AGENDA
MANDAN CITY COMMISSION
JANUARY 2, 2024
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

The public may access the LIVE meeting at:

Watch & Listen	**Listen**
Government Access (Midcontinent) cable channels 2 & 602 HD *Streaming LIVE at: tinyURL.com/FreeTV-602 and on Roku or Apple TV*	*Radio Access 102.5 FM* *RadioAccess.org*
Or Telephone: *Dial +1 312 626 6799* *Webinar ID: 872 4448 9497*	***Web:*** *https://us02web.zoom.us/j/87244489497*

The City of Mandan is encouraging citizens to provide their comments for agenda items via email to info@cityofmandan.com.Please provide your comments by Noon on the day of the meeting. Include the agenda item number your comment references. Comments will be forwarded to the Commissioners and appropriate departments.

A. ROLL CALL:
1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS
1. Recognition of Community Beautification Recognition Program property at 104 1st St NE (Curvy Flamingo Boutique & Friends)

D. APPROVAL OF AGENDA:

E. MINUTES:
1. Consider approval of the minutes from the December 19, 2023 Board of City Commission regular meeting

F. PUBLIC HEARING:

G. BIDS:

H. CONSENT AGENDA:
1. Consider Abatement Applications
   i. Thomas & Marlene Janzer Abatement
   ii. Justin Sauers Veterans Credit
2. Consider designation of financial institutions as depositories for City's funds

3. Consider Amendment No. 1 for Agreement for Application Hosting and Technology Support Services from Avenu Enterprise Solutions, LLC
4. Consider City's 2025 budget calendar
5. Consider Final Plat for Meadow Ridge 5th Addition
6. Consider approval to utilize 2023 Capital Improvement Fund for updating the Law Enforcement Center Fitness Room

I. OLD BUSINESS:

J. NEW BUSINESS:

1. Consider entering into the Law Enforcement Center Operating Agreement between Morton County and the City of Mandan

K. RESOLUTIONS AND ORDINANCES:

1. Second consideration of Ordinance 1440 related to a Zone Change from MC – Industrial to CB – Commercial with restrictions for Auditor's Lot 1 of F in the NW ¼ Section 22, Township 139N, Range 81W
2. First Consideration of Ordinance 1442 related to a moratorium on self-storage
3. Second consideration of Ordinance 1441, and ordinance to enact new Section 2-1-2 of the Mandan Code or Ordinances relating to Governing Body and Elections
4. Resolution establishing rates and charges for water meters

L. OTHER BUSINESS:

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. January 16, 2024 at 5 p.m.
2. February 6, 2024
3. February 20, 2024 at 5 p.m.

N. ADJOURN

Announcements No. 1

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
WHERE THE WEST BEGINS

MEETING DATE:	Jan. 2, 2024
PREPARATION DATE:	Dec. 18, 2023
SUBMITTING DEPARTMENT:	Administration
DEPARTMENT DIRECTOR:	Jim Neubauer, City Administrator
PRESENTER:	Kari Schmidt, Communications Specialist
SUBJECT:	Community Beautification Recognition Program

STATEMENT/PURPOSE: To recognize a property nominated for recognition in the Community Beautification Recognition program.

BACKGROUND/ALTERNATIVES: The Community Beautification Committee (CBC) Beautification Recognition program, is a program recognizing properties that enhance the aesthetic appeal of the community. Projects must meet at least one of the following criteria:

- Landscape maintenance or enhancements (existing or new)
- Structural maintenance or enhancements (existing or new)
- Overall aesthetic improvements; or
- Appealing, attention getting seasonal or holiday displays.

Both residential and commercial properties located within the city limits are eligible for the program. Projects must be street facing, river view or other publicly viewable areas and/or landscapes.

Nominations are submitted forwarded to the CBC for review. The CBC then determines those receiving recognition – which requires a majority vote. Those being forwarded on for recognition are invited to a City Commission meeting, receive a certificate, be featured on the City's website, recognized in the monthly newsletter and via the City's social media pages. Nominations must be submitted with at least one photo of the property's current state. However, photos are only shared with the public if the property owner(s) receiving recognitions sign and return the photo release form.

At its December 14 meeting, the CBC reviewed two nominations and voted unanimously to forward them both on for recognition.

The commercial property at 104 1st Street NE was nominated by Layn Mudder for appealing, attention-getting seasonal or holiday displays. The Curvy Flamingo Boutique owner's 14-year-old niece, Kora McArthur, painted the windows of not only the Curvy

Flamingo Boutique, but RuLissa Boutique & More, Express Yourself Salon and the Medicine Shoppe! The CBC committee expressed wanting to recognize Becky and Curvy Flamingo Boutique, but also the artist behind these designs as it was a great way for businesses to collaborate in decorating for the holidays, and a great way to get youth involved in the community.

ATTACHMENTS: Nomination form and submitted photos are attached.

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: No action is necessary. Recognition item only

SUGGESTED MOTION: No action is necessary. This is a recognition item only. The presenter will hand out certificated to the property owner(s)/representatives.

CITY OF MANDAN
WHERE THE WEST BEGINS

COMMUNITY BEAUTIFICATION RECOGNITION PROGRAM NOMINATION FORM

Use this form to nominate yourself, a business, neighbor, or any property you believe enhances the aesthetic appearance of the community. At least one (1) photograph of that great look is required with each nomination. Awardees will be recognized at a City of Mandan Commission Meeting and on the City's website, social media channels and in the monthly Mandan Messenger printed and e-newsletter.

NOMINEE INFORMATION *In this section, provide the information for the property being nominated.*

Name of Nominee (homeowner/resident/commercial property) **if known*: __________

Nominee Phone Number **if known*: __________

Nominee E-Mail Address **if known*: __________

***Address of property being nominated**: 104 1st ST. NE.

NOMINATED BY *In this section you will provide your contact information.*

☐ **The information above is the same as this section. *(I'm the property owner)***

Name: Lynn Mudder

Phone Number: 701-667-9420

E-Mail Address: LPTImages@Midco.Net

Do you wish to remain anonymous? ☐ Yes ☐ No

**By selecting "yes" if the person you are nominating is selected to be recognized, your name will not be released as the person who nominated the winner.*

CRITERIA *Eligibility is listed at www.cityofmandan.com/recognitionprogram.*

Select the criteria for your reason for nominating this property *(must meet at least one of the below criteria)*:

☐ **Landscape maintenance or enhancements – existing or new**

☐ **Structural maintenance or enhancements – existing or new**

☐ **Overall aesthetic improvements**

☒ **Appealing, attention-getting seasonal or holiday displays**

CRITERIA CONTINUED

Describe why you are nominating this property and the elements that contribute to the community's aesthetic appearance:

Curvy Flamingo's owner Becky Knutson Neice, who is 14, Painted Three Stores Windows.

At least one (1) photo of the property being nominated will need to be submitted via e-mail to kari.schmidt@cityofmandan.com with this nomination form.

PROPERTY OWNERS: By submitting photos for this program, you give the City of Mandan permission to use your photos on the www.cityofmandan.com website, City's social media channels and in the City's monthly printed and e-newsletter.

- [x] Yes, I give permission to use the photos of my property that were submitted.
- [ ] I'm not the property owners. Please contact the property owner for permission to use photos submitted.

**If a nomination is submitted for a property other than your own, the City will acquire appropriate permission from the property owner.*

ADDITIONAL INFORMATION

Program eligibility, criteria and award selection information can be found at cityofmandan.com/recognitionprogram. Please call 701-667-3478 with issues submitting this form.


Curvy Flamingo
boutique


NEW HOPE


L'ANZA


The Medicine Shopp
OPEN

The Mandan City Commission met in regular session at 5:30 p.m. on December 19, 2023 in the Ed "Bosh" Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Helbling called the meeting to order.

A. ROLL CALL

1. Roll Call of all City Commissioner. Those present were Mayor Helbling and Commissioners Braun, Camisa, Olson, and Rohr. Department heads present were City Administrator Neubauer, Assessor Markley, Engineering Director Wigness, Police Chief Ziegler, Fire Chief/Public Works Director Bitz, Business Development & Communications Director Cermak, Planner Stromme, and City Attorney Oster.

B. PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Introduction of new employees. Assistant Finance Director Schulz introduced Senior Accounting Technician Lisa Schobinger. Police Chief Ziegler introduced Police Officers Christopher Sager, Tyler Seilinger, Luis Munoz, Alyssa McCulley, and Brandon Long; as well as Evidence Technician Heather Krell (and K-9 service dog Autumn) and Code Enforcement Officer Nathan Muri.

D. ARRROVAL OF AGENDA

E. MINUTES

1. Consider approval of the minutes from the December 5, 2023 Board of City Commission Regular Meeting. Commissioner Camisa moved and Commissioner Rohr seconded to approve the minutes as presented. Roll Call vote: Aye 5, Nay 0, Absent 0. The motion passed.

F. PUBLIC HEARING

1. Consider an amendment to the Future Land Use Plan and a Zone Change from MC – Industrial to CB – Commercial with restrictions for Auditor's Lot F less Auditor's Lot 1 of F in the NW ¼ Section 22, Township 139N, Range 81W (See Resolutions and Ordinances No. 1). Planner Stromme presented the amendment to the future land use plan and the zone change. Mayor Helbling opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing was closed.

G. BIDS

1. Consider 8th Avenue NW Bid Results. City Engineer Wigness presented the bid results. Commissioner Camisa moved and Commissioner Olson seconded to award the low bid. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed.

H. CONSENT AGENDA

1. Consider approval of monthly bills
2. Consider approval of the Inmate Housing Agreement at the Burleigh Morton Detention Center
3. Consider transfer of Opioid Settlement Funds to Western Plains Public Health
4. Consider acceptance of Marathon Community Investment Program Grant Award from the application completed by Mandan Police Department to fund Brinc (LEMUR 2) drones
5. Consider approval of a gaming site authorization for the Mule Deer Foundation on February 10, 2024 at Baymont Inn & Suites
6. Consider a correction to the approved Retail Incentive for Larkspur Daisy
7. Consider scheduling a public hearing to vacate a portion of Oxbow Trail SE in Lakewood 6th Addition
8. Consider Gaming site authorization and rental agreement for the Minndak RMEF Inc, at the Mandan Eagles Club
9. Consider a contract with Vanguard Appraisals, Inc. for Assessing Website
10. Consider a Task Order for the Collins Reservoir Design Engineering
11. Consider a Task Order for the Water Treatment Plant Phase III Engineering

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12. *Consider sole source bid for audio visual equipment replacements for the Ed "Bosh" Froehlich Meeting Room*

Commissioner Camisa moved and Commissioner Braun seconded to approve the consent agenda item 1 and 3 through 12 including all sub items as presented. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed. Commissioner Camisa pulled consent item 2 to ask questions. Police Chief Ziegler talked about the increase in the inmate housing contract and trends across the state. Commissioner Camisa moved and Commissioner Braun seconded to approve consent agenda item 2 as presented. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed.

I. <u>OLD BUSINESS</u>

J. <u>NEW BUSINESS</u>

1. *Consider the following committee appointments:*
    a. *Renee Murrish to serve on the Parking Authority.*
    b. *James Gustafson & Kristi Kraft to serve on the Renaissance Zone Committee.* Business
    c. *Layn Mudder, Luci Snowden and Micaela Ranisate to serve on the Community Beautification Committee.* Police Chief Ziegler presented the recommendation from the Parking Authority, Business Development & Communications Director Cermak presented the recommendation from the Renaissance Zone Committee and Community Beautification Committee Chair Layn Mudder presented the recommendation from the Community Beautification Committee. Commissioner Braun moved and Commissioner Camisa seconded to approve New Business items 1a, 1b, and 1c as presented. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed.
2. *Consider recommended moratorium from a Zoning Audit Review.* Planner Stromme presented the recommendation for a moratorium. Commissioners Rohr and Camisa and Mayor Helbling felt a two-year moratorium was a long time, and would prefer to see it revisited in 12 months. Planner Stromme explained the intent is to adopt all the zoning ordinance changes at once, versus in chunks to avoid changes needing to be made as the zoning re-write process continues. This was just a discussion item. No action was needed.
3. *Discussion related to the process for citizens to get their names on a ballot (See Resolution & Ordinance No. 3).* Mayor Helbling stated that he has heard that getting over 300 signatures seems to keep people from running for elected positions. The City of Fargo allows citizens to pay $100 or collect signatures to get their names on the ballot. Discussion was held. Consensus was to reduce the number of signatures required for a citizen to get their name on a ballot to 125. *See Resolution & Ordinance No. 3 for action.*
4. *Consider Resolutions for 2024 Mandan Street Rehabilitation Project.* City Engineer Wigness presented on the resolutions for the 2024 Mandan Street Rehabilitation project. Commissioner Camisa moved and Commissioner Rohr seconded to approve the resolution creating the district, approve the engineer's report, approve the feasibility report and approve the resolution of necessity for Street Improvement District No. 235, Project. No 2024-02. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed. Commissioner Camisa moved to approve the dedication of Prairie Dog funds towards the project at a rate of 20% of reconstruction work. Commissioner Rohr seconded. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed.

K. <u>RESOLUTIONS AND ORDINANCES</u>

1. *First Consideration of Ordinance 1440 related to a Zone Change MC – Industrial to CB – Commercial and a Resolution for the amendment to the Future Land Use Plan for Auditor's Lot F less Auditor's Lot 1 of F in the NW ¼ Section 22, Township 139N, Range 81W. Planner Stromme presented Ordinance 1440 and the resolution amending the Future Land Use and Transportation Plan.* Commissioner Rohr moved and Commissioner Camisa seconded to approve. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed.
2. *Resolution amending rate table for Planning and Zoning Development Review Applications.*

Planner Stromme presented the amended rate table for Planning and Zoning Development Review applications. Commissioner Camisa moved and Commissioner Braun seconded to approve the resolution setting rates for 2024 Planning and Zoning Development Review Applications. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed.

3. Introduction and First Consideration of Ordinance No. 1441 relating to governing body and elections. Commissioner Braun moved and Commissioner Camisa seconded to approve the introduction and first consideration of Ordinance No. 1441 with the following change: requiring only 125 qualified signatures. Roll Call vote: Aye 5, No 0, Absent 0. The motion passed.

L. OTHER BUSINESS

Mayor Helbling introduced the new Fire Chief, Mitch Bitz. In the interim he will continue to oversee Public Works until a new director is hired. Mayor Helbling also thanked the public for their support of the Mandan Holiday Lights on Main and wished everyone a Merry Christmas and a Happy New Year.

N. ADJOURNMENT

There being no other business to come before the Board, Commissioner Camisa motioned and Commissioner Rohr seconded to adjourn the meeting at 7:08 p.m. The motion received unanimous approval of the members present.

James Neubauer City Administrator	Timothy Helbling Board of City Commissioners

Consent No C1i

Board of City Commissioners

Agenda Documentation

CITY OF
MANDAN
WHERE THE WEST BEGINS

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 18, 2023
SUBMITTING DEPARTMENT:	Assessing
DEPARTMENT DIRECTOR:	Kimberly Markley
PRESENTER:	Kimberly Markley, City Assessor
SUBJECT:	Abatements for Thomas & Marlene Janzer

STATEMENT/PURPOSE: To consider corrections to the 2023 full & true values for property located at 502 Cobblestone LP SW

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-6116550 with a legal description of LOT 16 BLOCK 1 KEIDEL'S SOUTH HEART TERRACE 3RD

Reason for abatement: To correct the 2023 full & true values. The correction is due to error in basement finish.

ATTACHMENTS: 2023 Applications for Abatement

ESTIMATED FISCAL IMPACT:
2023 All taxing entities = $259.01, City Share = $59.55

STAFF IMPACT: NA

LEGAL REVIEW: Submitted to City Attorney Oster

RECOMMENDATION: I recommend a motion to recommend approval to the Morton County Commission of the 2023 Abatement Applications for Thomas and Marlene Janzer at 502 Cobblestone LP SW as presented.

SUGGESTED MOTION: I move to recommend approval to the Morton County Commission of the 2023 Abatement Applications as presented for Thomas and Marlene Janzer at 502 Cobblestone LP SW as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota | **Assessment District** CITY OF MANDAN

County of MORTON | **Property I.D. No.** 65-6116550

Name JANZER/THOMAS A & MARLENE | **Telephone No.**

Address 502 COBBLESTONE LOOP SW, MANDAN, ND 58554-8538

Legal description of the property involved in this application:

LOT 16 BLOCK 1 KEIDEL'S SOUTH HEART TERRACE 3RD

Total true and full value of the property described above for the year 2023 is:		Total true and full value of the property described above for the year 2023 should be:	
Land	$ 60,000	Land	$ 60,000
Improvements	$ 503,800	Improvements	$ 483,100
Total	$ 563,800	Total	$ 543,100
	(1)		(2)

The difference of $ -20,700.00 **true and full value between (1) and (2) above is due to the following reason(s):**

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

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

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

Applicant asks that Reduction due to error in property characteristics

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

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

Signature of Preparer (if other than applicant) ______ Date ______ Signature of Applicant ______ Date X12/18/23

24775
(2-2016)

Consent No. C1ii

CITY OF MANDAN
WHERE THE WEST BEGINS

Board of City Commissioners

Agenda Documentation

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 21, 2023
SUBMITTING DEPARTMENT:	Assessing Department
DEPARTMENT DIRECTOR:	Kimberly Markley
PRESENTER:	Kimberly Markley, City Assessor
SUBJECT:	Veteran Credit Abatements for Justin Sauers

STATEMENT/PURPOSE: To consider Applications for Disabled Veterans Property Tax Credit for 2022 & 2023 for property located at 306 Mario CT SE

BACKGROUND/ALTERNATIVES: This parcel is also known as parcel #65-6134790 with a legal description of LOT 5B BLOCK 5 MACEDONIA HILLS 1ST REPLAT BLOCK 5

Reason for Abatement: I have reviewed the Disabled Veterans Property Tax Credit Application and documentation, which are on file in my office. This applicant qualifies for Disabled Veterans Property Tax Credit for 2022 & 2023.

ATTACHMENTS: Applications for Abatement of Taxes and Veterans Credit Brochure provided by North Dakota Office of State Tax Commissioner

ESTIMATED FISCAL IMPACT: No fiscal impact to the City since the Tax Credit is reimbursed by the State of ND.

STAFF IMPACT: N/A

LEGAL REVIEW: Submitted to City Attorney Oster

RECOMMENDATION: I recommend a motion to recommend approval to the Morton County Commission of the 2022 & 2023 Abatement Applications for Justin Sauers at 306 Mario Court SE as presented.

SUGGESTED MOTION: I move to recommend approval to the Morton County Commission of the 2022 & 2023 Abatement Applications for Justin Sauers at 306 Mario Court SE as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of COUNTY OF MORTON

Property I.D. No. 65-6134790

Name SAUERS/JUSTIN J & KAYLA C

Telephone No.

Address 306 MARIO CT SE, MANDAN, ND 58554-0000

RECEIVED
DEC 13 2023
BY:

Legal description of the property involved in this application:

LOT 5B BLOCK 5 MACEDONIA HILLS 1ST REPLAT BLOCK 5

Total true and full value of the property described above for the year 2022 is:		Total true and full value of the property described above for the year 2022 should be:	
Land	$ 35,000	Land	$ 35,000
Improvements	$ 209,800	Improvements	$ 209,800
Total	$ 244,800 (1)	Total	$ 244,800 (2)

The difference of $ 0.00 **true and full value between (1) and (2) above is due to the following reason(s):**

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

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

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

Applicant asks that Homeowner qualifies for Veterans Credit Abatement.

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

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

Signature of Preparer (if other than applicant)	Date	Signature of Applicant	Date
			13Dec23

24775
(2-2016)

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of COUNTY OF MORTON

Property I.D. No. 65-6134790

Name SAUERS/JUSTIN J & KAYLA C

Telephone No.

Address 306 MARIO CT SE, MANDAN, ND 58554-0000

RECEIVED DEC 13 2023 BY:

Legal description of the property involved in this application:

LOT 5B BLOCK 5 MACEDONIA HILLS 1ST REPLAT BLOCK 5

Total true and full value of the property described above for the year 2023 is:		Total true and full value of the property described above for the year 2023 should be:	
Land	$ 35,000	Land	$ 35,000
Improvements	$ 220,300	Improvements	$ 220,300
Total	$ 255,300 (1)	Total	$ 255,300 (2)

The difference of $ 0.00 true and full value between (1) and (2) above is due to the following reason(s):

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

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

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

Applicant asks that Homeowner qualifies for Veterans Credit Abatement.

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

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

Signature of Preparer (if other than applicant) Date Signature of Applicant 13 Dec 23 Date

24775 (2-2016)

Consent No. 2

Board of City Commissioners

Agenda Documentation

CITY OF
MANDAN
WHERE THE WEST BEGINS

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 29, 2023
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch, Finance Director
SUBJECT:	Depositories of Public Funds

PURPOSE
To designate depositories of public funds which meet the pledge of security requirements.

BACKGROUND
Public funds belonging to or in the custody of any public corporation must be deposited in the Bank of North Dakota or in financial institutions which have been duly designated as depositories in the manner prescribed in this chapter (NDCC 21-04-03).

Any financial institution duly incorporated in this state under and pursuant to the laws governing the incorporation of financial institutions, and any financial institution situated and doing business within this state, and the Bank of North Dakota, may be designated a depository of public funds by the proper board as herein defined. The board may select two or more financial institutions in the same county as depositories, but if more than one financial institution is designated, the board shall deal with the financial institutions selected and designated impartially, both as to the deposit of funds and the withdrawal of funds and the requirement as to bonds. The board shall take into consideration, in selecting and designating the depository or depositories, the condition of each financial institution and the capital, surplus, and general credit thereof (NDCC 21-04-05).

The governing board of any public corporation, except the board of supervisors of any township and the school board of any common school district, at its regular meeting in January of each even-numbered year, shall assemble and examine all outstanding bonds and require new bonds whenever necessary in order to comply with the provisions of this chapter. If no regular meeting of the board in January is required by any other law, the board shall assemble for said purpose not later than the third Tuesday in January. At such meeting, the board shall designate depositories of public funds in accordance with the provisions of this chapter (NDCC 21-04-13).

The City of Mandan currently utilizes the following financial institutions as depositories for the City's funds:

- Wells Fargo Bank
- Starion Bank
- First International Bank & Trust
- Bravera Bank
- Bank of North Dakota

The City may also designate other financial institutions as depositories throughout the year, if necessary, upon City Commission approval.

ATTACHMENTS
None

FISCAL IMPACT
None

STAFF IMPACT
None

LEGAL REVIEW
In accordance with the provisions of NDCC 21-04.

RECOMMENDATION
To continue to designate the following financial institutions as depositories for the City's funds:

- Wells Fargo Bank
- Starion Bank
- First International Bank & Trust
- Bravera Bank
- Bank of North Dakota

SUGGESTED MOTION
Move to continue to designate the following financial institutions as depositories for the City's funds:

- Wells Fargo Bank
- Starion Bank
- First International Bank & Trust
- Bravera Bank
- Bank of North Dakota

Consent No. 3

CITY OF MANDAN
WHERE THE WEST BEGINS

Board of City Commissioners

Agenda Documentation

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 29, 2023
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch, Finance Director
SUBJECT:	Agreement for Application Hosting and Technology Support Services from Avenu Enterprise Solutions, LLC

PURPOSE

To consider Amendment No. 1 for the Agreement for Application Hosting and Technology Support Services from Avenu Enterprise Solutions, LLC.

BACKGROUND

Avenu Enterprise Solutions, LLC (Avenu) currently provides the New Vision Government Financial System application software for the City of Mandan.

January 4, 2022 – the Board of City Commissioners approved the Application Hosting and Technology Support Services Agreement from Avenu for the term from February 1, 2022 through January 31, 2024.

Amendment No. 1 to the Agreement would extend the term for an additional three year period from February 1, 2024 through January 31, 2027.

ATTACHMENT

Agreement for Application Hosting and Technology Support Services (Amendment No. 1)

FISCAL IMPACT

February 1, 2024 – January 31, 2025 = $31,487

- $1,499 or 5% increase

February 1, 2025 – January 31, 2026 = $33,062
February 1, 2026 – January 31, 2027 = $34,715

The cost for these services are included in the City's information technology annual budget.

STAFF IMPACT
None

LEGAL REVIEW
The Agreement approved by the Board of Commissioners on January 4, 2022 was reviewed by the City Attorney, Crowley Fleck PLLP.

RECOMMENDATION
To approve Amendment No. 1 for the Agreement for Application Hosting and Technology Support Services from Avenu Enterprise Solutions, LLC.

SUGGESTED MOTION
Move to approve Amendment No. 1 for the Agreement for Application Hosting and Technology Support Services from Avenu Enterprise Solutions, LLC.

Agreement for Application Hosting and Technology Support Services

Amendment No. 1

Avenu Enterprise Solutions, LLC

City of Mandan, North Dakota

This first amendment ("Amendment No. 1") is made by and between **Avenu Enterprise Solutions, LLC**, 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 ("Avenu") and **City of Mandan**, 205 Second Avenue NW, Mandan, ND 58554 ("Client").

RECITALS

WHEREAS, Client and Avenu executed the Agreement for Application Hosting and Technology Support Services ("Agreement") for New Vision Application Software and Services, effective February 1, 2022 through January 31, 2024 ("Term"); and

WHEREAS, the Parties seek to extend the Term for an additional three (3) year period through January 31, 2027; and

WHEREAS, the Parties further seek to amend Schedule A (Statement of Work), Section B (Payment), to adjust the Base Monthly Fee and Payment Schedule for the Extended Term.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Avenu and Client (each individually a "Party" and collectively, the "Parties") agree as follows:

1. This Amendment No. 1 is effective on February 1, 2024 ("Amendment Effective Date").

2. Section 2 of the Agreement (Term) is amended with the following:

   This Agreement is hereby extended for an additional three (3) year period, from February 1, 2024 through January 31, 2027, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Extended Term").

3. Schedule A (Statement of Work), Section B.1 (Base Monthly Fee and Payment Schedule), is amended to add the following to the pricing table:

	Monthly VPaaS Amount	**Months**	**Annual VPaaS Amount**
February 1, 2024 – January 31, 2025	$2,623.95	12	$31,487.40
February 1, 2025 – January 31, 2026	$2,755.15	12	$33,061.77
February 1, 2026 – January 31, 2027	$2,892.90	12	$34,714.86

4. All other terms and conditions of the Agreement, except as modified by this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Client have executed this Amendment No. 1.

Avenu Enterprise Solutions, LLC	**City of Mandan, North Dakota**
By: ______________________	By: ______________________
Name: James Barkman	Name: ______________________
Title: Chief Financial Officer	Title: ______________________
Date: ______________________	Date: ______________________

Consent No. 4

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
WHERE THE WEST BEGINS

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 29, 2023
SUBMITTING DEPARTMENT:	Finance
DEPARTMENT DIRECTOR:	Greg Welch
PRESENTER:	Greg Welch, Finance Director
SUBJECT:	2025 Budget Calendar

PURPOSE
To consider the City's 2025 budget calendar.

BACKGROUND
The City's budget policies outline the annual budget calendar timeline and objectives.

ATTACHMENT
2025 Budget Calendar

FISCAL IMPACT
None

STAFF IMPACT
The City's annual budget is coordinated by the finance department under the direction of the Budget & Finance Committee with the assistance from commissioners, department managers, supervisors and staff.

LEGAL REVIEW
The City is required to prepare the annual budget in accordance with the North Dakota Century Code.

RECOMMENDATION
To approve the City's 2025 budget calendar.

SUGGESTED MOTION
Move to approve the City's 2025 budget calendar.

CITY OF MANDAN
2025 BUDGET CALENDAR

March 1, 2024	Finance department provides budget request forms to department managers.
April 1, 2024	Budget request forms due from department managers to finance department.
April 24, 2024	Department managers present budget requests to City Administrator and management team.
April 30, 2024	Board of City Commissioners conduct budget working session with department managers.
May 1, 2024	Finance department provides budget instructions & worksheets to department managers.
May 31, 2024	Budget worksheets due from department managers to finance department.
June 2024	Budget & Finance Committee conducts internal budget hearings with department managers and portfolio commissioners.
July 16, 2024	Budget & Finance Committee presents preliminary budget to Board of City Commissioners for Board's discussion and recommendations.
August 6, 2024	Board of City Commissioners approve introduction and first consideration, and call for public budget hearing of Ordinance adopting preliminary budget.
August 7, 2024	Finance department provides copy of preliminary budget statement and notice of public budget hearing date to Morton County Auditor.
September 17, 2024	Board of City Commissioners conduct public budget hearing. Board approves second and final consideration of Ordinance adopting final budget and annual tax levy. Board approves Resolution(s) establishing rates and charges for services.
September 18, 2024	Finance department submits certified copy of levy and certified copy of final budget to Morton County Auditor.

Consent No. 5

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
WHERE THE WEST BEGINS

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 27, 2023
SUBMITTING DEPARTMENT:	Planning Department
DEPARTMENT DIRECTOR:	Andrew Stromme, City Planner
PRESENTER:	Andrew Stromme, City Planner
SUBJECT:	Final Plat for Meadow Ridge 5th Add.

STATEMENT/PURPOSE: JE Properties, LLC, requests consideration of a final plat for a subdivision to be titled Meadow Ridge 5th Addition. The property is in north Mandan, south of 27th Street NW and 8th Avenue NW on the west side of 7th Avenue NW.

BACKGROUND/ALTERNATIVES: This request would divide two existing lots into a total of six lots to allow for the individual ownership of existing townhome units in the Meadow Ridge Addition. The three-unit townhomes were built in 2016 and are presently leased.

Proposed Final Plat
The preliminary plat is 23,672sf (.54 acres) in size and would have six lots in one block. The proposed lots range in size from 2,759sf to 5,525sf. Various access and utility easements are shown on the plat, notably for the shared driveway and utilities.

Adjacent Properties Zoning, Land Use and Future Land Use
Adjacent properties are zoned R7 – Residential to the west and RM – Residential to the north, south and east. The future land use plan designates this property to be high density residential.

Findings of Fact
Final Plat

1. All technical requirements for approval of a final plat have been met;
2. The final plat generally conforms to the preliminary plat for the proposed subdivision that was approved by the Planning and Zoning Commission;
3. The proposed subdivision generally demonstrates an ability for the property to align with the Future Land Use Plan and other plans and studies;
4. The proposed subdivision is not located in the Special Flood Hazard Area or an area where the proposed development would adversely impact water quality and/ or environmentally sensitive lands, or areas that are topographically unsuited for development;

5. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance;
6. The proposed subdivision is consistent with the master plan, other adopted plans, policies and accepted planning practice; and
7. The proposed subdivision would not adversely affect the public health, safety, and general welfare.

Agency & Other Department Comments

- As of the publication of the agenda packet, no comments have been received from adjacent property owners. Seventy-six letters were sent to adjacent property owners.
- Morton County Emergency Management will require the units to be addressed according to their policy.

Engineering & Planning Staff Comments

- This plat will require a shared-use agreement for sanitary sewer and portions of the water line. An association is likely required for maintenance of other common assets such as the shared driveway.
- The City has an exception policy within RM – Residential zoning (Sec. 105-3-9 (12) to permit lots as small as 2,400sf in cases such as this.

ATTACHMENTS:
1. Application
2. Final Plat
3. Preliminary Plat
4. Images
5. Location Map

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: The City Attorney has reviewed this agenda document.

RECOMMENDATIONS: Planning Staff and the Planning and Zoning Commission recommend approval of the final plat contingent upon a shared use agreement.

SUGGESTED MOTION: I move to approve the final plat contingent upon a shared use agreement.

EXHIBIT 1

CITY OF MANDAN			
Development Review Application			
☐	Minor Plat ($300)	☐	Zone Change ($600)
☐	Preliminary Plat up to 20 acres ($400)	☐	Planned Unit Development ($700)
☐	Preliminary Plat more than 20 acres ($450)	☐	Land Use and Transportation Plan Amendment ($1,000)
✔	Final Plat up to 20 lots ($400)	☐	Vacation ($500)
☐	Final Plat 21 to 40 lots ($550)	☐	Variance ($400)
☐	Final Plat more than 40 lots ($700)	☐	Special Use Permit ($450)
☐	Annexation ($450)	☐	Stormwater submittal ($300)
☐	Masterplanned Subdivision (not accepted without preliminary plat) ($250)	☐	Stormwater 2nd & subsequent resubmittal ($50)
☐	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) ($250)	☐	

Summary of Request (Add separate sheet(s) as necessary)

Divide 2 existing lots into a total of 6 lots in the Meadow Ridge Addition

Engineer/Surveyor					Property Owner or Applicant			
Name: Mark R. Isaacs; ILSE, Inc.					Name: JE Properties, LLC			
Address: 4915 Old Red Trail NW					Address: PO Box 3121			
City: Mandan	State: ND		Zip: 58554		City: Mandan	State: ND	Zip: 58554	
email: mark@ilsurveynd.com					email: jaren@jehomesnd.com			
Phone: 701-595-2079		Fax:			Phone: 701-595-2758		Fax:	

If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.

Location		Type		Existing Zone	Proposed Zone	Project Name
✔ City	☐ ETA	☐ New	✔ Addition	RM	RM	Meadows Ridge 5th Addition

Property Address	Legal Description		
2611 & 2615 7th Avenue NW, Mandan, ND	Lots 3A & 3B, Block 1 in		
Current Use			
Mulit Family Residential	Meadow Ridge 3rd Replat Lot 3, Block 1		
Proposed Use			
Mulit Family Residential	Section 22	Township 139	Range 81

Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking
23,672 SF					

Print Name	Signature	Date
Jeren Thomson	[signature]	11-10-23

Office Use Only			
Date Received:	Initials: NM	Fees Paid: $ 400	Date 11-20-2023
Notice in paper	Mailed to neighbors	P&Z meeting	
☐ Approved	Approved with conditions:		
☐ Denied			

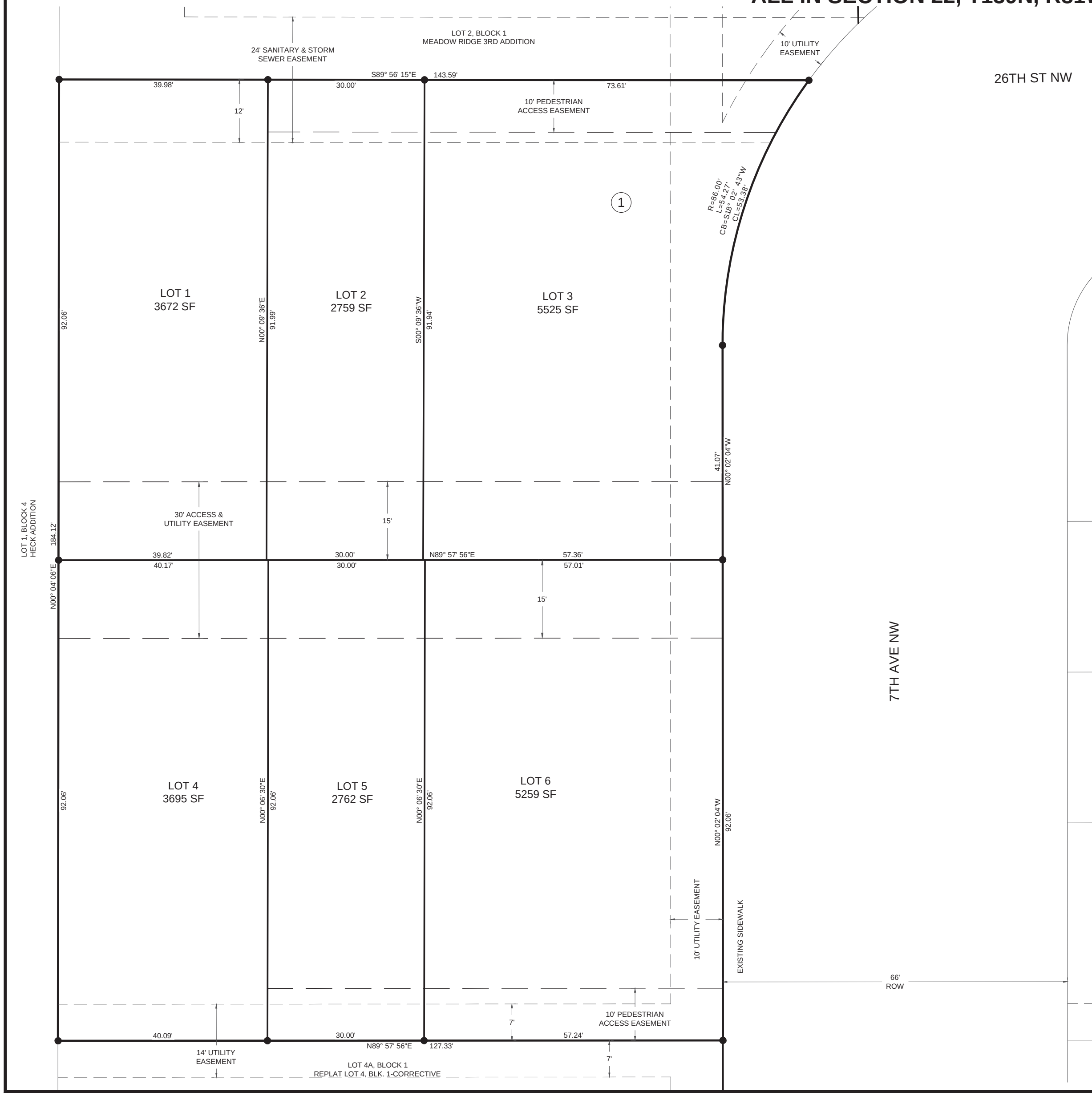
EXHIBIT 2

MEADOW RIDGE 5TH ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

REPLAT OF LOTS 3A & 3B, BLOCK 1 OF THE REPLAT OF LOT 3, BLOCK 1, MEADOW RIDGE 3RD ADDITION

ALL IN SECTION 22, T139N, R81W



NORTH

SCALE: 1" = 10'

0 5 10

DATE: DECEMBER 6TH, 2023

VERTICAL DATUMN - NAVD 1988.

BASED ON NORTH DAKOTA SOUTH ZONE-NAD83, INTERNATIONAL FEET.

MEASUREMENTS HAVE BEEN ESTABLISHED BY RTK FROM THE "BSMK" CORS STATION AND ARE REPORTED IN GRID.

OWNER/DEVELOPER/APPLICANT:
JE PROPERTIES, LLC
P.O. BOX 3121
BSMARCK, ND 58502

NOTES:

1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENTS.
2. SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
3. EXISTING ZONING IS RM
4. THE ACCESS EASEMENT SHOWN HEREON IS TO SERVE LOTS 1, 2, 3, 4, 5, AND 6.
5. THE PEDESTRIAN EASEMENT SHOWN HEREON IS TO SERVE LOTS 1, 2, 3, 4, 5, AND 6.

LEGEND

○ FOUND SURVEY MONUMENT

● SET CAPPED REBAR "LS-9628"

AREA TABLE

LOT 1	3,672 SF
LOT 2	2,759 SF
LOT 3	5,525 SF
LOT 4	3,695 SF
LOT 5	2,762 SF
LOT 6	5,259 SF
TOTAL	23,672 SF

PROPERTY DESCRIPTION

ALL OF LOT 3A & 3B, BLOCK 1 OF THE REPLAT OF LOT 3, BLOCK 1 MEADOW RIDGE 3RD ADDITION, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN IN MORTON COUNTY, NORTH DAKOTA, SAID TRACT OF LAND CONTAINS 0.54 ACRES (23,672 SF) MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MARK R. ISAACS, A NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 9628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE A SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT; FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDREDTHS OF FEET THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF; FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 9628

OWNER'S CERTIFICATE OF DEDICATION

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

I ALSO DEDICATE ALL EASEMENTS AS SHOWN ON THIS PLAT AS "PEDESTRIAN ACCESS EASEMENT" AND "ACCESS & UTILITY EASEMENT" TO RUN WITH THE LANDS FOR USE BY LOTS 1, 2, 3, 4, 5, & 6 FOR STREET AND LOT ACCESS, THEIR TENANTS, VISITORS AND LICENSEES, PROVIDED THAT MAINTENANCE AND CLEARANCE OF THE EASEMENT IS THE RESPONSIBILITY OF THE LAND OWNING PARTIES.

JERAN THOMSON
JE PROPERTIES, LLC

STATE OF _____________)
) SS
COUNTY OF ___________)

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC. THIS___DAY OF _______, 20___.

NOTARY PUBLIC ________________________

PLANNING COMMISSION APPROVAL

THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN ON THIS______DAY OF_______________, 20___, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORINANCES OF THE CITY OF MANDAN, AND REGULATIONS ADOPTED BY THE PLANNING COMMISSION OF SAID CITY. IN WITNESS WHEREOF ARE SET THE HANDS OF THE CHAIRMAN AND THE SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA.

BILL ROBINSON - CHAIRMAN

NANCY MOSER - SECRETARY

APPROVAL OF THE BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION APPROVED THE_______DAY OF_________, 20__.

JIM NEUBAUER - CITY ADMINISTRATOR

TIM HELBLING - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

I, JAREK WIGNESS, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA. HEREBY APPROVES "MEADOW RIDGE 5TH ADDITION" OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS, PE

MEADOW RIDGE 5TH ADDITION
REPLAT OF LOTS 3A & 3B, BLOCK 1
A REPLAT OF LOT 3, BLOCK 1
MEADOW RIDGE 3RD ADDITION
MANDAN, NORTH DAKOTA

SHEET: 1 OF 1 | JOB NUMBER: 22198
SCALE: 1"= 10' | DWG REVISION DATES
DRAWN BY: MRI | 12/6/23 –
DWG DATE: 11/8/23 | – –
DWG NAME: Meadow Ridge 5th Addition Final Plat.dwg

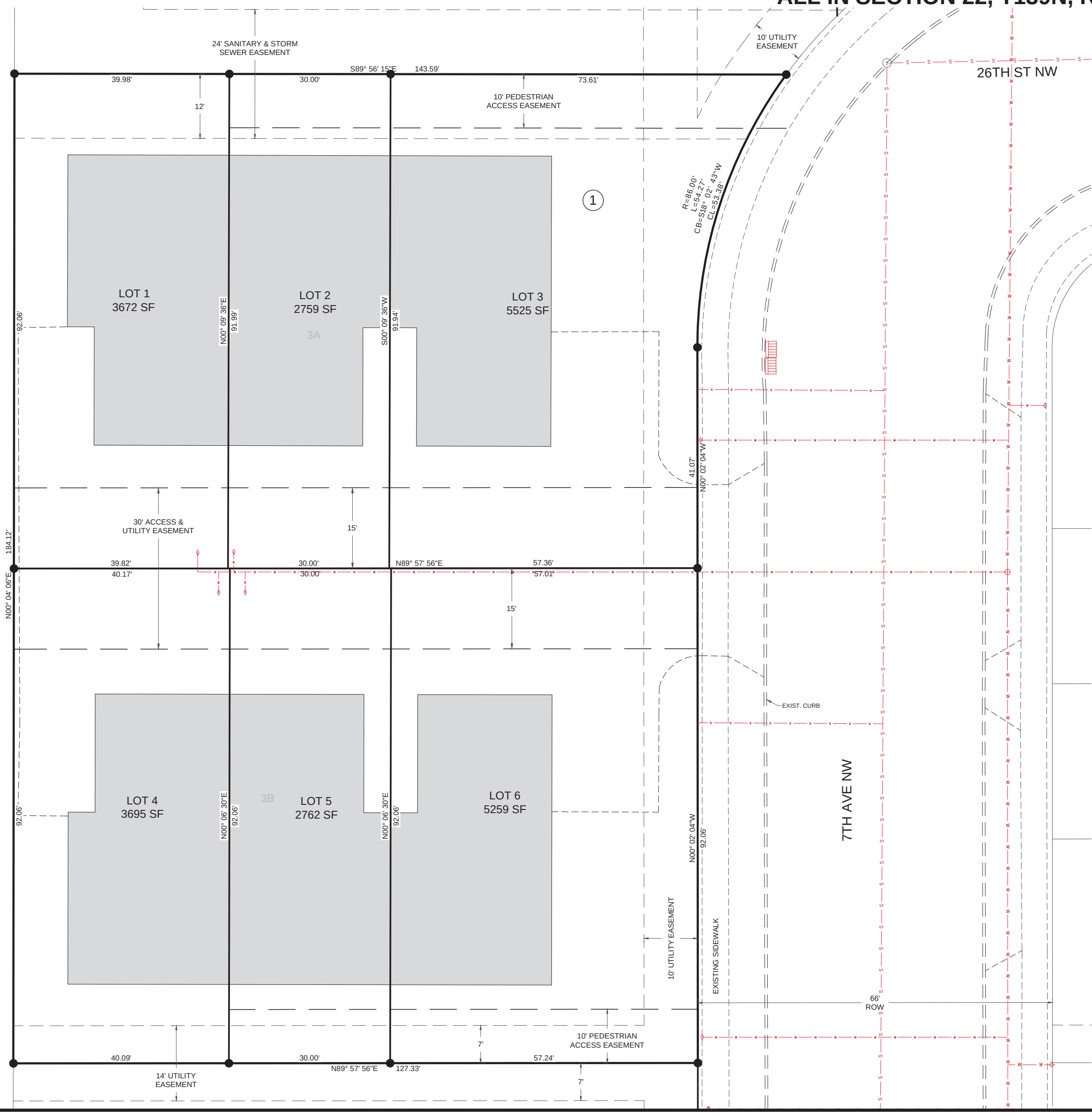
Independent Land Surveying & Engineering
4215 Old Red Trail NW
Mandan, ND 58554
Phone: 701-663-5184
Cell: 701-595-2079
mark@ilsurveynd.com

EXHIBIT 3

PRELIMINARY PLAT

MEADOW RIDGE 5TH ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
REPLAT OF LOTS 3A & 3B, BLOCK 1 IN REPLAT OF MEADOW RIDGE 3RD LOT 3 BLOCK 1
ALL IN SECTION 22, T139N, R81W



NORTH

SCALE: 1" = 10'

0 5 10

DATE: AUGUST 28, 2023

VERTICAL DATUMN - NAVD 1988.

BASED ON NORTH DAKOTA SOUTH ZONE-NAD83, INTERNATIONAL FEET.

MEASUREMENTS HAVE BEEN ESTABLISHED BY RTK FROM THE "BSMK" CORS STATION AND ARE REPORTED IN GRID.

OWNER/DEVELOPER/APPLICANT:
JE PROPERTIES, LLC
P.O. BOX 3121
BSMARCK, ND 58502

NOTES:
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2. SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
3. EXISTING ZONING IS RM

LEGEND

- FOUND SURVEY MONUMENT
- SET CAPPED REBAR "LS-9628"
- EXISTING SANITARY SEWER
- EXISTING SANITARY SEWER SERVICE LINE
- EXISTING WATER MAIN
- EXISTING WATER MAIN SERVICE LINE
- EXISTING CONCRETE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING STORM INLET
- EXISTING CURB STOP
- EXISTING BUILDING

AREA TABLE

LOT 1	3,672 SF
LOT 2	2,759 SF
LOT 3	5,525 SF
LOT 4	3,695 SF
LOT 5	2,762 SF
LOT 6	5,259 SF
TOTAL	23,672 SF

PROPERTY DESCRIPTION

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SURVEYOR'S CERTIFICATE

I, MARK R. ISAACS, A NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 9628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE A SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT; FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDREDTHS OF FEET THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF; FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

____
MARK R. ISAACS, RLS 9628 .

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I ALSO DEDICATE ALL EASEMENTS AS SHOWN ON THIS PLAT AS "PEDESTRIAN ACCESS EASEMENT" AND "ACCESS & UTILITY EASEMENT" TO RUN WITH THE LANDS FOR USE BY LOTS 1, 2, 3, 4, 5, & 6 FOR STREET AND LOT ACCESS, THEIR TENANTS, VISITORS AND LICENSEES, PROVIDED THAT MAINTENANCE AND CLEARANCE OF THE EASEMENT IS THE RESPONSIBILITY OF THE LAND OWNING PARTIES.

____
JERAN THOMSON
JE PROPERTIES, LLC

STATE OF _______________)
) SS
COUNTY OF ______________)

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC. THIS___DAY OF ________, 20___.

NOTARY PUBLIC ______________________________

APPROVAL OF THE BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION APPROVED THE_______DAY OF_________, 20__.

____
JIM NEUBAUER - CITY ADMINISTRATOR

____
TIM HELBLING - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

I, JAREK WIGNESS, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA. HEREBY APPROVES "MEADOW RIDGE 5TH ADDITION" OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

____
JAREK WIGNESS, PE

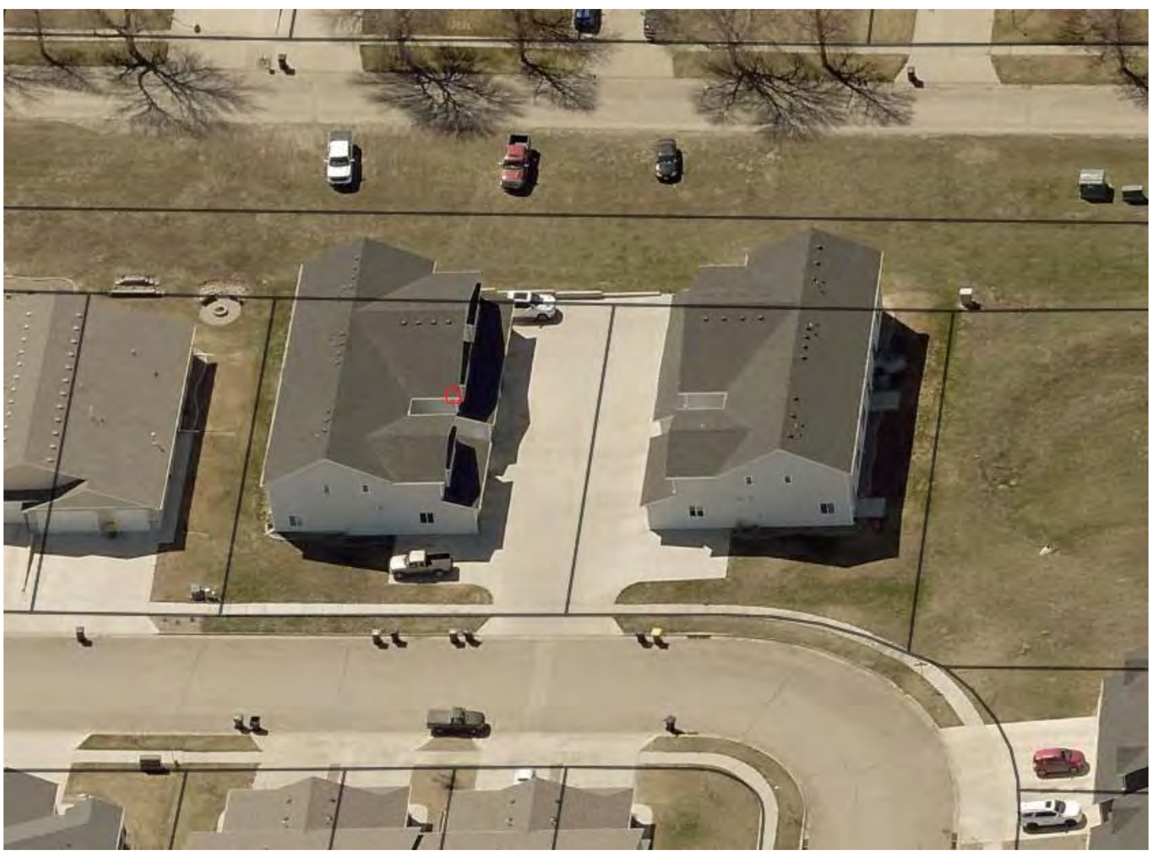
PRELIMINARY PLAT
MEADOW RIDGE 5TH ADDITION
REPLAT OF LOTS 3A & 3B, BLOCK 1
MEADOW RIDGE 3RD ADDITION
REPLAT OF LOT 3 BLOCK 1
MANDAN, NORTH DAKOTA

SHEET: 1 OF 1	JOB NUMBER: 22198	
SCALE: 1"= 10'	DWG REVISION DATES	
DRAWN BY: MRI	–	–
DWG DATE: 8/28/23	–	–
DWG NAME:22198 Preliminary Plat.dwg		

Independent Land Surveying & Engineering
4215 Old Red Trail NW
Mandan, ND 58554
Phone: 701-663-5184
Cell: 701-595-2079
mark@ilsurveynd.com

EXHIBIT 4

Aerial



View from east

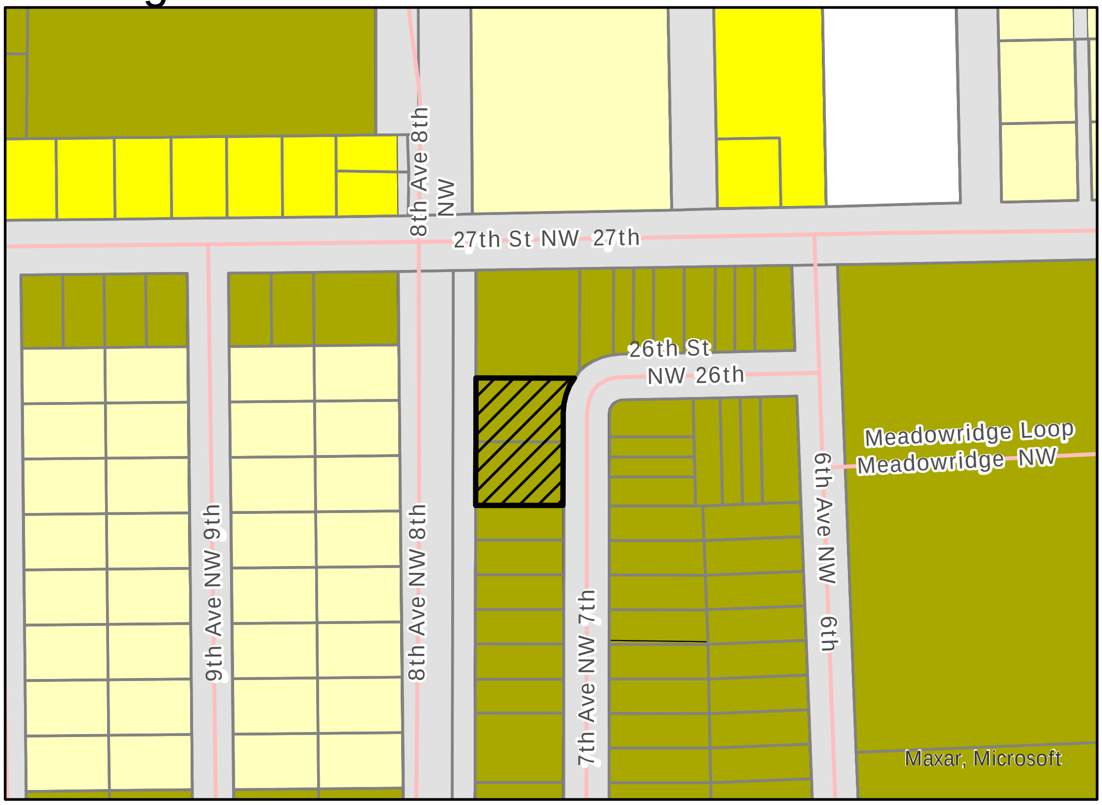
Zoning and Future Land Use Reference Map

Meadow Ridge 5th Addition

Zoning Map Key

- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/ Light Industrial
- MB - Heavy Commercial/ Heavy Industrial
- MC - Heavy Commercial/ Light Industrial Restricted
- MD - Heavy Commercial/ Heavy Industrial Restricted
- MHS - Trailer Park
- PUD - Planned Unit Development
- R3.2 - Residential Single & Two Family
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- City Limits
- October Planning Submittals

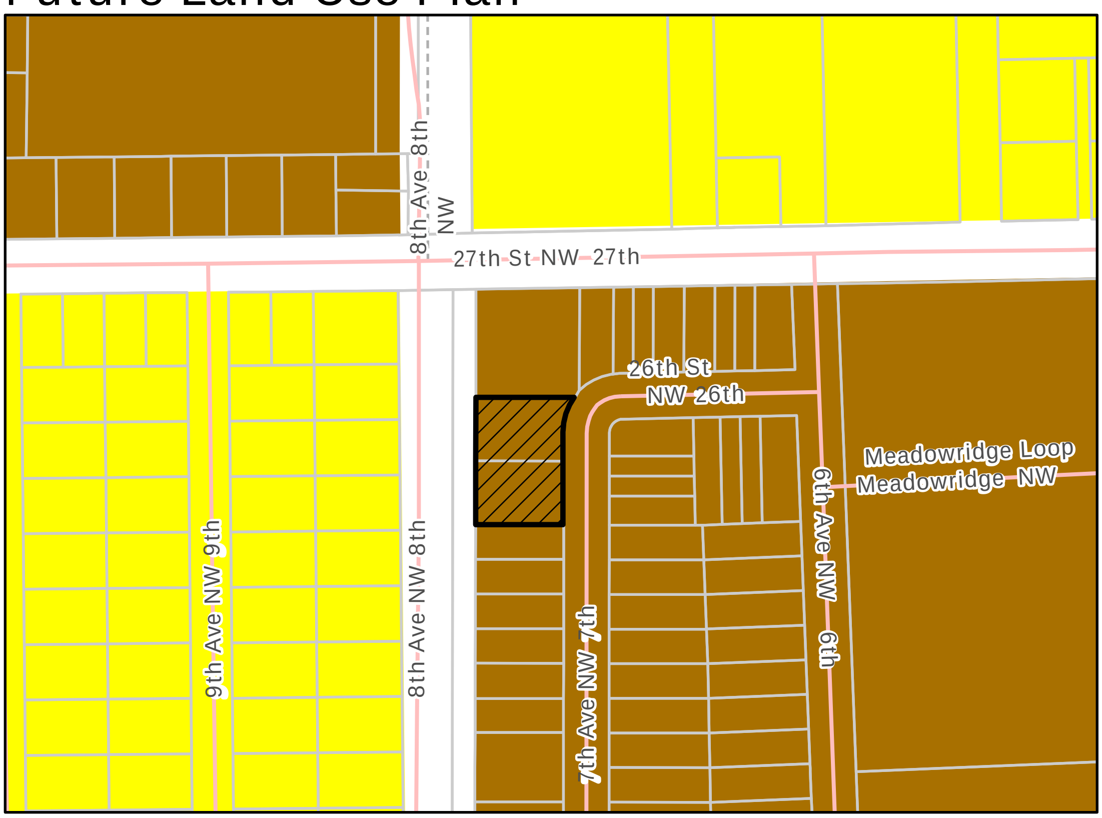
Zoning



Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Denstiy Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- Future Roadway Alignment
- City Limits
- ETA Line

Future Land Use Plan



0 0.05 0.1 0.2 Miles

City of Mandan
Planning Department
9/26/2023

Consent No. 6

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
WHERE THE WEST BEGINS

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 27, 2023
SUBMITTING DEPARTMENT:	Police Department
DEPARTMENT DIRECTOR:	Chief Jason Ziegler
PRESENTER:	Chief Jason Ziegler
SUBJECT:	Approval to utilize 2023 Capital Improvement Fund for updating the LEC Fitness Room

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STATEMENT/PURPOSE: Consider approval to utilize 2023 Capital Improvement Fund for updating the LEC Fitness Room

BACKGROUND/ALTERNATIVES: The Mandan Police Department and Morton County Sheriff's Department are seeking approval to use LEC Capital Improvement Funds, that has a balance of $131,302.68 effective 12/18/2023. Funds will be utilized to renovate and update the current fitness room located in the basement of the Law Enforcement Center. Estimated cost of this project is $31,302.68.

Currently, the fitness room's equipment is dated and has minimal flexibility as far as what kind of exercise can be done. Having more variety of equipment, modernization of the equipment and flexibility of the type of equipment will be beneficial for LEC staff to maintain a workout regimen that they have readily access to.

The LEC committee has voted in favor of this project and now approval from the city and county commissions is needed, due to the amount of funds requested. The funds in the LEC Capital Improvement Fund are previously approved funds that the city and county contribute on an annual basis. This fund is held by the county auditor.

ATTACHMENTS: Letter regarding updating equipment.

FISCAL IMPACT: No fiscal impact by the city as the funds in the Capital Improvement Fund are contributed and approved by city commission annually.

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: To approve utilizing funds from the Capital Improvement Fund in the amount up to $31,302.68 for updating the LEC fitness room.

SUGGESTED MOTION: Move to approve utilizing funds from the Capital Improvement Fund in the amount up to $31,302.68 for updating the LEC fitness room.

5/24/23

To: Sheriff Kirchmeier

From: Dep. J.Moll

Re: New gym equipment & refurbishment

Sir,

I am writing to request funds to refurbish and purchase new equipment for the LEC gym. I ask that we use the LEC building fund for these monies. The current gym equipment is quite old, deteriorating and lacks functionality.

Capt. Steele and I along with Mandan PD Sgts. Hauck and Scherr sat down and penciled out a list of what equipment and refurbishments we believe would be the most beneficial. Attached to this letter is a list of desired equipment with examples and prices. The biggest ticket items are a dual cable cross over machine and a tread mill. We believe that if there is better equipment more deputies and officers will utilize the gym. Also, commercial grade equipment is needed to ensure longevity.

Our plan is to remove the Universal gym machine, the "yellow monster" machine, the neck machine, the pullup machine, and the military press bench; replace the bench press bench and incline bench; and add new equipment and additional free weights.

We would also like to inquire about the possibility to convert the unused basement classroom / break room into the gym. This would allow both cardio and weight equipment. It would also free up space to extend the locker rooms in the future. With the additional break / meeting rooms provided to the jail overhaul no one uses the lower break room.

Maintaining fitness for duty is a major part of our jobs. Gross strength, endurance, and overall resilience are all necessary for us to safely and consistently perform the tasks asked of us. Multiples studies have shown that the law enforcement community has higher rate of cardiopulmonary disease, chronic orthopedic injuries and workforce safety claims, and negative mental health outcomes than the general population. Studies have also shown that rigorous resistance exercise helps mitigate those risks, not only improving physical health and reducing WSI claims, but improving mental and emotional wellbeing.

We would gladly volunteer our time to remove the old and set up the new equipment. I am also willing to travel to pick up equipment to save money and ensure funds are spent on the best stuff we can afford.

Sincerely,

Dep. J.Moll

LEC Gym equipment wish list

In Order of Preferance, with approximate cost:

A high quality, commercial grade double-stack cable pull machine ($12,000)

A high quality, commercial grade treadmill ($5,000)

2 high quality, commercial grade adjustable (upright incline to full decline) benches ($1,200)

1 set of high quality, commercial grade bumper plates (45lb, 25lb, 10lb) ($500)

2 Olympic barbells ($500)

A hyperextension (lumbar) stand ($600)

1 trap bar ($200)

6 rubber-coated 45lb plates ($600)

8 iron 45lb plates ($400)

8lb & 16lb medicine ball ($150)

65lb & 90lb kettle bell ($200)

A set of high quality, commercial grade plyometric bands ($400)

A high quality, commercial grade, light-weight, portable rowing machine ($2,000)

Total approximate cost $24,000

https://www.tkostrength.com/collections/selectorized

https://freemotionfitness.com/strength-machine/dual-cable-cross-lite/

https://www.tkostrength.com/collections/air-raid-cardio/products/tko-airraid-rower

https://www.performbetter.com/First-Place-Superbands

https://repfitness.com/collections/benches/products/blackwing-adjustable-bench

https://www.vulcanstrength.com/Vulcan-Alpha-Bumper-Plates-Set-p/alphbsets.htm?1=1&CartID=0

https://repfitness.com/collections/barbells/products/sabre-barbell

https://betterbodyequipped.com/products/better-body-weight-barbell-45lbs

https://repfitness.com/collections/steel-plates/products/rubber-coated-olympic-plate-pairs

https://sunnyhealthfitness.com/products/sunny-health-and-fitness-ob-hex-olympic-hex-bar-ob-hex

https://www.trxtraining.com/pages/suspension-trainers-comparison

https://www.scheels.com/p/vtx-functional-training-med-ball

New Business No. 1

Board of City Commissioners

Agenda Documentation

CITY OF MANDAN
WHERE THE WEST BEGINS

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 28, 2023
SUBMITTING DEPARTMENT:	Administration, Police
DEPARTMENT DIRECTOR:	Jim Neubauer, City Administrator; Jason Ziegler, Police Chief
PRESENTER:	Jim Neubauer, City Administrator
SUBJECT:	Law Enforcement Center Operating Agreement

STATEMENT/PURPOSE: To consider entering into the Law Enforcement Center Operating Agreement between Morton County and the City of Mandan.

BACKGROUND/ALTERNATIVES: The Law Enforcement Center Advisory Board (Board) consists of eight members; two Morton County Commissioners, two City of Mandan Commissioners, County Auditor, City Administrator, Morton County Sheriff and the Mandan Police Chief.

Pursuant to Section two of the agreement:

> The purpose of the CENTER and the operating of the CENTER is, in general, to afford a place that will provide proper facilities for the law enforcement personnel of the PARTIES, and a Court holding space. The purpose of this Agreement is to set forth the provisions by which the PARTIES will jointly occupy the CENTER and contribute towards the costs of operating expenses including utilities, maintenance, repair and replacement of the CENTER, provided, however, in no event shall the CENTER be deemed to include the Court holding spaces.

The Board has no jurisdiction over law enforcement or court personnel.

The agreement is in most ways a renewal of what has been done in the past with adjustments to the square footages after the jail space was converted to office space and a few other changes. We are at a point where all parties have had several opportunities for input and agreement.

The attached agreement has gone before the Morton County Commission on December 26, 2023 and was approved.

If approved, updates to the dates will be made and circulated for signatures.

ATTACHMENTS: Morton Mandan Law Enforcement Center Operating Agreement

FISCAL IMPACT: funds have been budgeted

STAFF IMPACT: minimal

LEGAL REVIEW: Agreement has been forwarded to Attorney Oster for review

RECOMMENDATION: I recommend approving the LEC Operating agreement as presented.

SUGGESTED MOTION: I move to approve the LEC Operating agreement as presented.

Law Enforcement Center Operating Agreement

Morton County
&
City of Mandan

AGREEMENT

THIS AGREEMENT, Made and executed as of the _____ day of _______, 2023, by and between the following governmental units, namely: MORTON COUNTY, North Dakota, hereinafter referred to as the County and the CITY OF MANDAN, North Dakota, hereinafter referred to as the CITY, and jointly as said governmental units are hereinafter referred to as the PARTIES, agree as follows:

WITNESSETH

WHEREAS, The COUNTY has constructed a Combined Law Enforcement Center, hereinafter referred to as CENTER; and

WHEREAS, Pursuant to the authority of Chapter 54-40 of the North Dakota Century Code, as amended, the PARTIES hereto, having in common a portion of their territory or boundary, deem it to be in the best interest of each of the PARTIES to enter into this Agreement through the action of their governing bodies to jointly and cooperatively exercise their separate powers, any power common to the PARTIES or any similar powers, for the purpose of constructing, operating, and maintaining said CENTER for their joint use; and

WHEREAS, The ownership and title to the property shall be in the COUNTY OF MORTON.

NOW, THEREFORE, It is hereby agreed by and between the PARTIES as follows:

1. PARTIES

The PARTIES in making this Agreement enter into the same with the hope and belief that the use of the facility to be provided by the CENTER shall be of great advantage and benefit for the people of the county and CITY and they pledge to each other that on all occasions, when and if questions arise concerning the true intent and meaning of this Agreement, that they will endeavor to treat with each other so as to give evidence of the highest good faith and the greatest consideration each for the other, in order that unseemly and unfortunate differences may never develop between them and they realize that in return for the use of the valuable facilities provided therein, and for the funds received and taxed levied therefore, the public will get as its return, the maximum beneficial use of the facilities covered by this Agreement.

2. PURPOSES

The purpose of the CENTER and the operating of the CENTER is, in general, to afford a place that will provide proper facilities for the law enforcement personnel of the PARTIES, and a Court holding space. The purpose of this Agreement is to set forth the provisions by which the PARTIES will jointly occupy the CENTER and contribute towards the costs of operating expenses including utilities, maintenance, repair and replacement of the CENTER, provided, however, in no event shall the CENTER be deemed to include the Court holding spaces.

3. USE AND OPERATION

Upon the completion and acceptance of the governing body of the COUNTY, except as herein otherwise provided, the use, operation and maintenance of the CENTER shall be under the care, jurisdiction, control and authority of the PARTIES, with respect to the portions of the CENTER each occupies. To assist the PARTIES in the use and operation of the common areas and in the operation and maintenance of the CENTER facility, a Law Enforcement Center Advisory Board shall be appointed by the PARTIES.

4. BOARD

The Law Enforcement Center Advisory Board, hereinafter called the BOARD shall consist of eight (8) members whose appointment, officers, duties, expenses, and meetings shall be as set forth below:

4.1. APPOINTMENT, TERM AND VACANCIES ON THE BOARD.

4.1.1. The COUNTY and the CITY each shall appoint two (2) of its members from the membership of its governing body and together with the County Auditor, County Sheriff, City Administrator, and City Police Chief shall constitute the BOARD. Any member of the BOARD shall be deemed to have resigned for the BOARD when their term of with the COUNTY or CITY shall terminate either through death, disability, expiration of term of office or resignation and in that event the respective governing body shall appoint a successor to fill the unexpired term of such member.

4.1.2. Vacancies on the BOARD shall be filled by appointment by the original appointing authority and such appointee shall serve the unexpired term of the vacating member.

4.2. BOARD OFFICERS. At the first meeting of the BOARD, to be held within fifteen (15) days after the BOARD'S original membership has been completed by appointment, the BOARD shall elect from its members a President, a Vice President, and a Secretary, all of whom shall serve until July of the following year. In April of each year the BOARD shall again have an election of such officers who shall serve for a term of one (1) year or until their successors are elected and qualified.

4.3. DUTIES OF BOARD OFFICERS.

4.3.1. The President, and in his absence, the Vice President, shall preside at all meetings and exercise the functions usually devolved upon the presiding officer of similar bodies or boards.

4.3.2. The County Auditor or designee shall keep a record of all business transactions at the meetings of the BOARD and of such other matters as the BOARD may direct.

4.4. DUTIES AND POWERS OF THE BOARD. The BOARD shall be an advisory board whose duties and responsibilities are as assigned to it by the governing bodies of the PARTIES. The BOARD shall perform such powers and duties assigned to it and shall make recommendations to the governing bodies of the PARTIES on those items necessitating formal action.

4.4.1. PERSONNEL. The BOARD shall have no jurisdiction whatsoever over law enforcement or court personnel, or of other agencies officing within the CENTER, or of their functions. The COUNTY shall hire custodial personnel for the CENTER and the CITY shall reimburse the COUNTY for one half of the cost of the average salary and benefits of said personnel. County will provide an itemized billing statement to the City on an annual basis.

4.4.2. RESPONSIBILITY. The BOARD shall be responsible to the governing bodies of the COUNTY and CITY.

4.4.3. The BOARD shall inform and advise the governing bodies of the COUNTY and CITY regarding matters of the CENTER'S major maintenance and repair, including roofing, heating, air conditioning, electrical and mechanical equipment and the parking lot and any beautification plantings.

4.4.4. The BOARD shall have the authority to authorize expenditures without approval of the BOARDS of the COUNTY and CITY for small maintenance and repairs to the building as long as the expenditures do not exceed (ten thousand) $10,000.00 and the monies are readily available and budgeted in the capital improvement fund, or have been budgeted within the COUNTY or CITY'S annual budget.

4.5. EXPENSES. Members on such BOARD shall be reimbursed for any official travel in the same manner and at the same rate as COUNTY and CITY officials by their respective governing bodies.

4.6. MEETINGS AND QUOROM.

4.6.1. The BOARD shall meet on regular intervals, the time and place to be established by the BOARD. When practical, meetings shall be held within the CENTER in space provided for that purpose.

4.6.2. Five (5) BOARD members shall constitute a quorum to transact business. Robert's Rules of Order shall be the guide for conduct of meetings.

4.6.3. At a minimum, the BOARD shall meet in April and October of each calendar year.

4.6.4. Special meetings of the BOARD:

4.6.4.1. May be called by the President of the BOARD; or

4.6.4.2. Upon written request of four (4) BOARD members filed with any BOARD officer who shall issue the call for such special meeting to be held forthwith upon the filing of such request.

5. OPERATION AND MAINTENANCE

The PARTIES shall pay according to the percentage of their use as set forth in Section 8 for the electricity for lights and power and gas necessary for heating and other uses of the CENTER premises and for the water, sewer, garbage and other municipal charges and assessments in connection with the operation of the CENTER.

6. INSURANCE

The COUNTY shall keep the CENTER and its contents insured against loss or damage to the extent of the full insurance value thereof, including all improvements, alterations, additions and changes made by either PARTY hereto. The CITY shall contribute towards the insurance premium based upon its percentage of use of the CENTER facility. EACH PARTY shall maintain a full and complete inventory of their respective personal property which are to be covered by said insurance excluding vehicles. EACH PARTY shall be responsible for their own liability insurance which shall include their respective vehicles.

7. COST SHARING FORMULA

No substantial change, alteration or addition affecting the cost-sharing formula, or component elements thereof, as set forth in Section 8, shall be placed upon or to the CENTER buildings or grounds, without the consent of the PARTIES to this Agreement.

8. USE

8.1. In consideration of the commitments herein set forth to provide for the operation and maintenance of the CENTER, the PARTIES shall each be entitled to the portion of the CENTER indicated as follows: The COUNTY shall occupy the area of the CENTER which is outlined in BROWN on the attached sketch and the CITY shall occupy the area of the CENTER outlined in BLUE, COMMON AREAS as outlined in YELLOW, COURT HOLDING SPACE as outlined in GREY and Mechanical Area as outlined in GREEN. The roof shall be deemed to be common area for use by both PARTIES.

Law Enforcement Center
Per Nov 15, 2019 Drawings from Al Fitterer

Area	Sq Ft	Percentage	Morton	City
Common (yellow)	15,089	35%	17%	17%
Jail (Courth Holding Space, (	2,340	5%	5%	
Mechanical (Green)	3,584	8%	4%	4%
Police (Blue)	10,094	23%	0%	23%
Sheriff (Brown)	12,128	28%	28%	
Total	43,235	100%	55%	45%

8.2. The PARTIES shall have the power and authority to promulgate rules and regulations as they deem necessary to govern the use of the CENTER by those other than law enforcement and Court officials of the COUNTY and CITY.

9. FINANCIAL SUPPORT AND ACCOUNTING

9.1. In consideration of the commitments hereinabove set forth and having due regard for the prospective utilization of the CENTER by the PARTIES hereto, it is agreed that each of the PARTIES shall contribute toward the cost of operating and maintaining the CENTER based on the approximate square footage of the CENTER used by the PARTIES as determined in Section 8. All other costs of the operation, maintenance, repair and replacement of the CENTER which are not affected by the Court holding space usage shall be shared in accordance with Section 8 by the PARTIES. In addition to the current operating costs, starting with the 2023 budget the PARTIES shall in total contribute to a capital improvement_fund fifty thousand ($50,000.00) annually, the purpose of which is to escrow monies to cover depreciation, repair and replacement of the CENTER and its fixtures, appurtenances and contents. The County Auditor shall submit annually a prepared statement setting forth the basis of that year's contribution. The PARTIES shall contribute to the capital improvement fund in the proportions as determined by the square footages in Section 8.

9.2. The PARTIES hereto agree that the County Auditor of MORTON COUNTY shall be custodian and administrator of the funds to be provided by the PARTIES to operate and maintain the CENTER, and shall disburse funds for the operation and maintenance of the facility in accordance with the budget authorization for the then current year.

9.3. On or before, the 1st day of October, the County Auditor will will submit to the Law Enforcement Center Advisory Board a Statement of Fund Activity for the previous twelve months.. Should the a request be in excess of anticipated funds on hand , the Chairman of the County Commissioners shall call a joint meeting of members of the BOARD and the governing bodies of the PARTIES hereto, for the purpose of reviewing such request, as well as to determine what amount, if any, in addition thereto shall be set aside so as to maintain a reasonable reserve fund for depreciation, replacement, and betterment of the CENTER and its facilities, in accordance with percentages set forth above and such PARTY agrees to assume its pro-rated share of the budget as approved.

9.4. In the event there should be a shortfall in a current budget period due to any unforeseen circumstance, the BOARD shall request the Chairman of the County Commissioners to call a joint meeting of the members of the BOARD and the governing bodies of the PARTIES hereto, for the purpose of providing the necessary funds to meet such shortfall in accordance with percentage as set forth above.

10. FACILITIES – RESPONSIBILITES.

10.1. The Court holding space shall be under the supervision of, and shall be the responsibility of the Morton County Commission and the operation and maintenance and the expense thereof shall be paid by the COUNTY.

10.2. The Court holding space personnel and all expenses with respect thereto shall be under the exclusive supervision, control and the responsibility of the COUNTY.

10.3. Each PARTY and any agency thereof shall be responsible for its own records provided however, that two or more agencies may join in the maintenance of a combined records system.

10.4. Each PARTY shall be responsible for its own supplies and equipment (except janitorial and maintenance items) used by or within its own area of premises unless the PARTIES otherwise agree to jointly purchase any such supplies or equipment.

10.5. Keys/Fob language

10.5.1. <u>All areas of the CENTER that are marked in blue shall be under direct operational control and supervision of the Chief of Police or their designee.</u>

10.5.2. <u>All areas of the CENTER that are marked in brown, shall be under direct operational control and supervision of the Morton County Sheriff or their designee.</u>

10.5.3. <u>All police department space and offices that have keys assigned will be the property of the City's police department as long as this agreement is current. No individual shall have keys or any master keys without permission of the Chief of Police or their designee, except for the County Auditor.</u>

10.5.4. <u>All Morton County Sheriff's department space and offices that have keys assigned will be the property of the Morton County Sheriff's department as long as this agreement is current. No individual shall have keys or any master keys without permission of the Morton County Sheriff, or their designees, except for the County Auditor.</u>

10.5.5. <u>The Chief of Police or designee, shall be given copies of any of the CENTER's common area keys, for the police</u>

department employees, to allow full use of common areas.

10.5.6. All police department's key fobbed areas and assigned key fobs are restricted. Any access to police department areas shall be determined and approved by the Chief of Police or their designee.

10.5.7. If any needed or necessary functional maintenance is required in any police department space, the Chief of Police and or other authorized personnel can make said request. It is the Chief of Police's responsibility to assure that the work environment is of the highest quality for all employees and any visitors.

10.5.8. The Morton County Sheriff and the Chief of Police, or their designee shall exchange a list of who has keys to what on a quarterly basis.

10.5.9. If a key needs to be reproduced, each party shall notify the other (Morton County Sheriff or Chief of Police) within ten days of the reproduction.

10.5.10. The Morton County Sheriff, or designee, shall not access keyed areas in blue without permission from the Chief of Police or their designee unless it is an emergency.

10.5.11. The Chief of Police, or designee, shall not access keyed areas in brown without permission from the Morton County Sheriff or their designee unless it is an emergency.

11. AMENDMENTS

This Agreement may be modified or supplemented at any time by the PARTIES hereto.

12. DURATION OF AGREEMENT AND TERMINATION

12.1. This Agreement shall be terminable at any time by mutual consent of the PARTIES, provided the PARTY seeking termination serves notice of its intent to terminate the Agreement upon the other party one year in advance of the termination date. When the Agreement is being terminated by mutual consent of the PARTIES, this Agreement shall terminate on the date agreed upon by the PARTIES. When the Agreement is being terminated by unilateral act of one of the PARTIES, the Agreement shall endure and remain in effect for as many as five years from the serving of the notice of termination at which time this Agreement shall terminate and cease to be effective. The CITY'S right to use and occupy the CENTER shall terminate upon termination of this Agreement, unless otherwise agreed by the PARTIES.

12.2. This agreement shall be reviewed annually at the October meeting.

13. DISPOSITION OF PROPERTY

Upon termination of the Agreement, the PARTIES shall retain as their respective property those items so identified by the inventory mandated herein. If the Agreement is terminated at any time before the budget of the current year has expired, the COUNTY shall reimburse the CITY on a pro rata basis for any annual assessments that have been prepaid by the CITY including but not limited to insurance premiums and a capital improvement fund.

IN WITNESS WHEREOF, The PARTIES hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _______ day of _____________, 2022.

THE COUNTY OF MORTON

By: ______________________________
Nathan Boehm, Chairman, Morton County Board of County Commissioners

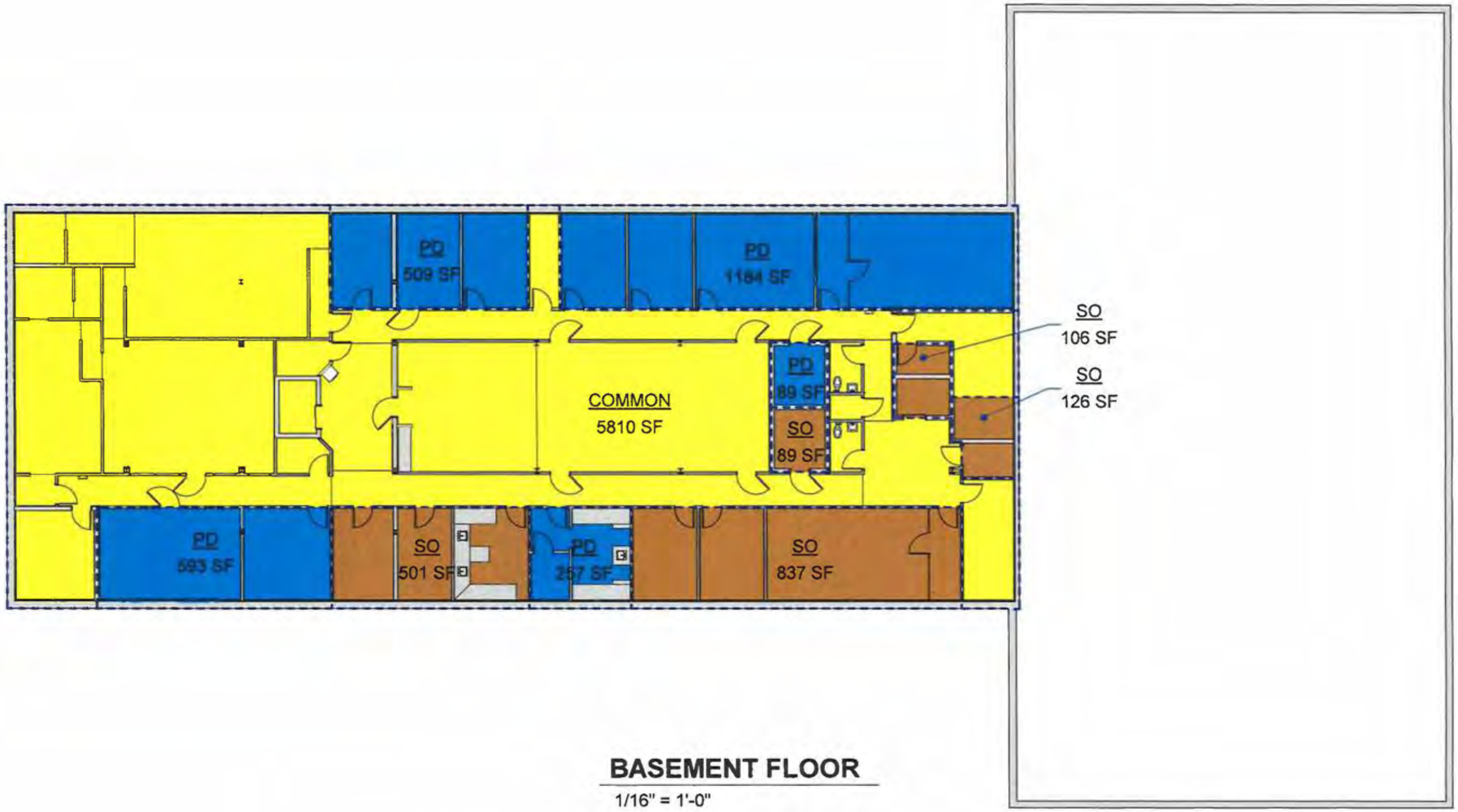
ATTEST: __________________________
Dawn Rhone, Morton County Auditor

THE CITY OF MANDAN

By: ______________________________
Tim Helbing President, Board of City Commissioners

ATTEST: __________________________
James Neubauer, City Administrator

T:\Committees & Boards\Morton Mandan Law Enforcement Center Advisory Board\2022\2022-07-28\2022-07-28 LEC Advisory Board Operating Agreement - Draft V6.doc



BASEMENT FLOOR

1/16" = 1'-0"

Morton County LEC

11/15/2019

Department Schedule - Basement

COMMON	5810 SF
PD	2632 SF
SO	1659 SF
	10102 SF

Al Fitterer Architect PC

CIAVARELLA DESIGN

GROUND FLOOR

1/16" = 1'-0"

Morton County LEC

11/15/2019

Department Schedule - Ground Floor

COMMON	8365 SF
PD	4869 SF
SO	5587 SF
	18822 SF

Al Fitterer Architect PC

CIAVARELLA DESIGN

SECOND FLOOR

1/16" = 1'-0"

Morton County LEC

11/15/2019

Department Schedule - Second Floor

COMMON	913 SF
JAIL	2340 SF
MECHANICAL	3584 SF
PD	2592 SF
SO	4882 SF
	14311 SF

Department Schedule - Overall

COMMON	15089 SF
JAIL	2340 SF
MECHANICAL	3584 SF
PD	10094 SF
SO	12128 SF
	43235 SF

Al Fitterer Architect PC

CIAVARELLA DESIGN

Law Enforcement Center Operating Agreement

Morton County
&
City of Mandan

AGREEMENT

THIS AGREEMENT, Made and executed as of the _____ day of ________, 202~~0~~3~~10~~, by and between the following governmental units, namely: MORTON COUNTY, North Dakota, hereinafter referred to as the County and the CITY OF MANDAN, North Dakota, hereinafter referred to as the CITY, and jointly as said governmental units are hereinafter referred to as the PARTIES, agree as follows:

WITNESSETH

WHEREAS, The COUNTY has constructed a Combined Law Enforcement Center, hereinafter referred to as CENTER; and

WHEREAS, Pursuant to the authority of Chapter 54-40 of the North Dakota Century Code, as amended, the PARTIES hereto, having in common a portion of their territory or boundary, deem it to be in the best interest of each of the PARTIES to enter into this Agreement through the action of their governing bodies to jointly and cooperatively exercise their separate powers, any power common to the PARTIES or any similar powers, for the purpose of constructing, operating, and maintaining said CENTER for their joint use; and

WHEREAS, The ownership and title to the property shall be in the COUNTY OF MORTON.

NOW, THEREFORE, It is hereby agreed by and between the PARTIES as follows:

1. PARTIES

The PARTIES in making this Agreement enter into the same with the hope and belief that the use of the facility to be provided by the CENTER shall be of great advantage and benefit for the people of the county and CITY and they pledge to each other that on all occasions, when and if questions arise concerning the true intent and meaning of this Agreement, that they will endeavor to treat with each other so as to give evidence of the highest good faith and the greatest consideration each for the other, in order that unseemly and unfortunate differences may never develop between them and they realize that in return for the use of the valuable facilities provided therein, and for the funds received and taxed levied therefore, the public will get as its return, the maximum beneficial use of the facilities covered by this Agreement.

2. PURPOSES

The purpose of the CENTER and the operating of the CENTER is, in general, to afford a place that will provide proper facilities for the law enforcement personnel of the PARTIES, and a Court holding space~~jail for the accommodation of prisoners~~. The purpose of this Agreement is to set forth the provisions by which the PARTIES will jointly occupy the CENTER and contribute towards the costs of operating expenses including utilities, maintenance, repair and replacement of the CENTER, provided, however, in no event shall the CENTER be deemed to include the Court holding spaces~~jail and its facilities~~.

3. USE AND OPERATION~~THREE~~

Upon the completion and acceptance of the governing body of the COUNTY, except as herein otherwise provided, the use, operation and maintenance of the CENTER shall be under the care, jurisdiction, control and authority of the PARTIES, with respect to the portions of the CENTER each occupies. To assist the PARTIES in the use and operation of the common areas and in the operation and maintenance of the CENTER facility, a Law Enforcement Center Advisory Board shall be appointed by the PARTIES.

4. BOARD

The Law Enforcement Center Advisory Board, hereinafter called the BOARD shall consist of eight (8) members whose appointment, officers, duties, expenses, and meetings shall be as set forth below:

4.1. APPOINTMENT, TERM AND VACANCIES ON THE BOARD.

4.1.1. The COUNTY and the CITY each shall appoint two (2) of its members from the membership of its governing body and together with the County Auditor, County Sheriff, City Administrator, and City Police Chief shall constitute the BOARD. Any member of the BOARD shall be deemed to have resigned for the BOARD when their term of with the COUNTY or CITY shall terminate either through death, disability, expiration of term of office or resignation and in that event the respective governing body shall appoint a successor to fill the unexpired term of such member.

~~4.1.2. Each such appointment to the BOARD made by the governing bodies shall be for a term of three (3) years or such time an successor is appointed.~~

~~4.1.3. Members of a governing body who have served three (3) full consecutive terms shall not be eligible for reappointment to the BOARD.~~

~~4.1.4.~~4.1.2. Vacancies on the BOARD shall be filled by appointment by the original appointing authority and such appointee shall serve the unexpired term of the vacating member.

4.2. BOARD OFFICERS. At the first meeting of the BOARD, to be held within fifteen (15) days after the BOARD'S original membership has been completed by appointment, the BOARD shall elect from its members a President, a Vice President, and a Secretary, all of whom shall serve until July of the following year. In April~~July~~ of each year the BOARD shall again have an election of such officers who shall serve for a term of one (1) year or until their successors are elected and qualified.

4.3. DUTIES OF BOARD OFFICERS.

4.3.1. The President, and in his absence, the Vice President, shall preside at all meetings and exercise the functions usually devolved upon the presiding officer of similar bodies or boards.

~~4.3.1.~~

4.3.2. The County Auditor or designee~~Secretary~~ shall keep a record of all business transactions at the meetings of the BOARD and of such other matters as the BOARD may direct.

4.4. DUTIES AND POWERS OF THE BOARD. The BOARD shall be an advisory board whose duties and responsibilities are as assigned to it by the governing bodies of the PARTIES. The BOARD shall perform such powers and duties assigned to it and shall make recommendations to the governing bodies of the PARTIES on those items necessitating formal action.

4.4.1. PERSONNEL. The BOARD shall have no jurisdiction whatsoever over law enforcement or court personnel, or of other agencies officing within the CENTER, or of their functions. The COUNTY shall hire custodial personnel for the CENTER and the CITY shall reimburse the COUNTY for one half of the cost of the average salary and benefits of said personnel. ~~in accordance with the appropriate percentage in Section 8.~~ County will provide an itemized billing statement to the City on an annual~~monthly~~ basis.~~.~~

4.4.2. RESPONSIBILITY. The BOARD shall be responsible to the governing bodies of the COUNTY and CITY.

4.4.3. The BOARD shall inform and advise the governing bodies of the COUNTY and CITY regarding matters of the CENTER'S major maintenance and repair, including roofing, heating, air conditioning, electrical and mechanical equipment and the parking lot and any beautification plantings.

4.4.4. The BOARD shall have the authority to authorize expenditures without approval of the BOARDS of the COUNTY and CITY for small maintenance and repairs to the building as long as the expenditures do not exceed (~~five~~ ten thousand) $~~5~~10,000.00 and the monies are readily available and budgeted in the capital improvement fund, or have been budgeted within the COUNTY or CITY'S annual budget.

4.5. EXPENSES. Members on such BOARD shall be reimbursed for any official travel in the same manner and at the same rate as COUNTY and CITY officials by their respective governing bodies.

4.6. MEETINGS AND QUOROM.

4.6.1. The BOARD shall meet on regular intervals, the time and place to be established by the BOARD. When practical, meetings shall be held within the CENTER in space provided for that purpose.

4.6.2. Five (5) BOARD members shall constitute a quorum to transact business. Robert's Rules of Order shall be the guide for conduct of meetings.

~~4.6.2.~~4.6.3. At a minimum, the BOARD shall meet in April and October ~~July~~ of each calendar year.

~~4.6.3.~~4.6.4. Special meetings of the BOARD:

~~4.6.3.1.~~4.6.4.1. May be called by the President of the BOARD; or

~~4.6.3.2.~~4.6.4.2. Upon written request of four (4) BOARD members filed with any BOARD officer who shall issue the call for such special meeting to be held forthwith upon the filing of such request.

5. OPERATION AND MAINTENANCE

The PARTIES shall pay according to the percentage of their use as set forth in ~~Article~~Section 8~~Nine~~ for the electricity for lights and power and gas necessary for heating and other uses of the CENTER premises and for the water, sewer, garbage and other municipal charges and assessments in connection with the operation of the CENTER.

6. INSURANCE

The COUNTY shall keep the CENTER and its contents insured against loss or damage to the extent of the full insurance value thereof, including all improvements, alterations, additions and changes made by either PARTY hereto. The CITY shall contribute towards the insurance premium based upon its percentage of use of the CENTER facility. EACH PARTY shall maintain a full and complete inventory of their respective personal property which are to be covered by said insurance excluding vehicles. EACH PARTY shall be responsible for their own liability insurance which shall include their respective vehicles.

7. COST SHARING FORMULA

No substantial change, alteration or addition affecting the cost-sharing formula, or component elements thereof, as set forth in ~~Article~~Section ~~Nine~~ 8~~below~~, shall be placed upon or to the CENTER buildings or grounds, without the consent of the PARTIES to this Agreement.

8. USE

8.1. In consideration of the commitments herein set forth to provide for the operation and maintenance of the CENTER, the PARTIES shall each be entitled to the portion of the CENTER indicated as follows: The COUNTY shall occupy the area of the CENTER which is outlined in BROWN~~RED~~ on the attached sketch and the CITY shall occupy the area of the CENTER outlined in ~~GREEN~~BLUE, COMMON AREAS as outlined in YELLOW, COURT HOLDING SPACE as outlined in GREY and Mechanical Area as outlined in GREEN. The ~~remaining areas of the CENTER, including the~~ roof shall be deemed to be common areas for use by both PARTIES.

Law Enforcement Center
Per Nov 15, 2019 Drawings from Al Fitterer

Area	Sq Ft	Percentage	Morton	City
Common (yellow)	15,089	35%	17%	17%
Jail (Courth Holding Space, (	2,340	5%	5%	
Mechanical (Green)	3,584	8%	4%	4%
Police (Blue)	10,094	23%	0%	23%
Sheriff (Brown)	12,128	28%	28%	
~~8.1.~~ Total	43,235	100%	55%	45%

8.2. The PARTIES shall have the power and authority to promulgate rules and regulations as they deem necessary to govern the use of the CENTER by those other than law enforcement and ~~court~~Court officials of the COUNTY and CITY.

~~8.2.~~

9. FINANCIAL SUPPORT AND ACCOUNTING

9.1. In consideration of the commitments hereinabove set forth and having due regard for the prospective utilization of the CENTER by the PARTIES hereto, it is agreed that each of the PARTIES shall contribute toward the cost of operating and maintaining the CENTER based on the approximate square footage of the CENTER used by the PARTIES as determined in ~~Article~~Section ~~Eight~~8. ~~above~~., ~~as adjusted to reflect the intensive use of the Court holding space jail facilities, which contribution is agreed to be in respect to this Agreement pursuant to Section 8.: COUNTY 30%, CITY 30%, and COUNTY JAIL 40%.~~ All other costs of the operation, maintenance, repair and replacement of the CENTER which are not affected by the Court holding space~~Jail~~ usage shall be shared in accordance with Section 8~~evenly~~ by the PARTIES. In addition to the current operating costs, starting with the 20~~10~~20~~3~~ budget the PARTIES shall in total contribute to a capital improvement fund fifty thousand ($50,000.00) annually, the purpose of which is to escrow monies to cover depreciation, repair and replacement of the CENTER and its fixtures, appurtenances and contents. The County Auditor shall submit annually a prepared statement setting forth the basis of that year's contribution. The PARTIES shall contribute to the capital improvement fund in the ~~following~~ proportions~~:~~ as determined by the square footages in Section 8.

~~9.1. COUNTY 30% fifteen thousand ($15,000.00), CITY 30% fifteen thousand ($15,000.00), and COUNTY JAIL 40% twenty thousand ($20,000.00).~~

9.2. The PARTIES hereto agree that the County Auditor of MORTON COUNTY shall be custodian and administrator of the funds to be provided by the PARTIES to operate and maintain the CENTER, and shall disburse funds for the operation and maintenance of the facility in accordance with the budget authorization for the then current year.

~~9.2.~~

9.3. On or before, the 1st day of October~~July~~, the County Auditor will ~~BOARD~~ will submit to the Law Enforcement Center Advisory Board~~PARTIES~~ a Statement of Fund Activity for the previous twelve months.~~proposed budget request covering the anticipated financial needs for the ensuing calendar year; and the estimated shares of such budget that each of the PARTIES must provide~~. Should the a ~~budget~~ request be in excess of anticipated funds on hand ~~Upon receipt of such budget request~~, the Chairman of the County Commissioners shall call a joint meeting of members of the BOARD and the governing bodies of the PARTIES hereto, for the purpose of reviewing such request, as well as to determine what amount, if any, in addition thereto shall be set aside so as to maintain a reasonable reserve fund for depreciation, replacement, and betterment of the CENTER and its facilities, in accordance with percentages set forth above and such PARTY agrees to assume its pro-rated share of the budget as approved.

~~9.3.~~9.4. ~~-~~In the event there should be a shortfall in a current budget period due to any unforeseen circumstance, the BOARD shall request the Chairman of the County Commissioners to call a joint meeting of the members of the BOARD and the governing bodies of the PARTIES hereto, for the purpose of providing the necessary funds to meet such shortfall in accordance with percentage as set forth above.

~~9.4. On or before the 15th day of each quarter, the BOARD shall furnish to each PARTY a financial statement setting forth its income and disbursements for the preceding quarter, and an accumulative statement covering the same items.~~

10. FACILITIES – RESPONSIBILITES.

10.1. The Court holding space~~jail facilities~~ shall be under the supervision of, and shall be the responsibility of the Morton County Commission and the operation and maintenance and the expense thereof shall be paid by the COUNTY.

~~10.1.~~

10.2. The Court holding space ~~jail~~ personnel and all expenses with respect thereto shall be under the exclusive supervision, control and the responsibility of the COUNTY.

~~10.2.~~

10.3. Each PARTY and any agency thereof shall be responsible for its own records provided however, that two or more agencies may join in the maintenance of a combined records system.

~~10.3.~~

10.4. Each PARTY shall be responsible for its own supplies and equipment (except janitorial and maintenance items) used by or within its own area of premises unless the PARTIES otherwise agree to jointly purchase any such supplies or equipment.

10.5. Keys/Fob language

10.5.1. All areas of the CENTER that are marked in blue shall be under direct operational control and supervision of the Chief of Police or their designee.

10.5.2. All areas of the CENTER that are marked in brown, shall be under direct operational control and supervision of the Morton County Sheriff or their designee.

10.5.3. All police department space and offices that have keys assigned will be the property of the City's police department as long as this agreement is current. No individual shall have keys or any master keys without permission of the Chief of Police or their designee, except for the County Auditor.

10.5.4. All Morton County Sheriff's department space and offices that have keys assigned will be the property of the Morton County Sheriff's department as long as this agreement is current. No individual shall have keys or any master keys without permission of the Morton County Sheriff, or their designees, except for the County Auditor.

10.5.5. The Chief of Police or designee, shall be given copies of any of the CENTER's common area keys, for the police department employees, to allow full use of common areas.

10.5.6. All police department's key fobbed areas and assigned key fobs are restricted. Any access to police department areas shall be determined and approved by the Chief of Police or their designee.

10.5.7. If any needed or necessary functional maintenance is required in any police department space, the Chief of Police and or other authorized personnel can make said request. It is the Chief of Police's responsibility to assure that the work environment is of the highest quality for all employees and any visitors.

10.5.8. The Morton County Sheriff and the Chief of Police, or their designee shall exchange a list of who has keys to what on a quarterly basis.

10.5.9. If a key needs to be reproduced, each party shall notify the other (Morton County Sheriff or Chief of Police) within ten days of the reproduction.

10.5.10. The Morton County Sheriff, or designee, shall not access keyed areas in blue without permission from the Chief of Police or their designee unless it is an emergency.

~~10.4.~~10.5.11. The Chief of Police, or designee, shall not access keyed areas in brown without permission from the Morton County Sheriff or their designee unless it is an emergency.

11. AMENDMENTS

This Agreement may be modified or supplemented at any time by the PARTIES hereto.

12. DURATION OF AGREEMENT AND TERMINATION

12.1. This Agreement shall be terminable at any time by mutual consent of the PARTIES, provided the PARTY seeking termination serves notice of its intent to terminate the Agreement upon the other party one year in advance of the termination date. When the Agreement is being terminated by mutual consent of the PARTIES, this Agreement shall terminate on the date agreed upon by the PARTIES. When the Agreement is being terminated by unilateral act of one of the PARTIES, the Agreement shall endure and remain in effect for as many as five years from the serving of the notice of termination at which time this Agreement shall terminate and cease to be effective. The CITY'S right to use and occupy the CENTER shall terminate upon termination of this Agreement, unless otherwise agreed by the PARTIES.

12.2. This agreement shall be reviewed annually at the October~~July~~ meeting.

13. DISPOSITION OF PROPERTY

Upon termination of the Agreement, the PARTIES shall retain as their respective property those items so identified by the inventory mandated herein. If the Agreement is terminated at any time before the budget of the current year has expired, the COUNTY shall reimburse the CITY on a pro rata basis for any annual assessments that have been prepaid by the CITY including but not limited to insurance premiums and a capital improvement fund.

IN WITNESS WHEREOF, The PARTIES hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _______ day of _____________, 20~~10~~202.

THE COUNTY OF MORTON

By: ______________________________
Nathan Boehm~~Cody Schulz~~~~Mark Bitz~~, Chairman, Morton County Board of County Commissioners

ATTEST: ______________________________
Dawn Rhone~~Paul Trauger~~, Morton County Auditor

THE CITY OF MANDAN

By: ______________________________
Tim Helbing President, Board of City Commissioners

ATTEST: ______________________________
James Neubauer, City Administrator

T:\Committees & Boards\Morton Mandan Law Enforcement Center Advisory Board\2020\2022-07-28\2022-07-28 LEC Advisory Board Operating Agreement - Draft V6.doc

Resolutions & Ordinances No. 1

CITY OF MANDAN
WHERE THE WEST BEGINS

Board of City Commissioners

Agenda Documentation

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 27, 2023
SUBMITTING DEPARTMENT:	Planning
DEPARTMENT DIRECTOR:	Andrew Stromme, City Planner
PRESENTER:	Andrew Stromme, City Planner
SUBJECT:	Second Consideration of Ordinance 1440, a Zone Change from MC – Industrial to CB - Commercial with restrictions for Auditor's Lot F Less Auditor's Lot 1

STATEMENT/PURPOSE: Brian D Sharp Et al requests consideration of a land use and transportation plan amendment and zone change from MC – Industrial to CB – Commercial for Auditor's Lot F in NW ¼ less Auditors Lot 1 of F in the NW ¼. The subject property is in north central Mandan, west of ND Highway 1806, south of 27th Street N on the southeast corner of 27th Street N and 1806.

BACKGROUND/ALTERNATIVES: Detailed background on this request can be found under Public Hearing No. 1 on the December 19th, 2023 City Commission agenda.

ATTACHMENTS:

1. Zone Change Ordinance 1440
2. Location Map

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: The City Attorney has reviewed this as part of the agenda packet.

RECOMMENDATIONS: Planning Staff and the Planning and Zoning Commission recommend approval of the second consideration of Ordinance 1440.

SUGGESTED MOTION: I move to approve the second consideration of Ordinance 1440.

EXHIBIT 1

ORDINANCE NO. 1440

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

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as Commercial; and

WHEREAS, Adjacent properties to the north are zoned R7 – Residential, to the west zoned RM – Residential, to the south CB – Commercial and to the east Morton County - Industrial. CB – Industrial. CB – Commercial zoning with restrictions would be appropriate; and

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

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

AUDITORS LOT F IN THE NW ¼ LESS AUDITORS LOT 1 OF F IN THE NW ¼ IN SECTION 22, TOWNSHIP 139N, RANGE 81W, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 9.17 ACRES, MORE OR LESS.

- shall be removed from the MC – Industrial District and shall be included in the CB – Commercial District with the following restrictions.
  - Uses permitted. The following uses are permitted:
    - Multifamily dwelling in conjunction with commercial use.
    - Hotel.
    - Motel.
    - Retail group A.
    - Service group A.
    - Filling station.
    - Office-bank group.
    - Service group B –
      - Carwash allowed.
    - Commercial recreation group.
    - Church.
    - Health-medical group.

- Education group.
- Public recreation group.
- Fire station.
- Utility service group.
- Microbrew pubs.
- Brewer taprooms.
- Domestic distilleries.
- Wineries.

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

____
Tim Helbling, President
Board of City Commissioners

Attest:

____
Jim Neubauer
City Administrator

Planning and Zoning Commission:	November 27, 2023
First Consideration:	December 19, 2023
Second Consideration and Final Passage:	January 2, 2024

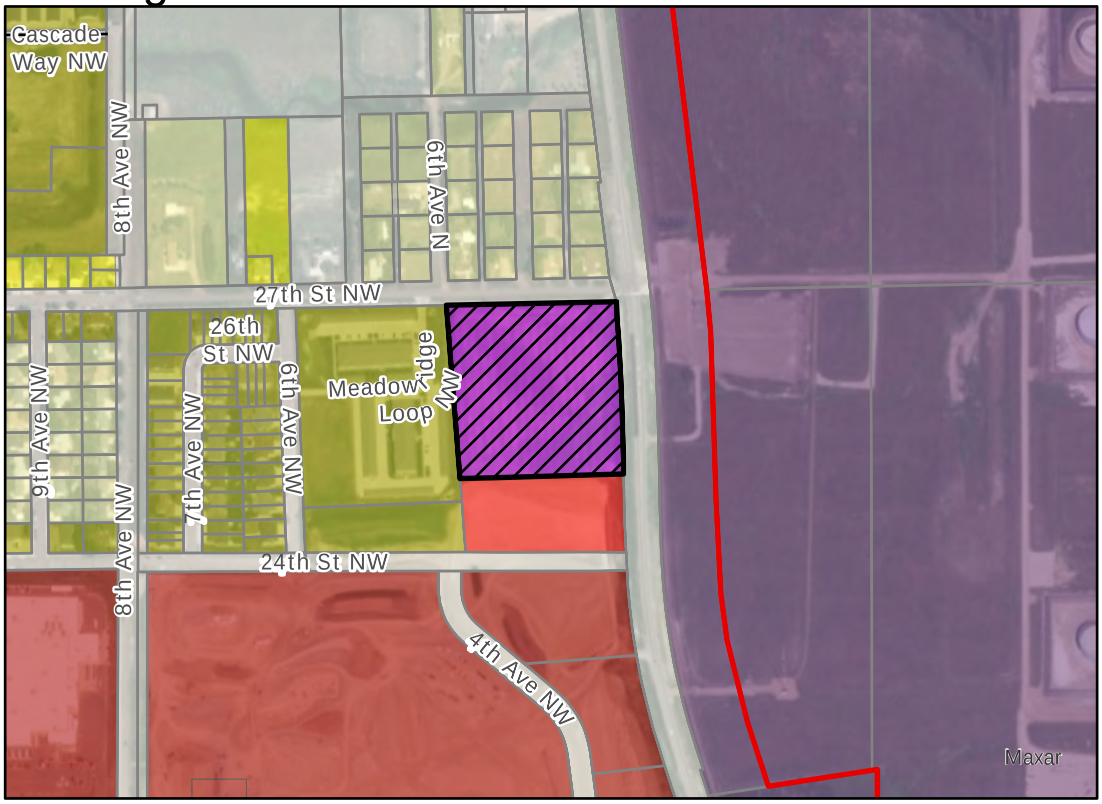
Zoning and Future Land Use Reference Map

Sharp Land Use Amendment

Zoning Map Key

- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/ Light Industrial
- MB - Heavy Commercial/ Heavy Industrial
- MC - Heavy Commercial/ Light Industrial Restricted
- MD - Heavy Commercial/ Heavy Industrial Restricted
- MHS - Trailer Park
- PUD - Planned Unit Development
- R3.2 - Residential Single & Two Family
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- City Limits
- November Planning Activities

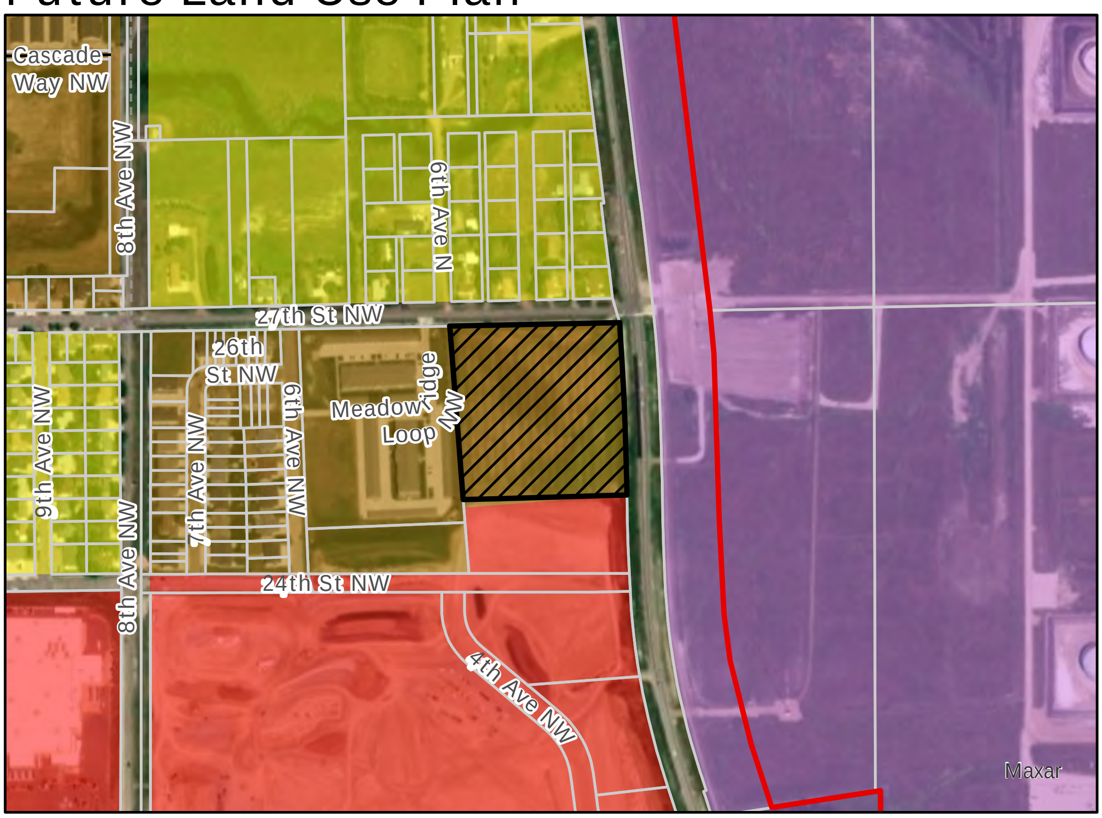
Zoning



Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Denstiy Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- City Limits
- ETA Line
- November Planning Activities

Future Land Use Plan



0 0.13 0.25 0.5 Miles

City of Mandan
Planning Department
10/31/23

Resolutions & Ordinances No. 2

Board of City Commissioners

Agenda Documentation

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 27, 2023
SUBMITTING DEPARTMENT:	Planning
DEPARTMENT DIRECTOR:	Andrew Stromme, City Planner
PRESENTER:	Andrew Stromme, City Planner
SUBJECT:	Consider Moratorium Ordinance regarding self-storage and multi-use shops

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STATEMENT/PURPOSE: Consider Moratorium Ordinance regarding self-storage and multi-use shops.

BACKGROUND/ALTERNATIVES: In 2023, the Planning Department began a study to review the City's zoning and land development ordinances. Preliminary reports have identified areas within the ordinance that require updates to align with community-adopted plans, Mandan's peer communities, and best-practices in planning and design.

City Planning Staff recommends enacting moratoriums on certain specific land uses until more appropriate regulations are established. For a period not exceeding one year, staff proposes halting the processing of applications for new self-storage facilities and multi-use shop developments or "shop condos". The proposed moratorium would end one year from its approval date (Thursday, 1/16/25), or upon the approval of new regulations, if sooner than one year, which Staff expects to be possible.

The action stems from the initial recommendations outlined in the City's code-audit report, which identifies shortcomings in the current ordinances governing self-storage facilities and multi-use shops. Furthermore, an in-depth examination is sought for multi-use shops, particularly in existing or planned commercial corridors and prominent, potentially high-impact locations in Mandan. Additional review and recommendations are essential to ascertain the preferences of community stakeholders and leaders concerning the size, orientation, form, appearance, and suitable settings for these uses within Mandan.

The existing standards for siting multi-use shops and self-storage developments in Mandan are minimal. The majority of commercial and industrial sites in the area have zoning that allows for largely unrestricted development, encompassing self-storage and multi-use shops, among other uses. The project aims to delineate guidelines for zoning, site design, setting, buffering, landscaping, and the ultimate use of these developments. This effort is intended to provide clearer frameworks for future development, minimizing drawbacks and maximizing positive impacts associated with these sites.

Ongoing research may lead to additional moratoriums based on long-term land use impacts.

ATTACHMENTS: DRAFT Moratorium Language – Version “A” and “B”

Zoning Audit Report available upon request which details plan/study recommendations and consultant-identified areas for improvement which have been cross-referenced as part of the research and preparation for this potential moratorium.

FISCAL IMPACT: n/a

STAFF IMPACT: Moderate. The study itself is a significant lift for staff, and Staff expects that this moratorium may add to this.

LEGAL REVIEW: The City Attorney has reviewed this as part of the agenda packet.

RECOMMENDATION: Staff recommends approval of the attached Draft A for the proposed moratorium ordinance. Additionally, Draft B, solely related to self-storage facilities, is included for consideration.

SUGGESTED MOTION: I move to approve the first consideration of Ordinance 1442, Draft ________.

ORDINANCE NO. 1442 – Version "A"

AN ORDINANCE ADOPTING AND ESTABLISHING A TEMPORARY MORATORIUM PROHIBITING THE CITY OF MANDAN FROM RECEIVING AND PROCESSING APPLICATIONS FOR MULTI-USE SHOPS AND SELF-STORAGE FACILITIES WITHIN THE CITY LIMITS OF MANDAN AND ITS EXTRA-TERRITORIAL ZONING JURISDICTION.

WHEREAS, the City of Mandan has undertaken a comprehensive examination and evaluation of its zoning and land development ordinances, encompassing regulations concerning self-storage facilities and multi-use shop developments, with the intention of utilizing the findings to recommend and propose amendments to the Planning and Zoning and City Commissions for consideration;

WHEREAS, an initial audit report for this ongoing study has revealed that the existing regulations pertaining to self-storage and multi-use shop development do not align with adopted plans and best planning best practices. This study will involve a thorough assessment of facility locations and requirements. The City of Mandan foresees the enactment of new code provisions, rendering this moratorium unnecessary, upon adoption of the new code, or within one year from the date of this resolution's adoption.

BE IT HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA, PURSUANT TO THE HOME RULE CHARTER OF THE CITY OF MANDAN, NORTH DAKOTA, THAT:

No applications for self-storage facilities or multi-use shop developments within the City of Mandan and its extra-territorial zoning jurisdiction will be processed.

This ordinance shall be in full force and effect after its passage and approval as provided by law.

Tim Helbling President, Board of City Commissioners	Jim Neubauer City Administrator

INTRODUCTION:	December 19th, 2023
FIRST CONSIDERATION:	January 2nd, 2024
SECOND CONSIDERATION:	January 16, 2024

ORDINANCE NO. 1442 – Version “B”

AN ORDINANCE ADOPTING AND ESTABLISHING A TEMPORARY MORATORIUM PROHIBITING THE CITY OF MANDAN FROM RECEIVING AND PROCESSING APPLICATIONS FOR SELF-STORAGE FACILITIES WITHIN THE CITY LIMITS OF MANDAN AND ITS EXTRA-TERRITORIAL ZONING JURISDICTION.

WHEREAS, the City of Mandan has undertaken a comprehensive examination and evaluation of its zoning and land development ordinances, encompassing regulations concerning self-storage facilities, with the intention of utilizing the findings to recommend and propose amendments to the Planning and Zoning and City Commissions for consideration;

WHEREAS, an initial audit report for this ongoing study has revealed that the existing regulations pertaining to self-storage development do not align with adopted plans and best planning best practices. This study will involve a thorough assessment of facility locations and requirements. The City of Mandan foresees the enactment of new code provisions, rendering this moratorium unnecessary, upon adoption of the new code, or within one year from the date of this resolution's adoption.

BE IT HEREBY ORDAINED BY THE CITY COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA, PURSUANT TO THE HOME RULE CHARTER OF THE CITY OF MANDAN, NORTH DAKOTA, THAT:

No applications for self-storage facilities within the City of Mandan and its extra-territorial zoning jurisdiction will be processed.

This ordinance shall be in full force and effect after its passage and approval as provided by law.

______________________________ ______________________________

Tim Helbling
President, Board of City Commissioners

Jim Neubauer
City Administrator

INTRODUCTION:	December 19th, 2023
FIRST CONSIDERATION:	January 2nd, 2024
SECOND CONSIDERATION:	January 16, 2024

ORDINANCE NO. 1441

An Ordinance to Enact New Section 2-1-2 of the
Mandan Code of Ordinances Relating to Governing Body and Elections

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

Sec. 2-1-2. – Governing body.

(a) *Governing body*. The governing body of this city is the board of city commissioners which is composed of the president of the board and four city commissioners.

(b) *Elections of the governing body*. North Dakota Century Code provides for the election of the members of the board of city commissioners. The procedures set forth in N.D.C.C. shall be followed, with the exception that the petition required for nomination under N.D.C.C. section 40-21-07 must be signed by not less than 125 qualified electors of the city. All other provisions of N.D.C.C. section 40-21-07 remain in effect.

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

Attest:

____
James Neubauer, City Administrator

First Consideration: December 19, 2023
Second Consideration and Final Passage: January 2, 2024

Resolution & Ordinance No. 4

Board of City Commissioners

Agenda Documentation

CITY OF
MANDAN
WHERE THE WEST BEGINS

MEETING DATE:	January 2, 2024
PREPARATION DATE:	December 20, 2023
SUBMITTING DEPARTMENT:	Utility Maintenance & Finance
DEPARTMENT DIRECTOR:	Mitch Bitz & Greg Welch
PRESENTER:	Mitch Bitz, Director of Public Works Greg Welch, Finance Director
SUBJECT:	Resolution establishing rates and charges for water meters

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PURPOSE
To consider the Resolution establishing rates and charges for water meters from the Utility Maintenance department

BACKGROUND
Annually, staff evaluates the cost to purchase the meters and coordinates with the finance department to establish the price charged to citizens when they purchase a meter for new construction. It should be noted that these prices are subject to change depending on the supply chain and must be verified at the time of purchase.

ATTACHMENT
Resolution establishing rates and charges for water meters from the Utility Maintenance department

FISCAL IMPACT
Minimal fiscal impact is expected

STAFF IMPACT
None

LEGAL REVIEW
The rates and charges were prepared in accordance with the Mandan Code of Ordinances.

RECOMMENDATION
To approve the Resolution establishing rates and charges for water meters for new construction from the Utility Maintenance department.

SUGGESTED MOTION

Move to approve the Resolution establishing rates and charges for water meters for new construction from the Utility Maintenance department.

RESOLUTION ESTABLISHING WATER METER PRICES FROM THE UTILITY MAINTENANCE DEPARTMENT

BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, North Dakota, pursuant to Section 117 of the Mandan Code of Ordinances, that the water meter prices, including sales tax and labor, from the Utility Maintenance department shall be as follows:

PRICE SCHEDULE

Water Meter	**Price**
5/8”	~~$447~~ $508 (verify current price)
3/4”	~~$482~~ $524 (verify current price)
3/4” Ally Meter(1” line)	~~$831~~ $924 (verify current price)
1”	$~~724~~ $814 (verify current price)
1 1/2"	~~$2,157~~ $2,185(verify current price)
2”	~~$2,493~~ $2,568(verify current price)
3”	~~$3,131~~ $3,357(verify current price)
4”	~~$5,448~~ $5,729(verify current price)
6”	~~$8,269~~ $9,703(verify current price)

- All prices are subject to change and must be verified at time of purchase

BE IT FURTHER RESOLVED that the water meter prices, including sales tax and labor, from the Utility Maintenance department shall be effective as of January 3, 2024.

Dated this 2nd day of January 2024.

President, Board of City Commissioners

Attest:

City Administrator