



**AGENDA
CITY COMMISSION
JULY 16, 2024
ED “BOSH” FROELICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

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The City of Mandan is encouraging citizens to provide their comments for agenda items via email to info@cityofmandan.com. Please provide your comments before Noon on the day of the meeting. Include the agenda item number your comment references. Comments will be forwarded to the Commissioners and appropriate departments.

A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

D. APPROVAL OF AGENDA

E. MINUTES

1. Consider approval of the minutes of the following meetings:
 - a. July 2, 2024 Board of City Commissioners regular meeting
 - b. July 9, 2024 Board of City Commissioners special meeting

F. PUBLIC HEARING

G. BIDS

H. CONSENT AGENDA

1. Consider approval of monthly bills
2. Consider an amendment to extend the Sensus - Advanced Metering Infrastructure Agreement (A.M.I.)
3. Consider an amendment to the 2024 Budget for Building Inspections
4. Consider approval of the following special event permits:
 - a. Stage Stop Liquors-ND State Arm Wrestling Tournament
 - b. Stage Stop Mid-Summer Foam Party
5. Consider Minor Plat(s) for Shores at Lakewood 1st Addition
6. Consider the following abatements:
 - a. Wentz 2023 Veteran's Credit
 - b. Hit Inc. 2024 Abatement

I. OLD BUSINESS

J. NEW BUSINESS

1. Consider Appointing Austin Lafferty to the Morton Mandan Public Library Board of Trustees as city-wide representative
2. Consider options related to the vacant City Commission seat

K. RESOLUTIONS AND ORDINANCES

1. Second and final consideration of Ordinance 1448, an ordinance to amend and re-enact Section 24-1-2(c) of the Mandan code of ordinances, relating to penalties for parking violations
2. Second Consideration of Ordinance 1450, related to the corrected annexation of Rock Prairie Estates Addition and the NW Trunk Sewer route
3. Second Consideration of Ordinance No. 1449, related to the Annexation of the Heart River Correctional Center Property
4. First Consideration of Ordinance 1451 to amend the Mandan Code of Ordinances Section 2-3-3 Groups created by ordinance, related to word changes to the Mandan Architectural Review Commission

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- August 6, 2024 at 5:30 p.m.
- August 20, 2024 at 5:30 p.m.
- September 3, 2024 at 5:00 p.m.

N. ADJOURN

The Mandan City Commission met in regular session at 5:30 PM on July 2, 2024 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, Mike Braun, James Froelich, Craig Sjoberg. Department heads present were City Administrator Neubauer, Finance Director Welch, Human Resource Director Berger, Engineering Director Wigness, Police Chief Ziegler, Building Official Singer, Fire Chief/Public Works Director Bitz, Business Development & Communications Director Cermak, Planner Stromme and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Introduction of new employees:.*

a. *Engineering Tech Jackson Mills.* City Engineer Wigness introduced Engineering Tech Jackson Mills to the commission.

D. APPROVAL OF AGENDA

E. MINUTES

1. *Consider approval of the following Board of City Commissioners meeting minutes: .*

a. *June 18, 2024 Regular Meeting.* Commissioner Rohr moved and Commissioner Braun seconded to approve the June 18 regular City Commission meeting minutes as presented. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.

b. *June 25, 2024 Special Meeting.* City Commissioner Sjoberg moved and Commissioner Braun seconded to approve the June 25 City Commission Special Meeting minutes as presented. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.

F. PUBLIC HEARING

1. *First Consideration of Ordinance No. 1449, related to the Annexation of the Heart River Correctional Center Property.* Planner Stromme presented an ordinance related to the annexation of the Heart River Correctional Center Property. Mayor Froelich opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing closed.

2. *First Consideration of Ordinance 1450, related to the corrected annexation of Rock Prairie Estates Addition and the NW Trunk Sewer route.* Planner Stromme presented an ordinance related to the corrected annexation of Rock Prairie Estates Addition and the northwest trunk sewer route. Mayor Froelich opened the public hearing and invited the public to come forward to comment. A second and third invitation for comment was given. Hearing none, the public hearing closed.

G. BIDS

H. CONSENT AGENDA

1. *Consider approval of authorized check signers and employees with banking and cash management functions.*

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2. *Consider authorizing city staff to determine project sequencing for the Municipal Concrete Contract.*
 3. *Consider approval of a Request for Proposals for the Mandan Union Cemetery Geotechnical Evaluation .*
 4. *Consider approval of the special event permit for the Independence Day Parade, Art in the Park and 5k Race.*
 5. *Consider scheduling a public hearing to vacate an alley adjacent to Lots 4, 5, & 6 in Helblings 2nd Addition.*
 6. *Consider Final Plat for Longhorn 3rd Addition.*
 7. *Consider acceptance of State Water Commission cost-share funding.*
 8. *Consider authorizing staff to advertise for Collins Reservoir reconstruction bids.*
 9. *Acceptance of an AARP Community Challenge grant.*
 10. *Consider approval of the Raffle Permit for Missouri Slope Lutheran Care Center Foundation.* Commissioner Rohr moved and Commissioner Sjoberg seconded to approve consent agenda items 1-10. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.

I. OLD BUSINESS

J. NEW BUSINESS

1. *Consider selection of a Vice President.* Commissioner Sjoberg moved and Commissioner Braun seconded to appoint Dennis Rohr as vice president of the board. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.
2. *Consider commissioner portfolio and committee assignments.* Commissioner Rohr moved and Commissioner Braun seconded to approve the portfolio and committee assignments as presented, noting that Mayor Froelich is currently assigned to the Planning & Zoning Commission and a second commissioner is not necessary. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.
3. *Growth Fund Committee recommendation on fire sprinkler assistance for 104 2nd Ave NW .* Business Development & Communications Director Cermak presented the application for fire sprinkler assistance for 104 2nd Ave NW. Commissioner Sjoberg moved and Commissioner Braun seconded to approve providing 50% matching funds, not to exceed \$10,000, to be structured as a forgivable loan for installation of a fire sprinkler system at 104 2nd Ave NW. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.
4. *Lower Heart River Water Resource District Update.* Lower Heart River Water Resource District's Bill Robinson provided the commission with an update on the status of the project and their request for consideration of a phased project approach to the flood mitigation assistant (FMA) grant. Commissioner Sjoberg moved and Commissioner Rohr seconded to approve the request for a phased project approach to the FMA grant. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.
5. *Consider entering into a supplementary Engineering Service Agreement to update City stormwater standards.* City Engineer Wigness presented the item. Commissioner Braun moved and Commissioner Rohr seconded to enter into the agreement with Houston Engineering and authorize the use of \$49,900 from the City Utility Fund for these services. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.

6. *Consider Engineering Service Agreement for the Terra Vallee decommissioning project.* City Engineer Wigness presented the item. Commissioner Rohr moved and Commissioner Sjoberg seconded to enter into the agreement with Apex Engineering, as presented. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.

K. RESOLUTIONS AND ORDINANCES

1. *First consideration of Ordinance 1448, an ordinance to amend and re-enact Section 24-1-2(c) of the Mandan code of ordinances, relating to penalties for parking violations.* Police Chief Ziegler presented the ordinance relating to penalties for parking violations. Commissioner Sjoberg asked about the fine for parking in a fire lane or blocking a fire hydrant. Chief Ziegler said it is currently \$10. Commissioner Sjoberg asked to increase the fine for parking in a fire lane or blocking a fire hydrant to \$50. City Commissioner Sjoberg moved and Commissioner Rohr seconded to approve the ordinance as presented with the addition of a \$50 fine for parking in a fire lane or blocking a fire hydrant. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.

2. *Resolution regarding participation in funding for a Bureau of Reclamation WaterSMART Grant Project.* Fire Chief/Public Works Director Bitz presented on the WaterSMART grant project. Commissioner Braun moved and Commissioner Rohr seconded to approve the resolution to apply for the WaterSMART grant for 2025 as presented. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.

3. *First Consideration of Ordinance No. 1449, related to the Annexation of the Heart River Correctional Center Property.* Planner Stromme presented the ordinance. Commissioner Rohr moved and Commissioner Sjoberg seconded to approve the first consideration of Ordinance No. 1449. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.

4. *First Consideration of Ordinance 1450, related to the corrected annexation of Rock Prairie Estates Addition and the NW Trunk Sewer route.* Planner Stromme presented the ordinance. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the first consideration of Ordinance No. 1450. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion passed.

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

July 16, 2024 at 5:30 p.m..

August 6, 2024 at 5:30 p.m..

August 20, 2024 at 5:30 p.m..

N. ADJOURN There being no other business to come before the Board, Commissioner Sjoberg moved and Commissioner Rohr seconded to adjourn at 6:39 p.m. Roll Call vote: Aye 4, Nay 0, Absent 0. The motion received unanimous approval of all the members present.

James Neubauer
City Administrator

James Froelich
President, Board of City Commissioners

The Mandan City Commission met in regular session at 7:00 PM on July 9, 2024 in the Veterans Conference Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, James Froelich, Craig Sjoberg; absent was Mike Braun. Department heads present were Fire Chief/Public Works Director Bitz, Police Chief Ziegler, Engineering Director Wigness, Building Official Singer, Assistant Waste Water Treatment Plant Superintendent Malsam, Finance Director Welch, Assistant Finance Director Schulz, City Administrator Neubauer, Business Development and communications Director Cermak, Airport Manager Gerhardt, Human Resources Director Berger, and Library Director Sandstrom.

B. THE PLEDGE OF ALLEGIANCE

C. NEW BUSINESS

1. *Working session regarding 2025 budget items..* Department Managers presented 2025 budget requests. The following departments presented budget topics for review and discussion: Planning, Public Works (Streets, Forestry, Grounds Maintenance, Cemetery, Utility Maintenance, Meter Reading, Solid Waste Utility, Street Light Utility), Assessing, Airport, Legal, Human Resource, Library, Municipal Court, Business Development & Communications, Fire, Information Technology, Police, Building Inspection, Engineering (Water Treatment, Wastewater Treatment, Infrastructure Projects), and Finance Department.

D. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

July 16, 5:30 pm.

August 6, 5:30 pm.

August 20, 5:30 pm.

E. ADJOURN There being no other business to come before the Board, Commissioner Rohr moved and Commissioner Sjoberg seconded to adjourn at 9:54 p.m. Roll Call vote: Aye 3, Nay 0, Absent 1 (Braun). The motion received unanimous approval of all the members present.

James Neubauer
City Administrator

James Froelich
President, Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 1, 2024
SUBMITTING DEPARTMENT: Public Works - Utility
DEPARTMENT DIRECTOR: Mitch Bitz
PRESENTER: Mitch Bitz, Public Works Director
SUBJECT: Consider an amendment to extend the Sensus - Advanced Metering Infrastructure Agreement (A.M.I.)

STATEMENT/PURPOSE:

Consider an amendment to extend the Sensus - Advanced Metering Infrastructure Agreement (A.M.I.)

BACKGROUND/ALTERNATIVES:

We currently have approximately 7,700 water meters in service throughout our community. These meters are automatically read by two fixed-based radio towers, one on the north end of town and the other on the south end of town. The information is collected through the sensus AMI system and is then electronically processed through the Utility Billing department to then generate our communities' monthly water bills. The system we are utilizing has been in place since 2014 and continues to serve us well. The attached amendment is simply an extension to the original 2014 agreement to continue the technical support and software as a service agreement. This authorization would extend the agreement out to 2029

ATTACHMENTS:

1. AMI Agreement_Fully Executed 5.29.14
2. Mandan ND_Sensus Third Amendment to AMI_extend term_2024-06-26

FISCAL IMPACT:

Approximately \$25K per year from the Water Utility Fund

STAFF IMPACT:

N/A

LEGAL REVIEW:

City Commission

Agenda Documentation

July 16, 2024

Subject: Consider an amendment to extend the Sensus - Advanced Metering Infrastructure Agreement (A.M.I.)

Page 2 of 2

Attorney Oster's Office has reviewed this item.

RECOMMENDATION:

To execute the extension to the Sensus AMI Agreement

SUGGESTED MOTION:

I move to execute the extension to the Sensus AMI Agreement



Advanced Metering Infrastructure (AMI) Agreement

between

City of Mandan
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Term"), provided that it may be extended for a longer period by written agreement.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.
By: Jim Harriger
Name: JIM HARRIGER
Title: Director of Sales
Date: 5/13/2014

Customer: City of Mandan
By: Jim Newkirk
Name: Jim Newkirk
Title: City Administrator
Date: 5-27-14

Per the attached Quote, pricing remains firm until 7/1/2019 ("Trigger Date")

All purchase orders shall be sent to the address provided by Sensus. Sensus may change this address upon notice to Customer.

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: AMI Agreement

Exhibit A Software as a Service
Exhibit B Technical Support
Exhibit C Pricing

Part 1: Information for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1	Customer/Lessee Name: City of Mandan		
	Attention To: Jim Neubauer		Name of Real Party in Interest:
	Street Address: 205 2nd Ave NW		City: Mandan
	State: ND	Zip: 58554	Phone: 701-667-3215
	Fax:	Email:	

Is Customer contact information same as above? ☒ Yes ☐ No (If No, complete box 2 below)

2	Additional Customer/Lessee Contact Information		
	Company Name: City of Mandan		
	Attention To: Jeff Wright		
	Street Address: 411 6th Ave SW		City: Mandan
	State: ND	Zip: 58554	Phone: 701-667-3240
Fax: 701-667-3203		Email: jwright@cityofmandan.com	

3	Customer/Lessee is a(n) (Select one): ☐ Individual ☐ Unincorporated Association ☐ Trust	
	☒ Government Entity ☐ Corporation ☐ Limited Liability Company ☐ General Partnership	
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Consortium ☐ Other		

4	FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____ If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file.	
	Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.	

5	Customer Tax ID: 45-6002118
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6	Individual Contact For FCC Matters	
	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.	
	Name: Jeff Wright	
	Title: Public Works Director	
	Email: jwright@cityofmandan.com	Phone: 701-667-3240
	Personal FRN: 0023669468	
Link for obtaining personal FRN: https://apps.fcc.gov/coresWeb/regEntityType.do		

7	Ownership Disclosure Information		
	If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	Mayor: Arlyn Van Beek	US Citizen? ☒ Yes ☐ No	Ownership Disclosure? ☐ Yes ☒ No
	Council Member: Mike Braun	☒ Yes ☐ No	☐ Yes ☒ No
	Council Member: Dot Frank	☒ Yes ☐ No	☐ Yes ☒ No
	Council Member: Dennis Rohr	☒ Yes ☐ No	☐ Yes ☒ No

Council Member: <i>Sandra Tibke</i>	☒ Yes ☐ No	☐ Yes ☒ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

8 Alien Ownership Questions (If the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government? ☐ Yes ☒ No

9 Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐ Yes ☒ No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐ Yes ☒ No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐ Yes ☒ No

10 Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 882, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name: <i>Jim</i>	MI:	Last Name: <i>Neubauer</i>	Suffix:
Title: <i>Administrator</i>		Customer Name: <i>City of Mandan</i>	
Signature: <i>Jim Neubauer</i>			Date: <i>5-28-14</i>

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).



Part 2: AMI AGREEMENT

1. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Equipment from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf> or 1-800-METER-IT.
 - B. THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.
2. **Services.**
 - A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
 - B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.
 - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement.
 - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - E. **Project Management.** Project Management of the AMI System is not included in this Agreement.
3. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services, as provided in Exhibit C.
4. **Spectrum**
 - A. **Definitions in this Section 4.** In this Section 4 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
 - B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum; if no Ongoing Fees are specifically listed for use of the Leased Spectrum, then Sensus shall partition \$900 from the other Ongoing Fees and such amount is hereby allocated to this spectrum lease pursuant to this Agreement.
 - C. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will: (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
 - D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to: (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so, Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
 - E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
 - F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
 - G. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
 - H. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a):
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
 - (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

- (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
5. **General Terms and Conditions.**
- A. **Payment.** All payment and pricing is subject to the terms in Exhibit C
- B. **Limitation of Liability.**
- i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and spectrum lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure. "Force Majeure" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Confidential Information" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- G. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- H. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- I. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- J. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- K. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but

- neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
- L. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
 - M. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
 - N. **Four Corners.** This written Agreement represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement.
 - O. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - D. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - E. **"Field Devices"** means the meters and SmartPoint Modules.
 - F. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - G. **"FlexWare™ Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
 - H. **"Harris Software"** means the specific items of software provided by N. Harris Computer Corporation only to the extent Customer; (i) has been provided pricing for that specific item of Harris Software; and (ii) is current in its payments for that specific item of Harris Software.
 - I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
 - J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
 - K. **"LCM"** identifies the load control modules.
 - L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
 - M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
 - N. **"Permitted Use"** means only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
 - O. **"Release"** means both Updates and Upgrades.
 - P. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
 - Q. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - R. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
 - S. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
 - T. **"Server Hardware"** means the RNI hardware.
 - U. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
 - V. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
 - W. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
 - X. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
 - Y. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
 - Z. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for Software as a Service.

- A. Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate the Software as a Service by giving Sensus one hundred twenty (120) days prior written notice. Upon delivery of the notice, Customer shall purchase the necessary RNI(s) and shall pay all applicable fees, including any unpaid Software as a Service fees. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate the Software as a Service, Customer acknowledges that; (a) Customer shall purchase the RNI hardware; (b) Customer will purchase the necessary software license(s); (c) Sensus will cease to provide the Software as a Service.
- B. Software as a Service Definition.**
1. **"Software as a Service"** means only the following services:
- i. Use of RNI hardware, located at Sensus' or a third party's data center facility (as determined by Sensus), that is necessary to operate the AMI System.
 - ii. Initial training (not to exceed five days) on the use of the AMI System and all product documentation, including any updates to product documentation.
 - iii. Providing Patches, Updates, and Upgrades to latest Sensus FlexWare Software releases.
 - iv. Providing FCC spectrum, pursuant to the terms of the spectrum lease, to operate the AMI System (for USA customers).
 - v. Providing remote firmware maintenance for FlexNet Base Stations and SmartPoint Modules (Customer must provide IP access to each FlexNet Base Station in order to perform secure shell (SSH) functions).
 - vi. Providing certain third party software required to operate the RNI (specifically, Microsoft SQL server, Microsoft Windows Server, Red Hat Linux OS, and other Bundled Software).
 - vii. Providing secure Web portal access to the hosted FlexWare Software application for the Customer (Customer system administrator grants RNI access to authorized Customer personnel as they are added).
 - viii. If requested, submitting a "daily reading file" in standard file format containing hourly consumption reads and all available alarms collected by the AMI System, including exception reports, such as zero consumption reads and non-responding meters (including traceability to the meter location when the meter installer provides the location information).
 - ix. 24x7x365 server and network monitoring and trouble ticket generation, advanced security monitoring and preventative maintenance monitoring using diagnostic software tools.
 - x. Network optimization after the final propagation study and FlexNet Base Station site plan is verified by Sensus, and network tuning of endpoints deployed in the Service Territory.
 - xi. Performing daily off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
 - xii. Providing current Sensus fixed base reporting software (for up to 50,000 SmartPoint Modules) for up to thirteen (13) months of hourly data retention for basic reporting, route processing and querying functionality.
 - xiii. Providing telephone support consistent with the Sensus Technical Support as set forth in Exhibit B.
 - xiv. Providing "hot failover" disaster recovery solution within twenty four (24) hours.
 - xv. Providing FlexNet Base Station parts repair or replacement, at Sensus' discretion. This excludes field repair labor and field maintenance labor.
2. **"Software as a Service"** does not include any of the following services:
- i. Normal periodic processing of accounts or readings for Customer's billing system for billing or other analysis purposes (other than daily file delivery).
 - ii. Field labor to troubleshoot any SmartPoint Modules in the field in meter populations that have been previously accepted.
 - iii. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
 - iv. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
 - v. Customer understands that the Sensus route manager meter data management (MDM) application is limited to 50,000 or fewer SmartPoint Modules, and Customer must utilize an enterprise MDMS (or other suitable solution) to manage reading data when system size exceeds 50,000 SmartPoint Modules.

If an item is not listed in subparagraphs (1) or (2) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

1. Sensus (or its contractor) shall host the FlexWare Software application on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the hosted FlexWare Software application via Internet or point to point connection (i.e., Hosted-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

2. Calculations

- i. **"Targeted Minutes of Operation"** or **"TMO"** means total minutes in the applicable month ("Month") minus the Scheduled Downtime in the Month.
- ii. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to the FlexWare Software is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- iii. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to FlexWare Software is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

3. Exceptions. "Exceptions" mean the following events:

- i. Force Majeure;
- ii. Emergency Work, as defined below; and
- iii. Lack of Internet Availability, as described below.

4. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO,



Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Host Systems or the FlexWare Software ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the FlexWare Software by the Customer is made available (the "Host Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

5. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. **Host Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Host Systems:
 1. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 2. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 3. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 4. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 5. Dry pipe pre-action fire detection and suppression systems are provided.
 6. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer**
 1. Customer shall promptly pay all Software as a Service fees.
 2. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the FlexWare Software, Host Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the FlexWare Software application.
 3. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the FlexWare application hosted by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Host Systems in a secure manner via the public Internet.
 4. Each of Customer's authorized users will receive a username and password upon completion of the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the FlexWare Software application. Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the FlexWare Software application and Host Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the FlexWare Software application through Customer's account, account ID, usernames or passwords.
- D. **Disaster Recovery.** In the case of a disaster and loss of access to or use of the FlexWare Software application, Sensus shall use commercially reasonable efforts to restore operations at the same location or at a backup location within twenty four (24) hours. Customer acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as soon as commercially reasonable.

If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:
Customer License Agreement

1. No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
2. The Customer shall have no right to modify the Harris Software supplied by Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
3. Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
4. The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
5. The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
6. The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
7. No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
8. To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis.

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2

support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	• Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the Issue may be escalated as follows to a higher level of authority.

6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day, and to the VP level if not resolved within 24 hours.

6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.

6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service/contracts.
- 7.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.
- 7.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an Internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard Technical Support program but may be provided as a fee-based service.
- 7.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

**Exhibit C
Pricing**

Pricing			
Item Description	Quantity	Price per Unit	Notes
Goods			
Services			
See attached pricing quote			
Ongoing Fees	Annually		

Payment Terms

Escalation. Customer shall pay for all goods and services rendered by Sensus hereunder at the prices set forth in this Exhibit C (or in the Quote if one is referenced on the first page. If there is a Quote referenced on the first page, such Quote is incorporated into this Exhibit C by reference). The pricing in Exhibit C shall remain firm until the Trigger Date (as defined on the first page of the Agreement). Starting on the Trigger Date, and on each anniversary of the Trigger Date thereafter, the pricing in Exhibit C shall automatically adjust to equal the summation of (i) the amount charged for such pricing component during the immediately preceding year ("Base Amount"); plus (ii) the product of the Base Amount multiplied by the percentage rate of increase in the Escalator(s) during the immediately preceding year (which product shall not be less than zero, such that the pricing in Exhibit C cannot decrease under this section). The Escalator(s) will be calculated utilizing the Escalator(s) published the month prior to the anniversary of the Trigger Date compared to the equivalent month from one year earlier to determine the escalation. For example, if the Trigger Date occurs in January 2015, the Escalator(s) will be calculated by comparing December 2013 and December 2014 figures.

Equipment. Invoices for all Field Devices, RF Field Equipment, Server Hardware and any other goods sold by Sensus hereunder shall be delivered along with the relevant goods.

Third Party Devices. In cases where Customer requests or requires Sensus to deliver SmartPoint Modules to a third party meter manufacturer (or any other third party), payment for such modules is due within thirty (30) days of the invoice date to such manufacturer or other third party, irrespective of how long it takes such third party to deliver the SmartPoint Modules to Customer.

Services. Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.

Invoices and Payment. Customer shall pay all invoices within thirty (30) days of the invoice date. Sensus reserves the right to establish credit limits for Customer and may require full or partial payment prior to shipment of any goods or commencement of any services provided hereunder. All payments shall be made via electronic payment to the account(s) indicated by Sensus from time to time, unless Sensus requests a change in payment methods in writing.

Late Payments. Any invoices not disputed in good faith by Customer which Customer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; or (ii) the highest rate permitted by applicable law (collectively, "Interest Rate").

Disputed Invoices. If Customer disputes an invoice, it shall give written notice of the dispute to Sensus within 30 days of the invoice date. If it does not do so, the entire invoice shall be deemed payable without reduction, set off, or claim. If Customer gives written notice of the dispute within the required thirty (30) days, it shall, at such time as the notice is given, pay the undisputed amount of the invoice and the disputed portion shall be resolved by the parties or, if necessary, under the dispute resolution provisions of this Agreement. If it is ultimately determined that some or all of the disputed amount was payable, that amount shall bear interest from the original due date until Customer pays it at the Interest Rate.

Withholding. Customer may withhold payment on an invoice for defective goods and services. Payment by Customer of an invoice shall deem Sensus to have fully complied with this Agreement for all goods and services represented in the invoice and with all other terms and conditions of this Agreement prior to the date of such payment.

Taxes. All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or the goods, services, licenses, and/or other rights provided to Customer hereunder.

Delivery and Packaging. Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse. Sensus reserves the right to select the manner in which Equipment is packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges. Shipping and completion dates quoted by Sensus are made in good faith but are not guaranteed.

Address for Purchase Orders. All purchase orders shall be sent to the address listed below. Sensus may change this address at any time, upon written notice to the Customer (such notice may be provided via email).

Sensus USA Inc.
PO Box 487
Uniontown, PA 15401
Attn: Customer Service
Fax: 800-888-2403
Email: icon.support@sensus.com

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

QUOTATION

Your Quote Number: 25273

Reference: MANDAN, ND



Bill to Customer: 528110

Ship to Customer:

MANDAN CITY OF

MANDAN CITY OF

205 2ND AVE NW

205 2ND AVE NW

MANDAN ND 58554

USA

MANDAN ND 58554

Salesman: CUTLER BRADLEY J

Effective Date: 5/06/14

Terms: NET 30 DAYS

Expiration Date: 6/30/19

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: SSX32XXXXXXXXXX SAAS LOGIC 5-10K SERVICES WTR 5,001 - 10K SERVICES WATER YEAR 1	1	EA	18,000.000
2	Part#: 5396383700122B ANNUAL FEE SAAS LOGIC 5-10K WTR/GAS 5,001-10K YEARS 2 THRU 4	4	EA	18,000.000
3	Part#: 5396383700108 IMPLEMENT & STD LOGIC INTEGRATION PACKAGE	1	EA	6,000.000
4	Part#: 5396383700017 RNI SETUP FEE ONE TIME CHARGE	1	EA	6,000.000
5	Part#: 5396383700053 STANDARD EDUCATION RNI W/LOGIC TRAINING	1	EA	5,360.000
6	Part#: 5396383700116 EXT WARNTY METRO M50/M100 4-YR 4-YR EXTENDED MAINTENANCE	2	EA	4,000.000
7	Part#: MISC. SEE BELOW	1	EA	.000

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 25273

US Dollar



Line	Description	Quantity	U/M	Unit Price
------	-------------	----------	-----	------------

CUSTOMER HAS ELECTED TO PAY THE ANNUAL SAAS LOGIC
FEES FROM LINES 1 & 2; & EXTENDED WARRANTY FROM
LINE 6 AS A LUMP SUM AT THE START OF THE CONTRACT.

-

PROJECT GRAND TOTAL \$115,360.00

-

FREIGHT ALLOWED ON \$5000 OR MORE PER ORDER.
FOB SHIPPING POINT.

IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET
NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE
Thank you for your interest in quality products by Sensus.

Current as of: 5/01/14

Correspondence:

SENSUS

19598 QUINN CIRCLE NW
ELK RIVER, MN 55330

Purchase Orders:

SENSUS

PO BOX 487

UNIONTOWN, PA 15401

PHONE: 800-METER-IT

800-638-3748

JIM GRILLO

Regional Sales Manager

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and
downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a
printed copy of the Terms of Sale.

THIRD AMENDMENT TO THE
ADVANCED METERING INFRASTRUCTURE AGREEMENT
("Third Amendment")

This Third Amendment is made this ____ day of _____ 2024 ("Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 637 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and City of Mandan, a city formed in the State of North Dakota, ("Customer").

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure Agreement on May 27, 2014 ("Original Agreement"); and subsequently modified said Original Agreement in accordance with a First Amendment to the Original Agreement on November 1, 2019 and Second Amendment on November 7, 2019 (collectively the "Agreement"); and

WHEREAS the parties desire to amend the Agreement according to the terms and conditions in this Third Amendment.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Third Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this Third Amendment as defined terms, and which are not defined herein, shall have the meanings given to those term in the Agreement.
2. **Term.** The parties hereby agree to continue the Agreement for an additional five years from the end of the initial Term. The Agreement will expire on May 27, 2029.
3. **Entire Agreement.** The Agreement, as amended by this Third Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this Third Amendment are inconsistent with the Agreement, the terms of this Third Amendment shall control. Except as expressly amended or modified in this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and this Third Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MANDAN

By: _____

Name: _____

Title: _____

Date: _____



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 10, 2024
SUBMITTING DEPARTMENT: Building Inspection
DEPARTMENT DIRECTOR: Jordan Singer
PRESENTER: Jordan Singer, Building Official
SUBJECT: Budget Amendment

STATEMENT/PURPOSE:

Consider amendment to 2024 Building Inspections Budget

BACKGROUND/ALTERNATIVES:

Our existing permitting software is expiring at the end of the year. We are getting new software and this reflects the increase in cost and setup fees for the new software.

ATTACHMENTS:

1. 4232_001

FISCAL IMPACT:

The increase the first year is 9,000 dollars. This will be Building budget 100-128-59114

STAFF IMPACT:

Building Inspections staff

LEGAL REVIEW:

Sent for legal review

RECOMMENDATION:

Recommended approval

SUGGESTED MOTION:

I move to approve the 2024 Budget amendment for building inspection

QTY	PRODUCT NAME	DESCRIPTION
1.00	Data Import - Standard - Client Formatted - Licensing	The client is responsible for formatting the data within the provided template. CivicPlus will import the returned pre-formatted template (.csv format) provided by the client.
1.00	Data Import - Standard - Client Formatted - Planning & Zoning	The client is responsible for formatting the data within the provided template. CivicPlus will import the returned pre-formatted template (.csv format) provided by the client.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development Essential Modules	Community Development Essential Modules
1.00	Community Development Permitting Annual	Community Development Permitting Annual
1.00	Community Development Licensing Annual	Community Development Business Licensing Annual
1.00	Community Development Planning & Zoning Annual	Community Development Planning & Zoning Annual
1.00	Community Development Essential Features	Community Development Essential Features
1.00	Community Development ICC Code Integration (population based) Annual	Unlimited Users up to 9 Titles
1.00	Community Development Premium GIS (ESRI) Mapping Integration Annual	Community Development Premium GIS (ESRI) Mapping Integration Annual. This requires the client to provide an ArcGIS restful endpoint for each layer consumed.
1.00	Community Development Essential Connectors	Community Development Essential Connectors
1.00	MunicodeNEXT Connector for Community Development	Community Development Code Library integration with Municode Online Codes

List Price - Initial Term Total	USD 36,500.00
Total Investment - Initial Term	USD 30,500.00
Annual Recurring Services (Subject to Uplift)	USD 24,000.00



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 10, 2024
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the special event permit for Stage Stop Liquors-ND State Arm Wrestling Tournament.

STATEMENT/PURPOSE:

Consider approval of the special event permit for Stage Stop Liquors-ND State Arm Wrestling Tournament.

BACKGROUND/ALTERNATIVES:

On Friday, July 26, 2024, Stage Stop Liquors will be having a band at 9pm. On Saturday, July 27, 2024, they will host the ND State Arm Wrestling Tournament from 10:30am to 12:45am. See attached special event permit. All City of Mandan Departments reviewed and signed off for the event.

ATTACHMENTS:

1. ND State Arm Wrestling Tournament

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the special event permit for Stage Stop Liquors-ND State Arm Wrestling Tournament.

SUGGESTED MOTION:

I move to approve the special event permit for Stage Stop Liquors-ND State Arm Wrestling Tournament.

Permit Application #: _____ Date Complete: _____
(For office use only)

JD
check 11560
5-26-24
SM

Special Events Permit Application

City of Mandan, ND

Mandan Police Department (Special Events) • 205 1st Ave. NW • Mandan, ND 58554
• Phone 701-667-3250 • FAX 701-667-3463

Date of Application: 06/25/2024

30 days prior to the event with a **non-refundable administration application fee of \$25 attached**. Late applications are permitted and subject to an **additional \$50 processing fee** for those submitted within 20 days of an event. **Any application not submitted prior to 20 days before the event will not be accepted for consideration.**

The payment of fees does not guarantee event approval if submitted late. Permits are \$30 per day/Sunday Permit will be \$45, to a maximum of \$150.00 per event not to exceed 14 days (Includes Sundays).

All applicants will be charged fees as appropriate and are expected to fully reimburse the city for all services related to event production which may include, but are not limited to, Police Services, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering and Site Supervisors. (See Below Fee and Charges)

A storage fee of **\$500** will be assessed for all equipment not removed from any public venue or premises within 24 hours of the end of the event. Any vendor may request an extension for equipment removal and may be granted by the City Administrator. Full payment is due upon receipt of final invoice. Any property that is abandoned over 15 days will become property of the City of Mandan and may be sold to recoup any expenses accrued by the city.

Comprehensive site plans must accompany this application.

Street Dance: ☐ Beer Garden: ☒ Both: ☐ Parade or Other Public Event: ☐

Section 1 – Applicant Information

Name of Event Manager: Jamie Haff
Driver's License Number: HAF-76-4835 State N.D.
Date of Birth: 06/03/1976 Phone Number: 701-202-1065 Email: jamiehaff1@gmail.com
Address: 111 oakes ave City: Mandan State: N.D. Zip: 58554
Have you ever been convicted of a crime? ☐ YES ☒ NO
If yes please list charge(s) and year of conviction(s):

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

Name of Event Manager: _____
Driver's License Number: _____ State _____
Date of Birth: _____ Phone Number: _____ Email: _____
Address: _____ City: _____ State: _____ Zip: _____
Have you ever been convicted of a crime? ☐ YES ☐ NO
If yes please list charge and year of conviction:

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Business Address: 611 6th ave se City: Mandan State: N.D. Zip: 58554
Corporation/Organization: Stage Stop Liquors State of Incorporation: N.D.
Tax ID #: 30-1090561 501(c)3 #: _____ City Sales Tax ID #: 33951733
Have you ever coordinated/promoted another event/s? ☒ YES ☐ NO

If yes, please provide the following:

Last event/s Location: 611 6th ave se Date: 06/09/2023
Contact Name: Luke Clausen Phone: 701-260-3412
E-mail Contact: lclausen@dtcenergygroup.com

Section 2 – Event Information

Event Name: North Dakota State Arm Wrestling Tournament Anticipated Daily Attendance: 500
Event Date(s): 07/26/2024 thru 07/28/2024 Set-up Date: 07/25/2024 Hours: 13 hours
Hours of event each day: Friday 7pm to 12:45am Saturday 10:30am to 12:45 am
(begin and end times)
Take Down Date(s): 07/28/2024 Hours: 5
E-Mail address for public information: info@stagestopsaloon.com
WEB address for public information: stagestopsaloon.com
Location of Event/physical address: 611 6th ave se Mandan, N.D. 58554
Sponsors of the Event: _____
Brief Description of Event:
Friday night we will be having a band at be 9pm and Saturday we will be hosting the state arm wrestling tournament and a band.

Has this event been held in another location? ☐ YES ☒ NO

If yes, please provide the following:

Last event/s Location: _____
Date: _____ Contact Name and Phone: _____

Section 3 – Event Features

Will there be an admission charge? ☐ Yes ☒ No
If yes, Printed ticket count: _____ Tickets for presale count: _____

Will there be entertainment? ☒ Yes ☐ No
If yes, please attach an itemized complete list of all entertainment.
(A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized by the City Administrator.)

Will merchandise and/or food items be sold? ☒ Yes ☐ No
If yes, please attach a complete list of vendors.
(Each vender must have all valid permits and license to sell their product)

Permit Application #: _____ **Date Complete:** _____
(For office use only)

What type of advertising/promotion will be done prior to the event?

(Attach all promotional material.)

Radio: ☒ Yes ☐ No What Stations? 96.5 fm _____

TV: ☐ Yes ☒ No What Stations? _____

Fliers/Posters: ☒ Yes ☐ No How many? 10 _____

Press Releases: ☐ Yes ☒ No How many? _____

Newspaper Ads: ☐ Yes ☒ No What publication? _____

Is any other promoter/producer assisting you with your event? ☐ Yes ☒ No

Name of Promoter and Promotion Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Will the event include any of the following? (Indicate on site plan and/or vendor list)

Tents or Canopies: ☒ Yes ☐ No

Number of Tents: 2 _____

(Tents require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics: ☐ Yes ☒ No

(Fireworks or Pyrotechnics require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics Production Company's name: _____
*(A copy of the Production Company's License and Insurance is required with this application, only if fireworks or pyrotechnics are being requested for this event.) *A separate bond may be required for this event.*

Require permits from the City of Mandan

Any person for on- or off-sale alcoholic beverage licensee desiring to conduct a public beer garden shall make application for a special permit to do so to the board, 30 days in advance of the proposed event.

Temporary Fencing: ☒ Yes ☐ No

Provide accurate dimensions of fenced area on site plan along with the site plan.

Company Contact Name: Mandan Progress Organization _____

Contact phone: 701-202-1065 _____

Restroom Accommodations: Spiffy Biff _____

Number of required portable toilets: 4 _____

Approved By: _____ Date Approved: _____ Initials: _____

Placement of sanitary toilet facilities must be on site plan.

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Attach a copy of the letter from the Western Plains Public Health that indicates the site plan has been reviewed and the required number of proper sanitation facilities is attendance.

Company Contact name: _____
Contact phone: _____

Electrical Services/Generators ☐ Yes ☒ No

Generators must be separated from tents by a minimum of 20' and shall be isolated from contact by fencing or other approved means.

Company Contact name: _____
Contact phone: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Carnival/Amusement Rides: ☐ Yes ☒ No

A separate permit from the Fire Department may be required.

Company Contact name: _____
Contact phone: _____

Bonded and Insured Amount: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Signs / Banners ☒ Yes ☐ No

Company Contact name: Stage Stop
Contact phone: 701-202-1065

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Inflatables ☐ Yes ☒ No

Company Contact name: _____
Contact phone: _____

Bonded and Insured Amount: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Raffles

Will this event have a raffle? ☐ Yes ☒ No

If yes you must apply for a City Permit \$25 Raffle Permit (Attach copy of State Gaming License if issued)

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 4 – Transportation

Does the event propose **using, closing or blocking** any of the following:

If yes, specify location and duration on site map, if on a DOT Highway or Roadway DOT authorization will be required.

City Streets ☐ Yes ☒ No (Number of locations: _____ attach list of locations.)

City Sidewalks ☐ Yes ☒ No (Number of locations _____ attached list of locations)

City Bus Stops ☐ Yes ☒ No (Number of locations _____ attached list of locations)

Public Parking Lots ☐ Yes ☒ No (Number of locations _____ attached list of locations)

Public Bicycle Parking ☐ Yes ☒ No (Number of locations _____ attached list of locations)

Multiuse Paths ☐ Yes ☒ No (Number of locations _____ attached list of locations)

City Alleys ☐ Yes ☒ No (Number of locations _____ attached list of locations)

City Right-of-Ways ☐ Yes ☒ No (Number of locations _____ attached list of locations)

Approved By: _____ **Date Approved:** _____ **Initials:** _____

(Section 4 must be approved by Mandan City Engineer, and be approved by the City Commission before the event)

Section 5 – Use of City Utilities

Will any City electric hookups be used? ☐ Yes ☒ No

Electric Location including amperage _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Will any City water hookups be used? ☐ Yes ☒ No

Water Location(s) _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Will waste water/gray water be generated? ☐ Yes ☒ No

If so, how will it be disposed? _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 6 – Alcohol

Will there be alcohol at the event? ☒ Yes ☐ No

Will alcohol be given away? ☐ Yes ☒ No

Will the alcohol be sold? ☒ Yes ☐ No

Will the alcohol be donated? ☐ Yes ☒ No

Who is the alcohol being donated by or purchased through: _____

Is alcohol included in the admission price of the event? ☐ Yes ☒ No

Approved By: _____ Date Approved: _____ Initials: _____

If you answered *Yes to any of the above*, a City and State Liquor License will be required. Attach copy(s) of all liquor licenses with this application. (If a City Liquor License is needed please contact the City of Mandan's Finance Department to apply at Phone: (701) 667-3213)

Has the applicant/organization ever had a liquor license or event permit denied, revoked or suspended? ☐ Yes ☒ No

If yes, please explain:

How will attendees be identified as minors or age 21 and over?

21 and older will be identified with wristbands.

Have the alcohol servers received training in sale/service of alcoholic beverages? ☒ Yes ☐ No

If yes, who provided the training: Jamie Haff, General Manager at Stage Stop

Date and time of most recent training: _____

Request Mandan Police Server Training: ☐ Yes ☒ No

If yes provide a contact person and contact information: _____

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 7 – Event Security

Are you requesting off-duty Mandan Police officers? ☐ Yes ☒ No

Number of personnel requested: _____

After reviewing the event application, the Chief of Police may require the use of the City of Mandan Off-Duty Police Officers for the event.

To schedule Off-Duty Police Officers, please call 701-667-3250.

Officers must be requested 2 weeks prior to any event and there will be a minimum of 4 work hours per officers per event at \$45 per-hour per officer.

Are you requesting private security? ☐ Yes ☒ No

Number of security personnel onsite: _____

Include security points and duties on event plans

The City of Mandan requires only security companies that are licensed and bonded in the State of North Dakota.

Security Company and Contact Info: Bisman security 701-223-2328

Attach a copy of Company's License

Section 8 – Emergency Medical Services

Are you requesting off-duty Mandan EMT's? ☐ Yes ☒ No

Number of personnel requested: _____

After reviewing the event application the Fire Chief may require the use of the City of Mandan Off-Duty EMT's or paramedics for the event.

EMTs or paramedics must be requested 2 weeks prior to any even and there will be the minimum of 4 work hours per employee per event \$35

Section 9 – Event Maintenance and Cleanup Plan Required

What is your trash removal and cleanup plan?

We will be using our own waste containers and company for removal.

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: _____

Contact Name: _____ Phone: _____

All costs for containers, dumping and the removing all trash are the responsibility of the applicant/promoter. The City of Mandan's property and or the event site must be returned to its original condition and all equipment removed or daily fees will be accessed.

Section 10 – ADA Accessibility Requirements

Parking plan requirements

Attach a copy of your parking plan and include in the plan the necessary handicap parking areas and any code required handicap accessibility requirements. Also include medical access points and safe medical response routes for the event.

Section 11– Insurance and Bond Requirements

The City of Mandan has established insurance requirements for those facility users, vendors and contractors entering into agreements with the City for the purpose of special events and activities. Before commencing use or services under an agreement with the City of Mandan, a certificate of insurance or a copy of the required bond that complies with the requirements referenced below must be attached.

All special event applicants shall name the City of Mandan as an “Additional Insured”, per item one below, on all policy(ies), except workers compensation and shall reflect this on a Certificate of Insurance. Applicant agrees that any insurance available to the applicant shall be primary and non-contributory to the city’s self-insured retention.

Applicant shall obtain certificates of insurance from all vendors participating in this event unless covered under applicant’s insurance policy. Vendors must comply with all requirements listed in this section. Complete and accurate certificates must be received by the Special Events Office a minimum of five (5) working days prior to the event. Separate certificates of insurance shall be provided by all carnival and amusement companies and firework production companies with the limits shown in this section and shall name the City of Mandan as “Additional Insured” as per item one below. Additional coverage may be required depending upon the nature and scope of the event. For more information or questions regarding insurance requirements, please contact our City Administrator’s Office at 701-667-3214. The City Administrator reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

The certificate must show:

1. The City of Mandan, its agents, officers, employees and volunteers are named as “Additional Insured.” All Certificate of Insurance policies must reflect this with the exception of workers compensation.

2. The City of Mandan shall be notified at least 30 days prior to cancellation or alteration of any insurance coverage. A 10-day notice of cancellation for non-payment of premium is required..

3. Workers Compensation Policies shall contain a Waiver of Subrogation clause in favor of the City of Mandan.

4. General Liability Including: Bodily Injury Contractual Independent Contractors
Comprehensive Form Product/Completed Operations Hazard
Premises Operation Personal injury Broad Form Property Damage

Permit Application #: _____ Date Complete: _____
(For office use only)

In addition, specific date(s) and locations(s) of the event, to include set up and take down, must be stated clearly on the certificate. Certificates shall be received no less than thirty (30) working days prior to the event.

City Services

Police..... \$45 per hour, per officer, 4 hour minimum

Fire/EMS..... \$35 per hour, per staff 4 hour minimum

Barricades.....Amount charged by contracted barricade provider

Trash Container drop-off/pick-up..... \$____ prices vary

Custodial..... \$____ per hour, per staff person

Miscellaneous fees

Tent/Canopy Permit.....\$____ per tent or canopy (Check with the Fire Department to ascertain if a permit is necessary)

Fireworks Permit..... \$____ per location

The Park District may require separate fees or permit if on Park District property. It is required that the event host checks with the Park District when planning an event on Park District property to avoid delays with the permitting process.

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Fee Cost Worksheet

Police Services:

No. of Officers _____ x No. of Hours _____ = _____ x \$45 = \$ _____

Fire/EMT Services

No. of EMT's _____ x No. of Hours _____ = _____ x \$35 = \$ _____

Finance application processing Fee \$ _____

Trash Container Fee..... \$ _____

Custodial Fee..... \$ _____

Tent/Canopy Inspection and Permit..... \$ _____

Fireworks/Pyrotechnics Permit and Inspection Fee..... \$ _____

\$25 Application Fee..... \$ _____

\$50 Late application Processing Fee (if Applicable)..... \$ _____

Event Application Fee (See Attached Fee Schedule)..... \$ _____

TOTAL: \$ _____

Fees assessed by the Park District are not included.

Date Fees Paid: _____ **Initials:** _____

Permit Application #: _____ Date Complete: _____

(For office use only)

Signature Page from City Officials and Department Heads

<u>Mitch L. Bitz</u> Mitch L. Bitz (Jul 10, 2024 14:16 CDT)	/ Jul 10, 2024	☒	Approved	☐	Denied	☐	Conditional—See Narrative
Fire Department	Date						
<u>Patrick Haug</u> Patrick Haug (Jul 10, 2024 09:28 CDT)	/ Jul 10, 2024	☒	Approved	☐	Denied	☐	Conditional—See Narrative
Police Department	Date						
<u>[Signature]</u> [Signature]	/ Jul 10, 2024	☒	Approved	☐	Denied	☐	Conditional—See Narrative
Engineering Department	Date						
<u>Brian Dirk</u> Brian Dirk (Jul 10, 2024 09:30 CDT)	/ Jul 10, 2024	☒	Approved	☐	Denied	☐	Conditional—See Narrative
Public Works	Date						

Fire Department Narrative:

Police Department Narrative:

Engineering Narrative:

Public Works Narrative:

Special Event Guide

Sec. 12-9-1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public concert: means a musical performance by one or more groups held either indoors or outdoors where the audience is seated by reserve or general admission, free of charge or otherwise, with the audience being present primarily for the purpose of listening to music and the location of such musical performance having a seating capacity of at least 1,000 people, or, if the concert is outdoors, the site has a capacity of at least 300 persons.

Public dance: means any dance held either indoors or outdoors where the public may participate, whether an admission fee is charged or not, and is present primarily for the sole purpose of dancing, and where the location of the dance has a capacity of at least 100 persons.

Public event: means a music festival, public dance or public concert.

(Code 1979, § 10-04-07; Code 1994, § 12-03-09; Ord. No. 744, § 2, 1989)

ARTICLE 4. – AMUSEMENTS

Sec. 12-4-1. - Required to operate public amusements.

- a) It is unlawful to conduct or operate any amusement which is open to the public and for which an admittance fee is charged without having first secured a license from the city. The license fee for amusements shall be determined by resolution of the board.
- b) No license fee is required if a show, exhibition, entertainment, gallery, stand or other device is operated or given under the auspices of and for the benefit of a church or school, or charitable, fraternal or political organization. (Code 1979, § 10-04-01; Code 1994, § 13-04-01)

Sec. 12-4-2. - Public amusements for which license is required.

A person may not conduct, operate or maintain the following activities without first obtaining a license from the city:

- (1) Public dance, as that term is defined by N.D.C.C. § 53-02-01.
 - (2) Any circus, carnival or similar event.
 - (3) Any theatrical exhibition, motion picture show, vaudeville performance, opera or variety theater.
 - (4) Any show, entertainment, gallery, stand or device of any description on the streets, alleys or public grounds within the city.
 - (5) Any merry-go-round, rides or similar devices.
- (Code 1979, §§ 10-04-02—10-04-05; Code 1994, § 13-04-02)

Sec. 12-4-3. - Liability insurance or bond required.

A person may not conduct, operate, manage or sponsor any Ferris wheel, merry-go-round or other amusement ride operated for hire, or for the purpose of promoting or advertising any trade or business, without first filing with the city license officer a bond indemnifying the public against damages sustained by reason of operation of the ride, or certificate of liability insurance, in the amount of at least \$500,000.00. Such bond or certificate of insurance is subject to the approval of the city attorney. This section applies to all persons, whether or not such persons are exempted from any other provision of this article. (Code 1994, § 13-04-03)

Sec. 12-4-4. - Licensee to maintain order.

Any licensee engaged in giving or conducting any public amusement for pay shall preserve good order in and about the place of exhibition or public amusement, and if necessary for that purpose, shall employ, at the licensee's own expense, a sufficient security force. (Code 1979, § 10-04-06; Code 1994, § 13-04-04)

Sec. 12-4-5. - Policing of dances, music festivals or public concerts.

A public dance or public dancing place or hall may not be conducted, maintained or operated, unless the same is policed as provided by N.D.C.C. § 53-02-08. A music festival or public concert, as defined in N.D.C.C. § 53-02-01, shall be policed as provided in N.D.C.C. § 53-02-08. The cost of the policing, as determined by the chief of police, must be paid by the applicant at the time of the license application or, at the discretion of the chief of police, a cash bond in a reasonable amount may be posted, which shall be refunded upon payment of costs of policing following the event. (Code 1994, § 13-04-05)

Sec. 12-4-6. - Use of streets.

It is unlawful for any person to play any game, sport or amusement upon any public right-of-way of the city, except as permitted by the board. (Code 1994, § 13-04-06)

Sec. 12-9-2. - Penalty.

Any person who gives, holds or conducts a public event in violation of this article or in violation of the conditions of the public event permit, who furnishes information required by this article which is false or misleading, or who violates any provision of this chapter shall be guilty of a Class B misdemeanor. (Code 1979, § 10-04-07; Code 1994, § 12-03-17; Ord. No. 744, § 2, 1989)

Sec. 12-9-3. - Required; nontransferable; fees.

No person shall give, hold or conduct a public event unless the owner of the place where the public event is given, or the person giving the same or in charge thereof, first shall have procured a permit to give, hold and conduct such public event. A permit may be issued for one or more public dances or public concerts. If a permit is issued to any person to conduct a public event, the event may be conducted in such place only by the person to whom the permit is issued. Such permit shall not be transferable. A permit fee shall be assessed for each event held within a 24-hour period or an annual permit fee may be assessed if the site location is intended to be a permanent site, and the amount of the fees shall be set from time to time by resolution of the board. A permit, other than an annual permit, shall not be valid for a period of greater than three consecutive days.

(Code 1979, § 10-04-07; Code 1994, § 12-03-10; Ord. No. 744, § 2, 1989)

Sec. 12-9-4. - Application; special permits.

Any person desiring to conduct a public event at a public building or site or any outdoor location shall make application for a permit to do so to the board, 30 days in advance of the proposed event. In the event the applicant proposes to sell or dispense or permit the consumption of alcoholic beverages at such public event, an application for a special permit under the provisions of sections [4-2-16](#) and [4-2-20](#) shall accompany the application for the public event. Four copies of the application shall be filed with the city license officer and shall set forth the following information:

Sec. 4-2-20. - Sunday alcoholic beverage permit.

Permit required. No person may dispense, sell or permit the consumption of alcoholic beverages within a licensed premises or publicly owned or operated facility on any Sunday unless said person has been granted a permit under the provisions of this section. The authority to issue a Sunday alcoholic beverage permit rests solely with the board.

- 1) Identification of applicant. The application shall include the name, address and driver's license number of the applicant and the name, address and driver's license number of the person who will manage or conduct the public event. The application shall also state whether the applicant or the person who will manage or conduct the event has been convicted of any crime relating to the sale of alcoholic beverages or controlled substances or within the past five years has been convicted of any crime against persons, including assault, disorderly conduct, sexual assault, rape or murder, and whether the applicant or the person who will manage or conduct the event has ever had a license of any kind revoked or cancelled by any municipal, state or federal authority.
- 2) Date, time and place. The place, date and hours of the proposed event shall be clearly identified.
- 3) Site plan. The person conducting the event shall include in the application a site plan which details the exact placement of the stage, lighting and other electrical equipment, public seating, toilet facilities, fencing or other barricades, parking, marked fire lanes, and the proximity of public roadways. The site plan submitted by the applicant shall be reviewed by the city engineer, who shall submit Estimate of attendance. his recommendations to the board.
- 4) The applicant shall provide an estimate of the number of persons that the person conducting the event has determined can be safely accommodated within the chosen site and an estimate of the number of persons expected to attend.
- 5) Ticket sales. The application shall contain information relating to ticket sales, which addresses the control of attendance to meet the site plan limitations, if any. If the person conducting the event intends to open the event to the general public without prior ticket sales, the application shall address the manner in which the person intends to limit the size of the crowd to meet the site plan limitations.
- 6) Traffic control. The application shall specify the proximity of public roadways to the site of the event and to the proposed parking area and shall contain a description of the manner in which traffic control will be handled to ensure the safe ingress and egress of pedestrians and vehicles. Appropriate arrangements shall be made by the person conducting the event to ensure that no interference will occur with the public use of any adjacent public roadways. The traffic control proposal shall be subject to the approval of the city engineer.
- 7) Parking. The application and site plan shall specify the planned accommodations for public parking. The person conducting the event shall provide adequate parking for persons in attendance commensurate with the estimated number of persons that the selected site can accommodate. Under no circumstances will parking be permitted upon public roadways if said parking would be in violation of posted parking restrictions.
- 8) Sanitation. The application shall include the number and placement of sanitary toilet facilities which will be provided by the person conducting the event. The application shall be accompanied by a letter from the city health officer that indicates that he has reviewed the site plan and estimate of the number of persons in attendance and has determined that the number and kind of proposed toilet facilities is adequate to meet the needs of persons in attendance at the event.
- 9) Garbage. The application shall include a description of the size and number of available garbage disposal units on the site of the event in addition to the arrangements made to clean up the site after the event has ended.
- 10) Fencing and barricades. The application shall contain a description of the fencing and barricade system which is intended to control access to the event site, if such event is to be outdoors, and the location of the fencing and barricade system shall be noted on the site plan. If alcoholic beverages are to be dispensed or consumed at the public event, which event is outdoor, the perimeter of the site must be surrounded by a six-foot cyclone-style fence or enclosed within a tent which has four sides. For all events, whether outdoors or indoors, adequate provisions for entrances and exits and access by fire, police and other emergency personnel or vehicles shall also be noted in the application and on the site plan.
- 11) Signing. The application shall contain a description of the signing which is proposed to control pedestrian and vehicular traffic, parking, and provide appropriate notices to the persons in

attendance at the event. The size, wording and placement of the signs shall be included in the description and shall be subject to the approval of the city engineer.

- 12) Sale or consumption of alcoholic beverages. If the applicant intends to sell or allow the consumption of alcoholic beverages at the public event the identity of the alcoholic beverage licensee who will be dispensing said beverages shall be provided. The board may, by resolution or by condition attached to the permit, restrict the sale, dispensing and consumption of alcoholic beverages to beer or beer and wine only at the event or series of events. Therefore, the person holding the event shall include within the application a description of the efforts that will be taken to prevent the consumption of other alcoholic beverages at the event, including those alcoholic beverages attempted to be brought in by members of the public. At all such events the dispensing of alcoholic beverages in glass bottles, glass drinking cups or any other glass containers shall be prohibited.
- 13) Security. N.D.C.C. § 53-02-08 requires the city police department to police the event at the expense of the person conducting the event, which payment must be received by the city license officer 72 hours in advance of the event. The application shall contain, in addition to the estimated number of persons in attendance, an estimate of the number of police officers which will be needed to adequately police the event. The chief of police will be responsible for making the final determination of the number of officers that will be required.
- 14) Bond required. The person conducting the event shall file with the city license officer a cash bond in an amount to be set by resolution of the board. The bond shall be returned to the person after the event if the site has been adequately cleaned and if no additional costs or property damage has resulted from or as a result of the event.
- 15) Cost to the city. If the proposed event necessitates any expenditures on the part of the city, excluding the cost of providing police security, such costs shall be paid to the city by the person conducting the event. The posted cash bond shall be used by the city to cover the costs associated with the event and the balance, if any, will be returned to the person conducting the event. If the cash bond does not cover the costs resulting from the public event, the person conducting the event shall be assessed the additional costs. Costs within this section include, but are not limited to, the following:
 - a. Costs of cleanup or garbage removal;
 - b. Costs of traffic signing, fencing or barricades;
 - c. Any property damage to public property which occurred during or as a result of the event; and
 - d. Any additional costs associated with crowd control, including injury to city employees or other persons, which occurred during or as a result of the event.
- 16) Temporary vacation of streets. If the site plan proposed by the applicant requires the use of any public street, alley or right-of-way, the application and the site plan shall clearly designate the portion of the public street, alley or right-of-way to be temporarily vacated. In no event shall more of a public street adjoining one-half of a public block be vacated and, in each instance, adequate access for emergency vehicles shall be provided. The temporary vacation of any public street or right-of-way shall be subject to the approval of the city engineer. The board shall determine whether any public street, alley or right-of-way may be temporarily vacated for a public event on a case-by-case basis.
(Code 1979, § 10-04-07; Code 1994, § 12-03-11; Ord. No. 744, § 2, 1989)

Sec. 12-9-5. - Inquiry and investigation.

The board shall make such inquiry and investigation as to the propriety of granting or refusing such permit as shall be deemed necessary.

(Code 1979, § 10-04-07; Code 1994, § 12-03-12; Ord. No. 744, § 2, 1989)

Sec. 12-9-6. - Refusal and revocation of public event permit for cause.

- (a) The board may revoke the public event permit at any time for violation of any of the provisions of this chapter. The board shall refuse to issue such permit, and shall revoke a permit already issued, where it appears that:
- 1) The permitted site is or is likely to become a public nuisance or detrimental to public health, safety or order;
 - 2) The provisions of this chapter are being violated;
 - 3) An alcoholic beverage or controlled substance is being sold, or given away, except as authorized by terms of the permit;
 - 4) Any of the city ordinances or state laws are being violated;
 - 5) The chief of police determines that adequate security cannot be provided to the public event either by city police officers, special police or a combination thereof; or
 - 6) The board has determined that the number of like events needs to be limited in order to ensure the health, safety and security of the public.
 - 7) The chief of police shall report any violations of the permit or violations of city ordinances or state laws immediately to the board. Notwithstanding any of the provisions of this chapter, if the chief of police determines that the conduct of any public event has become a public nuisance or injurious to the public peace, health or safety, the chief of police shall immediately cause said event to be closed to the public and thereafter notify the board of the action and reasons therefor.
- (Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

Sec. 12-9-7. - Restrictions and conditions attached to public event permit.

If the board determines that the public event will not unduly interfere with the peace, health or safety of the public or the neighborhood in which the event will occur and that the applicant is in compliance with the requirements for sanitation and garbage disposal; parking, fencing, traffic and crowd control; security; and regulation of alcoholic beverage consumption, the board may approve the issuance of the permit to be effective for the dates designated and subject to any necessary restrictions and conditions, including the following restrictions and conditions:

- 1) Alcoholic beverages may be distributed and consumed, and dancing may be permitted only in those areas specifically designated in the site plan and approved by the board;
 - 2) Dancing and the distribution of alcoholic beverages shall be permitted only during the hours designated by the board, which in no event shall be before the hour of 12:00 noon on the date specified in the permit and after 1:00 a.m. of the following day;
 - 3) No person having a permit to hold a public event at which alcoholic beverages are to be sold, distributed or consumed shall permit in any such event any person who is obviously intoxicated or who is under 21 years of age, except persons under 21 years of age may be permitted at a public event if the sale and consumption of alcoholic beverages is segregated and constricted to an area barricaded from the public event by a six-foot cyclone-style fence or structure to which access by such persons is prohibited;
 - 4) The licensee as a condition to the issuance of such permit consents and agrees that any city police officer or special police officer may enter upon and inspect the licensed premises or site or any part at any time for the purpose of determining compliance with the conditions of the permit and city ordinances; and
 - 5) The licensee shall comply with all other applicable ordinances and laws relating to health and sanitation and the use and sale of alcoholic beverages in the city.
- (Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

Sec. 12-9-8. - Limits on number of public event permits.

The board may, by resolution, set a maximum limit on the number of public event permits which will be granted during any period of time. Notwithstanding any restrictions on the number of events, the board may deny any application for a permit if it determines that adequate provision for traffic control, health, safety or security cannot be provided for the event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-15; Ord. No. 744, § 2, 1989)

Sec. 12-9-9. - Indemnification of city.

A person may not give, hold or conduct a public event, nor may the board approve a permit for such public event, without the person having first filed with the city license officer a bond or certificate of insurance in the amount as specified by resolution of the board, indemnifying the city and the public against personal injury or property damages occurring at or as a result of the public event. The person giving, holding or conducting the public event agrees to save and hold harmless the city for any personal injury or property damage resulting from actions of any city employees, police officers or special officers in the course of their employment, which actions are directly related to the conduct of the public event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-16; Ord. No. 744, § 2, 1989)

Sec. 24-9-3. - Parade permit required.

No person shall engage in, participate in, aid, form or start any parade without a parade permit issued by the city.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-4. - Application for parade permit.

- a. A person desiring a parade permit shall file an application with the city on forms provided by the city. Such application shall be filed not less than seven days nor more than 60 days before the date on which it is proposed to conduct the parade.
- b. The application for a parade permit shall contain all information deemed necessary by the city in order to fully evaluate the request
- c. The city, where good cause is shown therefor, may consider any application which is filed less than seven days before the date such parade is proposed to be conducted.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-5. - Standards for issuance of parade permit.

The city shall issue a parade permit when, from a consideration of the application and from such other information as may otherwise be obtained, it finds that:

- 1) The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route.
- 2) The conduct of the parade will not require the diversion of so great a number of police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city.

- 3) The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto.
- 4) The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.
- 5) The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire.
- 6) The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- 7) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
- 8) The parade is not to be held for the sole purpose of advertising any product, cause, goods or events and is not designed to be held purely for private profit.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-6. - Notice of denial of parade permit.

If the city disapproves the application for a parade permit, the city shall mail to the applicant, within three days after the date upon which the application was filed, a notice of such action.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-7. - Alternative parade permit.

The city, in denying an application for a parade permit, may authorize the conduct of the parade on a date, at a time or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five days after notice of such action, file a written notice of acceptance with the city. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-8. - Contents of parade permit.

Each parade permit shall state the following information:

- 1) Starting time.
- 2) Minimum speed.
- 3) Maximum speed.
- 4) Maximum interval of space to be maintained between the units of the parade.
- 5) The portions of the streets to be traversed that may be occupied by the parade.
- 6) The maximum length of the parade in miles or fractions thereof.
- 7) Such other information as the governing body shall find necessary to the enforcement of this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Sec. 24-9-9. - Carrying parade permit.

The parade chairperson or other person heading or leading such activity shall carry the parade permit upon their person during the conduct of the parade.

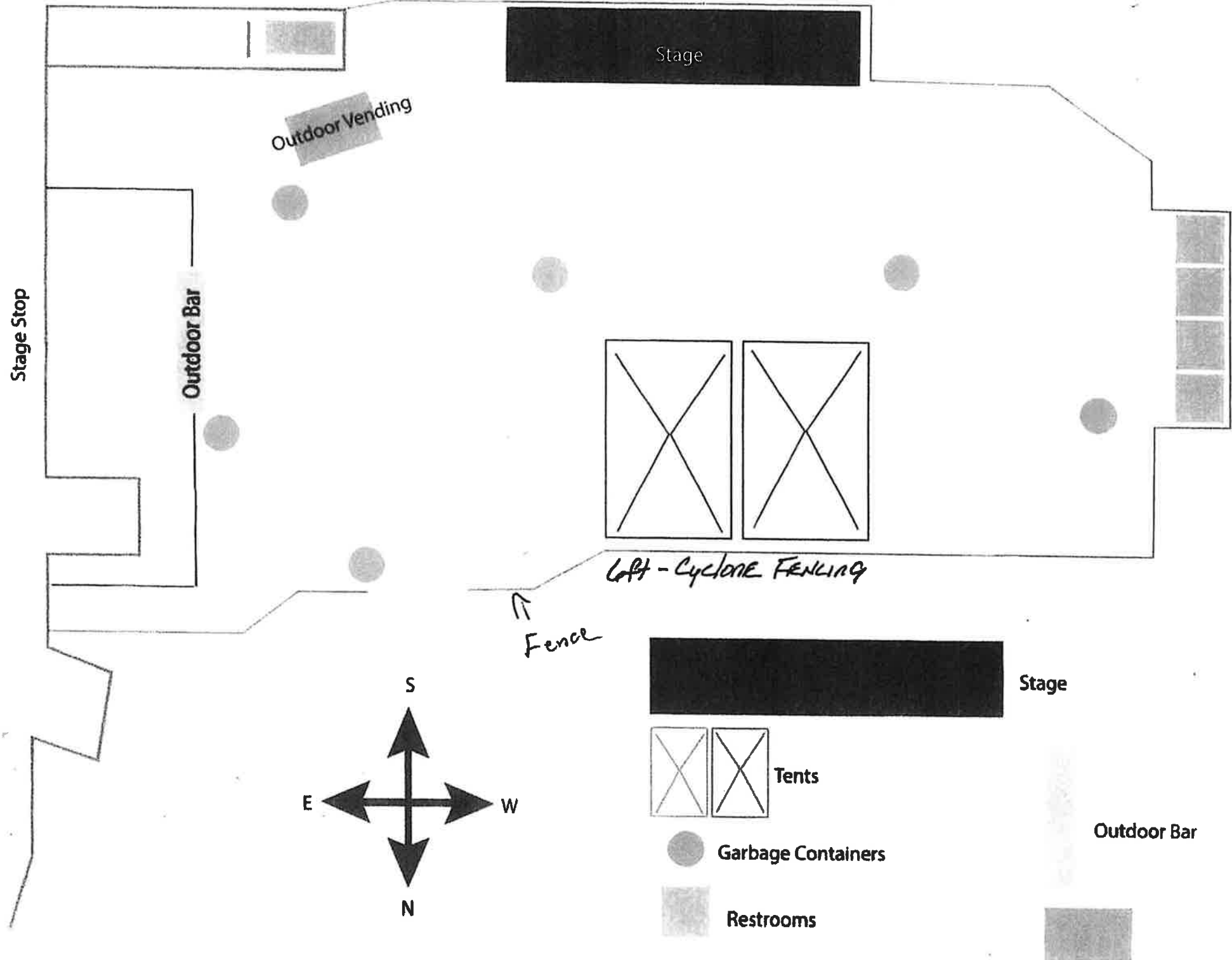
(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-10. - Revocation of parade permit.

The city may, after a hearing affording due process, revoke a parade permit issued under this article upon application of the standards for issuance as set forth in this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)







1414 Continental Ave. Bismarck, ND 58504

To Whom it May Concern,

Spiffy Biffs will be providing portable toilets for events at Stage Stop Saloon & Grill located at 611 6th Ave SE, Mandan, ND 58554 for the following dates in 2024: June 7-8, July 3-7, and July 26-28. We will provide toilets according to event attendance projections and type of activities as described by the event coordinators.

A handwritten signature in blue ink that reads "Lillian Hansen".

Lillian Hansen, Office Manager

Bismarck Mandan Security
Special Event Request

Company Name:

Stage Stop Saloon and Grill

Address:

611 6th Ave. SE

Address:

City /State /Zip:

Mandan, ND 58554

Date: 4/30/2024

Contact Name:

Jamie Haff

Telephone:

701-202-1065

Email:

jamiehaff1@gmail.com

Billing Address if Different than Above:

Event Start Date:

See Comments

Event End Date:

See Comments

Location:

Stage Stop Saloon and Grill: 611 6th Ave. SE, Mandan

Hours Wanted:

09:00pm -01:00am

Days Wanted:

See Comments

Number of Guards:

2

Patrol Type:

Unarmed Uniformed Guard

Hourly Rate:

\$38.00

Mileage:

Travel Rate:

Comments:

June 07th and 08th: (2) Guards /09:00pm -01:00am.....\$304.00

July 03rd: (2) Guards /09:00pm -01:00am.....\$304.00

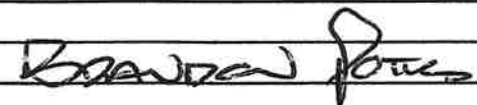
July 05th and 06th: (2) Guards /09:00pm -01:00am.....\$304.00

July 27th: (2) Guards /09:00pm -01:00am.....\$304.00

Total Billing:

Other:

Signature:



Bismarck Mandan Security

Revised: 09/30/2020

July 26th Fully loaded is playing at 9pm.

July 27th Method Entertainment announcing arm Wrestling Starting at 1pm then at 9pm Fully Loaded will take the Stage.

Created:	2024-06-27
By:	Tasha Scott (tasha.scott@mandanpd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAc7_VVwPm49NxQX0R2hM-toAZCvL_75v6

"2127_001" History

-  Document created by Tasha Scott (tasha.scott@mandanpd.com)
2024-06-27 - 2:22:01 PM GMT
-  Document emailed to Patrick Haug (phaug@mandanpd.com) for signature
2024-06-27 - 3:10:28 PM GMT
-  Email viewed by Patrick Haug (phaug@mandanpd.com)
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2024-07-10 - 2:28:19 PM GMT
-  Document e-signed by Patrick Haug (phaug@mandanpd.com)
Signature Date: 2024-07-10 - 2:28:35 PM GMT - Time Source: server
-  Document emailed to brian.dirk@cityofmandan.com for signature
2024-07-10 - 2:28:37 PM GMT
-  Email viewed by brian.dirk@cityofmandan.com
2024-07-10 - 2:29:40 PM GMT
-  Signer brian.dirk@cityofmandan.com entered name at signing as Brian Dirk
2024-07-10 - 2:30:14 PM GMT
-  Document e-signed by Brian Dirk (brian.dirk@cityofmandan.com)
Signature Date: 2024-07-10 - 2:30:16 PM GMT - Time Source: server
-  Document emailed to mbitz@cityofmandan.com for signature
2024-07-10 - 2:30:18 PM GMT
-  Email viewed by mbitz@cityofmandan.com
2024-07-10 - 7:15:53 PM GMT

 Signer mbitz@cityofmandan.com entered name at signing as Mitch L. Bitz

2024-07-10 - 7:16:49 PM GMT

 Document e-signed by Mitch L. Bitz (mbitz@cityofmandan.com)

Signature Date: 2024-07-10 - 7:16:51 PM GMT - Time Source: server

 Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature

2024-07-10 - 7:16:53 PM GMT

 Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)

2024-07-10 - 7:17:08 PM GMT

 Document e-signed by Jarek Wigness (jarek.wigness@cityofmandan.com)

Signature Date: 2024-07-10 - 7:18:23 PM GMT - Time Source: server

 Agreement completed.

2024-07-10 - 7:18:23 PM GMT



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 10, 2024
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the special event permit for Stage Stop Mid-Summer Foam Party.

STATEMENT/PURPOSE:

Consider approval of the special event permit for Stage Stop Mid-Summer Foam Party.

BACKGROUND/ALTERNATIVES:

Stage Stop Liquors will have a DJ on Friday and Saturday August 2-3, 2024, with a kids' foam party Saturday from 5-7pm, then an adult foam party following until 12:45am. See attached special event permit. All City of Mandan Departments have reviewed and signed off on the event.

ATTACHMENTS:

1. Mid Summer Foam Party-Stage Stop - signed

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the special event permit for Stage Stop Mid-Summer Foam Party.

SUGGESTED MOTION:

I move to approve the special event permit for Stage Stop Mid-Summer Foam Party.

Permit Application #: _____ Date Complete: _____
(For office use only)

Special Events Permit Application

City of Mandan, ND

Mandan Police Department (Special Events) • 205 1st Ave. NW • Mandan, ND 58554
• Phone 701-667-3250 • FAX 701-667-3463

Date of Application: 07/02/2024

30 days prior to the event with a **non-refundable administration application fee of \$25 attached**. Late applications are permitted and subject to an **additional \$50 processing fee** for those submitted within 20 days of an event. **Any application not submitted prior to 20 days before the event will not be accepted for consideration.**

The payment of fees does not guarantee event approval if submitted late. Permits are \$30 per day/Sunday Permit will be \$45, to a maximum of \$150.00 per event not to exceed 14 days (Includes Sundays).

All applicants will be charged fees as appropriate and are expected to fully reimburse the city for all services related to event production which may include, but are not limited to, Police Services, Fire/EMS, Park and Facility Maintenance, Field Services, Sanitation, Street Engineering and Site Supervisors. (See Below Fee and Charges)

A storage fee of **\$500** will be assessed for all equipment not removed from any public venue or premises within 24 hours of the end of the event. Any vendor may request an extension for equipment removal and may be granted by the City Administrator. Full payment is due upon receipt of final invoice. Any property that is abandoned over 15 days will become property of the City of Mandan and may be sold to recoup any expenses accrued by the city.

Comprehensive site plans must accompany this application.

Street Dance: ☐ Beer Garden: ☒ Both: ☐ Parade or Other Public Event: ☐

Section 1 – Applicant Information

Name of Event Manager: Jamie Haff
Driver's License Number: HAF-76-4835 State N.D.
Date of Birth: 06/03/1976 Phone Number: 701-202-1065 Email: jamiehaff1@gmail.com
Address: 111 oakes ave City: Mandan State: N.D. Zip: 58554
Have you ever been convicted of a crime? ☐ YES ☒ NO
If yes please list charge(s) and year of conviction(s):

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

Name of Event Manager: _____
Driver's License Number: _____ State _____
Date of Birth: _____ Phone Number: _____ Email: _____
Address: _____ City: _____ State: _____ Zip: _____
Have you ever been convicted of a crime? ☐ YES ☐ NO
If yes please list charge and year of conviction:

(List all Jurisdictions where you have been charged with a crime, also list any other names you have used when charged)

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Business Address: 611 6th ave se City: Mandan State: N.D. Zip: 58554
Corporation/Organization: Stage Stop Liquors State of Incorporation: N.D.
Tax ID #: 30-1090561 501(c)3 #: _____ City Sales Tax ID #: 33951733
Have you ever coordinated/promoted another event/s? ☒ YES ☐ NO

If yes, please provide the following:

Last event/s Location: 611 6th ave se Date: 06/09/2023
Contact Name: Luke Clausen Phone: 701-260-3412
E-mail Contact: lclausen@dtcenergygroup.com

Section 2 – Event Information

Event Name: mid summer foam party Anticipated Daily Attendance: 500
Event Date(s): 08/02/2024 thru 08/04/2024 Set-up Date: 08/02/2024 Hours: 7 hours
Hours of event each day: 5pm to 12:45am
(begin and end times)
Take Down Date(s): 08/04/2024 Hours: 5
E-Mail address for public information: info@stagestopsaloon.com
WEB address for public information: stagestopsaloon.com
Location of Event/physical address: 611 6th ave se Mandan, N.D. 58554
Sponsors of the Event: _____
Brief Description of Event:
We will have a dj Friday and Saturday night with a kids foam party Saturday from 5pm to 7pm then adult foam party following.

Has this event been held in another location? ☐ YES ☒ NO

If yes, please provide the following:

Last event/s Location: _____
Date: _____ Contact Name and Phone: _____

Section 3 – Event Features

Will there be an admission charge? ☐ Yes ☒ No
If yes, Printed ticket count: _____ Tickets for presale count: _____

Will there be entertainment? ☒ Yes ☐ No
If yes, please attach an itemized complete list of all entertainment.
(A complete list of entertainment will be required before final approval. Once approved, no changes may be made unless authorized by the City Administrator.)

Will merchandise and/or food items be sold? ☒ Yes ☐ No
If yes, please attach a complete list of vendors.
(Each vender must have all valid permits and license to sell their product)

Permit Application #: _____ **Date Complete:** _____
(For office use only)

What type of advertising/promotion will be done prior to the event?

(Attach all promotional material.)

Radio: ☒ Yes ☐ No What Stations? 96.5 fm

TV: ☐ Yes ☒ No What Stations? _____

Fliers/Posters: ☒ Yes ☐ No How many? 10

Press Releases: ☐ Yes ☒ No How many? _____

Newspaper Ads: ☐ Yes ☒ No What publication? _____

Is any other promoter/producer assisting you with your event? ☐ Yes ☒ No

Name of Promoter and Promotion Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Will the event include any of the following? **(Indicate on site plan and/or vendor list)**

Tents or Canopies: ☒ Yes ☐ No

Number of Tents: 2

(Tents require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics: ☐ Yes ☒ No

(Fireworks or Pyrotechnics require permits from the Fire Department and inspection fees will be applied.)

Fireworks or Pyrotechnics Production Company's name: _____

*(A copy of the Production Company's License and Insurance is required with this application, only if fireworks or pyrotechnics are being requested for this event.) *A separate bond may be required for this event.*

Require permits from the City of Mandan

Any person for on- or off-sale alcoholic beverage licensee desiring to conduct a public beer garden shall make application for a special permit to do so to the board, 30 days in advance of the proposed event.

Temporary Fencing: ☒ Yes ☐ No

Provide accurate dimensions of fenced area on site plan along with the site plan.

Company Contact Name: mpo

Contact phone: 701-202-1065

Restroom Accommodations: Spiffy Biff

Number of required portable toilets: 4

Approved By: _____ Date Approved: _____ Initials: _____

Placement of sanitary toilet facilities must be on site plan.

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Attach a copy of the letter from the Western Plains Public Health that indicates the site plan has been reviewed and the required number of proper sanitation facilities is attendance.

Company Contact name: _____
Contact phone: _____

Electrical Services/Generators ☐ Yes ☒ No

Generators must be separated from tents by a minimum of 20' and shall be isolated from contact by fencing or other approved means.

Company Contact name: _____
Contact phone: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Carnival/Amusement Rides: ☐ Yes ☒ No

A separate permit from the Fire Department may be required.

Company Contact name: _____
Contact phone: _____

Bonded and Insured Amount: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Signs / Banners ☒ Yes ☐ No

Company Contact name: Stage Stop
Contact phone: 701-202-1065

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Inflatables ☐ Yes ☒ No

Company Contact name: _____
Contact phone: _____

Bonded and Insured Amount: _____

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Raffles

Will this event have a raffle? ☐ Yes ☒ No

If yes you must apply for a City Permit \$25 Raffle Permit (Attach copy of State Gaming License if issued)

Approved By: _____ **Date Approved:** _____ **Initials:** _____

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 4 – Transportation

Does the event propose **using, closing or blocking** any of the following:

*If yes, specify location and duration on site map, **if on a DOT Highway or Roadway DOT authorization will be required.***

City Streets ☐ Yes ☒ No (Number of locations: _____ attach list of locations.)

City Sidewalks ☐ Yes ☒ No (Number of locations _____ attached list of locations)

City Bus Stops ☐ Yes ☒ No (Number of locations _____ attached list of locations)

Public Parking Lots ☐ Yes ☒ No (Number of locations _____ attached list of locations)

Public Bicycle Parking ☐ Yes ☒ No (Number of locations _____ attached list of locations)

Multiuse Paths ☐ Yes ☒ No (Number of locations _____ attached list of locations)

City Alleys ☐ Yes ☒ No (Number of locations _____ attached list of locations)

City Right-of-Ways ☐ Yes ☒ No (Number of locations _____ attached list of locations)

Approved By: _____ Date Approved: _____ Initials: _____

(Section 4 must be approved by Mandan City Engineer, and be approved by the City Commission before the event)

Section 5 – Use of City Utilities

Will any City electric hookups be used? ☐ Yes ☒ No

Electric Location including amperage _____

Approved By: _____ Date Approved: _____ Initials: _____

Will any City water hookups be used? ☐ Yes ☒ No

Water Location(s) _____

Approved By: _____ Date Approved: _____ Initials: _____

Will waste water/gray water be generated? ☐ Yes ☒ No

If so, how will it be disposed? _____

Approved By: _____ Date Approved: _____ Initials: _____

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 6 – Alcohol

Will there be alcohol at the event? ☒ Yes ☐ No

Will alcohol be given away? ☐ Yes ☒ No

Will the alcohol be sold? ☒ Yes ☐ No

Will the alcohol be donated? ☐ Yes ☒ No

Who is the alcohol being donated by or purchased through: _____

Is alcohol included in the admission price of the event? ☐ Yes ☒ No

Approved By: _____ Date Approved: _____ Initials: _____

If you answered *Yes to any of the above*, a City and State Liquor License will be required. Attach copy(s) of all liquor licenses with this application. (If a City Liquor License is needed please contact the City of Mandan's Finance Department to apply at Phone: (701) 667-3213)

Has the applicant/organization ever had a liquor license or event permit denied, revoked or suspended? ☐ Yes ☒ No

If yes, please explain:

How will attendees be identified as minors or age 21 and over?
21 and older will be identified with wristbands.

Have the alcohol servers received training in sale/service of alcoholic beverages? ☒ Yes ☐ No

If yes, who provided the training: Jamie Haff, General Manager at Stage Stop

Date and time of most recent training: _____

Request Mandan Police Server Training: ☐ Yes ☒ No

If yes provide a contact person and contact information::

Permit Application #: _____ Date Complete: _____
(For office use only)

Section 7 – Event Security

Are you requesting off-duty Mandan Police officers? ☐ Yes ☒ No

Number of personnel requested: _____

After reviewing the event application, the Chief of Police may require the use of the City of Mandan Off-Duty Police Officers for the event.

To schedule Off-Duty Police Officers, please call 701-667-3250.

Officers must be requested 2 weeks prior to any event and there will be a minimum of 4 work hours per officers per event at \$45 per-hour per officer.

Are you requesting private security? ☐ Yes ☒ No

Number of security personnel onsite: _____

Include security points and duties on event plans

The City of Mandan requires only security companies that are licensed and bonded in the State of North Dakota.

Security Company and Contact Info: Bisman security 701-223-2328

Attach a copy of Company's License

Section 8 – Emergency Medical Services

Are you requesting off-duty Mandan EMT's? ☐ Yes ☒ No

Number of personnel requested: _____

After reviewing the event application the Fire Chief may require the use of the City of Mandan Off-Duty EMT's or paramedics for the event.

EMTs or paramedics must be requested 2 weeks prior to any even and there will be the minimum of 4 work hours per employee per event \$35

Section 9 – Event Maintenance and Cleanup Plan Required

What is your trash removal and cleanup plan?

We will be using our own waste containers and company for removal.

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: _____

Contact Name: _____ Phone: _____

All costs for containers, dumping and the removing all trash are the responsibility of the applicant/promoter. The City of Mandan's property and or the event site must be returned to its original condition and all equipment removed or daily fees will be accessed.

Section 10 – ADA Accessibility Requirements

Parking plan requirements

Attach a copy of your parking plan and include in the plan the necessary handicap parking areas and any code required handicap accessibility requirements. Also include medical access points and safe medical response routes for the event.

Section 11– Insurance and Bond Requirements

The City of Mandan has established insurance requirements for those facility users, vendors and contractors entering into agreements with the City for the purpose of special events and activities. Before commencing use or services under an agreement with the City of Mandan, a certificate of insurance or a copy of the required bond that complies with the requirements referenced below must be attached.

All special event applicants shall name the City of Mandan as an “Additional Insured”, per item one below, on all policy(ies), except workers compensation and shall reflect this on a Certificate of Insurance. Applicant agrees that any insurance available to the applicant shall be primary and non-contributory to the city’s self-insured retention.

Applicant shall obtain certificates of insurance from all vendors participating in this event unless covered under applicant’s insurance policy. Vendors must comply with all requirements listed in this section. Complete and accurate certificates must be received by the Special Events Office a minimum of five (5) working days prior to the event. Separate certificates of insurance shall be provided by all carnival and amusement companies and firework production companies with the limits shown in this section and shall name the City of Mandan as “Additional Insured” as per item one below. Additional coverage may be required depending upon the nature and scope of the event. For more information or questions regarding insurance requirements, please contact our City Administrator’s Office at 701-667-3214. The City Administrator reserves the right to evaluate the liability of each event and assess the required insurance limits. Event permits will not be issued until all insurance requirements are satisfactorily met.

The certificate must show:

1. The City of Mandan, its agents, officers, employees and volunteers are named as “Additional Insured.” All Certificate of Insurance policies must reflect this with the exception of workers compensation.
2. The City of Mandan shall be notified at least 30 days prior to cancellation or alteration of any insurance coverage. A 10-day notice of cancellation for non-payment of premium is required..
3. Workers Compensation Policies shall contain a Waiver of Subrogation clause in favor of the City of Mandan.
4. General Liability Including: Bodily Injury Contractual Independent Contractors
Comprehensive Form Product/Completed Operations Hazard
Premises Operation Personal injury Broad Form Property Damage

Permit Application #: _____ **Date Complete:** _____
(For office use only)

In addition, specific date(s) and locations(s) of the event, to include set up and take down, must be stated clearly on the certificate. Certificates shall be received no less than thirty (30) working days prior to the event.

City Services

Police..... \$45 per hour, per officer, 4 hour minimum

Fire/EMS..... \$35 per hour, per staff 4 hour minimum

Barricades.....Amount charged by contracted barricade provider

Trash Container drop-off/pick-up..... \$ ____ prices vary

Custodial..... \$ ____ per hour, per staff person

Miscellaneous fees

Tent/Canopy Permit.....\$ ____ per tent or canopy (Check with the Fire Department to ascertain if a permit is necessary)

Fireworks Permit..... \$ ____ per location

The Park District may require separate fees or permit if on Park District property. It is required that the event host checks with the Park District when planning an event on Park District property to avoid delays with the permitting process.

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Fee Cost Worksheet

Police Services:

No. of Officers _____ x No. of Hours _____ = _____ x \$45 = \$ _____

Fire/EMT Services

No. of EMT's _____ x No. of Hours _____ = _____ x \$35 = \$ _____

Finance application processing Fee \$ _____

Trash Container Fee..... \$ _____

Custodial Fee..... \$ _____

Tent/Canopy Inspection and Permit..... \$ _____

Fireworks/Pyrotechnics Permit and Inspection Fee..... \$ _____

\$25 Application Fee..... \$ _____

\$50 Late application Processing Fee (if Applicable)..... \$ _____

Event Application Fee (See Attached Fee Schedule)..... \$ _____

TOTAL: \$ _____

Fees assessed by the Park District are not included.

Date Fees Paid: _____ **Initials:** _____

Permit Application #: _____ Date Complete: _____

(For office use only)

Signature Page from City Officials and Department Heads

Mitch L. Bitz
Mitch L. Bitz (Jul 10, 2024 15:01 CDT) / 07/10/24



Approved



Denied



Conditional—See Narrative

Fire Department Date

Patrick Haug
Patrick Haug (Jul 10, 2024 08:06 CDT) / 07/10/24



Approved



Denied



Conditional—See Narrative

Police Department Date

[Signature]
[Signature] / 07/10/24



Approved



Denied



Conditional—See Narrative

Engineering Department Date

Brian Dirk
Brian Dirk (Jul 10, 2024 08:11 CDT) / 07/10/24



Approved



Denied



Conditional—See Narrative

Public Works Date

Fire Department Narrative:

Police Department Narrative:

Engineering Narrative:

Public Works Narrative:

Special Event Guide

Sec. 12-9-1. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Public concert: means a musical performance by one or more groups held either indoors or outdoors where the audience is seated by reserve or general admission, free of charge or otherwise, with the audience being present primarily for the purpose of listening to music and the location of such musical performance having a seating capacity of at least 1,000 people, or, if the concert is outdoors, the site has a capacity of at least 300 persons.

Public dance: means any dance held either indoors or outdoors where the public may participate, whether an admission fee is charged or not, and is present primarily for the sole purpose of dancing, and where the location of the dance has a capacity of at least 100 persons.

Public event: means a music festival, public dance or public concert.

(Code 1979, § 10-04-07; Code 1994, § 12-03-09; Ord. No. 744, § 2, 1989)

ARTICLE 4. – AMUSEMENTS

Sec. 12-4-1. - Required to operate public amusements.

- a) It is unlawful to conduct or operate any amusement which is open to the public and for which an admittance fee is charged without having first secured a license from the city. The license fee for amusements shall be determined by resolution of the board.
- b) No license fee is required if a show, exhibition, entertainment, gallery, stand or other device is operated or given under the auspices of and for the benefit of a church or school, or charitable, fraternal or political organization. (Code 1979, § 10-04-01; Code 1994, § 13-04-01)

Sec. 12-4-2. - Public amusements for which license is required.

A person may not conduct, operate or maintain the following activities without first obtaining a license from the city:

- (1) Public dance, as that term is defined by N.D.C.C. § 53-02-01.
- (2) Any circus, carnival or similar event.
- (3) Any theatrical exhibition, motion picture show, vaudeville performance, opera or variety theater.
- (4) Any show, entertainment, gallery, stand or device of any description on the streets, alleys or public grounds within the city.
- (5) Any merry-go-round, rides or similar devices.

(Code 1979, §§ 10-04-02—10-04-05; Code 1994, § 13-04-02)

Sec. 12-4-3. - Liability insurance or bond required.

A person may not conduct, operate, manage or sponsor any Ferris wheel, merry-go-round or other amusement ride operated for hire, or for the purpose of promoting or advertising any trade or business, without first filing with the city license officer a bond indemnifying the public against damages sustained by reason of operation of the ride, or certificate of liability insurance, in the amount of at least \$500,000.00. Such bond or certificate of insurance is subject to the approval of the city attorney. This section applies to all persons, whether or not such persons are exempted from any other provision of this article. (Code 1994, § 13-04-03)

Sec. 12-4-4. - Licensee to maintain order.

Any licensee engaged in giving or conducting any public amusement for pay shall preserve good order in and about the place of exhibition or public amusement, and if necessary for that purpose, shall employ, at the licensee's own expense, a sufficient security force. (Code 1979, § 10-04-06; Code 1994, § 13-04-04)

Sec. 12-4-5. - Policing of dances, music festivals or public concerts.

A public dance or public dancing place or hall may not be conducted, maintained or operated, unless the same is policed as provided by N.D.C.C. § 53-02-08. A music festival or public concert, as defined in N.D.C.C. § 53-02-01, shall be policed as provided in N.D.C.C. § 53-02-08. The cost of the policing, as determined by the chief of police, must be paid by the applicant at the time of the license application or, at the discretion of the chief of police, a cash bond in a reasonable amount may be posted, which shall be refunded upon payment of costs of policing following the event. (Code 1994, § 13-04-05)

Sec. 12-4-6. - Use of streets.

It is unlawful for any person to play any game, sport or amusement upon any public right-of-way of the city, except as permitted by the board. (Code 1994, § 13-04-06)

Sec. 12-9-2. - Penalty.

Any person who gives, holds or conducts a public event in violation of this article or in violation of the conditions of the public event permit, who furnishes information required by this article which is false or misleading, or who violates any provision of this chapter shall be guilty of a Class B misdemeanor. (Code 1979, § 10-04-07; Code 1994, § 12-03-17; Ord. No. 744, § 2, 1989)

Sec. 12-9-3. - Required; nontransferable; fees.

No person shall give, hold or conduct a public event unless the owner of the place where the public event is given, or the person giving the same or in charge thereof, first shall have procured a permit to give, hold and conduct such public event. A permit may be issued for one or more public dances or public concerts. If a permit is issued to any person to conduct a public event, the event may be conducted in such place only by the person to whom the permit is issued. Such permit shall not be transferable. A permit fee shall be assessed for each event held within a 24-hour period or an annual permit fee may be assessed if the site location is intended to be a permanent site, and the amount of the fees shall be set from time to time by resolution of the board. A permit, other than an annual permit, shall not be valid for a period of greater than three consecutive days.

(Code 1979, § 10-04-07; Code 1994, § 12-03-10; Ord. No. 744, § 2, 1989)

Sec. 12-9-4. - Application; special permits.

Any person desiring to conduct a public event at a public building or site or any outdoor location shall make application for a permit to do so to the board, 30 days in advance of the proposed event. In the event the applicant proposes to sell or dispense or permit the consumption of alcoholic beverages at such public event, an application for a special permit under the provisions of sections [4-2-16](#) and [4-2-20](#) shall accompany the application for the public event. Four copies of the application shall be filed with the city license officer and shall set forth the following information:

Sec. 4-2-20. - Sunday alcoholic beverage permit.

Permit required. No person may dispense, sell or permit the consumption of alcoholic beverages within a licensed premises or publicly owned or operated facility on any Sunday unless said person has been granted a permit under the provisions of this section. The authority to issue a Sunday alcoholic beverage permit rests solely with the board.

- 1) Identification of applicant. The application shall include the name, address and driver's license number of the applicant and the name, address and driver's license number of the person who will manage or conduct the public event. The application shall also state whether the applicant or the person who will manage or conduct the event has been convicted of any crime relating to the sale of alcoholic beverages or controlled substances or within the past five years has been convicted of any crime against persons, including assault, disorderly conduct, sexual assault, rape or murder, and whether the applicant or the person who will manage or conduct the event has ever had a license of any kind revoked or cancelled by any municipal, state or federal authority.
- 2) Date, time and place. The place, date and hours of the proposed event shall be clearly identified.
- 3) Site plan. The person conducting the event shall include in the application a site plan which details the exact placement of the stage, lighting and other electrical equipment, public seating, toilet facilities, fencing or other barricades, parking, marked fire lanes, and the proximity of public roadways. The site plan submitted by the applicant shall be reviewed by the city engineer, who shall submit Estimate of attendance, his recommendations to the board.
- 4) The applicant shall provide an estimate of the number of persons that the person conducting the event has determined can be safely accommodated within the chosen site and an estimate of the number of persons expected to attend.
- 5) Ticket sales. The application shall contain information relating to ticket sales, which addresses the control of attendance to meet the site plan limitations, if any. If the person conducting the event intends to open the event to the general public without prior ticket sales, the application shall address the manner in which the person intends to limit the size of the crowd to meet the site plan limitations.
- 6) Traffic control. The application shall specify the proximity of public roadways to the site of the event and to the proposed parking area and shall contain a description of the manner in which traffic control will be handled to ensure the safe ingress and egress of pedestrians and vehicles. Appropriate arrangements shall be made by the person conducting the event to ensure that no interference will occur with the public use of any adjacent public roadways. The traffic control proposal shall be subject to the approval of the city engineer.
- 7) Parking. The application and site plan shall specify the planned accommodations for public parking. The person conducting the event shall provide adequate parking for persons in attendance commensurate with the estimated number of persons that the selected site can accommodate. Under no circumstances will parking be permitted upon public roadways if said parking would be in violation of posted parking restrictions.
- 8) Sanitation. The application shall include the number and placement of sanitary toilet facilities which will be provided by the person conducting the event. The application shall be accompanied by a letter from the city health officer that indicates that he has reviewed the site plan and estimate of the number of persons in attendance and has determined that the number and kind of proposed toilet facilities is adequate to meet the needs of persons in attendance at the event.
- 9) Garbage. The application shall include a description of the size and number of available garbage disposal units on the site of the event in addition to the arrangements made to clean up the site after the event has ended.
- 10) Fencing and barricades. The application shall contain a description of the fencing and barricade system which is intended to control access to the event site, if such event is to be outdoors, and the location of the fencing and barricade system shall be noted on the site plan. If alcoholic beverages are to be dispensed or consumed at the public event, which event is outdoor, the perimeter of the site must be surrounded by a six-foot cyclone-style fence or enclosed within a tent which has four sides. For all events, whether outdoors or indoors, adequate provisions for entrances and exits and access by fire, police and other emergency personnel or vehicles shall also be noted in the application and on the site plan.
- 11) Signing. The application shall contain a description of the signing which is proposed to control pedestrian and vehicular traffic, parking, and provide appropriate notices to the persons in

attendance at the event. The size, wording and placement of the signs shall be included in the description and shall be subject to the approval of the city engineer.

- 12) Sale or consumption of alcoholic beverages. If the applicant intends to sell or allow the consumption of alcoholic beverages at the public event the identity of the alcoholic beverage licensee who will be dispensing said beverages shall be provided. The board may, by resolution or by condition attached to the permit, restrict the sale, dispensing and consumption of alcoholic beverages to beer or beer and wine only at the event or series of events. Therefore, the person holding the event shall include within the application a description of the efforts that will be taken to prevent the consumption of other alcoholic beverages at the event, including those alcoholic beverages attempted to be brought in by members of the public. At all such events the dispensing of alcoholic beverages in glass bottles, glass drinking cups or any other glass containers shall be prohibited.
- 13) Security. N.D.C.C. § 53-02-08 requires the city police department to police the event at the expense of the person conducting the event, which payment must be received by the city license officer 72 hours in advance of the event. The application shall contain, in addition to the estimated number of persons in attendance, an estimate of the number of police officers which will be needed to adequately police the event. The chief of police will be responsible for making the final determination of the number of officers that will be required.
- 14) Bond required. The person conducting the event shall file with the city license officer a cash bond in an amount to be set by resolution of the board. The bond shall be returned to the person after the event if the site has been adequately cleaned and if no additional costs or property damage has resulted from or as a result of the event.
- 15) Cost to the city. If the proposed event necessitates any expenditures on the part of the city, excluding the cost of providing police security, such costs shall be paid to the city by the person conducting the event. The posted cash bond shall be used by the city to cover the costs associated with the event and the balance, if any, will be returned to the person conducting the event. If the cash bond does not cover the costs resulting from the public event, the person conducting the event shall be assessed the additional costs. Costs within this section include, but are not limited to, the following:
 - a. Costs of cleanup or garbage removal;
 - b. Costs of traffic signing, fencing or barricades;
 - c. Any property damage to public property which occurred during or as a result of the event; and
 - d. Any additional costs associated with crowd control, including injury to city employees or other persons, which occurred during or as a result of the event.
- 16) Temporary vacation of streets. If the site plan proposed by the applicant requires the use of any public street, alley or right-of-way, the application and the site plan shall clearly designate the portion of the public street, alley or right-of-way to be temporarily vacated. In no event shall more of a public street adjoining one-half of a public block be vacated and, in each instance, adequate access for emergency vehicles shall be provided. The temporary vacation of any public street or right-of-way shall be subject to the approval of the city engineer. The board shall determine whether any public street, alley or right-of-way may be temporarily vacated for a public event on a case-by-case basis.
(Code 1979, § 10-04-07; Code 1994, § 12-03-11; Ord. No. 744, § 2, 1989)

Sec. 12-9-5. - Inquiry and investigation.

The board shall make such inquiry and investigation as to the propriety of granting or refusing such permit as shall be deemed necessary.

(Code 1979, § 10-04-07; Code 1994, § 12-03-12; Ord. No. 744, § 2, 1989)

Sec. 12-9-6. - Refusal and revocation of public event permit for cause.

- (a) The board may revoke the public event permit at any time for violation of any of the provisions of this chapter. The board shall refuse to issue such permit, and shall revoke a permit already issued, where it appears that:
- 1) The permitted site is or is likely to become a public nuisance or detrimental to public health, safety or order;
 - 2) The provisions of this chapter are being violated;
 - 3) An alcoholic beverage or controlled substance is being sold, or given away, except as authorized by terms of the permit;
 - 4) Any of the city ordinances or state laws are being violated;
 - 5) The chief of police determines that adequate security cannot be provided to the public event either by city police officers, special police or a combination thereof; or
 - 6) The board has determined that the number of like events needs to be limited in order to ensure the health, safety and security of the public.
 - 7) The chief of police shall report any violations of the permit or violations of city ordinances or state laws immediately to the board. Notwithstanding any of the provisions of this chapter, if the chief of police determines that the conduct of any public event has become a public nuisance or injurious to the public peace, health or safety, the chief of police shall immediately cause said event to be closed to the public and thereafter notify the board of the action and reasons therefor.
- (Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

Sec. 12-9-7. - Restrictions and conditions attached to public event permit.

If the board determines that the public event will not unduly interfere with the peace, health or safety of the public or the neighborhood in which the event will occur and that the applicant is in compliance with the requirements for sanitation and garbage disposal; parking, fencing, traffic and crowd control; security; and regulation of alcoholic beverage consumption, the board may approve the issuance of the permit to be effective for the dates designated and subject to any necessary restrictions and conditions, including the following restrictions and conditions:

- 1) Alcoholic beverages may be distributed and consumed, and dancing may be permitted only in those areas specifically designated in the site plan and approved by the board;
 - 2) Dancing and the distribution of alcoholic beverages shall be permitted only during the hours designated by the board, which in no event shall be before the hour of 12:00 noon on the date specified in the permit and after 1:00 a.m. of the following day;
 - 3) No person having a permit to hold a public event at which alcoholic beverages are to be sold, distributed or consumed shall permit in any such event any person who is obviously intoxicated or who is under 21 years of age, except persons under 21 years of age may be permitted at a public event if the sale and consumption of alcoholic beverages is segregated and constricted to an area barricaded from the public event by a six-foot cyclone-style fence or structure to which access by such persons is prohibited;
 - 4) The licensee as a condition to the issuance of such permit consents and agrees that any city police officer or special police officer may enter upon and inspect the licensed premises or site or any part at any time for the purpose of determining compliance with the conditions of the permit and city ordinances; and
 - 5) The licensee shall comply with all other applicable ordinances and laws relating to health and sanitation and the use and sale of alcoholic beverages in the city.
- (Code 1979, § 10-04-07; Code 1994, § 12-03-14; Ord. No. 744, § 2, 1989)

Sec. 12-9-8. - Limits on number of public event permits.

The board may, by resolution, set a maximum limit on the number of public event permits which will be granted during any period of time. Notwithstanding any restrictions on the number of events, the board may deny any application for a permit if it determines that adequate provision for traffic control, health, safety or security cannot be provided for the event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-15; Ord. No. 744, § 2, 1989)

Sec. 12-9-9. - Indemnification of city.

A person may not give, hold or conduct a public event, nor may the board approve a permit for such public event, without the person having first filed with the city license officer a bond or certificate of insurance in the amount as specified by resolution of the board, indemnifying the city and the public against personal injury or property damages occurring at or as a result of the public event. The person giving, holding or conducting the public event agrees to save and hold harmless the city for any personal injury or property damage resulting from actions of any city employees, police officers or special officers in the course of their employment, which actions are directly related to the conduct of the public event.

(Code 1979, § 10-04-07; Code 1994, § 12-03-16; Ord. No. 744, § 2, 1989)

Sec. 24-9-3. - Parade permit required.

No person shall engage in, participate in, aid, form or start any parade without a parade permit issued by the city.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-4. - Application for parade permit.

- a. A person desiring a parade permit shall file an application with the city on forms provided by the city. Such application shall be filed not less than seven days nor more than 60 days before the date on which it is proposed to conduct the parade.
- b. The application for a parade permit shall contain all information deemed necessary by the city in order to fully evaluate the request
- c. The city, where good cause is shown therefor, may consider any application which is filed less than seven days before the date such parade is proposed to be conducted.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-5. - Standards for issuance of parade permit.

The city shall issue a parade permit when, from a consideration of the application and from such other information as may otherwise be obtained, it finds that:

- 1) The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route.
- 2) The conduct of the parade will not require the diversion of so great a number of police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city.

Permit Application #: _____ **Date Complete:** _____
(For office use only)

- 3) The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto.
- 4) The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.
- 5) The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire.
- 6) The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- 7) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
- 8) The parade is not to be held for the sole purpose of advertising any product, cause, goods or events and is not designed to be held purely for private profit.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-6. - Notice of denial of parade permit.

If the city disapproves the application for a parade permit, the city shall mail to the applicant, within three days after the date upon which the application was filed, a notice of such action.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-7. - Alternative parade permit.

The city, in denying an application for a parade permit, may authorize the conduct of the parade on a date, at a time or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five days after notice of such action, file a written notice of acceptance with the city. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-8. - Contents of parade permit.

Each parade permit shall state the following information:

- 1) Starting time.
- 2) Minimum speed.
- 3) Maximum speed.
- 4) Maximum interval of space to be maintained between the units of the parade.
- 5) The portions of the streets to be traversed that may be occupied by the parade.
- 6) The maximum length of the parade in miles or fractions thereof.
- 7) Such other information as the governing body shall find necessary to the enforcement of this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Permit Application #: _____ **Date Complete:** _____
(For office use only)

Sec. 24-9-9. - Carrying parade permit.

The parade chairperson or other person heading or leading such activity shall carry the parade permit upon their person during the conduct of the parade.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Sec. 24-9-10. - Revocation of parade permit.

The city may, after a hearing affording due process, revoke a parade permit issued under this article upon application of the standards for issuance as set forth in this article.

(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

Bismarck Mandan Security
Special Event Request

Company Name:

Stage Stop Saloon and Grill

Address:

611 6th Ave. SE

Address:

City /State /Zip:

Mandan, ND 58554

Date: 7/5/2024

Contact Name:

Jamie Haff

Telephone:

701-202-1065

Email:

jamiehaff1@gmail.com

Billing Address if Different than Above:

Event Start Date:

See Comments

Event End Date:

See Comments

Location:

Stage Stop Saloon and Grill: 611 6th Ave. SE, Mandan

Hours Wanted:

09:00pm -01:00am

Days Wanted:

See Comments

Number of Guards:

2

Patrol Type:

Unarmed Uniformed Guard

Hourly Rate:

\$38.00

Mileage:

Travel Rate:

Comments:

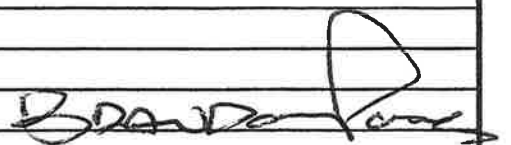
August 02nd and 03rd: (2) Guards /09:00pm -01:00am.....\$608.00

Total Billing:

\$608.00

Other:

Signature:



Bismarck Mandan Security

Revised: 09/30/2020

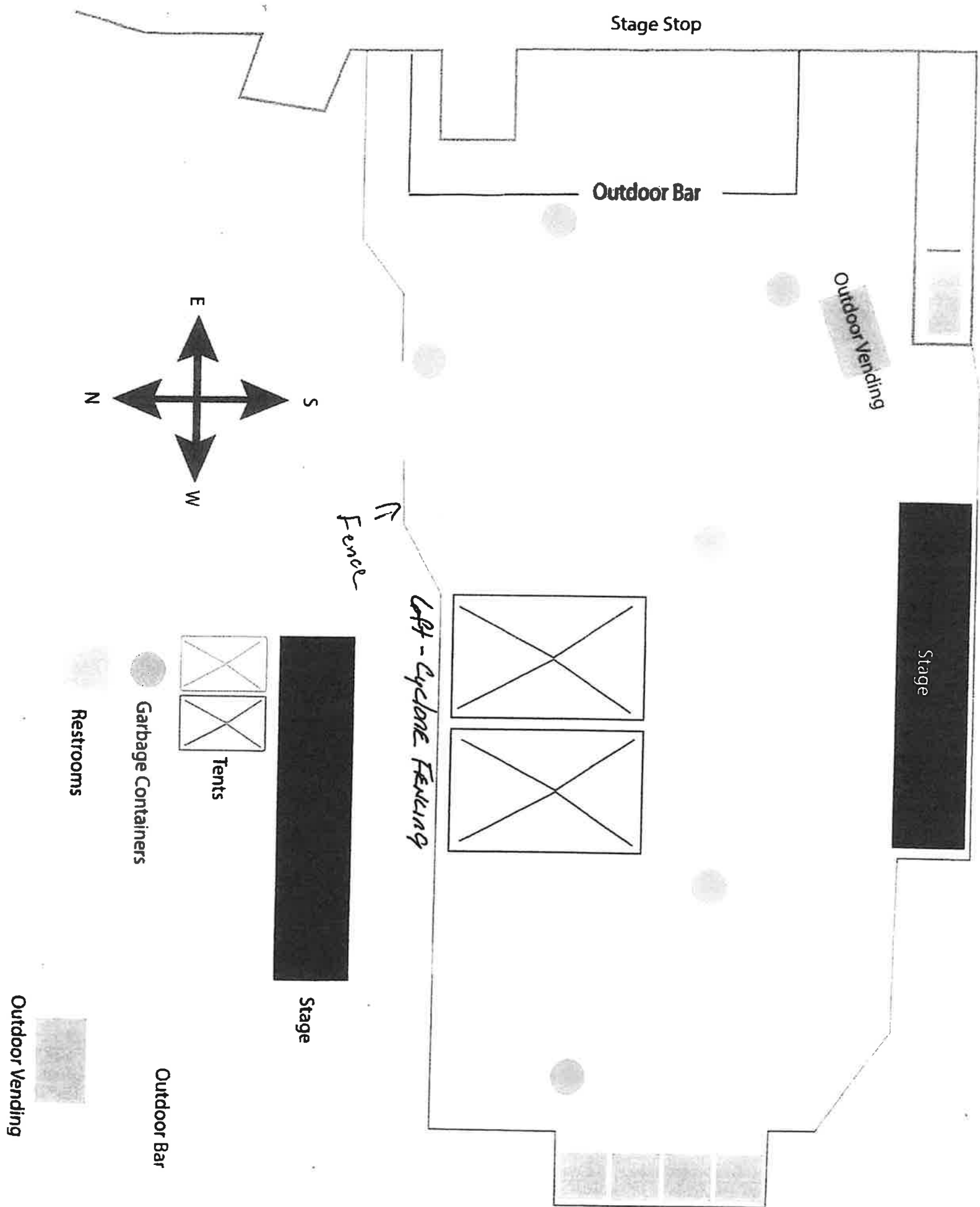
Hello this is Jamie Haff the General Manager of the Stage Stop. Here are some of the details of the foam party.

We will be having a separate fence around the area where the foam is going to be used. We will be using plastic as a way to hold the foam in approximately 3 feet up. For the area we will be using rugs as to prevent people from possible slipping. The foam is non toxic and is nothing other then bubbles. This is something we had thought of to bring something fun for adults to do to relive some of there childhood memories. I mean who as a kid didn't like bubbles. Once again the foam is supposed to be safe but we are adding the rugs just as a precaution. The foam is made up of 99 percent water and less then 1 percent foam powder surfactant solution. I got all this information from partymachines.com I also attached the msds sheet. We also will be having kids Saturday in the foam for a few hours while filling it so they can enjoy also.

Dj entertainment will be doing the music both days.

Tent Fire Retardant Tag Information





MATERIAL SAFETY DATA SHEET

Section 1 Identification

Manufacturer: Partymachines.com
Address:..... 9701 Brown Ln suite C 308
Austin, TX 78754

Emergency Phone Numbers: 911

Effective Date: 06-19-2006
Revised Date: NA

Trade Name: Dr. Party's Dance Foam Concentrate
Chemical Type: Water Base
Chemical Formula: Proprietary

Section 2 hazardous Ingredients / Identity information

Components	Pct.	ACGIH TLV	(OSHA PEL)
------------	------	-----------	------------

NONE (ingredients are non-toxic / biodegradable)

Section 3 Physical Data

Boiling point:	212 F	Specific Gravity (water=1)	1.000
Vapor Pressure (mm Hg.)	NA	Melting point	NA
Vapor Density (AIR-1)	NA	Evaporative Rate (water=1)	1.00
Solubility in WATER	Complete		

Appearance and Odor: Clear, Colorless / mild detergent odor

Section 4 Fire and Explosion Hazard

Flash point (method used) NA Flammable Limits...LEL... NA UEL...NA
Extinguishing Media: NONE
Special Fire Fighting Procedure.....Wear mask if vaporized by heat.
Unusual Fire and Explosion Hazards....Makes foam when agitated.

Section 5 Reactivity Data

Stability: Stable: YES Unstable: NA
Conditions to Avoid: High Heat

Incompatibility (materials to avoid) Acids

Hazardous Decomposition or byproducts: CO,CO2 possible
Hazardous Polymerization: May Occur: NA
Conditions to Avoid: NA
Will Not Occur YES

Dr. Party's Dance Foam Concentrate

Section 6 Health Hazard Data

Routes of Exposure:	Skin	May cause slight irritation with prolonged contact.
	Eye	May cause irritation with prolonged contact.
	Ingestion	May cause slight irritation to membranes.
	Inhalation	Vaporized product may irritate membranes.

Health Hazards (Acute and chronic) Unknown

Effects of Overexposure May cause dryness and irritation to skin and mucous membranes.

Emergency and First Aid Procedure: External areas flush with water. Ingest of this product transferred to the mouth by fingers, etc may produce the above-mentioned effects. Swallowing larger doses may cause injury, seek medical attention. Do not induce vomiting. Drink large quantities of water.

Section 7 Spill and Leak Procedure

Steps to be taken in case of SPILL or LEAK	Contain spill area. Mop or vacuum into a proper disposal spill container.
Waste disposal Method:	Dispose of According to local, state and federal waste disposal laws.

Precautions to be taken in handling and storage: Keep from freezing. Wear protective goggles and gloves when working with prolonged skin contact.

Other Precautions: NONE

Section 8 Control Measures

Respiratory Protection (specify Type)	None, under normal use.
Ventilation: Local exhaust	Normal
Protective Gloves:	To prevent prolonged skin contact.
Eye Protection:	Yes, for undiluted product.
Other Protective Clothing or Equipment:	Apron if needed.

NOTICE:

The information herein is presented in good faith and believes to be accurate as the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ from one to another. It is the buyer's responsibility to ensure its activities comply with federal, state and local laws.

Dr. Party's Dance Foam concentrate Safe for air travel

Friday 08/02/2024 method entertainment at 8pm to 12:45am DJ

**Saturday 08/03/2024 method entertainment 6pm to 12:45 am DJ also foam party for kids until 8:30pm
then at 9pm adults foam party outside.**

Mid Summer Foam Party-Stage Stop

Final Audit Report

2024-07-10

Created:	2024-07-09
By:	Tasha Scott (tasha.scott@mandanpd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALolboWn78u9u6vp9OKwHHhPFTosp2qGQ

"Mid Summer Foam Party-Stage Stop" History

-  Document created by Tasha Scott (tasha.scott@mandanpd.com)
2024-07-09 - 6:50:09 PM GMT
-  Document emailed to Patrick Haug (phaug@mandanpd.com) for signature
2024-07-09 - 7:03:04 PM GMT
-  Email viewed by Patrick Haug (phaug@mandanpd.com)
2024-07-10 - 1:03:36 PM GMT
-  Document e-signed by Patrick Haug (phaug@mandanpd.com)
Signature Date: 2024-07-10 - 1:06:32 PM GMT - Time Source: server
-  Document emailed to brian.dirk@cityofmandan.com for signature
2024-07-10 - 1:06:35 PM GMT
-  Email viewed by brian.dirk@cityofmandan.com
2024-07-10 - 1:08:06 PM GMT
-  Signer brian.dirk@cityofmandan.com entered name at signing as Brian Dirk
2024-07-10 - 1:11:52 PM GMT
-  Document e-signed by Brian Dirk (brian.dirk@cityofmandan.com)
Signature Date: 2024-07-10 - 1:11:54 PM GMT - Time Source: server
-  Document emailed to mbitz@cityofmandan.com for signature
2024-07-10 - 1:11:56 PM GMT
-  Email viewed by mbitz@cityofmandan.com
2024-07-10 - 8:00:40 PM GMT
-  Signer mbitz@cityofmandan.com entered name at signing as Mitch L. Bitz
2024-07-10 - 8:01:11 PM GMT

 Document e-signed by Mitch L. Bitz (mbitz@cityofmandan.com)

Signature Date: 2024-07-10 - 8:01:13 PM GMT - Time Source: server

 Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature

2024-07-10 - 8:01:16 PM GMT

 Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)

2024-07-10 - 8:33:12 PM GMT

 Document e-signed by Jarek Wigness (jarek.wigness@cityofmandan.com)

Signature Date: 2024-07-10 - 8:33:42 PM GMT - Time Source: server

 Agreement completed.

2024-07-10 - 8:33:42 PM GMT



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 10, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider Minor Plat(s) for Shores at Lakewood 1st Addition

STATEMENT/PURPOSE:

Consider Minor Plat(s) for Shores at Lakewood 1st Addition

BACKGROUND/ALTERNATIVES:

TRX Developers have applied for three minor plats in the Shores at Lakewood 1st Addition to adjust the boundaries and quantity of lots within Phase 1. Initially approved to have 42 lots (41 homes and 1 park), Phase 1 will now have three fewer residential lots. This change results in an overall decrease in the proposed residential density and unit count, and an increase in the size of lots in three separate areas of Phase 1.

Detailing each minor plat/change:

1. Lots 2-7, Block 2, Shores at Lakewood Addition (originally 6 lots) will be replaced with four larger lots, now titled Lots 1-4, Block 1, Replat of Lots 2 through 7, Block 2, Shores at Lakewood. This replat, shown as Attachment 4, results in two fewer homes being constructed on the west leg of Dutton Circle.
2. Moving north to the NW corner of the plat, Lots 7-8, Block 1, Shores at Lakewood Addition are proposed to be combined into one larger parcel. This change permits the construction of a home that requires a larger property than originally platted and adjusts an easement previously between Lots 7-8 (to provide future access to Prairie West Golf Course) to the eastern boundary between this combined lot and Lot 9, Block 1, Shores at Lakewood Addition. This replat is Attachment 5, titled Replat of Lots 7 and 8, Block 1, Shores at Lakewood Addition.
3. On the east leg of Dutton Circle SE, Lots 13-19, Block 2, Shores at Lakewood

Addition (currently 7 lots) will be replatted and combined into five larger lots, now titled Lots 1-5, Replat of Lots 13 through 19, Block 2, Shores at Lakewood Addition. This replat, shown as Attachment 6, results in the removal of two lots.

These replats will reduce Shores at Lakewood Phase 1 from having 41 residential lots and one park to 36 residential lots and one park.

Findings of Fact Minor Plat

1. All requirements for approval of a minor subdivision plat have been met;
2. The proposed subdivision is generally consistent with the intent and purpose of the zoning ordinance;
3. The proposed subdivision is consistent with the Future Land Use Plan, other adopted plans and policies, as well as accepted planning practice; and
4. The proposed subdivision would not adversely affect public health, safety and general welfare.

Staff Comments:

- Special assessments will be reallocated to fit the new lots.
- Any infrastructure that requires relocation must be done by the developer, and any abandonment must be completed in accordance with City policy.
- Additional coordination with Building Inspection, Assessing, Finance and Morton Co Emergency Management will occur following approval to ensure all systems are notified and updated for these changes.

ATTACHMENTS:

1. Application L2-7, Blk2 Shores at Lakewood
2. Application L7-8, Blk1 Shores at Lakewood
3. Application L13-19, Blk2 Shores at Lakewood
4. Lots 2-7 Blk 2, Shores at Lakewood Addition
5. Lots 7-8 Blk 1, Shores at Lakewood Addition
6. Lots 13-19 Blk 2, Shores at Lakewood Addition
7. Location Map Shores at Lakewood Phase 1 Replats

FISCAL IMPACT:

N/a

STAFF IMPACT:

Staff time will be required to process this request as detailed in staff comments above.

LEGAL REVIEW:

This item has been reviewed as part of the agenda packet.

RECOMMENDATION:

Staff recommends approval of the minor plats.

SUGGESTED MOTION:

I move to approve the minor plats.

CITY OF MANDAN		
Development Review Application		
☒	Minor Plat (\$300)	Zone Change (\$600)
	Preliminary Plat up to 20 acres (\$450)	Planned Unit Development (\$700)
	Preliminary Plat more than 20 acres (\$500)	Land Use and Transportation Plan Amendment (\$1,000)
	Final Plat up to 20 lots (\$450)	Vacation (\$500)
	Final Plat 21 to 40 lots (\$600)	Variance (\$400)
	Final Plat more than 40 lots (\$750)	Special Use Permit (\$450)
	Annexation (\$450)	Stormwater submittal (\$300)
	Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	Stormwater 2 nd & subsequent resubmittal (\$50)
	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)		
Minor platting of Lots 2-7, Block 2 within the recorded Shores at Lakewood Addition plat.		

Engineer/Surveyor			Property Owner or Applicant		
Name Nick Nustad - Mountain Plains, LLC			Name Arthur Goldammer - TRX Developers, LLC		
Address 1300 Tacoma Ave, Suite A			Address 3100 N 14th St		
City Bismarck	State ND	Zip 58504	City Bismarck	State ND	Zip 58503
email nnustad@mtnplains.com			email arthur@verityhomes.com		
Phone 701-955-3122		Fax na	Phone 701-663-4117		Fax na
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name
☒	City	☐	ETA	☐	☒	Replat of Lots 7 & 8 Block 1 of Shores at Lakewood Addition
Property Address				Legal Description		
2504 & 2508 Dutton Circle SE, Mandan, ND 58554				All of Lots 2, 3, 4, 5, 6, and 7, Block 2 of Shores at Lakewood Addition in the north half of Section 1,		
Current Use						
Residential				Township 138 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota		
Proposed Use						
Residential				Section 1	Township 138 N	Range 81 W
Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking	
0.84 Acres	na	na	na	na	na	

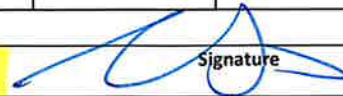
Print Name Arthur Goldammer	Signature 	Date 6/25/2024
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Office Use Only			
Date Received:	Initials: <i>nm</i>	Fees Paid: \$ 300	Date 6-28-2024
Notice in paper		Mailed to neighbors	
P&Z meeting			
Approved	Approved with conditions:		
Denied			

CITY OF MANDAN		
Development Review Application		
☒	Minor Plat (\$300)	Zone Change (\$600)
	Preliminary Plat up to 20 acres (\$450)	Planned Unit Development (\$700)
	Preliminary Plat more than 20 acres (\$500)	Land Use and Transportation Plan Amendment (\$1,000)
	Final Plat up to 20 lots (\$450)	Vacation (\$500)
	Final Plat 21 to 40 lots (\$600)	Variance (\$400)
	Final Plat more than 40 lots (\$750)	Special Use Permit (\$450)
	Annexation (\$450)	Stormwater submittal (\$300)
	Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	Stormwater 2 nd & subsequent resubmittal (\$50)
	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)		
Minor platting of Lots 7 & 8, Block 1 within the recorded Shores at Lakewood Addition plat.		

Engineer/Surveyor			Property Owner or Applicant		
Name Nick Nustad - Mountain Plains, LLC			Name Arthur Goldammer - TRX Developers, LLC		
Address 1300 Tacoma Ave, Suite A			Address 3100 N 14th St		
City Bismarck	State ND	Zip 58504	City Bismarck	State ND	Zip 58503
email nnustad@mtnplains.com			email arthur@verityhomes.com		
Phone 701-955-3122		Fax na	Phone 701-663-4117		Fax na
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name
☒	City	☐	New	☒	Addition	Replat of Lots 7 & 8 Block 1 of Shores at Lakewood Addition
Property Address					Legal Description	
2504 & 2508 Dutton Circle SE, Mandan, ND 58554					All of Lots 7 and 8, Block 1 of Shores at Lakewood Addition in the north half of Section 1,	
Current Use						
Residential					Township 138 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota	
Proposed Use						
Residential					Section 1	Township 138 N
					Range 81 W	
Parcel Size	Building Footprint	Stories	Building SF	Required Parking	Provided Parking	
1.19 Acres	na	na	na	na	na	

Print Name Arthur Goldammer	Signature 	Date 6/25/2024
--------------------------------	--	-------------------

Office Use Only			
Date Received:	Initials: nm	Fees Paid: \$ 300	Date 6-28-2024
Notice in paper	Mailed to neighbors	P&Z meeting	
Approved	Approved with conditions:		
Denied			

CITY OF MANDAN		
Development Review Application		
☒	Minor Plat (\$300)	Zone Change (\$600)
☐	Preliminary Plat up to 20 acres (\$450)	Planned Unit Development (\$700)
☐	Preliminary Plat more than 20 acres (\$500)	Land Use and Transportation Plan Amendment (\$1,000)
☐	Final Plat up to 20 lots (\$450)	Vacation (\$500)
☐	Final Plat 21 to 40 lots (\$600)	Variance (\$400)
☐	Final Plat more than 40 lots (\$750)	Special Use Permit (\$450)
☐	Annexation (\$450)	Stormwater submittal (\$300)
☐	Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	Stormwater 2 nd & subsequent resubmittal (\$50)
☐	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)		
Minor platting of Lots 13-19, Block 2 within the recorded Shores at Lakewood Addition plat.		

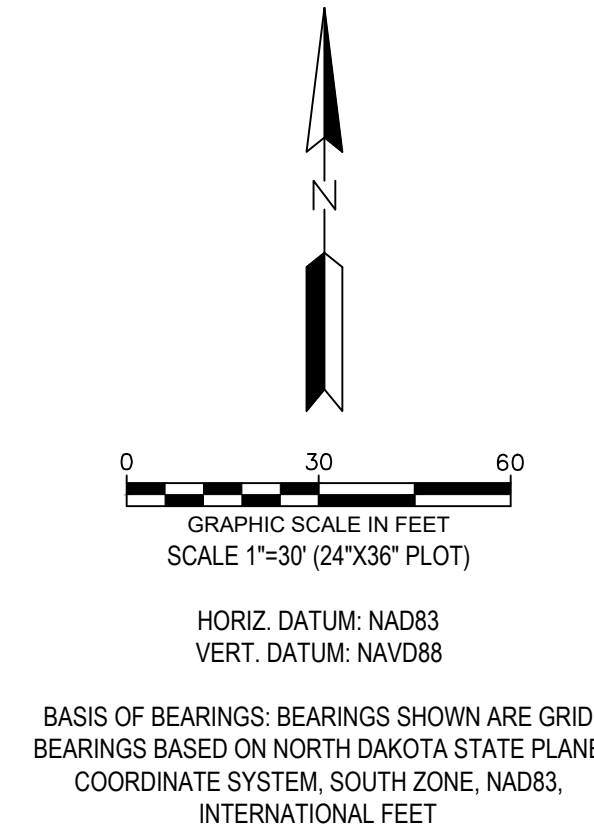
Engineer/Surveyor			Property Owner or Applicant		
Name Nick Nustad - Mountain Plains, LLC			Name Arthur Goldammer - TRX Developers, LLC		
Address 1300 Tacoma Ave, Suite A			Address 3100 N 14th St		
City Bismarck	State ND	Zip 58504	City Bismarck	State ND	Zip 58503
email nnustad@mntnplains.com			email arthur@verityhomes.com		
Phone 701-955-3122		Fax na	Phone 701-663-4117		Fax na
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
x	City	ETA	New	x	Addition	PUD	PUD
☒							Replat of Lots 7 & 8 Block 1 of Shores at Lakewood Addition
Property Address						Legal Description	
2504 & 2508 Dutton Circle SE, Mandan, ND 58554						All of Lots 13, 14, 15, 16, 17, 18, and 19, Block 2 of Shores at Lakewood Addition in the north half of	
Current Use							
Residential						Section 1, Township 138 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota	
Proposed Use							
Residential						Section 1	Township 138 N
						Range 81 W	
Parcel Size	Building Footprint	Stories	Building SF		Required Parking	Provided Parking	
0.99 Acres	na	na	na		na	na	

Print Name Arthur Goldammer	Signature 	Date 6/25/2024
--------------------------------	---	-------------------

Office Use Only			
Date Received:	Initials: <i>nm</i>	Fees Paid: \$ 300	Date 6-28-2024
Notice in paper		Mailed to neighbors	P&Z meeting
Approved	Approved with conditions:		
Denied			

TO THE CITY OF MANDAN
ALL OF LOTS 2, 3, 4, 5, 6, AND 7, BLOCK 2 OF SHORES AT LAKEWOOD ADDITION
IN THE NORTH HALF OF SECTION 1, TOWNSHIP 138 NORTH, RANGE 81 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA



SAID TRACT CONTAINS 0.84 ACRES, MORE OR LESS.

PRELIMINARY

_____(NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____

JAREK WIGNESS, CITY ENGINEER

SURVEYOR:
MICHAEL J. TARNOWSKI, PLS-27506
MOUNTAIN PLAINS, LLC
1300 TACOMA AVE, SUITE A
BISMARCK, ND 58504
(701) 557-3348



BLOCK 1	
LOT	AREA (SF)
1	9,020 ±
2	9,503 ±
3	9,000 ±
4	9,000 ±

NOTES:

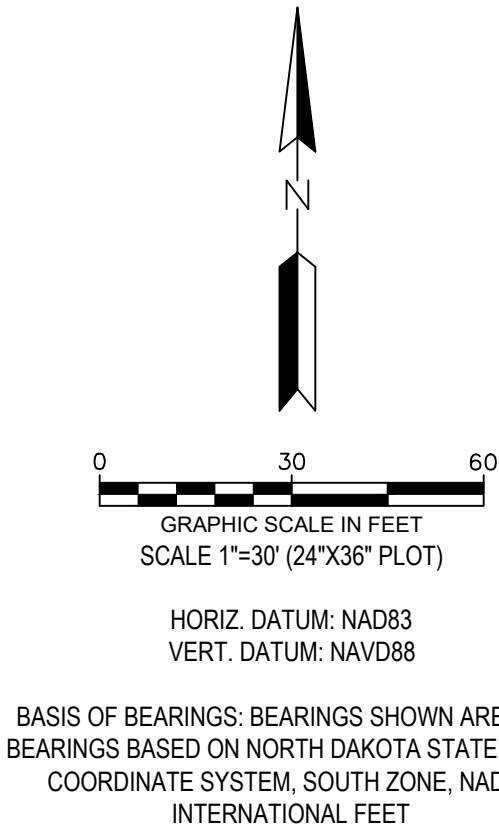
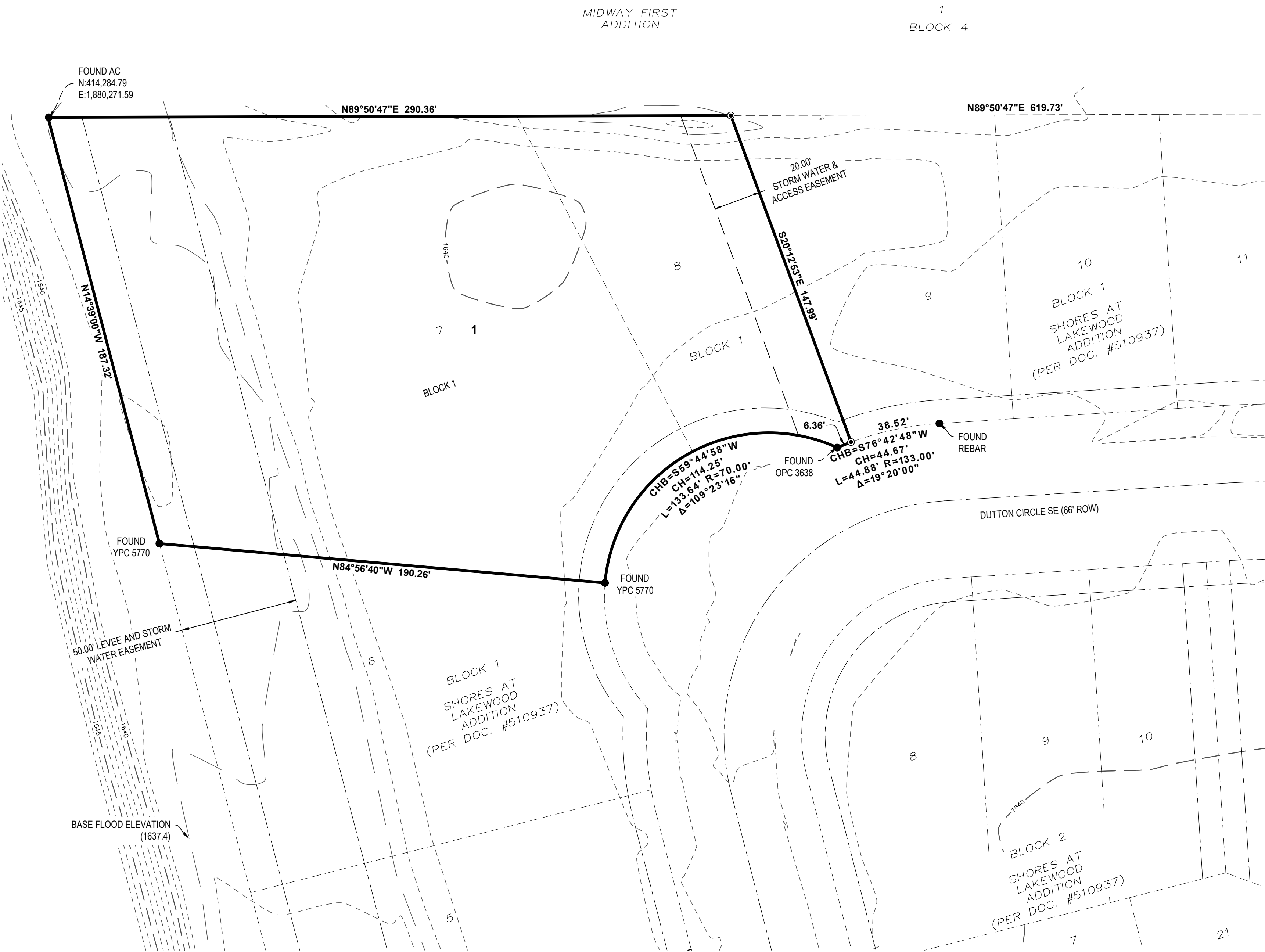
1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
2. FIELD SURVEY COMPLETED 5/30/2024.
3. SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
4. TOTAL LOTS: 3
5. TOTAL PLAT: 0.84 ACRES ±
6. PROPOSED ZONING: PUD - RESIDENTIAL
7. FRONT YARD SETBACK IS 25 FEET SIDE YARD SETBACK IS 5 FEET, AND BACK YARD SETBACK IS 20 FEET.
8. 100 YEAR FLOOD PLANT: FEMA ZONE X. DOCUMENT #3805905C01SD. EFFECTIVE DATE: 10/16/2015
9. IRRIGATION MASTER SYSTEM TO BE INSTALLED AND MAINTAINED BY HOA PER AMENDED PUD.

LEGEND

FOUND MONUMENT - AS NOTED
SET #5 REBAR W/YPC
"TARNOWSKI LS-27506"
PLAT BOUNDARY
EXISTING EASEMENT
EXISTING LOT LINE

REPLAT OF LOTS 7 AND 8, BLOCK 1 OF SHORES AT LAKEWOOD ADDITION

TO THE CITY OF MANDAN
ALL OF LOTS 7 AND 8, BLOCK 1 OF SHORES AT LAKEWOOD ADDITION
IN THE NORTH HALF OF SECTION 1, TOWNSHIP 138 NORTH, RANGE 81 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA



PLAT BOUNDARY DESCRIPTION
ALL OF LOTS 7 AND 8, BLOCK 1, OF SHORES AT LAKEWOOD ADDITION (PER DOC. #510937) IN THE NORTH HALF OF SECTION 1, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.
SAID TRACT CONTAINS 1.19 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE
I, MICHAEL J. TARNOWSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, NORTH DAKOTA PLS NO. PLS-27506, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECTION, AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY

MICHAEL J. TARNOWSKI, PLS-27506

STATE OF NORTH DAKOTA)
SS)
COUNTY OF BURLEIGH)

ON THIS ____ DAY OF _____, 2024, APPEARED BEFORE ME, MICHAEL J. TARNOWSKI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

_____, (NOTARY PUBLIC)

_____, COUNTY, _____

MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE AND DEDICATION
I, TRX DEVELOPERS, LLC BEING OWNER OF THE LANDS PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT AND DO DEDICATE ALL RIGHTS OF WAY SHOWN ON THIS PLAT FOR PUBLIC USE, AND CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN.

I ALSO DEDICATE EASEMENTS TO THE CITY OF MANDAN TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

ARTHUR GOLDAMMER, MANAGING MEMBER
TRX DEVELOPERS, LLC

STATE OF NORTH DAKOTA)
SS)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2024, APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

APPROVAL OF BOARD OF CITY COMMISSIONERS
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREIN AND HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION APPROVED THIS ____ DAY OF _____, 2024.

TIMOTHY A. HELBLING, MAYOR

TIMOTHY A. HELBLING, PRESIDENT OF
THE BOARD OF CITY COMMISSIONERS

APPROVAL OF CITY PLANNING COMMISSION
THE SUBDIVISION OF LAND AS SHOWN ON THE PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, ON THE ____ DAY OF _____, 2024, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF THE CITY OF MANDAN, NORTH DAKOTA AND REGULATIONS ADOPTED BY SAID CITY PLANNING COMMISSION. IN WITNESS WHEREOF ARE SET THE HANDS OF THE CHAIRMAN AND SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA.

BILL ROBINSON, CHAIRMAN

NANCY MOSER, SECRETARY

APPROVAL OF CITY ENGINEER
I, JUSTIN FROSETH, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "SHORES AT LAKEWOOD ADDITION 1ST REPLAT", MANDAN, NORTH DAKOTA AS SHOWN ON THE PLAT.

JAREK WIGNESS, CITY ENGINEER

CLIENT:
TRX DEVELOPERS, LLC
3100 N 14TH STREET
BISMARCK, ND 58503
(701) 426-0197

SURVEYOR:
MICHAEL J. TARNOWSKI, PLS-27506
MOUNTAIN PLAINS, LLC
1300 TACOMA AVE, SUITE A
BISMARCK, ND 58504
(701) 557-3348



LEGEND

- FOUND MONUMENT - AS NOTED
- SET #5 REBAR W/PC "TARNOWSKI LS-27506"
- PLAT BOUNDARY
- PROPOSED EASEMENT
- - - EXISTING EASEMENT
- - - EXISTING LOT LINE
- - - BASE FLOOD ELEV. (1637.4)

NOTES:

- BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
- FIELD SURVEY COMPLETED 5/30/2024.
- SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
- TOTAL LOTS: 3
TOTAL PLAT: 1.19 ACRES ±
- PROPOSED ZONING: PUD - RESIDENTIAL
- FRONT YARD SETBACK IS 25 FEET SIDE YARD SETBACK IS 5 FEET, AND BACK YARD SETBACK IS 20 FEET.
- 100 YEAR FLOOD PLAN: FEMA ZONE X. DOCUMENT #38059C0515D. EFFECTIVE DATE: 10/16/2015
- IRRIGATION MASTER SYSTEM TO BE INSTALLED AND MAINTAINED BY HOA PER AMENDED PUD.

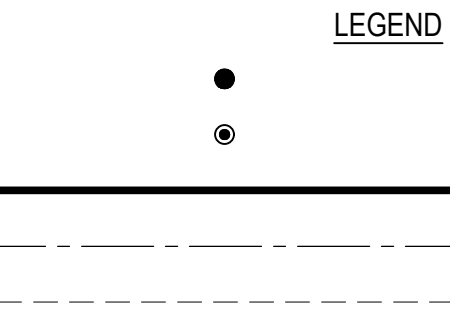
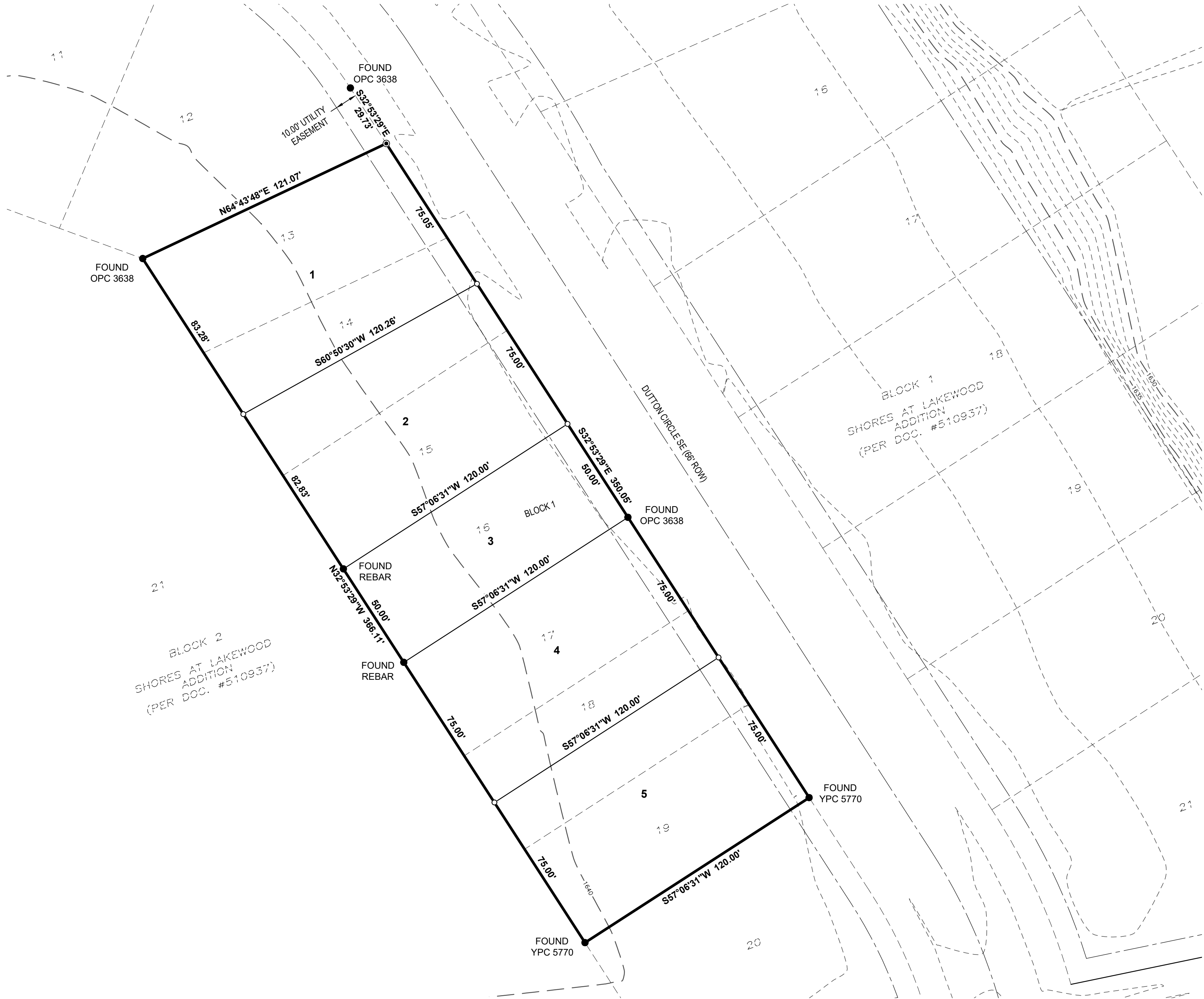
BLOCK 1	
LOT	AREA (SF)
1	51,986 ±

G:\Users\Audithayes\Box\Engineering\Projects\Verity Homes\20-00-0672 - Lakewood Development\Survey\CAD\Unrevised Minor Plat\Shores at Lakewood Addition - 3rd Replat\Shores at Lakewood Addition - 3rd Replat.dwg
Plot Date & Time: 24 June 2024 3:41 PM
Page 92 of 137

REPLAT OF LOTS 13 THROUGH 19, BLOCK 2 OF SHORES AT LAKEWOOD ADDITION

TO THE CITY OF MANDAN

ALL OF LOTS 13, 14, 15, 16, 17, 18, AND 19, BLOCK 2 OF SHORES AT LAKEWOOD ADDITION
IN THE NORTH HALF OF SECTION 1, TOWNSHIP 138 NORTH, RANGE 81 WEST
OF THE FIFTH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA



- NOTES:**
- BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
 - FIELD SURVEY COMPLETED 5/30/2024.
 - SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
 - TOTAL LOTS: 3
 - TOTAL PLAT: 0.99 ACRES ±
 - PROPOSED ZONING: PUD - RESIDENTIAL
 - FRONT YARD SETBACK IS 25 FEET SIDE YARD SETBACK IS 5 FEET, AND BACK YARD SETBACK IS 20 FEET.
 - 100 YEAR FLOOD PLAN: FEMA ZONE X. DOCUMENT #38059C0515D. EFFECTIVE DATE: 10/16/2015
 - IRRIGATION MASTER SYSTEM TO BE INSTALLED AND MAINTAINED BY HOA PER AMENDED PUD.

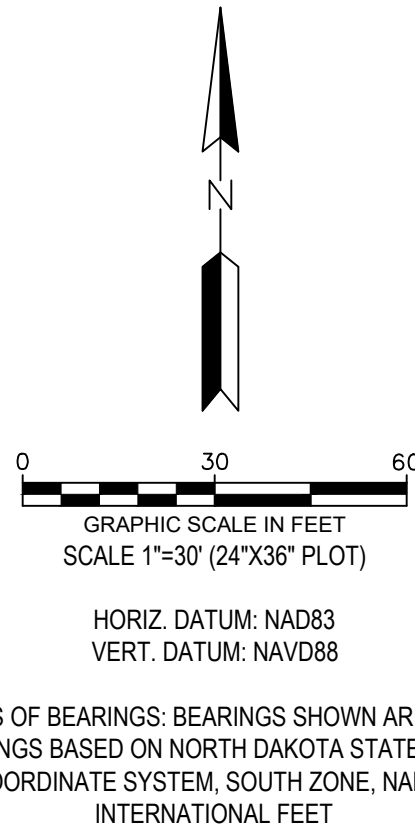
BLOCK 1	
LOT	AREA (SF)
1	9,499 ±
2	9,470 ±
3	6,000 ±
4	9,000 ±
5	9,000 ±

BILL ROBINSON, CHAIRMAN

NANCY MOSER, SECRETARY

I, JUSTIN FROSETH, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVE "SHORES AT LAKEWOOD ADDITION 3RD REPLAT", MANDAN, NORTH DAKOTA AS SHOWN ON THE PLAT..

JAREK WIGNESS, CITY ENGINEER



CLIENT:
TRX DEVELOPERS, LLC
3100 N 14TH STREET
BISMARCK, ND 58503
(701) 426-0197

VERITY HOMES
3100 N 14TH STREET
BISMARCK, ND 58503
(701) 663-4117

SURVEYOR:
MICHAEL J. TARNOWSKI, PLS-27506
MOUNTAIN PLAINS, LLC
1300 TACOMA AVE, SUITE A
BISMARCK, ND 58504
(701) 557-3348

PLAT BOUNDARY DESCRIPTION
ALL OF LOTS 13, 14, 15, 16, 17, 18, AND 19, BLOCK 2 OF SHORES AT LAKEWOOD ADDITION (PER DOC. #510937) IN THE NORTH HALF OF SECTION 1, TOWNSHIP 138 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 0.99 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE
I, MICHAEL J. TARNOWSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, NORTH DAKOTA PLS NO. PLS-27506, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY DIRECTION, AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.

PRELIMINARY

MICHAEL J. TARNOWSKI, PLS-27506

STATE OF NORTH DAKOTA)
SS)
COUNTY OF BURLEIGH)

ON THIS ____ DAY OF _____, 2024, APPEARED BEFORE ME, MICHAEL J. TARNOWSKI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

_____, (NOTARY PUBLIC)
_____, COUNTY, _____
MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE AND DEDICATION
I, TRX DEVELOPERS, LLC BEING OWNER OF LOTS 13, 14, AND 15 AND LOTS 17, 18, AND 19 PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT AND DO DEDICATE ALL RIGHTS OF WAY SHOWN ON THIS PLAT FOR PUBLIC USE, AND CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN.

I ALSO DEDICATE EASEMENTS TO THE CITY OF MANDAN TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

ARTHUR GOLDAMMER, MANAGING MEMBER
TRX DEVELOPERS, LLC

STATE OF NORTH DAKOTA)
SS)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2024, APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

I, VERITY HOMES BEING OWNER OF LOT 16 PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS PLAT AND DO DEDICATE ALL RIGHTS OF WAY SHOWN ON THIS PLAT FOR PUBLIC USE, AND CONSENT TO ANY ACCESS CONTROL TO THE PROPERTY AS SHOWN.

I ALSO DEDICATE EASEMENTS TO THE CITY OF MANDAN TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE OR OTHER PUBLIC UTILITIES OR SERVICES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED HEREON AS UTILITY EASEMENTS.

ARTHUR GOLDAMMER, MANAGING MEMBER
VERITY HOMES

STATE OF NORTH DAKOTA)
SS)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2024, APPEARED BEFORE ME, _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

APPROVAL OF BOARD OF CITY COMMISSIONERS
THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREIN AND HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION APPROVED THIS ____ DAY OF _____, 2024.

TIMOTHY A. HELBLING, MAYOR

TIMOTHY A. HELBLING, PRESIDENT OF
THE BOARD OF CITY COMMISSIONERS





Zoning and Future Land Use Reference Map

Shores at Lakewood Phase 1 Replats

Zoning

Zoning Map Key

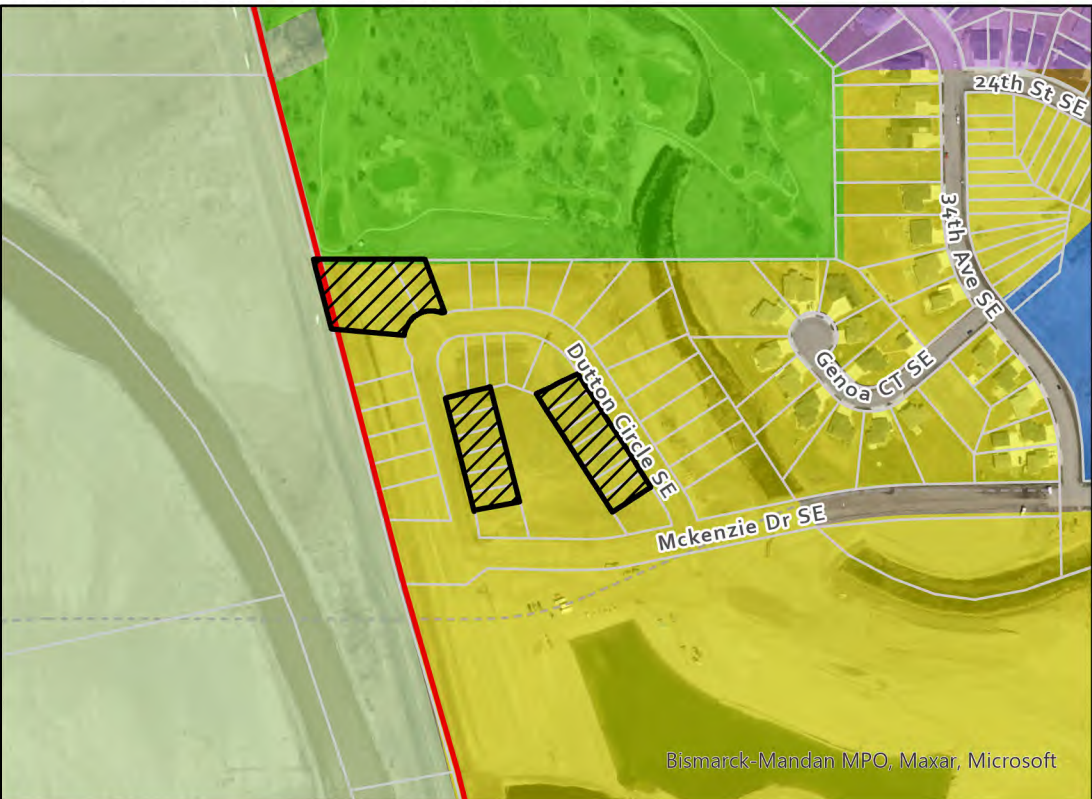
- Agriculture - City of Mandan
- Agriculture - Morton County
- CA - Neighborhood Commercial
- CB - Business Commercial
- CC - Commercial/Light Industrial Transition
- DC - Downtown Core
- DF - Downtown Fringe
- Industrial - Morton County
- LSMHS - Trailer Park Subdivision
- MA - Heavy Commercial/Light Industrial
- MB - Heavy Commercial/Heavy Industrial
- MC - Heavy Commercial/Light Industrial Restricted
- MD - Heavy Commercial/Heavy Industrial Restricted
- MHS - Trailer Park
- PUD - Planned Unit Development
- R3.2 - Residential Single & Two Family
- R7 - Residential Single Family
- RH - Residential Mobile Home Park
- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- City Limits
- RGB
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- July '24 Planning Items



Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- City Limits
- ETA Line
- July '24 Planning Items

Future Land Use Plan



0 0.07 0.15 0.3 Miles



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 1, 2024
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit for Ryan Wentz

STATEMENT/PURPOSE:

To consider the 2023 Application for Disabled Veterans Property Tax Credit for property located at 4805 Harbor Trail SE.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-0171740 with a legal description of Lot 5 Block 2 Borden Harbor 1st.

Reason for Abatement: I have reviewed the Disabled Veterans Property Tax Credit Application and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2023. This abatement is to correct the percentage of disability compensation rating that was given in 2023.

ATTACHMENTS:

1. Wentz 2023 Abatement Form
2. Vet Credit Flyer

FISCAL IMPACT:

No fiscal impact on the City since the Tax Credit is reimbursed by the State of ND.

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster.

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2023 Abatement Application for Ryan Wentz at 4805 Harbor Trail SE as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2023 Abatement Application for Ryan Wentz at 4805 Harbor Trail SE as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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



State of North Dakota

Assessment District CITY OF MANDAN

County of COUNTY OF MORTON

Property I.D. No. 65-0171740

Name WENTZ/RYAN L & MARY J

Telephone No. _____

Address 4805 HARBOR TRL SE, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 5 BLOCK 2 BORDEN HARBOR 1ST

Total true and full value of the property described above for the year 2023 is:

Land \$ 85,000-
Improvements \$ 356,300-
Total \$ 441,300-
(1)

Total true and full value of the property described above for the year 2023 should be:

Land \$ 85,000-
Improvements \$ 356,300-
Total \$ 441,300-
(2)

The difference of \$ 0 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 destroyed or damaged by fire, flood, tornado, or other natural disaster (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 (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly 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: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
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): _____

Applicant asks that Veterans credit be increased due to rating percentage change.

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 governmental 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 [Signature]

Date 28 June 24



DISABLED VETERANS

PROPERTY TAX CREDIT

The Disabled Veterans Credit is a property tax credit that is available to veterans of the United States Armed Forces with service-connected disability.

It may reduce the taxable value of a residence and associated taxes due.



ELIGIBILITY

1. You must be a disabled veteran of the United States Armed Forces with an armed forces service-connected disability of 50% or greater in the year for which your application is made.
2. You must have received an honorable discharge or be retired from the United States Armed Forces.
3. You must reside on and have an interest in the property, as of the assessment date.

APPLY

Applicants will need to provide their DD214 and the determination of disability by the VA to your local assessor or county director of tax equalization.

To apply, submit the Application for Disabled Veterans Property Tax Credit to your local assessor. The applications can be found at www.tax.nd.gov/veterans.



ADDITIONAL INFORMATION

The following table shows how taxable values may reduce with the credit.

Disability Percentage	Maximum Reduction
100%	\$8,100
90%	\$7,290
80%	\$6,480
70%	\$5,670
60%	\$4,860
50%	\$4,050

To qualify, veterans must meet all eligibility requirements and file an application with the local assessor or county director of tax equalization, by February 1 in the year that the property is assessed and credit is requested.

To obtain disability and honorable discharge documentation, contact your Veterans Service Office or the United State Department of Veterans Affairs at 866-634-8387.

Office of State Tax Commissioner
600 E. Boulevard Ave. Dept. 127
Bismarck, N.D. 58505-0599
701-328-7088
tax.nd.gov



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 11, 2024
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: 2024 Abatement for Hit Inc. at 4301 30th Ave NW Unit 108

STATEMENT/PURPOSE:

To consider Application for Abatement of taxes for the property purchased by Hit Inc on 6/28/24.

BACKGROUND/ALTERNATIVES:

The parcel is also known as parcel #65-6140860 with a legal description of Lot 1 Block 1 Mandan Industrial Park 11th Addition Bellows Landing Condo Shops Association Unit 108

ATTACHMENTS:

1. Hit Inc. Abatement Application
2. ND Century Code 57-02-41

FISCAL IMPACT:

2024 All taxing entities = \$608.41, City Share = \$138.41

STAFF IMPACT:

N/A

LEGAL REVIEW:

North Dakota Century Code 57-02-41 provides for the proration of taxes when the property is acquired by an owner that is exempt from taxation. Reviewed by City Attorney Oster.

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2024 abatement application for Hit Inc. at 4301 30th Ave NW Unit 108 as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2024 abatement application as presented for Hit Inc. at 4301 30th Ave NW Unit 108 as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of MORTON

Property I.D. No. 65-6140860

Name HIT INC.

Telephone No. (701) 663-0379

Address MAILING ADDRESS 4301 30TH AVE NW MANDAN ND 585584

Legal description of the property involved in this application:

LOT 1 BLOCK 1 MANDAN INDUSTRIAL PARK 11TH ADDITION BELLOWS LANDING CONDO
SHOPS ASSOCIATION UNIT 108

Total true and full value of the property described
above for the year 2024 is:

Land \$ 15,700

Improvements \$ 70,900

Total \$ 86,600

(1)

Total true and full value of the property described
above for the year 2024 should be:

Land \$ 7,850

Improvements \$ 35,450

Total \$ 43,300

(2)

The difference of \$ 43,300.00 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 destroyed or damaged by fire, flood, tornado, or other natural disaster (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 (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain)

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

1. Purchase price of property: \$ 255,000 Date of purchase: 6/28/24
Terms: Cash ☒ Contract ☐ Trade ☐ Other (explain) ☐
Was there personal property involved in the purchase price? YES Estimated value: \$ 5,000
yes/no
2. Has the property been offered for sale on the open market? YES If yes, how long? unknowns
yes/no
Asking price: \$ Terms of sale:
3. The property was independently appraised: NO Purpose of appraisal:
yes/no
Market value estimate: \$
Appraisal was made by whom:
4. The applicant's estimate of market value of the property involved in this application is \$ 250,000
5. The estimated agricultural productive value of this property is excessive because of the following condition(s):

Applicant asks that property be exempt from the date of purchase 6/28/2024.

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 governmental 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)

7/1/2024

Date

Signature of Applicant

Date

57-02-41. Attachment of tax lien and prorating taxes as between vendor and purchaser. All taxes, as between vendor and purchaser, become a lien on real estate on and after the first day of January following the year for which such taxes were levied. If taxable real property is acquired in any year after the assessment date by an owner in whose hands it will be exempt from taxation, the taxes on it for the portion of the year that it was not exempt, computed to the nearest month, constitute a personal charge against the person from whom it was acquired and all of the provisions of law for payment and collection of personal property taxes are applicable to such prorated taxes. If exempt real property is acquired in any year after the assessment date by an owner in whose hands it is taxable, it must be assessed as omitted property and the taxes on it for that portion of the year that it is not exempt, computed to the nearest month, are subject to all of the provisions for payment and collection that are applicable to taxes for the same year on other real property



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 10, 2024
SUBMITTING DEPARTMENT: Morton Mandan Public Library
DEPARTMENT DIRECTOR: Barb Sandstrom
PRESENTER: Barb Sandstrom, Library Director
SUBJECT: MMPL City-Wide Representative Appointment Consideration

STATEMENT/PURPOSE:

To consider making an appointment to fill the "city-wide" position on the Morton Mandan Public Library Board of Trustees.

BACKGROUND/ALTERNATIVES:

Per the Memorandum of Understanding signed by both Commissions, MMPL operates with an equal number of city and county representatives. Since the joint board has equal representation, both the City and County Commissions approve MMPL trustee appointments.

The City received applications from three individuals to serve as the one City representative on the MMPL Board of Trustees.

An interview committee consisting of the Board President and two commissioners set up interviews with the three candidates (David Gray, Ann Solano and Austin Lafferty) on Wednesday, June 19, 2024. The City Commissioner was unable to attend and other city-representatives serving on the MMPL Board were not able to fill in. The Board President and County Commissioner proceeded and interviewed all three candidates.

At the June 24, 2024, meeting, the interview committee reviewed all three candidates with fellow Trustees and, based on the committee's guidance and additional discussion, the MMPL Board of Trustees approved a recommendation to appoint Austin Lafferty (City representative) to complete a 3-year term as trustee on the Morton Mandan Public Library Board of Trustees.

ATTACHMENTS:

1. 2024 City Applicants

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

The MMPL Board of Trustees recommends appointing Austin Lafferty to serve a 3-year term.

SUGGESTED MOTION:

I move to appoint...

- Austin Lafferty to the Morton Mandan Public Library Board of Trustees for a 3-year term that ends June 30, 2027.

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Tuesday, May 28, 2024 7:15:43 PM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

Please indicate which board/committee(s) you are interested in::

Morton Mandan Library Board of Trustees

Name (First & Last):: Austin Lafferty

Address:: 303 Will Court SE Mandan ND 58554 USA

Phone Number:: 7014262315

Email Address:: austintlafferty@gmail.com

Are you currently a resident of the City of Mandan?:

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: I am a long-time resident of Mandan, and patron of the Morton Mandan Public Library. As a former president of the Friends of the MMPL, I would like to continue giving back to the library and believe the best way I could do this would be through the Board of Trustees.

I understand the importance of the library as a community hub, and the benefits it provides not just to the City of Mandan, but to Morton County as a whole. While the library's physical remodel has given it a new look, I think there are updates that can be made to the library's programming and offerings to match this new look. I have had the opportunity to review the library's strategic plan, and agree that updates to both the physical collection and the library's digital offerings are necessary to bring the MMPL into the future. Likewise, better utilizing our current assets - like Beanstack and the Friends of the Library, can help create programming that would bring patrons and volunteers back to the library on a consistent basis.

The MMPL has given me so much, and I want to ensure the library is able to continue supporting its patrons for generations to come.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I previously served as President of the Friends of the Morton Mandan Public Library, and I currently serve as a citizen at-large member for the North Dakota Library Coordinating Council. I am a longtime patron of the MMPL. My experience with the Friends and the ND Coordinating Council provides me with background knowledge into library operations that would allow me to hit the ground running if I were to be appointed to the Board of Trustees.

As an attorney, I have quite a bit of experience with boards and councils and how they function. While I would obviously need to be careful - I would not be the Board's attorney were I to be appointed, I do believe my knowledge and experience with the law provides a helpful background for a library trustee.

Do Not Click Reply - This e-mail has been generated from a SmartForm.

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Saturday, March 16, 2024 6:04:44 PM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

Please indicate which board/committee(s) you are interested in::

Morton Mandan Library Board of Trustees

Name (First & Last):: David Gray

Address:: 2308 11th Ave SE mandan ND 58554 USA

Phone Number:: 6199903871

Email Address:: captdavidgray@gmail.com

Are you currently a resident of the City of Mandan?:

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: I request consideration for appointment as a member of the Morton Mandan Public Library Board of Directors, Mandan Representative. I have a deep and abiding passion for public libraries and the essential role they play in our communities, especially here in Mandan, North Dakota. Public libraries serve an expanding, ever changing, and critical function in our communities today. It is vital our public library that serves Mandan and Morton County provides libraries services and engagement tailored to serve the particular needs of a library community that spans nearly 2,000 square miles of rural and small-town communities. I believe I am uniquely qualified to serve on an active library board that is totally committed to serving all our people in our home in central North Dakota.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I have a successful and thorough background in management of libraries. As Director of Library Services, Welder Library, University of Mary, 2015 to 2020, I managed a comprehensive library service that served an expanding and complex University community. In addition to providing terrific library services to our community, I led the first-time development of a visionary strategic plan for Welder Library; a copy of the strategic plan may be provided on request.

In addition to managing a vibrant academic library, I have an intense desire to help make public libraries in North Dakota more responsive and relevant to individuals and communities in the state. As such I served as a member and chair of the North Dakota Library Coordinating Council (NDLCC) 2017 to 2020. In that role the NDLCC prepares strategic plans for public library programs and funding in the state. Further, I served as a member and officer of the Central Dakota Library Network (CDLN) from 2015 to 2020. CDLN manages the HORIZON integrated library utility for 20 plus libraries in North Dakota, including the Morton Mandan Public Library. Additionally, I am a member of the North Dakota State Historical Records Advisory Board, 2016 to the present. In this role I contribute to shaping programs and projects that preserve documentary resources on the history and heritage of North Dakota. Finally, I completed a 27-year career in the United States Navy, retiring as a Captain in 2015.

I believe all of these experiences point to the contributions I can make as a member of the Morton Mandan Public Library Board of Directors, Mandan Representative. I will bring a breadth and depth of experience and insight to help lead development of library programs that will benefit the people of Morton County and the City of Mandan.

Your consideration of my application is greatly appreciated. I may be reached concerning my application at dpgray@umary.edu, or 619-990-3871.

Do Not Click Reply - This e-mail has been generated from a SmartForm.

From: donotreply@form.govoffice.com
To: [Kari N. Schmidt](#)
Subject: Committee/Board Application (form) has been filled out on your site.
Date: Thursday, October 5, 2023 12:30:53 PM

Your Site has received new information through a form.

Form: Committee/Board Application

Site URL: www.cityofmandan.com

Please indicate which board/committee(s) you are interested in::

Morton Mandan Library Board of Trustees

Name (First & Last):: Ann Solano

Address:: 128 Countryside Lane Mandan ND 58554 USA

Phone Number:: 5034762744

Email Address:: miih.numakaki@gmail.com

Are you currently a resident of the City of Mandan?:

Yes

Business or Organization Name (if applicable):

Functional Title or Role:

Please explain your reasons for wanting to serve on this board, commission, or committee:: Maybe I could assist with cultural diversity. There is an influx of people's from different parts of the world. I would love to see the library expand it's horizons.

Please give a brief explanation of the skills or qualification you could bring to this board, commission or committee:: I am fluent in Espanol and made a difference in the workforce when I first returned to ND in 05.

I think it would be beautiful to see a variety of languages and people represented.

Do Not Click Reply - This e-mail has been generated from a SmartForm.



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 11, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Options for filling vacant commissioner seat

STATEMENT/PURPOSE:

To consider options for filling the unexpired term of Commissioner Olson.

BACKGROUND/ALTERNATIVES:

There are several options regarding filling the vacant city commissioner position as the result of the resignation of Brad Olson.

1. Do nothing, and run with 4 members until the next election in 2026. I listed this as an option, if the idea was proposed. However, I don't think this is an option. The statute says the Board "may call a special city election" or "may appoint a person." It doesn't really contemplate/permit the Board doing nothing.
2. Simply appoint someone. An argument could be made that the top three individuals were within 50 votes of each other and thus giving a reason to appoint the individual that came in third.
3. The Commission could ask for letters of interest to the Commission (we have two expressions of interest, Victoria Vayda Hammond and Ryan Heinshon). Under this option, I would suggest the Commission set a date to submit a letter of interest and in turn the Commission would conduct interviews of those interested, then make a selection.
4. Have a special election to run concurrent with the November election, the tentative timeline is as follows:
 1. 30 days before filing deadline (July 31): Official notice of deadline must be published in the newspaper
 2. 30 days before filing deadline (July 31): Candidates may begin circulating petitions
 3. 64 days before the election (this falls on Labor Day, so I believe I would move back to August 30): Petitions due at 4 p.m.
 4. 100 days before the regular election (which would be July 26) or "as soon

as practicable” for the special election: Election notice due to auditor

5. Note that the candidates should indicate on their nominating petitions that they are seeking to fill an unexpired term, and the unexpired term must be designated on the ballot (to make clear the term would be through 2026, not 2028).
5. Or, conduct our own special election. With the timeline set out above, it seems holding our special election in conjunction with the statewide election in November would make the most sense (if the Commission decides to go that route).

ATTACHMENTS:

None

FISCAL IMPACT:

n/a - unknown cost of holding our own special election as it would be dependent upon the number of workers needed and polling places.

STAFF IMPACT:

n/a

LEGAL REVIEW:

Attorney Oster has collaborated on this memo.

RECOMMENDATION:

Staff will implement the wishes of the Commission.

SUGGESTED MOTION:



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: June 18, 2024
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Second and final consideration of Ordinance 1448, an ordinance to amend and re-enact Section 24-1-2(c) of the Mandan code of ordinances, relating to penalties for parking violations.

STATEMENT/PURPOSE:

Second and final consideration of Ordinance 1448, an ordinance to amend and re-enact Section 24-1-2(c) of the Mandan code of ordinances, relating to penalties for parking violations.

BACKGROUND/ALTERNATIVES:

The Parking Authority met on April 23, 2024, and recommended the following changes be made. Increase the parking fine from \$10.00 to \$15.00 and the fine for any loading zone violation from \$10.00 to \$50.00 effective January 1, 2025.

On June 18, 2024, the item was before the Board of City Commissioners, and it was moved that the appropriate ordinances be drafted to effectuate such changes. See attachment.

The City Commission requested increased fines for parking in a Fire Lane and in front of a fire hydrant fine from \$10-\$50. Due to the North Dakota Century Code, the parking in front of a fire hydrant (within 10 feet) can only be set at \$20.

As of January 1, 2025, the following fines will be set:

Parking in any loading zone: \$50

Parking in any fire lane: \$50

Parking within 10 feet of any fire hydrant: \$20

All other city parking violations in the downtown district will be set at \$15 unless otherwise set by other city ordinances.

ATTACHMENTS:

1. Ordinance 1448 - Parking(9508713.1)

FISCAL IMPACT:

\$6,000 - \$7,000 Increase in parking fine revenue.

STAFF IMPACT:

N/A

LEGAL REVIEW:

Attorney Oster has prepared the ordinance as requested.

RECOMMENDATION:

The Parking Authority recommends the approval of the second consideration of Ordinance 1448.

SUGGESTED MOTION:

I move to approve the second consideration of Ordinance 1448.

ORDINANCE NO. 1448

An Ordinance to Amend and Re-enact
Section 24-1-2(c) of the Mandan Code of Ordinances, Relating to Penalties for Parking
Violations

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

Sec. 24-1-2. – Penalties.

- (c) The fine for violating article 7 of this chapter is ~~\$15.00~~~~\$10.00~~ unless another amount for a specific infraction is established by ordinance or resolution of the board of city commissioners. The fine for any loading zone or fire lane violation is \$50.00. The fine for parking within ten feet of a fire hydrant is \$20.00.

By: _____
James Froelich, President, Board of
City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: July 2, 2024

Second Consideration and Final Passage: July 16, 2024

Publication: _____

Effective Date: January 1, 2025



City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 8, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Second Consideration of Ordinance 1450, related to the corrected annexation of Rock Prairie Estates Addition and the NW Trunk Sewer route.

STATEMENT/PURPOSE:

Second Consideration of Ordinance 1450, related to the corrected annexation of Rock Prairie Estates Addition and the NW Trunk Sewer route.

BACKGROUND/ALTERNATIVES:

Derek Zander and other developers have been working in Northwest Mandan to construct new subdivisions and infrastructure for residential and commercial purposes. Rock Prairie Estates, Derek Zander's subdivision, has received approval. However, the associated annexation ordinance was recorded based on a previously approved development plan that changed before final plat approval. To clarify the property to be annexed for the Rock Prairie Estates Development, this ordinance is being written to annex all of Rock Prairie Estates, making it more interpretable than describing the abstract slivers of land that need to be incorporated into the City.

This item has been considered at multiple planning and zoning and city commission meetings, many of which were subject to public noticing requirements, and all meetings explicitly stipulated the character of the development and its inclusion in City limits. In many cases, this annexation is corrective in nature.

The second portion of the ordinance is to annex the portion of the trunk sewer route to be constructed between Rock Prairie Estates Addition's west boundary and the east boundary of the Liberty Hills property. The City does not want a trunk sewer route outside of its limits for jurisdictional purposes. The portion of the trunk sewer outside of City limits is located in an area with a master plan for development as Phase 2 of the Rock Prairie Estates project. It is anticipated that within a matter of a few years that the second phase of the Rock Prairie Plat will be developed and more holistically contained

within a future Mandan neighborhood. Approval of the annexation of that trunk sewer was an action item following the approval/execution of the NW Trunk Sewer Development Agreement, indicating that this has already been considered to some extent by the City Commission as a requirement for growth in this area.

The previously-approved and recorded annexation (Ord. 1400) is attached. It was stipulated in the most recent, final approval of Rock Prairie Estates, that the annexation be updated. This would be the action that completes that.

Adjacent Properties Zoning, Land Use, and Future Land Use

The properties north of the proposed annexation are undeveloped and designated as Agricultural (A). To the east, there is single and twin-family development within the R3.2 - Residential zoning. The south is bordered by Old Red Trail and the Interstate 94 right-of-way (ROW). To the west, the area is for commercial land use and zoned as CB - Commercial. The Future Land Use Plan aligns with the intended land uses included in this annexation.

Findings of Fact Annexation

1. The City of Mandan and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by this annexation;
2. The proposed annexation is a contiguous extension of the current limits of the City of Mandan;
3. The proposed annexation is consistent with the general intent and purpose of the zoning ordinance;
4. The proposed annexation is consistent with the Future Land Use Plan, other adopted plans and policies, and accepted planning practice;
5. The proposed annexation would not adversely affect public health, safety and general welfare.

ATTACHMENTS:

1. Application
2. DRAFT ORD 1450 - Rock Prairie Plat and NW Trunk Sewer Annexation
3. ANNEXATION
4. Rock Prairie preliminary plat & masterplan
5. Ord. No. 1400 r
6. Location Map - Rock Prairie Annexations

FISCAL IMPACT:

N/a

STAFF IMPACT:

N/a

LEGAL REVIEW:

This item has been reviewed as part of the agenda packet.

RECOMMENDATION:

Staff recommends approval of the second consideration of Ordinance No. 1450.

SUGGESTED MOTION:

I move to approve the second consideration of Ordinance No. 1450.

CITY OF MANDAN	
Development Review Application	
☐ Minor Plat (\$300)	☒ Zone Change (\$600)
☒ Preliminary Plat up to 20 acres (\$400)	☐ Planned Unit Development (\$700)
☐ Preliminary Plat more than 20 acres (\$450)	☒ Land Use and Transportation Plan Amendment (\$1,000)
☐ Final Plat up to 20 lots (\$400)	☐ Vacation (\$500)
☐ Final Plat 21 to 40 lots (\$550)	☐ Variance (\$400)
☐ Final Plat more than 40 lots (\$700)	☐ Special Use Permit (\$450)
☐ Annexation (\$450)	☐ Stormwater submittal (\$300)
☐ Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	☐ Stormwater 2 nd & subsequent resubmittal (\$50)
☐ Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	
Summary of Request (Add separate sheet(s) as necessary)	
Plat & zone multi-use subdivision	

Engineer/Surveyor			Property Owner or Applicant		
Name Swenson, Hagen & Co.			Name Red Trail Holdings, LLC		
Address 909 Basin Ave			Address 5012 37th Ave NW		
City Bismarck	State ND	Zip 58504	City Mandan	State ND	Zip 58554
email lniemiller@swensonhagen.com			email redtrailholdings@gmail.com		
Phone 701-223-2600	Fax 701-223-2601		Phone 701-426-0729	Fax	
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
☐ City	☒ ETA	☒ New	☐ Addition	A	CC, CB, R7	Rock PRAIRIE ESTATES	
Property Address					R 3, 2, P	Legal Description	
Old Red Trail & Corvette Street					Auditor's Lot H & Part of the SW 1/4		
Current Use							
AG							
Proposed Use							
Commercial/Residential					Section 7	Township 139	Range 81
Parcel Size 40 Acres	Building Footprint	Stories	Building SF	Required Parking		Provided Parking	

Print Name Derek Zander	Signature <i>Derek Zander</i>	Date 11-24-2021
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Office Use Only			
Date Received:	Initials: <i>mm</i>	Fees Paid: \$ 2000	Date 11-24-2021
Notice in paper	Mailed to neighbors	P&Z meeting	
☐ Approved	Approved with conditions:		
☐ Denied			

Additional Submittals

Future Land Use Map Amendment

A future land use map amendment application shall include the following additional submittals:

1. An explanation of how the application aligns with the goals, objectives, policies, and other information contained within the City of Mandan Land Use and Transportation Plan and other plans adopted by the city; and

The Planning Advisory Committee for the City of Mandan LUTP, noted that a key weakness for the city was a "lack of retail & restaurants, which is closely tied to the lack of overall commercia-industrial tax base". The proposed Land Use amendment helps to expand those uses, while at the same time providing a transition from the residential areas on the east (West Hills) to the proposed commercial zoning on the west. Old Red Trail, as an arterial road, is suited for commercial traffic; access onto the arterial will be limited to one point within the subdivision, providing a central point of access for the commercial uses, which would then have high visibility from the right-of-way.

2. How any amendment, if approved, would not further create potential for disharmonious adjacent land uses; and

The proposed location for commercial/industrial uses, adjacent to Old Red Trail, will have zoning that matches adjoining lands to the west. The addition of CB & CC zoning within this tract will transition into residential zoning to the north, and will be buffered on the east by residential zoning , as well as stormwater & drainage facilities.

3. An ESRI shapefile (.shp) of the future land use map amendment area and projected in spatial reference well-known ID (WKID) 102721.

The future land use map may be used to view the subject property and surrounding property's future land use and view property lines overlaid on an aerial. The future land use map may be found on the City's website at CityofMandan.com and selecting Departments → Engineering and Planning → Maps → Future Land Use Map or by clicking [here](#) if viewing this document digitally.

Additional Submittals

Preliminary Plat

A preliminary plat application shall include the following additional submittals:

- ☒ Proposed name of subdivision in accordance with the city's subdivision naming policy.
- ☒ Legal description of property.
- ☒ Name, address and telephone number of the property owner and surveyor.
- ☒ Numerical and graphical scale of one inch equals 200 feet or less, north arrow and date located all in the same vicinity on the plat.
- ☒ Boundary line of proposed subdivision indicated by solid heavy line and block and lot lines indicated by less heavy lines.
- ☒ Boundary lines of adjacent tracts, their owners and existing buildings within 100 feet of the proposed subdivision shown by dashed lines.
- ☒ Lot and blocks numbered in numerical order.
- ☒ Exact location of existing utilities and utility easements for water mains, fire hydrants, storm sewers, bridges, culverts, sanitary sewers, gas lines, telephone lines, electrical lines, cable television, utility substations; indicating pipe or line dimensions, sizes, grades, when necessary, and type of material when available.
- ☒ Proposed zoning of the subdivision.
- ☒ Approximate location of all proposed utility lines and rights-of-way.
- ☒ Location, area and dimension of all existing and proposed land parcels to be dedicated for public use, other than streets.
- ☒ When appropriate, names, locations, rights-of-way width, grades and pavement widths of all existing transportation systems.
- ☐ Proposed preliminary street grades, as required by the city engineer, which should be submitted as a separate document after preliminary plat approval but before submission of the final plat.

☐ Identification and location of existing vegetative cover, historical and cultural features.

☒ Contours with a maximum interval of two feet; and in areas less than three percent grade, spot elevations shall be provided according to standard mapping practices.

☐ Proposed preliminary subdivision grade plan depicting cuts and fills as required by the city engineer to be submitted after preliminary plat approval but before final plat submittal.

☐ Location and dimension of existing building and encroachments.

☒ Proposed street names in accordance with the city's street naming policy.

☐ Location and elevation of lakes, rivers, creeks, indicating the approximate high and low water elevations and identification of area within the 100-year floodplain.

☒ Vicinity map depicting one-mile radius of the parcel.

If appropriate, the subdivider shall provide additional preliminary plat information within the extraterritorial jurisdiction as follows:

☐ Soil report indicating suitability for septic tanks and building development.

☐ Capability of solid waste disposal.

☐ Plan to convert large residential lots, over 20,000 square feet, to average city size lots upon annexation.

☐ Statement of available water supply acceptable under state health department regulations.

☐ Assurance that the subdivision utility systems, including water, sewer, storm sewer and streets can be integrated into the city's system upon annexation and meet all standards.

☐ Statement from the owner assuring maintenance of all constructed improvements.

☐ Statement from the appropriate police and fire departments concerning the availability of services.

ORDINANCE NO. 1450

AN ORDINANCE ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, AND EXTENDING THE CORPORATE BOUNDARIES THEREOF.

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

WHEREAS, the City of Mandan, Morton County, North Dakota has determined it to be its interests to annex the hereinafter described property, which is contiguous to the City of Mandan, Morton County, North Dakota, but not embraced within the limits thereof, and has met all requirements as directed by Section 40-51.2-03 of the North Dakota Century Code.

SECTION 1. PROPERTY ANNEXED. The following described land is situated in the County of Morton, State of North Dakota, and contiguous to the corporate limits of the City of Mandan, North Dakota, and is hereby added to, taken into, annexed and made part of the City of Mandan, namely:

ALL OF ROCK PRAIRIE ESTATES ADDITION TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA IN SECTION 7, TOWNSHIP 139N, RANGE 81W.

AND

ALL THAT PART OF AUDITOR'S LOT H OF THE SW 1/4 OF SECTION 7, TOWNSHIP 139 NORTH, RANGE 81 WEST, MANDAN, MORTON COUNTY, NORTH DAKOTA—A STRIP OF LAND 30.00 FEET WIDE, 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE TERMINATION OF THE WESTERN CENTERLINE OF THE BLACKSTONE LANE NW RIGHT-OF-WAY OF ROCK PRAIRIE ESTATES ADDITION; THENCE NORTH 88 DEGREES 23 MINUTES 36 SECONDS WEST, A DISTANCE OF 876.79 FEET; THENCE SOUTH 66 DEGREES 42 MINUTES 24 SECONDS WEST, A DISTANCE OF 190.35 FEET; THENCE NORTH 23 DEGREES 17 MINUTES 36 SECONDS WEST, A DISTANCE OF 243.68 FEET, EXTENDING AND TRIMMING THE SIDELINES TO INTERSECT THE EAST LINE OF SAID ROCK PRAIRIE ESTATES.

SECTION 2. CORPORATE BOUNDARY EXTENDED. Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.

James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

First Consideration:
Second Consideration and Final Passage:
Recording Date:

July 2, 2024
July 16, 2024

ANNEXATION---AUDITOR'S LOT H—METES & BOUNDS

ALL THAT PART OF AUDITOR'S LOT H OF THE SW 1/4 OF SECTION 7, TOWNSHIP 139 NORTH, RANGE 81 WEST, MANDAN, MORTON COUNTY, NORTH DAKOTA—A STRIP OF LAND 30.00 FEET WIDE, 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE TERMINATION OF THE WESTERN CENTERLINE OF THE BLACKSTONE LANE NW RIGHT-OF-WAY OF ROCK PRAIRIE ESTATES ADDITION; THENCE NORTH 88 DEGREES 23 MINUTES 36 SECONDS WEST, A DISTANCE OF 876.79 FEET; THENCE SOUTH 66 DEGREES 42 MINUTES 24 SECONDS WEST, A DISTANCE OF 190.35 FEET; THENCE NORTH 23 DEGREES 17 MINUTES 36 SECONDS WEST, A DISTANCE OF 243.68 FEET, EXTENDING AND TRIMMING THE SIDELINES TO INTERSECT THE EAST LINE OF SAID ROCK PRAIRIE ESTATES.

ROCK PRAIRIE ESTATES ADDITION
BEING AUDITOR'S LOT H AND PART OF THE SW 1/4 OF
SECTION 7, TOWNSHIP 139 NORTH, RANGE 81 WEST
MANDAN, MORTON COUNTY, NORTH DAKOTA
PRELIMINARY PLAT & MASTERPLAN

MASTERPLAN:

APPROXIMATELY 40.0ACRES

EXISTING ZONING: A

PROPOSED ZONING: R3.2, R7, RM, CB

PRELIMINARY PLAT:

18.3 ACRES

34 LOTS

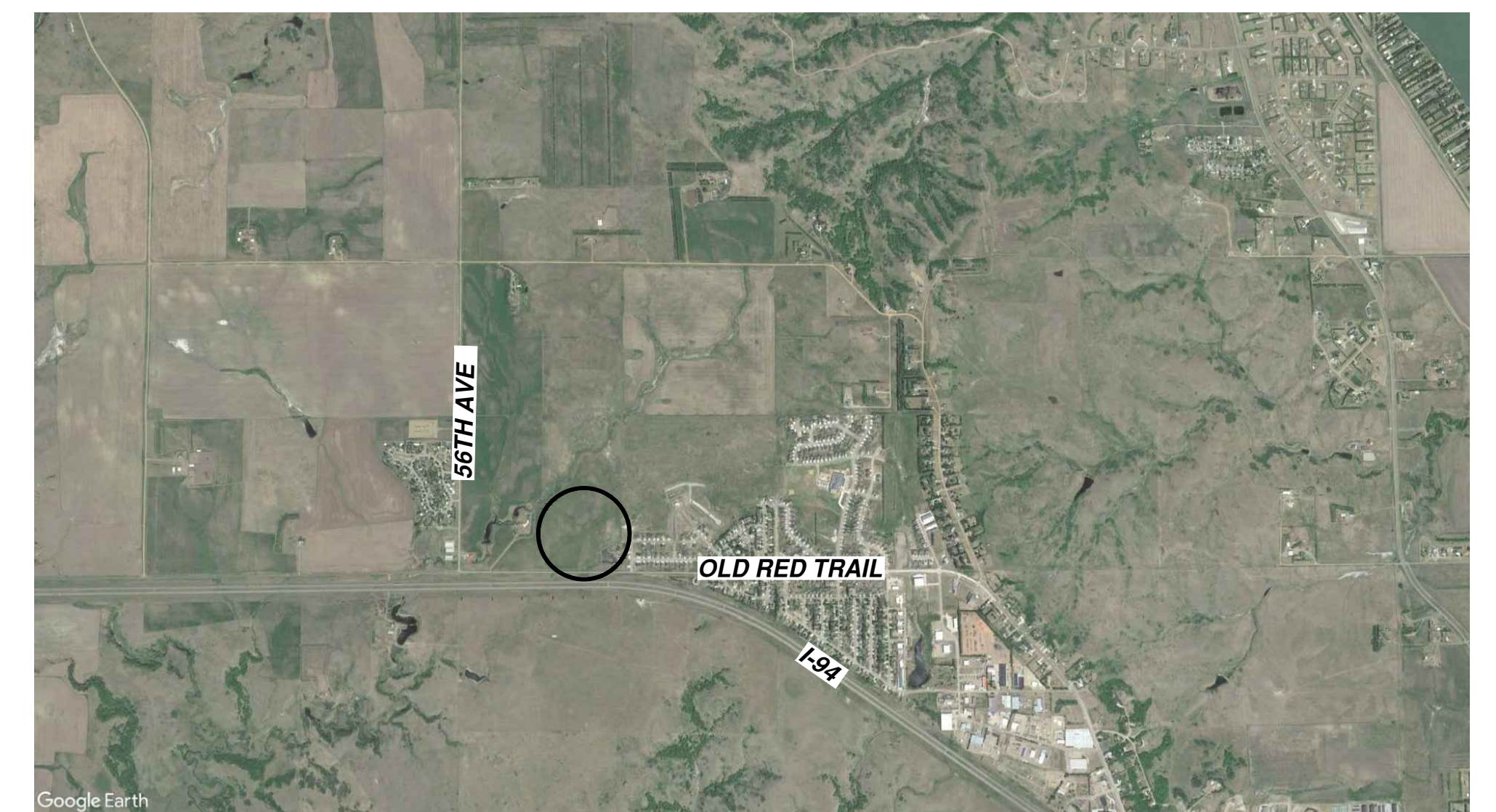
5 BLOCKS

OWNER:

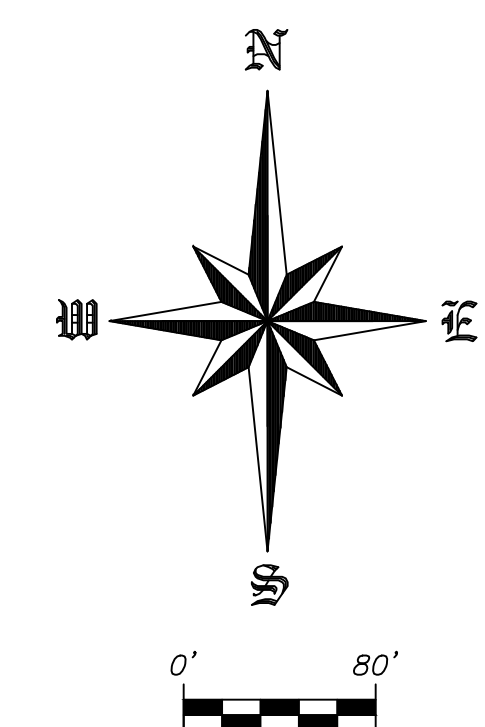
RED TRAIL HOLDINGS, LLC

5012 37TH AVE NW

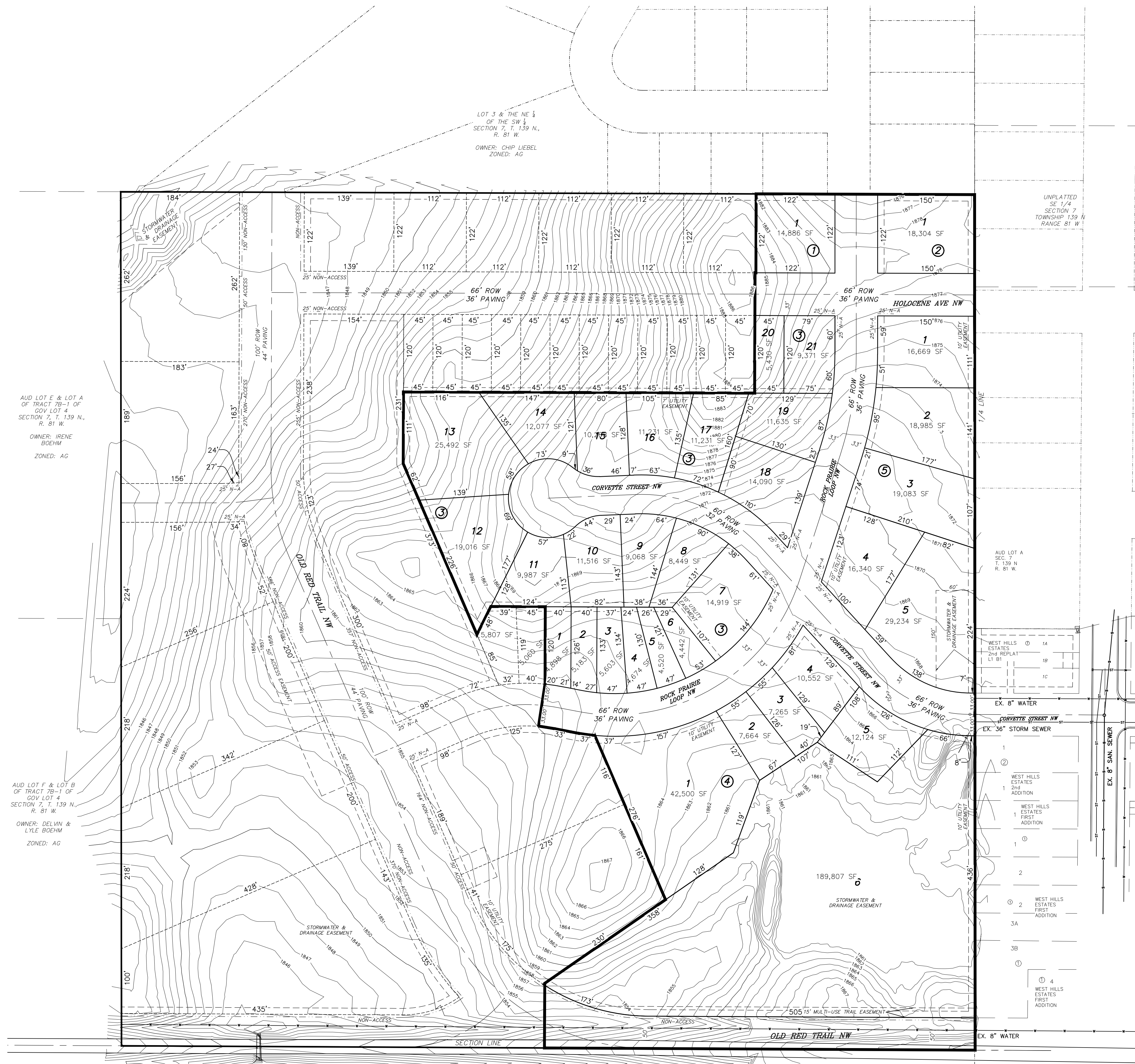
MANDAN, ND 58554



LOCATION MAP



SCALE - 1" = 80'
NOVEMBER 23, 2022



SWENSON, HAGEN & COMPANY P.C.

909 Basin Avenue
Bismarck, North Dakota 58504
sheng@swensonhagen.com
Phone (701) 223 - 2600
Fax (701) 223 - 2606

I certify that this instrument was filed and recorded.

Nancy Seefeldt, County Recorder Fee \$20.00

By Nancy Seefeldt July 14, 2022 9:03:36 AMReturn to:
CITY OF MANDAN
205 2ND AVE NWCounty Recorder 511292
Morton County
Mandan ND 58554
Page 1 of 2

MANDAN ND 58554

**ORDINANCE NO. 1400****AN ORDINANCE TO EXERCISE THE POWERS OF THE CITY AS
OUTLINED IN THE CODE OF ORDINANCES OF THE CITY OF
MANDAN, NORTH DAKOTA PART 1, ARTICLE 3 (O) RELATED TO
ANNEXATION**

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

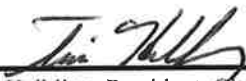
SECTION 1. PROPERTY ANNEXED. The following described land is situated in the County
of Morton, State of North Dakota, and contiguous to the corporate limits of the City of Mandan,
North Dakota, and is hereby added to, taken into, annexed and made part of the City of Mandan,
namely;

BEING PART OF AUDITOR'S LOT H AND PART OF THE SW 1/4 OF SECTION 7,
TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO
THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, DESCRIBED AS
FOLLOWS:

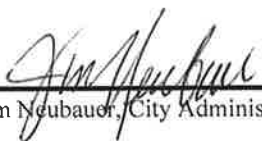
BEGINNING AT THE SE CORNER OF SAID SW 1/4; THENCE NORTH 89 DEGREES 42
MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SW 1/4, A
DISTANCE OF 665.99 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 36 SECONDS
EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 55 DEGREES 19 MINUTES 43
SECONDS EAST, A DISTANCE OF 308.41 FEET; THENCE NORTH 90 DEGREES 00
MINUTES 00 SECONDS WEST, A DISTANCE OF 138.94 FEET; THENCE NORTH 00
DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 206.31 FEET; THENCE
WESTERLY AND TO THE RIGHT, ON A 333.00 FOOT RADIUS CURVE, THE RADIUS
OF WHICH BEARS NORTH 01 DEGREE 07 MINUTES 43 SECONDS WEST, AN ARC
LENGTH OF 74.71 FEET; THENCE WESTERLY AND TO THE LEFT, ON A 967.00 FOOT
RADIUS CURVE, AN ARC LENGTH OF 50.92 FEET; THENCE NORTH 08 DEGREES 42
MINUTES 33 SECONDS EAST, A DISTANCE OF 66.00 FEET; THENCE NORTH 00
DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 129.13 FEET; THENCE
SOUTH 89 DEGREES 46 MINUTES 01 SECOND EAST, A DISTANCE OF 80.09 FEET;
THENCE NORTH 02 DEGREES 24 MINUTES 57 SECONDS WEST, A DISTANCE OF
141.50 FEET; THENCE SOUTH 87 DEGREES 35 MINUTES 03 SECONDS WEST, A

DISTANCE OF 40.00 FEET; THENCE NORTH 16 DEGREES 05 MINUTES 39 SECONDS WEST, A DISTANCE OF 61.75 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 57 SECONDS WEST, A DISTANCE OF 121.25 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECOND EAST, A DISTANCE OF 266.84 FEET; THENCE SOUTH 78 DEGREES 34 MINUTES 09 SECONDS EAST, A DISTANCE OF 56.83 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 59 SECONDS EAST, A DISTANCE OF 165.16 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 01 SECOND EAST, A DISTANCE OF 322.79 FEET TO THE EAST LINE OF SAID SW 1 /4; THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1166.75 FEET TO THE POINT OF BEGINNING.

SECTION 2. CORPORATE BOUNDARY EXTENDED. Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.



Tim Helbling, President, City Commission



Jim Neubauer, City Administrator

Planning & Zoning public hearing
First Consideration
Second Consideration

February 28, 2022
June 21, 2022
July 5, 2022



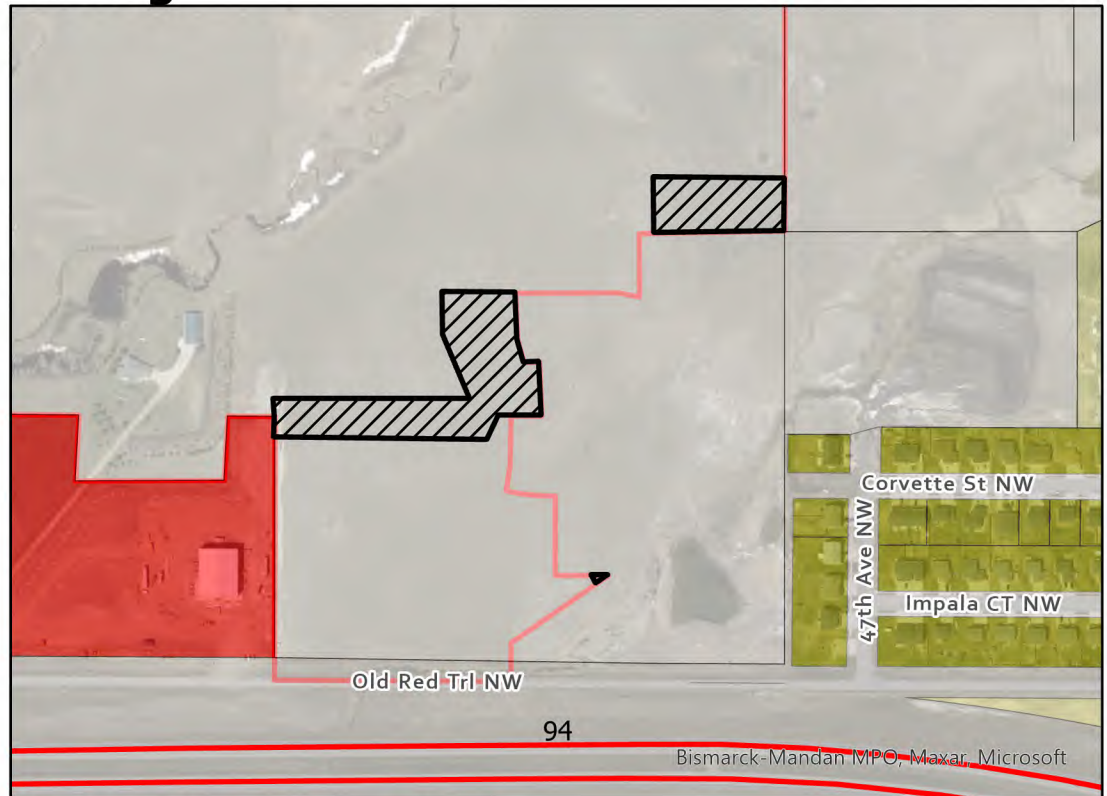
Zoning and Future Land Use Reference Map

Shores at Lakewood Phase 1 Replats

Zoning Map Key

- | | |
|---|---|
| Agriculture - City of Mandan | MHS - Trailer Park |
| Agriculture - Morton County | PUD - Planned Unit Development |
| CA - Neighborhood Commercial | R3.2 - Residential Single & Two Family |
| CB - Business Commercial | R7 - Residential Single Family |
| CC - Commercial/Light Industrial Transition | RH - Residential Mobile Home Park |
| DC - Downtown Core | RM - Residential Multi-family Dwellings |
| DF - Downtown Fringe | RMH - Residential Mobile Home Subdivision |
| Industrial - Morton County | Residential - County Residential Zoning |
| LSMHS - Trailer Park Subdivision | ROW - Right-of-Way |
| MA - Heavy Commercial/Light Industrial | City Limits |
| MB - Heavy Commercial/Heavy Industrial | Red: Band_1 |
| MC - Heavy Commercial/Light Industrial Restricted | Green: Band_2 |
| MD - Heavy Commercial/Heavy Industrial Restricted | Blue: Band_3 |
| | July '24 Planning Items |

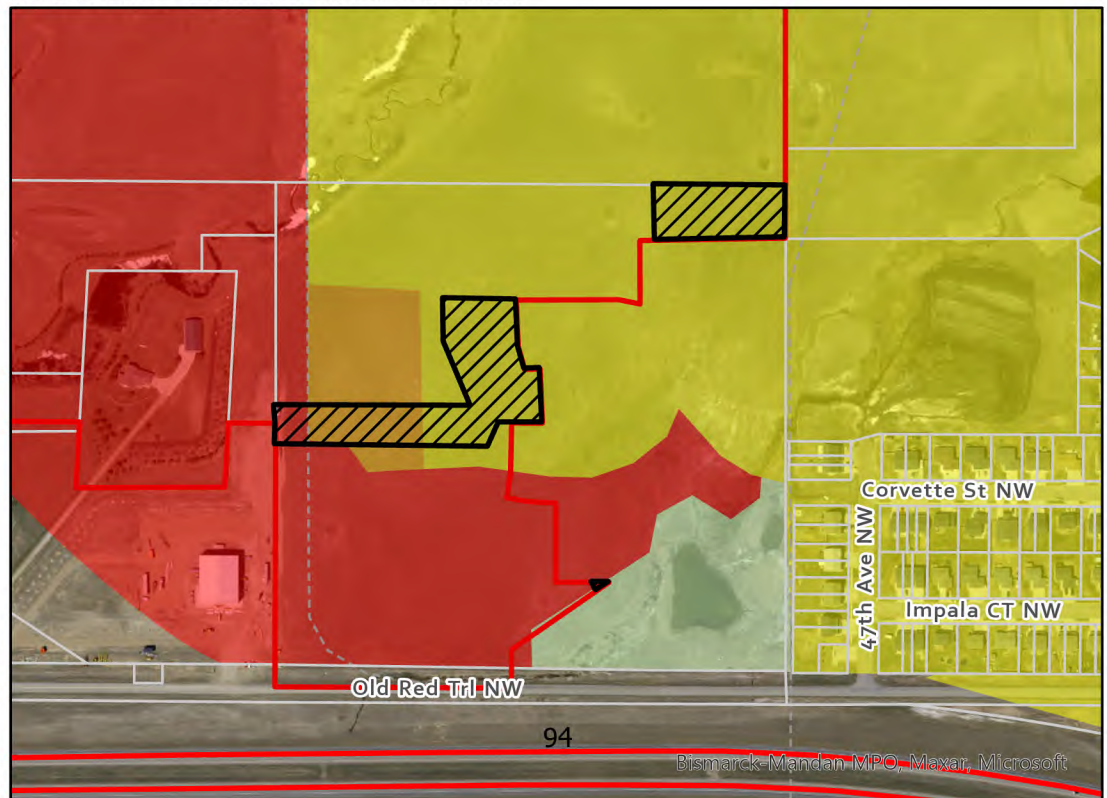
Zoning



Future Land Use Plan Key

- | |
|----------------------------|
| Rural Residential |
| Low Density Residential |
| Medium Density Residential |
| High Density Residential |
| Commercial |
| Industrial |
| Public/Semi-Public |
| Public Land |
| Park |
| Greenways |
| Open Space |
| Open Water |
| Parcels |
| City Limits |
| ETA Line |
| July '24 Planning Items |

Future Land Use Plan





City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 8, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Second Consideration of Ordinance No. 1449, related to the Annexation of the Heart River Correctional Center Property

STATEMENT/PURPOSE:

Second Consideration of Ordinance No. 1449, related to the Annexation of the Heart River Correctional Center Property

BACKGROUND/ALTERNATIVES:

The State of North Dakota has requested the annexation of the property designated for development as the Heart River Correctional Center into the City of Mandan's corporate limits. This property is located immediately west of the City of Mandan, across the Heart River from the Municipal Golf Course, and south of West Main Street/Highway 10. It is currently known locally as the youth correction center.

Project Overview

The proposed annexation encompasses 86.91 acres and is a logical extension of the City's corporate boundaries. The site for the Heart River Correctional Center already receives some municipal utilities, including water and wastewater, indicating some legacy involvement the City has in this property already. The proposed annexation would clarify jurisdictional responsibilities, ensuring that the City is responsible for providing services to this property.

Future steps for this project include preparing and reviewing a subdivision plat for the proposed facility. Construction is slated to commence in late fall 2024, with a completion date in 2026.

Approval of the annexation at this point is contingent upon the completion and approval of the platting process. City and County staff have discussed the proposed annexation, and no issues or objections have been received from Morton County. Additional aspects

of the development review may include zoning, floodplain/USACE/LHRWRD coordination, and others.

Adjacent Properties Zoning, Land Use, and Future Land Use

Properties to the north include the BNSF Railroad right-of-way and a mix of MA - Industrial zoned properties currently used for industrial purposes, along with some R3.2 - Residential zoned residences. To the east lies the Heart River. The USDA Great Plains Research Facility is situated to the south on land zoned A - Agriculture. To the west are agricultural properties used for ranching, also zoned A - Agriculture, which include some residences. The City's Future Land Use Plan has designated the subject property as public lands, as it is currently Federal and State-owned with limited private development expected. The land use plan is supportive of additional industrial development on land north of here, which is not expected to conflict with the land use proposed at the corrections center due to site plan controls and distance.

Findings of Fact Annexation

1. The City of Mandan and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by this annexation;
2. The proposed annexation is a contiguous extension of the current limits of the City of Mandan;
3. The proposed annexation is consistent with the general intent and purpose of the zoning ordinance;
4. The proposed annexation is consistent with the Future Land Use Plan, other adopted plans and policies, and accepted planning practice;
5. The proposed annexation would not adversely affect public health, safety and general welfare.

ATTACHMENTS:

1. DRAFT ANNEXATION ORDINANCE
2. Certificate of Survey
3. Location Map

FISCAL IMPACT:

N/a

STAFF IMPACT:

City Commission

Agenda Documentation

July 16, 2024

Subject: Second Consideration of Ordinance No. 1449, related to the Annexation of the Heart River Correctional Center Property

Page 3 of 3

N/a

LEGAL REVIEW:

This item has been reviewed as part of the agenda packet.

RECOMMENDATION:

Staff recommends approval of the second consideration of Ordinance no 1449. related to the annexation of the Heart River Correctional Center Property.

SUGGESTED MOTION:

I move to approve the second consideration of Ordinance no. 1449.

ORDINANCE NO. 1449

AN ORDINANCE ANNEXING CERTAIN ADJOINING LANDS TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, AND EXTENDING THE CORPORATE BOUNDARIES THEREOF.

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

WHEREAS, the City of Mandan, Morton County, North Dakota has determined it to be its interests to annex the hereinafter described property, which is contiguous to the City of Mandan, Morton County, North Dakota, but not embraced within the limits thereof, and has met all requirements as directed by Section 40-51.2-03 of the North Dakota Century Code.

SECTION 1. PROPERTY ANNEXED. The following described land is situated in the County of Morton, State of North Dakota, and contiguous to the corporate limits of the City of Mandan, North Dakota, and is hereby added to, taken into, annexed and made part of the City of Mandan, namely:

PARCEL "A" in the attached Certificate of Survey, and described as:

A PARCEL OF LAND LOCATED IN THE SOUTH HALF (S½) OF SECTION TWENTY-EIGHT (28) AND THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-THREE (33), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE EIGHTY-ONE WEST (R81W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THIRTY-THREE (33) BEING A FOUND REBAR AND CAP; THENCE N 89°15'50" E ALONG THE NORTH LINE OF SAID SECTION THIRTY-THREE (33), A DISTANCE OF 475.00 FEET TO THE POINT OF BEGINNING BEING A SET REBAR AND CAP LS-5466 ON THE EAST LINE OF DOMBECK INDUSTRIAL PARK FIRST ADDITION, AS RECORDED AT THE MORTON COUNTY RECORDER'S OFFICE PER DOCUMENT NUMBER 270271; THENCE N 00°16'02" W ALONG SAID EAST LINE AND LEAVING SAID NORTH LINE, A DISTANCE OF 113.52 FEET TO A SET REBAR AND CAP LS-5466 AT THE NORTHEAST CORNER OF SAID DOMBECK INDUSTRIAL PARK FIRST ADDITION ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD AT THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 4019.72 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, BEING SAID SOUTH RIGHT-OF-WAY OF SAID BURLINGTON NORTHERN RAILROAD, THOUGH A CENTRAL ANGLE OF 16°50'14" AND ARC LENGTH OF 1181.26 FEET TO A SET REBAR AND CAP LS-5466; THENCE CONTINUING N 78°48'44" E ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 1424.61 FEET TO THE WEST EDGE OF THE HEART RIVER; THENCE S 14°55'10" E ALONG SAID WEST EDGE OF SAID HEART RIVER LEAVING SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 214.67 FEET; THENCE CONTINUING S 10°54'24" E ALONG SAID WEST EDGE OF SAID HEART RIVER, A DISTANCE OF 210.25 FEET TO THE INTERSECTION OF SAID WEST EDGE OF SAID HEART RIVER AND SAID NORTH LINE OF SAID SECTION THIRTY-THREE (33); THENCE S 89°25'39" W ALONG SAID NORTH LINE LEAVING SAID WEST EDGE OF SAID HEART RIVER, A DISTANCE OF 479.85 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) BEING A FOUND BLM BRASS CAP; THENCE S 00°29'08" E LEAVING SAID NORTH LINE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW¼) OF SAID SECTION THIRTY-THREE (33), A DISTANCE OF 2039.66 FEET TO A SET REBAR AND CAP LS-5466; THENCE N 80°39'22" W LEAVING SAID EAST LINE, A DISTANCE OF 1000.00 FEET TO A SET REBAR AND CAP LS-5466; THENCE N 37°24'44" W, A DISTANCE OF 1576.94 FEET TO A SET REBAR AND CAP LS-5466; THENCE S 89°15'50" W PARALLEL TO SAID NORTH LINE OF SAID SECTION THIRTY-THREE (33), A DISTANCE OF 250.00 FEET TO A SET REBAR AND CAP LS-5466 AT THE SOUTHEAST CORNER OF SAID DOMBECK INDUSTRIAL PARK FIRST ADDITION; THENCE N 00°59'31" W ALONG THE EAST LINE OF SAID DOMBECK INDUSTRIAL PARK FIRST ADDITION, A DISTANCE OF 599.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 86.91 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

SECTION 2. CORPORATE BOUNDARY EXTENDED. Upon the taking effect of this Ordinance, the corporate limits and boundary lines of the City of Mandan shall thereafter include said lands.

James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

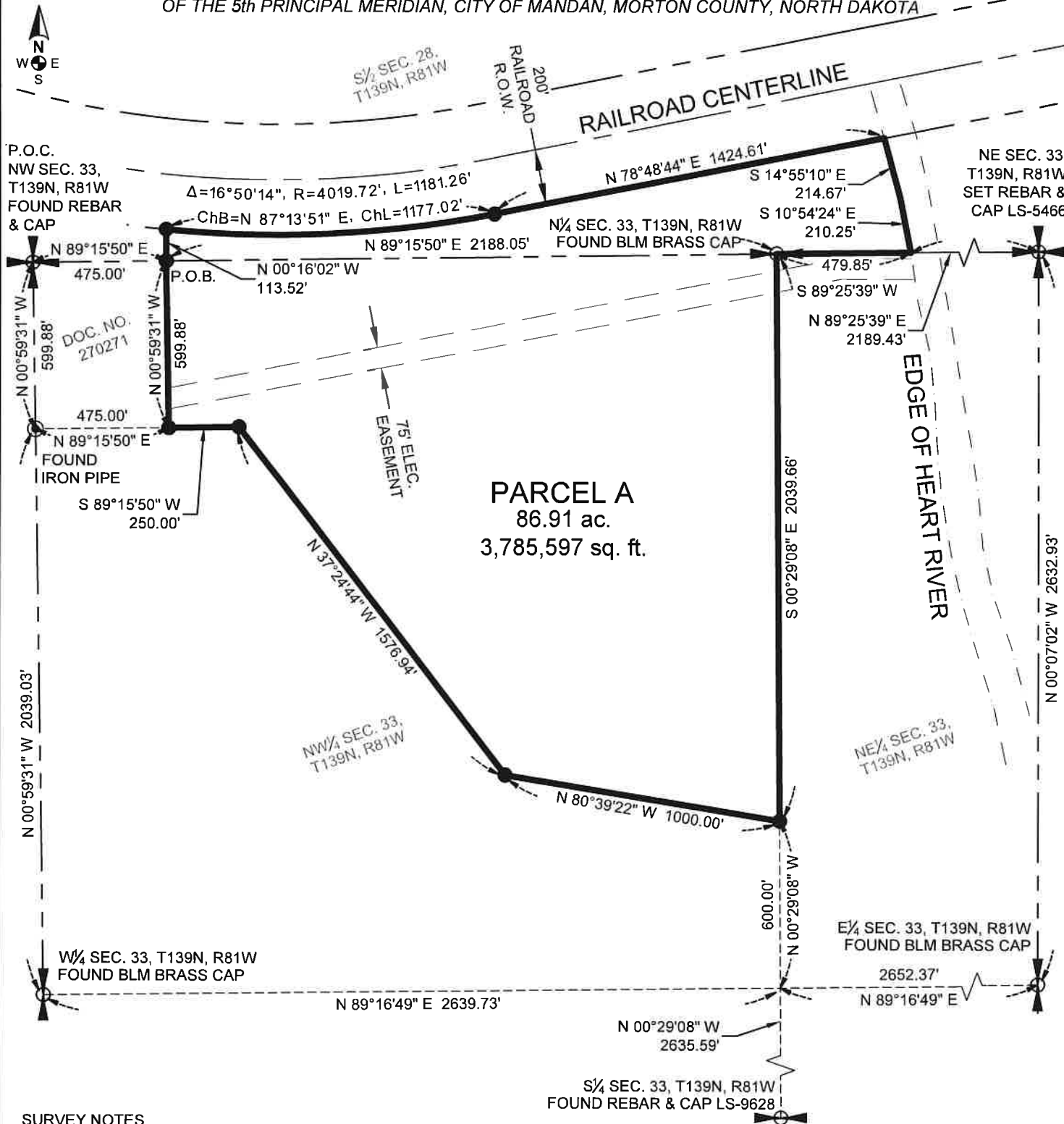
First Consideration:
Second Consideration and Final Passage:
Recording Date:

July 2, 2024

July 16, 2024

CERTIFICATE OF SURVEY

PARCEL A, PORTIONS OF THE S½ SECTION 28 & NW¼ SECTION 33, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA



PARCEL A
86.91 ac.
3,785,597 sq. ft.

SURVEY NOTES

- DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH LINE OF THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-THREE (33) WITH THE BEARING BEING N 89°15'50" E, THAT WAS LOCATED BY A GPS OBSERVATION FROM LAT: N46°48'55.39287" / LONG: W100°54'36.90148", BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.

LEGEND

- PROPERTY BOUNDARY
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT
- EDGE OF WATER
- SECTION CORNER
- QUARTER CORNER
- FOUND PROPERTY CORNER
- SET #5-18" REBAR & CAP STAMPED "HIGHLANDS LS-5466"
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.



HIGHLANDS
ENGINEERING

OFFICE: 701.483.2444
WWW.HIGHLANDSENG.COM

0 500'
SCALE: 1" = 500'

SURVEY REQUESTED BY: STATE OF NORTH DAKOTA

PROJECT NUMBER: 231257

SCALE: 1"=500'

DRAWN BY: AJA

DATE: 05/02/24

SHEET NUMBER:

1 of 2

CERTIFICATE OF SURVEY

PARCEL A, PORTIONS OF THE S½ SECTION 28 & NW¼ SECTION 33, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

PARCEL "A" BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF (S½) OF SECTION TWENTY-EIGHT (28) AND THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-THREE (33), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE EIGHTY-ONE WEST (R81W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THIRTY-THREE (33) BEING A FOUND REBAR AND CAP; THENCE N 89°15'50" E ALONG THE NORTH LINE OF SAID SECTION THIRTY-THREE (33), A DISTANCE OF 475.00 FEET TO THE POINT OF BEGINNING BEING A SET REBAR AND CAP LS-5466 ON THE EAST LINE OF DOMBECK INDUSTRIAL PARK FIRST ADDITION, AS RECORDED AT THE MORTON COUNTY RECORDER'S OFFICE PER DOCUMENT NUMBER 270271; THENCE N 00°16'02" W ALONG SAID EAST LINE AND LEAVING SAID NORTH LINE, A DISTANCE OF 113.52 FEET TO A SET REBAR AND CAP LS-5466 AT THE NORTHEAST CORNER OF SAID DOMBECK INDUSTRIAL PARK FIRST ADDITION ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD AT THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 4019.72 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, BEING SAID SOUTH RIGHT-OF-WAY OF SAID BURLINGTON NORTHERN RAILROAD, THOUGH A CENTRAL ANGLE OF 16°50'14" AND ARC LENGTH OF 1181.26 FEET TO A SET REBAR AND CAP LS-5466; THENCE CONTINUING N 78°48'44" E ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 1424.61 FEET TO THE WEST EDGE OF THE HEART RIVER; THENCE S 14°55'10" E ALONG SAID WEST EDGE OF SAID HEART RIVER LEAVING SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 214.67 FEET; THENCE CONTINUING S 10°54'24" E ALONG SAID WEST EDGE OF SAID HEART RIVER, A DISTANCE OF 210.25 FEET TO THE INTERSECTION OF SAID WEST EDGE OF SAID HEART RIVER AND SAID NORTH LINE OF SAID SECTION THIRTY-THREE (33); THENCE S 89°25'39" W ALONG SAID NORTH LINE LEAVING SAID WEST EDGE OF SAID HEART RIVER, A DISTANCE OF 479.85 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION THIRTY-THREE (33) BEING A FOUND BLM BRASS CAP; THENCE S 00°29'08" E LEAVING SAID NORTH LINE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW¼) OF SAID SECTION THIRTY-THREE (33), A DISTANCE OF 2039.66 FEET TO A SET REBAR AND CAP LS-5466; THENCE N 80°39'22" W LEAVING SAID EAST LINE, A DISTANCE OF 1000.00 FEET TO A SET REBAR AND CAP LS-5466; THENCE N 37°24'44" W, A DISTANCE OF 1576.94 FEET TO A SET REBAR AND CAP LS-5466; THENCE S 89°15'50" W PARALLEL TO SAID NORTH LINE OF SAID SECTION THIRTY-THREE (33), A DISTANCE OF 250.00 FEET TO A SET REBAR AND CAP LS-5466 AT THE SOUTHEAST CORNER OF SAID DOMBECK INDUSTRIAL PARK FIRST ADDITION; THENCE N 00°59'31" W ALONG THE EAST LINE OF SAID DOMBECK INDUSTRIAL PARK FIRST ADDITION, A DISTANCE OF 599.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 86.91 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.



I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

SURVEY REQUESTED BY: STATE OF NORTH DAKOTA		
PROJECT NUMBER:	231257	SCALE.: N/A
DRAWN BY:	AJA	DATE: 05/02/24
SHEET NUMBER:	2 of 2	



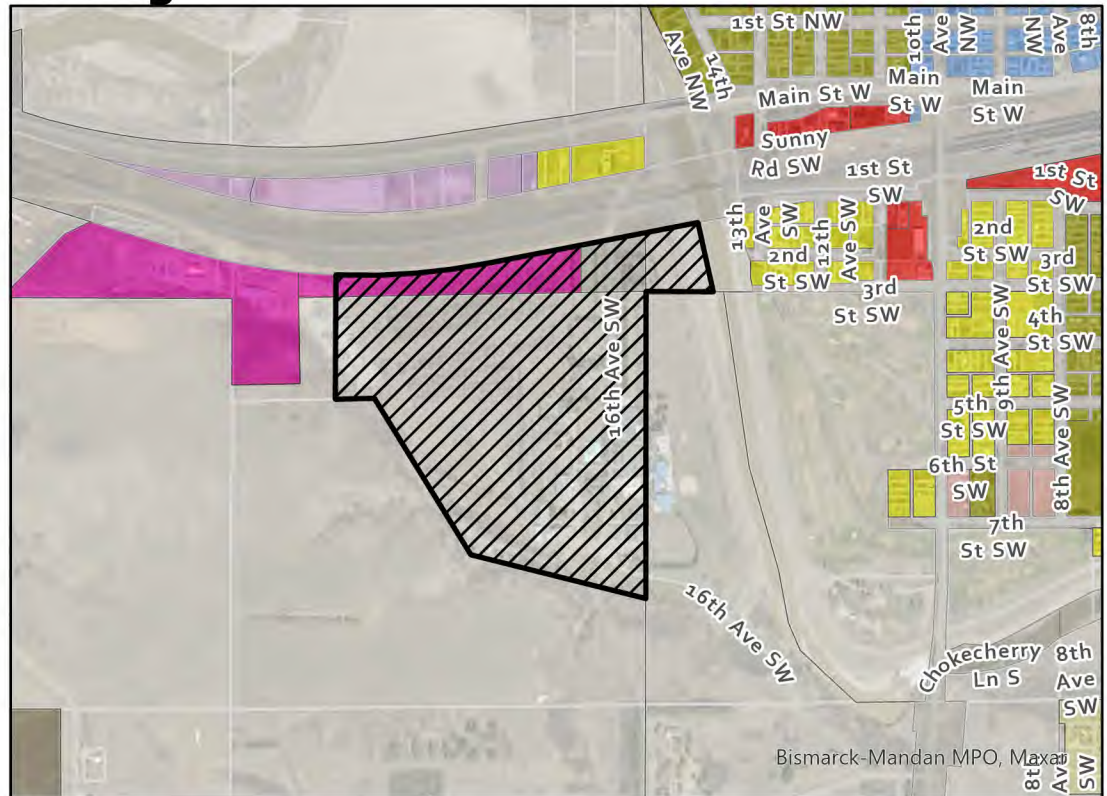
Zoning and Future Land Use Reference Map

Heart River Annexation

Zoning

Zoning Map Key

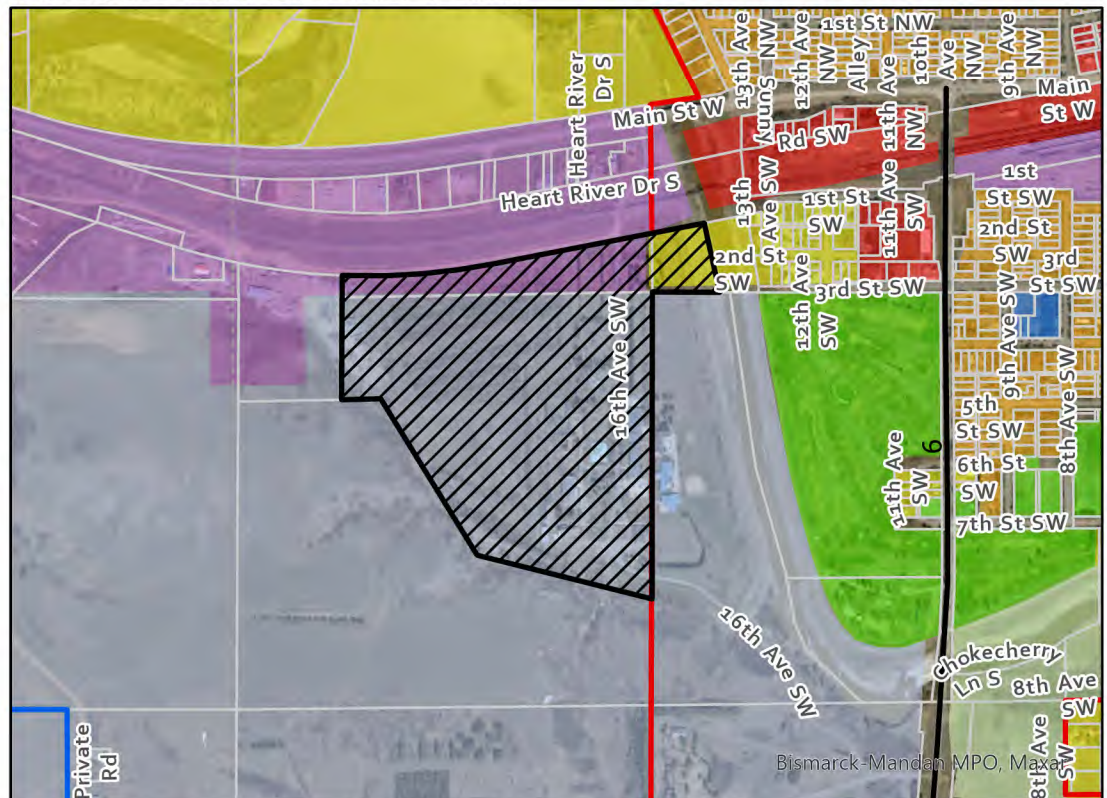
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- RM - Residential Multi-family Dwellings
- RMH - Residential Mobile Home Subdivision
- Residential - County Residential Zoning
- ROW - Right-of-Way
- Parcels
- June '24 Planning Items



Future Land Use Plan Key

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Industrial
- Public/Semi-Public
- Public Land
- Park
- Greenways
- Open Space
- Open Water
- Parcels
- City Limits
- ETA Line
- June '24 Planning Items

Future Land Use Plan





City Commission

Agenda Documentation

MEETING DATE: July 16, 2024
PREPARATION DATE: July 10, 2024
SUBMITTING DEPARTMENT: Building Inspection
DEPARTMENT DIRECTOR: Jordan Singer
PRESENTER: Jordan Singer, Building Official
SUBJECT:

STATEMENT/PURPOSE:

To amend section 2-3-3 of the Mandan Code of Ordinance

BACKGROUND/ALTERNATIVES:

In the interest of staff meetings, we would like to include engineering and fire department staff to step in for the City Engineer and Fire Chief during meetings for the Mandan Architectural Review Commission meetings

ATTACHMENTS:

1. Ordinance 1451 - MARC(18594507.1)

FISCAL IMPACT:

none

STAFF IMPACT:

LEGAL REVIEW:

sent for legal review

RECOMMENDATION:

To approve the first consideration of Ordinance 1451

SUGGESTED MOTION:

I move to approve the first consideration of Ordinance 1451 related to Section 2-3-3 of the Mandan code of ordinance

City Commission

Agenda Documentation

July 16, 2024

Subject: First Consideration of Ordinance 1451 to amend the Mandan Code of Ordinances Section 2-3-3

Groups created by ordinance, related to word changes to the Mandan Architectural Review Commission

Page 2 of 2

ORDINANCE NO. 1451

An Ordinance to Amend and Re-enact
Section 2-3-3(1) of the Mandan Code of Ordinances,
Relating to the Mandan Architectural Review Commission

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

Sec. 2-3-3. – Groups created by ordinance.

The city has created several permanent groups by ordinance:

- (1) *Architectural review commission.* The Mandan Architectural Review Commission was established by ordinance to provide review of building permit applications. The architectural review commission consists of nine members, including the city building official, fire chief (or the fire chief's qualified staff designee), and city engineer (or the city engineer's qualified staff designee). The remaining six members are appointed by the board of city commissioners and, whenever possible, shall be residents of the city, business owners/operators in the city, or owners of property within the city. The board, when making appointments, shall strive to include members of the design and construction industries or other related professions.

By: _____
James Froelich, President, Board of
City Commissioners

Attest:

James Neubauer, City Administrator

First Consideration: July 16, 2024
Second Consideration and Final Passage: _____