



Regular City Council Meeting

Monday, June 17, 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
5. PLANNING COMMISSION
 - 5.1. JUNE 2024 PLANNING COMMISSION MEETING MINUTES
6. CONSENT ITEMS
 - 6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the June 3, 2024 Regular City Council meeting.

- 6.2. ORDINANCES

RECOMMENDED ACTION

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

1. Ordinance No 5973 - 2024 BA - Early Warning Sirens- FEMA Grant
2. Ordinance No 5974 - Organizational Meeting
3. Ordinance No 5975 - 2024 BA - Edward Byrne JAG Grant (2022)
4. Ordinance No 5976 - 2024 BA - CDMPO 2024 Budget

- 6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Six Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 2. Four Special Event Permits for Sports on Tap (220 S Broadway).**
- 3. Special Event Permit for Starving Rooster (30 1st St NE).**
- 4. Six Special Event Permits for the Pointe of View Winery (8413 19th Ave NW).**
- 5. Special Event Permit for Saul's (105 1st St SE Basement).**
- 6. Special Event Permit for On the Rocks (614 3rd St NE).**
- 7. Special Event Permit for the Lamplighter Lounge (200 16th St SW).**
- 8. Youthworks to conduct a raffle on June 6, 2024 at Corbett Field (1124 E Burdick Expy).**
- 9. Trinity Health Foundation to conduct a raffle on August 12, 2024 at Souris Valley Golf Course (2400 14th Ave SW).**
- 10. Magic City Equality to conduct a raffle on June 9, 2024 at Arny's 2.0 Lounge and Bottle Shop (12 3rd St SE).**
- 11. Trinity Health Foundation to conduct a raffle on September 7, 2024 at Dakota Square Arco (1520 21st Ave SE).**
- 12. Zion Lutheran Church Youth to conduct a raffle on June 11, 2024 at Corbett Field (1124 E Burdick Expy).**
- 13. Minot Area Council of the Arts to conduct a raffle on every Tuesday in June and August at Arts in the City Downtwon Outdoor Event (Main St. between Central Ave and 2nd Ave).**
- 14. Granville FFA to conduct a raffle on June 14, 2024 at Corbett Field (1124 E Burdick Expy).**
- 15. Minot Y's Men Club to conduct a sports pool September 9, 2024- December 31, 2024 at Minot Family YMCA (3515 16th St SW).**
- 16. Souris Valley Ducks Unlimited to conduct a raffle on June 13, 2024 at Corbett Field (1124 E Burdick Expy).**

6.4. GAMING SITE AUTHORIZATION RENEWALS

RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization 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 Junior Golf Association - Trappers Lounge (2401 Elk Drive)**
- Loyal Order of Moose Minot Lodge 822 - Moose Lodge (400 9th St SW)**

- 6.5. MINOR SUBDIVISION PLAT TO BE KNOWN AS MEADOWBROOK ESTATES 9TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

RECOMMENDED ACTION

It is recommended City Council approve the proposed minor subdivision plat as provided in Attachment A.

- 6.6. MINOR SUBDIVISION PLAT TO BE KNOWN AS MURPHY ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

RECOMMENDED ACTION

It is recommended City Council approve the proposed minor subdivision plat as provided in Attachment A.

- 6.7. LEASE RENEWAL HANGAR S1, SOUTHSIDE LOT 1

RECOMMENDED ACTION

It is recommended City Council approve the option of lease terms for hangar S1 owned by Scott Rustad; and authorize the Mayor to sign the contracts.

- 6.8. ACCEPTANCE OF WELLNESS CANINE DONATION FROM BLUEGRASS BERNADOODLES

RECOMMENDED ACTION

It is recommended City Council accept the donation of the wellness comfort canine from Bluegrass Bernadoodles.

- 6.9. TELEWORK POLICY

RECOMMENDED ACTION

It is recommended City Council approve the Telework Policy.

- 6.10. DEAD LOOP REHAB STUDY

RECOMMENDED ACTION

- 1. It is recommended City Council approve the project and authorize the Mayor to sign contract documents; and**
- 2. Approve a budget amendment in the amount of \$24,160.00.**

- 6.11. PROFESSIONAL ENGINEERING AGREEMENT WITH NDDOT FOR 16TH STREET INTERCHANGE REHABILITATION STRUCTURE PAINTING (4753.1)

RECOMMENDED ACTION

It is recommended City Council approve the professional engineering agreement with the NDDOT and authorize the Mayor to sign the agreement.

6.12. 16TH STREET INTERCHANGE REHABILITATION ENGINEERING AGREEMENT WORK ORDER 2 (4753)

RECOMMENDED ACTION

- 1. It is recommended City Council approve Amendment 1 to Work Order 1;**
- 2. Approve Work Order 2; and**
- 3. Authorize the Mayor to sign Amendment 1 and Work Order 2**

6.13. BIDDING OF FIRE ALARM CONTROL PANEL SYSTEM AND INSTALLATION FOR AIRPORT

RECOMMENDED ACTION

- 1. It is recommended City Council authorize City staff to advertise and solicit bids for the fire alarm control panel system and installation; and**
- 2. Authorize the Mayor to execute a contract.**

6.14. BID FOR PICKUPS (4863)

RECOMMENDED ACTION

It is recommended City Council approve the bid from Westlie Motor Company in the amount of \$44,073.00.

6.15. APPOINTMENT OF SPECIAL ASSISTANT CITY ATTORNEY, SEYMOUR JORDAN

RECOMMENDED ACTION

- 1. It is recommended City Council approve the appointment of Seymour Jordan, Divide County States Attorney, to act as Special Assistant City Attorney in Minot Municipal Court Case Nos. MI-2024-CR-00141, MI-2024-CR-00142/Ward County District Court Case Nos. 51-2024-CR-00795, 51-2024-CR-00796; and**
- 2. Authorize the City Attorney and Mayor to sign any necessary paperwork to complete the appointment.**

6.16. MINOT PUBLIC LIBRARY - BUDGET AMENDMENT

RECOMMENDED ACTION

It is recommended City Council accept the donation from the Patrons of the Library group to enhance the Minot Public Library's Story Stroll and approve the budget amendment on first reading.

6.17. ACCOUNTS RECEIVABLE POLICY UPDATE

RECOMMENDED ACTION

It is recommended that the City Council approve the proposed Accounts Receivable policy for the City of Minot.

6.18. ORDINANCE CHANGE FOR SECTION 7-35 ANIMAL PERFORMANCE PERMITS

RECOMMENDED ACTION

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

6.19. BACK THE BLUE GRANT FUNDING HIRING BONUS

RECOMMENDED ACTION

- 1. It is recommended City Council approve a \$1,000 hiring bonus to applicants hired as sworn police officers by the Minot Police Department (payable in their first check), and a \$4,000 hiring bonus upon completion of their 8-week in-house training with funds from the "Back-the-Blue" grant; and**
- 2. Authorize the Police Chief to sign any necessary documentation.**

6.20. APPROVE BUDGET AMENDMENT FOR REMAINING MILESTONES OF NEW DISPATCH CENTER

RECOMMENDED ACTION

It is recommended the City Council approve the budget amendment for the remaining milestone payments for the new dispatch center and authorize payment to be made prior to the second reading.

7. ACTION ITEMS

7.1. PUBLIC HEARING: DEMOLITION OF DANGEROUS BUILDING LOCATED AT 511 7TH ST NE, MINOT, ND 58703

RECOMMENDED ACTION

1. It is recommended City Council find that the damaged residence located at 511 – 7th St NE, Minot, ND 58703 is a dangerous building as defined by City Ordinance [Sec. 9-2 \(11\)](#) and [9-11\(1\) - \(8\)](#); and
2. Direct City staff to collect three bids and select the best and most cost-effective bid.

7.2. FINAL SUBDIVISION PLAT TO BE KNOWN AS FOREST ACRES 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

RECOMMENDED ACTION

It is recommended City Council approve the proposed final subdivision plat as provided in Attachment A.

7.3. FINAL SUBDIVISION PLAT TO BE KNOWN AS NAPA VALLEY 20TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

RECOMMENDED ACTION

It is recommended City Council approve the proposed final subdivision plat as provided in Attachment A.

7.4. REGIONAL CARBON DIOXIDE STORAGE FACILITY

RECOMMENDED ACTION

It is recommended City Council support the project and authorize staff to assist in developing a joint powers agreement with other western ND water systems to seek funding and construction of a regional carbon dioxide storage facility.

7.5. NOK BACK TAVERN EXECUTIVE SESSION RECORDINGS AND RECORDS

RECOMMENDED ACTION

1. It is recommended City Council move to [release/not release] the March 18th and any other executive session recordings that concern the City's purchase of the Nok Back Tavern; and
2. Move to [release/not release] any records, to include documents, memos, and emails regarding the Nok Back Tavern purchase that were provided to the City Council prior to or during the March 18, April 15, May 6th, and any other executive sessions held to negotiate the Nok Back Tavern purchase.

7.6. DRIVEWAY APPEAL - 1109 HIAWATHA ST

RECOMMENDED ACTION

It is recommended City Council not grant the special permit.

7.7. APPROVE TIME EXTENSION FOR APPLICATION FI-9 (111 S. MAIN)

RECOMMENDED ACTION

It is recommended City Council approve an amendment to the facade improvement program loan agreement between the City and the Irene Pitner Trust to afford the applicant until July 31, 2024 to complete their facade improvements.

- 8. PERSONAL APPEARANCES
- 9. MISCELLANEOUS AND DISCUSSION ITEMS
- 10. LIAISON REPORTS
- 11. ADJOURNMENT



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: June 17, 2024

City Manager:

First and foremost, with the recent Council election I wanted to express my appreciation for the service and leadership of Alderman Podrygula, Alderwoman Evans, and Alderman Burlingame during their time on the Council. Staff is doing everything it can to help the transition for the newly elected Council members as smooth as possible.

A reminder there is a Council Retreat scheduled with Julia Novak from Raftelis on July 9th and 10th. It will be a full day on the 9th and go until lunchtime on the 10th.

The City Manager's office and Finance office has been very busy with preparations of the FY 2025 Budget. Currently we are reviewing every department's budget line by line, discussing all positions, and asking for cost cutting measures.

Meetings attended included: Community Economic Development Partners monthly communication meeting; Water Topics Committee Tour, social, and meeting presentation; monthly communication meeting with Parks Director; volunteer service at Military Day at the Park; weekly communication meeting with the Mayor; attended the Guns and Hoses Softball game at the Hot Tots stadium; and tour of Trinity properties with the Council.

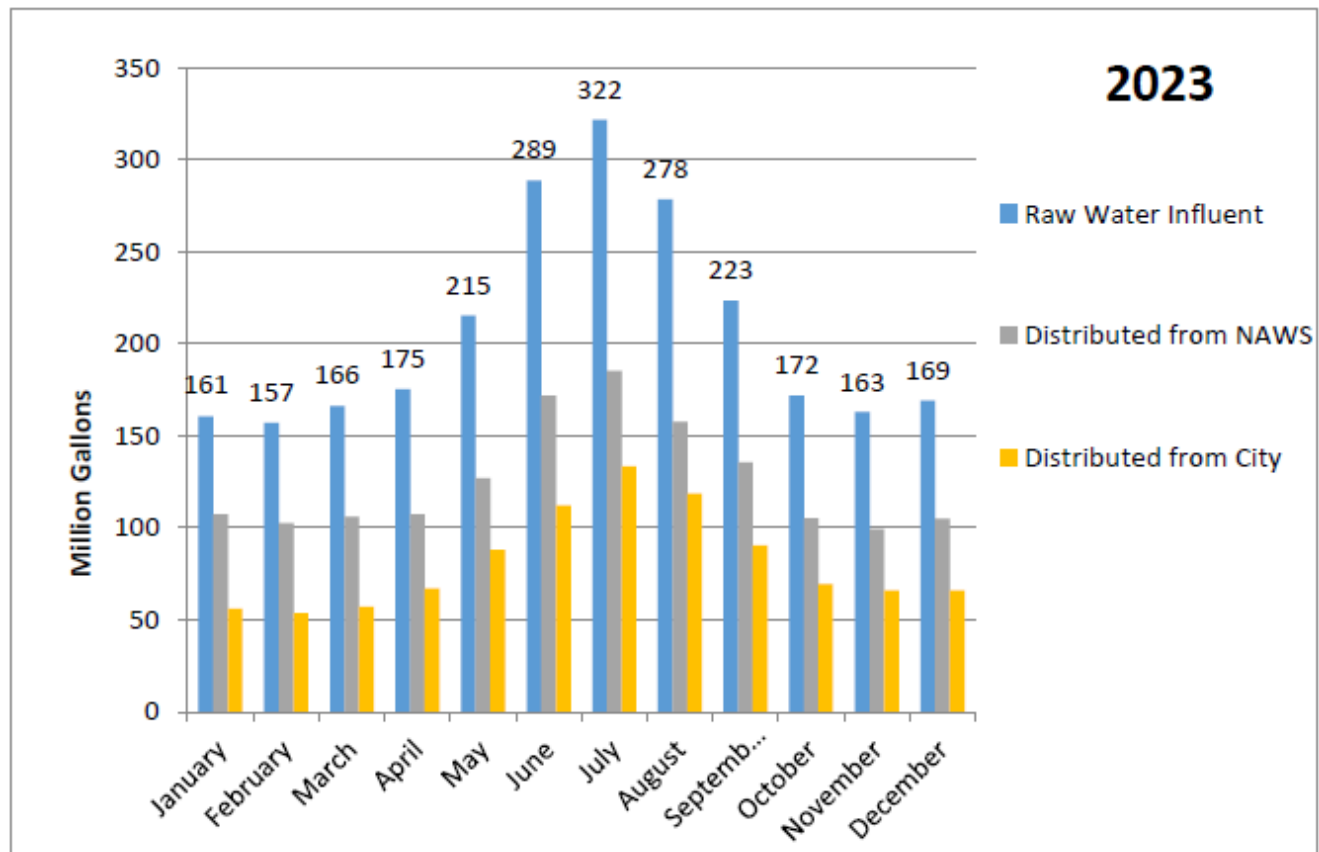
Public Works
Utilities Director, Jason Sorenson

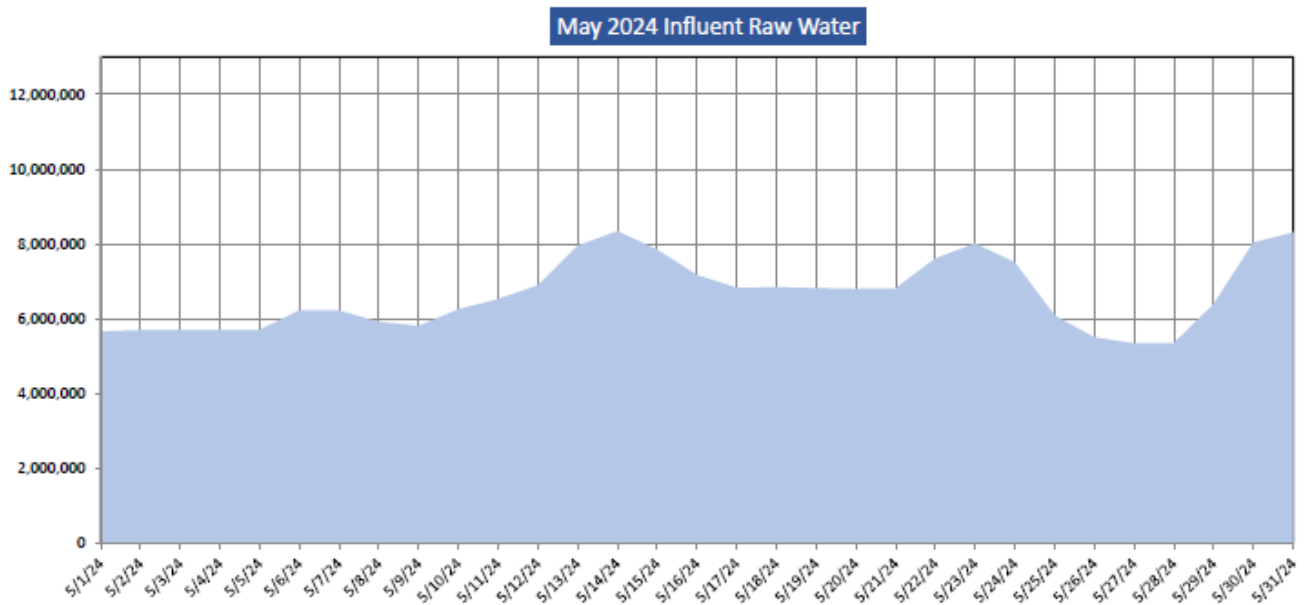
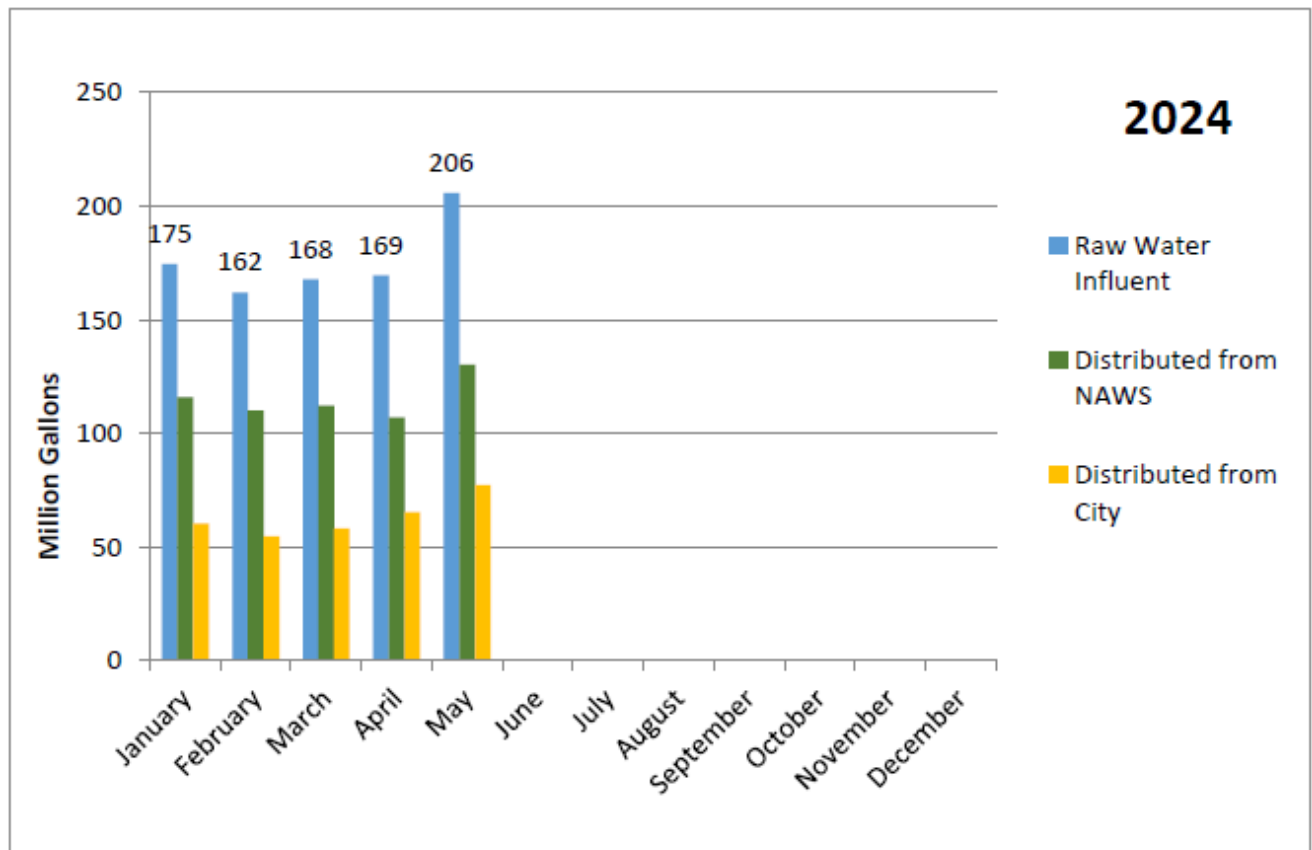
2024 construction season is in full swing. Multiple projects have kicked off including watermain replacement, sewer rehab, multiple storm sewer improvements, and ongoing flood control projects.

Discussion continues between City, DWR and DEQ on how Biota and Minot Water Plant will operate together and how compliance will be achieved and where.

The Utilities Director attended the weekly design and construction meeting for the various phases of flood control and NAWS that are under design and construction and provide input for the overall design and operation and long-term maintenance.

Water Treatment Department:





Monthly Water Report For May 2024

River Water Treated	0 gallons
Well Water Treated	205,721,000 gallons
Recycle Water	8,474,000 gallons
Facility Water	8,846,000 gallons
Total Water Treated	223,041,000 gallons
Pumped to City	77,369,000 gallons
Pumped to NAWS	130,264,000 gallons
Pumped Total	207,633,000 gallons

AMMONIUM SULFATE	6,425 pounds
CARBON DIOXIDE	102,947 pounds
CHLORINE	21,746 pounds
COAGULANT	12,793 gallons
FLOURIDE	9,623 gallons
LIME RECEIVED	852,481 pounds
PHOSPHATE	5,303 pounds

Waste Sludge	240 loads
	1818.00 tons

Bacteria Samples Taken 50 total

Finish Water Turbidity 0.076 NTU

WELL FIELD INFORMATION

WELL #	Hours Run	Gallons per Minute	Gallons Pumped
5	231.5	1150	15,974,000
6	0.0		0
8	0.0		0
11	744.0	310	13,838,000
12A&12B	0.0		0
13	0.0		0
14	285.1	930	15,909,000
15	0.0		0
16	574.1	290	9,989,000
A	11.5	645	445,000
B	730.2	590	25,849,000
C	0.0		0
D	482.4	1580	45,732,000
E	0.0		0
F	483.0	2290	66,364,000

194,100,000

Water & Sewer Department:

CITY OF MINOT 2024 Water & Sewer Monthly Report/Task vs. Objectives

TASK	OBJECTIVE	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	TOTALS
Meetings		14	21	23	23	24								105
Service Calls	6,750	597	694	658	844	608								3,401
Inspections	150					22								22
After hours Calls (Foremen)		30	7	17	12	14								80
Lab Tests	6,500	101	100	125	400	501								1,227
Meters														
Install New Meters	100	6	9	5	6	16								42
Meter Changes	100	28	16	36	14	13								107
Delinquent Water Accounts		206	99	173	189	94								761
MXU Installations	100	17	13	8	14	19								71
Locates: water/sewer/storm	4,000	111	74	107	900	501								1,693
Hydrants														
Hydrant Inspections	1,150	0	0	0	0	120								120
Flow Hydrants(for sewer lines)		50	78	87	88	76								379
Install Hydrants	15	0	0	0	0	0								0
Hydrant Repair	180	4	2	3	6	4								19
Hydrant Flow Testing		0	0	0	1	3								4
Hydrant Meter Set		0	0	0	17	7								24
Hydrants Painted		0	0	0	0	15								15
Water														
Curb Stop Maintenance	40	5	5	6	10	5								31
Curb Box (riser repair)	100	4	6	8	123	10								151
GV exercising/inspections	2,000	0	10	65	45	48								168
Gate Valve Maintenance	24	0	1	0	3	3								7
Gate Valve (riser repair)	50	0	1	6	8	7								22
Gate Valves ON/OFF		10	23	19	46	16								114
Repair Water Main Breaks	40	3	2	2	1	0								8
Service Taps		0	0	0	0	2								2
Service Leaks		1	0	3	3	1								8
Hydrastopping	1	0	0	0	0	0								0
Haul Clay/dirt/gravel/snow	Days	0	0	6	5	2								13
PRV Maintenance	5	0	0	0	0	0								0
Install Insta-Valve	1	0	0	0	0	0								0
Sewer														
Televising (feet)	60,500	200	100	150	1,668	300								2,418
Clean Sanitary Sewer (feet)	140,000	4,367	4,990	4,457	5,959	5,856								25,629
Check/Flush Manholes	5,000	236	424	557	582	705								2,504
Inspect Sewer Lift Stations	2,080	612	609	617	615	620								3,073
Sewer Calls		5	2	0	2	5								14
Manhole Repair	50	3	1	0	1	1								6
Repair Sewers (feet)	30	0	0	0	0	0								0
Mowing/Snow Removal Hours	6,000	8	10	8	0	87								113

Landfill/Sanitation/Recycling:

There was a group of approximately forty Minot Public School CLC students that came to visit us at the landfill, and learn all about solid waste and recycling. They toured the recycling transfer facility along with a tour of the landfill. They even received a warm welcome from one of the dozers that was in operation demolishing a couple of trailer houses, this will bring out the kid in all of us. They were also greeted by a couple of our automated collection trucks that we use on the residential collection routes. They learned all about the trucks, and got a firsthand look of what it takes to operate them.



There was a total of 143.57 tons of white goods hauled in for recycling by landfill personnel.

During the month of May, the landfill accepted the following quantities of waste:

Single Stream Recycling – 103.38 Tons

MSW – 8,494.49 Tons

Inert – 1,627.09 Tons

Lime – 1,884.90 Tons

Trees – 299.98 Tons

Trees Given Away for Firewood – 13.11 Tons

Total number of landfill tickets generated – 6,163 Tickets

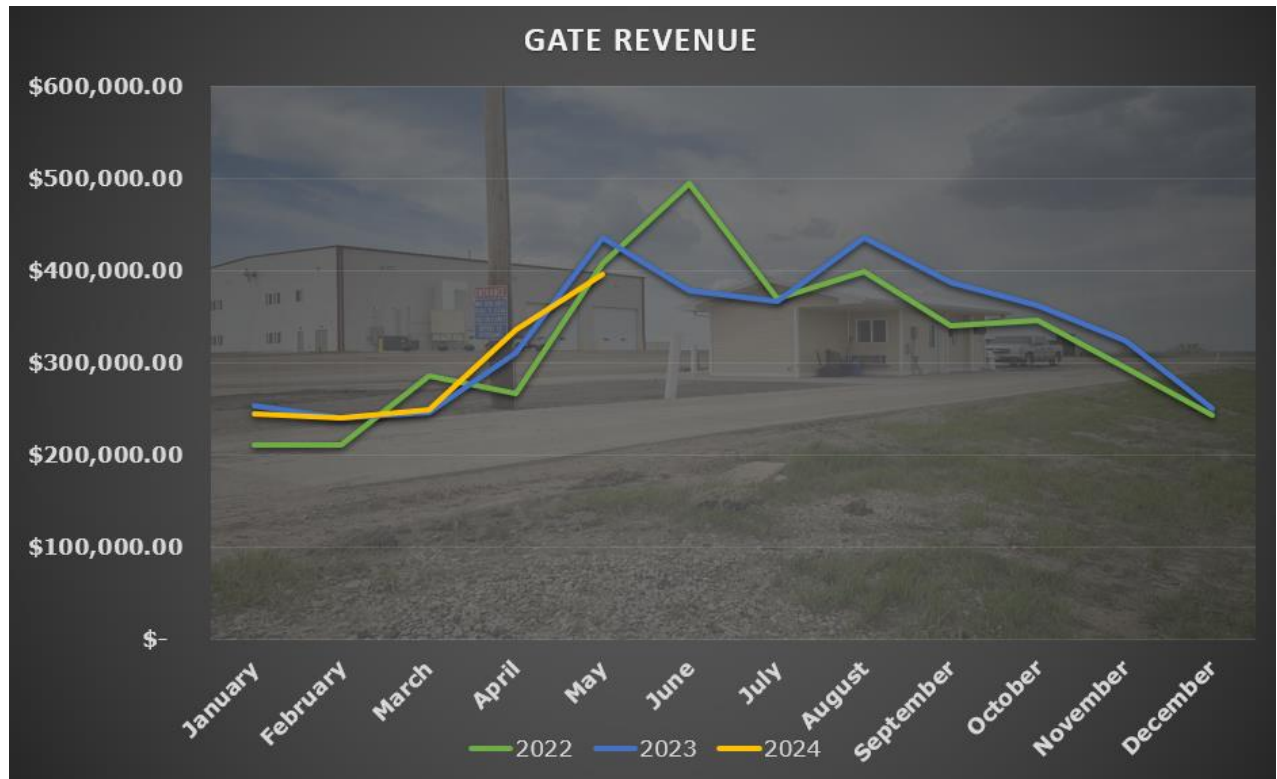
May gate collections were \$396,192.37 compared to \$435,072.33 in 2023.

Year to date gate collections at the landfill is \$1,466,500.86 compared to \$1,486,684.46 from last year at this time.

There was a total of 122 roll-off tanks hauled from the ten compost sites.

Total carts audited: 1424 out of 2976

Total carts tagged for contamination: 28



**Public Works
Operations Director, Bryan Banfill**

2024 spring and summer preparation is in full swing. Selection of a new Fleet Management Services Superintendent and promotion of one of the CT Shop Mechanics to the CT Shop Foreman position was made. Additionally, two new light equipment operators were hired to assist with the Street Maintenance department.

ROSEHILL CEMETERY:

May 2024				
Position Information	Open Positions	Total Positions		
Full-time	0	4		
Seasonal	1	4		
New Certifications	n/a			
	In Use/Reserved	Available		
Plot Information	27,033	1,170	*undeveloped sections will add approx 15,283 lots	
Columbaria Information	108	36		
	Traditional	Cremation	Columbaria	
Interments	11	14	2	
Disinterments	0	0	0	
	Work Orders	Vase	Grounds	Mounuments
New	7	4	4	
Closed	3	0	0	
Total Open	19	6	21	
Marker Installation	Flat	Monument	Veteran	Vase
	31	10	1	17
	Financials	Revenue	Operating Costs	
		\$29,435	\$31,560	
	Current Projects	Status	Expenditures	Final Projection
Bell Tower Maintenance	Tentative for Fall	\$0	\$8,150	

PROPERTY MAINTENANCE DEPARTMENT:

May

Position Information
Full-time

Open Positions
1

Total Positions
10

Current Positions

SR Building & Grounds Worker
Building & Grounds Worker

3
4

OVERSIGHT/RESPONSIBILITIES

NUMBERS OF BUILDINGS MANAGED	56
WEEKLY BUILDING AND EQUIPMENT CHECK	9 *Facilities
CUSTODIAL BUILDINGS	4 *Facilities

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

May

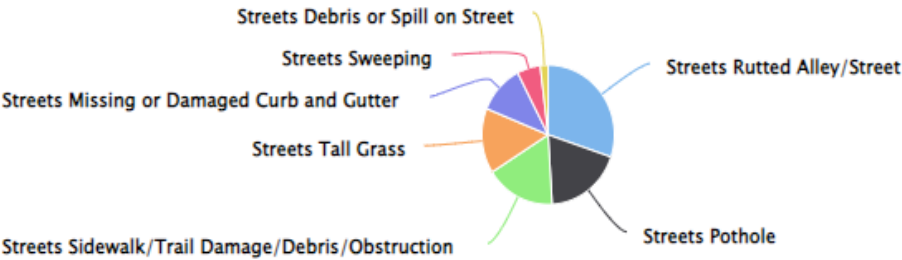
Position Information	Open Positions	Total Positions
<i>Full-time</i>	4 (LEO)	50 *Includes 10 New Summer Hires
<i>Heavy Equipment Operator (HEO)</i>	19	
<i>Medium Equipment Operator (MEO)</i>	2	
<i>Light Equipment Operator (LEO)</i>	10	
<i>Seasonal</i>	10	

New Certifications	2 CDLs
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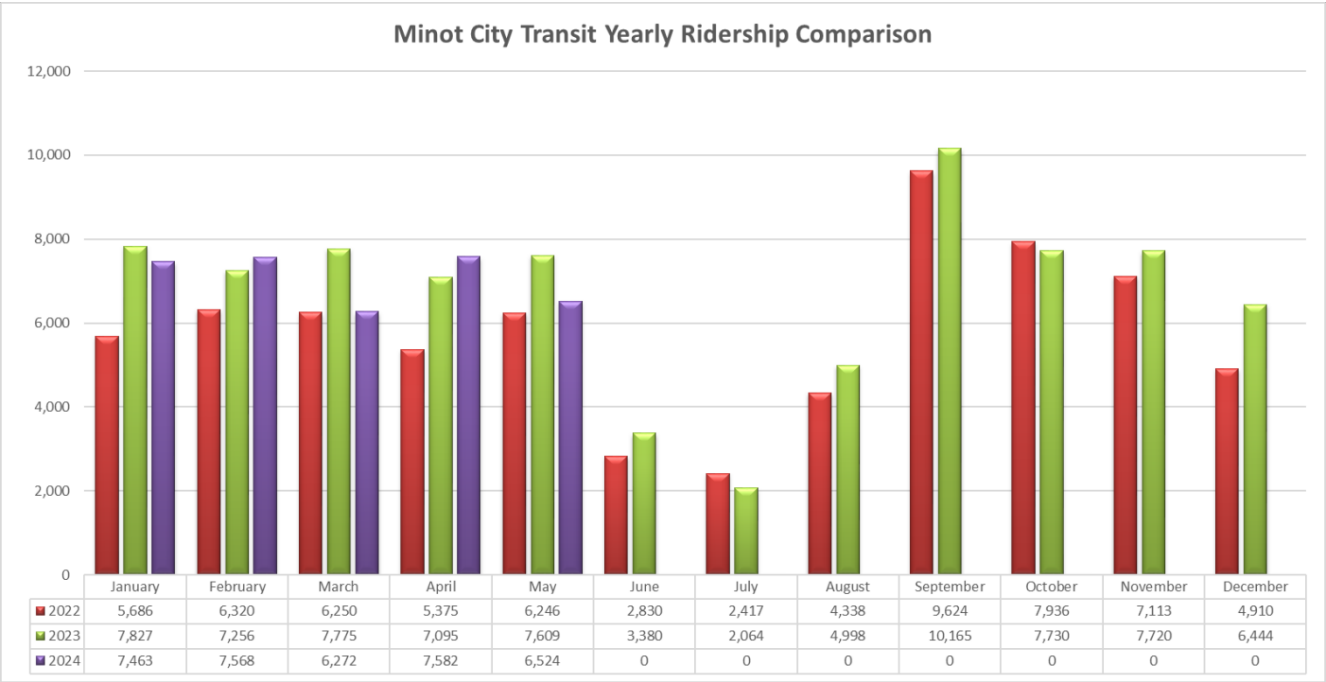
OPEN/COMPLETED WORKORDERS

PATCH WORK (OPEN)	26
SERVICE REQUESTS (OPEN)	53
COMPLETED WORKORDERS	54

CURRENT OPEN WORKORDER BREAKDOWN



FLEET & TRANSIT DEPARTMENTS:



Open Positions and New Hires:

All positions are currently filled, one new bus driver is in training to acquire a CDL and is scheduled to test in July

Current Projects:

Transit Transfer Center Budget: \$700,000.00 Expended: \$52,174.17

***Construction is progressing well with an estimated substantial completion date of 08/16/2024

Transit ITS Software Budget: \$500,000 Expended: \$0 Contract Cost: \$492,145

***Contracts have been signed with Tripspark and the project kick off is expected to be late June 2024. Expected go live date is September 2024.

Transit Bus Budget: \$650,000 Expended: \$0

***Coordinating with NDDOT to piggyback off of the Washington State bid for this purchase. This will save approximately six months of time on the procurement and potentially save costs by purchasing from a large contract versus a doing a single bus RFQ.

Operations Statistics:

Monthly Fuel Cost: \$17,246.95

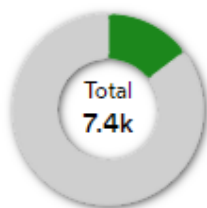
Monthly Maintenance Cost: \$19,530.11

Human Resources HR Director, Lisa Jundt

Self Service Utilization Analysis from ADP Year to Date

Utilization Overview

This graphic compares the percent of changes made by your employees through self service with the percent of changes made by your HR practitioners.



Self Service Changes

● **15%** (1,095)

Practitioner Changes

● **85%** (6,352)

Estimated Current Savings

Based on the number of self-service changes made by your employees and the industry standard cost for HR practitioners to make those same changes, we estimate that you've already saved this amount during this time period.

$$\begin{array}{rclclcl} \text{Self Service Changes} & & \text{Average HR Task Cost} & & \text{Estimated Savings} \\ 1,095 & \times & \$4.51 & = & \$4,938.45 \end{array}$$

Opportunities to Save More

Every change your employees make through self service helps your HR practitioners save time and your organization save money.

Estimated Savings
\$4,938.45

Estimated Opportunity ?
\$28,647.52

Top Saving Areas

[Emergency Contacts >](#)

[Employment Info >](#)

[Tax Withholdings >](#)

Top Opportunity Areas

[Employment Info >](#)

[Employee Pay Rate >](#)

[Personal Info >](#)

Staff Training - Mandatory training for Recognizing Sexual Harassment and Hostile Workplace has been conducted June 5th in the City Council Chambers for all employees. This training was conducted by the City's EAP provider Supportline.

Salary/Benefit - The Annual Pay Plan will be presented to the Civil Service Commission on June 12th at 10:00 am with the Public meeting scheduled for June 19th at 10:00 am. Both meetings will take place in the City Council Chambers.

Recruitment/Current Openings HR Staff continue their efforts to recruit for the following positions: Building and Grounds Worker, Economic Development Administrator, Administrative Clerk, Light Equipment Operator, Firefighter, Project Civil Engineer, 911-Dispatcher, Police Officer, Engineer Intern, and Library Assistant.

City Assessor, Ryan Kamrowski

The following represents the City of Minot's real estate market based on a monthly and year to date basis. The numbers listed below are based on Normal Arm's Length Transactions as determined by extensive review by the City of Minot Assessor's office.

	May			Year to Date 2024		
	Sales	Median	Average	Sales	Median	Average
Residential	50	\$ 245,000	\$ 249,118	266	\$ 234,500	\$ 247,283
Residential Vacant Land	4	\$ 65,000	\$ 78,750	37	\$ 35,000	\$ 43,187
Commercial	1	\$ 700,000	\$ 700,000	21	\$ 547,500	\$ 947,525
Commercial Vacant Land	0	\$ 0	\$ 0	0	\$ 0	\$ 0

**Community Development Department
Director, Brian Billingsley**

INSPECTIONS DIVISION:

May 2024 Permit Information (May 2023):

- Total Permits Issued: 250 (112)
- Single-Family Homes: 4 (5)
- Multi-Family Permits: 4 (11)
- New Residential Permit: \$1,316,269 (\$2,596,357)
- Residential Remodels: \$637,775 (\$277,500)
- New Commercial: \$2,679,947 (\$12,300,000)
- Commercial Remodels: \$4,286,429 (\$2,490,000)
- Valuations of all Permits: \$8,920,420 (\$17,663,857)

Notable Building Permits:

- Country Paws (Doggy) Daycare – 325 55th St. SE - \$986,586
- Nail Salon (The Tracks) – 2330 37th Ave. SW - \$394,040
- Bone BBQ – 437 N. Broadway - \$500,000
- Minot Park District – Giraffe Exhibit - \$2,000,000
- McDonald's – 2115 15th St. NW - \$1,500,000

PLANNING DIVISION:

Planning Commission:

The Planning Commission had a meeting on May 7th. All items but one were approved. Popeye's variance request was tabled to allow more time for the application redesign the site plan.

Development Review Team Meetings:

The Minot Development Review Team (DRT) held six (6) DRT meetings during the month of April:

- Public Works Salt and Sand Storage Building – 1025 31st St. SE
- A4 Motors Used Car Lot – 4615 N. Broadway
- Endeavor Sober Living – 1101 32nd Ave. SW
- Providence House – Office – 423 S. Main St.
- Juice Bar/M meal Prep – 1105 16th St. SW
- Holiday Station Store & Truck Stop – Hwy. 2/52 & 13th St. SE

Outdoor Dining Permits:

Up Your Axe – 21 E. Central Ave.

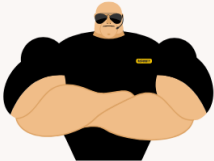
Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director attended the ICSC conference in Las Vegas. Director also spent a significant amount of time doing follow-up phone calls and email communications.
- Director and staff attended a training meeting on Civic Plus agenda program.
- Director participated in the online version of the APA National Planning Conference.
- Director attended one Renaissance Zone Review Board meeting.
- Director and staff attended a meeting with City Manager and City Clerk on the Civic Plus agenda program.
- Director gave a ND Community Services sponsored "Community Chats" presentation to several city and economic development officials on our downtown Minot place making efforts.

Minot Public Library
Director, Zhaina Moya

MINOT PUBLIC LIBRARY

Director's Report

	Building & Grounds A final walkthrough will be scheduled with Ackerman Estevold. Upon completion, Moya will submit a memo to City Council for final payment
	Personnel A new children's library assistant has been hired, and started training in early June MPL's teen librarian is conducting interviews for a new teen library assistant
	2025 Budget The library board approved a preliminary budget at their special meeting on May 31, 2024
	Meetings & Events Moya attended the following meeting throughout the month: 5/16- Library Board Regular Meeting 5/28 Department Head Meeting 5/29- 1 on 1 with Library Board President 5/30- Meeting the Friends of the Library Board President 5/31- Library Board Special Meeting 6/8- Attended Minot Park District Health and Wellness Event
	Security Issues 4/30- A patron who was banned on 4/25 entered the library. A staff member told him he was still banned and the patron left 5/9- The same patron entered the library again. Patron claims he was told by a manager named "Smith" that the ban had been lifted. Staff informed the patron we have no staff member by that name and the ban was still in effect.

HUD Resilience
Chris Plank, NDR Program Manager

Center for Technical Excellence (CTE): There will be a dedication of the completed project on Friday, July 19, 2024. Formal invitation will be sent our confirming time.

Broadway Circle: Construction continues on the project. Engineering has issued address numbers for the three buildings. BCI/OIG investigation continues. Binders with draw requests as well as images of payments have been turned over for review. Trusses and roofing have been completed on Building C. This allows inside work to proceed including installation of showers and the installation of the elevator in mid-July.

Acquisitions:

- Demolition of the structure at 309 1st St NE continues for flood protection.
- Auction was held for the garage at 1623 8th Ave SE. Preparations are being made to have the garage moved. The house will be demolished due to the presence of hazardous materials discovered during the environmental process.
- The structure located at 1701 E Burdick is in the process of being relocated to the City of Surrey ND. Surrey Council approved the relocation of the structure at the June 3, 2024 meeting. Owner has been encouraged to apply for the appropriate permits to ensure a timely move of the structure.

Affordability periods: This is a time frame in which housing projects that have received NDR or CDBG-DR funding must meet certain criteria. The subrecipient agreement outlines the time frame and the number of units in a particular project that must be made available to and rented to those individuals who are in the Low to Moderate Income (LMI) categories set forth by HUD. Monitoring and technical assistance is offered to the subrecipients and/or property managers. HUD released both the 2024 Income Limits along with FY 24 Fair Market Rent numbers. NDR Compliance Officer is working with the subrecipients to ensure the appropriate percentages are being achieved. He has been working with a management company who recently took over the BLU on Broadway housing facility. There have been no violations of the subrecipient agreements to date regarding these numbers.

Parkview Mobile Home Park:

- Counteroffer sent to Owners on 6/6/2024. Request a response by June 24, 2024
- Meeting held on May 29, 2024 at Roosevelt Park for residents
- Provided a brief overview of the Uniform Relocation Act (URA)
- General Informational Notices (GIN) were created for those who attended. This notice informs residents of potential benefits. Information such as income, any benefits received, payment for utilities are reviewed.
- The City has not set a date nor has it received confirmation from the Owners of the park on a time frame when residents need to vacate the property.

- Staff placed flyers on the doors of the residents who did not attend the meeting asking them to call the Disaster Recovery Office to begin the process.
- Residents expressed concern regarding the return of their deposits or being forced out without having a place to move to.
- Staff are meeting with local management companies to begin identifying comparable properties for those being displaced.

NDR staff is continuing to work the Resource Consultants in the preparation of the 5-year Consolidated Plan and the Article of Impediment (AI) for housing. In addition, staff has attended meeting regarding the progress of Broadway Circle, Acquisitions and HR training. NDR Grant Administrator has attended Department Head meeting along with City Council meetings. Staff continue to complete a 17-module pre-training requirement for Advanced Environmental Training to be held at the beginning of August, 2024.

**Police Department
Chief John Klug**

The police department is currently at 77% effective strength for sworn officers with 19 of the 85 sworn positions not fully effective or vacant. The current effective strength of sworn staff is due to the following:

- 1 – Extended Specialized Training
- 2 – Injury/Medical
- 2 – New Officers in Training
- 14 – Vacant Positions

Our next cycle of testing police officer applicants will be July 11th & 12th, 2024.

In Central Dispatch, we remain at 58% effective strength with 7 of the 17 positions not fully effective or vacant. We have selected two more dispatch candidates for employment, with the intent to start their employment at the beginning of June. The current effective strength is due to the following:

- 4 – New Dispatchers in Training
- 3 – Vacant Positions

Additionally, we have selected our new Assistant PSAP Manager, and he will start on July 1st, 2024.

Police Department – Calls for Service

Totals

- 2023 = 41,103
- 2022 = 39,181

Year to Date (through May 31st)

- 2024 = 15,419
- 2023 = 16,111
- 2022 = 15,850

MACEDC Board Meeting Attendance - 2024

Scheduled Meeting	JAN	FEB	MAR	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
	17	21	11	13	10	13	12	10	14	11	9	13	11

EXECUTIVE COMMITTEE

Cassidy Hjelmstad, Chair	X	X	A n n u	X	A								
Ryan Ackerman, Chair-Elect	X	X		X	X								
Missy Feist-Erickson, Treasurer	X	X		X	X								
Kevin Black, Past Chair	X	X		X	X								
Brekka Kramer, President CEO & Corp Secretary	X	X		X	X								

ADDITIONAL VOTING MEMBERS

Beth Feldner	X	X	Annual Meeting	X	A								
Peter Hankla	X	X		X	X								
Jonn Knecht	X	X		A	A								
John Kutch	A	X		X	X								
Jason Olson	X	X		X	X								
Mayor Tom Ross	X	X		X	X								
Dr. Steven Shirley	X	X		X	X								
Dr. Mark Vollmer	X	A		X	X								
Jason Zimmerman	X	X		X	X								

X = Present A = Not Present

**Minot Area Chamber EDC Board of Directors
Monday, May 13, 2024 @ 7:30 a.m. | Minot Area Chamber EDC
AGENDA**

Call to Order

1. Business Expansion & Retention (BR&E) Report Presentation
2. Board Minutes (All Directors)
 - a. Approve April 10 Regular Board Meeting Minutes
3. Treasurer's Report
 - a. Approve April Financials
4. Chairperson's Report
 - a. Nominating Committee
5. Strategic Plan Key Pillar Report
 - a. Economic Development
 - b. Community Development
 - c. Workforce Development
 - d. Member Investor
 - e. Military Support
6. President's Report
 - a. Programming Community Outreach Monthly Activity Report
 - b. Upcoming Events, Meetings, and Presentations
7. Other Business

Adjourn Meeting

Next Meeting: Wednesday, June 12, 7:30 a.m.

**Minot Area Chamber EDC
Regular Board Meeting Minutes
Wednesday, April 10, 2024
Minot Area Chamber EDC Office**

Call to order

Chair-Elect Ryan Ackerman called the meeting of the MACEDC Board of Directors to order at 7:30 a.m.

Attendance

PRESENT BOARD MEMBERS AND STAFF: Ryan Ackerman, Missy Feist-Erickson, Kevin Black (Teams), Peter Hankla, John Kutch, Jason Olson, Mayor Tom Ross, Dr. Steven Shirley, Dr. Mark Vollmer, Jason Zimmerman (Teams), Brekka Kramer, and Jaime Hauge.

ABSENT: Cassidy Hjelmstad, Beth Feldner, and Jonn Knecht.

1. Board Minutes (All Directors)

Minutes were provided in the MACEDC Board of Director's packet sent out prior to the monthly meeting. Mr. Olson made a motion to approve the March 13 regular board meeting minutes; Mayor Ross seconded the motion which carried unanimously.

2. Treasurer's Report

Ms. Feist-Erickson presented the March MACEDC financials. Mr. Zimmerman made a motion to approve the March MACEDC financials. Dr. Shirley seconded the motion which carried unanimously.

3. Chairperson's Report

a. Letter of Support for ND Department of Agriculture and Resilient Food Systems Infrastructure Grant: Chair-Elect Ackerman stated that the letter was included in the packet for review.

4. Strategic Plan Key Pillar Report

a. Economic Development – Ryan Ackerman: Mr. Ackerman reported on the settlement with Strata for liquidated damages during the south intermodal construction project. The Q1 Business Retention and Expansion summary was included in the packet.

b. Community Development – Kevin Black: Mr. Black shared updates on the work being done to expand Dakota College at Bottineau into downtown Minot. Ms. Kramer reported on the Renaissance Zone changes and the open City community development position; interviews will take place on April 15.

c. Workforce Development – Dr. Steven Shirley and Dr. Mark Vollmer: Dr. Shirley shared that he and Dr. Carmon Simone have been meeting with Trinity Health and the State Board of Higher Education to look at Dakota College at Bottineau programming in downtown Minot; the Governor has also been very supportive of this. Dr. Vollmer reported on the childcare and preschool discussion by Minot Public Schools. Ms. Kramer reported that the MACEDC team has been working to set up a meeting between the Fargo Moorhead West Fargo Chamber and the Workforce Committee to learn about the opportunities with the Good Jobs Grant.

d. Member Investor – Brekka Kramer: Ms. Kramer expressed her thanks to the board for the annual meeting support. She stated that the Start Up Minot graduation took place last week, and Carla Dolan is looking at new programming to start in October.

e. Military Support – Peter Hankla: Mr. Hankla provided a military support report, sharing updates on the rebranding of the Task Force for Military Issues in North Dakota, the North Dakota National Guard open house today, the Month of the Military Child proclamation, the upcoming North Dakota Nuclear Triad Symposium,

upcoming Task Force 21 engagements, and the Prairie Warrior Auction raised \$111,000 of which \$52,000 will go to the Home for the Holidays initiative.

5. President's Report

The president's report and programming community outreach monthly activity report were included in the packet. Ms. Kramer shared that Ryan Long, the new Xcel Energy president, will be visiting Minot on May 8.

6. Other Business

Mr. Kutch discussed the Business Retention and Expansion summary and expressed that the needs of these businesses should be reviewed; Mark Lyman will provide a presentation on the program's findings at the May Board meeting.

Ms. Kramer said the MACEDC is looking to hold candidate forums for the Minot City Council, Minot Park Board, and Minot Public School ahead of the primary election.

Ryan Ackerman adjourned the meeting at 9:00 am.

Minutes submitted by: Jaime Hauge, Executive Assistant

President's Report | April 8 – May 10, 2024

Each month also includes numerous calls, emails, legislative session outreach, along with stakeholder, member investor, planning and internal meetings.

- Task Force 21 monthly meeting
- Association Defense Communities National Summit (Arlington, VA) (KRS)
- Eagle Award presentation (CD)
- Greater North Dakota Chamber Policy Outlook: Economic Development with ND Commerce Commissioner
- DC Symposium planning with Velocity Government Relations
- New member investor meeting
- Intermodal Construction meeting
- MACEDC Board of Directors meeting
- Monthly one on one meeting with the City of Minot city manager
- North Dakota National Guard civic leader open house
- North Dakota National Guard community open house
- Start Up Minot networking and business showcase event (ML)
- Town & Country Credit Union ribbon cutting and foundation check presentation
- Infrastructure Committee
- Task Force 21 symposium planning meeting
- Candidate forum logistics meeting with the City of Minot
- Minot State University Board of Regents Executive meeting
- Nominating Committee meeting
- Regular City Council meeting
- Department of Defense DCIP public webinar (ML, KRS)
- State Historical Society of North Dakota Medora strategic plan interview
- Video campaign meeting with Bennett Creative Media (CD, KD)
- Governmental Affairs Committee (CD)
- Business After Hours – Trinity Health
- Economic Development Association of North Dakota speaker information meeting
- North Dakota State University Industry and Workforce Ad-Hoc Committee meeting
- MACEDC nominating committee meeting – new board member outreach
- Legislative dinner meeting with North Dakota State Senators
- Task Force 21 North Dakota Nuclear Triad Symposium Legislative Tour
- Task Force 21 North Dakota Nuclear Triad Symposium Opening Reception
- Task Force 21 North Dakota Nuclear Triad Symposium
- North Dakota Department of Commerce Logistics Park of North Dakota, Minot Intermodal Facility tour (ML, RA)
- Union Silos artist and The Watch production crew introduction meeting
- Union Silos artist and North Dakota Department of Commerce Tourism Director introduction meeting
- North Dakota Department of Commerce Tourism Director and The Watch introduction dinner meeting
- MACEDC Minot Park Board Candidate Forum (CD, ML)
- WayFinders media plan presentation
- Economic Development Association of North Dakota spring conference speaker preparation
- 2023 audit meeting
- MACEDC Minot City Council Candidate Forum
- Town & Country Credit Union CEO candidate meeting
- Economic Development Association of North Dakota Board meeting
- North Dakota Task Force for Military Issues in North Dakota branding materials meeting
- MACEDC Minot School Board Candidate Forum
- MACEDC Board discussion
- Minot Air Force Base Chief Master Sergeant Ernest Kacky Crider Retirement
- MAGIC Fund discussion with the City of Minot city manager and finance director
- WayFinders media plan discussion
- Norsk Høstfest military day planning
- Economic Development Association of North Dakota Spring Conference, Grand Forks, ND

- Military Affairs Committee (KRS, CD)
- Ambassador Committee (KRS, CD)
- Mid-America Chamber Executives Annual Conference, Sioux Falls, SD
- Governor's Military Ball, Fargo, ND
- Regular City of Minot City Council meeting
- Strategic Deterrent Coalition (SDC) Engagement, Las Vegas, NV
 - SDC Board Meeting
 - Nevada National Security Site tour
 - Opening Reception
 - Symposium
- Ryan Long, Xcel President visit
- Women Connect Opportunity Showcase
- Infrastructure Committee (CD)

MINOT AREA CHAMBER EDC
PROGRAMMING COMMUNITY OUTREACH MONTHLY ACTIVITY REPORT | April 8 – May 10

COMMITTEE REPORTS

Adopt an Airman – The program currently has matched six airmen with five families. Another match was made earlier this week, and we have one more pending approval.

Agribusiness Committee – On May 1 the committee met to discuss the 2025 Dinner on the Prairie. Committee volunteers are working to find additional help for the event expected to be scheduled for August 5, 2025.

Ambassadors Committee – Ribbon cuttings were held at the following businesses for this time period:

- April 11 – Town & Country Credit Union held a ribbon cutting to celebrate their new location in Trinity hospital.
- April 26 – iMagicon to mark its 10th anniversary in Minot. iMagicon is a fan-based popular culture convention that blends a variety of genres and fandoms together. The event includes gaming, comics, cosplay and more.
- May 3 – North Star Community Credit Union held a groundbreaking ceremony for their new branch location on north hill at 2250 16th Street NW.

Business Retention & Expansion – Business Retention & Expansion interviews were held with BNSF Railway, Pride Dairy, Soaring Eagle, Sund Manufacturing and WB Components.

Business After Hours – April 18, Trinity Health hosted the April Business After Hours with delicious food, tours, great drinks, and atmosphere. 160 people attended the event with some great networking taking place.

Community Leadership Institute – April 19, the Community Leadership Institute (CLI) committee held a planning meeting for the 2024 session. The CLI program is slated to start September 5. Sponsorship opportunities to support this program are currently available. The CLI Class is limited to 25 participants and is currently full.

Eagle Awards – April 9, eight people received the Eagle Award for great customer service:

Brandon Filkin, IMM	Geri Gaule, JC Penney
Dr. Charles Wood, Trinity Health	Izzabella Starkey, Trinity Health
TJ Menahan, Longhorn Steakhouse	Crystal Kwaw, KMOT
Donald Wingertsahn, Ward County Detention Center	Phillip Knutson, Mowbray & Sons

Energy Committee – April 25, the Energy Committee did not meet during their regularly scheduled time due to a last-minute conflict for the speaker.

Governmental Affairs Committee – Minot Park District Executive Director Elly DesLauriers gave an update on what the community would like to see in the parks and what is possible financially. The group held three candidate forums: City of Minot City Council, Minot Park Board and Minot Public School Board. The forums were available online and in person with strong engagement and a good turnout for each. The Park Board forum had 35 online attendees, 19 people in the audience, and 1,300 views. The School Board forum had 80 online attendees, 26 people in the audience, and 2,900 views. The City Council forum had 100 online attendees, 40 people in the audience, and 4,400 views.

Infrastructure Committee – April 12, the Infrastructure Committee heard more about flood control and the latest projects from Patrick Samson of Ackerman-Estfold.

Military Affairs Committee – May 2, the Military Affairs Committee learned more about the military construction projects on Minot Air Force Base from Lt Col Scott Howe. Regular reports were provided by Col Dan Hoadley, 5th Bomb Wing, Col. Patrick Baum, 91 MXG/CC, Maj Jeffrey Slocum of the Civil Air Patrol and representatives from the ND Army National Guard and Air National Guard.

Right Start Committee – April 24, Carla and two volunteers provided a presentation on what there is to do in Minot and North Dakota to approximately 50 participants who were new to the area.

Showcase of Business – Kentucky Derby will be the theme of this year’s event which is set for November 21. SRT has agreed to be presenting sponsor once again this year.

Start Up Minot Academy powered by CO.STARTERS – The next 10-week course is scheduled to happen in fall 2024.

Start Up Minot – The April 11 Start Up Minot networking event featured Leann Mellum with iMagicon, which is celebrating the 10th anniversary of their comic con/fandom event this year, and Allison Auch, executive director and founder of Full STEAM Ahead. The May 9 Start Up Minot networking event featured two of the local partners in Shanco Energy Services and Dupree Oil Field Services. Between the companies that Brandon Wistisen and Tyler Crosland are partners in, they employ just over 300 people who work in various oil field service sectors, including pipeline construction, roustabout services, and saltwater disposal management.

Task Force 21 – Mrs. Rosselli-Sullivan, MACEDC military liaison, attended the Association Defense Communities National Summit in Arlington, VA. The North Dakota National Guard hosted a civic leader open house as well as a community open house on April 10. Mr. Hankla and Ms. Kramer have continued to meet on the Task Force for Military Issues in North Dakota’s rebranding. On April 22, MACEDC and Minot Air Force Base (MAFB) hosted a legislative tour of MAFB and a Missile Alert Facility; this all-day event included over 60 attendees – around half of them being North Dakota legislators. Following the tour, an opening reception took place for the attendees and other legislators for an opportunity to get together and listen to more on the importance of nuclear deterrence. The North Dakota Nuclear Triad Symposium was held on April 23 and was a success with a fantastic lineup of speakers and over 200 attendees. A retirement ceremony was held on April 26 for Minot Air Force Base Chief Master Sergeant Ernest Crider, Command Chief of the 91st Missile Wing. A small group attended the Governor’s Military Ball in Fargo on May 4 with Minot Air Force Base to represent two wings of the nuclear triad. Several Task Force 21 members headed to the Strategic Deterrent Coalition (SDC) Symposium on May 7, 8, and 9; Ms. Kramer and Bruce Christianson attended the annual meeting as board members. The SDC’s event included a Nevada National Security Site tour and a full-day symposium with the theme “Deterrence: Remembering Why It Exists.”

Women Connect – 73 people attended the May 9 “Opportunity Showcase” which featured a four-woman panel with moderator Jessica Ackerman. The panel discussion aimed at assisting women in connecting with their community. 19 vendors had booths to share about their organizations and ways to participate and get involved.

UPCOMING MEETINGS AND EVENTS

Minot Area Chamber EDC Programming

May 14	Eagle Award Ceremony, 10 am, MACEDC
May 16	Governmental Affairs Committee, 11:30 am, Badlands Restaurant
May 16	Business After Hours, 5 to 7 pm, Roosevelt Park Zoo
May 23	Energy Committee, 11:30 am, Badlands Restaurant
June 5	Agribusiness Committee, 12 pm, North Central Research Extension Center
June 6	Military Affairs Committee, 12 pm, TBD
June 11	Eagle Award Ceremony, 10 am, MACEDC

Minot Area Chamber EDC Signature Events | Save the Date

June 7	Military Appreciation Day at Oak Park
July 23	Military Appreciation Day at the North Dakota State Fair
September 20	Task Force 21 Nuclear Triad Symposium, Washington DC
September 28	Military Appreciation Day at the Norsk Høstfest
November 21	Showcase of Business with presenting sponsor SRT, 5:00 pm, NDSF Center – Magic Place

Minot Area Chamber EDC Strategic Engagements | Stakeholder and Partner Events

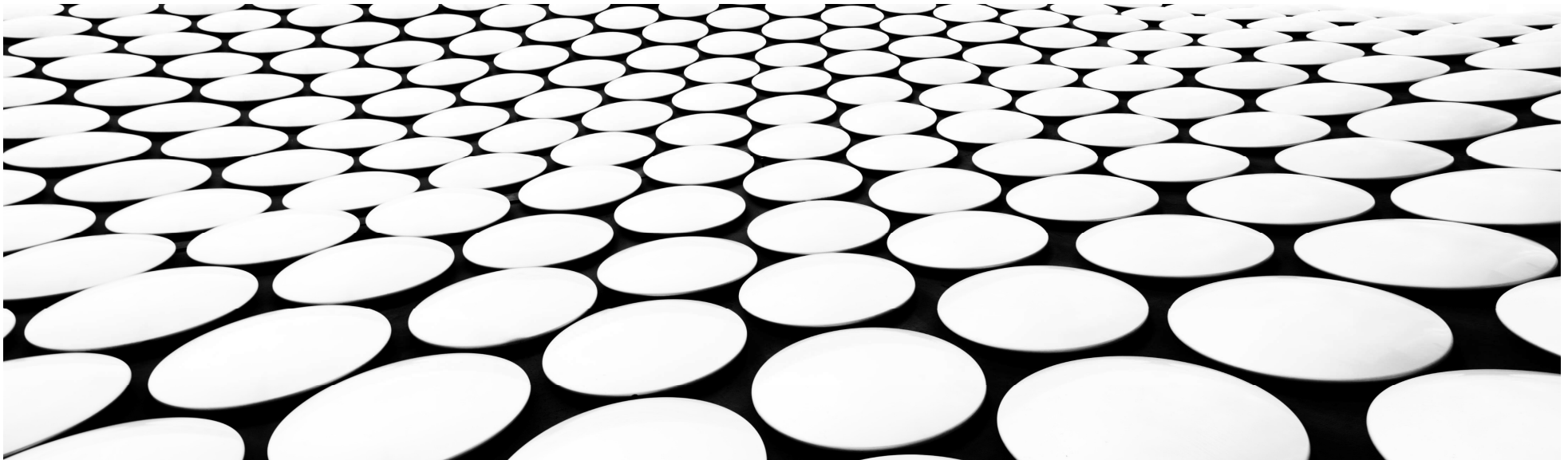
May 13-16	Williston Basin Petroleum Conference, Bismarck ND
May 15	ND Trade Office Global Business Connections Conference, Fargo ND
May 16	Minot Air Force Base Town Hall, Minot Air Force Base
May 17	Minot State University Gala, Clarion Hotel Convention Center Minot ND
May 20-23	Agriculture Transportation Coalition (AgTC) Annual Meeting, Tacoma WA
May 21	Greater North Dakota Chamber Policy Outlook Career Builders, Virtual

June 4	Greater North Dakota Chamber ND Future Forum, Virtual or Grand Forks ND
June 10-12	RoleCall Talent Summit, Fargo ND
July 16-18	ACCE Convention, Dallas TX
July 17-19	Mid America EDC Best Practices Conference, Sioux Falls SD
August 20	Economic Development Association of North Dakota Commerce Developer Day, Bismarck ND
August 27-29	Main Street ND Summit, Watford City ND
September 10	Greater North Dakota Chamber Policy Summit, Bismarck ND
September 15-18	IEDC Annual Conference, Denver, CO
October 28-30	ADC Installation Innovation Forum Xi, San Antonio, TX

FINANCE PRESENTATION

JUNE 2024 COUNCIL MEETING

PRESENTED BY DAVID LAKEFIELD, FINANCE DIRECTOR



Governmental Funds

Fund Revenues

- Property Taxes
- State Aid Distribution
- Sales Tax
- Fees - (Assessments, Franchise)
- Licenses/Permits
- Grants
- Fines
- Interest Earnings

Use

- Public Safety
- Library
- Assessors
- Legal, Human Resources, Finance, IT
- Traffic & Street
- Community Development/Engineering
- Property Maintenance
- City Council/City Manager's Office
- City Infrastructure/Capital Purchases

Enterprise Funds

Fund Revenues

- User Fees – Water/Sewer/Storm Sewer
- Airport Revenue
- Sanitation
- Cemetery Fees
- Parking Revenue
- Special Assessments
- Interest Earnings

Use

- Personnel:
 - Airport, Water, Sewer, Storm Sewer, Sanitation, Cemetery, Parking Ramps
- Maintenance & Operations:
 - Airport, Water, Sewer, Storm, Sanitation, Cemetery, Parking Authority, & Parking Ramps
- New Infrastructure
- Utility Billing
- Interfund Transfers

Fund Revenues

- User Fees – Water/Sewer/Storm Sewer
- Airport Revenue
- Sanitation
- Cemetery Fees
- Parking Revenue
- Special Assessments
- Interest Earnings

Enterprise Funds

AIRPORT FUND

Major revenue sources:

- Terminal rent
- Ground rent
- T-hangar rent
- Landing fees
- Parking fees
- Permit fees
- Security fees
- Passenger facility charges
- Customer facility charges
- Property taxes
- Federal and state grants
- Interest and investment earnings
- Flowage fees
- Miscellaneous



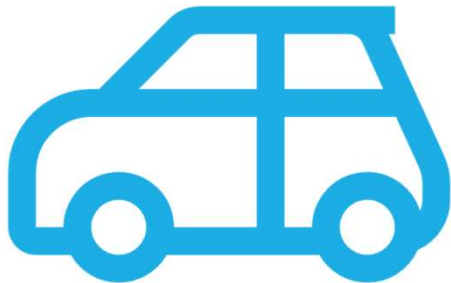


CEMETERY FUND

ROSEHILL MEMORIAL PARK

Major revenue sources:

- Lot sales
- Interment (burial) fees
- Monument setting fees
- Marker and vase setting fees
- Columbarium niches
- Winter storage fees
- Property taxes
- Interest and investment earnings
- Miscellaneous



PARKING AUTHORITY FUND

Major revenue sources:

- Parking revenues
- Interest and investment earnings
- Miscellaneous

SANITATION FUND

Major revenue sources:

- Residential garbage collection fees
- Residential landfill fees
- Roll-off container fees
- Landfill gate collections
- Tire disposal fees
- Land rent
- Recycling collection fees
- Interest and investment earnings
- Miscellaneous



WATER, SEWER, AND STORM SEWER FUND

Major revenue sources:

Water user fees

Sewer user fees

Storm sewer user fees

Tower rental fees

Federal and state grants

Bulk water fees

Meter charges

Connection fees

Septic disposal fees

Special assessment collections

Interest and investment earnings

Miscellaneous



PARKING RAMPS FUND

Major revenue sources:

- Parking pass fees
- Tenant rent
- Interest and investment earnings
- Miscellaneous





QUESTIONS?



On June 4, 2024, a Regular Planning Commission Meeting of the Minot Planning Commission was held in the City Council Chambers, City Hall (10 3rd Ave SW). Chairman Offerdahl called the meeting to order at 05:30 PM.

1. ROLL CALL

Members Present: Tim Baumann, Elisha Gates, Kayla Johnson, Robert Kibler, Logan Longtin, Dustin Offerdahl, Serena Pontenila

Members Absent: Dale Dohms, Erin Iverson, Annette Mennem

City Staff Present : Doug Diedrichsen, Dan Falconer, Hannah Hornberger, Nick Schmitz

Others Present: James Kassabe

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

3.1. INTRODUCTIONS AND DECORUM HANDOUT

4. PLANNING COMMISSION

4.1. APPROVAL OF THE MAY 2024 REGULAR MEETING MINUTES

Motion by Commissioner Kibler to approve the May 7, 2024 Planning Commission Meeting Minutes.

Second by Commissioner Pontenila. Roll call vote: ayes: all, nays: none. Motion carries.

5. PUBLIC HEARING

5.1. CASE #2024-04-03 - OUTLOT 40 SECTION 27, TOWNSHIP 155 NORTH, RANGE 83 WEST - CUP

Applicant withdrew application

5.2. CASE #2024-03-01 - POPEYES - VARIANCE

Mr. Diedrichsen went through updates.

Staff had a discussion.

Chairman Offerdahl opened the public hearing to the public for testimony.

James Kassabe, resident, speaks on changes that have been made so far, the noise is still a problem.

Motion made by Commissioner Kibler to table until July 2, 2024 at 5:30pm based on staff's findings of fact & recommendation.

Second by Commissioner Longtin.

Roll call vote ayes: all, nays: none. Motion carries.

6. MISCELLANEOUS AND DISCUSSION ITEMS

Commission Baumann questioned the comprehensive plan
Mr. Diedrichsen informed him that they will put together a presentation for the July meeting.

7. ADJOURNMENT

With no further business, Chairman Offerdahl adjourned the meeting at 5:45 pm.

On June 3, 2024, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Ross called the meeting to order at 05:30 PM.

1. ROLL CALL

Members Present: Tom Ross, Lisa Olson, Carrie Evans, Paul Pitner, Scott Burlingame, Stephan Podrygula, Mark Jantzer

Members Absent: None

2. PLEDGE OF ALLEGIANCE

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

3. MAYOR'S REPORT

Mayor Ross attended a Human Traffic Symposium, a NAWS Authority meeting, a Task Force 21 meeting, one on ones, staff meetings at City Hall, a Home for the Holidays meeting, and a Roof Stomp out on the Minot Air Force Base.

4. REPORTS

4.1. CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council.

4.2. CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

5. CONSENT ITEMS

Alderman Pitner moved the City Council to approve consent items 5.1-5.2 and 5.4-5.12. Motion seconded by Alderman Jantzer and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

5.1. CITY COUNCIL MINUTES

Approve the minutes of the May 20, 2024 Regular City Council meeting.

5.2. ORDINANCES

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

5.4. BILLS, TRANSFERS, & PAYROLL

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.

MINOT PARK DISTRICT	1,413.74	100005680	WARD COUNTY BAR ASSOCIATION	75.00	300778
The Title Team	1,000.00	300632	WESTLIE FORD	335.93	300779
1 CALL SEPTIC SERVICES, INC	8,028.54	300633	WESTLIE TRUCK CENTER	80.64	300780
4 ACRES WELDING & FABRICATION, INC	120.00	300634	FORENSIC STORE	6,321.00	300781
ACKERMAN ESTVOLD	32,869.65	300635	M&T FIRE AND SAFETY, INC.	16,129.68	300782
ACME TOOLS	8.90	300636	SMART PLANET SOFTWARE, LLC	5,499.00	300783
ADP SCREENING & SELECTION SERVICES	263.18	300637	ARAMARK	273.16	300784
AMERICAN WELDING & GAS, INC.	4,606.50	300638	48 NORTH CONCRETE CONSTRUCTION INC	16,120.00	300924
APEX ENGINEERING GROUP	37,806.04	300639	ACKERMAN ESTVOLD	10,693.75	300925
AQUA-PURE, INC.	4,043.67	300640	ACME TOOLS	119.90	300926
AVI SYSTEMS, INC	600.00	300641	ADVANCED BUSINESS METHODS	2,115.34	300927
BALCO UNIFORM COMPANY, INC.	10,280.20	300642	AMANO MCGANN, INC.	949.73	300928
BEST BUY BUSINESS ADVANTAGE ACCOUNT	12,959.84	300643	AMERICAN GARAGE DOOR	21,500.00	300929
BORDER STATES INDUSTRIES, INC.	6,540.95	300644	BAKER & TAYLOR BOOKS	0.75	300932
BRADY MARTZ	3,450.00	300645	BARR ENGINEERING	1,750.50	300933
BUTLER MACHINERY CO.	472.99	300646	BORDER STATES INDUSTRIES, INC.	178.33	300935
CARLA FAY CLIFFORD	782.36	300647	CAPFIRST EQUIPMENT FINANCE	20,367.47	300936
CDM SMITH	92,705.50	300648	CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC	12,526.92	300939
CITY OF MINOT	210.00	300724	CITY OF FARGO	300.00	300975
CPS, LTD	6,950.66	300649	CITY OF FARGO	300.00	300976

CREATIVE CONCRETE	828.00	300650	CITY OF MINOT	10.00	301020
DACOTAH PAPER CO.	487.90	300651	CORE & MAIN	493.94	300937
DAKOTA AGRONOMY PARTNERS, LLC	1,256.25	300652	CPS, LTD	34,677.50	300938
DAKOTALAND AUTOGLASS	160.00	300653	CREATIVE CONCRETE	33,669.00	300940
DOMESTIC VIOLENCE CRISIS CENTER	1,432.92	300654	CURT'S STARTER & ALT. SERVICE	118.55	300941
DR. ANTHONY TATMAN	25.00	300655	DACOTAH PAPER CO.	274.29	300942
ECOLAB PEST ELIMINATION DIVISION	825.38	300656	DAKOTA CONCRETE CONSTRUCTION	21,304.50	300943
EIDE BAILLY LLP	1,258.75	300657	DAKOTA SUPPLY GROUP	13.72	300944
Aaron Sims	135.70	300658	DECOMM VENTURES, LP	2,400.00	300945
Aaron Sims	25.00	300659	DIG IT UP BACKHOE SERVICE	34,350.00	300946
Jacob Sloboden	135.70	300660	DORSEY & WHITNEY	716.19	300947
James Walker	76.70	300661	EAPC	1,304.55	300948
Jameson Hayden	47.20	300662	ECOLAB PEST ELIMINATION DIVISION	401.18	300949
Jason Angelo	942.30	300663	Aaron Peterson	135.70	300950
Katelynn Wiggins	135.70	300664	Alec Takashige	272.20	300951
Kevin Okeefe	244.20	300665	Amanda Somerville	265.50	300952
Kristin Van Grinsven	182.87	300666	Andres Casarez	1,791.90	300953
Krystle Foster	62.65	300667	Andres Casarez Jr	188.80	300954
Maria Romanick	202.13	300668	Andrew Hess	265.50	300955
Melissa Anderson	33.17	300669	Andrew Roach	177.00	300956
Miranda Dutenhafer	252.46	300670	Andrew Roach	295.00	300957
Peter Herd	250.90	300671	Belinda Gladback	265.50	300958
Riley Racine	135.70	300672	Brandon Davis	255.20	300959
Ryan Lopez	76.70	300673	Cole Strandemo	147.50	300960
Sara Plesuk	135.70	300674	Gannon Miller	177.00	300961
ENERBASE	51,072.59	300675	Harold Stewart	509.20	300962
FERGUSON WATERWORKS #2516	1,751.44	300676	Jacob Olson	88.50	300963
FIRST DISTRICT HEALTH UNIT	26,500.00	300677	Jennifer Eckman	256.95	300964
FIRST INTERNATIONAL BANK & TRUST	759.00	300678	Jennifer Eckman	389.08	300965
FLEETMIND SOLUTIONS, INC.	2,120.01	300679	Jordan Wilkes	265.50	300966
G & P COMMERCIAL SALES	987.02	300680	Joshua Noyes	1,791.90	300967
GAFFANEYS	573.89	300681	Kerry Schriock	135.70	300968
GALLAGHER BENEFIT SERVICES, INC.	14,350.00	300682	Kristin Van Grinsven	41.99	300969
GALLS, LLC	931.08	300683	Samantha Newman	2,000.00	300970
GEFROH ELECTRIC	23,594.50	300684	Sara Plesuk	15.00	300971
BCBS	30.00	300685	Taylor Jensen	171.10	300972
Carson Rockwell	60.00	300686	ENERBASE	50,106.75	300973
Cashwise	25.00	300687	FACTORY MOTOR PARTS	704.12	300974
Colton J Olson	1,500.00	300688	FIRST INTERNATIONAL BANK & TRUST	748.00	300978
Jennifer Demshur Baker	25.00	300689	FIRST WESTERN INSURANCE	2.00	300979
Kevina Click	10.00	300690	FORZA FORENSICS, LLC	800.00	300980
Lindsay Elizabeth Kreger	100.00	300691	GALE	95.17	300981
Market Place Liquor	10.00	300692	GALLS, LLC	430.48	300982
Marla Ann Zeitz	10.00	300693	GEFROH ELECTRIC	2,414.00	300983
Minot Park District	100.00	300694	Baymont Inn & Suites	627.42	300984
Patrick Schroder	50.00	300695	Jonah Hatfield	18.99	300985
Rodney Brian Neuhaflen	50.00	300696	Katherine Faul	9.99	300986
Sierra Inn	20.00	300697	Mark Vibeto	28.25	300987
GENERAL TRADING	351.87	300698	Maureen Samantha Ferguson	10.00	300988
GRAPHICS LETTERING & TRIM	640.00	300701	Teresa Hunt	25.00	300989
GRAYMONT WESTERN US INC.	86,143.00	300702	Walmart	6.94	300990
GREGORY A. GURNEY	300.00	300704	Welcome Suites	369.45	300991
GUARDIAN FLEET SAFETY	57,230.35	300703	GENERAL TRADING	130.35	300992
HAWKINS, INC.	31,798.28	300705	GOOSENECK IMPLEMENT COMPANY	17,400.00	300993
HIGH POINT NETWORKS, LLC	2,855.50	300707	GRANITE SPRINGS CO.	474.50	300995
HYDRO KLEAN	247,348.00	300708	GREAT PLAINS TECHNICAL SERVICES	547.18	300996
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	627.72	300709	GUARDIAN FLEET SAFETY	148.48	300997
INTERSTATE BATTERY SYSTEM	940.70	300710	HANSON'S EXCAVATING	7,074.45	300998
JOHN DEERE FINANCIAL	1,576.93	300699	HARLOW'S BUS SALES, INC.	986.46	300999
JORGE L PAGAN	16,000.00	300711	HOUSTON ENGINEERING, INC.	22,247.45	301000
KARL'S TV & APPLIANCE	46.89	300712	INFORMATION TECHNOLOGY DEPARTMENT	3,190.60	301001
LARSON ELECTRIC, INC.	98.00	300713	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	624.56	301002
LOCATORS & SUPPLIES	1,426.85	300714	INTERSTATE BATTERY SYSTEM	1,430.60	301003
M-B COMPANIES, INC	4,698.66	300715	JET LINE SALES & SERVICE, LLC	10,123.99	301005
MAIN ELECTRIC CONSTRUCTION	46,327.57	300717	JOHN BEAN TECHNOLOGIES CORP - OGDEN	457.48	301004
MARCO, INC.	192.50	300718	JOHN DEERE FINANCIAL	1,723.94	300994
MIDWEST TAPE	24.99	300719	KIWANIS CLUB OF MINOT	150.00	301006
MINOT AREA CHAMBER EDC	46,637.50	300716	L-TRON CORPORATION	741.70	301007
MINOT AREA COUNCIL OF THE ARTS, INC	3,333.33	300720	LAWSON PRODUCTS, INC.	1,017.96	301008
MINOT AUTO	139.96	300721	M & S SHEET METAL, INC.	4,337.75	301009
MINOT COMMISSION ON AGING	12,875.00	300722	MARY LOU ALBERT	300.00	301011
MINOT EMPLOYEE DONATIONS	816.41	300723	MATTSON CONSTRUCTION	101,293.17	301012
MOORE ENGINEERING, INC	85,735.60	300725	MEDICARE CHOICE GROUP, LLC	5,000.00	301013
NAPA AUTO PARTS	3,192.77	300726	MELANIE MOORE	70.00	301023
NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION	550.00	300727	MIDSTATES WIRELESS, INC.	342.50	301014
ND DEPT OF WATER RESOURCES	11,663.03	300728	MIDWEST TAPE	182.18	301015
ND FIREFIGHTER'S ASSOCIATION	70.00	300729	MILLER LAW OFFICE, P.C.	2,388.42	301016
ND MUNICIPAL ATTORNEYS ASSOC	105.00	300730	MINOT AREA CHAMBER EDC	4,500.00	301010

ND ONE CALL, INC.	1,476.95	300731	MINOT AUTO	263.49	301017
ND SAFETY COUNCIL, INC.	380.00	300732	MINOT DAILY NEWS	621.00	301018
ND STATE RADIO COMM.	4,458.00	300733	MINOT EMPLOYEE DONATIONS	815.62	301019
NORTH DAKOTA LIVING	2,218.75	300735	MOBILE MINI	825.20	301021
NORTH DAKOTA STATE'S ATTORNEYS' ASSOCIATION	300.00	300734	MTI DISTRIBUTING CO.	301.04	301024
NORTHWEST TIRE AND RETREAD	7,988.07	300736	NAPA AUTO PARTS	2,838.47	301025
NOVA FIRE PROTECTION CO.	1,694.00	300737	NARDINI FIRE EQUIPMENT	368.00	301026
NS CORPORATION	159.40	300738	ND DEPT OF WATER RESOURCES	49,459.32	301027
NYBAKKEN BODY SHOP	2,151.00	300739	ND E-WASTE, LLC	9,531.78	301032
O'REILLY AUTO PARTS	400.00	300740	ND FIREFIGHTER'S ASSOCIATION	50.00	301028
OLSON'S TOWING	2,459.50	300741	ND FRATERNAL ORDER OF POLICE	1,471.50	301029
POWERDMS, INC	3,150.00	300742	NDDEQ	685.86	301030
PRINGLE & HERIGSTAD, P.C.	570.00	300743	NEWMAN TRAFFIC SIGNS	6,063.64	301031
PROCOLLECT	25.36	300744	NORTHWEST TIRE AND RETREAD	3,288.04	301033
PROTECH INTEGRATIONS, LLC	262.50	300745	PARKLAND USA CORPORATION	1,886.93	300977
RAFTELIS FINANCIAL CONSULTANTS, INC	17,686.00	300746	PEC SOLUTIONS LLC	276.00	300931
RDO EQUIPMENT CO	167.01	300747	PERFORMANCE KENNELS, INC	350.00	301034
BERNHARDT, TONY	14.10	300748	PRAIRIE SUPPLY	352.35	301035
CONCRETE MOBILE	50.00	300749	PROCOLLECT	2,044.38	301036
LIVING WELL PROPERTIES LLC	192.57	300750	RDO EQUIPMENT	1,893.29	301037
LONG, MAY	14.86	300751	1ST MINOT MANAGEMENT	73.80	301038
MYERS, ROBERT W.	13.80	300752	City of Minot	1,328.60	301039
NOGOSEK, BRANDON	5.41	300753	HODGE, NANCY J	28.60	301040
TRINITY HEALTH	52.65	300754	RESOURCE CONSULTANTS, LLC	4,717.50	301041
RHI SUPPLY	417.77	300755	ROLAC CONTRACTING	60,070.20	301042
ROLLKALL TECHNOLOGIES LLC	16.00	300756	SANITATION PRODUCTS	72.25	301043
ROTARY CLUB OF MINOT	186.00	300757	SCHOLASTIC, INC.	74.96	301044
SANITATION PRODUCTS	2,800.10	300758	SCHULTZ PROPERTY MAINTENANCE, LLC	850.00	301045
SCHOCKS SAFE AND LOCK SERVICE	427.60	300759	SCUBA ONE INC	2,000.00	301046
SCOTT HELL	300.00	300706	SHERWIN WILLIAMS	571.77	301047
SIGN SOLUTIONS USA	451.03	300760	SHORT ELLIOTT HENDRICKSON, INC	21,875.00	301048
SOURIS BASIN PLANNING COUNCIL	1,666.00	300761	SOURIS RIVER JOINT WATER RESOURCE	160,569.71	301049
SOURIS RIVER JOINT WATER RESOURCE	367,594.82	300762	STRATA CORPORATION	110,555.28	301050
SUNSET LAW ENFORCEMENT, LLC	14,708.00	300763	SUNDRE SAND & GRAVEL, INC.	25,103.94	301051
SWANSTON EQUIPMENT COMPANIES	34,521.18	300764	SWANSTON EQUIPMENT COMPANIES	6,867.66	301052
TERMINAL SUPPLY CO.	87.94	300765	TED BOLTON	752.50	300934
TIMMONS GROUP	8,600.00	300766	THOMSON REUTERS-WEST PAYMENT CENTER	387.00	301053
TIMOTHY P BROOKS	7,245.40	300700	TRINITY HEALTH	5,132.31	301054
TRAFFIC CONTROL CORPORATION	1,250.00	300767	UNIFORM CENTER	9,169.02	301055
TRANE COMPANY	110.10	300768	UNITED MAILING SERVICE	253.07	301056
TRINITY HEALTH	2,642.40	300769	VANGUARD APPRAISALS	3,040.00	301057
TRINITY MEDICAL GROUP	649.00	300770	VESTIS GROUP, INC.	210.76	301058
TYLER TECHNOLOGIES, INC.	7,425.00	300771	VISIT MINOT	21,238.24	301059
U.S. POST OFFICE	5,000.00	300772	WARD COUNTY AUDITOR	17,750.00	301060
UNIFORM CENTER	1,253.00	300773	WAYNE MOE	810.00	301022
UNITED MAILING SERVICE	420.01	300774	WESTLIE FORD	1,293.15	301061
VISIT MINOT	35,795.62	300775	WESTLIE TRUCK CENTER	452.24	301062
WAGNER CONSTRUCTION	8,700.00	300776	ZACHARY JOHNHOY	222.06	300930
WALLWORK TRUCK CENTER MINOT	11,829.18	300777	WEX HEALTH, INC	281.40	100005679
				2,620,513.17	

5.5. ALCOHOLIC BEVERAGE LICENSE - HAWTHORN SUITES

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

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)
 - Ebenezzer'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

Accept FEMA Hazard Mitigation Grant and authorize the Mayor to sign any necessary documentation; approve the sole source procurement and the purchase of the 2 new sirens to be added to the City's early warning system; approve the budget amendment to move funds from Capital Equipment cash reserves to Property Maintenance Capital Equipment to make the purchase; and 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

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 authorize the Mayor to sign the MOA.

5.9. TYLER PAYMENTS CREDIT CARD PROCESSING CONTRACT

Approve the contract with Tyler Technologies for over-the-counter payments in Tyler payments; and 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

Adopt the proposed ordinance on first reading.

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

Accept the FY 2022 Local Edward Byrne Memorial Justice Assistance Grant (JAG); authorize the Mayor to sign the Memorandum of Understanding; and 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

Approve the UPWP Contract with NDDOT; authorize the Mayor to sign the contract; and approve the budget amendment on first reading.

5.3. ADMINISTRATIVE APPROVALS

Alderman Olson moved 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).

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

6. ACTION ITEMS

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

Aldерwoman Evans moved the City Council release the April 15th and May 6th Executive Session recordings related to the Nok Back Tavern. Motion seconded by Alderman Pitner and carried by the following roll call vote: ayes: Evans, Pitner, Podrygula, Ross; nays: Burlingame, Jantzer, Olson.

7. PERSONAL APPEARANCES

There were no personal appearances.

8. MISCELLANEOUS AND DISCUSSION ITEMS

8.1. COMMUNITY CONTRIBUTION PRESENTATIONS

First District Health, Minot Commission on Aging, MACEDC, and Souris Basin Planning Council presented to the City Council their 2025 budget requests.

9. ADJOURNMENT

There being no further business, Alderman Pitner moved the City Council meeting be adjourned. Motion seconded by Aldерwoman Olson and carried unanimously. The meeting adjourned at 6:58 pm.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 5973

**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: June 3, 2024

PASSED SECOND READING: June 17, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



ORDINANCE NO. 5974

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: June 3, 2024

PASSED SECOND READING: June 17, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor

ORDINANCE NO: 5975

**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: June 3, 2024

PASSED SECOND READING: June 17, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5976

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: June 3, 2024

PASSED SECOND READING: June 17, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: June 17, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Six Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 2. Four Special Event Permits for Sports on Tap (220 S Broadway).**
- 3. Special Event Permit for Starving Rooster (30 1st St NE).**
- 4. Six Special Event Permits for the Pointe of View Winery (8413 19th Ave NW).**
- 5. Special Event Permit for Saul's (105 1st St SE Basement).**
- 6. Special Event Permit for On the Rocks (614 3rd St NE).**
- 7. Special Event Permit for the Lamplighter Lounge (200 16th St SW).**
- 8. Youthworks to conduct a raffle on June 6, 2024 at Corbett Field (1124 E Burdick Expy).**
- 9. Trinity Health Foundation to conduct a raffle on August 12, 2024 at Souris Valley Golf Course (2400 14th Ave SW).**
- 10. Magic City Equality to conduct a raffle on June 9, 2024 at Arny's 2.0 Lounge and Bottle Shop (12 3rd St SE).**
- 11. Trinity Health Foundation to conduct a raffle on September 7, 2024 at Dakota Square Arco (1520 21st Ave SE).**
- 12. Zion Lutheran Church Youth to conduct a raffle on June 11, 2024 at Corbett Field (1124 E Burdick Expy).**
- 13. Minot Area Council of the Arts to conduct a raffle on every Tuesday in June and August at Arts in the City Downtwon Outdoor Event (Main St. between Central Ave and 2nd Ave).**
- 14. Granville FFA to conduct a raffle on June 14, 2024 at Corbett Field (1124 E Burdick Expy).**
- 15. Minot Y's Men Club to conduct a sports pool September 9, 2024-December 31, 2024 at Minot Family YMCA (3515 16th St SW).**
- 16. Souris Valley Ducks Unlimited to conduct a raffle on June 13, 2024 at Corbett Field (1124 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

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.

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

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.



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: June 17, 2024

SUBJECT: GAMING SITE AUTHORIZATION RENEWALS

I. RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization 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 Junior Golf Association - Trappers Lounge (2401 Elk Drive)**
- **Loyal Order of Moose Minot Lodge 822 - Moose Lodge (400 9th St SW)**

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

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: Doug Diedrichsen, Principal Planner

DATE: June 17, 2024

**SUBJECT: MINOR SUBDIVISION PLAT TO BE KNOWN AS MEADOWBROOK
ESTATES 9TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA**

I. RECOMMENDED ACTION

It is recommended City Council approve the proposed minor subdivision plat as provided in Attachment A.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community Development Director, 701-857-4022
Doug Diedrichsen, Principal Planner, 701-857-4022

III. DESCRIPTION

A. Background

The applicant seeks to remove the shared property boundary between two platted lots and realign an access easement. The resulting lot conforms to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.

B. Proposed Project
N/A

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations
N/A

B. Service/Delivery Impact:
N/A

C. Fiscal Impact
N/A

Project Costs

N/A

Project Funding

N/A

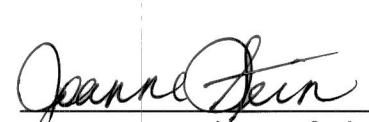
VI. ALTERNATIVES

The Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

MEADOWBROOK ESTATES 11TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA

Being Lots 1 and 2, of Meadowbrook Estates 9th Addition,
to the City of Minot

DESCRIPTION:
Know all men by these presents that the Craig & Joanne Stein, being Owners and Proprietors, of Lots 1 and 2, of Meadowbrook Estates 9th Addition, to the City of Minot, North Dakota, being more particularly described as follows:
Beginning at the Southwest Property Corner of Lot 1, of Meadowbrook Estates 9th Addition, to the City of Minot, North Dakota, a Plat being on File at the Ward County Recorder's Office; Thence N 62°38'10" E, on a Property Line, of said Lot 1, a distance of 257.62 FT, to a Property Corner, of said Lot 1; Thence N 0°07'45" E, on a Property Line, of said Lot 1, a distance of 187.95 FT, to the Northwest Property Corner, of said Lot 1; Thence S 89°34'31" E, on the North Property Line, of said Lot 1, a distance of 324.73 FT, to the Northeast Property Corner, of said Lot 1; Thence S 0°07'42" W, on the East Property Line, of Lot 2, of said Meadowbrook Estates 9th Addition, a distance of 530.67 FT, to the Southeast Property Corner, of said Lot 2; Thence N 89°37'04" W, on a Property Line, of said Lot 2, a distance of 26.23 FT, to a Property Corner, of said Lot 2; Thence on a Property Line, of said Lot 2, on a Curve to the Right, said Curve having a Length of 271.00 FT, a Radius of 450.09 FT, and a Delta Angle of 34°29'53"; Thence N 55°08'46" W, on a Property Line of said Lot 2, a distance of 58.69 FT to a Property Corner, of said Lot 2; Thence N 54°56'25" W, on a Property Line of said Lot 1, a distance of 58.60 FT to a Property Corner, of said Lot 1; Thence on a Property Line, of said Lot 1, on a Curve to the Left, said Curve having a Length of 193.85 FT, a Radius of 508.75 FT, and a Delta Angle of 21°49'55", to the Point of Beginning.
Said described tract, of land contains 4.27 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Meadowbrook Estates 11th Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.


Craig Stein

Joanne Stein

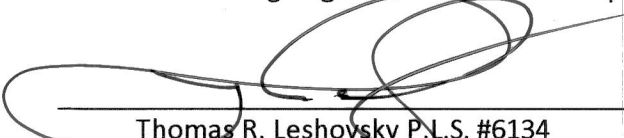
On this 16th Day of May, 2024, before me, a Notary Public in and for said State, Appeared Craig & Joanne Stein, well known to be the persons described in the foregoing description and acknowledged to me that they executed the same on their own free act and deed.

My commission expires

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027


Notary Public, State of North Dakota

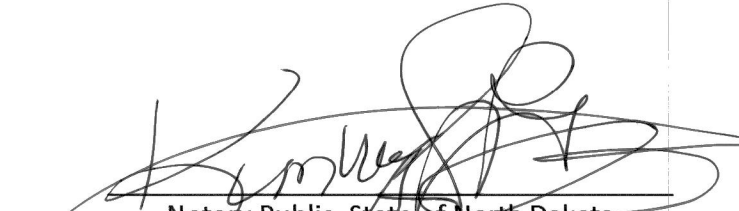
SURVEYOR'S CERTIFICATE
I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge and Belief.


Thomas R. Leshovsky P.L.S. #6134

STATE OF NORTH DAKOTA, COUNTY OF Ward

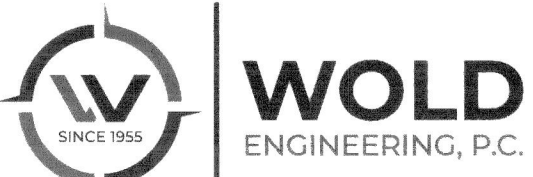
On this 16th Day of May, 2024, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

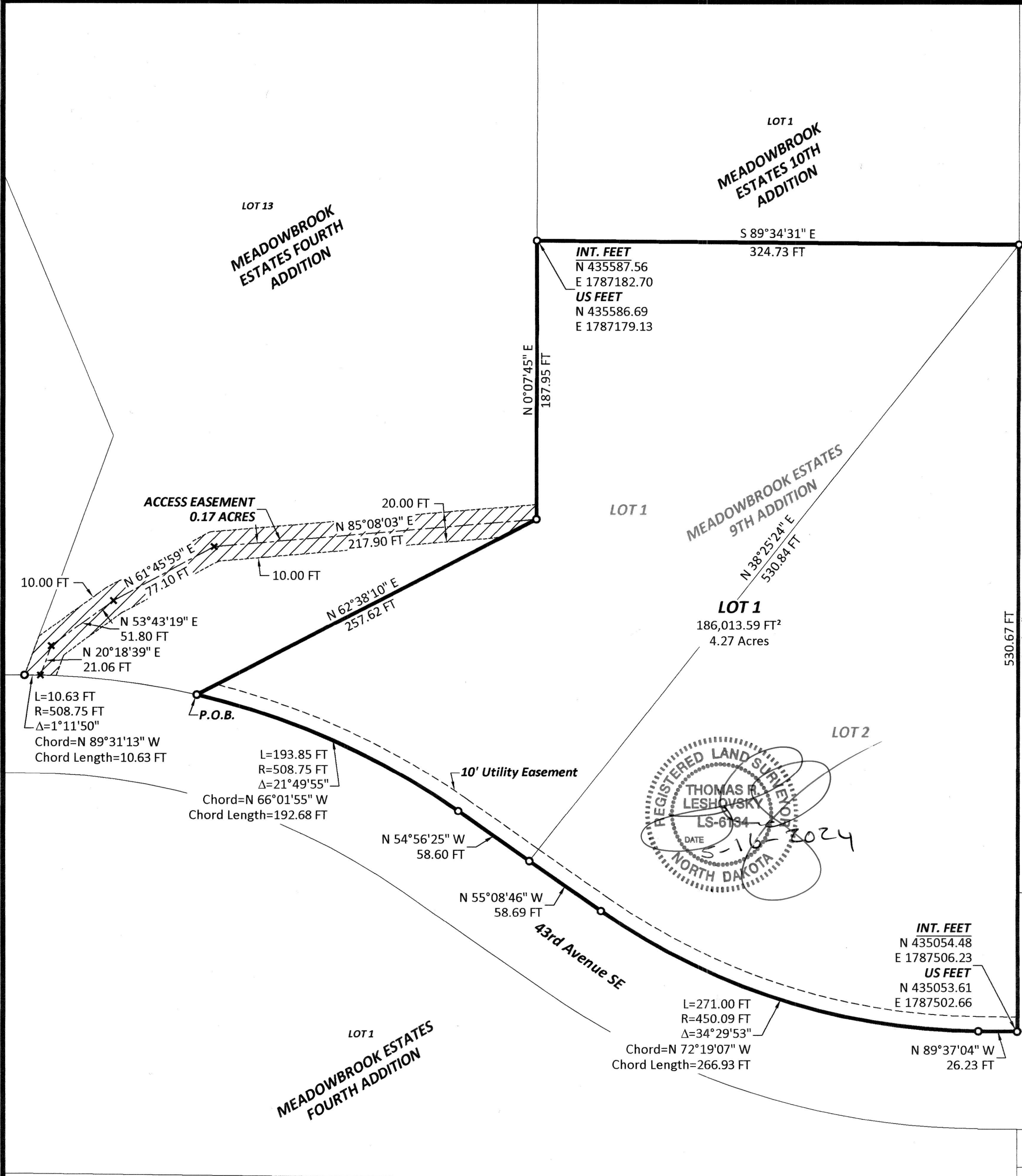

Notary Public, State of North Dakota

APPROVAL
I hereby certify that the Plat shown hereon has been approved by the Minot Planning Commission and the Minot City Council.

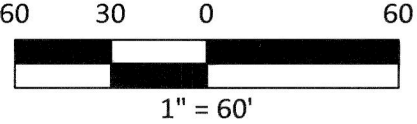
Approved: _____, 2024
Minot City Engineer



915 East 11th Street - PO Box 237 - Bottineau, ND 58318
110 8th Avenue Southwest - Minot, ND 58701
316 Eastdale Drive - PO Box 1277 - Bismarck, ND 58502



- - Denotes Property Corner Set 18" - #5 Rebar w/ RLS Cap #6134
- - Denotes Property Corner Found
- × - Denotes Traverse Point



- NOTES:**
- Plat is subject to all prior Easements of Record.
 - Bearings and Distances may vary from previous plats due to different methods of measurement.
 - A 10' Utility Easement is on the streetside of every Lot.
 - State Plane Coordinates shown are North Dakota (North Zone) NAD83 Int. Feet (Unless Otherwise Noted). NGS OPUS Solution was used to establish coordinates.



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: June 17, 2024

**SUBJECT: MINOR SUBDIVISION PLAT TO BE KNOWN AS MURPHY ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA**

I. RECOMMENDED ACTION

It is recommended City Council approve the proposed minor subdivision plat as provided in Attachment A.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community Development Director, 701-857-4022
Doug Diedrichsen, Principal Planner, 701-857-4022

III. DESCRIPTION

A. Background

The applicant seeks to replat outlots to create two platted lots. The resulting lot conforms to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district

B. Proposed Project
N/A

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations

B. Service/Delivery Impact:
N/A

C. Fiscal Impact
N/A
Project Costs

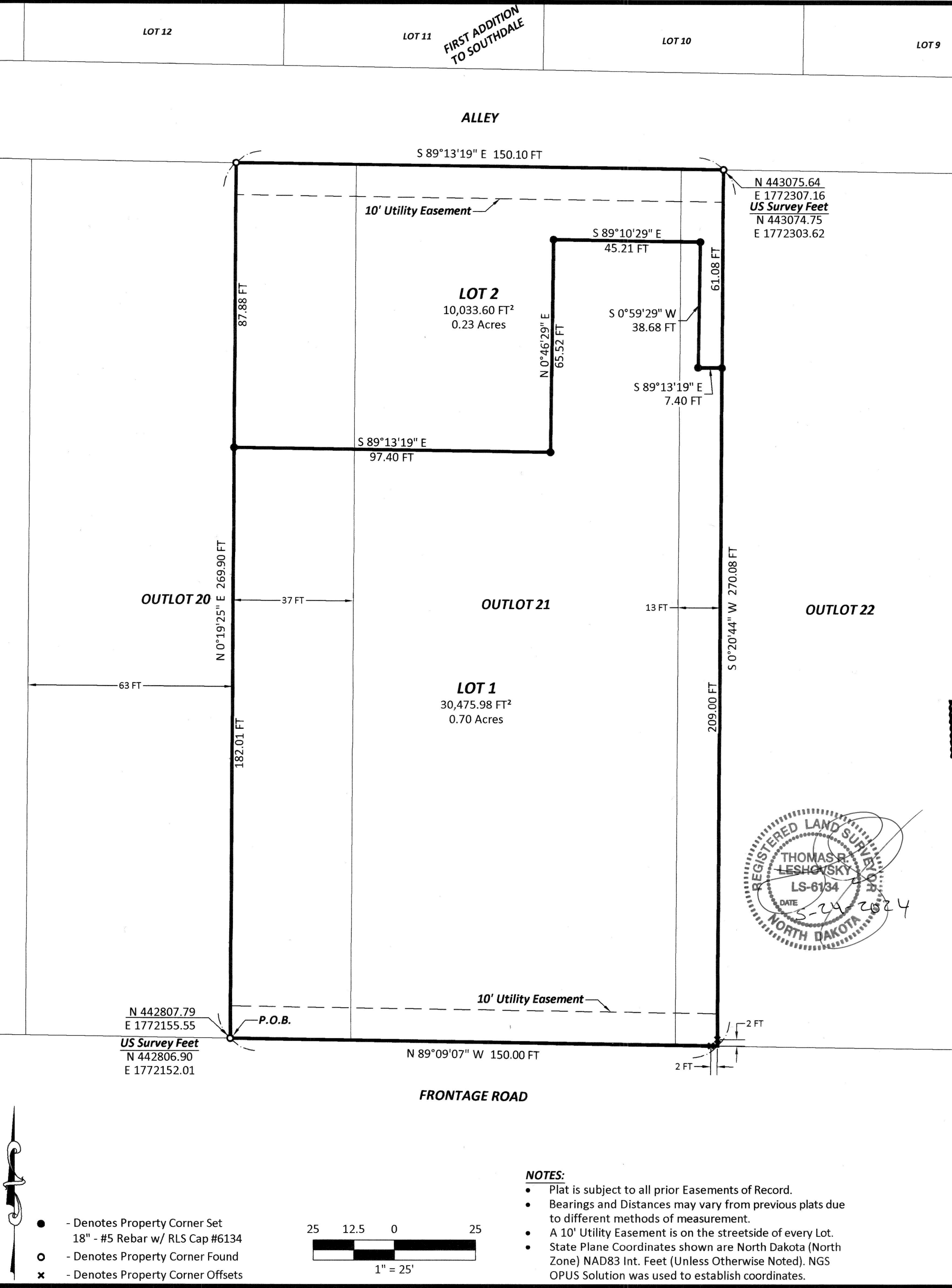
N/A

Project Funding

N/A

VI. ALTERNATIVES

The Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.



MURPHY ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA

OUTLOT 20 LESS THE WEST 63', ALL OF OUTLOT 21 AND THE WEST 13' OF OUTLOT 22
SEC 26, T155N, R83W,
to the City of Minot

DESCRIPTION:
Know all men by these presents that the JASBER, LLC, being Owner and Proprietor, of Outlot 20 less the West 63', all of Outlot 21 and the West 13' of Outlot 22, Section 26, Township 155 N, Range 83 W, of the 5th Principal Meridian, to the City of Minot, North Dakota, being more particularly described as follows:
Beginning a Property Corner, of Outlot 20, a Plat being on File at the Ward County Recorder's Office; Thence N 0°19'25" E, a distance of 269.90 FT, to a Property Corner, of said Outlot 20; Thence S 89°13'19" E, on the North Line of Outlots 20, 21 and 22, a Plat being on File at the Ward County Recorder's Office, a distance of 150.10 FT, to a Property Corner, of said Outlot 22; Thence S 0°20'44" W, a distance of 270.08 FT, to a Property Corner, of said Outlot 22; Thence N 89°09'07" W, on the South Line, of said Outlots 20, 21 and 22, a distance of 150.00 FT, to the Point of Beginning.
Said described tract, of land contains 0.93 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Murphy Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.

[Signature]
JASBER, LLC
Jason Soine - President

On this 24th Day of May, 2024, before me, a Notary Public in and for said State, Appeared Jason Soine, well known to be the person described in the foregoing description and acknowledged to me that he executed the same on his own free act and deed.

My commission expires

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

[Signature]
Notary Public, State of North Dakota

SURVEYOR'S CERTIFICATE
I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge and Belief.

[Signature]
Thomas R. Leshovsky P.L.S. #6134

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 24th Day of May, 2024, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

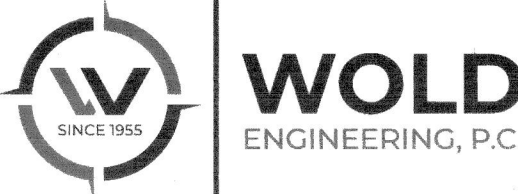
My commission expires

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

[Signature]
Notary Public, State of North Dakota

APPROVAL
I hereby certify that the Plat shown hereon has been approved by the Minot Planning Commission and the Minot City Council.

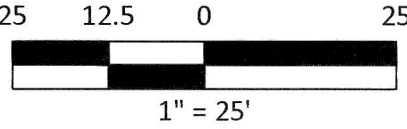
Approved: _____, 2024
Minot City Engineer



915 East 11th Street - PO Box 237 - Bottineau, ND 58318
110 8th Avenue Southwest - Minot, ND 58701
316 Eastdale Drive - PO Box 1277 - Bismarck, ND 58502

- NOTES:**
- Plat is subject to all prior Easements of Record.
 - Bearings and Distances may vary from previous plats due to different methods of measurement.
 - A 10' Utility Easement is on the streetside of every Lot.
 - State Plane Coordinates shown are North Dakota (North Zone) NAD83 Int. Feet (Unless Otherwise Noted). NGS OPUS Solution was used to establish coordinates.

- - Denotes Property Corner Set 18" - #5 Rebar w/ RLS Cap #6134
- - Denotes Property Corner Found
- × - Denotes Property Corner Offsets





TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: June 17, 2024

SUBJECT: LEASE RENEWAL HANGAR S1, SOUTHSIDE LOT 1

I. RECOMMENDED ACTION

It is recommended City Council approve the option of lease terms for hangar S1 owned by Scott Rustad; and authorize the Mayor to sign the contracts.

II. DEPARTMENT CONTACT PERSONS

Jennifer Eckman, Airport Director, 701-857-4739

III. DESCRIPTION

A. Background

Scott Rustad has been a long term tenant of Minot International Airport (MOT) and has never been in default of his payments. The current lease will expire on September 30, 2024 and has an option to extend for a total of two periods of five years each as extended terms. MOT received written notification from the lessee of intent to execute the first five-year lease extended option.

B. Proposed Project

City Staff recommends approving the option to renew the lease under the terms and conditions of the current ground lease agreement.

C. Recommendation Detail

Request received from tenant to renew and processed accordingly.

IV. IMPACT

A. Aspirations

Dynamic and Prosperous

B. Service/Delivery Impact:

The renewal of the lease will allow for the continuation of a positive longstanding relationship with a general aviation tenant that also maintains a positive working relationship with the general aviation community at Minot International Airport.

C. Fiscal Impact

Property is currently leased at \$1,023/per year, paid monthly and subject to annual CPI increases.

Project Costs

Air Revenue contract 11000000-34500

VI. ALTERNATIVES

Alt 1. The Council could reject the request to renew and direct City staff to terminate the lease agreement.

Alt. 2. The Council could suggest amendments to the current lease agreement.



**FIRST AMENDMENT AND RENEWAL OF
FIXED BASE OPERATOR LEASE WITH
SCOTT RUSTAD**

HANGAR S1 – SOUTHSIDE LOT 1

WHEREAS, the City of Minot entered into a fixed base operator ground lease agreement (Airport Lease) commencing May 1, 2004 and ending September 30, 2024, leasing Lot #1, Southside Development at the Minot International Airport to Scott Rustad; and

WHEREAS, paragraph 1.B. of the Airport Lease affords the Lessee an option to extend the term of the Airport Lease for a total of two (2) periods of five (5) years each, under the terms and conditions set by the City Council at the time of the renewal; and

WHEREAS, the City of Minot received notice from the Lessee that they would like to exercise their first option to extend the term of the Airport Lease; and

WHEREAS, MOT staff, City staff, and the Minot City Council have no objection to Lessee extending the term of the Airport Lease under the terms and conditions set forth in this First Amendment and Renewal of Fixed Base Operator Lease (Amendment and Renewal); and

NOW, THEREFORE, be it resolved that the Minot City Council consents to the extension of the Airport Lease with Scott Rustad for one (1) period of five (5) years, under the following terms and conditions:

1. The Renewal Period of the Airport Lease will begin on October 1, 2024 and end on October 1, 2029.
2. Commencing October 1, 2024, the following amendments to the Airport Lease shall become effective:
 - a. paragraph 3A of the Airport Lease shall be amended as follows:

For use and occupancy of the Leased Premises and privileges herein granted, the Lessee agrees commencing October 1, 2024, to pay the City monthly rent for the demised premises in the amount and manner set forth in the City of Minot's annual resolution establishing rates, fees, and charges pertaining to the Minot International Airport.

b. All references to the Federal Aviation Administration in the Airport Lease shall include and refer to any successor federal agency as determined by the Code of Federal Regulations, including the Department of Homeland Security (DHS) and the Transportation Security Administration (TSA).

c. Paragraph 36 of and Schedule A to the Airport Lease shall be amended to update the City's Notice address to the following:

City: Airport Director
MINOT INTERNATIONAL AIRPORT
305 Airport Road, Ste. 216
Minot, ND 58703

d. Schedule A to the Airport Lease shall be amended to increase the Lessee's Comprehensive Commercial Liability Insurance requirement to a combined single limit of \$2,000,000/occurrence. All other insurance requirements in Schedule A shall remain the same.

3. To exercise Lessee's second option to extend the term of this Airport Lease, Lessee shall give the City at least one year's prior written notice (on or before October 1, 2028) and shall not be in default of any of its obligations under this Renewal or the original Airport Lease.

The terms and conditions of this Renewal of Fixed Base Operator Lease shall become effective on October 1, 2024.

Passed and adopted this _____ day of _____, 2024.

ATTEST:

APPROVED:

Mikayla Williams, City Clerk

Thomas Ross, Mayor

May 27, 2024

City of Minot
Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703

Re: Airport Lease for Lot 1, South Side Hangar Addition –
Request for Renewal

The purpose of this letter is to exercise my option under my
Lease to extend the term of the Lease for the first Extended
Term, under Section 1(B). I respectfully request that the City of
Minot grant such an extension.

Respectfully,

Scott Rustad
Lessee

A handwritten signature in black ink, appearing to read "Scott K. Rustad", with a long horizontal flourish extending to the right.

RECEIVED MAY 07 2007

CITY OF MINOT
APPLICATION FOR AIRPORT GROUND LEASE

The following statement to be completed for a transfer request only:

I, Stephen Stripe, the holder of the airport ground lease known as Lot 1, South Side Hangar Addition, Minot International Airport hereby request that the lease be transferred to Shirley Rustad by the City of Minot Council.



Shirley Rustad
1919 60th Ave. NW
Roseglen, ND 58775

Signed:

Stephen Stripe

Signed:

Shirley Rustad

Signed:

Airport Director, Patrick Dame

Signed:

Mayor, Curt Zimbelman

70 x 75

Dr. Stripe

70 x 75

$$5,250 \times .12 = 630$$

$$\times 2.38 = 14.99 = 644.99$$

$$\times 1.82 = 11.74 = 656.73$$

$$\div 12 = 54.73$$

Dr. Lee

80 x 80

$$6,400 \times .12 = 768$$

$$768 \times 2.38\% = 18.28$$

$$786.28 \times 1.82 = 14.31$$

$$800.59 \div 12 = 66.72$$

AIRPORT LEASE

GROUND RENT NEW CONSTRUCTION

BY AND BETWEEN

**THE CITY OF MINOT, ND
AND
STEPHEN C. STRIPE**

For

**LOT 1, SOUTH SIDE HANGAR ADDITION
Minot International Airport**

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SCHEDULE A - MINIMUM INSURANCE REQUIREMENTS

EXHIBIT A - LEASED PREMISES

EXHIBIT B - LESSEE'S DRAWING AND LAYOUT PLAN

GROUND RENT LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Minot, North Dakota, a municipal corporation, hereinafter, the "City", and Stephen C. Stripe, hereinafter, the "Lessee".

WITNESSETH THAT:

WHEREAS, the City is the owner and operator of the Minot International Airport, hereinafter, the "Airport", located in the County of Ward, State of North Dakota, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation; and

WHEREAS, the City and Lessee have reached an understanding in principle which envisions the Lessee's construction of a Private General Aviation hangar and support space comprising approximately 5,250 square feet of enclosed space, the "Initial Improvements," in the Southwest quadrant of the Airport, without cost to the City; and

WHEREAS, the parties hereto desire to enter into a Lease Agreement, hereinafter, the "Agreement", granting the Lessee the use of certain premises at the Airport as hereinafter defined, and the use, together with others, of the Airport and its appurtenances;

NOW, THEREFORE, in consideration of the premises provided herein, the rights and privileges and the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. TERM

- A. The term of this Agreement shall be for twenty (20) years, commencing May 1, 2004, and ending September 30, 2024, unless sooner terminated as provided herein.
- B. The City hereby grants to the Lessee an option to extend the term of this Agreement for a total of two (2) periods of five (5) years each, the "Extended Terms", under the terms and conditions set by the City Council at the time of renewal. To exercise each option, Lessee (i) shall give the City at least one year's prior written notice and (ii) shall not be in default of any of its obligations hereunder at the time of providing notice to the City or at

any time subsequent to providing notice but prior to commencement of the Extended Term.

2. LEASED PREMISES

- A. The Leased Premises consists of: Lot 1, South Side Hangar Addition
- 1) The parcel (5,250 sq. ft.) of developed land as shown in Exhibit A, attached hereto.
 - 2) All improvements, including the Initial Improvements, now or hereafter constructed on the aforementioned land. The Initial Improvements shall consist of construction of a 40' x 40' hangar with a 1,600 sq. ft. structure and a parking area for vehicles as shown on Lessee's drawings and site plan, which are attached hereto as Exhibit B.
- B. It is hereby understood and agreed that any hangar placed and erected by the Lessee on the premises leased herein shall be and remain the property of the Lessee and may be removed by him within sixty (60) days after the expiration or cancellation of this lease, provided all rentals under this lease or other charges due the City have been paid. If the building cannot be removed because a mover cannot be arranged for during the 60 day time frame or the Lessee would suffer a severe economic impact attempting to meet that time frame, then the Airport Director may grant an extension not to exceed 60 additional days.

3. RENT, FEES AND CHARGES

- A. For use and occupancy of the Leased Premises and privileges herein granted, the Lessee agrees commencing May 1, 2004, to pay to the City a monthly rent for the demised premises the sum of Fifty-Four and 73/100ths Dollars (\$54.73) per month, in advance, upon the first day of each month and every month of said term at the office of the Airport Director, Minot International Airport, 25 Airport Road, Suite 10, Minot, North Dakota 58703-1457.
- B. The Lessee hereby agrees to pay all rent, fees and charges as imposed by the City from time to time when due.

4. ADJUSTMENT OF RENT

- A. During the remainder of the term of this Agreement, the annual rent payable hereunder shall be adjusted each year on March 1, by multiplying the annual rent payable in the next ensuing months (i.e., March through February, by a fraction, the numerator of which shall be the C. P. I. (as hereafter defined) published for the immediately preceding January, and the denominator of which shall be the C.P.I. published for January a year previously; provided, however, that the denominator for the first adjustment shall be the C. P. I. for the month of January, 2003. In no event shall the annual rent payable under this Article be less than the amount payable for the last adjustment period.
- B. The term "C.P.I." as used herein shall mean the Consumer Price Index for all Urban Consumers, in the Midwest Region, National Index, published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the C.P.I. shall be converted to the equivalent of the base year 1982-84 = 100.

5. FAILURE TO PAY RENT

- A. Failure to pay all rent, fees and charges when due or to comply with any other of the Lessee's financial obligations to the City under this Agreement, hereinafter, "monetary default", shall entitle the City to re-enter and take possession of the Leased Premises upon giving the Lessee ten (10) days advance written notice of its intention to do so, if said monetary default is not remedied within said (10) day period. However, the City may extend the time period to correct the default if it determines, in its sole discretion, that due diligence is shown by the Lessee in curing the default. All amounts not paid by the Lessee when due shall bear interest at the maximum rate allowed by law. If the Lessee does not cure the default within the 10-day period and the period is not extended by the City, the Agreement is terminated, and the Lessee must, vacate and surrender the Leased Premises.

6. USE OF LEASED PREMISES

- A. To use the said premises for the following purposes only: Storage of Aircraft.

- B. The Lessee may sublease any hangars or buildings or space contained therein constructed or to be constructed upon approval of the City Council.

The Lessee shall provide the CITY copies of all subleases existing between the Lessee and its tenants. The Lessee shall name the City in any subleases and shall set forth the City's interest in the rent to be paid by the Lessee's sublease under the sub lease. The Lessee shall not lease any of the building or hangars constructed or to be constructed upon the demised premises unless the sublease is in writing and a copy of the same is provided to, and approved by, the City. The Sublease is invalid unless first approved by the City.

The Lessee shall pay additional rent for the said demised premises the sum of 5% of the gross income or equivalent thereof derived from sources under any approved agreement to be paid on a monthly basis, based on the previous months revenues.

- C. Nothing contained in this Agreement shall give, or be construed to give, the Lessee any right to sell aviation fuel of any kind at the Airport.
- D. Lessee, its agents, employees, suppliers and invitees shall have the right of ingress and egress to and from the Leased Premises and the public use areas/facilities used in connection therewith, over the Airport property and roadways, subject to the Rules and Regulations governing the use of the Airport as promulgated by the City from time to time.
- E. Lessee agrees for itself, its agents and employees that it will not perform any acts or carry on any practices which could result in the necessity to repair or replace Airport property, at Lessee's expense, normal wear and tear excluded, or be a nuisance or menace to other users of the Airport.
- F. City covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold and enjoy the Leased Premises.
- G. City covenants and agrees that it is in lawful possession of the Leased Premises and has good and lawful authority to execute this Agreement.

7. LESSEE'S RIGHTS AND OBLIGATIONS

- A. Subject to and in accordance with all applicable laws and ordinances and such Rules and Regulations as may be adopted by the City for the operation thereof, Lessee may, together with others, use the Airport and its appurtenances together with all public use areas/facilities for the purpose of conducting its business as authorized in accordance with Article 6 hereof. The privileges granted hereby shall be non-exclusive, and include, without limiting the generality thereof the use of the Airport and its appurtenances for the purpose of landing, take-off, loading and unloading, taxiing, and parking of its aircraft or support equipment.
- B. Personnel conducting business at the Airport shall be neat, clean and courteous. Lessee shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner. Lessee agrees to require its employees or approved sublessees to wear suitable attire and, if the City shall so request, to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the City.
- C. Lessee shall observe and comply with any and all applicable Federal, State and local laws, statutes, ordinances and regulations and shall abide by and be subject to all Rules and Regulations and Minimum Standards which are now or may be promulgated by the City concerning operation and use of the Airport.
- D. Lessee shall be responsible for all its expenses in connection with its operation at the Airport and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Lessee, and to secure all such permits and licenses.
- E. To the extent of its capabilities, Lessee agrees to cooperate with the City and/or any other airport user in dealing with aircraft or airline related emergencies at the Airport.
- F. Lessee or its agents shall coordinate with the City and the control tower and promptly remove any of its disabled aircraft and those of its approved sublessees from any part of the Airport, including without limitation, runways, taxiways, aprons and aircraft parking position and place any such aircraft in such storage areas as may be designated by the City. Such storage of disabled aircraft may be subject to a storage fee. Should Lessee fail to remove any of its disabled aircraft promptly, the City may, but shall not be

obligated to, cause the removal and Lessee shall reimburse the City for all costs of such removal. Lessee hereby releases the City from any and all claims for damages to the disabled aircraft or otherwise from or in any way connected with such removal by the City. This section shall be subject to the jurisdiction, rules and regulations of the National Transportation Safety Board or its successor agency.

8. CITY'S RIGHTS AND OBLIGATIONS

- A. The City agrees that it will operate the Airport in a manner consistent with standards established by the Federal Aviation Administration, or any successor Federal agency exercising similar powers for airports of comparable size and in accordance with rules and regulation of the Federal Aviation Administration and any other governmental agency having jurisdiction thereof.
- B. From time to time, the City may adopt and enforce Rules and Regulations and Minimum Standards pursuant to FAA Advisory Circular 150/5190 1A, "Minimum Standards for Commercial Aeronautical Activities on Public Airports." with respect to the occupancy and use of the Airport, hereinafter, "Minimum Standards". Lessee agrees to observe and obey any and all such Rules and Regulations and Minimum Standards and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors and invitees, to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan as promulgated.
- C. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such Rules and Regulations, Minimum Standards and applicable laws.

9. UTILITIES AND MAINTENANCE

- A. The Lessee shall, at its expense, contract with and obtain all required permits from the appropriate City departments for any utility services to be provided to the Leased Premises, paying any required connection fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the providers of such utilities.
- B. The Lessee will also, at its expense, contract with the furnishers of all other utilities for

the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises. The location and routing of all utilities on the Airport must have the written approval of the City. The City shall allow the providers of such utilities reasonable access to the boundaries of the Leased Premises for the installation and maintenance of their utility systems.

C. The City shall not be responsible for bringing any utilities to the Leased Premises.

10. CONSTRUCTION, MAINTENANCE AND REPAIR OF LEASEHOLD
IMPROVEMENTS/TRADE FIXTURES

A. Lessee may construct or install, at its own expense, any equipment, improvements and facilities, including the Initial Improvements and additions thereto, communication, meteorological and navigational equipment, and any additions thereto, on all or any part of the Leased Premises, under the conditions as hereinafter set forth. Lessee shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition, reasonable wear and tear excepted.

1) No improvements, structures, alterations, or additions shall be made in, to, or upon the Leased Premises without the prior written consent of the City, and all such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the City.

2) At the time of requesting approval by the City, the Lessee shall submit preliminary plans for such improvements, which shall conform to the general architectural scheme and overall plans adopted by the City for the Airport. Upon approval of said preliminary plans, the Lessee shall prepare and obtain the City's approval of working drawings and specifications which shall be a true and accurate reflection of the preliminary plans so approved. All construction shall conform to the approved working drawings and specifications. No substantial change, addition or alteration shall be made in said working plans or specifications or in the construction called therefor without the City's prior written approval. When construction work is commenced, it shall be completed with reasonable dispatch. Upon completion of said improvements, the Lessee shall furnish the City, at no charge, two (2) complete sets of "as built" drawings of the

improvements, as constructed, on CAD.

- 3) All improvements constructed by the Lessee pursuant to this Section shall conform in all respects to all applicable building codes, ordinances, statutes, rules and regulations of all governmental agencies having jurisdiction.
- B. No trade fixtures shall be installed without the prior written consent of the City and all such installations shall be in accordance with any conditions relating thereto then stated in writing by the City.
- C. The Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. The City shall not have any obligation to repair, maintain or restore, during the term of this Agreement, any improvements placed upon the Leased Premises by the Lessee, its successors and assigns.
- D. Additionally, the Lessee shall:
- 1) Keep the Leased Premises, at all times, in a clean and orderly condition and appearance, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.
 - 2) Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.
 - 3) Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
 - 4) Be responsible for the maintenance and repair of all utility services lines placed on the Leased Premises and used by the Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.
 - 5) Be responsible for snow removal on the Leased Premises including the aircraft parking ramp and the vehicle parking area.
- C. During construction of the Initial Improvements, the Lessee shall:
- 1) Be responsible for all damage to life and property due to the activities of Lessee,

its agents, employees and contractors, in connection with the construction of the Initial Improvements pursuant to this Agreement. Lessee specifically agrees that its agents, employees and contractors shall possess the experience and knowledge necessary to qualify them for the particular duties they perform.

- 2) Require individuals, firms or corporations providing professional services or undertaking the Initial Improvements pursuant to this Agreement, hereinafter, "Contractor", to procure and maintain insurance for liability for damages naming the City as additional-named insured, in the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of North Dakota covering all operations or services necessary for the conduct of the construction of the Initial Improvements whether performed by it or by Contractor. Copies of insurance certificates for such coverage shall be delivered to the City prior to the commencement of the construction of the Initial Improvements.
- 3) Obtain Workers' Compensation Insurance with the policy covering the obligations of Lessee and its Contractors in accordance with the provisions of the Laws of North Dakota and the City, covering all operations under this Agreement, whether performed by Lessee or its Contractors. This Agreement and any contract hereunder shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of the States Workers' Compensation Law.
- 4) Obtain Liability and Property Damage Insurance and unless otherwise specifically required by special specifications, each policy shall have limits of not less than:

Bodily Injury Liability
Each Occurrence \$500,000

Property Damage Liability
Each Occurrence \$500,000

for all damages arising during the policy period, shall be furnished in the type specified.

- (i) Contractor's Liability Insurance issued to and covering the liability for damages

- imposed by law upon the Contractor with respect to all work performed by it pursuant to this Agreement;
- (ii) Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon each subcontractor with respect to all work performed by said subcontractor pursuant to this Agreement;
 - (iii) Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under this Agreement performed for the Contractor by subcontractors;
 - (iv) Protective Liability Insurance issued to and covering the liability for damages imposed by law upon all employees, agents and contractors of the City both officially and personally, with respect to all operations under this Agreement by the Contractor or by its subcontractors, including omission and supervisory acts of the City;
 - (v) Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising, between the date of final cessation of the work and the date of final acceptance thereof, out of that part of the work performed by each.

11. INSURANCE, DAMAGE OR DESTRUCTION

- A. The Lessee shall procure and maintain, throughout the term of this Agreement, insurance protection for fire and extended coverage on the Initial Improvements and other improvements to the Leased Premises for eighty percent (80%) of their actual replacement cost. Such insurance shall be issued by insurers of recognized financial standing and authorized to conduct business in the State of North Dakota. If said insurers become financially incapable of performing under the terms of said policy, the Lessee will promptly obtain a new policy issued by a financially responsible carrier and shall submit revised evidence of insurance as previously provided. If the Lessee is, at any time, unable to obtain such insurance to the extent required, this Agreement shall automatically terminate unless the City is able and elects to insure the Initial Improvements and other improvements and Lessee is willing to pay the City the requisite insurance premiums and administrative charges therefor.
- B. The Lessee shall settle all losses directly with the insurance carrier. The proceeds of all

insurance shall be paid jointly to the City and the Lessee and shall be made available by the City to the Lessee for the repair and reconstruction of the improvements to the Leased Premises upon Lessee's presentation to the City of valid receipts evidencing Lessee's expenditures for the repair and reconstruction of the Leased Premises.

- C. Lessee shall, at its expense, replace and repair any and all of Lessee's fixtures, equipment and other personal property necessary to properly and adequately continue its operations on the Airport, but in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction except for requirements of construction codes existing at the time of repair or replacement.
- D. In the event Lessee elects not to repair and reconstruct the Initial Improvements and other improvements, the Lessee shall restore the Leased Premises to its original condition at the commencement of the term hereof and the insurance proceeds shall be retained by the City.
- E. In the event of damage or destruction of Airport property caused by the Lessee, its agents, employees, aircraft or other equipment, Lessee agrees to repair, reconstruct, or replace the affected property to the condition which existed prior to such damage or destruction. Lessee further agrees to cause such repair, reconstruction or replacement of affected property with due diligence and to the satisfaction of the City.

12. PURCHASE OF SUPPLIES AND SERVICES

- A. Should the Lessee contract with a third party to provide maintenance and service upon its aircraft or to furnish other services which might otherwise be performed by Lessee under this Agreement, such third party shall be deemed to be conducting a business at the Airport. The Lessee shall be responsible to the City for any third party performing for or contracted by the Lessee, shall assume all responsibility and liability in connection with such contracting and shall promptly obtain written approval of the City prior to the third party performing any maintenance or services. The City may impose charges and fees and impose Minimum Standards upon such third parties for services provided and rentals for facilities used.
- B. Subject to the above, Lessee may select suppliers, purveyors and furnishers of materials, supplies, equipment and services of its own choosing. Nothing in this Section

shall be construed as in any way limiting the general powers of the City to fully exercise its governmental or proprietary functions, or its obligations under any bond covenants, or Federal, state or local laws, rules or regulations.

13. SECURITY

- A. Lessee acknowledges its obligations for security on the Leased Premises as prescribed by the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) Regulations, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles to or on its Leased Premises and any aircraft operations area connected therewith.
- B. Lessee further agrees to abide by the rules and regulations adopted by the City in carrying out the City's obligations under the FAA and TSA Regulations and other security measures the City deems necessary from time to time for the proper identification of persons and vehicles entering the aircraft operations area.
- C. Lessee shall reimburse the City in full for any fines or penalties levied against the City for security violations as a result of any actions or omissions on the part of the Lessee, its agents, suppliers, or employees for any violation occurring at any airfield access point under the control of the Lessee.

14. CITY'S RIGHT TO ENTER LEASED PREMISES

The City reserves the right to enter the Leased Premises and improvements at any reasonable time, with prior notification, throughout the term of this Agreement. When, for any reason, an entry is deemed necessary, and Lessee is not present to permit such entry, the City, its agents and employees, shall be permitted to enter the Leased Premises and improvements. The City's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Leased Premises or improvements at reasonable times and in a reasonable manner for purposes consistent with its responsibilities as owner and operator of the Airport.

15. INDEMNITY AND WAIVER OF DAMAGES

The Lessee shall keep and hold the City of Minot, its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss,

damage expense or cost, including attorneys fees (where allowable by law), incidental to the investigation and defense thereof claimed by anyone by reason of injury, or death or damage to persons or property sustained as a result of the Lessee's use of the Leased Premises and operations at the Airport, excluding only claims (a) City's acts or omissions covered by City's general liability insurance or (b) caused by the gross negligence or willful misconduct of the City, its elected and appointed officials, agents and employees, or the negligence of said parties in concert with a third party, provided, that, the City shall give the Lessee prompt and reasonable notice of any such claim or action made or filed against it, and shall tender the defense thereof to Lessee. In the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, rendered against the City for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal.

16. ENVIRONMENTAL CONSIDERATIONS

In order to assure that the Leased Premises described in Section 2.A hereof are environmentally acceptable, the City shall conduct on or before August 1, 2003 Phase I and, if required, Phase II Environmental Baseline Studies consistent with protocols approved by the City, the "First Studies", to ascertain whether adverse environmental conditions or hazardous materials exist on the Leased Premises. The costs of such First Studies shall be borne by the City. If the First Studies reveal the presence of adverse environmental conditions or hazardous materials on the Leased Premises, appropriate remedial action as is required by law shall be undertaken. The City shall be responsible for all costs of such remedial action relating to adverse conditions, provided, however, that nothing herein shall be construed as a limitation of the City's rights to pursue contributions from third parties who might have caused or contributed to such adverse conditions. Upon expiration or earlier termination of this Agreement, additional Phase I and Phase II Environmental Baseline Studies shall be conducted by the City and paid for by the Lessee, the "Second Studies", to determine if the Lessee has caused or allowed

adverse environmental conditions to occur. If so, Lessee shall be liable for, and be required to immediately undertake, at its sole cost and expense, all remedial actions as required by applicable law.

17. INSURANCE

- A. Lessee shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified in Schedule A attached hereto, and insurance shall be placed with companies or underwriters satisfactory to the City. The insurance policy(ies) shall be the standard commercial general liability insurance coverage, covering all operations of the Lessee within the City of Minot and shall include, but not by way of limitation, personal injury, property damage, hangar keepers, products liability, automobile, aircraft and contractual coverage. The City of Minot, its elected and appointed officials, agents and employees shall be named as additional insureds with respect to Lessee's use of the Airport and the Leased Premises which are the subject of this Agreement.
- B. Lessee shall promptly upon execution of this Agreement, furnish to the City appropriate certificates of insurance evidencing coverage effected and to be maintained for the term of this Agreement. The coverage shall not be less than the amounts specified in Schedule A; such limits are subject to periodic adjustments upward by Lessee based on Lessee's own assessment of the risks associated with its operations at the Airport. City shall not in any event be liable for any shortfall in Lessee's coverage. The insurance policies shall not be subject to cancellation or material change except after notice to the City by registered mail at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the City at least thirty (30) days prior to such expiration. "Endeavoring to provide" thirty (30) days notice of cancellation or change in the policy is not an acceptable endorsement.

18. SIGNS

Lessee shall have the right, at its own expense, to install and maintain a sign solely for the purpose of address identification. Prior to installation of such sign, the Lessee shall submit plans and obtain the approval of the City Council. Said approval shall not be unreasonably withheld. In the event signs are removed and not replaced, Lessee shall repair or restore the affected areas to their original condition, including removal of any

structural and electrical elements used in conjunction therewith. At the expiration or earlier termination of this Agreement, the Lessee shall, at its sole cost and expense, remove all signs and supporting structural and electrical elements and restore the affected areas to their original condition.

19. TAXES

Lessee agrees to pay all lawful property and sales taxes and assessments which, during the term of this Agreement may be levied or charged by the State, County, City or other tax-levying body upon Leased Premises. Nothing herein shall prevent the Lessee from protesting, through due process, any taxes levied. Upon expiration or termination of this, the Lessee shall pay all property taxes prorated to the ending date of this Agreement. Failure to pay property taxes or special assessments when due, prior to delinquency, will be considered a breach of this lease.

20. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The Leased Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

- A. It is understood and agreed to by Lessee that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958 and as amended.
- B. During the time of war or national emergency, City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.
- C. This Agreement shall be subject to the terms of any Sponsor's Assurances and agreements now required or imposed in the future, between the City and the Federal Aviation Administration or any successor Federal agency.
- D. This Agreement shall be subordinate to the provisions of any existing or future agreement between the United States Government and the City relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a

condition precedent to the expenditure of Federal funds for the development of the Airport. Failure of Lessee to comply with the requirements of any existing or future agreement between the City and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder, subject to Lessee's right of appeal and condemnation rights.

21. CITY'S RIGHT OF TERMINATION

In addition to any conditions as specified herein and all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following occur:

- A. If, by or pursuant to any order or decree of court or governmental authority, board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee diligently and in good faith contests the same, any notice of cancellation shall be and become null, void and of no effect.
- B. If Lessee shall voluntarily abandon or discontinue the conduct and operation of its activity at the Airport for a continuous period of ninety (90) days, except when such abandonment is caused by fire, earthquake, war, strike or other calamity beyond the Lessee's control.
- C. If Lessee shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, provided that upon the happening of any contingency recited in this Section, Lessee shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of receipt of such notice, the default, breach or complaint shall not have been corrected in a manner satisfactory to the City, then and in such event, the City shall have the right at once to declare this Agreement terminated. The City does, however, reserve the right to extend the time period to correct the default if, in its opinion, due diligence is shown by Lessee in curing the default.

- D. If under any of the foregoing provisions of this Article, the City shall have the right to re-enter and take possession of the Leased Premises, the City may enter and eject Lessee and those claiming through or under it, and remove their property and effects (using reasonable force, if necessary) without any liability therefore; without prejudice to any remedies of the City in the event of default by the Lessee; and without liability for any interruption of the conduct of the affairs of Lessee or those claiming through or under it.

22. LESSEE'S RIGHT OF TERMINATION

- A. In addition to all other remedies available to the Lessee, this Agreement shall be subject to termination by Lessee should any one or more of the following occur:

- 1) The issuance of any order, rule or regulation by the Department of Transportation, the Federal Aviation Administration, or its or their successor Federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Airport provided, that, none of the foregoing has been initiated, caused or contributed to by the Lessee;
- 2) The breach by the City of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the City and the failure to remedy such breach for a period of sixty (60) days after written notice from Lessee of the existence of such a breach;
- 3) The assumption by the United States Government or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict Lessee from conducting its business, if such restrictions be continued for a period of ninety (90) days or more;
- 4) The inability of Lessee to conduct its business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (1) any law, or (2) any rule, order, judgement, decree, regulation or other action or nonaction of any governmental authority, board, agency or officer having jurisdiction thereof, without fault of the Lessee;
- 5) The taking of the whole or any part of the Leased Premises by the exercise of any right of condemnation or eminent domain.

- B. In the event any of the contingencies described in this Article 22, Section A, Paragraphs 1, 3, 4 and 5 herein occur, the rent shall be abated for those portions of the Leased Premises which are rendered untenable from the time of such happening until the affected premises are returned for Lessee's use.

23. AGREEMENT SUBORDINATE TO BOND INSTRUMENTS

This Agreement and all rights of the Lessee hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the City of Minot to secure any bonds authorized by law to be issued for the development or improvement of Minot International Airport, and the City and the Lessee agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the City hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Lessee and the City with the terms and provisions of the bond covenant. Lessee shall receive notification of any new bonding ordinance affecting City's Airport operations.

24. ASSIGNMENT AND SUBLETTING

Neither Lessee nor any successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, assign, sublet, transfer or encumber any of Lessee's rights in and to this Agreement or any interest therein, nor license or permit the use or the rights herein granted in whole or in part without the prior written consent of the City. Such consent shall not be unreasonably withheld, provided, that, any such assignee shall be professionally qualified to do business on the Airport, acceptable to the City, possess sufficient financial resources and security to assure compliance with all the terms and conditions of this Agreement and the Airport's Minimum Standards. This Agreement must be included in, and made a part of, any sublease agreement and the sublessee must agree in writing to comply with all the terms and conditions of this Agreement as they may apply to a sublessee.

25. ADVANCES BY THE CITY

If the Lessee should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the City may, at its sole option and after giving written notice to the Lessee, perform such act on

behalf of the Lessee. Upon notification to the Lessee of the cost thereof by the City, the Lessee shall promptly pay the City the amount due, including fees and service charges as additional rent.

26. LEGAL CLAIMS AND ATTORNEY FEES

- A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Leased Premises or the operation of the Lessee's business at the Airport. The City and Lessee shall each have the right to settle and/or defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Lessee is an independent contractor in every respect, and not the agent of the City.
- B. If any legal action is instituted by the parties hereto to enforce this Agreement, or any part thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and court cost. Any such legal action shall be commenced and maintained in Ward County, North Dakota, regardless of Lessee's residence or place of business.

27. ENCUMBRANCES AND LIENS

- A. The fee interest in the Leased Premises may not be encumbered by the Lessee for any purpose.
- B. Subject to the prior written consent by the City, Lessee may encumber this Agreement, its leasehold estate and its improvements thereon by deed of trust, leasehold mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of Lessee, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of developing the Leased Premises and the Initial Improvements thereon.
- C. In the event any such approved deed of trust, mortgage or other security-type instrument, should, at any time, be in default and be foreclosed, or transferred in lieu of foreclosure, the City will accept the approved mortgagee or beneficiary thereof as its new tenant under this Agreement with all the rights, privileges and duties granted and imposed in this Agreement, subject to the conditions set forth in Article 24 of this Agreement.
- D. Any default, foreclosure or sale pursuant to said deed of trust, leasehold mortgage or

other security instrument, shall be invalid with respect to this Agreement without prior notice thereof to, and approval by, the City. Upon prior written approval by the City, said mortgagee or beneficiary may assign this Agreement to its nominee, if nominee is a reputable, professionally qualified and financially responsible person in the opinion of the City. Any deed of trust, leasehold mortgage or other security instrument shall be subject to all the terms, covenants and conditions of this Agreement and shall not be deemed to amend or alter any of the terms, covenants or conditions of this Agreement.

28. NONDISCRIMINATION

- A. Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises, for a purpose for which a United States Government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- B. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said

Regulations may be amended.

- C. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart E. Lessee assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake an affirmative action program and that they will require assurances from their suborganizations, to the extent required by 14 CFR Part 152, Subpart E, to the same effect.
- D. Lessee agrees to comply with Section 296 and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions. In addition, Lessee agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, P.L. 101-336, July 26, 1990, 42 USC 12101, et seq.; and all pertinent regulations pursuant thereto. Lessee shall not discriminate in the use of the Leased Premises or any access thereto if such Leased Premises are used as a public accommodation or in connection with a public service. Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- E. In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this article. This article is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- F. Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility on the Leased Premises providing service to the public and shall include thereon a provision

granting the City a right to take such action as the United States may direct to enforce such covenant.

- G. Lessee shall indemnify and hold harmless the City from any claims and demands of third persons including the United States of America resulting from Lessee's noncompliance with any of the provisions of this Article and Lessee shall reimburse the City for any loss or expense incurred by reason of such noncompliance.

29. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the Agreement and use of the Leased Premises demised in Article 2 herein, shall limit or modify its terms. This Agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Agreement shall not be subject to modification or change except by written instrument duly signed.

30. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

31. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the City to any act by Lessee requiring City's consent shall not be deemed to constitute consent to any subsequent similar act by Lessee.

32. CHOICE OF LAW AND VENUE

This Agreement is to be construed in accordance with the applicable laws, rules and regulations of the State of North Dakota and the County of Ward and the venue for any

civil action shall be the Ward County, North Dakota.

33. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

34. HOLDOVER POSSESSION OF LEASED PREMISES BY LESSEE

Any holding over at the expiration of this Agreement shall constitute a month-to-month tenancy.

35. APPROVAL OR DIRECTION BY CITY

Wherever consent, approval or direction by the City is required under this Agreement, such consent, approval or direction by the City shall be effective if given by the Airport's Director or his/her designee in writing in the manner set forth in this Agreement. Nothing requiring consent, approval or direction from the City shall be unreasonably requested by Lessee nor shall such consent, approval or direction be unreasonably withheld by the City.

36. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, postage prepaid, or courier, via Airborne, DHL, FedEx, UPS to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

City: Airport Director

Minot International Airport
25 Airport Road, Suite 10
Minot, ND 58703-1457

Lessee:

Stephen C. Stripe
2312 Crescent Drive
Minot, ND 58703

The date of service of such notice shall be the date such notice is delivered by hand or is deposited in a Post Office of the U.S. Postal Service or with a courier service.

37. ARTICLE HEADINGS

Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

38. ENTIRE AGREEMENT

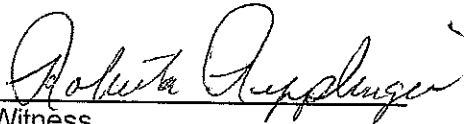
This Agreement consists of Articles 1 to 38, inclusive, Schedule A and Exhibits A, and B.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year written.

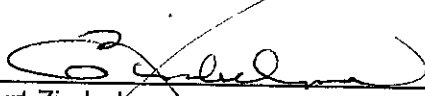
RECOMMENDED APPROVAL
TERMS AND CONDITIONS BY:

APPROVED AS TO FORM AND
LEGALITY BY:

ATTEST:


Witness

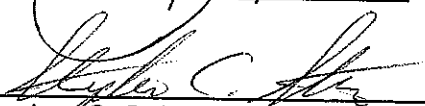
CITY OF MINOT, NORTH DAKOTA


Curt Zimbelman
Mayor

Date: 04/29/04

ATTEST:


Witness


Stephen C. Stripe

Date: 4-28-04

SCHEDULE A
MINIMUM INSURANCE REQUIREMENTS

The Lessee, at its own cost and expense, shall keep and hold the City of Minot, its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss, damage expense or cost, including reasonable attorneys fees incidental to the investigation and defense thereof claimed by anyone by reason of injury, or death or damage to persons or property sustained as a result of the Lessee's use of the leased Premises and operations at the Airport, excluding only claims caused by the gross negligence or willful misconduct of the City, its elected and appointed officials, agents and employees, or the negligence of said parties in concert with a third party, provided, that, the City shall give the Lessee prompt and reasonable notice of any such claim or action made or filed against it, and shall tender the defense thereof to Lessee. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, rendered against the City for any cause for which the Lessee is liable hereunder shall be conclusive against the Lessee as to liability and amount upon the expiration of the time for appeal.

SOUTH SIDE ADDITION

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TO: Mayor Ross
Members of the City Council

FROM: Justin Sundheim, Police Captain

DATE: June 17, 2024

**SUBJECT: ACCEPTANCE OF WELLNESS CANINE DONATION FROM
BLUEGRASS BERNADOODLES**

I. RECOMMENDED ACTION

It is recommended City Council accept the donation of the wellness comfort canine from Bluegrass Bernadoodles.

II. DEPARTMENT CONTACT PERSONS

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

Justin Sundheim, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

The police department's commitment to the wellness of our officers/staff remains a top priority. A wellness/comfort canine (Animal Assisted Therapy-AAT) can improve person's social, emotional, and cognitive functioning. AAT support in the workplace culture is not meant to replace other services or approaches, it is meant to augment. Law enforcement stress and exposure to trauma may occur daily. Immediate, easy exposure to AAT may assist trauma processing for officers who may otherwise be reluctant to other means of assisted trauma processing.

B. Proposed Project

Once received, the wellness/comfort canine will begin training toward recognized certification in comfort/therapy. The canine will not only be available to our staff, but may provide service opportunities for victims of trauma who are at the department for reasons such as a victim interview.

C. Recommendation Detail

Bluegrass Bernadoodles has assisted other law enforcement agencies across the nation. Their canines have proven track records for temperament, health, as

well as other qualities that make them ideal canines for comfort/Animal Animal-Assisted therapy (AAT) services.

IV. IMPACT

A. Aspirations

Resilient and Prepared
Excellent and Connected

B. Service/Delivery Impact:

A healthy officer/staff is a safer, more productive individual. As a result, officers/staff who are healthy increase the likelihood of high-quality public safety services for our community.

C. Fiscal Impact

Project Costs

Equipment and associated costs will come from grant funding or the existing department budget. The canine being donated is valued at \$3,500.

Project Funding

N/A

VI. ALTERNATIVES

Alt. 1 - The council could reject the donation and direct staff to find alternative funding for a wellness canine.

Alt. 2 - The council could reject the dotation and direct staff to find alternative wellness objectives/initiatives other than a wellness canine program.



TO: Mayor Ross
Members of the City Council

FROM: Lisa Jundt, Human Resource Director

DATE: June 17, 2024

SUBJECT: TELEWORK POLICY

I. RECOMMENDED ACTION

It is recommended City Council approve the Telework Policy.

II. DEPARTMENT CONTACT PERSONS

Lisa Jundt, Human Resources Director, 701-857-4753

III. DESCRIPTION

A. Background

Due to challenging workforce issues, the City recognizes the need to be flexible in the work environment and be open to the possibility of working remotely.

B. Proposed Project

The proposed Telework Policy will be beneficial to existing staff and may be used as a recruitment tool in attracting new talent for positions that are difficult to fill.

C. Recommendation Detail

Executive staff have collaborated to provide a comprehensive Telework Policy defining eligibility requirements for those seeking to work remotely, with the understanding that this policy does not apply to all positions.

IV. IMPACT

A. Aspirations

Resilient and Prepared to meet ongoing challenges associated with workforce issues.

B. Service/Delivery Impact:

Work flexibility may, improve services provided by the employees, and help improve the recruitment process for difficult to fill positions.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

- A. Do not approve the Telework Policy.
- B. Provide amendments to the Telework Policy.

CITY OF MINOT TELEWORK POLICY

OBJECTIVE

In the interest of providing flexible work environment arrangements when consistent with business needs as part of the City's strategy to attract and retain a highly qualified and skilled workforce to serve the citizens of Minot, as well as respond to unforeseen weather and/or disaster events, the City endorses telework as a work option on either a 1) regular and recurring or 2) situational basis for employees under certain conditions as described in this policy. Telework is an option for consideration by the employee, supervisor, and department head and is not an entitlement, nor is it an expressed benefit of employment. Telework does not change the terms and conditions of employment with the City of Minot.

SCOPE

This policy applies to all employees of the City of Minot.

GENERAL STANDARDS AND EXPECTATIONS

The use and approval of telework is at the sole discretion of the City of Minot. Not all work situations are appropriate for telework, nor is telework appropriate for all employees. The City of Minot must ensure that an appropriate telework location and an appropriate framework of expectations exists prior to entering into a telework agreement with the employee. Approval of the City Manager will be required for any employee regularly teleworking 80% of their scheduled hours and further than 100 miles away from the City of Minot. The City may change or terminate a telework agreement at will, at any time, without cause or notice.

Employees desiring to request a telework arrangement must submit a **Telework Application** which will aid the employee's supervisor, department head, and Human Resource Director in determining the telework suitability of the job, the employee, and the supervisor. The supervisor, after conferring with the department head and the Human Resource Director, will consider the following factors in determining whether or not to permit an employee to telework:

- The need for hands-on work, or face-to-face interaction between the employee and the public, other employees, and other third parties.
- Work habits of the employee and their fit for telework.
- Are job responsibilities appropriate for telework.
- Is the employee able to provide adequate workspace for telework.
- Frequency, and duration of the telework request, i.e. situational vs. regular and recurring arrangement.
- The ability to measure the employee's performance.
- The support needs of the employee.
- The supervision needs of the City.
- The cost and availability of necessary equipment.
- Impact upon workload of co-workers.
- Multistate compliance implications. The employee and supervisor/department head must assess and determine any tax or legal implications under federal, state and local laws including any restrictions on working from a home-based office. Responsibility for fulfilling obligations in this area rests solely with the employee.
- Any other applicable business needs or concerns.

Training Requirement:

Upon acceptance to the program both the employee and supervisor will be expected to complete a training course designed to prepare them for the telework experience.

Telework Agreement

If the employee's supervisor, department head, and Human Resource Director approve of a telework arrangement, the terms and conditions of the arrangement shall be set forth in a signed **Telework Agreement**. This agreement must be signed by the supervisor and employee prior to the start of any telework.

Compensation and Work Hours: The employee's compensation, benefits, work status, and work responsibilities will not change due to participation in the telework program. Employees who are covered by the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the appropriate time keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the teleworker's supervisor. Failure to comply with this requirement may result in immediate termination of the teleworking agreement.

EMPLOYEE EXPECTATIONS

- **Personal Activities:** Telework hours are regular work hours and may not be used as a substitute for personal activities, such as primary dependent care or errands. Just as with regular work hours, teleworkers are expected to follow City leave policies and procedures to request time off from telework to engage in non-work activities. Prospective teleworkers are encouraged to discuss expectations of teleworking with their family prior to entering into a telework arrangement with the City.
- **Work Schedule/Meetings:** Prior to entering into a telework agreement, the supervisor and employee must discuss the work schedule, including normal workday hours, breaks, core hours, and the use of leave. The work schedule must comply with the FLSA and City policies and procedures, and pay plan. Non-exempt employees will be required to notify/request any Overtime requests with their supervisor per departmental policy. The supervisor must determine the number of days per week/payroll period that the employee will be permitted to telework.

Unless excused by the supervisor, the telework employee must attend all assigned meetings, including those which normally would be held on a telework day. The supervisor shall determine whether the teleworker's attendance at the meeting must be in-person, or if the teleworker may attend the meeting remotely from the designated telework location.

- **Location and Travel:** Normal commute time between a telework location and the permanent/principal work location is not considered work time. However, If the commute occurs during the teleworker's normally scheduled work hours, then the travel time between the telework location and the permanent/principal work location is considered work time. For example, if a teleworker begins work at the telework location at 8 a.m., and then travels to the permanent/principal work location beginning at 10 a.m., travel time would be considered work time.

Travel home from the permanent/principal work location, and vice versa, is not work time unless the teleworker continues to perform work activity at the telework location after returning from the permanent/principal work location. All costs related to travel are the responsibility of the employee.

- **Communications:** Teleworkers must be reachable by co-workers, supervisors, and administrators during agreed-upon hours via Teams, email, or phone (preferably all three). Teleworkers must notify assigned office staff and/or their supervisors if they leave their telework location during work hours, just as they would if they worked in the permanent/principal work location. They must also notify the supervisor if they are not performing work due to PTO time and must follow the normal procedures for requesting time off.
- **Supplies and Expenses:** City will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Supplies needed for the telework location will be obtained through the normal supply request procedures. City will also reimburse the employee for business related expenses, such as phone calls and shipping costs, that are reasonably incurred while carrying out the employee's job. A teleworker must seek prior approval from the supervisor for expenses that will be incurred. Approved expenses will be reimbursed in accordance with existing City policies.
- **Responsibilities When Telework Location is in the Home:** The teleworker is responsible for establishing and maintaining a safe and adequate telework location in the home. The designated telework location may be subject to review and approval by the supervisor to ensure that it is conducive to performing work. The teleworker will be responsible for all costs related to modifications of the telework location including but not limited to remodeling, furniture, or electrical modifications. In-person business meetings may not be held in the home telework location; meetings may be conducted in a public setting outside the home or via video conference, phone conference, or other electronic means.
- **Privacy and Security:** Teleworkers must make arrangements with their supervisors regarding any necessary access to confidential or sensitive information while working at a telework location. The information type will be documented in the telework agreement before the teleworker may take the information from the principal/permanent work location. Teleworkers are responsible for protecting the privacy and confidentiality of data and information at the telework location, which includes compliance with information technology security policies. Teleworkers must ensure the security of data and information that is transported to and from the telework location.
- **Insurance:** Any insurance for City-owned equipment is the responsibility of the City. The City is not responsible for insuring the telework location. Teleworkers are responsible for purchasing personal insurance for employee-owned equipment and for the telework location, if desired. The City is not responsible for any loss or damage to any employee-owned equipment.
- **Return of Property:** Any City-owned property used specifically for telework purposes, documents, and other information must be returned upon termination of the telework agreement.

- **Notice to Supervisor:** Teleworkers are responsible for promptly notifying their supervisor of an equipment malfunction or failure of either City-owned or employee-owned equipment needed to do assigned work. If the malfunction prevents the teleworker from performing assigned tasks, the teleworker must notify the supervisor immediately.
- **Performance:** Teleworkers are responsible for maintaining satisfactory work performance. Declining or unsatisfactory work performance may result in termination of the telework agreement.
- **Inclement Weather/Closure of City Offices:** If City offices are closed due to inclement weather, or an emergency, any employee regularly scheduled to work at their telework location is expected to work as normally scheduled.
- **Taxes:** Federal and state tax implications of teleworking and use of the home as a teleworking location are the responsibility of the teleworking employee.

SUPERVISOR EXPECTATIONS

- **Communication Plan:** The supervisor must work with the teleworker to develop an effective communication plan. The communication plan should ensure that the teleworker effectively manages their workload, and that teleworking does not have a negative impact on the teleworker's supervisors, co-workers, team, customers, or the City's operations. In addition, the supervisor should set expectations for responding to emails and phone calls during the telework day and maintain regular communication with the teleworker.
- **Performance Expectations Plan:** The supervisor must develop a plan that defines performance expectations and deliverables and review the plan with the teleworker.
- **Emergency Plan:** The supervisor and teleworker must develop emergency and back up plans with necessary phone numbers and a messaging plan in case of an emergency (e.g. equipment failure)
- **Meetings:** The supervisor should endeavor to communicate planned meeting schedules to be attended in-person at the permanent/principal work location in advance within any available schedule-change notice to permit teleworkers to adjust their work schedules and work location accordingly.

EQUIPMENT AND MATERIALS

- **City-Provided Equipment:** The City will provide, at their sole discretion, computer hardware equipment, software, and telephone service deemed necessary for the teleworker to perform assigned work at a telework location. Equipment supplied by the City is to be used for business purposes only. Equipment provided by the City will be maintained by the City.
- **Record of Equipment:** The City must maintain a record of its hardware, software, and other equipment located at the telework location. The telecommuter employee must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft.

- **Business Use Restrictions:** All equipment, hardware and software agencies furnished to the teleworker remain the property of the City and are subject to the same business use restrictions as if the property was located on City premises. To ensure hardware and software security for City-owned equipment, all software used for teleworking must be approved by the City. City-owned software cannot be installed on employee- owned hardware unless authorized by the City. Employee-owned software cannot be installed on City-owned hardware. Teleworkers must continue to comply with information technology policies.
- **Permanent/Principal Location Workspace:** The City will provide the teleworker with a workspace when the teleworker works at the permanent/principal location.

DATA AND SECURITY

- **Data Practices:** Teleworkers must follow all applicable provisions of North Dakota Century Code and City data privacy policies when performing work at the telework location. Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of confidential materials and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.
- **Data Requests and Retention:** Data created and maintained during a telework arrangement generated for the purpose of conducting City business is subject to Century Code data practice requirements, and North Dakota open records statute. This means the teleworker is responsible for following proper retention and disposal procedures, as such data remains the property of the City, and the teleworker must return all such data to the City upon request of the City or upon the teleworker's separation from employment.

TELEWORK SITE

- **Safety:** The telework location is considered an extension of the City during the agreed- upon working hours. The designated telework location must accommodate any equipment to be used in work performed and the teleworker must protect the workspace from hazards and dangers that could affect the teleworker or the equipment. The City may, at its discretion, send a representative to visit the telework location, with advanced notice, to ensure that the equipment and work area are safe and free from hazards.
- **City-owned Equipment:** The telework location must accommodate any equipment to be used in work performed and the teleworker must protect the telework location from hazards and dangers.
- **Third Party Liability:** The City does not assume responsibility for injury or property damage to third parties that may occur at the telework location. If a City representative is visiting the telework location on City business and is injured, the injury may be covered by workers' compensation. The teleworker may not allow members of the public, vendors, or clients into their personal residence to conduct public business and is responsible for and assumes any liability for any injuries sustained by visitors to his or her work site. The teleworker must immediately report any accident or injury to the supervisor.

- **Workforce Safety Insurance:** An employee is covered by the City's Workforce Safety Insurance laws while acting in the course and scope of employment while in telework status. Any injury that occurs within the course and scope of employment must be reported to the supervisor immediately, using the City's standard workplace injury reporting process. The employee's designated telework location is considered an extension of City workspace only during scheduled teleworking hours for purposes of workers' compensation. If a telework location is outside the boundaries of the State of North Dakota, it may be necessary for the City to purchase workers' compensation coverage in the state where the telework is located.

TELEWORK AS AN ACCOMMODATION

- When requested by an employee, telework may be considered as a reasonable accommodation under the Americans with Disabilities Act. "Reasonable accommodation" is any change in the work environment or in the way things are customarily done that enables an individual with a disability to apply for a job, perform a job, or gain equal access to the benefits and privileges of a job as long as the accommodation does not cause undue hardship to the organization. The Human Resource Director or designee shall initiate an interactive process with the employee to determine the type of accommodation needed. To determine if any or all job duties can be performed at home, the supervisor must ensure that essential functions of the position have been identified and consideration given to the feasibility of teleworking on a 1.) regular and recurring or 2.) situational basis. The department head may waive certain telework eligibility requirements, modify the telework policy, or waive or modify other workplace policies to allow an employee with a disability to work from home as a means of reasonable accommodation. Employees will not be able to telework, as an accommodation, if it prevents the employee from performing the essential functions of the job or causes undue hardship to the organization.

The Human Resource Director has the right to select the most effective accommodation even if it is not the one preferred by the employee. For additional information, see [Enforcement Guidance: Reasonable Accommodation and Undue Hardship Under the Americans with Disabilities Act](#)



City of Minot Telework Application

Employee Name: _____ Position Title: _____

Department: _____ Supervisor: _____

Telework Arrangement Request (circle one): Regular and Recurring or Situational

Please describe how this position, job responsibilities, and individual employee working attributes are suited for telework:

SUPERVISOR

I have discussed the possibility of telework with the above-mentioned employee. I believe this employee is a good candidate based on job responsibilities and performance in his or her current position.

Supervisors Signature _____ Date _____

TELEWORK APPLICANT

I have discussed telework with my supervisor and understand that my application does not guarantee that I will be eligible for telework. I have read the telework policy and understand that it is not an entitlement and may not be appropriate for every employee. I understand that telework can be terminated at any time by the City of Minot or myself.

Telework Applicant Signature _____ Date _____

HUMAN RESOURCES

Approved _____ Rejected _____

Signature _____ Date _____

TELEWORK AGREEMENT |

The City of Minot endorses telework as a work option on either a 1.) regular and recurring or 2.) situational basis for employees under certain conditions as described in the City of Minot Telework policy. This document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee's telework arrangement. Each telework arrangement is unique depending on the needs of the position, supervisor, and employee. In defining a telework arrangement, the employee and their leadership are expected to evaluate the costs and benefits of telework, identify work expectations, and clearly communicate how expectations may be met.

This telework agreement is not a contract of employment, does not provide any contractual rights to continued employment, and may be terminated by the department at any time. It does not alter or supersede the terms of the existing employment relationship. Use this form to develop requirements for regular and recurring or situational telework, recognizing that **telework arrangements for situational telework will not typically result in the duplication of office equipment.**

Employee telework information

Employee Name:	Click here to enter employee name.
Job Title:	Click here to enter job title.
Department:	Click here to enter department.
Manager:	Click here to enter manager name.
Arrangement requested by:	☐ Employee
	☐ Employer
Telework arrangement (select one):	☐ 1 day per week
	☐ 2 days per week
	☐ 3 days per week
	☐ 4 days per week
	☐ Other; Click here to enter days per week.
	☐ Occasional or just in case telework
Address where telework will be performed:	Click here to enter address.
Telework arrangement effective dates:	Start date Click or tap to enter a date.
	End date, if applicable Click to enter a date. ☐ Indefinite (reviewed at least annually)

Work schedule and location

Regular and Recurring

Day of Week	Work Hours	Work Location
Sunday	Click here to enter work hours.	Click here to enter work location.
Monday	Click here to enter work hours.	Click here to enter work location.
Tuesday	Click here to enter work hours.	Click here to enter work location.
Wednesday	Click here to enter work hours.	Click here to enter work location.
Thursday	Click here to enter work hours.	Click here to enter work location.
Friday	Click here to enter work hours.	Click here to enter work location.
Saturday	Click here to enter work hours.	Click here to enter work location.

Situational

Explanation of potential occasional telework circumstances	Click here to enter explanation.
---	----------------------------------

Telework expectations

The general expectation for a telework arrangement is that the employee will effectively accomplish all of their regular job duties, regardless of work location.

I agree:

- To be available and responsive during scheduled work hours.
- My duties, obligations, and responsibilities as a telework employee are the same as onsite workers, including my obligation to respond to my voicemail, e-mail and other messages in a timely manner.
- While performing telework, I will work at the above-listed locations during my telework work schedule, unless I have received prior approval to temporarily work elsewhere.
- That any time off or overtime must be prearranged according to department guidelines and consistent with the rules applicable to my employment.

Specific expectations for this telework arrangement should be summarized in the table below. Additional rows may be added as needed.

Expectations	Manager's comments and expectations	Employee's comments and expectations
Communication with citizens / internal stakeholders, team, and manager	Click here to enter manager comments.	Click here to enter employee comments.
Working with family members at home (if applicable)	Click here to enter manager comments.	Click here to enter employee comments.
Events or activities which require in-person attendance.	Click here to enter manager comments.	Click here to enter employee comments.

Telework arrangement modification

An employee may request to end or modify an employee requested telework arrangement by providing no less than thirty calendar days' written notice of the request. This provision does not apply to telework arrangements made through the disability accommodation process. All employee-proposed changes are subject to departmental and Human Resources approval. **A telework employee who will be changing their telework location must immediately notify their supervisor and the Human Resources Department.**

Telework review

Specify a date to meet and discuss the effectiveness of the telework arrangement, or enter N/A.

Telework plan review date:	Click to enter a date.
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Equipment and technology access

The employee and employer agree to work together to ensure that the alternate worksite is safe, secure, productive, and ergonomically suitable as outlined in the City of Minot Telework Policy. In a telework arrangement, the employee and department shall work together to determine whether the City will issue new or additional equipment necessary to perform the job, or if an employee already has the required equipment, it may be determined that the employee will use their own equipment. Telework arrangements do not typically result in the duplication of office equipment.

Specify any equipment or technology the employee will need to telework and whether it will be employee or employer provided. In the event of equipment failure or service interruption, the employee must notify employer immediately to discuss alternate assignments or other options. Enter N/A if the item is not used.

Equipment by work location

Equipment	Permanent Work Location	Provided by	Telework Location	Provided by	Notes
Laptop	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Docking station	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Computer	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Mouse	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Keyboard	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Monitor(s)	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Desk	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Desk chair	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Web cam	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Phone	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Headset/microphone	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Power strip/extension cord	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Printer	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Office supplies	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.
Ergonomic modifications (e.g., keyboard tray, glare filter, foot stool, etc.)	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.	Click to enter text.

Additional details

Click to add additional details.

Policy and procedure acknowledgement

Policy/Procedure	Employee initials
I have read and understand City of Minot Telework Policy and any departmental telework standard operating procedures, and agree to comply with all City of Minot policies regardless of telework status	Click to add initials.

Employee Signature: _____ date: _____

I have reviewed the telework agreement herein for operational suitability and approve.

Department Head Signature: _____ **date:** _____

I have reviewed the telework agreement herein, including the proposed telework location address for any potential impact to the City of Minot, and approve.

Human Resources Director Signature: _____ **date:** _____



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: June 17, 2024

SUBJECT: DEAD LOOP REHAB STUDY

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the project and authorize the Mayor to sign contract documents; and**
- 2. Approve a budget amendment in the amount of \$24,160.00.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In April of 2024 city council approved a letter of request to the US Army Corps of Engineers for funding assistance on a study of water quality issues in the dead loops in Minot. USACE has approved our request.

B. Proposed Project

The project will consist of two phases. The first phase will be a background meeting to bring all the parties involved together to discuss the history of the dead loops and the issues with them. Following this meeting, USACE will take some time to work within their internal technical groups to do some research and comparison to similar projects across the country. The second phase will be a workshop where the Corps presents their findings and some potential projects that could be developed to make improvements to the dead loops. Some of the potential projects could qualify for additional cost share assistance through USACE. This study is estimated to cost \$48,320 and USACE will provide a 50/50 cost share. A cost share request will be sent to the SRJB as well since they have an interest in assuring the compatibility of the improvements with flood protection. The final breakdown of cost share will be 50% USACE, 25% City, 25% SRJB.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Degrading water quality has led to the dead loops becoming a source of frustration for residents that live near them. Excess algae and duckweed blooms lead to odor concerns. Large bodies of calm water create a favorable environment for mosquito hatches. The hope is that this study can develop some cost-effective ways to address some of the concerns about deadloops, leading them to be more of a community amenity.

C. Fiscal Impact

Project Costs

The study is estimated to cost \$48,320

Project Funding

This study was not contemplated in the 2024 budget. It is recommended the \$24,160 come from cash reserves.

VI. ALTERNATIVES

Council could elect to delay until 2025 and direct staff to account for this study in the 2025 budget

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31 U.S.C. 1352. 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.

Thomas Ross,
Mayor, City of Minot North Dakota

DATE: _____

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE STREET CONSULTANTS EXPENDITURES FOR THE DEAD LOOP REHAB STUDY AND APPROVE THE USE OF GENERAL FUND CASH RESERVES:

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

- §1: Amend the 2024 annual budget to increase the street consultants expenditures for the dead loop rehab study, using general fund cash reserves:

10040000-43040		24,160
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- §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

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
City of Minot, North Dakota
FOR THE PROVISION OF CERTAIN TECHNICAL ASSISTANCE

THIS AGREEMENT is entered into this ____ day of _____, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for St. Paul District (hereinafter the "District Commander") and the City of Minot, North Dakota (hereinafter the "Non-Federal Sponsor"), represented by the Mayor, Finance Director, and City Clerk.

WITNESSETH, THAT:

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended (42 U.S.C. 1962d-16), authorizes the Secretary of the Army to provide technical assistance related to the management of State water resources (hereinafter "Technical Assistance") to a State or non-Federal interest working with a State and to establish and collect fees for the purpose of recovering 50 percent of the costs of such assistance except that Secretary may accept and expend non-Federal funds provided that are in excess of such fee; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Government shall provide Technical Assistance in accordance with the attached Scope of Work, and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.
2. The Non-Federal Sponsor shall provide 50 percent of the costs of providing the Technical Assistance in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of providing the Technical Assistance are projected to be \$48,320, with the Government's share of such costs projected to be \$24,160 and the Non-Federal Sponsor's share of such costs projected to be \$24,160.
 - a. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsor shall provide the full amount of its share of costs by delivering a check payable to "FAO, USAED, St. Paul" to the District Commander or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's costs of the Technical Assistance, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

c. Following completion or termination of the Technical Assistance and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, St. Paul to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund any remaining unobligated amount. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

3. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

4. In addition to its required cost share, the Non-Federal Sponsor may determine that it is in its best interests to provide additional funds for the Technical Assistance. Additional funds provided under this paragraph and obligated by the Government are not included in calculating the Non-Federal Sponsor's required cost share and are not eligible for credit or repayment.

5. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the provision of the Technical Assistance. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

6. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to suspend or terminate the provision of Technical Assistance under this Agreement. Any suspension or termination shall not relieve the parties of liability for any obligation incurred.

7. The parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal

share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

8. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

9. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

10. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as shown below. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Sponsor:
City of Minot, North Dakota
PO Box 5006
Minot, ND 58702

If to the Government:
St. Paul District
332 Minnesota Street, Suite E1500
St. Paul, MN 55101

11. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

12. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF MINOT, NORTH DAKOTA

BY: _____
Eric R. Swenson
Col, U.S. Army
District Commander

BY: _____
Thomas Ross
Mayor

DATE: _____

DATE: _____

CITY OF MINOT, NORTH DAKOTA

CITY OF MINOT, NORTH DAKOTA

BY: _____
David Lakefield
Finance Director

BY: _____
Mikayla McWilliams
City Clerk

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer for the **City of Minot, North Dakota**, that the **City of Minot, North Dakota** is a legally constituted public body with full authority and legal capability to perform the terms of the **Agreement** between the Department of the Army and the **City of Minot, North Dakota** in connection with the **Souris River Oxbow Rehabilitation Workshop** and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this **Agreement**, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this **Agreement** on behalf of the **City of Minot, North Dakota** acted within **his or her** statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20 ____.

Stefanie Stalheim
City Attorney



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: June 17, 2024

**SUBJECT: PROFESSIONAL ENGINEERING AGREEMENT WITH NDDOT FOR
16TH STREET INTERCHANGE REHABILITATION STRUCTURE
PAINTING (4753.1)**

I. RECOMMENDED ACTION

It is recommended City Council approve the professional engineering agreement with the NDDOT and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

The NDDOT is programming a district-wide structure painting project to take place in 2026. One of the bridges that will be painted is the 16th St interchange on US Highway 2/52. Staff has been working with NDDOT to program this structure painting.

B. Proposed Project

The NDDOT will design the project and bundle it with other projects to obtain better bids. Since NDDOT will design the project, they require the City to sign a professional engineering (PE) agreement with NDDOT. The agreement stipulates that NDDOT will design and bid the project on the City's behalf. If the City unilaterally terminates the agreement, the City shall reimburse the NDDOT for costs to design the project.

C. Recommendation Detail

This is the typical NDDOT PE agreement the City has signed before. Staff feels comfortable with the terms and conditions presented in the agreement.

IV. IMPACT

A. Aspirations

Safe and Welcoming, Resilient and Prepared, Excellent and Connected

B. Service/Delivery Impact:

Painting the 16th Street bridge will keep the bridge in good condition and will keep the bridge looking aesthetically pleasing for our community.

C. Fiscal Impact

The project is slated to occur in 2026. Funds have been allocated as part of the 16th Street Interchange Rehabilitation project in the City's CIP.

Project Costs

\$222,558 Federal

\$ 52,442 Local

\$275,000 Total

Project Funding

Hub City Oil & Gas Funding

VI. ALTERNATIVES

Alternative 1: Council could choose not to move forward with the PE Agreement. In that case, the city would eventually have to paint the structure with 100% city funds.

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 6/6/2024

SUBJECT: Preliminary Engineering Reimbursement Agreement for Project SS-NHU-4-999(051) PCN 23901

This contract is a Preliminary Engineering Reimbursement agreement with City of Minot on Minot Districtwide Bridge Painting project.

Contract # 38240811

- The type of work is the Structure Painting
- City agrees for the NDDOT to proceed with the development of the project which includes Minot 16th St Bridge.
- City agrees to reimburse NDDOT for engineering costs if City terminate the project.
- No one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Stacey Hanson
Paul Benning
Shannon Sauer
Lance Meyer - Minot City Engineer
City of Minot Officials
Seng Marohl
Legal
Chad Orn

NDDOT Contract No. 38240811
Project No. SS-NHU-4-999(051)
PCN No. 23901

**North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is between the state of North Dakota, acting by and 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, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with the Minot Districtwide Structure Painting project; and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

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

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



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

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

Paul Benning

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

06/06/24

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

CLA 17057 (Div. 38)
L.D. Approved 7-17-89; 10-23



**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 nondiscrimination 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.*).



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



ATTACHMENT A
SS-NHU-4-999(051), PCN 23901

NHU Portion of project

Bridge 002-145.343 (Minot 16th Street)

Type of work = structure painting

Estimated construction cost = \$275,000 (80.93% federal, 19.07% city)

Certificate Of Completion

Envelope Id: A0D1259B94E74F68A68BBB08E5FD85F7

Status: Sent

Subject: Contract #38240811: Please DocuSign: PE Reimbursement Agreement for Minot 16th St Bridge Painting

Contract Number: 38240811

PCN: 23901

Source Envelope:

Document Pages: 7

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 2

Sengaroun Marohl

AutoNav: Enabled

608 E Boulevard Ave

Enveloped Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

smarohl@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Sengaroun Marohl

Location: DocuSign

6/6/2024 9:21:20 AM

smarohl@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

SH

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.252.245

Sent: 6/6/2024 9:37:24 AM

Viewed: 6/6/2024 9:46:22 AM

Signed: 6/6/2024 9:47:13 AM

Authentication Details

SMS Auth:

Transaction: 132109bd-4242-4c36-91ea-3e3d6481acd3

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 6/6/2024 9:46:16 AM

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: 163.123.16.55

Sent: 6/6/2024 9:47:15 AM

Viewed: 6/6/2024 9:50:18 AM

Signed: 6/6/2024 9:51:11 AM

Authentication Details

SMS Auth:

Transaction: 72a39838-1c2b-4cff-ad21-3b4b5c435bfc

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 6/6/2024 9:50:13 AM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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: 6/6/2024 9:51:13 AM Viewed: 6/6/2024 10:19:02 AM Signed: 6/6/2024 10:19:09 AM

Authentication Details

SMS Auth:
Transaction: dfd4669a-8a8a-45c6-967f-da5997b223e2
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 6/6/2024 10:18:57 AM
Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sengaroun Marohl
smarohl@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@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

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@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: 165.234.252.245	Sent: 6/6/2024 9:21:35 AM Viewed: 6/6/2024 9:26:48 AM Completed: 6/6/2024 9:37:23 AM
Agent Delivery Events	Status	Timestamp
Lance Meyer lance.meyer@minotnd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 6/6/2024 10:19:10 AM Viewed: 6/10/2024 8:27:37 AM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
DOT 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: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2024 9:21:35 AM
Envelope Updated	Security Checked	6/6/2024 9:37:23 AM
Envelope Updated	Security Checked	6/6/2024 9:37:23 AM
Envelope Updated	Security Checked	6/6/2024 9:37:23 AM
Envelope Updated	Security Checked	6/6/2024 9:37:23 AM
Envelope Updated	Security Checked	6/6/2024 9:37:23 AM
Payment Events	Status	Timestamps



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: June 17, 2024

**SUBJECT: 16TH STREET INTERCHANGE REHABILITATION ENGINEERING
AGREEMENT WORK ORDER 2 (4753)**

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve Amendment 1 to Work Order 1;**
- 2. Approve Work Order 2; and**
- 3. Authorize the Mayor to sign Amendment 1 and Work Order 2**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

In 2023, the City hired SRF Consulting Group (SRF) with a task order agreement to begin the engineering process on the 16th Street Interchange Rehabilitation project. The project will address several deficiencies on the nearly 40-year-old structure. The preliminary engineering task is now complete, and SRF is ready to move into the final design phase of the project.

B. Proposed Project

SRF has developed a scope and fee for work order 2 of the project which involves designing the project improvements identified in the preliminary engineering phase of the project. The preliminary engineering phase found that the bridge needs both approach slabs replaced, the bridge deck needs an overlay, and a new pedestrian canopy will be installed. On the street side of the project, three traffic signals will be replaced, several concrete panels will be replaced, medians will be modified to remove the negative offset left turns to allow for better sight lines, the concrete pavement will be ground to a new finish, along with other improvements.

The preliminary engineering phase in Work Order 1 was delivered significantly under budget and the budget savings will be made available to the design phase of the project via a contract amendment.

C. Recommendation Detail

SRF Consulting Group was selected using a qualifications based selection. A task order agreement format was used to allow each segment of the project to be scoped and budgeted over a long length of time. The scope and fee are within budget.

IV. IMPACT

A. Aspirations

Safe and Welcoming, Resilient and Prepared, Excellent and Connected

B. Service/Delivery Impact:

Staff envisions this project correcting several known issues such as correcting negative offset left turns, adding turn arrows, and repairing bad concrete. All issues the public has expressed concerns about in the past.

C. Fiscal Impact

Funding for Work Order 2 was budgeted in the 2024 budget. In addition, unspent funds from Work Order 1 (\$77,000) will be removed from the current contract via Amendment 1 and made available for the project's budget.

A future work order for construction engineering will come at a later date when the project will be let for construction.

Project Costs

\$175,407.25

Project Funding

Hub City Oil & Gas Funding

VI. ALTERNATIVES

Alternative 1: Council could deny the approval of Work Order 2. This would stop the project as the design cannot move forward without the services of SRF.



16809.00

June 11, 2024

Lance Meyer, PE
City Engineer
City of Minot
1025 31st Street SE
Minot, ND 58701

Subject: Amendment Number 1 for Work Order 1: 16th St. Interchange Rehab Preliminary and Environmental Services

Dear Lance Meyer, PE:

This Amendment Number 1 (the “Amendment”) for Work Order 1 is issued under Master Services Agreement entered in October 2, 2023 by and between City of Minot and SRF Consulting Group, Inc.

Removal of Services

The Services to be removed by SRF under this Amendment (“Removal of Services”) are due to the NDDOT providing the Bridge Memo, not needing a Public Input Meeting, less design alternatives due to signals being warranted, and less coordination due to the reduction of these listed tasks.

Reduction in Costs

This Amendment will reduce Work Order 1 in the amount of \$77,000.00. These reductions of Work Order 1 will be reallocated to Work Order 2. This includes dollars for subconsultants and will be applied to the subconsultants Work Order 2 dollars.

Standard Terms and Conditions

The Original Agreement and any previous amendments are incorporated into this Amendment by reference. Except as amended herein, the Terms and Conditions of the Original Agreement and any previous amendments remain in full force and effect.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is jdaul@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to continuing to work with you on this project. Please contact us if you have any questions or need additional information.

www.srfconsulting.com

Case Plaza, One North Second Street, Suite 102 | Fargo, ND 58102-4801 | 701.237.0010

Equal Employment Opportunity/Affirmative Action Employer

Sincerely,

SRF CONSULTING GROUP, INC.



Jerad Daul, PE
Senior Project Manager

JD



Jacob Nordick, PE
Vice President

JN

Approved:

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal

H:\Projects\16000\16809\4753\Management\Contracts\Work Order 2\Amendment to Work Order 1.docx



WORK ORDER NO. 2

In accordance with the Master Agreement between **City of Minot** ("Client") and **SRF Consulting Group, Inc.** ("SRF"), this Work Order, effective as of the last signature date below, describes the Services, Schedule, and Payment terms for SRF's Services on the Project known as:

16th St. Interchange Rehabilitation

Client Authorized Representative	SRF Authorized Representative
Lance Meyer, PE	Jacob Nordick, PE
Minot City Engineer	SRF Consulting Group, Inc.
PO Box 5006	1 North Second Street, Case Plaza
Minot, ND 58702-5006	Suite 102
	Fargo, ND 58102
Lance.meyer@minot.gov	Email: jnordick@srfconsulting.com
Telephone: 701-857-4100	Telephone: 701-893-7405

- Incorporation By Reference.** Upon execution by the Parties, this Work Order is hereby incorporated by reference into the Master Agreement. The following Exhibits are hereby incorporated into this Work Order by reference:
 - Exhibit A** Scope of Services
 - Exhibit B** Estimate Performance Schedule
 - Exhibit C** Schedule of Fees
- Services.** The Services to be performed by SRF shall be described in **Exhibit A** to this Work Order.
- Schedule.** The Estimated Performance Schedule shall be set forth in **Exhibit B** to this Work Order. Because of the uncertainties inherent in the Services, Performance Schedules are estimated and are subject to revision unless otherwise specifically described herein.
- Payment and Invoices.** All fees, costs, and expenses for all Services under this Work Order shall not exceed **\$ 175,407.25** in accordance with the Schedule of Fees attached to this Work Order as **Exhibit C**. Invoices shall be submitted in accordance with the following:

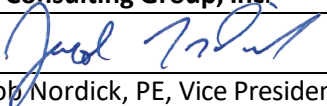
Project Name: 16th St. Interchange Rehabilitation
Project No. 4753



SRF Consulting Group, Inc.

5. **Insurance.** Before any Services are provided, SRF shall procure and maintain such insurance coverage as set forth in the Master Agreement.
6. **Terms And Conditions.** The terms and conditions of the Master Agreement referenced above shall apply to this Work Order, except as expressly modified herein. Any additional terms and conditions, qualifications, restrictions, or modifications to the terms and conditions contained in SRF Proposal, the attached **Exhibit A**, or other documents attached or incorporated by reference into this Work Order are expressly rejected and shall not be deemed to be part of this Work Order.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Order to be executed with the signing by their duly authorized representatives below.

SRF Consulting Group, Inc.	Full Name of Client
By: 	By:
Jacob Nordick, PE, Vice President	
Date: 6/11/2024	Date:

SCOPE OF WORK - TASK ORDER 2
JUNE 10, 2024
CITY OF MINOT
16TH ST. INTERCHANGE REHABILITATION
CITY PROJECT 4753

This scope of work tasks and budget estimate is for Task Order II of the 16th St. Interchange Rehabilitation. The intent of this Task Order II scope is to develop final roadway plans, bridge plans, estimated quantities, develop a City of Minot approved scope of hours for Task Order III.

TABLE OF CONTENTS

1.0	PROJECT MANAGEMENT AND COORDINATION
2.0	FINAL DESIGN
3.0	ADA DESIGN
4.0	BRIDGE
5.0	LIGHTING
6.0	SIGNAL DESIGN
7.0	STORM WATER ANALYSIS

All design and project data will become the property of the City of Minot upon completion of the final submittal. All project information will be generated in the following formats and standards:

MS Word and MS Excel
MicroStation CE 10.17.2.61
OpenRoads Designer CE (10.11.03.02)
NDDOT CADD Manual
Microsoft "Project"
NDDOT Survey and Photogrammetry Manual Chapter 19
NDDOT Survey and Photogrammetry Manual Chapter 20
NDDOT CADD Editing Manual Chapter 21
NDDOT Data Collection Codes and Procedures
NDDOT Design Manual and Plan Preparation Guide Website
NDDOT Right of Way Manual
Adobe Acrobat (standard or compatible)

1.0 PROJECT MANAGEMENT (0270-054)

Assumptions:

- Task Order II - 4.0 months or 20 Weeks.
- 1.1 Task Order II Setup - Vision and Accounting Setup and Working Directory-Files
- 1.2 General Day-to-Day Project Management and Administration (20 Weeks).

Establish ongoing project coordination with the City of Minot. Coordinate project activities, as necessary with:

City of Minot

Other Government Agencies

Utility Companies

Permitting Agencies

Prepare Bi-Weekly Progress Reports: The Engineer will schedule activities to meet the milestone dates listed or as discussed with the City. The Engineer shall submit a biweekly status report, in writing, to the City Project Manager. This report shall identify the percentage of progress on each milestone activity, outline activities accomplished during the month, activities to be accomplished next month and activities to be done by the City. The status report shall also identify any milestone activity that is not completed or anticipated not to be completed on time. The report shall include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule. The report shall include, as an attachment, a .pdf file of the updated project schedule showing all changes to the status of activities.

- 1.3 PMT Meetings (4 meetings, 1 hour of prep and 1 hour meeting)

SRF Deliverables:

- Bi-Weekly Progress Reports
- Scope of work and budget estimate for Task Order III.

2.0 FINAL DESIGN

Assumptions:

- Final Plans using NDDOT standards

2.1 Final Plan Preparation and Estimate

2.2 PS&E Meeting

2.3 Address PS&E Comments

2.4 Final Submittal

SRF Deliverables:

Final Plans & Estimate

3.0 ADA DESIGN

Assumptions:

- Assumes up to 15 ramps

3.1 ADA design and plan sheet prep of 15 Ramps

3.2 Sidewalk Repairs

4.0 BRIDGE

Assumptions:

- Plans will be developed in accordance with current NDDOT Bridge Division Standards
- SRF will receive existing load rating model from NDDOT to update

4.1 Develop Section 170 90% plans and specs to include a bridge deck overlay, approach lip repair, approach slab replacements, and replacement of sidewalk canopy with a vinyl coated canopy.

4.2 Attend 90% plan review meeting and finalize plans and specs

4.3 90% and Final Estimate

4.4 Revise Existing NDDOT BrR Model to include overlay

SRF Deliverables:

90% and Final Plans, Specs, and Estimate; Load Rating Report

5.0 LIGHTING

Assumptions:

- Salvage/Relocate 3 lighting units behind the trail
- New conduit/wire/foundations, connect to existing service cabinet
- Removal plans sheets, proposed plan sheets, conduit/wire table, summary quantity/identification tables, wiring diagram, section 6 notes
- No temporary lighting plans

5.1 Preliminary lighting plans

5.2 Review client comments

5.3 PS&E lighting plans

5.4 Review PS&E comments

5.5 Final lighting plans

SRF Deliverables:

Preliminary plans, PS&E submittal, Final submittal

6.0 SIGNAL DESIGN

See attached scoped from Prairie Engineering

7.0 SURVEY

See attached Scope from Houston.

Appendix A

Scope of Services: Phase II – Preliminary Engineering

City of Minot: 4753

NDDOT:

PCN:

Date: 6/10/2024

Project: 6027-0091

PROJECT DESCRIPTION

ACTIVITIES/TASKS

1.0 PROJECT MANAGEMENT

- 1.1 **Coordination** – The Consultant, Houston Engineering, Inc., will coordinate with the SRF's project manager throughout the duration of the project. Correspondence will consist of telephone conversations, Microsoft Teams calls or meetings, and email.

The consultant project manager will review monthly project invoice and coordinate any revisions with Consultant's Accounting department. Consultant's Accounting department will submit monthly invoices to SRF.

2.0 SURVEY

- 2.1 **Topographic Ground Survey** – Topographic ground supplemental survey to be completed using traditional survey methods. Survey will be conducted as needed to provide any additional information required for preliminary design options that may not have been collected with the original topographic survey.

If required, the Consultant will submit additional utility locate requests through the ND One Call system at necessary locations.

3.0 STORM WATER ANALYSIS

- 3.1 **Storm Sewer Analysis** – Consultant will provide preliminary design services and analysis of stormwater improvement options which are anticipated to include minor revisions or relocations of stormwater catch basins.

4.0 QUALITY MANAGEMENT

- 4.1 **Quality Review of Deliverables** –The Consultant will designate a senior member of our staff to perform an independent technical review of all deliverables, including but not limited to preliminary survey, preliminary design, and utility coordination. Tasks related to QA/QC review will be documented.

PROJECT EXPENSES

Consultant has included project expenses related to direct costs and are summarized on Phase II Estimate Hours and Cost Summary and include:

- Direct Costs (Consultant)
 - o Includes costs for Travel (Mileage), and Survey Equipment (GPS, Total Station, Robotic Total Station)

Task Order 2 Schedule		
Task:	Begin Date	Tentative End Date
1 Project Management and Coordination	6/24/2024	10/25/2024
2 Final Design	6/24/2024	9/13/2024
3 PS&E Plans Due	6/24/2024	9/13/2024
4 PS&E Meeting	10/1/2024	10/1/2024
5 Final Signed Plans and Estimate	10/1/2024	10/18/2024

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Minot
 Project: 16th St. Interchange Rehabilitation



Subconsultants: Houston Engineering, Prairie Engineering, 3D Specialties

16809

TASK NO. SUMMARY OF TASKS

- 1.0** Project Management
2.0 Final Design
3.0 ADA Design
4.0 Bridge
5.0 Lighting

Project Overview:

Task 2: Final CPR and Bridge Rehab plans, PS&E meeting, Monthly check in meetings.

<u>TASK NO.</u>	<u>TASK DESCRIPTION</u>	<u>PROF_VIII-VII</u>	<u>PROF_VI</u>	<u>PROF_V</u>	<u>PROF_IV</u>	<u>PROF_III</u>	<u>PROF_II</u>	<u>PROF_I</u>	<u>TECH.</u>	<u>SUPPORT</u>	<u>TOTALS</u>	<u>EST. FEE</u>
1.0	Project Management											
1.1	Task Order 2	1	-	4	-	-	-	-	-	8	13	\$2,258.00
1.2	Task 1 - General Day-to-Day Project Management and Administration (20 Weeks)	-	-	60	-	-	-	-	-	10	70	\$12,730.00
1.3	PMT Meetings	-	-	10	5	-	-	5	-	-	20	\$3,270.00
1.4		-	-	-	-	-	-	-	-	-	0	\$0.00
1.5		-	-	-	-	-	-	-	-	-	0	\$0.00
1.6		-	-	-	-	-	-	-	-	-	0	\$0.00
1.7		-	-	-	-	-	-	-	-	-	0	\$0.00
1.8		-	-	-	-	-	-	-	-	-	0	\$0.00
1.9		-	-	-	-	-	-	-	-	-	0	\$0.00
1.10		-	-	-	-	-	-	-	-	-	0	\$0.00
	SUBTOTAL - TASK 1	1	0	74	5	0	0	5	0	18	103	\$18,258.00
2.0	Final Design											
	<u>Assumptions:</u>											
	Final Plans using NDDOT standards											
2.1	Final Plan Preparation and Estimate	-	80	-	60	-	-	160	60	-	360	\$53,900.00
2.2	PS&E Meeting	-	4	-	4	-	-	4	-	-	12	\$1,952.00
2.3	Address PS&E Comments	-	8	-	8	-	-	40	-	-	56	\$7,584.00
2.4	Final Submittal	-	12	-	-	-	-	16	-	-	28	\$4,312.00
2.5		-	-	-	-	-	-	-	-	-	0	\$0.00
2.6		-	-	-	-	-	-	-	-	-	0	\$0.00
2.7		-	-	-	-	-	-	-	-	-	0	\$0.00
2.8		-	-	-	-	-	-	-	-	-	0	\$0.00
2.9		-	-	-	-	-	-	-	-	-	0	\$0.00
2.10		-	-	-	-	-	-	-	-	-	0	\$0.00
	<u>SRF Deliverables:</u>											
	Final Plans & Estimate											
	SUBTOTAL - TASK 2	0	104	0	72	0	0	220	60	0	456	\$67,748.00

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
3.0	ADA Design											
3.1	ADA design and plan sheet prep of 15 Ramps	-	8	-	22	-	-	90	-	-	120	\$15,672.00
3.2	Sidewalk repairs	-	2	-	-	-	-	24	-	-	26	\$3,172.00
3.3		-	-	-	-	-	-	-	-	-	0	\$0.00
3.4		-	-	-	-	-	-	-	-	-	0	\$0.00
3.5		-	-	-	-	-	-	-	-	-	0	\$0.00
3.6		-	-	-	-	-	-	-	-	-	0	\$0.00
3.7		-	-	-	-	-	-	-	-	-	0	\$0.00
3.8		-	-	-	-	-	-	-	-	-	0	\$0.00
3.9		-	-	-	-	-	-	-	-	-	0	\$0.00
3.10		-	-	-	-	-	-	-	-	-	0	\$0.00
SUBTOTAL - TASK 3		0	10	0	22	0	0	114	0	0	146	\$18,844.00
4.0	Bridge											
	Assumptions:											
	Plans will be developed in accordance with current NDDOT Bridge Division Standards											
	SRF will receive existing load rating model from NDDOT to update											
4.1	Develop Section 170 90% plans and specs to include a bridge deck overlay, approach lip repair, approach slab replacements, and replacement of sidewalk canopy with a vinyl coated canopy.	80	-	-	-	-	-	48	48	-	176	\$33,360.00
4.2	Attend 90% plan review meeting and finalize plans and specs	8	-	-	-	-	-	4	8	-	20	\$3,724.00
4.3	90% and Final Estimate	2	-	-	-	-	-	-	-	-	2	\$516.00
4.4	Revise Existing NDDOT BrR Model to include overlay	1	-	-	-	-	-	1	-	-	2	\$373.00
4.5		-	-	-	-	-	-	-	-	-	0	\$0.00
	SRF Deliverables:											
	90% and Final Plans, Specs, and Estimate; Load Rating Report											
SUBTOTAL - TASK 4		91	0	0	0	0	0	53	56	0	200	\$37,973.00

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
5.0	Lighting <u>Assumptions:</u> Salvage/Relocate 3 lighting units behind the trail New conduit/wire/foundations, connect to existing service cabinet Removal plans sheets, proposed plan sheets, conduit/wire table, summary quantity/identification tables, wiring diagram, section 6 notes No temporary lighting plans <u>Client Deliverables:</u> As-built lighting plans											
5.1	Preliminary lighting plans	-	6	-	-	-	-	-	22	-	28	\$4,536.00
5.2	Review client comments	-	2	-	-	-	-	-	2	-	4	\$712.00
5.3	PS&E lighting plans	-	4	-	-	-	-	-	12	-	16	\$2,624.00
5.4	Review PS&E comments	-	2	-	-	-	-	-	2	-	4	\$712.00
5.5	Final lighting plans	-	2	-	-	-	-	-	6	-	8	\$1,312.00
5.6		-	-	-	-	-	-	-	-	-	0	\$0.00
5.7		-	-	-	-	-	-	-	-	-	0	\$0.00
5.8		-	-	-	-	-	-	-	-	-	0	\$0.00
5.9		-	-	-	-	-	-	-	-	-	0	\$0.00
5.10		-	-	-	-	-	-	-	-	-	0	\$0.00
 <u>SRF Deliverables:</u> Preliminary plans, PS&E submittal, Final submittal												
SUBTOTAL - TASK 5		0	16	0	0	0	0	0	44	0	60	\$9,896.00

[illegible]

<u>SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:</u>					
MILEAGE:	Personal Vehicles	0	Miles @	\$0.655	\$0.00
FLIGHT		0	Flight @	\$600.000	\$0.00
MEALS:		0	Meals @	\$15.00	\$0.00
LODGING:	Hotel	0	Nights @	\$200.00	\$0.00
REPRODUCTION:	Copy Duplication	0	Copies @	\$0.10	\$0.00
	Color Copies	0	Copies @	\$0.35	\$0.00
	Bond Prints	0	Prints @	\$6.00	\$0.00
	Mylar Prints	0	Prints @	\$12.00	\$0.00
		0	Copies @	\$1.00	\$0.00
COURTHOUSE COPIES:					\$0.00
PRINTING:					\$0.00
SUPPLIES:					\$0.00
COMMUNICATIONS:	Mail, Express, Etc.				\$0.00
	Cell Phone Charges	0	Minutes @	\$0.30	\$0.00
	Traffic Counts	0	hours	\$30.00	\$0.00
					SRF EXPENSES:
					\$0.00
<u>SUBCONSULTANTS:</u>					
	Houston Engineering Inc.				\$11,688.25
	Prairie Engineering				\$11,000.00
					SUBCONSULTANTS:
					\$22,688.25

SUMMARY OF COSTS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	Project Management	\$ 258.00	\$ -	\$ 13,764.00	\$ 835.00	\$ -	\$ -	\$ 575.00	\$ -	\$ 2,826.00	\$18,258.00
2	Final Design	\$ -	\$ 21,424.00	\$ -	\$ 12,024.00	\$ -	\$ -	\$ 25,300.00	\$ 9,000.00	\$ -	\$67,748.00
3	ADA Design	\$ -	\$ 2,060.00	\$ -	\$ 3,674.00	\$ -	\$ -	\$ 13,110.00	\$ -	\$ -	\$18,844.00
4	Bridge	\$ 23,478.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,095.00	\$ 8,400.00	\$ -	\$37,973.00
5	Lighting	\$ -	\$ 3,296.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600.00	\$ -	\$9,896.00
6	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
TOTALS		\$23,736.00	\$26,780.00	\$13,764.00	\$16,533.00	\$0.00	\$0.00	\$45,080.00	\$24,000.00	\$2,826.00	\$152,719.00

SUMMARY OF HOURS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	Project Management	1	-	74	5	-	-	5	-	18	103
2	Final Design	-	104	-	72	-	-	220	60	-	456
3	ADA Design	-	10	-	22	-	-	114	-	-	146
4	Bridge	91	-	-	-	-	-	53	56	-	200
5	Lighting	-	16	-	-	-	-	-	44	-	60
6	0	-	-	-	-	-	-	-	-	-	0
TOTALS		92	130	74	99	0	0	392	160	18	965



Estimated Contract

Estimated Hours and Cost Summary



Project: City of Minot Project 4753
PCN:
16th Street SW Interchange Rehabilitation
Date: June 10, 2024

PHASE I - Survey
PHASE II - Preliminary Engineering
PHASE III - Final Design
PHASE IV - Construction Support
Totals

Hours	Direct Cost
0	\$0.00
69	\$10,910.00
0	\$0.00
0	\$0.00
69	\$10,910.00

Direct Costs								
Description	Units	Phase I	Phase II	Phase III	Phase IV	Total	Rate	Total
Subsistence	Day					0	\$50.00	\$0.00
Hotel	Night					0	\$200.00	\$0.00
Mileage-Vehicles:								
2-Wheel Drive	Miles					0	\$0.625	\$0.00
4-Wheel Drive	Miles		150			150	\$0.855	\$128.25
GPS or Total Station	Hours		10			10	\$25.00	\$250.00
Robotic Total Station	Hours		10			10	\$40.00	\$400.00
LiDAR Collection-Lg UAS	Hours					0	\$300.00	\$0.00
Imagery P1 Camera	Hours					0	\$200.00	\$0.00
Total								\$778.25

Subconsultants and Vendors						
Subconsultant/Vendor	Phase I	Phase II	Phase III	Phase IV	Total	
0					\$0.00	
0					\$0.00	
0					\$0.00	
0					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
Total Subconsultant Fees					\$0.00	

Estimated Contract
Estimated Hours and Direct Cost Details

Project: City of Minot Project 4753
PCN: 0
US 2 CP1 16th Street SW Interchange Rehabilitation
Date: 6/10/2024
HEI: 6027-0091

		Engineering			Survey		Technicians		CAD		Reality Capture	Administrative		
Labor Classification		Engineer 11	Engineer 10	Land Surveyor 4	Technician 5	Crew Chief (LS 2 or Tech 5)	Crew Member (Tech 2)	Technician 7	Choose Technician Category	CAD Technician 6	CAD Technician 3	Drone Pilot	Project Assistant 2	Totals
Direct Hourly Cost		\$ 238.00	\$ 228.00	\$ 203.00	\$ 150.00	\$ 172.00	\$ 60.00	\$ 166.00	\$ -	\$ 143.00	\$ 118.00	\$ 159.00	\$ 97.00	
Task No.	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
PHASE II - Preliminary Engineering														
Survey and Storm Analysis														
1.1	Coordination	5		2		2								9
2.1	Topographic Ground Survey			2	2	12	12	8			2			38
3.1	Stormwater Analysis		12								10			22
4.1	Quality Review													0
Phase II Hours		5	12	4	2	14	12	8	0	0	12	0	0	69
Phase II Direct Labor Cost		\$ 1,190.00	\$ 2,736.00	\$ 812.00	\$ 300.00	\$ 2,408.00	\$ 720.00	\$ 1,328.00	\$ -	\$ -	\$ 1,416.00	\$ -	\$ -	\$ 10,910.00



PROJECT NO. 24043
DATE: May 28, 2024

AUTHORIZATION AND AGREEMENT FOR ENGINEERING SERVICES

CLIENT: SRF Consulting Group

Contact Name: Jerad Daul

Billing Address: 1 North 2nd St
Case Plaza Suite 102
Fargo, ND 58102

PROJECT DATA:

Job Title: 16th St. and Hwy2 Intersection Traffic Signals
NDDOT SU-4-989(132)

Description of Work: Install new traffic signals at three intersections at the 16th St and Hwy 2 interchange (16th & 20th; 16th & 22nd; 20th & Frontage).

Estimated Area (SF): NA

Construction Budget: NA

ENGINEERING SERVICES:

Design Phase: Provide design analysis, plans, specifications, for new traffic signals.

Construction Phase: Shop drawing review and project coordination as required. Site inspections as necessary.

Additional Services: NA.

Reimbursable: NA.

ENGINEERING FEES:

Design Phase Services:

Hourly as per attached rate schedule dated 01/01/2024. \$11,000 anticipated.

Construction Phase Services:

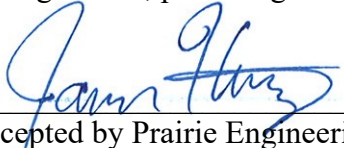
Hourly as per attached rate schedule dated 01/01/2024. \$2,500 anticipated.

OTHER CONSIDERATIONS:

Invoices will be submitted for services and are due within 30 days of when rendered.

Prairie Engineering, P.C. agrees to keep in force during the term of this agreement, and for at least twelve months thereafter from, professional liability insurance covering its liability for acts, errors, or omissions in providing or failing to provide professional services, with a per-claim coverage of \$2,000,000.00 and aggregate coverage of \$2,000,000.00. The present policy is effective October 1, 2023 through October 1, 2024.

If terms are agreeable, please sign and return one copy.

BY:  DATE: 05/28/2024
Accepted by Prairie Engineering, P.C.

BY: _____ DATE: _____



Hourly Rates/Expense Rates
Effective January 1, 2024

Principal	\$200 Per Hour
Senior Engineer	\$145 Per Hour
Engineer	\$105 - \$135 Per Hour
Designer	\$80 - \$135 Per Hour
Secretary/Accounting	\$70 Per Hour
Reproduction: Blueprints	\$2.50/Sheet or Cost from Commercial Printer Plus 10%
Reproduction: Specifications	\$0.20/Sheet or Cost from Commercial Printer Plus 10%
Mileage	\$0.70 Per Mile
Postage, Telephone, Office Supplies	Cost Plus 10%
Outside Consultants (if required)	Invoice Plus 10%
Power Analyzer	\$50 Per Day



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: June 17, 2024

**SUBJECT: BIDDING OF FIRE ALARM CONTROL PANEL SYSTEM AND
INSTALLATION FOR AIRPORT**

I. RECOMMENDED ACTION

- 1. It is recommended City Council authorize City staff to advertise and solicit bids for the fire alarm control panel system and installation; and**
- 2. Authorize the Mayor to execute a contract.**

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The terminal building was constructed in 2016. The building's fire alarm panel is not currently operating to its full capability due to a malfunctioning control panel that is now considered obsolete. The malfunction causes the alarm panel to only emit a flashing strobe and not the audible alarm since August 2023. Quotes for the replacement have been between \$83,000 (reusing existing auxiliary equipment) to \$130,000 (all new system). As a result, the terminal building is no longer able to meet compliance and must remain under fire watch any time it is occupied per the City's Fire Marshal.

B. Proposed Project

The project will replace several aspects of the existing system to include a new fire panel control system and replace portions of the existing system with compatible components. The successful bid will determine to what extent the existing system can be repurposed and be compatible with the new fire alarm control panel system.

C. Time Constraints

Timely consideration of this project will allow for necessary repair and installation.

IV. IMPACT

A. Aspirations

The City Council aspirations that are achieved by adopting the proposed recommendation and completing this project include providing a safe and welcoming environment at the Airport.

B. Service/Delivery Impact:

By producing a solution to address the defective and aging fire alarm system and components, this project will allow for continued safe operations for aviation at the Minot International Airport.

C. Fiscal Impact

Project Costs

Initial quotes for the project indicate potential costs of approximately \$130,000.

Project Funding

This was not included in the 2024 budget.

Other projects will be cut, postponed or canceled in order to prioritize this emergency response system:

\$ 75,000 – Full-depth patch (44504)

\$ 10,000 – Baggage System (44320)

\$ 25,000 – GA HVAC (44322)

\$ 5,000 – Airline Incentives (45400)

\$ 6,010 – Utility Machine (57500)

\$ 8,990 – Infrastructure South Side (57200)

\$130,000

VI. ALTERNATIVES

City Council could recommend that this project be postponed or denied, resulting in a delay for repairs and the potential for further failure of the airport's fire alarm control panel system and cause the City's staff to remain on fire watch of the building.

ADVERTISEMENT FOR BIDS

CITY OF MINOT
AIRPORT DEPARTMENT New Fire Alarm Control
Panel, System and Installation
PROJECT # _____ 2024

NOTICE IS HEREBY GIVEN that the City of Minot, North Dakota, invites and will receive sealed proposals (bids) up to the hour of _____ local time, on _____, for the furnishing to the City of Minot of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct said work, in accordance with the drawings and contract documents. At said time, said proposals will be publicly opened and read aloud at Council Chambers at City Hall of the City of Minot, North Dakota located at 10, 3rd Ave SW, Minot, ND 58701.

Bids shall conform to and be responsive to the Contract Documents for the work. The Contract Documents will be available after _____. Contract Documents are available by calling Minot International Airport at (701) 857-4724 or at the Minot International Airport website MOTairport.com

The scope of work consists of, but is not limited to: Removal of old fire alarm control panel and system and installation of a New Fire Alarm Control Panel and System.

Each bid shall be submitted on a form furnished as part of the contract documents and must be accompanied by a separate envelope containing a Bidder's Bond with Acknowledgement of Surety in an amount not less than 5% of the full amount of the bid made payable to the order of or for the benefit of the City of Minot, North Dakota. The bid bond shall be executed by the bidder as principal and by a surety company authorized to do business in the State of North Dakota, conditioned that if the principal's Bid be accepted and the contract awarded to the principal, within ten (10) days after Notice of Award, the Principal shall execute a contract in accordance with the terms of the bid and contractor's performance and payment bonds as required by law and the regulations and determinations of the City of Minot. A bid submitted without this information properly enclosed in the bid bond envelope shall not be read nor considered and the envelope shall be resealed and bid returned to the bidder immediately. Each bid shall be sealed and delivered to the City of Minot at the location designated in this notice for the opening of proposals at or before the time in this notice provided. Checks of the unsuccessful bidders will be returned and the check or bond of the successful bidder will be held as a guaranty that the terms of the bid will be complied with.

All Bidders shall hold a valid North Dakota Contractor's license of the proper class and shall enclose a copy of the license or Certificate of Renewal of the license in the same envelope as the Bidder's Bond. No bid may be read or considered if it does not fully comply with the bidding requirements of Section 48-01.2 of the North Dakota Century Code, and any deficient bid submitted will not be opened.

Final completion for this work shall be _____.

The City of Minot will award the contract to the lowest responsive and responsible Bidder. The City of Minot reserves the right to reject any and all bids, and to waive any and all irregularity in any bid.

BY THE ORDER OF THE CITY COUNCIL OF THE CITY OF MINOT, NORTH DAKOTA.

Dated: _____

Mikayla McWilliams City Clerk

The City of Minot is a Title VI community. Title VI assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by the City. Contractor must also comply with Title VI requirements.

CITY OF MINOT
AIRPORT DEPARTMENT New Fire Alarm Control
Panel/System and Installation
PROJECT # _____
MARCH 2024

The City of Minot is accepting bids to supply and install of Fire panel material.

GENERAL BID SPECIFICATIONS

All appropriate sections of the "2022 City of Minot Standard Specifications" apply to this bid. The low bidder will be required to provide a performance bond per the City of Minot Standard Specifications. The contractor shall be responsible to visit the site and review the area and existing panel and system layout. Questions can be directed to Facilities Foreman Michael Rafala at 701-818-7888.

Every bid must be accompanied by a bidder's bond, a certified check, or a cashier's check, made payable to the City of Minot, in the amount of 5% of the total bid. Checks of the unsuccessful bidders will be returned and the check or bond of the successful bidder will be held as a guaranty that the terms of the bid will be complied with.

The City of Minot is exempt from state and federal excise and sales taxes and no amount for such taxes are to be included in the bid price.

The City Council reserves, to itself, the right to reject any or all bids and to award the contract as it deems necessary and in the best interest of the City of Minot.

Delivery of materials, supplies or services contained in the bid shall be made to the loading dock at the Minot International Airport located 305 Airport Road, and the price shall be FOB, Minot, North Dakota. The delivery and installation date shall be specified on the bid.

All contractors and respective employees must abide by security protocols as set forth by the Transportation Security Administration and the Airport Security Plan to include but is not limited to security badging requirements.

A pre-construction meeting shall occur at the Minot International Airport one week prior to the commencement of the installation project.

All envelopes must be sealed and marked plainly:

"Bid for New Fire Alarm Control Panel, System and Installation
Project # _____

Bids will be opened in the office of the City Clerk at City Hall, 10 3rd Ave. S.W., Minot, North Dakota at _____ on _____, 2024. Bids received after this time will be returned, unopened, to the bidder. Bidders are invited to be present at the opening of bids

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CITY OF MINOT
AIRPORT DEPARTMENT New Fire Alarm Control Panel, System and Installation
PROJECT # _____ 2024

The unit to be installed under these specifications shall be the manufacturer's newest and latest model. The owner reserves the right to reject any or all bid items as it deems to be in the best interest of the City of Minot. The unit/installation bid shall meet or exceed the following minimum specifications.

New Fire Alarm Control Panel, System and Installation

SCOPE:

The replacement of the emergency fire alarm/fire sprinkler monitoring system at the Minot International Airport. The unit to be installed shall meet the following minimum specifications. Any deviations from the specifications shall be noted on quote:

REQUIREMENTS:

- Removal and installation of new fire panel and replace obsolete peripherals
 - 1 Fire alarm control panel (to replace Harrington FireSpy Tracker T1000)
 - 1 Remote LCD Annunciator (to replace Harrington T-ANN)
 - 1 High Rise Voice Evacuation System (to replace Harrington HAVED-MP)
- Equipment in base bid needs to be compatible with the existing list of peripherals that are not being replaced,
- A copy of the original specification package as well as built drawings will be made available upon request.
- A tour of the facility will be arranged to look at existing equipment upon request.
- FACP, all other equipment and installation shall be addressable, non-proprietary and comply with 2021 International Fire Code, as amended, and NFPA 72 - 2022. Existing components and wiring may be used if in good condition and is compatible with new panels and systems.
- Input necessary programming for system monitoring/communication support
- Warranty >= Five-year full warranty with minimal downtime and local service

ALTERNATES:

- Replacement of all existing peripheral equipment and notification/initiation devices. Provide per unit costs.
 - a. 1 - Pull Station
 - b. 41 - Smoke Detectors
 - c. 11 - Heat Detectors
 - d. 33 - Addressable Relays
 - e. 7 - Air Handler Shutdown & Return Air Fans
 - f. 12 - Elevator Control
 - g. 2 - Baggage Door Control
 - h. 12 - Security Door Releases

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- i. 3 - Duct Detectors
- j. 3 - NAC Panels
- k. 1 - Pre-action Solenoid Valve
- l. 4 - 3rd Party Bridge Monitors
- m. 105 - Speaker/Strobes
- n. 15 - Strobes
- o. 1 - Ansul
- p. 7 - Sprinkler Flow Switches
- q. 13 - Sprinkler Tamper Switches
- r. 3 - Voice Panels

Total Cost Specifications

It is understood that:

1. Equipment purchased under this agreement will be operated by City of Minot personnel for the purpose for which the system was designed.
2. The City of Minot will be responsible for repair costs resulting from damage due to natural and operator causes.
3. The City of Minot will assume at its own expense, all costs to repair or replace all items and parts normally consumed in day-to-day operations, once warranty period has lapsed.
4. City of Minot will maintain the equipment in accordance with Manufacturer's recommendations.
5. The successful bidder will be fully responsible for repair of any damage to equipment/facility caused during removal/installation of new fire panel and system.
6. Low bidder will be determined by the base equipment price plus cost for removal/installation.
7. All work will be completed shall be complete within five (5) working days.

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CITY OF MINOT BID PROPOSAL
Installation of New Fire Alarm Control Panel, System and Installation _____ 2024

Honorable Mayor and Council City of Minot
PO Box 5006
Minot, North Dakota 58702-5006

We, the undersigned, hereby agree to furnish the City of Minot the following fire alarm control panel and system, subject to the specifications as provided by the City of Minot.

The City of Minot is a municipal government and is tax exempt. Bids shall not include sales tax or other applicable taxes. The tax-exempt number is E-3451

Quote for Minot International Airport New Fire Alarm Control Panel/System and Installation:

1. Base Bid (To include base equipment price plus cost for removal/installation):

\$_____Total

Total Bid Amount: \$_____

In submitting this bid, it is understood that the contract will be awarded on the basis of lowest and most responsible bid, for the total cost to provide a fire alarm control panel and system. The right to reject any and all bids is reserved by the owner, and it is agreed that this bid may be withdrawn 60 days after actual date of opening. Payment will be made 30 days after acceptance of the unit.

The bidder hereby certifies:

- a) That this bid is genuine and is made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation:
- b) That bidder has not directly or indirectly induced or solicited other bidder to put in false or sham bid;
- c) That bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and
- d) That bidder has not sought by collusion or otherwise to obtain for themselves any advantage over any other bidder or over the owner.

Submitted By:

Signature

Company Name

Phone

Print Name

Address

Date

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TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: June 17, 2024

SUBJECT: BID FOR PICKUPS (4863)

I. RECOMMENDED ACTION

It is recommended City Council approve the bid from Westlie Motor Company in the amount of \$44,073.00.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

On June 11, 2024 the public works department opened bids for fleet vehicle for the water treatment plant and water distribution.

B. Proposed Project

There was one bid received from Westlie Motor Company in the amount of \$44,073.00 for a 1/2 ton 4x4 extended cab pickup.

C. Recommendation Detail

N/A

IV. IMPACT

Resilient and Prepared

A. Aspirations

Excellent and Connected

B. Service/Delivery Impact:

N/A.

C. Fiscal Impact

Project Costs

Bid for a 1/2 ton 4x4 extended cab pickup	\$44,073.00
---	-------------

Project Funding

Funds for the purchase of these pickups is budgeted in the water treatment plant and water distribution 2024 budgets

VI. ALTERNATIVES

N/A



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: June 17, 2024

SUBJECT: **APPOINTMENT OF SPECIAL ASSISTANT CITY ATTORNEY,
SEYMOUR JORDAN**

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the appointment of Seymour Jordan, Divide County States Attorney, to act as Special Assistant City Attorney in Minot Municipal Court Case Nos. MI-2024-CR-00141, MI-2024-CR-00142/Ward County District Court Case Nos. 51-2024-CR-00795, 51-2024-CR-00796; and**
- 2. Authorize the City Attorney and Mayor to sign any necessary paperwork to complete the appointment.**

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

Citations were issued to city staff member's child in the above-captioned cases. Given the same, a conflict has arisen in regard to our ability to prosecute these matters.

B. Proposed Project

The City Attorney recommends retaining outside counsel to prosecute this matter on behalf of the City.

C. Recommendation Detail

The City Attorney recommends appointing conflict counsel appointed in this matter within the month to ensure we have counsel available to prosecute this matter and respond to any motions that are filed.

IV. IMPACT

A. Aspirations

Adopting the proposed recommendation and continuing prosecution of these cases without delay achieves the City Council's aspirations to stay safe, welcoming, resilient, and prepared.

B. Service/Delivery Impact:

Approving the appointment will allow prosecution of these matters to continue without delay.

C. Fiscal Impact

Any anticipated expenses will be limited to actual costs (ex: travel, cost to create exhibits, etc.) and should be able to be absorbed by the existing City Attorney budget.

Project Costs

Actual costs, travel, etc.

Project Funding

10014000-43020

VI. ALTERNATIVES

1. The City Council could direct the City Attorney to locate alternate conflict counsel.
2. The City Council could direct the City Attorney not to retain conflict counsel.

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF WARD

NORTH CENTRAL JUDICIAL DISTRICT

City of Minot,

Plaintiff,

vs.

Matthew Dyke,

Defendant.

Criminal Nos: 51-2024-CR-00795

51-2024-CR-00796

**APPOINTMENT AND
OATH OF SPECIAL
CITY ATTORNEY**

[¶ 1] COMES NOW, the City of Minot, by and through the undersigned City Attorney to hereby appoint Seymour Jordan, or his designee, to the position of Special Assistant City Attorney for the City of Minot in the above captioned cases.

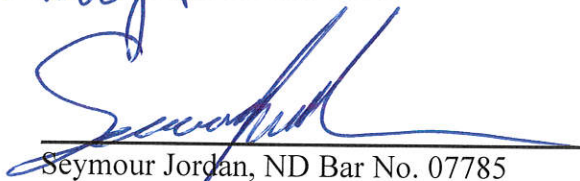
Dated this ____ day of _____, 20__.

Stefanie Stalheim, ND Bar No. 06894
City Attorney
P.O. Box 5006
Minot, ND 58701-5006
Telephone: (701) 857-4755
Facsimile: (701) 857-4751
attorney@minotnd.org

[¶ 2] State of North Dakota)
County of Divide) ss.

I, Seymour Jordan, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of North Dakota and that I will faithfully discharge the duties of the office of Special Assistant City Attorney in the City of Minot, County of Ward, State of North Dakota to the best of my ability in the above captioned criminal proceedings so help me God.

Dated this 31st day of may, 2024.

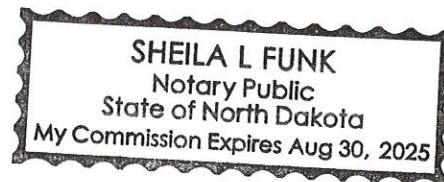


Seymour Jordan, ND Bar No. 07785
Special Assistant City Attorney
P.O. Box 5005
Minot, ND 58702-5005
Telephone: (701) 857-6480
Facsimile: (701) 857-6580
E-service: dividesa@nd.gov

Subscribed and sworn to before me this 31st day of may, 2024.



Notary Public





APPOINTMENT OF SPECIAL ASSISTANT CITY ATTORNEY

I, Stefanie Stalheim, City Attorney for the City of Minot, do hereby appoint Seymour Jordan, or his designee, as Special Assistant City Attorney for the City of Minot to prosecute Minot Municipal Case Nos. MI-2024-CR-00141 and MI-2024-CR-00142 / Ward County Case Nos. 51-2024-CR-795 and 51-2024-CR-00796.

Dated this ____ day of _____, 20__.

Stefanie Stalheim
City Attorney

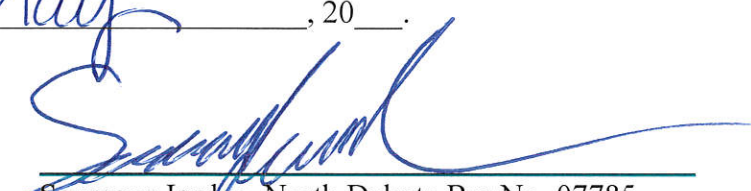
Minot City Council hereby consents and approves of the appointment.

Dated this ____ day of _____, 20__.

Thomas Ross
Mayor

I accept said appointment.

Dated this 31st day of may, 20__.



Seymour Jordan, North Dakota Bar No. 07785
Special Assistant City Attorney



TO: Mayor Ross
Members of the City Council

FROM: Zhaina Moy, Library Director

DATE: June 17, 2024

SUBJECT: MINOT PUBLIC LIBRARY - BUDGET AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council accept the donation from the Patrons of the Library group to enhance the Minot Public Library's Story Stroll and approve the budget amendment on first reading.

II. DEPARTMENT CONTACT PERSONS

Zhaina Moy, Library Director, 701-857-4540

III. DESCRIPTION

A. Background

The Minot Public Library has received a generous donation of \$21,183.56 from the Patrons of the Library group. These funds are earmarked for collaboration with the Parks organization to enhance the library's Story Stroll. To support this project, the library will need to increase its donations revenue and allocate funds to the memorial expenditure line item, ensuring the net financial impact is zero dollars.

B. Proposed Project

The Story Stroll is an initiative that integrates reading and outdoor activity by displaying story pages along a park trail. This effort will enhance community engagement, promote literacy, and create a vibrant outdoor educational experience for all ages.

C. Recommendation Detail

The library staff conducted a comprehensive assessment to identify the recommended action for City Council. This process began with a thorough review of the library's current financial status and the specific needs of the Story Stroll project. Staff discussed with the Parks organization to outline potential improvements and associated costs. They analyzed donation trends and memorial expenditure requirements to ensure financial sustainability. Additionally, staff gathered input from library patrons, the Patrons of the Library

group, and community stakeholders. They evaluated various funding strategies to determine the most effective approach for increasing donations revenue and managing expenditures.

Based on this detailed analysis, the staff formulated a plan that aligned with the library's goals and community interests. This plan included a clear outline of the anticipated financial impact, expected benefits, and steps for successful implementation, ensuring the enhancement of the Story Stroll without affecting the library's overall budget.

IV. IMPACT

A. Aspirations

Dedication:

The project goes beyond standard library services by creating an engaging, educational outdoor experience. It shows a commitment to improving the community by promoting literacy and healthy activities, demonstrating the city's dedication to enriching residents' lives.

B. Service/Delivery Impact:

This project will significantly enhance the City of Minot, the Minot Public Library, and the services provided to our community in several ways:

1. Community Engagement and Literacy:

By enhancing the Story Stroll, the project will promote literacy and a love for reading among children and families. It creates an engaging outdoor activity that combines physical exercise with educational content, fostering a healthy lifestyle and lifelong learning.

2. Collaboration and Resource Utilization:

Collaborating with the Parks organization strengthens inter-departmental relationships, optimizing the use of shared resources to benefit the community. This partnership showcases a unified effort to enhance public spaces and services.

3. Service Quality and Delivery:

The improvements to the Story Stroll will elevate the quality of library services by offering innovative, accessible educational opportunities outside the traditional library setting. This project exemplifies the library's commitment to evolving and expanding its service delivery to meet community needs.

4. Customer Experience:

Visitors to the Story Stroll will enjoy a more interactive and enriching experience, making library services more dynamic and appealing. Enhanced

story displays and a well-maintained environment will attract more families, boosting overall satisfaction and usage.

5. Community Image and Pride:

Successfully implementing this project will enhance the City's reputation as a community that values education, wellness, and collaboration. It fosters a sense of pride among residents, knowing their city invests in quality public services and family-friendly activities.

Overall, this project will advance the Minot Public Library's mission to serve as a central hub for education, culture, and community engagement, positively impacting the city's quality of life and the library's role within it. The project involves increasing the donations revenue line item and adjusting the memorial expenditure line item to ensure that the net financial impact on the library's budget is zero dollars. This allocation strategy ensures that all expenses are covered by the donation without requiring additional funds from the library's existing budget. The project was not included in the initial approved budget but is made possible entirely through this earmarked donation, demonstrating effective community support and resource management.

C. Fiscal Impact

The Story Stroll enhancement project at the Minot Public Library is being funded through a generous donation of \$21,183.56 from the Patrons of the Library group.

Project Costs

List the cost components and dollar amounts

36 weather-resistant trail signs with posts

Project Funding

Library Memorial Funds (21067000-48206)

This approval includes increasing the donations' revenue line item.
This approval includes adjusting the memorial expenditure line item accordingly, ensuring that the net financial impact on the library's budget is zero dollars.

VI. **ALTERNATIVES**

Alternative A:

Description: Instead of solely enhancing the physical Story Stroll, the library could integrate a digital component. This could involve creating a mobile app or website where users can access additional story content, activities, and interactive features related to the Story Stroll. QR codes placed along the trail could link to these digital resources.

Results: This approach would offer a more modern and tech-savvy experience, potentially attracting a broader audience, including tech-oriented families and older children. It could also provide educational content in multiple languages

and accessible formats, making the Story Stroll more inclusive. However, this alternative would require additional funding for app subscription services, and some community members may prefer the traditional, non-digital experience.

Alternative B:

Description: Another alternative is to forego the Story Stroll enhancement project entirely

Results: This would result in a missed opportunity to enhance community engagement and literacy through the Story Stroll. The library would lose the chance to collaborate with the Parks organization on a project that promotes outdoor activities and reading. Not proceeding with the project might also disappoint the Friends of the Library group and the community members who value the Story Stroll initiative.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
LIBRARY MEMORIAL REVENUES AND EXPENDITURES FOR THE STORY
STROLL INITIATIVE DONATION FROM THE PATRONS OF THE LIBRARY:**

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

- §1: Amend the 2024 annual budget to increase the library memorial revenues and expenditures for the story stroll initiative donation from the patrons of the library:

21000000-36400		\$21,184
21067000-48206		21,184

- §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



TO: Mayor Ross
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: June 17, 2024

SUBJECT: ACCOUNTS RECEIVABLE POLICY UPDATE

I. RECOMMENDED ACTION

It is recommended that the City Council approve the proposed Accounts Receivable policy for the City of Minot.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

The Finance Department is updating a number of policies to reflect changes in business practices. Many of the practices have been impacted by the implementation of the ERP software. The intent of the policy update is to clearly define the necessary duties and who is responsible to complete those duties. The policy also defines the approval process that is required.

B. Proposed Project

The policy update will align the City's policy with industry best practices and ensure that controls are in place to safeguard City assets. The policy changes are intended to provide efficient operations while maintaining transparency.

C. Recommendation Detail

Recommend that the City Council approve the updated Accounts Receivable policy.

IV. IMPACT

A. Aspirations

Excellent & Connected - this policy is directly related to being fiscally responsible

B. Service/Delivery Impact:

This policy will promote efficient processing and collection of fees owed to the City.

C. Fiscal Impact

There is no anticipated cost associated with the implementation of the policy. There may be incremental interest revenues associated with more efficient collection of outstanding receivables.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The alternative would be to allow the current policy to continue. The policy is outdated and does not clearly outline who is responsible for completing/approving a number of tasks.



General Accounts Receivable Policy

Purpose

The purpose of this policy is to establish minimum standards for management of accounts receivable and to provide guidance for timely and efficient revenue collection efforts.

While prompt billing, timely collection and accurate reporting are the goals, the emphasis of this policy also includes maintaining good communications with customers, encouraging voluntary payment on overdue accounts, identifying actions necessary for collection of these accounts, and providing minimum requirements in managing and monitoring accounts receivable.

The City, using their best efforts and available resources, should meet the minimum standards in this policy. Failure to meet these standards does not waive the City's right to collect accounts receivable and does not create any rights of action for any account debtors or third parties.

This policy does not prohibit the City from taking additional collection actions, including, but not limited to, submission of overdue accounts to third party collection agencies and litigation.

Authority

Authority for this policy is established in the City Code of Ordinances.

Scope

This policy applies to all accounts receivable citywide. Accounts receivable include all monies owed to the City for goods or services provided to other persons or organizations including contracts, grants, and leases. Specialized language used throughout this policy is common accounting terminology as established in Generally Accepted Accounting Principles.

Monitoring

The Finance Department will periodically monitor other departments to assess compliance with the minimum standards of this policy. As instances of non-compliance are identified, departments will be required to develop and implement a corrective action plan. The Finance Department will provide assistance to departments, if requested, to develop this plan. The Comptroller or Treasurer will report all instances of non-compliance to the Finance Director. Any material non-compliance issues will be reported to the City Manager and/or the Assistant City Manager under the discretion of the Finance Director.



Definitions

"Accounts Receivable" means money owed to the City for services or merchandise received by the customer on credit. Payment is generally due within 30 days after the service or merchandise has been received.

"Allowance for Doubtful Accounts" means an estimate of the percentage of accounts receivable that will not be collected. The estimate is based on past experiences and an analysis of current accounts receivable.

"ERP System" means the financial system of record.

Customer Accounts

- Customer accounts will be created and maintained by the Finance Department.
- Requests for new credit accounts will require a completed application form and approval from the Department Head making the request and Finance.

Billing

- Sales on credit shall be invoiced immediately upon providing goods or services or as soon as practical but no later than 10 calendar days after construction cost or billing information becomes available unless grant contracts or other written agreements require an alternative billing schedule.
- Invoices shall be generated in the City's ERP system. All invoices shall be maintained electronically and may be viewed or reprinted.
- Invoices shall include a description of the goods or services provided; the date(s) those goods or services were provided; the amount due; and the invoice due date.
- Invoice amounts shall be based on approved price lists, fee schedules, actual cost recovery or signed contracts.
- Accounts receivable ledgers shall be reconciled to the City's ERP system periodically.
- Credit balances on customer accounts will be reviewed periodically by the City finance department.

Cash Receipting

- Cash receipts are recorded immediately in the City's ERP system and remitted to the City finance department on a daily basis.
- Cash drawers and batches shall be balanced and settled daily.
- Numbered receipts are generated and maintained electronically and remittance advices or other documentation is retained.
- Adequate separation of duties shall be maintained among those responsible for cash receipts, cash disbursements, posting of entries to the accounts receivable ledger and the general ledger, sales and collections.



- If adequate separation of duties is not possible due to limited staffing, alternate compensating controls shall be established through the Finance Department. Alternate compensating controls could include such procedures as review by supervisors or managers, analytical review by an independent party or verification by other staff.

General Billing Collections

- Departments shall prepare detailed aging schedules for each accounting period for department use. At a minimum these schedules shall include the name of the customer or account number, the current amount due, a list of outstanding invoices and a classification for each invoice showing the number of days past due.
- Customers whose invoices are 60 days past due shall be contacted and such contacts shall be documented in the ERP system by the department.
- Departments shall submit a quarterly status report on all accounts more than 90 days past due to the Finance Department, indicating what action has been taken. Those departments that maintain independent automated AR systems may submit an aging schedule to meet this requirement.
- Monthly statements will be generated and sent by Finance to each customer that has a balance at month-end.
- Finance charges will be assessed on invoices more than 30 days past due at month end unless specifically excluded.
- Finance will review outstanding delinquent accounts quarterly and make any necessary updates to the allowance accounts.

Write-Off Guidelines

- When it has been determined that collection of past-due amounts is unlikely, departments shall document their collection efforts and the reason for the write-off. This documentation must be attached to the adjustment in the ERP system and is subject to the approval requirements in 1. below. Documentation should include a detail of the account/invoices, reasons for the write-off, including inability to find the debtor, lack of assets belonging to the debtor, etc.
1. Write-offs, reductions, adjustments or special payment arrangements to receivables require written approval from an authorized department director depending on the amount of the write-off. The approval thresholds are:
 - a. Department Directors or their designees must approve amounts to \$499.99.
 - b. Both the Department Director and the Finance Director must approve amounts of \$500.00 or more.

Year-End Reporting



- Revenues will be recorded on a modified accrual basis in governmental funds and on an accrual basis in enterprise and internal service funds.
- The allowance for doubtful accounts shall be reviewed at fiscal year-end to ensure that aged receivables are properly accounted for. The allowance will be based on an analysis by the Finance Department staff to determine those accounts that are currently outstanding but for which collection is unlikely.



TO: Mayor Ross
Members of the City Council

FROM: John Klug, Chief of Police

DATE: June 17, 2024

SUBJECT: ORDINANCE CHANGE FOR SECTION 7-35 ANIMAL PERFORMANCE PERMITS

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The changes to this ordinance make the permitting process for animal performances follow a process more consistent with other City permitting processes. In the past, a special meeting had to be called for the sole reason of approving a permit in time for an event being held with animals.

B. Proposed Project

The primary changes to this ordinance were made to ensure we could serve the community in a more efficient manner. The approval of the permit was changed from requiring City Council approval to allowing the Chief of Police to approve the permit. It added a \$25 fee to the permitting process, which is consistent with other cities in North Dakota, and the timeline for submitting the permit was changed to reflect a better timeline for ensuring the information required by the ordinance could be obtained or verified once the permit is submitted.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Allowing this process to take place at the department level will ensure permits can be approved for events without having to wait for a City Council meeting to be held.

C. Fiscal Impact

The \$25 fee was added to start to account for staff time diverted to the approval of this permit. These permits are only submitted a few times per year, but they do take time for verification of information. This minimal fee is consistent with other permits handled by the police department.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Alt 1 - City Council could deny the ordinance as proposed and direct staff to consider changes in areas they think would be effective for animal performance permitting.

Alt 2 - City Council could reject the proposed ordinance changes and leave the current ordinance in place, as written.



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7-35 OF CHAPTER 7 (ANIMALS AND FOWL), ARTICLE II (DOGS AND CATS), DIVISION 2 (LICENSES), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO APPOINT CHIEF OF POLICE AS APPROVING AUTHORITY FOR ANIMAL PERFORMANCE EVENTS, WITH AN APPEAL TO THE CITY COUNCIL.

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; and

WHEREAS, the City of Minot presently imposes specific restrictions on animal performance events within city limits and has codified the same in city ordinance; and

WHEREAS, the City of Minot desires to amend the Code of Ordinances, City of Minot to make the Chief of Police the initial approving authority for animal performance events, and the City Manager as an avenue for appeal; and

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

§ 1. That Section 7-35, Chapter 7 (Animals and Fowl), Article II (Dogs and Cats), Division 2 (Licenses), of the Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 7-35. Animal performance events.

Any individual, group or organization desiring to conduct an animal performance event that will involve or display or in any other way bring animals that are on the prohibited animal list into the city for the event shall first obtain an animal performance event permit from the city. If the event contains a variety of animals, such as a parade, the event as a whole will not receive a permit. In this case, each individual or group participant shall obtain a permit. The application fee for the permit is \$25.00. The application must provide the name and address of the individual, group or organization conducting the event, the name and telephone number of a contact person, the location and duration of the event, a list all animals involved in the event that are on the prohibited animal list, and the expiration dates of the health certificates and all other vaccinations to include rabies and distemper vaccinations. The application must be accompanied by proof of a minimum of one million dollars (\$1,000,000.00) of liability insurance for each event.

Applications shall be presented to the chief of police for approval.

Any person deeming themselves aggrieved by a decision by the chief of police with respect to their application for an animal performance event under this Section may appeal therefrom to the city manager. The appeal to the city manager shall be initiated by the filing with him of written notice of the appeal, stating the grounds upon which the appeal is based. The hearing on the appeal will be held no later than Ten (10) business days following the filing of the same unless the applicant shall consent to a hearing on the appeal at a later date. The determination made by the city manager shall be the final stage of administrative review in this matter. The applicant, if still aggrieved, may resort to his judicial remedies without further administrative review.

§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 7-35 OF CHAPTER 7 (ANIMALS AND FOWL), ARTICLE II (DOGS AND CATS), DIVISION 2 (LICENSES), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO APPOINT CHIEF OF POLICE AS APPROVING AUTHORITY FOR ANIMAL PERFORMANCE EVENTS, WITH AN APPEAL TO THE CITY COUNCIL.

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; and

WHEREAS, the City of Minot presently imposes specific restrictions on animal performance events within city limits and has codified the same in city ordinance; and

WHEREAS, the City of Minot desires to amend the Code of Ordinances, City of Minot to make the Chief of Police the initial approving authority for animal performance events, and the City Manager as an avenue for appeal; and

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

§ 1. That Section 7-35, Chapter 7 (Animals and Fowl), Article II (Dogs and Cats), Division 2 (Licenses), of the Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 7-35. Animal performance events.

Any individual, group or organization desiring to conduct an animal performance event that will involve or display or in any other way bring animals that are on the prohibited animal list into the city for the event shall first obtain an animal performance event permit from the city. If the event contains a variety of animals, such as a parade, the event as a whole will not receive a permit. In this case, each individual or group participant shall obtain a permit. The application fee for the permit is \$25.00. The application must provide the name and address of the individual, group or organization conducting the event, the name and telephone number of a contact person, the location and duration of the event, a list all animals involved in the event that are on the prohibited animal list, and the expiration dates of the health certificates and all other vaccinations to include rabies and distemper vaccinations. The application must be accompanied by proof of a minimum of one million dollars (\$1,000,000.00) of liability insurance for each event.

Applications shall be presented to the chief of police for approval at least fifteen (15) business days prior to the event.

Applications shall be presented to the chief of police for city council approval. The event permit may allow an individual, group, or organization to obtain an event permit for not more than one hundred fifty (150) days provided the individual, group, organization presents to the animal control officer an event permit for each event during the time of the approved animal performance event and a list of all animals participating in the event for each event, which lists an event permit that shall meet all of the criteria specified in the above paragraph.

Any person deeming themselves aggrieved by a decision by the chief of police with respect to their application for an animal performance event under this Section may appeal therefrom to the city manager. The appeal to the city manager shall be initiated by the filing with him of written notice of the appeal, stating the grounds upon which the appeal is based. The hearing on the appeal will be held no later than Ten (10) business days following the filing of the same unless the applicant shall consent to a hearing on the appeal at a later date. The determination made by the city manager shall be the final stage of administrative review in this matter. The applicant, if still aggrieved, may resort to his judicial remedies without further administrative review.

§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: John Klug, Chief of Police

DATE: June 17, 2024

SUBJECT: BACK THE BLUE GRANT FUNDING HIRING BONUS

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve a \$1,000 hiring bonus to applicants hired as sworn police officers by the Minot Police Department (payable in their first check), and a \$4,000 hiring bonus upon completion of their 8-week in-house training with funds from the "Back-the-Blue" grant; and**
- 2. Authorize the Police Chief to sign any necessary documentation.**

II. DEPARTMENT CONTACT PERSONS

John Klug, Chief of Police, 701-857-9800
Jason Sundbakken, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

In 2023, the Minot City Council approved the acceptance of "Back-the-Blue" grant money offered by the State of ND in the amount of \$102,194. The purpose of this grant was for the recruitment and retention of sworn police officers and must be used for that purpose by March 31, 2025. The Minot City Council further approved a "Recruitment Bonus" for officers of the Minot Police Department who successfully recruit an applicant, whom we have hired, to be paid from the grant money provided to the City of Minot. The recruitment bonus was paid in increments: \$3,000 upon applicants' completion of in-house training and \$2,000 upon application's completion of the field training program.

B. Proposed Project

The Minot Police Department is requesting an additional "Hiring Bonus" be paid from the "Back-the-Blue" grant monies to applicants who are chosen to be hired by our department. We are requesting that applicants hired by the Minot Police Department be paid \$1,000 at the time of their first paycheck and an additional \$4,000 upon completion of the 8-week in-house training. All funding for this

bonus will be derived from the grant funding and will cease when these funds have been exhausted or the deadline for spending has arrived.

C. Recommendation Detail

The intent of the hiring and recruitment bonuses, as well as the Back-the-Blue grant, is to provide incentives with the purpose of increasing our applicant pool. An increased applicant pool will ultimately provide a more comprehensive and quality list of potential candidates to hire for our open sworn officer positions. In addition, a hiring bonus will provide applicants with money to help fund any move or expenses as a result of being hired by the City of Minot, as well as provide incentives for them to remain with our department. The next hiring date is July 11th, and it would be optimal to have the ability to apply hiring bonuses to this recruitment effort.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

The proposed project will hopefully revitalize our recruitment campaigns for sworn police officer openings with the City of Minot Police Department. In addition, recruitment and hiring bonuses through the Back-the-Blue grant funding will not have a fiscal impact on the City of Minot budget. These incentives will hopefully reduce the open sworn officer positions by creating a larger applicant pool.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The council could reject the bid acceptance and take no action regarding hiring bonuses, resulting in no change to the current hiring/recruitment process. All money obtained through the Back-the-Blue grant not used for recruitment and/or retention will be returned to the state after March 31, 2025.

ORDINANCE NO: 5923

AN ORDINANCE AMENDING THE 2023 ANNUAL BUDGET TO INCREASE THE GENERAL FUND STATE REVENUE AND POLICE GRANT SALARY AND BENEFITS EXPENDITURES FOR THE BACK THE BLUE GRANT AWARD THROUGH THE NORTH DAKOTA OFFICE OF ATTORNEY GENERAL.

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

- §1: An ordinance amending the 2023 annual budget to increase the general fund state revenue and police grant salary and benefits expenditures for the Back the Blue grant award through ND office of attorney general:

10000000-33400	2023200011	\$102,194
10020000-41100	2023200011	100,733
10020000-42210	2023200011	1,461

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

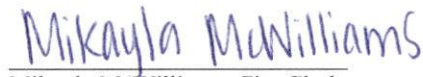
PASSED FIRST READING:

November 20, 2023

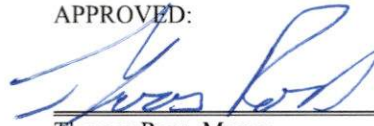
PASSED SECOND READING:

December 4, 2023

ATTEST:


Mikayla McWilliams, City Clerk

APPROVED:


Thomas Ross, Mayor

HOUSE BILL NO. 1307

Introduced by

Representatives Roers Jones, Lefor, Mock, O'Brien, Pyle

Senators Meyer, Patten, J. Roers, K. Roers

1 A BILL for an Act to provide an appropriation to the attorney general for a back the blue grant
2 program; and to provide for a report.

3 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

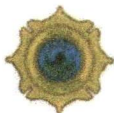
4 **SECTION 1. APPROPRIATION - ATTORNEY GENERAL - BACK THE BLUE GRANT**
5 **PROGRAM - ONE-TIME FUNDING - REPORT TO SIXTY-NINTH LEGISLATIVE ASSEMBLY.**

6 There is appropriated out of any moneys in the general fund in the state treasury, not otherwise
7 appropriated, the sum of \$5,000,000, or so much of the sum as may be necessary, to the
8 attorney general for the purpose of providing back the blue grants to assist local law
9 enforcement agencies with workforce recruitment and retention, for the biennium beginning
10 July 1, 2023, and ending June 30, 2025. Of the funding appropriated in this section, \$1,250,000
11 is available exclusively to local law enforcement agencies employing ten or fewer employees
12 working in a law enforcement capacity. This funding is considered a one-time funding item.

- 13 1. To be eligible for a grant under this section, a law enforcement agency must have
14 incurred workforce recruitment and retention-related expenditures. Eligible
15 expenditures include:
16 a. Bonuses paid to new and current law enforcement officers;
17 b. Tuition and fee payments made on behalf of law enforcement trainees; and
18 c. Costs to upgrade law enforcement equipment.
19 2. Law enforcement agencies seeking reimbursement for workforce recruitment and
20 retention-related expenditures must submit a report of actual expenditures incurred to
21 the attorney general with the grant application.
22 3. The attorney general:
23 a. Shall reimburse each eligible applicant fifty percent of allowable expenditures;

Sixty-eighth
Legislative Assembly

- 1 b. May not award funding appropriated in this section to state or federal law
- 2 enforcement entities; and
- 3 c. Shall report to the sixty-ninth legislative assembly regarding the number of grants
- 4 provided pursuant to this section.



AWARD ACCEPTANCE
Back the Blue Grant
Office of Attorney General

Back the Blue Award Acceptance

This funding has been appropriated by the 2023 ND Legislative Session and may be used for providing hiring and retention bonuses to new and current law enforcement and correctional officers and providing tuition and fee payments on behalf of law enforcement trainees.

Supplanting is not allowed. These funds should not be used to replace local funds that, in the absence of this grant, have been appropriated or made available for the purpose of this project. Instead, these funds should enhance the applicant's budgets and activities, and should increase the total funding available for this purpose.

Reporting required. All agencies accepting funds will be required to report to the Attorney General's office regarding the use and effectiveness of the funding.

Applicant Information			
Agency: <u>Minot Police Department</u>			
Address: <u>515 2nd Ave SW</u>		<u>Minot, ND 58701</u>	
Street Address		City	State Zip Code
Phone: <u>701-857-9800</u>	Email: <u>john.klug@minotnd.gov</u>		
Budget Plan			
Award Amount: <u>\$102,194</u>		Please Explain how you plan to allocate the funds.	
Funds will primarily be used for recruitment bonuses paid to current officers responsible for the successful recruitment of new officers. Additional tuition assistance or student loan payment will be considered. Retention bonuses for current employees will be considered near grant closeout.			
Disclaimer and Signature			
<i>I certify that these funds will be spent no later than March 31,2025. Any unspent funds will need to be returned to the Attorney General.</i>			
Signature: _____		Date: _____	



TO: Mayor Ross
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: June 17, 2024

**SUBJECT: APPROVE BUDGET AMENDMENT FOR REMAINING MILESTONES
OF NEW DISPATCH CENTER**

I. RECOMMENDED ACTION

It is recommended the City Council approve the budget amendment for the remaining milestone payments for the new dispatch center and authorize payment to be made prior to the second reading.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

The City Hall rehabilitation project remodeled the former Wells Fargo building into a new Minot City Hall. This included the relocation of many of the administrative departments as well as the regional dispatch center. The relocation was phased out as the administrative functions moved into the new building in the spring of 2023 and the dispatch center relocated in the fall of 2023. We have received the final milestone invoices from the State of North Dakota Information Technology department, and we need to issue payment. Since the project finished in 2023, the appropriation lapsed for anything unspent on the project. A budget amendment is recommended to re-appropriate the project funds for the remaining milestone payments of the new dispatch center.

B. Proposed Project

The project is complete, and the new dispatch center is fully operational.

C. Recommendation Detail

It is recommended the City Council approve the attached budget amendment to reallocate the project funds for the final milestone payments.

IV. IMPACT

A. Aspirations

This project meets all of Council's aspirations.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The City Hall rehabilitation project was fully funded with a variety of different funding sources (CDBG-NDR, Sales Tax, General Fund Reserves, etc.)

Project Costs

Milestone 2: \$439,582.80

Milestone 3: \$73,263.80

Milestone 4: \$36,631.90

Project Funding

City Hall capital project funding

VI. ALTERNATIVES

All these milestones were previously approved by City Council with the overall project.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
DISPATCH CAPITAL EQUIPMENT EXPENDITURES FOR THE REMAINING
MILESTONE PAYMENTS FOR THE NEW DISPATCH CENTER AND APPROVE THE
TRANSFER OF PROJECT FUNDS:**

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

- §1: Amend the 2024 annual budget to increase the dispatch capital equipment expenditures for the remaining milestone payments for the new dispatch center:

42024000-57500	2016380001	\$549,479
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- §2: Approve the transfer of project funds:

10038000-49125		\$549,478.50
42000000-39101	2016380001	(549,478.50)

- §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: Brian Billingsley, Community Development Director

DATE: June 17, 2024

**SUBJECT: PUBLIC HEARING: DEMOLITION OF DANGEROUS BUILDING
LOCATED AT 511 7TH ST NE, MINOT, ND 58703**

I. RECOMMENDED ACTION

1. It is recommended City Council find that the damaged residence located at 511 – 7th St NE, Minot, ND 58703 is a dangerous building as defined by City Ordinance [Sec. 9-2 \(11\)](#) and [9-11\(1\) - \(8\)](#); and
2. Direct City staff to collect three bids and select the best and most cost-effective bid.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community Development Director, 701-857-4022

III. DESCRIPTION

A. Background

May 2022: The single-family dwelling sustained significant fire damage.

July 29, 2022: A Notice of Violation and Order for Remedial Work was issued and hand-delivered by Luke Tillema.

August 18, 2022: The owner disregarded the Notices of Violation and Orders for Remedial Work and the City of Minot abatement contractor was dispatched to secure the building. The unsecured openings present at the time were boarded up, the cost assessed to the property, and the cost was included on the property's tax statement the following year.

August 3, 2023: A second Notice of Violation and Order for Remedial Work was issued to the owner specifying the lack of required facilities present to occupy the building.

March 2023: The North Dakota State Electrical Board permitted and approved the installation of a temporary electrical service for this dangerous building without written approval from the building official, as required by ordinance.

April 24, 2024: The same single-family dwelling sustained further damage when a second fire occurred inside the building. The second fire further

damaged the unrepaired, dangerous, and previously fire-damaged building beyond repair.

April 24, 2024: A Notice of Violation and Order for Remedial Work ordering demolition was issued by the Building Official to the owner by certified mail and regular mail and an unsuccessful attempt was made for personal service on the following day (04/26/2024). An appeal was not received within the 10-day appeal window. There has been no action by the owner to remediate any of the dangerous conditions present in the fire-damaged building, dating back to the first Order issued in 2022.

The property owner has stopped into the public works building to inquire about a demolition permit in last week, but to date no application for a demolition permit has been received.

B. Proposed Project

City staff recommends the City Council authorize City staff to make arrangements to demolish the dangerous building located at 511 - 7th St. NE, Minot, ND 58703.

C. Recommendation Detail

[Article II of Chapter 9 of the City's Ordinances](#) sets forth the process by which the City addresses dangerous buildings within City limits. If the building official discovers a dangerous building, [Sec. 9-12](#) requires the official to serve notice of the violation upon the owner of the building, and [Sec. 9-13](#) requires the official to enter a written order setting forth the minimum remedial work required to eliminate the danger. In this case, the building official has served three separate notices upon the property owner since 2022 advising them of the violation and describing the remedial work necessary to eliminate the danger. Those notices, and photographs of the residence are attached to this agenda item. To date, the owner has not required the remedial work within the time specified in any of the notices. [Sec. 9-14](#) states that if the dangerous condition is not addressed, the city shall have a right of entry upon the premises in order that its agents, employees, and contractors may undertake the necessary remedial work to address the dangerous building. If the City desires to address the dangerous building, city staff will plan to reach out to its abatement contractor - Hanson Excavating - and make arrangements to demolish the property.

IV. IMPACT

A. Aspirations

Demolition of this dangerous building aligns with the 'Resilient and Prepared' and 'Safe and Welcoming' aspirations.

B. Service/Delivery Impact:

Removing the structure will relieve neighboring properties of blight conditions, health concerns and possible life safety consequences. The

building official finds this structure is dangerous as defined by City of Minot Code of Ordinances [Sec. 9-2 \(11\)](#) and [9-11\(1\) - \(8\)](#).

C. Fiscal Impact

Demolition costs will be assessed to the owner of the property.

Project Costs

The costs will then be assessed to the property. It is estimated the cost will be between \$25,000 to \$30,000 to demolish the building and assess the costs against the property.

Project Funding

10036000-44360: Nuisance Abatements

VI. ALTERNATIVES

A. The Council could recommend not demolishing the building, and provide the Building Official with directions on how to proceed.

* Note - It is expected that the current conditions will worsen quickly, with water and fire damaged building materials and personal contents throughout the building and rising seasonal temperatures. Unmaintained buildings deteriorate quickly and become more dangerous over a short period of time.

NOTICE OF VIOLATION AND ORDER FOR REMEDIAL WORK OR DEMOLITION

DATE OF NOTICE: July 19, 2022

ADDRESS OF PROPERTY IN VIOLATION: 511 7th St. NE

LEGAL DESCRIPTION OF PROPERTY IN VIOLATION: _____

OEN'S ADDITION S/D OF BLOCKS 2 & 3 LOT 5 BLOCK 2

OWNER OF RECORD: STEWART, TRAVIS

LAST KNOWN ADDRESS OF OWNER OR OTHER PERSON IN
CHARGE OF PROPERTY (if same as property address, enter "same"): Same

A City Code Inspector has identified the following condition(s) on the above-described property which is a dangerous building or dangerous condition under City of Minot Code of Ordinances Chapter 9:

1. ☐ A substantial portion of the walls, whether exterior or interior, or other vertical structural members, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of the base. (9-11(1) dangerous building)
2. ☐ A substantial portion of the supporting elements or members show damage, destruction, or deterioration equal to one-third (1/3) or more of the material contained therein, or it otherwise reasonably appears that a substantial portion of the roof, floors, foundation or supporting members, or any combination thereof, are overloaded or insufficiently strong to be reasonably safe for the purpose to which it is put. (9-11(2) dangerous building)
3. ☒ A substantial portion of the exterior fabric of the building, exclusive of support members or elements, is damaged, destroyed or deteriorated to the extent of one-half (1/2) of the material contained therein. (9-11(3) dangerous building)
4. ☒ A substantial portion of the building is damaged, destroyed, or deteriorated to the extent that the health and safety of persons in or about the building may be imperiled. (9-11(4) dangerous building)
5. ☒ A significant portion of the building is in a condition which harbors or promotes disease (9-11(5) dangerous building)
6. ☒ The building has inadequate facilities for egress (9-11(6) dangerous building)
7. ☒ A condition exists which, if left unattended or uncorrected, will, to a reasonable degree of certainty, result in a building becoming a dangerous building within six months. (9-11 "dangerous condition")

Summary description (attach inspection report):

Due to recent fire - structural components and existing equipment have
hereafter become unsafe and conditions related to the structure are
dangerous to human life.

NOTICE OF VIOLATION AND ORDER FOR REMEDIAL WORK OR DEMOLITION

RIGHT TO APPEAL AND A HEARING:

An owner who receives this Notice of Violation and Order may file an appeal and, upon timely filing of an appeal, has a right to a hearing before the Minot City Council, as provided in Chapter 9 of the Minot code of Ordinances. The appeal must be in writing and filed within **ten (10) days of receipt**, with Luke Tillema, Inspections Department, City of Minot, 1025 31st Street SE, Minot, ND 58701-5253. Filing of an appeal automatically stays the Order for thirty (30) days. The appeal hearing must be held according to Chapter 9 within thirty (30) days of filing, subject to agreement of the parties postponing the hearing and staying the Order to a later date. For more information on the City of Minot's ordinances or on your appeal rights, consult the City of Minot Code of Ordinances Chapter 9 (available at City of Minot City Hall and/or online at <https://library.municode.com/index.aspx?clientId=10154>).

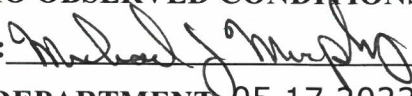
CONSEQUENCES OF NON-COMPLIANCE:

If an owner fails to comply with the Order requiring remedial work or demolition, the City will take the necessary steps to enforce City of Minot Code of Ordinances as stated in Section 9-14 including, but not limited to:

- (1) **entering upon the property** for purposes of undertaking necessary remedial work or demolition, applying for and obtaining an administrative search warrant issued by a court with jurisdiction, soliciting bids for required remedial work or demolition, and certifying and assessing costs as a special assessment against the property;
- (2) **pursuing appropriate judicial remedies** by filing a civil action in a court of competent jurisdiction; and/or
- (3) **pursuing criminal charges against the property owner** for willful refusal to perform required remedial work, subjecting the property owner, upon conviction, to a penalty of up to thirty days in jail, up to a \$1,500 fine, and/or any sentencing alternatives provided in section 12.1-32-02 of the North Dakota Century Code for the violation of a city ordinance.

NAME OF BUILDING INSPECTION DEPARTMENT STAFF WHO OBSERVED CONDITIONS:

PRINTED: Mike Murphy

SIGNED: 

DATE VIOLATIONS OBSERVED BY BUILDING INSPECTION DEPARTMENT: 05.17.2022

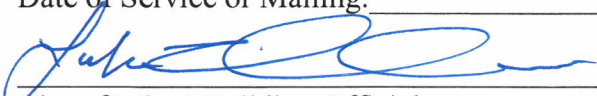
PHOTOS: Yes ☒ No ☐ **ATTACHED:** Yes ☒ No ☐

If the owner in receipt of this Notice should have any questions concerning the matters specified in this Notice, please contact the City Building Official at (701) 857-4102 or the City Attorney's Office at (701) 857-4755.

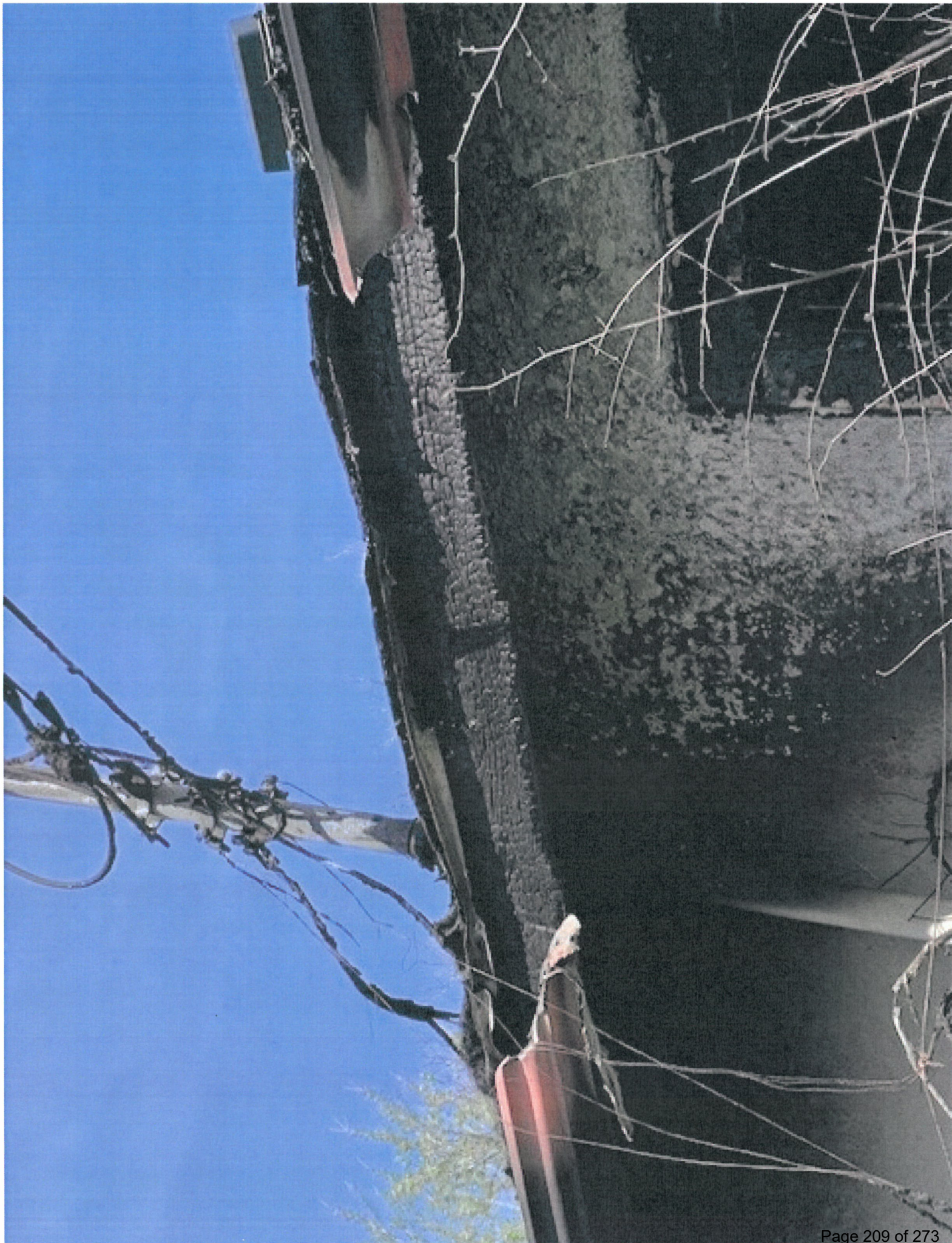
SERVICE:

- ☒ Certified Mail
☒ Personal Service
☐ Publication
☐ Other: _____

Date of Service or Mailing: 07.29.2022


City of Minot Building Official

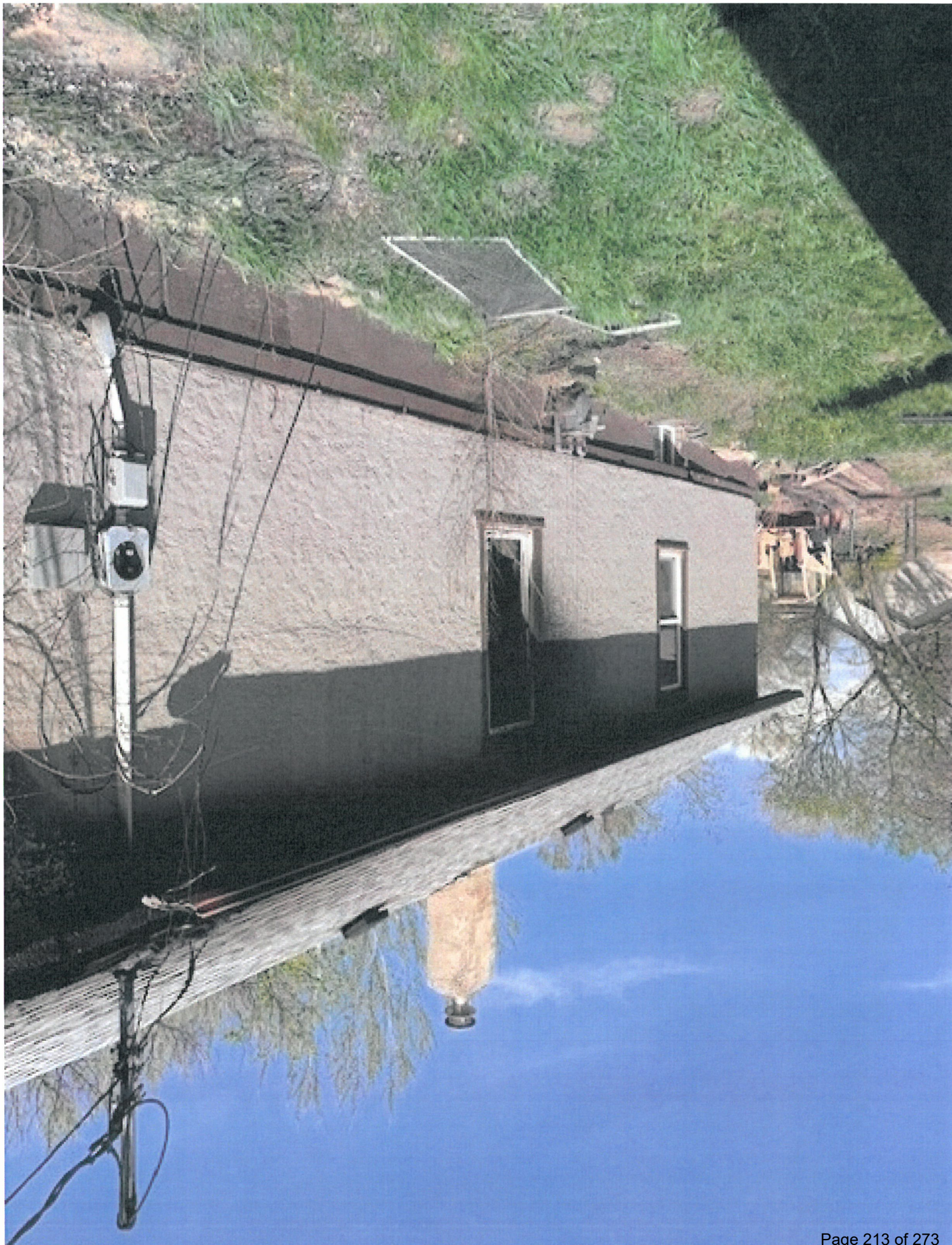


















NOTICE OF VIOLATION AND ORDER FOR REMEDIAL WORK OR DEMOLITION

VACATION OF BUILDING

- ☐ Immediate vacation of the building is **NOT REQUIRED**.
- ☒ **Immediate vacation of the building or part IS ORDERED** as follows and for the following reason(s):
Building has significant smoke damage and is unsecured. All windows and doors need to be made
secure and human habitation will not be allowed until remedial action is complete.

If immediate vacation of the building or any part of it is ordered, the order shall remain in effect until the required remedial work has been accomplished and a building official so certifies after an inspection of the building. It is unlawful for any person having knowledge of the vacancy order to knowingly disregard it except in the course of performing remedial work or enforcing the City Code.

REQUIRED REMEDIAL WORK OR DEMOLITION

- ☒ Repair by reconstruction or replacement, additional protective construction, fumigation or pest eradication, or other remedial work **IS ORDERED** as follows:
Structure is to be restored to a safe condition: Such repairs, alterations shall have necessary
engineered design for any structural work and all remedial work shall be submitted with a plan and
a building permit application.
All work shall comply with the requirements of Section 114.1 2018 IRC.
MUST SECURE ALL OPENINGS INTO BUILDING WITHIN 10 DAYS OF SERVICE OF THIS ORDER.

The owner has the right to demolish the building in lieu of completing the required remedial work, provided the demolition is accomplished in accordance with the building code within the time period specified for completion of the remedial work.

- ☐ **DEMOLITION** of the building **IS ORDERED** in accordance with the building code as follows and for the following reason(s):

DEADLINE TO COMPLETE REMEDIAL WORK OR DEMOLITION:

- ☐ The required remedial work or demolition must be completed within **NOT MORE THAN 10 DAYS** of service of this Notice of Violation and Order for Remedial Work.
- ☒ For the following reasons, the required remedial work or demolition, or specified part of the work, must be completed in less than 90 days, **NOT LATER THAN:** MUST SECURE ALL OPENINGS INTO
BUILDING WITHIN 10 DAYS OF SERVICE OF THIS ORDER. All other remedial work must be completed
by Monday, September 26th, 2022.

NOTICE OF VIOLATION AND ORDER FOR REMEDIAL WORK OR DEMOLITION

DATE OF NOTICE: August 3, 2023

ADDRESS OF PROPERTY IN VIOLATION: 511 7th St. NE

LEGAL DESCRIPTION OF PROPERTY IN VIOLATION: _____

OEN'S ADDITION S/D OF BLOCKS 2 & 3 LOT 5 BLOCK 2

OWNER OF RECORD: STEWART, TRAVIS

LAST KNOWN ADDRESS OF OWNER OR OTHER PERSON IN

CHARGE OF PROPERTY (if same as property address, enter "same"): Same

A City Code Inspector has identified the following condition(s) on the above-described property which is a dangerous building or dangerous condition under City of Minot Code of Ordinances Chapter 9:

1. ☐ A substantial portion of the walls, whether exterior or interior, or other vertical structural members, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of the base. (9-11(1) dangerous building)
2. ☐ A substantial portion of the supporting elements or members show damage, destruction, or deterioration equal to one-third (1/3) or more of the material contained therein, or it otherwise reasonably appears that a substantial portion of the roof, floors, foundation or supporting members, or any combination thereof, are overloaded or insufficiently strong to be reasonably safe for the purpose to which it is put. (9-11(2) dangerous building)
3. ☒ A substantial portion of the exterior fabric of the building, exclusive of support members or elements, is damaged, destroyed or deteriorated to the extent of one-half (1/2) of the material contained therein. (9-11(3) dangerous building)
4. ☒ A substantial portion of the building is damaged, destroyed, or deteriorated to the extent that the health and safety of persons in or about the building may be imperiled. (9-11(4) dangerous building)
5. ☒ A significant portion of the building is in a condition which harbors or promotes disease (9-11(5) dangerous building)
6. ☒ The building has inadequate facilities for egress (9-11(6) dangerous building)
7. ☒ A condition exists which, if left unattended or uncorrected, will, to a reasonable degree of certainty, result in a building becoming a dangerous building within six months. (9-11 "dangerous condition")

Summary description (attach inspection report):

Due to fire - structural components and existing equipment have
hereafter become unsafe and conditions related to the structure are
dangerous to human life.

NOTICE OF VIOLATION AND ORDER FOR REMEDIAL WORK OR DEMOLITION

VACATION OF BUILDING

☐

Immediate vacation of the building is **NOT REQUIRED**.

☒

Immediate vacation of the building or part IS ORDERED as follows and for the following reason(s):

Building has significant smoke damage and is unsecured. All windows and doors need to be made secure and human habitation will not be allowed until remedial action is complete.

If immediate vacation of the building or any part of it is ordered, the order shall remain in effect until the required remedial work has been accomplished and a building official so certifies after an inspection of the building. It is unlawful for any person having knowledge of the vacancy order to knowingly disregard it except in the course of performing remedial work or enforcing the City Code.

REQUIRED REMEDIAL WORK OR DEMOLITION

☒

Repair by reconstruction or replacement, additional protective construction, fumigation or pest eradication, or other remedial work **IS ORDERED** as follows:

Structure is to be restored to a safe condition: Such repairs, alterations shall have necessary engineered design for any structural work and all remedial work shall be submitted with a plan and a building permit application.

All work shall comply with the requirements of Section 114.1 2021 IRC.

MUST SECURE ALL OPENINGS INTO BUILDING WITHIN 4 DAYS OF SERVICE OF THIS ORDER.

The owner has the right to demolish the building in lieu of completing the required remedial work, provided the demolition is accomplished in accordance with the building code within the time period specified for completion of the remedial work.

☐

DEMOLITION of the building **IS ORDERED** in accordance with the building code as follows and for the following reason(s):

DEADLINE TO COMPLETE REMEDIAL WORK OR DEMOLITION:

☐

The required remedial work or demolition must be completed within **NOT MORE THAN 10 DAYS** of service of this Notice of Violation and Order for Remedial Work.

☒

For the following reasons, the required remedial work or demolition, or specified part of the work, must be completed in less than 90 days, **NOT LATER THAN: MUST SECURE ALL OPENINGS INTO BUILDING WITHIN 4 DAYS OF SERVICE OF THIS ORDER.** All other remedial work must be completed by Friday, October 6th, 2023.

NOTICE OF VIOLATION AND ORDER FOR REMEDIAL WORK OR DEMOLITION

RIGHT TO APPEAL AND A HEARING:

An owner who receives this Notice of Violation and Order may file an appeal and, upon timely filing of an appeal, has a right to a hearing before the Minot City Council, as provided in Chapter 9 of the Minot code of Ordinances. The appeal must be in writing and filed within **ten (10) days of receipt**, with Luke Tillema, Inspections Department, City of Minot, 1025 31st Street SE, Minot, ND 58701-5253. Filing of an appeal automatically stays the Order for thirty (30) days. The appeal hearing must be held according to Chapter 9 within thirty (30) days of filing, subject to agreement of the parties postponing the hearing and staying the Order to a later date. For more information on the City of Minot's ordinances or on your appeal rights, consult the City of Minot Code of Ordinances Chapter 9 (available at City of Minot City Hall and/or online at <https://library.municode.com/index.aspx?clientId=10154>).

CONSEQUENCES OF NON-COMPLIANCE:

If an owner fails to comply with the Order requiring remedial work or demolition, the City will take the necessary steps to enforce City of Minot Code of Ordinances as stated in Section 9-14 including, but not limited to:

- (1) **entering upon the property** for purposes of undertaking necessary remedial work or demolition, applying for and obtaining an administrative search warrant issued by a court with jurisdiction, soliciting bids for required remedial work or demolition, and certifying and assessing costs as a special assessment against the property;
- (2) **pursuing appropriate judicial remedies** by filing a civil action in a court of competent jurisdiction; and/or
- (3) **pursuing criminal charges against the property owner** for willful refusal to perform required remedial work, subjecting the property owner, upon conviction, to a penalty of up to thirty days in jail, up to a \$1,500 fine, and/or any sentencing alternatives provided in section 12.1-32-02 of the North Dakota Century Code for the violation of a city ordinance.

NAME OF BUILDING INSPECTION DEPARTMENT STAFF WHO OBSERVED CONDITIONS:

PRINTED: Mike Murphy

SIGNED: _____

DATE VIOLATIONS OBSERVED BY BUILDING INSPECTION DEPARTMENT: 05.17.2022

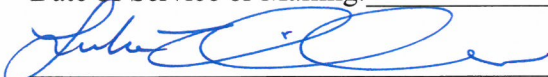
PHOTOS: Yes ☒ No ☐ **ATTACHED:** Yes ☒ No ☐

If the owner in receipt of this Notice should have any questions concerning the matters specified in this Notice, please contact the City Building Official at (701) 857-4102 or the City Attorney's Office at (701) 857-4755.

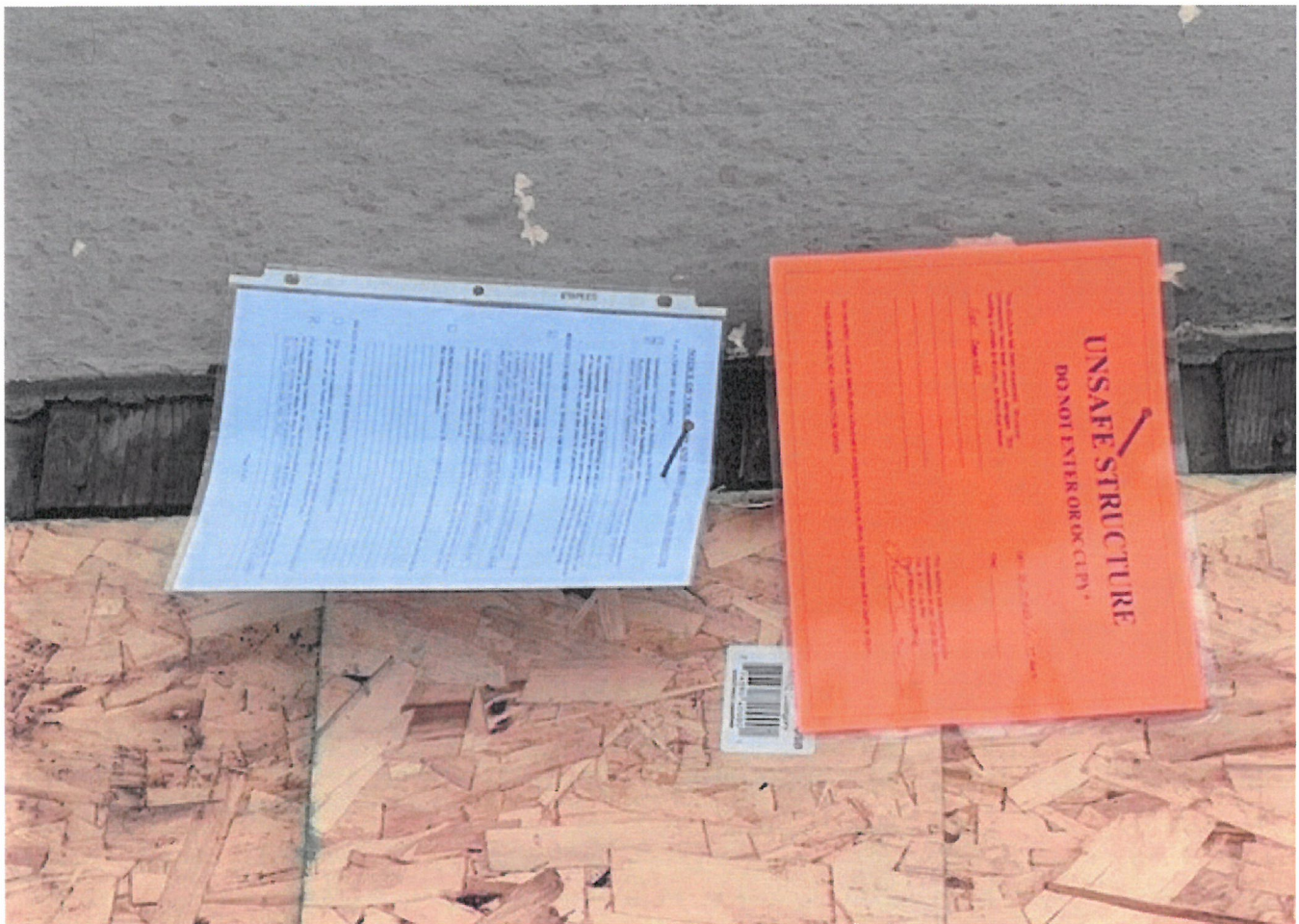
SERVICE:

- ☒ Certified Mail
☒ Personal Service
☐ Publication
☐ Other: _____

Date of Service or Mailing: 08.03.2023



City of Minot Building Official



UNSAFE STRUCTURE
DO NOT ENTER OR OCCUPY*

This structure has been inspected: Structural components have been seriously damaged. This building is unsafe to occupy, as described below:

Fire Damage

[Signature]

DATE: *05.17.2022*
TIME: *11:48 Am*

This building was inspected under Authorization as per 2018 IBC Section 116. A 116.1 by the: City of Minot Building Official.
[Signature]

Do not enter, except as specifically authorized in writing by the City of Minot. Entry may result in death or injury.

*THIS PLACARD IS NOT A DEMOLITION ORDER





[Active Certs]

P.Area = '24' AND P.District = 8 AND P.LastContact BETWEEN 'Mar 27 2023 12:00AM' AND 'Mar 27 2023 12:00AM'
AND ((P.Archived IS NULL) OR (P.Archived = '')) OR (P.Archived = '0')) AND P.JobClass LIKE '%'

Cert#	Owner NAME	Job Street	Job City	Job County	District
741579	TRAVIS STEWART	511 7TH ST NE	MINOT	WARD	8
	Owner Work Ph	Job Contact			
	(701) 818-7505	LANCE JOHNSON 701-833-8571			

Description: INSTALL NEW METER MAIN AND TEMPORARY POWER PANEL FOR RECONSTRUCTION AFTER FIRE

Contractor Remarks: P.O. #7503-43463

Insp Type	Date	Electrician Name	Compl Rec'd	Job Start	Start Rec'd	Job Cost	Fees Applied
F	3/27/23	DAVE HENDERSHOT	03/16/23	11/30/22	11/30/22	7,700.00	140.00

Business Name	Est Job Cost
MAIN ELECTRIC CONSTRUCTION INC	\$10,000 OR LESS

Inspection Type	Date	Remarks	Inspected By	Finaled By
RI	12/13/22	OK TO COVER	HUBER	

Inspection Type	Date	Remarks	Inspected By	Finaled By
F	3/27/23		HUBER	HUBER

NOTICE OF DEMOLITION OF A CERTAIN BUILDING

Application has been made to the City Council for orders to demolish the following structure:

Parcel ID: **MI13.286.020.0050**

Legal Description: OEN'S ADDITION S/D OF BLOCKS 2 & 3 LOT 5 BLOCK 2

Street Address: 511 7TH ST NE, Minot, ND

A public hearing will be held on June 17, 2024 at 5:30 p.m. in City Council Chambers at City Hall (10 3RD AVE SW). Anyone objecting to the orders to demolish these structures should make their protest known. Further information can be obtained from Luke Tillema, Building Official, at 857-4102.

Publish Legal Ad: June 7, 2024
June 14, 2024

Bill to: Inspection Department
City of Minot
PO Box 5006
Minot, ND 58702-5006

NOTICE OF VIOLATION AND ORDER FOR REMEDIAL WORK OR DEMOLITION

DATE OF NOTICE: 04.25.2024

ADDRESS OF PROPERTY IN VIOLATION: 511 7th St. NE

LEGAL DESCRIPTION OF PROPERTY IN VIOLATION: OEN'S ADDITION S/D OF
BLOCKS 2 & 3 LOT 5 BLOCK 2

OWNER OF RECORD: STEWART, TRAVIS

LAST KNOWN ADDRESS OF OWNER OR OTHER PERSON IN
CHARGE OF PROPERTY (if same as property address, enter "same"): PO BOX 5005
MINOT, ND 58702-5005

A City Code Inspector has identified the following condition(s) on the above-described property which is a dangerous building or dangerous condition under City of Minot Code of Ordinances Chapter 9:

1. ☒ A substantial portion of the walls, whether exterior or interior, or other vertical structural members, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of the base. (9-11(1) dangerous building)
2. ☒ A substantial portion of the supporting elements or members show damage, destruction, or deterioration equal to one-third (1/3) or more of the material contained therein, or it otherwise reasonably appears that a substantial portion of the roof, floors, foundation or supporting members, or any combination thereof, are overloaded or insufficiently strong to be reasonably safe for the purpose to which it is put. (9-11(2) dangerous building)
3. ☒ A substantial portion of the exterior fabric of the building, exclusive of support members or elements, is damaged, destroyed or deteriorated to the extent of one-half (1/2) of the material contained therein. (9-11(3) dangerous building)
4. ☒ A substantial portion of the building is damaged, destroyed, or deteriorated to the extent that the health and safety of persons in or about the building may be imperiled. (9-11(4) dangerous building)
5. ☒ A significant portion of the building is in a condition which harbors or promotes disease (9-11(5) dangerous building)
6. ☒ The building has inadequate facilities for egress (9-11(6) dangerous building)
7. ☒ A condition exists which, if left unattended or uncorrected, will, to a reasonable degree of certainty, result in a building becoming a dangerous building within six months. (9-11 "dangerous condition")

Summary description (attach inspection report):

Due to second fire to previously fire-damaged building, which was not repaired nor permitted to be - structural components and equipment have hereafter become unsafe and conditions related to the structure have sustained extensive fire-damage and are dangerous to human life. This building should be immediately evacuated and demolished.

NOTICE OF VIOLATION AND ORDER FOR REMEDIAL WORK OR DEMOLITION

VACATION OF BUILDING

- ☐ Immediate vacation of the building is **NOT REQUIRED**.
- ☒ **Immediate vacation of the building or part IS ORDERED** as follows and for the following reason(s):
The substantially fire-damaged building is UNSAFE TO OCCUPY. Several of the building's critical structural components have sustained extensive fire damage and may collapse with any additional loading.

If immediate vacation of the building or any part of it is ordered, the order shall remain in effect until the required remedial work has been accomplished and a building official so certifies after an inspection of the building. It is unlawful for any person having knowledge of the vacancy order to knowingly disregard it except in the course of performing remedial work or enforcing the City Code.

REQUIRED REMEDIAL WORK OR DEMOLITION

- ☐ Repair by reconstruction or replacement, additional protective construction, fumigation or pest eradication, or other remedial work **IS ORDERED** as follows:

The owner has the right to demolish the building in lieu of completing the required remedial work, provided the demolition is accomplished in accordance with the building code within the time period specified for completion of the remedial work.

- ☒ **DEMOLITION** of the building **IS ORDERED** in accordance with the building code as follows and for the following reason(s):
Critical structural components have become fire-damaged beyond repair.
Demolition of this structure is required in order to abate this dangerous attractive nuisance.
A demolition permit application shall be submitted to the Inspection Department office with in the timeline specified below.

DEADLINE TO COMPLETE REMEDIAL WORK OR DEMOLITION:

- ☒ The required remedial work or demolition must be completed within **NOT MORE THAN 10 DAYS** of service of this Notice of Violation and Order for Remedial Work.
- ☐ For the following reasons, the required remedial work or demolition, or specified part of the work, must be completed in less than 90 days, **NOT LATER THAN:** _____

NOTICE OF VIOLATION AND ORDER FOR REMEDIAL WORK OR DEMOLITION

RIGHT TO APPEAL AND A HEARING:

An owner who receives this Notice of Violation and Order may file an appeal and, upon timely filing of an appeal, has a right to a hearing before the Minot City Council, as provided in Chapter 9 of the Minot code of Ordinances. The appeal must be in writing and filed within **ten (10) days of receipt**, with Luke Tillema, Inspections Department, City of Minot, 1025 31st Street SE, Minot, ND 58701-5253. Filing of an appeal automatically stays the Order for thirty (30) days. The appeal hearing must be held according to Chapter 9 within thirty (30) days of filing, subject to agreement of the parties postponing the hearing and staying the Order to a later date. For more information on the City of Minot's ordinances or on your appeal rights, consult the City of Minot Code of Ordinances Chapter 9 (available at City of Minot City Hall and/or online at <https://library.municode.com/index.aspx?clientId=10154>).

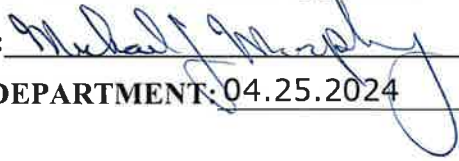
CONSEQUENCES OF NON-COMPLIANCE:

If an owner fails to comply with the Order requiring remedial work or demolition, the City will take the necessary steps to enforce City of Minot Code of Ordinances as stated in Section 9-14 including, but not limited to:

- (1) **entering upon the property** for purposes of undertaking necessary remedial work or demolition, applying for and obtaining an administrative search warrant issued by a court with jurisdiction, soliciting bids for required remedial work or demolition, and certifying and assessing costs as a special assessment against the property;
- (2) **pursuing appropriate judicial remedies** by filing a civil action in a court of competent jurisdiction; and/or
- (3) **pursuing criminal charges against the property owner** for willful refusal to perform required remedial work, subjecting the property owner, upon conviction, to a penalty of up to thirty days in jail, up to a \$1,500 fine, and/or any sentencing alternatives provided in section 12.1-32-02 of the North Dakota Century Code for the violation of a city ordinance.

NAME OF BUILDING INSPECTION DEPARTMENT STAFF WHO OBSERVED CONDITIONS:

PRINTED: Mike Murphy

SIGNED: 

DATE VIOLATIONS OBSERVED BY BUILDING INSPECTION DEPARTMENT: 04.25.2024

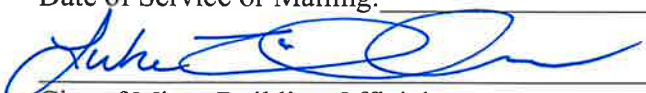
PHOTOS: Yes ☒ No ☐ **ATTACHED:** Yes ☒ No ☐

If the owner in receipt of this Notice should have any questions concerning the matters specified in this Notice, please contact the City Building Official at (701) 857-4102 or the City Attorney's Office at (701) 857-4755.

SERVICE:

- ☒ Certified Mail
☐ Personal Service
☐ Publication
☒ Other: Regular mail - USPS

Date of Service or Mailing: 04.25.2024

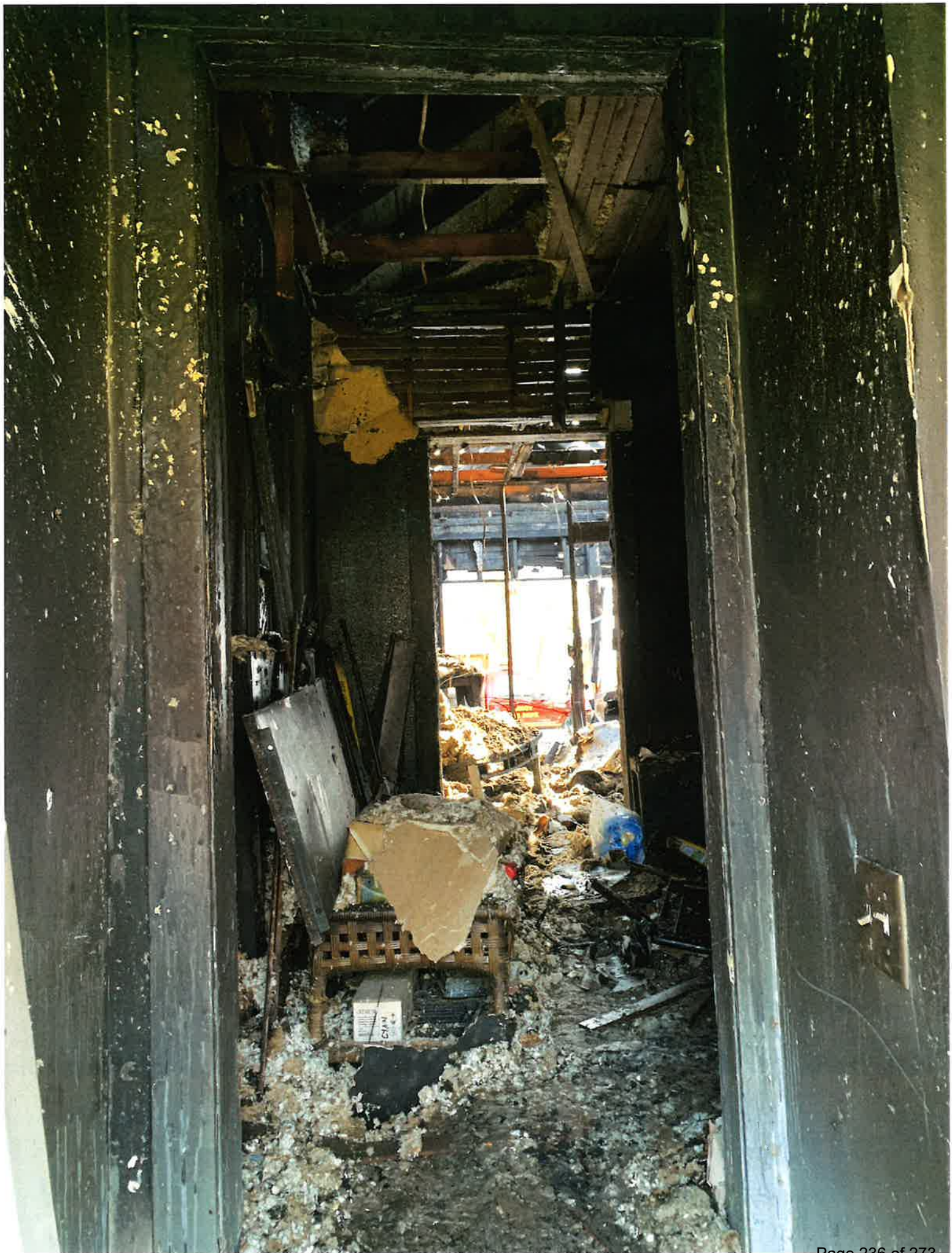

City of Minot Building Official





















TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: June 17, 2024

**SUBJECT: FINAL SUBDIVISION PLAT TO BE KNOWN AS FOREST ACRES 2ND
ADDITION TO THE CITY OF MINOT, NORTH DAKOTA**

I. RECOMMENDED ACTION

It is recommended City Council approve the proposed final subdivision plat as provided in Attachment A.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community Development Director, 701-857-4022
Doug Diedrichsen, Principal Planner, 701-857-4022

III. DESCRIPTION

A. Background

The applicant, representing the City of Minot, seeks to realign several existing platted lots and vacate rights-of-way access points in order to consolidate properties presently utilized for flood control purposes. The resulting lots conform to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.

B. Proposed Project
N/A

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations

B. Service/Delivery Impact:

State how this project will impact (improve, augment, advance) the City, your Department, our services, quality, delivery, customer experience, etc.

C. Fiscal Impact

Briefly state how this project is being funded. Add written context in the paragraph so the dollar amounts, sources of funding, and expenses are made clear and document whether the project was included in the approved budget

Project Costs

List the cost components and dollar amounts

Project Funding

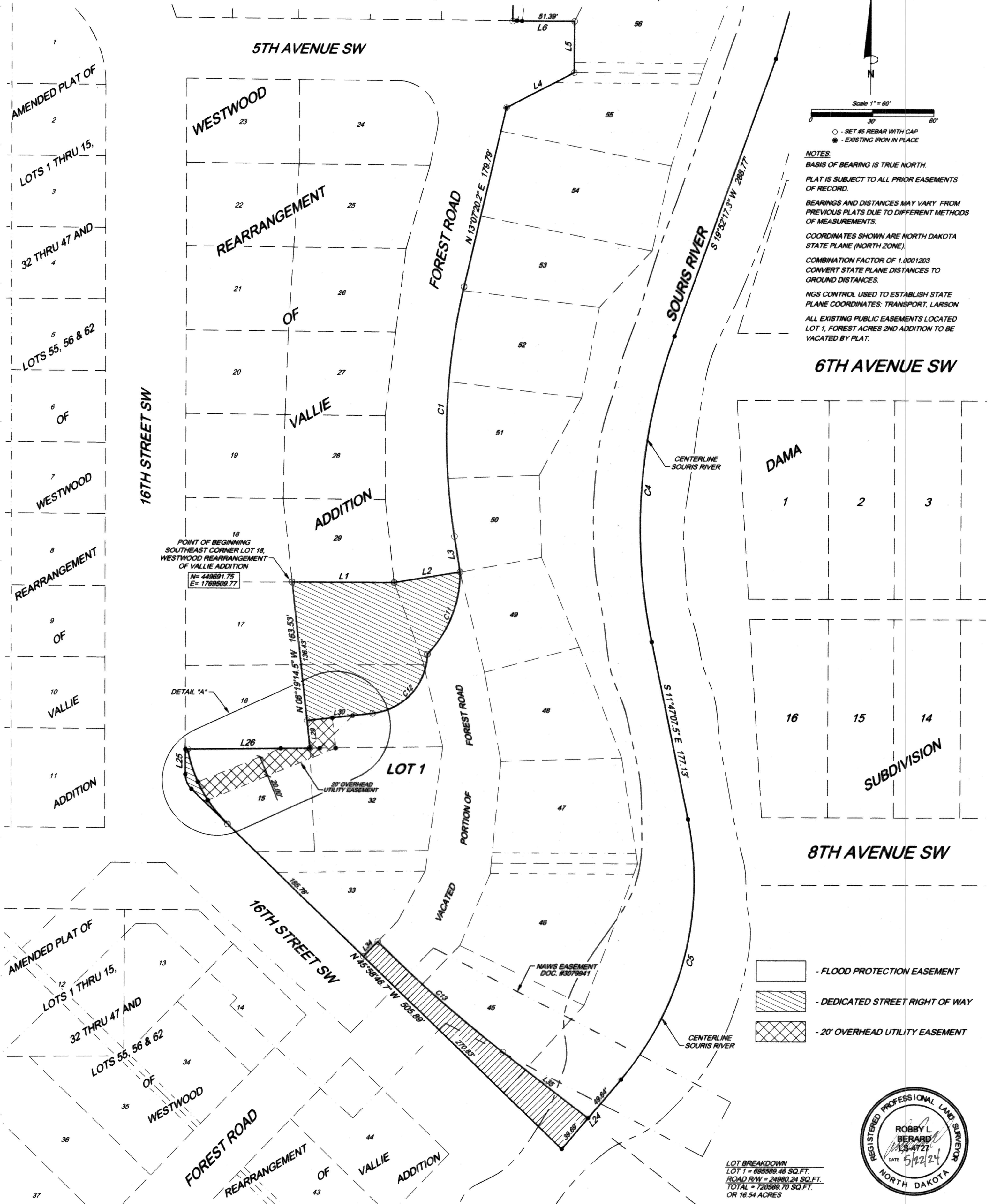
Place the name of the account or line item

VI. ALTERNATIVES

The Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

FOREST ACRES 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

(BEING OUTLOT 34, SECTION 23, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, LOTS 1 THRU 7, BLOCK 1, LOTS 1, 2, 4 THRU 7, BLOCK 2, AMENDED PLAT & REARRANGEMENT OF FOREST ACRES ADDITION LOTS 30, 31, 48 THRU 54 AND LOT 57, WESTWOOD REARRANGEMENT OF VALLIE ADDITION, LOTS 15, 32, 33, 45 THRU 47, 55 AND 56 AMENDED PLAT OF LOTS 1 THRU 15, 32 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA PLUS VACATED PORTIONS OF 3RD AVENUE SW, 4TH AVENUE SW AND FOREST ROAD)

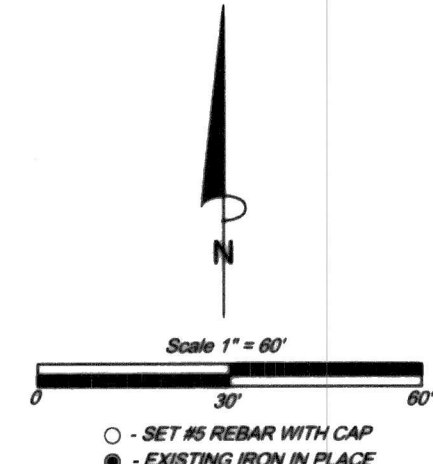
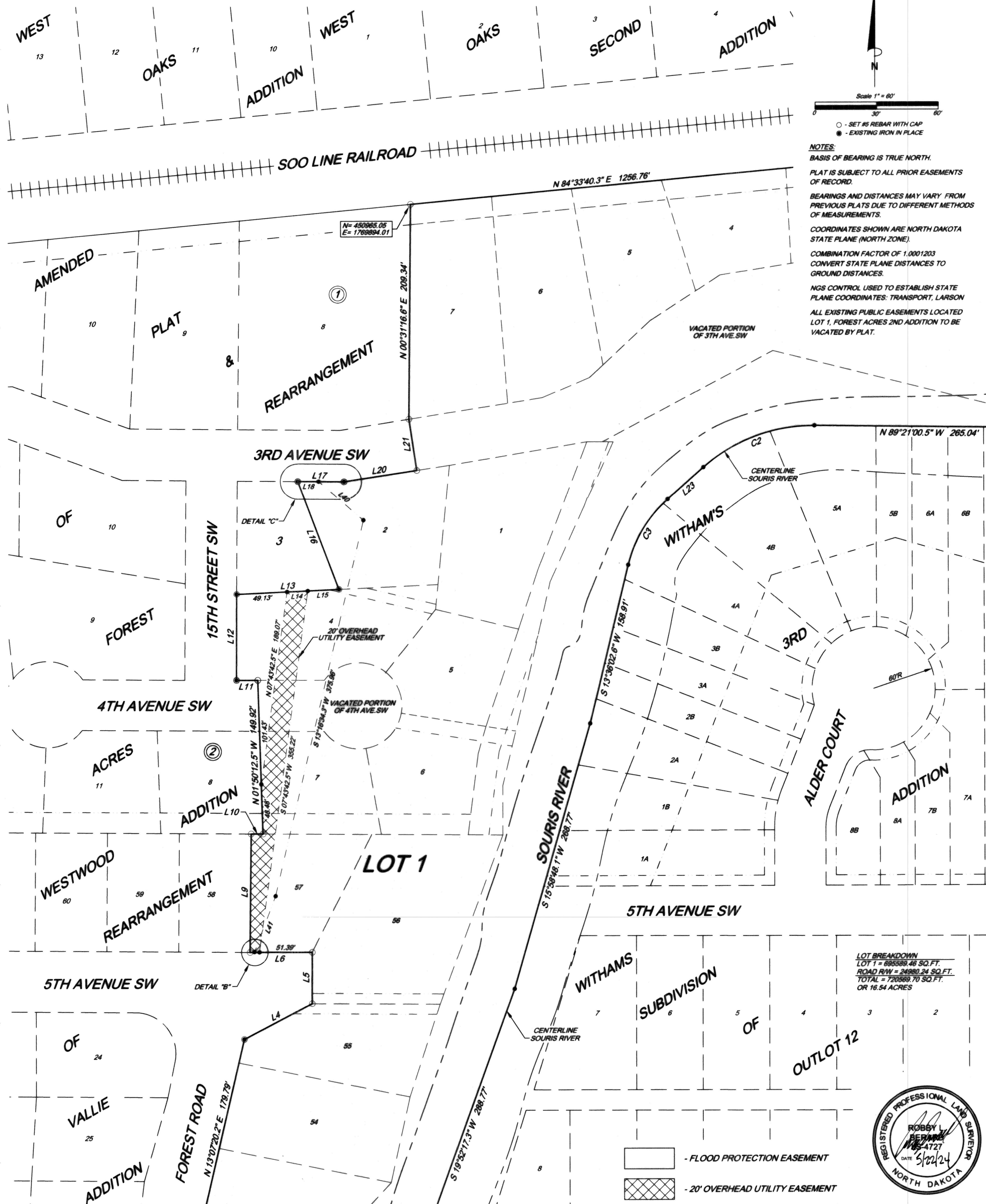


ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA

SHEET 1 OF 6
JOB #267-22

FOREST ACRES 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

(BEING OUTLOT 34, SECTION 23, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, LOTS 1 THRU 7, BLOCK 1, LOTS 1, 2, 4 THRU 7, BLOCK 2, AMENDED PLAT & REARRANGEMENT OF FOREST ACRES ADDITION LOTS 30, 31, 48 THRU 54 AND LOT 57, WESTWOOD REARRANGEMENT OF VALLIE ADDITION, LOTS 15, 32, 33, 45 THRU 47, 55 AND 56 AMENDED PLAT OF LOTS 1 THRU 15, 32 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA PLUS VACATED PORTIONS OF 3RD AVENUE SW, 4TH AVENUE SW AND FOREST ROAD)



NOTES:
BASIS OF BEARING IS TRUE NORTH.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE).
COMBINATION FACTOR OF 1.0001203
CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: TRANSPORT, LARSON
ALL EXISTING PUBLIC EASEMENTS LOCATED LOT 1, FOREST ACRES 2ND ADDITION TO BE VACATED BY PLAT.

LOT BREAKDOWN
LOT 1 = 695589.46 SQ. FT.
ROAD R/W = 24980.24 SQ. FT.
TOTAL = 720569.70 SQ. FT.
OR 16.54 ACRES

— FLOOD PROTECTION EASEMENT
— 20' OVERHEAD UTILITY EASEMENT



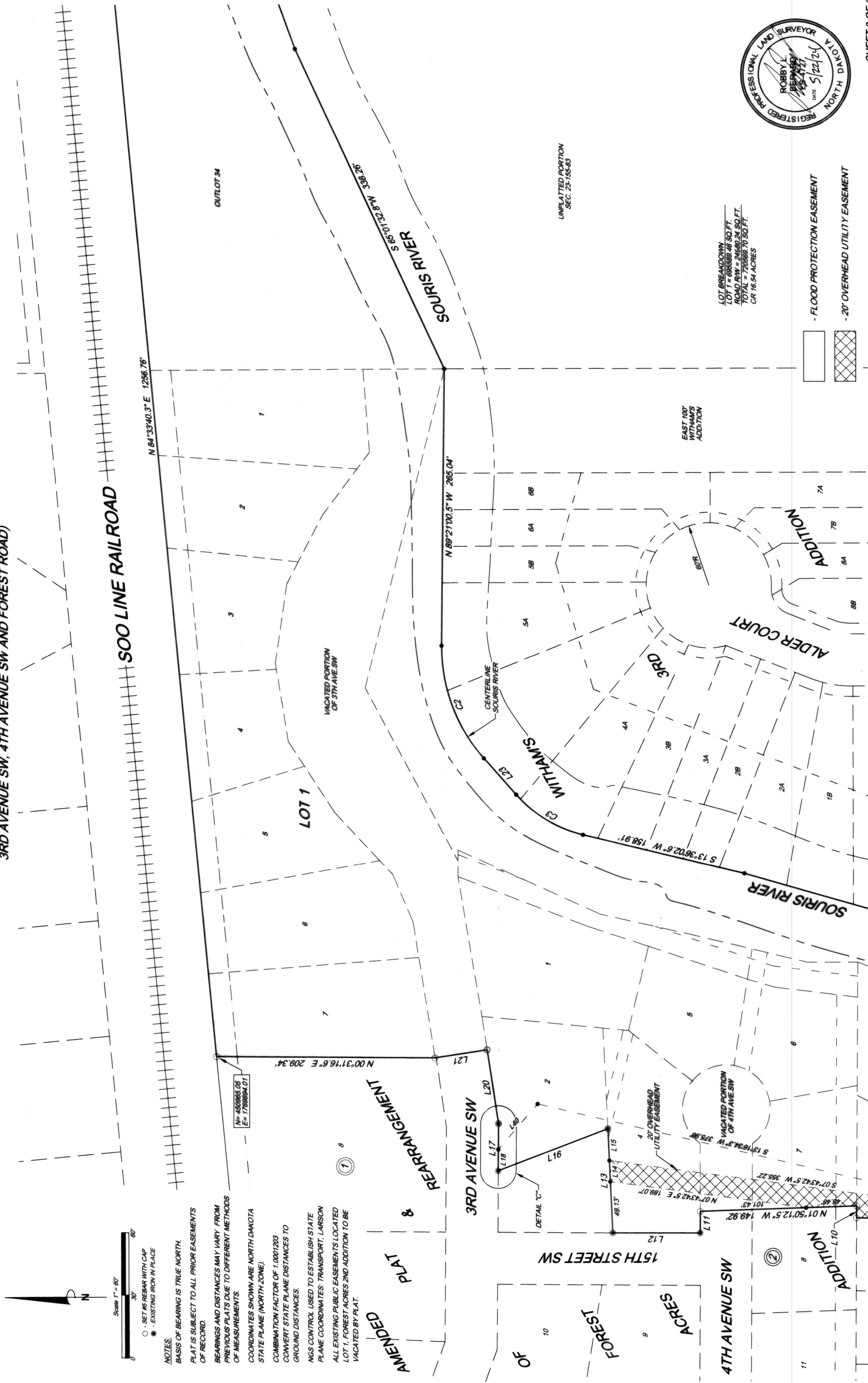
ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA

SHEET 2 OF 6
JOB #267-22

FOREST ACRES 2ND ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING OUTLOT 34, SECTION 23, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, LOTS 1 THRU 7, BLOCK 1, LOTS 1, 2, 4 THRU 7, BLOCK 2, AMENDED PLAT & REARRANGEMENT OF FOREST ACRES ADDITION LOTS 30, 31, 48 THRU 54 AND LOT 57, WESTWOOD REARRANGEMENT OF VALLIE ADDITION, LOTS 15, 32, 33, 45 THRU 47, 55 AND 56 AMENDED PLAT OF LOTS 1 THRU 15, 32 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA PLUS VACATED PORTIONS OF 3RD AVENUE SW, 4TH AVENUE SW AND FOREST ROAD)



LOT BREAKDOWN
LOT 1 = 685588.46 SQ. FT.
ROAD R/W = 24560.24 SQ. FT.
TOTAL = 710148.70 SQ. FT.
OR 16.54 ACRES

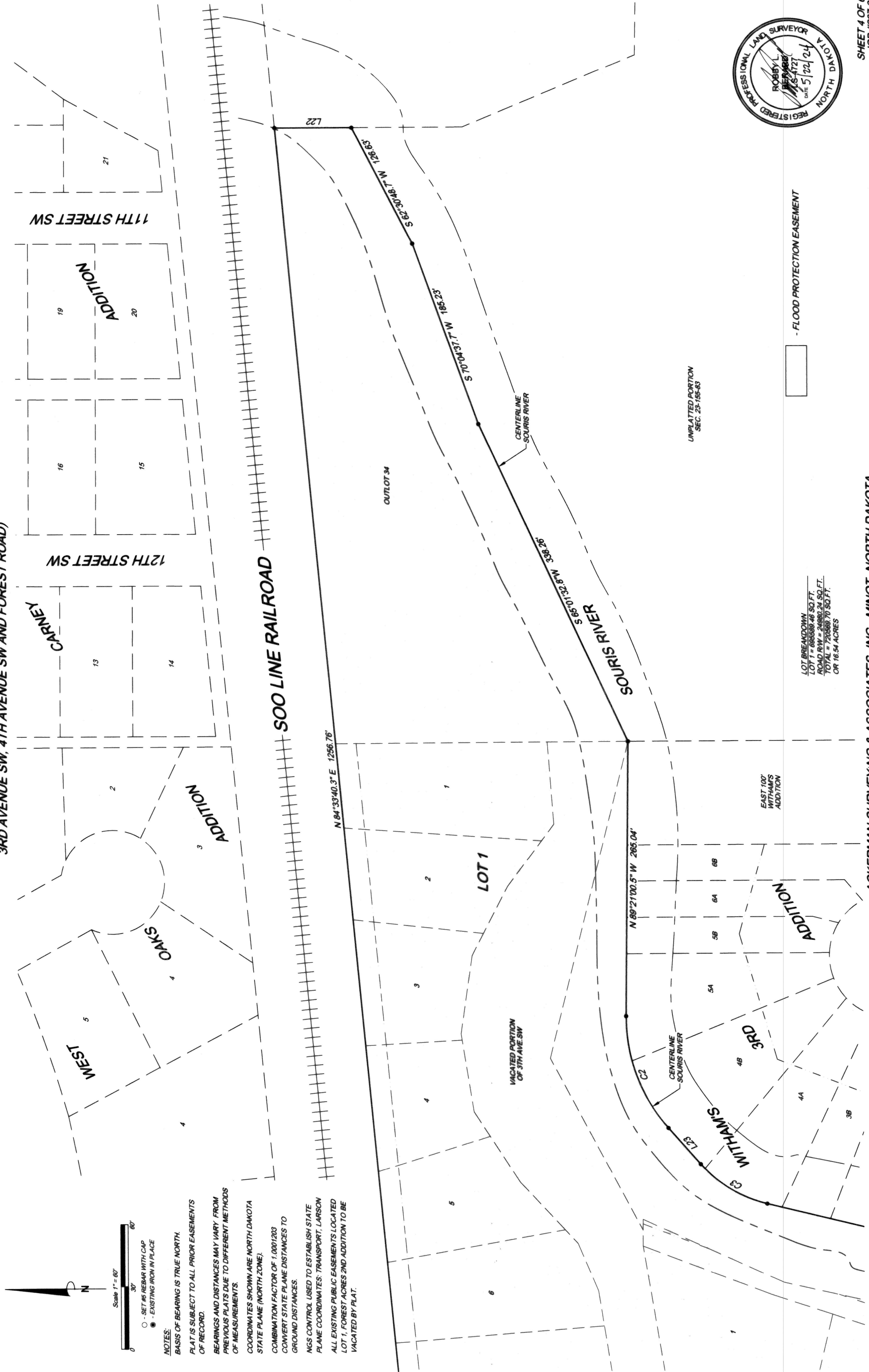
- FLOOD PROTECTION EASEMENT
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NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: TRANSPORT, LARSON
ALL EXISTING PUBLIC EASEMENTS LOCATED LOT 1, FOREST ACRES 2ND ADDITION TO BE VACATED BY PLAT.

FOREST ACRES 2ND ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING OUTLOT 34, SECTION 25, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, LOTS 1 THRU 7, BLOCK 1, LOTS 1, 2, 4 THRU 7, BLOCK 2, AMENDED PLAT & REARRANGEMENT OF FOREST ACRES ADDITION LOTS 30, 31, 48 THRU 54 AND LOT 57, WESTWOOD REARRANGEMENT OF VALLIE ADDITION, LOTS 15, 32, 33, 45 THRU 47, 55 AND 56 AMENDED PLAT OF LOTS 1 THRU 15, 32 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA PLUS VACATED PORTIONS OF 3RD AVENUE SW, 4TH AVENUE SW AND FOREST ROAD)



Scale 1" = 60'

0 30' 60'

○ - SET #6 REBAR WITH CAP
● - EXISTING IRON IN PLACE

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- FLOOD PROTECTION EASEMENT

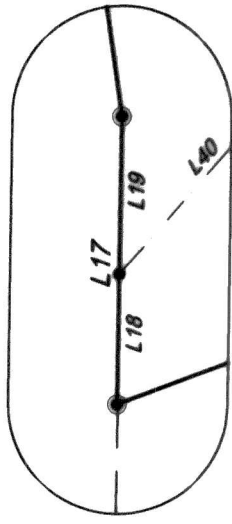
LOT BREAKDOWN
LOT 1 = 665589.46 SQ. FT.
ROAD R/W = 24880.24 SQ. FT.
TOTAL = 720669.70 SQ. FT.
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FOREST ACRES 2ND ADDITION

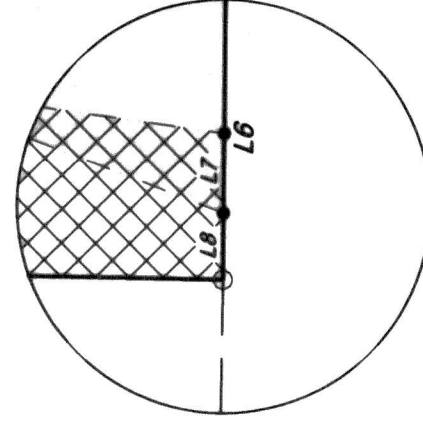
TO THE CITY OF MINOT, NORTH DAKOTA

(BEING OUTLOT 34, SECTION 23, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, LOTS 1 THRU 7, BLOCK 1, LOTS 1, 2, 4 THRU 7, BLOCK 2, AMENDED PLAT & REARRANGEMENT OF FOREST ACRES ADDITION LOTS 30, 31, 48 THRU 54 AND LOT 57, WESTWOOD REARRANGEMENT OF VALLIE ADDITION, LOTS 15, 32, 33, 45 THRU 47, 55 AND 56 AMENDED PLAT OF LOTS 1 THRU 15, 32 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA PLUS VACATED PORTIONS OF 3RD AVENUE SW, 4TH AVENUE SW AND FOREST ROAD)

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
L 1	S 89°54'32.0"E	99.86'	L 22	S 00°03'52.8"E	74.10'	C 1	22°18'28.1"	632.00'	246.07'	124.61'	244.51'	N 01°58'08.1"E
L 2	N 80°48'52.0"E	65.13'	L 23	S 48°26'15.6"W	46.72'	C 2	42°12'43.9"	160.28'	118.09'	61.87'	115.43'	S 69°32'37.5"W
L 3	N 09°11'08.0"W	35.17'	L 24	S 40°11'43.9"W	88.32'	C 3	34°50'12.9"	124.53'	75.72'	39.07'	74.56'	S 31°01'09.0"W
L 4	N 82°17'51.4"E	74.73'	L 25	N 00°04'16.5"W	24.52'	C 4	31°39'24.8"	550.00'	303.88'	155.93'	300.03'	S 04°02'34.9"W
L 5	N 00°05'57.7"E	50.00'	L 26	N 89°18'37.4"E	2.26'	C 5	51°56'51.5"	300.00'	272.17'	146.26'	282.83'	S 14°12'18.2"W
L 6	N 89°54'02.3"W	5.00'	L 27	N 89°18'37.4"E	2.26'	C 6	45°54'30.2"	20.00'	16.03'	8.47'	15.60'	N 28°01'31.5"W
L 7	N 89°54'02.3"W	5.00'	L 28	N 89°18'37.4"E	2.26'	C 7	35°27'25.9"	136.36'	84.30'	43.59'	83.05'	S 28°19'03.7"E
L 8	N 89°54'02.3"W	4.16'	L 29	N 06°19'14.5"W	27.11'	C 8	14°08'30.7"	136.36'	33.66'	16.91'	33.57'	S 17°38'36.2"E
L 9	N 07°37'25.0"E	115.32'	L 30	S 83°40'45.5"W	64.50'	C 9	8°28'06.2"	136.36'	20.15'	10.10'	20.14'	S 29°53'54.5"E
L 10	S 89°56'00.3"E	11.49'	L 31	S 83°40'45.5"W	19.68'	C 10	12°50'49.0"	136.36'	30.57'	15.35'	30.51'	S 39°33'22.2"E
L 11	N 89°54'02.3"W	20.63'	L 32	S 83°40'45.5"W	19.82'	C 11	44°59'05.4"	113.10'	88.80'	46.83'	86.54'	S 21°28'56.2"W
L 12	N 00°09'26.8"E	83.69'	L 33	S 83°40'45.5"W	25.00'	C 12	82°17'54.4"	60.00'	86.16'	52.43'	76.96'	S 42°31'48.3"W
L 13	N 87°22'32.7"E	99.97'	L 34	N 44°03'01.8"E	20.12'	C 13	6°49'44.0"	1372.39'	163.57'	81.88'	163.47'	S 48°38'55.3"E
L 14	N 87°22'32.7"E	20.33'	L 35	S 82°28'10.4"E	105.54'							
L 15	N 87°22'32.7"E	30.50'	L 36	N 07°45'36.5"E	87.45'							
L 16	N 20°49'15.1"W	112.56'	L 37	N 89°18'37.5"E	9.61'							
L 17	S 89°28'28.3"E	45.03'	L 38	N 45°10'15.3"E	45.03'							
L 18	S 89°28'28.3"E	20.33'	L 39	S 06°19'14.5"E	29.84'							
L 19	S 89°28'28.3"E	24.70'	L 40	S 49°02'31.4"E	57.58'							
L 20	N 81°20'56.6"E	71.71'	L 41	S 20°43'15.0"W	50.38'							
L 21	N 08°39'04.4"W	50.38'										



DETAIL "C"



DETAIL "B"



DETAIL "A"

- FLOOD PROTECTION EASEMENT
- DEDICATED STREET RIGHT OF WAY
- 20' OVERHEAD UTILITY EASEMENT



DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT CITY OF MINOT, A NORTH DAKOTA MUNICIPAL CORPORATION, BEING OWNER AND PROPRIETOR OF OUTLOT 34, SECTION 23, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, LOTS 1 THRU 7, BLOCK 1, LOTS 1, 2, 4 THRU 7, BLOCK 2, AMENDED PLAT & REARRANGEMENT OF FOREST ACRES ADDITION LOTS 30, 31, 48 THRU 54 AND LOT 57, WESTWOOD REARRANGEMENT OF VALLIE ADDITION, LOTS 15, 32, 33, 45 THRU 47, 55 AND 56 AMENDED PLAT OF LOTS 1 THRU 15, 32 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA PLUS VACATED PORTIONS OF 3RD AVENUE SW, 4TH AVENUE SW AND FOREST ROAD, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 18, WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE S 89°54'32.0" E, A DISTANCE OF 99.86 FEET; THENCE N 80°48'52.0" E, A DISTANCE OF 65.13 FEET; THENCE N 09°11'08.0" W, A DISTANCE OF 35.17 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 246.07 FEET, SAID CURVE HAVING A RADIUS OF 632.00 FEET AND A CHORD OF 244.51 FEET WHICH BEARS N 01°58'06.1" E; THENCE N 13°07'20.2" E, A DISTANCE OF 179.79 FEET; THENCE N 62°17'51.4" E, A DISTANCE OF 74.73 FEET; THENCE N 00°05'57.7" E, A DISTANCE OF 50.00 FEET; THENCE N 89°54'02.3" W, A DISTANCE OF 60.55 FEET; THENCE N 00°37'25.0" E, A DISTANCE OF 115.32 FEET; THENCE S 89°36'00.3" E, A DISTANCE OF 11.49 FEET; THENCE N 01°50'12.5" W, A DISTANCE OF 149.92 FEET; THENCE N 89°54'02.3" W, A DISTANCE OF 20.63 FEET; THENCE N 00°09'26.8" E, A DISTANCE OF 83.69 FEET; THENCE N 87°22'32.7" E, A DISTANCE OF 99.97 FEET; THENCE N 20°49'15.1" W, A DISTANCE OF 112.56 FEET; THENCE S 89°28'28.3" E, A DISTANCE OF 45.03 FEET; THENCE N 81°20'55.6" E, A DISTANCE OF 71.71 FEET; THENCE N 08°39'04.4" W, A DISTANCE OF 50.38 FEET; THENCE N 00°31'16.6" E, A DISTANCE OF 209.34 FEET TO THE SOUTHERLY RIGHT OF WAY OF SOO LINE RAILROAD; THENCE N 84°33'40.3" E, ALONG THE SOUTHERLY RIGHT OF WAY OF SOO LINE RAILROAD, A DISTANCE OF 1256.76 FEET; THENCE S 00°03'52.8" E, A DISTANCE OF 74.10 FEET TO THE CENTERLINE OF THE SOURIS RIVER; THENCE S 62°30'48.7" W, ALONG THE CENTERLINE OF THE SOURIS RIVER, A DISTANCE OF 126.63 FEET; THENCE S 70°04'37.7" W, A DISTANCE OF 185.23 FEET; THENCE S 65°01'32.8" W, A DISTANCE OF 338.26 FEET; THENCE N 89°21'00.5" W, A DISTANCE OF 265.04 FEET; THENCE LONG A CURVE TO THE LEFT A DISTANCE OF 118.09 FEET, SAID CURVE HAVING A RADIUS OF 160.28 FEET AND A CHORD OF 115.43 FEET WHICH BEARS S 69°32'37.5" W; THENCE S 48°26'15.6" W, A DISTANCE OF 46.72 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 75.72 FEET, SAID CURVE HAVING A RADIUS OF 124.53 FEET AND A CHORD OF 74.56 FEET WHICH BEARS S 31°01'09.0" W; THENCE S 13°36'02.6" W, A DISTANCE OF 158.91 FEET; THENCE S 15°58'48.1" W, A DISTANCE OF 268.77 FEET; THENCE S 19°52'17.3" W, A DISTANCE OF 288.77 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 303.88 FEET, SAID CURVE HAVING A RADIUS OF 550.00 FEET AND A CHORD OF 300.03 FEET WHICH BEARS S 04°02'34.9" W; THENCE S 11°47'07.5" E, A DISTANCE OF 177.13 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 272.17 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CHORD OF 262.93 FEET WHICH BEARS S 14°12'18.2" W; THENCE S 40°11'43.9" W, A DISTANCE OF 89.32 FEET; THENCE N 45°58'46.7" W, A DISTANCE OF 505.89 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 16.03 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD OF 15.60 FEET WHICH BEARS N 23°01'31.5" W; THENCE N 00°04'16.5" W, A DISTANCE OF 24.52 FEET; THENCE N 89°18'37.4" E, A DISTANCE OF 121.97 FEET; THENCE N 06°19'14.5" W, A DISTANCE OF 163.53 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 16.54 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS FOREST ACRES 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HERBY DONATE AND DEDICATE THE STREET RIGHT OF WAYS AND EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF, THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.

TOM ROSS (MAYOR)
CITY OF MINOT, A NORTH DAKOTA
MUNICIPAL COPORATION

STATE OF NORTH DAKOTA COUNTY OF WARD

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED TOM ROSS, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBBY L. BERARD, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

ROBBY L. BERARD, RLS NO. 4727

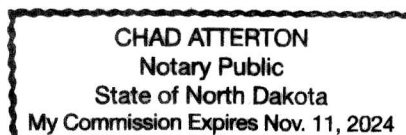


STATE OF NORTH DAKOTA COUNTY OF WARD

ON THIS 22nd DAY OF May, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA



APPROVED:

DATE:

CITY OF MINOT ENGINEER



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: June 17, 2024

**SUBJECT: FINAL SUBDIVISION PLAT TO BE KNOWN AS NAPA VALLEY 20TH
ADDITION TO THE CITY OF MINOT, NORTH DAKOTA**

I. RECOMMENDED ACTION

It is recommended City Council approve the proposed final subdivision plat as provided in Attachment A.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community Development Director, 701-857-4022
Doug Diedrichsen, Principal Planner, 701-857-4022

III. DESCRIPTION

A. Background

The applicant, representing the City of Minot, seeks to realign several existing platted lots and vacate rights-of-way access points in order to consolidate properties presently utilized for flood control purposes. The resulting lots conform to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.

B. Proposed Project
N/A

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations

B. Service/Delivery Impact:

State how this project will impact (improve, augment, advance) the City, your Department, our services, quality, delivery, customer experience, etc.

C. Fiscal Impact

Briefly state how this project is being funded. Add written context in the paragraph so the dollar amounts, sources of funding, and expenses are made clear and document whether the project was included in the approved budget

Project Costs

List the cost components and dollar amounts

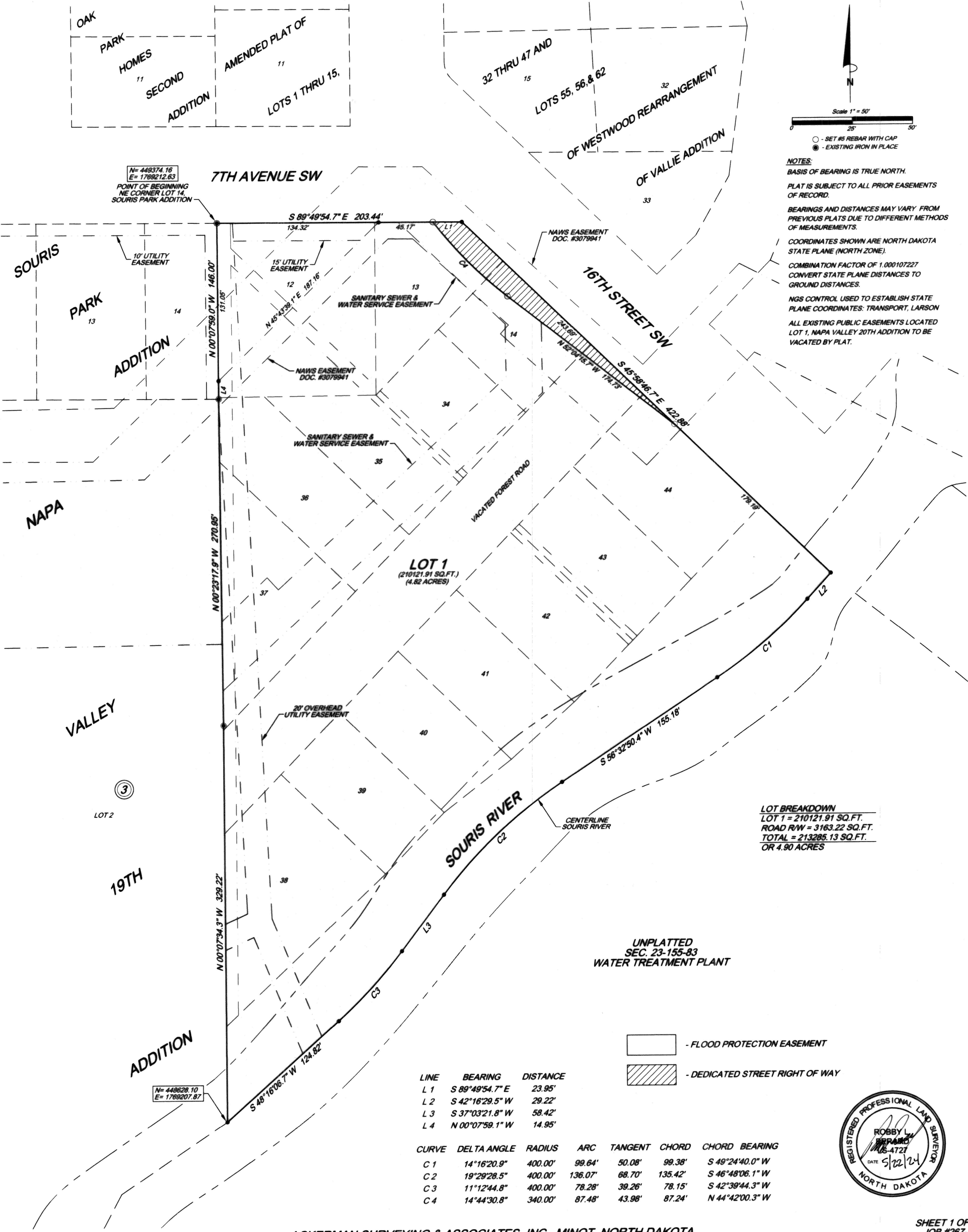
Project Funding

Place the name of the account or line item

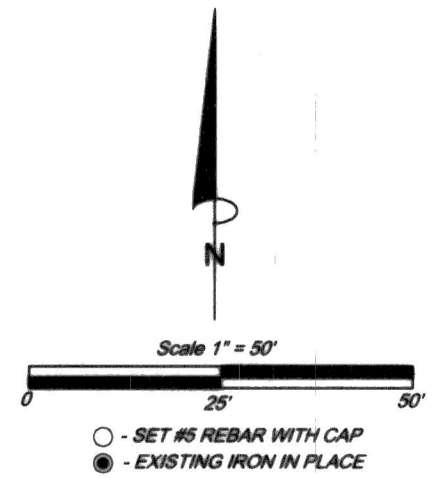
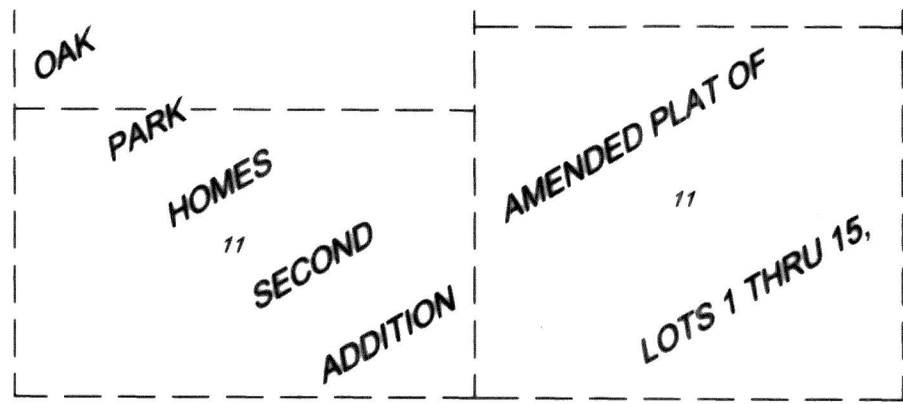
VI. ALTERNATIVES

The Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

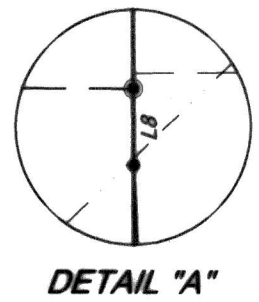
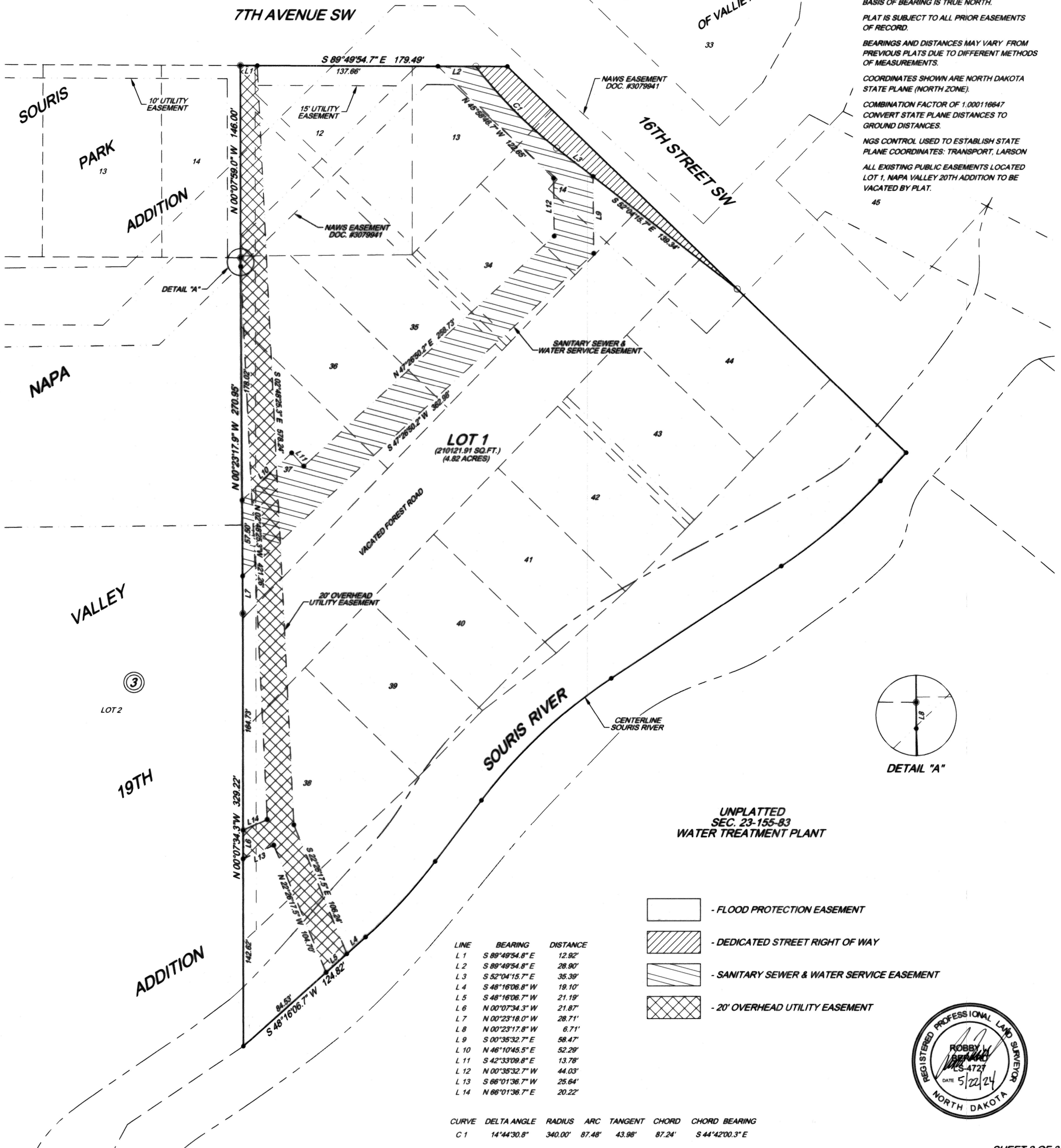
NAPA VALLEY 20TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS 12, 13, 34 THRU 44 AND A PORTION OF FOREST ROAD,
AMENDED PLAT OF LOTS 1 THRU 15, 65 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD
REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA)



NAPA VALLEY 20TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA PERMANENT EASEMENT DETAIL SHEET



NOTES:
BASIS OF BEARING IS TRUE NORTH.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE).
COMBINATION FACTOR OF 1.000116647 CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: TRANSPORT, LARSON
ALL EXISTING PUBLIC EASEMENTS LOCATED LOT 1, NAPA VALLEY 20TH ADDITION TO BE VACATED BY PLAT.



UNPLATTED
SEC. 23-155-83
WATER TREATMENT PLANT

- FLOOD PROTECTION EASEMENT
- DEDICATED STREET RIGHT OF WAY
- SANITARY SEWER & WATER SERVICE EASEMENT
- 20' OVERHEAD UTILITY EASEMENT



ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA

SHEET 2 OF 3
JOB #267-22

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT CITY OF MINOT, A NORTH DAKOTA MUNICIPAL CORPORATION, BEING OWNER AND PROPRIETOR OF LOTS 12, 13, 34 THRU 44 AND A PORTION OF FOREST ROAD, AMENDED PLAT OF LOTS 1 THRU 15, 65 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 14, SOURIS PARK ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE S 89°49'54.7" E, A DISTANCE OF 203.44 FEET; THENCE S 45°58'46.7" E, A DISTANCE OF 422.88 FEET TO THE CENTERLINE OF THE SOURIS RIVER; THENCE S 42°16'29.5" W, ALONG THE CENTERLINE OF THE SOURIS RIVER, A DISTANCE OF 29.22 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 99.64 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET AND A CHORD OF 99.38 FEET WHICH BEARS S 49°24'40.0" W; THENCE S 56°32'50.4" W, A DISTANCE OF 155.18 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 136.07 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET AND A CHORD OF 135.42 FEET WHICH BEARS S 46°48'06.1" W; THENCE S 37°03'21.8" W, A DISTANCE OF 58.42 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 78.28 FEET, SAID CURVE HAVING A RADIUS OF 400.00 FEET AND A CHORD OF 78.15 FEET WHICH BEARS S 42°39'44.3" W; THENCE S 48°16'06.7" W, A DISTANCE OF 124.82 FEET; THENCE N 00°07'34.3" W, A DISTANCE OF 329.22 FEET; THENCE N 00°23'17.9" W, A DISTANCE OF 270.95 FEET; THENCE N 00°07'59.0" W, A DISTANCE OF 146.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4.90 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS NAPA VALLEY 20TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HERBY DONATE AND DEDICATE THE STREET RIGHT OF WAYS AND EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF, THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.

TOM ROSS (MAYOR)
CITY OF MINOT, A NORTH DAKOTA
MUNICIPAL CORPORATION

STATE OF NORTH DAKOTA COUNTY OF WARD

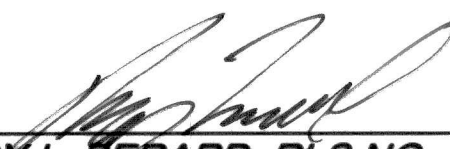
ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED TOM ROSS, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

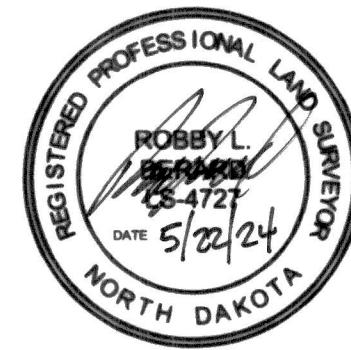
MY COMMISSION EXPIRES:

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBBY L. BERARD, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.


ROBBY L. BERARD, RLS NO. 4727



STATE OF NORTH DAKOTA COUNTY OF WARD

ON THIS 22nd DAY OF May, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:


NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024

APPROVED:

DATE:

CITY OF MINOT ENGINEER



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: June 17, 2024

SUBJECT: REGIONAL CARBON DIOXIDE STORAGE FACILITY

I. RECOMMENDED ACTION

It is recommended City Council support the project and authorize staff to assist in developing a joint powers agreement with other western ND water systems to seek funding and construction of a regional carbon dioxide storage facility.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Food grade carbon dioxide is a pH stabilizer that is required for the production of safe drinking water. Over the years, carbon dioxide has been supplied by a few different vendors bringing product from various ethanol plants in South Dakota. Due to shifts in markets there is only a single vendor that has submitted to supply the Minot Water Plant with carbon dioxide the past few years. On the positive side, Dakota Gasification constructed a food grade carbon dioxide facility in Beulah, so product is relatively near Minot. Unfortunately, during maintenance outages or facility malfunctions, the vendor can't readily get carbon dioxide and has had to bring loads from Wyoming at double the cost of normal shipments. Outages have generally been occurring during peak production at the water plant and have led to water restrictions due to carbon dioxide being unavailable. Minot is not alone as this issue has been impacting water treatment facilities in western ND including Southwest Water Authority, Bismarck, Mandan, Jamestown, and WAWS/Williston.

B. Proposed Project

The City of Bismarck has taken a lead role to investigate the possibility of a regional storage facility. The idea of a regional facility leverages a common need between communities and water systems to reduce costs through economies of scale. The proposed project would construct a shared facility at

the Bismarck Water Treatment Plant. Each system would pay for its share of the total capacity. During times of carbon dioxide shortage each system can work with their own vendor to have loads hauled from the reserves being stored at the regional facility.

C. Recommendation Detail

Constructing reserve capacity at the Minot Water Plant will be at a much longer time frame and at a higher cost.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

A public water system is an important component to the overall health and safety of a community. Restricting water usage or having to stop producing water due to a product shortage can be prevented with this regional approach.

C. Fiscal Impact

Project Costs

At this point specific costs aren't known. The water systems will select a consultant to do project estimates and design. Minot would be responsible for its share of those costs as they occur. A future budget amendment will be necessary to allocate funds to this project.

Project Funding

This project has been submitted to the ND State Water Commission for a 60% cost share.

VI. ALTERNATIVES

Council could elect to not enter into a joint powers agreement with the other western water systems. In this case, carbon dioxide capacity will need to be added during a future project at the water treatment plant. Future upgrades will occur at the plant as part of another phase of NAWS improvements, but those projects are still a few years into the future. This regional approach could potentially have construction beginning this year.



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: June 17, 2024

SUBJECT: NOK BACK TAVERN EXECUTIVE SESSION RECORDINGS AND RECORDS

I. RECOMMENDED ACTION

- 1. It is recommended City Council move to [release/not release] the March 18th and any other executive session recordings that concern the City's purchase of the Nok Back Tavern; and**
- 2. Move to [release/not release] any records, to include documents, memos, and emails regarding the Nok Back Tavern purchase that were provided to the City Council prior to or during the March 18, April 15, May 6th, and any other executive sessions held to negotiate the Nok Back Tavern purchase.**

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

City staff received a second open records request from Josh Wolsky of The Minot Voice requesting copies of the executive session recording from March 18 relating to the Nok Back Tavern, as well as any documents, memos, and emails provided to the City Council to review prior to or during the March 18, April 15, and May 6th Special City Council Meetings that are directly related to the Nok Back Tavern purchase or any additional land purchases that the City of Minot is contemplated that are not specifically named. At the City Council's previous meeting, the City voted to release the executive session recordings from its April 15 and May 6th meetings regarding the Nok Back Tavern purchase, and those records have been delivered to Mr. Wolsky.

The executive session recording contains negotiation strategy and instruction and is considered an exempt record – which means it is 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 records requested.

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 #24-1400

Open

As of June 11, 2024, 9:31am

Request Visibility: Department

Details

Hello:

I would like to request the Executive Sessions recordings from the Special City Council meeting of March 18th. If not available for release, I request Council consider an action item to release them.

Additionally, I request in documents, memos, emails, etc. that were provided to City Council for review prior to or during the March 18, April 15th, and May 6th Special City Council Meetings that are directly related to the Nok Back Tavern purchase or any additional land purchases that the City of Minot is contemplating that are not specifically named.

Finally, if documents to related to this request are withheld due to open record exceptions, I request an inventory of those documents and reason for being withheld.

Respectfully,

Josh Wolsky

Publisher, TheMinotVoice.com

Received

June 7, 2024 via web

Due

June 24, 2024

Departments

City Clerk

Requester

Josh Wolsky

josh@theminotvoice.com

7013401763

TheMinotVoice.com

Requester email status list

Request opened



City of Minot Public Record Requests

- **Sent** June 7, 2024, 10:05am
- **Delivered** June 7, 2024, 10:05am
- **Opened** June 7, 2024, 10:07am

External message added

- **Sent** June 11, 2024, 8:44am
- **Delivered** June 11, 2024, 8:44am
- **Opened** June 11, 2024, 9:13am

Tags

Invoices

Documents

Public (pending)

(none)

Requester

(none)

Staff Only

1stAveNE_Driveway_Exhibit_20240125.pdf

1st Ave NE OPC - V2.pdf

Memo - Purchase of Nok Back Tavern.docx

City_offer_2.pdf

Staff

Point of Contact

mikayla.mcwilliams@minotnd.org

Support

david.lakefield@minotnd.org

harold.stewart@minotnd.org

jason.sorenson@minotnd.org

mikayla.mcwilliams@minotnd.org

stefanie.stalheim@minotnd.org



City of Minot Public Record Requests

Tasks

Timeline

Message to requester

Requester + Staff

Good morning,

We will prepare an item for next week's Council agenda for them to authorize release of the March 18th recording, and any documents, memos, and emails that were provided to the City Council to review prior to the 3/18, 4/15, and 5/6 executive session meetings related to the Nok Back Tavern Purchase.

Just to make sure I am on the same page re: the second paragraph of your request - are you asking for all records provided to the City Council regarding Item 4 of the April 15th meeting in addition to items related to the Nok Back Tavern Purchase? I.e., you do not want records related the Moose Lodge eminent domain case? I will include it the Council memo if you want everything - but the Moose Lodge case is specifically described in the agenda and has not yet been fully negotiated. We are hopeful that negotiations in that case will conclude soon.

We will get the memo drafted and added to the agenda - feel free to give my office a call if you have follow-up questions, concerns, or clarifications.

Stefanie Stalheim

June 11, 2024, 8:44am by Stefanie Stalheim, Assistant City Attorney (Staff)

Document(s) Added

Staff Only

1stAveNE_Driveway_Exhibit_20240125.pdf

1st Ave NE OPC - V2.pdf

Memo - Purchase of Nok Back Tavern.docx

City_offer_2.pdf

June 11, 2024, 8:36am by Mikayla McWilliams

Internal Message

Staff Only

See request below - I will add an item to the Council agenda repeating the request, but in regard to March 18. If you can gather your materials relevant to this request and forward them to Mikayla, she can compile them for the Next Request page.

Thanks!



City of Minot Public Record Requests

Stef

June 11, 2024, 8:18am by Stefanie Stalheim, Assistant City Attorney (Staff)

Support Staff Added

Staff Only

Mikayla McWilliams

Jason Sorenson

David Lakefield

Harold Stewart

June 11, 2024, 8:18am by Stefanie Stalheim

Support Staff Added

Staff Only

Stefanie Stalheim

June 10, 2024, 9:05am by Mikayla McWilliams

Department Assignment

Public

City Clerk

June 7, 2024, 10:05am (auto-assigned)

Request Visibility

Staff Only

Department-Only

June 7, 2024, 10:05am (auto-assigned)

Request Opened

Public

Request received via web

June 7, 2024, 10:05am by Josh Wolsky



TO: Mayor Ross
Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: June 17, 2024

SUBJECT: DRIVEWAY APPEAL - 1109 HIAWATHA ST

I. RECOMMENDED ACTION

It is recommended City Council not grant the special permit.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Emily Huettl, Asst. City Engineer, 701-857-4132

III. DESCRIPTION

A. Background

The residential property at 1109 Hiawatha St has an existing 39' wide driveway. Per Code of Ordinances Sec. 28-211, the maximum width for a residential driveway is 30'. Sec. 28-212 provides an exception. It allows the driveway to match the width of the garage doors, up to 40' wide.

B. Proposed Project

The Engineering Department received a request from the property owner to expand the existing driveway to the north an additional 10' to accommodate better access to the detached garage. This would result in a 49' wide driveway, which is not allowable per ordinance. Sec. 28-217 allows the owner to appeal to the Council to grant a special permit, and they have chosen to make that appeal.

Sec. 28-217. - Noncompliance with driveway provisions; appeal procedure; special permit.

In all cases where an existing structure or building is located upon any lot or parcel of land, and where it appears that the provisions of this article will create a hardship to the owner of the building, the owner of the building may appeal to the city council for special consideration of problems arising in connection with access driveways and the city council, by special permit granted upon the application, may modify or alter the requirements of this article in order to prevent undue hardship. The modification, if any, as granted by the city council, shall not apply in case of the demolition, destruction, or removal of the structure

at a subsequent date; and in the case of future demolition or destruction of the structure, the modification which shall have been granted by the city council under the appeal shall cease and terminate, and the driveway spacing and clearance fixed by this division shall become immediately effective.

C. Recommendation Detail

Staff believes that the existing driveway apron provides access to the detached garage and that an undue hardship does not exist, as the property owner is able to access the detached garage. The property owner is already allowed to expand the driveway on their private property (behind the sidewalk).

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

The driveway width requirements exist for several reasons. The requirements promote neighborhood consistency and uniformity. Less concrete is also more aesthetically pleasing. Additionally, excessively wide driveways make it more difficult for snow removal operations utilizing snow gates.

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council could find that an undue hardship exists and grant a special permit to allow the construction of a 49' wide driveway on this property.



PROPOSED
DRIVEWAY EXPANSION
1109 HIAWATHA ST
ATTACHMENT A

06/12/2024

City of Minot



TO: Mayor Ross
Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: June 17, 2024

SUBJECT: APPROVE TIME EXTENSION FOR APPLICATION FI-9 (111 S. MAIN)

I. RECOMMENDED ACTION

It is recommended City Council approve an amendment to the facade improvement program loan agreement between the City and the Irene Pitner Trust to afford the applicant until July 31, 2024 to complete their facade improvements.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community Development Director, 701-857-4022

III. DESCRIPTION

A. Background

In June 2023, the City Council entered into a contract for a 10-year forgivable loan for the rehabilitation of 108 Main Street South. The contract expired on January 20, 2024.

B. Proposed Project

The applicant, Irene Pitner, is requesting a time extension to July 31, 2024, to complete facade improvements due to difficulty in obtaining necessary building materials.

C. Recommendation Detail

Approve the amendment to the Facade Improvement Program Loan Agreement by and between the City of Minot and Irene Pitner to extend the time to complete the facade improvements to July 31, 2024.

IV. IMPACT

A. Aspirations

Dynamic and Prosperous, Resilient and Prepared, Safe and Welcoming,
Excellent and Connected

B. Service/Delivery Impact:

The changes will allow the applicant to accommodate longer wait times for the manufacturing of construction components prior to the winter season.

C. Fiscal Impact

Project Costs

The facade improvement forgivable loan for this project is for \$100,000.

Project Funding

Sales Tax - 25172000

VI. ALTERNATIVES

1. City Council can refer this item back to the Renaissance Zone Review Board for further review.
2. City Council can table this request and ask the applicant to provide additional information.
3. City Council can reject this request which would end the application.



**First Amendment to the Façade Improvement Program Loan Agreement
by and between the City of Minot and Irene M. Pitner Trust**

THIS FIRST AMENDMENT to the Façade Improvement Program Loan Agreement ("Agreement") between the City of Minot ("City") and the Irene M. Pitner Trust ("Property Owner"), for funding to improve their façade is made and entered into effective this _____ day of _____, 2024 (the "Amendment Effective Date"), by and between the City and Property Owner (each a "Party" and collectively "the Parties").

WHEREAS, the City and the Property Owner entered into a Façade Improvement Program Loan Agreement effective June 20, 2023;

WHEREAS, the June 20, 2023 Agreement concerns façade improvements made to the following property:

NAME OF BUSINESS/DESCRIPTION OF PROPERTY: Irene M. Pitner Trust

ADDRESS OF PROPERTY TO BE IMPROVED: 111 Main Street SW

PARCL ID: MI24.238.070.0190

LEGAL DESCRIPTION: ORIGINAL MINOT ADDITION LOT 19 BLOCK 7

WHEREAS, Paragraph 2.b. on page 2 of the Agreement requires the Project to be completed by January 20, 2024; and

WHEREAS, the Property Owner has asked the City Council to allow the Project completion deadline to be extended to July 31, 2024 due to difficulty in obtaining necessary building materials; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree to amend paragraph 2.b. on page 2 of the Agreement as follows, effective as of the Amendment Effective Date:

- b. Project Completion. The Project shall be completed on or before July 31, 2024. The City Council, in its reasonable discretion, may allow extension due to inclement weather or difficulty in obtain building materials.

This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall also include the terms contained in this Amendment. To the extent there should be any conflict between the terms of the Agreement and this Amendment, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement effective as of the Amendment Effective Date.

Dated: _____, 20____.

CITY OF MINOT

By:

Thomas Ross
Its: Mayor

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20____ by Mayor Thomas Ross on behalf of the City of Minot.

Notary Public

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Dated: _____, 20____.

PROPERTY OWNERS

By:

Its: Trustee

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20____
by _____ on behalf of Irene M. Pitner Trust, PROPERTY OWNER.

Notary Public

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

May 23, 2024
Brian Billingsley
Community & Economic Development Director
City of Minot
1025 31st St SE
Minot, ND 58701

Dear Mr. Billingsley,

Due to delays in the manufacturing of construction components of the project prior to the winter season, as well as the sealing and application of exterior paints and sealants on metal structural components of the project I am respectfully requesting extension on the completion date of construction for the purposes of the Façade Improvement Program. The recent nice weather has allowed us to complete the final items and are in the process of closing out the project. As of now, I would request an extension to July 31st, 2024.

Respectfully,
Irene Pitner
111 Main St South
Owner

3073843

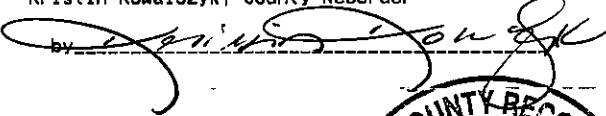
05/10/2023 12:17:32 PM Page: 1 of 3 \$20.00

DEED JOHN & IRENE PITNER

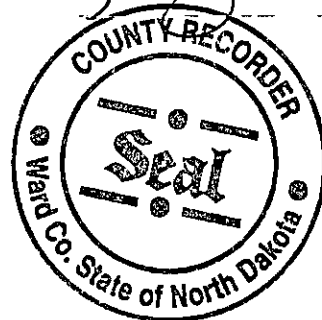
Kristin Kowalczyk, County Recorder Ward, ND



Recorder's Office, Ward, ND 05/10/2023 12:17:32 PM
I certify that this instrument was filed for record this date.
Kristin Kowalczyk, County Recorder

by 

3073843



QUIT CLAIM DEED

(Individual to Trust)

THIS INDENTURE is made this 18th day of January 2023, between **John Pitner aka John D. Pitner and Irene Pitner aka Irene M. Pitner**, husband and wife, hereinafter referred to as Grantor, whether one or more, and **Irene M. Pitner, or her successor, as Trustee of the Irene M. Pitner Trust Agreement dated January 18, 2023**, hereinafter collectively referred to as Grantee, whose address is 108 24th Street NW, Minot, ND 58703.

For and in consideration of ten dollars and other good and valuable consideration paid, Grantor does hereby QUIT CLAIM to the Grantee all of the following real property lying and being in the County of Ward, State of North Dakota, described as follows, to-wit:

See Exhibit A attached hereto and by this reference made a part hereof.

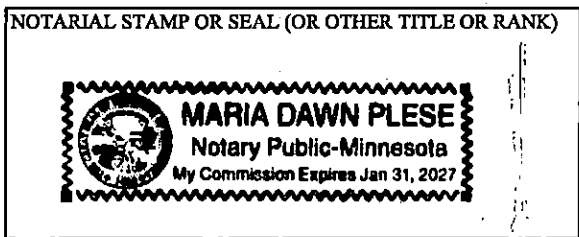
We certify that the requirement for a report or statement of full consideration paid does not apply as this transaction is exempt under N.D. Cent. Code 11-18-02.2 (6) (h).

John D. Pitner
John D. Pitner

Irene M. Pitner
Irene M. Pitner

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing was acknowledged before me this 18th day of January 2023, by **John D. Pitner and Irene M. Pitner (collectively "Grantor")**.



Maria D. Plese
Notary Public

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)

Maria D. Plese
835 203rd Lane NE
East Bethel, MN 55011
Telephone: (701) 721-4462

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO (Include Name and Address of Grantee):

John and Irene Pitner, Trustees
108 24th Street NW
Minot, ND 58703

Exhibit A

✓ **Lot 19, Block 7, Original Townsite of the City of Minot, Ward County,
North Dakota**

This legal description was obtained from a previously recorded instrument.

Taxes and special assessments paid
and transfer accepted this 10th day
of May, 2023
Sarah R. Walker, ST
Ward County Auditor / Treasurer