



**AGENDA**  
**MANDAN CITY COMMISSION**  
**JUNE 7, 2011**  
**ED "BOSH" FROEHLICH MEETING ROOM**  
**5:30 P.M.**  
**[www.cityofmandan.com](http://www.cityofmandan.com)**

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- A. ROLL CALL:
1. Roll call of all City Commissioners and Department Heads.
- B. MINUTES:
1. Consider approval of minutes from the following meetings of the Board of City Commissioners:
    - i. May 17, 2011 Regular Meeting
    - ii. May 30, 2011 Special Meeting
- C. PUBLIC HEARING:
1. Public Hearing to consider a 2-year Ad Valorem tax exemption for Jessara Properties LLC
  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.
- D. BIDS:
- E. CONSENT AGENDA:
1. Consider approval of 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
  3. Consider approval of the plat of Heart Ridge Addition.
- F. OLD BUSINESS:
1. Consider offer for city-owned building at 116 E Main
- G. NEW BUSINESS:
1. Consider funding requests from the Mandan Progress Organization Funding Committee.

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H. 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.*
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*

I. OTHER BUSINESS:

J. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. June 21, 2011
2. July 5, 2011 – 5 p.m. start
3. July 19, 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.*

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The Mandan City Commission met in regular session at 5:30 p.m. on May 17, 2011 in the Ed “Bosh” Froehlich Room at City Hall. Commissioners present were Helbling, Tibke, Jackson, Rohr and Frank. Department Heads present were City Administrator Neubauer, Director of Public Works Wright, Business Development and Communications Director Huber, Finance Director Welch, Deputy Police Chief Leingang, Engineering Project Manager Bechtel, Fire Chief Nardello, City Assessor Barta and City Attorney Brown.

MINUTES: Consider approval of the minutes for May 2, 2011, Special Meeting; May 3, 2011, Regular Meeting; and May 9, 2011, Special Working Session of the Board of City Commissioners. Commissioner Jackson moved to approve the minutes as presented. Commissioner Tibke seconded the motion. The motion received unanimous approval of the members present.

PUBLIC HEARING:

1. *Public Hearing to consider a 5-Year Ad Valorem tax exemption for Randy Rhone d/b/a Little Caesars.* City Assessor Barta presented a request on behalf of Randy Rhone, d/b/a Little Caesars for a 5-Year Ad Valorem tax exemption. Barta stated no oppositions have been received. Barta stated that the Mandan Growth Fund (MGF) voted unanimously to recommend approval of the plan as presented.

Mayor Helbling stated that this is a public hearing and asked for comments from the audience. Hearing none after a second announcement, the public hearing was closed.

BIDS:

CONSENT AGENDA:

1. *Consider approval of monthly bills.* The Board approved of the monthly bills.
2. *Consider approval of Lakewood Commercial Park 5<sup>th</sup> Addition Zone Change. (First reading of Ordinance 1095).* The Board approved of the Lakewood Commercial Park 5<sup>th</sup> Addition Zone Change. (First reading of Ordinance 1095).
3. *Consider appointment to the Mandan Airport Authority.* The Board approved of the re-appointment of Dr. Dale Klein to the Mandan Airport Authority.
4. *Consider proclamation designating the week of May 16-20, 2011 as Project Hope Week for the Bismarck Cancer Center.* The Board approved of the proclamation designating the week of May 16-20, 2011 Project Hope Week - Bismarck Cancer Center.
5. *Consider request of budget amendment from the Mandan Police Department for funding from the Alarm Fund.* The Board approved of the request of budget amendment from the Mandan Police Department for funding from the Alarm Fund.
6. *Consider budget amendment from Wastewater Treatment Plant for the purchase of new flat bottom boats.* The Board approved of the budget amendment from the Wastewater Treatment Plant for the purchase of new flat bottom boats.
7. *Consider for approval the applications for beer garden and street dance events.* The Board approved of the applications for beer garden and street dance events.
8. *Consider approval of the following site authorizations for the Cystic Fibrosis Association of ND from July 1, 2011 through June 30, 2012: (i) Colonial Lounge*

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(ii) *Roundup Bar & Grill* (iii) *Stage Stop*. The Board approved of the following site authorizations for the Cystic Fibrosis Association of ND from July 1, 2011 through June 30, 2012: (i) Colonial Lounge (ii) Roundup Bar & Grill (iii) Stage Stop.

Commissioner Tibke moved to approve the Consent Agenda as presented. Commissioner Frank seconded the motion. The motion received unanimous approval of the members present.

OLD BUSINESS:

1. *Consider offer for property located at 116 E Main Street.* Business Development and Communications Director Huber reviewed with the Board the offer received from Scott Johnson in the amount of \$15,000 with a stipulation that the City of Mandan bring a fire service water line to the building and with a commitment for improvements estimated at \$104,900. The city's cost of the water line is estimated at \$20,000. Huber stated that the building has been listed since February 17, 2011. There have been additional inquiries about the property. However, Mr. Johnson has been the only person that has submitted an offer stating that he is concerned about the ability to secure a roof contractor if a decision is not made soon. Mr. Johnson came forward and stated that he has a retail business interested in occupying the building as soon as the repairs are completed. He stated that he is anxious to secure a roof contractor yet this year indicating that their schedules are filling up quickly.

Mayor Helbling asked for comments from the Board referencing the offer from Scott Johnson to purchase the property at 116 East Main Street.

Commissioner Rohr questioned if the investment in the building would be only the storefront portion if the water line would not be done. Mayor Helbling stated that the applicant would have to go through the same process as any other interested party as far as applying for Storefront Improvement funds. Mayor Helbling reviewed the options for disposition of this matter: (1) Follow Huber's recommendation (2) Accept Scott Johnson's offer to purchase (3) Request City Attorney Brown and city staff to come up with a counter-offer.

Commissioner Jackson motioned to table any action on Johnson's offer until the June 7, 2011 meeting. There was no second to the motion so the motion died for lack of a second.

Commissioner Frank suggested the Board keep in mind that the ultimate objective is for the sale of the building. She recommended considering what Director Huber recommended in that the service line would lead to additional uses for the building. She also pointed out that consideration should be given to Mr. Johnson's discussion regarding the current state of the roof and that postponing the repairs is doing more damage than good. She recommended looking into contracting the repairs to the roof and changing any consideration to offers once that improvement is made. Mayor Helbling concurred indicating that the Board needs to make a decision if the building is to come down or stay. The estimate to repair the roof is approximately \$24,900.

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Commissioner Frank motioned that the City pursue the roof repairs at 116 East Main Street. There was no second to the motion so the motion died for lack of a second.

Commissioner Jackson stated that he would like to see the matter tabled until the next meeting allowing additional time to pursue the interest of the recent inquiries. He stated that there is another Agenda item to be discussed regarding a property in that location that may have an impact on the increased value of the property at 116 East Main Street.

City Attorney Brown stated that the discussions he has had with Administrator Neubauer and Development Director Huber indicate that waiting a little longer to see if additional offers come in would be in the best interests of this sale. He stated that at the time they discussed this matter, they were not sure about Mr. Johnson's intentions of the fire suppression system, having learned tonight that it might not make a difference. He stated there is another meeting with Mr. Johnson (5/31/11) and it is anticipated that a counter-offer will be brought to the next meeting. Mayor Helbling concurred to wait until the next meeting to discuss this matter again.

Scott Johnson came forward to speak and commented that he is "on the hook" until May 31, 2011, with his offer – after that the offer will be less due to the structural attention that the building is in need of. He requested that the public be made aware that the \$15,000 offer is not bait for them to have people go over the \$15,000 because after May 31, it will not be \$15,000. He stated that his legal obligation ends on May 31<sup>st</sup>. Mayor Helbling commented that a recommendation should come from City staff by May 31<sup>st</sup>.

Commissioner Rohr motioned to retain the offer from Scott Johnson until the June 7, 2011 meeting while encouraging other offers through June 7th. Commissioner Jackson seconded the motion.

Attorney Brown stated that the reason for the extension to June 7<sup>th</sup> is to attempt to get more offers or to re-visit with Mr. Johnson and attempt to negotiate a counter-offer. If that occurs, a special meeting may have to be called. If an agreement is arrived at with Mr. Johnson – presumably that will wait until the June 7, 2011 meeting.

Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: No; Commissioner Jackson: Yes; Commissioner Helbling: Yes. The motion passed.

#### NEW BUSINESS:

1. *Consider Growth Fund Committee recommendations on Storefront Improvement applications:* Business Development and Communications Director Huber reviewed the following requests for Storefront Improvements. Commissioner Jackson inquired if any of these requests are contingent upon Renaissance Zone approvals? Huber replied that they are not "contingent upon" but the buildings are subject to applications for Renaissance Zone benefits and those will be requested today under New Business No. 3. Huber stated that these have been reviewed and approved by the Architectural Review Commission and are subject to final approval.

1. (i) *308 W Main – Harvest, LLC*: The total cost of the façade project is estimated at \$22,683 which will include removal of stucco, replacement of windows, sandblasting and brick repair, painting, new signage and installation of an automatic door.

Commissioner Frank moved to approve the MGF recommendation on Storefront Improvement application for 308 W Main – Harvest LLC. 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.

1. (ii)(iii) *318 W Main – Dennis Kwandt and 320 W Main – Dennis Kwandt*: The plan for the 318 / 320 building is to provide a unified façade – to restore brick, replace windows, etc. The improvement is expected to cost \$32,500 in each of the buildings (architect estimate, contractor’s estimates yet to be obtained for the actual improvement). Each building has submitted a request for \$10,000 in matching funds. Total investment will be \$65,000 or \$32,500 each building, in which there will be \$45,000 private investment and a total of \$20,000 improvement funds.

Commissioner Frank moved to approve the Storefront Improvement allocations of \$10,000 each in matching funds for 318 W Main and 320 W Main. Commissioner Tibke seconded the motion.

Commissioner Jackson inquired of Dennis Kwandt if his Storefront Applications are subject to the approval of the Renaissance Zone applications? Kwandt replied “not solely”. The project estimate is @ \$65,000 and it would be difficult for him to come up with another \$20,000; so, at this time, it would delay any improvements. Mayor Helbling stated that he was at the MGF meeting and Mr. Kwandt indicated that he would go through with the Storefront Improvement project even if the plans do not work out. He plans to take care of both buildings at the same time.

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

1. (iv) *Extension for Silver Dollar Bar*. The Silver Dollar Bar presented a request for an extension of the timeline to complete its previously approved Storefront Improvement Project. The project was to have been completed by May 12, 2011; however, the business has been completing requirements set by the Architectural Committee. The MGF granted the extension until September 1, 2011.

Commissioner Tibke moved to approve the extension requested by the Silver Dollar Bar for the Storefront Improvement Project until September 1, 2011. 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.

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2. *Consider Growth Fund Committee recommendation on Restaurant Incentive application: Harvest Brazilian Grill – 308 W Main.* This is a request for a Restaurant Incentive application submitted by Harvest Brazilian Grill. This restaurant has been operating in Linton and plans to open by June 16, 2011. The restaurant plans to employ 15 – 20 people. The applicant is requesting Storefront Improvement matching funds in the amount of \$10,000 and Renaissance Zone property and state income tax exemptions. An automatic door will be installed. The total assessment of the project including the acquisition of the building, the interior and exterior improvements and equipment needed to operate the restaurant is estimated at \$342,500. The use of public incentives is estimated at 14.6% if all the incentives being sought are approved. This is a middle score for these criteria, with 30% or more resulting in the lowest rating. Huber explained that the rating system has 13 different criteria in total. The MGF arrived at an average rating of 4.16 on a scale of 1 to 5 with 5 being the highest. A score of 4.0 warrants the maximum level of incentive at \$5 per s/f operating space with a cap of \$20,000 per building. The MGF recommended \$20,000 for this project to be paid in 12 monthly increments dependent upon the successful operations of the business. Huber stated that Edgar Oliveira is present to answer any questions. This is not contingent on the Renaissance Zone application.

Commissioner Frank motioned to approve granting the \$20,000 incentive for the Harvest Brazilian Grill restaurant, payable in 12 equal monthly installments following each month of operations. 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.

3. (i)(ii) *Consider Renaissance Zone Committee recommendation on rehabilitation of 318 and 320 West Main Street by Dennis Kwandt.* Business Development Director Huber reviewed with the Board the recommendations from the Mandan Renaissance Zone Committee, which met May 12, 2011, regarding several applications.

The 318 W Main rehabilitation application is for a \$32,500 façade makeover as part of a unified approach with the adjacent building. This building's current value is \$28,700. A minimum project qualification is an investment in improvements equal to at least 50% of a building's value with a \$15,000 minimum. The proposed investment of \$32,500 exceeds the minimum requirement. The building's street level is currently leased to Express Yourself Salon. Plans are to renovate the second story apartments in the future, but that is not part of the scope of the application at this time.

The Assessing Department estimates the value of the 318 building upon completion at \$44,000. The estimated property tax exemption is \$900 annually for a five year total of \$4,500. The state income tax exemption is estimated at \$234 annually for a five-year total of \$1,170.

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The 320 W Main application is for an estimated \$32,500 in exterior improvements, plus an estimated \$290,000 in interior improvements. The building is currently valued at \$32,700. The investment far exceeds 50% of the building's value and the \$15,000 building minimum. The building is currently vacant. The main level and basement are to be leased to Bird Dog Brewing Company. Plans are to renovate the second story apartments in the future, but that is not part of the scope of the application at this time.

The Assessing Department estimates the value of the 320 building upon completion at \$271,000. The estimated property tax exemption is \$5,542 annually for a five year total of \$27,710. The state income tax exemption is estimated at \$234 annually for a five-year total of \$1,170. Huber noted that the applicant has signed a business incentive agreement as required by the state when incentives are expected to total more than \$25,000 over the course of five years.

Commissioner Jackson asked if the applicant was aware of the City Commission's policy for 100% exemptions in years 1 and 2, 75% in year 3, 50% in year 4, and 25% in year 5? Huber clarified that the policy referred to was that for property tax exemptions for new commercial buildings outside the Renaissance Zone. The Renaissance Zone policy provides for a 100% percent exemption on the value of a building as improved for five years. Mr. Kwandt replied that he was not totally aware of the policy; however, he indicated that he is not sure if he will need the complete five year exemptions.

Commissioner Tibke moved to approve the 318 and 320 W Main applications with the 100% five-year property and state income tax exemptions. 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.

*3. (iii) Consider Renaissance Zone Committee recommendation on lease of 320 West Main Street by Bird Dog Brewing Company.* Huber provided a summary of the application. The application is for lease of the main floor and basement in the building just approved for rehabilitation as a Renaissance Zone project. The business is unique and will likely serve as a destination draw. It is expected to employ 3 to 4 people. An additional investment in equipment is pegged at \$51,000. The business will also generate additional restaurant and lodging tax collections.

Huber noted that it can be difficult for a brand new business to estimate its income and, hopefully, profitability, to arrive at an estimate of the state income tax exemption. The estimated state income tax exemption for Bird Dog Brewing is projected at \$5,272 annually for a five-year total of \$26,359. The applicant has signed a business incentive agreement.

Commissioner Frank moved to approve the lease application for 320 W Main by Bird Dog Brewing Company with the 100% five-year state income tax exemption. Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes;

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Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Jackson: Yes; Commissioner Helbling: Yes. The motion passed.

3. (iv) *Consider Renaissance Zone Committee recommendation on rehabilitation of 308 West Main Street by Harvest, LLC.* Huber provided an overview of the project. The application includes exterior improvements estimated at \$22,683 plus interior improvements ranging from \$60,000 to \$100,000 to include expansion of restrooms, creation of the kitchen space and installation of a fire suppression system. The building's current value is \$98,300. Thus the proposed investment far exceeds the minimum 50% re-investment requirement. In addition to the building rehab and occupancy of a vacant building, the business is expected to help fill Mandan's demand for restaurants, serve as a regional draw, and create 15-20 jobs. The restaurant has been in operation in Linton, but will be closing due to lack of volume on days other than on Fridays and Saturdays. The Mandan location will be larger and the plans include for it to be open 7 days a week with lunch and dinner service.

The estimated value of the building with improvements is \$181,100. This puts the estimated property tax exemption at \$3,703 annually for a five-year total of \$18,517. The state income tax exemption is forecast at \$2,400 per year or \$12,000 over five years. The applicant has signed a business incentive agreement.

Commissioner Jackson inquired of Mr. Olivera if he would be able to do this project without some of the Renaissance Zone Funds? Mr. Olivera replied that the business plan was not developed with the renaissance zone financing figured in, however he did add the restaurant incentive program.

Commissioner Frank moved to approve the application for rehabilitation of 308 W Main Street with the 100% five-year local property and state income tax exemptions.

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.

3. (v) *Consider Renaissance Zone Committee recommendation on policy to establish deadlines for projects.* Huber explained that the Renaissance Zone Committee had discussed the status of a handful of projects that were approved a few years ago but that have not yet been completed. The N.D. Commerce Department suggests a policy establishing timelines be adopted. The Renaissance Zone Committee recommends adopting the same policy used for exemptions on new commercial buildings outside the zone. The policy is that the project will begin within one year of City Commission approval and be completed within two years.

Commissioner Tibke moved to approve the establishment of a Renaissance Zone policy requiring projects to commence within one year of City Commission approval and to be completed within two years. 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.

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4. *Consider Budget Policy recommendations from the Budget Committee.* Finance Director Welch reviewed with members the following recommended revisions from the Budget Committee as presented regarding: (1) *Mandan Airport Authority Funding:* The purpose is for the Airport Authority to become less dependent on the City's General Fund for budget support. (2) *Morton Mandan Public Library Funding:* The purpose is for the Library to become less dependent on the City's General Fund for budget support. Since the Library operates and maintains the building owned by the City, the Library may need to request funding from the City for any major repairs and maintenance to the building in the future. (3) *Part-time Temporary Positions:* The purpose is to establish a uniform guideline for departments to pay the same hourly rate for similar duties performed based on the job description for part-time temporary positions. (4) *Water and Sewer Utility Rates:* The purpose is to incrementally move the Water and Sewer rates to mid-point over the next five years since currently the City's total rates are \$5.48 above the average total rates for the other 11 largest cities in the state. This policy would become similar to the existing Mill Levy Policy. (5) *Fund Balance Transfers.*

Commissioner Jackson stated that with regard to the Morton Mandan Public Library funding item, from a Library perspective, this item should not be included here because of the problem that would be caused by the 2/3 – 1/3 split with Morton County, and to leave the capital improvement budget as it is and let the county continue to pay for one-third without an argument on it. At budget time, in order to accommodate the library's upcoming budget request, it may go from 2% to 5%.

Commissioner Jackson provided a correction to the misconception of the salaries: What actually happened is that when the salaries were all increased and the study was done, the library did not get their increases. Through good fiscal management, they provided increases over three years instead of over one year. That is why the budget has increased over the last couple years. Mayor Helbling commented that if these recommendations are not approved, there may have to be a 2 mill increase. He commented that the library and airport need to come up with creative (funding) thinking or taxes will have to be increased. Commissioner Tibke will forward the Airport budget for informational purposes. Commissioner Jackson voiced concern about getting the money out of the county at the two-thirds / one-third split if this is cut.

Commissioner Frank moved to approve the Budget Policy recommendations from the Budget Committee as presented. 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.

5. *Consider Growth Fund Committee recommendation for 5-Year Ad Valorem tax exemption for Randy Rhone D/B/A Little Caesars recommendation for 5-Year Ad Valorem tax exemption for Randy Rhone D/B/A Little Caesars.* City Assessor Barta stated that this request is for a 5-year tax exemption for a commercial structure located at 310 – 6<sup>th</sup> Avenue Southeast, Mandan, just south of Spirit of Life Church. There were no oppositions to the request for exemption. The MGF recommended approval.

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Commissioner Rohr moved to approve the 5-year recommendation for 5-Year Ad Valorem tax exemption for Randy Rhone D/B/A Little Caesars. 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.

6. *Consider for approval, a request for City cooperation for the Rodeo Days and Buggies-n-Blues events.* Del Wetsch, President of the Mandan Progress Organization presented a request for approval for street closures for the annual Mandan Rodeo Days for July 2-4, 2011, and the Buggies-n-Blues events for June 11-12, 2011. Commissioner Tibke moved to approve the request for the Rodeo Days and Buggies-n-Blues events as presented. Commissioner Frank seconded the motion. The motion received unanimous approval of the members present.

7. *Consider a request to the Finance Committee related to debt management.* City Administrator Neubauer reviewed with members the discussions held regarding the City's current debt load and future debt load. It was discussed at the last working session that it would be appropriate to task the Finance Committee with bringing back two or three alternatives for the Commission to consider.

8. *Consider the creation of, approve the feasibility report for and authorize the advertisement of the Resolution of Necessity for Street Improvement District No. 161 Areas Project # 2010-03. (Diane's Area).* Engineering Project Manager Bechtel reviewed with members a request to create a district for this project. This district will be the same one as the one created last year but was scrapped because of the assessments involved. The costs should be available at the time of the next meeting and then the costs can be sent out to the people that are affected in the districts allowing time to protest.

Commissioner Jackson moved to approve the creation of, approve the feasibility report for and authorize the advertisement of the Resolution of Necessity for Street Improvement District No. 161 Areas Project # 2010-03. (Diane's Area). Commissioner Frank seconded the motion. The motion received unanimous approval of the members present.

#### RESOLUTIONS & ORDINANCES:

1. *Consider first reading 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 first reading 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. The motion received unanimous approval of the members present.

2. *Consider a Resolution of Amendment Authorizing the Issuance of Sewer Improvement Interim Certificates of 2008, Series A and Sewer Improvement Revenue*

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*Bonds of 2008, Series A, and the State Revolving Fund Program Loan Agreement with the North Dakota Public Finance Authority for Improvements at the Wastewater Treatment Facility.* Finance Director Welch stated that the purpose for this Resolution is to prepare for the close out of the final state revolving fund program for improvements at the Waste Water Treatment Plant. The amendments are as follows: to adjust the loan amount from the original \$1.7M to the final loan amount of \$1,679,763 and to fix the maturity date for the payoff of the financing for September 1, 2028. The outstanding balance is over \$1.5M – noting that the City has already begun paying off this debt.

Commissioner Tibke moved to approve the Resolution of Amendment authorizing the Issuance of Sewer Improvement Interim Certificates of 2008, Series A and Sewer Improvement Revenue Bonds of 2008, Series A, and the State Revolving Fund Program Loan Agreement with the North Dakota Public Finance Authority for Improvements at the Wastewater Treatment Facility. 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.

OTHER BUSINESS:

1. *Proclamation for May 21, 2011 requested by the Lions Club.* Commissioner Tibke moved to approve the proclamation as present. Commissioner Frank seconded the motion. The motion received unanimous approval of the members present.

There being no further actions to come before the Board, Commissioner Tibke moved to adjourn the meeting at 7:11 p.m. Commissioner Frank seconded the motion. The motion received unanimous approval of the members present.

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James Neubauer,  
City Administrator

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Timothy A. Helbling,  
President, Board of City  
Commissioners

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The Mandan City Commission met in special at 10:15 p.m. on May 30, 2011 at the Mandan City Hall. Commissioners present were Helbling, Tibke, Jackson, Frank, and Rohr. Department Heads present were City Attorney Brown, Engineering Project Manager Bechtel, and City Administrator Neubauer. Citizen present was LeAnn Eckroth from the Bismarck Tribune.

Proposed motion regarding declaration of emergency:

Pursuant to Sec. 6-03-07 of the Mandan Code of Ordinances, and Sec. 40-01.2-01(13) and Sec. 48-01.2-04 NDCC, I move that the City of Mandan declare a local disaster emergency effective immediately, to continue until terminated by further action of the Board of City Commissioners.

Commissioner Tibke moved to approve the motion declaring a state of emergency. Mayor Helbling seconded the motion. The motion received unanimous approval of the members present.

NEW BUSINESS:

- A. *Discussion:*
  - 1. *Flooding issues*

It was brought to the Commissioners attention that the area behind Bonanza is not in the flood plain as has been mentioned on some maps.

Brian Eiseman of Kadrmas, Lee & Jackson discussed the bidding that would be required for plugging inlets to Marina Bay, Lakewood, Borden Harbor and Bridgeview Bay.

Commissioner Frank moved to waive any requirements that the bids be required on paper. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present.

Industrial Builders of Fargo presented a bid for \$487,550 for the project.

Commissioner Jackson moved to award the clay plus only bid to Industrial Builders of Fargo in the amount of \$487,550. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present.

There being no further actions to come before the Board, Commissioner Jackson moved to adjourn the meeting at 11:30 p.m. Commissioner Tibke seconded the motion. The motion received unanimous approval of the Board members present and the meeting adjourned.

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James Neubauer,  
City Administrator

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Timothy A. Helbling,  
President, Board of City  
Commissioners



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 7, 2011  
**PREPARATION DATE:** June 1, 2011  
**SUBMITTING DEPARTMENT:** Assessing Dept  
**DEPARTMENT DIRECTOR:** Richard L Barta  
**PRESENTER:** Richard L Barta  
**SUBJECT:** 2-Year Ad Valorem Tax Exemption for  
Jessara Properties LLC

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

**BACKGROUND/ALTERNATIVES:** Jessara Properties, LLC, is asking for an exemption for the construction of a new commercial structure. The Notice to Competitors was published in the May 6<sup>th</sup> and May 13<sup>th</sup> editions of the Mandan News and no competitors have submitted a written protest.

The Mandan Growth Fund Committee reviewed the project during a meeting held May 11<sup>th</sup>; and voted unanimously to recommend approval of this application by a vote of 5-0.

Also, the County, the School District and the Park District were given notification of this exemption in May and again on June 2, 2011.

**SHORT DISCRPTION OF PROJECT:** 24 unit apartment building.

This parcel is also known as Parcel #10656 at 2401 40 Ave SE on Lot 2, Block 2, Lakewood Commercial park 4<sup>th</sup> Addition.

**ATTACHMENTS:** Application.

**FISCAL IMPACT:** Approximately \$32,750 per year.

**STAFF IMPACT:** N/A

**LEGAL REVIEW:** N/A

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2011

Subject: 5-Year Ad Valorem Tax Exemption for Jessara Properties LLC

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RECOMMENDATION: Approval of the requested exemption for Jessara Properties, LLC, due to meeting all requirements under state statute and by also receiving approval from the Mandan Growth Fund Committee.

SUGGESTED MOTION: I recommend a motion to approve the request by Jessara Properties, LLC, 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.

June 7<sup>th</sup>

#10656

**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 Jessara Properties LLC

2. Address of project 40<sup>th</sup> Street AVE SE 2401  
City Mandan County Morton

3. Mailing address of project operator PO Box 838  
City Bismarck State ND Zip 58502

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. 20-4789206

6. North Dakota Sales and Use Tax Permit No. \_\_\_\_\_

7. If a corporation, specify the state and date of incorporation Dec. 1999 N.D.

8. Name and title of individual to contact Michael Wachter  
Mailing address PO Box 838  
City, State, Zip Bismarck N. Dak. 58502 Phone No. (701) 663-2600

**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**  
2 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**

Description of Project Property

11. Legal description of project real property  
Lot 2 Blk 2 Lakewood Commercial Park 4th  
Replated to Lot 1 Blk 1 Lake Wood Commercial Park 5th

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 June 1 2011  
b. Description of project to be constructed including size, type and quality of construction  
70'x 243' Apartment Building  
24 units  
2 Story underground Parking  
c. Projected number of construction employees during the project construction \_\_\_\_\_

14. Approximate date of commencement of operations for this project June 1 2011

<p>15. Estimated market value of the property used for this project:</p> <p>a. Land ..... \$ <u>90,000</u></p> <p>b. Existing buildings and structures for which an exemption is claimed ..... \$ _____</p> <p>c. Newly constructed buildings and structures when completed ..... \$ <u>1,600,000</u></p> <p>d. Total ..... \$ <u>1,690,000</u></p> <p>e. Machinery and equipment ..... \$ _____</p>	<p>16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:</p> <p>a. Land (not eligible) ..... </p> <p>b. Eligible existing buildings and structures ..... \$ _____</p> <p>c. Newly constructed buildings and structures when completed ..... \$ <u>80,000</u></p> <p>d. Total taxable valuation of property eligible for exemption (Add lines b and c) ..... \$ <u>80,000</u></p> <p>e. Enter the consolidated mill rate for the appropriate taxing district ..... <u>.40939</u></p> <p>f. Annual amount of the tax exemption (Line d multiplied by line e) ..... \$ <u>32,750</u></p>
--	---

**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).

24 unit apartment Building  
 4 one Bedrooms  
 4 Three bedrooms  
 16 Two bedrooms

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

2 Boilers 1 elevator  
 2 Water heaters

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

Year	2012	2013			
Annual revenue	160,000	248,520			
Annual expense	178,000	223,668			
Net income	(18,000)	24,852			

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			
No. of Employees (1)	1	1			
Estimated payroll (1)	25,000	25,000			

(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).

WW Ranch & Windriver Properties strip mall Heated shops

Board of City Commissioners

Agenda Documentation

Meeting Date: June 7, 2011

Subject: 5-Year Ad Valorem Tax Exemption for Jessara Properties LLC

Page 6 of 6

**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

Lake Wood Crossing APTS.  
4201 21st SE. Mandan ND

**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, Michael Wachter, 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.

Michael E Wachter Signature      President Title      4/18/2011 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
- \_\_\_\_\_ Number of years      \_\_\_\_\_ Beginning year      \_\_\_\_\_ Ending year
- \_\_\_\_\_ Percent of exemption      \_\_\_\_\_ Amount of annual payments (Attach schedule if payments will vary)

\_\_\_\_\_  
Auditor



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 7, 2011  
**PREPARATION DATE:** June 2, 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.

ST

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

BACKGROUND/ALTERNATIVES: 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, Helmswoth-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, of Section 26, T139N, R81W of the 5<sup>th</sup> Principal Meridian, City of Mandan, Morton County, North Dakota be vacated. Fully described as follows:

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 7, 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 3<sup>rd</sup> day of May, 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 Addition, 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 7, 2011, by at least two-thirds vote of all the members of the Board of City Commissioners.

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President, Board of City Commissioners

ATTEST:

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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 7<sup>th</sup>, 2011

Final Passage: June 7<sup>th</sup>, 2011

Publication Date: \_\_\_\_\_

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

**C E R T I F I C A T E**

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 utility easement 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 utility easement 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 7<sup>th</sup> day of June, 2011.

---

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 7<sup>th</sup>, 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 to 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 7<sup>th</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 utility vacation resolution.

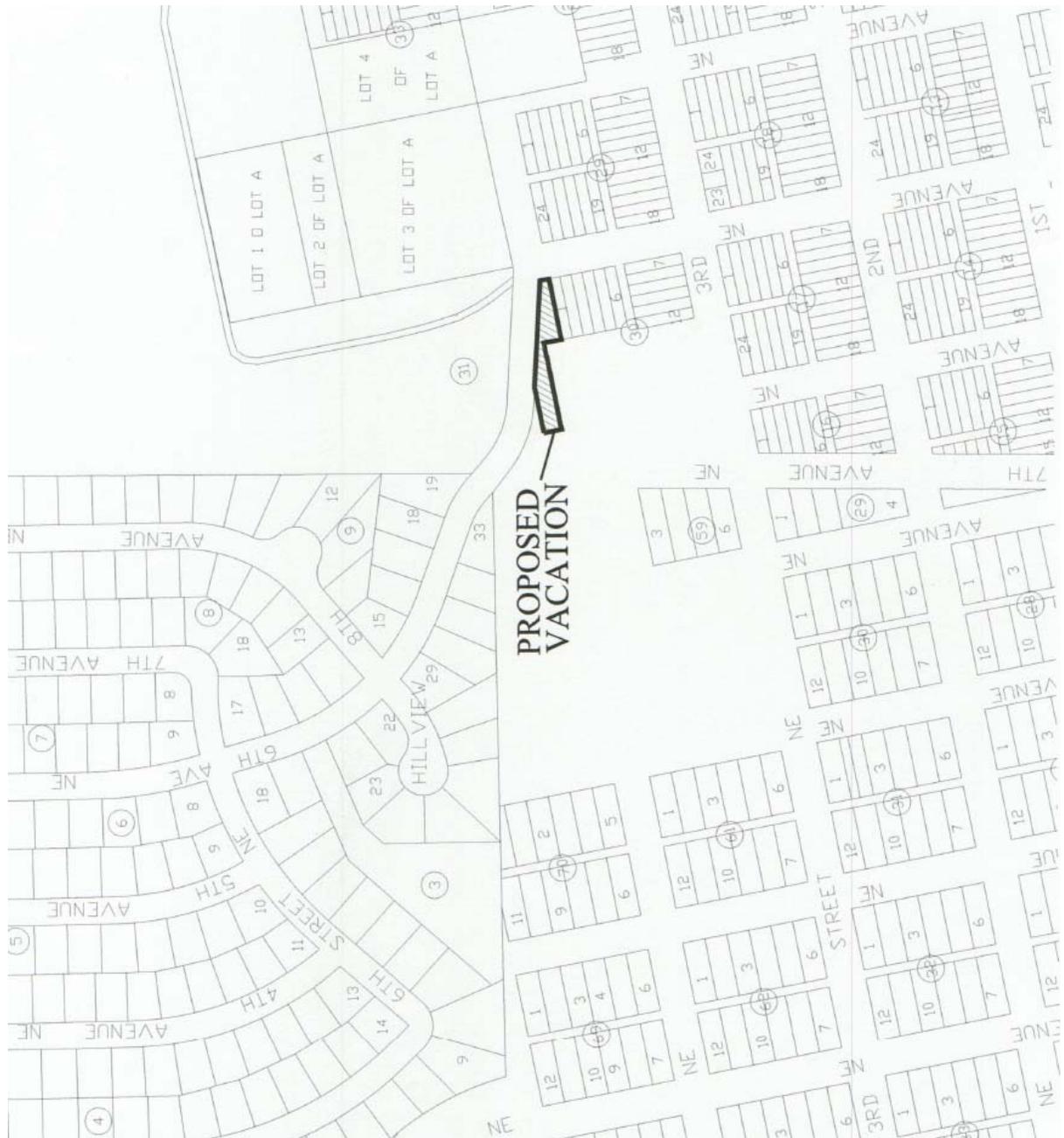
Board of City Commissioners

Agenda Documentation

Meeting Date: June 7<sup>th</sup>, 2011

Subject: Vacate public right-of-way, Block 30, Helmsworth-McLean Addition

Page 6 of 6





## Board of City Commissioners

### Agenda Documentation

**MEETIN DATE:** June 7, 2011  
**PREPARATION DATE:** May 25, 2011  
**SUBMITTIN DEPARTMENT:** Finance Department  
**DEPARTMENT DIRECTOR:** Greg Welch  
**PRESENTER:** Greg Welch  
**SUB ECT:** Special Assessments for Snow Removal of 2011

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**STATEMENT/PURPOSE:**

Consider approval of individual Special Assessments for Snow Removal of 2011.

**BACKGROUND/ALTERNATIVES:**

According to the Mandan Municipal Code:

***Section 10-04-15 Duty of owner to remove snow and ice.***

The owner of every lot or parcel of land within the city along which sidewalks have been constructed shall clear the sidewalks on or along such lots or parcels of land, of all accumulations of snow and ice, within twenty-four hours after the same has fallen or accumulated. The owner shall keep such sidewalks free from accumulation of snow and ice, provided that no person shall be required to clear such sidewalks during the continuance of a snow storm. On lots or parcels of land where the sidewalk runs to alleys or other public ways, the owner of such property shall be responsible to clear snow and ice from said surfaces for one-half the distance across the alley or public way or to the gutter line of the street. Any owner who refuses or fails to keep sidewalks upon the property free from snow and ice shall be guilty of an offense and shall be subject to a penalty as provided in Section 10-04-19.

*Source: Ord. 707 § 1, (1985); MCC § 8-02-31 (1979)*

***Section 10-04-16 City to remove snow and ice--Assessment.***

Upon the refusal or failure of any property owner to remove snow and ice from the sidewalk within the time provided in Section 10-04-15, the city engineer shall cause the sidewalk to be cleared of snow and ice and the necessary expenses thereof shall be chargeable against the abutting property. Annually on or before May 1st, the city engineer shall make and file in the office of the city auditor a list showing separately the amount chargeable and assessed against

each lot and parcel of land and stating the name of the owner of each such lot or parcel so far as known to him. The costs assessed against the property owner shall include the costs of giving all notices required by law, the costs of making the assessment, the actual costs of the snow and ice removal plus administrative costs which shall be determined by the board of city commissioners.

*Source: Ord. 707 § 2, (1985); MCC § 8-02-32 (1979)*

***Section 10-04-17 Notice of meeting to confirm snow and ice removal report and assessment.***

The city auditor shall give notice of the hearing and confirmation of the report of snow and ice removal and of the assessment therefore at the regular June meeting of the board of city commissioners. Such notice shall notify all persons objecting to the report and assessment to appear and present their objections. The notice shall be published once each week for two consecutive weeks in the official municipal newspaper and the last publication shall not be less than eight days before the date set for the hearing.

*Source: Ord. 707 § 3, (1985); MCC § 8-02-33 (1979)*

***Section 10-04-18 Hearing on snow and ice removal assessment--Confirmation--Certificate attached to assessment list.***

At the meeting of the board of city commissioners in June or at such later meeting as the hearing and confirmation of such assessment may be adjourned to, the board of city commissioners shall consider and hear any objection to the snow and ice removal assessment, or to any part thereof, and after revising or correcting the assessment, if revision or correction is necessary, it shall approve and confirm the same. The city auditor shall attach to the assessment list his certificate that the list is correct as confirmed by the board of city commissioners and shall file the same in his office, and shall certify the assessment in the manner provided in NDCC Section 40-24-11.

*Source: Ord. 707 § 4, (1985); MCC § 8-02-34 (1979)*

**ATTACHMENT:**

Notice of Assessments

**FISCAL IMPACT:**

Cost = \$320.00

Administration (10%) = \$32.00

Total = \$352.00

**STAFF IMPACT:**

Minimal

**LEGAL REVIEW:**

The Notice of Assessments was prepared in accordance with the Mandan Municipal Code.

RECOMMENDATION:

To approve the individual Special Assessments for Snow Removal of 2011.

SUGGESTED MOTION:

Move to approve the individual Special Assessments for Snow Removal of 2011.

NOTICE IS HEREBY GIVEN that the following is a true and complete list of the particular lots and tracts of land on which the City of Mandan caused the removal of snow and performance of such act which contributed to the safety and welfare of the community:

<u>Seq#</u>	<u>Block</u>	<u>Lot</u>	<u>Address</u>	<u>Amount</u>
<u>Mandan Proper</u> 3651	39	10	306 4 <sup>th</sup> Avenue NW	55.00
<u>Sharon Heights 2<sup>nd</sup></u> 5851	3	37	1812 Sunset Drive NW	<u>297.00</u>
			TOTAL	352.00

TAKE FURTHER NOTICE that the Board of City Commissioners of the City of Mandan will meet in regular session at City Hall on June 07, 2011 at 5:30 p.m. at which meeting action will be taken upon such assessment list. Any person may appear to present testimony regarding the above assessments.

Diane I Leingang

Publish: May 13, 2011  
May 20, 2011



**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02-2011)

Consent No. 2i-2v

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Fort Abraham Lincoln Foundation is hereby authorized to conduct games of  
 (Full, Legal Name of Gaming Organization)  
 chance under the license granted by the Attorney General of the State of North Dakota at the following  
 location: West side Bar and Grill / Mulligans the address of which is:  
501 Burlington Street Mandan 58554 Morton  
 (Street) (City) (Zip Code) (County)  
 Date(s) Authorized: Beginning 7/1/11 Ending 6/30/12  
 Specific location where games of chance will be conducted and played at the site (required): Both ends of the bars  
excluding the bathrooms  
 Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)  
 1. Days of week of gaming operations \_\_\_\_\_  
 2. Hours of gaming \_\_\_\_\_  
 3. List each specific game type prohibited \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Attorney General Date Signature of City/County Auditor Date  
 \_\_\_\_\_  
 PRINT Name / Official Position of person signing above

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02-2011)

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

Fort Abraham Lincoln Foundation is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location: Seven Seas the address of which is:

2611 Old Red Trail Mandan 58554 Morton  
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/11 Ending 6/30/12

Specific location where games of chance will be conducted and played at the site (required):  
The entire bar area excluding the bathroom.

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List <u>each</u> specific game type prohibited _____ _____ _____
---

\_\_\_\_\_  
 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

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**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02-2011)

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

Fort Abraham Lincoln Foundation is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location: Midway Lanes the address of which is:

3327 Memorial Hwy. Mandan 58554 Morton  
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/11 Ending 6/30/12

Specific location where games of chance will be conducted and played at the site (required):  
The entire bar area excluding the bathroom.

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List <u>each</u> specific game type prohibited _____ _____
--

\_\_\_\_\_  
 Attorney General Date Signature of City/County Auditor Date

\_\_\_\_\_  
 PRINT Name / Official Position of person signing above

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**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02-2011)

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

Fort Abraham Lincoln Foundation is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location: Lonesome Dove the address of which is:

3929 Memorial Hwy. Mandan 58554 Morton  
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/11 Ending 6/30/12

Specific location where games of chance will be conducted and played at the site (required):  
The entire bar area excluding the bathroom.

Number of twenty-one tables (required) (if zero, enter "0") : 2

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List <u>each</u> specific game type prohibited _____ _____
--

\_\_\_\_\_  
 Attorney General Date Signature of City/County Auditor Date

PRINT Name / Official Position of person signing above

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**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02-2011)

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

Fort Abraham Lincoln Foundation is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location: Broken Oar the address of which is: 4724 Pintail Loop Mandan 58554 Morton  
 (Street) (City) (Zip Code) (County)  
 Date(s) Authorized: Beginning 7/1/11 Ending 6/30/12  
 Specific location where games of chance will be conducted and played at the site (required):  
The entire bar area excluding the bathroom.

Number of twenty-one tables (required) (if zero, enter "0") : 1

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body) 1. Days of week of gaming operations _____ 2. Hours of gaming _____ 3. List <u>each</u> specific game type prohibited _____ _____
--

_____ Attorney General	_____ Date	_____ Signature of City/County Auditor	_____ Date
----- PRINT Name / Official Position of person signing above -----			

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 Telephone: 701-328-2329 OR 800-326-9240



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** June 7, 2011  
**PREPARATION DATE:** June 1, 2011  
**SUBMITTING DEPARTMENT:** Engineering/Planning  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider for approval the final plat of Heart Ridge Addition.

---

**STATEMENT/PURPOSE:** To accept the subject final plat.

**BACKGROUND/ALTERNATIVES:** Request from Lance Wachter. Final plat was approved by the Planning and Zoning Commission May 23, 2011. Residential development.

**ATTACHMENTS:** 1. Office Report  
2. Final Plat  
3. 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 subject plat.

**SUGGESTED MOTION:** I move to approve the final plat of Heart Ridge Addition.

**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.

# HEART RIDGE ADDITION

PART OF THE EAST 1/2 OF THE SE 1/4 SECTION 34  
 T. 139 N., R. 81 W.  
 TO THE CITY OF

## MANDAN, NORTH DAKOTA

S 89°37'14" W

**DESCRIPTION**

ALL THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 SECTION 34 TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, MORTON COUNTY, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT LIES SOUTH 89 DEGREES 33 MINUTES 38 SECONDS WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 28 SECONDS EAST A DISTANCE OF 76.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 34 TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 33 MINUTES 38 SECONDS WEST, A DISTANCE OF 1054.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 204.70 FEET; THENCE NORTH 04 DEGREES 11 MINUTES 51 SECONDS WEST, A DISTANCE OF 150.64 FEET; THENCE NORTH 19 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 76.47 FEET; THENCE NORTH 28 DEGREES 24 MINUTES 23 SECONDS EAST, A DISTANCE OF 186.60 FEET; THENCE NORTH 03 DEGREES 48 MINUTES 28 SECONDS WEST, A DISTANCE OF 188.03 FEET; THENCE NORTH 42 DEGREES 18 MINUTES 27 SECONDS WEST, A DISTANCE OF 137.28 FEET; THENCE NORTH 77 DEGREES 07 MINUTES 20 SECONDS WEST, A DISTANCE OF 102.51 FEET; THENCE NORTH 28 DEGREES 48 MINUTES 48 SECONDS EAST, A DISTANCE OF 124.38 FEET; THENCE NORTH 41 DEGREES 28 MINUTES 17 SECONDS WEST, A DISTANCE OF 188.82 FEET; THENCE NORTH 14 DEGREES 37 MINUTES 25 SECONDS WEST, A DISTANCE OF 71.80 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 34; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, CONTINUING ALONG SAID WEST LINE A DISTANCE OF 424.07 FEET; THENCE SOUTH 83 DEGREES 51 MINUTES 58 SECONDS EAST, A DISTANCE OF 284.63 FEET; THENCE NORTH 78 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 203.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 110.88 FEET; THENCE NORTH 32 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 214.80 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 14 SECONDS WEST, A DISTANCE OF 454.80 FEET TO THE CENTERLINE OF 7TH AVENUE SOUTHWEST; THENCE SOUTH 00 DEGREES 03 MINUTES 53 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 847.19 FEET TO THE SOUTH LINE OF 14TH STREET SOUTHWEST; THENCE SOUTH 89 DEGREES 06 MINUTES 17 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 225.87 FEET TO THE WEST LINE OF 8TH AVENUE SE; THENCE SOUTH 00 DEGREES 17 MINUTES 28 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 1216.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 45.93 ACRES MORE OR LESS.

NUMBER	ARC LENGTH	DELTA ANGLE	TANGENT	RADIUS
A	133.24	307°21'11"	48.24	250.00
B	157.58	37°05'49"	60.88	350.00
C	383.97	53°00'00"	308.33	400.00
D	41.50	06°57'07"	20.79	400.00
E	483.05	15°24'57"	281.40	800.00
F	138.63	20°00'00"	70.53	400.00
G	244.43	35°00'43"	126.17	400.00



APRIL 26, 2011

SCALE - 1"=100'

○ MONUMENT TO BE SET

○ MONUMENT FOUND

**APPROVAL OF CITY PLANNING COMMISSION**

THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, ND ON THE DAY OF \_\_\_\_\_, 2011, IN ACCORDANCE WITH LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF MANDAN AND REGULATIONS ADOPTED BY THE SAID PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS AND SEALS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN.

BILL ROBINSON - CHAIRMAN  
 DAVE BETCHEL - SECRETARY

**APPROVAL OF BOARD OF CITY COMMISSIONERS**

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THE ANNEXED PLAT, HAS ACCEPTED THE DEDICATION OF ALL STREETS SHOWN THEREON, HAS APPROVED THE GROUNDS AS SHOWN ON THE ANNEXED PLAT AS AN ADDENDUM TO THE MASTER PLAN OF THE CITY OF MANDAN, NORTH DAKOTA, AND DOES HEREBY VACATE ANY PREVIOUS PLATTING WITHIN THE BOUNDARY OF THE ANNEXED PLAT.

THE FOREGOING ACTION OF THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, WAS TAKEN BY RESOLUTION APPROVED THE DAY OF \_\_\_\_\_, 2011.

TM HELDING - MAYOR  
 ATTEST: MI NEUBAUER  
 CITY ADMINISTRATOR

**APPROVAL OF CITY ENGINEER**

I, \_\_\_\_\_, CITY ENGINEER OF THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "HEART RIDGE ADDITION", MANDAN, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

**SURVEYOR'S CERTIFICATE**

I, TERRY BALTZER, A REGISTERED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON \_\_\_\_\_ AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT ALL MONUMENTS REQUIRED TO BE SET PRIOR TO RECORDING HAVE BEEN SET.

STATE OF NORTH DAKOTA) TERRY BALTZER, REGISTERED LAND SURVEYOR  
 COUNTY OF BURLEIGH) BISMARCK, N.D. 58004 N.D. REGISTRATION NO. 3585

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011, BEFORE ME PERSONALLY APPEARED TERRY BALTZER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

DAVID PATRICE, NOTARY PUBLIC  
 BURLEIGH COUNTY, NORTH DAKOTA  
 MY COMMISSION EXPIRES AUGUST 24, 2016

**OWNER'S CERTIFICATE & DESIGNATION**

KNOW ALL MEN BY THESE PRESENTS THAT LANCE WACHTER AND GAIL WACHTER BORN THE OWNERS AND PROPRIETORS OF THE PROPERTY SHOWN HEREON HAVE CAUSED THAT PORTION DESCRIBED HEREON TO BE SURVEYED AND PLATTED AS HEART RIDGE ADDITION, MANDAN, NORTH DAKOTA.

THEY ALSO DEDICATE EASEMENTS TO RUN WITH THE LAND, FOR GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES INCLUDING SANITARY SEWER AND WATER MAINS OR UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

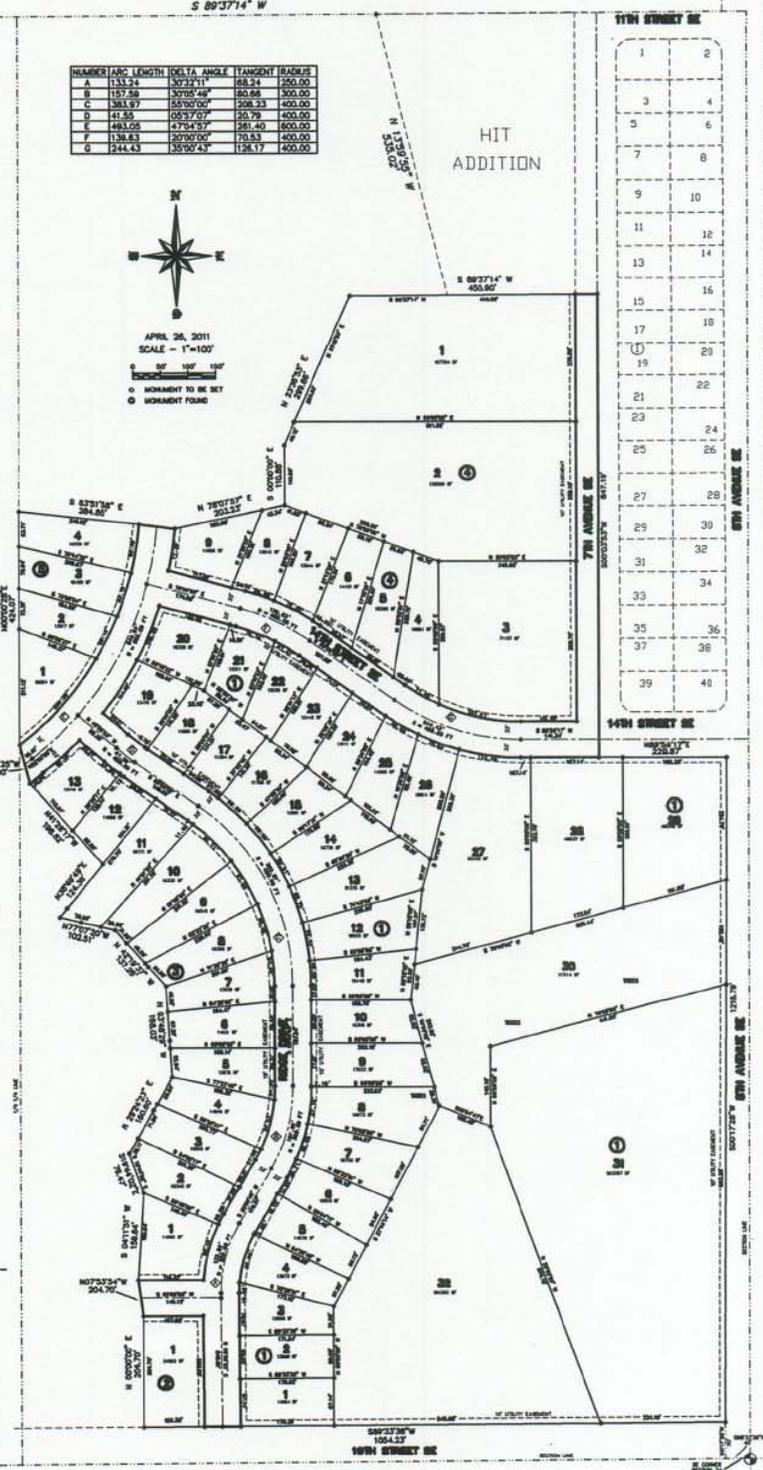
LANCE WACHTER  
 PO BOX 520  
 BISMARCK ND 58502

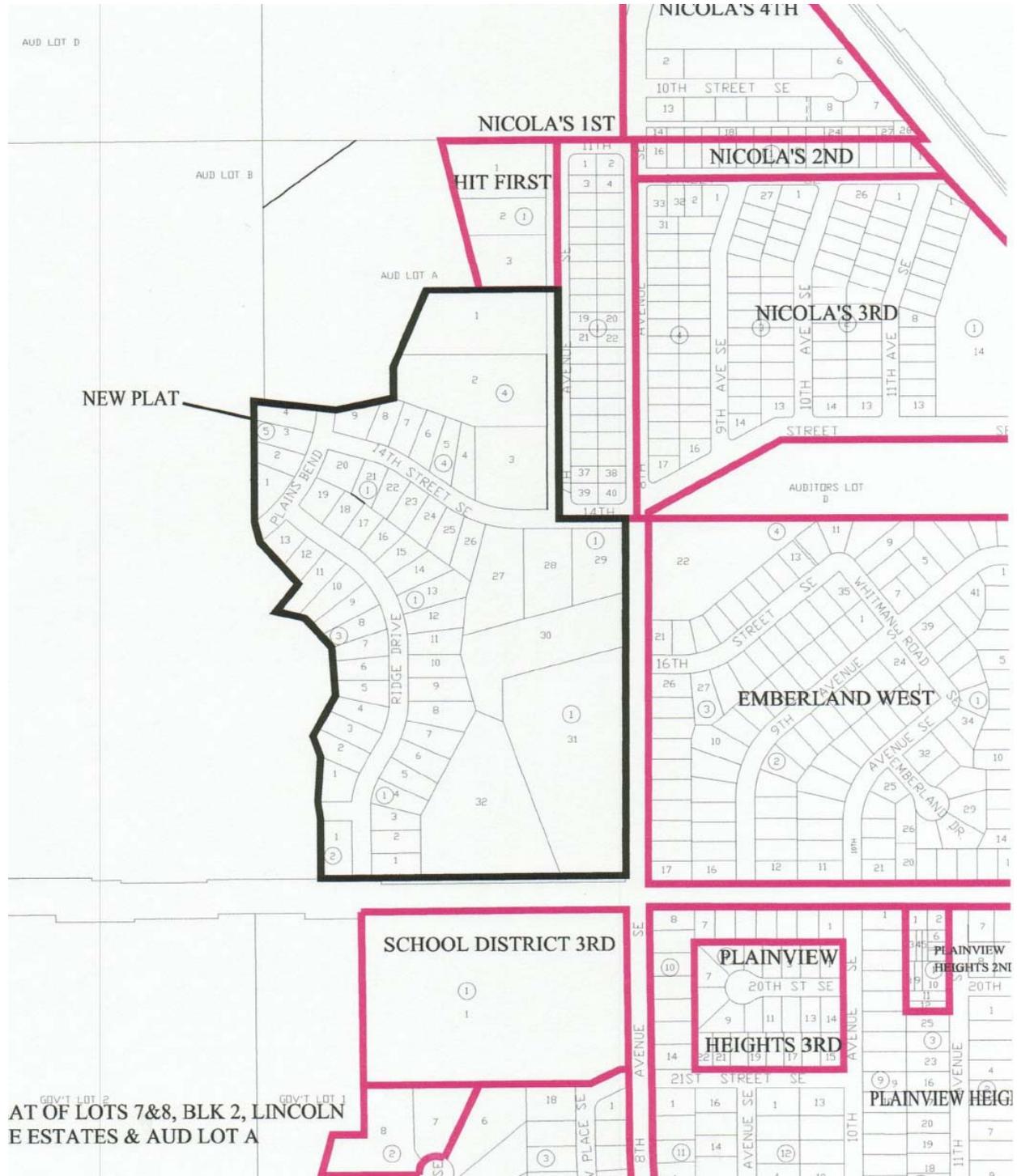
GAIL WACHTER  
 PO BOX 520  
 BISMARCK ND 58502

STATE OF NORTH DAKOTA) )  
 COUNTY OF BURLEIGH) )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011, BEFORE ME PERSONALLY APPEARED LANCE WACHTER AND GAIL WACHTER KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

DAVID PATRICE, NOTARY PUBLIC  
 BURLEIGH COUNTY, NORTH DAKOTA  
 MY COMMISSION EXPIRES AUGUST 24, 2016







## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 7, 2011  
**PREPARATION DATE:** June 3, 2011  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Ellen Huber, Business Development & Communications Director and/or Oaktree real estate agents  
**SUBJECT:** Offer(s) on 116 E Main

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**STATEMENT/PURPOSE:** To consider an offer received at the May 3 meeting for a city-owned building and land at 116 E Main.

**BACKGROUND/ALTERNATIVES:** The City Commission received an offer at its May 3, 2011, meeting for the 116 E Main property from Scott Johnson in the amount of \$15,000 with a stipulation that the City of Mandan bring a fire service water line to the building and with a commitment for improvements estimated at \$104,900. Johnson indicated that he would apply for Renaissance Zone tax benefits and the Storefront Improvement Program for \$10,000 in matching funds. The City's cost for the water line was estimated at about \$20,000. Thus, while the City would receive \$15,000 in payment, the requested cash outlay is approximately \$30,000 (\$10k storefront + \$20k waterline) without assurances that the business use for the building would require a fire suppression system or fill a gap in the community.

The property has been listed with Oaktree Realty since Feb. 17, 2011. There have been additional inquiries and expressions of interest. Johnson's offer required closing on or before May 31, 2011. He was primarily concerned about the ability to line up a roofing contractor in 2011 if a decision and arrangements are not made soon. At a May 17 meeting of the City Commission, Johnson withdrew the contingency for the waterline but stipulated his offer was only good through May 31.

The City Commission moved at its May 17, 2011, meeting to retain Scott Johnson's offer while encouraging other offers through at least the June 7 meeting.

A counter offer was prepared and submitted May 24 to Pat Maddock of Oaktree Realty for presentation to Mr. Johnson. The counter offer stated:

1. Extend purchase offer to closing on or before June 30, 2011,

2. Eliminate contingency for City of Mandan to supply water line for fire suppression system,
3. Supply a letter of intent to lease from the retail business referenced at May 17 meeting of City Commission,
4. Deposit funds for the rehabilitation 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 addressed 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.

As of June 2, the real estate agent had not yet presented Mr. Johnson with the counter offer due to the flooding of Johnson's home. More may be known by the June 7 meeting and other offers may be received.

ATTACHMENTS:

- 116 E Main information sheet
- Scott Johnson offer

FISCAL IMPACT: Johnson offer —\$15,000 and an improved building that likely would be re-occupied and back on the tax rolls after five years of exemption.

STAFF IMPACT: Minimal.

LEGAL REVIEW: Attorney Brown has been involved in consultations.

RECOMMENDATIONS: Will depend on Scott Johnson's response to the counter offer as well as any other offers received. It may be prudent to take any new offers under advisement.

SUGGESTED MOTIONS: None at this time.

Subject Building



## PROPERTY INFORMATION

For parties interested in Acquisition & Renovation  
of City-Owned Building at 116 E Main, Mandan, North Dakota



**CITY OF  
MANDAN**

"WHERE THE WEST BEGINS"

**Issued Feb. 17, 2011**

City of Mandan  
205 Second Avenue NW  
Mandan, North Dakota 58554  
Phone: 701-667-3215  
[www.cityofmandan.com](http://www.cityofmandan.com)

**Seeking Buyers Interested in Redevelopment of Downtown Building**

The City of Mandan is seeking buyers interested in acquisition and rehabilitation of a building at 116 E Main Street. The main level is suited to a retail business. The second story has two apartments.

The building is located in our city's central business district, near city hall, the county courthouse, professional services and niche retail. The City of Mandan is committed to having the properties placed on the Bismarck Mandan Realtors Association Multiple Listing Service for a minimum of 60 days before offers will be considered, through at least April 18, 2011; and for as long as 6 months, through Aug. 19, 2011. Submit offers to:

Oaktree Realtors  
3015 Memorial Highway  
Mandan, ND 58554

Listing Agents

Karen Fleck  
Office: 701-663-3535  
Cell: 701-400-7066

Pat Maddock  
Office: 701-223-7422  
Cell: 701-391-8867

**REQUIREMENTS**

Asking price · \$50,000

Deposit · In addition to the purchase price, a deposit of \$5,000 will be required to be made at closing and refundable upon completion of building rehabilitation (certificate of occupancy for main level and apartments).

Timeline for renovation · The City Commission reserves the right at its sole discretion to extend the timeline if warranted.

Start of building rehabilitation .....October 1, 2011  
(Property reverts back to City of Mandan if deadline is not met and deposit retained.)

Building substantially complete by .....March 1, 2012  
(Deposit returned to buyer)

All offers are subject to review and consideration by the Mandan City Commission. The City reserves the right to: 1) conduct interviews with some or all parties who submit offers, 2) reject any and all offers or portions thereof, 3) hold all offers or responses for a period of thirty (30) days after receipt to allow for scheduling of City Commission meetings, 4) negotiate modifications of project descriptions to a lesser or greater magnitude than described in the response, 5) accept the response(s) deemed most favorable to the best interest of the City of Mandan, and 6) advertise for new offers/responses as may be deemed necessary.

Be advised as per North Dakota open records law that responses may be released to the public if requested except for portions subject to NDCC 44-04-18.4 pertaining to confidentiality of trade secret, proprietary, commercial, and financial information.

## Site Profile



### Additional Property Information

- Block 6, Lot 7, Mandan Proper
- Lot is 3,250 ft<sup>2</sup> (25qX 130q)
- Building is 25qX 80q(2,000 sf per floor, two stories and a basement), vacant since 2006.
- Irwin Marcovitz Building constructed in 1926, on list of contributing properties to Mandan's historic district.
- Sells as is; roof has a leak.

Property Tax Estimates (2010 levy of 409 mills equal to 2.045% of value)  
Full and true value: land, \$14,900; building, \$51,000. Annual taxes are \$1,348.

### Special Assessments

Payoff balance figured to 1/31/2011 of \$2,872.22; annual payment of \$646.29

### Zoning

The site is in an area zoned CB, which is commercial permitting a variety of commercial, retail and multi-family residential uses.

Also subject to DC Downtown Core District zoning overlay (Mandan Municipal Code, 21-04-17) requirements for building design and renovation. Improvements to exterior subject to application for consideration by Mandan Architectural Review Commission.

### Parking

Off-street parking is not required for properties within the Downtown Parking District (Mandan Municipal Code 21-03-10.6).

Customer parking restricted to 90 minutes is available on Main Street and the avenues. Parking is enforced Mondays through Fridays during daytime hours. A courtesy ticket is issued to those who park overtime in a time-restricted area if the vehicle has not been associated with a violation in the previous 180 days.

Public parking areas are located in close proximity to the parcels. Following is their status as of early February 2011:

- Lot C (south of Main Street between Collins Avenue and First Avenue NW) · 52 spaces with 7 for public parking restricted to 90 minutes, and 45 available free of charge for all-day parking with exception of no overnight parking allowed two to three nights a week.
- Lot D (west of Collins Avenue) · contains 26 spaces including 17 spaces available to the public with a 90-minute restriction and 9 spaces rented spaced for all-day parking.
- Lot E (south side of Fire Station) · 11 spaces; all currently rented at \$20 per month.
- Lot F (east side of Fire Station) · 11 spaces reserved for firefighters; 46 spaces available for rent at \$20 per month; only 21 spaces are currently rented.

A parking map is available.

### Utilities

Site maps with utility easement agreements and maps with locations for sewer and water service lines and mains are available for reference.

### Institutional Control Ordinance

The property is within the city's Environmental Institutional Control District as defined by the Mandan Code of Ordinances Chapter 21-10 (created by Ordinance 1002) which establishes requirements for liability assurances. Any new construction must be slab on grade with a contingency plan that may need to incorporate vapor barriers, a venting system, groundwater suppression/collection, and specialized HVAC as determined by a professional engineer.

### Liability Protection

North Dakota Century Code 23-20.3-03.1 as amended during the 2005 state legislative session provides that a purchaser of property cannot be held liable for the cleanup of an environmental condition as long as the party does not contribute to or worsen the condition. Pursuant to this legislation, property owners, prospective owners, lenders, and tenant/operators may submit a Request for Responsibility Exemption and Regulatory Assurance (SFN 59226) from the North Dakota Health Department.

*A complete copy of all property information, including supporting documentation and maps, is available on the City of Mandan website at [www.cityofmandan.com](http://www.cityofmandan.com).*

## Development Incentives

The City of Mandan is poised to help owners of commercial properties and businesses succeed with several tools. Each is subject to application and consideration by the appropriate review committee and the Mandan City Commission.

- **Renaissance Zone Incentives:** Five-year, 100% property tax exemption on the taxable value of the proposed building(s) and a five-year, 100% state exemption on income derived from business activity within the building(s). The lease of a property for a new or expanding business is also a qualifying event for the incentives. Exemptions may transfer with the property to a qualified user on a prorated basis.
- **Downtown Storefront Improvement Program:** Storefront funds are provided in the form of a maximum \$10,000 forgivable loan for up to 50 percent of the investment in rehabilitating a building façade. The interest-free loans are pro-rated and forgiven over the course of three years contingent on project completion and the building remaining intact during this period. Qualifying improvements must be to areas visible from the public right of way and may include replacement of exterior finishes, reconfiguring entrances, door and window replacement, awnings, lighting, paint, signs and landscaping. Deadlines for applications in 2011 are Feb. 1, May 2, Aug. 1, and Nov. 1.
- **Retail and Restaurant Incentive Program:** New and expanding businesses that fill a gap in the city's market profile and that meet other program criteria may apply to receive assistance for up to \$5 per square foot of operating space for their first 12 months, not to exceed \$20,000 per property. The budget for the program in 2011 is \$60,000 and thus funding may not be available at the time of a request.

## Other Incentives

- **Revolving loan pool:** The Lewis and Clark Regional Development Council administers an intermediary loan program from USDA Rural Development attained specifically for business development in Mandan. Owner equity of at least 10 percent of total project costs is required. The IRP loan can be no more than 50 percent of total financing needs not to exceed \$250,000 per project. For more info, call 701-667-7624.

## Resource Contact Information

<u>Title</u>	<u>Name</u>	<u>Phone</u>
City Staff		
City Administrator	Jim Neubauer	701-667-3215
Business Development Director	Ellen Huber	701-667-3485
Engineering and Planning -Project Director	Dave Bechtel	701-667-3225
Building Inspection and Assessing	Richard Barta	701-667-3230
Finance Director	Greg Welch	701-667-3213
Public Works	Jeff Wright	701-667-3240
Fire Chief	Steve Nardello	701-667-3288
Advisors/Consultants		
Economic Development	Bismarck-Mandan Development Association Richard Mower	701-222-5530
Environmental Remediation	N.D. Health Dept. Scott Radig	701-328-5166

*For additional information such as the City of Mandan's Downtown Redevelopment Plan, site plan and building design requirements, and remediation reports, visit [www.cityofmandan.com](http://www.cityofmandan.com). If you have other questions not answered here, please contact Ellen Huber, City of Mandan Business Development & Communications Director at 701-667-3485 or [ehuber@cityofmandan.com](mailto:ehuber@cityofmandan.com).*

5/3/2011

Dear Honorable Mayor and City Commissioners;

Listed and attached are cost estimates for repairs the building at 116 E Main requires. That I will commit to complete.

1. \$19,900 New Roof
2. \$ 5000 Plywood support for Roof
3. \$30,000 Automatic fire protection system
4. \$25,000 Rehabbing two upstairs apartments and remodel main floor retail space.
5. \$ 5000 Repair broken plumbing.
6. \$20,000 Updating façade , replacing windows and installing handicapped entry.

Sincerely;

Scott A Johnson



# Rapid Fire Protection Inc.

1805 Samco Road. Rapid City, SD. Phone: 605.348.2342. Fax: 605.348.0108

---

Date: 5-2-11

Attn: Scott Johnson

**Subject: Budget Bid for Building up for sale**

Thank you for the opportunity to bid this project. We really do appreciate it.

**Scope of Work :**

1. Labor and material associated with retro-fitting the building with an automatic fire protection system per NFPA 13, local and state standards.
2. Our proposal is not based off of plans or specifications section and is subject to change after review of complete set of plans.
3. Our proposal is based off of utilizing a wet system for the entire building.
4. Our proposal includes all taxes.
5. Auto Cad files to be provided to our design team at no cost.

**Exclusions:**

1. Our proposal does not include any underground piping. We will need the underground to be flushed and tested by others. Our work starts at a flange inside the building.
2. Our proposal does not include any electrical work, fire alarm system panels, detectors or wiring of any kind. We will provide all switches that are needed to complete the fire sprinkler system.
3. Our proposal assumes that there will be adequate water available to supply the fire sprinkler system without the use of a fire pump.
4. Our proposal does not include performance or payment bond. This can be provided for an additional cost of 1%.
5. The intent of this bid is for budget purposes only, and is subject to change with the review of the site and a complete set of drawings.

We respectfully request a bid tabulation be made available.

We guarantee our pricing for 30 days. After this time period we may withdraw this bid for any reason.

Our budget price is around thirty thousand dollars (\$30,000)

Sincerely,

Gabriel Hastings  
Rapid Fire Protection, Inc.

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

---

# Proposal

P.O. Box 86  
Mandan, ND 58554  
701-663-3196



P.O. Box 545  
Dickinson, ND 58602  
701-483-7663

1-800-767-3578 • FAX 701-663-0027

PROPOSAL SUBMITTED TO Scott Johnson		PHONE 223-1121	DATE May 2, 2011
STREET		JOB NAME Old Mandan Bookstore	
CITY, STATE AND ZIP CODE		JOB LOCATION Mandan, ND	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- 1) Remove existing roofing down to wood deck. If there is any bad decking it will have to be replaced on time and material basis.
  - 2) Install 1 layer 2" polyisocyanurate insulation (LTR 12.1).
  - 3) Install 1 layer 1/2" recovery board.
  - 4) All insulation mechanically fastened to deck with screws and plates.
  - 5) Apply a 60-mil EPDM rubber roof system fully adhered to the recovery board.
  - 6) Flash all walls and curbs with 60-mil EPDM flashing membrane. All details as per manufacturer specifications.
  - 7) Furnish and install new prefinished wall cap, gutter and downspout.
  - 8) The existing parapet wall may require repairs to be suitable to install membrane flashing. This work to be done by others.
  - 9) Five (5) year guarantee.
- \* To obtain a 10-year manufacturer's warranty "add" \$500.00.

"Plumbing, mechanical, or electrical not included unless specified above."

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Nineteen thousand, four hundred and 00/100----- dollars (\$ 19,400.00).

Payment to be made as follows:

100% upon completion

A late charge of 1½% per month will be added to charges not paid within 30 days of billing.  
We reserve the right to file a mechanic's lien if not paid within 30 days of billing.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_  
MARVIN MILLER, PRESIDENT  
Note: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized

Signature \_\_\_\_\_

PURCHASE AGREEMENT # 1121



PAGE 1

This form is approved by the Bismarck Mandan Board of REALTORS® which disclaims any liability out of use or misuse of this form.

Date 4-30-11 MLS Listing # 313960 Page 1 of 6 Pages

References to "day" or "days" in this Purchase Agreement shall be construed as business days. Business days are defined as Monday through Friday, excluding Federal and State holidays.

Time is of the essence in this Purchase Agreement.

ENTIRE AGREEMENT: This Purchase Agreement, and any addenda or amendments signed by the parties, and any attached exhibits shall constitute the entire agreement between Seller(s) and Buyer(s) and supersedes any other written or oral agreements between Seller(s) and Buyer(s). This Purchase Agreement can be modified only in writing signed by Seller(s) and Buyer(s).

Buyer(s) SCOTT A. JOHNSON has/have agreed to pay FIFTEEN THOUSAND AND 00/100 Dollars (\$ 15,000.00 )

for the Property at: Street Address 116 EAST MAIN STREET

City of MANDAN County of MORTON State of ND Zip 58554

Legally described as: LOT 7, BLOCK 6, MANDAN PROPER

The sum of ONE THOUSAND AND 00/100 Dollars (\$ 1000.00 ) has been received from Buyer(s) by (Check one):  Check  Cash  Note as earnest money to be deposited upon acceptance of Purchase Agreement by all parties, on or before the next business day after acceptance, in the trust account of OAKTREE REALTORS, (Check one):  Listing  Selling Broker or to be returned to Buyer(s) if Purchase Agreement is not accepted by Seller(s). Buyer(s) agrees to pay in the following manner: Earnest money in the amount mentioned above, and additional earnest money of \$ \_\_\_\_\_ due on \_\_\_\_\_ Financing, if any, shall be as follows: (Check one):  CONVENTIONAL  FHA  VA  ASSUMPTION  CONTRACT FOR DEED  OTHER: CASH AT CLOSING

PRE-APPROVAL: Buyer(s) shall provide Seller(s) within \_\_\_\_\_ days, at 5 p.m., with written evidence acceptable to Seller(s) from a lender, showing pre-approval of a loan sufficient to allow Buyer(s) to purchase the property. If Buyer(s) fails to timely provide such written evidence, either party has the option to terminate this purchase agreement. If financing fails after the contingency completion date, earnest money shall be released:  to Buyer  to Seller  Other Agreement: \_\_\_\_\_; provided, that nothing herein shall limit the right of Seller to pursue all available remedies for breach of this purchase agreement.

Including the following Property, if any, owned by Seller(s) and used and located on said Property: garden bulbs, plants, shrubs, and trees; storm windows, storm doors, screens, and awnings; window shades, blinds, traverse, curtain and drapery rods; attached lighting fixtures and bulbs; plumbing fixtures, water heater, heating plants; built-in air conditioning equipment, electronic air filter, sump pump, attached television antenna, cable TV jacks and wiring, built-in humidifier and dehumidifier; attached basketball hoops; water softener (Check one):  Owned  Rented  None; propane tank and controls: (Check one):  Owned  Rented  None; BUILT INS: dishwashers, garbage disposals, trash compactors, ovens, cook top stoves, microwave ovens, hood fans, intercoms; ATTACHED: carpeting, mirrors, garage door openers and any controls, smoke detectors, fireplace screens, doors, and heat circulating inserts; and the following personal property (which is included at no additional value): NONE

The following personal property is excluded: NONE

Seller(s) agrees to remove all debris and all personal property not included herein from the Property by possession date.

Buyer(s) Initials: [Signature] Date: 4/30/11 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 04/11)

PURCHASE AGREEMENT # 1121



PAGE 2

Includes all government payment, lease, or rental fees received between (date) \_\_\_\_\_ and (date) \_\_\_\_\_ unless specified as follows: \_\_\_\_\_

Homeowner association dues, rents, and all charges for city water, city sewer, electricity, and natural gas shall be prorated between parties as of \_\_\_\_\_

Heating fuel on hand at the time of possession shall be (Check one):  Included  Purchased by Buyer(s)  N/A.

GOVERNING LAW This agreement shall be governed by, construed and interpreted in accordance with the laws of, and under the jurisdiction of, the State of North Dakota and any actions shall be venued in the county in which the property is located.

REAL ESTATE TAXES, based on the most current certified tax information available, shall be prorated between Seller(s) and Buyer(s) as of CLOSING \_\_\_\_\_, 20\_\_\_\_.

SPECIAL ASSESSMENTS shall be paid as follows: Annual Installments: Estimated annual installment due for the year of closing shall be paid by: (Check one):  Buyer(s) and Seller(s) shall prorate as of the date of closing or  Seller(s) shall pay on date of closing.

Unpaid Balance: (Check one):  Buyer(s) shall assume or  Seller(s) shall pay on the date of closing the balance of special assessments as of the date of closing. Following closing, Buyer(s) shall pay all real estate taxes and any unpaid special assessments payable therewith and thereafter, for which the payment is not otherwise provided. No representations have been made concerning the amount of subsequent real estate taxes or special assessments, including but not limited to assessments for completed special improvements, which have not been certified for collection.

CLOSING AND POSSESSION: Closing shall take place on or before MAY 31, 2011. Seller(s) shall deliver possession and keys for Property at time of closing or on \_\_\_\_\_ Settlement fee to be paid by (Check one):  Buyer(s)  Seller(s)  Other: \_\_\_\_\_. Settlement and commitment fees as defined by VA to be paid by the Seller on VA Financing. Buyer(s) agrees to allow the purchase price to be part of the Multiple Listing Service database and grants permission to use of the information by MLS participants and related government entities for comparable sales reports and statistics. Seller(s) to transfer security deposits and interest, if any, on leases to Buyer(s) at closing.

DEED/MARKETABLE TITLE: Upon performance by Buyer(s), Seller(s) shall deliver a WARRANTY deed (Warranty Deed unless otherwise specified), conveying marketable title, subject to: (A) Building and zoning laws, ordinances, state and federal regulations; (B) Restrictions relating to use or improvement of the Property; (C) Installments of special assessments or assessments for completed special improvements which have not been certified to the County Auditor for collection. (D) Prior reservation of any mineral rights; (E) Utility and drainage easements; (F) The Seller herein (Check one)  Includes mineral rights, if any, owned by Seller(s) or  Reserves minerals as set forth in Mineral Reservation Addendum; (G) Rights of tenants as follows (unless specified, not subject to tenancies): \_\_\_\_\_

(H) Others (must be specified in writing): \_\_\_\_\_

TITLE AND EXAMINATION: Seller(s), at Seller(s)'s expense, shall furnish an updated abstract of title to the property certified to date, compiled pursuant to the NDLTA Abstracting Standards Manual (02/01/06) OR an ALTA Standard Coverage Owner's title policy, insuring the buyer's interest in the property in the amount of the sales price. If, after examination, Seller(s)'s title is not insurable or free of defects and cannot be made so by Closing, then at Buyer's option, this purchase agreement shall be terminated and the earnest money shall be refunded to Buyer(s). However, Buyer(s) may waive defects and elect to purchase. Seller to pay Abstracting Fees and Owner's Policy of Title Insurance as applicable. Buyers to pay Searching Fees, Attorney's Title Examination Fee, and Lender Policy of Title Insurance.

ENVIRONMENTAL CONCERNS: To the best of the Seller(s)'s knowledge, there are no hazardous substances or underground storage tanks unless otherwise noted in Purchase Agreement.

RISK OF LOSS: If there is any loss or damage to the Property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, hail, wind, earthquake, or act of God, the risk of loss shall be on the Seller(s). If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement shall become null and void, at Buyer(s)'s option, and the earnest money shall be refunded to Buyer(s).

Buyer(s) Initials: SJS Date: 4/25/11 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 04/11)



119 INSPECTIONS AND REPAIRS: Seller(s) shall make the Property available for all inspections and tests upon reasonable notice
120 by Buyer(s). Seller(s) shall at Seller(s)'s expense have all utilities on, including any propane, at the time of inspections. Any
121 agreed upon repairs or other actions to correct items shall be completed by Seller(s) prior to Closing unless both parties agree
122 in writing that funds for such repairs shall be escrowed.
123

124 SQUARE FOOTAGE AND/OR ACREAGE: Buyer(s) is aware that any reference to the square footage and/or acreage of the
125 Property, both the real Property (land) and improvements thereon, is approximate. If square footage and/or acreage is a
126 material matter to the Buyer(s), it must be verified by the Buyer(s).
127

128 SELLER(S) WARRANTIES:

129 Seller(s) warrants that building(s) is/are, or will be, constructed entirely within the boundary lines of the Property.

130 Seller(s) warrants that there is a right of access to the Property from a public right of way.

131 Seller(s) warrants that prior to closing, payment in full will have been made for: 1.) All condo and/or home association fees;
132 and 2.) all labor, materials, machinery, fixtures, or tools, furnished within the 90 days immediately preceding the closing,
133 used in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

134 Seller(s) warrants that Seller(s) has not received any notice from any governmental authority as to violation of law,
135 ordinance, or regulation for a condition that remains uncorrected, or any other notice from any governmental authority
136 regarding the subject Property.

137 Seller(s) warrants that, if Property is subject to restrictive covenants, Seller(s) has not received any notice from any person or
138 authority as to a breach of the covenants which remains uncorrected. Any notices received by Seller(s) will be provided to
139 Buyer(s) immediately.

140 Seller(s) warrants that all appliances, heating, air conditioning, wiring and plumbing systems used and located on the
141 Property will be in working order on the date of closing, except as noted in the Property disclosure statement.

142 Seller(s) warrants that the Property is directly connected to: City Sewer: [x] yes [ ] no Well: [ ] yes [x] no

143 Water system is: [x] City [ ] Rural. If rural, will membership be transferred? [ ] yes [ ] no [x] N/A
144

145 FINAL WALK THROUGH: The Seller(s) grants Buyer(s) and any representative of Buyer(s) reasonable access to conduct a
146 final walk through of the Property for the purpose of determining that repairs have been completed and that the Property is in
147 substantially the same condition as on the date of acceptance of the contract. Seller(s) understands that the final walk through
148 requires that the utilities be on, including propane, if applicable, and the Seller(s) is responsible for providing same at his
149 expense. If Buyer(s) does not conduct such walk through, Buyer(s) specifically releases Broker(s) of any liability.
150

151 BUYER(S) RESPONSIBILITY REGARDING INSPECTIONS AND INVESTIGATIONS: Buyer(s) is advised by Broker to obtain
152 inspections and investigations of the Property. Buyer(s) acknowledges that Buyer(s) should make inquiries and consult
153 government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the use of
154 the Property and the surrounding areas under applicable building, zoning, fire, health, and safety codes, and for
155 evaluation of potential hazards. Buyer(s) shall keep the Property free and clear of liens, shall indemnify and hold Seller(s)
156 harmless from all liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections.
157 The inspection period is the Buyer(s)'s sole opportunity to discover any existing defects prior to Closing. Buyer(s) waives
158 any claim for an item warranted by the Seller(s) if Buyer(s) becomes aware of such claim during the Inspection Period and
159 does not notify the Seller(s) in writing of such. Buyer(s) specifically releases, holds harmless, and indemnifies Broker(s) from
160 any liability for any defects in the Property. If Buyer(s) requests repairs, Buyer(s) shall provide Seller(s) and Broker(s) upon
161 receipt, at no cost, copies of all reports concerning the Property obtained by Buyer(s).
162

163 HOME PROTECTION PLAN: The Buyer(s) and/or Seller(s), at their option, may purchase a Home Protection Plan. This is an
164 option and each plan may vary. Please contact Broker if you are interested. If no action is taken, it will be assumed that you
165 waive this option. Buyer(s) has been made aware of the availability of home warranty plans.

166 Buyer(s) (Check one): [ ] Elects [x] Declines to have a home warranty plan.

167 If elects, plan to be paid by (Check one): [ ] Buyer(s) or [ ] Seller(s) at a cost not to exceed \$ \_\_\_\_\_. Plan to be
168 ordered by (Check one) [ ] Listing Broker [ ] Selling Broker. Broker and/or agent ordering the plan may receive a
169 processing fee for services related to the purchase of a home protection plan.
170

171 MEGAN'S LAW DISCLOSURE: If Buyer(s) desires to obtain information regarding persons required to register as sexual
172 offenders under North Dakota Law, Buyer(s) must contact the ND Attorney General's office, or access the Attorney
173 General's web site at http://www.sexoffender.nd.gov/.
174

175 LEAD-BASED PAINT DISCLOSURE: Was Property built prior to 1978? [ ] yes [ ] no If yes, this purchase
176 agreement is contingent on Buyer(s)'s review and acceptance of the Seller(s)'s "Disclosure of Information on Lead-
177 Based Paint and Lead-Based Paint Hazards" (see Contingencies section).

178 Buyer(s) Initials: [Signature] Date: 4/30/11 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev. 04/11)



179 **DEFAULT:** If Seller(s)'s title is marketable or insurable and Buyer(s), contrary to this agreement, fails, neglects or refuses to  
 180 complete the Purchase within ten (10) days after title is proven marketable or insurable, or by the closing date, whichever is  
 181 later, then, at Seller(s)'s option either the earnest money shall be forfeited to Seller(s) as liquidated damages, since the parties  
 182 agree the calculation of damages to Seller(s) would be difficult to ascertain with certainty and since parties further agree that  
 183 the amount of liquidated damages is a reasonable attempt to estimate damages which will be suffered by the Seller(s), and  
 184 this Agreement thereupon shall be of no further binding effect; or Seller(s) may demand and pursue any and all other  
 185 remedies including but not limited to actual damages or specific performance of this agreement. If Seller(s), contrary to this  
 186 Agreement, fails, neglects or refuses to perform as agreed, Buyer(s) may demand and pursue any and all remedies including,  
 187 but not limited to, specific performance of this Agreement. A claim of either party for specific performance, or the Seller(s)'s  
 188 claim to the earnest money as liquidated damages, shall be waived, unless legal proceedings are commenced within three (3)  
 189 months after scheduled date of closing; further, unless the Seller, delivers copies of documents evidencing the Seller's  
 190 commencement of legal proceedings to claim the earnest money to the Broker who has possession of the earnest money  
 191 within said three-month time period; then the Broker, who has possession of the earnest money, shall be authorized to return  
 192 the earnest money to the Buyer, free of any claim by the Seller. Retention of earnest money in any Broker's trust account  
 193 pending resolution of the default shall not constitute an election of remedies by either party or prejudice their rights to pursue  
 194 any and all other remedies including, but not limited to, specific performance.

196 **CONTINGENCIES:** All applicable contingencies must be initialed by Buyers and Sellers. This purchase agreement is subject  
 197 to the satisfaction of those contingencies which are initialed below by both parties.

199 **Buyer(s) and Seller(s) agree that, by 5 p.m. on (date) \_\_\_\_\_ (contingency completion date),**  
 200 **all contingencies agreed to in items 1 through 15 below shall be addressed to completion. The party with the option to**  
 201 **terminate shall in no event have less than 48 hours from receipt of required information/documentation to give notice**  
 202 **of termination, even if the contingency completion date is extended as a result.**

204 Under the following contingencies, the Buyer, or the Seller, or in certain instances either party, has the option to terminate the  
 205 purchase agreement; said option to be exercised by giving written notice by the contingency completion date. If such written  
 206 notice is given by the contingency completion date the Buyer(s) shall receive a full refund of the earnest money. If written  
 207 notice is not given by the contingency completion date by a party which had the option to terminate the purchase agreement,  
 208 then the option to terminate the purchase agreement under the applicable contingencies are deemed to be waived. (See  
 209 "Default" section.)

BUYERS AND SELLERS MUST INITIAL ALL APPLICABLE CONTINGENCIES.		BUYER(S) INITIALS	SELLER(S) INITIALS
1. <b>PROPERTY CONDITION STATEMENT:</b> Seller(s) to provide Buyer(s) with a Property Condition Statement. Buyer to review Property Condition Statement. If Buyer does not approve the Property Condition Statement, Buyer has the option to terminate this purchase agreement.			
2. <b>INSPECTIONS:</b> Buyer to complete inspections. If Buyer does not approve the results of the inspections, Buyer has the option to terminate this purchase agreement. Inspections and tests to be conducted at Buyer's Expense : (check all that apply): <input type="checkbox"/> Physical Property Inspection <input type="checkbox"/> Radon <input type="checkbox"/> Mold <input type="checkbox"/> Lead-Based Paint <input type="checkbox"/> Septic System <input type="checkbox"/> Asbestos <input type="checkbox"/> Well <input type="checkbox"/> Other:			
3. <b>LEAD-BASED PAINT:</b> Seller(s) to provide Lead-Based Paint Disclosure (for properties built prior to 1978 only). If Buyer does not approve Lead-Based Paint Disclosure, Buyer has the option to terminate this purchase agreement.			
4. <b>CLAIMS LOSS HISTORY:</b> Seller(s) shall provide an insurance claims loss history report to Buyer(s). (Note: there are several kinds of such reports, one example is a CLUE report). If Buyer does not approve claims loss history report, Buyer has the option to terminate this purchase agreement.			
5. <b>INSURANCE ADJUSTER'S REPORT:</b> Seller(s) shall provide copies of any insurance adjuster's reports for the previous ____ years. If Buyer does not approve insurance adjuster's reports, Buyer has the option to terminate this purchase agreement.			
6. <b>FLOOD PLAIN:</b> Buyer(s) to obtain flood plain verification. If Buyer does not approve the results of the flood plain verification, Buyer has the option to terminate this purchase agreement.			
7. <b>CONDO DOCUMENTS:</b> Seller(s) shall provide current copies of condo by-laws and amendments, regulations, most recent financial statement, and minutes of the last two meetings. If Buyer does not approve these condo documents, Buyer has the option to terminate this purchase agreement.			
8. <b>LEASES:</b> Seller(s) shall provide copies of current leases to Buyer. If Buyer does not approve the leases, Buyer has the option to terminate this purchase agreement.			
9. <b>REGISTERED SEX OFFENDERS:</b> Buyer(s) investigation of the possible presence of registered sex offenders in the vicinity of the property. If Buyer does not approve the findings regarding registered sex offenders, Buyer has the option to terminate this purchase agreement.			
Buyer(s) Initials: <u>JAY</u> Date: <u>4/30/11</u> Seller(s) Initials: _____ Date: _____ (Rev 04/11)			



	BUYER(S) INITIALS	SELLER(S) INITIALS
10. RESTRICTIONS AND COVENANTS: Buyer(s) review of any government and/or private use restrictions and restrictive covenants. If Buyer does not approve the use restrictions or covenants, Buyer has the option to terminate this purchase agreement.		
11. MANUFACTURED HOME PARK: Buyer(s) shall give notice to Seller(s) that approval has been obtained from manufactured home park for Buyer(s) to reside in the manufactured home in its existing location. If Buyer fails to timely provide notice of such approval, either party has the option to terminate this purchase agreement.		
12. WATER QUALITY TESTS: Buyer(s) obtain water quality tests, at Buyer(s) expense. If Buyer does not approve the results of the water quality tests, Buyer has the option to terminate this purchase agreement.		
13. SURVEY: Buyer(s) shall obtain a survey of the property, conducted at (check one): <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the results of the survey, Buyer has the option to terminate this purchase agreement.		
14. PLANS AND PERMITS: Buyer(s) to obtain all necessary plans and permits for one or more of the following purposes: building plans and specifications, proposed subdivision development plans, rezoning or use permits, approval of building plans and/or specification in accordance with any recorded subdivision covenants, and approval of the architectural control committee. If Buyer does not obtain said plans and permits, Buyer has the option to terminate this purchase agreement.		
15. SOIL TESTS: Buyer(s) to obtain soil tests and percolation tests at <input type="checkbox"/> Buyer's expense or <input type="checkbox"/> Seller's expense. If Buyer does not approve the test results, Buyer has the option to terminate this purchase agreement.		

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**OTHER CONTINGENCIES:**

A. APPRAISAL CONTINGENCY: Buyer's obligation to purchase is contingent on the property appraising at or above the agreed upon purchase price. If this contingency fails, Buyer(s) has the option to terminate this purchase agreement.

B. 24/48/72 HOUR CONTINGENCY ADDENDUM: (check one)  does  does not apply (see attached addendum made a part of this contract, if applicable).

C. CLOSING OF BUYER'S PROPERTY: (This provision to be used if Buyer's property is under contract at the time of offer): (check one)  does  does not apply Buyer's obligation to purchase is contingent on closing of Buyer's property at (address) \_\_\_\_\_ Buyer(s) to provide written evidence within \_\_\_\_\_ days showing that Buyer(s) property has an accepted purchase agreement with qualified buyer and will close on or before closing of this Purchase Agreement.

PLEASE NOTE: Buyer(s) may incur additional charges for improving the property including, but not limited to hook-up and/or access charges, costs for sewer access, stubbing access, water access, park dedication, road access, utility connection, phone lines, connecting fees, curb cuts, and tree planting.

**SPECIAL CONDITIONS:**  
 SELLER TO BRING IN A NEW WATER LINE INTO THE BUILDING, SUFFICIENT TO SUPPLY AMPLE WATER FOR A FIRE SPRINKLER SYSTEM AND TO REPAIR THE SIDEWALK FROM SAID WORK.  
 SEE ATTACHED CITY OF MANDAN REQUIREMENTS FOR THE SALE OF THE SUBJECT PROPERTY WHICH ARE HEREBY MADE A PART OF THIS AGREEMENT.

**RELEASE OF BROKER(S):** Seller(s) and Buyer(s) hereby expressly release, hold harmless and indemnify all Broker(s) in this transaction from any and all liability and responsibility, including but not limited to, the property condition, square footage, acreage, lot lines or boundaries, value, rent rolls, environmental problems, mold, water, sanitation systems, roof, wind damage, hail damage, wood infestation and wood infestation report, compliance with building codes or other governmental regulations, or any other material matters relating to the Property.

**AGENCY DISCLOSURE:** PATRICK MADDOCK ( Agent  Broker)  
 Brokerage OAKTREE REALTORS  
 Stipulates that she/he is representing the (Check one)  Seller(s)  Buyer(s)  Neither Party  Both Parties in this transaction. The listing agent or broker stipulates that she/he is representing the Seller(s) in this transaction.

**APPOINTED AGENCY:** Applies to in-house transactions only. Appointed agency (Check one)  Does  Does Not apply. If Broker has adopted appointed agency policy, dual agency may not apply. However, an appointed agent who singularly represents both Seller(s) and Buyer(s) in the same transaction is considered to be a disclosed dual agent owing fiduciary duties to both parties and must get permission from parties to act.

Buyer(s) Initials: SAJ Date: 4/20/11 Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ (Rev 04/11)



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**DUAL AGENCY REPRESENTATION:** Dual agency representation (Check one)  Does  Does Not apply in this transaction. If dual agency does not apply, skip this entire section. If dual agency does apply, all parties must sign at the end of this section. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party.

Broker cannot act as a dual agent in this transaction without consent of both Seller(s) and Buyer(s). Seller(s) and Buyer(s) acknowledge that:

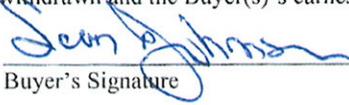
(1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other information will be shared;

(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other;

(3) within the limits of dual agency, Broker and the salespersons will work diligently to facilitate the mechanics of the sale; and with the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker and its salespersons to act as dual agents in the transactions.

_____ Buyer(s) Signature	_____ Date	_____ Seller(s) Signature	_____ Date
_____ Buyer(s) Signature	_____ Date	_____ Seller(s) Signature	_____ Date

This is an offer to purchase the Property. Unless acceptance is signed by Seller(s) and a signed copy delivered in person, by mail, or facsimile, and received by Buyer(s)'s Agent by (date) \_\_\_\_\_ at (time) \_\_\_\_\_ (Check one):  am  pm CT, or unless this offer to purchase has been previously withdrawn by Buyer(s), this offer shall be deemed withdrawn and the Buyer(s)'s earnest money shall be returned.

 Buyer's Signature	11/30/11 Date	_____ Buyer's Signature	_____ Date
_____ Address	_____ Address	_____ City, State, Zip	_____ City, State, Zip

**ACCEPTANCE**

A Counter Offer(s) (Check one)  Is  Is not attached and is incorporated herein by reference. Seller(s) and Buyer(s) must sign both the Contract and the Counter Offer(s). If there is a conflict between this Contract and the Counter Offer(s), the provisions of the Counter Offer shall be controlling.

The Listing Broker, or, if applicable, Seller's Appointed Agent is representing (check one):  the Seller(s) exclusively; or  both the Buyer(s) and Seller(s).

Listing Broker's name, or, if applicable, Seller's Appointed Agent's name: KAREN FLECK

Brokerage: OAKTREE REALTORS Telephone: 663-3535

The undersigned acknowledge receipt of a copy hereof and grant permission to Selling Broker to deliver a copy to Buyer(s) Agent.

The undersigned agree to sell the Property on the terms and conditions herein stated.

_____ Seller's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Seller's Name Printed	_____ Seller's Name Printed	_____ Seller's Address	_____ Seller's Address
_____ City, State, Zip	_____ City, State, Zip	Marital status (REQUIRED by Title companies): _____	



New Business No. 1

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** June 7<sup>th</sup>, 2011  
**PREPARATION DATE:** June 1<sup>st</sup>, 2011  
**SUBMITTING DEPARTMENT:** Mandan Progress Organization  
**DEPARTMENT DIRECTOR:** Del Wetsch  
**PRESENTER:** Del Wetsch  
**SUBJECT:** City of Mandan Grant Funding - MPO

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STATEMENT/PURPOSE: The city of Mandan may make contributions to organizations, which work for the betterment of the community. The funding should add to the economic and well being of the community and increase the quality of life.

BACKGROUND/ALTERNATIVES: Organizations must provide statements of where money awarded to them was spent. To increase economic and quality of life impact in the community.

ATTACHMENTS: MPO Funding request sheet

FISCAL IMPACT: Provides groups and organizations (nonprofit). To get new events and some established events up and going. This will provide a basis for the economic impact the community may have by bringing people to an event and having them eat, shop, and play.

STAFF IMPACT: 4 hours of prep work and meetings

LEGAL REVIEW: Reviewed by Mandan Progress Organization Board of Directors

RECOMMENDATION: Accept Mandan Progress Organization Board of Directors approval for city funding submitted by MPO subcommittee.

SUGGESTED MOTION: Approve the funding recommendations by the subcommittee of the MPO and reviewed and accepted by the MPO Board of Directors at their May board meeting.



To: Mandan Progress Organization Board of Directors  
Fr: Del Wetsch Executive Director  
Re: Funding Requests

The Mandan Progress Organization funding committee met on Tuesday, May 17<sup>th</sup> and reviewed 20 applications for assistance in funding provided by the city of Mandan for groups and organizations which work for the betterment of the community.

The funding recommendations are based upon information supplied with an application from the groups or organizations. Criteria is based on the following: number of times applying, value of the event to the business community, quality of the event and the number of spectators the event draws to the community and most importantly if the event is new to the community. A point system is used to grade the event.

"Wild West Grill Fest"	85 points	\$2000
Art in the Park Fest	83	\$1200
Bis-Man Stock Car	77	\$2500
July 4 <sup>th</sup> Parade Committee	77	\$2500
Mandan Rodeo Association	77	\$2500
Musicians Association	74	\$2000
Mandan Art Association	72	\$1000
Horse and Saddle Club	66	\$1750
Mandan Historical Society	63	\$ 500
ND Railway Museum	60	\$ 500
Cabin Fever Car Show	57	\$ 400
Old Red /Old Ten Byway	56	\$ 400
Friends of Fort Lincoln	56	\$ 400
Fort Lincoln (Haunted Fort)	53	\$ 450
Fort Lincoln Road Race	52	\$1000
Cowboy Action Performers	51	\$ 500
Five Nations Arts	50	\$ 400
Total Awarded		\$20,000

Those not meeting the criteria and receiving no funding are:

Mandan Sport and Rec Show event canceled  
West River Winds receive funding from the Musicians Association and Art in the Park  
for performing.  
Dacotah Lions Stride Walk raising money for a charity.

I would recommend approval from the Board of Directors of the MPO for the distribution  
of funds to the groups and organization s approved by the committee.

One recommendation from the committee that we ask approval of the Board of Directors  
Is that if an event is canceled for any reason the money allocated to the group or  
organization be paid back if event is not rescheduled.

Sincerely,  
Del Wetsch  
MPO Executive Director

**ORDINANCE NO. 1095**

**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 CB (Heavy Commercial) Restricted to CA (Light Commercial and Services) uses with residential allowed namely,

Lakewood Commercial Park 5<sup>th</sup> Addition in Section 1, Township 138N, Range 81W .

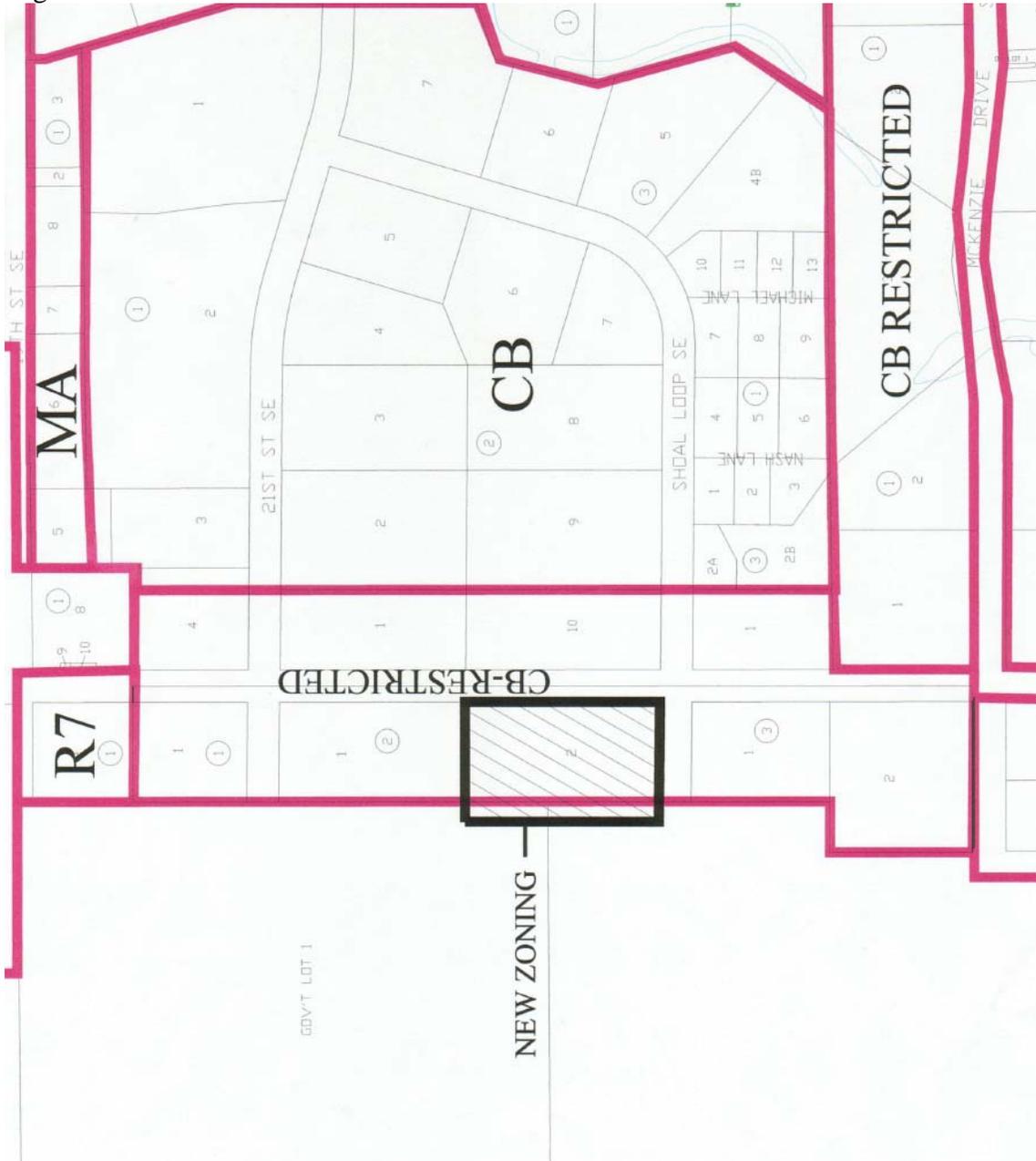
and as so amended said section is hereby reenacted. The purpose of the zone change is the construction of condominiums. The city administrator is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

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

Attest:

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

Public Hearing:	<u>April 25, 2011</u>
First Consideration:	<u>May 17<sup>th</sup>, 2011</u>
Second Consideration	
and Final Passage:	<u>June 7<sup>th</sup>, 2011</u>
Publication Date:	<u>July 1<sup>st</sup>, 2011</u>



**ORDINANCE NO. 1096**

An Ordinance to Repeal and Enact  
Section 6-03-07 of the Mandan Code of Ordinances  
Relating to State of Emergency

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

Section 6-03-07 of the Mandan Code of Ordinances, Local Disaster Emergencies, is hereby repealed.

A new Section 6-03-07, State of Emergency, is hereby enacted:

1. State of Emergency - Declaration and Duration.

The President of the Board of City Commissioners or commissioner acting for the President of the Board, is authorized, if he finds that the city or any part thereof is suffering or is in imminent danger of suffering civil disturbance, disorder, riot or other occurrence, including danger of flooding of the city, or any part of the city, which will seriously and substantially endanger the health, safety and property of the citizens, to declare a STATE OF EMERGENCY and take the following specified measures throughout the city or any part thereof; the declaration shall be made in a proclamation which shall be delivered to the chief of police, who shall then see that said proclamation is delivered to the news media within the city and who shall use public address systems throughout the city, electronic notification systems or other means deemed appropriate by the chief of police and immediately notify the public of said proclamation.

- a. Require evacuation of all or any portion of the city. The chief of police shall have the authority to order the evacuation of residential or commercial buildings or other structures whenever, in the opinion of the chief of police, it is necessary in order to maintain the peace or to protect the health, safety, or property of the city or its citizens from the danger for which the state of emergency was declared.
- b. Prohibit or limit the movement of persons or hours of operation of businesses, by curfew or otherwise, within the designated disaster or emergency area, and the occupancy of premises therein.
- c. Halt access or exit upon public highways to or from the city or any part thereof.
- d. Suspend operations at municipal airport.
- e. Halt the movement of trains, or other vehicles into, within, or from the city.
- f. Limit or prohibit the sale, dispensing or transportation of alcoholic beverages, explosives, gasoline or other flammable liquids.
- g. Limit or prohibit the sale, carrying or possession on the public sidewalks or public streets, or in any public park, of weapons

including, but not limited to, firearms, bows and arrows, air rifles, slingshots, knives, razors, or missiles of any kind.

- h. The city engineer shall have the authority to go upon the property of another to establish a temporary flood control dike of earthen or other material whenever, in the opinion of the city engineer, it is necessary in order to maintain or protect the health, safety or property of the city or citizens from flooding or the effects of flooding. In forming such opinion, the city engineer may consider the effect that flood waters would have upon the city's system of storm or sanitary sewers, or upon other of the city's infrastructure system.
- i. The President of the Board of City Commissioners or the chief of police shall have the authority to close any and all streets, alleys, levees, dikes or other flood protection barriers and other public ways in the city of Mandan to the public and to prohibit persons from being on, walking on or driving on the same whenever, in the opinion of the chief of police, it is necessary in order to maintain the peace of the community or to safeguard the same.
- j. Every person remaining present at the place of any riot or unlawful assembly after the same has been ordered to disperse by the police or any other lawful authority, except the public officers and persons assisting them in the dispersing of same, shall be guilty of a misdemeanor.

2. Unless noted otherwise in this section, any person who willfully violates any provisions of this section or a declaration issued by the President of the Board of City Commissioners pursuant to this section is guilty of an infraction.

3. Duration. The STATE OF EMERGENCY declared by the President of the Board of City Commissioners shall continue until the President determinates that the threat of an emergency has passed or the disaster has been dealt with to the extent that emergency conditions no longer exist; however, such declaration may not extend for a period of more than 30 days without approval of the Board of City Commissioners. The STATE OF EMERGENCY may be terminated at any time by the Board of City Commissioners.

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

Attest:

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

First Consideration: May 31, 2011  
Second Consideration and Final Passage: June 7, 2011  
Publication: July 1, 2011