



**AGENDA
CITY COMMISSION
NOVEMBER 19, 2024
ED “BOSH” FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

The public may access the LIVE meeting at:

Watch & Listen

Government Access (Midcontinent) cable channels 2 & 602 HD Streaming LIVE at: tinyURL.com/FreeTV-602 and on Roku or Apple TV

Or Telephone: +1 312 626 6799

Webinar ID: 873 8758 6621

Listen

Radio Access 102.5 FM

RadioAccess.org

Web: <https://us02web.zoom.us/j/87387586621>

A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Holiday Lights on Main & Upcoming Mandan Progress Organization events
2. Small Business Saturday, Nov. 30
3. Introduce new Permit Technician Brittany Thomas

D. APPROVAL OF AGENDA

E. MINUTES

1. *Consider approval of the minutes from the Nov. 5, 2024 Board of City Commissioners regular meeting*

F. PUBLIC HEARING

1. Consider a zone change from MA - Industrial to CB - Commercial for Helblings 7th Addition

G. BIDS

H. CONSENT AGENDA

1. Consider approval of monthly bills
2. Church of St Joseph Mandan Trustee Inc. 2024 Abatement Application
3. Assessing Department Budget Transfer
4. Consider approval of Administrative Assistant (Assessing) job description
5. Consider approval of the special event permit for Grand Lighting of Lights on Main/Santa's arrival
6. Consider approval of the special event permit for the North Dakota Santa Run

I. OLD BUSINESS

J. NEW BUSINESS

1. Consider approval for the purchase of Airburner-FireboxS220 from General Services Administration (GSA)
2. *Consider acceptance as the Subgrantee for a Federal Emergency Management Agency 2022 grant for the Lower Heart River Flood Risk Reduction Project*

K. RESOLUTIONS AND ORDINANCES

1. First Consideration of Ordinance 1458, a zone change from MA - Industrial to CB - Commercial for Helbling 7th Addition
2. Second Consideration of Ordinance 1457 related to Keidel Estates Annexation

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- December 3, 2024 at 5:30 p.m.
- December 17, 2024 at 5:30 p.m.
- January 7, 2025 at 5:30 p.m.

N. ADJOURN

The Mandan City Commission met in regular session at 5:30 PM on November 5, 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 Mike Braun, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer, Finance Director Welch, Assessor Markley, Human Resource Director Berger, Engineering Director Wigness, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Planner Stromme and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

D. APPROVAL OF AGENDA Commissioner Braun moved and Commissioner Sjoberg seconded to approve agenda as presented. Roll Call vote: Aye 4, Nay 0 None, Absent Dennis Rohr. The motion passed.

E. MINUTES

1. *Consider approval of the minutes from the Oct. 15, 2024 Board of City Commissioners regular meeting.* Commissioner Braun moved and Commissioner Heinsohn seconded to approve minutes as presented. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.

F. PUBLIC HEARING

1. *Consider a request for a minor plat to be named Kendalls Addition, and Annexation Ordinance 1457 for Lots 4A and 4B, Block 1, Keidel Estates First Addition.* Planner Stromme presented the item. 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. Commissioner Heinsohn moved and Commissioner Braun seconded to approve the minor plat for Kendalls Addition. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.

2. *Public Hearing for Street Improvement District 239 - Memorial Highway.* Engineer Wigness presented the item. Insufficient protests to prevent the project from moving forward. Mayor Froelich opened the public hearing and invited the public to come forward to comment. Scott Berger, Dwayne Wahl, Bill Stork, Randy Rhone, Maria Higgins, Annette Behm-Caldwell, Kasie Haibeck, and Cody Stern spoke to oppose the special assessments. A second and third invitation for comment was given. Hearing none, the public hearing closed. Commissioner Sjoberg moved, and Commissioner Braun seconded to approve the resolution determining the insufficiency of protest for Street Improvement District 239. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.

G. BIDS

1. *Consider Old Red Trail Shared Use Path Mill & Overlay bids.* Engineer Wigness presented the item. Commissioner Braun moved and Commissioner Sjoberg seconded to approve to award the bid to Strata Corporation, as presented. Roll Call vote: Aye 4, Nay 0 None, Absent Dennis Rohr. The motion passed.

H. CONSENT AGENDA

1. *Consider appointing a member of the Civil Service Commission.*
 2. *Consider proclaiming Nov. 30, 2024 as "Small Business Saturday" in the city of Mandan.*
 3. *Consider State Water Commission Cost Share Amendment request for Memorial Highway.*
 4. *Consider approval of Urban Grant Program application.*
 5. *Consider Final Plat for Mandan Industrial Park 14th Addition.*
 6. *Consider a request for a final plat for Biwer Subdivision.*
 7. *Consider application for local raffle permit application for Mandan Backboard Boosters Girls Basketball Club.*
 8. *Consider Gaming Site Authorization for Mystic Athletic Club at Ten Spot Lanes.*
 9. *Consider acceptance of ND Dept of Emergency Services State Homeland Security Grant.*
- Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve consent agenda items 1-9. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.

I. OLD BUSINESS

J. NEW BUSINESS

1. *Consider Engineering Service Agreement to complete the design of 8th Ave NW and 27th Street.* Engineer Wigness presented the item. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve Task Order 8 with Moore Engineering for Design Engineering Services for Mandan Urban Roads Project – 8th Ave NW Phase II. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.
2. *Consider Cost Participation and Maintenance Agreement for Memorial Highway Project.* Engineer Wigness presented the item with three suggested motions. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve to enter into the cost participation and maintenance agreement as presented. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.
Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve the \$3M of American Rescue Plan Act (ARPA) funds for water and sanitary sewer. Roll Call vote: Aye 4, Nay 0 None, Absent Dennis Rohr. The motion passed.
Commissioner Heinsohn moved and Commissioner Sjoberg seconded the \$600,000 in ARPA funds that will be committed to the capital for Water & Sewer Utility Fund infrastructure improvements included in the City's Capital Improvement Program. Roll Call vote: Aye 4, Nay 0 None, Absent Dennis Rohr. The motion passed.
3. *Helbling Land LLP Application for Property Tax Exemption for Improvements to Commercial & Residential Buildings North Dakota Century Code 57-02.2.* Assessor Markley presented the item. Commissioner Sjoberg moved and Commissioner Braun seconded to approve the Application for Property Tax Exemption for Improvements at 408 5th Ave SE. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.

K. RESOLUTIONS AND ORDINANCES

1. *Consider Resolution of Governing Body for State Revolving Fund loan applications.* Engineer Wigness presented the item. Commissioner Braun moved and Commissioner Heinsohn seconded to approve the presented Resolution related to SRF loan applications. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.

2. *Second consideration of Ordinance 1455 for Mandan Industrial Park 14th Addition.* Planner Stromme presented the item. Commissioner Sjoberg moved and Commissioner Braun seconded to approve the second and final consideration for Mandan Industrial Park 14th Addition. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.

3. *Second consideration of Ordinance 1456, an Exclusion/De-Annexation for Biwer Subdivision.* Planner Stromme presented the item. Commissioner Heinsohn moved and Commissioner Braun seconded to approve the second and final consideration of Ordinance No. 1456 for Biwer Subdivision. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.

4. *Consider resolution determining insufficiency of protest for Street Improvement District 239 - Memorial Highway.*

5. *First Consideration of Keidel Estates Annexation Ordinance 1457.* Planner Stromme presented the item. Commissioner Braun moved and Commissioner Sjoberg seconded to approve the first consideration of Ordinance 1457. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Rohr. The motion passed.

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

November 19, 2024 at 5:30 p.m..

December 3, 2024 at 5:30 p.m..

December 17, 2024 at 5:30 p.m..

N. ADJOURN There being no other business to come before the Board, Commissioner Braun moved and Commissioner Sjoberg seconded to adjourn at 07:20 PM. Roll Call vote: Aye 4, Nay 0, Absent 1 Dennis Rohr. 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: November 19, 2024
PREPARATION DATE: November 6, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Consider a zone change from MA - Industrial to CB - Commercial for Helblings 7th Addition

STATEMENT/PURPOSE:

Consider a zone change from MA - Industrial to CB - Commercial for Helblings 7th Addition

BACKGROUND/ALTERNATIVES:

Helbling Land Company requests a zone change for a portion of the property within Helbling 7th Addition. This request pertains to one of the lots included in the recently approved Helbling 7th Minor Plat, which was recently approved by the City Commission. The plat approval included the use of a vacated right-of-way, but the zone change required a separate review schedule and is therefore following behind. While minor plats and right-of-way vacations are only addressed during City Commission meetings, a zone change necessitates separate notice and public hearings by both the Planning and Zoning and City Commissions.

Property Details and Zoning History

The property in question is Lot 8, Block 1, Helbling's 2nd Addition, which, along with Lots 9 and 1, Block 1, is being consolidated from three separate lots and an undeveloped right-of-way into one lot (Lot 1, Block 1, Helbling's 7th Addition). Historically, the area has featured two zoning distinctions: CB - Commercial on the east and west sides, and a narrow section of MA - Industrial. According to city records, these zoning classifications were applied in the 1980s. The property was developed in 1980.

Zone Change

City staff supports the proposed zone change as it simplifies the zoning designations for this property. Although the existing land use and proposed CB - Commercial zoning may initially seem in conflict with the current land use plan, which designates this property as future medium-density residential, the change is justified when considered

through a more granular planning perspective. The CB - Commercial zoning could accommodate future residential development on this lot, and the existing commercial use has the potential to serve the surrounding residential neighborhood. Staff affirms that there are no changes in land use proposed by this zone change, rather that this is a clean-up effort associated with a plat.

Additionally, the city's land use plan encourages the identification and creation of commercial nodes within residential areas, making this property an existing example of such integration.

To clarify city records, the vacated right-of-way along 5th Avenue SE, which borders both CB - Commercial and MA - Industrial zones, is included in the zone change ordinance. The portion adjacent to Lot 1 of Helblings 2nd Addition will be designated as CB - Commercial, while the portion next to Lot 2, currently zoned MA - Industrial, will be designated as MA - Industrial.

The Planning and Zoning Commission considered this request at its October 28, 2024 meeting and recommends approval.

Adjacent Properties Zoning, Land Use, and Future Land Use

The properties to the south are zoned MC - Industrial and MA - Industrial, and are used for Retail and Service B. To the west, the properties are zoned R3.2 - Residential and used for low-density housing. To the north, the properties are zoned CC - Commercial, serving as convenience retail. To the east is a Manufactured Home Park, zoned MA - Industrial. The future land use plan calls for medium-density residential.

Findings of Fact

Zone Change

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 zone change;
2. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance;
3. The proposed zoning change is generally consistent with the Future Land Use Plan, other adopted plans and policies, and accepted planning practice;
4. The proposed zoning change would not adversely affect public health, safety and general welfare.

ATTACHMENTS:

1. Application
2. draft Ordinance
3. Helbling 7th Addition
4. Location Map

FISCAL IMPACT:

N/a

STAFF IMPACT:

N/a

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends conducting a public hearing for the zone change. Approval of the first consideration of the zone change may be made under Resolutions and Ordinances No. 1.

SUGGESTED MOTION:

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)	
Combine 8 lots into 2 lots in Helbling's 2nd Addition & change zoning lines to match new lot lines	

Engineer/Surveyor			Property Owner or Applicant		
Name Mark R. Isaacs, RLS - ILSE, Inc.			Name L & H Manufacturing, Inc. & Helbling Land Company		
Address 4215 Old Red Trail NW			Address 410 6th Street SE		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
email mark@ilsurveynd.com			email corralrv@midco.net		
Phone 701-595-2079		Fax	Phone 701-663-9538		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	MA & CB	MA & CB	Helblings 7th Addition
Property Address				Legal Description		
612 3rd St. SE, Mandan, ND				Lots 1, 2, 3, 7, 8, 9, 10, & 12, Block 1 in		
Current Use						
Commercial				Helbling's 2nd Addition in the Northeast Quarter		
Proposed Use						
Commercial				Section 34	Township 139	Range 81
Parcel Size	Building Footprint	Stories	Building SF	Required Parking		Provided Parking
3.52 Acres						

Print Name	Signature	Date
Tim Helbling, Managing Partner for Helbling Land Co.	<i>X</i>	
Donald W. Helbling, President L&H Manufacturing, Inc.	<i>X</i>	DATE
Office Use Only		
Date Received:	Initials: <i>Ym</i>	Fees Paid: \$ 600.00
Notice in paper	Mailed to neighbors	Date 9-30-2024
☐ Approved	Approved with conditions:	
☐ Denied		

ORDINANCE NO. XXXX

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as High Density Residential; and

WHEREAS, Adjacent properties to the north are zoned CB-Business, to the west zoned R3.2 - Residential, to the east zoned MA – Heavy Commercial/Light Industrial, and to the south MA – Heavy Commercial/Light Industrial. The MA – Heavy Commercial/Industrial zoning & CB - Business would be appropriate; and

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

SECTION 1. ZONING AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

LOTS 1-3, 7-10, & 12, BLOCK 1, HELBLINGS 2ND ADDITION (TO BE PLATTED AS HELBLINGS 7TH ADDITION) OF SECTION 34, TOWNSHIP 139N, RANGE 81W, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 3.52 ACRES, MORE OR LESS.

- Lot 1, Block 1, Helblings 7th Addition shall be zoned CB – Business, and Lot 2, Block 1, Helblings 7th Addition shall be included in the MA – Heavy Commercial/Industrial District.

SECTION 2. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

James Froelich, President
Board of City Commissioners

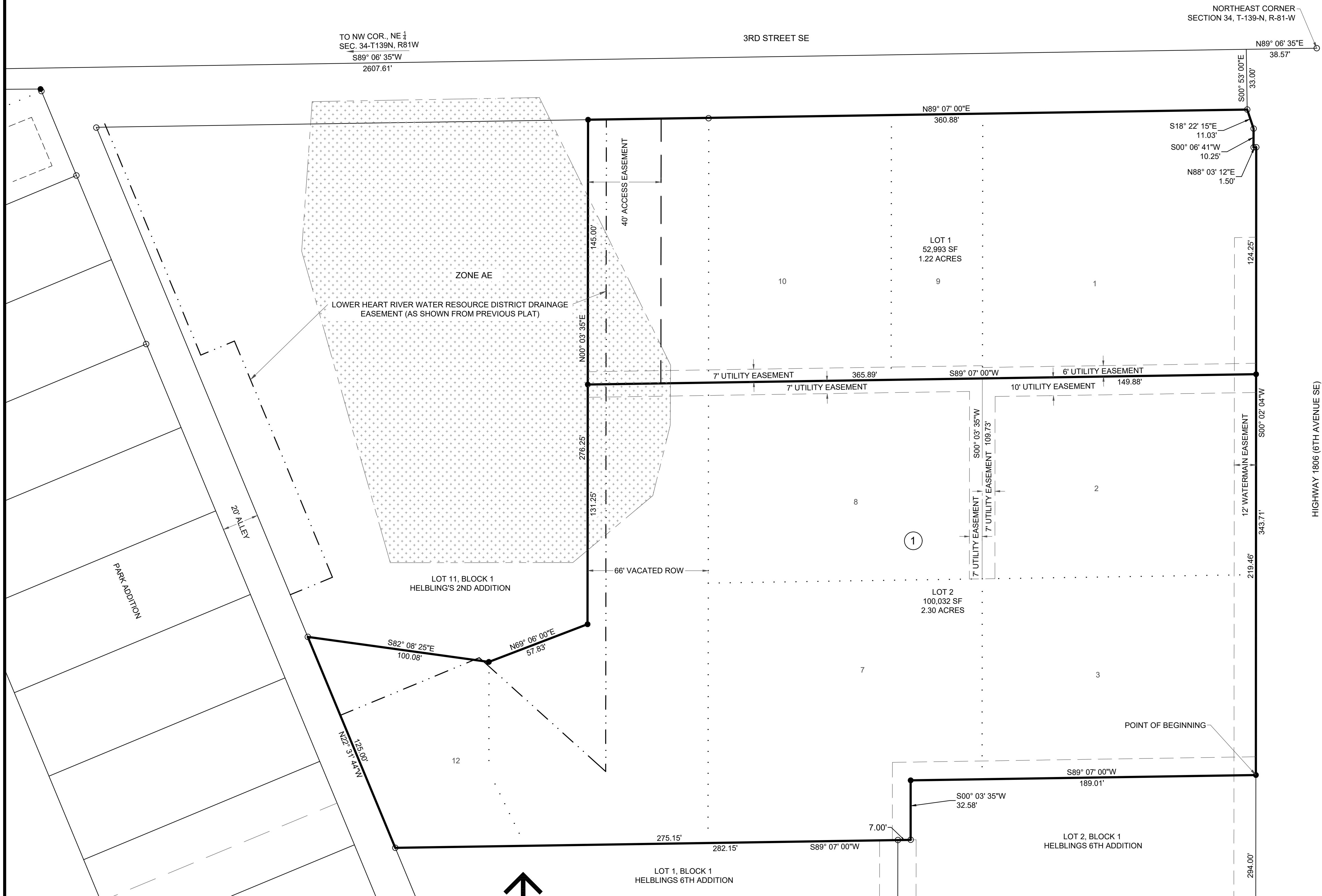
Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission:
First Consideration:
Second Consideration and Final Passage:

October 28, 2024
November 19, 2024
December 3, 2024

HELBLINGS 7TH ADDITION
TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
LOTS 1, 2, 3, 7, 8, 9, 10, & 12, BLOCK 1 HELBLINGS 2ND ADDITION
AND VACATED RIGHT OF WAY ALL IN THE NE 1/4 OF SECTION 34, T139N, R81W

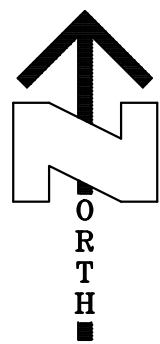


AREA TABLE

LOT 1	1.22 ACRES (52,993 SF)
LOT 2	2.30 ACRES (100,032 SF)
TOTAL	3.52 ACRES (153,025 SF)

LEGEND

- FOUND SURVEY MONUMENT
- SET CAPPED REBAR "LS-9628"
- VACATED LOT LINE



SCALE: 1" = 30'

DATE: AUGUST 28TH, 2024

VERTICAL DATUM - NAVD 1988.

BASED ON NORTH DAKOTA SOUTH ZONE-NAD83, INTERNATIONAL FEET.

MEASUREMENTS HAVE BEEN ESTABLISHED BY RTK FROM THE "BSMK" CORS STATION AND ARE REPORTED IN GRID.

NOTES:

- BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENTS.
- SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
- THE 40' ACCESS EASEMENT IS FOR THE BENEFIT OF LOTS 1 AND 2, BLOCK 1.
- A PORTION THIS PROPERTY, SHOWN HEREON, IS SITUATED WITHIN "ZONE AE" OF THE 100 YEAR FLOOD PLAIN. FEMA PANEL 38059C0485E, EFFECTIVE DATE: OCTOBER 16, 2015. BASE FLOOD ELEVATION = 1635.

OWNER:
HELBLING LAND COMPANY
PO BOX 639
MANDAN, ND 58554

OWNER:
L & H MANUFACTURING, INC.
410 6TH STREET SE
MANDAN, ND 58554

SITE ADDRESS:
410 6TH STREET SE
MANDAN, ND 58554

PROPERTY DESCRIPTION

LOTS 1, 2, 3, 7, 8, 9, 10, AND 12, BLOCK 1 IN HELBLING'S 2ND ADDITION TO THE CITY OF MANDAN AND VACATED RIGHT OF WAY, ALL SITUATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89° 07' 00" WEST A DISTANCE OF 189.01 FEET; THENCE SOUTH 00° 03' 35" WEST A DISTANCE OF 32.58 FEET; THENCE SOUTH 89° 07' 00" WEST A DISTANCE OF 282.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 22° 31' 44" WEST ON THE WEST LINE OF SAID LOT 12 A DISTANCE OF 125.00 FEET TO THE SOUTH WEST CORNER OF LOT 11 IN HELBLING'S 2ND ADDITION; THENCE SOUTH 82° 08' 25" EAST A DISTANCE OF 100.08 FEET; THENCE NORTH 69° 06' 00" EAST A DISTANCE OF 57.83 FEET; THENCE NORTH 00° 03' 35" EAST A DISTANCE OF 276.25 FEET TO THE SOUTH RIGHT OF WAY OF 3RD STREET; THENCE NORTH 89° 07' 00" EAST ON SAID SOUTH LINE A DISTANCE OF 360.88 FEET TO THE WEST RIGHT OF WAY OF 6TH STREET; THENCE SOUTH 18° 22' 15" EAST ON SAID WEST RIGHT OF WAY LINE A DISTANCE OF 11.03 FEET; THENCE SOUTH 00° 06' 41" WEST ON SAID WEST RIGHT OF WAY LINE A DISTANCE OF 10.25 FEET; THENCE NORTH 88° 03' 12": EAST ON SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1.50 FEET; THENCE SOUTH 00° 02' 04" WEST ON SAID WEST RIGHT OF WAY LINE A DISTANCE OF 343.71 FEET TO THE POINT OF BEGINNING, CONTAINING 3.52 ACRES (153,025 SQUARE FEET), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MARK R. ISAACS, A NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 9628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE A SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT; FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDREDTHS OF FEET THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF; FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 9628

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED, BEING SOLE OWNERS OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATERLINES, SIDEWALKS, AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATION AS "UTILITY EASEMENT".

WE, DO HEREBY DEDICATE A 40 FOOT ACCESS EASEMENT FOR THE BENEFIT OF LOTS 1 AND 2, BLOCK 1, WHICH WILL RUN WITH THE LANDS.

DONALD W. HELBLING
L & H MANUFACTURING CO., INC.

TIM HELBLING, MANAGING PARTNER
HELBLING LAND COMPANY, LLP
LOT 1 & 2, BLOCK 1

SUBSCRIBED AND SWORN BEFORE ME, AND NOTARY PUBLIC, THIS ____ DAY OF _____, 20__.

____ NOTARY PUBLIC.

APPROVAL OF THE BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, 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 THE ____ DAY OF _____, 20__.

JIM NEUBAUER - CITY ADMINISTRATOR

JAMES FROELICH - PRESIDENT OF THE BOARD
OF CITY COMMISSIONERS

I, JAREK WIGNESS, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA, HEREBY APPROVES "HELBLINGS 7TH ADDITION" OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS, PE

HELBLINGS 7TH ADDITION
LOTS 1,2,3,7,8,9,10,&12,BLOCK 1
HELBLINGS 2ND ADDITION
MANDAN, NORTH DAKOTA

SHEET: 1 OF 1 JOB NUMBER: 24019
SCALE: 1"= 30' DWG REVISION DATES
DRAWN BY: MRI
DWG DATE: 8/28/24
DWG NAME:24019 Helbling 7th Addition.dwg

Independent
Land
Surveying &
Engineering

4215 Old Red Trail NW
Mandan, ND 58554
Phone: 701-663-5184
Cell: 701-595-2079
mark@isurveynd.com



Zoning and Future Land Use Reference Map

Helbling 7th

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
- Zone Change Area

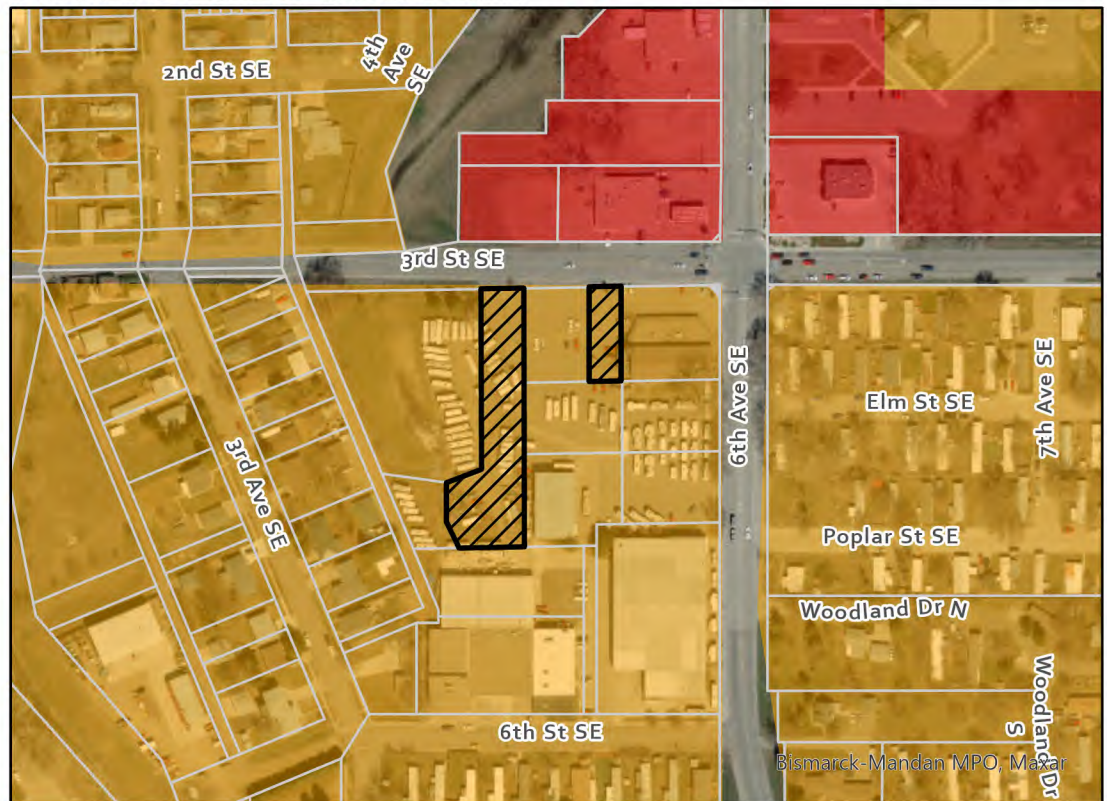


Bismarck-Mandan MPO, Maxar, Microsoft

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
- Zone Change Area

Future Land Use Plan



Bismarck-Mandan MPO, Maxar



N



City Commission

Agenda Documentation

MEETING DATE: November 19, 2024
PREPARATION DATE: November 1, 2024
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Church of St Joseph Mandan Trustee Inc. 2024
Abatement Application

STATEMENT/PURPOSE:

To consider Application of Taxes for the property purchased on September 6, 2024 by Church of St Joseph Mandan Trustee Inc located at 311 1st Avenue NE.

BACKGROUND/ALTERNATIVES:

The parcel is also known as parcel #65-2659000 with a legal description of E 75' Lot 1 Block 35 Mandan Proper.

ATTACHMENTS:

1. North Dakota Century Code 57-02-41
2. St Joseph Abatement Application-Signed
3. St Joseph Application for Property Tax

FISCAL IMPACT:

2024 All taxing entities = \$624, City Share = \$142

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 and is exempt from taxation. Submitted for review to Attorney Oster.

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the

2024 abatement application for Church of St Joseph Mandan Trustee Inc. at 311 1st Avenue NE.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2024 Abatement Application for Church of St Joseph Mandan Trustee Inc. at 311 1st Avenue NE.

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

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. 65-2659000

Name CHURCH OF ST JOSEPH MANDAN TRUSTEE INC

Telephone No. _____

Address PO BOX 1575, BISMARCK, ND 58502-0000

Legal description of the property involved in this application:

E 73' LOT 1 BLOCK 35 MANDAN PROPER

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

Land \$ 29,800

Improvements \$ 103,300

Total \$ 133,100

(1)

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

Land \$ 19,800

Improvements \$ 68,900

Total \$ 88,700

(2)

The difference of \$ 44,400.00 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 \$ _____ 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 prorate the 2024 value. Property was purchased 9/6/2024. Doc #521295

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 10-31-24

Application For Property Tax Exemption

This application must be filed with the assessor every year by February 1 of the year for which the exemption is claimed.

Property Number: 65-2659000

Property Owner: CHURCH OF ST JOSEPH MANDAN TRUSTEE INC

Property Address: 311 1 AVE NE

Mailing Address: PO BOX 1575

BISMARCK, ND 58502-0000

Legal Description:

E 73' LOT 1 BLOCK 35 MANDAN PROPER

Date property was acquired: _____ Market value of property claimed exempt \$ _____

Exemption Claimed Pursuant to One of the Following Sections of the North Dakota Century Code:

- ☐ 1. N.D.C.C § 57-02-08(9), property used exclusively for public worship or property belonging to a religious organization and used for religious purposes: Church ☐ Parsonage ☐ Other (attach explanation) ☐
- ☐ 2. N.D.C.C § 57-02-08(8), property owned by an institution of public charity and used for the charitable purposes for which it was organized: Public Hospital ☐⁽¹⁾ Nursing Home ☐⁽¹⁾ Other (attach explanation) ☐⁽¹⁾
- ☐ 3. N.D.C.C § 57-02-08(11), property owned by nonprofit lodges, clubs, etc. and used for their meetings and ceremonies:
a. If licensed to sell alcoholic beverages, describe each area of the building where these beverages are sold or consumed.

b. If food is sold, describe each area of the building where the food is sold or consumed.

- ☐ 4. N.D.C.C § 57-02-08(20), buildings owned and occupied as a homestead by one of the following:
a. Paraplegic Disabled Veteran or Veteran awarded specially adapted housing or unmarried surviving spouse ☐⁽²⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾
b. Permanently and Totally Disabled Person Confined to a Wheelchair or unmarried surviving spouse ☐⁽²⁾
- ☐ 5. N.D.C.C § 57-02-08(22), buildings owned by a blind person and/or spouse and occupied as a home by the blind person. ⁽²⁾
- ☐ 6. N.D.C.C § 57-02-08(26), buildings owned and occupied as a homestead by a paraplegic disabled person or unmarried surviving spouse. ⁽²⁾⁽³⁾
- ☐ 7. N.D.C.C § 57-02-08(31), group homes owned by nonprofit corporations.
- ☐ 8. N.D.C.C § 57-55-10, mobile home is exempt or the provisions of N.D.C.C ch. 57-55 apply.
- ☐ 9. N.D.C.C § _____ Subsection _____

For what purpose(s) was the property used during the 12-month period prior to the year for which this exemption is claimed? (Note: Be specific. If there were several types of use, indicate such usages by square foot areas of the building and floor location. If additional space is needed, attach another sheet.) _____

Is any income derived from the use of any portion of this property by other individuals or groups, whether considered as rent or reimbursement for expenses or services rendered? Yes ☐ No ☐ If Yes, give details. _____

(1) Provide a current copy of organizational documents supporting claim (e.g. articles of incorporation and by-laws, etc.) if claiming exemption for the first time or upon request.

(2) Provide an affidavit or physician's certificate if claiming exemption for the first time.

(3) Provide an annual statement that previous year's income did not exceed the amount provided in N.D.C.C § 57-02-08.1.

(4) Provide a copy of the DD form 214 showing veteran's honorable discharge from active military service if claiming exemption for the first time.

(5) Provide evidence from the Department of Veterans Affairs showing award of specially adapted housing if claiming exemption for this status for the first time.

(6) A person shall furnish to the assessor or other assessment officials when requested to do so any information that is believed will support the claim for exemption for a subsequent year.

I (We) make application for real property tax exemption for the year 2024 on the property described above and, in compliance with North Dakota Century Code § 57-02-14.1, certify the information is accurate to the best of my (our) knowledge and belief.

Note: N.D.C.C § 12.1-11-02 provides that making a false statement in a governmental matter is punishable as a Class A misdemeanor.


Applicant

10-31-24
Date

Application is: Approved ☐ Disapproved ☐

Assessor or Director of Tax Equalization

Date



City Commission

Agenda Documentation

MEETING DATE: November 19, 2024
PREPARATION DATE: November 7, 2024
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Transfer of funds from Assessing Department 2024 Budget to 2025 Budget.

STATEMENT/PURPOSE:

Consider the request for the transfer of funds from the Assessing department 2024 budget to the 2025 budget.

BACKGROUND/ALTERNATIVES:

There has been a significant increase in the amount of Homestead Credit Applications and Abatements filed for the Homestead Credit qualifications that were updated in 2023. The Assessing Department has budgetary savings in 2024 which could be transferred to the 2025 budget to hire a temporary Administrative Assistant-Credit Processor.

Approximately 350 applications were processed in 2022.

Approximately 330 applications were processed in 2023.

Over 717 applications were processed in 2024.

These estimates do not include abatement applications we assisted the property owners file with Morton County.

ATTACHMENTS:

None

FISCAL IMPACT:

Consider the request for the transfer of funds from the Assessing department 2024 budget to the 2025 budget.

STAFF IMPACT:

This is a new temporary seasonal position to be filled from January–April 2025. Work will be reviewed by Assessing staff. Filling this position will allow the rest of the

Assessing Department staff to complete setting the 2025 assessments.

LEGAL REVIEW:

N/A

RECOMMENDATION:

To approve the transfer of \$11,100 from the Assessing Department 2024 Budget to the 2025 Budget.

SUGGESTED MOTION:

I move to approve the transfer of \$11,100 from the Assessing Department 2024 Budget to the 2025 Budget.



City Commission

Agenda Documentation

MEETING DATE: November 19, 2024
PREPARATION DATE: November 8, 2024
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Amy Berger, HR Director
SUBJECT: Consider approval of Administrative Assistant (Assessing) job description

STATEMENT/PURPOSE:

To approve the Administrative Assistant (Assessing) job description

BACKGROUND/ALTERNATIVES:

There has been a significant increase in the amount of Homestead Credit's in the Assessing office.
Applications and Abatements filed for the Homestead Credit qualifications that were updated in 2023. The Assessing Department has budgetary savings in 2024 which could be transferred to the 2025 budget to hire a temporary Administrative Assistant-Credit Processor.
Approximately 350 applications were processed in 2022.
Approximately 330 applications were processed in 2023.
Over 717 applications were processed in 2024.
These estimates do not include abatement applications we assisted the property owners file with Morton County.

This is a request for the job description to be approved for the new temporary seasonal position to be filled from January–April 2025.
Filling this position will allow the rest of the Assessing Department staff to complete setting the 2025 assessments.

ATTACHMENTS:

1. CA06 - Administrative Assistant

FISCAL IMPACT:

Budget request transfer from savings of 2024 to support the temporary position.

This position is a Grade 12. Starting salary for this grade in 2025 is \$21.66/hour.

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

To approve the job description as presented.

SUGGESTED MOTION:

I move to approve the Administrative Assistant job description as presented.

City of Mandan
Administrative Assistant-Credit Processor (CA/6)

Revised:	November 2024
Department:	Assessing
Reports to:	City Assessor
Grade	12
Dept. Manager Signature:	
Human Resources Signature:	
Finance Director Signature:	
City Administrator Signature:	
Employee Signature:	

JOB SUMMARY

This position provides administrative support for the work of the City Assessor's Office.

MAJOR DUTIES

- Provides information and assistance to property owners as it relates to Homestead Credits, Veterans Credits, Abatements for Credits and Primary Residence Credits.
- Enters and updates Homestead Credits and Veterans Credits information in the computer-aided mass-appraisal (CAMA) system.
- Prepares and mails a variety of correspondence to property owners for Homestead Credits, Veterans Credits.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern office principles and practices.
- Knowledge of customer service principles and practices.
- Knowledge of computers and job-related software programs.
- Skill in the use of copiers, printers, and other office equipment.
- Skill in interpersonal relations and in dealing with the public.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The City Assessor assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and

propriety of the final results.

GUIDELINES

Guidelines include city codes and department policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related administrative and customer service duties. Strict deadlines contribute to the complexity of the position.
- The purpose of this position is to provide administrative support for the work of the City Assessor's Office. Success in this position contributes to the efficiency and effectiveness of office operations.

CONTACTS

- Contacts are typically with co-workers, other city personnel, and the general public.
- Contacts are typically to provide services, to give or exchange information, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, bending, crouching, walking, or stooping. The employee occasionally lifts light and heavy objects.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Ability to read, write and perform customer and clerical service, and mathematical calculations at a level commonly associated with completion of high school or equivalent.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.



City Commission

Agenda Documentation

MEETING DATE: November 19, 2024
PREPARATION DATE: November 8, 2024
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the special event permit for Grand Lighting of Lights on Main/Santa's arrival

STATEMENT/PURPOSE:

Consider approval of the special event permit for Grand Lighting of Lights on Main/Santa's arrival

BACKGROUND/ALTERNATIVES:

Grand Lighting of the Mandan Holiday Lights on Main at 6pm on November 29, 2024. Santa's arrival at 1pm with activities from 1-5pm. Request road closure of the 400 block of Main from 5pm to 10pm on November 29, 2024. Request road closure of the 300 and 400 blocks of Main Street from 7am to 5pm on November 30, 2024. All City of Mandan Departments reviewed and signed off on this event. See attached Special Event Permit.

ATTACHMENTS:

1. 2024 Grand Lighting and Santa's Arrival Permit - signed

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend the approval of the special event permit for Grand Lighting of Lights on

City Commission

Agenda Documentation

November 19, 2024

Subject: Consider approval of the special event permit for Grand Lighting of Lights on Main/Santa's arrival

Page 2 of 2

Main/Santa's arrival.

SUGGESTED MOTION:

I move to approve of the special event permit for Grand Lighting of Lights on Main/Santa's arrival.

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: 11/1/2023

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: Matt Schanandore
Driver's License Number: SCH-83-6204 State ND
Date of Birth: 7/10/1983 Phone Number: 701-934-4540 Email: matt@mandanprogress.org
Address: 2209 Westview Pl SE City: Mandan State: ND 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: 411 West Main St City: Mandan State: ND Zip: 58554
Corporation/Organization: Mandan Progress Organization State of Incorporation: _____
Tax ID #: 45-0439012 501(c)3 #: _____ City Sales Tax ID #: _____
Have you ever coordinated/promoted another event/s? ☒ YES ☐ NO

If yes, please provide the following:

Last event/s Location: Buggies and Blues, Mandan Rodeo Days Parade, Touch a Truck Date: May June, July 2023
Contact Name: Matt Schanandore Phone: 701-751-2983
E-mail Contact: Matt@mandanprogress.org

Section 2 – Event Information

Event Name: Grand Lighting of Lights on Main/Santa Arrival Anticipated Daily Attendance: 1000-2000
Event Date(s): Nov 29th & 30th Set-up Date: Nov 29th Hours: 7am - 12pm
Hours of event each day: Nov 29th 5pm - 10pm Nov 30th 1pm to 5pm
(begin and end times)
Take Down Date(s): Nov 30th Hours: 5pm
E-Mail address for public information: Matt@mandanprogress.org
WEB address for public information: www.visitmandan.com
Location of Event/physical address: Heritage Park, NP Depot, NP Beanery, Dykshoorn Park, Morton/Mandan Library
Sponsors of the Event: Mandan Progress Organization
Brief Description of Event:
Grand Lighting of the Mandan Holiday Lights on Main - taking place at 6pm on Nov 29th. speakers, lighting and music/hot chocolate
Santa's Arrival - Main St. 1pm parade from West Side of Bravera Bank to NP Depot. Wagon and Horses with Santa. Activities from 1pm to 5pm at Dykshoorn Park and the Library.
*** Evening of the 29th request the closure of the 400 hundred block of Main from 3rd Ave NW to 4th Ave NW from 5pm to 10pm
*** Daytime of the 30th request the closure of the 300 and 400 hundred blocks of Main from 2nd Ave NW to 4th Ave NW from 7am to 5pm

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? I Heart Media _____

TV: ☒ Yes ☐ No What Stations? KXMB TV _____

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

Press Releases: ☒ Yes ☐ No How many? 2 _____

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: _____

(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: _____

Contact phone: _____

Restroom Accommodations: _____

Number of required portable toilets: _____

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 Custer Health that indicates the site plan has been reviewed and the required number of proper sanitation facilities is attendance.

Company Contact name: Spiffy Biffs Arranged by MPO
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: _____
Contact phone: _____

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: 300 & 400 block 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 Dykshoorn & Heritage 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?

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

If yes, who provided the training: _____

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: _____

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?

Armstrong Sanitation Dumpsters and Totes in the Park - Arranged by the MPO

(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 (Nov 8, 2024 07:16 CST)	<u>11/08/2024</u> Date	☒ Approved	☐ Denied	☐ Conditional—See Narrative
Fire Department				
<u>Patrick Haug</u> Patrick Haug (Nov 8, 2024 07:33 CST)	<u>1/08/2024</u> Date	☒ Approved	☐ Denied	☐ Conditional—See Narrative
Police Department				
<u>Jack Wigness</u> Jack Wigness (Nov 8, 2024 06:54 CST)	<u>11/08/2024</u> Date	☒ Approved	☐ Denied	☐ Conditional—See Narrative
Engineering Department				
<u>Brian Dirk</u> Brian Dirk (Nov 8, 2024 06:54 CST)	<u>11/08/2024</u> Date	☒ Approved	☐ Denied	☐ Conditional—See Narrative
Public Works				

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.

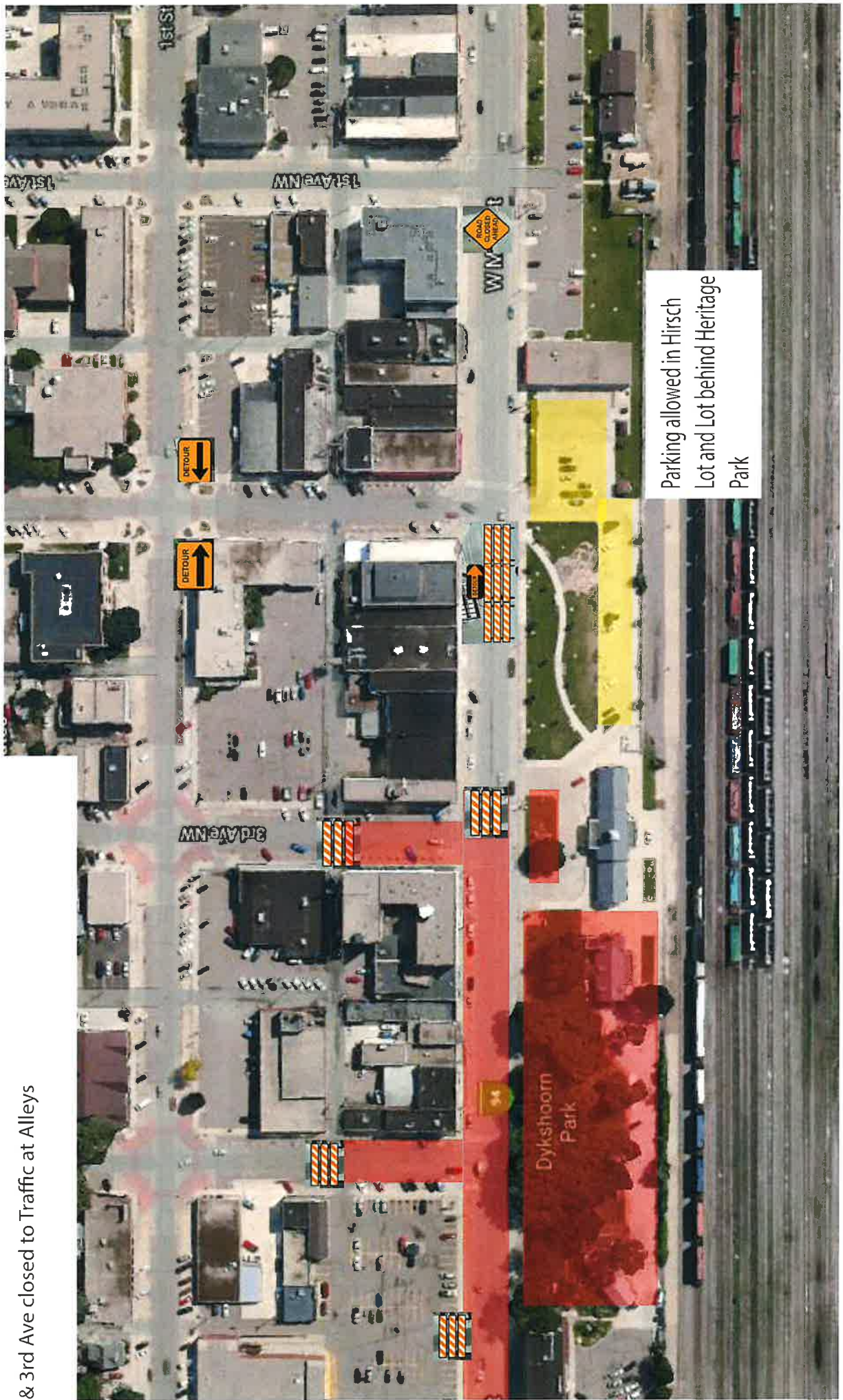
(Code 1979, § 9-01-01; Code 1994, § 20-09-02; Ord. No. 658, § 1, 1982; Ord. No. 789, § 1-3, 1991)

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)

& 3rd Ave closed to Traffic at Alleys



Parking allowed in Hirsch
Lot and Lot behind Heritage
Park

e's Closed to Traffic at Alleys



2024 Grand Lighting and Santa's Arrival Permit

Final Audit Report

2024-11-08

Created:	2024-11-07
By:	Tasha Scott (tasha.scott@mandanpd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKqHwBWwyWIGk9dKdSraqhHsQR-4R2LMR

"2024 Grand Lighting and Santa's Arrival Permit" History

-  Document created by Tasha Scott (tasha.scott@mandanpd.com)
2024-11-07 - 10:18:55 PM GMT
-  Document emailed to Pat Haug (phaug@mandanpd.com) for signature
2024-11-07 - 10:19:05 PM GMT
-  Document emailed to Brian Dirk (brian.dirk@cityofmandan.com) for signature
2024-11-07 - 10:19:05 PM GMT
-  Document emailed to Mitch Bitz (mbitz@cityofmandan.com) for signature
2024-11-07 - 10:19:05 PM GMT
-  Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature
2024-11-07 - 10:19:05 PM GMT
-  Email viewed by Brian Dirk (brian.dirk@cityofmandan.com)
2024-11-08 - 12:53:52 PM GMT
-  Document e-signed by Brian Dirk (brian.dirk@cityofmandan.com)
Signature Date: 2024-11-08 - 12:54:21 PM GMT - Time Source: server
-  Email viewed by Mitch Bitz (mbitz@cityofmandan.com)
2024-11-08 - 1:15:55 PM GMT
-  Signer Mitch Bitz (mbitz@cityofmandan.com) entered name at signing as Mitch L. Bitz
2024-11-08 - 1:16:45 PM GMT
-  Document e-signed by Mitch L. Bitz (mbitz@cityofmandan.com)
Signature Date: 2024-11-08 - 1:16:47 PM GMT - Time Source: server
-  Email viewed by Pat Haug (phaug@mandanpd.com)
2024-11-08 - 1:31:28 PM GMT

 Signer Pat Haug (phaug@mandanpd.com) entered name at signing as Patrick Haug
2024-11-08 - 1:33:14 PM GMT

 Document e-signed by Patrick Haug (phaug@mandanpd.com)
Signature Date: 2024-11-08 - 1:33:16 PM GMT - Time Source: server

 Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)
2024-11-08 - 3:10:43 PM GMT

 Document e-signed by Jarek Wigness (jarek.wigness@cityofmandan.com)
Signature Date: 2024-11-08 - 3:11:35 PM GMT - Time Source: server

 Agreement completed.
2024-11-08 - 3:11:35 PM GMT



City Commission

Agenda Documentation

MEETING DATE: November 19, 2024
PREPARATION DATE: November 8, 2024
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the special event permit for the North Dakota Santa Run

STATEMENT/PURPOSE:

Consider approval of the special event permit for the North Dakota Santa Run

BACKGROUND/ALTERNATIVES:

Santa Run is a 5k charity run for the Mandan Progress Organization and Hope Manor bringing awareness to addiction recovery services in the Bismarck, Mandan area. 500–600 Runners dressed in Santa Suits will run a 5k on Main St. to 10th Ave NW, through neighborhoods around Mary Stark Elementary and then back to Dykshoorn Park. All City of Mandan Departments reviewed and signed off on this event. See attached special event application.

ATTACHMENTS:

1. Santa Run Special Event Permit - signed

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the special event permit for the North Dakota Santa Run.

City Commission

Agenda Documentation

November 19, 2024

Subject: Consider approval of the special event permit for the North Dakota Santa Run

Page 2 of 2

SUGGESTED MOTION:

I move to approve the special event permit for the North Dakota Santa Run.

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: 11/1/2023

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: Matt Schanandore
Driver's License Number: SCH-83-6204 State ND
Date of Birth: 7/10/1983 Phone Number: 701-934-4540 Email: matt@mandanprogress.org
Address: 2209 Westview Pl SE City: Mandan State: ND 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: 411 West Main St City: Mandan State: ND Zip: 58554
Corporation/Organization: Mandan Progress Organization State of Incorporation: _____
Tax ID #: 45-0439012 501(c)3 #: _____ City Sales Tax ID #: _____
Have you ever coordinated/promoted another event/s? ☒ YES ☐ NO

If yes, please provide the following:

Last event/s Location: Buggies and Blues, Mandan Rodeo Days Parade, Touch a Truck Date: May June, July 2023
Contact Name: Matt Schanandore Phone: 701-751-2983
E-mail Contact: Matt@mandanprogress.org

Section 2 – Event Information

Event Name: North Dakota Santa Run Anticipated Daily Attendance: 600
Event Date(s): Dec 14th, 2024 Set-up Date: Dec 14th, 2024 Hours: 7am - 12pm
Hours of event each day: Dec 14th 3pm to 5pm
(begin and end times)
Take Down Date(s): Dec 14th Hours: 5pm
E-Mail address for public information: Matt@mandanprogress.org
WEB address for public information: www.visitmandan.com, www.SantaRunND.com
Location of Event/physical address: Heritage Park, NP Depot, NP Beanery, Dykshoorn Park, Morton/Mandan Library
Sponsors of the Event: Mandan Progress Organization
Brief Description of Event:
Santa Run is a 5k charity run for the Mandan Progress Organization and Hope Manor, bring awareness to Addiction recovery services in the Bismarck Mandan Area. 500 to 600 runners dressed in Santa Suits will Run a 5k on Main St. to 10th Ave NW, through the neighborhoods around Mary Stark Elementary and then back to Main St. Start and End will take place on Main in front of Dykshoorn Park

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

If yes, please provide the following:

Last event/s Location: North Dakota State Capital Grounds
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? I Heart Media _____

TV: ☒ Yes ☐ No What Stations? KXMB TV _____

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

Press Releases: ☒ Yes ☐ No How many? 2 _____

Newspaper Ads: ☐ Yes ☒ No What publication? _____

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

Name of Promoter and Promotion Company: Funatix Events _____

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: _____

(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: _____

Contact phone: _____

Restroom Accommodations: _____

Number of required portable toilets: _____

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 Custer Health that indicates the site plan has been reviewed and the required number of proper sanitation facilities is attendance.

Company Contact name: Spiffy Biffs Arranged by MPO
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: _____
Contact phone: _____

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: 400 block to 6th ave 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 Dykshoorn & Heritage 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?

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

If yes, who provided the training: _____

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: _____

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?

Armstrong Sanitation Dumpsters and Totes in the Park - Arranged by the MPO

(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 (Nov 8, 2024 07:19 CST)	<u>11/08/2024</u>	☒ Approved	☐ Denied	☐ Conditional—See Narrative
Fire Department	Date			
<u>Patrick Haug</u> Patrick Haug (Nov 8, 2024 07:31 CST)	<u>11/08/2024</u>	☒ Approved	☐ Denied	☐ Conditional—See Narrative
Police Department	Date			
<u>[Signature]</u> [Signature]	<u>11/08/2024</u>	☒ Approved	☐ Denied	☐ Conditional—See Narrative
Engineering Department	Date			
<u>Brian Dirk</u> Brian Dirk (Nov 8, 2024 06:53 CST)	<u>11/08/2024</u>	☒ 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)



PRESENTING PARTNER

MDU RESOURCES GROUP INC.

100 YEARS
EST. 1924

MANDAN

START / FINISH

W MAIN ST.

DYKSHOORN PARK

194 BL

194 BL

1ST ST. SW

1ST ST. SW

3RD ST. SW

ST ST. SW

3RD ST. SW

5TH ST. SW

9TH AVE. SW

8TH AVE. SW

10TH AVE. SW

10TH AVE. SW

MANDAN MUNICIPAL GOLF COURSE

HEART RIVER



Ave closed to Traffic at Alleys



Parking allowed in Hirsch
Lot and Lot behind Heritage
Park

Santa Run Special Event Permit

Final Audit Report

2024-11-08

Created:	2024-11-07
By:	Tasha Scott (tasha.scott@mandanpd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPp1gOGAqFCyaOr3Dvtrgy9cUto3-fagV

"Santa Run Special Event Permit" History

-  Document created by Tasha Scott (tasha.scott@mandanpd.com)
2024-11-07 - 10:07:20 PM GMT
-  Document emailed to Pat Haug (phaug@mandanpd.com) for signature
2024-11-07 - 10:07:29 PM GMT
-  Document emailed to Brian Dirk (brian.dirk@cityofmandan.com) for signature
2024-11-07 - 10:07:29 PM GMT
-  Document emailed to Mitch Bitz (mbitz@cityofmandan.com) for signature
2024-11-07 - 10:07:29 PM GMT
-  Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature
2024-11-07 - 10:07:29 PM GMT
-  Email viewed by Brian Dirk (brian.dirk@cityofmandan.com)
2024-11-08 - 12:52:12 PM GMT
-  Document e-signed by Brian Dirk (brian.dirk@cityofmandan.com)
Signature Date: 2024-11-08 - 12:53:37 PM GMT - Time Source: server
-  Email viewed by Mitch Bitz (mbitz@cityofmandan.com)
2024-11-08 - 1:17:03 PM GMT
-  Signer Mitch Bitz (mbitz@cityofmandan.com) entered name at signing as Mitch L. Bitz
2024-11-08 - 1:19:07 PM GMT
-  Document e-signed by Mitch L. Bitz (mbitz@cityofmandan.com)
Signature Date: 2024-11-08 - 1:19:09 PM GMT - Time Source: server
-  Email viewed by Pat Haug (phaug@mandanpd.com)
2024-11-08 - 1:28:12 PM GMT

 Signer Pat Haug (phaug@mandanpd.com) entered name at signing as Patrick Haug
2024-11-08 - 1:31:18 PM GMT

 Document e-signed by Patrick Haug (phaug@mandanpd.com)
Signature Date: 2024-11-08 - 1:31:20 PM GMT - Time Source: server

 Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)
2024-11-08 - 3:11:45 PM GMT

 Document e-signed by Jarek Wigness (jarek.wigness@cityofmandan.com)
Signature Date: 2024-11-08 - 3:12:29 PM GMT - Time Source: server

 Agreement completed.
2024-11-08 - 3:12:29 PM GMT



City Commission

Agenda Documentation

MEETING DATE: November 19, 2024
PREPARATION DATE: November 8, 2024
SUBMITTING DEPARTMENT: Public Works
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Consider approval for the purchase of Airburner-FireboxS220 from General Services Administration (GSA)

STATEMENT/PURPOSE:

Consider approval for the purchase of Airburner-FireboxS220 from General Services Administration (GSA)

BACKGROUND/ALTERNATIVES:

The Airburner Firebox S220 has been approved for purchase in the 2024 budget, with \$175,000 allocated for the purchase. After reviewing multiple options, we have identified the most cost-effective price by purchasing the Firebox directly through the General Services Administration (GSA). Purchasing through the GSA allows us to bypass the standard public bidding process, as it leverages existing government contracts that have already been competitively bid. We also reached out to other vendors for quotes, but none offered a more competitive price than the GSA option.

The Airburner Firebox S220 is a specialized piece of equipment designed for efficient, environmentally friendly waste disposal. It is capable of burning large quantities of organic material, such as tree limbs and brush, at a high temperature, reducing waste volume and minimizing the environmental impact compared to traditional burning methods. This equipment will significantly improve our ability to manage and dispose of debris, especially in emergency situations, while ensuring compliance with environmental regulations.

This type of burner is already in use at other facilities, such as the Bismarck Landfill, which operates a larger model of the Airburner Firebox S220. The Firebox is expected to reduce personnel time by eliminating the need for digging new trenches and cleaning out ash, streamlining operations compared to the current air curtain. Additionally, this purchase will replace the existing air curtain, offering improved efficiency and

environmental benefits in waste disposal.

This purchase was included in the 2024 budget, and the benefits of the Firebox are aligned with our goals of enhancing waste management capabilities and reducing our environmental footprint.

ATTACHMENTS:

1. Firebox Specifications
2. GSA AIRBURNER
3. s220_01.27.2022

FISCAL IMPACT:

An amount of \$175,000 will be charged to the 2024 Capital Outlay account (620.620.62114)

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the purchase of Airburner-FireboxS220 from General Services Administration (GSA)

SUGGESTED MOTION:

I move to approve the purchase of Airburner-FireboxS220 from General Services Administration (GSA)



Proforma Invoice

DATE 29-Oct-2024

AIR BURNERS, INC.
4390 SW Cargo Way
Palm City, FL 34990 USA
Phone 772-220-7303
www.AirBurners.com

Our Reference # S20945
Email: mschmitt@airburners.com
Mobile Phone: 772-631-8140

GSA# AIR BURNERS, INC [47QMCA20D000C] Air Curtain Incinerators

Bill To:
City of Mandan
411 6th Ave SW
Mandan, ND, USA

Ship To:
City of Mandan
411 6th Ave SW
Mandan, ND, USA

Phone 701-667-3240 Brian Dirk
Email brian.dirk@cityofmandan.com

FOB POINT		SHIP DATE ARO	SHIP VIA	PAYMENT TERMS	
Palm City, FL		6-10 Weeks	Truck	See Note 1	
ITEM	QUANTITY	DESCRIPTION	P/N	UNIT PRICE \$	AMOUNT \$
1	1	2024 Air Burner Model S220 Refractory Lined Fire Box with Four-cylinder Turbo Diesel Engine 74 HP, HATZ 4H50TIC (Requires no DEF) or equivalent engine; Emissions certified US EPA Tier 4 FINAL;	S220	\$ 174,169.45	\$ 174,169.45
2	0	S220 Ash Rake	5000-1905	\$ 8,950.00	\$ -
3	LOT	Starter pack includes (1) Onsite training certification course , (1) PM service pack, (1) Thermal ceramic patch compound, (1) Lighting torch (1) Gap Compound. The prices stated in this Quotation are valid for 30 days.	5000-2991	\$ 8,995.00	\$ 8,995.00
4	LOT	Estimated Shipping Charges (See Note 2)	Service	Included	Included
TOTAL DUE					\$ 183,164.45

NOTES:

- Note 1** Payment Terms: PO with order, 30 Days Net Government Terms.
- Note 2** The S220 will be shipped as standard load on a Common Carrier Truck. Unloading cost, if any, at destination is not included in Line Item 4 and is to the account of Buyer. Actual shipping charges will be calculated two weeks prior to shipment.
- Note 3** The optional ash rake implement with universal quick disconnect face-plate for Skidsteer, Bobcat, etc. will travel inside the FireBox.
- Note 4** The prices stated in this Quotation are valid for 60 days.
- Note 5** The published specifications for the S220 applies. Please, see www.airburners.com
- Note 6** We offer optional two-day Operator Training and Certification on site. The firm fixed cost is \$6,580 for locations east of the Mississippi and \$6,580 for locations west of the Mississippi. Please, see also https://www.airburners.com/ab-operator_training.htm

We thank you for the opportunity to be of service!

Michael Schmitt
Director of Sales and
Marketing

Search

Products ▾

Enter search keyword(s)



Advanced Search

0



Click image for expanded view



AIR CURTAIN INCINERATOR (ABOVE-GROUND)

Mfr Part No.: S220

Contractor Part No.: S220

Manufacturer: AIR BURNERS, INC.

Contract No.: 47QMCA20D000C (ends: Nov 6, 2029)

MAS Schedule/SIN: MAS/3331SBSA

Warranty: 1 YR

Country of Origin: UNITED STATES OF AMERICA



Disaster Purchasing items



Cooperative Purchasing items

[Report incorrect product information \(Login Required\)](#)

Price

\$174,169.45 EA

sold and shipped by

AIR BURNERS, INC.

Contract minimum order: \$100.00

Qty: 1

Add to cart

FIREBOX SPECIFICATIONS



General: A self-contained, completely assembled above ground Air Curtain Burner (air curtain incinerator or FireBox) with a refractory lined burn-container for stationary and mobile applications. Designed for the high temperature reduction of wood waste in forestry, agriculture, land clearing, at landfills, transfer stations and other waste streams in compliance with the requirements of US EPA 40CFR60.

Shipped from the factory completely assembled ready for immediate use and does not require disassembly for relocation. The FireBox is also used for disaster recovery and Department of Homeland Security contingencies. Electrically powered version (S220E) available for permanent (stationary) installations.

1	Power	Four-cylinder Turbo Diesel Engine 74.5 HP, HATZ 4H50TIC (Requires no DEF) or equivalent engine; Emissions certified US EPA Tier 4 FINAL; Engine mounted PTO.	
2	Burn Container (FireBox)	4" (102 mm) thick refractory wall panels filled with proprietary thermal ceramic material; Two full height refractory rear doors; Two ignition holes; FireBox open to the ground.	
3	Safety Systems	Engine over temperature and overspeed shut down; Loss of cooling fluid shutdown; Loss of oil pressure shutdown; Lockable steel front deck security enclosure.	
4	Instrument Panel	MBW electronic engine control with preset throttle settings: key switch, tachometer, hour meter, fuel gauge, oil pressure and water temperature and safety shutdown features.	
5	Air Supply	Custom heavy duty fan.	
6	Fuel Tank	58 Gallon (220 L) minimum fuel tank capacity .	
7	Transportation & Set-up	Shipped completely assembled; Ready for immediate use; Lifting pads provided for crane lifting; Unit can be dragged onsite on its skids.	
8	Options	Ash clean-out rake with standard universal quick disconnect for <i>Skidsteer</i> or <i>Bobcat</i> ; Ember screen; Rough-terrain removable dolly.	
9	Average Through-put	5-7 Tons per Hour (Average – See Note)	
10	Fuel Consumption	Approx. 2.5 gal/hr. (9.46 L/hr.)	
11	Weight	36,650 lbs. (16,620 kg)	
12	Dimensions	Overall Size L × W × H	Fire Box L × W × H
		30' 1" × 8' 6" × 8' 6" (9.2 m × 2.6 m × 2.6 m)	19' 8" × 6' 2" × 7' 1" (6 m × 1.9 m × 2.2 m)

Note:

Achievable through-put depends on several variables, especially the nature of the waste material, the burn chamber temperature and the loading rate.

All weights and dimensions are approximate and metric conversions are rounded. Specifications are subject to change without notice.

AIR BURNERS, INC.

4390 SW Cargo Way • Palm City, FL 34990

Phone 772-220-7303

E-mail: info@airburners.com • www.AirBurners.com

© 2022 Air Burners, Inc.



City Commission

Agenda Documentation

MEETING DATE: November 19, 2024
PREPARATION DATE: November 18, 2024
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: FEMA Award for Lower Heart Flood Protection Program

STATEMENT/PURPOSE:

To consider acceptance of a Flood Mitigation Assistance Agreement for FY 2022 Non-Disaster Grant.

BACKGROUND/ALTERNATIVES:

On July 4, 2024 Federal Emergency Management Agency (FEMA) obligated project funding.

This award is for Phase I of these resiliency improvements and provides funding for the completion of final engineering and design plans, a final benefit cost analysis, and any environmental compliance/permitting required for the final project. After Phase I is completed, all required deliverables must be submitted to the ND Department of Emergency Services (NDDDES). NDDDES will work with FEMA to complete additional reviews of the final proposed project and determine if Phase II (construction) can be approved and move forward to completion. Once Phase II is approved, NDDDES will amend this agreement to add the additional federal funding that has been obligated for the project, at which point the City of Mandan will be able to move forward with the completion of the final approved project.

No groundwork related to the completion of Phase II can be started before Phase I has been completed and Phase II has been officially approved by FEMA. Any groundwork completed prior to the approval of Phase II could jeopardize the federal funding available for this project.

The numbers below are reflective of amounts known on March 15, 2022. Additional Federal funds would only reduce these amounts.

As proposed by the City of Mandan and the Lower Heart River Water Resource District, Tier 1 would be responsible for 65% of the local share and includes properties within the 1%-annual-chance flood inundation area. Tier 2 would be responsible for 35% of the local share and includes properties that are within the City of Mandan but outside the inundated area. Within the two tiers, the cost share is weighted, so commercial properties are assessed more than residential properties at a factor of 1.25:1. As proposed, commercial properties and residential properties in Tier 1 will be assessed a total of \$2,215 and \$1,772, respectively. Commercial properties and residential properties in Tier 2 will be assessed a total of \$529 and \$423, respectively. We are proposing a 15-year assessment term. The final allocation of assessments will be determined by City Commission at the conclusion of the project after a review and approval by the special assessment commission also done at the conclusion of the project. The verification of special assessments is expected to take place in the fall of 2025.

Estimated Project Timeline:

2022 - Feb Assessment District created

2025 - Fall Bids

2026 - Construction

2027 - Construction

2028 - Wrap Up Construction and Special Assess (Tier I - property in the flood protection zone, , Tier II property outside the flood protection zone. The Special Assessment District was advertised in Feb. 2022 which received no protests.

ATTACHMENTS:

1. FMA 2022-006-0002 City of Mandan Lower Heart River Flood Risk Reduction Project Contract - 2024-9-5
2. REC_EMD-2022-FM-006-0002_Phase 1 Mandan

FISCAL IMPACT:

Total 2024 Estimated Project Costs are as follows:

Pre Award Costs	\$150,000
Phase 1 Costs	\$4,669,060
Phase 2 Costs	\$19,707,027
Total Project Costs	\$24,526,087

Phase I Project Costs:

Pre Award Costs	\$150,000
Phase I Costs	\$4,669,060
Total Phase I Costs	\$4,819,060

Less Federal Funding	- \$2,712,648.87
Less Local Funding (via city wide) special assessment district	- \$2,106,411.13
Balance	\$0

Total Funding Breakdown:

Total Project Cost	\$24,526,087.00
Less: Phase I Award	-\$2,712,648.87
Less: Local Funding Phase I	-\$2,106,411.13
Balance:	\$19,707,027.00
Less Phase II expected Federal Funding	-\$11,100,000.00
Balance:	\$8,607,027.00
Less: North Dakota Dept Water Resources (60%)	-\$5,164,216.00
Less: Local Funding Phase II (via citywide) special assessment district	-\$3,442,811.00
Balance:	\$0

Funding Source Breakdown:

Total Project Costs	\$24,526,087
Less Federal Funds	-\$13,812,649
Less State Funds	-\$5,164,216
Less Local Funds	-\$5,549,222
Balance	\$0

STAFF IMPACT:

Engineering, Planning, Public Works, Finance and Administration all have time invested into this project.

LEGAL REVIEW:

Attorney Oster has reviewed the documents attached.

RECOMMENDATION:

i recommend accepting the award as outlined above.

SUGGESTED MOTION:

City Commission

Agenda Documentation

November 19, 2024

Subject: *Consider acceptance as the Subgrantee for a Federal Emergency Management Agency
2022 grant for the Lower Heart River Flood Risk Reduction Project*

Page 4 of 4

I move to accept the Non-Disaster Grant Fiscal Year : 2022 Award.



STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

DOUG BURGUM

Governor

Major General Alan Dohrmann

Director – Department of Emergency Services

Darin Hanson

Director - Division of Homeland Security

CFDA Title and Number: Non-Disaster Grants – Flood Mitigation Assistance, 97.029

Non-Disaster Grant Fiscal Year: 2022

Subrecipient: City of Mandan

Project Number: EMD-2022-FM-006-0002 Mandan Lower Heart River Flood Risk Reduction Control Project

**Flood Mitigation Assistance Agreement
for
FY 2022 Non-Disaster Grant Awards**

This Agreement is between the State of North Dakota, Department of Emergency Services (Grantee) and, the undersigned state agency, political subdivision of the state, or federally recognized Tribal Nation or authorized tribal organization (Subgrantee). This Agreement is based on the existence of the following facts and conditions:

- A. WHEREAS, on July 4, 2024, the Federal Emergency Management Agency (FEMA) obligated project funding under Application Number EMD-2022-FM-006-0001; and
- B. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and
- C. WHEREAS, the Subgrantee has submitted an application, which is incorporated herein by reference, to the Grantee setting forth a list of activities (herein referred to individually as "Project"). The Grantee and FEMA have approved the Project along with any exceptions that have been made prior to signing of this agreement.
- D. WHEREAS, Subgrantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds.

NOW, THEREFORE, the Grantee and Subgrantee, based upon the existence of the foregoing conditions, do further agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended, 42 U.S.C §§ 5133 as implemented by Hazard Mitigation Assistance: Building Resilient Infrastructure and Communities; and applicable policies of the FEMA.
- B. "Articles of Agreement" is the agreement electronically signed between the FEMA and the State of North Dakota, for projects awarded through the FY 2022 FMA Program. The Recipient and Subrecipient must abide by the Federal award terms and conditions set forth in the Articles of Agreement.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 2 of the Code of Federal Regulations (CFR) Part 200, as well as 44 CFR Part 80 and any other applicable policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment B.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subgrantee for eligible activities for the project approved by the Grantee and the FEMA, as specified in Attachment A – Approved Project Data. The federal allowable costs shall be determined as per 2 CFR Part 200.306, which shall be up to seventy-five percent of all eligible costs.

- A. The approved project documentation shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Amendments may obligate or deobligate funding, thereby amending the total funding for the project. The approved project documentation shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs. Contingent upon an appropriation by the State Legislature, the Grantee may provide some portion of any nonfederal share for some sub grantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee.
- B. If the Subgrantee is required to repay the Grantee funds already disbursed by the Grantee, the Subgrantee will have 60 days to reimburse the full amount. If Subgrantee has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.
- C. As a further condition to funding under this Agreement, the Subgrantee agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subgrantee shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

ARTICLE IV. Duplication of Benefits Prohibition. Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable project application and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which

the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable project application for which Subgrantee has received payment from Grantee.

- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement the Subgrantee gives Grantee the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subgrantee shall be responsible for the implementation and completion of the approved projects described in Attachment A – Approved Project Data, in a manner acceptable to Grantee, and in accordance with applicable legal requirements. The contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local ordinances and State law. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

ARTICLE VI. Subgrantee Risk Assessment. As required by 2 CFR § 200.331 NDDDES will complete a Financial Assistance Recipient Risk Assessment rating form for every subgrantee receiving an award to evaluate their potential risk of non-compliance. Subgrantees will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring.

A Risk Assessment will be completed immediately prior to executing this Subgrant Agreement. All new and existing active subgrantees will be rated upon new disaster and program funding opportunities. The Business Manager will work with the State Hazard Mitigation Officer (SHMO) or assigned staff, to jointly complete the risk assessment and score subgrantees, as applicable. Results of the Risk Assessment may result in the imposition of specific conditions as allowed in 2 CFR § 200.207, and will be identified within Attachment D of this Subgrant Agreement.

Every January, or as needed, NDDDES will re-evaluate all subgrantee Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subgrantees can be upgraded or removed from low, medium or high risk status. If a subgrantee is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subgrantee will be considered high risk in perpetuity.

ARTICLE VII. Required Documentation, Reviews, and Inspections. Subgrantee shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee (within 60 days) all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

To ensure all State and Federal Standards are met, Grantee will conduct a physical inspection of all non-plan projects before a project is started and again before the project is closed.

Throughout the life of an approved project, Grantee will undertake a number of project monitoring activities to ensure successful completion of projects. Grantee will monitor and evaluate project accomplishments and adherence to the project work schedule. Through the review of Subgrantee quarterly reports mitigation staff will attempt to identify any potential problems in grant performance. If problems or concerns exist Grantee will contact Subgrantee to further research potential issues. Technical administration or program assistance may be offered or coordinated if required. In addition, mitigation staff will contact Subgrantee on an as needed basis to provide project management support and to aid in the successful completion and closeout of projects. If a project has not been completed and closed within 120 days of the project's period of performance Grantee will send a letter to the applicant that details project deadlines, includes instructions for project closeout, and gives instructions and deadlines for requesting a time extension if necessary.

For all projects, Subgrantee shall certify that: the project was completed in accordance with FEMA approvals; all required and allowable funds have been paid; all reported costs were incurred in the performance of eligible work; work was completed in compliance with the provisions of the FEMA-State Agreement; payments for the project were made in accordance with the existing requirements of Federal and State laws and regulations; no further requests for funding will be made; and there are no pending bills.

As required by 44 CFR Part 80.14 (d), for all acquisition and relocation projects, every 3 years the Subgrantee (in coordination with any current successor in interest) through the grantee, shall submit to the FEMA Regional Administrator a report certifying that the Subgrantee has inspected the property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of 44 CFR Part 80, the property conveyance and the grant award.

ARTICLE VIII. Cost Sharing. The federal share of the eligible costs specified in Attachment A – Approved Project Data, under this Agreement shall be up to seventy five (75) percent of such costs, and the nonfederal share shall be the remaining amount. Payment of a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Subgrantee commits to meet any local matching funds required for successful project completion. Further, at the time of project application, Subgrantee must provide Grantee with a Resolution of Commitment from its authorized governing body. Subgrantee also certifies that any matching funds borne by the Subgrantee will come from a nonfederal source as required by 2 CFR § 200.306.

ARTICLE IX. Payment of Costs. Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

- A. Following the receipt of a project reimbursement request (including supporting documentation in the way of invoices, contracts, force account labor and equipment schedules, and cancelled checks or vouchers), a payment will be issued for any funding that is eligible to be paid to the Subgrantee, as it becomes available. Payment authorizations shall be calculated in accordance with the federal/non-federal cost share, and on the terms and conditions set forth in the FEMA/State Agreement and this agreement. Authorization for payment will include documentation to substantiate the amount of the authorization.
- B. Grantee may advance funds under this Agreement to Subgrantee up to 90 percent of the 75 percent federal share for projects other than Acquisition/Relocation/Elevation projects. Upon completion of the project, submission of the summary of documentation (cancelled checks, warrants, certified transaction reports, etc.) and final approval by FEMA, the remaining 10

percent share of the federal share and the appropriate state share will be paid. For Acquisition/Relocation/Elevations projects, all conditions for advances listed above shall apply except that the grantee may advance 100 percent of the federal share rather than 90 percent. Subgrantee must meet the following conditions to be eligible for an advance of funds:

1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 2. Subgrantee shall submit to Grantee the budget supporting the request;
 3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested; and
 4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- C. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

ARTICLE X. Final Payment. Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- B. Subgrantee shall have submitted the documentation specified in Articles VI and VIII of this Agreement;
- C. Grantee shall have performed the final inspection;
- D. Subgrantee shall have requested final reimbursement.
- E. Subgrantee shall have requested project closeout by letter

ARTICLE XI. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as codified in 44 Code of Federal Regulations Part 13, as amended.
- B. Office of Management and Budget Circular No. A-87, “Cost Principles for State and Local Governments,” as amended.
- C. Office of Management and Budget Circular No. A-110, “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,” as amended.
- D. Office of Management and Budget Circular No. A-122, “Cost Principles for Non-Profit Organizations,” as amended.
- E. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three years from the date of formal notification from the Grantee that FEMA has officially closed the disaster program. The Subgrantee shall allow the Grantee or its designee, the Comptroller General of the United States, FEMA, and the North Dakota State Auditor’s Office, access to records upon request. The three year period may be extended for the following exceptions:
 1. If any litigation, claim or audit is started before the three year period expires, and extend beyond the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- F. The Subgrantee shall maintain all records for the Subgrantee and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations.
 - G. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Grantee, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Grantee.

ARTICLE XII. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within sixty (60) days from the date Subgrantee is notified of such determination. If Subgrantee has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.

ARTICLE XIII. Repayment by Subgrantee. All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of “**North Dakota Department of Emergency Services**” and mailed directly to the following address: **PO Box 5511, Bismarck, ND, 58506.**

ARTICLE XIV. Audit.

- A. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a Subgrantee is a state or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$750,000 or more, then the Subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the Subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- E. If the Subgrantee spends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the Subgrantee expends less than \$750,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revise, the cost of the audit must be paid from nonfederal funds.

- F. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within sixty (60) days after the Grantee has notified the Subgrantee of such non-compliance.
- G. If required, the audit is due nine (9) months after the end of the fiscal year of Subgrantee.
- H. If audit is conducted as required by subsection D. above, the Subgrantee shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132**. If the audit documents any finding or questioned costs, Subgrantee shall submit a copy of the reporting package to the State at the following address:

ND Department of Emergency Services
PO Box 5511
Bismarck ND 58506

ARTICLE XV. Noncompliance. If the Subgrantee violates this Agreement or any legislation, regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per the Articles of this Agreement.

ARTICLE XVI. Nondiscrimination by Contractors. Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

ARTICLE XVII. Modification. A modification extending the time for completion of a project and any other modification shall be in writing. Modifications to any project to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of the FEMA. Any approved modification to a project shall be noted in an amendment to the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVIII. Period of Performance (POP). The POP is the period of time during which the Grantee is expected to complete all grant activities and to incur and expend approved funds. The POP begins on the date that the grant is awarded and ends no later than 36 months from the award of the final subgrant under the grant. The POP termination date is established by the subgrant with the latest completion date.

FEMA will not establish activity completion timeframes for individual subgrants. Grantees are responsible for ensuring that all approved activities are completed by the end of the grant POP.

ARTICLE XIX. Contracts with Others. If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted

under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

ARTICLE XX. Termination. Either of the parties may terminate this Agreement by notice in writing. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XXI. Liability. Grantee assumes no liability to third parties in connection with this agreement. The Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a political subdivision under NDCC 32-12.2-13, the Subgrantee shall defend, indemnify and hold harmless Grantee from claims asserted by third parties in connection with the performance of this Agreement. Contractors hired by a Subgrantee, including political subdivisions, shall be required to agree in writing to defend, indemnify and hold the State of North Dakota harmless for any claims arising out the contractor's or any subcontractor's performance under the agreement. For the purposes of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent entity in relation to one another. Nothing in this Agreement shall be construed as a waiver by the Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents to the best of its knowledge any hazardous substances at its projected site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances, Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE XXII. Reports. Subgrantee shall provide Quarterly Reports to Grantee using forms provided by the Grantee for each specific project. The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections may be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable.

ARTICLE XXIII. Monitoring. The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantees and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by Grantee staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or

audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

ARTICLE XXIV. Mandated Conditions. Subgrantee agrees to the following conditions:

- A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- C. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- D. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the North Dakota Legislature or any state agency.
- E. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.
- F. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- G. The Grantee will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- J. With respect to any Subgrantee which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction.
 - b) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such Subgrantee shall attach an explanation to this Agreement. In addition, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment C. Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

- K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.
- L. This Agreement shall be construed under the laws of the State of North Dakota, and venue for any actions arising out of this Agreement shall lie in Burleigh County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

ARTICLE XXV. Term. This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by the FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

ARTICLE XXVI. Events of Default, Remedies, and Termination.

1. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
 1. Any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.
 2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee.
 3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information.
 4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress or Office of Management and Budget.
2. Upon the occurrence of any one or more of the foregoing events, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:
 1. Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subgrantee, such notice to take effect when delivered to Subgrantee;
 2. Commence a legal action for the judicial enforcement of this Agreement;
 3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this agreement or any other agreement with Subgrantee; and
 4. Take any other remedial actions that may otherwise be available under law.

3. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
4. Any deobligation of funds or other determination by the FEMA shall be addressed in accordance with the regulations of that Agency.
5. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
6. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication rights, interest, or duties of the parties to it shall lie in South Central District Court, Burleigh County, North Dakota.
7. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the FEMA should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

ARTICLE XXVII. Attachments.

- A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the North Dakota Department of Emergency Services website: <http://www.nd.gov/des/>.

ARTICLE XXVIII. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by letter to the following respective addresses:

Grantee:

Justin Messner, Disaster Recovery Chief
Department of Emergency Services
PO Box 5511
Bismarck ND 58506
Email: jmessner@nd.gov

Subgrantee:

James Froelich
Mayor
205 2nd Ave NW
Mandan, ND 58554
Email: james.froelich@cityofmandan.com

ARTICLE XXIX. Designation of Agent. Subgrantee hereby designates the following agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation:

Primary Agent

Alternate Agent

Name and Title

Name and Title

Phone Number

Phone Number

E-mail

E-mail

**STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES**

SIGNATURE PAGE

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT
FOR
FY 2022 NON-DISASTER GRANT AWARDS**

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE SUBGRANTEE:

Name and Title

Signature

Date

Federal Employer Identification Number (FEIN): _____

UEI Number: STTML83LTFK3

**STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES**

SIGNATURE PAGE

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT
FOR
FY 2022 NON-DISASTER GRANT AWARDS**

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES



Justin Messner – Disaster Recovery Chief

9-5-2024

Date

ATTACHMENT A

Approved Project Data

CFDA Title and Number: Disaster Grants – Flood Mitigation Assistance, 97.029

Non-Disaster Grant Fiscal Year: 2022

Subrecipient: City of Mandan

Project Number: EMD-2022-FM-006-0002

Project Cost: 100% = \$4,819,060.00

Federal Funding: \$2,712,648.87

Local Funding: \$2,106,411.13

Period of Performance: July 4, 2024 – July 3, 2027

Scope of Work:

The project will provide resiliency improvements to the North Unit and Lower Unit of the Lower Heart River Levee System, which is located in Mandan, Morton County, North Dakota. The levee system is comprised of three units (Sunny Unit, North Unit and Lower Unit) and runs from the Heart River's confluence with the Missouri River (south of the City of Mandan) to approximately 11 miles upstream (west of the City of Mandan). The levee is critical for providing flood protection for the homes, businesses, industries, infrastructure, and utilities within the City of Mandan.

This award is for Phase I of these resiliency improvements and provides funding for the completion of final engineering and design plans, a final benefit cost analysis, and any environmental compliance/permitting required for the final project. After Phase I is completed, all required deliverables must be submitted to the ND Department of Emergency Services (NDDDES). NDDDES will work with FEMA to complete additional reviews of the final proposed project and determine if Phase II (construction) can be approved and move forward to completion. Once Phase II is approved, NDDDES will amend this agreement to add the additional federal funding that has been obligated for the project, at which point the City of Mandan will be able to move forward with the completion of the final approved project. No groundwork related to the completion of Phase II can be started before Phase I has been completed and Phase II has been officially approved by FEMA. Any groundwork completed prior to the approval of Phase II could jeopardize the federal funding available for this project.

The project's tasks are outlined in the following work schedule.

Work Schedule:

Task Name	Project Phase	Start Month	Task Duration (months)	Task Description
Pre-Award: Conditional Letter of Map Revision (CLOMR)	Pre-Award/Phase 1	1	10	Prepare and submit project data to FEMA to obtain a Conditional Letter of Map Revision based on implementation of the project. Respond to FEMA comments. This task was awarded prior to the submittal of this application and the project schedule includes estimate of FEMA review time.
Pre-Award: Section 408 Permissions	Pre-Award/Phase 1	1	10	Submit construction drawings and specifications for levee raises, floodwall replacements, stability berm installation, interior drainage improvements and other project features. This task was awarded prior to the submittal of this application and includes review time by the USACE.
Pre-Award: Final Design	Pre-Award/Phase 1	1	11	Prepare final design construction drawings and specifications for levee raises, floodwall replacements, stability berm installation, interior drainage improvements and other project features. This task was awarded prior to the submittal of this application and the project schedule accommodates for the last few months of this task.
Environmental Assessments and Studies	Phase 1	1	10	Conduct environmental assessments to satisfy federal, state, and local laws and permitting requirements. Included, but not limited to, National Historic Preservation, Threatened and Endangered Species, Clean Water, Floodplain Management, Farmland Protection, and RCRA and CERCLA. Permitting actions will include USACE Section 408 and 404 submittals, sovereign lands (ND) permit, and state/local floodplain permits. Coordination will occur with federal, state, and local agencies including FEMA, USACE, USFWS, SHPO, Tribal, and others.
Project Bidding and Construction	Phase 2	11	24	Prepare construction bid packages, pre-bid conference, interpretations and clarifications from bidders, review results of bid, conduct discussions with contractors as required and provide recommendation of award and construct project features.
Project Bidding and Construction	Phase 2	35	2	Final payments, reimbursements, environmental documentation, submitting documentation to FEMA.
Total Project Duration			36 months	

This work schedule is to keep project on track, the official period of performance is listed on top of the Attachment A. The period of performance will be the date used to determine if a time extension is needed.

Cost Estimate:

Item	Project Phase	Quantity	Unit of Measure	2024 updated costs	category	Description
Administrative	Phase 1	1	Each	\$ 834,355	Non Construction Cost	Administrative and legal expenses
BNSF Coordination	Phase 1	1	Each	\$ 200,000	Non Construction Cost	Accommodation to BNSF operations at levee - RR ROW interface including design of RR facilities relocation and responses to BNSF comments
Legal	Phase 1	1	Each	\$ 333,742	Non Construction Cost	Legal expenses
LHRFRR Design	Phase 1	1	Each	\$ 3,200,963	Non Construction Cost	Architectural and engineering fees
State and Federal Permitting	Phase 1	1	Each	\$ 100,000	Non Construction Cost	Miscellaneous
3rd St SE and 11th Ave SE Storm Drain Replacement	Phase 2	1	Each	\$ 415,242	interior drainage	Construction
BNSF Construction	Phase 2	1	Each	\$ 300,000	levee	BNSF coordination and construction of BNSF requirements at levee RR interface.
Channel Bank Armoring Allowance	Phase 2	1	Each	\$ 1,662,400	other	Construction
Construction Contingencies	Phase 2	1	Each	\$ 1,236,081	contingencies	Contingencies
Construction Engineering	Phase 2	1	Each	\$ 2,669,935	Non Construction Cost	Engineering fees during construction to assure adherence to design intent, construction specs, and to construction plans
Lift Station South of 3rd St	Phase 2	1	Each	\$ 2,360,793	interior drainage	Construction
New Freeboard Deficiency Reach	Phase 2	1	Each	\$ 3,000,000	levee	Construction
Raise Local Freeboard Deficiencies (<=6")	Phase 2	1	Each	\$ 495,098	levee	Construction
Raise Local Freeboard Deficiencies (>6")	Phase 2	1	Each	\$ 679,215	levee	Construction
Replace Floodwall with Levee	Phase 2	1	Each	\$ 637,741	floodwall	Construction
Spur Levee	Phase 2	1	Each	\$ 3,157,835	levee	Construction
Stability Berm - Lower Unit	Phase 2	1	Each	\$ 2,251,709	levee	Construction
Storm Sewer - 3rd St SE and Riverwood Ave SE	Phase 2	1	Each	\$ 403,537	interior drainage	Construction
Storm Sewer - Baseball Fields	Phase 2	1	Each	\$ 135,576	interior drainage	Construction
Sunny Road Outfall near BNSF RR and Business 94	Phase 2	1	Each	\$ 251,865	interior drainage	Construction
Utility Relocations	Phase 2	1	Each	\$ 50,000	Non Construction Cost	Relocation expenses and payments
Pre-Award: Assessment District	Pre-Award	1	Each	\$ 100,000	Non Construction Cost	Architectural and engineering fees
Pre-Award: BRIC Grant	Pre-Award	1	Each	\$ 50,000	Non Construction Cost	Administrative and legal expenses
2024 Total Project Costs				\$ 24,526,087		
Pre-Award Costs				\$ 150,000		
Phase 1 Costs				\$ 4,669,060		
Phase 2 Costs				\$ 19,707,027		

Other Conditions:

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
4. **COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT**
Absent a waiver, an award made after May 14, 2022, under this program that will be used for infrastructure must comply with the Build America, Buy America Act (BABAA) (Pub. L. 117-58 §§ 70901-52). BABAA provides that none of the funds provided under an award made pursuant to this notice may be used for a project unless all iron, steel, manufactured products, and construction materials are produced in the United States. Further guidance and implementation requirements are forthcoming before January 1, 2023. Recipients can find more information on Build America, Buy America Act requirements and waivers at <https://www.fema.gov/grants/policy-guidance/buy-america>
5. FEMA Environmental and Historic Preservation should be included in the Phase I project kick-off meetings, as well as any necessary subsequent design coordination meetings to ensure NEPA compliance efforts will be met for Phase II of the project. As part of Phase I, please provide an environmental summary technical memorandum summarizing the proposed action, purpose and need, and environmental and historic resource impacts associated with the proposed action.
6. The sub-recipient should procure the services of a cultural resources consultant to conduct a Class III cultural resources inventory of the Area of Potential Effect (APE). The project APE should include all areas of disturbance associated with project construction, including staging areas and access roads. A determination of eligibility and effect should be detailed in the report for any cultural resources identified within the APE. FEMA requests a conference call with the selected cultural resource consultant prior to initiation of the fieldwork. FEMA will complete consultation with the North Dakota State Historic Preservation Office.
7. The sub-recipient should procure the services of a biological consultant to conduct a field visit and biological resources assessment to determine if habitat for any threatened or endangered species exists in the project area. If habitat is present, the sub-recipient should coordinate with FEMA regarding next steps, including completion of a Biological Assessment for federally listed species that will be impacted by the proposed project. FEMA requests a conference call with the selected biological consultant prior to initiation of the fieldwork. FEMA will complete any required consultation with the U.S. Fish and Wildlife Service.
8. Conduct a wetland delineation during the growing season and obtain a wetland memorandum documenting presence/absence of wetlands/Water of the U.S. in the proposed project disturbance areas.

9. The sub-recipient shall continue coordination with USACE regarding development of the required Environmental Assessment, as well as required section 404 and 408 permits.
10. Engineering, design, and modeling needed for no-rise certification and pre-project CLOMR (as applicable). The analysis should confirm the proposed scope of work will not result in adverse impacts upstream or downstream of any project sites.- acheck - 05/13/2024 20:23:23 GMT

ATTACHMENT B

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Subgrantee agrees to comply with the following:

1. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek.
2. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin (including limited English proficiency per Executive Order 13166) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
4. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.
5. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
6. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
7. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.
8. It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.
 - b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
 - c) When any of Subgrantee's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subgrantee to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the "Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37)," or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subgrantee agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
 - d) Subgrantee agrees to notify FEMA and the Grantee if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subgrantee on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subgrantee is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subgrantee shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subgrantee to implement the treatment plan. If either the Council or the SHPO object, Subgrantee shall not proceed with the project until the objection is resolved.

- e) Subgrantee shall notify the Grantee and FEMA as soon as practicable: (i) of any changes in the approved scope of work for a National Register eligible or listed property; (ii) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (iii) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Subgrantee acknowledges that FEMA may require Subgrantee to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Subgrantee further acknowledges that FEMA may require Subgrantee to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subgrantee also acknowledges that FEMA will require, and Subgrantee shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
 - f) Subgrantee acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the NHPA, Subgrantee intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
11. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.
 12. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 13. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 14. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
 15. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
 16. It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement.
 17. It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin.
 18. It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
 19. It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
 20. It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
 21. It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
 22. It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.
 23. It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
 24. It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.

25. It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
26. It will comply with the environmental standards, which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
27. It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
28. It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
29. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
30. It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
31. It will assure project consistency with the approved state program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.
32. It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
33. With respect to demolition activities, it will:
 - a) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b) Return the property to its natural state as though no improvements had ever been contained thereon.
 - c) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the State health authority and the county health authority.
 - d) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
 - f) Leave the demolished site clean, level and free of debris.
 - g) Notify the Grantee promptly of any unusual existing condition which hampers the contractor's work.
 - h) Obtain all required permits.
 - i) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - j) Comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
 - k) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 - l) Provide documentation of public notices for demolition activities.

ATTACHMENT C
Certification Regarding
Debarment, Suspension, Ineligibility
and
Voluntary Exclusion

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subgrantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____
Signature Date

Subgrantee's Name

Grantee Agreement Number

ATTACHMENT D

Risk Assessment Conditions

Per Article VI of this contract, NDDES is required to complete a Financial Assistance Risk Assessment rating form for every subgrantee receiving an award to evaluate their potential risk of non-compliance. Subgrantees will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring. Results of the Risk Assessment may result in the imposition of specific conditions, as allowed in 2 CFR § 200.207, and contained within this attachment.

Based upon the Risk Assessment completed for 2024, the City of Mandan been determined to be a Low Risk based upon the above mentioned criteria.

The specific conditions for a subgrantee determined to be Low Risk are the following:

- Subgrantees identified as Low Risk have no further conditions and may continue with their projects as approved by FEMA. This must include the completion of all project specific conditions, to include environmental requirements and/or permitting, placed upon individual projects by FEMA at the time of award or amendment. **Subgrantees that fail to comply with project specific conditions could potentially jeopardize their current and future federal funding.**

Every January, or as needed, NDDES will re-evaluate all subgrantee Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subgrantees can be upgraded or removed from low, medium or high-risk status. If a subgrantee is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDES. Upon deobligation due to non-compliance, a subgrantee will be considered high risk in perpetuity.

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMD-2022-FM-006-0002

Title: Lower Heart River Flood Risk Reduction and Community Resilience Project - FMA Application

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment The project will provide resiliency improvements to the North Unit and Lower Unit of the Lower Heart River Levee System, which is located in Mandan, Morton County, North Dakota. The levee system is comprised of three units (Sunny Unit, North Unit and Lower Unit) and runs from the Heart River's confluence with the Missouri River (south of the City of Mandan) to approximately 11 miles upstream (west of the City of Mandan).

Project approval is for Phase I activities only. In Phase I, the City of Mandan will obtain further design, hydraulic modeling, environmental resource inventories and data collection to support FEMA's environmental consultation and clearance requirements. Phase I deliverables shall include the following:

1. FEMA Environmental and Historic Preservation should be included in the Phase I project kick-off meetings, as well as any necessary subsequent design coordination meetings to ensure NEPA compliance efforts will be met for Phase II of the project. As part of Phase I, FEMA, the City and their project engineering staff shall work to continue drafting the Environmental Assessment that is currently in progress for the proposed project.
2. As the project design is refined, the sub-recipient should procure the services of a cultural resources consultant to conduct a Class III cultural resources inventory of the Area of Potential Effect (APE) for any project areas not previously surveyed. The project APE should include all areas of disturbance associated with project construction, including staging areas and access roads. A determination of eligibility and effect should be detailed in the report for any cultural resources identified within the APE. FEMA requests a conference call with the selected cultural resource consultant prior to initiation of any fieldwork. FEMA will complete consultation with the North Dakota State Historic Preservation Office.
3. As the project design is refined, the sub-recipient should procure the services of a biological consultant to conduct a field visit and biological resources assessment to determine if habitat for any threatened or endangered species exists in any project areas not previously evaluated. If habitat is present, the sub-recipient should coordinate with FEMA regarding next steps, including completion of a Biological Assessment for federally listed species that will be impacted by the proposed project. FEMA requests a conference call with the selected biological consultant prior to initiation of any fieldwork. FEMA will complete any required consultation with the U.S. Fish and Wildlife Service.
4. Conduct a wetland delineation during the growing season and obtain a wetland memorandum documenting presence/absence of wetlands/Water of the U.S. in the proposed project disturbance areas.
5. The sub-recipient shall continue coordination with USACE regarding development of the required Environmental Assessment, as well as required section 404 and 408 permits.
6. Engineering, design, and modeling needed for no-rise certification and pre-project CLOMR (as applicable). The analysis should confirm the proposed scope of work will not result in adverse impacts upstream or downstream of any project sites. - djones58 - 07/09/2024 23:44:44 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-	Yes

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMD-2022-FM-006-0002

Title: Lower Heart River Flood Risk Reduction and Community Resilience Project - FMA Application

Catex Category Code	Description	Selected
a7	intrusive intelligence gathering activities. (a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Not Applicable	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Not Applicable	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMD-2022-FM-006-0002
Title: Lower Heart River Flood Risk Reduction and Community Resilience Project - FMA Application

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	
Endangered Species Act (ESA)	Completed	No listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project not located within a flyway zone - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded</br>	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:
Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



City Commission

Agenda Documentation

MEETING DATE: November 19, 2024
PREPARATION DATE: November 6, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: First Consideration of Ordinance 1458, a zone change from MA - Industrial to CB - Commercial for Helbling 7th Addition

STATEMENT/PURPOSE:

Zone Change from MA - Industrial to CB - Commercial related to Helbling 7th Addition.

BACKGROUND/ALTERNATIVES:

Detailed background on this request can be found under Public Hearing No. 1.

ATTACHMENTS:

None

FISCAL IMPACT:

N/a

STAFF IMPACT:

Minor

LEGAL REVIEW:

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

RECOMMENDATION:

Staff and the Planning and Zoning Commission recommend approval of the first consideration of Ordinance 1458.

SUGGESTED MOTION:

I move to approve the first consideration of Ordinance 1458.

City Commission

Agenda Documentation

November 19, 2024

Subject: First Consideration of Ordinance 1458, a zone change from MA - Industrial to CB - Commercial for Helbling 7th Addition

Page 2 of 2



City Commission

Agenda Documentation

MEETING DATE: November 19, 2024
PREPARATION DATE: November 6, 2024
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR: Andrew Stromme
PRESENTER: Andrew Stromme, City Planner
SUBJECT: Second Consideration of Keidel Estates Annexation Ordinance 1457

STATEMENT/PURPOSE:

Second Consideration of Keidel Estates Annexation Ordinance 1457

BACKGROUND/ALTERNATIVES:

This annexation ordinance pertains to Kendall's Addition, a minor plat approved at the November 5, 2024, City Commission meeting, which serves to combine two lots in Keidel Estates 1st Addition. The project includes both the annexation and lot combination to enable municipal water service to the property and for it to have on-site septic. Following the combination, a single-family home will be constructed on the lot.

ATTACHMENTS:

1. Draft Annexation Ordinance
2. Location Map - Keidel Estates Annexation

FISCAL IMPACT:

The property will receive water service from the City of Mandan.

STAFF IMPACT:

Minor

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends approval of the second consideration of Ordinance 1457.

City Commission

Agenda Documentation

November 19, 2024

Subject: Second Consideration of Ordinance 1457 related to Keidel Estates Annexation

Page 2 of 2

SUGGESTED MOTION:

I move to approve the second consideration of Ordinance 1457.

ORDINANCE NO. 1457

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 LOTS 4A AND 4B OF BLOCK 1, KEIDEL ESTATES FIRST ADDITION & PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 299.58 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 4A, BLOCK 1, KEIDEL ESTATES FIRST ADDITION AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 37 MINUTES 08 SECONDS EAST ON SAID EXTENSION LINE, A DISTANCE OF 220.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 4A; THENCE SOUTH 00 DEGREES 03 MINUTES 18 SECONDS WEST ON THE EAST LINE OF SAID LOT 4A, A DISTANCE OF 149.68 FEET TO THE NORTHEAST CORNER OF LOT 4B, BLOCK 1, KEIDEL ESTATES FIRST ADDITION; THENCE SOUTH 00 DEGREES 01 MINUTE 59 SECONDS WEST ON THE EAST LINE OF SAID LOT 4B, A DISTANCE OF 150.21 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4B; THENCE SOUTH 89 DEGREES 35 MINUTES 10 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 4B A

DISTANCE OF 219.91 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 01 MINUTE 09 SECONDS EAST ON SAID WEST LINE A DISTANCE OF 300.02 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 1.51 ACRES, MORE OR LESS.

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:

November 5, 2024
November 19, 2024



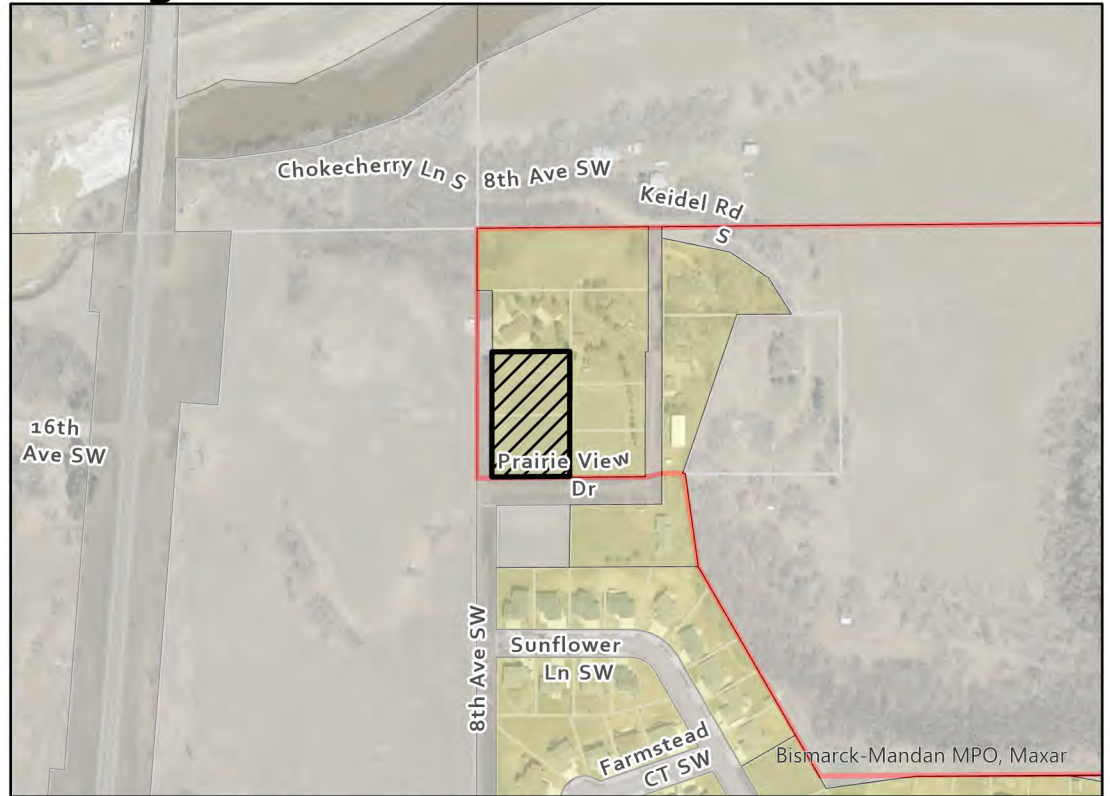
Zoning and Future Land Use Reference Map

Lots 4A and 4B, Keidel Estates

Zoning Map Key

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

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 |
| September '24 Planning Activities |

Future Land Use Plan

