



**PRELIMINARY AGENDA
CITY COMMISSION
JUNE 3, 2025
ED “BOSH” FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

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

A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

D. APPROVAL OF AGENDA

E. MINUTES

1. Consider approval of the following meeting minutes of the Board of City Commissioners:
 - a. May 20, 2025 Regular Meeting
 - b. May 27, 2025 Special Meeting

F. PUBLIC HEARING

G. BIDS

H. CONSENT AGENDA

1. Consider a minor plat for XL Homes Addition
2. Consider the following Abatements:
 - a. Smith 2024 Veterans Credit Abatement
 - b. Wilz 2023 and 2024 Veterans Credit Abatements
3. Consider the following gaming site authorizations:
 - a. Mandan Hockey Club at Central Station from July 1, 2025 to June 30, 2026
 - b. Mule Deer Foundation at Mandan Moose Lodge #425 on June 20, 2025
 - c. Mandan Eagles Aerie 2451 at Mandan Eagles Aerie 2451 from July 1, 2025 to June 30, 2026
4. Consider approval of the 2025 Missouri River Recreational Boating Safety (RBS) grant agreement
5. Consider approval of the following special event permits:
 - a. Send it 24/7 Cornhole Smoke & Oak for Soldiers
 - b. Stage Stop Fourth of July Festivities
 - c. Stage Stop McQuades weekend
 - d. Buffalo Commons-Cousins Maine Lobster food truck
6. Consider Assignment and Consent Agreement with Get Cozy of ND, LLC, Golden Hour Taps, LLC, and the City of Mandan regarding the Forgivable Loan and Promissory Note
7. Consider approval of the Class A, B, BWO, E, Special B and WB liquor license renewals effective July 1, 2025
8. Consider 2025 budget amendment and contract with Interstate Engineering for planning department assistance

I. OLD BUSINESS

J. NEW BUSINESS

1. Consider administrative change orders for the Old Red Trail Shared Use Path project

2. Consider applying for State Water Commission cost-share funding for the 1st Street Reconstruction project

K. RESOLUTIONS AND ORDINANCES

1. Consider the Bond Resolution for \$4,507,000 Water Revenue Bond, Series 2025B (Water Treatment Plant Phase III Optimization Project)
2. Consider the Financing Resolution for Water and Sewer Improvement District No. 65 (2025 Reconstruction Project - Monte Drive)
3. Introduction and First Consideration of Ordinance Nos. 1466 and 1467 related to the management of trees and shrubs

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - June 17, 2025 at 5:30 p.m.
 - July 1, 2025 at 5:30 p.m.
 - July 15, 2025 at 5:30 p.m.

N. ADJOURN

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

The Mandan City Commission met in regular session at 5:30 PM on May 20, 2025 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, James Froelich, Craig Sjoberg, Ryan Heinsohn (Absent Mike Braun). Department heads present were City Administrator Neubauer, Finance Director Welch, Assessor Markley, Human Resource Director Berger, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Communications Specialist Schmidt, CIS Manager Mischel, Waste Water Treatment Plant Superintendent Ryan Malsam and Attorney Sand.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *If I Were Mayor Essay Contest.* The mayor introduced "If I Were Mayor" essay contest winner, Eva Benz. Eva is a seventh grade student at Mandan Middle School. Eva read her essay and sat in on the meeting to gain experience.

2. *Public Works Open House May 22.* Public Works Director Shane O'Keefe invited the public to attend the Public Works Open House on May 22 from 4-6 p.m.

Mandan Progress Organization Executive Director Matt Schanadore provided a recap on the May 17 Touch a Truck event. There were 45 businesses participating, about 75 vehicles showcased, and approximately 6,500 people attended the event.

Commissioner Rohr shared a recap of the Peace Officers Memorial service that took place on May 15, thanking all those who were involved in the service.

D. APPROVAL OF AGENDA Commissioner Rohr moved and Commissioner Heinsohn seconded to approve as presented. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

E. MINUTES

1. *Consider approval of the May 6, 2025 Board of City Commissioners meeting minutes .* Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve as presented. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

F. PUBLIC HEARING

1. *Consider a variance for Lot 1, Block 35, Mandan Proper.* Building Official Singer presented the variance request. Darren Buffington (representing Father Josh Waltz) spoke about the project. 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 Rohr moved and Commissioner Heinsohn seconded to approve the building setback variance and shared parking agreement contingent upon the approval and recording of a shared parking agreement. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

2. *Consider a variance for Lot 2, Block 1, Midway 10th Addition.* Building Official Singer

presented the variance request. 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 Sjoberg moved and Commissioner Heinsohn seconded to approve the setback variance as presented in the agenda packet contingent upon Mandan Architecture Review Commission review and approval. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

G. BIDS

1. *Consider concurring to award a bid for the North Dakota Department of Transportation chip seal projects.* City Engineer Wigness presented the item. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve the Resolution of Concurrence for the NDDOT projects, as presented. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

H. CONSENT AGENDA

1. *Consider approval of monthly bills.*
2. *Consider approval of the following gaming site authorizations:.*
 - a. *Fort Abraham Lincoln Foundation at Midway Lanes from July 1, 2025 to June 30, 2026.*
 - b. *Fort Abraham Lincoln Foundation at Lonesome Dove from July 1, 2025 to June 30, 2026.*
 - c. *Fort Abraham Lincoln Foundation at Black Lions from July 1, 2025 to June 30, 2026.*
 - d. *Fort Abraham Lincoln Foundation at Big Stick Cigar from July 1, 2025 to June 30, 2026.*
 - e. *Fort Abraham Lincoln Foundation at the Paddle Trap from July 1, 2025 to June 30, 2026.*
 - f. *Matpac Wrestling Club, Inc. at The Scapegoat Bar from July 1, 2025 to June 30, 2026.*
 - g. *Matpac Wrestling Club, Inc. at Stage Stop from July 1, 2025 to June 30, 2026.*
 - h. *Matpac Wrestling Club, Inc. at Old Town Tavern from July 1, 2025 to June 30, 2026 .*
 - i. *Matpac Wrestling Club, Inc. at Last Call Bar from July 1, 2025 to June 30, 2026*
 - j. *Bismarck Cancer Center Foundation at Dale Pahlke Rodeo Arena from July 1 to July 4, 2025.*
 - k. *Mandan Hockey Club Inc. at Blackstone Tavern from July 1, 2025 to June 30, 2026.*
 - l. *Mandan Hockey Club Inc. at Old Ten Bar & Grill from July 1, 2025 to June 30, 2026.*
 - m. *Mandan Hockey Club Inc. at Vicky's Sports Bar from July 1, 2025 to June 30, 2026.*
 - n. *Mandan Moose Lodge #425 at Mandan Moose Lodge #425 from July 1, 2025 to June 30, 2026.*
3. *Consider approval of the Class A, C, D, D1, E, F and Special B liquor license renewals effective July 1, 2025.*
4. *Consider a minor plat for Lakewood Harbor 3rd Addition.*
5. *Consider entering into an agreement with the North Dakota Office of State Tax Commissioner for the administration of Mandan's local sales, use and gross receipts taxes for the 2025-2027 biennium.*
6. *Consider approval of the Passport Agent (Library) job description.* Commissioner Rohr

moved and Commissioner Sjoberg seconded to approve consent agenda items 1-6 including all subitems, as presented. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

I. OLD BUSINESS

J. NEW BUSINESS

1. *Consider approval of the 2025 North Dakota Game and Fish Boat RBS (Recreational Boat Safety) Funding Agreement.* Fire Chief Bitz presented the item. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to allow staff to enter into an agreement with the North Dakota Game and Fish Department to accept the 2025 Recreational Boat Safety Program grant funding and allow Fire Department Staff to proceed with the boat purchase as described above. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

2. *Consider a Storefront Improvement application for NAPA Auto Parts, 400 E Main St.* Business Development & Communications Director Cermak presented the item. Commissioner Sjoberg moved and Commissioner Rohr seconded to approve the Storefront Improvement application for 400 E Main St by NAPA Auto Parts for up to \$60,000 in matching funds to be structured as a forgivable loan. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

3. *Consider an Engineering Service Agreement Amendment for Street Improvement District 236, First Street Improvements.* City Engineer Wigness presented the item. There are three business-owner meetings scheduled within the scope of this agreement, so the City can continue to work with businesses in phase I and the future phase II portion of the project. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve the amendment including final design services, as presented. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

4. *Consider approval of the proposal to remove and replace the sewage lift pumps at the Law Enforcement Center.* Police Chief Ziegler presented the item. Commissioner Rohr moved and Commissioner Heinsohn seconded to approve using \$15,040 from the Law Enforcement Center (LEC) Building Fund to remove and replace the sewage lift pumps at the Law Enforcement Center. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

5. *Consider approval of 2024 Records Disposal for the following Departments:.* Assessor Markley presented the item. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve the 2024 record disposal for the following departments in compliance with the record retention schedules in accordance with state law & city policy; Finance, Utility Billing and Assessing. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

a. *Assessing.*

b. *Utility Billing.*

c. *Finance.*

6. *Consider providing Flex PACE letters of support to the following:.*

a. *Redline Plumbing Heating & Air LLC.* Business Development & Communications Director Cermak presented the item. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve providing a Flex PACE letter of support for Redline Plumbing Heating & Air LLC. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

b. *Buller Automotive, Inc.* Business Development & Communications Director Cermak presented the item. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve

providing a Flex PACE Letter of Support to Buller Automotive, Inc. Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

K. RESOLUTIONS AND ORDINANCES

1. *Consider the Financing Resolution for Street Improvement District No. 239 (Memorial Highway Project).* Finance Director Welch presented the item. Commissioner Sjoberg moved and Commissioner Rohr seconded to approve the Financing Resolution for Street Improvement District No. 239 (Memorial Highway Project). Roll Call vote: Aye 4, Nay 0, Absent Commissioner Braun. The motion passed.

L. OTHER BUSINESS

M. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *May 27, 2025 at 5:30 p.m., Special Meeting, Long Term Financial Planning*
- *June 3, 2025 at 5:30 p.m.*
- *June 17, 2025 at 5:30 p.m.*
- *July 1, 2025 at 5:30 p.m.*

N. ADJOURN There being no further business to come before the board, the meeting adjourned at 6:29 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners

The Mandan City Commission met in special session at 5:30 PM on May 27, 2025 in the Veterans Conference Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, James Froelich, Craig Sjoberg, Ryan Heinsohn (absent Michael Braun). Department heads present were City Administrator Neubauer, Finance Director Welch, Assistant Finance Director Schulz, Assessor Markley, Human Resource Director Berger, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Communications Specialist Schmidt, CIS Manager Mischel, and Waste Water Treatment Plant Superintendent Ryan Malsam.

B. THE PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA Commissioner Heinsohn moved and Commissioner Rohr seconded to approve as presented. Roll Call vote: Aye 4, Nay 0 (Absent Commissioner Braun). The motion passed.

D. NEW BUSINESS

1. *Long Term Financial Planning.* Finance Director Welch and Assistant Finance Director Schulz presented the findings of the long-term financial plan and recommendations for the 2026-2030 budgets. Welch went over the timeline for the 2026 preliminary budget.

E. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *Tuesday, June 3 at 5:30 p.m.*
- *Tuesday, June 17 at 5:30 p.m.*
- *Tuesday, July 1 at 5:30 p.m.*
- *Tuesday, July 15 at 5:30 p.m.*

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F. ADJOURN There being no further business, the meeting adjourned at 7:05 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: February 11, 2025
SUBMITTING DEPARTMENT: Planning
DEPARTMENT DIRECTOR:
PRESENTER:
SUBJECT: Consider a request for a minor plat for XL Homes Addition.

STATEMENT/PURPOSE:

Consider a request for a minor plat for XL Homes Addition.

BACKGROUND/ALTERNATIVES:

Charlotte Liebelt and Dan Masseth is requesting approval of a minor plat for XL Homes Addition.

Property History

Minor Plat

The plat is 2.09 acres in size and the property has roughly five hundred forty-one feet of frontage along the memorial highway.

Adjacent Properties Zoning, Land Use, and Future Land Use

This property is zoned CC - Commercial/Light Industrial Transition. Properties to the Southeast and Southwest are also zoned CC - Commercial/Light Industrial Transition. Properties to the North and West are zoned MC - Heavy Commercial/Light Industrial Restricted. The Future Land Use Plan designates this property as Commercial.

Additional Information and Public Outreach

- The application and fee of \$300 was received on December 31, 2024.
- This item as a minor plat does not require notices.

Staff Comments

Findings of Fact Minor Plat

1. All technical requirements for approval of a minor plat have been met;
2. The proposed subdivision generally demonstrates an ability for the property to align with the Future Land Use Plan and other plans and studies;
3. The proposed plat is not located in the Special Flood Hazard Area or an area where the proposed development would adversely impact water quality and/or environmentally sensitive lands, or areas that are topographically unsuited for development;
4. The proposed plat is consistent with the general intent and purpose of the zoning ordinance;
5. The proposed plat is generally consistent with the master plan, other adopted plans, policies and accepted planning practice; and
6. The proposed plat would not adversely affect the public health, safety, and general welfare.

ATTACHMENTS:

1. Application
2. Location Map
3. XL Homes Addition

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

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

RECOMMENDATION:

Staff recommends approval of XL Homes Addition.

SUGGESTED MOTION:

I move to approve XL Homes Addition.

| CITY OF MANDAN | | |
|---|--|--|
| Development Review Application | | |
| X | Minor Plat (\$300) | Zone Change (\$600) |
| | Preliminary Plat up to 20 acres (\$450) | Planned Unit Development (\$700) |
| | Preliminary Plat more than 20 acres (\$500) | Land Use and Transportation Plan Amendment (\$1,000) |
| | Final Plat up to 20 lots (\$450) | Vacation (\$500) |
| | Final Plat 21 to 40 lots (\$600) | Variance (\$400) |
| | Final Plat more than 40 lots (\$750) | Special Use Permit (\$450) |
| | Annexation (\$450) | Stormwater submittal (\$300) |
| | Masterplanned Subdivision (not accepted without preliminary plat) (\$250) | Stormwater 2 nd & subsequent resubmittal (\$50) |
| | Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250) | Document Recording (\$30) |
| Summary of Request (Add separate sheet(s) as necessary) | | |
| To combine two existing lots into one lot | | |

| Engineer/Surveyor | | | Property Owner or Applicant | | |
|---|-------------|--------------|---|-------------|--------------|
| Name Toman Engineering Co | | | Name Charlotte Liebelt / Dan Masseth | | |
| Address 501 1st St NW | | | Address PO Box 1832 | | |
| City Mandan | State ND | Zip 58554 | City Aberdeen | State SD | Zip 57402 |
| email andram@tomanengineering.com | | | email homes@xlhomes.net | | |
| Phone 701-663-6483 | | Fax | Phone 701-319-1173 | | 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 | |
|----------------------|--------------------|---------|----------------|-------------------------------|----------------|-------------------|--|
| X | City | ETA | New X Addition | CC | No Change | XL Homes Addition | |
| Property Address | | | | Legal Description | | | |
| 2517 Memorial Hwy SE | | | | Lot A & Lot 1 of Lot A, SW1/4 | | | |
| Current Use | | | | | | | |
| Commercial | | | | | | | |
| Proposed Use | | | | | | | |
| No Change | | | | Section 25 | Township 139 N | Range 81 W | |
| Parcel Size 2.09 | Building Footprint | Stories | Building SF | Required Parking | | Provided Parking | |

| | | |
|---------------------------|--------------------------|------------------|
| Print Name Dan Masseth | Signature Dan Masseth | Date 12-30-24 |
|---------------------------|--------------------------|------------------|

| Office Use Only | | | |
|-----------------|---------------------------|-------------------|-----------------|
| Date Received: | Initials: nm | Fees Paid: \$ 300 | Date 12-31-2024 |
| Notice in paper | Mailed to neighbors | P&Z meeting | |
| Approved | Approved with conditions: | | |
| Denied | | | |



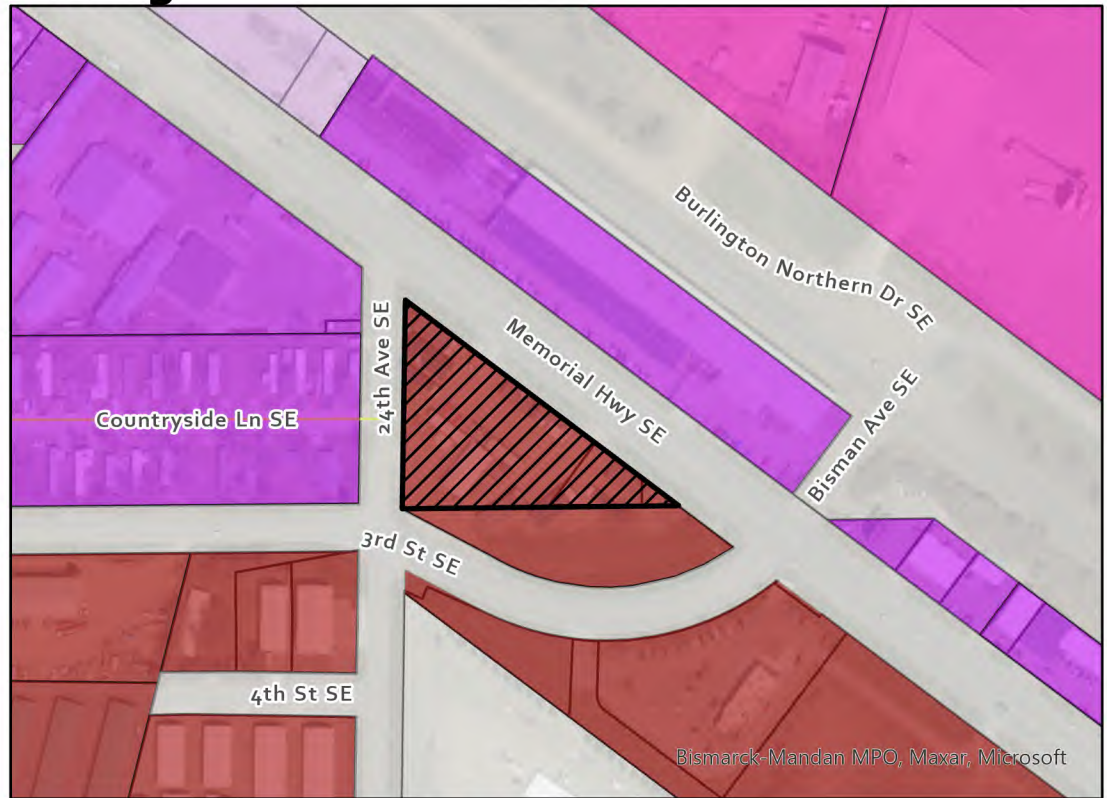
Zoning and Future Land Use Reference Map

XL Homes Addition

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
- February '25 Planning Activities



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
- February '25 Planning Activities

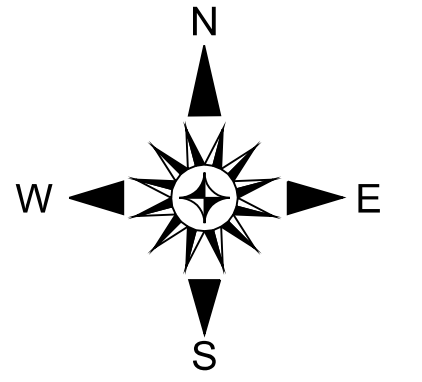
Future Land Use Plan



XL HOMES ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

PARTS OF LOT A AND LOT 1 OF LOT A OF THE SW1/4 OF SECTION 25, T139N-R81W OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA



2-12-2025

0 30' 60'

HORIZ. DATUM: NAD83
VERT. DATUM: NAVD88

LEGEND

- FOUND REBAR MONUMENT
● SET REBAR MONUMENT

OWNER:
CHARLOTTE LIEBELT
PO BOX 1832
ABERDEEN, SD 57402

BASIS OF BEARING:
WEST BOUNDARY LINE
NORTH 00° 47' 04" EAST

NOTES:

1. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
2. SUBJECT TO ALL EASEMENTS OF RECORD WHETHER SHOWN OR NOT SHOWN.
3. TOTAL LOTS: 1.77 AC±
TOTAL ROW: 0.27 AC±
TOTAL ACREAGE: 2.04 AC±

DESCRIPTION OF PROPERTY

A TRACT OF LAND BEING A PART OF LOT A AND LOT 1 OF LOT A OF THE SW1/4 OF SECTION 25, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 25, T139N-R81W, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT A OF THE SW1/4 OF SAID SECTION 25; THENCE NORTH 00°47'04" EAST ALONG THE WEST BOUNDARY LINE OF SAID LOT A FOR 368.13 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MEMORIAL HIGHWAY; THENCE SOUTH 53°01'31" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE FOR 543.91 FEET TO A POINT ON THE WEST BOUNDARY LINE OF PARCEL 7-1 OF LOT 1 OF SAID LOT A AND PARCEL 7-2 OF SAID LOT A; THENCE SOUTH 00°05'47" WEST ALONG SAID WESTER BOUNDARY LINE FOR 35.91 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID LOT A; THENCE SOUTH 89°20'36" WEST ALONG SAID SOUTH BOUNDARY LINE FOR 439.54 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 2.04 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, ANDRA MARQUARDT, NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 4623, HEREBY CERTIFY THAT I HAVE CAUSED TO BE 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 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.

ANDRA MARQUARDT, RLS 4623

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED, BEING THE 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.

CHARLOTTE LIEBELT

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2025.

NOTARY PUBLIC
COUNTY, _____
MY COMMISSION EXPIRES: _____

DANIEL MASSETH

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 2025.

NOTARY PUBLIC
COUNTY, _____
MY COMMISSION EXPIRES: _____

APPROVAL OF BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN 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 THIS ____ DAY OF _____, 2025.

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 "XL HOMES ADDITION," OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS, PE



**TOMAN ENGINEERING
COMPANY**
501 1st Street NW, Mandan, ND 58554
Ph: 701-663-6483 * www.tomanengineering.com



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 19, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatements

STATEMENT/PURPOSE:

To consider the Abatement Application(s)

BACKGROUND/ALTERNATIVES:

N/A

ATTACHMENTS:

None

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster

RECOMMENDATION:

N/A

SUGGESTED MOTION:

N/A



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 19, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatement Application Veterans Credit for Daniel Smith

STATEMENT/PURPOSE:

To consider the 2024 Application for Disabled Veterans Property Tax Credit for property located at 407 7th Ave SW.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-4804000 with a legal description of N 74' Lots 7-9 (Less W 15' Lot 9) Block 7 Mandan Land & Improvement Co's South Side Addn.

Reason for Abatement: I have reviewed the Disabled Veterans Property Tax Credit Application and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2024.

ATTACHMENTS:

1. SMITH 2024 VET CREDIT ABATEMENT
2. VETERANS CREDIT FLYER

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster.

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2024 Abatement Application for Daniel Smith at 407 7th Ave SW as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2024 Abatement Application for Daniel Smith at 407 7th Ave SW as presented.

RECEIVED
MAY 14 2025
BY:

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
County of Morton
Assessment District City of Mandan
Property I.D. No. 65-4804000
Name SMITH/DANIEL & GRETA LANDOWSKI
Telephone No.
Address 407 7TH AVE SW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

N 74' LOTS 7-9 (LESS W 15' LOT 9) BLOCK 7 MANDAN LAND & IMPROVEMENT CO'S SOUTH SIDE ADD

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

Land \$ 24,000
Improvements \$ 142,100
Total \$ 166,100
(1)

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

Land \$ 24,000
Improvements \$ 142,100
Total \$ 166,100
(2)

The difference of \$ 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? yes/no Estimated value: \$
- 2. Has the property been offered for sale on the open market? yes/no If yes, how long? 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 2024 Vet credit

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 Date
24775 (2-2016) 14 May 2025

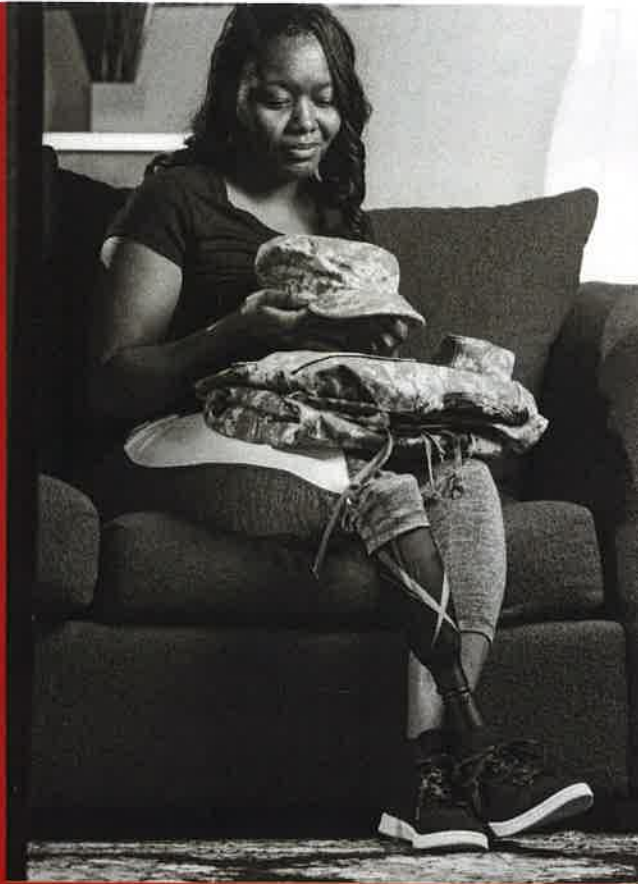
Additional Information

To qualify, veterans must meet all eligibility requirements and file an application with the local assessor or county director of tax equalization, by March 31 in the year that the property is assessed and credit is requested.

To obtain disability and honorable discharge documentation, please contact the North Dakota Department of Veterans Affairs at 866-634-8387.

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

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



Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER



Office of State Tax Commissioner
Brian Kroshus
Tax Commissioner

600 E. Boulevard Ave., Dept. 127
Bismarck, ND 58505-0599
propertytax@nd.gov

701-328-3127 or 877-328-7088
800-366-6888 (TTD)



Visit tax.nd.gov for more information.



The Program

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

This credit may help reduce the taxable value of a residence and associated taxes due.

Eligibility Details

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



Applicants will need to provide their Certificate of Release or Discharge from Active Duty (DD214) provided by the U.S. Department of Defense and the determination of disability by the U.S. Department of Veterans Affairs to your local assessor or county director of tax equalization.

To apply, please submit the Application for Disabled Veterans Property Tax Credit to your local assessor.

Download the application at **tax.nd.gov/veterans** or via the QR code.



Visit the North Dakota Office of State Tax Commissioner's website for more information at **tax.nd.gov**.



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 28, 2025
SUBMITTING DEPARTMENT: Assessing Department
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Veterans Credit Abatement Applications for Grant Wilz

STATEMENT/PURPOSE:

To consider the 2023 & 2024 Applications for Disabled Veterans Property Tax Credit for property located at 406 14th ST NW.

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel #65-2011000 with a legal description of Lot 4 Block 1 Mandan Heights Addn.

Reason for Abatement: I have reviewed the Disabled Veterans Property Tax Credit Applications and documentation, which are on file in my office. This applicant qualifies for the Disabled Veterans Property Tax Credit for 2023 & 2024.

ATTACHMENTS:

1. WILZ 2023-2024 VETERANS CREDIT ABATEMENT FORMS
2. VETERANS CREDIT FLYER

FISCAL IMPACT:

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

STAFF IMPACT:

N/A

LEGAL REVIEW:

Submitted to City Attorney Amy Oster.

RECOMMENDATION:

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

2023 & 2024 Abatement Applications for Grant Wilz at 406 14th ST NW as presented.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2023 & 2024 Abatement Applications for Grant Wilz at 406 14th ST NW as presented.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District CITY OF MANDAN

County of MORTON

Property I.D. No. 65-2011000

Name WILZ/GRANT

Telephone No. _____

Address 406 14TH ST NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 4 BLOCK 1 MANDAN HEIGHTS 1ST

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

Land \$ 35,000
Improvements \$ 179,400
Total \$ 214,400
(1)

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

Land \$ 35,000
Improvements \$ 179,400
Total \$ 214,400
(2)

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

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☒ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain) _____

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

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

Applicant asks that

Veterans Credit be approved.

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

Date

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
County of MORTON
Name WILZ/GRANT
Address 406 14TH ST NW, MANDAN, ND 58554-0000
Assessment District CITY OF MANDAN
Property I.D. No. 65-2011000
Telephone No. _____

Legal description of the property involved in this application:

LOT 4 BLOCK 1 MANDAN HEIGHTS 1ST

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

Land \$ 40,000
Improvements \$ 191,100
Total \$ 231,100
(1)

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

Land \$ 40,000
Improvements \$ 191,100
Total \$ 231,100
(2)

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

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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 \$ _____
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Applicant asks that

Veterans credit be approved.

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

Date

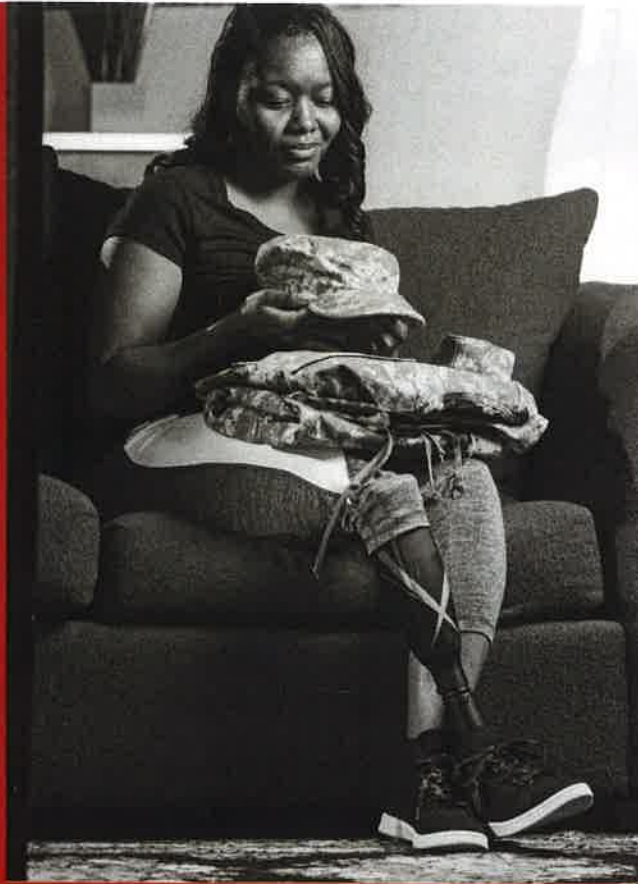
Additional Information

To qualify, veterans must meet all eligibility requirements and file an application with the local assessor or county director of tax equalization, by March 31 in the year that the property is assessed and credit is requested.

To obtain disability and honorable discharge documentation, please contact the North Dakota Department of Veterans Affairs at 866-634-8387.

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

| Disability % | Maximum Reduction |
|--------------|-------------------|
| 100% | \$8,100 |
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| 60% | \$4,860 |
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Disabled Veterans

PROPERTY TAX CREDIT

OFFICE OF STATE TAX COMMISSIONER



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Tax Commissioner

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The Program

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This credit may help reduce the taxable value of a residence and associated taxes due.

Eligibility Details

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



Applicants will need to provide their Certificate of Release or Discharge from Active Duty (DD214) provided by the U.S. Department of Defense and the determination of disability by the U.S. Department of Veterans Affairs to your local assessor or county director of tax equalization.

To apply, please submit the Application for Disabled Veterans Property Tax Credit to your local assessor.

Download the application at **tax.nd.gov/veterans** or via the QR code.



Visit the North Dakota Office of State Tax Commissioner's website for more information at **tax.nd.gov**.



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 21, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorizations

STATEMENT/PURPOSE:

To consider gaming site authorizations.

BACKGROUND/ALTERNATIVES:

These are gaming site authorizations received since May 19, 2025 to be considered for approval.

ATTACHMENTS:

None

FISCAL IMPACT:

n/a

STAFF IMPACT:

n/a

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve.

SUGGESTED MOTION:

I move to approve the gaming site authorizations as presented.



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization

Mandan Hockey Club

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Central Station

| | | | |
|---|---|---|-------------------------|
| Street 111 Collins Ave | City Mandan | ZIP Code 58554 | County Morton |
| Beginning Date(s) Authorized July 1, 2025 | Ending Date(s) Authorized June 30, 2026 | Number of Twenty-One tables, if zero, enter "0" 1 | |

Specific location where games of chance will be conducted and played at the site (required)

Bar Area

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

| | | |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

| | |
|---|------|
| Attorney General | Date |
| Signature of City/County Official | Date |
| PRINT Name and official position of person signing on behalf of city/county above | |

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

| | | | | | |
|--|--|--|--|--|-------------------------|
| Site Owner (Lessor) <i>Ryan Deichert</i> | | Site Name Central Station | | Site Phone Number 701-751-2244 | |
| Site Address 111 Collins Ave | | City Mandan | State ND | Zip Code 58554 | County Morton |
| Organization Mandan Hockey Club | | Rental Period 7/1/25 to 6/30/26 | | | Monthly Rent Amount |
| 1. Is Bingo going to be conducted at the site? | | | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes | |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. | | | <input type="checkbox"/> No | <input type="checkbox"/> Yes | \$ |
| 2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ | | | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | \$ |
| Number of Tables with wagers over \$5 1 X Rent per Table \$ 300 | | | | | \$ 300 |
| 3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____ | | | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes | \$ |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device | | | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes | \$ 325 |
| 5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 10 | | | <input type="checkbox"/> No | <input type="checkbox"/> Yes | \$ 1250 |
| Total Monthly Rent | | | | | \$ 1875 |
| 6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/> | | | | | |

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

| | | |
|--|--------------------------------|--------------------------|
| Signature of Lessor <i>Ryan Deichert</i> | Title <i>Owner</i> | Date <i>5-16-2025</i> |
| Signature of Lessee <i>Johnny Metzger</i> | Title <i>Gaming Manager</i> | Date <i>5-16-2025</i> |

North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable Expenses - Rent Limits)

4. For a site where bingo is conducted:
 - a. If bingo is the primary game, the monthly rent must be reasonable
 - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game.
 - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or a jar bar and dispensing device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
 - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, the monthly rent may not exceed four hundred dollars.
 - c. If pull tabs is conducted using one or more electronic pull tab devices, the monthly rent may not exceed one hundred seventy-five dollars per machine for the first five machines in the same venue. For each additional machine in the same venue beyond five, the monthly rent may not exceed seventy-five dollars per machine up to a maximum of one thousand two hundred fifty dollars per month for all electronic pull tab devices in a single venue.

North Dakota Administrative Code § 99-01.3-02-06 (Rental Agreement)

3. Rent must be a fixed dollar amount per month
 - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
 - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning, and heating, to a vendor.
 - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century Code section 53-06.1-11.
Special considerations are:
 - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of North Dakota Century Code section 53-06.1-11; and
 - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels or pull tabs, no additional rent is allowed.
 - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.
- *4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general before its effective date.

North Dakota Administrative Code § 99-01.3-08-01 (Restrictions and Requirments)

4. An organization may pay monthly rent for more than one table provided that each additional table is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year. The organization shall document each table's usage, which includes the date, table number, and drop box cash amount for each table and how the prorated rental amounts were determined. This documentation must be retained with the organization's twenty-one records for three years.



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization

Mule Deer Foudation

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Mandan Moose Lodge #425

| | | | |
|--|---|---|-------------------------|
| Street 111 11TH AVE NE | City Mandan | ZIP Code 58554 | County Morton |
| Beginning Date(s) Authorized 6/20/25 | Ending Date(s) Authorized 6/20/25 | Number of Twenty-One tables, if zero, enter "0" 0 | |

Specific location where games of chance will be conducted and played at the site (required)

Event Room

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

| | | |
|---|--|---|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

| | |
|---|------|
| Attorney General | Date |
| Signature of City/C | Date |
| PRINT Name and official position of person signing on behalf of city/county above | |

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

| | | | | |
|---|---|---|--------------------------|--|
| Site Owner (Lessor) Mandan Moose Lodge #425 | | Site Name Mandan Moose Lodge #425 | | Site Phone Number 701-663-9425 |
| Site Address 111 11TH AVE NE | City Mandan | State ND | Zip Code 58554 | County Morton |
| Organization Mule Deer Foundation | Rental Period June 20, 2025 to June 20, 2025 | | | Monthly Rent Amount |
| 1. Is Bingo going to be conducted at the site? | | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | |
| 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. | | <input type="checkbox"/> No <input type="checkbox"/> Yes | | \$ |
| 2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ | | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | \$ |
| Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____ | | | | \$ |
| 3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____ | | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | \$ |
| 4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device | | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | \$ |
| 5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices _____ | | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | | \$ |
| Total Monthly Rent | | | | \$ |

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☒

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

| | | |
|-------------------------|-----------------------------------|------------------------|
| Signature of Lessor | Title General Manager | Date 5/14/25 |
| Signature of Lessee | Title Regional Director | Date 5/14/25 |

North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable Expenses - Rent Limits)

4. For a site where bingo is conducted:
 - a. If bingo is the primary game, the monthly rent must be reasonable
 - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game.
 - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or a jar bar and dispensing device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
 - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, the monthly rent may not exceed four hundred dollars.
 - c. If pull tabs is conducted using one or more electronic pull tab devices, the monthly rent may not exceed one hundred seventy-five dollars per machine for the first five machines in the same venue. For each additional machine in the same venue beyond five, the monthly rent may not exceed seventy-five dollars per machine up to a maximum of one thousand two hundred fifty dollars per month for all electronic pull tab devices in a single venue.

North Dakota Administrative Code § 99-01.3-02-06 (Rental Agreement)

3. Rent must be a fixed dollar amount per month
 - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
 - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning, and heating, to a vendor.
 - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century Code section 53-06.1-11.

Special considerations are:

 - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of North Dakota Century Code section 53-06.1-11; and
 - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels or pull tabs, no additional rent is allowed.
 - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.
- *4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general **before** its effective date.

North Dakota Administrative Code § 99-01.3-08-01 (Restrictions and Requirments)

4. An organization may pay monthly rent for more than one table provided that each additional table is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year. The organization shall document each table's usage, which includes the date, table number, and drop box cash amount for each table and how the prorated rental amounts were determined. This documentation must be retained with the organization's twenty-one records for three years.



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G-0031(482)A

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Mandan Eagles Aerie 2451

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location

Mandan Eagles Aerie 2451

| | | | |
|---|--|---|-------------------------|
| Street 1400 Collins Avenue | City Mandan | ZIP Code ND | County Morton |
| Beginning Date(s) Authorized 07/01/2025 | Ending Date(s) Authorized 03 | Number of Twenty-One tables, if zero, enter "0" | |

Specific location where games of chance will be conducted and played at the site (required)

Lounge BAR DENW Room

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

| | | |
|--|---|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input checked="" type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input checked="" type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input checked="" type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input checked="" type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Monday - Saturday

Hours of gaming (if restricted)

11:00 AM-12:45PM

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

| | |
|---|------|
| Attorney General | Date |
| Signature of City/County Official | Date |
| PRINT Name and official position of person signing on behalf of city/county above | |

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 23, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the 2025 Missouri River
Recreational Boating Safety (RBS) grant agreement

STATEMENT/PURPOSE:

Consider approval of the 2025 Missouri River Recreational Boating Safety (RBS) grant agreement

BACKGROUND/ALTERNATIVES:

Mandan Police Department will work with the North Dakota Game and Fish Department to patrol the Missouri River in the Bismarck/Mandan area during the 2025 summer boating season.

ATTACHMENTS:

1. 2025 mis riv mpd_001
2. 2025 mpd mou_001
3. Exhibit 2

FISCAL IMPACT:

The grantor will reimburse the allowable expenses incurred while performing Boating Law Enforcement on the Missouri River, in the Bismarck/Mandan area during the summer boating season.

STAFF IMPACT:

Officers can choose to sign up for river patrol outside their scheduled shifts.

LEGAL REVIEW:

Attorney Amy Oster has reviewed the 2025 Missouri River Recreational Boating Safety (RBS) grant agreement and approved it being sent for Commission approval.

RECOMMENDATION:

I recommend approving the 2025 Missouri River Recreational Boating Safety (RBS) grant agreement.

SUGGESTED MOTION:

I move to approve the 2025 Missouri River Recreational Boating Safety (RBS) grant agreement.

2025 Missouri River – RBS GRANT AGREEMENT

The **AGREEMENT** is made and entered into by and between the Mandan Police Department hereinafter referred to as the Grantee, and the North Dakota Game and Fish Department, hereinafter referred to as the Grantor.

Whereas, Grantee and the Grantor are mutually interested and desire to cooperate and coordinate their law enforcement efforts on the Missouri River.

Whereas, Grantor agrees to reimburse the allowable expenses incurred by the grantee while performing Boating Law Enforcement on the Missouri River, in the Bismarck/Mandan area, during the summer boating season, pursuant to the guidelines set forth by the National Recreational Boating Safety Program, and the Memorandum of Understanding Operational Plan for the Missouri River Patrol Team.

Specifically, Grantee shall agree to:

1. Perform activities relating to the Boating Law Enforcement on the Missouri River, in the Bismarck/Mandan area, during the summer boating season as outlined in the MOU Operational plan **(see Exhibit 1)**.
2. Submit all requests for reimbursement under this agreement to the ND Game and Fish Department **by July 15, 2025 (for expenditures dated May 1 through June 30) and by September 30, 2025 (for expenditures dated July 1 through September 30)**. Requests are to be accompanied by an itemized listing of expenses and/or photocopies of receipts, procurement supporting documentation, proof of payment, and must verify match incurred by Grantee.
3. Certify by signing this agreement that it possesses legal authority to apply for the Federal assistance; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
4. Notify the Grantor promptly of all potential claims that arise from or result from this agreement. The Grantee shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the State the opportunity to review and inspect such evidence, including the scene of an accident.
5. Perform as an independent entity under this agreement. The Grantee, its employees, agents, or representatives are not employees of the state of North Dakota for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, F.I.C.A., F.U.C.A., the North Dakota Unemployment Compensation and Workers Compensation Acts, and the provisions of North Dakota Century Code Chap. 32-12.2. No part of this agreement may be construed to represent the creation of an employer-employee relationship. The Grantee shall retain sole discretion in the manner and means of carrying out the obligations and responsibilities to be performed under this agreement, except to the extent specified in this agreement. Grantee does not have the authority to contract for or incur obligations on behalf of the State.
6. Certify by signing this agreement that neither them, a Subcontractor, nor their principals, are

presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.

7. The Grantee also certifies by signing this agreement that the Grantee's procurement systems, policies, procedures and standards comply with the requirements of 2 CFR part 200. The systems, policies, procedures, and standards are available for review. See:
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

8. Comply with 2 CFR 200.217 Whistleblower protections.

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

9. Provide the Grantor with the information necessary to comply with the Grantor's Federal Funding Accountability and Transparency Act (FFATA) requirements (**Exhibit 2**).
10. Take a physical inventory of the property/equipment purchased wholly or in part with Federal funds and the results will be reconciled with their property records at least once every two years.
11. Not encumber, dispose of in any manner, or use for purposes inconsistent with the original project, the property/equipment purchased wholly or in part with Federal funds without prior written approval of Grantor. To do so, or to terminate the agreement during the useful life of the equipment will require Grantee to reimburse the Grantor for the project costs.
12. Give Grantor advanced notice of any proposed equipment purchases costing in excess of \$5000 per unit. Grantor must obtain approval from the Coast Guard prior to purchase.
13. Comply with all applicable program and grant requirements, terms, conditions, and assurances established by Department of Homeland Security for sub-grant recipients of Federal funds including those in **Exhibit 3**.

Also: See 2 CFR Part 200, 200.317 – 200.326, Procurement.

- (1) Grantee procurement of services and supplies under \$10,000 require one reasonable informal price or rate quote from a qualified source. Grantee procurement of services and supplies between \$10,000 and the Simplified Acquisition Threshold (currently \$250,000) require 3 informal price or rate quotes from qualified sources. Grantee procurement of services and supplies over the Simplified Acquisition Threshold (currently \$250,000) require publicly solicited formal sealed bids (a firm fixed price contract is awarded to the responsible bidder whose bid conforms to all of the terms and conditions of in the invitation for bids, and is the lowest in price) or competitive proposals (a fixed

price or cost-reimbursement contract is awarded to the responsible firm whose proposal is most advantageous to the program with price and other factors considered. Grantee procurement by noncompetitive proposals need prior written USFWS and Grantor authorization.

- (2) Grantee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. See link for small business vendors:
<https://www.sba.gov/partners/contracting-officials/small-business-procurement>
- (3) A Grantee that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (4) The Grantee must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (currently \$250,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Grantee must make independent estimates before receiving bids or proposals.

The Grantee must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the Grantee under 2 CFR Part 200, Subpart E—Cost Principles of this part. The Grantee may reference its own cost principles that comply with the Federal cost principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

- 14. Acknowledge the use of Boating Safety Financial Assistance Funds under the US Department of Homeland Security, CFDA 97.012, in any publications resulting from this grant.

Specifically, Grantor shall agree to:

1. Provide a grant to the grantee for performing boating safety related activities. Grantor agrees to reimburse 100% (50% federal funds, 50% state funds) of the grantee's allowable expenses not to exceed **\$6,000.00** in accordance with the guidelines set forth by the National Recreational Boating Safety Program and the Memorandum of Understanding Operational Plan for the Missouri River Patrol Team after being furnished legitimate proof of expenditures.
2. Provide the following grant-related information:
 - (1) Federal Award Identification.
 - (a) Federal Award Identification Number (FAIN); 70Z02323MO0000528
 - (b) Federal Award Date; 03/22/23
 - (c) Subaward Period of Performance Start and End Date; 5/1/25 – 9/30/25
 - (d) Amount of Federal Funds Obligated by this action; \$3,000.00
 - (e) Total Amount of the Federal Award; \$1,035,126 to date
 - (f) Contact information for awarding official (Jackie Lundstrom, NDGFD, (701) 328-6606),
 - (g) Award is not R&D;
 - (h) NDGFD Indirect cost rate is 57.51% 7/1/24 thru 6/30/26.

Specifically, it is agreed that:

1. This agreement shall commence on **May 1, 2025**, or the date at which this agreement is signed, whichever comes later, and shall remain in effect until **September 30, 2025**.
2. It is further agreed that this agreement may be amended at any time by written mutual consent.
3. All parties agree that each will assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.
4. In accordance with 2 CFR 200, all parties agree to cooperate fully to meet the requirements which necessitate a single audit if cumulative federal funds received from all sources is greater than \$1,000,000. This may include submittal of audit results to the Grantor or to another auditing body.

5. Termination for Lack of Funding or Authority: The Grantor may terminate this agreement upon delivery of written notice, if funding from federal, state, and or other source is not sufficient to allow continuation of this project. This agreement is also contingent upon approval of the State Historical Preservation Officer from an archaeological site maintenance perspective. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to termination.
6. Termination for Cause: If through any cause Grantee shall fail to fulfill in a timely and proper manner its obligations under this agreement or shall violate any of the terms of this agreement, the Grantor shall thereupon have the right to terminate this agreement forthwith by giving written notice to Grantee of such termination and specifying the effective date thereof. The rights and remedies of the Grantor provided in the above related defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.
7. Termination without cause: This Agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) days written notice and delivered by certified mail or in person.
8. Applicable Law and Venue: This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated exclusively in the State District Court of Burleigh County, North Dakota
9. Merger and Modification: This agreement constitutes the entire agreement between the parties. No alteration, amendment, or modification in the provisions of this agreement shall be affective unless it is reduced to writing and signed by both parties.
10. Assignment and Subcontracts: The Grantee shall not have the authority to contract for or on behalf of or incur obligations on behalf of the State. However, the Grantee may subcontract with qualified Vendors of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Grantee agrees to be solely responsible for the performance of any subcontractor.
11. Confidentiality: The Grantee agrees not to use or disclose any information it receives from the Grantor under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the Grantor. The Grantor agrees not to disclose any information it receives from the Grantee which the Grantee has previously identified as confidential and which the Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the Grantor and the Grantee to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.
12. Compliance with Public Records Law: The Grantee understands that, except for disclosures prohibited in Section 11 - Confidentiality, the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this agreement, except for records that are confidential under Section 11, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

13. Retention of Records: The Grantee agrees to retain financial records for a period of three years from the date of submission of the final expenditure report or if subject to audit, until such audit is completed and closed, whichever occurs later. The Grantor, the ND State Auditor, and the federal government (if applicable), and their duly authorized representatives shall have access to the books, documents, papers, and records of the Grantee which are pertinent to the services provided under this agreement.

This contract is not effective until fully executed by both parties.

Mandan Police Department - Grantee



Chief Warden, NDGF

Date



Date

Memorandum of Understanding

Operational Plan for the Missouri River Patrol Team

The North Dakota Game and Fish Department (NDGF), the City of Mandan, Morton County, the City of Bismarck and Burleigh County (individually “department” and collectively, the “Parties”) agree to cooperate and coordinate their law enforcement efforts on the Missouri River.

Purpose

The purpose of this document is to outline an operational work plan to efficiently coordinate and enhance law enforcement on the Missouri River, in the Bismarck/Mandan area, during the summer boating season.

Responsibilities of Parties

Therefore, the Parties agree that:

A. Personnel

1. Officers from each department who sign up for the Missouri River Patrol Team will be working for their own department and are still employed by their own department but will be under this operational plan of the NDGF Enforcement Division and will be participating with the other departments’ personnel. Participation by officers from each department, other than ND Game and Fish personnel, is voluntary and with the approval of their own department.

B. Salary and expenses

1. An officer who works a shift on the Missouri River Patrol Team will be compensated by his or her own department. NDGF will reimburse a department for the prorated salary cost of the officer’s shift including overtime as appropriate.
2. To be eligible for reimbursement under this MOU, a department’s officer must be signed up and receive written approval by their department to work under this operational plan.

C. Uniform and duty gear

1. NDGF will provide uniforms, except for department patches. The uniform will consist of a patrol polo shirt, with appropriate department patches, black shorts or pants and grey ball cap. It will be up to the individual officer to provide the footwear. A “boat shoe” is acceptable, (i.e. Keen, Merrill) or a tennis shoe preferably in a black or grey color. Officers choosing to wear pants may wear their duty boots.
2. Officers shall wear their department’s duty gear in accordance with their own department’s policy.

D. Patrol duties

1. The Missouri River Patrol Team will be staffed with a minimum of two officers.
2. NDGF will contact officers that have signed up the week prior to service to verify time and place of assignment.
3. Officers will work from NDGF Enforcement boats and when applicable, Sheriff’s Department boats.
4. An officer in charge will be assigned to each day’s duty assignment.

5. NDGF agrees to reimburse a department a minimum of two hours work time if an officers arrives for an assigned shift but the shift is subsequently canceled by the officer in charge. If a shift is cancelled, the officer in charge will either contact the scheduled officer directly with notice of the cancellation or notify the officer's applicable shift commander to request they notify the scheduled officer(s). NDGF will not provide reimbursement for any claims when a **shift is cancelled prior to the start of the shift.**
 6. Officers should also check in with the assigned officer in charge to verify if their shift is still on schedule a minimum of 4 hours prior to the start of the shift.
- E. Training
1. NDGF will provide training to officers new to the River Patrol to familiarize officers with boating laws and river operations.
 2. NDGF will provide training to returning officers on an as needed basis.
- F. NDGF is responsible for the overall operational control and scheduling.
- G. This MOU may be amended and or renewed at any time by mutual written consent.
- H. Any department may withdraw or terminate its involvement with the MOU by providing written notice to the Parties at least 30 days in advance of the effective date of the termination. If terminated, the Parties will agree upon termination conditions, including the termination date, and in the event of partial termination, the portion to be terminated. The Parties will not incur any new obligations for the terminated portion after the effective date and will cancel as many outstanding obligations as possible.
- I. Each department shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. Each department shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Each department shall have and keep current at all times during the term of this contract all licenses and permits required by law.
- J. This MOU will commence on May 21, 2025 or the date at which this MOU is signed, whichever comes later, and shall remain in effect until Sept. 30, 2025.

Signed this _____ day of _____ 20____

Jason Ziegler, Chief

Mandan Police Department

Signed this 21 day of May 2025



Scott Winkelman, Chief Game Warden

ND Game & Fish Dept. – Enforcement Division

Pgm Mgr: _____ Grant #: _____ Grant Amount: _____ Grant Date: _____

Exhibit 2

**Federal Funding Accountability and Transparency Act (FFATA) Sub-Grantee Information
(2 CFR Part 25 and 2 CFR Part 170)**

Name of Your Organization _____

Unique Entity Identifier - UEI (Register at SAM.gov) _____

Doing Business As _____

Address (Street, City, State, Zip+4, Congressional District) _____

Place of Performance _____

This award is \$30,000 or greater? ☐ Yes (Continue to Next Section) ☐ No (Skip to Signature)

Please provide the names and total compensation of the five most highly compensated officers/executives **if** in the preceding fiscal year your organization received:

(a) At least 80% of its annual gross revenue from federal contracts, subcontracts, loans, grants, and cooperative agreements **and**

(b) \$25 million or more in annual gross revenues from federal contracts, subcontracts, loans, grants, and cooperative agreements; **and**

(c) The public does not already have access to your data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

_____ Does not apply (skip to signature line) _____ Applies (provide information below)

Name:

Title:

Compensation:

1. _____

2. _____

3. _____

4. _____

5. _____

I certify that the above documented information accurately represents the organization for which I am a representative.

Authorized Signature

Date

Please return this completed form to ND Game and Fish Department, Attn: Corey Wentland, Business Manager, 100 N Bismarck Expressway, Bismarck, ND 58501-5095. Telephone(701)328-6325



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 23, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the special event permit for Send it 24/7 Cornhole Smoke & Oak for Soldiers

STATEMENT/PURPOSE:

Consider approval of the special event permit for Send it 24/7 Cornhole Smoke & Oak for Soldiers

BACKGROUND/ALTERNATIVES:

Smoke & Oak for Soldiers will be a whiskey/bourbon pairing with cigars. It will be onsite at Send-It 24/7 Cornhole, using their liquor license and insurance. See attached special event permit application. All City of Mandan departments have reviewed and signed off on this event.

ATTACHMENTS:

1. Send it 24-7 Cornhole-Smoke & Oak for Soldiers-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 Send-It 24/7 Cornhole Smoke & Oak for Soldiers.

SUGGESTED MOTION:

I move to approve the special event permit for Send-It 24/7 Cornhole Smoke & Oak for Soldiers.

Permit Application #: SE25-03

Date Complete: 5/21/2025

(For office use only)

Pd.
Rec'd
5-13-25

Special Events Permit Application

City of Mandan, ND ^{4/25}

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

Date of Application: _____

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 permits are \$45, to a maximum of \$150.00 per event not to exceed 14 days (including 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, Park and Facility Maintenance, Field Services, 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 the 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.

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

Section 1 – Applicant Information

Name of Event Manager: Send It 24/7 Cornhole

Driver's License Number: _____ State: _____

Date of Birth: _____ Phone Number: 701-751-2359 Email: sendit247.manager@gmail

Address: 1700 E Main St 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: 1700 E Main St _____ City: Mandan _____ State: ND _____ Zip: 58554

Corporation/Organization: _____ State of _____ Incorporation:

Tax ID #: 88-3004703 _____ 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: _____ Date: _____

Contact Name: _____ Phone: _____

E-mail Contact: _____

Section 2 – Event Information

Event Name: Smoke & Oak For Soldiers _____ Anticipated Daily Attendance: 50-75

Event Date(s): June 14, 2025 _____ Set-up Date: June 14, 2025 _____ Hours: 3pm-9pm

Hours of event each day: 6 _____

(begin and end times)

Take down Date(s): June 14, 2025 _____ Hours: 3 _____

E-Mail address for public information: sendit247cornhole@gmail.com

WEB address for public information: Send

Location of Event/physical address: sendit247cornhole.com

Sponsors of the Event: _____

Brief Description of Event:

Whiskey/bourban pairing with cigars with a portion of the proceeds going to Cigars for W

This event will be onsite of our current running bar, with our liquor license and insurance

Estimated number of attendees: 50-75

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: _____

Permit Application #: _____ Date Complete: _____

(For office use only)

Section 3 – Event Features

Will there be an admission charge? ☐ Yes ☒ No

If yes, Printed ticket count: _____ Tickets for pre-sale 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 be sold? ☐ Yes ☒ No

Will Food be sold? ☐ Yes ☒ No

Catered Food ☐ Yes ☐ No

Food Trucks ☐ Yes ☐ No

Other Food _____

Contacted Western Plains Health? ☐ Yes ☒ No

****If food is present (sold or given away) applicant is required to contact Western Plain's Health prior to submitting application to Mandan Police Department. Western Plains Health 701-667-3370.***

List of all vendors/food trucks _____

(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? KFYR

TV: ☐ Yes ☒ No What Stations? _____

Fliers/Posters: ☒ Yes ☐ No How many? 15

Press Releases: ☐ Yes ☒ No How many? _____

Newspaper Ads: ☐ Yes ☒ No What publication? _____

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

Name of Promoter and Promotion Company: _____

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

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

Tents or Canopies ☐ Yes ☐ No

Number of Tents: _____

(Tents require Fire Department inspection.)

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: Renting required fencing from MPO

Contact phone: Matt Schanandore 426-7525

Restroom Accommodations: inside building

Number of required portable toilets: 0

Approved By: _____ Date Approved: _____ Initials: _____

Placement of sanitary toilet facilities must be on site plan.

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

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

Company Contact name: _____
Contact phone: _____

Electrical Services/Generators ☐ Yes ☒ No

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

Company Contact name: _____
Contact phone: _____

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

Carnival/Amusement Rides: ☐ Yes ☒ No

A separate permit from the Fire Department may be required.

Company Contact name: _____
Contact phone: _____

Bonded and Insured Amount: _____

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

Signs / Banners ☐ Yes ☒ No

Company Contact name: _____
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: _____ attach list of locations.)

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

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

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

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

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

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

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

Approved By: _____ Date Approved: _____ Initials: _____
(Section 4 must be approved by Mandan City Engineer, and be approved by the City Commission before the event)

Section 5 – Use of City Utilities

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

Electric Location including amperage _____

Approved By: _____ Date Approved: _____ Initials: _____

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

Water Location(s) _____

Approved By: _____ Date Approved: _____ Initials: _____

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

If so, how will it be disposed of? _____

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: Current company Distributors

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?

There will only be one opening in the gated area and we will have trained staff working t

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

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?

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 officer per event at \$50 per-hour per officer.

Will there be private security? ☒ Yes ☐ No

If so, Number of Security Personnel? 1

Include security points and duties on event plans

****Security is required if alcohol is sold, dispensed, or consumed off and away from a licensed premises in an outdoors setting, including sites which may be protected from the elements by completely enclosed tents.***

****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 – Event Maintenance and Cleanup Plan Required

What is your trash removal and cleanup plan?

Fenced area will be located beside our business dumpster and site will be cleaned immediately

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: _____

Contact Name: _____ Phone: _____

All costs for containers, dumping and 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 assessed.

Section 9 – 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 10– 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.

Applicants 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.....\$50 per hour, per officer, 4 hour
Minimum
Barricades.....Amount charged by contract
Barricade provider

Miscellaneous fees

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 \$50 = \$ _____

Fireworks/Pyrotechnics Permit and Inspection Fee \$ _____

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

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

Event Application Fee (Refer to page 1)

Each day of event \$30.00 x number of days \$ 30

Sunday \$45.00 per day \$ _____

TOTAL: \$ 55

Fees assessed by the Park District are not included.

Date Fees Paid: _____ Initials: _____

Required Documents-With Application

- Private Security Contract (if alcohol present)
- Porta Potty Contract
- Site Map(comprehensive)

Any required documents not included can delay application approval or result in application being denied.

Permit Application #: _____ Date Complete: _____

(For office use only)

Signature Page from City Officials and Department Heads

Mitch L. Bitz 05/23/2025
Mitch L. Bitz (May 23, 2025 09:42 CDT)



Approved



Denied



Conditional—See Narrative

Fire Department

Date

Patrick Haug 05/22/2025
Patrick Haug (May 22, 2025 07:32 CDT)



Approved



Denied



Conditional—See Narrative

Police Department

Date

Jack Higgins 05/22/2025



Approved



Denied



Conditional—See Narrative

Engineering Department

Date

Shane O'Keefe 05/23/2025
Shane O'Keefe (May 23, 2025 14:59 CDT)



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.

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

- 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

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

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)

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

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, therefore.
- (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 therefore, 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.

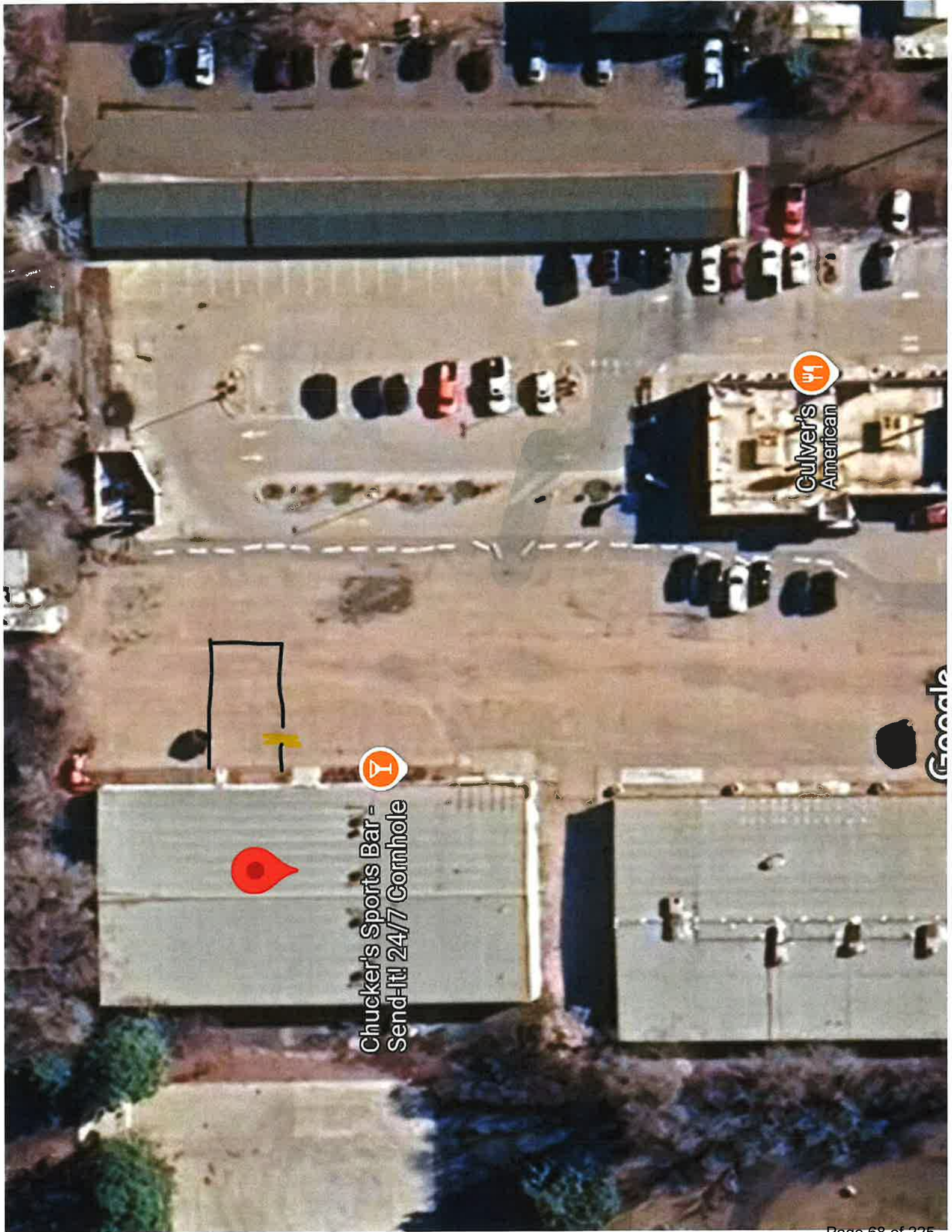
The parade chairperson or other person heading or leading such activity shall carry the parade permit upon their person during the conduct of the parade.

(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)



Chucker's Sports Bar -
Send-It! 24/7 Cornhole



Culver's
American

Google











Send it 24-7 Cornhole-Smoke & Oak for Soldiers-Special Event Permit


Final Audit Report

2025-05-23

| | |
|-----------------|--|
| Created: | 2025-05-21 |
| By: | Tasha Scott (tasha.scott@mandanpd.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAATHeV9x6waHkIGLnBhw4tm8jZmHByOLrQ |

"Send it 24-7 Cornhole-Smoke & Oak for Soldiers-Special Event Permit" History

-  Document created by Tasha Scott (tasha.scott@mandanpd.com)
2025-05-21 - 9:56:53 PM GMT
-  Document emailed to Pat Haug (phaug@mandanpd.com) for signature
2025-05-21 - 9:57:01 PM GMT
-  Document emailed to Mitch Bitz (mbitz@cityofmandan.com) for signature
2025-05-21 - 9:57:01 PM GMT
-  Document emailed to Shane O'Keefe (shane.okeefe@cityofmandan.com) for signature
2025-05-21 - 9:57:01 PM GMT
-  Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature
2025-05-21 - 9:57:01 PM GMT
-  Email viewed by Shane O'Keefe (shane.okeefe@cityofmandan.com)
2025-05-21 - 10:20:51 PM GMT
-  Email viewed by Pat Haug (phaug@mandanpd.com)
2025-05-22 - 12:31:41 PM GMT
-  Signer Pat Haug (phaug@mandanpd.com) entered name at signing as Patrick Haug
2025-05-22 - 12:32:10 PM GMT
-  Document e-signed by Patrick Haug (phaug@mandanpd.com)
Signature Date: 2025-05-22 - 12:32:12 PM GMT - Time Source: server
-  Email viewed by Mitch Bitz (mbitz@cityofmandan.com)
2025-05-22 - 12:34:00 PM GMT

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


2025-05-22 - 1:26:46 PM GMT

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

Signature Date: 2025-05-22 - 1:27:32 PM GMT - Time Source: server

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

2025-05-23 - 2:42:35 PM GMT

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

Signature Date: 2025-05-23 - 2:42:37 PM GMT - Time Source: server

 Document e-signed by Shane O'Keefe (shane.okeefe@cityofmandan.com)

Signature Date: 2025-05-23 - 7:59:53 PM GMT - Time Source: server

 Agreement completed.

2025-05-23 - 7:59:53 PM GMT



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 23, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the special event permit for Stage Stop Fourth of July Festivities

STATEMENT/PURPOSE:

Consider approval of the special event permit for Stage Stop Fourth of July Festivities

BACKGROUND/ALTERNATIVES:

Stage Stop will have live music in the parking lot on July 3rd and July 5th. All City of Mandan Departments have reviewed and signed off on this event. See attached special event application.

ATTACHMENTS:

1. Stage Stop-Fourth of July Festivities-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 Stage Stop Fourth of July Festivities.

SUGGESTED MOTION:

I move to approve the special event permit for Stage Stop Fourth of July Festivities.

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

Special Events Permit Application

City of Mandan, ND ^{4/25}

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

Date of Application: _____

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 permits are \$45, to a maximum of \$150.00 per event not to exceed 14 days (including 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, Park and Facility Maintenance, Field Services, 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 the 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.

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

Section 1 – Applicant Information

Name of Event Manager: Jamie Haff

Driver's License Number: haf-76-4835 State: _____

Date of Birth: 06/03/76 Phone Number: 701-202-1065 Email: jamiehaff1@gmail.com

Address: 111 oakes ave 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: 611 6th ave S.E. City: Mandan State: N.D. Zip: 58554
Corporation/Organization: _____ State of Incorporation: _____
Tax ID #: 33951700 501(c) 3 #: _____ City Sales Tax ID #: 33951733
Have you ever coordinated/promoted another event/s? ☒ Yes ☐ No

If yes, please provide the following:

Last event/s Location: 611 6th ave se Mandan ND 58554 Date: 07/03/2024
Contact Name: Jamie Haff Phone: 701-202-1065
E-mail Contact: jamiehaff1@gmail.com

Section 2 – Event Information

Event Name: forth of July festivities Anticipated Daily Attendance: 500
Event Date(s): 07/03 and 07/05 Set-up Date: 07/03/2025 Hours: 10
Hours of event each day: 07/03/2025 7pm to 1 am 07/05/2025 5pm to 1 am
(begin and end times)
Take down Date(s): 07/05/2025 Hours: 4
E-Mail address for public information: _____
WEB address for public information: _____
Location of Event/physical address: 611 6th ave S.E.
Sponsors of the Event: _____
Brief Description of Event:
We will be having All Aces on July 3rd and then on July 5th we will be having
Keith Burns from Trick pony.

Estimated number of attendees: 500
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: _____

Permit Application #: _____ Date Complete: _____

(For office use only)

Section 3 – Event Features

Will there be an admission charge? ☐ Yes ☒ No

If yes, Printed ticket count: _____ Tickets for pre-sale 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 be sold? ☐ Yes ☒ No

Will Food be sold? ☒ Yes ☐ No

Catered Food ☐ Yes ☒ No

Food Trucks ☐ Yes ☒ No

Other Food _____

Contacted Western Plains Health? ☒ Yes ☐ No

****If food is present (sold or given away) applicant is required to contact Western Plain's Health prior to submitting application to Mandan Police Department. Western Plains Health 701-667-3370.***

List of all vendors/food trucks _____

(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? 103.3 96.5

TV: ☐ Yes ☒ No What Stations? _____

Fliers/Posters: ☒ Yes ☐ No How many? 20

Press Releases: ☐ Yes ☒ No How many? _____

Newspaper Ads: ☐ Yes ☐ No What publication? _____

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

Name of Promoter and Promotion Company: _____

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

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

Tents or Canopies ☒ Yes ☐ No

Number of Tents: 2

(Tents require Fire Department inspection.)

Fireworks or Pyrotechnics: ☐ Yes ☒ No

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

Fireworks or Pyrotechnics Production Company's name: _____

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

Require permits from the City of Mandan

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

Temporary Fencing: ☒ Yes ☐ No

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

Company Contact Name: MPO

Contact phone: 701-934-4540

Restroom Accommodations: spiffy biff

Number of required portable toilets: 4

Approved By: _____ Date Approved: _____ Initials: _____

Placement of sanitary toilet facilities must be on site plan.

Permit Application #: _____ **Date Complete:** _____

(For office use only)

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

Company Contact name: _____

Contact phone: _____

Electrical Services/Generators ☐ Yes ☒ No

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

Company Contact name: _____

Contact phone: _____

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

Carnival/Amusement Rides: ☐ Yes ☒ No

A separate permit from the Fire Department may be required.

Company Contact name: _____

Contact phone: _____

Bonded and Insured Amount: _____

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

Signs / Banners ☒ Yes ☐ No

Company Contact name: StageStop

Contact phone: 701-202-1065

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

Inflatables ☐ Yes ☒ No

Company Contact name: _____

Contact phone: _____

Bonded and Insured Amount: _____

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

Raffles

Will this event have a raffle? ☐ Yes ☒ No

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

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

Permit Application #: _____ Date Complete: _____

(For office use only)

Section 4 – Transportation

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

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

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

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

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

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

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

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

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

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

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

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

Section 5 – Use of City Utilities

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

Electric Location including amperage _____

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

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

Water Location(s) _____

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

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

If so, how will it be disposed of? _____

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: StageStop

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?

Wristbands and carding at the gate.

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

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?

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 officer per event at \$50 per-hour per officer.

Will there be private security? ☒ Yes ☐ No

If so, Number of Security Personnel? 2

Include security points and duties on event plans

****Security is required if alcohol is sold, dispensed, or consumed off and away from a licensed premises in an outdoors setting, including sites which may be protected from the elements by completely enclosed tents.***

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

Security Company and Contact Info: Bisman security

Attach a copy of Company's License

Section 8 – Event Maintenance and Cleanup Plan Required

What is your trash removal and cleanup plan?

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: _____

Contact Name: _____ Phone: _____

All costs for containers, dumping and 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 assessed.

Section 9 – 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 10– 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.

Applicants 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.....\$50 per hour, per officer, 4 hour
Minimum
Barricades.....Amount charged by contract
Barricade provider

Miscellaneous fees

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 \$50 = \$ _____

Fireworks/Pyrotechnics Permit and Inspection Fee \$ _____

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

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

Event Application Fee (Refer to page 1)

Each day of event \$30.00 x number of days..... \$ _____

Sunday \$45.00 per day..... \$ _____

TOTAL: \$ _____

Fees assessed by the Park District are not included.

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

Required Documents-With Application

- Private Security Contract (if alcohol present)
- Porta Potty Contract
- Site Map(comprehensive)

Any required documents not included can delay application approval or result in application being denied.

Permit Application #: _____ Date Complete: _____

(For office use only)

Signature Page from City Officials and Department Heads

Mitch L. Bitz

Mitch L. Bitz (May 21, 2025 09:59 CDT)

05/21/2025



Approved



Denied



Conditional—See Narrative

Fire Department

Date

Patrick Haug

Patrick Haug (May 21, 2025 08:41 CDT)

05/21/2025



Approved



Denied



Conditional—See Narrative

Police Department

Date

Jackie Waymoss

05/21/2025



Approved



Denied



Conditional—See Narrative

Engineering Department

Date

Shane O'Keefe

Shane O'Keefe (May 23, 2025 14:59 CDT)

05/23/2025



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, therefore.
- (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 therefore, may consider any application which is filed less than seven days before the date such parade is proposed to be conducted.

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

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

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

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

Permit Application #: _____ **Date Complete:** _____

(For office use only)

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

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

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

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

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

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

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

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

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

Each parade permit shall state the following information:

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

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

Permit Application #: _____ **Date Complete:** _____

(For office use only)

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

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

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

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

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

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

Bismarck Mandan Security Inc

P.O. Box 744
428 Airport Road
Bismarck, ND 58502
Phone 701-223-2328 Fax 701-223-7969

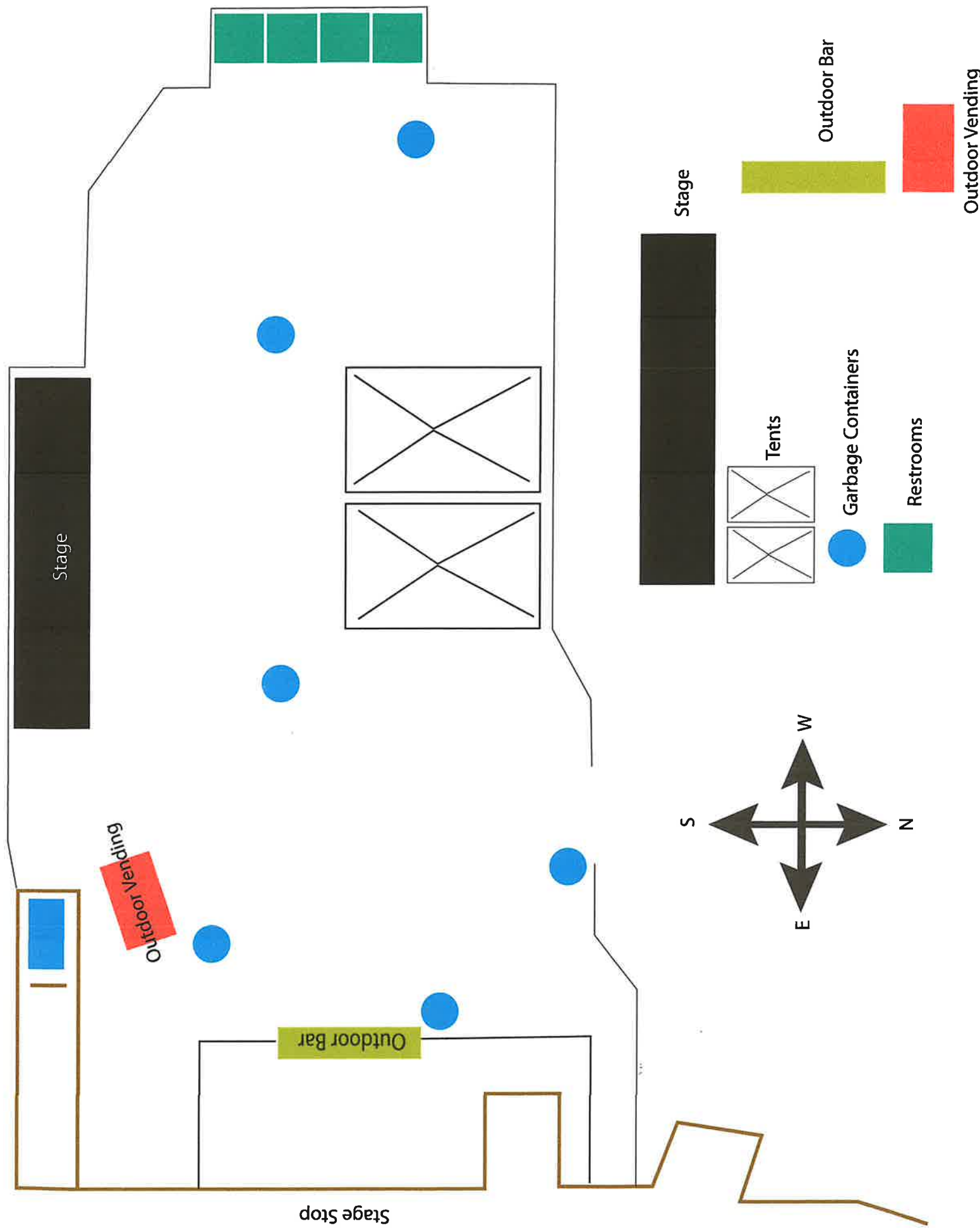
INVOICE

| DATE | INVOICE # |
|-----------|-----------|
| 5/14/2025 | 13525 |

Stage Stop Saloon
Jamie Haff
611 6th Avenue SE
Mandan, ND 58554

| QUANTITY | ITEM | DESCRIPTION | RATE | AMOUNT |
|--|-------|---|--------------|------------|
| 1 | Guard | Security Guard Services - 6/27/25 2 Guards - 9pm-1am | 304.00 | 304.00 |
| 1 | Guard | Security Guard Services - 6/28/25 2 Guards - 9pm-1am | 304.00 | 304.00 |
| 1 | Guard | Security Guard Services - 7/3/25 2 Guards - 9pm-1am | 304.00 | 304.00 |
| 1 | Guard | Security Guard Services - 7/5/25 2 Guards - 9pm-1am | 304.00 | 304.00 |
| TERMS - NET 30. PLEASE REMIT TO ABOVE ADDRESS. | | | TOTAL | \$1,216.00 |

Stage Stop















Stage Stop-Fourth of July Festivities-Special Event Permit

Final Audit Report

2025-05-23

| | |
|-----------------|--|
| Created: | 2025-05-21 |
| By: | Tasha Scott (tasha.scott@mandanpd.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAIUtCbLTj5LRrhtAhb2YcEFvQn2MpaexT |

"Stage Stop-Fourth of July Festivities-Special Event Permit" History


-  Document created by Tasha Scott (tasha.scott@mandanpd.com)
2025-05-21 - 1:38:58 PM GMT
-  Document emailed to Pat Haug (phaug@mandanpd.com) for signature
2025-05-21 - 1:39:05 PM GMT
-  Document emailed to Mitch Bitz (mbitz@cityofmandan.com) for signature
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-  Document emailed to Shane O'Keefe (shane.okeefe@cityofmandan.com) for signature
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-  Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature
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-  Email viewed by Pat Haug (phaug@mandanpd.com)
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-  Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)
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-  Signer Pat Haug (phaug@mandanpd.com) entered name at signing as Patrick Haug
2025-05-21 - 1:41:07 PM GMT
-  Document e-signed by Patrick Haug (phaug@mandanpd.com)
Signature Date: 2025-05-21 - 1:41:09 PM GMT - Time Source: server
-  Document e-signed by Jarek Wigness (jarek.wigness@cityofmandan.com)
Signature Date: 2025-05-21 - 1:42:17 PM GMT - Time Source: server

 Email viewed by Mitch Bitz (mbitz@cityofmandan.com)


2025-05-21 - 2:57:23 PM GMT

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

2025-05-21 - 2:59:06 PM GMT

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

Signature Date: 2025-05-21 - 2:59:08 PM GMT - Time Source: server

 Email viewed by Shane O'Keefe (shane.okeefe@cityofmandan.com)

2025-05-23 - 7:58:55 PM GMT

 Document e-signed by Shane O'Keefe (shane.okeefe@cityofmandan.com)

Signature Date: 2025-05-23 - 7:59:24 PM GMT - Time Source: server

 Agreement completed.

2025-05-23 - 7:59:24 PM GMT



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 27, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the special event permit for Stage Stop McQuades weekend.

STATEMENT/PURPOSE:

Consider approval of the special event permit for Stage Stop McQuades weekend.

BACKGROUND/ALTERNATIVES:

Stage stop will have a band on Friday night, a kids' foam party on Saturday and a DJ Saturday night during McQuades weekend, June 27, 28, 2025. All city departments have reviewed and signed off on this event. See attached special event permit application.

ATTACHMENTS:

1. Stage Stop-McQuades Weekend-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 Stage Stop McQuades weekend.

SUGGESTED MOTION:

I move to approve the special event permit for Stage Stop McQuades weekend.

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

Special Events Permit Application

City of Mandan, ND ^{4/25}

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

Date of Application: _____

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 permits are \$45, to a maximum of \$150.00 per event not to exceed 14 days (including 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, Park and Facility Maintenance, Field Services, 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 the 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.

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

Section 1 – Applicant Information

Name of Event Manager: Jamie Haff
Driver's License Number: haf-76-4835 State: _____
Date of Birth: 06/03/76 Phone Number: 701-202-1065 Email: jamiehaff1@gmail.com
Address: 111 oakes ave 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: 611 6th ave S.E. City: Mandan State: N.D. Zip: 58554
Corporation/Organization: _____ State of Incorporation: _____
Tax ID #: 33951700 501(c) 3 #: _____ City Sales Tax ID #: 33951733
Have you ever coordinated/promoted another event/s? ☒ Yes ☐ No

If yes, please provide the following:

Last event/s Location: 611 th ave se Mandan N.D. 58554 Date: 07/03/2024
Contact Name: Jamie Haff Phone: 701-202-1065
E-mail Contact: jamiehaff1@gmail.com

Section 2 – Event Information

Event Name: Mcquades weekend Anticipated Daily Attendance: 500
Event Date(s): 06/27/25 thru 06/28/25 Set-up Date: 06/27/2025 Hours: 10
Hours of event each day: 06/27/2025 7pm to 1 am 06/28/2025 1pm to 1 am
(begin and end times)
Take down Date(s): 06/29/2025 Hours: 4
E-Mail address for public information: _____
WEB address for public information: _____
Location of Event/physical address: 611 6th ave S.E.
Sponsors of the Event: _____
Brief Description of Event:
We will be having rock creek Friday night
We will be having a kids foam party then an adults only one with a dj.

Estimated number of attendees: 500
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: _____

Permit Application #: _____ Date Complete: _____

(For office use only)

Section 3 – Event Features

Will there be an admission charge? ☐ Yes ☒ No

If yes, Printed ticket count: _____ Tickets for pre-sale 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 be sold? ☐ Yes ☒ No

Will Food be sold? ☒ Yes ☐ No

Catered Food ☐ Yes ☒ No

Food Trucks ☐ Yes ☒ No

Other Food _____

Contacted Western Plains Health? ☒ Yes ☐ No

****If food is present (sold or given away) applicant is required to contact Western Plain's Health prior to submitting application to Mandan Police Department. Western Plains Health 701-667-3370.***

List of all vendors/food trucks _____

(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? 103.3 96.5

TV: ☐ Yes ☒ No What Stations? _____

Fliers/Posters: ☒ Yes ☐ No How many? 20

Press Releases: ☐ Yes ☒ No How many? _____

Newspaper Ads: ☐ Yes ☐ No What publication? _____

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

Name of Promoter and Promotion Company: _____

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

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

Tents or Canopies ☒ Yes ☐ No

Number of Tents: 2

(Tents require Fire Department inspection.)

Fireworks or Pyrotechnics: ☐ Yes ☒ No

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

Fireworks or Pyrotechnics Production Company's name: _____

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

Require permits from the City of Mandan

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

Temporary Fencing: ☒ Yes ☐ No

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

Company Contact Name: MPO

Contact phone: 701-934-4540

Restroom Accommodations: spiffy biff

Number of required portable toilets: 4

Approved By: _____ Date Approved: _____ Initials: _____

Placement of sanitary toilet facilities must be on site plan.

Permit Application #: _____ **Date Complete:** _____

(For office use only)

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

Company Contact name: _____

Contact phone: _____

Electrical Services/Generators ☐ Yes ☒ No

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

Company Contact name: _____

Contact phone: _____

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

Carnival/Amusement Rides: ☐ Yes ☒ No

A separate permit from the Fire Department may be required.

Company Contact name: _____

Contact phone: _____

Bonded and Insured Amount: _____

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

Signs / Banners ☒ Yes ☐ No

Company Contact name: StageStop

Contact phone: 701-202-1065

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

Inflatables ☐ Yes ☒ No

Company Contact name: _____

Contact phone: _____

Bonded and Insured Amount: _____

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

Raffles

Will this event have a raffle? ☐ Yes ☒ No

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

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

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

Section 4 – Transportation

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

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

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

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

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

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

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

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

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

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

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

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

Section 5 – Use of City Utilities

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

Electric Location including amperage _____

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

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

Water Location(s) _____

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

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

If so, how will it be disposed of? _____

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: StageStop _____

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?

Wristbands and carding at the gate.

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

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?

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 officer per event at \$50 per-hour per officer.

Will there be private security? ☒ Yes ☐ No

If so, Number of Security Personnel? 2

Include security points and duties on event plans

****Security is required if alcohol is sold, dispensed, or consumed off and away from a licensed premises in an outdoors setting, including sites which may be protected from the elements by completely enclosed tents.***

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

Security Company and Contact Info: Bisman security

Attach a copy of Company's License

Section 8 – Event Maintenance and Cleanup Plan Required

What is your trash removal and cleanup plan?

We will clean up ourselves.

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: _____

Contact Name: _____ Phone: _____

All costs for containers, dumping and 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 assessed.

Section 9 – 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 10– 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.

Applicants 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.....\$50 per hour, per officer, 4 hour

Minimum

Barricades.....Amount charged by contract

Barricade provider

Miscellaneous fees

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 \$50 = \$ _____

Fireworks/Pyrotechnics Permit and Inspection Fee \$ _____

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

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

Event Application Fee (Refer to page 1)

Each day of event \$30.00 x number of days..... \$ _____

Sunday \$45.00 per day..... \$ _____

TOTAL: \$ _____

Fees assessed by the Park District are not included.

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

Required Documents-With Application

- Private Security Contract (if alcohol present)
- Porta Potty Contract
- Site Map(comprehensive)

Any required documents not included can delay application approval or result in application being denied.

Permit Application #: _____ Date Complete: _____

(For office use only)

Signature Page from City Officials and Department Heads

Mitch L. Bitz

Mitch L. Bitz (May 21, 2025 09:57 CDT)

05/21/2025



Approved



Denied



Conditional—See Narrative

Fire Department

Date

Patrick Haug

Patrick Haug (May 27, 2025 07:42 CDT)

05/27/2025



Approved



Denied



Conditional—See Narrative

Police Department

Date

Jack Higgins

05/21/2025



Approved



Denied



Conditional—See Narrative

Engineering Department

Date

Shane O'Keefe

Shane O'Keefe (May 23, 2025 14:58 CDT)

05/23/2025



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, therefore.
- (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 therefore, 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)

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

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

Dj entertainment will be doing the music.

Tent Fire Retardant Tag Information



Bismarck Mandan Security Inc

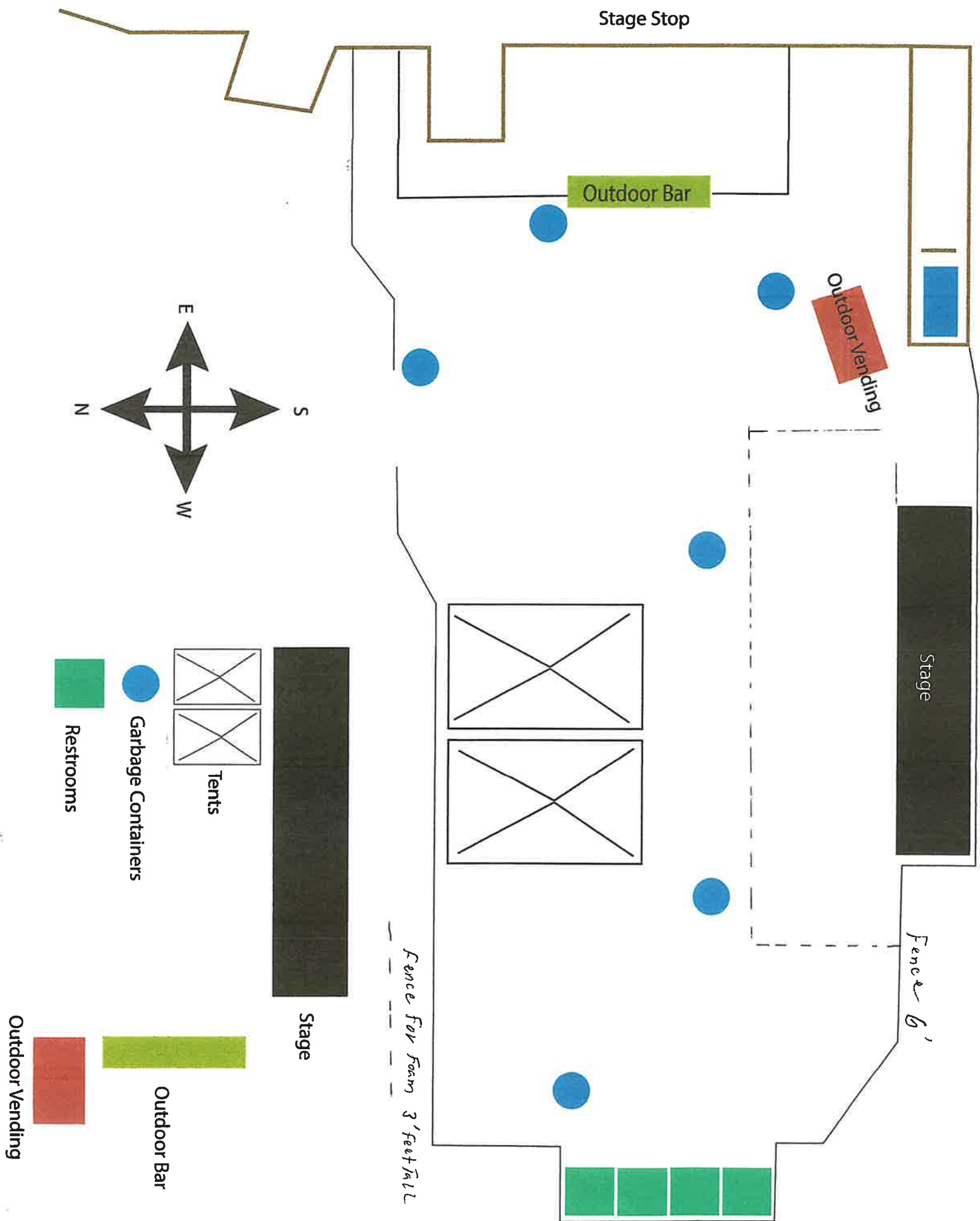
P.O. Box 744
428 Airport Road
Bismarck, ND 58502
Phone 701-223-2328 Fax 701-223-7969

INVOICE

| DATE | INVOICE # |
|-----------|-----------|
| 5/14/2025 | 13525 |

Stage Stop Saloon
Jamie Haff
611 6th Avenue SE
Mandan, ND 58554

| QUANTITY | ITEM | DESCRIPTION | RATE | AMOUNT |
|--|-------|---|--------------|------------|
| 1 | Guard | Security Guard Services - 6/27/25 2 Guards - 9pm-1am | 304.00 | 304.00 |
| 1 | Guard | Security Guard Services - 6/28/25 2 Guards - 9pm-1am | 304.00 | 304.00 |
| 1 | Guard | Security Guard Services - 7/3/25 2 Guards - 9pm-1am | 304.00 | 304.00 |
| 1 | Guard | Security Guard Services - 7/5/25 2 Guards - 9pm-1am | 304.00 | 304.00 |
| TERMS - NET 30. PLEASE REMIT TO ABOVE ADDRESS. | | | TOTAL | \$1,216.00 |



MATERIAL SAFETY DATA SHEET

Section 1 Identification

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

Emergency Phone Numbers: 911

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

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

Section 2 hazardous Ingredients / Identity information

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

NONE (ingredients are non-toxic / biodegradable)

Section 3 Physical Data

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

Appearance and Odor: Clear, Colorless / mild detergent odor

Section 4 Fire and Explosion Hazard

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

Section 5 Reactivity Data

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

Incompatibility (materials to avoid) Acids

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

Dr. Party's Dance Foam Concentrate

Section 6 Health Hazard Data

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

Health Hazards (Acute and chronic) Unknown

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

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

Section 7 Spill and Leak Procedure

Steps to be taken in case of SPILL or LEAK Contain spill area. Mop or vacuum into a proper disposal spill container.

Waste disposal Method: Dispose of According to local, state and federal waste disposal laws.

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

Other Precautions: NONE

Section 8 Control Measures

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

NOTICE:

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

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











Stage Stop-McQuades Weekend-Special Event Permit


Final Audit Report

2025-05-27

| | |
|-----------------|--|
| Created: | 2025-05-21 |
| By: | Tasha Scott (tasha.scott@mandanpd.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAVfcb1UljWDNkR9LQxw6HaPX7K9X8PvUb |

"Stage Stop-McQuades Weekend-Special Event Permit" History

-  Document created by Tasha Scott (tasha.scott@mandanpd.com)
2025-05-21 - 1:52:13 PM GMT
-  Document emailed to Pat Haug (phaug@mandanpd.com) for signature
2025-05-21 - 1:52:21 PM GMT
-  Document emailed to Mitch Bitz (mbitz@cityofmandan.com) for signature
2025-05-21 - 1:52:21 PM GMT
-  Document emailed to Shane O'Keefe (shane.okeefe@cityofmandan.com) for signature
2025-05-21 - 1:52:22 PM GMT
-  Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature
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-  Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)
2025-05-21 - 2:03:02 PM GMT
-  Document e-signed by Jarek Wigness (jarek.wigness@cityofmandan.com)
Signature Date: 2025-05-21 - 2:04:02 PM GMT - Time Source: server
-  Email viewed by Mitch Bitz (mbitz@cityofmandan.com)
2025-05-21 - 2:56:08 PM GMT
-  Signer Mitch Bitz (mbitz@cityofmandan.com) entered name at signing as Mitch L.Bitiz
2025-05-21 - 2:56:59 PM GMT
-  Document e-signed by Mitch L.Bitiz (mbitz@cityofmandan.com)
Signature Date: 2025-05-21 - 2:57:01 PM GMT - Time Source: server

 Email viewed by Shane O'Keefe (shane.okeefe@cityofmandan.com)

2025-05-23 - 7:58:17 PM GMT

 Document e-signed by Shane O'Keefe (shane.okeefe@cityofmandan.com)

Signature Date: 2025-05-23 - 7:58:50 PM GMT - Time Source: server

 Email viewed by Pat Haug (phaug@mandanpd.com)

2025-05-27 - 12:39:42 PM GMT

 Signer Pat Haug (phaug@mandanpd.com) entered name at signing as Patrick Haug

2025-05-27 - 12:42:04 PM GMT

 Document e-signed by Patrick Haug (phaug@mandanpd.com)

Signature Date: 2025-05-27 - 12:42:06 PM GMT - Time Source: server

 Agreement completed.

2025-05-27 - 12:42:06 PM GMT



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 28, 2025
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider approval of the special event permit for the Buffalo Commons-Cousins Maine Lobster food truck

STATEMENT/PURPOSE:

Consider approval of the special event permit for the Buffalo Commons-Cousins Maine Lobster food truck

BACKGROUND/ALTERNATIVES:

Buffalo Commons will be having Cousins Maine Lobster food truck visit and will set up additional outdoor seating. See attached special event permit application. All city departments have reviewed and signed off on this event, with Fire Department contingencies listed in the narrative.

ATTACHMENTS:

1. Buffalo Commons Brewery-Cousins Maine Lobster Food Truck-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 Buffalo Commons-Cousins

Maine Lobster food truck.

SUGGESTED MOTION:

I move to approve the special event permit for the Buffalo Commons-Cousins Maine Lobster food truck.

Special Events Permit Application

City of Mandan, ND ^{4/25}

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

5-22-2025

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.

The payment of fees does not guarantee event approval if submitted late.

Permits are \$30 per day/Sunday permits are \$45, to a maximum of \$150.00 per event not to exceed 14 days (including 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, Park and Facility Maintenance, Field Services, 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 the 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.

Street Closing: ☐ Best Garden ☒ Both ☐ Parade or Other Public Event ☐

Section 1 – Applicant Information

Name of Event Manager: Ted Hoffman
Driver's License Number: HOF-60-6139 State: ND
Date of Birth: 9/11/1962 Phone Number: 701-595-2255 Email: tedhoffman987@gmail.com
Address: 1714 N Bell st City: Bismarck State: ND Zip: 58501
Have you ever been convicted of a crime? ☐ Yes ☒ No
If yes please list charge(s) and year of conviction(s):

Name of Event Manager: Linda Hoffman
Driver's License Number: HOF-62-0473 State: ND
Date of Birth: 4/12/1962 Phone Number: 701-391-1293 Email: lindahoffman987@gmail.com
Address: 1714 N Bell st City: Bismarck State: ND Zip: 58501
Have you ever been convicted of a crime? ☐ Yes ☒ No
If yes please list charge and year of conviction:

Business Address: 2307 Memorial hwy City: Mandan State: ND Zip: 58554
Corporation/Organization: Buffalo Commons Brewing Co. State of Incorporation: _____
Tax ID #: 45-4336686 501(c) 3 #: _____ City Sales Tax ID #: 29327200
Have you ever coordinated/promoted another event/s? ☐ Yes ☒ No

Last event/s Location: _____ Date: _____
Contact Name: _____ Phone: _____
E-mail Contact: _____

Section 2 – Event Information

Event Name: Cousins Maine Lobster food trk Anticipated Daily Attendance: 300
Event Date(s): 14 June 2025 Set-up Date: 13 June 25 Hours: 12:00-8:00 pm
Hours of event each day: 12:00-8:00pm
(begin and end times)
Take down Date(s): 15 June 2025 Hours: noon -3:00
E-Mail address for public information: tedhoffman987@gmail.com
WEB address for public information: Buffalo Commons Brewing Facebook and Instagram
Location of Event/physical address: 2307 Memorial highway Mandan
Sponsors of the Event: Buffalo Commons Brewing & Cousins Maine Lobster
Brief Description of Event:
We are having a food truck from Chicago visit out taproom and would like to set up
additional outdoor seating

Estimated number of attendees: 300
Has this event been held in another location? ☐ Yes ☒ No

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 pre-sale 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 be sold? ☒ Yes ☐ No

Will Food be sold? ☒ Yes ☐ No

Catered Food ☐ Yes ☐ No

Food Trucks ☒ Yes ☐ No

Other Food _____

Contacted Western Plains Health? ☒ Yes ☐ No

****If food is present (sold or given away) applicant is required to contact Western Plain's Health prior to submitting application to Mandan Police Department. Western Plains Health 701-667-3370.***

List of all vendors/food trucks Cousins Maine Lobster, Chicago IL
Buffalo Commons Brewing Co.

(Each vender must have all valid permits and license to sell their product)

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

(Attach all promotional material.)

Radio: ☐ Yes ☒ No What Stations? _____

TV: ☐ Yes ☒ No What Stations? _____

Fliers/Posters: ☒ Yes ☐ No How many? **2 at the brewery**

Press Releases: ☐ Yes ☒ No How many? _____

Newspaper Ads: ☐ Yes ☒ No What publication? _____

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

Name of Promoter and Promotion Company: _____

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

Will the event include any of the following?

Tents or Canopies ☒ Yes ☐ No

Number of Tents: 1

Fireworks or Pyrotechnics: ☐ Yes ☒ No

Fireworks or Pyrotechnics Production Company's name: _____

**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: **2 separate restrooms in the building**

Number of required portable toilets: _____

Approved By: _____ Date Approved: _____ Initials: _____

Placement of sanitary toilet facilities must be on site plan.

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

Company Contact name: _____
Contact phone: _____

Electrical Services/Generators ☐ Yes ☒ No

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

Company Contact name: _____

Contact phone: _____

Approved By: _____ Date Approved: _____ Initials: _____

Carnival/Amusement Rides: ☐ Yes ☒ No

A separate permit from the Fire Department may be required.

Company Contact name: _____

Contact phone: _____

Bonded and Insured Amount: _____

Approved By: _____ Date Approved: _____ Initials: _____

Signs / Banners ☐ Yes ☒ No

Company Contact name: _____

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

Approved By: _____ Date Approved: _____ Initials: _____

Section 4 – Transportation

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

If yes, specify location and duration on site map,

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

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

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

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

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

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

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

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

Approved By: _____ Date Approved: _____ Initials: _____

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

Section 5 – Use of City Utilities

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

Electric Location including amperage _____

Approved By: _____ Date Approved: _____ Initials: _____

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

Water Location(s) _____

Approved By: _____ Date Approved: _____ Initials: _____

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

If so, how will it be disposed of? _____

Approved By: _____ Date Approved: _____ Initials: _____

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 _____, 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?
card anyone that looks under 35yo and issue wrist bands

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

Request Mandan Police Server Training: ☐ Yes ☐ No

If yes provide a contact person and contact information:

Section 7 – Event Security

Are you requesting off-duty Mandan Police officers?

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 officer per event at \$50 per-hour per officer.

Will there be private security? ☒ Yes ☐ No

If so, Number of Security Personnel? 1

Include security points and duties on event plans

****Security is required if alcohol is sold, dispensed, or consumed off and away from a licensed premises in an outdoors setting, including sites which may be protected from the elements by completely enclosed tents.***

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

Security Company and Contact Info: Bis-Man Security 223-2328

Attach a copy of Company's License

Section 8 – Event Maintenance and Cleanup Plan Required

What is your trash removal and cleanup plan?

it should only require our normal taproom clean up plus outside clean up

we already have a dumpster

(Attach a detailed Cleanup Plan)

Outside refuse company Company's Name: _____

Contact Name: _____ Phone: _____

All costs for containers, dumping and 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 assessed.

Section 9 – 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 10– 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.

Applicants 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

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.....\$50 per hour, per officer, 4 hour
Minimum
Barricades.....Amount charged by contract
Barricade provider

Miscellaneous fees

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.

Fee Cost Worksheet

Police Services:

No. of Officers _____ x No. of Hours _____ = _____ x \$50 = \$ _____

Fireworks/Pyrotechnics Permit and Inspection Fee \$ _____

\$25 Application Fee \$ _____

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

Event Application Fee (Refer to page 1)

Each day of event \$30.00 x number of days \$ _____

Sunday \$45.00 per day \$ _____

TOTAL: \$ _____

Date Fees Paid: _____ Initials: _____

Required Documents-With Application

- Private Security Contract (if alcohol present)
- Porta Potty Contract
- Site Map(comprehensive)

Any required documents not included can delay application approval or result in application being denied.

Signature Page from City Officials and Department Heads

Mitch L. Bitz

[Mitch L. Bitz \(May 29, 2025 07:50 CDT\)](#)

05/29/2025

☐

Approved

☐

Denied

☒

Conditional—See Narrative

Fire Department

Date

Patrick Haug

[Patrick Haug \(May 28, 2025 07:29 CDT\)](#)

05/28/2025

☒

Approved

☐

Denied

☐

Conditional—See Narrative

Police Department

Date

Jack Wignall

05/22/2025

☒

Approved

☐

Denied

☐

Conditional—See Narrative

Engineering Department

Date

Shane O'Keefe

[Shane O'Keefe \(May 23, 2025 14:58 CDT\)](#)

05/23/2025

☒

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 _____ in the amount of _____.

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 and 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.

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, therefore.
- (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 therefore, 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)

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

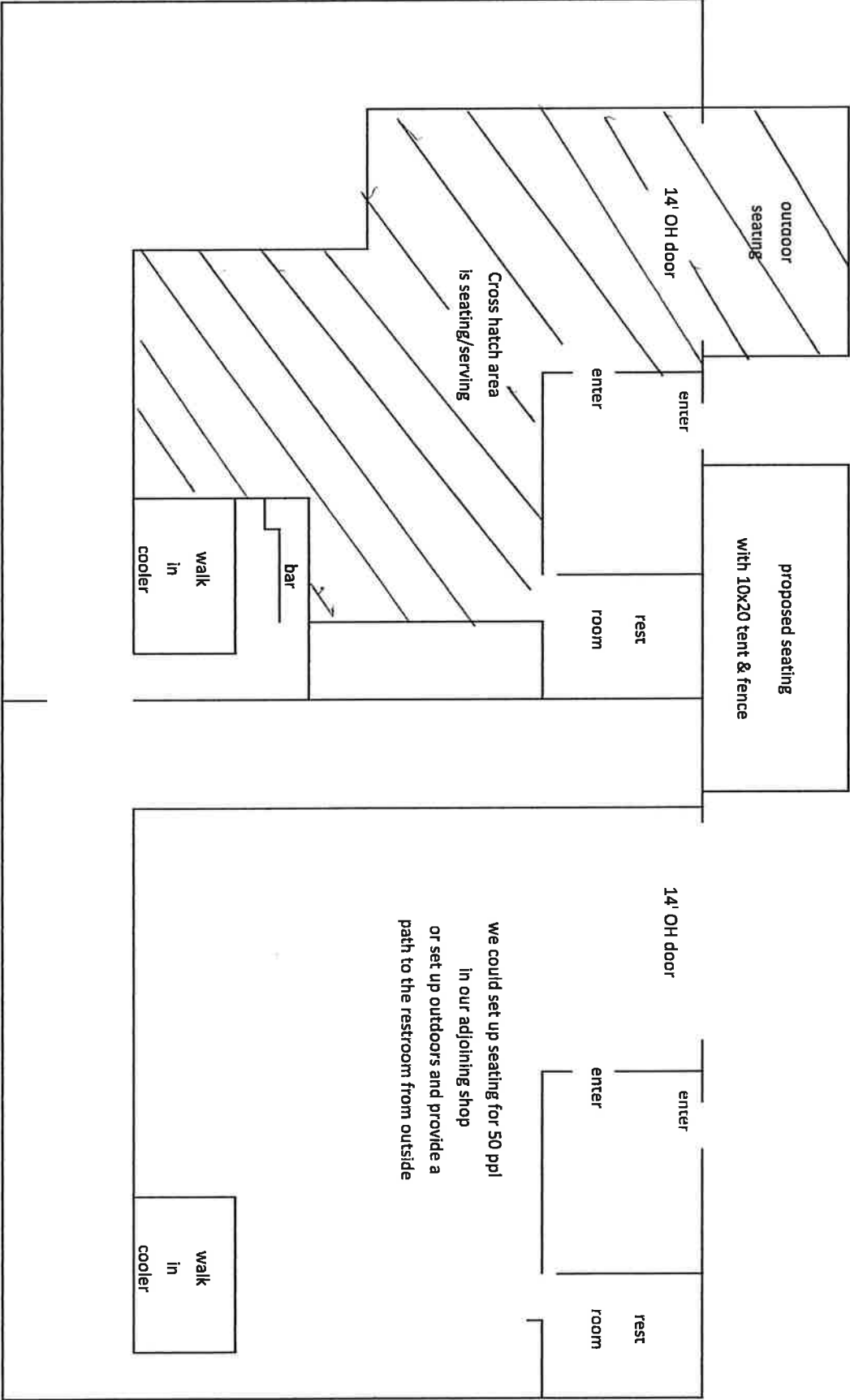
The parade chairperson or other person heading or leading such activity shall carry the parade permit upon their person during the conduct of the parade.

(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)





St. Louis Name: Lin Jo Hoffman
Student Number: 340000



Transfer Payment North Dakota Safety Council
Company Training Account North Dakota Safety Council (7710)
Transfer Payment for Pre-Designated Training from company and website.

| Date | Description | Status |
|------------|---|-----------|
| 06/06/2024 | Responsible Server and Server Online Training - Basic ADFS 9/2024 | Trans (4) |

Page 1 of 1
Date Printed: 06/06/2024



Transcript

ted hoffman

Printed: May 20, 2025 7:20:47 PM

| Title | Status | Score | Start Date | Completion Date | Expiration Date |
|---|--------|-------|------------|-----------------|-----------------|
| Responsible Beverage Server Online Training - Large Event | Passed | 88.57 | 05/20/2025 | 05/20/2025 | 05/19/2028 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Bridgemark Insurance Solutions dba Bain Agency 1500 East Capitol Ave Bismarck, ND 58501 | CONTACT NAME: Donna Breidenbach PHONE (A/C, No, Ext): (701) 595-7777 FAX (A/C, No): (833) 953-3998 E-MAIL ADDRESS: donna@bainagency.com |
| INSURED Buffalo Commons Brewing Co LLC 1714 N Bell St Bismarck, ND 58501 | INSURER(S) AFFORDING COVERAGE INSURER A : Auto-Owners Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 18988 |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | 77294196 | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is additional insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Farland Properties LLC
3611 Foxhaven Loop
Bismarck, ND 58503

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ALCOHOLIC BEVERAGE LICENSE

*Class WB
Winery or Brewery*

CITY OF MANDAN
STATE OF NORTH DAKOTA

License Number: *15*

Fee Received: \$820

Buffalo Commons Brewing Co. LLC of Mandan, North Dakota, is hereby licensed to sell alcoholic beverages as described above as allowed under the provisions of the Title V of the North Dakota Century Code, and acts supplemental and amendatory thereto for retail purposes at **2307 Memorial Highway** for consumption off of (and on) said premises, for the licenses year ending **June 30, 2025**.

Licenseses hereinbefore named, in consideration of the issuance of this license, hereby agrees to abide by all State laws relating to sale of alcoholic beverages and in additions agrees to abide by all local regulations, ordinances, or resolutions regulating or restricting the operation and sale of alcoholic beverages by licensees and by any future amendments thereto Chapter 4 of the Mandan Municipal Code.

This License is not transferable without specific authority from the local issuing Governing Body and only as provided by the laws of the State of North Dakota.

Dated this *4* day of **June, 2024**


Chairman of Local Governing Body



ALCOHOLIC BEVERAGE BREWER TAPROOM LICENSE
NORTH DAKOTA OFFICE OF STATE TAX COMMISSIONER
24171

Valid for Calendar Year: 2025

Proper application having been made, this license is issued pursuant to North Dakota Century Code § 5-01-21 to:

ND State License Number: 20002

Date Issued: December 14, 2024

This license expires on Dec-31-2025

**BUFFALO COMMONS BREWING COMPANY
LLC
2307 MEMORIAL HWY
MANDAN ND 58554-4624**

**Brian Kroshus
State Tax Commissioner**











Buffalo Commoms Brewery-Cousins Maine Lobster Food Truck-Special Event Permit

Final Audit Report

2025-05-29


| | |
|-----------------|--|
| Created: | 2025-05-22 |
| By: | Tasha Scott (tasha.scott@mandanpd.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAUXaYaqop1d4oj_ex7qNzJM-JP-hc9lp7 |

"Buffalo Commoms Brewery-Cousins Maine Lobster Food Truck -Special Event Permit" History


-  Document created by Tasha Scott (tasha.scott@mandanpd.com)
2025-05-22 - 7:04:18 PM GMT
-  Document emailed to Pat Huag (phaug@mandanpd.com) for signature
2025-05-22 - 7:04:26 PM GMT
-  Document emailed to Mitch Bitz (mbitz@cityofmandan.com) for signature
2025-05-22 - 7:04:26 PM GMT
-  Document emailed to Shane O'Keefe (shane.okeefe@cityofmandan.com) for signature
2025-05-22 - 7:04:26 PM GMT
-  Document emailed to Jarek Wigness (jarek.wigness@cityofmandan.com) for signature
2025-05-22 - 7:04:27 PM GMT
-  Email viewed by Jarek Wigness (jarek.wigness@cityofmandan.com)
2025-05-22 - 7:09:49 PM GMT
-  Document e-signed by Jarek Wigness (jarek.wigness@cityofmandan.com)
Signature Date: 2025-05-22 - 7:11:25 PM GMT - Time Source: server
-  Email viewed by Pat Huag (phaug@mandanpd.com)
2025-05-22 - 7:45:37 PM GMT
-  Email viewed by Mitch Bitz (mbitz@cityofmandan.com)
2025-05-22 - 8:14:45 PM GMT
-  Email viewed by Shane O'Keefe (shane.okeefe@cityofmandan.com)
2025-05-23 - 7:57:30 PM GMT

 Document e-signed by Shane O'Keefe (shane.okeefe@cityofmandan.com)

Signature Date: 2025-05-23 - 7:58:03 PM GMT - Time Source: server

 Email viewed by Pat Huag (phaug@mandanpd.com)

2025-05-28 - 12:28:36 PM GMT

 Signer Pat Huag (phaug@mandanpd.com) entered name at signing as Patrick Haug

2025-05-28 - 12:29:45 PM GMT

 Document e-signed by Patrick Haug (phaug@mandanpd.com)


Signature Date: 2025-05-28 - 12:29:47 PM GMT - Time Source: server

 Email viewed by Mitch Bitz (mbitz@cityofmandan.com)

2025-05-28 - 7:26:32 PM GMT

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

2025-05-29 - 12:50:00 PM GMT

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

Signature Date: 2025-05-29 - 12:50:02 PM GMT - Time Source: server

 Agreement completed.

2025-05-29 - 12:50:02 PM GMT



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 27, 2025
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Consider Assignment and Consent Agreement with Get Cozy of ND, LLC, Golden Hour Taps, LLC, and the City of Mandan regarding the Forgivable Loan and Promissory Note

STATEMENT/PURPOSE:

To consider Assignment and Consent Agreement with Get Cozy of ND, LLC, Golden Hour Taps, LLC, and the City of Mandan regarding the Forgivable Loan and Promissory Note

BACKGROUND/ALTERNATIVES:

In April 2022, the City entered into a Forgivable Loan and Promissory Note with Get Cozy of ND, LLC, d/b/a Bubbles and Brews, after Krysten Faehnrich and Cassidy Hartman won the Business Pitch Challenge that same year. The name of the business has recently changed to Golden Hour Taps, LLC, to better reflect the mobile bar services provided by the company. Krysten Faehnrich and Cassidy Hartman continue to own the business, and the commercial space remains in Mandan.

The Forgivable Loan and Promissory Note is not assignable to Golden Hour Taps without the written approval of the City. The Assignment and Consent Agreement provides that approval and consent. It does not otherwise alter the rights and obligations under the Forgivable Loan and Promissory Note.

ATTACHMENTS:

1. Assignment and Consent- Get Cozy and Golden Hour Taps Signed_Redacted
2. ND Secretary of State NEW

FISCAL IMPACT:

N/A

STAFF IMPACT:

Minimal

LEGAL REVIEW:

City Attorney Oster has drafted the Assignment and Consent Agreement.

RECOMMENDATION:

Approve as presented.

SUGGESTED MOTION:

I move to approve the Assignment and Consent Agreement with Get Cozy, LLC, Golden Hour Taps, LLC, and the City of Mandan.

ASSIGNMENT AND CONSENT

This Assignment and Consent is made and entered into this ____ day of June, 2025, by and between Get Cozy of ND, LLC, a North Dakota limited liability company, doing business as Bubbles and Brews ND ("Assignor") and Golden Hour Taps, LLC, a North Dakota limited liability company ("Assignee"), and the City of Mandan, a municipal corporation ("City"). Assignee's [REDACTED].

WHEREAS, Assignor and City entered into a Forgivable Loan and Promissory Note dated April 5, 2022, and an Amendment to the Forgivable Loan and Promissory Note, dated June 15, 2022 (collectively, the "Agreements").

WHEREAS, Assignor has conveyed its business interests to Assignee and Assignor intends to assign its rights and obligations under the Agreements to Assignee.

WHEREAS, Paragraph 14 of the Forgivable Loan and Promissory Note provides that the Forgivable Loan and Promissory Note is not assignable without the written approval of the City.

NOW, THEREFORE, for good and valuable consideration, Assignor hereby assigns to Assignee all of its rights and obligations under the Agreements; and

Assignee agrees to be bound by all of the obligations of the Agreements. Assignee agrees to execute any further documents necessary under the Agreements.

City consents to said assignment by Assignor and assumption by Assignee of the Agreements.

ASSIGNOR:

GET COZY OF ND, LLC



By: Cassidy Hartman
Its: President

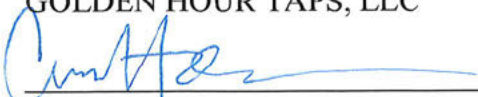
CITY:

CITY OF MANDAN

James Froelich
President, Board of City Commissioners

ASSIGNEE:

GOLDEN HOUR TAPS, LLC



By: Cassidy Hartman
Its: President

State of North Dakota

SECRETARY OF STATE



Certificate of Organization of Golden Hour Taps, LLC

SOS Control ID#: 0007052218

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that Articles of Organization for

Golden Hour Taps, LLC

duly signed and executed pursuant to the provisions governing a North Dakota limited liability company, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Organization to

Golden Hour Taps, LLC

Effective date: April 10, 2025

Filed date: April 10, 2025

A handwritten signature in black ink that reads "Michael Howe".

Michael Howe
Secretary of State



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 29, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Annual Liquor License Renewals

STATEMENT/PURPOSE:

All liquor licenses must be renewed & approved by the Board of City Commissioners on an annual basis.

BACKGROUND/ALTERNATIVES:

Applications and fees received since the previous City Commission meeting by the liquor license applicants in the attached file. The applications have been reviewed by the Mandan Police Department and no apparent issues were found.

ATTACHMENTS:

1. Liquor Licenses Ready for Approval

FISCAL IMPACT:

n/a

STAFF IMPACT:

Review and processing of the applications.

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve

SUGGESTED MOTION:

I move to approve the liquor license renewals for the year from July 1, 2025 to June 30, 2026 contingent of the establishment meeting all fire, health, safety and building

City Commission

Agenda Documentation

June 3, 2025

Subject: Consider approval of the Class A, B, BWO, E, Special B and WB liquor license renewals effective July 1, 2025

Page 2 of 2

inspection codes and all property taxes being paid.

| License Holder Name | Class Type | Class Description | Fee Paid |
|--|-----------------|--|-------------|
| B&B Inc dba Broken Oar | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| Bar Operators LLC dba Central Station | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| BSCL LLC dba Big Stick Cigars | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| East Main Investments LLC | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| J&C Investments, Inc dba Powerhouse/501 Bar & Grill | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| Old Town Tavern | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| Send It! 24/7 Cornhole, Inc | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| Stage Stop Liquors, Inc | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| Stryker Enterprises LLC | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| TARL LLC (former Hide Away) | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| Vicky's Sports Bar Inc | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| Whiskey Gypsi dba Scapegoat Bar | Class A | General Retail On & Off Sale Beer and Liquor | \$ 4,100.00 |
| Mandan Moose Lodge #425 | Class B | Club On & Off Sale Beer and Liquor | \$ 3,720.00 |
| Ten Spot Lanes Inc | Class BWO | Retail On Sale Beer & Wine | \$ 1,210.00 |
| V3NU3 LLC | Class BWO | Retail On Sale Beer & Wine | \$ 1,210.00 |
| A&B Pizza Mandan Inc | Class E | Restaurant On Sale Beer and Liquor | \$ 2,630.00 |
| Mandan Bennigan's Inc | Class E | Restaurant On Sale Beer and Liquor | \$ 2,630.00 |
| G.D. Hooker LLC dba Black Lions | Class E | Restaurant On Sale Beer and Liquor | \$ 2,630.00 |
| Thomas & Moriarty's LLC | Class E | Restaurant On Sale Beer and Liquor | \$ 2,630.00 |
| Weber's Golf Shop LLC dba Prairie West | Class Special B | Facilities On Sale Beer | \$ 380.00 |
| Weber's Golf Shop LLC dba Mandan Municipal Golf Course | Class Special B | Facilities On Sale Beer | \$ 380.00 |
| Buffalo Commons Brewing Co. LLC | Class WB | Wine or Brewery | \$ 820.00 |
| Dialectic Brewing Company, LLC | Class WB | Wine or Brewery | \$ 820.00 |



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 29, 2025
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: 2025 Budget Amendment and Contract with Interstate Engineering for Planning Services

STATEMENT/PURPOSE:

To consider 2025 Budget Amendment and Contract with Interstate Engineering for planning services.

BACKGROUND/ALTERNATIVES:

With the departure of City Planner, Andrew Stromme, assistance will be necessary in the planning area to keep projects moving forward. We received proposals from Interstate Engineering and Houston Engineering. Upon evaluation of each, Andrew and I recommend entering into a contract with Interstate Engineering. Rachel LaQua, will be the primary contact with Interstate Engineering and she has experience both with the City of Williston and via her work with Interstate Engineering.

The contract proposal's term is through August 31, 2025, and is on an as-needed basis with a not-to-exceed amount of \$50,000. Funds are available via unspent dollars allocated in the 2025 budget for an assistant city planner, and part of this request is to transfer the funds from salaries and benefits to the contractual services in the planning department.

We are in the final stages of the interview process for hiring a City Planner and hope this individual would be on board mid July.

ATTACHMENTS:

1. Interstate Engineering & City of Mandan Planning Agreement

FISCAL IMPACT:

Transfer funds (\$50,000) from the salaries and benefits items within the planning

Subject: Consider 2025 budget amendment and contract with Interstate Engineering for planning department assistance

Page 2 of 2

department to contractual services in the planning department. No additional funds beyond what is budgeted will be expended.

STAFF IMPACT:

Staff time and effort will be expended to handle the various tasks in the planning area.

LEGAL REVIEW:

Contract has been provided to Attorney Oster for review.

RECOMMENDATION:

I recommend a 2025 budget transfer of \$50,000 from the salaries and benefits line items within the planning department to the contractual services within the planning department.

SUGGESTED MOTION:

I move to approve a 2025 budget transfer of \$50,000 from the salaries and benefits line items within the planning department to the contractual services within the planning department.

Planning Services: Proposal and Agreement

This proposal is valid for 30 days from the Order Date listed below.

OWNER INFORMATION:

NAME: City of Mandan
 BILLING ADDRESS: 205 2nd Ave NW
 CITY, STATE, ZIP: Mandan, ND 58554
 EMAIL: jneubauer@cityofmandan.com
 ORDER PLACED BY: Andrew Stromme, Planner, City of Mandan

PROJECT #: CR25-06-051
 ORDER DATE: 5/8/2025
 PHONE: 701.667.3210
 CELL: _____

Project Description:

Municipal planning services to be provided through August 31, 2025, with an expected rate of work of 24-36 hours per month. In person attendance at City Planning and Zoning Commission and City Commission meetings to be determined in coordination with City staff upon request. Travel of any Interstate Engineering employee to be reimbursed as per attached Schedule of Rates.

DESCRIPTION OF WORK:

- Development Application Review
- Staff Report Preparation
- Planning and Zoning Commission and City Commission Support
- Public and Staff Inquiry Response
- Ordinance and Policy Support (as needed)
- Comprehensive and Long-Range Planning Support (Upon Request)
- GIS and Mapping Services (Upon Request)

ESTIMATED COST OF PLANNING SERVICES:

\$50,000.00

Hourly (HR)

ESTIMATED COST OF ADDITIONAL SERVICES:

\$0

*SELECT

TOTAL:

\$50,000.00

PROPOSAL PROVIDED BY: Rachel Laqua

IE OFFICE: 202 13th St W, Williston, ND 58801

To the fullest extent permitted by law, Client and Planner (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Planner's total liability to Client under this Agreement shall be limited to: **\$50,000.00**; or our fee, whichever is greater. See Addendum 1 for General Terms and Conditions.

Payment for planning services is due and payable when billed. Interest in the amount of 1.5% per month shall be added to accounts not paid within thirty (30) days of the invoice date.

AUTHORIZATION: I hereby authorize the above-described planning services to be performed by Interstate Engineering, Inc. under the terms and conditions set forth.

SIGNATURE: _____

DATE: _____

Addendum 1

General Terms and Conditions

1.01 Basic Agreement and Period of Service

- A. Planner shall provide or deliver the services described in the Planning Services: Proposal and Agreement (the "Service"). If authorized by Owner, or if necessitated by changes to the Project (as described on the Planning Services: Proposal and Agreement), Planner will also provide any additional services beyond those specified above ("Additional Services").
- B. If, due to no fault of Planner, the timelines or dates of the Project are modified, or the orderly and continuous progress of the Services is hindered, or if the Services are delayed or suspended, then the Services, completion time for the Services and Planner's compensation rates and amounts shall be adjusted fairly.

2.01 Payment Procedures

- A. Invoices: Planner shall prepare and submit invoices to Owner on a monthly basis, following its standard invoicing practices. Payments are due within 30 days of Owner's receipt of the invoice. If Owner fails to make any payment due to Planner for Services, Additional Services, or expenses within thirty (30) days after receipt of Planner's invoice, then:
 - 1. The amounts due to Planner will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day, and
 - 2. In addition, Planner may, after giving seven (7) days' written notice to Owner, suspend Services under this Agreement until Planner has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Planner for any such suspension.
- B. Payment: As compensation for Planner providing or furnishing Services, Owner shall pay Planner as set forth in "Cost of Planning Services", above. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Planner in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Hourly Rates plus Reimbursable Expenses

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Planner as follows:
 - 1. An amount calculated by multiplying the cumulative hours worked on the Project by each category of Planner's employees by the standard hourly rates for the respective billing class, plus any reimbursable expenses and charges from Planner's consultants, if applicable.
 - 2. Planner's Standard Hourly Rates are attached as Appendix 1.

3.01 Performance Standards

- A. Standard of Care: The level of care and expertise provided in all professional planning and related services under this Agreement will align with the standards typically practiced by professionals in the same field, operating under similar conditions, at the same time, and in the same location. Planner does not offer and expressly disclaims all other warranties, whether express or implied, under this Agreement or otherwise, regarding any services provided.
- B. Subconsultant: Planner may engage subconsultants as deemed reasonably necessary to assist in the performance or provision of services, subject to Owner's reasonable, timely, and substantive objections.
- C. Reliance on Others: Planner may utilize or rely on planning elements and information that are customarily provided by others in accordance with the standard of care established in this Agreement.
- D. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Planner and Owner mutually covenant to comply with all applicable federal, state, and local laws, regulations, and rules (collectively, "Laws and Regulations").
 - 2. Planner shall comply with the reasonable policies, procedures, and instructions of Owner which Owner provides to Planner in writing before the commencement of the Services and which are applicable to Planner's performance of Services under this Agreement ("Owner Policies"), subject to the standard of care established in this Agreement, and to the extent compliance is not inconsistent with Planner's professional practice requirements.
 - 3. The terms of this Agreement, including pricing, are based on Laws and Regulations and Owner Policies as of the effective date of this Agreement. The following events may result in Planner's modification of Owner's responsibilities or to Planner's scope of Services, times of performance, or compensation:

- a. changes or amendments to Laws and Regulations after the effective date of this Agreement;
 - b. receipt by Planner of Owner Policies after the effective date of this Agreement; or
 - c. changes to Owner Policies after the effective date of this Agreement.
- E. Owner will not require Planner to sign any document, no matter by whom requested, resulting in Planner certifying, guaranteeing, or warranting conditions whose existence Planner cannot determine. Owner may not condition the resolution of any dispute with Planner or payment of any amount due to Planner upon Planner's execution of any such document.
- F. Planner will not provide or obtain legal advice or representation for Owner.
- G. The Services do not include (1) serving as a "municipal advisor" for purposes of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, any municipal entity or other person or entity, about municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

4.01 Document Ownership

- A. All documents prepared or provided by Planner are considered instruments of service. Planner retains ownership and property rights, including copyright and reuse rights, in these documents, regardless of whether the Project is completed. Planner grants Owner a limited license to use the deliverable documents for the Project, any extensions of the Project, and related uses, provided that Planner receives full payment for all Services and Additional Services related to the preparation of the deliverable documents. This license is subject to the following limitations:
 - 1. Owner acknowledges that these documents are not intended or represented to be suitable for use on the Project unless completed by Planner. Additionally, they are not suitable for use or reuse by Owner or others on extensions of the Project, any other project, or for any other purpose, without written verification or adaptation by Planner;
 - 2. Any use, reuse, or modification of the documents without written verification, completion, or adaptation by Planner, as appropriate for the intended purpose, will be at Owner's sole risk. Planner, along with its officers, directors, members, partners, agents, employees, and subconsultants will not be liable or legally exposed as the result of any such use, reuse, or modification;
 - 3. Owner shall indemnify, defend and hold harmless Planner and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses including attorneys' fees and costs arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. The limited license described in this Agreement is not sublicensable or assignable and shall not create any rights in any third parties.

5.01 Electronic Transmittals

Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

6.01 Insurance

- A. Planner must obtain and maintain insurance coverage.
- B. Additional Insureds: Planner's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. List Owner and any specified individuals or entities as additional insureds;
 - 2. Cover the officers, directors, members, partners, and employees of all additional insureds;
 - 3. Provide primary coverage for these additional insureds for all applicable claims, including those from ongoing and completed operations; and
 - 4. Not seek contributions from the additional insured's insurance.
- C. Professional Liability: Planner must also obtain and maintain professional liability insurance with limits of at least \$1 million per claim and \$1 million in aggregate. This insurance must cover all claims resulting from Planner's negligent acts, errors, or omissions in performing Services under this Agreement. Proof of insurance must be provided to Owner before services begin.
- D. Owner and Planner must provide each other with certificates of insurance showing the required coverages. These certificates must be provided before Planner starts Services and upon renewals (if any) during the Agreement's term.
 - 1. Upon request, Planner must also provide additional evidence of the required insurance, including copies of policies and endorsements, documentation of self-insured retentions (if allowed) and deductibles, full disclosure of relevant exclusions, and proof of insurance required for subconsultants. Planner may redact confidential premium or pricing information and any wording specific to other projects or jurisdictions.
- E. All insurance policies must include a provision or endorsement stating that coverage will not be canceled, and renewal will not be refused, without at least 10 days' prior written notice to the primary insured. The primary insured must promptly forward a copy of such notice to the other party to this Agreement.

7.01 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend the Services for up to 90 days after providing 7 days' written notice of its intention to Planner.
2. By Planner: Planner may suspend services under this Agreement after giving 7 days' written notice of its intention to Owner if:
 - a. Owner has failed to pay Planner for invoiced services and expenses; or
 - b. continuing circumstances beyond the control of Planner have rendered it impracticable for Planner to continue or complete its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause with 30 days' written notice to the other party if the other party substantially fails to perform according to the Agreement's terms, through no fault of the terminating party. However, this Agreement will not terminate if the party receiving the notice begins to correct the substantial failure within 7 days of receiving the notice and diligently works to cure the failure within 30 days of receiving the notice. If the substantial failure cannot reasonably be cured within the 30-day period, but the party has diligently attempted to cure it and continues to do so, the cure period may be extended up to, but no more than, 60 days from the date of receiving the notice.
2. In addition to its above-described termination rights, Planner may also terminate this Agreement for cause upon immediately upon written notice if:
 - a. Owner demands that Planner provide or perform services contrary to Planner's responsibilities or obligations as a certified professional; or
 - b. if the Services for the Project are delayed or suspended for more than 90 days for reasons beyond Planner's control;
3. Planner will not be liable to Owner for any termination of the Agreement by Planner for Cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Planner's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the agreement for cause or for convenience, Owner may set the effective date of termination up to 30 days later than initially provided. This extension allows Planner to demobilize personnel and equipment from the worksite, complete tasks whose value would otherwise be unrecoverable, prepare notes on the status of completed and uncompleted tasks, and organize Project materials into orderly files. Planner shall be entitled to compensation for these tasks.

E. Payments Upon Termination: If the Agreement is terminated for any reason, Planner is entitled to invoice Owner and receive full payment for all services rendered and reimbursable expenses incurred up to the effective date of termination. Once this payment is made, Owner will retain a limited right to use the documents at Owner's sole risk.

1. If Owner terminates the Agreement for cause and disputes Planner's right to compensation for services and reimbursement of expenses, the matter will be resolved through the dispute resolution provisions of this Agreement or as otherwise agreed in writing. Until resolved, Owner's right to use any documents is suspended.
2. If Owner terminates this Agreement for convenience or Planner terminates this Agreement for cause, Planner is entitled, in addition to the previously identified payments, to invoice Owner and receive payment for reasonable services and expenses directly related to such termination. This includes costs incurred both before and after the effective date of termination, such as reassignment of personnel, termination of contracts with Planner's subconsultants, and other related close-out costs, using the methods and rates for Additional Services.

8.01 Successors, Assigns, and Beneficiaries

- A. This Agreement is binding upon and inures to the benefit of each of the parties and their respective successors and assigns.
- B. Neither Owner nor Planner may assign, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the prior written consent of the other party, unless such assignment or transfer is required by or occurs by the operation of law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation or duty under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Owner and Planner and not for the benefit of any other party.
 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Planner, any third-party, or to any surety for or employee of Owner or Planner.

9.01 Dispute Resolution

Owner and Engineer agree to attempt to resolve each dispute between them in good faith during the 30 days after written notice of any dispute. If negotiations are unsuccessful in resolving the dispute within such timeframe, then the parties must submit the dispute to non-binding mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.

10.01 Controlling Law; Venue

The Laws and Regulations of the state in which the Project is located govern this Agreement.

11.01 Indemnification

- A. Indemnification by Planner: Planner shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting injury to or destruction of tangible property, but only to the extent caused by any negligent act or omission of Planner or Planner's officers, directors, members, partners, agents, employees, or Subconsultants.
- B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor.
- C. Percentage Share of Negligence: A party's total liability to the other party, and to anyone claiming through or under the other party, for any costs, losses, or damages caused partly by the party's negligence and partly by the negligence of the other party or any other negligent entity or individual, will be limited to the percentage share of the total negligence attributable to that party. This includes the negligence of Owner, Planner, and all other negligent entities and individuals.

12.01 Miscellaneous Provisions

- A. Notices: Notices required by this Agreement must be in writing and delivered in person (by commercial courier or otherwise), by registered or certified mail, or by email to the recipient including the words "FORMAL NOTICE" in the subject line of the email. All such notices are effective upon the date of receipt by the receiving party.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: In case any provision in this Agreement shall be found invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

**SCHEDULE OF RATES
ATTACHMENT #1**

| <u>Hourly Rate</u> | | <u>Hourly Rate</u> | |
|-----------------------|-----------|----------------------------------|-----------|
| <u>Engineers</u> | | <u>Technicians</u> | |
| ENG I | \$ 130.00 | TECH I | \$ 87.00 |
| ENG II | \$ 145.00 | TECH II | \$ 102.00 |
| ENG III | \$ 160.00 | TECH III | \$ 117.00 |
| ENG IV | \$ 175.00 | TECH IV | \$ 132.00 |
| ENG V | \$ 190.00 | TECH V | \$ 147.00 |
| ENG VI | \$ 205.00 | TECH VI | \$ 162.00 |
| ENG VII | \$ 220.00 | TECH VII | \$ 177.00 |
| ENG VIII | \$ 235.00 | TECH VIII | \$ 192.00 |
| ENG IX | \$ 250.00 | TECH IX | \$ 207.00 |
| ENG X | \$ 265.00 | TECH X | \$ 222.00 |
| <u>Surveyors</u> | | <u>Planners</u> | |
| SURV I | \$ 108.00 | PLANNER I | \$ 115.00 |
| SURV II | \$ 123.00 | PLANNER II | \$ 140.00 |
| SURV III | \$ 138.00 | PLANNER III | \$ 165.00 |
| SURV IV | \$ 153.00 | PLANNER IV | \$ 190.00 |
| SURV V | \$ 168.00 | PLANNER V | \$ 215.00 |
| SURV VI | \$ 183.00 | <u>Administrative</u> | |
| SURV VII | \$ 198.00 | ADMIN I | \$ 88.00 |
| SURV VIII | \$ 213.00 | ADMIN II | \$ 95.00 |
| SURV IX | \$ 228.00 | ADMIN III | \$ 102.00 |
| SURV X | \$ 243.00 | <u>Information Technologists</u> | |
| <u>Expert Witness</u> | \$ 300.00 | IT I | \$ 140.00 |
| | | IT II | \$ 190.00 |

CHARGEABLE EXPENSES

| | |
|---|---------------------------------------|
| Subsistence.....Actual cost | Travel Vehicle.....\$0.85 per mile |
| Subconsultant Services – Geotechnical .Actual cost plus 15% | Survey Vehicle.....\$0.95 per mile |
| Subconsultant Services – Other.....Actual cost plus 10% | ATV.....\$75.00 per day |
| Survey Materials Required.....Actual cost plus 25% | ATV with Tracks.....\$125.00 per day |
| Plat Certification per Certification.....\$35.00 | UTV.....\$150.00 per day |
| Recordation per Monument.....\$35.00 | UTV with Tracks\$200.00 per day |
| 24" x 36" Prints per Page\$9.00 | Snowmobile\$200.00 per day |
| Other Miscellaneous Project Expenses ..Actual cost | |

Any and all sales and use tax, TERO or other special fees which apply to this contract.



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 22, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider administrative change orders for the Old Red Trail Shared Use Path project

STATEMENT/PURPOSE:

To review two administrative change orders for the the Old Red Trail Shared Use Path Mill and Overlay project.

BACKGROUND/ALTERNATIVES:

Two necessary changes were identified during the pre-construction phase of the project. The first would add traffic control devices necessary to make the concrete work along Old Red Trail's southeast lane safe. It would also include the installation of a new bench and trash receptacle. The second would add traffic control devices necessary to make the improvements at the intersection of Old Red Trail and Sunset Drive.

Both of these change orders have been reviewed and approved by the Mandan Parks District.

ATTACHMENTS:

1. Change Order 1
2. Change Order 2

FISCAL IMPACT:

The combined cost of the change orders is \$31,455.30. The project received a Transportation Alternative grant for about 80% of the cost of eligible items. All items are expected to be eligible for this cost share. The remaining 20% is the City's responsibility, and would be assessed to the Mandan Parks District.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

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

RECOMMENDATION:

To approve change orders 1 and 2.

SUGGESTED MOTION:

I move to approve change orders 1 and 2, as presented.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise Moore Engineering, Inc. of your new email address

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- ii. send us an email to mgratz@mooreengineeringinc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Moore Engineering, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Moore Engineering, Inc. during the course of your relationship with Moore Engineering, Inc..

North Dakota Department of Transportation Change Order

Page 1 of 1

Change Order No: 2

Project: TAU-1-988(049)

PCN: 23914

SubProject: 1 SHARED USE PATH REHABILITATION MILL AND OVE County: Morton

For: SHARED USE PATH MILL & OVERLAY

Contractor: STRATA CORPORATION
PO BOX 13500
GRAND FORKS, ND 58208-3500

Original Contract Amount:
\$425,558.50

Date Created: 05/22/2025

Date Approved:

| Spec No | Code No | Item of Work | Unit | Original Quantity | + or - Quantity | Unit Price | Increase Amount | Decrease Amount |
|----------------------------------|---------|-----------------------|------|-------------------|-----------------|------------|-------------------|-----------------|
| INCREASE TO BID ITEM | | | | | | | | |
| PARTICIPATING (FEDERAL FUNDS) | | | | | | | | |
| 704 | 1000 | TRAFFIC CONTROL SIGNS | UNIT | 318.00 | 201.00 | 3.000 | 603.00 | |
| 704 | 1060 | DELINEATOR DRUMS | EA | 9.00 | 21.00 | 15.000 | 315.00 | |
| 704 | 1067 | TUBULAR MARKERS | EA | 110.00 | 10.00 | 4.000 | 40.00 | |
| Net Increase or Decrease to Date | | | | 31,455.30 | Part | Non-Part | TOTALS | 958.00 |
| | | | | | | | NON-PARTICIPATING | |
| | | | | | | | PARTICIPATING | 958.00 |

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

In order to safely work on the ramp in the SW corner of Sunset Drive and Old Red Trail approximately half the turn lane will need to be shut down. This will still leave a driving lane over 12' wide. A slightly modified version of Layout U on Standard Drawing D-704-24 will be used to complete this work. A marked up version of the standard is attached showing our modifications. The traffic control devices list showing only the devices needed for this work is also attached. Since the project is phased in a way that will allow this set up to be active along with the traffic control previously added under change order 1, additional items will be necessary for all devices.

This change order is considered full compensation for all labor, equipment, and material to complete the work described above, and shown on the supporting documentation.

Additional Traffic Control for Sunset Drive ramp work.

Prime Contractor

DATE

County/City Official

DATE

Project Engineer

DATE

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- Until or unless you notify Moore Engineering, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Moore Engineering, Inc. during the course of your relationship with Moore Engineering, Inc..



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 22, 2025
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider applying for State Water Commission cost-share funding for the 1st Street Reconstruction project

STATEMENT/PURPOSE:

To consider and possibly approve an application to the State Water Commission for funding for the 1st Street Reconstruction Project.

BACKGROUND/ALTERNATIVES:

The City recently approved a contract amendment with KLJ to include the final design for the 1st Street Reconstruction project. State Water Commission funding represented a substantial piece of the City's funding plan for this project. This approval would authorize KLJ to begin the process of working with the State's staff to put together an application. Only water-related items would be eligible for this program.

ATTACHMENTS:

None

FISCAL IMPACT:

If the City were to receive 60% grant funding on all eligible water items, we would expect to receive about \$720K in funding for the \$6.8M reconstruction project.

STAFF IMPACT:

Moderate effort working with KLJ to complete the application.

LEGAL REVIEW:

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

RECOMMENDATION:

To authorize staff to apply for State Water Commission funding.

City Commission

Agenda Documentation

June 3, 2025

Subject: Consider applying for State Water Commission cost-share funding for the 1st Street Reconstruction project

Page 2 of 2

SUGGESTED MOTION:

I move to authorize staff to apply for State Water Commission funding for the 1st Street Reconstruction project.



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 27, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Bond Resolution for \$4,507,000 Water Revenue Bond, Series 2025B (Water Treatment Plant Phase III Optimization Project)

STATEMENT/PURPOSE:

To approve the Bond Resolution for \$4,507,000 Water Revenue Bond, Series 2025B (Water Treatment Plant Phase III Optimization Project).

BACKGROUND/ALTERNATIVES:

On June 4, 2024, the City Commission approved a Resolution authorizing the filing of an application with the North Dakota Department of Environmental Quality for a loan under the Safe Drinking Water Act for the Water Treatment Plant III Optimization Project.

On April 24, 2025, the North Dakota Industrial Commission approved a \$4,507,000 loan requested by the City of Mandan.

ATTACHMENTS:

1. Project Budget Sheet
2. North Dakota Public Finance Authority
3. Bond Resolution

FISCAL IMPACT:

Project cost = \$11,267,000

Project funding:

- Drinking Water State Revolving Fund Loan = \$4,507,000
- State Water Commission = \$6,760,000

- Total = \$11,267,000

The interest rate on the 20-year loan is 1.5% plus a 0.5% administration fee with the final maturity date on September 1, 2047. The loan will be repaid by approved utility rates. The City is only obligated for the loan draw requests.

STAFF IMPACT:

No additional staff impacts are anticipated.

LEGAL REVIEW:

Arntson Stewart Wegner PC (Bond Counsel) prepared the Bond Resolution.

RECOMMENDATION:

To approve the Bond Resolution for \$4,507,000 Water Revenue Bond, Series 2025B (Water Treatment Plant Phase III Optimization Project).

SUGGESTED MOTION:

I move to approve the Bond Resolution for \$4,507,000 Water Revenue Bond, Series 2025B (Water Treatment Plant Phase III Optimization Project).

BUDGET SHEET

(Round to the nearest thousand)

| COST CLASSIFICATION | CWSRF | DWSRF | IRFL | DWR | | TOTAL |
|---|-------|--------------|------|--------------|------|---------------|
| 1. Administrative expenses | | | | | | \$ 0 |
| 2. Land, structures, rights-of-way | | | | | | \$ 0 |
| 3. Engineering basic fees | | \$ 807,000 | | \$ 1,210,000 | | \$ 2,017,000 |
| 4. Other engineering fees | | | | | | \$ 0 |
| 5. Project inspection fees | | | | | | \$ 0 |
| 6. Land development | | | | | | \$ 0 |
| 7. Relocation expenses | | | | | | \$ 0 |
| 8. Construction and project improvement | | \$ 3,364,000 | | \$ 5,045,000 | | \$ 8,409,000 |
| 9. Equipment | | | | | | \$ 0 |
| 10. Capitalized interest | | | | | | \$ 0 |
| 11. | | | | | | \$ 0 |
| 12. | | | | | | \$ 0 |
| 13. SUBTOTAL | \$ 0 | \$ 4,171,000 | \$ 0 | \$ 6,255,000 | \$ 0 | \$ 10,426,000 |
| 14. Contingencies | | \$ 336,000 | | \$ 505,000 | | \$ 841,000 |
| 15. TOTAL | \$ 0 | \$ 4,507,000 | \$ 0 | \$ 6,760,000 | \$ 0 | \$ 11,267,000 |
| | | | | | | |
| 16. CWSRF Funds | \$ 0 | | | | | |
| 17. DWSRF Funds | | \$ 4,507,000 | | | | |
| 18. IRFL | | | \$ 0 | | | |
| 19. Local | | | | \$ 6,760,000 | | |
| 20. OTHER (Specify) | | | | | \$ 0 | |
| 21. TOTAL ALL FUNDS | | | | | | \$ 11,267,000 |

Industrial Commission
of North Dakota

Kelly Armstrong
GOVERNOR

W. H. Wrigley
ATTORNEY GENERAL

Doug Goehring
AGRICULTURE COMMISSIONER



Public Finance Authority

April 16, 2025

Jim Neubauer, City Administrator
City of Mandan
jneubauer@cityofmandan.com

Dear Jim Neubauer:

The City of Mandan's requested water treatment plant loan in the amount of \$4,507,000 was approved on April 24, 2025. The financing will be provided under the **Drinking Water State Revolving Fund Program**. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included. If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application for consideration by the PFA.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents.

Please be sure to alert your Independent Public Accounting Firm or the Office of the State Auditor that the Drinking Water State Revolving Fund Program (Environmental Protection Agency's Capitalization Grants for Drinking Water State Revolving Funds, Assistance Listing #66.468) is considered a federal award for auditing purposes. Your financial statements may be required to be audited in compliance with the Single Audit Act with respect to the receipt and expenditure of loan proceeds. In addition, any equipment purchased with SRF funds must comply with the Federal equipment management requirements published in 2 CFR, Part 215. If you have any questions, please discuss this with your Auditor.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C. 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding**. This requirement is set out in the loan agreement.

Please feel free to call us or your bond counsel if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts, CPA
Business Manager

cc: Arntson Stewart Wegner PC (swegner@aswbondlaw.com)
Jarek Wigness, City Engineer (jarek.wigness@cityofmandan.com)
Greg Welch, Finance Director (gwelch@cityofmandan.com)

Borrower: City of Mandan: water treatment plant

| Drinking Water Loan Info - Preliminary | |
|--|--------------|
| Loan # | 230 |
| Loan | Nandan |
| Interest Rate | 1.50% |
| Administration Fee | 0.50% |
| Approved Amount | 4,507,000.00 |
| Amount | 4,507,000.00 |
| Indebted Amount | 0.00 |
| Face Denomination | 5,000.00 |
| Credit Rating | NR |
| Security Type | Revenue |
| Closing Date | 6/1/2025 |
| First Maturity | 9/1/2028 |
| Term | 20 |
| Final Maturity | 9/1/2047 |
| First Interest | 9/1/2025 |
| First Interest Payment | 5,000.00 |
| First Admin. Payment | 1,666.00 |
| Debt Service Reserve Fund | 274,050.00 |
| First DSRF Payment | 9/1/2028 |

Project Description
WTP Phase III

| Date | Principal | Interest | Total Principal & Interest | Annual P&I Payment | Outstanding Balance | Admin. Fee | Total Payment | Annual Total Payment | Debt Service Reserve Funding |
|----------|-----------------|---------------|----------------------------|--------------------|---------------------|---------------|-----------------|----------------------|------------------------------|
| 9/1/2025 | - | 5,000.00 | 5,000.00 | 5,000.00 | 4,507,000.00 | 1,666.00 | 6,666.00 | 6,666.00 | - |
| 3/1/2026 | - | 33,802.50 | 33,802.50 | - | 4,507,000.00 | 11,267.50 | 45,070.00 | - | - |
| 9/1/2026 | - | 33,802.50 | 33,802.50 | 67,605.00 | 4,507,000.00 | 11,267.50 | 45,070.00 | 90,140.00 | - |
| 3/1/2027 | - | 33,802.50 | 33,802.50 | - | 4,507,000.00 | 11,267.50 | 45,070.00 | - | - |
| 9/1/2027 | - | 33,802.50 | 33,802.50 | 67,605.00 | 4,507,000.00 | 11,267.50 | 45,070.00 | 90,140.00 | - |
| 3/1/2028 | - | 33,802.50 | 33,802.50 | - | 4,507,000.00 | 11,267.50 | 45,070.00 | - | - |
| 9/1/2028 | 187,000.00 | 33,802.50 | 220,802.50 | 254,605.00 | 4,320,000.00 | 11,267.50 | 232,070.00 | 277,140.00 | 54,810.00 |
| 3/1/2029 | - | 32,400.00 | 32,400.00 | - | 4,320,000.00 | 10,800.00 | 43,200.00 | - | - |
| 9/1/2029 | 190,000.00 | 32,400.00 | 222,400.00 | 254,800.00 | 4,130,000.00 | 10,800.00 | 233,200.00 | 276,400.00 | 54,810.00 |
| 3/1/2030 | - | 30,975.00 | 30,975.00 | - | 4,130,000.00 | 10,325.00 | 41,300.00 | - | - |
| 9/1/2030 | 195,000.00 | 30,975.00 | 225,975.00 | 256,950.00 | 3,935,000.00 | 10,325.00 | 236,300.00 | 277,600.00 | 54,810.00 |
| 3/1/2031 | - | 29,512.50 | 29,512.50 | - | 3,935,000.00 | 9,837.50 | 39,350.00 | - | - |
| 9/1/2031 | 195,000.00 | 29,512.50 | 224,512.50 | 254,025.00 | 3,740,000.00 | 9,837.50 | 234,350.00 | 273,700.00 | 54,810.00 |
| 3/1/2032 | - | 28,050.00 | 28,050.00 | - | 3,740,000.00 | 9,350.00 | 37,400.00 | - | - |
| 9/1/2032 | 200,000.00 | 28,050.00 | 228,050.00 | 256,100.00 | 3,540,000.00 | 9,350.00 | 237,400.00 | 274,800.00 | 54,810.00 |
| 3/1/2033 | - | 26,550.00 | 26,550.00 | - | 3,540,000.00 | 8,850.00 | 35,400.00 | - | - |
| 9/1/2033 | 205,000.00 | 26,550.00 | 231,550.00 | 258,100.00 | 3,335,000.00 | 8,850.00 | 240,400.00 | 275,800.00 | - |
| 3/1/2034 | - | 25,012.50 | 25,012.50 | - | 3,335,000.00 | 8,337.50 | 33,350.00 | - | - |
| 9/1/2034 | 210,000.00 | 25,012.50 | 235,012.50 | 260,025.00 | 3,125,000.00 | 8,337.50 | 243,350.00 | 276,700.00 | - |
| 3/1/2035 | - | 23,437.50 | 23,437.50 | - | 3,125,000.00 | 7,812.50 | 31,250.00 | - | - |
| 9/1/2035 | 215,000.00 | 23,437.50 | 238,437.50 | 261,875.00 | 2,910,000.00 | 7,812.50 | 246,250.00 | 277,500.00 | - |
| 3/1/2036 | - | 21,825.00 | 21,825.00 | - | 2,910,000.00 | 7,275.00 | 29,100.00 | - | - |
| 9/1/2036 | 215,000.00 | 21,825.00 | 236,825.00 | 258,650.00 | 2,695,000.00 | 7,275.00 | 244,100.00 | 273,200.00 | - |
| 3/1/2037 | - | 20,212.50 | 20,212.50 | - | 2,695,000.00 | 6,737.50 | 26,950.00 | - | - |
| 9/1/2037 | 220,000.00 | 20,212.50 | 240,212.50 | 260,425.00 | 2,475,000.00 | 6,737.50 | 246,950.00 | 273,900.00 | - |
| 3/1/2038 | - | 18,562.50 | 18,562.50 | - | 2,475,000.00 | 6,187.50 | 24,750.00 | - | - |
| 9/1/2038 | 225,000.00 | 18,562.50 | 243,562.50 | 262,125.00 | 2,250,000.00 | 6,187.50 | 249,750.00 | 274,500.00 | - |
| 3/1/2039 | - | 16,875.00 | 16,875.00 | - | 2,250,000.00 | 5,625.00 | 22,500.00 | - | - |
| 9/1/2039 | 230,000.00 | 16,875.00 | 246,875.00 | 263,750.00 | 2,020,000.00 | 5,625.00 | 252,500.00 | 275,000.00 | - |
| 3/1/2040 | - | 15,150.00 | 15,150.00 | - | 2,020,000.00 | 5,050.00 | 20,200.00 | - | - |
| 9/1/2040 | 235,000.00 | 15,150.00 | 250,150.00 | 265,300.00 | 1,785,000.00 | 5,050.00 | 255,200.00 | 275,400.00 | - |
| 3/1/2041 | - | 13,387.50 | 13,387.50 | - | 1,785,000.00 | 4,462.50 | 17,850.00 | - | - |
| 9/1/2041 | 240,000.00 | 13,387.50 | 253,387.50 | 266,775.00 | 1,545,000.00 | 4,462.50 | 257,850.00 | 275,700.00 | - |
| 3/1/2042 | - | 11,587.50 | 11,587.50 | - | 1,545,000.00 | 3,862.50 | 15,450.00 | - | - |
| 9/1/2042 | 245,000.00 | 11,587.50 | 256,587.50 | 268,175.00 | 1,300,000.00 | 3,862.50 | 260,450.00 | 275,900.00 | - |
| 3/1/2043 | - | 9,750.00 | 9,750.00 | - | 1,300,000.00 | 3,250.00 | 13,000.00 | - | - |
| 9/1/2043 | 250,000.00 | 9,750.00 | 259,750.00 | 269,500.00 | 1,050,000.00 | 3,250.00 | 263,000.00 | 276,000.00 | - |
| 3/1/2044 | - | 7,875.00 | 7,875.00 | - | 1,050,000.00 | 2,625.00 | 10,500.00 | - | - |
| 9/1/2044 | 255,000.00 | 7,875.00 | 262,875.00 | 270,750.00 | 795,000.00 | 2,625.00 | 265,500.00 | 276,000.00 | - |
| 3/1/2045 | - | 5,962.50 | 5,962.50 | - | 795,000.00 | 1,987.50 | 7,950.00 | - | - |
| 9/1/2045 | 260,000.00 | 5,962.50 | 265,962.50 | 271,925.00 | 535,000.00 | 1,987.50 | 267,950.00 | 275,900.00 | - |
| 3/1/2046 | - | 4,012.50 | 4,012.50 | - | 535,000.00 | 1,337.50 | 5,350.00 | - | - |
| 9/1/2046 | 265,000.00 | 4,012.50 | 269,012.50 | 273,025.00 | 270,000.00 | 1,337.50 | 270,350.00 | 275,700.00 | - |
| 3/1/2047 | - | 2,025.00 | 2,025.00 | - | 270,000.00 | 675.00 | 2,700.00 | - | - |
| 9/1/2047 | 270,000.00 | 2,025.00 | 272,025.00 | 274,050.00 | - | 675.00 | 272,700.00 | 275,400.00 | - |
| Total | \$ 4,507,000.00 | \$ 894,140.00 | \$ 5,401,140.00 | \$ 5,401,140.00 | | \$ 298,046.00 | \$ 5,699,186.00 | \$ 5,699,186.00 | \$ 274,050.00 |

\$4,507,000
CITY OF MANDAN, NORTH DAKOTA
WATER REVENUE BOND, SERIES 2025B

Bond Resolution

WHEREAS, the City of Mandan, North Dakota (the "City") owns, operates and maintains a water utility system for the purpose of providing water facilities to its residents; and

WHEREAS, the Board of City Commissioners of the City finds that it is financially feasible and in its best interest to finance improvements to the City's water utility from water and sewer utility revenues; and

WHEREAS, the North Dakota Public Finance Authority (the "NDPFA") is authorized pursuant to N.D.C.C. Chapter 6-09.4 to lend money to political subdivisions of the State of North Dakota, to acquire and hold municipal securities issued by such political subdivisions, including those issued to construct, maintain, repair, and operate or cause to be operated, public wastewater and water system utilities, and to issue its bonds to pay the costs of acquiring such municipal securities; and

WHEREAS, the NDPFA has issued its bonds and has deposited the proceeds from the sale thereof together with other available funds in the Clean Water and Safe Drinking Water Act revolving loan funds created by N.D.C.C. Chapters 61-28.1 and 61-28.2 (the "Revolving Loan Funds") from which Revolving Loan Funds loans will be made to political subdivisions of the State, including the City to finance the costs of public water and wastewater system utilities and to assist public entities in connection with the financing of such facilities; and

WHEREAS, the City has made timely application to the North Dakota Department of Environmental Quality, Division of Municipal Facilities (the "Department") pursuant to the requirements of the Revolving Loan Funds to finance all or a portion of the cost of the Project; and

WHEREAS, the Department has approved the City's application for a loan from available proceeds of the bonds or other available funds of the NDPFA deposited in the Revolving Loan Funds in an amount not to exceed the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City as follows:

SECTION 1. DEFINITIONS. As used in this Resolution, the following words shall have the following meanings:

"Bond Fund" means the Bond Fund established pursuant to Section 10 hereof.

"Bonds" or "Bond" means any of the City of Mandan, North Dakota, Water Revenue Bond, Series 2025B issued pursuant to this Resolution.

"Bondholders" means the person or persons in whose name such Bond shall be registered.

"City" means the City of Mandan, North Dakota, a North Dakota political subdivision and its successors and assigns.

"Construction Fund" means the Construction Fund established pursuant to Section 12 hereof.

"Commission" means the Board of City Commissioners of the City.

"Date of Issue" means the date on which the aggregate draws under the Bond exceeds the lesser of \$50,000 or five percent (5%) of the issue price of the Bond.

"Default" means any event specified in Section 17(a) of this Resolution.

"Department" means the North Dakota Department of Environmental Quality, Division of Municipal Facilities.

"Facilities" means, collectively, the water, water treatment and distribution system, the storm water system, sanitary sewer system, wastewater treatment and distribution facilities of the City, including any improvements, betterments, additions, renewals and replacements thereto.

"Gross Revenues" means all fees and charges collected for use of the Facilities, activities furnished by the City, revenues from product sales, and other revenues collected by the City; however, Gross Revenues does not include: (a) collection of ad valorem taxes, if any; (b) any payments of assessments levied against benefitted properties; (c) the proceeds of any grants; (d) the proceeds of any borrowing for capital improvements; (e) the proceeds of any liability insurance; and (f) the proceeds of any casualty insurance which the City intends to utilize for repair or replacement of the Facilities.

"Loan" means the loan evidenced by the Municipal Securities, made by NDPFA to the City pursuant to the Loan Agreement to finance or refinance all or a portion of the costs of the Project.

"Loan Agreement" means the State Revolving Fund Loan Agreement entered into between the NDPFA and the City and dated the Date of Issue.

"Municipal Securities" means the municipal securities, as such term is defined in the NDPFA Act, executed and delivered by the City to the NDPFA to evidence the Loan in accordance with this Resolution.

"Net Revenues" means Gross Revenues less Operating Expenses.

"N.D.C.C." means the North Dakota Century Code.

"NDPFA" means the North Dakota Public Finance Authority.

"Operating Expenses" means all normal, reasonable and current expenses incurred for operation, maintenance and repair of the Facilities, including but not limited to administrative expenses, financial and auditing expenses, insurance premiums, claims (to the extent moneys are not available from proceeds of insurance), taxes, legal and engineering expenses relating to operation and

maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, payments to reserve funds, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facilities, but excluding depreciation, debt service, amortization and capital expenditures.

"Parity Bonds" means the outstanding obligations identified in the Parity Bonds Certificate which is set forth elsewhere in the transcript for the Bonds, and any revenue bonds or other obligations of the City issued hereafter which comply with the provisions of Section 16 of this Resolution for the issuance of Parity Bonds.

"Project" means improvements to the Facilities including but not limited to Phase III of the water treatment plant optimization project.

"Registrar" means the Bank of North Dakota, Bismarck, North Dakota, or any other entity which is under contract with the City to serve as paying agent and registrar for the Bonds and its successors and assigns.

"Reserve Fund" means the Reserve Fund established pursuant to Section 11 hereof.

"Reserve Fund Requirement " means an amount equal to the least of: (i) 10% of the stated principal amount of the Bonds, (ii) the maximum annual principal and interest payment requirement on the Bonds, or (iii) 125% of the average annual debt service requirements on the Bonds.

"Resolution" means this Resolution, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"State" means the State of North Dakota.

SECTION 2. AUTHORIZATION. Pursuant to the authority of Chapter 40-35 of the N.D.C.C. and the provisions of this Resolution, a bond of the City of Mandan, North Dakota entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed Four Million Five Hundred Seven Thousand Dollars (\$4,507,000). The bond shall be designated "\$4,507,000 City of Mandan, North Dakota, Water Revenue Bond, Series 2025B", and shall be issued for the purpose of constructing the Project and paying related costs of issuance.

SECTION 3. SALE OF THE BOND. The Bond is hereby sold through negotiated sale to the NDPFA on the terms and conditions set forth herein at a purchase price of not to exceed \$4,507,000, or such lesser amount as may be required for the completion of the Project. The City agrees to pay to the NDPFA the Administrative Fee as defined in the Loan Agreement. The Bond shall consist of a single term bond in the amount of not to exceed \$4,507,000. The Bond shall be issued only in fully registered form without coupons.

SECTION 4. TERMS. The Bond shall be dated the date of issuance. The Bond shall mature on September 1, 2047 and shall bear interest at the rate of 1.50% payable on March 1 and September 1 in each year commencing on the first such date following the first loan advance.

The Bond is subject to annual mandatory principal installments commencing September 1, 2028 (or in no event later than September 1 following the date of Project completion), with the last principal payment being made on September 1, 2047, subject to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. The preliminary amortization schedule has been presented to this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond (computed upon the basis of a 360-day year consisting of twelve months of 30 days each) and, upon presentation and surrender thereof to the Bank of North Dakota, as paying agent and registrar of the Bonds, the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the immediately preceding month. Interest on the Bond shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the Bond Fund established herein.

SECTION 5. REDEMPTION. The Bond is subject to prepayment or refunding on any interest payment date with the written consent of the NDPFA at a price equal to the principal amount thereof plus accrued interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

SECTION 6. PREPARATION AND EXECUTION; FORM OF BONDS. The Bonds shall be printed under the supervision and at the direction of the City Administrator, executed by the manual or facsimile signature of the President of the Board of City Commissioners, sealed with a manual or facsimile of the City's official seal, if any, and attested to by the manual or facsimile signature of the City Administrator and delivered to the NDPFA at closing upon receipt of the purchase price plus any accrued interest. The Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the Certificate of Authentication thereon shall have been executed by the Registrar by manual signature of one of its authorized representatives. The Bonds shall be reproduced in substantially the form on file with the City Administrator.

SECTION 7. DEDICATION OF NET REVENUES. The City hereby dedicates and pledges for annual payment of the principal and interest on the Bond, the Net Revenues. The levy and collection of the Net Revenues and the dedication of such shall be irrevocable so long as any principal or interest on the Bond remains outstanding and unpaid.

SECTION 8. SECURITY. The Bond shall be a limited obligation of the City issued pursuant to Chapter 40-35 of the N.D.C.C., and shall be payable solely from the Net Revenues, as provided by this Resolution and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, nor shall the City be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the City and no Bondholder shall ever have the right to compel any exercise of the taxing power of the City to pay the principal or interest on the Bond.

SECTION 9. DISPOSITION OF BOND PROCEEDS. The estimated \$4,507,000 proceeds derived from the sale of the Bonds shall be deposited to the credit of the Construction Fund as advances are made pursuant to Section 2.02 of the Loan Agreement.

SECTION 10. BOND FUND. The City shall establish and maintain so long as the Bonds are outstanding a separate fund to be designated the "Bond Fund." The Commission shall make the following deposits into the Bond Fund:

(a) Commencing on the first day of the month following the Date of Issue, and monthly thereafter the City will deposit into the Bond Fund Net Revenues in an amount equal to one-sixth (1/6) of the amount necessary to pay Bond interest and the Administrative Fee which will become due on the next interest payment date after crediting the amount of accrued interest and any earnings on the Bond Fund. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City shall deposit into the Bond Fund from the Net Revenues an amount sufficient to permit all interest due on the Bonds to be paid on the date it is due.

(b) Commencing on the first day of the month following the Date of Issue, and monthly thereafter, the City will deposit into the Bond Fund Net Revenues in an amount equal to one-twelfth (1/12) of the amount necessary to pay any Bond principal which will become due on the next principal payment date. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City will deposit into the Bond Fund from the Net Revenues an amount sufficient to permit all principal due on the Bonds to be paid on the date it is due.

(c) On each principal and interest payment date, from funds on deposit in the Reserve Fund, such additional amounts, if any, as may be necessary to meet principal and interest payments then due.

Deposits required to be made pursuant to Sections 10(a) and 10(b) above are cumulative, and if the Net Revenues are not sufficient to credit the amount required in any month, an amount equal to the deficiency shall be credited from the next Net Revenues thereafter received. The moneys and investments in the Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bonds when and as the same shall become due and payable and for that purpose only.

SECTION 11. RESERVE FUND. The City shall maintain a balance in the Reserve Fund at least equal to the Reserve Fund Requirement. If at any time the balance in the Reserve Fund is less than the Reserve Fund Requirement, the City will transfer Net Revenues to the Reserve Fund.

The City shall fund the Reserve Fund from Net Revenues in the amount of \$54,810 each September 1 commencing September 1, 2028, and on each September 1 thereafter with the final deposit made on September 1, 2032 (subject to adjustment based on the first principal payment date). The Reserve Fund Requirement is based upon total draws of \$4,507,000. In the event that the City draws less than \$4,507,000 the Reserve Fund Requirement shall be adjusted downward.

Moneys required to be maintained in the Reserve Fund will be used only to pay principal and interest on the Bonds and the Administrative Fee, and only in the event that the Net Revenues and moneys in the Bond Fund are insufficient to pay Bond principal, premium, if any, and interest when due and the Administrative Fee; provided, however, that when the balances of the Bond Fund and the Reserve Fund equal an amount sufficient to redeem or pay at maturity all outstanding Bonds, together with interest thereon and premium, if any, said balances may be applied to such redemption or payment at maturity, as the case may be, whether or not other moneys are available for such payment.

Any amounts on deposit in the Reserve Fund, including interest earnings, in excess of the Reserve Fund Requirement shall be transferred to the Bond Fund. Any surplus remaining in the Reserve Fund after all Bonds have been paid may be used for any lawful purpose determined by the City.

SECTION 12. CONSTRUCTION FUND. The Commission shall establish a Construction Fund and shall deposit to the credit of such Fund the proceeds of the Bonds as set forth in Section 9 hereof.

As bond proceeds are needed for Project costs, the City shall submit requests in accordance with Section 2.02 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Bond. Moneys in the Construction Fund from such proceeds and earnings shall be used for payment of the cost of the Project and costs of issuance of the Bond to include reimbursement to the City for advances made for such costs or to refund amounts borrowed for the Project, and for no other purpose.

Moneys in the Construction Fund shall be deposited with a qualified depository and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Administration shall be collateralized in accordance with Section 21-04-09 of the N.D.C.C. Moneys in the Construction Fund shall be subject to withdrawal from time to time by the President and City Administrator for the purposes set forth above.

Moneys in the Construction Fund may be invested in such investments as are authorized by law for the City. Earnings from investment of the funds in the Construction Fund shall remain in the Construction Fund and shall be treated and disbursed as Bond proceeds. Any proceeds of the Bonds and any interest earnings thereon remaining in the Construction Fund after payment of all outstanding interim indebtedness, costs of the project, reimbursement of prior expenditures and issuance costs shall be transferred to the Bond Fund.

SECTION 13. RATE COVENANT. The City covenants that it will impose, maintain and collect rates, fees and charges in connection with the operation of the Facilities which are projected to generate Net Revenues at least equal to 1.10 times the average annual principal and interest payments on the outstanding Bond and Parity Bonds. If the Net Revenues fail to meet this level, the City shall promptly increase its rates, fees and charges to a level so that Net Revenues are projected to meet the required level.

SECTION 14. GENERAL COVENANTS. The City hereby covenants and agrees with the owners of all outstanding Bonds as follows:

(a) That it will, to the extent the Net Revenues are sufficient, promptly cause the principal and interest on the Bonds to be paid as they become due.

(b) That it will maintain complete books and records relating to the operation of the Facilities, the Construction Fund, the Bond Fund and the Reserve Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be made available to the purchaser of the Bonds upon request.

(c) That it will not issue bonds or other obligations having a claim superior to the claim of the Bonds upon Net Revenues.

(d) That it will impose, maintain and collect the rates and charges for its water and wastewater utility in an amount sufficient to pay all Operating Expenses, and to produce Net Revenues sufficient to pay the principal of and interest on the Bonds as the same becomes due, and to fund the Reserve Fund.

(e) That all users of the Facilities will be metered.

(f) That it will operate the Facilities in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.

(g) The City may not sell or exchange or otherwise dispose of any property constituting a part of the Facilities unless such property is either worn out or obsolete or, in the opinion of the City, is no longer useful in the operation of the Facilities. Any proceeds of such sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the Bond Fund.

SECTION 15. REGISTRATION AND TRANSFER. The Bonds are transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bonds.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the City and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

SECTION 16. PARITY BONDS. The City may issue Parity Bonds to provide funds to finance the acquisition, construction and equipping of Facilities, the repair and improvement of Facilities, or the refunding of outstanding bonds, upon the following conditions:

- (a) no Default has occurred and is continuing;
- (b) at the time of the issuance of the Parity Bonds there is no deficiency in the Bond Fund or the Reserve Fund;
- (c) the Resolution authorizing the issuance of the Parity Bonds contains a covenant requiring the City to impose, maintain and collect rates, fees and charges projected to generate Net Revenues for the fiscal year following the year in which the Parity Bonds are issued at least equal to 1.10 times the average annual debt service on all outstanding bonds including the Parity Bonds;
- (d) prior to the issuance of Parity Bonds the City shall file a report:
 - (i) stating that the Net Revenues for the fiscal year preceding the year in which the proposed Parity Bonds are to be issued were more than 1.10 times the maximum principal and interest requirements (including principal and interest on the proposed Parity Bonds) for any future fiscal year during which bonds are outstanding; or
 - (ii) stating that in the opinion of the City Administrator, the estimated Net Revenues for each of the next three (3) fiscal years will be at least equal to 1.10 times the average annual debt service on all outstanding bonds (including the proposed Parity Bonds) for any future year during which bonds are outstanding; and
- (e) provided that the City Administrator's report required pursuant to this Section may take into account and otherwise incorporate the following if supported by the City engineer's opinion:
 - (i) pro forma revenues levied or made during the test year if not fully collected;
 - (ii) pro forma revenues made during the issuance year;
 - (iii) pro forma cost savings as a result of the new project being financed that would reduce operating costs and increase Net Revenues; and
 - (iv) pro forma cost savings if the project being financed would be more efficient because the water utility system is more efficient.

All Parity Bonds issued in accordance with this Section shall have a lien on the Net Revenues which is equal to the lien of the Bonds and all Parity Bonds issued in accordance with this Section. Nothing in this Resolution shall preclude the City from issuing subordinate lien bonds or from providing payments on other obligations which are expressly made a charge on only the surplus Net Revenues of

the Facilities subordinate to the pledge of Net Revenues to the Bonds authorized hereunder. Notwithstanding the foregoing, the City may issue Parity Bonds with the written consent of the owners of all of the outstanding principal of the Bonds.

SECTION 17. DEFAULT AND REMEDIES.

(a) The following events shall constitute Default:

(i) failure to pay Bond principal or interest when due; or

(ii) failure to perform any other obligation of the City imposed by the Resolution or the Bonds, but only if:

(A) the failure continues for a period of more than ninety (90) days after demand has been made on the City to remedy the failure, and

(B) the City fails to take reasonable steps to remedy the failure within that ninety-day period; provided, however, that if a remedy or Default in this Section contradicts any provision in the Loan Agreement the provisions in the Loan Agreement shall prevail; or

(iii) imposition of a receivership upon the City; or

(iv) written admission by the City that the City is unable to pay its debts as they become due.

(b) Upon Default, any Bondholder may exercise any remedy available at law or in equity.

A right or remedy conferred by this Section upon any bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this chapter or by any other law of the State.

SECTION 18. INSURANCE AND FIDELITY BOND. The City covenants to maintain insurance appropriate to the risks associated with operation of its Facilities and pursuant to the terms of the Loan Agreement.

SECTION 19. LEASES. The City may lease as lessor or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the City, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement, and in the opinion of the City's bond counsel and the NDPFA's counsel, does not affect the tax-exempt status of the Bonds.

SECTION 20. AMENDMENT OF RESOLUTION. This Resolution may not be amended without the consent of the Bondholders.

SECTION 21. DISCHARGE. When all of the Bonds, and the interest thereon, have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The City may discharge all Bonds due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge all prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The City may also discharge all or part of the Bonds at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on such Bonds prior to the date upon which the same will be prepayable according to their terms, and paying such Bonds on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the state, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bonds on or before such date has been duly given as required herein.

SECTION 22. OTHER DOCUMENTS AND PROCEEDINGS. The officers of the City are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and the issuance, sale and delivery of the Bonds. The officers of the City are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bonds, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein. Delivery of the Bonds is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate.

SECTION 23. LOAN AGREEMENT. The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its President of the Board of City Commissioners and City Administrator (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the NDPFA, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement. The City shall provide audited financial statements as set out in Section 3.01(f) of the Loan Agreement.

SECTION 24. LOAN FORGIVENESS. During the pendency of the Loan, the City may be offered a certain amount of loan forgiveness by the Department and the NDPFA to reduce the principal amount loaned to the City. The City acknowledges that any such loan forgiveness would be made available by the Department and the NDPFA in connection with receiving and administering federal Capitalization Grants under the State Revolving Fund Program. The City agrees to accept any such loan forgiveness offered to it in connection with this Loan without any further action.

SECTION 25. TAX COVENANTS. The City covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code and any applicable regulations to the extent applicable to the Bonds. If at any time the City is of the opinion that for purposes of this Section 25 it is necessary to restrict or limit the yield on the investment of any moneys held in the Bond Fund, the Construction Fund or the Reserve Fund, the City shall take such action as may be necessary.

Without limiting the generality of the foregoing, the City agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds.

Notwithstanding any provision of this Section, if the City receives an opinion of nationally recognized bond counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Code, the City may rely conclusively on such opinion in complying with the provisions hereof.

The City covenants and agrees that not in excess of ten percent (10%) of the proceeds of the Bonds will be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit ("Private Business Use") if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for Private Business Use or in payments in respect of property used or to be used for Private Business Use or is to be derived from payments in respect of property or borrowed money used or to be used for Private Business Use. Use of the Facilities by a trade or business on the same basis as the general public is not Private Business Use; provided; however, such restriction shall be reduced to five (5) percent where use by a nongovernmental person is unrelated or disproportionate as defined under the Code and applicable Treasury Regulations.

The City shall assure that not in excess of five percent (5%) of the Net Proceeds of the Bond are used, directly or indirectly, to make or finance a loan (other than loans constituting nonpurpose investments or assessments) to persons other than state or local government units.

The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

SECTION 26. QUALIFIED TAX-EXEMPT OBLIGATION. The City has not designated the Bond as a "qualified tax-exempt obligation" under Section 265 of the Code.

SECTION 27. [RESERVED].

SECTION 28. BUY AMERICAN REQUIREMENT. The City shall comply with all federal requirements applicable to the loan (including those imposed by the 2014 Appropriations Act, Public Law No. 113-76 and related SRF regulations and policy guidelines) which the City understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the City has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or NDPFA has otherwise advised the City in writing that the American Iron and Steel Requirement is not applicable to the Project.

SECTION 29. DAVIS BACON AND RELATED ACTS. The City shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141,et seq.).

SECTION 30. LOBBYING AND LITIGATION. The City shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying pursuant to Section 2 of the Certificate Relating to Lobbying and Litigation as executed by the Authorized Officers.

SECTION 31. RECORD AND REPORTING REQUIREMENTS. The City shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency, the Department or the NDPFA such as performance indicators of program deliverables, information on costs and project progress. The City understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the American Iron and Steel Requirement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.

SECTION 32. CERTIFICATES. The Authorized Officers, in consultation with counsel, are hereby authorized to deliver certificates which cures ambiguities, defects or omissions herein, correct, amend or supplement any provision herein, all in furtherance of the financing contemplated herein, including adjustments to the amortization schedule and payment dates.

SECTION 33. ELECTRONIC SIGNATURES. The Commission authorizes the President and the City Administrator to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the President and the City Administrator shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

(remainder of page intentionally left blank.)

Dated: June 3, 2025.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on June 3, 2025, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 27, 2025
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Greg Welch, Finance Director
SUBJECT: Financing Resolution for Water and Sewer Improvement District No. 65 (2025 Reconstruction Project - Monte Drive)

STATEMENT/PURPOSE:

To approve the Financing Resolution for Water and Sewer Improvement District No. 65 (2025 Reconstruction Project - Monte Drive).

BACKGROUND/ALTERNATIVES:

On January 7, 2025, the City Commission approved a Resolution authorizing the filing of an application with the North Dakota Department of Environmental Quality for a loan under the Safe Drinking Water Act for the 2025 Reconstruction Project - Monte Drive.

On April 16, 2025, the North Dakota Industrial Commission approved a \$1,930,000 loan requested by the City of Mandan.

ATTACHMENTS:

1. Project Budget Sheet
2. North Dakota Public Finance Authority
3. Financing Resolution

FISCAL IMPACT:

Project cost = \$10,320,312

Project funding:

- Drinking Water State Revolving Fund Loan = \$1,929,930
- State Water Commission = \$4,777,086
- Municipal Infrastructure Fund + Water & Sewer Utility Fund = \$3,613,296

- Total = \$10,320,312

The interest rate on the 15-year loan is 1.5% plus a 0.5% administration fee with the final maturity date on September 1, 2041. The loan will be repaid by special assessments. The City is only obligated for the loan draw requests.

STAFF IMPACT:

No additional staff impacts are anticipated.

LEGAL REVIEW:

Arntson Stewart Wegner PC (Bond Counsel) prepared the Financing Resolution.

RECOMMENDATION:

To approve the Financing Resolution for Water and Sewer Improvement District No. 65 (2025 Reconstruction Project - Monte Drive).

SUGGESTED MOTION:

I move to approve the Financing Resolution for Water and Sewer Improvement District No. 65 (2025 Reconstruction Project - Monte Drive).

BUDGET SHEET

(Round to the nearest thousand)

| COST CLASSIFICATION | CWSRF | DWSRF | IRFL | DWR | Local | TOTAL |
|---|-------|--------------|------|--------------|--------------|---------------|
| 1. Administrative expenses | \$ 0 | \$ 7,101 | | \$ 6,399 | | \$ 13,500 |
| 2. Land, structures, rights-of-way | \$ 0 | | | | | \$ 0 |
| 3. Engineering basic fees | \$ 0 | \$ 595,382 | | \$ 381,968 | \$ 45,990 | \$ 1,023,340 |
| 4. Other engineering fees | \$ 0 | | | | | \$ 0 |
| 5. Project inspection fees | \$ 0 | \$ 136,800 | | \$ 170,640 | \$ 52,560 | \$ 360,000 |
| 6. Land development | \$ 0 | | | | | \$ 0 |
| 7. Relocation expenses | \$ 0 | | | | | \$ 0 |
| 8. Construction and project improvement | \$ 0 | \$ 882,382 | | \$ 3,833,558 | \$ 3,396,307 | \$ 8,112,247 |
| 9. Equipment | \$ 0 | | | | | \$ 0 |
| 10. Capitalized interest | \$ 0 | | | | | \$ 0 |
| 11. | | | | | | \$ 0 |
| 12. | | | | | | \$ 0 |
| 13. SUBTOTAL | \$ 0 | \$ 1,621,665 | \$ 0 | \$ 4,392,565 | \$ 3,494,857 | \$ 9,509,087 |
| 14. Contingencies | \$ 0 | \$ 308,265 | | \$ 384,521 | \$ 118,439 | \$ 811,225 |
| 15. TOTAL | \$ 0 | \$ 1,929,930 | \$ 0 | \$ 4,777,086 | \$ 3,613,295 | \$ 10,320,312 |
| | | | | | | |
| 16. CWSRF Funds | \$ 0 | | | | | |
| 17. DWSRF Funds | | \$ 1,929,930 | | | | |
| 18. IRFL | | | \$ 0 | | | |
| 19. Local | | | | \$ 4,777,086 | | |
| 20. OTHER (Specify) | | | | | \$ 3,613,295 | |
| 21. TOTAL ALL FUNDS | | | | | | \$ 10,320,312 |

Industrial Commission
of North Dakota

Kelly Armstrong
GOVERNOR

W. H. Wrigley
ATTORNEY GENERAL

Doug Goehring
AGRICULTURE COMMISSIONER



Public Finance Authority

Be Legendary.

April 16, 2025

Jim Neubauer, City Administrator
City of Mandan
jneubauer@cityofmandan.com

Dear Jim Neubauer:

The City of Mandan's requested loan in the amount of \$1,930,000 was approved on April 16, 2025. The financing will be provided under the **Drinking Water State Revolving Fund Program**. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included. If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application for consideration by the PFA.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents.

Please be sure to alert your Independent Public Accounting Firm or the Office of the State Auditor that the Drinking Water State Revolving Fund Program (Environmental Protection Agency's Capitalization Grants for Drinking Water State Revolving Funds, Assistance Listing #66.468) is considered a federal award for auditing purposes. Your financial statements may be required to be audited in compliance with the Single Audit Act with respect to the receipt and expenditure of loan proceeds. In addition, any equipment purchased with SRF funds must comply with the Federal equipment management requirements published in 2 CFR, Part 215. If you have any questions, please discuss this with your Auditor.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C.' 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding**. This requirement is set out in the loan agreement.

Please feel free to call us or your bond counsel if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts, CPA
Business Manager

cc: Arntson Stewart Wegner PC (swegner@aswbondlaw.com)
Jarek Wigness, City Engineer (jarek.wigness@cityofmandan.com)
Greg Welch, Finance Director (gwelch@cityofmandan.com)

| Drinking Water Loan Info -- Preliminary | |
|---|---------------------|
| Loan # | 238 |
| Loan | Mandan |
| Interest Rate | 1.50% |
| Administration Fee | 0.50% |
| Approved Amount | 1,930,000.00 |
| Amount | 1,930,000.00 |
| Funded Amount | 0.00 |
| Issuance Denomination | 5,000.00 |
| Credit Rating | NR |
| Security Type | Spectral Assessment |
| Closing Date | 6/1/2025 |
| First Maturity | 9/1/2027 |
| Term | 16 |
| Final Maturity | 9/1/2041 |
| First Interest | 9/1/2025 |
| First Interest Payment | 5,000.00 |
| First Admin. Payment | 1,666.00 |
| Debt Service Reserve Fund | 0.00 |
| First DSRF Payment | - |

Project Description
2025 Reconstruction

| Date | Principal | Interest | Total Principal & Interest | Annual P&I Payment | Outstanding Balance | Admin Fee | Total Payment | Annual Total Payment |
|--------------|------------------------|----------------------|-------------------------------|------------------------|------------------------|---------------------|------------------------|-------------------------|
| 9/1/2025 | - | 5,000.00 | 5,000.00 | 5,000.00 | 1,930,000.00 | - | - | - |
| 3/1/2026 | - | 14,475.00 | 14,475.00 | - | 1,930,000.00 | 1,666.00 | 6,666.00 | 6,666.00 |
| 9/1/2026 | 1,000.00 | 14,475.00 | 15,475.00 | 29,950.00 | 1,929,000.00 | 4,825.00 | 20,300.00 | 39,600.00 |
| 3/1/2027 | - | 14,467.50 | 14,467.50 | - | 1,929,000.00 | 4,822.50 | 19,290.00 | - |
| 9/1/2027 | 114,000.00 | 14,467.50 | 128,467.50 | 142,935.00 | 1,815,000.00 | 4,822.50 | 133,290.00 | 152,580.00 |
| 3/1/2028 | - | 13,612.50 | 13,612.50 | - | 1,815,000.00 | 4,537.50 | 18,150.00 | - |
| 9/1/2028 | 115,000.00 | 13,612.50 | 128,612.50 | 142,225.00 | 1,700,000.00 | 4,537.50 | 133,150.00 | 151,300.00 |
| 3/1/2029 | - | 12,750.00 | 12,750.00 | - | 1,700,000.00 | 4,250.00 | 17,000.00 | - |
| 9/1/2029 | 115,000.00 | 12,750.00 | 127,750.00 | 140,500.00 | 1,585,000.00 | 4,250.00 | 132,000.00 | 149,000.00 |
| 3/1/2030 | - | 11,887.50 | 11,887.50 | - | 1,585,000.00 | 3,962.50 | 15,850.00 | - |
| 9/1/2030 | 120,000.00 | 11,887.50 | 131,887.50 | 143,775.00 | 1,465,000.00 | 3,962.50 | 135,850.00 | 151,700.00 |
| 3/1/2031 | - | 10,987.50 | 10,987.50 | - | 1,465,000.00 | 3,662.50 | 14,650.00 | - |
| 9/1/2031 | 120,000.00 | 10,987.50 | 130,987.50 | 141,975.00 | 1,345,000.00 | 3,662.50 | 134,650.00 | 149,300.00 |
| 3/1/2032 | - | 10,087.50 | 10,087.50 | - | 1,345,000.00 | 3,362.50 | 13,450.00 | - |
| 9/1/2032 | 125,000.00 | 10,087.50 | 135,087.50 | 145,175.00 | 1,220,000.00 | 3,362.50 | 138,450.00 | 151,900.00 |
| 3/1/2033 | - | 9,150.00 | 9,150.00 | - | 1,220,000.00 | 3,050.00 | 12,200.00 | - |
| 9/1/2033 | 125,000.00 | 9,150.00 | 134,150.00 | 143,300.00 | 1,095,000.00 | 3,050.00 | 137,200.00 | 149,400.00 |
| 3/1/2034 | - | 8,212.50 | 8,212.50 | - | 1,095,000.00 | 2,737.50 | 10,950.00 | - |
| 9/1/2034 | 130,000.00 | 8,212.50 | 138,212.50 | 146,425.00 | 965,000.00 | 2,737.50 | 140,950.00 | 151,900.00 |
| 3/1/2035 | - | 7,237.50 | 7,237.50 | - | 965,000.00 | 2,412.50 | 9,650.00 | - |
| 9/1/2035 | 130,000.00 | 7,237.50 | 137,237.50 | 144,475.00 | 835,000.00 | 2,412.50 | 139,650.00 | 149,300.00 |
| 3/1/2036 | - | 6,262.50 | 6,262.50 | - | 835,000.00 | 2,087.50 | 8,350.00 | - |
| 9/1/2036 | 135,000.00 | 6,262.50 | 141,262.50 | 147,525.00 | 700,000.00 | 2,087.50 | 143,350.00 | 151,700.00 |
| 3/1/2037 | - | 5,250.00 | 5,250.00 | - | 700,000.00 | 1,750.00 | 7,000.00 | - |
| 9/1/2037 | 135,000.00 | 5,250.00 | 140,250.00 | 145,500.00 | 565,000.00 | 1,750.00 | 142,000.00 | 149,000.00 |
| 3/1/2038 | - | 4,237.50 | 4,237.50 | - | 565,000.00 | 1,412.50 | 5,650.00 | - |
| 9/1/2038 | 140,000.00 | 4,237.50 | 144,237.50 | 148,475.00 | 425,000.00 | 1,412.50 | 145,650.00 | 151,300.00 |
| 3/1/2039 | - | 3,187.50 | 3,187.50 | - | 425,000.00 | 1,062.50 | 4,250.00 | - |
| 9/1/2039 | 140,000.00 | 3,187.50 | 143,187.50 | 146,375.00 | 285,000.00 | 1,062.50 | 144,250.00 | 148,500.00 |
| 3/1/2040 | - | 2,137.50 | 2,137.50 | - | 285,000.00 | 712.50 | 2,850.00 | - |
| 9/1/2040 | 140,000.00 | 2,137.50 | 142,137.50 | 144,275.00 | 145,000.00 | 712.50 | 142,850.00 | 145,700.00 |
| 3/1/2041 | - | 1,087.50 | 1,087.50 | - | 145,000.00 | 362.50 | 1,450.00 | - |
| 9/1/2041 | 145,000.00 | 1,087.50 | 146,087.50 | 147,175.00 | - | 362.50 | 146,450.00 | 147,900.00 |
| Total | \$ 1,930,000.00 | \$ 275,060.00 | \$ 2,205,060.00 | \$ 2,205,060.00 | | \$ 91,686.00 | \$ 2,296,746.00 | \$ 2,296,746.00 |

\$1,930,000
CITY OF MANDAN, NORTH DAKOTA
WATER AND SEWER IMPROVEMENT DISTRICT NO. 65
(PROJECT NO. 2025-03 – 2025 RECONSTRUCTION)
IMPROVEMENT REVENUE BOND, SERIES 2025C (DWSRF)

FINANCING RESOLUTION

BE IT RESOLVED by the Board of City Commissioners (the “Commission”) of the City of Mandan, North Dakota (the “City”), as follows:

1. **AUTHORITY.** It is hereby found, determined, and declared that the City has heretofore duly created Water and Sewer Improvement District No. 65 (the “Improvement District”) and has ordered, received and approved an engineer’s report, plans and specifications, and estimates of the cost, for the construction of the Improvements to the water utility of the City consisting of, but not limited to, replacement of cast iron pipe water main, services, hydrants and gate valves and all other appurtenances, contrivances, and structures used or useful in the Improvement District (the “Project” or “Improvements”); that the Commission determined the necessity of constructing the Project; and, where applicable, by petition or after giving the owners of property liable to be specially assessed therefor the opportunity provided by law to protest against the construction of the Improvements, it was determined that protests sufficient to divest the City and the Commission with reference to the making of the Improvements had not been filed or a petition having been received; that contracts for construction of the Improvements have been awarded; that the City possesses and has the power to exercise through this Commission full and exclusive jurisdiction over all utilities, streets and places where the Improvements are located; that the total cost of the Improvements in excess of any other funds on hand and appropriated for the payment of such cost, including reimbursing other funds of the City for any amounts temporarily advanced to meet immediate expenses of the Improvements is estimated to be not less than \$1,930,000, which is expected to be financed by improvement warrants or bonds; that the total benefits to all lots, tracts and parcels of land liable to be specially assessed for benefits resulting from the Improvements in the Improvement District will be not less than the cost of the Improvements to be assessed against the properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to the issuance and sale of the improvement bonds to provide money to pay the cost of the Improvements have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

2. **AUTHORIZATION AND SALE OF THE BOND.** Pursuant to the authority of Section 40-24-19 of the North Dakota Century Code (“N.D.C.C.”) and in anticipation of the collection of special assessments, utility revenues and taxes, if any, and for the purpose of borrowing money to pay the cost of the Improvements, the City hereby authorizes and directs the issuance of its Improvement Bond, Series 2025C in the aggregate principal amount not to exceed One Million Nine Hundred Thirty Thousand Dollars (\$1,930,000) (the “Bond”). The principal of the Bond shall be advanced by the North Dakota Public Finance Authority (the “Authority”) in installments as provided in the Loan Agreement entered into between the Authority and the City of even date with the Bond (the “Loan Agreement”). Principal payments of the Bond shall be made on September 1 of each year, commencing September 1,

2026 (or in no event later than September 1 following the date of Project completion), in an amount determined by the Authority to be sufficient to amortize the outstanding principal over the remaining term of the Bond with a final maturity date of September 1, 2041, subject however to the final debt schedule to be attached to the Bond upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. The preliminary amortization schedule has been presented to the Commission at this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

The Bond shall be issued as a single bond in fully registered form, shall bear interest from the Date of Issue until paid at the rate of 1.50% per annum and shall mature on September 1, 2041, subject to redemption and prepayment as provided herein. The Bond shall be dated as of the first date on which the advances of principal exceed the lesser of \$50,000 or five percent (5%) of the maximum principal amount (the "Date of Issue").

Interest shall be payable on each March 1 and September 1 in each year commencing on the first such date following the first loan advance ("Interest Payment Date") and shall accrued on the amount of the Bond proceeds advanced by the Authority and outstanding from the date of such advance to the Interest Payment Date (calculated on the basis of a 360-day year consisting of twelve months of 30 days each). In addition, the City shall pay an Administrative Fee (as defined in the Loan Agreement) on each March 1 and September 1, commencing September 1, 2025, in an amount equal to one-half percent (0.50%) of the principal amount of the Bond outstanding.

The principal of and interest on the Bond shall be payable at the office of the Bank of North Dakota, Bismarck, North Dakota, and the City hereby agrees to pay the reasonable and customary charges of the paying agent for the receipt and disbursement of such principal and interest.

The City has received an offer to purchase the Bond from the Authority at a price of \$1,930,000 and upon the further terms and conditions hereinafter set forth and in the Loan Agreement. The City hereby accepts the offer of the Authority to purchase the Bond at a price equal to one hundred percent (100%) of the principal amount advanced, plus accrued interest. The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its President and City Administrator (the "Authorized Officers") with such modifications as may be approved by the Authorized Officers, such execution to be conclusive evidence of the approval of any modifications with respect to the Loan Agreement. The City shall provide audited financial statements as set out in Section 3.01(f) of the Loan Agreement.

3. FORM OF BOND. The Bond shall be printed in substantially the form on file with the City Administrator and shall contain a recital that it is issued pursuant to Section 40-24-19, N.D.C.C. The Bond shall be prepared for execution under the direction of the City Administrator and shall be executed on behalf of the City by the manual signatures of the President and City Administrator. When executed, the Bond shall be delivered by the City Administrator to the Authority upon payment of the initial advance.

4. REDEMPTION. The Bond is subject to redemption at the option of the City on any date with the written consent of the Authority, in whole or in part, at a price equal to the principal amount

thereof to be redeemed plus accrued interest to the redemption date. If redeemed in part, the Authority shall provide a revised principal payment schedule to amortize the Bond over the remaining term.

The principal of the Bond shall be subject to mandatory redemption on September 1 in the years and amounts set forth on the amortization schedule, subject to adjustment based on the actual principal amount advanced by the Authority.

Unless waived by the owner of the Bond, official notice of any such redemption shall be given by the City Administrator on behalf of the City by mailing a copy of any official redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of the Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

Official notice of redemption having been given as aforesaid, the Bond or portion of the Bond so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bond or portions of the Bond shall cease to bear interest. Installments of interest due on or prior to the redemption date shall be payable as provided herein for payment of interest.

5. WATER AND SEWER IMPROVEMENT DISTRICT NO. 65 FUND. There is hereby created a special fund of the City for the Improvement District, designated as Water and Sewer Improvement District No. 65 Fund (the "Fund"). The Fund shall be held and administered by the City Administrator separate and apart from all other funds of the City and shall be continued and maintained as herein directed until the Bond shall have been fully paid with interest. In the Fund there shall be maintained two (2) separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

There shall be credited to the Construction Account advances of the principal of the Bond. Costs and expenses of making the Improvements, including interest coming due during construction, costs of issuance and payment of any temporary bonds, shall be paid from time to time as incurred and allowed from the Construction Account and money in the Construction Account shall be used for no other purpose, provided, that if upon completion of the Improvements and approval thereof by the Engineer for the City, and payment of all claims and expenses in respect to the Improvements, there shall remain any unexpended balance in the Construction Account, such balance shall be transferred to the Principal and Interest Account and handled and accounted for in the same manner as other money in that account.

There shall be credited to the Principal and Interest Account in the Fund (i) the revenues from the City's utilities to the extent appropriated by the Commission, (ii) the entire amount of special assessments collected from the Improvement District, (iii) any taxes levied with respect to the Improvements to pay any deficiency, and (iv) any balance remaining in the Construction Account after completion of the Improvements. Money in the Principal and Interest Account shall be used only for payment of the principal of and interest on the Bond and the Administrative Fee as such payments become due. The money and investments in the Principal and Interest Account are irrevocably pledged and appropriated to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable for that purpose only.

6. **RESERVE ACCOUNT.** A separate reserve account will not be established within the Fund.

7. **LEVY OF SPECIAL ASSESSMENTS.** With respect to the Improvement District, the City covenants and agrees with the holders of the Bond drawn on the Fund of the Improvement District that it will perform, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the Improvement District benefitted by the Improvements, in an aggregate amount not less than the cost of the Improvements to be paid from the Bond. The City will cause the installments of special assessments as finally confirmed by the City to be annually certified to the Morton County Auditor for collection with the general taxes chargeable against the property in the Improvement District, except to the extent that payment is provided for by dedication of a portion of the revenues or service charges, if any, available to the City pursuant Section 40-22-16, N.D.C.C. and except an amount not exceeding one-fifth (1/5) of the cost of the Improvements and not exceeding any applicable constitutional or statutory debt limit, as the City may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. The City will continue to cause annual certification of balances of special assessments unpaid for the Improvement District to be certified for repayment over a period of years, pursuant and subject to Section 40-24-11, N.D.C.C. The City will forgive, rebate, or otherwise reduce special assessments to the amount necessary to match total Project costs, and any loan forgiveness. Special assessments will be first certified for collection as follows, and shall be certified and collected annually thereafter:

| <u>Improvement District</u> | <u>Repayment Period (Years)</u> | <u>Year Of First Levy</u> | <u>Year Of First Collection</u> |
|--|-------------------------------------|-------------------------------|-------------------------------------|
| Water and Sewer Improvement District No. 65 | 15 | 2026 | 2027 |

Installments of the special assessments from time to time remaining unpaid shall bear interest at an annual rate not exceeding one and one-half percentage points (1½%) above the average net annual interest rate on the Bond. Prior to November 1 of each year the City shall determine the amount of utility revenues, if any, or any other sources, to be appropriated to the Principal and Interest Account to pay the principal and interest on the Bond coming due in the following year. The City shall direct the Morton County Auditor to reduce, by a proportionate amount, the total amount of special assessments that would otherwise be placed on the tax lists of the City to the extent utility revenues or other sources are appropriated to pay the Bond. In the event that the assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by the Commission or by any City officers or employees, whether in the making of the assessment or in the performance of any condition precedent thereto, the City and this Commission covenant and agree that they will forthwith do all such further acts and take all further proceedings as may be required by law to make such assessment a valid and binding lien upon such lot or tract.

8. **GENERAL OBLIGATION OF THE CITY.** With respect to the Fund, the City hereby recognizes its obligation with respect to the Bond drawn against the Fund, as set forth in Section 40-26-08, N.D.C.C., that whenever all revenues, special assessments and taxes, if any, collected for

the Improvements are insufficient to pay principal of or interest then due on the Bond the Commission shall thereupon levy a tax upon all taxable property in the City for the payment of such deficiency; provided, that if the Bond has been exchanged for refunding improvement bonds pursuant to the provisions of Chapter 40-27, N.D.C.C., such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on the refunding improvement bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the City and this Commission under the provisions of the Section 40-26-08, as amended, to levy a general tax in anticipation of a deficiency considered likely to occur in the Fund within one year, and it is hereby declared to be the policy of the City that the Commission will annually review the current requirements and resources of the Fund, at the time of the preparation of and hearing on the municipal budget, in accordance with the provisions of Chapter 40-40, N.D.C.C., to the end that provision may be made in each annual budget for any deficiency in the Fund which is deemed likely to occur within one year. Such taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Fund and applied as provided in paragraph 5 hereof.

9. **REFUNDING BONDS.** With respect to the Fund, the City reserves the right and privilege of refunding any installments of principal of the Bond which are past due, or the redemption or exchange of which the holder thereof shall have consented, and for the payment of which money is not at the time available in the Fund, by issuing refunding bonds pursuant to the provisions of Section 40-27-06, N.D.C.C. Such refunding bond shall be payable from the Fund on a parity with the Bond theretofore issued which remain outstanding. With respect to the Fund, the City also reserves the right to issue additional improvement bonds for the payment of the cost of the Improvements in the Improvement District if the actual cost of the Improvements should be greater than has been estimated, such additional bonds to be payable from the Fund on a parity with the Bond.

10. **AUTHENTICATION, REGISTRATION AND TRANSFER.**

(a) Books for the registration and for the transfer of the Bond as provided in this Resolution shall be kept by the Bank of North Dakota, Bismarck, North Dakota which is hereby appointed the Bond Registrar of the City for the Bond (the "Bond Registrar"). A successor registrar may be appointed for the Bond by ordinance or resolution of the City. The Bond Registrar shall provide notice to the Authority or any successor bondholder of any change in the registrar no later than the Interest Payment Date following the change.

(b) The ownership of the Bond shall be entered and tracked in the records maintained by the Bond Registrar (the "Bond Register"), and the Bond Registrar may treat the person listed as owner in the Bond Register as the owner of the Bond for all purposes.

(c) If principal and interest payments are made by check, the Bond Registrar shall mail each payment on the respective payment date to the name and address of the bondholder, as that name and address appears in the Bond Register as of the fifteenth (15th) day of the month preceding a Bond Interest Payment Date (the "Record Date"). If principal and interest payments are made by wire transfer, the Bond Registrar shall wire each payment on or before the payment due date in accordance with the instructions from the bondholder.

(d) Upon surrender for transfer of the Bond at the principal office of the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bond for a like aggregate principal amount.

(e) The Bond Registrar shall not be required to transfer or exchange the Bond (i) during the period commencing on the fifteenth (15th) day of the month next preceding any Interest Payment Date and ending on such Interest Payment Date, (ii) fifteen (15) days before the day for the selection of any portion of the Bond to be redeemed or, (iii) with respect to any portion of the Bond being called for redemption.

(f) Each Bond delivered under this Resolution upon transfer or exchange for, or in lieu of, any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall be so dated that neither gain nor loss in interest shall result from such transfer, exchange, or substitution. Each Bond shall be dated by the Bond Registrar as of the last Interest Payment Date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an Interest Payment Date to which interest has been paid or made available for payment, in which case such Bond shall be dated as of the date of authentication, or (ii) the date of authentication of a Bond is prior to the first Interest Payment Date, in which such Bond shall be dated as of the Date of Issue.

(g) The Bond is issuable as a single fully registered Bond payable through annual installments of principal on September 1 in the years and in the amounts determined by the Authority. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded by the Bond Registrar and the City as the absolute owner thereof for all purposes. Payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative and neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sums paid.

(h) The Bond Registrar shall require the payment by any Bondholder requesting exchange or transfer of a sum sufficient to cover any tax or other governmental charge that may be imposed on the City or the Bond Registrar with respect to such exchange or transfer and a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or transfer.

(i) If any Bond is mutilated, lost, stolen, or destroyed, the City shall execute and the Bond Registrar shall authenticate a new Bond of the same interest rate, maturity date, and principal amount, as that mutilated, lost, stolen, or destroyed; provided that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the City and the Bond Registrar evidence of such loss, theft, or destruction satisfactory to the City and the Bond Registrar, together with an indemnity satisfactory to them. In the event any such Bond shall

have matured or been called for redemption, instead of issuing a duplicate Bond, the City may pay the same. The Bond Registrar may charge the owner of such Bond with their reasonable fees and expenses including reasonable attorneys' fees and expenses in connection with replacing any Bond mutilated, lost, stolen, or destroyed.

11. FURNISHING DOCUMENTS. The Authorized Officers and the Morton County Auditor are authorized and directed to prepare and furnish to the purchaser of the Bond and to the attorneys approving the same, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the establishment and construction of the Improvements and the operation and maintenance thereof, and the levy of special assessments and taxes therefor or the issuance of the Bond, which may be necessary or proper to show the validity of marketability of the Bond, and all instruments and transcripts so furnished, constitute representations of the City as to the correctness of the facts as stated or recited therein. The City agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Bond, the absence of litigation materially affecting the issuance of the Bond and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting. Delivery of the Bond is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate.

12. TAX COVENANTS. The City covenants and agrees with the holders from time to time of the Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bond to become subject to taxation under the Internal Revenue Code of 1986, as amended, and regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action (together, the "Code"). The City will not directly or indirectly use or permit the use of any proceeds of the Bond or any other funds of the City or take or omit to take any action that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

Unless and until the regulations under Section 148 of the Code have been modified or amended in pertinent part, the City Administrator shall ascertain monthly the amount on deposit in the Principal and Interest Account. If the aggregate amount on deposit in the Principal and Interest Account ever exceeds by more than \$100,000 the aggregate amount of principal and interest due and payable from the Principal and Interest Account within thirteen (13) months thereafter, such excess shall not be invested except at a yield less than or equal to the yield on the Bond, based upon the issue price, maturities, and interest rate on its Date of Issue, computed by the actuarial method.

The City shall assure that not in excess of ten percent (10%) of the Net Proceeds of the Bond is used for Private Business if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the principal and interest due on the Bond during the term thereof is, under term of the Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a private business use or by payments in respect of property used or to be used for a private business or is to be derived from payments, whether or not to the City, in respect of property or borrowed money used or to be used for a private business use; *provided, however*, that such restriction shall be reduced to five percent (5%) where use by a nongovernmental person is unrelated or disproportionate as defined under the Code and applicable Treasury Regulations.

The City shall assure that not in excess of five percent (5%) of the Net Proceeds of the Bond are used, directly or indirectly, to make or finance a loan (other than loans constituting nonpurpose investments or assessments) to persons other than state or local government units.

The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bond to be “federally guaranteed” within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

13. [RESERVED].

14. [RESERVED].

15. LOAN FORGIVENESS. During the pendency of the Loan, the City may be offered a certain amount of loan forgiveness by the North Dakota Department of Environmental Quality (the “Department”) and the Authority to reduce the principal amount loaned to the City. The City acknowledges that any such loan forgiveness would be made available by the Department and the Authority in connection with receiving and administering federal capitalization grants under the State Revolving Fund Program. The City agrees to accept any such loan forgiveness offered to it in connection with this Loan without any further action.

16. BUY AMERICAN REQUIREMENT. The City will comply with all federal requirements applicable to the Loan Agreement (including those imposed by the 2014 Appropriations Act, Public Law No. 113-76 and related SRF regulations and policy guidelines) which the City understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the City has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or Authority has otherwise advised the City in writing that the American Iron and Steel Requirement is not applicable to the Project.

17. DAVIS BACON AND RELATED ACTS. The City shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141, et seq).

18. LOBBYING AND LITIGATION. The City shall comply with Title 30 CFR Part 34, New Restrictions on Lobbying pursuant to Section 2 of the Certificate Relating to Lobbying and Litigation executed by the officers of the City.

19. RECORD AND REPORTING REQUIREMENTS. The City will comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department, or the Authority such as performance indicators of program deliverables, information on costs and project progress. The City understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the American Iron and Steel Requirement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bond and/or other remedial actions.

20. **AMENDMENT OF RESOLUTION.** This Resolution may not be amended without the consent of the Bondholders.

21. **CERTIFICATES.** The Authorized Officers, in consultation with the counsel, are hereby authorized to deliver certificates which cure ambiguities, defects or omissions herein, correct, amend, or supplement any provision herein, all in furtherance of the financing contemplated herein. Such authorization shall include adjustment of the amortization schedule and issuance of a revised bond in the event assessments are not certified for collection as provided for herein, or the preliminary amortization schedule is adjusted with the consent of the Authority.

22. **ELECTRONIC SIGNATURES.** The Commission authorizes the President and the City Administrator to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the President and the City Administrator shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

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Dated: June 3, 2025.

CITY OF MANDAN, NORTH DAKOTA

Attest:

President, Board of City Commissioners

City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Mandan, North Dakota, on June 3, 2025, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____



City Commission

Agenda Documentation

MEETING DATE: June 3, 2025
PREPARATION DATE: May 27, 2025
SUBMITTING DEPARTMENT: Forestry
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
Jason Herman, Grounds Maintenance
SUBJECT: Introduction and First Consideration of Ordinance Nos. 1466 and 1467

STATEMENT/PURPOSE:

Consider Introduction and First Consideration of Ordinance Nos. 1466 and 1467, which relate to the management of trees and shrubs.

BACKGROUND/ALTERNATIVES:

The forestry department has suggested revisions to provisions of the Municipal Code related to the management of trees and shrubs. Article 4 of Section 16 of the Mandan Code of Ordinances addresses Dutch Elm Disease, Emerald Ash Borer, and other invasive species. Ordinance 1467 makes the following revisions to that article: 1) Clarifies that references to the city arborist also include designated staff as appropriate; 2) Clarifies that public property includes boulevards and rights-of-way; 3) Clarifies the process for removal of affected trees on both public and private property, including required notices; and 4) Clarifies that notices can take the form of a certified letter or notice posted at the property or on the tree.

Article 4 of Chapter 115 of the Mandan Code of Ordinance addresses trees and shrubs which overhang sidewalks, streets, or other public places in the city. Ordinance 1466 makes the following revisions to that article: 1) Clarifies that references to the city arborist or forester also include designated staff as appropriate; 2) Clarifies the process for trimming or removal of trees on both public and private property, including required notices; 3) Clarifies that notices can take the form of a certified letter or notice posted at the property or on the tree, shrub, or hedge; and 4) Clarifies that either the abutting property owner (if the tree or shrub is located in the boulevard or public right-of-way) or the property owner will be assessed for the cost of trimming or removal if necessary.

These revisions clarify the procedures which have long been followed by the forestry

department. It is also worth noting that in the case of any trees or shrubs that are causing or are likely to cause a public hazard, the city may have the hazards immediately abated without giving notice.

ATTACHMENTS:

1. Ordinance 1467 - Nuisances and Invasive Species
2. Ordinance 1466 - Removal of Trees and Shrubs

FISCAL IMPACT:

Minimal.

STAFF IMPACT:

Staff will update the notices to property owners or occupants as necessary to reflect the revised Code provisions.

LEGAL REVIEW:

Attorney Oster has drafted and reviewed the attached ordinances.

RECOMMENDATION:

To approve the introduction and first consideration of Ordinance Nos. 1466 and 1467 as presented.

SUGGESTED MOTION:

I move to approve the introduction and first consideration of Ordinance Nos. 1466 and 1467 as presented.

ORDINANCE NO. 1467

An Ordinance to Amend and Re-enact
Sections 16-4-3, 16-4-5, 16-4-6, and 16-4-7 of the Mandan Code of Ordinances, Relating to
Nuisances and Invasive Species

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

Sec. 16-4-3. – Right of entry.

The city arborist and ~~his agents or employees~~designated staff shall have authority, with a warrant or the consent of the owner, to enter upon private premises at reasonable times for the purpose of carrying out any of the provisions of this article.

Sec. 16-4-5. – Abatement of nuisances on public property.

Whenever the city arborist ~~shall or~~ designated staff, after inspection or examination, determines that a public nuisance exists on public property ~~in the city~~, including but not limited to boulevards and rights-of-way, ~~he~~ city staff shall immediately abate or cause the abatement of such nuisance. This includes tagging any affected trees and removing the trees as appropriate.

Sec. 16-4-6. – Nuisance on private property; notice to owner.

When the city arborist shall determine with reasonable certainty that a public nuisance exists upon private premises ~~or upon the strip between the lot line and the curb~~, ~~he~~ the arborist or designated staff shall immediately serve or cause to be served personally or by certified mail upon the owner or occupant of such property ~~or the abutting property, if the property owner can be found, and upon the occupant thereof~~, a written notice of the existence of ~~such the~~ nuisance. Such notice may be posted at the property or on the tree by city staff. Such ~~nuisance notice~~ shall describe the nuisance and recommended procedures for its abatement, and shall further state that unless the owner shall abate the nuisance in the manner specified in the notice, or shall request a hearing within fourteen days of receipt of the notice to show that such nuisance does not exist, or does not endanger the health of the trees in the city, the city ~~arborist~~ shall cause the abatement thereof at the expense of the property served or abutting property. If the owner cannot be found, such notice shall be given by publication in the official newspaper of the city. In any case, where a tree is causing or is likely to cause a public hazard, the city may cause the hazard to be immediately abated without having to give notice in accordance with this section.

Sec. 16-4-7. – Abatement of nuisances on private property.

If, after a hearing held pursuant to section 16-4-6, it is determined by the city ~~arborist~~ that a

public nuisance exists, or if no hearing is requested, the city ~~arborist~~ shall forthwith order the immediate abatement thereof. Unless the property owner abates the nuisance as directed within 24 hours after such hearing, the city arborist or designated staff shall proceed to abate the nuisance and cause the cost thereof to be assessed against the property in accordance with the procedures provided in this article. The city arborist or designated staff may extend the time allowed the property owner for abatement work but not to exceed ten additional days.

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

Attest:

James Neubauer, City Administrator

First Consideration: June 3, 2025

Second Consideration and Final Passage: June 17, 2025

ORDINANCE NO. 1466

An Ordinance to Amend and Re-enact
Section 115-4-7 of the Mandan Code of Ordinances, Relating to Removal of Trees and Shrubs

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

Sec. 115-4-7. – Cause for removal of trees and shrubs; notice; action by city.

- (a) Any tree or shrub located in the boulevard, ~~city-public~~ right of way, or private property which overhangs any sidewalk, street, ~~or~~ other public place in the city in such a way as to impede or interfere with traffic or travel, or within ~~14~~ fourteen feet of a street or ten feet of a sidewalk level, measured vertically, shall be trimmed by the owner of the premises abutting or of the premises on which such tree or shrub grows so that the obstruction shall cease. Any tree or shrub that is obstructing a street light, traffic signal, stop sign, or similar apparatus, or obscuring line of sight for traffic, ~~must~~ be trimmed or removed by the abutting property owner. Any tree or limb of a tree which has become likely to fall on or across any public way or place shall be removed by the owner of the premises abutting or of the premises on which such tree grows or stands. Any tree needing to be removed or trimmed with a trunk standing on the property line of two or more private properties is the fiscal responsibility of all properties on which the tree stands, to be shared equally among the property owners. Trunk location will be determined from the location the trunk converts from below ground level to above ground level. In any case, where a tree or shrub is causing or is likely to cause a public hazard, the city ~~forestry department~~ may cause the hazard to be immediately abated without having to give notice in accordance with section 115-4-7(c).
- (b) If any part or the whole of any tree ~~in the boulevard or public right of way or~~ on private premises is found after proper investigation to be dangerous or unsafe to life or property, or otherwise ~~to~~ constitute a public nuisance, the city forester/arborist ~~or designated staff~~ shall declare the tree or portion thereof a nuisance and cause the nuisance to be abated. If the ~~property~~ owner of ~~the premises abutting or of the premises on~~ which ~~the~~ tree stands neglects to abate the hazard, the ~~property~~ owner will be responsible to any damage done to any life or property, private and public.
- (c) Whenever any knowledge or notice is ~~given by the police or any employee of the city to the city forester~~ provided to the city that any tree or shrub or hedge is kept or maintained in violation of the provisions of this section, the city forester ~~or designated staff~~ shall cause written notice ~~in the form of certified mail~~ to be given to the owner or occupant of the ~~premises abutting or of the premises~~ ~~property~~ upon which said tree, shrub, or hedge is ~~so~~ located. The notice shall take the form of certified mail or personal service, including but

not limited to notice posted at the property or on the tree, shrub, or hedge by city staff. Alternatively, city staff may, or cause a notice to be published in the official newspaper containing the addresses or properties deemed to be in violation of this provision to cut and trim the same in accordance with the provisions of this section.

- (d) If, after written notice or the publication of the notice provided for by this section, the owner or occupant fails or neglects to cut or trim said tree, shrub^{bery}, or hedge within 20 fourteen days ~~after the written notice or publication of such notice~~, the same shall be trimmed in conformity with the provisions of this section by the city forester/arborist or designated staffer under his/her direction, the cost thereof ~~The cost of such cutting or trimming shall to~~ be assessed against the abutting property or the property upon which said tree, shrub, or hedge is located.

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

Attest:

James Neubauer, City Administrator

First Consideration: June 3, 2025

Second Consideration and Final Passage: June 17, 2025