



Regular City Council Meeting
Monday, August 5, 2024, at 5:30 PM
City Council Chambers, City Hall (10 3rd Ave SW)
Any person needing special accommodation for the meeting is requested to notify the
City Clerk's office at 857-4752.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
4. REPORTS
 - 4.1. CITY MANAGER'S REPORT
 - 4.2. CITY ATTORNEY'S REPORT
5. PUBLIC HEARING
 - 5.1. PUBLIC HEARING: PUBLIC COMMENT CDBG CONSOLIDATED PLAN

RECOMMENDED ACTION

It is recommended City Council approve the Consolidated Plan and authorize staff to submit to HUD for review and approval.

- 5.2. PUBLIC HEARING: RICHARD PEDERSON MOVE REQUEST

RECOMMENDED ACTION

The relocation of the 16' x 16' 1½ story accessory building from 100 6th St SE, Minot ND, 58701, also known as Eastwood Park Addition Lot 2 Block 1, to 118 5th St SE, Minot, ND 58701, also known as Outlots Sec 24 155 83 SE¼ NW¼ Outlot 18, has been completed without City Council approval prior to receipt of the move permit application.

Should City Council choose to approve the move after-the-fact, the building shall be subject to the following conditions in accordance with City of Minot Code of Ordinances:

- 1. A ten-thousand-dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.**
- 2. Application and approval of mechanical, electrical, plumbing,**

- building permits for all new proposed construction.
3. Coordinate all relocation activities with public utilities and traffic authorities.
 4. An approved foundation design in compliance with City of Minot building codes.
 5. If required, plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
 6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
 7. The exterior of the structure must be one consistent color arrangement of colors after relocation.

The property must be provided with proper site drainage, and must be landscaped in a manner similar to surrounding properties.

5.3. PUBLIC HEARING: CRAIG RUDLAND MOVE REQUEST

RECOMMENDED ACTION

It is recommended City Council approve the relocation of a detached garage with 346 sq. ft. of living space from 1623 8th Ave SE, Minot ND, 58701 also known as Outlots Block 142 SW ¼ of Sec 19-155-82 S/D Lot 6 Known as Lot A, to 919 36th St SE, Minot, ND 58701, also known as Miller's Third Addition Lot 1, subject to the following conditions:

1. A ten-thousand dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.
2. Application and approval of mechanical, electrical, plumbing, building permits for all new proposed construction.
3. Coordinate all relocation activities with public utilities and traffic authorities.
4. An approved foundation design in compliance with City of Minot building codes.
5. If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
7. The exterior of the structure must be one consistent color arrangement of colors after relocation.

The property must be provided with proper site drainage, and must be landscaped in a manner similar to surrounding properties.

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the July 15, 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 5981 - 2024 BA - Purchase of Kemper Addition Lot 5**
- 2. Ordinance No 5982 - 2024 BA - AIRPORT TAXIWAY C C3**
- 3. Ordinance No 5983 - 2024 BA - PD K9 Wellness Grant**
- 4. Ordinance No 5984 - 2024 BA - NAWS Biota Plant Employees**

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Special Event Permit for Atypical Brewery & Barrelworks (510 E Central Ave).**
- 2. Three Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 3. Three Special Event Permits for Sports on Tap (220 S Broadway).**
- 4. Special Event Permit for The Spot (6 2nd St NE).**
- 5. Stanley Park District to conduct a raffle on August 1, 2024 at Corbett Field (1124 E Burdick Exwy).**
- 6. Wounded Warriors Kids Camp to conduct a raffle on August 2, 2024 at Corbett Field (1124 E Burdick Exwy).**
- 7. Magic City Figure Skating Club to conduct a calendar raffle from August 10-21, 2024 at Maysa Arena (2501 W Burdick Exwy).**
- 8. Hairball Haven to conduct a raffle on July 29, 2024 at Corbett Field (1124 E Burdick Exwy).**
- 9. Minot North Baseball to conduct a sports pool from September 9, 2024 through December 30, 2024 at Minot North Baseball (2100 21st Ave NW).**
- 10. MARCO to conduct a calendar raffle in September 2024 at the MARCO Office (2201 15th St SW Lower Level).**
- 11. Nedrose Cardinals Booster Club to conduct a sports pool and raffles from August 4, 2024 through February 28, 2024 at Corbett Field (1124 E Burdick Exwy) on August 4th and remaining at**

- Nedrose High School (5705 15th Ave SE).**
- 12. Prairie Warrior Association to conduct a raffle on September 6, 2024 at MACEDC (1020 20th Ave SE).**
 - 13. Minot Girls Fastpitch, Inc to conduct a raffle on July 18, 2024 at Corbett Field (1124 E Burdick Exwy).**
 - 14. North Dakota Miss Amazing to conduct a raffle on July 15, 2024 at Corbett Field (1124 E Burdick Exwy).**

6.4. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION

It is recommended City Council approve the payroll for the period of June 16, 2024 through July 13, 2024 in the amount of \$2,536,630.19 and the bills and transfers for July in the amount of \$10,458,911.21.

6.5. MAYORAL APPOINTMENTS

RECOMMENDED ACTION

It is recommended City Council confirm the following Mayoral Appointment:

- Darrik Trudell to replace Justin Hochhalter on the Planning Commission, with a term to expire December 2028.**
- Jill Wald to fulfill a private sector seat on the Renaissance Zone Review Board, with a term to expire December 2027.**

6.6. ALCOHOLIC BEVERAGE LICENSE - BASECAMP INDIAN KITCHEN

RECOMMENDED ACTION

It is recommended City Council approve the Specialty Restaurant Beer and Wine license for the Basecamp Indian Kitchen at 1425 24th Ave SW for the period of August 5, 2024 through December 31, 2024.

6.7. ALCOHOLIC BEVERAGE LICENSE - INDIA CLAY OVEN BAR/GRILL

RECOMMENDED ACTION

It is recommended City Council approve the Supper Club license for the India Clay Oven Bar/Grill at 1412 2nd Ave SW for the period of August 5, 2024 through December 31, 2024.

6.8. POTENTIAL SALE OF CITY LAND – 20TH AVE SE OUTLOTS (4876)

RECOMMENDED ACTION

1. It is recommended City Council approve the sale of the City owned land described as:

- a. **OUTLOTS SEC 25-155-83 OUTLOT 33 SWSE**
- b. **OUTLOTS SEC 36-155-83 OUTLOT 12 NENE;**
2. **Approve the terms of the Purchase Agreement;**
3. **Approve the Request for Bids; and**
4. **Authorize the Mayor to sign the Purchase Agreement and any other documents to complete the bid/auction and transfer of this parcel of land to the highest bidder.**

6.9. **2025 WASHINGTON SAFE ROUTES TO SCHOOL - EASEMENT
ACQUISITION TASK ORDER**

RECOMMENDED ACTION

It is recommended City Council approve the attached Task Order 1 with Moore Engineering and authorize the Mayor to sign the Task Order.

6.10. **EXTENSION OF STRUCTURE DEMOLITION/SITE RESTORATION
CONTRACT - 309 1ST AVE NE**

RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the extension of the contract award with Dig It Up Backhoe Services.

6.11. **REQUEST TO USE SEIZURE FUNDS FOR CORDICO WELLNESS APP
FOR POLICE DEPARTMENT**

RECOMMENDED ACTION

1. **It is recommended City Council approve the requested expenditure of seizure funds;**
2. **Approve the budget amendment on first reading for the Police Department for the proposed services through Lexipol; and**
3. **Authorize the Mayor to sign the agreement.**

6.12. **MINOT PUBLIC LIBRARY DIGITIZATION PROJECT 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 offerings for the community and approve the budget amendment on first reading.

6.13. **AWARD BID FOR NEW FIRE ALARM CONTROL PANEL SYSTEM AND
INSTALLATION**

RECOMMENDED ACTION

1. **It is recommended City Council authorize City staff to accept bids**

- which were opened on July 23, 2024;
2. Authorize City staff to award the bid to the lowest bidder, Main and Homes Electric in the amount of \$146,814.00;
 3. Approve the budget amendment on the first reading; and
 4. Authorize the Mayor to execute the contract.

6.14. ROUND 2 STRUCTURE DEMOLITION FINAL PAYMENT (\$17,034.63) TO BERGER ENTERPRISES, LLC

RECOMMENDED ACTION

It is recommended City Council approve the final retainage payout of \$17,034.63 to Berger Enterprises, LLC.

6.15. PURCHASE AGREEMENT ADDENDUM - 1209 6TH AVE SW

RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the Purchase Agreement Addendum, which extends the closing date to September 30, 2024.

6.16. WELLS 5 AND 6 RAW WATER LINE REPLACEMENT - FINAL PAYMENT (4758)

RECOMMENDED ACTION

It is recommended City Council approve the final payment for the Riverside Park Raw Water Line project to Steen Construction in the amount of \$150,797.27.

6.17. CDBG POLICY AND PROCEDURES

RECOMMENDED ACTION

It is recommended City Council approve the CDBG Policy and Procedure manual.

6.18. 4726 - 2023 WATER MAIN REPLACEMENT PROJECT - FINAL PAYMENT

RECOMMENDED ACTION

It is recommended Council approve the final payment for the 2023 Water Main Replacement Project to Post Construction in the amount of \$33,074.31.

6.19. TRENCH BOX - APPROVAL OF PURCHASE

RECOMMENDED ACTION

It is recommended City Council approve the capital purchase of a small trench box system at a cost of \$11,121 plus shipping.

6.20. WARD COUNTY LAW ENFORCEMENT RANGE - LEAD RECLAMATION PROJECT

RECOMMENDED ACTION

It is recommended City Council approve the lead reclamation project and quote, and authorize the Mayor to sign the quote to initiate the project.

6.21. SANITATION TRUCK - PERMISSION TO SELL ASSET

RECOMMENDED ACTION

It is recommended City Council approve the sale of a sanitation truck using an online auction site.

6.22. TRAFFIC SIGNAL DISTRICT 2022-1 FINAL PAYMENT

RECOMMENDED ACTION

It is recommended City Council approve the final payment to Main Electric Inc in the amount of \$5,870.04.

6.23. INSPIRITUS COMMUNITY HEALTH FOUNDATION GRANT APPROVAL

RECOMMENDED ACTION

It is recommended City Council approve the Fire Department to apply for the grant and authorize the Mayor to sign the endorsement letter.

6.24. APPOINTMENT OF SPECIAL ASSISTANT CITY ATTORNEY SEYMOUR JORDAN MINOT MUNICIPAL COURT CASE NO. MI-2024-CR-00703

RECOMMENDED ACTION

It is recommended City Council appoint conflict counsel within the month to ensure we have counsel available to prosecute this matter and respond to any motions that are filed.

6.25. DEMOLITION BID AWARD - 511 7TH ST NE

RECOMMENDED ACTION

It is recommended City Council award the bid for the demolition of 511 7th St. NE – Dangerous Building Abatement to the low bidder, Dig It Up Backhoe Service, Inc., in the amount of \$20,000.00; and authorize the Mayor to sign the Agreement.

7. ACTION ITEMS

7.1. RESOLUTION OFFERING TO PURCHASE LAND AND AUTHORIZE USE OF EMINENT DOMAIN AUTHORITY - LIBERTY SIERRA VISTA, LLC

RECOMMENDED ACTION

It is recommended City Council pass the attached resolution offering to purchase land and authorizing use of eminent domain authority.

7.2. RESOLUTION OFFERING TO PURCHASE LAND AND AUTHORIZE USE OF EMINENT DOMAIN AUTHORITY - PARKVIEW MHP, LLC

RECOMMENDED ACTION

It is recommended City Council pass the attached resolution offering to purchase land and authorize use of eminent domain authority.

7.3. BUDGET AMENDMENT AND LEASE BUYOUT AUTHORIZATION FOR 6-MOTOR GRADERS

RECOMMENDED ACTION

It is recommended City Council approve the Budget Amendment to move funds from General Fund cash reserves to Street Department Capital Equipment to buyout the 6 motor grader leases.

7.4. CITY COUNCIL DIRECTON ON DOWNTOWN QUIET ZONE

RECOMMENDED ACTION

Staff requests direction from council on this project. Potential alternatives are listed for consideration.

7.5. WILDLIFE HAZARD REMOVAL AND DRAINAGE IMPROVEMENT PHASE 3 - CONSTRUCTION ADMINISTRATION CONTRACT AND GRANT (BIL 3-38-0037-074-2025)

RECOMMENDED ACTION

- 1. It is recommended City Council approve the Wildlife Hazard Removal and Drainage Improvement - Phase 3 - Construction Administration to be conducted by Short Elliott Hendrickson, Inc. (SEH) in the amount of \$444,400.00;**
- 2. Authorize Mayor to sign the agreements and other related documentation; and**
- 3. Authorize the Mayor, City Attorney, and the Airport Director to apply for, accept and sign grant awards and other related documents as appropriate.**

7.6. REGIONAL CARBON DIOXIDE STORAGE FACILITY - BUDGET AMENDMENT

RECOMMENDED ACTION

It is recommended City Council approve a budget amendment in the

amount of \$60,000 to cover Minot's share of the design costs for the regional carbon dioxide storage facility in Bismarck.

7.7. LOGISTICS PARK OF NORTH DAKOTA (CRISI) GRANT CONTRACT AMENDMENT (4546)

RECOMMENDED ACTION

- 1. It is recommended City Council approve contract amendment 2 with Ackerman-Estvold;**
- 2. Authorize the Mayor to sign the amendment; and**
- 3. Approve the budget amendment on 1st reading.**

7.8. SECOND READING: ORDINANCE UPDATE - CHAPTER 6 - PAWN AND SECONDHAND

RECOMMENDED ACTION

It is recommended City Council approve the ordinance repealing and reenacting Chapter 18, Article III, Division 6 (Pawnbrokers, Secondhand Dealers, Scrap Dealers, and Dealers in Precious Metals and Precious Gems) on second reading.

8. PERSONAL APPEARANCES

9. MISCELLANEOUS AND DISCUSSION ITEMS

9.1. DOWNTOWN ORNAMENTAL LIGHTING ORDINANCE

9.2. MINOT AREA COUNCIL OF THE ARTS PRESENTATION

9.3. ADDITIONAL BUDGET Q & A

10. ADJOURNMENT



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: August 5, 2024

City Manager:

The City Manager was out on leave the last couple of weeks after presenting the recommended budget, so items to report is limited.

Meetings attended included: State Electrical Board meeting in Bismarck; communication meeting with FDHU Director; communication meeting with the Library Director; Brown and Brown meeting regarding 2025 BCBS Insurance renewal; and various department tours with and for the new elected officials.

Engineering
City Engineer, Lance Meyer

Department Updates

- In July, the Department issued 25+ right of way permits and attended 6 DRT meetings.
- Cityworks software configuration continues. Online permitting for live for Inspections, ROW, and several Clerk/PD permits.
- In July, the Traffic Division completed 20 work orders; 5 sign knockdowns.
- The Traffic Division has been busy moving out of their maintenance shop downtown and relocating their equipment and materials to spaces out at Public Works. The move is anticipated to wrap up in early August.

Staffing

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

2023 Project Updates

- Most 2023 projects have been completed and final payments issued.
- 2023 Signal Improvement (S Broadway and Burdick Expwy W) and the 2023 Signal Cabinet Improvement projects were completed in early July, awaiting final inspection with the NDDOT in mid-August.

2024 Project Construction

- The 2024 Street Seal, Microsurfacing, Patching, Sidewalk Curb & Gutter, Street Improvement, and Concrete Rehab projects are in active construction. Street Seal and Microsurfacing are nearing completion after a very busy July. Much of the work in August will be on Street Improvement.

- Staff is working on Phase 2 of the Wayfinding project which will address the five entry monuments.
- 2024 Signal Improvement (S Broadway and 16th Ave SW) will start construction in mid-August.
- Storm Sewer District 124 design is complete. A public information meeting regarding the district will take place in summer 2024.
- The Puppy Dog Storm Sewer project is in final design and has begun right of way acquisition. Staff is aiming for a summer bid.
- The 16th Street Reconstruction project is moving to final design for 2025 construction.
- The CP Rail Quiet Zone project has finished design for the city portion of the project, and staff is working with the railroad to finish their portion of the signal design. Staff is seeking council direction for the project at the August 5th meeting.
- The 16th Street Interchange Improvement project is in final design.
- Street Lighting District 65 is complete. The project was delivered under budget.
- Traffic Signal District 2022-1 is complete.

2025 Project Design

- 2025 Safe Routes to School is currently in design.
- 2025 Signal Improvement is in preliminary design.
- Survey and preliminary design have begun for 2025 roadway maintenance projects.

**Fire Department
Fire Chief, Kelli Kronschnabel**



Fires reported in the month..... 11

- Structure Fires: 2
- Vehicle Fires: 3
- Natural Vegetation/Outside Rubbish Fires: 6

2024 Monthly Fire Counts Year to date Total: 67

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
5	7	7	10	16	11	11					

YTD Dollar loss attributed to fire..... \$523,200

Total incidents reported for the month: 350

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
11	2	254	12	11	28	32	0	1

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

Update from Chief's Kronschnabel's office:

The Fire Department had a fairly busy month, with 11 fire incidents and 350 incidents as of July 26.

Crews have been staying busy with various training. Crews conducted dive training, confined space rescue training, rope rescue training, and will end the month with some live fire training. The most unique training in July was the crew that had the opportunity to work on truck placement and aerial operations, by helping prep the silos for the Union Silos Minot art project.

In July we hosted a few station tours. Dakota Boys & Girls Ranch brought some students our to tour Station #1, REM brought roughly 40 people to tour Station #1, and a citizen brought her three children to tour Station #3.

Collaborating with the fleet manager to streamline operations through the Vehicle Equipment Replacement Funds (VERF) as well as enhancing the capabilities of our dedicated mechanic by providing him comprehensive training on the software utilized by city shops and their processes.

Enhancing our strategic plan by integrating key insights and recommendations from the CPSM study, we are poised to elevate our operational efficiency and effectiveness to better serve our community.

Jennifer Eckman
Airport Director

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

- As we enter into the summer travel season all activities begin to rise over the month of May. We had a huge jump in concession activity, this may be accounted for because the restaurant was under construction in May and there were a number of flight delays in June.

Staffing and Training

- Staffing –
 - At the beginning of June, the Airport's Administration division had an individual go on an extended leave of absence for medical reasons. The employee is expected to return to work mid-July.
 - The Airport made an offer for a full-time facility technician who started on June 3, 2024.
 - The Airport's intern has been actively participating in all aspects of airport operations and administration. He has helped with mowing, painting, participated in the emergency tabletop exercise, and supported administration. He is looking forward to various ride-a-longs and tours with other departments within the City and among the airport community.
- Training and City P.R.I.D.E. –
 - ACI-NA 2024 Business of Airports – Airport Business and Development Manager attending this annual conference.
 - PRIDE Employee Recognition Committee – Airport Operations and Maintenance Manager continues to serve on this committee as the chair. To provide the airport team with career growth opportunities, the Airport Operations and Maintenance Manager will be stepping off the committee and a different employee will be representing the Airport.
 - Minot Airport Emergency Tabletop Exercise – The Airport conducted its annual tabletop exercise and Airport Emergency Plan review with a variety of community stakeholders on June 27, 2024 at Ward County Office Building.
 - City Safety Committee – The Airport Safety and Security Specialist, a Facility Tech and an Operations Tech represent the Airport on this committee.

Equipment and Facilities

- Equipment –
 - Snow Removal Equipment (SRE) –
 - Front-end Loader – The loader's snowblower attachment was delivered after a lengthy wait. Airport Staff and City mechanics participated in training as they look forward to the true test of winter operations.
 - Kubota tractor has finally been repaired after nearly a year of being out of service. It has been busy mowing the airfield.
 - Airside Equipment –
 - Electrical Vault– The equipment in the vault continues to be an issue. Bids were opened on April 16, 2024 with work to be completed in November.

- Airside Electrical Generator – The radiator continues to have a slow leak. We are looking to see if it can be sent out for service this summer or consider tying it into terminal generator for back-up.
- Fuel farm – Float system has failed and requires repair. Working on obtaining quotes to address the issue.
- Jet bridges – The jet bridges continue to show wear and tear. A couple of drive motors were replaced to keep them operational. HVAC systems are showing their age. Rollers are being cycled out as part of maintenance. Pre-conditioned air hoses (provides a/c or heat for inside aircraft) are all in need of replacement and have been ordered. The airport team continues to coordinate the repairs with airlines.
- Main windsock – Due to the age of the main windsock, there is significant wear to the point of concern. Airport admin is waiting on quotes from this year's project contractors with the goal to have it repaired this year.
- Paint machine had faulty actuator replaced in early June.
- Toro mower had new v-belt installed. This mower is a loaner from the company that was awarded the mower bid last year. The equipment delivery was pushed back multiple times. Due to the delay, the company was willing to loan a mower to the airport free of charge for the interim.
- Facilities –
 - Commercial Terminal –
 - Fire Alarm – The fire alarm panel's annunciator continues to not work properly. The airport did not receive the federal ATP funds this year. The Airport team has put together bid specs for repair/replacement. Bid opening is scheduled for July 23. Estimated costs are around \$130,000.
 - Overhead Gate at Restaurant - Continues to be a problem. The airport is getting quotes and will be adding this project to its 2025 budget although it may need to be replaced prior to 2025.
 - Furniture – Seating within the terminal is showing significant wear and tear. Remaining matching material has been ordered. Facilities team is looking for local upholstery options.
 - Terminal roof – Roof has leaked since opening day. Quote has been received and Facilities Team is coordinating with vendor to move forward with repairs.
 - Visual Display System (TVs) - Consolidated visual display clusters in an effort to reduce costs in equipment and associated utilities.
 - Restaurant Improvements – Restaurant concessionaire had construction renovations done to front of house to improve efficiencies in operations.
 - Crack sealing of parking lots and roadways were completed.
 - General Aviation Terminal –
 - HVAC System – Working with consultant to formulate plan to rehabilitate the aged system and allow for zone controls.
 - Airside -
 - Tie downs on the GA apron have begun to heave in some areas. Engineering consultant has been made aware.
 - Crack sealing of the airfield occurred on Taxiways C and F

Community Engagement

- ND Aeronautics Commission (NDAC) State Grant Meeting – The Airport is being awarded \$528,477 for 2024. Airport Director advocated the NDAC for reconsideration of an additional \$237,020 in funding for six projects: front end mower, exit lane improvements, operations vehicle, fuel farm repairs, fuel farm separator, and hangar demolition/relocation environmental review. The request was denied due to budget constraints and state priorities.
- Tours and Inspections –
 - PACE Camp Tour– The Dakota Territory Air Museum hosts the PACE Camp every year. The children attending the camp learn about all different aspects of aviation. They received a tour of the terminal and airfield on June 13, 2024.
- Social Media – Weekly construction updates were posted on Facebook.
- Airport Community Meeting – The monthly meeting with the tenants was held the first week of the month.
- Airport Emergency Tabletop Exercise – Airport held its annual emergency tabletop in conjunction with local emergency response agencies
- Local Emergency Planning Committee (LEPC) – Airport staff participates in LEPC activities.
- Airport Association of North Dakota (AAND) – Airport Operations and Maintenance Manager is on the board.
- Minot Airport Emergency Tabletop Exercise – The Airport conducted its annual tabletop exercise and Airport Emergency Plan review with a variety of community stakeholders on June 27, 2024 at Ward County Office Building.
- Service Organizations –
 - Rotary - The Airport Operations and Maintenance Manager participates in Rotary.
- Minot Area Community Land Trust Board Meeting – Airport Operations and Maintenance Manager serves on the board and attended the meeting.
- Minot Area Chamber EDC Committees – Airport Director participates in the Infrastructure, Energy, and Military Affairs committees and serves as an honorary commander of the 5th Logistical Readiness Squadron.
- American Association of Airport Executives – Airport staff participates in a variety of subcommittees and working groups within this organization and its Great Lakes Chapter.

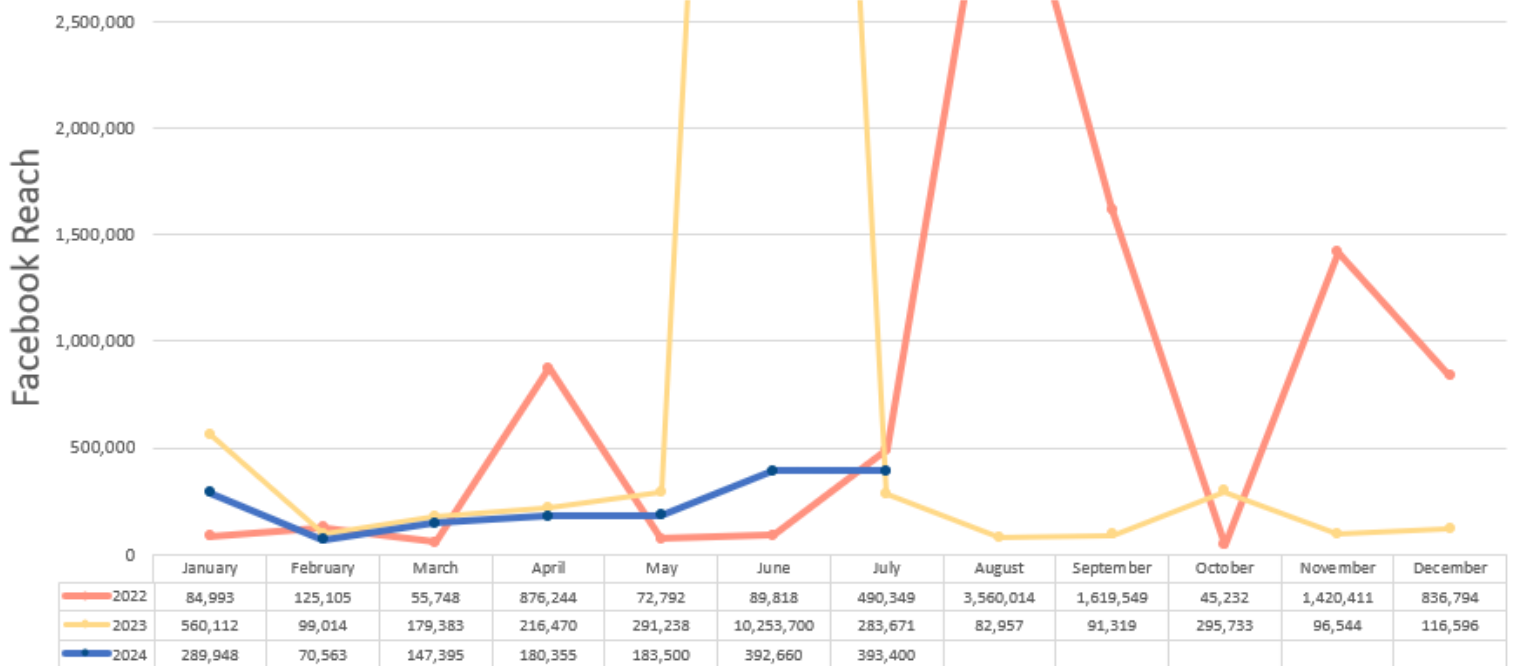
Public Information
Communication and Engagement Manager Jennifer Kleen

Highlights and Takeaways

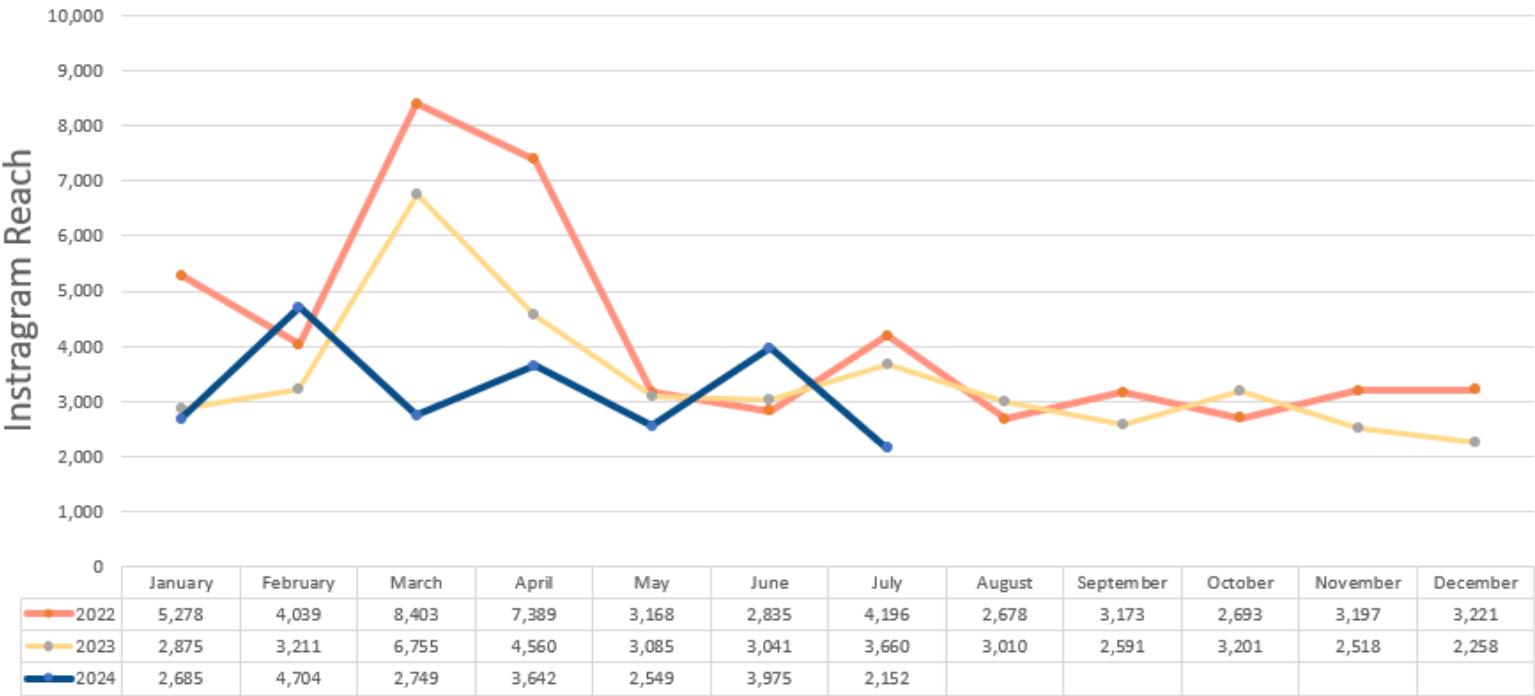
- Communication and Engagement Manager Jennifer Kleen continues to create and distribute content on the City's social media platforms about the 2025 budget process. Her videos and graphics have provided a wealth of information to the public, and have helped raise awareness of the continued opportunities for the public to be part of the budget discussion before it is finalized in October.
- Construction season remains in full swing, and has it has been a very busy construction season. That means we're working daily with Public Works, Engineering, Traffic, Street, Water/Sewer and other departments on providing updates for the public on projects that affect traffic, etc. Bryan attends the monthly Public Works superintendents meeting, which provides a wealth of background information about upcoming projects, etc. Everyone has been very willing and helpful in providing us information so we can explain the projects to the public and help provide answers to the reasons these projects are being done.

All three PIO employees continue to monitor public input on the City's social media channels, and answer as many questions and concerns as possible. We appreciate the help from employees in all departments who provide us with facts and information so that we can relay that to the residents who are asking questions or expressing concerns. We try to answer everyone's questions as best we can, while providing factual, up-to-date information. Popular topics this month include road construction, the 2025 City budget, and ongoing projects like the work on Railway Avenue and the continued closure of the 3rd Street NE bridge.

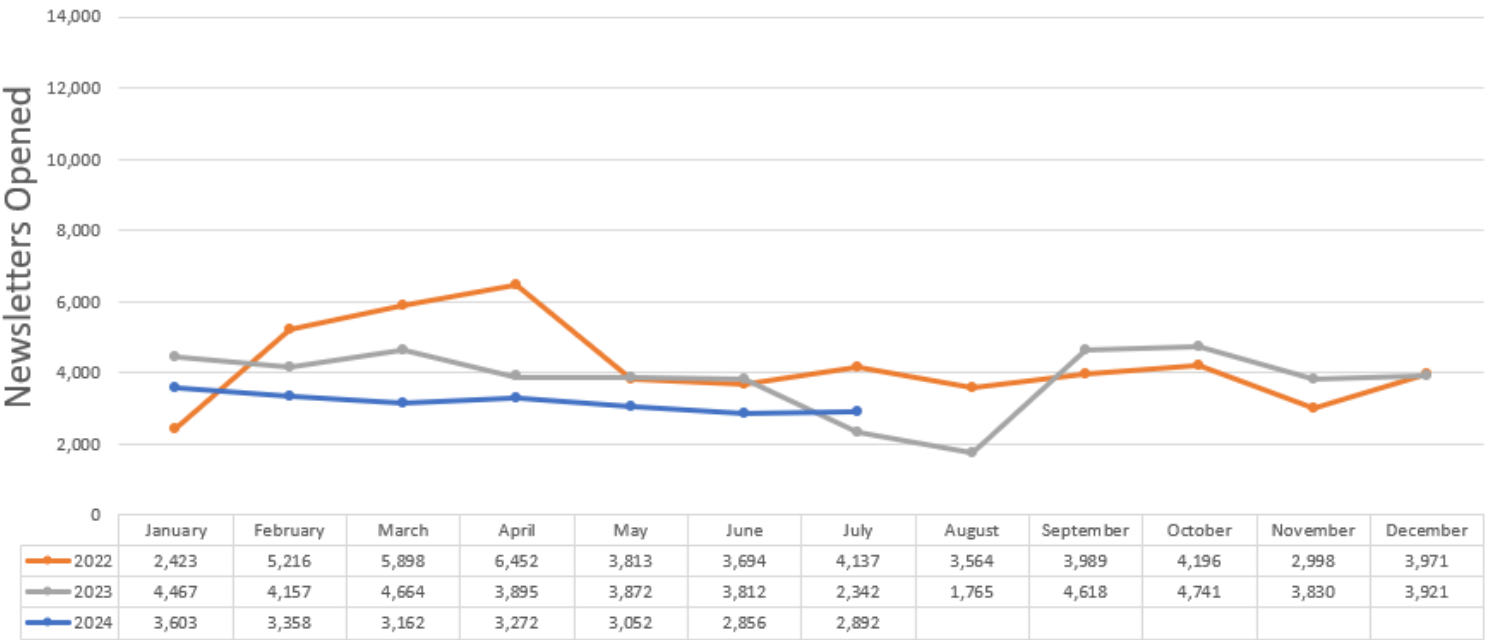
Facebook Reach Month by Month



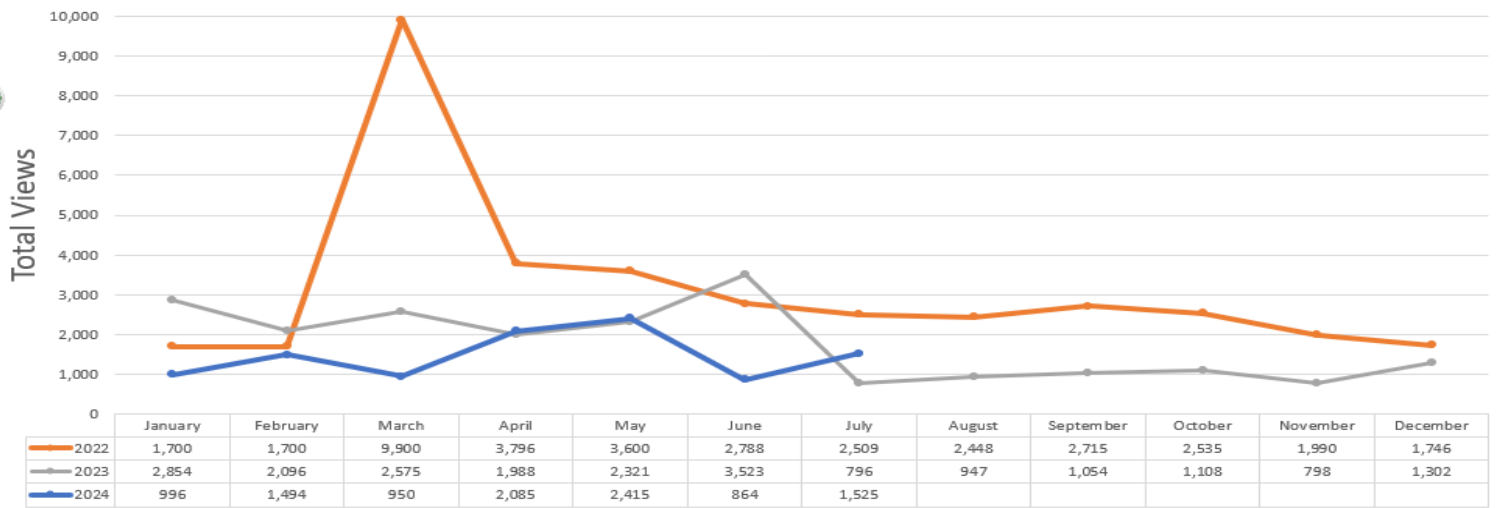
Instagram Reach Month by Month



Newsletter Opens Month by Month



YouTube Views Month by Month



2024 Social Media Footprint



Public Information

Public Safety Information & Outreach Officer – T Kvigne

Highlights and Takeaways

I attended a Public Information Basics training seminar put on by NDDDES in Grand Forks from July 23 – July 25. It was a great training seminar, was able to expand my knowledge in my field as well as my connections with others in similar positions all across the state.

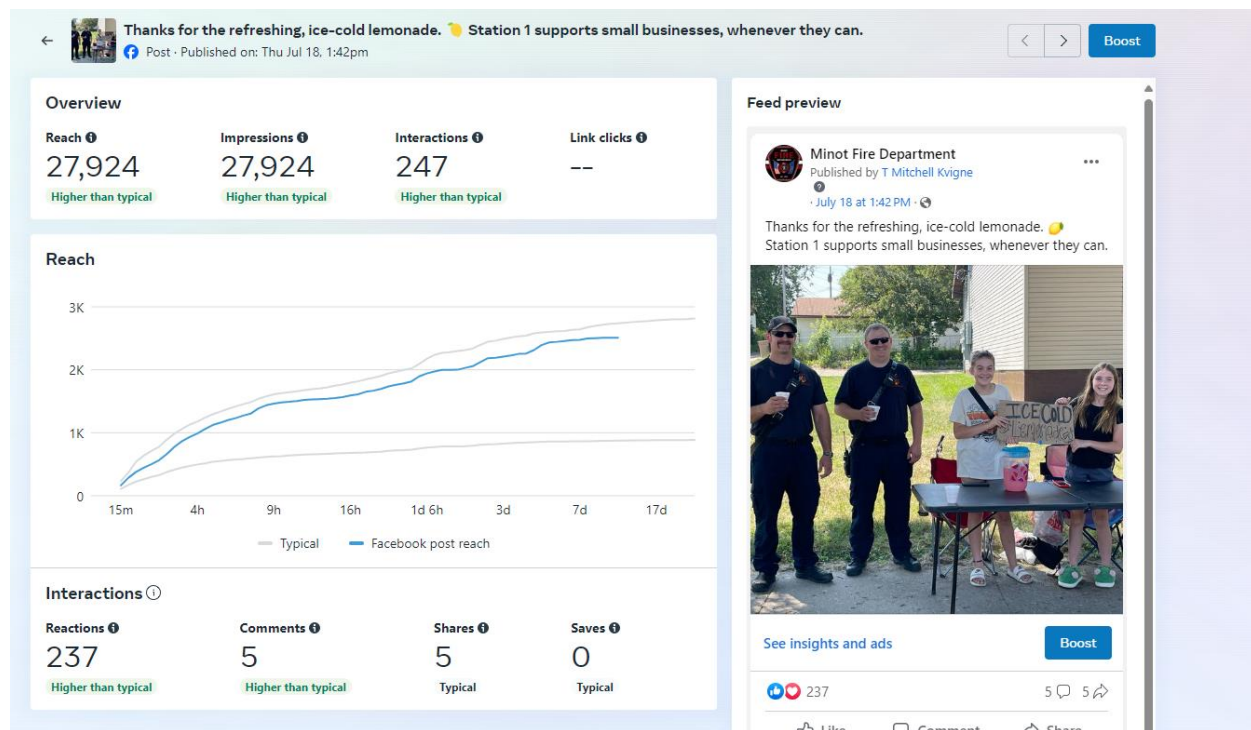
There will be an Advanced Public Information course offered by FEMA/NDDDES either in late 2025

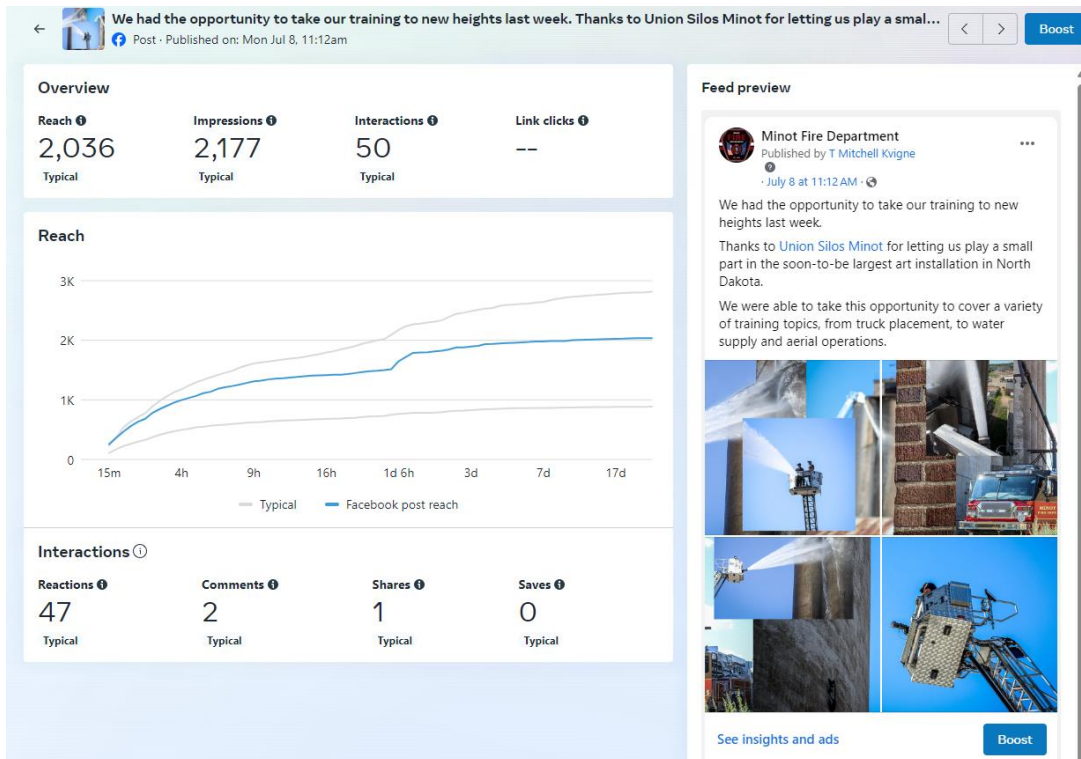
or early 2026. There are a few prerequisites required to register for the seminar, but I will aim to attend that seminar, and obtain my advanced certification.

Fire Department

- One official media release was issued for a structure fire that occurred the morning of July 11.
- I attended Live fire training took place at the end of the month as well as Aerial Operations training, which meant going up in the platform truck with the crew as the helped clean/spray the silos to prep for the soon to be largest art project in the state.
- Crews attended various community events:
 - Minot Rural Youth Camp.
 - Our new ARFF truck was in the MOT float for the NDSF Parade, along with our EMS Bike Crew
 - Multiple Station tours were held during the month.
- Crews have continued to make pit stops at various lemonade stands when they are returning from calls. We have shared this content with our social media following.
- In July we gained 99 new followers on Facebook and 5 new followers on Instagram. Our total Facebook reach was 45,576 and a reach of 750 on Instagram for the July. Our Facebook reach in July was the 3rd highest for the year behind January (428,895), and June (79,439).

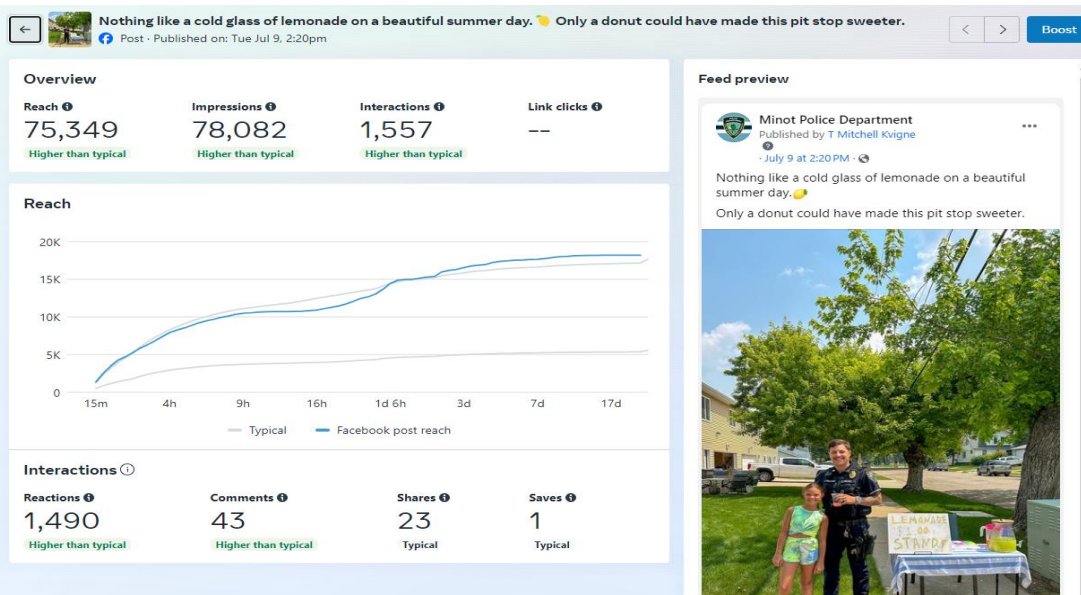
Our top performing posts for Facebook: Lemonade Stand post, reached 27,924. Our Aerial ops training/Union Silos Minot collaboration post reached 2,036.





Police Department

- I participated in a full day ride along with Officer Sullivan. This was a chance to get a glimpse of what our officers are tasked with daily. I was able to get some content from it, but truly used it as more of an information gathering experience to build upon and help develop a plan for future ride along.
- Six media releases were sent out this month for incidents that occurred.
- We captured a few officers in action issuing I got caught citations as a part of our safety campaign collaboration with Jar+Cone, as well as, making a pitstop by a lemonade stand.
- Our Facebook reach for the month of march was 203,116 which is the highest for the year and we gained 336 new followers and had 40,200 visits to our Facebook page
- Our top performing posts (not including media releases) for the month were as follows:





BOARD MEETING AGENDA

Wednesday, July 17, 2024, 9 am

Location: Sleep Inn – Theater Room

Call to Order: Introductions

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

• Ex-officio Reports

- City Council Report – Paul Pitner
- Stakeholder Report – Stephanie Schoenrock

• President’s Report – Megan Langley

- Approval of minutes from the May meeting

• Treasurer’s Report –

- Review and Approval of May and June Financials

• Staff Production Report

• Old Business

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

• New Business

- Hotel Tax
- Brady Martz Review
- Board Member Nomination
- Tourism Economics Report
- Approved Funding

Next Board Meeting: Wednesday, September 18th, 9am

Location – Sleep Inn



Date: August 1, 2024
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (August 2024)

Pursuant to Minot City Code of Ordinances, Section 2-30(a)(3), the following items or issues are submitted as a summary of some of the matters addressed by the City Attorney's Office in the month prior to the August 5, 2024 City Council meeting:

I. Civil Matters

A. Floodplain Eminent Domain Cases:

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

<u>Counsel:</u>	John Warcup
<u>Opposing Counsel:</u>	Bruce Schoenwald
<u>Current Status:</u>	Closed at District Court Settlement Agreement signed Closing Scheduled for 8/9/24, Addendum postponing Closing before Council for consideration on 8/30/24.

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

In June 2024, a purchase agreement addendum was executed to allow a \$200,000 advance of the purchase price to assist with financing the property owner's relocation expenses. In exchange, the property owners executed a Warranty Deed, which is in the City's possession. The balance of the purchase price was to be paid to the property owners at the August 9, 2024 property closing.

August: The \$200,000 advance of the purchase price to assist with financing the property owner's relocation expenses was delivered to Sellers, balance to be paid at closing. Property owners have executed a Warranty Deed, which is in the City's possession. Sellers have approached the City regarding an extension of the Closing Date to the end of August, and this office has drafted a second addendum to the purchase agreement allowing this

extension, which is before the Council for consideration at its August 5, 2024 regular meeting.

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

Counsel: John Warcup
Opposing Counsel: Jessica Klein
Current Status: Pending in District Court
Jury Trial Cancelled, Closing pending

On May 3, 2021, the City Council commenced eminent domain proceedings relating to a property owned by Minot Moose Lodge #822. The latest scheduling order in this case requires the parties to be ready for trial no later than April 1, 2024. A status conference was held on October 30, 2023. The parties also filed a stipulation to amend the complaint, which was approved by the Court. Defendants also filed an answer to the amended complaint and have disclosed Kevin Ternes as an expert appraisal witness. Given the status of negotiations, the three-day jury trial on the District Court calendar for 4/30, 5/1, and 5/2/2024 was cancelled. An executive session was held on May 6th and the City Council delivered negotiating instructions to its negotiator in executive session.

August: On July 15, 2024 the City Council approved a settlement and purchase agreement and authorized the Mayor and City Staff to take all steps necessary to complete the terms of the agreements including paying the sum of \$314,775.83 for acquisition of the property, just compensation, damages, and payment of \$22,700.00 for attorneys' fees and costs.

3. City of Minot v. Parkview MHP, LLC

Counsel: John Warcup
Retained by City of Minot
Opposing Counsel: Abigale R. Griffin and Howard Roston
Current Status: Eminent Domain Resolution on August 5, 2024 City Council Agenda

Property owned by Parkview MHP, LLC is considered a necessary acquisition to complete the Mouse River Enhanced Flood Protection Project. City staff and its contract counsel has been negotiating to purchase the property, and made a final counteroffer to Parkview based upon its most recent real estate appraisals. Parkview declined that offer and has asked when the City plans to commence eminent domain proceedings.

August: City staff has prepared an eminent domain resolution for the City Council to consider at its August 5, 2024 regular meeting.

B. Other Civil Matters:

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

Counsel: Howard Swanson
Appointed by Airport Premises Insurance
Opposing Counsel: Steve Lutt

Current Status: Unfiled

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

August: Discovery and negotiations are ongoing.

2. Todd Mickelson v. City of Minot

Counsel: Brian Schmidt
Appointed by NDIRF

Opposing Counsel: Leo Wilking

Current Status: Pending in District Court, Discovery is ongoing.
Motion Hearing/Pretrial Conference set for 11am on February 7, 2025.
Jury Trial Scheduled for 3/3/2025 – 3/7/2025.

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

August: Discovery has concluded, and a Motions and Pretrial Conference hearing has been scheduled for 11am on February 7, 2025. A 5 day jury trial is scheduled to begin March 3, 2025. The deadline for either party to file motions is 4 weeks prior to trial, and the deadline to exchange witness/exhibit lists and hold hearings on motions is not less than 1 week prior to trial. The parties must advise the judge at least fourteen days prior to trial whether the case will be proceeding to trial.

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

Counsel: Bryan Van Grinsven
Appointed by NDIRF

Opposing Counsel: Nici Meyer and Ryan Quarne

Current Status: ND Supreme Court Oral Argument scheduled for September 24, 2024 at 9am

On October 17, 2023, RMM Properties, LLLP (RMM) filed a Notice of Appeal with the North Central Judicial District alleging the City of Minot applied the incorrect legal standard when approving an application for vacation of a plat, and approval of a new preliminary plat, and in doing so the action constitutes a taking of real property without compensation. NDIRF has appointed attorney Bryan Van Grinsven to represent the City in response to the appeal. The City filed its Certificate of Record with District Court on November 13, 2023. The Court issued a briefing schedule on November 15, 2023 requiring the RMM to submit its appellate brief on or before December 6, 2023, and the City to submit its appellee brief within 10 days of

service of the appellate brief. The City supplemented its records with links to the Planning Commission and City Council meetings regarding this matter on November 28, 2023, and RMM submitted a reply brief. On February 28, 2024 the District Court entered an order affirming the City Council’s decision. Notice of Entry of the Order was served on Defendants and filed with District Court on March 1, 2024.

On April 29, 2024, RMM filed an appeal to the North Dakota Supreme Court arguing the District Court erred in affirming the City of Minot’s approval of the application and preliminary plat.

August: The City and RMM have submitted their appellate briefs to the North Dakota Supreme Court, and the matter has been scheduled for oral argument before the ND Supreme Court at 9am on September 24, 2024.

4. Nathan Properties, LLC Appeal

Counsel: John Warcup
Appointed by NDIRF

Opposing Counsel: Jessica Lee Klein

Current Status: Notice of Appeal served on the City and filed in District Court on January 26, 2024.
Scheduling Conference set for 3:30pm on August 19, 2024

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

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

August: Negotiations are ongoing. City has certified the record on appeal, and a scheduling conference has been set for 3:30pm on August 19, 2024.

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

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Trevor Hunter

Current Status: Eminent Domain Resolution on August 5, 2024 City Council Agenda

In 2023, the City of Minot reached out to Liberty Sierra to negotiate a temporary and permanent easement to complete Storm Sewer District 121. On January 16, 2024, Liberty Sierra Vista, LLC sent a letter to the City’s contractor in connection with Storm Sewer District

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

August: On July 1, the City Council approved an agreement that would allow progress on the storm sewer project to continue while the Parties continue to negotiate and determine a final amount of just compensation to acquire temporary and permanent easements.

In sum, the terms of the agreement have the City Council remitting \$35,362.95 as payment and consideration to Liberty Sierra Vista, LLC in exchange for the necessary easements on the property – but reserves the issue of determining a final amount of just compensation for further negotiation. This will allow construction on the project to continue and avoid construction delays. The agreement contemplates that eminent domain proceedings will be commenced if the parties do not believe negotiations are progressing.

The City Engineer, Attorney, and outside counsel agree that negotiations with the property owner are not progressing, and have added a resolution to the City Council's August 5th meeting to consider initiating eminent domain proceedings.

C. City Business:

1. **City Department Legal Support** – This Office provided legal support to the City's City Manager, Department Heads, and Planning Commission regarding contracts, human resources/personnel issues, and other legal matters, including the following:
 - a. **2024 Goals and 2025 Budget:** City Attorney's Office staff are reviewing progress towards 2024 office goals and continue to review and refine our 2025 budget request.
 - b. **Superfund Site Meetings/Document Review:** Attorney Stalheim and Attorney Schmitz have been attending monthly meetings with the Utilities Director, State Department of Environmental Quality, Environmental Protection Agency and Park District regarding the old Minot landfill superfund site and amending the operations and maintenance plan to allow the park district to use the site.
 - c. **Cordico Wellness App:** Attorney Schmitz worked with the MPD to review and edit a contract for the Cordico Wellness App and use of seizure funds.
 - d. **Lead Reclamation Project:** Attorney Schmitz worked with the MPD to review a contract to reclaim spent lead rounds at the gun range.
 - e. **Easement Agreements:** Attorney Schmitz is transitioning his review of draft easement documents to Assistant Dickerson.
 - f. **Edgewood Real Estate Investment Trust Development Agreement:** Attorneys Johnson and Lindgren submitted a draft preliminary agreement, and staff has forwarded the same to Edgewood to review and consider. It's our understanding that Edgewood is continuing to consider the agreement and defer questions regarding status to the Community and Economic Development Director.
 - g. **Attorney General Open Meetings Response:** The City Attorney responded to a complaint filed with the North Dakota Attorney General's Office alleging executive sessions held regarding the Nok Back Tavern purchase. We anticipate it will take approximately 1-2 months to receive a response.
 - h. **Demolition/Remedial Work Orders:** The City Attorney discussed remediation and demolition orders with the Building Official and PD.

- i. **Police Department Auction:** Attorney Schmitz and Attorney Dickerson provided counsel to the Police Department regarding police auction concerns, and associated policies and procedures.
- j. **Customer Service Manual:** City Attorney staff has been reviewing and drafting feedback on the City's customer service manual.
- k. **Kemper Property Purchase:** The City Attorney exchanged correspondence and purchase agreement drafts with the attorney for the Kemper Family Estate.
- l. **Snow Removal After Action Review (2023-24):** Attorneys Schmitz and Dickerson attended an AAR to discuss last year's snow removal plan.
- m. **Franchise Fee Research:** Attorney Schmitz is providing counsel and research to Assistant City Manager Joyce regarding the City's franchise fees.
- n. **Council Decorum and Procedures Memo:** City Attorney Stalheim is finalizing and has circulated a memo outlining typical Council Procedures and Decorum for review amongst City leadership.
- o. **Extension of Structure Demolition/Site Restoration Contract:** Attorney Stalheim reviewed and approved a contract extension drafted by CDM Smith for legal sufficiency.
- p. **Award of Bid for Fire Alarm Control Panel System and Installation:** Attorney Dickerson provided counsel to Airport staff on this item.
- q. **CDBG Policies and Procedures:** Attorney Stalheim was asked to review this policy days before the agenda deadline, and advised that more time would be needed to conduct a substantive legal review if necessary.
- r. **Airport Lease Review:** Attorney Dickerson provided counsel to the Airport regarding an assignment of an airport lease from Shawn Huizenga to M20K, LLC for Hangar S6 Southside First Addition, Lot 1.
- s. **Souris Basin Planning Council Grant Funding Agreement Amendment:** Attorney Stalheim reviewed the agreement and provided counsel.
- t. **Taxiway C Rehabilitation Documents:** Attorney Dickerson continues to provide counsel to the Airport and its consultants on the Taxiway C Rehabilitation Project.
- u. **Men's Winter Refuge Lease Renewal:** Attorneys Stalheim and Dickerson provided counsel to City staff regarding this lease renewal.
- v. **Marsy's Law Clarifications:** Attorneys Stalheim and Schmitz provided clarifications to the police department regarding Marsy's Law requirements.
- w. **Downtown Lights:** Attorneys Stalheim, Schmitz, and Dickerson are continuing to gather information on the downtown lighting concerns in order to assist City staff.
- x. **Building and Planning Code Nonconforming Properties:** Attorneys Stalheim and Dickerson are providing counsel to staff regarding several properties that are not in compliance with building and zoning codes.

2. **Ordinance/Policy Revisions:**

- a. **Alcohol Ordinance Ad Hoc Committee:** The City Attorney and City Clerk are continuing to review and prepare proposed ordinance amendments for the committee's consideration. Additionally, Katie Schmidt with Ohnstad Twichell, P.C. has produced an initial draft memo to staff regarding her position on the City's liquor license cap. Once we had had time to review and provide any follow-up questions for clarification, this memo will be finalized and disbursed to the City Council for their review and consideration.
 - b. **Street Parking:** Attorney Schmitz is working with the police department to examine our street parking ordinance to see if enforcement can be made more efficient.
3. **City Manager Committees:** Attorney Dickerson has been serving on the Employee Recognition Committee.
4. **Workplace Development:** CAO staff completed workforce development training with ACM Joyce to help evaluate our current workflow and portfolio system and identify any efficiencies

to be gained. This included completing the Gallup's Clifton Strengths 'Strengths Finder' 2.0 Assessment, and following that assessment and consultation with Department Heads, the City Attorney restructured the Assistant Attorney portfolios as explained in the following paragraph.

5. Assistant City Attorney Portfolios: The City Attorney's Office has created portfolios for each of the attorneys in an effort to streamline inquiries from City Departments and Officials. After conducting a strengths findings assessment and consulting with Department Heads and City Administration, our office restructured our portfolio assignments to maximize our strengths as follows:

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

Additionally, Attorneys Schmitz and Dickerson have started maintaining regular, weekly office hours on site at the Public Works, Fire, and Police Departments. Attorney Dickerson has maintained office hours at the Airport since his arrival and both departments agree it has been a beneficial move.

While all city attorneys are available to City staff and officials for consultation, it is our hope that the portfolio system will allow our attorneys to develop an expertise within their assigned portfolios and, in turn, increase response time and provide more specialized services. The City Attorney's Office also has a weekly staff meeting to brief our group on office and City activities. The City Attorney's Office is always accepting comment on the portfolio workflow system to determine if it is meeting its intended purpose of improving efficiencies. Feedback can be emailed to the City Attorney at stefanie.stalheim@minotnd.gov.

II. Criminal Matters

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

- a. **Appointment of Special Assistant City Attorney, Seymour Jordan:** The City Attorney and Attorney Schmitz identified a workplace conflict in prosecuting a municipal court case and secured conflict counsel to review the case and assume prosecution.
- b. **Annual Case Totals:** Below is a table documenting the number of criminal and traffic matters opened in municipal court each month for 2022, 2023, and now 2024:

c.

2022	Criminal	Traffic	Total
January	94	208	302
February	91	269	360
March	75	321	396
April	104	209	313
May	114	345	459
June	114	324	438

2023	Criminal	Traffic	Total
January	83	177	260
February	84	208	292
March	121	256	377
April	154	361	515
May	145	318	463
June	119	357	476

July	92	235	327
August	134	241	375
September	118	217	335
October	75	200	275
November	91	138	229
December	79	151	230
totals	1181	2858	4039

July	170	404	574
August	147	372	519
September	112	260	372
October	124	310	434
November	155	250	405
December	140	274	414
totals	1554	3547	5101

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

2024	Criminal	Traffic	Total
January	141	260	401
February	114	348	462
March	114	345	459
April	109	331	440
May	126	275	401
June	246	285	531
July	111	281	392
totals	861	2125	3086

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

Respectfully Submitted,

 Recoverable Signature

X 

Stefanie Stalheim
City Attorney
Signed by: 48ae2bc4-fd85-4c0e-a0ea-7c87bc0c1a31



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: August 5, 2024

SUBJECT: PUBLIC HEARING: PUBLIC COMMENT CDBG CONSOLIDATED PLAN

I. RECOMMENDED ACTION

It is recommended City Council approve the Consolidated Plan and authorize staff to submit to HUD for review and approval.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553

III. DESCRIPTION

A. Background

The City of Minot was notified in 2023 it would be classified as an Entitlement Community. This designation allows the City to receive an annual allocation from the Community Development Block Grant (CDBG) program. The use of these funds is to develop and build a sustainable community for those who are identified to be classified as Low to Moderate Income (LMI) as outlined by the Housing and Urban Development (HUD) Department.

24 CFR 91 requires recipients to complete a Consolidate Plan. This plan will serve as the planning document (comprehensive housing affordability strategy and community development plan) of state or local grantee governments and to support their applications for funding under any of the Community Planning and Development formula grant programs. Public hearings along with public and stakeholder meetings were held to gain insight as to the challenges facing the City of Minot. Information was compiled and will serve as direction on the local allocation of funds for projects/activities.

After the 30-day Public Comment period and Council approval, staff will submit the plan to HUD for their review and approval. The deadline for submission to HUD is August 16, 2024.

B. Proposed Project

The Consolidate Plan along with the Articles of Impediment have been open for a 30-day public comment period. Information gathered during this time will be documented and used in the planning sessions.

C. Recommendation Detail

Staff recommend the Council approve the Consolidated plan and authorize staff to submit the approved plan to HUD for their review and approval.

IV. IMPACT

A. Aspirations

This fits the Council's aspiration of being Dynamic and Flourishing. Projects and activities supported by these funds allow residents who may be in the LMI category to gain confidence knowing there is assistance. Residents can flourish as they gain confidence with support of other activities.

B. Service/Delivery Impact:

Funds from the Entitlement program will be used to help assist projects and activities for residents of Minot.

C. Fiscal Impact

Minot received an allocation of \$331,580 for FY 24. Minot will receive an annual allocation moving forward. The amount of the allocation will vary from year to year depending on the funding set forth by Congress.

VI. ALTERNATIVES

1. The Council could not approve the Consolidated Plan. The deadline for submission is August 16, 2024. Failure to submit a plan by this date, could result in funding being pulled by HUD.

2. Council requires staff to add additional information and allow staff to submit without Council approval of the changes. This will allow staff to meet the submission deadline of August 16, 2024.



TO: Mayor Ross
Members of the City Council

FROM: Luke Tillema, Building Official

DATE: August 5, 2024

SUBJECT: PUBLIC HEARING: RICHARD PEDERSON MOVE REQUEST

I. RECOMMENDED ACTION

The relocation of the 16' x 16' 1½ story accessory building from 100 6th St SE, Minot ND, 58701, also known as Eastwood Park Addition Lot 2 Block 1, to 118 5th St SE, Minot, ND 58701, also known as Outlots Sec 24 155 83 SE¼ NW¼ Outlot 18, has been completed without City Council approval prior to receipt of the move permit application.

Should City Council choose to approve the move after-the-fact, the building shall be subject to the following conditions in accordance with City of Minot Code of Ordinances:

1. A ten-thousand-dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.
2. Application and approval of mechanical, electrical, plumbing, building permits for all new proposed construction.
3. Coordinate all relocation activities with public utilities and traffic authorities.
4. An approved foundation design in compliance with City of Minot building codes.
5. If required, plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
7. The exterior of the structure must be one consistent color arrangement of colors after relocation.

The property must be provided with proper site drainage, and must be landscaped in a manner similar to surrounding properties.

II. DEPARTMENT CONTACT PERSONS

III. DESCRIPTION

A. Background

The structure to be moved is a 16' x 16' 1½ story accessory building. The structure is wood frame construction. The structure has wood siding, asphalt shingles and wood windows.

B. Proposed Project

Planning Commission has granted a variance for the accessory building on a lot without a primary dwelling. The accessory building has already been relocated to the proposed location. The building is resting directly on the earth and will need to be provided with a permanent foundation and anchoring method that complies with the 2021 IRC, should City Council decide to allow the building to stay in its current location. The relocated building will be required to meet all of the applicable requirements of the 2021 IRC, in accordance with 2021 International Existing Building Code, Section 1402.

C. Recommendation Detail

A. All work must begin within 30 days of issuance of moving and building permits and completed within ten months of start date and generally in accordance with the following schedule.

1. Foundation complete within two months.
2. Structure relocated within four months.
3. Work required for code compliance completed within six months.
4. All proposed construction and final clean up completed within ten months.

IV. IMPACT

A. Aspirations

Relocating a residential building within the City of Minot without the approval of City Council is a violation of Sec. 9-46. The building is located on a lot effected by a current 100-year floodplain, which may require elevation certificates provided by a ND registered professional engineer, as determined by City Engineer and/or Flood Plain Manager.

B. Service/Delivery Impact:

N/A

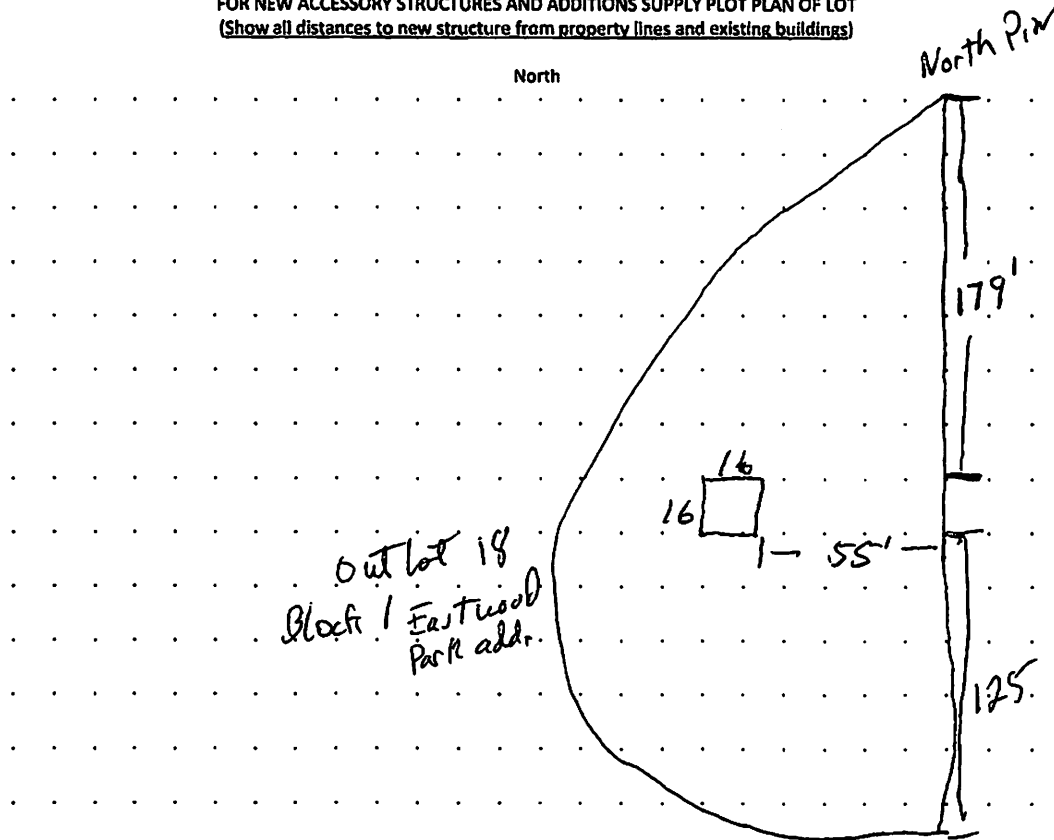
C. Fiscal Impact

N/A

VI. ALTERNATIVES

No alternatives are applicable.

FOR NEW ACCESSORY STRUCTURES AND ADDITIONS SUPPLY PLOT PLAN OF LOT
(Show all distances to new structure from property lines and existing buildings)



*****NO COMMERCIAL OR MULTI FAMILY BUILDING PERMITS WILL BE ISSUED, INCLUDING FOUNDATION PERMITS, WITHOUT WRITTEN CONFIRMATION THAT THE PROJECT SITE AND STORM WATER MANAGEMENT PLANS HAVE BEEN APPROVED BY ENGINEERING.**

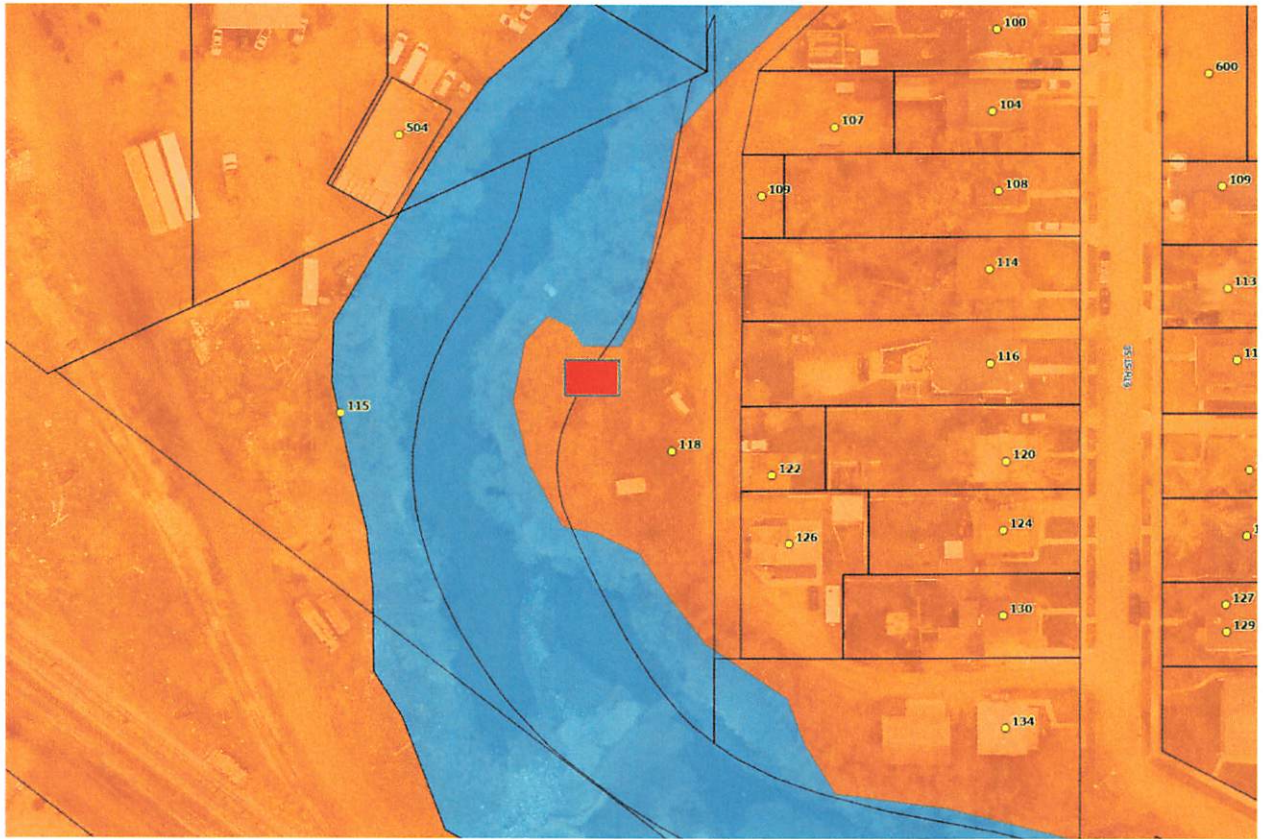
This permit creates no warranties with regard to construction or code compliance. Any inspections under this permit are for the benefit of the public and not the permit recipient, and any inspections do not create a duty to the permit recipient, the owner, or to a subsequent purchaser with regard to quality of construction or code compliance. This agreement applies to any such claim brought by any subsequent purchaser or owner of the property. I understand that I am responsible for the information shown hereon. I certify that I have investigated the location of my property lines, any easements or other restrictions on the property and the dimensions shown are accurate to the best of my knowledge.

AS PERMIT APPLICANT, I ACKNOWLEDGE THAT I HAVE BEEN MADE AWARE OF THE ABOVE STATEMENTS AND CONDITIONS.

APPLICANT SIGN

DATE 1-11-2024

Richard Pederson
116 6TH ST SE
701-720-0627









Minot Parcel Viewer

Private Member ⓘ

City of Minot

Summary

The map used by the public to find general information including parcel information, addresses, city boundaries, utilities and more.

[View Full Details](#)

Details



Application

Web Mapping Application



April 21, 2023

Date Updated



March 16, 2021

Published Date



Public

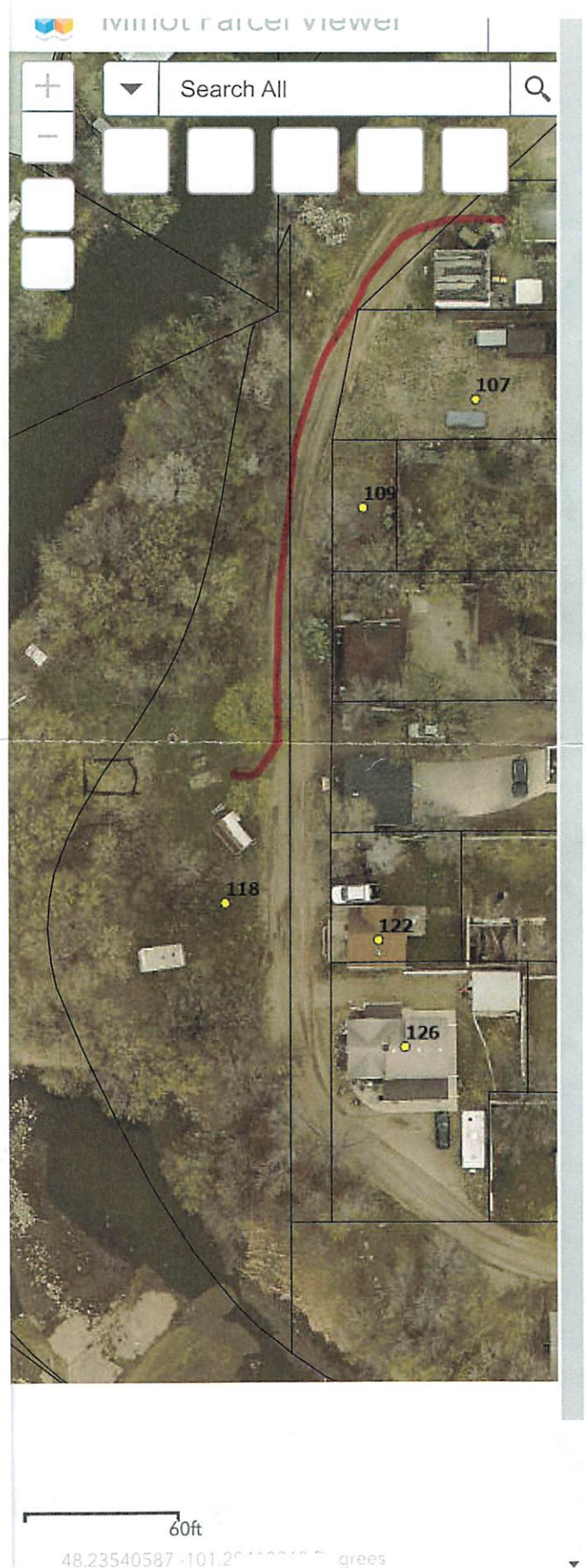
Anyone can see this content



No License Provided

Request permission to use

Building is already moved to relocation.





7/15/2024

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Richard Pederson to relocate a 16'x16' 1 ½ story accessory building from 100 6th St SE to 118 5th St SE (OUTLOTS SEC 24 155 83 SE1/4 NW1/4 OUTLOT 18). This property is zoned R1, Single-Family Residential District.

A public hearing regarding the request will be held on Monday, August 5, 2024. The City Council will be reviewing the request on that day, at 5:30 pm in the City Council Chambers at City Hall. If you wish to appear or give comments concerning the request, you may attend this meeting, or you may present comments to this office at 1025 31st Street SE during normal working hours. Your aldermen are: Mike Blessum, Scott Samuelson, Rob Fuller, Mark Jantzer, Lisa Olson, and Paul Pitner.

Sincerely,

Luke Tillema
Building Official

Enclosures

Certified Mail





Richard Pederson: You or your representative should appear on behalf of your request at the City Council meeting on Monday August 5, 2024, at 5:30 p.m. in the City Council Chambers. The City Council will be considering your request at that time.

NOTICE OF INTENT TO MOVE BUILDINGS

1. Richard Pederson, owner of a 16' x 16' 1 ½ -story accessory building, is requesting to relocate this structure from 100 6th St SE to **118 5th St SE** (Outlots Sec 24 155 83 SE1/4 NW1/4 Outlot 18.)
2. Craig Rudland, owner of a 26' x 40' detached garage with 346 sq. ft. of living area, is requesting to relocate this structure from 1623 8th Ave SE to **919 36th St SE** (Miller's Third Addition Lot 1).

Application has been made to the City Council for a moving permit to move these structures, and a public hearing will be held on August 5, 2024 at 5:30 p.m. in City Council Chambers at City Hall (10 3rd Avenue SW).

Anyone objecting to the granting of the permit to move these structures should make their protest known and appear in opposition to the granting of these permits. Further information can be obtained from Luke Tillema, Building Official, at 857-4102.

Publish Legal Ad: July 20, 2024
July 27, 2024
August 3, 2024

Bill to: Inspection Department
City of Minot
10 3rd Avenue SW
Minot, ND 58701

1025 31st Street SE Minot, ND 58701, Phone: 701-857-4102

PROPERTY LOCATION: 118 5th St SE

PROJECT NAME: PEDERSON MOVE

EXTERIOR:

1. Are there signs of roof, foundation, wall and structural support failure? WALLS ARE SITTING ON THE DIRT. SOLE PLATES NEED TO BE REPLACED WITH PRESSURE TREATED LUMBER
2. What is the current condition of shingles and roof vents? ASPHALT SHINGLES -POOR CONDITION
3. Current condition of windows, facia, and trim? WINDOWS, TRIM FACIA ALL IN POOR CONDITION NEED TO BE SCRAPED AND PAINTED
4. Current condition of siding, need repair, replacement, or paint? SIDING IS IN POOR CONDITION. NEEDS TO BE SCRAPED AND REPAINTED. SOME SIDING AT THE BOTTOM NEEDS TO BE REPLACED.

INTERIOR:

1. Are windows in all sleeping rooms egress type (820 Sq. In. Net openable area)?
N/A
2. Are smoke detectors installed and in correct location?
N/A
3. What is the size and condition of floor supports? 2X6 SPANNING 16 FEET.
OVER SPAN FOR CEILING JOIST OR FLOOR JOIST
4. Does the building have fuses or circuit breakers and what size is the electrical panel?
N/A
5. What is the type and current condition of wiring?
N/A
6. What is the type and current condition of HVAC?
N/A

COMMENTS: OLD BUILDING WILL TAKE A LOT OF WORK TO BRING UP TO CODE

INSPECTOR'S SIGNATURE: Michael J Murphy

Digitally signed by Michael J Murphy
Date: 2024.06.20 14:32:08 -05'00'

DATE: 6/20/24



✉ assessor@minotnd.gov

🌐 www.minotnd.gov

📞 701.857.4160

📍 PO BOX 434
Minot ND, 58702

MEMO

DATE: 06/20/2024

TO: Minot City Council

FROM: Ryan Kamrowski, City Assessor
Dusty Schlecht, Senior Property Appraiser

SUBJECT: Application from Richard Pederson to move 1 ½ Story accessory building located at 100 6th St SE Minot, ND 58701 also known as EASTWOOD PARK ADDITION LOT 2 BLOCK 1 to 118 5th St SE Minot, ND 58701 as known as OUTLOTS SEC 24 155 83 SE1/4NW1/4 OUTLOT 18.

DESCRIPTION

The application is requesting to move a 16' x 16' 1 ½ story accessory building located at 100 6th St SE Minot, ND 58701 also known as EASTWOOD PARK ADDITION LOT 2 BLOCK 1 to 118 5th St SE Minot, ND 58701 also known as OUTLOTS SEC 24 155 83 SE1/4NW1/4 OUTLOT 18. The structure is wood frame construction. The structure has wood siding, asphalt shingles and wood windows.

RECOMMENDATION

The area that is under consideration for the moving application is 118 5th St SE Minot, ND 58701. The proposed site is in an established subdivision within the city limits. The property is zoned "R1" which allows Single Family Residential units. The surrounding neighborhood consists of Several 1 ½ story and two-story structures built between 1910 and 1920. Most of the structures in the neighborhood are single family residences. The proposed moving location is level and bordered to the east by the Souris river. The proposed moving location is in central Minot, in an area referred to as Eastwood park. Most of the properties in the vicinity have structures on them. Property values in the area range from approximately \$86,000 for the smaller residential properties to over \$285,000 for the largest property.

On a building relocation move, city ordinance requires the Assessor's Office to determine if the structure in consideration to be moved would currently meet 60% of its replacement cost and whether it is compatible with the neighborhood.

The structure has wood siding, asphalt roof, and wood windows all in poor condition. The structure to be moved was built in 1925 so it is similar to the age of the other properties in the neighborhood. We estimate the structure to meet 25% of its replacement cost as per Sec 9-47(b) (c) of the Minot Code of Ordinances. The subject structure was constructed using modern construction methods from the early 20th century and is in poor condition. It is our opinion that this structure would conform to the neighborhood under consideration.

The City of Minot Assessor's Office does not have a recommendation for the proposed site. The Assessor's office finds that the percentage of replacement cost new does not meet requirements set forth in City Ordinances.

Structure to be moved:



Structure to be moved:



Structure to be moved:



Proposed moving location:



1 ½ Story to the Southeast:



2 Story to the east:



Backyard of property to the east:



Backyard of property to the Northeast:



Backyard of Property to the Northeast:



Backyard of Property to the Northeast:



Property where structure was moved from:





TO: Mayor Ross
Members of the City Council

FROM: Luke Tillema, Building Official

DATE: August 5, 2024

SUBJECT: PUBLIC HEARING: CRAIG RUDLAND MOVE REQUEST

I. RECOMMENDED ACTION

It is recommended City Council approve the relocation of a detached garage with 346 sq. ft. of living space from 1623 8th Ave SE, Minot ND, 58701 also known as Outlots Block 142 SW ¼ of Sec 19-155-82 S/D Lot 6 Known as Lot A, to 919 36th St SE, Minot, ND 58701, also known as Miller's Third Addition Lot 1, subject to the following conditions:

- 1. A ten-thousand dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.**
- 2. Application and approval of mechanical, electrical, plumbing, building permits for all new proposed construction.**
- 3. Coordinate all relocation activities with public utilities and traffic authorities.**
- 4. An approved foundation design in compliance with City of Minot building codes.**
- 5. If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.**
- 6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.**
- 7. The exterior of the structure must be one consistent color arrangement of colors after relocation.**

The property must be provided with proper site drainage, and must be landscaped in a manner similar to surrounding properties.

II. DEPARTMENT CONTACT PERSONS

**Luke Tillema, Building Official, 701-857-4104
Ryan Kamrowski, City Assessor, 701-857-4161**

III. DESCRIPTION

A. Background

The structure to be moved is a 26' x 40' detached garage with 346 sq. ft. of Living area. The structure has vinyl siding, asphalt shingles and vinyl windows.

B. Proposed Project

Relocation of 1,040 sq. ft. detached accessory structure.

C. Recommendation Detail

All work must begin within 30 days of issuance of moving and building permits and completed within ten months of start date and generally in accordance with the following schedule.

1. Foundation complete within two months.
2. Structure relocated within four months.
3. Work required for code compliance completed within six months.
4. All proposed construction and final clean up completed within ten months.
5. City of Minot Zoning Ordinance, Section 23-1 States: "All off-street parking spaces and all driveways on private property leading to such parking areas shall be all-weather hard surface material. Acceptable surfacing materials include asphalt, concrete, brick, cement pavers or similar materials installed and maintained according to industry standards."

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

Garage is located on City-owned property, acquired for flood control.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

No alternatives are applicable.

Craig Rudland: You or your representative should appear on behalf of your request at the City Council meeting on Monday August 5, 2024 at 5:30 p.m. in the City Council Chambers. The City Council will be considering your request at that time.

NOTICE OF INTENT TO MOVE A BUILDING

Craig Rudland, owner of a 26' x 40' detached garage with 346 sq. ft. of living area, is requesting to relocate this structure from 1623 8th Ave SE to **919 36th St SE** (Miller's Third Addition Lot 1).

Application has been made to the City Council for a moving permit to move this structure, and a public hearing will be held on August 5, 2024 at 5:30 p.m. in City Council Chambers at City Hall (10 3rd Avenue SW).

Anyone objecting to the granting of the permits to move this structure should make their protest known and appear in opposition to the granting of this permit. Further information can be obtained from Luke Tillema, Building Official, at 857-4102.

Publish Legal Ad: July 20, 2024
 July 27, 2024
 August 3, 2024

Bill to: Inspection Department
 City of Minot
 10 3rd Avenue SW
 Minot, ND 58701

Inspection Department



7/15/2024

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Craig Rudland to relocate a 26 'x 40' detached garage with 346 sq. ft. of living area from 1623 8th Ave SE to 919 36th St SE (MILLER'S THIRD ADDITION LOT 1). This property is zoned R1, Single-Family Residential District.

A public hearing regarding the request will be held on Monday, August 5, 2024. The City Council will be reviewing the request on that day, at 5:30 pm in the City Council Chambers at City Hall. If you wish to appear or give comments concerning the request, you may attend this meeting, or you may present comments to this office at 1025 31st Street SE during normal working hours. Your aldermen are: Mike Blessum, Scott Samuelson, Rob Fuller, Mark Jantzer, Lisa Olson, and Paul Pitner.

Sincerely,

Luke Tillema
Building Official

Enclosures

Certified Mail

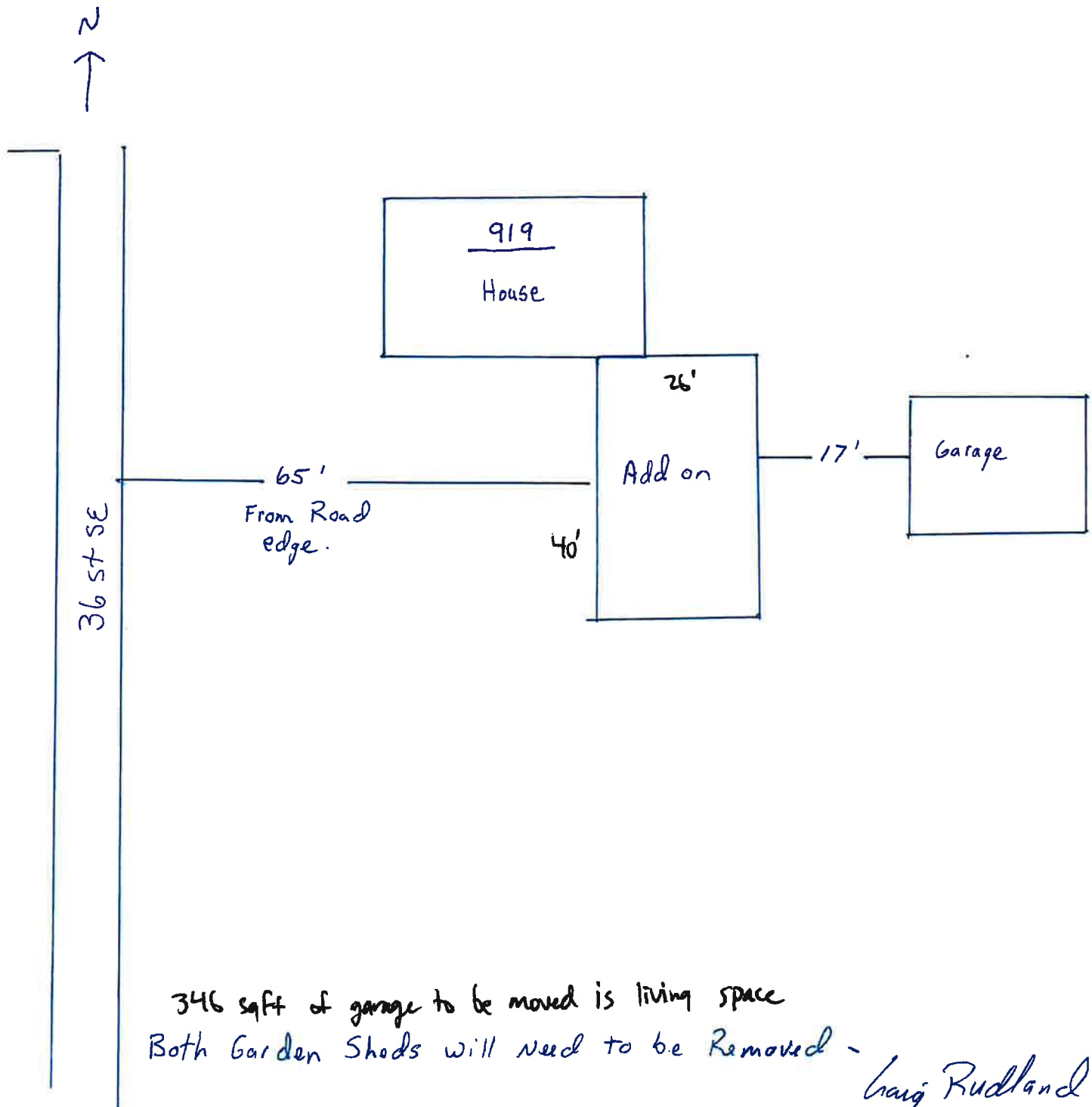




Craig Rudland

919 36 ST SE

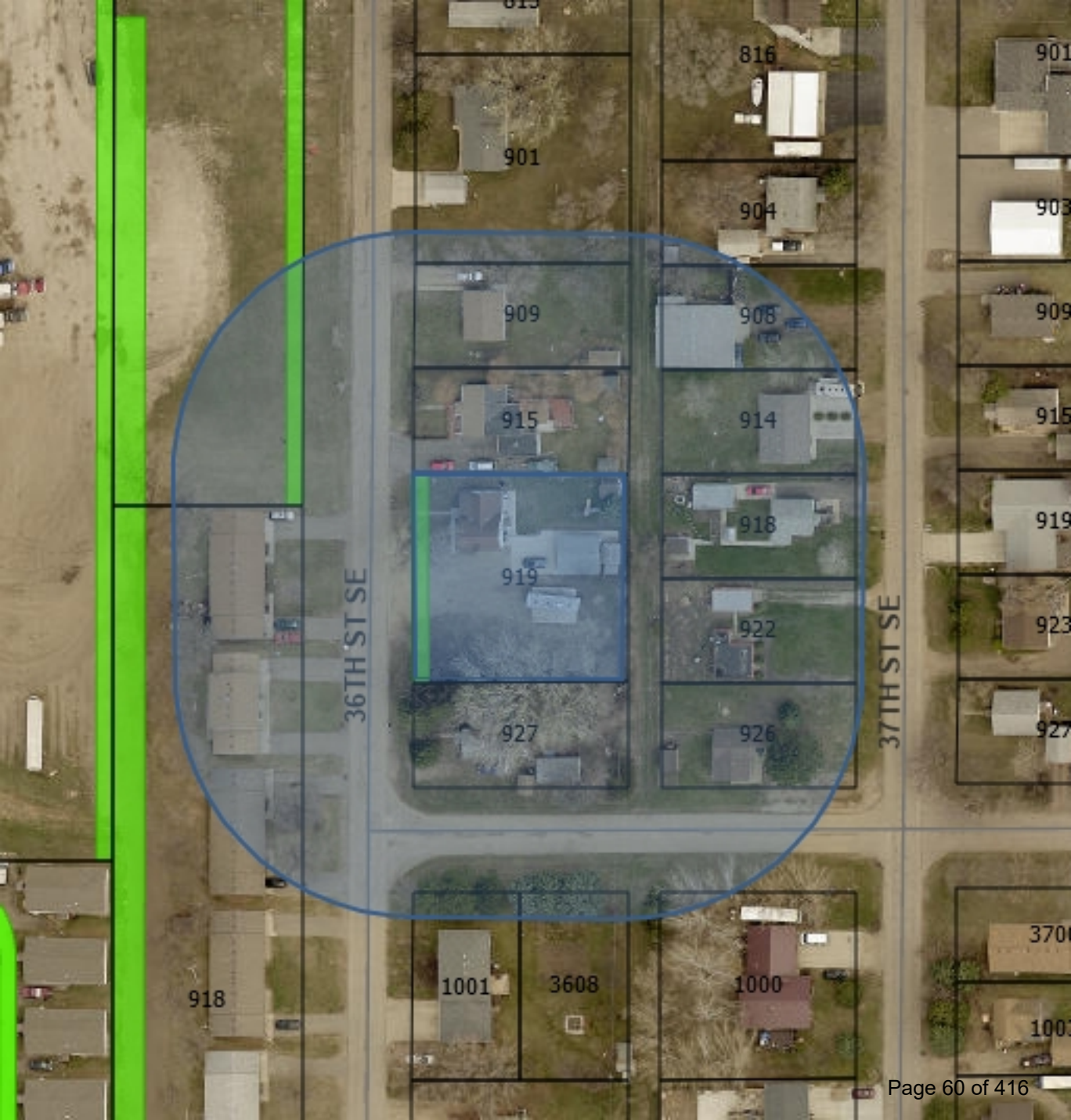
Site plan



346 sqft of garage to be moved is living space
Both Garden Sheds will need to be Removed -

Craig Rudland





1025 31st Street SE Minot, ND 58701, Phone: 701-857-4102

PROPERTY LOCATION: 1623 8th Ave SE

PROJECT NAME: Rutland Garage move

EXTERIOR:

1. Are there signs of roof, foundation, wall and structural support failure?
NO
2. What is the current condition of shingles and roof vents?
GOOD CONDITION
3. Current condition of windows, facia, and trim?
GOOD CONDITION
4. Current condition of siding, need repair, replacement, or paint?
GOOD CONDITION SMALL REPAIRS NEEDED AFTER MOVE

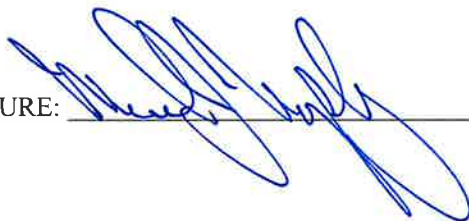
INTERIOR:

1. Are windows in all sleeping rooms egress type (820 Sq. In. Net openable area)?
N/A
2. Are smoke detectors installed and in correct location?
N/A
3. What is the size and condition of floor supports?
N/A
4. Does the building have fuses or circuit breakers and what size is the electrical panel?
UNABLE TO ACCESS PANEL
5. What is the type and current condition of wiring?
UNABLE TO ACCESS WIREING
6. What is the type and current condition of HVAC?
N/A

COMMENTS:

BUILDING LOOKS TO BE OF NEWER CONSTRUCTION AND IS IN OVERALL GOOD CONDITION

INSPECTOR'S SIGNATURE: _____



DATE: _____

6/28/24



✉ assessor@minotnd.gov

🌐 www.minotnd.gov

📞 701.857.4160

📍 PO BOX 434
Minot ND, 58702

MEMO

DATE: 06/26/2024

TO: Minot City Council

FROM: Ryan Kamrowski, City Assessor
Sheila Maragos, Senior Property Appraiser

SUBJECT: Application by Craig Rudland to move a 1 ½ Story accessory building located at 1623 8th Ave SE Minot, ND to 919 36th ST SE Minot, ND.

Background

The application requests to move a 26' x 40', 1 ½ story accessory building located at 1623 8th Ave SE Minot, ND 58701 also known as Outlots Block 142 SW ¼ of Sec. 19-155-82 to 919 36th ST SE Minot, ND 58701 also known as Millers Third Addition Lot 1. The 2006 year-built structure is wood frame construction with vinyl siding, asphalt shingles and vinyl windows.

The location that is under consideration for the moving application is in an established subdivision and known as the Jefferson school area which is located on the east side of Minot. The property is zoned "R1" which allows Single Family Residential units. The surrounding neighborhood is an assortment of 1 story, 1 ½ story, 2 story, split level and manufactured home structures built between 1930 and 2015. Both attached and detached accessory buildings are common in the neighborhood. Most structures in the neighborhood are single family or duplex residences however, there are commercial use buildings towards the areas bordering Burdick Expressway East. Residential property values in the area range from approximately \$53,000 for smaller residential properties to over \$320,000 for a larger residential property.

On a building relocation move, city ordinance requires the Assessor's office to determine if the structure in consideration would meet 60% of its replacement cost and be compatible with the neighborhood. The structure has vinyl siding, an asphalt roof and vinyl windows, all in good condition. The structure to be moved was built in 2006 and is similar in age and style with other properties in the neighborhood. We estimate the structure to meet 78% of its replacement cost as per Sec 9-47(b) (c) of the Minot Code of Ordinances. The subject structure was constructed using modern construction methods and is in good condition. It is our opinion that this structure would conform to the neighborhood under consideration.

Recommendation

The City of Minot Assessor's Office recommends the move be approved to the proposed site. The Assessor's office recommendation assumes that following the relocation the structure will meet all current building codes and set back requirements as determined by the building official.

Structure to be moved:



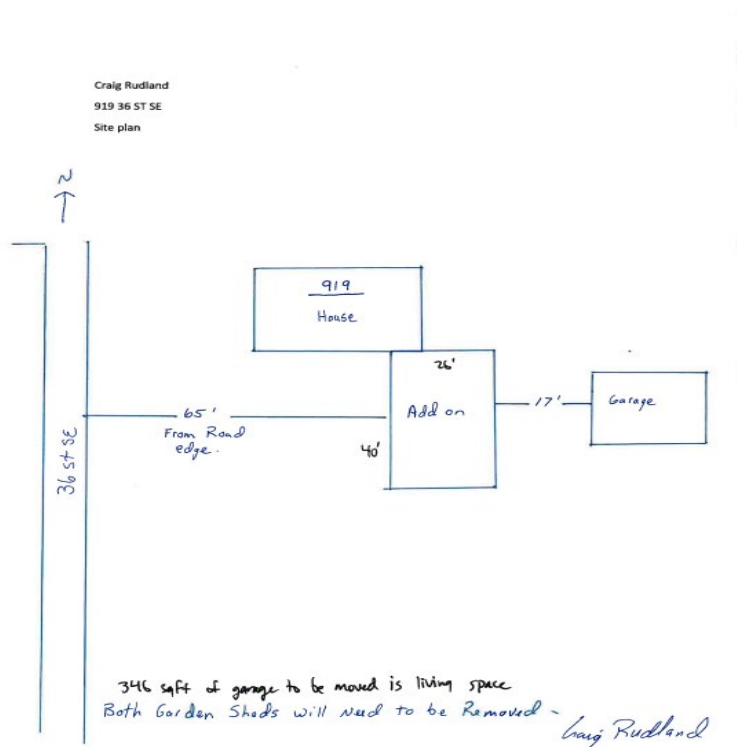
Structure to be moved:



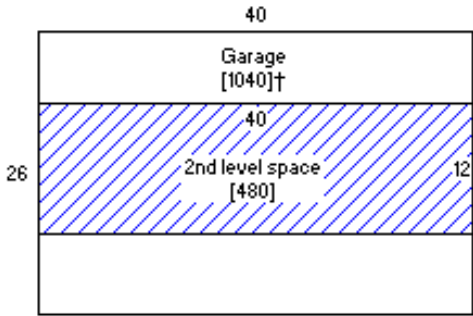
Proposed moving location:



Site plan provide by applicant:



Sketch of Proposed building to be moved:



Neighboring Property Picture Map:



Property north of subject:



Property south of subject:



Property west of subject:



Property west of subject:



Property west of subject:



Property east of subject:



Property east of subject:



Property east of subject:



On July 15, 2024, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). called the meeting to order at 05:30 PM.

ROLL CALL

Members Present: Lisa Olson, Tom Ross, Scott Samuelson, Mark Jantzer, Paul Pitner, Rob Fuller, Mike Blessum

Members Absent: None

PLEDGE OF ALLEGIANCE

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

MAYOR'S REPORT

Mayor Ross attended the Special City Council Meetings - Facilitator, civic leader meeting with the Defense Nuclear Safety Board, Home for the Holidays meetings, MAFB Leadership meeting and Congressional Staff meetings.

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council.

PLANNING COMMISSION

JULY 2024 PLANNING COMMISSION MEETING MINUTES

PUBLIC HEARING: ZONING MAP AMENDMENT - THOMPSON'S FIFTH ADDITION

The motion to close the public hearing and approve the Zoning Map Amendment on first reading based on the recommendation of the Planning Commission was initiated by City Council Member Jantzer, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

PUBLIC HEARING

RENAISSANCE ZONE FINAL APPROVAL: CASE NO. M-102 - 108 MAIN STREET S.

The motion to close hearing, approve the request, and submit the application to the State of ND for final approval was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

RENAISSANCE ZONE CONDITIONAL APPROVAL: CASE NO. M-106 - 110 4TH AVE. NW

The motion to close the public hearing, approve the request, and submit the application to the State of ND for conditional approval was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

SPECIAL USE PERMIT FOR ADDITIONAL ANIMALS REQUESTED

The motion to close the public hearing and approve the Special Use Permit and allow three additional animals at 801 11th Ave SE was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

CONSENT ITEMS

The motion to approve items 7.1-7.5 and 7.7-7.11 with staff recommendations was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

CITY COUNCIL MEETING MINUTES

Approve the minutes of the July 1, 2024 Special City Council meeting and the July 1, 2024 Regular City Council meeting.

ADMINISTRATIVE APPROVALS

Ratify the following administratively approved requests:

1. Special Event Permit for Atypical Brewery & Barrelworks (510 E Central Ave).
2. Two Special Event Permits for the Blue Rider (118 1st Ave SE).
3. Two Special Event Permits for Sports on Tap (220 S Broadway).
4. Special Event Permit for The Ranger Lounge (1218 S Broadway).
5. Special Event Permit for the 19th Hole (2400 14th Ave SW).
6. Two Special Event Permits for Saul's (105 1st St SE Basement).
7. Throttle n Gears to conduct a raffle on July 8, 2024 at Corbett Field (1124 E Burdick Exwy).
8. Dance Team Boosters of Minot to conduct a calendar raffle and raffle boards from September 9, 2024 through December 23, 2024 at Minot High School (1100 11th Ave SW).
9. Project Bee to conduct a raffle on July 4, 2024 at Corbett Field (1124 E Burdick Exwy).
10. The Difference - A - Holistic Approach to conduct a raffle on August 10, 2024 at Corbett Field (1124 E Burdick Exwy).
11. Minot Social Club for Exceptional Persons, 2nd Story to conduct a calendar raffle in August 2024 at 2nd Story Social Club (13 1st Ave SW).
12. Souris Valley United Way to conduct a raffle on July 18, 2024 at Minot Country Club (1912 Valley Bluffs Dr).
13. Hardy Family Benefit to conduct a raffle on August 11, 2024 at the Moose Lodge (400 9th St SW).
14. Ronald McDonald House Charities Bismarck to conduct a raffle on June 28, 2024 at Corbett Field (1124 E Burdick Exwy).
15. 705 MUNS Rising Five to conduct a raffle on June 31, 2024 at Starbucks (1780 22nd Ave SW).

BONES BBQ TRANSFER OF ALCOHOL LICENSE PREMISES

Approve the transfer of alcohol premises for license BL23-0491 for Bones BBQ to 437 N Broadway, Minot, ND contingent on the final inspections, certificate of occupancy, and approval of Chief John Klug.

GAMING SITE AUTHORIZATION - BISHOP RYAN CATHOLIC SCHOOL

Approve the gaming site authorization for Bishop Ryan Catholic Schools to conduct games of chance during the licensing year of July 15, 2024, through June 30, 2025, at Bones BBQ Smokehouse & Grill located at 437 N Broadway, contingent on the issuance of a certificate of occupancy for the building.

GAMING SITE AUTHORIZATION AMENDMENTS

Approve the amendment to add calcuttas to the gaming site authorizations for July 1, 2024, through June 30, 2025, at the following locations with the following organizations:

- MSU Beaver Boosters, Inc. - Sports on Tap (220 S Broadway)
- Minot Junior Golf Association, Inc. - Capri (2030 Burdick Exwy E)
- Minot Junior Golf Association, Inc. - Lucky Strike (1901 N Broadway)

LEASE AMENDMENT L3HARRIS TECHNOLOGIES, INC

Approve the first amendment to the lease between Minot International Airport and L3Harris Technologies, Inc., and authorize the Mayor to sign applicable documentation.

ACCEPTANCE OF MINOT COMMUNITY ENDOWMENT FUND GRANT FOR POLICE WELLNESS K9 PROGRAM

Approve the application and acceptance of the \$7,500 Minot Area Community Endowment Fund grant; authorize the Mayor to sign the grant acceptance; and approve the proposed ordinance for the Minot Area Community Endowment Fund grant on first reading.

ASSIGNMENT OF LEASE FROM SHAWN HUIZENGA TO M20K, LLC FOR HANGAR S6 SOUTHSIDE FIRST ADDITION LOT 1

Approve the consent to assign lease to M20K LLC from Shawn Huizenga, and authorize the Mayor to sign consent to assign lease.

SECOND AMENDMENT TO THE GRANT FUNDING AGREEMENT BETWEEN THE CITY OF MINOT AND SOURIS BASIN PLANNING COUNCIL

Approve the Second Amendment to the Grant Funding Agreement Between the City of Minot and Souris Basin Planning Council and authorize the Mayor to sign the agreement.

STREETLIGHT DISTRICT 65 - FINAL PAYMENT (4808)

Approve the final payment to Main Electric Construction in the amount of \$54,044.58.

BID FOR 2-TON PICKUPS (X2) WITH DUMP BEDS (4848)

The motion to approve the bid from Nelson Auto Center for the two 2-ton trucks with dump beds in the amount of \$73,801 per vehicle (\$147,602.00 total) was initiated by City Council Member Jantzer, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Rob Fuller, Scott Samuelson.

ACTION ITEMS

CITY OF MINOT V. LOYAL ORDER OF THE MOOSE MINOT LODGE #822 (EMINENT DOMAIN) SETTLEMENT

The motion to authorize the Mayor and City Staff to execute the attached Settlement Agreement and Purchase Agreement (settlement documents) and take all steps necessary to complete the terms of the agreements, including payment in the sum of \$314,775.83 for property acquisition, just compensation, damages, and payment in the sum of \$22,700.00 for attorneys' fees and costs was initiated by City Council Member Jantzer, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

TAXIWAY C REHABILITATION - BID AWARD, CONTRACTS, AND GRANTS (AIP 3-38-0037-073-2024)

The motion to accept bids for the Taxiway C Rehabilitation, award the contract to Strata Corporation for the Base Bid and alternate 1 in the amount of \$5,771,753.00 contingent on federal and state grants; approve the Taxiway C and C3 Rehabilitation and Edge Lighting Replacement construction administration to be conducted by Short Elliott Hendrickson Inc. (SEH) in the amount of \$599,200 contingent on federal and state grants; approve the proposed budget amendment on first reading; authorize Mayor to sign the agreements and other related documentation; and authorize the Mayor, City Attorney, and the Airport Director to apply for, accept and sign grant awards and other related documents as appropriate was initiated by City Council Member Olson, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

PURCHASE OF PROPERTY (LOT 5 KEMPER ADDITION) - FLOOD CONTROL ACQUISITION

The motion to approve the purchase price of \$920,000 for Kemper Addition Lot 5; authorize the Mayor to sign the purchase agreement and closing documents; approve a budget amendment to allocate funds for this purchase from sales tax infrastructure; and authorize earnest money in the amount of \$9,200 being issued prior to second reading of the budget amendment was initiated by City Council Member Olson and seconded by City Council Member Jantzer.

The motion to table the item for 30-days for community input was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Scott Samuelson; nays: Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross. The motion to table failed.

Whereupon the City Council returned to the original motion by City Council Member Olson and seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Mike Blessum, Rob Fuller, Scott Samuelson. The motion passed.

CITY COUNCIL DIRECTION ON RFP FOR BROADWAY CIRCLE

The motion to approve scenario 2 with a lease to own option in the contract if possible and authorize staff to proceed with advertisement and solicitation through an RFP was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

NAWS BIOTA PLANT OPERATIONS AND MAINTENANCE - BUDGET AMENDMENT

The motion to approve the budget amendment to allocate funds in 2024 to hire and train water plant staff was initiated by City Council Member Jantzer, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ORDINACE UPDATE - CHAPTER 6 - PAWN AND SECONDHAND

The motion to the ordinance repealing and reenacting Chapter 18, Article III, Division 6 (Pawnbrokers, Secondhand Dealers, Scrap Dealers, and Dealers in Precious Metals and Precious Gems) was initiated by City Council Member Olson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

MEN'S WINTER REFUGE LEASE RENEWAL

The motion to approve a one-year renewal of the lease between the City of Minot and the Men's Winter Refuge and authorize the Mayor to sign the contract was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

PERSONAL APPEARANCES

Stephan Podrygula spoke to the City Council about some of the interactions and discussions at the City Council Facilitator meeting on July 9-10, 2024.

MISCELLANEOUS AND DISCUSSION ITEMS

MINOT DOWNTOWN BUSINESS AND PROFESSIONAL ASSOCIATION - CHAD WRIGHT

Chad Wright, President of the Minot Downtown Business and Professional Association, provided updates on the association becoming a 5013C. He discussed the downtown lighting project and some of the issues surrounding it. Alderman Pitner has directed staff to bring this project back to City Council for discussion as an action item at a future council meeting.

MACEDC BIENNIAL PRESENTATION

Brekka Kramer, President & CEO of MACEDC, presented her biannual report to the City Council.

OPIOID TASK FORCE PLAN

Holly Brekkus, Executive Director of First District Health Unit, provided an opioid task force plan update and mentioned the City of Minot can come up with ideas or collaborate with other entities on how to spend the funds.

CITY MANAGER'S PRESENTATION OF THE 2025 BUDGET

Harold Stewart, City Manager, along with City of Minot Department Heads presented to the City Council the 2025 budget.

LIAISON REPORTS

Alderman Olson attended a Souris Basin Planning Council Executive Board meeting, a Central Dakota MPO meeting and mentioned an upcoming CTE ribbon cutting. Alderman Jantzer mentioned an upcoming Liaison Committee meeting. Alderman Samuelson has an upcoming Ward County Planning Commission meeting. Alderman Pitner has an upcoming Visit Minot meeting. Alderman Fuller had no meeting to report on. Alderman Blessum has an upcoming Minot Commission on Aging meeting.

ADJOURNMENT

The motion to adjourn the meeting was initiated by City Council Member Pitner, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None. The meeting ended at 10:36 pm.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 5981

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE CAPITAL INFRASTRUCTURE LAND EXPENDITURES FOR THE PURCHASE OF KEMPER ADDITION LOT 5 AND APPROVE THE USE AND TRANSFER OF SALES TAX INFRASTRUCTURE CASH RESERVES:

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

- §1: Amend the 2024 annual budget to increase the capital infrastructure land expenditures for the purchase of Kemper Addition Lot 5:

41094000-57100	2024940002	\$920,000
26774000-49101		920,000
10040000-49124		920,000

- §2: Approve the transfer of sales tax infrastructure cash reserves:

26774000-49101		\$920,000
10000000-39118		(920,000)
10040000-49124		920,000
41000000-39101	2024940002	(920,000)

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

PASSED FIRST READING: July 15, 2024

PASSED SECOND READING: August 5, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5982

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE AIRPORT CAPITAL INFRASTRUCTURE REVENUE AND EXPENDITURES FOR THE TAXIWAY C/C3 PROJECT AND APPROVE THE TRANSFER AND USE OF SALES TAX IMPROVEMENTS RESERVES.

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

- §1: An ordinance amending the 2024 annual budget to increase the Airport Capital Infrastructure expenditures for the Taxiway C/C3 project:

11000000-33200	2024500005	\$3,896,688
11000000-33500	2024500005	216,483
11050000-57200	2024500005	4,329,653
25250000-49102		216,483
11000000-39114		216,483

- §2: Approve the transfer and use of Sales Tax Improvement reserves:

25250000-49102		\$216,483
11000000-39114		(216,483)

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

PASSED FIRST READING:

July 15, 2024

PASSED SECOND READING:

August 5, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5983

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
POLICE GRANT DEPARTMENT REVENUES AND EXPENDITURES FOR THE FY24
THERAPY/COMFORT K9 WELLNESS 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 2024 Therapy/Comfort K9 Wellness Grant:

10000000-36400	2024200012	\$7,500
10020000-46104	2024200012	7,500

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

PASSED FIRST READING: July 15, 2024

PASSED SECOND READING: August 5, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5984

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
NAWS BIOTA PLANT DEPARTMENT REVENUES AND EXPENDITURES FOR THE
HIRING OF ADDITIONAL OPERATORS.**

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

- §1: An ordinance amending the 2024 annual budget to increase the NAWS Biota Plant department revenues and expenditures for the hiring of additional operators:

22000000-33100		\$431,021
22060100-41100		269,895
22060100-42100		129,408
22060100-42110		294
22060100-42210		3,207
22060100-42320		24,993
22060100-42700		2,063
22060100-42900		1,161

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

PASSED FIRST READING: July 15, 2024

PASSED SECOND READING: August 5, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: August 5, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Special Event Permit for Atypical Brewery & Barrelworks (510 E Central Ave).**
- 2. Three Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 3. Three Special Event Permits for Sports on Tap (220 S Broadway).**
- 4. Special Event Permit for The Spot (6 2nd St NE).**
- 5. Stanley Park District to conduct a raffle on August 1, 2024 at Corbett Field (1124 E Burdick Exwy).**
- 6. Wounded Warriors Kids Camp to conduct a raffle on August 2, 2024 at Corbett Field (1124 E Burdick Exwy).**
- 7. Magic City Figure Skating Club to conduct a calendar raffle from August 10-21, 2024 at Maysa Arena (2501 W Burdick Exwy).**
- 8. Hairball Haven to conduct a raffle on July 29, 2024 at Corbett Field (1124 E Burdick Exwy).**
- 9. Minot North Baseball to conduct a sports pool from September 9, 2024 through December 30, 2024 at Minot North Baseball (2100 21st Ave NW).**
- 10. MARCO to conduct a calendar raffle in September 2024 at the MARCO Office (2201 15th St SW Lower Level).**
- 11. Nedrose Cardinals Booster Club to conduct a sports pool and raffles from August 4, 2024 through February 28, 2024 at Corbett Field (1124 E Burdick Exwy) on August 4th and remaining at Nedrose High School (5705 15th Ave SE).**
- 12. Prairie Warrior Association to conduct a raffle on September 6, 2024 at MACEDC (1020 20th Ave SE).**
- 13. Minot Girls Fastpitch, Inc to conduct a raffle on July 18, 2024 at Corbett Field (1124 E Burdick Exwy).**

14. North Dakota Miss Amazing to conduct a raffle on July 15, 2024 at Corbett Field (1124 E Burdick Exwy).

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752

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

III. DESCRIPTION

A. Background

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

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

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

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

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
06/27/2024	AP185	100005996	MDU		JUNE STATEMENT/2024 BILLING	\$26.29	\$0.00
	AP185	100005997	MDU		JUNE STATEMENT/2024 BILLING	\$178.16	\$0.00
	UNUM0624	100005988	UNUM LIFE INSURANCE		FMLA 06242024	\$893.00	\$0.00
06/28/2024	JO062824	301409	GENERAL ONE TIME PAY	The Title Team	Earnest deposit purchase of Ke	\$9,200.00	\$0.00
	JO062824	301410	TRINITY HEALTH		(7) Trinity Invoices	\$13,625.50	\$0.00
	FSA0624	100005951	WEX HEALTH, INC		June 2024 Discovery Benefits	\$386.20	\$0.00
	FSA0624	100005952	WEX HEALTH, INC		June 2024 Discovery Benefits	\$117.93	\$0.00
	FSA0624	100005953	WEX HEALTH, INC		June 2024 Discovery Benefits	\$54.64	\$0.00
	FSA0624	100005954	WEX HEALTH, INC		June 2024 Discovery Benefits	\$49.75	\$0.00
	FSA0624	100005955	WEX HEALTH, INC		June 2024 Discovery Benefits	\$2,531.87	\$0.00
	FSA0624	100005956	WEX HEALTH, INC		June 2024 Discovery Benefits	\$25.00	\$0.00
	FSA0624	100005957	WEX HEALTH, INC		June 2024 Discovery Benefits	\$52.12	\$0.00
	FSA0624	100005958	WEX HEALTH, INC		June 2024 Discovery Benefits	\$418.56	\$0.00
	FSA0624	100005959	WEX HEALTH, INC		June 2024 Discovery Benefits	\$863.17	\$0.00
	FSA0624	100005960	WEX HEALTH, INC		June 2024 Discovery Benefits	\$981.61	\$0.00
	FSA0624	100005961	WEX HEALTH, INC		June 2024 Discovery Benefits	\$207.58	\$0.00
	FSA0624	100005962	WEX HEALTH, INC		June 2024 Discovery Benefits	\$1,386.96	\$0.00
	FSA0624	100005963	WEX HEALTH, INC		June 2024 Discovery Benefits	\$203.80	\$0.00
	FSA0624	100005964	WEX HEALTH, INC		June 2024 Discovery Benefits	(\$208.89)	\$0.00
	FSA0624	100005965	WEX HEALTH, INC		June 2024 Discovery Benefits	\$2.80	\$0.00
	FSA0624	100005990	WEX HEALTH, INC		June 2024 Discovery Benefits	(\$10.00)	\$0.00
	FSA0624	100005991	WEX HEALTH, INC		June 2024 Discovery Benefits	\$92.58	\$0.00
	FSA0624	100005992	WEX HEALTH, INC		June 2024 Discovery Benefits	\$1,172.15	\$0.00
	FSA0624	100005993	WEX HEALTH, INC		June 2024 Discovery Benefits	\$428.23	\$0.00
	FSA0624	100005994	WEX HEALTH, INC		June 2024 Discovery Benefits	\$220.93	\$0.00
	FSA0624	100005995	WEX HEALTH, INC		June 2024 Discovery Benefits	\$498.60	\$0.00
	FSA0624	100005999	WEX HEALTH, INC		June 2024 Discovery Benefits	\$865.97	\$0.00
	FSA0624	100006000	WEX HEALTH, INC		June 2024 Discovery Benefits	\$195.00	\$0.00
	FSA0624	100006001	WEX HEALTH, INC		June 2024 Discovery Benefits	\$69.92	\$0.00
07/01/2024	AFLA0624	100005998	AFLAC		June 2024 AFLAC	\$15,607.86	\$0.00
	PM070124	100006024	MINOT PARK DISTRICT		Park Mass 07.01.2024	\$1,355.87	\$0.00
07/03/2024	JV070324	301411	ACME TOOLS		AIR FILTER	\$458.25	\$0.00
	JV070324	301412	ADP SCREENING & SELECTION SERVICES		Background Check costs	\$396.00	\$0.00
	JV070324	301413	ADVANCED BUSINESS METHODS		2023-2028 COPIER AGREEMENT	\$1,247.45	\$0.00
	JV070324	301414	AIRSIDE SOLUTIONS		Airfield sign replacement plan	\$2,803.34	\$0.00
	JV070324	301415	AMANO MCGANN, INC.		Renaissance Exit gate Repair	\$7,380.00	\$0.00
	JV070324	301416	AMERICAN WELDING & GAS, INC.		--; SHOP SUPPLIES	\$12,263.16	\$0.00
	JV070324	301417	APPLIED CONCEPTS, INC.		(7) Stalker Radar Units	\$24,150.00	\$0.00
	JV070324	301418	BAKER & TAYLOR BOOKS		Credit on Account	\$2,598.79	\$0.00
	JV070324	301419	BECHTOLD PAVING		31.13 Tons Hot Mix Asphalt	\$8,384.50	\$0.00
	JV070324	301420	BOOMTOWN ENTERPRISES, LLC		FI-10 FACADE IMPROVEMENT	\$180,000.00	\$0.00
	JV070324	301421	BORDER STATES INDUSTRIES, INC.		Proposal # 3800917461	\$5,829.00	\$0.00
	JV070324	301422	CAPITAL ONE		Hacksaw, Sink Strainer	\$87.94	\$0.00
	JV070324	301423	DACOTAH PAPER CO.		UB STATEMENT PAPER - DACOTAH P	\$613.50	\$0.00
	JV070324	301424	DAKOTA FLUID POWER, INC.		PTO ADAPTER	\$3,242.12	\$0.00
	JV070324	301425	DAKOTA TRUCK & FARM		SPRING; FRONT SPRING ASSY	\$1,090.79	\$0.00
	JV070324	301427	DARYLE E LORENZ JR		Dust Control on Landfill Road	\$8,127.50	\$0.00
	JV070324	301426	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Cener Fee for June 2024	\$1,011.54	\$0.00
	JV070324	301428	EAPC		BROADWAY CIRCLE - EAPC	\$1,045.08	\$0.00
	JV070324	301429	EMPLOYEE ONE TIME PAY	Belinda Gladback	Training- Belinda Gladback	\$123.90	\$0.00

JV070324	301430	EMPLOYEE ONE TIME PAY	Christine Roberts	Tyler Connect- Christine Rober	\$276.50	\$0.00
JV070324	301431	EMPLOYEE ONE TIME PAY	Daniel Raymond	Tuition Reimbursement Legal As	\$729.00	\$0.00
JV070324	301432	EMPLOYEE ONE TIME PAY	Gannon Miller	BCI Basic Investigations- Gann	\$413.00	\$0.00
JV070324	301433	EMPLOYEE ONE TIME PAY	Jacob Olson	SRO Basic- Jacob Olson	\$265.50	\$0.00
JV070324	301434	EMPLOYEE ONE TIME PAY	Kimberly Kolnes	Tyler Connect- Kimberly Kolnes	\$267.20	\$0.00
JV070324	301435	EMPLOYEE ONE TIME PAY	Krystle Foster	Deposit to City Hall - June 2	\$44.22	\$0.00
JV070324	301436	EMPLOYEE ONE TIME PAY	Maria Romanick	Water and donuts for emergency	\$45.99	\$0.00
JV070324	301437	EMPLOYEE ONE TIME PAY	Maria Romanick	Airfare for GLCAME Annual Conf	\$307.95	\$0.00
JV070324	301438	EMPLOYEE ONE TIME PAY	Melissa Anderson	Deposit to City Hall - June 20	\$47.91	\$0.00
JV070324	301439	EMPLOYEE ONE TIME PAY	Nick Schmitz	NDSAA Summer Conference	\$239.12	\$0.00
JV070324	301440	EMPLOYEE ONE TIME PAY	Randi Monley	June 2024 Mileage- Randi Monle	\$32.16	\$0.00
JV070324	301441	ENERBASE		Fuel 11.308	\$15,993.86	\$0.00
JV070324	301442	FACTORY MOTOR PARTS		001; AIR FILTER 6891/88891/P53	\$730.32	\$0.00
JV070324	301444	FASTENAL COMPANY		013; 3/8 X 1 1/4-UNC BOLT	\$30.36	\$0.00
JV070324	301445	FIRE EQUIPMENT CO.		Fire Extinguisher Service - Po	\$296.50	\$0.00
JV070324	301446	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$737.00	\$0.00
JV070324	301447	FLEETMIND SOLUTIONS, INC.		Fleetmind Installation of New	\$81.59	\$0.00
JV070324	301448	G & P COMMERCIAL SALES		Misc. Custodial Supplies	\$397.24	\$0.00
JV070324	301449	GALE		Large Print Books	\$582.20	\$0.00
JV070324	301450	GALLS, LLC		Shirt for patrol	\$599.82	\$0.00
JV070324	301451	GENERAL ONE TIME PAY	Brett T. Schaefer	Nashaya Decoteau Restitution M	\$125.00	\$0.00
JV070324	301452	GENERAL ONE TIME PAY	Carol Vannett	RHC #17106 (2) cemetery lot ba	\$450.00	\$0.00
JV070324	301453	GENERAL ONE TIME PAY	Catherine Ann Szabo	Christina Crisostomo Restituti	\$17.73	\$0.00
JV070324	301454	GENERAL ONE TIME PAY	Jennifer Demshur Baker	Chase Toulou Restitution MI-20	\$25.00	\$0.00
JV070324	301455	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steier Restitution MI-20	\$25.00	\$0.00
JV070324	301456	GENERAL ONE TIME PAY	Lauvan Mackay	Asher Culver Restitution MI-20	\$5.00	\$0.00
JV070324	301457	GENERAL ONE TIME PAY	Marla Ann Zietz	Thomas Chaffin Restitution MI-	\$10.00	\$0.00
JV070324	301458	GENERAL ONE TIME PAY	Menards, Inc.	Jimmy Mote Restitution MI-2022	\$40.00	\$0.00
JV070324	301459	GENERAL ONE TIME PAY	Michaela Lynn Young	Richard Graham Restitution MI-	\$50.00	\$0.00
JV070324	301460	GENERAL ONE TIME PAY	North Dakota Child Support	Cornelius Young Restitution MI	\$20.00	\$0.00
JV070324	301461	GENERAL ONE TIME PAY	Patrick Schroeder	Shaila Soiseth Restitution MI-	\$50.00	\$0.00
JV070324	301462	GENERAL ONE TIME PAY	Roosevelt Park Zoo/ Minot Park District	Room Rental 5/29/2024	\$175.00	\$0.00
JV070324	301463	GENERAL TRADING		013; 1/4" QUICK LINK	\$34.94	\$0.00
JV070324	301464	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$1,225.92	\$0.00
JV070324	301465	GMRI, INC.		Puppy Dog Coulee Easement Comp	\$1,088.16	\$0.00
JV070324	301466	GOETTLE LAW, PLLC		July 2024 Retainer	\$3,500.00	\$0.00
JV070324	301468	GUARDIAN FLEET SAFETY		P9 P12 P16 Repair & Radar Unit	\$456.47	\$0.00
JV070324	301469	HAWKINS, INC.		fluoride	\$31,798.28	\$0.00
JV070324	301470	HOUSTON ENGINEERING, INC.		4618 - LOW HEAD DAM REMEDIATIO	\$3,549.18	\$0.00

JV070324	301471	HUBER SPRINKLER SERVICE	sprinkler repair	\$158.39	\$0.00
JV070324	301472	ICMA	ICMA MEMBERSHIP FEE- HAROLD ST	\$1,200.00	\$0.00
JV070324	301473	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	City manager pension	\$631.40	\$0.00
JV070324	301474	INTERSTATE ENGINEERING, INC.	IFE Taxiway C/C3 Rehab	\$4,900.00	\$0.00
JV070324	301475	JASPER ENGINEERING & EQUIPMENT COMPANY	Bearing Assembly Repair	\$5,815.00	\$0.00
JV070324	301467	JOHN DEERE FINANCIAL	BLADE; MOWER BLADE	\$56.61	\$0.00
JV070324	301476	KELLER PAVING AND LANDSCAPING	4713 - 2023 SIDEWALK CURB & GU	\$3,015.00	\$0.00
JV070324	301477	KIWANIS CLUB OF MINOT	Kiwanis Q3 Membership Fee	\$300.00	\$0.00
JV070324	301478	LANGUAGE LINE SERVICES	Dispatch Interpretation Servic	\$32.54	\$0.00
JV070324	301479	LEXIPOL, LLC	Lexipol Contract	\$12,420.63	\$0.00
JV070324	301480	M&T FIRE AND SAFETY, INC.	Fire Hose	\$2,790.00	\$0.00
JV070324	301481	M-B COMPANIES, INC	Unit 311A - MB H2000 (snowblow	\$1,966.99	\$0.00
JV070324	301482	MAIN ELECTRIC CONSTRUCTION	Replaced light fixtures in lob	\$1,979.47	\$0.00
JV070324	301483	MARCO, INC.	Marco Copier Maintenance INV 1	\$211.75	\$0.00
JV070324	301484	MENARDS	Drill Bits, Washers, Concrete	\$25.85	\$0.00
JV070324	301485	MIDWEST TAPE	Kid's DVDs	\$5,334.20	\$0.00
JV070324	301486	MIMG CCXXXI PLAZA SUB LLC	Puppy Dog Coulee Easement Comp	\$2,395.86	\$0.00
JV070324	301487	MINOT AUTO	--; SHOP SUPPLIES, FREIGHT	\$891.23	\$0.00
JV070324	301488	MINOT COMMISSION ON AGING	COMMISSION ON AGING SERVICE AG	\$12,875.00	\$0.00
JV070324	301489	MINOT DAILY NEWS	HOUSEHOLD HAZARDOUS AD	\$738.00	\$0.00
JV070324	301490	MINOT EMPLOYEE DONATIONS	Minot Employee Donations	\$815.82	\$0.00
JV070324	301491	MINOT PARK DISTRICT	June 2024 State Aid to Park	\$59,751.90	\$0.00
JV070324	301492	MOWBRAY & SONS	PLUMBING	\$272.50	\$0.00
JV070324	301493	MTI DISTRIBUTING CO.	spindle assembly for right sid	\$495.00	\$0.00
JV070324	301494	NAPA AUTO PARTS	HITCH; CLASS IV TRAILER HITCH	\$2,193.40	\$0.00
JV070324	301495	ND DEPT OF WATER RESOURCES	JUNE 2024 WATER FROM NAWS	\$62,937.24	\$0.00
JV070324	301496	ND FRATERNAL ORDER OF POLICE	Police Union Due's/ Legal Defe	\$702.00	\$0.00
JV070324	301497	ND ONE CALL, INC.	JUN 2024 LOCATE TICKETS	\$1,856.85	\$0.00
JV070324	301498	NDAAO	WATER, 2024 NDAAO CONFERENCE REGISTRA	\$1,125.00	\$0.00
JV070324	301499	NDFPA	Registration for NDFPA Seminar	\$525.00	\$0.00
JV070324	301500	NEWMAN TRAFFIC SIGNS	Spacers for st markers	\$330.13	\$0.00
JV070324	301501	NORTHERN PLAINS EQUIPMENT CO., INC.	TENSIONER; TENSIONER	\$466.29	\$0.00
JV070324	301502	NORTHERN TESTING	Controlled Substance Testing	\$845.00	\$0.00
JV070324	301503	NORTHWEST TIRE AND RETREAD	TOYO M154	\$5,876.93	\$0.00
JV070324	301504	NYBAKKEN BODY SHOP	P9 repair	\$8,502.76	\$0.00
JV070324	301505	O'DAY EQUIP., INC.	Master Seal Service	\$45,014.49	\$0.00
JV070324	301506	OFFICE FURNITURE RESOURCES	Office Furniture	\$3,795.00	\$0.00
JV070324	301507	OLSON'S TOWING	PD TOWING CONTRACT	\$2,486.50	\$0.00

JV070324	301508	OSHKOSH AEROTECH, LLC		Jet bridge 3 vertical motors r	\$7,690.26	\$0.00
JV070324	301443	PARKLAND USA CORPORATION		Unleaded & Diesel Fuel	\$52,039.00	\$0.00
JV070324	301509	PEARSON CHIROPRACTIC, PLLC		Puppy Dog Coulee Easement Comp	\$6,401.64	\$0.00
JV070324	301510	PITNER, JOHN & IRENE		FI-9 FACADE IMPROVEMENT	\$100,000.00	\$0.00
JV070324	301511	PRINGLE & HERIGSTAD, P.C.		Eden Howery Crt App Att Fee MI	\$1,605.00	\$0.00
JV070324	301512	PROCOLLECT		Collection Fees	\$830.53	\$0.00
JV070324	301513	PROTECH INTEGRATIONS, LLC		Monthly fire alarm fee Broadwa	\$353.00	\$0.00
JV070324	301514	R & R REALTY, LLC		Puppy Dog Coulee Easement Comp	\$9,103.54	\$0.00
JV070324	301515	RAPID FIRE PROTECTION, INC.		ANNUAL SPRINKLER/BACKFLOW INSP	\$1,585.00	\$0.00
JV070324	301516	RDP TECHNOLOGIES, INC		Pinch Valve Sleeves	\$4,484.00	\$0.00
JV070324	301517	REFUND ONE TIME PAY	ARSENAULT, MARCEL	UB 78808 309 40TH	\$106.22	\$0.00
JV070324	301518	REFUND ONE TIME PAY	ARSENAULT, MARCEL	UB 88054 309 40TH	\$93.39	\$0.00
JV070324	301519	REFUND ONE TIME PAY	BURGESS, KRISTI	GB Customer ID 3584 Bill #1658	\$50.00	\$0.00
JV070324	301520	REFUND ONE TIME PAY	KNORR, JACY	UB 14344 1209 4TH	\$8.10	\$0.00
JV070324	301521	REFUND ONE TIME PAY	MARKLEY, CLAYTON	UB 87138 2951 8TH	\$23.15	\$0.00
JV070324	301522	REFUND ONE TIME PAY	RISH, DWIGHT	UB 21240 1531 MAIN	\$5.25	\$0.00
JV070324	301523	REFUND ONE TIME PAY	WHITE, CHANTE	UB 86030 33 MULBERRY	\$11.55	\$0.00
JV070324	301524	ROLAC CONTRACTING		4741-TRANSIT TRANSFER CENTER	\$28,836.00	\$0.00
JV070324	301525	ROLLKALL TECHNOLOGIES LLC		Subscription to RollKall	\$22.00	\$0.00
JV070324	301526	RON'S TRANSMISSION		HOSE ASSEMBLY; STAINLESS BRAID	\$205.00	\$0.00
JV070324	301527	SANITATION PRODUCTS		COIL; A/C CONDENSOR	\$2,374.99	\$0.00
JV070324	301528	SERTOMA CLUB OF MINOT		Sertoma Quarter 3 2024 dues	\$125.00	\$0.00
JV070324	301529	SHORT ELLIOTT HENDRICKSON, INC		RUNWAY/TAXIWAY REALIGN (TEMP)	\$208,440.72	\$0.00
JV070324	301530	SOURIS BASIN PLANNING COUNCIL		SBPC SERVICE AGREEMENT 2024	\$1,666.00	\$0.00
JV070324	301531	SOURIS RIVER JOINT WATER RESOURCE		JUNE SRJB INVOICE	\$34,492.20	\$0.00
JV070324	301532	SPRINKLERS PLUS, LLC		Sprinkler repair	\$110.00	\$0.00
JV070324	301533	SWANSON FLO CO		Declutch, Main Board, Seal Kit	\$2,514.21	\$0.00
JV070324	301534	SWANSTON EQUIPMENT COMPANIES		BELT; ELEVATOR BELT	\$9,084.07	\$0.00
JV070324	301535	THOMSON REUTERS-WEST PAYMENT CENTER		Online/Software Sub	\$387.00	\$0.00
JV070324	301536	TRAFFIC CONTROL CORPORATION		Centracs - 37th Ave SW and 23r	\$2,320.00	\$0.00
JV070324	301537	TYLER TECHNOLOGIES, INC.		Tyler ERP Annual Software Main	\$105,444.54	\$0.00
JV070324	301538	UNIFORM CENTER		Retirement Badge - Burns	\$134.00	\$0.00
JV070324	301539	UNITED MAILING SERVICE		POSTAGE AND SHIPPING	\$261.83	\$0.00
JV070324	301540	USA BLUE BOOK		Blue White Flow Meter	\$281.90	\$0.00
JV070324	301541	VISIT MINOT		June 2024 Motor Vehicle Tax	\$32,111.34	\$0.00
JV070324	301542	WAGNER CONSTRUCTION		4241.1 - CELL 7 CONSTRUCTION	\$171,066.56	\$0.00

	JV070324	301543	WALLWORK TRUCK CENTER MINOT	CLAMP-EXHAUST; V-BAND CLAMP	\$39.50	\$0.00
	JV070324	301544	WASTEQUIP LLC	20 Yard Roll off tank	\$7,335.00	\$0.00
	JV070324	301545	WESTLIE TRUCK CENTER	Shipping Charges for Turbo for	\$6,488.13	\$0.00
	JV070324	301546	ZOEFTIG LTD	FURNITURE UPHOLSTREY MATERIAL	\$1,109.00	\$0.00
07/05/2024	ACH70524	100006004	U.S. ARMY CORPS OF ENGINEERS	USACE ACH 07.05.2024	\$24,160.00	\$0.00
07/08/2024	EM070524	100006005	EMPOWER TRUST COMPANY, LLC	Empower Retirement 07/05/2024	\$31,221.92	\$0.00
07/10/2024	DC070524	100006009	ND PUBLIC EMPLOYEES	Def Comp 07.05.2024	\$13,637.10	\$0.00
07/15/2024	PM071524	100006099	RETIREMENT SYSTEM MINOT PARK DISTRICT	Park Mass 07.12.2024	\$1,413.74	\$0.00
07/18/2024	UM071824	100006068	JOB SERVICES OF NORTH DAKOTA	Unemployment Insurance Payment	\$1,356.04	\$0.00
07/19/2024	JO071924	301547	1 CALL SEPTIC SERVICES, INC	Recycling Transport	\$12,340.90	\$0.00
	JO071924	301548	3D SPECIALTIES, INC	installation of (3)Type 3 barr	\$894.88	\$0.00
	JO071924	301549	48 NORTH CONCRETE CONSTRUCTION INC	Concrete	\$73,080.00	\$0.00
	JO071924	301550	AAAE	ANTN DIGICAST SUBSCRIPTION	\$165.00	\$0.00
	JO071924	301551	ABSOLUTE COMFORT, INC.	1901 S BROADWAY, BLDG A, SOUTH	\$862.50	\$0.00
	JO071924	301552	ACKERMAN ESTVOLD	4087 - PUPPY DOG COULEE SSD #1	\$4,370.00	\$0.00
	JO071924	301553	ACME TOOLS	AIR AND PREFILTER KIT	\$160.71	\$0.00
	ADP0724	100006091	ADP, INC	ADP Payroll Services for June	\$15,479.84	\$0.00
	JO071924	301554	ADVANCED FIRST AID, INC.	EDGE SYSTEM QUICK COMBO READY	\$71.08	\$0.00
	JO071924	301555	AMERICAN WELDING & GAS, INC.	--; SHOP SUPPLIES	\$9,745.63	\$0.00
	JO071924	301556	APEX ENGINEERING GROUP	4577 - BEL AIR/WASHINGTON SAF	\$217,057.87	\$0.00
	JO071924	301557	AQUA-PURE, INC.	Phosphate	\$4,300.00	\$0.00
	JO071924	301558	ASPHALT PRESERVATION COMPANY, INC	4803 - 2024 STREET SEAL	\$417,448.26	\$0.00
	JO071924	301559	AUTO ZONE 6843	SPRING; WALL MOUNT SPRING COMP	\$1,199.99	\$0.00
	JO071924	301560	BAKER & TAYLOR BOOKS	Books	\$3,578.34	\$0.00
	JO071924	301561	BAYCOM, INC.	Havis Docking Station for Car	\$843.00	\$0.00
	JO071924	301562	BECHTOLD PAVING	28.96 Tons Hot Mix Asphalt	\$22,383.50	\$0.00
	JO071924	301563	BERT'S TRUCK EQUIPMENT INC	Dump box	\$27,860.00	\$0.00
	JO071924	301564	BUTLER MACHINERY CO.	Duplicate Payment	\$2,205.92	\$0.00
	JO071924	301565	CAROLINA SOFTWARE	WasteWorks Software Support- 3	\$475.00	\$0.00
	JO071924	301566	CATERPILLAR FINANCIAL SERVICES	2021 CATERPILLAR 627K WHEEL SC	\$125,190.62	\$0.00
	JO071924	301567	CDM SMITH	CDM SMITH CONTRACT - NDR	\$74,260.50	\$0.00
	JO071924	301568	CENTRAL TRENCHING, INC.	Wipers, u-seal, o-rings, backu	\$776.93	\$0.00
	JO071924	301569	CLEAN HARBORS ENV. SERVICES	Household Hazardous Waste Even	\$45,665.50	\$0.00
	JO071924	301570	COOKIES FOR YOU	OFFICE SPACE - COOKIES FOR YOU	\$900.00	\$0.00
	JO071924	301571	DACOTAH PAPER CO.	COPY PAPER	\$95.14	\$0.00
	JO071924	301572	DAKOTA FIRE EXTINGUISHER	AED Battery Replacement - PD	\$510.23	\$0.00
	JO071924	301573	DAKOTA FLUID POWER, INC.	HOSE; HYDRAULIC HOSE	\$591.46	\$0.00
	JO071924	301574	DAKOTA TRUCK & FARM	WATER SENSOR	\$257.10	\$0.00

JO071924	301575	DECOMM VENTURES, LP		MOT TASK ORDER #1 - MISC CONSU	\$3,450.00	\$0.00
JO071924	301576	DL BARKIE CONSTRUCTION, INC.		Levee Weed Spray Rip Rap	\$21,075.00	\$0.00
JO071924	301577	ECOLAB PEST ELIMINATION DIVISION		Pest Control	\$815.26	\$0.00
JO071924	301578	EICKHOF		Mahogany Replacement Front	\$162.00	\$0.00
JO071924	301579	COLUMBARIA, INC. ELDORADO NATIONAL - CALIFORNIA		DRAG LINK; DRAG LINK--; FREIGH	\$3,225.84	\$0.00
JO071924	301580	ELECTRO WATCHMAN, INC.		FIRE PANEL/SYSTEM MONITORING/M	\$2,066.52	\$0.00
JO071924	301581	EMPLOYEE ONE TIME PAY	Aaron Peterson	Hazmat IQ Class	\$47.20	\$0.00
JO071924	301582	EMPLOYEE ONE TIME PAY	Andrew Tancabel	Hazmat IQ Class	\$47.20	\$0.00
JO071924	301583	EMPLOYEE ONE TIME PAY	Brent Weber	ND Firefighter Convention	\$191.64	\$0.00
JO071924	301584	EMPLOYEE ONE TIME PAY	Brent Weber	Hazmat IQ Class	\$47.20	\$0.00
JO071924	301585	EMPLOYEE ONE TIME PAY	Elizabeth Sorenson	NENA conference- Elizabeth Sor	\$285.90	\$0.00
JO071924	301586	EMPLOYEE ONE TIME PAY	Jameson Hayden	Hazmat IQ Class	\$47.20	\$0.00
JO071924	301587	EMPLOYEE ONE TIME PAY	Josh Olson	Hazmat IQ Class	\$47.20	\$0.00
JO071924	301588	EMPLOYEE ONE TIME PAY	Nicole Ramos	Attended 2024 ASFPM Conference	\$205.59	\$0.00
JO071924	301589	EMPLOYEE ONE TIME PAY	Randi Grabow	Reimbursement to Randi for pla	\$13.98	\$0.00
EM071924	100006069	EMPOWER TRUST COMPANY, LLC		Empower Retirement 07/19/2024	\$31,322.10	\$0.00
JO071924	301590	ENERBASE		DIESEL	\$9,853.36	\$0.00
JO071924	301591	ENVIRONMENTAL PRODUCTS & ACCESS		tiger tails and leader hoses	\$686.93	\$0.00
JO071924	301592	FACTORY MOTOR PARTS		007; GROUP 24 BATTERY, CORE	\$724.97	\$0.00
JO071924	301594	FERGUSON		Air-Mizer Kit	\$2,366.92	\$0.00
JO071924	301595	ENTERPRISES, INC. FERGUSON		tapping tool parts	\$1,009.38	\$0.00
JO071924	301596	WATERWORKS #2516 FIRST DISTRICT HEALTH UNIT		FIRST DISTRICT HEALTH UNIT SER	\$26,500.00	\$0.00
JO071924	301597	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$737.00	\$0.00
JO071924	301598	FLEETMIND SOLUTIONS, INC.		July Fleetmind Software Agreem	\$2,120.01	\$0.00
JO071924	301599	GALE		Large Print Books	\$24.79	\$0.00
JO071924	301600	GALLS, LLC		pants for aco	\$418.53	\$0.00
JO071924	301601	GEFROH ELECTRIC		Wiring in replacement boiler f	\$711.50	\$0.00
JO071924	301602	GENERAL ONE TIME PAY	Absolute Comfort	Refund for Overpayment on Perm	\$32.27	\$0.00
JO071924	301603	GENERAL ONE TIME PAY	Broadway Liquor	Elegance Hiller Restitution MI	\$33.93	\$0.00
JO071924	301604	GENERAL ONE TIME PAY	Cashwise	Mark Lisburg Restitution MI-20	\$13.00	\$0.00
JO071924	301605	GENERAL ONE TIME PAY	Enerbase	Kamryn Hoffer Restitution MI-2	\$100.00	\$0.00
JO071924	301606	GENERAL ONE TIME PAY	Heidi Squyers and Thomas Crawford	Squyers Final moving payment	\$1,350.00	\$0.00
JO071924	301607	GENERAL ONE TIME PAY	Heidi Squyers and Thomas Crawford	Squyers Rental Assistance	\$970.20	\$0.00
JO071924	301608	GENERAL ONE TIME PAY	Jessica Schermbeck	Schermbeck Final Moving Claim	\$200.00	\$0.00

JO071924	301609	GENERAL ONE TIME PAY	JoAnn Linrud	RHC #19272 cemetery lot back t	\$295.00	\$0.00
JO071924	301610	GENERAL ONE TIME PAY	Kendra Pigeon	Overpayment on fine Kendra Pig	\$20.00	\$0.00
JO071924	301611	GENERAL ONE TIME PAY	Malachai Rickman	RC-1014 Rickman Moving Claim	\$1,150.00	\$0.00
JO071924	301612	GENERAL ONE TIME PAY	Minot Park District	Stephen Brewer Restitution MI-	\$26.20	\$0.00
JO071924	301613	GENERAL ONE TIME PAY	Napa Valley Development LLP	Payment of hook up fee Napa Va	\$7,083.42	\$0.00
JO071924	301614	GENERAL ONE TIME PAY	North Dakota State Fair Parade	Vehicles added for State Parad	\$50.00	\$0.00
JO071924	301615	GENERAL ONE TIME PAY	Rodney B. Neuhalphen	Justin Hoiland Restitution MI-	\$50.00	\$0.00
JO071924	301616	GENERAL ONE TIME PAY	Roland Elker	REPAIR BROKEN SPRINKLER HEAD D	\$120.00	\$0.00
JO071924	301617	GENERAL ONE TIME PAY	Teresa Hunt	Alexander Pittenger Restitutio	\$25.00	\$0.00
JO071924	301618	GENERAL ONE TIME PAY	U.S Postal Service	Logan Cassell Restitution MI-2	\$100.00	\$0.00
JO071924	301619	GENERAL TRADING		BIT; NITRO CRYOGENE 27/64" DRI	\$54.71	\$0.00
JO071924	301622	GRANICUS		4423 - ENTERPRISE PLUS ANNUAL	\$11,750.31	\$0.00
JO071924	301623	GRANITE SPRINGS CO.		Distilled water for the lab	\$72.40	\$0.00
JO071924	301624	GRAPHICS LETTERING & TRIM		Lettering on Bikes for Bike Pa	\$180.00	\$0.00
JO071924	301625	GRAYMONT WESTERN US INC.		Lime	\$107,973.60	\$0.00
JO071924	301626	H.A. THOMPSON & SONS, INC.		Boiler repair	\$495.00	\$0.00
JO071924	301627	HANSON'S EXCAVATING		4831 - 2024-2025 NUISANCE ABAT	\$3,507.07	\$0.00
JO071924	301628	HAWKINS, INC.		Calcium Nitrate	\$18,955.90	\$0.00
JO071924	301629	HIGH POINT NETWORKS, LLC		eSaaS, ESSM and M365 backup (J	\$2,933.90	\$0.00
JO071924	301630	HOUSTON ENGINEERING, INC.		UTILITY RATE MODEL DEVELOPMENT	\$47,301.16	\$0.00
JO071924	301631	IHEARTMEDIA		RADIO ADVERTISING	\$3,780.00	\$0.00
JO071924	301632	INFORMATION TECHNOLOGY DEPARTMENT		VPN/MFA/STATE NET FIBER JUNE 2	\$3,182.55	\$0.00
JO071924	301633	INTERNATIONAL CITY MANAGEMENT		City manager pension	\$624.56	\$0.00
JO071924	301634	ASSOCIATION RET. INTERSTATE BATTERY SYSTEM		007; 4D LTG POST BATTERY, COR	\$1,194.70	\$0.00
JO071924	301620	JOHN DEERE FINANCIAL		TUBE	\$1,873.73	\$0.00
JO071924	301635	JOHNSON CONTROLS FIRE PROTECTION		FIRE PANEL PROGRAMMING	\$1,038.00	\$0.00
JO071924	301636	KELLER PAVING AND LANDSCAPING		4805 - 2024 STREET PATCHING	\$105,684.86	\$0.00
JO071924	301637	KEVINS AUTO BODY		Paint Dump Box	\$2,660.00	\$0.00
JO071924	301638	LANGUAGE LINE SERVICES		Dispatch Interpretation Servic	\$82.72	\$0.00
JO071924	301639	LINDE GAS & EQUIPMENT INC		--; SHOP SUPPLIES	\$301.07	\$0.00
JO071924	301641	MATTSON CONSTRUCTION		BROADWAY CIRCLE - MATTSON CONS	\$123,374.00	\$0.00
JO071924	301642	MIDSTATES WIRELESS, INC.		Repair Radio at Station #3	\$222.50	\$0.00
JO071924	301643	MILLER LAW OFFICE, P.C.		Scott Johnson Crt App Att Fee	\$1,057.50	\$0.00
JO071924	301640	MINOT AREA CHAMBER EDC		MACEDC SERVICE AGREEMENT 2024	\$46,637.50	\$0.00

JO071924	301644	MINOT AREA COUNCIL OF THE ARTS, INC		MINOT AREA COUNCIL OF THE ARTS	\$3,333.33	\$0.00
JO071924	301645	MINOT AUTO		LUBRICANT; SYNTH BRAKE LUBE	\$211.61	\$0.00
JO071924	301646	MINOT DAILY NEWS		CCR Affidavit of publishing	\$683.52	\$0.00
JO071924	301647	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$824.72	\$0.00
JO071924	301648	MINOT PAVING		Valley Gutter Maintenance 1st	\$10,978.00	\$0.00
JO071924	301649	MINOT PLUMBING & HEATING CO, INC.		Boiler Replacement - Bus Wash	\$17,011.00	\$0.00
JO071924	301650	MINOT RESTAURANT SUPPLY		TABLE CLOTHS FOR EMPLOYEE APPR	\$39.90	\$0.00
JO071924	301651	MOBILE MINI		MOBILE MINI STORAGE CONTAINERS	\$825.20	\$0.00
JO071924	301652	MOTOROLA		RADIO FOR NEW ARFF TRUCK	\$2,406.60	\$0.00
JO071924	301653	MVTL LABORATORIES		Lab result from MVTL for SWPPP	\$274.00	\$0.00
JO071924	301654	NAPA AUTO PARTS		12 GUAGE TRAILER WIRE	\$3,609.87	\$0.00
JO071924	301655	ND DEPT OF ENVIRONMENTAL QUALITY		Annual Landfill Permit Fee	\$1,135.00	\$0.00
JO071924	301656	ND DEPT OF TRANSPORTATION		4667 - EDISON SRTS TAU-4-989 (	\$151,605.41	\$0.00
JO071924	301657	ND DEPT OF WATER RESOURCES		HSPS ELECTRICITY USAGE MAY 202	\$24,987.79	\$0.00
JO071924	301658	ND FRATERNAL ORDER OF POLICE		Police Union Due's/ Legal Defe	\$688.50	\$0.00
JO071924	301662	ND SOLID WASTE & RECYCLING ASSOCIAT		NDSWRA Membership Renewal	\$175.00	\$0.00
JO071924	301659	ND WATER COALITION		ND WATER COALITION 2024 DUES F	\$1,000.00	\$0.00
JO071924	301660	ND WATER USERS ASSN.		2024 JOINT SUMMER WATER MEETIN	\$105.00	\$0.00
JO071924	301661	NDDEQ		State Lab Tests	\$113.60	\$0.00
JO071924	301663	NEWARK ELECTRONICS		CONNECTOR; 31 PIN DEUTSCH CONN	\$136.91	\$0.00
JO071924	301664	NORTH COUNTRY SPORTSWEAR		UNIFORMS	\$264.69	\$0.00
BW071924	124	NORTH DAKOTA GUARANTY & TITLE		Kemper Addition, Lot 5 Bank Wi	\$904,388.78	\$0.00
BW071924	125	NORTH DAKOTA GUARANTY & TITLE		Kemper Addition, Lot 5 Bank Wi	\$5.00	\$0.00
JO071924	301665	NORTHERN TESTING		Drug Test Panel 30C7, DOT, Bre	\$785.00	\$0.00
JO071924	301666	NORTHWEST TIRE AND RETREAD		TIRE	\$5,252.58	\$0.00
JO071924	301667	O'REILLY AUTO PARTS		CLEANER; BRAKE CLEAN	\$96.84	\$0.00
JO071924	301593	PARKLAND USA CORPORATION		008; 15-40W CS 1" = 9.4 LP 1"=	\$2,102.16	\$0.00
JO071924	301668	PERFORMANCE REPAIR LLC		HYDRAULIC FILTER KIT, FREIGHT	\$90.81	\$0.00
JO071924	301669	PLAINS AG, INC.		SEPARATOR; FUEL FILTER ASSEMBL	\$259.83	\$0.00
JO071924	301670	POST CONSTRUCTION COMPANY		4798 - 2024 WATERMAIN REPLACEM	\$600,040.35	\$0.00
JO071924	301671	PRAIRIE SUPPLY		--; SHOP SUPPLIES	\$156.00	\$0.00
JO071924	301672	PROCOLLECT		JUNE 24 UB PROCOLLECT	\$330.89	\$0.00
JO071924	301673	PROJECT BEE		REFUND RAFFLE PERMIT FEE	\$25.00	\$0.00
JO071924	301674	PROTECH INTEGRATIONS, LLC		PRO TECH INTEGRATIONS LLC - SE	\$50.00	\$0.00
JO071924	301675	PROVIDENT LIFE & ACC INS CO		PROVIDENT LIFE-AUGUST 2024 PAY	\$950.97	\$0.00
JO071924	301676	RDO EQUIPMENT		001; HYDRAULIC FILTER	\$272,881.60	\$0.00
JO071924	301677	REFUND ONE TIME PAY	1ST MINOT MANAGEMENT	UB 4026 510 4TH	\$52.65	\$0.00
JO071924	301678	REFUND ONE TIME PAY	BOUCHER, DAVID	UB 79412 3312 SEDONA	\$16.59	\$0.00

	JO071924	301679	REFUND ONE TIME PAY	MERCK, MASON	UB 6920 106 20TH	\$19.33	\$0.00
	JO071924	301680	REFUND ONE TIME PAY	MORSETTE, LESLIE	UB 85402 3355 7TH	\$36.27	\$0.00
	JO071924	301681	REFUND ONE TIME PAY	OMAR, JAYDE	UB 81648 1344 35TH	\$15.04	\$0.00
	JO071924	301682	REFUND ONE TIME PAY	OWHONDA, COURAGE	UB 96222 1118 27TH	\$25.49	\$0.00
	JO071924	301683	REFUND ONE TIME PAY	RUSSO, ANTHONY	UB 9708 400 16TH	\$17.21	\$0.00
	JO071924	301684	RINKER MATERIALS		(47) 8' Sticks 15" RCP Pipe	\$10,211.00	\$0.00
	JO071924	301685	ROLAC CONTRACTING		4741-TRANSIT TRANSFER CENTER	\$230,877.00	\$0.00
	JO071924	301686	SALLY FAYE JOHNSON		TEMPORARY EASEMENT	\$300.00	\$0.00
	JO071924	301687	SANITATION PRODUCTS		COVER; CORNER COVER LABRIE PRO	\$6,877.62	\$0.00
	JO071924	301688	SCUBA ONE INC		Open Water Dive Class	\$2,360.00	\$0.00
	JO071924	301689	SECRETARY OF STATE		Darren Dyke Notary	\$36.00	\$0.00
	JO071924	301690	SHERWIN WILLIAMS		Paint, Paint supplies for Graf	\$114.05	\$0.00
	JO071924	301691	SOLTIS BUSINESS FORMS CO.		Wearing apparel	\$5,723.67	\$0.00
	JO071924	301692	SOURIS RIVER JOINT WATER RESOURCE		3529.05 - MREFPP PHASES WC- 1/B	\$2,106,563.83	\$0.00
	JO071924	301693	SRF CONSULTING GROUP		4781 - SRF CONSULT CP RAIL QUI	\$5,949.40	\$0.00
	JO071924	301694	STRATA CORPORATION		4818 - 2024 SANITARY SEWER REH	\$130,621.19	\$0.00
	JO071924	301695	SUNDRE SAND & GRAVEL, INC.		top soil	\$559.12	\$0.00
	JO071924	301696	SWANSTON EQUIPMENT COMPANIES		Solenoid Valve Return	\$1,743.53	\$0.00
	JO071924	301697	THOMSON REUTERS- WEST PAYMENT CENTER		July 2024 Services	\$387.00	\$0.00
	JO071924	301698	TIMMONS GROUP		4705 - CITYWORKS AND GIS SUPPO	\$4,200.00	\$0.00
	JO071924	301621	TIMOTHY P BROOKS		Helmets (7)	\$3,055.36	\$0.00
	JO071924	301699	TRINITY HEALTH		June 2024 Trinity Health ER Ro	\$1,362.71	\$0.00
	JO071924	301700	TRUCK & EQUIPMENT SALES & SERVICE INC		EXPANSION CAP	\$34.59	\$0.00
	JO071924	301701	UNIFORM CENTER		Insulated Pants	\$209.98	\$0.00
	JO071924	301702	UNITED MAILING SERVICE		SHIPPING AND POSTAGE	\$314.30	\$0.00
	JO071924	301703	UNITED STATES TREASURY		Annual Patient Centered Outcom	\$2,846.48	\$0.00
	JO071924	301704	VERIZON CONNECT NWF, INC.		GPS unit Monthly fee	\$264.42	\$0.00
	JO071924	301705	VISIT MINOT WAGNER		LODGING TAXES COLLECTED	\$22,725.34	\$0.00
	JO071924	301706	CONSTRUCTION WARD COUNTY		4656 - 2022 NW WATERMAIN REPLA	\$594,578.06	\$0.00
	JO071924	301707	AUDITOR		April 2024 Inmate Invoice WCDC	\$8,900.00	\$0.00
	JO071924	301708	WESTLIE FORD		CALIPER; CRIGHT FRONT CALIPER	\$2,251.85	\$0.00
	JO071924	301709	WESTLIE TRUCK CENTER		Headlights for Unit #244	\$10,357.84	\$0.00
07/22/2024	DC071924	100006072	ND PUBLIC EMPLOYEES		Def Comp 07.19.2024	\$13,687.10	\$0.00
	SC071924	100006078	RETIREMENT SYSTEM ND PUBLIC EMPLOYEES		Service Credit 07.19.2024	\$218.00	\$0.00
	NDRE0724	100006079	RETIREMENT SYSTEM ND PUBLIC EMPLOYEES		July 2024 ND PERS RETIREMENT	\$184,803.17	\$0.00
	AP186	100006036	RETIREMENT SYSTEM VERENDRYE ELECTRIC		June 2024 Verendrye	\$79,945.59	\$0.00

07/24/2024	UM0724	100006070	UNUM LIFE INSURANCE	JULY PREMIUM (FMLA)	\$893.00	\$0.00
	UM0724	100006071	UNUM LIFE INSURANCE	JULY PREMIUM PAYMENT FOR LTD &	\$28,724.02	\$0.00
07/25/2024	WEX0624	100006023	WEX HEALTH, INC	June 2024 WEX/FSA	\$281.40	\$0.00
07/26/2024	AFLA0724	100006125	AFLAC	July 2024 AFLAC	\$15,607.86	\$0.00
	JO072624	301710	JEROMES COLLISION CENTER	2018 Ezrider Bus Repairs- 2023	\$16,376.90	\$0.00
07/30/2024	JV073024	301711	BECHTOLD PAVING	4802.2 - 2024 STREET IMPROVEME	\$136,545.79	\$0.00

Posting date	Transaction date	Supplier	Amount
6/26/2024	6/24/2024	Menards Minot Nd	17.82
6/26/2024	6/24/2024	Rhi Supply Minot	272.27
6/26/2024	6/24/2024	Officemax/Depot 6513	19.99
6/26/2024	6/24/2024	Menards Minot Nd	69.99
6/26/2024	6/25/2024	Sq *casa Jalisco Authenic	34.73
6/26/2024	6/25/2024	Att	344.58
6/26/2024	6/25/2024	Amzn Mktp Us	39.31
6/26/2024	6/25/2024	Rdoce Min 020107	212.41
6/26/2024	6/25/2024	In *dakota Fire Extinguis	52.88
6/26/2024	6/25/2024	Att	5,266.81
6/26/2024	6/25/2024	Spi*directv Service	164.98
6/26/2024	6/25/2024	Amazon.Com*rg4ai2y31	41.32
6/26/2024	6/25/2024	Amazon Mktpl	37.31
6/26/2024	6/25/2024	Advnt Biote	864.19
6/26/2024	6/25/2024	Att	1,042.64
6/26/2024	6/25/2024	Foxfury Llc	549.99
6/26/2024	6/25/2024	Playstation Network	0.50
6/26/2024	6/25/2024	Tractor-Supply-Co #0130	36.99
6/26/2024	6/25/2024	Att	479.14
6/26/2024	6/25/2024	Acme Tools Minot	199.00
6/26/2024	6/25/2024	At&t Payment	1,036.51
6/26/2024	6/25/2024	Amzn Mktp Us	165.90
6/26/2024	6/25/2024	Att	195.58
6/26/2024	6/25/2024	4imprint, Inc	490.44
6/27/2024	6/14/2024	Dive Rescue International	159.35
6/27/2024	6/17/2024	Ihg Points And Cash Web	85.85
6/27/2024	6/25/2024	Officemax/Depot 6513	13.93
6/27/2024	6/25/2024	American Association O	695.00
6/27/2024	6/25/2024	Menards Minot Nd	39.73
6/27/2024	6/25/2024	Menards Minot Nd	54.41
6/27/2024	6/25/2024	The Computer Store	9.99
6/27/2024	6/25/2024	Exxon Superpumper #32	30.00
6/27/2024	6/25/2024	Fedex276278754675	46.55
6/27/2024	6/25/2024	Menards Minot Nd	67.70
6/27/2024	6/26/2024	Gerdau Ameristeel Minot	291.43
6/27/2024	6/26/2024	Amazon Mktpl	59.11
6/27/2024	6/26/2024	Macs Minot, Nd	17.96
6/27/2024	6/26/2024	Galls	504.59
6/27/2024	6/26/2024	Amazon Mktpl	75.00
6/27/2024	6/26/2024	Government Finance Offic	235.00
6/27/2024	6/26/2024	Sp Sweepscrub.Com	623.32
6/27/2024	6/26/2024	Tv Liquidator	125.00
6/27/2024	6/26/2024	All American Trophies & S	187.50
6/27/2024	6/26/2024	Column Public Notice	271.44
6/27/2024	6/26/2024	Amzn Mktp Us	15.98
6/27/2024	6/26/2024	Amazon Mktpl	14.00
6/27/2024	6/26/2024	Usps.Com Postal Store	222.35
6/27/2024	6/26/2024	Home Of Economy-#4	199.99
6/28/2024	6/25/2024	Odp Bus Sol Llc# 106513	69.99

6/28/2024	6/26/2024	Officemax/Depot 6513	92.97
6/28/2024	6/26/2024	Menards Minot Nd	376.57
6/28/2024	6/26/2024	Napa Parts 0027632	132.98
6/28/2024	6/26/2024	Menards Minot Nd	22.68
6/28/2024	6/26/2024	Menards Minot Nd	33.65
6/28/2024	6/26/2024	Menards Minot Nd	53.75
6/28/2024	6/26/2024	Material Testing Services	1,075.00
6/28/2024	6/27/2024	Home Of Economy-#4	35.88
6/28/2024	6/27/2024	Government Finance Office	610.00
6/28/2024	6/27/2024	Att	89.18
6/28/2024	6/27/2024	Minot Plumbing & Heating	495.00
6/28/2024	6/27/2024	Gooseneck Implement	37.17
6/28/2024	6/27/2024	Amazon Mktp	49.98
6/28/2024	6/27/2024	In *book Page	414.00
6/28/2024	6/27/2024	Amzn Mktp Us	14.69
6/28/2024	6/27/2024	Tlo Transunion	303.20
6/28/2024	6/27/2024	Dacotah Paper Co	139.06
6/28/2024	6/27/2024	Factory Motor Parts (93)	200.40
6/28/2024	6/27/2024	Gamestop #3499	74.99
6/28/2024	6/27/2024	The Ups Store 1423	29.11
6/28/2024	6/27/2024	Iacp	1,225.00
7/1/2024	6/27/2024	Menards Minot Nd	216.35
7/1/2024	6/27/2024	Menards Minot Nd	26.00
7/1/2024	6/27/2024	Menards Minot Nd	29.97
7/1/2024	6/27/2024	The Home Depot 3703	239.88
7/1/2024	6/27/2024	Menards Minot Nd	9.58
7/1/2024	6/27/2024	Menards Minot Nd	8.49
7/1/2024	6/27/2024	The Computer Store	202.50
7/1/2024	6/27/2024	North Prairie Rural Wate	113.10
7/1/2024	6/27/2024	Napa Parts 0027632	94.99
7/1/2024	6/27/2024	Main Electric Constructn	2,538.08
7/1/2024	6/27/2024	Main Electric Constructn	402.00
7/1/2024	6/27/2024	Fedex276436525282	47.17
7/1/2024	6/28/2024	Macs Minot, Nd	13.86
7/1/2024	6/28/2024	Enerbase	32.76
7/1/2024	6/28/2024	Fargo Glass And Paint Mi	16.69
7/1/2024	6/28/2024	Column Public Notice	264.42
7/1/2024	6/28/2024	All American Trophies & S	2,847.50
7/1/2024	6/28/2024	Dacotah Paper Co	128.49
7/1/2024	6/28/2024	Dacotah Paper Co	638.31
7/1/2024	6/28/2024	Amazon Ret* 113-664162	135.96
7/1/2024	6/28/2024	Amazon Mktp	15.58
7/1/2024	6/28/2024	Amzn Mktp Us	21.77
7/1/2024	6/28/2024	Amazon.Com*rc26n0px2	457.89
7/1/2024	6/28/2024	Amazon Mktp	12.39
7/1/2024	6/28/2024	Arrowhead Ace	7.32
7/1/2024	6/28/2024	Best Buy 00010637	82.97
7/1/2024	6/28/2024	Column Public Notice	107.64
7/1/2024	6/28/2024	Amazon Mktp	712.88
7/1/2024	6/28/2024	Ferguson Entprs 3094	66.87

7/1/2024	6/28/2024 Menards Minot Nd	15.70
7/1/2024	6/28/2024 Automationdirect.Com	476.00
7/1/2024	6/28/2024 Linde Gas & Equipment Inc	93.05
7/1/2024	6/28/2024 Officemax/Depot 6513	121.99
7/1/2024	6/28/2024 Cdw Govt #sb91140	160.62
7/1/2024	6/29/2024 Www Costco Com	209.57
7/1/2024	6/29/2024 Amazon.Com*r77g10cg0	12.99
7/1/2024	6/29/2024 Nd State Board Of Acco	85.00
7/1/2024	6/29/2024 Arrowhead Ace	9.99
7/1/2024	6/30/2024 Street Crimes	450.00
7/1/2024	6/30/2024 Amzn Mktp Us	28.49
7/2/2024	6/27/2024 Radisson Hotels	482.97
7/2/2024	6/30/2024 Autopay/Dish Ntwk	202.10
7/2/2024	6/30/2024 Menards Minot Nd	39.84
7/2/2024	6/30/2024 Menards Minot Nd	20.14
7/2/2024	7/1/2024 Minnesota Valley Testing	444.00
7/2/2024	7/1/2024 Amzn Mktp Us	8.26
7/2/2024	7/1/2024 Dfc Company Ccp	492.00
7/2/2024	7/1/2024 Amazon Mktp	16.10
7/2/2024	7/1/2024 Amazon.Com*rc9g20ry2	839.00
7/2/2024	7/1/2024 Amazon Mktp	562.41
7/2/2024	7/1/2024 Amazon.Com*r71ae3en0	12.99
7/2/2024	7/1/2024 North Country Sports	82.25
7/2/2024	7/1/2024 Amazon Mktplace Pmts	(319.99)
7/2/2024	7/1/2024 Schocks Safe And Lock Se	75.00
7/2/2024	7/1/2024 Dollar General #19758	5.38
7/2/2024	7/1/2024 Usps Po 3762880701	10.00
7/2/2024	7/1/2024 Vistaprint Corporate Solu	131.82
7/2/2024	7/1/2024 Wilbur Ellis Minot	1,241.40
7/2/2024	7/2/2024 Gih*globalindustrialeq	487.09
7/2/2024	7/2/2024 Und-Career Services	375.00
7/2/2024	7/2/2024 Dmi* Dell K-12/Govt	419.98
7/3/2024	7/1/2024 Menards Minot Nd	226.57
7/3/2024	7/1/2024 The Home Depot #3703	448.00
7/3/2024	7/1/2024 Menards Minot Nd	64.99
7/3/2024	7/1/2024 Menards Minot Nd	145.79
7/3/2024	7/1/2024 Menards Minot Nd	39.87
7/3/2024	7/1/2024 Barnes & Noble #2291	300.00
7/3/2024	7/1/2024 Main Street Books	250.00
7/3/2024	7/1/2024 Nd	265.00
7/3/2024	7/1/2024 Ck Holiday # 06431	165.00
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 Paymentus Corporation	0.63
7/3/2024	7/2/2024 Paymentus Corporation	0.63
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 Paymentus Corporation	0.63
7/3/2024	7/2/2024 Acme Tools Minot	75.98
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 Paymentus Corporation	0.63

7/3/2024	7/2/2024 All American Trophies & S	24.00
7/3/2024	7/2/2024 Transportation Security C	1,000.00
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	50.00
7/3/2024	7/2/2024 Paymentus Corporation	1.25
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 Paymentus Corporation	0.63
7/3/2024	7/2/2024 Amzn Mktp Us	11.89
7/3/2024	7/2/2024 Amazon.Com*r78cg1or1	9.99
7/3/2024	7/2/2024 Surveysparrow	39.00
7/3/2024	7/2/2024 Refuge Medical	8,693.20
7/3/2024	7/2/2024 Paymentus Corporation	0.63
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 Amazon Mktp	77.89
7/3/2024	7/2/2024 Holiday Stations 0383	63.01
7/3/2024	7/2/2024 Amazon Mktp	76.23
7/3/2024	7/2/2024 Column Public Notice	326.82
7/3/2024	7/2/2024 Muus Lumber And Hardware-	200.86
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 Paymentus Corporation	0.63
7/3/2024	7/2/2024 Paymentus Corporation	0.63
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 North Dakota State U	500.00
7/3/2024	7/2/2024 Usps Kiosk 3762889550	15.54
7/3/2024	7/2/2024 Amazon Mktp	79.84
7/3/2024	7/2/2024 Paymentus Corporation	0.63
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	25.00
7/3/2024	7/2/2024 Paymentus Corporation	0.63
7/3/2024	7/2/2024 Schocks Safe And Lock Se	35.00
7/3/2024	7/2/2024 Nd Dept Of Envir Qual	50.00
7/3/2024	7/2/2024 Paymentus Corporation	1.25
7/3/2024	7/3/2024 Dmi* Dell K-12/Govt	1,151.44
7/4/2024	7/2/2024 Delta Air	717.96
7/4/2024	7/2/2024 Menards Minot Nd	93.96
7/4/2024	7/2/2024 Menards Minot Nd	96.08
7/4/2024	7/2/2024 laai	128.00
7/4/2024	7/2/2024 Menards Minot Nd	13.92
7/4/2024	7/2/2024 Tractor-Supply-Co #0130	5.29
7/4/2024	7/2/2024 Menards Minot Nd	17.34
7/4/2024	7/2/2024 Menards Minot Nd	75.99
7/4/2024	7/2/2024 Fedex276556337470	56.13
7/4/2024	7/2/2024 Main Electric Constructn	108.00
7/4/2024	7/2/2024 Network Fleet, Inc.	476.13
7/4/2024	7/3/2024 Batteries Plus #0639	7.47
7/4/2024	7/3/2024 Nd Dept Of Envir Qual	25.00
7/4/2024	7/3/2024 Paymentus Corporation	0.63
7/4/2024	7/3/2024 Enerbase	941.05
7/4/2024	7/3/2024 Northwest Tire #10 Minot	25.00
7/4/2024	7/3/2024 Heiman Fire Equipment	3,905.00
7/4/2024	7/3/2024 Intl Code Council Inc	110.00

7/4/2024	7/3/2024 Amazon Mktp	33.61
7/4/2024	7/3/2024 In *dakota Fire Extinguis	87.94
7/4/2024	7/3/2024 Magic City Car Wash	460.00
7/4/2024	7/3/2024 Glass Doctor	338.70
7/4/2024	7/3/2024 Schocks Safe And Lock Se	25.99
7/4/2024	7/3/2024 Minot Restaurant Supply	92.75
7/4/2024	7/3/2024 Amzn Mktp Us	42.97
7/4/2024	7/3/2024 Amzn Mktp Us	11.90
7/4/2024	7/3/2024 Amzn Mktp Us	49.75
7/4/2024	7/3/2024 Amzn Mktp Us	499.99
7/4/2024	7/3/2024 In *dakota Fire Extinguis	61.94
7/4/2024	7/3/2024 Minnesota Valley Testing	8,011.00
7/4/2024	7/3/2024 Column Public Notice	37.44
7/4/2024	7/3/2024 Nd Dept Of Envir Qual	300.00
7/4/2024	7/3/2024 Paymentus Corporation	7.50
7/4/2024	7/3/2024 Staples Inc	720.57
7/4/2024	7/3/2024 Nite Train Pizza	101.00
7/5/2024	7/3/2024 Hilton Advpurch8002367113	633.47
7/5/2024	7/3/2024 Menards Minot Nd	118.11
7/5/2024	7/3/2024 Officemax/Depot 6513	144.20
7/5/2024	7/3/2024 Menards Minot Nd	89.38
7/5/2024	7/3/2024 Marketplace Foods	175.55
7/5/2024	7/3/2024 Menards Minot Nd	18.66
7/5/2024	7/3/2024 Fedex276654497515	12.25
7/5/2024	7/3/2024 Officemax/Depot 6513	257.98
7/5/2024	7/4/2024 Verizonwrlss	100.47
7/5/2024	7/4/2024 Verizonwrlss	29.25
7/5/2024	7/4/2024 Und-Extended Learning-	285.00
7/5/2024	7/4/2024 Staples Inc	266.49
7/5/2024	7/4/2024 Intl Code Council Inc	285.00
7/8/2024	7/3/2024 Gaylord Palms Rsrt Cc	1,311.06
7/8/2024	7/5/2024 Nd Dept Of Envir Qual	50.00
7/8/2024	7/5/2024 Menards Minot Nd	26.96
7/8/2024	7/5/2024 Paymentus Corporation	1.25
7/8/2024	7/5/2024 Northwest Tire #4 Minot T	290.00
7/8/2024	7/5/2024 Northwest Tire #10 Minot	304.96
7/8/2024	7/5/2024 Nd Dept Of Envir Qual	25.00
7/8/2024	7/5/2024 Paymentus Corporation	0.63
7/8/2024	7/5/2024 The Home Depot #3703	130.03
7/8/2024	7/5/2024 Officemax/Depot 6513	103.99
7/8/2024	7/5/2024 Cenex-Cendak Cooperative	72.46
7/8/2024	7/5/2024 Paymentus Corporation	0.63
7/8/2024	7/5/2024 Nd Dept Of Envir Qual	25.00
7/8/2024	7/5/2024 Amazon Ret* 114-416127	27.70
7/8/2024	7/5/2024 Marketplace Foods S	59.94
7/8/2024	7/5/2024 Tlo Transunion	267.20
7/8/2024	7/5/2024 Home Of Economy-#4	350.54
7/8/2024	7/5/2024 Tractor-Supply-Co #0130	34.99
7/8/2024	7/5/2024 Officemax/Depot 6513	59.99
7/8/2024	7/5/2024 Amazon Mktp	7.83

7/8/2024	7/5/2024 Nd Dept Of Envir Qual	25.00
7/8/2024	7/5/2024 Paymentus Corporation	0.63
7/8/2024	7/5/2024 Grainger	160.95
7/8/2024	7/5/2024 Target 00000851	188.16
7/8/2024	7/6/2024 Menards Minot Nd	4.59
7/8/2024	7/6/2024 Menards Minot Nd	3.49
7/8/2024	7/6/2024 Acme Tools Minot	30.99
7/8/2024	7/6/2024 Uline	328.71
7/8/2024	7/6/2024 Verizonwrlss	71.73
7/8/2024	7/6/2024 Dmi* Dell K-12/Govt	831.02
7/8/2024	7/7/2024 Costco Whse#1380	596.53
7/8/2024	7/7/2024 Wm Supercenter #4569	194.31
7/8/2024	7/7/2024 Scheels	1,109.94
7/9/2024	7/6/2024 Menards Minot Nd	(4.59)
7/9/2024	7/8/2024 Harbor Freight Tools3246	8.99
7/9/2024	7/8/2024 Amazon Mktp	9.96
7/9/2024	7/8/2024 Home Of Economy-#4	84.99
7/9/2024	7/8/2024 Amazon.Com*r71o13rt1	10.79
7/9/2024	7/8/2024 Dollar General #24123	24.73
7/9/2024	7/8/2024 Paymentus Corporation	0.63
7/9/2024	7/8/2024 Enerbase	50.70
7/9/2024	7/8/2024 Nd Dept Of Envir Qual	25.00
7/9/2024	7/8/2024 Srt Communications, Inc	956.66
7/9/2024	7/8/2024 Srt Communications, Inc	573.35
7/9/2024	7/8/2024 Srt Communications, Inc	9,469.66
7/9/2024	7/8/2024 Amazon Mktp	526.52
7/9/2024	7/8/2024 Tractor-Supply-Co #0130	73.98
7/9/2024	7/8/2024 Paymentus Corporation	0.63
7/9/2024	7/8/2024 Nd Dept Of Envir Qual	25.00
7/9/2024	7/8/2024 Nd Dept Of Envir Qual	75.00
7/9/2024	7/8/2024 Paymentus Corporation	1.88
7/9/2024	7/8/2024 Nd Dept Of Envir Qual	25.00
7/9/2024	7/8/2024 Paymentus Corporation	0.63
7/9/2024	7/8/2024 Loves #0849 Outside	35.98
7/9/2024	7/8/2024 Paymentus Corporation	0.63
7/9/2024	7/8/2024 Nd Dept Of Envir Qual	25.00
7/9/2024	7/9/2024 Amazon Mar* 112-507134	125.98
7/9/2024	7/9/2024 Amzn Mktp Us	15.38
7/9/2024	7/9/2024 Williston Herald	249.76
7/9/2024	7/9/2024 Dmi* Dell K-12/Govt	3,366.80
7/10/2024	7/8/2024 Carquest Auto	46.70
7/10/2024	7/8/2024 Rhi Supply Minot	47.85
7/10/2024	7/8/2024 Carquest Auto	5.58
7/10/2024	7/8/2024 Cenex-Express Mart	338.99
7/10/2024	7/8/2024 Demco Inc	539.37
7/10/2024	7/8/2024 Rhi Supply Minot	223.07
7/10/2024	7/8/2024 The Home Depot #3703	150.12
7/10/2024	7/8/2024 Napa Parts 0027632	52.01
7/10/2024	7/8/2024 Butler Machinery Company	86.52
7/10/2024	7/8/2024 Menards Minot Nd	31.55

7/10/2024	7/8/2024 Menards Minot Nd	59.94
7/10/2024	7/8/2024 Exxon Superpumper #32	30.00
7/10/2024	7/8/2024 Hirshfields - 40 - Minot	26.16
7/10/2024	7/9/2024 Batteries Plus #0639	21.95
7/10/2024	7/9/2024 Petco 2605	105.79
7/10/2024	7/9/2024 Delta Air	822.95
7/10/2024	7/9/2024 Delta Air	14.99
7/10/2024	7/9/2024 Niess Impressions	308.00
7/10/2024	7/9/2024 In *bag Llc	300.00
7/10/2024	7/9/2024 Best Buy 00010637	89.98
7/10/2024	7/9/2024 Verizonwrlss	199.91
7/10/2024	7/9/2024 Tmg Business Services	1,592.25
7/10/2024	7/9/2024 Spi*directv Service	152.99
7/10/2024	7/9/2024 In *dakota Fire Extinguis	103.45
7/10/2024	7/9/2024 Amzn Mktp Us	12.55
7/10/2024	7/9/2024 Tst* Prairie Sky Breads	10.35
7/10/2024	7/9/2024 Tst* Prairie Sky Breads	10.35
7/10/2024	7/9/2024	1.98
7/10/2024	7/9/2024 Classmarker.Com	198.00
7/10/2024	7/9/2024 Wilbur Ellis Minot	199.48
7/10/2024	7/9/2024 Fireside Office Solution	952.22
7/10/2024	7/9/2024 Priceln*vacation Pkg	654.80
7/10/2024	7/9/2024 Htl*littlecreekcas	1,333.76
7/10/2024	7/9/2024 Core & Main - Nd002	274.92
7/10/2024	7/9/2024 Dacotah Paper Co	319.12
7/10/2024	7/9/2024 Priority Dispatch Corp	425.00
7/10/2024	7/10/2024 Amzn Mktp Us	81.81
7/11/2024	7/9/2024 Menards Minot Nd	39.42
7/11/2024	7/9/2024 Menards Minot Nd	88.24
7/11/2024	7/9/2024 Simonson Mino	55.83
7/11/2024	7/9/2024 Menards Minot Nd	54.46
7/11/2024	7/9/2024 Main Electric Constructn	323.99
7/11/2024	7/9/2024 Main Electric Constructn	304.00
7/11/2024	7/9/2024 Marketplace Foods S	12.01
7/11/2024	7/9/2024 Butler Machinery Company	272.62
7/11/2024	7/9/2024 Holiday Inn Express	118.24
7/11/2024	7/9/2024 Menards Minot Nd	4.99
7/11/2024	7/9/2024 Menards Minot Nd	97.45
7/11/2024	7/9/2024 Delta Air	797.96
7/11/2024	7/9/2024 Menards Minot Nd	2.49
7/11/2024	7/10/2024 Papa Johns #2981	107.46
7/11/2024	7/10/2024 Petco 2605	53.74
7/11/2024	7/10/2024 Guaranteedlowestprice	214.98
7/11/2024	7/10/2024 4imprint, Inc	7,566.07
7/11/2024	7/10/2024 Pawtree	166.48
7/11/2024	7/10/2024 Best Buy 00010637	25.99
7/11/2024	7/10/2024 Best Buy 00010637	126.98
7/11/2024	7/10/2024 Glass Doctor	328.32
7/11/2024	7/10/2024 Amzn Mktp Us	144.95
7/11/2024	7/10/2024 Hulu 877-8244858 Ca	86.98

7/11/2024	7/10/2024 Amzn Mktp Us	14.98
7/11/2024	7/10/2024 Scheels	22.98
7/11/2024	7/10/2024 Amzn Mktp Us	14.86
7/11/2024	7/10/2024 Und-Extended Learning-	275.00
7/11/2024	7/10/2024 Tractor-Supply-Co #0130	16.98
7/11/2024	7/10/2024 In *kuhlman Psychology &	1,750.00
7/11/2024	7/10/2024 Sq *ole Olsons Towing &	91.00
7/11/2024	7/10/2024 Fedex	22.82
7/11/2024	7/10/2024 Gravel Products Inc.	202.68
7/11/2024	7/10/2024 National Academies Of Eme	55.00
7/11/2024	7/10/2024 Amazon Mktp	53.99
7/11/2024	7/10/2024 Wilbur Ellis Minot	159.20
7/12/2024	7/10/2024 Napa Parts 0027632	136.35
7/12/2024	7/10/2024 United	(518.96)
7/12/2024	7/10/2024 Fedex276850931445	46.85
7/12/2024	7/10/2024 Prairie Supply Inc	150.00
7/12/2024	7/11/2024 Acme Rents Minot	380.00
7/12/2024	7/11/2024 Batteries Plus #0639	8.64
7/12/2024	7/11/2024 Fargo Glass And Paint Mi	240.00
7/12/2024	7/11/2024 All American Trophies & S	528.00
7/12/2024	7/11/2024 Macs Minot, Nd	6.00
7/12/2024	7/11/2024 Magic City Garage Door	423.00
7/12/2024	7/11/2024 Acme Rents Minot	300.00
7/12/2024	7/11/2024 Amazon Mktp	520.14
7/12/2024	7/11/2024 Schocks Safe And Lock Se	51.25
7/12/2024	7/11/2024 Ndrin-Nd Land Records	30.00
7/12/2024	7/11/2024 Core & Main - Nd002	7,623.00
7/12/2024	7/11/2024 Nd Dept Of Envir Qual	25.00
7/12/2024	7/11/2024 Paymentus Corporation	0.63
7/12/2024	7/11/2024 Core & Main - Nd002	2,563.50
7/12/2024	7/11/2024 Column Public Notice	112.32
7/15/2024	7/11/2024 Officemax/Depot 6513	29.99
7/15/2024	7/11/2024 Troy Church Snap On	576.00
7/15/2024	7/11/2024 Carquest Auto	25.98
7/15/2024	7/11/2024 Ac Marriott Nshvl	266.39
7/15/2024	7/11/2024 Menards Minot Nd	11.25
7/15/2024	7/11/2024 The Home Depot #3703	49.98
7/15/2024	7/11/2024 Material Testing Services	1,360.80
7/15/2024	7/11/2024 Material Testing Services	69.30
7/15/2024	7/11/2024 Material Testing Services	1,654.80
7/15/2024	7/12/2024 Officemax/Depot 6513	237.89
7/15/2024	7/12/2024 Menards Minot Nd	24.97
7/15/2024	7/12/2024 Schocks Safe And Lock Se	6.25
7/15/2024	7/12/2024 Thorsrud Supply Co	83.20
7/15/2024	7/12/2024 Acme Tools Minot	87.98
7/15/2024	7/12/2024 Delta Air	35.00
7/15/2024	7/12/2024 Amazon Mktp	55.96
7/15/2024	7/12/2024 Kfyr	4,064.00
7/15/2024	7/12/2024 Vestis Services Llc	252.36
7/15/2024	7/12/2024 Costco Whse#1380	16.04

7/15/2024	7/12/2024 Magic City Garage Door	224.50
7/15/2024	7/12/2024 Adobe *adobe	29.99
7/15/2024	7/12/2024 Amazon Mktpl	35.99
7/15/2024	7/12/2024 Menards Minot Nd	41.95
7/15/2024	7/12/2024 Amazon Mktpl	39.58
7/15/2024	7/12/2024 Alert All Corp	4,440.00
7/15/2024	7/12/2024 Odp Bus Sol Llc # 101090	483.79
7/15/2024	7/12/2024 Grainger	173.01
7/15/2024	7/12/2024 Macs Minot, Nd	56.99
7/15/2024	7/12/2024 Amzn Mktpl Us	504.00
7/15/2024	7/12/2024 Fedex276999672164	12.25
7/15/2024	7/12/2024 Vistaprint Corporate Solu	335.78
7/15/2024	7/12/2024 Carquest Auto	121.14
7/15/2024	7/13/2024 Www.C3sports.Com	881.85
7/15/2024	7/13/2024 Vzwlss*apocc Visb	40.01
7/15/2024	7/13/2024 Ac Marriott Nshvl	60.09
7/15/2024	7/13/2024 Marathon Petro204115	29.39
7/15/2024	7/13/2024 Raceway 960 48009609	10.88
7/15/2024	7/13/2024 The Ups Store 1423	79.13
7/15/2024	7/13/2024 Vzwlss*apocc Visb	3,608.39
7/15/2024	7/13/2024 Chewy.Com	91.03
7/15/2024	7/13/2024 Tfs*fishersci Ecom Hus	165.88
7/15/2024	7/14/2024 Petco.Com 6989	302.94
7/15/2024	7/14/2024 Enterprise Rent-A-Car	133.64
7/15/2024	7/14/2024 Zoom.Us 888-799-9666	15.99
7/15/2024	7/14/2024 Amazon.Com*ry5207982	79.99
7/16/2024	7/14/2024 Holiday Inn Exp Nashvill	167.05
7/16/2024	7/14/2024 Delta Air	35.00
7/16/2024	7/14/2024 Delta Air	95.00
7/16/2024	7/15/2024 Petco 2605	(63.22)
7/16/2024	7/15/2024 Target.Com	48.36
7/16/2024	7/15/2024 Baxter & Bella Llc	178.50
7/16/2024	7/15/2024 Petco 2605	144.73
7/16/2024	7/15/2024 Pp*sabrina's S Creatio	25.63
7/16/2024	7/15/2024 Amzn Mktpl Us	41.39
7/16/2024	7/15/2024 Amzn Mktpl Us	619.40
7/16/2024	7/15/2024 Core & Main - Nd002	1,396.00
7/16/2024	7/15/2024 Core & Main - Nd002	2,361.45
7/16/2024	7/15/2024 Home Of Economy-#4	75.24
7/16/2024	7/15/2024 At&t Payment	91.84
7/16/2024	7/15/2024 Amazon Mktpl	138.93
7/16/2024	7/15/2024 Vzwlss*apocc Visb	440.21
7/16/2024	7/15/2024 All American Trophies & S	38.00
7/16/2024	7/16/2024 Amzn Mktpl Us	(17.09)
7/17/2024	7/15/2024 Rhi Supply Minot	155.68
7/17/2024	7/15/2024 Menards Minot Nd	7.94
7/17/2024	7/15/2024 Menards Minot Nd	499.94
7/17/2024	7/16/2024 Amazon Mktpl	39.77
7/17/2024	7/16/2024 Macs Minot, Nd	17.98
7/17/2024	7/16/2024 Northwest Tire #4 Minot T	1,374.40

7/17/2024	7/16/2024 Home Of Economy-#4	49.46
7/17/2024	7/16/2024 Frontier Precision Inc	520.16
7/17/2024	7/16/2024 Petco 2605	125.73
7/17/2024	7/16/2024 North Country Sports	600.00
7/17/2024	7/16/2024 Amazon.Com*rs37k6pf0	44.97
7/17/2024	7/16/2024 Target 00000851	258.00
7/17/2024	7/16/2024 Schocks Safe And Lock Se	41.90
7/17/2024	7/16/2024 Patrioticbrands.Com	885.52
7/17/2024	7/16/2024 Acme Tools Minot	251.99
7/17/2024	7/16/2024 Column Public Notice	74.88
7/17/2024	7/16/2024 Column Public Notice	121.68
7/17/2024	7/16/2024 Home Of Economy-#4	159.98
7/17/2024	7/16/2024 Cvs/Pharmacy #08611	266.77
7/17/2024	7/16/2024 Oday Equipment Llc	962.85
7/17/2024	7/16/2024 Amazon Mktpl	243.66
7/17/2024	7/16/2024 Amazon.Com*rs10j1lk1	33.29
7/17/2024	7/16/2024 Usabluebook	87.95
7/17/2024	7/16/2024 Amazon Mktpl	56.97
7/17/2024	7/16/2024 At&t Payment	407.68
7/17/2024	7/16/2024 Quadient Leasing Usa P	1,279.23
7/17/2024	7/16/2024 Dollar General #19758	13.95
7/17/2024	7/16/2024 At&t Payment	550.92
7/17/2024	7/16/2024 Column Public Notice	51.48
7/17/2024	7/16/2024 Column Public Notice	34.32
7/17/2024	7/16/2024 Column Public Notice	35.88
7/17/2024	7/17/2024 Dmi* Dell K-12/Govt	419.98
7/17/2024	7/17/2024 Dmi* Dell K-12/Govt	209.99
7/18/2024	7/16/2024 Napa Parts 0027632	13.98
7/18/2024	7/16/2024 Tractor-Supply-Co #0130	179.98
7/18/2024	7/16/2024 Butler Machinery Company	158.62
7/18/2024	7/16/2024 Titan Machinery - Minot	411.20
7/18/2024	7/16/2024 Menards Minot Nd	61.91
7/18/2024	7/16/2024 Menards Minot Nd	95.88
7/18/2024	7/17/2024 Tfs*fishersci Ecom Hus	22.78
7/18/2024	7/17/2024 Nd Dept Of Envir Qual	25.00
7/18/2024	7/17/2024 Paymentus Corporation	0.63
7/18/2024	7/17/2024 Macs Minot, Nd	38.54
7/18/2024	7/17/2024 Precision Roller	272.95
7/18/2024	7/17/2024 Amazon Ret* 113-853318	259.98
7/18/2024	7/17/2024 Amazon.Com*rs7tg10m2	99.93
7/18/2024	7/17/2024 Vzwrlls*apocc Visb	379.85
7/18/2024	7/17/2024 Sq *national Tactical Off	779.00
7/18/2024	7/17/2024 Tfs*fishersci Ecom Hus	39.31
7/18/2024	7/17/2024 Home Of Economy-#4	4,999.99
7/18/2024	7/17/2024 Py *swanson & Warcup, Ltd	138.00
7/18/2024	7/17/2024 Py *swanson & Warcup, Ltd	580.00
7/18/2024	7/17/2024 Py *swanson & Warcup, Ltd	207.00
7/18/2024	7/17/2024 Py *swanson & Warcup, Ltd	72.50
7/18/2024	7/17/2024 Py *swanson & Warcup, Ltd	322.00
7/18/2024	7/17/2024 Core & Main - Nd002	3,900.00

7/18/2024	7/17/2024 Dakota Agronomy Partners	1,944.80
7/18/2024	7/17/2024 Schocks Safe And Lock Se	75.00
7/18/2024	7/17/2024 Sq *ole Olsons Towing &	91.00
7/18/2024	7/17/2024 Jimmy Johns - 1208	81.95
7/18/2024	7/17/2024 Py *swanson & Warcup, Ltd	1,276.00
7/18/2024	7/17/2024 Oreilly 5967	13.98
7/18/2024	7/17/2024 Enerbase	64.15
7/18/2024	7/18/2024 Teex Ecommerce	3,750.00
7/18/2024	7/18/2024 Pitney Bowes Pi	59.90
7/18/2024	7/18/2024 Ohnstad Twichell Pc	2,531.47
7/19/2024	7/16/2024 Trachte Tracrite Ffi	1,023.53
7/19/2024	7/17/2024 Prairie Supply Inc	219.90
7/19/2024	7/17/2024 Menards Minot Nd	80.19
7/19/2024	7/17/2024 United	597.71
7/19/2024	7/17/2024 United	597.71
7/19/2024	7/17/2024 United	597.71
7/19/2024	7/17/2024 The Home Depot #3703	35.94
7/19/2024	7/17/2024 Menards Minot Nd	72.36
7/19/2024	7/17/2024 Officemax/Depot 6513	73.99
7/19/2024	7/17/2024 Rhi Supply Minot	117.64
7/19/2024	7/17/2024 Menards Minot Nd	228.09
7/19/2024	7/17/2024 Clareys Safety Equipment	200.53
7/19/2024	7/17/2024 Bound Tree Medical Llc	335.56
7/19/2024	7/17/2024 Material Testing Services	705.60
7/19/2024	7/17/2024 Material Testing Services	1,070.21
7/19/2024	7/17/2024 Material Testing Services	207.90
7/19/2024	7/17/2024 The Home Depot #3703	30.61
7/19/2024	7/18/2024 In *dakota Fire Extinguis	39.99
7/19/2024	7/18/2024 Fastenal Company 01ndmin	16.24
7/19/2024	7/18/2024 Tfs*fishersci Ecom Hus	93.00
7/19/2024	7/18/2024 Minnesota Valley Testing	499.00
7/19/2024	7/18/2024 Acme Tools Minot	1.72
7/19/2024	7/18/2024 Home Of Economy-#4	35.99
7/19/2024	7/18/2024 Amazon MktpI	154.92
7/19/2024	7/18/2024 Macs Minot, Nd	1.46
7/19/2024	7/18/2024 North Country Sports	24.00
7/19/2024	7/18/2024 Wal-Mart #1636	75.64
7/19/2024	7/18/2024 Dfc Company Ccp	3,060.00
7/19/2024	7/18/2024 Amazon Ret* 114-827438	134.42
7/19/2024	7/18/2024 Dri*signs	132.26
7/19/2024	7/18/2024 Amzn Mktp Us	79.95
7/19/2024	7/18/2024 Amzn Mktp Us	22.95
7/19/2024	7/18/2024 Tbl* Uav Coach	299.00
7/19/2024	7/18/2024 Amazon MktpI	540.30
7/19/2024	7/18/2024 In *industrial Chem Labs	605.97
7/19/2024	7/18/2024 Lowes Printing	89.00
7/19/2024	7/18/2024 Batteries Plus #0639	28.16
7/19/2024	7/18/2024 Core & Main - Nd002	2,733.25
7/19/2024	7/18/2024 Computech	563.00
7/19/2024	7/18/2024 White Cap #690	185.93

7/19/2024	7/18/2024 North Country Sports	196.00
7/19/2024	7/18/2024 In *gefroh Electric Inc	307.45
7/19/2024	7/18/2024 In *gefroh Electric Inc	435.00
7/22/2024	7/18/2024 Menards Minot Nd	19.92
7/22/2024	7/18/2024 West Oaks Animal Hospital	472.90
7/22/2024	7/18/2024 Menards Minot Nd	139.35
7/22/2024	7/18/2024 Menards Minot Nd	196.60
7/22/2024	7/18/2024 Grand Forks Fire Equip	606.11
7/22/2024	7/18/2024 Menards Minot Nd	199.00
7/22/2024	7/18/2024 Menards Minot Nd	48.38
7/22/2024	7/18/2024 Grant Thorson Snap On	106.00
7/22/2024	7/18/2024 Menards Minot Nd	23.44
7/22/2024	7/18/2024 North Prairie Rural Wate	60.16
7/22/2024	7/18/2024 Prairie Supply Inc	383.52
7/22/2024	7/18/2024 Menards Minot Nd	22.46
7/22/2024	7/18/2024 Fedex277231257716	47.05
7/22/2024	7/18/2024 Main Electric Constructn	1,218.40
7/22/2024	7/19/2024 Rhi Supply Minot	31.92
7/22/2024	7/19/2024 Marketplace Foods S	335.16
7/22/2024	7/19/2024 Petco.Com 6989	16.11
7/22/2024	7/19/2024 Bridgetower Media Ads	1,020.21
7/22/2024	7/19/2024 Delta Air	35.00
7/22/2024	7/19/2024 Delta Air	(476.95)
7/22/2024	7/19/2024 Delta Air	(476.95)
7/22/2024	7/19/2024 Laz Parking L41122-Flash	8.00
7/22/2024	7/19/2024 Menards Minot Nd	35.90
7/22/2024	7/19/2024 Amzn Mktp Us	57.99
7/22/2024	7/19/2024 Amazon Ret* 112-314861	90.86
7/22/2024	7/19/2024 Officemax/Depot 6513	39.99
7/22/2024	7/19/2024 Chewy.Com	42.99
7/22/2024	7/19/2024 Hirshfields - 40 - Minot	548.92
7/22/2024	7/19/2024 Acme Tools Minot	359.43
7/22/2024	7/19/2024 Sovos Compliance Llc	693.39
7/22/2024	7/19/2024 Sovos Compliance Llc	734.99
7/22/2024	7/19/2024 Amazon.Com*rs5og5i22	139.99
7/22/2024	7/19/2024 Amazon Mktp	89.55
7/22/2024	7/20/2024 Menards Minot Nd	5.98
7/22/2024	7/20/2024 Officemax/Depot 6513	50.43
7/22/2024	7/20/2024 Patrioticbrands.Com	66.59
7/22/2024	7/20/2024 Amazon Mktp	81.40
7/22/2024	7/20/2024 Amazon Mar* 112-091110	28.47
7/22/2024	7/20/2024 Holiday Stations 0431	11.98
7/22/2024	7/20/2024 Stop & Shop	6.00
7/22/2024	7/20/2024 Cenex- Enerbase Truck PI	31.96
7/22/2024	7/20/2024 Super Pumper #21	14.00
7/22/2024	7/20/2024 Oreilly 5967	15.11
7/22/2024	7/21/2024 Amazon Mktp	12.25
7/22/2024	7/21/2024 Petco.Com 6989	37.08
7/23/2024	7/18/2024 Penske Trk Lsg 714110	(8,237.10)
7/23/2024	7/21/2024 Menards Minot Nd	15.27

7/23/2024	7/21/2024 Menards Minot Nd	8.68
7/23/2024	7/22/2024 In *g & P Commercial Sale	121.54
7/23/2024	7/22/2024 470 Auto Value - Minot	2,275.75
7/23/2024	7/22/2024 Fargo Glass And Paint Mi	404.20
7/23/2024	7/22/2024 Amzn Mktp Us	46.88
7/23/2024	7/22/2024 Batteries Plus #0639	265.00
7/23/2024	7/22/2024 B&h Photo 800-606-6969	88.56
7/23/2024	7/22/2024 Razor Tracking Inc.	239.00
7/23/2024	7/22/2024 Amazon Mktp	41.38
7/23/2024	7/22/2024 Amazon Mktp	1,649.97
7/23/2024	7/22/2024 1password.Com	4,890.00
7/23/2024	7/22/2024	48.90
7/23/2024	7/22/2024 Minot Veterinary Clinic	4,828.45
7/23/2024	7/23/2024 Dmi* Dell K-12/Govt	1,527.98
7/23/2024	7/23/2024 Dmi* Dell K-12/Govt	1,156.32
7/24/2024	7/22/2024 Niess Impressions	1,555.63
7/24/2024	7/22/2024 American Association O	295.00
7/24/2024	7/22/2024 Exxon Superpumper #32	25.00
7/24/2024	7/22/2024 Menards Minot Nd	278.65
7/24/2024	7/22/2024 Rhi Supply Minot	31.92
7/24/2024	7/22/2024 Rhi Supply Minot	101.12
7/24/2024	7/22/2024 Cenex-Enerbase	29.40
7/24/2024	7/23/2024 Amazon Mktp	15.99
7/24/2024	7/23/2024 Amsterdam Prnt & Litho	369.27
7/24/2024	7/23/2024 Sq *the Bark Porch Inc	114.00
7/24/2024	7/23/2024 Amzn Mktp Us	(12.55)
7/24/2024	7/23/2024 Pb Leasing	243.93
7/24/2024	7/23/2024 Adobe *adobe	549.72
7/24/2024	7/23/2024 Walmart.Com	35.15
7/24/2024	7/23/2024 Dollar General #19758	32.25
7/24/2024	7/23/2024 In *american Truck & Trai	82.82
7/24/2024	7/23/2024 B&h Photo 800-606-6969	350.72
7/24/2024	7/23/2024 In *dakota Fire Extinguis	126.00
7/24/2024	7/23/2024 Amzn Mktp Us	17.99
7/24/2024	7/23/2024 Amzn Mktp Us	11.43
7/24/2024	7/23/2024 National Academies Of Eme	55.00
7/24/2024	7/24/2024 Party City Bopis	46.01
7/24/2024	7/24/2024 Uline	342.11
7/25/2024	7/23/2024 Menards Minot Nd	10.98
7/25/2024	7/23/2024 Marketplace Foods A	45.54
7/25/2024	7/23/2024 West Oaks Animal Hospital	62.00
7/25/2024	7/23/2024 Menards Minot Nd	32.76
7/25/2024	7/23/2024 Party City 1146	(10.01)
7/25/2024	7/23/2024 Officemax/Depot 6513	6.00
7/25/2024	7/23/2024 Marketplace Foods A	20.99
7/25/2024	7/23/2024 Paypal	216.70
7/25/2024	7/23/2024 Menards Minot Nd	44.66
7/25/2024	7/23/2024 The Home Depot 3703	224.00
7/25/2024	7/23/2024 The Home Depot 3703	224.00
7/25/2024	7/23/2024 Minot Daily News	260.00

7/25/2024	7/23/2024	Prairie Supply Inc	50.00
7/25/2024	7/23/2024	Officemax/Depot 6513	147.08
7/25/2024	7/24/2024	Tfs*fisher Sci Chi	133.50
7/25/2024	7/24/2024	Sq *association Of Law En	600.00
7/25/2024	7/24/2024	In *tandem Dog Training	360.50
7/25/2024	7/24/2024	Home Of Economy-#4	87.92
7/25/2024	7/24/2024	Amzn Mktp Us	74.04
7/25/2024	7/24/2024	Spi*directv Service	164.98
7/25/2024	7/24/2024	Gerdau Ameristeel Minot	103.63
7/25/2024	7/24/2024	At&t Payment	336.07
7/25/2024	7/24/2024	Column Public Notice	48.36
7/25/2024	7/24/2024	Lowes Printing	580.00
7/25/2024	7/24/2024	Att	50.96
7/25/2024	7/24/2024	Verizonwrlss	372.31
7/25/2024	7/24/2024	Usps Po 3762880701	9.68
7/25/2024	7/24/2024	Oreilly 5967	(15.11)
7/25/2024	7/24/2024	Schocks Safe And Lock Se	47.90
7/25/2024	7/24/2024	Amzn Mktp Us	38.00
7/25/2024	7/24/2024	Core & Main - Nd002	9,800.00
7/25/2024	7/24/2024	Priority Dispatch Corp	129.00
7/25/2024	7/25/2024	Www.Sbmedical.Com	228.91
7/26/2024	7/24/2024	Menards Minot Nd	59.99
7/26/2024	7/24/2024	Delta Air	576.96
7/26/2024	7/24/2024	Delta Air	576.96
7/26/2024	7/24/2024	Menards Minot Nd	19.99
7/26/2024	7/24/2024	Napa Parts 0027632	558.18
7/26/2024	7/24/2024	Menards Minot Nd	92.35
7/26/2024	7/24/2024	The Home Depot #3703	190.08
7/26/2024	7/24/2024	Menards Minot Nd	19.47
7/26/2024	7/24/2024	Evident Inc	440.00
7/26/2024	7/24/2024	Evident Inc	88.91
7/26/2024	7/24/2024	Evident Inc	261.00
7/26/2024	7/24/2024	Evident Inc	68.39
7/26/2024	7/25/2024	Minnesota Valley Testing	3,275.00
7/26/2024	7/25/2024	Macs Minot, Nd	39.98
7/26/2024	7/25/2024	Att	344.75
7/26/2024	7/25/2024	Usps Po 3762880701	5.58
7/26/2024	7/25/2024	Acme Tools Minot	183.65
7/26/2024	7/25/2024	Harbor Freight Tools3246	121.30
7/26/2024	7/25/2024	Att	45.92
7/26/2024	7/25/2024	Amazon MktpI	33.39
7/26/2024	7/25/2024	The Ups Store 1423	67.64
7/26/2024	7/25/2024	B&h Photo 800-606-6969	152.86
7/26/2024	7/25/2024	Amazon.Com*rv9n53f40	124.50
7/26/2024	7/25/2024	Macs Minot, Nd	39.58
7/26/2024	7/25/2024	Att	193.76
7/26/2024	7/25/2024	Att	476.88
7/26/2024	7/25/2024	Amazon.Com*rv3ng7zs2	45.74
7/26/2024	7/25/2024	Amazon MktpI	48.00
7/26/2024	7/25/2024	Sherwin Williams 703380	105.74

7/26/2024	7/25/2024 Acme Tools Minot	699.00
7/26/2024	7/25/2024 The Hillman Group	125.21
7/26/2024	7/25/2024 The Hillman Group Inc	125.21
7/26/2024	7/25/2024 Pollardwater.Com #3325	533.95
7/26/2024	7/25/2024 Paymentus Corporation	0.63
7/26/2024	7/25/2024 Nd Dept Of Envir Qual	25.00
7/26/2024	7/25/2024 Dakota Fluid Power, Inc.	53.56
7/26/2024	7/25/2024 Acme Tools Minot	36.65
7/26/2024	7/26/2024 Amazon Mktp	40.78
7/29/2024	7/25/2024 Sleep Inn & Suites Nd052	343.47
7/29/2024	7/25/2024 Carquest Auto	25.98
7/29/2024	7/25/2024 Rhi Supply Minot	301.38
7/29/2024	7/25/2024 Napa Parts 0027632	278.92
7/29/2024	7/25/2024 Menards Minot Nd	273.00
7/29/2024	7/25/2024 Carquest Auto	58.14
7/29/2024	7/25/2024 Menards Minot Nd	41.44
7/29/2024	7/26/2024 Menards Minot Nd	291.88
7/29/2024	7/26/2024 Officemax/Depot 6513	228.31
7/29/2024	7/26/2024 Foamdogballs.Com	72.00
7/29/2024	7/26/2024 Arrowhead Ace	4.38
7/29/2024	7/26/2024 Delta Air	747.95
7/29/2024	7/26/2024 Att	767.38
7/29/2024	7/26/2024 Iacp	190.00
7/29/2024	7/26/2024 Menards Minot Nd	29.98
7/29/2024	7/26/2024 Core & Main - Mo005	3,430.00
7/29/2024	7/26/2024 Batteries Plus #0639	89.30
7/29/2024	7/26/2024 At&t Payment	305.76
7/29/2024	7/26/2024 Und-Extended Learning-	275.00
7/29/2024	7/26/2024 At&t Payment	440.16
7/29/2024	7/26/2024 Grainger	354.71
7/29/2024	7/26/2024 Att	229.60
7/29/2024	7/26/2024 Apple.Com/Us	99.00
7/29/2024	7/26/2024 Apple.Com/Us	99.00
7/29/2024	7/26/2024 Apple.Com/Us	99.00
7/29/2024	7/26/2024 Cdw Govt #sn29217	2,408.35
7/29/2024	7/27/2024 Eb Ndasro Summer Safe	25.00
7/29/2024	7/27/2024 Delta Air	(35.00)
7/29/2024	7/27/2024 Wal-Mart #4569	114.06
7/29/2024	7/27/2024 Minot Restaurant Supply	49.18
7/29/2024	7/27/2024 Amazon Mktp	22.25
7/29/2024	7/27/2024 I Done This	600.47
7/29/2024	7/27/2024 Apple.Com/Us	99.00
7/29/2024	7/28/2024 Nd State Fair-E Commer	12.00
7/29/2024	7/28/2024 Nd State Fair-E Commer	12.00
7/29/2024	7/28/2024 Nd State Fair-E Commer	12.00
7/30/2024	7/28/2024 Marriott Resort Lexing	621.93
7/30/2024	7/29/2024 Amzn Mktp Us	17.95
7/30/2024	7/29/2024 Amzn Mktp Us	16.50
7/30/2024	7/29/2024 Lowes Printing	340.45
7/30/2024	7/29/2024 Stickerapp	185.00

7/30/2024	7/29/2024 Amazon Mktp	23.93
7/30/2024	7/29/2024 Canva* I04227-41190038	179.40
7/30/2024	7/29/2024 Sq *word Of Mouth Tinting	585.00
7/30/2024	7/29/2024 Get Air Minot Llc	50.00
7/30/2024	7/29/2024 Target 00000851	55.00
7/30/2024	7/29/2024 Chaos Games Llc	77.25
7/30/2024	7/29/2024 Cdl School Online	89.00
7/30/2024	7/29/2024 Swanston Equip Minot	17.72
7/30/2024	7/29/2024 Amzn Mktp Us	120.22
7/30/2024	7/29/2024 Schocks Safe And Lock Se	10.50
7/30/2024	7/29/2024 All American Trophies & S	1,368.00
7/30/2024	7/29/2024 Wilbur Ellis Minot	343.50
		\$ 269,644.72

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES

Charge these funds:

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

Electronic Payments:

AFLAC	31,215.72
BCBS	527,286.67
Federal Tax Withholding	-
Deferred Comp	-
NDPERS	-
ND PERS Service Credit	-
Empower	4,183.36
Verendrye	-
Montana Dakota Utilities	7,595.52
Xcel Energy	158,457.51
Discovery Benefits	11,469.42
Unum Group Insurance	4,586.55
Job Service Unemployment	1,356.04
ADP Payroll taxes wire	296,329.79
ADP Payroll Wage garnishment 7/5/2024 & 7/19/2024	14,018.21
ADP Payroll Fees ACH Credit	
ADP Payroll Taxes wire Alderman	
ADP Payroll Taxes wire Pension	68,996.36
ADP Payroll Taxes wire Council	1,400.29
ADP CCD Payroll Fees	-
State of ND- ASA Bond	

Total	<u>\$ 1,126,895.44</u>
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Department: Airport	
Name	Gross Pay
Baier, Jamison T	\$ 261.94
Brock, Vanessa M	\$ 3,995.58
Brock, William	\$ 4,375.64
Choi, Alex M	\$ 5,774.74
Clark, Benjamin P	\$ 3,979.16
Davis, Brandon	\$ 4,569.76
Depriest, Isaac	\$ 4,406.29
DesLauriers, Philip Joseph	\$ 705.20
Dickson, Earnest edward	\$ 4,851.66
Draper, David	\$ 5,199.69
Eckman, Jennifer Kristin	\$ 11,839.18
Eritano, Dominic Edwin	\$ 2,615.33
Kaminski, Thomas	\$ 3,802.38
Klein, Craig A	\$ 4,011.42
Long, Jessica	\$ 6,268.26
McCuaig, Tyler	\$ 3,110.05
Moody, Sharon	\$ 4,382.03
Norby, Judy	\$ 3,985.40
Ortiz-Pabon, Nelson	\$ 4,405.91
Porreca, Michael C	\$ 1,954.73
Rafala, Michael	\$ 5,719.12
Romanick, Maria C	\$ 6,585.64
Romero, Melvin Frederick	\$ 3,174.36
Schriock, Brittany R	\$ 531.21
Takashige, Alec N	\$ 5,350.93
Urban, Randy N	\$ 3,268.29
Totals for Department Airport	
Total	\$ 109,123.90

Department: Assessors	
Name	Gross Pay
Druse, Damon	\$ 8,360.05
Kamrowski, Ryan L	\$ 9,305.24
Lovelace, Daniel D	\$ 6,610.30
Maragos, Sheila M	\$ 6,944.20
Nelson, Chelsy	\$ 3,424.97
Schlecht, Dustin J	\$ 7,116.84
Totals for Department Assessors	
Total	\$ 41,761.60

Department: Cemetery	
Name	Gross Pay
Fried, Delaney Jo	\$ 1,884.38
Roteliuk, Rondel R	\$ 6,775.18
Sanford, Allison Beth	\$ 5,318.51
Seifert, James R	\$ 4,442.35
Stoll, RoxAnne Kelly	\$ 2,041.41
Zietz, Cole J	\$ 4,031.08
Zietz, Nicholas	\$ 2,613.60
Totals for Department Cemetery	
Total	\$ 27,106.51

Department: City Attorney	
Name	Gross Pay
Dickerson, Corbin	\$ 8,024.31
Henjum, Nathaniel	\$ 4,436.43
Horst, Nancy	\$ 5,378.56
Schmitz, Nick	\$ 7,450.92
Stalheim, Stefanie	\$ 11,327.26
Totals for Department City Attorney	
Total	\$ 36,617.48

Department: City Council	
Name	Gross Pay
Blessum, Michael	\$ 1,190.00
Fuller, Robert M	\$ 1,190.00
Jantzer, Mark J	\$ 1,190.00
Olson, Lisa M	\$ 1,190.00
Pitner, Paul	\$ 1,190.00
Ross, Thomas	\$ 1,500.00
Samuelson, Scott A.	\$ 1,190.00
Totals for Department City Council	
Total	\$ 8,640.00

Department: City Manager	
Name	Gross Pay
Joyce, Thomas C	\$ 13,447.96
McWilliams, Mikayla	\$ 6,115.39
Schraeder, Ann M	\$ 4,673.07
Stewart, Harold Leroy	\$ 15,655.34
Totals for Department City Manager	
Total	\$ 39,891.76

Department: City Shop	
Name	Gross Pay
Anderson, Robbie	\$ 4,277.35
Doyle, April S	\$ 3,479.68
Headrick, Jesse	\$ 3,680.62
Hermanson, Brook A	\$ 6,439.95
Marsh, Timothy D	\$ 5,130.95
Ortmann, Donald G	\$ 6,044.21
Rivera, Frank R	\$ 4,423.82
Schmidt, Charles Joseph	\$ 4,923.80
Smith, Zachary Thomas	\$ 2,987.71
Whetstine, Koby W	\$ 4,766.35
Totals for Department City Shop	
Total	\$ 46,154.44

Department: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 5,365.26
Bjertness, Lacie J	\$ 1,877.04
Brown, Justice	\$ 4,774.09
Christie, Sean A	\$ 11,148.38
Evans, Amy	\$ 3,885.10
Fahy, Wayne W	\$ 3,347.00
Haugan, Margaret H	\$ 7,450.92
Lausch, Jacqueline	\$ 5,541.97
Lonis, Ashleigh	\$ 6,413.48
Mindt, Haley Marie	\$ 3,745.25
Newman, Samantha	\$ 7,214.32
ONeill, Renae Dawn	\$ 3,259.48
Plumadore, Maggie	\$ 2,924.78
Roehm, Brandi	\$ 4,216.71
Sorensen, Elizabeth A	\$ 8,720.79
Van Hill, Shanlya M	\$ 7,766.63
Totals for Department Dispatch	
Total	\$ 87,651.20

Department: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 6,717.38
Foley, Taylor	\$ 4,991.87
Hernandez, Gabriel	\$ 4,120.24
Hoffart, Jesse	\$ 6,750.18
Huettl, Emily	\$ 9,305.24

Name	Gross Pay
King, Matthew R	\$ 6,750.18
Meyer, Lance E	\$ 12,191.88
Ramos, Nicole	\$ 5,264.78
Randash, Alexander X	\$ 1,167.05
Romann, Alicia A	\$ 5,018.84
Steckler, Thomas E	\$ 7,450.92
Swartz-Dahl, Sami	\$ 4,776.85
Vorgitch, Julia	\$ 4,436.43
Totals for Department Engineering	
Total	\$ 78,941.84

Department: Finance	
Name	Gross Pay
Burns, Callie S	\$ 6,115.39
Grabow, Randi L	\$ 5,019.15
Lakefield, David	\$ 12,558.64
Molina, Crystal R	\$ 4,569.63
Nerem, Laurisa	\$ 4,328.01
Olson, Jaelee	\$ 4,471.37
Schmidt, Susan	\$ 5,019.15
Shefstad, Brittany J	\$ 5,678.64
Shelkey, Melody L	\$ 7,294.21
Stein, Jeanne	\$ 6,750.18
Van Grinsven, Kristin	\$ 6,268.26
Variste, Jeanny	\$ 4,437.35
Zeece, Holly	\$ 5,405.08
Zelinski, Jenna M	\$ 8,048.91
Totals for Department Finance	
Total	\$ 85,963.97

Department: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 8,430.14
Berg, Lorie A	\$ 5,751.25
Brown, Robby	\$ 6,292.45
Hammer, Stuart	\$ 6,292.46
Kronsnabel-Dostert, Kelli	\$ 12,533.64
Seifert, Travis J	\$ 6,848.25
Summers, Dana W	\$ 5,990.82
Weber, Brent A	\$ 8,430.14
Totals for Department Fire - Administration	
Total	\$ 60,569.15

Department: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 7,636.15
Allen, Scott	\$ 5,122.17
Anderson, Joseph	\$ 4,385.40
Angelo, Jason	\$ 5,748.62
Baker, Griffin Joseph	\$ 4,320.10
Beck, Kyle W	\$ 7,611.64
Berntson, Austin	\$ 5,009.43
Blackwood, Robert	\$ 5,515.67
Boechler, Matthew A	\$ 4,308.23
Burgess, Justin T	\$ 7,187.00
Burns, Austin T	\$ 8,418.81
Christen, Tyler P	\$ 4,667.22
Coleman, Alexander	\$ 6,212.34
Croxall, Jeremy M	\$ 6,389.82
Degele, Travis W	\$ 8,650.45
Dockter, James	\$ 5,787.58
Eull, Mitchell	\$ 5,122.17
Fernandez, Jacob S	\$ 5,002.78
Filkins, Jacob E	\$ 5,755.74
Fylling, Jacob	\$ 4,962.71
Garberg, Tully D	\$ 5,639.89
Ghent, Tyler	\$ 4,049.28
Gilliss, Shane	\$ 7,060.44
Givens, Andrew	\$ 4,441.62
Hanselman, Andrew J	\$ 8,650.45
Hanson, Myles	\$ 4,526.31
Hardy, Glen A	\$ 9,289.00
Haskins, Patrick	\$ 3,651.38
Hayden, Jameson	\$ 4,767.87
Kristiansen, Hans	\$ 6,855.40
Laks, Damon	\$ 4,924.90
Laskowski, Paul J	\$ 8,413.78
Lentz, Jacob W	\$ 8,988.55
Mathieson, Mark	\$ 5,250.38
Maxwell, Mason W	\$ 10,252.80
Meadows, Casey D	\$ 7,417.93
Meadows, Jaydee	\$ 5,390.48
Meyer, Trent	\$ 3,851.38
Nerem, Jesse	\$ 5,999.20
Newman, Phillip	\$ 5,944.33
Olson, Joshua	\$ 5,320.43
Orr, Jeremiah	\$ 5,703.14
Peterson, Aaron P	\$ 7,602.34

Name	Gross Pay
Raymond, Daniel	\$ 6,691.00
Rice, Alec D	\$ 3,973.68
Rohrbach, Robert A	\$ 6,006.24
Ross, Michael T	\$ 4,308.23
Rostberg, Casey	\$ 6,288.37
Safranski, Dustin M	\$ 6,860.91
Schill, Kyle	\$ 5,224.68
Schriock, Kerry W	\$ 9,056.18
Shoemaker, Charles	\$ 5,892.51
Sickles, Chad	\$ 5,515.67
Staples, Kayden	\$ 3,994.60
Tancabel, Andrew	\$ 6,507.62
Taylor, Matthew	\$ 4,320.10
Tougas, Brady W	\$ 4,727.61
Urban, Augustus	\$ 5,213.26
Walhood, Bradley	\$ 5,086.93
Walter, Devin M	\$ 7,365.67
West, Jason	\$ 7,438.25
Zabka, Aaron	\$ 5,122.17
Totals for Department Fire Control	
Total	\$ 371,398.99

Department: Human Resources	
Name	Gross Pay
Jundt, Lisa R	\$ 10,269.72
Porterfield, Monica L	\$ 6,140.39
Scott, Courtney K	\$ 4,921.73
Thurston, Brittany	\$ 6,293.26
Totals for Department Human Resources	
Total	\$ 27,625.10

Department: IT	
Name	Gross Pay
Albertson, Alec	\$ 6,340.82
Herslip, Jacob	\$ 4,120.18
Knudsvig, Miles	\$ 5,043.84
McKibben, Jason S	\$ 8,906.91
Podolski, Tyler	\$ 4,120.18
Ulrickson, Paul M	\$ 8,690.85
Totals for Department IT	
Total	\$ 37,222.78

Department: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 5,820.60
Degroot, Gage	\$ 7,414.49
Dodge, Cindy J	\$ 959.31
Falkinburg, Delores D	\$ 4,896.19
Hancock, Thomas	\$ 1,846.00
Kilichowski, Owen J	\$ 6,054.58
Kimball, Michelle L	\$ 5,273.73
Murphy, Michael J	\$ 6,919.20
Sickler, Laurie A	\$ 4,896.19
Tillema, Luke	\$ 9,078.34
Walker, Richard E	\$ 6,919.20
Totals for Department Inspections	
Total	\$ 60,077.83

Department: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 3,923.82
Anderson, Melissa Ann	\$ 3,175.78
Boucher, Robbie R	\$ 4,551.02
Bullard-Wolf, Christina	\$ 5,017.59
Bullard-Wolf, Travis D	\$ 4,437.26
Curelo, Steven	\$ 4,379.69
Foster, Krystle A	\$ 3,180.74
Helgeson, David	\$ 5,526.19
Mullikin, Christopher Ryan	\$ 1,673.83
Reimche, Tyler J	\$ 5,148.14
Shefstad, Allen	\$ 6,192.14
Zuck, Darren S	\$ 5,041.24
Totals for Department Landfill	
Total	\$ 52,247.44

Department: Library	
Name	Gross Pay
Aberle, Craig S	\$ 3,600.79
Bickell, Destiny Jayd	\$ 2,934.22
Brown, Leah M	\$ 1,099.35
Carswell, Pamela E	\$ 4,966.20
Fagerland, Benjamin	\$ 1,052.18
Humble, Katie	\$ 658.76
Huseth, Valerie	\$ 3,457.17
Julson, Marcia G	\$ 4,331.04

Name	Gross Pay
Kranz, Martina Louise	\$ 939.07
Lien, Kathryn	\$ 3,341.84
Miller, Emily	\$ 98.91
Monley, Randi D	\$ 4,542.26
Moya, Zhaina	\$ 7,135.54
Ostlund, Emily	\$ 4,234.78
Pecoraro, Betty	\$ 2,156.46
Pikka, Joshua	\$ 5,813.71
Possen, Lacey A	\$ 3,897.12
Sartain, Zephyrique	\$ 1,038.78
Schneibel, Veronica	\$ 4,110.58
Smith, Mackenzie Linn	\$ 1,074.59
Timothy, Scott D	\$ 5,486.62
Wernecke, Elizabeth MayLynn	\$ 490.22
Wheeler, Mary P	\$ 5,413.24
Williams, David J	\$ 896.06
Wolf, Julie M	\$ 3,493.39
Ziegler, Kassandra M	\$ 3,366.87
Totals for Department Library	
Total	\$ 79,629.75

Department: Metro Planning Org	
Name	Gross Pay
Van Dyke, John W	\$ 9,152.10
Totals for Department Metro Planning Org	
Total	\$ 9,152.10

Department: Municipal Court	
Name	Gross Pay
Beall, Ashley	\$ 4,618.16
Nishek, Laurie	\$ 5,144.61
Tallman, Nicole	\$ 4,254.58
Terry, Faron	\$ 300.00
Totals for Department Municipal Court	
Total	\$ 14,317.35

Department: National Disaster Recover	
Name	Gross Pay
Barrette, Anthony	\$ 4,547.77
Plank, Christopher J	\$ 5,820.60
Totals for Department National Disaster Recover	
Total	\$ 10,368.37

Department: PW Utility Admin	
Name	Gross Pay
Cofell, Benjamin H	\$ 7,828.23
Cuypers, Anthony J	\$ 4,018.62
Hoyt, Kari L	\$ 5,539.88
Meyer, Veronica M	\$ 8,640.85
Schettler, Tristan	\$ 5,539.48
Sorenson, Jason S	\$ 11,107.04
Totals for Department PW Utility Admin	
Total	\$ 42,674.10

Department: Planning	
Name	Gross Pay
Billingsley, Brian	\$ 11,053.04
Diedrichsen, Douglas Craig	\$ 8,224.56
Falconer, Daniel	\$ 4,660.65
Gartner, Kylee Jo	\$ 2,340.00
Hornberger, Hannah L.	\$ 3,872.44
Zietz, Marjorie	\$ 5,378.56
Totals for Department Planning	
Total	\$ 35,529.25

Department: Police - Administration	
Name	Gross Pay
Bachmeier, Kendra	\$ 3,074.59
Chapman, David J	\$ 8,430.14
Church, Jenna J	\$ 3,268.32
Foley, Jared S	\$ 7,802.95
Gessner, Cheryl K	\$ 5,872.64
Guthrie, Trisha K	\$ 4,303.91
Haug, Shane M	\$ 8,640.85
Klug, John M	\$ 11,053.04
Kolnes, Kimberly	\$ 3,219.84
Olson, Ashley	\$ 4,355.18
Roberts, Christine L	\$ 4,903.02
Sandusky, Caisee M	\$ 8,111.55
Schmidt, Denise	\$ 2,915.16
Shaw, Jarred	\$ 6,549.17
Sumlin, Robbie M	\$ 7,545.89
Sundbakken, Jason J	\$ 9,776.34
Totals for Department Police - Administration	
Total	\$ 99,822.59

Department: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 8,006.43
Denovio, William	\$ 5,742.83
Dyke, Darren M	\$ 8,640.85
Guerton, Kristin	\$ 1,945.73
Hanks, Elijah	\$ 7,989.64
Heringer, Rebecca	\$ 4,820.42
Johnson, Charles S	\$ 9,277.32
Johnson, Greg W	\$ 8,061.58
Lentz, Stephanie M	\$ 7,015.14
Plessas, Dale J	\$ 9,537.95
Reis, Shawn	\$ 6,242.20
Roach, Andrew	\$ 7,432.82
Wheeling, Jill	\$ 3,603.32
Totals for Department Police - Investigations	
Total	\$ 88,316.23

Department: Police - Patrol	
Name	Gross Pay
Andrade, Memorie	\$ 7,101.38
Bach, Kolbe M	\$ 7,264.02
Bambenek, Jason L	\$ 7,119.10
Bartlett, Alec	\$ 5,351.05
Batteiger, Daniel W	\$ 7,255.31
Becker, Krysta	\$ 7,251.44
Berentson, Taylor	\$ 4,497.25
Black, Winston	\$ 1,870.00
Boswell, Jordan	\$ 4,947.79
Burghardt, Thomas	\$ 5,255.62
Burtch, Tyler R	\$ 5,377.79
Carter, Ronald	\$ 6,862.97
Casarez, Andres	\$ 8,068.24
Connole, Michael W	\$ 2,066.64
Gladback, Belinda	\$ 8,206.85
Gomez, Jose Steven	\$ 4,120.24
Gonzales, Daniel	\$ 6,174.92
Hall, Cullen	\$ 5,963.97
Harrington, Alexander D	\$ 5,723.58
Hathaway, Eric	\$ 5,876.63
Hess, Andrew M	\$ 5,171.49
Hugg, Anthony	\$ 6,299.91
Jensen, Taylor A	\$ 8,456.41
Kiss, Sarah	\$ 5,396.33

Name	Gross Pay
Knutson, Zachary W	\$ 5,582.97
Labodda, Seth	\$ 6,492.64
Lakoduk, Ross Allen Macklin	\$ 7,351.27
Lovro, Mary Sanford	\$ 3,808.00
McLeod, Matthew T	\$ 8,430.14
Mehlhoff, Andrew K	\$ 7,034.54
Miller, Gannon E	\$ 6,242.17
Myers, Zackery Colin	\$ 6,898.42
Nielsen, Michael Anthony	\$ 4,602.94
Noyes, Joshua D	\$ 9,062.41
Olson, Jacob	\$ 7,632.83
Petersen, Carrie A	\$ 5,701.64
Pfeiffer, Peggy	\$ 4,404.82
Pollman, Dana	\$ 8,238.12
Presley, Jessica L	\$ 5,670.76
Roberts, Bobby R	\$ 4,881.67
Ruelle, Tyler J	\$ 8,288.83
Schoenrock, Stephen J	\$ 7,608.90
Shaide, Kristian	\$ 6,338.67
Somerville, Amanda M	\$ 5,423.13
Squyres, Heidi	\$ 2,845.03
Stebbleton, Tatum	\$ 4,664.30
Strandemo, Cole A	\$ 9,178.46
Suarez, Jonathan	\$ 4,963.86
Sullivan, Christian	\$ 5,322.85
Sundheim, Justin C	\$ 9,776.34
Washington, Anthony L	\$ 6,938.37
Watne, Mitchell R	\$ 714.38
Wegner, Shawn P	\$ 8,798.18
Wheeler, Daniel B	\$ 7,524.08
Wilkes, Jordan R	\$ 5,361.69
Williams, Brian	\$ 6,597.48
Totals for Department Police - Patrol	
Total	\$ 344,058.82

Department: Property Maintenance	
Name	Gross Pay
Coughlin, Brent	\$ 3,618.41
Eichstadt, Jacob	\$ 4,611.81
Espe, Scott A	\$ 3,570.29
Heizelman, Grant L	\$ 6,132.89
Knatterud, Dena M	\$ 3,729.82
Lee, Rebecca	\$ 3,058.43
Sickler, Kevin	\$ 8,798.18

Name	Gross Pay
Smith, Samuel Allen	\$ 3,537.56
West, Samantha M	\$ 3,485.20
Totals for Department Property Maintenance	
Total	\$ 40,542.59

Department: Public Information	
Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 6,585.30
Kvigne, T	\$ 5,044.23
Obenchain, Bryan	\$ 5,043.83
Totals for Department Public Information	
Total	\$ 16,673.36

Department: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 10,077.76
Jensen, Debra	\$ 3,641.12
Totals for Department Public Works - Administra	
Total	\$ 13,718.88

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 5,216.22
Hamel, Scott	\$ 5,729.92
Hammer, Reid	\$ 4,744.30
Ingold, Douglas A	\$ 4,943.78
Kraft, Joshua B	\$ 8,257.56
Lakoduk, Daltyn J	\$ 5,294.68
Marten, Harold L	\$ 1,328.93
Oange, Zephaniah N	\$ 4,917.33
Reynolds, Nicholas R	\$ 6,421.26
Shurtleff, Michael J	\$ 4,188.57
Simonson, Christopher A	\$ 5,031.40
Totals for Department Sanitation	
Total	\$ 56,073.95

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 3,552.35
Brevik, Dax	\$ 4,791.07
Cimino, Robert Paul	\$ 4,251.78
Dutenhafer, Wayne A	\$ 3,115.88

Name	Gross Pay
Keller, Eric J	\$ 6,825.32
Kuglin, Troy D	\$ 5,143.99
LaValley, Christopher	\$ 3,311.61
Marmon, Shannon L	\$ 5,731.89
Olstad, Karlain L	\$ 3,635.59
Sloboden, Timothy J	\$ 5,933.36
Vannatta, Michael G	\$ 2,773.04
Totals for Department Sewer Pumping	
Total	\$ 49,065.88

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	\$ 3,081.13
Espe, Mark W	\$ 6,225.76
Heizelman, Dean A	\$ 3,993.08
Herslip, Christopher C	\$ 3,920.18
Hogencamp, Matthew	\$ 3,552.35
Iglesias, Adrian	\$ 4,776.85
Johnson, Colby	\$ 3,065.85
Kueffler, Alexander	\$ 3,332.48
Totals for Department Storm-Sewer	
Total	\$ 31,947.68

Department: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 3,065.75
Braaten, Kevin A	\$ 8,640.85
Choquette, Marc F	\$ 5,279.29
Ciccarelli, Robert S	\$ 4,028.19
Edwards, Nicholas S	\$ 4,121.39
Fredericksen, Brandon L	\$ 5,462.03
Funke, Danny J	\$ 2,700.36
Grant, Zachary L	\$ 6,868.80
Gruse, Richard	\$ 3,218.44
Harvey, Dale A	\$ 5,488.34
Herzog, Rodney	\$ 1,746.05
Horton Hayden, William N	\$ 2,080.35
Huntzinger, Brian D	\$ 5,035.49
Ledoux, Gattlin	\$ 2,806.90
Lower, Robert	\$ 3,924.31
MacKay, Brooke	\$ 4,122.92
Monk, Harry	\$ 3,327.92
Monley, Lucas	\$ 4,778.93
Neuhalfen, Scott J	\$ 4,019.61

Name	Gross Pay
Nissen, Jacob	\$ 2,800.40
Oberdick, Wilfred	\$ 4,120.24
Oswalt, Matthew	\$ 4,433.68
Pedersen, Zachary	\$ 2,575.40
Peoples, Patrick Darell	\$ 1,813.40
Plemel, Jackson T	\$ 2,814.32
Rutherford, Robert Hart	\$ 3,223.72
Sanchez, David L	\$ 3,554.55
Scofield, Garrett D	\$ 6,338.93
Skinner, Lehmann	\$ 4,555.94
Tallman, Abigail R	\$ 2,669.21
Torres, Diego Enrique	\$ 2,876.52
Velimirovich, Milos M	\$ 2,844.80
Vind, Roger T	\$ 5,296.45
Votava, Jon Jared	\$ 3,064.61
Wood, Justin G	\$ 5,221.16
Totals for Department Street Department	
Total	\$ 138,919.25

Department: Traffic	
Name	Gross Pay
Behrens, Jeffrey W	\$ 6,074.06
Bieger, Michael	\$ 3,368.74
Degenstein, Joseph	\$ 4,736.88
Derr, Nathan P	\$ 4,329.15
Joersz, Stephen	\$ 9,138.34
Rodman, David F	\$ 6,959.70
Steen, Jeffery	\$ 1,720.50
Totals for Department Traffic	
Total	\$ 36,327.37

Department: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	\$ 673.32
Billings, Douglas E	\$ 3,641.01
Cutaiar, Joseph	\$ 6,069.38
Hochsprung, Kory	\$ 4,168.04
Horinka, Brian L	\$ 8,798.18
Newbury, Tina M	\$ 4,250.91
Nies, Jessi	\$ 3,170.71
Olson, Sheri	\$ 3,484.59
Robinson, Nicole	\$ 3,368.64
Schalesky, Marty	\$ 3,300.19
Shekleton, Michael	\$ 4,243.98

Name	Gross Pay
Sigurdson, Debbie	\$ 4,735.91
Stacy, Brent Allen	\$ 3,162.63
Totals for Department Transit/Bus	
Total	\$ 53,067.49

Department: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 4,343.56
Dutenhafer, Miranda S	\$ 5,275.38
Grilley, Jamie N	\$ 3,385.59
Totals for Department Utility Billing	
Total	\$ 13,004.53

Department: Water Distribution	
Name	Gross Pay
Bergrude, Carson	\$ 3,433.09
Brandt, Kelly G	\$ 6,117.55
Burckhard, Terry	\$ 3,448.87
Burnley, Cory	\$ 3,218.44
Christianson, Kurt A	\$ 5,377.03
Finken, Chad G	\$ 5,651.36
Gable, Joseph shane	\$ 345.64
Hudson, Kasey L	\$ 5,298.98
Kelly, Kevin J	\$ 5,389.90
Knoop, Scot M	\$ 5,144.63
Lockyer, Cody M	\$ 4,334.28
Opperude, Darin B	\$ 3,563.36
Randash, Brian K	\$ 6,201.13
Reisenauer, Rick	\$ 4,368.59
Reynolds, John E	\$ 7,637.25
Rieke, Dustin B	\$ 5,861.35
Robinson, Derek	\$ 5,006.34
Rockwell, Nicholas paul	\$ 3,234.00
Schnase, Cyndi J	\$ 4,896.20
Sloboden, Jacob	\$ 3,551.91
Westergaard, Steve B	\$ 6,369.87
Wiggins, Kaitlynn	\$ 3,552.35
Totals for Department Water Distribution	
Total	\$ 102,002.12

Department: Water Treatment Plant	
Name	Gross Pay
Andrysiak, Richard J	\$ 4,776.85

Name	Gross Pay
Dinsmoore, Marissa R	\$ 3,561.60
Fjeld, Debra A	\$ 1,076.80
Haider, Mark A	\$ 5,553.10
Hall, Steven M	\$ 1,338.61
Herd, Peter J	\$ 3,713.53
Kittelson, Collin	\$ 4,442.48
Kopp, Timothy J	\$ 5,022.88
Lopez, Ryan	\$ 4,113.13
O'Keefe, Kevin	\$ 4,901.88
Paddock, Mark A	\$ 8,455.82
Parton, Janet L	\$ 5,302.17
Pederson, Robert A	\$ 5,541.79
Plesuk, Sara Dawn	\$ 3,223.34
Racine, Riley	\$ 3,218.44
Reimche, Keith R	\$ 5,441.83
Rensland, Brandon T	\$ 5,673.74
Seifert, Justin R	\$ 6,621.30
Sims, Aaron	\$ 3,229.02
Solberg, Stuart	\$ 1,078.07
Walker, James Alonso	\$ 4,138.16
Totals for Department Water Treatment Plant	
Total	\$ 90,424.54
Grand Totals	
Total	\$ 2,536,630.19



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: August 5, 2024

SUBJECT: ALCOHOLIC BEVERAGE LICENSE - BASECAMP INDIAN KITCHEN

I. RECOMMENDED ACTION

It is recommended City Council approve the Specialty Restaurant Beer and Wine license for the Basecamp Indian Kitchen at 1425 24th Ave SW for the period of August 5, 2024 through December 31, 2024.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations
Safe and Welcoming

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The business would not be able to sell alcoholic beverages until the license is approved.



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: August 5, 2024

SUBJECT: ALCOHOLIC BEVERAGE LICENSE - INDIA CLAY OVEN BAR/GRILL

I. RECOMMENDED ACTION

It is recommended City Council approve the Supper Club license for the India Clay Oven Bar/Grill at 1412 2nd Ave SW for the period of August 5, 2024 through December 31, 2024.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations
Safe and Welcoming

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The business would not be able to sell alcoholic beverages until the license is approved.



TO: Mayor Ross
Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: August 5, 2024

SUBJECT: POTENTIAL SALE OF CITY LAND – 20TH AVE SE OUTLOTS (4876)

I. RECOMMENDED ACTION

1. It is recommended City Council approve the sale of the City owned land described as:

- a. OUTLOTS SEC 25-155-83 OUTLOT 33 SWSE
- b. OUTLOTS SEC 36-155-83 OUTLOT 12 NENE;

2. Approve the terms of the Purchase Agreement;

3. Approve the Request for Bids; and

4. Authorize the Mayor to sign the Purchase Agreement and any other documents to complete the bid/auction and transfer of this parcel of land to the highest bidder.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Emily Huettl, Asst. City Engineer, 701-857-4132

III. DESCRIPTION

A. Background

The City of Minot currently owns two remnant outlot parcels adjacent to 20th Ave SE (see Exhibit B). The City was approached by an adjacent landowner who is interested in purchasing parcels in the area. City staff reviewed the parcels in the area and determined that the City has no current or future need or use for the parcels:

- 1. OUTLOTS SEC 25-155-83 OUTLOT 33 SWSE
- 2. OUTLOTS SEC 36-155-83 OUTLOT 12 NENE

Section 2-5.1 of the City's ordinance govern the sale, exchange, or donation of property by the City and provides:

"[t]he sale, exchange, or donation of city property, including the terms of such sale, exchange, or conditions on such donation, or the method of sale or

exchange if the terms thereof have not been established, must be pre-approved or ratified by the city council if the property is real estate or the property has an estimated market value in excess of five thousand dollars (\$5,000.00). This section shall supersede any state law to the contrary pertaining to the same subject matter. Cash or its equivalent shall not be considered property under this section."

B. Proposed Project

The sale of this land would be through a publicly advertised bidding process. The terms of the sale are outlined in the attached Purchase Agreement.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing – the City is responding to a request from the community, one that appears to potentially be a win-win situation.

B. Service/Delivery Impact:

Selling this land will have no negative impact on the City.

C. Fiscal Impact

Staff suggests a minimum bid price of \$1,000 to recoup costs associated with the legal advertisement and other bid administration. Per the Purchase Agreement, the buyer will pay for all title work, abstract creation, and other closing costs so that the City incurs no costs from this sale. Depending on the bids received, the City would generate a small amount of income from this sale and from future property tax collections.

VI. ALTERNATIVES

Council could choose not to sell the land.

BID FORM – 20TH Ave SE Outlots Land Sale

- 1) This Bid is submitted to the Seller:

City of Minot, North Dakota
PO Box 5006
Minot, ND 58702-5006

- 2) For the purchase of the following-described real property owned by the Seller:

OUTLOTS SEC 25-155-83 OUTLOT 33 SWSE and OUTLOTS SEC 36-155-83 OUTLOT 12 NENE, hereinafter
"Property"

- 3) The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Purchase Agreement with the Seller in accordance with the terms and conditions outlined in the Purchase Agreement and Quit Claim Deed attached hereto.
- 4) Bidder is aware that the Seller does not have an abstract of title for the property and the necessary title work to complete the sale and transfer of the Property will be at the cost of the Bidder, as indicated in the Purchase Agreement. The available deed information has been provided.
- 5) Basis of Bid
- a) The Seller has set a minimum bid price of \$1,000.
 - b) The Bidder submits a written Bid of \$_____. [insert dollar amount]
 - c) If there are multiple Bidders, at the Bid opening the top five bidders will be given the opportunity to verbally raise their bids in a live auction.
- 6) The following documents are to be submitted within the Bid envelope and made a condition of this Bid:
- a) Within the Bid envelope, the Bid Form and the Draft Purchase Agreement
 - b) In a separate envelope attached to the bid envelope, either 1) the entire bid amount or 2) a five (5) percent bidders bond. Cashier checks, bidder bond, or cash are acceptable.
- 7) The Bid envelope must be sealed and the face of the envelope shall be clearly marked "20th Ave SE Outlots Land Sale" with the name and phone number of Bidder.

BIDDER: _____ [Indicate correct name of bidding entity]

By: _____ [Signature]

_____ [Printed name]

Title: _____

Submittal Date: _____

Address for giving notices: _____

Telephone Number: _____

E-mail address: _____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the “Agreement”) is entered into on the **Enter day** day of **Choose a month**, **Choose the year** (the “Effective Date”), by and between the **City of Minot, Ward County, North Dakota (the “Seller”)**, whose address is 10 3rd Ave SW (PO Box 5006), Minot, ND 58702, and the **_____** (the “Buyer”) whose address is **_____**. Hereinafter, Buyer and Seller are referred to collectively as the “Parties.”

RECITALS

WHEREAS, Seller is the owner of real property (collectively referred to herein as the “Property”) described as:

OUTLOTS SEC 25-155-83 OUTLOT 33 SWSE and OUTLOTS SEC 36-155-83 OUTLOT 12 NENE

lying and being in the County of Ward, State of North Dakota, and included in the Plat on file with the Ward County Recorder’s Office as Document No. 2908838 and 2908839, copies of which is attached hereto as Exhibit A, and shown as Outlot 33 and Outlot 12 on the map attached hereto as Exhibit B.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to the terms and conditions contained in this agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Seller and Buyer, the Parties hereby agree as follows:

1. **Sale of Property.** Subject to the terms and provisions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title and interest in and to the Property, on the terms and conditions set forth in this Agreement. The Property shall

include, to the extent that Seller may legally transfer the same, all of the land described and/or shown in Exhibit B, attached hereto.

2. **Purchase Price.** The purchase price for the Property (the “Purchase Price”) shall be [REDACTED] (\$ [REDACTED]). The Purchase Price shall be paid to Sellers by Buyer on the Closing Date (as defined below), plus or minus all adjustments or credits as set forth herein.
3. **Time and Place of Closing.** Buyer and Seller agree that the Closing shall take place on the [REDACTED] day of [REDACTED], [REDACTED] (“Closing Date”). Closing will be held at [REDACTED]. Buyer and Seller further agree that time is of the essence.
 - a. **Closing Costs.** Except as otherwise provided herein, Buyer and Seller shall each pay their own legal fees related to this Agreement and the transaction contemplated herein. Buyer shall pay all other costs associated with Closing, including any costs to investigate the Property, such as the cost of any appraisals, architectural, engineering, credit, and environmental reports. Buyer shall reimburse Seller for any costs associated with recording the quitclaim deed at the Ward County Courthouse and updating the abstract of title, if any.
 - b. **Abstract of Title.** The Seller does not have an Abstract of Title to the Property. The Buyer is responsible for the cost of providing an updated abstract for the Property.
 - c. **Examination of Title.** The Buyer shall be responsible for conducting any examinations of title to the Property and pay any closing fees charged by the title company and title examination fees. If title to the Property is unmarketable or if there are easements, restrictive covenants, and mineral grants and reservations of record (or that will be of record prior to closing) not acceptable to Buyer as permitted encumbrances or if there are building zoning laws, ordinances or state and/or federal regulations that would hinder Buyer's intended use of the Property, the Buyer shall have 90 days in which to notify Seller about the unacceptable conditions in writing and provide the Seller with a reasonable opportunity to correct the title and make it marketable and/or address Buyer's concerns as to the acceptability of easements, restrictive covenants, and mineral grants and reservations of record and building and zoning laws, ordinances and state and federal regulations. If the title to said Property

cannot be made marketable or the concerns addressed to Buyer's satisfaction within said period of time or such further time as may be granted by the Buyer in writing, this contract shall be wholly void and unenforceable, and Buyer shall be refunded the Purchase Price within thirty (30) days of the Buyer's election to void this contract. Any election by the Buyer to void this contract due to title defects must be delivered to the Seller in writing and contain a clear explanation of the title defect.

- d. **Environmental.** Seller is not aware of any hazardous materials having been deposited or stored with the Property. If abatement of hazardous contaminants is warranted, in the discretion of the Buyer, the hazardous materials must be removed at the Buyer's expense. Buyer indemnifies the Seller for any liability arising from previous contamination of the Property.
4. **Closing and Possession.** Buyer shall be entitled to possession of the Property upon Closing. At the Closing, Seller will transfer ownership of the property to the Buyer by giving Buyer a duly executed quitclaim deed (the "Deed") acknowledged by Seller.
 - a. **Deed.** The quitclaim deed shall convey marketable title, subject to (A) local, state, and federal building and zoning laws, ordinances, regulations and restrictions relating to use or improvement of the Property; (B) any conditions, covenants, restrictions, limitations, terms, easements, and declarations of record; (C) taxes, general and/or special assessments or assessments for completed special improvements which have not been certified to the County Auditor for collection; (D) any reservations of any mineral rights; (E) utility and drainage easements; (F) covenants required by federal, state, or local authorities as a result of the acquisition of the property; and (G) any facts that a survey or personal inspection of the property will disclose.
 - b. **Mineral Reservation.** The quitclaim deed shall transfer only the surface estate of the Property to the Buyer, and the City shall specifically exclude and reserve unto itself any and all interest in and to all of the mineral rights of whatsoever nature or kind in, under, and that may be produced from the Property, including rights to any oil, gas, gravel, clay, scoria, sulphur, and all other minerals whether similar or dissimilar, and including the rights to any oil royalties, gas royalties, overriding royalty interests, working interests, royalties in casinghead gas and all other

royalties whatsoever. The City also reserves the right of ingress and egress to the Property for exploring for, drilling, mining, storing, and transporting any of the minerals reserved unto itself.

- c. **Prorations.** For purposes of calculating any prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to any income or expenses incurred therewith, for the entire day upon which the Closing occurs.
 - d. **Recorded Documents.** Buyer shall submit to the Ward County Recorder's Office the Deed and any other document to be recorded under the terms of this Agreement immediately upon receipt, or as soon as is practicable. After the documents are recorded, Buyer will ensure Seller receives copies of the recorded documents. Buyer agrees it will cover the cost to record the Deed and any other document to be recorded under the terms of this Agreement.
5. **Risk of Loss.** As the property is vacant land, it is highly unlikely that there will be substantial loss or damage to the Property between the date hereof and the Closing Date. However, if the Property should be destroyed or substantially damaged before the Closing Date by fire, vandalism, flood, hail, wind, earthquake, or other act of *force majeure*, this Purchase Agreement shall become null and void, at the Buyer's option.
6. **Personal Property and Fixtures.** The property is vacant land and there are no improvements or fixtures included.
7. **Physical Condition of the Property.** This property is being sold "as is" except as may be expressly represented herein, in the exhibits attached hereto and in the documents to be executed and delivered by Seller to Buyer at Closing. Seller does not make any claims or promises about the condition or value of any property included in this sale. Buyer makes this offer in full reliance upon his own independent investigation and judgment. There are no verbal agreements, which modify or affect this offer. The acceptance of a quit claim deed by Buyer shall be deemed to be the full performance of every obligation of the part of Seller. Seller shall make the Property available for all inspections and tests upon reasonable notice by Buyer.
- a. **Final Walk Through.** Seller grants Buyer and any representative of Buyer reasonable access to conduct a final walk through of the Property for the purpose

of determining that the Property is in substantially the same condition as the date this Agreement was signed.

- b. **Square Footage and/or Acreage.** Buyer is aware that any reference to the square footage and/or acreage of the Property is approximately, and if square footage and/or acreage is a material matter for the Buyer, it must be verified by the Buyer.
8. **Repair Limitation.** Seller is not obligated to and shall not make any improvements or repairs to the property prior to or after sale and transfer of title.
9. **Condition and Use of Property.** Seller makes no representation as to the condition of the property or that the premises comply with local, county, state, or federal ordinances and statutes.
10. **Property Lines.** The Seller does not have a survey for this property and makes no representation that all improvements are within its boundary lines or that no improvements on adjoining properties extend across the boundary lines of this property.
11. **Ownership.** The Seller agrees to transfer and the Buyer agrees to accept ownership of the property free of all claims and right of others.
12. **Taxes.** Seller shall pay real estate taxes on the Property up to the Closing Date and all unpaid taxes for prior years. Buyer shall be deemed to be in title to the Property for the entire Closing Date and shall be responsible for all real estate taxes on the Property on and after the Closing Date. Seller makes no representations concerning the amount of subsequent real estate taxes, which have not been certified for collection.
13. **Special Assessments.** The Seller shall pay the annual installment for any unpaid assessments against the property for work completed up to the Closing Date. Buyer assume on the Closing Date, the balance of any special assessments as of the Closing Date. shall be solely responsible for all annual installment payments on special assessments for work completed on or after the Closing Date. Seller makes no representations concerning the amount of subsequent special assessments, including but not limited to assessments for completed special improvements, which have not been certified for collection.
14. **Possession.** Buyer shall receive possession at Closing.
15. **Replatting.** If the Buyer owns other land adjacent to the Property, the Buyer shall be required to replatt all land within one year of the date of Closing.

TERMINATION AND DEFAULT

16. **Buyer Default.** If the sale contemplated by this Agreement is not consummated because of a default by Buyer in its obligation to purchase the Property in accordance with the terms of this Agreement after the Seller has performed all of its material obligations in accordance with this Agreement, then this Agreement shall terminate and Seller and Buyer shall have no further obligation to each other except those which survive termination of this Agreement.
17. **Seller Default.** If prior to Closing, Seller fails to perform any of its obligations or is otherwise in default hereunder, Buyer shall have the right to waive such failure and proceed to Closing with no reduction in Purchase Price, or terminate this Agreement by delivering a notice of termination to Seller.

MISCELLANEOUS

18. **Complete and Entire Agreement.** This Agreement and any Addenda or Amendments signed by the Parties, is the entire and only agreement between the Parties with respect to the sale and purchase of the Property. All Exhibits attached hereto are considered a part of this Agreement and are incorporated herein by reference. This Agreement supersedes, replaces, and cancels any previous agreements between Buyer and Seller with respect to the sale and purchase of the Property. This Agreement may be amended or modified only by an agreement in writing signed by both Buyer and Seller.
19. **Binding on Successors and Assigns.** This contract is binding upon Buyer and Seller and all their heirs, successors and assigns.
20. **Waiver.** The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.
21. **Governing Law and Venue.** The Parties agree that this Agreement shall be governed by and construed under the laws of the State of North Dakota, and that any legal action to

enforce, interpret, or otherwise shall be filed in a District Court located in Ward County, North Dakota.

- a. **Attorneys' Fees.** In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including, without limitation, reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial, or appellate level. The prevailing party shall be determined by the Court based upon an assessment of which party's major arguments or position prevailed.
22. **Calculating Time.** If the time for performance of any obligation hereunder expires on typical Business Day, the time for performance shall be extended to the next Business Day. For purposes of this Agreement, a "Business Day" shall be defined as any time from 8:00 a.m. through 4:30 p.m. on a Monday, Tuesday, Wednesday, Thursday, or Friday, excluding Federally recognized holidays or days closed due to events or effects that can neither be anticipated nor controlled such as floods, earthquakes, riots, strikes, or other acts of *force majeure*. Any reference to "day" or "Days" in this Agreement shall be construed as Business Days.
23. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. Signatures transmitted by e-mail or facsimile shall be treated as original signatures for all purposes of this Agreement.
24. **Survival.** The obligations and covenants of this Purchase Agreement shall survive the closing of the sale and any transfer of title to the property to the Buyer.
25. **Notices.** All notices under this contract must be in writing. The notices must be delivered personally or by certified mail, return receipt requested to the other party at the address written in this contract. Service of any notices to a party's attorney shall be deemed as notice to the party.
26. **Modification of Agreement.** No modification of this Agreement, including all amendments and waivers, shall be deemed effective unless in writing and signed by the party against whom enforcement is sought and specifying with particularity the extent and

nature of such modification. Any waiver by either Party of any default shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise in this agreement, nothing herein shall limit the remedies and rights of the Parties to this Agreement.

27. **Further Instruments.** Each Party agrees that it will promptly execute any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.
28. **Assignability.** This agreement shall not be assignable by the Buyer without the Seller's written consent.
29. **Descriptive Headings; Word Meaning.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
30. **Severability.** The Parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Agreement is found by a court of law to be in violation of any applicable local, state or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest extent possible, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement on the date first written above, and the Buyer hereby agrees to purchase the Property described in this Agreement from the Seller pursuant to the terms and conditions set forth herein.

_____(BUYER):

By: _____ Date: _____

Title: _____

CITY OF MINOT (SELLER):

By: _____ Date: _____

Title: _____

ATTEST: _____ Date: _____

Title: _____

STATE	PROJECT NUMBER
ND	S-4-989(055)056

OUTLOT 13, NW1/4NE1/4, SEC. 36-155-83
OWNER
CITY OF MINOT, NORTH DAKOTA

BEING A PORTION OF 20TH AVENUE SOUTHEAST RIGHT OF WAY IN THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA; THENCE N 89°43'37.3"W, ALONG THE SOUTH BOUNDARY OF SECTION 25, A DISTANCE OF 1893.84 FEET TO THE POINT OF BEGINNING; THENCE S 88°59'30.3"W, A DISTANCE OF 404.94 FEET; THENCE N 00°04'09.6"W, A DISTANCE OF 23.18 FEET; THENCE S 89°43'37.3"E, A DISTANCE OF 404.42 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 4688.77 SQ.FT. OR 0.11 ACRES.

OUTLOT 12, NW1/4NE1/4, SEC. 36-155-83
OWNER
CITY OF MINOT, NORTH DAKOTA

BEING A PORTION OF 20TH AVENUE SOUTHEAST RIGHT OF WAY IN THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA; THENCE N 89°43'37.3"W, ALONG THE SOUTH BOUNDARY OF SECTION 25, A DISTANCE OF 2288.26 FEET TO THE POINT OF BEGINNING; THENCE S 00°04'09.6"E, A DISTANCE OF 23.18 FEET; THENCE S 88°59'30.3"W, A DISTANCE OF 235.38 FEET; THENCE N 00°04'38.7"W, A DISTANCE OF 36.65 FEET; THENCE S 89°43'37.3"E, A DISTANCE OF 235.08 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 7031.82 SQ.FT. OR 0.16 ACRES.

OUTLOT 34, SE1/4, SEC. 25-155-83
OWNER
CITY OF MINOT, NORTH DAKOTA

BEING A PORTION OF 20TH AVENUE SOUTHEAST RIGHT OF WAY IN THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA; THENCE N 89°43'37.3"W, ALONG THE SOUTH BOUNDARY OF SECTION 25, A DISTANCE OF 1893.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°43'37.3"W, A DISTANCE OF 404.42 FEET; THENCE N 00°04'09.6"W, A DISTANCE OF 59.24 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 39.57 FEET, SAID CURVE HAVING A RADIUS OF 819.13 FEET AND A CHORD OF 39.56 FEET WHICH BEARS N 60°28'18.2"E; THENCE N 65°04'20.6"E, A DISTANCE OF 2.00 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 271.58 FEET, SAID CURVE HAVING A RADIUS OF 712.00 FEET AND A CHORD OF 269.93 FEET WHICH BEARS N 75°59'58.1"E; THENCE N 89°55'35.7"E, A DISTANCE OF 935.75 FEET; THENCE S 68°20'20.1"W, A DISTANCE OF 468.95 FEET; THENCE S 89°59'30.3"W, A DISTANCE OF 297.60 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 125328.30 SQ.FT. OR 2.88 ACRES.

OUTLOT 33, SW1/4SE1/4, SEC. 25-155-83
OWNER
CITY OF MINOT, NORTH DAKOTA

BEING A PORTION OF 20TH AVENUE SOUTHEAST RIGHT OF WAY IN THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA; THENCE N 89°43'37.3"W, ALONG THE SOUTH BOUNDARY OF SECTION 25, A DISTANCE OF 2288.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°43'37.3"W, A DISTANCE OF 235.08 FEET; THENCE N 00°04'38.7"W, A DISTANCE OF 1.03 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 242.73 FEET, SAID CURVE HAVING A RADIUS OF 819.13 FEET AND A CHORD OF 241.84 FEET WHICH BEARS N 78°20'39.8"E; THENCE S 00°04'09.6"E, A DISTANCE OF 59.24 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5635.16 SQ.FT. OR 0.13 ACRES.

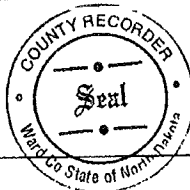
TRANSFER ACCEPTED THIS 24th
DAY OF April 2010
Sheila K. Dalen
Auditor, Ward County, ND



ACKERMAN SURVEYING
& ASSOCIATES
(701) 836-0786
6008 HWY 2 EAST, MINOT, N.D. 58701

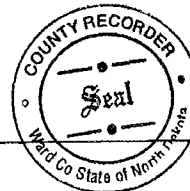
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Page: 2 of 2
04/08/2010 02:46P
WARD COUNTY RECORD OTL 13.00 Ward County, ND

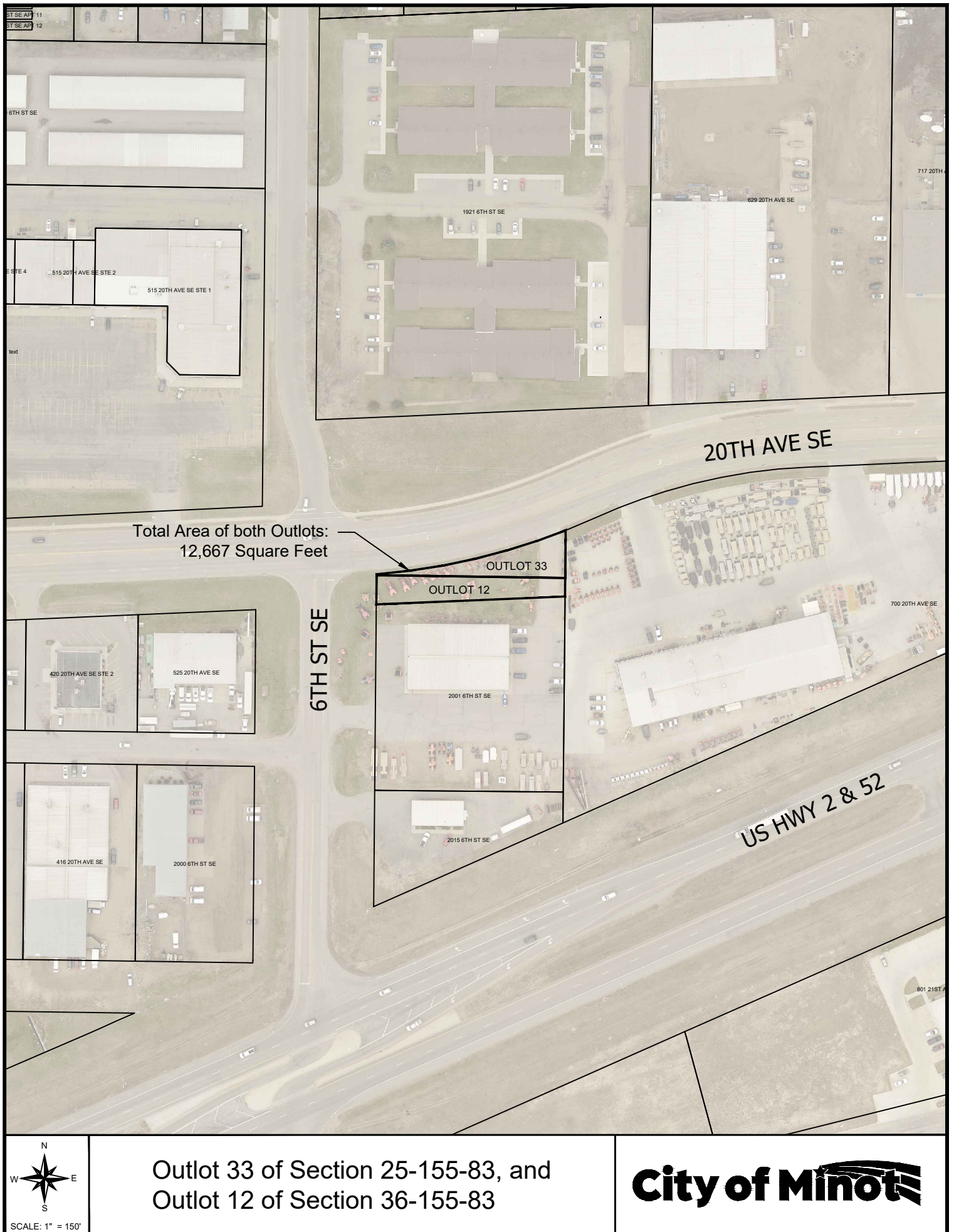
RECORDER'S OFFICE, WARD COUNTY, ND 04/08/2010 02:46PM
I certify that this instrument was filed for record this date.
Sheila K. Dalen, County Recorder
by *Sheila K. Dalen* 2908838



2908839
Page: 2 of 2
04/08/2010 03:05P
WARD COUNTY RECORD ROW 0.00 Ward County, ND

RECORDER'S OFFICE, WARD COUNTY, ND 04/08/2010 03:05PM
I certify that this instrument was filed for record this date.
Sheila K. Dalen, County Recorder
by *Sheila K. Dalen* 2908839





City of Minot Request for Sealed Bids

The City of Minot, North Dakota is requesting sealed bids for the sale of City owned land legally described as: OUTLOTS SEC 25-155-83 OUTLOT 33 SWSE and OUTLOTS SEC 36-155-83 OUTLOT 12 NENE

The land is unaddressed. It is generally located in the southeast quadrant of the intersection of 20th Ave SE and 6th St SE.

Each bid must include either 1) the entire bid amount or 2) a five (5) percent bidders bond, in a separate envelope attached to the bid envelope. Cashier checks, bidders bond, or cash are acceptable. Any outstanding balance must be paid within five (5) days of highest bid award.

All envelopes must be sealed and the face of the envelope shall be clearly marked "20th Ave SE Outlots Land Sale" with the name and phone number of bidder. All bids must be submitted as follows:

Attn: City Clerk
City of Minot
P.O. Box 5006
Minot, ND 58702

Or hand delivered to: 10 3rd Ave SW
City Clerk – Third Floor
Minot, ND 58701

Bids will be opened on September 3, 2024 at 11:00 a.m. in the City Council Chambers at City Hall (10 3rd Ave SW, Minot, North Dakota). Any bids received after the deadline will be returned unopened.

If multiple Bids are received, at the Bid opening the top five bidders will be given the opportunity to verbally raise their bids in a live auction.

The City of Minot reserves, to itself, the right to reject any or all bids for any or no reason.

For a Bid Form and other documents necessary to submit a bid, please contact engineer@minotnd.gov or 857-4100.

Run ad August 9, 16, 23



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: August 5, 2024

**SUBJECT: 2025 WASHINGTON SAFE ROUTES TO SCHOOL - EASEMENT
ACQUISITION TASK ORDER**

I. RECOMMENDED ACTION

It is recommended City Council approve the attached Task Order 1 with Moore Engineering and authorize the Mayor to sign the Task Order.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Jesse Hoffart, Project Manager, 701-857-4117

III. DESCRIPTION

A. Background

The 2025 Washington Safe Routes to School (SRTS) project is currently in design. For SRTS projects, the Engineering department typically seeks to acquire temporary easements at all the properties affected by the project.

These temporary easements will aid the contractor in building the project and help to blend the grades between the new sidewalk and the existing topography.

B. Proposed Project

Staff have developed a scope and fee with Moore Engineering to obtain the 28 temporary easements for the project. Staff and Moore Engineering will process the temporary easements per the NDDOT requirements.

C. Recommendation Detail

Moore Engineering was selected from a pool of consultants who responded to the City's Pavement Maintenance solicitation which included easement acquisition services for City projects.

IV. IMPACT

A. Aspirations

Excellent and Connected – These easements are being acquired in an effort to make constructing the new sidewalk as easy as possible for adjacent homeowners.

B. Service/Delivery Impact:

The proposed 2025 Washington SRTS project will improve the ability for students to walk and bike to school. It will also allow a safe route for non-drivers and individuals with disabilities, as the proposed project will fill in a critical spatial sidewalk gap in the Washington Elementary School area.

C. Fiscal Impact

Funds for this scope of work will come from 2024 budgeted street improvement funds.

Project Costs

Task Order 1 Fee: \$35,060.00

Project Funding

2024 Street Improvement Funding

VI. ALTERNATIVES

Alternative 1: Council could choose not to approve the task order. Staff would then have to acquire the easements, which would add a significant workload to the department.

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 1,
consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 1, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: July 15, 2024
- b. Owner: City of Minot, ND
- c. Engineer: Moore Engineering Inc.
- d. Specific Project (title): Minot Pavement Maintenance Consulting RFQ Proj. No. 4782
- e. Specific Project (description): 2025 Washinton SRTS Easement Acquisition

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Other Services

Engineer shall also provide the following services: None.
- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: Provide Exhibits for Easements of 28 properties. Provide list of properties requiring easements (Owner has already provided a draft list of properties requiring easements via email) Owner shall provide all survey required for easement exhibits.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Owner	Provide List of Properties needing Easements, along with Exhibits for easements.	
Engineer	Prepare Easement packets and mail to property owners.	Within 21 days of the receipt of Final Exhibits from Owner
Engineer	Meet with Property owners upon request to review Easement packets.	Upon request from Property Owner.
Engineer	Furnish Owner 1 copy of fully executed easements for each property. (if owner chooses to sign)	On or before November29, 2024

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$35,060	Hourly
TOTAL COMPENSATION (line 1.a)	\$35,060	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: Exhibit A.

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is July 1, 2024.

OWNER:

By: _____

Print Name: Thomas Ross

Title: Mayor

ENGINEER:

By: 

Print Name: Jerod Klabunde

Title: Project Manager Group Leader

Engineer License or Firm's
Certificate No. (if required): 011C
State of: ND

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Lance Meyer, PE

Title: City Engineer

Address: City of Minot Attn: City Clerk
PO Box 5006
Minot, ND 58702-5006

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jesse Berg, PE

Title: Project Manager

Address: 2080 36th Ave Southwest; Suite 215
Minot, ND 58703

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

Page 3

Page 148 of 416

E-Mail
Address: lance.meyer@minotnd.gov

Phone: 701-857-4100

E-Mail
Address: jesse.berg@mooreengineeringinc.com

Phone: 701-340-7269

Task Order Form

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and American Society of Civil Engineers. All rights reserved.**

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Easement Acquisition

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including specific properties requiring easements.
 2. Obtain title work for the proposed properties to verify ownership.
 3. Prepare Easement Packet per NDDOT (North Dakota Department of Transportation) requirements utilizing NDDOT LPA (Local Public Agency) forms for each property totaling 28 properties.
 4. Mail Easement Packets to property owners to be signed. Estimated to be 28 properties.
 5. Work with property owners to gain access for temporary easements needed for project.
 - a. Meet with property owners upon request.
 - b. Correspond with property owners via email, mail, and phone as needed.
 6. Provide Owner with copy of signed Easement Packets.
 7. Task order does not include any survey, platting, drafting, or appraisals for any of the 28 properties.
- B. Other Services:** Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- C. Advance Written Authorization Required:** During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements

and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
5. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
6. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
7. Furnishing services of Consultants for other than Basic Services.
8. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
9. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

11. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
12. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
13. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
14. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
15. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
16. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
17. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
18. Preparation of operation, maintenance, and staffing manuals.
19. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
20. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
21. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
22. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
23. Overtime work requiring higher than regular rates.
24. Providing construction surveys and staking to enable Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
25. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
26. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

27. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 28. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- D. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: August 5, 2024

**SUBJECT: EXTENSION OF STRUCTURE DEMOLITION/SITE RESTORATION
CONTRACT - 309 1ST AVE NE**

I. RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the extension of the contract award with Dig It Up Backhoe Services.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553

III. DESCRIPTION

A. Background

The City of Minot awarded a contract to Dig It Up Backhoe Services at the 4/15/2024 council meeting for the structure demolition and site restoration of the structure at 309 1St Ave NE, Minot, ND 58701. The original date of this contract was set to expire on June 30, 2024.. The City is currently using this facility for storage. There has been a delay in the relocation of vehicles and materials. The lowest base bid came in at \$32,400, which was \$24,600 lower than the engineer's estimate of \$57,000

B. Proposed Project

The property the structure is located on is needed to continue the development of flood protection for the City of Minot. Dig it Up Backhoe Services will demolish and remove the structure and restore the site to be used for construction.

C. Recommendation Detail

The new date for this to be completed is no later than September 30, 2024. There is no change to the dollar amount being paid.

IV. IMPACT

A. Aspirations

Approval of this extension achieves the City Council aspiration of being resilient and prepared.

B. Service/Delivery Impact:

Continues to focus on maximizing the use of State Water Commission funds as efficiently as effectively as possible through the bidding process.

C. Fiscal Impact

Project Costs

The contract awarded was for \$32,400

Project Funding

State Water Commission matching funds will be used to cover the full contract amount.

VI. ALTERNATIVES

1. Council can reject the extension and re-bid the contract. This would delay the demolition and bids could come in higher than the original bid.



CDM Smith Disaster Recovery Services Office

SECTION 00 53 00

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of June, 2024, by and between the City of Minot, a municipal corporation in the County of Ward and the State of North Dakota, hereinafter referred to as the CITY; and, Dig It Up Backhoe Service, Inc. hereinafter referred to as the CONTRACTOR, WITNESSETH:

THAT WHEREAS, the City Council of the City of Minot called for bids for:

309 1ST Ave NE STRUCTURE DEMOLITION AND SITE RESTORATION, #3755.22

WHEREAS, the CITY purchased properties that were inundated during the 2011 Souris River Flood, and such properties were purchased with State of North Dakota funds, Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds, and Department of Housing and Urban Development National Disaster Resilience (NDR) funds.

WHEREAS, the CITY intends to demolish and dispose of the structures on this property and restore the site in accordance with HUD regulatory requirements.

WHEREAS, the CITY has conducted a competitive sealed bids process to select a contractor to conduct the demolition and site restoration work.

WHEREAS, on the 20th day of May, 2024, the City Council, being in session, did determine that Dig It Up Backhoe Service, Inc. was the lowest responsible bidder for the work herein specified and the City Council authorized and directed the Mayor and the City Clerk of the City of Minot to enter into a Contract with the CONTRACTOR for the completion of such work.

NOW, THEREFORE, the CONTRACTOR, in consideration of the premises and the agreements of the CITY, hereinafter set forth, does hereby agree to complete the work herein specified in accordance with the Contract Documents duly approved by the City Council and on file in the office of the City Clerk of the City of Minot, a copy of which the CONTRACTOR acknowledges to having received, and to complete such work herein provided in accordance also with its Bid and offer, which is as follows, to wit:





CDM Smith Disaster Recovery Services Office

The CONTRACTOR further agrees to complete said work under the direction and supervision and subject to the approval of the City Program Administrator, or Program Administrator in charge of the project if consulting Program Administrators have been retained for this project.

The CONTRACTOR further agrees that the City Council of the CITY does hereby reserve the right, in case of improper work under this contract, to suspend work thereon at any time, and to re-let said Contract or to order rework of said work or any part thereof improperly done, and that any additional cost occasioned thereby shall be deducted from the amount that would otherwise have been due to the CONTRACTOR under his said Contract herein, and shall be charged against him. The CONTRACTOR further agrees that the work shall be completed no later than June 30, 2024 or any time extensions granted. This Contract shall be subject to liquidated damages of \$250.00 per property per day, per Part 26 of the General Conditions, charged against the contractor for each day past the completion date stated in the Contract or as amended by change order.

It is further understood and agreed by and between the CITY and the CONTRACTOR that the said Contract Documents herein referred to on file in the office of the City Clerk of the City of Minot, shall be considered to be and are hereby made a part of the Contract as fully and completely as though written herein at length and the CONTRACTOR acknowledges that he is fully informed as to the contents of the said Contract Documents herein referred to.

Final acceptance shall be deemed to be the date on which the City Council approves final payment.

It is further understood and agreed that upon the CONTRACTOR performing the work designated in this Contract, within the time therein provided, that the City Council of the CITY will from time to time, at its discretion, as the work progresses, pay to the CONTRACTOR upon the estimates made by the City Program Administrator of the amount already earned under this Contract on the said work, ninety percent (90%) of the amount shown by such estimate to have been earned in current funds from the \$32,400.00 (amount of bid) and upon the full completion, and the approval of the same by the City Program Administrator of the City of Minot, and the City Manager, the CITY will pay the balance due therefore at the prices set forth in the Bid Schedule, hereinbefore recited in the manner hereinbefore set forth.

It is further understood and agreed that all of the work under this Contract shall be paid for only in current funds from the funds above mentioned, and the CITY shall in no case be liable





CDM Smith Disaster Recovery Services Office

on this or any other Contract for the completion of such work for any sum whatsoever to be paid by money raised by general taxation and that the CITY assumes and incurs no general liability under this contract.

The CONTRACTOR further undertakes and agrees that he will protect, indemnify and save harmless the CITY from any and all damages and liability whatsoever, on account of any accident or injury which may occur or be caused directly or indirectly to any one on account of the completion of said work by CONTRACTOR or by any excavations or obstructions which may be placed in the project area by the CONTRACTOR in connection with the work or otherwise. The CONTRACTOR further agrees to pay all taxes applicable to this work hereunder, keep all employees fully covered by Workers' Compensation Insurance, and pay all premiums promptly when due.

IN WITNESS WHEREOF, the CITY has caused this Contract to be executed by the Mayor in its name and countersigned and attested to by its City Clerk, and its corporate seal to be hereunto affixed, and the CONTRACTOR has hereunto caused this Contract to be executed by its officers thereunto duly authorized.

ATTEST:



CITY OF MINOT


Tom Ross, Mayor


Mikayla McWilliams, City Clerk

ATTEST:




CONTRACTOR





1600 2nd Avenue SW, Suite 27
Minot, ND 58703
tel: 701 837-5813

August 1, 2024

Chris Plank, NDR Grant Manager
City of Minot
10 3rd Ave SW
Minot, ND 58701

Subject: 309 1st Ave NE Structure Demolition and Site Restoration Project #3755.22
Minot, North Dakota
CDM Smith PN: 117508-114629
Change Order No. 1

Dear Mr. Plank:

Attached please find Change Order No. 1 for a contract extension for the above-mentioned project.

The agreement for this project was executed on June 3, 2024, while the property was still occupied by the City of Minot. The property was anticipated to be vacated in early June which would allow the contractor to complete the project by the original contract end date of June 30, 2024. The property has not yet been vacated and is now expected to be vacated in August. Due to the property not being vacated by the original end date, an additional 92 days should be added to the contract time so the contractor can start and complete the project. With this change order, the new contract end date for Dig It Up Backhoe Service will be September 30, 2024. All other terms and conditions of the original contract are to remain valid and enforceable.

I have reviewed the change order and recommend approval by the City. Should you have any questions or need further assistance regarding this matter, please contact me at 701-837-5813.

Sincerely,

A handwritten signature in blue ink, reading "Justin Redding".

Justin Redding
CDM Smith Inc.

cc: Field Copy
Attachment

CHANGE ORDER

No. One

PROJECT: 309 1st Ave NE Structure Demolition and Site Restoration Project #3755.22

DATE OF ISSUANCE: August 1, 2024

CONTRACTOR: Dig It Up Backhoe Services, Inc

CONTRACT FOR: City of Minot

ENGINEER: CDM Smith Inc.

ENGINEER's Project No. 117508-114629

You are directed to make the following changes in the Contract Documents:

Description: A contract extension of 92 days to the current contract duration.

Purpose of Change Order: This change order is for a time extension of 92 days and is necessary so that the contractor can complete all required work by September 30, 2024.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price

Original Contract Time

\$ 32,400.00

27
days

Previous Change Orders

Net change from Change Orders

\$ 0

0
days

Contract Price Prior to this Change Order

Contract Time Prior to this Change Order

\$ 32,400.00

27
days

Net Increase of this Change Order

\$ 0

Net Increase of this Change Order

92
days

Contract Price with all approved Change Orders

\$ 32,400.00

Contract Time with all approved Change Orders

119
days

This change order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct or general overhead, acceleration, material or other escalation which includes wages, and other impact costs. Additionally, this change order does not change the original contract price.

RECOMMENDED:

by _____
Engineer

Date

APPROVED:

by _____
Owner

Date

APPROVED:

by _____
Contractor

Date



TO: Mayor Ross
Members of the City Council

FROM: John Klug, Chief of Police

DATE: August 5, 2024

**SUBJECT: REQUEST TO USE SEIZURE FUNDS FOR CORDICO WELLNESS APP
FOR POLICE DEPARTMENT**

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the requested expenditure of seizure funds;**
- 2. Approve the budget amendment on first reading for the Police Department for the proposed services through Lexipol; and**
- 3. Authorize the Mayor to sign the agreement.**

II. DEPARTMENT CONTACT PERSONS

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

Justin Sundheim, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

Working in law enforcement includes high-stress situations which sometimes impact employees for many years. The police department has always looked for ways to help their employees, and after losing an officer to suicide in December 2022, we have made this effort a priority. Our hope is to use the app as a tool to help officers connect with the most fitting resources available in their time of need. This app is not a replacement for any other options provided by the City or for our Wellness Team.

B. Proposed Project

The setup and implementation of the app will be constantly refined to provide police employees with the most up-to-date information on resources available. This expense was not planned, but we believe it is an important step forward for our employees. It is proposed to use \$14,798.77 of seizure funds to pay for the app from September 1, 2024, through December 31, 2025.

C. Recommendation Detail

Lexipol, who specializes in risk management and policy, developed the Cordico app to assist departments with their efforts to focus on wellness. Lexipol is already used by the police department for policy updates, management, and training.

IV. IMPACT

A. Aspirations

Resilient & Prepared
Excellent & Connected
Safe & Welcoming

B. Service/Delivery Impact:

Implementing an app designed for police officers to access resources needed to help reduce stress. Having a system in place to manage stress will ultimately provide overall employee wellness, which will help maintain happiness that will keep police interactions within our community more controlled and professional.

C. Fiscal Impact

The cost for this item was not in the 2024 budget, and also not in the proposed 2025 budget for the police department. If the expenditure of funds from our seizure account is approved, the budget will be amended to reflect the transfer of the outlined funds into our budget for use on this application.

Project Costs

2024 = \$ 3,999.67

2025 = \$10,799.10

Total Cost = \$14,798.77

Project Funding

Local Seizure Fund Account

VI. ALTERNATIVES

1. Council could deny the expenditure of the money from the local seizure fund account in its entirety, and direct staff to find another source of funding for the project.
2. Council could approve funding from the local seizure fund account for the 2024 portion of the project and direct staff to add the funding for the 2025 portion to the 2025 budget proposal.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT EXPENDITURES FOR THE CORDICO APP, USING NON-
FEDERAL ASSET FORFEITURE FUNDS.**

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

§1: Amend the 2024 annual budget to increase the police department expenditures for the Cordico app, using non-federal asset forfeiture funds:

10021000-44350	2021210001	\$14,799
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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

RESOLUTION NO. 3743.1

ESTABLISHING APPLICATION AND APPROVAL PROCESS AND ELIGIBILITY CRITERIA FOR CIVIL ASSET FORFEITURE

WHEREAS, the 66th Legislative Assembly created new requirements for civil asset forfeitures (HB1286), codified in North Dakota Century Code Ch. 19-03.1; and

WHEREAS, in accordance with the statute, the seized funds are maintained by the Ward County Narcotics Task Force, overseen by the North Dakota Bureau of Criminal Investigations, whereby seized assets are segregated until the civil asset forfeiture proceeding is completed and judgement of forfeiture is entered by the court; and

WHEREAS, the City of Minot entered into a Memorandum of Understanding (MOU) in May 2020 with participating agencies with the purpose of maintaining an equitable distribution of assets seized and forfeited by local law enforcement agencies; and

WHEREAS, civil asset forfeiture proceedings as separate from the related criminal action and pursuant to the MOU will be prosecuted by the Ward County State's Attorney's office, to be proven by clear and convincing evidence; and

WHEREAS, upon receipt of a civil asset forfeiture judgement, the State's Attorney will advise the Ward County Narcotics Task Force of the availability of the forfeited proceeds; and

WHEREAS, in accordance with N.D. Century Code § 19-03.1-26.6 (3) the City Council of the City of Minot shall establish an application and approval process, and further establish eligibility criteria to be met by the Minot Police Department in order to appropriate funds from the City of Minot civil asset forfeiture fund in accordance therewith.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL,

1. The Chief of Police of the Minot Police Department shall make a written request to the City Council for an appropriation from the civil asset forfeiture fund maintained by the City of Minot in accordance with N.D. Century Code § 19-03.1-36.6 (2).
2. The Chief of Police shall affirmatively state the following:
 - (a) The amount requested from the civil asset forfeiture fund;
 - (b) The proposed timeline for the use of the requested funds;
 - (c) The Chief of Police designee as the direct contact for the application, if other than the Chief of police; and
 - (d) The intended use of the appropriated funds, including the details to the extent available as to how the funds are to be used to further the law enforcement mission of the Minot Police Department and in furtherance of its efforts to reduce criminal activity.
3. The City Council may approve, deny, or request additional information relative to the application for an appropriation from the civil asset forfeiture fund.

4. The City Council hereby establishes the following eligibility criteria in accordance with N.D. Century Code § 19-03.1-36.6 (3):

- (a) Law Enforcement training;
- (b) Law Enforcement equipment;
- (c) Computer software and hardware;
- (d) Other electronics, technology, and law enforcement tools;
- (e) Uniform related items, including, but not limited to safety gear;
- (f) Vehicle acquisition and use in furtherance of the mission; or
- (g) Such other law enforcement needs as established with specificity in the application for consideration and approval by the City Council.

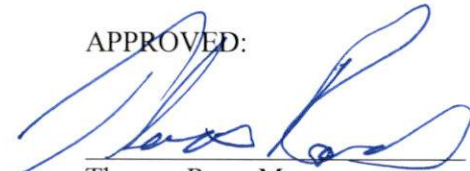
5. In the event the application is approved, the City Council hereby directs that the Minot Police Department shall follow all procurement procedures of the City of Minot and shall thereafter provide documentation of such expenditure to the City Finance Director or their designee.

Passed and adopted this 1st day of November, 2021.

ATTEST:


Mikayla McWilliams, City Clerk

APPROVED:


Thomas Ross, Mayor



MASTER SERVICE AGREEMENT

Agency's Name: Minot Police Department
Agency's Address: 515 2nd Ave SW
Minot, North Dakota 58701

Attention: Chief John Klug

Sales Rep: Raymond Jones
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Minot

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Cordico App Prorated 24

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Cordico Wellness App (Start: 9/1/2024 End: 12/31/2024)	USD 3,999.67		USD 0.00	USD 3,999.67
	Subscription Line Items Total			USD 0.00	USD 3,999.67
				USD 0.00	USD 3,999.67
Cordico App Prorated 24 TOTAL:					USD 3,999.67

Cordico App Annual
Subscription 25

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Cordico Wellness App (12 Months)	USD 11,999.00	10%	USD 1,199.90	USD 10,799.10
	Subscription Line Items Total			USD 1,199.90	USD 10,799.10
				USD 1,199.90	USD 10,799.10
Cordico App Annual Subscription 25 Discount:					USD 1,199.90
Cordico App Annual Subscription 25 TOTAL:					USD 10,799.10

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes
policy customer

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services (as defined herein) are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered by Lexipol to Agency.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, and Virtual Instructor-Led Training (collectively, the "Online Services").

5.2 Professional Services. Lexipol's Professional Services include certain paid Services that are not part of Lexipol's Online Services and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A.

5.3 Intellectual Property. Lexipol's Services, and the Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

5.4 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 Agency Data. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, “Confidential Information”). The receiving Party will: (a) limit disclosure of any such Confidential Information to authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Each Party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, or equivalent, provided that the disclosing Party promptly notifies, to the extent practicable, the other Party prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF OTHERS, ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. NOTWITHSTANDING THE FOREGOING, LEXIPOL’S SERVICES ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol’s acts or omissions in providing the Services. Each Party’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms.**

9.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party’s successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver.** Either party’s failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



TO: Mayor Ross
Members of the City Council

FROM: Zhaina Moy, Library Director

DATE: August 5, 2024

**SUBJECT: MINOT PUBLIC LIBRARY DIGITIZATION PROJECT 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 offerings for the community 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 \$22,386.04 from the Patrons of the Library group. These funds are earmarked for various items, most notably to continue the digitization of the Minot Daily News up to the 1990s and purchase supplies to enhance children's and adult programs. Supplies include new tables and chairs for the children's library to accommodate younger patrons, replacement iPads for patron use in the Makerspace, and items for the Chess Club. To support these items, the library must increase its donation revenue and allocate funds to the memorial expenditure line item, ensuring the net financial impact is zero dollars.

B. Proposed Project

To utilize the generous donation from the library Patrons to improve the community resources at Minot Public Library by acquiring new tables and chairs, iPads, and digitizing the Minot Daily News archive. This will increase the Library's donation revenue and allocate funds to the memorial expenditure line item, ensuring the net financial impact is zero dollars.

C. Recommendation Detail

To effectively utilize this donation and integrate it into the library's budget, the approval of this budget amendment is necessary to ensure the net financial impact is zero dollars.

IV. IMPACT

A. Aspirations

Safe and welcoming: The addition of new tables and chairs in the children's library will provide better accommodations for younger children, thus providing a welcoming and comfortable environment for the children to utilize the library's resources and programs. The four new iPads will expand an already popular, and necessary, resource for patrons. The digitization of the Minot Daily News will allow for enhanced accessibility for patrons interested in researching the history of Minot and for genealogical purposes. Each item shows commitment to improving the library's resources and dedication to enriching residents' lives.

B. Service/Delivery Impact:

Program Expansion:

- New technology and improved facilities will allow the library to host a wider range of events and programs.
- Enhanced resources will support existing programs and inspire the development of new initiatives.

Cultural Preservation:

- Digitizing the Minot Daily News will preserve local history and make it accessible to future generations.
- Enhanced access to historical records will foster a deeper connection between the community and its heritage.

Educational Advancement:

- Providing digital tools and resources will support local schools and educational institutions.
- The library will become a key resource for lifelong learning and skill development.

Increased Satisfaction:

- Comfortable seating and modern facilities will create a welcoming atmosphere, encouraging longer visits and repeated use.
- Access to iPads and digital resources will meet the evolving needs of patrons, improving their satisfaction with library services.

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 digitization project and the program supplies for the Minot Public Library is being funded through a generous donation of \$22,386.04 from the Patrons of the Library group.

Project Costs

Minot Daily News digitization up to the 1990s: \$15,500; 4 iPads and 2 iPad holders: \$3,000; Replacement tripod: \$40

Tables and chairs for the children's library: \$3,196.04; Chess Club/adult program supplies: \$650

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: The project could be focused on the digitization of the Minot Daily News and enhancing digital access within the library. This would leverage the donation to preserve local history and provide modern research tools. By integrating iPads and digital access stations, this alternative aligns with the original project plan while ensuring that the library remains a valuable resource for both current and future generations.

Results: While the digitization of the Minot Daily News would occur, this would take opportunities away from the programs offered by the library by not allowing for the purchase of needed furniture and supplies. This would result in a missed opportunity to enhance community engagement and provide technological resources.

Alternative B:

Description: Another alternative is to forego the project.

Results: This would result in a missed opportunity to enhance community engagement and provide technological resources. The library's ability to engage the community through modern programs and services would be limited. Opportunities for community-building and engagement through improved library

facilities and resources would be reduced. Future donations and funding opportunities might be impacted if donors perceive that the library is not effectively utilizing available resources to enhance its services.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
LIBRARY MEMORIAL REVENUES AND EXPENDITURES FOR THE LIBRARY
DIGITIZATION 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 library digitization donation from the patrons of the library:

21000000-36400		\$22,386
21067000-48206		22,386

- §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: Jennifer Eckman, Airport Director

DATE: August 5, 2024

**SUBJECT: AWARD BID FOR NEW FIRE ALARM CONTROL PANEL SYSTEM
AND INSTALLATION**

I. RECOMMENDED ACTION

- 1. It is recommended City Council authorize City staff to accept bids which were opened on July 23, 2024;**
- 2. Authorize City staff to award the bid to the lowest bidder, Main and Homes Electric in the amount of \$146,814.00;**
- 3. Approve the budget amendment on the first reading; and**
- 4. Authorize the Mayor to execute the 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. As a result, the terminal building is no longer able to meet ADA compliance and must remain under fire watch any time it is occupied.

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. This project received two sealed bids from Main and Holmes Electric and Gefroh Electric. The bid from Main and Holmes was in the amount of \$146,814.00. The bid from Gefroh Electric was in the amount of \$146,968.00. No other bids were received.

C. Recommendation Detail

The award recommendation is to award the base bid to the low bidder Main and Holmes Electric in the amount of \$146,814.00.

IV. IMPACT

A. Aspirations

Safe and welcoming

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

Initial quotes for the project indicate potential costs of approximately \$130,000. This was not included in the 2024 budget. Other projects have been cut in order to prioritize this emergency response system. State grant funding has been awarded to cover 50% of project costs.

Project Costs

Fire Panel installation - \$146,814.00

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. State funding has been awarded \$63,551.00 to cover up to 50% of the project's projected costs.

\$75,000.00 - Full depth patch (44504)

\$6,010.00 - Utility Machine (57500)

\$2,253.00 - Infrastructure South Side (57200)

\$63,551.00 - State Capital Revenues (33500)

\$146,814.00

VI. ALTERNATIVES

1. 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.
2. City Council could recommend the staff rebid the project, resulting in delays to the repairs.

City of Minot			
Bid Tab: Airport New Fire Alarm Control Panel, System, and Installation			
July 23, 2024			
	Estimate	Main and Holmes Electric	Gefroh Electric
Base Bid	\$ 130,000.00	\$ 146,814.00	\$ 146,968.00
Bid Alternate 1		N/A	\$ 29,917.00
Base Bid Total	\$ 130,000.00	\$ 146,814.00	\$ 146,968.00
Low Bid		\$ 146,814.00	

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
AIRPORT STATE OPERATING REVENUE AND STRUCTURE REPAIR
EXPENDITURES AND DECREASE ROAD MAINTENANCE, INFRASTRUCTURE
AND EQUIPMENT EXPENDITURES FOR THE FIRE PANEL REPLACEMENT
PROJECT.**

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

- §1: An ordinance amending the 2024 annual budget to increase the Airport state operating revenue and structure repair expenditures and decrease Airport road maintenance, infrastructure and equipment expenditures for the Fire Panel Replacement project:

11000000-33400	2024500004	\$63,552
11050000-44320	2024500005	146,816
11050000-44504		(75,000)
11050000-57200		(2,253)
11050000-57500		(6,010)

- §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: Chris Plank, NDR Program Administrator

DATE: August 5, 2024

**SUBJECT: ROUND 2 STRUCTURE DEMOLITION FINAL PAYMENT (\$17,034.63)
TO BERGER ENTERPRISES, LLC**

I. RECOMMENDED ACTION

It is recommended City Council approve the final retainage payout of \$17,034.63 to Berger Enterprises, LLC.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553

III. DESCRIPTION

A. Background

As part of the National Disaster Resiliency (NDR) grant, the City of Minot is purchasing properties in areas impacted by the 2011 flood that are needed to assist in the creation of future flood protection. The City then demolishes and disposes of the structures on these properties and restores the sites in accordance with HUD regulatory standards. Berger Enterprises, LLC was awarded the contract through a sealed bid process in 2018. On April 4, 2022, a contract extension was granted to Berger Enterprises, LLC to complete the project. Per the terms of the contract, any retainage is to be held for 2 years after the successful demolition and restoration of the property(s).

B. Proposed Project

Through a sealed bid process, Berger Enterprises, LLC was awarded a contract in December 2018 to demolish 12 properties and restore the site accordingly to be used for the flood protection project. On April 4, 2022, a contract extension was granted to Berger Enterprises, LLC to complete the project. Per the terms of the contract, any retainage is to be held for 2 years after the successful demolition and restoration of the property(s).

This final retainage payout is for the demolition and restoration of the following properties, which are all located within the City of Minot:

309 9th St NE

614 4th Ave NE
701 4th Ave NE

IV. IMPACT

A. Aspirations

Authorizing this final payout meets the Council's aspiration of being resilient and prepared. Purchasing and restoring properties needed for future flood control is vital to the community.

B.

C. Fiscal Impact

Project Costs

\$17,034.63 is the retainage, which was the dollar amount required to be held until the terms of the contract were met.

Project Funding

National Disaster Resilience (NDR) grant funds.

VI. ALTERNATIVES

Per the contract, once the terms are met, the final retainage is to be paid out.



ATTACHMENT II-E

CONTRACTOR'S PAYMENT REQUEST

Date: 8/4/2022

Contract Amount: \$ 171,421.00

Change Order Amount: \$ 0.00

New Contract Amount: \$ 171,421.00

Contractor: BERGER ENTERPRISES, LLC

Address: 1826 25TH ST NE, EMERADO, ND 58228

Type of Payment: Final Retainage X

Contractor: I hereby request an inspection to receive payment for the amount of \$ 17,034.63. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full of this date. See attached schedule of values/work items completed and invoiced. See attached lien waivers from subcontractors and vendors.

Contractor's Signature: [Signature] Date: 08/04/22

Program Administrator: I hereby certify that all work is completed as indicated on the Contractor's payment request and all required documentation was submitted and approved. I hereby request approval of the payment to the Contractor in the amount of \$ 17,034.63.

Program Administrator: [Signature] Date: 8-31-2022

City of Minot: I hereby approve the payment to the Contractor in the amount of \$.

City of Minot: Date:

Property Description

RETENTION

614 & 701 4TH AVE NE STRUCTURE
DEMOLITION AND SITE RESTORATION
Minot, North Dakota

Item	DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT
00001	MAIN 614 & 701 4th Ave NE, 309 9th St NE	EACH	1	\$ 127,800.00	\$ 127,800.00
00002	Asbestos Abatement - Floor Material	SF	567	\$ 1.98	\$ 1,122.66
00003	Asbestos Abatement - Underground Asbestos Pipe or Wrap	LF	91	\$ 3.98	\$ 362.18
00004	Removal of Tree and Stump - greater than 8" and up to 36" Dia.	EACH	1	\$ 75.00	\$ 75.00
00005	Removal of Tree and Stump - greater than 36" Dia.	EACH	0	\$ 300.00	\$ -
00006	Removal of Stump - greater than 8" and up to 36" Dia.	EACH	0	\$ 50.00	\$ -
00007	Removal of Stump - greater than 36" Dia.	EACH	0	\$ 100.00	\$ -
00008	Fence Removal and Diposal	LF	761	\$ 0.50	\$ 380.50
00009	Topsoil	CY	2662	\$ 13.00	\$ 34,606.00
00010	Borrow	CY	0	\$ 9.69	\$ -
00011	Site Seeding	EACH	1	\$ 6,000.00	\$ 6,000.00

Invoice Total

\$ 170,346.34

Less 10% Retainage

\$ 17,034.63

Amount Due this Invoice

\$ 153,311.71

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, CDM certifies to the City of Minot that to the best of CDM's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED: \$ 17,034.63

(Attach explanation if amount certified differs from the amount applied.)

Berger Enterprises:

By: 

Date: 08/04/22

CDM Smith:

By: 

Date: 8-31-2022

City of Minot:

By: _____

Date: _____



CITY OF MINOT STRUCTURE DEMOLITION

Work Order

Bid Package No. 614 & 701 4th Ave NE Structure Demolition and Site Restoration Project #3755.10

Street Address: 309 9 th St NE, 614 4 th Ave NE, 701 4 th Ave NE			Zip: 58703
Contractor: Berger Enterprises			Subcontractor:
Main Struc. Sq. Ft.:	Add. Struc. Sq. Ft.:	Total Flat Work Sq. Ft.:	Approved Pay Item No.: 00001
			County: WARD

☐ CATEGORY A - C&D STRUCTURE

☒ 00001: 614 & 701 4th Ave NE, 309 9th St NE

CATEGORY B - SUPPLEMENTAL BID ITEMS

- | | |
|---|------------------|
| ☒ 00002: Asbestos Abatement - Floor Material | X <u>567</u> SF |
| ☒ 00003: Asbestos Abatement - Underground Asbestos Pipe or Wrap | X <u>91</u> LF |
| ☒ 00004: Removal of Tree and stump greater than 8" and up to 36" Dia. | X <u>1</u> EACH |
| ☐ 00005: Removal of Tree and Stump -Greater than 36" Dia. | X _____ EACH |
| ☐ 00006: Removal of Stump greater than 8" and up to 36" Dia. | X _____ EACH |
| ☐ 00007: Removal of Stump -Greater than 36" Dia. | X _____ EACH |
| ☒ 00008: Fence Removal and Disposal | X <u>761</u> LF |
| ☒ 00009: Topsoil | X <u>2442</u> CY |
| ☐ 00010: Borrow | X _____ CY |
| ☒ 00011: Site Seeding | X <u>1</u> EACH |

Comments: 701 4th Ave NE - abatement started & completed 4-4-19 JR
 614 4th Ave NE - abatement started 4-4-19 JR completed 4-5-19 JR
 614 4th Ave NE - demo started 5-7-19 JR demo completed 5-7-19 JR
 701 4th Ave NE - demo started 5-7-19 JR demo completed 5-8-19 JR
 309 9th St NE abatement started & completed 5-7-19 JR
 309 9th St NE demo started 6-10-19 JR demo completed 6-10-19 JR

Complete Date: 6-28-19 CDM Smith Monitor: Diane M. Erickson

FINAL WALKTHROUGH AND INSPECTION

CDM Smith Supervisor Name: Justin Redding Contractor Supervisor Name: Mendith Bee
 Signature: [Signature] Signature: [Signature]
 Date: 7-2-19 Date: 7/2/19

QA/QC by: _____
 PRINT NAME SIGNATURE



ATTACHMENT II-F

CONTRACTOR'S CERTIFICATION OF FINAL PAYMENT

#3755.10
Project Number

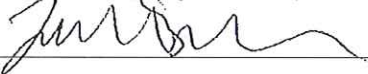
Minot, ND
Location

Berger Enterprises, LLC agrees to accept the sum of \$17,034.63
(CONTRACTOR)

as full and final payment for all work under its Contract dated 12/12/18 with the
City of Minot for the completion of all work for
(OWNER) (PROJECT)
614 & 701 4th Ave NE STRUCTURE DEMOLITION AND SITE RESTORATION

Berger Enterprises, LLC certifies that all construction has been completed in
(CONTRACTOR)
compliance with the Contract Documents, and that all labor, equipment, materials, and subcontractors have
been or will be paid in accordance with the requirements of the Contract Documents, and the requirements of
the General Laws of the State of North Dakota

CONTRACTOR: Berger Enterprises, LLC

BY:  DATED: 08/04/2022



ATTACHMENT II-C

FINAL LIEN WAIVER AFFIDAVIT BY CONTRACTOR

Berger Enterprises, LLC has furnished or will furnish certain labor, materials, or equipment on the 614 & 701 4th Ave NE Structure Demolition & Site Restoration Project at [fill in address] 309 9th St NE, 614 4th Ave NE, 701 4th Ave NE (the "Project"). In consideration of the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind (whether billed or unbilled), against: (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and, (d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this 4th day of August, 2022, 2018.

Name of Contractor Company: Berger Enterprises, LLC

By Authorized Representative: [Signature]

Printed Name: Lavern Berger

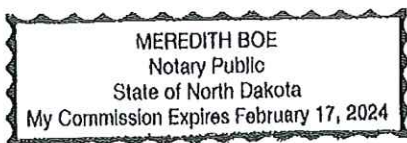
Title: President

Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared Lavern Berger, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4th day of August, 2022, 2018.

(Seal)



[Signature]
Notary Public, State of North Dakota

My commission expires 2/17/24



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: August 5, 2024

SUBJECT: PURCHASE AGREEMENT ADDENDUM - 1209 6TH AVE SW

I. RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the Purchase Agreement Addendum, which extends the closing date to September 30, 2024.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553

III. DESCRIPTION

A. Background

The City of Minot acquired properties throughout the City for the development of future flood protection. The City of Minot entered into a purchase agreement on August 9, 2023, The original price for the acquisition was \$315,000 for the property located at 1209 6th Ave SW, Minot, ND 58701. On May 5, 2024, there was a Purchase Agreement Addendum executed allowing an advance payment to the sellers. The Addendum also included a section which states "Seller shall retain title to the shed and garage and the parties agree upon a salvage value of \$4,650.00 to be deducted from the agreed purchase price of \$315,000.00. The anticipated closing date on this property is currently scheduled for August 9, 2024.

B. Proposed Project

The sellers have acquired a new property in Velva and are in the process of updating the property. The sellers are seeking an extension on the closing date to allow for the completion of certain tasks to allow the sellers to move items onto the new property.

C. Recommendation Detail

The new anticipated closing date is September 30, 2024. This new date will allow the sellers to complete any necessary updates to the new property.

IV. IMPACT

A. Aspirations

This extension meets the Council's aspiration of being Resilient and Prepared. Acquisition of properties for the development of flood protection can help the city prepare for protection from future flooding.

B. Service/Delivery Impact:

The extension of the closing date shows the City's willingness to work with residents who have been impacted by the flood.

C. Fiscal Impact

Project Costs

\$310,350 plus relocation expenses as outlined by the Uniform Relocation Assistance (URA) of 1970

Project Funding

State Water Commission funds will be utilized for this transaction

VI. ALTERNATIVES

1. The Council could not approve the extension requiring the Seller to move by the original closing date of August 9, 2024. This would require the seller to have personal property moved and stored away from the current property.

PURCHASE AGREEMENT ADDENDUM

THIS ADDENDUM made this 5th day of August, 2024, by and between John G. Dokken and Susan Dokken, whose address is 1209 - 6th Avenue SW, Minot, ND 58701, hereinafter referred to as "Seller", and the City of Minot, a North Dakota municipal corporation, whose post office address is P.O. Box 5006, Minot, ND 58702-5006, hereinafter referred to as "City."

The parties entered into a Purchase Agreement dated August 9, 2023 wherein the Seller agreed to sell and the City agreed to purchase the property with a closing date of August 9, 2024.

The parties wish to amend the terms of the Purchase Agreement to allow the Seller a new closing date of September 30, 2024.

City shall not be liable for any injury or damages to any property of persons on or about the premises, and Seller shall hold the City harmless from damages-thereto. Further, City shall not be liable for any injury, either to persons or property sustained by the Seller or any other persons, including but not limited to guests of the Seller due to the shed or garage, or any part thereof. Seller shall indemnify and-hold harmless the City from any and all liabilities, costs and expenses arising from injury to persons or property in or about the property described herein or from any manner of thing growing out of the Seller's use, occupancy, management or control thereof.

Seller shall maintain the Property in a safe and secure manner and protect the public from hazards relating to the removal of the shed and garage from the Property including, but not limited to, hazards relating to construction or moving equipment, open excavations and utility connections. Upon completion of the removal of the shed and garage, Seller shall deliver the Property to the City and shall be responsible to secure the Property land otherwise protect the public from harm or nuisance.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

CITY OF MINOT, a North Dakota
municipal corporation

Date

By: Tom Ross, Its Mayor

Date

By: Dave Lakefield, Its City Finance Director

Date

John G. Dokken

Date

Susan Dokken

SECOND PURCHASE AGREEMENT ADDENDUM

THIS ADDENDUM is made this 5th day of August, 2024, by and between John G. Dokken and Susan Dokken, whose address is 1209 - 6th Avenue SW, Minot, ND 58701, hereinafter referred to as "Seller", and the City of Minot, a North Dakota municipal corporation, whose post office address is P.O. Box 5006, Minot, ND 58702-5006, hereinafter referred to as "City." Seller and City are collectively referred to herein as the "Parties"

Whereas, the Parties entered into a Purchase Agreement dated August 9, 2023 wherein the Seller agreed to sell and the City agreed to purchase a Property located at 1209 - 6th Ave. SW, Minot, ND 58701, and scheduled a closing date of August 9, 2024; and

Whereas, the Parties entered into a Purchase Agreement Addendum dated May 31, 2024 that advanced the sum of \$200,000.00 as a portion of the Purchase Price stated in the Purchase Agreement to assist the Sellers with moving expenses, and in exchange the Sellers delivered a warranty deed for the Property described herein to be held by the City until the closing date; and

Whereas, the Parties now wish to further amend the terms of the Purchase Agreement to delay the closing date until September 30, 2024; and

Whereas, the Parties agree that any unanticipated expenses for delaying the closing date shall be borne by the Sellers; and

Whereas, the Seller agrees the City shall not be liable for any injury or damages to any property of persons on or about the Property, and Seller shall hold the City harmless from damages-thereto through the closing date; and

Whereas, the Seller agrees the City shall not be liable for any injury, either to persons or property sustained by the Seller or any other persons, including but not limited to guests of the Seller due to the shed or garage, or any part thereof. Seller shall indemnify and-hold harmless the City from any and all liabilities, costs, and expenses arising from injury to persons or property in or about the Property described herein or from any manner or thing growing out of the Seller's use, occupancy, management or control of the Property and shed and garage located on the Property through the closing date; and

Whereas, the Sellers agree they shall maintain the Property in a safe and secure manner and protect the public from hazards relating to the removal of the shed and garage from the Property including, but not limited to, hazards relating to construction or moving equipment, open excavations and utility connections; and

Whereas, upon completion of the removal of the shed and garage, Seller agrees to deliver the Property to the City and shall be responsible to secure the Property, and otherwise protect the public from harm or nuisance; and

NOW, THEREFORE, the Parties hereto have hereunto set their hands and agree to extend the closing date in the Purchase Agreement to September 30, 2024. Unless amended in the Purchase Agreement Addendum, or this Second Purchase Agreement Addendum, all other terms and conditions of the Purchase Agreement shall remain unchanged.

CITY OF MINOT, a North Dakota
municipal corporation

Date

By: Tom Ross, Its Mayor

Date

By: Dave Lakefield, Its City Finance Director

Date

John G. Dokken, Seller

Date

Susan Dokken, Seller



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: August 5, 2024

**SUBJECT: WELLS 5 AND 6 RAW WATER LINE REPLACEMENT - FINAL
PAYMENT (4758)**

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment for the Riverside Park Raw Water Line project to Steen Construction in the amount of \$150,797.27.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Wells 5 and 6 were drilled in the early 1900s and are located in the area of 3rd St and 5th Ave NW. They originally fed water to the old water plant by 5th Ave NW. In the 1950s, when the existing water treatment plant was constructed, a line was installed to bring water from wells 5 and 6 directly to the water plant. Over the years, that line has shown significant deterioration. In 2021, about 2,000 feet that runs along the old Ramstad School site was replaced. In 2022, another portion was relocated to avoid having infrastructure running under the new flood protection.

B. Proposed Project

The proposed project will start near 8th St NW and River Drive and extend about 2,200 feet along the river to 2nd Ave NW near 10th St. Steen Construction submitted the lowest responsible bid and has completed all remaining items on the contract and final payment is warranted.

C. Recommendation Detail

The project is complete and final payment is necessary to close out the project.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

The water plant has struggled to meet peak demands due to well maintenance and raw water capacity. This replacement allows wells 5 and 6 to be online at the same time, thus increasing capacity. This should help minimize conservation warnings due to failures in the system.

C. Fiscal Impact

Project Costs

Contractor's Low Bid	\$552,699.50
<u>Net Change</u>	<u>\$4,130.29</u>
Final Construction Cost	\$556,829.79

The project had a change order due to quantity overruns.

Project Funding

Funding in the amount of \$500,000 was budgeted in the 2023 water treatment plant budget and an additional \$600,000 was budgeted in 2024.

VI. **ALTERNATIVES**

N/A

Contractor's Application for Payment

Owner:	City Of Minot	Owner's Project No.:	4758
Engineer:	Houston Engineering, Inc.	Engineer's Project No.:	6027-0085
Contractor:	Steen Construction	Contractor's Project No.:	
Project:	Riverside Park Raw Water Pipeline		
Contract:	Riverside Park Raw Water Pipeline		
Application No.:	2	Application Date:	
Application Period:	From 5/18/2024	to	

1. Original Contract Price	\$	552,699.50
2. Net change by Change Orders	\$	4,130.29
3. Current Contract Price (Line 1 + Line 2)	\$	556,829.79
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	556,829.79
5. Retainage		
a. 0% X \$ 278,414.90 Work Completed	\$	-
b. 0% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	556,829.79
7. Less previous payments (Line 6 from prior application)	\$	406,032.52
8. Amount due this application	\$	150,797.27
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	-

Contractor's Certification

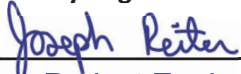
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Dakota Underground Specialties LLC DBA Steen Construction

Signature:  **Date:** 07/09/2024

Recommended by Engineer

By: 
Title: Project Engineer
Date: 07/12/2024

Approved by Owner

By: 
Title: Senior Project Manager
Date: 7/12/24

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City Of Minot						Owner's Project No.:	4758			
Engineer:	Houston Engineering, Inc.						Engineer's Project No.:	6027-0085			
Contractor:	Steen Construction						Contractor's Project No.:				
Project:	Riverside Park Raw Water Pipeline										
Contract:	Riverside Park Raw Water Pipeline										

Application No.:	2		Application Period:	From	05/18/24	to	01/00/00	Application Date:	01/00/00		
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization/Demobilization/Bonds/Insurance	1.00	LS	\$ 40,000.00	\$ 40,000.00	1.00	\$ 40,000.00		\$ 40,000.00	100%	\$ -
2	Temporary Traffic Control	1.00	LS	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00		\$ 3,500.00	100%	\$ -
3	Fiber Roll (All Sizes)	565.00	LF	\$ 4.50	\$ 2,542.50	565.00	\$ 2,542.50		\$ 2,542.50	100%	\$ -
4	Erosion Control Blanket	-	SY	\$ 8.00	\$ -	-	\$ -		\$ -		\$ -
5	Remove Bituminous Pavement (All Thickness)	429.00	SY	\$ 15.00	\$ 6,435.00	429.00	\$ 6,435.00		\$ 6,435.00	100%	\$ -
6	Remove Gate Valve and Box (All Sizes)	2.00	EA	\$ 1,000.00	\$ 2,000.00	2.00	\$ 2,000.00		\$ 2,000.00	100%	\$ -
7	Remove Valve Manhole	4.00	EA	\$ 1,500.00	\$ 6,000.00	4.00	\$ 6,000.00		\$ 6,000.00	100%	\$ -
8	Remove Pipe (All Types and >4 inches)	881.00	LF	\$ 45.00	\$ 39,645.00	881.00	\$ 39,645.00		\$ 39,645.00	100%	\$ -
9	Bulkhead Existing Pipe (Watermain, All Sizes)	12.00	EA	\$ 750.00	\$ 9,000.00	12.00	\$ 9,000.00		\$ 9,000.00	100%	\$ -
10	6" C900 DR18 PVC Water Main (Owner Provided)	24.00	LF	\$ 95.00	\$ 2,280.00	24.00	\$ 2,280.00		\$ 2,280.00	100%	\$ -
11	12" DR11 IPS HDPE Water Main installed by Open Cut	625.00	LF	\$ 160.00	\$ 100,000.00	625.00	\$ 100,000.00		\$ 100,000.00	100%	\$ -
12	12" DR11 IPS HDPE Water Main installed by HDD (Owner Provided)	1,150.00	LF	\$ 145.00	\$ 166,750.00	1,150.00	\$ 166,750.00		\$ 166,750.00	100%	\$ -
13	12" DR11 IPS HDPE Water Main installed by HDD	313.00	LF	\$ 160.00	\$ 50,080.00	313.00	\$ 50,080.00		\$ 50,080.00	100%	\$ -
14	12" Gate Valve w/Box (Owner Provided)	2.00	EA	\$ 3,500.00	\$ 7,000.00	2.00	\$ 7,000.00		\$ 7,000.00	100%	\$ -
15	Flush Hydrant Assembly with 6" Gate Valve and Tee Connection to Main (Partially Owner Provided. Refer to M&P Specification)	1.00	EA	\$ 13,500.00	\$ 13,500.00	1.00	\$ 13,500.00		\$ 13,500.00	100%	\$ -
16	Connect to Existing Water Main	2.00	EA	\$ 3,500.00	\$ 7,000.00	2.00	\$ 7,000.00		\$ 7,000.00	100%	\$ -
17	6" Aggregate Surface Course, Compacted Class 5	823.00	SY	\$ 37.00	\$ 30,451.00	823.00	\$ 30,451.00		\$ 30,451.00	100%	\$ -
18	Hot Bituminous Pavement Superpave FAA 43, PG 58S-28	429.00	SY	\$ 115.00	\$ 49,335.00	429.00	\$ 49,335.00		\$ 49,335.00	100%	\$ -
19	Seeding and Hydro-Mulch	2,457.00	SY	\$ 8.00	\$ 19,656.00	2,457.00	\$ 19,656.00		\$ 19,656.00	100%	\$ -
20-CO1	Wooden Bollard Posts	4.00	EA	\$ 200.00	\$ 800.00	4.00	\$ 800.00		\$ 800.00	100%	\$ -
21-CO1	Imported Topsoil	1.00	LS	\$ 855.29	\$ 855.29	1.00	\$ 855.29		\$ 855.29	100%	\$ -
Contract Totals					\$ 556,829.79		\$ 556,829.79	\$ -	\$ 556,829.79	100%	\$ -



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: August 5, 2024

SUBJECT: CDBG POLICY AND PROCEDURES

I. RECOMMENDED ACTION

It is recommended City Council approve the CDBG Policy and Procedure manual.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553

III. DESCRIPTION

A. Background

The City of Minot, ND receives a yearly entitlement grant from the US Department of Housing and Urban Development (HUD) to carry out the Community Development Block Grant (CDBG) program. Upon acceptance of each annual grant award, the City of Minot contractually agrees to implement its local CDBG Program in accordance with the Housing and Community Development Act of 1974, the CDBG program regulations found at 24 CFR 570 and other related laws, regulations and requirements. The intent of the program is to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. CDBG funds must be used for eligible activities that meet the national objectives of the CDBG Program. All CDBG awards are also subject to the Uniform Administrative Requirements detailed in 2 CFR Part 200.

B. Proposed Project

The purpose of this CDBG Policies & Procedures Manual is to establish a framework that guides the operation of the City of Minot's Community Development Block Grant (CDBG) Program. The manual is specifically designed to guide the administration and delivery of the City of Minot's CDBG Program and to help CDBG funded recipients understand the requirements that apply to the use of federal funds. It provides an approach for making decisions, ensuring the program is operated in a fair and consistent manner, as well as providing all program participants with an understanding of how the City of Minot manages its

local CDBG program.

C. Recommendation Detail

Staff recommends Council to approve the CDBG Policy and Procedures Manual.

IV. IMPACT

A. Aspirations

This meets the Council's aspiration of being Dynamic and Flourishing. These procedures ensure the City is meeting the goal of the CDBG program of creating flourishing communities.

B. Service/Delivery Impact:

Money will be allocated to projects/activities that will assist the community, primarily those of low to moderate income levels.

C. Fiscal Impact

There is no financial impact on approving the CDBG Policy and Procedure manual. These policies outline the guidelines for allocating funds to various projects/activities.

VI. ALTERNATIVES

The Council may choose not to approve these policies and procedures. By doing so, Minot would not be able to allocate Entitlement funds and would be out of compliance with HUD requirements.



CDBG Policies & Procedures Manual

City of Minot, ND

Chapter 1 – Introduction

- Purpose
- Scope

Chapter 2 – Planning

- Consolidated Plan/Action Plan and Analysis of Impediments
- Project Selection
 - o Application Process
 - o Eligible Activities & National Objectives
 - o Awards and Written Agreements

Chapter 3 – Financial Management

- Grantee Budget (Grant and Program Income)
- Accounting System
- IDIS (including reconciliation with Accounting System)
- Procurement

Chapter 4 – Program Compliance

- Environmental Review
- Fair Housing & Nondiscrimination (including Section 3)
- Labor Standards

Chapter 5 – Monitoring

- Internal Review (within local government)
- Subrecipient Oversight
- Contractors

Chapter 6 – Reporting

- CAPER
- Federal Financial Report and Other Reports
- Audit

Chapter 7 – Closeout

- Completion in IDIS (Beneficiary Data)
- Records and Retention

Appendix A

- Application schedule

Appendix B

- Reference

Chapter 1 – Introduction

City of Minot, ND receives a yearly entitlement grant from the US Department of Housing and Urban Development (HUD) to carry out the Community Development Block Grant (CDBG) program. Upon acceptance of each annual grant award, the City of Minot contractually agrees to implement its local CDBG Program in accordance with the Housing and Community Development Act of 1974, the CDBG program regulations found at 24 CFR 570 and other related laws, regulations and requirements. The intent of the program is to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. CDBG funds must be used for eligible activities that meet the national objectives of the CDBG Program. All CDBG awards are also subject to the Uniform Administrative Requirements detailed in 2 CFR Part 200.

Purpose

The purpose of this CDBG Policies & Procedures Manual is to establish a framework that guides the operation of the City of Minot's Community Development Block Grant (CDBG) Program. This Manual is specifically designed to guide the administration and delivery of the City of Minot's CDBG Program and to help CDBG funded recipients understand the requirements that apply to the use of federal funds. It provides an approach for making decisions, ensuring the program is operated in a fair and consistent manner, as well as providing all program participants with an understanding of how the City of Minot manages its local CDBG program.

Scope

As of source of local guidance, the manual's scope applies to all CDBG funds awarded to the City of Minot and used by funded entities. Content of the manual is organized around the life-cycle of an annual CDBG grant (known as a "Program Year") and its eligible activities or projects from initial planning through implementation to closeout. Use of the content follows the premise that CDBG program requirements -- regulatory, performance, administrative, financial, compliance and record keeping -- can be satisfied through timely preparation, completion and recording or filing of required documentation.

The information and materials within this manual are subject to change as local policy and HUD rules and regulations change. Moreover, the manual does not replace or amend any of the provisions in HUD's Grant Agreement and Certifications with the City of Minot, or any agreement executed between the City of Minot, ND and its funded entities. Should there be any disagreement between the executed agreements and this manual, the provisions contained within those agreements, executed contract(s), service level agreement(s) or memorandum(s) of understanding will take precedence.

Chapter 2 – Planning

- Consolidated Plan/Action Plan and Analysis of Impediments
- Project Selection
 - o Application Process
 - o Eligible Activities & National Objectives
 - o Awards and Written Agreements

Before the City of Minot can address community needs with its CDBG funding, HUD regulations require an assessment of current conditions and a description of planned uses of the grant that respond to those needs. Although entitled to receive the CDBG funding, City of Minot must also, formally request from HUD the annual award of each grant. Planned uses of the CDBG funding is often shaped by a local process that notifies the community of available funds and invites proposals for possible activities and projects.

Consolidated Plan

The Consolidated Plan (CP) is a three to five-year plan which describes the community needs, resources, priorities, and proposed activities to be undertaken with the CDBG program in City of Minot. It identifies the housing and community development needs, especially for its low and moderate income (LMI) residents, and strategies and resources to meet those needs. Elements include:

- A description of the entity responsible for overseeing the development of the Consolidated Plan and a description of the process undertaken to develop the plan;
- A housing and homeless needs assessment;
- A housing market analysis;
- A strategic plan; and
- A one-year Action Plan.

Stakeholder and public meetings are held during the planning process to garner information about the needs of the community and prioritizing the use of funds. Both the Consolidated Plan and Annual Action Plan (AP) are first approved locally before their submission to HUD. The Consolidated Plan is published for a 30-day public review and comment period and then presented to City of Minot's governing body for consideration and approval. The Consolidated Plan must be submitted to HUD at least 45 days before the start of the program year. The City of Minot must also submit to HUD an annual update to the Consolidated Plan, referred to as an Action Plan that describes the specific proposed uses of CDBG funds for a 12-month program year beginning July 1 and ending June 30. In addition to the Consolidated Plan, City of Minot must also analyze impediments to fair housing choice and identify actions to address those impediments. This assessment is called an Analysis of Impediments (AI). While it does not require HUD approval, the AI should be current through the same period as the Consolidated Plan and be updated periodically.

****After the Consolidated Plan and Action Plans have been approved, any activity not identified in the original CP and AP will be treated as a substantial amendment.

Project Selection

As previously stated, projects selected for CDBG funding must qualify as eligible activities that meet the national objectives of the CDBG program. The process of completing and submitting the Consolidated Plan and annual Action Plans helps City of Minot determine what activities to fund during the upcoming program year. The application process is also shaped by a routine that notifies the community of available funds and invites proposals for possible activities and projects. When planned uses of CDBG funds are identified, City of Minot takes necessary steps to qualify each activity and distributes part of its CDBG award to recipients that will assist in implementing the program. The basis for qualifying each project whether carried out directly by City of Minot or by recipients to which it distributes funds, must be fully documented for HUD review. Because City of Minot is ultimately responsible for any further allocation of funding, it must ensure that each funded entity demonstrates proper performance and compliance with applicable laws and regulations.

Application Process

City of Minot's application cycle begins with an estimate of funding amounts for CDBG programs and ends with an announcement of recommended allocations. This process typically corresponds to the City's annual budget cycle. The process begins in November when the Community Development Commission meets to discuss and prioritize housing needs in the community as they relate the goals and priorities identified in the Consolidated Plan. Next, the City estimates total available resources based its average entitlement award, anticipated program income and other factors.

During the first week of January, an RFP is released that requests project applications. Scoring criteria address applicant capacity, how well the proposed project meets Consolidated Plan priorities, and financial viability of project. (See Appendix A)

The RFP is made available for a period of time not to exceed 30 days. All applications must be received by the announced deadline; no exceptions are made. Funding requests are reviewed by staff to determine completeness and to ensure that all requirements would be met if proposed activities are funded. In late February, the NDR Department will host presentations from applicants and convenes to make funding recommendations.

In alignment with the draft Annual Action Plan, staff drafts professional services agreements with subrecipients to allocate funding according to their proposed project. Contracts are presented to the City of Minot's Governing Body for official review and approval. An announcement of the allocations is then made as part of the public comment period connected to the Annual Action Plan.

Eligible Activities & National Objectives

A key feature of the above process is qualifying each project for CDBG funding. Determination of eligibility and support of a national objective are paramount to the funding deliberation. This determination is best conducted through four steps with each one documented along the way.

Step #1:

The first step is to determine if the activity is included within the listing of eligible activities in the law, as amplified by CDBG regulations.

Step #2

The second step is to determine if the proposed activity falls within a category of explicitly ineligible or prohibited activities, despite its apparent inclusion within an authorized category.

Step #3

The third and arguably the most important step to City of Minot is determining if the proposed activity can meet one of the national objectives of the program. Special attention should be paid to program criteria that limit how certain types of activities and beneficiaries can qualify under a particular national objective.

Step #4

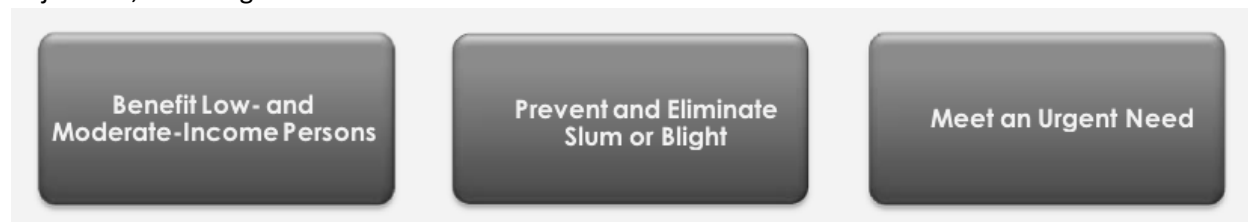
The fourth step is to ensure that activities carried out with CDBG funds will not result in the City of Minot violating its certification that at least 70% of CDBG expenditures will be for activities that are considered to benefit LMI income persons over a grantee specified period of one to three program years. This requirement is statutory and must be met by City of Minot during this period.

CDBG regulations permit a wide variety of community, housing and economic development activities. A complete list of eligible activities should be reviewed with reference to the “Guide to National Objectives and Eligible Activities for CDBG Entitlement Communities”. Further guidance appears in the CDBG regulations at 24 CFR 570.201.

The basic eligible CDBG activities include, but are not limited to:

Housing	• Rehabilitation of low-income housing • Homeownership assistance • Acquisition, disposition, clearance, demolition, historic preservation • Code Enforcement
Public Facilities	• Acquisition • Construction / Reconstruction, Rehabilitation • Installation • Acquisition, disposition, clearance, demolition, historic preservation
Economic Development	• Microenterprise Assistance • Commercial Rehabilitation • Special Economic Development Activities to create or retain jobs
Public Services (15% limit)	• Job Training / Employment Services, Child Care • Healthcare and substance abuse services • Graffiti Removal • Crime Prevention • Fair Housing Counseling
Planning and Administration (20% limit)	• Development of the Consolidated Plan, Action Plan and CAPER • General management, oversight and coordination • Fair Housing activities • Policy, planning, management and capacity building activities

Although the CDBG program includes a wide variety of eligible activities that may be selected, they may be undertaken only if the activity also meets one of the three permissible national objectives, including:

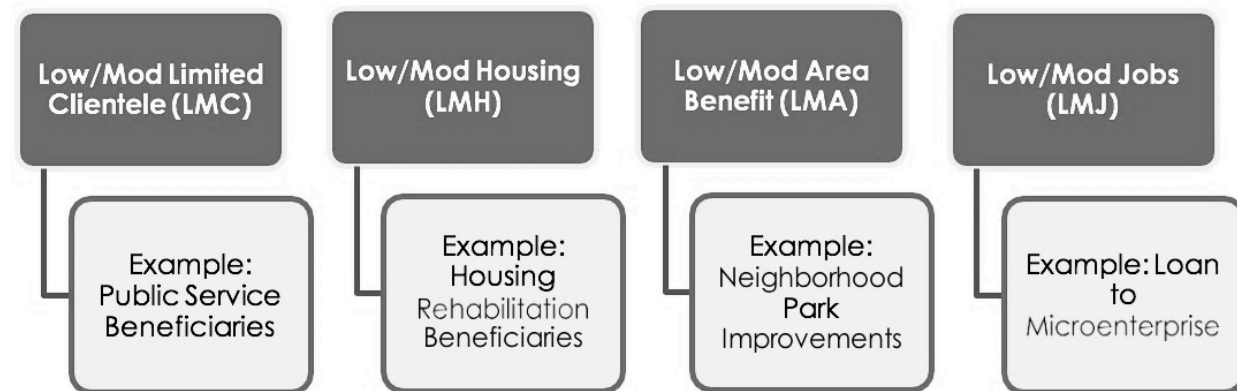


As indicated earlier, the CDBG statute and regulations requires that at least 70% of funds not used for program administration be spent on activities that meet the primary national objective of benefitting LMI persons. This requirement may be met during a one, two, or three-year period that is specified in the annual Action Plan certifications.

Within these three broad national objectives are subcategories that more specifically delineate how a national objective can be met. Due to regulatory limitations, there are certain national objective subcategories that are compatible with each eligible activity. A comprehensive table of eligible activities and permissible national objective subcategories appears in the “Guide to National Objectives and Eligible Activities for CDBG Entitlement Communities” on pages 2-1 through 2-96 (with the compatible national objectives shown on a separate chart for each eligible activity).

o Benefit Low- and Moderate-Income Persons (LMI)

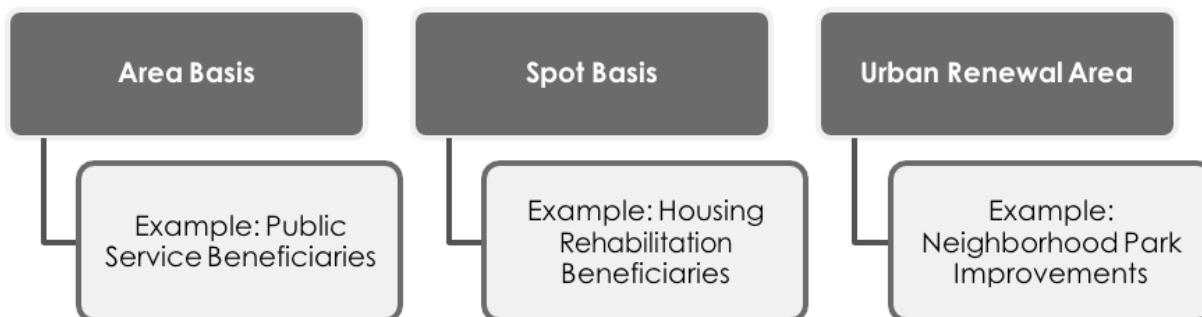
There are four ways an activity can meet the LMI national objective:



o Prevent and Eliminate Slums or Blight

The second of the CDBG national objectives has its roots in the Urban Renewal program, one of the major federal programs that were terminated and replaced with the CDBG program. Although the vast majority of people reside in areas that qualified for assistance under the Urban Renewal program were LMI persons, the principal focus of that program was to eliminate major slums and other areas of blight within the

community and prevent the return of blight to the treated areas. Because of concerns that the CDBG program might not allow the funding of such projects to continue, the national objective concerning slums and blight was created. In developing the criteria for qualifying under this national objective, HUD has taken considerable care to ensure that eligible activities clearly eliminate objectively determinable signs of slums or blight in a designated slum or blighted area, or are strictly limited to eliminating specific instances of blight outside such an area (“spot blight”). There are three subcategories under this national objective:



o Meet an Urgent Need

Pursuant to CDBG regulations, to comply with the national objective of meeting community development needs having a particular urgency, an activity must be designed to alleviate existing conditions that grantee certifies:

- Pose a serious and immediate threat to the health or welfare of the community,
- Are of recent origin or recently became urgent,
- The grantee is unable to finance the activity on its own, and
- Other resources of funding are not available to carry out the activity.

A condition will generally be considered of recent origin if it is developed or became critical within 18 months preceding the City of Minot’s certification.

Awards and Written Agreements

As explained above, the applications will be presented to the City of Minot for official review and approval after an administrative review determines that the proposed activities qualify as eligible and will meet one of the national objectives of the CDBG program.

Assuming the activities also address priority, needs identified in the Consolidated Plan, the proposals will be incorporated as part of City of Minot’s annual Action Plan submission to HUD. Upon approval by HUD, City of Minot can then make an award of CDBG funds to those entities that will assist in implementing the approved projects and activities.

Before disbursing funds to any organization that is carrying out CDBG activities on behalf of the City of Minot, staff must prepare a written subrecipient agreement. All subrecipient agreements with the City of Minot must contain a concise statement or scope of work that outlines an implementation plan for their CDBG activity. This statement, which will either be contained in or attached to the subrecipient agreement or Memorandum of Understanding (MOU), must include a description of the activity to be performed, the national objective claimed, the location and intended beneficiaries (number and type), a schedule for completing the work and a detailed budget. Furthermore, HUD stipulates that all written agreements with subrecipients include provisions on records and reports, program income, uniform requirements for federal awards, other program requirements (e.g. conflict of interest), suspension and termination and reversion of assets. These requirements, specified at 24 CFR 570.503, may vary over time and it is the responsibility of the City of Minot to remain aware of revised requirements.

Subrecipients of CDBG funds must enter into the subrecipient agreement with the City of Minot. Fully executed written agreements are required before any CDBG funds will be disbursed. This subrecipient agreement serves as a formal contract addressing the various policies outlined in this document, in addition to contract amount/term, reimbursement requests, quarterly reporting, monitoring, financial management guidelines, uniform administrative requirements, suspension and termination, reversion of assets, conflict of interest, and additional Federal standards. Additionally, each subordinate unit of City of Minot receiving CDBG funds (that is, a separate department or office) must sign a Memorandum of Understanding (MOU) indicating an understanding of the items above.

Written agreements must remain in effect for the length of time that the subrecipient has control over any CDBG funds, including program income and assisted property. However, it is good practice to update subrecipient agreements annually to ensure the agreements are current with regulations and requirements. This process also allows an opportunity to revisit and clarify problem areas or issues.

The City of Minot is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve the grantee of this responsibility. The grantee is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.

Chapter 3 – Financial Management

- Grantee Budget (Grant and Program Income)
- Accounting System
- IDIS (including reconciliation with Accounting System)
- Procurement

In Chapter 2, this manual described how the process of completing and submitting the Consolidated Plan and annual Action Plans help the City of Minot determine what activities to fund during an upcoming program year with each annual grant award. The Action Plan establishes a budget for the annual CDBG allocation. The City of Minot also adopts a local budget for the Fiscal Year (FY) that

recognizes the grant as a separate revenue source and identifies all the activities that will be funded with CDBG dollars. It is essential that the CDBG revenues and expenditures are also reflected by grant year within the City of Minot's local budget and accounting system.

The City of Minot is responsible for stewardship of all their federal grant awards in a way that fully complies with federal guidelines and regulations. As a part of undertaking that stewardship, the City of Minot staff will need to be familiar with the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" found at [2 CFR Part 200](#). These regulations now govern the use of all federal funds. The CDBG regulations at [24 CFR 570.502](#) address the applicability of these uniform requirements to the CDBG program as well as describing other grant administration requirements.

All CDBG grantees and subrecipients must have financial management system in place that comply with the standards specified in [2 CFR Part 200.302](#). For a financial management system to meet federal standards, it must:

- Provide effective control over and accountability for all collections and disbursements, real and personal property and other assets
- Identify the source and application of funds for federally-sponsored activities
- Permit the accurate, complete and timely disclosure of financial results in accordance with HUD reporting requirements or, for subrecipients, grantee reporting requirements
- Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the Grantee or subrecipient

Grantees must employ financial management systems capable of generating regular financial status reports that indicate the dollar amount allocated (including budget revisions), obligated, and expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City of Minot must be able to isolate and trace every CDBG dollar received.

Not only CDBG Grantees, but also subrecipients must have financial management systems in place that comply with standards specified in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in [2 CFR Part 200](#).

Grantee Budget (Grant and Program Income)

The City of Minot needs to have accounting records that identify all HUD programs and awards received and expended. This requirement is met by specifying, as applicable, the Catalog of Federal Domestic Assistance (CFDA) title and number, HUD award identification number and year, HUD's agency name (as the awarding agency), and name of the pass-through entity, if any. (This requirement will most likely be addressed in the chart of accounts.) Also, City of Minot's accounting records should contain information on annual CDBG awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned. The City of Minot program and financial staff will be responsible for ensuring that budgets are appropriately set up and approved, that mechanisms are in place to track all revenues and expenses through the Munis system, including program income generated from the CDBG program. Additionally, staff will have a firm understanding of how to use various HUD tools and guidance to ensure for managing the financial health of the program.

Program Income

The City of Minot can reuse any revenue generated from projects undertaken with CDBG funding (known as program income) towards other eligible activities within the entitlement community. Also, any program income earned by a subrecipient can be retained by the subrecipient provided that, the CDBG written agreement allows retention of the program income by the subrecipient; the income is treated as additional CDBG funds; and the program income is subject to all applicable federal and local requirements.

As defined in [24 CFR Part 570.500](#), program income includes, but is not limited to, the following:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- Proceeds from the disposition of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired by subrecipients/entities with CDBG funds, less costs incidental to generation of the income;
- Gross income from the use or rental of real property, owned by subrecipients/entities, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
- Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
- Interest earned on program income pending its disposition.

Subrecipients must track program income in their chart of accounts, using a segregated account for managing sources and uses. By the 15th day of the month following the end of the quarter, the subrecipient's program manager submits a report to the City that shows each transaction that generated program income and the subsequent transaction for which the program income was applied.

CDBG regulations require that, at the end of each program year, the City of Minot must determine whether they have excess program income on hand and return any excess to its line of credit. If the program income balance is in excess of one-twelfth of the City of Minot's most recent entitlement grant it must be remitted to the City of Minot's line of credit as soon as practicable after the excess is determined.

Indirect Cost Allocation Plan Approval Process

In addition to the City of Minot's fiscal responsibility to ensure that CDBG funds are used in accordance with all program requirements, all administrative costs that are charged to the federally awarded CDBG program should be closely reviewed. Any indirect costs for which a subrecipients requests reimbursement are unallowable unless an indirect cost allocation plan has been preapproved by the City of Minot for a specific activity and contract. An approved indirect cost allocation must be in accordance with the requirements of the federal award to which they apply and [2 CFR Part 200, Cost Principles for Non-profit Organization, Appendix IV](#).

All costs included in the proposal must be properly allocable to federal awards on the basis of a beneficial or causal relationship between expenses incurred and the agreements to which they are allocated. The same costs that have been treated as indirect costs cannot be claimed as direct costs.

Accounting System

The City of Minot is required to have accounting records that sufficiently identify the source and application of CDBG funds provided to them. To meet this requirement, the City of Minot's accounting system should include at least the following elements:

- *Chart of accounts* – This is a list of account names and the numbers assigned to each of the account names. The names provide a description of the type of transactions that will be recorded in each account (e.g., an account titled “cash” denotes that only transactions affecting cash should be recorded in that account). The account number is required by most accounting software programs and is assigned to an account name to group similar types of accounts. For example, all asset accounts will begin with a “#1” and all liability accounts will begin with a “#2”. A typical chart of accounts will generally include the following categories: assets, liabilities, net assets/fund balance, revenues and expenses.
- ☐ *Cash receipts journal* - A cash receipts journal documents, in chronological order, when funds were received, in what amounts and from what sources.
- ☐ *Cash disbursements journal* - A cash disbursements journal documents, in chronological order, when an expense was incurred, for what purpose, how much was paid and to whom it was paid.
- ☐ *Payroll journal* - A payroll journal documents payroll and payroll related benefit expenses on salaries and benefits, including distinguishing between categories for regulatory purposes.
- ☐ *General ledger* - A general ledger summarizes, in chronological order, the activity and financial status of all the accounts of an organization. Information is transferred to the general ledger after it is entered into the appropriate journal. Entries transferred to the general ledger should be cross-referenced to the applicable journal to permit the tracing of any financial transaction.

All journal entries must be properly approved and supported by source documentation.

Documentation must show that costs charged against CDBG were:

- ☐ Incurred during the effective period of the agreement with HUD; ☐ Actually paid out (or properly accrued);

- Expended on eligible items; and
 - Approved by the appropriate official(s) within the organization.
- Source documentation must explain the basis of the costs incurred and the actual dates of the expenditure. For example: ○
- Source documentation for payroll would include employment letters, authorizations for rates of pay and benefits and time and attendance records.
 - Source documentation on supplies would include purchase orders or purchase requisition forms, invoices from vendors, canceled checks made to vendors, information on where the supplies are stored and the purpose for which they are being used.
- The City of Minot ensures that its accounting records include reliable, up-to-date information on the sources and uses of CDBG funds, including:
- Amount of federal funds received;
 - Current authorization of funds;
 - Obligations of funds;
 - Unobligated balances;
 - Assets and liabilities;
 - Program income; and
 - Actual expenditures broken down by the grant program and year for which the funds are derived and the activity on which the funds were used.

IDIS (including reconciliation with Accounting System)

The Integrated Disbursement and Information System (IDIS) is an electronic system that the City of Minot uses to effectively fund and report on its CDBG program. IDIS also provides HUD with timely information on both a grantee's performance and compliance. Grantees can use IDIS reports as a key tool to better manage its CDBG program. Guidance on the use of IDIS for activity setup, funding, drawdowns, accomplishment reporting as well as generating reports is available from a complete manual entitled [IDIS Online for CDBG Entitlement Grantees](#).

IDIS generates standard CDBG program reports that provide financial and performance information. There are 89 different "PR" reports available in a noncontiguous range from PR01 to PR110. The PR05 and PR07 provide drawdown details. Since Fiscal Year 2015, IDIS commits and disburses funds on a grant-specific basis, regardless of when the funds were appropriated. It does not use first in, first out methods as in the past.

eCon Planning Suite

The City of Minot uses the [eCon Planning Suite](#) to integrate the development of its annual Action Plan and the IDIS activity setup and funding processes. This ensures that all of the key reporting elements of the grants management cycle are integrated into one system and ensures cohesiveness between the goals described in the Consolidated Plan and Action Plan and the

outcomes tracked in IDIS and reported in the Consolidated Annual Performance and Evaluation Report (CAPER).

Importantly, IDIS will also need to be reconciled with the City of Minot's accounting system. Both systems of tracking funds must be coordinated and tell the same story about funding allocations and drawdowns. Obligations, expenditures, and program income submitted to HUD in the (CAPER), or other applicable reports must all reconcile with the accounting records. As the City of Minot or its subrecipients incur expenses, claims for payment are submitted, reviewed and approved for payment by appropriate CDBG program staff who then sends claims for payment to the Accounts Payable Division in the Finance Department. After checks have been issued for these claims, drawdowns of these expenses are completed in IDIS. To guide its effective use of IDIS, City staff refers to: [IDIS Training for CDBG Grantees](#).

Procurement

The City of Minot is responsible for ensuring that its procurement of goods and services with CDBG funds conform to or exceed Federal procurement standards. It must also determine the adequacy of performance under subrecipient agreements and procurement contracts and take appropriate action when performance problems arise.

All procurements made in whole or in part with CDBG funds must comply with the applicable federal requirements found in [2 CFR Part 200.318](#) (General Procurement Standards). The requirements governing the purchasing process are designed to ensure that the City:

- Follows a **free and open competitive process** in securing those products or services.
- Properly **documents** its purchasing activities and decisions.
- Observe the special **rules for particular kinds of purchases** (small purchases, competitive sealed bids, competitive proposals, and sole source procurements).
- **Properly bond and insure** work involving large construction contracts and/or subcontracts.
- Use **local businesses** and contract **with small, minority and/or women-owned businesses** to the maximum extent feasible.

Matrix of Applicability: Rules and Types of Federal Award Recipients			
Rule	All federally funded recipients	Local governments and subrecipients	State governments and subrecipients
2 CFR Part 200.317, 322, 326, Appendix II		yes	yes
2 CFR Part 200.318 – 326, Appendix II		yes	limited to above
Debarment	yes	yes	yes
Davis-Bacon	yes, if program threshold met	yes, if program threshold met	yes, if program threshold met
Work hours and safety	yes	yes	yes
Equal opportunity	yes	yes	yes
Section 3	yes, according to thresholds	yes, according to thresholds	yes, according to thresholds

The City of Minot should use whichever procurement policy is stricter, theirs or CDBG's.

For more on expectations around Financial Management in the CDBG program and a useful checklist, see Exhibit 34-1 *Guide for Review of Financial Management and Audits* of the [CPD Monitoring Handbook 6509.2](#).

Chapter 4 – Program Compliance

- Environmental Review
- Fair Housing & Nondiscrimination (including Section 3)
- Labor Standards

Upon HUD approval of each annual Action Plan and issuance of a CDBG grant award, the letter of approval to the City of Minot places conditions on the grant award. The City of Minot is expected to ensure that its Community Development program complies with all related federal laws and regulations.

Standard conditions for the use of CDBG funds include provisions related to environmental review, fair housing and non-discrimination as well as labor standards. Because those three “cross-cutting” federal requirements are certain to apply to all CDBG grantees, they are detailed in this Chapter. Uniform Relocation Act requirements and Lead-Based Paint Standards may also apply. Guidance for those two additional requirements appear in the Appendix B. Links to the HUD Exchange for the full range of possibly applicable laws and regulations are provided as well.

Environmental Review

One standard condition relates to environmental review. The letter states that no CDBG funds may spent on projects without conducting an environment review and documenting that review in an ‘environmental review record’. The City of Minot enters into a grant agreement with HUD making assurances that it will satisfy that condition. As such, the following procedure must be followed in conformance with those assurances, related HUD guidelines and federal law.

Among the applicable requirements:

- ☐ The National Environmental Policy Act (NEPA) of 1970 requires federal agencies to go through a formal process before taking any action anticipated to have substantial impact on the environment
- ☐ HUD regulations at [24 CFR Part 58](#) allow the assumption of authority to perform the environmental reviews by responsible entities (REs). Responsible entities are limited to states or units of general local government, such as a city or county. The responsible entity is accountable for the scope and content of the review and for deciding of whether a CDBG funded activity has any significant environmental impact
- ☐ Other related federal environmental laws and authorities [View Resources](#)

HUD Guidance

HUD's regulations at 24 CFR 58.22 prohibit grant recipients and their partners from committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project anticipates CDBG funding. This prohibition on "choice-limiting actions" prohibits physical

activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions.

HUD has developed an online system for developing, documenting, and managing environmental reviews. It covers all levels of environmental reviews for CDBG funded projects and includes on-screen guidance for completing HUD environmental reviews. The City of Minot staff who undertake environmental reviews may access the system referred to [HEROS - HUD's Environmental Review Online System](#).

Basic Environmental Review Procedures

These environmental review procedures must be completed for each CDBG funded program, project or activity carried out with HUD grant awards to the City of Minot as applicable.

☐ Environmental Review Record (ERR)

The City of Minot must prepare and maintain a written record of the environmental review undertaken for each project. This written record or file is called the Environmental Review Record (ERR), and it must be available for public review upon request.

- Depending on the project, the City of Minot will require that a subrecipient, partner or other party cooperate in gathering information for the review.
- Planning staff will ask that a project sponsor provide information or complete an environmental review checklist based on the scope and content of a proposed project.
- Staff will utilize that information in determining how a project may be best considered for environmental review, or whether more detailed information will be needed to evaluate that question.

Funding applicants seeking to use grants for acquisition or construction projects should compile information for the ERR to the best of their knowledge and ability. The City of Minot staff will be available to provide assistance, and will review the data gathered upon completion.

• Categories

The ERR will vary in length and content depending upon the level of review required for the categories of activities. The five levels of environmental reviews and examples of CDBG activities are as follows:

1. Exempt (Planning & Administration Activities)
2. Categorically Excluded from NEPA, not subject to the related laws and authorities (Delivery of Public Services)
3. Categorically Excluded from NEPA, subject to the related laws and authorities (Street Paving or Park Improvements)
4. Environment Assessment (Construction of Public Facilities)

5. Environmental Impact Statement (Large Scale Development Projects with Potential for Significant Impact)

• Process for Clearance

Depending on the required level of environmental reviews, staff will proceed to complete the environmental review procedures on behalf of the City of Minot in the capacity of Responsible Entity (RE).

Appearing on the following page is a detailed flow chart for the environmental review process beginning with grantee defining the project, determining the necessary level of review, completing the appropriate assessment (with applicable consultation and noticing) and ending with a satisfactory ERR.

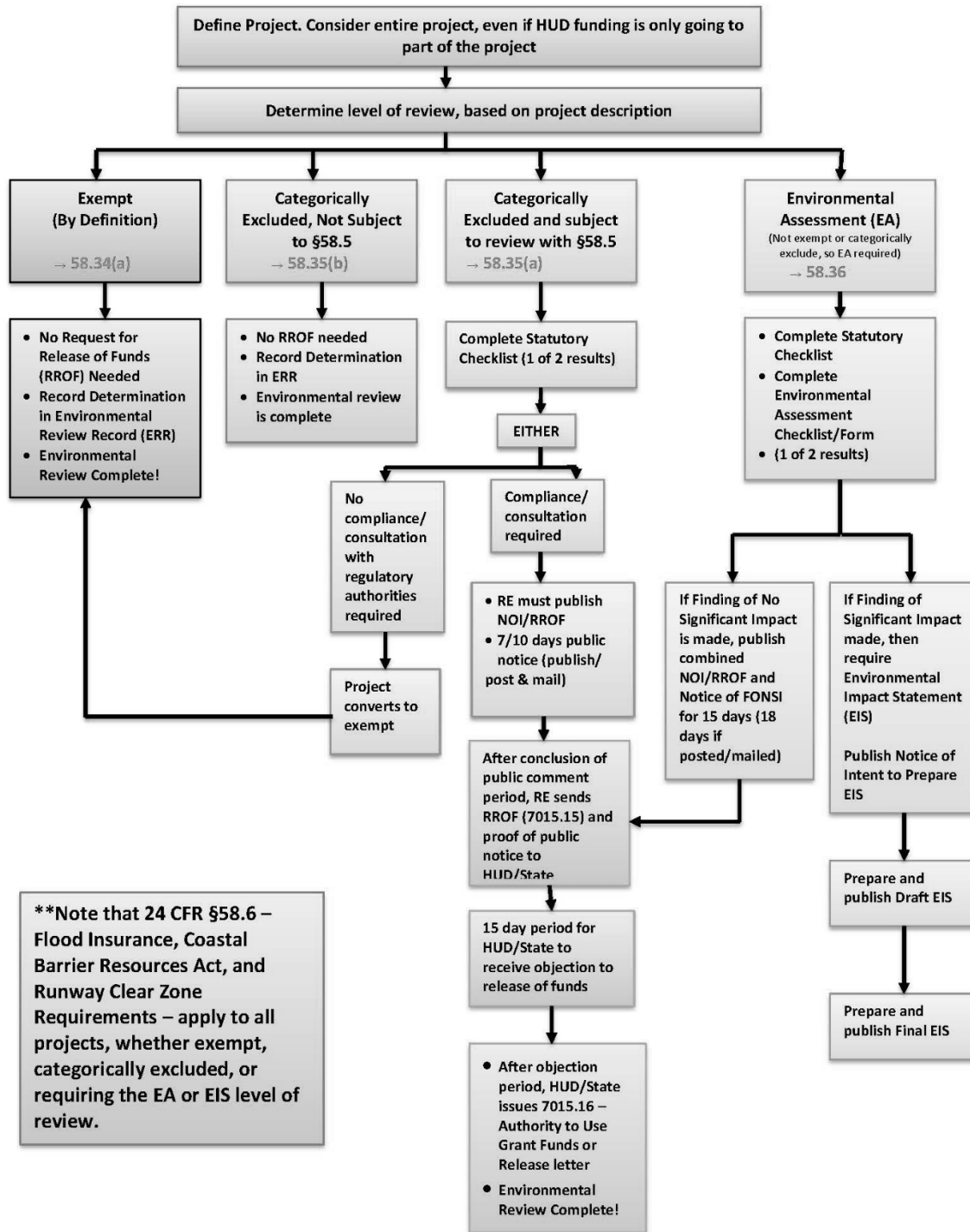
For a project site that meets HUD's environmental review standards, the typical outcome is to publish a notice known as a "Finding of No Significant Impact," or "FONSI" in the local paper. That FONSI allows the public to comment directly to HUD on the content of and methodology used to create the ERR for the project.

Following the comment period, any comments are considered by HUD and through the City of Minot's formal request, the ERR may be approved. This is accomplished through a process known as the "Request for Release of Funds and Certification."

Public comments, concerns and appropriate resolution by the recipient are extremely important and must be fully documented in the ERR.

For the City of Minot, the Mayor or City Manager is the certifying official and will sign the official document on behalf of the HUD grantee.

Environmental Review Process (To Be Conducted by Responsible Entity)



As indicated above, the ERR must contain all the environmental review documents, public notices (and proof of their publication), and written determinations or environmental findings required by 24 CFR Part 58 as evidence of review, decision making and actions pertaining to a particular project.

Depending on the level of review, the ERR will include evidence of analysis shown at the HUD Exchange [here](#). This may include the so-called [Statutory Checklist](#) and [Additional Factors to Consider in an Environmental Assessment](#).

Documents included in the ERR must:

- ☐ Describe the project and each of the activities comprising the project, regardless of individual activity funding source;
- ☐ Evaluate the effects of the project or the activities on the human environment;
- ☐ Document compliance with applicable statutes and authorities; and
- ☐ Record the written determinations and other review findings required by 24 CFR Part 58.

NOTE: A full environmental assessment may take longer than expected, depending on project and site complexity. Each project sponsor is admonished to respect the prohibition on "choice-limiting actions" regarding physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions. The City of Minot staff will discuss this process with project sponsors in more detail as they work through the environmental review process.

Fair Housing & Nondiscrimination (including Section 3)

When seeking HUD approval of CDBG funding, the City of Minot, ND also makes assurances that it will affirmatively further fair housing and ensure equal opportunity under [applicable federal laws](#). As such, the following procedure must be followed in conformance with those assurances, related HUD guidelines that enforce such federal law.

The applicable requirements include:

Federal and State Laws and Regulations	Fair Housing & Non-discrimination	Accessibility	Equal Employment & Contracting
Title VI of the Civil Rights Act of 1964	X		
Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act)	X	X	
Section 109 of Title 1 of the HCD Act of 1974	X		X
The Fair Housing Amendment Act of 1988	X		
The Age Discrimination Act of 1975	X		
Section 504 of the Rehabilitation Act of 1973	X	X	X
The Americans with Disabilities Act of 1990 (ADA)	X	X	X
Section 109 of Title I of the HCD Act of 1974	X		X
The Equal Employment Opportunity Act			X
Section 3 of the Housing and Urban Development Act of 1968			X
Executive Order 11246			X
2 CFR Part 200 (Uniform Administrative Requirements)			X

Overview of Procedures

The City of Minot and its subrecipient, partner or other parties must adhere to all the basic tenets of fair housing and equal opportunity regulations. Recipients are prohibited from practicing discrimination on the grounds of race, color, national origin, religion, sex, handicap, or familial status.

This prohibition applies to all project contractors or subcontractors. Beneficiary information should be requested, collected and necessary demographic data compiled, with a summarization of this information made available in the project file for public review.

Fair Housing

According to HUD's Fair Housing Planning Guide, the broad objectives of Affirmatively Furthering Fair Housing (AFFH) can be interpreted to mean:

- Analyze and eliminate housing discrimination in the jurisdiction.
- Promote fair housing choice for all persons.
- Provide opportunities for racially and ethnically inclusive patterns of housing occupancy.
- Promote housing that is physically accessible to, and usable by, all persons, particularly persons with disabilities.
- Foster compliance with the nondiscrimination provisions of the Fair Housing Act.

Accessibility

The City of Minot shall abide by HUD regulations in Section 504, HUD's implementation of the American with Disability Act (ADA). The City of Minot is to conduct a self-evaluation of accessibility to determine their current programs, services, policies, and practices meet the requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Equal Opportunity

Nondiscrimination is a requirement of employment and employment practices. Employment opportunities may not be denied on the basis of race, color, national origin, sex, age, religion, familial status, or disability. Affirmative action and equal employment opportunity policies are fundamental aspects of CDBG funded activities.

The ADA modifies and expands the Section 504 Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

Section 3

Pursuant to Section 3 guidance, direct recipients of HUD financial assistance must ensure that employment and other economic opportunities generated by that assistance is directed to low- and very low-income persons. This entails special outreach to such residents and businesses for those opportunities, setting goals and submitting reports to HUD for the purpose of determining the effectiveness. Direct recipients include entitlement communities and certain NOFA awardees that utilize HUD funding for construction and rehabilitation activities.

Within 3 months of the end of a fiscal year, the City of Minot must annually submit HUD Form 60002 through HUD's on-line system Section 3 – Performance Evaluation and Registry System (SPEARS). SPEARS can be accessed [here](#).

Labor Standards

Similar to the assurances City of Minot makes to HUD regarding environmental review and fair housing, it agrees to follow federal labor standards on CDBG funded projects. As such, the following procedure must be followed in conformance with those assurances, related HUD guidelines and federal law.

The applicable requirements include:

- The Davis-Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on non-housing federally assisted construction contracts over \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. Non-housing activities include construction or rehabilitation of a public facility (e.g., a homeless shelter or senior center), or installation of public improvements to support affordable housing or provide benefit to low-income neighborhoods (e.g. streets, water/sewer lines).

Federal Davis-Bacon prevailing wage rate requirements may also apply to a federally-assisted housing project if you are proposing a:

- CDBG-funded project that will involve rehabilitation of multifamily housing containing eight or more assisted units; or
- HOME-funded project that will build or rehabilitate 12 or more assisted units.

These requirements often have an impact on the cost of projects and carry with them significant record-keeping procedures. Applicants are encouraged to contact staff early in their project planning for further information if a proposed project will be subject to Davis-Bacon. If yours will be a covered project, your solicitation documentation will need to alert contractors that Davis-Bacon requirements apply, and will need to include the appropriate federal wage decision and other required labor provisions. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts. Federal wage decisions will be made available by staff for project cost feasibility determinations upon request, or can be found here.

Overview of Procedures

These specific procedures are used by the City of Minot to assist contractors and subcontractors in meeting contractual labor standards responsibilities. All major administrative and procedural activities are described in the sequence they will occur as the construction project progresses. The word “employer,” as used below, refers to the prime contractor, each subcontractor, or each lower-tier subcontractor.

Payrolls and documentary evidence of compliance is required to be sent in the delivery procedure as follows:

- ☐ Each lower-tier subcontractor, after careful review, submits required documents to the respective subcontractor.
 - ☐ Each subcontractor, after checking his own and those of each lower-tier subcontractor he may have, submits required documents to the prime contractor.
- The prime contractor, after reviewing all payrolls and documentation, including his/her own, and correcting violations where necessary, submits all certified payroll reports to grant administration staff.

Working Subcontractors Are Not Exempt from Receiving Prevailing Wage. Davis-Bacon Act regulations specifically stipulate that independent subcontractors are not exempt from receiving weekly prevailing wage for the classification of work that they perform. This is true regardless of any contractual relationship between the primary contractor and subcontractor. This means that it is the prime contractor's responsibility to ensure that a prevailing wage rate is paid to subcontractors performing on-site work. (Source: Department of Labor Relations Letters dated January 13, 1993 and December 2, 1996.)

Before Construction Begins

City of Minot staff must ensure that the prime contractor has:

- Not been debarred or otherwise made ineligible to participate in any Federal or federally-assisted project (search for excluded contractors at www.sam.gov)
- Received the appropriate contract provisions covering labor standards requirements.
- Reviewed and understands all labor standards contract provisions
- Received the applicable wage decision as part of the contract.
- Requested and received the minimum wage for each classification to be worked on the project that was not included on the wage decision by completing the additional wage classification process and before allowing any such trade(s) to work on the project.

At Construction Start

City of Minot staff must ensure that the contractor has:

- ☐ Notified staff of the construction start date in writing
- ☐ Has placed each of the following on a bulletin board that is prominently located on the project site and can be easily seen by workers (and replaced if lost or unreadable at any time during construction):
 - A copy of the Wage Decision
 - "Notice to Employees" Poster
- ☐ Before assigning each project worker to work, has obtained the worker's name, job classification, and best mailing address. (Note: It is no longer necessary to report an employee's Social Security number on every certified payroll report. Only the last four digits of the

employee's SSN must be reported, and only on the first payroll report in which that employee worked on the Davis-Bacon covered project).

- ☐ Has informed each worker of:
 - His/her hourly wages (not less than the minimum wage rate for his/her work as stated on the Wage Decision);
 - Payment of overtime at the rate of time and one half for all work over 40 hours per week;
 - Fringe benefits, if any (see wage decision for any required), paid in cash or into an approved third-party trust; and
 - Permissible deductions from his/her pay and/or any deductions voluntarily requested in writing from the employee.

During Construction

City of Minot staff must ensure that the contractor:

- ☐ Has not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off, and not dismissed any project worker because of race, color, religion, sex, or national origin or other Federal, state or local protected class.
- ☐ Must comply with all safety and health standards.
- ☐ Must pay all workers weekly
- ☐ Must submit weekly payroll reports prepared on either recommended form WH-347 (or on computerized printouts cleared by grant administration staff) and accompanied by the Statement of Compliance.

Weekly Payroll Review

City of Minot staff must ensure that:

- ☐ ☐ Subcontractors and lower-tier subcontractors have promptly reviewed the weekly payroll for compliance with all labor standards requirements (using this checklist) and has made any necessary corrections
- ☐ ☐ The prime contractor has received all weekly payrolls or reports that no work was performed (refer to "No Work Performed" Notice) from each subcontractor or lower-tier subcontractor, has reviewed and requested necessary corrections and has submitted all payrolls, including his own, to grant administration staff within 7 work days of the last date of the respective work week.

After Project Completion

City of Minot staff must ensure that:

Each employer keeps all weekly payroll reports on the project for no less than three years after the prime contractor's project completion date.

Periodic Report

Lastly, City of Minot staff must ensure a report on labor standards compliance activity is submitted to HUD. As a HUD entitlement community that completes construction projects over \$2,000 in cost, City of Minot is required to semi-annually submit the Semi-Annual Labor Standards Enforcement Report on HUD Form 4710, to HUD's Labor Relations Specialist. This action enables to HUD to satisfy its responsibilities under the Davis-Bacon and Related Acts (DBRA) and Contract Work Hours and Safety Standards Act.

Chapter 5 – Monitoring

- Internal Review (within local government)
- Subrecipient Oversight
- Records to be Maintained

During the implementation of its CDBG program, City of Minot's staff are responsible for internal reviews, oversight of subrecipients and ensuring that records demonstrating compliance with program requirements are maintained. Monitoring is not a one-time event, but rather an ongoing process during which staff have an opportunity to ensure their internal systems are sound and to build relationships with subrecipients. While monitoring activities differ depending on the type of CDBG program or project being administered, monitoring begins with determining whether projects are eligible and concludes with closing out grants and/or long-term monitoring of certain projects.

City of Minot staff oversee the following subrecipient flow of activities to ensure compliance with CDBG regulations and procedures:

- Eligibility verification
- Procurement
- Pre-construction
- Construction
- Invoice/change order requests
- Project completion

The City of Minot's monitoring process follows the standards and procedures detailed in HUD monitoring handbooks, guidelines, and technical assistance publications. See CPD Monitoring Handbook 6509.2.

The objectives are to ensure that subrecipients:

- Carry out their CDBG-funded projects in a timely manner, as described in their agreements (as modified or amended).
- Determine if any conflicts of interest exist in the operation of the CDBG program, per 24 CFR 570.611.
- Comply with all regulations governing their administrative, financial, and programmatic operations.
- Achieve their performance objectives within schedule and budget.
- Have continuing capacity to carry out the approved program or project.
- Maintain required records to demonstrate compliance with applicable regulations.
- Comply with the Federal monitoring requirements of 24 CFR 570.501(b) and with 2 CFR 200.328 and 2 CFR 200.331.

Internal Review (within local government)

An important part of monitoring is conducting regular internal soundness checks of the City of Minot's policies, procedures, and systems. Conducting at least annual internal assessments will help the City of Minot to: (1) ensure that its program is strong and efficient; (2) easily complete HUD-required reporting; and (3) prepare Grantee for monitoring visits from HUD.

Some questions that the City of Minot should ask of itself during internal assessments include:

- What is the City of Minot's system for ensuring that CDBG funds are used in accordance with program requirements?
- Does the City of Minot maintain written procedures describing its management of the CDBG program?
- How are responsibilities for implementing and managing the CDBG program assigned and delegated?
- Who is in charge of the overall day-to-day administration of the program and does this person have appropriate authority to effect change or force actions to occur?
- If activities are carried out by multiple departments within the City of Minot's governmental structure, do the departments communicate well, share information, and address concerns with performance?
- Has a system been developed/maintained to track the progress of each CDBG-funded project or activity with a timetable and scheduled completion dates?
- Does the program participant have an information system to collect the following data for the CAPER, with regard to the use and investment of CDBG resources? Does in-house information match information entered into IDIS for these data points?
 - Physical location and geographic distribution?
 - LMI beneficiaries?
 - Racial/ethnic data (beneficiaries and displaces)?
 - Fair housing actions?
 - Housing characteristics?

Subrecipient Oversight

Monitoring of subrecipients should maximize limited grantee resources by directing efforts to those entities that are at the greatest risk for non-compliance. To ensure full compliance with the regulations, the City of Minot takes a proactive approach to oversight, including desk and on-site monitoring that involves several tasks throughout the program year.

Desk Monitoring

The desk monitoring process involves an initial review of activities, and informs the City of Minot's risk assessment which is used to determine which subrecipients will receive an on-site monitoring visit. To conduct a desk monitoring, City of Minot staff review all the written data available in-house, and follow these steps:

- Step 1: Review subrecipient's application for CDBG funding
- Step 2: Review the subrecipient agreement.
- Step 3: Review any progress reports submitted during the current program year.
- Step 4: Review any drawdown requests made to date.
- Step 5: Review documentation of previous monitoring visits and copies of any audits by HUD or any independent party.

Risk Assessment

The annual risk assessment carried out by City of Minot staff is key to developing the monitoring plan. The risk assessment is designed to match staff resources with the highest risk activities based on indicators of need and capacity among subrecipients. Decisions are made to ensure the integrity of programs, including identifying of the subrecipients to be monitored on-site and remotely, the program areas to be covered, and the depth of the review. The selection process should result in identifying those subrecipients and activities that represent the greatest vulnerability.

A list of subrecipient risk factors that should be considered in the assessment follows:

- Ongoing turnover or recent loss of experienced staff responsible for programmatic implementation or financial management
- The amount of the CDBG award
- Inaccurate, incomplete or late performance reports
- Inaccurate or untimely reimbursement requests
- City of Minot staff experience persistent difficulties with managing the subrecipient
- Whether the subrecipient was monitored in the previous year
- The amount of program income a subrecipient generates from its activity

On-site Monitoring

The key document in the monitoring process is the subrecipient agreement. The agreement details all pertinent regulations, certifications and deliverables, as well as the schedule and budget that the subrecipient must comply with in carrying out project activities. The agreement, which incorporates the guidance provided by this manual, also details the performance measures that the subrecipient must meet, including the documentation required to substantiate both performance and compliance.

Staff will use the subrecipient agreement and HUD's CDBG subrecipient monitoring checklists for continuous oversight of project activities and to conduct onsite monitoring visits. The monitoring exhibits are found in HUD's CPD Monitoring Handbook 6509.2.

Site visit monitoring procedures include the following sequence of events:

A. Issue a Notification Letter:

1. Confirm the dates and the scope of the monitoring;
2. Provide a description of the information you want to review during your visit; and
3. Specify the expected duration of the monitoring, which of your staff will be involved, what office space you require, and what members of the subrecipient's staff you need to talk with.

B. Conduct an Entrance Conference:

1. Subrecipient staff have a clear understanding of the purpose, scope and schedule of the monitoring

C. Documentation, Data Acquisition and Analysis

1. Annotate a monitoring checklist or handbook with notes about particular case numbers, statistics or financial figures; and
2. Review and analyze the subrecipient's written policies obtained from the file reviews, on-site inspection of projects, or discussions with subrecipient staff

D. Conduct an Exit Conference with the following objectives:

1. To present preliminary results of the monitoring visit;
2. To provide an opportunity for the subrecipient to correct any misconceptions or misunderstandings;
3. To secure additional information from subrecipient staff to clarify or support their position;
4. For any deficiency that the subrecipient agrees with, to provide an opportunity for subrecipient staff to report on steps they are already taking to correct the matter; and
5. To give the subrecipient an opportunity for questions and additional technical assistance.

E. Prepare a Follow-up Monitoring Letter

1. Include background information: contract number of grant(s) monitored; date(s) of monitoring; names(s) of CDBG staff who conducted the review; scope of monitoring; names of local officials involved in the monitoring visit
2. Describe any deficiencies (finding/concerns/recommendations defined below) formally and quickly in a letter that also includes corrective actions as appropriate.
3. Create a permanent written record of what was found during the monitoring review.
4. Document findings, which are non-compliance with the rules and regulations of the CDBG program and ensure each finding is:
 - a. Accurately identified;
 - b. Based on applicable law, regulation, or program policy;
 - c. Supported by the facts presented in the monitoring letter;
 - Identify corrective actions and timeframes for correction;
 - Identify concerns, less serious deficiencies, with supportive information and specific recommendations for improvement.
 - If appropriate, offer technical assistance.

The monitoring letter will be sent within 30 days of the monitoring visit or earlier, if possible, particularly if there are major findings. Subrecipients must respond in writing to any findings within 30 days after receipt of the monitoring letter. The response must include copies of supporting documentation demonstrating that corrective actions has been taken. Failure by the subrecipient to correct deficiencies may result in funds being withheld and possible restrictions on future grants.

Contractors

In addition to monitoring of subrecipients, the City of Minot conducts regular oversight of contractors engaged to perform services as a result of procurement. This oversight generally follows the terms of the written agreement between the City of Minot and the contractor. As noted in Chapter 4 on Program Compliance, a wide range of requirements must be met, documented and reported. Further details on this oversight depend also on the type of contract, its value and other circumstances.

Chapter 6 – Reporting

- CAPER
- Federal Financial Report and Other Reports
- Audit

Toward the end of the grant cycle, the City of Minot must address its obligation to report on use of CDBG funding. Reporting is a critical part of ensuring that CDBG funds are being used for the purpose for which they were intended. There are five major reports that staff need to prepare. Each have specific purposes, and guidance and tips on how to best meet the reporting requirements are included in Appendix B. The City of Minot has designated staff that is responsible to meet the reporting deadlines as

mandated by regulations. The reports are due to HUD at various points throughout the year as indicated below.

Consolidated Annual Performance Evaluation Report (CAPER) The CAPER explains how the City of Minot is carrying out the housing and community development strategies, projects, and activities described in its Consolidated Plan and annual Action Plans. It is meant to report and assess the progress towards achieving strategic plan goals. City of Minot staff prepare the CAPER annually, entering and submitting the report in IDIS as part of the eCon Planning Suite. The CAPER reports data on beneficiaries and common indicators (such as number of persons, households, businesses, units, or beds assisted) for nearly all program activities. Along with financial information, these indicators demonstrate results as part of an outcome performance measurement system.

The CAPER is made available for a 15-day public review and comment period at the end of each program year, in addition to being discussed at no fewer than three (3) City Council advisory and Committee meetings. Public comment is solicited through brief surveys, print advertisements, and welcomed at a public hearing held during a meeting of the City of Minot City Council. The City of Minot must submit the locally approved CAPER to HUD no later than 90 days following the close of the program year. Failure to submit the CAPER may result in the suspension of funds or withdrawal and reallocation of funds as determined by HUD.

The CAPER submission includes preparation of the PR-26 Financial Summary Report, including the PR 26 Activity Summary Report. The report documents whether the City is in compliance with CDBG's primary objective which is to use funds primarily for the benefit of low- and moderate-income persons. The report also determines whether the City is in compliance with the limitations placed on administrative and public services costs. To prepare the report, the City. Steps for completing the report include generating the following micro strategy reports from IDIS:

- PR-03 CDBG Activity Summary Report
- PR-07 Drawdown Report by Voucher Number
- PR-09 Program Income Detail by Program Year and Program
- PR-26 Prior Year CDBG Financial Summary Report

Housing staff runs the initial reports from IDIS and reconciles them with what's been invoiced and reported by subrecipients. If any activities were improperly entered, corrections are made in IDIS, the reports are re-run and submitted to the Finance Department for review. This step is completed prior to the start of the public comment period to give the public a chance to review the draft report. Finance staff checks the reports against the general ledger, reconciles the report with the Munis accounting system, and submits the approved report to Housing staff. The updated information is used to generate the final report which is submitted to HUD as part of the CAPER.

Federal Financial Report and Other Reports

The City of Minot's staff must ensure that expenditures of CDBG funds are drawn down from the U.S. Treasury on a timely basis, per 24 CFR 570.902. Staff must also prepare and submit four periodic reports during the program year: The Federal Financial Report, the Contract-Subcontract Activity Report, the

Semi- Annual Labor Standards Enforcement Report, the Federal Funding Accountability and Transparency Act (FFATA) Report, and the Section 3 Summary Report.

Each report documents and certifies critical program compliance information that HUD uses to evaluate the City of Minot's risk as part of its annual risk assessment process that determines which Grantees will receive on-site monitoring visits. For this reason, it is critical that each periodic report is prepared accurately and submitted to HUD in a timely manner.

Federal Financial Report

HUD requires CPD grant recipients to periodically submit reports on the financial progress of the CDBG grant. The IDIS Cash on Hand Quarterly Report is collected through the Federal Financial Report (PR 29). This report is submitted in IDIS and is due within 30 days after the end of each quarter. Since the City of Minot operates its grants with HUD on a reimbursement basis, the report will consistently report either a zero balance or negative cash on hand. The instructions for this report form may be obtained [here](#).

The PR 29 is prepared after staff has pulled micro strategy reports from IDIS, including PR 07 and PR 09 which verify which expenses are documented in IDIS. Housing staff enters the information into the PR 29 report template, prints for review and approval by the Finance Department and the Housing Director, and then submits the report via the IDIS portal. The due dates for the PR 29 are as follows:

- Quarter 1 (covering 7/1 – 9/30) DUE: October 30
- Quarter 2 (covering 10/1 – 12/31) DUE: January 30
- Quarter 3 (covering 1/1 – 3/31) DUE: April 30
- Quarter 4 (covering 4/1 – 6/30) DUE: July 30

Contract-Subcontract Activity Report

HUD uses the Contract-Subcontract Activity Report (form HUD-2516) to monitor and evaluate MBE activities against the total program activity and the designated Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals. HUD requires the information to provide guidance, oversight and for the development of MBE and WBE goals. The report must be submitted to the Field Office's Fair Housing and Equal Opportunity (FHEO) representative within 30 days of the end of the federal Fiscal year.

Semi-Annual Labor Standards Enforcement Report

The City of Minot prepares a Semi-Annual Labor Standards Enforcement Report (form HUD-4710) for the periods of October 1-March 31 and April 1-September 30. Each report is submitted to the Field Office Labor Relations Specialist within 7 calendar days after the end of the period covered, or upon request.

The Semi-Annual Labor Standards Enforcement Report provides information on contracts awarded that must comply with the Davis-Bacon Act and Related Acts and/or the Contract Work Hours and Safety Standards Act. Specifically, the report lists each project/contract awarded during the reporting period for which DBRA or CWHSSA is applicable.

The report also includes information on enforcement activities undertaken by the City of Minot during the reporting period. The information reported on contracts (Part I) is separate from that reported on enforcement activity (Part II) and should only be reported to HUD on the HUD-4710 form once. For example, a contract should only be reported on the report corresponding to the period when the contract was awarded. Similarly, enforcement activity is aggregated and reported on the form covering the period when the enforcement activity took place. Therefore, enforcement activity may be reported for projects/contracts that appeared on any prior report as a contract awarded under Part I.

Section 3 Summary Report

The Section 3 Annual Report provides details on the City of Minot's accomplishment towards the Section 3 goals prescribed at 24 CFR Part 135. The City of Minot submits the Section 3 Annual Report online using the Section 3 Performance and Evaluation Registration System (SPEARS) as described in Chapter 4.

Audit

Audit requirements ensure independent review and full transparency. An audit does not just look at the numbers but looks at program performance and compliance. There are specific compliance requirements that are inspected in a CDBG audit. They include:

- Activities allowed and unallowed
 - National objectives fulfilled
 - Eligible activities funded
- Compliance with the Davis-Bacon Act
- Matching, level of effort and earmarking
 - Including at least 70% funds expended for LMI persons
- Compliance with Period of Available Federal Funds
- Procurement, suspension and debarment
- Program income
- Compliance with reporting requirements
- Subrecipient monitoring
- Special tests and provisions
 - Citizen participation
 - Environmental review
 - Rehabilitation is completed

Specific regulatory standards for audits are found at 2 CFR Part 200 Subpart E. Grantees and subrecipients that expend \$750,000 or more in federal awards during a fiscal year, must have a single or program-specific audit conducted.

When the audit is completed, City of Minot must submit to the Federal Audit Clearinghouse the reporting package required by 2 CFR 200.507(c)(3) and the data collection form prepared in accordance with 2 CFR 200.512(b) within the earlier of 30 calendar days after receipt of the auditor's

report(s), or nine months after the end of the audit period. To find out more information visit the webpage <https://harvester.census.gov/facweb/>

For a checklist of what is expected of the Grantee throughout the audit process, see Exhibit 34-1 Guide for Review of Financial Management and Audits of the CPD Monitoring Handbook 6509.2.

Chapter 7 – Closeout

- Completion in IDIS (Beneficiary Data)
- Records and Retention

CDBG entitlement grants between HUD and a grantee are typically not closed out. Rather the grantee continues to receive ongoing allocations each year with congressional appropriations. However, where there are serious performance issues, HUD may close a grantee's program so that no additional funds are received (see 24 CFR Subpart O). Other special circumstances for closing grants between a grantee and HUD are described in Notice-CPD-14-02, Closeout Instructions for CDBG Program Grants. For instance, a metropolitan city that was a direct grantee may decide to relinquish its entitlement status in order to become part of an urban county. In this case, HUD may close the city's grant.

So, while it is unlikely that a grantee will need to close its CDBG grant with HUD, to complete the lifecycle of an activity funded by CDBG, City of Minot staff must close out each activity. Activities cannot be closed out until a final invoice is submitted by the subrecipient and all monitoring activities have been completed.

Closeout is an integral internal management process by which programmatic, financial and management staff verify that appropriate records demonstrating compliance with all applicable HUD regulations are on file and ready for audit. These documents should provide a comprehensive record of project activities, beneficiaries, and total cost. The City of Minot must maintain these records to demonstrate that it has met all of its obligations to HUD as delineated in the Action Plan certifications that are signed and submitted to HUD with Form PR 26.

Completion in IDIS (Beneficiary Data)

Staff implements closeout procedures as part of IDIS activity. This includes accomplishment reporting and completion as well as the preparation of the CAPER.

Accomplishments must be reported for all CDBG activities except those that do not meet a national objective. HUD expects all grantees to report activity accomplishments as they are realized, but at least quarterly. City of Minot staff must report accomplishments for each program year the activity is open and at activity completion. (The only exception to quarterly/annual reporting is public facilities, which should not be reported until the facility is complete). Specific instructions appear in the IDIS Manual for CDBG Entitlement Communities.

City of Minot staff will verify that records are available to demonstrate that each CDBG

activity has complied with 24 CFR 570 and all City of Minot procedures have been followed in the implementation of each activity.

The closeout process may vary between different activities. However, a best practice is presented in the steps below:

1. Receive final reimbursement request and final report from subrecipient, contractor or other entity. The final report should consist of the following:

- Financial Information: This information summarizes all grant expenditures by activity as identified in the current project budget. All budget amendments should be submitted and approved prior to submitting the final report. If the report is submitted and grant funds remain at the end of a project, the subgrantee must follow the instructions contained in its written agreement or contact the City of Minot for instructions.
- Accomplishments Data: This element requires specific information regarding project impact. The subgrantee must maintain adequate records throughout the project lifecycle to successfully complete this section. The number of LMI beneficiaries must be listed in this section. Any changes between the proposed number of beneficiaries and the actual number of beneficiaries must be addressed.
- Census tracts and/or block groups cited must correspond to the written agreement, unless otherwise noted. Demographic data for each census tract and block group must be reported. The subgrantee must provide updated information regarding the LMI benefit achieved by the project. For economic development projects, subrecipients must report on job creation and retention.

2. Verify financial and programmatic records and supporting documentation. This may involve preparing activity records for future audit by third parties. When working with subrecipients, ensure that subrecipient monitoring has been conducted to verify subrecipient files properly maintained and funds were properly invested. Any monitoring findings must be resolved.

3. Process the final reimbursement request to ensure timely payment of reimbursement requests.

5. Conduct the final IDIS drawdown by initiating a final draw of activity funds in IDIS.

6. Mark Activity “Complete” in IDIS, as appropriate, and provide for management review of programmatic and financial records prior to marking a particular activity “complete” in IDIS. See Records section below for information on records that should be maintained.

Records and Retention

City of Minot staff should place complete documentation in the corresponding CDBG activity file, including, but is not limited to:

- Written agreements;
- Key accounting records;
- Supporting documentation;
- Correspondence and e-mails between and among related parties;
- Evidence of monitoring (monitoring letter, entrance conference sign-in sheet, monitoring results, supporting documentation etc.)

CDBG subrecipients must adhere to HUD's recordkeeping requirements as contained in 24 CFR 570.506. HUD funded records must be retained for five years after the completion of the program, in order to allow access for audit and public examination. If audit findings are not resolved, the records must be retained beyond the five years. The retention period starts when the annual or final expenditure report has been submitted or, for nonexpendable property, from the date of final disposition.

Appendix A

The following table outlines approximate dates of the application process from subrecipients to apply for CDBG funds.

January 2	RFP Released in paper for 30 days
February 1	RFP application due
February 15	Applicant presentations
March 1	Action Plan Developed and Contracts developed
March 15	30 day public comment period
April 15	Public Hearing and Council Approval

Appendix B

- [🔗](https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/) Guide to National Objectives and Eligible Activities for CDBG Entitlements
<https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>
- [🔗](https://www.hudexchange.info/sites/onecpd/assets/File/IDIS-for-CDBG-Entitlement-Manual.pdf) IDIS for CDBG Entitlement Communities Manual
<https://www.hudexchange.info/sites/onecpd/assets/File/IDIS-for-CDBG-Entitlement-Manual.pdf>
- [🔗](https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf) CDBG Matrix Codes Sheet
<https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf>
- [🔗](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.hud.gov%2Fsites%2Fdocuments%2F65092C3.DOC&wdOrigin=BROWSELINK) CPD Monitoring Handbook, Chapter 3: CDBG Entitlements (and related checklists)
<https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.hud.gov%2Fsites%2Fdocuments%2F65092C3.DOC&wdOrigin=BROWSELINK>
- [🔗](https://files.hudexchange.info/resources/documents/CDBG-Entitlements-and-the-Uniform-Administrative-Requirements.pdf) Uniform Administrative Requirements, 2 CFR Part 200
<https://files.hudexchange.info/resources/documents/CDBG-Entitlements-and-the-Uniform-Administrative-Requirements.pdf>
- [🔗](https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-17-Lead.pdf) Other Federal Requirements (such as Uniform Administrative Requirements and Lead Based Paint Standards) *
<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-17-Lead.pdf>

* Standard conditions for the use of CDBG funds include provisions related to environmental review, fair housing and non-discrimination as well as labor standards. Because those three “cross-cutting” federal requirements are certain to apply to all CDBG grantees, they are detailed in body of these model policies and procedures. Uniform Relocation Act requirements and Lead-Based Paint Standards may also apply. Guidance for those two additional requirements appear in the Appendices. Links to the HUD Exchange for the full range of possibly applicable laws and regulations are provided as well



TO: Mayor Ross
Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: August 5, 2024

**SUBJECT: 4726 - 2023 WATER MAIN REPLACEMENT PROJECT - FINAL
PAYMENT**

I. RECOMMENDED ACTION

It is recommended Council approve the final payment for the 2023 Water Main Replacement Project to Post Construction in the amount of \$33,074.31.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Each year, the Water and Sewer Department budgets funds for watermain replacement in areas where old watermains are in poor condition. This year, \$2 million was allocated for this project. Units 1 and 2 were chosen based on areas that required significant maintenance repairing watermain breaks. After the design was underway, an additional area was brought to our attention for having water quality issues and Unit 3 was added.

B. Proposed Project

Work for this project this year will concentrate in an area of town where there are frequent watermain breaks east of Jim Hill Middle School. An additional area on 25th St NW from 2nd Ave to 4th Ave was added late in the design process due to some water quality issues that have been difficult to resolve.

C. Recommendation Detail

Post Construction submitted the lowest responsible bid and has completed all remaining items on the contract and final payment is warranted.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

Contractor's Low Bid = \$3,386,020.00

Net Change = -\$78,588.98

Final Construction Cost = \$3,307,431.02

Project Funding

2023 Budget - Watermain Maintenance Account

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

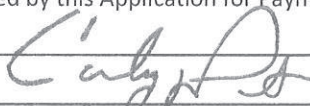
Owner:	<u>City of Minot</u>	Owner's Project No.:	<u>4726</u>
Engineer:	<u>Public Works Department</u>	Engineer's Project No.:	<u>4726</u>
Contractor:	<u>Post Construction, Inc.</u>	Contractor's Project No.:	<u> </u>
Project:	<u>2023 Water Main Replacement</u>		
Contract:	<u>2023 Water Main Replacement</u>		
Application No.:	<u>8-Final</u>	Application Date:	<u>7/24/2024</u>
Application Period:	From <u>6/1/2024</u>	to	<u>7/23/2024</u>

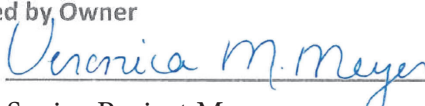
1. Original Contract Price	\$	3,386,020.00
2. Net change by Change Orders	\$	(78,588.98)
3. Current Contract Price (Line 1 + Line 2)	\$	3,307,431.02
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	3,307,431.02
5. Retainage		
a. <u>0%</u> X <u>\$ 3,307,431.02</u> Work Completed	\$	-
b. <u> </u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	3,307,431.02
7. Less previous payments (Line 6 from prior application)	\$	3,274,356.71
8. Amount due this application	\$	33,074.31
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: 
Signature: Post Construction Inc. **Date:** 7/25/2024

Recommended by Engineer	Approved by Owner
By: _____	By: <u></u>
Title: _____	Title: <u>Senior Project Manager</u>
Date: _____	Date: <u>7/25/24</u>

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4726
Engineer:	Public Works Department	Engineer's Project No.:	4726
Contractor:	Post Construction, Inc.	Contractor's Project No.:	
Project:	2023 Water Main Replacement		
Contract:	2023 Water Main Replacement		

Application No.: 8-Final Application Period: From 06/01/24 to 07/23/24 Application Date: 07/24/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Unit 1											
1	CONTRACT BOND	1	LS/UNIT	45,000.00	45,000.00	1.00	45,000.00		45,000.00	100%	-
2	MOBILIZATION	1	LS/UNIT	25,000.00	25,000.00	1.00	25,000.00		25,000.00	100%	-
3	TRAFFIC CONTROL	1	LS/UNIT	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
4	EROSION CONTROL	1	LS/UNIT	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
5	TEMPORARY WATER SERVICE	1	LS/UNIT	20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
6	REMOVE VALLEY GUTTER	0.00	SY	5.00	-	-	-		-	-	-
7	REMOVE CURB & GUTTER	321.00	LF	5.00	1,605.00	321.00	1,605.00		1,605.00	100%	-
8	REMOVE CONCRETE SIDEWALK	39.00	SY	5.00	195.00	39.00	195.00		195.00	100%	-
9	REMOVE CONCRETE DRIVEWAY PAVEMENT	202.00	SY	7.00	1,414.00	202.00	1,414.00		1,414.00	100%	-
10	REMOVE BITUMINOUS PAVEMENT	1,200.00	SY	5.00	6,000.00	1,200.00	6,000.00		6,000.00	100%	-
11	REMOVE & SALVAGE GRAVEL	130	CY	5.00	650.00	130.00	650.00		650.00	100%	-
12	REMOVE CURB STOP	25.00	EA	250.00	6,250.00	25.00	6,250.00		6,250.00	100%	-
13	REMOVE GATE VALVE	21	EA	250.00	5,250.00	21.00	5,250.00		5,250.00	100%	-
14	SALVAGE & REINSTALL 6" GATE VALVE & BOX	0	EA	1,500.00	-	-	-		-	-	-
15	REMOVE HYDRANT	12	EA	500.00	6,000.00	12.00	6,000.00		6,000.00	100%	-
16	SALVAGE & REINSTALL HYDRANT	0	EA	2,500.00	-	-	-		-	-	-
17	REMOVE PIPES ALL TYPES & SIZES	1,919.00	LF	2.00	3,838.00	1,919.00	3,838.00		3,838.00	100%	-
18	IMPORTED BACKFILL	135.00	CY	10.00	1,350.00	135.00	1,350.00		1,350.00	100%	-
19	6" PVC C900 WATERMAIN	212.00	LF	150.00	31,800.00	212.00	31,800.00		31,800.00	100%	-
20	8" PVC C900 WATERMAIN	775.00	LF	175.00	135,625.00	775.00	135,625.00		135,625.00	100%	-
21	WATER SERVICE PIPE - 3/4"	400.00	LF	125.00	50,000.00	400.00	50,000.00		50,000.00	100%	-
22	WATER SERVICE PIPE - 1"	30.00	LF	125.00	3,750.00	30.00	3,750.00		3,750.00	100%	-
23	CURB STOP - 3/4"	69.00	EA	3,000.00	207,000.00	69.00	207,000.00		207,000.00	100%	-
24	CURB STOP - 1"	2.00	EA	3,000.00	6,000.00	2.00	6,000.00		6,000.00	100%	-
25	DIRECTIONAL DRILL SERVICE FROM CURB STOP TO INSIDE HOME	1	EA	18,000.00	18,000.00	1.00	18,000.00		18,000.00	100%	-
26	5" HYDRANT	12	EA	9,100.00	109,200.00	12.00	109,200.00		109,200.00	100%	-
27	6" GATE VALVE BOX & RISER	18.00	EA	4,600.00	82,800.00	18.00	82,800.00		82,800.00	100%	-
28	8" GATE VALVE BOX & RISER	11.00	EA	5,500.00	60,500.00	11.00	60,500.00		60,500.00	100%	-
29	FITTINGS	1,922.00	LB	15.00	28,830.00	1,922.00	28,830.00		28,830.00	100%	-
30	RECONNECT WATER SERVICES ALL TYPES & SIZES	74.00	EA	1,000.00	74,000.00	74.00	74,000.00		74,000.00	100%	-
31	CONNECT TO EXISTING WATERMAIN	10.00	EA	5,500.00	55,000.00	10.00	55,000.00		55,000.00	100%	-
32	TOPSOIL - IMPORT	0.00	CY	25.00	-	-	-		-	-	-
33	CONCRETE CURB & GUTTER	218.00	LF	42.00	9,156.00	218.00	9,156.00		9,156.00	100%	-
34	4" CONCRETE SIDEWALK	127.00	SY	220.00	27,940.00	127.00	27,940.00		27,940.00	100%	-
35	6" CONCRETE SIDEWALK	0.00	SY	231.00	-	-	-		-	-	-
36	DETECTABLE WARNING PANELS	0.00	SF	88.00	-	-	-		-	-	-
37	CONCRETE DRIVEWAY PAVEMENT	202.00	SY	275.00	55,550.00	202.00	55,550.00		55,550.00	100%	-
38	VALLEY GUTTER - CLASS ASE	0.00	SY	275.00	-	-	-		-	-	-
39	12 INCH SUBGRADE PREPARATION	1,471.00	SY	9.00	13,239.00	1,471.00	13,239.00		13,239.00	100%	-
40	GEOSYNTHETIC MATERIAL	0.00	SY	2.50	-	-	-		-	-	-
41	AGGREGATE BASE, CLASS 5	77.00	TN	25.00	1,925.00	77.00	1,925.00		1,925.00	100%	-
42	BITUMINOUS TACK COAT	22.00	GAL	15.00	330.00	22.00	330.00		330.00	100%	-
43	HOT MIX ASPHALT (HMA) FAA 43, PG 58S-28	375.00	TN	220.00	82,500.00	375.00	82,500.00		82,500.00	100%	-
44	CLASS 13 GRAVEL	396.00	CY	25.00	9,900.00	396.00	9,900.00		9,900.00	100%	-

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4726
Engineer:	Public Works Department	Engineer's Project No.:	4726
Contractor:	Post Construction, Inc.	Contractor's Project No.:	
Project:	2023 Water Main Replacement		
Contract:	2023 Water Main Replacement		

Application No.: 8-Final Application Period: From 06/01/24 to 07/23/24 Application Date: 07/24/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
45	SEEDING (HYDROMULCH)	0.00	SY	10.00	-	-	-	-	-	-	-
Unit 1 Totals					\$ 1,198,097.00		\$ 1,198,097.00	\$ -	\$ 1,198,097.00	100%	\$ -
Unit 2											
46	CONTRACT BOND	1	LS/UNIT	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
47	MOBILIZATION	1	LS/UNIT	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
48	TRAFFIC CONTROL	1	LS/UNIT	7,500.00	7,500.00	1.00	7,500.00		7,500.00	100%	-
49	EROSION CONTROL	1	LS/UNIT	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
50	TEMPORARY WATER SERVICE	1	LS/UNIT	20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
51	REMOVE VALLEY GUTTER	12.75	SY	5.00	63.75	12.75	63.75		63.75	100%	-
52	REMOVE CURB & GUTTER	150.00	LF	5.00	750.00	150.00	750.00		750.00	100%	-
53	REMOVE CONCRETE SIDEWALK	305.10	SY	5.00	1,525.50	305.10	1,525.50		1,525.50	100%	-
54	REMOVE CONCRETE DRIVEWAY PAVEMENT	16.90	SY	7.00	118.30	16.90	118.30		118.30	100%	-
55	REMOVE BITUMINOUS PAVEMENT	1,775.00	SY	5.00	8,875.00	1,775.00	8,875.00		8,875.00	100%	-
56	REMOVE & SALVAGE GRAVEL	0	CY	5.00	-	-	-		-	-	-
57	REMOVE CURB STOP	34.00	EA	250.00	8,500.00	34.00	8,500.00		8,500.00	100%	-
58	REMOVE GATE VALVE	12	EA	250.00	3,000.00	12.00	3,000.00		3,000.00	100%	-
59	SALVAGE & REINSTALL 6" GATE VALVE & BOX	1	EA	1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-
60	REMOVE HYDRANT	6	EA	500.00	3,000.00	6.00	3,000.00		3,000.00	100%	-
61	SALVAGE & REINSTALL HYDRANT	1	EA	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
62	REMOVE PIPES ALL TYPES & SIZES	1,018.00	LF	2.00	2,036.00	1,018.00	2,036.00		2,036.00	100%	-
63	IMPORTED BACKFILL	104.00	CY	10.00	1,040.00	104.00	1,040.00		1,040.00	100%	-
64	6" PVC C900 WATERMAIN	64.00	LF	150.00	9,600.00	64.00	9,600.00		9,600.00	100%	-
65	8" PVC C900 WATERMAIN	357.00	LF	174.00	62,118.00	357.00	62,118.00		62,118.00	100%	-
66	WATER SERVICE PIPE - 3/4"	75.00	LF	125.00	9,375.00	75.00	9,375.00		9,375.00	100%	-
67	WATER SERVICE PIPE - 1"	426.00	LF	125.00	53,250.00	426.00	53,250.00		53,250.00	100%	-
68	CURB STOP - 3/4"	34.00	EA	3,000.00	102,000.00	34.00	102,000.00		102,000.00	100%	-
69	CURB STOP - 1"	13.00	EA	3,000.00	39,000.00	13.00	39,000.00		39,000.00	100%	-
70	DIRECTIONAL DRILL SERVICE FROM CURB STOP TO INSIDE HOME	8.00	EA	18,000.00	144,000.00	8.00	144,000.00		144,000.00	100%	-
71	5" HYDRANT	7	EA	9,100.00	63,700.00	7.00	63,700.00		63,700.00	100%	-
72	6" GATE VALVE BOX & RISER	7	EA	4,600.00	32,200.00	7.00	32,200.00		32,200.00	100%	-
73	8" GATE VALVE BOX & RISER	10	EA	5,500.00	55,000.00	10.00	55,000.00		55,000.00	100%	-
74	FITTINGS	981.00	LB	15.00	14,715.00	981.00	14,715.00		14,715.00	100%	-
75	RECONNECT WATER SERVICES ALL TYPES & SIZES	47.00	EA	1,000.00	47,000.00	47.00	47,000.00		47,000.00	100%	-
76	CONNECT TO EXISTING WATERMAIN	5	EA	5,500.00	27,500.00	5.00	27,500.00		27,500.00	100%	-
77	TOPSOIL - IMPORT	45.00	CY	25.00	1,125.00	45.00	1,125.00		1,125.00	100%	-
78	CONCRETE CURB & GUTTER	150.00	LF	42.00	6,300.00	150.00	6,300.00		6,300.00	100%	-
79	4" CONCRETE SIDEWALK	274.00	SY	220.00	60,280.00	274.00	60,280.00		60,280.00	100%	-
80	6" CONCRETE SIDEWALK	0.00	SY	231.00	-	-	-		-	-	-
81	DETECTABLE WARNING PANELS	0.00	SF	88.00	-	-	-		-	-	-
82	CONCRETE DRIVEWAY PAVEMENT	5.00	SY	275.00	1,375.00	5.00	1,375.00		1,375.00	100%	-
83	VALLEY GUTTER - CLASS ASE	12.75	SY	275.00	3,506.25	12.75	3,506.25		3,506.25	100%	-
84	12 INCH SUBGRADE PREPARATION	1,775.00	SY	9.00	15,975.00	1,775.00	15,975.00		15,975.00	100%	-
85	GEOSYNTHETIC MATERIAL	0.00	SY	2.50	-	-	-		-	-	-
86	AGGREGATE BASE, CLASS 5	1,179.00	TN	25.00	29,475.00	1,179.00	29,475.00		29,475.00	100%	-

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4726
Engineer:	Public Works Department	Engineer's Project No.:	4726
Contractor:	Post Construction, Inc.	Contractor's Project No.:	
Project:	2023 Water Main Replacement		
Contract:	2023 Water Main Replacement		

Application No.: 8-Final Application Period: From 06/01/24 to 07/23/24 Application Date: 07/24/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
87	BITUMINOUS TACK COAT	145.00	GAL	15.00	2,175.00	145.00	2,175.00		2,175.00	100%	-
88	HOT MIX ASPHALT (HMA) FAA 43, PG 58S-28	207.00	TN	220.00	45,540.00	207.00	45,540.00		45,540.00	100%	-
89	CLASS 13 GRAVEL	0	CY	25.00	-	-	-		-		-
90	SEEDING (HYDROMULCH)	0.00	SY	10.00	-	-	-		-		-
Unit 2 Totals					\$ 895,617.80		\$ 895,617.80	\$ -	\$ 895,617.80	100%	\$ -

Unit 3											
91	CONTRACT BOND	1	LS/UNIT	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
92	MOBILIZATION	1	LS/UNIT	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
93	TRAFFIC CONTROL	1	LS/UNIT	7,500.00	7,500.00	1.00	7,500.00		7,500.00	100%	-
94	EROSION CONTROL	1	LS/UNIT	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
95	TEMPORARY WATER SERVICE	1	LS/UNIT	12,500.00	12,500.00	1.00	12,500.00		12,500.00	100%	-
96	REMOVE VALLEY GUTTER	0	SY	5.00	-	-	-		-		-
97	REMOVE CURB & GUTTER	130.00	LF	5.00	650.00	130.00	650.00		650.00	100%	-
98	REMOVE CONCRETE SIDEWALK	28.00	SY	5.00	140.00	28.00	140.00		140.00	100%	-
99	REMOVE CONCRETE DRIVEWAY PAVEMENT	14.00	SY	7.00	98.00	14.00	98.00		98.00	100%	-
100	REMOVE BITUMINOUS PAVEMENT	786.00	SY	5.00	3,930.00	786.00	3,930.00		3,930.00	100%	-
101	REMOVE & SALVAGE GRAVEL	0	CY	5.00	-	-	-		-		-
102	REMOVE CURB STOP	15	EA	250.00	3,750.00	15.00	3,750.00		3,750.00	100%	-
103	REMOVE GATE VALVE	2	EA	250.00	500.00	2.00	500.00		500.00	100%	-
104	SALVAGE & REINSTALL 6" GATE VALVE & BOX	0	EA	1,500.00	-	-	-		-		-
105	REMOVE HYDRANT	0	EA	500.00	-	-	-		-		-
106	SALVAGE & REINSTALL HYDRANT	0	EA	2,500.00	-	-	-		-		-
107	REMOVE PIPES ALL TYPES & SIZES	586.00	LF	2.00	1,172.00	586.00	1,172.00		1,172.00	100%	-
108	IMPORTED BACKFILL	0.00	CY	10.00	-	-	-		-		-
109	6" PVC C900 WATERMAIN	0	LF	150.00	-	-	-		-		-
110	8" PVC C900 WATERMAIN	586.00	LF	174.00	101,964.00	586.00	101,964.00		101,964.00	100%	-
111	WATER SERVICE PIPE - 3/4"	75.00	LF	125.00	9,375.00	75.00	9,375.00		9,375.00	100%	-
112	WATER SERVICE PIPE - 1"	0	LF	125.00	-	-	-		-		-
113	CURB STOP - 3/4"	15	EA	3,000.00	45,000.00	15.00	45,000.00		45,000.00	100%	-
114	CURB STOP - 1"	0	EA	3,000.00	-	-	-		-		-
115	DIRECTIONAL DRILL SERVICE FROM CURB STOP TO INSIDE HOME	0	EA	0.00	-	-	-		-		-
116	5" HYDRANT	0	EA	9,100.00	-	-	-		-		-
117	6" GATE VALVE BOX & RISER	0	EA	4,600.00	-	-	-		-		-
118	8" GATE VALVE BOX & RISER	2	EA	5,500.00	11,000.00	2.00	11,000.00		11,000.00	100%	-
119	FITTINGS	194	LB	15.00	2,910.00	194.00	2,910.00		2,910.00	100%	-
120	RECONNECT WATER SERVICES ALL TYPES & SIZES	15	EA	1,000.00	15,000.00	15.00	15,000.00		15,000.00	100%	-
121	CONNECT TO EXISTING WATERMAIN	3	EA	5,500.00	16,500.00	3.00	16,500.00		16,500.00	100%	-
122	TOPSOIL - IMPORT	0.00	CY	25.00	-	-	-		-		-
123	CONCRETE CURB & GUTTER	130.00	LF	42.00	5,460.00	130.00	5,460.00		5,460.00	100%	-
124	4" CONCRETE SIDEWALK	0	SY	220.00	-	-	-		-		-
125	6" CONCRETE SIDEWALK	47.00	SY	231.00	10,857.00	47.00	10,857.00		10,857.00	100%	-
126	DETECTABLE WARNING PANELS	40.00	SF	88.00	3,520.00	40.00	3,520.00		3,520.00	100%	-
127	CONCRETE DRIVEWAY PAVEMENT	14.00	SY	275.00	3,850.00	14.00	3,850.00		3,850.00	100%	-
128	VALLEY GUTTER - CLASS ASE	0	SY	275.00	-	-	-		-		-

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4726
Engineer:	Public Works Department	Engineer's Project No.:	4726
Contractor:	Post Construction, Inc.	Contractor's Project No.:	
Project:	2023 Water Main Replacement		
Contract:	2023 Water Main Replacement		

Application No.:	8-Final	Application Period:	From	06/01/24	to	07/23/24	Application Date:	07/24/24			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
129	12 INCH SUBGRADE PREPARATION	786.00	SY	9.00	7,074.00	786.00	7,074.00		7,074.00	100%	-
130	GEOSYNTHETIC MATERIAL	0.00	SY	2.50	-	-	-		-		-
131	AGGREGATE BASE, CLASS 5	246.00	TN	25.00	6,150.00	246.00	6,150.00		6,150.00	100%	-
132	BITUMINOUS TACK COAT	79.00	GAL	15.00	1,185.00	79.00	1,185.00		1,185.00	100%	-
133	HOT MIX ASPHALT (HMA) FAA 43, PG 58S-28	201.00	TN	220.00	44,220.00	201.00	44,220.00		44,220.00	100%	-
134	CLASS 13 GRAVEL	0	CY	25.00	-	-	-		-		-
135	SEEDING (HYDROMULCH)	0.00	SY	10.00	-	-	-		-		-
Unit 3 Totals					\$ 329,305.00		\$ 329,305.00	\$ -	\$ 329,305.00	100%	\$ -
Bid Alternate 1											
136	8" C900 RJIB OR HDPE	2,810.30	LF	175.00	491,802.50	2,810.30	491,802.50		491,802.50	100%	-
137	8" PVC C900 WATERMAIN	0.00	LF	175.00	-	-	-		-		-
138	REMOVE & SALVAGE GRAVEL - DEDUCT	0.00	CY	5.00	-	-	-		-		-
139	CLASS 13 GRAVEL - DEDUCT	0.00	CY	25.00	-	-	-		-		-
Bid Alternate 1 Totals					\$ 491,802.50		\$ 491,802.50	\$ -	\$ 491,802.50	100%	\$ -
Original Contract Totals					\$ 2,914,822.30		\$ 2,914,822.30	\$ -	\$ 2,914,822.30	100%	\$ -
Change Orders											
136	8" C900 RJIB OR HDPE	0	LF	175.00	-	-	-		-		-
140	6" C900 RJIB OR HDPE	2,100	LF	171.27	359,667.00	2,100.00	359,667.00		359,667.00	100%	-
141	REMOVE CONCRETE THRUST BLOCKS & HAUL OFF SITE	1	LS	1,915.00	1,915.00	1.00	1,915.00		1,915.00	100%	-
142	EXERCISE GATE VALVE	1	EA	640.00	640.00	1.00	640.00		640.00	100%	-
143	INSTALL HYDRANT EXTENSION (CITY SUPPLIED)	1	EA	370.00	370.00	1.00	370.00		370.00	100%	-
144	ADDITIONAL TIME TO LOCATE SERVICES & PVC TO TIE INTO	1	LS	10,000.00	10,000.00	1.00	10,000.00		10,000.00	100%	-
145	REMOVE & REPLACE DROP STRUCTURE	1	LS	2,730.00	2,730.00	1.00	2,730.00		2,730.00	100%	-
146	DISCOVERED 2ND WATERMAIN ALONG 9TH AVE-TIME SPENT	1	LS	1,800.00	1,800.00	1.00	1,800.00		1,800.00	100%	-
147	REMOVED BENDS IN WATERMAIN ALONG 9TH AVE.	1	LS	1,050.00	1,050.00	1.00	1,050.00		1,050.00	100%	-
148	BROKEN GUIDE ROD DUE TO UNKNOWN BENDS	1	EA	4,074.34	4,074.34	1.00	4,074.34		4,074.34	100%	-
149	TRACING WATERMAIN	2	EA	254.00	508.00	2.00	508.00		508.00	100%	-
150	CAMERA SERVICES	1	LS	3,659.38	3,659.38	1.00	3,659.38		3,659.38	100%	-
151	REPLACE/NEW CONNECTION POINT	1	LS	945.00	945.00	1.00	945.00		945.00	100%	-
152	REMOVE AND REPLACE FOUR TRAFFIC SIGNAL LOOPS	1	LS	5,250.00	5,250.00	1.00	5,250.00		5,250.00	100%	-
Change Order Totals					\$ 392,608.72		\$ 392,608.72	\$ -	\$ 392,608.72	100%	\$ -
Original Contract and Change Orders											
Project Totals					\$ 3,307,431.02		\$ 3,307,431.02	\$ -	\$ 3,307,431.02	100%	\$ -



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: August 5, 2024

SUBJECT: TRENCH BOX - APPROVAL OF PURCHASE

I. RECOMMENDED ACTION

It is recommended City Council approve the capital purchase of a small trench box system at a cost of \$11,121 plus shipping.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Each year the underground crew in the Water Department replaces 60-70 curbstops due to being unable to turn on or off. These are usually discovered when water can't be turned off at delinquent accounts. In order to perform this replacement, the crew has to excavate in the boulevard to a depth of about eight feet, remove the old curbstop and place the new one. The boulevards are generally narrow and for safety reasons, a trench box is utilized to protect the workers. The current trench box is ten feet long, so in order to use it requires the removal of a piece of curb and gutter or a sidewalk panel. Concrete replacement costs can range from \$1000-\$2000 depending on size.

B. Proposed Project

In an effort to reduce property impacts while curbstop replacements are made the Water Department has explored some different shoring options available. There is a small trench box available that will eliminate the need to remove concrete in most cases. The cost is \$11,121 plus shipping costs. Since the purchase is over \$5,000, it is a capital purchase and this specific purchase was not identified in the 2024 budget. A recent purchase of a dump box came in below budget, so funding is available. This purchase will pay for itself many times over in reduced concrete replacement costs.

C. Recommendation Detail

This purchase will allow curbstop replacements to continue while maintaining worker safety but at a lower cost than using currently available equipment.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

This purchase enables work to be done in boulevards while maintaining worker safety, but reduces impacts to property and reduces costs.

C. Fiscal Impact

Project Costs

Lowest quote for trench box system \$11,121.00 plus shipping

Project Funding

There is funding remaining in the Water Department capital equipment line to make this purchase.

VI. ALTERNATIVES

Council could elect to reject this purchase. In that case, replacements will continue as is at a higher cost without the purchase.



TO: Mayor Ross
Members of the City Council

FROM: John Klug, Chief of Police

DATE: August 5, 2024

**SUBJECT: WARD COUNTY LAW ENFORCEMENT RANGE - LEAD
RECLAMATION PROJECT**

I. RECOMMENDED ACTION

It is recommended City Council approve the lead reclamation project and quote, and authorize the Mayor to sign the quote to initiate the project.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Ward County Law Enforcement Range (WCLER), located at 7301 County Road 12 West, Minot, ND, has been used for law enforcement shooting purposes since about 1962. In 1989, the land was deeded to the City of Minot for the sole purpose of a law enforcement shooting range. Since receiving the property, the natural dirt backdrop behind the targets has absorbed the rounds fired by law enforcement. Over the past few years, it has been more common to find fragments of lead and "jackets" from the rounds on the range lanes. This is caused by the newly fired round striking the previously fired round and causing it to blow back onto the firing area. This increases the risk of injury to those using the range for training and qualifications. There are no requirements for the reclamation to take place, but there is a need to provide a safe place for this mandatory training and qualifications to take place.

B. Proposed Project

The range is controlled by a Board consisting of members elected from agencies who are members of the WCLER. Member agencies pay dues, which sets the operating budget for the range. The Board prioritized this project due to the increased risk to officers while shooting at the range. The attached quote provided by MT2 will pay for the reclamation of the lead from the dirt back-stop and rebuilding to ensure it is adequate for absorption of the rounds being fired at targets.

C. Recommendation Detail

There are limited companies that perform the lead reclamation process and quotes were obtained in 2023 from two companies. Those were MT2 and Range Recovery. The WCLER Board made arrangements with Range Recovery, who supplied a lower quote, to conduct the work in 2023, but they did not show up to perform the reclamation. Based on that experience, a new quote was obtained from MT2. The new quote was lower than the previous year and comparable to the quote from Range Recovery. This project cost is \$22,000, which will all be paid out of the Ward County Law Enforcement Range operating account. MT2 requires a representative of the City of Minot to sign the quote since the location is deeded to the City of Minot.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The lead reclamation project will enhance the safety, functionality, and appearance of the property, while also taking care of the environment on the range. Ensuring a safe environment is key for ongoing training and use of the property and this process should likely take place every 10 to 15 years instead of every 30-plus years.

C. Fiscal Impact

The project costs will be covered by the Ward County Law Enforcement Range, from their operating account, which is designed to cover the annual maintenance of target back-drops, building maintenance, and other equipment needs for maintenance of the range.

Project Costs

\$22,000

Project Funding

All project costs will be paid from the Ward County Law Enforcement Range account.

VI. ALTERNATIVES

Alt. 1 - The council could reject the quote and not move forward with the project.

Date:	July 9, 2024	Client	Minot Police Department (Ward County Range)
Prevailing Wage	☐ Yes ☒ No	Contact	Scott Kopp, smkopp@nd.gov
Contractor	Metals Treatment Technologies, LLC 14045 West 66 th Avenue Arvada, Colorado 80004	Location	7301 County Road 12 W; Minot, ND 58701
		Invoice Instructions	Scott Kopp, smkopp@nd.gov Dale Clemens, Dale.Clemens@co.ward.nd.us.

THE CONTRACT TERMS APPEARING BELOW TOGETHER WITH THE GENERAL CONDITIONS ON THE FOLLOWING PAGES (1-4) AND ATTACHMENTS HERE TO FORM THE SOLE PROVISIONS OF THE ENTIRE AGREEMENT.

CONTRACT TERMS

Description of the Work Perform Lead Reclamation and Maintenance as outlined in Attachment A: MT2 Proposal. Work will be performed in a professional, workmanlike manner, in accordance with applicable EPA, OSHA, State, Federal and Local regulations.

Drawings and Specifications None

Contract Term This Agreement is valid for one (1) year from the last date this Contract Agreement Form is signed by both Parties. This Agreement may be extended upon mutual agreement by Contractor and Customer to allow for optional continued services for up to three (3) years. Should the Customer no longer need this service or not have appropriated funds, this Agreement can be terminated.

Time of Performance Start date as early as third quarter 2024 is based on mutually agreed upon schedule and is weather dependent.

Pricing MT2 has developed the following pricing for lead maintenance services.

	Baseline Firing Range Lead Maintenance Task	QTY	Unit	Price
☒	Upfront Payment: Plans, Mobilization, Site Setup and Preparation	1	Lump Sum	\$6,000
☒	Lead Maintenance: Excavation, Lead Recovery, Lead Recycling, Replacement of Screened Soil to Berms, and Berm Reconstruction	Up to 118 CY	Lump Sum	\$16,000
☒	Final Payment: General site clean-up, Demobilization, and Final Report	-	-	Included
				\$22,000
	Estimated Lead Recycling Value			
☒	Estimated Client Net Lead Recycling Value	5-10 tons	\$0.70 Per lb	(\$3,000 - \$6,000) ^{1/}
	Optional Services ^{2/}			
☐	Optional: Environmental Stewardship Plan	1	Lump Sum	\$7,500
☐	Optional: Berm improvement - placement of additional Client - provided clay/soil mixture or ballistic sand <1/4" to backstop berm	1	Lump Sum	\$9,700

^{1/} MT2 owns the recovered lead; **MT2 will provide the Client 50% split of the net value of recycled lead.** Net value is determined as the recycled value of the material less the same percent of the cost of containers, pallets, handling equipment, transport, and applicable taxes, to be used to offset project costs. MT2 does not guarantee the value or quantity of recovered lead. The actual value of recycled lead will be determined at the time of recycling. The Estimated Lead Recycling Credit is based on a reasonable estimate of the amount of recoverable lead and current lead recycle value per pound

^{2/} Pricing for optional tasks is valid if performed at the time of lead maintenance tasks, no field investigations are included with the ESP preparation

Optional: Should Contractor and Customer mutually agree to renew this Agreement for additional term(s), a price reduction or escalation may apply per each option year.

Project Assumptions:

- Pricing based on standard workdays (0700-1700 M-F)
- SWPPP is not required
- Customer will provide MT2 access to nearby water source (e.g. hydrant) and pay for water and associated items such as permit/meter/hose as needed. MT2 will utilize a water truck or trailer to provide dust suppression sprinkling as needed during excavation and separation operations
- Pricing does not include management of live ammunition, only spent rounds. If live ammunition is discovered, it will be left onsite for Customer to manage
- Measurement of quantities will be based field measurement each day; signed-off daily by MT2 and Customer; and recorded in daily project log
- MT2 will perform dry decontamination of equipment before demobilization
- MT2 pricing does not include: Prevailing Wage Rates, Bonding, Retainage, Liquidated Damages
- MT2 pricing is subject to MT2 review and approval of final contract terms and conditions
- MT2 pricing valid for 90 days
- MT2 shall not be responsible for nor have any liability for any damages, injuries or hazards derived from the shooting range operations or from the act of shooting at the shooting range to include but not be limited to bullet or fragment ricochets, or for bullets or shot leaving range containment
- Pricing is based on fuel charges not exceeding \$6/gal on diesel and \$5/gal on gasoline based on the U.S. Energy Information Administration (USEIA) conglomerated "U.S." price (<https://www.eia.gov/petroleum/gasdiesel/listed>). If the USEIA price of fuel is higher than these rates at time of service, MT2 reserves the right to negotiate a fuel surcharge
- MT2 is responsible for, and pricing only includes: Work Plan & HASP
- MT2 pricing assumes site conditions are within general industry standards. MT2 services include assessing the site and noting existing conditions. Noted conditions outside of those defined in this contract or within general industry standards will be considered "changed conditions" and must be addressed prior to MT2 performance of services. Addressing changed conditions includes MT2 notification to Client of changed conditions and agreement by Client and MT2 of additional charges to address the changed conditions. If an agreement between MT2 and Client cannot be reached, MT2 reserves the right to cancel the services and charge a demobilization/cancellation fee of \$7,500

Date:	July 9, 2024	Client	Minot Police Department (Ward County Range)
Prevailing Wage	☐ Yes ☒ No	Contact	Scott Kopp, smkopp@nd.gov
Contractor	Metals Treatment Technologies, LLC 14045 West 66 th Avenue Arvada, Colorado 80004	Location	7301 County Road 12 W; Minot, ND 58701
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THE CONTRACT TERMS APPEARING BELOW TOGETHER WITH THE GENERAL CONDITIONS ON THE FOLLOWING PAGES (1-4) AND ATTACHMENTS HERE TO FORM THE SOLE PROVISIONS OF THE ENTIRE AGREEMENT.

CONTRACT TERMS

Client Responsibilities:

- Obtain necessary approvals/permits
- Ensure MT2 safe access to the range site
- Complete utility locates and identify any potentially impacted utilities, drainage systems, etc.
- Remove range equipment, vegetation and materials such as timbers, scrap piles, material piles, fencing, concrete slabs, asphalt, and large debris from the lead-impacted soils area
- Protect or remove knee walls; Remove target stands/systems, if applicable
- Replace knee walls, target stands/systems
- Re-seed or re-vegetation of the site, as applicable

Terms of Payment: Client to provide upfront payment of \$6,000 prior to MT2 mobilization. Remaining balance invoice total due to MT2 within 30 days upon receipt of MT2 invoice (Net 30 days). If Customer payment is late, Customer agrees to pay an additional 1.5% per month on the account and all collection fees for any past due amount owed to MT2. MT2 Final Invoice will be submitted to the Customer along with the Range Maintenance Report and Lead Recycling Certificates.

Address for Correspondence/Notices See above

Attachments (as checked) ☒ General Conditions (Pages 1-4) ☐
☒ Attachment A MT2 Proposal dated 06/17/2024 ☐

Contractor	Metals Treatment Technologies, LLC			Customer	City of Minot		
Signature		Date		Signature		Date	

Michael Burkett, Executive Vice President

Thomas Ross, Mayor

1.0 RESPONSIBILITY

Contractor shall perform the work with diligence, in accordance with good construction practices and in accordance with the drawings, specifications, procedures, and other requirements of this Agreement. Contractor shall furnish all supervision, labor, facilities, storage, equipment, materials, supplies, and services necessary to perform the work unless otherwise specified in the Project Offer. Contractor shall be solely responsible for payment of all insurance premiums required hereunder. The cost of all wages, salaries, tools, supplies, parts, machinery, equipment, and expenses of whatever nature or description arising out of this Agreement are to be borne by Contractor.

Contact pricing assumes site conditions are within general industry standards. MT2 services include assessing the site and noting existing conditions. Noted conditions outside of those defined in this contract or within general industry standards will be considered "changed conditions" and must be addressed prior to MT2 performance of services. Addressing changed conditions includes MT2 notification to Client of changed conditions and agreement by Client and MT2 of additional charges to address the changed conditions. If an agreement between MT2 and Client cannot be reached, MT2 reserves the right to cancel the services and charge a demobilization/cancellation fee of \$7,500.

2.0 INDEPENDENT CONTRACTOR

Contractor shall perform the work as an independent contractor with exclusive control of the methodology and means of performing the work. Contractor has no authority to act or make any agreements or representation on behalf of Customer, unless expressly authorized in writing, and this Agreement shall not be construed as creating, between Customer and Contractor, the relationship of Principal and Agent, Joint Ventures, Co-Partners or any other such relationship, the existence of which is hereby expressly denied.

3.0 EXAMINATION OF JOBSITE

Contractor warrants that it has examined the jobsite and has satisfied itself as to the nature and location of the work, the general and local condition, and ground conditions at the jobsite.

4.0 SUPERVISION BY CONTRACTOR

Contractor shall retain at the jobsite a competent manager who shall represent Contractor and who shall have full and complete authority to act in behalf of Contractor.

5.0 INDEMNITY

Contractor shall indemnify and hold Customer harmless and assume the defense for losses, damages, settlements, costs, charges or other expenses or liabilities arising out of or relating to liabilities, losses, liens, demands, obligations, actions, proceedings, or causes of action arising out of any actual: 1) failure of Contractor to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body; 2) improper, sub-standard, inadequate, willful or negligent performance of this Agreement.

6.0 SCHEDULES

Contractor shall execute the work diligently with sufficient numbers of qualified personnel, equipment, materials, and supplies to accomplish the work. Any special working hours will be subject to prior approval of Customer

7.0 TERM

This Agreement is valid for one (1) year from the date the Contract Agreement Form is signed by both Parties. This Agreement may be extended upon mutual agreement by Contractor and Customer to allow for optional continued services for up to three (3) years. Should the Customer no longer need this service or not have appropriated funds, this Agreement can be terminated.

8.0 SAFETY AND CLEANUP

Contractor shall be responsible for the health and safety of its employees while present at the jobsite. Contractor shall comply with all applicable laws, rules and other regulations relating to safety, including but not limited to those set forth in the Occupational Health and Safety Acts (OSHA). Contractor shall keep the premises and vicinity of the work clean of debris and rubbish.

9.0 SUBCONTRACTING AND ASSIGNMENT

Contractor shall not assign or further subcontract any portion of the work to be performed under this Agreement unless specified in Contractor's proposal scope of work, without Customer's prior written consent. Contractor shall include these general conditions as part of its subcontract agreement when applicable. Any subcontracting shall not relieve the Contractor of its duties and obligations under this contract.

10.0 TERMINATION

This Agreement may be terminated upon seven (7) days' written notice for Customer's convenience without regard to any fault or failure to perform by any party. If within five (5) days written notice by Customer to Contractor specifying any deficiency in the work, the promptness with which it is being performed, Contractor has not commenced to correct and within a reasonable time corrected such deficiency to the satisfaction of Customer; or if Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, Customer may terminate the Agreement.

If work of Contractor is suspended or terminated by Customer for whatever reason, Contractor will be paid for the work actually completed and for costs incurred for partially performing and closing out work not completed.

Contractor may terminate this Agreement upon seven (7) days written notice to Customer without regard to any fault or failure to perform by any party.

11.0 PAYMENT TERMS AND CONDITIONS**11.1 Payment Terms**

Upfront payment, if required, prior to Contractor mobilization as specified in Contract Agreement Form. Progress and/or Final Payment(s) due to Contractor Net 30 days upon Customer receipt of monthly Contractor invoice, or as otherwise specified in Contract Agreement Form. If Customer payment is late, Customer agrees to pay Contractor an additional 1.5% per month on the account and all collection fees for any past due amount owed to Contractor.

11.2 Changes to the Work

Customer may in its absolute discretion restrict, modify or extend the obligations of Contractor under this Agreement and to the extent that Customer's direction results in increasing or decreasing the scope of Contractor's Services under this agreement, the compensation paid to Contractor will be equitably adjusted by Customer based upon mutual agreement with Contractor.

12.0 RECORDS AND ACCOUNTS

Contractor will maintain good accounting and personnel records reflecting performance of the work and shall preserve such records for a period of three (3) years after completion and acceptance of the project as a whole.

13.0 DISPUTES**13.1 Direct Dispute Resolution Effort**

In the event of a question, claim, or dispute between the Contractor and Customer (the Parties) arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, such question, claim, or dispute shall be settled by mutual agreement between the Parties. The Parties shall attempt in good faith to resolve through negotiation any claim, dispute, controversy, or counterclaim arising out of or relating to this Agreement. Either Party may initiate dispute negotiations by providing written notice in letter form to the other Party, setting forth the nature of the dispute and the relief requested. The recipient of such notice shall respond within five (5) business days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority shall meet at a mutually agreeable time and place within ten (10) business days from the date of the initial notice (unless otherwise mutually agreed between the Parties) to exchange relevant information and perspectives, and to attempt to resolve the dispute. If agreement between the Parties cannot be reached within 15 calendar days from date of initial written notice, either Party may file for mediation.

13.2 Mediation

All claims, disputes and other matters in question arising out of or related to this Agreement remaining after the 15-day Direct Dispute Resolution Effort shall be subject to 30 day mediation period (unless otherwise mutually agreed between the Parties) as a condition precedent to arbitration. Customer and Contractor shall endeavor to resolve claims, disputes and other matters in question between them in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing no sooner than 30 days after written dispute notification between the parties. The parties shall share the mediator's fee and filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13.3 Arbitration

Subject to the condition precedent set forth in Mediation (above) of this Agreement, all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law and shall be initiated upon written notice by either party. The arbitration shall not exceed 60 days unless extended by mutual agreement between the Parties. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

13.4 Non-Disparagement:

Within 60 days after first notification of an issue or dispute to the other party, to allow for reasonable resolution, both parties agree to refrain from any and all conduct, verbal or otherwise, including without limitation any postings on the internet or social media, that disparages, demeans or damages the reputation, goodwill, or standing of the other party. The foregoing restrictions will not apply to any statements that are made truthfully in response to a subpoena or other compulsory legal process. This provision is necessary to ensure fair and honest feedback and to prevent the publishing of libelous or slanderous content in any form and in any forum

14.0 WORKMEN AND EMPLOYMENT PRACTICES

Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, or for any reason prohibited by law.

15.0 INSURANCE

Contractor shall provide insurance for the benefit of Contractor and Customer with minimum coverage's and limits as follows:

(a) Workers Compensation and Employers Liability	\$1,000,000
(b) Automobile Liability	\$1,000,000
(c) Commercial General Liability (General Aggregate)	\$2,000,000
(d) Pollution and Professional Liability (Aggregate)	\$2,000,000
(e) Umbrella Liability (Excess Liability)	\$8,000,000

Notes: General Liability: Covering bodily injury and property damage, and including contractual liability, independent contractors, products/completed operations, broad form property form property damage and hazards. Automobile Liability: Covering owned, non-owned and hired automobiles, for Bodily Injury and Property Damage. Umbrella Liability: Covering Automobile, General and Pollution Liability, and Employers Liability.

16.0 FORCE MAJEURE

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Contractor to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, Contractor shall be equitably compensated for additional expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Contractor may, in its sole discretion, upon seven (7) days prior written notice, terminate this Agreement. In the case of such termination, in addition to the compensation and time extension set forth above, Contractor shall be compensated for all reasonable termination expenses.

17.0 LAWS

This Agreement shall be construed and governed by laws of the state in which the project is located. Contractor shall comply with laws, statutes, ordinances, rules and regulations of any governmental entity having jurisdiction over the work.

18.0 CONFIDENTIAL INFORMATION AND TECHNOLOGY

Processes and techniques used by Contractor are considered proprietary and confidential technologies belonging exclusively to Contractor. The Customer acknowledges this statement and agrees not to copy, adapt or re-engineer the processes and techniques of lead recovery developed and used by Contractor for the Customer own use. The Customer also agrees not to commercialize and/or market the processes and techniques developed by Contractor to provide lead recovery services to other clubs, organizations or businesses involved with shooting ranges. Customer may not capture Contractor's equipment, processes, or techniques (whether electronic or film) without explicit approval by the Contractor. Dissemination of photos or videos without Contractor written approval is prohibited. Any requests should be submitted in writing to: Metals Treatment Technologies, LLC; 14045 W 66th Avenue, Arvada, CO 80004.

19.0 NOTICES

All notices required or permitted under this Agreement shall either be personally delivered or placed in the United States mail, first class postage prepaid, and shall be deemed received upon the earlier of the date of actual receipt or forty-eight (48) hours after being placed in the United States mail. Such notices shall be sent to the parties at the addresses stated below:

Metals Treatment Technologies, LLC
14045 West 66th Avenue
Arvada, CO 80004
Attn: Mr. Michael Burkett, Executive Vice President

20.0 ENTIRE AGREEMENT

No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. There are no promises, agreements, conditions, undertakings, warranties, and representations, written or oral, express or implied, between the parties hereto other than as set forth herein. This Agreement is an integration of all prior and contemporaneous promises, agreements, conditions, undertakings, warranties, and representations between the parties hereto.



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: August 5, 2024

SUBJECT: SANITATION TRUCK - PERMISSION TO SELL ASSET

I. RECOMMENDED ACTION

It is recommended City Council approve the sale of a sanitation truck using an online auction site.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In 2017 the City of Minot transitioned to automated trash collection. At that time the city purchased six new dual arm collection trucks. Replacements for the original fleet started in 2022. Most recently, two trucks were ordered in about February of 2023. When the trucks were ordered, the quote included a trade value for the two trucks being replaced. As the trucks age, break downs have become a regular occurrence, so the desire is to trade one of the trucks and keep the other as a spare.

B. Proposed Project

The trade value for each truck is \$75,000. In an effort to gain as much value as possible, the truck would be advertised on one of the online auction sites commonly used to dispose of city assets. If the truck doesn't get a bid for at least \$75,000 the unit will be pulled from the auction and the vendor will take it on trade.

C. Recommendation Detail

This is an effort to collect as much value as possible from the old unit once its replacement arrives and is ready for use.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

The new trucks will increase reliability and reduce downtime, making collection more efficient. Having an additional spare will allow collection to continue uninterrupted during downtime with older trucks. The selling of an old truck using the auction should increase the value of a retired asset.

C. Fiscal Impact

Project Costs

Use of the online auction is a free service for the City to use. All costs are paid by the buyer.

Project Funding

Funds collected from this sale will go back into Sanitation Department reserves.

VI. ALTERNATIVES

Council could elect to decline the sale of the retired asset. In that case the unit will be traded as originally planned.



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: August 5, 2024

SUBJECT: TRAFFIC SIGNAL DISTRICT 2022-1 FINAL PAYMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment to Main Electric Inc in the amount of \$5,870.04.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Trinity Health submitted a petition to form a special assessment district to install a traffic signal at the intersection of 23rd Street SW and 37th Avenue SW. The traffic signal is warranted based upon Trinity's approved traffic study from September 2017. Council created the district in October 2022 and the district passed through the 30-day protest period.

B. Proposed Project

The project is now complete and council must make final payment to the contractor.

C. Recommendation Detail

By contract, the city is required to make final payment within 30 days of final completion of the contract.

IV. IMPACT

A. Aspirations

Resilient and Prepared; Safe and Welcoming; Excellent and Connected

B. Service/Delivery Impact:

The traffic signal will keep the intersection at an acceptable level of service.

C. Fiscal Impact

The project is 100% special assessed to the benefiting property owners in the district area. The assessment is being spread by the square foot of land area within the district.

Project Costs

The final construction cost is \$565,857.89

Project Funding

Refunding Improvement Bonds

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner: <u>City of Minot</u> Engineer: <u>Ackerman-Estvold</u> Contractor: <u>Main Electric Construction Inc.</u> Project: <u>Traffic Signal District 2022-01</u> Contract: <u>Traffic Signal District 2022-01</u>	Owner's Project No.: <u>4727</u> Engineer's Project No.: <u>R22225</u> Contractor's Project No.: <u>44150</u>																								
Application No.: <u>7-Final</u> Application Date: <u>7/10/2024</u>																									
Application Period: <u>From</u> <u>6/1/2024</u> <u>to</u> <u>7/10/2024</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 530,165.00</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 35,692.89</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 565,857.89</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 565,857.89</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>0%</u> X \$ <u>565,857.89</u> Work Completed</td><td style="text-align: right;">\$ -</td></tr><tr><td> b. <u> </u> X \$ <u>-</u> Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ -</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 565,857.89</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 559,987.85</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 5,870.04</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4)</td><td style="text-align: right;">\$ -</td></tr></table>		1. Original Contract Price	\$ 530,165.00	2. Net change by Change Orders	\$ 35,692.89	3. Current Contract Price (Line 1 + Line 2)	\$ 565,857.89	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 565,857.89	5. Retainage		a. <u>0%</u> X \$ <u>565,857.89</u> Work Completed	\$ -	b. <u> </u> X \$ <u>-</u> Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ -	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 565,857.89	7. Less previous payments (Line 6 from prior application)	\$ 559,987.85	8. Amount due this application	\$ 5,870.04	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Main Electric</u>																									
Signature: <u>[Signature]</u> Date: <u>7/31/24</u>																									
Recommended by Engineer By: <u>[Signature]</u> Title: <u>Civil Engineer</u> Date: <u>7/31/2024</u>	Approved by Owner By: <u>[Signature]</u> Title: <u>City Engineer</u> Date: <u>7/31/2024</u>																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Minot								Owner's Project No.: 4727	
Engineer: Ackerman-Estvold								Engineer's Project No.: R22225	
Contractor: Main Electric Construction Inc.								Contractor's Project No.: 44150	
Project: Traffic Signal District 2022-01									
Contract: Traffic Signal District 2022-01									

Application No.: 7-Final		Application Period: From 06/01/24 to 07/10/24		Application Date: 07/17/24	
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work					Value of Work Completed to Date (E X G) (\$)
Original Contract											
1	General Conditions	1.00	LS	7,087.41	7,087.41	1.00	7,087.41		7,087.41	100%	-
2	Mobilization	1.00	LS	15,768.00	15,768.00	1.00	15,768.00		15,768.00	100%	-
3	Traffic Control	1.00	LS	21,870.00	21,870.00	1.00	21,870.00		21,870.00	100%	-
4	Erosion Control	1.00	LS	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
5	Landscape Restoration	1.00	LS	6,022.00	6,022.00	1.00	6,022.00		6,022.00	100%	-
6	Material Testing	1.00	LS	1,718.00	1,718.00	1.00	1,718.00		1,718.00	100%	-
7	Remove Curb & Gutter	70.00	LF	53.00	3,710.00	116.00	6,148.00		6,148.00	166%	-
8	Remove Sidewalk	59.70	SY	53.00	3,164.10	59.70	3,164.10		3,164.10	100%	-
9	Obiliterate Pavement Marking	60.00	SF	5.30	318.00	60.00	318.00		318.00	100%	-
10	Remove Sign	2.00	EA	106.00	212.00	2.00	212.00		212.00	100%	-
11	Aggregate Base - Class 5	75.00	Ton	47.71	3,578.25	75.00	3,578.25		3,578.25	100%	-
12	Concrete Sidewalk - 4 IN	204.00	SY	157.60	32,150.40	204.00	32,150.40		32,150.40	100%	-
13	Detectable Warning Panels	100.00	SF	116.60	11,660.00	100.00	11,660.00		11,660.00	100%	-
14	Common Excavation	58.00	CY	74.20	4,303.60	58.00	4,303.60		4,303.60	100%	-
15	Flat Sheet for Sign - Type XI Refl Sheeting	45.00	SF	35.00	1,575.00	45.00	1,575.00		1,575.00	100%	-
16	Flat Sheet for Sign - Type IV Refl Sheeting	51.00	SF	34.00	1,734.00	51.00	1,734.00		1,734.00	100%	-
17	Steel Galv Posts - Telescoping Perforated Tube	27.40	LF	27.60	756.24	27.40	756.24		756.24	100%	-
18	Preformed Patterned Pavement Marking - Message (Grooved)	96.00	SF	45.00	4,320.00	64.00	2,880.00		2,880.00	67%	1,440.00
19	Preformed Patterned Pavement Marking - 4 IN Line (Grooved)	642.00	LF	8.50	5,457.00	642.00	5,457.00		5,457.00	100%	-
20	Preformed Patterned Pavement Marking - 6 IN Line (Grooved)	468.00	LF	15.00	7,020.00	438.00	6,570.00		6,570.00	94%	450.00
21	Preformed Patterned Pavement Marking - 8 IN Line (Grooved)	324.00	LF	18.00	5,832.00	224.00	4,032.00		4,032.00	69%	1,800.00
22	Preformed Patterned Pavement Marking - 24 IN Line	115.00	LF	47.00	5,405.00	97.00	4,559.00		4,559.00	84%	846.00
23	Traffic Signal System	1.00	LS	384,004.00	384,004.00	1.00	384,004.00		384,004.00	100%	-
Original Contract Totals					\$ 530,165.00		\$ 528,067.00	\$ -	\$ 528,067.00	100%	\$ 4,536.00

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4727
Engineer:	Ackerman-Estvold	Engineer's Project No.:	R22225
Contractor:	Main Electric Construction Inc.	Contractor's Project No.:	44150
Project:	Traffic Signal District 2022-01		
Contract:	Traffic Signal District 2022-01		

Application No.: 7-Final Application Period: From 06/01/24 to 07/10/24 Application Date: 07/17/24

A	B	C	D	E	F	G	H	I	J	K	L						
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)						
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)										
Change Orders																	
1	CO 1 - Ped Push Button	1.00	LS	5,398.39	5,398.39	1.00	5,398.39		5,398.39	100%	-						
2	CO 2 - Drive Panels	1.00	LS	17,826.50	17,826.50	1.00	17,826.50		17,826.50	100%	-						
3	CO 3 - Light Base Removal	1.00	LS	817.76	817.76	1.00	817.76		817.76	100%	-						
4	CO 4 - Curb and Gutter Replacement	1.00	LS	12,167.24	12,167.24	1.00	12,167.24		12,167.24	100%	-						
6	CO 6 - Video Detection Relocation	1.00	LS	1,581.00	1,581.00	1.00	1,581.00		1,581.00	100%	-						
7	CO7 - Remove Curb & Gutter	46.00	LF	53.00	2,438.00		-		-	0%	2,438.00						
8	CO7 - Preformerd Patterned Pavement Marking - Message	(32.00)	SF	45.00	(1,440.00)		-		-	0%	(1,440.00)						
9	CO7 - Preformed Patterned Pavement Marking - 6 IN Line	(30.00)	LF	15.00	(450.00)		-		-	0%	(450.00)						
10	CO7 - Preformed Patterned Pavement Marking - 8 IN Line	(100.00)	LF	18.00	(1,800.00)		-		-	0%	(1,800.00)						
11	CO7 - Preformed Patterned Pavement Marking - 24 IN Line	(18.00)	LF	47.00	(846.00)		-		-	0%	(846.00)						
					-		-		-		-						
					-		-		-		-						
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					-		-		-		-						
Change Order Totals						\$	35,692.89		\$	37,790.89	\$	-	\$	37,790.89	106%	\$	(2,098.00)
Original Contract and Change Orders																	
Project Totals						\$	565,857.89		\$	565,857.89	\$	-	\$	565,857.89	100%	\$	2,438.00



TO: Mayor Ross
Members of the City Council

FROM: Brent Weber, Fire Battalion Chief

DATE: August 5, 2024

**SUBJECT: INSPIRITUS COMMUNITY HEALTH FOUNDATION GRANT
APPROVAL**

I. RECOMMENDED ACTION

It is recommended City Council approve the Fire Department to apply for the grant and authorize the Mayor to sign the endorsement letter.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Fire and Ambulance calls have been on the increase for many years. Many of these calls are non-emergent and could be reduced by some assistance to the resident by means other than transport. While in the homes, Fire and Ambulance crews may notice other needs that a resident may need and forward this information to an appropriate agency.

B. Proposed Project

Minot Fire Department's Community Risk and Reduction program has identified a need for community education and assistance to our frequent 911 callers. This project will identify the areas of need found by Fire crews during their incident response. Follow up on emergent calls that flag issues and non-emergent calls with the residents and facilities, will educate and assist them with the issues they face and put them in touch with the correct agencies that Fire and Ambulance are associated with. Minot Fire Department has been in conversation with Trinity Ground Transport on this project and both agencies would be in the forefront of this project. With education and a means to place residents in touch with the correct agency, it allows for emergency crews availability for more critical incidents.

C. Recommendation Detail

The Grant asks for a governing body endorsement and has an application deadline of August 15th.

IV. IMPACT

A. Aspirations

Provide a better quality of life and service to our residents.

B. Service/Delivery Impact:

Through this multi-agency program, residents will have an option given for simple needs. That choice can improve the residents' mental state, improve care needs, reduce costs of responding with large apparatus and crews, improve the working relationships of all the Agencies involved and with the residents of Minot.

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

\$40,000

Project Funding

Grant Awards - no awards at this time

VI. ALTERNATIVES

1. The Fire Department could look for funding through other sources.
2. Deny approval to apply and continue within budget funding.

July 30, 2024

To whom it may concern:

This letter is to verify that the City of Minot, North Dakota, is a certified agency as recognized by the State of North Dakota. The City of Minot was officially incorporated on June 28, 1887. Minot is a home rule municipality as provided for under N.D.C.C. Chapter 40-05.1.

The Minot Fire Department is authorized by the City of Minot to request funding.

I authorize the Minot Fire Department to apply for funding from the St. Joseph's Community Health Foundation for the betterment of the community.

Sincerely,

Tom Ross
Mayor, City of Minot



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: August 5, 2024

**SUBJECT: APPOINTMENT OF SPECIAL ASSISTANT CITY ATTORNEY
SEYMOUR JORDAN MINOT MUNICIPAL COURT CASE NO. MI-2024-
CR-00703**

I. RECOMMENDED ACTION

It is recommended City Council appoint conflict counsel within the month to ensure we have counsel available to prosecute this matter and respond to any motions that are filed.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

A citation was issued to a city staff member in the above captioned case. Given the same, a conflict has arisen in regard to our ability to prosecute this matter.

B. Proposed Project

The City Attorney recommends retaining outside counsel to prosecute this matter on behalf of the City. The City Attorney's Office contacted the Divide County State's Attorney, Seymour Jordan, and he indicated he would be willing and available to prosecute this matter for the City.

C. Recommendation Detail

The City Attorney recommends appointing conflict counsel 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 this

case 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 this matter to continue without delay.

C. Fiscal Impact

Any anticipated expense 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.



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 No. MI-2024-CR-00703.

Dated this ____ day of _____, 20__.

Stefanie Stalheim
City Attorney

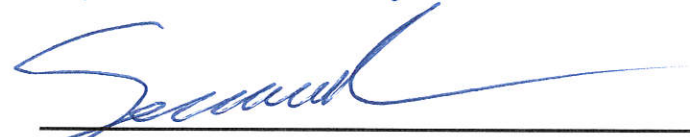
Minot City Council hereby consents and approves of the appointment.

Dated this ____ day of _____, 20__.

Thomas Ross
Mayor

I accept said appointment.

Dated this 15th day of aug, 2024



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

IN MUNICIPAL COURT

Before Hon. Ashley E. Beall

Criminal No: MI-2024-CR-00703

VS.

APPOINTMENT AND OATH OF SPECIAL CITY ATTORNEY

Defendant.

Dated this _____ day of _____, 20____.

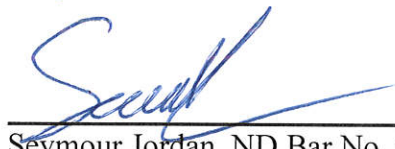
Email: attorney@minotnd.gov

) SS.

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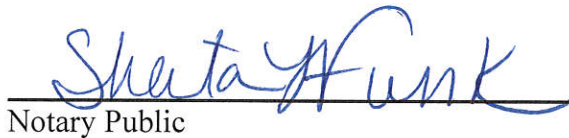
Page 269 of 416

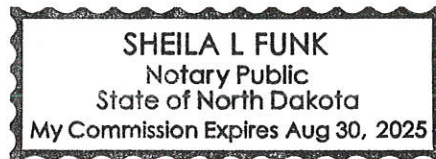
Dated this 15th day of aug, 2024.



Seymour Jordan, ND Bar No. 07785
Special Assistant City Attorney
P.O. Box 5005
Minot, ND 58702-5005
Telephone: (701) 965-6451
E-service: dividesa@nd.gov

Subscribed and sworn to before me this 15th day of aug, 2024.


Notary Public





TO: Mayor Ross
Members of the City Council

FROM: Luke Tillema, Building Official

DATE: August 5, 2024

SUBJECT: DEMOLITION BID AWARD - 511 7TH ST NE

I. RECOMMENDED ACTION

It is recommended City Council award the bid for the demolition of 511 7th St. NE – Dangerous Building Abatement to the low bidder, Dig It Up Backhoe Service, Inc., in the amount of \$20,000.00; and authorize the Mayor to sign the Agreement.

II. DEPARTMENT CONTACT PERSONS

Luke Tillema, Building Official, 701-857-4104
Brian Billingsley, Community Development Director, 701-857-4022

III. DESCRIPTION

A. Background

The 30-day appeal window has closed on the decision Council made during the June 17th City Council Meeting to remove the dangerous, fire-damaged building, located at 511 7th St. NE. Bids were collected in accordance with the City of Minot Code of Ordinances and the ND Century Code.

B. Proposed Project

Demolition of all buildings and other structures, this project will take place at 511 7th Street North East.

C. Recommendation Detail

On Tuesday, July 23, 2024 at 11:00 a.m., bids were received for this project. Below is a copy of the bid tabulation:

DEMOLITION OF DANGEROUS BUILDING
511 7TH ST. NE

Engineers Estimate: \$25,000.00

Bidder	Total Bid
Dig It Up	\$20,000.00
Backhoe	
Service, Inc.	

B & W	\$37,980.00
Services	
Hanson's	\$74,800.00
Excavating, Inc.	

The lowest bid price was received by Dig It Up Backhoe Services, Inc. with the bid of \$20,000.00. Timely approval of this contract will allow work to begin and the dangerous condition to be remediated.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The project will be paid for with budgeted funds in the Abatement line item in the Inspection Department budget.

Project Costs

Contractor's Bid Price \$20,000.00

Project Funding

10036000-44360 Nuisance Abatement \$50,000.00

Following the completion of the abatement, the costs are assessed back to the property owner(s).

VI. ALTERNATIVES

City Council could choose to not award this contract and the dangerous building would remain.

DEMOLITION OF 511 7TH ST NE (#9192340)
Owner: Minot ND, City of
Solicitor: Minot ND, City of
07/23/2024 11:00 AM CDT

Item Description	UofM	Quantity	Engineer Estimate		Dig It Up Backhoe Service, Inc.		B&W services		Hanson's Excavating, Inc.		
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
STRUCTURE DEMOLITION AND SITE CLEAN-UP	L SUM	1	\$25,000.00	\$25,000.00		\$20,000.00	\$20,000.00	\$37,980.00	\$37,980.00	\$74,800.00	\$74,800.00
Base Bid Total:				\$25,000.00			\$20,000.00		\$37,980.00		\$74,800.00

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between the City of Minot (Owner) and **Dig It Up Backhoe Services** (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. DEMOLITION OF 511 7TH ST NE, which consists of STRUCTURE DEMOLITION AND SITE CLEAN-UP per L SUM, and other associated items.
 - 2. The Site of the Work includes property located at 511 7th St NE, Minot ND.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Surety bond.
 - 3. 2022 City of Minot Standard Specifications and Details (not attached but incorporated by reference)
 - 4. Supplemental Specifications for this Contract.
 - 5. Addenda (numbers **0** to **0**, inclusive).
 - 6. Exhibits to this Contract (enumerated as follows):
 - a. Exhibit 1 – Contractor’s Bid.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (EJCDC® C-550).
 - b. Change Orders (EJCDC® C-941).
 - c. Field Orders (EJCDC® C-942).

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is City of Minot Engineering Department in cooperation with the Building Official.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. The Work shall be substantially completed by August 23, 2024 and ready for final payment by September 20, 2024.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$300 per day for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - 1. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner and prior to Demolition Permit acceptance, Contractor shall also deliver the surety bond to Owner. The bond cost is to be \$15,000, in accordance with the City of Minot Code of Ordinances, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period

specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

c. *Automobile Liability*

Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000
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d. *Excess or Umbrella Liability*

Per Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly

licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by

Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 Submittals

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws

and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Engineer's Status*

- A. Engineer will be Owner's representative during construction.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
 - 1. Review the condition in question;
 - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's

written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to mediation. Binding Arbitration, as a means of dispute resolution, will not be considered under the terms of the Contract. All claims shall be either mediated or litigated. All cost of mediation shall be paid by the Contractor, including, but not limited to, Attorney's and Engineer's fees and expenses.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.

- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

- A. The Owner shall retain 10% of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's

conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor’s Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the laws of North Dakota, and any legal action to interpret the Contract shall be filed in a District Court located in Ward County, North Dakota.

The Effective Date of the Contract is -----

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer
Stefanie Stalheim, City Attorney

DATE: August 5, 2024

**SUBJECT: RESOLUTION OFFERING TO PURCHASE LAND AND AUTHORIZE
USE OF EMINENT DOMAIN AUTHORITY - LIBERTY SIERRA VISTA,
LLC**

I. RECOMMENDED ACTION

It is recommended City Council pass the attached resolution offering to purchase land and authorizing use of eminent domain authority.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

City staff and contract counsel attempted to negotiate a temporary and permanent easement agreement with Liberty Sierra Vista, LLC to complete Storm Sewer District 121 without success. Liberty Sierra Vista claims that while they are not opposed to improving drainage and flood protection in the area, the storm sewer project will allegedly have significant economic impacts on the hotel and is demanding compensation well in excess of what City staff and its contractor believes is reasonable or appropriate for a temporary drainage easement.

On July 1, the City Council approved an agreement that would allow progress on the storm sewer project to continue while the parties continued to negotiate and determine a final amount of just compensation to acquire temporary and permanent easements. In sum, the terms of the agreement have the City Council remitting \$35,362.95 as payment and consideration to Liberty Sierra Vista, LLC in exchange for the necessary easements on the property – but reserves the issue of determining a final amount of just compensation for further negotiation. This will allow construction on the project to continue and avoid construction delays. The agreement contemplates that eminent domain proceedings will be commenced if the parties do not believe negotiations are

progressing. Liberty Sierra Vista is seeking \$1.1 million in exchange for the easements, and alternatively has offered to sell the City the entire property for \$4.3 million. The agreement was sent to Liberty Sierra Vista's counsel who acknowledged receipt of the document, but has failed to respond.

B. Proposed Project

The City Engineer, Attorney, and outside counsel all agree that negotiations with the property owner are not progressing and the Parties request for compensation is far outside what the City's appraisals indicate is a reasonable price for the Property. Given the same, City staff and contract counsel have brought forth a resolution for the Council's consideration to authorize initiating eminent domain proceedings in order to acquire the easements necessary to further work on Storm Sewer Project 121.

C. Recommendation Detail

The Engineering Department would like to continue work on Storm Sewer Project 121 - but cannot do so without having the necessary easements. Given the stagnant status of negotiations, City staff and contract counsel are bringing forth a resolution to commence eminent domain proceedings for the Council's consideration.

IV. IMPACT

A. Aspirations

Moving forward with eminent domain proceedings and acquiring the necessary easements to complete the storm sewer project aligns with the Council's 'Resilient and Prepared' aspiration.

B. Service/Delivery Impact:

Failure to obtain easements could result in construction delays and delay completion of the overall storm sewer project. Construction delays can often result in added construction costs and inconvenience to surrounding property owners and

C. Fiscal Impact

The City has budgeted funding for this project through the use of ARPA funds and City Storm Sewer Development funding. Attorney fees will be paid from City Storm Sewer Development Funding.

Project Costs

Contract Attorney	\$290/hr.
Contract Paralegal	\$200/hr.
Contract Research Assistant	\$135/hr.
Contract Clerical Service	\$125/hr.

Easement Acquisition recommendation from appraisal: \$35,362.95

North Dakota law allows for a landowner to recover attorneys' fees and expenses in eminent domain cases, so Liberty Sierra Vista, LLC's counsel will likely file a request for their 'reasonable' costs and attorney

fees associated with this case.

Project Funding

Storm Sewer Development Fund

VI. ALTERNATIVES

1. The Council could decline to pass the attached resolution, not commence eminent domain proceedings, and provide direction to City staff and contract counsel on how to proceed.
2. The Council could approve the attached resolution, commence eminent domain proceedings, and provide specific directions to City staff and contract counsel on how to proceed with negotiations and other matters concerning this property acquisition.

**BEFORE THE CITY COUNCIL, CITY OF MINOT, NORTH DAKOTA
RESOLUTION OFFERING TO PURCHASE LAND AND
AUTHORIZING THE USE OF EMINENT DOMAIN AUTHORITY**

WHEREAS, the City of Minot is a North Dakota municipal corporation;

WHEREAS, the City Council has adopted a system of culverts, drains, sewers, catch basins, manholes, cesspools, vaults, cisterns, and pumps to control and direct stormwater in order to protect the City of Minot, its residents, and infrastructure, a portion of which is referred to as the Puppy Dog Coulee Storm Sewer District 121;

WHEREAS, the City Council for the City of Minot finds it necessary for the public use and purpose of constructing and operating a system of culverts, drains, sewers, catch basins, manholes, cesspools, vaults, cisterns, and pumps to protect the City of Minot, its residents, and infrastructure, to acquire certain property or easements for the construction, operation, and maintenance of a stormwater system and related infrastructure including, but not limited to, culverts, drains, sewers, catch basins, manholes, cesspools, vaults, cisterns, and pumps as well as pipes, ditches, and flumes within the City of Minot, North Dakota;

WHEREAS, the City of Minot, based upon information and recommendation provided by City of Minot staff and consulting engineers, has identified property necessary to be acquired, in fee simple or by easement, in order to construct, operate, and maintain the culverts, drains, sewers, catch basins, manholes, cesspools, vaults, cisterns, and pumps as well as the pipes, ditches, and flumes;

WHEREAS, pursuant to that public use and purpose, the City of Minot must acquire the following property interests which are necessary for the construction and operation of the above-mentioned project, all of which property is located in Ward County, State of North Dakota and described as follows:

Property Address:	2301 - 15 th Street SW, Minot, ND 58701
Record Title Owner:	Liberty Sierra Vista, LLC
Legal Description:	A Temporary Construction Easement lying within a portion of Lot 2, Safari Addition to the City of Minot, North Dakota which is more particularly described as follows: Commencing at the Northeast corner of Lot 2, Safari Addition to the City of Minot, North Dakota, a plat on record at the Ward County Records Office; Thence S 46°37'01.3" E, a distance of 84.92 feet to the point of beginning; Thence continuing S 46°37'01.3" E, a distance of 31.24 feet; Thence S 05°55'08.5" E, a distance of 47.20 feet; Thence N 88°17'12.2" W, a

distance of 53.07 feet; Thence N 45°27'56.0" W, a distance of 119.60 feet; Thence S 45°05'34.2" W, a distance of 221.27 feet; Thence N 45°42'51.9" W, a distance of 19.84 feet; Thence S 44°49'14.4" W, a distance of 92.45 feet; Thence N 44°38'45.7" W, a distance of 44.50 feet; Thence N 44°09'11.7" E, a distance of 182.04 feet; Thence N 54°03'02.8" E, a distance of 75.33 feet; Thence along a curve to the right a distance of 75.70 feet, said curve having a radius of 75.00 feet and a chord of 72.52 feet which bears N 82°57'53.8" E; Thence S 68°07'15.3" E, a distance of 58.20 feet; Thence along a curve to the left a distance of 65.61 feet, said curve having a radius of 97.03 feet and a chord of 64.37 feet which bears S 87°29'27.7" E to the point of beginning. Tract contains 22657.11 sq. ft.

AND

A Municipal Drainage Easement lying within a portion of Lot 2, Safari Addition to the City of Minot, North Dakota which is more particularly described as follows: Beginning at the Northwest corner of Lot 2, Safari Addition to the City of Minot, North Dakota, a plat on record at the Ward County Records Office; Thence N 89°59'34.5" E, a distance of 105.17 feet; Thence S 46°37'01.3" E, a distance of 84.92 feet; Thence along a curve to the right a distance of 65.61 feet, said curve having a radius of 97.03 feet and a chord of 64.37 feet which bears N 87°29'27.7" W; Thence N 68°07'15.3" W, a distance of 58.20 feet; Thence along a curve to the left a distance of 75.70 feet, said curve having a radius of 75.00 feet and a chord of 72.52 feet which bears S 82°57'53.8" W; Thence S 54°03'02.8" W, a distance of 75.33 feet; Thence N 44°09'11.7" E, a distance of 121.15 feet to the point of beginning. Tract contains 7089.65 sq. ft.

WHEREAS, a offer to purchase the property, based upon a written appraisal, has been made to the property owner listed above in an amount equal to the amount believed to be just compensation or fair market value. A copy of a written appraisal has been provided to the property owner listed above. City of Minot staff and consultants have, in good faith, undertaken reasonable and diligent efforts to acquire the property by negotiation but have been unsuccessful.

NOW, THEREFORE, BE IT RESOLVED that the public purpose and use for the property identified herein is a use provided for by law;

BE IT FURTHER RESOLVED that it is necessary for the City of Minot to acquire the easements described herein to allow for the construction, operation, and maintenance of the Puppy Dog Coulee Storm Sewer District 121 Project in order to protect the City of Minot, its residents, and infrastructure;

BE IT FURTHER RESOLVED that pursuant to N.D.C.C. §§ 40-05-01, 40-05-02, 40-05.1-06, and N.D.C.C. Chapter 32-15, the City of Minot hereby authorizes the use and initiation of eminent domain proceedings to acquire the easements described herein for construction, operation, and maintenance of the Puppy Dog Storm Sewer District 121 Project and related infrastructure.

Adopted this _____ day of August, 2024.

Approved:

Tom Ross, Mayor

ATTEST:

David Lakefield, Finance Director

The motion for the adoption of the foregoing Resolution was made by _____
and duly seconded by _____. On roll-call vote, the following members
voted in favor thereof: _____

_____.

The following members voted against such resolution: _____
_____.

The following members were absent: _____
_____.

The motion carried and the Resolution was duly adopted by the City Council of Minot, North Dakota on the _____ day of August, 2024.

David Lakefield, Finance Director

Kelly Matalka, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: August 5, 2024

**SUBJECT: RESOLUTION OFFERING TO PURCHASE LAND AND AUTHORIZE
USE OF EMINENT DOMAIN AUTHORITY - PARKVIEW MHP, LLC**

I. RECOMMENDED ACTION

It is recommended City Council pass the attached resolution offering to purchase land and authorize use of eminent domain authority.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553
Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

Property owned by Parkview MHP, LLC has been identified as a necessary acquisition to complete the Mouse River Enhanced Flood Protection Project. The Property consists of real estate and 107 mobile homes. City staff and its contract counsel has been negotiating to purchase the property, and made a counteroffer to Parkview based upon its most recent real estate appraisals. Parkview declined that offer and has asked when the City plans to commence eminent domain proceedings.

B. Proposed Project

As efforts to acquire the property voluntarily have been unsuccessful, City staff and contract counsel recommend commencing eminent domain proceedings in order to keep moving forward with construction of the flood control project.

C. Recommendation Detail

The City's last counteroffer to purchase the Property was \$8.52 million dollars, which is based upon written appraisals. Parkview authorized their counsel to sell the Property for \$17 million dollars. Given the distance between the Parties and Parkview's inquiry into when we would commence eminent domain proceedings, we are bringing a resolution to commence eminent domain proceedings forward for the Council's consideration.

IV. IMPACT

A. Aspirations

Moving forward with eminent domain to achieve the goals of the flood protection project aligns with the Council's 'Resilient & Prepared' resolution.

B. Service/Delivery Impact:

Negotiations for this property have grown stagnant and authorizing eminent domain proceedings will hopefully help move the flood control project forward on schedule.

C. Fiscal Impact

State Water Commission funds will be used for this acquisition.

Project Costs

Contract Attorney	\$290/hr.
Contract Paralegal	\$200/hr.
Contract Research Assistant	\$135/hr.
Contract Clerical Service	\$125/hr.

City's offer to purchase the Property based upon appraisals was \$8.52 million dollars.

North Dakota law allows for a landowner to recover attorneys' fees and expenses in eminent domain cases, so Parkview MHP, LLC's counsel will likely file a request for their 'reasonable' costs and attorney fees associated with this case.

Project Funding

100% State Water Commission Funds

VI. ALTERNATIVES

1. The Council could decline to pass the attached resolution, not commence eminent domain proceedings, and provide direction to City staff and contract counsel on how to proceed.
2. The Council could approve the attached resolution and commence eminent domain proceedings, and provide specific directions to City staff and contract counsel on how to proceed with negotiations and other matters concerning this property acquisition.

**BEFORE THE CITY COUNCIL, CITY OF MINOT, NORTH DAKOTA
RESOLUTION OFFERING TO PURCHASE LAND AND
AUTHORIZING THE USE OF EMINENT DOMAIN AUTHORITY**

WHEREAS, the City of Minot is a North Dakota municipal corporation;

WHEREAS, the Mouse River, its tributaries, and associated drain systems are prone to frequent flooding, which presents a significant risk to the inhabitants, property, and infrastructure of the City of Minot and surrounding areas;

WHEREAS, the City Council has adopted a flood control project to protect the City of Minot, its residents, and infrastructure;

WHEREAS, the City Council for the City of Minot finds it necessary for the public use and purpose of constructing, operating, and maintaining a flood control project to protect the City of Minot, its residents, and infrastructure, to acquire certain property for the construction, operation, and maintenance of a flood control project and related infrastructure including, but not limited to, dikes, levees, floodwalls, pipes, ditches, and flumes within and without the City of Minot, North Dakota;

WHEREAS, the City of Minot, based upon information and recommendations provided by City of Minot staff and consulting engineers, has identified properties necessary to be acquired in order to construct, operate, and maintain a flood control project;

WHEREAS, pursuant to that public use and purpose, the City of Minot must acquire the following described property, which is necessary for the construction and operation of the flood control project and related infrastructure, all of which property is located in Ward County, State of North Dakota and described as follows:

Property Address:	625 - 15 th Street SE, Minot, ND 58701
Record Title Owner:	Parkview MHP, LLC
Legal Description:	Outlot C of the SW¼ of Section 19, Township 155 North, Range 82 West of the 5 th P.M., Ward County, North Dakota

WHEREAS, an offer to purchase the property, based upon a written appraisal, has been made to the property owner listed above in an amount equal to the amount believed to be just compensation or fair market value. A copy of a written appraisal has been provided to the property owner listed above. City of Minot staff and consultants have, in good faith, undertaken reasonable and diligent efforts to acquire the property by negotiation but have been unsuccessful.

NOW, THEREFORE, BE IT RESOLVED that the public purpose and use for the property identified herein is a use provided for by law;

BE IT FURTHER RESOLVED that it is necessary for the City of Minot to acquire the property described herein to allow for the construction, operation, and maintenance of a flood control project to protect the City of Minot, its residents, and infrastructure;

BE IT FURTHER RESOLVED, that pursuant to N.D.C.C. §§ 40-05-01, 40-05-02, 40-05.1-06, and N.D.C.C. Chapter 32-15, the City of Minot hereby authorizes the use and initiation of eminent domain proceedings to acquire the property described herein for construction, operation, and maintenance of a flood control project and related infrastructure.

Adopted this _____ day of August, 2024.

Approved:

Tom Ross, Mayor

ATTEST:

David Lakefield, Finance Director

The motion for the adoption of the foregoing Resolution was made by _____
and duly seconded by _____. On roll-call vote, the following members
voted in favor thereof: _____

_____.

The following members voted against such resolution: _____
_____.

The following members were absent: _____
_____.

The motion carried and the Resolution was duly adopted by the City Council of Minot, North Dakota on the _____ day of August, 2024.

David Lakefield, Finance Director

Kelly Matalka, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: August 5, 2024

**SUBJECT: BUDGET AMENDMENT AND LEASE BUYOUT AUTHORIZATION FOR
6-MOTOR GRADERS**

I. RECOMMENDED ACTION

It is recommended City Council approve the Budget Amendment to move funds from General Fund cash reserves to Street Department Capital Equipment to buyout the 6 motor grader leases.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In 2019, the decision to lease 6-graders was made due to low interest rates for lease agreements (3.28%), the high cost for procurement of new graders (\$291,000), and the critical failure rates noted for rentals of such equipment due in part to their high usage hour accruals. The lease agreement at that time was \$26,162.08 per grader per year (\$156,972.46 for all 6 graders per year). Prior to leasing, the Street Department would rent six motor graders for winter snow removal operations. The machines would be delivered to the City around October 15th each year and would be kept until April 15th. In 2018, the machine rental cost was \$1,725 per month which included the \$60 per hour cost for the first 160 hours; there was an additional \$56 per hour cost for all hours after. It was not uncommon to use a rental grader 400 to 500-hours in a winter season. A single grader rental for 500 hours would cost the City, at that time, about \$39,000 for the six-month snow removal season. The lease agreement at that time was \$26,162.08 per grader per year (\$156,972.46 for all 6 graders per year).

The 2019 5-year leased motor graders (x6) final balloon payment of \$1,186,200 (\$197,700 per grader) is due by 1 October 2024. Options to extend the lease through multiple financial institutions, options to trade-out for new leases, and options to return equipment and begin renting graders again have all been considered. Due to increases in new equipment costs, lease rates, and rental

rates, the buyout option is the most fiscally responsible option at this time. If the City were to turn over the graders and transition back to renting, the total rental cost for 6-graders would be approximately \$375,120 per season, or approximately \$2,625,840 over the next 7-8 years. Buying out the lease in 2024 at \$1,186,200 is projected to save the City almost \$1.5 million over this time period. In addition, the rental option also increases the risk of additional maintenance costs associated with the rental equipment's high usage hours. Finally, an option for a 3-year extended warranty exists at the cost of \$72,000 (\$12,000 for 3-years per each (6) grader) which will reduce the risk for costly maintenance repairs as the equipment continues to age.

B. Proposed Project

Intent would be to buy-out the 6-motor graders and procure a 3-year extended warranty to help minimize sustainment costs.

C. Recommendation Detail

Leased motor graders are reaching their lease end date as of 1 October 2024. To ensure the lease agreements are met and the motor graders are acquired prior to 1 October, a Budget Amendment for an additional \$1,101,228 (\$197,700 per grader plus \$12,000 for a 3-year warranty per grader minus current budget \$156,972.46) is required.

IV. IMPACT

A. Aspirations

Prepared & Resilient: Heavy equipment is necessary to execute the snow removal plan by taking action when necessary to remove snow on city streets.

B. Service/Delivery Impact:

Ensuring adequate and serviceable snow removal equipment to include motor graders is paramount to accomplishing the snow removal plan. Other equipment would not suffice.

C. Fiscal Impact

Project Costs

Current lease agreement (\$26,162.08 per Grader per year or \$156,972.46 per year - 6 Graders)

Buyout cost: \$1,186,200 (\$197,700 per Grader)

Warranty Cost: \$72,000 (\$12,000 per Grader)

Current 2024 Budget: \$156,972.46

Budget Amendment: \$1,101,228 (\$197,700 per grader plus \$12,000 for a 3-year warranty per grader minus current budget \$156,972.46)

Project Funding

42040000-57500-L4003 (\$1,186,200)

Decrease: 10040000-44400-L4003 (\$84,972)

VI. ALTERNATIVES

1. City Council could reject the proposed buyout and direct the lease extension option. This option would incur higher than acceptable interest costs, resulting in a larger total acquisition cost for the same pieces of equipment.
2. City Council could reject the buyout, close out the lease, and return to utilizing rentals, which would increase costs significantly in 2025 and beyond.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO DECREASE THE STREET RENTAL EXPENDITURES AND INCREASE THE STREET CAPITAL EXPENDITURES FOR THE LEASE BUY-OUT OF (6) GRADERS AND APPROVE THE TRANSFER AND 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 decrease the Street rental expenditures and increase the Street capital expenditures for the lease buy-out of (6) graders:

10040000-44400-L4003		(\$84,972)
42040000-57500-L4003		1,186,200

- §2: Approve the transfer of general fund cash reserves:

10040000-49124		\$1,186,200
42000000-39101-L4003		(1,186,200)

- §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

POSITION PAPER

ON

LEASE BUYOUT AND BUDGET AMENDMENT (6) MOTOR GRADERS

1. This paper advocates for the lease buyout of the six-leased motor graders based on the critical nature and need of the graders for snow removal. The overall intent is to buy out the six-graders then establish a procurement and/or lease schedule to drive down future annual costs. Additionally, this approach will ensure sustainment costs are maintained at the lowest possible level by procuring a 3-year extended warranty (with buyout) with future degraded motor grader replacements occurring at a set interval determined by the Fleet Manager. The remainder of this position paper will outline the background for the leases, provide justification for the selected buyout option, and provide a final recommendation.
2. In 2019, the decision to lease 6-graders was made due to low interest rates for lease agreements (3.28%), the high cost for procurement of new graders (\$291,000), and the critical failure rates noted for rentals of such equipment due in part to their high usage hour accruals. Prior to leasing, the Street Department would rent six motor graders for winter snow removal operations. The machines would be delivered to the City around October 15th each year and would be kept until April 15th. In 2018, the machine rental cost was \$1,725 per month which included the \$60 per hour cost for the first 160 hours. There was an additional \$56 per hour cost for all hours after. It is not uncommon to use a rental grader 400 to 500-hours in a winter season. A single grader rental for 500-hours would cost the City, at that time, about \$39,000 for the six-month snow removal season. The lease agreement at that time was \$26,162.08 per grader per year (\$156,972.46 for all 6 graders per year).
3. As previously mentioned, there has been a notable increase since 2019 in equipment costs (\$408,957 per grader). This also includes the cost of renting the equipment (\$2500 per month for 44 hours and \$120 per hour additional for each hour beyond 44-hours). Moreover, the current usage hours of the leased graders are still under 2,000 hours. Graders, such as these, are known for their increased maintenance costs beginning at the 5,000-hour mark. Due to normal snow removal operations, as previously mentioned, the City can expect to add 400 to 500-hours per snow season. This would allow the City to continue to use these equipment items for the next 7 to 8 years. Furthermore, a 3-year extended warranty would also be procured to ensure the graders continue to have low maintenance costs. (NOTE: Extended warranty is the same as if it were for a new piece of equipment)
4. If the City were to turn over the graders (after making the final lease payment for all 6-graders - \$156,972.46 total) and transition back to renting, the total rental cost for 6-

graders would be ~\$375,120 per season (\$2,500 – includes 44 hours plus an additional 66 hours per month on average equates out to \$62,520 for 6-graders per month or \$375,120 for 6-months). The current lease is set to end in October 2024 with either a balloon payment in the amount of \$197,700 per grader or renew a lease for an additional 3 to 5-year term available at various amounts dependent on length of term and buyout option. Buying out the lease in FY24 would drive a \$1,186,200 cost as opposed to ~\$2,625,840 cost to return to renting the equipment items over the next 7 to 8-years (which aligns to the minimum required maintenance expectancy for current graders after 5000-hours). By returning to the rental option, it also increases the risk of additional maintenance costs associated with the rental equipment's high usage hours.

5. Options for each were reviewed with the buy-out option being determined to be the most cost-effective long-term solution. By making the FY24 near term investment in these critical snow removal equipment items, the City will be able to assure future equity in costly pieces of equipment to assist with future phase-in planning for the overall Fleet Management program. Additionally, the City would be able to reduce the risk of higher maintenance costs on unknown rented equipment, and future serviceability of rented graders.



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: August 5, 2024

SUBJECT: CITY COUNCIL DIRECTON ON DOWNTOWN QUIET ZONE

I. RECOMMENDED ACTION

Staff requests direction from council on this project. Potential alternatives are listed for consideration.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In 2011, the council accepted a Railroad Quiet Zone Study that laid the framework for establishing a quiet zone through Minot. In 2014, the City initiated its first quiet zone on the west side of Minot on the BNSF mainline. This quiet zone eliminated 85% of train horns throughout the majority of Minot. However, there are no quiet zones at any CPKC Rail crossings.

In 2020, council authorized SRF to update the previous quiet zone study to better inform the council on the costs and impacts of a CPKC Rail quiet zone. Council placed \$150,000 in the 2023 budget to begin the required engineering work for the project.

SRF has finished the design to 90% plans but has to pause as final coordination needs to take place with CPKC. Staff and SRF has been coordinating signal and crossing design with CKPC's design team to determine intersection layouts and costs.

B. Proposed Project

During project design, costs for the project have increased significantly from the concept report in December 2021. This is due to three primary reasons:

1. The cost of street related work at the 3rd St SW (Amtrak) station has increased. Primarily due to additional pavement removals and the addition of a sidewalk to the station.
2. The cost of railroad signals has more than doubled since the estimates given by CPKC at the time of the concept report
3. The street crossing panels at all three intersections (3rd St SW, Central Ave, 3rd St SE) must be replaced and were not included in the original estimate. CPKC did not mention these were in need of replacement during our diagnostic review of the quiet zone and thus were not included in the cost estimates.

Due to these major factors, the estimated construction cost has increased from \$1,000,000 to \$2,954,400. A significant portion of these costs come from increases in the prices of railroad equipment and labor costs. These costs are outside the City's control and, unfortunately, we cannot change or reduce the scope of these items to match the available budget.

However, the council may want to consider completing this project in parts. The quiet zone as a whole is not eligible for state or federal funding. However, certain crossing improvements are eligible for federal funding. Each crossing could be programmed over time to have crossing improvements completed to improve the condition of the road panels. This has been a major complaint of the public, especially at 3rd Street SE.

In conversations with NDDOT, both 3rd St SE and Central Ave road panels will be replaced using Section 130 federal funds and CPKC funds in 2025 with no costs coming to the City. CKPC included these costs in their estimate to the City attached to this memo. By using Section 130 funds, the City will save close to \$400,000.

In addition, staff could review the potential for a safety grant for a crossing signal at 3rd St SW (Amtrak). However, with such a low volume of traffic, it may be difficult to obtain funding for the signal.

Amtrak is also looking at improvements at their station and installing a sidewalk to the City's sidewalk network. This could potentially reduce the City's costs depending on the timing of the improvements and scope of their work. They are just starting their design.

So, the potential exists to obtain some federal funding for specific pieces of the project, but it will lengthen the time period of the project, likely by a few years. This also carries its own risk such as increased project costs due to inflation or regulation, and likely additional engineering costs for future projects being done in a piecemeal fashion.

C. Recommendation Detail

Staff requests direction from council if they would like to proceed with the project as designed, put the project on hold, or modify the project.

IV. IMPACT

A. Aspirations

Resilient and Prepared; Dynamic and Flourishing

B. Service/Delivery Impact:

Quiet zone projects are safety projects by definition as in order to qualify, the risk index with horns must be higher than the risk index without horns. Thus, after the project is completed, the safety risk to the motoring public is less with the quiet zone in place.

As an added benefit, many cities use quiet zones to enhance their community's quality of life. No train horns, especially at night, can enhance the quality of life for those that live in close proximity to railroad tracks. In Minot's case, due to the close spacing of the crossings, there is almost a continuous sounding of the train horn as the train traverses downtown Minot.

C. Fiscal Impact

Construction funding for the project was allocated in the 2024 budget at \$1,000,000. If council wishes to allocate additional project funding and proceed with the project, it is estimated to cost an additional \$1,954,000. A 10% contingency (\$300,000) is also recommended in the project budget in addition to the construction funding to cover unexpected project costs. The additional funding will come from general fund cash reserves.

Project Costs

\$2,954,400	Construction and Engineering Cost
\$300,000	10% Contingency
\$3,254,400	Total Project Cost

\$1,000,000 2024 Budget Funding

\$2,254,400 Additional Project Funding Needed

Project Funding

General fund cash reserves

VI. ALTERNATIVES

Council could choose these alternative when directing staff on how to proceed:

1. Phase the project over time by working with NDDOT or other partners as grants and opportunities arise to lower the project cost where available. Bring those alternatives back to council for consideration when available. Program the quiet zone project when directed by council.
2. Stop the project as currently proposed, except for the Maple Street closure. This crossing must be closed anyway for the flood control project and is eligible for federal and railroad grant dollars for the closure.
3. Proceed as designed and allocate additional funding. Staff will come back to council with a budget amendment to allocate the additional project funding.



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: August 5, 2024

**SUBJECT: WILDLIFE HAZARD REMOVAL AND DRAINAGE IMPROVEMENT
PHASE 3 - CONSTRUCTION ADMINISTRATION CONTRACT AND
GRANT (BIL 3-38-0037-074-2025)**

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the Wildlife Hazard Removal and Drainage Improvement - Phase 3 - Construction Administration to be conducted by Short Elliott Hendrickson, Inc. (SEH) in the amount of \$444,400.00;**
- 2. Authorize Mayor to sign the agreements and other related documentation; and**
- 3. Authorize the Mayor, City Attorney, and the Airport Director to apply for, accept and sign grant awards and other related documents as appropriate.**

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503
Jennifer Eckman, Airport Director, 701-857-4739

III. DESCRIPTION

A. Background

The Minot International Airport, MOT, has hazardous wildlife attractants and drainage issues throughout the airport facility. The existence of these issues presents safety concerns for aircraft operations.

The City previously provided approval to award the construction project to the lowest compliant bidder, Wagner Construction, Inc., for the Wildlife Hazard Removal and Drainage Improvement project, for which bids were opened on November 16, 2023.

The project was designed under a previous contract with Ulteig Engineering, the former airport consulting firm for MOT. Ulteig also completed a Environmental

Assessment, which concluded in a Finding of No Significant Impact, allowing the drainage project to proceed as designed.

B. Proposed Project

The proposed project would remove the wildlife attractants and improve drainage at the airport through grading, clearing and grubbing, and installation of storm sewer and drain tile. Improvements would be made to Pond A to control peak flow rates to ensure post-construction rates do not exceed pre-construction rates.

The designated areas of respective project construction phases are generally delineated in relation to the intersection of the primary and crosswind runway. Phase 1 is the southwest, Phase 2 is the southeast, and Phase 3 is the Northeast. Phases 1 and 2 of the project construction scope will be designated as base bid work, with Phase 3 construction designated as bid alternate work to better accommodate uncertainty with project bidding and budgetary constraints.

C. Recommendation Detail

SEH is the engineer of record for MOT airport development as was approved at the City Council meeting on May 17, 2021. SEH will lead the project construction phase, with support from Ulteig Engineering, project designer, and other subconsultants.

The following project schedule is intended to accommodate City and FAA funding and grant schedule requirements:

1. November 16 – Project bids were opened
2. July-August 2024 – City Council approves construction administration contract
3. October 2024 – Estimated start of Phase 3 construction
4. Fall 2024 – Submit grant application to the FAA (application timeline is dependent on federal budget allocations)

IV. IMPACT

A. Aspirations

The condition of the airport facilities and elimination of wildlife attractants in and around the airport is of utmost importance to providing safe and efficient aviation transportation for the Minot Community.

B. Service/Delivery Impact:

By constructing/implementing a solution to address the hazardous wildlife attractants and airfield drainage concerns, this project will allow for continued safe operations for commercial and general aviation at the Minot International Airport.

C. Fiscal Impact

The anticipated construction costs for this project are outlined below, and they are included in the 2024 Budget for Minot International Airport:

Project Costs

ITEM DESCRIPTION	TOTAL COST
PHASE 3 ENGINEERING SERVICES - CONSTRUCTION ADMIN	\$444,400
TOTAL COST:	\$444,400

Project Funding

The Phase 3 construction administration portion of the construction project will be funded by a grant from the FAA Bipartisan Infrastructure Law (BIL/AIG). The airport will receive \$1,728,353 of infrastructure bill funding in Federal FY2025, in addition to the carry-over from previous years.

ITEM DESCRIPTION	TOTAL REVENUE
FEDERAL CAPITAL REVENUES (90%)	\$399,960
STATE CAPITAL REVENUES (6.5%)	\$28,886
2024 AIRPORT BUDGET (3.5%)	\$15,554
TOTAL REVENUE:	\$444,400

VI. ALTERNATIVES

City Council could choose to:

1. Reject the CA contract with SEH, resulting in delays or termination of Phase 3 of the project completion.
2. Utilize an alternative revenue source other than the proposed federal and state grants for funding the Phase 3 CA contract with SEH.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot, North Dakota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective 8/31/2021, this Supplemental Letter Agreement dated _____ authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Wildlife Hazard Removal and Drainage Improvement – Phase 3 - Construction Administration, Observation, and Closeout.

Client's Authorized Representative: Jennifer Eckman, Airport Director

Address: Minot International Airport (MOT)
305 Airport Road Suite 216, Minot ND 58703

Telephone: 701-857-4724 **email:** Jennifer.eckman@minotnd.org

Project Manager: Lindsay Reidt, PE

Address: 3535 Vadnais Center Dr.
St. Paul, MN 55110-5196

Telephone: 763-370-4055 **email:** lreidt@sehinc.com

Scope: The Basic Services to be provided by Consultant are included in Attachment A.

Schedule: Services to be initiated at the direction of the City of Minot, with a service completion date no later than October 31, 2025. A detailed schedule is included in Attachment A.

Payment: A retainer in the amount of \$0.00 will be paid in advance of Consultant starting work and will be applied to the final invoice(s). The lump sum fee is \$444,400.00 including expenses and equipment. See Attachment B reflecting the estimate of labor, fees, and expenses.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Minot, North Dakota

By: 
Shawn McMahon
Title: Regional Practice Center Leader

By: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Minot, North Dakota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated _____

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially. Amendment to be approved by Client in advance via written authorization.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

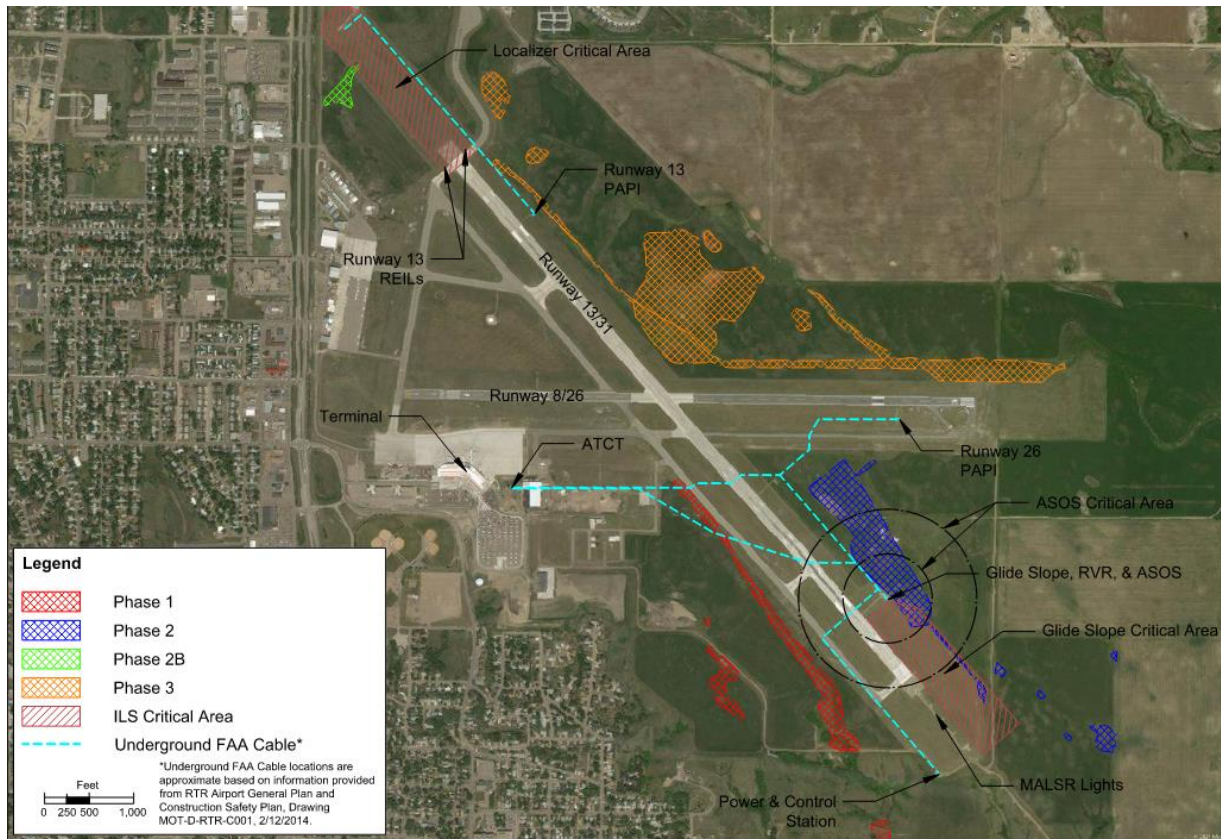
ATTACHMENT A- 3
Minot International Airport (MOT)
Minot, North Dakota
Wildlife Hazard Removal and Drainage Improvement Project – Phase 3
Scope of Work – Construction Administration, Observation, and Closeout

General – This project will remove hazardous wildlife attractants (wetlands) and improve drainage at the airport through grading, storm sewer improvements, and drain tile installation. Improvements will be made to Pond A to control peak flow rates to ensure post-construction rate do not exceed pre-construction rates. All grading activities and proposed improvements will occur on airport property. This project is expected to occur in 3 phases for a total of 170 construction working days between the summer of 2024 and fall of 2025. An Environmental Assessment was completed for this project and the FONSI was approved on 8/23/2021. See project sketch below.

Phase 1 construction will be performed in the southwest quadrant of the airfield, and includes 50,000 CY excavation, 6,000 CY embankment, 300 LF RCP storm sewer, 2,600 LF drain tile, 8,000 CY topsoil stripping and placement, and 14 acres of turf establishment. Phase 1 will be complete in 29 working days, in the summer of 2024.

Phase 2 construction will be performed in the southeast and northwest quadrants of the airfield, and includes 14,000 CY excavation, 39,000 CY embankment, 3,200 LF RCP storm sewer, 13,000 CY topsoil stripping and placement, and 24 acres of turf establishment. Phase 2 will be completed in 61 working days, in the summer of 2024. Phase 2 will be completed as part of the same contract as Phase 1.

Phase 3 construction will be performed in the northeast quadrant of the airfield, and includes 67,000 CY excavation, 46,000 CY embankment, 3,600 LF RCP storm sewer, 8,300 LF drain tile, 27,000 CY topsoil stripping and placement, and 50 acres of turf establishment. Phase 3 will be completed in 80 working days, in the summer of 2025. This scope of work assumes Phase 3 will be completed by the same contractor as phases 1 and 2.



Proposed project schedule:

- November 16, 2023 – Open bids
- December 4, 2023 – City of Minot considers Bidding Award, Construction Administration contract
- December 2023 – Grant application submittal
- Summer/Fall 2024 – Begin construction Phases 1 and 2
- Summer 2025 – Begin construction of Phase 3
- Fall 2025 – Complete construction

Wildlife Hazard Removal - Project Deliverables – The project deliverables of this scope include the following:

1. Construction administration
2. Construction observation
3. Contractor coordination
4. Post design services
5. Project record drawings
6. FAA closeout report
7. Project management and meetings

The scope of work includes the 80 working days for Phase 3 in 2025. Phase 3 will include effort for project start up and initiation for the 2025 construction season. Effort for each task item is included for

the work performed during Phase 3. Each phase must be fully completed before initiating the next phase. Phase 3 includes anticipated wage increases for 2025 construction.

Work Element 1: Construction Administration Services

Specific tasks included with this work element include:

Task 1.1 – Scope Development – SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope, fee proposal development, and contract negotiations. As part of the scope development, SEH will coordinate and obtain scope and fee estimates for subconsultant work including quality assurance testing. This scope development effort is specific to Phase 3.

Task 1.2 – Project Administration Services – Office engineering staff, CAD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders, and other issues that may arise. Other administrative tasks include phased project set up and invoicing, internal meetings, progress reports, subconsultant coordination, and contract management. FAA form 5370 will be completed and submitted to the FAA on a weekly basis. This scope effort is specific to Phase 3 (80 working days).

Task 1.3 – Preparation of Project Files – All file preparation effort for the contract will be completed as part of the Phase 1 scope of work.

Task 1.4 – Pre-Construction Activities – One (1) preconstruction meeting will be held before each season of construction (Two (2) total meetings expected) one for Phases 1 and 2, and one for Phase 3).

- The purpose of the pre-construction meeting is to outline and discuss project requirements, administration procedures, airfield pavement surface closure procedures and requirements, schedules, project responsibilities and communication, Disadvantaged Business Enterprise (DBE) reporting, Contractor submittals, and other related NDAC and FAA requirements, as necessary. The multiple construction phases reflected in the CSPP will be coordinated with the Contractor.

SEH will administer the pre-construction meeting, develop the agenda, issue notifications, and record and distribute meeting minutes. Attendees will include the Sponsor, FAA, NDAC, Contractor, Subcontractors, SEH (Project Manager, Project Engineer, and RPRs), and subconsultants.

Task 1.5 – Permit Coordination – SEH will coordinate and review all applicable permits related to the project construction, including the Army Corps of Engineers permit specific to the Phase 3 area.

Task 1.6 – Submittal and Shop Drawing Review – SEH will review the product and material data, shop drawings, concrete material testing and concrete mix design, material samples, and other items required to be submitted by the Contractor, specific to Phase 3 scope of work.

Task 1.7 – Establish Survey Control – SEH will provide survey control for the project for Phases 3 (start of the 2025 construction season). Control points for horizontal and vertical control will be established and provided to the Contractor.

Task 1.8 – Progress Meetings – Construction Progress Meetings will be held once a week while construction work is being performed on the airfield, with one additional meeting the week prior to construction start and one following the completion of the project. Along with construction progress, construction phasing and airport runway closures shall be discussed at these meetings. Any changes to the CSPP are required to be coordinated with the Sponsor and the FAA. The progress meetings will be attended by SEH staff, including the Project Manager, Project Engineer, Resident Project Representative(s) (RPR), and other staff as needed or required. It is anticipated that 14 in-person progress meetings (for Phase 3) will

occur during construction activities and will require the inclusion of preparatory and meeting documentation work. Project Manager will attend half of the meetings virtually.

Task 1.9 – Review of Quality Control Testing – All quality control test results performed by the Contractor, including concrete testing and embankment density testing, will be monitored daily and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review all quality control testing performed by the Contractor for compliance with the specifications. This will be conducted before submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the Contractor who will be responsible for completion.

Task 1.10 – Review of Quality Assurance Testing – All quality assurance test results performed by the material testing subconsultant, including concrete testing and embankment density testing, will be monitored daily and summarized by SEH. In the event of a failed test result, the Contractor will be required to take corrective action and a retest will be taken until passing results are achieved. SEH will review final quality assurance testing for compliance with the specifications. This will be conducted before submission to the FAA. Should any additional testing need to be accomplished, this will be coordinated with the subconsultant who will be responsible for completion.

Task 1.11 – Review of Contractor Payroll Forms – SEH will review weekly payroll reporting by the Contractor to ensure that wage rates comply with the requirements of the federal and state wage rates for the work being performed. The RPR will conduct compliance monitoring of the Contractor's Davis-Bacon Act and DBE contractual obligations, including recording the Contractor/subcontractor employees, type of work being completed, and conducting random interviews. This is specific to Phase 3.

Task 1.12 – Calculate Construction Quantities – SEH will review quantities with the Contractor by phase. Any discrepancies or disagreements regarding completed quantities will be resolved in advance of any partial pay application process. Periodic cost estimates will be developed by SEH to ensure compliance with the overall project budget. This is specific to Phase 3.

Task 1.13 – Pay Applications – SEH will prepare partial pay applications during construction, a final pay application including final agreed upon quantities for all work components, and a pay application releasing retainage to the Contractor once all closeout requirements have been met. Actual completed quantities will be tabulated for use in preparing all pay applications.

Task 1.14 – Daily Reports – SEH will maintain a daily log of the construction activities and maintain construction photos for record keeping purposes. 80 working days are assumed.

Task 1.15 – Final Inspection and Punchlist – SEH will conduct a final inspection after completion of the project. SEH will issue notifications and prepare a punchlist of any outstanding items requiring correction. A tracking document will be prepared and progress on the punchlist items will be recorded until all issues are resolved. Grass seed germination shall be confirmed, erosion control measures shall be removed as required, and construction stormwater permitting shall be closed out. Each phase will include its own final inspection and punchlist coordination.

Task 1.16 – Record Drawings – SEH will utilize Contractor and engineering drawings during construction to complete record drawings for the project. The record drawings will incorporate any modifications or additions/subtractions that occurred during construction. The final plan set will be plotted and distributed to the City of Minot for records. Electronic copies will be provided to the City of Minot, NDAC, and the FAA. As-built survey of drainage ditches, including finished grade elevation data, will be provided by the contractor in

accordance with bidding documents, to facilitate future ditch cleanout maintenance. Each phase will include its own record drawing completion effort.

Task 1.17 – Final Quality Control / Quality Assurance Summary – SEH will prepare and submit the final QC/QA summary for the project, specific to Phase 3.

Task 1.18 – Surveying and marking wetlands – SEH will survey and mark the wetland areas in the Phase 3 area prior to construction in 2025, as required by the Environmental Assessment. This includes travel (a separate mobilization than Phases 1 and 2).

Task 1.19 - Tribal Monitoring Coordination - Areas of work within Phase 3 require Tribal Monitoring, this sub-task includes coordination with the tribe representative for scheduling, coordination, and project site escorting. Consultant will facilitate coordination of tribal monitoring and archaeology subconsultant, including coordinating for tribal and archeology subconsultant involvement at the preconstruction meeting and opportunities to participate in weekly construction meetings. Consultant will also assist tribal monitoring staff for on-site visits. It is anticipated the tribal monitoring staff could be on-site for three weeks (20 workdays) during excavation and three additional workdays to monitor restoration.

Work Element 2: Construction Observation

To accommodate the scope of the work and the project schedule, construction observation services include providing an RPR on a full-time basis for the duration of the project, supplemented by assistance from the Project Manager. Specific tasks included with this work element include:

Task 2.1 – Construction Observation – SEH will provide daily construction observation for the duration of construction. This project is projected to occur in 3 phases. This scope includes Phase 3 construction for a total of 80 working days between the spring of 2025 and fall of 2025. RPRs, according to the schedule above, will be available to assist in ensuring that construction is performed in accordance with contract documents during this time. The RPR will document and record construction progress through a daily journal. A collective weekly progress report will be developed at the end of the week and submitted to the Sponsor, FAA, NDAC, and other individuals/organizations as needed.

Construction observation will be required in a limited capacity before the start of Phase 3 for mobilization activities and again following the project. It is anticipated that one RPR will cover pre and post-construction contractor activities, as needed. 15 on site days are expected for pre and post-construction contractor activities for Phase 3.

Further duties of the on-site engineering staff include monitoring the Contractor's schedule, safety plan implementation, security plan compliance, general communication, adherence to technical specifications, and project drawing execution.

Task 2.2 – Construction Coordination – The Project Manager will make bi-weekly site visits to the project to assist the onsite engineering staff, review construction activities, and coordinate updates with the Sponsor, synchronized with the weekly construction meetings. The Project Manager will maintain a project phasing schedule and report any schedule changes to Airport and FAA staff.

Work Element 3: FAA Reporting and Project Closeout

Task 3.1 – FAA Quarterly Reports - SEH will complete the required FAA quarterly reports starting with grant acceptance through grant closeout. It is anticipated that each phase will have its own grant.

Task 3.2 – FAA Grant Closeout Report – SEH will complete the required FAA closeout report following completion of the project to reconcile all project related costs and closeout the FAA grant for the work. It is expected that the project will be funded with up to three (3) separate grants. This task includes time to complete one of the three closeout reports.

Task 3.3 – Project Closeout – SEH will work with the Contractor to ensure that all necessary closeout documents are submitted by the Contractor. These include, but are not limited to,

lien waivers, wage rate compliance, and other documentation as identified in the specifications. This is specific to Phase 3 scope of work and construction.

Task 3.4 – Disadvantaged Business Enterprise (DBE) Requirements – SEH will review and submit the required documentation to confirm the Contractor's compliance with the DBE program and goals for this project or provide evidence of "good faith efforts" to meet DBE requirements. This includes monthly reporting for Phase 3.

Work Element 4: Stakeholder Outreach and Project Management – This task includes the tenant and public outreach and the overall project management of Work Elements 1 through 3 noted above. Project Management includes administration of the project, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

Task 4.1 – Airport and City Meetings –This task includes attendance at Airport or City Council meetings to provide project updates to airport staff or Councilors. Meetings with the airport will be held twice per month and this task will include one in-person meeting and one virtual meeting each month (when possible, these meetings will be scheduled the same day as the construction progress meetings). The project will require updates at two (2) meetings in 2025.

Task 4.2 – Stakeholder Outreach Notices and Newsletters – SEH will develop a construction notice to provide notice of upcoming construction activities and identify impacts to airport operations. GA pilots, air cargo carriers, airline flight planners and local ATC will be notified of construction phasing schedule and runway closures. SEH will assist the sponsor with newsletter distribution and updates leading up to and throughout (monthly) construction activities.

Stakeholder outreach will begin upon bidding and award of the project and continue throughout construction completion. This effort is for Phase 3 areas only.

Task 4.3 – Subconsultant Coordination –Scheduling, coordination, project site escorting, and review of subconsultant deliverables, including subcontracts, reports and design data.

Task 4.4 – Overall Project Management –This task includes project coordination and administration, including Sponsor and agency communication, fourteen (14) weekly internal meetings, subconsultant oversight, review of eighty (80) daily progress reports, budget updates, and preparing and reviewing monthly invoices.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec, Inc. Quality assurance testing for compaction and material testing will be performed by Braun Intertec of St. Cloud, Minnesota.
2. Ulteig Engineering. The project bidding documents were prepared by Ulteig Engineering out of Fargo, ND. Ulteig will provide construction phase technical design support on a limited basis.
3. Beaver Creek Archaeology. Tribal monitoring services and coordination will be performed by Beaver Creek Archaeology of Bismarck, ND.

ATTACHMENT B1
ESTIMATED FEES AND EXPENSES
2023 WILDLIFE HAZARD REMOVAL - PHASE 3
CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT
MINOT INTERNATIONAL AIRPORT (MOT)
MINOT, NORTH DAKOTA

Task No.	Task Description	Principal	Project Manager	Airport Engineer	Airport Planner	Senior Technician	Surveyor	Natural Resource Scientist	Admin Technician
Construction Administration Services									
1.1	Scope Development	2	4	8	4	2	0	0	2
1.2	Project Administration Services	4	8	20	8	10	0	0	8
1.3	Preparation of Project Files	0	4	20	4	20	0	0	8
1.4	Pre-Construction Activities	2	8	12	4	4	0	0	0
1.5	Permit Coordination	0	4	8	8	0	0	0	2
1.6	Submittal and Shop Drawing Review	0	4	20	0	8	0	0	0
1.7	Establish Survey Control	0	2	4	0	4	18	0	0
1.8	Progress Meetings	8	12	20	15	8	0	0	0
1.9	Review of Quality Control Testing	2	4	10	0	0	0	0	0
1.10	Review of Quality Assurance Testing	2	4	10	0	0	0	0	0
1.11	Review of Contractor Payroll Forms	0	2	20	0	0	0	0	4
1.12	Calculate Construction Quantities	2	8	20	0	10	0	0	0
1.13	Pay Applications	0	4	8	0	0	0	0	8
1.14	Daily Reports	0	8	30	8	0	0	0	0
1.15	Final Inspection and Punchlist	4	8	20	4	8	0	0	0
1.16	Record Drawings	2	4	20	4	20	0	0	0
1.17	Final Quality Control/Quality Assurance Summary	2	4	8	0	0	0	0	2
1.18	Surveying and Marking of Wetlands	0	2	4	0	0	16	8	0
1.19	Tribal Monitoring Coordination	0	4	16	0	0	0	16	0
Construction Observation									
2.1	Construction Observation	8	40	800	8	20	0	0	2
2.2	Construction Coordination	4	20	10	4	4	0	0	4
FAA Reporting and Project Closeout									
3.1	FAA Quarterly Reports	0	6	6	3	0	0	0	6
3.2	FAA Closeout Report	0	3	9	3	0	0	0	12
3.3	Project Closeout	3	6	6	6	0	0	0	12
3.4	Disadvantaged Business Enterprise (DBE) Requirements	0	3	3	0	0	0	0	6
Stakeholder Outreach and Project Management									
4.1	City/Airport Meetings	4	8	8	8	4	0	0	2
4.2	Stakeholder Outreach Notices and Newsletters	2	8	20	8	4	0	0	2
4.3	Subconsultant Coordination	2	10	10	10	0	0	0	4
4.3.1	Tribal Monitoring Coordination	2	2	4	4	0	0	0	0
4.5	Overall Project Management	8	20	8	20	4	0	0	8
Total hours per labor category		63	224	1162	133	130	34	24	92

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	63	\$84.68	\$5,334.61
Project Manager	224	\$76.46	\$17,126.35
Airport Engineer	1162	\$50.58	\$58,777.79
Airport Planner	133	\$65.00	\$8,645.00
Senior Technician	130	\$47.37	\$6,158.06
Surveyor	34	\$37.97	\$1,290.84
Natural Resource Scientist	24	\$46.35	\$1,112.40
Admin Technician	92	\$34.93	\$3,213.31
Total Direct Labor Costs:		1,862	\$101,658.36
Direct Salary Costs plus Overhead (88%)			\$191,117.71
Total Labor Costs			\$292,776.07
Fixed Fee on Labor Costs (15%)			\$43,916.41

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Flights (Weekly Round-Trip for RPR, plus additional)	28	\$700.00	\$19,600.00
Per Diem (Including Lodging, Rental Car, Meals)	115	\$275.00	\$31,625.00
Computer Charge	1,862	\$5.80	\$10,799.60
Reproductions / Miscellaneous	1	\$500.00	\$500.00
Subconsultant - Ulteig Engineering	1	\$4,800.00	\$4,800.00
Subconsultant - Braun Intertec	1	\$23,430.00	\$23,430.00
Subconsultant - Beaver Creek Archaeology	1	\$16,969.88	\$16,969.88
Total Expenses			\$107,724.48

SUMMARY:

Total Labor Costs + Expenses + Fixed Fee	\$444,416.96
Estimated Total	\$444,400.00

November 15, 2023

Proposal QTB187044

Jarrold Nelson, PE
SEH, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for Construction Materials Testing Services
Airport Drainage Improvements
Minot International Airport
305 Airport Road
Minot, North Dakota

Dear Mr. Nelson:

Braun Intertec Corporation respectfully submits this proposal to provide quality assurance observation and testing services during excavations and site grading, aggregate base placement, and concrete construction for the airport drainage improvements project at the Minot International Airport in Minot, North Dakota.

Our Understanding of Project

The project will consist of three phases of removing hazardous wildlife attractants (wetlands) and improving drainage at the airport through grading, storm sewer improvements, and drain tile installation. Site grading will be widespread and variable with the largest grade changes being excavations of 10 feet and embankment fills of 17 feet. Two culverts are planned to be constructed under existing gravel access roads to facilitate drainage and the gravel access roads will be restored. At the southmost culvert installation location, a drop inlet, pilot channel, and impact wall structure are planned to be constructed to create an earth dam over the drainage area.

Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and cost if the project changes.

- Draft plans of the project prepared by Ulteig Engineers, Inc., dated October 2023.
- Communications with SEH regarding the scope of the project.

Scope of Services

Services are performed under the direction of a licensed professional engineer. Observation and testing services will be performed on a full-time or an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are suitable for support of fill, access roads, and concrete structures. As a geotechnical evaluation was not provided for this project, our evaluation of the soils will be limited to observations of the near-surface soils, which does not constitute a geotechnical evaluation. There is a risk that conditions may exist which could affect the serviceability of the structure, which may not be noted due to the limited scope of this evaluation. The owner will assume this risk unless a geotechnical evaluation is performed.
- Measure the in-place dry density, moisture content and relative compaction of compacted embankment and aggregate base course placed for drainage improvements and the access road for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.

Concrete Related Services

- Sample and test fresh concrete associated with the drop inlet, pilot channel, and impact wall for compliance with the project documents and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review observation and test reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

Scheduling Assumptions

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take 6 trips to complete excavation observations on this project.
- We assume it will take 60 trips to complete compaction testing by nuclear density gauge method on this project.
- We have provided 10 trips for sample pick up for proctors of the embankment and aggregate materials during placement.
- We assume it will take 3 trips to complete concrete testing on this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$48,845**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor.

The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you monthly.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our Agreement for Professional Services dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 (atast@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Aaron M. Tast
Aviation Account Leader, Senior Project Manager

Attachments:
Estimated Cost Tabulation

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB187044

Minot Airport Drainage Improvements

Client:

Short Elliott Hendrickson, Inc.
Jarrod Nelson
3535 Vadnais Center Dr
Saint Paul, MN 55110

Work Site Address:

Minot International Airport
305 Airport Road
Minot, ND 58703

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Phases 1 & 2 (2024)				
Activity 1.1	Soils Testing				\$19,270.00
206	Excavation Observations	15.00	Hour	120.00	\$1,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading/Excavations	3.00	Trips	5.00	15.00
1861	CMT Trip Charge	3.00	Each	40.00	\$120.00
207	Compaction Testing - Nuclear	120.00	Hour	95.00	\$11,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-152 Embankment/Subgrade	28.00	Trips	4.00	112.00
	Aggregate Base	2.00	Trips	4.00	8.00
1308	Nuclear moisture-density meter charge, per hour	160.00	Each	15.00	\$2,400.00
209	Sample pick-up	10.00	Hour	95.00	\$950.00
1318	Moisture Density Relationship (Standard), per sample	6.00	Each	200.00	\$1,200.00
1861	CMT Trip Charge	35.00	Each	40.00	\$1,400.00
Activity 1.2	Concrete Testing				\$2,585.00
261	Concrete Testing	12.00	Hour	95.00	\$1,140.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Concrete Testing	3.00	Trips	4.00	12.00
260	Concrete Observations	3.00	Hour	120.00	\$360.00
278	Concrete Cylinder Pick up	3.00	Hour	95.00	\$285.00
1364	Compressive strength of concrete cylinders, per specimen	15.00	Each	40.00	\$600.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Concrete Testing	3.00	Set	5.00	15.00
1861	CMT Trip Charge	5.00	Each	40.00	\$200.00
Activity 1.3	Project Management & Reports				\$3,560.00
238	Project Assistant	8.00	Hour	95.00	\$760.00
226	Project Manager	8.00	Hour	160.00	\$1,280.00
228	Senior Project Manager	8.00	Hour	190.00	\$1,520.00
Phase 1 Total:					\$25,415.00

Phase 2	Phase 3 (2025)				
Activity 2.1	Soils Testing				\$19,870.00
206	Excavation Observations	15.00	Hour	120.00	\$1,800.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading/Excavations	3.00	Trips	5.00	15.00
1861	CMT Trip Charge	3.00	Each	40.00	\$120.00
207	Compaction Testing - Nuclear	120.00	Hour	95.00	\$11,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	P-152 Embankment/Subgrade	30.00	Trips	4.00	120.00

Project Proposal

QTB187044

Minot Airport Drainage Improvements

1308	Nuclear moisture-density meter charge, per hour	120.00	Each	15.00	\$1,800.00
209	Sample pick-up	10.00	Hour	95.00	\$950.00
1318	Moisture Density Relationship (Proctor)	6.00	Each	200.00	\$1,200.00
1861	CMT Trip Charge	35.00	Each	40.00	\$1,400.00
LSADJ	2025 Rate Adjustment	1.00	Each	1,200.00	\$1,200.00

Activity 2.2	Project Management & Reporting				\$3,560.00
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238	Project Assistant	8.00	Hour	95.00	\$760.00
226	Project Manager	8.00	Hour	160.00	\$1,280.00
228	Senior Project Manager	8.00	Hour	190.00	\$1,520.00

Phase 2 Total: \$23,430.00

Proposal Total: \$48,845.00



We listen. We solve.™

Jarrold Nelson, PE
Short Elliot Hendrickson Inc.
3535 Vadnais Center Drive
St Paul, MN 55110

**Exhibit “A” - Scope of Services and Consulting Fees
Construction Phase Support Services for
Minot Airport-Wildlife Hazard Removal and Drainage Improvement Project
Minot, ND**

Mr. Nelson,

Ulteig appreciates the opportunity to submit this Exhibit “A” – Scope of Services and Consulting Fees for the above referenced project.

1. PROJECT SUMMARY:

The project consists of providing technical design support to SEH throughout the construction of the Minot Airport-Wildlife Hazard Removal and Drainage Improvement Project.

2. SCOPE OF SERVICES:

A. Permitting Assistance

- a. The engineer will assist in completing the Application/Notification to Construct or modify a Dam, Dike, Ring Dike or other Water Resource Facility.

B. Construction Phase Support

- a. The engineer will provide technical design support, respond to questions about the design that arise during construction.

C. Assumption/Clarification/Requested Information:

1. Ulteig assumes that SEH will remain the main point of contact throughout the construction phase.

D. Services Not Included: (These items can be provided, at an additional fee, if requested)

1. Construction administration or full-time inspection
2. Field visits or observations – no site visits shall be performed.
3. Contractor submittal reviews.
4. Construction surveying
5. As-built documents.

3. DELIVERABLES:

- A. Completed Application/Notification to Construct or modify a Dam, Dike, Ring Dike or other Water Resource Facility.



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4. FEES:

We propose to provide the above services for the following hourly estimated fees:

Civil Services:

1.) Permitting Assistance..... \$5,000

2.) Construction Support Services

a. Phase 1.....\$3,600

b. Phase 2.....\$3,600

c. Phase 3.....\$4,800

Construction Support Services Subtotal \$12,000

TOTAL \$17,000

Major changes to the amount of support required during construction for this project by the owner may result in additional services to the contract. Ulteig can provide additional services for tasks not listed above. These services will be performed under a separate Additional Services Agreement in accordance with the terms of our original agreement.

5. SCHEDULE:

Receipt, by Ulteig, of the executed Agreement from the Client serves as written authorization to proceed. Upon receipt of the written authorization to proceed, Ulteig will immediately schedule the project. We anticipate our services to be begin within 5 business days upon receipt of the written authorization to proceed.

6. CLOSING:

Once a project design fee and scope of services is agreed upon, we will provide a formal contract describing billing and other contractual agreements, or we can review and sign clients contract.

We look forward to working with you on this project and will do our very best to see that you are satisfied with our services. If you have questions, please contact me at 701-280-8680. We appreciate your confidence in us and the opportunity to serve you.

Sincerely,



We listen. We solve.™

Thomas Reisdorf, PE
Engineering Supervisor

Kris Carlson, PE
Associate Director, Civil



Beaver Creek ARCHAEOLOGY

1632 Capitol Way, Bismarck, ND 58501
Phone: (701)663-5521
Fax: (701)663-5589
e-mail: wburns@bcarch.org

11/7/2023

Jarrold Nelson, PE (MN, IA, ND, SD)
Senior Airport Engineer
Short Elliott Hendrickson Inc.

Jarrold:

Beaver Creek Archaeology (BCA) proposes to provide Cultural Resource Monitoring and Tribal Coordination Services for your proposed **Minot International Airport Enhancement** projects in Ward County, North Dakota, as specified in your request.

Cultural Resource Monitoring (ND SHPO requires we have an MS level archaeologist on site) is as follows: **\$1,040 per 8-hour day. Any overtime will be charged on a flat rate of \$130.00/hr.** Drive time from our Bismarck office to and from the job site or in excess of eight (8) hours will be billed under the 8-hour day rate or overtime flat-rate, whichever is appropriate. If the drive time is needed on a non-work day, to facilitate work the following day, then the flat-rate hourly fee would apply. This price does not include hotel or per diem. Those costs will be charged based on the Federal per diem rate of \$59.00/day and hotel receipt. A monitoring report will be generated at the end of the project for submission to the FAA and ND SHPO. Cost for the report will be **\$1,200.00**. This cost will be charged in addition to costs incurred as part of the fieldwork rates provided above.

Tribal Coordination efforts for the project. It is assumed that only one Tribal Cultural Specialist (TCS) will be required for the project. For the purposes of this estimate, it is assumed that the TCS would come from the Three Affiliated Tribes. As such, the estimate daily cost of the TCS will be **\$450.00** for an 8-hour day and a flat rate charge of **\$50.00/hour** over that. This price does not include hotel or per diem. Those costs will be charged based on the Federal per diem rate of \$59.00/day and hotel receipt. In addition to the day rate during travel if it is outside of a scheduled work day, the TCS will also require mileage from the reservation to and from the job site. Mileage will be charged at the Federal rate of **65.5 cents/mile**. It is estimated to be approximately \$96.94 if the person leaves and returns from and to New Town, ND.

Cultural resources inventories follow the procedures outlined by federal laws and regulations found in the National Historic Preservation Act of 1966, Archaeological and Historical Preservation Act of 1974, National Environmental Policy Act of 1969, 36 CFR 800 - - Protection of Historic and Cultural Properties, and 43 CFR Part 7 - - Protection of Archaeological Resources: Uniform Regulations. In addition, we also follow the procedures outlined by the North Dakota Historic Preservation Office found in the North Dakota Century Code NDCC 55-02-07 - - Protection of Prehistoric or Historic Artifacts or Sites.

Project Cost and Timeline Assumptions:

1. As long as no more than one monitoring location is worked on at any given time, only one archaeological monitor, and one TCS is required. If additional staff is required the cost presented above would be multiplied by however many staff are required.

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2. It is currently estimated that the TCS will be coming from the Three Affiliated Tribes. If they have no availability and we have to reach out to another tribe, then the mileage cost would increase based on where the staff came from.
3. Weather delays amidst working on the fieldwork for the project are still billed at the daily rate since staff has to still be available to work.
4. If an inadvertent discovery is found and recovery is required, a separate scope and fee will be generated for this task.

The price estimates detailed in this letter quote are valid for sixty (60) days from the date of this letter.

Thank you for considering us, and we look forward to hearing from you. If you have any questions or concerns, then please feel free to contact Raina Hanley or me.

Sincerely,



Wade Burns
President & CEO
Beaver Creek Archaeology

ACCEPTED BY:

Signature

Printed Name & Date

Company

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**ATTACHMENT B1
ESTIMATED FEES AND EXPENSES
2023 WILDLIFE HAZARD REMOVAL - PHASE 3
CONSTRUCTION ADMINISTRATION, OBSERVATION, AND CLOSEOUT
MINOT INTERNATIONAL AIRPORT (MOT)
MINOT, NORTH DAKOTA**

CULTURAL RESOURCE MONITORING AND TRIBAL COORDINATION SERVICES

TASK: CULTURAL RESOURCE MONITORING

Assumed (7) 10-hour days @ \$1,300/day	\$9,100.00
Assumed (7) days @ Federal per diem rate \$59.00/day	\$413.00
Assumed (6) evenings of lodging @ \$150/evening	\$900.00
Monitoring Report assembly and submittal	<u>\$1,200.00</u>
Task Subtotal	\$11,613.00

TASK: TRIBAL COORDINATION

Assumed (7) 10-hour days @ \$550/day	\$3,850.00
Assumed (7) days @ Federal per diem rate \$59.00/day	\$413.00
Assumed (6) evenings of lodging @ \$150/evening	\$900.00
Assumed (2) instances of travel outside of scheduled work day @ \$96.94/day	<u>\$193.88</u>
Task Subtotal	\$5,356.88

ESTIMATED TOTAL PROJECT COSTS	<u><u>\$16,969.88</u></u>
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TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: August 5, 2024

SUBJECT: REGIONAL CARBON DIOXIDE STORAGE FACILITY - BUDGET AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council approve a budget amendment in the amount of \$60,000 to cover Minot's share of the design costs for the regional carbon dioxide storage facility in Bismarck.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

On June 17, 2024, the council voted to support a regional carbon dioxide facility and authorized staff to assist in development of the project. Additional background can be found in the June 17 memo. Since that time, the project received support and a 60% cost share from the ND Department of Water Resources.

B. Proposed Project

The project will consist of constructing a carbon dioxide storage tank at the Bismarck Water Treatment Plant. The tank will be sized to handle a one-month peak demand for multiple communities. During times of carbon dioxide shortage individual communities will work with their haulers to pull from their reserved storage in Bismarck and deliver to their respective plants. The cost share for each community will be determined as the percentage the reserve capacity request is relative to the total storage volume. Currently, Minot's requested capacity of 100 tons would account for about 36% of the overall costs.

A joint powers agreement is currently in development to outline each communities roles and responsibilities. Cost estimates have been generated and the group is ready to kick off design. The total cost is estimated to be about \$4.2 million and after the DWR cost share Minot's obligation would be about

\$590,000. A couple communities haven't fully committed to the project. If they decide to drop out, different tank size options will be evaluated and cost shares will decrease.

C. Recommendation Detail

This project is very important to ensuring the Minot Water Plant can continue to make water during periods of carbon dioxide shortage.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Water Restrictions are very unpopular and inconvenient to the residents that rely on Minot's water plant daily. Having some back up supply of an important treatment product helps ensure water keeps flowing at the water plant.

C. Fiscal Impact

Project Costs

Estimated Design Costs (Minot share)	\$60,000
Estimated Construction Costs (Minot share)	\$530,000

Project Funding

It is recommended funding for this project come from Water cash reserves.

VI. ALTERNATIVES

Council has already voted to support this project. However, if council now decides to pull back, Minot will need to make plans on its own for increased carbon dioxide storage. This will most likely be a more expensive solution.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
WATER PLANT ENGINEERING EXPENDITURES FOR THE CITY'S SHARE OF
THE DESIGN OF THE REGIONAL CARBON DIOXIDE FACILITY AND APPROVE
THE USE OF WATER/SEWER CASH RESERVES.**

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

- §1: Amend the 2024 annual budget to increase the water plant engineering expenditures for the City's share of the design of the regional carbon dioxide facility:

14060000-43050		60,000
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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



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: August 5, 2024

SUBJECT: LOGISTICS PARK OF NORTH DAKOTA (CRISI) GRANT CONTRACT AMENDMENT (4546)

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve contract amendment 2 with Ackerman-Estvold;**
- 2. Authorize the Mayor to sign the amendment; and**
- 3. Approve the budget amendment on 1st reading.**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

In 2021, the Chamber EDC was able to receive a Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant in the amount of \$400,000 to plan the Logistics Park of North Dakota. This was matched with \$400,000 of sales tax economic development funding. The purpose of the grant is to environmentally clear the Logistics Park and receive a Finding of No Significant Impact (FONSI). This work is critical as it opens the door for other potential federal grants to assist with infrastructure development.

Besides environmental clearance, which is the largest part of the grant, the project also includes economic analysis of the park, preliminary design of major infrastructure systems such as roads, sewer, water, and drainage. Also included are track layouts, sidings, industry sites, and warehouses. Last, technical information such as noise and traffic studies and cost estimates. The project has a very large scope and provides a tremendous amount of information. It prepares the Logistics Park for the future by giving them the information they need to plan the required infrastructure to adequately serve the park.

B. Proposed Project

However, getting to this point has been a significant challenge and, unfortunately for the project team, there is still a lot of work to complete. As seen in the attached memo from Ackerman Estvold (AE) they have diligently been working on this grant for the past three years, which is a year and a half past the original completion timeline. They have stretched the available budget where they could, but the project is now over budget and work must be completed to meet the grant agreement set by the Federal Railroad Administration (FRA).

The project was scoped assuming the typical NEPA process used by NDDOT (our project partner) and FHWA. That process is fairly straightforward, well documented, and has been performed many times by the project team on several projects. Unfortunately, as we have found, FRA does not seem to perform many NEPA reviews/processes, clearly has inexperienced review people providing comments, has rotated out staff and project managers over the course of time, causing our team to have to rework sections of documents several times to satisfy the new reviewers. Finally, FRA asked AE to perform a detailed planning design of the 900 acre industrial park that was supposed to be a high level concept study.

Clearly, all of this was out of the original scope of AE's contract. The inefficiency by FRA has caused this contract to go over budget and there is still work to be completed. The requested amount by AE is an hourly contract amount not to exceed a cap of \$210,000. They feel this amount should be enough to finish the work if FRA has a reasonable review schedule and comments. Included in this amount are fees that AE is holding for environmental work that had to be completed to keep the project on track to meet the grant requirements.

C. Recommendation Detail

The Chamber EDC and city staff reviewed the request by AE for additional compensation. Based on the information provided and seeing the delays first hand, the additional cost is justified.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

Obtaining environmental clearance (FONSI) is a key step for the Logistics Park as they move forward with planning, recruitment of industry, and infrastructure development over the coming years.

C. Fiscal Impact

This grant is being funded 50/50 with federal funds up to \$400,000, with the local match coming from sales tax economic development. Then sales tax economic development funding for all costs in excess of the \$400,000 in federal funding.

Project Costs

Original Contract -	\$750,000
Amendment #1 -	\$ 34,914
Amendment #2 -	<u>\$210,000</u>
Total Contract	\$994,914

Project Funding

\$400,000 Federal Funds CRISI Grant

\$594,914 Sales Tax Economic Development

\$417,457 of Sales Tax Economic Development has previously been authorized by City Council, so staff is requesting an additional \$177,457.

VI. ALTERNATIVES

Alternative 1: Council could choose not to approve the contract amendment. If that happens, the project would stop and the city would be in jeopardy of not meeting its grant obligations. FRA will likely request the return of its federal funds.

Date: 07-02-2024

To: Lance Meyer, PE
City Engineer
City of Minot
PO Box 5006
1025 31st Street SE
Minot, ND 58702

Brekka Kramer, CEO
Minot Area Chamber EDC
Po Box 940
1020 20th Ave SW
Minot, ND 58701

From: Ackerman-Estvold

Re: Minot Intermodal CRISI Grant Project – Logistics Park of North Dakota
Contract Amendment No.2 Justification

Introduction

Dear Project Stakeholder,

The following memorandum is to provide documentation for out-of-scope work encountered with the Minot Intermodal CRISI grant project, also known as the Logistics Park of North Dakota (LPND). Ackerman Estvold (A-E) was retained and contracted by the City of Minot (City) in June of 2021 for the project. The project generally consisted of 3 primary scope items for the 900+ acre study area. Those three project scope items were to consist of an environmental document anticipated to be an Environmental-Assessment (E-A), the conceptual design of primary infrastructure (15% design), and the preliminary design of primary Infrastructure (30% design). The anticipated timeline to complete the scope of work was expected to take 2-years with a completion date of July 2023.

A-E has aggressively worked on the project over the past 3 years to meet any requests, needs, or comments by the Federal Rail Administration (FRA) who serves on the project as the primary reviewing agency. FRA is also the Grantee of the Federal dollars providing cost share of up to \$400,000 dollars for project. Although A-E has diligently worked to meet every FRA request, we have encountered many out-of-scope requirements by FRA and a very extended project timeline driven primarily by the FRA team.

It is anticipated that the project will reach completion in December of 2024 (1.5 years past the original completion date). As of this memo, all of the allocated budget (\$784,914) has been expended. We anticipate the project to run over budget by \$210,000 based on the current trajectory of the project with FRA, however this is only an estimate due to the uncertainty of future FRA requirements.

A project work plan was developed in September of 2021 and approved the following month. Item 4 of the work plan outlines various project Tasks and Subtasks for the project. The following chart provides a high-level overview of those items, the current completion of those items, and the anticipated completion date.

Phase/Task	Description	Completion %	Expected Completion
Environmental Assessment			
4.a	Topographic Survey	100%	Complete
4.b	Cultural & Natural Resource Inventory	100%	Complete
4.c	Supplemental Site Investigations	100%	Complete
4.d	Market Analysis	100%	Complete
4.e	Conceptual Planning & Eng. (15%)	85%	09/2024
4.F	Environmental Assessment / FONSI	95%	08/2024
Preliminary Design			
5.a	30% Preliminary Engineering Plans	75%	12/2024
5.b	Specification Outline	20%	12/2024
5.c	Opinion of Probable Construction Costs	80%	12/2024
5.d	30% Basis of Design Report	50%	12/2024

FRA NEPA Consultation

Currently the primary project focus revolves heavily on the Environmental Assessment (E-A). This document is the single largest component of the project scope. The E-A will be comprised of 5 chapters. Those chapters consisting of the following:

- Chapter 1 - Purpose and Need
- Chapter 2 - Alternative Analysis
- Chapter 3 - Effectuated Environment
- Chapter 4 - Public Involvement
- Chapter 5 - References

Chapter 1 of E-A, Purpose and Need, was started in May 2022. FRA initiated bi-weekly progress meeting at that time to help provide guidance throughout the development of the E-A with the first draft of Chapter 1 submitted to FRA on June 10, 2022. The first comments were received more than a month later (7/21/2022) along with verbal direction from the FRA team during the bi-weekly progress meetings. A multitude of comments were received along with verbal guidance directing the content to be increased and included in Chapter 1 throughout the fall of 2022. Chapter 1 reached 30-pages and was re-submitted in December 2022. FRA then directed the chapter to be condensed and shortened over the following two months with the final direction for Chapter 1 to be no longer than 10-pages. This essentially required a complete rewrite and started the comment process over with FRA. Over a 1-year period, a total of 6 drafts of Chapter 1 were submitted to FRA for review and approval with final approval being received on June 5, 2023.

The following list provides the official submittal and review dates along with a short synopsis of the primary context of the comments received.

Chapter 1 – Purpose and Need - Submittal Dates

Draft 1 submitted 6/10/2022

- Comments received 7/21/2022
 - Comments included a request to modify the conceptual design to include building layout/heights for the entire logistics park, revisions to the cultural resources report, and additional agency coordination.

Draft 2 submitted 12/13/2022

- Comments received 1/26/2023
 - Requested a reduction in page numbers

Draft 3 submitted 2/7/2023

- Comments received 3/15/2023 and 3/16/2023
 - Requested a reduction in page numbers
 - Additional comments on the needs for the project

Draft 4 submitted 4/10/2023

- Comments received 4/20/2023
 - Study area vs project area comment
 - Request to make the purpose and need quantifiable

Draft 5 submitted 5/1/2023

- Comments received 5/23/2023
 - Minor comments to strike content

Draft 6 submitted 5/23/2023

- Email received 6/5/2023 that FRA is good with Purpose and Need and is drafting the Class of Action

In parallel with the FRA's drafting of the Class of Action (CoA), A-E began conceptual design work which would be utilized in conjunction with Chapter 2 of the E-A, the Alternatives Analysis.

FRA requested a detailed conceptual design layout of the 900-acre logistics park including all internal roadways and supporting infrastructure, green spaces, vertical structures, size and height configuration of buildings, preliminary subdivision lot lines, parking lot layouts, and other detailed development features for the internal lots to the LPND. A-E's original scope of service was to focus the conceptual and preliminary design to main line infrastructure including primary and collector roadway corridors, utility mains (water, sanitary sewer, storm sewer), water management facilities (detention ponds), rough site grading, and main line rail infrastructure including industry track, switches, sidings, and similar.

The detailed internal development of the park was and is currently very undefined in terms of the final end user. The direction of how the internal lots will develop will be driven by free market enterprises as land is purchased by end users within the park. Each enterprise or entity will be responsible for developing each lot to their specific needs. FRA's requirement of detailed conceptual development of the internal LPND lots was beyond the original scope for conceptual design.

The first Draft of Chapter 2 of the E-A, Alternatives Analysis, was submitted to FRA on July 26, 2023. FRA directed A-E to submit that chapter as soon as it was ready, and they would begin the review. After submitting Chapter 2, FRA then said they would not review the chapter until the Purpose and Need Chapter (Chapter 1) and the Class of Action (CoA) was approved and signed by FRA. However, prior to FRA being willing to initiate the CoA, FRA required a public involvement plan (PIP) and a schedule for the E-A to be submitted by A-E to FRA.

The importance of the CoA is that it dictates the type of environmental document required and begins a 1-year maximum time schedule for FRA to finalize the subsequent environmental document.

A total of 3 drafts of the PIP were submitted to FRA over a 3-month period with final approval of the PIP being received in July

of 2023. A-E developed, submitted, and revised the E-A schedule as requested by FRA. The schedule is ultimately driven by FRA and their own review process. A schedule was eventually agreed upon and the Class of Action was signed on August 24, 2023 and thus starting the 1-year clock for the environmental document. This 1-year environmental document period all beginning after the anticipated completion date of the entire project. The City and Chamber EDC were notified of the drawn out timeline by FRA at this time along with other out of scope work including meetings, number of revisions, and FRA driving an undefined and unwritten schedule for their own environmental process.

The following are the submittal and comment dates as they relate to the PIP, Chapter 2 - Alternatives Analysis, Section 106 & 7 Consultation Packages.

PIP, Chapter 2, Section 106, and Section 7 - Submittal Dates

Public Involvement Plan (PIP)

- Draft 1 submitted 6/23/2023
 - Comments received 7/5/2023
- Draft 2 submitted 7/25/2023
 - Comments received 8/2/2023
- Draft 3 submitted 8/9/2023
 - No comments received - Class of Action moved forward

Alternative Analysis

- Draft 1 Submitted 7/26/2023
 - Comments received 9/28/2023
- Draft 2 Submitted 10/4/2023
 - Comments received 10/31/2023
- Draft 3 Submitted 11/1/2023
 - Comments received 9/28/2023

Section 7 Consultation Package

- Draft 1 submitted 8/24/2023
 - Comments received 9/6/2023
- Draft 2 Submitted 9/7/2023
 - Comments received 9/11/2023
- Draft 3 Submitted 9/12/2023
 - No comments received - HDR sent to USFWS 9/14/2023

Section 106 Consultation Package

- Draft 1 Submitted 8/24/2023
 - Comments received 8/28/2023 – mailed to Tribes 9/8/2023
- Additional tribal follow up requested by FRA (electronic and paper)
 - Letters sent 1/12/2024

Section 106 National Historic Preservation Act Compliance – Cultural Resources & Tribal Consultation

One of the items that was advanced early in the project was the cultural resource inventory report. FRA agreed that the Cultural work would be required no matter the environmental document required with the CoA. As a sub-consultant to A-E, Metcalf Archeology advanced the Cultural Resource Class I File Search and Class III Cultural Resource Survey. The report was finalized and submitted to FRA in December of 2021 along with a courtesy copy to the ND State Historical Preservation Office (NDSHPO) for

review and approval. NDSHPO provided approval on December 28, 2021. Comments from FRA filtered in randomly over the following 22 months requiring multiple changes to the report and resubmittal to NDSHPO. Comments were addressed each time and subsequently resubmitted to FRA.

As part of section 106 compliance, tribal consultation was required. During project scoping, it was anticipated the tribal consultation process would be like what is required by the Federal Highway Administration (FHWA). FHWA requires all affected tribal authorities within a 20-mile radius to the project be consulted. Although FRA recognized that the NDDOT and FHWA have a robust process and good working agreement, FRA insisted on a more robust process and additional tribal consultation with tribes in MN and OK. During a meeting with FRA (08/17/2023), FRA requested a 6-month time frame be placed on the project schedule to finalize the Cultural Resource report and section 106 compliance, both of which had already been approved by the NDSHPO a year and half earlier, met the requirements of the contract, and exceeded requirements by NDDOT and FHWA. FRA did not grant concurrence of the Cultural Resources Report and Tribal Consultation until March of 2024.

Environmental Assessment – Comments

The Draft E-A was completed in March of 2024, advertised, and agency comments were solicited during the mandatory review & comment period. At 3 pm on closing day of comments (4-15-2024), the Environmental Protection Agency (EPA) submitted 6 pages of comments. Although EPA's comments were written as "suggested" and not required, FRA took the stance that the comments need to be addressed. The most detailed of those requiring a project air quality impact analysis for emissions driven equipment. A-E and our sub-consultant HDR worked on the required air quality impact analysis through the implementation of a Motor Vehicle Emission Simulator (MOVES) model. THE MOVES model is a state of the science emissions modeling system that estimates emissions for mobile sources at project level for criteria air pollutants, greenhouse gases, and air toxins. The move model was recently completed and submitted to FRA for review. Review comments from FRA were received on July 3rd of 2024 on the Air Quality model and are being addressed at the time of this amendment request. The original project scope did not include air quality models or quantitative analysis. This out-of-scope work remains open with additional work anticipated to gain FRA approval.

FRA Initiated Meetings & FRA Team Changes

To complicate the project, the FRA team has been a revolving door of people since the inception of the project. This has caused confusion, disorganization, and a lack of consistency in project comments, reviews, review times, and questions. The continuous turnover of FRA personnel has disrupted project flow, timing, the transfer of information, and has severed the link between the original project scope, the grant submission, and FRA's changing requirements over the past 3+ years.

FRA project manager Melissa Hatcher was replaced during the summer of 2023 with Megan Gribble. Megan Gribble was then removed as the project manager the same summer and replaced by Dominique Kraft. Today a PM consultant, Jamie Lupo, Transystems, is the acting project manager.

FRA NEPA lead Amanda Ciampolillo was replaced in May of 2022 by Brandon Bratcher.

FRA Cultural lead Melissa Ivie and was replaced in June of 2022 by Kristen Zschlomer.

Bi-Weekly Meetings requested and scheduled by the FRA NEPA team begin May of 2022 with 5 FRA representatives. FRA members leading the NEPA document continually evolved and changed. By December of 2022, FRA attendance of the bi-weekly meetings had increased to as many as 10 representatives. The FRA team has had 25+ different FRA representatives involved in the NEPA review document. The following sample provides the meeting invites for FRA representatives for bi-weekly NEPA progress meetings.

FRA NEPA Team Jan 2021 – Melissa Hatcher, Amanda Ciampolillo, Elena Gonzalez, Seema Javeri

FRA NEPA Team May 2022 – Melissa Hatcher, Ashly Auer, Brandon Bratcher, Ananda Ciampolillo, Jamie Larkin

NEPA Team Sept 2022 – Melissa Hatcher, Ashly Auer, Brandon Bratcher, Dominique Kraft, Melissa Ivie,
Michael Richard

FRA NEPA Team Dec 2022 – Melissa Hatcher, Ashly Auer, Brandon Bratcher, Dominique Kraft, Melissa Ivie,
Michael Richard, Kathryn Johnson, Marcus Thaw, Kirsten Zschomler

FRA NEPA Team April 2023 – Melissa Hatcher, Ashly Auer, Brandon Bratcher, Melissa Ivy, Kirsten
Zschomler, Derek Piper, Dominique Kraft, Lynne Marie Whately

FRA NEPA Team Aug 2023 – Jamie Lupo, Brandon Bratcher, Kirsten Zschomler, Richard Gil, Andressa Carmo,
Andrew Peternith, Megan Gribble, Deirdre Fallings

FRA NEPA Team Jan 2024 – Jamie Lupo, Brandon Bratcher, Kirsten Zschomler, Richard Gil, Deirdre Fallings, Daniel
Coleman, Jaclyn Buonopane, Madison Craw

It was anticipated that stakeholder and agency meetings would be an important part of the overall project, however the level and number of FRA driven meetings has far outpaced expectations. The A-E team has been a willing and active participant with optimism that these meetings would help keep positive project direction, minimize the number of draft submittals, and aid in faster project delivery. Our team has been an active participant in assisting the NDDOT in FRA required quarterly reporting documentation and grant update meetings, monthly FRA project overview meetings, and bi-weekly and weekly NEPA progress meetings over the past 3+ years. FRA initiated bi-weekly NEPA coordination meetings in May of 2022 and increased the frequency of the meetings in September of 2023 to weekly with consideration of FRA's 1-year time schedule for the E-A. We estimate our project team has been requested to attend more than 95 meetings with FRA. Those meetings are over and above those originally scoped for the project.

Because the grant and environmental review process for FRA was/is new to their agency and lacked definition at the time of project scoping, the original scope was written and costs estimated based on Federal Highway Administrations (FHWA) process. the NDDOT (grantee) is very familiar with FHWA's Environmental Program and they anticipated FRA's program to be similar.

A-E and our sub-consultants have strived to meet every expectation, keeping the project on track for both budget and time. We have worked out of sequence and moved many of the project milestones forward and parallel to one another to ensure items within our control do not create delays in the project delivery. Unfortunately, due to unforeseen delays in meeting FRA agency requests, multiple draft submittals, increased work scope, and changing personnel within the FRA; the expected time-line for final approval is anticipated to be extend by approximately 18 months (December of 2024). This assumes a more expeditious review process for the conceptual and preliminary design packages than what has been experienced for the environmental review. Based on our experience over the past 3-years, there is great uncertainty how much effort may be required to meet FRA's review of the design packages. For documentation purposes, below you will find key project dates and milestones. We appreciate the support and partnership on this project received from the City of Minot, Minot Area Chamber EDC, and the NDDOT, and we look forward to pushing this project past the finish line.

Key Dates of Work Scope Items

- January 2021 – Project Scoping is initiated with NDDOT, FRA, Chamber EDC and City of Minot
- March 2021 – Project Scope expanded to include south intermodal site (South of Ward CR 12)
- June 2021 – A-E and City of Minot finalize project Agreement & Contract Documents
- Oct. 2021 – Project Work Plan Approved
- Oct. 2021 – Stakeholder Kick-off Meeting
- Oct 2021 – Wetland Field Work Completed
 - Field Aquatic Resource Delineation & OHM report completed Jan 2022
 - Approved Jurisdictional Determination by US COE May 2022
- Oct 2021 – Traffic Operations Report field data collected / traffic counts conducted
 - Traffic Impact Study substantially completed Nov 2022
- Market Analysis started September 2021
 - Substantially Completed in Dec 2021
 - Final Completed Report Feb 2022
- Nov 2021 - Class I File Search and Class III Cultural Resource Survey
 - Initial report finalized and submitted to FRA & NDSHPO in Dec 2021
 - Initial report approval by NDSHPO Dec 28th, 2021
- Conceptual Design Started in April 2021
 - Substantially Completed Dec 2022
 - Meeting with City & County in Jan 2022 to review Conceptual/Preliminary Designs
- Feb 2022 – Biological Evaluation Substantially Completed
- April 2022 - Class of Action recommendation developed and submitted to FRA
- May 2022 – Meeting with FRA to review CoA and the environmental document process which outlines an E-A be conducted. Focus on Chapter 1 – Purpose & Need for CoA
- May 2022 – FRA requires vertical construction concepts, building heights, foot-prints, internal site layouts, and internal streets & infrastructure for the environmental-assessment document.
- May 2022 – Traffic Impact Study started
 - Traffic Impact Study completed
- June 2022 – A full project budget review was completed and overall the project was tracking on budget and about 45 days behind schedule as submitted to NDDOT. Original Project was scheduled to be completed by May 2023 based on the original grant project submittal to FRA.
- June 2022 Preliminary Design Started
 - 35% Design Drawings Substantially Completed April 2023
- July 2022 – Phase I Environmental Site Assessment Completed – Phase II recommended
 - Phase II Environmental Site Assessment Completed and Report Finalized Nov 2022
- July 2022 – Dakota Skipper occupancy survey conducted
 - Final Dakota Skipper occupancy report completed Oct 2022
- Aug 2022 – Noise Study field work conducted
 - Noise Study Report Completed Jan 2023
- Oct 2022 – Dakota Skipper Occupancy Survey Report Completed
- Nov 2022 – Basis of Design Tech Memo for Rail Substantially Completed
- Sept 2022 – Conceptual design of internal site including lot layouts, site designs, building layouts, and internal site infrastructure substantially completed

- Nov 2022 – Revised Intermodal Class III Cultural Survey Report resubmitted to FRA
- Nov 2022 – FRA sends additional comments on Cultural Survey Report
- Nov 2022 – FAA comments received and incorporated
- Dec 2022 – Draft Storm Water Management Plan Completed
- May 2023 – Discussed Delays with Jim Styron with NDDOT
- July 27, 2023 – Meeting with Jim Styron, NDDOT and Scott Zainhofsky, NDDOT to discuss options to urge FRA to expedite the environmental process.
- December 14, 2023 - Draft EA sent to FRA
- January 18, 2024 – FRA comments received on Draft EA
- January 29, 2024 – Revised EA sent to FRA
- February 26, 2024 – FRA comments received on Draft EA
- February 28, 2024 – Revised EA sent to FRA
- March 11, 2024 – FRA signed EA
- March 15, 2024 – Draft E-A solicited for comment.
- March 21, 2024 – Draft FONSI sent to FRA
- April 15, 2024 – Comments on draft E-A from EPA received
- May 8, 2024 – Revised Draft FONSI sent to FRA
- May 30, 2024 – Meeting with Minto Area Chamber EDC, NDDOT, City of Minot to review project status, budget, current work scope, and schedule.
- May 30, 2024 – FRA comments received on Draft FONSI
- June 14, 2024 – Revised Draft FONSI sent to FRA
- July 5, 2024 – FRA comments received on Draft FONSI

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 07-19-2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: May 17, 2021

Owner: City of Minot

Engineer: Ackerman-Estvold

Project: Minot Intermodal Facility Preliminary Engineering & Environmental Review
FY 2018 CRISI

Nature of Amendment:

 X Additional Services to be performed by Engineer

 Modifications to time(s) for rendering services

Description of Modifications:

Throughout the Environmental Assessment Phase of the project, work outside of the original project scope has been required of Ackerman-Estvold from Federal Rail Administration. Those services include more than 100 additional project meetings requested by Federal Rail Administration (FRA); FRA extending the project timeline by 1.5 years (from 2 years to 3.5 years), environmental document revisions required by FRA, changing of FRA personal and project managers throughout the project creating delays and change of project direction; addressing EPA comments on the Draft E-A including a Motor Vehicle Emission Simulator (MOVES) air quality quantitative model; and requirements in excess of FHWA for section 106 national historic preservation act compliance and tribal consultation; (See attached justification memorandum)

The Minot Intermodal Facility Preliminary Engineering & Environmental Review project was originally contracted in June of 2021 at a total contract value of \$750,000.00. The project is funded through a Federal Rail Administration 50% cost share grant with a maximum grant value of \$800,000.00 (\$400k FRA Grant / \$400K Local Match). A total of \$15,078.77 at a 50% cost share remains available within the grant funding. All dollars in excess of the \$800,000 grant package would be local funding. The requested contract amendment would add \$210,000 to the original contract increasing the contract value from \$784,914 to \$994,914.

Agreement Summary:

Original agreement amount:	<u>\$750,000</u>
Net change for prior amendments:	<u>+\$34,914</u>
Current Agreement Amount:	<u>\$784,914</u>
Previous Amendment Amounts (0-1):	<u>+\$34,914</u>
This Amendment Amount (Amd#1):	<u>+\$210,000</u>
Adjusted Agreement:	<u>\$994,914</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Minot

By: _____

Print
name: _____

Title: _____

Date Signed: _____

ENGINEER:

Ackerman-Estvold

By: 

Print
name: Steven Eberle

Title: Vice President / COO

Date Signed: July 9th, 2024

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
ENGINEERING DEPARTMENT EXPENDITURES FOR THE MINOT INTERMODAL
FACILITY AND APPROVE THE TRANSFER AND USE OF SALES TAX ECONOMIC
DEVELOPMENT CASH RESERVES.**

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

- §1: Amend the 2024 annual budget to increase the engineering department expenditures for the Minot Intermodal Facility (CRISI) Ackerman Estvold Contract Amendment #2:

10038000-43050	2021380001	\$210,000
10000000-39113	2021380001	177,457
25172000-49101		177,457

- §2: Approve the transfer of Sales Tax Economic Development cash reserves:

25172000-49101		177,457.00
10000000-39113	2021380001	(177,457.00)

- §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: Mikayla McWilliams, City Clerk

DATE: August 5, 2024

SUBJECT: SECOND READING: ORDINANCE UPDATE - CHAPTER 6 - PAWN AND SECONDHAND

I. RECOMMENDED ACTION

It is recommended City Council approve the ordinance repealing and reenacting Chapter 18, Article III, Division 6 (Pawnbrokers, Secondhand Dealers, Scrap Dealers, and Dealers in Precious Metals and Precious Gems) on second reading.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

City staff have been working on changing all the licensing and permitting to be electronic in the CityWorks software. One major change to the ordinance includes making this all one license with a \$500 yearly licensing fee. It has previously been \$250 for the first year and \$125 for all subsequent years. The change in the yearly fee is to help cover the software the pawnbrokers and secondhand dealers use to register their products. Once the ordinance is approved on second reading, city staff will start to process the licenses electronically.

B. Proposed Project

City staff has been working diligently on updating ordinances on permitting and licensing to enhance the licensing process using CityWorks. License holders will no longer have to turn in paperwork to City Hall for renewals.

C. Recommendation Detail

Secondhand and pawnbroker licenses renew every year for the calendar year. By reviewing this ordinance prior to the renewal process, City staff will have time to reach out to current license holders and educate on the new online system, which will allow for all renewals to be done electronically.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The annual licensing fee will be \$500, which would be deposited into the appropriate general fund revenue accounts.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

1. The City Council could not approve the changes in the ordinance.
2. The City Council could modify the changes made to the ordinance.



ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING CHAPTER 18, ARTICLE III, DIVISION 6 (PAWNBROKERS, SECONDHAND DEALERS, SCRAP DEALERS, AND DEALERS IN PRECIOUS METALS AND PRECIOUS GEMS) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO ALLOW THE CITY COUNCIL TO REGULATE PAWNBROKERS, SECONDHAND DEALERS, SCRAP DEALERS IN PRECIOUS METALS AND PRECIOUS GEMS, IN ORDER TO DETER ATTEMPTS TO DISPOSE OF STOLEN PROPERTY, TO AID IN THE APPREHENSION OF THEIVES OR RECEIVERS OF STOLEN PROPERTY, AND TO PROTECT THE GENERAL PUBLIC.

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 the provision 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 power to fix fees in the exercise of its governmental police powers; and

WHEREAS, the City Council desires to amend the existing Chapter 18, Article III, Division 6, Code of Ordinances, to create one license for each occupation, update license fees, modernize, and remove outdated language and bring the existing ordinance into alignment with current practices; and

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

§1 CHAPTER 18, ARTICLE III, DIVISION 6 (PAWNBROKERS, SECONDHAND DEALERS, SCRAP DEALERS, AND DEALERS IN PRECIOUS METALS AND PRECIOUS GEMS) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA, is hereby repealed and reenacted as follows:

DIVISION 6. PAWNBROKERS, SECONDHAND DEALERS, SCRAP DEALERS, AND DEALERS IN PRECIOUS METALS AND PRECIOUS GEMS

Sec. 18-115. Purpose.

The purpose of this division is to regulate pawnbrokers, secondhand dealers, scrap dealers, and dealers in precious metals and precious gems, in order to deter attempts to dispose of stolen property, to aid in the apprehension of thieves or receivers of stolen property, and to protect the general public.

Additionally, in achieving this purpose of helping the Minot Police Department to better regulate current and future pawn businesses and other dealers, and to improve identification

of criminal activities through the timely collection and sharing of transaction information, this chapter also implements and establishes the required use of the LEADSONLINE system.

(Ord. No. 4231, § 1)

Sec. 18-116. Definitions; excluded transactions.

(a) For the purposes of this division, the following definitions are controlling:

Acquisition for resale includes both the purchase of goods and the receipt of the goods on consignment.

Chief of police includes ~~his~~ their designee.

City Clerk includes their designee.

Dealer in precious metals or precious gems means any person who engages in the business of acquiring for resale any precious metals or precious gems which were previously sold at retail, or coins, other than gold coins and numismatic coins.

Disqualified person means a person who or which:

- (1) Has been convicted in North Dakota of a criminal offense defined in (or which makes reference to) Chapter 12.1-22, Chapter 12.1-23, or Chapter 12.1-24 of the North Dakota Century Code (which chapters pertain to robbery, breaking and entering, various forms of theft, forgery, and counterfeiting).
- (2) Has been convicted in a jurisdiction other than North Dakota of a criminal offense which is analogous to one of those referenced in subsection (1) of this definition.
- (3) Has been convicted of two (2) violations of this division within a period of thirty-six (36) consecutive months. The conviction of more than one (1) count of an offense in one (1) prosecution shall be deemed to be a conviction of two (2) violations of this division.

Licensee means all pawnbrokers, secondhand dealers, ~~or scrap dealers, or dealers in precious metals and precious gems~~ which are required to be licensed by this chapter.

Pawnbroker means any person, who loans money on deposit or pledge of tangible personal property or by the purchase of the property on the expressed or implied agreement or condition that the property will be sold back again at a stipulated price.

Regulated transaction means any and all purchases, loans, pawns, trades, or consignments made by a licensee.

Reportable transaction means every transaction conducted by a licensee in which merchandise is received through a pawn, purchase, consignment or trade, or for which a unique transaction number or identifier is generated by their point-of-sale software, or any other type of transaction recording method. Reportable transactions include, but are not limited to:

- (1) Any transactions conducted through, or on behalf of, a licensed pawnbroker;
- (2) Any transactions involving property with a trademark, identification number, serial number, model number, brand name or other identifying mark;
- (3) Any transaction in which a weapon was pawned or purchased for resale;

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- (4) Any transaction in which an electronic item was pawned or purchased for resale;
 - (5) Any transaction in which jewelry or precious metal was pawned or purchased for resale.

Secondhand dealer means any person who engages in the business of acquiring for resale consumer goods, which consumer goods previously were sold at retail in a prior transaction, and to which a transaction relating to the consumer goods would be a reportable transaction as defined by this chapter.

Scrap dealer means any person who maintains a store, shop, or place of business where purchases are made of used metals, scrap iron, scrap batteries, rags, bottles, bones, or scrap of any kind, nature or description for the purpose of resale either at retail or otherwise.

(b) The following transactions are excluded from the scope of this division:

- (1) The trade-in of a used article as partial payment for a new article of greater value.
- (2) The acquisition for resale of used consumer goods for the purpose of reselling them at a casual and occasional sale conducted in the garage or on some other portion of the personal residential premises of the person receiving the goods, which premises must be zoned residential. A typical "garage sale" is contemplated herein.
- (3) The acquisition for resale of a used motor vehicle, which motor vehicle would be eligible for a registration under the laws of the State of North Dakota if it were in good repair, whether it is in fact registered or not.
- (4) The acquisition for resale of any goods by a nonprofit corporation or nonprofit association recognized as such by the Internal Revenue Service or by a bona fide fraternal or bona fide religious organization or association.
- (5) The acquisition for resale of goods if the resale of such goods is not to be made to persons who will be the ultimate consumers of the goods; in other words, wholesalers are excluded from this division when doing business as wholesalers.
- (6) The acquisition for resale of goods purchased from a decedent's estate, purchased at a public auction conducted by a licensed auctioneer, or acquired in a transaction subject to court supervision and approval.
- (7) The acquisition for resale of goods in which the purchaser initially solicits the sale or consignment from the seller at a coin show or antique show wherein the seller is displaying goods in conjunction with other collectors of the same types of goods.
- (8) The acquisition for resale of an ingot of precious metal, including but not limited to, gold, silver, platinum, which ingot bears a stamp or other marking indicating or reflecting:
 - a. The government, governmental agency, private corporation, or banking institution issuing or producing the ingot;
 - b. An indication of the quantity of metal contained in the ingot; and
 - c. The seal of the issuing party.
- (9) The acquisition for resale of coins, precious metals or precious gems and currency by any banking institution or like entity regulated by the state or federal government or both.

(10) The acquisition for resale of goods from a bona fide manufacturer or wholesaler of such goods.

(Ord. No. 4231, § 1; Ord. No. 4794; Ord. No. 4819, §§ 1, 2)

Sec. 18-117. License required; disqualification.

- (a) The applicability of any of the exemptions set forth in subsection (b) shall be an affirmative defense concerning which the defendant in a prosecution under this division shall have the burden of producing evidence and the burden of persuasion.
- (b) No person shall engage in the business of a pawnbroker or secondhand dealer, scrap dealer, or dealer of precious metals or precious gems, in the city without first obtaining a license from the city clerk. ~~A separate license is required for each occupation. An application for license shall be made upon a form prepared and provided by to the city clerk.~~ To the extent applicable, the applicant under oath shall provide the following information:
- (1) The applicant's full name, ~~age~~ date of birth, residence, present and previous occupations, ~~Social Security Number~~, driver's license number and state of issuance thereof. If the applicant has multiple owners or multiple employees, the application shall contain also the above information for all owners and employees.
 - (2) The address of the place of business of the applicant and ~~his~~ their mailing address.
 - (3) The type(s) of business being conducted.
 - ~~(3 4)~~ Such other information as the city clerk or the chief of police reasonably shall find necessary to affect the general purpose of this division.
- (c) No disqualified person shall be eligible for a license, nor shall a person be eligible for a license that employs or proposes to employ a disqualified person to assist in the conduct of the licensed activity.

(Ord. No. 4231, § 1)

Sec. 18-118. Investigation by chief of police.

Upon receipt by the city clerk of an application for a license as provided for herein, the chief of police shall cause an investigation to be made of the applicant and ~~his~~ their employees, the results of which shall be certified to the city clerk.

(Ord. No. 4231, § 1)

Sec. 18-119. License fees; term.

- (a) The license fee for a license required by this division, shall be as follows:
- (1) ~~Two hundred and fifty~~ Five hundred dollars (\$~~2500.00~~) for any ~~new or first time~~ license or renewal.
 - (2) ~~One hundred and twenty-five dollars (\$125.00) annually for license renewal.~~ Fees shall not be prorated.
- (b) The term of any licenses issued under this division, shall be valid and effective until December 31 of the year for which the license applies.

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(Supp. No. 119, Update 2)

(Ord. No. 4231, § 1)

Sec. 18-120. License transferability, posting and procedure for suspension or revocation of license.

- (a) Any license issued under this division shall not be transferable.
- (b) Any licensee under this division shall cause a certificate of the license to be displayed at all times in a conspicuous place in the place of business described in the application. Should any licensee under this division operate more than one place of business under the same license, a certified copy of the certificate of license shall be displayed in each additional place of business.
- (c) The city manager may revoke or suspend any license issued hereunder for failure to comply with state or federal law or municipal ordinances or any regulation promulgated pursuant to the aforesaid, or because circumstances occur whereunder the licensee, viewed as an applicant and not a licensee, would be ineligible for a license under subsection 18-117(b). The licensee shall be given notice and opportunity to be heard at a hearing prior to the revocation or suspension of his license; the notice is to be given not less than five (5) days prior to such hearing. The notice of hearing shall set forth the grounds and reasons for the contemplated revocation or suspension of the license and shall further state the time and location of the hearing thereon. Upon completion of the hearing, the city manager may either dismiss the suspension or revocation request, order the suspension of the license for a period not to exceed ninety (90) days, or revoke the license.

(Ord. No. 4231, § 1)

Sec. 18-121. Bond.

The licensee shall furnish a good and sufficient bond, with a surety to be approved by the city ~~auditor~~ clerk, in the sum of five thousand dollars (\$5,000.00), conditioned on the faithful observance of this division and conditioned on the safekeeping or return of all articles held in pledge. This bond shall be in addition to any bonds required by the State of North Dakota or Ward County.

(Ord. No. 4231, § 1)

Sec. 18-122. Records and accurate reporting required.

- (a) At the time of any reportable transaction other than renewals, extensions, or redemptions, every licensee must immediately record in English the following information by using ink or other indelible medium on forms or in a computerized record approved by the chief of police. Such record shall specifically include:
 - (1) A complete and accurate description of each item including, but not limited to, any trademark, identification number, serial number, model number, brand name or other identifying mark on such an item.
 - (2) A digital photograph of any item which is pawned or purchased as well as a digital photograph of the person pawning the item to be attached to the LEADSONLINE transaction record.

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- (3) The purchase price, amount of money loaned upon, or pledged.
 - (4) The maturity date of the transaction and the amount due, including monthly and annual interest rates and all pawn fees and charges.
 - (5) Date, time, and place the item of property was received by the licensee, and the unique alpha and/or numeric transaction identifier that distinguishes it from all other transactions in the licensee's records.
 - (6) Full name, current residence address and phone number, date of birth and accurate description of the person from whom the item of the property was received including sex, height, weight, race, color of eyes, and color of hair.
 - (7) The identification number and state of issue of a current government photo driver's license or state photo identification card.
 - (8) The signature of the person identified in the transaction.
 - (9) Renewals, extensions, and redemptions. For renewals, extensions and redemption, the licensee shall provide the original transaction identifier, the date of the current transaction, and the type of transaction.
 - (10) Inspection of records. Transaction records must at all reasonable times be open to inspection by the Minot Police Department during the licensee's business hours. Data entries shall be retained for at least three (3) years from the date of the transaction.
- (b) Daily reports to the Minot Police Department. Licensees must submit every reportable transaction to the Minot Police Department daily in the following manner:
- (1) Licensees must provide to the Minot Police Department all information required in section 18-22 [18-122], sections 1—7 [(a)(1)—(7)], and other required information, by transferring it from their computer to the LEADSONLINE system. All required records must be transmitted completely and accurately each day in accordance with the standards and procedures established by the issuing authority. If a licensee is unable to successfully transfer the required information to LEADSONLINE, the licensee must provide the Minot Police Department printed copies of all reportable transactions, by 12:00 [p.m.] the next business day. The licensee must make all reasonable efforts to correct the problem as soon as possible.
 - (2) Regardless of the cause or origin of the technical problems that prevented the licensee from uploading their reportable transactions, upon correction of the problem, the licensee shall upload every reportable transaction from every business day since the problem existed.
 - (3) No person shall knowingly make or enter any false or unintelligible entry or record, or make any entry or record which he/she has reason to believe is untrue, in the entries or records required to be kept by this division.

(Ord. No. 4231, § 1)

Sec. 18-123. Pawn tickets; pawned property to be held for specified periods.

- (a) At the time of receiving a pledge and upon the subsequent renewal of a loan, a pawnbroker shall deliver to the pledge or his agent a pawn ticket, which pawn ticket shall be serially numbered, and which shall contain the following information:
- (1) The name and address of the pawnbroker;

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- (2) A generic description of the pledge, with such particular details of description noted whenever possible in order to distinguish the item from others;
 - (3) The date and time of transaction; and
 - (4) The amount, duration, and terms of the loan.
- (b) The pawnbroker may insert on the pawn ticket other terms, conditions, or items of information that are not inconsistent with the provisions of this division.
 - (c) The pawnbroker may not allow an item to be redeemed until the passage of three (3) working days, excluding Saturdays, Sundays, and holidays, following the day when the reporting required by subsection 18-122(b) is accomplished, except on a written release from the chief of police. For example, barring such release, an item pledged on a Thursday and reported to the city police department on the following Friday may not be redeemed until the next Thursday.
 - (d) Every item of any kind or description which is taken by a pawnbroker as a pledge and not redeemed shall be held by the pawnbroker for a minimum period of thirty (30) days before the pledge is foreclosed or enforced and the item offered for sale.
- (Ord. No. 4231, § 1)

Sec. 18-124. Holding period; exceptions.

Any licensee who shall acquire any goods, other than as a pledge, shall keep the goods in his possession until the passage of three (3) working days, excluding Saturdays, Sundays, and holidays, following the day when the reporting required by subsection 18-122(b) is accomplished, except on written release from the chief of police. Although the licensee is required to keep possession of the property for a specified period of time hereunder, he is free to sell the goods and to transfer whatever title he might have in the goods to the purchaser, provided that he does not surrender up possession of the goods during the required holding period. Goods, as used herein, refer to one (1) item or a group or set of related items collectively, as in a set of silverware.

(Ord. No. 4231, § 1)

Sec. 18-125. Unlawful transactions.

- (a) No licensee shall acquire property either as a pledge or for resale from a person under eighteen (18) years of age.
- (b) No licensee shall conceal, secrete, or destroy any article acquired by him as a pledge or for resale with the intent of preventing identification thereof by law enforcement authorities.
- (c) No licensee shall refuse, resist, or attempt to prevent any city police officer from examining the licensed premises and its contents during business hours for the purpose of discovering stolen property.

(Ord. No. 4231, § 1; Ord. No. 4794)

Sec. 18-126. Authority of the Minot City Police Department.

Notwithstanding the provisions of section 18-124, the chief of police may order an:

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- (a) *Investigative hold.* Whenever a law enforcement official from any agency notifies a licensee not to sell an item, the item must not be sold or removed from the premises. The investigative hold shall be confirmed in writing by the originating agency within seventy-two (72) hours and will remain in effect for fifteen (15) days from the date of initial notification, or until the investigative order is canceled, or until an order to hold/confiscate is issued, whichever comes first.
 - (b) *Order to hold.* Whenever the chief of police, or the chief's designee, notifies a licensee not to sell an item, the item must not be sold or removed from the licensed premises until authorized to be released by the chief or the chief's designee. The order to hold shall expire ninety (90) days from the date it is placed unless the chief of police or the chief's designee determines the hold is still necessary and notifies the licensee in writing.
 - (c) *Order to confiscate.* If an item is identified as stolen or evidence in a criminal case, the chief or chief's designee may:
 - (1) Physically confiscate and remove it from the shop, pursuant to a written order from the chief or the chief's designee, or
 - (2) Place the item on hold or extend the hold as provided in subsection (b), and leave it in the shop.

When an item is confiscated, the person doing so shall provide identification upon request of the licensee, and shall provide the licensee the name and phone number of the confiscating agency and investigator, and the case number related to the confiscation. When an order to hold/confiscate is no longer necessary, the chief of police, or chief's designee, shall so notify the licensee.

(Ord. No. 4231, § 1)

Sec. 18-127. Penalty.

Any person, firm or corporation violating the terms of this chapter, except as provided in subsection 18-116(b), shall upon conviction thereof, be guilty of a Class B misdemeanor, and punished by a fine not to exceed five hundred dollars (\$500.00) and imprisonment not to exceed thirty (30) days, or by both such fine and imprisonment. (Ref. section 1-8)

(Ord. No. 4231, § 1)

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

Passed and adopted this ____ day of _____, 2024.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING CHAPTER 18, ARTICLE III, DIVISION 6 (PAWNBROKERS, SECONDHAND DEALERS, SCRAP DEALERS, AND DEALERS IN PRECIOUS METALS AND PRECIOUS GEMS) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO ALLOW THE CITY COUNCIL TO REGULATE PAWNBROKERS, SECONDHAND DEALERS, SCRAP DEALERS IN PRECIOUS METALS AND PRECIOUS GEMS, IN ORDER TO DETER ATTEMPTS TO DISPOSE OF STOLEN PROPERTY, TO AID IN THE APPREHENSION OF THEIVES OR RECEIVERS OF STOLEN PROPERTY, AND TO PROTECT THE GENERAL PUBLIC.

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 the provision 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 power to fix fees in the exercise of its governmental police powers; and

WHEREAS, the City Council desires to amend the existing Chapter 18, Article III, Division 6, Code of Ordinances, to create one license for each occupation, update license fees, modernize, and remove outdated language and bring the existing ordinance into alignment with current practices; and

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

§1 CHAPTER 18, ARTICLE III, DIVISION 6 (PAWNBROKERS, SECONDHAND DEALERS, SCRAP DEALERS, AND DEALERS IN PRECIOUS METALS AND PRECIOUS GEMS) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA, is hereby repealed and reenacted as follows:

DIVISION 6. PAWNBROKERS, SECONDHAND DEALERS, SCRAP DEALERS, AND DEALERS IN PRECIOUS METALS AND PRECIOUS GEMS

Sec. 18-115. Purpose.

The purpose of this division is to regulate pawnbrokers, secondhand dealers, scrap dealers, and dealers in precious metals and precious gems, in order to deter attempts to dispose of stolen property, to aid in the apprehension of thieves or receivers of stolen property, and to protect the general public.

Additionally, in achieving this purpose of helping the Minot Police Department to better regulate current and future pawn businesses and other dealers, and to improve identification

of criminal activities through the timely collection and sharing of transaction information, this chapter also implements and establishes the required use of the LEADSONLINE system.

(Ord. No. 4231, § 1)

Sec. 18-116. Definitions; excluded transactions.

(a) For the purposes of this division, the following definitions are controlling:

Acquisition for resale includes both the purchase of goods and the receipt of the goods on consignment.

Chief of police includes their designee.

City Clerk includes their designee.

Dealer in precious metals or precious gems means any person who engages in the business of acquiring for resale any precious metals or precious gems which were previously sold at retail, or coins, other than gold coins and numismatic coins.

Disqualified person means a person who or which:

- (1) Has been convicted in North Dakota of a criminal offense defined in (or which makes reference to) Chapter 12.1-22, Chapter 12.1-23, or Chapter 12.1-24 of the North Dakota Century Code (which chapters pertain to robbery, breaking and entering, various forms of theft, forgery, and counterfeiting).
- (2) Has been convicted in a jurisdiction other than North Dakota of a criminal offense which is analogous to one of those referenced in subsection (1) of this definition.
- (3) Has been convicted of two (2) violations of this division within a period of thirty-six (36) consecutive months. The conviction of more than one (1) count of an offense in one (1) prosecution shall be deemed to be a conviction of two (2) violations of this division.

Licensee means all pawnbrokers, secondhand dealers, scrap dealers, or dealers in precious metals and precious gems_which are required to be licensed by this chapter.

Pawnbroker means any person, who loans money on deposit or pledge of tangible personal property or by the purchase of the property on the expressed or implied agreement or condition that the property will be sold back again at a stipulated price.

Regulated transaction means any and all purchases, loans, pawns, trades, or consignments made by a licensee.

Reportable transaction means every transaction conducted by a licensee in which merchandise is received through a pawn, purchase, consignment or trade, or for which a unique transaction number or identifier is generated by their point-of-sale software, or any other type of transaction recording method. Reportable transactions include, but are not limited to:

- (1) Any transactions conducted through, or on behalf of, a licensed pawnbroker;
- (2) Any transactions involving property with a trademark, identification number, serial number, model number, brand name or other identifying mark;
- (3) Any transaction in which a weapon was pawned or purchased for resale;

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- (4) Any transaction in which an electronic item was pawned or purchased for resale;
 - (5) Any transaction in which jewelry or precious metal was pawned or purchased for resale.

Secondhand dealer means any person who engages in the business of acquiring for resale consumer goods, which consumer goods previously were sold at retail in a prior transaction, and to which a transaction relating to the consumer goods would be a reportable transaction as defined by this chapter.

Scrap dealer means any person who maintains a store, shop, or place of business where purchases are made of used metals, scrap iron, scrap batteries, rags, bottles, bones, or scrap of any kind, nature or description for the purpose of resale either at retail or otherwise.

(b) The following transactions are excluded from the scope of this division:

- (1) The trade-in of a used article as partial payment for a new article of greater value.
- (2) The acquisition for resale of used consumer goods for the purpose of reselling them at a casual and occasional sale conducted in the garage or on some other portion of the personal residential premises of the person receiving the goods, which premises must be zoned residential. A typical "garage sale" is contemplated herein.
- (3) The acquisition for resale of a used motor vehicle, which motor vehicle would be eligible for a registration under the laws of the State of North Dakota if it were in good repair, whether it is in fact registered or not.
- (4) The acquisition for resale of any goods by a nonprofit corporation or nonprofit association recognized as such by the Internal Revenue Service or by a bona fide fraternal or bona fide religious organization or association.
- (5) The acquisition for resale of goods if the resale of such goods is not to be made to persons who will be the ultimate consumers of the goods; in other words, wholesalers are excluded from this division when doing business as wholesalers.
- (6) The acquisition for resale of goods purchased from a decedent's estate, purchased at a public auction conducted by a licensed auctioneer, or acquired in a transaction subject to court supervision and approval.
- (7) The acquisition for resale of goods in which the purchaser initially solicits the sale or consignment from the seller at a coin show or antique show wherein the seller is displaying goods in conjunction with other collectors of the same types of goods.
- (8) The acquisition for resale of an ingot of precious metal, including but not limited to, gold, silver, platinum, which ingot bears a stamp or other marking indicating or reflecting:
 - a. The government, governmental agency, private corporation, or banking institution issuing or producing the ingot;
 - b. An indication of the quantity of metal contained in the ingot; and
 - c. The seal of the issuing party.
- (9) The acquisition for resale of coins, precious metals or precious gems and currency by any banking institution or like entity regulated by the state or federal government or both.

(10) The acquisition for resale of goods from a bona fide manufacturer or wholesaler of such goods.

(Ord. No. 4231, § 1; Ord. No. 4794; Ord. No. 4819, §§ 1, 2)

Sec. 18-117. License required; disqualification.

- (a) The applicability of any of the exemptions set forth in subsection (b) shall be an affirmative defense concerning which the defendant in a prosecution under this division shall have the burden of producing evidence and the burden of persuasion.
- (b) No person shall engage in the business of a pawnbroker or secondhand dealer, scrap dealer, or dealer of precious metals or precious gems, in the city without first obtaining a license from the city clerk. An application for license shall be made to the city clerk. To the extent applicable, the applicant under oath shall provide the following information:
 - (1) The applicant's full name, date of birth, residence, present and previous occupations, driver's license number and state of issuance thereof. If the applicant has multiple owners or multiple employees, the application shall contain also the above information for all owners and employees.
 - (2) The address of the place of business of the applicant and their mailing address.
 - (3) The type(s) of business being conducted.
 - (4) Such other information as the city clerk or the chief of police reasonably shall find necessary to affect the general purpose of this division.
- (c) No disqualified person shall be eligible for a license, nor shall a person be eligible for a license that employs or proposes to employ a disqualified person to assist in the conduct of the licensed activity.

(Ord. No. 4231, § 1)

Sec. 18-118. Investigation by chief of police.

Upon receipt by the city clerk of an application for a license as provided for herein, the chief of police shall cause an investigation to be made of the applicant and their employees, the results of which shall be certified to the city clerk.

(Ord. No. 4231, § 1)

Sec. 18-119. License fees; term.

- (a) The license fee for a license required by this division, shall be as follows:
 - (1) Five hundred dollars (\$500.00) for any first-time license or renewal.
 - (2) Fees shall not be prorated.
- (b) The term of any licenses issued under this division, shall be valid and effective until December 31 of the year for which the license applies.

(Ord. No. 4231, § 1)

Sec. 18-120. License transferability, posting and procedure for suspension or revocation of license.

- (a) Any license issued under this division shall not be transferable.
- (b) Any licensee under this division shall cause a certificate of the license to be displayed at all times in a conspicuous place in the place of business described in the application. Should any licensee under this division operate more than one place of business under the same license, a certified copy of the certificate of license shall be displayed in each additional place of business.
- (c) The city manager may revoke or suspend any license issued hereunder for failure to comply with state or federal law or municipal ordinances or any regulation promulgated pursuant to the aforesaid, or because circumstances occur whereunder the licensee, viewed as an applicant and not a licensee, would be ineligible for a license under subsection 18-117(b). The licensee shall be given notice and opportunity to be heard at a hearing prior to the revocation or suspension of his license; the notice is to be given not less than five (5) days prior to such hearing. The notice of hearing shall set forth the grounds and reasons for the contemplated revocation or suspension of the license and shall further state the time and location of the hearing thereon. Upon completion of the hearing, the city manager may either dismiss the suspension or revocation request, order the suspension of the license for a period not to exceed ninety (90) days, or revoke the license.

(Ord. No. 4231, § 1)

Sec. 18-121. Bond.

The licensee shall furnish a good and sufficient bond, with a surety to be approved by the city clerk, in the sum of five thousand dollars (\$5,000.00), conditioned on the faithful observance of this division and conditioned on the safekeeping or return of all articles held in pledge. This bond shall be in addition to any bonds required by the State of North Dakota or Ward County.

(Ord. No. 4231, § 1)

Sec. 18-122. Records and accurate reporting required.

- (a) At the time of any reportable transaction other than renewals, extensions, or redemptions, every licensee must immediately record in English the following information by using ink or other indelible medium on forms or in a computerized record approved by the chief of police. Such record shall specifically include:
 - (1) A complete and accurate description of each item including, but not limited to, any trademark, identification number, serial number, model number, brand name or other identifying mark on such an item.
 - (2) A digital photograph of any item which is pawned or purchased as well as a digital photograph of the person pawning the item to be attached to the LEADSONLINE transaction record.
 - (3) The purchase price, amount of money loaned upon, or pledged.

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- (4) The maturity date of the transaction and the amount due, including monthly and annual interest rates and all pawn fees and charges.
 - (5) Date, time, and place the item of property was received by the licensee, and the unique alpha and/or numeric transaction identifier that distinguishes it from all other transactions in the licensee's records.
 - (6) Full name, current residence address and phone number, date of birth and accurate description of the person from whom the item of the property was received including sex, height, weight, race, color of eyes, and color of hair.
 - (7) The identification number and state of issue of a current government photo driver's license or state photo identification card.
 - (8) The signature of the person identified in the transaction.
 - (9) Renewals, extensions, and redemptions. For renewals, extensions and redemption, the licensee shall provide the original transaction identifier, the date of the current transaction, and the type of transaction.
 - (10) Inspection of records. Transaction records must at all reasonable times be open to inspection by the Minot Police Department during the licensee's business hours. Data entries shall be retained for at least three (3) years from the date of the transaction.
- (b) Daily reports to the Minot Police Department. Licensees must submit every reportable transaction to the Minot Police Department daily in the following manner:
- (1) Licensees must provide to the Minot Police Department all information required in section 18-22 [18-122], sections 1—7 [(a)(1)—(7)], and other required information, by transferring it from their computer to the LEADSONLINE system. All required records must be transmitted completely and accurately each day in accordance with the standards and procedures established by the issuing authority. If a licensee is unable to successfully transfer the required information to LEADSONLINE, the licensee must provide the Minot Police Department printed copies of all reportable transactions, by 12:00 [p.m.] the next business day. The licensee must make all reasonable efforts to correct the problem as soon as possible.
 - (2) Regardless of the cause or origin of the technical problems that prevented the licensee from uploading their reportable transactions, upon correction of the problem, the licensee shall upload every reportable transaction from every business day since the problem existed.
 - (3) No person shall knowingly make or enter any false or unintelligible entry or record, or make any entry or record which he/she has reason to believe is untrue, in the entries or records required to be kept by this division.

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- (2) A generic description of the pledge, with such particular details of description noted whenever possible in order to distinguish the item from others;
 - (3) The date and time of transaction; and
 - (4) The amount, duration, and terms of the loan.
- (b) The pawnbroker may insert on the pawn ticket other terms, conditions, or items of information that are not inconsistent with the provisions of this division.
 - (c) The pawnbroker may not allow an item to be redeemed until the passage of three (3) working days, excluding Saturdays, Sundays, and holidays, following the day when the reporting required by subsection 18-122(b) is accomplished, except on a written release from the chief of police. For example, barring such release, an item pledged on a Thursday and reported to the city police department on the following Friday may not be redeemed until the next Thursday.
 - (d) Every item of any kind or description which is taken by a pawnbroker as a pledge and not redeemed shall be held by the pawnbroker for a minimum period of thirty (30) days before the pledge is foreclosed or enforced and the item offered for sale.
- (Ord. No. 4231, § 1)

Sec. 18-124. Holding period; exceptions.

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(Ord. No. 4231, § 1)

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- (b) No licensee shall conceal, secrete, or destroy any article acquired by him as a pledge or for resale with the intent of preventing identification thereof by law enforcement authorities.
- (c) No licensee shall refuse, resist, or attempt to prevent any city police officer from examining the licensed premises and its contents during business hours for the purpose of discovering stolen property.

(Ord. No. 4231, § 1; Ord. No. 4794)

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Notwithstanding the provisions of section 18-124, the chief of police may order an:

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- (b) *Order to hold.* Whenever the chief of police, or the chief's designee, notifies a licensee not to sell an item, the item must not be sold or removed from the licensed premises until authorized to be released by the chief or the chief's designee. The order to hold shall expire ninety (90) days from the date it is placed unless the chief of police or the chief's designee determines the hold is still necessary and notifies the licensee in writing.
- (c) *Order to confiscate.* If an item is identified as stolen or evidence in a criminal case, the chief or chief's designee may:
- (1) Physically confiscate and remove it from the shop, pursuant to a written order from the chief or the chief's designee, or
 - (2) Place the item on hold or extend the hold as provided in subsection (b), and leave it in the shop.

When an item is confiscated, the person doing so shall provide identification upon request of the licensee, and shall provide the licensee the name and phone number of the confiscating agency and investigator, and the case number related to the confiscation. When an order to hold/confiscate is no longer necessary, the chief of police, or chief's designee, shall so notify the licensee.

(Ord. No. 4231, § 1)

Sec. 18-127. Penalty.

Any person, firm or corporation violating the terms of this chapter, except as provided in subsection 18-116(b), shall upon conviction thereof, be guilty of a Class B misdemeanor, and punished by a fine not to exceed five hundred dollars (\$500.00) and imprisonment not to exceed thirty (30) days, or by both such fine and imprisonment. (Ref. section 1-8)

(Ord. No. 4231, § 1)

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

Passed and adopted this ____ day of _____, 2024.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: August 5, 2024

SUBJECT: DOWNTOWN ORNAMENTAL LIGHTING ORDINANCE

I. RECOMMENDED ACTION

At the July 15, 2024 City Council meeting, Alderman Pitner requested that this item be placed on this agenda for further discussion.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community Development Director, 701-857-4022
Harold Stewart, City Manager, 701-857-4721
Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

In March 2024, the City received a complaint about ornamental lighting that was hung from the upper floors of several buildings fronting Main Street. After hearing from the complaining party and the DBPA, who authorized the placement of these lights, the Community & Economic Development Director rendered a decision on how ornamental lighting should be used on these buildings.

B. Proposed Project

Section 3.1-10 of the Minot Land Development Ordinance gives the Community & Economic Development Director the authority to regulate ornamental lighting in excess of 16' feet in height in downtown Minot and in other specific areas. The Director issued a letter to the lighting contractor and DBPA on March 26, 2024, permitting the usage of ornamental lighting if it meets the following three conditions: 1) It must meet all IDSA guidelines. 2) Only one strand of light is permitted above 16-feet in height per building - said lighting cannot contain more than 50 lumens per linear foot. 3) the lighting may be turned on a dusk and shut off at 11:00 pm every evening.

C. Recommendation Detail

See letter dated March 26, 2024.

IV. IMPACT

A. Aspirations

Excellent & Connected - Lighting ordinances protect the public from lighting nuisances.

B. Service Impact

N/A

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

1. City Council can take no action.
2. City Council can authorize staff to eliminate the ornamental lighting standard in Section 3.1-10 of the Land Development Ordinance.
3. City Council can authorize staff to amend the ornamental lighting standard in Section 3.1-10 of the Land Development Ordinance to their liking.



March 26, 2024

Derek Hackett
Pretty Lights
Minot, ND 58701

Dear Mr. Hackett,

Thank you for reaching out to my office regarding the ornamental lighting that was erected on multiple buildings on Main Street in downtown Minot. Please be advised that ornamental lighting is regulated in Section 3.1-10 of the Minot Land Development Ordinance. Lighting under 16 feet in height is permitted by right. Lighting over 16 feet in height may be approved for specific design purposes by the Community and Economic Development Director.

The International Dark-Sky Association (IDSA) has issued guidelines regarding the usage of outdoor lighting. Listed below is the IDSA's recommendations (*my analysis of the downtown ornamental lighting is in italics*):

1. Restrict the amount of upward-directed lighting. *The lighting that was installed is directed outward.*
2. Avoid Glare. *I viewed the lighting on Friday, March 1, 2024 at 8:00 pm. I did not observe any glaring lights.*
3. Avoid over-lighting. *There is only a single strand of lighting on each building.*
4. Utilize dimming on an appropriate lighting controls. *The lighting contains just 10.13 lumens, which complies with Dark Sky Lighting standards.*
5. Minimize short-wavelength light in the nighttime environment. *The lighting that was installed contains under 40 lumens per foot. Dark Sky Lighting standards limit this figure to 50 lumens per linear foot.*

The ornamental lighting, 16-feet in height or higher, placed on buildings located at 101, 107, 109, 111, 113, 117, 119, 121 Main Street is hereby approved with the following conditions:

1. The lighting must meet all IDSA guidelines.
2. Only one strand of lighting may be placed 16-feet or higher per building. Lighting cannot exceed 50 lumens per linear foot.
3. The lighting may be turned on at dusk and must be shut off at 11:00 pm. every evening.

4. A violation of any of these conditions may lead to a revocation of the Director's approval.

From this point forward, please seek my written approval pursuant to Section 3.1-10 of the Minot Land Development Ordinance prior to the installation of more ornamental lighting 16 feet or higher in downtown Minot. Thank you for your cooperation.

Sincerely,



Brian Billingsley, AICP
Community & Economic Development Director

CC: Downtown Business & Professional Association
Mr. Robert Thomas

D. Exemptions

The following installations are exempt from the provisions of this section.

1. Nonconforming fixtures, provided that any change in use, replacement, structural alteration, or restoration shall be made in conformance to this section.
2. Fossil fuel lighting, such as fixtures using natural gas combustion as a light source.
3. Ornamental or thematic lighting in the Minot downtown area, planned unit developments, partnering project as with Minot Park District, and other special projects, provided that such lights do not exceed sixteen feet (16') in height. Ornamental lights in excess of sixteen feet (16') high may be approved for specific design purposes by the Community Development Director.
4. Construction or emergency lighting, provided that such lighting is removed on completion of the construction project or emergency.
5. Temporary event lighting such as searchlights, subject to issuance of a temporary use permit or interim use permit by the Building Official for a specific duration of time.

Bob Thomas [REDACTED]

Wed,
Mar 27,
3:13 PM

to ndseb8, Rod, Adam, Sherry, margie, Denise, Casey, Tyler, me, kcraig, berg.ben, paul.pitner, tom.ross, mark.jar

Dear Mr. Huber,

My wife and I bought the old 114 South Main building (previously the Bon Ton, and Walters) to use as main floor office space in 2008. After the flood we renovated the upper two floors into a single-family residential apartment, where we have lived ever since. Last fall the downtown association, in collaboration with a company called Pretty Lights, permanently installed a block-long programmable LED lighting system on the top of all the buildings on the east side of 100 block of South Main, directly across from our apartment. The lights are unshielded, very bright, and programmable to change colors and flash (see clip below). They've been dimmed lately and the colors toned down some, but they're still on every night since October.

The lights are not professionally engineered or installed to avoid unreasonable interference with neighboring property. There were no sign/building/electric permits approved for the lights, and they were not installed by licensed electricians. The light panels are permanently attached to each building and connected by loose unprotected electric cords. There is no individual switch for each building, only a single controller for the entire block. I can't believe this is safe, or insurable. The downtown association is campaigning to raise \$200,000 in donations to install this lighting on every building downtown. I have asked them to provide an engineering report or something to show compliance with minimum legal and building standards, but they have not. The downtown association has encouraged me to sue if I don't like the lights, which I'm considering. I have consulted some building and lighting engineers to get an expert opinion, and they recommend I first bring the rooftop lights to your attention before going any further.

Any help you can provide to put a stop to this half-baked project would be much appreciated.

Bob Thomas

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

One attachment • Scanned by Gmail



Schmidt, James M. <jamesschmidt@nd.gov>

Wed,
Apr 3,
1:17 PM

to Douglas, City, Harold, [REDACTED], Kevin, Brian, [REDACTED]
[REDACTED], Sherry, margie, Denise, Casey, Tyler, me, [REDACTED]
[REDACTED], Paul, tom.ross@minotnd.org, mark.jantzer@minotnd.org, lisa.olson@minotnd.org, stephan.podrygula@minotnd.org, carrie.evans@minotnd.org, scott.burlingame@minotnd.org

Mr. Thomas,

Thanks for the inquiry. Our electrical inspector, Kevin Huber, looked at the LED lighting equipment yesterday and it is plug & play. Unless the Minot building officials have issues with the install, the install is fine with our office as for the electrical part.

Our office does address licensure, if a license was required, then electrical codes would also apply which wouldn't fit this installation because its plug and play equipment and a license was not required. There was a hard wire electrical connection required on this installation which was done by a licensed electrician and was installed to code.

If you have any further questions let us know.

Thank you,

James Schmidt , *Executive Director*

P.O. Box 7335, Bismarck, ND 58507-7335

(701) 328-9522

From: Bob Thomas [REDACTED]
Sent: Wednesday, March 27, 2024 3:13 PM
To: Huber, Kevin L. <ndseb8@nd.gov>
Cc: Rod Wilson [REDACTED]; Adam Dyess [REDACTED]; Sherry McGlaughlin [REDACTED]; margie bolton [REDACTED]; Denise Lindbo [REDACTED]; Casey Klein [REDACTED]; Tyler Parks [REDACTED]; Chad Wright [REDACTED]; paul.pitner@minotnd.org; tom.ross@minotnd.org; mark.jantzer@minotnd.org; lisa.olson@minotnd.org; stefan.podrygula@minotnd.org; carrie.evans@minotnd.org; scott.burlingame@minotnd.org; bruce.billingsley@minotnd.gov
Subject: Main Street rooftop lights / electric inspector

You don't often get email from [REDACTED] [Learn why this is important](#)

***** **CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *****

B

Brian Billingsley <brian.billingsley@minotnd.gov>

Wed,
Apr 3,
1:31 PM

to Paul, Tom, Mark, Lisa, Stephan, Carrie, Scott, Stefanie, Nick, James, [REDACTED]
[REDACTED], Kevin, Douglas, City, Harold, [REDACTED], Sherry,
margie, Denise, Casey, Tyler, me, [REDACTED]

James,

Thank you for the quick response. We are working on a response to Mr. Thomas regarding the matter. We will CC you on our response. Thanks, again.

Brian

Brian K. Billingsley, AICP

City of Minot, Community & Economic Development Director

Office Phone # (701) 857-4147

From: Schmidt, James M. <jamesschmidt@nd.gov>

Sent: Wednesday, April 3, 2024 1:17 PM

To: [REDACTED]

Cc: Huber, Kevin L. <ndseb8@nd.gov>; Grinde, Douglas J. <diroinspect@nd.gov>; City of Minot
- Mayor Tom Ross <Mayor@minotnd.gov>; Brian Billingsley <brian.billingsley@minotnd.gov>;
Harold Stewart
<harold.stewart@minotnd.gov>; [REDACTED]; Sherry
McGlaughlin [REDACTED]; margie bolton [REDACTED]

Denise Lindbo [REDACTED]; Casey Klein [REDACTED]; Tyler Parks [REDACTED]; Chad Wright [REDACTED]; [REDACTED]; [REDACTED]; Paul Pitner <paul.pitner@minotnd.gov>; Tom Ross <tom.ross@minotnd.gov>; Mark Jantzer <mark.jantzer@minotnd.gov>; Lisa Olson <lisa.olson@minotnd.gov>; Stephan Podrygula <stephan.podrygula@minotnd.gov>; Carrie Evans <carrie.evans@minotnd.gov>; Scott Burlingame <scott.burlingame@minotnd.gov>; Brian Billingsley <brian.billingsley@minotnd.gov>

Subject: RE: Main Street rooftop lights / electric inspector

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Schmidt, James M. <jamesschmidt@nd.gov>

Wed,
Apr 3,
1:34 PM

to Brian, [REDACTED], Kevin, Douglas, City, Harold, [REDACTED], [REDACTED], Sherry, margie, Denise, Casey, Tyler, me, [REDACTED], [REDACTED], Paul, Tom, Mark, Lisa, Stephan, Carrie, Scott, Stefanie, Nick

Ok, let me know if there's anything else we need to do

Thank you,

James Schmidt , *Executive Director*

P.O. Box 7335, Bismarck, ND 58507-7335

(701) 328-9522

From: Brian Billingsley <brian.billingsley@minotnd.gov>

Sent: Wednesday, April 3, 2024 1:31:21 PM

To: Schmidt, James M.

<jamesschmidt@nd.gov> [REDACTED]

Cc: Huber, Kevin L. <ndseb8@nd.gov>; Grinde, Douglas J. <diroinspect@nd.gov>; City of Minot
- Mayor Tom Ross <Mayor@minotnd.gov>; Harold Stewart

<harold.stewart@minotnd.gov> [REDACTED]

[REDACTED]; Sherry McGlaughlin

[REDACTED]; margie bolton [REDACTED]; Denise Lindbo

[REDACTED]; Casey Klein [REDACTED]; Tyler Parks

[REDACTED]; Chad Wright

[REDACTED]; Paul Pitner <paul.pitner@minotnd.gov>; Tom Ross

<tom.ross@minotnd.gov>; Mark Jantzer <mark.jantzer@minotnd.gov>; Lisa Olson

<lisa.olson@minotnd.gov>; Stephan Podrygula <stephan.podrygula@minotnd.gov>; Carrie

Evans <carrie.evans@minotnd.gov>; Scott Burlingame <scott.burlingame@minotnd.gov>;

Stefanie Stalheim <stefanie.stalheim@minotnd.gov>; Nick Schmitz

<nick.schmitz@minotnd.gov>

Subject: RE: Main Street rooftop lights / electric inspector

***** **CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *****

...

[Message clipped] [View entire message](#)



Chad Wright



Wed, May
15,
11:21 AM

to Denise

One attachment • Scanned by Gmail



ReplyForward

Add reaction

Nightmare

Inbox

Search for all messages with label Inbox

Remove label Inbox from this conversation

Bob

Bob Thomas

Jun 13,
2024,
1:09 AM

to Nick, me

Dear Nick,

Is DBPA deliberately disregarding the city's lighting rules, or do they just not know how to turn them off? Either way the City should pull the plug. These lights are tormenting us. Please do something!

<https://photos.app.goo.gl/Yap9smojuUuCvGtf8>

Bob Thomas



Brian Billingsley <brian.billingsley@minotnd.gov>

Jun 13,
2024,
8:41 AM

to Derek, me

Derek and Chad,

We received this email this morning. Did you fix the issue yesterday or this morning?

Brian

Brian K. Billingsley, AICP

City of Minot, Community & Economic Development Director

Office Phone # (701) 857-4147

From: Nick Schmitz <nick.schmitz@minotnd.gov>

Sent: Thursday, June 13, 2024 8:36 AM

To: Brian Billingsley <brian.billingsley@minotnd.gov>; Stefanie Stalheim <stefanie.stalheim@minotnd.gov>; City of Minot - Attorney <attorney@minotnd.gov>; Tom Joyce <tom.joyce@minotnd.gov>; Harold Stewart <harold.stewart@minotnd.gov>

Subject: FW: Nightmare

Please see further correspondence from Mr. Thomas below.

Nick Schmitz

City of Minot, Assistant City Attorney

Office Phone: 701-857-4755



Serving our neighbors, building our community with PRIDE.

Professionalism | Responsibility | Integrity | Dedication | Excellence



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From: Bob Thomas <[REDACTED]>
Sent: Thursday, June 13, 2024 1:09 AM
To: Nick Schmitz <nick.schmitz@minotnd.gov>
Cc: Chad Wright [REDACTED]
Subject: Nightmare

Caution: This message has originated from an **External Source**.

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Derek Hackett [REDACTED]

Jun 13,
2024,
8:45 AM

to juan, Brian, me

We'll look further into this. It seems non coincidental that we changed equipment and the issues started. Apologies to both of you.

Get [Outlook for iOS](#)

From: Brian Billingsley <brian.billingsley@minotnd.gov>

Sent: Thursday, June 13, 2024 8:41:05 AM

To: Derek Hackett [REDACTED]; Chad Wright
[REDACTED]

Subject: FW: Nightmare

...

[Message clipped] [View entire message](#)



Chad Wright [REDACTED]

Jun 13,
2024,
9:04 AM

to Brian, Derek

I am in Texas. I forwarded the email from Bob to all the board members a couple days ago.

One attachment • Scanned by Gmail



Chad Wright [REDACTED]

Jun 13,
2024,
9:36 AM

to Rod, Tyler, margie, Sherry, Denise, Casey, Melinda, Juan

FYI



margie bolton [REDACTED]

Jun 13,
2024,
9:54 AM

to me, Rod, Tyler, Sherry, Denise, Casey, Melinda, Juan

This is a screenshot of the new app they installed Tuesday. I will contact David to look into why

it isn't turning off. It is set correctly from the app



One attachment • Scanned by Gmail



Chad Wright [REDACTED]

Jun 13,
2024,
9:54 AM

to margie, Rod, Tyler, Sherry, Denise, Casey, Melinda, Juan

Thanks Margie.



Chad Wright

5:34 PM
(1 minute
ago)

to Chad



ReplyForward

Add reaction

Mr. Thomas,

Thanks for the inquiry. Our electrical inspector, Kevin Huber, looked at the LED lighting equipment yesterday and it is plug & play. Unless the Minot building officials have issues with the install, the install is fine with our office as for the electrical part.

Our office does address licensure, if a license was required, then electrical codes would also apply which wouldn't fit this installation because its plug and play equipment and a license was not required. There was a hard wire electrical connection required on this installation which was done by a licensed electrician and was installed to code.

If you have any further questions let us know.

Thank you,

James Schmidt , *Executive Director*

23 good reasons to turn off the downtown rooftop lights now

- 1) The downtown association installed rooftop lights last fall with no permits, no notice to neighboring property owners or the public, and no prior City approval as required by the City lighting ordinance.
- 2) The rooftop lights are dramatically different from any ornamental lights previously displayed downtown. The lights are LEDs which are very bright and directional and are more intense depending on the angle. The lights are programmed to flash, change colors, and simulate movement. The downtown association and the City have only considered the brightness of the lights from the street level and not considered the brightness from the residential property directly across the street or against a dark sky background.
<https://photos.app.goo.gl/Yap9smojuUuCvGtf8> Photographs and video do not accurately capture the intensity of LED light.
- 3) Public and commercial lighting design is technical and should be reviewed and approved in advance by a qualified engineer. The downtown association has provided no design plans, specifications, or qualified engineering report to show that the lights comply with modern standards for commercial buildings or public spaces.
- 4) The rooftop lights are not properly shielded and commit light trespass which may cause lawsuits. The City should not authorize lighting that unreasonably interferes with neighboring property, or violates state, federal, or common law.
- 5) The downtown association has not certified that the rooftop lights do not violate city, state, federal, or common law.
- 6) The City should be especially careful when allowing new ultra-bright non-traditional permanent ornamental lighting that is aimed to shine and flash into long-established residential living spaces.

- 7) The downtown association has not shown widespread public support for its proposed year-round rooftop lights project. Although they have installed lights on one side of one downtown block, there is already intense opposition to the lights and the likelihood of lawsuits against building owners and businesses who have allowed the installation of the rooftop lights.
- 8) Year-round colored and flashing LED rooftop lights are inappropriate for a Central Business District that includes a school, churches, courthouses, government buildings, professional offices, funeral homes, residential apartments, and public spaces.
- 9) The City correctly adopts DarkSky standards for downtown lights above 16' but grossly misapplies those standards. DarkSky rules discourage lighting with no useful purpose (e.g., permanent ornamental lighting), that is not pointed downward, unshielded, or shines beyond where needed. The downtown association's rooftop lights are the antithesis of the DarkSky principles (<https://darksky.org/resources/guides-and-how-tos/lighting-principles/>).
- 10) Creating a year-round late-night party atmosphere downtown with flashing and colored rooftop lights, especially when people may be drinking and few if any businesses are open, creates safety and law enforcement problems with no public or economic benefit.
- 11) Rooftop lighting that forces people to "close their shades" at night makes downtown less safe and will contribute to crime and vandalism.
- 12) Rooftop lighting that forces people to close their shades and windows unreasonably interferes with their right to enjoy their property and makes downtown less liveable.
- 13) Flashing rooftop lights interfere with security camera motion detection features, and make downtown less safe.
- 14) The glare from bright LEDs makes it more difficult to see prowlers and vandals on downtown rooftops, which are fairly common.
- 15) The downtown association has no legal agreements with the City or building owners to address foreseeable problems like funding, lawsuits, building damage,

maintenance or removal upon demand, implied easements, use of the lights for "messaging", indemnification, etc.

- 16)The rooftop LED lights defy and conflict with the professionally designed traditional streetscape recently approved and installed by the City.
- 17)The rooftop LED lights defy and conflict with the terms of the large facade improvement grants given to private property owners to maintain traditional-looking building fronts. Grant recipients who installed non-traditional rooftop lights in violation of their facade grant conditions (Boltons, Pitner, and Hurt) should be required to remove the lights or return their grant money.
- 18)The downtown association is not well-suited to manage a large ongoing public project. They are a relatively small private group that lacks diverse views, accountability, reliable resources, or expertise. They do not have open membership or open meetings. The association does not speak or act on behalf of or for the benefit of most downtown businesses, professionals, residents, or the general public.
- 19)As a tax-exempt organization, the downtown association is prohibited from putting lighting on buildings owned or occupied by its members, and is facing complaints to the IRS and the North Dakota Attorney General if the rooftop lights project is not discontinued.
- 20)Bright flashing LED lights should not be installed in public spaces where they can affect people with sensory processing disabilities, autism, PTSD, epilepsy, or migraines, and possibly violate the Americans with Disabilities Act.
- 21)Running a single electrical appliance across multiple buildings with no accessible off-switch is not safe or sensible engineering. The rooftop LED light strips are connected by bare electric cord which has already been shown to fail and fall loose. The downtown association has not shown that its lighting design and related permanent building modifications are approved by insurance companies, mortgage holders, or the fire department.
- 22)The City ordinance for downtown ornamental lighting above 16' is vague and should be replaced with a better ordinance (see below, model outdoor lighting ordinance from Park City, UT).

23)A project like the downtown association's rooftop lights, which proposes to completely transform the nighttime appearance and atmosphere of downtown Minot, requires public input and better attention and oversight from the City before being allowed to go forward.

Submitted by:
Bob Thomas
114 South Main Street
bobthomasminot@gmail.com

Model lighting ordinance - Park City, Utah

https://codelibrary.amlegal.com/codes/summitcountyut/latest/summitcounty_ut/0-0-0-19026.

- D. Full Cutoff Fixture Requirements:
 - 1. Outdoor Lighting: Unless specifically exempted by this section, all outdoor lighting shall use full cutoff fixtures and shall be installed so light is directed downward with no light emitted above the horizontal plane of the fixture.
 - 2. Location: Lighting must not be placed at a location, angle, or height that directs illumination or horizontal trespass outside the property boundaries where the light fixtures are located.
 - 3. Qualification: In order to qualify as a "full cutoff" fixture, a light fixture must have the top and sides made of completely opaque material so that light only escapes through the bottom of the fixture. Fixtures with translucent or transparent sides, or sides with perforations or slits, do not qualify as full cutoff. Any glass or diffuser on the bottom of the fixture must be flush with the fixture (no drop lenses). Merely placing a light fixture under an eave, canopy, patio cover, or other similar cover does not qualify as full cutoff.
- F. Light Trespass Standard: All light fixtures, including security lighting, shall be aimed and shielded so that the direct illumination shall be confined to the property boundaries of the source. Motion sensing light fixtures shall be fully shielded and properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.
- G. Prohibited Lighting:
 - 6. Flashing, blinking, intermittent or other lights that move or give the impression of movement.

Presented By:
Tonia Vltko & Myles Barcomb

minotarts.org
@rminotarts



Minot Area Council of the Arts

Connecting Artists. Building Community. Fostering Possibilities.

Since 1973
City of Minot Biannual Report



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Thank You



About Us

Who We Are

Staff



Tonia Vitko
Co-Executive Director

Tonia is the Co-Executive Director of the Minot Area Council of the Arts and loves the Minot community. With a passion for arts since childhood, Tonia is a strong advocate for community involvement and enjoys working with nonprofits. In addition to her leadership role at MACA, Tonia is a mother of two and enjoys spending time with Myles and her furry companions.



Myles Barcomb
Co-Executive Director

Myles is the Co-Executive Director of Minot Area Council of the Arts and is a Minot native who got involved in music and theater at a young age. He has been performing in the Minot area with bands and as a solo artist for over 20 years. In addition to his work with MACA and performing, Myles is a father of two and enjoys spending time with Tonia and his furry companions.



Joey Schleicher
AmeriCorps Volunteer

2 Staff Members

1 AmeriCorps
Member

11 Board Members

50+ Artist and
Organizational



**Minot Area
Council of the Arts**

Established 1973
50+ Years

Our Mission
Supporting Artists. Building
Community. Fostering
Possibilities.

Board Members



Kelly Matalka
President

Kelly is originally from Pittsburgh, PA but moved to Minot in 2011. She works at Credeence Energy and enjoys volunteering for many local organizations in her free time. She's excited to be a part of Minot Area Council of the Arts and to be an advocate for local artists and programs.



Rachel Alfaro
Vice President

Rachel is the Executive Director of the Taube Museum of Art located in Downtown Minot. Rachel is an artist, arts advocate and mother of two. Originally from Florida, she has called North Dakota home since 2012.



Tim Baumann
Secretary/Treasurer

Tim began working at the International Music Camp in the summer of 2005 as a Dean of Boys and is currently serving as Camp Director with his wife Christine. Tim currently plays oboe and English Horn in the Minot Symphony Orchestra. He also conducts the Minot Community Concert Band with Christine and plays in the ensemble.



Ellen Fenner

Ellen Fenner is the executive director of the Minot Symphony Orchestra and has been part of the Minot Area Council of the Arts board since 2015. Ellen is a graphic artist, arts advocate, entrepreneur and mom. She is always looking for ways to engage in the arts and get people of all ages involved. "The arts make people happy, and we need happy people in our community."



Melinda Goodman

Melinda is owner of FullTilt Marketing. From her first taste of musical theatre seeing Fiddler on the Roof in a community production to seeing Miss Saigon on Broadway she has been a fan. As her work takes her on travels around the country she seeks out art, music and theatre for creative inspiration.



Greg Vettel

Greg serves as the Director of the Northwest Arts Center and as an Adjunct Professor of Art at Minot State University. As an artist and designer, he combines imagery and typography in printmaking, sculpture and digital mediums. Greg lives in Minot with his wife, Jayme, and three children, Logan, Eva, and Jackson along with multiple four-legged friends.



Kristin Michels

Kristin has enjoyed various arts since she was a child. She started Minot State University in Music, playing viola in the Symphony, and graduated with a Graphic Design degree. She now works at MSU doing graphics and marketing at the ND Center for Persons with Disabilities. She provides design and marketing for nonprofits including Community Rocks and the Minot Lions Club, where she is a member. Kristin's personal art often has plenty of color, glue, and random thingamajigs. She and her fiancé, Derek, create art under the name Chromatic Dragon Studio.



Kelly Hendershot

Kelly Hendershot is an Assistant Professor in the College of Business at Minot State University. Kelly lives in Minot with her husband, Chauncy, their three children, Charlie, Emmy, and Lauren, and their two golden retrievers.



Megan Fixen

Megan Fixen is an Assistant Professor of Marketing at Minot State University. In her spare time Megan enjoys traveling and reading. She is an arts supporter and loves musical theater.



Katie Dotson

Katie Dotson is a proud Minot native and local artist. Her printmaking and photography work has been featured in juried exhibitions around the state of North Dakota. She actively creates freelance commissions, screen prints, apparel and more, and currently works as the Communications and Outreach Specialist for the Minot Area Chamber EDC.



Tina Morey

Originally from Saskatchewan, Canada, I graduated from Minot State University. Since 2000 I have proudly called Minot my home and I actively participate in volunteering and community engagement.



What We Do

Founded in 1973, the Minot Area Council of Arts is a 501(c)3 membership organization committed to serving Minot area artists, arts organizations and the community at large. We are dedicated to supporting and enriching Minot's arts ecosystem, facilitating programs, services, and events in which we invite our neighbors and local artists to collaborate in growing Minot's already flourishing arts scene. Our membership includes individual artists, community supporters, venues and organizations. Nearly every arts and cultural organization within Minot is a member, as well as several organizations from the surrounding area.



Why The Arts Matter



01

Placemaking

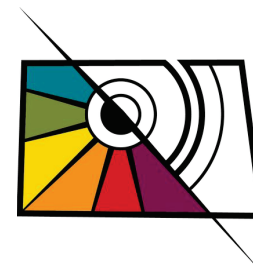
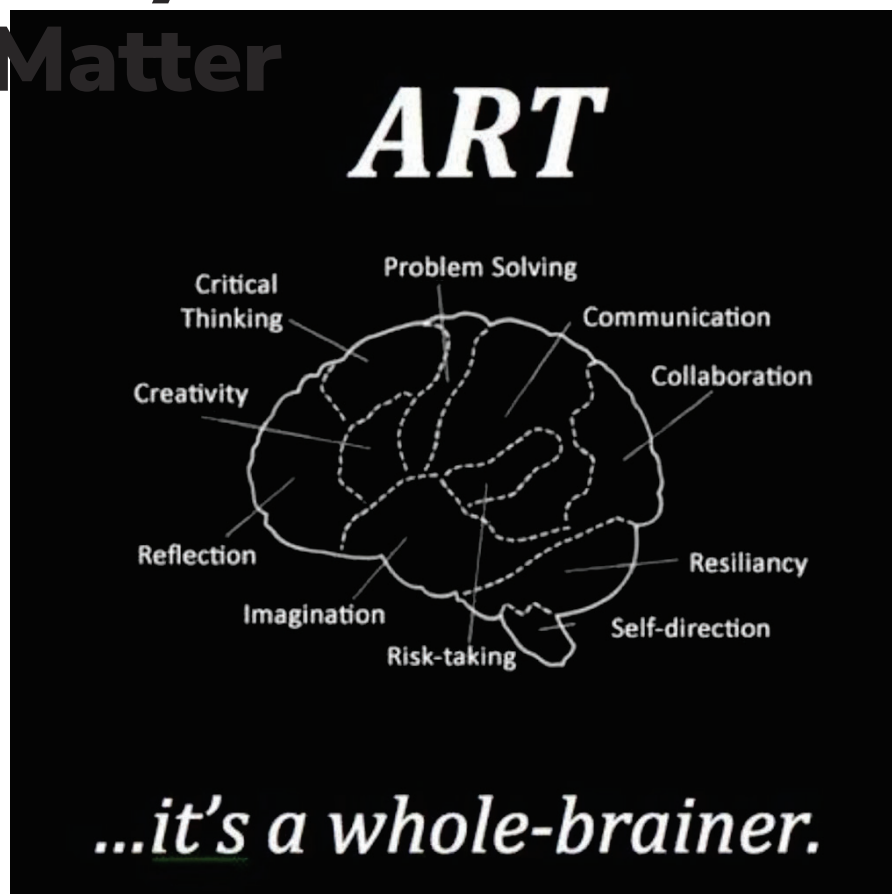
02

Economic Value

03

Engaging and
Connecting
Communities

Why The Arts Matter



04

Individual Well-Being

05

Residential Retention
and Recruitment

06

Educational Impact

07

Cultural Vibrancy

ARTS AND ECONOMIC PROSPERITY 2023 AEP 6 DATA



ROI

On National average, every public dollar invested into the arts creates an \$11 return

ECONOMICS

In the Minot Region, arts and culture provides for over 452

Full-time equivalent jobs.



INDUSTRY

\$20.8 Million Industry
Minot Region Alone



LOCAL

FUNDING

Arts-related spending accounted for \$325,000 of direct revenue to local governments.

OUR PROGRAM

For information regarding Program

Sponsorship or involvement, please email
info@minotarts.org



ARTS IN THE CITY
PRESENTED BY MINOT AREA COUNCIL OF THE ARTS



ARTISTS AFTER HOURS
PRESENTED BY MINOT AREA COUNCIL OF THE ARTS



ARTWORKS (IN)MINOT
PRESENTED BY MINOT AREA COUNCIL OF THE ARTS



M  **C**  **- Y**  **& C**
Minot Area Council of the Arts - Youth Advisory Committee
m a c c a - y a c

 Arts Midwest

World Fest

ARTS IN THE CITY

PRESENTED BY MINOT AREA COUNCIL OF THE ARTS



ARTS IN THE CITY
PRESENTED BY MINOT AREA COUNCIL OF THE ARTS

SUNDAYS IN THE PARK

JUNE 9th KICKOFF! **OAK PARK** **JULY 28th FINALE!**
4PM & 7PM

FEATURED ARTISTS & PERFORMANCES

09 JUNE VOICES OF NOTE	16 JUNE MINOT CITY BAND	23 JUNE MINOT CITY BAND
30 JUNE DANIEL STARKS & FRIENDS 7pm	07 JULY MINOT CITY BAND	14 JULY MINOT CITY BAND
THURSDAY JULY 18 7PM Minot City Band SOUSA CONCERT		21 JULY MINOT SWING BAND 4pm 188th ARMY BAND 7pm
28 JULY LITTLE CHICAGO FUNK 6PM FINALE!		

THANK YOU TO OUR SPONSORS AND SUPPORTORS

City of Minot, Xcel Energy, ACKERMAN ESTVOLD, The Ladendorff Family, TOWN & COUNTRY CREDIT UNION, CREEDENCE, TRUSTED TIRE & AUTO, BIG PICTURE, NORTH Dakota, Council on the Arts, Gate City Bank, HOOK LADDER, VISION ZERO, Valvoline, Minot Area Council of the Arts

TWO CONCERTS WEEKLY | FEATURED ARTIST & ART DEMOS | KIDS ACTIVITIES

ARTS IN THE CITY
PRESENTED BY MINOT AREA COUNCIL OF THE ARTS

THURSDAYS DOWNTOWN

JUNE 6th KICKOFF! **MINOT MAIN STREET** **AUGUST 29th FINALE!**
FREE ENTRY

FEATURED ARTISTS & PERFORMANCES

06 JUNE KICKOFF! SOULSHINE	13 JUNE VANITY PLATE DAKOTAH FAYE
20 JUNE JARED SCHUMAIER BLUE HOUSE	27 JUNE INT'L BRASS QUINTET CITY BAND
01 AUG CHLOE MARIE CHRIS BASDEN	08 AUG INDEPENDENCE INC.
15 AUG NEW MINOT ARTISTS TED & KARI	22 AUG MOONCATS
29 AUG MISSING LYNX FINALE	WEEKLY FESTIVAL & LIVE MUSIC 6PM

THANK YOU TO OUR SPONSORS AND SUPPORTORS

City of Minot, Xcel Energy, ACKERMAN ESTVOLD, TOWN & COUNTRY CREDIT UNION, CREEDENCE, TRUSTED TIRE & AUTO, BIG PICTURE, NORTH Dakota, Council on the Arts, Gate City Bank, HOOK LADDER, VISION ZERO, Valvoline, Minot Area Council of the Arts

ARTISAN VENDORS | FOOD TRUCKS | BOUNCE HOUSES | AXE THROWING & MORE!

ARTS IN THE CITY
PRESENTED BY MINOT AREA COUNCIL OF THE ARTS

THURSDAYS DOWNTOWN

AUGUST 1st **MINOT MAIN STREET** **LIVE MUSIC**
FESTIVITIES BEGIN AT 5:30 PM

FEATURED ARTIST
Chloe Marie 6PM
Chris Basden Band 7PM

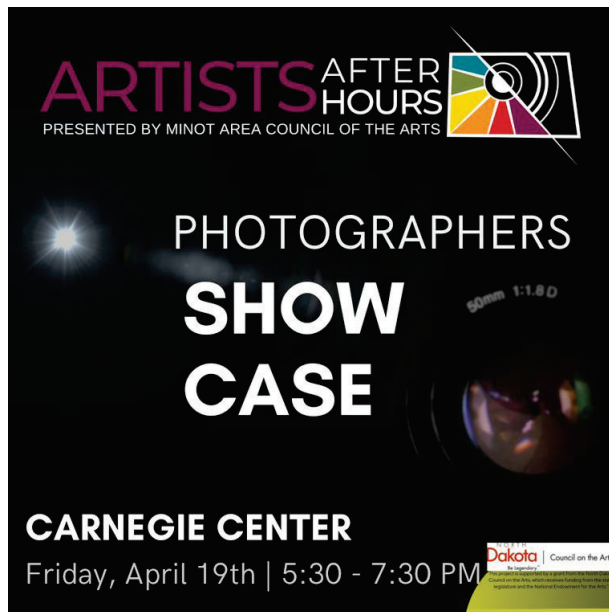
ARTIST
AARON MICHELS

ARTISAN VENDORS | FOOD TRUCKS | BOUNCE HOUSES | AXE THROWING & MORE!

	Concerts	Attendance	Artists
2023:	27	6,200	214
2024 (5 left):	26	4,257	232

ARTISTS AFTER HOURS

PRESENTED BY MINOT AREA COUNCIL OF THE ARTS



Networking and Social event for all ages and artistic abilities. Featured artists are also showcased during some

10 Events

Total Attendees^{events!}: 400

Total Artists Served: 28



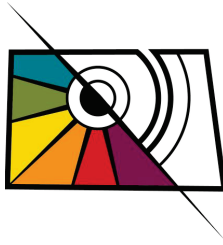
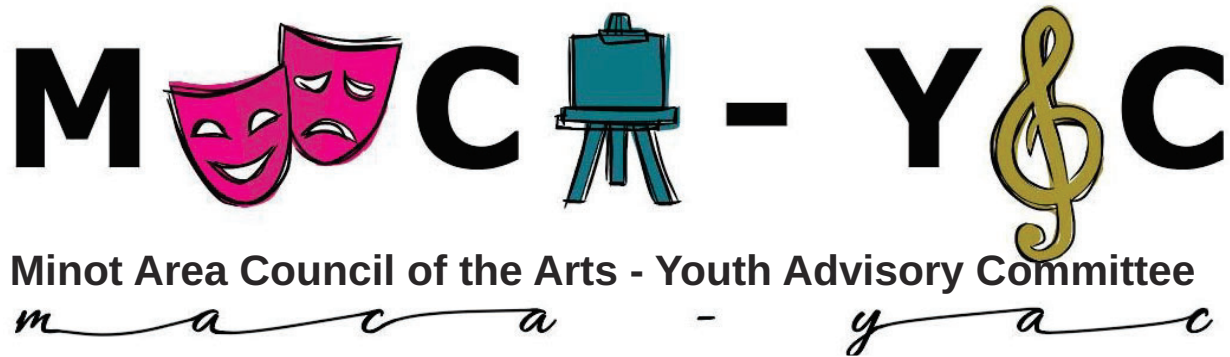
ANNUAL ART SUBSCRIPTIONS FOR LOCAL BUSINESSES!

ARTWORKS (IN)MINOT



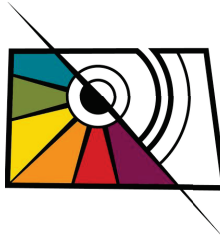
PRESENTED BY MINOT AREA COUNCIL OF THE ARTS





Empowering creative young leaders to create and coordinate arts programming and events that are relevant to their peers.

Arts Midwest World Fest 2022-2025



Ladama

February 29th - March 2, 2024

Artists After Hours

Artists Reception

FREE Public Concert

School Workshops and Performances



A Moving Sound

Oct. 6-13th, 2024

Fusing traditional influences with a global sensibility, and award winning ensemble. A joyous mix of original music and dance from Taiwan!



Farah Siraj

March 2024

Named Jordan's Musical

Ambassadress, Farah Siraj has performed in the U.S., Europe, and the Middle East. As a humanitarian, Farah focuses on raising awareness about the consequences of war and violence, and

Carnegie Management Center

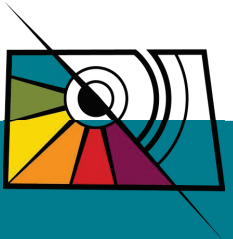
The Minot Area Council of Arts manages the Carnegie Center.

The Carnegie Center is available to rent for many occasions such as weddings, birthdays, graduations, business meetings and more!

In the past 12 months:

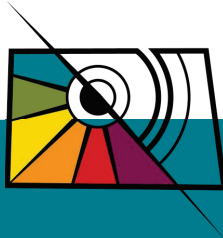
93 Rentals

10 MACA Events



Union Silos

Fiscal Agent



Join us in creating the largest piece of public art in ND
- a larger than life mural on the side of the Union Silos
in Downtown Minot. Inspired by our community and
painted by a world-renowned artist, Guido van Helten,
this is so much more than street art.





Our Vision

Minot Arts Hub

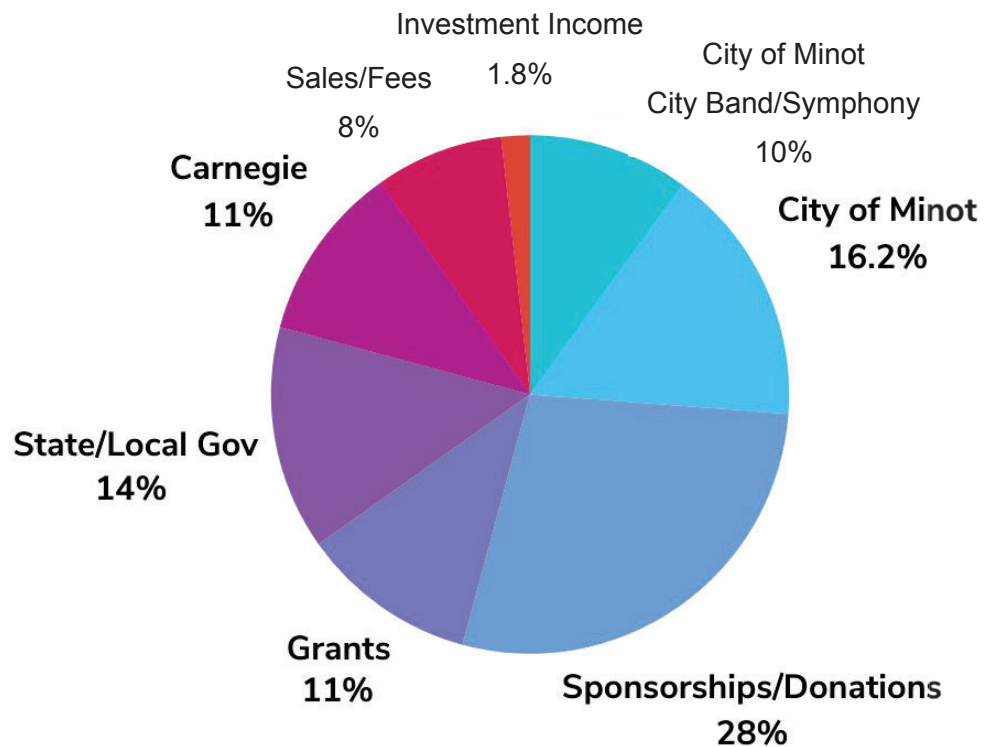
- Serve as the hub of the arts ecosystem for Minot area artists and arts organizations
- Have adequate capacity to carry out both membership programming and community initiatives for the betterment of artists and Minot area residents
- Initiate forward thinking projects
- Effectively communicate the value of the arts and artists to the Minot area's broader community and



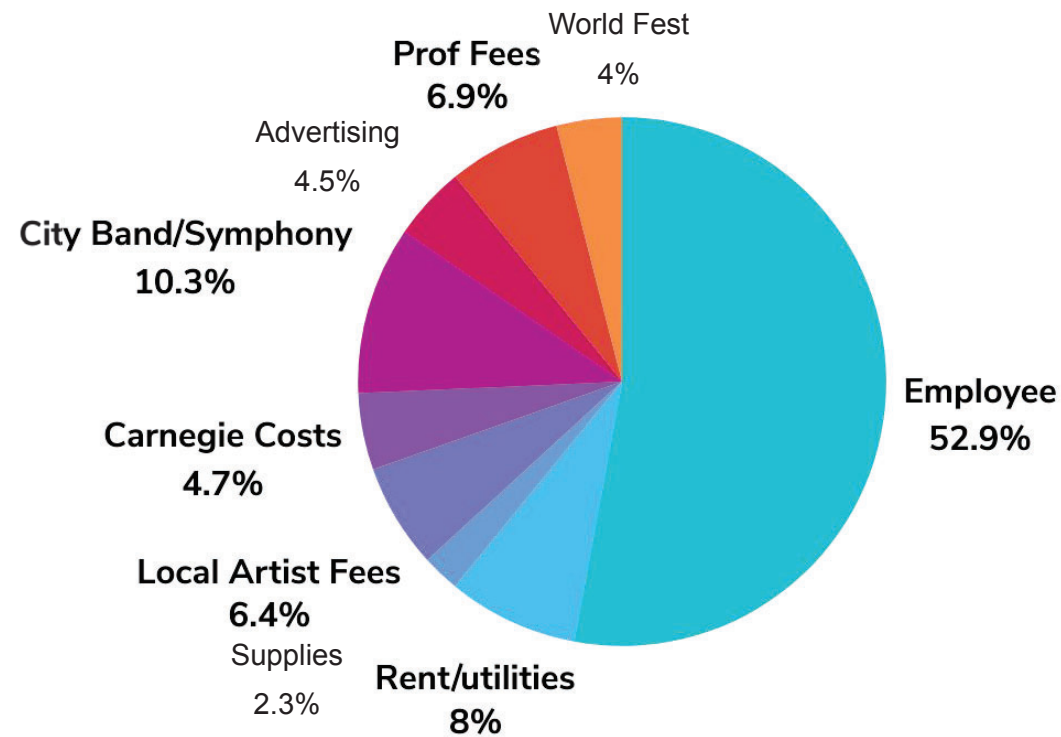
Operating Budget FY24



Funding



Expenditures



Get Connected With Us

Contact Information



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info@minotarts.org



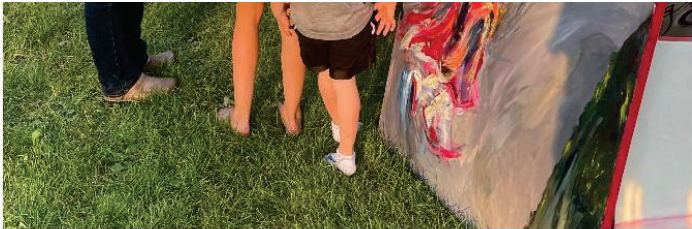
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THANK YOU



Minot Area
Council of the Arts

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8/1/2024