



Regular City Council Meeting

Monday, June 3, 2024, at 5:30 PM

City Council Chambers, City Hall (10 3rd Ave SW)

Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
4. REPORTS
 - 4.1. CITY MANAGER'S REPORT
 - 4.2. CITY ATTORNEY'S REPORT
5. CONSENT ITEMS
 - 5.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the May 20, 2024 Regular City Council meeting.

- 5.2. ORDINANCES

RECOMMENDED ACTION

It is recommended City Council approve the following ordinances on second reading:

- 1. Ordinance No 5971 - 2024 BA - 2024 Storm Sewer Rehab**
- 2. Ordinance No 5972 - Zoning Map Amendment - 301 Hillcrest Drive**

- 5.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

It is recommended the City Council ratify the following administratively approved requests:

1. Minot Pink Ladies to conduct a raffle on September 28, 2024 at The Spot (6 2nd St NE).
2. MCDC Booster Club to conduct a raffle on June 1, 2024 at MSU - Ann Nicole Nelson Hall (500 University Ave W).
3. Matthew 25 Project to conduct a raffle on June 29, 2024 at Corbett Field (1124 E Burdick Expwy).
4. Independence Inc to conduct a raffle on May 29, 2024 at Corbett Field (1124 E Burdick Expwy).
5. Children's Music Academy to conduct a raffle on June 2, 2024 at Corbett Field (1124 E Burdick Expwy).
6. Alzheimer's Association - Walk to End Alzheimer's to conduct a raffle on June 3, 2024 at Corbett Field (1124 E Burdick Expwy).
7. Northern Infidels Motorcycle Club to conduct a raffle on June 1, 2024 at the Northern Infidels Motorcycle Club Clubhouse (305 4th Ave NW).
8. The Difference A Holistic Approach to conduct a raffle on November 2, 2024 at The Difference a Holistic Approach office (308 2nd Ave SW Ste B1).
9. Minot Commission on Aging to conduct bingo and raffles the 2nd and 4th Thursday of every month July 1, 2024-June 30, 2024 at Minot Commission on Aging (21 1st Ave SE).
10. Project Bee to conduct a raffle on May 26, 2024 at Corbett Field (1124 E Burdick Expwy).
11. Souris Valley United Way to conduct a raffle on May 11, 2024 at North Hill Bowl (1901 N Broadway).
12. Four Special Event Permits for Sports on Tap (220 S Broadway).
13. Two Special Event Permits for The Spot (6 2nd St NE).
14. Two Special Event Permits for The Blue Rider (118 1st Ave SE).

5.4. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION

It is recommended City Council approve the payroll for the period of April 21, 2024 through May 18, 2024 in the amount of \$2,729,103.98 and the bills and transfers for May in the amount of \$4,696,369.33.

5.5. ALCOHOLIC BEVERAGE LICENSE - HAWTHORN SUITES

RECOMMENDED ACTION

It is recommended City Council approve the Retail Beer and Wine license for the Hawthorn Suites at 800 37th Ave SW for the period of June 3, 2024 through December 31, 2024.

5.6. GAMING SITE AUTHORIZATION RENEWALS

RECOMMENDED ACTION

It is recommended City Council approve the following gaming site authorizations for the following organizations to conduct games of chance during the license year of July 1, 2024 through June 30, 2025 at the following locations:

Minot Fireworks Association

- **The Spot (6 2nd St NE)**

Companions for Children

- **Mi Mexico (3816 S Broadway)**
- **Putt District (17 Main St S, Suite A)**
- **Blue Rider (118 1st Ave SE)**
- **Buffalo Wings and Rings (910 24th Ave SW)**
- **Buffalo Wild Wings (3820 S Broadway)**

Magic City Lions

- **1685 (1912 Valley Bluffs Dr)**
- **Rockin Horse Saloon & Sports Bar (2625 Burdick Expy E)**
- **Ebenezer's (300 E Central Ave)**
- **Spicy Pie (1100 N Broadway)**
- **Clarion Hotel (2200 E Burdick Expy)**

5.7. ACCEPT GRANT FOR EARLY WARNING SIRENS AND APPROVE BUDGET AMENDMENT

RECOMMENDED ACTION

- 1. It is recommended City Council accept FEMA Hazard Mitigation Grant and authorize the Mayor to sign any necessary documentation;**
- 2. Approve the sole source procurement and the purchase of the 2 new sirens to be added to the City's early warning system;**
- 3. Approve the budget amendment to move funds from Capital Equipment cash reserves to Property Maintenance Capital Equipment to make the purchase; and**
- 4. Authorize staff to negotiate a contract with Jamestown Communication and for the Mayor to sign final contract.**

5.8. NAWS BIOTA WATER TREATMENT PLANT - DWR/CITY MOA

RECOMMENDED ACTION

1. It is recommended City Council approve the Memorandum of Agreement between the ND Department of Water Resources and the City of Minot establishing roles and responsibilities regarding operations, maintenance and replacement of the NAWS Biota Water Treatment Plant; and
2. Authorize the Mayor to sign the MOA.

5.9. TYLER PAYMENTS CREDIT CARD PROCESSING CONTRACT

RECOMMENDED ACTION

1. It is recommended City Council approve the contract with Tyler Technologies for over-the-counter payments in Tyler payments; and
2. Authorize the Finance Director to sign the agreement with Tyler Technologies.

5.10. AN ORDINANCE TO HOLD THE MEETING FOR ORGANIZATION OF THE CITY COUNCIL IN CONJUNCTION WITH THE FIRST MEETING IN JULY OF EACH EVEN-NUMBERED YEAR

RECOMMENDED ACTION

It is recommended City Council adopt the proposed ordinance on first reading.

5.11. FY2022 LOCAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

RECOMMENDED ACTION

1. It is recommended City Council accept the FY 2022 Local Edward Byrne Memorial Justice Assistance Grant (JAG);
2. Authorize the Mayor to sign the Memorandum of Understanding; and
3. Pass an ordinance to amend the 2024 annual budget to increase the Police Department operation supplies, department equipment and capital revenues and expenditures for the FY2022 Edward

Byrne JAG Grant.

5.12. CENTRAL DAKOTA MPO UPWP CONTRACT APPROVAL

RECOMMENDED ACTION

- 1. It is recommended City Council approve the UPWP Contract with NDDOT;**
- 2. Authorize the Mayor to sign the contract; and**
- 3. Approve the budget amendment on first reading.**

6. ACTION ITEMS

6.1. APRIL 15TH AND MAY 6TH EXECUTIVE SESSION RECORDINGS

RECOMMENDED ACTION

It is recommended City Council move to either release or not release the April 15 and May 6 executive session recordings related to the Nok Back Tavern.

7. PERSONAL APPEARANCES

8. MISCELLANEOUS AND DISCUSSION ITEMS

8.1. COMMUNITY CONTRIBUTION PRESENTATIONS

1. Minot Commission on Aging
2. First District Health
3. MACEDC
4. Minot Area Council of the Arts
5. Souris Basin Planning Commission

9. ADJOURNMENT



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: June 3, 2024

City Manager:

Staff plans to keep the June Council meeting agendas as light as possible given the upcoming election and potential change in Council members and reorganization of the Council at the first meeting in July. Council action will be limited to administrative actions and time-sensitive matters.

The primary focus of staff and the city manager's office will be the preparation of the City Manager Recommended FY 2025 Budget.

Meetings attended included: Ward County Opioid Task Force meeting; quarterly communication meeting with Community Foundation Executive Director; Dakota College Minot Programs Advisory Board meeting; Community Development CDBG Block Grant meeting; monthly Central Dakota MPO Policy Board meeting; Water Topics Committee preparation meeting; and various staff and project meetings.

Engineering
City Engineer, Lance Meyer

Department Updates

- In May, the Department issued 29 right of way permits and attended 7 DRT meetings.
- Cityworks software configuration continues. Online permitting for live for Inspections, ROW, and several Clerk/PD permits.
- In May, the Traffic Division completed 23 work orders; including 9 signal head outages and 6 sign knockdowns. The traffic division has also started the 2024 region sign replacement, which includes several yield-to-stop conversions.
- Staff have been devoting considerable time to 2025 budget development and the council budget tour.

Staffing

- We continue to recruit for an engineer to fill the project engineer position.

2023 Project Updates

- Most 2023 projects have been completed and final payments issued.
- 2023 Signal Improvement (S Broadway and Burdick Expwy W) is significantly completed in May.
- 2023 Signal Cabinet Improvement project will start in June and will be completed in July 2024. Both of the 2023 signal projects experienced significant material procurement delays.
- 2023 Sidewalk, Curb & Gutter is substantially complete but has punch list items that cannot be completed until spring.

2024 Project Design

- The 2024 Street Seal, Microsurfacing, Patching, Sidewalk Curb & Gutter, and Concrete Rehab projects are in active construction. Street Improvement and Pavement Marking projects anticipate to begin in June. 2024 Signal Improvement is anticipated to begin in July or August.

- Storm Sewer District 124 design is complete. A public information meeting regarding the district will take place in summer 2024.
- The Puppy Dog Storm Sewer project is in final design and has begun right of way acquisition. Staff is aiming an early summer bid.
- The 16th Street Reconstruction project is moving to final design for 2025 construction.
- The CP Rail Quiet Zone project has finished design for the city portion of the project, and staff is working with the railroad to finish their portion of the signal design. We will discuss with the railroad if it is better to construct the city improvements this year or wait until 2025 when their crossings signals arrive.
- The 16th Street Interchange Improvement project's preliminary design is now complete and will move into final design. A bridge deck overlay and approach slab replacement is needed. Pavement improvements and signal replacements will also occur. A design task order will come to council soon.

**Police Department
Chief John Klug**

No submission.

**Fire Department
Fire Chief, Kelli Kronschnabel**



Fires reported in the month..... 12

- Structure Fires: 6
- Natural Vegetation Fires: 1
- Outside Rubbish Fires: 5

2024 Monthly Fire Counts

Year to date Total: 35

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
4	5	6	8	12							

YTD Dollar loss attributed to fire..... \$222,500

Total incidents reported for the month: 345

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
12	0	266	11	10	24	22	0	0

Injuries and Fatalities Caused by Fire	Month	Year to date
Civilian Fire Casualties	0	0
Civilian Fire Injuries	0	0
Fire Service Injuries	0	0

Update from Chief's Kronschnabel's office:

The Fire Department had another busy month, with 12 fire incidents and 345 incidents (as of May 29th), 42 less than in April.

At the beginning of May, I had the privilege of presenting the department's 2025 Budget, a crucial aspect of our operations, during the Budget Tours presented to current Council and Council candidates.

At the beginning of the month, a training representative from Rosenbauer came and conducted ARFF familiarization training with our crews.

We donated a Fire Engine ride-to-school certificate for a Companions for Children Fundraiser. Last week, one of their mentees got a ride to his last day of school in Engine 2.

Our crews are ending the month with Ladder training at Dakota Hall on MSU's campus. They have been gracious enough to let us utilize the building to cover a wide range of training modalities until they start demolition on the building.

In June, be continuing with a heavy dose of training. ARFF training will be the main focus in the first half of June, with Live Fire Training at the Airport June 11 - 14. We will also be testing/interviewing applicants for a firefighter vacancy in June.

Lastly, with Summer (un)officially here, we can make our EMS bike patrol debut and continue to be present at various community events throughout the summer.

Jennifer Eckman
Airport Director

Statistics – (Additional statistics can be found here: (<https://www.motairport.com/260/Statistics>))

- April 2024 there continued to be an increase in enplanements, concessions, car rentals and parking revenue over 2023 number. The numbers dropped slightly month-over-month but this is a typical seasonal travel issue.

Staffing and Training

- Staffing –
 - The Airport Facility Team has one employee on short-term disability mid-month. He is anticipated to return to work in May potentially with some work limitations.
 - Joe Hernandez submitted his notice in April to retired after eight years of service to the City of Minot. His last day and farewell party were scheduled for May 8, 2024.
 - The Airport is working with HR to fill the positions through the recruitment and hiring processes.
 - Police Department Promotional Panels – The Airport Director participated in the interview panels for the PD promotional candidates.
- Training and City P.R.I.D.E. –
 - Budget Entry Training – The Finance Department provided training to the departments.
 - Task Force 21:ND Nuclear Triad Symposium– The Airport Director attended the Symposium and learned more about the Sentinel project, security, foreign adversaries, and the community's role in supporting the Minot AFB.
 - Annual AAAE Conference & Exposition – Airport Director and Airport Operations and Maintenance Manager attended the annual conference.
 - PRIDE Employee Recognition Committee – Airport Operations and Maintenance Manager continues to serve on this committee as the chair.
 - CPR/AED Training– The Airport hosted a training with the Fire Department airport employees and terminal tenants attended.
 - Civil Rights Training Summit – Airport Business and Development Manager participated in this virtual training.
 - City Safety Committee – The Airport Safety and Security Specialist represents the Airport on this committee.
 - AAAE Accreditations and Certifications –The Airport Operations and Maintenance Manager sat for the written section of the accreditation while at the Annual AAAE Conference & Exposition. The Airport Business and Development Manager took the AAAE Airport Certified Employee – Finance exam.
 - Lunch and Learn – The airport director assisted in hosting the city-wide lunch and learn event at the city hall. The topic was “Science of Sleep Optimization for Overall Health Improvement.”
 - Wellness Walk – The airport director participated the wellness walk with other city employees. The walk started at City Hall, through downtown, to Roosevelt Park and returned to city hall. Discussion about downtown projects and the flood mitigation project was held during the walk.

Equipment and Facilities

- Equipment –
 - *Snow Removal Equipment (SRE)* –

- Front-end Loader – The loader’s snowblower attachment has still not been delivered. Vendor cited paperwork review by FAA.
- Kubota tractor taken back to third party on April 2, 2024. Has not been operational for more than a month in the last year and needs to be replaced.
- *Airside Equipment* –
 - *Electrical Vault*– The equipment in the vault continues to be an issue. The FAA and the NDAC agreed to allow the vault to be part of the 2024 AIP Entitlement project and bid documents were prepared.
 - Airside Electrical Generator – The radiator continues to have a slow leak. We are looking to see if we can possibly send it out for service this summer.
 - Fuel farm – The temporary fix of the fuel pump seems to be holding up fairly well. Installation of the new dual pump system is on track for mid-April (waiting of ground thaw.)
 - Jet bridges – The jet bridges continue to show wear and tear a couple of drive motors were replaced to keep them operational. The airport team continues to coordinate the repairs with airlines.
- Facilities –
 - *Commercial Terminal* –
 - *Fire Alarm* – The fire alarm panel’s annunciator continues to not work properly. The airport did not receive the federal ATP funds this year. The Airport team is working on putting a RFP for the anticipated \$130,000 repair/replacement.
 - Overhead gate at restaurant continues to be a problem. The airport is getting quotes and will be adding this project to its 2025 budget although it may need to be replaced prior to 2025.
 - *Furniture* – Seating within the terminal is showing significant wear and tear. Remaining matching material has been ordered. Facilities team is looking for local upholstery options.
 - *General Aviation Terminal* – HVAC System – Working with consultant to formulate plan to rehabilitate the aged system and allow for zone controls.

Community Engagement

- Tours and Inspections –
 - FAA Airport District Office (ADO) – The FAA ADO's Program Managers did an airfield and ARFF station tour on April 4, 2024, to understand the upcoming projects for the airport.
 - FAA Certification Inspection -- The FAA Part 139 Certification inspection was held the week of April 15, 2024. There were a few discrepancies noted. The airport staff is working on mitigating the discrepancies and providing the response to the FAA.
 - Terminal Tour -- The artist, Guido van Helten, who will be painting the Union Silo's toured the airport for inspiration on April 24, 2024.
- Social Media –The top post for the month contained a photo of the new aircraft rescue and firefighting truck being inspected prior to it being delivered.
- Airport Community Meeting – The monthly meeting with the tenants was held the first week of the month.
- Local Emergency Planning Committee (LEPC) – Airport staff participates in LEPC activities.
- Airport Association of North Dakota (AAND) – Airport Operations and Maintenance Manager is on the board.
- Service Organizations –
 - Rotary - The Airport Operations and Maintenance Manager participates in Rotary.
 - Minot Area Community Land Trust Board Meeting – Airport Operations and Maintenance Manager serves on the board and attended the meeting.

- Minot Area Chamber EDC Committees – Airport Director participates in the Infrastructure, Energy, and Military Affairs committees and serves as an honorary commander of the 5th Logistical Readiness Squadron.
- American Association of Airport Executives – Airport staff participates in a variety of subcommittees and working groups within this organization and its Great Lakes Chapter.
- Executive Women in Aviation – The Airport Director and Airport Operations and Maintenance Manager attended a breakfast meeting with the membership while at the Annual AAAE Conference.

Public Information

Communication and Engagement Manager Jennifer Kleen

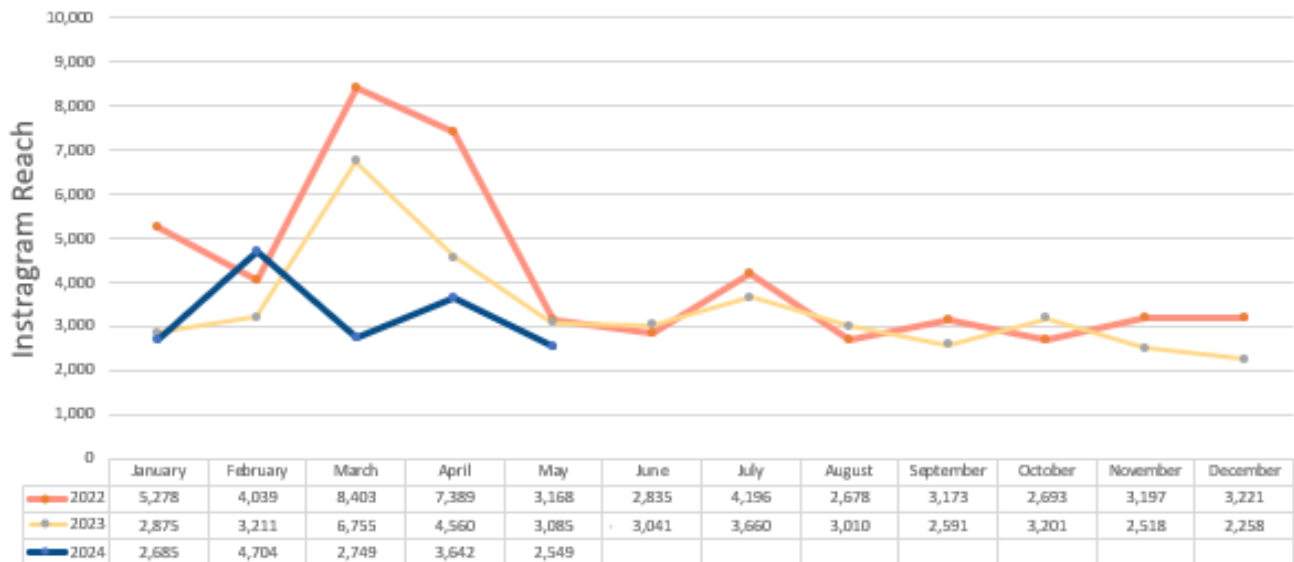
Highlights and Takeaways

- Communication and Engagement Manager Jennifer Kleen spent a day with the crews participating in the Spring Clean Up Week, documenting her journey and the tremendous amount of work those crews are faced with during Clean Up Weeks. You can watch highlights of her day in a video on our social media platforms.
- All three PIO employees provided assistance for Public Works week and the Public Works open house. Jennifer and Communication Specialist Bryan Obenchain created videos highlighting the kids who won a ride in a street sweeper and a sanitation truck, and those posts are always well-received on social media. Thanks to Ben Cofell and Josh Kraft for their help in lining up those rides for the kids.
- Jennifer and T Kvigne have worked with Transit Supt. Brian Horinka and others to create a new logo for the department. The logo will be used as part of the new transit center currently under construction on the Renaissance parking structure just west of City Hall.
- Construction season is here, which means we've been working with Public Works, Engineering, Traffic, Street, Water/Sewer and other departments on providing updates for the public on projects that affect traffic, etc. 2024. It's going to be a busy construction summer, and there is a wide variety of projects happening, so we'll continue to get updates from everyone as the weeks go by. Bryan attends the weekly Public Works superintendents meeting, which provides a wealth of background information about upcoming projects, etc.
- All three PIO employees continue to monitor public input on the City's social media channels, and answer as many questions and concerns as possible. We appreciate the help from employees in all departments who provide us with facts and information so that we can relay that to

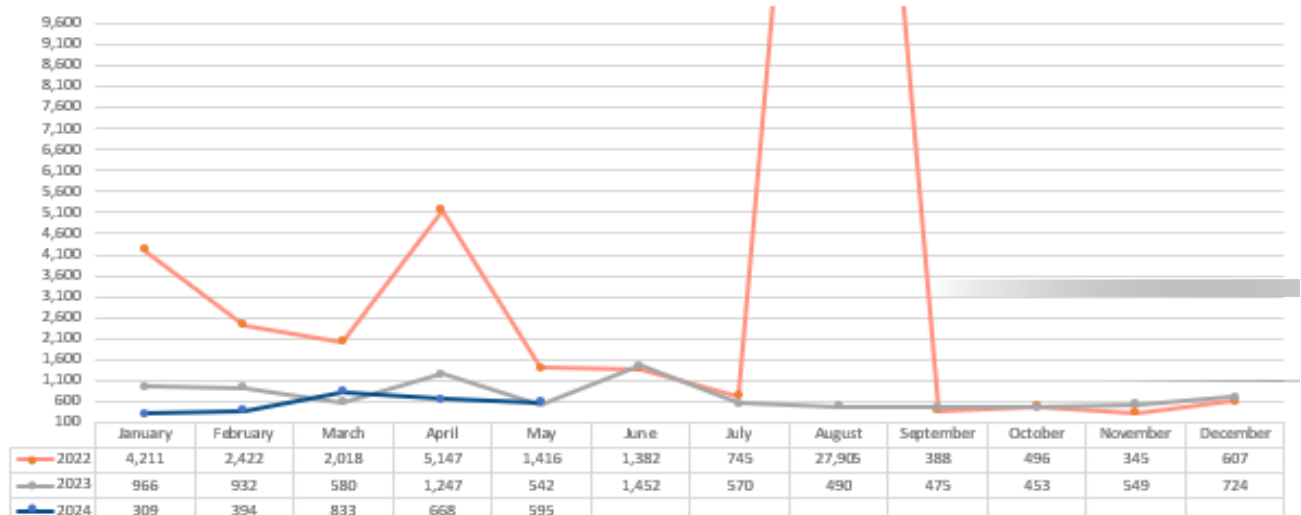
Facebook Reach Month by Month



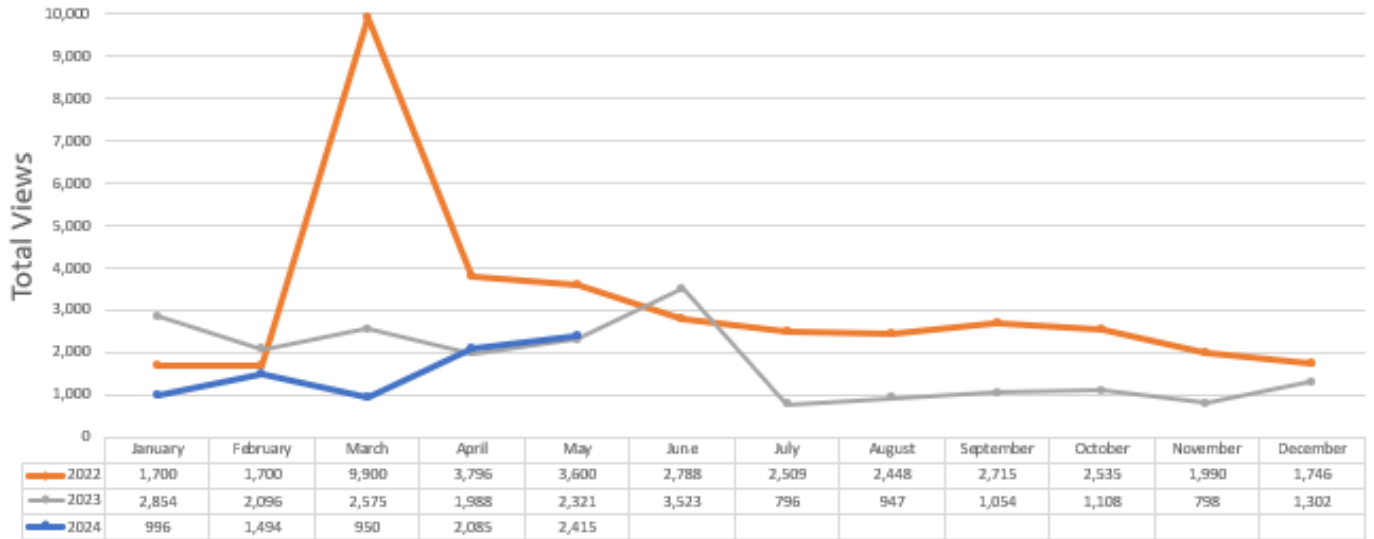
Instagram Reach Month by Month



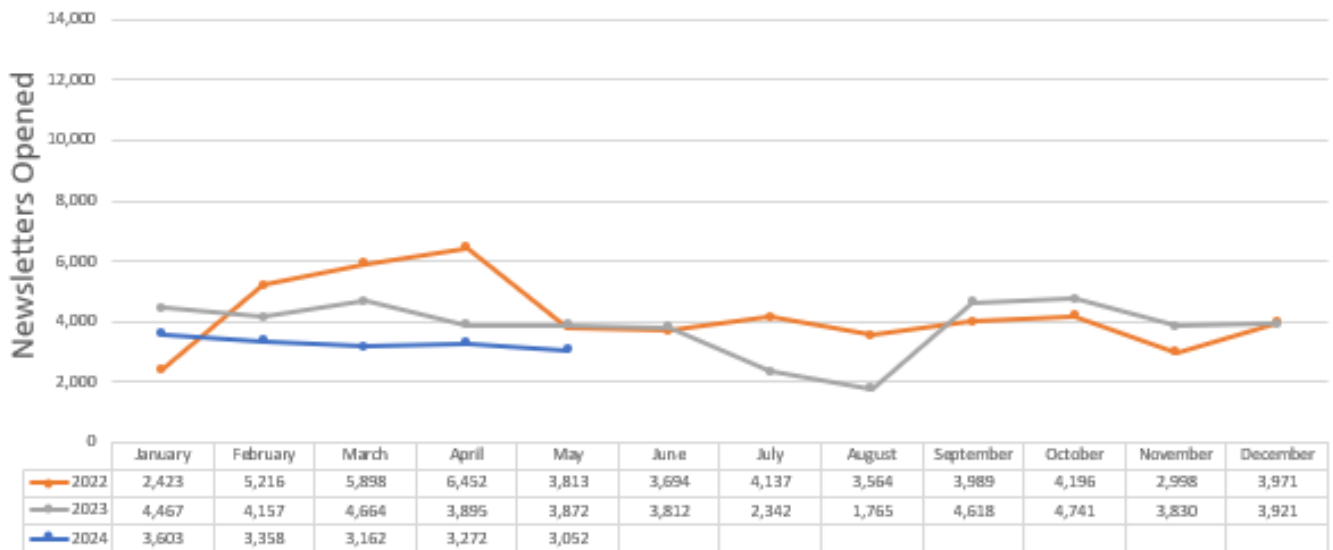
Twitter Reach Month by Month



YouTube Views Month by Month



Newsletter Opens Month by Month



2024 Social Media Footprint



Public Information

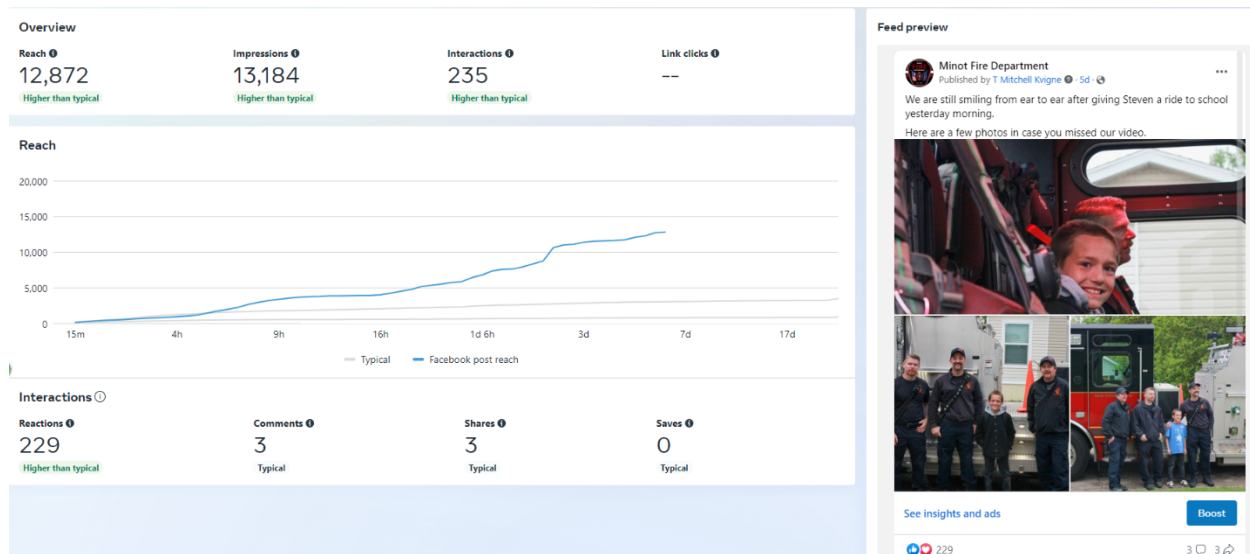
Public Safety Information & Outreach Officer – T Kvigne

Highlights and Takeaways

Fire Department

- There were four fires in the month of May media releases were issued for. May 16th, May 18th, and May 30th. There was a special incident that crews were on scene to help stabilize two structures, a joint release was sent from PD, highlighting the efforts of both departments.
- Crews helped kick off summer break in a few different ways. One crew went to Our Redeemers and used an fire engine to spray water on students as a end of school year celebration.
 - Another crew from Station 2 gave a Sunnyside student a ride to his last day of school in Engine 2. I documented the process with photos and videos. The Ride to School was a donation item to Companions for Children fundraiser that helped raise \$2,000.
- ARFF Familiarization training took place during the beginning of the month, I attended a two days of that to document, and obtain content from the training.
 - Minot Daily News reached out to do a story on the ARFF and the training process, I was able to get that set up.
- The annual Battle of the Badges blood drive took place from May 20 – 24, PD took home the trophy. Crews also attended the Ryan Honda First Responder Appreciation event, and participated in a turnout race on May 18.
- In May we gained 50 new followers on Facebook and 14 new followers on Instagram. Our total Facebook reach was 36,316 and 660 on Instagram for the May.

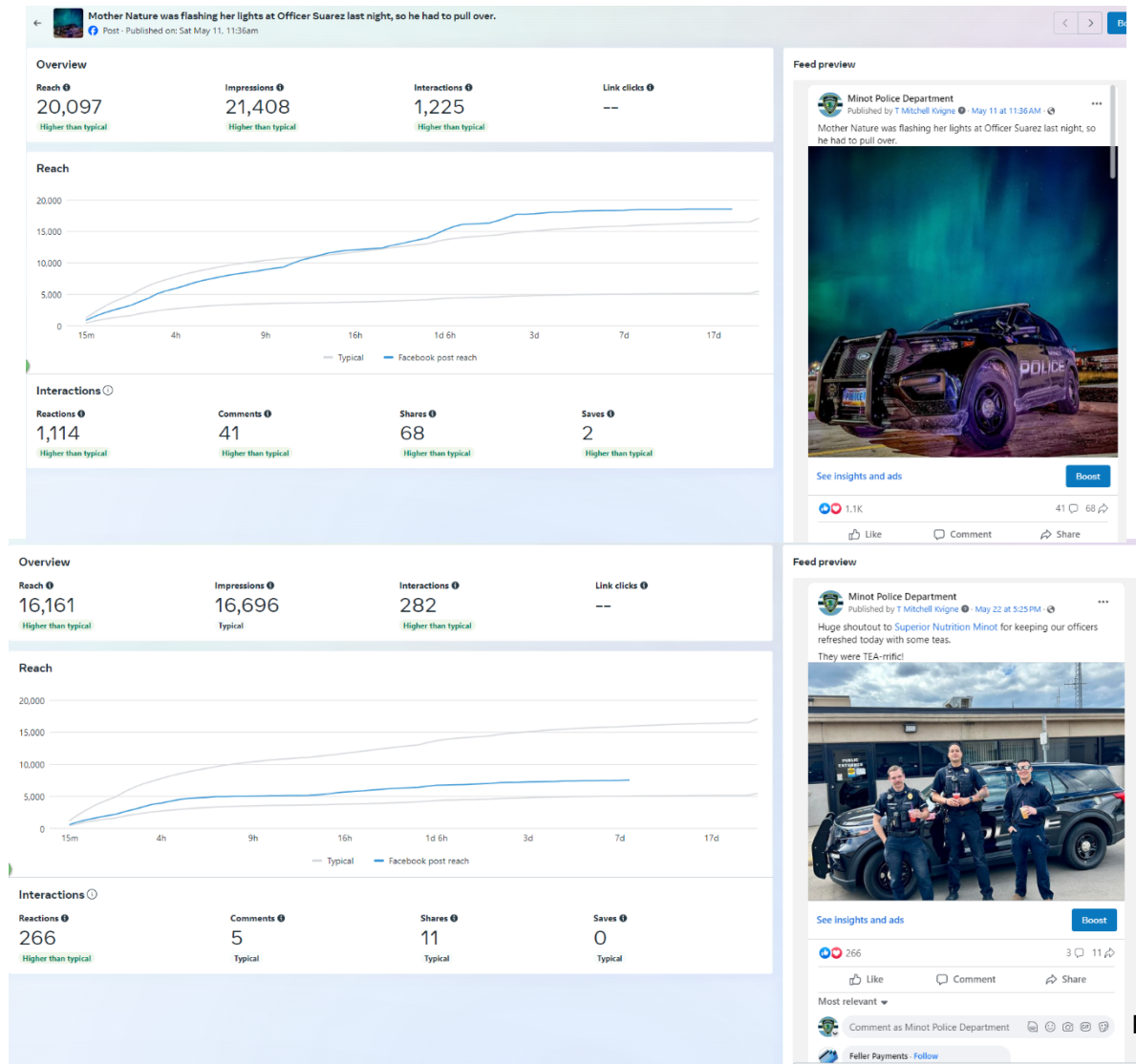
Our top performing post for Facebook, was a post with photos from the Fire Engine Ride to School. The post amassed 12,872 in reach and had 1,543 in post engagements



Our top performing post for Instagram, was a reel with the video from the Fire Engine Ride to School. The post amassed 237 in reach and had 30 interactions with 298 initial plays and 107 replays.

Police Department

- The continuation of the wrapping up finishing projects for the Police Chiefs Conference continued. Lastly, the conference program.
- May was busy: Ryan Honda First Responders Appreciation Event where I documented K9 Demonstrations from Caspian and Ike, etc., Battle of the Badges Blood Drive, I Got Campaign Safety Program Launch, Law Enforcement Torch Run, Impound Auction, to name a few outreach content/events.
- Our Facebook reach for the month of march was 102,400, and we gained 229 new followers and had 33,000 visits to our Facebook page
- We had quite a few higher than average performing posts, that were not media release. Northern Lights/Patrol Car Photo/Post (Thanks to Officer Suarez, 20.1K reach), Law Enforcement Torch Run post (16.5K reach), Superior Nutrition Thank you Post (16.2K reach), Graduation Post – using senior photos of 3 of our officers (13.4K reach), and lastly, our I Got Caught campaign program launch post (11.5K Reach).





BOARD MEETING AGENDA

Wednesday, May 15, 2024, 9 am

Location: Sleep Inn – Theater Room

Call to Order: Introductions

___ Amanda Shappell	___ Randy Conway
___ Megan Langley	___ Thor Nelson
___ Paul Pitner	___ Pamela Hopkins
___ Josh Galloway	___ Jesse Zwak
___ Stephanie Schoenrock – Executive Director	

• Ex-officio Reports

- City Council Report – Paul Pitner
- Dakota Square Mall – Chuck Massey
- Stakeholder Report – Stephanie Schoenrock

• President’s Report – Megan Langley

- Approval of minutes from the March meeting and April special BOD meeting

• Treasurer’s Report –

- Review and Approval of March and April Financials

• Staff Production Report

• Old Business

- Building update
- Destination Development Grant – ND Department of Commerce

• New Business

- City of Minot – contract deliverables
- ND Tourism Conference 2025 – Minot
- Marketing campaign 2025
- Sports Facilities
- Approved Funding

Next Board Meeting: Wednesday, July 17th, 9am

Location – Sleep Inn



**STATE OF NORTH DAKOTA
COUNTY OF WARD
BEFORE THE MINOT CITY COUNCIL**

IN THE MATTER OF:	)	
	)	
DUCKPOND VENTURES, LLC	)	
Attn: Jon Lakoduk	)	CITY COUNCIL FINDINGS,
	)	CONCLUSION, AND ORDER
105 – 1 st St SE (Basement)	)	SUSPENDING LICENSE NO.
MINOT, WARD COUNTY, NORTH DAKOTA	)	BL-24-0322
58701	)	

A hearing was held before the City of Minot’s City Council on May 20, 2024 regarding the allegations set forth in an amended complaint and specifications signed on May 16, 2024 by Minot Police Chief John Klug (complaint). The complaint alleges that Duckpond Ventures, LLC operated their premises at a premises other than the licensed premises to which their license relates in violation of Minot City Ordinance Section 5-40 on six (6) separate occasions, on the following dates: October 19, 2023, November 2, 2023, November 30, 2023, December 14, 2023, February 22, 2024, and March 9, 2024.

Jon Lakoduk, appeared on behalf of Duckpond Ventures, LLC. He waived the five-day notice requirement set forth in Minot City Ordinance Section 5-32(b), and asked the City Council to proceed with a hearing. Mr. Lakoduk admitted to holding educational mixology classes at The Foundry on the dates specified in the complaint, and that Duckpond Ventures, LLC did not obtain a special event permit from the City prior to holding the events. Mr. Lakoduk testified he believed he held these events lawfully, and a permit was not required. Mr. Lakoduk also noted that Duckpond Ventures, LLC had not received a written warning prior to receiving the complaint. He dispersed his mixology class materials to the Council, and described how the classes were conducted. Mr. Lakoduk noted that as soon as he was advised by the Minot Police Department that Duckpond Ventures, LLC needed to cease conducting events offsite from its licensed premises without a special event permit, he complied. He also noted that he was cooperative with the Minot Police Department’s investigation. Mr. Lakoduk asked that the City Council consider a fourteen (14) to twenty-one (21) day suspension as opposed to the forty-five (45) day suspension the police department advised him they would recommend to the City Council.

John Klug, Chief of Police presented a factual basis to the City Council to support the allegations in the complaint. Chief Klug dispersed several materials to the City Council, including a report by Minot Police Lieutenant David Chapman documenting his investigation into the allegations in the complaint. Included in the report was a spreadsheet, documenting the tickets sold for the mixology classes, and numerous Facebook posts advertising and describing the six (6) mixology classes described in the complaint. Chief Klug stated he considered each of these events to be a separate violation of Minot City Ordinance Section 5-40 because alcohol was sold by Duckpond Ventures, LLC at a location other than the licensed premises to which their license relates. Chief Klug confirmed that Duckpond Ventures, LLC cooperated with the investigation and complied when advised it needed to cease holding the

mixology classes at a premises other than the licensed premises to which its license relates without first applying for and obtaining a special event permit. Chief Klug explained that the Minot Police Department's forty-five (45) day recommendation was due to the fact that Minot City Ordinance 5-32(f)'s sentencing guidelines do not contain an explicit recommendation for six violations, and that the Minot Police Department believed that recommending revocation under these facts would be too severe. Chief Klug stated he arrived at the forty-five (day) recommendation by starting with the thirty (30) day suspension as required by Minot City Ordinance 5-32(f) for a fourth violation, and then adding fifteen (15) days for the additional two violations.

Several documents were attached to the Minot City Council's May 20, 2024 regular agenda relating to this hearing, all of which shall be considered a part of the record of this proceeding. The materials dispersed to the City Council by Duckpond Ventures, LLC and Chief Klug, and the video recording of the hearing is also considered part of the record.

Based on the testimony and evidence presented at the hearing, the Minot City Council hereby makes the following Findings of Fact, Conclusions, and Order in regard to the allegations stated in the complaint and specifications at issue in this case:

FINDINGS OF FACT

1. Duckpond Ventures, LLC is the owner of City of Minot Retail Liquor, Beer, & Wine License No. BL24-0322.
2. Minot City Ordinance Section 5-40 prohibits City of Minot alcohol licensees from operating at a location other than the licensed premises to which their license relates without first applying for and obtaining a special event permit from the City of Minot.
3. For purposes of this administrative proceeding and order, the Council finds that Duckpond Ventures, LLC committed six (6) violations of Minot City Ordinance 5-40 by operating at a premises other than the licensed premises to which its license relates without first applying for and obtaining a special event permit from the City of Minot on six (6) separate occasions as detailed in the complaint.
4. The Council finds the following mitigating factors support its decision to order a thirty (30) day business closure in lieu of revoking Duckpond Ventures, LLC's license:
 - a. Duckpond Ventures, LLC did not receive a letter of warning advising the entity that holding its mixology classes at The Foundry without obtaining a special event permit was a violation of Minot City Ordinance Section 5-40; and
 - b. There is ambiguity surrounding the sponsor of the event, and The Foundry had some responsibility to ensure Duckpond Ventures, LLC obtained the appropriate special event permits to transfer its premises to The Foundry; and
 - c. Duckpond Ventures, LLC cooperated with law enforcement's investigation, and admitted to the Minot Police Department and to the City Council that the six mixology classes occurred; and
 - d. Duckpond Ventures, LLC immediately ceased the problematic behavior after being warned and informed that conducting the mixology classes at a location other than its licensed premises without a special event permit is a violation of Minot City Ordinance Section 5-40; and

- e. Duckpond Ventures, LLC has complied with the City's Ordinances and has obtained special event permits pursuant to Minot City Ordinance Section 5-40 since being advised of the need to do so; and
- f. Duckpond Ventures, LLC has proclaimed that it intends to continue its lawful behavior and obey the City's ordinances in the future.

CONCLUSIONS AND ORDER

After hearing and discussion, Minot City Council voted 6-1 in favor of suspending Duckpond Ventures, LLCs license for 30 consecutive days, commencing May 21, 2024, based upon the foregoing findings of fact.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF MINOT:

§ 1. That Local License No. BL24-0322 issued to Duckpond Ventures, LLC is hereby suspended commencing May 21, 2024 through Wednesday, June 19, 2024.

ATTEST:



Mikayla McWilliams, City Clerk

APPROVED:



Thomas Ross, Mayor



Date: May 28, 2023
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (June, 2024)

Pursuant to Minot City Code of Ordinances, Section 2-30(7), the following items or issues are submitted as a summary of some of the matters addressed by the City Attorney's Office prior to the June 3, 2023 City Council meeting:

I. Civil Matters

A. Floodplain Eminent Domain Cases:

1. City of Minot v. John Dokken, et al.

<u>Counsel:</u>	John Warcup
<u>Opposing Counsel:</u>	Bruce Schoenwald
<u>Current Status:</u>	Closed at District Court Settlement Agreement signed, property transfer pending

Following commencement of eminent domain proceedings on this property, the City and Property Owners reached a resolution whereby the City agreed to purchase the Dokken property at the appraised value of \$315,000 with the following terms 1) the Dokkens would be allowed to retain ownership of a shop and shed located on the property by reducing the purchase price by their salvage cost - \$4500 for the shop, and \$150 for the shed, respectively; 2) The Dokkens would be responsible for the cost of moving the shop and shed; 3) The Dokkens would waive any claim for recovery of attorney fees or costs; and 4) the Dokkens will continue to have full use and enjoyment of the property, but will be fully responsible for repairs, maintenance, utilities, taxes, and insurance on the property until closing, which should occur on or before August 9, 2024.

June: Settlement Agreement is signed and closing is set for August 9, 2024, but the property owners have been in touch with City staff to coordinate an advance of the purchase price to assist with financing the property owner's relocation expenses. City staff and CDM Smith are coordinating the logistics, and John Warcup is working with the property owner to draft a purchase agreement addendum.

2. City of Minot v. Loyal Order of the Moose Minot Lodge #822

<u>Counsel:</u>	John Warcup
<u>Opposing Counsel:</u>	Jessica Klein
<u>Current Status:</u>	Pending in District Court Executive Session scheduled for May 6 Jury Trial Cancelled

On May 3, 2021, the City Council commenced eminent domain proceedings relating to a property owned by Minot Moose Lodge #822. The latest scheduling order in this case requires the parties to be ready for trial no later than April 1, 2024. A status conference was held on October 30, 2023. The parties also filed a stipulation to amend the complaint, which was approved by the Court. Defendants also filed an answer to the amended complaint and have disclosed Kevin Ternes as an expert appraisal witness. Given the status of negotiations, the three-day jury trial on the District Court calendar for 4/30, 5/1, and 5/2/2024 was cancelled.

June: An executive session was held May 6th regular City Council meeting to discuss present negotiations on this matter – negotiations instructions were given to the City’s negotiator in executive session.

B. Other Civil Matters:

1. Marianne Bender and Doug Bender v. City of Minot

Counsel: Howard Swanson
Appointed by Airport Premises Insurance

Opposing Counsel: Steve Lutt

Current Status: Unfiled

On February 3, 2022, the City was served with a summons and complaint by Plaintiffs. The complaint alleges the City was negligent in properly maintaining its entry ways at the Minot International Airport which caused a slip and fall incident to occur on or about February 17, 2019. The airport’s premises insurance (Endurance) appointed Howard Swanson to defend the City in this lawsuit. Attorney Swanson has served an answer on Plaintiffs.

June: Discovery and negotiations are ongoing.

2. Todd Mickelson v. City of Minot

Counsel: Brian Schmidt
Appointed by NDIRF

Opposing Counsel: Leo Wilking

Current Status: Pending in District Court, Discovery is ongoing.
Scheduling Order states parties should be ready for trial by October 1, 2024.

On May 26, 2023, the City was served with a summons and complaint by the Plaintiff. The complaint alleges the Plaintiff’s employment as a city employee was terminated as a result of retaliation. The North Dakota Insurance Reserve Fund (NDIRF) appointed Brian Schmidt to defend the City in this lawsuit. Complaint was filed in District Court on June 8, 2023. City’s Answer was filed on June 16, 2023. An Alternative Dispute Resolution Statement was filed by the City on August 15, 2023. Depositions of present and former city employees and the plaintiff have been conducted.

June: Discovery is ongoing. Scheduling order states parties agree to be ready for trial by October 1, 2024.

3. Citizen's Alley Appeal (RMM Properties, L.L.L.P.)

Counsel: Bryan Van Grinsven
Appointed by NDIRF

Opposing Counsel: Nici Meyer and Ryan Quarne

Current Status: Appealed to ND Supreme Court

On October 17, 2023, RMM Properties, L.L.L.P. filed a Notice of Appeal with the North Central Judicial District alleging the City of Minot applied the incorrect legal standard when approving an application for vacation of a plat, and approval of a new preliminary plat, and in doing so the action constitutes a taking of real property without compensation. NDIRF has appointed attorney Bryan Van Grinsven to represent the City in response to the appeal. The City filed its Certificate of Record with District Court on November 13, 2023. The Court issued a briefing schedule on November 15, 2023 requiring the RMM Properties, L.L.L.P. to submit its appellate brief on or before December 6, 2023, and the City to submit its appellee brief within 10 days of service of the appellate brief. The City supplemented its records with links to the Planning Commission and City Council meetings regarding this matter on November 28, 2023, and RMM Properties, L.L.L.P. submitted a reply brief. On February 28, 2024 the District Court entered an order affirming the City Council's decision. Notice of Entry of the Order was served on Defendants and filed with District Court on March 1, 2024.

June: On April 29, 2024, RMM Properties filed an appeal to the North Dakota Supreme Court arguing the District Court erred in affirming the City of Minot's approval of the application and preliminary plat. RMM Properties must file their appellate brief by June 10, and the City's response brief is due 30 days after filing of the appellant's brief. RMM properties will then have 14 days to file a reply brief.

4. Nathan Properties, LLC Appeal

Counsel: John Warcup
Appointed by NDIRF

Opposing Counsel: Jessica Lee Klein

Current Status: Notice of Appeal served on the City and filed in District Court on January 26, 2024. City is preparing a response and certified record.

On January 26, 2024, Nathan Properties, LLC filed a Notice of Appeal with the District Court seeking judicial review of a denial of relocation benefits.

Nathan Properties, LLC was denied relocation benefits because the NDR Program Manager determined that they were ineligible pursuant to 49 CFR Part 24.305(b), which determines eligibility when one or more displaced entities could be considered a single business, entitled to only one fixed payment. Nathan Properties, LLC shared the same premises as Minot Welding, Inc., which also applied for and received relocation benefits. The same person owns, controls, and manages the affairs of the two entities. The relocation benefits rendered to Minot Welding, Inc. contemplated moving everything in the building that Minot Welding, Inc. allegedly shared with Nathan Properties, LLC and there is no personal property left in the building. Given these facts and others, the NDR Program Manager determined that Nathan Properties, LLC's request for relocation services should be denied.

June: City staff and Attorney Warcup continue to finalize the City's response and gather materials to certify the record on appeal. Negotiations are ongoing.

5. Liberty Sierra Vista, LLC /Storm Sewer District 121 – Hotel Revel

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Trevor Hunter

Current Status: Negotiations ongoing

On January 16, 2024, Liberty Sierra Vista, LLC sent a letter to the City's contractor in connection with Storm Sewer District 121's impact on the Hotel Revel and its operations. Liberty Sierra claims that while they are not opposed to improving drainage and flood protection in the area, the storm sewer project will allegedly have significant economic impacts on the hotel and is demanding compensation well in excess of what City staff and its contractor believes is reasonable or appropriate for a temporary drainage easement. In February, the City Council approved retaining John Warcup, of Swanson & Warcup, Ltd, to assist with negotiations for this storm sewer project and any necessary eminent domain proceedings.

June: Negotiations are ongoing.

C. City Business:

1. City Department Legal Support – This Office provided legal support to the City's City Manager, Department Heads, and Planning Commission regarding contracts, human resources/personnel issues, and other legal matters, including the following:

- a. 2024 Goals and 2025 Budget:** City Attorney's Office staff are finalizing goals for 2024 and refining our 2025 budget request.
- b. Superfund Site Meetings/Document Review:** The City Attorney and Assistant City Attorney Schmitz have been attending monthly meetings with the Utilities Director, State Department of Environmental Quality, Environmental Protection Agency and Park District regarding the old Minot landfill superfund site and amending the operations and maintenance plan to allow the park district to use the site.
- c. Easement Agreements:** Assistant City Attorney Schmitz continues to review draft easement documents with Project Manager Ben Cofell.
- d. Edgewood Real Estate Investment Trust Development Agreement:** Attorneys Johnson and Lindgren have submitted a draft preliminary agreement for staff review. Attorneys are waiting for confirmation from city staff that they have reviewed the agreement and once that confirmation is received, a final draft will be sent to Edgewood for review and comment.
- e. Open Records Requests Questions:** The City Attorney responded to open records requests from Josh Wolsky regarding executive sessions held regarding the Nok Back Tavern purchase. We anticipate beginning a response to the Attorney General's Office regarding the matter.
- f. Problem Properties Unit (PPU) Meeting:** The City Attorney attended a Problem Property Unit meeting which is being reviewed by ACM Joyce to improve efficiencies.
- g. Demolition/Remedial Work Orders:** The City Attorney discussed remediation and demolition orders with the Building Official and PD.
- h. Firefighter FLSA Concerns:** The City Attorney and HR Director received a memo from our outside counsel regarding some FLSA concerns and sent follow-up questions for their input.

- i. **Waste Management Notifications:** The City Attorney sent follow-up correspondence attempting to continue to work through concerns with the Rock Solid app, and reviewed and discussed Routeware Quote with the Utilities Director.
- j. **Memorandum of Understanding between Souris River Joint Board, Minot Park District, City of Minot, and Ward County Water Resources District:** City Attorney reviewed and provided comment to Utilities Director.
- k. **Telework Policy:** The City Attorney reviewed the telework policy and provided feedback to city staff.
- l. **Structure at 1700 Burdick Expy. E:** The NDR Director briefed the City Attorney on a structure at this address that the City acquired and the property owner intends to move. The property owner was contacted and advised that they have plans to move the structure to Surrey. This move is behind schedule, and the City Attorney and staff are monitoring the situation.
- m. **Fireworks ordinance:** The City Attorney responded to several questions from the Fire Department regarding our current fireworks ordinances.
- n. **Alcohol hearing:** The City Attorney reviewed a report, answered questions from staff, and prepared a hearing outline for the alcohol hearing held at the Council's May 20th meeting.
- o. **Variance concerns:** Assistant City Attorney Schmitz provided counsel to the Planning Department on a variance application.
- p. **Police Department Auction:** Assistant City Attorney Schmitz provided counsel to the Police Department regarding police auction concerns, and associated policies and procedures.
- q. **Customer Service Manual:** Assistant City Attorney Schmitz has been reviewing and drafting feedback on the City's customer service manual.

2. **Ordinance/Policy Revisions:**

- a. **Alcohol Ordinance Ad Hoc Committee:** The City Attorney attended meetings of the Alcohol Ordinance Ad Hoc Committee, and she and the City Clerk are continuing to review and prepare drafts for the committee's consideration. Additionally, the City Attorney reached outside Katie Schmidt with Ohnstad Twichell, P.C. and provided some initial documents for her to begin her review on the liquor license cap ordinance.
- b. **Automatic Door Ordinance:** The City Attorney circulated the memo and ordinance attached to the May 20th agenda to City staff.

3. **City Manager Committees:** Assistant City Attorney Dickerson has been serving on the Employee Recognition Committee.

4. **Assistant City Attorney Portfolios:** The City Attorney's Office has created portfolios for each of the attorneys in an effort to streamline inquiries from City Departments and Officials. Current portfolio assignments are:

- a. **Stefanie Stalheim:** City Council, City Manager, Human Resources, Finance/NDR-CDBG, Assessors, Library
- b. **Nick Schmitz:** Municipal Court, Engineering, Public Works, Community and Economic Development, Planning Commission
- c. **Corbin Dickerson:** Municipal Court, Police, Fire, Airport

While all city attorneys are available to City staff and officials for consultation, it is our hope that the portfolio system will allow our attorneys to develop an expertise within their assigned portfolios and, in turn, increase response time and provide more specialized services. The City Attorney's Office also has a weekly staff meeting to brief our group on office and City activities.

II. Criminal Matters

A. Minot Municipal Court – Assistant City Attorneys handled routine and daily matters in Minot Municipal Court for criminal prosecution (trials) and civil ordinance violations, as well as approval or initiation of criminal complaints for ordinance violations.

a. Annual Case Totals: Below is a table of documenting the number of criminal and traffic matters opened in municipal court each month for 2022, 2023, and now 2024:

2022	Criminal	Traffic	Total
January	94	208	302
February	91	269	360
March	75	321	396
April	104	209	313
May	114	345	459
June	114	324	438
July	92	235	327
August	134	241	375
September	118	217	335
October	75	200	275
November	91	138	229
December	79	151	230
totals	1181	2858	4039

2023	Criminal	Traffic	Total
January	83	177	260
February	84	208	292
March	121	256	377
April	154	361	515
May	145	318	463
June	119	357	476
July	170	404	574
August	147	372	519
September	112	260	372
October	124	310	434
November	155	250	405
December	140	274	414
totals	1554	3547	5101

	2022	2023	% change
Criminal	1181	1554	32%
Traffic	2858	3547	24%
	4039	5101	26%

2024	Criminal	Traffic	Total
January	141	260	401
February	114	348	462
March	114	345	459
April	109	331	440
totals	478	1284	1762

B. District Court – Assistant City Attorneys attended and responded to the scheduling of District Court transfer cases involving initial appearances, motion responses, motion hearings, status conferences, pretrial conferences, and order to show cause proceedings for criminal cases originating in the Minot Municipal Court and subsequently transferred to the Ward County District Court.

Finally, our office would note that Assistant City Attorney Dickerson is on military leave and will return June 5, 2024 – in his absence, questions or concerns regarding his Municipal Court matters can be directed to Nick Schmitz, and questions or concerns regarding his City portfolios (Police, Fire, Airport) can be directed to Stefanie Stalheim.

Respectfully Submitted,

5/29/2024

X

Stefanie Stalheim

Stefanie Stalheim

City Attorney

Signed by: 48ae2bc4-fd85-4c0e-a0ea-7c87bc0c1a31

On May 20, 2024, a Regular Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Ross called the meeting to order at 5:30 pm.

ROLL CALL

Members Present:

Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross

Members Absent:

None

PLEDGE OF ALLEGIANCE

Mayor Ross led the City Council in the Pledge of Allegiance.

MAYOR'S REPORT

Mayor Ross attended the MACEDC Board meeting, a Task Force 21 Strategic Deterrence Coalition meeting, an Alcohol Ordinance Review and Rewrite Committee meeting, a townhall with families of the MAFB, and two events to commemorate National Peace Officer Week. Mayor Ross also proclaimed May 19th-25th National Public Works Week.

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the council. David Lakefield presented a financial report to the City Council, also.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the council.

5.1 CONSIDER THE REPORT OF THE PLANNING COMMISSION

5.2 PUBLIC HEARING: ZONING MAP AMENDMENT - 301 HILLCREST DR

Alderman Jantzer moved the City Council close the public hearing and approve a zoning map amendment in alignment with the Planning Commission recommendation.

Motion seconded by Alderman Pitner and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

CONSENT ITEMS

Alderwoman Olson moved the City Council approve consent items 6.1-6.2#1, 6.2#3-6.7, and 6.9-6.12.

6.1 CITY COUNCIL MINUTES - Approve the minutes of the May 6, 2024 Budget Tour meeting, Regular City Council meeting, and Special City Council meeting; approve the minutes of the May 7, 2024 Budget Tour meeting; and approve the minutes of the May 8, 2024 Budget Tour meeting and Special City Council meeting.

6.2 ORDINANCES – Approval of the following ordinances considered for second reading:

1. Ordinance No 5963 - Purchase of 100 3rd St NE
3. Ordinance No 5965 - Taxi Clean Up Ordinance
4. Ordinance No 5966 - Great River Federal Credit Union Donation
5. Ordinance No 5967 - Quick Lock Sewer Repair Tool Purchase
6. Ordinance No 5968 - PD Robot Upgrade
7. Ordinance No 5969 - Alley Speed Limit Ordinance
8. Ordinance No 5970 - 16th St SW Reconstruction Eng Amendment (4780)

(Ordinances are available for inspection and copying at the City Hall City Clerk's Office during normal office hours (generally Mon-Friday 8:00am – 4:30pm))

6.3 ADMINISTRATIVE APPROVALS - Ratify the following Administrative Approvals:

1. Downtown Business & Professional Association to conduct a raffle and raffle board on May 18, 2024 at The Spot (6 2nd St NE).
2. Four Special Event Permits for The Blue Rider (105 2nd Ave SW).

3. Special Event Permit for Sports on Tap (220 S Broadway).
4. Special Event Permit for The Depot and Baggage Claim (15 N Main St)
5. Special Event Permit for Saul's (105 1st St SE Basement)

6.4 GAMING SITE AUTHORIZATIONS - Approve the gaming site authorization for Minot Hockey Booster to conduct games of chance during the license year of July 1, 2024 through June 30, 2025 at the following locations:

- On the Rocks (614 3rd St NE)
- The "O"riginal (720 N Broadway)
- Aces Lounge & Casino (1524 S Broadway, Ste 8)
- The Depot and Baggage Claim (15 N Main St)
- Nola's Lounge (919 Burdick Expy W)
- Highland Suites (1605 35th Ave SW)
- X-Golf (1621 S Broadway)

6.5 CDBG Website Policy and Procedures – Approve the CDBG website policy and procedures and authorize the Mayor to sign the updated CDBG documents.

6.6 ADOPT RESOLUTION AND MEMORANDUM OF UNDERSTANDING FOR 2024 MINOT RENAISSANCE ZONE DEVELOPMENT PLAN - Approve the 2024 Minot Renaissance Zone Development Plan Resolution and Memorandum of Understanding; authorize the Mayor to execute both documents; and authorize staff to submit both documents to the State of North Dakota Commerce Department for ratification.

6.7 TRAFFIC SIGNAL HIGHWAY SAFETY IMPROVEMENT PROGRAM PE AGREEMENT WITH NDDOT (4665) - Approve the PE Agreement with the NDDOT and authorize the Mayor to sign the agreement.

6.9 ACCEPT NDDOT URBAN GRANT FUNDS FOR 3RD STREET AND CENTRAL AVENUE RECONSTRUCTION PROJECT (4826) - Accept the Urban Grant Program funding award and authorize the Mayor to sign the acceptance letter.

6.10 SKYDANCER ADVERTISING AGREEMENTS - Approve the advertising contracts between Skydancer Casino and City of Minot located at Minot International Airport; and authorize the Mayor to sign the contracts.

6.11 2024 STORM SEWER REHAB – BUDGET AMENDMENT - Approve the budget amendment in the amount of \$400,000 to increase the storm sewer rehab budget to allow more projects to get completed.

6.12 BIDDING OF TAXIWAY C PAVEMENT REHABILITATION AND EDGE LIGHTING REPLACEMENT (AIP 3-38-0037-073-2024) - Authorize City staff to advertise and solicit bids for the Taxiway C Pavement Rehabilitation and Edge Lighting Replacement Project.

Motion seconded by Alderman Pitner and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

6.2 #2 ORDINANCE NO 5964 AUTOMATIC DOORS – APPROVED

Alderman Burlingame moved to approve Ordinance No 5964 Automatic Doors on second reading.

Motion seconded by Alderman Pitner and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

6.8 ADOPT 2025 - 2029 CAPITAL IMPROVEMENT PLAN (4821) - APPROVED

Alderman Pitner moved to adopt the 2025 - 2029 Capital Improvement Plan. The motion was seconded by Alderman Jantzer.

Alderwoman Olson moved to amend the original motion to exclude E18 the Anne Street Bridge. Motion seconded by Alderman Podrygula and carried by the following roll call vote: ayes: Burlingame, Jantzer, Olson; nays: Evans, Pitner, Podrygula, Ross. The motion to amend failed.

Whereupon the City Council returned to the original motion by Alderman Pitner to adopt the 2025 - 2029 Capital Improvement Plan.

Motion seconded by Alderman Jantzer and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

ACTION ITEMS

7.1 PUBLIC HEARING: CDBG ENTITLEMENT PROCESS – APPROVED

Alderman Jantzer moved the City Council close the public hearing and authorize staff to continue the completion of 5-year Consolidated Plan.

Motion seconded by Alderman Podrygula and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

7.2 PUBLIC HEARING: LIQUOR LICENSE NO BL24-0322 (DUCKPOND VENTURES, LLC) – APPROVED

Alderman Pitner moved the City Council approve a 30-day suspension of the license commencing May 21, 2024. The motion was seconded by Alderman Podrygula.

After discussion, Alderman Pitner and the second Alderman Podrygula friendly amended the motion to a 10-day suspension. The motion on the floor by Alderman Pitner was to approve a 10-day suspension of the license commencing May 21, 2024 and there were six violations of the ordinance with mitigating factors that the council is finding there was no letter of warning issue in succession when the violations occurred. Additional mitigating factors:

- a. There is ambiguity surrounding the sponsor of the event, and The Foundry had some responsibility to ensure Duckpond Ventures, LLC obtained the appropriate special event permits to transfer its premises to The Foundry; and
- b. Duckpond Ventures, LLC cooperated with law enforcement's investigation, and admitted to the Minot Police Department and to the City Council that the six mixology classes occurred; and
- c. Duckpond Ventures, LLC immediately ceased the problematic behavior after being warned and informed that conducting the mixology classes at a location other than its licensed premises without a special event permit is a violation of Minot City Ordinance Section 5-40; and
- d. Duckpond Ventures, LLC has complied with the City's Ordinances and has obtained special event permits pursuant to Minot City Ordinance Section 5-40 since being advised of the need to do so; and
- e. Duckpond Ventures, LLC has proclaimed that it intends to continue its lawful behavior and obey the City's ordinances in the future.

The motion was seconded by Alderman Podrygula and carried the following roll call vote: ayes: Olson; nays: Burlingame, Evans, Jantzer, Pitner, Podrygula, Ross. The motion failed.

Alderman Podrygula moved the City Council approve a 30-day suspension of the license commencing May 21, 2024 with same mitigating factors that were in the previous motion.

Motion seconded by Alderman Pitner and carried by the following roll call vote: ayes: Burlingame, Jantzer, Olson, Pitner, Podrygula, Ross; nays: Evans.

7.3 CONTRACT COUNSEL – ALCOHOL ORDINANCES – APPROVED

Alderman Jantzer moved the City Council retain Ohnstad Twichell, P.C. as contract counsel to assist the City Attorney's Office with reviewing and advising the City Council on proposed modifications to the City's current liquor license ordinances.

Motion seconded by Alderman Podrygula and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Pitner, Podrygula, Ross; nays: Olson.

7.4 TRAFFIC BUILDING DEMOLITION RECOMMENDATION – APPROVED

Alderman Pitner moved the City Council proceed with the low bid from Dig It Up Backhoe Service to demolish the building at 309 1st Avenue NE.

Motion seconded by Alderwoman Olson and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

PERSONAL APPEARANCES

Leif Snyder discussed with the City Council his stance various issues. Sherry McGloughlin, Jon Lakoduk, and Anthony Barrette spoke to the City Council about the Alcohol Ordinance Review and Rewrite Committee meeting and the discussion of the idea to remove the Liquor, Beer, and Wine license cap.

MISCELLANEOUS AND DISCUSSION ITEMS

9.1 GIS MAP: MINOT CONSTRUCTION PROJECTS 2024

Lance Meyer presented to the City Council the public access to the GIS map, which includes information on construction projects in 2024.

LIAISON REPORTS

Alderman Pitner attended the Alcohol Ordinance Review and Rewrite Committee meeting, the Renaissance Zone Review Board meeting, and the Visit Minot Board meeting. Alderman Jantzer attended the Central Dakota MPO Policy Board meetings, Liaison Committee meeting, and Nuclear Triad Symposium meeting. Alderman Burlingame attended the Nuclear Triad Symposium and the Minot Impound Auction.

Alderwoman Olson plans on attending the upcoming Central Dakota MPO Policy Board meeting, attended the Liaison Committee meeting, the Nuclear Triad Symposium, SBPC Loan review committee meeting, and an upcoming Dakota College Policy Committee meeting. Alderwoman Evans mentioned MPL summer programs have been announced, an upcoming special MPL Board meeting to be held for budget, and attended the two April Central Dakota MPO Policy Board meetings. Alderman Podrygula attended the Ward County Planning Commission, met with the Minot Fire Department on the new ARFF truck, and the Emergency Resource Planning Council.

ADJOURNMENT

There being no further business, Alderman Pitner moved the City Council meeting be adjourned. Motion seconded by Alderwoman Olson and carried unanimously. Meeting adjourned at 8:41 pm.

For the full May 20, 2024 Regular City Council meeting video, see: [Minot City Council Meeting 5/20/24 \(youtube.com\)](https://www.youtube.com/watch?v=...).

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 5971

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
STORM SEWER MAINTENANCE EXPENDITURES FOR MULTIPLE STORM
SEWER REHABILITATION PROJECTS AND APPROVE THE USE OF
WATER/SEWER CASH RESERVES.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

- §1: Amend the 2024 annual budget to increase the storm sewer maintenance expenditures for multiple storm sewer rehabilitation projects:

14059000-44503		400,000
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: May 20, 2024

PASSED SECOND READING: June 3, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO. 5972

**AN ORDINANCE REZONING LOTS 7 AND 8, NORDSTROM & HANSON
SUBDIVISION FROM “R1” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “RM”
MEDIUM DENSITY RESIDENTIAL DISTRICT.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

Section 1. That the property described below is hereby zoned **“RM” Medium Density Residential District**:

LOTS 7 and 8, Nordstrom & Hanson Subdivision

Section 2. The **“RM” Medium Density Residential District** zoning of the above described property and any development thereof shall be in accordance with said zoning district’s provisions as set forth in the Land Development Ordinance of the City of Minot.

Section 3. This ordinance shall be in effect from and after its final passage and approval.

PASSED FIRST READING:

May 20, 2024

PASSED SECOND READING:

June 3, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: June 3, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

It is recommended the City Council ratify the following administratively approved requests:

- 1. Minot Pink Ladies to conduct a raffle on September 28, 2024 at The Spot (6 2nd St NE).**
- 2. MCDL Booster Club to conduct a raffle on June 1, 2024 at MSU - Ann Nicole Nelson Hall (500 University Ave W).**
- 3. Matthew 25 Project to conduct a raffle on June 29, 2024 at Corbett Field (1124 E Burdick Expwy).**
- 4. Independence Inc to conduct a raffle on May 29, 2024 at Corbett Field (1124 E Burdick Expwy).**
- 5. Children's Music Academy to conduct a raffle on June 2, 2024 at Corbett Field (1124 E Burdick Expwy).**
- 6. Alzheimer's Association - Walk to End Alzheimer's to conduct a raffle on June 3, 2024 at Corbett Field (1124 E Burdick Expwy).**
- 7. Northern Infidels Motorcycle Club to conduct a raffle on June 1, 2024 at the Northern Infidels Motorcycle Club Clubhouse (305 4th Ave NW).**
- 8. The Difference A Holistic Approach to conduct a raffle on November 2, 2024 at The Difference a Holistic Approach office (308 2nd Ave SW Ste B1).**
- 9. Minot Commission on Aging to conduct bingo and raffles the 2nd and 4th Thursday of every month July 1, 2024-June 30, 2024 at Minot Commission on Aging (21 1st Ave SE).**
- 10. Project Bee to conduct a raffle on May 26, 2024 at Corbett Field (1124 E Burdick Expwy).**
- 11. Souris Valley United Way to conduct a raffle on May 11, 2024 at North Hill Bowl (1901 N Broadway).**
- 12. Four Special Event Permits for Sports on Tap (220 S Broadway).**
- 13. Two Special Event Permits for The Spot (6 2nd St NE).**

14. Two Special Event Permits for The Blue Rider (118 1st Ave SE).

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752

John Klug, Chief of Police, 701-857-9800

III. DESCRIPTION

A. Background

Under the Code of Ordinances, a permit issued pursuant to NDCC 5-02-01.1, to allow an alcoholic beverage sales licensee to operate at premises other than the licensed premises to which the license relates, shall be issued administratively by the city clerk upon the following terms and conditions:

1. The payment by the applicant of a nonrefundable fee of twenty-five dollars (\$25.00).
2. The submission by the applicant, as part of the application required by the city clerk, of a brief narrative explaining:
 - a. The nature of the occasion for the permit (e.g., wedding dance, trade show or promotion, etc.); and
 - b. The steps which will be undertaken by the permittee to restrict the sale to, and consumption of, alcoholic beverages by minors at such occasion.
3. The written approval by the chief of police of the issuance of the permit.
4. A permit issued pursuant to this subsection may not be used for the off-sale of alcoholic beverages.

An application for local authorization pertaining to gaming, other than site approval, shall be issued administratively by the city clerk upon the following terms and conditions:

1. The payment by the applicant of a fee [of \$25].
2. The submission by the applicant, as part of the application required by the city clerk, of the following:
 - a. The appropriate form and other information prescribed or recommended by the attorney general; or
 - b. If there is no prescribed or recommended form, then a brief narrative explaining the particulars whereby the applicant should be considered to be qualified under state law for the particular local authorization sought; what the net proceeds will be expended for; and such other information, if any, as the city clerk may reasonably require to assist him in administering this subsection.
3. The written approval by the chief of police of the issuance of the authorization.

Each month, a report shall be provided to the city council concerning the permits allowed and the permits denied under this subsection subsequent to the last prior such report.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Special Event Permits, Local Permits and Restricted Event Permits are approved administratively each month through the City Clerk's Office. The non-refundable application fee for each permit is \$25 and is deposited into the appropriate general fund revenue accounts.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A - the request is to ratify the applications which have been administratively approved.

Home Department Description: Airport	
Name	Gross Pay
Baier, Jamison T	\$ 1,170.64
Brock, Vanessa M	\$ 4,327.65
Brock, William	\$ 4,102.02
Choi, Alex M	\$ 6,261.79
Clark, Benjamin P	\$ 3,795.89
Davis, Brandon	\$ 4,934.86
Depriest, Isaac	\$ 4,172.51
Dickson, Earnest edward	\$ 4,540.34
Draper, David	\$ 4,894.28
Eckman, Jennifer Kristin	\$ 11,794.60
Eritano, Dominic Edwin	\$ 649.10
Hernandez, Joe	\$ 8,035.06
Kaminski, Thomas	\$ 3,556.91
Klein, Craig A	\$ 3,775.65
Long, Jessica	\$ 6,240.53
McCuaig, Tyler	\$ 3,614.31
Moody, Sharon	\$ 4,771.68
Norby, Judy	\$ 3,794.39
Ortiz-Pabon, Nelson	\$ 4,825.57
Porreca, Michael C	\$ 1,971.29
Rafala, Michael	\$ 5,672.89
Romanick, Maria C	\$ 6,556.51
Schriock, Brittany R	\$ 3,707.90
Takashige, Alec N	\$ 5,013.12
Urban, Randy N	\$ 771.22
Warbis, Conner Joseph	\$ 464.20

Home Department Description: Assessors	
Name	Gross Pay
Druse, Damon	\$ 8,323.07
Kamrowski, Ryan L	\$ 8,341.21
Lovelace, Daniel D	\$ 6,581.18
Maragos, Sheila M	\$ 6,913.63
Nelson, Chelsy	\$ 3,714.94
Schlecht, Dustin J	\$ 7,085.48

Home Department Description: Cemetery	
Name	Gross Pay
Fried, Delaney Jo	\$ 676.78
Roteliuk, Rondel R	\$ 6,745.34
Sanford, Allison Beth	\$ 4,337.70
Seifert, James R	\$ 4,269.94
Stoll, RoxAnne Kelly	\$ 891.85

Name	Gross Pay
Zietz, Cole J	\$ 4,144.33
Zietz, Nicholas	\$ 2,109.94

Home Department Description: City Attorney	
Name	Gross Pay
Dickerson, Corbin	\$ 7,988.82
Henjum, Nathaniel	\$ 4,416.81
Horst, Nancy	\$ 5,354.78
Schmitz, Nick	\$ 7,417.99
Stalheim, Stefanie	\$ 11,282.68

Home Department Description: City Council	
Name	Gross Pay
Burlingame, Scott	\$ 1,190.04
Evans, Carrie L	\$ 1,190.04
Jantzer, Mark J	\$ 1,190.04
Olson, Lisa M	\$ 1,190.04
Pitner, Paul	\$ 1,190.04
Podrygula, Stephan	\$ 1,190.04
Ross, Thomas	\$ 1,500.00

Home Department Description: City Manager	
Name	Gross Pay
Joyce, Thomas C	\$ 13,403.38
Kleen, Jennifer LeAnn	\$ 6,556.17
Kvigne, T	\$ 4,780.71
McWilliams, Mikayla	\$ 6,088.34
Obenchain, Bryan	\$ 5,021.63
Schraeder, Ann M	\$ 4,753.60
Stewart, Harold Leroy	\$ 15,610.76

Home Department Description: City Shop	
Name	Gross Pay
Anderson, Robbie	\$ 4,234.60
Doyle, April S	\$ 3,466.60
Headrick, Jesse	\$ 3,639.12
Hermanson, Brook A	\$ 4,536.07
Horinka, Brian L	\$ 8,759.27
Marsh, Timothy D	\$ 4,915.55
Ortmann, Donald G	\$ 6,007.98
Rivera, Frank R	\$ 4,298.99
Sampson, Jody S	\$ 15,288.39
Smith, Zachary Thomas	\$ 2,974.51
Whetstine, Koby W	\$ 4,751.09

Home Department Description: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 5,355.00
Bjertness, Lacie J	\$ 6,477.39
Brown, Justice	\$ 4,063.96
Christie, Sean A	\$ 8,523.55
Evans, Amy	\$ 3,733.36
Haugan, Margaret H	\$ 7,417.99
Lausch, Jacqueline	\$ 5,321.67
Lonis, Ashleigh	\$ 4,558.55
Mindt, Haley Marie	\$ 3,602.05
Monk, Harry	\$ 3,429.81
Newman, Samantha	\$ 4,288.01
ONeill, Renae Dawn	\$ 3,246.65
Plumadore, Maggie	\$ 1,097.26
Roehm, Brandi	\$ 3,890.16
Sorensen, Elizabeth A	\$ 7,190.38
Van Hill, Shanlya M	\$ 6,209.62

Home Department Description: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 6,687.69
Foley, Taylor	\$ 4,416.81
Hernandez, Gabriel	\$ 4,102.03
Hoffart, Jesse	\$ 6,720.34
Huettl, Emily	\$ 4,765.05
King, Matthew R	\$ 6,720.34
Meyer, Lance E	\$ 12,147.30
Okeson, Coy Lewis	\$ 382.88
Ramos, Nicole	\$ 5,514.99
Randash, Alexander X	\$ 682.55
Romann, Alicia A	\$ 4,996.63
Steckler, Thomas E	\$ 7,417.99
Swartz-Dahl, Sami	\$ 4,755.71
Vorgitch, Julia	\$ 4,416.81

Home Department Description: Finance	
Name	Gross Pay
Burns, Callie S	\$ 6,088.34
Grabow, Randi L	\$ 4,996.95
Lakefield, David	\$ 12,514.06
Molina, Crystal R	\$ 4,710.75
Nerem, Laurisa	\$ 4,308.87
Olson, Jaelee	\$ 4,647.82
Schmidt, Susan	\$ 4,996.95

Name	Gross Pay
Shatara, Jenna	\$ 1,223.46
Shefstad, Brittany J	\$ 5,653.53
Shelkey, Melody L	\$ 7,262.08
Stein, Jeanne	\$ 6,720.34
Van Grinsven, Kristin	\$ 6,240.53
Variste, Jeanny	\$ 4,356.56
Zeece, Holly	\$ 5,381.18
Zelinski, Jenna M	\$ 8,013.42

Home Department Description: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 8,392.87
Berg, Lorie A	\$ 5,725.81
Brown, Robby	\$ 6,264.74
Hammer, Stuart	\$ 6,264.74
Kronsnabel, Kelli	\$ 12,489.06
Seifert, Travis J	\$ 6,817.97
Summers, Dana W	\$ 5,964.43
Weber, Brent A	\$ 8,392.87

Home Department Description: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 7,568.57
Allen, Scott	\$ 5,099.43
Anderson, Joseph	\$ 4,365.30
Angelo, Jason	\$ 5,099.43
Baker, Griffin Joseph	\$ 3,886.13
Beck, Kyle W	\$ 7,504.14
Bell, Ryan A	\$ 3,410.33
Berntson, Austin	\$ 4,667.25
Blackwood, Robert	\$ 6,178.02
Boechler, Matthew A	\$ 4,883.05
Burgess, Justin T	\$ 7,385.00
Burns, Austin T	\$ 8,381.54
Christen, Tyler P	\$ 5,130.24
Coleman, Alexander	\$ 5,566.26
Croxall, Jeremy M	\$ 6,474.38
Degele, Travis W	\$ 7,915.13
Dockter, James	\$ 5,428.67
Eull, Mitchell	\$ 5,646.15
Fernandez, Jacob S	\$ 4,154.97
Filkins, Jacob E	\$ 5,729.34
Fylling, Jacob	\$ 5,646.15
Garberg, Tully D	\$ 6,567.64
Ghent, Tyler	\$ 3,886.13

Name	Gross Pay
Gilliss, Shane	\$ 8,057.44
Givens, Andrew	\$ 4,042.37
Hanselman, Andrew J	\$ 7,585.48
Hanson, Jonathan	\$ 14,294.73
Hanson, Myles	\$ 6,036.09
Hardy, Glen A	\$ 10,236.66
Haskins, Patrick	\$ 1,944.00
Hayden, Jameson	\$ 4,204.94
Kristiansen, Hans	\$ 8,306.60
Laks, Damon	\$ 4,946.06
Laskowski, Paul J	\$ 7,994.58
Lentz, Jacob W	\$ 9,232.02
Mathieson, Mark	\$ 5,787.45
Maxwell, Mason W	\$ 8,934.46
Meadows, Casey D	\$ 8,176.76
Meadows, Jaydee	\$ 5,227.05
Meyer, Trent	\$ 4,025.01
Nerem, Jesse	\$ 5,338.62
Newman, Phillip	\$ 4,903.76
Olson, Joshua	\$ 5,933.39
Orr, Jeremiah	\$ 5,733.34
Peterson, Aaron P	\$ 8,599.78
Raymond, Daniel	\$ 6,481.82
Rice, Alec D	\$ 4,648.58
Rohrbach, Robert A	\$ 6,075.21
Ross, Michael T	\$ 4,480.69
Rostberg, Casey	\$ 5,270.41
Safranski, Dustin M	\$ 5,978.71
Schill, Kyle	\$ 5,143.86
Schriock, Kerry W	\$ 10,905.61
Shoemaker, Charles	\$ 5,839.99
Sickles, Chad	\$ 5,895.93
Staples, Kayden	\$ 4,302.77
Tancabel, Andrew	\$ 6,462.40
Taylor, Matthew	\$ 4,528.45
Tougas, Brady W	\$ 4,989.33
Urban, Augustus	\$ 6,098.70
Walhood, Bradley	\$ 5,962.58
Walter, Devin M	\$ 8,515.25
West, Jason	\$ 6,825.56
Zabka, Aaron	\$ 5,099.43

Home Department Description: Human Resources	
Name	Gross Pay
Jundt, Lisa R	\$ 10,225.14

Name	Gross Pay
Porterfield, Monica L	\$ 6,113.34
Scott, Courtney K	\$ 4,900.09
Thurston, Brittany	\$ 6,265.53

Home Department Description: IT	
Name	Gross Pay
Albertson, Alec	\$ 6,139.42
Herslip, Jacob	\$ 4,102.85
Knudsvig, Miles	\$ 5,196.63
McKibben, Jason S	\$ 8,867.74
Podolski, Tyler	\$ 4,102.85
Ulrickson, Paul M	\$ 8,652.66

Home Department Description: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 5,794.86
Degroot, Gage	\$ 7,381.70
Dodge, Cindy J	\$ 1,030.71
Falkinburg, Delores D	\$ 4,889.73
Hancock, Thomas	\$ 1,800.00
Kilichowski, Owen J	\$ 6,059.79
Kimball, Michelle L	\$ 5,250.40
Murphy, Michael J	\$ 6,888.62
Sickler, Laurie A	\$ 4,874.55
Tillema, Luke	\$ 9,038.18
Walker, Richard E	\$ 6,888.62

Home Department Description: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 5,180.23
Anderson, Melissa Ann	\$ 3,327.31
Boucher, Robbie R	\$ 4,957.41
Bullard-Wolf, Christina	\$ 4,889.73
Bullard-Wolf, Travis D	\$ 4,423.00
Curelo, Steven	\$ 4,391.62
Foster, Krystle A	\$ 3,125.50
Helgeson, David	\$ 6,162.85
Reimche, Tyler J	\$ 6,273.12
Shefstad, Allen	\$ 7,600.01
Zuck, Darren S	\$ 5,696.44

Home Department Description: Library	
Name	Gross Pay
Aberle, Craig S	\$ 3,584.86

Name	Gross Pay
Anderson, Brandon	\$ 448.47
Bercier, Georgianna	\$ 1,087.75
Bickell, Destiny Jayd	\$ 2,088.79
Brown, Leah M	\$ 1,149.98
Carswell, Pamela E	\$ 5,096.57
Fagerland, Benjamin	\$ 800.64
Humble, Katie	\$ 451.51
Huseth, Valerie	\$ 3,441.90
Julson, Marcia G	\$ 4,319.28
Kranz, Martina Louise	\$ 787.91
Lien, Kathryn	\$ 3,331.53
Miller, Emily	\$ 30.28
Monley, Randi D	\$ 4,522.16
Moya, Zhaina	\$ 7,103.98
Ostlund, Emily	\$ 4,216.05
Pecoraro, Betty	\$ 2,024.45
Pikka, Joshua	\$ 5,788.00
Possen, Lacey A	\$ 3,881.68
Sartain, Zephyrique	\$ 810.45
Schneibel, Veronica	\$ 4,092.39
Stenglein, Amy	\$ 500.17
Timothy, Scott D	\$ 5,462.81
Wheeler, Mary P	\$ 5,389.31
Williams, David J	\$ 1,012.25
Williams, Jillian	\$ 330.17
Wolf, Julie M	\$ 3,601.36
Ziegler, Kassandra M	\$ 3,352.90

Home Department Description: Municipal Court

Name	Gross Pay
Beall, Ashley	\$ 4,635.82
Glines, Morgan	\$ 900.00
Nishek, Laurie	\$ 5,121.87
Tallman, Nicole	\$ 4,254.23
Tinkle, Staci	\$ 3,125.50

Home Department Description: National Disaster Recover

Name	Gross Pay
Barrette, Anthony	\$ 4,527.65
Plank, Christopher J	\$ 5,794.86

Home Department Description: Planning

Name	Gross Pay
Billingsley, Brian	\$ 11,008.46
Diedrichsen, Douglas Craig	\$ 8,188.18
Falconer, Daniel	\$ 4,640.06
Hornberger, Hannah L.	\$ 3,808.11
Zietz, Marjorie	\$ 5,354.78

Home Department Description: Police - Administration

Name	Gross Pay
Bachmeier, Kendra	\$ 3,069.87
Chapman, David J	\$ 8,392.87
Church, Jenna J	\$ 3,204.20
Foley, Jared S	\$ 9,626.29
Gessner, Cheryl K	\$ 5,859.32
Guthrie, Trisha K	\$ 4,297.94
Haug, Shane M	\$ 8,602.66
Klug, John M	\$ 11,008.46
Kolnes, Kimberly	\$ 3,204.20
McLeod, Matthew T	\$ 8,392.87
Olson, Ashley	\$ 4,345.43
Petersen, Carrie A	\$ 5,499.34
Roberts, Christine L	\$ 4,874.56
Sandusky, Caisee M	\$ 7,441.27
Schmidt, Denise	\$ 2,902.26
Shaw, Jarred	\$ 5,937.00
Sumlin, Robbie M	\$ 6,870.69
Sundbakken, Jason J	\$ 9,733.12
Watne, Mitchell R	\$ 5,859.03
Williams, Brian	\$ 7,292.04

Home Department Description: Police - Investigations

Name	Gross Pay
Asham, Carmen L	\$ 8,919.99
Casarez, Andres	\$ 7,128.88
Denovio, William	\$ 5,732.85
Dyke, Darren M	\$ 8,602.66
Guerton, Kristin	\$ 6,215.78
Hanks, Elijah	\$ 6,806.88
Heringer, Rebecca	\$ 4,713.01

Name	Gross Pay
Johnson, Charles S	\$ 9,015.37
Johnson, Greg W	\$ 7,880.56
Lentz, Stephanie M	\$ 6,795.79
Miller, Gannon E	\$ 6,080.08
Plessas, Dale J	\$ 9,495.77
Roach, Andrew	\$ 7,035.39
Wheeling, Jill	\$ 1,804.54

Home Department Description: Police - Patrol	
Name	Gross Pay
Adelman, Shane	\$ 6,627.42
Andrade, Memorie	\$ 6,736.24
Asham, Carmen L	\$ 8,919.99
Bach, Kolbe M	\$ 7,221.06
Bambenek, Jason L	\$ 8,100.31
Bartlett, Alec	\$ 4,272.42
Batteiger, Daniel W	\$ 6,629.00
Becker, Krysta	\$ 6,239.74
Berentson, Taylor	\$ 5,254.96
Black, Winston	\$ 2,181.25
Boswell, Jordan	\$ 4,673.53
Boyungs JR, Craig	\$ 3,303.29
Burghardt, Thomas	\$ 5,303.01
Burns, Paul C	\$ 4,993.89
Burtch, Tyler R	\$ 5,175.87
Carter, Ronald	\$ 6,911.75
Casarez, Andres	\$ 7,128.88
Connole, Michael W	\$ 7,339.13
Denovio, William	\$ 5,732.85
Evans, Amy	\$ 3,733.36
Gladback, Belinda	\$ 7,346.19
Gomez, Jose Steven	\$ 4,102.02
Gonzales, Daniel	\$ 4,899.86
Hall, Cullen	\$ 6,581.74
Harrington, Alexander D	\$ 5,656.48
Hathaway, Eric	\$ 5,477.80
Haug, Shane M	\$ 8,602.66
Hess, Andrew M	\$ 5,487.72
Hugg, Anthony	\$ 6,319.64
Jensen, Taylor A	\$ 9,006.13
Kiss, Sarah	\$ 5,372.87
Knutson, Zachary W	\$ 5,753.67
Labodda, Seth	\$ 5,832.73
Lakoduk, Ross Allen Macklin	\$ 7,800.92
Lovro, Mary Sanford	\$ 3,921.95

Name	Gross Pay
McLeod, Matthew T	\$ 8,392.87
Mehlhoff, Andrew K	\$ 4,427.36
Miller, Cody	\$ 2,555.93
Miller, Gannon E	\$ 6,080.08
Myers, Zackery Colin	\$ 7,779.53
Nielsen, Michael Anthony	\$ 3,897.70
Noyes, Joshua D	\$ 8,821.89
Olson, Jacob	\$ 8,510.13
Petersen, Carrie A	\$ 5,499.34
Pfeiffer, Peggy	\$ 5,475.94
Pollman, Dana	\$ 6,774.82
Presley, Jessica L	\$ 5,907.14
Reis, Shawn	\$ 6,402.26
Roach, Andrew	\$ 7,035.39
Roberts, Bobby R	\$ 4,808.86
Ruelle, Tyler J	\$ 7,743.60
Schoenrock, Stephen J	\$ 7,819.13
Shaide, Kristian	\$ 6,963.12
Shaw, Jarred	\$ 5,937.00
Somerville, Amanda M	\$ 5,515.19
Squyres, Heidi	\$ 2,955.79
Stebbleton, Tatum	\$ 4,951.49
Strandemo, Cole A	\$ 8,207.06
Suarez, Jonathan	\$ 5,162.35
Sullivan, Christian	\$ 5,629.69
Sumlin, Robbie M	\$ 6,870.69
Sundheim, Justin C	\$ 9,733.12
Washington, Anthony L	\$ 7,563.38
Watne, Mitchell R	\$ 5,859.03
Wegner, Shawn P	\$ 8,759.27
Wheeler, Daniel B	\$ 7,772.67
Wilkes, Jordan R	\$ 4,948.40
Williams, Brian	\$ 7,292.04

Home Department Description: Property Maintenance	
Name	Gross Pay
Coughlin, Brent	\$ 3,629.13
Eichstadt, Jacob	\$ 4,617.44
Espe, Scott A	\$ 3,513.09
Frazier, Eric	\$ 3,631.42
Heizelman, Grant L	\$ 6,242.51
Knatterud, Dena M	\$ 3,705.69
Lee, Rebecca	\$ 3,102.94
Rice, Alec D	\$ 4,648.58
Sickler, Kevin	\$ 8,759.27

Name	Gross Pay
Smith, Samuel Allen	\$ 3,259.10
West, Samantha M	\$ 3,404.55

Home Department Description: Public Information	
Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 6,556.17
Kvigne, T	\$ 4,780.71
Obenchain, Bryan	\$ 5,021.63

Home Department Description: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 4,969.23
Cofell, Benjamin H	\$ 7,793.60
Cuypers, Anthony J	\$ 4,000.84
Hoyt, Kari L	\$ 5,515.39
Jensen, Debra	\$ 3,449.95
Meyer, Veronica M	\$ 8,602.66
Schettler, Tristan	\$ 5,250.00
Sorenson, Jason S	\$ 11,618.74

Home Department Description: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 5,091.36
Hamel, Scott	\$ 5,433.30
Hammer, Reid	\$ 4,787.68
Ingold, Douglas A	\$ 4,798.66
Kraft, Joshua B	\$ 5,168.31
Lakoduk, Daltyn J	\$ 4,876.98
Marten, Harold L	\$ 4,423.00
Oange, Zephaniah N	\$ 4,936.90
Reynolds, Nicholas R	\$ 6,723.17
Shurtleff, Michael J	\$ 4,025.68
Simonson, Christopher A	\$ 4,976.22

Home Department Description: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 3,536.65
Brevik, Dax	\$ 5,062.19
Cimino, Robert Paul	\$ 4,291.28
Dutenhafer, Wayne A	\$ 2,158.74
Keller, Eric J	\$ 7,274.61
Kuglin, Troy D	\$ 5,121.89
LaValley, Christopher	\$ 3,214.09
Marmon, Shannon L	\$ 5,706.53

Name	Gross Pay
Olstad, Karlain L	\$ 3,577.83
Sloboden, Timothy J	\$ 5,706.55
Vannatta, Michael G	\$ 1,828.20

Home Department Description: Storm-Sewer	
Name	Gross Pay
Espe, Mark W	\$ 6,516.40
Heizelman, Dean A	\$ 3,995.80
Herslip, Christopher C	\$ 3,933.96
Hogencamp, Matthew	\$ 3,338.66
Iglesias, Adrian	\$ 4,814.19
Johnson, Colby	\$ 3,088.01
Kueffler, Alexander	\$ 3,121.76

Home Department Description: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 3,075.46
Braaten, Kevin A	\$ 8,602.66
Choquette, Marc F	\$ 5,287.99
Cicarelli, Robert S	\$ 4,014.75
Edwards, Nicholas S	\$ 4,122.58
Foster, Jacob	\$ 8,257.33
Fredericksen, Brandon L	\$ 5,301.74
Funke, Danny J	\$ 3,257.44
Grant, Zachary L	\$ 6,900.08
Gruse, Richard	\$ 3,083.25
Harvey, Dale A	\$ 5,518.51
Heizelman, Dean A	\$ 3,995.80
Herslip, Christopher C	\$ 3,933.96
Herzog, Rodney	\$ 2,878.70
Hogencamp, Matthew	\$ 3,338.66
Huntzinger, Brian D	\$ 4,732.82
Kueffler, Alexander	\$ 3,121.76
Ledoux, Gattlin	\$ 800.90
Lower, Robert	\$ 3,992.64
Mackay, Brooke	\$ 4,176.72
Monk, Harry	\$ 3,429.81
Monley, Lucas	\$ 4,798.95
Neuhalfen, Scott J	\$ 3,856.99
Oberdick, Wilfred	\$ 4,267.91
Oswalt, Matthew	\$ 4,668.03
Patterson Jr., Rex	\$ 432.03
Reynolds, Nicholas R	\$ 6,723.17
Sanchez, David L	\$ 3,560.87
Scofield, Garrett D	\$ 6,350.07

Name	Gross Pay
Skinner, Lehmann	\$ 4,672.00
Torres, Diego Enrique	\$ 3,088.57
Vind, Roger T	\$ 5,391.13
Votava, Jon Jared	\$ 2,983.75
Wood, Justin G	\$ 5,246.42

Home Department Description: Traffic	
Name	Gross Pay
Behrens, Jeffrey W	\$ 5,884.89
Bieger, Michael	\$ 3,381.96
Degenstein, Joseph	\$ 4,546.07
Derr, Nathan P	\$ 4,437.47
Joersz, Stephen	\$ 9,038.18
Rodman, David F	\$ 6,995.12
Sanchez, David L	\$ 3,560.87
Steen, Jeffery	\$ 1,489.09

Home Department Description: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	\$ 1,608.56
Billings, Douglas E	\$ 3,647.58
Cooper, Dean	\$ 2,030.51
Cutaiar, Joseph	\$ 6,088.83
Hochsprung, Kory	\$ 4,137.07
Horinka, Brian L	\$ 8,759.27
Newbury, Tina M	\$ 4,273.99
Olson, Sheri	\$ 1,673.73
Robinson, Nicole	\$ 3,280.42
Schalesky, Marty	\$ 3,137.77
Shekleton, Michael	\$ 4,246.39
Sigurdson, Debbie	\$ 4,761.09
Stacy, Brent Allen	\$ 1,250.30
Tinkle, Staci	\$ 3,125.50

Home Department Description: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 4,207.13
Dutenhafer, Miranda S	\$ 5,272.57
Grilley, Jamie N	\$ 3,292.49

Home Department Description: Water Distribution	
Name	Gross Pay
Bell, Ryan A	\$ 3,410.33
Bergrude, Carson	\$ 3,259.67

Name	Gross Pay
Brandt, Kelly G	\$ 2,676.88
Burckhard, Terry	\$ 3,306.84
Burnley, Cory	\$ 3,380.77
Christianson, Kurt A	\$ 5,376.57
Finken, Chad G	\$ 5,108.85
Gable, Joseph shane	\$ 344.87
Hudson, Kasey L	\$ 5,548.58
Kelly, Kevin J	\$ 5,380.62
Knoop, Scot M	\$ 5,122.53
Lockyer, Cody M	\$ 4,110.45
Opperude, Darin B	\$ 3,563.07
Randash, Brian K	\$ 6,259.38
Reisenauer, Rick	\$ 4,369.58
Reynolds, John E	\$ 7,603.48
Rieke, Dustin B	\$ 5,364.82
Robinson, Derek	\$ 4,814.95
Rockwell, Nicholas paul	\$ 1,596.79
Schnase, Cyndi J	\$ 4,874.56
Sloboden, Jacob	\$ 3,805.30
Westergaard, Steve B	\$ 6,287.07
Wiggins, Kaitlynn	\$ 3,581.35

Home Department Description: Water Treatment Plant	
Name	Gross Pay
Andrysiak, Richard J	\$ 4,755.71
Dinsmoore, Marissa R	\$ 3,546.56
Fjeld, Debra A	\$ 1,076.80
Haider, Mark A	\$ 5,275.67
Hall, Steven M	\$ 1,276.80
Herd, Peter J	\$ 3,626.82
Kittelson, Collin	\$ 4,448.99
Kopp, Timothy J	\$ 5,008.76
Lopez, Ryan	\$ 3,909.17
O'Keefe, Kevin	\$ 4,640.06
Paddock, Mark A	\$ 8,418.55
Parton, Janet L	\$ 5,277.04
Pederson, Robert A	\$ 5,267.40
Plesuk, Sara Dawn	\$ 3,209.19
Racine, Riley	\$ 3,144.35
Reimche, Keith R	\$ 5,526.51
Rensland, Brandon T	\$ 5,376.24
Seifert, Justin R	\$ 6,586.17
Sims, Aaron	\$ 3,184.25
Solberg, Stuart	\$ 1,307.62
Walker, James Alonso	\$ 3,912.57

\$ 2,729,103.98

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
05/03/2024	PM050324	100005680	MINOT PARK DISTRICT		Park Mass 05.03.2024	\$1,413.74	\$0.00
05/07/2024	JV050724	300632	GENERAL ONE TIME PAY	The Title Team	Earnest deposit for 100 3rd St	\$1,000.00	\$0.00
05/10/2024	JO051024	300633	1 CALL SEPTIC SERVICES, INC		Recycling Transport x 3 Trips	\$8,028.54	\$0.00
	JO051024	300634	4 ACRES WELDING & FABRICATION, INC		Sharpening digging bit for bac	\$120.00	\$0.00
	JO051024	300635	ACKERMAN ESTVOLD		4546 - MINOT INTERMODAL FACILI	\$32,869.65	\$0.00
	JO051024	300636	ACME TOOLS		Concrete core bit	\$8.90	\$0.00
	JO051024	300637	ADP SCREENING & SELECTION SERVICES		Background Check costs	\$263.18	\$0.00
	JO051024	300638	AMERICAN WELDING & GAS, INC.		Carbon Dioxide	\$4,606.50	\$0.00
	JO051024	300639	APEX ENGINEERING GROUP		4577 - BEL AIR/WASHINGTON SAF	\$37,806.04	\$0.00
	JO051024	300640	AQUA-PURE, INC.		Peristatic pumps	\$4,043.67	\$0.00
	JO051024	300641	AVI SYSTEMS, INC		Alarm Monitoring Servies	\$600.00	\$0.00
	JO051024	300642	BALCO UNIFORM COMPANY, INC.		2024 Replacement Body Armor Pu	\$10,280.20	\$0.00
	JO051024	300643	BEST BUY BUSINESS ADVANTAGE ACCOUNT		Airport Replacement Displays (	\$12,959.84	\$0.00
	JO051024	300644	BORDER STATES INDUSTRIES, INC.		Airfield light bulbs for both	\$6,540.95	\$0.00
	JO051024	300645	BRADY MARTZ		UNITED PULSE TRADING, INC. COM	\$3,450.00	\$0.00
	JO051024	300646	BUTLER MACHINERY CO.		HOSE ASSEMBLY; CAT BUILT HOSE	\$472.99	\$0.00
	JO051024	300647	CARLA FAY CLIFFORD		Project # 4577 Easement Paymen	\$782.36	\$0.00
	JO051024	300648	CDM SMITH		CDM SMITH CONTRACT - NDR	\$92,705.50	\$0.00
	JO051024	300724	CITY OF MINOT		Dylan Wagner Restitution MI-20	\$210.00	\$0.00
	JO051024	300649	CPS, LTD		4241.1 - CELL 7 DESIGN & STORM	\$6,950.66	\$0.00
	JO051024	300650	CREATIVE CONCRETE		concrete saw cutting	\$828.00	\$0.00
	JO051024	300651	DACOTAH PAPER CO.		CLEANING SUPPLIES	\$487.90	\$0.00
	JO051024	300652	DAKOTA AGRONOMY PARTNERS, LLC		Bulk Round up	\$1,256.25	\$0.00
	JO051024	300653	DAKOTALAND AUTOGLASS		INSTALL GLASS DOOR	\$160.00	\$0.00
	JO051024	300654	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees for April 2	\$1,432.92	\$0.00
	JO051024	300655	DR. ANTHONY TATMAN		Critical Hire	\$25.00	\$0.00
	JO051024	300656	ECOLAB PEST ELIMINATION DIVISION		PEST CONTROL AND AIR QUALITY P	\$825.38	\$0.00
	JO051024	300657	EIDE BAILLY LLP		ANNUAL INDEPENDENT FINANCIAL A	\$1,258.75	\$0.00
	JO051024	300658	EMPLOYEE ONE TIME PAY	Aaron Sims	Operator Training	\$135.70	\$0.00
	JO051024	300659	EMPLOYEE ONE TIME PAY	Aaron Sims	CDL Reimbursement- Aaron Sims	\$25.00	\$0.00
	JO051024	300660	EMPLOYEE ONE TIME PAY	Jacob Sloboden	School & Training	\$135.70	\$0.00
	JO051024	300661	EMPLOYEE ONE TIME PAY	James Walker	Lincoln Math Class/ Deg Testin	\$76.70	\$0.00
	JO051024	300662	EMPLOYEE ONE TIME PAY	Jameson Hayden	Hazmat IQ Class	\$47.20	\$0.00
	JO051024	300663	EMPLOYEE ONE TIME PAY	Jason Angelo	Tuition Reimbursement Risk Man	\$942.30	\$0.00
	JO051024	300664	EMPLOYEE ONE TIME PAY	Katelynn Wiggins	School & Training	\$135.70	\$0.00
	JO051024	300665	EMPLOYEE ONE TIME PAY	Kevin Okeefe	State Certification training/	\$244.20	\$0.00
	JO051024	300666	EMPLOYEE ONE TIME PAY	Kristin Van Grinsven	Tyler Connect Conference- Kris	\$182.87	\$0.00
	JO051024	300667	EMPLOYEE ONE TIME PAY	Krystle Foster	TAKING DEPOSIT TO CITY HALL FR	\$62.65	\$0.00

JO051024	300668	EMPLOYEE ONE TIME PAY	Maria Romanick	AAAE Annual Conference	\$202.13	\$0.00
JO051024	300669	EMPLOYEE ONE TIME PAY	Melissa Anderson	TAKING DEPOSIT TO CITY HALL FR	\$33.17	\$0.00
JO051024	300670	EMPLOYEE ONE TIME PAY	Miranda Dutenhafer	TYLER CONNECT CONFERENCE	\$252.46	\$0.00
JO051024	300671	EMPLOYEE ONE TIME PAY	Peter Herd	Lincoln Math Class/ Deg Testin	\$250.90	\$0.00
JO051024	300672	EMPLOYEE ONE TIME PAY	Riley Racine	Operator Training	\$135.70	\$0.00
JO051024	300673	EMPLOYEE ONE TIME PAY	Ryan Lopez	Lincoln Math Class/ Deg Testin	\$76.70	\$0.00
JO051024	300674	EMPLOYEE ONE TIME PAY	Sara Plesuk	Operator Training	\$135.70	\$0.00
JO051024	300675	ENERBASE		APRIL 23 2024 FUEL	\$51,072.59	\$0.00
JO051024	300676	FERGUSON		replacement plugs for Milliken	\$1,751.44	\$0.00
JO051024	300677	WATERWORKS #2516 FIRST DISTRICT HEALTH UNIT		FIRST DISTRICT HEALTH UNIT SER	\$26,500.00	\$0.00
JO051024	300678	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$759.00	\$0.00
JO051024	300679	FLEETMIND SOLUTIONS, INC.		May Fleetmind Software Agreeeme	\$2,120.01	\$0.00
JO051024	300680	G & P COMMERCIAL SALES		Custodial Supplies	\$987.02	\$0.00
JO051024	300681	GAFFANEYS		Copier Maintenance	\$573.89	\$0.00
JO051024	300682	GALLAGHER BENEFIT SERVICES, INC.		FY2024 GASB 74/75 ACTUARIAL VA	\$14,350.00	\$0.00
JO051024	300683	GALLS, LLC		Shirt for patrol	\$931.08	\$0.00
JO051024	300684	GEFROH ELECTRIC		Electrical Work - Bldg. B	\$23,594.50	\$0.00
JO051024	300685	GENERAL ONE TIME PAY	BCBS	Sharla Cordova Restitution MI-	\$30.00	\$0.00
JO051024	300686	GENERAL ONE TIME PAY	Carson Rockwell	Overpayment/refund vacated jud	\$60.00	\$0.00
JO051024	300687	GENERAL ONE TIME PAY	Cashwise	Isileli Masima Restitution MI-	\$25.00	\$0.00
JO051024	300688	GENERAL ONE TIME PAY	Colton J Olson	Eric Benz Restitution MI-2024-	\$1,500.00	\$0.00
JO051024	300689	GENERAL ONE TIME PAY	Jennifer Demshur Baker	Chase Toulou Restitution MI-20	\$25.00	\$0.00
JO051024	300690	GENERAL ONE TIME PAY	Kevina Click	Wendy Beston Restitution MI-20	\$10.00	\$0.00
JO051024	300691	GENERAL ONE TIME PAY	Lindsay Elizabeth Kreger	Benjamin Vandenberghe Restitut	\$100.00	\$0.00
JO051024	300692	GENERAL ONE TIME PAY	Market Place Liquor	Shelah Palmer Restitution MI-2	\$10.00	\$0.00
JO051024	300693	GENERAL ONE TIME PAY	Marla Ann Zeitz	Thomas Chafin Restitution MI-2	\$10.00	\$0.00
JO051024	300694	GENERAL ONE TIME PAY	Minot Park District	Stephen Brewer Restitution MI-	\$100.00	\$0.00
JO051024	300695	GENERAL ONE TIME PAY	Patrick Schroder	Shaila Soiseth Restitution MI-	\$50.00	\$0.00
JO051024	300696	GENERAL ONE TIME PAY	Rodney Brian Neuhalfen	Justin Hoiland Restitution MI-	\$50.00	\$0.00
JO051024	300697	GENERAL ONE TIME PAY	Sierra Inn	Kevin Conti Restitution MI-201	\$20.00	\$0.00
JO051024	300698	GENERAL TRADING		011; BLUE LOCKTITE 24200	\$351.87	\$0.00
JO051024	300701	GRAPHICS LETTERING & TRIM		Lettering for Black Explorer -	\$640.00	\$0.00
JO051024	300702	GRAYMONT WESTERN US INC.		Lime	\$86,143.00	\$0.00
JO051024	300704	GREGORY A. GURNEY		TEMPORARY EASEMENT	\$300.00	\$0.00
JO051024	300703	GUARDIAN FLEET SAFETY		P9 Upfitting and Equipment	\$57,230.35	\$0.00
JO051024	300705	HAWKINS, INC.		fluoride	\$31,798.28	\$0.00
JO051024	300707	HIGH POINT NETWORKS, LLC		eSaaS, ESSM and M365 backup (M	\$2,855.50	\$0.00
JO051024	300708	HYDRO KLEAN		4723 - 2024 SANITARY SEWER REH	\$247,348.00	\$0.00
JO051024	300709	INTERNATIONAL CITY MANAGEMENT		City manager pension	\$627.72	\$0.00
JO051024	300710	ASSOCIATION RFT. INTERSTATE BATTERY SYSTEM		007; BATTERY MTP-65	\$940.70	\$0.00
JO051024	300699	JOHN DEERE FINANCIAL		--; CHUTE KIT	\$1,576.93	\$0.00

JO051024	300711	JORGE L PAGAN		APPRAISAL OF MOOSE LODGE PROPE	\$16,000.00	\$0.00
JO051024	300712	KARL'S TV & APPLIANCE		Drum Roller for Dryer Repair	\$46.89	\$0.00
JO051024	300713	LARSON ELECTRIC, INC.		Labor	\$98.00	\$0.00
JO051024	300714	LOCATORS & SUPPLIES		Locate marking paint	\$1,426.85	\$0.00
JO051024	300715	M-B COMPANIES, INC		Unit 327/328 broom bristle waf	\$4,698.66	\$0.00
JO051024	300717	MAIN ELECTRIC CONSTRUCTION		PO 5917 Main Elec INV 48189 fo	\$46,327.57	\$0.00
JO051024	300718	MARCO, INC.		Marco Copier Maintenance INV 1	\$192.50	\$0.00
JO051024	300719	MIDWEST TAPE		Children's DVDs	\$24.99	\$0.00
JO051024	300716	MINOT AREA CHAMBER EDC		MACEDEC SERVICE AGREEMENT 2024	\$46,637.50	\$0.00
JO051024	300720	MINOT AREA COUNCIL OF THE ARTS, INC		MINOT AREA COUNCIL OF THE ARTS	\$3,333.33	\$0.00
JO051024	300721	MINOT AUTO		FRONT BRAKE ROTORS	\$139.96	\$0.00
JO051024	300722	MINOT COMMISSION ON AGING		COMMISSION ON AGING SERVICE AG	\$12,875.00	\$0.00
JO051024	300723	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$816.41	\$0.00
JO051024	300725	MOORE ENGINEERING, INC		4667- Edison SRTS Engineering	\$85,735.60	\$0.00
JO051024	300726	NAPA AUTO PARTS		LIGHT; STOP/TURN LEFT HAND LIG	\$3,192.77	\$0.00
JO051024	300727	NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION		NCDA INVOICE #FY25-373DUES	\$550.00	\$0.00
JO051024	300728	ND DEPT OF WATER RESOURCES		HSPS ELECTRICITY USAGE MAR 202	\$11,663.03	\$0.00
JO051024	300729	ND FIREFIGHTER'S ASSOCIATION		Certification Retest	\$70.00	\$0.00
JO051024	300730	ND MUNICIPAL ATTORNEYS ASSOC		2024 Membership Dues - Stef, N	\$105.00	\$0.00
JO051024	300731	ND ONE CALL, INC.		APR 2024 LOCATE TICKETS WATER,	\$1,476.95	\$0.00
JO051024	300732	ND SAFETY COUNCIL, INC.		NDSC Membership Fees (HR)	\$380.00	\$0.00
JO051024	300733	ND STATE RADIO COMM.		NLETS Annual License Renewal	\$4,458.00	\$0.00
JO051024	300735	NORTH DAKOTA LIVING		ND LIVING TRAVEL GUIDE ADVERTI	\$2,218.75	\$0.00
JO051024	300734	NORTH DAKOTA STATE'S ATTORNEYS' ASSOCIATION		2024 Membership Dues	\$300.00	\$0.00
JO051024	300736	NORTHWEST TIRE AND RETREAD		TIRE; REPAIR TIRE	\$7,988.07	\$0.00
JO051024	300737	NOVA FIRE PROTECTION CO.		Fire System Repair - Central R	\$1,694.00	\$0.00
JO051024	300738	NS CORPORATION		Bus Wash Repair Parts	\$159.40	\$0.00
JO051024	300739	NYBAKKEN BODY SHOP		P7 repair (bumper/rear panel)	\$2,151.00	\$0.00
JO051024	300740	O'REILLY AUTO PARTS		MOTOR; STARTER	\$400.00	\$0.00
JO051024	300741	OLSON'S TOWING		April 2024 Towing Invoice	\$2,459.50	\$0.00
JO051024	300742	POWERDMS, INC		Web-based Training and Evaluat	\$3,150.00	\$0.00
JO051024	300743	PRINGLE & HERIGSTAD, P.C.		Kacy Spangler Restitution MI-2	\$570.00	\$0.00
JO051024	300744	PROCOLLECT		Collection Fees	\$25.36	\$0.00
JO051024	300745	PROTECH INTEGRATIONS, LLC		Camera System service	\$262.50	\$0.00
JO051024	300746	RAFTELIS FINANCIAL CONSULTANTS, INC		Community Input Meetings and D	\$17,686.00	\$0.00
JO051024	300747	RDO EQUIPMENT CO		Unit 311 - snow pusher (Underp	\$167.01	\$0.00
JO051024	300748	REFUND ONE TIME PAY	BERNHARDT, TONY	UB 23570 1601 14TH	\$14.10	\$0.00
JO051024	300749	REFUND ONE TIME PAY	CONCRETE MOBILE	GB Customer ID 347 Bill #17074	\$50.00	\$0.00
JO051024	300750	REFUND ONE TIME PAY	LIVING WELL PROPERTIES LLC	UB 2406 1200 GLACIAL	\$192.57	\$0.00
JO051024	300751	REFUND ONE TIME PAY	LONG, MAY	UB 22622 2031 12TH	\$14.86	\$0.00

	JO051024	300752	REFUND ONE TIME PAY	MYERS, ROBERT W.	UB 6320 517 22ND	\$13.80	\$0.00
	JO051024	300753	REFUND ONE TIME PAY	NOGOSEK, BRANDON	UB 16056 708 6TH	\$5.41	\$0.00
	JO051024	300754	REFUND ONE TIME PAY	TRINITY HEALTH	UB 16018 727 5TH	\$52.65	\$0.00
	JO051024	300755	RHI SUPPLY		Boiler Control Board	\$417.77	\$0.00
	JO051024	300756	ROLLKALL		Subscription to RollKall	\$16.00	\$0.00
	JO051024	300757	TECHNOLOGIES LLC ROTARY CLUB OF		CLUB DUES/MEALS APR-JUN 2024	\$186.00	\$0.00
	JO051024	300758	MINOT SANITATION		BLANK COVER	\$2,800.10	\$0.00
	JO051024	300759	PRODUCTS SCHOCKS SAFE AND		Feed point locks and keys	\$427.60	\$0.00
	JO051024	300706	LOCK SERVICE SCOTT HELL		TEMPORARY EASEMENT FOR 4798- W	\$300.00	\$0.00
	JO051024	300760	SIGN SOLUTIONS USA		airport property sign and stak	\$451.03	\$0.00
	JO051024	300761	SOURIS BASIN		SBPC SERVICE AGREEMENT 2024	\$1,666.00	\$0.00
	JO051024	300762	PLANNING COUNCIL SOURIS RIVER JOINT		3529 - FLOOD CONTROL DESIGN -	\$367,594.82	\$0.00
	JO051024	300763	WATER RESOURCE SUNSET LAW		2024 Ammunition Purchase	\$14,708.00	\$0.00
	JO051024	300764	ENFORCEMENT, LLC SWANSTON		034; 10X32 COMBO	\$34,521.18	\$0.00
	JO051024	300765	EQUIPMENT COMPANIES TERMINAL SUPPLY CO.		CAP; ELECTRICAL CAP	\$87.94	\$0.00
	JO051024	300766	TIMMONS GROUP		4705 - CITYWORKS AND GIS SUPPO	\$8,600.00	\$0.00
	JO051024	300700	TIMOTHY P BROOKS		Facepiece, Neck Strap, Chest S	\$7,245.40	\$0.00
	JO051024	300767	TRAFFIC CONTROL CORPORATION		AUTOSCOPE SOFTWARE	\$1,250.00	\$0.00
	JO051024	300768	TRANE COMPANY		HVAC Filters	\$110.10	\$0.00
	JO051024	300769	TRINITY HEALTH		Trinity Invoice for C.Wagon, J	\$2,642.40	\$0.00
	JO051024	300770	TRINITY MEDICAL GROUP		Trinity Medical Group (ER Docs	\$649.00	\$0.00
	JO051024	300771	TYLER TECHNOLOGIES, INC.		Tyler Cashiering to CityWorks	\$7,425.00	\$0.00
	JO051024	300772	U.S. POST OFFICE		UB BULK MAIL CHECK - RETURN TO	\$5,000.00	\$0.00
	JO051024	300773	UNIFORM CENTER		Badges - Officer and Sergeant	\$1,253.00	\$0.00
	JO051024	300774	UNITED MAILING SERVICE		POSTAGE/SHIPPING	\$420.01	\$0.00
	JO051024	300775	VISIT MINOT		LODGING TAXES COLLECTED	\$35,795.62	\$0.00
	JO051024	300776	WAGNER		4241.1 - CELL 7 CONSTRUCTION	\$8,700.00	\$0.00
	JO051024	300777	CONSTRUCTION WALLWORK TRUCK		SEAL; REV HD DRIVE	\$11,829.18	\$0.00
	JO051024	300778	CENTER MINOT WARD COUNTY BAR		2024 Membership Dues - Nick	\$75.00	\$0.00
	JO051024	300779	ASSOCIATION WESTLIE FORD		CANISTER; EVAP CANISTER ASSY	\$335.93	\$0.00
	JO051024	300780	WESTLIE TRUCK CENTER		CAP; FUEL CAP	\$80.64	\$0.00
05/16/2024	JV051624	300781	FORENSIC STORE		CELLEBRITE SUBSCRIPTION	\$6,321.00	\$0.00
	JV051624	300782	M&T FIRE AND SAFETY, INC.		Structural turnout gear	\$16,129.68	\$0.00
	JV051624	300783	SMART PLANET SOFTWARE, LLC		Start Up Fee for Fleet Paths P	\$5,499.00	\$0.00
05/21/2024	JO052124	300784	ARAMARK		ARAMARK - FLOOR MAT CLEANING	\$273.16	\$0.00
	JV052624	300924	48 NORTH CONCRETE CONSTRUCTION INC		curb repair	\$16,120.00	\$0.00
	JV052624	300925	ACKERMAN ESTVOLD		4620 - DOWNTOWN MINOT WAYFINDI	\$10,693.75	\$0.00
	JV052624	300926	ACME TOOLS		FUEL SENDER	\$119.90	\$0.00
	JV052624	300927	ADVANCED BUSINESS METHODS		Copy Machine Maintenance	\$2,115.34	\$0.00
	JV052624	300928	AMANO MCGANN, INC.		Parking Ramp Equipment Repair	\$949.73	\$0.00
	JV052624	300929	AMERICAN GARAGE DOOR		Replacing existing SRE West ga	\$21,500.00	\$0.00
	JV052624	300932	BAKER & TAYLOR BOOKS		Smoke	\$0.75	\$0.00

JV052624	300933	BARR ENGINEERING		4618.1 BARR ENG LITTLE ROOSEVE	\$1,750.50	\$0.00
JV052624	300935	BORDER STATES INDUSTRIES, INC.		beacon light for main sluice g	\$178.33	\$0.00
JV052624	300936	CAPFIRST EQUIPMENT FINANCE		4748 - 2023 CATERPILLAR 906-14	\$20,367.47	\$0.00
JV052624	300939	CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC		CPSM PUBLIC SAFETY ASSESSMENT	\$12,526.92	\$0.00
JV052624	300975	CITY OF FARGO		Basic SWAT Course Registration	\$300.00	\$0.00
JV052624	300976	CITY OF FARGO		Basic SWAT Course Registration	\$300.00	\$0.00
JV052624	301020	CITY OF MINOT		Kaitlyn McGillis Restitution M	\$10.00	\$0.00
JV052624	300937	CORE & MAIN		locator repair	\$493.94	\$0.00
JV052624	300938	CPS, LTD		4580 - LF ENTRANCE & RECYCLING	\$34,677.50	\$0.00
JV052624	300940	CREATIVE CONCRETE		repair concrete floor in weldi	\$33,669.00	\$0.00
JV052624	300941	CURT'S STARTER & ALT. SERVICE		Plunger repair kit	\$118.55	\$0.00
JV052624	300942	DACOTAH PAPER CO.		CLEANING SUPPLIES	\$274.29	\$0.00
JV052624	300943	DAKOTA CONCRETE CONSTRUCTION		Catch Basin, Curb and sidewalk	\$21,304.50	\$0.00
JV052624	300944	DAKOTA SUPPLY GROUP		GAS COCK BALL VALVE FNPTXFNPT	\$13.72	\$0.00
JV052624	300945	DECOMM VENTURES, LP		APRIL AIR SERVICE CHARGE	\$2,400.00	\$0.00
JV052624	300946	DIG IT UP BACKHOE SERVICE		Waterline Repair	\$34,350.00	\$0.00
JV052624	300947	DORSEY & WHITNEY		Cypress Development 10/30/23 B	\$716.19	\$0.00
JV052624	300948	EAPC		DOWNTOWN TRANSIT TRANSFER FACI	\$1,304.55	\$0.00
JV052624	300949	ECOLAB PEST ELIMINATION DIVISION		PEST CONTROL AND AIR QUALITY P	\$401.18	\$0.00
JV052624	300950	EMPLOYEE ONE TIME PAY	Aaron Peterson	Special Ops Training Conferenc	\$135.70	\$0.00
JV052624	300951	EMPLOYEE ONE TIME PAY	Alec Takashige	Snow symposium	\$272.20	\$0.00
JV052624	300952	EMPLOYEE ONE TIME PAY	Amanda Somerville	Blue to Gold Week Long- Amanda	\$265.50	\$0.00
JV052624	300953	EMPLOYEE ONE TIME PAY	Andres Casarez	Tuition Reimbursement Crimes A	\$1,791.90	\$0.00
JV052624	300954	EMPLOYEE ONE TIME PAY	Andres Casarez Jr	UAS-Drone & Training Taser- An	\$188.80	\$0.00
JV052624	300955	EMPLOYEE ONE TIME PAY	Andrew Hess	Blue to Gold Week Long- Andrew	\$265.50	\$0.00
JV052624	300956	EMPLOYEE ONE TIME PAY	Andrew Roach	Drug and Gang Conference- Andr	\$177.00	\$0.00
JV052624	300957	EMPLOYEE ONE TIME PAY	Andrew Roach	SWAT Basic- Andrew Roach	\$295.00	\$0.00
JV052624	300958	EMPLOYEE ONE TIME PAY	Belinda Gladback	Blue to Gold Week Long- Belind	\$265.50	\$0.00
JV052624	300959	EMPLOYEE ONE TIME PAY	Brandon Davis	Snow symposium	\$255.20	\$0.00
JV052624	300960	EMPLOYEE ONE TIME PAY	Cole Strandemo	Tactical Drone Training- Cole	\$147.50	\$0.00
JV052624	300961	EMPLOYEE ONE TIME PAY	Gannon Miller	NDPOA Gangs and Drug conferenc	\$177.00	\$0.00
JV052624	300962	EMPLOYEE ONE TIME PAY	Harold Stewart	GOSMA Conference	\$509.20	\$0.00
JV052624	300963	EMPLOYEE ONE TIME PAY	Jacob Olson	Instructor Training Taser- Jac	\$88.50	\$0.00
JV052624	300964	EMPLOYEE ONE TIME PAY	Jennifer Eckman	AAAE Annual Conference	\$256.95	\$0.00
JV052624	300965	EMPLOYEE ONE TIME PAY	Jennifer Eckman	FLY-ND Conference	\$389.08	\$0.00
JV052624	300966	EMPLOYEE ONE TIME PAY	Jordan Wilkes	Blue to Gold Week Long- Jordan	\$265.50	\$0.00
JV052624	300967	EMPLOYEE ONE TIME PAY	Joshua Noyes	Tuition Reimbursement Crimes A	\$1,791.90	\$0.00
JV052624	300968	EMPLOYEE ONE TIME PAY	Kerry Schriock	Special Ops Training Conferenc	\$135.70	\$0.00
JV052624	300969	EMPLOYEE ONE TIME PAY	Kristin Van Grinsven	Lyft Reimbursement- Kristin	\$41.99	\$0.00
JV052624	300970	EMPLOYEE ONE TIME PAY	Samantha Newman	Tuition Reimbursement French &	\$2,000.00	\$0.00

JV052624	300971	EMPLOYEE ONE TIME PAY	Sara Plesuk	CDL License Reimbursment	\$15.00	\$0.00
JV052624	300972	EMPLOYEE ONE TIME PAY	Taylor Jensen	NPCA explosive cart- Taylor Je	\$171.10	\$0.00
JV052624	300973	ENERBASE		UNLEADED	\$50,106.75	\$0.00
JV052624	300974	FACTORY MOTOR PARTS		001; AIR FILTER 6891/88891/P53	\$704.12	\$0.00
JV052624	300978	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$748.00	\$0.00
JV052624	300979	FIRST WESTERN INSURANCE		Policy #IM0000377 ND Insurance	\$2.00	\$0.00
JV052624	300980	FORZA FORENSICS, LLC		Crime Scene Investigation Cour	\$800.00	\$0.00
JV052624	300981	GALE		Large Print Books	\$95.17	\$0.00
JV052624	300982	GALLS, LLC		PDU Pants	\$430.48	\$0.00
JV052624	300983	GEFROH ELECTRIC		Electrician service work.	\$2,414.00	\$0.00
JV052624	300984	GENERAL ONE TIME PAY	Baymont Inn & Suites	Baymont Inn & Suites Occup Aud	\$627.42	\$0.00
JV052624	300985	GENERAL ONE TIME PAY	Jonah Hatfield	Book found on shelf (Patron ow	\$18.99	\$0.00
JV052624	300986	GENERAL ONE TIME PAY	Katherine Faul	Book found on shelf (patron re	\$9.99	\$0.00
JV052624	300987	GENERAL ONE TIME PAY	Mark Vibeto	Sprinkler damage caused by sno	\$28.25	\$0.00
JV052624	300988	GENERAL ONE TIME PAY	Maureen Samantha Ferguson	Shantay Schwarzenberger Resti	\$10.00	\$0.00
JV052624	300989	GENERAL ONE TIME PAY	Teresa Hunt	Alexander Pittenger Restitutio	\$25.00	\$0.00
JV052624	300990	GENERAL ONE TIME PAY	Walmart	Shaunna Blackdog Restitution M	\$6.94	\$0.00
JV052624	300991	GENERAL ONE TIME PAY	Welcome Suites	Welcome Suites Occupancy Tax A	\$369.45	\$0.00
JV052624	300992	GENERAL TRADING		009; VERSA CRIMP	\$130.35	\$0.00
JV052624	300993	GOOSENECK IMPLEMENT COMPANY		12 ft Batwing Mower	\$17,400.00	\$0.00
JV052624	300995	GRANITE SPRINGS CO.		Distilled water for the lab, I	\$474.50	\$0.00
JV052624	300996	GREAT PLAINS		Baldor pump	\$547.18	\$0.00
JV052624	300997	TECHNICAL SERVICES GUARDIAN FLEET		2020 FORD PIU (Black, #P-14)	\$148.48	\$0.00
JV052624	300998	SAFETY HANSON'S		4831 - 2024-2025 NUISANCE ABAT	\$7,074.45	\$0.00
JV052624	300999	EXCAVATING HARLOW'S BUS SALES, INC.		KIT; SIDE RAIL REPAIR KIT	\$986.46	\$0.00
JV052624	301000	HOUSTON		UTILITY RATE MODEL	\$22,247.45	\$0.00
JV052624	301001	ENGINEERING, INC. INFORMATION TECHNOLOGY		DEVELOPMENT VPN/MFA/STATE NET FIBER APR 24	\$3,190.60	\$0.00
JV052624	301002	DEPARTMENT INTERNATIONAL CITY MANAGEMENT		City manager pension	\$624.56	\$0.00
JV052624	301003	ASSOCIATION RET. INTERSTATE BATTERY SYSTEM		BATTERY; BATTERY	\$1,430.60	\$0.00
JV052624	301005	JET LINE SALES & SERVICE, LLC		camera parts	\$10,123.99	\$0.00
JV052624	301004	JOHN BEAN TECHNOLOGIES CORP -		chain and sprocket for jet bri	\$457.48	\$0.00
JV052624	300994	OGDEN JOHN DEERE		001; AIR FILTER	\$1,723.94	\$0.00
JV052624	301006	FINANCIAL KIWANIS CLUB OF		Membership Fees Kiwanis Invoic	\$150.00	\$0.00
JV052624	301007	MINOT L-TRON CORPORATION		Thermal paper for vehicle based	\$741.70	\$0.00
JV052624	301008	LAWSON PRODUCTS, INC.		blue marking paint	\$1,017.96	\$0.00
JV052624	301009	M & S SHEET METAL, INC.		Jetbridge 4 - rotunda compress	\$4,337.75	\$0.00
JV052624	301011	MARY LOU ALBERT		2024 Edison SRTS Easement	\$300.00	\$0.00
JV052624	301012	MATTSON		BROADWAY CIRCLE - MATTSON	\$101,293.17	\$0.00
JV052624	301013	CONSTRUCTION MEDICARE CHOICE GROUP, LLC		CONS Medicare Choice Education	\$5,000.00	\$0.00

JV052624	301023	MELANIE MOORE		Shop Foreman Civil service exa	\$70.00	\$0.00
JV052624	301014	MIDSTATES WIRELESS, INC.		Radio Repairs at Station #3	\$342.50	\$0.00
JV052624	301015	MIDWEST TAPE		Children's DVDs	\$182.18	\$0.00
JV052624	301016	MILLER LAW OFFICE, P.C.		Roger Fowler Crt App Att Fee M	\$2,388.42	\$0.00
JV052624	301010	MINOT AREA CHAMBER EDC		ANNUAL SUBSCRIPTION FOR LOIS S	\$4,500.00	\$0.00
JV052624	301017	MINOT AUTO		LIGHT; LED WORK LIGHT	\$263.49	\$0.00
JV052624	301018	MINOT DAILY NEWS		HHW NEWSPAPER AD	\$621.00	\$0.00
JV052624	301019	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$815.62	\$0.00
JV052624	301021	MOBILE MINI		MOBILE MINI STORAGE CONTAINERS	\$825.20	\$0.00
JV052624	301024	MTI DISTRIBUTING CO.		Unit 332 rear tire spare - rim	\$301.04	\$0.00
JV052624	301025	NAPA AUTO PARTS		Accidentally paid twice	\$2,838.47	\$0.00
JV052624	301026	NARDINI FIRE EQUIPMENT		Fire Monitoring Annual Fee - R	\$368.00	\$0.00
JV052624	301027	ND DEPT OF WATER RESOURCES		MAY 2024 WATER FROM NAWS	\$49,459.32	\$0.00
JV052624	301032	ND E-WASTE, LLC		E-Waste Recycling Fee for Spri	\$9,531.78	\$0.00
JV052624	301028	ND FIREFIGHTER'S ASSOCIATION		Retest for Ropes Certification	\$50.00	\$0.00
JV052624	301029	ND FRATERNAL ORDER OF POLICE		Police Union Due's/ Legal Defe	\$1,471.50	\$0.00
JV052624	301030	NDDEQ		State Lab Tests	\$685.86	\$0.00
JV052624	301031	NEWMAN TRAFFIC SIGNS		2024 Yearly Region Sign Replac	\$6,063.64	\$0.00
JV052624	301033	NORTHWEST TIRE AND RETREAD		TIRE; REPAIR TIRE	\$3,288.04	\$0.00
JV052624	300977	PARKLAND USA CORPORATION		008; DIESEL EXHAUST FLUID	\$1,886.93	\$0.00
JV052624	300931	PEC SOLUTIONS LLC		GENETEC CAMERA ISSUES	\$276.00	\$0.00
JV052624	301034	PERFORMANCE KENNELS, INC		E-Collar for Bach	\$350.00	\$0.00
JV052624	301035	PRAIRIE SUPPLY		--; SHOP SUPPLIES	\$352.35	\$0.00
JV052624	301036	PROCOLLECT		APRIL PROCOLLECT FEES UB	\$2,044.38	\$0.00
JV052624	301037	RDO EQUIPMENT		Excavator Rental	\$1,893.29	\$0.00
JV052624	301038	REFUND ONE TIME PAY	1ST MINOT MANAGEMENT	UB 85348 700 4TH	\$73.80	\$0.00
JV052624	301039	REFUND ONE TIME PAY	City of Minot	UB 3716 1109 DELMAR	\$1,328.60	\$0.00
JV052624	301040	REFUND ONE TIME PAY	HODGE, NANCY J	UB 932 715 22ND	\$28.60	\$0.00
JV052624	301041	RESOURCE CONSULTANTS, LLC		2025-2029 CONSOLIDATED PLAN	\$4,717.50	\$0.00
JV052624	301042	ROLAC CONTRACTING		Contract Withholding: 300562	\$60,070.20	\$0.00
JV052624	301043	SANITATION PRODUCTS		001; HYDRAULIC FILTERS	\$72.25	\$0.00
JV052624	301044	SCHOLASTIC, INC.		Children's Books	\$74.96	\$0.00
JV052624	301045	SCHULTZ PROPERTY MAINTENANCE, LLC		Boulevard Repair At 1701 11th	\$850.00	\$0.00
JV052624	301046	SCUBA ONE INC		Pool Training for Dive	\$2,000.00	\$0.00
JV052624	301047	SHERWIN WILLIAMS		Credit on account 3143-8921-4	\$571.77	\$0.00
JV052624	301048	SHORT ELLIOTT		SRE BLOWER AND LOADER - DEVELO	\$21,875.00	\$0.00
JV052624	301049	HENDRICKSON, INC		3529.1a - MREFPP MI-5A: LEVEE	\$160,569.71	\$0.00
JV052624	301050	SOURIS RIVER JOINT WATER RESOURCE STRATA CORPORATION		4818 - 2024 SANITARY SEWER REH	\$110,555.28	\$0.00
JV052624	301051	SUNDRE SAND & GRAVEL, INC.		1220.28 Tons Class 5 Gravel	\$25,103.94	\$0.00
JV052624	301052	SWANSTON EQUIPMENT COMPANIES		015; VIBRATION HYDRAULIC MOTOR	\$6,867.66	\$0.00
JV052624	300934	TED BOLTON		GOLDEN CORNER PARKING LOT MAIN	\$752.50	\$0.00
JV052624	301053	THOMSON REUTERS- WEST PAYMENT CENTER		May 2024 Subscription	\$387.00	\$0.00
JV052624	301054	TRINITY HEALTH		March 2024 ER Room Inmate Invo	\$5,132.31	\$0.00
JV052624	301055	UNIFORM CENTER		Insulated Shirts	\$9,169.02	\$0.00

	JV052624	301056	UNITED MAILING SERVICE	4/29/24 - 5/10/24 UNITED MAILI	\$253.07	\$0.00
	JV052624	301057	VANGUARD APPRAISALS	SERVICE FEES	\$3,040.00	\$0.00
	JV052624	301058	VESTIS GROUP, INC.	ARAMARK - FLOOR MAT CLEANING	\$210.76	\$0.00
	JV052624	301059	VISIT MINOT	May 2024 Motor Vehicle Tax	\$21,238.24	\$0.00
	JV052624	301060	WARD COUNTY AUDITOR	March 2024 Inmate Invoice - WC	\$17,750.00	\$0.00
	JV052624	301022	WAYNE MOE	Snow Removal	\$810.00	\$0.00
	JV052624	301061	WESTLIE FORD	--; RIGHT FLEX EXHAUST	\$1,293.15	\$0.00
	JV052624	301062	WESTLIE TRUCK CENTER	ELECTRICAL; JUNCTION BOX, MAIN	\$452.24	\$0.00
	JV052624	300930	ZACHARY JOHNSHOY	Valve Basin 1	\$222.06	\$0.00
05/25/2024	WEX0424	100005679	WEX HEALTH, INC	April 2024 WEX/FSA	\$281.40	\$0.00
					\$2,620,513.17	\$0.00

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES

Charge these funds:

100	Airport	\$	27,082.17
120	Cemetery		4,865.58
125	Parking Authoirty		376.25
130	Garbage		
	Collection		21,274.42
	Landfill		30,171.00
140	Water/Sewer		
	Storm Sewer Maintenance		11,885.75
	Water Supply		61,993.66
	Water Distribution		42,874.00
	Sewer		27,438.83
	Utility Billing		6,772.42
150	Renaissance Parking Ramp		381.42
150	Central Parking Ramp		381.42
205	Public Transportation		8,166.75
210	Library		8,796.00
	Total Transferred	\$	<u>252,459.67</u>

Electronic Payments:

AFLAC	-
BCBS	393,976.10
Federal Tax Withholding	-
Deferred Comp	26,503.25
NDPERS	179,292.52
Empower	69,548.82
Verendrye	76,809.24
Montana Dakota Utilities	18,404.27
Xcel Energy	153,256.32
Discovery Benefits	104,328.92
Unum Group Insurance	4,740.09
ADP Payroll taxes wire 5/10/2024 & 5/24/2024	298,918.44
ADP Payroll Wage garnishment 5/10/2024 and 5/24/2024	12,809.38
ADP Payroll Taxes wire Alderman	-
ADP Payroll Taxes wire Pension	-
ADP CCD Payroll Fees	14,743.01
State of ND- ASA Bond	158,000.00
Stop payment Check # 300407	30.00
Payroll Void, Federal Taxes withheld	(1,017.63)

Total	\$ <u>1,510,342.73</u>
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Posting date	Transaction date	Supplier	Amount
5/1/2024	4/29/2024	Bismarck Hotel And Confer	192.60
5/1/2024	4/29/2024	Menards Minot Nd	9.98
5/1/2024	4/29/2024	Carquest Auto	1,055.04
5/1/2024	4/29/2024	Carquest Auto	14.46
5/1/2024	4/29/2024	Bismarck Hotel And Confer	192.60
5/1/2024	4/30/2024	Gemar Photography	200.00
5/1/2024	4/30/2024	Amzn Mktp Us	214.44
5/1/2024	4/30/2024	Df Supply Inc	458.35
5/1/2024	4/30/2024	Border States Industries	5,312.52
5/1/2024	4/30/2024	Government Finance Offic	150.00
5/1/2024	4/30/2024	Amzn Mktp Us	16.17
5/1/2024	4/30/2024	Amzn Mktp Us	250.00
5/1/2024	4/30/2024	Amzn Mktp Us	44.97
5/1/2024	4/30/2024	Wm Supercenter #1567	19.64
5/1/2024	4/30/2024	Holiday Stations 0399	57.58
5/1/2024	4/30/2024	Amzn Mktp Us	23.99
5/1/2024	4/30/2024	Amazon.Com*n793180p3	39.99
5/1/2024	4/30/2024	Amzn Mktp Us	49.24
5/1/2024	4/30/2024	Holiday Stations 0399	51.39
5/2/2024	4/30/2024	Guadalajara Mexican Rest	45.63
5/2/2024	4/30/2024	American Association O	75.00
5/2/2024	4/30/2024	Autopay/Dish Ntwk	202.10
5/2/2024	4/30/2024	Menards Minot Nd	44.18
5/2/2024	4/30/2024	Fedex274012585195	49.49
5/2/2024	4/30/2024	Awg 2557	225.00
5/2/2024	4/30/2024	Officemax/Depot 6513	163.38
5/2/2024	4/30/2024	Kwik Trip #1020	31.01
5/2/2024	4/30/2024	Delta Air	30.00
5/2/2024	5/1/2024	Amzn Mktp Us	76.99
5/2/2024	5/1/2024	Transportation Security C	1,000.00
5/2/2024	5/1/2024	Amazon.Com*7n4vy3613	201.60
5/2/2024	5/1/2024	Amzn Mktp Us	26.13
5/2/2024	5/1/2024	Amazon Ret* 113-411914	10.48
5/2/2024	5/1/2024	Scheels Minot	99.00
5/2/2024	5/1/2024	Magic City Car Wash	600.00
5/2/2024	5/1/2024	Rock N Rescue	187.86
5/2/2024	5/1/2024	Schocks Safe And Lock Se	37.45
5/2/2024	5/1/2024	Schocks Safe And Lock Se	50.00
5/2/2024	5/1/2024	Acme Tools Minot	142.10
5/2/2024	5/1/2024	Amzn Mktp Us	299.80
5/2/2024	5/1/2024	Border States Industries	1,381.02
5/2/2024	5/1/2024	Amzn Mktp Us	244.31
5/2/2024	5/1/2024	Amzn Mktp Us	6.98
5/2/2024	5/1/2024	Amzn Mktp Us	99.85
5/2/2024	5/1/2024	Amzn Mktp Us	23.49
5/2/2024	5/1/2024	Home Of Economy-#4	659.99
5/2/2024	5/1/2024	Sq *ole Olsons Towing &	191.00
5/2/2024	5/1/2024	All American Trophies & S	24.00
5/2/2024	5/2/2024	Pitney Bowes Pi	59.90

5/2/2024	5/2/2024 Dmi* Dell K-12/Govt	387.10
5/3/2024	5/1/2024 Everspring Inn & Suite	192.60
5/3/2024	5/1/2024 Menards Minot Nd	34.56
5/3/2024	5/1/2024 National Animal Care And	25.00
5/3/2024	5/1/2024 Omni Nashville	1,120.02
5/3/2024	5/1/2024 Everspring Inn & Suite	192.60
5/3/2024	5/1/2024 Menards Minot Nd	59.99
5/3/2024	5/1/2024 Everspring Inn & Suite	192.60
5/3/2024	5/1/2024 All Safe Industries	599.51
5/3/2024	5/1/2024 Clareys Safety Equipment	1,149.58
5/3/2024	5/1/2024 Rhi Supply Minot	65.70
5/3/2024	5/1/2024 Cloverdale Foods Co	57.50
5/3/2024	5/1/2024 Everspring Inn & Suite	192.60
5/3/2024	5/1/2024 Carquest Auto	20.16
5/3/2024	5/1/2024 Hortons Quality K9 Equipm	41.90
5/3/2024	5/1/2024 Ck Holiday # 06431	220.00
5/3/2024	5/1/2024 Officemax/Depot 6513	22.98
5/3/2024	5/1/2024 Fedex274063765970	12.25
5/3/2024	5/1/2024 Menards Minot Nd	9.98
5/3/2024	5/1/2024 Omni Nashville	1,120.02
5/3/2024	5/2/2024 Amazon Mar* 111-186799	20.99
5/3/2024	5/2/2024 Frontier Precision Inc	678.80
5/3/2024	5/2/2024 Amzn Mktp Us	119.00
5/3/2024	5/2/2024 Tractor-Supply-Co #0130	139.99
5/3/2024	5/2/2024 Amzn Mktp Us	108.99
5/3/2024	5/2/2024 Surveysparrow	39.00
5/3/2024	5/2/2024 Amzn Mktp Us	159.96
5/3/2024	5/2/2024 Amzn Mktp Us	41.91
5/3/2024	5/2/2024 Amzn Mktp Us	74.26
5/3/2024	5/2/2024 Grainger	111.00
5/3/2024	5/2/2024 Tlo Transunion	236.30
5/3/2024	5/2/2024 Amzn Mktp Us	82.43
5/3/2024	5/2/2024 Srt Communications, Inc	942.28
5/3/2024	5/2/2024 Srt Communications, Inc	9,804.84
5/3/2024	5/2/2024 Border States Industries	35.30
5/3/2024	5/2/2024 Border States Industries	745.65
5/3/2024	5/2/2024 Batteries Plus #0639	262.50
5/3/2024	5/2/2024 North Country Mercantile	114.80
5/3/2024	5/2/2024 Mtrssuperstore	179.75
5/3/2024	5/2/2024 Fedex	12.44
5/3/2024	5/2/2024 Fbi Leeda Inc	350.00
5/6/2024	5/2/2024 Menards Minot Nd	67.40
5/6/2024	5/2/2024 Prairie Supply Inc	170.00
5/6/2024	5/2/2024 Tractor Supply Co #5509	267.98
5/6/2024	5/2/2024 Party City 1146	100.00
5/6/2024	5/2/2024 The Home Depot #3703	40.74
5/6/2024	5/2/2024 Officemax/Depot 6513	149.14
5/6/2024	5/2/2024 Peninsula Glass Co	129.75
5/6/2024	5/2/2024 The Home Depot #3703	17.88
5/6/2024	5/2/2024 Menards Minot Nd	45.59

5/6/2024	5/2/2024 Menards Minot Nd	93.13
5/6/2024	5/2/2024 Kwik Trip #1020	29.55
5/6/2024	5/2/2024 Officemax/Depot 6513	73.98
5/6/2024	5/2/2024 Network Fleet, Inc.	476.13
5/6/2024	5/3/2024 Menards Minot Nd	21.46
5/6/2024	5/3/2024 224 Hardees Dickinson	27.49
5/6/2024	5/3/2024 470 Auto Value - Minot	159.19
5/6/2024	5/3/2024 Delta Air	662.20
5/6/2024	5/3/2024 Hilton Advpurch8002367113	396.52
5/6/2024	5/3/2024 Delta Air	662.20
5/6/2024	5/3/2024 Holiday Inn Hotel & Conv	332.07
5/6/2024	5/3/2024 Holiday Inn Hotel & Conv	332.07
5/6/2024	5/3/2024 The Home Depot #3703	57.20
5/6/2024	5/3/2024 Amzn Mktp Us	364.73
5/6/2024	5/3/2024 Nddot-DI-Minot	5.00
5/6/2024	5/3/2024 Menards Minot Nd	52.80
5/6/2024	5/3/2024 Tiger Discount Truck Sto	47.73
5/6/2024	5/3/2024 Marketplace Foods	25.99
5/6/2024	5/3/2024 All Safe Industries	4,045.16
5/6/2024	5/3/2024 Clareys Safety Equipment	252.34
5/6/2024	5/3/2024 Cenex-Enerbase	20.00
5/6/2024	5/3/2024 Holiday Stations 0399	48.06
5/6/2024	5/3/2024 Mattern Family Meats	151.28
5/6/2024	5/3/2024 Rhi Supply Minot	310.84
5/6/2024	5/3/2024 Dakota Supply Group - Min	13.03
5/6/2024	5/3/2024 Amzn Mktp Us	21.63
5/6/2024	5/3/2024 North Prairie Rural Wate	113.18
5/6/2024	5/3/2024 Core & Main - Nd002	298.08
5/6/2024	5/3/2024 Core & Main - Nd002	1,692.32
5/6/2024	5/3/2024 Officemax/Depot 6513	123.46
5/6/2024	5/3/2024 Ndsu Parking & Trans	10.00
5/6/2024	5/3/2024 Stamart_01222	34.00
5/6/2024	5/3/2024 Fargo Holiday Inn Exp We	153.60
5/6/2024	5/3/2024 Runnings Of Monticello	74.08
5/6/2024	5/3/2024 Packtrack	140.00
5/6/2024	5/3/2024 Exxon Jamestown I-94	27.94
5/6/2024	5/3/2024 Hilton Garden Inn	481.50
5/6/2024	5/3/2024 Holiday Inn Express Hote	481.50
5/6/2024	5/3/2024 Holiday Inn Express Hote	481.50
5/6/2024	5/4/2024 Dmi* Dell K-12/Govt	209.99
5/6/2024	5/5/2024 Adobe *adobe	21.49
5/6/2024	5/5/2024 Wal-Mart #1636	104.46
5/6/2024	5/5/2024 Wal-Mart #4569	455.53
5/6/2024	5/5/2024 Amazon Ret* 390vfm2405	189.98
5/7/2024	4/30/2024 Border States Industries	(5,312.52)
5/7/2024	5/5/2024 Country Inn & Suites A	693.00
5/7/2024	5/6/2024 Oreilly 1537	9.98
5/7/2024	5/6/2024 In *stallion Air Incorpor	396.91
5/7/2024	5/6/2024 Amazon.Com*6i8z68mb3	94.89
5/7/2024	5/6/2024 Amazon.Com*i29re60d3	50.59

5/7/2024	5/6/2024 North Country Sports	50.36
5/7/2024	5/6/2024 In *industrial Chem Labs	877.36
5/7/2024	5/6/2024 Amzn Mktp Us	74.37
5/7/2024	5/6/2024 Schocks Safe And Lock Se	12.00
5/7/2024	5/6/2024 Dakota Fluid Power, Inc.	151.72
5/7/2024	5/6/2024 Vistaprint Corporate Solu	64.92
5/8/2024	5/6/2024 Amazon Ret* 111-174614	(79.99)
5/8/2024	5/6/2024 Menards Minot Nd	29.00
5/8/2024	5/6/2024 The Home Depot #3703	72.72
5/8/2024	5/6/2024 Officemax/Depot 6513	195.66
5/8/2024	5/6/2024 Nova Fire Protection	225.00
5/8/2024	5/6/2024 Menards Minot Nd	13.26
5/8/2024	5/6/2024 North Prairie Rural Wate	107.30
5/8/2024	5/6/2024 Economy Auto Glass	353.90
5/8/2024	5/6/2024 Carquest Auto	539.96
5/8/2024	5/6/2024 Menards Minot Nd	56.91
5/8/2024	5/6/2024 Fargo Holiday Inn Exp We	(14.60)
5/8/2024	5/7/2024 Farstad Oil Minot	770.90
5/8/2024	5/7/2024 Arrowhead Ace	27.58
5/8/2024	5/7/2024 Fastenal Company 01ndmin	128.59
5/8/2024	5/7/2024 Amzn Mktp Us	79.99
5/8/2024	5/7/2024 Cdl School Online	89.00
5/8/2024	5/7/2024 Tractor-Supply-Co #0130	119.98
5/8/2024	5/7/2024 Algt Conf* Allegiant T	285.00
5/8/2024	5/7/2024 Amazon.Com*r561l00a3	48.00
5/8/2024	5/7/2024 Schocks Safe And Lock Se	6.50
5/8/2024	5/7/2024 Vzwrlls*my Vz Vb P	212.40
5/8/2024	5/7/2024 In *dakota Fire Extinguis	101.17
5/8/2024	5/7/2024 In *dakota Fire Extinguis	76.04
5/8/2024	5/7/2024 Hach Company	44.55
5/8/2024	5/7/2024 Clute Office Equipment	809.92
5/8/2024	5/7/2024 Northern Hydraulics Inc	278.51
5/8/2024	5/8/2024 Adobe *adobe	(21.49)
5/9/2024	5/7/2024 Carquest Auto	57.58
5/9/2024	5/7/2024 Allegnt Air,4nj	291.00
5/9/2024	5/7/2024 Napa Parts 0027632	495.98
5/9/2024	5/7/2024 Menards Minot Nd	21.95
5/9/2024	5/7/2024 All Safe Industries	4,082.66
5/9/2024	5/7/2024 Menards Minot Nd	42.96
5/9/2024	5/7/2024 Korman Signs Inc	438.84
5/9/2024	5/7/2024 Kwik Trip #1020	44.80
5/9/2024	5/8/2024 Fs Com Inc	1,063.20
5/9/2024	5/8/2024 Amazon.Com*ge7le8ko3	439.22
5/9/2024	5/8/2024 Amazon.Com	(5.65)
5/9/2024	5/8/2024 Amazon.Com	(3.64)
5/9/2024	5/8/2024 Sq *the Bark Porch Inc	96.00
5/9/2024	5/8/2024 Dacotah Paper Co	62.32
5/9/2024	5/8/2024 Fei, Inc.	(2,432.27)
5/9/2024	5/8/2024 Fei, Inc.	1,714.02
5/9/2024	5/8/2024 Sp Excel Solutions	228.48

5/9/2024	5/8/2024 Acme Tools Minot	399.98
5/9/2024	5/8/2024 Lowes Printing	90.00
5/9/2024	5/8/2024 Wave - *aerosimple Llc	6,000.00
5/9/2024	5/8/2024 Holiday Stations 0446	30.61
5/9/2024	5/8/2024 Hach Company	906.00
5/9/2024	5/8/2024 Zoom.Us 888-799-9666	149.90
5/9/2024	5/8/2024 Dacotah Paper Co	332.30
5/9/2024	5/8/2024 Sq *arcadia Cognerati	(650.00)
5/9/2024	5/8/2024 Grainger	240.98
5/9/2024	5/8/2024 Cadlink Technology Corpor	300.00
5/9/2024	5/8/2024	3.00
5/9/2024	5/8/2024 Minot Veterinary Clinic	17,918.00
5/9/2024	5/8/2024 Www.Aboutphaseacademy.	550.00
5/9/2024	5/9/2024 Amazon Retail* 7485	66.99
5/10/2024	5/8/2024 Rhi Supply Minot	54.72
5/10/2024	5/8/2024 Officemax/Depot 6513	55.98
5/10/2024	5/8/2024 Napa Parts 0027632	62.97
5/10/2024	5/8/2024 Carquest Auto	8.73
5/10/2024	5/8/2024 Menards Minot Nd	82.87
5/10/2024	5/8/2024 Menards Minot Nd	65.12
5/10/2024	5/8/2024 Napa Parts 0027632	13.32
5/10/2024	5/8/2024 Action Targets	208.37
5/10/2024	5/8/2024 Menards Minot Nd	241.79
5/10/2024	5/8/2024 Fedex274409782737	12.25
5/10/2024	5/8/2024 Fedex274372514141	46.85
5/10/2024	5/9/2024 Holiday Stations 0446	38.91
5/10/2024	5/9/2024 Macs Minot, Nd	19.96
5/10/2024	5/9/2024 Macs Minot, Nd	25.39
5/10/2024	5/9/2024 470 Auto Value - Minot	319.99
5/10/2024	5/9/2024 Nd Environmental Quali	1.25
5/10/2024	5/9/2024 Nd Dept Of Environment	50.00
5/10/2024	5/9/2024 Dacotah Paper Co	76.94
5/10/2024	5/9/2024 Wm Supercenter #1636	101.31
5/10/2024	5/9/2024 Verizonwrlss	71.73
5/10/2024	5/9/2024 Schocks Safe And Lock Se	21.25
5/10/2024	5/9/2024 Flash Valet	2,419.23
5/10/2024	5/9/2024 Flash Valet	1,650.00
5/10/2024	5/9/2024 Holiday Stations 0446	21.53
5/10/2024	5/9/2024 Enerbase Service Dept	100.00
5/10/2024	5/9/2024 Ebay O*19-11539-48344	182.85
5/10/2024	5/9/2024 Column Public Notice	86.58
5/10/2024	5/9/2024 Column Public Notice	241.28
5/10/2024	5/9/2024 Holiday Stations 0446	31.25
5/10/2024	5/9/2024 Tj Appliance Service	69.99
5/10/2024	5/9/2024 Tj Appliance Service	329.98
5/10/2024	5/9/2024 Nd Dept Of Environment	50.00
5/10/2024	5/9/2024 Nd Environmental Quali	1.25
5/10/2024	5/9/2024 Ndsu-Ext Pest Pro	115.00
5/10/2024	5/9/2024 Dmi* Dell K-12/Govt	209.99
5/10/2024	5/9/2024 Dmi* Dell K-12/Govt	1,156.32

5/10/2024	5/9/2024 Border States Industries	125.20
5/10/2024	5/10/2024 Dmi* Dell K-12/Govt	209.99
5/10/2024	5/10/2024 Dmi* Dell K-12/Govt	1,773.08
5/13/2024	5/9/2024 Officemax/Depot 6513	53.36
5/13/2024	5/9/2024 Rhi Supply Minot	270.34
5/13/2024	5/9/2024 Menards Minot Nd	219.98
5/13/2024	5/9/2024 Grand Williston Hotel	213.80
5/13/2024	5/9/2024 Grand Williston Hotel	213.80
5/13/2024	5/9/2024 Grand Williston Hotel	(21.20)
5/13/2024	5/9/2024 Grand Williston Hotel	213.80
5/13/2024	5/9/2024 Menards Minot Nd	33.14
5/13/2024	5/9/2024 Menards Minot Nd	89.00
5/13/2024	5/9/2024 Menards Minot Nd	69.91
5/13/2024	5/9/2024 Kwik Trip #1020	44.06
5/13/2024	5/9/2024 Menards Minot Nd	172.35
5/13/2024	5/10/2024 Napa Parts 0027632	77.88
5/13/2024	5/10/2024 Acme Tools Minot	25.85
5/13/2024	5/10/2024 Amazon.Com*fe5rn7tj3	320.47
5/13/2024	5/10/2024 Amzn Mktp Us	42.47
5/13/2024	5/10/2024 Amzn Mktp Us	34.95
5/13/2024	5/10/2024 In *bag Llc	300.00
5/13/2024	5/10/2024 Amazon.Com*725i32hf3	18.00
5/13/2024	5/10/2024 Holiday Stations 0420	75.01
5/13/2024	5/10/2024 Napa Parts 0027632	223.06
5/13/2024	5/10/2024 Briteway Window Cleaning	2,790.00
5/13/2024	5/10/2024 Amazon Ret* 112-965298	323.82
5/13/2024	5/10/2024 Hulu 877-8244858 Ca	86.98
5/13/2024	5/10/2024 Spi*directv Service	152.99
5/13/2024	5/10/2024 Amzn Mktp Us	44.31
5/13/2024	5/10/2024 Tractor-Supply-Co #0130	50.97
5/13/2024	5/10/2024 Menards Minot Nd	31.52
5/13/2024	5/10/2024 Fei, Inc.	(1,714.01)
5/13/2024	5/10/2024 Fei, Inc.	1,594.43
5/13/2024	5/10/2024 Amzn Mktp Us	57.96
5/13/2024	5/10/2024 North Country Sports	36.00
5/13/2024	5/10/2024 Menards Minot Nd	87.96
5/13/2024	5/10/2024 Marriott Dt City Creek	656.70
5/13/2024	5/10/2024 Little Caesars 1654 0005	226.34
5/13/2024	5/10/2024 Amzn Mktp Us	116.85
5/13/2024	5/10/2024 Py *swanson & Warcup, Ltd	1,479.00
5/13/2024	5/10/2024 Py *swanson & Warcup, Ltd	1,955.00
5/13/2024	5/10/2024 Py *swanson & Warcup, Ltd	46.00
5/13/2024	5/10/2024 Doubletree Hotels	223.21
5/13/2024	5/10/2024 Exxon Billings 11 #1053	63.53
5/13/2024	5/10/2024 Conoco - Glendive 1 1205	35.47
5/13/2024	5/10/2024 The Home Depot #3703	54.08
5/13/2024	5/10/2024 Officemax/Depot 6513	69.98
5/13/2024	5/10/2024 Py *swanson & Warcup, Ltd	435.00
5/13/2024	5/10/2024 Warner Electric Llc	161.56
5/13/2024	5/10/2024 Amazon Ret* Mpojd2405	229.98

5/13/2024	5/10/2024 Bwy*fbinat Natl Office	125.00
5/13/2024	5/10/2024 Wm Supercenter #1636	99.82
5/13/2024	5/11/2024 Amzn Mktp Us	727.85
5/13/2024	5/11/2024 Amzn Mktp Us	226.30
5/13/2024	5/11/2024 Mgm Grand - Adv Dep	282.32
5/13/2024	5/11/2024 Harbor Freight Tools3246	20.48
5/13/2024	5/11/2024 Ndrin-Nd Land Records	30.00
5/13/2024	5/11/2024 Kfc F275017	217.96
5/13/2024	5/11/2024 Menards Minot Nd	154.93
5/13/2024	5/11/2024 Fedex274525819510	46.85
5/13/2024	5/11/2024 Dmi* Dell K-12/Govt	209.99
5/13/2024	5/11/2024 Dmi* Dell K-12/Govt	209.99
5/13/2024	5/11/2024 Staples Inc	50.29
5/13/2024	5/12/2024 Amzn Mktp Us	707.62
5/13/2024	5/12/2024 Amazon.Com*z16a209e3	14.97
5/13/2024	5/12/2024 Adobe *adobe	29.99
5/14/2024	5/12/2024 Country Inn & Suites A	693.00
5/14/2024	5/13/2024 Amzn Mktp Us	314.96
5/14/2024	5/13/2024 Cummins Inc - E9	2,691.31
5/14/2024	5/13/2024 Vzwlss*apocc Visb	40.01
5/14/2024	5/13/2024 Amazon.Com*rq8pc57u3	52.90
5/14/2024	5/13/2024 Amzn Mktp Us	17.95
5/14/2024	5/13/2024 Amzn Mktp Us	153.42
5/14/2024	5/13/2024 Amzn Mktp Us	31.95
5/14/2024	5/13/2024 Amzn Mktp Us	7.48
5/14/2024	5/13/2024 Macs Minot, Nd	9.99
5/14/2024	5/13/2024 Canva* I04150-57335658	108.00
5/14/2024	5/13/2024 Amzn Mktp Us	89.85
5/14/2024	5/13/2024 Amazon Ret* 210tg24051	40.97
5/14/2024	5/13/2024 Common Sense Plus	30.00
5/14/2024	5/13/2024 Core & Main - Nd002	1,349.47
5/14/2024	5/13/2024 Vzwlss*apocc Visb	3,456.99
5/14/2024	5/13/2024 Government Finance Offic	85.00
5/14/2024	5/13/2024 Gotocom*gotoassist	4,440.00
5/14/2024	5/13/2024 Vistaprint Corporate Solu	64.92
5/14/2024	5/14/2024 Amzn Mktp Us	16.76
5/14/2024	5/14/2024 Uline	1,610.53
5/15/2024	5/13/2024 Ibuy Stores Inc	829.23
5/15/2024	5/13/2024 Carquest Auto	23.87
5/15/2024	5/13/2024 Rhi Supply Minot	68.21
5/15/2024	5/13/2024 Exxon Superpumper #32	29.90
5/15/2024	5/13/2024 Marketplace Foods S	335.16
5/15/2024	5/13/2024 Menards Minot Nd	264.45
5/15/2024	5/13/2024 Kwik Trip #1020	32.69
5/15/2024	5/13/2024 Officemax/Depot 6513	79.99
5/15/2024	5/14/2024 Mn Vly Testing Labs	1,849.00
5/15/2024	5/14/2024 Fastenal Company 01ndmin	2.80
5/15/2024	5/14/2024 Arrowhead Ace	43.98
5/15/2024	5/14/2024 Lowes Garden Center	692.49
5/15/2024	5/14/2024 Ndsparade.Com	65.00

5/15/2024	5/14/2024 Amzn Mktp Us	14.79
5/15/2024	5/14/2024 Amzn Mktp Us	31.88
5/15/2024	5/14/2024 Zoom.Us 888-799-9666	15.99
5/15/2024	5/14/2024 Sq *more Than Music	240.00
5/15/2024	5/14/2024 All American Trophies & S	36.00
5/15/2024	5/14/2024 Macs Minot, Nd	20.34
5/15/2024	5/14/2024 North Country Sports	24.00
5/15/2024	5/14/2024 Column Public Notice	34.32
5/15/2024	5/14/2024 Column Public Notice	138.84
5/15/2024	5/14/2024 Faa Rmbrsle Agrmnts	14,900.76
5/15/2024	5/14/2024 Home Of Economy-#4	20.94
5/15/2024	5/15/2024 North Dakota Library A	60.00
5/15/2024	5/15/2024 Dmi* Dell K-12/Govt	1,464.61
5/16/2024	5/8/2024 Sq *arcadia Cognerati	(650.00)
5/16/2024	5/14/2024 Menards Minot Nd	42.98
5/16/2024	5/14/2024 Carquest Auto	10.65
5/16/2024	5/14/2024 Tractor-Supply-Co #0130	3.89
5/16/2024	5/14/2024 Cenex-Express Mart	398.09
5/16/2024	5/14/2024 The Home Depot 3703	281.24
5/16/2024	5/14/2024 Budget Music And Video	173.29
5/16/2024	5/14/2024 Marketplace Foods	23.70
5/16/2024	5/14/2024 Rhi Supply Minot	102.36
5/16/2024	5/14/2024 Menards Minot Nd	45.99
5/16/2024	5/14/2024 Menards Minot Nd	163.72
5/16/2024	5/14/2024 Napa Parts 0027632	25.96
5/16/2024	5/14/2024 Menards Minot Nd	39.48
5/16/2024	5/14/2024 Grand Williston Hotel	(21.20)
5/16/2024	5/14/2024 West Oaks Animal Hospital	85.84
5/16/2024	5/14/2024 Officemax/Depot 6513	24.99
5/16/2024	5/14/2024 Material Testing Services	281.67
5/16/2024	5/14/2024 Material Testing Services	1,342.43
5/16/2024	5/14/2024 The Home Depot #3703	165.91
5/16/2024	5/14/2024 Rhi Supply Minot	7.09
5/16/2024	5/14/2024 Menards Minot Nd	7.99
5/16/2024	5/14/2024 Officemax/Depot 6513	60.98
5/16/2024	5/15/2024 In *dakota Fire Extinguis	101.13
5/16/2024	5/15/2024 Dakota Supply Group - Min	15.64
5/16/2024	5/15/2024 Border States Industries	36.25
5/16/2024	5/15/2024 Joann Stores #172	104.16
5/16/2024	5/15/2024 Amazon.Com*ax8bw0vc3	17.72
5/16/2024	5/15/2024 Verizonwrlss	29.25
5/16/2024	5/15/2024 Verizonwrlss	124.97
5/16/2024	5/15/2024 Acme Tools Minot	399.00
5/16/2024	5/15/2024 Acme Tools Minot	598.00
5/16/2024	5/15/2024 Acme Tools Minot	599.00
5/16/2024	5/15/2024 Gooseneck Implement	16.26
5/16/2024	5/15/2024 National Registry Emt	104.00
5/16/2024	5/15/2024 Monnit Corporation	45.00
5/16/2024	5/15/2024 Vzwrllss*apocc Visb	440.32
5/16/2024	5/15/2024 Nd Environmental Quali	1.25

5/16/2024	5/15/2024 Nd Dept Of Environment	50.00
5/16/2024	5/15/2024 Acme Tools Minot	334.20
5/16/2024	5/15/2024 Amazon Marketp* P-Card	227.04
5/17/2024	5/15/2024 The Home Depot #3703	113.95
5/17/2024	5/15/2024 Cenex-Farmers Union Oil	77.50
5/17/2024	5/15/2024 Sp Sweepscrub.Com	(150.19)
5/17/2024	5/15/2024 Menards Minot Nd	12.12
5/17/2024	5/15/2024 West Oaks Animal Hospital	19.40
5/17/2024	5/15/2024 Kwik Trip #1020	44.07
5/17/2024	5/15/2024 Officemax/Depot 6513	52.48
5/17/2024	5/15/2024 Odp Bus Sol Llc # 101090	246.58
5/17/2024	5/16/2024 Tfs*fishersci Ecom Hus	93.00
5/17/2024	5/16/2024 Amzn Mktp Us	81.16
5/17/2024	5/16/2024 Home Of Economy-#4	6.99
5/17/2024	5/16/2024 In *dakota Fire Extinguis	60.00
5/17/2024	5/16/2024 Lowes Printing	163.80
5/17/2024	5/16/2024 La Police Gear Inc	(86.79)
5/17/2024	5/16/2024 Core & Main - Nd002	909.77
5/17/2024	5/16/2024 Fire Safety Usa Inc	6,132.00
5/17/2024	5/16/2024 Fire Safety Usa Inc	468.00
5/17/2024	5/16/2024 Hotel*delta	882.54
5/17/2024	5/16/2024 B&h Photo 800-606-6969	414.41
5/17/2024	5/16/2024 Amzn Mktp Us	215.11
5/17/2024	5/16/2024 Arrowhead Ace	209.70
5/17/2024	5/16/2024 Galls	89.10
5/17/2024	5/16/2024 At&t Payment	91.80
5/17/2024	5/16/2024 Core & Main - Nd002	4,680.00
5/17/2024	5/16/2024 Grainger	495.02
5/17/2024	5/16/2024 Cdl School Online	89.00
5/17/2024	5/17/2024 Amazon Mar* 111-035988	32.94
5/17/2024	5/17/2024 Usabluebook	1,621.52
5/17/2024	5/17/2024 Dmi* Dell K-12/Govt	1,369.37
5/17/2024	5/17/2024 Dmi* Dell K-12/Govt	1,227.13
5/20/2024	5/16/2024 Menards Minot Nd	25.16
5/20/2024	5/16/2024 Napa Parts 0027632	23.38
5/20/2024	5/16/2024 Menards Minot Nd	31.98
5/20/2024	5/16/2024 Softchoice Corporation	145.80
5/20/2024	5/16/2024 Holiday Inn Bismarck	192.60
5/20/2024	5/17/2024 Menards Minot Nd	189.88
5/20/2024	5/17/2024 Menards Minot Nd	22.34
5/20/2024	5/17/2024 Amzn Mktp Us	40.47
5/20/2024	5/17/2024 Inspire Puppy Tales	400.00
5/20/2024	5/17/2024 Menards Minot Nd	10.14
5/20/2024	5/17/2024 Vzwrlls*apocc Visb	379.85
5/20/2024	5/17/2024 The Computer Store	55.96
5/20/2024	5/17/2024 Rhi Supply Minot	123.43
5/20/2024	5/17/2024 Menards Minot Nd	57.52
5/20/2024	5/17/2024 Column Public Notice	281.58
5/20/2024	5/17/2024 Column Public Notice	85.80
5/20/2024	5/17/2024 Macs Minot, Nd	10.71

5/20/2024	5/17/2024 Farmchem Corp	43.39
5/20/2024	5/17/2024 Nbs Calibrations	216.00
5/20/2024	5/17/2024 Amzn Mktp Us	61.00
5/20/2024	5/17/2024 Minot Plumbing And Heatin	157.50
5/20/2024	5/17/2024 Core & Main - Nd002	39,428.63
5/20/2024	5/17/2024 Core & Main - Nd002	29,158.21
5/20/2024	5/17/2024 Core & Main - Nd002	6,552.74
5/20/2024	5/17/2024 Amzn Mktp Us	53.97
5/20/2024	5/17/2024 Acme Tools Minot	165.98
5/20/2024	5/17/2024 Acme Tools Minot	49.98
5/20/2024	5/17/2024 Restek	169.86
5/20/2024	5/17/2024 Wal-Mart #2882	8.70
5/20/2024	5/17/2024 Delta Air	30.00
5/20/2024	5/18/2024 Carquest Auto	25.98
5/20/2024	5/18/2024 Tfs*fishersci Ecom Hus	45.62
5/20/2024	5/18/2024 Amzn Mktp Us	46.99
5/20/2024	5/18/2024 Amazon.Com*173ty1x53	26.03
5/20/2024	5/18/2024 Cvs/Pharmacy #08611	912.64
5/20/2024	5/18/2024 Amzn Mktp Us	46.83
5/20/2024	5/18/2024 Kwik Trip #1020	37.42
5/20/2024	5/18/2024 Fedex274791943410	12.25
5/20/2024	5/18/2024 Dmi* Dell K-12/Govt	209.99
5/20/2024	5/19/2024 Usps Kiosk 3762889550	22.85
5/20/2024	5/19/2024 Dmi* Dell K-12/Govt	1,799.06
5/20/2024	5/20/2024 Lyft Ride Sun 6pm	32.11
5/21/2024	5/19/2024 Southwes	282.98
5/21/2024	5/19/2024 Country Inn & Suites A	693.00
5/21/2024	5/20/2024 Acme Tools Minot	799.00
5/21/2024	5/20/2024 The Ups Store 1423	32.15
5/21/2024	5/20/2024 Bkw Gse Consulting	4,555.00
5/21/2024	5/20/2024 Holiday Stations 0431	47.62
5/21/2024	5/20/2024 Harbor Freight Tools3246	251.98
5/21/2024	5/20/2024 Amzn Mktp Us	930.10
5/21/2024	5/20/2024 Dollar General #19758	12.00
5/21/2024	5/20/2024 Dollar General #19758	9.50
5/21/2024	5/20/2024 At&t Payment	275.40
5/21/2024	5/20/2024 North Country Sports	741.00
5/21/2024	5/20/2024 Pb Leasing	243.93
5/21/2024	5/20/2024 Att	50.93
5/21/2024	5/20/2024 Amzn Mktp Us	88.00
5/21/2024	5/20/2024 Lyft 1 Ride 05-19	31.15
5/21/2024	5/20/2024 At&t Payment	306.57
5/21/2024	5/20/2024 At&t Payment	440.88
5/21/2024	5/20/2024 All American Trophies & S	24.00
5/21/2024	5/20/2024 Att	1,416.39
5/21/2024	5/20/2024 Macs Minot, Nd	249.20
5/21/2024	5/20/2024 Enerbase	44.30
5/21/2024	5/20/2024 Eb 2024 Bakken Human	108.55
5/21/2024	5/21/2024 Dmi* Dell Bus Online	813.34
5/21/2024	5/21/2024 Dmi* Dell Bus Online	127.04

5/21/2024	5/21/2024 Dmi* Dell K-12/Govt	886.54
5/22/2024	5/20/2024 Menards Minot Nd	19.88
5/22/2024	5/20/2024 Fsp*hotel Dakota	110.09
5/22/2024	5/20/2024 Menards Minot Nd	249.99
5/22/2024	5/20/2024 Fsp*hotel Dakota	101.00
5/22/2024	5/20/2024 Menards Minot Nd	19.04
5/22/2024	5/20/2024 Menards Minot Nd	25.29
5/22/2024	5/20/2024 Menards Minot Nd	10.99
5/22/2024	5/20/2024 Fsp*hotel Dakota	101.00
5/22/2024	5/20/2024 Fsp*hotel Dakota	101.00
5/22/2024	5/21/2024 Batteries Plus #0639	159.90
5/22/2024	5/21/2024 Era - A Waters Company	429.93
5/22/2024	5/21/2024 Amzn Mktp Us	117.95
5/22/2024	5/21/2024 La Police Gear Inc	(188.89)
5/22/2024	5/21/2024 Glass Doctor	338.70
5/22/2024	5/21/2024 Loves #0849 Outside	46.49
5/22/2024	5/21/2024 Vals Cyclery	32.00
5/22/2024	5/21/2024 Column Public Notice	9.36
5/22/2024	5/21/2024 Amazon.Com*253so71a3	12.39
5/22/2024	5/21/2024 Amazon.Com*ed8p640w3	131.92
5/22/2024	5/21/2024 Home Of Economy-#4	539.33
5/22/2024	5/21/2024 Enerbase	29.40
5/22/2024	5/21/2024 Grainger	200.99
5/22/2024	5/21/2024 Grainger	163.72
5/22/2024	5/21/2024 North Country Sports	60.00
5/22/2024	5/21/2024 Gdp*national Police Canin	20.00
5/22/2024	5/21/2024 Sol*snap-On Industrial	1,282.31
5/22/2024	5/21/2024 Borsheim Crane Service L	6,809.68
5/22/2024	5/22/2024 Amzn Mktp Us	15.39
5/22/2024	5/22/2024 Sq *arcadia Cognerati	650.00
5/23/2024	5/21/2024 Menards Minot Nd	59.98
5/23/2024	5/21/2024 Rhi Supply Minot	36.15
5/23/2024	5/21/2024 Kwik Trip #1020	44.47
5/23/2024	5/21/2024 Mgm Grand - Front Desk	298.18
5/23/2024	5/21/2024 Officemax/Depot 6513	8.14
5/23/2024	5/21/2024 Rhi Supply Minot	53.23
5/23/2024	5/21/2024 Menards Minot Nd	15.46
5/23/2024	5/21/2024 Kwik Trip #1020	35.11
5/23/2024	5/21/2024 Fedex274944607377	46.75
5/23/2024	5/21/2024 Napa Parts 0027632	52.91
5/23/2024	5/22/2024 Home Of Economy-#4	128.94
5/23/2024	5/22/2024 Amazon.Com	(0.84)
5/23/2024	5/22/2024 Glass Doctor	338.70
5/23/2024	5/22/2024 Gdp*national Police Canin	20.00
5/23/2024	5/22/2024 Amzn Mktp Us	68.98
5/23/2024	5/22/2024 Amazon.Com*r793n30o3	10.69
5/23/2024	5/22/2024 Amzn Mktp Us	35.93
5/23/2024	5/22/2024 Amzn Mktp Us	14.95
5/23/2024	5/22/2024 Amzn Mktp Us	132.06
5/23/2024	5/22/2024 Adobe *premiere Pro	283.67

5/23/2024	5/22/2024 Lyft Ride Wed 5am	49.99
5/23/2024	5/22/2024 Column Public Notice	829.92
5/23/2024	5/22/2024 Column Public Notice	109.98
5/23/2024	5/22/2024 Column Public Notice	59.28
5/23/2024	5/22/2024 Column Public Notice	62.40
5/23/2024	5/22/2024 Column Public Notice	114.66
5/23/2024	5/22/2024 Column Public Notice	102.18
5/23/2024	5/22/2024 Acme Tools Minot	75.98
5/23/2024	5/22/2024 Delta Air	30.00
5/23/2024	5/23/2024 Dmi* Dell K-12/Govt	1,464.61
5/24/2024	5/22/2024 Kevins Auto Body Inc	212.00
5/24/2024	5/22/2024 Officemax/Depot 6513	43.98
5/24/2024	5/22/2024 Napa Parts 0027632	18.00
5/24/2024	5/22/2024 Westin Indianapolis	863.46
5/24/2024	5/22/2024 Officemax/Depot 6513	122.25
5/24/2024	5/22/2024 Menards Minot Nd	10.98
5/24/2024	5/22/2024 Hampton Inns	1,236.69
5/24/2024	5/22/2024 Officemax/Depot 6513	48.39
5/24/2024	5/22/2024 Menards Minot Nd	195.98
5/24/2024	5/22/2024 Marriott Indy	895.05
5/24/2024	5/22/2024 Menards Minot Nd	21.36
5/24/2024	5/22/2024 Marriott Indy	895.05
5/24/2024	5/22/2024 Awg 2557	26.36
5/24/2024	5/23/2024 Tmg Business Services	11,714.25
5/24/2024	5/23/2024 Minot Area Chamber	125.00
5/24/2024	5/23/2024 Amzn Mktp Us	20.95
5/24/2024	5/23/2024 Amzn Mktp Us	41.17
5/24/2024	5/23/2024 Amazon.Com*v737a1pj3	27.99
5/24/2024	5/23/2024 Wpy*web Funnel Express Lt	150.00
5/24/2024	5/23/2024 Amzn Mktp Us	23.99
5/24/2024	5/23/2024 All American Trophies & S	338.00
5/24/2024	5/23/2024 Enerbase	3,338.44
5/24/2024	5/23/2024 Lyft 1 Ride 05-22	41.53
5/24/2024	5/23/2024 Grainger	213.10
5/24/2024	5/23/2024 Grainger	194.15
5/24/2024	5/23/2024 Wilbur Ellis Minot	58.00
5/24/2024	5/23/2024 Cdl School Online	89.00
5/24/2024	5/23/2024 Cdl School Online	89.00
5/24/2024	5/23/2024 Enerbase	8.87
5/24/2024	5/23/2024 Winsupply Minot Nd	14.16
5/24/2024	5/23/2024 Enerbase	(8.87)
5/24/2024	5/23/2024 Border States Industries	187.80
5/27/2024	5/21/2024 Cenex-Convenience Store	39.93
5/27/2024	5/23/2024 Kwik Trip #1020	25.61
5/27/2024	5/23/2024 Marketplace Foods A	7.98
5/27/2024	5/23/2024 Menards Minot Nd	9.38
5/27/2024	5/23/2024 Napa Parts 0027632	239.80
5/27/2024	5/23/2024 Kwik Trip #1020	23.25
5/27/2024	5/23/2024 Caseys #2161	43.89
5/27/2024	5/23/2024 Menards Minot Nd	8.56

5/27/2024	5/23/2024 Menards Minot Nd	(8.56)
5/27/2024	5/24/2024 Cranescss	130.00
5/27/2024	5/24/2024 Hach Company	731.25
5/27/2024	5/24/2024 Era - A Waters Company	119.16
5/27/2024	5/24/2024 Cenex-Envision Cooperati	47.89
5/27/2024	5/24/2024 Courtyard By Marriott	472.96
5/27/2024	5/24/2024 Caseys #3356	54.56
5/27/2024	5/24/2024 Napa Parts 0027632	19.71
5/27/2024	5/24/2024 Marathon Petro208819	45.10
5/27/2024	5/24/2024 Country Inn & Suites A	318.90
5/27/2024	5/24/2024 Kwik Trip #1020	22.84
5/27/2024	5/24/2024 Fire Safety Usa Inc	455.00
5/27/2024	5/24/2024 Amzn Mktp Us	21.62
5/27/2024	5/24/2024 Amzn Mktp Us	18.98
5/27/2024	5/24/2024 Amzn Mktp Us	5.99
5/27/2024	5/24/2024 Marketplace Foods A	25.99
5/27/2024	5/24/2024 Rhi Supply Minot	103.07
5/27/2024	5/24/2024 Napa Parts 0027632	51.96
5/27/2024	5/24/2024 Verizonwrlss	382.68
5/27/2024	5/24/2024 Office Depot #1090	126.57
5/27/2024	5/24/2024 Main Electric Constructn	2,036.41
5/27/2024	5/24/2024 Macs Minot, Nd	51.67
5/27/2024	5/24/2024 Acme Tools Minot	22.49
5/27/2024	5/24/2024 Softchoice Corporation	291.60
5/27/2024	5/25/2024 Att	344.58
5/27/2024	5/25/2024 Att	766.87
5/27/2024	5/25/2024 Laz Parking L41122-Flash	98.00
5/27/2024	5/25/2024 Conoco - Sei 35976	39.50
5/27/2024	5/25/2024 The Benson Hotel	225.29
5/27/2024	5/25/2024 Att	193.66
5/27/2024	5/25/2024 Att	482.49
5/27/2024	5/25/2024 Att	183.60
5/27/2024	5/25/2024 Amzn Mktp Us	19.98
5/28/2024	5/26/2024 The Home Depot #3703	15.54
5/28/2024	5/26/2024 Country Inn & Suites A	693.00
5/28/2024	5/27/2024 Cenex-Farmers Cooperativ	42.12

313,053.76



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: June 3, 2024

SUBJECT: ALCOHOLIC BEVERAGE LICENSE - HAWTHORN SUITES

I. RECOMMENDED ACTION

It is recommended City Council approve the Retail Beer and Wine license for the Hawthorn Suites at 800 37th Ave SW for the period of June 3, 2024 through December 31, 2024.

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
John Klug, Chief of Police, 701-857-9800

III. DESCRIPTION

A. Background

In order to renew an alcoholic beverage license, an application must be submitted for review by the Police Department and inspections are done by the Building Official and Fire Marshal. Complete renewal applications approved by the Police Chief.

B. Proposed Project
N/A

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations
Safe and Welcoming

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

The fees vary depending on the type of license and are deposited into the appropriate general fund revenue account.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The business would not be able to open for operation until the license is approved.



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: June 3, 2024

SUBJECT: GAMING SITE AUTHORIZATION RENEWALS

I. RECOMMENDED ACTION

It is recommended City Council approve the following gaming site authorizations for the following organizations to conduct games of chance during the license year of July 1, 2024 through June 30, 2025 at the following locations:

Minot Fireworks Association

- **The Spot (6 2nd St NE)**

Companions for Children

- **Mi Mexico (3816 S Broadway)**
- **Putt District (17 Main St S, Suite A)**
- **Blue Rider (118 1st Ave SE)**
- **Buffalo Wings and Rings (910 24th Ave SW)**
- **Buffalo Wild Wings (3820 S Broadway)**

Magic City Lions

- **1685 (1912 Valley Bluffs Dr)**
- **Rockin Horse Saloon & Sports Bar (2625 Burdick Expy E)**
- **Ebenezer's (300 E Central Ave)**
- **Spicy Pie (1100 N Broadway)**
- **Clarion Hotel (2200 E Burdick Expy)**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
John Klug, Chief of Police, 701-857-9800

III. DESCRIPTION

A. Background

Site approval by the City Council is required as a precondition to obtain a state games of chance license. Each organization submits documentation annually in order to conduct games of chance at locations throughout the city of Minot. These locations have submitted documentation and received approval from the Police Chief.

B. Proposed Project

N/A

C. Recommendation Detail

This is a yearly process for all sites. The gaming year is July 1st - June 30th every year. Site authorizations must be approved in a timely manner in order for organizations to submit their approved gaming form to the Attorney General's Office by the expiration deadline.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The City of Minot receives \$100 per site authorization, which is deposited into the appropriate general fund revenue account.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny an application if there is reasonable cause to do so and the establishment would not be permitted to conduct games of chance.



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: June 3, 2024

**SUBJECT: ACCEPT GRANT FOR EARLY WARNING SIRENS AND APPROVE
BUDGET AMENDMENT**

I. RECOMMENDED ACTION

- 1. It is recommended City Council accept FEMA Hazard Mitigation Grant and authorize the Mayor to sign any necessary documentation;**
- 2. Approve the sole source procurement and the purchase of the 2 new sirens to be added to the City's early warning system;**
- 3. Approve the budget amendment to move funds from Capital Equipment cash reserves to Property Maintenance Capital Equipment to make the purchase; and**
- 4. Authorize staff to negotiate a contract with Jamestown Communication and for the Mayor to sign final contract.**

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112

III. DESCRIPTION

A. Background

In 2009, the first 14 early warning sirens were set. In 6 short years, City growth required an additional 4 more sites for proper coverage. Six more years' of city growth has us looking at another expansion of 2 additional early warning sites. One area covering growth by the new Trinity hospital and the other in NW.

B. Proposed Project

Grant match possibilities through the Department of Emergency Services (DES) Hazard Mitigation Grant Program enabled City's match to be 15% of the funding required. This is a re-submittal for the matching fund grant of 2022 from the DES under their Hazardous Mitigation Grant Program. It became necessary due to lack of available funds.

C. Recommendation Detail

Jamestown Communications is the vendor for the brand of sirens in our system.

IV. IMPACT

A. Aspirations

Resilient & prepared.

B. Service/Delivery Impact:

Giving the citizens the best early warning coverage and use of a system that has served the city well with minimal downtime.

C. Fiscal Impact

Funding through an 85 / 15 % match grant through DES under their Hazardous Mitigation Grant Program.

Project Costs

2 Siren Sites, poles, cabinets, electrical \$77,119.41 total / 15% = \$11,567.91 city match. Note: This is an increase from the 2022 estimate of \$65,648 total / 15% = \$9847.20 city match. (+ \$1087.55)

Project Funding

Funding through an 85 / 15% match grant through DES under their Hazardous Mitigation Grant Program was recently awarded, driving the requirement for 15% matching contributions from the City to procure the 2 new early warning Sirens. The 15% local match will come from Capital Equipment cash reserves.

VI. ALTERNATIVES

Council could elect to deny the grant and/or budget amendment. In this case, DES match grant funding could be lost and additional early warning siren coverage by the new Trinity hospital and in NW, would not be possible.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
PROPERTY MAINTENANCE CAPITAL EQUIPMENT REVENUES AND
EXPENDITURES FOR THE AWARD OF THE NORTH DAKOTA DEPARTMENT OF
EMERGENCY SERVICES – HAZARD MITIGATION GRANT PROGRAM AND
APPROVE THE TRANSFER OF CAPITAL EQUIPMENT CASH RESERVES:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

- §1: Amend the 2024 annual budget to increase the property maintenance capital equipment revenues and expenditures for the award of the NDDDES hazard mitigation grant program:

42044000-57500	2024440000	\$77,119
42000000-33200	2024440000	57,839
42000000-33500	2024440000	7,712

- §2: Approve the transfer of cash reserves:

42044000-49125		11,567.91
42000000-39125	2024440000	(11,567.91)

- §3: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

DOUG BURGUM

Governor

Major General Alan Dohrmann

Director – Department of Emergency Services

Darin Hanson

Director - Division of Homeland Security

CFDA Title and Number: Disaster Grants – Hazard Mitigation Grant Program, 97.039

Disaster Declaration Number: FEMA-4660-DR-ND

Subgrantee: City of Minot

Project Number: 11F – City of Minot Early Warning Sirens

**Hazard Mitigation Grant Program Subgrant Agreement
for
FEMA-DR-4660-ND**

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

- A. WHEREAS, on July 13, 2022, President Joseph Biden issued a major disaster declaration (FEMA-DR-4660-ND) for the State of North Dakota. The declaration authorized Public Assistance, as well as federal monies under the Hazard Mitigation Grant Program for counties designated eligible in the Federal Emergency Management Agency (FEMA)-State Agreement; and
- B. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and
- C. WHEREAS, pursuant to the North Dakota Disaster Act of 1985 as amended, the Grantee has authority to administer federal financial assistance from the FEMA consequent to a presidential declaration of disaster.
- D. WHEREAS, the Subgrantee has submitted an application, which is incorporated herein by reference, to the Grantee setting forth a list of activities (herein referred to individually as

“Project”). The Grantee and FEMA have approved the Project along with any exceptions that have been made prior to signing of this agreement.

- E. WHEREAS, Subgrantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds.

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

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

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of the FEMA.
- B. "FEMA-State Agreement" is the agreement dated September 30, 2020, between the FEMA and the State of North Dakota, for a presidential major disaster declaration designated FEMA-4660-DR.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13, 80, and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment B.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subgrantee for eligible activities for the project approved by the Grantee and the FEMA, as specified in Attachment A – Approved Project Data. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be up to seventy-five percent of all eligible costs.

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

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

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable project application and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable project application for which Subgrantee has received payment from Grantee.
- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement the Subgrantee gives Grantee the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

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

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

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

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

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

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

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

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

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

ARTICLE VIII. Cost Sharing. The federal share of the eligible costs specified in Attachment A – Approved Project Data, under this Agreement shall be up to seventy five (75) percent of such costs, and the nonfederal share shall be the remaining amount. Payment of a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Subgrantee commits to meet any local matching funds required for successful project completion. Further, at the time of project application, Subgrantee must provide Grantee with a Resolution of Commitment from its authorized governing body. Subgrantee also certifies that any matching funds borne by the Subgrantee will come from a nonfederal source as required by 44 CFR § 13.24.

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

- A. Following the receipt of a project reimbursement request (including supporting documentation in the way of invoices, contracts, force account labor and equipment schedules, and cancelled checks or vouchers), a payment will be issued for any funding that is eligible to be paid to the Subgrantee, as it becomes available. Payment authorizations

shall be calculated in accordance with the federal/non-federal cost share, and on the terms and conditions set forth in the FEMA/State Agreement and this agreement. Authorization for payment will include documentation to substantiate the amount of the authorization.

- B. Grantee may advance funds under this Agreement to Subgrantee up to 90 percent of the 75 percent federal share for projects other than Acquisition/Relocation/Elevation projects. Upon completion of the project, submission of the summary of documentation (cancelled checks, warrants, certified transaction reports, etc.) and final approval by FEMA, the remaining 10 percent share of the federal share and the appropriate state share will be paid. For Acquisition/Relocation/Elevations projects, all conditions for advances listed above shall apply except that the grantee may advance 100 percent of the federal share rather than 90 percent. Subgrantee must meet the following conditions to be eligible for an advance of funds:
 - 1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - 2. Subgrantee shall submit to Grantee the budget supporting the request;
 - 3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested; and
 - 4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- C. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

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

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

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

- A. The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as codified in 44 Code of Federal Regulations Part 13, as amended.
- B. Office of Management and Budget Circular No. A-87, “Cost Principles for State and Local Governments,” as amended.
- C. Office of Management and Budget Circular No. A-110, “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,” as amended.
- D. Office of Management and Budget Circular No. A-122, “Cost Principles for Non-Profit Organizations,” as amended.
- E. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three years from the date of formal notification from

the Grantee that FEMA has officially closed the disaster program. The Subgrantee shall allow the Grantee or its designee, the Comptroller General of the United States, FEMA, and the North Dakota State Auditor's Office, access to records upon request. The three year period may be extended for the following exceptions:

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

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

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

ARTICLE XIV. Audit.

- A. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If a Subgrantee is a state or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends \$750,000 or more, then the Subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this

Agreement. In connection with the aforementioned audit requirement, the Subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

- E. If the Subgrantee spends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the Subgrantee expends less than \$750,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from nonfederal funds.
- F. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within sixty (60) days after the Grantee has notified the Subgrantee of such non-compliance.
- G. If required, the audit is due nine (9) months after the end of the fiscal year of Subgrantee.
- H. If audit is conducted as required by subsection D. above, the Subgrantee shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132**. If the audit documents any finding or questioned costs, Subgrantee shall submit a copy of the reporting package to the State at the following address:

ND Department of Emergency Services
PO Box 5511
Bismarck ND 58506

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

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

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

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

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

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

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

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

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

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

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

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

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

public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

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

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

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- O. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

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

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

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

1. Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subgrantee, such notice to take effect when delivered to Subgrantee;
 2. Commence a legal action for the judicial enforcement of this Agreement;
 3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this agreement or any other agreement with Subgrantee; and
 4. Take any other remedial actions that may otherwise be available under law.
3. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
 4. Any deobligation of funds or other determination by the FEMA shall be addressed in accordance with the regulations of that Agency.
 5. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
 6. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication rights, interest, or duties of the parties to it shall lie in South Central District Court, Burleigh County, North Dakota.
 7. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the FEMA should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

ARTICLE XXVII. Attachments.

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

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

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

Grantee:

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

Subgrantee:

Kevin Sickler
 Minot Property Maintenance Superintendent
 1025 31st St SE
 Minot, ND 58701
 Email: kevin.sickler@minotnd.gov

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

Primary Agent

Alternate Agent

Name and Title

Name and Title

Phone Number

Phone Number

E-mail

E-mail

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

SIGNATURE PAGE

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-DR-4660-ND)**

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

FOR THE SUBGRANTEE:

Name and Title

Signature

Date

Federal Employer Identification Number (FEIN): _____

SAM-UEI Number: D33RGAW88JU9

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

SIGNATURE PAGE

**HAZARD MITIGATION GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-DR-4660-ND)**

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

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES



Justin Messner – Disaster Recovery Chief

5-14-2024

Date

ATTACHMENT A

Approved Project Data

CFDA Title and Number: Disaster Grants – Hazard Mitigation Grant Program, 97.039

Disaster Declaration Number: FEMA-DR-4660-ND

Subgrantee: City of Minot

Project Number: 11F – City of Minot Early Warning Sirens

Project Cost: 100% - \$77,119.41

Federal Funding: 75% - \$57,839.56

State Funding: 10% - \$7,711.94

Local Funding: 15% - \$11,567.91

Work Schedule: 13 July 2022 – 9 January 2027

Scope of Work:

The City of Minot proposes to purchase and install two new early warning sirens and poles with a backup batteries and transformers/rectifiers in the city of Minot to provide effective warning to its residents living in the southwest and northwest areas of the city in times of severe weather and hazardous conditions.

Work Schedule:

Bid Process	1 Month
Order Siren	3 Months
Install Poles and Sirens	3 Months
Reimbursement and Project Closeout	2 Months
Total:	9 Months

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

Cost Estimate:

E-8 Class 3200 Signal Package with Poles	\$ 48,592.00
NX-1800 Hawk2 Kenwood UHF	\$ 854.40
Miscellaneous Supplies	\$ 690.16
Electrical (install siren and pole)	\$ 13,600.00
Freight	\$ 1,400.00
License Fee	\$ 1,160.00
Labor for Setup and Travel	\$ 7,150.50
5% Contingency	\$ 3,672.35
Total	\$ 77,119.41

Other Conditions:

1. All necessary measures must be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise are to be dealt with in an efficient and effective manner.
2. Noise from construction activities may have adverse effects on persons who live near the construction area. Noise levels can be minimized by ensuring that construction equipment is equipped with a recommended muffler in good working order. Noise effects can also be minimized by ensuring that construction activities are not conducted during early morning or late evening hours.
3. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
4. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
5. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

ATTACHMENT B

Statement of Assurances

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

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

the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.
- b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
- c) When any of Subgrantee's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subgrantee to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the "Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37)," or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subgrantee agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- d) Subgrantee agrees to notify FEMA and the Grantee if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subgrantee on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subgrantee is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subgrantee shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subgrantee to implement the treatment plan. If either the Council or the SHPO object, Subgrantee shall not proceed with the project until the objection is resolved.

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

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

ATTACHMENT C

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions:

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

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____
Signature Date

Subgrantee's Name

Grantee Agreement Number

ATTACHMENT D

Risk Assessment Conditions

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

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

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

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

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

Project Summary Worksheet –

City of Minot Early Warning Sirens

Plan & Project Summary Sheet

1. Major disaster declaration number from which FEMA would obligate mitigation funds
 - FEMA-DR-4660-ND
2. Project number (FEMA will provide to State);
 - N/A
3. Subapplicant name(s) (i.e., Community and Point of Contact (POC) information; NFIP Status);
 - City of Minot
 - i. POC: Kevin Sickler, City of Minot Property Maintenance Superintendent, 1025
31st St SE, Minot, ND 58701
 - ii. NFIP Status: County is Participating in NFIP, CID # 385367
4. U.S. Congressional District (Senators and Representatives);
 - Congressional District #1
 - i. Senator Hoeven
 - ii. Senator Kramer
 - iii. Congressman Armstrong
5. Federal Information Processing Standard (FIPS) code (FEMA will provide to State);
 - 53380
6. Unique Entity ID (SAM) Number
 - D33RGAW88JU9
7. Local or Tribal Mitigation Plan Information;
 - Ward County Multi-Hazard Mitigation Plan
 - Approved: 08/17/2018

8. Brief description of the project;

- The City of Minot proposes to purchase and install two new early warning sirens and poles with a backup batteries and transformers/rectifiers in the city of Minot to provide effective warning to its residents living in the southwest and northwest areas of the city in times of severe weather and hazardous conditions.

9. Project location with GPS coordinates and Flood Zone;

- City of Minot site one
 - i. Southwest Minot location
 - ii. Project site is located at LAT: 48.198010 LONG: -101.339532
 - iii. Firm Panel: 38101C0779D
 - iv. Flood Zone: Zone X, Area determined to be outside 500-year floodplain
- City of Minot site two
 - i. Northwest Minot location
 - ii. Project site is located at LAT: 48.261797 LONG: -101.344908
 - iii. FIRM Panel: 38101C0590D
 - iv. Flood Zone: Zone X, Area determined to be outside 500-year floodplain

10. Total project cost;

- \$\$77,119.41

11. Amount requested (Federal share);

- 75% Federal Share: \$57,839.56

12. Non-Federal cost share amount and source (e.g., local, global credit pool);

- 10% State Share: \$7,711.94
- 15% Local Share: \$11,567.91

13. Cost Effectiveness Determination;

- Exempt – Initiative Project

14. Proposed performance period (completion date);

- Approximately 9 Months from Date of Approval

15. List of project alternatives considered (e.g., acquisition, elevation, drainage upgrade); and

- Install Early Warning Sirens – Proposed Project
- Purchase weather radios and provide to each homeowner within the city limits, however, this also requires that the individual homeowners actually plug the radio in and keep it operational which leaves a large margin for error.
- No Action – The Community will still be left without an effective means of early warning in times of severe weather which could potentially lead to human death.

16. Reviews/Results;

- Certify that the State has reviewed and determined this project is eligible
 - Attach all documentation needed for the project environmental review and all coordinating agency consultation letters/memos
- Attach benefit-cost summary sheet
- Attach project site map
- Attach completed Eligibility and Completeness Checklist
- Attach Statement of Work and supporting documentation for Tribal consultation

SECTION 106 CLEARANCE

NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS

SFN 52654 (12/09)

THIS FORM MUST BE SUBMITTED TO THE SHPO FOR SECTION 106 DETERMINATIONS

Identify funding source for project(s): Hazard Mitigation Grant Program / City of Minot matching

Project Description: (use attachment if necessary)

Project is to add 2 siren sites to our current 18 siren system. The new sites will bring added coverage to areas that have grown since the system was installed.

Location: Rural Areas: Township _____, Range _____, Section _____, 1/4 Section _____

Cities - Street Address 3620 30th St SW Minot and 2303 33rd St NW Minot

(Only if there is no street system, use lot, block and addition (never USPS Box #, Route #, etc.))

Attach Map: Plot APE on map (city map or USGS topographic map for rural areas): Attached: ☐ (check)**Areas Indirectly Affected:** Attached location and maps for affected areas outside APE, (i.e., borrow sources, disposal areas, relocation sites, facilities to be abandoned, etc.)**Year Built:** _____ (use the oldest part of the building, do not give age as "50"+)**Requirements for buildings/structures 50+ years or if age unknown:****Digital or 35mm photos:** Take obliquely (showing front & side) of each building/structure. If rehabilitation is involved, send photo close-ups of affected areas such as windows or doors. Send actual photos, not photocopies. ☐ (check)**Historic Associations:** Describe associations between the property and any persons/events of historic significance.

List references (local historian, centennial book, etc.)

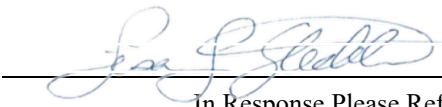
None

Based on the information collected, the type of SHPO concurrence you are requesting (check one only):

- ☒ No Historic Properties Affected
- ☐ No Adverse Effect (If rehab of historic properties will occur, review the Secretary of Interiors Standards for Rehabilitation of Historic Properties prior to developing a work plan. Note - For Historic Properties, a No Adverse Effect determination requires conforming with the Secretary of Interiors Standards.)
- ☐ Adverse determination Effect (A MOA will be prepared)

FOR SHPO USE ONLY:**No Historic Properties Affected**

The described undertaking will not affect any historic properties, per 36CFR800.4(d). If the project description changes, this recommendation is void.

Review and Compliance Coordinator  for William D. Peterson, PhD, ND SHPO

Date 6/8/22

In Response Please Reference: SHPO# 22-5884

Additional Information: Send additional information relevant to the Section 106 determination. If the project involves properties listed on, or eligible for the National Register, additional information may be required.

Send form with all attachments to:

William D. Peterson, PhD
Attn: Review and Compliance
ND State Historic Preservation Office
612 E. Boulevard Ave.
Bismarck, ND 58505-0830

Form should be returned to:

Kevin Sickler

Name

City of Minot 701/857-4142

Agency & Phone Number

1025 31st ST SE

Address

Minot, ND 58701

City, State, Zip

Signature

Date

Google Earth - New Placemark

Name: Warning Siren #2



Latitude: 48°15'42.39"N

Longitude: 101°20'41.55"W

Description

Style, Color

View

Altitude

Add link...

Add web image...

Add local image...

Siren's System #1020

OK

Cancel

Warning Siren #2

23rd Ave NW

Google Earth - New Placemark

Name: Warning Siren #1



Latitude: 48°11'52.79"N

Longitude: 101°20'22.46"W

Description

Style, Color

View

Altitude

Add link...

Add web image...

Add local image...

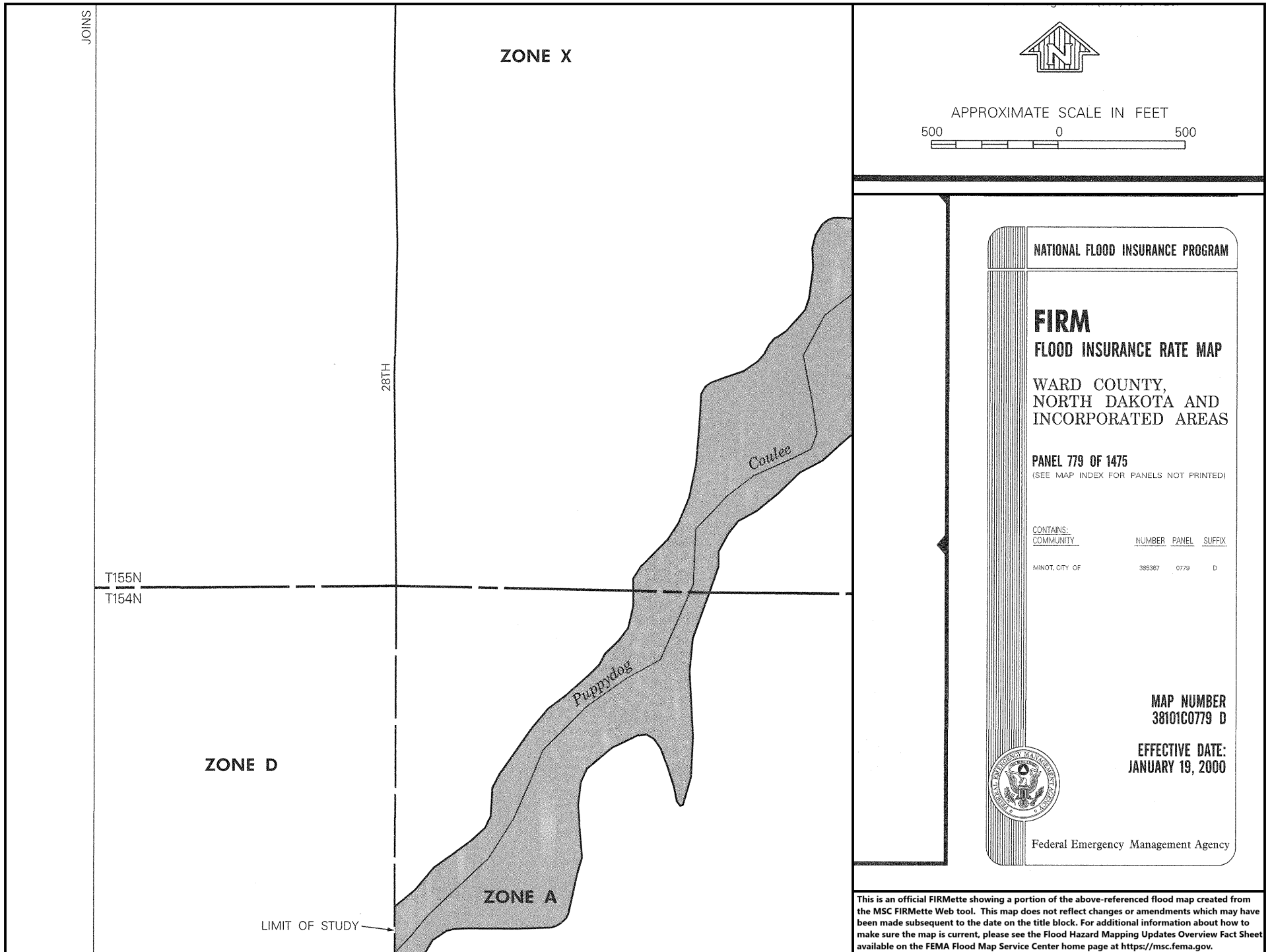
Siren's System #1019

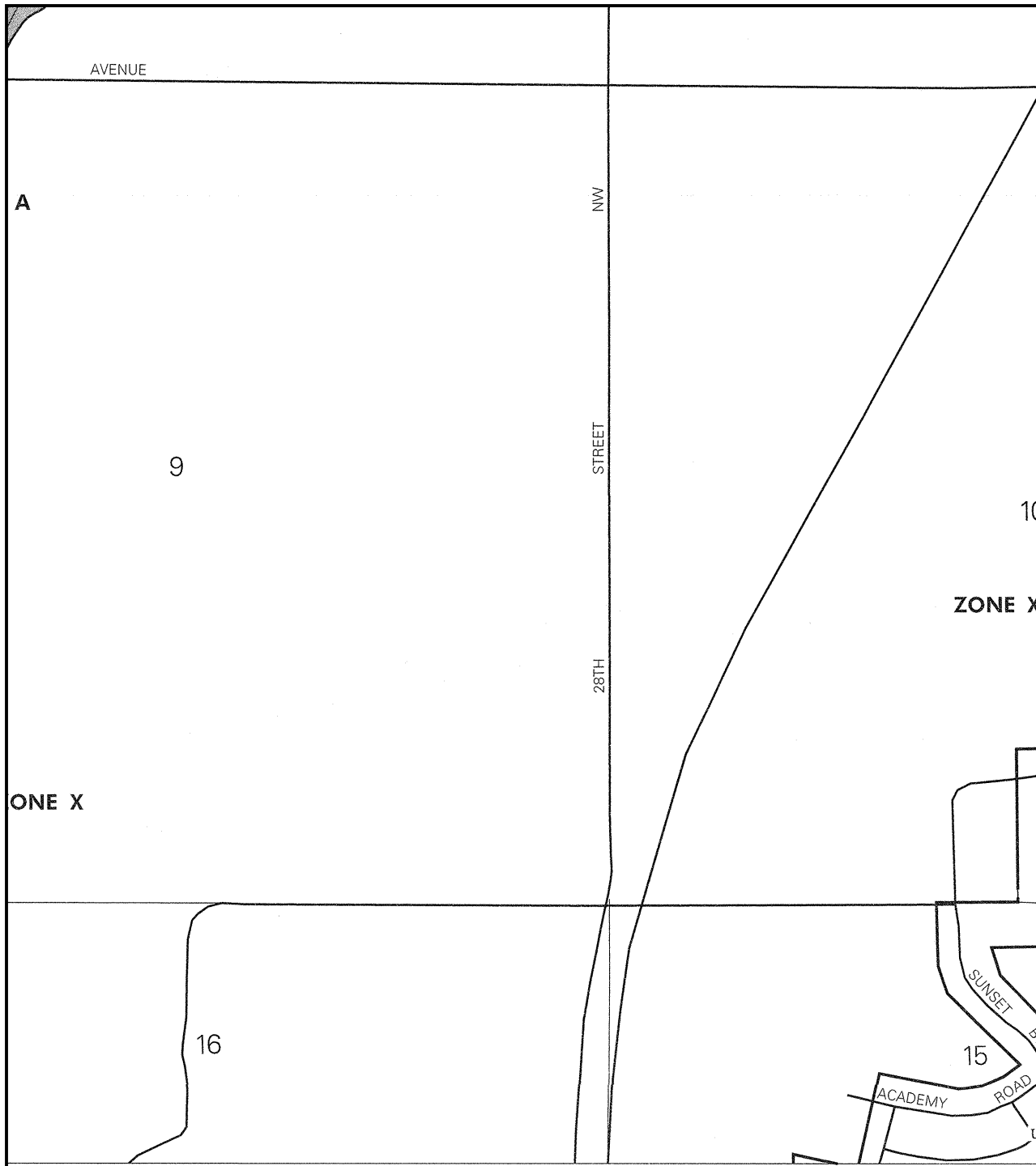
OK

Cancel

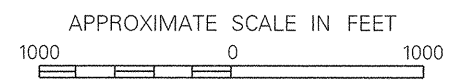
Warning Siren #1

30th St SW





Call the National Flood Insurance Program at (800) 638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
 WARD COUNTY,
 NORTH DAKOTA AND
 INCORPORATED AREAS

PANEL 590 OF 1475
 (SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS: COMMUNITY	NUMBER	PANEL	SUFFIX
MINOT, CITY OF	386367	0590	D
WARD COUNTY, UNINCORPORATED AREAS	386370	0590	D

MAP NUMBER
38101C0590 D

EFFECTIVE DATE:
JANUARY 19, 2000



Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

EHP Checklist

“Yes” indicates that the environmental regulation or statute may apply to your project.

Environmental Regulation or Statute		Yes	No
National Historic Preservation Act			
1.A	Would the proposed project affect, or is the proposed project in close proximity to, any buildings or structures 50 years or more in age?	✓	
1.B	Will the proposed project involve disturbance of ground?		✓
Endangered Species Act and Wildlife Coordination Act			
2.A	Are federally listed or endangered species, or their critical habitat, present in or near the project area and, if so, which species are present?		✓
2.B	Will the proposed project remove or affect vegetation?		✓
2.C	Is the proposed project in or near (within 200 feet), or likely to affect, any type of waterbody or body of water?		✓
Clean Water Act, Rivers and Harbors Act			
3.A	Will the proposed project involve dredging or disposal of dredged material, excavation, the addition of fill material, or result in any modification to water bodies or wetlands designated as “waters of the United States” as identified by the U.S. Army Corps of Engineers or on the National Wetland Inventory?		✓
Executive Order 11988 (Protection of Floodplains) and Executive Order 11990 (Protection of Wetlands)			
4.A	Does a Flood Insurance Rate Map, Flood Hazard Boundary Map, hydrological study, or some other source indicate that the project is located in, or will affect, a 100-year floodplain, a 500-year floodplain (if a critical facility), an identified regulatory floodway, or an area prone to flooding?		✓
4.B	Is the proposed project located in, or will it affect, a wetland as listed in the National Wetland Inventory?		✓
4.C	Will the proposed project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?		✓
4.D	Is the proposed project located in, or will it affect, a floodplain or wetland? If yes, the 8-step process summarized in Appendix J must be completed.		✓
Coastal Zone Management Act			
5.A	Is the proposed project located in the State’s designated coastal zone?		✓
Farmland Protection Policy Act			
6.A	Will the proposed project convert more than 5 acres of “prime or unique” farmland outside city limits to a non-agricultural use?		✓
Resource Conservation Recovery Act and Comprehensive Environmental Response, Compensation, and Liability Act			
7.A	Is there reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?		✓
7.B	Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?		✓
7.C	Will any project construction or operation activities involve the use of hazardous or toxic materials?		✓

Environmental Regulation or Statute		Yes	No
7.D	Are any of the current or past land uses of the property associated with the proposed project or are any of the adjacent properties associated with hazardous or toxic materials?		✓
Executive Order 12898 (Environmental Justice for Low Income and Minority Populations)			
8.A	Are there any low-income or minority populations in the project's area of effect or adjacent to the project area?		✓
Other Environmental/Historic Preservation Laws (including applicable State laws) or Issues			
9.A	Are other environmental/historic preservation requirements associated with this project?		✓
9.B	Are any controversial issues associated with this project?		✓
9.C	Have any public meetings been conducted, or public comment solicited, on the proposed project?		✓

Minimum Criteria Checklist for Project Subapplications

Subapplications submitted to FEMA that do not contain at least the basic components listed below may be immediately denied because there is no method to determine eligibility without these data. Additional information may be requested during FEMA review. This information is required for all submittals, including potential substitutions, but further details may be requested to complete the subapplication.

Subapplication Component	Yes	No	Comment
Applicant and Subapplicant			
Are the Applicant and subapplicant eligible?	☒	☐	
Plan Requirement			
Does the project conform to the State and Local Mitigation Plan under 44 CFR Part 201?	☒	☐	
Does the project conform to the Tribal Mitigation Plan under 44 CFR Section 201.7?	☐	☐	N/A
Scope of Work			
Does the project address a problem that has been repetitive or a problem that poses a significant risk to public health and safety if left unsolved?	☒	☐	
Does the project consider long-term changes to the areas and entities it protects?	☒	☐	
Does the project have manageable future maintenance and modifications requirements?	☒	☐	
Does the project contribute to the extent practicable to a long term solution to the problem it is intended to address?	☒	☐	
Does the project include site location, maps, and GPS coordinates?	☒	☐	
Does the project solve a problem independently or constitute a functional portion of a solution and is there assurance that the project as a whole will be completed? (Projects that merely identify or analyze hazards or problems are not eligible.)	☒	☐	Independently
Cost Review			
Does the project include a detailed budget?	☒	☐	
Does the project identify information on cost-share and match sources?	☒	☐	
Schedule			
Does the project include a work schedule for 3 years or less that conforms to period of performance requirements?	☒	☐	

Subapplication Component	Yes	No	Comment
Cost-Effectiveness			
Does the project include a benefit-cost analysis, or alternate cost-effectiveness documentation, such as Substantial Damage verification, and located in a riverine floodplain; or a narrative supporting cost-effectiveness and request for consideration under 5 percent HMGP discretionary funding?	☐	☒	Initiative project
Is the project cost effective and does it substantially reduce the risk of future damage, hardship, loss, or suffering?	☐	☒	Initiative project
Does the project cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur?	☐	☒	
Environmental and Historical Preservation			
Project includes information to demonstrate conformance with 44 CFR Part 9 and Part 10 (or FEMA Directive Number: FD 108-1, <i>Environmental and Historic Preservation Planning, Responsibilities and Program Requirements</i>)	☒	☐	
Project includes information and documentation required by the EHP Checklist, including all available information relating to known historic, archaeological, or environmentally sensitive areas (e.g., Coastal Barrier Resources System Units or Otherwise Protected Areas)	☒	☐	
Project includes EHP information for each property identified in the subapplication, including the construction date for each property	☐	☒	Project is for an early warning siren
Project demonstrates and documents consideration of alternatives that avoid or minimize harm to the environment or historic resources	☒	☐	
Project includes documentation of all coordination, correspondence, consultation, or previous EHP reviews with appropriate Federal, State, and local agencies	☒	☐	
Project includes all known EHP costs	☒	☐	
Acquisition / Demolition / Relocation Information			
Does the project confirm compliance with timelines and all other criteria set forth in 44 CFR Part 80 requirements?	☐	☐	N/A
Does the project include Voluntary Interest documentation for each property?	☐	☐	N/A
For relocated projects, will the structure be relocated outside of the Special Flood Hazard Area?	☐	☐	N/A
Elevation Information			
Does the project identify the Base Flood Elevation or Advisory Base Flood Elevation?	☐	☐	N/A
Does the project include finished floor elevation (Elevation Certificate is preferred)?	☐	☐	N/A
Does the project include proposed elevation height of the structure?	☐	☐	N/A
Is the project consistent with the design and implementation of ASCE 24-14?	☐	☐	N/A

Subapplication Component	Yes	No	Comment
Safe Room Information			
Does the project include the population size to be protected?	☐	☐	N/A
Is the project consistent with the design and implementation criteria of FEMA P-320 or FEMA P-361?	☐	☐	N/A
Wind Retrofit Information			
Does the project include the proposed level of protection as per FEMA P-804?	☐	☐	N/A
Is the project consistent with the design and implementation criteria of FEMA P-804?	☐	☐	N/A
Drainage Information			
Does the project include initial technical information to support size, costs, and local permitting requirements?	☐	☐	N/A



Sole Source Checklist over \$50,000

Item to be purchased: E-8 Class 3200 American Signal Siren Package

Account Number: 42044000-57500 / 42000000-33200 / 42000000-33500 / 42044000-49125 / 42000000-39125

City of Minot Project #: 4697

Purchasing Agent

Check which instance is applicable for the sole source purchase:

Material, product, or item is regarded as one-of-a-kind. ☒

The item or product is a manufacturer direct sale with no distributors. ☐

The item or product is a patented or proprietary item. ☒

The purchase is necessary for repairing or replacing parts or components of existing City assets or equipment. ☒

Explanation for why the goods are the only goods that meet the department needs:

The E-8 Class 3200 American Signal Siren package available through Jamestown Communication is the current siren being utilized in the City's early warning system.

Why is the vendor the only practicable source available from which to obtain the required goods?

Jamestown Communication is the only vendor for the brand of sirens in our early warning system.

Explanation as to whether the proposed price is fair and reasonable:

The cost estimate was originally provided in 2022 prior to receiving grant approval. The updated 2023/2024 estimates are in line with inflation averages seen nationwide.

Explanation that a particular supplier or service is required to standardize or maintain standardization with the department for purposes or reducing financial expenses or simplifying administration:

The E-8 Class 3200 American Signal Siren package is the same early warning siren that is currently installed (18 early warning sirens) providing proper coverage across the City.

Explanation that a particular supplier or vendor is required to be used to match equipment, materials, or supplies currently in use:

Jamestown Communication is the vendor for the brand of sirens in our system.

Explanation of whether the vendor possesses exclusive and/or predominant capabilities or the items contained a patented feature providing superior utility not obtainable from similar products: Jamestown Communication is the vendor for the brand of sirens in our system.
Department Head Approval: Bryan Banfill
Purchasing agent will consult with Purchasing Office and City Manager or Finance Director. Then purchasing agent will submit a memo for City Council.
City Council
Date of Council Meeting: 3 June, 2024 Approval: Yes ☐ No ☐
If approved, Purchasing Agent complete purchase. Include copy of City Council approval with invoice for payment.



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: June 3, 2024

SUBJECT: NAWS BIOTA WATER TREATMENT PLANT - DWR/CITY MOA

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the Memorandum of Agreement between the ND Department of Water Resources and the City of Minot establishing roles and responsibilities regarding operations, maintenance and replacement of the NAWS Biota Water Treatment Plant; and**
- 2. Authorize the Mayor to sign the MOA.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The NAWS project is a bulk water supply system being constructed to serve communities and rural water systems within north central North Dakota. The project will deliver water from the Missouri River Basin to communities and rural water systems within the Hudson Bay Basin. In compliance with the Boundary Waters Treaty of 1909, a Biota WTP is being constructed within the Missouri River Basin by the Commission as a means of reducing the project-related risk of aquatic invasive species (Biota) transfer.

B. Proposed Project

In October of 2023, the City of Minot approved a three party MOA between the Bureau of Reclamation, ND Department of Water Resources, and the City of Minot. The attached agenda is a two party agreement between the City and DWR. The purpose of the MOA is to further define roles and responsibilities between DWR and the City to provide operation and maintenance of the NAWS Biota water treatment plant in Max, ND.

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Minot will be treating all of the water for the NAWS project. Minot taking responsibility for operating the Biota plant is the most efficient for the overall operation.

C. Fiscal Impact

All costs for OM&R are a federal obligation under the Boundary Waters Treaty of 1909. The City of Minot will budget funds for operating and maintaining the Biota plant. All expenses will be reimbursed through requests to North Dakota Department of Water Resources.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A

NORTHWEST AREA WATER SUPPLY BIOTA WATER TREATMENT PLANT – OPERATIONS AND MAINTENANCE AGREEMENT

I. PARTIES

This Agreement is between the State of North Dakota, through the State Water Commission (the “Commission”) and the City of Minot, North Dakota (“City”) (collectively the “Parties”). The purpose of this Agreement is to identify and define the Parties’ roles, responsibilities, and deliverables for the Operation, Maintenance and Replacement (“OM&R”) of the Northwest Area Water Supply (“NAWS”) Biota Water Treatment Plant (“WTP”).

II. BACKGROUND

The NAWS project is a bulk water supply system being constructed to serve communities and rural water systems within northwestern North Dakota. The project will deliver water from the Missouri River Basin to communities and rural water systems within the Hudson Bay Basin. In compliance with the Boundary Waters Treaty, a Biota WTP is being constructed within the Missouri River Basin as a means of reducing the project-related risk of aquatic invasive species (“Biota”) transfer. The Biota WTP includes conventional water treatment, along with ultraviolet irradiation and chemical disinfection in the treatment process. This treatment occurs within the Missouri River Basin prior to the water being delivered via a buried pipeline to the City’s WTP.

The United States Department of the Interior, Bureau of Reclamation (“Reclamation”) signed a Record of Decision in 2015 to conclude the National Environmental Policy Act process. Environmental commitments in the Record of Decision include the development of an *Adaptive Management Plan* for the OM&R of the Biota WTP. The purpose of the *Adaptive Management Plan* is to monitor the effectiveness of the NAWS Biota WTP systems in reducing the risk of project-related transfer of aquatic invasive species from the Missouri River Basin to the Hudson Bay Basin. The *Adaptive Management Plan* could influence future Biota WTP operations.

The Commission is the NAWS project owner. The construction and operation of NAWS is performed by the Department of Water Resources (“DWR”), which has the statutory responsibility of administering the legal obligations of the Commission. The Parties, through this agreement are entering into a contract to operate and maintain the Biota WTP.

III. ROLES AND RESPONSIBILITIES

OM&R responsibilities include all routine day-to-day work items and replacements associated with Biota WTP operations and facility maintenance as described below.

The Parties have the following roles and responsibilities in operation and maintenance of the NAWS Biota WTP.

- a. The Commission and DWR’s responsibilities include the following:
 1. The Commission through DWR in collaboration with the City will implement the requirements set forth in Reclamation’s Record of Decision and *Adaptive Management Plan* as it relates to the Biota WTP operations.

2. DWR will ensure the structures associated with the operation and maintenance of the facility are insured. The DWR contributes funding to the North Dakota Insurance Reserve Fund, which provides insurance for state-owned facilities.
 3. The- Commission will retain ownership of the property and facilities that comprise the Biota WTP. No changes to this ownership will occur without Reclamation's concurrence.
 4. DWR will schedule and conduct quarterly coordination meetings with Reclamation and the City to discuss: (1) ongoing Biota WTP operations, (2) ongoing monitoring tasks, (3) reporting tasks, (4) changes as a result of modifications to the *Adaptive Management Plan*, and (5) extra-ordinary maintenance needs.
 5. DWR will obtain any permits required by applicable regulating agencies (i.e., discharge permit) for the operation and maintenance of the Biota WTP.
 6. DWR and City will ensure their respective equipment and vehicle operators have a valid and appropriate operator's license for equipment and vehicle use.
 7. DWR will conduct annual on-site maintenance review and security review of the Biota WTP and invite Reclamation to participate in these reviews. DWR with support from City will complete report on findings and provide the resulting report to Reclamation. Recommendations from these reviews will be addressed in an action plan cooperatively developed between the DWR, City, and Reclamation. These reviews will occur on an annual basis, or more frequently, as requested by DWR, City, or Reclamation.
- b. City's responsibilities include the following:
1. City will operate the Biota WTP day-to-day, which includes the water treatment processes as described in Reclamation's Record of Decision.
 2. City will ensure the equipment and vehicles associated with the operation and maintenance of the facility are insured. City may submit these costs and associated documentation to DWR for reimbursement.
 3. City will conduct regular routine maintenance activities of the Biota WTP equipment.
 4. City in collaboration with DWR and Reclamation will determine the appropriate staffing required for the operations of the Biota WTP.
 5. City will employ certified operators to staff the City's WTP and the Biota WTP. City will provide copies of any such certifications to Reclamation, consistent with federal privacy laws.

6. City in collaboration with DWR will provide Standard Operating Procedures (“SOPs”) for Reclamation review and approval. SOPs will document instructions detailing all steps and activities required to operate the plant, including frequency of tasks. The Biota WTP operators will review and use the SOPs for Biota WTP operation.
7. City in collaboration with DWR will provide emergency operating plan and procedures for Reclamation review and approval. The Biota WTP operators will review and use the emergency operation procedures should an incident arise that calls for such procedures to be enacted. Should an incident arise, operators will notify the key personnel of all Parties to this agreement within 24 hours.
8. City will provide janitorial services for the offices, conference room, restrooms, locker rooms, laboratory, electrical room, and other areas within the Biota WTP and facilities within the shop located on the Biota WTP site.
9. City will provide buildings and grounds maintenance, including landscaping, snow removal, weed control, etc. on the Biota WTP site.
10. City will collect and analyze influent and effluent water quality samples in accordance with the Adaptive Management Plan and share the data/results with the Commission through DWR and Reclamation per the Adaptive Management Plan.
11. City will operate the Biota WTP to meet the log-inactivation and removal credits (greater than 3 log inactivation of Giardia and greater than 4 log inactivation of viruses) as identified in Reclamation’s Record of Decision and as modified in the Adaptive Management Plan.
12. City will monitor the Nephelometric Turbidity Unit (“NTU”) of the coagulation, flocculation, sedimentation, and filtration processes. Desired outcome is less than or equal to 0.3 NTUs for the Combined Filter Effluent (“CFE”) in at least 95% of the 15-minute incremental measurements each month. Maximum level not to exceed 1.0 NTU at any time.
13. City will ensure proper operation of the UV Irradiation (lamp intensity/exposure in $\mu\text{watt-sec/cm}^2$.) Example: Minimum dosage of 40mJ/cm² at a design UV transmittance of 85% at 254 nm.
14. City will ensure proper operation of the chlorine/chloramine disinfection at a minimum dosage of 4 mg/L, with a contact time required 12.0 mg/L-min and minimum free chlorine residual of 2 mg/L.
15. City will record monthly pumping volumes leaving the Biota WTP and provide documentation to the Commission through DWR and Reclamation.
16. City will provide annual financial statement for the Biota WTP to the DWR. The annual financial statement will cover the same reporting period as the

schedule of expenditures of federal awards included in the City's Annual Comprehensive Financial Report.

Commented [SGSA1]: This was added

- c. The Parties shall have the following joint responsibilities:

DWR and City will participate in an after-action review with personnel involved in the emergency operation procedures to identify response measures implemented, opportunities for improvement, etc. DWR, City, and Reclamation will cooperatively work to modify the emergency operation procedures, if necessary, based on the outcome of the after-action review.

IV. FUNDING AND PAYMENT

Federal funding for the OM&R of the Biota WTP will be transferred through a cooperative agreement between Reclamation and the Commission, as directed by the authorizing legislation. Federal funds will be provided as they are made available by the United States Congress.

City will track all costs associated with the OM&R of the Biota WTP in accordance with Generally Accepted Accounting Principles. The Commission, through DWR, will reimburse City for all costs associated with OM&R of the Biota WTP on a quarterly basis. City will submit its reimbursement request to DWR with all supporting documentation. DWR will review the request and make payments to the City within 45 days.

Commented [SS2]: is there a reason this is capitalized - were we circling back to add a definition or reference to something?

Payment of an invoice by DWR will not prejudice the Commission's right to object to or question that or any other invoice or matter in relation thereto. City's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by DWR, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute allowable costs. At DWR's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to City.

V. TERM OF CONTRACT

This Agreement shall become effective upon signature of both parties and shall remain in effect unless the Agreement is terminated as provided in the following Section.

VI. TERMINATION

Commented [SGSA3]: From this Section and later was added

a. Termination by Mutual Agreement

This Contract may be terminated by mutual consent of both Parties executed in writing.

b. Early Termination in the Public Interest

The Commission is entering this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, Agencies and Courts. If this Contract ceases to further the public policy of the State of North Dakota, the Commission, in its sole discretion, by written notice to City, may terminate this Contract in whole or in part.

c. Termination for Lack of Funding or Authority

The Commission by written notice to City, may terminate the whole or any part of this

Contract under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
2. If federal or state laws or rules are modified or interpreted in a way that the services or goods are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
3. If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

d. Termination for Cause

The Commission may terminate this Contract effective upon delivery of written notice to City, or any later date stated in the notice:

1. If City fails to provide services or goods required by this Contract within the time specified or any extension agreed to in writing by the Commission; or
2. If City fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of the Commission provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

VII. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected party, the event is beyond the party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If City is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then the Commission may seek all available remedies, up to and including termination of this Contract pursuant to its Termination clause, and the Commission shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

VIII. INDEMNIFICATION

City agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees ("State"), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by City to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. City also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against City in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after termination of this agreement.

IX. INSURANCE

City shall secure and keep in force during the term of this agreement and City shall require all subcontractors, prior to commencement of an agreement between City and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Contract. For the purposes of this Contract, the only state of operation is North Dakota.
- d. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.
- e. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. City must continuously maintain such coverage during the contract period and for three years thereafter. In the event of a change or cancellation of coverage, City shall purchase an extended reporting period to meet the time periods required in this section.

The insurance coverages listed above must meet the following additional requirements:

- f. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of City. The amount of any deductible or self-retention is subject to approval by the Commission.

- g. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the Commission. The policies must be in form and terms approved by the Commission.
- h. The duty to defend, indemnify, and hold harmless the Commission under this agreement shall not be limited by the insurance required in the agreement.
- i. The Commission shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The Commission shall have all the benefits, rights, and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of City.
- j. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Commission.
- k. The City shall furnish a certificate of insurance to the Commission before commencement of this agreement. All endorsements shall be provided as soon as practicable.
- l. Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.
- m. City shall provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. City shall provide on an ongoing basis, certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change in policy.

X. WORKS FOR HIRE

City acknowledges that all work(s) under this Contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to the Commission all rights and interests City may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All software and related materials developed by City in performance of this Contract for the Commission shall be the sole property of the Commission, and City hereby assigns and transfers all its right, title, and interest therein to the Commission. City shall execute all necessary documents to enable the Commission to protect the Commission's intellectual property rights under this section.

XI. WORK PRODUCT

All work product, equipment or materials created for the Commission or purchased by the Commission under this Contract belong to the Commission and must be immediately delivered to the Commission at the Commission's request upon termination of this Contract.

XII. NOTICE

All notices or other communications required under this Contract must be given by email, registered or certified mail and are complete on the date postmarked when addressed to the Parties at the following addresses:

COMMISSION/DWR	CITY
	Name: <u> </u>
	<u>Utilities Director</u> Title
1200 Memorial Highway	<u>PO Box 5006</u> Address
Bismarck, ND 58504	<u>Minot, ND 58702</u> City, State, Zip
spillai@nd.gov	<u>Publicworks@minotnd.gov</u> Email

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

XIII. CONFIDENTIALITY

City shall not use or disclose any information it receives from the Commission under this Contract that the Commission has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by the Commission. The Commission shall not disclose any information it receives from City that City has previously identified as confidential and that the Commission determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, **N.D.C.C. CH. 44-04**. The duty of the Commission and City to maintain confidentiality of information under this section continues beyond the Term of this Contract.

XIV. COMPLIANCE WITH PUBLIC RECORDS LAWS

Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request. Public records may include: (a) records the Commission receives from City under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract. City agrees to contact the Commission immediately upon receiving a request for information under the public records law and to comply with the Commission's instructions on how to respond to such request.

XV. ASSIGNMENT AND SUBCONTRACTS

City may not assign or otherwise transfer or delegate any right or duty without the Commission's express written consent, provided, however, that City may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should an assignee be a business or entity with whom the Commission is prohibited from conducting

business, the Commission shall have the right to terminate in accordance with the Termination for Cause clause of this Contract. City may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. City is solely responsible for the performance of any sub-City with whom City contracts. City does not have authority to contract for or incur obligations on behalf of the Commission.

XVI. SPOLIATION – PRESERVATION OF EVIDENCE

City shall promptly notify the Commission of all potential claims that arise or result from this Contract. City shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the Commission the opportunity to review and inspect such evidence, including the scene of an accident.

XVII. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

XVIII. SEVERABILITY

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Contract did not contain that term.

XIX. APPLICABLE LAW AND VENUE

This Contract is 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. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XX. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By entering this Contract, the Commission does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The Parties may enforce the rights and remedies in judicial proceedings. The Commission does not waive any right to a jury trial.

XXI. ATTORNEY'S FEES

In the event a lawsuit is instituted by the Commission to obtain performance due under this Contract, and the Commission is the prevailing Party, City shall, except when prohibited by N.D.C.C. § 28-26-04, pay the Commission's reasonable attorney fees and costs in connection with the lawsuit.

XXII. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

City agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). City agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. City shall have and keep current all licenses and permits required by law during the Term of this Contract all licenses and permits required by law. City is prohibited from boycotting Israel for the duration of this Contract. (See N.D.C.C § 54-44.4-15). City represents that it does not and will not engage in a boycotting Israel during the term of this Contract. If the Commission receives evidence that City boycotts Israel, the Commission shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if City has fewer than ten full-time employees. City's failure to comply with this section may be deemed a material breach by City entitling the Commission to terminate in accordance with the Termination for Cause clause of this Contract.

XXIII. STATE AUDIT

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of City relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. City shall maintain these records for at least three (3) years following completion of this Contract and be able to provide them upon reasonable notice. The Commission, State Auditor, or Auditor's designee shall provide reasonable notice to City prior to conducting examination.

XXIV. OBSERVATIONS BY COMMISSION, DWR

The Commission, DWR, or its representatives shall at all reasonable times have access to the Biota WTP and may observe, inspect, photograph, or otherwise review the Biota WTP's operations, for any purpose including ascertaining if they are being kept in a safe and proper operating condition. Notice of such visits to the Biota WTP will be given to the City in advance, if possible, and interference with the City's performance will be avoided to the maximum extent possible.

XXV. COUNTERPARTS

This Contract may be executed in multiple, identical counterparts, each of which is be deemed an original, and all of which taken together shall constitute one and the same contract.

XXVI. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both Parties. If no start date is specified in the Term of Contract clause, the most recent date of the signatures of the Parties shall be deemed the "Effective Date".

XXVII. SIGNATURE PARTIES

IN WITNESS WHEREOF, the Parties have executed this Agreement and agree to the terms and conditions on the date and year written below.

Dated this ____ day of _____, 2024.

STATE OF NORTH DAKOTA
STATE WATER COMMISSION

By: _____
Dr. Andrea Travnicek, Ph.D.,
Secretary

Dated this ____ day of _____, 2024.

City of Minot

By: _____
Thomas Ross
Mayor

By: _____
Mikayla McWilliams
City Clerk

By: _____
David Lakefield
Finance Director



TO: Mayor Ross
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: June 3, 2024

SUBJECT: TYLER PAYMENTS CREDIT CARD PROCESSING CONTRACT

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the contract with Tyler Technologies for over-the-counter payments in Tyler payments; and**
- 2. Authorize the Finance Director to sign the agreement with Tyler Technologies.**

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Melody Shelkey, Treasurer, 701-857-4771

III. DESCRIPTION

A. Background

The City's current version of Tyler cashiering was upgraded in April of 2023 which required the City to change the over-the-counter credit card provider to remain with a supported payment gateway. Tyler has again updated the vendors that will be supported in the cashiering system.

B. Proposed Project

This project would allow for a seamless transition for over-the-counter payments and would allow employees to continue receipting directly in City's cashiering ERP system.

C. Recommendation Detail

The payment vendors currently available are Tyler payments and Global payments. The fee structure is the same for both vendors and the City feels that by going with Tyler payments directly, it should alleviate the need to switch credit card vendors in the near future.

IV. IMPACT

A. Aspirations

These agreements achieve all of the City Council Aspirations: Resilient and Prepared. It provides a smooth transition and will allow business to continue with no interruptions.

B. Service/Delivery Impact:

The approval of this contract will allow the City to move forward with implementation of the new payment provider which needs to be completed for over-the-counter payments by the end of December.

C. Fiscal Impact

Project Costs

This contract will be funded within department budgets and allocated accordingly to the applicable department. Credit card fees currently aren't charged back to customers, this cost is absorbed by the department and should be utilized when determining rate structures. The fee structure for over-the-counter payments will be \$0.50 / transaction with basis points of 0.50%, based on the transaction amount plus any applicable interchange fees. These fees vary based on the type of card, bank fee, card brand fees, dues, and other processing fees. There are also annual fees of \$180 / credit card machine, the City is currently projected to have 16 total machines for an annual total of \$2,880.

Project Funding

The fees are budgeted department's banking and credit card fees (45950).

VI. ALTERNATIVES

The City can refuse to sign this contract which wouldn't allow the City to be able to process real time credit card payments after December 31, 2024. The credit card payments would have to be processed directly in our current payment gateway provider. The confirmation number received would need to be directly applied in Tyler cashiering for the system to recognize the payment to receipt. This will increase the processing time of over-the-counter payments for City staff and could potentially increase errors due to additional manual work for the employees. The City also could also elect to change the cashiering system module, but the cost would be far greater than remaining with Tyler Technologies. A quote received from City Base showed the annual fee would be \$45,000 each year and an additional \$2,500 each year for each payment hardware station, the City is estimating 16. The City currently pays under \$8,000 for the current cashiering module and interfaces.



Quoted By: Christina Young
Quote Expiration: 08/13/24
Quote Name: Minot-ERP-Payments
Quote Description: Payments

Sales Quotation For:

Shipping Address:

City of Minot
515 2nd Ave SW
Minot ND 58701-3739

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Enterprise ERP										
Enterprise ERP Payments	General Billing				0.50%	\$ 0.50		X		
Enterprise ERP Payments	Utility Billing				0.50%	\$ 0.50		X		
Payments - Other Fees										
Enterprise ERP										
Credit Card Chargebacks		\$ 15.00								

Client Card Cost - Interchange Plus Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit	Total
						Maint/SaaS Discount	
Payments Lane 3000 Terminal Purchase	1	\$ 419.00	\$ 0.00	\$ 419.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 180.00
TOTAL				\$ 419.00	\$ 180.00		

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 419.00	\$ 180.00
Summary Total	\$ 419.00	\$ 180.00
Contract Total	\$ 599.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: June 3, 2024

**SUBJECT: AN ORDINANCE TO HOLD THE MEETING FOR ORGANIZATION OF
THE CITY COUNCIL IN CONJUNCTION WITH THE FIRST MEETING IN
JULY OF EACH EVEN-NUMBERED YEAR**

I. RECOMMENDED ACTION

It is recommended City Council adopt the proposed ordinance on first reading.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

In 2023, the legislature passed HB 1293, which moved the day that city elected officials and elected park officials take office from the fourth Tuesday in June to their first meeting in July. The set date in June often required cities and park districts to hold an extra meeting to organize if they would not normally meet on that date. The bill also took into consideration 2021 legislation that moved the election canvassing board meetings from 5 days after the election to 13 days after the election. The canvassing board meeting is where a number of appointed individuals review set aside ballots and finalize the election results. Moving the canvassing board meeting date without moving the date for officials to take office resulted in an extremely tight turnaround - one day - to canvass the election results. In instances where city elected officials and park district officials had tie vote counts or were within the thresholds of requiring a recount, canvassing officials would only have one day to resolve these issues.

B. Proposed Project

This ordinance moves the date city council members take office back a week, to July 1st of each even-numbered year.

C. Recommendation Detail

Passing this ordinance will eliminate the need for an additional meeting in June, and allow canvassing officials additional time for election recounts and to

address other issues when there is a tie/close vote or an individual decides not to accept an office.

IV. IMPACT

A. Aspirations

Increasing efficiencies by eliminating an extra Council meeting and allowing adequate time for canvassing officials to complete their official duties is in alignment with the City Council's "Resilient and Prepared" aspiration.

B. Service/Delivery Impact:

This ordinance will eliminate an extra meeting in June, allow the canvassing board to complete its duties, and bring our ordinance in alignment with state law.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Alternative 1: Do not pass the ordinance. This will result in the organizational meeting remaining the 4th Tuesday in June - and not address the quick canvassing turnaround.

Alternative 2: The Council could amend the ordinance, but depending upon the amendment it would likely be inconsistent with state law and could cause confusion.



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.22 (ORGANIZATIONAL MEETING) UNDER CHAPTER 2 (ADMINISTRATION), ARTICLE II (CITY COUNCIL), DIVISION 1 (GENERALLY), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO HOLD THE ORGANIZATIONAL MEETING OF THE CITY COUNCIL IN CONJUNCTION WITH THE COUNCIL'S FIRST MEETING IN JULY OF EVEN-NUMBERED YEARS.

WHEREAS, the City of Minot is a political subdivision lawfully recognized in the state of North Dakota as a home rule city and possessing municipal powers and authority pursuant to its home rule charter and provisions of North Dakota Century Code (NDCC) § 40-05.1, as well as statutory provisions codified in NDCC 40-05-01; and

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof, including the authority to control its finances and fiscal affairs; and

WHEREAS, in 2023, the sixty-eighth legislative assembly of North Dakota amended NDCC 40-04.1-05 to move the city council organizational meeting from the fourth Tuesday in June of each even-numbered year, to in conjunction with the city council's first meeting in July; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

§ 1. That Section 2.22 (Organizational Meeting), under Chapter 2 (Administration), Article II (City Council), Division 1 (Generally), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 2-22. Organizational Meeting

The meeting for the organization of the city council shall be held in conjunction with the first meeting in July of each even-numbered year, at which meeting the members of the city council shall elect from their number a president and vice-president, who shall hold their respective offices until their successors are elected at the next organizational meeting.

§2. This Ordinance shall become effective upon final passage and approval.

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.22 (ORGANIZATIONAL MEETING) UNDER CHAPTER 2 (ADMINISTRATION), ARTICLE II (CITY COUNCIL), DIVISION 1 (GENERALLY), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO HOLD THE ORGANIZATIONAL MEETING OF THE CITY COUNCIL IN CONJUNCTION WITH THE COUNCIL'S FIRST MEETING IN JULY OF EVEN-NUMBERED YEARS.

WHEREAS, the City of Minot is a political subdivision lawfully recognized in the state of North Dakota as a home rule city and possessing municipal powers and authority pursuant to its home rule charter and provisions of North Dakota Century Code (NDCC) § 40-05.1, as well as statutory provisions codified in NDCC 40-05-01; and

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof, including the authority to control its finances and fiscal affairs; and

WHEREAS, in 2023, the sixty-eighth legislative assembly of North Dakota amended NDCC 40-04.1-05 to move the city council organizational meeting from the fourth Tuesday in June of each even-numbered year, to in conjunction with the city council's first meeting in July; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

§ 1. That Section 2.22 (Organizational Meeting), under Chapter 2 (Administration), Article II (City Council), Division 1 (Generally), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 2-22. Organizational Meeting

The meeting for the organization of the city council shall be held ~~on in conjunction with the fourth Tuesday first meeting in June~~ July of each even-numbered year, at which meeting the members of the city council shall elect from their number a president and vice-president, who shall hold their respective offices until their successors are elected at the next organizational meeting.

§2. This Ordinance shall become effective upon final passage and approval.

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Justin Sundheim, Police Captain

DATE: June 3, 2024

SUBJECT: FY2022 LOCAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

I. RECOMMENDED ACTION

- 1. It is recommended City Council accept the FY 2022 Local Edward Byrne Memorial Justice Assistance Grant (JAG);**
- 2. Authorize the Mayor to sign the Memorandum of Understanding; and**
- 3. Pass an ordinance to amend the 2024 annual budget to increase the Police Department operation supplies, department equipment and capital revenues and expenditures for the FY2022 Edward Byrne JAG Grant.**

II. DEPARTMENT CONTACT PERSONS

John Klug, Chief of Police, 701-857-9800
Justin Sundheim, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

The Minot Police Department and Ward County Sheriff's Department will purchase items for their departments using approximately half of the funds for each agency. Each agency will maintain custody and control of the item purchased with their portion of the grant funds. Ward County will purchase Individual First Aid Kits (IFAK) and traffic control beacons. Minot PD will purchase two (two) E-Bicycles to be used by the bike patrol unit.

B. Proposed Project

The Ward County Sheriff's Department will purchase Individual First Aid Kits and traffic control beacons at approximately \$9,074. The Minot Police Department will use the remainder of the funds, approximately \$9,072 for the

purchase of two (2) E-bicycles. Each agency is entitled to fifty percent of the total grant amount; however, any unused portion will be made available to the other agency.

C. Recommendation Detail

The JAG grant is fiscally funded annually through the Department of Justice (DOJ). The grant is awarded to the Minot Police Department and Ward County Sheriff's Department. It is administered through the City of Minot and fiscally split with the Ward County Sheriff's Department. An extension of FY22 was awarded to extend the project timeline into 2024.

IV. IMPACT

A. Aspirations

By using federally awarded funds to equip our area law enforcement departments with operational equipment, quality public safety service remains a priority.

B. Service/Delivery Impact:

Individual First Aid Kits (IFAK)-These kits allow for rapid deployment of specialized lifesaving equipment, thus enhancing and increasing survival rates for deputies and citizens of the community. These kits will be used for, but not limited to, life-threatening bleeding injuries as well as airway and respiratory issues.

Traffic Alert Beacons-Emergency roadside beacons will allow deputies to establish a visual warning alert thus increasing safety around critical incidents such as traffic crashes.

E-Bikes-Electronic bicycles are a combination of manual power (pedaling) and electric power. This will enhance the Minot PD bike patrol unit, whose primary function is accessibility to the public. These will allow officers to increase presence and decrease response time in routine and special event emergencies where traditional patrol units have difficulty accessing.

C. Fiscal Impact

Project Costs

FY 2022 JAG Grant	\$18,146
Matching Funds	<u>0</u>
Total	\$18,146 cost
components and dollar amounts	

Project Funding

N/A

VI. ALTERNATIVES

The council can deny acceptance of the grant and direct police department staff to alternative means to fund listed equipment.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
POLICE GRANT DEPARTMENT REVENUES AND EXPENDITURES FOR THE FY22
EDWARD BYRNE JAG GRANT.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

- §1: An ordinance amending the 2024 annual budget to increase the Police Grant department revenues and expenditures for the 2022 Edward Byrne JAG Grant award:

10000000-33100	2022200008	\$18,146
10020000-46101	2022200008	9,074
10020000-46102	2022200008	9,072

- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

BJA FY 2022

Edward Byrne Memorial Justice Assistance Grant Program

City of Minot Police Department and Ward County Sheriff's Department

Project Abstract

Fiscal Year (FY) 2022 JAG Project Identifiers: Individual First Aid Officer Kits (IFAK), Traffic Alert Emergency Beacons, and E-Bikes.

The agencies applying for this grant are Minot Police Department, located in the City of Minot, ND and the Ward County Sheriff's Department, located in Ward County, ND. This will be done within the confines of Ward County, of which the City of Minot is a part.

- The proposal for the Ward County Sheriff's Department are individual officer first aid kits and traffic alert beacons.

The proposal for the Ward County Sheriff's Department includes individual officer first aid kits. These kits allow for rapid deployment of specialized lifesaving equipment, thus enhancing and increasing survival rates for deputies and citizens of the community. These kits will be used for, but not limited to, life threatening bleeding injuries as well as airway and respiratory issues.

Traffic Alert Beacons-Emergency roadside beacons will allow deputies to establish a visual warning alert thus increasing safety around critical incidents such as traffic crashes.

- The proposal for the Minot Police Department are two (2) E-Bikes.

The purpose of this proposal is to enhance the bike patrol unit, whose primary function is accessibility to the public. These will allow officers to increase presence and decrease response time in routine and special event emergencies where traditional patrol units have difficulty accessing.

If awarded this grant, the Ward County Sheriff's Office and the Minot Police Department agree to follow all of the additional requirements necessary for the receiving and expenditure of funds awarded under this grant.

Edward Byrne Memorial Justice Assistance Grant Program

City of Minot Police Department and Ward County Sheriff's Department

Program Narrative

The agencies applying for this grant are Minot Police Department, located in the City of Minot, ND and the Ward County Sheriff's Department, located in Ward County, ND. This will be done within the confines of Ward County, of which the City of Minot is a part.

- The proposal for the Ward County Sheriff's Department is the purchase of individual officer first aid kits and traffic alert beacons.

Individual First Aid Kits (IFAK)-These kits allow for rapid deployment of specialized lifesaving equipment, thus enhancing and increasing survival rates for deputies and citizens of the community. These kits will be used for, but not limited to, life threatening bleeding injuries as well as airway and respiratory issues.

Traffic Alert Beacons-Emergency roadside beacons will allow deputies to establish a visual warning alert thus increasing safety around critical incidents such as traffic crashes.

This equipment will be purchased through the City of Minot and stored and controlled by the Ward County Sheriff's Department.

- The proposal for the Minot Police Department is the purchase of two (2) E-Bicycles to include emergency lighting.

E-Bikes-Electronic bicycles are a combination of manual power (pedaling) and electric power. This will enhance the bike patrol unit, whose primary function is accessibility to the public. These will allow officers to increase presence and decrease response time in routine and special event emergencies where traditional patrol units have difficulty accessing.

The City of Minot Finance Department and the Minot Police Department will administer the grant.

THE STATE OF NORTH DAKOTA
COUNTY OF WARD

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MINOT, ND AND COUNTY OF WARD ND**

**2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
APPLICATION NUMBER: TBD**

This Agreement is made and entered into this ____ day of June 2024, by and between the COUNTY of WARD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of MINOT, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Ward County, State of North Dakota, witnesseth:

WHEREAS, this Agreement is made under the authority of this Memorandum of Understanding: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY with a share of the equipment and / or expenditures from the JAG award for the 2022 Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY and COUNTY agree to expend the \$18,146 - 2022 JAG grant to purchase the following equipment for each agency. The Minot Police Department will purchase 2 (two) E-bicycles and the County Sheriff's Department will purchase individual first aid kits and traffic alert beacons. The COUNTY allocation for their project is \$9,074 The CITY allocation for their project is \$9,072 Any unused portion of grant funds can be used by the other agency if needed to fund their project.

Section 2.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 3.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 4.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MINOT, ND

COUNTY OF WARD, ND

City Mayor Date

Commission Chairman Date

Chief of Police Date

Ward County Sheriff Date



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: June 3, 2024

SUBJECT: CENTRAL DAKOTA MPO UPWP CONTRACT APPROVAL

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the UPWP Contract with NDDOT;**
- 2. Authorize the Mayor to sign the contract; and**
- 3. Approve the budget amendment on first reading.**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

The Central Dakota Metropolitan Planning Organization (CDMPO) was created last year and recently adopted its first Unified Planning Work Program (UPWP) document, which is essentially a budget. It has also been decided by the CDMPO's Policy Board that the City of Minot will act as the financial sub-recipient of the federal funds on its behalf. By doing this, many of the administrative and financial audit tasks do not have to be duplicated by both agencies.

B. Proposed Project

The NDDOT will require the City of Minot to be the sub-recipient of the federal funds on behalf of CDMPO. The CDMPO's Executive Director will create a UPWP (budget) that the Policy Board will adopt for those funds. The City will account for the funds much like it does for the library board. The City will assist with audit and reporting activities for NDDOT grant compliance.

C. Recommendation Detail

The NDDOT and CDMPO need council's approval on this contract before federal funds can be released to CDMPO.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing, Excellent and Connected

B. Service/Delivery Impact:

Having a coordinated transportation planning effort throughout the metro area will benefit all of our residents who commute, run a business, and rely on transportation logistics.

C. Fiscal Impact

This contract enables CDMPO to receive federal Consolidated Planning Grant (CPG) funds. Without these funds, CDMPO cannot operate.

Project Costs

Federal	\$443,482.47
Burlington	\$2,217.41
Minot	\$76,500.72
Surrey	\$2,217.41
Ward County	\$29,935.07

Project Funding

General fund cash reserves

VI. ALTERNATIVES

Minot is required to be a part of the CDMPO. Council could choose a different funding source for the local funds.

MEMO TO: Ron Henke
Director

FROM: Zacher, Wayne A.

DATE: 05/17/2024

SUBJECT: 38231485: Central Dakota MPO 2024 UPWP Contract

This is Central Dakota MPO's first UPWP Contract, which expires 12/31/24. We will enter into a new contract with the MPO for 2025. The approved UPWP is for 2024 only. We will encourage the MPOs to still consider a rolling 2-year UPWP.

There were 3 one-time changes in this UPWP Contract. I changed the Period of Performance from beginning January 1st to May 1st, but we will still be held to the federal authorization date in the top table. I also added signature blocks for the MPO to sign this agreement even though the City of Minot is the Subrecipient.

If you have any questions, please contact me at 701-328-4828.

38/waz

DocuSign signature tree:
Stacey Hanson;
Paul Benning;
Shannon Sauer;
Lance Meyer, City of Minot (CDMPO);
CDMPO Policy Board Chairperson
City of Minot Mayor/President of Commission;
City of Minot witness;
Wayne Zacher;
Clint Morgenstern;
Chad Orn;
Stacey Hanson

NDDOT Contract No. 38231485

**North Dakota Department of Transportation
METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No.: 20.205, 20.505

Assistance Listing Title: Highway Planning & Construction, Metropolitan Transportation Planning & State & Non-Metropolitan Planning & Research

Award Name: Federal-Aid Highway Program

Awarding Federal Agency: Federal Highway Administration (FHWA), Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Zacher, Wayne A. Telephone: 701-328-4828

Subrecipient/LPA Name: City of Minot

Subrecipient Unique Entity Identifier (UEI) No.: D33RGAW88JU9

Federal Award Identification No. (FAIN):

Federal Award Date:

Subaward Period of Performance Start & End Date:

Subaward Budget Period Start & End Date:

Amount of Federal Funds Obligated by this action: \$

Total Amount of Federal Funds Obligated to the subrecipient: \$

Total Federal Award: \$

Federal Award Project Description:

Research and Development Activities:

Indirect Cost Rate (ICAP):

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Entity: City of Minot (Central Dakota Metropolitan Planning Organization)

Description: Unified Planning Work Program

Duration: 2024



This agreement is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Minot, hereinafter referred to as the Subrecipient, whose address is 10 3rd Ave SW, Minot, ND 58701.

WHEREAS, Federal Law 23 U.S.C., Section 134, requires that a continuing, comprehensive, and cooperative (3-C) transportation planning process be carried out between state and local governments in urbanized areas, and

WHEREAS, the Subrecipient has been designated by the Governor of North Dakota as the Metropolitan Planning Organization responsible, together with NDDOT, for carrying out the provisions of 23 U.S.C. 134, and

WHEREAS, Section 5303 Federal Transit Administration (FTA) and PL Federal Highway Administration (FHWA) funding, hereinafter referred to as Consolidated Planning Grant (CPG) funds will be administered by NDDOT for the purpose of transportation planning in urbanized areas, and

WHEREAS, the Subrecipient is eligible to receive CPG funds from both FHWA and FTA under 23 U.S.C. 104(f) and 49 U.S.C. 5305(d), and

WHEREAS, the Subrecipient has prepared and approved a Unified Planning Work Program (UPWP) in accordance with the guidelines set forth by the FHWA and FTA for utilization of available CPG funds.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, NDDOT and the Subrecipient agree as follows:

1. **SCOPE OF WORK:** The Subrecipient shall perform, in a satisfactory and timely manner, those tasks and activities as outlined in the Subrecipient's UPWP and approved by NDDOT, FHWA, and FTA, a copy of which is attached hereto and made a part hereof. The Subrecipient shall follow NDDOT policies and procedures, as outlined in the NDDOT Local Government Manual, in the completion of the UPWP and abide by all applicable federal regulations, including 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
2. **PERIOD OF PERFORMANCE:** The period of performance will be from May 1, 2024 to December 31, 2024.
3. **COMPENSATION:**
 - NDDOT shall reimburse the Subrecipient 80 percent of all eligible costs as presented in the budget section of the UPWP, up to a maximum of \$443,482.47. The Subrecipient shall provide the remaining 20 percent and all cost overruns from non-federal funds. Budget transfers among cost categories shall comply with 2 CFR 200.



- The Subrecipient will make all contract payments. No costs will be incurred by NDDOT for this project. NDDOT will reimburse the Subrecipient for the federal aid eligible amount. Payment will be made upon receipt of the Subrecipient's request for reimbursement.
 - The Subrecipient shall provide monthly billing to NDDOT. To be eligible, costs must be limited to those costs that are allowed under federal regulations (2 CFR 200). Monthly billings will include the submittal of a report documenting the tasks completed in the billing period.
 - All requests for reimbursement must be submitted to NDDOT within 90 days of the period of performance end date of this agreement. NDDOT may take actions as outlined in 2 CFR 200.339, such as withholding payments, pending correction of non-compliance with this agreement. All invoices are subject to audit, at NDDOT's discretion.
 - Payments under this agreement will be made from federal funds obtained through the Infrastructure Investment and Jobs Act of 2021, Public Law 117-58, 23 U.S.C. 104. The Subrecipient is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Subrecipient's failure to comply with federal requirements. Reimbursement will be predicated on availability of federal funds. The Subrecipient further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this agreement, if not eligible for federal funds.
 - All work provided by the Subrecipient under this agreement must be performed to NDDOT's satisfaction and in accordance with all applicable federal, state, and local laws and regulations. The Subrecipient will not receive payment for work found by NDDOT to be unsatisfactory or performed in violation of federal, state, or local law.
4. **INDIRECT COST RATE PROVISION:** Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the subrecipient.
 - allow the de minimis 10% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.
5. **COST PRINCIPLES:** The Subrecipient agrees to follow the cost principles and allowable cost guidelines in accordance with 2 CFR Part 200, Subpart E. The Subrecipient will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.



6. **FEDERAL FUNDING:** This contract is subject to a financial assistance contract between the state of North Dakota, the Federal Highway Administration, and the USDOT. Federal funds may not be obligated prior to authorization by FHWA.
7. **TERMS EXTENDING BEYOND BIENNIUM:** Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for NDDOT. In the event of insufficient appropriations, NDDOT may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Subrecipient.
8. **RECORDS AND INSPECTION:** The Subrecipient shall maintain all accounting and project records NDDOT may require. NDDOT and the Federal Government shall at all times be permitted to inspect the work and have access to all books, records, correspondence, instructions, receipts, vouchers, and memorandum pertaining to the work hereunder and copies thereof shall be furnished when requested. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the closure of the consolidated planning grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied. The Subrecipient agrees to conduct records retention and access in accordance with 2 CFR Part 200.334-338, as applicable.
9. **SUBCONTRACTING:** The Subrecipient shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor. If a subcontract is made, the Subrecipient must follow procedures outlined in 2 CFR 200.331.
10. **SUBCONTRACT PROVISIONS:** The Subrecipient shall include the following statement of financial assistance in any advertisement or invitation to bid for any procurement under this agreement:

"This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT."
11. **ASSIGNMENTS:** The Subrecipient shall not assign nor transfer the Subrecipient's interests or duties under this agreement without the express written consent of the state.
12. **RISK ASSESSMENTS:** The NDDOT conducts pre-award risk assessments prior to issuing a subaward contract. The Subrecipient shall conduct risk assessments of their sub awardees either before or after making the award to determine the appropriate level of monitoring. The contractor shall document its procedures for assessing risk and have them available upon NDDOT request.



13. RISK BASED MONITORING:

a. The NDDOT has conducted a risk assessment, as required by 2 CFR 200.332, and has determined the following risk-based monitoring requirements for this award:

- All payments are on a reimbursement basis.
- Require submittal of Title VI pre-authorization paperwork.
- Require submittal of FFATA form.
- Annual Mid-Year Review.
- Require submittal of quarterly progress reports.
- Perform site visit or desk review of select area as deemed necessary.
- Require training in area deemed necessary.

Risk assessments may be repeated throughout the period of performance and monitoring requirements adjusted based on level of risk.

b. In the event of noncompliance or failure to perform, the NDDOT has the authority to apply remedies, in accordance with 2 CFR 200.339, including but not limited to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate and in accordance with 2 CFR 200.332.

14. PROCUREMENT: The Subrecipient shall follow the policies and procedures of the state when procuring property and services under a federal award, in accordance with 2 CFR 1201.317.

15. EQUIPMENT: The Subrecipient shall follow the policies and procedures of the state with respect to use, management and disposal of equipment acquired under a federal award, in accordance with 2 CFR 1201.313.

16. PROCUREMENT OF RECOVERED MATERIALS: In accordance with 2 CFR 200.323, the Subrecipient and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

17. TERMINATION:

a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by NDDOT, under any of the following conditions:

- i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in



writing to accommodate a reduction in funds.

- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract;
- iii. If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by this contract is for any reason denied, revoked, or not renewed;

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- a. NDDOT, by written notice to the Subrecipient, may terminate the whole or any part of this agreement:
 - i. If the Subrecipient fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Subrecipient fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

18. **AMENDMENTS:** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

19. **SEVERABILITY:** If any part of this agreement is determined to be invalid, illegal, or unenforceable, the determination does not affect the validity, legality, or enforceability of any other part of this agreement, and the remaining parts of this agreement shall be carried out by each party.

20. **CLOSEOUT:** NDDOT and the Subrecipient will comply with 2 CFR 200.344 closeout requirements. The contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement. The NDDOT will close out the agreement with the federal awarding agency when it determines that all applicable administrative actions and all required work have been completed and the agreement has reached its period of performance end date.

21. **CIVIL RIGHTS:** Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into, and made a part of this agreement.



22. NONDISCRIMINATION – COMPLIANCE WITH LAWS: The Subrecipient agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

23. AFFIRMATIVE ACTION PROGRAMS: The Subrecipient and subcontractors shall develop and maintain an affirmative action program, as defined in 49 CFR Part 21 and a Minority Business Enterprise Action Program in accordance with 49 CFR Part 26, as appropriate; to ensure that persons and businesses are not discriminated against because of race, religion, color, national origin, disability, age, sex, political opinions or affiliations, or status with regard to marriage or public assistance, in programs, projects and activities.

Should the Subrecipient fail to comply with any Federal civil rights statute, or any order or regulation issued under such statute, NDDOT shall notify the Subrecipient of the determination and shall direct the Subrecipient to take the action that may be necessary to ensure compliance. If, within a reasonable period of time, after receiving notification the Subrecipient fails or refuses to take action required by the notice, NDDOT shall take action as may be determined to be appropriate, including but not limited to the withholding of payments to the Subrecipient under the agreement in whole or in part.

24. DISADVANTAGED BUSINESS ENTERPRISE: In the performance of this agreement, the Subrecipient shall cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement. The Subrecipient shall comply with the requirements of 49 CFR Part 26.

The Subrecipient shall not discriminate on the basis of race, color national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.)

The Subrecipient will include the following paragraph verbatim in any subcontracts they sign relative to this project:

The Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subrecipient shall



carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the NDDOT deems appropriate.

25. **PROMPT PAYMENT:** Payment of invoices by the Subrecipient shall be within 20 days of Receipt, as required for NDDOT's DBE program.

26. **DISABILITY:** The Subrecipient shall ensure that no qualified disabled individual, as defined in 29 U.S.C. 794 and 49 C.F.R. Part 27 shall, solely by reason of this disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance under this agreement.

27. **DRUG-FREE WORKPLACE:** The Subrecipient shall comply with the requirements for drug-free workplace, in accordance with 49 CFR 32, Subpart B.

28. **AUDITS:**

- a. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 CFR Part 200, Subpart F. A copy of such audit, covering the term of this agreement, shall be submitted to NDDOT. Entities that expend \$750,000 or less in federal funds, in a fiscal year, from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
- b. The Subrecipient must fill out and submit to NDDOT the Single Audit Certification (SFN60639) and a schedule of federal expenditures for their fiscal year end. The Subrecipient must submit their Single Audit to NDDOT as well as the Federal Audit Clearinghouse. This audit report must be submitted within 30 calendar days after the Subrecipient receives the report from their auditors, or nine months after the end of the audit period, whichever comes first.

29. **CONFLICTS OF INTEREST:** No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly



disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

30. INDEMNIFICATION: The Risk Management Appendix, attached, is hereby incorporated, and made a part of this agreement.

31. PERSONNEL: The Subrecipient assures that personnel will be available to perform the required services. Such personnel shall not be considered employees of NDDOT for any purpose.

32. DISCLAIMER: The Subrecipient must include the following statement in all plans, studies, and reports funded under this contract: "The preparation of this report has been funded in part by the US Department of Transportation, Federal Highway Administration and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the US Department of Transportation. The report does not constitute a standard, specification, or regulation."

33. COMPLIANCE WITH LAW: In performance of its obligations under this agreement, the Subrecipient shall comply with and require each of its subcontractors to comply with all applicable provisions of Federal, State, and local laws and regulations. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the State of that or any other provision.

34. TELECOMMUNICATIONS CERTIFICATION: By signing this agreement, the Subrecipient certifies, in accordance with 2 CFR 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), that it will not obligate or expend grant funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Subrecipient will include this requirement in all subcontracts related to this agreement.

35. BYRD ANTI-LOBBYING AMENDMENT: (31 USC 1352) Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



36. DEBARMENT AND SUSPENSION: The Subrecipient is advised that their signature on this agreement certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years. For all bids or proposals of third-party contracts and subcontracts, the Subrecipient shall:

- a. Obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200.
- b. Check the Excluded Parties Listing System (EPLS) at www.sam.gov to ensure the selected vendor or contractor has not been excluded from doing business with the federal government. The Subrecipient shall document the search results and include as part of the third-party contract.
- c. Add a clause to the subcontract that the subcontractor shall maintain active registration in the System for Award Management at www.sam.gov.

37. GOVERNING LAW AND VENUE: Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable federal law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

38. MERGER AND WAIVER: This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.

39. OWNERSHIP OF WORK PRODUCT: All work products and copyrights of the contract, which result from this contract, are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge. The Subrecipient shall furnish to NDDOT copies of all data and other items prepared or developed as a part of the contract.

40. NOTICE: All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.



City of Minot

Attn: City Clerk

PO Box 5006

Minot, ND 58702-5006

North Dakota Dept. of Transportation

Local Government Division

608 East Boulevard Avenue

Bismarck, ND 58505-0700

41. ADDITIONAL FEDERAL CLAUSES: The Contractor must comply with all provisions in Appendix B, which is attached and incorporated by reference herein.



Certificate of Insurance

EXECUTED the date last below signed.

WITNESS:

SUBRECIPIENT:

NAME (TYPE OR PRINT)

SIGNATURE

DATE

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

MPO Approved as to substance by:

NAME (TYPE OR PRINT)

SIGNATURE

**

TITLE

DATE

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION:

St

Paul Benning

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Paul Benning

SIGNATURE

05/20/24

DATE

DEPUTY DIRECTOR FOR PLANNING (TYPE OR PRINT)

SIGNATURE

DATE

SS

- * Mayor/President of Commission
- ** Policy Board Chairperson

CLA 1029 (Div. 38)
L.D. Approved 10-28-14; 11-23; C.M. 05/17/2024



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the City of Minot will provide non-federal funds, whose source is identified below, as match for the amount the Subrecipient is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by Subrecipient. Please designate the source(s) of funds in the Subrecipient budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source: Non-federal match will be provided on a per-project, pro-rata basis by the Central Dakota Metropolitan Planning Organization member-jurisdictions. Member dues are based on the 2024 UPWP adopted by the Policy Board on January 25, 2024 as follows: City of Minot (69%); Ward County (27%), City of Surrey (2%); City of Burlington (2%).

Executed at City of Minot, North Dakota, the last date below signed.

ATTEST:

APPROVED:

MPO (TYPE OR PRINT)

Subrecipient of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE _____

SIGNATURE

MPO Review:

*
TITLE

NAME (TYPE OR PRINT) _____

DATE _____

SIGNATURE

*Mayor/President of Commission

****Policy Board Chairperson**

TITLE

DATE _____



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Appendix B

Federal Clauses**Buy America requirements – 23 CFR 635.410**

- (a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
- (b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
 - (1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
 - (2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
 - (3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
 - (4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
- (c)(1) A State may request a waiver of the provisions of this section if;
 - (i) The application of those provisions would be inconsistent with the public interest; or
 - (ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
- (2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
- (3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
- (4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.
- (5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
- (6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in

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writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

- (7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.
- (d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

Equal Employment Opportunity Clause – 41 CFR 60-1.4(a) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

2 CFR Part 200 Appendix II (C)

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

USDOT Disadvantaged Business Enterprise Program Requirements – 49 CFR 26

Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

THE RECIPIENT SHALL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, OR SEX IN THE AWARD AND PERFORMANCE OF ANY DOT-ASSISTED CONTRACT OR IN THE ADMINISTRATION OF ITS DBE PROGRAM OR THE REQUIREMENTS OF 49 CFR PART 26. THE RECIPIENT SHALL TAKE ALL NECESSARY AND REASONABLE STEPS UNDER 49 CFR PART 26 TO ENSURE NONDISCRIMINATION IN THE AWARD AND ADMINISTRATION OF DOT-ASSISTED CONTRACTS. THE RECIPIENT'S DBE PROGRAM, AS REQUIRED BY 49 CFR PART 26 AND AS APPROVED BY DOT, IS INCORPORATED BY REFERENCE IN THIS AGREEMENT. IMPLEMENTATION OF THIS PROGRAM IS A LEGAL OBLIGATION AND FAILURE TO CARRY OUT ITS TERMS SHALL BE TREATED AS A VIOLATION OF THIS AGREEMENT. UPON NOTIFICATION TO THE RECIPIENT OF ITS FAILURE TO CARRY OUT ITS APPROVED PROGRAM, THE DEPARTMENT MAY IMPOSE SANCTIONS AS PROVIDED FOR UNDER PART 26 AND MAY, IN APPROPRIATE CASES, REFER THE MATTER FOR ENFORCEMENT UNDER 18 U.S.C. 1001 AND/OR THE PROGRAM FRAUD CIVIL REMEDIES ACT OF 1986 (31 U.S.C. 3801 *ET SEQ.*).

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Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

THE CONTRACTOR, SUB RECIPIENT OR SUBCONTRACTOR SHALL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, OR SEX IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL CARRY OUT APPLICABLE REQUIREMENTS OF 49 CFR PART 26 IN THE AWARD AND ADMINISTRATION OF DOT-ASSISTED CONTRACTS. FAILURE BY THE CONTRACTOR TO CARRY OUT THESE REQUIREMENTS IS A MATERIAL BREACH OF THIS CONTRACT, WHICH MAY RESULT IN THE TERMINATION OF THIS CONTRACT OR SUCH OTHER REMEDY AS THE RECIPIENT DEEMS APPROPRIATE.

Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Debarment and Suspension - 2 CFR Part 200 Appendix II (I)

- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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Byrd Anti-Lobbying Amendment - 2 CFR Part 200 Appendix II (J)

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to 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.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$406,250 per person and \$1,625,000 per occurrence**. The minimum limits of liability required of the State are **\$406,250 per person and \$1,625,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 11-23





February 28, 2024

Ms. Kristen Sperry
Environmental & Planning Specialist
Federal Highway Administration
4503 Coleman Street North, Suite 205
Bismarck, ND 58503

Dear Kristen:

**SUBJECT: CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATION 2024
UNIFIED PLANNING WORK PROGRAM**

The Policy Board of the Central Dakota Metropolitan Planning Organization (CDMPO) approved their 2024 Unified Planning Work Program (UPWP) on January 25, 2024. The UPWP identifies planning activities for the CDMPO area for calendar year 2024. The final UPWP was sent to you and Federal Transit Administration (FTA) by NDDOT LGD for your review. The North Dakota Department of Transportation (NDDOT) worked with CDMPO during the development of the UPWP and had the opportunity to provide comments on the draft document.

CDMPO and NDDOT have been working together to have an approved work program in place for 2024. The North Dakota Department of Transportation hereby recommends approval of the final 2024 UPWP.

NDDOT requests your consideration and approval of the 2024 CDMPO UPWP. Thank you for your continuing efforts to improve transportation infrastructure in North Dakota. If you have questions, please feel free to give Stacey Hanson a call at 701-328-4469 or Wayne Zacher a call at 701-328-4828.

Sincerely,

Paul M. Benning

Paul M. Benning, P.E.
Local Government Division Engineer

38/waz

Attachment(s)

C: Lance Meyer – City of Minot

Ranae Tunison – Federal Transit Administration, Region VIII

KRISTEN
SUE
SPERRY

Digitally signed
by KRISTEN SUE
SPERRY

Date: 2024.03.11
14:18:55 -05'00'

2024 Work Program

Central Dakota Metropolitan Planning Organization



Executive Director: Vacant

Phone: 701-857-4100

Email: engineer@minotnd.gov

Mailing Address: PO Box 5006 Minot, ND 58702-5006

Physical Address: 1025 31st St SE Minot, ND 58701

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Introduction

The Central Dakota Metropolitan Planning Organization (CDMPO) was established in 2023 in response to the 2020 US Census. The Census identified the Cities of Minot and Surrey and areas of Ward County within the urbanized area. Collectively, these entities included the City of Burlington to be a part of the Metropolitan Planning Area, but not part of the urbanized area.

CDMPO is represented by these political subdivisions:

- City of Burlington
- City of Minot
- City of Surrey
- Ward County

The CDMPO is governed by a seven (7) member policy board. Current members of the policy board include:

Michael Thiesen – City of Surrey
Zach Walker, Vice Chair – City of Burlington
Howard “Bucky” Anderson – Ward County
John Fjeldahl, Chair – Ward County
Lisa Olson – City of Minot
Mark Jantzer – City of Minot
Harold Stewart – City of Minot

Each political subdivision may have one alternate member in the event the appointed member is unable to attend the policy board meeting. The alternate members include:

Jerick Hedges – City of Burlington
Steve Fennewall – City of Surrey
Carrie Evans – City of Minot
Shelly Wepler – Ward County

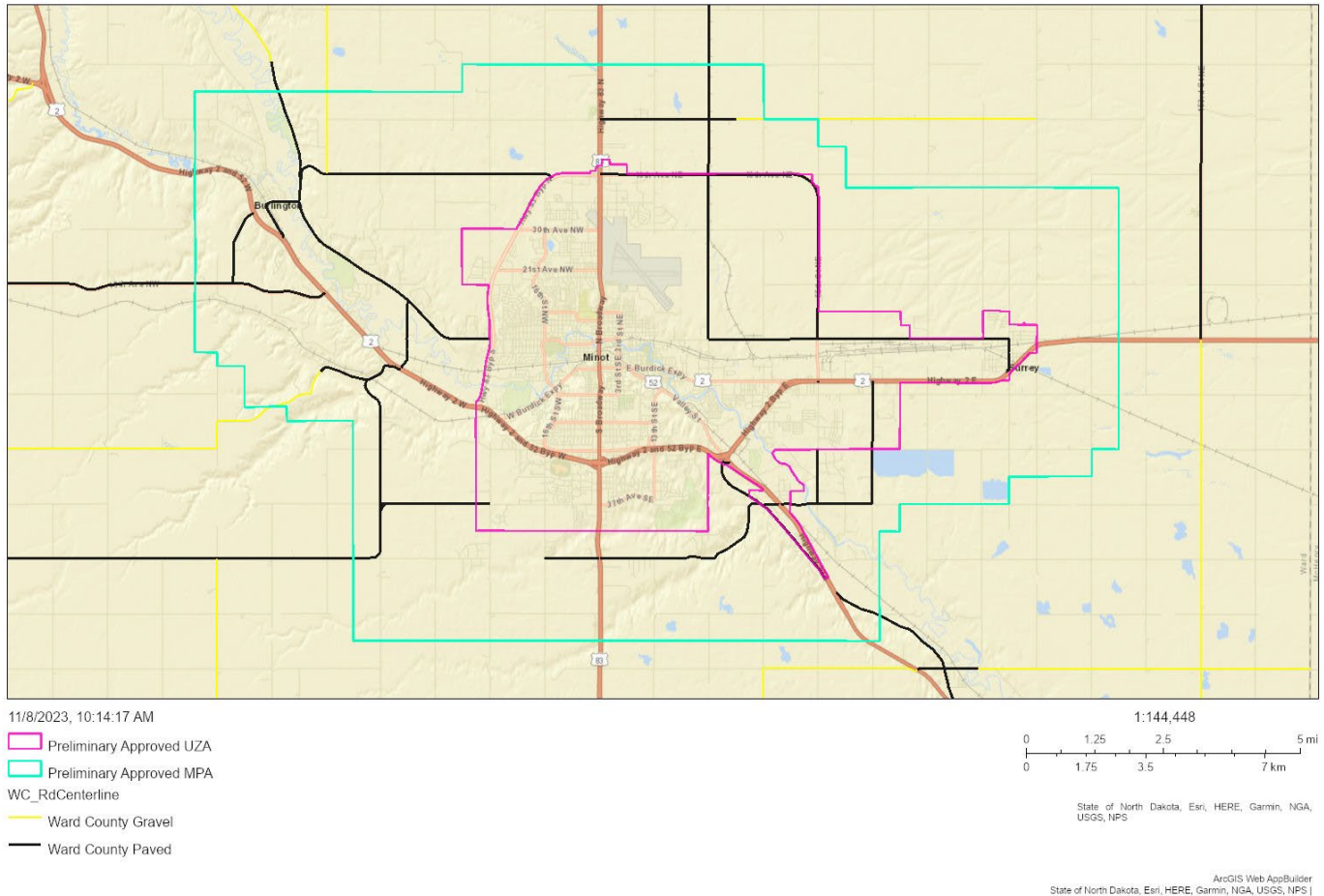
The policy board meets the fourth Thursday of each month (subject to change).
The policy board is advised by the technical advisory committee. Those members include:

Agency	Title
CDMPO	Executive Director
City of Burlington	City Auditor
City of Burlington	Public Works Director
City of Minot	City Engineer
City of Minot	Principle Planner
City of Minot	Transit Superintendent
City of Surrey	City Engineer
Ward County	County Engineer
Ward County	Planning & Zoning Administrator
NDDOT	Minot District Engineer
NDDOT	MPO Coordinator

The technical advisory committee meets the second Tuesday of each month (subject to change).

Map of CDMPO

ArcGIS Web Map



Purpose of Unified Planning Work Program

This is the first unified planning work program (UPWP) of CDMPO. The purpose of the UPWP is to:

1. Provide a detailed description of all transportation related planning activities anticipated by the CDMPO within the metropolitan planning area during 2024.
2. Provide detailed work activities and budget information including local, state, and federal funding shares, to allow the state to document the requirements for planning grants distributed through the Federal Government.

Metropolitan Planning Factors

Federal planning statutes specify the scope of the planning process to be followed by the CDMPO in ten planning factors. According to federal planning statutes, the planning process shall be continuous, cooperative, and comprehensive, and provide for consideration and implementation of projects, strategies, and services that will address the following factors:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

CDMPO's work program elements are shown below with the corresponding Metropolitan Planning Factors each element addresses.

Work Program Element	Planning Factor									
	1	2	3	4	5	6	7	8	9	10
Section 100 - Program Support and Administration										
Section 110 - Program Support	X	X	X	X	X	X	X	X	X	X
Section 120 - Planning Work Program	X	X	X	X	X	X	X	X	X	X
Section 130 - Training and Travel	X	X	X	X	X	X	X	X	X	X
Section 140 - Program Expenses	X	X	X	X	X	X	X	X	X	X
Section 200 - Long-Range Transportation Planning										
Section 210 - Metropolitan Transportation Plan Development	X	X	X	X	X	X	X	X	X	X
Section 220 - Public Participation Plan	X				X	X	X	X	X	X
Section 300 - Short-Range Transportation Planning										
Section 310 - Transportation Planning Support and Coordination	X	X	X	X	X	X	X	X	X	X

2024 Planned Work Activities

2024's planned work activities will primarily consist of creating the foundation and structure of the MPO and starting work on planning activities. The primary activities include:

- Complete the 2024 UPWP
- Complete 3C agreement with NDDOT
- Hire an Executive Director
- Remodel and furnish the office space located at City of Minot Public Works
- Adopt Title VI program
- Adopt Public Participation Plan
- Develop website for the MPO
- Begin development of the Metropolitan Transportation plan

Section 100 – Program Support and Administration

Program Support and Administration activities include the coordination of Technical Advisory Committee (TAC) and Policy Board meetings, staff training and travel, preparing work programs, Title VI plan, website creation, and quarterly budget reports.

Section 110 – Program Support

Program support activities keep the Policy Board and TAC informed and meeting on a regular basis. Actions include record keeping of board and committee meetings, agendas and minutes, attending MPO activity meetings, Title VI program work, website development, and hiring an Executive Director. This activity will be complete at the end of 2024.

Section 120 – Planning Work Program

Planning Work Program activities include creation of the UPWP and amendments, 3C agreement, coordination with NDDOT, FHWA, FTA, and local sponsoring agencies. Also included are quarterly reports, reimbursement forms, and office accounting. The annual budget is assembled and coordinated with the City of Minot's finance and administration departments. This activity will be complete at the end of 2024.

Section 130 – Training and Travel

Training and Travel includes all costs to attend MPO director's meetings, workshops, conferences, and other professional development activities. This activity will be complete at the end of 2024.

Section 140 – Program Expenses

Program expenses are the costs necessary to maintain the CDMPO office including but not limited to supplies, printing and mailing, utilities, office remodel and furnishing, computer and software, and rent. Also included are the costs of staff PTO and holiday pay. This activity will be complete at the end of 2024.

Section 200 – Long-Range Transportation Planning

The Long-Range Transportation Planning element includes activities that develop, implement, and provide necessary support data for the Metropolitan Transportation Plan (MTP). This section also includes public outreach and environmental justice activities.

Section 210 – Metropolitan Transportation Plan Development

Because CDMPO is new, a MTP does not exist. The City of Minot and Ward County have corridor studies and long-range plans, but not a full encompassing document for the Metropolitan Planning Area.

The Metropolitan Planning Area's model must be developed. The NDDOT partners with the Advanced Traffic Analysis Center (ATAC) through North Dakota State University's Upper Great Plains Transportation Institute. The costs of building this model will be included in the MPO budget for this activity.

In addition, a consultant will be hired to develop the MTP. This process will likely start in 2024 and must be completed by end of year 2026. The costs of developing the plan will be the primary expense the MPO has over the next two years.

Section 220 – Public Participation Plan

The public involvement plan will outline different ways to involve people in transportation planning. It is critical to CDMPO to involve individuals and organizations representing wide variety of experiences and perspectives in regards to transportation planning.

In 2024, the plan's goals and objectives will be developed and will be used for all public involvement activities. This activity will be complete at the end of 2024.

Section 300 – Short-Range Transportation Planning

Activities in this section will focus on providing input and coordination with local agencies inside the MPA. The Executive Director will coordinate with planning departments on development proposals, transit planning, and other planning initiatives.

Section 310 – Transportation Planning Support and Coordination

The Executive Director will coordinate with planning departments on development proposals, transit planning, and other planning initiatives. This activity will be complete at the end of 2024.

UPWP Funding

Total Revenue

Revenue for CDMPO comes from a combination of federal and local funds. The total federal funds allocated to the CDMPO is \$489,673.00. The total local funding is a 20% match of the federal funding which equals \$122,418.25. Each local political subdivision allocates match based on the latest decennial census. The local match breakdown is as follows: Burlington 2%, Surrey 2%, Ward County 27%, and Minot 69%. The dollar amounts are shown in the table below.

CDMPO Revenue	
Funding Source	Amount
Federal Funds	\$ 489,673.00
Local Funds	\$ 122,418.25
Local Funding Allocation	
Burlington Local Match	\$ 2,448.37
Minot Local Match	\$ 84,468.59
Surrey Local Match	\$ 2,448.37
Ward County Local Match	\$ 33,052.93
Total Revenue	\$ 612,091.25

Total Expenses

The expenses shown below are based on several assumptions for the 2024 budget since the CDMPO has no historical expense data. Many of the budget line items are modeled after the City of Minot's Engineering Department costs. The salary is an estimated number based on the assistant city engineer's salary with benefits based off a family insurance plan, and other City of Minot benefits.

The furniture & equipment and capital infrastructure line items have several start up costs associated with them such as office furniture and office remodel costs. The budget line items will be refined as cost history is developed over the next few years.

2024 CDMPO Expenses		
<i>Salaries</i>		2024 Budget
All	1 Executive Director	\$ 119,975.00
Sec. 110	Accountant	\$ 15,527.75
<i>Benefits</i>		
Sec. 110	Health Insurance	\$ 24,358.00
Sec. 111	Life Insurance	\$ 59.00
Sec. 112	Medicare	\$ 1,761.00

Sec. 113	NDPERS	\$ 12,374.00
Sec. 114	Short Term Disability	\$ 977.00
Sec. 115	Long Term Disability	\$ 584.00
<i>Professional Services</i>		
Sec. 210	Consultants	\$ 322,800.00
Sec. 140	Other Professional Services	\$ 7,500.00
Sec. 140	Memberships & Associations	\$ 750.00
<i>Repair & Maintenance</i>		
Sec. 140	Structure RPR & MTCE	\$ 750.00
Sec. 140	Pest Control RPR & MTCE	\$ 100.00
Sec. 140	Security System RPR & MTCE	\$ 25.00
Sec. 140	IT MTCE & Repair Agreements	\$ 840.00
Sec. 140	Rentals	\$ 17,364.33
<i>Other Purchased Services</i>		
Sec. 140	General Liability Insurance	\$ 500.00
Sec. 140	Building & Contents Insurance	\$ 550.00
Sec. 140	Inland Marine Insurance	\$ 220.00
Sec. 140	Cyber Security Insurance	\$ 133.00
Sec. 140	Telephone Services	\$ 1,500.00
Sec. 140	Advertising	\$ 7,500.00
Sec. 130	Travel Costs	\$ 4,430.00
Sec. 130	Education & Training	\$ 800.00
Sec. 140	Postage & Shipping	\$ 500.00
<i>Operation Supplies</i>		
Sec. 140	DPMT Materials & Supplies	\$ 800.00
Sec. 140	Furniture & Equipment	\$ 5,190.00
Sec. 140	Copier & Printer Supplies	\$ 500.00
Sec. 140	Books & Subscriptions	\$ 500.00
<i>Utilities</i>		
Sec. 140	Natural Gas	\$ 148.00
Sec. 140	Electricity	\$ 337.00

<i>Capital Improvements</i>		
Sec. 140	Capital Infrastructure	\$ 5,000.00
	Department Total	\$ 554,353.08

CDMPO Labor Cost

The table below shows the CDMPO labor costs breakdown based on the salary and benefit totals.

CDMPO Labor Cost	
	Executive Director
2024 Hours	2080
Wage per hour	\$ 57.68
Benefits per hour	\$ 17.13
Total Hourly Rate	\$ 74.81
	Accountant
2024 Hours	475
Wage per hour	\$ 32.69
Benefits per hour	\$ 9.42
Total Hourly Rate	\$ 42.11

Program Funding

Shown in the tables below are the funding allocations for each program within the UPWP.

Section 110- Program Support and Administration

Section 110 - Program Support and Administration	Executive Director & Accountant (hr)	Total Cost
Total Hours	716	\$ 53,567.47
Total Expenses (Accountant)	475	\$ 20,000.75
Section 110 - Program Support and Administration Total	1191	\$ 73,568.22

	Section 110 - Program Support and Administration	Executive Director (hr)	Total Cost
	Hours		
Program Support	1. Prepare agendas and minutes for CDMPO PB meetings	60	\$ 4,488.89
	2. Prepare agendas and minutes for CDMPO TAC meetings	60	\$ 4,488.89
	3. Attending CDMPO related meetings throughout the state	68	\$ 5,087.41
	4. MPO By-laws, Website Development, Hire Exec. Director, Title VI, Administrative Policy Development	528	\$ 39,502.27
	Total Hours	716	\$ 53,567.47
	Expenses		
	Accounting - Extra Help	475	\$ 20,000.75
	See Section 130 Training and Travel		
	Total Expense		\$ 20,000.75

Section 110 - Funding Allocation			
Entity	Local	Federal	Total
Federal		\$ 58,854.58	
Burlington	\$ 294.27		
Surrey	\$ 294.27		
Minot	\$ 10,152.41		
Ward County	\$ 3,972.68		
Other			
Total	\$ 14,713.64	\$ 58,854.58	\$ 73,568.22

Section 120- Planning Work Program

Section 120 - Planning Work Program	Executive Director (hr)	Total Cost
Total Hours	428	\$ 32,020.78
Total Expenses		\$ -
Section 120 - Planning Work Program	428	\$ 32,020.78

	Section 120 - Planning Work Program	Executive Director (hr)	Total Cost
	Hours		
Planning Work Program	1. Prepare UPWP and Amendments, 3C Agreement	168	\$ 12,568.90
	2. CDMPO Reporting	260	\$ 19,451.88
	Total Hours	428	\$ 32,020.78
	Expenses		
	N/A		

Section 120 - Planning Work Program			
Entity	Local	Federal	Total
Federal		\$ 25,616.62	
Burlington	\$ 128.08		
Surrey	\$ 128.08		
Minot	\$ 4,418.87		
Ward County	\$ 1,729.12		
Other			
Total	\$ 6,404.16	\$ 25,616.62	\$ 32,020.78

Section 130- Training and Travel

	Section 130 - Training and Travel	Executive Director (hr)	Total Cost
Total Hours		72	\$ 5,386.67
Total Expenses			\$ 5,230.00
Section 130 - Training and Travel		72	\$ 10,616.67

	Section 130 - Training and Travel	Executive Director (hr)	Total Cost
	Hours		
Training and Travel	1. Attend trainings and conferences	72	\$ 5,386.67
	Total Hours	72	\$ 5,386.67
	Expenses		
	Training		\$ 800.00
	Travel		\$ 4,430.00
	Total Expense		\$ 5,230.00

Section 130 - Training and Travel			
Entity	Local	Federal	Total
Federal		\$ 8,493.34	
Burlington	\$ 42.47		
Surrey	\$ 42.47		
Minot	\$ 1,465.10		
Ward County	\$ 573.30		
Other			
Total	\$ 2,123.33	\$ 8,493.34	\$ 10,616.67

Section 140- Program Expenses

Section 140 - Program Expenses	Executive Director (hr)	Total Cost
Total Hours	120	\$ 8,977.79
Total Expenses		\$ 50,707.33
Section 140 - Program Expenses	120	\$ 59,685.12

	Section 140 - Program Expenses	Executive Director (hr)	Total Cost
	Hours		
Program Expenses	1. PTO and Holidays	120	\$ 8,977.79
	Total Hours	120	\$ 8,977.79
	Expenses		
	Professional Services - Legal		\$ 7,500.00
	Memberships & Associations		\$ 750.00
	Structure RPR & MTCE		\$ 750.00
	Pest Control RPR & MTCE		\$ 100.00
	Security System RPR & MTCE		\$ 25.00
	IT MTCE & Repair Agreements		\$ 840.00
	Rentals		\$ 17,364.33
	General Liability Insurance		\$ 500.00
	Building & Contents Insurance		\$ 550.00
	Inland Marine Insurance		\$ 220.00
	Cyber Security Insurance		\$ 133.00
	Telephone Services		\$ 1,500.00

Advertising	\$ 7,500.00
Postage & Shipping	\$ 500.00
Department Materials & Supplies	\$ 800.00
Furniture & Equipment	\$5,190.00
Copier & Printer Supplies	\$ 500.00
Books & Subscriptions	\$ 500.00
Natural Gas	\$ 148.00
Natural Gas	\$ 337.00
Capital Infrastructure	\$ 5,000.00
Total Expense	\$ 50,707.33

Section 140 - Program Expenses			
Entity	Local	Federal	Total
Federal		\$ 47,748.10	
Burlington	\$ 238.74		
Surrey	\$ 238.74		
Minot	\$ 8,236.55		
Ward County	\$ 3,223.00		
Other			
Total	\$ 11,937.02	\$ 47,748.10	\$ 59,685.12

Section 210- Metropolitan Transportation Plan Development

Section 210 - Metropolitan Transportation Plan Development	Executive Director (hr)	Total Cost
Total Hours	520	\$ 38,903.75
Total Expenses		\$ 322,800.00
Section 210 - Metropolitan Transportation Plan Development	520	\$ 361,703.75

	Section 210 - Metropolitan Transportation Plan Development	Executive Director (hr)	Total Cost
	Hours		
MTP Development	1. Staff Work Hours	520	\$ 38,903.75
	Total Hours	520	\$ 38,903.75
	Expenses		
	Contract with ATAC for MTP model setup		\$ 65,000.00
	MTP Consultant Contract		\$ 250,000.00
	Complete Streets		\$ 7,800.00
	Total Expenses		\$ 322,800.00

Section 210 - Metropolitan Transportation Plan Development			
Entity	Local	Federal	Total
Federal		\$ 289,363.00	
Burlington	\$ 1,446.82		
Surrey	\$ 1,446.82		
Minot	\$ 49,915.12		
Ward County	\$ 19,532.00		
Other			
Total	\$ 72,340.75	\$ 289,363.00	\$ 361,703.75

Section 220- Public Participation Plan

Section 220 - Public Participation Plan	Executive Director (hr)	Total Cost
Total Hours	120	\$ 8,977.79
Total Expenses		\$ -
Section 220 - Public Participation Plan	120	\$ 8,977.79

	Section 220 Public Participation Plan	Executive Director (hr)	Total Cost
	Hours		
Public Participation Plan	1. Prepare Public Participation Plan	120	\$ 8,977.79
	Total Hours	120	\$ 8,977.79
	Expenses		
	N/A		

Section 220 - Public Participation Plan			
Entity	Local	Federal	Total
Federal		\$ 7,182.23	
Burlington	\$ 35.91		
Surrey	\$ 35.91		
Minot	\$ 1,238.93		
Ward County	\$ 484.80		
Other			
Total	\$ 1,795.56	\$ 7,182.23	\$ 8,977.79

Section 310- Transportation Planning Support and Coordination

Section 310 - Transportation Planning Support and Coordination	Executive Director (hr)	Total Cost
Total Hours	104	\$ 7,780.75
Total Expenses		\$ -
Section 310 - Transportation Planning Support and Coordination	104	\$ 7,780.75

	Section 310 - Transportation Planning Support and Coordination	Executive Director (hr)	Total Cost
	Hours		
Transportation Planning Support and Coordination	1. Planning support and coordination with other agencies	104	\$ 7,780.75
	Total Hours	104	\$ 7,780.75
	Expenses		
	N/A		

Section 310 - Transportation Planning Support and Coordination			
Entity	Local	Federal	Total
Federal		\$ 6,224.60	
Burlington	\$ 31.12		
Surrey	\$ 31.12		
Minot	\$ 1,073.74		
Ward County	\$ 420.16		
Other			
Total	\$ 1,556.15	\$ 6,224.60	\$ 7,780.75

Program Funding Summary

The tables below show a total summary of all program hours and expenses.

Total Program Hours and Expenses	Executive Director (hr)	Total Cost
Total Hours	2555	\$ 155,615.00
Total Expenses		\$ 398,738.08
Total Program Hours and Expenses	2555	\$ 554,353.08

Total Program Cost Share	Total Cost
Total Local Cost	\$ 110,870.62
Total Federal Cost	\$ 443,482.47
Total Program Hours and Expenses	\$ 554,353.08

Total Program Local Share	Total Cost
Burlington	\$ 2,217.41
Surrey	\$ 2,217.41
Minot	\$ 76,500.73
Ward County	\$ 29,935.07
Total Program Hours and Expenses	\$ 110,870.62

Adoption

The Central Dakota Metropolitan Planning Organization has adopted the 2024 Unified Planning Work Program on January 25, 2024.



John Fjeldahl, Chairman

Feb 20, 2024
Date

Appendix 1 – 3C Agreement

MEMO TO: Ron Henke
Director

FROM: Zacher, Wayne A.

DATE: 12/01/2023

SUBJECT: 38231446: Central Dakota MPO Memorandum of Agreement

The MPO memorandum of agreement (MOA) outlines the roles and responsibilities for the different types of MPO transportation planning activities . The MOA is between NDDOT, Central Dakota MPO, Pubic Transit Operator (city of Minot).

This is not a standard contract or agreement. Legal did review and approve prior to sending around for signatures.

I there are questions, contact Wayne Zacher at (701)328-4828.

38/waz

Contract Routing:
Stacey Hanson;
Paul Benning;
Shannon Sauer;
Lance Meyer, City of Minot (Specify recipients)
Minot Signer;
Minot Attestor;
Metropolitan Planning Organization Chairperson;
Wayne Zacher;
Clint Mongenstern;
Chad Orn

Memorandum of Agreement Covering Metropolitan Planning within the Minot Metropolitan Area

This Memorandum of Agreement (MOA) is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter NDDOT, and the Central Dakota Metropolitan Planning Organization, hereinafter MPO, and the city of Minot, hereinafter Public Transportation Operator.

WHEREAS, joint responsibilities for establishing and maintaining a continuing, cooperative, and comprehensive (3-C) metropolitan transportation planning and programming process is defined and required by the United States Department of Transportation (USDOT) in regulations at *23 CFR 450 Subpart A – Transportation Planning and Programming Definitions; 23 CFR 450 Subpart C – Metropolitan Transportation Planning and Programming*, 23 U.S.C. 134; and 49 U.S.C. 5303; and

WHEREAS, the regulations at *23 CFR 450.314 – Metropolitan Planning Agreements* and 49 CFR 613 – *Metropolitan Transportation Planning and Programming* direct that the Metropolitan Planning Organization (MPO), States, and Public Transportation Operator shall cooperatively determine their mutual responsibilities for carrying out the 3-C process and clearly identify them in a written agreement; and

WHEREAS, the Public Transportation Operators is the public entity which participates in the continuing, cooperative, and comprehensive transportation planning process in accordance with 23 U.S.C. 134 and 49 U.S.C. 5303, and is the designated recipient of Federal funds under title 49 U.S.C. Chapter 53 for transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation; and

WHEREAS, nothing in this MOA shall be construed to limit or affect the legal authorities of the parties or require the parties to perform beyond their respective authority,

NOW, THEREFORE, NDDOT, MPO, and Public Transportation Operator agree to cooperatively undertake a continuing and comprehensive transportation planning and programming process for the defined metropolitan planning area. The process will be completed in accordance with state and local goals for urban planning, the provisions of 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR 450, as amended, and the provisions of this Memorandum of Agreement, in which it is mutually agreed that each agency has the following responsibilities:

I. Statewide Transportation Plan and Modal Plans

A. NDDOT

- Solicit input from the MPO and Public Transportation Operator early in the development of the Statewide Transportation and Modal Plans.
- Provide an opportunity for the MPO and Public Transportation Operator to review and comment on the draft and final Statewide Transportation and Modal Plans.
- Periodically update the Statewide Transportation and Modal Plans after soliciting input from the MPO and Public Transportation Operator and providing an opportunity for the MPO and Public Transportation Operator to review and comment on such updates.

- Conduct periodic regional meetings on the Statewide Transportation and Modal Plans seeking assistance from the MPO and Public Transportation Operator in accordance with NDDOT Public Participation Procedures.
- Coordinate all public meetings with NDDOT Public Participation Procedures and the MPO Public Participation Plan.
- Coordinate the Statewide Transportation and Modal Plans with the MPO's Metropolitan Transportation Plan (MTP).

B. Metropolitan Planning Organization and Public Transportation Operator

- Provide input into the development of the Statewide Transportation and Modal Plans and any subsequent updates.
- Review and comment on the draft Statewide Transportation and Modal Plans and subsequent updates.
- Assist and participate in periodic regional meetings.
- Coordinate with NDDOT in all public meetings in accordance with NDDOT Public Participation Procedures and the MPO's Public Participation Plan.
- Review coordination of the Statewide Transportation and Modal Plans with the MTP.

II. *Metropolitan Transportation Plan and Modal Plans*

A. NDDOT

- Provide input into the development of MPO's MTP and Modal Plans.
- Cooperatively develop estimates of reasonable funding for the MTP period.
- Review and comment on MPO's draft MTP and Modal Plans.
- Provide assistance and available necessary data for MPO's surveillance and monitoring report; review findings and provide comment.
- Provide input into the periodic update of the MPO's MTP and Modal Plans.
- Participate in public meetings during the development of the MPO's MTP and Modal Plans.
- Coordinate to provide final acceptance of the MPO's MTP and notify the MPO of their next update deadline.

B. Metropolitan Planning Organization

- Develop and adopt an MTP in accordance with federal and state regulations in cooperation with the NDDOT and the Public Transportation Operator.
- Develop and adopt Modal Plans to support and further define the MTP.

- Provide NDDOT and the Public Transportation Operator the opportunity to review and comment on the draft, any revisions or amendments of the MTP and Modal Plans.
- Annually survey and monitor transportation system trends; prepare report of significant findings.
- Provide opportunity for NDDOT and the Public Transportation Operator to review the findings report.
- Update the MTP at least every five years in cooperation with NDDOT and the Public Transportation Operator.
- Provide an opportunity for NDDOT and the Public Transportation Operator to review and comment on the updated MTP.
- Solicit, in coordination with NDDOT and the Public Transportation Operator, public input in accordance with the MPO's Public Participation Plan.

C. Public Transportation Operator

- Provide input into the development of the MPO's MTP and Modal Plans.
- Review and comment on the MPO's draft MTP.
- Cooperatively develop estimates of reasonable funding for the MTP planning period.
- Provide assistance and data for the MPO's surveillance and monitoring report; review findings and provide comment.
- Assist and participate in obtaining public input in the development of the MPO's MTP in accordance with the MPO's Public Participation Plan.

III. Unified Planning Work Program (UPWP)

A. NDDOT

- Provide input into the MPO's UPWP.
- Provide an estimate of reasonable funding for the UPWP in accordance with the approved CPG distribution formula.
- Review and comment on the MPO's draft UPWP.
- Review MPO semi-annual progress reports.
- Approve the MPO's final UPWP and interim amendments.
- Submit to FHWA and FTA requesting approval of the UPWP.
- Prepare and execute agreement with MPO for distribution of FHWA and FTA planning funds.

B. Metropolitan Planning Organization

- Prepare a UPWP after soliciting input from NDDOT and the Public Transportation Operator.
- Provide an opportunity to NDDOT and Public Transportation Operator for review and comment on the draft UPWP.
- Submit final UPWP to NDDOT for approval.
- Review and sign agreement with NDDOT for distribution of FHWA and FTA planning funds.
- Prepare semi-annual progress reports and submit to FHWA, FTA, NDDOT and the Public Transportation Operator.

C. Public Transportation Operator

- Provide input and review/comment on the MPO semi-annual progress reports.
- Prepare and submit Urbanized Area Formula Program and/or any other direct allocation programs to FTA for approval; notify NDDOT and MPO when grant has been approved.

IV. Technical Studies

This section applies to all technical activities, such as corridor studies and sub-area planning studies.

A. NDDOT

- Provide prepared scope of work for review and comment by MPO and Public Transportation Operator, if requested, for DOT initiated studies.
- Review, comment, and approve the scope of work prepared by MPO and Public Transportation Operator.
- Review and comment on draft study reports prepared by MPO and Public Transportation Operator.

B. Metropolitan Planning Organization

- Provide prepared scope of work for review and comment by NDDOT and Public Transportation Operator for MPO initiated studies.
- Review and comment on scope of work prepared by NDDOT and Public Transportation Operator.
- Review and comment on draft study reports prepared by NDDOT and Public Transportation Operator.

C. Public Transportation Operator

- Provide prepared scope of work for review and comment by NDDOT and MPO, if requested, for Public Transportation Operator initiated studies.
- Review and comment on scope of work prepared by NDDOT and MPO.
- Review and comment on draft study reports prepared by NDDOT and MPO.

V. Transportation Improvement Programs (TIP)**A. NDDOT**

- Provide an opportunity for the MPO and Public Transportation Operator to review and comment on the draft Statewide Transportation Improvement Program (STIP).
- Obtain early public participation on the STIP development with the assistance of the MPO and the Public Transportation Operator.
- Cooperatively develop annual estimates of available funding for each TIP/STIP cycle.
- Cooperate and participate in the annual solicitation of projects conducted by the MPO.
- Submit to MPO a DOT generated list of cooperatively developed federally funded projects which are consistent with the MPO's MTP for development of the draft TIP.
- Review and comment on MPO list of prioritized projects.
- Review and comment on draft MPO TIP.
- Approve final TIP; incorporate MPO TIP into STIP and submit to FHWA and FTA.

B. Metropolitan Planning Organization

- Solicit projects from all implementing agencies which are consistent with the MPO's MTP.
- Review and comment on the draft STIP.
- Develop TIP utilizing input from NDDOT and the Public Transportation Operator.
- Obtain public input on the TIP in accordance with the MPO's Public Participation Plan.
- Submit TIP to NDDOT for approval.

C. Public Transportation Operator

- Submit to MPO candidate projects which are consistent with the MPO's MTP.
- Review and comment on MPO list of prioritized projects.
- Participate in the early public participation process.

- Review and comment on the draft STIP.
- Utilize the MPO Public Participation Plan's public notification procedures in the development of the annual Program of Projects.
- Review and comment on draft and final MPO TIP.

VI. *Committees*

A. NDDOT

- Attend and participate in MPO Technical Advisory Committee meetings as a voting member.
- Serve as ex-officio member of the MPO Policy Board, as requested.
- Establish study committees / sub-committees as needed and include MPO and Public Transportation Operator representatives as appropriate.
- Participate in MPO and Public Transportation Operator study committees and sub-committees as appropriate.

B. Metropolitan Planning Organization

- Establish a Technical Advisory Committee which includes NDDOT and Public Transportation Operator as voting members.
- Establish study committees / sub-committees as needed and include NDDOT and Public Transportation Operator as appropriate.
- Participate in NDDOT and Public Transportation Operator study committees / sub-committees as appropriate.

C. Public Transportation Operator

- Attend and participate in all MPO Technical Advisory Committee meetings as a voting member.
- Establish study committees / sub-committees as needed and include MPO and NDDOT representatives as appropriate.
- Participate in MPO and NDDOT study committees and sub-committees as appropriate.

VII. *MPO Certification*

A. NDDOT

- Monitor federal and state legislation and inform the MPO and Public Transportation Operator of new or changed requirements.
- Conduct mid-year program review with MPO and Public Transportation Operator.

- Review and accept MPO's self-certification documentation and submit to FHWA and FTA as part of the TIP submittal.

B. Metropolitan Planning Organization

- Prepare and include in annual TIP an adopted self-certification statement.
- Every three (3) years develop a more detailed self-certification report.
- Participate in mid-year program review with NDDOT and Public Transportation Operator.

C. Public Transportation Operator

- Review MPO's self-certification documentation.
- Participate in mid-year program review with NDDOT and MPO.

VIII. Performance Based Planning

The parties to this agreement will work cooperatively to develop, identify and implement a performance based planning approach to address federal performance measures. This coordination effort is outlined in a separate agreement between the parties.

IX. Period of Agreement

- This Memorandum of Agreement shall be effective once all signatures have been obtained and may be terminated by any one of the parties by giving 90 days written notice to each of the other parties. This Memorandum of Agreement will remain in effect until terminated as provided in this clause, or until replaced by a new Memorandum of Agreement.
- Any amendments to this Memorandum of Agreement must be mutually agreed to in writing.
- It is mutually agreed that this Memorandum of Agreement will be reviewed (and amended as determined necessary) following the reauthorization of the current surface transportation authorization act.

X. Authorized Representatives

The NDDOT authorized representative is Wayne A. Zacher, MPO Coordinator & Transportation Engineer, 608 E Boulevard Ave, Bismarck, ND 58505, 701-328-4828, wzacher@nd.gov, or his successor.

The Central Dakota Metropolitan Planning Organization authorized representative is the Policy Board Chairperson or Executive Director, 1025 31st St SE, Minot, ND 58701, 701-857-4100, or their successor.

The Public Transportation Operator's authorized representative is Brian Horinka, Minot Superintendent of Vehicle Maintenance and Transit, PO Box 5006, Minot, ND 58702-5006, 701-857-4148, brian.horinka@minotnd.gov, or his successor.

NDDOT Contract # 38231446

IT IS FURTHER UNDERSTOOD, that this MOA will be effective once all signatures are obtained and remain in effect until such time as any party gives to the affected parties a 90-day written notice of its intent to withdraw from the MOA.

IT IS FURTHER UNDERSTOOD, that this MOA is not a legally binding agreement and creates no legally binding obligations for any party. Because of a mutual desire to proceed, each party fully intends to make a good faith effort to achieve the goals described above including working together to find mutually beneficial solutions when problems arise.

NDDOT Contract # 38231446

The parties hereto execute this Memorandum of Agreement through their authorized representatives:

CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATIONMike Thiesen

Name (Type or Print)


SignatureMayor CDMPO Policy Board Chairperson

Title

12/11/23

Date

PUBLIC TRANSPORTATION OPERATOR: City of Minot, ND

ATTEST by:

Mikayla McWilliams

Name (Type or Print)


SignatureCity Clerk

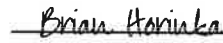
Title

12/11/23

Date

Brian Horinka

Name (Type or Print)


SignatureSuperintendent of Vehicle Maintenance and Transit

Title

12/11/23

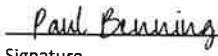
Date

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

APPROVED as to substance by:

Paul Benning

Local Government Engineer (Type or Print)


Signature12/01/23

Date

Chad Orn

for the Director (Type or Print)


Signature12/19/23

Date

ATTORNEY GENERAL
APPROVED as to Execution

9

Clint Morgenstern

12/12/23

Special Asst Attorney General

Certificate Of Completion

Envelope Id: BDDEC14838DB4294B616724224F6FB05

Status: Sent

Subject: Contract #38231485: Please DocuSign: Metropolitan Planning Organization Agreement

Contract Number: 38231485

PCN: 24352

Source Envelope:

Document Pages: 53

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

Wayne Zacher

AutoNav: Enabled

608 E Boulevard Ave

Enveloped Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

wzacher@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Wayne Zacher

Location: DocuSign

5/17/2024 12:38:53 PM

wzacher@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: DocuSign

Transportation CLOUD

Signer Events**Signature****Timestamp**

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication
(None), Authentication

St

Signature Adoption: Pre-selected Style

Using IP Address: 96.2.71.153

Signed using mobile

Sent: 5/17/2024 1:08:33 PM

Viewed: 5/17/2024 1:56:57 PM

Signed: 5/19/2024 9:44:56 PM

Authentication Details

SMS Auth:

Transaction: 8cf8a9a7-7efa-4ada-af60-fae2eddd22e5

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 5/17/2024 1:56:48 PM

Phone: +1 701-527-8879

SMS Auth:

Transaction: acb2ffef-d462-4ed0-a5f0-f24a4b9f5ae9

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 5/17/2024 3:24:02 PM

Phone: +1 701-527-8879

SMS Auth:

Transaction: e5a356dd-c67e-43db-9a64-e63eb7ba0198

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 5/19/2024 9:44:21 PM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Local Government Director

Security Level: Email, Account Authentication
(None), Authentication

Paul Benning

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 5/19/2024 9:45:00 PM

Viewed: 5/20/2024 10:04:12 AM

Signed: 5/20/2024 10:04:24 AM

Authentication Details

Signer Events	Signature	Timestamp
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SMS Auth:
Transaction: 0048e61a-b47a-484d-b3d9-abae78d83936
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/20/2024 10:04:09 AM
Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shannon Sauer
ssauer@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

SS

Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Sent: 5/20/2024 10:04:27 AM
Viewed: 5/20/2024 10:08:26 AM
Signed: 5/20/2024 10:08:35 AM

Authentication Details
SMS Auth:
Transaction: 02c9844a-668f-402d-bd6f-e32182d1e321
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/20/2024 10:08:21 AM
Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John Van Dyke
john.vandyke@minotnd.gov
Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 165.234.40.254

Sent: 5/24/2024 10:45:39 AM
Viewed: 5/24/2024 10:46:50 AM
Signed: 5/29/2024 8:11:14 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John Fjeldahl
john.fjeldahl@co.ward.nd.us
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 5/29/2024 8:11:18 AM

Tom Ross
tom.ross@minotnd.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mikayla McWilliams
mikayla.mcwilliams@minotnd.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Wayne Zacher
wzacher@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Clint Morgentstern cdmorgentstern@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stacey Hanson smhanson@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Wayne Zacher wzacher@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address:	Sent: 5/17/2024 12:39:13 PM Completed: 5/17/2024 1:08:29 PM

Agent Delivery Events	Status	Timestamp
John Van Dyke john.vandyke@minotnd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 165.234.40.254	Sent: 5/20/2024 10:08:38 AM Resent: 5/20/2024 1:43:01 PM Viewed: 5/24/2024 10:26:38 AM Completed: 5/24/2024 10:45:39 AM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
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Legal Admin
dotlegaladmin@nd.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Legal Admin
dotlegaladmin@nd.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/17/2024 12:39:13 PM
Envelope Updated	Security Checked	5/17/2024 1:08:30 PM
Envelope Updated	Security Checked	5/17/2024 1:08:30 PM
Envelope Updated	Security Checked	5/17/2024 1:08:30 PM
Envelope Updated	Security Checked	5/17/2024 1:08:30 PM
Envelope Updated	Security Checked	5/17/2024 1:08:30 PM
Envelope Updated	Security Checked	5/17/2024 1:08:30 PM
Envelope Updated	Security Checked	5/17/2024 1:08:30 PM
Envelope Updated	Security Checked	5/17/2024 1:08:30 PM
Envelope Updated	Security Checked	5/17/2024 1:08:30 PM
Envelope Updated	Security Checked	5/18/2024 10:53:53 AM
Envelope Updated	Security Checked	5/18/2024 10:53:53 AM
Envelope Updated	Security Checked	5/20/2024 1:43:01 PM
Envelope Updated	Security Checked	5/20/2024 1:43:01 PM
Envelope Updated	Security Checked	5/20/2024 1:43:01 PM
Envelope Updated	Security Checked	5/24/2024 10:45:38 AM
Envelope Updated	Security Checked	5/24/2024 10:45:38 AM
Envelope Updated	Security Checked	5/24/2024 10:45:38 AM
Envelope Updated	Security Checked	5/24/2024 10:45:38 AM
Envelope Updated	Security Checked	5/24/2024 10:45:38 AM
Envelope Updated	Security Checked	5/24/2024 10:45:39 AM

Payment Events	Status	Timestamps
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ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE REVENUES AND EXPENDITURES FOR THE CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATION AND APPROVE THE TRANSFER OF GENERAL FUND CASH RESERVES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

- §1: An ordinance amending the 2024 annual budget to increase the revenues and expenditures for the CDMPO:

23500000-33100		443,483
23500000-33600		34,370
23571000-41100		135,503
23571000-42100		24,358
23571000-42110		59
23571000-42210		1,761
23571000-42320		12,374
23571000-42700		977
23571000-42900		584
23571000-43040		322,800
23571000-43300		7,500
23571000-43900		750
23571000-44320		5,750
23571000-44325		100
23571000-44327		25
23571000-44350		840
23571000-44400		17,365
23571000-45201		500
23571000-45202		550
23571000-45204		220
23571000-45207		133
23571000-45300		1,500
23571000-45400		7,500
23571000-45800		4,430
23571000-45900		800
23571000-45970		500
23571000-46101		800
23571000-46102		5,190
23571000-46103		500
23571000-46400		500
23571000-46210		148
23571000-46220		337

- §2: Approve the transfer of general fund cash reserves:

10011000-49137		\$76,500.72
23500000-39101		(76,500.72)

§3: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: June 3, 2024

SUBJECT: APRIL 15TH AND MAY 6TH EXECUTIVE SESSION RECORDINGS

I. RECOMMENDED ACTION

It is recommended City Council move to either release or not release the April 15 and May 6 executive session recordings related to the Nok Back Tavern.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

City staff received an open records request from Josh Wolsky of The Minot Voice for copies of the executive session recordings held April 15 and May 6th relating to the Nok Back Tavern.

The executive session recordings contain negotiation strategy and instruction and are considered exempt records – which means they are open in the discretion of the public entity. See [NDCC 44-04-17.1](#) and [44-04-19.1\(9\)](#). Drafts of contracts or agreements subject to negotiations are exempt, but only for so long as release will have an adverse effect on the public entity, unless those records are otherwise exempt or confidential.

Per [NDCC 44-04-19.2](#), the recording may be disclosed upon a majority vote of the governing body, unless the session was required to be confidential. This session was not required to be confidential, so this exception does not apply.

B. Proposed Project

The Council should consider Mr. Wolsky's request and decide whether or not to release the recordings.

C. Recommendation Detail

The Council can release the recording in the interest of transparency, or withhold the recordings in the interest of protecting the negotiation strategy and instructions provided to the City's negotiators.

IV. IMPACT

A. Aspirations

Consideration of this request aligns with the City Council's 'Resilient and Prepared' aspiration.

B. Service/Delivery Impact:

Responding to this records request will take some staff time, but at this time it is not estimated to be over one hour. Mr. Wolksy advised city staff and the existing Council that he is seeking an Attorney General Opinion on the Executive Session practices surrounding the recent purchase of the Nok Back Tavern and adjoining land - and responding to that request will likely take considerable staff time.

C. Fiscal Impact

The response will be completed by existing staff , and we have the ability to charge if locating and redacting confidential information takes longer than one hour.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

No alternatives other than those outlined above.



City of Minot Public Record Requests

Request #24-1267
Pending
As of May 28, 2024, 11:21am
Request Visibility: Department

Details

I request the executive session recordings for the Special City Council meetings on April 15th and May 6th. I do not know the law on requesting Executive Session meetings when the matter under consideration has resolved or any other factors that may impact the release of city documents, so I'm filing the request in hopes of both learning the law, and if made available, reviewing the records.

If fulfilled, I request these records transmitted electronically.

Received

May 23, 2024 via web

Due

June 7, 2024

Departments

[City Attorney](#)

Requester

[Josh Wolsky](#)

josh@theminotvoice.com
7013401763
TheMinotVoice.com

Requester email status list

Request opened

- **Sent** May 23, 2024, 3:24pm
- **Delivered** May 23, 2024, 3:24pm
- **Opened** May 23, 2024, 3:26pm

External message added

- **Sent** May 23, 2024, 4:39pm
- **Delivered** May 23, 2024, 4:39pm
- **Opened** May 23, 2024, 4:40pm

External message added



City of Minot Public Record Requests

- **Sent** May 28, 2024, 8:19am
- **Delivered** May 28, 2024, 8:19am
- **Opened** May 28, 2024, 8:40am

Tags

Invoices

Documents

Public (pending)

(none)

Requester

(none)

Staff Only

(none)

Staff

Point of Contact

stefanie.stalheim@minotnd.org

Support

Tasks

Timeline

Request Pending

Waiting for decision from council on June 3rd.

May 28, 2024, 8:54am by Mikayla McWilliams

Staff Only

Message to requester

Sounds good - we will add an item to the June 3rd Council agenda asking that the Council consider releasing these items.

Requester + Staff



City of Minot Public Record Requests

If approved, we will ask Jennifer Kleen to let us know if preparing that recording would take longer than an hour and if so, we will get back to you with an estimate.

In the meanwhile, feel free to reach out with any follow-up questions or concerns.

Stefanie

May 28, 2024, 8:19am by Stefanie Stalheim, Assistant City Attorney (Staff)

Message from requester

Requester + Staff

Hello:

In response to the message attached to this request. Yes, I would like Council to consider releasing the content from the executive sessions on April 15 and May 6, but only those portions of the meetings with discussions related to Nok Back Tavern.

Respectfully,

Josh Wolsky

May 23, 2024, 4:47pm by the requester

Message to requester

Requester + Staff

Mr. Wolsky,

The executive session recordings contain negotiation strategy and instruction and are considered exempt records – which means it is open in the discretion of the public entity. See [NDCC 44-04-17.1](#) and [44-04-19.1\(9\)](#).

Per [NDCC 44-04-19.2](#), the recording may be disclosed upon a majority vote of the governing body (unless the session was required to be confidential, which is not the case here). Would you like us to prepare a memo to the Council describing the request and ask them to vote on whether or not to release the recordings?

If so - are you wanting the recordings for all matters discussed on April 15 and May 6th, or just those portions related to the acquisition of the Nok Back Tavern? I was cc'd on an email thread from you with questions regarding the Nok Back purchase - so I want to make sure we are including accurate requests in the Council memo. The May 6th special meeting includes an executive session regarding our eminent domain case with the Moose Lodge, and the April 15th special meeting includes an executive session separate land purchase unrelated to the Nok Back Tavern.

May 23, 2024, 4:39pm by Stefanie Stalheim, Assistant City Attorney (Staff)

Department Assignment

Public

City Attorney

May 23, 2024, 3:24pm (auto-assigned)

Request Visibility

Staff Only

Department-Only

May 23, 2024, 3:24pm (auto-assigned)



City of Minot Public Record Requests

Request Opened

Request received via web

May 23, 2024, 3:24pm by Josh Wolsky

Public

2025 Funding Request

First District



Health Unit

www.fdhu.org

The mission of public health is to make a positive impact on the health & welfare of the community through service, education, prevention, and collaborative activities.

First District Health Unit
Mission Statement

*Healthy People in Healthy
Communities.*

First District Health Unit
Vision Statement

Focus Groups 2022

FDHU conducted two focus groups in Minot in April of 2022.

Mental health was a top priority in both of those focus groups.

One of the ways we are focusing on mental health.....



An Introduction to the CredibleMind Platform



The Why



50%

Of adults experience mental health conditions in their lifetime, 1 in 5 each year

70%

Gap between the need for mental health treatment and available resources

75%

Who attempt to work on mental health issues do so on their own

95%

Of self-help resources are not validated

The National Association of County and City Health Officials (NACCHO) partnered with CredibleMinds to create ‘**Behavioral Health 360**’, a program designed to help combat the country’s mental health crisis.

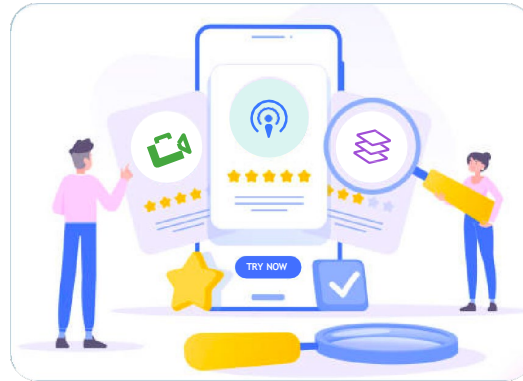
“By introducing system-wide early intervention, this partnership signifies a turning point in addressing mental health and wellness at a local level across the United States.” – Lori Tremmel Freeman, NACCHO CEO

Key Messages



You are not alone

There are other people out there who are going through the same challenges as you, and it does get better.



You have choices

There is no wrong or right way to improve your mental health and wellbeing. Each person is unique, which is why there are more than 10,000 different resources on the CredibleMind platform.



You can trust us

The CredibleMind platform was built by mental health and wellbeing experts who are leaders in the field.



More than mental health

It's a full wellbeing, emotional, and spiritual toolkit to help you focus on being a better version of yourself.



Burnout

Overcome stress and find work-life balance



Professional Caregiving

Learn to thrive and flourish as a professional caregiver



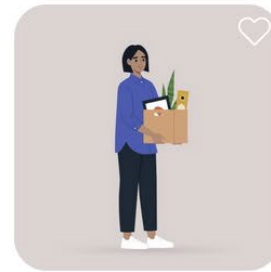
Work-Life Balance

Achieve a healthier balance between work and home



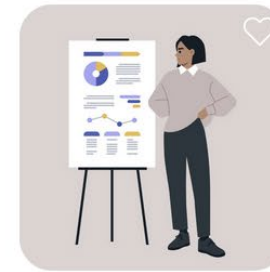
Job Satisfaction

Ways to feel more fulfilled at work



Job Transitions

Change jobs with less stress



Imposter Syndrome

Stop undervaluing and start celebrating yourself



Social Anxiety

Develop skills to overcome social fear and discomfort



Overcoming Procrastination

Increase productivity, decrease stress, and take...



Emotional Intelligence

Gain deeper understanding of emotions



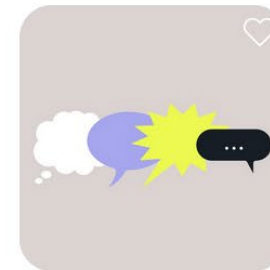
Time Management

Learn to focus and make the most out of your time



Resilience

Bounce back from life's challenges



Communication Skills

Practice clear communication and...



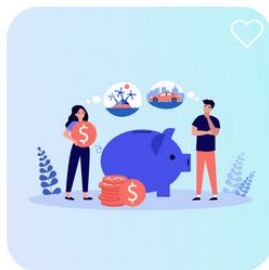
Goal-Setting

Take small steps to achieve your dreams



Leadership

Learn how to flourish as a leader



Financial Wellness

Make healthy money choices

Signing Up

Anyone can access CredibleMind anonymously, but there are a few benefits of signing up:

- Favorite resources to pick up where you left off
- Save and track assessment results
- Receive personalized resource recommendations straight to your inbox.
- Better resource recommendations within the platform through our machine learning engine



Thank you

Holly Brekhus

Executive Director

hibrekhus@nd.gov

www.fdhhu.org



City of Minot 2025 Budget Request

BREKKA KRAMER, PRESIDENT | CEO



Mission

IT IS THE MISSION OF THE MINOT AREA CHAMBER EDC TO ADVOCATE FOR AND INVEST IN BUSINESS ACTIVITY BY BEING A COLLABORATIVE PARTNER IN THE COMMUNITY, FOCUSED ON IMPROVING QUALITY OF LIFE FOR ALL.



Vision

TO BE THE GO-TO ORGANIZATION FOR OUR BUSINESS COMMUNITY TO DRIVE KEY INITIATIVES THAT BUILD AND STRENGTHEN OUR ECONOMY.



Board of Directors

Executive Committee

Chair Cassidy Hjelmstad, SRT

Chair-Elect Ryan Ackerman, Ackerman-Estvold

Treasurer Missy Feist-Erickson, Peoples State Bank

Past Chair Kevin Black, Creedence Energy Services

Board Members

Beth Feldner, Xcel Energy

Peter Hankla, McGee, Hankla & Backes PC

Jonn Knecht, Bravera Bank

John Kutch, Trinity Health

Brent Lohnes, Hess Corporation

Jason Olson, Ward County Commission

Mayor Tom Ross, City of Minot

Dr. Steven Shirley, Minot State University

Dr. Mark Vollmer, Minot Public Schools

Jason Zimmerman, Minot Area Community Foundation



Our Team

Minot Area Chamber EDC

Brekka Kramer, President | CEO

Carla Dolan, Vice President

Mark Lyman, Economic Development Specialist

Chanda DeCent, Finance Director

Keli Rosselli-Sullivan, Workforce Development | Military Liaison

Katie Dotson, Communications & Outreach Specialist

Marie Sanders, Finance Assistant

Jaime Hauge, Executive Assistant

Kelly Johnson, Administrative Assistant

Motor Vehicle Department

Lacey Coleman, Manager

Clerks: Tammy Hanson, Wendy Keldson, Tracey Oja Zeretzke, Kim Reedy, Destiny Waddle, Courtney Stroschein



Five-Year Strategic Plan

January 1, 2023 – December 31, 2027





Driving Key Initiatives

Ongoing efforts

2024 highlights

Vision for 2025



2025 Budget Request

Economic Development & Workforce Development	\$559,650
---	------------------

No increase from 2024 funding

Support economic development and workforce development efforts as identified by contract

Regional Workforce Impact Program (RWIP) Match	\$31,250
---	-----------------

One-time funding request to match half of the state funding

Minot Air Force Base Retention	\$106,250
---------------------------------------	------------------

Military support through Task Force 21 (TF21)



Q&A

THANK YOU FOR HELPING TO DRIVE KEY INITIATIVES THAT BUILD AND STRENGTHEN OUR ECONOMY THROUGH ECONOMIC DEVELOPMENT, WORKFORCE DEVELOPMENT AND MILITARY SUPPORT.

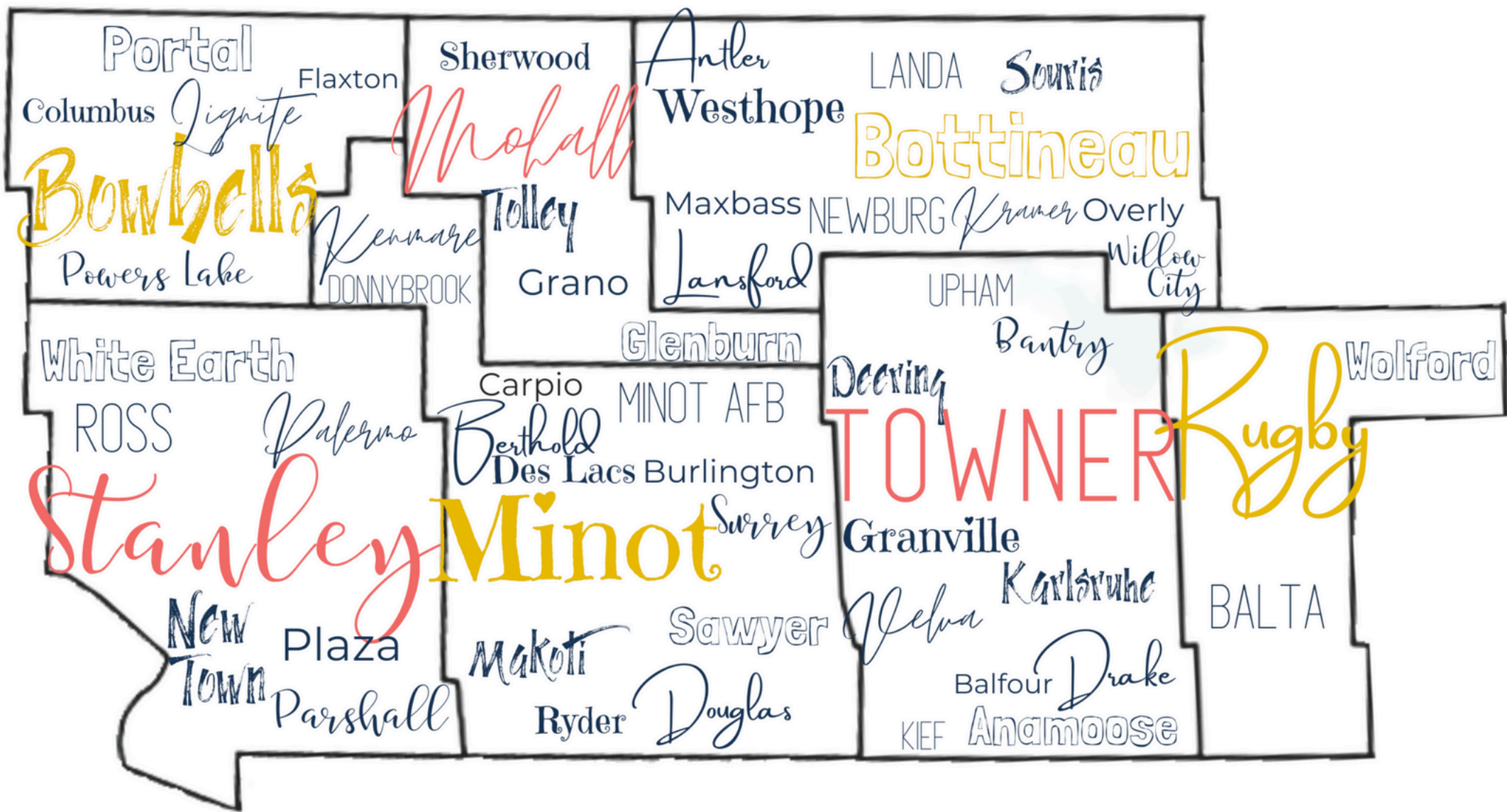


Souris Basin

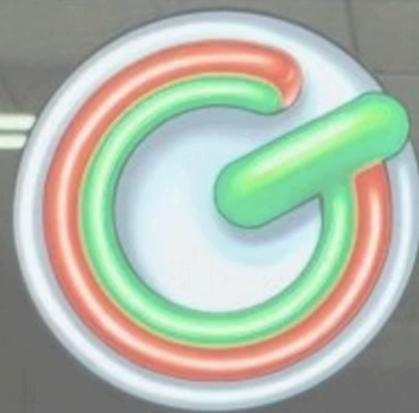
Supporting communities,
leaders, and entrepreneurs to
advance economic progress for
North Dakota Region 2.



CONNECTING
PEOPLE.
IDEAS.
KNOWLEDGE.
RESOURCES.



CHAOS



GAMES

SUPPORTING BUSINESSES & ENTREPRENEURS



SourisBasin
people. ideas. knowledge. resources.

Financing Impact

2019-2023



"Souris Basin Planning Council helped us [...] expand here with our local community, what we're offering for people [...]. Getting this space was crucial to continuing [our] mission."

Joseph Hurt, Chaos Games

33
businesses received
financing

\$2.6mm
in closed loans

635
jobs
retained/created

\$51.3mm
in private funds leveraged



BUILDING COMMUNITY CAPACITY





COMMUNITY BUILDER PROGRAM



AmeriCorps



NORTH
Dakota | Commerce
Be Legendary.

Community Builder Impact

2019-2023



“I really love the ability my service terms have given me to continue helping my community and the organizations I love.”

Kylie Anderson, AmeriCorps Member

53

AmeriCorps Members

\$370,900

earned by members

49

Host Sites

36,248

hours served



sourisbasin.org
701.255.1982
info@sourisbasin.org





2023 IMPACT REPORT

SOURIS BASIN PLANNING COUNCIL

YEAR IN REVIEW



\$1.49MM

**FUNDS
SECURED FOR
THE REGION**



106

**ORGANIZATIONS
& COMMUNITIES
ASSISTED**



50

**UNIQUE
COMMUNITY
CONNECTIONS**

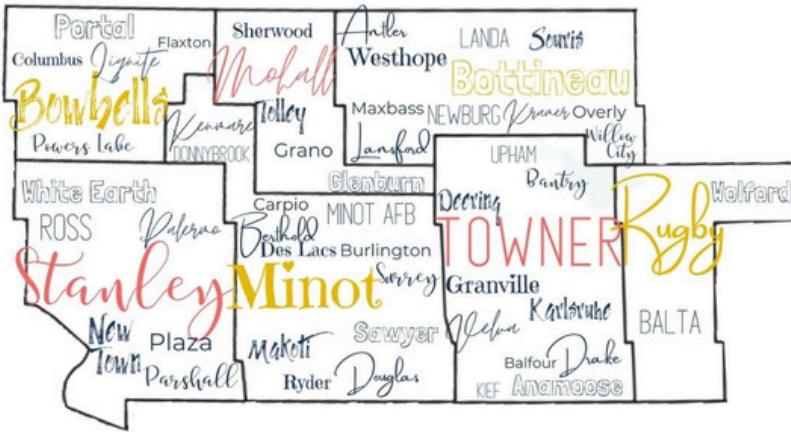


2023 was a year full of opportunities. As we dive into the new year, I am motivated by what our team, communities, and partners have accomplished.

Briselda Hernandez
Executive Director



YEAR IN REVIEW



SBPC ADOPTED A COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDs).

The CEDs is a community-driven plan developed with input from a diverse group of local representatives.



SBPC WAS AWARDED A BUSH FOUNDATION ECOSYSTEM GRANT.

Ecosystem grants provide operating support to organizations that others rely upon to help solve problems in their communities and across our region.



SBPC JOINED THE NORTH CENTRAL REGIONAL FOOD BUSINESS CENTER.

Our goal is to transform a region into an area that supports smaller, more resilient farms and food practices.



YEAR IN REVIEW



RLF Community of Practice

**SBPC WAS ACCEPTED INTO
THE REVOLVING LOAN
FUND (RLF) COMMUNITY
OF PRACTICE COHORT.**

The primary goal is to increase the capacity of RLFs to meet the needs of local economic development strategies.

ECONOMIC RECOVERY CORPS

**SBPC WAS SELECTED AS
AN ECONOMIC RECOVERY
CORPS HOST SITE.**

Host Sites are matched with a dedicated Fellow, fully funded for 2.5 years, to build, strengthen, and coordinate relationships and local efforts.



In 2023, I am most proud of our growth. Our growth in understanding, staff, and programming have helped us better serve small businesses.

Erin Charley
Program Coordinator



BUSINESS FINANCING IMPACT



\$588M

**CLOSED
LOANS**



\$12.3MM

**PRIVATE
FUNDS
LEVERAGED**



137

**JOBS CREATED
OR RETAINED**



70

**TOTAL BUSINESSES &
ENTREPRENEURS
ASSISTED**

26 Rural

8 Women/Women-owned

9 Black, Indigenous, People of Color (BIPOC)/BIPOC-owned


SourisBasin

BND
Bank of North Dakota

**City of
Minot**

 **NORTH DAKOTA
SMALL BUSINESS
DEVELOPMENT CENTERS**
Your Ideas - Our Expertise - Your Success

EDA
U.S. ECONOMIC DEVELOPMENT ADMINISTRATION



JOSEPH HURT, OWNER

“

Souris Basin Planning Council helped us [...] expand here with our local community, what we're offering for people [...].

GETTING THIS SPACE WAS CRUCIAL TO CONTINUING [OUR] MISSION.

COMMUNITY BUILDER IMPACT



\$60.9M

LIVING
STIPENDS
EARNED



\$16.6M

EDUCATION
AWARDS
EARNED



4,728

HOURS
SERVED



11
HOST SITES

14
SERVICE
OPPORTUNITIES



AmeriCorps

NORTH
Dakota
Be Legendary.

Workforce Development
COMMERCE



KYLIE ANDERSON, AMERICORPS MEMBER

“

I really love the ability my service terms have given me to continue **HELPING MY COMMUNITY AND THE ORGANIZATIONS I LOVE.**

I don't have to choose between supporting my community and working more to put money away for college.

LEADERSHIP

Supporting communities, leaders, and entrepreneurs to advance economic progress for North Dakota Region 2.

Executive Board

Tony Pandolfo, City of Bowbells, Chairperson
Ashley Berg, Pierce County, Vice Chairperson
Lisa Olson, City of Minot, Treasurer
Nathaniel Buynak, Bottineau County
Jesse Baker, City of New Town
Mike Schreiner, City of Velva
Dianne Hensen, City of Glenburn
Arlen Gartner, City of Kenmare
Whitney Gonitzke, Bottineau Economic Development Corporation
Danielle Jacobson, Rugby Job Development Authority

Board

Jarret Van Berkomp, Burke County
Robert Marmon, Renville County
Jim Rostad, Ward County
Bryan Bruner, McHenry County
Jason Rice, Mountrail County

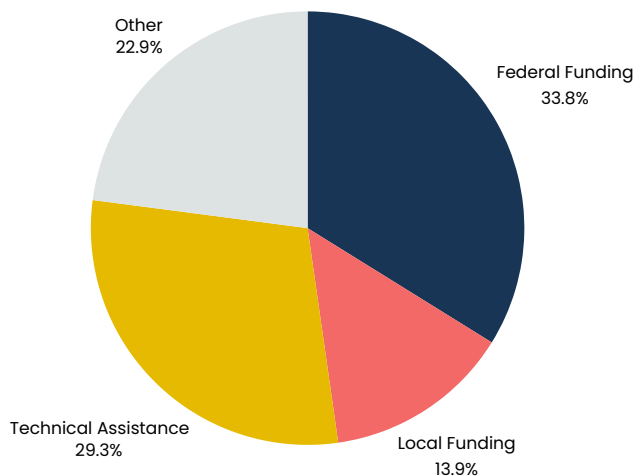
Ken Radtke, City of Westhope
Frank LaRocque, City of Rugby
Bruce Knudson, Soil Conservation District
Sam Warren, Minot Air Force Base
Tom Rafferty, Verendrye Electric Cooperative
Sheila Many Ribs, Mandan, Hidatsa, and Arikara Nation (Three Affiliated Tribes)
Susan Ogurke, Job Service North Dakota
Dr. Mark Vollmer, Minot Area Chamber Economic Development Corporation

Loan Review Committee

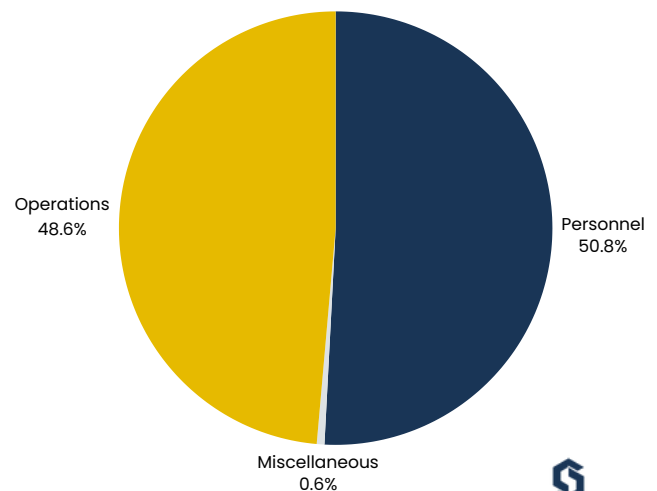
Jersey Benson, First Western Bank & Trust, Chairperson
Mike Mueller, Bravera Bank, Vice Chairperson
Darla Jost, Jost Masonry Construction
Stacey LaCompte, ND Native Tourism Alliance
Jessica Aardahl, Aardahl Insurance Agency
Tony Pandolfo, Board Representative
Lisa Olson, Board Representative

FINANCIAL REPORT

TOTAL INCOME: \$652,023



TOTAL EXPENSES: \$663,698



Application for Funding | Calendar Year 2025

Section I | Applicant Information

Applicant Organization: Minot Area Chamber EDC
Address: P.O. Box 940
City, State, Zip: Minot, ND 58701
Contact Person: Brekka Kramer, President | CEO
Daytime Phone: 701-852-6000
Fax: 701-838-2488
E-Mail Address: brekka@minotchamberedc.com
Web Address: www.minotchamberedc.com

Section II | Summary of Project Description

A. Grant Request Amount:

- a. \$559,650 for Economic Development and Workforce Development
- b. \$31,250 for Regional Workforce Impact Program (RWIP) Match
- c. \$106,250 for Task Force 21

B. For what specific purpose would this grant be used?

The **economic development and workforce development grant** will be used to support the MACEDC team leading economic and workforce development.

MACEDC leads economic development by promoting business, leadership, and growth of the Minot area; providing business retention and expansion efforts; and marketing Minot as a business-friendly community. MACEDC targets primary sector businesses to bring new dollars into the community through the sale of products and services outside the trade area. Programming is in place to support entrepreneurs through Start Up Minot. Continuous operations of the intermodal site and development of the Logistics Park of ND are also key focuses under economic development.

Goals outlined in the five-year organizational strategic plan include:

- Advance continued operations of the intermodal ramp
- Attract new business investment in the Logistics Park of North Dakota (LPND)
- Lead primary sector development in the Minot area

MACEDC added a workforce development and military liaison position in January 2023 and supports workforce development efforts for our community. The goal outlined in the five-year organizational strategic plan is to support workforce development solutions.

MACEDC has been awarded a \$250,000 Regional Workforce Impact Program grant to develop a talent attraction campaign targeted to address workforce challenges. As part of the grant a 25 percent local match is required. MACEDC is asking the City of Minot for one time funding to support half of the match with MACEDC contributing the other half.

The **Task Force 21 (TF21) grant** would support advocacy and awareness efforts led by TF21, along with Sentinel preparation. The overall work of TF21 supports sustaining the missions of Minot Air Force Base (MAFB) and opportunities for new missions.

Application for Funding | Calendar Year 2025

Goals outlined in the five-year organizational strategic plan for military support include:

- Lead community military affairs and appreciation events and foster a community of support to make military personnel feel at home in Minot
- Develop and execute strategic tactics to support the U.S. Air Force modernization projects that impact MAFB and the two major Air Force units: the 5th Bomb Wing and the 91st Missile Wing
- Support TF21 and ensure resources to complete the mission of this group

- C. Financial report attached as Exhibit 2A.** Based on current activities, programs, and projections for the remainder of 2024, MACEDC anticipates an increase in economic development, workforce development, and military support activity going forward. A detailed 2025 budget will be prepared and approved in Q4 2024 by the MACEDC Board.
- D. Identify how volunteerism will play a role in the specific purpose for which the grant would be used.**

Board of Directors: The Minot Area Chamber EDC Board of Directors are listed on Exhibit 2B. The board of directors, made up of leaders in the community, volunteer to guide and oversee the organization. Board members chair organizational committees tied to MACEDC's five key pillars: economic development, community development, workforce development, military support and member investor.

Economic Development: The Logistics Park of North Dakota (LPND) Committee members are listed on Exhibit 2C. The LPND Committee promotes and markets intermodal service and the development opportunities at the LPND to increase the value and economic growth of the Minot area. The committee has coordinated with the City of Minot to establish a Business Incentive Agreement to confirm the commitment to continuous intermodal service.

Workforce Development: The MACEDC workforce committee is in place to address workforce and childcare solutions, and the members are listed on Exhibit 2D. The purpose of the committee is to develop workforce talent, advocate for innovative initiatives, and inspire meaningful academic and business partnerships. ND businesses are focused on workforce solutions and what can be done to find, train, and retain workforce to support businesses and organizations. Key is innovative thinking and collaboration at all levels working with numerous partners, including the City of Minot Childcare Committee.

Task Force 21: TF21 members are listed on Exhibit 2E. TF21, an initiative of the MACEDC, focuses on educating the local community, state officials, members of Congress, and the public on national security issues, especially those impacting Minot Air Force Base, Air Force Global Strike Command (AFGSC), the U.S. Air Force, and our nuclear deterrent capabilities. Also supporting North Dakota National Guard in partnership through the recently rebranded North Dakota Military Commission. With the upcoming Sentinel project, TF21 will be educating and advocating more than ever while helping prepare the community for what the Department of Defense calls a "megaproject."

Application for Funding | Calendar Year 2025

Organization: MACEDC is made up of over a dozen committees and numerous programs, including those with a focus on agribusiness, energy, governmental affairs, military affairs, and infrastructure. These committees are possible because of member investors who are willing to volunteer their time and effort and range from a handful of members up to 100 members per committee.

E. Attach a narrative describing the organizational goals and objectives.

Please see Exhibit 2F for the Minot Area Chamber EDC's mission, vision, and values and the five-year strategic plan.

Section III | Public Benefit

A. To achieve the objectives for which the grant will be used, will single or multi-year funding be required? If multi-year funding is required, please specify the number of years?

Council approved, annual funding has been in place for both economic development and TF21 since 1990. Workforce development was tasked to MACEDC during the 2022 budget planning cycle and has been funded the past two years.

MACEDC funding currently is reviewed each budget cycle and is an annual contract with the City of Minot. MACEDC would like to discuss the opportunity to implement a multi-year contract as key employee positions and the team to implement funding from the State of ND are tied to receiving City of Minot funding for economic development, workforce development, and military support (through TF21).

B. What sector of the population will benefit by the city's contribution?

The City's contribution will benefit the entire Minot area with the expansion of the City's tax base, growth of businesses, support of workforce development, and retention of MAFB.

C. What benefit will the program or project provide for the community and specifically the number of individuals in the community?

MACEDC and TF21 will benefit the entire Minot area. MACEDC supports MAFB, a major economic driver that had a 2023 impact of \$621,623,570 to the area. Workforce is something that is impacting organizations and businesses throughout the community. Economic development efforts driving new business, generates additional tax revenues, and has brought to Minot continuous intermodal service opening up access to global markets.

D. Identify the public support for this program or project.

In addition to funding from the City of Minot, MACEDC currently has nearly 700 member investors who believe in and support the mission of the organization.

Application for Funding | Calendar Year 2025

Ward County provides critical funding to support regional economic development to MACEDC on an annual basis.

The State of ND during the 67th Legislative Assembly, developed programs to support economic development, community development, workforce development, childcare, and military support. MACEDC directly received direct appropriations for TF21 and a grant through the ND Department of Commerce Regional Workforce Impact Program funding for a talent attraction campaign.

E. Is your organization, or will this program or project be involved in the sharing of facilities, programs, and/or staff with other related organizations including other government organizations?

MACEDC's vision is to be the go-to organization for our business community to drive key initiatives that build and strengthen our economy. We are stronger and better together. Partnerships are the core of what we do, working together to strengthen our community.

The MACEDC facility hosts and is open to other organizations, businesses, and government officials for meetings. Throughout the year MACEDC hosts strategic engagements with officials at all levels, including state and federal leadership. One unique example is how the Bank of North Dakota is housed within the MACEDC office.

Programming offered by MACEDC is open to both member investors and non-members throughout the year. The City of Minot annually has participated in the Community Leadership Institute, Honorary Commanders program, and numerous committees including military affairs, infrastructure and governmental affairs. One example of a shared program would be Start Up Minot, a two-pronged community effort offering a cohort-based 10-week class called Start Up Minot Academy powered by CO.STARTERS and a monthly business showcase/networking event that focuses on sharing the stories of new and growing companies while connecting like-minded business leaders. Partners include ND Small Business Development Centers, Souris Basin Planning Council (SBPC), Creedence Energy, The Good Talk Network, and Dakota Business Lending – along with nearly a dozen financial institutions and businesses who provide sponsorship funding to defray the cost of the program for entrepreneur training.

MACEDC partners with dozens of entities throughout the Minot area, the State of North Dakota, and at the national level.

Economic Development

Relationships have been key to the development of the Logistics Park of ND and Intermodal site. MACEDC owns the land and assets and has a long-term lease with an operator to provide continuous intermodal services. Key strategic partners for this effort include the City of Minot, Ward County, State of ND (including the departments of agriculture, commerce and transportation), North Dakota Trade Office, BNSF Railway, and The Northwest Seaport Alliance.

MACEDC works closely with the Economic Development Association of North Dakota (EDND) and serves on the EDND board of directors. EDND is actively

Application for Funding | Calendar Year 2025

involved in advocating for economic development programs and policies that give communities and regions a competitive advantage in attracting new business and expanding existing business.

MACEDC introduced and has been supporting Souris Basin Planning Council throughout the application process for North Dakota Department of Agriculture Regional Livestock Development and Planning Grant Program funding. SBPC was awarded \$203,000 and these dollars will go toward supporting site analysis and strategic planning activities and accommodating and encouraging investment in livestock production. MACEDC is on the steering committee that is actively working with the consultant to ensure this is a success for our region.

Workforce Development

MACEDC works closely with the ND Department of Commerce, Job Service of ND, ND University System, Minot State University (MSU), Minot Public Schools (MPS), and City of Minot on a regular basis on workforce solutions. In addition, innovative solutions have been developed through partnerships with organizations like the North Dakota Petroleum Council that brought forth the Bakken GROW program. MACEDC served as a liaison to tackle the workforce shortage issues in the oil and gas industry through legal immigration from Ukraine. Work is currently underway with the Office of Legal Immigration for additional workforce solutions.

Greater North Dakota Chamber (GNDC) is North Dakota's oldest and largest business advocacy organization. MACEDC team members are serving on various policy committees supporting business climate, workforce, and infrastructure to shape the GNDC policy positions for the upcoming 2025 legislative session. The workforce policy goal is to accelerate the creation and implementation of workforce solutions designed to enhance strengths and resolve weaknesses impacting development of North Dakota's business community.

MACEDC has continued the WayFinders program in partnership with RoleCall, a national talent attraction agency. Minot WayFinders creates a personalized connection for newcomers and potential newcomers to the Minot area, helping them access the information, assistance, and support they need during their relocation process.

MACEDC led the effort of a single, regional application in 2022 for \$1.83 million in funding from the newly-developed North Dakota Regional Workforce Impact Program for the 7-county area. In 2023, MACEDC supported various applications and our own application for funding for city and regional projects of significance. This program provides matching grants to regional workforce entities or businesses to design and implement innovative plans to address our region's most demanding workforce challenges.

Application for Funding | Calendar Year 2025

Task Force 21

TF21 volunteers serve on strategic leadership positions including the North Dakota Military Commission, Secretary of the Air Force and AFGSC Civic Leaders, AFGSC Chiefs Civic Leaders, National Defense Industrial Association Northern Tier Chapter Board of Directors, Bomber Constituency Group, and the Strategic Deterrent Coalition Board of Directors.

MACEDC has numerous connections to be able to lead the advocacy and education efforts through TF21. U.S. Congressional members, Department of Defense contractors, and military leadership at all levels are leveraged to put Minot in the strongest strategic position possible to protect the military base and missions.

The City of Minot and State of ND partners with and supports TF21's annual Triad Symposium held in Washington, D.C. and most recently the North Dakota Nuclear Triad Symposium that was held in Minot.

TF21 members lead the advocacy work for MAFB on a local, state, and national level. In addition, MACEDC offers three specific programs that engage the broader business community through Military Affairs Committee, the Honorary Commanders program, and Adopt An Airman – and raise funds for MAFB through the Prairie Warrior auction which supports squadrons and sending Airmen Home for the Holidays.

Community strategic partners include the City of Minot, Ward County, Visit Minot, Minot Park District, Minot Public Schools (MPS), Minot State University (MSU), and Souris Basin Planning Council.

F. Would assistance in the area of providing facilities or services in lieu of financial support be effective to achieve the goals of your program or project?

No, facilities and services in lieu of financial support would not be effective to achieve the goals.

G. Of the following City Council Values & Aspirations, which of these does your organization feel they address with partnerships with the City of Minot?

The Minot Area Chamber EDC strives to address all four of the Council Aspiration statements.

- a. Dynamic and Flourishing:** MACEDC is strongly committed to being adaptable and ready for strategic growth while making successful investments in targeted partnerships. MACEDC is always looking for ways to help grow our community and showcase the Magic in Minot.
- b. Resilient and Prepared:** With our strong relationships and partnerships with community and industry leaders, including the City of Minot, MACEDC is also ready to meet the challenges and opportunities of the future.

Application for Funding | Calendar Year 2025

- c. **Safe and Welcoming:** MACEDC is happy to be a welcoming arm of the community, whether it be supporting the Bakken GROW program bringing in Ukrainians to help fill the workforce shortage or with the WayFinding program getting newcomers connected to the community. MACEDC partners with the City of Minot, Norsk Høstfest, MPS, and MSU celebrating and embracing the deep Scandinavian heritage and Sister City relationship with Skien, Norway.
- d. **Excellent and Connected:** MACEDC strives to work collaboratively with the City of Minot and other community partners to serve and grow our area.

Section IV | Value Challenges

- A. If the City of Minot becomes a participant in your program or project, how should we measure its success?**

As in the past, developing a services agreement with measurable objectives has worked well to track the success of the organization. MACEDC provides a detailed report and presentation to the City Council biannually.

- B. Does your organization work with other programs or organizations working towards the same objectives?**

Yes, please see 3.E.

- C. How will you incorporate the use of government, the private sector, and volunteerism to meet the objectives of your program or project?**

Please see 2.D.

- D. Identify organizations in the community that support your application for funding-also identify if each of the organizations listed does or does not provide or work towards the same objective.**

MACEDC will continue to work closely with the many community partners and organizations to fulfill the region's objectives tied to economic development, workforce development, and MAFB support. This includes, but is not limited to, MSU, MPS, City of Minot, Ward County, Visit Minot, Minot Park District, State of North Dakota, Norsk Høstfest, SBPC, and ND Small Business Development Centers. Although each organization has its own role, all are working towards making sure Minot is the right location for business and family.

TF21 is the sole entity in the community with the unique focus on educating the local community, ND officials, members of Congress and the public on national security issues, particularly ones that affect MAFB, the USAF, AFGSC and overall nuclear deterrence.



APPLICATION FOR FUNDING
(For calendar year 2025)

SECTION I **Applicant Information**

Applicant Organization: Minot Area Council of the Arts

Address: 3 Main St S, Suite 2

City: Minot **State:** ND **Zip:** 58701

Contact Person: Myles Barcomb and Tonia Vitko

Daytime Phone: 701-852-2787 **Fax:**

E-Mail Address: myles@minotarts.org or tonia@minotarts.org

Web Address: www.minotarts.org

SECTION II **Summary of Project Description**

A) **Grant Request Amount:** \$ 40,000

B) For what specific purpose would this grant be used?

Funding for the Minot City Band – up to \$12,000 contingent on their activity. Funds cover a modest stipend for band members. Funding for Minot Symphony Orchestra -\$3,000 for educational outreach and music. The remaining funding not paid to the above organizations is to be used in support of the programs and services of the Minot Area Council of the Arts (MACA) that are provided to the community and to over 50 member arts organizations, a membership roster that continues to grow. MACA services include Arts in the City, encompassing concerts in Oak Park, Downtown Minot, Minot Public Library, and the Carnegie Center, a monthly networking event at the Carnegie Center (except in June, July, and August) called Artists After Hours, statewide marketing and advocacy through social media, direct mail, and billboards, and a Youth Advisory Committee (MACA-YAC), and facilitating public art projects such as Union Silos as a pass-through organization.

C) Attach a financial report that shows the income by source, expenditures by function, including salaries, for the current calendar year and a proposed budget showing the same for the calendar year in which the requested grant would be used. Special emphasis should be placed on the summary of estimated project expenses and other sources of funding for the project. (Mark this information as Exhibit 2A)

D) Identify how volunteerism will play a role in the specific purpose for which the grant would be used.

Volunteerism is crucial to MACA's work; while we have increased our office to a staff of 2, we have also increased our activity and impact. Our Executive Director and Operations & Special Projects Coordinator work hard, but cannot achieve our volume of annual organizational accomplishments alone. Without faithful volunteers it would be impossible to provide free concerts and other services we provide. Each concert requires three to ten volunteers or more to give at least 2 hours of their time. Volunteers also assist with special events, can be found selling tickets, transporting artists, providing hospitality, preparing mailings and more.

E) Attach a narrative describing the organizational goals and objectives.
(Identify the narrative as Exhibit 2B)

SECTION III

Public Benefit

A) To achieve the objectives, for which the grant will be used, will single or multi-year funding be required? If multi-year funding is required, please specify the number of years?

Since the services provided to the community are ongoing, multi-year funding is necessary to continue the level of service for the foreseeable future. The programs and services of the Minot Area Council of the Arts are ongoing – providing free concerts all year, providing a one-stop location for arts and cultural information, advocacy, and promotions, and providing area youth with the opportunity to get involved with the arts. The services provided to the community by MACA, as well as the Minot City Band and Minot Symphony Orchestra, annually impact the city's culture, economy, and quality of life.

B) What sector of the population will benefit by the city's contribution?

Directly or indirectly every individual in the Minot area will benefit by the City of Minot's contribution to the Minot Area Council of the Arts. The programs and services provided by MACA and its members enhance and enrich quality of life and help attract and retain quality employees. When bringing new business to Minot, the diversity and success of the arts plays a crucial role in recruitment. Arts in the City provides free concerts that routinely attract audience members from the surrounding area. Those individuals eat in our restaurants, buy gasoline, and shop in our stores. According to a 2023 Americans for the Arts information gathering effort, attendees of arts events in the Minot region spend on average more than \$31.00 per person –over and above any ticket or admission price with event related spending totaling more than \$11.2 million annually. In addition, arts activity in the Minot region supports more than 450 full time equivalent jobs each year. On average nationally, for every \$1 of public money spent on the arts, communities see a return of \$11 in revenue. In 2023 arts related spending in Minot generated more than \$328,000 in revenue for the local government alone. (*Arts & Economic Prosperity 6: The Economic and Social Impact Study of Nonprofit Arts and Culture Organizations and Their Audiences in the Greater Minot Region*. October 2023)

C) What benefit will the program or project provide for the community and specifically the number of individuals in the community?

Minot Area Council of the Arts programs and services enrich the community, and broaden the cultural landscape in the city of Minot. The benefit of a strong arts and cultural community on a

municipality is far reaching and can be felt in the quality of life and happiness of its residents, and has a tangible impact on the economics and resiliency of the community. Growth has been a significant part of the Minot Area Council of the Arts over the last three years. In 2021 we rebranded with a new logo, new website, and a new vision for our programming. We began offering grants to local artists, took half of our summer concerts out of the park and onto Main St downtown, won a Governor's Award, and were awarded a significant NEA grant to further our grantmaking work. We expanded our reach, our audience, our impact, and our membership, and then we took over management of the Carnegie Center, providing new life and new opportunity for this historic building. Each one of these areas has provided attention to our organization, our arts community, and to the city of Minot as a whole. Over 6,200 people attended our concerts last summer with hundreds more attending our programming throughout the rest of the year. In October 2022 & 2023 and April 2023 & 2024, we welcomed international performers as the North Dakota hosts of World Fest, a program facilitated by Arts Midwest. These week-long residencies provided cultural exchange opportunities to students and the general public. Countless more have benefitted from the information we provide and the other services we offer. Simply stated, these efforts benefit the arts community, which drives local spending, which directly impacts the city budget, which in turn impacts every resident in the city of Minot. We also live in a world where more and more people are choosing where they live first, and where they work second. Without a strong and active arts community, cities will fail in recruitment and retention of businesses and citizenry. The presence of the Minot Area Council of the Arts and the work we do bolsters and makes visible the strength of our arts community and significantly contributes to the competitiveness of Minot as a place to live, work, and play.

D) Identify the public support for this program or project.

Minot Area Council of the Arts organizational membership includes nearly every cultural organization in Minot and several organizations outside Minot, and our membership list continues to grow. Contributions from both businesses and individuals indicate their support for our programs and services. Additionally, the Minot Area Council of the Arts won the 2021 Governor's Award for the Arts for Arts Organization, and has been awarded significant grants from regional and federal arts agencies specifically to allow us to be a grantmaker. In 2022, Justin Anderson, our former Executive Director, won the Minot Alliance of Nonprofits Emerging Leader award, showing support for our organization from other local nonprofit organizations. Our growth in attention, impact, services, and audience indicates a large range of support for our organization and our activities.

E) Is your Organization or will this program or project be involved in the sharing of facilities, programs, and or staff with other related organizations including other government organizations?

The Minot Area Council of the Arts utilizes many public/private partnerships. The Minot Park District provides assistance with park concerts for Arts in the City, both financially and through the use of park facilities. Our downtown concerts for Arts in the City are done in collaboration with the Downtown Business and Professionals Association, Creative Night Out, Up Your Axe, and The Putt District, as well as working with the City of Minot for street use and power. There will also be representatives from service clubs, other nonprofit organizations, and financial institutions with space at downtown events this summer and helping out as volunteers for the events. This involvement is expected to continue and expand in 2023. We work with the City of Minot as the lease holder for the Carnegie Center not only renting out this facility to the public, but using it for a variety of arts and cultural events, and our Executive Director serves on the Renaissance Zone Review Board.

F) Would assistance in the area of providing facilities or services in lieu of financial support be effective to achieve the goals of your program or project?

The financial support of the City of Minot is essential to the success of the programs and services offered to the community. Provision of a storage space for supplies would offer a limited cost saving option (\$948 annually) for the organization.

G) Of the following City Council Values & Aspirations, which of these does your organization feel they address with partnerships with the City of Minot.

In almost every aspect of the Minot Area Council of the Arts we contribute to each of the Council's Values & Aspirations statements. Our activity adds to the vibrancy of our community in many ways already illustrated in this document. Countless studies have shown that communities that actively support the arts are more resilient and respond to crisis more effectively and efficiently. The arts make a community more welcoming and public art has led to safer communities. Our activity has a definite fiscal impact on the City of Minot and promotes a culture that is more attractive to young professionals seeking communities to live, work, and play.

The following statements reflects the Council Aspirations.

Dynamic and Flourishing

Minot is a thriving and vibrant community, built on a spirit of sharing strengths, the City is committed to being adaptable and ready for strategic growth, and making successful investments in targeted partnerships

Resilient and Prepared

Minot is ready to meet the challenges and opportunities of the future.

Safe and Welcoming

Minot is a caring community where people feel safe and engaged, with opportunities to celebrate our histories and diverse identities.

Excellent and Connected

Minot is an innovative, professional, fiscally responsible City government that works collaboratively with residents and partners to provide community leadership and deliver high quality services.

SECTION IV

Value Challenges

- A) If the City of Minot becomes a participant in your program or project, how should we measure its success?

Success can be measured in many ways; the direct economic impact of the Arts in Minot (over \$20 million based on new 2023 data -- up from \$11 million in 2015), audience attendance (more than 350,000 persons at MACA member events --up from 280,000 in 2015), an increase in membership, attention, and interest in our organization, increasing requests from events for inclusion in our promotions, and the continued and increased support and interest of individuals, groups, businesses, and organizations. The efforts we have made over the past year, and the attention and results they have garnered, have indicated that the Minot Area Council of the Arts has been, and continues to be, successful in its endeavors, and essential to the quality of life in Minot. This success received its greatest endorsement when we accepted the 2021 North Dakota Governor's Award for the Arts in the category of Arts Organization. In October of 2023 we received the data from conducting the Arts and Economic Prosperity 6 survey with Americans for the Arts. The results of this survey, which was a year-long effort, showed a boom in growth in arts activity and economic impact in the Minot area. Average expenditures above ticket price went from an average of \$11 to an average of \$31.

- B) Does your organization work with other programs or organizations working towards the same objectives? (If so, please identify the programs or organizations)

There is no single organization in Minot or in all of North Dakota that duplicates the work of the Minot Area Council of the Arts, rather it is Minot's arts community that

creates and motivates our objectives. As an umbrella organization, we work with all our member organizations "Connecting Artists. Building Communities. Fostering Possibilities." (our mission statement) through our programs and services such as publicity, scheduling, advocacy, and grant writing assistance. MACA continues to play a major role in the development of the arts in Minot.

- C) How will you incorporate the use of government, the private sector, and volunteerism to meet the objectives of your program or project?

MACA has an established history of cooperation between government, volunteers, and the private sector which has allowed us to provide ongoing programs and community service initiatives along with many special projects enjoyed by people throughout our region.

- D) Identify organizations in the community that support your application for funding-also identify if each of the organizations listed does or does not provide or work towards the same objective.

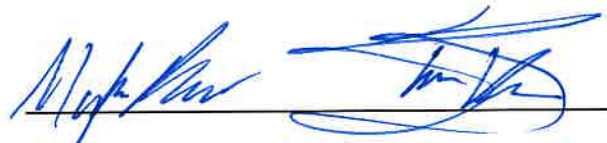
All our member organizations support this application – including: Minot Symphony Orchestra, Minot City Band, Western Plains Opera Company, Heritage Singers, Voices of Note, the Minot Public Library, and Full STEAM Ahead just to name a few. All of our members work toward a vibrant and healthy arts community; it is the Minot Area Council of the Arts that leads the charge for all of them.

SECTION V

Applicant Signature

Myles Barcomb Tonia Vitko

Print name



Signature

Co-Executive Director

Title

5/21/2024

Date

(701) 852-2787

Phone number of people submitting this application.

Return this application and attachments to: On or Before June 3, 2024

City Manager's Office or Finance

Attn: Clerk- Mikayla McWilliams or Comptroller Jenna Zelinski

P.O. Box 5006

Minot, North Dakota 58702



APPLICATION FOR FUNDING
(For calendar year 2025)

SECTION I **Applicant Information**

Applicant Organization: Minot Commission on Aging, Inc.

Address: 21 1st Avenue SE

City: Minot **State:** ND **Zip:** 58701

Contact Person: Roger A. Reich

Daytime Phone: 701-852-0561 **Fax:** 701-852-0564

E-Mail Address: mcoapsc@srt.com

Web Address: www.minotcoa.com

SECTION II **Summary of Project Description**

A) Grant Request Amount: \$ 154,500

Note: This is only a requested amount. The amount is not guaranteed. As you know, the city budget has been tight. The amount requested could be reduced after it is submitted and reviewed. All organizations who are granted dollars will be required to sign an agreement and submit a written narrative report with respect to the expenditure of the grant funds, which shall address the topics of (a) the purposes and goals of the grant as originally conceived, and (b) the attainment or failure to attain the same, based upon the actual experience of the Grantee.

B) For what specific purpose would this grant be used?

The purpose of this grant is to help fund Senior Services within the City of Minot. Our largest program is our Senior Nutrition program; we offer home delivered, congregate, weekend meals and a senior breakfast program to seniors 60 years of age and older. Our program continues to grow as seniors try and deal with the rise in food, prescription, utilities and fuel costs. All services are provided on a donation basis only in accordance with the Older Americans Act; no senior is denied a meal due to the inability or unwillingness to contribute to the cost of the meal. We do not have a wait list, seniors 60 and over begin receiving meals immediately.

C) Attach a financial report that shows the income by source, expenditures by function, including salaries, for the current calendar year and a proposed budget showing the same for the calendar year in which the requested grant would be used. Special emphasis should be placed on the summary of estimated project expenses and other sources of funding for the project. (Mark this information as Exhibit 2A)

D) Identify how volunteerism will play a role in the specific purpose for which the grant would be used.

Volunteers are the heart and soul our program. We have volunteers from area schools, Kalix, and other organizations that pack bread or fill bags with milk and fruit for our Meals on Wheels program. Community volunteers, including those from the Minot Air Force Base, Souris Valley United Way, several businesses and banks deliver meals to our homebound seniors; these volunteers may be the only human contact our homebound seniors receive for the day. They provide that wellness check that sometimes results in calling 911. We have volunteers from the library that give seniors technology help. Legal services volunteers their time as well. Other volunteers help with bingo, play music for events, and assist with activities. Our volunteers help our program run smoothly and efficiently.

E) Attach a narrative describing the organizational goals and objectives. (Identify the narrative as Exhibit 2B)

SECTION III Public Benefit

A) To achieve the objectives, for which the grant will be used, will single or multi-year funding be required? If multi-year funding is required, please specify the number of years?

We are requesting multi-year funding. Minot Commission on Aging, Inc. was created in 1973 by the Mayor and City Council of Minot to address the needs of the senior citizens of our city. We hope to be able to continue to address those needs for as long as possible, helping seniors remain in their homes and in our community.

B) What sector of the population will benefit by the city's contribution?

Our target population are those 60 and older, especially the frail and low income elderly. All residents living in Henry Towers and Milton Young Towers, regardless of age, also benefit from our program.

C) What benefit will the program or project provide for the community and specifically the number of individuals in the community?

Our program fills a need within the community that targets the 60 and over senior population. Our home delivered clients receive more than just a meal; our volunteers provide a daily wellness check and are possibly the only contact that they receive all day. Congregate meals and Cafe' 60 provide a social setting. Seniors want to maintain their independence and continue to live in their homes and communities for as long as possible, we are able to help them achieve that with our services. In 2023, MCA provided 135,968 meals to the senior population in our region. In Minot we provided 90,194 home delivered meals to 662 Minot residents. In addition to home delivered meals, we provided 23,483 congregate meals in Minot to 1,213 local older adults. We also provided 1,301 health care visits for Minot residents. Included in those health visits were 83 services in our Minot client's homes for those older adults unable to come to our facility due to health issues.

D) Identify the public support for this program or project.

The support for our program can be measured in the number of dedicated volunteers that show up each day, even in the rain and snow, to deliver meals. We are fortunate to receive grants from local agencies as well.

E) Is your Organization or will this program or project be involved in the sharing of facilities, programs, and or staff with other related organizations including other government organizations?

We do collaborate with other organizations to help our seniors continue their independence and well-being. We partner with Aging Services of North Dakota, Minot Housing Authority, Minot Senior Coalition, Minot Area Homeless Coalition, NDSU Extension Services, Minot Public Library, Souris Basin Transit, Community Action, SNAP, Great Plains Food Bank, Souris Valley United Way and First District Health Unit.

F) Would assistance in the area of providing facilities or services in lieu of financial support be effective to achieve the goals of your program or project?

Financial support would be appreciated to continue our programs, our facility provides all the amenities needed to carry out our services.

G) Of the following City Council Values & Aspirations, which of these does your organization feel they address with partnerships with the City of Minot.

The following statements reflects the Council Aspirations.

Dynamic and Flourishing

Minot is a thriving and vibrant community, built on a spirit of sharing strengths, the City is committed to being adaptable and ready for strategic growth, and making successful investments in targeted partnerships

Resilient and Prepared

Minot is ready to meet the challenges and opportunities of the future.

Safe and Welcoming

Minot is a caring community where people feel safe and engaged, with opportunities to celebrate our histories and diverse identities.

Excellent and Connected

Minot is an innovative, professional, fiscally responsible City government that works collaboratively with residents and partners to provide community leadership and deliver high quality services.

We feel that our program addresses a little bit of each statement. Dynamic and Flourishing: Volunteerism is a shared strength here in Minot and the root of our success. Resilient and Prepared: Our program has adapted to whatever changes come our way (flood, COVID). Safe and Welcoming: Our volunteers bring a welcomed sense of security to our seniors and their families. Excellent and Connected: Our program works with the senior residents of the city, bringing them nutritious meals and providing services to help keep them in their homes and communities.

SECTION IV

Value Challenges

- A) If the City of Minot becomes a participant in your program or project, how should we measure its success?

We can provide data to show the number of seniors we have provided meals to, along with the number of meals served, health/foot care clinics provided, and the number of seniors that participate in activities.

- B) Does your organization work with other programs or organizations working towards the same objectives? (If so, please identify the programs or organizations)

Minot has several organizations that help seniors. We work with Souris Basin Transportation, Community Action, Minot Housing Authority, First District Health Unit and other agencies in the community and state.

- C) How will you incorporate the use of government, the private sector, and volunteerism to meet the objectives of your program or project?

We work with all levels of government to make sure we are matching funds and resources. We work with the private sector through grants, volunteering and partnerships. We are able to blend the use of the private and public sector and maintain and grow our services to the seniors in Minot.

- D) Identify organizations in the community that support your application for funding-also identify if each of the organizations listed does or does not provide or work towards the same objective.

Souris Basin Transportation, Souris Valley United Way, Kalix, Independence Inc., Community Action, AARP, Aging Services of North Dakota; all of these organizations work toward the same goal to help the seniors in Minot maintain their independence and ability to remain in their homes and communities.

SECTION V

Applicant Signature

Roger A. Reich

Print name

Roger A. Reich

Signature

Executive Director

Title

05/22/2024

Date

701-852-0561

Phone number of organizations submitting this application.

Return this application and attachments to: On or Before June 3, 2024

City Manager's Office or Finance

Attn: Clerk- Mikayla McWilliams or Comptroller Jenna Zelinski

P.O. Box 5006

Minot, North Dakota 58702



APPLICATION FOR FUNDING
(For calendar year 2025)

SECTION I **Applicant Information**

Applicant Organization: Souris Basin Planning Council

Address: PO Box 2024

City: Minot **State:** ND **Zip:** 58702-2024

Contact Person: Briselda Hernandez

Daytime Phone: 701.255.1982 **Fax:**

E-Mail Address: briselda@sourisbasin.org

Web Address: www.sourisbasin.org

SECTION II **Summary of Project Description**

A) Grant Request Amount: \$ 20,000

Note: This is only a requested amount. The amount is not guaranteed. As you know, the city budget has been tight. The amount requested could be reduced after it is submitted and reviewed. All organizations who are granted dollars will be required to sign an agreement and submit a written narrative report with respect to the expenditure of the grant funds, which shall address the topics of (a) the purposes and goals of the grant as originally conceived, and (b) the attainment or failure to attain the same, based upon the actual experience of the Grantee.

- B) For what specific purpose would this grant be used?
Formed under the ND Century Code, Chapter 54-40.1, Souris Basin Planning Council (SBPC) has is responsible for developing plans and allocating resources within ND Region 2 consisting of Bottineau, Burke, McHenry, Mountrail, Pierce, Renville, and Ward counties and the Three Affiliated Tribes (MHA Nation). We offer financing resources to new and expanding businesses located in the region. Additionally, SBPC provides grantsmanship, project management, and technical assistance services to local units of government and nonprofit organizations. SBPC is requesting funding for 2025 to assist with local funding needed to continue offering these services at low or no cost. Specifically, these funds will be used to cover personnel, operating and training expenses.
- C) Attach a financial report that shows the income by source, expenditures by function, including salaries, for the current calendar year and a proposed budget showing the same for the calendar year in which the requested grant would be used. Special emphasis should be placed on the summary of estimated project expenses and other sources of funding for the project. (Mark this information as Exhibit 2A)
- D) Identify how volunteerism will play a role in the specific purpose for which the grant would be used.

SBPC is an intermediary sponsor for the AmeriCorps VISTA and AmeriCorps North Dakota/State and National programs; the program promotes volunteer service throughout the region. SBPC also has volunteer committee members,

helping lead and making decisions to benefit the region; this includes our Loan Review Committee which is responsible for reviewing and approving loan requests.

- E) Attach a narrative describing the organizational goals and objectives.
(Identify the narrative as Exhibit 2B)

SECTION III **Public Benefit**

- A) To achieve the objectives, for which the grant will be used, will single or multi-year funding be required? If multi-year funding is required, please specify the number of years?

Multi-year funding is requested and ongoing. SBPC relies on its counties and cities in ND Region 2 to help support the operations of the organization on a continuing basis.

- B) What sector of the population will benefit by the city's contribution?

SBPC assists businesses, entrepreneurs, communities, and leaders in ND Region 2, regardless of race, gender, sexual preference, socio-economic status, etc. Our financing programs support entrepreneurs and businesses. Through our AmeriCorps program, we place AmeriCorps members at nonprofit organizations.

- C) What benefit will the program or project provide for the community and specifically the number of individuals in the community?

Our financing programs support business startups and expansions. Outcomes include the retention and creation of jobs and increased tax base. Our AmeriCorps program helps nonprofits, with limited resources, build capacity.

- D) Identify the public support for this program or project.

SBPC's Board of Directors and membership consists of city and county elected officials, and economic development organizations including Rugby Job Development Authority and Bottineau EDC. The Board of Directors voted in support of this request in April 2024.

- E) Is your Organization or will this program or project be involved in the sharing of facilities, programs, and or staff with other related organizations including other government organizations?

SBPC shares office facilities with Central Regional Education Association, a 501c3 nonprofit, however this funding will not benefit these organizations.

- F) Would assistance in the area of providing facilities or services in lieu of financial support be effective to achieve the goals of your program or project?

Not currently.

- G) Of the following City Council Values & Aspirations, which of these does your organization feel they address with partnerships with the City of Minot.

The following statements reflects the Council Aspirations.

Dynamic and Flourishing

Minot is a thriving and vibrant community, built on a spirit of sharing strengths, the City is committed to being adaptable and ready for strategic growth, and making successful investments in targeted partnerships

Resilient and Prepared

Minot is ready to meet the challenges and opportunities of the future.

Safe and Welcoming

Minot is a caring community where people feel safe and engaged, with opportunities to celebrate our histories and diverse identities.

Excellent and Connected

Minot is an innovative, professional, fiscally responsible City government that works collaboratively with residents and partners to provide community leadership and deliver high quality services.

SECTION IV

Value Challenges

- A) If the City of Minot becomes a participant in your program or project, how should we measure its success?

The City of Minot serves on the Executive Board of Directors, assisting with all decision-making. SBPC will provide an annual impact report showing jobs created and retained, private funds leveraged, federal and state grant funds leveraged, and goals achieved. Additionally, SBPC provides goal updates through its website (<https://www.sourisbasin.org/documents>).

- B) Does your organization work with other programs or organizations working towards the same objectives? (If so, please identify the programs or organizations)

SBPC partners with a variety of local, state, and federal partners to bring economic progress to the region, however each partner brings a unique objective to any project or program that SBPC partners on. Partners include Bank of North Dakota, local lenders across the region, US Department of Commerce, Economic Development Administration (EDA), MACEDC, local Job Development Authorities (JDAs), and North Dakota Department of Commerce.

- C) How will you incorporate the use of government, the private sector, and volunteerism to meet the objectives of your program or project?

SBPC's membership is made up of government elected officials at the city, county, and state level, along with city and county employees, entrepreneurs, nonprofit leaders, economic development leaders, tribal employees, and local volunteers. This diverse membership allows SBPC to seek guidance and input from an array of partners and local decision-makers.

- D) Identify organizations in the community that support your application for funding-also identify if each of the organizations listed does or does not provide or work towards the same objective.

Minot Area Chamber EDC (aligning objectives, but not the same)

Regional organizations include:

Rugby Job Development Authority (aligning objectives)

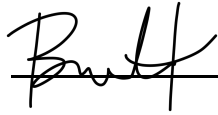
Mountrail County Job Development Authority (aligning objectives)

SECTION V

Applicant Signature

Briselda Hernandez

Print name



Signature

Executive Director

Title

5/31/2024

Date

701.255.1982

Phone number of people submitting this application.

Return this application and attachments to: On or Before June 3, 2024

City Manager's Office

Attn: Clerk- Mikayla McWilliams or Comptroller Jenna Zelinsky

P.O. Box 5006

Minot, North Dakota 58702



APPLICATION FOR FUNDING
(For calendar year 2025)

SECTION I Applicant Information

Applicant Organization: First District Health Unit (FDHU)

Address: PO Box 1268 801 11th Ave SW

City: Minot State: ND Zip: 58702

Contact Person: Holly Brekhus

Daytime Phone: 701-837-5105 Fax: 701-852-5043

E-Mail Address: hibrekhus@nd.gov

Web Address: www.fdhhu.org

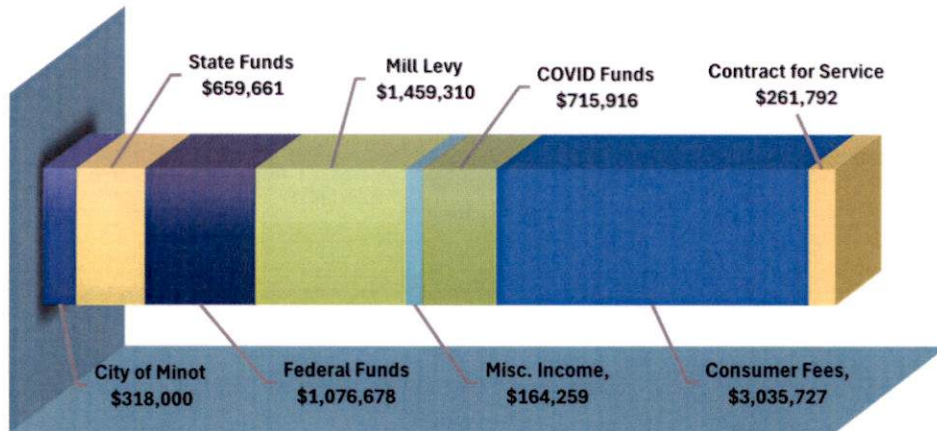
SECTION II Summary of Project Description

A) Grant Request Amount: \$ 318,000

Note: This is only a requested amount. The amount is not guaranteed. As you know, the city budget has been tight. The amount requested could be reduced after it is submitted and reviewed. All organizations who are granted dollars will be required to sign an agreement and submit a written narrative report with respect to the expenditure of the grant funds, which shall address the topics of (a) the purposes and goals of the grant as originally conceived, and (b) the attainment or failure to attain the same, based upon the actual experience of the Grantee.

- B) For what specific purpose would this grant be used? ***To provide comprehensive public health protection and services to the City of Minot.***
- C) Attach a financial report that shows the income by source, expenditures by function, including salaries, for the current calendar year and a proposed budget showing the same for the calendar year in which the requested grant would be used. Special emphasis should be placed on the summary of estimated project expenses and other sources of funding for the project. (Mark this information as Exhibit 2A) ***I have attached our 2023 financial statement. I don't have the estimated mills from all the counties yet to complete the 2025 proposed budget. I also haven't received all grant estimates from the State. I would anticipate similar funding to last year with the exception of any additional funding for Covid 19. We will continue to provide services to the City of Minot as identified in the 2024 contract. Our primary revenue sources will be consumer fees, county and city contributions, state aid, and federal grants.***

First District Health Unit 2023 Revenue Breakdown



- D) Identify how volunteerism will play a role in the specific purpose for which the grant would be used. ***Volunteers are utilized during vaccination clinics, school vision screenings, administrative support, health promotion activities, and throughout the public health response to emergencies.***
- E) Attach a narrative describing the organizational goals and objectives.
(Identify the narrative as Exhibit 2B)

SECTION III

Public Benefit

- A) To achieve the objectives for which the grant will be used, will single or multi-year funding be required? If multi-year funding is required, please specify the number of years? ***Multi-year. This will be an annual request because of the need for ongoing services.***

- B) What sector of the population will benefit by the city's contribution? *The entire population within the City of Minot benefits from this contribution. Public health provides the following core functions as defined in NDCC 23-35-02:***
- a. Communicable disease control, which must include:***
 - (1) Conducting of disease surveillance for the purpose of preventing and controlling communicable disease.***
 - (2) Assurance of the availability of community-based programs to provide communicable disease prevention and control services.***
 - (3) Recognition, identification, and response to a communicable disease event.***
 - b. Chronic disease and injury prevention, which must include conducting programs to reduce the burden of chronic disease and injury through policy, system, and environmental change approach; prevention screening; and education.***
 - c. Environmental public health, which must include:***
 - (1) Prevention of environmental hazards by the provision of information and education to facility operators and managers and to community members.***
 - (2) Assurance of the availability of environmental health services to prevent and respond to community and residential environmental hazards.***
 - d. Maternal, child, and family health, which must include:***
 - (1) Assessment and monitoring of maternal and child health status to identify and address problems.***
 - (2) Implementation of programs to promote the health of women, children, and youth, and their families, through policy, system, and environmental change approaches; prevention screenings; and education.***
 - e. Access to clinical care, which must include:***
 - (1) Collaboration with health care system partners to foster access to clinical care.***
 - (2) Facilitation of linkages and referrals for appropriate clinical care, services, and resources.***
- C) What benefit will the program or project provide for the community and specifically the number of individuals in the community?**
Protect the public from health problems and health hazards-FDHU staff partner with city staff to work on environmental and safety issues. Most

recently, the Problem Property Unit (PPU) has been working on cleaning up properties. **Provide people with information they need to make healthy choices**-FDHU is a reputable source of information on nutrition, disease prevention, physical activity, substance abuse prevention, etc. **Engage the community to identify and solve health problems**-FDHU serves as a resource for accessing health services and health care provider referrals. Recently FDHU launched CredibleMind, an online mental health platform, to promote better mental health and provide credible resources for community members searching for information on mental health. FDHU participates in a Ward County Opioid Taskforce to address the problems associated with Substance Misuse Disorders and how to best utilize opioid settlement funds. **Develop public health policies and plans**-FDHU works with community partners on emergency response plans and exercises, we set food and lodging standards, and advocate for other public safety policies. **Enforce public health laws and regulations**-FDHU Environmental health staff conduct inspections to ensure food safety regulations are being followed to ensure a safe experience for patrons in food and lodging establishments.

- D) Identify the public support for this program or project. **The ND Century Code requires that all land in North Dakota be serviced by a public health agency. In 2023 FDHU had approximately 39,157 client visits and regulatory contacts in Ward County. About 85% of those visits and contacts were in the City of Minot. Those numbers are attached (Exhibit 2C)**
- E) Is your Organization or will this program or project be involved in the sharing of facilities, programs, and or staff with other related organizations including other government organizations? **Yes. Safe Kids Minot, UND Center for Family Medicine, Safe Communities, MARCO, Minot Public Schools, and many more.**
- F) Would assistance in the area of providing facilities or services in lieu of financial support be effective to achieve the goals of your program or project?
No
- G) Of the following City Council Values & Aspirations, which of these does your organization feel they address with partnerships with the City of Minot. **Public health plays a role in addressing all the Council Aspirations.**

The following statements reflect the Council Aspirations.

Dynamic and Flourishing

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Resilient and Prepared

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SECTION IV

Value Challenges

- A) If the City of Minot becomes a participant in your program or project, how should we measure its success?

County Health Rankings and Roadmaps is a source that measures health outcomes as well as health factors. In 2023, Ward County was ranked 5th in North Dakota in health outcomes. That is up from 6th in 2022. The City of Minot should expect continued improvement in health factors and health outcomes of its residence.

- B) Does your organization work with other programs or organizations working towards the same objectives? (If so, please identify the programs or organizations) ***FDHU works with all private healthcare providers, behavioral and mental health providers, emergency responders, NDSU***

Extension, public and private schools, Dakota Hope Clinic, Domestic Violence Crisis Center, MHA-Four Bears Section, Ward County Jail, Minot State University, MARCO, and many others.

- C) How will you incorporate the use of government, the private sector, and volunteerism to meet the objectives of your program or project? *FDHU has several contracts with federal and state government programs to achieve the organization's objectives. The private sector is represented on our governing board. FDHU also cooperates with the private sector on many health promotion events. Volunteers are utilized in each department in FDHU.***
- D) Identify organizations in the community that support your application for funding-also identify if each of the organizations listed does or does not provide or work towards the same objective. *The organizations identified in question B share the goal of healthy people living in healthy communities.***

SECTION V

Applicant Signature

Holly Brekhuis

Print name

Holly Brekhuis

Signature

Executive Director

Title

5/30/2024

Date

201-721-9110

Phone number of people submitting this application.

Return this application and attachments to:

**City Manager's Office
Attn: Anna Schraeder
P.O. Box 5006
Minot, North Dakota 58702**