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**CHAPTER ONE**  
**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.

**1.0102 Defining City Limits:** 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:

**City of Hazen, Mercer County, North Dakota**  
**Corporate Limits**  
**December 7, 2020 (Adopted)**

This Description being the perimeter boundary of the Corporate Limits (City Limits) of the City of Hazen, Mercer County, North Dakota. The city is located in parts of Sections 7, 8, 17, 18, T144N, R86W and Sections 12, 13, T144N, R87W of the 5th P.M., Mercer County, North Dakota.

This legal description was prepared by Kenneth J. Link, NDPLS 1242, Hazen, North Dakota 58545.

All bound calls supersede any metes within this description.

Described as follows:

Beginning at the North 1/4 Corner of Section 17, T144N, R86W; thence S 89°23'06" E a distance of 838.77' on the north line of said Section 17, to the intersection of the south Right of Way of the Burlington Northern SantaFe Railroad (BNSFR), (old North Pacific Railroad);

thence S 67°32'36" W a distance of 914.46' on the south Right of Way of the BNSFR;

thence S 67°30'26" W a distance of 752.41' on the South Right of Way of the BNSFR;

thence on the south Right of Way of the BNSFR, a curve turning to the left with an arc length of 623.75', with a radius of 21037.99', a chord bearing of S 66°15'26" W, with a chord length of 623.73';

thence S 00°51'00" W a distance of 414.67' on the east boundary of property owned by the City of Hazen;

thence N 89°10'03" W a distance of 28.13' on the south boundary of property owned by the City of Hazen, also being the 1/16 line of said Section 17, T144N R86W, to the Center Line of the Knife River;

thence S 15°29'31" E a distance of 100.70' on the Center Line of the Knife River;

thence S 28°02'40" E a distance of 118.35' on the Center Line of the Knife River;

thence S 34°58'34" E a distance of 372.08' on the Center Line of the Knife River;

thence S 19°18'39" E a distance of 210.43' on the Center Line of the Knife River;

thence S 12°06'49" E a distance of 98.75' on the Center Line of the Knife River to a ;

thence S 04°19'00" E a distance of 90.90' on the Center Line of the Knife River to a ;

thence S 31°52'49" E a distance of 79.93' on the Center Line of the Knife River;

thence S 87°22'32" W a distance of 1811.66' to the west line of said Section 17, T144N R86W, said point bearing N 00°57'07" E a distance of 258.36' from the West 1/4 Corner of said Section 17, T144N R86W;

thence N 00°57'07" E a distance of 529.74' on the west line of said Section 17 to the intersection with the south Right of Way of the BNSFR;

thence S 63°22'23" W a distance of 2959.73' on the south Right of Way of the BNSFR parallel with and south of the main line track 250 feet measured at a Right Angle, to the North-South 1/4 Line of said Section 18, T144N, R86W;

thence N 00°48'15" E a distance of 225.75' on the said North-South 1/4 line of said Section 18 to the south Right of Way of the BNSFR, 50 feet south and measured at a Right Angle to the main line track;

thence S 63°23'14" W a distance of 812.47' on the south Right of Way of the BNSFR to the intersection with the southerly extension of the west boundary of the Sixth Addition to the City of Hazen;

thence N 00°31'13" E a distance of 1221.61' on the west boundary of the Sixth Addition to the City of Hazen, to the intersection with the west boundary of the City of Hazen, Drainage Ditch Property;

thence N 32°11'51" W a distance of 119.55' on west boundary of the City of Hazen, Drainage Ditch Property;

thence N 36°03'09" W a distance of 181.51' on west boundary of the City of Hazen, Drainage Ditch Property, to the south Right of Way of Main Street (Old ND HWY 200);

thence N 88°42'04" W a distance of 163.96' on the south Right of Way of Main Street (Old ND HWY 200);

thence N 89°19'03" W a distance of 103.61' on the south Right of Way of Main Street (Old ND HWY 200);

thence on the south Right of Way of Main Street (Old ND HWY 200) curve turning to the right with an arc length of 507.64', a radius of 3939.33', a chord bearing of N 85°37'33" W, with a chord length of 507.28';

thence N 81°56'03" W a distance of 271.04' on the south Right of Way of Main Street (Old ND HWY 200);

thence on the south Right of Way of Main Street (Old ND HWY 200) curve turning to the left with an arc length of 747.26', a radius of 5608.90', with a chord bearing of N 85°45'03" W, with a chord length of 746.70';

thence N 89°26'20" W a distance of 193.27' on the south Right of Way of Main Street (Old ND HWY 200) to the intersection with the west Right of Way of the Old Truax-Traer, NPRR Spur, also being the northeast corner of the Louis and Clark Subdivision to the City of Hazen;

thence S 26°39'37" E a distance of 990.44' on the west Right of Way of the Old Truax-Traer, NPRR Spur, also being the east boundary of the Lewis and Clark Subdivision (361.31 feet) and the Expedition Estates Subdivision (629.13 feet) to the intersection with the East-West 1/4 Line of Section 13, T144N R87W, said point of intersection bearing N 89°33'54" W a distance of 6.22' from the East 1/4 Corner, on the East-West 1/4 line of said 13 T144N R87W;

thence N 89°33'57" W a distance of 2619.73' on the East-West 1/4 Line also being the south boundary of the Christmann Second Addition, to the Center 1/4 Corner of said Section 13, T144N R87W;

thence N 00°51'29" E a distance of 1333.67' on the North-South 1/4 Line also being the west boundary of the Christmann Second Addition, to the north Right of Way of North Dakota HWY 200;

thence N 70°23'43" E a distance of 867.26' on the north Right of Way of ND HWY 200;

thence N 19°36'17" W a distance of 40.00' on the north Right of Way of ND HWY 200;

thence N 70°23'43" E a distance of 550.05' on the north Right of Way of ND HWY 200;

thence N 70°03'37" E a distance of 1020.87' on the north Right of Way of ND HWY 200;

thence N 70°22'59" E a distance of 78.93' on the north Right of Way of ND HWY 200;

thence S 19°38'59" E a distance of 40.00' on the north Right of Way of ND HWY 200;

thence N 70°22'59" E a distance of 35.01' on the north Right of Way of ND HWY 200;

thence on the north Right of Way of ND HWY 200 on a curve turning to the left with an arc length of 257.09', with a radius of 9611.85', with a chord bearing of N 69°21'08" E, with a chord length of 257.08';

thence on the north Right of Way of ND HWY 200; with a compound curve turning to the left with an arc length of 546.30', radius of 14801.63', a chord bearing of N 67°47'50"E, with a chord length of 546.27';

thence N 66°19'15" E a distance of 154.12' on the north Right of Way of ND HWY 200;

thence N 23°45'28" W a distance of 65.85' on the north Right of Way of ND HWY 200 to the north line of Section 18, T144N R86W;

thence N 89°39'22" W a distance of 614.98' on the north line to the Northwest Corner of said Section 18, T144N R86W;

thence N 00°50'25" E a distance of 2186.69' on the west line of Section 7, T144N R86W;

thence S 89°33'33" W a distance of 216.69';

thence N 00°50'25" E a distance of 137.40';

thence N 89°42'45" E a distance of 216.68' to the east line of Section 13, T144N R87W;

thence N 00°50'25" E a distance of 302.63' on the west line to the West 1/4 Corner of said Section 7, T144N R86W;

thence N 00°50'25" E a distance of 1003.35' on the west line of said Section 7, T144N R86W to the northwest corner of the North Park Addition to the City of Hazen;

thence S 89°35'51" E a distance of 2335.89' to the west Right of Way of Mercer County Hwy 27;

thence S 00°42'17" W a distance of 1009.29' on the west Right of Way of Mercer County Hwy 27 to the East-West 1/4 Line of said Section 7, T144N R86W;

thence S 89°27'05" E a distance of 70.00' on said East-West 1/4 Line to the Center 1/4 Corner of said Section 7, T144N R86W;

thence S 89°27'05" E a distance of 1478.75' to the northeast corner of the North Star First Addition to the City of Hazen;

thence S 00°49'00" W a distance of 776.85' on the east boundary of the North Star First Addition to the northwest corner of the City of Hazen Park District RV Park;

thence S 89°25'42" E a distance of 1151.61' on the north boundary of said Park District RV Park to the east line of Section 7, T144N R86W;

thence S 00°38'07" W a distance of 532.28' on the east line to the southeast corner of the North 1/2 of the Southeast 1/4 (1/16 corner) of said section 7, T144N R86W;

thence N 89°24'54" W a distance of 1151.88' on the south line of the north 1/2 of the Southeast 1/4 (1/16 line) to the east boundary of the Hazen Park District Property (being a northerly extension of the east boundary of the North Star Fifth Addition to the City of Hazen);

thence S 00°39'53" W a distance of 408.22' on the east boundaries of the Hazen Park District Property and the North Star Fifth Addition to the City of Hazen to the north Right of Way of ND HWY 200;

thence on the north Right of Way of ND Hwy 200, a non-tangent curve turning to the right, with an arc length of 117.09', a radius of 2392.01', with a chord bearing of S 76°41'46" E, with a chord length of 117.07';

thence on the north Right of Way of ND Hwy 200 segments of a spiral curve, with a cord bearing S 72°41'10" E a distance of 321.57';

thence S 71°29'00" E a distance of 55.47' on the north Right of Way of ND HWY 200;

thence on the north Right of Way of ND Hwy 200 segments of a spiral curve, with a cord bearing S 71°06'53" E a distance of 314.12'

thence on the north Right of Way of ND Hwy 200 segments of a spiral curve, with a cord bearing S 72°54'53" E a distance of 295.93';

thence on the north Right of Way of ND Hwy 200, a curve turning to the left with an arc length of 100.58', with a radius of 2719.72', with a chord bearing of S 74°11'40" E, with a chord length of 100.58' to the east line of said Section 7, T144N R86W;

thence N 00°38'07" E a distance of 187.80' on the east line of said Section 7, T144N R86W to the north Right of Way of ND Hwy 200;

thence on north Right of Way of ND Hwy 200, being a non-tangent curve turning to the left with an arc length of 651.59', a radius of 3539.72', a chord bearing of S 79°31'56" E, with a chord length of 650.67'

thence S 05°11'40" W a distance of 180.00' on north Right of Way of ND Hwy 200 being also on the radius of the R/W Curve;

thence on north Right of Way of ND Hwy 200, being a non-tangent curve turning to the left with an arc length of 147.43', a radius of 3719.72', a chord bearing of S 85°56'28" E, with a chord length of 147.42', to the northwest boundary of Lot 1, Block 1 of the Huber's Second Addition to the City of Hazen;

thence N 49°24'16" E a distance of 170.68' on the northerly boundary of the said Huber's Second Addition;

thence N 82°46'16" E a distance of 216.20' on the northerly boundary of the said Huber's Second Addition;

thence N 37°46'16" E a distance of 263.20' on the northerly boundary of the said Huber's Second Addition;

thence N 84°54'16" E a distance of 100.00' on the northerly boundary of the said Huber's Second Addition;

thence N 78°17'16" E a distance of 612.65' on the northerly boundary of the said Huber's Second Addition;

thence N 00°55'16" E a distance of 227.77' on the northerly boundary of the said Huber's Second Addition;

thence S 87°20'53" E a distance of 290.11' on the northerly boundary of the said Huber's Second Addition;

thence S 24°28'02" E a distance of 97.79' on the northerly boundary of the said Huber's Second Addition;

thence S 00°49'30" W a distance of 15.49' on the northerly boundary of the said Huber's Second Addition;

thence S 88°03'55" E a distance of 431.80' on the northerly boundary of the said Huber's Second Addition to the southwest corner of Lot 1 Block 3 of said Huber's Second Addition;

thence N 01°06'05" E a distance of 346.61' on the northerly boundary of the said Huber's Second Addition;

thence N 77°58'16" E a distance of 520.74' on the northerly boundary of the said Huber's Second Addition;

thence S 59°21'01" E a distance of 399.35' on the northerly boundary of the said Huber's Second Addition;

thence N 70°53'37" E a distance of 195.78' on the northerly boundary of the said Huber's Second Addition;

thence N 44°33'17" E a distance of 102.47' on the northerly boundary of the said Huber's Second Addition;

thence N 44°59'25" E a distance of 327.46' on the northwesterly boundary to the north corner of Lot 12 Block 3 of said Huber's Second Addition;

thence S 71°02'42" E a distance of 260.07' on the northeasterly boundary of the said Huber's Second Addition;

thence S 45°49'07" E a distance of 214.54' on the easterly boundary of the said Huber's Second Addition;

thence S 22°18'46" E a distance of 835.29' on the easterly boundary of the said Huber's Second Addition to the north Right of Way of the BNSFR;

thence S 67°31'55" W a distance of 728.78' on the north Right of Way of the BNSFR to the northeasterly Right of Way of ND HWY 200;

thence S 61°03'13" E a distance of 170.55' on the northeasterly Right of Way of ND HWY 200;

thence on the northeasterly Right of Way of ND Hwy 200 segments of a spiral curve, with a cord bearing S 66°59'03" E and a distance of 383.17';

thence on the northeasterly Right of Way of ND Hwy 200 curve turning to the left with an arc length of 119.57', a radius of 1045.92', with a chord bearing of S 75°02'11" E, with a chord length of 119.51';

thence on the northeasterly Right of Way of ND Hwy 200 segments of a spiral curve, with a cord bearing S 85°45'24" E a distance of 383.07';

thence S 88°56'10" E a distance of 121.93' on the north Right of Way of ND Hwy 200 to the east line of Section 7, T144N R86W;

thence S 88°45'24" E a distance of 98.00' on the north Right of Way of ND Hwy 200;

thence S 89°18'35" E a distance of 501.10' on the north Right of Way of ND Hwy 200;

thence S 00°43'14" E a distance of 199.98' to the south Right of Way of ND Hwy 200

thence N 89°04'32" W a distance of 600.00' on the south Right of Way of ND Hwy 200 to the west line of Section 17, T144N R86W

thence N 88°20'56" W a distance of 99.71' on the south Right of Way of ND Hwy 200;

thence S 89°19'07" W a distance of 26.18' on the south Right of Way of ND Hwy 200;

thence on the southwesterly Right of Way of ND Hwy 200 segments of a spiral curve, with a cord bearing N 85°43'47" W a distance of 415.45';

thence on the southwesterly Right of Way of ND Hwy 200 a curve turning to the right with an arc length of 145.71', a radius of 1245.92', a chord bearing of N 75°47'21" W, with a chord length of 145.63';

thence on the southerly Right of Way of ND Hwy 200 segments of a spiral curve, with a cord bearing N 65°45'16" W a distance of 415.95';

thence N 62°26'59" W a distance of 424.21' on the southwesterly Right of Way of ND Hwy 200;

thence on the southerly Right of Way of ND Hwy 200 segments of a spiral curve, with a cord bearing N 65°42'22" W a distance of 381.96';

thence on southerly Right of Way of ND Hwy 200 curve turning to the left with an arc length of 287.04', with a radius of 1045.92', a chord bearing of N 80°18'40" W, and a chord length of 286.14';

thence on the southerly Right of Way of ND Hwy 200 segments of a spiral curve, with a cord bearing S 85°05'02" W a distance of 381.97';

thence S 81°49'33" W a distance of 447.55' on the south Right of Way of ND Hwy 200 to the northeast corner of Lot 1, Block 1 of the Huber's First Addition to the City of Hazen;

thence S 21°51'26" W a distance of 210.50' on the east line of Lot 1 Block 1 of said Huber's First Addition to the City of Hazen;

thence N 89°59'57" E a distance of 59.83';

thence S 01°52'20" W a distance of 61.83'to the north Right of Way of Old Mercer County Hwy 25;

thence on the north Right of way of Old County Hwy 25 of a Non-Tangent curve turning to the right with an arc length of 112.78', a radius of 955.26', a chord bearing of S 64°35'52" W, a chord length of 112.57', to the east line of Lot 17 Block 1 of the Huber's First Addition to the City of Hazen;

thence S 21°45'37" W a distance of 114.85'to the south line of the Southwest 1/4 of Section 8 T144N R86W;

thence S 89°18'22" E a distance of 438.63'to the south 1/4 Corner of Section 8 T144N R86W, being the Point of Beginning.

Said Tract containing an area of 903.85 acres of land more or less.

This description was created from record plats and survey documents.

### **1.0103 Division of City into Precincts: Amended October 11, 1993**

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.

## **Article 2- Governing Body**

**1.0201 Regular Meeting:** 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 on 9-2-2003:

The Board of City Commissioners shall meet regularly at the City Hall every other first and third Monday of each month in accordance with Section 40 09 11 of the North Dakota Century Code, at the hour of 5:30 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 anytime 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 hours before the time of meeting.

**1.0203 Salaries** BE IT ORDAINED, by the Board of City Commissioners of the City of Hazen, North Dakota, that the following Section of Chapter I, Article 2 be amended and re-enacted as follows on 10.17. 2011

The salary of the President of the governing body of the City of Hazen shall be the sum of \$463.00 per month. The salary of the other members of the governing body of the City of Hazen shall be the sum of \$381.00 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.

**1.0205 Procurement of Goods or Services for the City:** Chapter I, Article 2, SECTION 1.0204 of the Hazen City Ordinances is hereby adopted as follows on this day 1.21.2013

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.

### **Article 3-Elective Officers Other than Governing Body**

#### **1.0301 Municipal Judge: Amended 12.19.1994**

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.

#### **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 Treasure'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 Officers: Amended 12-19-1994**

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

#### **1.0402 Term of Appointive Officers, Oath, Bond Amended 12-19-1994**

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.

#### **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: Amended 12-19-1994**

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.

#### **1.0405 Salaries: Amended 12-19-1994**

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.

#### **1.0406 Administrative Policy and Procedures: Amended 12-19-1994**

Each officer shall;

1. Perform all duties required of his office by law or ordinance and such other duties not in conflict as maybe 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.

#### **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: Amended 12-19-1994**

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

### **1.0502 Procedure**

All supplies and contractual services except as otherwise provided herein, when the estimated cost thereof shall exceed \$2,500 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: Amended 12-19-1994**

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.

### **1.0504 Prohibition of Interest: Amended 12-19-1994**

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 of 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 employee.
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 or making a proposal therefore.
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:

## **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: Amended 12-19-94**

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.

### **1.0602 Conveyance, Sale, Lease or Disposal of Personal Property: Amended 7-29-91**

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 therefore 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.

**1.0603 Conveyance, Sale of Tax Deed Property:** 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 This day of June 6 2011.

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 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 1st 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.

**OPTION TO PURCHASE RESIDENTIAL REAL RESTATE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
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  
\_\_\_\_\_(Street)  
\_\_\_\_\_(City) \_\_\_\_\_(State) \_\_\_\_\_(Zip Code ),  
party of the second part, whether one or more, hereafter referred to as "OPTIONEE".

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  
45<sup>th</sup> 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.



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. 31<sup>st</sup> 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 Price \$ \_\_\_\_\_ 10% \_\_\_\_\_

\$ \_\_\_\_\_ received on \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_\_

Balance Due in 45 Days or Prior to Start of Construction  
(Whichever occurs first) \$ \_\_\_\_\_

CITY OF HAZEN (OPTIONOR):

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
City Auditor

OPTIONEE:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Signature: \_\_\_\_\_