDAN, ND 58554)
CO-OWNER, LOT 9 BLOCK 1) CO-OWNER, LOT 9 BLOCK 1)

ON THIS _____ DAY OF _____, 2020, BEFORE ME PERSONALLY APPEARED TRAVIS CONDON & DESIREE CONDON, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
BURLEIGH COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

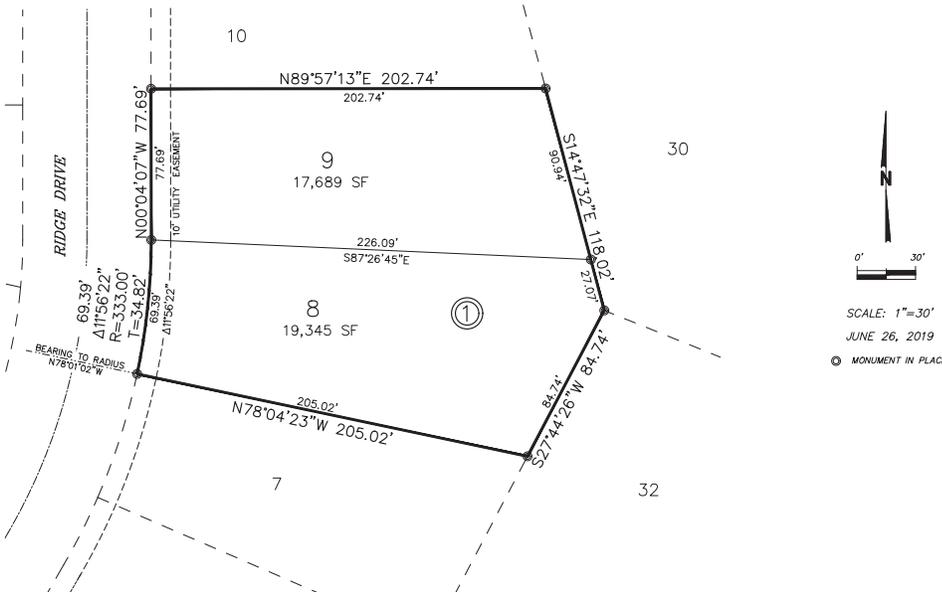
APPROVAL OF CITY ENGINEER

I, JUSTIN FROSETH, CITY ENGINEER OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "REPLAT OF LOTS 8 & 9 BLOCK 1 HEART RIDGE ADDITION", MANDAN, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JUSTIN FROSETH
CITY ENGINEER

NOTES

BASIS OF BEARING:
NORTH DAKOTA STATE PLANE, SOUTH ZONE
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
PLAT IS SUBJECT TO EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD.





Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 29, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Minor Plat for Andy's Addition

STATEMENT/PURPOSE: Consider approval of minor plat for Andy's Addition.

BACKGROUND/ALTERNATIVES:

The attached minor plat, which typically does not require Planning and Zoning review, was presented to P&Z in June due to its proposed primary alleyway access for one of the lots (See Exhibit 1). The subdivision ordinance requires non-street access to be presented to and approved by P&Z. Planning and Zoning recommended unanimous approval of the minor plat subject to the conditions as outlined in this staff report and provided for in the suggested motion.

The property is located in the DF-Downtown Fringe District

There are obvious concerns with alleyway access such as:

- Addressing for emergency services
- Adequate onsite parking
- Access to the alley from the street-fronting property for waste disposal pick-up purposes
- Access to the street-fronting property for emergency service providers, as needed

The new dwelling would obtain water/sewer services through the existing residence. This is allowed in the code subject to a shared use agreement being established.

Staff, including Shawn Ouradnik, Building Official, Fire Chief Nardello, and Planning is supportive of this request subject to the following:

- Shared use agreement for water/sewer and any other utilities, as necessary, is established

- The proposed dwelling be a minimum of 22' setback from the alleyway property line to allow adequate spacing for parking (To be included in a recorded DA)
- Addressing should be visible, discernable, and illuminated (downward/inward facing) from both the street side and alleyway side
- Joint access easement to be created to allow seamless movement between properties for the purpose of waste disposal pick-up and emergency services, if needed

There are several other lots in the DF-Fringe that rely on alleyway access. Staff is supportive when the concerns can be mitigated as is the case with this application. This also provides opportunities for higher density in areas where existing services are available and the character of the neighborhood will remain unchanged.

ATTACHMENTS:

Exhibit 1 – Andy's Addition Minor Plat
Exhibit 2 – Additional Requirements Prior to Recordation

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The plat and staff report have been provided to Attorney Brown and Attorney Oster as part of the agenda packet.

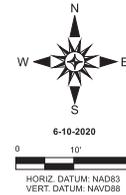
RECOMMENDATION: Staff recommends approval of Andy's Addition as presented in Exhibit 1 subject to the requirements outlined in Exhibit 2.

SUGGESTED MOTION: I move to approve Andy's Addition as presented in Exhibit 1 subject to the requirements outlined in Exhibit 2.

EXHIBIT 1

ANDY'S ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
 ALL OF LOTS 3 & 4, BLOCK 1, HELMSWORTH AND MCLEAN'S ADDITION OF THE SW1/4, SECTION 26,
 T139N-R81W OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA



LEGEND	
○	FOUND REBAR MONUMENT
●	SET REBAR MONUMENT

DESCRIPTION OF PROPERTY
 ALL OF LOTS 3 & 4, BLOCK 1, HELMSWORTH AND MCLEAN'S ADDITION OF THE SW1/4 OF SECTION 26, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, SAID TRACT OF LAND CONTAINING 7,011 SQ FT (0.16 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE
 I, ANDRAL 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.

ANDRAL MARQUARDT, RLS 4623

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".

ANDREW LEE KALLI SWENSON

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2020.

_____, NOTARY PUBLIC
 COUNTY, _____
 MY COMMISSION EXPIRES: _____

PLANNING COMMISSION APPROVAL
 THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN ON THIS ____ DAY OF _____, 2020, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF SAID CITY OF MANDAN, AND REGULATIONS ADOPTED BY THE PLANNING COMMISSION OF SAID CITY, IN WITNESS WHEREOF ARE SET THE HANDS OF THE CHAIRMAN AND THE SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA.

BILL ROBINSON - CHAIRMAN NANCY MOSER - SECRETARY

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 _____, 2020.

JIM NEUBAUER - CITY ADMINISTRATOR TIM HELBLING - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

I, JUSTIN FROSETH, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "ANDY'S ADDITION" OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JUSTIN FROSETH, 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: _____

OWNER:
 ANDREW LEE & KALLI SWENSON
 109 8TH AVE NE
 MANDAN, ND 58554

BASIS OF BEARING:
 SOUTH BOUNDARY LINE
 SOUTH 79° 09' 50" 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

ANDY'S ADDITION



EXHIBIT 1 P. 2

20' ALLEY

EXISTING GARAGE

EXISTING HOUSE

8TH AVE NE

1.4'±

1

1

2

4

5

6

SHEET NUMBER
1
OF 1 SHEETS

PROJECT:

ANDY'S ADDITION
109 8TH AVE NE
EXISTING FEATURES



TOMAN ENGINEERING

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

EXHIBIT 2

Items to be Addressed Prior to Recordation if Approved by the Board of City Commissioners

- Shared use agreement for water/sewer (water/sewer both run through the street to the home; no services are in the alley). This may require an attorney to draft and address issues such as costs for repairs and usage and how shutoffs will be handled in the event that is required, etc. This is the responsibility of the applicant. This will be required to be recorded and the instrument number included on the plat. The City Attorney will need to approve prior to recordation.
- 22' setback from the alleyway to accommodate parked vehicle(s) to be included in a Development Agreement. This will be required to be recorded and the instrument number included on the plat. City staff will generate this document on behalf of both parties.
- The address should be visible, discernable, and illuminated from both the street side and alley side (downward/inward facing illumination) and included in a Development Agreement. This will be required to be recorded and the instrument number included on the plat. City staff will generate this document on behalf of both parties.
- Joint access easement between properties for purposes of emergency services (in the event they need to get to the alleyway residence and so that the street fronting residence can take their trash receptacles to the alleyway or the other way around if garbage pick-up is on the street-fronting side/it changes in the future).
- The instrument numbers for a recorded development agreement and shared use agreement will be included on the minor plat prior to signature by the City



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7th, 2020
PREPARATION DATE: June 26th, 2020
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Chief Jason Ziegler
PRESENTER: Chief Jason Ziegler
SUBJECT: Mandan Moose Tractor Trek

STATEMENT/PURPOSE: Consider approval of the Special Event Permit for the Mandan Moose Club Tractor Trek.

BACKGROUND/ALTERNATIVES: The Mandan Moose Club is having a First Responder fundraiser along with a Tractor Trek on July 18th from 4-11 pm. They would like to close a portion of the street in front of their building to park antique tractors for a display. They are requesting to close the 100blk of 11th Ave NE from the alley, north to 1st St NE. The events application has been approved by relevant departments.

ATTACHMENTS: Special Event Permit Application.

FISCAL IMPACT: None

STAFF IMPACT: none they will provide their own barricades

LEGAL REVIEW: N/A

RECOMMENDATION: To approve the road closure for the Mandan Moose Tractor Trek 2020 Special Event Permit Application.

SUGGESTED MOTION: Move to approve the road closure for the Mandan Moose Tractor Trek 2020 Special Event Permit Application.

Permit Application #: 20-05 Date Complete: _____
(For office use only)

Special Events Permit Application City of Mandan, ND

Mandan Police Department (Special Events) • 205 1st Ave. NW • Mandan, ND 58554
• Phone 701-667-3250 • FAX 701-667-3463

Date of Application: June 3, 2020

30 days prior to the event with a **non-refundable administration application fee of \$25 attached**. Late applications are permitted and subject to an **additional \$50 processing fee** for those submitted within 20 days of an event. **Any application not submitted prior to 20 days before the event will not be accepted for consideration.**

The payment of fees does not guarantee event approval if submitted late. Permits are \$30 per day/Sunday Permit will be \$45, to a maximum of \$150.00 per event not to exceed 14 days (Includes Sundays).

All applicants will be charged fees as appropriate and are expected to fully reimburse the city for all services related to event production which may include, but are not limited to, Police Services, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering and Site Supervisors. (See Below Fee and Charges)

A storage fee of **\$500** will be assessed for all equipment not removed from any public venue or premises within 24 hours of the end of the event. Any vendor may request an extension for equipment removal and may be granted by the City Administrator. Full payment is due upon receipt of final invoice. Any property that is abandoned over 15 days will become property of the City of Mandan and may be sold to recoup any expenses accrued by the city.

Comprehensive site plans must accompany this application.

Street Dance: Beer Garden: Both: Parade or Other Public Event:

Section 1 – Applicant Information

Name of Event Manager: Debbie Frohlich

Driver's License Number: State

Date of Birth: Phone Number: Email: mandanmooselodge@mkdscnetwork.com

Address: City: Bismarck State: ND Zip: 58504

Have you ever been convicted of a crime? YES NO

If yes please list charge(s) and year of conviction(s):

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

Name of Event Manager: _____

Driver's License Number: _____ State _____

Date of Birth: _____ Phone Number: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Have you ever been convicted of a crime? YES NO

If yes please list charge and year of conviction:

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

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

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

If yes, please provide the following:

Last event/s Location: Tractor Trek Mandan Moose Lodge Date: 06/29/2019
Contact Name: Debbie Frohlich Phone: 701-663-9425
E-mail Contact: mandanmooselodge@midconetwork.com

Section 2 – Event Information

Event Name: Tractor Trek/ 1st Responder fundraiser Anticipated Daily Attendance: 50-150
Event Date(s): July 18, 2020 Set-up Date: July 18, 2020 Hours: 4pm-11pm
Hours of event each day: 4pm-11pm
(begin and end times)
Take Down Date(s): July 18 Hours: 11pm
E-Mail address for public information: mandanmooselodge@midconetwork.com
WEB address for public information: n/a
Location of Event/physical address: 111 11th Ave NE Mandan ND 58554
Sponsors of the Event: Mandan Moose Lodge
Brief Description of Event:
Tractor will arrive at the moose 4pm there will free will offering spaghetti! garlic toast dinner and games and prizes for kids-side music playing

Has this event been held in another location? YES NO

If yes, please provide the following:

Last event/s Location: _____
Date: _____ Contact Name and Phone: _____

Section 3 – Event Features

Will there be an admission charge? Yes No

If yes, Printed ticket count: _____ Tickets for presale count: _____

Will there be entertainment? Yes No = Just a singer on the party!
no music on the street itself

If yes, please attach an itemized complete list of all entertainment.

(A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized by the City Administrator.)

Will merchandise and/or food items be sold? Yes No

If yes, please attach a complete list of vendors.

(Each vender must have all valid permits and license to sell their product)

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

What type of advertising/promotion will be done prior to the event?

(Attach all promotional material.)

Radio: Yes No What Stations? _____

TV: Yes No What Stations? _____

Fliers/Posters: Yes No How many? ¹⁰⁺²⁰ _____

Press Releases: Yes No How many? _____

Newspaper Ads: Yes No What publication? _____

Is any other promoter/producer assisting you with your event? Yes No

Name of Promoter and Promotion Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Will the event include any of the following? (Indicate on site plan and/or vendor list)

Tents or Canopies: Yes No

Number of Tents: _____

(Tents require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics: Yes No

(Fireworks or Pyrotechnics require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics Production Company's name: _____

(A copy of the Production Company's License and Insurance is required with this application, only if fireworks or pyrotechnics are being requested for this event.) *A separate bond may be required for this event.

Require permits from the City of Mandan

Any person for on- or off-sale alcoholic beverage licensee desiring to conduct a public beer garden shall make application for a special permit to do so to the board, 30 days in advance of the proposed event.

Temporary Fencing: Yes No

Provide accurate dimensions of fenced area on site plan along with the site plan.

Company Contact Name: _____

Contact phone: _____

Restroom Accommodations: _____

Number of required portable toilets: _____

Approved By: _____ Date Approved: _____ Initials: _____

Placement of sanitary toilet facilities must be on site plan.

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

Attach a copy of the letter from the Custer Health that indicates the site plan has been reviewed and the required number of proper sanitation facilities is attendance.

Company Contact name: _____
Contact phone: _____

Electrical Services/Generators Yes No
Generators must be separated from tents by a minimum of 20' and shall be isolated from contact by fencing or other approved means.

Company Contact name: _____
Contact phone: _____
Approved By: _____ Date Approved: _____ Initials: _____

Carnival/Amusement Rides: Yes No
A separate permit from the Fire Department may be required.

Company Contact name: _____
Contact phone: _____
Bonded and Insured Amount: _____
Approved By: _____ Date Approved: _____ Initials: _____

Signs / Banners Yes No
Company Contact name: mcquades distributing/jeromes
Contact phone: 701-258-6330 / 701-223-6850

Approved By: _____ Date Approved: _____ Initials: _____

Inflatables Yes No

Company Contact name: _____
Contact phone: _____
Bonded and Insured Amount: _____
Approved By: _____ Date Approved: _____ Initials: _____

Raffles

Will this event have a raffle? Yes No
If yes you must apply for a City Permit \$25 Raffle Permit *(Attach copy of State Gaming License if issued)*

Approved By: _____ Date Approved: _____ Initials: _____

Section 4 – Transportation

Does the event propose using, closing or blocking any of the following:
If yes, specify location and duration on site map.

- City Streets Yes No (Number of locations: 1 attach list of locations.) *111 W 1st Ave NE con to Alley*
- City Sidewalks Yes No (Number of locations attached list of locations)
- City Bus Stops Yes No (Number of locations attached list of locations)
- Public Parking Lots Yes No (Number of locations attached list of locations)
- Public Bicycle Parking Yes No (Number of locations attached list of locations)
- Multiuse Paths Yes No (Number of locations attached list of locations)
- City Alleys Yes No (Number of locations attached list of locations)
- City Right-of-Ways Yes No (Number of locations 1 attached list of locations)

Approved By: JUSTIN FROSTEN Date Approved: 7-1-2020 Initials: JF
(Section 4 must be approved by Mandan City Engineer, and be approved by the City Commission before the event)

Section 5 – Use of City Utilities

Will any City electric hookups be used? Yes No
Electric Location including amperage

Approved By: _____ Date Approved: _____ Initials: _____

Will any City water hookups be used? Yes No
Water Location(s)

Approved By: _____ Date Approved: _____ Initials: _____

Will waste water/gray water be generated? Yes No
If so, how will it be disposed?

Approved By: _____ Date Approved: _____ Initials: _____

CONDITIONED ON THAT THE APPLICANT IS RESPONSIBLE FOR PLANNING & EXECUTING TRAFFIC CONTROL THAT FOLLOWS THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. IF

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

Section 6 – Alcohol

Will there be alcohol at the event? Yes No

Will alcohol be given away? Yes No

Will the alcohol be sold? Yes No

Will the alcohol be donated? Yes No

Who is the alcohol being donated by or purchased through: _____

Is alcohol included in the admission price of the event? Yes No

Approved By: _____ Date Approved: _____ Initials: _____

If you answered Yes to any of the above, a City and State Liquor License will be required. Attach copy(s) of all liquor licenses with this application. (If a City Liquor License is needed please contact the City of Mandan's Finance Department to apply at Phone: (701) 667-3213)

Has the applicant/organization ever had a liquor license or event permit denied, revoked or suspended? Yes No

If yes, please explain:

How will attendees be identified as minors or age 21 and over?

alcohol will only be allowed on the pation where minor are not allowed also we will have wrist bands for over 21 to wear

Have the alcohol servers received training in sale/service of alcoholic beverages? Yes No

If yes, who provided the training: onl e

Date and time of most recent training: 2019

Request Mandan Police Server Training: Yes No

If yes provide a contact person and contact information::

Section 7 – Event Security

Are you requesting off-duty Mandan Police officers? Yes No

Number of personnel requested: _____

After reviewing the event application, the Chief of Police may require the use of the City of Mandan Off-Duty Police Officers for the event.

To schedule Off-Duty Police Officers, please call 701-667-3250.

Officers must be requested 2 weeks prior to any event and there will be a minimum of 4 work hours per officers per event at \$45 per-hour per officer.

Are you requesting private security? Yes No

Number of security personnel onsite: _____

Include security points and duties on event plans

The City of Mandan requires only security companies that are licensed and bonded in the State of North Dakota.

Security Company and Contact Info: _____

Attach a copy of Company's License

Section 8 – Emergency Medical Services

Are you requesting off-duty Mandan EMT's? Yes No

Number of personnel requested: _____

After reviewing the event application the Fire Chief may require the use of the City of Mandan Off-Duty EMT's or paramedics for the event.

EMTs or paramedics must be requested 2 weeks prior to any even and there will be the minimum of 4 work hours per employee per event \$35

Section 9 – Event Maintenance and Cleanup Plan Required

What is your trash removal and cleanup plan?

mandan moose will monitor the area and dispose of trash through out the event

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: _____

Contact Name: _____ Phone: _____

All costs for containers, dumping and the removing all trash are the responsibility of the applicant/promoter. The City of Mandan's property and or the event site must be returned to its original condition and all equipment removed or daily fees will be accessed.

Entertainment for the tractor trek/1st responder fundraiser will be side music no dance

11th Ave NE

1st St NE

12th Ave NE

12th Ave NE

1st St NE

*1st St NE
from up to alley*

1st St NE

1st St NE

1st St NE



Loyal Order of Moose

Turners

To Alley



Ten Spot Lanes



Tesoro



North Country Inn & Suites

11th Ave NE

E Main St



Dakota Farms

Dominos Pizza
Takeout • Delivery



10th Ave NE

Google

94

20-05 Moose Tractor Trk

Signature Page from City Officials and Department Heads

Fire Department Date

Police Department Date

Finance Department Date

Justin F... 7-1-2020

* Engineering Department Date

Public Works Date

City Administrator Date

Park District Designee Date

Date Approved by City Commission: _____

* SEE CONDITION ON PAGE #5.

20-05 Moose Tractor Test

Signature Page from City Officials and Department Heads

J Mandello ^{by} 6/23-20

Fire Department Date

[Signature], 06-23-20

Police Department Date

_____ / _____

Finance Department Date

Engineering Department Date

[Signature], 6-23-20

Public Works Date

_____ / _____

City Administrator Date

_____ / _____

Park District Designee Date

Date Approved by City Commission: _____

Lori Flaten

From: snardello@nd.gov
Sent: Wednesday, July 1, 2020 10:26 AM
To: Lori Flaten; Justin J. Froseth
Subject: RE: Moose Club

No objections here.

Sorry, I was gone a few days.

Steve Nardello, Fire Chief

701-667-7901
snardello@nd.gov
110 Collins Avenue
Mandan, ND 58554



From: Lori Flaten <lflaten@mandanpd.com>
Sent: Tuesday, June 30, 2020 7:51 AM
To: 'snardello@nd.gov' <snardello@nd.gov>; Justin J. Froseth <jfroseth@cityofmandan.com>
Subject: Moose Club

Any objections to the Moose's event permit?

Lori Flaten
Deputy Chief
Mandan Police Department



Old Business No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 30, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Sale of Lot 30A, Roughriders Estates Pioneer Replat

STATEMENT/PURPOSE: Evaluate and consider approval of a purchase agreement for Lot 30A, Roughriders Estates Pioneer Replat.

BACKGROUND/ALTERNATIVES:

The City has received an offer for the purchase of Lot 30A, Block 1 of Roughriders Estates Pioneer Replat. The list price for the property is \$1,500.

This property was the subject of competing offers, with the Board requesting the neighboring property owners to discuss and determine if an amenable solution could be reached.

Mr. Krein has rescinded his offer of \$2,100. Mr. Jorgenson, the property owner immediately in front of the subject property has provided a revised offer of \$800. The Jorgensen's original offer was \$1,500.

The property does not have a specials balance.

The buyer's intent is to expand their backyard.

Staff recommends accepting the offer by the Jorgensen's as shown in Exhibit 1 with line 68 to be marked buyer. While there is no specials balance, it is best to not leave anything unmarked on a purchase agreement.

ATTACHMENTS:

Exhibit 1 – Purchase Agreement from Mr. and Mrs. Jorgenson

Exhibit 2 – Map of Subject Property

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: Attorney Oster has reviewed and approved the purchase and sale agreement with the only change addressing line 68.

RECOMMENDATION: Engineering and Planning Department is recommending approval of the offer as shown in Exhibit 1 with line 68 marked buyer.

SUGGESTED MOTION: I move to approve the offer provided by the Jorgensen's as presented in Exhibit 1 with line 68 marked buyer.

EXHIBIT 1



PURCHASE AGREEMENT # 404311DS

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 06/30/2020 MLS Listing # 404311 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) Aaron Jorgensen has/have agreed to pay Eight Hundred and 00/100 Dollars (\$800.00) for the Property at: Street Address 30A Roughrider CI W City of Mandan County of Morton State of ND Zip 58554 Legally described as: Lot 30A, Block 1, Roughrider Est Pioneer Replat (5657A)

The sum of Five Hundred and 00/100 Dollars (\$500.00) from Buyer(s) by (Check one): Check Cash EFT/ACH as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or within 72 hrs of accepted offer, in the trust account of Oaktree Realtors, (Check one): Listing Buyer Broker or to be returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ _____ due on _____. Seller has the right to terminate this Agreement if earnest money is not received as agreed herein. Financing, if any, shall be as follows: (Check one): CONVENTIONAL FHA VA ASSUMPTION CONTRACT FOR DEED OTHER: cash purchase

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

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: AJ Date: 6-30-20 Seller(s) Initials: _____ Date: _____ (Rev 9/19)

PURCHASE AGREEMENT # 404311DS

PAGE 2



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

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

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

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

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

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

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

73 CLOSING AND POSSESSION: Closing shall take place on or before _____ 07/31/2020 Seller(s)
74 shall deliver possession and keys for Property at time of closing or on _____ 07/31/2020 Settlement fee to
75 be paid by (Check one): Buyer(s) Seller(s) Other: _____ Settlement and
76 commitment fees as defined by VA to be paid by the Seller on VA Financing. Buyer(s) agrees to allow the purchase price to be
77 part of the Multiple Listing Service database and grants permission to use of the information by MLS participants and related
78 government entities for comparable sales reports and statistics.

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

84 _____
85 (G) Others (must be specified in writing): _____

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

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

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

100 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,
101 including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller(s). If the Property is
102 destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer(s)'s
103 option, and the earnest money shall be refunded to Buyer(s).

104 Buyer(s) Initials: AS Date: 6-30-20 Seller(s) Initials: _____ Date: _____ (Rev. 9/19)

PURCHASE AGREEMENT # 404311DS



PAGE 3

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

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

112 SELLER(S) WARRANTIES:

113 Seller(s) warrants that building(s) is/are, or will be, constructed entirely within the boundary lines of the Property.
114 Seller(s) warrants that there is a right of access to the Property from a public right of way.
115 Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees; and
116 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days promptly preceding the closing, used in connection
117 with construction, alteration, or repair of any structure on, or improvement to, the Property.
118 Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law, ordinance, or
119 regulation for a condition that remains uncorrected, or any other notice from any governmental authority regarding the subject Property.
120 Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or
121 authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to
122 Buyer(s) promptly.
123 Seller(s) warrants that all appliances, heating, air conditioning, wiring and plumbing systems used and located on the Property
124 will be in working order on the date of closing, except as noted in the Property disclosure statement.

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

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

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

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

145 Buyer(s) (Check one) [] Elects [X] Declines to have a home warranty plan.
146 If elects, plan to be paid by (Check one) [] Buyer(s) or [] Seller(s) at a cost not to exceed \$ _____. Plan to be ordered
147 by (Check one) [] Listing Broker [] Selling Broker. Broker and/or agent ordering the plan may receive a processing fee for
148 services related to the purchase of a home protection plan.

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

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

155 Buyer(s) Initials: A Date: 6-30-20 Seller(s) Initials: _____ Date: _____ (Rev. 9/19)



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

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

174 Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) n/a (contingency completion date), all
 175 contingencies agreed to in items 1 through 15 below shall be addressed to completion. If Seller is obligated to provide
 176 documents to Buyer, the contingency completion date shall be extended so that Buyer has a minimum of 48 hours
 177 following receipt of all such documents within which to deliver notice of termination.

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

BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.	BUYER(S) INITIALS	SELLER(S) INITIALS
1. PROPERTY CONDITION STATEMENT: Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.		
2. INSPECTIONS: Buyer to complete inspections. 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) to 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) to provide copies of any insurance adjuster's reports for the previous _____ 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) to 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) to 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: AF Date: 6/30/20 Seller(s) Initials: _____ Date: 6/30 (Rev 9/19)



	BUYER(S) INITIALS	SELLER(S) INITIALS
10. RESTRICTIONS AND COVENANTS: Buyer(s) to obtain and review 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.		
11. MANUFACTURED HOME PARK: Buyer(s) to 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) to 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.		

183 **OTHER CONTINGENCIES:**

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

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

188 **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
 189 does not apply Buyer's obligation to purchase is contingent on closing of Buyer's property at (address)
 190 _____ Buyer(s) to provide written evidence within _____ days showing
 191 (that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of this Purchase Agreement.
 192 If Buyer(s) fails to provide such written evidence, the Seller(s), within _____ days following the deadline set forth in the previous sentence,
 193 may elect to terminate this Agreement, with earnest money to be returned to Buyer(s).

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

197 **SPECIAL CONDITIONS:**

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

200 **-Buyer acknowledges that the property has no access to or from a public right of way, waives the right to demand such**
 201 **access and acknowledges that the seller is under no obligations to provide such access.**

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

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

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

215 Buyer(s) Initials: AS Date: 6-30-20 Seller(s) Initials: _____ Date: _____ (Rev 9/19)



216 ~~DUAL AGENCY REPRESENTATION: Dual agency representation (Check one). Does Does Not apply in this transaction. If dual agency does not apply,~~
 217 ~~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~~
 218 ~~Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and~~
 219 ~~Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party.~~
 220 ~~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:~~
 221 ~~(1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless~~
 222 ~~Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared:~~
 223 ~~(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;~~
 224 ~~(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~~
 225 ~~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.~~

226
 227 Buyer(s) Signature Aaron Jorgensen Date _____ Seller(s) Signature _____ Date _____
 228
 229 Buyer(s) Signature _____ Date _____ Seller(s) Signature _____ Date _____

230 This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered and received by
 231 Buyer(s)'s Agent or Broker, or Buyer (if not represented) by (date) _____ at (time) _____ (Check one)
 232 am pm CT, or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed
 233 withdrawn and the Buyer(s)'s earnest money shall be returned.

234
 235 Buyer's Signature Aaron Jorgensen Date 6/30/14 Buyer's Signature _____ Date _____
 236 Aaron Jorgensen Address _____ Address _____
 237 _____
 238 City, State, Zip _____ City, State, Zip _____

ACCEPTANCE

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

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

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

247 Brokerage: _____ Telephone: _____ The
 248 undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s) Agent or,
 249 if the Buyer is not represented by an agent, to the Buyer.

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

251
 252 Seller's Signature _____ Date _____ Seller's Signature _____ Date _____
 253
 254 Seller's Name Printed _____ Seller's Name Printed _____
 255
 256 Seller's Address _____ Seller's Address _____
 257
 258 City, State, Zip _____ City, State, Zip _____

259 Marital status (REQUIRED by Title companies): _____

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

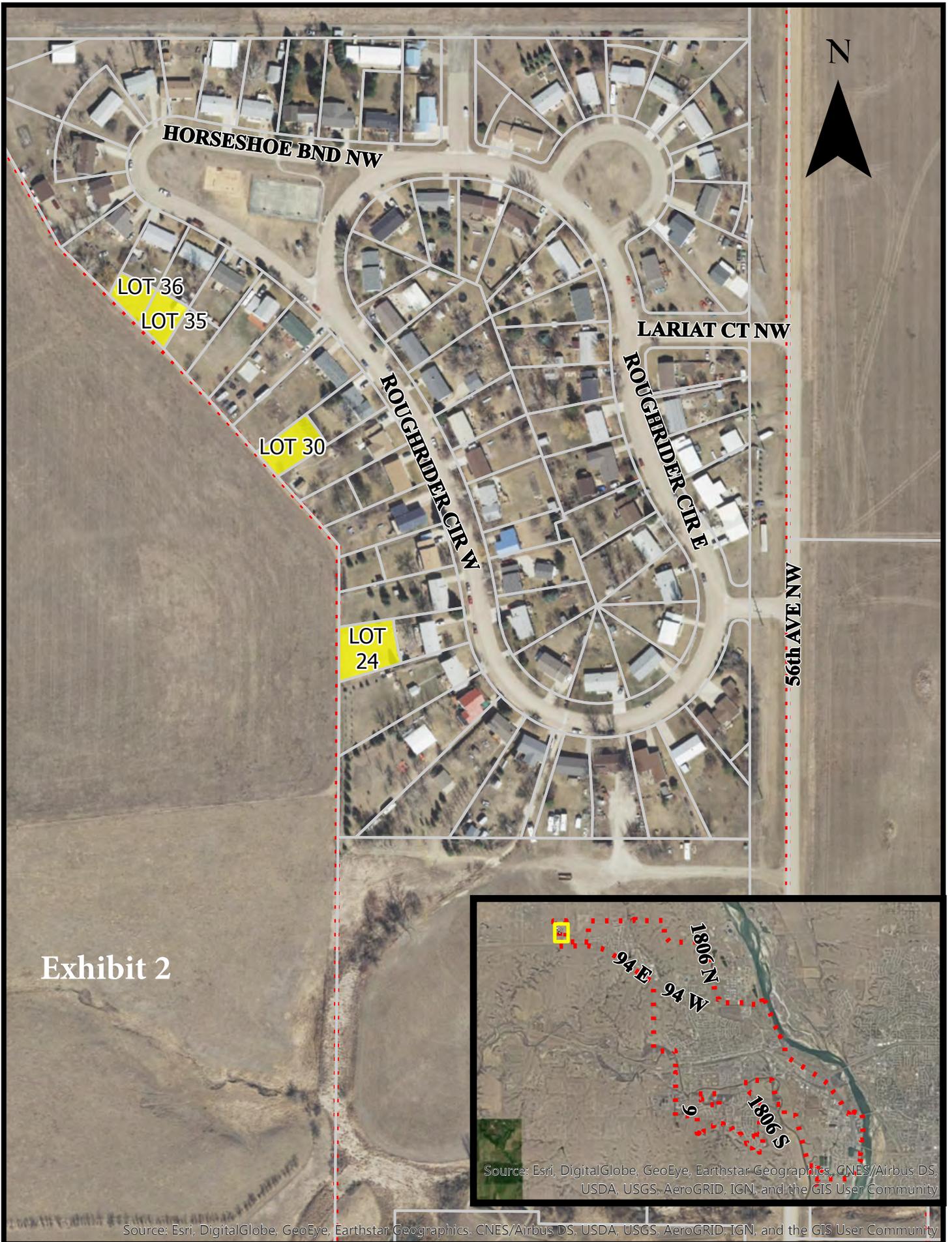
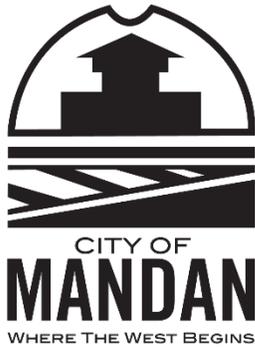


Exhibit 2



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 22, 2020
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Mandan Progress Organization Funding Request for 2 More Business Gift Card Promotions

STATEMENT/PURPOSE: To consider a Mandan Progress Organization (MPO) request for funding of two additional business gift card promotions to support businesses amid COVID-19 challenges.

BACKGROUND/ALTERNATIVES: Supported in part with funding from the Mandan Growth Fund, the MPO conducted a very successful series of online flash sales of business gift cards (and certificates) in late April and early May. All gift cards were worth \$30, but sold for just \$20, with a limit of 5 per customer per sale.

Funding from the Mandan Growth Fund (MGF) covered \$5 of the differential and participating businesses were asked to cover \$5 per gift card. In the end, four financial institutions came forward to sponsor the remaining gap so that the participating businesses came out whole.

The MGF Committee at a June 2, 2020, meeting expressed interest in supporting additional business gift card promotions. The MPO presented a proposal to the MGF at its June 22, 2020 meeting, for \$5,600 in funding to cover two additional blitzes with a series of four sales each involving 100 gift cards per sale. The funding request includes costs for credit card fees, marketing and administration. There was discussion during the MGF meeting about a possible fee for non-member participation. The MGF voted 7-0 to support the request with the condition that all Mandan businesses be allowed to participate without requirement for membership.

ATTACHMENTS: 1) Summary of April-May business gift card blitz, 2) MPO letter of request for two additional gift card blitzes.

FISCAL IMPACT: The Growth Fund has an unencumbered balance for economic development projects as of May 31, 2020 of approximately \$231,000. The request is for \$5,600.

STAFF IMPACT: Minimal.

LEGAL REVIEW: Assistant City Attorney Amy Oster has reviewed the request.

RECOMMENDATION: The MGF voted 7-0 to recommend approval of the MPO request for funding support of \$5,600 toward two additional Mandan business gift card promotions.

SUGGESTED MOTION: I move to approve the MPO request for funding support of \$5,600 toward two additional Mandan business gift card promotions.

Mandan Gift Card Blitz Recap

Event Date(s): April 27, April 30, May 4 and May 7

Event Details: The Mandan Gift Card Blitz featured gift cards from 37 local business on a single site for purchase by the public. Each card was valued at \$30 but sold at \$20. The Mandan City Commission unanimously approved supporting the event with Growth Fund dollars at \$5 per card sold plus the cost of credit card processing fees and \$100 in marketing for each blitz.

Additionally, four banks sponsored each event at \$500 to make up the remaining balance paid to the businesses. Starion Bank, Dakota Community Bank, Security First Bank and American Bank Center were the sponsors. Each event was limited to 100 total cards sold and the last two sales there was limit of 10 cards per business. We asked purchasers to limit their buy to 5 cards each sale.



Event Marketing: An email was sent to MPO members, a Facebook event was created, a press release was sent to local media and the City of Mandan shared the event on their website and social media sites. Facebook boosts were also created and expensed.

Event Expenses: There was no expense to the participants or MPO.

Event Results: \$8400 in gift cards were sold, which is equal to 420 cards. While we attempted to limit each sale to 100, it was difficult to stop the site at exactly 100 sold each time, hence the overage. Credit card fees amounted to \$279.00 and event advertising was \$123.28 on Facebook. 6,269 people were reached through the ads and 166 of them clicked on it.

Gift Card Sales:

- 3 Elements Massage Therapy – 3*
- Balancing Goat Coffee Co. - 43
- Bennigan's - 52
- Beyond the Blooms – 25*
- Black Lions – 7*
- Buffalo Commons Brewing Company – 11*
- Cake Dreams – 11*
- Cappuccino on Collins - 16
- Classic Rock Coffee – 22*
- Copper Dog – 33*
- Corral Sales RV Superstore - 5
- Curvy Flamingo - 13
- Dakota Farms - 6
- Dickey's Barbecue Pit - 34
- Express Yourself Salon & Spa – 1*
- Grand Junction Grilled Subs – 27*
- Hirsch Florist - 7
- Huntington Books – 1
- Latidot Scoop & Gift Shop – 2*
- Mini Gym – 2*
- Ohm's Café – 7*
- Prairie Patriot Firearms Training - 1
- Rolling Hills Restaurant – 4*
- RuLissa Boutique & More – 9*
- Sewing Machines Plus - 5
- Susie Q's Craft Emporium & Dakota - 15
- The Golden Comb Day Spa & Salon - 3
- The Paddle Trap – 33*
- The Studio: Wellness Community – 2*
- Thomas & Moriarty's – 20*

*Non-Member



June 17, 2020

Mandan City Commission
& Mandan Growth Fund Committee
205 2nd St NW
Mandan, ND 58554

Dear Commissioners and Committee members,

Thank you for supporting the Mandan Progress Organization's premiere Gift Card Blitz. The Blitz featured gift cards and certificates all valued at \$30, but sold for \$20. Four sales were held and each event ended progressively sooner. The last Blitz lasted just seven minutes before 100 cards were purchased.

Your investment in this event supported 37 local businesses, lead to \$12,600 in purchasing power, and attracted 6,269 viewers via social media. The Gift Card Blitz's initial success has prompted us to host the series again in support of Mandan merchants.

I am requesting funding support from the Mandan Growth Fund to pay for this activity. In addition to financial support from the Mandan Growth Fund, we will seek sponsorship support to further fill the gap between the gift card sales price and value.

Here is a breakdown of costs associated with a single Gift Card Blitz sale date:

Gift Card Underwriting (\$5 per card)	\$500.00 (or actual cost)	
Credit Card Processing Fees	\$85.00 (or actual cost)	
Administration Fee	\$65.00	
Marketing & Promotion	<u>\$50.00</u>	
Total Cost	\$700.00 per Blitz	Cost of 2 Gift Card Blitzes (8 sale dates): \$5600.00

Two successful Gift Card Blitzes will generate \$24,000 in local sales, cost participating businesses \$0.00 and produce a return on the Commission's investment of 239%. Our request is for \$5600.00, enough to cover two Gift Card Blitzes that include eight sales dates. The first to be held between July and August and the second October-November.

We learned a few things after hosting our first event and have made modifications to make sure all participating businesses have the chance to benefit from the Blitz. This includes capping the number of cards sold per event to 10 per business so the 100-card limit extends to more companies.

We appreciate the City of Mandan's consistent and continued support of the Mandan Progress Organization, local businesses and community and are grateful for your consideration.

Regards,
Dot Frank, Executive Director



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 23, 2020
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Proposal for Mandan Strong Business Match Program

STATEMENT/PURPOSE: To consider a Mandan Growth Fund (MGF) Committee recommendation for creation of a Mandan Strong Business Match program to help small, locally-owned businesses challenged by reduced revenues due to COVID-19 become more innovative and resilient.

BACKGROUND/ALTERNATIVES: At MGF meetings held May 12 and June 2, the committee received findings from Bismarck-Mandan business surveys about the impacts of COVID-19 as well as samples of assistance programs being offered in other states and cities in North Dakota. At the June 2 meeting, the committee instructed staff to develop a proposal for an innovative grant program to assist businesses impacted by the virus.

The MGF committee met June 22 to review the proposal. Staff also had apprised the committee about a new plan by the N.D. Department of Commerce to use \$69 million of federal funding for the state's COVID-19 response for a N.D. Economic Resiliency Grant Program. The program would provide grants of up to \$50,000 per business for investments in personal protection equipment (PPE), supplies and other improvements for the safety of employees and customers. The N.D. Emergency Commission approved the request on June 18. It will be considered June 25 by the Legislative Budget Section.

Although there were some who thought a local COVID-19 business assistance program may not be needed in light of the unanticipated state program, the majority of committee members concurred there were enough differences to proceed. Noted distinctions include: 1) that the proposed state program requires that a business demonstrate financial viability prior to the Coronavirus pandemic. Commercial lenders participating in the meeting noted that start-up businesses may not yet have been operating at a profit, so may have difficulty meeting this parameter and could potentially survive with assistance, 2) that the

proposed local program offers assistance for other strategies related to innovation, adaptability and diversification. The committee discussed various parameters of the proposed local program in great detail including whether to structure as a grant or forgivable loan, plus eligibility and accountability provisions. They weighed concerns and rights of taxpayers and business needs in making their recommendation.

ATTACHMENTS: 1) Proposal for Mandan Strong Business Match Program, 2) Draft Application for Mandan Strong Business Match Program

FISCAL IMPACT: The Growth Fund has an unencumbered balance for economic development projects as of May 31, 2020 of approximately \$231,000. The recommendation would earmark \$75,000 of this funding for the proposed program through approximately the end of October and likely no later than the end of 2020. Any unused funds would return to an uncommitted status after the last application round and/or the closure of any outstanding projects.

STAFF IMPACT: Minimal.

LEGAL REVIEW: Assistant City Attorney Amy Oster has reviewed and assisted with the proposal and accountability provisions to assure we have appropriate supervisory controls in place related to adherence to the public purpose of any business incentive.

RECOMMENDATION: The MGF voted 4-2 (with three members absent) to recommend approval of the proposed Mandan Strong Business Match Program.

SUGGESTED MOTION: I move to approve the proposed Mandan Strong Business Match Program.



PROPOSAL

As recommended
6/22/20

“MANDAN STRONG” BUSINESS MATCH

For Innovation, Adaptability & Diversification

Purpose

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

Overview & Procedures

1. Matching funds in the form of a forgivable loan will be offered at a maximum amount of \$3,000 per business seeking to strengthen its business model. A 1:2 match by the applicant is required. In other words, to receive \$3,000 for a project, the applicant will need to commit to an investment of \$1,500 in the project, too.
2. Examples of projects include but are not limited to:
 - a. development of an online presence such as e-commerce websites or social media sites,
 - b. the addition of technology or digital programs to broaden or otherwise enhance customer service and product delivery options,
 - c. creation of outdoor seating spaces, and
 - d. the addition of other products or services to attract more customers or generate more repeat business.
3. The maximum amount allocated from the MGF for the program is \$75,000. The maximum allocation will only be met if enough businesses apply and qualify for the program.
4. Applications received before Monday, July 27, 2020, will be considered in a first round of funding. If funding remains, an additional application round will be held with a deadline of Sept. 14, 2020.
5. Submit applications to the City of Mandan Business Development and Communications Department to Ellen Huber at ehuber@cityofmandan.com or mail/deliver to the department at City Hall, 205 Second Ave NW, Mandan, ND 58554.
6. Tentative schedule for application review:
 - a. Round one applications to be considered by the MGF Committee at a meeting in late July or early August with recommendations forwarded to the City Commission for final consideration by Aug. 18, 2020.
 - b. Round two applications to be considered by the MGF Committee at a meeting in late September with recommendations forwarded to the City Commission by Oct. 6, 2020.
 - c. Upon action by the Mandan City Commission and signature on a promissory note, approved applicants will receive 75% of funding. The remaining 25% will be provided after submitting receipts demonstrating correct use of funds and applicant matching

dollars within 90 days of application approval to the City of Mandan Business Development Office. Completion of a W-9 form is also required.

- d. Funding will be structured as an interest-free loan and forgiven as long as the business remains open 12 months after funding approval.
7. Financial information prior to and following COVID-19 business restrictions collected from applicants will be exempt from public disclosure in accordance with N.D.C.C. § 44-04-18.4(5)(b).
8. Subject to consideration by the City Commission at a July 7, 2020, meeting, the requirement to install an automatic door for recipients of a business incentive from the City of Mandan may be exempted for the grant or award of funds of less than \$5,000.

Eligibility

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

Evaluation Criteria

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



“MANDAN STRONG” BUSINESS MINI MATCH APPLICATION

For Innovation, Adaptability & Diversification

1. Name of Business: _____
2. Business Street Address: _____
3. Business Mailing Address (if different): _____
4. Business Principals: _____
5. Year Business Established: _____
6. Total number of employees on payroll at your Mandan location: _____
 - a. Full-time as of March 1, 2020: _____ Full-time present: _____
 - b. Part-time as of March 1, 2020: _____ Part-time present: _____
 - c. Seasonal as of March 1, 2020: _____ Seasonal present: _____
7. Were you forced to cease or drastically change business operations because of an executive order? Yes No
8. Did you voluntarily close your business? Yes No
9. Did you restrict public access to your business? Yes No
10. What is your current business operation model and how does this compare to normal?

11. What impacts has the pandemic had on your business? Include employment, supply chain restrictions and other repercussions. *Note: Q20 specifically asks about financial impacts.*

12. Amount of Funding Requested: _____

13. Total Project Cost: _____

14. Intended Use of Funds (please attach cost estimates or proposals from service providers or vendors as applicable):

15. Please describe the innovation, adaptation, or diversification proposed to make your business more resilient and explain how and to what extent you believe it will be effective.

16. Have you applied, or do you expect to apply, for the N.D. Smart Restart Resiliency Grant through the N.D. Department of Commerce? Yes No

a. If yes, what amount did you apply for? _____

b. Please explain the purpose of the request:

Financial information prior to and following COVID-19 business restrictions collected from applicants will be exempt from public disclosure in accordance with N.D.C.C. § 44-04-18.4(5)(b).

17. Did you apply for federal aid through the SBA Payroll Protection Program or Economic Injury Disaster Loan? Yes No
a. If yes, were you approved? Yes No
b. If no, why? _____
18. Are you current with rent (if applicable)? Yes No
(if no, amount more than 60 days past due): _____
19. Do you have any outstanding loans or debts that are past 60 days due? Yes No
(if yes, please indicate the amount): _____
20. Please describe the financial impacts of COVID-19 on your business. Include current sales as compared to year-ago data if available. For businesses less than 1 year old, you may include data from prior months in 2020. Supporting documentation is helpful.

Applicant Signature: _____

Date: _____



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: July 2, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Recycling Contract Waste Management (WM)

STATEMENT/PURPOSE: To consider renewing the recycling contract with Waste Management

BACKGROUND/ALTERNATIVES: The original recycling contract was with Dakota Sanitation was for five years with an opportunity for an extension. WM subsequently purchased Dakota Sanitation and became our contractor for the pick up and disposal of recyclable materials. The contract is similar to the previous contract with the exception in pricing and the addition of a fuel surcharge should the price of diesel rise above \$4/gallon, see section V(e).

Term: 5 years beginning Jan. 1, 2021 thru Dec. 31, 2025, with possible 3 year extension
Services: Single sort, once every two week pick up
Fee: 2021 - \$5.95/month, increase by 7% per year (by the end of year 5, rate would be comparable to rate charged to City of Bismarck) The first year increase is \$1.00 more than the 2020 rate.

If the recycling contract were to be terminated, there would be an additional cost for residential pick up. If we average 100 tons of recycle per month = 1,200 tons per year. To dispose at Bismarck Landfill would add approx. = \$55,320 plus (\$46.10/ton x 1,200 tons) a per load charge of \$7,000 (1,200 tons / 6 tons per truck = 200 truck trips @ \$35/trip). There may be additional costs as residents may want collection sites for recycling which also has a cost, and common recycle sites generally are not that effective as they become a dumping ground and also the loads are at higher risk for contamination. Should the contract be terminated, there may be requests for additional totes as residents currently have one for recycle and one for other trash.

ATTACHMENTS: proposed contract with WM

FISCAL IMPACT: To extend the contract would cost an addition \$1/month first year and increase by 7% each year thereafter. If the contract were terminated, there would be an additional cost for disposal.

STAFF IMPACT: n/a

LEGAL REVIEW: Attorney Brown has been involved in the drafting of this contract.

RECOMMENDATION: Options to consider would be:

- 1) Extend the terms of the contract with WM for an additional 5 years
- 2) Table the discussion until we are further into the 2021 budget preparations
- 3) Rebid the service
- 4) Not renew or in essence terminate the contract

SUGGESTED MOTION:

**CONTRACT FOR COLLECTION, TRANSPORTATION AND PROCESSING
OF RESIDENTIAL SINGLE-SORT RECYCLING FOR THE CITY OF MANDAN, NORTH DAKOTA**

This Contract for Collection, Transportation and Processing of Residential Single-Sort Recycling for the City of Mandan, North Dakota (the "Agreement") is entered into on _____, 2020 (the "Effective Date"), by and between the City of Mandan, a municipal corporation created under the laws of the State of North Dakota ("City"), and Waste Management of North Dakota, Inc. ("WM"), a Delaware corporation.

Recitals

- A. The City desires to provide its citizens with environmentally sound single-sort recycling collection and processing;
- B. WM and its affiliates have extensive experience in providing single-sort recycling collection and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential single-sort recycling materials according to the terms and conditions contained herein.
- D. This Agreement is a renewal of an Agreement dated September 15, 2015 between the City and Dakota Sanitation, Inc. WM has succeeded to the rights of Dakota Sanitation, Inc. in said Agreement.

Agreements

I. DEFINITIONS

- a. Acceptable Recyclables or Acceptable Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- b. Residential Unit – shall mean a dwelling within the corporate limits of the City and shall include individual apartment and condominium units within Apartment Buildings.
- c. Apartment Building– shall mean a dwelling within the corporate limits of the City with more than four (4) individual dwellings.
- d. Active means a residential unit that is currently being billed by the City for recycling services.

II. TERM

The Term of this Agreement shall be for five (5) years commencing on January 1, 2021 and expiring December 31, 2025 and may be renewed for an additional three (3) year term upon written mutual agreement of both parties.

III. SERVICES

- a. WM shall furnish, at its sole cost and expense, the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Recycling Services to all Residential Units. As part of the Service, WM shall:
 - i. Cart Supply. Each Residential Unit will be provided one (1) 96-gallon cart for Acceptable Recyclables. No additional carts will be available for Residential Units. Each participating Apartment Building will be provided with a mutually agreed number of 96-gallon cart(s) for Acceptable Recyclables. The carts and equipment WM may furnish to Residential Units and the City shall remain WM's property.
 - ii. Acceptable Recycling Materials Collection Frequency, Days and Times. Acceptable Recyclable Materials shall be collected every-other-week (EOW) from each Residential Unit. Collections shall occur during ordinary hours but in no instance earlier than 6:00 A.M. All carts must be

placed at the curb for collection no later than 6:00 A.M. on the scheduled day of collection with all recyclable material contained within the cart. Recyclable materials within the cart must not be placed into plastic bags.

- iii. Exclusions from the Service. Notwithstanding anything to the contrary herein, the Service shall not include solid waste, yard waste collection, bulk or white goods collection, construction or demolition waste collection, or commercial businesses.
- iv. Transportation and Processing. WM shall transport Acceptable Recyclable Materials to a licensed and permitted Materials Recovery facility (MRF), which processes single-sort recyclable materials. .
- v. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on or before a regularly scheduled Service day, the Service will be performed on the next day.
- vi. Cart Replacement. WM shall replace at no charge to the City or Residential Units, or Apartment Buildings, any cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a cart is lost, stolen, damaged, or destroyed through no fault of WM, the Residential Unit or Apartment Building shall be responsible to compensate WM for the replacement of such cart. Each Residential Unit or Apartment Building shall be billed separately for such replacement cost of sixty dollars (\$60.00) per cart.

b. Recycling Education. WM shall provide recycling education material to the City to be used on the City’s website or social media feed. The WM Public Sector Representative, schedule permitting, will perform recycling talks to City Community Clubs if requested.

c. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances.

d. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.

e. Complaints and Missed Pick-Ups. All complaints as to WM’s provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events.

f. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.

g. Exclusive. The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees to not allow anyone other than WM to engage in the collection of residential single-sort recycling collection, at the curb, within the City.

h. City Buildings. WM agrees to collect single sorted recyclable materials from each of the City Buildings for recycling at no additional charge. “The City sites may include but are not limited to : City Hall building, Public Works building, Library, All fire stations, Mandan Police Department, Airport, Water Treatment Plant, Waste Water Treatment Plant, Grounds Maintenance and Landfill offices”.

IV. COLLECTION POINTS AND ADJUSTMENTS

The Cart count at the commencement of this Agreement hereunder is [8,107] Residential Units and Apartment Building carts. Each month, prior to billing, the City shall provide WM a list of active Residential Units with Carts.

V. FEES AND PAYMENTS

a. Service Fee per Residential Unit and Apartment Buildings. The fees to be paid by the City for each Residential Unit to WM hereunder are based on the collection of one (1) Acceptable Recyclable Materials Cart per Residential Unit, placed at the curbside, at the frequency identified in this Agreement and the collection of the agreed number of Carts located at Apartment Buildings. Apartment Buildings may have more than one cart per location placed at the curbside, at the frequency identified in this Agreement provided they are accessible for collection with an automated collection truck. Residential Units cannot share carts unless located within an Apartment Building. The fee per each Cart shall be five dollars and ninety-five cents (\$5.95) per month (“Monthly Fee”). The monthly fee paid to WM by the City shall be calculated based upon the current Residential Unit count (not located in an Apartment Building) plus the number of carts located at Apartment Buildings at the time each invoice is generated, times the Monthly Fee [e.g., Number of Residential Units not located within an Apartment Building plus the number of carts at Apartment Building times the Monthly Fee = Monthly Invoice Amount], and regardless of whether the Unit(s) utilizes the services.

b. Annual Rate Adjustment. After the first year of the Term, the monthly fees per Residential Unit and Apartment Building carts shall be increased on January 1, and each succeeding January 1 of this Agreement, by seven (7%) percent.

c. Invoices and Payment. Invoices shall be submitted by WM to the City for Services on a monthly basis. The City shall have forty-five (45) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than forty-five (45) days beyond the due date. WM reserves the right to suspend service to any Residential Unit or Apartment Building that fails to make monthly payments to the City for Services.

d. Changes in Law. Notwithstanding anything to the contrary in this Agreement, WM shall be entitled to pass through to, and collect from, the City any additional collection, transportation or processing costs, tipping fees, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation and processing of recyclables.

e. Fuel Table. All service fees are subject to a monthly fuel surcharge when diesel fuel reaches a price of \$4.00 per gallon (see table below).

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$4.00	0 Percent
\$4.00 to \$4.24	2 Percent
\$4.25 to \$4.49	3 Percent
\$4.50 to \$4.74	4 Percent
For each additional \$0.25 the fuel surcharge will increase by 1 Percent	

The published index for determining monthly diesel fuel prices will be the Department of Energy’s (DOE) “Weekly Retail On-Highway Diesel Prices” for the Midwest region. The price published for the first Monday of the month will be used as that month’s diesel fuel price. The prices can be viewed at the DOE’s website: <http://www.eia.gov/petroleum/gasdiesel/>.

VI. DEFAULT AND TERMINATION

Except as otherwise provided in the *Force Majeure* provision of this Agreement, the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VII. FORCE MAJEURE

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. INDEMNIFICATION

a. The City agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, its Residents, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. WM agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

IX. MISCELLANEOUS PROVISIONS

a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its

officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.

b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.

c. Insurance. WM shall maintain, at its own cost and expense, adequate insurance policies from licensed carriers covering the Services, including, but not limited to, Commercial General Liability and Commercial Automobile Liability policies.

d. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

e. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

f. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

g. Choice of Law. This Agreement shall be governed by North Dakota law, without regard to choice of law rules.

h. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.

i. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date indicated above.

Waste Management of North Dakota, Inc.

City of Mandan, North Dakota

Signature: _____

Signature: _____

Printed

Printed

Name: Chuck Rynda

Name: _____

Title: Vice President – Asst. Secretary

Title: _____

Exhibit A
Single-Sort Recycling

The list of items below represents the current materials currently being accepted by WM as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables (“Recyclables”)	Unacceptable Materials
Aluminum food and beverage containers (cans)	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, with caps left on container	Light Bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics, Porcelain
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Scrap metal
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—with caps left on	Plastics unnumbered
Newsprint and inserts, envelopes	Plastic bags, plastic films, plastic wrap, miscellaneous scrap plastic
Old corrugated cardboard (flattened)	Coat hangers, garden hose
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	Foam Cups and Containers
Printer paper and copier paper	Electronics, Batteries, household hazardous waste
All other office paper without wax liners, envelopes	Sharps (needles)
Dairy and juice cartons	*Other items not deemed acceptable

- i. Additional Specifications
 - a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
 - b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
 - c. All aerosol cans must be empty with less than 5% content
 - d. All plastic containers must be empty, caps left on; less than 5% food debris.
 - e. All Fiber must be dry and free of food debris and other contaminating material.
 - f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

- ii. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:

- a. Materially impair the strength or the durability of the WM's structures or equipment;
 - b. Create flammable or explosive conditions in WM's facilities;
 - c. Contain dry cell batteries of lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.
- iii. If loads of the mixed recyclables materials do not meet WM's specifications for acceptable recyclables or are otherwise not properly segregated from the waste, WM shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the City, Commercial Unit or Residential Unit.
- iv. Upon written notice to the City, WM may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 30, 2020
SUBMITTING DEPARTMENT: Mandan Progress Organization
DEPARTMENT DIRECTOR: Del Wetsch
PRESENTER: Del Wetsch, Executive Directors
SUBJECT: Consider approval of City funding requests from the Mandan Progress Organization

STATEMENT/PURPOSE: To consider approval of funding from the City of Mandan grant applications.

BACKGROUND/ALTERNATIVES: Organizations submitting funding requests need to provide criteria of how City monies are spent and the impact the event has on the Mandan community. Funding needs to add to the economic and well-being of the community and increase the quality of life for its citizens.

ATTACHMENTS: MPO letter from the Board of Directors submitted for the approval of funding applications and applications.

FISCAL IMPACT: Provides organizations the ability to bring new events to the community and assist in keeping established events a continued growth which allows for the betterment to the citizens of Mandan and its visitors. Provides a basis for an economic impact on the business community and for citizens and its visitors a quality of life. Grant monies are awarded divided between 50% in Mandan Bucks and 50% in a check. Money is derived from the 1% city sales tax fund and it is budgeted at \$20,000 for the year.

STAFF IMPACT: 5 hours of prep work and meeting time to review applications.

LEGAL REVIEW: Funding Committee consisting of members from the MPO Board of Directors makes recommendations the MPO Board for approval and then is presented to the Mandan City Commission for final approval.

RECOMMENDATION: Accept the funding applications submitted by the MPO Funding Committee and approved at the June 17, 2020 Board of Directors meeting.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2020

Subject: Consider City funding requests from the Mandan Progress Organization

Page 2 of 2

SUGGESTED MOTION: I move to approve the following organizations amounts approved by the MPO Funding Committee and Board of Directors.

411 West Main Street,
Mandan, North Dakota 58554

For More Information,
701-751-2983
www.mandanprogress.org



To: Greg Welch and Board of City Commissioners

Fr: Del Wetsch MPO Executive Director

Re: City Funding Request Grants

The Mandan Progress Organization Funding Committee met on May 12th, 2020 and reviewed 14 applications submitted for assistance in funding provided by the city of Mandan's advertising budget to organizations which work toward the betterment and enhance the quality of life in the community.

The funding recommendations are based upon information supplied from the grant application provided by the MPO. Criteria are based on the following 1. Number of times applying, 2. value of the event to the community, 3. quality of the event, 4. Number of spectators event draws, 5. If event is new to the community. A point system is used to grade the event. This year we designed a new application and grading system for applicants.

Each year the city sets aside \$20,000 from the city's advertising budget to promote events in the city. The sum is awarded 50% cash check and 50% in Mandan Bucks.

The MPO Board of Directors approved the applications and amount of funding on May 20th and are recommending the distribution of funding to the organizations after approval of the city commission.

We have reached out to the applicants to see if their events are still scheduled and we have omitted those and allotted no funding to those that have canceled.

See attached sheet for organizations and the amount funded for each group.

Del Wetsch

Executive Director Mandan Progress Organization

MAKING A DIFFERENCE!



2020 Grant Funding

	Total Points	Placement	Amount	
Horse and Saddle Club	126	11	\$ 1,000	
Mandan Historical Society	107	13	\$ 450	
Railroad Museum	107	12	\$ 500	
Musician's Association	134	8	\$ 2,500	
Parade	183	2	\$ -	Cancelled
Dacotah Speedway	152	6	\$ 2,500	
OktoberFest	131	9	\$ 1,000	
Main Event/ Buggies N Blues	155	5	\$ 5,000	
Art in the Park	182	4	\$ -	Cancelled
Mandan Rodeo	183	3	\$ 2,500	
Friends of Ft. Lincoln	96	15	\$ 300	
Heritage Plaza	129	10	\$ 750	
Touch a Truck	186	1	\$ -	
Mandan Baseball Babe Ruth Tourney	140	7	\$ 1,500	
Wrestling Club	101	14	\$ -	
Drive In Movie Night			\$ 2,000	New
			\$ 20,000	



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 26, 2020
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Application for Property Tax Exemption for Improvements to Commercial & Residential Buildings North Dakota Century Code 57-02.2

STATEMENT/PURPOSE: To consider a three year exemption improvements to residential buildings pursuant to North Dakota Century Code 57-02.2.

BACKGROUND/ALTERNATIVES: Steven Rudolph is applying for a three year exemption for renovation of structures located at 209 6th Avenue NE. This property consists of 1918 house, 1942 house and a 1991 detached garage. Renovations include replacing plumbing, electrical, sheet rock, remove lathe and plaster, boiler, baseboard heat windows and shingles.

ATTACHMENTS: Application, 2015 City of Mandan Guidelines for Property Tax Exemption of Improvements to Commercial & Residential Buildings

ESTIMATED FISCAL IMPACT: The value of the renovations are estimated to have a value of \$80,000. Based on that amount, with the 2019 mill levy of 265 mills, the estimated exemption is \$955.76 for all taxing entities and \$228.74 for the City of Mandan. The actual exemption will be subject to prevailing market values and actual mill rates during the three-year exemption period.

STAFF IMPACT: N/A

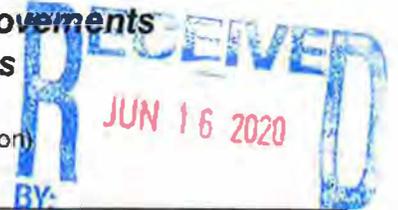
LEGAL REVIEW: Reviewed by City Attorney Malcolm Brown.

RECOMMENDATION: Approval of the Application for Property Tax Exemption for Improvements to Commercial & Residential Buildings North Dakota Century Code 57-02.2 located at 209 6th Avenue NE.

Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)



Property Identification

1. Legal description of the property for which exemption is claimed Lot 2 Block 28 Mandan Proper OT

2. Address of Property 209 6TH AVE. N.E.

3. Parcel Number 65-2575 000

4. Name of Property Owner STEVEN RUDOLPH Phone No. 701-425-9431

5. Mailing Address of Property Owner 209 6TH AVE. N.E. MANDAN N.D.

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). REPLACE PLUMBING, ELECTRICAL, SHEET ROCK, REMOVE PLASTER/LATH, BOILER, BASEBOARD HEAT, WINDOWS, SHINGLES

7. Building permit No. _____ 8. Year built (residential property) 1918 1942

9. Date of commencement of making the improvements NOW

10. Estimated market value of property before the improvements \$ 100,000⁰⁰

11. Cost of making the improvement (all labor, material and overhead) \$ 30,000⁰⁰

12. Estimated market value of property after the improvements \$ 180,000⁰⁰

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Steven Rudolph Date 6-16-2020

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization Kimberly Markley Date 6-25-2020

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20 __, 20 __, 20 __, 20 __.

Chairperson _____ Date _____



City of Mandan
Assessing Department
205 2nd Ave. NW
Mandan, ND 58554
701-667-3232

CITY OF MANDAN GUIDELINES FOR PROPERTY TAX EXEMPTION OF IMPROVEMENTS TO COMMERCIAL & RESIDENTIAL BUILDINGS

State Guideline Requirements: N.D.C.C. 57-02.2

1. The governing body of the county, for property outside city limits, or the governing body of the city, for property within city limits, must pass a resolution to allow the exemption.
2. The governing body may limit or impose conditions upon exemptions, including limitations on the length of time during which an exemption is allowed, not exceeding five years. The requirements must be applied equitably to all applicants.
3. The exemption is valid for the prescribed period and does not terminate upon the sale or exchange of the property. It is transferable to subsequent owners.
4. The resolution may be rescinded or amended at any time by the governing body of the county or city.

Improvements that Qualify:

5. Improvements to commercial or residential buildings or structures by renovation, remodeling, alteration or an addition to residential may qualify for exemption:
 - a. Renovation- Restoring to a previous condition or to a good state of repair.
 - b. Remodeling- Changing the plan, form or style of a building, to correct functional deficiencies.
 - c. Alteration- Changing, modifying or varying; changing materially.
 - d. Addition- A structure attached to an existing building to increase its size.
6. A residential building must be 25 years old or older on the assessment date to qualify for the exemption. This provision does not apply to commercial buildings.
7. The renovation, remodeling or alteration of an apartment or residential building into a commercial building or structure is eligible for exemption, whether or not the apartment or residential building is 25 years old. However, if a commercial building is renovated, remodeled, or altered into an apartment or residential building, the commercial building must be 25 years old or older to qualify for the exemption.

Improvements that Do Not Qualify:

8. Improvements begun before the governing body passed the resolution do not qualify for exemption.
9. The complete replacement of one building with another building does not qualify for exemption.

10. A separate structure that is not attached to the existing building does not qualify for exemption.

Procedures:

11. The property owner files an application with the assessor of the assessment district where the property is located.
12. The assessor determines if the improvements qualify for exemption. The governing body of the county or city must approve the exemption before it becomes effective.
13. If the renovation, remodeling, or alteration or addition qualifies, the last assessment on the building prior to the start of making the improvement remains for the prescribed period unless equalization or reevaluation of building values is necessary.
14. The exemption is effective beginning with the first assessment date following the date of commencement of making the improvements.
15. Land values may be changed on any assessment date when justified.

City of Mandan Policy:

1. The exemption will be for a maximum of 3 years.
2. Additions to commercial properties could qualify for the exemption upon approval by the city commissioners if the project qualifies or meets the criteria requirements.
3. The property owner must apply for the exemption and be approved with the Assessor's office once a complete reassessment is done and final approval made by city commissioners prior to the commencement of the improvement. Commencement of the improvement means the start of any remodeling, pouring of footings or foundations. The moving of dirt is not considered the commencement of improvement.
4. A permit must be issued prior to commencement of the improvement.
5. The exemption will not be allowed for repairs due to flood, fire, or tornado damages, or other insurable events.
6. A property may be allowed one exemption per property per assessment year. The first remodeling exemption must be complete and expired prior to the approval of the 2nd application for the remodeling exemption. This would include Renaissance, store front improvement matching funds, or new business exemptions.
7. Every building open to the public that has received the benefit of public funds from the city shall provide for the installation of an automatic door for at least one main entrance to the building. City of Mandan Municipal Code 111-2-9

*Approved by the Mandan City Commission
January 20, 2015*



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 29, 2020
SUBMITTING DEPARTMENT: Engineering and Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: John Van Dyke, AICP, CFM
SUBJECT: Sale of Lot 8A, Roughriders Estates Pioneer Replat

STATEMENT/PURPOSE: Consider approval of the Purchase and Sale Agreement for Lot 8A, Roughriders Estates Pioneer Replat.

BACKGROUND/ALTERNATIVES:

Mr. Mcferran has presented a full-price offer of \$500 for the purchase of Lot 8A, Roughriders Estates Pioneer Replat. This is one of the rear yards that was separated from the adjoining property for failure to pay taxes. Mr. Mcferran owns the home immediately in front of this property.

The property does not have a specials balance.

Staff is recommending approval of entering into the purchase agreement due to the full price offer.

ATTACHMENTS:

- Exhibit 1 – Purchase Agreement
- Exhibit 2 – Map of Subject Property

FISCAL IMPACT: N/a

STAFF IMPACT: N/a

LEGAL REVIEW: The City Attorney has reviewed and approved the purchase agreement presented in Exhibit 1.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 7, 2020

Subject: Sale of Lot 8A, Roughriders Estates Pioneer Replat

Page 2 of 2

RECOMMENDATION: Engineering and Planning Department is recommending acceptance of the offer as shown in Exhibit 1.

SUGGESTED MOTION: I move to approve the offer as presented in Exhibit 1.

EXHIBIT 1

LAND ONLY PURCHASE AGREEMENT # 404318 DS



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 0-15-2020 MLS Listing # 404318 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) Aaron J Mafeira has/have agreed to

pay five hundred dollars Dollars (\$ 500.00)

for the Property at: Street Address 8A Waggonwheel Ct NW

City of Mandan County of Mandan State of ND Zip 58554

Legally described as: Lot 8A, Block 1, Roxlinder Est Pioneer Replat

The sum of two hundred dollars Dollars (\$ 200) from Buyer(s) by (Check one):

Check Cash EFT/ACH as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance or within 72 hrs of acceptance in the trust account of Daltree Realtors, (Check one): Listing Buyer Broker or to be

returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ _____ due on _____ Financing, if any, shall be as follows: cash purchase

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

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

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

The following personal property is excluded: land only

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

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

Buyer(s) Initials: Ajm Date: 06-15-2020 Seller(s) Initials: _____ Date: _____ (Rev. 10/18)

LAND ONLY PURCHASE AGREEMENT # 4043805



PAGE 2

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

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

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

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

78 CLOSING AND POSSESSION: The date of closing shall be within 90 days of accepted offer
79 Seller shall deliver possession of property on Closing
80 Settlement fee to be paid by (Check one): Buyer(s) ___ Seller(s)
81 Other: ___. Settlement and commitment fees as defined by VA to be paid by
82 the Seller on VA Financing. Buyer(s) agrees to allow the purchase price to be part of the Multiple Listing Service database and
83 grants permission to use of the information by MLS participants and related government entities for comparable sales reports
84 and statistics.

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

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

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

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

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

119 Buyer(s) Initials: ASm Date: 06-15-2008 Seller(s) Initials: _____ Date: _____ (Rev. 10/18)



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

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

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

SELLER(S) WARRANTIES:

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

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

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

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

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

Seller(s) warrants that the Property is directly connected to: City Sewer: yes no Well: yes no

Water system is: City Rural. If rural, will membership be transferred? yes no N/A

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

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

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

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



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

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

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

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

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

201 **OTHER CONTINGENCIES:**

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

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

209 Buyer(s) Initials: Agm Date: 06-25-20 Seller(s) Initials: _____ Date: _____ (Rev. 10/18)

LAND ONLY PURCHASE AGREEMENT # 404318 DS



PAGE 5

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

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

SPECIAL CONDITIONS:

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

- Buyer acknowledges that the property has no access to or from a public right of way, waives the right to demand such access and acknowledges that the seller is under no obligations to provide such access.

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

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

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

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

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

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

Buyer(s) Initials: ASm Date: 06-15-2018 Seller(s) Initials: _____ Date: _____ (Rev 10/18)



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

274
275 X Aaron J McFerran 06-15-2020
276 Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____
277 _____
278 Address _____ Address _____
279 _____
280 City, State, Zip _____ City, State, Zip _____
281

282 **ACCEPTANCE**

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

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

289
290 Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: _____
291

292
293 Brokerage: _____ Telephone: _____

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

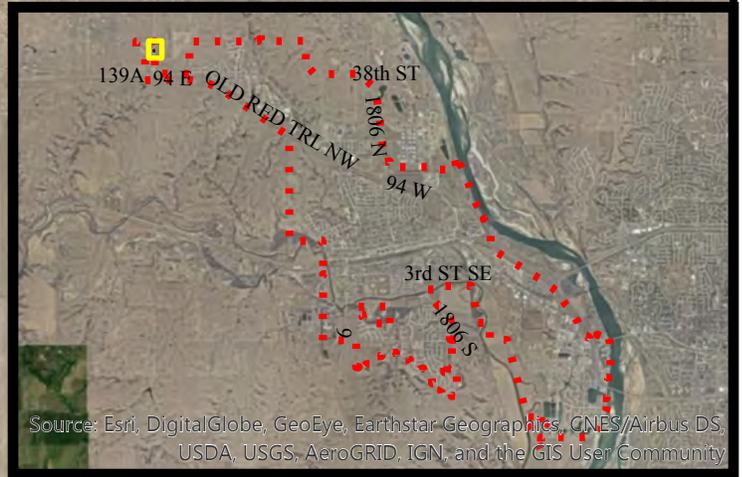
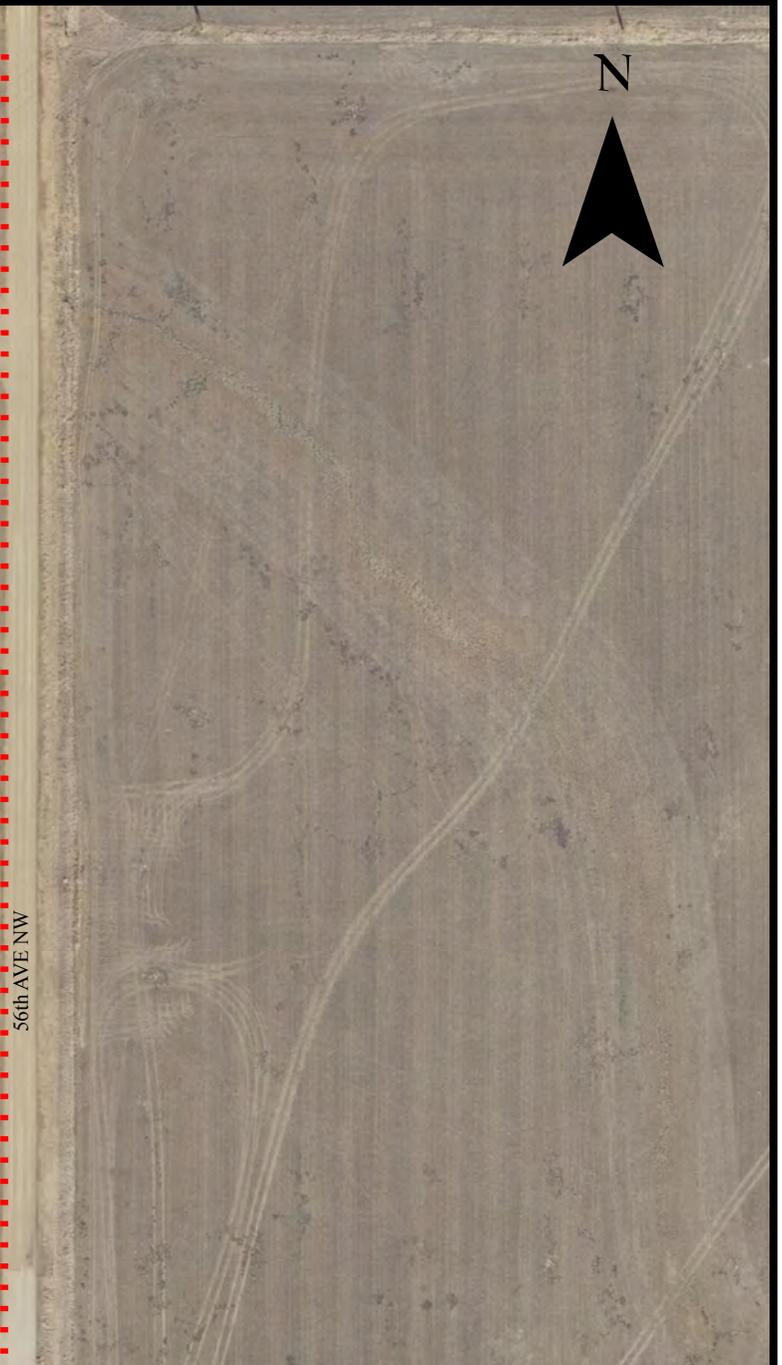
296 The undersigned agree to sell the Property on the terms and conditions herein stated.
297

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

307
308 Marital status (**REQUIRED** by Title companies): _____
309

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

EXHIBIT 2





Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: July 1, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Raw Water Intake (RWI) Land Lease

STATEMENT/PURPOSE: To consider a lease agreement with Marathon Petroleum Company (Marathon) and the City of Mandan.

BACKGROUND/ALTERNATIVES: We have been working with Marathon representatives on a lease agreement for property on which a new RWI would be constructed. We have had several discussion with Marathon about the City purchasing the property, and at this time, Marathon's position is that they would prefer continued ownership. Attached is the proposed lease agreement. Highlights of which are:

Term: 30 years, with possibility of three extensions each 10 years. Total term 60 years.
Start date is Sept. 1, 2020
Rental: \$10/year
Taxes: Marathon responsibility

The agreement also puts in writing how the costs for utilities along with construction, maintenance, and repairs of the facility will be split. Within the facility there are certain pumps and other property that is dedicated to Marathon and they will have responsibility for those items and other items that will the responsibility of the City. See Section 11. Various other costs will be split on a 50/50 basis. This has been the handshake agreement the City and previous owners (including Marathon) have been operating under since the refinery was constructed. Both parties wish to put this "handshake" in writing.

ATTACHMENTS: Proposed Lease

FISCAL IMPACT: \$10/year

STAFF IMPACT: n/a

LEGAL REVIEW: Attorney Brown has been consulted regarding this lease along with City Engineer Justin Froseth, Water Treatment Plant Superintendent Duane Friesz and representative of AE2S.

RECOMMENDATION: I recommend approval of the Lease Agreement between Marathon and the City of Mandan.

SUGGESTED MOTION: I move to approve the Lease Agreement between Marathon and the City of Mandan.

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this ___ day of _____, 2020, by and between Marathon Petroleum Company LP, a Delaware limited partnership, hereinafter referred to as "Lessor", whose address is c/o Real Estate Department, 539 South Main Street, Findlay, Ohio 45840, and City of Mandan, a municipal corporation, whose address is 205 Second Avenue NW, Mandan, North Dakota 58554, hereinafter referred to as "Lessee".

WITNESSETH:

1. PREMISES: For and in consideration of the rental to be paid and the covenants to be performed by Lessee hereunder, Lessor hereby leases, demises and lets to Lessee the real property described in the attached Exhibit "A" (which is made a part hereof) commonly known and numbered as 2300 River Drive NE, Mandan, North Dakota 58554 & 2304 River Drive NE, Mandan, North Dakota 58554 (the "Premises") together with all existing improvements thereon (if any), all rights and appurtenances thereto, and all rights of ingress and egress pertaining thereto, specifically including but not limited to the two (2) agreed upon easements, attached hereto as Exhibit "B", upon the following terms and conditions.

Lessee agrees and acknowledges that, except as otherwise specifically provided for in this Lease, the Premises is being delivered to Lessee and Lessee accepts the Premises in its existing "as is" condition, without representations or warranties of any kind by Lessor with respect to the Premises and ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, ARE HEREBY DISCLAIMED AND NEGATED, except as set forth herein.

2. TERM: The term of this Lease shall be for a period of Thirty (30) years, commencing on the 1st day of September, 2020 and ending on the 30th day of August, 2050 (the "Term").

3. RENTAL: During the Term of this Lease, Lessee shall pay Lessor rent as follows: The sum of Ten and no/100 Dollars (\$10.00) per year, which shall be due and payable in advance on the first day of each and every calendar year during the Term hereof. If the beginning date is other than the first day of the year, the rent for the first year shall be prorated accordingly and paid on the beginning date of this Lease.

4. EXTENSION: As additional consideration for said rents and covenants to be paid and performed by Lessee, and as a condition thereto, Lessee is hereby given the right to extend this Lease for Three (3) additional period(s) of Ten (10) years each ("Renewal Terms"), upon the same terms and conditions; provided, however, that Lessee shall give Lessor at least thirty (30) days' written notice before expiration of the Term, or any Renewal Term, of its intention so to do.

5. IMPROVEMENTS: Excluding the initial construction of the Intake facility, defined below, Lessee agrees that any other improvements ("Other Improvements") made to or on the Premises during the term of this Lease shall be made in mutual agreement with Lessor and any such Other Improvements shall be agreed upon in writing by the parties. Lessee and Lessor agree to equally split the costs of all Other Improvements. In the event the parties cannot agree on whether a specific Other Improvement is required, either party may individually agree, in writing and with notice to the other party, to pay for the full cost of such Other Improvement.

In addition to any Other Improvements, under mutual agreement and approval of construction plans between Lessee and Lessor, Lessee agrees forthwith to commence the construction and installation of a raw water intake facility ("Intake Facility") for mutual beneficial use between Lessee and Lessor. Lessee shall provide all direct supervision for the construction and installation of said the Intake Facility. Any modifications, revisions or additions to said plans and specifications shall be mutually agreed upon by Lessee and Lessor.

Lessor and Lessee mutually agree to split all of the Intake Facility construction costs equally, less funding from the North Dakota State Water Commission ("Sponsor"). Any change in scope resulting in increased costs outside the primary scope of the project shall be born onto the requestor unless mutually agreed upon by Lessor and Lessee. Upon termination or expiration of the Lease, unless otherwise agreed to in writing by the parties, the parties agree to remove the Intake Facility and to restore the Premises to its original condition and shall equally share in the cost of such demolition and restoration.

6. USE AND TITLE: Lessee shall have the right to use the Premises for the following purpose: Use as a raw water intake system for the Mandan water treatment facility. Lessee shall not use the Premises for any other purpose without first obtaining the written approval of Lessor. In the event that funding is not provided from the North Dakota State Water Commission (Sponsor), inability for Lessee and Lessor to agree on project costs or the Premises is no longer used for a raw water intake system for the mutual benefit of Lessor and Lessee, then this Lease shall immediately terminate and neither party shall have any further responsibilities or obligations under the Lease. It is expressly agreed by the parties that the Premises shall not be used for the sale, marketing, storage or advertising of petroleum fuels. Lessee shall promptly comply with all regulations, orders, ordinances and laws of legally constituted authorities applicable to the use and occupancy of the Premises. Lessor warrants and represents to Lessee that Lessor has full right and lawful authority to enter into this Lease. Lessee shall have and hold quiet and peaceable use and possession of the Premises during the entire Lease Term so long as Lessee is not in default of any of Lessee's obligations under the terms of this Lease.

7. EXISTING CONDITION OF PREMISES AND ACTIONS REGARDING CONDITION: Lessor and Lessee expressly recognize and acknowledge that there may be petroleum hydrocarbons in the subsoils and groundwater on the Premises. Lessor or its designee shall, at its sole option or in compliance with a governmental requirement, undertake and conduct all further assessment and remediation activities, to address the petroleum hydrocarbons at the Premises, if any, so as to comply with all applicable state laws, rules, regulations, or orders and shall complete all actions lawfully required by any governmental agency, board, or commission having lawful jurisdiction over such assessments or remedial activities. Lessor shall be under no expressed or implied obligation to remediate the Premises during the term of this Lease or any extension thereof. Lessee hereby grants a license to Lessor or its designee to enter upon the Premises at any time to carry on Lessor's remediation operations and to place all necessary equipment and improvements on the Premises to affect the cleanup. Lessor will be required to and shall have the right to follow a work plan approved by the governmental agency having jurisdiction over the cleanup operation ("Approved Work Plan"). If so required by the Approved Work Plan, Lessor may remove Lessee's improvements in order to affect the Approved Work Plan. Lessee will have the right to be informed and to make recommendations concerning any work that will disturb Lessee's improvements, and removal of said improvements will be considered only as a final, necessary resort. Lessor shall not have any legal liability to Lessee for any loss of business by Lessee caused by Lessor's actions in effecting the Approved Work Plan. Lessor shall have the obligation to use reasonable efforts to affect the Approved Work Plan and Lessee agrees to cooperate fully with Lessor therein. Lessee further agrees that it shall not have any claim against Lessor for any damages to property or injuries to persons which may result from said cleanup operations or the presence of any petroleum hydrocarbons on the Premises.

8. UTILITIES: All charges for water, gas and electricity used by Lessee on the Premises shall be paid promptly by Lessee as they become due and payable. Lessor agrees to reimburse Lessee for 50% of utility costs, upon receipt of invoice and with supporting documents for requested reimbursement.

9. COVENANT AGAINST LIENS: If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Lessor or against the Premises or any portion thereof, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after written notice from Lessor to Lessee of the filing thereof; and Lessee shall indemnify and hold harmless Lessor against and from all costs, liabilities, suits, penalties, claims and demands resulting therefrom including reasonable fees of Lessor's attorneys.

10. TAXES: All real estate taxes, rental taxes and/or assessments levied against the Premises and improvements thereon during the Term of the Lease shall be paid by Lessor.

11. CONSTRUCTION, MAINTENANCE AND REPAIRS: During the Term of this Lease or any extension thereof, Lessee shall, at Lessee's sole cost and expense, keep the Premises, buildings and improvements in proper repair and tenantable condition.

Lessor and assignees, shall have a perpetual right of ingress to and egress from said facilities for the purpose of inspecting, operating, maintenance, repairing, replacing and removing of equipment owned and maintained by Lessor or such equipment deemed to be mutual between Lessor and Lessee.

Lessee agrees to assume ownership and all associated costs with:

- a. River Pumphouse Structure.
- b. Grounds care (including but not limited to mowing and snow removal).
- c. River Intake.
- d. Intake Pumps and System dedicated to Lessee.
- e. Water Supply Line dedicated to Lessee.
- f. All associated components of Control Vault #1.
- g. Shared Vault

Lessor agrees to assume ownership and associated costs with:

- a. Intake Pumps and System dedicated to Lessor.
- b. Backup power supply from Lessor's generation source.
- c. Water Supply Line dedicated to Lessor
- d. All associated components of Control Vault #2

Under mutually beneficial considerations, Lessor agrees to mutually share, under a fifty/fifty split (50/50) associated costs for the repair and maintenance of the River Pump House Structure, River Intake and Valves within Shared Vault.

12. INSURANCE: During the Term of this Lease, Lessee shall, at no cost to Lessor, maintain and provide general liability insurance for Lessee's benefit and protection, with Lessor named as an additional insured party, in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence for bodily injury and property damage.

Lessee shall also maintain and provide, at no cost to Lessor, property insurance for basic perils, covering the Premises and existing improvements for full replacement cost value, exclusive of foundations, driveways and parking areas. Said policy shall contain a clause or clauses providing that the loss, if any, shall be payable directly to Lessee and Lessee hereby agrees to utilize said funds for the reconstruction of a new water intake system, mutually beneficial to both Lessee and Lessor.

Such insurances shall be placed with a company or companies designated by A. M. Best Company with a rating of A- or better and found acceptable to Lessor. Lessee shall deliver to Lessor a certificate or certificates evidencing said insurance coverages. Lessee shall also deliver to Lessor renewal certificates as soon as same are available and in any event prior to the expiration of the policy so renewed.

Should Lessee fail or refuse to indemnify Lessor under the terms of this Lease, Lessee agrees to pay all of Lessor's legal fees and costs in enforcing the terms of this section 13. Furthermore, if Lessee's insurance company refuses to cover Lessor as an additional insured for any claim covered by this Lease, Lessee agrees to pay all of Lessor's legal fees and costs incurred in litigation with Lessee's insurance company over the issue of insurance coverage for Lessor.

13. DAMAGE TO IMPROVEMENTS: In the event of damage to the improvements, Lessor may elect to rebuild and restore said improvements and Lessor shall notify Lessee within twenty (20) days after Lessor's receipt of written notice from Lessee of said damage as to Lessor's decision in this regard. In the event Lessor shall elect not to rebuild and restore the improvements, then this Lease shall terminate, and the insurance proceeds shall be shared by the parties as their respective interests may appear.

If Lessor shall elect to rebuild and restore the improvements in event of damage, such shall be done with all reasonable diligence and promptness and said improvements shall be restored to a condition as near as possible to that existing prior to any damage. The rental under this Lease shall be either partially or totally abated during the time required for restoration of the improvements, depending upon the extent to which Lessee is able to use the Premises during such period. A determination of the amount of such abatement may be difficult and uncertain and the parties hereto agree to negotiate reasonably and in good faith with regard thereto.

14. POLLUTION PREVENTION: In order to prevent the pollution, contamination, waste, or other damage to the Premises, its improvements, its fixtures, and its personal property, and to adjacent properties and to non-adjacent properties, the Lessee is prohibited at all times from storing, treating, discharging, disposing, transporting, generating, emitting, handling, or otherwise having on the Premises any chemicals, raw materials, products, byproducts, or wastes or the like in any form (including gases, liquids, semi-solids, and solids), that cause or tend to cause pollution, contamination, nuisances of any kind, or that pose a threat to human health and the environment, if introduced into the environment by any means. The Lessee is specifically precluded, without limiting the foregoing, from having on the Premises "hazardous waste", as defined under the Resource Conservation and Recovery Act, (RCRA), 42 U.S.C. §§6901 et seq., as amended; "hazardous substances", as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, (CERCLA), 42 U.S.C. §§9601 et seq., as amended; "pollutants and contaminants", as defined under CERCLA; "extremely hazardous substances, hazardous chemicals, and toxic chemicals", as defined under the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, et seq., as amended; "toxic substances", as defined under the Toxic Substances Control Act, as amended; and "regulated substances", as defined under RCRA, 40 C.F.R. §280.12, as amended. The Lessee is also prohibited from allowing others to have any of the preceding materials on the Premises. In addition to the INDEMNITY section set forth below, the Lessee shall be liable to the Lessor for any damages to the Premises or to any persons or other property, real or personal, for a breach or violation of this section. Nothing in this section is intended to limit any rights or causes of action the Lessor may have elsewhere within this Lease or in general.

15. INDEMNITY: Subject to the provision of section 8 herein, Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from all claims, actions, proceedings, judgments, awards, liability, cost or expense, for death, injury, loss or damage to any person or property, brought by any person, firm, corporation or governmental entity, resulting from any cause whatsoever including, but not limited to, those resulting or arising from or in connection with the active or passive effects or existence

of petroleum products or any physical substance of any nature or character, on, under or in the land, water, air, structures, fixtures or personal property comprising the Premises, from and after the date hereof, whether resulting from Lessee's use of the Premises or otherwise. In addition to claims supported by other theories of liability, the foregoing indemnification applies to claims for injuries, damages, penalties, cleanup and restoration costs resulting from contamination of any property, but expressly excepting the clean up and restoration costs resulting from the contamination referred to in section 8 hereof, its surface, subsurface or groundwater, soil or air, arising from environmental laws, regulations or common law of the United States or state or local authorities, including provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended, and the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as amended. This section shall survive the expiration of the Term of this Lease, and is specifically intended to apply to discovery of any of the above described events or circumstances that occurred during the Term or any extension thereof of this Lease whenever discovered.

16. CONDEMNATION: The parties understand and agree that in the event the Premises or a part thereof sufficient to materially interfere with the business for which said Premises are used, as Lessee shall reasonably determine, shall be condemned, appropriated, or otherwise taken by right of eminent domain, Lessee shall have the right to cancel this Lease on thirty (30) days prior notice to Lessor and in the event of such cancellation, Lessee specifically agrees to waive and release any and all right to share in or participate in such condemnation award or payment.

17. DEFAULT: In the event Lessee shall be declared a bankrupt, be placed in receivership, or take advantage of any law for the relief of debtors; or if Lessee should default in the performance of any covenant or condition of this Lease (including the payment of any rental installment due hereunder) and such default is not cured or removed within thirty (30) days after service of written notice of default upon Lessee or within such shorter time as may be permitted under applicable law as specified in such notice; then in any of such events Lessor shall have the right and option to terminate this Lease, to reenter the Premises, to evict Lessee and to remove Lessee's possessions, all without being deemed guilty of any trespass, and without prejudice to any claim by Lessor for damages for breach of covenant or for arrears of rent.

In the event that the default is on account of nonpayment of rent or nonpayment of any other financial obligation to Lessor hereunder, Lessee shall pay interest upon the rent or obligation at the rate of twelve percent (12%) per annum from the date of notice of termination from Lessor.

In the event that Lessor or Lessee waives a default by the other party, such waiver shall not be construed as or deemed to be a continuing waiver of any subsequent breach or default on the part of either party.

18. HOLDING OVER: In the event Lessee continues to occupy the Premises after the last day of the Lease Term or Renewal Term, and Lessor elects to accept rental thereafter, a tenancy from month to month shall be created at the same rental and upon the other terms and conditions existing on the last day of the Lease Term as herein provided, expressly excluding however any right of extension of the Lease Term.

19. ENFORCEMENT: In the event either party resorts to judicial proceedings to enforce any right under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' fees.

20. NOTICES: All notices and demands herein required or permitted shall be in writing and shall not be deemed sufficient unless given by mailing the same by registered, certified or express United States mail, or express delivery service, postage prepaid, return receipt requested, addressed to the party to receive same at the address of such party shown above or such other address as such party may hereafter furnish to the other party in writing. The date of posting, provided it is by means of one of the methods set forth above, shall be deemed the effective date of service.

21. RIGHT TO SUBLEASE: Lessee shall have no right to sublease the Premises or assign this Lease without written permission from Lessor.

22. SAFETY: Lessee agrees to abide by all applicable safety regulations and safety policies provided by Lessor, its affiliates, and their respective employees, agents, or contractors at the Premises unless otherwise provided for by applicable law.

23. COMPLIANCE WITH APPLICABLE LAWS: Lessee represents and warrants that Lessee and its subsidiaries and assigns and, to the best of Lessee's knowledge, the directors, officers, agents, employees and affiliates of Lessee and its subsidiaries and assigns, are and shall remain in compliance with any and all United States federal, state and local laws, rules and regulations including, but not limited to, the USA PATRIOT Act, Homeland Security Act and Executive Order No. 13224 dated 9/24/01 and the sanctions regulations and executive orders administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"). Additionally, Lessee agrees that it shall comply with any reasonable requests made by Lessor to certify continued compliance in the future with any such laws, rules and regulations. Should Lessor at any time determine that Lessee or its subsidiaries and assigns, or any directors, officers, agents, employee or affiliates of Lessee or its subsidiaries and assigns are identified on the OFAC Specially Designated Nationals and Blocked Persons List ("SDN List"), Appendix A to 31 C.F.R. Chapter V or on any other such list maintained by the U.S. Government from time to time; or that Lessee or its subsidiaries and assigns, or any directors, officers, agents, employee or affiliates of Lessee or its subsidiaries and assigns, are owned or controlled by a party identified on the SDN List or any other such list; or that any funds to be provided by Lessee are derived directly or indirectly from any transaction in violation of U.S. law, rule or regulation, then Lessor shall have the right to immediately terminate this Lease without owing any further obligation or liability to Lessee. Finally, Lessor shall have the right to take any and all steps necessary to comply with applicable federal, state and local laws, rules and regulations, including but not limited to turning over any money paid by Lessee to Lessor under this Lease to a blocked account at a U.S. financial institution as required by the applicable government agency with jurisdiction.

24. SUCCESSORS: Except as otherwise expressly provided herein, the provisions of this Lease shall inure to the benefit of, and be binding upon, the successors of the parties hereto.

25. RIGHT OF FIRST REFUSAL:

25.1 Notice and Negotiation Requirements. During the Term and all Renewal Terms of this Lease, before Lessor may sell the Premises to a third party, Lessor shall first offer the Premises to Lessee following the procedures set forth in this Section 25. Lessee shall have thirty (30) days following the date Lessor first presents Lessee such offer to decide whether to negotiate an agreement for the purchase of the Premises from Lessor. If Lessee desires to negotiate such an agreement, Lessee shall, within said thirty (30) day period, deliver to Lessor written notice thereof. Promptly after receipt of such notice, the parties shall commence good faith negotiations exclusively with each other for a period not to exceed ninety (90) days after the date Lessee gives the requisite notice to Lessor.

25.2 Exclusions to ROFR. Lessee acknowledges the Premises is currently owned by Lessor in conjunction with and as a part of the specific operation of the Mandan Refinery. Lessee further acknowledges the possibility that Lessor, or more specifically the Mandan Refinery, may experience a change in control by way of a merger or asset sale. Pursuant to such possibility, the Premises may be conveyed to Lessor's successor in interest pursuant to such a sale of assets or a change in control of ownership. In such a scenario, Lessee shall have no right of first refusal to purchase the Premises. As provided within Section 24, Lessee shall rely upon the rights granted within Section 24 of this agreement to ensure the continuation of Lease requirements with Lessor's successor in interest.

26. MISCELLANEOUS: Wherever the words "Lessor" and "Lessee" appear in this Lease, they shall include the parties and their respective heirs, devisees, executors, administrators, successors and assigns. The word "Lessee" as used herein, shall be construed to include the plural as well as the singular, and the necessary grammatical changes required to make the provisions apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

[LESSOR SIGNATURE APPEARS ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year first above written.

WITNESS:

(LESSOR)
Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: _____
Name: _____
Title: _____

LESSOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, this _____ day of _____, 20____, personally appeared _____, of Marathon Petroleum Company LP, known to me to be the same, who acknowledged that he/she did execute the foregoing Lease as his/her free act and deed and as the free act and deed of said _____, by virtue of proper authority vested in him/her by the Board of _____ of said _____, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____, the day and year last above written.

Notary Public

My Commission Expires:

[LESSEE SIGNATURE APPEARS ON THE NEXT PAGE]

WITNESS:

**(LESSEE)
City of Mandan**

By: _____
Name: _____
Title: _____

LESSEE'S ACKNOWLEDGMENT (INDIVIDUAL)

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said State and County aforesaid, personally appeared City of Mandan, named as Lessee in the foregoing agreement, known to me to be the same, and acknowledged the execution of the foregoing agreement as his/her free act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT "A"

TO LEASE BETWEEN

**Marathon Petroleum Company LP
(Lessor)**

AND

**City of Mandan
(Lessee)**

Legal Descriptions:

Parcel 1: 2300 River Dr NE, Mandan, ND 58554 - Subdivision Riverbend 2nd Addition, Lot 15
Block 2: Parcel 654320000

Parcel 2: 2304 River Dr NE, Mandan, ND 58554 - Subdivision Riverbend 2nd Addition, Lot 16,
Block 2: Parcel 654321000

EXHIBIT "B"

TO LEASE BETWEEN

**Marathon Petroleum Company LP
(Lessor)**

AND

**City of Mandan
(Lessee)**

EASEMENTS TO BE PROVIDED.



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: July 1, 2020
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth, PE
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Introduce Engineering Intern, Kaylin Tomac

STs

STATEMENT/PURPOSE: To introduce our 2020 summer Engineering Intern, Kaylin Tomac.

BACKGROUND/ALTERNATIVES: Kaylin has been working in the Planning and Engineering office since Mid-May. A student at NDSU, she is going into her 4th and final year majoring in Civil Engineering. She grew up in Mandan and is planning on moving back and working in the Bismarck-Mandan area after graduation next spring.

At NDSU, Kaylin spends her time working part-time on campus, going to athletic events, singing in the University Chamber Singers, helping out as a Resident Assistant and Welcome Week Leader, and doing research in the Engineering Department. Outside of school and work, she spends her time in her garden, going on road trips, and hanging out with friends.

We have held her introduction thinking that it would be best to introduce her in person which has been challenging since she started in May because of the need for remote meetings.

ATTACHMENTS: N/A

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: No recommendation, for information only.

SUGGESTED MOTION: N/A



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: July 1, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Tim Helbling, Mayor
PRESENTER: Tim Helbling, Mayor
SUBJECT: Fireworks

STATEMENT/PURPOSE: To discuss issues related to fireworks 2020

BACKGROUND/ALTERNATIVES: Each year we receive complaints from citizens regarding mainly fireworks being set off prior to July 2. Fireworks are allowed in city limits on July 2nd, 3rd, and 4th.

Chief Ziegler and Chief Nardello will have background on 2020 issues that have come up at the meeting.

ATTACHMENTS: n/a

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION: N/A



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: July 1, 2020
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: City Attorney

STATEMENT/PURPOSE: Consider the appointment of Amy Oster as City Attorney.

BACKGROUND/ALTERNATIVES: As Malcolm Brown has announced his retirement effective July 14, 2020, please consider the appointment of Assistant City Attorney, Amy Oster, of Crowley Fleck, as the City Attorney. Should the Commission approve Ms. Oster as City Attorney, she will bring back a recommendation for an Assistant Attorney for the City of Mandan. Ms. Oster has worked well with all of our departments with her strong suit in employment law.

The agreement with Crowley Fleck, may be terminated within 60 days notice by the parties.

ATTACHMENTS: n/a

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: I recommend the appointment of Amy Oster as the City Attorney.

SUGGESTED MOTION: I move to appoint Amy Oster as the City Attorney.



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 26, 2020
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Ordinance 1342 relating to electric handicap accessible doors

STATEMENT/PURPOSE: To consider an administrative correction and exemption to Section 111-2-9 (c) and (g) of the Mandan Code of Ordinances relating to electric handicap accessible doors.

BACKGROUND/ALTERNATIVES: Voters in the Nov. 4, 2008, election in the City of Mandan approved a citizen initiated ordinance that states, "Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever."

Correction. Use groups for application of the ordinance appear to have been mistakenly cross-referenced when re-codification occurred a few years ago. Subsection C application to buildings or businesses used for purposes described in section 103-174(2), (3), (4), (6), (7), (9) and (10). Section 103 pertains to cemeteries. The correct reference is now section 105 pertaining to district regulations. The proposed correction restores the use groups to those originally approved by the City Commission at a meeting held Feb. 17, 2009. These are Retail Group A, Service Group A, Office Bank Group, and Health Medical Group.

Exemption. The proposed ordinance would exempt businesses receiving less than \$5,000 from the requirement to install an electric handicap accessible door if the grant or award of public funds to a recipient is less than \$5,000.

This exemption is not intended to overturn the voter approved ordinance, but rather to make a minor adjustment to balance the automatic door requirement with the need to sustain and grow the city's business community and commercial tax base.

Since Nov. 2008, as part of participation in incentives such as the Renaissance Zone, Storefront Improvement, Restaurant Rewards, and interest buydown programs, our community has benefited from installation of automatic doors in approximately 60 buildings, some with multiple units. This will not change under the proposed exemption.

The impetus for the suggested change is a proposal from the Mandan Growth Fund Committee to create a program to help businesses negatively impacted by COVID-19 become stronger for the future. It would provide a maximum of \$3,000 as a 2:1 match in the form of a forgivable loan. Eligible investments would be for strategies to make the business more innovative, adaptable or diverse to better withstand crisis. (See New Business No. 1ii)

Installation of an automatic door on an existing building generally costs the property owner or tenant business \$2,000 or more depending on exact circumstances. An innovation mini-match would be a non-starter for businesses already struggling to pay rent and other expenses if the subject building did not already have an automatic door. Using Growth Fund dollars to pay for the door could be an option, but would eat into scarce funds to a much greater degree and compete with other needs for business assistance.

The Storefront Improvement program allows for a 50% match for automatic doors as part of a façade makeover. Investment in automatic doors and other ADA accessibility improvements are also eligible expenditures toward qualifying for the Renaissance Zone program, which provides property and state income tax exemptions after completion of a project to help offset a portion of the cost.

Meanwhile, Mandan's Retail Incentive Program, aimed at filling gaps in the community's market profile, has seen only 9 approved applications since its 2011 launch in part because most potentially interested parties are renting small spaces in which the likely amount of stipend (up to \$5 per square foot, but more often \$3.75 psf) will not cover the cost of installing an automatic door. Increasing the stipend is an option, but this also increases public investment — and risk — in start-up retail operations.

To my knowledge, no other city in North Dakota ties installation of an automatic door to assistance programs boosting business attraction, retention, expansion and start-ups. An attempt at statewide legislation failed in 2009 or 2011. Commercial property and business owners desire to serve as many customers as possible and continue to tackle other accessibility hurdles with renovation projects as their budgets allow. Through a combination of private investment and public incentive programs, Mandan leads the way in North Dakota with regard to installation of automatic doors.

Other cities do offer mini-match programs to assist small businesses. For example, Williston offers a maximum of \$5,000 for new businesses, child care and specifically for business signage. Garrison has business improvement, marketing, entrepreneurial and market adjustment, and rent grants.

A building can meet ADA standards for accessibility without having a door equipped with a power-operated mechanism as long as resistance, door width, and other entrance elements are appropriate. Conversely, buildings may have automatic doors and still have other existing accessibility issues such as split foyers and vertical access leading to the entrance platform.

ATTACHMENTS: Ordinance 1342.

FISCAL IMPACT: None as proposed.

STAFF IMPACT: None

LEGAL REVIEW: Assistant Attorney Amy Oster drafted the proposed ordinance. She points out that because this was an initiated measure, it requires a 2/3 vote of the Commission (4 of 5) to repeal or amend the ordinance (or another vote on the ballot).

RECOMMENDATION: I recommend approval of the second consideration of the proposed ordinance.

SUGGESTED MOTION: I move to approve the second reading of Ordinance No. 1342 to amend and re-enact Section 111-2-9 (c) and (g) of the Mandan Code of Ordinances relating to electric handicap accessible doors.

ORDINANCE NO. 1342

An Ordinance to Amend and Re-enact
Section 111-2-9 (c) and (g) of the
Mandan Code of Ordinances
Relating to Electric Handicap Accessible Doors

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

Sec. 111-2-9.

- (c) *Use groups.* This article shall only apply to buildings or businesses that are used for the purposes described in section 105-1-4(c), (e), (g) and (j) of the Mandan Code of Ordinances.
- (g) This requirement shall not apply to the grant or award of public funds to a recipient of less than \$5,000.00.

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

Attest:

James Neubauer, City Administrator

First Consideration: June 16, 2020
Second Consideration and Final Passage: July 7, 2020



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 18, 2020
SUBMITTING DEPARTMENT: Public Works – Forestry
DEPARTMENT DIRECTOR: Mitch L. Bitz
PRESENTER: Mitch L. Bitz, Director of Public Works
SUBJECT: Ordinance Number 1343

STATEMENT/PURPOSE: Ordinance number 1343 is a revision to the city of Mandan Municipal code Chapter 115-4-7(a). These changes give the City of Mandan the authority to have property owners trim/remove trees and shrubs that are obstructing street lights, traffic signal, stop signs or similar apparatus or obscuring line of sight for traffic and travel. If after proper investigation the City of Mandan determines that the tree or shrub is causing or is likely to cause public hazard, the City Forestry Department may cause the hazard to be immediately abated without having to give notice in accordance with Sec.115-4-7(c). The most significant change is the ability to abate an immediate hazard without the warning they would otherwise receive.

BACKGROUND/ALTERNATIVES: There are areas in town where trees/shrubs are obstructing traffic signs, signals, and streetlights and need to be trimmed/removed. This change gives the city the authority to send the property owner notice of this violation and the (abutting) property owner shall trim/remove tree or shrub. If the property owner does not abate after the 20-day notice, the city can trim/remove and assess the owner in accordance with Sec.115-4-7(c). If the city determines that there is a public hazard the city may abate the hazard immediately without giving notice and assess the abutting property owner in accordance with Sec.115-4-7

ATTACHMENTS: Sec.115-4-7

FISCAL IMPACT: None

STAFF IMPACT: Staff may have to go and abate a public hazard in short notice.

LEGAL REVIEW: All material sent to city attorney for review.

RECOMMENDATION: I recommend passing the second consideration of Ordinance 1343 with the revisions to Sec.115-4-7(a)

Board of City Commissioners
Agenda Documentation
Meeting Date: July 7, 2020
Subject: Ordinance Number 1343
Page 2 of 2

SUGGESTED MOTION: I make a motion to approve the second consideration of Ordinance 1343 with the revisions to Sec.115-4-7(a)

ORDINANCE NO. 1343

An Ordinance to Amend and Re-enact
Section 115-4-7(a) of the Mandan Code of Ordinances
Relating to Removal of Trees and Shrubs

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

Sec. 115-4-7. Cause for removal of trees and shrubs; notice; action by city.

- (a) Any tree or shrub located in the boulevard, city right of way, or private property which overhangs any sidewalk, street other public place in the city in such a way as to impede or interfere with traffic or travel, or within 14 feet of a street or ten feet of a sidewalk level, measured vertically, shall be trimmed by the owner of the premises abutting or of the premises on which such tree or shrub grows so that the obstruction shall cease. Any tree or shrub that is obstructing a street light, traffic signal, stop sign, or similar apparatus, or obscuring line of sight for traffic must be trimmed or removed by the abutting property owner. Any tree or limb of a tree which has become likely to fall on or across any public way or place shall be removed by the owner of the premises on which such tree grows or stands. Any tree needing to be removed or trimmed with a trunk standing on the property line of two or more private properties is the fiscal responsibility of all properties on which the tree stands, to be shared equally among the property owners. Trunk location will be determined from the location the trunk converts from below ground level to above ground level. In any case, where a tree or shrub is causing or is likely to cause a public hazard, the City Forestry Department may cause the hazard to be immediately abated without having to give notice in accordance with Sec. 115-4-7(c).

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

Attest:

James Neubauer, City Administrator

First Consideration: June 16, 2020
Second Consideration and Final Passage: July 7, 2020



Board of City Commissioners

Agenda Documentation

MEETING DATE: July 7, 2020
PREPARATION DATE: June 30, 2020
SUBMITTING DEPARTMENT: Human Resources
DEPARTMENT DIRECTOR: Brittany Cullen, HR Director
PRESENTER: Brittany Cullen, HR Director
SUBJECT: Ordinance 1344 Related to Discrimination Prohibited in Employment

STATEMENT/PURPOSE: Consider approval of first consideration of Ordinance 1344 related to discrimination prohibited in employment.

BACKGROUND/ALTERNATIVES: On June 15, 2020, the U.S. Supreme Court ruled that employment discrimination on the basis of sexual orientation or gender identity is illegal and violates Title VII of the Civil Rights Act of 1964. This amendment will ensure our Code provision is in accordance with the law, as well as clarifying that pregnancy is a protected category.

ATTACHMENTS:
Attachment 1 – Ordinance 1344

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: Sent to City Attorney for Review.

RECOMMENDATION:
The Human Resources Department recommends approval of Ordinance 1344 as presented in Attachment 1.

SUGGESTED MOTION:
I move to approve Ordinance 1344 as presented in Attachment 1.

ORDINANCE NO. 1344

An Ordinance to Amend and Re-enact
Section 20-1-9 of the
Mandan Code of Ordinances
Relating to Discrimination Prohibited

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

Sec. 20-1-9.

An employee or applicant for employment may not be appointed, promoted, demoted, dismissed, or in any way favored or discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, pregnancy, physical or mental disability, or status with regard to marriage or public assistance.

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

Attest:

James Neubauer, City Administrator

First Consideration: July 7, 2020

Second Consideration and Final Passage: _____