



**AGENDA**  
**MANDAN CITY COMMISSION**  
**JUNE 21, 2011**  
**ED "BOSH" FROEHLICH MEETING ROOM**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

- 
- A. ROLL CALL:
1. Roll call of all City Commissioners and Department Heads.
- B. MINUTES:
1. Consider approval of the minutes from the June 7, 2011 Board of City Commission meeting.
- C. PUBLIC HEARING:
1. A Public Hearing to consider for approval the resolution to vacate the public right-of-way along 4<sup>th</sup> Street NE, as platted on the north boundary of Block 30, Helmsworth-McLean Addition.
  2. Public Hearing to consider a 5-year Ad Valorem tax exemption for Spence Koenig.
- D. BIDS:
- E. CONSENT AGENDA:
1. Consider approval of the monthly bills.
  2. Consider approval of annual liquor licenses for July 1, 2011 through June 30, 2012.
  3. Consider approval of annual Special Sunday openings.
  4. Consider approval of Sales & Use Tax Collection Agreement with the ND Office of State Tax Commissioner for 2011-2013
  5. Consider the approval of a Traffic Safety Grant Application for Oct. 1, 2011 through Sept. 30, 2012, from the ND DOT Traffic Safety Office.
  6. Consider acceptance of a Memorandum of Understanding with the United States Marshals Service for Enforcement of the Adam Walsh Act.
  7. Consider approval of Heart Ridge Addition Zone Change. (*First consideration of ordinance 1097.*)
  8. Consider personnel actions
  9. Consider Change order for the Residual Management Facility – regarding Truck / Truck box and tags
- F. OLD BUSINESS:

*Agenda  
Mandan City Commission  
June 21, 2011  
Page 2 of 2*

---

G. NEW BUSINESS:

1. Consider agreements with MM Restaurant Group for sale of building at 116 E Main
  - i. Business incentive agreement
  - ii. Purchase agreement
2. Consider recommendation from Renaissance Zone Committee on Leingang Chiropractic & Wellness application for leasehold improvements at 301 First Street NE
3. Update from Bismarck Mandan Development Association on inventory of potential industrial sites and recommendations for prioritization

H. RESOLUTIONS & ORDINANCES:

1. *Consider first consideration of Ordinance No. 1097 Zone Change for Heart Ridge First Addition – An ordinance to amend and reenact section 21-03-02 of the Mandan Municipal Code relating to District Boundaries and Zoning Map.*

I. OTHER BUSINESS:

J. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. July 5, 2011 – 5 p.m. start
2. July 19, 2011
3. August 2, 2011

K. ADJOURN

*Departmental planning meeting will be held the Monday prior to the Commission meeting, all Commissioners are invited, noon, Dykshoorn Conference Room. Please notify the city administrator by 8:30 a.m. that Monday if you plan on attending. If more than two commissioners plan on attending, proper public notice must be given.*

---

The Mandan City Commission met in regular session at 5:30 p.m. on June 7, 2011 in the Ed “Bosh” Froehlich Room at City Hall. Commissioners present were Helbling, Tibke, Rohr, Frank, and Jackson. Department Heads present were Finance Director Welch, Deputy Police Chief Leingang, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development and Communications Director Huber, Engineering Project Manager Bechtel, and City Assessor Barta.

Mayor Helbling extended a thank you to all the city staff members, the citizens and the National Guard for their efforts during the flood emergency situations.

MINUTES: *Consider approval of the minutes for May 17, 2011, Regular Meeting.* Commissioner Rohr moved to approve the minutes of May 17, 2011, Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

*Minutes of May 30, 2011, Special Meeting of the Board of City Commissioners:* Commissioner Rohr pointed out a clarification @ Paragraph 4 wherein it was someone other than Mayor Helbling that “seconded” the motion (declaring a state of emergency). City Attorney Brown stated that it was Commissioner Jackson who seconded that motion. Commissioner Rohr moved to approve the *Minutes of May 30, 2011, Special Meeting of the Board of City Commissioners* noting that Commissioner Jackson “seconded the motion” and that the Minutes be amended as corrected. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

PUBLIC HEARING:

1. *Public Hearing to consider a 2-year Ad Valorem tax exemption for Jessara Properties LLC.* City Assessor Barta reviewed with the Board a request to consider a 2-year Ad Valorem tax exemption for Jessara Properties LLC. He stated that this is a request for a construction of a new 24-unit apartment building at 2401 40<sup>th</sup> Avenue SE, Mandan, ND. The Mandan Growth Fund reviewed the project and voted unanimously in support of the request. The Park District and School District were given notification of this exemption and there has been no opposition to the request received.

Mayor Helbling stated that this is a public hearing and asked for comments from the public. Hearing none, this portion of the public hearing was closed.

Commissioner Tibke moved to approve the recommendation for a 2-year Ad Valorem tax exemption for Jessara Properties LLC for a newly constructed commercial building due to meeting all criteria under North Dakota Century Code 40-57.1. Commissioner Frank seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Jackson: Yes; Commissioner Helbling: Yes. The motion passed.

2. *A Public Hearing to consider for approval the resolution to vacate the public right-of-way along 4<sup>th</sup> Street NE, as platted on the north boundary of block 30,*

---

*Helmsworth-McLean Addition.* Engineering Project Manager Bechtel reviewed with members a request from a landowner to vacate the public right-of-way along 4<sup>th</sup> Street NE, as platted on the north boundary of block 30, Helmsworth-McLean Addition. Bechtel stated that when this lot was platted, it was platted square. He explained that due to the hills within the plot, it is necessary to vacate the right-of-way in order for the landowner to acquire some of the land in order to build on the property. Bechtel stated that his office does not have any issues with the request to vacate the right-of-way as requested.

Mayor Helbling asked for public input regarding the request to vacate the public right-of-way along 4<sup>th</sup> Street Northeast.

DeNae Kautzmann, a Mandan resident, came forward to speak. She stated that she is in opposition to the vacation stating that she does not think it is prudent for the City to do so. She stated that the map provided is not true to what the intersection looks like, stating that it is not a “T” intersection and that the roadway does not go to the east. She indicated that if a home or garage is placed on that particular location, a “blind intersection” will be created. She gave examples of how the view is obstructed when traveling on that street. She mentioned that the CAT bus route runs along that street. There are walkers on that street. There are school children attending Custer School that walk on that street. She voiced concern of safety issues if the right-of-way is vacated and requested the Board further research the matter before voting on it. Mr. Barta stated that the landowner has not been issued a permit to build on that property from the City Assessor’s office. Bechtel noted that he supports the request to vacate the public right-of-way along 4<sup>th</sup> Street Northeast as long as the landowner meets the set back requirements. He does not believe there will be safety issues any different than any other city block if a structure is placed on that lot if the necessary requirements are met. Barta stated that the property is zoned RM and the set back for an RM zone is 15 ft. from the front of the property and the sideline would be 5 ft. on the north side where it is coming down the hill. Bechtel stated that this parcel is approximately 25’ wide in the front of the street and wider at the back as it is a triangular type parcel.

Mayor Helbling asked for additional comments from the public. Hearing none, this portion of the public hearing was closed. Commissioner Frank recommended that before making any decisions on this matter that it may be beneficial to investigate the type of structure that will be put on the property due to restrictions in the size not allowing him to construct any kind of sizable structure. Assessor Barta stated that the landowner plans to move a house that he purchased by the high school that will be converted into a 2-unit structure with plans to put a garage in front of the house and one on the side of the house, thus the request for the vacation. Barta stated that the landowner is allowed to cover 40% of his lot.

Commissioner Frank motioned to table the matter until the safety issues are reviewed. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

---

BIDS:

CONSENT AGENDA:

1. *Consider approval of individual Special Assessments for Snow Removal of 2011.* The Board approved of the individual Special Assessments for Snow Removal of 2011.
2. *Consider approval of the following site authorizations for the Fort Abraham Lincoln Foundation from July 1, 2011 through June 30, 2012: (i) West Side Bar and Grill/Mulligans (ii) Seven Seas (iii) Midway Lanes (iv) Lonesome Dove (v) Broken Oar.* The Board approved of the following site authorizations for the Fort Abraham Lincoln Foundation from July 1, 2011 through June 30, 2012: (i) West Side Bar and Grill/Mulligans (ii) Seven Seas (iii) Midway Lanes (iv) Lonesome Dove (v) Broken Oar.
3. *Consider approval of the plat of Heart Ridge Addition.* The Board approved of the plat of Heart Ridge Addition.

Commissioner Jackson moved to approve the Consent Agenda as presented.

Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present.

OLD BUSINESS:

1. *Consider offer for city-owned building at 116 E Main.* Business Development and Communications Director Huber outlined the following: She stated that this matter was previously discussed wherein Scott Johnson submitted an offer of \$15,000 to purchase the building at 116 East Main, subject to certain conditions. The Board tabled the matter to allow additional inquiries and expressions of interest through June 7, 2011. The Board further directed Huber, City Attorney Brown and City Administrator Neubauer to review additional offers until June 7, 2011. Huber stated that she re-visited the matter of Johnson's offer and that a counter-offer was presented to Pat Maddock of Oaktree Realty with several stipulations: (1) Extend purchase offer to closing on or before June 30, 2011; (2) Eliminate contingency for the city to supply water line for fire suppression system; (3) Supply a letter of intent to lease from the retail business referenced at the May 17, 2011 City Commission meeting; (4) Deposit funds for rehab work with the City of Mandan at closing; (5) Renaissance Zone and Storefront Improvement incentives subject to normal application, consideration and approval process; (6) Supply a list of addresses for other commercial or rental properties owned in Bismarck; (7) Offer subject to City Commission consideration at its June 7, 2011 meeting in combination with any other offers received at that time.

Huber stated that three (3) additional offers on the property have been received within the last 24-48 hours. Representatives from those offers are present for discussion. (1) Fred Berger has offered \$25,000 with a request that the City install a waterline only if it will be required by the City. (2) Mamma Maria's, an Italian Restaurant from East Grand Forks with an offer of \$1.00 in recognition of the cost for rehab of the building – this request being for restaurant use in which a fire sprinkler system would be required of which they would bear the cost of the fire suppression system; (3) An offer received from

---

Julie Haibeck in the amount of \$10,000 with a contingency that the City replace the awning on the building.

Huber stated that the following individuals are present with regard to the offers received on the property: Scott Johnson; Karen Fleck, Oaktree Realtors on behalf of Fred Berger; Nick Hallerman on behalf of Mamma Maria's Italian Restaurant; and Julie Haibeck.

Mayor Helbling invited prospective buyers to come forward to provide any additional information to their proposal.

- Scott Johnson came forward and stated that he would have a retail furniture tenant on the property.
- Julie Haibeck came forward and stated that she would have massage masseuses and a clothing apparel retail site including wedding party spa services. The upstairs would be pursued as rental property. Her estimated costs would be over \$100,000.
- Nick Hallerman, Mamma Maria's Italian Restaurant, came forward and stated he would house the restaurant in the building. The location in East Grand Forks is at capacity and he would like to expand the business to a second location in Mandan. Both the downstairs and upstairs would be utilized for restaurant purposes. They would apply for a full liquor license. His estimated costs for improvements would be about \$250,000. Business Plan expectations would be more than the current store in East Grand Forks; which, between what is projected and what has been done so far this year, they are hoping on topping \$1M. He expects to employ 50-60 employees with a late fall of 2011 opening date.
- Karen Fleck, Oaktree Realtors presented on behalf of Fred Berger. Berger plans to put an office in the back of the building. The front part of the building would be retail space. The upstairs would be converted to apartments. His estimated costs for renovation would be at least \$125,000-\$150,000. He would pursue renovation immediately and complete the project as soon as possible.

Commissioner Frank stated that based on the feedback received consistently from the community as well as the future investment and value for that location she motioned to enter into a contract of negotiations on the property located at 116 East Main Street, Mandan, ND, with Mamma Maria's Italian Restaurant. Commissioner Tibke seconded the motion.

Commissioner Jackson commented that no perimeters have been discussed such as claw back provisions if the work wasn't substantially complete by a certain date.

Commissioner Frank clarified that her motion was to enter into negotiations regarding this matter and that further discussions be held regarding the dollar amount of the sale of the building, and other negotiations as deemed necessary by the city staff on behalf of the best interests of the citizens of Mandan. Huber provided information regarding the sale of a building if pursued at the cost of \$1.00, explaining that whenever an incentive is provided in the amount exceeding \$25,000 to a business, there is a requirement by state law to have a business incentive agreement in place with claw back provisions. If this

---

matter is pursued, City Attorney Brown will be involved in negotiations with Mamma Maria's Restaurant to outline a business incentive agreement and what those claw back provisions might be. Commissioner Rohr asked what the backup plan would be if there are problems with the negotiations? Mayor Helbling suggested that if that would occur, the commission would go back to the other offers and explore the options again. However, it would not be re-advertised.

Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Jackson: Yes; Commissioner Helbling: Yes. The motion passed.

Mayor Helbling extended a thank you to the other three offers presented in this matter and encouraged them to continue to pursue their business venture within Mandan.

NEW BUSINESS:

1. *Consider funding requests from the Mandan Progress Organization Funding Committee.* Del Wetsch, MPO Executive Director, presented a request for the distribution of funds received from 20 applications for assistance in funding provided by the City of Mandan for groups and/or organizations which work for the betterment of the community in the amount of \$20,000. Wetsch explained that a point system was used to grade the impact of the events to the community. The funds are limited and are awarded by 50% in Mandan Dollars and 50% in cash. A MPO subcommittee has reviewed the criteria and recommends the disbursements as presented.

Commissioner Rohr moved to approve the funding recommendations as presented by the MPO subcommittee and reviewed and accepted by the MPO Board of Directors at their May Board Meeting. Commissioner Tibke seconded the motion.

Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Jackson: Yes; Commissioner Helbling: Yes. The motion passed.

RESOLUTIONS & ORDINANCES:

1. *Consider second consideration and final passage of Ordinance No. 1095 Zone Change for Lakewood Commercial Park 5<sup>th</sup> – An ordinance to amend and reenact section 21-03-02 of the Mandan Municipal Code relating to District Boundaries and Zoning Map.* Commissioner Jackson moved to approve the second consideration and final passage of Ordinance No. 1095 Zone Change for Lakewood Commercial Park 5<sup>th</sup> – An ordinance to amend and reenact section 21-03-02 of the Mandan Municipal Code relating to District Boundaries and Zoning Map. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Jackson: Yes; Commissioner Helbling: Yes. The motion passed.

2. *Consider second and final passage of ordinance 1096 – an ordinance to repeal and enact section 6-03-07 of the Mandan Code of Ordinances relating to State of Emergency.* City Attorney Brown stated that this matter was discussed at the May 30,

---

2011 Special Meeting in that the existing Section 6-03-07 of the Mandan Code of Ordinances provided for a declaration by the Board of City Commissioners in a state of emergency. The state of emergency didn't define what the criteria were for that emergency or what authority or powers other parts of the city departments may have. The issue that came up was with dealing with the issue of temporary dikes. He discussed the matter with the City Attorney in Fargo as to how to deal with these issues. The Fargo City Attorney pointed him to their ordinance, which is now before you as Ordinance 1096. This ordinance gives the Mayor, (the President of the City Commission), the authority to proclaim a State of Emergency and then for a period of no more than thirty (30) days, (or the commissioners themselves could terminate it sooner), that a state of emergency would exist in the community giving the President of the Commission the authority to order the Chief of Police to do certain actions; to authorize, for instance, the construction of temporary dikes; to authorize evacuations if that were necessary. It's fairly broad. But it is an appropriate method to more particularly address the situations that hopefully will not occur due to the flood emergency that we are currently in. The first reading of this was held on May 30, 2011, Special Meeting.

Commissioner Jackson moved to approve the second and final passage of ordinance 1096 – an ordinance to repeal and enact section 6-03-07 of the Mandan Code of Ordinances relating to State of Emergency. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Jackson: Yes; Commissioner Helbling: Yes. The motion passed.

City Attorney Brown prepared a Proclamation for signature by the Mayor, which was read by Attorney Brown. Based on the above, Mayor Helbling declared a State of Emergency for the City of Mandan.

#### OTHER BUSINESS:

1. *Daily Flood Report Coverage:* Mayor Helbling inquired of the Board if they could assist with the daily flood report coverage in order to relieve him of that duty until the end of the week. Commissioner Frank stated she would be able to cover the meetings at 9 AM for the remainder of this week. Mayor Helbling stated that if the flooding situation changes, he will step back in.
2. *Lawn watering:* Mayor Helbling highly encouraged the residents to water lawns sparingly. In particular, he pointed out not to water on a fixed schedule or when rain is forecast. Excess amounts of water can contribute to raising the ground water levels. There may be a need to put fines in place if people do not comply with limited lawn watering and also for those who do not pump their sump pumps out into the streets.
3. *Acknowledgment:* Mayor Helbling also wanted to sincerely thank Dakota Media Access and Mary Van Sickle in particular for all they've been doing and for their assistance in being flexible in accommodating the changing meeting times during the last couple of weeks with the flooding situations.

---

There being no further actions to come before the Board, Commissioner Rohr moved to adjourn the meeting at 6:29 p.m. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

---

James Neubauer,  
City Administrator

---

Timothy A. Helbling,  
President, Board of City  
Commissioners



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 9, 2011  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider for approval the resolution to vacate the public right-of-way located along 4<sup>th</sup> Street NE, as platted on the north boundary of Block 30, Helmsworth-McLean Addition.

---

STATEMENT/PURPOSE: To vacate the public right-of-way.

BACKGROUND/ALTERNATIVES: This was tabled at the June 7<sup>th</sup> City Commission Meeting. Request by the City of Mandan and Glenn Keuther. This area has been shown as vacated on city maps, however, evidence of a vacation resolution could not be found.

ATTACHMENTS: 1. Resolution  
2. Vicinity map

FISCAL IMPACT: Minimal.

STAFF IMPACT: Minimal.

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

RECOMMENDATION: This office supports the approval of the vacation.

SUGGESTED MOTION: I move to approve the resolution vacating the public right-of-way as platted on the north boundary of Block 30, Helmsworth-McLean Addition.

**RESOLUTION OF VACATION**  
**Board of City Commissioners**  
**City of Mandan, North Dakota**

WHEREAS, the City of Mandan has submitted to the Board of City Commissioners of the City of Mandan a verified petition asking that a public right-of-way as platted on the north boundary of Block 30, Helmsworth-McLean Addition, Section 26, T139N, R81W of the 5<sup>th</sup> Principal Meridian, City of Mandan, Morton County, North Dakota be vacated.

WHEREAS, The Board having deemed it expedient to consider such petition and having ordered that said petition be heard by the Board at its regular meeting held at City Hall in the City of Mandan, North Dakota, on June 21, 2011, at 5:30 o'clock p.m., CT, and the City Administrator having published notice of the filing of the petition and the object therein in the official newspaper once each week for four (4) consecutive weeks, as required by law, which notice stated that the petition would be heard and considered on the date and time aforesaid, at which time any persons interested might appear and be heard, and proof of such publication of the notice having been made and filed; and

WHEREAS, on the 21<sup>st</sup> day of June, 2011, at 5:30 o'clock p.m., CT, being not less than thirty days after the first publication of the notice aforesaid, the Board of City Commissioners proceeded to hear the testimony and evidence of persons interested and no one having appeared against said petition of vacation, and it appearing to the satisfaction of the Board of City Commissioners that said petitioners are the owners in fee simple of the property adjoining the street to be vacated; that no objections by the immediately adjoining landowner to the requested vacation were raised at the public hearing, that said petition was accompanied by a map of the area proposed to be vacated; which map is on file in the office of the City Administrator of Mandan; and the facts and reason for the vacation of such area as established by the petition and the testimony and evidence are good and sufficient to justify the vacation of such area;

NOW, THEREFORE, BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, that the above described public right-of-way as platted on the north boundary of Block 30, Helmsworth-McLean Addtiion, along 4<sup>th</sup> Street NE, in Section 26, 139N, 81W, in the City of Mandan, Morton County, North Dakota be and the same are hereby vacated.

BE IT FURTHER RESOLVED, That the within and foregoing Resolution shall become effective from the time of its passage and publication.

Approved and passed June 21, 2011 by at least two-thirds vote of all the members of the Board of City Commissioners.

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

ATTEST:

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

Public Notice Dates: May 6<sup>th</sup>, 13<sup>th</sup>, 20<sup>th</sup>, 27<sup>th</sup>, 2011  
Public Hearing: June 21<sup>st</sup>, 2011  
Final Passage: June 21<sup>st</sup>, 2011  
Publication Date: \_\_\_\_\_

STATE OF NORTH DAKOTA     )  
COUNTY OF MORTON         )ss.  
CITY OF MANDAN             )

**CERTIFICATE**

James Neubauer, the duly appointed city administrator and city auditor of the City of Mandan, Morton County, State of North Dakota, does hereby certify that attached hereto is a true and correct copy of a Resolution of Vacation of the City of Mandan, which was duly and finally passed and adopted by said Board of City Commissioners after notice of the public hearing on the request for vacation of the public right-of-way described therein had been duly published in the official newspaper of said City prior to the public hearing and final passage of said Resolution.

I do further certify that notice of the Board's approval to vacate said public right-of-way has been published and the original copy of said Resolution is on file in the office of the City Administrator of the City of Mandan.

Dated at Mandan, North Dakota, this 21st day of June, 2006.

---

James Neubauer, City Administrator  
City of Mandan, North Dakota

**PUBLIC NOTICE OF  
STREET VACATION**

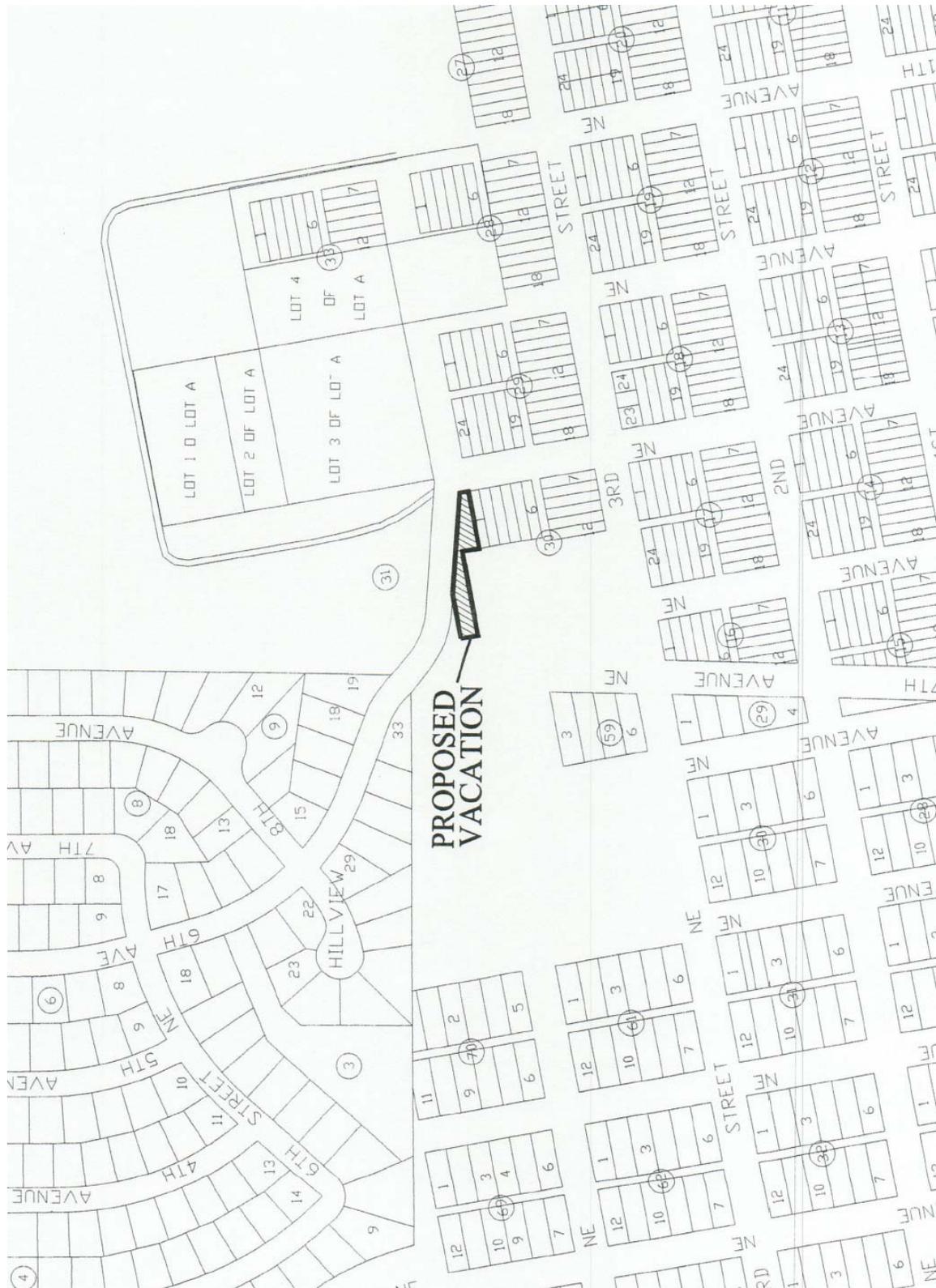
Notice is hereby given that the Mandan City Commission, on Tuesday, June 21, 2011 following a public hearing, approved a resolution vacating the public right-of-way as platted on the north boundary of Block 30, Helmsworth-McLean Addition, along 4<sup>th</sup> Street NE, in Section 26, 139N, 81W, in the City of Mandan, Morton County, North Dakota more fully described in the resolution.

This resolution is available for inspection and copying during normal working hours in the office of the City Administrator.

Dated this 21<sup>st</sup> day of June, 2011.

By: James Neubauer, City Administrator

**Please Note:** The city administrator is to cause the above notice to be published once following adoption of the street vacation resolution.





## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 15, 2011  
**SUBMITTING DEPARTMENT:** Assessing Dept  
**DEPARTMENT DIRECTOR:** Richard L Barta  
**PRESENTER:** Richard L Barta  
**SUBJECT:** 5-Year Ad Valorem Tax Exemption for  
Spence Koenig

---

**STATEMENT/PURPOSE:** To consider a five year tax exemption for a commercial structure pursuant to North Dakota Century Code 40-57.1.

**BACKGROUND/ALTERNATIVES:** Mr. Koenig is asking for an exemption on a new commercial structure. The Notice to Competitors was published in the May 27<sup>th</sup> and June 3<sup>rd</sup> editions of the Mandan News and no competitors have submitted a written protest.

The Mandan Growth Fund Committee has not yet reviewed this project.

Also, the County, the School District and the Park District were given notification of this exemption on June 15, 2011.

This structure will employ between three to five personnel and will house a retail and repair site for agricultural irrigation equipment.

This parcel is also known as Parcel #10111 at 4100 21 St SE on Lot 7, Block 1, Lakewood Commercial Park 3<sup>rd</sup> Addition.

**ATTACHMENTS:** Application.

**FISCAL IMPACT:** Approximately \$11,275.00 per year

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** N/A

Board of City Commissioners

Agenda Documentation

Meeting Date: June 21, 2011

Subject: 5-Year Ad Valorem Tax Exemption for Spence Koenig

Page 2 of 6

---

RECOMMENDATION: Approval of the requested exemption for Mr. Koenig due to meeting all requirements under state statute and also contingent upon approval from the Mandan Growth Fund Committee.

SUGGESTED MOTION: I recommend a motion to approve the request by Mr. Koenig to receive a five year tax exemption for a newly constructed commercial building due to meeting all criteria under North Dakota Century Code 40-57.1, contingent upon approval from the Mandan Growth Fund Committee.

**Application For Property Tax Incentives For  
 New or Expanding Businesses**

Pursuant to N.D.C.C. Chapter 40-57.1

Project Operator's Application To MANDAN  
City or County

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

**This application is a public record**

**Identification Of Project Operator**

1. Name of project operator SPENCE KOENIG

2. Address of project 4100 21<sup>st</sup> St SE  
 City MANDAN County Morton

3. Mailing address of project operator 3426 HEARTWOOD DR.  
 City MANDAN State ND Zip 58554

4. Type of ownership of project  
 Partnership  Subchapter S corporation  Individual proprietorship  
 Corporation  Cooperative  Limited liability company

5. Federal Identification No. or Social Security No. 501-04-1228

6. North Dakota Sales and Use Tax Permit No. 25 4833 00

7. If a corporation, specify the state and date of incorporation \_\_\_\_\_

8. Name and title of individual to contact SPENCE KOENIG  
 Mailing address 3426 HEARTWOOD DRIVE  
 City, State, Zip MANDAN ND 58554 Phone No. 701-391-9357

**Project Operator's Application For Tax Incentives**

9. Indicate the tax incentives applied for and terms. Be specific.

**Property Tax Exemption**  **Payments In Lieu of Taxes**  
5 Number of years \_\_\_\_\_ Beginning year \_\_\_\_\_ Ending year  
100 Percent of exemption \_\_\_\_\_ Amount of annual payments (attach schedule if payments will vary)

10. Which of the following would better describe the project for which this application is being made:  
 New business project  Expansion of an existing business project  
WE ARE AN EXISTING BUSINESS LOCATED AT  
A LOCATION IN BISMARCK THAT IS RENTED

Description of Project Property

11. Legal description of project real property  
4100 21st St SE  
LOT 7 Block I Lakewood Commercial Park 3rd

12. Will the project property be owned or leased by the project operator?  Owned  Leased  
If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?  
 Yes  No  
If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.

13. Will the project be located in a new structure or an existing facility?  New construction  Existing facility  
If existing facility, when was it constructed? \_\_\_\_\_  
If new construction, complete the following:  
a. Estimated date of commencement of construction of the project covered by this application 9-30-11  
b. Description of project to be constructed including size, type and quality of construction  
80 X 150 wood frame building  
c. Projected number of construction employees during the project construction 25

14. Approximate date of commencement of operations for this project 9-30-11

15. Estimated market value of the property used for this project:	16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:
a. Land ..... \$ 120,000-	a. Land (not eligible) ..... 
b. Existing buildings and structures for which an exemption is claimed ..... \$ _____	b. Eligible existing buildings and structures ..... \$ 0
c. Newly constructed buildings and structures when completed ..... \$ 550,000	c. Newly constructed buildings and structures when completed ..... \$ 27,500- <del>550,000-</del>
d. Total ..... \$ 670,000	d. Total taxable valuation of property eligible for exemption (Add lines b and c) ..... \$ 27,500- <del>550,000-</del>
e. Machinery and equipment ..... \$ 50,000-	e. Enter the consolidated mill rate for the appropriate taxing district ..... .41
	f. Annual amount of the tax exemption (Line d multiplied by line e) ..... \$ 11,275-

**Description of Project Business**

Note: "project" means a newly established business or the expansion portion of an existing business. Do not include any established part of an existing business.

17. Type of business to be engaged in:  Ag processing  Manufacturing  Retailing  
 Wholesaling  Warehousing  Services

18. Describe in detail the activities to be engaged in by the project operator, including a description of any products to be manufactured, produced, assembled or stored (attach additional sheets if necessary).

Retailer of Agriculture Irrigation Equipment,  
 Repair of Irrigation Equipment  
 Retailer of Agriculture SEED

19. Indicate the type of machinery and equipment that will be installed

Office & computer System  
 3phase power test Equipment, Hoists, forklifts, water testing.  
 SEED HANDLING EQUIPMENT

20. Projected annual revenue, expense, and net income of the project for each year for the first five years.

Year	2012	2013	2014	2015	2016
Annual revenue	\$2.5 million	\$2.6	\$2.7	\$2.8	\$2.9
Annual expense	\$23	\$2.54	2.5	2.6	2.7
Net income	<del>200,000</del> 200,000	200,000	200,000	200,000	200,000

21. Projected annual average number of persons to be employed by the project at the project location for each year for the first five years and the estimated annual payroll.

Year	2012	2013	2014	2015	2016
No. of Employees (1)	3	3	4	4	5
(2)	0	1	0	1	0
Estimated payroll (1)	200,000	210,000	250,000	260,000	300,000
(2)	0	20,000	0	25,000	0

(1) - full time  
 (2) - part time

**Previous Business Activity**

22. Is the project operator succeeding someone else in this or a similar business?  Yes  No
23. Has the project operator conducted this business at this or any other location either in or outside of the state?  
 Yes  No
24. Has the project operator or any officers of the project received any prior property tax incentives?  Yes  No
- If the answer to 22, 23, or 24 is yes, give details including locations, dates, and name of former business (attach additional sheets if necessary).

□

**Business Competition**

25. Is any similar business being conducted by other operators in the municipality?  Yes  No

If YES, give name and location of competing business or businesses

**Property Tax Liability Disclosure Statement**

26. Does the project operator own real property in North Dakota which has delinquent property tax levied against it?  Yes  No

27. Does the project operator own a greater than 50% interest in a business that has delinquent property tax levied against any of its North Dakota real property?  Yes  No

If the answer to 26 or 27 is Yes, list and explain

**Use Only When Reapplying**

28. The project operator is reapplying for property tax incentives for the following reason(s):

To present additional facts or circumstances which were not presented at the time of the original application

To request continuation of the present property tax incentives because the project has:

- moved to a new location
- had a change in project operation or additional capital investment of more than twenty percent
- had a change in project operators

To request an additional annual exemption for the year of \_\_\_\_\_ on structures owned by a governmental entity and leased to the project operator. (See N.D.C.C. § 40-57.1-04.1)

**Notice to Competitors of Hearing**

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, Spence Koenig, do hereby certify that the answers to the above questions and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.

Spence Koenig Signature      owner Title      4-30-11 Date

In compliance with the Federal Privacy Act of 1974, Public Law 93-579, the disclosure of the individual's social security number on this form is mandatory pursuant to North Dakota Century Code §§ 40-57.1-03 and 40-57.1-07. An individual's social security number is used as an identification number by the Office of State Tax Commissioner for file control purposes and record keeping.

**Certification of Governing Body (To be completed by the Auditor of the City or County)**

The municipality shall, after granting any property tax incentives, certify the findings to the State Tax Commissioner and Director of Tax Equalization by submitting a copy of the project operator's application with the attachments. The governing body, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, granted the following:

**Property Tax Exemption**       **Payments in lieu of taxes**

5 Number of years      \_\_\_\_\_ Beginning year      \_\_\_\_\_ Ending year

100% Percent of exemption      \_\_\_\_\_ Amount of annual payments (Attach schedule if payments will vary)

\_\_\_\_\_  
Auditor



Consent #2

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 17, 2011  
**SUBMITTING DEPARTMENT:** City Administrator  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:**  
**SUBJECT:** Annual Liquor License Renewals

---

STATEMENT/PURPOSE: All liquor licenses must be approved by the Board of City Commissioners on an annual basis.

BACKGROUND/ALTERNATIVES: All applications and fees have been received by all liquor license applicants.

ATTACHMENTS: List of all liquor license applicants and classes are attached.

FISCAL IMPACT: N/A

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon the establishment meeting all Fire Code, Health & Safety Code, Building Inspections and all property taxes paid.

SUGGESTED MOTION: I move to approve all Liquor Licenses for the year of July 1, 2011 – June 30, 2012. Contingent upon the establishment meeting all Fire Codes, Health & Safety Code, Building Inspection Codes and all property taxes are paid.

This is the list of applications for Annual Liquor License for July 1, 2011 - June 30, 2012.

<u>Names</u>	<u>Class</u>
<b>Clubs</b>	
1. Mandan Eagles	B
2. Mandan Moose	B
<b>Corporations</b>	
1. Stage Stop	A
2. Dean's Steakhouse	A
3. Lonesome Dove	A
4. BW-SS dba Seven Seas	C
5. B & B Inc. dba Broken Oar	A
6. Midway Lanes, Inc.	A
7. Hidden Inc. dba The Hide Away	A
8. Old Town Tavern, Inc.	A
9. The Ridge Motel	C
10. BKNP Inc. dba Roundup Bar & Grill	A
11. Triple M Corp. dba Bills Liquor	D
12. Ski's Liquor, Inc.	D
13. Colonial Lounge, Inc.	C
14. A & B Pizza	F
15. Missouri Valley Pet.dba Southside MVP	D
16. Miller & Homes, Inc.	D
17. NPC International Inc. dba Pizza Hut	F
18. Service Oil, Inc. dba Stamart	D
19. J & C Investment dba Westside Bar & Grill	A
20. Last Call Bar Inc.	A
21. Unistop Inc.	D
22. Ten Spot Lanes, Inc.	F
23. Captain Freddy's	A
24. Mysteria Theatre	A
25. Lakewood Bar & Grill LLC dba The Drink	A
26. Vicky's Sports Bar Inc	A
<b>Individual &amp; Partnerships</b>	
1. Silver Dollar Bar	A
2. Dakota Express	D
3. Rice Bowl Restaurant	F
4. Moscow	A
<b>Special B's</b>	
1. Prairie West Golf Course	Special B
2. Mandan Municipal Golf	Special B



Consent #3

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 17, 2011  
**SUBMITTING DEPARTMENT:** City Administrator  
**DEPARTMENT DIRECTOR:** Jim Neubauer  
**PRESENTER:**  
**SUBJECT:** Annual Special Sunday Openings Renewal

---

STATEMENT/PURPOSE: All Special Sunday Opening must be approved annually by the Board of City Commissioners.

BACKGROUND/ALTERNATIVES: All Special Sunday applications have been received and 1% Restaurant and Lodging taxes have been paid.

ATTACHMENTS: List of all Special Sunday Openings that have applied.

FISCAL IMPACT: \$260.00

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: Approval contingent upon applications and fees are all up to date.

SUGGESTED MOTION: I move that all annual Special Sunday Openings be approved contingent on meeting all necessary requirements.

This is a list of all applications for Special Sunday Opening.

**Special Sunday Opening On-Sale**

1. The Hide Away
2. Mandan Municipal Golf (July to October)
3. Prairie West Golf Course (July to October)
4. A & B Pizza
5. Colonial Lounge
6. Ten Spot Lanes
7. Old Town Tavern
8. Lonesome Dove
9. Midway Lanes
10. BW-SS, inc./Seven Seas (Montana Mike's)
11. Broken Oar
12. Vicky's Bar & Grill
13. Roundup Bar & Grill
14. Dean's Steakhouse
15. The Ridge Motel
16. Pizza Hut
17. Moose Lodge
18. Last Call Bar
19. Captain Freddy's
20. The Drink
21. Silver Dollar Bar (July 31, 2011 only) Buggies N Blues
22. Dean's Steakhouse
23. Mandan Eagles

**Special Sunday Opening Off-Sale**

1. Petro Serve USA
2. Southside MVP
3. Unistop
4. M & H
5. Bills Liquor
6. Dakota Express



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 14, 2011  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** City Sales Tax Collection Agreement

---

**STATEMENT/PURPOSE:** Consider entering into an agreement with the North Dakota Office of State Tax Commissioner for the administration of Mandan's local sales, use and gross receipts taxes for the 2011-2013 biennium.

**BACKGROUND/ALTERNATIVES:** The attached contract is consistent with contracts in the past and allows the State Tax Commissioner and representatives to collect the local sales and use tax, audit such information and perform other ancillary duties required to carry out this function. The contract is for the period of July 1, 2011 through June 30, 2013.

The cover letter enclosed with this contract asks for us to notify the Tax Department of annexations in a timely manner and we will continue to do so.

**ATTACHMENTS:** Contract for the period of July 1, 2011 through June 30, 2013.

**FISCAL IMPACT:** approximately \$20,125 per year. The lesser of 3% of the tax collected or \$35/permit/per year.

**STAFF IMPACT:** n/a

**LEGAL REVIEW:** Information has been provided to City Attorney Brown.

**RECOMMENDATION:** I recommend the agreement with the North Dakota Office of State Tax Commissioner for the administration of Mandan's local sales, use and gross receipts taxes for the 2011-2013 biennium be approved.

**SUGGESTED MOTION:** I move to approve the agreement with the North Dakota Office of State Tax Commissioner for the administration of Mandan's local sales, use and gross receipts taxes for the 2011-2013 biennium.



STATE OF NORTH DAKOTA  
**OFFICE OF STATE TAX COMMISSIONER**  
Cory Fong, Commissioner

---

May 23, 2011

Jim Neubauer  
Mandan City Administrator  
205 2nd Ave. NW  
Mandan ND 58554-3125

Dear Mr. Neubauer:

Enclosed are two copies of a contract authorizing the Office of State Tax Commissioner to administer the City of Mandan's local sales, use and gross receipts taxes for the 2011-2013 biennium.

The administration fee for the 2011-2013 biennium will be the lesser of \$35 per permit per year, or 3 percent of the tax collected. Based on the current number of retail businesses with sales, use and gross receipts tax permits in Mandan and the past two years history of sales and purchases, the administration fee for the City of Mandan will be \$1,677.08 per month of the city tax collections. The administration fee will be withheld from the monthly tax collections received in this office.

The financial needs facing your city continue to change each year and so do the challenges of finding revenue sources to fund these areas. My staff has indicated we do not usually receive a ninety day notice when property has been annexed into the incorporated boundary of a city. A timely notice by your city is required so we may notify businesses affected by the annexation that they have a local tax collection responsibility. When the city does not provide proper notice they may not be receiving all of their anticipated tax revenue.

Please sign the enclosed contracts and return one signed copy to the Office of State Tax Commissioner within 30 days. If you have any questions about the contract or administration of your city's sales, use and gross receipts tax, please contact Susan Rood in our Sales and Special Taxes Division at 701-328-3389.

I appreciate the strong working relationship we have developed with North Dakota's cities and counties. If our office can be of assistance to you in any way, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cory Fong".

Cory Fong  
Tax Commissioner

Enclosures

**CONTRACT FOR COLLECTION OF CITY SALES, USE AND GROSS RECEIPTS TAXES**

This contract is entered into by the Tax Commissioner of the State of North Dakota and the governing body of the City of Mandan, North Dakota through the Mandan City Administrator, under the provisions of North Dakota Century Code § 57-01-02.1.

This contract provides for services to be furnished, as follows:

1. The Office of State Tax Commissioner (Tax Commissioner) hereby assumes the responsibility of administering Ordinance 775 of the Mandan Municipal Code of Ordinances (Ordinance). The administration by the Tax Commissioner must be carried out in accordance with the relevant provisions of North Dakota Century Code Chapter 57-39.2, including reporting and paying requirements, correction of errors, payment of refunds, and application of penalty and interest.
2. The Tax Commissioner, by letter and personal contact, will inform the appropriate permit holders of their collection and remission responsibilities imposed by the Ordinance.
3. The Tax Commissioner shall design tax reporting forms which will be made available to the appropriate permit holders prior to the filing due dates.
4. The Tax Commissioner shall make available the proper rate chart(s) to the appropriate permit holders for use in computation of the state and city taxes.
5. The Tax Commissioner shall collect the tax imposed by the Ordinance on a monthly, quarterly or other periodic basis deemed necessary by the Tax Commissioner.
6. The Tax Commissioner assumes the responsibility for collection of any civil penalties due or criminal prosecution required under the Ordinance to the extent not in conflict with state law.
7. The Tax Commissioner shall certify on a monthly basis to the North Dakota State Treasurer the amount of tax payable to the City of Mandan.
8. For transactions occurring after October 1, 2005, the Tax Commissioner shall refund to purchasers the difference between the amount of sales, use, or gross receipts tax paid and the amount that would have been due by application of a cap or threshold provided by the city's ordinance or home rule charter. The refund shall exclude any refund or credit provided by the retailer at the time of purchase.
9. At the Tax Commissioner's discretion, the Tax Commissioner shall audit the appropriate permit holders.

The City of Mandan has the following responsibilities under this contract:

1. The city's Ordinance shall conform in all respects with regard to the taxable or exempt status of sales under chapters 57-39.2, 57-39.5, 57-39.6, and 57-40.2 with the exception of new mobile homes, new farm machinery, new farm irrigation equipment, and the gross receipts from coin-operated vending and coin-operated amusement.
2. The city's Ordinance shall provide for only one local tax rate; therefore, all sales, use, and gross receipts taxes will be imposed at the same rate.
3. Tax rate changes shall be effective on the first day of a calendar quarter and after ninety days notice which must be provided to the Tax Commissioner after final approval of the tax ordinance.
4. The City of Mandan shall provide the Tax Commissioner information about all boundary changes, which may include all addresses and zip codes within the changed area. For purposes of local sales, use and gross receipts taxes, boundary changes shall be effective on the first day of a calendar quarter and after ninety days notice which must be provided to the Tax Commissioner after final approval of the boundary change.
5. The City of Mandan shall provide notice to the Tax Commissioner on the continuation or termination of the local tax at least ninety days prior to the date the tax imposed by the ordinance is continued or terminated.

In consideration for the above-enumerated services for the period July 1, 2011 through June 30, 2013, the Tax Commissioner shall retain \$1,677.08 per month of the tax collected under the Ordinance.

This agreement, which supersedes any prior written or oral agreements between the parties, is effective upon the signature by the Mandan City Administrator, acting on behalf of the City of Mandan, and the Tax Commissioner for the State of North Dakota, and shall be effective through June 30, 2013.

This agreement shall be subject to renegotiation for the purpose of renewal July 1, 2013.

Dated the 20th day of May 2011, at Bismarck, North Dakota.

  
Cary Fong  
TAX COMMISSIONER

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2011 at \_\_\_\_\_, North Dakota.

\_\_\_\_\_  
Jim Neubauer  
Mandan City Administrator  
E-Mail: \_\_\_\_\_



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 14, 2011  
**SUBMITTING DEPARTMENT:** Police  
**DEPARTMENT DIRECTOR:** Chief Dennis A. Bullinger  
**PRESENTER:** Deputy Chief Paul Leingang  
**SUBJECT:** Consider the Approval of a Traffic Safety Grant Application for October 1, 2011 through September 30, 2012, from the North Dakota Department of Transportation Traffic Safety Office.

---

**STATEMENT/PURPOSE:** The Mandan Police Department is requesting Board approval for a traffic safety grant application with the North Dakota Department of Transportation Traffic Safety Office.

**BACKGROUND/ALTERNATIVES:** In conjunction with the North Dakota Department of Transportation Traffic Safety Office, the Mandan Police Department would use grant funding to conduct extra patrols in an effort to prevent deaths and serious injuries involving motor vehicle crashes due to impaired driving and seat belt violations. The grant funds would reimburse our department for overtime and mileage up to \$11,768.

**ATTACHMENTS:** Copy of grant application.

**FISCAL IMPACT:** \$11,768.00 in reimbursable funds for the time period of October 1, 2011 to September 30, 2012. No matching funds required.

**STAFF IMPACT:** Off -duty officers will be working overtime hours on a voluntary basis.

**LEGAL REVIEW:** N/A

Board of City Commissioners  
Agenda Documentation  
Meeting Date: June 21, 2011  
Subject: Approve Traffic Safety Grant Application  
Page 2 of 4

---

RECOMMENDATION: Approve the traffic safety grant application for the time period of October 1, 2011 to September 30, 2012.

SUGGESTED MOTION: Move to approve the traffic safety grant application from the North Dakota Department of Transportation Traffic Safety Office for the purpose of detecting impaired drivers and seat belt violators for the time period of October 1, 2011 to September 30, 2012.

**Application Form for Traffic Safety Enforcement**

This is an application for funds to conduct overtime traffic safety enforcement services and to request enforcement equipment in federal fiscal year 2012 (October 1, 2011 – September 30, 2012).

Please submit this application form to the North Dakota Department of Transportation Traffic Safety Office by **5 PM CST on Friday, May 27, 2011**. Completed applications must be submitted to the attention of Sandy Wilson via email at [swilson@nd.gov](mailto:swilson@nd.gov) or mail at: North Dakota Department of Transportation, Traffic Safety Office, Attn: Sandy Wilson, 608 E. Boulevard Ave., Bismarck, ND 58505-0700

**AGENCY NAME:** Mandan Police

**ENFORCEMENT COORDINATOR**

Name: Brent Wilmeth Title: Sergeant  
 Address: 205 1 Ave NW  
 City: Mandan Zip Code: 58554  
 E-Mail: [bwilmeth@mandanpd.com](mailto:bwilmeth@mandanpd.com) Phone: 701-667-3455 Fax: 701-667-3463

**Please provide your estimated hours and budget that your agency would need to conduct traffic enforcement for the period of October 1, 2011- September 30, 2012.**

**ENFORCEMENT BUDGET**

Enforcement Area	Estimated Officers OT Hours	Estimated Hourly OT Rate	Total OT Amount
Seat Belt	150	\$33	\$4950
Impaired Driving	175	\$33	\$5775

(6) Will you request reimbursement for mileage associated with conducting enforcement activities?  
 XX  Yes  No

(7) If yes, please complete the following:

Enforcement Area	Estimated Number of Miles	Mileage Reimbursement Rate	Total Amount
Seat Belt	945	.51	\$481
Impaired Driving	1102	.51	\$562

**EQUIPMENT REQUEST**

Complete the following for equipment requests. Radar/LIDAR equipment if awarded is a 75/25 percent match. With NDDOT paying the larger match up to \$1,500.00 per unit.

Radar Quantity \$  
 LIDAR Quantity \$  
 Surveillance Camera(s)  Digital  Video Quantity \$

(8) For each piece of equipment requested, please provide the following information.

Equipment	Number of Units Currently in Use	Make	Model	Year
Radar				
LIDAR				
Surveillance Cameras				

(9) How many vehicles does your department use for traffic enforcement?

(10) How many officers are on the roadway for a typical shift working traffic enforcement?

(11) If requesting equipment, please provide the number of pieces of equipment purchased in the past five years:

Equipment	With Funds Through the Office of Traffic Safety	With Funds From Your Agency Budget
Radar		
LIDAR		
Surveillance Cameras		

**Officer/Vehicle Visibility Equipment**

12. Please indicate your agency choice and quantity for either vest, magnetic strip, or vinyl cling for officer and/or car visibility. Your agency must use one of these during the regional enforcement events.

Vehicle	Quantity
Magnetic Sign	
Vinyl Window Cling	

Reflective Vests	Medium	Large	XL	XXL
Quantity				

**AUTHORIZING OFFICIAL OF APPLYING AGENCY**

Name: Brent Wilmeth

Title: SGT.

Signature: *Brent Wilmeth*

\*An electronic signature is acceptable if you wish to submit the application via email.



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 14, 2011  
**SUBMITTING DEPARTMENT:** Police  
**DEPARTMENT DIRECTOR:** Chief Dennis A. Bullinger  
**PRESENTER:** Deputy Chief Paul Leingang  
**SUBJECT:** Consider Acceptance of a Memorandum of Understanding with the United States Marshals Service for Enforcement of the Adam Walsh Act.

---

STATEMENT/PURPOSE: To sign a Memorandum of Understanding with the United States Marshals Service to investigate and/or arrest violators of the Adam Walsh Act.

BACKGROUND/ALTERNATIVES: This is a joint effort between the Mandan Police Department and the United States Marshals Service to investigate and/or arrest local, state and federal fugitives in an effort to improve public safety, reduce violent crime and reduce the number of non-compliant sex offenders. The MOU will provide up to \$1,000 in reimbursement for overtime hours.

ATTACHMENTS: Copy of Signed Memorandum of Understanding with the USMS.

FISCAL IMPACT: \$1,000 in reimbursable funds in fiscal year 2011. No matching Funds required.

STAFF IMPACT: Off-duty officers will be working overtime hours as assigned.

LEGAL REVIEW: City Attorney

RECOMMENDATION: Sign the Memorandum of Understanding with the United States Marshals Service and accept reimbursement up to \$1,000 for overtime.

SUGGESTED MOTION: Move to approve the signing of the Memorandum of Understanding with the United States Marshals Service for the enforcement of the Adam Walsh Act.

**United States Marshals Service  
Short-Term Joint Operation – Memorandum of Understanding**

---

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the participating agency and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B) and 42 U.S.C. § 16941(a). Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender. This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

**MISSION:**

The primary mission of the operation is to investigate and/or arrest, as part of temporary, short-term joint law enforcement operations, persons who have active state arrest warrants adopted by the USMS and/or federal warrants for their arrest and/or who are in potential violation of the Adam Walsh Act. The intent of this joint effort is to investigate and/or arrest local, state, and federal fugitives, to improve public safety, reduce violent crime, and reduce the number of fugitive non-compliant sex offenders.

**PERIOD OF PERFORMANCE/EFFECTIVE DATE/TERMINATION:**

Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation's conclusion.

**PERSONNEL:**

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

**REIMBURSEMENT:**

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide support to USMS joint law enforcement operations; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the joint operation during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests

for reimbursement for equipment, supplies, training, fuel, and vehicle leases. **Reimbursable Funds for all USMS approved expenditures are capped at no more than \$1,000.00.**

**USE OF FORCE:**

All members of the participating agency shall comply with their agencies' guidelines concerning the use of firearms and deadly force. All members of the participating agency shall comply with United States Justice Department guidelines concerning the use of less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

**NEWS MEDIA:**

Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

**RELEASE OF LIABILITY:**

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

Operation S.A.F.E.R.  
Operation Name

Mandan Police Department  
Participating Agency Name

Dennis A. Bullinger  
Participating Agency Representative

6-13-11  
Date

[Signature]  
United States Marshal

D/ND  
Participating USMS District

6/16/11  
Date



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21<sup>st</sup>, 2011  
**PREPARATION DATE:** June 16<sup>th</sup>, 2011  
**SUBMITTING DEPARTMENT:** Engineering  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider a change of zoning of Heart Ridge Addition from A (Agricultural) to RM (Multi-Family Residential), R3.2 (Two-Family Residential) and R7 (Single-Family Residential)

STATEMENT/PURPOSE: The purpose of the zone change is for residential development.

BACKGROUND/ALTERNATIVES: The zone change was approved by the Planning & Zoning Commission on May 23<sup>rd</sup>, 2011. The RM (Multi-Family Residential) lots were restricted to 5 units per acre due to area residents concerned about adding to much traffic to 8<sup>th</sup> Avenue SE.

ATTACHMENTS:

1. Office Report
2. Map
3. Ordinance 1097

FISCAL IMPACT: Minimal

STAFF IMPACT: Minimal

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

RECOMMENDATION: To change the zoning from A (Agricultural) to RM (Multi-Family Residential), R3.2 (Two-Family Residential), R7 (Single-Family Residential).

SUGGESTED MOTION: To approve the zone change to RM (Multi-Family Residential), R3.2 (Two-Family Residential), R7 (Single-Family Residential), with RM zoning restricted to 5 units per acre.

**MANDAN PLANNING OFFICE REPORT**  
**May 19, 2011**

Applicant: Lance and Gail Wachter

Owner: same

Developer:

Land Surveyor:

Requested Action: Zone Change

Name of Subdivision: Heart Ridge Addition

Legal Description: Part of the East ½ of the SE ¼ of Section 34, Township 139N, Range 81W.

Location: Northwest corner of 19<sup>th</sup> Street SE and 8<sup>th</sup> Avenue SE.

Parcel Acreage: 45.94

Number of Blocks: 5                      Number of Lots: 59

Preliminary Plat Approval: Heart Ridge Masterplan

Existing Land Use: Vacant

Proposed Land Use: Residential

Adjacent Land Use: Residential, School, Group Home

Existing Zoning: A (Agricultural)

Proposed Zoning: R7 (Single-Family Residential), R3.2 (Two-Family Residential), RM (Multi-Family Residential).

Adjacent Zoning: A (Agricultural), R7 (Single-Family), RM (Multi Family), LSMHS (Large scale mobile home).

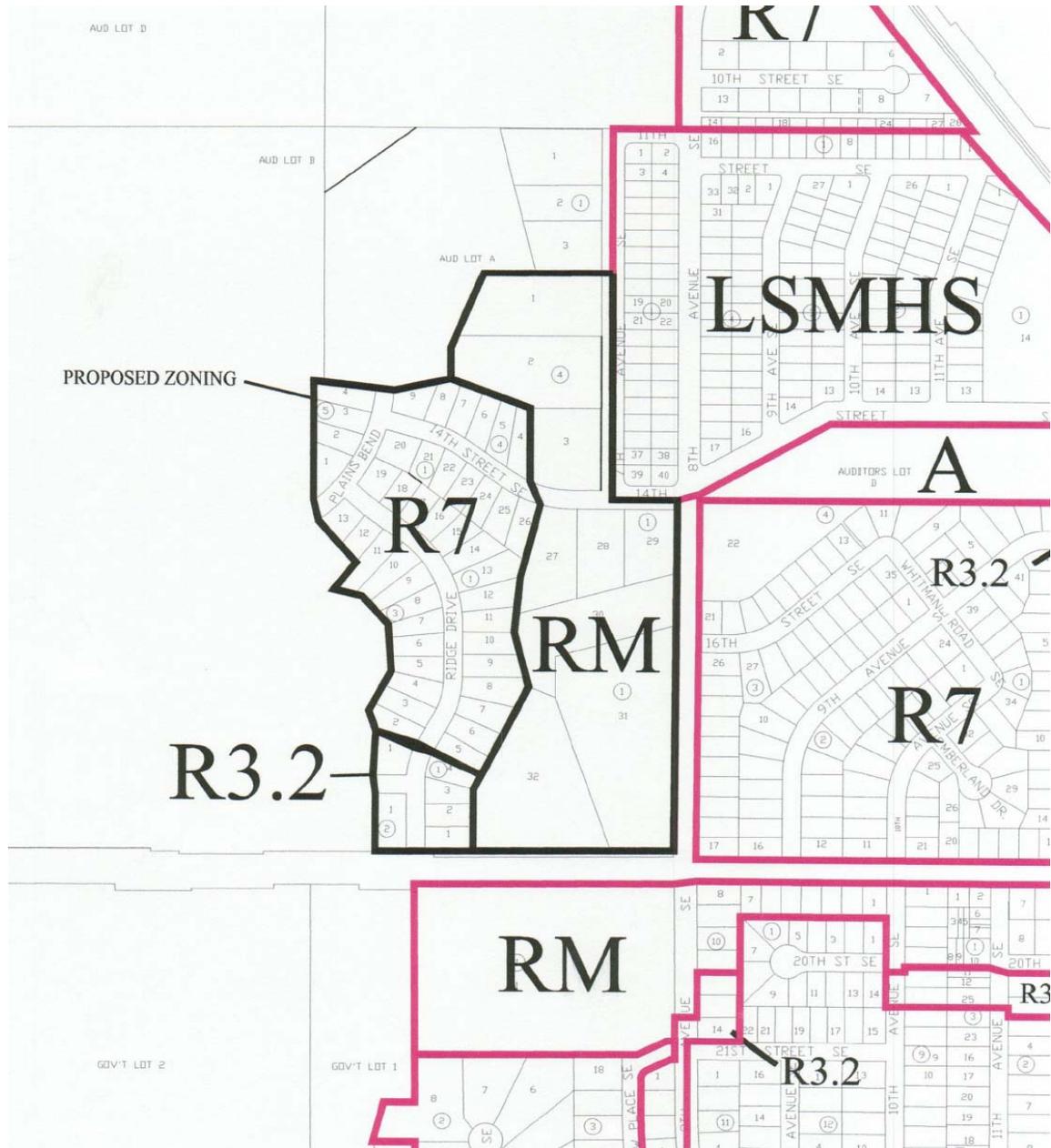
Fee Required: \$150.00

Date Received: May 2, 2011

Adjacent Property Owner Notification: May 13, 2011

Dates of Legal Notices: May 13<sup>th</sup> & 20<sup>th</sup>, 2011

Recommendation: Planning office recommends approval.



**AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF THE  
MANDAN MUNICIPAL CODE RELATING TO DISTRICT  
BOUNDARIES AND ZONING MAP.**

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

**SECTION 1. AMENDMENT.** Section 21-03-02 of the Mandan Municipal Code is  
amended to read as follows:

The following described property located within the City of Mandan shall be  
excluded from the A (Agricultural) zoning and shall be included in the following:

- Lots 27-32, Block 1 to RM (Multi-Family Residential), restricted to 5 units per acre.
- Lots 1-4, Block 1 to R3.2 (Two-Family Residential).
- Lot 1, Block 2 & Lot 1, Block 3 to R3.2 (Two-Family Residential).
- Lots 5-26, Block 1; Lots 2-13, Block 3; Lots 4-9, Block 4, Lots 1-4, Block 5 to R7  
(Single-Family Residential).

namely,  
Heart Ridge Addition in Section 34, Township 139N, Range 81W .

And as so amended said section is hereby reenacted. The purpose of the zone change is  
residential development. The city administrator is authorized and directed to make the  
necessary changes upon the official zoning map of the city in accordance with this  
section.

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

Attest:

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

Public Hearing:	<u>May 23<sup>rd</sup>, 2011</u>
First Consideration:	<u>June 21<sup>st</sup>, 2011</u>
Second Consideration and Final Passage:	<u>July 5<sup>th</sup>, 2011</u>
Publication Date:	_____



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 17, 2011  
**SUBMITTING DEPARTMENT:** Administration  
**DEPARTMENT DIRECTOR:** Jim Neubauer, City Administrator  
**PRESENTER:** Jim Neubauer, City Administrator  
**SUBJECT:** Personnel Actions

---

STATEMENT/PURPOSE: To consider personnel actions.

BACKGROUND/ALTERNATIVES: There are two actions that would require board action:

- 1) Consider upholding the recommendation from the Civil Service Commission regarding the suspension of Vicki Fleck. The Civil Service Commission held a hearing on April 26, 2011 and issued its findings and recommendations on May 2, 2011. The time period for Ms. Fleck to appeal such findings and recommendations has expired. It is now up to the board to consider its findings and recommendations.

ATTACHMENTS: n/a

FISCAL IMPACT: n/a

STAFF IMPACT:

LEGAL REVIEW: Attorney Brown has been involved in the Civil Service Commission recommendation.

RECOMMENDATION: I recommend approving the Civil Service Commission findings and recommendation.

SUGGESTED MOTION: I move to approve the Civil Service Commission findings and recommendation.



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 15, 2011  
**SUBMITTING DEPARTMENT:** Water Treatment Plant  
**DEPARTMENT DIRECTOR:** Duane Friesz, WTP Superintendent  
**PRESENTER:** Duane Friesz, WTP Superintendent  
**SUBJECT:** Change order Residual Management Facility –  
Truck / Truck box and tags

---

**STATEMENT/PURPOSE:** The amount of the change order is above \$25,000. Pursuant to our change order policies, the city commission must consider the request.

**BACKGROUND/ALTERNATIVES:** This change order addresses purchasing a new truck for the Residual Management Facility. The City can purchase a Truck using the State bid, and therefore, I am asking the Board to waive the City bidding policy. The City will also need to bid a box and 2 tag axels for the new truck. The estimated price for truck, 2 tag axels and box is \$140,000.

**ATTACHMENTS:** #1 Summary of the project budget.  
#2 Change order form.  
#3 State bid form.

**FISCAL IMPACT:** The original budget for the Residual Management Facility was \$7,000,000; the total current project costs are \$6,807,642.67 and therefore, the new truck, box and 2 tag axels are within borrowing capacity.

**STAFF IMPACT:** N/A

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

**RECOMMENDATION:** I recommend approval of the attached change order.

**SUGGESTED MOTION** I move that this change order be approved and the city waive the bidding policy for the truck purchase.

Mandan, ND - Water Treatment Facility  
 Residuals Management Facility Expansion  
 P00510-2008-01  
 Summary of Project Budget

Construction Contracts	Original Contract Price	Anticipated Change Orders to Date	Total
Swanberg	\$ 3,939,000.00	\$65,046.00	\$ 4,004,046.00
Central Mechanical	\$ 660,800.00	\$20,401.67	\$ 681,201.67
John's Refrigeration	\$ 538,000.00	\$9,395.00	\$ 547,395.00
Subtotal			\$ 5,232,642.67

Engineering Services	BUDGET	JTD	BALANCE
Preliminary Design Phase	\$ 115,000.00	\$ 115,000.00	\$ -
Design Phase	\$ 620,000.00	\$ 615,973.66	\$ 4,026.34
Bidding Phase	\$ 40,000.00	\$ 36,129.50	\$ 3,870.50
Construction Phase	\$ 640,000.00	\$ 288,669.39	\$ 351,330.61
I&C Phase	\$ 80,000.00	\$ 7,067.00	\$ 72,933.00
Post Construction Phase	\$ 80,000.00	\$ -	\$ 80,000.00
Subtotal	\$ 1,575,000.00	\$ 1,062,839.55	\$ 512,160.45

SRF Funding \$ 7,000,000.00

Total Available Funding \$ 7,000,000.00

Total Project Costs (Construction Contracts and Engineering) \$ 6,807,642.67

Subtotal Funding Remaining	\$ 192,357.33
----------------------------	---------------

Budget for Truck with Box and Extra Axle \$ 140,000.00

Subtotal Funding Remaining	\$ 52,357.33
----------------------------	--------------

Budget for Considered Change Orders and Contingencies \$ 25,000.00

Anticipated Funding Remaining	\$ 27,357.33
-------------------------------	--------------

P00510-2008-01

Summary of Change Orders

Swanberg Construction

Original Contract Price \$ 3,939,000.00

CO #	Description	Amount	Status	Contract Price	Over/Under
G-1	1 Install push-pole in lieu of relocating guy lines at Tesoro overhead power lines.	\$2,999.00	Approved and Paid		
	2 Exploratory excavation at raw water line to determine if leak exists.	\$1,634.00	Approved and Paid		
	<b>Total Change Order G-1</b>	<b>\$4,633.00</b>		\$3,943,633.00	\$4,633.00
G-2	Provide labor, equipment, and materials to replace the bearings in the existing 38-foot SCB.	\$30,533.00	Approved	\$3,974,166.00	\$35,166.00
G-3	WCD G-1 and G-2: Revised construction joint, granular fill, waterstop, void form, and modifications for revised filter press size.	\$0.00			
	2 WCD G-3: Delete culvert.	(\$1,105.00)			
	3 WCD G-4: Door modifications.	\$865.00			
	4 WCD G-5: Chlorine Room modifications.	\$16,034.00			
	5 Adding 6" drain piping for the plate pump water tank in Room 107.	\$1,536.00			
	6 Install ballasted roofing system in lieu of fully adhered system and change roof blocking.	(\$4,980.00)			
	<b>Total Change Order G-3</b>	<b>\$12,350.00</b>	Approved.	\$3,986,516.00	\$47,516.00
Pending	1 WCD-G6: Labor, equipment, materials for curb for guardrail attachment.	\$3,530.00	Need to draft change order.		
	2 WCD G-7: Siemens coordination items.	\$10,000.00	<b>Price listed is an estimate only.</b> WCD issued and waiting for pricing.		
	3 Asphalt modifications, NW corner of building. Anticipate 441 sf pavement.	\$3,000.00	<b>Price listed is an estimate only.</b> WCD needs to be issued for pricing.		
	4 Project/warning signage.	\$1,000.00	<b>Price listed is an estimate only.</b> WCD needs to be issued for pricing.		
	<b>Total Pending Change Orders</b>	<b>\$17,530.00</b>		\$4,004,046.00	\$65,046.00
<b>Total Change Orders</b>		<b>\$65,046.00</b>			

**CHANGE ORDERS CONSIDERED**

CO #	Description	Amount	Status	Contract Price	Over/Under
NA	Labor, equipment, materials to replace the existing 6" filter drain/rewash valves on filters #8-11.	\$22,288.00	Not accepted.		

P00510-2008-01  
 Summary of Change Orders  
 Central Mechanical

Original Contract Price \$ 660,800.00

CO #	Description	Amount	Status	Contract Price	Over/Under
M-1	WCD M-1: Chlorine room modifications	\$14,658.08	Approved.	\$ 675,458.08	\$ 14,658.08
Pending	WCD M-2: Siemens coordination items	\$5,743.59	<b>Need to draft change order.</b>	\$ 681,201.67	\$ 20,401.67
<b>Total Change Orders</b>		<b>\$20,401.67</b>			

<b>CHANGE ORDERS CONSIDERED BUT NOT ACCEPTED</b>					
CO #	Description	Amount	Status	Contract Price	Over/Under

P00510-2008-01  
 Summary of Change Orders  
 John's Refrigeration

Original Contract Price \$ 538,000.00

CO #	Description	Amount	Status	Contract Price	Over/Under
E-1	WCD E-1: Chlorine room modifications	\$6,895.00	Routing for signature.	\$ 544,895.00	\$ 6,895.00
Pending	WCD E-2: Siemens coordination items.	\$2,500.00	<b>Price listed is an estimate only.</b> WCD issued and waiting for pricing.	\$ 547,395.00	\$ 9,395.00
Total Change Orders		<b>\$9,395.00</b>			

<b>CHANGE ORDERS CONSIDERED BUT NOT ACCEPTED</b>					
CO #	Description	Amount	Status	Contract Price	Over/Under

# CONTRACT CHANGE ORDER FORM

## DEPARTMENT

Contract between the City of Mandan and Truck Supplier (Request to Bid)

Contract Number: ? Change Order Number: ?

Project/Subproject: WTP Sludge Plant Original Contract Amt: \$6,712,800 (all contracts)

Project Description: Hauling Truck to match new equipment and meet volume/load restrictions

Previous Contract Amount: \$6,807,642,67

Change Order Amount: \$140,000 (budgeted)

Original Contract Date:  Change in Contract Timeline: N/A

Within Project Scope: (Y) N Within Project Funding: (Y) N

Type of Change Order:

Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues, and building inspector changes.

Design-related Change Order: These change orders include unforeseen conditions that affect the appearance, layout, functionality, dimensions, and/or quality of the project.

Emergency Field Condition Change Orders: These change orders include any condition that causes an emergency situation where safety or other immediate losses may occur.

X Other: Equipment Purchase  
(describe)

Project Manager (Department Head) Signature (<\$25,000): \_\_\_\_\_  
Date

## ADMINISTRATION

City Administrator Signature (<\$50,000): \_\_\_\_\_  
Date

Add to Commission Consent Agenda

## COMMISSION APPROVAL

Commission Approval Date: \_\_\_\_\_

Attach Minutes for Commission Approval

## Fiscal

Comments: \_\_\_\_\_

**TO ALL DEPARTMENTS:** Please attach a copy of the change order.



**INVITATION FOR BID**  
 State of North Dakota  
 OMB/Central Services Division

State Procurement Office  
 14<sup>th</sup> Floor Capitol Tower – Dept 012  
 600 East Boulevard  
 Bismarck, ND 58505-0310

<b>Bid Number:</b> Invitation For Bid (IFB) 110.7-11-008		<b>Bid Title:</b> CURRENT MODEL TRUCK	
<b>Date Issued:</b> 01/25/2011		<b>Procurement Officer:</b> Dillys Bach	
<b>Deadline for Questions:</b> 02/08/2011		<b>Telephone:</b> 701-400-4589	<b>Fax:</b> 701-328-0109
<b>Bid Opening Date and Time:</b> 02/16/2011 - 2:00 PM CT		<b>E-mail:</b> dbach@nd.gov	
<b>Term Contract Number:</b> 378		<b>Contract period: See Special Terms and Conditions</b>	

You are invited to participate in this Invitation for Bid. Please submit your bid response in conformance with the instructions specified herein. By submitting a bid response, the bidder agrees and promises to sell, furnish, and deliver to the State all commodities and services contained in this Invitation for Bid for which a contract is awarded by the State. The bidder shall fully perform the contract in accordance with the all specifications, terms and conditions, and requirements contained in the Invitation for Bid and shall comply with all applicable provisions of the North Dakota Century Code Chapters § 54-44.4, 46-02, 44-08 and North Dakota Administrative Code Chapter 4-12, made a part of the Invitation for Bid and contract by reference.

Written acceptance of the bidder's bid response by the State, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the State of North Dakota, acting through the Purchasing Agency named above, and the bidder named below:

<b>Bidder Company Name:</b>			
<b>Street Address:</b>			
<b>P.O. Box:</b>	<b>City</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Toll Free Telephone:</b>	<b>Telephone:</b>	<b>Fax:</b>	
<b>Federal I.D. or Social Security No.:</b>		<b>E-Mail:</b>	
<b>Type or Print Name of Person Signing:</b>		<b>Title:</b>	
<b>Authorized Signature:</b>			
<p><b>(For State Use Only) – Acceptance: Bid response accepted and contract awarded.</b>  <b>STATE OF NORTH DAKOTA, OFFICE OF MANAGEMENT AND BUDGET, acting through its State Procurement Office:</b></p>			
By _____		Title _____	
Signature _____		Date _____	

## Mailing Instructions

Mail a completed and signed Invitation for Bid Front Cover Page, printed copy of the completed Bid Response Form, and CD of the completed Bid Response Form, Excel format only, in a sealed envelope to the address listed below. Bid responses received after the date and time specified on the cover sheet of this Invitation for Bid will be rejected. Address the envelope containing your response in the following manner:

**BID NUMBER – 110.7-11-008**  
**BID OPENING DATE – 02/16/2011**  
**State Procurement Office**  
**14<sup>th</sup> Floor Capitol Tower – Dept 012**  
**600 East Boulevard**  
**Bismarck, ND 58505-0310**

**Bidder Checklist.** Have you remembered to:

- **Sign your bid response on the IFB front cover sheet?**
- **Submit any required Bid Response Forms, or enclosures, if applicable?**
- **Review all instructions, terms and conditions, and specifications to ensure your bid response complies?**
- **Prepare your price in the specified unit of measure, F.O.B. Destination, Freight Prepaid to the delivery location listed on the cover sheet?**
- **Initial all changes and corrections?**
- **Indicate whether you can meet the delivery date indicated on the Bid Response Form?**
- **Mark the envelope as indicated above?**

## Bidder's Instructions

1. **Addition of Terms and Conditions.** Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by the Purchasing Agency. Bids with any additional terms and conditions may be rejected as non-responsive.
2. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodation can be made.
3. **Bid Held Firm.** Bids are not awarded at the bid opening. Bid responses will be firm for 30 days, unless otherwise specified by the Procurement Officer in writing.
4. **Bid Opening.** All bids received by the time and date of the bid opening will be publicly opened by the Purchasing Agency at the location indicated on the cover sheet of this solicitation. Interested parties are invited to attend the bid opening. After the bid opening, all bids received are subject to North Dakota open records laws.
5. **Corrections.** The bidder's authorized representative must initial any corrections (i.e. erasers, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.
6. **Facsimile or Electronic Bid Submittals.** Bid responses faxed or electronically submitted to the Purchasing Agency will be rejected. Bids may be faxed to a third party who will put it in a sealed envelope and deliver it to the Purchasing Agency before the date and time specified in the solicitation.
7. **Late Bids.** It is the bidder's responsibility to ensure that a bid response is received by the Purchasing Agency prior to the date and time specified for the opening. Late bid responses will be rejected regardless of the degree of lateness or the reason, unless the delay is due to the error of the purchasing agency and discovered before the selection of the successful bidder.

8. **Minor Informalities.** The State reserves the right to waive minor informalities in bid responses in accordance with N.D.A.C. § 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.
9. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.
10. **Packaging.** All commodities and equipment are to be delivered and packaged strongly and securely according to accepted commercial practices.
11. **Preference Law.** If bids are received from nonresident (out-of-state) bidders, the Procurement Officer will apply reciprocal preference, if applicable, in accordance with N.D.C.C. § 44-08-01. Visit the State Procurement Office website for guidelines on North Dakota preference laws: <http://www.nd.gov/spo/legal/guidelines/>.
12. **Prices, Currency.** All prices must be in United States currency.
13. **Pricing, Unit and Total Prices.** The unit price is to be according to the unit of measurement specified in the solicitation. In the event of mathematical differences between the unit price and extended total, the unit price will prevail.
14. **Protests.** An interested party may protest the solicitation within seven days before the bid opening or protest the Notice of Intent to Award or the award within seven days after receiving notice in accordance with N.D.C.C. § 54-44.4-12 and N.D.A.C. § 4-12-14. Seven calendar days after award or issuance of the Notice of Intent to Award it will be assumed that all interested parties knew or should have known all the facts surrounding the award.
15. **Questions and Clarifications.** All questions and requests for clarification must be addressed to the Procurement Officer and received by the deadline specified on the cover sheet or no later than seven days before the opening date. The requirements of this solicitation can only be altered by written amendment of the solicitation. Verbal communications from whatever source are of no effect.
16. **Rejection.** The State reserves the right to reject any and all bids in whole or in part. Bid responses will be rejected if:
  - the bid response is not legible.
  - the bid response is not completed as requested.
  - the bid response is faxed to the Purchasing Agency.
  - the bid response is not responsive to the specifications or other requirements of the solicitation.
  - the bid response is received after the time and date specified.
  - the bidder was required to be registered as an approved bidder by the deadline for receipt of bids, and failed to do so.
  - the bidder is determined to be not responsible, in accordance with N.D.A.C. § 4-12-11-04.
17. **Signature.** The bidder or the bidder's duly authorized agent or representative must provide their printed name, title and sign the bid response.
18. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the State will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Procurement Officer will notify the bidder of the rejection.
19. **Specifications, Compliance.** All bid responses must comply with the specifications contained in the Invitation for Bid, and the successful bidder will be held responsible. Failure to meet specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must contact the Procurement Officer by the deadline for questions or at least seven days before the opening, so the Procurement Officer can determine whether the specifications need to be amended.

20. **Withdrawal or changes to a bid response prior to the bid opening date and time.** Before the bid opening date and time, the bidder or the bidder's authorized representative may withdraw or change a bid response by making a written request to the Procurement Officer.
21. **Withdrawals after the bid opening date and time.** After the opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by the Purchasing Agency. Bidders repeatedly withdrawing bids after the opening date may be removed from the State bidders list.

### **GENERAL CONTRACT TERMS AND CONDITIONS**

1. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to race, color, religion, sex, national origin or physical handicap.
2. **Applicable Law and Venue.** This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.
3. **Assignments and Subcontracts.** The contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the State.
4. **Binding Contract.** Written acceptance of a bid response by the Purchasing Agency in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement between a Bidder and the Purchasing Agency will have no force or effect unless reduced to writing.
5. **Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.
6. **Compliance with Public Records Law.** The contractor understands that, except for disclosures prohibited under North Dakota open records laws related to confidentiality, N.D.C.C. § 44-04-18, the State must disclose to the public upon request any records it receives from contractor. The contractor further understands that any records which are obtained or generated by the contractor under this contract, except for records that are confidential under N.D.C.C. § 44-04-18, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. The contractor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request. Bid responses are exempt records until the time and date of the bid opening.
7. **Confidentiality.** The contractor agrees not to use or disclose any information it receives from the State under this contract that the State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the State. The State agrees not to disclose any information it receives from the contractor that has previously been identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of the State and the contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.
8. **Contract Amendment.** After a binding contract has been entered into, no changes (i.e. substitution of product or a price adjustment) may be made, unless prior written approval has been obtained from the Purchasing Agency.
9. **Inspection and investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

10. **Material and Workmanship.** All material and workmanship shall be subject to inspection and testing by the State either at the point of manufacturer, place of storage, or upon receipt.
11. **Payment Terms.** Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to the Purchasing Agency.
12. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Purchasing Agency will furnish a tax exempt certificate upon request.

### **SPECIAL TERMS AND CONDITIONS**

1. **Approved Bidder Registration.** The Bidder must comply with the following registration requirements to become an approved bidder as set forth in N.D.C.C. § 54-44.4-09 and this solicitation:
  - **Bidders Must Be Approved By Time Set For Bid Opening.** Bids will only be accepted from those bidders who have become approved bidders prior to the opening date and time. Bids submitted by Bidders that failed to become registered will be rejected. Visit State Procurement Online (SPO) at [www.nd.gov/spo](http://www.nd.gov/spo) to check whether your company is currently an Approved Bidder on the State's bidder list. Bidder registration information and forms are available on the website. Contact the ND State Procurement Office at 701-328-2683 or [infospo@nd.gov/spo](mailto:infospo@nd.gov/spo) for assistance.

Placement on the State Bidders List does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the State Procurement Office (Fax 701-328-1615). Visit the website for forms: <http://www.nd.gov/spo/vendor/registry/>

2. **Award.** Award will be made to the responsible bidder with the lowest priced bid that is responsive to the specifications and all other requirements stated herein. Award will be made as follows:
  - Split award per item.
3. **Bid Results.** After an award decision is made, bid results will be available by contacting the State Procurement Office for the award summary will be sent electronically, or visiting the office during regular working hours- Mon-Fri. 8:00 to 4:30. Bidders may request a bid summary to be mailed by submitting a stamped, self-addressed envelope.
4. **Contract Period.** The contract issued as a result of this solicitation will be for the period from approximately 03/01/2011 thru 12/31/2011, inclusive, with the option to renew the contract for maximum of one additional one-year periods or an additional up to twelve months extension, upon mutual agreement, as set forth in a written amendment to the contract.  
**Note: Contract ending date may be amended to correspond with the Fleet order cut-off date, upon request from the contractor.**
5. **Contract Estimated Volume.** The volume of this contract for the first year is estimated as listed in the Bid Response. Second year estimates is 21 units. Estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and anticipated usage. The contractor or contractors will be required to furnish actual requirements upon receipt of an order. This contract will not include items of a similar nature, which must be bought for emergency use.
6. **Contract Termination**
  - a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
  - b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

**c. Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:

- 1) If the contractor fails to provide services required by this contract within the time specified or any extension agreed to by the State; or
- 2) If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.
- 3) The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**d. Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

7. **Cooperative Purchasing.** This contract is a cooperative purchasing contract which is made available to other government entities under N.D.C.C. 54-44.4-13. "Government entities" includes counties, cities, townships, institutions under the jurisdiction of the State Board of Higher Education, public primary and secondary educational entities, governmental boards and commissions, and nonprofit entities established on behalf of public entities (such as the ND Association of Counties and ND League of Cities). This contract is an open-ended cooperative purchasing contract. "Open-ended" means that other government entities may participate in this contract, but participation by other governmental entities is not mandated or guaranteed
8. **Delivery.** The contractor must deliver commodities and services by the required time. If after receiving the order, the contractor learns that the delivery requirements cannot be met, the contractor must immediately notify the Purchasing Agency by telephoned, in writing using e-mail or mail of the delay and the approximate date delivery may be expected.
  - Delivery must be made within 90 -120 days, dependent on manufacturer' production schedule, after the contractor receives an order from the Purchasing Agency.
9. **Freight and F.O.B. Point.** Delivery and passage of title under this contract shall be as follows. Delivery will be F.O.B. Box and Hydraulics installer, contractor will be notified of delivery point(s). The freight is to be included in the price of the products. Title will pass to Purchasing Agency upon delivery to the specified destination.
10. **Insurance.** The State and Contractor each shall secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$250,000 per person and \$1,000,000 per occurrence.
11. **Indemnification.** The State and the Contractor each agrees to assume its own liability for any claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.
12. **Pricing.** Pricing under this contract shall be as follows:

**Pricing, Firm-Fixed with Adjustment Provisions.** The total bid price is to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the first 120 days of the contract period, after which time the contractor may submit a request for a price increase to the Procurement Officer. Requests for a price increase or decrease must include a copy of the manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers. The State

reserves the right to accept or reject, within 30 days, or cancel the contract. The price changes will become effective as set forth in a written amendment to the contract. All shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

## **SPECIFICATIONS**

Bidder must offer and the successful bidder must comply with the following specific requirements to be considered responsive to this solicitation.

**1. Successful bidders must furnish the following at the time of delivery of the vehicles:**

- a. Certificate of origin.
- b. Warranty, warranty book, and identification plate (if used).
- c. Key numbers all vehicles.

**2. Vehicle Specification Compliance Form: Each bid item refers to a specification number and corresponding specifications.**

See separately attached North Dakota Department of Transportation Specification Compliance Form for CURRENT PRODUCTION YEAR MODEL TRUCKS, as specified in the attachments below:

Attachment #1 – 11-SSP-22-2UBRW  
Attachment #2 – 11-SSP-22-2UBLW  
Attachment #3 – 11-SSP-21-1UB

**3. ADDITIONAL VEHICLE SPECIFICATIONS**

- a. Accessories, equipment, and component parts shall be factory installed. Prior approval by the ND State Procurement Office may be granted for those items not made or installed at the factory. Advertised standard equipment cannot be deleted without approval by the State Procurement Office.
- b. **OPTIONS:** Any additional options not listed in this IFB and requested after award are to be billed at dealer Invoice plus 3% handling. All deleted Options will be deleted at dealer invoice. Upon request, the Contractor shall supply an Option Invoice Pricing List.

**4. Bidders are required to return the following as part of their bid response package:**

- a. A signed Contract (Front page of this IFB).
- b. The completed Bid Response Form (Bid Response )
- c. The completed Specification Compliance Form for **Each Vehicle** being bid.

**5. Dealer Order Receipt Acknowledgement (w/reference to P.O. Number) or similar document shall be furnished within 15 days to:**

**North Dakota Transportation Bldg.  
Attn: Tim Paul, Truck Fleet Manager  
State Fleet Services  
608 E Blvd.  
Bismarck, ND 58505-0700**

## BID RESPONSE

2011 CURRENT MODEL TRUCK					
ITEM 1.		SPEC. NO. and DESCRIPTION	MAKE	MODEL	EACH PRICE
11-SSP-22-2UBRW		<b>TRUCKS: TANDEM AXLE</b> 58,000 LB G.V.W., 80,000 LB, G.C.W. - INTL 7600, MACK GU803, as per Specification # SSP-22-2UBRW ➤ To be fitted with rear-mounted Snow Wings attached on the right side and an underbody Scraper Blade.			
EST QTY	18				
ITEM 2.		SPEC. NO. and DESCRIPTION	MAKE	MODEL	EACH PRICE
11-SSP-22-2UBLW		<b>TRUCKS: TANDEM AXLE</b> 58,000 LB G.V.W., 80,000 LB.G.C.W. - INTL 7600, MACK GU803, as per Specification # SSP-22-2UBLW			
EST QTY	2				
ITEM 3.		SPEC. NO. and DESCRIPTION	MAKE	MODEL	EACH PRICE
11-SSP-21-1UB		<b>TRUCK: REAR WHEEL DRIVE</b> 39,000 LB G.V.W., 60,000 LB. G.C.W.- INTL 7400, MACK GU712 ( Setback front axle not acceptable), as per Specification# SSP-21-1UB			
EST QTY	1				

Bidders proposed delivery time:  
**ARO**

**BIDDER NAME:** \_\_\_\_\_



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 14, 2011  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Ellen Huber, Business Development & Communications Director  
**SUBJECT:** Agreements for transfer of 116 E Main to MM Restaurant Group

---

**STATEMENT/PURPOSE:** To consider purchase agreement and business incentive agreements for the transfer of the city-owned building at 116 E Main to MM Restaurant Group.

**BACKGROUND/ALTERNATIVES:** The City Commission at its June 7, 2011, meeting voted to pursue a proposal submitted by MM Restaurant Group for a \$1 purchase of the 116 E Main property in return for an estimated \$250,000 investment in property improvements to include a new roof, fire service water line and fire suppression system, and a building expansion. The purpose is for operation of Mama Maria's Italian Restaurant. The restaurant group has been successfully operating in East Grand Forks, Minn., since 2009.

The proposed purchase and business incentive agreements stipulate requirements for the \$1 transfer of the building with accountability provisions in the event of non-performance.

**ATTACHMENTS:** Purchase and business incentive agreements.

**FISCAL IMPACT:** The proposed purchase agreement stipulates that the buyer will reimburse the seller for the \$1,500 minimum commission to the real estate agents. The business incentive agreement asks the buyer to waive rights to the Retail and Restaurant Incentive Program.

**STAFF IMPACT:** Minimal oversight will be required.

**LEGAL REVIEW:** Attorney Brown has prepared and reviewed the agreements.

RECOMMENDATIONS: To approve the purchase and business incentive agreements as proposed.

SUGGESTED MOTION: I move to approve the purchase and business incentive agreements for 116 E Main as proposed.

## BUSINESS INCENTIVE AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between MM Restaurant Group, Inc. whose principal office is located at 211 DeMers Ave, East Grand Forks, MN, 56721, (öDeveloperö) and the City of Mandan, a North Dakota Municipal Corporation, of 205 Second Avenue NW, Mandan, ND 58554 (öCityö).

WHEREAS, The City has agreed to sell to Developer for a purchase price of \$1.00 the real property located at 116 E Main Street, which is owned by the City and described below:

Block 6, Lot 7, Mandan Proper, (Original Town), now City of Mandan, Morton County, North Dakota

WHEREAS, The parties acknowledge that said property has a current assessed value of \$65,900; and

WHEREAS, The City had offered the property for sale and determined that the purchase offer most favorable to the City of Mandan was that submitted by MM Restaurant Group based upon the commitment for investment in rehabilitation of the property, the planned use of casual dining being a top demand by residents, the potential for restaurant and lodging tax collections, and the projected employment; and

WHEREAS, The Developer will purchase the above described property for the sum of \$1.00 while assuming responsibility for all building rehabilitation costs; and

WHEREAS, The public purpose is to help revitalize downtown Mandan by increasing both the daytime and evening populations through rehabilitation of a commercial property and a restaurant operation, which is consistent with recommendations in the 2003 URS downtown redevelopment plan. This incentive will be used to offset a portion of the Developer's estimated \$250,000 investment building renovations to include installation of a fire service water line and fire suppression system, and

WHEREAS, the parties desire to enter into a Business Incentive Agreement to assist in the rehabilitation of said property.

The parties agree:

As minimum standards for this project, the Developer will:

1. Conclude purchase of the above described property for the sum of \$1.00 on or before July 15, 2011
2. Provide a \$5,000 deposit at closing, which will be refundable upon completion of the building rehabilitation (based upon a certificate of occupancy for the main level and second story).
3. Provide proof of financing at closing in the amount of at least \$150,000 to cover exterior and interior building renovations.
4. Begin building renovations no later than October 1, 2011.
5. Have building renovations substantially complete by March 1, 2012.
6. Agree to waive the right to apply for the City of Mandan's Retail and Restaurant Incentive Program, recognizing that the sale of the building for \$1.00 is in lieu of such incentive.
7. Establish a restaurant business at the site that creates at least 5 new jobs by December 31, 2012, or lease the commercial space to active retail/restaurant businesses that employ at least 5 persons on site in connection with occupant's business.

City will:

1. Transfer the above described real property owned by the City to the Developer for the consideration of \$1.00, subject to the terms of a Purchase Agreement of even date.
2. Assist Developer in the application process for Renaissance Zone tax benefits and Storefront Improvement matching funds.

In the event Developer has not started construction by October 1, 2011:

- (a) The property will revert back to the City of Mandan, and

If the Developer has not substantially completed the project by March 1, 2012, Developer will:

- (a) Reimburse the City for the \$25,000 market value of the property), unless caused by an act of God or terrorism event.

**DEVELOPER:**

**CITY OF MANDAN**

MM Restaurants, Inc.

By: \_\_\_\_\_

Tim Helbling, President  
Board of City Commissioners

By: \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
James Neubauer, City Administrator

STATE OF NORTH DAKOTA )

ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, \_\_\_\_\_ of MM Restaurant Group, In.c, and known to me to be the same person who is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of MM Restaurant Group, Inc..

\_\_\_\_\_  
Notary Public  
State of North Dakota

(SEAL)

STATE OF NORTH DAKOTA )

ss

COUNTY OF MORTON )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, \_\_\_\_\_, President of the Board of City Commissioners for the City of Mandan, and known to me to be the same person who is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of the City of Mandan.

\_\_\_\_\_  
Notary Public  
State of North Dakota

(SEAL)

## PURCHASE AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between City of Mandan, a North Dakota Municipal Corporation, of 205 Second Avenue NW, Mandan, ND 58554, whether one or more, "SELLER," and MM Restaurant Group, Inc., of 211 DeMers Avenue, East Grand Forks, MN 56721, whether one or more, "BUYER," under which Seller agrees to sell and Buyer agrees to purchase, upon the terms and conditions hereinafter set forth the following described real property located in the County of Morton, State of North Dakota:

Lot 7, Block 6, Mandan Proper (Original Town), now City of Mandan  
(the "Property").

The terms and conditions of such sale and purchase are as follows:

1. **PURCHASE PRICE:** The purchase price shall be \$1.00, payable in cash, subject to adjustments herein set forth, at closing. Payment shall be in certified funds or by wire transfer.
2. **AS IS:** Buyer has made or will make an inspection of the Property and is relying on its own inspection and judgment as to the condition of the premises and not on any representations of Seller. This sale is made "as is" and without any warranties of any kind, except those set out in this Agreement, and without any implied warranties whatsoever, including those of fitness or merchantability. Furthermore, Seller has not made any representations as to the presence of hazardous substances located on the Property, and Buyer agrees to rely solely upon Buyer's own examination and testing (which is to be done, if at all, at Buyer's expense) in regard to the possible existence of hazardous substances upon the Property. Hazardous substances is intended to include, but not be limited to, the following: asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic or hazardous pollutant, contaminant, chemical material or substances defined as hazardous pollutant, contaminant, chemical material or substances defined as hazardous or as a pollutant or contaminant in, or the release of disposal of which is regulated by any law or regulation. The provisions of this paragraph shall survive the closing of this Purchase Agreement regardless of whether it appears in any further documentation implementing the closing of this Purchase Agreement. Should Buyer in its inspection of the premises, discover unacceptable environmental conditions/hazardous substances, or unacceptable soil conditions which would prevent utilization of the property as planned, then

Buyer, at its option, may cancel this Agreement prior to closing and demand the return of all monies paid to Seller by Buyer.

3. **ABSTRACT OF TITLE:** Within 10 days after execution hereof, Seller shall furnish Buyer with an abstract of title to the Property showing marketable title in Seller free and clear of all liens, encumbrances and defects except easements, and mineral grants and reservations of record, and any liens or encumbrances to be satisfied by Seller prior to or at closing.

4. **EXAMINATION OF ABSTRACT:** Buyer shall have the abstract of title examined prior to closing and complete said examination 10 days prior to the closing date as hereinafter specified. Buyer shall deliver a copy of the title opinion to Seller when Buyer receives it. If title to the Property is unmarketable, Seller shall have a period of 90 days in which to correct the title and make it marketable. If the title to said Property cannot be made marketable within said period of time or such further time as may be granted by Buyer in writing, Buyer shall be entitled to the return of the earnest money paid under this contract, and this contract shall be wholly null, void, and unenforceable.

5. **TAXES AND SPECIAL ASSESSMENTS:** Taxes and installments of special assessments for 2010 and all prior years shall have been paid by date of closing. Taxes and installments of special assessments for the year 2011 and subsequent years shall be the responsibility of the Buyer. Buyer shall be obligated for the balance of unpaid special assessments on the Property.

6. **CLOSING AND POSSESSION:** Closing and possession of the Property shall occur on or before \_\_\_\_\_, 2011, subject to any extension of time herein granted in the event that title to the Property should be found unmarketable and subject to change by mutual agreement of Seller and Buyer.

7. **CLOSING COSTS:** Seller shall be responsible for the following closing costs:

- (a) abstract continuation(s),
- (b) preparation of warranty deed,
- (c) preparation and recording of all releases, satisfactions and corrective documents.

Buyer shall be responsible for title examination fees and recordation of warranty deed to Buyer.

Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the special event that Buyer or Buyer's lender requires title insurance, the cost thereof shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller.

8. **OTHER CONDITIONS:**

- (a) This Purchase Agreement is subject to all the terms and conditions of a Business Incentive Agreement of even date, which terms and conditions shall survive the completion of this Purchase Agreement.
- (b) Buyer agrees to reimburse the Seller the sum of \$1,500.00 for payment of real estate commission.

9. **BINDING EFFECT:** This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

10. **GOVERNING LAW:** This Purchase Agreement shall be governed by the laws of the State of North Dakota.

11. **COUNTERPARTS:** This Purchase Agreement shall be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully executed counterpart.

12. **TIME:** Time is of the essence of each provision of this entire contract and of all the conditions thereof.

**IN TESTIMONY WHEREOF,** Seller and Buyer have hereunto set their hands the day and year first above written.

“SELLER”

CITY OF MANDAN

By: \_\_\_\_\_  
Its \_\_\_\_\_

“BUYER”

MM RESTAURANT GROUP, INC.

By: \_\_\_\_\_  
Its \_\_\_\_\_



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 21, 2011  
**PREPARATION DATE:** June 14, 2011  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Ellen Huber, Business Development & Communications Director  
**SUBJECT:** Renaissance Zone Committee Recommendation

---

STATEMENT/PURPOSE: To consider a Renaissance Zone (RZ) Committee recommendation for approval of an application.

BACKGROUND/ALTERNATIVES: The RZ Committee met June 14, 2011, to review an application as follows:

**Leasehold improvements by Leingang Chiropractic and Wellness at 301 First Street NE** — The application is for an approximate \$36,000 investment in improvements to an 1,800 square foot lease space. The improvements include build-out for five treatment rooms and offices and a restroom to include plumbing, electrical, a new ceiling, flooring, and an automatic door.

The space is on the main level of a two-story building with total square footage of 13,700, thus accounting for 13 percent of the building's total space. This building's current value is \$141,700. A minimum project qualification is an investment in improvements equal to at least 50% of the lease space's prorate share of the building's value. The value of the space would be \$18,421 with the minimum investment being \$9,210. The applicant's proposed investment far exceeds this amount.

Leingang Chiropractic is currently leasing 3 small treatment rooms at the location of Spinecare Chiropractic, 408 First Street NW. This will be an expansion in terms of square footage as well as from an employment standpoint. Leingang plans to employ or subcontract with 2-3 people.

ATTACHMENTS: Application by Leingang Chiropractic and Wellness.

FISCAL IMPACT: The Assessing Department estimates the improvements will add \$20,000 to the value of the 1,800 sf lease space. Property taxes on the space with the

improvements are estimated at \$790 annually for a five-year exemption total of \$3,950. A copy of the draft lease agreement has been provided indicating the lessee will be responsible for the taxes and thus will benefit from the exemption.

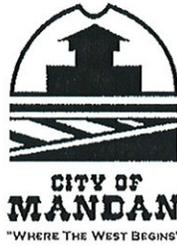
The state income tax exemption is estimated at \$500 annually for a five-year total of \$2,500.

STAFF IMPACT: Minimal.

LEGAL REVIEW: The application includes a provision for an automatic door as required by an initiated ordinance approved by voters in November 2008.

RECOMMENDATIONS: The Renaissance Zone Committee unanimously voted (5-0 with 2 absent) to recommend approval of the application.

SUGGESTED MOTION: I move to approve the leasehold improvements proposed for 301 First Street NE by Leingang Chiropractic and Wellness as a Renaissance Zone project with the five-year 100% property and state income tax exemptions.



## RENAISSANCE ZONE PROJECT APPLICATION

A Renaissance Zone project must be approved by the Mandan Renaissance Zone Committee, Mandan City Commission and the N.D. Commerce Department — Division of Community Services before the qualifying event occurs (purchase, rehabilitation, lease or new construction). Submit applications to the City of Mandan Business Development Office, 205 Second Avenue NW, Mandan, ND 58554, phone 701-667-3485.

### APPLICANT INFORMATION

1. Type of project

- Commercial/Business  
 Residential

2. Name of applicant(s)/or business name Leingang Chiropractic and Wellness

Tax identification or social security number (both for joint filers)

216-1331810 \_\_\_\_\_

Legal name (if different than trade name) \_\_\_\_\_

Type of entity (for commercial/ business applications)

- Partnership  
 Corporation  
 Subchapter S corporation  
 Cooperative  
 Sole proprietorship  
 Limited liability company  
 Limited liability partnership

3. Mailing address 408 1st St NW Ste A Mandan

4. Phone number 701-202-1531

5. E-mail address aschaafdc@hotmail.com

### PROJECT INFORMATION

6. Street address of proposed project 301 1st St NE

7. Legal description Lot 18 Block 004 Addition 0021 Mandan Proper

8. Current owner (if different than applicant) Jerry Renner

9. Current use of property Vacant

10. Parcel size (in square feet) \_\_\_\_\_

11. Building floor area (in square feet) 1,800 sf of 13,700 sf building

12. Type of project

- New construction
- Purchase with improvements
- Rehabilitation
- Leasehold improvements
- Lease
  - New
  - Expansion – additional square footage \_\_\_\_\_
  - Continuation of a lease

If a lease project, does it involve relocation of a business from one location in the city's Renaissance Zone to another location in the Renaissance Zone?

- Yes
- No

13. Project description (scope of work including breakout of capital improvements)

Chiropractic office to include 5 treatment rooms, offices, bathroom, laundry room & Reception area. New flooring, walls plumbing, heating & lighting will be done.

14. Current true and full value of the building \$141,700 - 1,800 sf = \$18,618

15. Total estimated cost of improvements (attach cost estimates) \$36,000

Note: Any grant funds may not be counted in determining if the cost of improvements or rehabilitation meets or exceeds the minimum requirements.

16. Estimated value of building after improvements have been completed \$38,618

17. Estimated property tax benefit (annually) \$790 (five years) \$3,950

18. Estimated state income tax benefit (annually) \$500 (five years) \$2,500

Is the entity subject to the financial institution tax (NDCC 57-35.3)?

- Yes
- No

19. Describe how the project benefits the community (Examples: Business created, expanded or retained, additional jobs created, additional products or services available, improved property, etc.)

Retaining & expanding the current business for greater access for public to use chiropractic & other services. Adding 1-2 employees & a massage therapist to the business. Expanding sale of vitamins and nutritional products.

20. Project timeline including anticipated start and completion dates.

Start June 2011 and complete by end of August 2011

21. Does this project involve historical preservation or renovation?

Yes

No

For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A **letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.** Information for historical properties may be obtained by contacting the Historical Society at: (701) 328- 2666.

22. Evidence that the taxpayer is current on local and state taxes?

Yes

No

*Attach copy of certificate of Good Standing from the N.D. Tax Department and proof of payment of current real estate taxes such as a copy of a receipt from the Morton County Treasurer's Office.*

23. For residential projects, please provide evidence that the home is the taxpayer's primary residence.

#### SUMMARY OF ATTACHMENTS

Documents to be submitted along with application:

Certificate of Good Standing from N.D. Tax Commissioner

Proof of payment of current real estate taxes

Contractor(s) detailed cost estimate(s) — for improvements, rehab or new construction with capital improvements delineated as compared to non-capital improvements. Capital improvements include, but are not limited to, replacement or updating of roof, foundation, structure, siding, windows, doors or other weatherization improvements, electrical, plumbing, heating, ventilation or central air conditioning. Non-capital improvements are items such as floor coverings, wall treatments, cabinets, furnishings, and window treatments.

o Rehabilitation

▪ Commercial — must demonstrate that the proposed re-investment is at least 50 percent of the current and true value of the, of which not less than 80 percent will be used for capital improvements

▪ Residential — must demonstrate that the proposed re-investment is at least 20 percent of the current and true value of the building, of which not less than 80 percent will be used for capital improvements and no more than 20 percent for detached out buildings

o New construction — documentation that the proposed investment is at least \$55 per square foot

Current photo(s) of property showing all sides of any existing building(s) — for improvements, rehab

Site plan — for new construction or expansion

Proposed building elevations, with exterior building material and color clearly indicated — for improvements, rehab, new construction

Proof of primary residence — for residential applications

Proof of benefit from property tax exemption — for leasehold improvement applications

**NOTICE OF ADDITIONAL LOCAL REQUIREMENT**

Voters in the Nov. 4, 2008, election in the City of Mandan approved an initiated ordinance that states, "Installation of electric handicap accessible entrance doors are required on every building open to the public that has received public funds in any form whatsoever." Include an estimate for an automatic door at least for the main entrance if subject building or business space does not have one.

**APPLICANT CERTIFICATION**

Applicant certifies that, to the best of his or her knowledge and belief, the information contained in the application and attached hereto is true and correct.

Signature of applicant: Andrea Langeneck Date: 5/23/11

**BUILDING OWNER CERTIFICATION — For lease-hold improvement projects only**

I, as owner of the property at 301-1st St NE, which includes an approximate 1800 square foot lease space addressed Suite 307, grant permission to Andrea Langeneck (applicant) to make leasehold improvements to this space as a Renaissance Zone project. I understand and acknowledge that if there is any rehabilitation to the building at a future date that this space does not qualify as a Renaissance Zone project.

Jerry L Renner  
Building Owner Name – printed

Jerry L Renner  
Building Owner Signature

6-7-11  
Date

**FOR OFFICE USE ONLY**

	<u>Date</u>	<u>Recommendation</u>
Review by Mandan Renaissance Zone Committee	_____	Approval or Denial
Review by City Commission	_____	Approval or Denial
Review by N.D. Commerce Department Division of Community Services	_____	Approval or Denial

Renaissance Zone Block \_\_\_\_\_ Renaissance Zone Project \_\_\_\_\_

Date of actual project completion \_\_\_\_\_





STATE OF NORTH DAKOTA  
**OFFICE OF STATE TAX COMMISSIONER**  
Cory Fong, Commissioner

---

May 24, 2011

Ref: L1466861056

LEINGANG CHIROPRACTIC AND WELLNESS  
408 1ST ST NW STE A  
MANDAN ND 58554-3118

RE: Renaissance Zone Certificate Of Good Standing, State Income And Sales Taxes Only

This letter is evidence of good standing as required by the North Dakota Division of Community Services for purposes of obtaining final approval of a renaissance zone project.

As of the date of this letter, the records in the North Dakota Office of State Tax Commissioner do not show probable cause to believe that any income taxes (including income tax withheld from wages) or sales and use taxes are due and owing to the State of North Dakota by the following taxpayer:

Taxpayer's Name: LEINGANG CHIROPRACTIC AND WELLNESS

The enclosed copy of this letter must be submitted (as part of the zone project application) to the local zone authority for the renaissance zone in which the proposed zone project will be located. Please keep this original letter for your records.

/s/ Nathan Bergman  
Nathan Bergman  
Supervisor, Individual Income Tax and Withholding

Enc.

New Business No. 3

Bismarck-Mandan Development Association  
Mandan Prospective Industrial Property Inventory  
February 2011

## Background

Each year, the Bismarck-Mandan Development Association (BMDA) conducts its annual Business Retention & Expansion Program where approximately 100 area businesses are surveyed on various aspects of the business community. One particular area of particular concern was the perceived lack of industrial sites in the Bismarck-Mandan Metropolitan Statistical Area.

In response, BMDA formed an Infrastructure Committee with the purpose of identifying various parcels in Bismarck, Mandan, Burleigh and Morton Counties that could be used as future industrial sites. That committee developed an inventory of potential industrial sites with a minimum size of 50 acres.

Coordinating with the City of Mandan, it was determined that the 50-acre minimum was not adequate to meet all the City's needs and subsequently, this more comprehensive inventory was created with no minimum size requirements.

## Minimum Requirements

- Current zoning status of A (Agricultural), MA (Light Industrial/Heavy Commercial), MB (Heavy Industrial/Heavy Commercial), MC (Light Industrial/Heavy Commercial) or MD (Heavy Industrial/Heavy Commercial)  
OR
- Identification in Bismarck-Mandan Regional Future Land Use Plan as potential industrial or mixed use industrial/heavy commercial site.
- Access to major roadway.

## Resources

- Bismarck-Mandan Regional Future Land Use Plan
- City of Mandan Zoning Map
- Memorial Highway Corridor Study
- City of Mandan Engineering (Dave Bechtel, Kim Fettig), Administration (Jim Neubauer) and Business Development (Ellen Huber) Departments
- Commercial Real Estate Brokers Matt Reichert (Aspen Group), Bill Daniel (Daniel Companies) & Pat Maddock (Oaktree Realtors)

	1. Kist	2. Magilke	3. Laubner	4. ORT Commercial Park	5. Old Red Trail & Highway 1806	6. Highway 10	7. Mandan Industrial Park
<b>Location</b>	SE Mandan	The Strip	Twin City Drive	NW Mandan	NE Mandan	W Mandan	NW Mandan
<b>Size</b>	Approximately 100 acres	Approximately 20 acres	18 acres	60 acres	34 acres	Approximately 8 acres over 6 lots	1 - 2.16 acres 2 - 5.80 acres
<b>Zoning</b>	A (Agricultural)	MD (heavy industrial)	A (Agricultural)	Current - MA (Light Industrial/Heavy Commercial) Future Land Use - General Commercial	Current - Light Industrial/Heavy Commercial Future Land Use - Urban Residential	Current - MA (Light Industrial/Heavy Commercial) Future Land Use - Mixed Use Industrial/Commercial	MC (Light Industrial/Heavy Commercial)
<b>Ownership</b>	Kist Family	Marlene Magilke	Adeline Laubner	Mandan 94 Investors	Melvin Heck	Colby Well	Scott & Julie Porsberg
<b>Municipal Water/Sewer</b>	On-site at 40 <sup>th</sup> Ave SE	On-site at 40th Ave. SE	Water - on-site at southern edge of property Sewer - northwest of property	Water - On-site at all sides of property Sewer - On-site at south edge of property	Water - on-site at south edge of property Sewer - south at I-94	On-site	On-site at all sides
<b>Power Provider</b>	MDU	MDU	MDU	MDU	MDU	MDU	Mor Gran Sou
<b>Primary Road Access</b>	Memorial Highway & 40 <sup>th</sup> Ave SE	Memorial Highway	Memorial Highway & Twin City Drive	Interstate 94 & Old Red Trail	Old Red Trail	Highway 10	Old Red Trail
<b>Total Price</b>	Unknown	Unknown	Unknown	Variable	Unknown	Variable	1 - \$122,350 2 - \$277,778
<b>Price / Square Foot</b>	Unknown	Unknown	Unknown	\$2.50 for the entire parcel / \$5 for smaller parcels	Unknown	\$0.85	1 - \$1.30 / sq ft. 2 - \$1.10 / sq ft.
<b>Contact</b>	Billy Kist	Marlene Magilke	Laubner Family	Niles Hushka	Pat Maddock	Colby Well	Bill Daniel

NOTE: Those property owners that have properties with "unknown" total price and/or price/square foot designations have been contacted and have either declined to offer a property price or have indicated no plans to sell the property.

	8. McComick	9. Vogel – Section 14	10. Ed Boehm	11. Boehm & Landeis	12. Kotke
<b>Location</b>	NW Mandan	2 miles west of Mandan	2 miles west of Mandan	2 miles west of Mandan	8 miles west of Mandan
<b>Size</b>	Approximately 200-300 developable acres	100 acres	Approximately 125 acres	1 - 250 acres 2 - 160 acres	16.62 acres
<b>Zoning</b>	<i>Future Land Use</i> - Industrial	<i>Current - A</i> (Agricultural) <i>Future Land Use</i> - Mixed Use Industrial	A (Agricultural)	<i>Current - A</i> (Agricultural) <i>Future Land Use</i> - Industrial & Mixed Use Industrial/ Commercial	<i>Current - Industrial</i> <i>Future Land Use Plan</i> - not included
<b>Ownership</b>	Steve McCormick	Joseph, Jr. & Jan Vogel Trust	Ed Boehm	1- Boehm Family 2 - Landeis Family	AJSM Enterprises, Mary Kotke
<b>Municipal Water/Sewer Power Provider</b>	North of Interstate 94 MDU	1.5 miles east Mor Gran Sou	2 miles east Mor Gran Sou	1.5 miles east Mor Gran Sou	6.5 miles east Mor Gran Sou
<b>Primary Road Access</b>	Interstate 94	Interstate 94	Interstate 94 & Highway 25	Interstate 94	Interstate 94
<b>Total Price</b>	Negotiable	Unknown	Unknown	1 - Unknown 2 - Unknown	\$193,000
<b>Price / Square Foot</b>	Negotiable	Unknown	Unknown	1 - Unknown 2 - Unknown	\$0.27
<b>Contact</b>	Matt Reichert	Esther Vogel	Ed Boehm	1 - Marvin Boehm 2 - Keith Landeis	Matt Reichert

NOTE: Those property owners that have properties with “unknown” total price and/or price/square foot designations have been contacted and have either declined to offer a property price or have indicated no plans to sell the property.

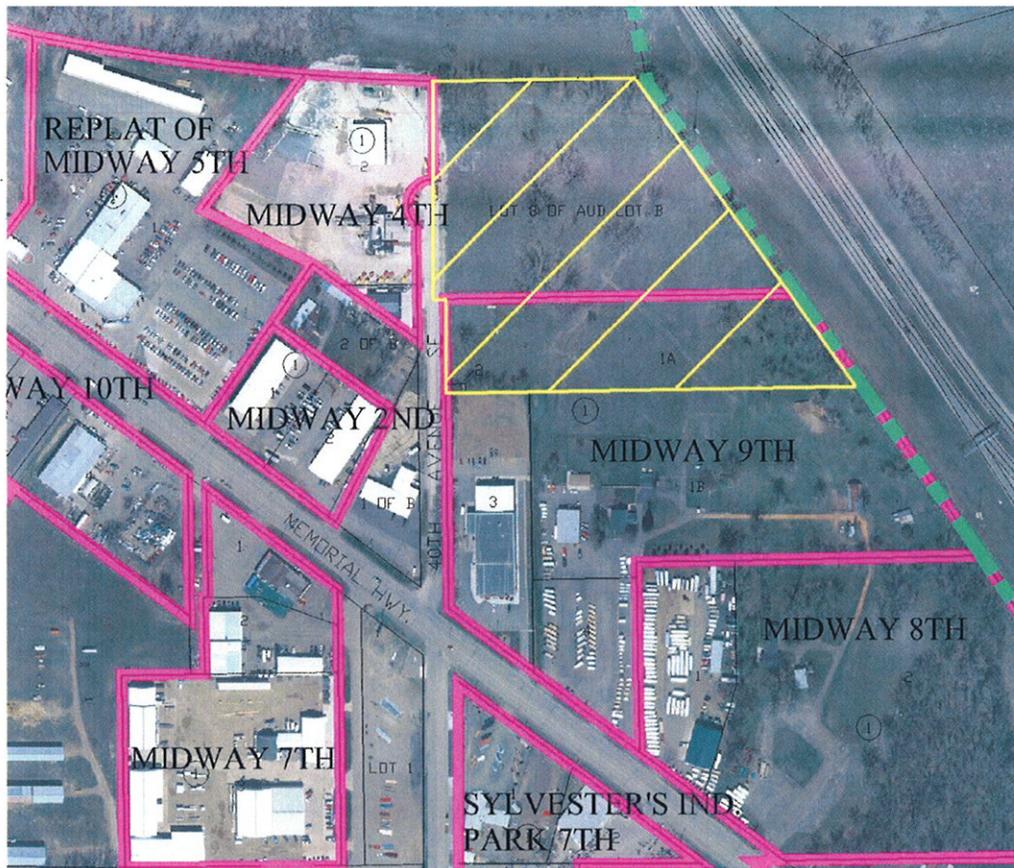


## 1. Kist Property



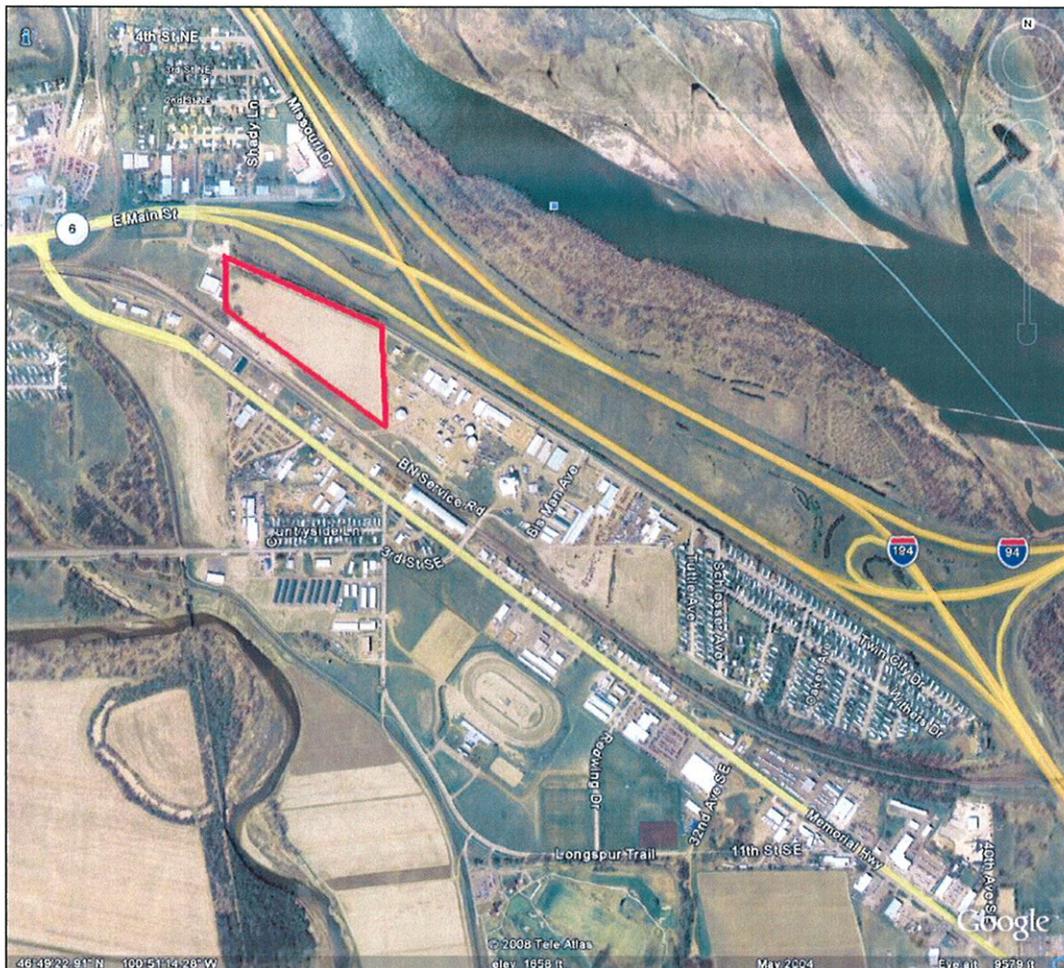
Location: Southeast Mandan, south of Kist Livestock	Power Provider: MDU
Size: Approximately 100 acres	Primary Road Access: Memorial Highway & 40th Ave. SE
Zoning: A (Agricultural)	Total Price: Unknown
Ownership: Kist Family	Price / Square Foot: Unknown
Municipal Water/Sewer: On-site at 40th Ave. SE	Contact: Billy Kist. The Owners have no current plans to sell the property, but may consider offers.

## 2. Magilke Property



Location: Southeast Mandan near the east end of Memorial Highway and Interstate 94.	Power Provider: MDU
Size: Approximately 20 acres	Primary Road Access: Memorial Highway
Zoning: MD (Heavy Industrial)	Total Price: Unknown
Ownership: Marlene Magilke	Price / Square Foot: Unknown
Municipal Water/Sewer: At 40 <sup>th</sup> Avenue SE.	Contact: Marlene Magilke. The owner has indicated that there are renters on the property who have a right of first refusal. Should that change, she may be willing to consider a sale.

### 3. Laubner Property



Location: Southeast Mandan near the West End of Memorial Highway & 1-94 Exit 155	Power Provider: MDU
Size: Approximately 18 acres	Primary Road Access: Memorial Highway and Twin City Drive
Zoning: A (Agricultural)	Price: Unknown
Ownership: Adeline Laubner	Price / Square Foot: Unknown
Municipal Water/Sewer: <i>Water</i> - on-site at southern edge of property <i>Sewer</i> - northwest of property (need extension)	Contact: Adeline Laubner. Per Pat Maddock of Oaktree Realtors, the owner and her family have no intentions of selling the property at this time.

#### 4. Old Red Trail Commercial Park



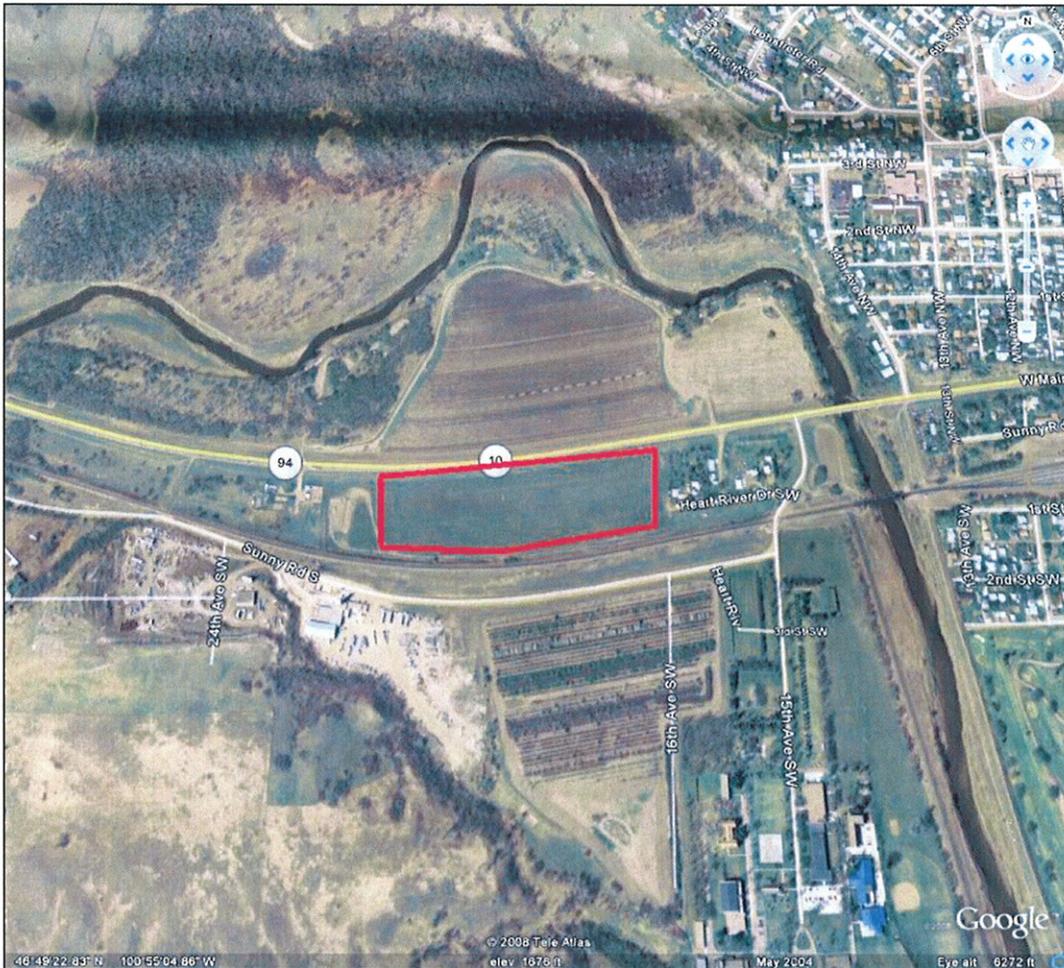
Location: Northwest Mandan along Interstate 94, Exit 153	Power Provider: MDU
Size: 60 acres	Primary Road Access: Interstate 94 & Old Red Trail
Zoning: <i>Current</i> - MA (Light Industrial/Heavy Commercial) <i>Future Land Use Plan</i> - General Commercial	Total Land Price: variable
Ownership: Mandan 94 Investors	Price / Square Foot: \$2.50 for the entire parcel and \$5 for smaller parcels
Municipal Water/Sewer: <i>Water</i> - On-site at all sides of property <i>Sewer</i> - On-site at south edge of property	Contact: Niles Hushka

## 5. Old Red Trail & Highway 1806



Location: Northeast Mandan at the intersection of Old Red Trail and Collins Ave./Hwy 1806	Power Provider: MDU
Size: 34 acres	Primary Road Access: Old Red Trail and Collins Ave.
Zoning: <i>Current</i> - MC Light Industrial/ Heavy Commercial <i>Future Land Use Plan</i> - Urban Residential	Total Price: At one time, the price was \$18,000 - \$20,000 per acre.
Ownership: Melvin Heck & Elaine Sharp	Price / Square Foot: Unknown
Municipal Water/Sewer: <i>Water</i> - on-site at southern edge of property <i>Sewer</i> - south of property at I-94 - need extension)	Contact: Melvin Heck. Per Pat Maddock of Oaktree Realtors, Melvin has no intentions of selling the property at this time.

## 6. Highway 10



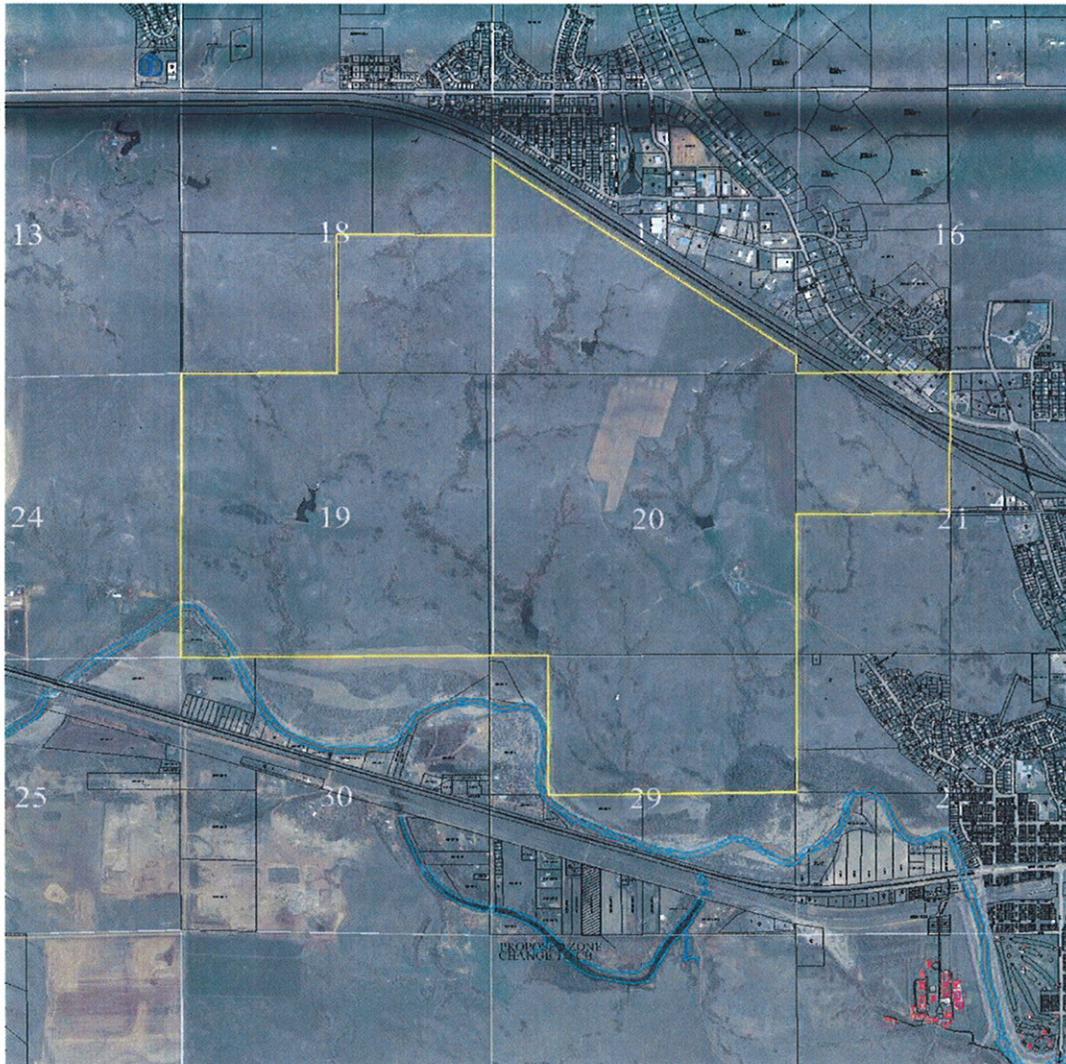
Location: West Mandan - West on Main Street/Highway 10 across the Heart River Bridge 1/3 mile on the south side of the road	Power Provider: MDU
Size: Approximately 6 acres between 5 lots	Primary Road Access: Highway 10
Zoning: <i>Current</i> - MA (Light Industrial/Heavy Commercial) <i>Future Land Use Plan</i> - Mixed Use Industrial/Commercial	Total Land Price: variable
Ownership: Colby Well	Price / Square Foot: \$0.85 / square foot
Municipal Water/Sewer: on-site	Contact: Colby Well; currently listed w/ Pat Maddock of Oaktree Realtors

## 7. Mandan Industrial Park 7<sup>th</sup> Addition



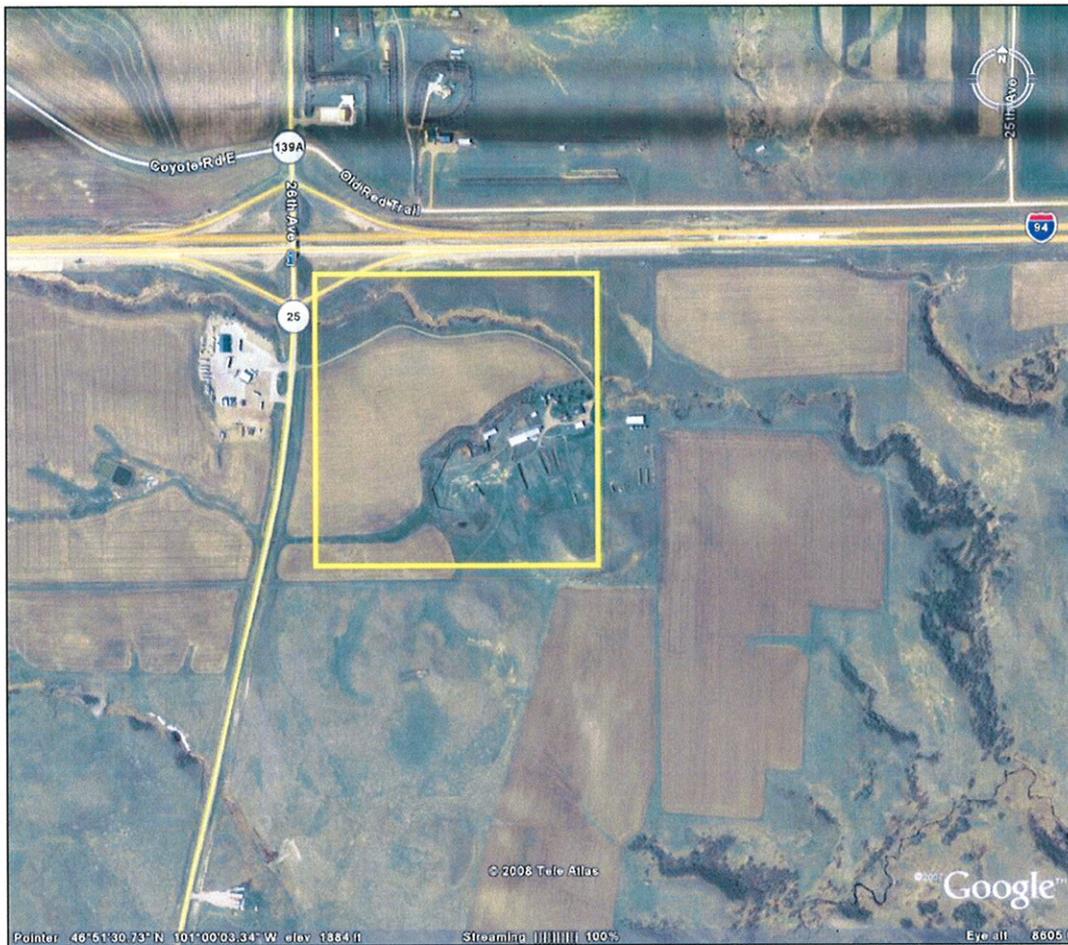
Location: Northwest Mandan between Old Red Trail and Interstate 94 (4310 34 <sup>th</sup> Ave. NW & 4304 32 <sup>nd</sup> Ave. NW)	Power Provider: Mor Gran Sou
Size: Site 1 (2.15 acres) Site 2 (5.80 acres)	Primary Road Access: Old Red Trail
Zoning: MC (Light Industrial/Heavy Commercial)	Total Land Price: Site 1 (\$121,482) Site 2 (\$277,866)
Ownership: Scott & Julie Porsberg	Price / Square Foot: Site 1 (\$1.30 / sq. ft.) Site 2 (\$1.10 / sq. ft.)
Municipal Water/Sewer: On-site at all sides of property	Contact: Bill Daniel / Kyle Holwagner

## 8. McCormick's Property



Location: Northwest Mandan along Interstate 94	Power Provider: MDU
Size: Approximately 200-300 acres developable	Primary Road Access: Interstate 94
Zoning: <i>Current</i> - A (Agricultural) <i>Future Land Use Plan</i> - Industrial	Total Land Price: Negotiable
Ownership: Steve McCormick	Price / Square Foot: Negotiable
Municipal Water/Sewer: North of Interstate 94	Contact: Matt Reichert. Per Matt Reichert of the Aspen Group, Steve is not opposed to developing the property but it will take one large user to cover front-end costs.

## 9. Vogel Property - Section 14



Location: I-94 Exit 147. Approximately 2 miles west of Mandan; across from the truck stop	Power Provider: Mor Gran Sou
Size: Approximately 100 acres	Primary Road Access: Interstate 94 and Highway 25
Zoning: <i>Current</i> - A (Agricultural) <i>Future Land Use Plan</i> - Industrial and Mixed Use Commercial	Total Price: Unknown
Ownership: Joseph, Jr. & Jan Vogel Trust	Price / Square Foot: Unknown
Municipal Water/Sewer: Approximately 1.5 miles east	Contact: Esther Vogel. Attempts to contact Esther were unsuccessful, but she had stated during the development of the Future Land Use Plan that her preference is to develop the land into residential housing.

## 10. Ed Boehm Property



Location: Approximately 2 miles west of Mandan	Power Provider: Mor Gran Sou
Size: Approximately 125 acres	Primary Road Access: Interstate 94 and Highway 25
Zoning: A (Agricultural)	Total Price: Unknown
Ownership: Edward Boehm	Price / Square Foot: Unknown
Municipal Water/Sewer: Approximately 2 miles east	Contact: Ed Boehm. Attempts to contact Ed were unsuccessful, but he has indicated in prior conversations that he has no plans for further development of the property.

## 11. Boehm & Landeis Properties



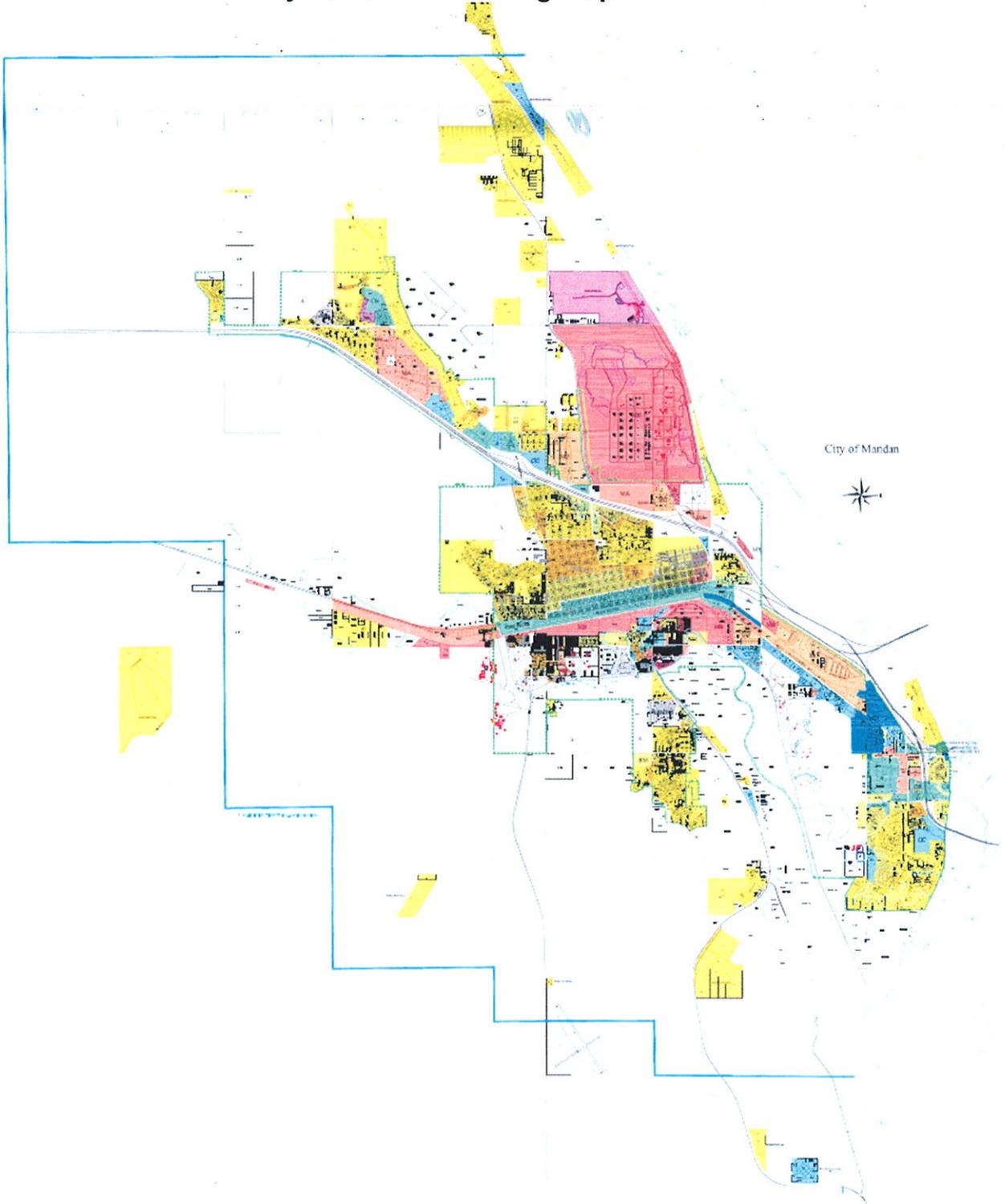
Location: Approximately 2 miles west of Mandan on Interstate 94, Exit 147	Power Provider: Mor Gran Sou
Size: Site 1 (250 acres) Site 2 (160 acres)	Primary Road Access: Interstate 94
Zoning: <i>Current</i> - A (Agricultural) <i>Future Land Use Plan</i> - Industrial & Mixed Use Industrial/Commercial	Total Land Price: Unknown
Ownership: Site 1 (Boehm Family) Site 2 (Landeis Family)	Price / Square Foot: Unknown
Municipal Water/Sewer: 0.5 miles east from Site 2	Contact: 1. Marvin Boehm: attempts to reach representatives w/ the Boehm Family were unsuccessful. 2. Keith Landeis: Keith has indicated he has no plans to sell the property.

## 12. Kotke Property



Location: Approximately 8 miles west of Mandan on Interstate 94, Exit 140	Power Provider: Mor Gran Sou
Size: 16.62 acres	Primary Road Access: Interstate 94 & County Highway 83
Zoning: <i>Current</i> - Industrial <i>Future Land Use Plan</i> - not included	Total Land Price: \$193,000
Ownership: AJSM Enterprises, Mary Kotke	Price / Square Foot: \$0.27
Municipal Water/Sewer: Approximately 6 miles east	Contact Person: Matt Reichert

# City Of Mandan Zoning Map





# Mandan Industrial Site Ranking

	Size	Access	Utilities	Zoning / Surrounding Uses	Availability	Total	RANK	Alternative Uses
1. Kist	3	2	2	12	6	25	3	RT, O, C
2. Magilke	7	11	5	9	8	40	10	C, A
3. Laubner	8	7	6	7	9	37	9	O, C
4. ORT Commercial Park	4	4	1	1	1	11	1	RT, O, C
5. ORT & 1806	9	6	4	10	7	36	8	O, C
6. Highway 10	11	5	7	8	4	35	7	O, C
7. Mandan Industrial Park	12	9	3	5	3	32	5	C
8. McCormick	1	12	10	6	2	31	4	R, O, C, A
9. Vogel - Section 14	6	3	9	4	11	33	6	R, A
10. Ed Boehm	2	1	8	2	10	23	2	C, A
11. Boehm/Landeis	5	10	11	3	12	41	11	A
12. Kotke	10	8	12	11	5	46	12	A

**METHODOLOGY:** Each site was ranked on five criteria: size, access, utilities, zoning/surrounding uses & availability as though the site was to be developed as an industrial park. The site that was judged to be the best in each criteria was given a "1", the second best a "2" and so on until the lowest ranked site in that criteria was given a "12." The scores were then compiled under the "Total" column with the site that scored the lowest, the Old Red Trail Commercial Park in this case, being ranked as the best site at which to develop an industrial park.

**KEY:** R (residential) RT (retail) O (office) C (commercial) A (agricultural)

**ORDINANCE NO. 1097**

**AN ORDINANCE TO AMEND AND REENACT SECTION 21-03-02 OF THE MANDAN MUNICIPAL CODE RELATING TO DISTRICT BOUNDARIES AND ZONING MAP.**

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

**SECTION 1. AMENDMENT.** Section 21-03-02 of the Mandan Municipal Code is amended to read as follows:

The following described property located within the City of Mandan shall be excluded from the A (Agricultural) zoning and shall be included in the following:

- Lots 27-32, Block 1 to RM (Multi-Family Residential), restricted to 5 units per acre.
- Lots 1-4, Block 1 to R3.2 (Two-Family Residential).
- Lot 1, Block 2 & Lot 1, Block 3 to R3.2 (Two-Family Residential).
- Lots 5-26, Block 1; Lots 2-13, Block 3; Lots 4-9, Block 4, Lots 1-4, Block 5 to R7 (Single-Family Residential).

namely,

Heart Ridge Addition in Section 34, Township 139N, Range 81W .

And as so amended said section is hereby reenacted. The purpose of the zone change is residential development. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

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

Attest:

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

Public Hearing:	<u>May 23<sup>rd</sup>, 2011</u>
First Consideration:	<u>June 21<sup>st</sup>, 2011</u>
Second Consideration and Final Passage:	<u>July 5<sup>th</sup>, 2011</u>
Publication Date:	_____