



**AGENDA**  
**MANDAN CITY COMMISSION**  
**JULY 16, 2019**  
**ED "BOSH" FROEHLICH MEETING ROOM,**  
**MANDAN CITY HALL**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

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- A. ROLL CALL:
1. Roll call of all City Commissioners.
  2. Presentation of plaques to businesses donating at least \$500 towards the boulevard tree-planting program.
  3. Recognition of Mandan Flower sponsors.
- B. APPROVAL OF AGENDA:
- C. MINUTES:
1. Consider approval of the minutes from the July 2, 2019 Board of City Commission regular meeting.
- D. PUBLIC HEARING:
- E. BIDS:
1. Consider bids for the watermain replacement project by pipe bursting method.
- F. CONSENT AGENDA:
1. Consider approval of monthly bills
  2. Consider approval of Grant application between the City of Mandan, Central Dakota Forensic Nurse Examiners and Sanford Bismarck to fund examinations of Child victims of sexual assault and Abuse.
  3. Consider approval of Minor plat of Midway 16<sup>th</sup> Addition
- G. OLD BUSINESS:
1. Brief update on the 16<sup>th</sup> Street Engineering Services Agreement item that was tabled at last commission meeting. For information, no action recommended.
- H. NEW BUSINESS:
1. Consider joint community calendar project for 2020
  2. Consider acceptance of offer for purchase of 100 5<sup>th</sup> St. NW
  3. Consider approving the issuance of a Request for Qualifications for procurement and implementation of Brownfields Grants
  4. Consider salary adjustment for Municipal Judge.

*Agenda*  
*Mandan CityCommission*  
*July 16, 2019*  
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I. RESOLUTIONS AND ORDINANCES:

1. Second and final consideration of Ordinance No. 1305 to create a new Article 4-4 of the Mandan Code of Ordinances relating to Special Event Permit.

J. OTHER BUSINESS:

1. Consider moving into executive session pursuant to North Dakota Century Code § 44-04-19.1(9) and 44-04-19.2(2) to discuss negotiation strategy related to litigation August Kersten, Brian Berube and Lonesome Dove, Inc. vs. City of Mandan.

K. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. August 6, 2019
2. August 20, 2019
3. September 3, 2019 (5 p.m. start time)

L. ADJOURN



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** July 16, 2019  
**PREPARATION DATE:** June 27, 2019  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:** Mitch Bitz, Public Works Director  
**SUBJECT:** Presentation of plaques to businesses donating to the boulevard tree-planting program.

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**STATEMENT/PURPOSE:** To present awards to businesses that have donated \$500 or \$1,000 to the community boulevard tree-planting program.

**BACKGROUND/ALTERNATIVES:** Earlier this year, the Forestry Department solicited donations for the community boulevard tree-planting program. As of June 1, the City has received \$2,000 in donations. Businesses donating \$500 or more will be presented with a plaque. In addition, the names of donors contributing \$1,000 or more will be included on a permanent plaque to be displayed in the Ed “Bosh” Froehlich meeting room at Mandan City Hall. The City will match these donations up to \$2,500. Over 100 trees have been planted along city boulevards through this program since 2017!

These donations help the City of Mandan maintain its Tree City USA status, which we have now held for 43 years.

Businesses donating \$1,000:

- Prairie View Landscaping

Businesses donating \$500:

- Al Fitterer Architect PC
- Gate City Bank

**ATTACHMENTS:** N/A

**FISCAL IMPACT:** N/A

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** N/A

Board of City Commissioners

Agenda Documentation

Meeting Date: July 16, 2016

Subject: Presentation of plaques to businesses donating to the boulevard tree-planting program.

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RECOMMENDATION: This is a presentation of plaques to businesses that donated at least \$500 to the community boulevard tree-planting program.

SUGGESTED MOTION: N/A



## Board of City Commissioners

### Agenda Documentation

<b>MEETING DATE:</b>	July 16, 2019
<b>PREPARATION DATE:</b>	July 11, 2019
<b>SUBMITTING DEPARTMENT:</b>	Administration
<b>DEPARTMENT DIRECTOR:</b>	Jim Neubauer
<b>PRESENTER:</b>	Maria Walen, Mandan Flowers
<b>SUBJECT:</b>	Recognition of Mandan Flower sponsors

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**STATEMENT/PURPOSE:** To present certificates to sponsors donating \$500 or more to the Mandan Flowers project.

**BACKGROUND/ALTERNATIVES:** Earlier this year, a five-person team in the Leadership Bismarck Mandan Class of 2019 sought donations for Mandan Flowers, a beautification project bringing hanging flowers baskets to downtown Main Street. The team hopes the project will turn into an annual effort.

A wide range of sponsorships was and still is available. Those sponsoring at the \$500 and above level will receive a certificate of appreciation. The Leadership Bismarck Mandan team and the Mandan Community Beautification Committee are very appreciative of all the project's sponsors. A full list of sponsors can be found online at [www.mandanflowers.com](http://www.mandanflowers.com).

Stem Sponsor \$1,000:

- Cloverdale Foods
- Lignite Energy Council
- Redmann Law, P.C.

Planter Sponsor \$500:

- Starion Bank

In-Kind Sponsor (doing all the watering for the project's first year):

- BOS Solutions

**ATTACHMENTS:** N/A

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: This is a presentation of certificates to sponsors donating \$500 or more to the Mandan Flowers Project.

SUGGESTED MOTION: N/A

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The Mandan City Commission met in regular session at 5:30 p.m. on July 2, 2019 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL:

1. *Roll Call of All City Commissioners.* Present were Mayor Helbling and Commissioners Braun, Davis and Rohr. Commissioner Larson arrived 5:37 p.m. Department Heads present were, Finance Director Welch, City Administrator Neubauer, Fire Chief Nardello, Building Official Ouradnik, Director of Public Works Bitz, Police Chief Ziegler, Planning & Engineering Director Froseth, Principal Planner Van Dyke, and Attorney Oster. Absent: Attorney Brown, Assessor Markley, Human Resource Director Cullen and Business Development and Communications Director Huber.

B. APPROVAL OF AGENDA:

Mayor Helbling announced that Item No. 6 from the Consent Agenda and Item No. 7 from New Business were removed at this time. Commissioner Rohr moved to approve the Amended Agenda as presented. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes. Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

C. MINUTES:

1. *Consider approval of the minutes from the June 18, 2019 Board of City Commission regular meeting.* Commissioner Davis moved to approve the minutes as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes. Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

D. PUBLIC HEARING:

1. *Consider vacation of a segment of 8th Ave NE between 16th St. NE and I-94.* City Planner Van Dyke stated that Tee and Ski LLC and the Mandan Parks District are seeking to vacate a segment of 8<sup>th</sup> Avenue Northeast between 16<sup>th</sup> Street Northeast and I-94. The subject property is west of Mandan Avenue NE and south of Old Red Trail NE at the southern end of 8<sup>th</sup> Avenue NE. The subject property is not paved. The City of Mandan has no plans to extend 8<sup>th</sup> Avenue NE across I-94 at this location stating that portion of 8<sup>th</sup> Ave. NE is unnecessary. The Mandan Parks District owns the adjacent property to the west. Both Tee and Ski LLC and Mandan Park District have entered an agreement to allow Tee and Ski LLC to acquire the entirety of the vacated right-of-way. Notices were published in the Mandan News for 4 weeks leading up to this public hearing. No comments have been received. The Engineering and Planning Office recommended approval of the vacation as presented in Exhibit 2.

Mayor Helbling announced this is a public hearing to approve the vacation of a portion of 8<sup>th</sup> Avenue NE between 16<sup>th</sup> Street NE and I-94 and invited anyone to come forward to speak for or against the vacation. A second announcement was made. A final announcement was made to come forward to speak for or against the vacation. Hearing none, this portion of the public hearing was closed.

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Commissioner Rohr moved to approve the vacation of a portion of 8<sup>th</sup> Avenue NE between 16<sup>th</sup> Street NE and I-94 as outlined in Exhibit 2. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

2. *Consider ratification of Planning and Zoning Commission recommendation for approval for a Mandan Union Cemetery Columbarium.* City Planner Van Dyke presented a request to consider ratification and approval for Mandan Union Cemetery columbarium. He explained that the City of Mandan owns and operates the Mandan Union Cemetery and is seeking a special use permit to establish a columbarium park in the green space area. The Mandan Union Cemetery Committee recommended the use of the park for the purposes of a columbarium. He explained that a columbarium is a location to store urns of those who have been cremated. Currently, the Mandan Union Cemetery only has space available for the burial of urns. A columbarium is an alternative placement for those who choose cremation. The proposed columbarium has 40 “niches”, or areas to place urns. Subsequent columbariums will be installed in a similar manner to the site plan submitted upon reaching the 40-niche capacity. The Planning and Zoning Commission unanimously approved the recommendation for approval of the Special Use Permit for the Columbarium area in Mandan Union Cemetery. The Planning and Zoning Commission recommend approval of the Special Use Permit for the Columbarium area in Mandan Union Cemetery.

Mayor Helbling announced this is a public hearing to approve the request for a Mandan Union Cemetery Columbarium and invited anyone to come forward to speak for or against the vacation. A second announcement was made. A final announcement was made to come forward to speak for or against the vacation. Hearing none, this portion of the public hearing was closed.

Commissioner Davis moved to approve the Special Use Permit for the Columbarium area in Mandan Union Cemetery. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Absent; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed. Commissioner Rohr stated the trend of many cities is to move towards columbariums.

E. BIDS:

F. CONSENT AGENDA

1. *Consider approval of minor plat for Replat of Lots 17-19, Block 3 Heart View Addition and amendment to a storm water/surface drainage easement affecting the subject property.*
2. *Consider approval of variance to the front setback to Lots 17-19, Block 3, Heart View Addition.*
3. *Consider approval of Special Event Permit for MPO Mandan Rodeo Days/Art in the Park 2019.*
4. *Consider request for permission to advertise for bids for the demolition of the structure at 210 5th St. NW.*
5. *Consider approval of the Silver Dollar Bar Beer Garden Special Event Permit Application for July 4th, 2019.*

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Commissioner Rohr moved to approve the Consent Agenda items 1 through 5 as presented. Commissioner Davis seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

G. OLD BUSINESS:

H. NEW BUSINESS

1. *Consider approval of new Class E liquor license for the Copper Dog Café located at 218 West Main Street.* City Administrator Neubauer stated that all new Class E liquor licenses must be approved by the Board of City Commissioners at time of application. The application for Copper Dog Café has been received and background checks have been run with no issues found. The fees will be collected upon approval noting that \$2,500.00 is the fee for the Class E liquor license for July 1, 2019 to June 30, 2020. He said that approval would be contingent upon the establishment meeting all Fire Code, Health & Safety Code, and Building Inspections codes and all property taxes paid. The Copper Dog Café is anticipating opening in July, 2019. He explained that a Class E license requires 50% food sales and 50% liquor sales.

Commissioner Davis moved to approve a new Class E liquor license for Copper Dog Café at 218 West Main Street contingent upon the establishment meeting all Fire Codes, Health & Safety Code, Building Inspection Codes and all property taxes and fees are paid. 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 approval of the fire department's request to amend the fire department 2019 building maintenance budget to include a \$20,000 increase with the additional funding to come from the 2019 City general fund.* Fire Chief Nardello presented a request to consider transferring funds from the 2019 general fund to the fire department building repairs budget. The Mandan Fire Department Station No. 1 rear door does not open in winter months due to concrete heaving from frost. Several contractors quoted repairing the concrete at the rear door and all contractors recommend replacing the entire 49.5 foot x 49.5 foot rear truck apron. There are no provisions within the 2019 fire department building repairs budget for the concrete repair therefore a budget amendment will be required to complete the needed repairs. Three quotes have been received for the concrete repair work with lowest quote of \$20,000. The cost of repairs and funding sources has been discussed with Finance Director Welch and he advised requesting a budget amendment to the fire department building repairs fund from the City general fund. Chief Nardello recommended amending the fire department 2019 building maintenance budget to include a \$20,000 increase with the additional funding to come from the 2019 City general fund.

Commissioner Braun moved to approve the fire department's request to amend the Fire Department 2019 building maintenance budget to include a \$20,000 increase with the additional funding to come from the 2019 City general fund. 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.

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3. *Consider the request from the Police Department to appoint Victoria Vayda to the Code of Enforcement Appeals Board with the term beginning at appointment and ending on December 31, 2021.* Police Chief Ziegler requested filling a vacant position on the Code Enforcement Appeals Board. The Code Enforcement Appeals Board consists of 3-5 members and they hear appeals of enforcement action taken by the Code Enforcement Officer. Victoria Vayda, who was on the Board expressed her interest in remaining on the Board. This is a reappointment. As the term for this position started on January 1, 2019, Ms. Vayda's term would begin at appointment and end on December 31, 2021. Chief Ziegler recommended the appointment of Victoria Vayda to the position of the Code Enforcement Appeals Board for a term beginning at appointment and ending on December 31, 2021.

Commissioner Larson moved to approve the appointment of Victoria Vayda to the Code Enforcement Appeals Board for the position with the term beginning at appointment and ending on December 31, 2021. 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.

4. *Consider the request from the Library to appoint Linda Ehreth to the Morton Mandan Public Library Board of Trustees to a three-year term to be held through June 2022.* Library Director Hawes requested the Board of City Commissioners to reappoint a City representative to the Morton Mandan Public Library (MMPL) Board of Trustees. She said that pursuant to the Memorandum of Understanding signed by both Commissions the MMPL operates with an equal number of city and county representatives therefore both the City and County Commissions should approve MMPL trustee appointments. She stated that at the June 24, 2019 meeting, the MMPL Board of Trustees approved a recommendation to appoint Linda Ehreth (City representative) to a second term as trustee on the Morton Mandan Public Library Board of Trustees. She previously served from July 2016-June 2019. Director Hawes recommended approval.

Commissioner Braun moved to appoint Linda Ehreth to the Morton Mandan Public Library Board of Trustees to a three-year term ending June 30, 2022. 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.

5. *Consider approving the necessary resolutions for set up of Street Improvement District No. 214, Project No. 2019-04 (16th Street NE).* Planning and Engineering Director Froseth presented a request to create and allow the assessments of specials related to authorize the required paperwork for the requested project, and allow for the project to be bid. The property owners within this district have unanimously requested a special assessment district be implemented for the purpose of constructing street and storm sewer improvements. The property owners requested this project move forward for construction in 2020. This is a request to start with the planning and engineering portions of the project. The total project cost will be divided among district participants through special assessments. He recommended putting in a sanitary sewer up to 16<sup>th</sup> Street to Old Red Trail and cap it before the road goes in and when the Old Red Trail project is started, it can be picked up from that point and constructed to the west, up north along 1806. The Utility Fund may be utilized to pay for the trunk sewer and these properties do

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not benefit much from that because its main trunk line is north of the location. The Park Board district and two other landowners would be the parties to this particular assessment. The assessment will be determined by the policy for commercially owned properties and that will apply in this case to be assessed by square foot in the district.

Commissioner Davis moved to approve the Resolution creating district, approve Resolution approving Engineer's Report, approve Resolution determining sufficiency of petition, and approve feasibility report for Street Improvement District No. 214, Project No. 2019-04 (16<sup>th</sup> Street NE). Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Davis: Yes; Commissioner Larson: Yes; Commissioner Braun: Yes; Mayor Helbling: Yes. The motion passed.

6. *Consider Entering into an Engineering Service Agreement with KLJ for Street Improvement District No. 214, Project No. 2019-04 (16th Street NE).* Planning and Engineering Director Froseth presented a request to enter into an Engineering Service Agreement with KLJ outlining responsibilities to plan and design the 16<sup>th</sup> Street NE project. The property owners within this district have unanimously requested a special assessment district be implemented for the purpose of constructing a street and storm sewer improvements and they indicated KLJ as their engineers of choice for the planning and design of it. City staff agrees that KLJ is the best consultant engineering firm for this project given their experience and success with projects adjacent to this one as outlined in their cover letter. The property owners would like to see this project move ahead for construction in 2020 and are requesting to start now with the planning and engineering of the project. The total project cost, including these engineering costs, would be divided up among benefitting properties of the district.

Commissioner Rohr moved to approve entering into an Engineering Service Agreement with KLJ for Street Improvement District No. 214, Project No. 2019-04 (16<sup>th</sup> Street NE). Commissioner Davis seconded the motion.

Commissioner Larson commented that pursuant to the last action item, there is a fair amount of property owned by a public entity so while all the property owners all agreed to this, she said she does not believe this is a good practice for the City Commission to take public funds and bypass the usual RFP process and do a direct award. She believes that is an inappropriate use of public funds. She does not support this request. Commissioner Rohr requested an alternative resolution from Commissioner Larson. Commissioner Larson suggested that the City Engineering staff should issue an RFP for this project. Commissioner Davis inquired if the three property owners agreed as KLJ as their preferred choice and they agreed to that - is that appropriate in this case for neighboring property owners to agree on the engineering firm to contract for a project? Director Froseth stated that via an email the three property owners were contacted and all three indicated their preference for KLJ to be the engineer on this project. Commissioner Davis requested clarification on this process versus a regular RFP going out. Administrator Neubauer commented that this process was used when the expansion occurred that currently is in process on the widening of Old Red Trail, explaining that KLJ has experience within that area, when they were involved in the Old Red Trail project. He did not think RFP's were obtained with the expansion of those turning lanes on Old Red Trail. Director Froseth stated that he would be comfortable with KLJ for this project. Mayor Helbling commented that with the support of the

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three property owners and the City Engineer supporting KLJ as the engineer of choice it is a waste of time of the process if everyone agrees to it. Commissioner Larson commented that knowing there are many engineering firms to select from in the community that this is a bad precedent because public funds are involved. She stressed the process for this should be followed. Mayor Helbling inquired who is doing the sewer expansion and the trunk line expansion. Director Froseth stated that KLJ is working on the 1806 north project and that includes the sanitary sewer expansion. They were the engineers that did the widening of Old Red Trail two years ago and they also did the site plan for the sports complex and they did the replatting of this area. They have experience in this area. They did the preliminary work to do the trunk line going north. Commissioner Rohr recommended looking at the best practice approach. He asked counsel if there is any indication or anything regarding this process that the City Commission needs to be advised on. Attorney Oster replied she would look into what was done in the past without issue, but she questioned that as well. Director Froseth said he consulted Attorney Brown before bringing this matter before the City Commission. For a qualification based services – he is not aware of one, but if it is for a contract for construction projects those limits are in place. He explained that for a project estimated above \$25,000 is the internal limit for that, but if it's a selection phase, the city does not have that same hard number because the engineer's office needs may need assistance in designing the project. Mayor Helbling stated that if there is an RFQ, they are already qualified for several phases of the project already in place. An RFP is different. Director Froseth said that 2020 is still the assumption however, the DOT may want to postpone to 2021 to stay in line with the 1806 project if that goes to 2021. Director Froseth commented that he has not discussed with the property owners the possibility of moving the project to 2021. Mayor Helbling suggested contacting the property owners regarding the DOT's recent decision and see if they still want to proceed with this project. Legal complications could be researched in the meantime. Director Froseth agreed with Mayor Helbling's suggestion and he agreed to do that and bring the responses back to the next meeting.

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

Commissioner Rohr motioned to table this matter until the next meeting. Commissioner Davis seconded the motion.

Commissioner Davis inquired if there is a policy on this issue or will it be clarified?

Finance Director Welch stated that if the contract is in the City's name the normal threshold for procurement for bidding is when those contractual services are estimated to amount to more than \$25,000. However, the Board does reserve the right to waive the competitive bid requirement if it exceeds \$10,000 but then the Board would have to acknowledge in writing or justify why those competitive bids were waived. The City does have the ability within the Code of Ordinances to do that. The normal rule of thumb is if it is over \$25,000 it is usually through a competitive bidding requirement. If it's over \$10,000 the Board reserves the right to waive the bidding requirement but it has to justify the reasons for doing so. If the contract is in the city's name the City has the procurement requirements to follow. Roll call vote: Commissioner Rohr: Yes;

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

## I. RESOLUTIONS AND ORDINANCES

1. *First consideration of Ordinance No. 1315 to create a new Article 4-4 of the Mandan Code of Ordinances relating to Special Event Permit.* Layn Mudder, President MPO presented a request for the approval of a variance for the sale of alcohol to allow alcoholic beverages to be sold and dispensed in a designated outdoor area without required enclosure of fencing. This request is for an ordinance for this one event only in 2019. He explained that the Mandan Progress Organization and the Musicians Association are planning an alternate event for the Wild West Grill Fest. Food and beverage vendors would be set up on the 400 and 500 blocks of West Main Street. The event is scheduled for Friday, August 9, 2019 from 4:00-9:00 pm and Saturday, August 10, 2019 from 11:00 am - 9:00 pm. He explained that the areas would be clearly marked to the designate areas where beverages would be allowed and there will be security in place monitoring the area. Designed plastic receptacles would also be utilized to control and monitor sales. Anyone purchasing adult beverages must have a required wristband. Dykshoorn Park would be set up for craft and business vendors, kid's games and rides with entertainment at the Band Shell. A review of ordinances in place for other cities in the state with similar circumstances was reviewed which is the source of where these guidelines were obtained. Police Chief Ziegler said the area will be well defined and that security will be placed in the area.

Commissioner Rohr moved to approve Ordinance No. 1315 to allow for the sale and distribution of adult beverages on the 400 and 500 blocks of west Main Street and in Dykshoorn Park for the dates of August 9 and 10, 2019 as outlined. 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. Mayor Helbling requested citizens to follow the rules for Fireworks during the 4<sup>th</sup> of July weekend. The MPO is doing a 50/50 raffle to help support the Mandan events. There will be two winners who will split the proceeds of the money collected. In addition, Commissioner Rohr commented that the Art in the Park Committee encouraged citizens to not bring their dogs to this event due to many complaints that have been received in the past regarding dogs in the park.

2. *Consider moving into executive session pursuant to North Dakota Century Code § 44-04-19.1(9) and 44-04-19.2(2) to discuss negotiation strategy related to litigation August Kersten, Brian Berube and Lonesome Dove, Inc. vs. City of Mandan.* Commissioner Davis motioned recess the regular meeting and move into Executive Session at 6:17 pm. 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.

K. ADJOURNMENT:

There being no further actions to come before the Board of City Commissioners, Commissioner Rohr moved to adjourn the meeting at 6:38 p.m. Commissioner Davis seconded the motion. The motion received unanimous approval of the members present. The motion passed.

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James Neubauer  
City Administrator

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Tim Helbling  
President, Board of City Commissioners



Bid No. 1

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** July 16, 2019  
**PREPARATION DATE:** July 12, 2019  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE & Mitch Bitz  
**PRESENTER:** Justin Froseth, Engineering & Planning Director  
**SUBJECT:** Custer Drive Watermain Pipe Bursting Project  
#2019-06 Bid Opening

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**STATEMENT/PURPOSE:** To consider award a contract for bids received for a watermain pipe bursting project in the Northwest part of the City.

**BACKGROUND/ALTERNATIVES:** On July 12 we received 1 bid on the project. The Engineer's Estimate was \$349,190.00. The low and only bid was received by Basaraba Excavating. Their bid is for a total project cost of \$436,360.

Though the bids came in higher than estimated by about 25%, Engineering and Public works discussed the pros and cons to accepting vs. rejecting. It is a near certainty that we would not be able to get a better price to replace this segment of watermain in 2019. We could rebid and set a deadline to complete in 2020, but with the amount of breaks experienced in this area over the years, and especially the past winter, we can expect the same rate of breaks next winter which results in significant disruption and cost to address each break. Therefore, we are recommending to award this project to Basaraba and complete this year.

In order to accomplish this project and take care of other watermain replacement needs, the 2019 water utility fund will need to be amended to meet the funding demand. We are recommending that be done concurrent with the award to make sure the fund goes to our most dire utility maintenance need.

**ATTACHMENTS:**

1. Bid Tabulation
2. Resolution Approving Contract and Contractor's Bond
3. Area Watermain Break Map

**FISCAL IMPACT:** Costs will be paid through the City Water Utility Fund. The 2019 Water Utility Fund will need to be amended by \$130,000. Finance Director Welch was

Board of City Commissioners

Agenda Documentation

Meeting Date: July 16, 2019

Subject: Custer Drive Watermain Pipe Bursting Project #2019-06 Bid Opening.

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consulted in the recommendation to amend utility funds and indicated that funds would be available to move to the water utility fund for this project.

**STAFF IMPACT:** Minimal

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

**RECOMMENDATION:** Recommended to approve the award for the Custer Drive Watermain Pipe Bursting Project #2019-06 that was opened July 12 to Basaraba Excavating and Dirt Works, LLC. and amend the 2019 water utility budget by adding \$130,000 to cover this work.

**SUGGESTED MOTION:** I move to approve the resolution of award for the Custer Drive Watermain Pipe Bursting Project #2019-06 that was opened July 12 to Basaraba Excavating and Dirt Works, LLC., and amend the 2019 water utility budget by adding \$130,000 to cover this work.

## Proposal

Watermain Improvement Project

June 20, 2019  
Project No. 2019-06

To the Honorable President and members of the Board of City Commissioners  
City of Mandan, Mandan, North Dakota

The undersigned hereby certifies that he has personally examined the location and construction details of work outlined on the plans and specifications for the Watermain Improvement 2019-06 within the City of Mandan, ND, and has read and thoroughly understands the plans and specifications and contract documents governing the work embraced in this improvement in accordance with said plans, specifications and contract documents and at the following schedule of rates and prices:

BID NO.	SPEC. SEC.	ITEM	QUANTITY		UNIT PRICE	AMOUNT
1	901-4.10	6" WATERMAIN	1,364	LF	\$95.00	\$129,580
2	901-4.11	8" WATERMAIN	68	LF	\$130.75	\$8,891
3	901-4.13	12" WATERMAIN	257	LF	\$142.00	\$36,494
4	901-4.54	12" GATE VALVE & BOX	2	EA	\$4,300	\$8,600
5	901-4.51	6" GATE VALVE & BOX	8	EA	\$2,200	\$17,600
6	901-4.70	6" HYDRANT	2	EA	\$7,450	\$14,900
7	SP-NO. 14	1" POLY WATER SERVICE	190	LF	\$59.00	11,210.00
8	1209-4.40	3/4" WATER SERVICE CONNECTION	28	EA	\$1,500	\$42,000
9	1209-4.41	1" WATER SERVICE CONNECTION	3	EA	\$1,650	\$4,950
10	1209-4.42	1 1/4" WATER SERVICE CONNECTION	1	EA	\$1,975	\$1,975
11	SP-NO. 6	TEMPORARY WATER SERVICE CONNECTION	1	LS	\$25,000	\$25,000
12	SP-NO. 7A	REPLACE LEAD SERVICE	1	EA	\$6,400	\$6,400
13	SP-NO. 7B	REPLACE LEAD SERVICE	1	EA	\$2,550	\$2,550
14	SP-NO. 9	SURFACE RESTORATION	1	LS	\$63,400	\$63,400
15	SP-NO. 10	REMOVE UNKNOWN OBSTRUCTION	5	EA	2,500	\$12,500
16	SP-NO. 12	SANITARY SEWER SERVICE REPAIR	10	EA	\$3,500	\$35,000
17	SP-NO. 13	TELEWISE SEWER SERVICE	20	EA	\$250	\$5,000
18	1211-5	TRAFFIC CONTROL	1	LS	\$2,700	\$2,700
19	1209-4.51	1" CB STOP & 1 1/2" CB BOX	5	EA	\$1,522	\$7,610
<b>TOTAL PROJECT COST</b>					<b>\$</b>	<b>\$436,360.00</b>

Quantities: This is a unit price bid. The Contractor shall have all pavement work completed by no later than November 1, 2019 and all work fully completed no later than November 15, 2019. It is anticipated that work will be required during this time frame

**RESOLUTION**  
**APPROVING CONTRACT AND CONTRACTOR'S BOND FOR**  
**WATERMAIN IMPROVEMENT PROJECT 2019-06**

BE IT RESOLVED by the governing body of the City of Mandan, North Dakota (the "City"), as follows:

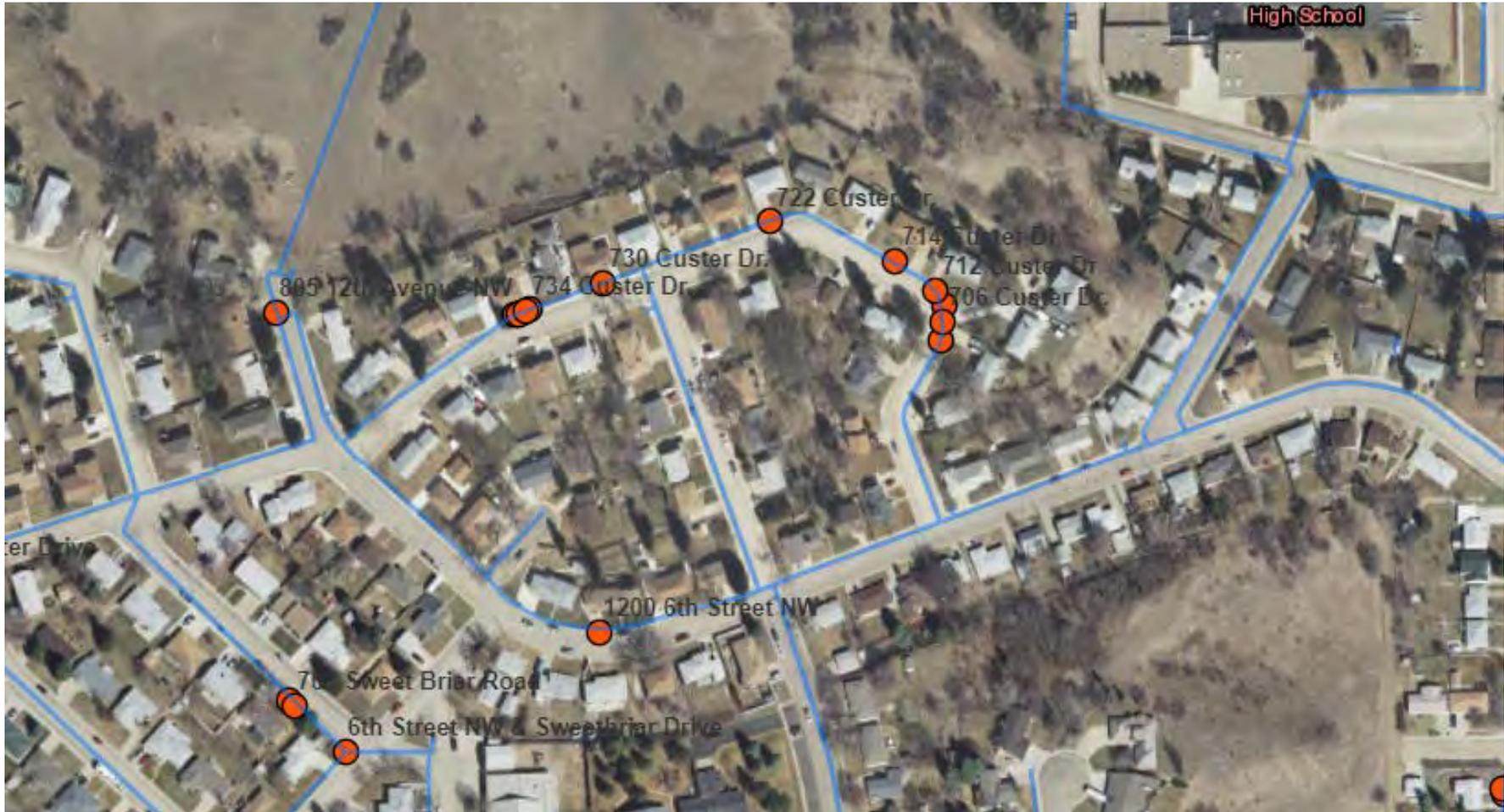
1. It is hereby found and determined that this Board has heretofore caused Notice for Advertisement for Bids to be made for a Watermain Improvement Project 2019-06 of said City, and has duly and publicly opened and considered said bids received pursuant to said Notice.
2. Said improvement is hereby ordered to be constructed in accordance with the plans and specifications therefor as heretofore adopted by this Board pursuant to a resolution duly adopted by this Board.
3. It is hereby found and determined that the lowest responsible bidder for various categories of the work, material and skill required for said improvement is Basaraba Excavating & Dirt Works, LLC whose bid provides for the construction of said improvement at a total estimated base price of \$436,360.00.
4. The President of the Board of City Commissioners of the City of Mandan and City Auditor are hereby authorized and directed to make and enter into a contract with said bidder on the part of the City, in the form prescribed by Sections 48-01.1-07 and 48-01.2-09, N.D.C.C. as amended, provided that said bidder shall within ten (10) days from this date execute said contract and a construction bond conditioned in accordance with the provisions of Section 48-01.2-10 of said Code.

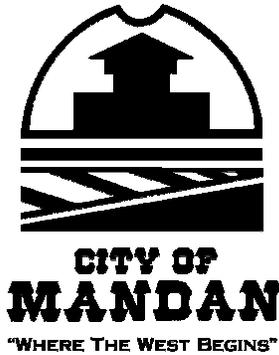
Dated this 16th day of July, 2019

\_\_\_\_\_  
\_\_\_\_\_  
President, Board of City Commissioners

Attest:

\_\_\_\_\_  
City Administrator





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** July 16, 2019  
**PREPARATION DATE:** July 1, 2019  
**SUBMITTING DEPARTMENT:** Mandan Police Department  
**DEPARTMENT DIRECTOR:** Chief Jason Ziegler  
**PRESENTER:** Chief Jason Ziegler  
**SUBJECT:** Grant Application to fund Sexual Assault Nurse Examiners completing Child Abuse and Sexual Assault Exams for Dakota Child Advocacy Center

#### STATEMENT/PURPOSE:

To allow the City of Mandan to apply for a grant through the North Dakota Attorney General's Office and receive funds for the Central Dakota Forensic Nurse Examiners (CDFNE) and Sanford Health Bismarck to conduct examinations of Children who are victims of sexual assault and abuse. The grant recipient must be a political subdivision, which is why we are making the request. This JAG Grant will fund CDFNE Nurses to conduct exams for the Dakota Child Advocacy Center.

#### BACKGROUND/ALTERNATIVES:

The CDFNE benefits the Bismarck-Mandan area, not just one jurisdiction. The CDFNE Nurses are a vital program for local children who are victims of sexual assault and child abuse and neglect. This program is frequently used by the Mandan Police Department and other surrounding agencies when investigating crimes of child sexual assault and abuse. The project narrative in the attachments to this document gives a more in-depth explanation of the program.

#### ATTACHMENTS:

1. Grant Application
2. Project Narrative
3. Agreement (MOU) between the City of Mandan, SANE Program and Sanford Health

#### FISCAL IMPACT:

The amount of funds requested on the grant application is \$50424.00

Board of City Commissioners

Agenda Documentation

Meeting Date: July 16, 2019

Subject: Grant Application for the SANE Nurse Examiners and Sanford Health

Page 2 of 2

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**STAFF IMPACT:**

The Mandan Police Department will collect the needed paperwork from the SANE program and Sanford Health and will submit the paperwork quarterly as required by the grant. The finance department will issues payments to Sanford Health.

**LEGAL REVIEW:**

The Grant Application and other documents will be sent to City Attorney for Review

**RECOMMENDATION:**

I recommend approval of the attached grant application and acceptance of funds for the SANE Examiners program, along with the agreement between the City of Mandan and the SANE Examiners.

**SUGGESTED MOTION:**

I move for approval of the attached grant application and the acceptance of funds for the SANE Examiners.

**SEXUAL ASSAULT NURSE EXAMINERS (SANE)**

ND OFFICE OF ATTORNEY GENERAL

**I – APPLICATION OVERVIEW**

<b>Grant Recipient Name (city/county/state agency)</b> <b>City of Mandan</b>			
Level of Government (check one) <input type="checkbox"/> State <input type="checkbox"/> County <input checked="" type="checkbox"/> City/Town <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Park District <input type="checkbox"/> School District <input type="checkbox"/> Local Government			
Authorized Official Name <b>Timothy Helbling</b>		DUNS Number <b>022227719</b>	Telephone Number <b>701-667-7460</b>
Authorized Official Title <b>Mayor</b>		Email Address of Authorized Official	
Authorized Official Street Address <b>205 Second Avenue NW</b>		City <b>Mandan</b>	State <b>ND</b>
Authorized Official Mailing Address (if different)		City	State
			Zip Code <b>58554-3125</b>

<b>Implementing Agency Name</b> <b>Sanford Health Bismarck</b>		Multi Agency Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Multi-Jurisdiction Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Director Name <b>Cheryl Page</b>		Title <b>Director, Emergency</b>	
Email Address <b>Cheryl.Page@SanfordHealth.org</b>		Telephone Number <b>701-323-2872</b>	
Agency Street Address <b>300 7th Street N</b>		City <b>Bismarck</b>	State <b>ND</b>
Project Director Mailing Address (if different) <i>Cheryl Page, RN</i>		City <i>Bismarck</i>	State <i>ND</i>
Fiscal Officer Name <b>Mitchell Hohbein</b>		Title Financial Grant Administrator	Email Address <b>mitchell.hohbein@sanfordhealth.org</b>
Agency Street Address <b>1601 12th Street N</b>		City <b>Bismarck</b>	State <b>ND</b>
Agency Mailing Address (if different)		City	State
			Zip Code <b>58501</b>
Authorized Program Area (select all that apply) <input checked="" type="checkbox"/> Direct Victim Support <input type="checkbox"/> Support of Advocacy Services <input type="checkbox"/> Emergency/Long Term Crisis Services <input type="checkbox"/> Development and Implementation of Direct Care <input type="checkbox"/> Residential Care <input type="checkbox"/> Programs Promoting Positive Outcomes for Victims <input type="checkbox"/> Training for Law Enforcement/Victim Service Providers			

**II - BUDGET NARRATIVE & CALCULATIONS - Totals must equal budget summary total for each section. Applicants should indicate the total cost for each category of the proposed project, and indicate what portion of that project will be funded by this award, and what portion will be funded through other means.**

**A. Personnel** - List each position by type. Compensation for employees engaged in grant activities must be consistent with that paid for similar work within the surrounding areas. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits may include common items such as payroll taxes, health and life insurance, and retirement contributions. (PROVIDE A CONTINUATION/SUSTAINABILITY PLAN IN AREA BELOW.)

Name/Position	Rate/ Month	Fringe/ Month	# of Months	Percentage of Time	Total Cost	Non-State Contribution	State Request
Total State Request:							

**Continuation/Sustainability Plan -**

**B. Overtime** - List overtime by type of position. Overtime for employees engaged in grant activities must be consistent with that paid for similar work within the surrounding areas.

Name/Position -or- Type of Position	Overtime Rate/Hour	Overtime Fringe/Hour	# Hours	Total Cost	Non-State Contribution	State Request
Total State Request:						

**C. Travel & Training** - Itemize travel expenses of project personnel by purpose (i.e. training, meetings, investigations, etc.). Show calculations (i.e. Training A = 2 staff x 2 days x \$X airfare, \$X lodging for X nights, \$X per diem for X days; or Patrol Travel X miles/month for X months at \$X per mile). State rates for in-state travel, or GSA rates for out-of state travel apply.

Purpose of Travel	Calculation	Total Cost	Non-State Contribution	State Request
<b>Total State Request:</b>				

**D. Equipment** - List non-expendable items that are to be purchased that are \$5000 each or more. Items that do not meet these criteria should be considered Supplies. Rented or leased equipment should be listed in the Equipment Rent/Lease category. Attach a sheet using this format if you have additional items.

Item	Calculation	Total Cost	Non-State Contribution	State Request
<b>Total State Request:</b>				

<b>E. Equipment Rent/Lease - List equipment items to be rented or leased.</b>				
<b>Item</b>	<b>Calculation</b>	<b>Total Cost</b>	<b>Non-State Contribution</b>	<b>State Request</b>
<b>Total State Request:</b>				

<b>F. Supplies - List items by type (office supplies, postage, training materials, copy paper) and show basis for calculation. Generally, supplies include any materials that are expendable or consumed during the course of the project (includes equipment under \$5000). Attach a sheet using this format if you have additional items.</b>				
<b>Supply Items</b>	<b>Calculation</b>	<b>Total Cost</b>	<b>Non-State Contribution</b>	<b>State Request</b>
<b>Total State Request:</b>				

<b>G. Consultants/Contracts</b> - State service to be provided, anticipated hourly or daily rates, and estimated time on the project. Also include expenses to be paid to the consultants in addition to their fees (i.e., travel, meals, lodging, etc.)				
<b>Consultant/Contract &amp; Service to be Provided</b>	<b>Calculation</b>	<b>Total Cost</b>	<b>Non-State Contribution</b>	<b>State Request</b>
Central Dakota Forensic Nurse Examiners	Sexual assault nurse examiners for 24 month of on-call coverage @ \$1,910 per month	45840.00		
<b>Total State Request:</b>				45840.00

<b>H. Other Costs</b> - List items (i.e. direct victim support, facility rent, printing, telephone/cell phone, janitorial or security services)				
<b>Description</b>	<b>Calculation</b>	<b>Total Cost</b>	<b>Non-State Contribution</b>	<b>State Request</b>
Indirect	Indirects - 10%	4584.00		4584.00
<b>Total State Request:</b>				4584.00

**III - BUDGET SUMMARY**

<b>Category</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>State Request</b>
A. Personnel			
B. Overtime			
C. Travel/Training			
D. Equipment			
E. Equipment Rent/Lease			
F. Supplies			
G. Consultants/Contracts	<b>45840.00</b>		<b>45840.00</b>
H. Other Costs	<b>4584.00</b>		<b>4584.00</b>
<b>Total State Request:</b>			<b>50424.00</b>

**IV - IMPLEMENTING AGENCY BUDGET SUMMARY** - List the entire agency's budget for its current fiscal year, including all funding sources. The total amount of the budget line items should equal the total amount of funding sources.

Line Item	Current Operating Budget Amounts	
Personnel		
Operating Expenses		
Equipment		
<b>Total Budget</b>		
Funding Sources	Amount	Percentage of Total Agency Budget
Justice Assistance Grant-JAG (Federal Portion Only)		
State General Fund		
Local Government General Fund		
Community Development Block Grant		
Victims of Crime Act (VOCA)		
STOP Violence Against Women Act		
Federal Family Violence		
Domestic Violence Prevention Fund		
Crime Victims Assistance (CVA)		
United Way		
Foundations		
Donations		
Court Fees		
Other (specify)		
<b>Total Funding</b>		100%

**V - AGENCY FUNDING SOURCES AND PROGRAM INCOME**

**A: Funding Sources**

<b>Funding Sources</b> List any <b>other sources</b> of grant funding supporting this project's activities.	<b>Amount</b>
<b>Other (specify):</b>	
<b>Total Funding</b>	

## VI - PROJECT NARRATIVE

**1. Project Description** - Describe the proposed project and how it addresses specific problems, include specifics about the services to be provided, how the services will be provided, and the project deliverables.

Sanford Bismarck fully supports the organization, Central Dakota Forensic Nurse Examiners. This is an organization that is committed to improving the response to child abuse; we participate in a community partnership that utilizes a comprehensive multidisciplinary team (MDT) approach to investigating child abuse. The Central Dakota Forensic Nurse Examiners offers services to children (0-18) and their families when they are suspected victims of child sexual abuse and severe physical abuse.

According to the Kids Count Data Center, the percentage of children in North Dakota requiring services due to child abuse and neglect has steadily increased from 17.8% 2010 to 27.3% in 2015. As the need for these services continues to trend upwards, it is critical that our team has the ability to ensure access to services and resources for our patients.

The number of medical examinations conducted each year fluctuates - 53 in 2016, 37 in 2017, and 85 in 2019. As the number of children we see continues to fluctuate, we are experiencing an increased need for services resulting in continual increases in costs to operate. Currently, there is 24/7 on-call Sexual Assault Nurse Examiner (SANE) coverage available for victims ages 14 and up in the Bismarck-Mandan region, but very minimal SANE coverage available for children ages 13 and below.

The Bismarck, ND area has very few organizations that are qualified to provide the programming, resources and services necessary for sexual abuse victims to heal both physically and mentally. The Central Dakota Forensic Nurse Examiners, Sanford Bismarck work closely with the DCAC. The DCAC is the only Children's Advocacy Center within a 100-mile radius of Bismarck. If there is not an available nurse on call or a provider that can complete the examination, these patients may have to travel to Fargo, Minot, or Sioux Falls for their exam. Unfortunately, due to the cost of travel - many families forgo medical examination and treatment.

When a child is sexually abused and/or assaulted, there is only a 72 hour window where evidence can be collected and a 48 hour window to administer Plan B and/or HIV Prophylactic medicine. Having on-call services available 24/7 is critical to minimize the trauma experienced by child victims of sexual abuse and enable them to begin their journey to recovery.

Sanford Bismarck is requesting funds to assist in improving access to trained sexual assault nurse examiners in the Bismarck area by increasing the availability of on-call nurses available to conduct examinations. In order to improve access, Sanford Bismarck will contract with the Central Dakota Forensic Nurse Examiner's group to provide on-call nurses. Funding will ensure there is always a SANE nurse on-call to conduct pediatric examinations for patients who have already suffered the devastation of sexual assault and who will not have to drive to Fargo, Minot, or Sioux Falls for an examination, or wait until a nurse is available to conduct the examination. In some cases, patients have no choice but to wait until a nurse is available - and at that time, they may fall outside of the evidence collection time line.

Funding from the North Dakota Office of Attorney General - Bureau of Criminal Investigation will ensure that children who have suffered the devastating effects of sexual abuse, and their families, will have access to effective and efficient examinations so they can begin their journey to recovery.

**2. Current Efforts** - Clearly define what efforts are currently underway in response to the problems identified in the project description. Explain how current efforts relate to the project proposed here, will they be continued, modified or expanded? Additionally, provide relevant supporting data in the form of victim service data that reflects the agency's current and past efforts.

We continue to seek funding for victims of child abuse, so that families never have to incur the costs of this horrible crime. Unfortunately, the number of kids we see continues to rise, along with the number of services we offer for our families and the rising costs of these services. We also continue to seek assistance from other grants and foundations. In the past few years, we have also been successful in acquiring additional reimbursement from Medicaid for services.

**3. Collaboration with Other Agencies** - Describe in detail how your agency has collaborated or cooperated with other agencies in providing human trafficking services, or describe how your agency intends to collaborate with other agencies/patterns during the grant period.

In order to improve access and ensure services are consistently available, Sanford Bismarck contracts with the Central Dakota Forensic Nurse Examiner's (CDFNE) to provide on-call nurses who are trained in examining children under the age of 14. This will also ensure families do not have to travel in order to receive services or risk them forgoing treatment due to lack of resources.

Along with collaborating with the CDFNE we also collaborate with the DCAC, a community partnership that is committed to improving the response to child abuse. Professionals from social services, law enforcement, prosecution, victim advocacy, and the medical and mental health community come together under one roof so a child only has to tell of his or her abuse one time. They are unique in services and structure, as they are accessed and used by rural counties from 51% of the state and have signed interagency agreements with 23 counties and eight state, federal, and tribal agencies.

Our protocol requires that all referrals go to the DCAC for investigative purposes come from law enforcement, social services, and/or prosecution. If the initial contact is made to the DCAC before these sources, our team assists in facilitating those referrals.

An Advisory Board meets monthly to discuss and evaluate the services provided by the DCAC through case review and policy and procedure management. The DCAC also holds monthly case review to discuss the child cases for the previous month with the MDT. The Federal Victim Witness Coordinator works closely with us on federal cases and helps coordinate services for those victims. In addition to receiving referrals from other agencies, it is required that law enforcement and social services be present for forensic interview to contribute their input and insure that the proper information is obtained from the child. We meet regularly for case review and peer review on cases. Team members talk regularly about cases and we refer to each other to meet the family's needs.

**4. Continued Funding** - Describe in detail what plans or steps are in place to assure continuing of the project after the grant period.

This project has commitment from our hospital, task force, community, and state to continue. In the past several years, the DCAC has worked diligently to diversify its funding sources. We are in a unique situation as we rely on community, local, state, and federal grants to fund the center. Therefore, we are always in the process of looking at new funding sources, as others fade away. We continue to work with the state and insurance providers to make sure that all necessary services are reimbursable.

## VII - PROJECT GOALS, OBJECTIVES, TIMELINE, AND PERFORMANCE MEASURES

**1. Overall Project Goals** - State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Develop and sustain an effective mental health program.)

To reduce gaps for timely access to examinations and treatment for children who have experienced abuse by providing 24/7 SANE coverage for children ages 13 and under.

**2. Objectives** - (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in measurable terms. (Example: Increase the number of mental health services available.)

- 1) Extend contract with the Central Dakota Forensic Nurse Examiner's group, ensuring 24/7 SANE coverage for children ages 13 and under in the Bismarck region.
- 2) Conduct bi-annual meetings with Central Dakota Forensic Nurse Examiner's group to monitor coverage and access issues.
- 3) Conduct peer reviews on all examinations with positive findings to ensure accuracy in examinations.

**3. Timeline** - Provide a detailed timeline for expenditure of project funds and completion of project goals and objectives.

Grant funding will ensure 24/7 on-call SANE coverage for children ages 13 and under throughout the grant period (~~June 14, 2019 through July 19, 2021~~). Continuous coverage will ensure the consistent availability of a specially-trained SANE Nurse in Bismarck. The grant period July 1, 2019 - June 30, 2021.

**4. Performance Measures** - Describe the measures by which you will determine your project's success. Provide a description of how data supporting these measures will be collected: (Example: Number of victims served.)

Project success will be measured by

- 1) The number of medical examinations completed in the Bismarck region - unfortunately, past experience has shown that if a SANE nurse is unavailable in Bismarck, families will forgo examination as many do not have the resources to travel.
- 2) Continuous coverage of cases presenting to the Sanford Bismarck Emergency Department.
- 3) Peer review of examinations with positive findings to ensure integrity and accuracy in examinations.

**VIII – AUTHORIZED SIGNATURES**

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

\_\_\_\_\_  
Signature of Authorized Official (political subdivision)

\_\_\_\_\_  
Date

*Cheryl Page RN*  
\_\_\_\_\_  
Signature of Project Director

*7/9/2019*  
\_\_\_\_\_  
Date

**Mitch Hohbein**  
\_\_\_\_\_  
Signature of Fiscal Officer

Digitally signed by Mitch Hohbein  
Date: 2019.07.02 12:47:48 -05'00'

**7/2/2019**  
\_\_\_\_\_  
Date

**AGREEMENT BETWEEN  
THE CITY OF MANDAN  
AND SANFORD BISMARCK**

1. The City of Mandan (**City**) shall apply for a Sexual Assault Nurse Examiner Services grant (the **Grant**) for the years 2019 through 2021 and provide any proceeds received under the Grant to Sanford Bismarck (**Sanford**), located at 300 North Seventh Street, Bismarck, ND, conditioned upon **Sanford's** compliance with all the terms and conditions of the **Grant** and in accordance with any subsequent provisions, requirements and assurance promulgated by the State of North Dakota that apply to the **Grant**. Any subsequent requirements shall be specifically incorporated herein.
2. The **City** shall provide the **Grant** funds to **Sanford** only on the condition that said funds shall be available from the State of North Dakota. Failure of the **City** to receive grant funds from the State of North Dakota shall cause this agreement to be terminated. If the **City** receives funds less than the full amount anticipated in the contract, **Sanford** will receive the lesser amount.
3. **Sanford** agrees to, and shall follow and adhere to, all the provisions, requirements, and assurances of the Financial Assistance Award as set forth in Federal Register Vol. 78, No. 248, December 26, 2013, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, **Sanford** agrees to and shall follow any subsequent provisions, requirements and assurances promulgated by the State of North Dakota and applicable to the **Grant**. Failure to adhere to the above mentioned requirements, provisions, and assurances shall cause this Agreement to be terminated at the discretion of the **City** or State.
4. The Parties agree to hold each other harmless from any and all liability, claims, damages and litigations arising from, or under the terms of this Agreement. **Sanford**, its officers, agents and employees and assigns agree to hold the State of North Dakota harmless from any and all liability, claims, damages and litigations arising from, or under the terms of this Agreement.
5. **Sanford** and the **City** understand that the ownership of any equipment purchased under the terms and conditions of this agreement and costing \$5000 or more remains with the City and ownership of any equipment costing less than \$5000 shall remain with **Sanford** upon completion of the project.
6. This Agreement shall be binding upon **Sanford** and its successors and assigns, except that **Sanford** may not assign or transfer its rights without prior written consent of the **City** and the State. This Agreement shall inure to the benefit of the **City** and its successors and assigns.
7. All federal and state laws insofar as are applicable shall be specifically made a part of this Agreement.

8. This Agreement shall be governed by the laws of the State of North Dakota. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remaining provisions.
9. The terms and conditions of this Agreement may only be amended or supplemented by written agreement of both parties and with the concurrence of the State of North Dakota to make amendment or supplement. The **City** and **Sanford** agree that no oral change or modification of this Agreement shall be allowed and no claim based upon any purported oral change or modification shall be made.
10. It is agreed between the parties that this Agreement is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
11. All information contained in the application as stated by **Sanford** is correct and accurate, any material misstatement verified by the State of North Dakota may be considered a breach of the grant award document, and may result in the termination of the grant award at the discretion of the state.
12. The Grant Award and Acceptance and the Certified Conditions Sexual Assault Nurse Examiner Services Program are incorporated and made a part of this Agreement. All of the requirements of the grant regarding activities to be performed, time schedules, project policies, flow-through requirements, dollar limitations of the agreement, cost principals used in determining allowable costs and all other grant conditions, policies and procedures must be followed by **Sanford**.
13. This Agreement shall be effective upon the later date below.

By: \_\_\_\_\_  
 Sanford Bismarck

\_\_\_\_\_  
 Tim Helbling  
 Mayor, City of Mandan

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Attest: \_\_\_\_\_  
 Jim Neubauer  
 City Administrator, City of Mandan



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** July 16, 2019  
**PREPARATION DATE:** July 9, 2019  
**SUBMITTING DEPARTMENT:** Engineering & Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, Engineering and Planning Director  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Consider Approval of Minor Plat of Midway 16<sup>th</sup> Addition

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STATEMENT/PURPOSE:

Consider approval of Minor Plat for Midway 16<sup>th</sup> Addition.

BACKGROUND/ALTERNATIVES:

This subject property is located on the east side of 36<sup>th</sup> Ave. SE and abuts Memorial Hwy SE.

The proposed minor plat is a property boundary adjustment between Lot 3, Block 2, Midway 10<sup>th</sup> Addition and Lot 1, Block 2, Midway 11 Addition. The purpose for the property boundary adjustment is for a building expansion toward the rear of proposed Lot 1, Block 1, Midway 16<sup>th</sup> Addition.

ATTACHMENTS:

Exhibit 1 – Proposed Minor Plat

FISCAL/STAFF IMPACT: N/a

LEGAL REVIEW: The subject replat has been sent to the City Attorney as part of the agenda packet for review.

RECOMMENDATION: Recommend approval of the minor plat of Midway 16<sup>th</sup> Addition.

SUGGESTED ACTION: I move to approve the minor plat of Midway 16<sup>th</sup> Addition.





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** July 16,2019  
**PREPARATION DATE:** July 11, 2019  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Business Development & Communications  
Director Ellen Huber  
**PRESENTER:** Business Development & Communications  
Director Ellen Huber  
**SUBJECT:** Proposal for a Collaborative Community Calendar

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**STATEMENT/PURPOSE:** To consider a recommendation from the Mandan Tomorrow — Leadership, Pride and Image (LPI) Committee to create and publish a collaborative calendar for 2020 as part of the joint community marketing program.

**BACKGROUND/ALTERNATIVES:** The LPI Committee was started by the Bismarck Mandan Chamber in 2009 as one of four committees charged with implementation of the Mandan Tomorrow strategic plan. The committee has assisted with the creation and ongoing implementation of an internal and external community marketing campaign to improve community pride and perceptions of Mandan in the region. Staffing services are provided by the City of Mandan Business Development and Communications Department. Committee involvement includes Mandan Park District Marketing Director Kelly Churchill, Mandan Public School District Community Relations Director Jessica Petrick, Morton County Public Information Officer Maxine Herr plus citizen and business representatives.

The proposed calendar would provide residents, business people and visitors with important dates and resource information. It would also aid in marketing places to go and things to do in Mandan and Morton County. The calendar would be potentially displayed by recipients or retained for the year as a Mandan community directory.

With permission from the Mandan City Commission, staff will seek project participation and financial support from the other local governmental entities plus the Mandan Progress Organization, the city's garbage and recycling contractors, and Mandan businesses. Plans include establishing a steering committee comprised of representatives from participating local government entities to determine content.

### **Support from Others**

Churchill proposed the idea for the calendar to the LPI Committee after hearing about a similar 2018 project in Grand Forks. We obtained additional information from the City of Grand Forks about costs and distribution methods, finding they received positive feedback and repeated the project in 2019. Churchill has tentatively tagged \$2,500 toward the project as part of the Park District's 2020 budget for public information and marketing, contingent on support from other key entities.

Mandan Public Works Director Mitch Bitz believes the calendar would reduce resident confusion and phone calls about garbage and recycling collection days, particularly surrounding holidays.

LPI Committee leadership will meet with School District staff in July to provide a mid-year update on 2019 joint community marketing activities and discuss 2020 plans. The School District has annually supported the joint community marketing program since its 2010 start, originally at an amount of \$4,500 annually and more recently at a level of \$2,500.

The Morton County Commission provided one-time support of \$2,500 for the joint community marketing program in 2018. Herr has discussed the project with the Morton County Commission's public information portfolio holder and received positive feedback with a request that the project include a digital event calendar with features that interfaces with Outlook or other online calendar applications. Preliminary cost estimates put the online version at about \$3,000 per year. The suggestion was to apply for financial support toward the printed calendar and the digital version from Morton County Commission funding sets aside for economic development projects through the Bismarck Mandan Chamber EDC.

### **Tentative Timeline**

- July
  - Apply for Morton County Commission financial support.
  - Meet with Mandan Public School District.
  - Seek Mandan Progress Organization financial support.
  - Seek garbage and recycling contractor support.
  - Offer businesses the opportunity to participate with the availability of up to two business card size ads on each of 12 calendar pages.
- August & September
  - Project steering committee gathers important dates, information and photographs; determine page allocations and makes other decisions regarding information to be included.
- October
  - Seek at least 3 price quotes for calendar design, layout and printing.
  - Seek formal proposal for a digital calendar.

- November
  - Submit all content for layout and printing. Review proofs and circulate among steering committee members as needed.
- December
  - Mail to residents and businesses using either water bill list or a 58554 list with additional copies available for handout via supporting entities and local hotels.
  - Make calendar available online both as a PDF and (if funding allows) in a digital format that interfaces with scheduling applications.
- Throughout 2020
  - Promote and reference the calendar on social media platforms in relation to holidays, special events and more.

ATTACHMENTS: 1) Draft 2020 community marketing budget, 2) Hard copy examples of the Grand Forks 2018 and 2019 calendars may be reviewed in the Business Development & Communications Department and will be available at the City Commission meeting. PDF versions are unavailable at this time due to the recent launch of a new website by the City of Grand Forks.

FISCAL IMPACT: The Business Development and Communications Department budget for 2020 includes \$8,000 toward the joint community marketing program. The estimated cost of the calendar project is about \$16,000 for printing, mailing and a digital version. The goal is to cover all calendar costs and other 2020 community marketing projects with financial support from the local government entities plus from the private sector. Any revenues exceeding project costs would be applied toward additional joint community marketing projects for 2020. Budget amendments for 2019 and 2020 will be needed once revenues and costs are more known.

STAFF IMPACT: Considerable staff time will be required to attain financial support, issue requests for cost quotes, plus to assemble schedules, photos and other information and coordinate the project with other participating entities. If the project is well-received, less staff time would be needed to continue it in subsequent years.

LEGAL REVIEW: Information has been submitted to Attorney Brown for review.

RECOMMENDATION: I recommend the City of Mandan seek support from other entities as described to create a collaborative 2020 community calendar.

SUGGESTED MOTION: I move to authorize staff to seeking additional financial support and involvement from other local government entities as well as local organizations and private business to create a collaborative community calendar for 2020.

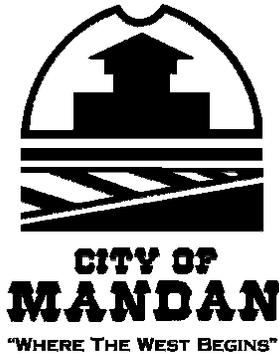
**Great Things "MADE IN MANDAN" JOINT COMMUNITY  
 MARKETING PLAN  
 Year 10 (2020) - Draft - 07/11/19**

	<b>Budget</b>
<b><u>INCOME</u></b>	<b>\$24,600</b>
City of Mandan	\$8,000
Mandan School District	\$2,500
Mandan Progress Organization	\$500
<b><i>Calendar Specific</i></b>	
<i>Mandan Progress Organization (request to be submitted)</i>	\$1,000
<i>Mandan Park District (contingent on other key support)</i>	\$2,500
<i>Morton County (subject to application)</i>	\$4,500
<i>Armstrong Sanitation (request to be submitted)</i>	\$1,000
<i>Waste Management (request to be submitted)</i>	\$1,000
<i>Ad Sales - up to 24 at \$300 each (budgeted at 12)</i>	\$3,600
<b><u>EXPENSES</u></b>	<b>\$24,600</b>
<b>Residential</b>	
<b><i>Joint Community Calendar</i></b>	<b>\$16,040</b>
<i>Calendar printing (8,000; 8.5X11, 80#, gloss cover, 28 pages)</i>	\$6,500
<i>Note: 12X12 format estimate is \$12,622 plus art fees</i>	
<i>Calendar mailing</i>	\$6,500
<i>Digital calendar creation &amp; hosting</i>	\$3,040
<b>Tourism</b>	<b>\$2,500</b>
Visitor Brochure - 7,000 copies	\$2,500
<b>Business Development</b>	<b>\$5,500</b>
Online advertising of My Mandan III youth video (producing in 2019)	\$1,000
Business Podcasts Season II (6 episodes)	\$4,500
<b>General</b>	<b>\$560</b>
Possible theme or graphic refresh	\$560

*Additional projects if funding becomes available:*  
*My Mandan IV video production - tourism/shopping & dining focus*      \$2,500

*Welcome to Mandan video - recruitment/featuring new North Dakotans*

\$2,500



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** July 16, 2019  
**PREPARATION DATE:** July 9, 2019  
**SUBMITTING DEPARTMENT:** Planning and Engineering  
**DEPARTMENT DIRECTOR:** Justin Froseth, Engineering and Planning Director  
**PRESENTER:** John Van Dyke, AICP, CFM  
**SUBJECT:** Consider acceptance of offer for purchase of 100 5<sup>th</sup> St. NW

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**STATEMENT/PURPOSE:** Consider acceptance of offer for the purchase of 100 5<sup>th</sup> St. NW.

**BACKGROUND/ALTERNATIVES:** Clint A. Boyd has made an offer for the purchase of Lot 3, Block 1, Collins Court, also known as 100 5<sup>th</sup> St. NW.

The property is located at the northwest corner of the intersection of 5<sup>th</sup> St. NW and Collins Ave.

The buyer intends to keep the property in its natural state at this time, addressing the lack of maintenance from mowing and weeds that affects the property periodically.

The list price for the property is \$20,000 and was determined using assessor data coupled with current market data by Oaktree Realtors, LLC, the brokerage representing 23 properties for sale by the City.

The offer is for \$6,500 contingent on any liens, judgements, easements, restrictions, or limitations that may arise during title work that the buyer will be responsible for financially. Title work is typically the responsibility of the seller. A specials balance of \$586.52 exists as of the end of 2018. The buyer is asking that the specials be absorbed by the City through this offer.

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

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

Board of City Commissioners

Agenda Documentation

Meeting Date: July 16, 2019

Subject: Consider acceptance of offer for purchase of 100 5<sup>th</sup> St. NW

Page 2 of 2

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ATTACHMENTS:

Exhibit 1 – Listing Info

Exhibit 2 – Purchase Agreement from Clint A Boyd

Exhibit 3 – Statement From the Buyers

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

STAFF IMPACT: Minimal

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

RECOMMENDATION: Engineering and Planning recommend approval of the purchase agreement as presented in Exhibit 2.

SUGGESTED MOTION(S): I move to approve the purchase agreement from Clint A Boyd for Lot 3, Block 1, Collins Court, also known as 100 5<sup>th</sup> St. NW as presented in Exhibit 2.

# 100 5TH STREET NW

Mandan, ND 58554

MLS ID# 401987 ACTIVE

## EXHIBIT 1

# \$20,000

0.56      24,580 square feet  
Lot Acres      Lot Dim



## DESCRIPTION

Vacant lot in the city of Mandan. Buyer to verify but not limited to property square footage, property boundaries, location, special assessments, taxes, zoning, easements, restrictions, liens or judgements and available utilities. Buyer to assume or be responsible for payment of any and all liens or judgements on property along with expense of updating/creating abstract or owner's title insurance policy.

## CONTRACT INFORMATION

LIST PRICE/ACRE

35714.29

## LEGAL, TAX AND OTHER INFORMATION

CONTACT AGENT

<b>TAXES</b>	0	<b>TAX YEAR</b>	0
<b>SPECIALS INSTALLMENT</b>	201.49	<b>SPECIALS BALANCE</b>	586.52
<b>ZONING</b>	R32	<b>PARCEL ID</b>	65-0182700
<b>LEGAL DESCRIPTION</b>	Lot 3, Block 1, Collins Court		

## GENERAL PROPERTY INFORMATION

<b>LOT SQFT</b>	24580	<b>LOT ACRES</b>	0.56
<b>LOT DIMENSIONS</b>	24,580 square feet		

## REMARKS

**DIRECTIONS** Located in northwest Mandan

## DETAILS

### Possession

At Closing

### Lot Shape

Irregular

### Exterior Features

None

### Lot Information

See Remarks

### Driveway

See Remarks

### Services

See Remarks

### Water

See Remarks

### Sewer

See Remarks

### Garage/Parking

Garage Size # of Car 0

LISTING COURTESY OF



**OAKTREE LLP, REALTORS**

Office: 701-223-7422

Web: <http://WWW.OAKTREE-REALTORS.COM>

CONTACT AGENT



**DARREN SCHMIDT**

701-226-5942



**JASON SCHMIDT**

701-226-2282

This listing was last updated on 2019-04-04T17:17:13Z

# EXHIBIT 2

**LAND ONLY** PURCHASE AGREEMENT # 100SB



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 6/28/2019 MLS Listing # 401987 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) Clint A Boyd has/have agreed to pay six thousand five hundred Dollars (\$ 6,500.00)

for the Property at: Street Address 100 5th St NW  
City of Mandan County of Morton State of ND Zip 58554

Legally described as: Collins Court, Lot 3, Block 1

The sum of five hundred 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 in the trust account of Century 21 Morrison, (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: Capital Credit Union - Brent Fischer

**PRE-APPROVAL:** Buyer(s) shall provide Seller(s) within 2 days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement. If financing fails after the contingency completion date, earnest money shall be released:  to Buyer \_\_\_\_\_ to Seller \_\_\_\_\_ Other Agreement: \_\_\_\_\_; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.

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

The following personal property is excluded: \_\_\_\_\_

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

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:  CAB  Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 10/18)





**LAND ONLY** PURCHASE AGREEMENT # 100SB

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, 2019. **Buyer(s) is advised to verify all tax information.**

63  
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.**

67  
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.

73  
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.**

77  
78 **CLOSING AND POSSESSION:** The date of closing shall be 7/26/2019  
79 Seller shall deliver possession of property on \_\_\_\_\_  
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.

85  
86 **DEED/MARKETABLE TITLE:** Upon performance by Buyer(s), Seller(s) shall deliver a Warranty 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): \_\_\_\_\_

92 \_\_\_\_\_  
93 \_\_\_\_\_  
94 \_\_\_\_\_  
95  
96 (G) Others (must be specified in writing): \_\_\_\_\_  
97 \_\_\_\_\_  
98 \_\_\_\_\_  
99

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.

105  
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.

113  
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.

116  
117  
118  
119 **Buyer(s) Initials:**  06/28/19 **Date:** \_\_\_\_\_ **Seller(s) Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_ (Rev. 10/18)

# LAND ONLY PURCHASE AGREEMENT # 100SB

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

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

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

**SELLER(S) WARRANTIES:**

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

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

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

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

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



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

**LAND ONLY** PURCHASE AGREEMENT # 100SB

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

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

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

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

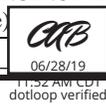
<b>BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.</b>	<b>BUYER(S) INITIALS</b>	<b>SELLER(S) INITIALS</b>
<b>1. PROPERTY CONDITION STATEMENT:</b> Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.		
<b>2. INSPECTIONS:</b> 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 ___		
<b>3. FLOOD PLAIN:</b> 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.		
<b>4. LEASES:</b> 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.		
<b>5. REGISTERED SEX OFFENDERS:</b> 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.		
<b>6. RESTRICTIONS AND COVENANTS:</b> 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.		
<b>7. WATER QUALITY TESTS:</b> 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.		
<b>8. SURVEY:</b> 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.		
<b>9. PLANS AND PERMITS:</b> 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.		
<b>10. SOIL TESTS:</b> Buyer(s) to obtain soil tests and percolation tests at ___ Buyer's expense or ___ Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.		

201  
202 **OTHER CONTINGENCIES:**

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

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

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



**LAND ONLY** PURCHASE AGREEMENT # 100SB



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

216  
217 **PLEASE NOTE:** Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or  
218 access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone  
219 lines, connecting fees, curb cuts, and tree planting.  
220

221 **SPECIAL CONDITIONS:**  
222 This offer is contingent on the approval of the Buyer of any Liens, Judgements, Easements, Restrictions or  
223 limitations of the Buyers intended use of the Property that may arise during Title work, or any other time prior  
224 to closing.  
225 \_\_\_\_\_  
226 \_\_\_\_\_  
227 \_\_\_\_\_  
228 \_\_\_\_\_  
229 \_\_\_\_\_

230 **RELEASE OF BROKER(S):** Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this  
231 transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage,  
232 acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, wind damage, hail  
233 damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or  
234 any other material matters relating to the Property.  
235

236 **AGENCY DISCLOSURE:** Susan Borud \_\_\_\_\_ (  Agent \_\_\_\_\_ Broker)  
237 Brokerage Century 21 Morrison Realty \_\_\_\_\_  
238 Stipulates that she/he is representing the (Check one): \_\_\_\_\_ Seller(s)  Buyer(s) \_\_\_\_\_ Neither Party \_\_\_\_\_ Both Parties in  
239 this transaction. The listing agent or broker stipulates that she/he is representing the Seller(s) in this transaction.

240  
241 **APPOINTED AGENCY:** Applies to in-house transactions only. Appointed agency (Check one): \_\_\_\_\_ Does  Does Not apply.  
242 If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly  
243 represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties  
244 to both parties and must get permission from parties to act.  
245

246 **DUAL AGENCY REPRESENTATION:** Dual agency representation (Check one): \_\_\_\_\_ Does  Does Not apply in this transaction. If dual agency  
247 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  
248 Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons  
249 owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are  
250 prohibited from advocating exclusively for either party.  
251 Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s)  
252 acknowledge that:  
253 (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless  
254 Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;  
255 (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;  
256 (3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and  
257 with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to  
258 act as dual agents in the transactions.  
259

260  
261 Buyer(s) Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller(s) Signature \_\_\_\_\_ Date \_\_\_\_\_  
262  
263  
264  
265 Buyer(s) Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller(s) Signature \_\_\_\_\_ Date \_\_\_\_\_  
266  
267

268 **Buyer(s) Initials:** CB \_\_\_\_\_ **Date:** \_\_\_\_\_ **Seller(s) Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_ (Rev 10/18)  
269  


**LAND ONLY** PURCHASE AGREEMENT # 100SB



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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) 7/2/2019 at (time) 9:00 (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		<small>dotloop verified 06/28/19 11:52 AM CDT XBYS-HWL1-MAET-T77S</small>	_____	_____
276	Buyer's Signature	Date	Buyer's Signature	Date
277	_____	_____	_____	_____
278	Address	Address	_____	_____
279	_____	_____	_____	_____
280	City, State, Zip	City, State, Zip	_____	_____

282 **ACCEPTANCE**

283 A Counter Offer(s) (Check one):   Is   Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s)

284 must sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the

285 provisions of the Counter Offer shall be controlling.

286

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

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

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.**

312 ©BISMARCK MANDAN BOARD OF REALTORS® MEMBER USE ONLY (REV. 10/18)

**Amendment to Purchase Agreement: 100SB**

**Dated: 06/28/2019**

**Address: 100 5<sup>th</sup> St NW Mandan, ND 58554**

**Buyer: Clint A Boyd**

**Seller: City of Mandan**

The close date shall be on or before August 30<sup>th</sup>, 2019.

Any and all abstracts or owner's title policy shall be furnished at buyer's expense.

All other terms shall remain the same.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Buyer: *Clint A. Boyd* dotloop verified  
07/02/19 4:39 PM CDT  
BCPH-TQ3C-5DYS-UAYY Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT 3

### Statement from the Buyers:

My wife and I own a home on a lot adjacent to this property (509 Collins Avenue). I wish to purchase the lot for two reasons: to maintain greenspace within our neighborhood and to preserve and highlight the historic features of this lot. This lot previously served as the main pedestrian approach to the former Morton County courthouse, providing public access from 5<sup>th</sup> Street NW. This lot still preserves four of the original five south facing terraces that were built around the courthouse, as well as much of the remnants of the stairs that extend from 5<sup>th</sup> street up to the top of the hill. I have had discussions with staff at the State Historical Society to explore options for adding interpretive content about the courthouse and the surrounding grounds at this site, and I plan to reach out to local historical organizations as well for their advice and suggestions. I plan to return the lot to a regular schedule of mowing and trimming with the aim of making the space more aesthetically pleasing for the neighborhood and to control the present issue of noxious weeds on the lot. The terraces on the site are great locations for native plant gardens that would improve the outward appearance of the lot and provide habitat for important pollinators like butterflies. This plan will allow for a part of Mandan's history to be preserved while also beautifying the neighborhood. Our location immediately adjacent to the site will ensure that we can keep a close watch on the condition of the site and ensure it is well maintained and cared for into the future.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** July 16, 2019  
**PREPARATION DATE:** July 10, 2019  
**SUBMITTING DEPARTMENT:** Engineering and Planning  
**DEPARTMENT DIRECTOR:** Justin Froseth, PE  
**PRESENTER:** John Van Dyke, AICP, CFM,  
**SUBJECT:** Consider approving the issuance of a Request for Qualifications for procurement and implementation of brownfields grants

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**STATEMENT/PURPOSE:** Consider approving the issuance of a Request for Qualifications for procurement and implementation of brownfields grants.

**BACKGROUND/ALTERNATIVES:** Staff recently met with Stantec for an informational meeting surrounding the U.S. Environmental Protection Agency Brownfield Program.

This program provides grant monies toward attaining the reuse of brownfield sites. Brownfield sites are those properties where contaminants may be present and complicate redevelopment. One component of this program is an assessment grant, which provides up to up to \$200,000 in funding toward creating an inventory of properties, planning, environmental assessment, as well as community outreach.

The U.S. Environmental Protection Agency Brownfield Program also includes three other grants for the establishment of a revolving loan fund, clean-up, and even job training.

The RFQ is not limited to this program, but would seek a consultant to explore this and any other grants that may be of benefit to the City for the purpose of reusing brownfields.

No direct costs are expected to be absorbed by the City through this pursuit outside of the time of staff in evaluating RFQ submissions and project administration. Time related to implementation would largely be borne by the consultant.

Board of City Commissioners

Agenda Documentation

Meeting Date: July 16, 2019

Subject: Consider approving the issuance of a Request for Qualifications for procurement and implementation of brownfields grants

Page 2 of 2

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If approved, a tentative schedule of the selection procedure is as follows:

Advertise for Proposals	July 19, 2019
Proposals Due	August 6, 2019
Review Responses and Prepare Shortlist	August 13, 2019
Notification of Selections	August 15, 2019
Interview Selected Candidates	Week of August 19, 2019
City Commission Approve Selection	September 3, 2019
Selection Notification and Negotiation	September 4, 2019
City Commission Approve Contract	September 17, 2019

ATTACHMENTS:

Exhibit 1 – EPA Brownfield Assessment Grant Summary Handout

Exhibit 2 – DRAFT Request for Qualifications

FISCAL IMPACT: N/a

STAFF IMPACT: Minimal amount of time tied to evaluating RFQs and project administration

LEGAL REVIEW: The RFQ has been reviewed and approved by Attorney Brown.

RECOMMENDATION: The Engineering and Planning Department recommend approval to issue a Request for Qualifications as presented in Exhibit 2.

SUGGESTED MOTION: I move to approve the issuance of a Request for Qualifications as presented in Exhibit 2.

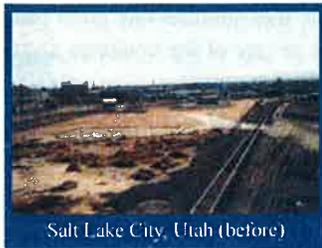
# EXHIBIT 1



## EPA Brownfields Assessment Grants: Interested in Applying for Funding?

*Here's what you need to know to get started...*

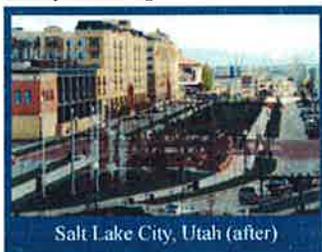
### What is EPA's Brownfields Program?



Salt Lake City, Utah (before)

The U.S. Environmental Protection Agency's (EPA) Brownfields Program is designed to empower states, communities, and other stakeholders to work together in

a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals: protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace. Brownfields grants serve as the foundation of the Brownfields Program and support revitalization efforts by funding environmental assessment, cleanup, and job training activities. Thousands of properties have been assessed and cleaned up through the Brownfields Program, clearing the way for their reuse.



Salt Lake City, Utah (after)

A brownfield is defined as: real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The 2002 Brownfields Law further defines the term to include a site that is: "contaminated by a controlled substance; contaminated by petroleum or a petroleum product excluded from the definition of 'hazardous substance'; or mine-scarred land."

### What are the Four Grant Types?

- ✓ **Assessment grants** provide funding for brownfields inventories, planning, environmental assessments, and community outreach.
- ✓ **Revolving Loan Fund grants** provide funding to capitalize a revolving loan fund that provides loans and subgrants to carry out cleanup activities at brownfields.

- ✓ **Cleanup grants** provide direct funding for cleanup activities at specific sites.
- ✓ **Job Training grants** provide environmental training for residents of brownfields communities.

### What are Assessment Grants?

Assessment grants provide funding for a grant recipient to:

- ✓ **Inventory Sites:** Compile a listing
- ✓ **Characterize Sites:** Identify past uses
- ✓ **Assess Sites:** Determine existing contamination
- ✓ **Conduct Cleanup and Redevelopment Planning:** Scope and plan process
- ✓ **Conduct Community Involvement:** Inform and engage community

### For a Community-Wide Grant:

- ✓ An applicant may apply for a community-wide assessment grant if a specific site has not been identified or if the assessment will address more than one site within the community.
- ✓ Applicants electing to apply for up to \$200,000 for a community-wide hazardous substance assessment grant are not eligible for a site-specific hazardous substance assessment grant in the same grant competition. Applicants applying for up to \$200,000 for a community-wide petroleum or petroleum product assessment grant will not be eligible for a site-specific petroleum assessment grant.

### For a Site-Specific Grant:

- ✓ A site-specific assessment grant must be applied for if the assessment is limited to one, and only one, site. A site-specific assessment grant application must be made if a waiver of the funding limitation is requested.
- ✓ Applicants will not be allowed to substitute another site for a site-specific assessment grant where the subject site is determined to be ineligible.

**For the complete discussion of Brownfields Program grant funding, refer to the EPA Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants at: <http://www.epa.gov/brownfields/applicat.htm>**

### How Do I Apply for an Assessment Grant?

Applicants submit a proposal for each grant type that they are applying for (i.e., assessment, revolving loan fund, and/or cleanup). Each proposal must address the selection criteria outlined in the guidelines.

*Money to identify list.*

*Important: This document is not designed as a substitute for the EPA Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup Grants document located on the Brownfields Web site at: <http://www.epa.gov/brownfields/applicat.htm>*

Grant proposals should be concise and well organized, and must provide the information requested in the guidelines. Applicants must demonstrate that they meet threshold criteria requirements and must respond to evaluation criteria. Factual information about your proposed project and community must be provided.

Proposals must include:

- ✓ Cover letter describing project
- ✓ Applicant information
- ✓ Applicable mandatory attachments (e.g., state letter)
- ✓ Responses to evaluation criteria

All applicants must refer to the Proposal Guidelines published by EPA.

### *Who is Eligible to Apply for an Assessment Grant?*

Eligible entities include: state, local, and tribal governments, with the exception of certain Indian tribes in Alaska; general purpose units of local government, land clearance authorities, or other quasi-governmental entities; regional council or redevelopment agencies; or states or legislatures. Some properties are excluded from the definition of a brownfield unless EPA makes a site-specific funding determination that allows grant funds to be used at that site.

Applicants may apply for both community-wide and site-specific assessment grants; however, an applicant is limited to submitting only ONE hazardous substance assessment grant proposal and ONE petroleum assessment proposal.

Each eligible entity may submit no more than two assessment proposals.

### *How Much Assessment Grant Funding is Available?*

- ✓ Up to \$200,000 to assess a site contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum).
- ✓ Up to \$200,000 to address a site contaminated by petroleum.
- ✓ For site-specific proposals, applicants may seek a waiver of the \$200,000 limit and request up to \$350,000 for a site contaminated by hazardous substances, pollutants, or contaminants and up to \$350,000 to assess a site contaminated by petroleum. Such waivers must be based on the anticipated level of hazardous substances, pollutants, or contaminants including hazardous

substances comingled with petroleum) or petroleum at a single site. (Community-wide assessment grants are not eligible for assessment grant "waivers.")

- ✓ Total grant fund requests should not exceed a total of \$400,000 unless such a waiver is requested.
- ✓ Up to \$1 Million for assessment coalitions. A coalition is made up of 3 or more eligible applicants that submits one grant proposal under the name of one of the coalition members who will be the grant recipient.

### *How Long is the Assessment Period?*

The performance period for an assessment grant is three years.

### *Where Do I Find the Proposal Guidelines?*

Electronic copies of the Proposal Guidelines can be obtained from the EPA brownfields Web site at: <http://www.epa.gov/brownfields/applicat.htm>

Additional information on grant programs may be found at: [www.grants.gov](http://www.grants.gov)

### *Is Pre-Application Assistance Available?*

If resources permit, EPA Regions may conduct open meetings with potential applicants. Check with your regional office for date and location information. Your regional Brownfields Program contacts can be found at: <http://www.epa.gov/brownfields/corcntct.htm>

EPA can respond to questions from applicants about threshold criteria, including site eligibility and ownership.

EPA staff can not meet with applicants to discuss draft proposals or provide assistance in responding to ranking criteria.

### *What is the Evaluation/Selection Process?*

Brownfields grants are awarded on a competitive basis. Evaluation panels consisting of EPA staff and other federal agency representatives assess how well the proposals meet the threshold and ranking criteria outlined in the Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants. Final selections are made by EPA senior management after considering the ranking of proposals by the evaluation panels. Responses to threshold criteria are evaluated on a pass/fail basis. If the proposal does not meet the threshold criteria, the proposal will not be evaluated. In some circumstances, EPA may seek additional information.

# EXHIBIT 2



## **REQUEST FOR QUALIFICATIONS**

### **PROCUREMENT AND IMPLEMENTATION OF BROWNFIELDS GRANTS**

#### **1 - BACKGROUND INFORMATION**

The City of Mandan is a community of approximately 22,500 persons covering more than 11 square miles in central North Dakota. The City is situated along I-94 abutting the west side of the Missouri River. North Dakota Highways 6 and 1806 provide north/south access and the historic Old Red Old 10 Highway is a scenic byway to the west. The Lower Heart River meanders through the community and converges with the Missouri River near the southeastern boundary of the City. The City is the second largest community within the Bismarck, ND Metropolitan Statistical Area, comprised of Burleigh, Morton, Oliver, and Sioux Counties. The area has a total population of about 132,000 as of 2018.

The City of Mandan wishes to identify key redevelopment sites throughout the community. The City's brownfields sites include previously developed urban locations, industrial operations within the urban fringe, and development opportunities adjacent to the City's railroad corridors. The City wishes to move quickly from planning into implementation of projects upon these catalytic sites.

#### **2 - PROJECT DESCRIPTION**

The City, through this Request for Qualifications (RFQ), is seeking a qualified environmental and/or planning consultant to provide assistance with:

- A. Securing United States Environmental Protection Agency (U.S. EPA) and potentially other federal or state grants for the assessment, cleanup, or redevelopment of brownfields properties; and
- B. Implementation of environmental assessment, remedial planning, community outreach, and other environmental or planning components of grants for which funding is secured.

The U.S. EPA Brownfields Program is one example of the potential grant programs to fund inventory, planning, assessment, and community outreach activities for brownfield sites located within the City. The objectives of the City may expand at a later date to include actual cleanup of individual sites targeted for

assessment, depending on the future availability of funding. The successful consultant will bring experience and insight to a partnership with the City to obtain and implement these grants as well as explore other grants and brownfields initiatives as funds become available.

The number and location of brownfields sites within the City should be identified as part of initiative. Further documentation of the economic impact of these sites in depressing property values, hindering redevelopment of high priority areas, and furthering the City’s land use and economic development objectives will allow for a prioritization of redevelopment sites and implementation strategies. One outcome of the U.S. EPA assessment grants, if secured, will be to inventory and document prioritized sites to advance their assessment, cleanup, if necessary, and redevelopment.

**3 - TYPE OF CONTRACT AND CONTRACT TERM**

The City prefers to award a contract to one full-service consultant to serve as a partner in achieving the goals of preparing successful applications for brownfields funding followed by successful and effective implementation of the resulting grant(s), subject to the requirements of an approved U.S. EPA Cooperative Agreement (CA) and Work Plan to be completed following award. The contract period will extend from the beginning of the grant writing phase, through the end of the 3-year project period associated with the Community-Wide Assessment grant, and may be extended at the option of the City if additional grant funds are obtained. The consultant will assume responsibility for all contracted services, including services provided by subcontractors, if any.

**4 - PROJECT BUDGET**

The budget for the initial U.S. EPA grant application assistance will be negotiated with the successful consultant. The City and the successful consultant will develop budgets for assessment activities at individual sites as the project progresses as specific sites are identified for assessment. The budget for any future related grants executed under this contract will be negotiated with the consultant if and when such funding becomes available. It will be the City’s option whether or not to utilize this contract for future brownfields grants beyond the initial U.S. EPA assessment grant application and implementation projects.

**5 - PROJECT TIMELINES**

Every effort will be made to adhere to the following schedule:

Advertise for Proposals	July 19, 2019
Proposals Due	August 6, 2019
Review Responses and Prepare Shortlist	August 13, 2019
Notification of Selections	August 15, 2019
Interview Selected Candidates	Week of August 19, 2019
City Commission Approve Selection	September 3, 2019
Selection Notification and Negotiation	September 4, 2019
City Commission Approve Contract	September 17, 2019



## **6 - SELECTION CRITERIA**

The City will take into account any matters it considers appropriate in selecting the most qualified consultant. Evaluation criteria includes, but is not limited to, the following:

- A. Organization Background. A description of the consultant's name, history, areas of expertise, size, and office locations. The name, address, and telephone number of a contact person and/or prospective project manager regarding the statement shall be included.
- B. Project Approach. A description of the project and how the consultant will work with the City of Mandan preparing a successful U.S. EPA brownfields grant application and subsequent implementation of said brownfields grants. This section shall include the applicant's approach to grant preparation, community out-reach activities, planning, organization, and management.
- C. Experience and Capabilities. A list of proposed key personnel and their management and technical experience and capabilities with the following:
  - Experience preparing successful EPA brownfield grant applications
  - Experience with EPA grant funded projects with local government.
  - Conducting Phase I and Phase II ESAs.
  - Conducting environmental investigations and cleanups.
  - Development experience and market feasibility research.
  - Planning and community involvement activities related to brownfields.
  - Other areas of expertise relevant to the project (optional).

## **7 - SELECTION PROCESS**

The City will use the following procedure to select a consultant from among the respondents to this RFQ:

1. Select the most highly qualified consultant to meet the City's needs as determined by the evaluation criteria. If necessary, on-site interviews may be requested of select consultants to assist in the City's determination.
2. Attempt to negotiate with the most highly qualified consultant fair and reasonable scope, terms, conditions and cost.
3. If negotiations are successful, make a formal award.
4. If negotiations are unsuccessful, formally end negotiations with that consultant.
5. Select the next most highly qualified consultant and attempt to negotiate fair and reasonable terms, conditions, and cost with that consultant.
6. The City shall continue this process until a consultant is selected for award.

7. The City may also choose not to proceed with or to utilize other means to complete the project, if reasonable terms cannot be negotiated with the interested consultants.

## **8 - SUBMISSION REQUIREMENTS**

Three hardcopies and one electronic copy of the statement must be submitted no later than noon on August 6, 2019 at the address in Section 9 of this RFQ. The statement shall include the information in the order presented in Section 6 of this RFQ. Sealed envelopes marked “RFQ - EPA Brownfields Grants”, with the proponent’s name and address shown on the upper left hand corner of the envelope. Late statements will not be considered.

Submission materials will become public data upon receipt by the City.

## **9 - ADDITIONAL INFORMATION**

If you have any questions regarding this RFQ, please contact:

John Van Dyke, Principal Planner  
205 Second Ave. NW  
Mandan, ND 58554

701-667-3248

[John.vandyke@cityofmandan.com](mailto:John.vandyke@cityofmandan.com)



## **EXHIBIT A – GENERALIZED SCOPE OF SERVICES**

This RFQ seeks a qualified consultant to provide grant, assessment, and planning services including any or all of the following tasks:

- Writing the text for the grant applications from information provided by the City and obtained from other information sources;
- Assisting the City with solicitation of letters of support from state agencies, area civic groups, and local stakeholders;
- Assembling the final applications and submittal to U.S. EPA on behalf of the City
- Prepare and maintain schedules and budgets for assessment and/or cleanup activities.
- Conduct and oversee site assessment studies and prepare appropriate technical reports required by the U.S. EPA, North Dakota Department of Environmental Quality, North Dakota Department of Waste Management, and other regulatory agencies as necessary in print and electronic format.
- Field investigations including sample collection and lab analysis.
- Interviews with neighboring property owners.
- Evaluation of cleanup options and risk assessment analysis and costs.
- Preparation of a written Quality Assurance Project Plan (QAPP) in compliance with U.S. EPA regulations.
- Delivery to the City completed Phase I and Phase II ESA reports, site investigation reports, response action plans and other environmental reports or plans required under the applicable North Dakota environmental regulations.
- Project management, implementation, and/or technical oversight.
- Professional advice regarding environmental issues associated with land reuse/redevelopment.
- Provide regulatory and financial information as needed.
- Attend meetings of the City and advisory committees as requested.
- Prepare presentations to provide information about the project's progress as requested.
- Assist with conducting community-wide inventory of potential hazardous substance and petroleum brownfields sites.
- Develop preliminary budget, financing options and implementation plan for cleanup/reuse.

- Complete contaminant characterization and risk assessments as determined necessary following Phase II activities (as funds allow).
- Involve public and private stakeholders throughout all phases of projects.
- Comprehensive community outreach program and public participation program.
- Implement site specific cleanup or remediation (if future funding becomes available through this or another grant funded program).

Meeting Date: July 2, 2019

Submission by: Municipal Court

Presenter: Judge Kautzmann

Subject: 2019 Salary Increases for Municipal Judge and Clerk of Court

Purpose: Consider salary increases to be commensurate with cities of like population and caseload

Background:

The City of Mandan has tried to be competitive in wages with the City of Bismarck with the past goal of paying 80% of Bismarck wages. This was not an achievable goal for the Municipal Judge. Currently, Bismarck's Municipal Judge annual salary is \$117,948. Clerk of Court annual salary is \$75,018. Bismarck Municipal Court holds Court two days a week while Mandan has one dedicated Court day. Both Judges see prisoners on a daily basis via IVN. Bismarck Municipal Court's caseload is significantly higher due to greater population. The Clerk of Court's annual salary is \$75,018 with an office staff of five full-time deputies. Given the distribution of work load in the Bismarck Clerk's office, the Mandan Clerk of Court has a comparable workload and can achieve a goal of 80% of Bismarck's Clerk of Court salary when looking at cities of similar population and caseload.

Dickinson and Devils Lake are similar to Mandan in population and caseload. Dickinson's Municipal Judge annual salary is \$44,000 and the Clerk of Court is paid \$29.00 an hour. Devil's Lake's Municipal Judge annual salary is \$49,048 and the Clerk of Court is paid \$22.33 an hour. (Note: Devil's Lake is working on an increase for the Clerk of Court also.)

I am requesting an increase from \$23.70 to \$28.00 an hour for the Clerk of Court and an increase in the Judge's salary from \$37,627 to \$49,000.

Table of Cases as of end of May 2019

Mandan:	Criminal 263	Traffic 938	Total: 1201
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Dickinson:	Criminal 383	Traffic 725	Total: 1108
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Devil's Lake:	Criminal 317	Traffic 347	Total: 664
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Fiscal Impact: See Attachment

Motion: Move to approve salary increases for the Municipal Judge and Clerk of Court beginning July 1, 2019.

DENAE KAUTZMANN

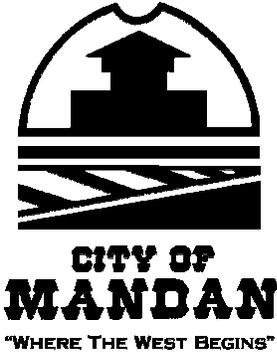
	<u>TOTAL</u>
<u>SALARY</u>	
PROPOSED	\$ 49,000
CURRENT	\$ 37,627
INCREASE	\$ 11,373
SOCIAL SECURITY AND MEDICARE	\$ 870

FISCAL IMPACT \$ 12,243 Annual  
1/2 of 2019 = \$6,121.50

DENICA MALARD

	<u>TOTAL</u>
<u>SALARY</u>	
PROPOSED	\$ 60,320
CURRENT	\$ 49,296
INCREASE	\$ 11,024
SOCIAL SECURITY AND MEDICARE	\$ 843
PENSION	\$ 832

FISCAL IMPACT \$ 12,749 Annual  
1/2 of 2019 = \$6,374.50



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** July 2, 2018  
**PREPARATION DATE:** June 24, 2018  
**SUBMITTING DEPARTMENT:** Mandan Progress Organization  
**DEPARTMENT DIRECTOR:** Del Wetsch  
**PRESENTER:** Layn Mudder, President MPO  
**SUBJECT:** Ordinance No. 1315

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STATEMENT/PURPOSE: Consider approval of a variance for the sale of alcohol. To allow alcoholic beverages to be sold and dispensed in a designated outdoor area without required enclosure of fencing. Our request for an ordinance for this event only in 2019.

BACKGROUND/ALTERNATIVES: The Mandan Progress Organization and the Musicians Association are planning an alternate event for the Wild West Grill Fest.

Food and beverage vendors would be set up on the 400 and 500 blocks of West Main Street. The event would be held beginning Friday, August 9 at 4:00 pm until 9:00 pm and on Saturday, August 10 from 11:00 am until 9:00 pm.

Cones, Barrels and security tape would be used to mark the designated areas where beverages would be allowed. Security and volunteer staff would assist in monitoring the area. Designed plastic receptacles would also be utilized to control and monitor sales. Anyone purchasing adult beverages must have a required wrist band that will be printed for this event.

Dykshoorn Park would be utilized for craft and business vendors, kid's games and rides, along with entertainment at the Band Shell. Our goal is to make this a family event for the surrounding communities.

ATTACHMENTS: (1) Map layout (2) Copy of discussion with Fargo

FISCAL IMPACT: Through developing a new concept for a community event we hope to attract and support a greater variety of craft and food vendors. There may be limited financial impact to business in the area regarding increased income.

The fiscal impact to the city would be minimal.

STAFF IMPACT: Hours that are used to plan for the Wild West Grill Fest would be delegated to this event. There will be meetings planned with committee members, the Mandan Police Dept., the Mandan City Works Dept., and with the businesses that may dispense alcoholic beverages.

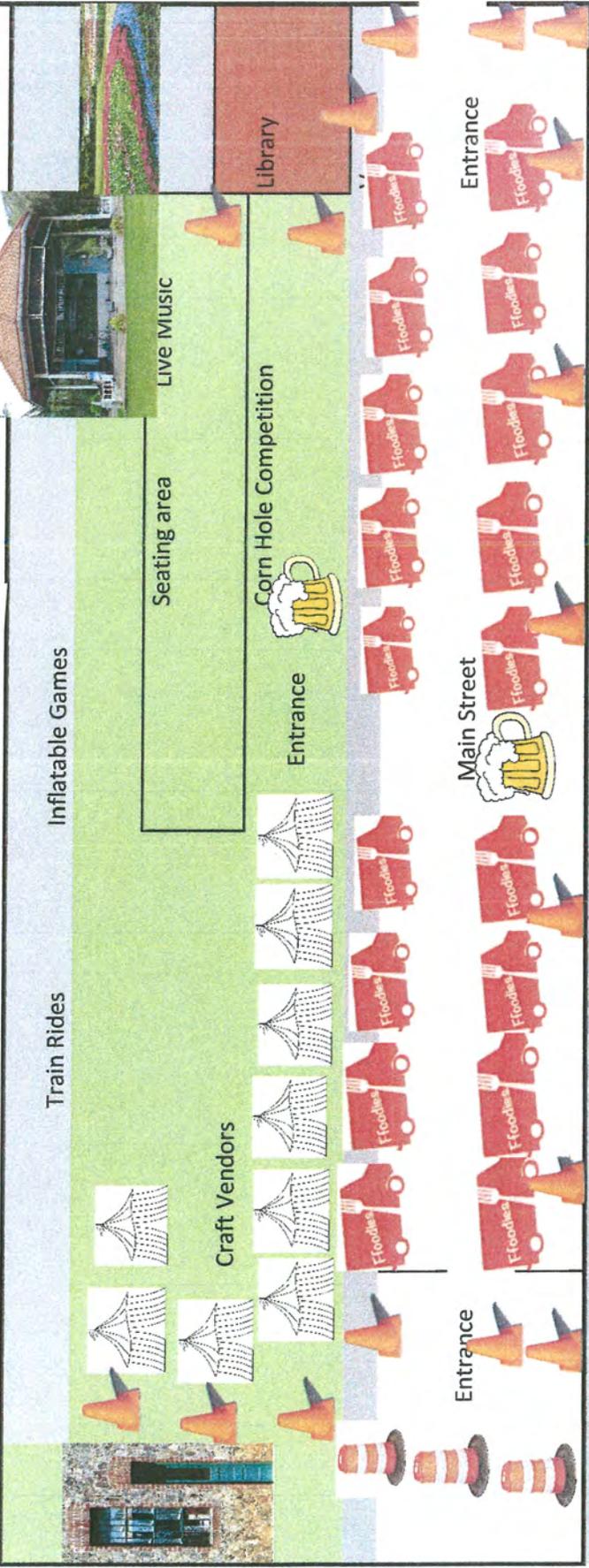
LEGAL REVIEW: Del Wetsch and Vern Cermak met with the Mandan Police Dept. to determine their stance and view of the variance. They felt if approved by the City Commission, that it could be implemented as long as there was security and enforcement.

RECOMMENDATION: The city of Fargo approved an ordinance to allow for the distribution of adult beverages for the 2018 Fargo Street Festival. The MPO office has had conversations with the organizers of that event. The organizers and the Fargo Police Dept. reported that the event was conducted with no issues related to dispensing of adult beverages. We have tailored our event to follow some of their guidelines. We would encourage the commission to contact the organizers of the Fargo Street Fair for their perspective. (Contact: Milissa Rodemacker: 701-241-1570, [president@downtownfargo.com](mailto:president@downtownfargo.com))

Secondly, we are aware that other organizations, businesses or entities may request permission for an event similar to the one we are proposing. Therefore there may need to be drafted some guidelines restricting applicants, guidelines limiting the number of such events on Main Street, a very detailed application form. The applicant must be no-profit, or funds must be used to support community endeavors.

SUGGESTED MOTION: Move to approve Ordinance No. 1315 to allow for the sale of adult beverages on 400 and 500 block West Main Street and the distribution on 400 and 500 block West Main and in Dykshorn Park for the dates of August 9 and 10, 2019.

# THE MAIN EVENT



3 rd Ave NW		600 to 700	
<b>Est linear feet PER block</b>		625 ft	
Food Vendors ( 25 ft each)		25	
Bars ( 20 feet each)		1	
<b>BLOCK LENGTH: 300 TO 350 FEET</b>		4th Ave NW	

Family Event  
 Food Vendors & Beer Serving on the street  
 Time of Event: Friday 4:00- 9:00  
 Saturday: 11:00 to 9:00



Designated area with cones & tape  
 Traffic Barriers

## RUNNINGS



## **Discussion with Fargo Downtown Community Partnership Group**

Date: Mid October, 2018

Re: Fargo Street Festival

The Downtown Community Partnership (DCP) President, and CEO approached the city to request variance to the open container law as their beginning task.

Research they had done on similar events in other cities found that participants will “sip” if allowed to “roam” freely from venue to venue during the event.

Those drinking in public must have a special event wrist band and event cup and are limited to an area defined by the DCP.

In our discussion, DCP asked the City Commission of Fargo for a *new kind* of liquor license specifically created for special events organized by the DCP.

Our discussion also centered on security for the event. Not all entry and exit points had security guards and/or police presence. DCP used signage at all points of entry and exist stating the following: *“No alcoholic beverages beyond this point.”* According to DCP there were no significant issues with patrons violating the postings.

Among other discussions type of wrist bands, type and size of cups, pricing, number of food and alcoholic vendors along with vendor fees.

In conclusion the DCP and the Fargo Police Dept. felt the addition of alcohol to the Fargo Street Festival created no additional concerns.

# ORDINANCE NO. 1315

## An Ordinance to Enact a New Article 4-4 of the Mandan Code of Ordinances Relating to Special Event Permit

Be it Ordained by the Board of City Commissioners:

An Ordinance to create a new Article 4-4 of the Mandan Code of Ordinances relating to Special Event Permit is hereby enacted as follows:

**4-4-1. Class “MPO” License.** – A Class “MPO” license, in the nature of a special permit, shall authorize the Mandan Progress Organization, a non-profit corporation, operated as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code with the stated purpose of serving the Mandan business community, to apply for a special event “MPO” license, to be issued by the city auditor, for an event that is open to the general public and that is held on certain designated public property, private property or both public and private property, including public rights of way, and in which one or more licensees that are eligible to obtain a Class “A” or Class “WB” license will be allowed to participate in the event and in which certain alcoholic beverages will be lawfully allowed to be possessed and consumed within the designated space, in accordance with the following:

- (a) Class “MPO” license application and approval. For each proposed Class “MPO” license event, the Mandan Progress Organization must submit to the city auditor an application on a form provided by the city. The application must describe the event space including a detailed description of public streets that will be closed to the traveling public, adjacent sidewalks, and designated alley ways adjacent to such streets and sidewalks along with any private property included in the event space. To the extent the event space includes any private property, the applicant must provide the written consent by the property owner to the holding of the event.
  - (1) Licenses non-transferable. – A Class “MPO” license may only be issued to the Mandan Progress Organization and it may not be transferred to, or held by, a person, firm, or entity other than the licensee.
  - (2) Notice of an intention to seek a Class “MPO” license must be submitted to the city auditor at least 15 days in advance of the requested event. Such notice deadline may be waived for good cause. A complete Class “MPO” license application must be submitted to the city auditor in the manner of a Class “A” or Class “WB” license.

(3) The notice shall provide an estimate of the number of attendees expected to participate in the event, which estimate may be used by the police department to determine the number of additional police department personnel necessary to patrol the event space and surrounding area, and shall state the hours during which alcoholic beverages may be served in event cups, as described in this subsection, and when such beverages may be possessed or consumed within the designated event space.

(4) The Mandan Progress Organization shall be eligible to receive a limited number of licenses per year, in an amount to be determined by the motion or resolution of the Board of Directors of the Mandan Progress Organization, presented with the application.

(5) The city auditor is authorized to issue the Class “MPO” license without notice of hearing.

(6) Effective times and dates of license.- A Class “MPO” license shall be effective for the period or periods of time as approved by the city auditor and as stated on the license. Said license may be structured by the city auditor such that a “MPO” permitted event may run during certain limited time periods on certain specified consecutive days. In no event shall a Class “MPO” license be granted allowing alcoholic beverage open containers or the consumption of alcoholic beverages in a public space after 9:00 p.m.

(7) No Class “A” or Class “WB” licenses other than those issued to an alcoholic beverage retailer as part of a licensed Class “MPO” event may be issued for the event space during the Class “MPO” permitted times or locations.

(8) At any time when a Class “MPO” license is in effect for a particular event and event space, the event shall be specifically excepted from the definition of “street” as set forth more fully in Section 4-1-10 of the Mandan Code of Ordinances.

(9) Applicants holding a Class “A” or Class “WB” license must also apply and receive a catering permit issued pursuant to MCO 4-2-17.

(b) Administration and Coordination of Event. Upon issuance by the city auditor of the Class “MPO” license for the event, the Mandan Progress Organization will be responsible for administration and coordination of the event in accordance with the following:

(1) The Mandan Progress Organization will solicit and accept applications from existing licensees that are eligible to obtain a Class “A”

or Class “WB” licenses to serve as alcohol vendors for the approved and licensed Class “MPO” event.

(2) Mandan Progress Organization, by approval of its board of directors, will select one or more alcoholic beverage retailers for the Class “MPO” event, and will notify the city auditor of its selection or selections.

(3) The Mandan Progress Organization is authorized to charge the selected alcohol vendors a fee for participation. The Mandan Progress Organization will be responsible for making the necessary arrangements for the event, and will be responsible for payment of the costs for additional security personnel.

(c) Terms, Conditions and Restrictions for Event. With respect to an approved Class “MPO” licensed event, the following terms, conditions and restrictions shall be applicable:

(1) The designated event space must be clearly marked with signs, special markings and other demarcations such that participants and the general public are advised as to the boundaries of the event space. The Mandan Progress Organization shall post conspicuously at all entrances and exits of the event space a notice stating that alcoholic beverages shall not be permitted outside of the designated event space. Alcoholic beverages may only be served in clearly identifiable event cups provided by the Mandan Progress Organization. Cans, bottles or other containers containing alcoholic beverages shall not be permitted in the designated event space.

(2) The Mandan Progress Organization will provide the selected Class “A” or Class “WB” license holders for the event a sufficient supply of clearly identifiable wrist bands to be distributed to, and worn by, event participants.

(3) Nothing in this subsection shall be construed to relieve the responsibility of a Class “A” or Class “WB” license holder from the obligation to comply with all laws, including laws regulating the serving of alcoholic beverages and nothing shall be construed to transfer any such obligations or responsibilities to the Mandan Progress Organization.

(4) The Mandan Progress Organization shall be responsible for making arrangements with the Mandan police department for any police department extra duty officers that are required to be provided for the Class “MPO” event, at the sole cost of the Mandan Progress Organization, at such rate or rates as are established by the chief of police.

(5) Nothing in this subsection shall be construed to allow Class “A” or Class “WB” licenses at a “MPO” permitted event to sell off-sale alcoholic beverages at such event.

(6) Only alcoholic beverages that have been served by a Class “A” or Class “WB” permit holder and which beverages are contained within the said clearly identifiable event cap, as described in this subsection, may be consumed within the event space. No other alcoholic beverages shall be permitted to be consumed in the event space. No personal use coolers for individual alcohol consumption will be permitted in the event space.

(7) All other laws and regulations shall be in full force and effect.

(8) Fees for the issuance of a Class “MPO” license shall be as established by resolution of the Board of City Commissioners.

By: \_\_\_\_\_  
Tim Helbling,  
Board of City Commissioners

ATTEST:

\_\_\_\_\_  
City Administrator

First Consideration: July 2, 2019  
Second Consideration and Final Passage: July 16, 2019