



**AGENDA**  
**MANDAN CITY COMMISSION**  
**JANUARY 3, 2012**  
**ED "BOSH" FROEHLICH MEETING ROOM**  
**\*5:00 P.M. \*(SPECIAL TIME)**  
**[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 the minutes from the December 20, 2011 Board of City Commission meeting.
- C. PUBLIC HEARING:
- D. BIDS:
- E. CONSENT AGENDA:
1. Consider re-appointments to Renaissance Zone Committee
  2. Consider approval of the final plat of Ramblewood 12<sup>th</sup> Addition.
  3. Consider approval of abatement for City Owned Properties.
- F. OLD BUSINESS:
- G. NEW BUSINESS:
1. Consider agreement with CommunityWorks ND for redevelopment of former jr. high school property
  2. Consider letter of support to N.D. Housing Finance Agency for jr. high redevelopment project
  3. Consider a request for proposal for development of city-owned parcels in NW Mandan
  4. Consider letter of support to ND Housing Finance Agency for Summit Housing Group.
- H. RESOLUTIONS & ORDINANCES:
- I. OTHER BUSINESS:
- J. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:
1. January 17, 2012 – 5 p.m. start time
  2. February 7, 2012
  3. February 21, 2012 – 5 p.m. start time
- K. ADJOURN

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The Mandan City Commission met in regular session at 5:30 p.m. on December 20, 2011 in the Ed “Bosh” Froehlich Room at City Hall. Commissioners present were Helbling, Tibke, Rohr, Frank, and Jackson. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Fire Chief Nardello, and Business Development and Communications Director Huber. Absent: Engineering Project Manager Bechtel, Director of Public Works Wright, and City Assessor Barta.

MINUTES: *Consider approval of the minutes for December 6, 2011, regular meeting.*

Commissioner Tibke moved to approve the minutes of December 6, 2011.

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

PUBLIC HEARING:

BIDS:

CONSENT AGENDA:

1. *Consider approval of monthly bills.* The Board approved of the monthly bills.
2. *Consider Fund Balance classifications.* The Board approved of the Fund Balance Classifications.
3. *Consider Approval in Trading Two Vehicles Towards The Purchase of a 2011 Ford Transit Van.* The Board approved of trading two vehicles towards the purchase of a 2011 Ford Transit Van.
4. *Consider approval of the City of Mandan Voting Locations for June 5<sup>th</sup>, 2012 Election.* The Board approve of the City of Mandan Voting Locations for June 5<sup>th</sup>, 2012 Election.

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

OLD BUSINESS:

1. *Consider Hazel Bergman Estate/Dahme abatement.* City Administrator Neubauer reviewed with the Board a matter that was deferred from the previous meeting in order for City Assessor Barta to have an opportunity to re-evaluate the abatement requests from the Hazel Bergman Estate requested by LuElla Dahme. Neubauer stated that a market analysis has been conducted on the properties. He stated that Assessor Barta recommended the following for consideration by the Board:

(i) That the two abatement applications for 706 Second Avenue Northwest and 708 Second Avenue Northwest for the calendar year 2009 be denied due to the fact that according to N.D.C.C. 57-23-04(1) this application was not receipted as received by the County Auditor’s office prior to the cut-off date of November 1, 2011.

(ii) That the two abatement applications for the calendar year 2010 - the values are adjusted as follows: 706 Second Avenue Northwest at \$93,000 with a difference of

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\$8,100 (4499) and 708 Second Avenue Northwest at \$87,500 with a difference of \$2,900 (4500).

City Administrator Neubauer stated that No. (i) The 2009 abatement request was acted upon at the last meeting, thus does not require any further action by the Board.

Commissioner Frank moved to approve the abatement applications for the Estate of Hazel Bergman for the year 2010 according to the established adjusted values of 706 Second Avenue Northwest at \$93,000 with a difference of \$8,100 (4499) and 708 Second Avenue Northwest at \$87,500 with a difference of \$2,900 (4500). Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Yes; Commissioner Helbling: Yes; Commissioner Jackson: Yes. The motion passed.

NEW BUSINESS:

1. *Bismarck-Mandan Development Association Report on Retail Site Inventory.*

Richard Mower, Bismarck-Mandan Development Association (BMDA) presented the Mandan Prospective Retail Property Report for December 2011. He stated that previously the BMDA had compiled inventory of sites throughout the City of Mandan and surrounding area that could support retail development. He said that information from the inventory and report has been utilized by the BMDA in the organization's ongoing economic development efforts. As part of the BMDA's 2011 efforts, the Mandan City Commission requested the BMDA update and identifies sites in and around Mandan that might support the development and construction of retail space. The highlights of Mower's presentation included:

(i) *Evaluation Criteria*

(ii) *Minimum Requirements*

(iii) *Resources:* (1) McCormick Property, (2) ORT Commercial Park, (3) ORT & 8<sup>th</sup> Avenue Northwest, (4) NWC Sunset and 27<sup>th</sup> Street NW, (5) Sunset Commercial Park, (6) Missouri Drive off of Mandan Avenue, (7) NWC of Memorial Highway, (8) 2500 and 2700 46<sup>th</sup> Avenue Southeast, (9) 2701 Memorial Highway, (10) 4720 19<sup>th</sup> Street Southeast, (11) Midway Lanes, (12) 4631 Memorial Highway Southeast, (13) Lakewood Commercial Lots, (14) 46<sup>th</sup> Avenue Southeast and McKenzie Drive, (15) 1121 East Main Street, and (16) City Owned Parcels. Data collected for each property: Location, Size, Zoning, Ownership, Municipal Water/Sewer, Power Provider, Primary Road Access, Total Price, Price/Square Foot, Contact, and Traffic Counts.

In closing, Mower presented the top ten sites recommended and stated that all the BMDA reports are updated and are on the BMDA website for review by the public.

2. *Introduction of new Police Officer April Jose.* Police Chief Bullinger introduced Ms. April Jose, a new police officer who recently began employment with the Mandan Police Department. He stated that she had been a police officer with the Wahpeton Police Force for 11 years. Officer Jose is a graduate of Moorhead State University, earning a Bachelor of Arts degree in Criminal Justice. Subsequently, she completed the

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Law Enforcement Skills Program in Alexandria, Minnesota. Mayor Helbling extended a welcome to Officer Jose to Mandan and the Mandan Police Department.

3. *Presentation of “Mobility 2017 Transit Roadmap for Bismarck and Mandan”*  
A *DRAFT* copy of the *Summary Final Report* prepared by Nelson Nygaard (in association with Kadmas, Lee and Jackson) was presented that included the following information:

- Mobility 2017 Approach
  - Bis-Man Transit – both CAT and Paratransit
  - Expand multimodal transportation network in Bismarck-Mandan area
- Four Key Points of Agreement
  - Fixed routes
  - Policy changes
  - Jurisdictions to pay for their share of service
  - Concept of new downtown Bismarck-transit center
- Fixed Route Service Recommendation
  - Option A - Moderate Revisions (not recommended)
  - Option B – Significant Revisions (recommended)
    - New routes to U/Mary and Lincoln
    - Later service hours
    - Sunday service availability
- Bis-Man Paratransit Service Recommendations
  - Proposed eligibility and certification strategies
  - Proposed provision of Service Strategies
- Expanded funding required for recommended options
- Relocation of Funding (Closing the Gap)
- Transportation Funding Opportunities
- Downtown Transit Center
- Marketing Opportunities
- Public Outreach
- Next Steps
  - Finish Public Outreach
  - Integrate comments/changes and address concerns in final report
  - Issue Final Plan in January 2012

Commissioner Frank commented that it appears to be a good plan. She stated that she has personally used the services available in Mandan and that she was frustrated with the lack of time between buses and that the customer is “stuck” for a period of time. She indicated she would like to see the bus run more often.

Commissioner Frank asked whether the “call-ahead plan” changes the schedule for regular riders. It was noted that it should not affect the regular customers because there is additional time built into the bus route to handle those circumstances.

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Commissioner Frank asked what percent of ridership are seniors. Is the transit used more frequently by seniors or by people with disabilities? The answer was that it is used more by those with disabilities.

Mayor Helbling extended a *thank you* for this presentation and to those involved in maintaining a busing system option in the Bismarck/Mandan communities.

**RESOLUTIONS & ORDINANCES:**

1. *Consider second consideration and final passage of Ordinance No. 1106 to change street name Morton Lane to Jude Lane - an Ordinance changing the names of certain streets or parts thereof situated within the City of Mandan, Morton County, North Dakota.* Commissioner Frank moved to approve the second consideration and final passage of Ordinance No. 1106 to change street name Morton Lane to Jude Lane – an Ordinance changing the names of certain streets or parts thereof situated within the City of Mandan, Morton County, North Dakota. Commissioner Tibke seconded the motion.

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

**OTHER BUSINESS:**

There being no further actions to come before the Board of City Commissioners, Commissioner Frank moved to adjourn the meeting at 6:18 p.m. Commissioner Tibke 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



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** January 3, 2012  
**PREPARATION DATE:** December 23, 2011  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Ellen Huber, Business Development & Communications Director  
**SUBJECT:** Renaissance Zone Committee Reappointments

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STATEMENT/PURPOSE: To consider the re-appointments of Bruce Strinden and Rob Knoll to the Mandan Renaissance Zone Committee for a three-year term from Jan. 1, 2012 through Dec. 31, 2014.

BACKGROUND/ALTERNATIVES: Both members have indicated that they wish to remain on and continue to serve as a member of the Renaissance Zone Committee. With four new members appointed to the committee in 2010 and 2011, having some continuity will be helpful.

The Renaissance Zone Committee makes recommendations to the City Commission regarding proposals for investment in the purchase, rehabilitation and new construction of commercial and residential properties in a 28-block area of downtown Mandan in accordance with state and local regulations. The committee meets as needed.

ATTACHMENTS: n/a

FISCAL IMPACT: n/a

STAFF IMPACT: n/a

LEGAL REVIEW: n/a

RECOMMENDATION: Approval re-appointing Bruce Strinden and Rob Knoll to the Renaissance Zone Committee.

SUGGESTED MOTION: I move to approve the re-appointment of Bruce Strinden and Rob Knoll to the Renaissance Zone Committee.



# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** January 3, 2012  
**PREPARATION DATE:** December 29, 2011  
**SUBMITTING DEPARTMENT:** Engineering/Planning  
**DEPARTMENT DIRECTOR:**  
**PRESENTER:** Dave Bechtel  
**SUBJECT:** Consider for approval the final plat of  
Ramblewood 12<sup>th</sup> Addition.

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

**BACKGROUND/ALTERNATIVES:** Request from Ryan Zueger, Zeus Properties. The plat was approved by the Planning and Zoning Commission December 27<sup>th</sup>, 2011.

**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 Ramblewood 12<sup>th</sup> Addition.

**December 20, 2011**

Applicant: Ryan Zueger, Zeus Properties

Owner: same

Developer:

Land Surveyor:

Requested Action: Final plat approval.

Name of Subdivision: Ramblewood 12th

Legal Description: All of Lots 7 & 8 of Lot "A" of the NW ¼ of Section 36-139-81

Location: Memorial Highway

Parcel Acreage: .23

Number of Blocks: 1                      Number of Lots: 1

Preliminary Plat Approval: Short Form

Existing Land Use: vacant

Proposed Land Use: garage/shop

Adjacent Land Use: Commercial and Light Industrial

Existing Zoning: MC (Light Non-Nuisance Industrial/Heavy Commercial)

Proposed Zoning: same

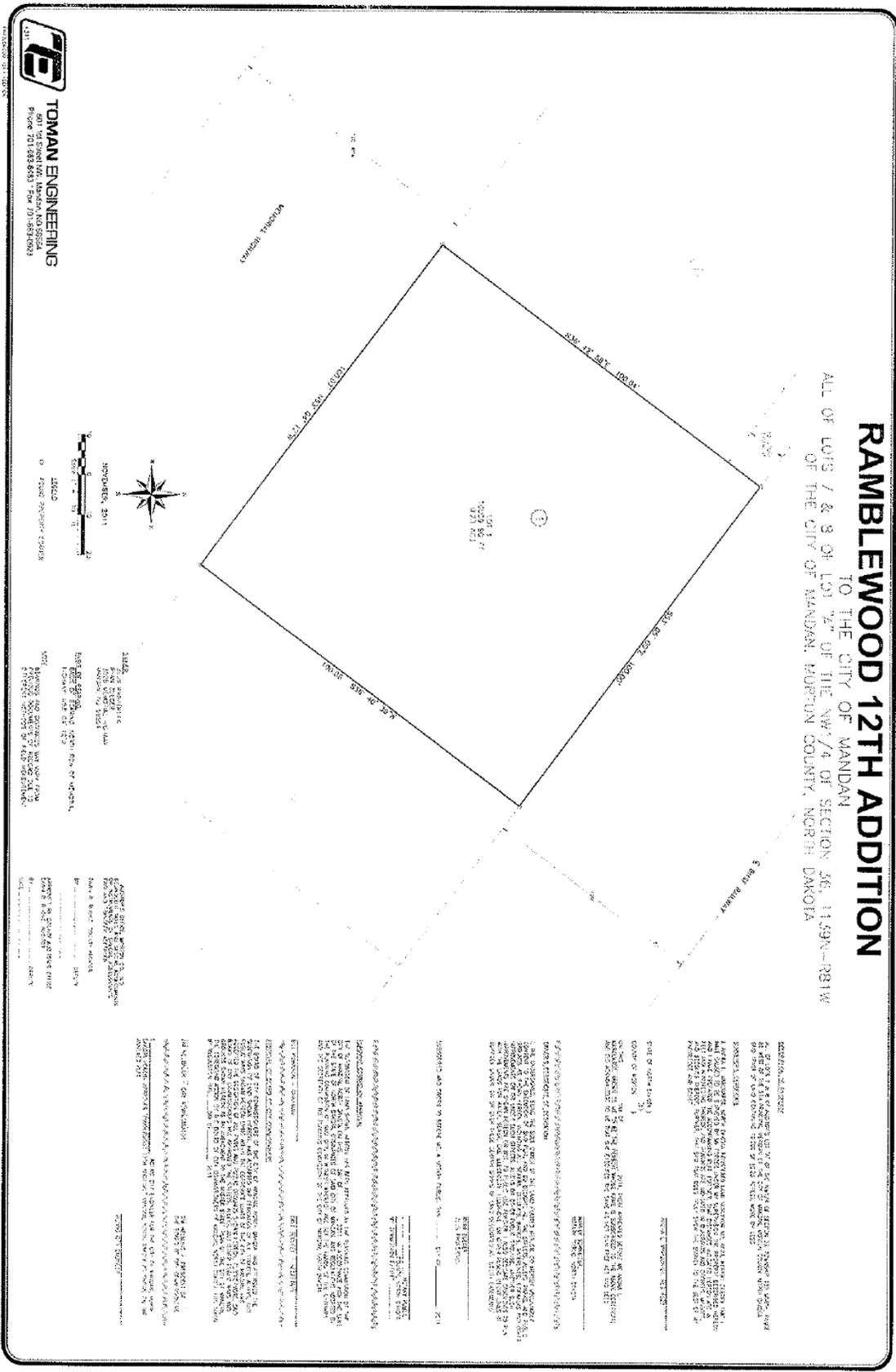
Adjacent Zoning: MC (Light Non-Nuisance Industrial/Heavy Commercial) and CC (Heavy Commercial).

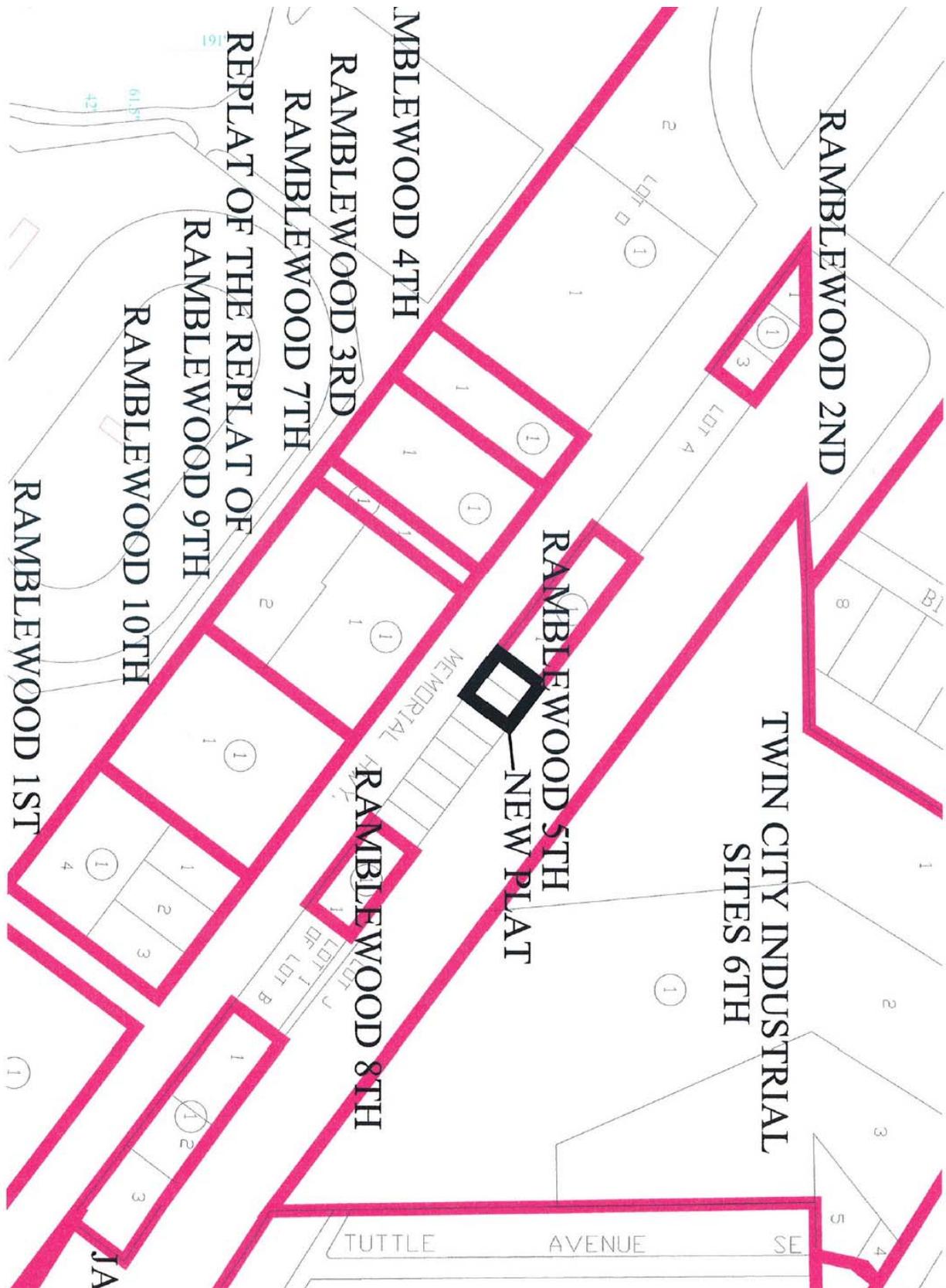
Fee Required: \$150.00                      Date Received: 12-6-2011

Adjacent Property Owner Notification December 19<sup>th</sup>, 2011

Dates of Legal Notices: December 16<sup>th</sup> & 23<sup>rd</sup>, 2011

Recommendation: Planning office recommends approval.







# Board of City Commissioners

## Agenda Documentation

**MEETING DATE:** January 3, 2012  
**PREPARATION DATE:** December 29, 2011  
**SUBMITTING DEPARTMENT:** Assessing/Bldg Inspections  
**DEPARTMENT DIRECTOR:** Richard L Barta  
**PRESENTER:** Richard L Barta  
**SUBJECT:** Abatements for City Owned Properties

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STATEMENT/PURPOSE: These properties are now owned by the City of Mandan; obtained through delinquent taxes from Morton County; and are now tax exempt.

BACKGROUND/ALTERNATIVES:

Parcel 2696-BC  
Aud Lot A of SE ¼  
Mandan Lands 7-139-81  
8.90 Acres

Parcel 2698-AA  
Pt of SE ¼ (less pt)  
Mandan Lands 16-139-81  
18.22 Acres

Parcel 9250  
Lot 31 Blk 1 (less pt)  
Borden Harbor 1<sup>st</sup> Addition  
Lift Station

Parcel 10354  
Lot 28 Blk 2  
Lakewood Harbor 5  
Bay Area

Parcel 3514  
Lot 2 Blk 30  
Mandan Proper

ATTACHMENTS: Abatement applications (5).

FISCAL IMPACT:

Parcel 2696-BD	\$ 69.60
Parcel 2698-AA	\$100.30
Parcel 9250	\$ 81.88
Parcel 10354	\$ 90.06
Parcel 3514	\$ 36.85

STAFF IMPACT: N/A

LEGAL REVIEW: N/A

RECOMMENDATION: I recommend approval of the above listed five (5) abatements for the City of Mandan regarding properties obtained from delinquent taxes.

SUGGESTED MOTION: A motion to approve the five (5) abatements for the City of Mandan regarding properties obtained from Morton County for delinquent taxes for the year 2011.

**Application For Abatement And Settlement Of Taxes**

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1st of the year following the year in which the tax becomes delinquent.

State of North Dakota

County of Morton

Name CITY OF MANDAN

Address 2696BC

Legal Description of the property involved in this application  
 AUD LOT A OF SE1/4 (LESS PT FOR WEST HILLS  
 EST 2ND-5.10AC)

Property ID Number

City 2696 BC

County 65-5575050

Block: 7

MANDAN LANDS 139-81

Total true and full value of the property described above for the year 2011 is:

Land \$3,500  
 Improvements \$0  
 Total (1) \$3,500

Total true and full value of the property described above for the year 2011 should be:

Land \$0  
 Improvements \$0  
 Total (2) \$0

The difference of \$3,500 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation (Attach a copy of Application for Property Tax Exemption)
- 6. Duplicate assessment
- 7. Property improvement was damaged by fire, flood or tornado (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) City owned-tax exempt

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
 Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
 Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_
2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
 Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_
3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
 \_\_\_\_\_ Market value estimate: \$ \_\_\_\_\_  
 Appraisal was made by whom? \_\_\_\_\_
4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

The Applicant asks that \_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a government matter, that this application is, to the best of my knowledge and belief, true and correct application.

Signature of Preparer (if other than applicant) \_\_\_\_\_

Date \_\_\_\_\_

Signature of Applicant *[Signature]*

Date 12/29/2011

**Application For Abatement And Settlement Of Taxes**

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1st of the year following the year in which the tax becomes delinquent.

State of North Dakota

County of Morton

Name CITY OF MANDAN

Address 2698AA

Legal Description of the property involved in this application

PART OF THE SE4-VAC PT OF TV 3 & 4 ADD; (L  
 ESS PART OF AUD LOT G) LOCATED IN T

HE W1/2 SW1/4 SE1/4

Block: 16

MANDAN LANDS 139-81

Property ID Number

City 2698 AA

County 65-5584100

Total true and full value of the property described above for the year 2011 is:

Land \$5,000  
 Improvements \$0  
 Total (1) \$5,000

Total true and full value of the property described above for the year 2011 should be:

Land \$0  
 Improvements \$0  
 Total (2) \$0

The difference of \$5,000 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation (Attach a copy of Application for Property Tax Exemption)
- 6. Duplicate assessment
- 7. Property improvement was damaged by fire, flood or tornado (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) City owned-tax exempt

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
 Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
 Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_
2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
 Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_
3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
 \_\_\_\_\_ Market value estimate: \$ \_\_\_\_\_  
 Appraisal was made by whom? \_\_\_\_\_
4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

The Applicant asks that \_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a government matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) \_\_\_\_\_

Date \_\_\_\_\_

Signature of Applicant *Jim Neuland*

Date *12/29/2011*

**Application For Abatement And Settlement Of Taxes**

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1st of the year following the year in which the tax becomes delinquent.

State of North Dakota

County of Morton

Name CITY OF MANDAN

Address 4001 46 AVE SE

Legal Description of the property involved in this application

LOT 31 (LESS AUD LOTS A THRU N)

Property ID Number

City 9250

County 65-171681

Block: 1

BORDEN HARBOR 1ST

Total true and full value of the property described above for the year 2011 is:		Total true and full value of the property described above for the year 2011 should be:	
Land	\$4,100	Land	\$0
Improvements	\$0	Improvements	\$0
Total (1)	\$4,100	Total (2)	\$0

The difference of \$4,100 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation (Attach a copy of Application for Property Tax Exemption)
- 6. Duplicate assessment
- 7. Property improvement was damaged by fire, flood or tornado (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) City owned-tax exempt

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
 Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
 Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_

2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
 Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_

3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
 \_\_\_\_\_ Market value estimate: \$ \_\_\_\_\_  
 Appraisal was made by whom? \_\_\_\_\_

4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

The Applicant asks that \_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a government matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) \_\_\_\_\_ Date \_\_\_\_\_  
 Signature of Applicant Jim Neelkman Date 12/29/2011

**Application For Abatement And Settlement Of Taxes**

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1st of the year following the year in which the tax becomes delinquent.

State of North Dakota

County of Morton

Name CITY OF MANDAN

Address 2810 40 AVE SE

Legal Description of the property involved in this application

Lot: 28

Block: 2

LAKEWOOD HARBOR 5TH

Property ID Number

City 10354

County 65-6102515

Total true and full value of the property described above for the year 2011 is:		Total true and full value of the property described above for the year 2011 should be:	
Land	\$4,500	Land	\$0
Improvements	\$0	Improvements	\$0
Total (1)	\$4,500	Total (2)	\$0

The difference of \$4,500 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation (Attach a copy of Application for Property Tax Exemption)
- 6. Duplicate assessment
- 7. Property improvement was damaged by fire, flood or tornado (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) City owned-tax exempt

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
 Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
 Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_
2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
 Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_
3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
 \_\_\_\_\_ Market value estimate: \$ \_\_\_\_\_  
 Appraisal was made by whom? \_\_\_\_\_
4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

The Applicant asks that \_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a government matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Applicant Tom Muehlen Date 12/29/2011

**Application For Abatement And Settlement Of Taxes**

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1st of the year following the year in which the tax becomes delinquent.

State of North Dakota

County of Morton

Name CITY OF MANDAN

Address 309 6 AVE NE

Legal Description of the property involved in this application

Lot: 0002

Block: 030

MANDAN PROPER (OT)

Property ID Number

City 3514

County 65-2588000

Total true and full value of the property described above for the year 2011 is:

Land \$1,800  
 Improvements \$0  
 Total (1) \$1,800

Total true and full value of the property described above for the year 2011 should be:

Land \$0  
 Improvements \$0  
 Total (2) \$0

The difference of \$1,800 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation (Attach a copy of Application for Property Tax Exemption)
- 6. Duplicate assessment
- 7. Property improvement was damaged by fire, flood or tornado (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit According to N.D.C.C. § 57-02-08.1 (Attach a copy of Homestead Credit Application)
- 10. Other (Explain) City owned-tax exempt

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go to question #5.

1. Purchase price of property: \$ \_\_\_\_\_ Date of Purchase: \_\_\_\_\_  
 Terms: Cash \_\_\_\_\_ Contract \_\_\_\_\_ Trade \_\_\_\_\_ Other (explain) \_\_\_\_\_  
 Was there personal property involved in the purchase price? \_\_\_\_\_ Estimated value: \$ \_\_\_\_\_
2. Has the property been offered for sale on the open market? \_\_\_\_\_ If yes, how long? \_\_\_\_\_  
 Asking price: \$ \_\_\_\_\_ Terms of sale: \_\_\_\_\_
3. The property was independently appraised: \_\_\_\_\_ Purpose of appraisal: \_\_\_\_\_  
 \_\_\_\_\_ Market value estimate: \$ \_\_\_\_\_  
 Appraisal was made by whom? \_\_\_\_\_
4. The applicant's estimate of market value of the property involved in this application is \$ \_\_\_\_\_
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): \_\_\_\_\_

The Applicant asks that \_\_\_\_\_

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a government matter, that this application is, to the best of my knowledge and belief, a true and correct application.

\_\_\_\_\_  
 Signature of Preparer (if other than applicant) Date

*[Signature]* 1-2/29/2011  
 Signature of Applicant Date



New Business No. 1

## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** January 3, 2012  
**PREPARATION DATE:** December 30, 2011  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Ellen Huber, Business Development & Communications Director  
**SUBJECT:** Letter of Understanding for Redevelopment of School Property

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**STATEMENT/PURPOSE:** To considering consenting to a Letter of Understanding (LOU) between the Mandan Public School District, MetroPlains, and CommunityWorks North Dakota regarding redevelopment of the former junior high school property.

**BACKGROUND/ALTERNATIVES:** The LOU establishes expectations for the redevelopment of the former junior high school, establishing June 30, 2012, as the deadline for securing written commitments for financing. The City Commission is being asked to consent to the LOU pursuant to a Joint Powers Agreement between the City and School District dated March 2, 2010.

**ATTACHMENTS:** Letter of Understanding

**FISCAL IMPACT:** If MetroPlains and CommunityWorks North Dakota execute the purchase agreement, the property will become privatized and subject to property tax.

**STAFF IMPACT:** n/a

**LEGAL REVIEW:** The LOU has been reviewed by Attorney Brown.

**RECOMMENDATION:** I recommend consenting to the Letter of Understanding between the Mandan Public School District, MetroPlains, and CommunityWorks North Dakota.

**SUGGESTED MOTION:** I move to approve consent by the City of Mandan to the Letter of Understanding between the Mandan Public School District, MetroPlains, and CommunityWorks North Dakota.

## LETTER OF UNDERSTANDING

This Letter of Understanding (LOU) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between MetroPlains, LLC. ("MetroPlains"), CommunityWorks North Dakota ("CWND") and the Mandan Public School District #1 of Mandan, North Dakota ("School District"). Each of these parties, for the mutual benefits and considerations contained herein, desire to commit to one another for the purposes herein detailed.

### Preliminary Statement

The School District entered into a Joint Powers Agreement with the City of Mandan, North Dakota, dated March 2, 2010, to provide for the development and renewal of real property, owned by the School District, pursuant to North Dakota Century Code Chapter 40-58 and the Urban Renewal Plan of Mandan, North Dakota, dated August 1984, as amended. It is the purpose of this LOU to begin the development and renewal process of the real property now owned by School District.

#### 1. PROJECT CONCEPT AND DESCRIPTION.

The project under consideration is the construction, development and operation of certain residential housing hereinafter referred to as "the Project." The Project is to be located on real property now owned by School District and legally described as: All of Block 55, Original Town, now City of Mandan, Morton County, North Dakota (the "Real Property"). The project is expected to include 16 apartments for seniors and 12 town homes for families.

#### 2. TERM.

This LOU is effective until superseded by a purchase agreement in the form of the Purchase Agreement that is attached as exhibit A hereto, or until June 30, 2012, whichever occurs first. Any future modifications or extension of this agreement will be mutually agreed upon by all parties.

#### 3. SCOPE OF PROJECT.

In reference to construction and development of the Project, on or before June 30, 2012, MetroPlains and CWND will:

- (a) Form an appropriate entity to be the owner of the Real Property and cause such entity to enter into a Purchase Agreement with the School District
- (b) Provide proof of sufficient financing for the Project.

The School District agrees to the following:

- (a) The Real Property shall be sold to the entity established by MetroPlains and CWND for \$1.00, pursuant to the terms and conditions of a Purchase Agreement with that entity.

If by June 30, 2012, there are not firm written commitments in place for all of the financing necessary to complete the Project, or an extension of this agreement is not in place; this LOU shall become null and void.

The parties to this LOU specifically state that the Project is not a joint venture nor does this LOU intend to create any legal obligations of the parties to enter into a joint venture.

#### 4. CLOSING.

The School District shall convey and deliver to MetroPlains and CWND, or the entity established by them, on the Closing Date the following:

- (a) A quit claim deed in recordable form and properly executed, conveying the Real Property to MetroPlains and CWND, or the entity established by them, in fee simple, free and clear of all liens and encumbrances not presently of record in the office of the Morton County Recorder, North Dakota, excluding any and all special assessments levied upon the Real Property.
- (b) All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to MetroPlains and CWND, or the entity established by them, free and clear of all liens, charges and encumbrances not herein above specifically excepted, will be provided by the School District.

The parties agree that the closing shall take place within 120 days after MetroPlains and CWND, or the entity established by them, obtain obligations of funds necessary to complete the Project and after execution of agreements satisfactory to the School District, and MetroPlains and CWND, or the entity established by them, for the purchase of the Real Property, development of plans for the Project, and any other necessary agreements to complete the Project.

#### 5. PAYMENT OF COSTS.

If this LOU is canceled or if any party withdraws from the obligations of this LOU, none of the parties shall have any obligation to reimburse any other party for costs or damages, nor shall the School District have any obligation to convey the Real Property which is described herein.

6. RIGHT TO CANCEL OR WITHDRAW.

The parties shall have the following rights to cancel or withdraw from the obligations of this LOU:

At any time during the term of this LOU, should it become apparent that financing for the Project cannot be secured, MetroPlains and CWND shall have the right to cancel this LOU. None of the parties shall have any obligation to reimburse any other parties for costs or damages upon cancellation or withdrawal from the LOU, nor shall the School District have any obligation to convey the Real Property which is described herein.

7. CIVIL RIGHTS/NON-DISCRIMINATION STATEMENT.

MetroPlains and CWND, or the entity established by them, agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

8. APPLICABLE LAW.

This LOU shall be governed by and construed in accordance with the laws of the State of North Dakota.

9. INTEGRATION AND MODIFICATION.

This LOU constitutes the entire agreement between the parties. This LOU supersedes any prior arrangements, understandings, communications or negotiations, either oral or written, between the parties relating to this LOU or the Project. No alteration, amendment or modification in the provisions of this LOU shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

10. SEVERABILITY.

The parties agree that if any term or provision of this LOU is declared by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the LOU did not contain the particular term or provision held to be invalid.

11. NOTICES.

Notices required by and given pursuant to this LOU shall be in writing and delivered personally to the person to whom the notice is to be given, mailed postage prepaid, addressed to such person, as follows:

To MetroPlains:

MetroPlains, LLC  
1600 University Av, Suite 212  
St. Paul, MN 55104-3825

To CWND:

CommunityWorks North Dakota  
200 1st Avenue NW Suite 100  
Mandan, ND 58554-3162

To School District:

Superintendent  
Mandan Public School District #1  
901 Division St. NW  
Mandan, ND 58554

12. EFFECTS OF WAIVER OF COVENANTS.

A waiver of a breach of one covenant in this LOU by any of the parties is not a waiver of a breach of others, or of a subsequent breach of the one waived.

13. COMPLIANCE WITH ALL APPLICABLE LAWS.

The parties agree to comply with all applicable laws, regulations and rules promulgated by any federal, state, county or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the scope of responsibilities to which reference is made above. Included within the scope of laws, regulations and rules referred to in this paragraph, but in no way operate as a limitation, are workers compensation laws, prevailing wage laws, the Social Security Act of the federal government, and any of its titles.

14. FACSIMILE TRANSMISSION(S).

All parties hereto agree that the receipt of this document, or subsequent documents pursuant to this LOU by facsimile transmission shall serve as an acceptable original(s), including the signature of any of the parties to the LOU.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of the LOU as of the date and year first stated above.

MetroPlains, LLC.

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

CommunityWorks North Dakota

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

Mandan Public School District #1

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

**CONSENT**

The City of Mandan hereby consents to the foregoing Letter of Understanding, providing for the development and renewal of real property, owned by the Mandan Public School District #1, pursuant to the Joint Powers Agreement between with the City of Mandan and the Mandan Public School District #1, dated March 2, 2010.

CITY OF MANDAN

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2012  
President of the Board of  
City Commissioners

Attest:

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

**EXHIBIT A**  
**PURCHASE AGREEMENT**  
*(attached)*

## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, 2012, the effective date (“Effective Date”), by and between the Mandan Public School District #1 of 901 Division St. NW, Mandan, ND 58554 (“Seller”) and Mandan School Limited Partnership of 1600 University Avenue, Suite 212, St. Paul, MN 55104 (“Buyer”).

### **RECITALS**

- A. Seller is the owner of land located in Mandan, North Dakota legally described as: All of Block 55, Original Town, now City of Mandan, Morton County, North Dakota (“Real Property”).
- B. Seller entered into a Joint Powers Agreement with the City of Mandan, North Dakota, dated March 2, 2010, to provide for the development and renewal of the Real Property pursuant to North Dakota Century Code Chapter 40-58 and the Urban Renewal Plan of Mandan, North Dakota, dated August 1984, as amended. The development and renewal will result in the transfer of ownership of the Real Property to Buyer. It is the purpose of this Purchase Agreement to set forth the terms and conditions of that transfer.
- C. Seller issued a Request For Proposal for the development and renewal of the Real Property and the only proposal acceptable to the School District was submitted by MetroPlains, LLC (“MetroPlains”) and CommunityWorks North Dakota (“CWND”), to purchase the Real Property for \$1.00 under certain terms and conditions acceptable to the School District, and the School District has determined that the fair value of the Real Property is not more than \$1.00.
- D. Buyer is an entity created by MetroPlains and CWND to implement the proposal made by CWND and submitted to the School District (the “Development Proposal”).
- E. Buyer shall assume responsibility for all costs of construction, and otherwise, set forth in the Development Proposal.
- F. The public purpose served hereby is to help revitalize this area of the City of Mandan by increasing available housing and by preventing further deterioration and decay of the structures currently located on the Real Property.

### **AGREEMENT**

1. Sale of Real Property. Buyer agrees to purchase from Seller and Seller hereby agrees to sell and convey to Buyer the Real Property for a Purchase Price (“Purchase Price”) of \$1.00. With respect to this Agreement, Buyer and Seller agree that:

- 1.1 Buyer shall be responsible for payment of any required appraisals.

- 1.2 Seller shall be responsible for payment of costs of updating the abstract of title to the Real Property.
- 1.3 Buyer will provide residential housing, as set forth in the Development Proposal to the School District ("Project").
2. Payment of Purchase Price. The Purchase Price, as set forth in Section 1 herein, shall be paid by Buyer to Seller in the following manner:
  - 2.1 The balance of \$1.00 in cash on the Closing Date.
3. Contingencies. It is understood and agreed by and between the parties hereto that the respective obligations of Buyer and Seller hereunder shall be subject to and conditional upon satisfaction of the conditions set forth herein. Upon the failing of any condition precedent, this Agreement shall thereupon terminate and be of no further force or effect. The conditions precedent are:
  - 3.1 Seller conveying marketable title to the Real Property, free and clear of any and all liens or encumbrances whatsoever (except as set forth in Section 4 and as referenced in the Business Incentive Agreement at Section 3.3 herein).
  - 3.2 Buyer being able to construct the Project substantially in accordance with the Development Proposal attached as Exhibit A.
  - 3.3 Reserved.
4. Evidence of Title. Within thirty (30) days after the waiver or satisfaction of the conditions precedent in Section 3 herein, Seller shall furnish Buyer with an updated abstract to the Real Property, certified to date. Buyer shall be allowed thirty (30) days after receipt thereof for examination of title and the making of any objections thereto. Such objections shall be deemed waived unless made in writing. If any objections are so made, Seller shall be allowed thirty (30) days to make such title marketable. Pending correction of title, the closing herein shall be postponed. If title is not marketable and is not made so within thirty (30) days from the date of written objection thereto as herein set forth, this Agreement shall be null and void, at the option of Buyer, and neither party shall be liable for damages hereunder. If title to the Real Property is found marketable or is so made within said time, and Buyer, subject to satisfaction of all of the other terms and conditions herein set forth, shall default in any of the agreements herein set forth and continue in default for period of thirty (30) days, then and in such case, Seller may terminate this Agreement.
5. Closing Date. Subject to waiver of or satisfaction of the conditions precedent in Section 3 herein:

- 5.1 Seller shall convey and deliver to Buyer on the Closing Date the following:
- (a) A Quit Claim Grant Deed in recordable form and properly executed, conveying all of the Seller's right, title, and interest to the Real Property with the limited warranties implied by N.D.C.C. § 47-10-19, but subject to any liens or encumbrances for special assessments.
  - (b) All other documents affecting title to and possession of the Real Property and necessary to transfer or assign same to Buyer, the interest Seller has agreed to convey as set forth above.
  - (c) Closing Costs: Seller shall be responsible for the following closing costs:
    - i. abstract continuation(s),
    - ii. preparation of the deed,
    - iii. preparation and recording of all releases, satisfactions and corrective documents,
    - iv. Buyer shall be responsible for title examination fees and recordation of the deed. In the special event that Buyer or Buyer's lender requires title insurance, the cost thereof shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller.

Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor.

- 5.2 The parties agree that closing shall take place at a place to be determined thirty (30) days after the satisfaction and removal of all contingencies, or such earlier date as agreed by the parties (the "Closing Date").

6. Taxes. On the Closing Date, Seller shall be responsible for all real estate taxes that have been levied upon the Real Property for the preceding calendar year and prior years. Real estate taxes levied during the current year shall be prorated as of the Closing Date with Seller deemed to own the land on the Closing Date. Buyer shall be responsible for all outstanding special assessments against the Real Property regardless of when levied.

7. Operating Prior to Closing. Buyer and its representatives shall have the right, from and after the Effective Date, to enter upon the Real Property for the purposes of examining the same and conducting such inventories, observations, tests, and investigations of the Real Property as it may desire. Seller shall give Buyer and its

representatives full access, at all reasonable times, prior to and after the Closing Date, to all of its books and records with respect to the ownership, management, maintenance and operating of the Real Property and the right to copy the same, and shall furnish Buyer with all such information concerning the same as Buyer may reasonably request.

8. Possession. Possession of the Real Property shall be delivered to Buyer effective as of the Closing Date.

9. Hazardous Substances. "Hazardous Substance" means asbestos, urea formaldehyde, polychlorinated biphenyl, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic, or hazardous pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or contaminant in, or the release or disposal of which is regulated by, any Law or Regulation.

"Law or Regulation" means and includes the Comprehensive Environmental Response and Liability Act ("CERCLA" or the Federal Superfund Act) as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. 9601-9675; the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"); the Clean Water Act 33 U.S.C. seq. and all as may be from time to time amended and any other federal, state, county, municipal, local or other statute, law ordinance or regulation which may relate to or deal with human health or the environment including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, law, or ordinance.

"Land" or "Improvements" means the land and buildings and all fixtures or other personal property or portions of the premises being purchased.

- 9.1 Seller warrants and represents for the benefit of Buyer that the following are true and correct as of the Effective Date of this Agreement:
- (a) To the best of Seller's knowledge there are no above ground storage tanks located on the premises. Seller has no current knowledge of any underground storage tanks having been located on the Real Property.
  - (b) To the best of Seller's knowledge, the Real Property is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites nor any other list, schedule, log, inventory, or record of hazardous waste sites maintained by any state, federal, or local agency.
  - (c) Seller has disclosed to Buyer all reports and investigations commissioned by Seller and relating to Hazardous Substances and the premises.

- (d) Notwithstanding anything contained herein to the contrary, Seller makes no representations or warranties with respect to the condition of the Real Property or with respect to compliance with any Law or Regulation or respect to the existence of, or compliance with, any required permits of any governmental agency.
- 9.2 Buyer warrants and represents for the benefit of Seller that the following are true and correct as of the Effective Date of this Agreement:
- (a) Buyer has inspected the Real Property and has otherwise been afforded the opportunity to conduct such investigations and study on and of the Real Property as it deems necessary for the purpose of acquiring the Real Property for Buyer's intended use.
  - (b) Buyer agrees to rely solely upon Buyer's own examination and testing (which is to be done, if at all, at Buyer's expense) in regard to the possible existence of Hazardous Substances upon the Real Property.
  - (c) Buyer shall conduct such soil and/or hydrologic testing of the land purchased herein as may be necessary to determine the fitness of said land for the Project.
- 9.3 Buyer believes that it understands the condition of the Real Property, and as between Buyer and Seller, Buyer accepts that there may be defects and conditions that cannot be observed by casual inspection and that have not been revealed by its inspections and investigations to date. Buyer's acceptance of the Real Property with the risks of such unknown possible defects and conditions is for the benefit of Seller, but no other entity or other third party, including no other previous owner, lessee, licensee, or user of the Real Property, and no other possible responsible party, for any and all such defects and conditions. Except as otherwise provided herein, Buyer acknowledges and agrees that the Real Property is being sold to, and accepted by, Buyer in its present condition, "as is" and with all defects and faults.
- 9.4 Buyer, on behalf of itself and its successors and assigns, hereby releases Seller (including its officials, officers, employees, and agents) from any and all actions, causes of actions, obligations, claims, demands, liabilities, losses, damages, costs, and expenses of any nature, other than in violation of this Agreement, arising out of or related to (1) the present or future physical condition of the Real Property, (2) the presence or future presence of any Hazardous Substances on or under the Real Property, or (3) the enforcement of any Law or Regulation on account of any condition of the

Real Property; and agrees to make no claim against the persons and entities hereby released for any matters covered by this release. Buyer further agrees that this release and agreement not to sue shall survive the Closing Date, be a covenant that runs with the Real Property, and be binding upon the successors and assigns of Buyer. Buyer and Seller agree to cooperate with regard to any application to any fund or insurance company or other indemnification vehicle or other federal or state fund designed for brownfields clean up or other similar reasons.

9.5 Buyer agrees to defend, indemnify, and hold harmless Seller (including its officials, officers, employees, and agents) from any and all claims, actions, proceedings, liabilities, damages, costs and expenses which arise from actions of Buyer after the Closing Date and which may be imposed on, or asserted against, Seller and any of its officials, officers, employees, and agents at any time after the Closing Date by Buyer's successors or assigns for matters that the parties intend that Seller be otherwise released from liability for under Section 9.4 hereof. The duty of Buyer to defend, indemnify, and hold Seller, any of its officials, officers, employees, and agents, with regard to the Real Property shall survive the Closing Date and Buyer may not assign or delegate the responsibility for performance of these obligations without first obtaining the prior written consent of Seller.

9.6 If any representation or warranty herein contained within this section shall be or be found to be false, then the parties whom the false representation or warranty has been made shall be entitled to terminate this Agreement, or if the Agreement has already been consummated, to recover damages, costs, and attorneys fees.

10. Warranties, Representations and Covenants of Seller. Subject to the matters and proceedings disclosed by Seller to Buyer in Section 9 of this Agreement and the affect that those matters and proceedings might have on the Real Property, Seller warrants and represents for the benefit of Buyer that the following are true and correct as of the Effective Date of this Agreement.

10.1 That the execution and consummation of this Agreement will not result in the default or violation of any agreement or law by which Seller is bound.

10.2 That to the best of Seller's information, knowledge, and belief, there is no litigation or proceeding pending or known to Seller to be threatened against the Real Property or the operation thereof, or any facts which to the knowledge of Seller adversely affect, or in the future may adversely affect, operation of the Real Property.

10.3 That Seller has no knowledge of any default by any party under any agreement to which Seller is a party, involving or affecting the Real

Property.

- 10.4 That to the best of Seller's information, knowledge and belief, there are no applications, orders or petitions, or any other matters pending before any governmental agency which would materially affect the Real Property.
- 10.5 That to the best of Seller's information, knowledge, and belief, no condemnation proceedings are pending or threatening against Real Property.
- 10.6 Seller has the requisite power and authority to enter into and perform this Agreement, all of Seller's actions hereunder have been duly authorized by all necessary action; and this Agreement constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms.
- 10.7 Water, gas, telephone, electricity and storm sewer utilities are currently available on or near the Real Property for Buyer's use.
- 10.8 Seller is the owner of the fee simple title to the Real Property.
- 10.9 As of the Closing Date, there are no and will be no private (non-governmental) restrictions that affect the uses which may be made of the Real Property by Buyer, including, but not limited to, the size or cost of any building or structures to be placed on the Real Property, limitations on use or restrictions in regard to fences, roofs, garages and heights of buildings or structures to be placed on the Real Property, agreements to subject architectural plans to an association or other group, provisions requiring the joining with others in group actions, or restrictions imposed on the Real Property due to its historical significance.
- 10.10 There are no property interests or other improvements that are owned by Seller and which are necessary or useful for the Real Property that are not being conveyed pursuant to this Agreement.

Seller shall indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of Seller's breach of any of the above representations and warranties, whether such breach is discovered before or after the Closing Date.

11. Warranties and Representations of Buyer. Buyer warrants and represents for the benefit of Seller and its successors and assigns, that the following are true and correct on the Effective Date and on the Closing Date:

- 11.1 That Buyer has full power to enter into and perform this Agreement and the

consummation of the transaction contemplated herein.

11.2 That the instrument(s) to be executed and delivered by Buyer to Seller is/are legal, binding and valid obligations of Buyer enforceable against it according to their respective terms.

12. Liquidated Damages. Time is of the essence with respect to this Agreement. If Buyer shall default in any of its agreements or covenants herein contained, Seller may terminate this Agreement, free of any claim or right of Buyer.

13. Notices. Any notice provided for herein shall be in writing and shall be deemed to have been sufficient if and when delivered personally or when deposited in the United States mail, certified return receipt requested, postage prepaid, addressed as follows:

13.1 To Buyer: Mandan School Limited Partnership  
1600 University Avenue, Suite 212  
St. Paul, MN 55104

13.2 To Seller: Superintendent  
Mandan Public School District #1  
901 Division St. NW  
Mandan, ND 58554

14. Survival of Representations. The warranties, representations and covenants of Seller and Buyer, respectively, set forth in this Agreement or otherwise made in writing in connection with the transaction set forth herein, shall survive the Closing Date and shall be binding upon their respective successors and assigns.

15. Entire Agreement. This Agreement contains the entire agreement between the parties hereto pertaining to the subject matter hereof.

16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

17. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of North Dakota.

18. Remedies. If Seller defaults under this Agreement, Buyer may seek and recover from Seller damages for nonperformance or specific performance of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

SELLER:

Mandan Public School District #1

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2012  
Its President

BUYER:

Mandan School Limited Partnership

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2012  
Its \_\_\_\_\_

**CONSENT**

The City of Mandan hereby consents to the foregoing Purchase Agreement, providing for the development and renewal of real property, owned by the Mandan Public School District #1, pursuant to the Joint Powers Agreement between with the City of Mandan and the Mandan Public School District #1, dated March 2, 2010.

CITY OF MANDAN

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2012  
President of the Board of  
City Commissioners

Attest:

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

**EXHIBIT A**

**Development Proposal  
(*attached*)**



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** January 3, 2012  
**PREPARATION DATE:** December 30, 2011  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Ellen Huber, Business Development & Communications Director  
**SUBJECT:** CommunityWorks North Dakota letter of support

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**STATEMENT/PURPOSE:** To consider a letter of support for a CommunityWorks North Dakota application to the N.D. Housing Finance Agency for state tax credits for affordable housing.

**BACKGROUND/ALTERNATIVES:** CommunityWorks North Dakota is applying the N.D. Housing Finance Agency for state tax credits for its proposed affordable housing project involving the former junior high school. Provisions for the Housing Incentive Fund were established by the 2011 legislature to help build affordable rental housing in communities across North Dakota. Application requirements include demonstrated site control, financial projections and a capital needs assessment. Scoring criteria include service to low and extremely low income households, addressing housing needs of individuals with moderate incomes, the need for public funds, readiness to proceed, generation of private capital contribution, whether the project involves new construction and rehabilitation of existing uninhabitable structures, and how it addresses persons with special needs. There are preferences for communities under 10,000 in population and for flood impacted areas of Ward County.

**ATTACHMENTS:** Letter of support

**FISCAL IMPACT:** n/a

**STAFF IMPACT:** n/a

**LEGAL REVIEW:** n/a

**RECOMMENDATION:** I recommend approval of the letter of support for the CommunityWorks North Dakota application for the Housing Incentive Fund.

**SUGGESTED MOTION:** I move to approve a letter of support for the CommunityWorks North Dakota application for the Housing Incentive Fund.

January 3, 2012

Mandan School Limited Partnership  
1600 University Avenue – Suite 212  
St. Paul, MN 55104

RE: Proposed Low Income Housing Tax Credit (LIHTC) Project in Mandan

To Whom It May Concern:

This letter is written in support of the proposed LIHTC project in Mandan proposed by CommunityWorks North Dakota and MetroPlains. The project will include the construction of 12 townhomes for families and the rehabilitation of the vacant former Mandan Junior High 1924 building into 16 senior apartments. The project located on the site of the former Junior High is located at 406 4<sup>th</sup> Street NW Mandan. Of the 28 units, there will be a mix of unit sizes and types, including at least 5 units that will be accessible to people with physical disabilities.

I am aware of CommunityWorks North Dakota and MetroPlains success in developing affordable throughout the State of North Dakota, and particularly in Mandan, and understand the challenges associated with providing and maintaining long-term affordable housing.

This area of Mandan has seen some disinvestment over the past several years due to the uncertainty of what would happen to the former abandoned school. This redevelopment will revitalize the area which was so important to the School District and the City of Mandan that we partnered to seek redevelopment proposals that would strengthen the area and blend in with the neighborhood. This project as proposed was unanimously approved by both the School District and the Mandan City Commission

This project will not only provide needed affordable housing but will strengthen neighborhoods and our community.

Sincerely,

Tim Helbling  
Mayor of Mandan



## Board of City Commissioners

### Agenda Documentation

**MEETING DATE:** January 3, 2012  
**PREPARATION DATE:** December 28, 2011  
**SUBMITTING DEPARTMENT:** Business Development & Communications  
**DEPARTMENT DIRECTOR:** Ellen Huber, Business Development & Communications Director  
**PRESENTER:** Ellen Huber, Business Development & Communications Director  
**SUBJECT:** RFP for development of city-owned parcels in NW Mandan

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**STATEMENT/PURPOSE:** To considering making city-owned parcels located in northwest Mandan available to the public for development via a request for proposals.

**BACKGROUND/ALTERNATIVES:** The subject properties are owned by the City of Mandan and located along Sunset Drive, north of I-94, Exit 152. The parcels total 21.32 acres (split by 27<sup>th</sup> Street). The sites have not been previously developed. The addresses and legal descriptions are as follows:

1403 27th Street NW — *located in the southwest quadrant of the intersection of Sunset Drive and 27<sup>th</sup> Street NW.*

- Lot 1, Block 1, Addition 0264, School District #5
- 3.10 acres (135,022 sf)

City Parcel 2698AA — *located in the northwest quadrant of Sunset Drive and 27<sup>th</sup> Street NW, across the street from the Mandan Middle School.*

- Part of the SE4-Vac Pt of TV 3 & 4 ADD; (less part of Auditor's Lot G), located in the W1/2 SW1/4 SE1/4.
- 18.22 acres (793,607 sf)

The RFP calls for written proposals for commercial or mixed commercial/residential development on the subject parcels. The RFP indicates an interest in proposals that provide retail and services for residents, businesses and visitors; that increase the city's commercial tax base; and that offer employment opportunities for area residents. The RFP notes that the site would serve as a prime location for a hotel and points out a goal of filling gaps in the city's retail, restaurant and hospitality offerings.

The RFP outlines criteria for evaluation of the proposals including the proposed purchase price, intended uses, immediacy of development schedule, amount of investment, developer experience, and relationships with potential retail, restaurant and hospitality users.

Proposals would be due Feb. 17, 2012. Entities submitting complete proposals would be invited to present their concepts and participate in an interview at a regular or special meeting of the City Commission.

ATTACHMENTS: Request for Proposals

FISCAL IMPACT: City Parcel 2698AA has a special assessment balance of \$429,776 with an annual payment of \$65,768. Transitioning this property to private ownership would relieve the City of this financial obligation. The financial impact of property development will be determined based on proposals received.

STAFF IMPACT: Staff time will be needed to publicize the request for proposals, to assist in answering questions from potentially interested parties, and ultimately to craft a development agreement and monitor fulfillment.

LEGAL REVIEW: The draft RFP has been reviewed by Attorney Brown.

RECOMMENDATION: I recommend issuing the Request for Proposals for the city-owned parcels in northwest Mandan.

SUGGESTED MOTION: I move to approve issuance of the Request for Proposals for the city-owned parcels in northwest Mandan.

Map of NW Mandan Parcels



**REQUEST FOR PROPOSALS:**  
**For Development of Land Parcels Located Near I-94, Exit 152**  
**Mandan, North Dakota**

**Submission Deadline: February 17, 2012 by 3 p.m. CST**



**Issued Jan. 3, 2012 (tentative — pending City Commission approval)**

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

## **Introduction & Background**

The City of Mandan is seeking written proposals for commercial or mixed commercial/residential development on two parcels of property in northwest Mandan. The City is interested in proposals that provide retail and services for the community's residents, businesses and visitors; that increase the city's commercial tax base; and that offer employment opportunities for area residents. The City has identified the site as a prime location for a hotel. The City will consider proposals for uses other than the preferred uses.

The properties are owned by the City of Mandan and located along Sunset Drive, north of I-94, Exit 152. The parcels total 21.32 acres (split by 27<sup>th</sup> Street). The sites have not been previously developed.

The proposed purchase price will be one of multiple criteria for evaluating proposals. Other important criteria include intended uses, immediacy of the development schedule, amount of investment, developer experience and relationships with potential retail, restaurant and hospitality users.

Proposals are due Feb. 17, 2012. Once proposals are received and verified as complete, the City Commission will invite entities submitting proposals to present concepts and participate in an interview at a regular or special meeting.

If you have any questions or desire further information, please contact City of Mandan Business Development and Communications Director Ellen Huber at 701-667-3485 or [ehuber@cityofmandan.com](mailto:ehuber@cityofmandan.com). More information about the community is also available at [www.cityofmandan.com](http://www.cityofmandan.com).

### **This property information document summarizes many additional project considerations and requirements:**

<u>Section</u>	<u>Page</u>
Community Vision.....	3
Project Considerations	
• Location Overview .....	3
• Site Facts.....	4
o Addresses & Legal Description	
o Site Control	
o Property Taxes	
o Special Assessments	
o Zoning	
o Utilities	
o Soil Conditions	
• Proposal Requirements .....	5
• Developer Selection Process.....	5-6
• Contact Information & Resources.....	6

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).

## **COMMUNITY VISION**

The Mandan Tomorrow 2009 strategic plan offers the following vision for Mandan:

*Mandan is a vibrant, growing community known for its pioneering spirit and leadership in blazing the way to a welcoming, supportive and affordable hometown atmosphere and quality education system for families and residents of all ages; an environment for business innovation and success; and a historic, adventurous and exciting destination for visitors. Together we make it happen!*

The City of Mandan is seeking purchase and development proposals for the I-94 corridor parcels that are consistent with community goals. In particular, the City aims to fill gaps in its retail, restaurant and hospitality offerings for the region. Market analysis data is posted on the city's website in the Business Development section under the Community Profile subsection.

More information is available at the city website: [www.cityofmandan.com](http://www.cityofmandan.com).

## **PROJECT CONSIDERATIONS**

### **Location Overview**

The available parcels are located west of the new Mandan Middle School. Constructed in 2008, the facility's enrollment for 2011-12 is 781 students in sixth through eighth grades. Most students are bused to the school or transported by parents. Parents, faculty and staff are among potential customers for nearby retail and services. With two gyms, a cafetorium, football field, track, and tennis courts, the school attracts visitors for many activities and competitions.

The parcels are located just off I-94 and Old Red Trail, which draws traffic to nearby major industrial park employers including National Information Solutions Cooperative (approximately 404 employees) and Cloverdale Foods Company (approximately 250 employees). Residents of developments to the north also pass through this area in route to other parts of the community.

Nearby businesses include Seven Seas Inn and Waterpark, Ridge Motel, Red Trail Petro, Farm Credit Services, USDA Farm Service Agency, an insurance agency, and two engineering firms. HIT, Inc. has a nearby facility for head-injured patients and is constructing a new 45,000 sf building where 90 to 100 staff will provided services for another 115 to 120 individuals. Businesses just south of the interstate include Medcenter One Living Center and Family Clinic, Kindred Hospital, Sunset Tesoro, Hideaway Lounge, and Fried's Family Restaurant.

The Mandan Senior High School, Brave and Aquatic Center, and All Seasons Arena are located about a half-mile south of I-94, off Sunset Drive and Sixth Avenue NW. These facilities are also a hub of activity. Senior high students may go off campus for lunch. The high school gym, pool and ice arena host many week night and weekend games, meets and tournaments that attract visitors from throughout the region.

The most recent average daily traffic counts available are from a 2009 N.D. Department of Transportation tracking. Traffic on I-94 averaged 15,330 east of Exit 152 and 10,700 to the west. Average daily traffic at the intersection of Old Red Trail and Sunset Drive is 8,775 to the west and 8,170 to the south. Traffic activity has escalated considerably in recent years with increased population, business growth and oil and energy industry activity in the trade region.

## Site Facts

### Addresses & Legal Descriptions

1. 1403 27th Street NW
  - Lot 1, Block 1, Addition 0264, School District #5
  - 3.10 acres (135,022 sf)

*This parcel is located in the southwest quadrant of the intersection of Sunset Drive and 27<sup>th</sup> Street NW.*

2. City Parcel 2698AA
  - Part of the SE4-Vac Pt of TV 3 & 4 ADD; (less part of Auditor's Lot G), located in the W1/2 SW1/4 SE1/4.
  - 18.22 acres (793,607 sf)

*This parcel is located in the northwest quadrant of Sunset Drive and 27<sup>th</sup> Street NW, just across the street from the Mandan Middle School.*

### Site control

The City of Mandan owns the parcels. In order to facilitate a larger-scale development, the developer may identify and propose strategic partnerships with adjacent, private property owners.

### Property Taxes

The consolidated tax levy for property located in the City of Mandan is 403 mills for 2011, which is 2.02% of value for commercial property and 1.81% of value for residential property.

### Special Assessments

*Payoff balances figured to 11/08/11*

- 1403 27th Street NW— \$0
- City Parcel 2698AA — payoff of \$429,776.02; annual payment of \$65,767.75

### Zoning

- 1403 27th Street NW— CB, commercial permitting a variety of commercial, retail and multi-family residential uses.
- City Parcel 2698AA — R7, single family residential.

A zone change requires an application, public notice and review and approval by the Planning and Zoning Commission and the City Commission. The City will assist with a zone change as appropriate to accommodate the selected development proposal.

Commercial site plans and building designs subject to application for consideration by Mandan Architectural Review Commission.

### Utilities

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

### Soil conditions

Soil testing would need to be conducted. Test results from the middle school site are available upon request.

## **PROPOSAL REQUIREMENTS**

- 1) Within 45 days of the issuance of this request, or by February 17, 2012, interested parties should provide the following information:
  - a. Proposed purchase price, including terms, conditions and preferred closing date.
  - b. Intended use of the property. Describe nature of uses and the target rent/sale price for any commercial, multi-family and residential units.
  - c. Site plan and, if feasible, elevation drawings or examples of proposed facilities and structures.
  - d. Development budget to include the construction cost estimate and detailed sources and uses of funds for the project. For uses of funds, itemize the projected costs of the project including site acquisition, hard and soft construction costs, any tenant improvements, and any other project costs. For sources of funds, indicate the type of financing planned – e.g. debt, equity, other – and describe the status of securing those funds. If available, include a letter of interest to provide financing from a lender if debt financing is proposed.
  - e. Any public financial assistance requested, particularly any from the City. Write-downs of the land acquisition price below fair market value will be considered City financial assistance and will require a business incentive agreement.
  - f. Construction schedule, which indicates development will commence within 12 months from closing (city may require some form of security to enforce this portion of the agreement) and an achievable date for substantial completion.
  - g. Statement of developer qualifications and summary of previous experience with projects of a similar magnitude.
  - h. Summary of benefits to the local economy including estimated tax impact (property, sales, restaurant and lodging).

## **DEVELOPER SELECTION PROCESS**

1. Responses are requested in PDF format and e-mailed to Jim Neubauer, City Administrator, City of Mandan, at [jneubauer@cityofmandan.com](mailto:jneubauer@cityofmandan.com). Any material that needs to be provided in hard copy may be sent or delivered to City Hall at 205 2<sup>nd</sup> Avenue NW, Mandan, ND 58554. Complete proposals must be e-mailed, mailed or delivered for receipt by 3 p.m. on Feb. 17, 2012.
2. The Mandan City Commission will make the final selection based upon the following criteria:
  - a. Consistency with the City's vision and the extent to which the proposal will fill opportunity gaps and meet market needs.
  - b. The experience, financial and organizational capacity of the developer in successfully planning and completing development projects of similar type and scale.
  - c. Public benefits provided by the project including the proposed purchase price for the land, the amount of investment in the project(s), the provision of retail goods and services, contributions to the tax base, and the creation and retention of jobs.
  - d. Estimated taxable value upon completion and annual real estate taxes of the site.
  - e. Architectural character and quality of building materials.
  - f. Timeline for project completion.

The City and the selected developer will subsequently execute an agreement conveying the property and stipulating the terms and conditions of the project. The agreement will be negotiated within 45 days of selection.

Following is an anticipated timeline:

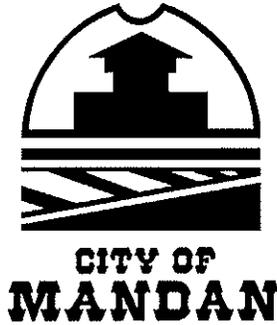
*Submission deadline for proposals	Feb. 17, 2012
Review/evaluation of proposals completed	March 1, 2012
Recommendation to City Commission on selected developer(s)	March 6, 2012
Final action by City Commission	March 20, 2012

The City reserves the right to: 1) reject any and all proposals or parts of proposals, 2) waive any informality or irregularity, 3) hold all proposals for a period of thirty (30) days after the date fixed for the opening thereof, 4) negotiate modifications of proposals submitted into a project of lesser or greater magnitude than described in the request for proposals or the proposer's reply, 5) accept the proposal(s) deemed most favorable to the best interest of the City of Mandan, and 6) advertise for new proposals as may be deemed necessary. Be advised as per North Dakota open records law that proposals may be released to the public if requested.

**Resource Contact Information**

<b>Title</b>	<b>Name</b>	<b>Phone</b>
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

For additional information, 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).



"WHERE THE WEST BEGINS"

**MEETING DATE:**

January 3, 2012

**PREPARATION DATE:**

December 30, 2011

**SUBMITTING DEPARTMENT:**

Administration

**DEPARTMENT DIRECTOR:**

Jim Neubauer, City Administrator

**PRESENTER:**

Jim Neubauer, City Administrator

**SUBJECT:**

Summit Housing Group Letter of Support

New Business No. 4

## Board of City Commissioners

### Agenda Documentation

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**STATEMENT/PURPOSE:** To consider a letter of support for Summit Housing Group application to the N.D. Housing Finance Agency for state tax credits for affordable housing.

**BACKGROUND/ALTERNATIVES:** Summit Housing Group is applying the N.D. Housing Finance Agency for state tax credits for its proposed affordable housing project on Shoal Loop.

Provisions for the Housing Incentive Fund were established by the 2011 legislature to help build affordable rental housing in communities across North Dakota. Application requirements include demonstrated site control, financial projections and a capital needs assessment. Scoring criteria include service to low and extremely low income households, addressing housing needs of individuals with moderate incomes, the need for public funds, readiness to proceed, generation of private capital contribution, whether the project involves new construction and rehabilitation of existing uninhabitable structures, and how it addresses persons with special needs. There are preferences for communities under 10,000 in population and for flood impacted areas of Ward County.

**ATTACHMENTS:** Proposed letter of support  
Proposed site layout  
Renderings of proposed project

**FISCAL IMPACT:** n/a

**STAFF IMPACT:** n/a

**LEGAL REVIEW:** n/a

**RECOMMENDATION:** I recommend approval of the letter of support for the Summit Housing Group application for the Housing Incentive Fund.

**SUGGESTED MOTION:** I move to approve a letter of support for the Summit Housing Group application for the Housing Incentive Fund.

January 3, 2012

Summit Housing Group, Inc  
Harlan Wells  
283 W. Front Street, Suite 1  
Missoula, MT 59802

RE: Crown Butte Apartments

Dear Mr. Wells

We are looking forward to Summit Housing Group's development of Low Income Housing Tax Credit Apartments on TBD Shoal Loop and wholeheartedly support your efforts to provide affordable housing in Mandan.

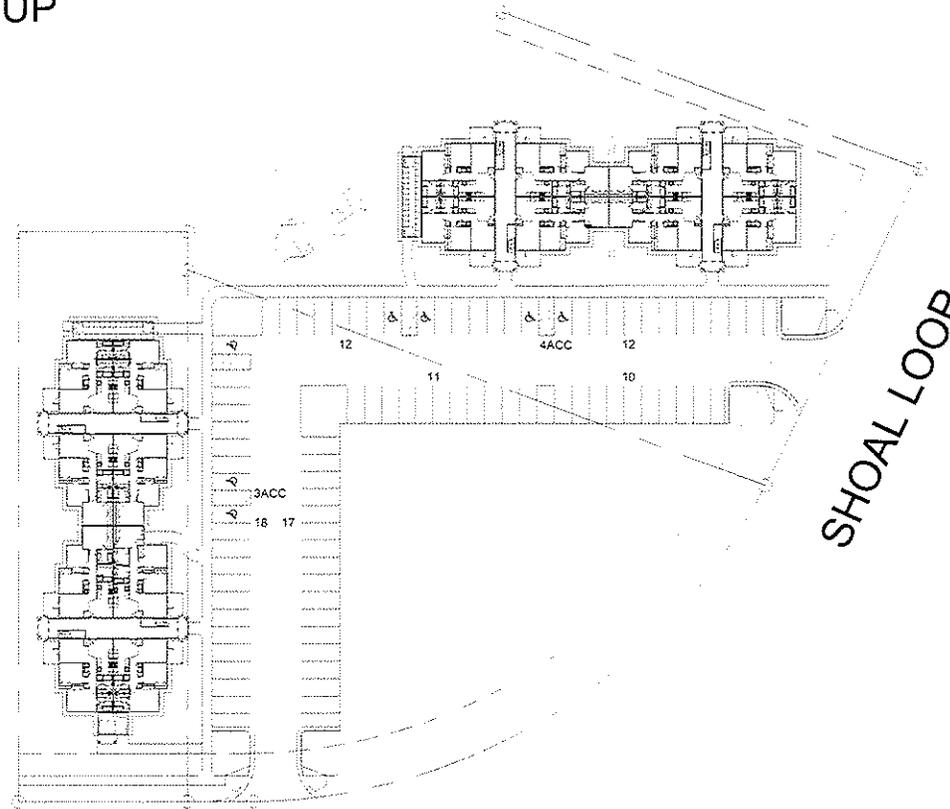
The City of Mandan continues to grow at a rapid pace and housing, especially affordable housing, has become in short supply. Your development of 48 units of two and three bedroom Multifamily Apartments will help meet the need of small and large families at or below 60% of the median income. We feel that this type of affordable housing will assist in addressing the needs of our community.

We look forward to the addition of this affordable multifamily project to our community.

Sincerely,

Tim Helbling,  
Mayor

# SUMMIT HOUSING GROUP



1" = 60'-0"

## PROPOSED MANDAN FAMILY HOUSING SITE PLAN

12/2011

### 3.00 BUILDABLE ACRES

#### Dwelling Units

48 UNITS = 2 BEDROOMS = 24 3 BEDROOMS = 24

#### Parking TOTAL=

1 SP PER UNIT REQUIRED  
48 UNITS = 48 SPACES

87 TOTAL PARKING SPACES SHOWN



**Summit Housing Group, Inc.**  
283 W. Front Street, Suite 1  
Missoula, MT 59802  
Phone (406) 541-0999

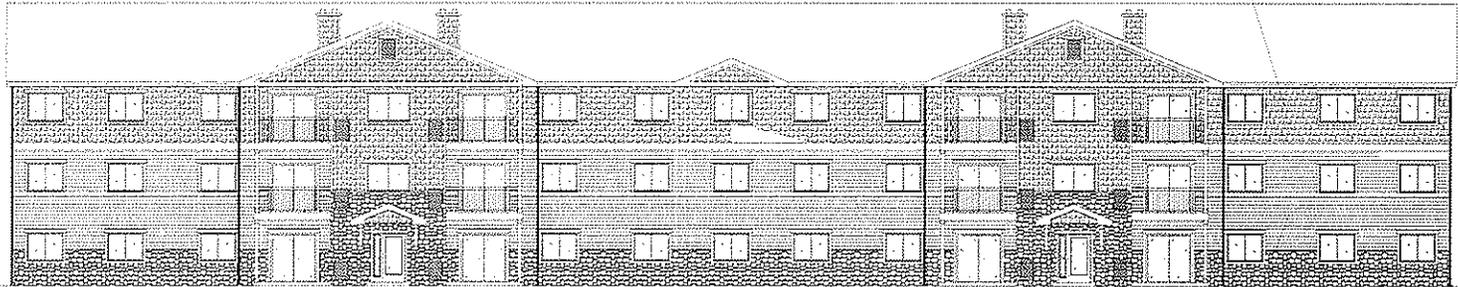
# PEAK APARTMENTS

## SHERIDAN, WYOMING



**ECONOMIDES ARCHITECTS, INC**  
912 COOLIDGE ROAD  
EAST LANSING, MI 48823  
PHONE (517) 351-6720  
FAX (517) 351-4120

# SUMMIT HOUSING GROUP

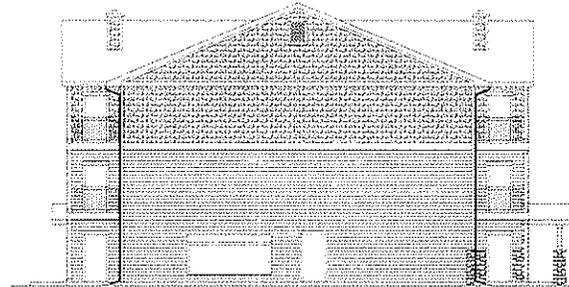


6" HARDI SHINGLE

1 Building Front Elevation

6" HARDI LAP

ROCK WAINSCOT



2 Building End Elevation

1/16" = 1'-0"

PROPOSED SHERIDAN FAMILY ELEVATIONS

12/2010

SHERIDAN, WYOMING