

CHAPTER I.

GOVERNMENT ORGANIZATION

Article 1.

Jurisdiction

1.0101 Over Persons and Property

The jurisdiction of the City of Hazen, North Dakota, extends to all persons, places and property within its boundaries, and such extra-territorial jurisdiction as is granted to it under the provisions of the North Dakota Century Code and amendments thereto.

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Chapter I, Article 1  
Government Organization  
Jurisdiction

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HAZEN, NORTH DAKOTA, that Chapter I, Article 1, section 1.0102 be amended and re-enacted as follows:

Section 1.0102 is replaced with the following:

1.0102 Defining City Limits

There shall be included within the municipal limits of the City of Hazen, North Dakota, the following territory or land; all lots and blocks shall also include all street, alleys and public ways included within the area and adjacent thereto which are defined as within the confines of the city limits:

A section of land in Mercer County, North Dakota lying in Section 7, 8, 17 and 18, Township 144 North, Range 86 West of the 5<sup>th</sup> Principal Meridian more particularly described as follows, to-wit:

Beginning at a point of intersection with the north right-of-way line of 7th Street and the south right-of-way line of the Burlington Northern Railroad tract as said railroad is platted and constructed across Section 17, thence in a southwesterly direction along said south railroad right-of-way line to the intersection of the center line of third street extended east which is also the south line (sixteenth line) of the north half of the northwest quarter (N1/2 NW1/4) of said Section 17 and the southeast right-of-way of the Burlington Northern Railroad; thence east along the sixteenth line of Section 17 to the center line of the Knife River; thence southeasterly along the center line of the Knife River a distance of 1072.03 feet; thence southwesterly to a point on the west line of section 17 located 258.36 feet north of the southwest corner of the northwest quarter (NW1/4) of Section 17; thence north along the west line of Section 17 to a point that is 250 feet from the center line of the BNSF as measured perpendicular to the direction of the tracks and the extended south right-of-way line of Glacier Park Addition as platted in Section 18; thence southwest along the southeastern boundary of Glacier Park Addition to the west line of the southeast quarter of Section 18; thence in a northerly direction along said west line of the southeast quarter of Section 18 to the intersection of the south right-of-way line of the Burlington Northern Railroad as said railroad is platted and constructed across the southwest quarter of said Section 18; thence in a southwesterly direction along said south right-of-way line to the extended west property line of Block 48 of the 6th Addition to Hazen, North Dakota; thence in a northerly direction to the southwest corner of said Block 48; thence in a northwesterly direction to a point which is on the south right-of-way line of Main Street; thence in a westerly direction along the south right-of-way line of Main Street to the extended west line of Keeley's Acre Lot addition to the City of Hazen; thence in

southerly direction along the extended west line of said Keeley's Acre Lot addition to a point on the south right-of-way line of Old N.D. Highway 200; thence in a westerly direction along the said south right-of-way line of Old N.D. Highway 200 to the west line of said Section 18 said point being in common with the east line of Section 13.

Thence continuing westerly along the south right-of-way line of said Old N.D. Highway 200 to the west right-of-way line of the abandoned Burlington Northern Railroad Spur Line tract as platted and constructed within Section 13; thence southeasterly along said west right-of-way line of Burlington Northern Railroad Spur Line tract to the east line of said Section 13; thence southerly along the east line of said Section 13 to the southeast corner of the northeast quarter of said Section 13; thence in a westerly direction along the south line of the northeast quarter of Section 13 to the southwest corner of said northeast quarter of Section 13 said point also being the southwest corner of Block 1, Christmann's 2nd Addition to the City of Hazen; thence in a northerly direction along the west line of said northeast quarter of Section 13 to the south right-of-way of N.D. Highway 200; thence in a northeasterly direction along the south right-of-way line of said N.D Highway 200 to the northerly most corner of Lot 24, Block 4 within the West Hazen Addition to the City of Hazen; thence in an easterly direction along the north property line of said West Hazen Addition to the northeasterly corner of Lot 1, Block 5, of West Hazen Addition; thence easterly along the northern boundary of Blocks 4, 5 and 6 of the West Hazen Addition to the west boundary of Keeley's Acre Lot Addition to the City of Hazen; thence in a northerly direction along the west line of said Keeley's Acre Lot Addition to a point which is 48.2 feet north of the southwest corner of Lot 25 of said Keeley's Acre Lot Addition; thence in a northeasterly direction along the northwesterly line of said Keeley's Acre Lot Addition to the intersections of the north line of the northwest quarter of said Section 18; thence in a westerly direction along said north line of said Section 18 to the northwest corner of said Section 18 said point also being the southwest corner of Section 7.

Thence northerly along the west line of said Section 7 to the northwest corner of the North Park Addition to the City of Hazen; thence easterly along and extending the north line of said North Park Addition to a point of intersection with the west right-of-way of line of County Highway 27; thence southerly along the west right-of-way line of said County Highway 27 to a point of intersection with the extended north line of North Star First Addition to the City of Hazen; thence easterly along said north line of North Star Addition to the northeast corner of said North Star First Addition; thence in a southerly direction along the east line of said North Star First Addition to the southeastern boundary of the strip easement of the Western Area Power Association; then east and parallel with the south boundary line of the north half of the southeast quarter (N1/2 SE1/4) of Section 7 to the east line of Section 7; thence south along the east line of Section Seven to the southeast corner of said north half of the southeast quarter (N1/2 SE1/4) of said Section 7 (sixteenth corner); thence west to the intersection of the extended east boundary of North Star First Addition extended south; thence south along said east boundary to the southerly boundary of N.D. Highway 200; thence southeasterly along the said south right-of-way line of N.D.

Highway 200 to the northeast corner of the replat of Block 3 to Huber's First Addition to the City of Hazen; thence in a northerly direction along the extended east line of said replat of Block 3 to the north right-of-way line of N.D. Highway 200 said point also being the southwest corner of Huber's 2nd Addition to the City of Hazen; thence northeasterly along the north lines of Lots 1 and 2, replat of Block 1, Huber's 2nd Addition to the northeast corner of said Lot 2; thence northerly along the east line of Lot 5 said replat Block 1 to the northwest corner of said Lot 5; thence in a easterly direction along the extended north line of Lots 5 and 6 of the said replat Block 1 to the east property line of Ash Road; thence southeasterly along said east property line of Ash Road to the northwest corner of Block 2 said Huber's 2nd Addition; thence easterly along said north line of Block 2 to the southwest corner of Lot 1 Block 1 said Huber's 2<sup>nd</sup> Addition, thence northerly along the west line of said Block 3 to the northwest corner of Block 3; thence in a northeasterly direction along the north line of said Block 3 to the northeast corner of Lot 6 said Block 3; thence easterly along north line of said Block 3 to the southwest corner of Lot 8 said Block 3; thence in a northeasterly direction along the west line of Lots 8, 9, 10, 11, and 12 of said Block 3 to a northern most corner of said lot 12, Block 3; thence in a southeasterly direction along the north line of said Lot 12, Block 3 to a point 35.77 feet northwest of the northern most corner of Lot 13, Block 7 said Huber's 2nd Addition; thence in a southeasterly direction along the northeast property line of said Lot 13 to a point 62.43 feet northwest of the southeast corner of said Lot 13; thence in a southeasterly direction along the east property line of said Huber's 2nd Addition to the north right-of-way line of Burlington Northern Railroad as platted and constructed through Section 8.

Thence southwesterly along the north right-of-way line of said Burlington Northern Railroad to the north right-of-way line of N.D. Highway 200; thence westerly along the north right-of-way line of said N.D. Highway 200 to a point of intersection with the extended east line of Lot 1, Block, 1, Huber's First Addition; thence southwesterly to and along the said east line said Lot 1 Block 1, Huber's First Addition to the northeast corner of Lot 17 said Block 1, Huber's First Addition; thence in an easterly direction along the extended north line said Lot 17 to a point 60 feet east of said northeast corner Lot 17; thence in a southerly direction to the north right-of-way of Old N.D. Highway 25; thence southwesterly along said north right-of-way line of Old N.D. Highway 25 to the southeast corner of said Lot 17; thence in a southerly direction along the extended east line of said Lot 1 to the north right-of-way line of 7th Street; thence in a easterly direction along the said north right-of-way line of 7th Street to the south right-of-way line of said Burlington Northern Railroad as constructed and platted in Section 8, said point also being the point of beginning.

First Reading: February 18, 2014 Roll Call: 4 aye  
0 nay  
1 absent

Second Reading: March 3, 2014 Roll Call: 5 aye

nay  
 absent

Effective Date: 3/3/2014

Published: (not required)



\_\_\_\_\_  
Mark Nygard, Hazen City Commission  
President

ATTEST:

  
\_\_\_\_\_  
Monte J. Erhardt, Hazen City Auditor

1.0103 Division of City into Precincts:

There shall be three precincts within the City of Hazen, to be known and designated as set forth below, and each of said precincts shall consist of all that part of the City of Hazen which lies within the boundaries hereafter set forth for each of said precincts and the polling place for each precinct shall be located within the City Hall:

**PRECINCT #1:** All that area of the City of Hazen lying east of First Avenue East, except Block 104 and lots 1, 2, and 3 Block 105 all North Star First Addition.

**PRECINCT #2:** All that area of the City of Hazen lying South of North Dakota Highway 200 and West of First Avenue East.

**PRECINCT #3:** All that area of the City of Hazen lying North of North Dakota Highway 200 and West of and including Block 104 and Lots 1, 2, and 3 Block 105 North Star First Addition.

The governing body of the City, at the time of calling any special municipal election, may by Resolution, designate different voting precincts for said election as it may deem necessary for the conduct of that election, and shall in giving notice of said election, designate such voting precincts.

First Reading: September 27, 1993

Second Reading: October 11, 1993

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Lonny Adler, President  
Hazen City Commission

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Attest: Karen Stiller,  
Auditor

Article 2.

Governing Body --  
Board of City Commissioners

1.0201 Regular Meeting

The Board of City Commissioners shall meet regularly at the City Hall every other Monday in accordance with Section 40-09-11 of the North Dakota Century Code, at the hour of 7:30 o'clock P.M., unless some other time or place shall be specifically fixed by the Board.

1.0202 Special Meetings

Special meetings may be called at any time by the President or any two members of the governing body to consider matters mentioned in the call of such meeting. Written notice of any special meeting shall be given to each member of the governing body at least three (3) hours before the time of meeting.

1.0203 Salaries Amendment

First Reading: July 15, 1985  
Second Reading: July 29, 1985

The salary of the President of the governing body of the City of Hazen, shall be the sum of \$135.00 per month. The salary of the other members of the governing body of the City of Hazen shall be the sum of \$90.00 per month.

1.0204 Rules and Order of Business

The rules and order of business for the Parliamentary government of the governing body shall be governed by Roberts Rules of Order.

**Ordinance No. 03-08**

**Chapter 1, Article 2  
Governing Body  
Board of City Commissioners**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HAZEN, NORTH DAKOTA, that Chapter 1, Article 2, section 1.0201 be amended and re-enacted as follows:**

**1.0201 Regular Meeting**

**The Board of City Commissioners shall meet regularly at the City Hall every first and third Monday of each month, at the hour of 6:30 o'clock P.M., unless some other time or place shall be specifically fixed by the Board.**

**Amended 9-2-2003**



**Ordinance**

AN ORDINANCE OF THE CITY OF HAZEN, NORTH DAKOTA, ADDING A NEW PROVISION TO CHAPTER I, Article 2, ENTITLED "Governing Body - - Board of City Commissioners" OF THE MUNICIPAL ORDINANCES.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HAZEN, NORTH DAKOTA:

Chapter I, Article 2, SECTION 1.0204 of the Hazen City Ordinances is hereby adopted as follows:

Procurement of goods or services for the City:

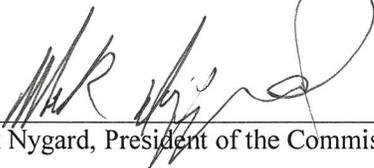
Purchases of goods or services totaling less than or equal to \$1,000 may be made without obtaining competitive quotes or advance approval of the Commission. However, all such purchases shall be approved, in writing, by the appropriate City department head or supervisor and by the Commission before payment is made.

FIRST READING: January 7, 2013

SECOND READING: January 21, 2013

ADOPTED: January 21, 2013

EFFECTIVE DATE: January 21, 2013

  
\_\_\_\_\_  
Mark Nygard, President of the Commission

ATTEST:

  
\_\_\_\_\_  
Monte Erhardt, City Auditor

Article 3.

Elective Officers Other Than  
Governing Body

1.0301 Municipal Judge

There shall be elected each four years a municipal judge who shall hold office until his successor is elected and qualified. The municipal judge shall perform all the duties prescribed by law and the ordinances of the city. He shall receive an annual salary set from time to time by resolution of the City Commission as full compensation for all services rendered. That salary shall not be reduced during his term in office.

Amended 12-19-94

1.0302 Report to Board of City Commissioners or Council

It shall be the duty of the municipal judge to make a full report under oath, of all proceedings in actions or matters before him in which the city of Hazen is a party, or interested therein, to the governing body of the city of Hazen, at the close of each month. Until such report has been filed with the city auditor, no salary shall be paid the judge for such work.

1.0303 Same: Contents

Such report shall contain the names of the parties to such action or proceedings a statement of all orders made, whether the defendants be committed, fined, or released from custody, the judgment, the extent thereof, the costs, the amount of costs and fine paid, if any, and the disposition thereof, together with an itemized account of any fees of all officers and witnesses and the names of each, the name of each person making the complaint, and the nature and date thereof.

1.0304 Same: With Treasurer's Receipt

1.0305 Court Hours

The municipal judge shall be in attendance at municipal court for the transaction of business that may come before him and shall devote the time necessary to handle and dispose of the business coming before him.

Article 4

Appointive Offices

1.0401 Appointive Offices

At the first meeting after the qualifications of its members, or as soon thereafter as possible, the governing body shall appoint persons to the following offices;

1. An Auditor
2. An Attorney
3. One or more assessors
4. A City Health Officer
5. A Chief of the Fire Department
6. A Chief of Police
7. City Engineer
8. Such other Officers or Boards as the Board of City

Commissioners may deem necessary

Amended 12-19-94

1.0402 Term of Appointive Officers, Oath, Bond

The term of all appointive officers shall begin on July 1st after the regular election of the City Commissioners, and shall continue for a term of one year and until their successors have been appointed and qualified. Before entering upon the duties of their office, appointed officers shall take the oath and give bonds as required in Section .

First Reading: March 11 1994

Second Reading: July 18, 1994

Effective Date: July 18, 1994

Amended 12-19-94

1.0403 Removal

Appointive officers may be removed and any vacancy may be filled in the manner provided by law. "Acting officers" may be removed at any time by the governing body.

1.0404 Bonds of Municipal Officers and Employees

The following officers and employees of the City of Hazen shall be bonded in the sums as hereinafter set forth:

1. Auditor
2. Municipal Judge
3. Assessor
4. Such other Officers as the governing body may direct

Each bond shall be in an amount fixed by the City Commission by resolution. The Bond of the Auditor shall be set by resolution of the City Commission at a regular meeting in June of each year in an amount at least equal to 25% of the average amount of money that has been subject to the Auditor's control during the preceding fiscal year. All bond requirements shall follow the mandates of Section 40-13-02, North Dakota Century Code as presently drafted or hereafter amended.

Amended 12-19-94

#### 1.0405 Salaries

The salary of city officials and appointive officers, except as otherwise provided by law, shall be in such sums and amounts as may be by resolution of the governing body, fixed from time to time. These salaries shall not be diminished to take effect during the term for which the officer was elected or appointed.

Amended 12-19-94

#### 1.0406 Administrative Policy and Procedures

Each officer shall:

1. Perform all duties required of his office by law or ordinance and such other duties not in conflict as may be required by the governing body.
2. Be immediately responsible to the governing body for the effective administration of their departments and all activities assigned thereto.
3. Keep informed as to the latest practices in their particular field and shall inaugurate with approval of the governing body such new practices as appear to be of benefit to the City and to the public.
4. Submit such reports of activities of the department as the governing board may request.
5. Be responsible for the proper maintenance of all City property and equipment used in his department.
6. Establish and maintain records in sufficient detail to furnish all information needed for proper control of department activities and to form a basis for reports to the governing board.
7. Cooperate with other officers, departments and employees.
8. Have power to direct and supervise all subordinates.

Amended 12-19-94

1.0407 Obstructing a Public Official Prohibited

Every person who willfully delays or obstructs a public officer in the discharge or attempt to discharge any duty of his office shall upon conviction thereof, be punished as herein provided.

Article 5

Purchasing of Property

1.0501 Competitive Bidding Required

All purchases of, and contracts for supplies and contractual services, shall, except as otherwise provided herein, be based whenever possible on competitive bids.

Amended 12-19-94

1.0502 Procedure

All supplies and contractual services except as otherwise provided herein, when the estimated cost thereof shall exceed \$2,500.00 shall be purchased from the lowest responsible bidder after due notice inviting proposals. The lowest responsible bidder shall be the bidder who in addition to price has the best ability, capacity and skill to perform the contract or provide the service required, promptly or within the specified time without delay or interference. There shall also be considered character, integrity, reputation, judgment, experience and efficiency of the bidder, the quality of performance of previous contracts, sufficiency or financial resources, and previous and existing compliance with state laws and city ordinances.

1.0503 Open Market Purchases

Purchases and contractual services of an estimated value of less than \$2,500.00 in value or all supplies and services of a non-competitive, type or kind, or purchases and sales between governmental bodies, or when in the opinion of the Board of City Commissioners or Council an apparent emergency requires immediate purchase of supplies or contractual services, may be made or obtained in the open market without competitive bidding.

Amended 12-19-94

1.0504 Prohibition of Interest

Whenever supplies or services are purchased in the open market or property disposed of in the open market without competitive bidding, the governing body may require the supplier or purchaser to execute and file with the city auditor an affidavit reading as follows:

AFFIDAVIT BY CONTRACTOR

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

\_\_\_\_\_, being first duly sworn on oath, says he is \_\_\_\_\_ of \_\_\_\_\_ who has or herewith submits a proposal to the city of \_\_\_\_\_, North Dakota to contract, and:

1. That such proposal was not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. That no city officer, public officer or employee is interested, directly or indirectly, in such proposal or contract resulting from its acceptance by the city, except for the lawful compensation and necessary expenses in the performance of official duties.
3. That no city officer public officer or employee has received or will be offered, given or paid any consideration, commission, or gratuity by the contractor, its agents, servants or employees.
4. That the contractor has not, directly or indirectly colluded, conspired, connived or agreed with anyone to obtain the proposed contract work without open bidding therefor nor by inducing anyone to refrain from bidding or making a proposal therefor.
5. That affiant has not received from any city officer, public officer or employee any special information or data relative to the proposed contract which is not or has not been available to any other person, nor has he received any special aid or assistance from any city officer, public officer or employee in preparing his proposal to the city.

\_\_\_\_\_  
Contractor  
BY: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public,  
\_\_\_\_\_ County, State

My Commission Expires:  
Amended 12-19-94

## Article 6

### Procedure for the Conveyance, Sale, Lease or Disposal of Personal and Real Property

#### 1.0601 Conveyance, Sale, Lease or Disposal of Personal Property

Whenever any personal property is no longer required for a public purpose it may be offered for sale by the governing body, which may exercise its discretion as to whether or not the City shall advertise for bids on said property, or whether it should be sold at public auction. Property estimated by the governing body to have a value of less than \$2,500.00 may be sold at private sale, upon resolution of the governing body. This provision shall not apply, however, to property to be traded in as part of the purchase price of a new purchase. For purpose of convenience and expediting of the performance and satisfactory completion of city construction contracts, appropriate city departments may re-sell to contractors for installation on city contract projects only, on hand items including but not limited to water hydrants and meters. When specific statutory provisions contained in the North Dakota Century Code provide for a procedure which is in conflict with this section governing the conveyance, sale, lease, or disposal of personal property; this section shall not apply insofar as it is in conflict with such law. Said statutory procedures are as follows:

- a. Sale of abandoned or unclaimed personal property shall be as provided in Section 40-05-02 (20), N.D.C.C.
- b. Sale of unclaimed motor vehicles shall be as provided in Section 40-05-15, N.D.C.C.

Amended 12-19-94

#### 1.0602 Conveyance, Sale, Lease or Disposal of Real Property.

Real property belonging to the municipality shall be conveyed, sold, leased, or disposed of only as approved by a two-thirds vote of all members of the governing body. Instruments affecting such conveyance, sale, lease, or disposal shall be valid only when duly executed by the President of the Board of City Commissioners and attested by the City Auditor. When the property to be disposed of is estimated by the governing body of the municipality to be of a value of less than \$2,500.00, such property may be sold at private sale upon the proper resolution of the governing body; and such resolution shall be made by a majority vote of the members present. Should resolution by the governing body authorize the public sale of real property, a notice containing a description of the property to be sold and designating the place where and the day and hour when the sale will be held shall be published in the official city newspaper once each week for two consecutive weeks with the last

publication being at least ten days in advance of the date set for the sale. The notice shall specify whether the bids are to be received at auction or as sealed bids as determined by the governing body of the municipality. The property advertised shall be sold to the highest bidder if his bid is deemed sufficient by majority of the members of the governing body. Bids for the purchase or lease of real property belonging to the municipality, whether or not advertisement therefor has been made, shall be directed to the governing body and submitted to the City Auditor, who shall present any and all such bids to the governing body at its next regularly scheduled meeting. Upon adoption of a resolution describing the real property of the city to be sold, providing a maximum rate of fee, compensation or commission, and providing that the City reserves the right to reject any and all offers determined to be insufficient, the governing body of the City may engage licensed real estate brokers to attempt to sell the described property by way of non-exclusive listing agreements. When specific statutory provisions contained in the North Dakota Century Code provide for a procedure which is in conflict with this section governing the conveyance, sale, lease, or disposal of real property; this section shall not apply insofar as it is in conflict with such state law. Said statutory procedures are as follows:

- a. Lease of airports or landing fields, or portions thereof shall be under authority granted in section 2-02-06, N.D.C.C. Said lease shall further be in compliance with regulations and directives of appropriate federal agencies.
- b. Conveyance of right of way for any state highway shall be as provided in section 24-10-46, N.D.C.C.
- c. Leasing of oil and gas lands shall be as provided in Sections 38-09-02 through 38-09-04 and Sections 38-09-14 through 38-09-20, N.D.C.C.
- d. Conveyance of property to a municipal parking authority shall be as provided in Section 40-61-05, N.D.C.C.
- e. Lease of public buildings or portions thereof shall be as provided in Chapter 48-08, N.D.C.C., except that the City Commission may lease any public building or part of any public building for a term in excess of two years, at its discretion, in situations where such longer lease term is necessitated by a specific lease arrangement, or where otherwise in the best interest of the City.
- f. Granting of concessions for cafes, restaurants, and confectioneries on public buildings and grounds shall be as provided in Chapter 48-09, N.D.C.C.

G. Granting of right of way for a railway, telephone line, electric light system, or a gas or oil pipeline system shall be as provided in Section 49-09-16, N.D.C.C.

First Reading: July 8, 1991

Second Reading: July 29, 1991

## ENACTING ORDINANCE

### Additions

THE FOLLOWING IS PROPOSED ADOPTION OF THE ADDITION OF A NEW SECTION 1.0603 TO ARTICLE 6 OF THE ORDINANCES OF THE CITY OF HAZEN,

Be it ordained by the City of Hazen that Section 1.0603 to Article 6 be created and adopted as follows:

#### **1.0603 Conveyance, Sale of Tax Deed Property**

Real estate deeded to the City of Hazen from Mercer County via tax deed will be disposed of in the following manner:

- a) After the City has clear title to the property, the city will advertise the lots for sale on bids. Notification of the sale will be published as per 1.0602. The city reserves the right to establish a minimum selling price and may sell the property to the highest bidder, exceeding the established minimum.
- b) In the event no bids are received for the property at the bid opening, the city may sell property at a private sale, on a first come first serve basis after receiving an Option to Purchase, pursuant to this section.

#### **1.0603 (1) Number of Option to Purchase & Number of Lots Purchased Limited:**

- a) The Option to Purchase shall be submitted on forms supplied by the City of Hazen. The Hazen City Commission will review each Option and determine whether to accept or reject the Option submitted.
- b) No person, firm, business or corporation may submit more than one Option to Purchase at any given time. All conditions attached to an accepted Option must be met before any other Options will be considered for an Optionee.
- c) The maximum number of lots purchased with any given Option to Purchase is two (2) lots.

#### **1.0603 (2) Lot Sales Price Determined, Uncertified Special Assessments & Other Fees**

- a) The minimum sales price for each lot will be adjusted to current market value as determined by the City. In addition, delinquent special assessments against each lot and any annual special assessment installments the city has paid on each lot must be included in the sale price.
- b) The purchaser shall assume the uncertified balance of any applicable special assessments. The uncertified balance may be paid up front at the time of the lot purchase or it may be added to the annual tax statement.

c) The purchaser shall pay all applicable legal fees associated with deed preparation and recording of the deed.

**1.0603 (3) Lot Purchase for new Home or Business:** In lieu of the sales price indicated in 2 (a) the city will sell a lot for new home or new business construction as follows:

a) The Optionee shall pay down 10% of the lot price, as determined in 2(a), upon submitting the Option to Purchase.

b) The remaining balance of the lot price is due within 45 days from date of approval of the Option or prior to the start of construction, whichever occurs first.

c) If the Optionee does not make the required payment in full within the 45 days, any money paid will be forfeited and the lot will be placed back on the market.

d) If the construction of the home or business starts within 90 days from approval of the Option, a refund of lot purchase price less \$1.00 will be given to the Optionee. After the 90 day period the refund will only be given if the construction is complete within 15 months from the date of the Option approval by the city commission.

Start of construction means excavation is complete and foundation work is underway.  
Completion of construction means the structure is ready for occupancy.

Extensions of the 90 day construction start may be approved by the city commission on an Option to Purchase submitted between Oct 31st and Mar 1<sup>st</sup> due to weather conditions.

**1.0603 (4) Purchase of a Single Adjacent Lot**

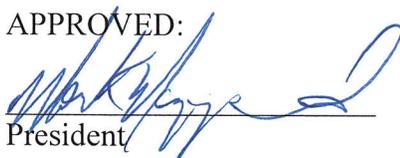
An Optionee may purchase an additional lot as follows:

a) The Optionee shall pay down 10% of the lot price, as determined in 2(a), upon submitting the Option to Purchase.

b) The remaining balance of the lot price is due within 45 days from date of approval of the Option or prior to the start of construction, whichever occurs first.

c) If the Optionee does not make the required payment in full within the 45 days any money paid is forfeited and the lot will be placed back on the market.

APPROVED:

  
President

ATTEST:

  
CITY AUDITOR

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

BY   
\_\_\_\_\_

PASSED BY THE CITY COMMISSION: First Reading May 16, 2011  
Second Reading June 6, 2011

PUBLISHED: Not Required

**OPTION TO PURCHASE RESIDENTIAL REAL ESTATE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the **CITY OF HAZEN**, a Municipal Corporation, P.O. Box 717, Hazen, North Dakota 58545, party of the first part, hereinafter, referred to as "CITY", and \_\_\_\_\_, whose address is \_\_\_\_\_, party of the second part, whether one or more, hereafter referred to as "OPTIONEE".

(STREET) (CITY) (STATE) (ZIP)

WHEREAS, the City Commission of the City of Hazen has determined that it is in the best interest of the said City of Hazen to encourage and promote the construction of single-family residences on certain lots owned by the City of Hazen, which were acquired by reason of non-payment of delinquent real estate taxes and special assessments; and,

WHEREAS, the City Commission of the City of Hazen has determined that to facilitate such construction it will transfer title to one residential lot for the sales price of One Dollar (\$1.00), to any person or persons who agree to commence and complete construction of a single-family residences on such property, as hereinafter stated.

NOW THEREFORE, For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, paid to the City, by the Optionee, the City hereby grants unto Optionee, the option to purchase the following described real property on the terms and conditions set out herein, to-wit:

**PROPERTY DESCRIPTION:**

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Addition: \_\_\_\_\_

For and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

**1. TERM:** The term of this option shall be for a period of 45 days, expiring at 12:00 midnight on the 45th day after the date of the option.

**2. THE SELLING PRICE:**

**(a)** The Selling price of the lot described herein shall be \_\_\_\_\_ (\$ \_\_\_\_\_), plus administrative costs and legal fees in the amount of One Hundred Twenty Five and no/100 (\$125.00), for a total of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_); plus assume the Balance of the Special Assessment for 2004-1, 2005-1, 2009-1 in the amount of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_);

**3. Lot Purchase for new Home:** In lieu of the sales price indicated in 2 (a) the city will sell a lot for new home construction as follows:

(a) The Optionee shall pay down 10% of the lot price, as determined in 2(a), upon submitting the Option to Purchase.

(b) The remaining balance of the lot price is due within 45 days from date of approval of the Option or prior to the start of construction, whichever occurs first.

(c) If the Optionee does not make the required payment in full within the 45 days, any money paid will be forfeited and the lot will be placed back on the market.

(d) If the construction of the home starts within 90 days from approval of the Option, a refund of lot purchase price less \$1.00 and \$125 for administrative costs and legal fees will be given to the Optionee. After the 90 day period the refund will only be given if the construction is complete within 15 months from the date of the Option approval by the city commission.

Start of construction means excavation is complete and foundation work is underway. Completion of construction means the structure is ready for occupancy.

Extensions of the 90 day construction start may be approved by the city commission on an Option to Purchase submitted between Oct 31st and Mar 1<sup>st</sup> due to weather conditions.

**4. Purchase of a Single Adjacent Lot:**

An Optionee may purchase an additional lot as follows:

(a) The Optionee shall pay down 10% of the lot price, as determined in 4 (d) upon submitting the Option to Purchase.

(b) The remaining balance of the lot price is due within 45 days from date of approval of the Option or prior to the start of construction, whichever occurs first.

(c) If the Optionee does not make the required payment in full within the 45 days any money paid is forfeited and the lot will be placed back on the market.

(d) In addition to the lot stated on page one we wish to purchase:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_  
for the amount of \$ \_\_\_\_\_ and assume the 2004-1,  
2005-1, 2009-1 Special Assessment in the amount of  
\$ \_\_\_\_\_.

**5. APPROVAL OF CITY COMMISSION:**

This option must be approved by the City Commission of the City of Hazen at a regular or special meeting thereof, before it shall be effective, and no representation to the contrary shall make it effective prior to such actual approval.

**6. COMPLIANCE WITH ZONING ORDINANCES AND PROTECTIVE COVENANTS:**

Any structures or improvements built upon the premises covered by this option shall be in full compliance with all applicable zoning ordinances of the City of Hazen, and any protective covenants existing with regard to such property.

**7. RESPONSIBILITY FOR PROPERTY:**

Once Optionee has exercised the option, Optionee shall be solely responsible for the care and maintenance of the property, which shall include, but not limited to properly enclosing any excavation on the site within 30 days, and the regular cutting of grass or weeds on the premises.

**8. TEMPORARY STRUCTURES:**

Optionee agrees not to locate any temporary structures for housing purposes on the premises at any time prior or subsequent to exercising the option, whether or not the same violates any protective covenants or zoning ordinances.

**9. TYPE AND QUALITY OF CONSTRUCTION:**

All structures or improvements built upon the premises covered by this option shall consist only of a single-family residence, which shall be comparable in size and quality of construction to those structures presently located in such Addition.

**10. DELIVERY OF TITLE:**

Upon exercise of the option, the City shall deliver to the Optionee a Warranty Deed to the property, conveying good and marketable title in the property, subject to such easements, reservations or protective covenants as may presently be of record

against said property.

The City shall pay real estate taxes to the date title is transferred.

The City shall not be required to furnish an abstract of title to the property and should Optionee desire an abstract, it shall be Optionee's responsibility to purchase one, as the City's only obligation herein is for proper deed conveyance to said property.

**IN WITNESS WHEREOF**, this option was signed by the parties and Hazen, North Dakota, as of the date first above written.

Lot \_\_\_\_\_ Sales Price \$ \_\_\_\_\_ 10% \_\_\_\_\_

Lot \_\_\_\_\_ Sales Price \$ \_\_\_\_\_ 10% \_\_\_\_\_

Total \$ \_\_\_\_\_ 10% \_\_\_\_\_

\$ \_\_\_\_\_ received on \_\_\_/\_\_\_/201\_\_

**Balance Due in 45 Days or prior to start of Construction**  
(whichever occurs first) \$ \_\_\_\_\_

**CITY OF HAZEN (OPTIONOR) :**

By: \_\_\_\_\_  
Mark Nygard, President

By: \_\_\_\_\_  
Sandra K Bohrer, City Auditor

**OPTIONEE :**

**NAME :** \_\_\_\_\_  
(PRINT)

**ADDRESS :** \_\_\_\_\_  
(STREET) (CITY) (STATE) (ZIP)

**SIGNATURE :** \_\_\_\_\_