



Administration Department

DATE: February 13, 2024

FROM: Jason Tomanek, Acting City Administrator

ITEM: Gaming Site Authorization

REQUEST:

Consider the request by the Bismarck-Mandan Convention & Visitors Bureau to conduct gaming at Blarney Stone Pub, 408 East Main Avenue.

BACKGROUND INFORMATION:

Gaming site authorizations expire on June 30th of each year. The Bismarck Administration Department administers the annual gaming site authorizations and renewals.

RECOMMENDED CITY COMMISSION ACTION:

Approve the request by the Bismarck-Mandan Convention & Visitors Bureau to conduct gaming at Blarney Stone Pub, 408 East Main Avenue.

STAFF CONTACT INFORMATION:

Whitnie Olsen, Senior Administrative Assistant, wolsen@bismarcknd.gov

ATTACHMENTS:

1. Site Authorization Application



GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (4-2023)

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
BISMARCK-MANDAN CONVENTION & VISITORS BUREAU

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location
BLARNEY STONE PUB

Street 408 E MAIN AV	City BISMARCK	ZIP Code 58501	County BURLEIGH
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Beginning Date(s) Authorized 03-01-2024	Ending Date(s) Authorized 06-30-2024	Number of Twenty-One tables, if zero, enter "0" 1
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Specific location where games of chance will be conducted and played at the site (required)
ENTIRE FACILITY - EXCLUDING RESTROOMS

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

- | | | |
|---|--|---|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) BLARNEY STONE PUB, LLC		Site Name BLARNEY STONE PUB		Site Phone Number 701-751-7512
Site Address 408 E MAIN AV		City BISMARCK	State ND	Zip Code 58501
County BURLEIGH		Rental Period 03-01-2024 to 06-30-2026		Monthly Rent Amount
Organization Bismarck-Mandan Convention & Visitors Bureau				
1. Is Bingo going to be conducted at the site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ _____
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300				\$ 300
3. Is Paddlewheels conducted at this site? Number of Tables 0 X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$ 0
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 5		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 875
Total Monthly Rent				\$ 1,500
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title COO	Date 2/5/24
Signature of Lessee 	Title CEO	Date 2/5/24

North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable Expenses - Rent Limits)

4. For a site where bingo is conducted:
 - a. If bingo is the primary game, the monthly rent must be reasonable
 - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game.
 - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or a jar bar and dispensing device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
 - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, the monthly rent may not exceed four hundred dollars.
 - c. If pull tabs is conducted using one or more electronic pull tab devices, the monthly rent may not exceed one hundred seventy-five dollars per machine for the first five machines in the same venue. For each additional machine in the same venue beyond five, the monthly rent may not exceed seventy-five dollars per machine up to a maximum of one thousand two hundred fifty dollars per month for all electronic pull tab devices in a single venue.

North Dakota Administrative Code § 99-01.3-02-06 (Rental Agreement)

3. Rent must be a fixed dollar amount per month
 - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
 - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning, and heating, to a vendor.
 - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century Code section 53-06.1-11.

Special considerations are:

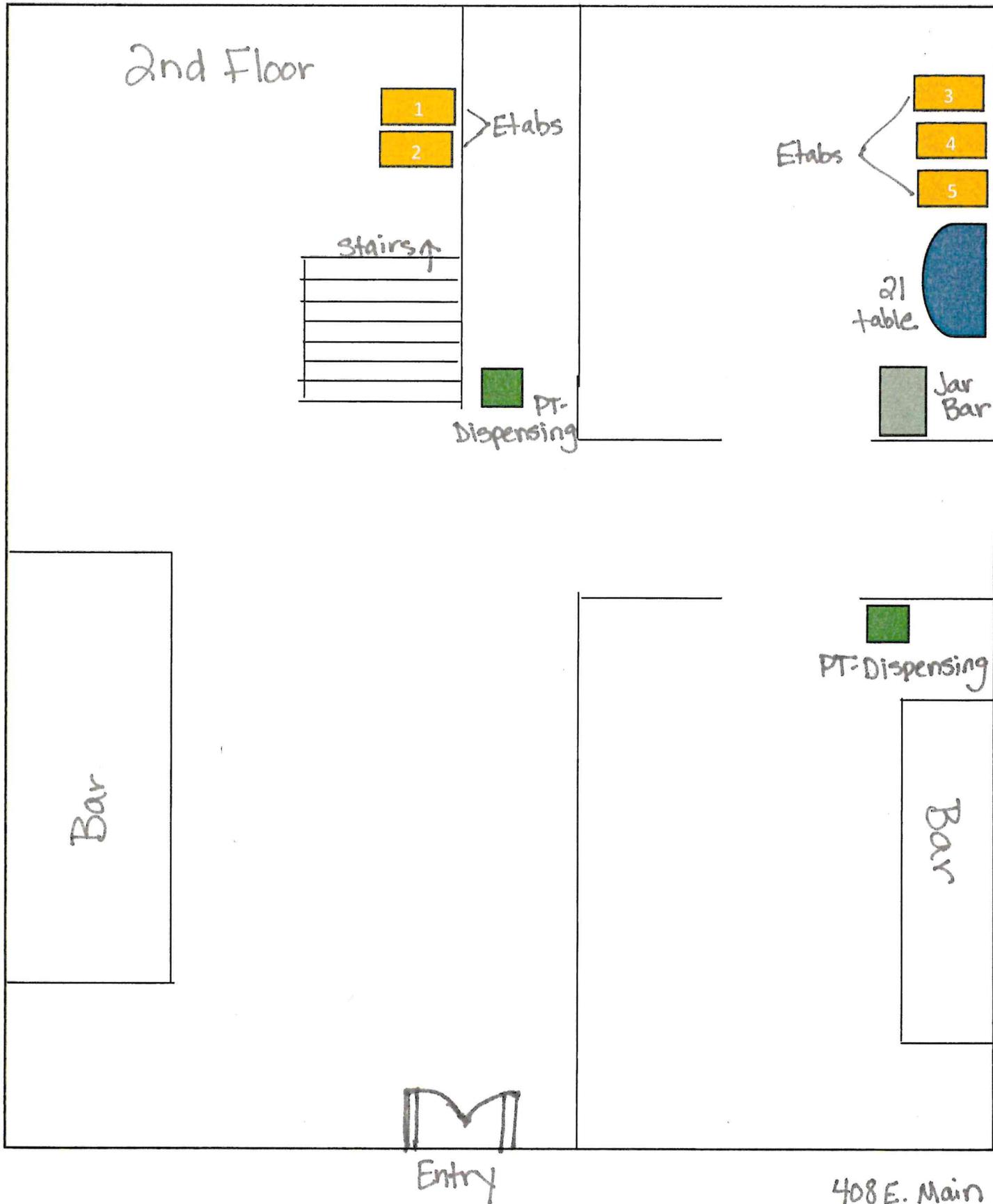
 - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of North Dakota Century Code section 53-06.1-11; and
 - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels or pull tabs, no additional rent is allowed.
 - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.
- *4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general before its effective date.

North Dakota Administrative Code § 99-01.3-08-01 (Restrictions and Requirements)

4. An organization may pay monthly rent for more than one table provided that each additional table is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year. The organization shall document each table's usage, which includes the date, table number, and drop box cash amount for each table and how the prorated rental amounts were determined. This documentation must be retained with the organization's twenty-one records for three years.



- 5 – Etabs
- 2 – Pull Tab Dispensing Devices
- 1 – Blackjack Table
- 1 – Jar Bar





**Bismarck-Mandan
Convention & Visitors Bureau**
1600 Burnt Boat Drive
Bismarck, ND 58503
701-222-4308
800-767-3555

February 6, 2024

Jason Tomanek
Acting City Administrator
City of Bismarck
PO Box 5503
Bismarck, ND 58506

Dear Jason:

Attached is the Site Authorization paperwork for the Blarney Stone Pub, a check for \$100, and the documentation from Bismarck Hockey relinquishing the current Site Authorization.

Game types conducting include:

Electronic Pull Tabs
Pull Tab Dispensing Device
Twenty-One
Pull Tab Jar

Please contact me if you have any questions.

A handwritten signature in blue ink, appearing to read "KBreiner", with a long horizontal flourish extending to the right.

Karen Breiner
Gaming Manager
701-367-6673



**AGREEMENT FOR EARLY TERMINATION
OF RENTAL AGREEMENT**

THE PARTIES to this Agreement are:

1. BLARNEY STONE PUB, LLC of 408 E Main Ave., Bismarck, ND 58501 (hereinafter referred to as "Blarney Stone"); and
2. BISMARCK HOCKEY BOOSTERS, INC. of 2709 Boston Drive, Bismarck, ND 58504 (hereinafter referred to as "Bismarck Hockey").

Recitals

The following recitals shall be deemed a part of this Agreement, and the parties agree that they accurately set forth the circumstances and basis upon which this Agreement has been executed.

WHEREAS, Blarney Stone and Bismarck Hockey entered into a "Rental Agreement" (SFN 9413), as amended, with a rental term of July 1, 2023 through June 30, 2024.

WHEREAS, Due to a material change in circumstances, the parties agree that it is necessary, and they further mutually desire, to terminate the Rental Agreement, as amended, early and prior to the expiration of the Rental Agreement's term.

WHEREAS, Both parties agree that further amendments to the Rental Agreement will not resolve the material change in circumstances and that a mutual stipulation to terminate the Rental Agreement early is the appropriate course of action which both parties to hereby voluntarily consent to.

Agreement

NOW, THEREFORE, In consideration of the premises, the parties agree as follows:

1. The Rental Agreement, as amended, shall be terminated effective February 29, 2024.

The parties shall remain obligated to perform all obligations of the Rental Agreement through the revised term mutually agreed to herein. However, in consideration for this Agreement, the parties shall be released from any and all obligations arising under the Rental Agreement upon its early termination on February 29, 2024.

2. Bismarck Hockey, or its designee, shall remove all gaming equipment from Blarney Stone's premises, located at 408 E Main Ave., Bismarck, ND 58501, after February 29, 2024, but

before March 5, 2024.

3. The parties agree that they will provide any and all information required by the Office of the Attorney General in order to obtain said Office's approval of the parties agreement to terminate the Rental Agreement as of February 29, 2024.

4. The parties acknowledge and agree that they enter into this agreement freely and voluntarily and that their agreement to the early termination of the Rental Agreement is not based upon any violation of administrative rules, laws or ordinances. The parties merely acknowledge that unanticipated circumstances have arisen since the execution of the Rental Agreement, as amended, which justify the parties' mutual desire to end their contractual relationship prior to the expiration of the original contractual term.

Miscellaneous

This Agreement shall bind the signers, their heirs, next-of-kin, executors, administrators, successors or assigns, and shall inure to the benefit of the parties released, their agents, attorneys, representatives, employees, insurers, and all other persons, firms, associations, corporations, successors and assigns.

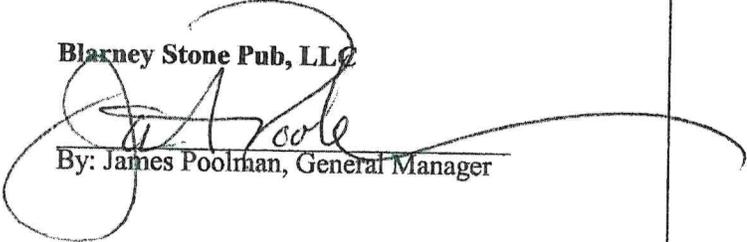
The undersigned have carefully read this Agreement and understand all of its items.

Copies signatures that are sent via scan and email, Docusign, or via facsimile, shall be treated as original signatures.

IN WITNESS WHEREOF, the parties hereto have set their hands the date hereafter written.

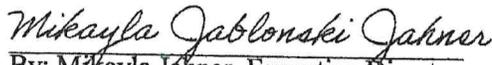
Blarney Stone Pub, LLC

Dated this 5th day of February, 2024.


By: James Poolrhan, General Manager

Bismarck Hockey Boosters, Inc.

Dated this 4th day of February, 2024.


By: Mikayla Jahner, Executive Director