



Regular City Council Meeting

Tuesday, September 3, 2024, at 5:30 PM

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

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

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

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the August 19, 2024, Regular City Council meeting and the August 26, 2024, Special City Council meeting.

- 5.2. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 5992 - 2024 BA - Westfield & University Watermain Replacement Projects (4816&4817)**
- 2. Ordinance No 5993 - Traffic Restrictions for Transit Center Relocation**
- 3. Ordinance No 5994 - 2024 BA - NW Minot Water Replacement**
- 4. Ordinance No 5995 - 2024 BA - Burdick Expy Viaduct Rehab 4563**
- 5. Ordinance No 5857 - Forest Acres 2nd Addition Zoning Map Amendment**
- 6. Ordinance No 5858 - Zoning Map Amendment - Napa Valley 20th**

Addition

5.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Special Event Permit for Dakota Sun Wines (955 73rd Ave NE Carrington, ND).**
- 2. Five 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 Bones BBQ (437 N Broadway).**
- 5. Three Special Event Permits for Pointe of View Winery (8413 19th Ave NW Burlington, ND).**
- 6. Three Special Event Permits for Arny's 2.0 (12 3rd St SE).**
- 7. Special Event Permit for Saul's (105 1st St SE Basement).**
- 8. Two Special Event Permits for Off the Vine (15 Main St S.).**
- 9. Northern Infidels MC Club to conduct a raffle on August 31, 2024 at NIMC Clubhouse (305 4th Ave NW).**
- 10. Sons of Norway Thor Lodge 4-067 to conduct a raffle December 16, 2024 at Sons of Norway Lodge (1020 S Broadway).**
- 11. Power of 1 to conduct a raffle on August 30, 2024 at MSU Dome (500 University Ave W).**
- 12. Minot Social Club for Exceptional Persons, 2nd Story to conduct a raffle on September 20, 2024 at The Spot (6 2nd St NE).**
- 13. Friends of the Minot Public Library to conduct a raffle on November 16, 2024 at Minot Public Library (516 2nd Ave SW).**
- 14. Minot High Volleyball Boosters to conduct a sports pool from September 9, 2024 through November 15, 2024 at Minot High School (1100 11th Ave SW).**
- 15. Kiwanis Club of Minot to conduct a raffle on October 13, 2024 at the Moose Lodge (400 9th St SW).**
- 16. Minot North Volleyball to conduct raffles and a sports pool from September 9, 2024 through February 9, 2025 at Minot North High School (2100 21st Ave NW).**
- 17. Minot High Cheer Booster Club to conduct raffles and a calendar raffle from September 27, 2024 through March 16, 2025 at Minot High School (1100 11th Ave SW).**

5.4. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION

It is recommended City Council approve the payroll for the period of July

14, 2024 through August 24, 2024 in the amount of \$3,856,756.64 and the bills and transfers for August in the amount of \$11,338,035.51.

5.5. MAYORAL APPOINTMENTS

RECOMMENDED ACTION

It is recommended City Council confirm the following Mayoral Appointment:

- **Tyler Neether to fulfill a financial sector seat on the Renaissance Zone Review Board, with a term to expire December 2027.**
- **KayLee Bourquin to the Library Board, with a term to expire June 2026.**

5.6. GAMING SITE AUTHORIZATIONS

RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorizations for the following organizations to conduct games of chance:

- **Prairie Grit Adaptive Sports for a Calcutta on October 24, 2024 at the Minot Municipal Auditorium (420 3rd Ave SW).**
- **RMEF Nodak, Inc for a raffle on October 17, 2024 at Sports on Tap Room 221 (220 S Broadway).**
- **ND Chapter of Delta Waterfowl, Inc for a raffle on January 17, 2025 at the Clarion Convention Center Colosseum Room (220 E Burdick Exwy).**

5.7. SPECIAL ASSESSMENT APPROVAL; 2024 NUISANCE ABATEMENT (4831)

RECOMMENDED ACTION

It is recommended City Council approve the assessment roll for 2024 Nuisance abatement.

5.8. 2024 SIDEWALK, CURB & GUTTER - SPECIAL ASSESSMENT (4806)

RECOMMENDED ACTION

It is recommended City Council:

1. **Order the construction, rebuilding, or repairing of sidewalks to be performed by the City's contracted Contractor, and**
2. **Assess the construction cost and administration fees for this sidewalk work against the benefiting properties, as shown in Table 1.**

5.9. BID SELECTION FOR SALT STORAGE BUILDING

RECOMMENDED ACTION

It is recommended City Council approve the selection and award of Greystone Construction for the Salt Storage Building due to their submission of the best bid (based on bid specifications and lowest cost).

5.10. ARFF VALOR AWARD - BUDGET AMENDMENT

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment and allow the Fire Chief to create values posters to be placed at Station 3.

5.11. SCISSOR LIFT - PERMISSION TO SELL THE ASSET

RECOMMENDED ACTION

It is recommended City Council approve the sale of the scissor lift.

5.12. APPROVAL OF 2025 PASS-THROUGH JAG GRANT APPLICATION AND SUB-AWARD TO DOMESTIC VIOLENCE CRISIS CENTER

RECOMMENDED ACTION

It is recommended City Council approve the Edward Byrne Justice Assistance Grant (JAG) application and sub-award to the Domestic Violence Crisis Center and authorize the Mayor to sign the applicable documents.

5.13. AGREEMENT BETWEEN CITY OF MINOT AND TERRACON CONSULTANTS, INC

RECOMMENDED ACTION

It is recommended City Council approve and authorize the Mayor to sign the contract with Terracon Consultants, Inc to perform an environmental review on land for construction of the Engle Ridge Complex.

6. ACTION ITEMS

6.1. PUBLIC HEARING: MI-4 (MAPLE DIVERSION) ALIGNMENT CONSIDERATION

RECOMMENDED ACTION

It is recommended City Council adopt the alignment presented by the Souris River Joint Board (SRJB) and approve the acquisition of 11 additional properties.

6.2. CDM SMITH CONTRACT AMENDMENT 9 - FLOOD CONTROL PROPERTY ACQUISITIONS

RECOMMENDED ACTION

It is recommended City Council approve the 9th Amendment of CDM Smith's contract to allow assistance with acquisitions required for MI-4 and MI-8 phases of flood control.

6.3. VISIT MINOT SERVICES AGREEMENT

RECOMMENDED ACTION

It is recommended City Council approve the Services Agreement with MCVB and authorize the Mayor, Finance Director and Clerk to sign the agreement.

6.4. EXTENDED STAY LEISURE FEE - VISIT MINOT

RECOMMENDED ACTION

It is recommended City Council consider implementation of the Extended Stay Leisure Fee, and if supportive, direct staff to prepare an ordinance implementing the fee.

6.5. BIDDING OF SNOW REMOVAL OPERATIONS FOR AIRPORT PARKING LOTS

RECOMMENDED ACTION

- 1. It is recommended City Council authorize City staff to advertise bids for snow removal services for the parking lots for the 2024-2025 snow season with options to extend; and**
- 2. Authorize City staff to award the bid to the lowest bidder, responsible bidder; and**
- 3. Authorize the Mayor to execute contract.**

7. PERSONAL APPEARANCES

8. MISCELLANEOUS AND DISCUSSION ITEMS

8.1. COUNCIL DIRECTION ON PARKING ORDINANCE (SEC 20-22, OVERNIGHT, 24-HOUR AND 48-HOUR PARKING RESTRICTIONS)

It is recommended City Council determine whether to update the ordinance to limit parking of a motor home, travel trailer, camping trailer, fifth-wheel trailer, enclosed trailer, utility trailer, recreational trailer, or any other type of trailer on any street for a period not to exceed twenty-four (24) hours, unless said vehicle is moved a distance of more than one (1) block or three hundred (300) feet, whichever is less.

9. ADJOURNMENT



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: September 3, 2024

City Manager:

With the beginning of school there have been several concerns and conversations regarding traffic flow around the local schools. Staff has been monitoring the situations. Some of the concerns have remedied themselves with the adjustment of driving patterns and trends, others may require further analysis and coordination with the School District.

Staff, the Mayor, and community partners have begun discussing and coordinating on potential legislative priorities for the upcoming 2025 Legislative Session. Regardless of the results of the November election and measures it is anticipated the main focus of the Session will be on Property Tax. Staff is also focused on securing continued State funding for Flood Control projects in the Minot region.

Upcoming topics/conversations for the Council/Staff/Citizens include:

1. Complete development and adoption of the City's first Strategic Plan
2. Police Station Solutions
3. Municipal Court location solutions
4. Economic Development and MAGIC Fund review
5. Potential Sales Tax increases/ballot measures
6. Potential Franchise Fee implementation
7. NDPERS and Employee Retirement Plans

Meetings attended included: Project Sentinel Communities communication meeting; Pension Board meeting; final Department Tour with newly elected Council members; Central Dakota MPO Policy Board meeting; Council Executive Session; Legislative Session preparation coordination meeting; Burdick Job Corps 60th Anniversary ceremony; Moody's rating call; and various internal staff communication and project related meetings.

Engineering
City Engineer, Lance Meyer

Department Updates

- In August, the Department issued 60+ right of way permits and attended 4 DRT meetings.
- Cityworks software configuration continues. Online permitting is live for Inspections, ROW, and several Clerk/PD permits.
- In July, the Traffic Division completed 46 work orders; 8 led signal bulbs and 4 sign knockdowns.
- The Traffic Division has moved out of their maintenance shop downtown and relocated their equipment and materials to spaces out at Public Works.

Staffing

- We continue to recruit for an engineer to fill the project engineer position. We'll be attending fall career fairs at UND, NDSU, and U Mary.

Project Construction

- 2023 Signal Improvement (S Broadway and Burdick Expwy W) and the 2023 Signal Cabinet Improvement projects have been inspected and are anticipated to be wrapped up in September.
- 2024 Street Seal, Microsurfacing, and Street Improvement are substantially complete.
- Concrete Rehab project is in active construction (37th Ave SW). The project should be substantially complete in a couple weeks.
- Patching and Sidewalk Curb & Gutter will continue in September.
- 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) is underway, this work is anticipated to be substantially complete the beginning of October.
- 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 fall bid. Council has authorized eminent domain against one property.
- The 16th Street Reconstruction project is moving to final design for 2025 construction.
- The 16th Street Interchange Improvement project is in final design.
- The Special Assessment Committee will meet September 9th to review and consider certification of Street Lighting District 65 and Traffic Signal District 2022-1.

2025 Project Design

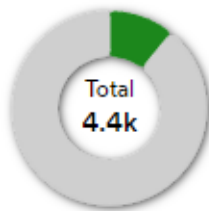
- 2025 Safe Routes to School is currently in design.
- 2025 Signal Improvement is in preliminary design.
- Survey and preliminary design have begun for 2025 roadway maintenance projects.

Human Recourses
Director, Lisa Jundt

Self Service Utilization Analysis from ADP Year to Date

Utilization Overview

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



Self Service Changes

● 11% (483)

Practitioner Changes

● 89% (3,940)

Estimated Current Savings

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

$$\begin{array}{rcccl} \text{Self Service Changes} & & \text{Average HR Task Cost} & & \text{Estimated Savings} \\ 483 & \times & \$4.51 & = & \$2,178.33 \end{array}$$

Opportunities to Save More

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

Estimated Savings
\$2,178.33

Top Saving Areas
[Tax Withholdings >](#)
[Direct Deposit >](#)
[Personal Info >](#)

Estimated Opportunity ?
\$17,769.40

Top Opportunity Areas
[Employment Info >](#)
[Employee Pay Rate >](#)
[Personal Info >](#)

NDPERs Retirement System Plan Change – The City’s current retirement plan is run through the North Dakota Public Employees Retirement System (NDPERs). This retirement plan will change from a defined benefit plan to a defined contribution plan for all new hires effective January 1, 2025. Current employees who are still participating in the City’s previous retirement plan through Empower are able to enroll in the NDPERs defined benefit plan through November 22nd. The Human Resource Department has started contacting eligible employees to discuss the option to change to NDPERs current plan before the deadline.

Benefit Open Enrollment- Benefit Open Enrollment Meetings will take place on Wednesday, October 30th with Brown and Brown presenting. This presentation will include any changes to the health benefit plan, which has yet to be determined by the City Council. The City’s open enrollment period to make benefit changes runs from October 30th through November 22nd.

Recruitment/Current Openings- HR Staff continue their efforts to recruit for the following positions: Building Inspector I, Economic Development Administrator, Mechanic, Welder-Fabricator, Light Equipment Operator, Project Civil Engineer, Utility Operator, Water Plant Foreman (Biota Plant), Water Plant Lead (Biota Plant), Water Plant Operator (Biota Plant), and Police Officer. The City will be participating in a Job Fair at the Minot AFB on September 26th in an effort to recruit for several of these positions.

Fire Department
Fire Chief, Kelli Kronschnabel



Fires reported in the month..... 11

- Structure Fires: 5
- Vehicle Fires: 1
- Natural Vegetation/Outside Rubbish/Other Fires: 5

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	11				

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

Total incidents reported for the month: 410

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
11	0	316	14	7	28	34	0	0

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

Update from Chief's Kronschnabel's office:

The Fire Department had a very busy month, with 11 fire incidents and 410 incidents as of August 28.

Crews have been staying busy with various training. Crews have participated in safety seat technician courses, firefighter survival, Officer development, field triage, hemorrhage control, and more training topics this month.

I presented to the three new council members at the beginning of the month during their department tours.

I also attended Nuclear weapons incident response training at the Minot Air Force Base.

Continuing to enhance 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.

Our newest hire officially started with the department this month.

**Minot International Airport
Director, Jennifer Eckman**

Attached you will find the information pertaining to the airport's operations during the month of July 2024. I am including the City Manager so he may add the information to his report.

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

- July is the peak of travel season and the Airport's statistics show that growth of travelers. The numbers are looking the best since 2020 with everything, but car rentals dipped slightly. The rental cars located at the airport occasionally compete using pricing and I believe this may have been the cause of the reduction in gross sales.

Staffing and Training

- Staffing –
 - The individual from the Airport's Administration division who was on an extended leave of absence for medical reasons returned to work on July 22, 2024.
 - Part Time Facility Technician submitted his resignation. New job posting has been submitted.
- Training and City P.R.I.D.E. –
 - GLC AAAE Annual Conference – The Airport Operations and Maintenance Manager attended the conference in Lexington, KY
 - PRIDE Employee Recognition Committee – Airport Operations and Maintenance Manager continued to serve on this committee as the chair through the end of the City's Employee Appreciation Week. In order to allow other airport team members with career growth opportunities, the Airport Operations and Maintenance Manager stepped off the committee and an Airport Operations team will be representing the Airport.
 - City Safety Committee – The Airport Safety and Security Specialist, a Facility Tech and an Operations Tech represent the Airport on this committee.
 - FAA Wildlife Training – Airport operations team completed the annual training on July 10, 2024.
 - Council Retreat – The Airport Director attended and participated in the retreat on July 9-10, 2024.
 - Job Shadow – The Airport Intern job shadowed both the Police Department and Fire Department for a day.
 - AAAE/ACI-NA National Airports Conference – The Airport Operations and Maintenance Manager is helping plan this annual conference in the Chicago area.

Equipment and Facilities

- Equipment –
 - Snow Removal Equipment (SRE) –
 - Idaho snowblower – Working with City shop to put up for auction.
 - High-speed Brooms (Two units) - Seasonal inspections completed in preparation for winter operations.

- Working with Public Works to establish MOU for staging of their cutting edges at SRE during winter ops.
- 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. Plan are to have repairs done in October.
 - 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 replaced in phases. 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 obtaining additional quotes from local contractors with the goal to have it repaired this year.
 - Toro Mower (New) - Received new mower this month. This will help with both airside and landside groundskeeping maintenance.
 - Toro Mower (Old)– Alternator and PTO belt broke. Both replaced in-house. Caster wheel for mower deck needed replacement.
 - Paint Machine – Replaced worn out pressure pump valve
- Terminal Equipment -
 - Floor Scrubbers – Both Walk-behind and Riding scrubbers required new parts.
- Facilities –
 - Commercial Terminal –
 - Fire Alarm – The fire alarm panel's annunciator continues to not work properly. Bids were opened on July. The low bid was submitted by Main Electric. The work is to be completed within 90 days of contract signing.
 - 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 to be completed in August.
 - Boiler #3 had pump rebuilt.
 - Cooling system pump in boiler room required troubleshoot and repair by contracted maintenance provider.
 - A/C recirculation pump motor was shipped out for repairs.
 - Carpet cleaning of all carpeted areas in terminal.
 - Additional heat in Rental Car offices had final installation component completed. This was outstanding from 2023.
 - Terminal doors - Continue to be monitored regularly as issues arise.

- General Aviation Terminal –
 - HVAC System – Working with consultant to formulate plan to rehabilitate the aged system and allow for zone controls.
 - Conversion of fire alarm monitoring completed.
- Airside -
 - Tie downs on the GA apron have begun to heave in some areas. Engineering consultant has been made aware. Repairs to one location will be made with plans to reevaluate after the winter to see if the fix is reliable.
 - T-hangar taxiway construction completed and the wetland mitigation/drainage improvement began. It's a busy construction season!

Community Engagement

- Social Media –The most popular Facebook post for the month of July was on July 19, 2024. The Airport posted a reminder to travelers affected by the global software outage to check with their airlines for up-to-date flight information.
- Airport Community Meeting – The monthly meeting with the tenants was cancelled due to the holiday, typically held the first week of the month.
- Local Emergency Planning Committee (LEPC) – Airport staff participates in LEPC activities.
- Airport Association of North Dakota (AAND) – Airport Operations and Maintenance Manager is on the board.
- Make-A-Wish Kid – The Airport staff rolled out the red carpet for the Wish Kid heading to see a show on Broadway in NYC on July 24, 2024.
- North Dakota Aeronautics Commission (NDAC) Capital Improvement Program (CIP) Meeting – Airport staff presented the CIP needs for the next 5 years to NDAC and FAA staff and discussed priorities and alternatives on July 31, 2024.
- State Fair Parade – Airport staff, the Fire department, friends and family participated in the parade.
- Service Organizations –
- Rotary - The Airport Operations and Maintenance Manager participates in Rotary.
- 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.

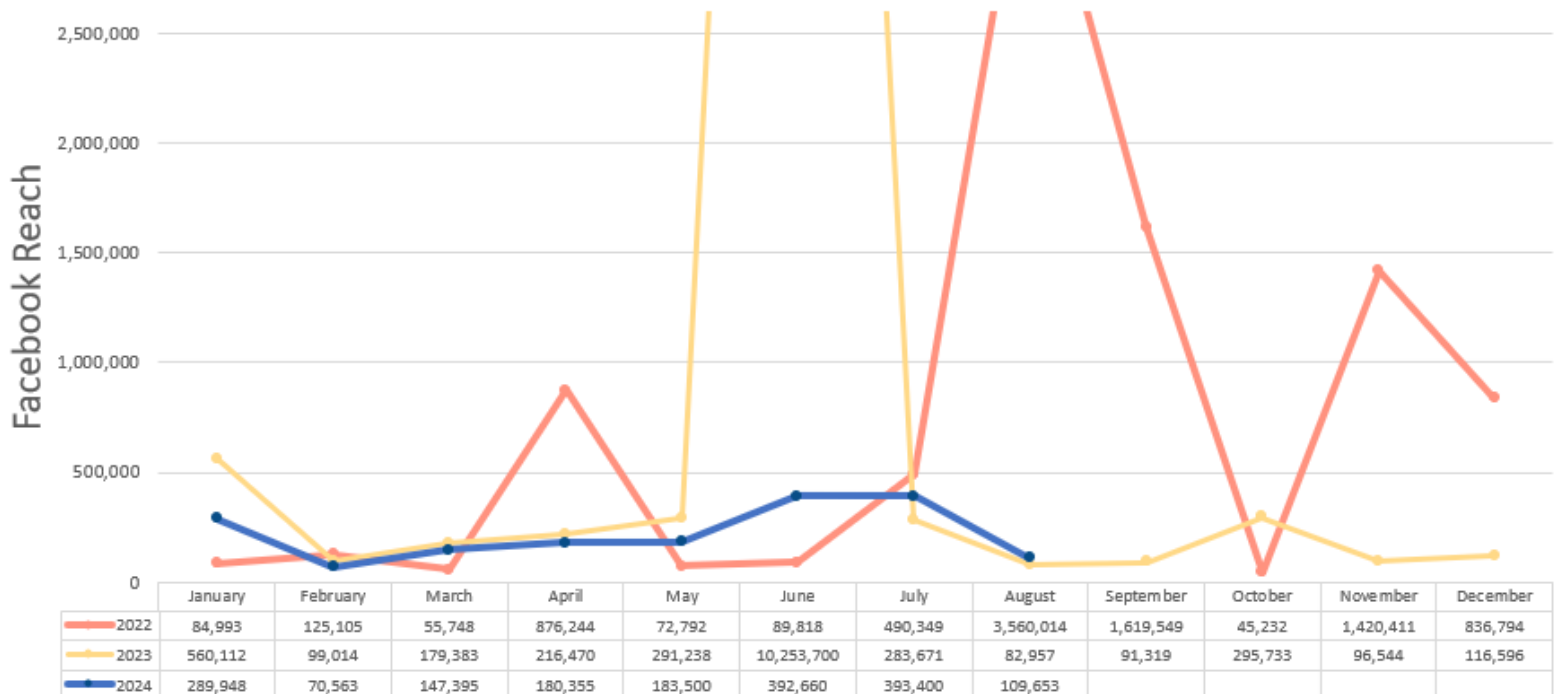
Public Information Communication and Engagement Manager, Jennifer Kleen

Highlights and Takeaways

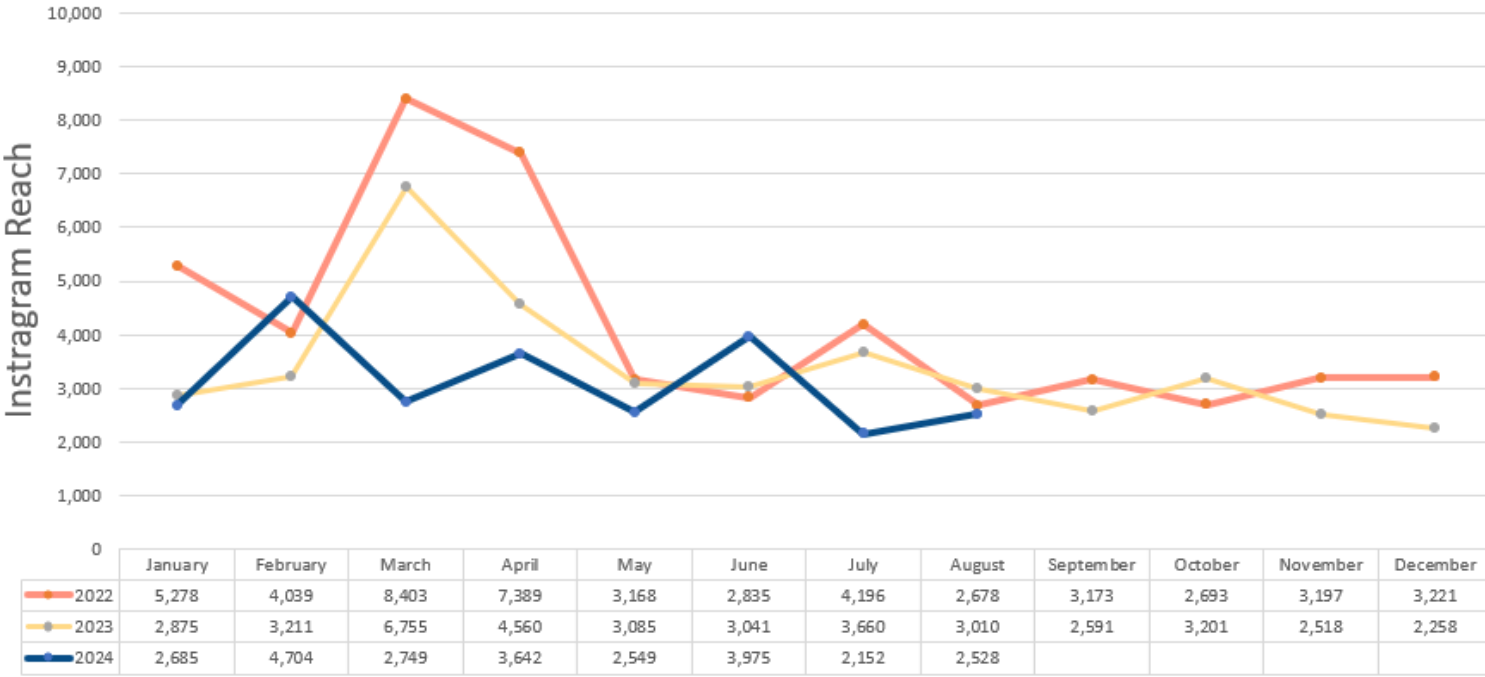
- Communication and Engagement Manager Jennifer Kleen continues to create and distribute content on the City's social media platforms about the 2025 budget process. She moderated a series of Live Budget Q&A series to provide the public the opportunities to ask budget related questions. She has continued to develop videos and graphics to provide a wealth of information to the public, and continued to help raise awareness of the opportunities for the public to be part of the budget discussion before it is finalized in October.
- Jennifer has started an Employee Appreciation series on social media to highlight positive comments received from citizens, along with tying them to our city aspirations.
- 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 continues to attend the monthly Public Works superintendents meeting, which provides a wealth of background information about upcoming projects, etc. He has also continued to create and post the "Ask Christina" Recycling videos on a weekly basis to continue providing education on the recycling program.

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.

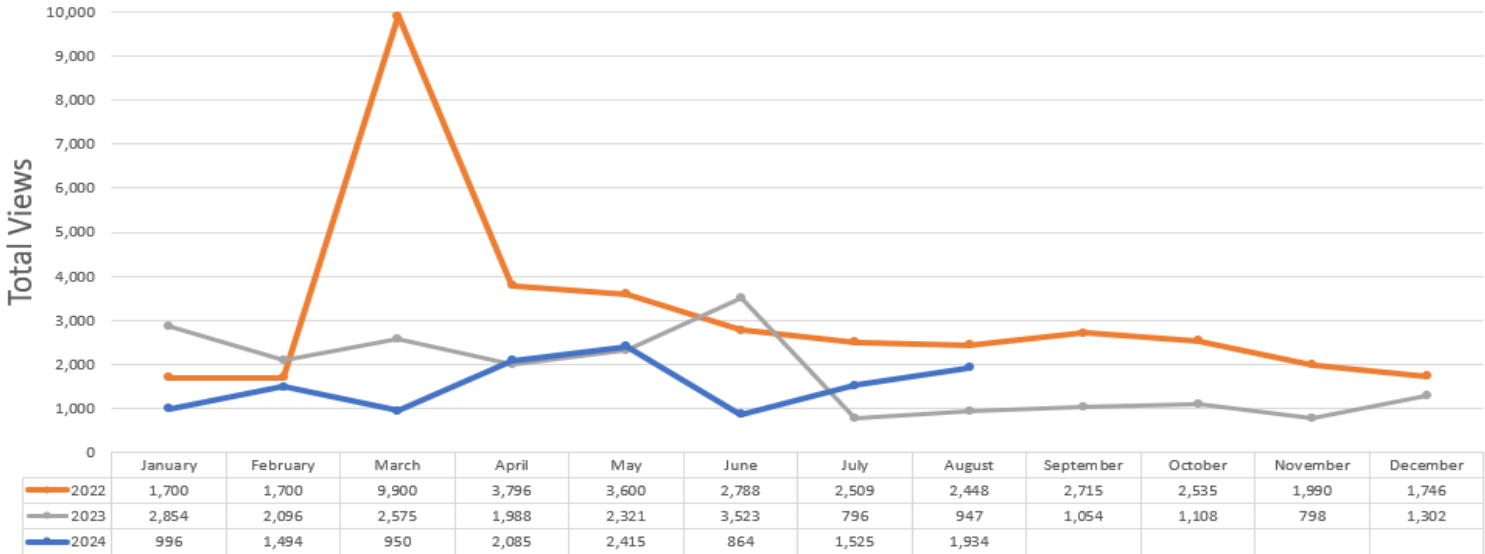
Facebook Reach Month by Month



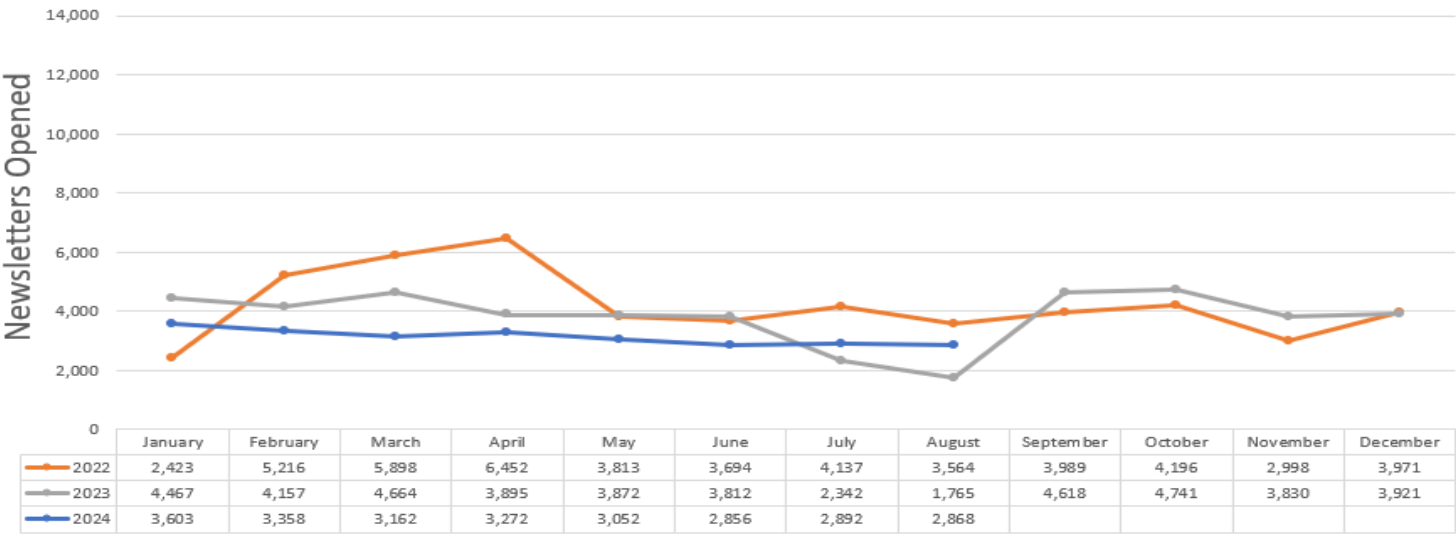
Instagram Reach Month by Month



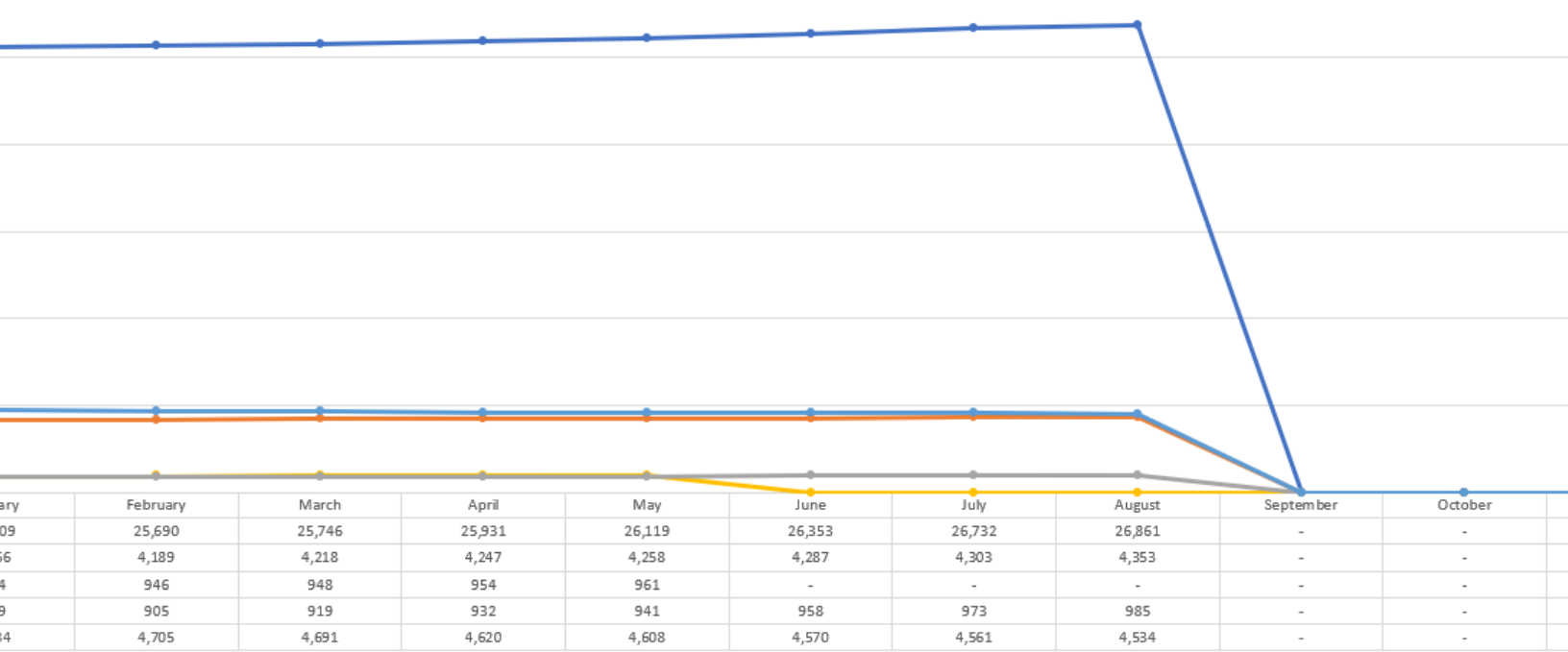
YouTube Views Month by Month



Newsletter Opens Month by Month



2024 Social Media Footprint

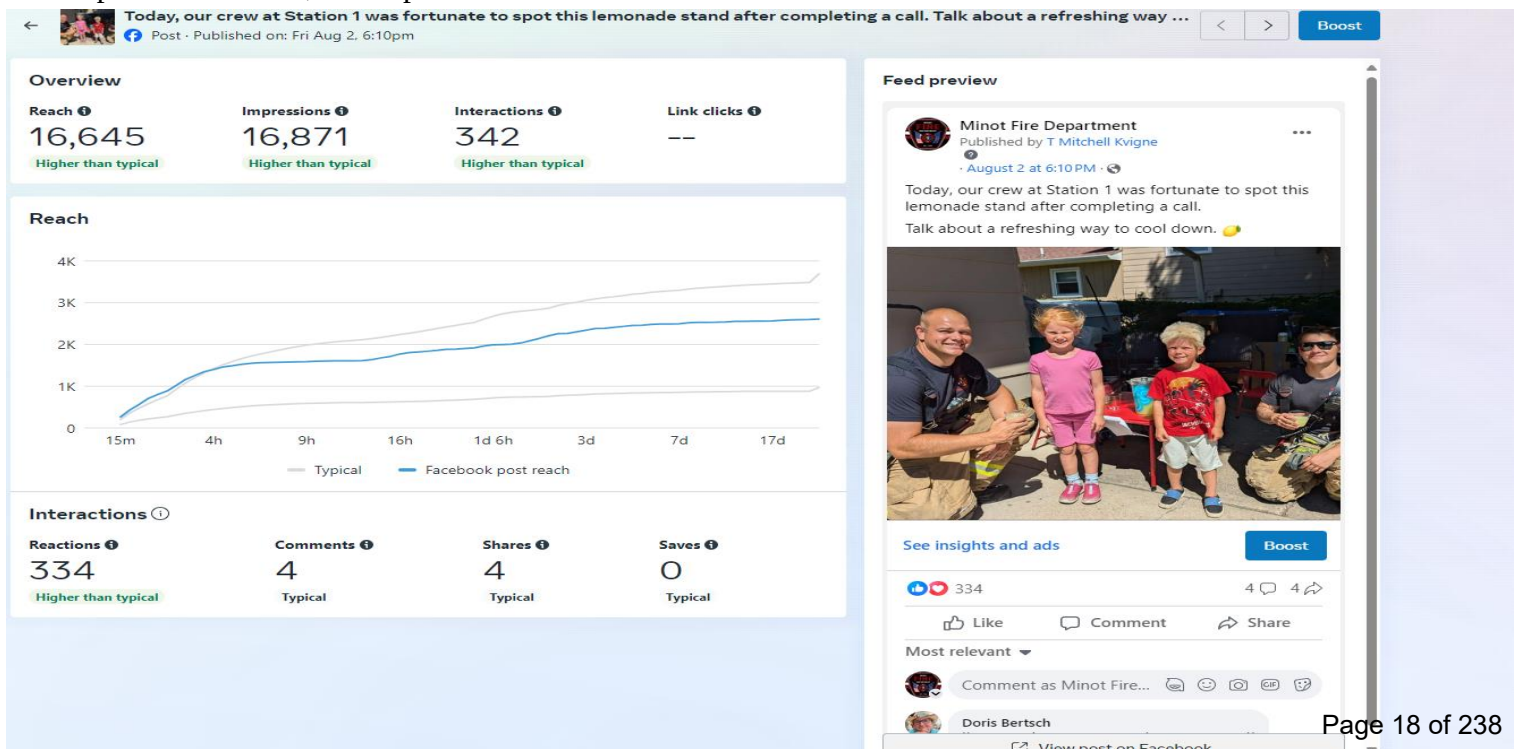


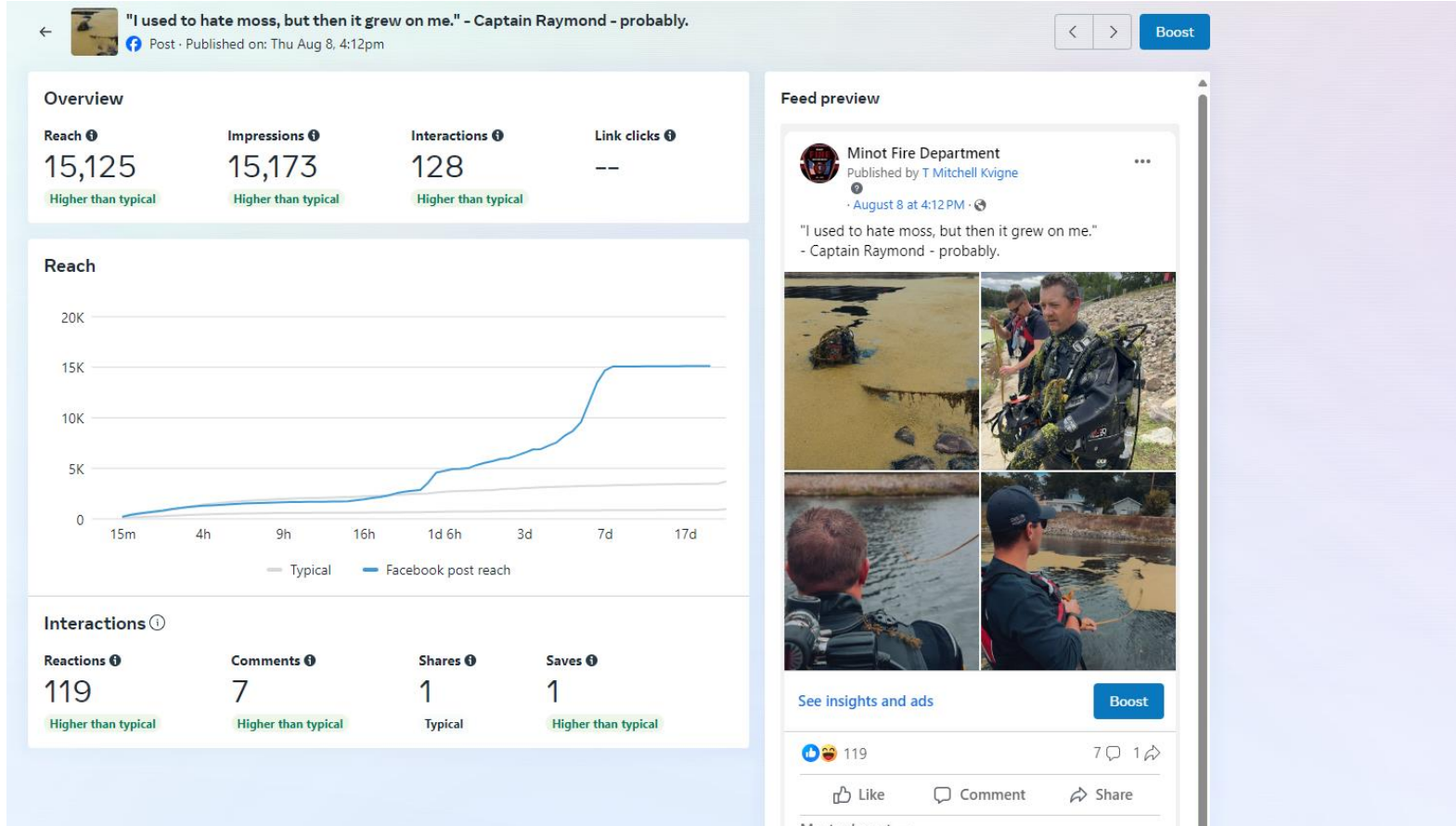
Public Information
Public Safety Information & Outreach Officer, T Kvigne

Fire Department

- Two official media releases were issued for fires. One was the fire that occurred in a grain dryer, and the other was a fire that occurred due to someone smoking while using an oxygen tank.
- I helped Chief Kelli with here presentation during the department tours for the three newest council members, as well as attended the session that was held on August 5th at the Training Grounds.
- Crews attended various community events:
 - EMS Bike Patrol – Thursday Downtown Events
 - National Night Out
 - MSU RA Fire Prevention Training
 - Full Evacuation Fire Drill for the View
 - Station 1 Station Tour
- Crews have continued to make pit stops at various lemonade stands when they are returning from calls. We have sharing this content with our social media following.
- In July we gained 37 new followers on Facebook and 1 new follower on Instagram. Our total Facebook reach was 35,054 and a reach of 206 on Instagram for the August. Our Facebook reach in August was the 4th highest for the year behind January (428,895), June (79,439), and July (45,456).

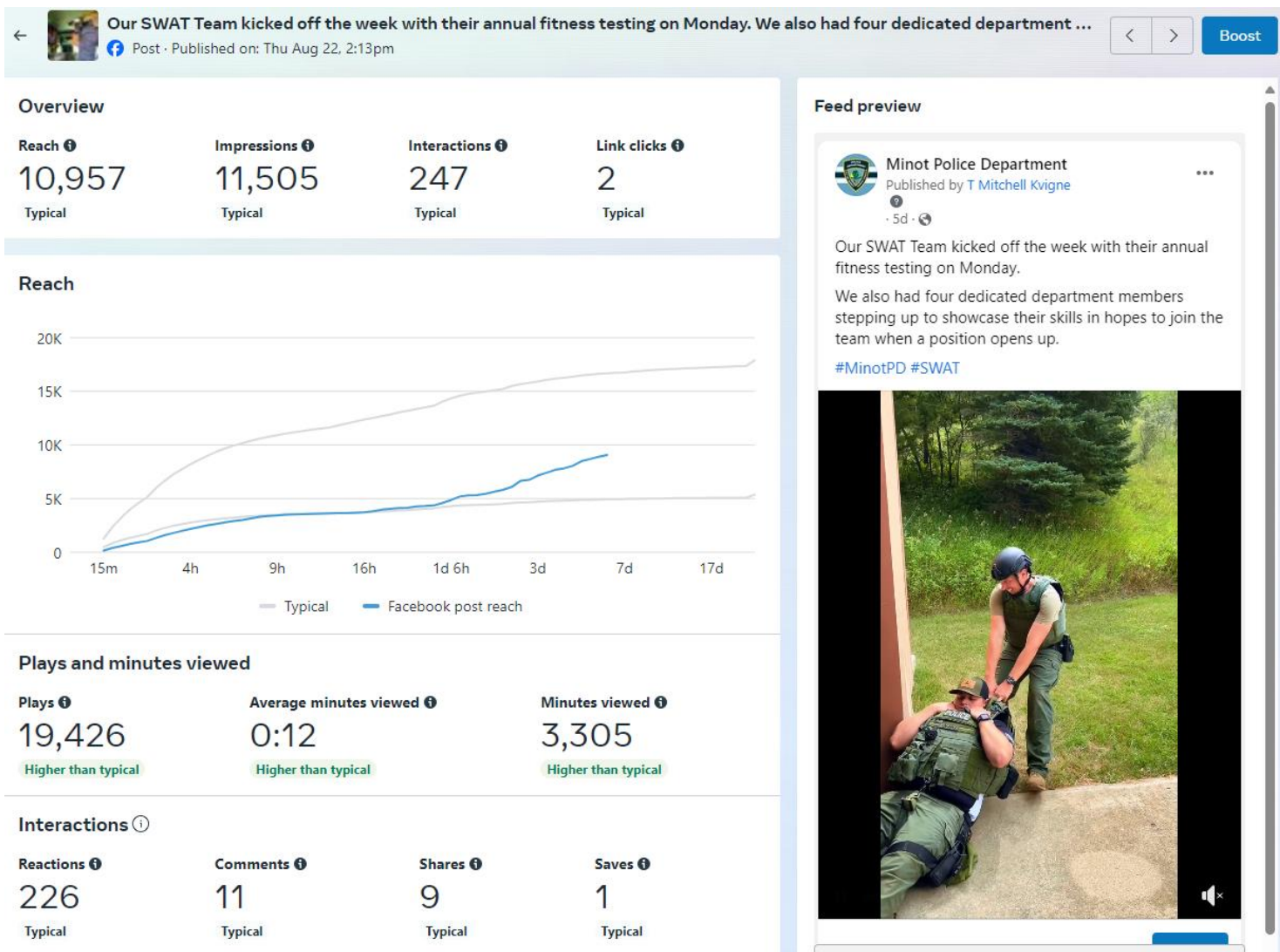
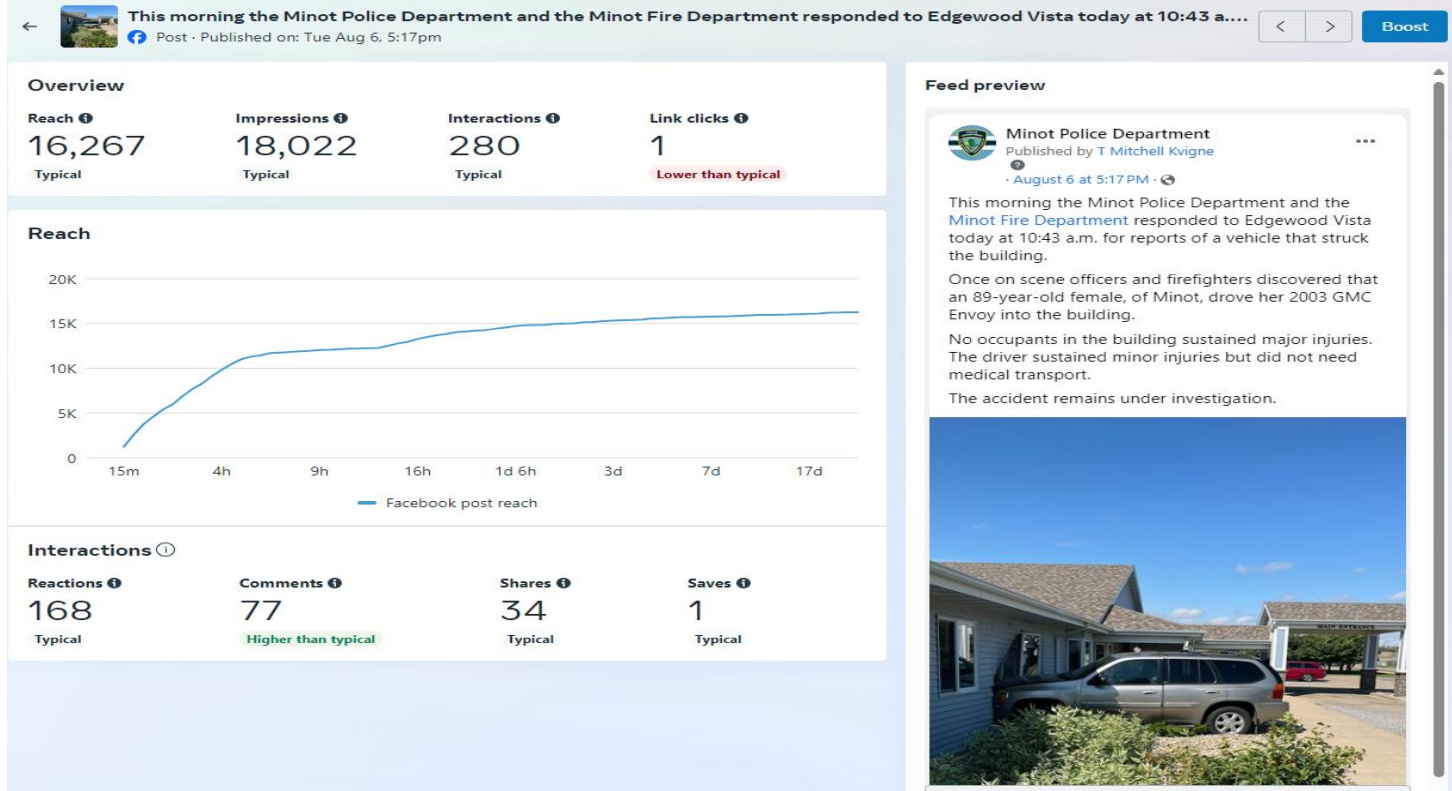
Our top performing posts for Facebook: Lemonade Stand post, reached 16,645. Dive training photo post received 15,125 in post reach.





Police Department

- Started posting a month recap to touch on the number of calls for service for the department, had a decent amount on reach 6.7K.
- Three media releases were sent out this month for incidents that occurred.
- I joined the K9 team during an annual training to get photos and videos and observe their process during the training to have a better understanding of what they do. Also attended SWAT annual fitness training.
- Our Facebook reach for the month of August was 152,678 which is the second highest for the year and we gained 259 new followers and had 38,000 visits to our Facebook page
- Our top performing posts (not including media releases) for the month were as follows:





Date: August 29, 2024
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (September 2024)

Pursuant to Minot City Code of Ordinances, Section 2-30(a)(3), the following items are submitted as a summary of some of the matters addressed by the City Attorney's Office in the month prior to the September 3, 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 9/30/24

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 property closing.

After the \$200,000 advance of the purchase price was delivered to Sellers, the Sellers approached the City regarding an extension of the Closing Date to the end of September. The Council approved an addendum to the purchase agreement allowing this extension at its August 5, 2024 regular meeting.

September: Closing is scheduled to occur on September 30, 2024.

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

Counsel: John Warcup
Opposing Counsel: Jessica Klein
Current Status: Closed in District Court
Closing pending

On May 3, 2021, the City Council commenced eminent domain proceedings relating to a property owned by Minot Moose Lodge #822. 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.

September: City staff and the Moose Lodge’s attorneys are working through final closing details, and anticipates this matter closed by the end of the week.

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 approved by City Council on August 5, 2024

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 have 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 the City Council approved an eminent domain resolution at its August 5, 2024 regular meeting.

September: The City’s contract counsel is drafting eminent domain pleadings and preparing to commence the civil action.

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 in District Court
City served Summons and Complaint on February 3, 2022

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.

September: 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.

September: Discovery has concluded, and a Motions and Pretrial Conference hearing that was initially scheduled for February, 2025, was rescheduled for 3:00pm on Monday, January 13, 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 appointed attorney Bryan Van Grinsven to represent the City in response to the appeal. The City and RMM submitted briefs on the matter to the District Court, and 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. The City and RMM submitted appellate briefs to the NDSC.

September: Oral argument before the ND Supreme Court will occur at 9am on September 24, 2024.

4. Nathan Properties, LLC Appeal

Counsel: John Warcup
Appointed by NDIRF

Opposing Counsel: Jessica Lee Klein

Current Status: Negotiations are ongoing.
Nathan Properties, LLC's brief due with the Court on August 30, 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.

September: Negotiations are ongoing and on August 13, 2024, the District Court entered a briefing order requiring Nathan Properties, LLC to file their brief on or before August 30, 2024, the City to file its response within thirty days after the filing of Nathan Properties, LLC's brief, and Nathan Properties, LLC an opportunity to file a reply brief within fourteen days after the City files its brief. Either party may request oral argument, or the Court may schedule the same.

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 approved by City Council on August 5, 2024

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.

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 agreed that negotiations with the property owner were not progressing, and the City Council passed a resolution authorizing use of eminent domain on August 5, 2024.

September: The City’s contract counsel is drafting eminent domain pleadings and preparing to commence the civil action.

6. First Western Bank & Trust v. a Homeowner, City of Minot, et. al.

Counsel: John Warcup

Opposing Counsel: Richard P. Olson

Current Status: Unfiled at District Court
City served Summons and Complaint on August 5, 2024

The City of Minot was served a Summons and Complaint on August 5, 2024 by First Western Bank & Trust, commencing a foreclosure action on real property. The City of Minot provided the Homeowner federal funds under the Homeowner Rehabilitation and Reconstruction Program (HHR) to improve the real property, and claims a security interest in the same, which First Western Bank & Trust alleges is junior and inferior to their priority to any funds received from the foreclosure action.

September: At its August 19, 202 meeting, the City retained John Warcup to assist with responding to this Complaint and to assist with any similarly situated matters concerning the City’s HHR program, and Short-Term Rental Rehabilitation Program funds.

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. 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.

- d. **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.
- e. **Demolition/Remedial Work Orders:** The City Attorney discussed remediation and demolition orders with the Building Official and PD.
- f. **Snow Removal After Action Review (2023-24):** Attorneys Schmitz and Dickerson attended an AAR to discuss last year's snow removal plan.
- g. **Snow Removal Procedures:** Attorneys Schmitz and Dickerson have been attending meetings with Public Works staff to discuss snow removal policies and procedures for next year.
- h. **Council Decorum and Procedures Memo:** City Attorney Stalheim finalized and circulated a memo outlining typical Council Procedures and Decorum.
- i. **Downtown Lights:** The City Attorneys continue to field questions from City staff regarding the downtown lights.
- j. **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.
- k. **ICMA Agreement to Participate in Veterans Local Government Management Fellowship:** Attorney Stalheim reviewed and approved the agreement.
- l. **Airport Concession Agreement:** Attorney Dickerson and Attorney Stalheim reviewed and discussed the change of ownership of the Airport Concession Agreement with City staff.
- m. **Wastewater Master Service Agreements:** Attorney Dickerson reviewed and approved the MSAs.
- n. **Employee Auction Services Contract:** Attorney Dickerson reviewed and discussed this contract with City staff.
- o. **Myla Property, LLC Irrevocable Letter of Credit:** Attorney Dickerson reviewed and approved the letter of credit.
- p. **Airport lease assignment:** Attorney Dickerson reviewed the consent agreement to assign an airport lease from Perry Weisberg to KP Stunt Productions.
- q. **Special City Attorney Appointment:** Attorney Stalheim discussed the home rehabilitation program and short-term rental rehabilitation programs with Attorney Warcup and the City's federal grant compliance staff.
- r. **Customs and Border Patrol Lease:** Attorney Dickerson has been reviewing an airport lease with customs and border patrol.
- s. **Federal Aviation Administration Lease:** Attorney Dickerson has been reviewing an airport lease with the FAA.

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.
- b. **Street Parking:** Attorney Schmitz drafted an ordinance for the Council's consideration regarding street parking.

3. **Special City Council Meeting:** Attorneys Stalheim and Dickerson attended the special city council meeting on August 26, 2024.

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

5. **Internships:** The City Attorney's Office will be hosting two interns this semester, who will learn more about the City Attorney's Office and the work we do.
6. **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. **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:

- b.

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

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

December	79	151	230
totals	1181	2858	4039

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

On August 19, 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: Tom Ross, Mike Blessum, Lisa Olson, Mark Jantzer, Rob Fuller, Scott Samuelson, Paul Pitner

Members Absent: None

PLEDGE OF ALLEGIANCE

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

MAYOR'S REPORT

Mayor Ross attended air quality monitor discussions, one-on-one with the City Manager, ribbon cutting at First Western Bank, a fundraiser for local firefighters' family, a Task Force 21 meeting, a meeting with Kraus Anderson, a sister city discussion, Visit Minot Meeting, a Business After Hours event, spoke at the Sertoma meeting, a meeting with Representative Kelly Armstrong. The Mayor will be speaking at Minot North High School to welcome the staff back on Tuesday and will also be welcoming other surrounding city's Chamber of Commerce members on Tuesday.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council. David Lakefield, Finance Director, presented about the City of Minot's reserve fund levels.

PLANNING COMMISSION

AUGUST 2024 PLANNING COMMISSION MEETING MINUTES

PUBLIC HEARING: PRELIMINARY PLAT - COPACETIC ADDITION

The motion to close the public hearing and approve the Major Subdivision Preliminary Plat for Copacetic Addition with the condition that the right- of-way along the section line and required utilities easements be dedicated on the final plat was initiated by City Council Member Fuller, 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.

PUBLIC HEARING - PUBLIC ZONE PLAN REVIEW - PUBLIC WORKS SALT AND SAND BUILDING

The motion to close the public hearing and approve the Public Land Development Master Plan 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.

PUBLIC HEARING: PRELIMINARY PLAT & ZONING MAP AMENDMENT

The motion to close the public hearing and pass the Zoning Map Amendment ordinance on first reading and direct staff to begin a future Land Use Development Amendment on the north half of Highway 2 corridor changing it from Gateway Commercial to Light Industrial 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.

Alderman Pitner would also like to direct staff to look into gateway overlays in the corridors.

PUBLIC HEARING

PUBLIC HEARING - ENGLE COURT AFFORDABLE HOUSING COMPLEX

The motion to close the public hearing and proceed with the submission of the CDBG application to the State of ND 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.

PUBLIC HEARING: DEMOLITION OF DANGEROUS BUILDING, LOCATED AT 112 8TH AVE NW

The motion to close the public hearing 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.

The motion to find that the damaged residence located at 112 8th Ave NW, Minot, ND 58703 is a dangerous building as defined by City Ordinance Sec. 9-2 (11) and 9-11(1) - (8); and direct City staff to collect three bids to demolish the building(s) and select the best and most cost-effective bid 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.

PUBLIC HEARING: DEMOLITION OF DANGEROUS BUILDING, LOCATED AT 101 & 103 8TH AVE SE

The motion to close the public hearing and find that the damaged residence located at 101 & 103 8th Ave SE, Minot, ND 58701 is a dangerous building as defined by City Ordinance Sec. 9-2 (11) and 9-11(1) - (8); and direct City staff to collect three bids to demolish the building(s) and select the best and most cost-effective bid. 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 consent items 7.1-7.6, 7.8-7.10, 7.12-7.13, and 7.15-7.17 with the recommended actions 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 MINUTES- Approve the minutes of the July 30, 2024, Budget Q & A meeting and the August 5, 2024, Regular City Council meeting.

ORDINANCES - Approve the following ordinances on second reading:

1. Ordinance No 5986 - 2024 BA - PD Cordico App
2. Ordinance No 5987 - 2024 BA - Donation for Library Digitization
3. Ordinance No 5988 - 2024 BA - Airport Fire Panel Replacement
4. Ordinance No 5989 - 2024 BA - (6) Street Graders Lease Buyout
5. Ordinance No 5990 - 2024 BA - Regional Carbon Dioxide Facility
6. Ordinance No 5991 - 2024 BA - CRISI Grant Amendment #2

ADMINISTRATIVE APPROVALS – Ratify the following administratively approved requests:

1. Special Event Permit for The Ranger Lounge (1218 S Broadway).
2. Special Event Permit 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 Landing Bar and Bottleshop (2015 N Broadway).
5. Community Rocks, Inc. to conduct a raffle on August 24, 2024 at MSU Summer Theater (1357-1573 7th St NW).
6. Minot High School Trap Team to conduct raffle November 1-30, 2024 at Minot North High School (2000 21st Ave NW).
7. Minot State University to conduct raffles from August 23, 2024 through February 26, 2025 at MSU (500 University Ave W).
8. Minot Indoor Rodeo, Inc to conduct a raffle on October 26, 2024 at Minot Auditorium (420 3rd Ave SW).
9. Operation Warm Heart to conduct a raffle on August 3, 2024 at Corbett Field (1124 E Burdick Exwy).
10. Souris Valley Animal Shelter to conduct a raffle on August 6, 2024 at Corbett Field (1124 E Burdick Exwy).

MAYORAL APPOINTMENTS – Confirm the following Mayoral Appointments:

- Becky Bertsch to replace Mitch Kraft on the Special Assessment Committee, with a term to expire August 2030.
- Scott Collins to replace Dean Lenertz on the Special Assessment Committee, with a term to expire August 2030.
- Braxton Heupel to replace Jason Zimmerman on the Special Assessment Committee, with a term to expire August 2030.
- Alderman Pitner to replace former Alderwoman Carrie Evans as an alternate on the MPO Policy Board.

ALCOHOLIC BEVERAGE LICENSE - BASECAMP INDIAN KITCHEN – Approve a Supper Club license for the Basecamp Indian Kitchen at 1425 24th Ave SW for the period of August 19, 2024 through December 31, 2024.

CITY ASSESSOR'S PROPERTY RECORD WEBSITE CONTRACT RENEWAL - VANGUARD APPRAISALS, INC. - Approve the website service contract between Vanguard Appraisals, Inc. and the City of Minot and authorize the Mayor to sign the contract.

ICMA AGREEMENT TO PARTICIPATE IN VETERANS LOCAL GOVERNMENT MANAGEMENT FELLOWSHIP - Approve the agreement to participate in the Veterans Local Government Fellowship; and authorize the Mayor sign the agreement on behalf of the City of Minot.

CONSENT TO THE CHANGE OF OWNERSHIP FROM OAKWELLS COMMUTER RAIL, LLC TO TAILWIND HOSPITALITY, INC. - Consent to the change of ownership from Oakwells Commuter Rail, LLC to Tailwind Hospitality, Inc. contingent on the closing occurring within 10 business-days of the anticipated transaction date, August 29, 2024; direct staff to draft an amendment to the Concession Agreement to reflect the new owner's name and contact information following proof of sales documents is provided; and approve the Mayor to sign all applicable documents.

SPECIAL ASSESSMENT APPROVAL; SIDEWALK REPAIR (4713) - Approve the assessment roll for Sidewalk Repair project 4713.

WASTEWATER MASTER SERVICE AGREEMENTS - Approve the Master Service Agreements with Ackerman Engineering and Apex Engineering.

BURDICK EXPRESSWAY VIADUCT IMPROVEMENTS - FINAL PAYMENT (4563) - Approve the final payment to the NDDOT in the amount of \$8,010.42; approve the budget amendment in the amount of \$3,224 on first reading; and authorize the Mayor and Finance Director to sign the final certification of local match.

AMENDMENT: MYLA PROPERTY LLC. IRREVOCABLE LETTER OF CREDIT - Approve the amendment to Myla Property, LLC. Irrevocable Letter of Credit and authorize the Mayor to sign the document extending the term of the Letter of Credit.

CONSENT TO ASSIGN AIRPORT LEASE FROM PERRY WEISBERG TO KP STUNT PRODUCTIONS - Approve the consent to assign lease to Kent Pietsch from Perry Weisberg and authorize the Mayor to sign consent to assign lease.

SPECIAL ASSISTANT CITY ATTORNEY APPOINTMENT - JOHN WARCUP - Appoint John Warcup as a special city attorney to represent the City and respond to the attached foreclosure complaint; and appoint John Warcup as a special city attorney to assist with any similar federal grant compliance matters.

APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

The motion to approve the July 2024 general accounts receivable write-offs was initiated by City Council Member Blessum, 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.

MREFPP MI-7E - CONCURRENCE OF BID AWARD

The motion to concur with the award recommendation by the SRJB to Wagner Construction, Inc. in the amount of \$35,177,052.12 was initiated by City Council Member Jantzer, 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.

USE OF A CITY EMPLOYEE'S ONLINE AUCTION SERVICES FOR SURPLUS VEHICLES ONLINE AUCTION

The motion to approve the utilization of the City of Minot employee for the online auction to dispose of the surplus equipment in accordance with Sec 2-4 of the Minot Municipal code; and authorize the Mayor to sign the Auction Services auction agreement was initiated by City Council Member Jantzer, 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.

ACTION ITEMS

DRIVEWAY APPEAL AND REQUEST FOR SPECIAL PERMIT - 1109 HIAWATHA ST SE

The motion to approve the special permit for 1109 Hiawatha St SE and allow a driveway width to a maximum of 51 feet at the curb line to be constructed in conformance with Chapter 28 of the Code of Ordinances was initiated by City Council Member Fuller, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: Rob Fuller, Tom Ross.

STORM SEWER DISTRICT 124 CONTRACT AMENDMENT AND PROJECT UPDATE

The motion to approve the contract amendment with Ackerman Estvold and authorize the Mayor to sign the amendment; and approve the attached reimbursement resolution was initiated by City Council Member Pitner, 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; nays: Scott Samuelson.

NW AREA WATERMAIN REPLACEMENT - CONTRACT AMENDMENT (4656)

The motion to approve the contract amendment in the amount of \$76,890.35 for Houston Engineering for additional services performed during the NW Area Watermain Replacement Project; and approve a budget amendment to allocate funds from cash reserves on first reading 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.

TRANSIT CENTER - 1ST ST SW PARKING REVISION (4741)

City Council Member Blessum motioned to pass the following parking related ordinances for the Transit Center relocation:

- A. Remove the parking restriction on the west side of 1st Street SW between Burdick Expwy W and 3rd Avenue SW.
- B. Restrict parking on the west side of 1st Street SW for 170-feet south of the center of 3rd Avenue SW.

The motion was 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.

STAFF DIRECTION ON ORNAMENTAL LIGHTING ORDINANCE

City Council member motioned to approve Alternative #2: Delete Section 3.1-10.D.3 of the Land Development Ordinance (LDO) and replace it with the following:

"Ornamental lighting that interferes with local aviation operations is not permitted and must be removed. The Minot International Airport Director will provide direction to citizens and staff regarding whether or not ornamental lighting will interfere with local aviation operations."

The motion was 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.

2024 WATERMAIN REPLACEMENT - BUDGET AMENDMENT (4816/4817)

The motion to approve a budget amendment on first reading to appropriate funds for the two projects that were awarded in May was initiated by City Council Member Fuller, 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.

PERSONAL APPEARANCES - There were no personal appearances.

MISCELLANEOUS AND DISCUSSION ITEMS

BROWN & BROWN PRESENTATION

Katie Veidel presented to the City Council from Brown & Brown about the City of Minot self-funded benefit renewals for 2025.

COUNCIL PRESIDENT'S LETTER OF RECOMMENDATION ON 2025 BUDGET

Council President Mark Jantzer presented his 2025 Budget President's Letter to the City Council.

LIAISON REPORTS

Alderman Fuller attended the Library Board meeting and the Ward County Planning Council meeting. Alderman Jantzer has the Pension Board meeting and MPO Policy Board meeting this upcoming week. Alderman Samuelson attended the Ward County Planning Council meeting and has the Pension Board meeting this upcoming week. Alderman Blessum and Alderman Pitner had no meetings to report on at the time. Alderwoman Olson mentioned the ribbon cutting for the CTE Downtown.

ADJOURNMENT

The motion to adjourn the meeting at 9:10 pm 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.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

On August 26, 2024, a Special Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Ross called the meeting to order at 2:30 pm.

ROLL CALL

Members Present:

Blessum, Fuller, Jantzer, Olson, Pitner, Ross, Samuelson

Members Absent:

None

PLEDGE OF ALLEGIANCE

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

EXECUTIVE SESSION: RETAIL LIQUOR LICENSE CAP REMOVAL & EXECUTIVE SESSION: FEDERAL GRANT COMPLIANCE

Mayor Ross stated the next items on the agenda are two executive sessions. Agenda Item #3 is an executive session for attorney consultation regarding removal of the City's Retail Liquor License Cap. Agenda Item #4 is for attorney consultation regarding the City's federal grant compliance files. The legal authority for closing this portion of the meeting is North Dakota Century Code Sections 44-04-19, 44-04-19.1, and 44-04-19.2.

At this time, a motion would be in order to discuss agenda items number 3 & 4 in executive session.

The motion to approve the City Council move into executive session was initiated by City Council Member Pitner, 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.

The executive session will be recorded and all members of the Council are reminded to limit their discussion during the executive session to the announced topic. Any collective decision, collective commitment, or other final action by the Council will occur after it reconvenes in an open meeting, unless final action is specifically required by law to be taken during the executive session. In this situation, the prohibition on taking final action during the executive session does not apply to providing guidance or instructions to our attorneys.

At this time the Council will relocate to the City Council conference room adjoining Council Chambers. During the executive session, members of the public attending the meeting are welcome remain in Council Chambers. We anticipate adjourning the executive session, and returning to the dais to reconvene the open portion of this meeting, at approximately 3:30 pm.

The executive session on item #3 began at 2:34 pm and was attended by all members of the City Council, as well as the Mayor, City Clerk, City Attorney, Assistant City Manager, City Manager, Finance Director, the Communication and Engagement Manager, Chief of Police, Community Development Director, Assistant City Attorney, and Katie Schmidt.

Katie Schmidt, Chief of Police, and Community Development Director exited the executive session at 2:59. The executive session on item #4 began at 2:59 pm and was attended by all members of the City Council, as well as the Mayor, City Clerk, City Attorney, Assistant City Manager, City Manager, Finance Director, the Communication and Engagement Manager, Assistant City Attorney, NDR Program Administrator, and Internal Auditor.

At 3:56 pm, the motion to approve the City Council move into open session and return to dais 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.

POTENTIAL ACTION FOLLOWING EXECUTIVE SESSION

The motion to release the memo from outside counsel regarding removal of the City's Retail Liquor License Cap and direct the Alcohol Ordinance Review and Rewrite Committee to bring back recommendations to City Council 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.

ADJOURNMENT

The motion to adjourn the meeting at 4:03 pm was initiated by City Council Member Pitner, 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.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 5992

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
WATER DISTRIBUTION CAPITAL INFRASTRUCTURE REVENUES AND
EXPENSES FOR THE WESTFIELD AND UNIVERSITY WATERMAIN
REPLACEMENT PROJECTS.**

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

- §1: Amend the 2024 annual budget to increase the Water Distribution capital infrastructure revenues and expenses for the Westfield and University Watermain Replacement projects:

14000000-33500		\$5,556,181
14000000-39340		4,092,666
14061000-57200		9,648,847

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

PASSED FIRST READING: August 19, 2024

PASSED SECOND READING: September 3, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO. 5993

AN ORDINANCE ADDING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN CHAPTER 20, ARTICLE 1, SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES.

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

Section 1. The following described zone is hereby removed to the list of City Council created traffic restrictions provided for in **SECTION 20-2 (a) (3): NO PARKING ZONES**

- 1. West side of 1st Street SW between 3rd Avenue SW and Burdick Expressway W**

Section 1. The following described zone is hereby added to the list of City Council created traffic restrictions provided for in **SECTION 20-2 (a) (3): NO PARKING ZONES**

- 1. West side of 1st Street SW for 170-feet south of 3rd Avenue SW**

Section 3. This ordinance shall be in full force and effect from and after its approval, passage and proper sign posting.

Section 4. Penalty Clause: The penalty for any violation of the provisions of the ordinance shall be in accordance with Section 1-8 of the City of Minot Code of Ordinances.

PASSED FIRST READING:

August 19, 2024

PASSED SECOND READING:

September 3, 2024

APPROVED:

Thomas Ross, Mayor

ATTEST:

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5994

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE WATER DISTRIBUTION CAPITAL INFRASTRUCTURE EXPENSE FOR THE NORTHWEST MINOT WATER REPLACEMENT PROJECT 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 Distribution capital infrastructure expense for the Northwest Minot Water Replacement project:

14061000-57200		\$76,891
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- §2: Approve the transfer of Water Sewer cash reserves:

14061000-49106		\$42,036
14000000-39106	2021610002	(42,036)

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

PASSED FIRST READING: August 19, 2024

PASSED SECOND READING: September 3, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 5995

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE STREET CAPITAL INFRASTRUCTURE EXPENDITURES FOR THE REMAINING PAYMENT FOR THE BURDICK EXPRESSWAY VIADUCT REHABILITATION PROJECT.

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

- §1: Amend the 2024 annual budget to increase the Street capital infrastructure expenditures for the remaining payment for the burdick expressway viaduct rehabilitation project:

41040000-57200	2022400002	\$3,224
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: August 19, 2024

PASSED SECOND READING: September 3, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO. 5857

AN ORDINANCE REZONING FOREST ACRES 2ND ADDITION FROM “R1” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “P” PUBLIC DISTRICT.

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

Section 1. That the property described below is hereby zoned **“P” PUBLIC DISTRICT:**

FOREST ACRES 2ND ADDITION

Section 2. The **“P” Public District** zoning of the above described property and any development thereof shall be in accordance with said zoning district’s provisions as set forth in the Land Development Ordinance of the City of Minot. Further, the “P” Public District shall follow the general layout and uses as determined by the approved Master Plan on file at the City.

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

PASSED FIRST READING:

May 15, 2023

PASSED SECOND READING:

September 3, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor

ORDINANCE NO. 5858

AN ORDINANCE REZONING LOTS 12, 13, 34 THRU 44 AND A VACATED PORTION OF FOREST ROAD, AMENDED PLAT OF LOTS 1 THRU 15, 65 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA FROM “R1” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “P” PUBLIC ZONE.

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

Section 1. That the property described below is hereby zoned **“P” PUBLIC**:

LOTS 12, 13, 34 THRU 44 AND A VACATED PORTION OF FOREST ROAD, AMENDED PLAT OF LOTS 1 THRU 15, 65 THRU 47 AND LOTS 55, 56 & 62 OF WESTWOOD REARRANGEMENT OF VALLIE ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

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

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

PASSED FIRST READING:

May 15, 2023

PASSED SECOND READING:

September 3, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: September 3, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Special Event Permit for Dakota Sun Wines (955 73rd Ave NE Carrington, ND).**
- 2. Five 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 Bones BBQ (437 N Broadway).**
- 5. Three Special Event Permits for Pointe of View Winery (8413 19th Ave NW Burlington, ND).**
- 6. Three Special Event Permits for Arny's 2.0 (12 3rd St SE).**
- 7. Special Event Permit for Saul's (105 1st St SE Basement).**
- 8. Two Special Event Permits for Off the Vine (15 Main St S.).**
- 9. Northern Infidels MC Club to conduct a raffle on August 31, 2024 at NIMC Clubhouse (305 4th Ave NW).**
- 10. Sons of Norway Thor Lodge 4-067 to conduct a raffle December 16, 2024 at Sons of Norway Lodge (1020 S Broadway).**
- 11. Power of 1 to conduct a raffle on August 30, 2024 at MSU Dome (500 University Ave W).**
- 12. Minot Social Club for Exceptional Persons, 2nd Story to conduct a raffle on September 20, 2024 at The Spot (6 2nd St NE).**
- 13. Friends of the Minot Public Library to conduct a raffle on November 16, 2024 at Minot Public Library (516 2nd Ave SW).**
- 14. Minot High Volleyball Boosters to conduct a sports pool from September 9, 2024 through November 15, 2024 at Minot High School (1100 11th Ave SW).**
- 15. Kiwanis Club of Minot to conduct a raffle on October 13, 2024 at the Moose Lodge (400 9th St SW).**
- 16. Minot North Volleyball to conduct raffles and a sports pool from September 9, 2024 through February 9, 2025 at Minot North High School (2100 21st Ave NW).**

17. Minot High Cheer Booster Club to conduct raffles and a calendar raffle from September 27, 2024 through March 16, 2025 at Minot High School (1100 11th Ave SW).

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.

Department: Airport	
Name	Gross Pay
Brock, Vanessa M	\$ 5,586.47
Brock, William	\$ 6,255.00
Choi, Alex M	\$ 8,638.96
Clark, Benjamin P	\$ 5,862.97
Davis, Brandon	\$ 6,875.28
Depriest, Isaac	\$ 6,191.03
DesLauriers, Philip Joseph	\$ 352.60
Dickson, Earnest edward	\$ 5,354.00
Draper, David	\$ 7,343.92
Eckman, Jennifer Kristin	\$ 17,717.37
Eritano, Dominic Edwin	\$ 2,783.49
Kaminski, Thomas	\$ 5,355.90
Klein, Craig A	\$ 5,687.66
Long, Jessica	\$ 9,376.64
McCuaig, Tyler	\$ 4,507.12
Moody, Sharon	\$ 6,165.23
Norby, Judy	\$ 5,772.18
Ortiz-Pabon, Nelson	\$ 6,200.73
Porreca, Michael C	\$ 2,914.07
Rafala, Michael	\$ 8,502.74
Romanick, Maria C	\$ 9,851.41
Romero, Melvin Frederick	\$ 4,653.33
Schriock, Brittany R	\$ 4,820.46
Takashige, Alec N	\$ 7,615.89
Urban, Randy N	\$ 4,604.14
Totals for Department Airport	
Total	\$ 158,988.59

Department: Assessors	
Name	Gross Pay
Druse, Damon	\$ 12,505.74
Kamrowski, Ryan L	\$ 13,458.22
Lovelace, Daniel D	\$ 9,875.90
Maragos, Sheila M	\$ 10,375.40
Nelson, Chelsy	\$ 5,524.04
Schlecht, Dustin J	\$ 10,633.64
Totals for Department Assessors	
Total	\$ 62,372.94

Department: Cemetery	
Name	Gross Pay

Name	Gross Pay
Fried, Delaney Jo	\$ 2,502.03
Roteliuk, Rondel R	\$ 10,122.56
Sanford, Allison Beth	\$ 7,827.47
Seifert, James R	\$ 6,397.39
Stoll, RoxAnne Kelly	\$ 2,760.90
Zietz, Cole J	\$ 6,102.21
Zietz, Nicholas	\$ 4,228.95
Totals for Department Cemetery	
Total	\$ 39,941.51

Department: City Attorney	
Name	Gross Pay
Dickerson, Corbin	\$ 12,204.31
Henjum, Nathaniel	\$ 6,636.43
Horst, Nancy	\$ 8,045.76
Schmitz, Nick	\$ 11,145.80
Stalheim, Stefanie	\$ 16,949.49
Totals for Department City Attorney	
Total	\$ 54,981.79

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	\$ 19,968.04
McWilliams, Mikayla	\$ 9,147.97
Schraeder, Ann M	\$ 7,122.08
Stewart, Harold Leroy	\$ 23,216.61
Totals for Department City Manager	
Total	\$ 59,454.70

Department: City Shop	
Name	Gross Pay
Anderson, Robbie	\$ 6,360.62
Headrick, Jesse	\$ 5,519.06
Hermanson, Brook A	\$ 9,503.68
Marsh, Timothy D	\$ 7,640.90
Ortmann, Donald G	\$ 8,987.23
Rivera, Frank R	\$ 6,763.89
Schaubroeck, April S	\$ 5,218.15
Schmidt, Charles Joseph	\$ 10,667.48
Smith, Zachary Thomas	\$ 4,489.13
Whetstine, Koby W	\$ 5,930.03
Totals for Department City Shop	
Total	\$ 71,080.17

Department: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 10,125.98
Bjertness, Lacie J	\$ 6,877.63
Brown, Justice	\$ 6,831.61
Christie, Sean A	\$ 13,296.18
Evans, Amy	\$ 6,152.71
Fahy, Wayne W	\$ 10,151.84
Haugan, Margaret H	\$ 11,482.56
Lausch, Jacqueline	\$ 9,991.20
Lonis, Ashleigh	\$ 7,928.06
Mindt, Haley Marie	\$ 4,569.67
Newman, Samantha	\$ 8,119.84
ONeill, Renae Dawn	\$ 2,375.39
Plumadore, Maggie	\$ 5,626.52
Roehm, Brandi	\$ 5,522.39
Schoen, Molly	
Sorensen, Elizabeth A	\$ 11,958.59
Van Hill, Shanlya M	\$ 11,631.16
Totals for Department Dispatch	
Total	\$ 132,641.33

Department: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 10,048.50
Foley, Taylor	\$ 6,973.68
Hernandez, Gabriel	\$ 6,163.44
Hoffart, Jesse	\$ 10,097.56

Name	Gross Pay
Huettl, Emily	\$ 13,919.66
King, Matthew R	\$ 10,097.56
Meyer, Lance E	\$ 18,246.42
Ramos, Nicole	\$ 8,286.48
Randash, Alexander X	\$ 3,235.02
Romann, Alicia A	\$ 7,507.63
Steckler, Thomas E	\$ 11,145.80
Swartz-Dahl, Sami	\$ 7,145.65
Vorgitch, Julia	\$ 6,636.43
Totals for Department Engineering	
Total	\$ 119,503.83

Department: Finance	
Name	Gross Pay
Burns, Callie S	\$ 9,147.97
Grabow, Randi L	\$ 7,508.11
Lakefield, David	\$ 18,784.06
Molina, Crystal R	\$ 6,886.85
Nerem, Laurisa	\$ 6,474.24
Olson, Jaelee	\$ 6,822.33
Schmidt, Susan	\$ 7,508.11
Shefstad, Brittany J	\$ 8,494.64
Shelkey, Melody L	\$ 10,898.98
Stein, Jeanne	\$ 10,097.56
Van Grinsven, Kristin	\$ 9,376.64
Variste, Jeanny	\$ 6,914.90
Zeece, Holly	\$ 8,085.43
Zelinski, Jenna M	\$ 12,027.91
Totals for Department Finance	
Total	\$ 129,027.73

Department: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 12,610.60
Berg, Lorie A	\$ 8,603.26
Brown, Robby	\$ 9,400.45
Hammer, Stuart	\$ 9,400.45
Kronsnabel-Dostert, Kelli	\$ 18,759.06
Seifert, Travis J	\$ 10,244.25
Summers, Dana W	\$ 8,949.22
Weber, Brent A	\$ 12,610.60
Totals for Department Fire - Administration	
Total	\$ 90,577.89

Department: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 11,794.78
Allen, Scott	\$ 8,317.07
Anderson, Joseph	\$ 7,002.30
Angelo, Jason	\$ 8,573.34
Baker, Griffin Joseph	\$ 6,733.14
Beck, Kyle W	\$ 11,819.24
Berntson, Austin	\$ 7,173.41
Blackwood, Robert	\$ 8,459.28
Boechler, Matthew A	\$ 6,607.43
Burgess, Justin T	\$ 11,294.26
Burns, Austin T	\$ 12,898.41
Christen, Tyler P	\$ 6,941.91
Coleman, Alexander	\$ 8,467.74
Croxall, Jeremy M	\$ 8,926.14
Degele, Travis W	\$ 11,963.83
Dockter, James	\$ 8,288.27
Eull, Mitchell	\$ 8,015.23
Fernandez, Jacob S	\$ 6,473.31
Filkins, Jacob E	\$ 9,111.08
Fylling, Jacob	\$ 7,855.77
Garberg, Tully D	\$ 9,995.02
Ghent, Tyler	\$ 6,021.38
Gilliss, Shane	\$ 12,602.54
Givens, Andrew	\$ 5,865.14
Hanselman, Andrew J	\$ 11,710.26
Hanson, Myles	\$ 6,941.91
Hardy, Glen A	\$ 14,027.00
Haskins, Patrick	\$ 5,764.96
Hayden, Jameson	\$ 7,165.86
Kristiansen, Hans	\$ 11,189.45
Laks, Damon	\$ 7,499.91
Laskowski, Paul J	\$ 12,124.43
Lentz, Jacob W	\$ 13,028.85
Mathieson, Mark	\$ 7,888.93
Maxwell, Mason W	\$ 14,496.40
Meadows, Casey D	\$ 11,574.67
Meadows, Jaydee	\$ 7,994.01
Meyer, Trent	\$ 6,142.90
Nerem, Jesse	\$ 8,174.69
Newman, Phillip	\$ 9,070.30
Olson, Joshua	\$ 8,449.33
Orr, Jeremiah	\$ 8,952.49
Peterson, Aaron P	\$ 11,777.88

Name	Gross Pay
Raymond, Daniel	\$ 10,576.70
Rice, Alec D	\$ 6,746.16
Rohrbach, Robert A	\$ 9,314.64
Ross, Michael T	\$ 7,852.83
Rostberg, Casey	\$ 8,630.98
Safranski, Dustin M	\$ 9,700.62
Schill, Kyle	\$ 8,060.79
Schriock, Kerry W	\$ 12,572.41
Shoemaker, Charles	\$ 9,313.29
Sickles, Chad	\$ 8,336.62
Staples, Kayden	\$ 5,986.66
Tancabel, Andrew	\$ 10,316.33
Taylor, Matthew	\$ 5,986.66
Tougas, Brady W	\$ 7,022.43
Urban, Augustus	\$ 6,361.90
Walhood, Bradley	\$ 8,099.08
Walter, Devin M	\$ 11,659.54
West, Jason	\$ 10,307.70
Wolf, Hunter	\$ 1,944.00
Zabka, Aaron	\$ 7,992.45
Totals for Department Fire Control	
Total	\$ 561,956.04

Department: Human Resources	
Name	Gross Pay
Jundt, Lisa R	\$ 15,363.18
Porterfield, Monica L	\$ 9,172.97
Scott, Courtney K	\$ 7,350.00
Thurston, Brittany	\$ 9,401.64
Totals for Department Human Resources	
Total	\$ 41,287.79

Department: IT	
Name	Gross Pay
Albertson, Alec	\$ 9,142.71
Herslip, Jacob	\$ 6,064.18
Knudsvig, Miles	\$ 7,942.37
McKibben, Jason S	\$ 13,298.99
Podolski, Tyler	\$ 6,282.92
Ulrickson, Paul M	\$ 12,975.81
Totals for Department IT	
Total	\$ 55,706.98

Department: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 8,707.00
Degroot, Gage	\$ 11,091.29
Dodge, Cindy J	\$ 1,265.31
Falkinburg, Delores D	\$ 7,324.19
Hancock, Thomas	\$ 1,871.50
Kilichowski, Owen J	\$ 8,953.06
Kimball, Michelle L	\$ 7,888.93
Murphy, Michael J	\$ 10,350.40
Sickler, Laurie A	\$ 7,324.19
Tillema, Luke	\$ 13,580.22
Walker, Richard E	\$ 10,436.18
Totals for Department Inspections	
Total	\$ 88,792.27

Department: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 5,889.09
Anderson, Melissa Ann	\$ 4,578.99
Boucher, Robbie R	\$ 6,866.96
Bullard-Wolf, Christina	\$ 7,324.19
Bullard-Wolf, Travis D	\$ 6,944.71
Curelo, Steven	\$ 6,337.06
Foster, Krystle A	\$ 4,712.83
Helgeson, David	\$ 9,327.84
Mullikin, Christopher Ryan	\$ 4,967.30
Reimche, Tyler J	\$ 7,746.06
Shefstad, Allen	\$ 9,739.99
Zuck, Darren S	\$ 7,525.84
Totals for Department Landfill	
Total	\$ 81,960.86

Department: Library	
Name	Gross Pay
Aberle, Craig S	\$ 5,386.39
Bercier, Georgianna	\$ 75.35
Bickell, Destiny Jayd	\$ 4,309.92
Brown, Leah M	\$ 1,907.62
Carswell, Pamela E	\$ 7,205.95
Fagerland, Benjamin	\$ 1,372.28
Hall, Bradley William	\$ 538.09
Humble, Katie	\$ 1,045.02

Name	Gross Pay
Huseth, Valerie	\$ 5,171.58
Julson, Marcia G	\$ 6,483.36
Lien, Kathryn	\$ 5,002.26
Miller, Emily	\$ 117.65
Monley, Randi D	\$ 6,794.73
Moya, Zhaina	\$ 11,347.12
Ostlund, Emily	\$ 6,380.46
Pecoraro, Betty	\$ 2,429.75
Pikka, Joshua	\$ 8,696.69
Possen, Lacey A	\$ 5,835.27
Prevett, Destiney Raine	\$ 848.51
Sartain, Zephyrique	\$ 1,897.37
Schneibel, Veronica	\$ 6,148.98
Smith, Mackenzie Linn	\$ 1,303.46
Timothy, Scott D	\$ 8,157.82
Wernecke, Elizabeth MayLynn	\$ 1,765.30
Wheeler, Mary P	\$ 8,097.64
Williams, David J	\$ 1,411.31
Wolf, Julie M	\$ 5,198.09
Ziegler, Kassandra M	\$ 5,037.52
Totals for Department Library	
Total	\$ 119,965.49

Department: Metro Planning Org	
Name	Gross Pay
Van Dyke, John W	\$ 13,690.56
Totals for Department Metro Planning Org	
Total	\$ 13,690.56

Department: Municipal Court	
Name	Gross Pay
Beall, Ashley	\$ 6,927.24
Glines, Morgan	\$ 1,200.00
Nishek, Laurie	\$ 7,695.80
Santaniello, Gina	\$ 4,939.92
Tallman, Nicole	\$ 6,316.78
Terry, Faron	\$ 300.00
Totals for Department Municipal Court	
Total	\$ 27,379.74

Department: NAWS Biota Plan	
Name	Gross Pay
Walker, James Alonso	\$ 2,043.20

Name	Gross Pay
Totals for Department NAWS Biota Plan	
Total	\$ 2,043.20

Department: National Disaster Recover	
Name	Gross Pay
Barrette, Anthony	\$ 6,802.97
Plank, Christopher J	\$ 8,707.00
Totals for Department National Disaster Recover	
Total	\$ 15,509.97

Department: PW Utility Admin	
Name	Gross Pay
Cofell, Benjamin H	\$ 11,710.19
Cuypers, Anthony J	\$ 6,011.42
Hoyt, Kari L	\$ 8,287.08
Meyer, Veronica M	\$ 12,925.81
Schettler, Tristan	\$ 8,286.48
Sorenson, Jason S	\$ 16,595.16
Totals for Department PW Utility Admin	
Total	\$ 63,816.14

Department: Planning	
Name	Gross Pay
Billingsley, Brian	\$ 16,538.16
Diedrichsen, Douglas Craig	\$ 12,509.56
Falconer, Daniel	\$ 7,088.65
Gartner, Kylee Jo	\$ 3,753.00
Hornberger, Hannah L.	\$ 5,906.73
Rosenthal, Jonathan	
Zietz, Marjorie	\$ 8,045.76
Totals for Department Planning	
Total	\$ 53,841.86

Department: Police - Administration	
Name	Gross Pay
Bachmeier, Kendra	\$ 4,605.76
Chapman, David J	\$ 12,610.60
Church, Jenna J	\$ 4,814.44
Foley, Jared S	\$ 15,798.68
Gessner, Cheryl K	\$ 9,063.32
Guthrie, Trisha K	\$ 6,489.77
Haug, Shane M	\$ 12,925.81

Name	Gross Pay
Klug, John M	\$ 16,656.64
Kolnes, Kimberly	\$ 4,814.44
Olson, Ashley	\$ 6,525.74
Roberts, Christine L	\$ 7,324.19
Sandusky, Caisee M	\$ 13,079.13
Schmidt, Denise	\$ 4,360.77
Shaw, Jarred	\$ 10,700.78
Sumlin, Robbie M	\$ 12,220.88
Sundbakken, Jason J	\$ 14,624.38
Totals for Department Police - Administration	
Total	\$ 156,615.33

Department: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 11,892.48
Denovio, William	\$ 9,362.70
Dyke, Darren M	\$ 12,925.81
Guerton, Kristin	\$ 9,148.63
Hanks, Elijah	\$ 12,598.83
Heringer, Rebecca	\$ 7,048.41
Johnson, Charles S	\$ 11,837.18
Johnson, Greg W	\$ 11,837.59
Lentz, Stephanie M	\$ 13,812.89
Plessas, Dale J	\$ 14,267.76
Reis, Shawn	\$ 11,014.37
Roach, Andrew	\$ 12,025.05
Wheeling, Jill	\$ 5,245.69
Totals for Department Police - Investigations	
Total	\$ 143,017.39

Department: Police - Patrol	
Name	Gross Pay
Andrade, Memorie	\$ 9,589.62
Bach, Kolbe M	\$ 12,953.93
Bambenek, Jason L	\$ 11,137.48
Bartlett, Alec	\$ 10,287.88
Batteiger, Daniel W	\$ 12,255.17
Becker, Krysta	\$ 18,938.42
Berentson, Taylor	\$ 8,640.38
Black, Winston	\$ 3,093.75
Boswell, Jordan	\$ 8,117.96
Burghardt, Thomas	\$ 8,651.66
Burtch, Tyler R	\$ 8,254.19
Carter, Ronald	\$ 10,517.96

Name	Gross Pay
Casarez, Andres	\$ 13,344.63
Connole, Michael W	\$ 7,441.44
Gladback, Belinda	\$ 12,232.64
Gomez, Jose Steven	\$ 6,390.24
Gonzales, Daniel	\$ 9,660.37
Hall, Cullen	\$ 10,489.93
Harrington, Alexander D	\$ 10,792.14
Hathaway, Eric	\$ 9,513.81
Hess, Andrew M	\$ 8,540.26
Hugg, Anthony	\$ 9,157.00
Jensen, Taylor A	\$ 12,937.12
Kiss, Sarah	\$ 9,647.12
Knutson, Zachary W	\$ 8,450.21
Labodda, Seth	\$ 10,267.13
Lakoduk, Ross Allen Macklin	\$ 11,221.47
Lovro, Mary Sanford	\$ 6,512.35
McLeod, Matthew T	\$ 12,610.60
Mehlhoff, Andrew K	\$ 10,730.06
Miller, Gannon E	\$ 9,160.85
Myers, Zackery Colin	\$ 6,975.02
Nielsen, Michael Anthony	\$ 6,964.88
Noyes, Joshua D	\$ 14,701.37
Olson, Jacob	\$ 12,843.02
Petersen, Carrie A	\$ 10,966.04
Pfeiffer, Peggy	\$ 6,922.27
Pollman, Dana	\$ 11,683.25
Presley, Jessica L	\$ 9,518.86
Roberts, Bobby R	\$ 7,724.81
Ruelle, Tyler J	\$ 13,904.48
Schoenrock, Stephen J	\$ 12,064.84
Shaide, Kristian	\$ 11,880.61
Somerville, Amanda M	\$ 8,633.12
Squyres, Heidi	\$ 4,720.52
Stebbleton, Tatum	\$ 8,175.19
Strandemo, Cole A	\$ 11,899.41
Suarez, Jonathan	\$ 7,588.40
Sullivan, Christian	\$ 8,740.90
Sundheim, Justin C	\$ 14,624.38
Washington, Anthony L	\$ 11,539.47
Watne, Mitchell R	\$ 2,209.15
Wegner, Shawn P	\$ 13,161.14
Wheeler, Daniel B	\$ 11,616.43
Wilkes, Jordan R	\$ 7,903.05
Williams, Brian	\$ 9,484.14

Totals for Department Police - Patrol

Name	Gross Pay
Total	\$ 557,982.52

Department: Property Maintenance	
Name	Gross Pay
Coughlin, Brent	\$ 5,555.18
Eichstadt, Jacob	\$ 7,353.72
Espe, Scott A	\$ 5,313.95
Heizelman, Grant L	\$ 3,462.13
Knatterud, Dena M	\$ 5,579.98
Lee, Rebecca	\$ 4,852.83
Reinemann, Christopher Jones	\$ 1,367.28
Sickler, Kevin	\$ 13,161.14
Smith, Samuel Allen	\$ 5,261.10
West, Samantha M	\$ 5,169.26
Totals for Department Property Maintenance	
Total	\$ 57,076.57

Department: Public Information	
Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 9,850.90
Kvigne, T	\$ 7,533.23
Obenchain, Bryan	\$ 7,532.63
Totals for Department Public Information	
Total	\$ 24,916.76

Department: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 15,061.99
Jensen, Debra	\$ 5,446.72
Totals for Department Public Works - Administra	
Total	\$ 20,508.71

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 7,835.52
Hamel, Scott	\$ 8,565.61
Hammer, Reid	\$ 7,114.28
Ingold, Douglas A	\$ 7,115.73
Kraft, Joshua B	\$ 12,327.06
Lakoduk, Daltyn J	\$ 8,202.82
Marten, Harold L	\$ 2,521.06
Oange, Zephaniah N	\$ 7,496.21

Name	Gross Pay
Reynolds, Nicholas R	\$ 10,000.34
Shurtleff, Michael J	\$ 6,150.57
Simonson, Christopher A	\$ 7,377.00
Totals for Department Sanitation	
Total	\$ 84,706.20

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 5,363.50
Brevik, Dax	\$ 7,042.03
Cimino, Robert Paul	\$ 7,209.43
Dutenhafer, Wayne A	\$ 4,814.74
Keller, Eric J	\$ 9,932.34
Kuglin, Troy D	\$ 7,768.23
LaValley, Christopher	\$ 5,225.25
Marmon, Shannon L	\$ 8,840.78
Olstad, Karlain L	\$ 5,314.39
Sloboden, Timothy J	\$ 8,933.34
Vannatta, Michael G	\$ 4,238.79
Totals for Department Sewer Pumping	
Total	\$ 74,682.82

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	\$ 4,735.56
Espe, Mark W	\$ 9,963.51
Heizelman, Dean A	\$ 6,028.21
Herslip, Christopher C	\$ 6,025.29
Hogencamp, Matthew	\$ 5,497.38
Iglesias, Adrian	\$ 7,527.62
Johnson, Colby	\$ 4,710.95
Kueffler, Alexander	\$ 5,377.92
Rockwell, Nicholas paul	\$ 3,488.26
VanSickle, Edward	\$ 1,519.20
Totals for Department Storm-Sewer	
Total	\$ 54,873.90

Department: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 4,585.05
Braaten, Kevin A	\$ 12,925.81
Choquette, Marc F	\$ 7,905.60
Ciccarelli, Robert S	\$ 5,873.29

Name	Gross Pay
Edwards, Nicholas S	\$ 6,238.27
Fredericksen, Brandon L	\$ 8,176.37
Funke, Danny J	\$ 4,882.95
Grant, Zachary L	\$ 10,198.48
Gruse, Richard	\$ 4,814.44
Harvey, Dale A	\$ 8,231.43
Herzog, Rodney	\$ 5,315.71
Horton Hayden, William N	\$ 2,777.86
Huntzinger, Brian D	\$ 8,782.99
Ledoux, Gattlin	\$ 4,011.70
Lower, Robert	\$ 5,867.95
MacKay, Brooke	\$ 6,175.96
Monk, Harry	\$ 4,838.09
Monley, Lucus	\$ 6,960.88
Neuhalfen, Scott J	\$ 4,293.13
Nissen, Jacob	\$ 3,043.40
Oberdick, Wilfred	\$ 6,632.74
Oswalt, Matthew	\$ 6,726.45
Pedersen, Zachary	\$ 4,333.00
Peoples, Patrick Darell	\$ 160.30
Plemel, Jackson T	\$ 4,368.74
Rutherford, Robert Hart	\$ 4,822.91
Sanchez, David L	\$ 5,326.06
Scofield, Garrett D	\$ 4,139.64
Skinner, Lehmann	\$ 8,219.02
Sloboden, Jacob	\$ 1,869.61
Tallman, Abigail R	\$ 3,979.83
Torres, Diego Enrique	\$ 3,877.61
Velimirovich, Milos M	\$ 2,512.80
Vind, Roger T	\$ 7,903.15
Votava, Jon Jared	\$ 4,622.74
Wood, Justin G	\$ 7,771.41
Totals for Department Street Department	
Total	\$ 203,165.37

Department: Traffic	
Name	Gross Pay
Behrens, Jeffrey W	\$ 8,810.55
Bieger, Michael	\$ 5,187.87
Degenstein, Joseph	\$ 6,808.87
Derr, Nathan P	\$ 6,639.63
Joersz, Stephen	\$ 13,634.22
Rodman, David F	\$ 10,772.64
Steen, Jeffery	\$ 2,596.25

Name	Gross Pay
Totals for Department Traffic	
Total	\$ 54,450.03

Department: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	\$ 2,583.12
Billings, Douglas E	\$ 5,449.66
Cooper, Dean	\$ 481.14
Cutaiar, Joseph	\$ 9,198.60
Hochsprung, Kory	\$ 6,485.17
Horinka, Brian L	\$ 13,161.14
Newbury, Tina M	\$ 6,377.10
Nies, Jessi	\$ 181.46
Olson, Sheri	\$ 5,077.74
Robinson, Nicole	\$ 5,320.88
Schalesky, Marty	\$ 5,048.80
Shekleton, Michael	\$ 6,352.51
Sigurdson, Debbie	\$ 1,183.64
Stacy, Brent Allen	\$ 4,786.09
Totals for Department Transit/Bus	
Total	\$ 71,687.05

Department: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 6,315.47
Dutenhafer, Miranda S	\$ 7,710.18
Grilley, Jamie N	\$ 5,185.06
Totals for Department Utility Billing	
Total	\$ 19,210.71

Department: Water Distribution	
Name	Gross Pay
Bergrude, Carson	\$ 5,284.92
Brandt, Kelly G	\$ 10,014.50
Burckhard, Terry	\$ 5,164.47
Burnley, Cory	\$ 5,136.33
Christianson, Kurt A	\$ 8,040.96
Finken, Chad G	\$ 7,668.91
Gable, Joseph shane	\$ 704.74
Hudson, Kasey L	\$ 8,240.52
Kelly, Kevin J	\$ 8,295.31
Knoop, Scot M	\$ 8,070.71
Lockyer, Cody M	\$ 6,735.79

Name	Gross Pay
Opperude, Darin B	\$ 5,539.66
Randash, Brian K	\$ 9,151.67
Reisenauer, Rick	\$ 6,488.18
Reynolds, John E	\$ 11,424.52
Rieke, Dustin B	\$ 8,706.85
Robinson, Derek	\$ 7,441.76
Rockwell, Nicholas paul	\$ 1,644.78
Schnase, Cyndi J	\$ 7,324.20
Sloboden, Jacob	\$ 3,552.35
Westergaard, Steve B	\$ 9,864.10
Wiggins, Kaitlynn	\$ 5,461.49

Totals for Department Water Distribution

Total \$ 149,956.72

Department: Water Treatment Plant	
Name	Gross Pay
Andrysiak, Richard J	\$ 7,145.65
Dinsmoore, Marissa R	\$ 5,500.52
Fjeld, Debra A	\$ 1,615.20
Haider, Mark A	\$ 7,910.64
Hall, Steven M	\$ 1,856.52
Herd, Peter J	\$ 5,321.22
Kittelison, Collin	\$ 6,618.57
Kopp, Timothy J	\$ 7,531.89
Lopez, Ryan	\$ 5,888.12
O'Keefe, Kevin	\$ 6,979.08
Paddock, Mark A	\$ 12,636.62
Parton, Janet L	\$ 7,901.03
Pederson, Robert A	\$ 7,900.37
Plesuk, Sara Dawn	\$ 4,819.83
Racine, Riley	\$ 4,818.03
Reimche, Keith R	\$ 8,125.43
Rensland, Brandon T	\$ 8,080.11
Seifert, Justin R	\$ 9,886.90
Sims, Aaron	\$ 4,835.98
Solberg, Stuart	\$ 1,442.84
Walker, James Alonso	\$ 3,930.63

Totals for Department Water Treatment Plant

Total \$ 130,745.18

Grand Totals

Total \$ 3,856,756.64

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
08/01/2024	JV080124	301713	ACKERMAN ESTVOLD		4727 - TRAFFIC SIGNAL DISTRICT	\$707.70	\$0.00
	JV080124	301714	ACME TOOLS		001; AIR FILTER	\$17.98	\$0.00
	JV080124	301715	ADAPCO, INC.		6 Barrels Trumpet for Mosquito	\$49,147.40	\$0.00
	JV080124	301716	ADP SCREENING & SELECTION SERVICES		Background Check costs	\$387.50	\$0.00
	JV080124	301717	ADVANCED BUSINESS METHODS		2023-2028 COPIER AGREEMENT	\$1,247.45	\$0.00
	JV080124	301718	AMERICAN WELDING & GAS, INC.		Carbon Dioxide	\$8,261.76	\$0.00
	JV080124	301720	AQUA-PURE, INC.		polymer 84401	\$59,085.45	\$0.00
	JV080124	301719	ASSOCIATION OF METROPOLITAN PLANNING ORGANIZATIONS		AMPO ANNUAL CONFERENCE: 9/24-9	\$1,745.00	\$0.00
	JV080124	301722	BAYCOM, INC.		PD Patrol - Panasonic CF33 War	\$2,340.00	\$0.00
	JV080124	301723	BECHTOLD PAVING		19.87 Tons Hot Mix Asphalt	\$718,709.37	\$0.00
	JV080124	301724	BERGER ENTERPRISES, LLC		614 & 701 4TH AVE, 309 9TH ST	\$17,034.63	\$0.00
	JV080124	301725	BOOKSAMILLION.COM		Manga	\$81.55	\$0.00
	JV080124	301726	BRAVERA BANK		2021 WATER/SEWER BACKHOE LEASE	\$10,604.86	\$0.00
	JV080124	301727	CAPITAL ONE		013; 1/4-28 X 1/4" SET SCREW	\$9.00	\$0.00
	JV080124	301728	CASH-WA DISTRIBUTING CO OF		MRS GERRYS SALAD POTATO ORIG	\$285.30	\$0.00
	JV080124	301729	FARGO CENTRAL TRENCHING, INC.		Repair Steering Cylinder Unit	\$1,045.29	\$0.00
	JV080124	301794	CITY OF MINOT		Reil Allery Restitution MI-202	\$70.00	\$0.00
	JV080124	301730	D & J EQUIPMENT SALES & SERVICE.		CAP; MOBILE LIFT BREATHER CAP	\$33.99	\$0.00
	JV080124	301731	DAKOTA FIRE EXTINGUISHER		First Aid Kit Service - CH	\$117.04	\$0.00
	JV080124	301732	DAKOTA FLUID POWER, INC.		HOSE; HYDRAULIC HOSE	\$551.70	\$0.00
	JV080124	301733	DIG IT UP BACKHOE SERVICE		4771.5 - 15TH ST NW STORM SEWE	\$268,834.65	\$0.00
	JV080124	301734	DOMESTIC VIOLENCE CRISIS CENTER		DVCC JAG GRANT PASS THROUGH	\$3,837.01	\$0.00
	JV080124	301735	EAPC		BROADWAY CIRCLE - EAPC	\$687.56	\$0.00
	JV080124	301736	ECOLAB PEST ELIMINATION DIVISION		PEST CONTROL AND AIR QUALITY P	\$551.18	\$0.00
	JV080124	301737	ELDORADO NATIONAL - CALIFORNIA		SWITCH; LOW AIR PRESSURE SWITC	\$48.42	\$0.00
	JV080124	301738	ELECTRIC SERVICE		Electrical Work - Planning	\$285.00	\$0.00
	JV080124	301739	EMPLOYEE ONE TIME PAY	Chad Sickles	Tuition Reimbursement Public A	\$942.30	\$0.00
	JV080124	301740	EMPLOYEE ONE TIME PAY	Dustin Anderson	CDL permit	\$15.00	\$0.00
	JV080124	301741	EMPLOYEE ONE TIME PAY	Jill Wheeling	Training with Fargo PD Intel U	\$47.20	\$0.00
	JV080124	301742	EMPLOYEE ONE TIME PAY	Kimberly Kolnes	Observe Fargo PD- Kimberly Kol	\$59.00	\$0.00
	JV080124	301743	EMPLOYEE ONE TIME PAY	Randi Monley	June & July 2024 Mileage- Rand	\$30.02	\$0.00
	JV080124	301744	EMPLOYEE ONE TIME PAY	Shanlya Van Hill	NENA Conference- Shanlya Van H	\$491.69	\$0.00
	JV080124	301745	ENERBASE		Fuel 19.294	\$26,336.35	\$0.00
	JV080124	301746	FACTORY MOTOR PARTS		004; WIPER BLADE WW2101PF	\$871.40	\$0.00
	JV080124	301747	FARGO GLASS & PAINT COMPANY		GLASS REPLACEMENT	\$1,064.00	\$0.00
	JV080124	301749	FEDEX		SHIPPING	\$1,106.22	\$0.00
	JV080124	301750	FERGUSON ENTERPRISES, INC.		2 2PC BRASS FNPT BV NO HANDLE	\$303.58	\$0.00
	JV080124	301751	FIRE EQUIPMENT CO.		Fire Extinguisher Service - Po	\$162.00	\$0.00
	JV080124	301752	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$748.00	\$0.00

JV080124	301753	FLASHPARKING, INC		FLASH RENEWAL - SOFTWARE	\$17,687.00	\$0.00
JV080124	301754	FLEXIBLE PIPE TOOLS & EQUIPMENT		12 pin connector	\$428.45	\$0.00
JV080124	301755	G & P COMMERCIAL SALES		Bowl Cleaner / Multi-surface c	\$79.28	\$0.00
JV080124	301756	GALE		Large Print Books	\$339.90	\$0.00
JV080124	301757	GALLS, LLC		Shirts for Admin	\$503.08	\$0.00
JV080124	301758	GENERAL ONE TIME PAY	Carl Davidson	Rachelle Millard Restitution M	\$40.00	\$0.00
JV080124	301759	GENERAL ONE TIME PAY	Deborah Scobie	Kacy Spangler Restitution MI-2	\$21.53	\$0.00
JV080124	301760	GENERAL ONE TIME PAY	Delilah Barton	Invoice 19562- Clerical Error-	\$250.00	\$0.00
JV080124	301761	GENERAL ONE TIME PAY	Gina Dickens & Danielle	National disaster resilience C	\$704.00	\$0.00
JV080124	301762	GENERAL ONE TIME PAY	Titel-Dickens John Cimino	National disaster resilience C	\$575.00	\$0.00
JV080124	301763	GENERAL ONE TIME PAY	Kenneth Hewitt	Axl Green Restitution MI-2023-	\$90.00	\$0.00
JV080124	301764	GENERAL ONE TIME PAY	Kevin Weber	Kevin Weber Overpayment on fin	\$40.00	\$0.00
JV080124	301765	GENERAL ONE TIME PAY	Marla A Zeitz	Thomas Chaffin Restitution MI-	\$10.00	\$0.00
JV080124	301766	GENERAL ONE TIME PAY	Minot Housing Authority	National disaster resilience C	\$446.00	\$0.00
JV080124	301767	GENERAL ONE TIME PAY	Morgan Gerst & Shannon	National disaster resilience C	\$1,350.00	\$0.00
JV080124	301768	GENERAL ONE TIME PAY	Meana North Dakota Child Support	Roger Poitra Restitution MI-20	\$50.00	\$0.00
JV080124	301769	GENERAL ONE TIME PAY	Sue Bone	RHC# 18004 (2) cemetery lot ba	\$480.00	\$0.00
JV080124	301770	GENERAL ONE TIME PAY	Tim & Gaylene Ryan	National disaster resilience C	\$309.27	\$0.00
JV080124	301771	GENERAL TRADING		011; RUST PENETRANT	\$362.19	\$0.00
JV080124	301772	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$13.61	\$0.00
JV080124	301773	GOETTLE LAW, PLLC		August 2024 Legal Services	\$3,500.00	\$0.00
JV080124	301775	GRAINGER		HOSE ASSEMBLY; FIRE HOSE REEL	\$521.78	\$0.00
JV080124	301776	GRANITE SPRINGS CO.		Drinking water	\$117.00	\$0.00
JV080124	301777	HAWKINS, INC.		fluoride	\$31,798.28	\$0.00
JV080124	301778	HYDRO KLEAN		4723 - 2024 SANITARY SEWER REH	\$301,675.64	\$0.00
JV080124	301779	INTERNATIONAL CITY MANAGEMENT		City manager pension	\$631.40	\$0.00
JV080124	301780	ASSOCIATION RET INTERSTATE BATTERY		--; CORE	\$92.58	\$0.00
JV080124	301774	SYSTEM JOHN DEERE		mower belt	\$888.55	\$0.00
JV080124	301781	FINANCIAL JOHNSON CONTROLS		Fire Alarm & Detection Monitor	\$384.00	\$0.00
JV080124	301782	FIRE PROTECTION LUMACUVE AIRFIELD		backordered lumacurve bulbs x	\$11,064.27	\$0.00
JV080124	301783	SIGNS M-B COMPANIES, INC		001; PRIMARY AIR FILTER	\$539.82	\$0.00
JV080124	301784	MACS, INC.		--; 1/4 CLEVIS SHACKLE	\$27.96	\$0.00
JV080124	301785	MAIN ELECTRIC		Contract Withholding: 300652	\$197,508.26	\$0.00
JV080124	301786	CONSTRUCTION MARCO, INC.		Marco Copier Maintenance INV 1	\$211.75	\$0.00
JV080124	301787	MATTSON CONSTRUCTION		BROADWAY CIRCLE - MATTSON CONS	\$103,871.27	\$0.00
JV080124	301788	MENARDS		Jimmy Mote Restitution MI-2022	\$40.00	\$0.00
JV080124	301789	MIDWEST TAPE		Children's DVDs	\$114.17	\$0.00
JV080124	301790	MINOT AUTO		004; 4820 WIPER BLADES	\$98.47	\$0.00
JV080124	301791	MINOT DAILY NEWS		Memorial Day Ads - Minot Daily	\$48.60	\$0.00
JV080124	301792	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$835.04	\$0.00
JV080124	301793	MINOT PARK DISTRICT		July 2024 State Aid paid to Pa	\$284,258.08	\$0.00
JV080124	301795	MOORE ENGINEERING, INC.		4667- Edison SRTS Engineering	\$2,297.19	\$0.00
JV080124	301796	NAPA AUTO PARTS		--; CORE	\$2,283.79	\$0.00
JV080124	301797	ND DEPT OF ENVIRONMENTAL QUALITY		Annual Landfill Operator Certi	\$30.00	\$0.00

JV080124	301798	ND DEPT OF WATER		JUL 2024 WATER FROM NAWS	\$61,083.50	\$0.00
JV080124	301799	RESOURCES ND FRATERNAL		Police Union Due's/ Legal Defe	\$702.00	\$0.00
JV080124	301800	ORDER OF POLICE		2025 NDDEQ-PTRCF Registration	\$1,275.00	\$0.00
JV080124	301801	NDDEQ NEW VISION SECURITY,		Fire Alarm Annual Service - Ci	\$1,412.25	\$0.00
JV080124	301802	LLC NICOLETTI-FLATER		Wellness Consultation (x1) ND	\$110.00	\$0.00
JV080124	301803	ASSOCIATES. PLLP NORTHWEST TIRE		Duplicate invoice paid twice	\$5,571.44	\$0.00
JV080124	301804	AND RETREAD NOVA FIRE		Fire System Repair - Renaissance	\$5,420.00	\$0.00
JV080124	301805	PROTECTION CO. NYBAKKEN BODY		PAYMENT FOR REPAIRS TO CAR	\$6,605.18	\$0.00
JV080124	301806	SHOP OAG AVIATION		#34 ANNUAL OAG FLIGHTVIEW	\$6,457.00	\$0.00
JV080124	301807	WORLDWIDE. LLC OLSON'S TOWING		SUBSCRIP TOW TO SHOP	\$512.15	\$0.00
JV080124	301808	OLYMPIC SALES, INC.		Olympic Sales Dumpster lids an	\$973.36	\$0.00
JV080124	301809	OSHKOSH AEROTECH,		replacing jet bridge 5 CPU	\$1,678.59	\$0.00
JV080124	301748	LLC PARKLAND USA		008; DIESEL EXHAUST FLUID	\$29,612.35	\$0.00
JV080124	301721	CORPORATION PEC SOLUTIONS LLC		SECURTIY SYSTEM	\$414.00	\$0.00
JV080124	301810	PLAINS AG, INC.		PIN; HITCH PIN, BOLT, FREIGHT	\$95.40	\$0.00
JV080124	301811	PLAYAWAY PRODUCTS		Children's Audio/Wonder Books	\$1,365.51	\$0.00
JV080124	301812	LLC POST CONSTRUCTION		Contract Withholding: 300593	\$33,074.31	\$0.00
JV080124	301813	COMPANY PRAIRIE ENGINEERING,		STREET LIGHT DISTRICT #65 CON	\$1,700.00	\$0.00
JV080124	301814	P.C. PRINGLE &		Kamara Hall Crt App Att Fee MI	\$660.00	\$0.00
JV080124	301815	HERIGSTAD. P.C. PROCOLLECT		Collection Fees	\$905.78	\$0.00
JV080124	301816	PROVIDENT LIFE &		UL 2024 PREMIUM (PROVIDENT	\$363.08	\$0.00
JV080124	301817	ACC INS CO PSYCHOLOGICAL		LIF Psychological Testing for New	\$300.00	\$0.00
JV080124	301818	RESOURCES REFUND ONE TIME	FRANKS, KIERRA	UB 86016 5 MULBERRY	\$9.61	\$0.00
JV080124	301819	PAY REFUND ONE TIME	GIESE, JOSEF	UB 17234 611 1ST	\$13.15	\$0.00
JV080124	301820	PAY REFUND ONE TIME	HICKS, ASHLEIGH	UB 85868 1514 35TH	\$29.94	\$0.00
JV080124	301821	PAY REFUND ONE TIME	IPM	UB 20132 931 HIAWATHA	\$68.75	\$0.00
JV080124	301822	PAY REFUND ONE TIME	MINDT CONSTRUCTION	UB 200231 1553 47TH	\$38.60	\$0.00
JV080124	301823	PAY REFUND ONE TIME	MINDT CONSTRUCTION	UB 200232 1555 47TH	\$38.60	\$0.00
JV080124	301824	PAY REFUND ONE TIME	REICHENBERGER, ELROY	UB 2752 1333 TUXEDO	\$10.00	\$0.00
JV080124	301825	PAY REFUND ONE TIME	SALVADOR, JONATHAN	UB 98606 2328 LANDMARK	\$9.57	\$0.00
JV080124	301826	PAY REFUND ONE TIME	SANDLIN, JEREMY	UB 82890 3420 8TH	\$23.09	\$0.00
JV080124	301827	PAY RESOURCE		2025-2029 CONSOLIDATED PLAN	\$4,572.50	\$0.00
JV080124	301828	CONSULTANTS. LLC SANITATION		PUMP; HYDRAULIC PTO PUMP	\$10,579.93	\$0.00
JV080124	301829	PRODUCTS SCHAEFER PLASTICS		End Caps and Hammer Rivets for	\$1,075.00	\$0.00
JV080124	301830	NORTH AMERICA. LLC SHERWIN WILLIAMS		paint machine parts - seals an	\$505.97	\$0.00
JV080124	301831	SHORT ELLIOTT		RUNWAY/TAXIWAY REALIGN	\$191,730.72	\$0.00
JV080124	301832	HENDRICKSON. INC. SIGNS TODAY		(TEMP) 012; BLUE CITY OF MINOT DECAL	\$931.50	\$0.00
JV080124	301833	SOURIS RIVER JOINT		JULY SRJB INVOICE	\$525.00	\$0.00
JV080124	301834	WATER RESOURCE STEEN		Contract Withholding: 300689	\$150,797.27	\$0.00
JV080124	301835	CONSTRUCTION & ASSOCIATES		Replacement Heat pump - Prop.M	\$3,820.38	\$0.00
JV080124	301835	SVL SERVICE CORPORATION				

	JV080124	301836	SWANSTON EQUIPMENT COMPANIES	PIVOT PIN	\$2,284.15	\$0.00
	JV080124	301837	TI-ZACK CONCRETE, INC.	4806- 2024 SIDEWALK, CURB & GJI	\$134,441.13	\$0.00
	JV080124	301838	TRINITY HEALTH	Trinity Employee physical and	\$714.75	\$0.00
	JV080124	301839	TRINITY MEDICAL GROUP	Trinity Inmate Invoice 36520 f	\$186.00	\$0.00
	JV080124	301840	TYLER TECHNOLOGIES, INC.	Enterprise Fire Field Mobile L	\$516.67	\$0.00
	JV080124	301841	U.S. POST OFFICE	UB BULK MAIL CHECK - RETURN TO	\$5,000.00	\$0.00
	JV080124	301842	UNITED MAILING SERVICE	POSTAGE/SHIPPING	\$424.73	\$0.00
	JV080124	301843	VALS CYCLERY	E-Bikes (x2). FY22 JAG	\$5,417.96	\$0.00
	JV080124	301844	VESSCO, INC.	Actuator repair	\$2,245.00	\$0.00
	JV080124	301845	VESTIS GROUP, INC.	ARAMARK - FLOOR MAT CLEANING	\$126.18	\$0.00
	JV080124	301846	VISIT MINOT	July 2024 Motor Vehicle (MV)	\$28,686.02	\$0.00
	JV080124	301847	WALLWORK TRUCK	CAP; HYDRAULIC CAP	\$1,441.28	\$0.00
	JV080124	301848	CENTER MINOT WESTLIE TRUCK	DONALDSON # Oil Seal	\$16,098.59	\$0.00
08/02/2024	EM080224	100006139	CENTER EMPOWER TRUST COMPANY. LLC	Empower Retirement 08/02/2024	\$31,443.66	\$0.00
08/07/2024	BW080724	127	SOURIS BASIN	MAGIC Fund- Business Accelerat	\$99,709.70	\$0.00
	BW080724	128	PLANNING COUNCIL SOURIS BASIN	MAGIC Fund- Business Accelerat	\$5.00	\$0.00
08/09/2024	BW080924	129	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$30,955.04	\$0.00
	BW080924	130	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$1.00	\$0.00
	BW080924	131	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$19,333.50	\$0.00
	BW080924	132	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$1.00	\$0.00
	BW080924	133	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$12,640.10	\$0.00
	BW080924	134	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$1.00	\$0.00
	BW080924	135	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$18,964.62	\$0.00
	BW080924	136	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$1.00	\$0.00
	BW080924	137	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$31,786.78	\$0.00
	BW080924	138	PLANNING COUNCIL SOURIS BASIN	SBPC BUSINESS ACCELERATOR FUND	\$1.00	\$0.00
08/15/2024	JO081524	301849	PLANNING COUNCIL 1 CALL SEPTIC SERVICES. INC.	Recycling Transport x 5 Trips	\$12,496.90	\$0.00
	JO081524	301850	48 NORTH CONCRETE	concrete	\$14,010.00	\$0.00
	JO081524	301851	CONSTRUCTION INC ABSOLUTE COMFORT, INC.	1901 S BROADWAY, BLDG A, SOUTH	\$258.02	\$0.00
	JO081524	301852	ACME TOOLS	PIN; HITCH PIN, BOLT; SPECIAL	\$53.17	\$0.00
	JO081524	301853	ADP SCREENING & SELECTION SERVICES	Background Check costs	\$132.00	\$0.00
	JO081524	301854	AMERICAN TRUCK & TRAILER. LLC	HUB ASM; 8 BOLT TRAILER HUB 1/	\$5.69	\$0.00
	JO081524	301855	AMERICAN WELDING & GAS. INC.	Carbon Dioxide	\$4,564.13	\$0.00
	JO081524	301857	APEX ENGINEERING GROUP	4577 - BEL AIR/WASHINGTON SAF	\$159,704.52	\$0.00
	JO081524	301858	AQUA-PURE, INC.	Phosphate and polymer	\$65,872.64	\$0.00
	JO081524	301859	ASPHALT PRESERVATION COMPANY INC	4803 - 2024 STREET SEAL	\$2,082,845.38	\$0.00
	JO081524	301860	ASTECH	4804 - 2024 Microsurfacing	\$171,211.88	\$0.00
	JO081524	301861	BAKER & TAYLOR BOOKS	Books	\$2,122.40	\$0.00
	JO081524	301862	BECHTOLD PAVING	26.42 Tons Hot Mix Asphalt	\$15,703.50	\$0.00
	JO081524	301863	BRAVERA BANK	2023 RECYCLING CARTS LEASE	\$160,162.69	\$0.00
	JO081524	301864	CAPITAL ONE	Bulk Fastener	\$19.45	\$0.00
	JO081524	301865	CDM SMITH	CDM SMITH CONTRACT - NDR	\$166,671.50	\$0.00
	JO081524	301959	CITY OF MINOT	Petty Cash used for outreach e	\$215.00	\$0.00

JO081524	301866	CLEAN TECH		P6 bedbugs & HEPPA treatment	\$400.00	\$0.00
JO081524	301867	CORRRPRO COMPANIES		Cathodic Protection Service	\$2,675.00	\$0.00
JO081524	301868	CPS, LTD		4241.1 - CELL 7 DESIGN & STORM	\$62,265.55	\$0.00
JO081524	301869	DACOTAH PAPER CO.		CLEANING SUPPLIES	\$556.71	\$0.00
JO081524	301870	DIG IT UP BACKHOE		Contractor Bill that ended up	\$468,628.14	\$0.00
JO081524	301871	SERVICE		TONER	\$1,427.96	\$0.00
JO081524	301872	DOC		Crisis Center Fees for July 20	\$1,414.83	\$0.00
JO081524	301873	DOMESTIC VIOLENCE		Crisis Center Fees for July 20	\$1,414.83	\$0.00
JO081524	301873	CRISIS CENTER		Critical Hir Personality Asses	\$175.00	\$0.00
JO081524	301873	DR. ANTHONY		Critical Hir Personality Asses	\$175.00	\$0.00
JO081524	301874	TATMAN		HVAC MOTOR REPAIR	\$714.09	\$0.00
JO081524	301874	EGGERS ELECTRIC		HVAC MOTOR REPAIR	\$714.09	\$0.00
JO081524	301875	MOTOR CO		MAGNETIC ACTUATOR	\$24.32	\$0.00
JO081524	301875	ELDORADO NATIONAL		MAGNETIC ACTUATOR	\$24.32	\$0.00
JO081524	301875	- CALIFORNIA		MAGNETIC ACTUATOR	\$24.32	\$0.00
JO081524	301876	ELECTRIC PUMP		Duplicate payment (Keller's pc	\$5,762.32	\$0.00
JO081524	301877	EMPLOYEE ONE TIME	Brent Weber	NDFA Annual Seminar	\$118.00	\$0.00
JO081524	301878	PAY		NDFA Annual Seminar	\$118.00	\$0.00
JO081524	301878	EMPLOYEE ONE TIME	Brian Billingsley	Main Street Summit	\$267.26	\$0.00
JO081524	301879	PAY		Main Street Summit	\$267.26	\$0.00
JO081524	301879	EMPLOYEE ONE TIME	Caisee Sandusky	Reimbursement for notary- Cais	\$36.00	\$0.00
JO081524	301880	PAY		Reimbursement for notary- Cais	\$36.00	\$0.00
JO081524	301880	EMPLOYEE ONE TIME	Dana Summers	NDFA Annual Seminar	\$118.00	\$0.00
JO081524	301881	PAY		NDFA Annual Seminar	\$118.00	\$0.00
JO081524	301881	EMPLOYEE ONE TIME	Harold Stewart	Electrical Board Meeting in Bi	\$159.20	\$0.00
JO081524	301882	PAY		Electrical Board Meeting in Bi	\$159.20	\$0.00
JO081524	301882	EMPLOYEE ONE TIME	Jacob Filkins	Tuition Reimbursement Organiza	\$729.00	\$0.00
JO081524	301883	PAY		Tuition Reimbursement Organiza	\$729.00	\$0.00
JO081524	301883	EMPLOYEE ONE TIME	Krystle Foster	Deposit to City Hall - July 20	\$40.54	\$0.00
JO081524	301884	PAY		Deposit to City Hall - July 20	\$40.54	\$0.00
JO081524	301884	EMPLOYEE ONE TIME	Maria Romanick	GLC AAAE Annual Conference-	\$181.08	\$0.00
JO081524	301885	PAY		GLC AAAE Annual Conference-	\$181.08	\$0.00
JO081524	301885	EMPLOYEE ONE TIME	Melissa Anderson	Deposit to City Hall - July 20	\$55.28	\$0.00
JO081524	301886	PAY		Deposit to City Hall - July 20	\$55.28	\$0.00
JO081524	301886	EMPLOYEE ONE TIME	Nick Reynolds	Reimbursement for lense wipes	\$43.50	\$0.00
JO081524	301887	PAY		Reimbursement for lense wipes	\$43.50	\$0.00
JO081524	301887	EMPLOYEE ONE TIME	Robby Brown	NDFA Annual Seminar	\$118.00	\$0.00
JO081524	301888	PAY		NDFA Annual Seminar	\$118.00	\$0.00
JO081524	301888	EMPLOYEE ONE TIME	T Kvigne	NDDes PIO Basics	\$496.21	\$0.00
JO081524	301889	PAY		NDDes PIO Basics	\$496.21	\$0.00
JO081524	301889	ENERBASE		FUEL; FORKLIFT PROPANE	\$10,308.14	\$0.00
JO081524	301890	FACTORY MOTOR		001; FUEL WATER SEPARATOR	\$206.66	\$0.00
JO081524	301891	PARTS		Entrance door repair	\$140.00	\$0.00
JO081524	301893	FARGO GLASS &		Entrance door repair	\$140.00	\$0.00
JO081524	301893	PAINT COMPANY		ROD; M12X1.5 THREADED ROD	\$137.09	\$0.00
JO081524	301894	FASTENAL COMPANY		Annual Service of Landfill Fir	\$352.00	\$0.00
JO081524	301895	FIRE EQUIPMENT CO.		FIRST DISTRICT HEALTH UNIT SER	\$26,500.00	\$0.00
JO081524	301896	FIRST DISTRICT		FIRST DISTRICT HEALTH UNIT SER	\$26,500.00	\$0.00
JO081524	301896	HEALTH UNIT		Fire Union Due's	\$748.00	\$0.00
JO081524	301896	FIRST INTERNATIONAL		Fire Union Due's	\$748.00	\$0.00
JO081524	301897	BANK & TRUST		Notary Public Bond - First Wes	\$50.00	\$0.00
JO081524	301897	FIRST WESTERN		Notary Public Bond - First Wes	\$50.00	\$0.00
JO081524	301898	INSURANCE		MONTHLY FEE - JULY 2024	\$1,650.00	\$0.00
JO081524	301899	FLASHPARKING, INC		VALVE ASSY; 4000 PSI RELIEF VA	\$2,033.05	\$0.00
JO081524	301900	FLEXIBLE PIPE TOOLS		VALVE ASSY; 4000 PSI RELIEF VA	\$2,033.05	\$0.00
JO081524	301900	& EQUIPMENT		pants for patrol	\$1,770.92	\$0.00
JO081524	301901	GALLS, LLC		McCloud – Claim for Moving & R	\$1,350.00	\$0.00
JO081524	301901	GENERAL ONE TIME	Amanda Somerville &	McCloud – Claim for Moving & R	\$1,350.00	\$0.00
JO081524	301902	PAY	Brenden McCloud	RC-1021 Claim for Moving and R	\$100.00	\$0.00
JO081524	301902	GENERAL ONE TIME	Amanda Somerville and	RC-1021 Claim for Moving and R	\$100.00	\$0.00
JO081524	301903	PAY	Brenden McCloud	Flowers – Claim for Moving & R	\$1,150.00	\$0.00
JO081524	301903	GENERAL ONE TIME	Amber Perry & Nicholas	Flowers – Claim for Moving & R	\$1,150.00	\$0.00
JO081524	301904	PAY	Flowers	Overpayment on fines Alex Orti	\$20.00	\$0.00
JO081524	301904	GENERAL ONE TIME	Austin Ortiz	Overpayment on fines Alex Orti	\$20.00	\$0.00
JO081524	301905	PAY		Larissa Monson Restitution MI-	\$50.00	\$0.00
JO081524	301905	GENERAL ONE TIME	Braxton Wynton	Larissa Monson Restitution MI-	\$50.00	\$0.00
JO081524	301906	PAY		RC-1023 Claim for Rental Assis	\$1,019.45	\$0.00
JO081524	301906	GENERAL ONE TIME	Brittini Madsen & Lucky	RC-1023 Claim for Rental Assis	\$1,019.45	\$0.00
JO081524	301907	PAY	Madsen Jr	RC-1022 Claim for Moving & Rel	\$1,350.00	\$0.00
JO081524	301907	GENERAL ONE TIME	Brittini Madsen & Lucky	RC-1022 Claim for Moving & Rel	\$1,350.00	\$0.00
JO081524	301907	PAY	Madsen Jr.	RC-1022 Claim for Moving & Rel	\$1,350.00	\$0.00

JO081524	301908	GENERAL ONE TIME PAY	Casey S. Skedsvold	Terrance Johnson Restitution M	\$50.00	\$0.00
JO081524	301909	GENERAL ONE TIME PAY	Cashwise	Mark Lisburg Restitution MI-20	\$13.00	\$0.00
JO081524	301910	GENERAL ONE TIME PAY	Choas Games	Leequan Ashford Restitution MI	\$6.00	\$0.00
JO081524	301911	GENERAL ONE TIME PAY	Francine Ayon Archadia	RC-1029 Claim for Moving & Rel	\$900.00	\$0.00
JO081524	301912	GENERAL ONE TIME PAY	Heidi Squyres and Thomas Crawford	RC-1013 Claim for Rental Assis	\$970.20	\$0.00
JO081524	301913	GENERAL ONE TIME PAY	Jennifer Demshur Baker	Chase Toulou Restitution MI-20	\$50.00	\$0.00
JO081524	301914	GENERAL ONE TIME PAY	Jim Johnson	Rickey Steen Restitution MI-20	\$100.00	\$0.00
JO081524	301915	GENERAL ONE TIME PAY	Joeleon Holdings	Friling Hadley Restitution MI-	\$15.00	\$0.00
JO081524	301916	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steirer Restitution MI-2	\$25.00	\$0.00
JO081524	301917	GENERAL ONE TIME PAY	Lauvan Mackey	Asher Culver Restitution MI-20	\$5.00	\$0.00
JO081524	301918	GENERAL ONE TIME PAY	MarketPlace Foods	Ashley Ingwerson Restitution M	\$50.00	\$0.00
JO081524	301919	GENERAL ONE TIME PAY	Meadowlark Homes	LOT 34 (RUSSELL CANTRELL)	\$2,000.00	\$0.00
JO081524	301920	GENERAL ONE TIME PAY	Meadowlark Homes	RC-1024 Claim for Rental Assis	\$2,750.00	\$0.00
JO081524	301921	GENERAL ONE TIME PAY	North Dakota Child Support	Matthew Piculo Restitution MI-	\$100.00	\$0.00
JO081524	301922	GENERAL ONE TIME PAY	North Star Community Credit Union	LIEN 2015 Chevrolet Traverse K	\$725.00	\$0.00
JO081524	301923	GENERAL ONE TIME PAY	Patrick Schroeder	Shaila Soiseth Restitution MI-	\$25.00	\$0.00
JO081524	301924	GENERAL ONE TIME PAY	Rodney Neuhalphen	Justin Holland Restitution MI-	\$50.00	\$0.00
JO081524	301925	GENERAL ONE TIME PAY	Russell Cantrell	RC-1030 Claim for Rental Assis	\$518.82	\$0.00
JO081524	301926	GENERAL ONE TIME PAY	Sandi Randall, Bret Pickering, & Cari Hurlev	Randall – Claim for Moving & R	\$1,100.00	\$0.00
JO081524	301927	GENERAL ONE TIME PAY	Seirra Inn	Kevin Conti Restitution MI-201	\$20.00	\$0.00
JO081524	301928	GENERAL ONE TIME PAY	Simonsons	Ashley Capers Restitution MI-2	\$13.59	\$0.00
JO081524	301929	GENERAL ONE TIME PAY	Teresa Hunt	Alexander Pittenger Restitutio	\$25.00	\$0.00
JO081524	301930	GENERAL ONE TIME PAY	Terri Ell	Brittany Telehey Restitution M	\$240.00	\$0.00
JO081524	301931	GENERAL ONE TIME PAY	Tim & Gaylene Ryan	Ryan – Claim for Moving & Rela	\$1,350.00	\$0.00
JO081524	301932	GENERAL ONE TIME PAY	Tim & Gaylene Ryan	RC-1020 Claim for Rental Assis	\$309.27	\$0.00
JO081524	301933	GENERAL TRADING		010; COUPLING, 1" NPT STAINLES	\$52.27	\$0.00
JO081524	301935	GRAINGER		COUPLER; FEMALE FLAT COUPLER	\$139.58	\$0.00
JO081524	301936	GRAYMONT WESTERN US INC.		Lime	\$132,890.74	\$0.00
JO081524	301937	GREEN ACRES PROPERTY OWNERS ASSOCIATION		Green Acres Easement for Puppy	\$32,276.11	\$0.00
JO081524	301938	HIGH POINT NETWORKS. LLC.		eSaaS, ESSM and M365 backup (A	\$2,933.90	\$0.00
JO081524	301939	INFORMATION TECHNOLOGY DEPARTMENT		VPN/MFA/STATE NET FIBER JULY 2	\$3,194.65	\$0.00
JO081524	301940	INTEGRITY SURVEILLANCE GROUP		Surveillance equipment fee	\$499.00	\$0.00
JO081524	301941	INTERNATIONAL CITY MANAGEMENT ASSOCIATION BET		City manager pension	\$624.56	\$0.00
JO081524	301942	INTERSTATE BATTERY SYSTEM		BATTERY; GRP 31 STUD TOP BATTE	\$299.90	\$0.00
JO081524	301943	J.D. POWER AND ASSOCIATES		Used Car Guide Subscription Mi	\$303.00	\$0.00
JO081524	301985	JAMES PROSS		Duct Cleaning	\$300.00	\$0.00
JO081524	302011	JAMIE V STEPHENS		Easement for Puppy Dog Storm S	\$22,436.38	\$0.00

JO081524	301934	JOHN DEERE	Spindle	\$94.08	\$0.00
JO081524	301944	FINANCIAL KEY CONTRACTING, INC.	Manhole concrete Maintenance 9	\$35,252.50	\$0.00
JO081524	301945	LANGUAGE LINE SERVICES	July 2024 Interpretation Servi	\$304.53	\$0.00
JO081524	301947	LITE FORM	Concrete repairs	\$2,668.50	\$0.00
JO081524	301948	CONSTRUCTION, LLC M & S SHEET METAL, INC.	HVAC repair - service down	\$158.06	\$0.00
JO081524	301950	MARIDON SORUM	Sign Language Interpreting Ser	\$80.00	\$0.00
JO081524	301946	MATTHEW BENDER & COMPANY, INC. MDU	ND CENTURY CODE 2024 RV 8B JUL AUGUST 2024 MDU	\$319.36 \$1,829.25	\$0.00 \$0.00
JO081524	301961	MELANIE MOORE	Testing Administration Buildin	\$115.00	\$0.00
JO081524	301952	MILLER LAW OFFICE, P.C.	Theodore Moroney Crt App Att F	\$202.50	\$0.00
JO081524	301949	MINOT AREA CHAMBER EDC	MACEDC SERVICE AGREEMENT 2024	\$46,637.50	\$0.00
JO081524	301953	MINOT AREA COUNCIL OF THE ARTS, INC	MINOT AREA COUNCIL OF THE ARTS	\$3,333.33	\$0.00
JO081524	301954	MINOT AUTO	FILTER-AIR; AIR FILTER 200906/	\$611.41	\$0.00
JO081524	301955	MINOT COMMISSION	COMMISSION ON AGING SERVICE	\$12,875.00	\$0.00
JO081524	301956	ON AGING MINOT EMPLOYEE DONATIONS	AG Minot Employee Donations	\$812.66	\$0.00
JO081524	301957	MINOT PLUMBING & HEATING CO. INC.	Inside plumbing work	\$5,964.50	\$0.00
JO081524	301958	MINOT WELDING INC	TIRE; REPAIR TIRE	\$228.75	\$0.00
JO081524	301960	MOORE ENGINEERING, INC	4667- Edison SRTS Engineering	\$13,603.93	\$0.00
JO081524	301962	MOWBRAY & SONS	HVAC REPAIRS	\$3,474.49	\$0.00
JO081524	301963	MTI DISTRIBUTING CO.	Purchasing airside/landside mo	\$63,508.00	\$0.00
JO081524	301964	NAPA AUTO PARTS	001; FUEL WATER SEPARATOR	\$2,463.09	\$0.00
JO081524	301965	ND DEPT OF TRANSPORTATION	4577- Washington SRTS- TAU-4-9	\$144,712.73	\$0.00
JO081524	301966	ND DEPT OF TRANSPORTATION	4563 - BURDICK EXPY VIADUCT RE	\$4,255.59	\$0.00
JO081524	301967	ND DEPT OF TRANSPORTATION	Contract Withholding: 300527	\$3,754.83	\$0.00
JO081524	301968	ND DEPT OF WATER RESOURCES	HSPS ELECTRICITY USAGE JUNE 20	\$95,491.46	\$0.00
JO081524	301969	ND FRATERNAL ORDER OF POLICE	Police Union Due's/ Legal Defe	\$715.50	\$0.00
JO081524	301970	ND LEAGUE OF CITIES	2025 City Dues	\$25,676.00	\$0.00
JO081524	301971	ND STATE RADIO COMM.	Quarterly Terminal Rental (NLE	\$3,600.00	\$0.00
JO081524	301972	NDBOA	NDBOA REGISTRATION	\$730.00	\$0.00
JO081524	301973	NDDEQ	Fluoride Testing	\$20.39	\$0.00
JO081524	301974	NORTHERN BRAKE	--; CORE	\$101.00	\$0.00
JO081524	301975	NORTHERN TESTING	Controlled Substance Testing	\$300.00	\$0.00
JO081524	301976	NORTHWEST TIRE AND RETREAD	FS860 STEER TIRE	\$9,734.31	\$0.00
JO081524	301977	O'REILLY AUTO PARTS	--; LUG NUT	\$116.86	\$0.00
JO081524	301978	OLSON'S TOWING	June-July Towing Contract	\$7,197.51	\$0.00
JO081524	301979	ONE CALL CONCEPTS, INC.	Duplicate payment made inv 403	\$1,738.20	\$0.00
JO081524	301980	OTIS ELEVATOR COMPANY	Fuel surcharge	\$95.00	\$0.00
JO081524	301981	OVERHEAD DOOR CO. OF MINOT	Repair Garage Door at Station	\$556.00	\$0.00
JO081524	301892	PARKLAND USA CORPORATION	008; DIESEL EXHAUST FLUID	\$23,937.16	\$0.00
JO081524	301982	PITNEY BOWES, INC.	2024 August-December Postage	\$1,000.00	\$0.00
JO081524	301983	POST CONSTRUCTION COMPANY	4798 - 2024 WATERMAIN REPLACEM	\$150,147.90	\$0.00
JO081524	301984	PRAIRIE SUPPLY	--; SHOP SUPPLIES	\$468.51	\$0.00
JO081524	301986	PROTECH INTEGRATIONS, LLC	PRO TECH INTEGRATIONS LLC - SE	\$100.00	\$0.00
JO081524	301987	RAFTELIS FINANCIAL CONSULTANTS, INC	Council Retreat with Raftelis	\$17,500.00	\$0.00

JO081524	301988	RAILROAD MANAGEMENT COMPANY III LLC		STORM WATER PIPELINE ENCROACHM	\$771.48	\$0.00
JO081524	301989	RED LINE PROPERTY MAINTENANCE. LLC		Weed Control/Fertilizer for al	\$1,220.00	\$0.00
JO081524	301990	REFUND ONE TIME PAY	BROWN, JARIN	UB 19904 125 8TH	\$7.81	\$0.00
JO081524	301991	REFUND ONE TIME PAY	CHRISTENSON, GARY	UB 176 724 24TH	\$82.85	\$0.00
JO081524	301992	REFUND ONE TIME PAY	COLTON, COLIN	UB 15446 607 10TH	\$178.00	\$0.00
JO081524	301993	REFUND ONE TIME PAY	KIENTZ, ROBERT	UB 91558 210 5TH	\$14.90	\$0.00
JO081524	301994	REFUND ONE TIME PAY	RODGERS, JACOB	UB 10508 718 5TH	\$14.90	\$0.00
JO081524	301995	REFUND ONE TIME PAY	SIMPLE OPTIMIZE SOLUTION	UB 5436 425 15TH	\$54.65	\$0.00
JO081524	301996	REFUND ONE TIME PAY	SMITH, SIRICHAT	UB 3216 905 23RD	\$61.70	\$0.00
JO081524	301997	REFUND ONE TIME PAY	TEMPLER, LUCY	UB 12704 1912 MEADOWLARK	\$10.02	\$0.00
JO081524	301998	RESOURCE CONSULTANTS, LLC		2025-2029 CONSOLIDATED PLAN	\$6,930.00	\$0.00
JO081524	301999	ROLAC CONTRACTING		4741-TRANSIT TRANSFER CENTER	\$48,690.00	\$0.00
JO081524	302000	ROLLKALL		Subscription to RollKall	\$66.00	\$0.00
JO081524	302001	TECHNOLOGIES LLC ROUTEWARE, INC.		ReCollect Waste Reminders & Me	\$8,274.00	\$0.00
JO081524	302002	SANITATION PRODUCTS		018; GRAB ARM RUBBER 64642	\$8,229.30	\$0.00
JO081524	302003	SANITATION PRODUCTS		Two Freightliner Dual Arm ASL	\$751,704.00	\$0.00
JO081524	302004	SHERWIN WILLIAMS		2024 airfield paint & glass be	\$11,624.78	\$0.00
JO081524	302005	SOLTIS BUSINESS FORMS CO.		Safety vest	\$178.65	\$0.00
JO081524	302006	SOURIS BASIN PLANNING COUNCIL		SBPC SERVICE AGREEMENT 2024	\$1,666.00	\$0.00
JO081524	302007	SOURIS RIVER JOINT WATER RESOURCE		3529.8 - MREFPF RURAL STARR PR	\$101,079.00	\$0.00
JO081524	302008	SPX TECHNOLOGIES, INC		Transit fare media	\$6,124.95	\$0.00
JO081524	302009	SRF CONSULTING GROUP		4753 - 16TH ST INTER REHAB TAS	\$20,795.34	\$0.00
JO081524	302010	STEEN CONSTRUCTION & ASSOCIATES		Concrete and Asphalt	\$2,750.00	\$0.00
JO081524	302012	SWANSTON EQUIPMENT COMPANIES		Mini grader attachment rental	\$16,010.26	\$0.00
JO081524	302013	THEIN WELL		Repair Well A	\$81,478.91	\$0.00
JO081524	302014	THOMPSON-LARSON		Replacement of urn vault kept	\$450.00	\$0.00
JO081524	302015	FUNERAL HOME THOMSON REUTERS- WEST PAYMENT CENTED		August 2024 Subscription	\$387.00	\$0.00
JO081524	302016	TIMMONS GROUP		4705 - CITYWORKS AND GIS SUPPO	\$1,600.00	\$0.00
JO081524	302017	TITAN MACHINERY		Repair Unit 627	\$1,613.58	\$0.00
JO081524	302018	TRAFFIC PARTS		Sign banding materials.	\$797.32	\$0.00
JO081524	302019	TRAPEZE SOFTWARE GROUP INC		4833 - 2024 ROUTEMATCH ITS SY	\$68,241.80	\$0.00
JO081524	302020	TRINITY HEALTH		Trinity Hospitals ER Room Char	\$4,311.49	\$0.00
JO081524	302021	TRINITY MEDICAL GROUP		Trinity Health ER Doctor Invoi	\$2,045.00	\$0.00
JO081524	302022	TYLER TECHNOLOGIES, INC.		Enterprise Fire Field Mobile L	\$1,033.33	\$0.00
JO081524	302023	UNIFORM CENTER		Retirement badge	\$194.00	\$0.00
JO081524	302024	UNITED MAILING SERVICE		POSTAGE/SHIPPING	\$5,273.81	\$0.00
JO081524	302025	USDA		FAA Part 139 - annual wildlife	\$668.00	\$0.00
JO081524	302026	VESSCO, INC.		Chlorine tank yoke	\$628.14	\$0.00
JO081524	302027	VESTIS GROUP, INC.		ARAMARK - FLOOR MAT CLEANING	\$126.18	\$0.00
JO081524	302028	VISIT MINOT		LODGING TAXES COLLECTED	\$35,471.86	\$0.00

	JO081524	302029	WAGNER		4241.1 - CELL 7 CONSTRUCTION	\$627,950.17	\$0.00
	JO081524	302030	CONSTRUCTION WALLWORK TRUCK		CHAMBER; BUS FRONT BRAKE	\$459.39	\$0.00
	JO081524	302031	CENTER MINOT WARD COUNTY		CAN May 2024 Inmate Invoice - WCDC	\$8,150.00	\$0.00
	JO081524	302032	AUDITOR WESTLIE FORD		A29 Belt Sensor Repair	\$2,555.98	\$0.00
	JO081524	302033	WESTLIE TRUCK		SHOCK; REAR SHOCK	\$935.78	\$0.00
	JO081524	302034	CENTER WHITE CAP, LP		6 rolls erosion mat	\$450.00	\$0.00
	JO081524	301856	ZACHARY JOHNSHOY		Repair old breakroom outlet	\$100.00	\$0.00
08/19/2024	JO081924	302035	BRAVERA BANK		2022 JD MOTOR GRADER LEASE	\$16,058.83	\$0.00
08/21/2024	JO082124	302036	GENERAL ONE TIME	Amanda Somerville &	RC-1024 Claim for Rental Assis	\$2,384.55	\$0.00
			PAY	Brenden McCloud			
	JO082124	302037	GENERAL ONE TIME	Amber Perry & Nicholas	RC-1031 Claim for Rental Assis	\$294.00	\$0.00
			PAY	Flowers			
	JO082124	302038	GENERAL ONE TIME	John Cimino	RC-1018 Claim for Rental Assis	\$147.00	\$0.00
			PAY				
	JO082124	302039	GENERAL ONE TIME	Morgan Gerst & Shannon	RC-1031 Claim for Rental Assis	\$974.40	\$0.00
			PAY	Meana			
08/22/2024	JO082224	302040	ACME TOOLS		Triple Axle Trailer	\$17,579.00	\$0.00
	AP189	100006142	VERENDRYE ELECTRIC		July 2024 Verendrye	\$84,156.32	\$0.00
	JO082224	302041	XCEL		AUGUST 2024 XCEL	\$129,823.76	\$0.00
08/26/2024	JO082624	302042	ASTECH		4804 - 2024 Microsurfacing	\$369,745.79	\$0.00
					Total	\$9,909,877.61	\$0.00

Posting date	Transaction date	Supplier	Amount
7/31/2024	7/29/2024	Officemax/Depot 6513	44.99
7/31/2024	7/29/2024	The Home Depot #3703	19.86
7/31/2024	7/29/2024	Menards Minot Nd	7.99
7/31/2024	7/29/2024	Napa Parts 0027632	197.16
7/31/2024	7/29/2024	Main Street Books	50.00
7/31/2024	7/29/2024	Menards Minot Nd	25.47
7/31/2024	7/29/2024	Niess Impressions	78.75
7/31/2024	7/30/2024	All American Trophies & S	24.00
7/31/2024	7/30/2024	470 Auto Value - Minot	220.83
7/31/2024	7/30/2024	4imprint, Inc	264.55
7/31/2024	7/30/2024	Fastenal Company 01ndmin	150.16
7/31/2024	7/30/2024	Schocks Safe And Lock Se	16.50
7/31/2024	7/30/2024	Ecolab Inc	184.60
7/31/2024	7/30/2024	Ecolab Inc	182.29
7/31/2024	7/30/2024	Ecolab Inc	257.50
7/31/2024	7/30/2024	Amzn Mktp Us	8.95
7/31/2024	7/30/2024	Amazon Mktp	38.44
7/31/2024	7/30/2024	Macs Minot, Nd	17.67
7/31/2024	7/30/2024	Best Buy 00010637	16.99
7/31/2024	7/30/2024	Joann Stores #172	46.81
7/31/2024	7/30/2024	Amzn Mktp Us	175.83
7/31/2024	7/30/2024	Amzn Mktp Us	356.40
7/31/2024	7/31/2024	Uline	167.30
8/1/2024	7/30/2024	Menards Minot Nd	11.92
8/1/2024	7/30/2024	Prairie Supply Inc	215.00
8/1/2024	7/30/2024	Officemax/Depot 6513	44.37
8/1/2024	7/30/2024	Autopay/Dish Ntwk	202.10
8/1/2024	7/30/2024	The Home Depot 3703	387.65
8/1/2024	7/30/2024	Officemax/Depot 6513	22.36
8/1/2024	7/30/2024	Red Wing Shoes #825	200.00
8/1/2024	7/30/2024	Home Of Economy-#4	189.99
8/1/2024	7/30/2024	Paypal	60.00
8/1/2024	7/30/2024	Paypal	60.00
8/1/2024	7/30/2024	Paypal	60.00
8/1/2024	7/30/2024	Bound Tree Medical Llc	53.40
8/1/2024	7/30/2024	Cenex-Farmers Union Oil	20.01
8/1/2024	7/30/2024	Menards Minot Nd	271.70
8/1/2024	7/30/2024	Menards Minot Nd	8.12
8/1/2024	7/30/2024	Menards Minot Nd	11.48
8/1/2024	7/30/2024	Fedex277685833142	12.25
8/1/2024	7/30/2024	Napa Parts 0027632	2.43
8/1/2024	7/30/2024	Napa Parts 0027632	173.29
8/1/2024	7/31/2024	Page Gse - Moto	615.00
8/1/2024	7/31/2024	Macs Minot, Nd	2.82
8/1/2024	7/31/2024	Harbor Freight Tools3246	599.99
8/1/2024	7/31/2024	Amzn Mktp Us	13.95
8/1/2024	7/31/2024	Amazon Mktp	345.51
8/1/2024	7/31/2024	Amazon Mktp	124.86
8/1/2024	7/31/2024	Schocks Safe And Lock Se	121.00

8/1/2024	7/31/2024 North Country Sports	1,747.00
8/1/2024	7/31/2024 All American Trophies & S	45.00
8/1/2024	7/31/2024 Marketplace Foods	19.32
8/1/2024	7/31/2024 Rdoce Min 020107	142.68
8/1/2024	7/31/2024 The Chess Store, Inc.	212.33
8/1/2024	7/31/2024 Uscf	170.55
8/1/2024	8/1/2024 Ohnstad Twichell Pc	6,500.00
8/2/2024	7/30/2024 Menards Minot Nd	(7.00)
8/2/2024	7/31/2024 Carquest Auto	55.47
8/2/2024	7/31/2024 Comfort Inns	192.60
8/2/2024	7/31/2024 Comfort Inns	192.60
8/2/2024	7/31/2024 Comfort Inns	192.60
8/2/2024	7/31/2024 Napa Parts 0027632	121.22
8/2/2024	7/31/2024 Rhi Supply Minot	146.78
8/2/2024	7/31/2024 Cenex-Enerbase	29.40
8/2/2024	7/31/2024 Napa Parts 0027632	29.99
8/2/2024	7/31/2024 Menards Minot Nd	70.05
8/2/2024	7/31/2024 Menards Minot Nd	42.53
8/2/2024	7/31/2024 Menards Minot Nd	77.74
8/2/2024	7/31/2024 The Home Depot #3703	31.86
8/2/2024	7/31/2024 Paypal	425.00
8/2/2024	8/1/2024 Acme Tools Minot	325.99
8/2/2024	8/1/2024 North Country Sports	149.90
8/2/2024	8/1/2024 Amazon Mktp	40.69
8/2/2024	8/1/2024 Arrowhead Ace	19.98
8/2/2024	8/1/2024 Sq *oak Park Theater	50.00
8/2/2024	8/1/2024 Chaos Games Llc	51.50
8/2/2024	8/1/2024 Natures Nook Toy	50.00
8/2/2024	8/1/2024 Margies Art Glass Studio	50.00
8/2/2024	8/1/2024 Column Public Notice	135.72
8/2/2024	8/1/2024 Tst* Prairie Sky Breads	50.00
8/2/2024	8/1/2024 Fastenal Company 01ndmin	38.77
8/2/2024	8/1/2024 Delta Air	14.99
8/2/2024	8/1/2024 Delta Air	528.98
8/2/2024	8/1/2024 Linde Gas & Equipment Inc	46.08
8/2/2024	8/2/2024 Dmi* Dell K-12/Govt	36.72
8/5/2024	8/1/2024 Odp Bus Sol Llc# 106513	122.89
8/5/2024	8/1/2024 Magic City Discovery Cen	50.00
8/5/2024	8/1/2024 Fedex277778343287	12.25
8/5/2024	8/1/2024 Officemax/Depot 6513	204.71
8/5/2024	8/1/2024 Network Fleet, Inc.	476.13
8/5/2024	8/2/2024 470 Auto Value - Minot	179.01
8/5/2024	8/2/2024 Cenex-Petro Serve Usa #6	47.98
8/5/2024	8/2/2024 Acme Tools Minot	70.99
8/5/2024	8/2/2024 Dakota Refrigeration I	195.00
8/5/2024	8/2/2024 Delta Air	992.95
8/5/2024	8/2/2024 Delta Air	992.95
8/5/2024	8/2/2024 Amazon Mktp	24.95
8/5/2024	8/2/2024 Amazon Mktp	21.95
8/5/2024	8/2/2024 Surveysparrow	39.00

8/5/2024	8/2/2024 Menards Minot Nd	14.54
8/5/2024	8/2/2024 Menards Minot Nd	53.97
8/5/2024	8/2/2024 Menards Minot Nd	344.88
8/5/2024	8/2/2024 Stop Stick, Ltd.	426.00
8/5/2024	8/2/2024 Core & Main - Mo005	6,017.60
8/5/2024	8/2/2024 North Prairie Rural Wate	113.87
8/5/2024	8/2/2024 Delta Air	35.00
8/5/2024	8/2/2024 Tractor-Supply-Co #0130	11.99
8/5/2024	8/2/2024 Core & Main - Nd002	471.20
8/5/2024	8/2/2024 Core & Main - Nd002	2,779.74
8/5/2024	8/2/2024 Grainger	141.85
8/5/2024	8/2/2024 International Association	849.00
8/5/2024	8/2/2024 International Association	849.00
8/5/2024	8/2/2024 The Hillman Group Inc	(125.21)
8/5/2024	8/2/2024 Cvent* Cte	1,120.00
8/5/2024	8/2/2024 Delta Air	892.96
8/5/2024	8/2/2024 Cenex-Express Mart	35.88
8/5/2024	8/2/2024 Dakota Supply Group - Bis	11,575.70
8/5/2024	8/2/2024 Schocks Safe And Lock Se	75.00
8/5/2024	8/2/2024 Muus Lumber And Hardware-	10.74
8/5/2024	8/3/2024 Officemax/Depot 6513	25.16
8/5/2024	8/3/2024 Amazon Mktp	269.97
8/5/2024	8/3/2024 Amazon Mktp	959.52
8/5/2024	8/3/2024 North Dakota Planning	75.00
8/5/2024	8/3/2024 Sq *the Putt District	(50.00)
8/5/2024	8/3/2024 Sq *the Putt District	50.00
8/5/2024	8/3/2024 Sq *the Putt District	50.00
8/5/2024	8/3/2024 Joann Stores #172	7.98
8/5/2024	8/3/2024 Menards Minot Nd	119.90
8/5/2024	8/3/2024 Staples Inc	289.84
8/5/2024	8/4/2024 Delta Air	35.00
8/5/2024	8/4/2024 Mountain Ridge	40.45
8/5/2024	8/4/2024 Amzn Mktp Us	37.91
8/6/2024	8/4/2024 Menards Minot Nd	19.92
8/6/2024	8/5/2024 Superior Auto Repair	705.60
8/6/2024	8/5/2024 Acme Tools Minot	444.98
8/6/2024	8/5/2024 Amazon Mktp	15.42
8/6/2024	8/5/2024 Tlo Transunion	469.00
8/6/2024	8/5/2024 Spartan Camera	199.99
8/6/2024	8/5/2024 Scheels Minot	488.94
8/6/2024	8/5/2024 Arcadiacognerati.Com	650.00
8/6/2024	8/5/2024 Amazon Mktp	113.76
8/6/2024	8/5/2024 Macs Minot, Nd	20.97
8/6/2024	8/5/2024 Linde Gas & Equipment Inc	24.28
8/6/2024	8/5/2024 Grainger	122.71
8/6/2024	8/5/2024 Grainger	161.22
8/6/2024	8/5/2024 Chewy.Com	71.03
8/6/2024	8/5/2024 Amazon Mktp	151.73
8/6/2024	8/5/2024 Amzn Mktp Us	75.46
8/6/2024	8/6/2024 North Dakota Aviation	1,000.00

8/7/2024	8/5/2024 Menards Minot Nd	13.71
8/7/2024	8/5/2024 Officemax/Depot 6513	34.99
8/7/2024	8/5/2024 Rhi Supply Minot	108.40
8/7/2024	8/5/2024 Menards Minot Nd	53.93
8/7/2024	8/5/2024 Home Of Economy-#4	39.99
8/7/2024	8/6/2024 Minnesota Valley Testing	444.00
8/7/2024	8/6/2024 Bkw Gse Consulting Inc	4,556.00
8/7/2024	8/6/2024 All American Trophies & S	52.00
8/7/2024	8/6/2024 Fireside Office Solution	33.49
8/7/2024	8/6/2024 Holiday Stations 0414	47.62
8/7/2024	8/6/2024 Tmg Business Services	113.25
8/7/2024	8/6/2024 In *g & P Commercial Sale	68.59
8/7/2024	8/6/2024 Eb 77th Air Force Bal	90.00
8/7/2024	8/6/2024 Minot Area Chamber	15.00
8/7/2024	8/6/2024 Papa Johns #2981	101.65
8/7/2024	8/6/2024 Column Public Notice	503.88
8/7/2024	8/6/2024 Column Public Notice	354.90
8/7/2024	8/6/2024 Srt Communications, Inc	574.98
8/7/2024	8/6/2024 Srt Communications, Inc	933.91
8/7/2024	8/6/2024 Srt Communications, Inc	9,770.32
8/7/2024	8/6/2024 Willscot Mobile Mini	279.60
8/7/2024	8/6/2024 Willscot Mobile Mini	272.80
8/7/2024	8/6/2024 Willscot Mobile Mini	272.80
8/7/2024	8/6/2024 In *industrial Chem Labs	606.86
8/7/2024	8/7/2024 Ohnstad Twitchell Pc	5,500.00
8/7/2024	8/7/2024 H.A. Thompson & Sons	518.00
8/8/2024	8/6/2024 The Home Depot #3703	124.84
8/8/2024	8/6/2024 Rhi Supply Minot	53.97
8/8/2024	8/6/2024 United	(518.96)
8/8/2024	8/6/2024 Jmac Supply	849.89
8/8/2024	8/6/2024 Menards Minot Nd	37.11
8/8/2024	8/6/2024 Carquest Auto	1,055.04
8/8/2024	8/6/2024 North Prairie Rural Wate	72.79
8/8/2024	8/6/2024 Menards Minot Nd	30.04
8/8/2024	8/6/2024 Office Depot #1090	468.78
8/8/2024	8/7/2024 Dfc Company Ccp	251.56
8/8/2024	8/7/2024 Magic City Car Wash	660.00
8/8/2024	8/7/2024 In *dakota Fire Extinguis	388.77
8/8/2024	8/7/2024 Core & Main - Nd002	359.89
8/8/2024	8/7/2024 Amzn Mktp Us	59.99
8/8/2024	8/7/2024 Eb 77th Air Force Bal	90.00
8/8/2024	8/7/2024 Wal-Mart #1636	35.11
8/8/2024	8/7/2024 Home Of Economy-#4	4.72
8/8/2024	8/7/2024 Batteries Plus #0639	48.49
8/8/2024	8/7/2024 Harbor Freight Tools3246	34.97
8/8/2024	8/7/2024 Minnesota Valley Testing	3,857.00
8/8/2024	8/7/2024 Home Of Economy-#4	61.11
8/8/2024	8/7/2024 Batteries Plus #0639	107.80
8/8/2024	8/7/2024 Fredpryor Careertrack	99.00
8/8/2024	8/7/2024 Schocks Safe And Lock Se	82.40

8/8/2024	8/7/2024 At&t Payment	1,036.84
8/8/2024	8/7/2024 Gerdau Ameristeel Minot	309.65
8/9/2024	8/7/2024 Menards Minot Nd	42.25
8/9/2024	8/7/2024 Hilton Advpurch8002367113	3,083.82
8/9/2024	8/7/2024 Main Street Books	178.04
8/9/2024	8/7/2024 Budget Music And Video	179.25
8/9/2024	8/7/2024 Demco Inc	568.94
8/9/2024	8/7/2024 Carquest Auto	32.53
8/9/2024	8/7/2024 Menards Minot Nd	556.26
8/9/2024	8/7/2024 Ward County Recorder	43.00
8/9/2024	8/7/2024 Municipay(M3)*service Fe	1.50
8/9/2024	8/7/2024 Menards Minot Nd	339.98
8/9/2024	8/7/2024 Menards Minot Nd	344.64
8/9/2024	8/7/2024 Menards Minot Nd	53.85
8/9/2024	8/7/2024 Butler Machinery Company	2,700.45
8/9/2024	8/7/2024 Menards Minot Nd	32.92
8/9/2024	8/7/2024 Material Testing Services	1,738.28
8/9/2024	8/7/2024 Material Testing Services	245.70
8/9/2024	8/7/2024 Material Testing Services	267.75
8/9/2024	8/7/2024 Menards Minot Nd	145.74
8/9/2024	8/7/2024 Woodland Hospitality	89.00
8/9/2024	8/8/2024 Best Buy 00010637	37.46
8/9/2024	8/8/2024 Page Gse - Moto	3,490.00
8/9/2024	8/8/2024 Amazon Mktp	116.59
8/9/2024	8/8/2024 Acme Tools Minot	249.00
8/9/2024	8/8/2024 Acme Tools Minot	533.99
8/9/2024	8/8/2024 Verizonwrlss	170.00
8/9/2024	8/8/2024 Spi*directv Service	152.99
8/9/2024	8/8/2024 Tmg Business Services	187.50
8/9/2024	8/8/2024 Gravel Products Inc.	3,390.86
8/9/2024	8/8/2024 Amzn Mktp Us	19.96
8/9/2024	8/8/2024 Amzn Mktp Us	9.99
8/9/2024	8/8/2024 Amazon Mktp	9.98
8/9/2024	8/8/2024 Verizonwrlss	105.02
8/9/2024	8/8/2024 Verizonwrlss	29.36
8/9/2024	8/8/2024 Hach Company	71.40
8/9/2024	8/8/2024 Hyatt Regency Orlando	1,246.20
8/9/2024	8/8/2024 Amzn Mktp Us	17.95
8/9/2024	8/8/2024 Amazon Mktp	92.84
8/9/2024	8/8/2024 North Country Sports	662.00
8/9/2024	8/8/2024 Noregon Systems Inc	1,100.00
8/9/2024	8/8/2024 National Academies Of Eme	55.00
8/9/2024	8/8/2024 Wilbur Ellis Minot	660.00
8/9/2024	8/9/2024 Gih*globalindustrialeq	224.94
8/12/2024	8/8/2024 Troy Church Snap On	230.00
8/12/2024	8/8/2024 Iaai	250.00
8/12/2024	8/8/2024 Officemax/Depot 6513	651.96
8/12/2024	8/8/2024 Doubletree Hotels	619.00
8/12/2024	8/8/2024 Officemax/Depot 6513	131.90
8/12/2024	8/8/2024 Nova Fire Protection	350.00

8/12/2024	8/8/2024 Nova Fire Protection	400.00
8/12/2024	8/8/2024 Material Testing Services	2,573.03
8/12/2024	8/8/2024 Material Testing Services	1,210.13
8/12/2024	8/8/2024 Material Testing Services	4,079.25
8/12/2024	8/8/2024 Minot Daily News	213.60
8/12/2024	8/8/2024 Cenex-Enerbase	44.00
8/12/2024	8/9/2024 Amazon Mktpl	160.08
8/12/2024	8/9/2024 Menards Minot Nd	139.98
8/12/2024	8/9/2024 Amazon.Com*rm7vz83d0	499.94
8/12/2024	8/9/2024 Harbortcitys	122.56
8/12/2024	8/9/2024 Amazon Mktpl	757.80
8/12/2024	8/9/2024 Officemax/Depot 6513	67.89
8/12/2024	8/9/2024 Paypal	1,885.97
8/12/2024	8/9/2024 Cvs/Pharmacy #08611	27.15
8/12/2024	8/9/2024 The Home Depot 3703	270.95
8/12/2024	8/9/2024 Amazon Mark* Rm9864p82	23.81
8/12/2024	8/9/2024 Amazon.Com*rm9ek9l51	53.21
8/12/2024	8/9/2024 Galls	105.85
8/12/2024	8/9/2024 Foxrentacar 5397770666	269.39
8/12/2024	8/9/2024 Arco#82941arco #07189	34.59
8/12/2024	8/9/2024 Delta Air	35.00
8/12/2024	8/9/2024 Acme Tools Minot	120.89
8/12/2024	8/10/2024 Pawtree	203.67
8/12/2024	8/10/2024 Hulu 877-8244858 Ca	86.98
8/12/2024	8/10/2024 Verizonwrlss	71.86
8/12/2024	8/10/2024 Rps Bismarck Airport	66.00
8/12/2024	8/11/2024 Amazon Mktpl	42.64
8/12/2024	8/11/2024 Ndrin-Nd Land Records	30.00
8/12/2024	8/11/2024 Holiday Stations 0189	45.12
8/13/2024	8/12/2024 Laz Parking L41122-Flash	14.00
8/13/2024	8/12/2024 Northwest Tire #4 Minot T	60.00
8/13/2024	8/12/2024 Core & Main - Nd002	363.00
8/13/2024	8/12/2024 Amzn Mktpl Us	44.93
8/13/2024	8/12/2024 Amazon Mktpl	249.92
8/13/2024	8/12/2024 Adobe *adobe	29.99
8/13/2024	8/12/2024 Amazon.Com*rm4u667x0	16.41
8/13/2024	8/12/2024 Amazon.Com*rm87y1do0	549.99
8/13/2024	8/12/2024 Core & Main - Nd002	112.98
8/13/2024	8/12/2024 Cdw Govt #st91617	87.17
8/13/2024	8/12/2024 Gaffaneys Of Minot Inc	51.25
8/14/2024	8/11/2024 Cenex-Express Mart	39.00
8/14/2024	8/11/2024 Cenex-Express Mart	18.29
8/14/2024	8/12/2024 Menards Minot Nd	82.87
8/14/2024	8/12/2024 Cenex-Express Mart	321.92
8/14/2024	8/12/2024 Officemax/Depot 6513	127.06
8/14/2024	8/12/2024 Rhi Supply Minot	27.90
8/14/2024	8/12/2024 Menards Minot Nd	54.28
8/14/2024	8/12/2024 Minot Daily News	683.52
8/14/2024	8/12/2024 Paypal	800.00
8/14/2024	8/12/2024 Paypal	310.00

8/14/2024	8/13/2024 Delta Air	35.00
8/14/2024	8/13/2024 Petco.Com 6989	75.45
8/14/2024	8/13/2024 Vzwrlls*apocc Visb	40.01
8/14/2024	8/13/2024 Delta Air	35.00
8/14/2024	8/13/2024 Lowes Printing	534.20
8/14/2024	8/13/2024 Macs Minot, Nd	13.99
8/14/2024	8/13/2024 Dakota Supply Group - Min	112.06
8/14/2024	8/13/2024 Grainger	82.04
8/14/2024	8/13/2024 Summit Fire Protection	567.00
8/14/2024	8/13/2024 General Trading Company	251.30
8/14/2024	8/13/2024 Column Public Notice	26.52
8/14/2024	8/13/2024 Column Public Notice	35.88
8/14/2024	8/13/2024 Packtrack	140.00
8/14/2024	8/13/2024 Amazon Reta* Rm3ao6kv1	16.48
8/14/2024	8/13/2024 Microsoft*xbox Game Pass	59.00
8/14/2024	8/13/2024 In *dakota Fire Extinguis	351.98
8/14/2024	8/13/2024 Tractor-Supply-Co #0130	8.98
8/14/2024	8/13/2024 Galls	95.09
8/14/2024	8/13/2024 Apwa - Pwx Registration	958.00
8/14/2024	8/13/2024 Ebay O*06-11942-57674	20.70
8/14/2024	8/13/2024 Ebay O*06-11942-57673	16.69
8/14/2024	8/13/2024 Ebay O*06-11942-57672	28.59
8/14/2024	8/13/2024 Miniature Market Llc	166.42
8/14/2024	8/13/2024 Column Public Notice	77.22
8/14/2024	8/13/2024 Vzwrlls*apocc Visb	3,559.30
8/14/2024	8/13/2024 Core & Main - Nd002	952.42
8/14/2024	8/13/2024 North Country Sports	177.40
8/14/2024	8/13/2024 Mowbray & Son Inc	3,365.49
8/14/2024	8/13/2024 Minot Veterinary Clinic	4,895.00
8/14/2024	8/13/2024 Column Public Notice	157.56
8/14/2024	8/14/2024 Dmi* Dell K-12/Govt	8.44
8/15/2024	8/13/2024 Main Street Books	37.52
8/15/2024	8/13/2024 Menards Minot Nd	97.56
8/15/2024	8/13/2024 Officemax/Depot 6513	49.98
8/15/2024	8/13/2024 The Home Depot 3703	205.30
8/15/2024	8/13/2024 Menards Minot Nd	343.22
8/15/2024	8/13/2024 Menards Minot Nd	70.65
8/15/2024	8/13/2024 Menards Minot Nd	197.93
8/15/2024	8/13/2024 Caseys #3364	33.93
8/15/2024	8/13/2024 Caseys #3364	37.10
8/15/2024	8/13/2024 Napa Parts 0027632	239.80
8/15/2024	8/13/2024 Nova Fire Protection	215.00
8/15/2024	8/14/2024 Amzn Mktp Us	43.54
8/15/2024	8/14/2024 Amzn Mktp Us	199.00
8/15/2024	8/14/2024 Minnesota Valley Testing	1,370.00
8/15/2024	8/14/2024 Dakota Supply Group - Min	63.80
8/15/2024	8/14/2024 Dakota Supply Group - Min	69.60
8/15/2024	8/14/2024 Margo Supplies Llc	359.32
8/15/2024	8/14/2024 Zoom.Us 888-799-9666	15.99
8/15/2024	8/14/2024 Amazon Mktp	77.24

8/15/2024	8/14/2024 Jmac Supply	(849.89)
8/15/2024	8/14/2024 Gerdau Ameristeel Minot	274.44
8/15/2024	8/14/2024 In *high Plains Feed & Se	116.70
8/15/2024	8/14/2024 Delta Air	9.99
8/15/2024	8/14/2024 Delta Air	887.96
8/15/2024	8/14/2024 Amazon Prime	(63.94)
8/15/2024	8/14/2024 In *kevins Plumbing And H	2,624.08
8/15/2024	8/14/2024 Core & Main - Nd002	434.96
8/15/2024	8/14/2024 Ck Holiday # 06431	160.00
8/15/2024	8/14/2024 Amazon Mktp	241.64
8/15/2024	8/14/2024 Cdl School Online	89.00
8/15/2024	8/14/2024 Core & Main - Nd002	2,750.00
8/15/2024	8/14/2024 At&t Payment	275.52
8/16/2024	8/13/2024 Amazon Prime	(6.95)
8/16/2024	8/14/2024 Dakota Supply Group - Min	(69.60)
8/16/2024	8/14/2024 Rhi Supply Minot	57.40
8/16/2024	8/14/2024 Carquest Auto	25.98
8/16/2024	8/14/2024 Military Names Llc	86.00
8/16/2024	8/14/2024 Menards Minot Nd	19.07
8/16/2024	8/14/2024 Carquest Auto	12.21
8/16/2024	8/14/2024 Menards Minot Nd	41.36
8/16/2024	8/14/2024 Napa Parts 0027632	203.13
8/16/2024	8/14/2024 Officemax/Depot 6513	135.21
8/16/2024	8/14/2024 Carquest Auto	106.86
8/16/2024	8/14/2024 Marketplace Foods S	11.07
8/16/2024	8/14/2024 Officemax/Depot 6513	239.98
8/16/2024	8/14/2024 Prairie Supply Inc	2,090.00
8/16/2024	8/14/2024 Office Depot #1090	607.56
8/16/2024	8/15/2024 Arrowhead Ace	45.97
8/16/2024	8/15/2024 Amazon Mktp	14.25
8/16/2024	8/15/2024 Und-Extended Learning-	275.00
8/16/2024	8/15/2024 Batteries Plus #0639	145.20
8/16/2024	8/15/2024 Schocks Safe And Lock Se	14.00
8/16/2024	8/15/2024 Kully Supply	298.97
8/16/2024	8/15/2024 Acme Rents Minot	100.00
8/16/2024	8/15/2024 Lowes Printing	344.85
8/16/2024	8/15/2024 Cars On Booking	531.15
8/16/2024	8/15/2024	5.31
8/16/2024	8/15/2024 Att	50.96
8/16/2024	8/15/2024 Amzn Mktp Us	72.99
8/16/2024	8/15/2024 Home Of Economy-#4	488.74
8/16/2024	8/15/2024 Adobe *800-833-6687	257.87
8/16/2024	8/15/2024 Home Of Economy-#4	28.00
8/16/2024	8/15/2024 Column Public Notice	128.70
8/16/2024	8/15/2024 Core & Main - Nd002	738.00
8/16/2024	8/15/2024 Public Agency Training	350.00
8/16/2024	8/15/2024 Vzwrlls*apocc Visb	440.36
8/16/2024	8/15/2024 Howard Supply Company	1,201.12
8/16/2024	8/15/2024 Dakota Supply Group - Bis	2,495.08
8/19/2024	8/15/2024 Ramada Inns	96.30

8/19/2024	8/15/2024 Ramada Inns	96.30
8/19/2024	8/15/2024 Ramada Inns	288.90
8/19/2024	8/15/2024 Ramada Inns	288.90
8/19/2024	8/15/2024 Menards Minot Nd	48.99
8/19/2024	8/15/2024 Northern Plains Equipmen	77.50
8/19/2024	8/15/2024 Napa Parts 0027632	20.21
8/19/2024	8/16/2024 Cloudbadginglevata	479.88
8/19/2024	8/16/2024 Hach Company	345.81
8/19/2024	8/16/2024 Hertz #0175315	328.92
8/19/2024	8/16/2024 Crowne Plaza Downtown	577.14
8/19/2024	8/16/2024 Menards Minot Nd	47.96
8/19/2024	8/16/2024 Budget Music And Video	115.53
8/19/2024	8/16/2024 Core & Main - Nd002	460.00
8/19/2024	8/16/2024 Home Of Economy-#4	771.84
8/19/2024	8/16/2024 Macs Minot, Nd	11.90
8/19/2024	8/16/2024 Amazon MktpI	35.85
8/19/2024	8/16/2024 Lawson Products	802.08
8/19/2024	8/16/2024 Amazon Mktplace Pmts	(18.95)
8/19/2024	8/16/2024 Amazon Mktplace Pmts	(56.85)
8/19/2024	8/16/2024 Material Testing Services	1,210.13
8/19/2024	8/16/2024 Amazon MktpI	151.30
8/19/2024	8/16/2024 At&t Payment	407.68
8/19/2024	8/16/2024 Howard Supply Company	(1,201.12)
8/19/2024	8/16/2024 Howard Supply Company	1,133.13
8/19/2024	8/16/2024 Harbor Freight Tools3246	499.95
8/19/2024	8/16/2024 Und-Extended Learning-	275.00
8/19/2024	8/16/2024 North Country Sports	101.96
8/19/2024	8/16/2024 Dfc Company Ccp	3,000.00
8/19/2024	8/17/2024 Circa Resort	179.67
8/19/2024	8/17/2024 VzwrIss*apocc Visb	385.49
8/19/2024	8/17/2024 Carquest Auto	81.03
8/19/2024	8/17/2024 North Dakota Library A	35.00
8/19/2024	8/18/2024 Ups	8.50
8/20/2024	8/19/2024 All American Trophies & S	264.45
8/20/2024	8/19/2024 Border States Industries	28.70
8/20/2024	8/19/2024 Amazon MktpI	18.55
8/20/2024	8/19/2024 Amazon MktpI	175.26
8/20/2024	8/19/2024 Razor Tracking Inc.	2,390.00
8/20/2024	8/19/2024 Amazon MktpI	49.73
8/20/2024	8/19/2024 Batteries Plus #0639	22.45
8/20/2024	8/19/2024 In *dakota Fire Extinguis	244.47
8/20/2024	8/19/2024 Muus Lumber And Hardware-	6.29
8/20/2024	8/19/2024 At&t Payment	442.11
8/20/2024	8/19/2024 At&t Payment	305.76
8/20/2024	8/19/2024 Sheepdog Guardian Cslt	50.00
8/20/2024	8/19/2024 Amzn Mktp Us	542.00
8/20/2024	8/19/2024 Core & Main - Nd002	370.63
8/20/2024	8/19/2024 Core & Main - Nd002	2,192.15
8/21/2024	8/19/2024 Menards Minot Nd	909.86
8/21/2024	8/19/2024 Menards Minot Nd	6.03

8/21/2024	8/19/2024	Butler Machinery Company	263.88
8/21/2024	8/19/2024	Nova Fire Protection	1,485.00
8/21/2024	8/20/2024	Und-Extended Learning-	275.00
8/21/2024	8/20/2024	All American Trophies & S	66.00
8/21/2024	8/20/2024	Border States Industries	646.79
8/21/2024	8/20/2024	Batteries Plus #0639	34.45
8/21/2024	8/20/2024	Macs Minot, Nd	12.41
8/21/2024	8/20/2024	Government Finance Offic	1,197.00
8/21/2024	8/20/2024	Delta Air	654.96
8/21/2024	8/20/2024	Delta Air	793.96
8/21/2024	8/20/2024	Delta Air	24.99
8/21/2024	8/20/2024	Fastenal Company 01ndmin	81.12
8/21/2024	8/20/2024	Delta Air	9.99
8/21/2024	8/20/2024	Delta Air	9.99
8/21/2024	8/20/2024	Delta Air	24.99
8/21/2024	8/20/2024	Government Finance Offic	873.00
8/21/2024	8/20/2024	Delta Air	9.99
8/21/2024	8/20/2024	Delta Air	14.99
8/21/2024	8/20/2024	Delta Air	14.99
8/21/2024	8/20/2024	Delta Air	9.99
8/21/2024	8/20/2024	Column Public Notice	729.30
8/21/2024	8/20/2024	Column Public Notice	89.70
8/21/2024	8/20/2024	Verizonwrlss	372.31
8/21/2024	8/20/2024	Fredpryor Careertrack	229.00
8/21/2024	8/20/2024	Amazon Mktp	106.95
8/21/2024	8/20/2024	Column Public Notice	47.58
8/21/2024	8/20/2024	Column Public Notice	312.00
8/21/2024	8/20/2024	Column Public Notice	1,310.40
8/21/2024	8/20/2024	Delta Air	9.99
8/21/2024	8/20/2024	Delta Air	14.99
8/21/2024	8/20/2024	Und-Extended Learning-	300.00
8/21/2024	8/20/2024	Und-Extended Learning-	300.00
8/21/2024	8/20/2024	Dakota Supply Group - Bis	4,192.31
8/21/2024	8/20/2024	Delta Air	9.99
8/21/2024	8/20/2024	Delta Air	14.99
8/21/2024	8/20/2024	Delta Air	793.96
8/21/2024	8/20/2024	Government Finance Offic	873.00
8/21/2024	8/20/2024	National Academies Of Eme	55.00
8/22/2024	8/20/2024	Exxon Superpumper #32	25.00
8/22/2024	8/20/2024	West Oaks Animal Hospital	57.00
8/22/2024	8/20/2024	Menards Minot Nd	19.69
8/22/2024	8/20/2024	Menards Minot Nd	93.85
8/22/2024	8/20/2024	Rhi Supply Minot	269.53
8/22/2024	8/20/2024	Menards Minot Nd	54.95
8/22/2024	8/20/2024	Menards Minot Nd	148.96
8/22/2024	8/20/2024	Menards Minot Nd	22.46
8/22/2024	8/20/2024	Titan Machinery - Minot	654.71
8/22/2024	8/20/2024	The Home Depot #3703	298.00
8/22/2024	8/20/2024	Exxon Superpumper #32	35.50
8/22/2024	8/21/2024	Macs Minot, Nd	0.85

8/22/2024	8/21/2024 Home Of Economy-#4	111.99
8/22/2024	8/21/2024 Sta-Brite Insig	259.00
8/22/2024	8/21/2024 Badgeandwallet.Com	163.50
8/22/2024	8/21/2024 Delta Air	545.96
8/22/2024	8/21/2024 Home Of Economy-#4	30.88
8/22/2024	8/21/2024 Amazon Mktp	43.99
8/22/2024	8/21/2024 Arrowhead Ace	31.99
8/22/2024	8/21/2024 General Trading Company	9.50
8/22/2024	8/21/2024 470 Auto Value - Minot	30.00
8/22/2024	8/21/2024 Amazon Mktp	36.46
8/22/2024	8/21/2024 Willscot Mobile Mini	272.80
8/22/2024	8/21/2024 Column Public Notice	127.92
8/22/2024	8/21/2024 Willscot Mobile Mini	272.80
8/22/2024	8/21/2024 Hausers Farm Supply Inc	165.95
8/22/2024	8/21/2024 Grainger	125.69
8/22/2024	8/21/2024 Tfs*fishersci Ecom Hus	155.30
8/22/2024	8/21/2024 Column Public Notice	40.56
8/22/2024	8/21/2024 Llrm	150.00
8/23/2024	8/21/2024 Menards Minot Nd	542.14
8/23/2024	8/21/2024 Carquest Auto	11.23
8/23/2024	8/21/2024 Boot Barn #119	130.49
8/23/2024	8/21/2024 Officemax/Depot 6513	21.99
8/23/2024	8/21/2024 Menards Minot Nd	23.98
8/23/2024	8/21/2024 Kum&go 0816r Minot	9.71
8/23/2024	8/22/2024 Acme Tools Minot	57.44
8/23/2024	8/22/2024 North Country Mercantile	28.99
8/23/2024	8/22/2024 Fireside Office Solution	814.94
8/23/2024	8/22/2024 Llrm	200.00
8/23/2024	8/22/2024 Amazon Mktp	51.98
8/23/2024	8/22/2024 Continental Metal Product	2,040.00
8/23/2024	8/22/2024 Butler Machinery Cat	779.37
8/23/2024	8/22/2024 At&t Payment	91.84
8/23/2024	8/22/2024 Column Public Notice	240.24
8/23/2024	8/22/2024 Amzn Mktp Us	22.87
8/23/2024	8/22/2024 The Ups Store 1423	29.11
8/23/2024	8/22/2024 Brays Saddlery	100.00
8/23/2024	8/22/2024 Tfs*fishersci Ecom Hus	245.87
8/23/2024	8/22/2024 Denise Amber Lee Found	200.00
8/23/2024	8/23/2024 Awwa.Org	975.84
8/26/2024	8/22/2024 Menards Minot Nd	96.27
8/26/2024	8/22/2024 Menards Minot Nd	36.19
8/26/2024	8/22/2024 The Home Depot #3703	12.67
8/26/2024	8/22/2024 The Home Depot #3703	33.45
8/26/2024	8/22/2024 Totten Trail Sinclair	52.83
8/26/2024	8/22/2024 Unified Supply & Services	1,180.52
8/26/2024	8/22/2024 United Rentals	485.38
8/26/2024	8/22/2024 Dynamism, Inc.	676.00
8/26/2024	8/22/2024 Menards Minot Nd	55.38
8/26/2024	8/22/2024 Softchoice Corporation	102.06
8/26/2024	8/23/2024 Minnesota Valley Testing	(1,370.00)

8/26/2024	8/23/2024 Menards Minot Nd	14.99
8/26/2024	8/23/2024 Amazon Mark* R49a10ej1	38.99
8/26/2024	8/23/2024 Rhi Supply Minot	81.25
8/26/2024	8/23/2024 United	621.96
8/26/2024	8/23/2024 Menards Minot Nd	50.06
8/26/2024	8/23/2024 Arcadiacognerati.Com	650.00
8/26/2024	8/23/2024 Amzn Mktp Us	189.40
8/26/2024	8/23/2024 Amzn Mktp Us	19.19
8/26/2024	8/23/2024 Trinity Corporate Finance	216.00
8/26/2024	8/23/2024 Amzn Mktp Us	7.70
8/26/2024	8/23/2024 Und-Extended Learning-	300.00
8/26/2024	8/23/2024 Hausers Farm Supply Inc	38.85
8/26/2024	8/23/2024 At&t Payment	2,073.69
8/26/2024	8/23/2024 Amazon.Com*r44s80t80	107.45
8/26/2024	8/23/2024 Menards Minot Nd	39.92
8/26/2024	8/23/2024 Cenex- Enerbase Truck PI	34.68
8/26/2024	8/23/2024 Napa Parts 0027632	14.02
8/26/2024	8/23/2024 Napa Parts 0027632	20.36
8/26/2024	8/24/2024 Wm Supercenter #1636	40.62
8/26/2024	8/24/2024 Flir Detection ,inc	820.00
8/26/2024	8/24/2024 Amzn Mktp Us	6.09
8/26/2024	8/25/2024 Att	344.75
8/26/2024	8/25/2024 Att	45.92
8/26/2024	8/25/2024 Att	767.45
8/26/2024	8/25/2024 Amzn Mktp Us	16.52
8/26/2024	8/25/2024 Att	193.76
8/26/2024	8/25/2024 Att	482.72
8/26/2024	8/25/2024 Att	272.50
8/27/2024	8/22/2024 Gerdau Ameristeel Minot	(274.44)
8/27/2024	8/25/2024 United	40.00
8/27/2024	8/26/2024 Tractor-Supply-Co #0130	33.99
8/27/2024	8/26/2024 In *dakota Fire Extinguis	99.96
8/27/2024	8/26/2024 Kfyr	2,032.00
8/27/2024	8/26/2024 Mp-*minot Afb Club	14.75
8/27/2024	8/26/2024 Amzn Mktp Us	17.94
8/27/2024	8/26/2024 Amzn Mktp Us	6.96
8/27/2024	8/26/2024 Amzn Mktp Us	45.99
8/27/2024	8/26/2024 Libraryworks/Modlibawd	49.00
8/27/2024	8/26/2024 North Dakota Leagueofcit	275.00
8/27/2024	8/26/2024 Gerdau Ameristeel Minot	86.71
8/27/2024	8/26/2024 Sq *ole Olsons Towing &	156.00
8/27/2024	8/26/2024 Swana	355.00
8/27/2024	8/26/2024 Amazon Mark* R440u0d00	28.77
8/27/2024	8/26/2024 Sq *ra James & Associates	763.07
8/27/2024	8/26/2024 In *pacific Fire Apparel	1,467.00
8/27/2024	8/26/2024 Ferguson Entprs 3094	31.05
8/27/2024	8/26/2024 Macs Minot, Nd	59.88
8/27/2024	8/26/2024 Muus Lumber And Hardware-	75.48
8/27/2024	8/26/2024 Acme Tools Minot	39.99
8/27/2024	8/26/2024 Wilbur Ellis Minot	343.50

8/27/2024	8/27/2024 North Dakota Library A	60.00
8/27/2024	8/27/2024 North Dakota Library A	185.00
		232,626.86

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	15,580.96
BCBS	489,675.48
Federal Tax Withholding	-
Deferred Comp	13,667.10
NDPERS	-
ND PERS Service Credit	-
Empower	34,467.06
Verendrye	-
Montana Dakota Utilities	-
Xcel Energy	-
Discovery Benefits	7,498.77
Unum Group Insurance	34,203.19
Provident Life	363.08
ADP Payroll taxes wire	315,911.84
ADP Payroll Wage garnishment	15,139.81
8/2/2024 & 8/16/2024	
ADP Payroll Fees ACH Credit	
ADP Payroll Taxes wire Alderman	
ADP Payroll Taxes wire Pension	
ADP Payroll Taxes wire Council	
ADP CCD Payroll Fees	16,564.08
State of ND- ASA Bond	

Total	\$ <u>943,071.37</u>
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TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: September 3, 2024

SUBJECT: GAMING SITE AUTHORIZATIONS

I. RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorizations for the following organizations to conduct games of chance:

- **Prairie Grit Adaptive Sports for a Calcutta on October 24, 2024 at the Minot Municipal Auditorium (420 3rd Ave SW).**
- **RMEF Nodak, Inc for a raffle on October 17, 2024 at Sports on Tap Room 221 (220 S Broadway).**
- **ND Chapter of Delta Waterfowl, Inc for a raffle on January 17, 2025 at the Clarion Convention Center Colosseum Room (220 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

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

B. Proposed Project
N/A

C. Recommendation Detail

Site approvals by the City Council are then approved by the State of ND Attorney General's Office.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor Ross
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: September 3, 2024

**SUBJECT: SPECIAL ASSESSMENT APPROVAL; 2024 NUISANCE ABATEMENT
(4831)**

I. RECOMMENDED ACTION

It is recommended City Council approve the assessment roll for 2024 Nuisance abatement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Nuisance abatement project 4831 was approved by City Council on March 4, 2024. Eight abatements have been completed and are ready to be special assessed. In addition, the City Forester acted upon three tree removals. All associated costs have been identified and included in the attached list. The City wishes to certify the list to Ward County for collection with property taxes.

B. Proposed Project

The attached properties have completed the abatement, Finance is looking for Council's approval of the assessment roll to allow staff to move forward with processing the loans resulting in inclusion in the annual certification to Ward County for collection.

C. Recommendation Detail

Finance is looking for approval from Council for the loans to be set up for the City.

IV. IMPACT

A. Aspirations

These agreements achieve the following City Council Aspirations: Resilient and Prepared. It allows for the City to prepare the annual certification to Ward County for collection.

B. Service/Delivery Impact:

Provides guidelines for property owners and a mechanism for the City to respond to those in non-compliance.

C. Fiscal Impact

Project Costs

This project was funded with cash reserves. Timely collection of the assessments will help ensure reserves are available to fund future nuisance abatements.

Project Funding

10036000-44360 - Inspection Nuisance

VI. ALTERNATIVES

Alt one. The Council could deny approval of the assessment roll for 2024 Nuisance abatement. This would place the cost of abating nuisances on the shoulders of all property owners.

City Of Minot
Project # 4831 And Nuisance Special Assessments

City of Minot Project	Parcel ID	Legal	Owner	Property Address	Total Assessment
Park Obstruction	MI133870300120	Spring Lake Park Addition Lot 12 Block 3	Trinity Health	721 5th ST NE	\$ 1,500.00
	MI221150100220	Garden Valley Addn Lot 22 Block 1	Agustin Vasquez	312 19th St NW	500.00
	MI263580400020	Morleys R/A Blks 2,4, 6,7,9 & 13 Amended Roosevelt Hgts Lot 2 Block 4	Joshua & Yuki Johnson	415 17th Ave SW	3,000.00
Project #4831	MI243171000033	Ramstads Riverview S/D W50 S1/2 Lot 3 Block 10	Allen & Yvonne Drege / McLean S Kolobakken	101 8 AVE SE	6,032.00
	MI243171000034	Ramstads Riverview S/D E50 S1/2 Lot 3 Block 10	Allen & Yvonne Drege / McLean S Kolobakken	105 8TH Ave SE	5,100.50
	MI131921100032	Lakeview Addition W80 Lot 3 Block 11	McLean S Kolobakken	112 8TH AVE NW	5,785.25
	MI260980000032	Fairmont Addn E106' Of Lots 1 & 2 & E106' Of N68.3	Michael Christopher Smith	315 1TH AVE SW	200.00
	MI131920400021	Lakeview Addition N1/2 Lot 2 Block 4	Matthew R Anderson	1017 2ND St NE	4,453.25
	MI140280000020	S/D Beverly Hills Addn Lot 2 Plus S75 Of Lot 1	Travis Myers	912 12TH AVE NW	3,252.00
	MI132860200050	S/D Blocks 2 & 3 Oens Addition Lot 5 Block 2	Travis Stewart	511 7TH ST NE	7,174.25
	MI263700200060	Sells First Addition Lot 6 Block 2	Robert E Eisenzimmer	1520 6TH ST SW	1,331.00
	TOTAL				\$ 38,328.25



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: September 3, 2024

SUBJECT: 2024 SIDEWALK, CURB & GUTTER - SPECIAL ASSESSMENT (4806)

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Order the construction, rebuilding, or repairing of sidewalks to be performed by the City's contracted Contractor, and**
- 2. Assess the construction cost and administration fees for this sidewalk work against the benefiting properties, as shown in Table 1.**

II. DEPARTMENT CONTACT PERSONS

Emily Huettl, Asst. City Engineer, 701-857-4132
Jesse Hoffart, Project Manager, 701-857-4117

III. DESCRIPTION

A. Background

In addition to the City's regular maintenance portion of the sidewalk project, this also includes any assessment roll work. For the assessment roll work of the project, Section 40-29-02 of the North Dakota Century Code, states that it is the duty of the owner, to maintain or construct where required, sidewalks adjacent to their properties. City Staff have identified properties where the sidewalks are not in compliance with these Codes. In accordance with Section 40-29-03 of the North Dakota Century Code, the Engineering Department have provided notices to property owners to construct, rebuild, or repair sidewalks adjacent to their properties within the city right of way. The property owner has the option to:

- 1. Hire a licensed contractor to apply for a right of way permit to perform the work; or**
- 2. Sign a waiver and have the City Contractor repair the sidewalk where the costs will be assessed to the property owner.**

If the property owner fails to comply with the notice that was sent, Sections 40-29-04 and 40-29-05 of the North Dakota Century Code provides the municipality the power to special assess the properties for the work performed and any administrative fees.

B. Proposed Project

On May 15th, 2024, in accordance with Section 40-29-03 of the North Dakota Century Code, the Engineering Department sent certified letters to 39 properties providing notice to construct, rebuild, or repair sidewalks adjacent to their property. These property owners were given until August 16, 2024 to perform option 1 or 2 shown above. Of the initial 39 properties, 29 either chose option 2 or did not respond to the city's inquiries/did not have a permit pulled by August 16, 2024.

Table 1 (attached) lists the 29 properties' physical addresses and legal descriptions. If they have not completed the work, the City's contractor will perform the work and the properties will be assessed.

C. Recommendation Detail

This process is intended to keep our sidewalk networks safe, and is performed every year.

IV. IMPACT

A. Aspirations

Safe & Welcoming - This work is meant to keep our sidewalks safe for pedestrians to walk on.

B. Service/Delivery Impact:

This will improve our existing sidewalk network, which was one of the top concerns of citizens from the Community Survey. This helps keep our sidewalks in safe and working order.

C. Fiscal Impact

The costs of construction for this work is \$80,858.12. With the 25% administration costs on top of that, the total amount that will be assessed to these properties is \$101,072.65. The amount being assessed to each property varies, as they are each paying for their own respective amount of sidewalk work.

Project Funding

The costs of the work, with administration costs added, will be assessed to the respective properties spread out over ten years.

VI. ALTERNATIVES

1. Council could choose not to proceed with the work and assessment, and the defective sidewalks would remain.

Table 1 – 2024 Sidewalk List

Record No.	House No.	Street	Quad	Legal Address	Notes
1	620	1ST ST	NE	LAKEVIEW ADDITION LOT 10 BLOCK 20	
2	30	OLIVE TREE CIR	NE	STONEBRIDGE FARMS 4TH ADDITION LOT 9 BLOCK 4	
3	720	12TH ST	NE	BELMONT 3RD ADDITION LOT 2	
4	2600	5TH ST	NW	NORTHDALE FIRST ADDN LOT 21 BLOCK 5	
5	525	25TH AVE	NW	NORTHDALE FIRST ADDITION LOT 15 BLOCK 4	
6	509	25TH AVE	NW	NORTHDALE FIRST ADDITION LOT 19 BLOCK 4	
7	505	25TH AVE	NW	NORTHDALE FIRST ADDITION LOT 20 BLOCK 4	
8	3413	15TH ST	NW	RAMSTAD HEIGHTS 2ND ADDITION LOT 2	
9	405	25TH AVE	NW	LOT 24 BLOCK 4	
10	1117	15TH ST	NW	WADITS ADDITION LOT 10 BLOCK 1	
11	305	27TH AVE	NW	NORTHDALE 4TH ADDITION LOT 1	
12	2606	4TH ST	NW	NORTHDALE 4TH ADDITION LOT 3	
13	2612	4TH ST	NW	NORTHDALE 4TH ADDITION LOT 2	
14	2600	4TH ST	NW	NORTHDALE 4TH ADDITION LOT 4	
15	2516	4TH ST	NW	NORTHDALE 4TH ADDITION LOT 5	
16	2420	4TH ST	NW	NORTHDALE 4TH ADDITION LOT 8	
17	2410	4TH ST	NW	NORTHDALE 4TH ADDITION LOT 9	
18	2400	4TH ST	NW	NORTHDALE 4TH ADDITION LOT 10	
19	1418	11TH AVE	NW	WADITS ADDITION WEST 1/2 LOTS 1 & 2 BLOCK 2	
20	202	8TH AVE	SE	CHARLEBOIS ADDITION LOT 14 BLOCK 1	
21	826	3RD ST	SE	CHARLEBOIS ADDITION EAST 160' OF LOT 7 BLOCK 1	
22	203	9TH AVE	SE	CHARLEBOIS ADDITION LOT 11 BLOCK 1	
23	220	8TH AVE	SE	CHARLEBOIS ADDITION BONDS R/A LOT 1 7 NORTH 1/2 LOT 2 BLOCK 1 LOTS 4&5	
24	222	8TH AVE	SE	CHARLEBOIS ADDITION BONDS R/A LOT 1 & NORTH 1/2 LOT 2 BLOCK 1 LOT 3	
25	1504 TO 1532	35TH AVE	SE	WOODSIDE 19TH ADDITION LOTS 1A THRU 9C	Costs are split evenly amongst this cluster of condos
26	15	14TH ST	SE	LENOX PARK ADDITION RYGMYR'S R/A LOT 1	
27	316	9TH AVE	SE	CHARLEBOIS ADDITION BRITTINS R/A LOTS 12, 13, 14 BLOCK 5 LOT 4 EXCEPT EAST 3'	
28	326	9TH AVE	SE	CHARLEBOIS ADDITION BRITTENS R/A LOTS 12, 13, 14 BLOCK 5 LOT 2	
29	712	3RD ST	SE	LEWIS S/D BLOCK 9 RAMSTADS RIVERVIEW S/D LOT 8 BLOCK 9	



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: September 3, 2024

SUBJECT: BID SELECTION FOR SALT STORAGE BUILDING

I. RECOMMENDED ACTION

It is recommended City Council approve the selection and award of Greystone Construction for the Salt Storage Building due to their submission of the best bid (based on bid specifications and lowest cost).

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The current salt and sand storage structure is a metal structure that is degrading from the effects of salt storage. It is showing signs of significant rusting from within the structure. The structure is currently limited to roughly 500 to 600 tons of salt and sand storage without shifting of the material. Shifting has caused structural damage in the past. The Street Department routinely orders salt prior to snow events to pretreat roads to assist with heavier snow and ice control equipment usage. It is standard to order salt multiple times throughout the season due to our building structure capacity limitations. Additionally, ordering and receiving salt can be difficult during the snow season when there is an increase in the frequency of snow storms and less downtime between them. Having the ability to order larger quantities at one time (due to a larger storage capacity) will potentially aid in bulk quantity pricing while reducing the frequency of orders during the snow season.

B. Proposed Project

The new salt and sand structure will be a three-sided, rectangular-shaped, open-ended structure that has a 1900 ton salt and sand capacity. It will be a fabric structure built to withstand 105 mph wind speeds. The structure itself will be a 65ft x 85ft building with furnished interior pre-cast bunker panels to assist and limit shifting of salt and sand.

C. Recommendation Detail

The recommendation to select Greystone Construction as the winning bid was based on their bid specification adherence and the fact that they were the lowest bid (This practice and requirement is outlined in the bid request advertisement and specification for all potential bid sources). The procurement process began by determining the requirements and developing a cost estimate based on available manufacturing sources within the region. Due to preliminary verbal and written estimates coming in below North Dakota's Century Code's (48-01.2-02.1) \$200,000 threshold, standard City procurement practices were followed. An advertisement was posted for two-weeks consecutively. Additionally, more than 10 days between the final day of the second week's advertisement was given prior to bid opening. The time constraint for this effort is based on the need for a salt storage structure this coming snow season that is capable of storing a greater capacity of salt and sand.

There were three bids collected at the time of bid opening. The first bid (Greystone Construction) came in at \$227,085. The second bid came in at \$323,200. The third bid came in at \$334,000, but did not contain the requisite bid bond and was returned (due to not adhering to the advertised bid specification). Other than the third bid not submitting a bid bond, all three companies met the advertised bid specifications.

IV. IMPACT

A. Aspirations

Prepared and Resilient: Minot is prepared to take effective action when faced with challenges.

B. Service/Delivery Impact:

Availability of a greater capacity salt storage building that can withstand the elements while also limiting structural degradation due to salt will prevent salt/sand spreading work stoppages during standard seasonal snow events.

C. Fiscal Impact

Project Costs

The salt storage building will cost \$227,085. The current 2024 budget was part of a 2-year set aside (\$100,000 year 1, \$140,000 year 2) for a total 2024 budget of \$240,000. This effort and structure is projected to take 120 days once the notice to proceed is provided to Greystone Construction. The bid specification lists that this structure is able to be constructed in temperatures between negative 20 degrees and 120 degrees Fahrenheit, which will allow the structure to be built this year, weather permitting.

Project Funding

Line Item: 42040000 57300 - Buildings: Salt Storage Building - \$240,000

VI. ALTERNATIVES

Council could reject all bids and elect to postpone building a new salt storage building. This could lead to increased risks of salt storage capacity issues, additional maintenance issues due to building degradation (salt), and/or availability of salt (procurement) during the winter season.



TO: Mayor Ross
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: September 3, 2024

SUBJECT: ARFF VALOR AWARD - BUDGET AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment and allow the Fire Chief to create values posters to be placed at Station 3.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

The Minot Fire Department was nominated by the Minot International Airport for the GLC AAAE ARFF Valor award in 2022/2023. The \$500 check that is also awarded just arrived.

B. Proposed Project

The Minot Fire Department would like to use this gift to create photos of our values incorporating ARFF photos to be placed at Station 3.

C. Recommendation Detail

It is recommended City Council approve the budget amendment on first reading.

IV. IMPACT

A. Aspirations

Excellent and Connected

B. Service/Delivery Impact:

These values posters, along with the ARFF Valor Award, will serve as a powerful reminder of the principles we stand for and the dedicated service we provide to our community.

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

\$500

Project Funding

10031000-46101 Department Materials and Supplies

VI. ALTERNATIVES

Alternative would be to put funding into general fund.

2022-2023 GLC AAAE ARFF Valor Award Nomination

Nominee: City of Minot Fire Department, Station 3 (ARFF)

Nominated by: Jennifer K. Eckman, AAE, Minot International Airport Director

The City of Minot Fire Department, Station 3 (ARFF) deserves nomination for the AAAE ARFF Valor Award. Between January 2022 – April 2023, the ARFF team was dispatched to 10 aircraft alerts and other emergencies. Most of the calls were related to aircraft coming in with minor mechanical issues, medical assists, and other miscellaneous items where no major damage or injuries were reported, but there were three notable ARFF responses during this time frame.

The alert which the ATCT called out the afternoon of March 11, 2022 did not result in the typical response. The aircraft, a Cirrus SR-22, contacted the tower to declare an emergency due to issues with the engine. Unfortunately, the aircraft lost power and did not have enough altitude to make the final two-mile approach to the airfield. The ARFF crew was able to identify the general location of the aircraft's landing point and to allow the engine and ladder trucks to immediately respond. The aircraft was located in a snow-covered field. The aircraft suffered damage to its nose gear, propellers, engine, and other mechanical systems.



Figure 1: Cirrus SR-22's emergency landing on March 11, 2022.

Luckily, the pilot and passenger were not injured. The ARFF team's quick response to standby alert allowed them to identify the general location of the accident, helped prevent the pilot and passenger from being exposed to the elements, and allowed time for other emergency responders to arrive on-site. Responding law enforcement was able to secured the scene for the investigation.



Figure 2: A wildland fire entered the airport property on April 4, 2022.

On April 4, 2022, the ARFF team was called to respond to an unprecedented emergency. A wildland fire which had started off airport property had encroached onto the airfield. ARFF, along with five other mutual aid fire departments, responded to the fast-growing fire. Once the fire was put out, a fire watch team was assigned to ensure no flare ups

occurred. ARFF responded to one flare up the following night. ARFF and other responding agencies

were able to prevent the fire from reaching any navigational aids or any critical infrastructure. The fire destroyed approximately 100-acres of grassland and came within 100-feet of the MALSR shack.

The week following the grass fire, the region experienced record setting blizzard conditions, which dropped approximately 36-inches of snow over a three-day period. The high-winds, zero visibility, and heavy, wet spring snow justified the closure of the airfield and terminal. The weather began to subside a little on April 14, 2022. As the



Figure 3: Airport's plow caught fire at the runway intersections while battling an unseasonably late-Spring blizzard on April 14, 2022.

crews began working clearing the airfield to prepare for reopening, a snow plow operator began getting alarms on the equipment's instrument panel. He immediately turned around on the primary runway and headed back to the shop to troubleshoot the alarms. When he looked in his rearview mirror he noticed smoke billowing from under the chassis of the Oshkosh. He got out of the plow and upon seeing it was on fire called on ARFF. Although the plow was not able to be saved, the ARFF team's quick response prevented further damage to airport property or injury to personnel.

These three incidents occurred within five weeks of each other and show the dedication of the Minot International Airport's ARFF team. I believe that the ARFF team deserves to be presented with the ARFF Valor Award for the 2022-2023 season.



Figure 4: Mutual aid from area fire departments helping contain the wildland fire on April 4, 2022.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT REVENUES AND EXPENDITURES FOR THE GLC AAAE ARFF
VALOR AWARD DONATION.**

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

- §1: Amend the 2024 annual budget to increase the Fire Department revenues and expenditures for the GLC AAAE ARFF Valor Award donation:

10000000-36400		\$500
10031000-46101		500

- §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: Bryan Banfill, Public Works Director

DATE: September 3, 2024

SUBJECT: SCISSOR LIFT - PERMISSION TO SELL THE ASSET

I. RECOMMENDED ACTION

It is recommended City Council approve the sale of the scissor lift.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The current scissor lift is a 1991 model that was purchased in 2000 as a rental machine. The machine's braking system is inoperable, both drive motors need to be rebuilt, and the electrical controls require replacement. Parts for the controls are currently not available. Verbal quotes to complete a refurbishment of the scissor lift will cost roughly \$10,000 which is more costly than procuring another lift. We are requesting the ability to dispose of the lift in accordance with Sec 2-4 of the Minot Municipal code.

B. Proposed Project

In an effort to gain value in the equipment item, we would add the item below to an auction set to occur at a time to be determined at a later date.

- 1991 MWP Scissor Lift (s/n 8101132, Model: 2034HT)

C. Recommendation Detail

This is an effort to collect as much value as possible from the old unit.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The sale of the scissor lift should increase the value of the retired asset.

C. Fiscal Impact

Project Costs

Use of an auction can be a free service for the City to use. All costs are paid by the buyer.

Project Funding

Funds collected from the sale will go back into City funds.

VI. ALTERNATIVES

Council could elect to decline the sale of the retired asset. In that case, the unit would either need to be disposed of or refurbished.



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: September 3, 2024

**SUBJECT: APPROVAL OF 2025 PASS-THROUGH JAG GRANT APPLICATION
AND SUB-AWARD TO DOMESTIC VIOLENCE CRISIS CENTER**

I. RECOMMENDED ACTION

It is recommended City Council approve the Edward Byrne Justice Assistance Grant (JAG) application and sub-award to the Domestic Violence Crisis Center and authorize the Mayor to sign the applicable documents.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

Domestic violence and sexual assault incidents in the region have grown considerably more lethal and prevalent in recent years. According to a report issued by Domestic Violence High-Risk Team (DVHRT), 85% of high-risk offenders have threatened to kill their victims and 76% of victims believe their abuser will murder them. Research shows that domestic violence is often predictable and preventable. Three significant risk factors are a history of strangulation, weapon use, and protection order violation. In the year 2023, 61% of high-risk victims served by the organization reported past strangulation, many regularly. This suggests a normalized behavior. Scholars conclude, "When a woman is strangled by an intimate partner, she is 800% more likely to be murdered by the abuser." Studies also reveal that "43% of intimate partner homicides have a history of strangulation in the 12 months prior to murder". However, the pervasiveness of strangulation among DVCC clients is not the only area of concern for the agency, as the rate of protection orders/prohibiting contact violations is also troubling. On average DVCC files over 50 protection orders each year. 2024 is on track to maintain that average, with 27 protection orders filled in the 1st 6 months of this year. In 2023, DVCC saw the number of reported incidents that involved weapons increase by 50% from 61 in 2022 to 92 in 2023. Another disturbing trend we are seeing throughout our service region is the rise in sexual assaults. Lastly, cases have grown increasingly more severe

as clients disclosing mental health diagnoses, substance use disorders, and history of self-harm upon intake have jumped considerably. These trauma-related conditions are linked to victimization and can be life-threatening if not addressed. The increases in sexual assault cases and growing regularity of lethal violence warrant a need for continued multifaceted response efforts in our area.

B. Proposed Project

The proposed project seeks to respond to the increased threat of lethal violence and sexual assaults by offering comprehensive victim services designed to enhance victim safety and offender accountability.

The grant must be passed through the City of Minot as it is a federal program. If awarded, the grant amount of \$39,733.20 will be passed through the City of Minot to the Domestic Violence Crisis Center through our pass-through fund. This project will have no fiscal impact to the City of Minot.

C. Recommendation Detail

It is recommended the City Council approve the Edward Byrne Justice Assistance Grant (JAG) application and sub-award to the Domestic Violence Crisis Center and authorize the Mayor to sign the applicable documents.

IV. IMPACT

A. Aspirations

Safe & Welcoming - the services DVCC provides to our community help to make Minot and the surrounding regions safe and provides opportunities for domestic violence victims to find the services and help they need.

B. Service/Delivery Impact:

The full-time and part-time Victim Advocates will be responsible for delivering high-quality crisis intervention, criminal justice advocacy, emotional support, and personal advocacy. More specifically, services will involve assessing risks, empathetic listening, developing individualized safety plans, maintaining regular contact with the criminal justice system, courtroom orientation and/or pretrial preparation, accompanying victims to court, aiding victims in filing protection orders, and liaising with local social service providers to fulfill basic needs. Collectively, these services will form a trauma-informed service delivery system for victims to access essential supports and participate in the legal system. Therefore, maximizing justice outcomes and promoting recovery for victims of domestic and sexual violence.

C. Fiscal Impact

The Domestic Violence Crisis Center (DVCC) is requesting \$61,128 in the grant application to cover salaries and benefits, rent and telephone services for the victim advocates.

Project Costs

Personnel -	\$58,128
Rent -	2,400
Communications -	<u>600</u>
Total	\$61,128

Project Funding

Edward Byrne Justice Assistance Grant (JAG) - \$39,733.20 (65%)

Local match provided by DVCC - \$21,394.80 (35%)

This grant, if awarded, will be sub-awarded to the Domestic Violence Crisis Center and the funds will be passed through the City of Minot.

VI. ALTERNATIVES

N/A

GRANT AGREEMENT

MOU

For Sub-Award

Between the City of Minot and the Domestic Violence Crisis Center

Subrecipient: Domestic Violence Crisis Center

Subrecipient DUNS #: NW5MXGLHY125

Federal Award Performance Period: January 1, 2025 - December 31, 2025

Scope of Work: JAG program funds will be utilized to support the salary of Victim Advocates to provide protection orders and comprehensive services to victims of domestic violence and sexual assault.

Federal Awarding Agency: Bureau of Criminal Investigation

Federal Contact Name and Information: Gail Brustad, Grants Management, 701-328-5535

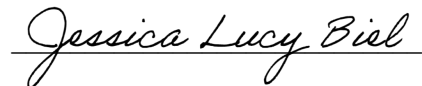
Federal Award Agency Pass-Through Entity: City of Minot

Pass-Through Entity Contact Official and Contact Name: Holly Zeece, Accountant, 701-857-4754

Subrecipient Contact Official: Jill McDonald, Project Director, 701-852-2258

Tom Ross/Mayor

Date



Jessica Lucy Biel/Grants Coordinator
August 23, 2024

Date

Edward Byrne Justice Assistance Grant (JAG) Application

LOTTERY GRANT APPLICATION

OFFICE OF THE ATTORNEY GENERAL

Project Period 1/1/2025-12/31/2025

Application Deadline: Friday, August 26, 2024 11:59 PM

I – APPLICATION OVERVIEW

Subrecipient contact information:

Name and Unique Entity Identifier (UEI) as registered with Sam.gov. This is the entity receiving the funding.

Entity Applying (Check One)



State or units of
local government



Indian Tribe



Non-government
victim witness
assistance programs



Non-government domestic
violence programs

Name of Subrecipient (City, County, State Agency)	Unique Entity Identifier - required	Subrecipient Phone	
City of Minot	D33RGAW88JU9	701-857-4784	
Suprecipient Street Address	City	State	Zip Code
10 3rd Ave SW	Minot	ND	58701
Suprecipient Contact Name	Title		
Tom Ross	Mayor		
Email Address			
tom.ross@minotnd.gov			

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement.

Overall responsibility for the administration of the project rests with this individual.

Examples: mayor, city or county auditor, director of the agency, or Tribal Chairperson.

Name of Authorized Official	Title	Phone	
Tom Ross	Mayor	701-857-4750	
Street Address	City	State	Zip Code
10 3rd Ave SW	Minot	ND	58701
Email Address			
tom.ross@minotnd.gov			

The Project Director has the direct responsibility for implementation of the project activities.

This person will prepare and submit all progress reports as required by the Office of Attorney General.

Examples: task force coordinator or executive director.

Name of Project Director	Title	Phone	
Jill McDonald	Executive Director	701-852-2258	
Street Address	City	State	Zip Code
3900 11th Ave SE	Minot	ND	58701
Email Address			
jill@dvccminot.org			

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Name of Implementing Agency

Domestic Violence Crisis Center

The Fiscal Officer has the responsibility of the financial administration of the project.

This person prepares and submits all financial reports as required by the Office of Attorney General.

Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officer	Title	Phone	
Jessica Lucy Biel	Grants Coordinator	701-852-2258	
Street Address	City	State	Zip Code
3900 11th Ave SE	Minot	ND	58701
Email Address			
jessica@dvccminot.org			

Authorized Program Area: (select all that apply)

- | | | |
|---|---|---|
| ☐ Law Enforcement | ☐ Corrections/Community Corrections | ☒ Crime Victim and Witness Programs (other than compensation) |
| ☐ Prosecution/Courts | ☐ Drug Treatment/Enforcement | |
| ☐ Prevention/Education | ☐ Planning/Evaluation/Technology Improvement | ☐ Mental Health Programs and Related Law Enforcement and Corrections programs, including behavioral programs and crisis intervention teams |

Multi-agency Project (two or more)?

☐ Yes ☒ No

Multijurisdictional Project (two or more)?

☒ Yes ☐ No

II - BUDGET NARRATIVE & CALCULATIONS – All budget categories calculate the total cost in the column on the right. **DO NOT USE SPECIAL CHARACTERS** (example: \$, commas, letters, etc.) **ONLY USE NUMBERS.** Please round to the nearest dollar. Applicants should indicate the total cost for each category of the proposed project.

A. Personnel - List each position by type. Compensation for employees engaged in grant activities must be consistent with that paid for similar work within the surrounding areas. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits may include common items such as payroll taxes, health and life insurance, and retirement contributions. NOTE: Salary Cap (Wages and Fringe) \$52,000 for prosecutors and \$42,000 all other personnel. Attach a sheet using this format if you have additional items.

Name/Position - Salary	Salary per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
Rene Grunden/Victim Advocate	\$21372	1	\$ 21,372.00
Analycia Dickerson/PT Victim Advocate	\$28125	1	\$ 28,125.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Name/Position - Fringe	Fringe per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
Rene Grunden/Victim Advocate	\$6198	1	\$ 6,198.00
Analycia Dickerson/PT Victim Advocate	\$2433	1	\$ 2,433.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Personnel:			\$ 58,128.00

Narrative – Please provide a detailed description for all personnel expenses.

JAG program funds will be utilized to support the salary of the victim advocate. The victim advocate is responsible for providing comprehensive direct services to victims of interpersonal violence throughout the north-central North Dakota region. Services include but are not limited to: assistance in obtaining protection orders, criminal justice advocacy, courtroom orientation, pretrial preparation, 24-hour crisis intervention, emotional support and personal advocacy. The advocate also conducts educational presentations and assists in facilitating training for new law enforcement officers.

The Domestic Violence Crisis Center (DVCC) is requesting \$58,128; approximately ~69.84% of the total victim advocate compensation packages. Personnel expenses include \$49,497 for salary and \$8,631 for fringe benefits.

FT & PT Benefits: FICA=7.65% Life Insurance and Short-term Disability Insurance=1%

FT Benefits: Retirement=3% Health Insurance=17.35%

The fringe benefits for FT staff member are estimated at 29% of the salary & 8.65% of the salary for PT staff.

B. Supplies - List items by type (office supplies, investigative supplies postage, copy paper). Generally, supplies include any materials that are expendable or consumed during the course of the project (**includes equipment under \$5000**). Attach a sheet using this format if you have additional items.

Supply Item	Unit Cost	# of Items	Total Supplies Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Supplies:			\$ 0.00

Narrative – Please provide a detailed description for all supply expenses.

C. Rent - List buildings or locations that require a rent payment.

Rent Item	Cost per Month/Year	# of Months/year	Total Rent Cost
Rural office rent-Mohall, ND	\$200	12	\$ 2,400.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Rent:			\$ 2,400.00

Narrative – Please provide a detailed description for all rent expenses.

The Mohall office space is used by a JAG staff employee who is funded 50% by JAG. The monthly rent is \$400.

D. Communications - List items used for communications (telephone, cell phone charges, etc.) Attach a sheet using [this](#) format if you have additional items.

Communication Items	Estimated Cost Per Month	# of Months	Total Communication Cost
Cell phone	50	12	\$ 600.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Communications:			\$ 600.00

Narrative – Please provide a detailed description for all communication expenses.

Telephone and cell phone services are necessary to maintain our 24/7 crisis hotline. Cell phone services are used to support on call duty by advocates and to allow remote work access.

E. Fuel/Oil/Vehicle Maintenance - List fuel usage, oil changes, vehicle maintenance for all vehicles, leased or owned. Attach a sheet using this format if you have additional items.

Fuel/Oil/Vehicle Maintenance Items	Estimated Cost Per Month	# of Months	Total Fuel Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Fuel/Oil/Vehicle Maintenance:			\$ 0.00

Narrative – Please provide a detailed description for all fuel/oil/vehicle maintenance expenses.

F. Contractual Services - List service to be provided, anticipated hourly, daily, or monthly rates. Also include expenses to be paid to the consultants in addition to their fees (i.e., travel, meals, lodging, etc.) The maximum rate for consultants is \$650 for an 8-hour day.

Name of Contractor/Consultant (if known)	Purpose of the contract	Total Contractual Cost
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
Total Contractual Services:		\$ 0.00

G. Equipment Rent/Lease - List equipment items to be rented or leased.

Item	Cost Per Item	# of Items	Total Equipment Rent/Lease Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Equipment Rent/Lease:			\$ 0.00

Narrative – Please provide a detailed description for all equipment rent/lease expenses.

H. Travel & Training - List travel expenses for attending trainings, meetings, conference, and other work related travel. State rates will be used for in-state travel, GSA rates for out-of state travel.

Purpose of Travel	Type of Expense (Lodging, Meals, Flight, Registration, Etc.)	Estimated Cost	Number of Days	Number of Staff	Total Travel Cost
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
Total Travel/Training:					\$ 0.00

Narrative – Please provide a detailed description for all travel expenses.

I. Equipment - List non-expendable items that are to be purchased that are **\$5000** or more for each item. Items that do not meet these criteria should be considered Supplies. Rented or leased equipment should be listed in the Equipment Rent/Lease category. Attach a sheet using this format if you have additional items.

Equipment Item	Cost per Item	# of Items	Total Equipment Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Equipment:			\$ 0.00

Narrative – Please provide a detailed description for all equipment expenses. Please list which agency will maintain ownership of the equipment at the end of the grant.

J. Other Costs - List other items that do not fall into the other budget categories. Please list vehicle insurance costs here.

Other Items	Cost Per Item	# of Items	Total Cost
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total Other:			\$ 0.00

Narrative – Please provide a detailed description for all other expenses.

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel	\$ 58,128.00
B. Supplies	\$ 0.00
C. Rent	\$ 2,400.00
D. Communications	\$ 600.00
E. Fuel/Oil/Vehicle Maintenance	\$ 0.00
F. Contractual Services	\$ 0.00
G. Equipment Rent/Lease	\$ 0.00
H. Travel/Training	\$ 0.00
I. Equipment	\$ 0.00
J. Other Costs	\$ 0.00
Total Budget Request	\$ 61,128.00

Only JAG program applications require match. Lottery grant applicants, please disregard.

Grant Funds	\$ 39733.2	65% of Total Budget
Match	\$ 21394.8	35% of Total Budget

Source of Matching Funds (JAG only):

The Domestic Violence Crisis Center will utilize City of Minot and Ward County allocation funds, as well as Minot fees to fulfill the dollar match requirement for the 2025 JAG award cycle.

IV. AGENCY FUNDING SOURCES

Please list any direct **JAG grant awards** your agency received from the Bureau of Justice Assistance program and list the projects supported by these grant funds. This does not include JAG funds from the ND OAG.

Direct Justice Assistance Grant (JAG) Program	Amount
Projects Supported:	
	\$
	\$
	\$
TOTAL FY ____ AWARD AMOUNT	\$ 0

Please list all other sources of grant funding that support this project's activities.

Funding Sources	Amount
Other (specify):	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL FUNDING	\$ 0

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

V. PROJECT NARRATIVE

I. Project Description: Briefly describe the project that is proposed. How will this project address specific problems? Include specifics about the services to be provided, how the services will be provided (how often and by whom), and the project accomplishments.

Domestic violence and sexual assault incidents in the region have grown considerably more lethal and prevalent in recent years. According to a report issued by Domestic Violence High-Risk Team (DVHRT), 85% of high-risk offenders have threatened to kill their victims and 76% of victims believe their abuser will murder them. Research shows that domestic violence is often predictable and preventable. Three significant risk factors are a history of strangulation, weapon use, and protection order violation. In the year 2023, 61% of high-risk victims served by the organization reported past strangulation, many regularly. This suggests a normalized behavior. Scholars conclude, "When a woman is strangled by an intimate partner, she is 800% more likely to be murdered by the abuser." Studies also reveal that "43% of intimate partner homicides have a history of strangulation in the 12 months prior to murder". However, the pervasiveness of strangulation among DVCC clients is not the only area of concern for the agency, as the rate of protection orders/prohibiting contact violations is also troubling. On average DVCC files over 50 protection orders each year. 2024 is on track to maintain that average, with 27 protection orders filled in the 1st 6 months of this year. In 2023, DVCC saw the number of reported incidents that involved weapons increase by 50% from 61 in 2022 to 92 in 2023. Another disturbing trend we are seeing throughout our service region is the rise in sexual assaults. Lastly, cases have grown increasingly more severe as clients disclosing mental health diagnoses, substance use disorders, and history of self-harm upon intake have jumped considerably. These trauma-related conditions are linked to victimization and can be life-threatening if not addressed. The increases in sexual assault cases and growing regularity of lethal violence warrant a need for continued multifaceted response efforts in our area.

The proposed project seeks to respond to the increased threat of lethal violence and sexual assaults by offering comprehensive victim services designed to enhance victim safety and offender accountability.

The full-time and part-time Victim Advocates will be responsible for delivering high-quality crisis intervention, criminal justice advocacy, emotional support, and personal advocacy. More specifically, services will involve assessing risks, empathetic listening, developing individualized safety plans, maintaining regular contact with the criminal justice system, courtroom orientation and/or pretrial preparation, accompanying victims to court, aiding victims in filing protection orders, and liaising with local social service providers to fulfill basic needs. Collectively, these services will form a trauma-informed service delivery system for victims to access essential supports and participate in the legal system. Therefore, maximizing justice outcomes and promoting recovery for victims of domestic and sexual violence.

II. Current Efforts: *Clearly define what efforts are currently underway in responding to the problem described in the Project Description.*

The Domestic Violence Crisis Center (DVCC) continues to respond to the growing rate of violent crimes in the region by providing direct services, emergency shelter, and support to victims of interpersonal violence, sexual assault, stalking, and human trafficking in north-central North Dakota. In the 2023 JAG award cycle, DVCC provided 4,176 crisis services, 2,201 personal advocacy services, 5,175 emotional support, and/or empathetic listening services, 1,074 criminal justice advocacy services, 107 courtroom orientation or pretrial preparation services, and assisted 43 victims in successfully obtaining protection orders. Additional programming was also offered throughout the performance period to improve victim safety and wellbeing. Last year, the agency successfully facilitated support groups for primary and secondary victims, provided housing assistance, counseling, safety planning, child care, victim impact statement preparation, property recovery assistance, employer intercession, transportation, referrals, criminal complaint filing assistance, and crime victims compensation application guidance. The DVCC also continued expanding the multi-disciplinary Domestic Violence High-Risk Team (DVHRT) services and will begin offering a forensic interviewing program to further victim safety, promote offender accountability, and lower the risk of secondary victimization. The organization has also engaged the DVHRT to conduct evidence-based risk assessments, identify dangerous cases, and enhance community response. Cases were continuously monitored, information was exchanged among member agencies (Domestic Violence Crisis Center, Minot Police Department, Ward County Sheriff's Department, and ND Probation and Parole) and intervention plans were coordinated to reduce victim risk of lethality. JAG funding is vital to advancing the victim advocate position necessary to deliver high-quality services and ongoing case management to the most vulnerable victims in the region.

III. Collaboration with Other Agencies: *Describe coordination and cooperation between agencies during the past year.*

The Domestic Violence Crisis Center (DVCC) actively collaborates with local law enforcement; the Minot Police Department, Ward County Sheriff's Department, Ward County State's Attorney office, and the local Federal Bureau of Investigation field office. The DVCC employs a DVHRT Coordinator who serves as a direct liaison between the aforementioned agencies and the DVCC. This Coordinator receives all domestic violence and sexual assault reports from law enforcement and is responsible for recording data in the Domestic Assault Information Network (DAIN), following up on DV/SA calls, and conducting new officer training pertaining to interpersonal violence. The victim advocate works alongside the criminal justice advocate to obtain protection orders and train law enforcement agencies. The victim advocate is also an integral member of the Community Response to Victimization (CRV) task force. The CRV is designed to coordinate victim services to lower victimization rates, prevent recurrence, and increase offender accountability. Additionally, the victim advocate frequently makes referrals to Legal Services of North Dakota, court systems, and social service agencies within the region. Referrals to social service agencies often involve partners such as the Minot Area Homeless Coalition, Project BEE, Ward County Social Services, North Central Human Services, Minot Housing Authority, Independence, Inc., First District Health, Vocational Rehabilitation, and Community Action. Maintaining collaborations with these key organizations is essential to delivering a coordinated community response and ensuring victims have access to the support services necessary to escape interpersonal violence.

IV. Describe in detail what plans or steps are being taken to assure continuation of your agency's project after grant funding ends.

The Domestic Violence Crisis Center (DVCC) is committed to providing first-rate crisis intervention and support services to victims of interpersonal violence throughout the service region. While a discontinuation of JAG funding would briefly impact service provision, the DVCC continuously seeks funding from local, state, and federal grants as well as private foundations to adequately sustain programming.

VI. PROJECT GOALS, OBJECTIVES, AND PERFORMANCE MEASURES

Stated goals, objectives, and performance measures will be used by the Office of Attorney General to monitor and assess the project's progress in achieving the intended results. Project goals, objectives, and performance measures should be listed in the format below and not referred to in a narrative format.

Overall Project Goals: State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Reduce the amount of crime committed by persons under the influence of illicit drugs.)

1.	
2.	
3.	
4.	

Objectives (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in measurable terms. (Example: Increase the number of drug-related arrests by 10 percent.)

1.	
2.	
3.	
4.	

Performance Measures (How you measure your project's success): (Example: Number of drug-related arrests)

1.	
2.	
3.	
4.	

VII. ADDITIONAL REQUIRED INFORMATION (Please Attach)

The Drug and Violent Crime Policy Board has adopted a policy stating that applicants failing to submit the following documents with the application will not be considered for funding.

Unique Entity ID (UEI) certification of good standing:

By checking the box, I certify that this UEI is associated with the applicant and is accurate and in good standing with SAM.gov.

Multi-jurisdictional Drug Task Forces:

Memorandum of Understanding (MOU) between the participating agencies. A copy of the previous year's MOU may be submitted if the participating agencies have remained the same. If any agencies have been removed or added to the task force, a new MOU must be submitted.

Audit requirements:

By checking this box, I certify that this applicant can provide a current audit report and any findings upon requested.

UCR Reporting Requirements:

If the implementing agency is a local law enforcement agency, it:

1. must report crime statistics to the State's Uniform Crime Reporting system
2. must be current in its reporting
3. or must have a plan to become current by January 1, 2025.

In order to keep a JAG award, the implementing agency must maintain current UCR stats through the award period (January 1, 2025, through December 31, 2025). Failure to maintain current UCR statistics will result in award sanctions and/or deobligation.

Please indicate **most recent crime statistics** submitted: June 2024
month year

AUTHORIZED SIGNATURES

I certify that the project proposed in this application meets applicable requirements of the Justice Assistance Grant (JAG) Program and Lottery Program, if applicable, that all information presented is correct, and that the applicant will comply with the provisions of the subgrant program and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.

Signature of Authorized Official

Jill McDonald

Date

August 20, 2024

Signature of Project Director

Jessica Lucy Biel

Date

August 20, 2024

Signature of Fiscal Officer

Date



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: September 3, 2024

SUBJECT: AGREEMENT BETWEEN CITY OF MINOT AND TERRACON CONSULTANTS, INC

I. RECOMMENDED ACTION

It is recommended City Council approve and authorize the Mayor to sign the contract with Terracon Consultants, Inc to perform an environmental review on land for construction of the Engle Ridge Complex.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot is a pass through grantee for the acquisition of land where the Minot Housing Authority (MHA) along with Beyond Shelter (BS) are planning to build Engle Ridge. This two (2) 36-unit apartment complex will be for residents of low to moderate income levels and will be located in the NW area of Minot. One requirement of the project is to perform the appropriate environmental review according to 24 CFR 58.

B. Proposed Project

Through a sealed bid process outlined in an RFP placed in the Minot Daily News, on Friday, July 19, 2024, at 9:30am CST, City staff along with the Minot Housing Authority and Beyond Shelter opened the 2 sealed bids received from the RFP advertisement. The following bids were received:

Company	Sealed Bid
Terracon Consultants, Inc.	\$22,415.50
Salter Wetlands Associates, LLC	\$25,000

Terracon Consultants, Inc. was selected to perform the environmental review based on price and experience dealing with CDBG programs. The State Department of Commerce approved the dollar amount to cover the administrative costs, including the completion of the environmental review.

IV. IMPACT

A. Aspirations

This project aligns with the Council's aspiration of being Dynamic and Flourishing. Building affordable housing can assist individuals with becoming independent and more productive.

B. Service/Delivery Impact:

The completion of the environmental review will ensure the land used for the complex will be within the guidelines set forth by state and federal CDBG regulations.

C. Fiscal Impact

The City of Minot is a pass through grantee for the Engle Ridge complex. Any administrative costs for the project, including the completion of an environmental review, is being funded by state CDBG funds.

Project Costs

\$22,415.50

Project Funding

State CDBG funds

VI. ALTERNATIVES

The council could not approve the contract and put it up for bid again.

The council could deny the contract and the project would not proceed.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Minot ND ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the HUD ERR-City of Minot project ("Project"), as described in Consultant's Proposal dated 07/17/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**Client: **City of Minot ND**By: _____ Date: **8/5/2024**

By: _____ Date: _____

Name/Title: **Jonathan B Ellingson, PG / Office Manager / Principal**Name/Title: **Tom Ross**Address: **860 9th St. NE, Unit K
West Fargo, ND 58078**Address: **10 3rd Ave SW PO Box 5006
Minot, ND 58701**Phone: **(701) 282-9633** Fax: **(701) 282-9635**Phone: **(701) 857-4750** Fax: _____Email: **Jon.Ellingson@terracon.com**Email: **tom.ross@minotnd.gov**



City of Minot

Request for Proposals

For Consultant to Complete a HUD Approved
Environmental Review/CDBG Administrator

Due: July 18, 2024
4:30 p.m. CT



860 9th St. NE, Unit K
West Fargo, ND 58078
P (701) 356-7615
F (701) 282-9635
Hilary.Clifton@terracon.com
Terracon.com/Fargo



July 18, 2024

Mikayla McWilliams, City Clerk
10 3rd Ave SW
Minot, ND 58701

860 9th St. NE, Unit K
West Fargo, ND 58078
P (701) 282-9633
F (701) 282-9635
Terracon.com/Fargo

Attn: Mikayla McWilliams, City Clerk
Mikayla.mcwilliams@minotnd.gov

Re: Request for Proposal for Consultant to Complete a HUD Approved Environmental Review/CDBG Administrator

Dear Ms. McWilliams:

Terracon has a proven track record of providing environmental services to government agencies around the Nation. With thousands of projects completed across the country, Terracon is confident in providing environmental services for the City of Minot. In this Request for Qualifications, Terracon demonstrates the ability to competently adhere to 24 CFR (Code of Federal Regulations) Part 58 requirements and perform all activities to achieve compliance with applicable federal, state, and local laws, ordinances, and regulations, including CFR, U.S. Department of Housing and Urban Development (HUD) requirements, Community Development Block Grant – Disaster Recovery (CDBG-DR) and Community Development Block Grant – Mitigation (CDBG-MIT) rules and regulations.

Terracon is capable of identifying, coordinating, conforming scope and providing recommendations of the CDBG-DR and CDBG-MIT grant to meet legal parameters/constraints, codes, regulatory compliance, auditing, quality assurance/quality control (QAQC) and applicable requirements set forth by agencies, including but not limited to the U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), the North Dakota Department of Environmental Quality (NDDEQ) and other local codes or agencies that may apply. Terracon provides the highest standard in environmental services and brings the following benefits to any project assigned.

Our depth of expertise means we've encountered different types of project challenges and have the knowledge to implement solutions that are practical and cost-effective. This Project Team has custom tools and processes in place to provide the City of Minot with quality, proven environmental services. Thank you for your time and consideration. If you have any questions, I can be reached at (701) 282-9633 or hilary.clifton@terracon.com.

Sincerely

Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Hilary Clifton'.

Hilary P. Clifton
Contract Manager/Point of Contact
Department Manager

A handwritten signature in blue ink, appearing to read 'Jennifer Peters'.

Jennifer T. Peters
Authorized Project Reviewer/Quality Assurance
Program Manager

Submitted via email



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DETAILED SCOPE OF SERVICES

1.0 Statement of Qualifications

1.1 Company Narrative

Terracon has consistently ranked in the Top 500 Design Firms in the Engineering News-Record. We are currently ranked no. 20 in the Top 500 Design Firms and hold several other rankings in additional categories including no. 1 in Asbestos and Lead Abatement, no. 7 in site assessment and compliance, no. 13 in Hazardous Waste, and no. 63 in top 200 Environmental Firms.

Negotiating the complexities of environmental issues can be challenging and time-consuming. Terracon relies upon demonstrated experience, knowledge of local conditions and regulations to deliver solutions that are timely, practical, and make good business sense.

We have supported more than 70,700 environmental projects across 50 states in the past three years. From the most basic property assessment to complex industrial compliance issues, Terracon’s services are designed with the client in mind. We consistently blend goals and budgets with sound technical knowledge for maximum results. These services are conducted from our extensive network of local offices. By combining

our national resources with specific local area expertise, we consistently overcome obstacles and deliver the results our clients expect. Our environmental services are extensive, varied, and include the following:

- Site Assessments and Investigations
- Brownfields / Site Redevelopment
- Natural Resources/ Wetlands Delineation / Mitigation / Threatened & Endangered Species
- Asbestos / Lead-based Paint / Mold / Indoor Air Quality Surveys and Abatement Oversight
- Industrial Hygiene / Health & Safety
- Cultural Resources
- Regulatory Compliance
- Environmental Management Systems
- Solid Waste Planning and Design
- Environmental Resource Inventories
- Geologic Assessments





HOW TERRACON CAN HELP

We understand that projects can be challenging enough without having to wade through regulatory requirements. For this reason and with more than 175 offices nationally, Terracon combines local knowledge and regional expertise to deliver a tailored approach to each project and its schedule. Our network of experienced professionals helps our clients with the following:

- Determining what federal, state, and local regulations apply to the site
- Evaluating what regulations are likely to apply depending on how much is known about project design
- Developing a phased-approach with a customized checklist that identifies “critical path items” leading to successful regulatory compliance and project completion

Terracon’s tailored approach to each project allows us to quickly provide a proposal that includes known critical path items as well as other potential issues that may also be relevant, thereby offering our clients a set of options to authorize as-needed. This approach provides a project “road map” for clients to assist in understanding the environmental evaluation process.

Terracon’s national network of biologists, geologists, archaeologists, historians, NEPA specialists, and professional engineers apply their skills to a wide-range of project settings to conduct natural and cultural resource studies that facilitate environmental planning and compliance with regulations.

CAPABILITIES RELATED TO SCOPE OF SERVICES

Terracon’s professionals have provided services requiring knowledge and understanding of the federal HUD processes on hundreds of projects. Many have been completed for public and private developers, not-for-profit entities, cities, counties, and state agencies.

Our team can complete an Environmental Assessment (EA) to evaluate sites in accordance with HUD guidelines and regulations. ERRs are used to evaluate sites and proposed projects from two points of view. The site is evaluated to identify hazards or environmental conditions that pose a risk to completing the proposed project on schedule and within budget. The project is also evaluated to determine possible environmental impacts related to the project activities.

1.2 Project Team

We understand that unique situations sometimes arise that require expertise beyond the norm to provide sound, practical solutions. As a highly diversified company, Terracon has many nationally recognized individuals who are considered experts in their respective fields, specifically environmental clearances for federal HUD projects. These individuals will be consulted if Terracon is awarded the contract. Whenever possible, they try to provide recommendations that minimize risk while at the same time are financially practical.

The following key individuals will be committed to this contract for its duration. Resumes and the required certifications for each of our listed personnel are included in the attachments.



Hilary Clifton
Project Manager | Contract Manager| Point of Contact

BS Geology, Winona State University ■ Asbestos Inspector ■ Asbestos Project Designer ■ First Aid/CPR

Hilary is an Environmental Project and Department Manager in Terracon’s Fargo office and has over twelve years of experience in the environmental industry. She is responsible for producing client proposals and reports for Phase I Environmental Site Assessments (ESAs), asbestos and lead paint surveys, mold assessments, Phase II Limited Site Investigations (LSIs) and Phase III Remediation/Mitigations. She also has experience in soil erosion inspections and indoor air assessments.

Why Hilary will benefit the City of Minot: Hilary has been the project manager/contract manager for multiple on-call contracts with entities such as the North Dakota Industrial Commission, City of Fargo, and the South Dakota Department of Agriculture and Natural Resources serving as the main point of contact with these government agencies. This experience means she understands how to work with government agencies and is familiar with federal, state and local requirements and standards.



Jennifer Peters
Quality Assurance/Quality Control

BS Geography, Texas A&M ■ 40-Hour HAZWOPER ■ Basic Wetland Delineation Certification

Jennifer has 22 years of preparing and managing National Environmental Policy Act (NEPA) documents and over twenty years of diverse professional experience specializing in environmental consulting, regulatory compliance and review, site investigation, technical writing, and site assessment. With additional experience in site remediation and emergency response.

Her NEPA experience includes serving as a project manager, coordinator, and resource specialist specializing in water and hazardous material resources, and document author for Environmental Assessments and Categorical Exclusion documents for proposed actions including programs, utility (water/wastewater, roadways), and facilities. Clients include municipal/local government agencies (cities and counties), U.S. Air Force (USAF), U.S. Postal Service (USPS), Veterans Affairs (VA), and utilities utilizing guidance and regulatory framework provided required by 40 CFR 1500, 32 CFR 989, and 24 CFR 58. Jennifer has worked for and with the USAF, USPS, U.S. Army Corps of Engineers, U.S. Navy, Bexar County, San Antonio Housing Authority, and various municipal (including city, state, and county) agencies.

Why Jennifer will benefit the City of Minot: Jennifer is one of our three HUD Practice Resource Group Leaders within Terracon and has prepared and managed HUD related projects for the past six years. Jennifer’s 24 years of diverse project experience specifically with federal agencies and municipalities and her past HUD experience mean she understands the needs, requirements and processes of the projects under this contract.



In addition to the team presented above, Terracon has the following local resources to support this contract:



Tiffany Schindler
Field Scientist
BS Physics, University of Minnesota ■ Asbestos Inspector ■ Asbestos Project Designer ■ First Aid/CPR

Tiffany is a Field Scientist in Terracon’s Fargo office and has two years of experience in the environmental industry. She is responsible for producing client proposals and reports for Phase I Environmental Site Assessments (ESAs), asbestos and lead paint surveys, mold assessments, and Phase II Limited Site Investigations (LSIs). She also has experience in asbestos abatement design, environmental assessments, and soil remediation.

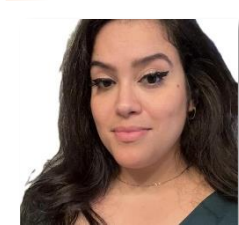
Why Tiffany will benefit the City of Minot: Hilary has been the project manager/contract manager for multiple on-call contracts with entities such as the North Dakota Industrial Commission, City of Fargo, and the South Dakota Department of Agriculture and Natural Resources serving as the main point of contact with these government agencies. This experience means she understands how to work with government agencies and is familiar with federal, state and local requirements and standards.



Sean Gordon
Staff Scientist
BA Archaeology, Minnesota State University Moorhead ■ Asbestos Inspector ■ FAA Remote Pilot ■ First Aid/CPR

Sean is a Staff Scientist in Terracon’s Fargo office and has six years of experience in the environmental industry. He is responsible for producing client proposals and reports for Phase I Environmental Site Assessments (ESAs), asbestos and lead paint surveys, mold assessments, and Phase II Limited Site Investigations (LSIs), as well as utilizing geographic information systems (GIS) to produce visual depictions of both current and proposed site conditions. Sean has additional experience in cultural resources surveys, drone imagery, and soil remediation.

Why Sean will benefit the City of Minot: Sean has local experience within Minot and has regulatory knowledge of the area. With local experience, Sean brings his area knowledge to the project.



Katherine Zayas
Senior Scientist
BS and MS Environmental Science, American Military University ■ 40-Hour HAZWOPER ■ First Aid/CPR

Ms. Zayas has more than 12 years of experience working as an environmental professional and currently serves as a Senior Scientist in Terracon, Houston, Texas. She has performed compliance reviews for the public and private sector, including infrastructure and urban development projects. Ms. Zayas served as a Senior Planner and coordinated duties as an Assistant Director for the Harris County Community Services Department – Disaster Recovery. She was responsible for managing and assisting five programs in conducting environmental reviews and coordinating with stakeholders and local, state and federal agencies.



Why Katherine will benefit City of Minot: Katherine is one of Terracon’s Senior NEPA staff in Terracon and has prepared and managed HUD related projects for the past five years. Katherine’s grant administrative experience project experience particularly with organizations receiving funds US Housing and Urban Development.

SUBCONTRACTORS



Metcalf has over 40 years of professional experience in providing quality cultural resource management services for private sector and government clients. We have an outstanding reputation and solid working relationship with the archaeologists at ND SHPO. Metcalf strives to meet or surpass the expectations of our clients and we will do what we can to respond to your needs and meet the demands of your schedule.



2.0 Experience

2.1 Company Wide Experience

Terracon has developed a proven record in completing Environmental Review Records in accordance with HUD guidelines as specified in 24 CFR Part 58. In the past ten years, Terracon's staff have conducted hundreds of Environmental Reviews across the country. During the past five years, Terracon's team has completed over 200 HUD NEPA documents across the United States, for housing authorities, local governments and within the private sector following the protocols set forth by HUD. Many of our clients for these services are repeat customers, often entering into contract for multiple sites/years.

Terracon's vast experience with NEPA assessments and other environmental services has resulted in knowledge of various environmental laws and authorities on federal, state, and local levels. This experience has resulted in many of Terracon's personnel having expertise relating to environmental laws and authorities including the National Historic Preservation Act, Floodplain Management, Wetland Protection, Rivers and Harbors Act, Clean Water Act, Clean Air Act, Environmental Justice, Coastal Zone Management Act, Endangered Species Act, Coastal Barrier Resources Act, Sole Source Aquifers, Wild and Scenic Rivers, Farmland Protection Act, and Noise.

18,050⁺
**ENVIRONMENTAL PLANNING
PROJECTS SINCE 2017**

Terracon has successfully provided NEPA services to a variety of clients throughout the country, including federal, state, city, industrial/commercial, and economic development districts. NEPA services conducted both directly and indirectly for the HUD has become a predominant niche for Terracon within the past six years. Our services have included Environmental Reviews, Asbestos and Lead-Based Paint Surveys, Geotechnical Investigations and Project Capital Needs Assessment for regional Housing Authorities, HUD lenders, and developers.

Terracon has provided guidance and expertise in Grant Management practices. Our services include:

- Provide Support in Grant Management Activities
 - A. Site Selection
 - B. Contract Support
 - C. Identify Critical Resource Issues Early in the Process
 - D. QAQC Strategies
 - E. Staff Development and Training
 - F. Database Management and Auditing Support
 - G. Regulatory and Policy Compliance



- H. Program Support and Standard Operating Procedures (SOPs)
 - I. Applicant Eligibility Process
 - J. Applicant Environmental Review Requirements
- Environmental Review Process
 - A. Terracon completes full suite of the Environmental Review Process for Infrastructure, Non-Housing and Housing projects
 - B. Mitigation Management – Pre and Post AUGF
 - C. Post AUGF Activities and Compliance
 - D. Coordination with HUD
 - E. Final Document Distribution in Preferred Databases
- Engineering and Construction Coordination
 - A. Establish Communication Plans and Protocols
 - B. Identify Critical Resource Issues Early in the Process
 - C. Coordinate Meetings between Stakeholders
 - D. Develop and Distribute Agendas
 - E. Identify Critical Resource Issues Early in the Engineering and Design Process
 - F. Public Involvement and Stakeholder Support
- Mitigation and Document Control
 - A. Construction Compliance
 - B. Mitigation Measures and Best Management Practices Compliance
 - C. Document Control and Retention
 - D. Auditing Support and Standards



2.2 Representative Experience

ENVIRONMENTAL ASSESSMENT CITY OF JAMESTOWN

Terracon prepared an Environmental Assessment for the North Dakota Housing Finance Agency with the City of Jamestown, North Dakota as the Responsible Entity. The proposed action included demolition of the current structure and redevelopment of the 0.7-acre parcel with a 4-story multifamily apartment structure. It will consist of a total of 33 units located on floors two through 4. The first floor will be utilized as a covered parking area. The site is currently developed, but vacant. The project was designated as 100% affordable utilizing the Section 42 LIHTC program (Low-Income Housing Tax Credit) and Housing Choice Voucher Section 8 Funds Project-Based Rental Assistance with income restrictions ranging from 30-80% AMI (area median income). Sixteen (16) Section 8 vouchers will be administered by the Great Plains Housing Authority and project undertaken by the Commonwealth Development Corporation. A FONSI was obtained and the project approved.



COSA GRANTS MONITORING AND ADMINISTRATION ON-CALL

Terracon currently provides on-call National Environmental Policy Act (NEPA) services for the City of San Antonio Neighborhood and Housing Services Department Division Grants Monitoring and Administration. The City of San Antonio receives funds from the Housing and Urban Development (HUD) department of the United States for grants and loans and as such, NEPA applies to projects in which these funds are used.



Terracon prepares Environmental Review Record and associated resource studies to comply with NEPA and HUD requirements set forth under 24 Code of Federal Regulations 51 and 58. Environmental Review Records include Environmental Assessments and Categorical Exclusion documentations. Terracon determines the baseline conditions and analyzes impacts to environmental resources including wetlands/waters of the U.S., threatened and endangered species, cultural resources, noise, environmental justice, hazardous materials, and public works. Terracon drafts government to government consultation documents and public notices. Terracon is responsible for reconciling public comments received during the public notification period.

Terracon also provides Phase I ESAs and Phase II ESAs, prepares consultation documents, prepares HUD noise calculations, and desktop Archaeological Resources Reviews.



NEW ORLEANS REDEVELOPMENT AUTHORITY

The New Orleans redevelopment Authority (NORA) partners in projects and programs supported by HUD programs such as Community Development Block Grant (CDBG), Neighborhood Stabilization Program 2 (NSP2), Project HOME Again, and others. These programs generally are utilized for the purchase and/or redevelopment of residential housing, improvement of existing commercial properties and development of new public parks throughout the City of New Orleans.



NORA contracted with Terracon to provide various environmental consulting services under a three-year contract. These services include the completion of Environmental Reviews as required by the NEPA of 1969; Phase I Environmental Site Assessments (ESA) and Limited Site Investigations (LSI) / Phase II ESA; Lead inspections, risk assessments, clearance inspections and associated reporting as required by 24 CFR Part 35; and asbestos inspections and consulting services.

To date, Terracon has been contracted to perform lead surveys for seven properties, asbestos surveys for five properties, performed lead clearance sampling for four properties, NEPA Environmental Reviews in accordance with 24 CFR Part 58 Environmental Assessments (EA) for 32 properties, an LSI for one property, a Phase I Cultural Resource Survey for one property, and a Phase I ESA for 5 properties. The EA projects have included a combination of EA checklists. Items included within the EAs generally included the identification of historical resources and consultation with SHPO; toxics and hazardous materials/ wastes; floodplain and proximity to levee system; proximity to the airport; noise; and barrier islands.

Terracon was also tasked to develop a Tier I Programmatic Evaluation in support of NORA's Community Adaptation Program (CAP) in the Gentilly neighborhood of New Orleans, Louisiana. The Tier II evaluation sheet is intended to assess the program's overall environmental impact. The CAP is intended to reduce individual and collective risk over time by reducing localized flooding, improving public health, increasing public awareness of storm water management impacts, and improving economic conditions. The CAP included the installation of rain gardens, planter boxes to collect storm water, rain barrels, detention basins, tree- planting, reduction of impervious surfaces, and infiltration trenches. Terracon was also tasked with developing a Tier II Programmatic Evaluation sheet to be utilized to assess the specific environmental impacts once an individual property was identified.



CITY OF CHARLESTON – ENVIRONMENTAL REVIEW RECORDS ON-CALL

Terracon currently provides on-call NEP) services for the City of Charleston in support of their use of funds associated with Community Development Block Grant, HOME Investment Partnerships Program, and Housing Opportunities for Persons with AIDS programs administered through HUD department of the United States.



Terracon prepares Environmental Review Record and associated resource studies to comply with NEPA and HUD requirements set for under 24 Code of Federal Regulations 51 and 58. Environmental Review Records include Environmental Assessments and Categorical Exclusion documentations, as well as prepared tiered ERRs. Terracon determines the baseline conditions and analyzes impacts to environmental resources including wetlands/ waters of the U.S., threatened and endangered species, cultural resources, noise, environmental justice, hazardous materials, and coastal zone consistency. Terracon drafts government to government consultation documents and public notices.

Terracon is responsible for reconciling public comments received during the public notification period. All of the information – baseline and impacts as well support documentation are uploaded through HEROS on behalf of the City of Charleston. Terracon also provides Phase I ESAs and Phase II ESAs, prepares consultation documents, prepares HUD noise calculations, and desktop Archaeological Resources Reviews.

ENVIRONMENTAL ASSESSMENT REVIEW FOR LOW-INCOME OWNER OCCUPIED HOUSING

Montgomery County Community Development selected Terracon to perform a HUD Environmental Assessment and Phase I ESA for the construction of single family homes on approximately 4 acres of land located off of Rogers Road in Montgomery County, Willis, Texas. The project consists of the acquisition of 4 acres of wooded land, pre-construction, and construction of 10 homes.



It was anticipated that the County would use \$140,000 in HUD funding to purchase the land and additional HUD funding during the pre-construction and construction phases, necessitating compliance with 24 CFR §58.

Terracon compiled and reviewed available published documentation, and performed/documented a preliminary assessment of environmental and socioeconomic conditions in general accordance with 24 CFR §58. As required in §58.36, existing conditions and trends, proposed project parameters, potential beneficial and adverse environmental impacts, further compliance requirements, avoidance and minimization practices,



and reasonable alternatives were addressed. Applicable statutory checklists were completed, referencing support documentation provided in the EA Review.

3.0 Statement of Work

ENVIRONMENTAL ASSESSMENT

Terracon then evaluates and assess potential impacts of each of the required compliance factors. Coordination with state and federal agencies including North Dakota Game and Fish, State Historic Preservation Office, USFWS, USDA-NRCS and THPOs which require their own time to review the project is initiated early on to ensure responses are received in a timely manner to avoid delaying the project. During the agency review period additional compliance factors are reviewed and any supporting documentation such as maps or reports are generated or gathered and uploaded into HEROS to address each factor. Terracon will utilize readily accessible information from Federal and State resources and databases, and other publicly available datasets when possible to gather supporting documentation. Occasionally additional studies are required such as wetland delineations, noise assessments, Phase I ESAs, etc. which will be identified early on during the project review. If additional studies are needed, Terracon will notify the client to approve the additional studies prior to initiation of additional work. Terracon will also draft the early and final public notices and complete the 8-step process if a project results in impacts to wetlands or floodplains. Terracon will complete the mitigation measures and conditions for any factors that require mitigation to be approved by HUD. Once all of the compliance factors are sufficiently addressed in HEROS, Terracon will send a draft HEROS report to the client for review prior to assigning the Review to the RE.

Each resource/compliance factor (baseline and impacts) will be reviewed and documented. The approach for the review of each resource is as follows:

Flood Insurance

The Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) requires that projects receiving federal assistance and located in an area identified by the Federal Emergency Management Agency (FEMA) as being within a Special Flood Hazard Areas (SFHA) be covered by flood insurance under the National Flood Insurance Program (NFIP). If the proposed project does not include utilizing funds for construction, rehabilitation or maintenance, a review of this resources not be required. Terracon will determine if the proposed project site is located within Federal Flood Risk Management Standard (FFRMS) and require flood insurance. If a project requires flood insurance, Terracon will inform the City and request documentation that insurance will be obtained to include within the ERR.



Clean Air Act

Under the Clean Air Act, the US Environmental Protection Agency (USEPA) sets National Ambient Air Quality Standards (NAAQS) (ozone, particulate matter, carbon monoxide, nitrogen oxides, sulfur dioxide, and lead). Maricopa County is in non-attainment for 8-hour ozone and PM-10. As such Terracon will review the proposed action and the potential for air emissions. If the levels are not considered de minimus Terracon will inform the City and mitigation measures may be required. Terracon will support the formation of these measures if requested.

Hazard, Toxic or Radioactive Materials & Substances

A Phase I ESA will be performed consistent with the procedures included in ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process if an EA is required. The purpose of this ESA is to assist in developing information to identify recognized environmental conditions (RECs) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions. As part of the ESA, Terracon will visit each location and require access to the interior of the buildings. Recognized environmental conditions are defined by ASTM E1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions."

If a CEST is required, Terracon will perform a review of regulatory databases, historic aerials, and historic topographic maps as well as visit the exterior of the site. The review will not be in accordance with ASTM E-1527-13 but ASTM E1528-22, Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process.

If RECS are noted, Terracon will provide suggestions for future steps to delineate or remediate the potential concern.

Endangered Species Act

A Terracon scientist will conduct a limited data review for federally listed threatened and endangered (T&E) species.

The review will include information from the following sources: USFWS Information for Planning and Consultation (IPaC) system, state T&E species, and digitally mapped USFWS designated critical habitat for listed species.

Terracon will provide a brief section in the ESA summarizing the federally listed species with potential to occur within the county, a copy of the IPaC system report, and an exhibit indicating mapped USFWS area(s) designated critical Habitat (if applicable).



This level of data review does not include a site visit by a biologist and does not include a habitat suitability analysis. Absence of documented sightings and/or designated critical habitat on-site, or in the immediate vicinity, does not ensure that T&E species are not present. A lack of documented sightings may indicate that the area has not been surveyed or did not previously contain suitable habitat. This limited desktop review is not a substitute for a habitat suitability assessment by a field biologist or a presence/absence survey for a specific species.

Explosive and Flammable Hazards

Terracon will review readily accessible information and resources to determine the presence of applicable ASTs within one mile of the site. If present, Terracon will use HUD's Applicable Separation Distance online calculator to determine the appropriate distance required and compare it to the project site's location from the AST.

Farmland Protection

Activities directly or indirectly impacting prime or unique farmlands and/or farmland of statewide importance are subject to the Farmland Protection Act. Terracon will review soil survey classifications on the Natural Resources and Conservation Service (NRCS) Web Soil Survey to determine if the proposed site location is designated as prime or unique farmland or farmland of statewide importance. If designated soils are identified on the property, Terracon will prepare the NRCS Form AD-1006 to initiate and complete consultation with NRCS and compliance under the Farmland Protection Act.

Floodplain Management

Executive Order 11988 requires Federal actions to avoid impacts to floodplains and to avoid direct or indirect support of floodplain development. By utilizing Federal Flood Standard Support Tool, Terracon will determine if the proposed project site is located within FFRMS. If located within the FFRMS, the 8-Step Decision Making Process evaluation, which includes a 15-day and 7-day comment period, will be required.

8 or 5 Step Process Option – If the site is located within a 100-year floodplain, completion of the 8 or 5 Step Decision Making Process is required. The 8 Step Decision Making process evaluation includes the publication of two (2) public notices and two (2) public comment periods: one 15-day and one 7-day comment period; however, the second notice can be published with the Finding of No Significant Impact. The fee for this additional evaluation and public notifications would be included in the estimated fee.

Historic Preservation

A Terracon cultural resource specialist will conduct a desktop data review for known historic sites and previous cultural surveys. The review will include information from the following sources: National Register of Historic Places (NRHP), publicly and readily available data (i.e., non-restricted access data) from the North Dakota State Historic Preservation Officer (SHPO). This level of data



review does not include a site visit by a cultural resource professional (e.g., archaeologist or architectural historian). The review will be documented in a report prepared by a cultural resource professional meeting Secretary of the Interior standards. The report will be provided to the SHPO in the request for consultation under Section 106 of the National Historic Preservation Act of 1966.

Absence of documented cultural/historic sites does not ensure cultural resources are not present. A lack of documented cultural/historic resources may indicate that the area has not been surveyed or such resources were not previously encountered. The SHPO may require additional information and / or surveys associated with historic buildings or archeological features. If required, Terracon can provide this service and continue the Section 106 process.

Under Executive Order 13592, Terracon will also prepare letters to be sent to Federally Recognized Tribes; however, the letters must be on City letterhead and signed by a representative of the City. Federal consultation with Native American tribes must be meaningful, conducted in good faith, and entered into on a government to government basis. Terracon cannot consult with the tribes; but we will submit the signed letters upon request.

Noise Abatement and Control

The Noise Control Act of 1972 (Public Law 92-574) and Quiet Communities Act of 1978 directs federal agencies to comply with applicable federal, state, interstate, and local noise control regulations. USEPA and the U.S. Department of Housing and Urban Development have identified noise levels to protect public health and welfare with an adequate margin of safety. There are acceptable guidelines for assessing noise conditions in an environmental setting. Noise levels below 65 decibels (dB) are considered to be acceptable in suitable living environments.

The three major noise sources will be reviewed, public and military airfields within 15 miles, rail lines within 3,000 feet, and major roadways within 1,000 feet. Data collected will be entered into the HUD DNL Noise Calculator. For airfields, Terracon will obtain the noise contours generated for the installations. For rail lines, Terracon will obtain daily train traffic information from the Federal Railroad Administration Office of Safety Analysis. If traffic counts are available, Terracon will estimate the current and if required future exterior noise levels using AZDOT generated data. If traffic counts are not available, Terracon will review the National Transportation Noise Map to determine the noise level at the proposed site. Utilizing the Noise Guidebook, published by the U.S. Department of Housing and Urban Development (HUD), to determine major noise sources.

If noise levels exceed 65 decibels (dB), mitigations measures will need to be implemented to reduce the interior noise levels. If required to document the noise attenuation measures through construction materials, Terracon will utilize HUD's Sound Transmission Classification Assessment Tool (STraCAT) to document the noise levels within the interior of the building.

Sole Source Aquifers

The USEPA regulates activities that may impact Sole Source Aquifers (SSA) under the Safe Drinking Water Act. Terracon will utilize the USEPA's Sole Source Aquifer online map to identify



designated SSAs on the project site location. If identified, the USEPA Regional office will be consulted for impact analysis and concurrence.

Wetland Protection

The U.S. Army Corps of Engineers (USACE) regulates jurisdictional wetlands and other waters of the U.S. under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Additionally, Executive Order 11988 applies to wetlands. The limited desktop review will identify areas mapped by the sources below as potentially exhibiting wetlands and/or other waterbodies that may be subject to regulation under the USACE or Executive Order 11988. Terracon scientist will review the following sources and identify areas mapped to indicate potential wetlands and waters: USGS topographic map, National Wetland Inventory, and historic and current aerials images.

Presence of mapped features is not always indicative of the presence of jurisdictional waterbodies. The limited wetlands review does not provide a definitive assessment of aquatic resources within the project area with the potential to be regulated under Federal, State, and/or local law and does not include an opinion as to whether features present on the site would be considered jurisdictional by the USACE. If a proposed project has the potential to impact a wetland, Terracon will inform the city upon initial review of the project. If the impacts can not be avoided, depending upon whether the feature has the potential to be jurisdictional, Terracon would perform a wetland delineation to document the potential or absence of a jurisdictional wetland. Only the USACE can make the official determination as to whether a feature is considered jurisdictional by the USACE; therefore if requested Terracon would provide the report for review by the USACE for a official determination. If the wetland is not jurisdictional, Executive Order 11988 is applicable and either a 5- or 8-step process identical to that discussed under the Floodplain Management resource would apply and tasks completed.

Wild and Scenic Rivers Act

HUD requires an evaluation of potential impacts to designated wild and scenic rivers resulting from HUD assisted projects. Terracon will review online mapping resources on the National Wild and Scenic Rivers and National Rivers Inventory websites to identify designated wild and scenic rivers that may be impacted by the proposed project.

Environmental Justice

Executive Order 12898 "Federal Actions to Address Environmental Justice in Minority Populations and Low income Populations" requires federal agencies to evaluate federally assisted projects disproportionately high impact on minority and low-income populations. In 2023 a new Executive Order, 14096, "Revitalizing Our Nation's Commitment to Environmental Justice Overall" expanded the protected categories to include Indigenous populations and individuals with disability, and it includes affordable housing as an element of achieving environmental justice. Terracon will utilize the USEPA's EJSCREEN - Environmental Justice Screening and Mapping Tool to identify disadvantaged populations that may be impacted by the proposed action. If impacts are present Terracon will discuss with the City how those impacts could be mitigated.



EA Factors

If an EA is prepared, additional resources beyond those noted above will be reviewed. Terracon will review the EA Factors to document the accessibility and impacts to resources such as land development, socioeconomics, community facilities and services, and climate and energy. Terracon will review publicly available data including news articles, school district enrolment information, crime statistics, parks and recreation information, land use ordinances and associated GIS data, and City information.

Assumptions

- Terracon assumes that the document prepared will be an Environmental Assessment and include the actions / impacts associated with the disposition of the properties as well as the construction of the multifamily complexes. Note that for one document to be prepared, the location of the properties to be disposed of must be known at the kickoff meeting. The disposition of the properties are considered a connected action with the funding and construction of the multifamily housing complexes; however, for one review to be conducted the locations of all properties must be known.
- A Phase I ESA is required for EAs associated with multifamily housing developments. If a Phase I ESA is not available at the time of the preparation of the document, Terracon can perform a Phase I ESA; however note that the fee provided with this response is not included.
- A Noise Study may be required if noise levels at the new development have the potential to be over 65 decibels. This study or noise attenuation calculations are not included within the approach or fee. If required, Terracon will inform the city if additional noise evaluation (study or attenuation) is required. Terracon can perform these services for an additional fee.

CDGB Administration

Terracon will review HUD funding applications and associated documentation for completeness, accuracy, and compliance with HUD requirements. Revisions will be provided and if requested guidance given on actions required to submit requests and ultimately receive authorization for funding.



Assumptions

Terracon assumes that the CDBG Administration management will extend an additional two months past the Release of Funds date.

Task / Deliverable	Schedule
Environmental Review Record	
Kickoff Meeting	Within 5 business days upon receipt of Notice to Proceed
Desktop Cultural Resources Report	Within 21 business days upon receipt of project area (properties to be disposed and area of construction)
Consultation Letters (Tribe and SHPO)	Within 2 business days upon completion of desktop cultural resources report
Archeological Survey if Required	Draft Report within 15 business days upon field work
Submit Archeological Report (Continued Section 106) to SHPO	Within 2 business days upon approval of report
Preliminary Draft EA in HEROS	Within 5 business upon completion of Section 106 consultation
Draft EA in HEROS	Within 5 business upon receipt of comments on Preliminary Draft EA
Notice of Availability	Provided (Terracon assumes that the city will publish notice on government website) within 5 business days upon receipt of comments on Preliminary Draft EA
Public Review of Draft EA	30 calendar days
Final EA / FONSI / Release of Funds	Within 2 business days upon completion of 30 day public comment period and receipt of comments.
CDBG Administration	Within 5 business days upon receipt of Notice to Proceed Administration throughout contract and completed within two months upon release of funds.



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TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: September 3, 2024

**SUBJECT: PUBLIC HEARING: MI-4 (MAPLE DIVERSION) ALIGNMENT
CONSIDERATION**

I. RECOMMENDED ACTION

It is recommended City Council adopt the alignment presented by the Souris River Joint Board (SRJB) and approve the acquisition of 11 additional properties.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The SRJB continues to advance in the designs for the many phases of the Mouse River Enhanced Flood Protection Project (MREFPP). The Maple Diversion or MI-4 project detailed design started in 2018, however design progress has been slowed due to significant concerns expressed by CPKC and BNSF railroads. The design team has worked through multiple design configurations to check for feasibility of construction and ensure the design standards of the railroads are met. After years of coordination, a configuration has been developed that satisfies railroad requirements and detailed design is again ready to progress. This new configuration differs from what was originally contemplated in the MREFPP Preliminary Engineering Report and will require additional property acquisitions.

B. Proposed Project

The SRJB (and its consultant Houston Engineering) will present information regarding the current alignment and the additional impacts the alignment creates. Affected property owners in the area met with the design team on August 22 to hear a preview of the information prior to a public presentation to council. Comments received to date since this meeting are included in the council packet. The purpose of this item is to give council the latest information regarding the MI-4 project, hear public comment and either concur with or suggest changes to the recommended alignment. If the proposed alignment is

accepted, this will ultimately kick off the acquisition of 11 additional properties.

C. Recommendation Detail

The SRJB is tasked with building flood control in Minot in the most cost-effective manner. This current alignment is a balance between additional acquisitions and building more expensive flood control features.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

MI-4 is the final piece of project Milestone 1 and, once completed, removes about 60% of residents from the flood plain.

C. Fiscal Impact

Project Costs

The Maple Diversion is estimated to cost about \$100 million.

Project Funding

The City has an agreement with US Army Corps of Engineers to fund about \$65 million of the Maple Diversion. The remaining amount will be split 65/35 between the State of ND and the City of Minot.

VI. ALTERNATIVES

The design team has worked through about 40 iterations of MI-4 to analyze the different alignments to optimize railroad impacts, property acquisitions, and flood control features. The presentation will show the alternatives analysis that has been done to optimize the design.

From: [Sabrina Herrmann](#)
To: [Jason Sorenson](#)
Subject: FW: M1-4 Buy Out - Comments
Date: Thursday, August 29, 2024 10:58:04 AM
Importance: High

Caution: This message has originated from an External Source.
Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Hi Jason...

I received the comments below from Taylor Hauf and Zach Wang this morning, please include these comments with those going to council for their review.

Thank you and let me know if you have any questions.
Sabrina

-----Original Message-----

From: Sabrina Herrmann
Sent: Thursday, August 29, 2024 10:56 AM
To: Taylor Hauf [REDACTED]
Cc: Zach Wang [REDACTED]
Subject: RE: M1-4 Buy Out - Comments

I appreciate you taking the time to share your thoughts, comments, and concerns.

I will be forwarding this to Jason Sorenson, City of Minot Utilities Director/SRJB Director, and he will be forwarding these onto the City Council secretary to upload to the council packets for their review for the meeting on Tuesday, September 3rd.

Don't hesitate to reach out if you have any additional thoughts or questions. Thank you and have a good day.

Sabrina Herrmann
SRJB PIO

-----Original Message-----

From: Taylor Hauf [REDACTED]
Sent: Thursday, August 29, 2024 10:36 AM
To: Sabrina Herrmann <sabrina.herrmann@ackerman-estvold.com>
Cc: Zach Wang [REDACTED]
Subject: M1-4 Buy Out - Comments

Dear Councilman/Councilwoman,

Let us take the time to introduce ourselves. Our names are, Zach Wang and Taylor Hauf the property owners of 705 W Central Ave, Minot ND. Our property will be taken by eminent domain upon approval of the amended flood prevention project phase M 1-4 maple diversion. We had been asked to provide feedback, if applicable.

I've been digging a lot on the mouse river plan website. Going through the meeting minutes, invoices and remaining budgets, focusing on M-4 maple grove. Here is the summary I found leading to our concerns, questions, and demands.

November 2023: came to an agreement with the railroad to build a bridge that would not impact the property owners as it was only expected at that time to effect 6-9 home owners. Market value estimated at 1.5 million, with

demolition, relocation costs 3 million. Which they didn't find "feasible" to impact owners at that time.

January 2024: discovered Channel is too small, and possibly of needing to acquire properties if no other solutions could be found accommodating the railroad and assuming Channel needs. Referencing acquisitions again, implying the board knew properties are needed at this point.

From January 2024 to August 2024

Not a lot of change, most accommodations noted made to the railroad. Board referencing acquisitions of impacted properties and planning which ones. I do feel as if the board knew which properties as there is only a few citizen owned bordering this area. As mentioned in November 2023 6-9 homes, which reflect in the 11 properties being threatened present time.

August 1st: railroad accepted the proposed grading for the bridge and SRJB assumed to go the city August 19th to start acquiring 11 properties. March 2025 65% and 90% by end of 2025. Leaving homeowners mere months.

****I could not locate any information nor reports stating why the Channel was unable to be pinched, nor documentation into railroad accommodations with proposed costs. Leading me to question if all revenues were properly exhausted before impacting homeowners? Was the opposing south side also assess for a viable option?**

Is additional funding being granted for the proposed amendment to the current flood prevention project? If so, how will this affect Minot citizen's already high taxes? Reviewing the SRJB project budget only 1.3 million remains. I do recognize the benefit of the flood prevention project for our community, but again at what cost to citizens that might never see its rewards. 2011 flood was devastating within itself, yet citizens are still feeling recourse years later. Is this due to inadequate project planning within the city and SRJB? I don't understand how a plan that was approved in 2018 now needs amendments impacting so many in 2024.

Concerns with buy out

Buy out is based on fair market value, not true market value. Fair market value is not "just compensation", it's simply a number the city wants to pay for a vital asset to its project. This is not a typical open market sale, why is it treated as such? These impacted properties were not apart of the 2018 approved plans. The City needs to buy my home to accommodate changes, I don't want to leave my home, debatably a forced sale by power of eminent domain. As homeowners are given two options: Negotiating compensation, hoping to come to an agreement with the City. Seek compensation within the court. Minot assessed tax value isn't up to date as many of the properties impacted have not been appraised since they were purchased. Will this be taken into account when assessing market value? Discovering via YouTube how the City assess properties at what percentage will this be done? Again 95%-97% refers open market sale, this buyout is not a traditional market sale. Inflated housing market being taken into account when homeowners are being displaced? Purchasing our home in 2020 those number look vastly different to 2024. Conditions of the prospect properties to our property? As a homeowner who has spent thousands of dollars within the last year improving my property, how can I be asked to settle for a dated home, needing equivalent renovations? My understanding during acquisition the government must leave the owner as if no acquisition has occurred. This goes for financially, sq ft, condition, age and amenities. Interest rates have gone up substantially since we purchased our home, forcing us into a new home loan with a higher interest rate seems criminal. How does the city plan to lessen this financial burden? Are we guaranteed a loan, if so how? Credit scores may have been impacted with ongoing economic struggles many may have faced, as this was not a foreseeable anyone has planned for.

Also to add, why were we not told in November of 2023 there was a possibility we could loose our homes? I feel as if we were dehumanized, purposely left in the dark. There has been many opportunities for transparency within the ongoing project demands, that are now on the people impacted to burden. Reflection of these acquisitions is also found within the 2025 City Councils Budget. If homeowners were adequately informed of the potential taking of their home they of could planned. In our case, held off on home improvements, as no grantee of compensation. I've invoiced improvement receipts dating back to November 2023, totaling thousands of dollars. Which we are willing to share. Some which we will see within our appraisal, but not all. Example, a tree was removed earlier this year costing us \$4,000. Is the city willing to compensate for these costs? I understand not every penny put into a home will be regained, however we didn't renovate with intent to sell. Blurring the lines of "just compensation", as these reports indicate this financial burden could have been avoided with transparency from city officials. I ask that The city council look at the burden it's inflicting on these citizens, compensating accordingly. The emotional damage

this has inflicted, and support the citizens as an elected council should. We've had one person offer condolences to us..one. If I, the homeowner, am asked to bear the burden to benefit the community as a whole. I ask you, city council, to bear the burden of its citizens directly impacted by the taking of our homes and the financial struggles associated.

Thank you for taking the time allowing us to ask our concerns and voice our frustrations.

Regards,
Zach Wang and Taylor Hauf
705 W Central Ave, Minot ND

From: [Sabrina Herrmann](#)
To: [Jason Sorenson](#)
Subject: FW: Property Acquisitions
Date: Thursday, August 29, 2024 11:16:44 AM
Importance: High

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Below highlighted in pink in one additional concern Mr. Kibler would like included with his other comments...

From: Robert Kibler [REDACTED]
Sent: Thursday, August 29, 2024 11:05 AM
To: Sabrina Herrmann <sabrina.herrmann@ackerman-estvold.com>
Subject: Re: Property Acquisitions

Thank you very much Sabrina. It does upset me that others say they're sending stuff in or have sent stuff in and yet they have not but it speaks to the general sense that you can't fight City Hall. So I hope City Hall is fair. I would add this one more comment to the packet going to Council:

I've been on the Planning Commission in Burlington that met with the city Council to determine fair pricing for buyout of flooded homes from people. What I remember about that time is that we had an argument on the council because several people felt that we could get people out of their houses at a bargain because Councilmen knew they were devastated and just wanted to be quit of it all. Others of us on the Council Argued that we were dealing with people who are devastated, and that we should not be trying to take advantage of them in their devastation, and that indeed we should be fairer to them than they imagined, because we need to help them put their lives back together again.

I guess I would appeal to the better angels of the Council's nature here. We are devastated people. Silenced people.

Robert Kibler

Robert E. Kibler, reader, writer, beekeeper, swimmer

On Thu, Aug 29, 2024 at 10:37 AM Sabrina Herrmann
<sabrina.herrmann@ackerman-estvold.com> wrote:

Good morning Mr. Kibler...

I am attaching a document that was provided by the CDM Smith, tied to your highlighted in yellow question below regarding commercial property acquisitions. I have also provided you some additional details

on other questions you had, please see those also highlighted below in yellow with the corresponding answers in red.

I also wanted to let you know that as of this email to you, I have not received any other comments from any of the other residents. We will be submitting your comments to City Council, per protocol for meeting agenda, and if other comments come in between tomorrow and Tuesday we will provide those to council as handouts at the meeting on Tuesday, September 3rd.

Thank you! Sabrina Herrmann

Mr. Kibler sent on 8/28/2024 at 9:06pm

They said they will be sending stuff tonight

Robert E. Kibler, reader, writer, beekeeper, swimmer

From: Sabrina Herrmann

Sent: Wednesday, August 28, 2024 3:57 PM

To: Robert Kibler [REDACTED]

Subject: RE: Property Acquisitions

As of this message I have not recieved any additional comments from any of the affected owners on the list I supplied you yesterday afternoon.

I have emailed with both Taylor & Zach, who were not able to attend the meeting, about being able to connect with them on what was covered in the meeting. We scheduled a time with them and CDM Smith & the lead engineer spoke with them. But as of this message I have not received any comments from either of them on the meetings they had or comments to share with City Council.

Sabrina

----- Original message -----

From: Robert Kibler [REDACTED]

Date: 8/28/24 3:39 PM (GMT-06:00)

To: Sabrina Herrmann <sabrina.herrmann@ackerman-estvold.com>

Subject: Re: Property Acquisitions

Two people sent me long rants that they said they were then going to send to you. Nobody sent anything?

Robert E. Kibler, reader, writer, beekeeper, swimmer

On Wed, Aug 28, 2024 at 9:32 AM Sabrina Herrmann
<sabrina.herrmann@ackerman-estvold.com> wrote:

Good morning...

To this point I have not received any additional comments from any of the residents regarding the changes to the plan alignment and potential acquisitions.

Our team was able to meet with the Oak Park Condo residents yesterday, as they were unable to attend last week's meeting, and they could come forward with comments but to this point no one else has sent anything to me other than yourself.

From: Robert Kibler [REDACTED]
Sent: Wednesday, August 28, 2024 6:00 AM
To: Sabrina Herrmann <sabrina.herrmann@ackerman-estvold.com>
Subject: Re: Property Acquisitions

Also, I wonder if we can see the comments that have been gathered for the city Council.

Robert E. Kibler, reader, writer, beekeeper, swimmer

On Tue, Aug 27, 2024 at 3:43 PM Sabrina Herrmann
<sabrina.herrmann@ackerman-estvold.com> wrote:

Hello Mr. Kibler...

Below is the chart that shows you the owners and the addresses of those affected by the proposed additional acquisition for MI-4 Maple Diversion. It would be 11 properties and 10 owners since you own 2 of the properties on this list.

[REDACTED]	810 2ND AVE SW UNIT A **
[REDACTED]	810 2ND AVE SW UNIT B **
[REDACTED]	810 2ND AVE SW UNIT C **
[REDACTED]	810 2ND AVE SW UNIT D **
[REDACTED]	804 1ST AVE SW
[REDACTED]	808 1ST AVE SW
[REDACTED]	104 8TH ST SW
[REDACTED]	100 8TH ST SW
[REDACTED]	709 W CENTRAL AVE
[REDACTED]	705 W CENTRAL AVE
[REDACTED]	701 W CENTRAL AVE

Thank you!

From: Sabrina Herrmann

Sent: Tuesday, August 27, 2024 11:37 AM

To: Robert Kibler [REDACTED]

Subject: RE: Property Acquisitions

Hello Mr. Kibler...

I wanted to let you know that I am in receipt of your emails with comments to City Council and your questions.

I am currently working with our team to get your questions directed to correct party to make sure we can answer your questions. As I have answers I will be sending you responses. I may try to combine all of your email content into one email thread so all of your responses can be found in one location and might better help the dialogue in one place.

I will be in contact this afternoon with some additional data. Thank you for your comments and questions.

Sabrina Herrmann

From: Robert Kibler [REDACTED]

Sent: Tuesday, August 27, 2024 8:33 AM

To: Sabrina Herrmann <sabrina.herrmann@ackerman-estvold.com>

Subject: Property Acquisitions

You don't often get email from [REDACTED]. [Learn why this is important](#)

Okay, one more point for the list that goes to City Council and one more request:

Most of those devastated by the flood took out SBA Loans to rebuild. Those loans came with 3, 4 and sometimes 5% interest rates--rarely beyond. Yet today we are in a market where interest rates hover around 8%--nearly double what everyone has currently on their SBA loan. This will result in a hardship, because those whose properties are acquired will simply have to buy less house, given their overall income. Sure, property values have risen, but not proportionately for those whose properties were flooded. In fact, when selling, many have been told, as was I, that I should deduct the money for a fully 30 year amortized flood insurance payment from the overall asking price of the house to be sold. This is what purchasing homes in the flood zone would entail. For me, that would have been a \$60,000 deduction at the time of the flood. This ought to be considered in any reasonable assessment of compensation. The federal regulations for the Mortgage Interest Differential Payment are covered by [49 CFR 24.401\(d\)](#). Additional relocation benefits through

URA are covered by [49 CFR 24.301-306](#) and [49 CFR 24.401-404](#).

And can I have the names and addresses of those affected by this new property acquisition? The 11? If you do not have it, do you know where I can find it? Thanks for any info. Robert Kibler

From: Robert Kibler [REDACTED]
Sent: Tuesday, August 27, 2024 6:54 AM
To: Sabrina Herrmann <sabrina.herrmann@ackerman-estvold.com>
Subject: Re: Acquisition if properties

You don't often get email from [REDACTED]. [Learn why this is important](#)

I have one more question:

State law notes that we have the right to know the conclusion of 10 property acquisition cases pertaining to our own. Since mine is the only commercial property on the acquisition list, can I get a list of the 10 commercial properties acquisition conclusions for the Maple Street Diversion— or at least can you tell me how or where to get these? Attached is a list of rental multi-family properties and commercial properties that were acquired for the Maple Diversion Project. All of these properties are between Maple St and Broadway. The information includes property address, structure type, original offer, and final accepted offer.

Thanks for any info, Robert Kibler
Robert E. Kibler, reader, writer, beekeeper, swimmer

On Tue, Aug 27, 2024 at 6:23 AM Robert Kibler
[REDACTED] wrote:

Sabrina,
Since you are our poc, can you tell me what policies and/or what century code law guides property acquisitions for the city of Minot? The City of Minot website has the involuntary buyout policies and procedures which follow the federal regulations for Real Property Acquisition and Uniform Relocation Assistance. <https://www.minotnd.gov/DocumentCenter/View/8256>

I also am curious if there is public record of previous acquisitions.
Thanks for any help here. Robert Kibler
Robert E. Kibler, reader, writer, beekeeper, swimmer

FIRST MESSAGE SENT BY MR. KIBLER on 8/26/2024 @ 3:24 pm

For the record to City Council:

*I do not think anyone would have a serious problem with the property acquisitions in the Maple Diversion, because we know it serves the greater good—even though we thought we were part of the future, only to find out now, after ten years, that we are not. At the same time, several of those among the 11 owners whose properties are to be acquired have grave

concerns that the City will try and undervalue our properties, because the Federal and State assets available to buy out properties was already limited before the number of acquisitions totaled 11. I am told this by others who have started doing the research. I do not know it personally. But I am pretty sure some of us will fight giving up our properties for low values that fit the finite amount of money left for buyouts. But I am pretty sure some of us will fight giving up our properties for low values that fit the finite amount of money left for buyouts.

Further:

*10 years has passed since the flood and related home acquisitions began. We 11 owners targeted now are not the same as those people whose lives were devastated in 2011. We were devastated then too, but undertook the tremendous physical, psychological, and financial burden to rebuild our homes because we were assured a bright future. We were on the map marked as safe. To have that safe future yanked out from under us after 10 years, given all of that labor and time and money sets us apart. Those who were in the hazard mitigation zone or the flood way, according to the Mouse River Plan had their devastation all at once, long ago. We were not in the flood or hazard mitigation zones. We were assuredly safe on the map for a decade, until now. That is why we made the decision back then to fight to survive. We are quite reasonably to be understood as far more devastated after ten years than were those who had no choice but to accept their devastation a decade ago and walk away then. Our shock is unique and puzzling.

*Many--perhaps all of us-- took out high mortgage loans to rebuild our properties. Those who were bought out originally have moved on. That means, in a financial sense, wherever they ended up, they have mortgages that they have been working to pay off for the last 10 years. As we know, when you take out a home mortgage, you pay most of the interest up front. If we are relocated now, then we have been paying interest for ten years on properties to no good purpose. Those who were bought out earlier are now ten or so years closer to the point in their loans where they actually start paying off the principle, whereas we are having our financial burden nullified before any of the benefits towards principle begin. When we start again, we start from scratch, with mortgages on new homes, with a new ten years to get to the same amortized place we are today, giving us in effect a 20-year burden. Those who lost all 10 years ago are now quite a bit ahead of us financially. Something should be done about this. It is not unreasonable to think that we should have all of our interest for the last ten years of home loans paid to us, in addition to a true assessed value of our properties by a non-biased assessor.

*Because we have taken out high loans, loans well beyond the value of our properties, compensation for those high loans ought to be figured into all of our valuations. Most of us took out those high loans knowing that it was not prudent to do so from a financial point of view, but would be worth it from the vantage of living in our rebuilt homes over the long arc of time. Only in the long run would our high mortgages pay off. It would be worth it to rebuild what we had lost, start again, and become a part of the bright future resulting from the beautiful and protective Maple Diversion plan, with its walks, lights, open space, et cetera. But now, with these high loans, most people will walk away from their

properties with little to no equity in them. We will technically be able to pay off our loans with a fair assessed valuation, but barely so, leaving us unable to afford a down payment on another home. Most only now have houses that fit the assessed value of what they borrowed 10 years ago to rebuild. To turn a blind eye to this situation wrongs good taxpaying citizens of Minot, who despite the devastation, decided to stay, rebuild, and be part of the future. I think everyone should get a \$10-15000 payment on top of assessed home values, in order to start again. This is especially true for those who have less than, say, \$25,000 in equity in the homes they rebuilt, and have paid mostly interest on for a decade now.

I am among those who believed in the future and paid the price to be part of it, only to have it pulled out from under me. I suspect that this is the case for most everyone affected by this property acquisition. The concern is greatest in light of the general sense that the City will not do the right thing by us but will instead be guided only to the cheapest action--with us bearing the brunt of it, 10 years after the crisis.

Sabrina,

Separate from this list of concerns for the City Council, I would like to request information about the railroad position. Where can I find this? I want to know why, after all of this time, it is deemed necessary to take our homes? What specifically has changed from the original plan? I would appreciate any information here.

Thanks, Robert Kibler, [REDACTED].



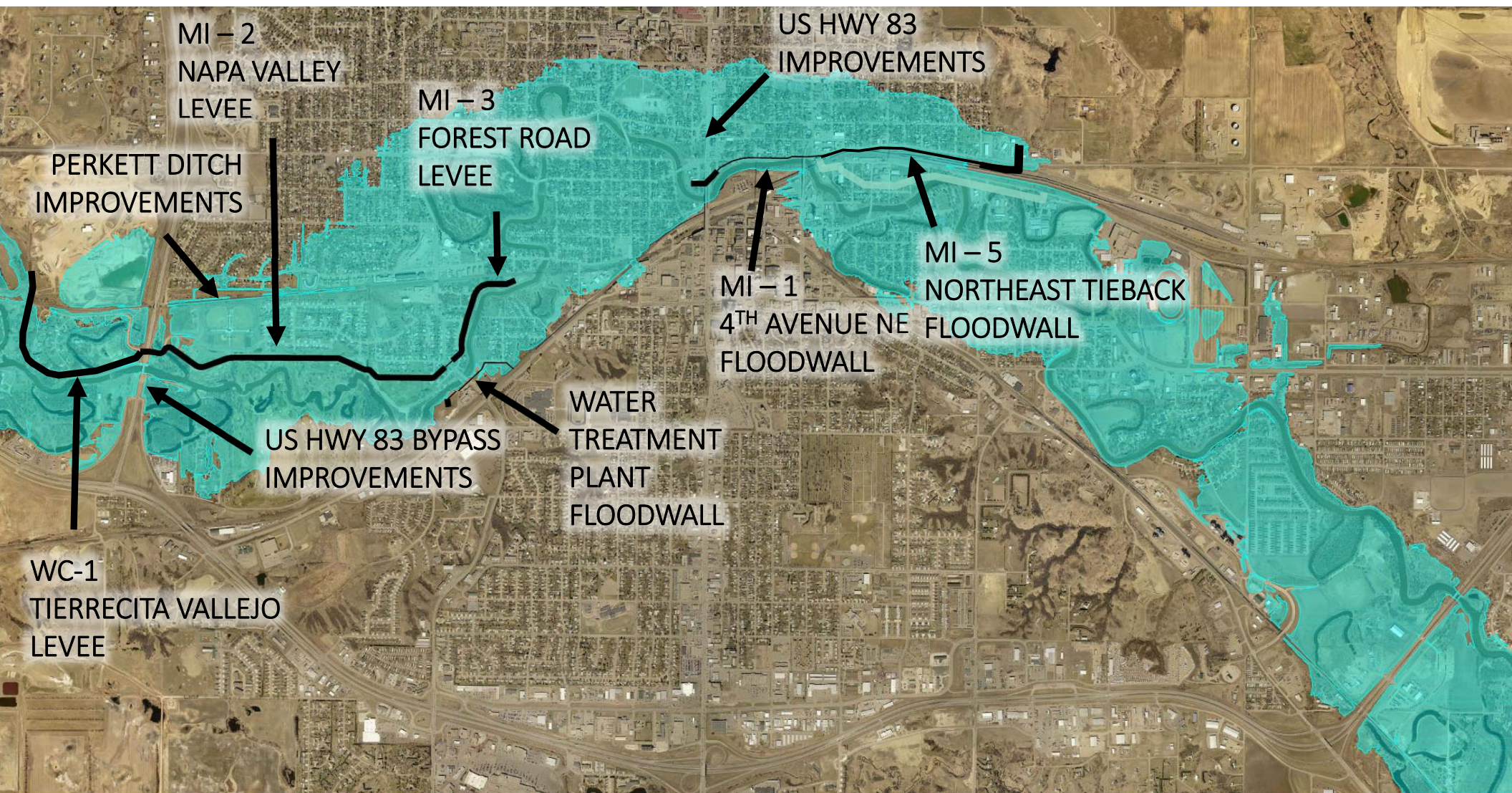
MOUSE RIVER PLAN

SRJB– UPDATE AND ALIGNMENT SELECTION
CITY COUNCIL PRESENTATION
PHASE MI-4: MAPLE DIVERSION
SEPTEMBER 3, 2024



AGENDA

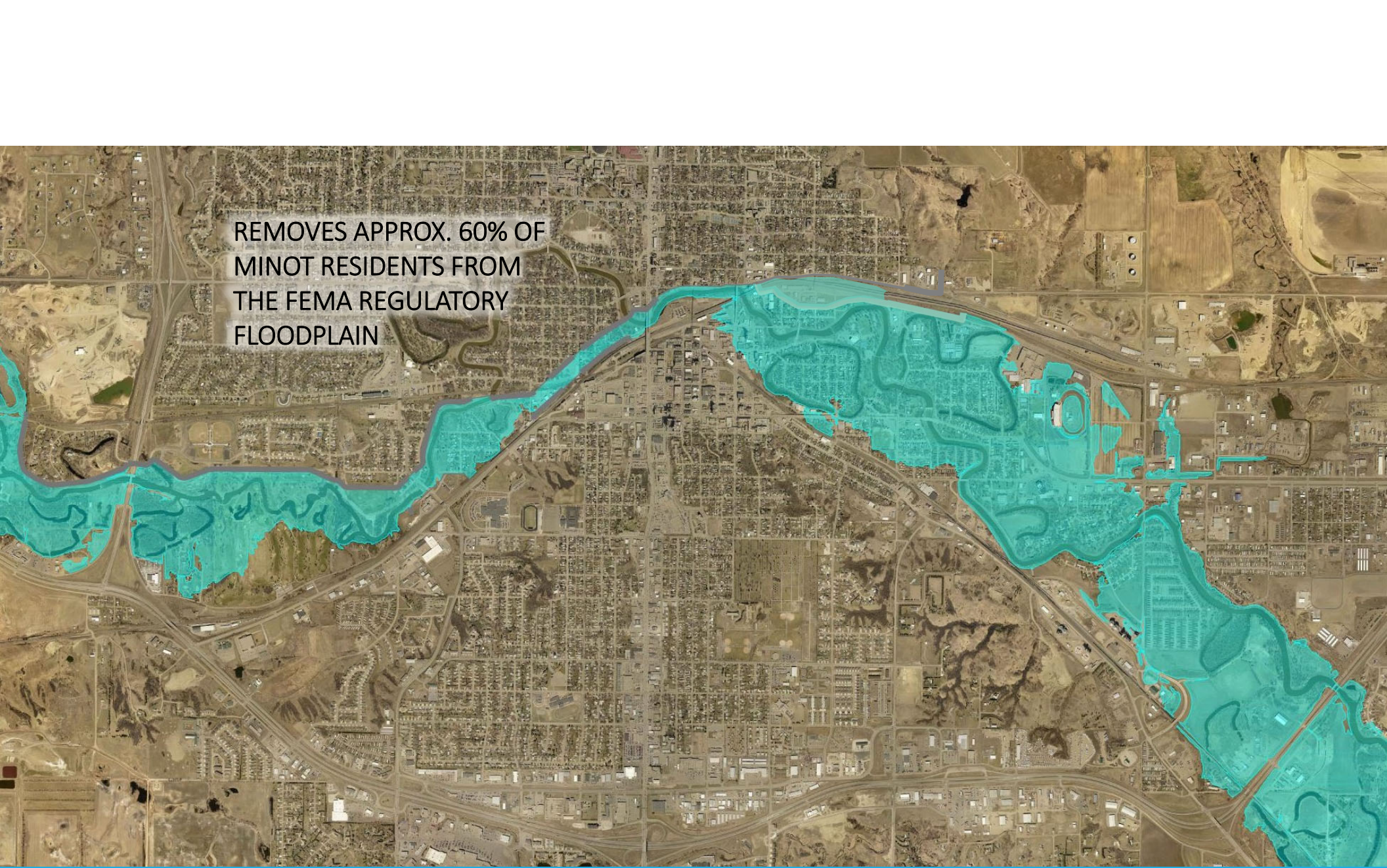
- ❖ MREFPP Project Overview
- ❖ Phase MI-4 – Maple Diversion Project Alternatives/Constraints
- ❖ Preferred Alignment
- ❖ Recent Actions and Path Forward
- ❖ Questions



PHASES COMPLETE OR UNDER CONSTRUCTION

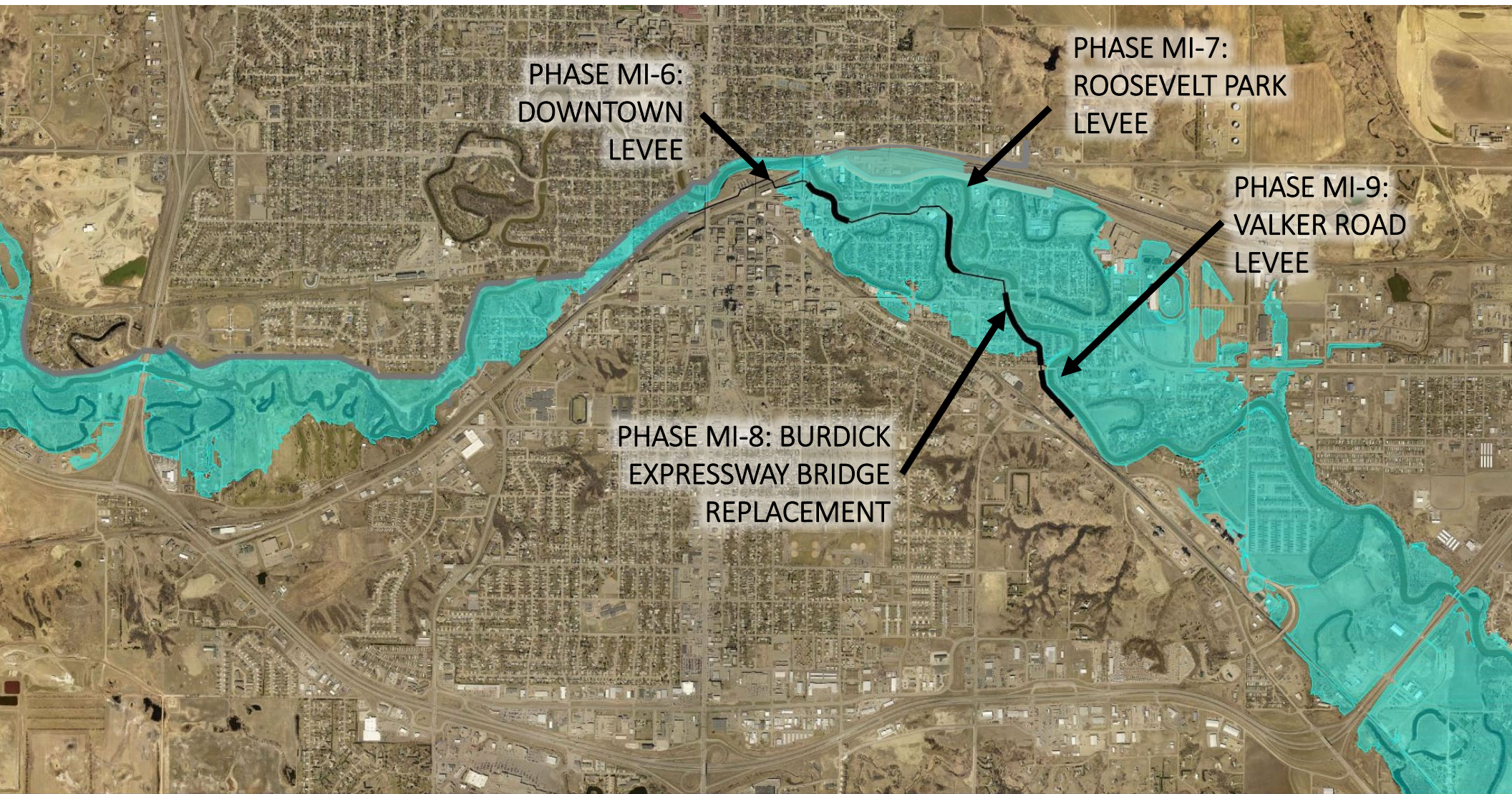


PHASE MI4 – MAPLE DIVERSION



REMOVES APPROX. 60% OF
MINOT RESIDENTS FROM
THE FEMA REGULATORY
FLOODPLAIN

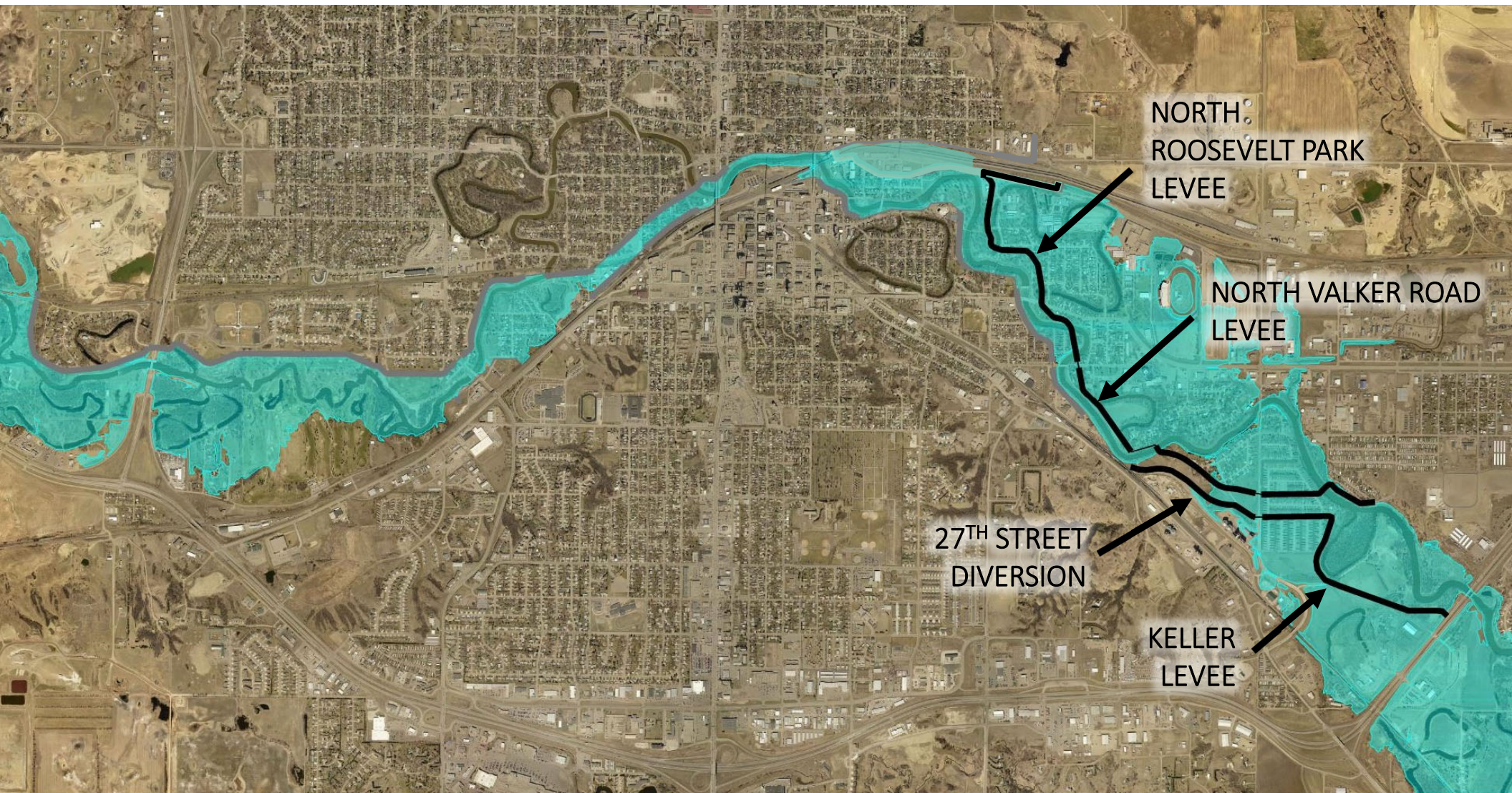
INTERIM REGULATORY FLOODPLAIN – MILESTONE 1



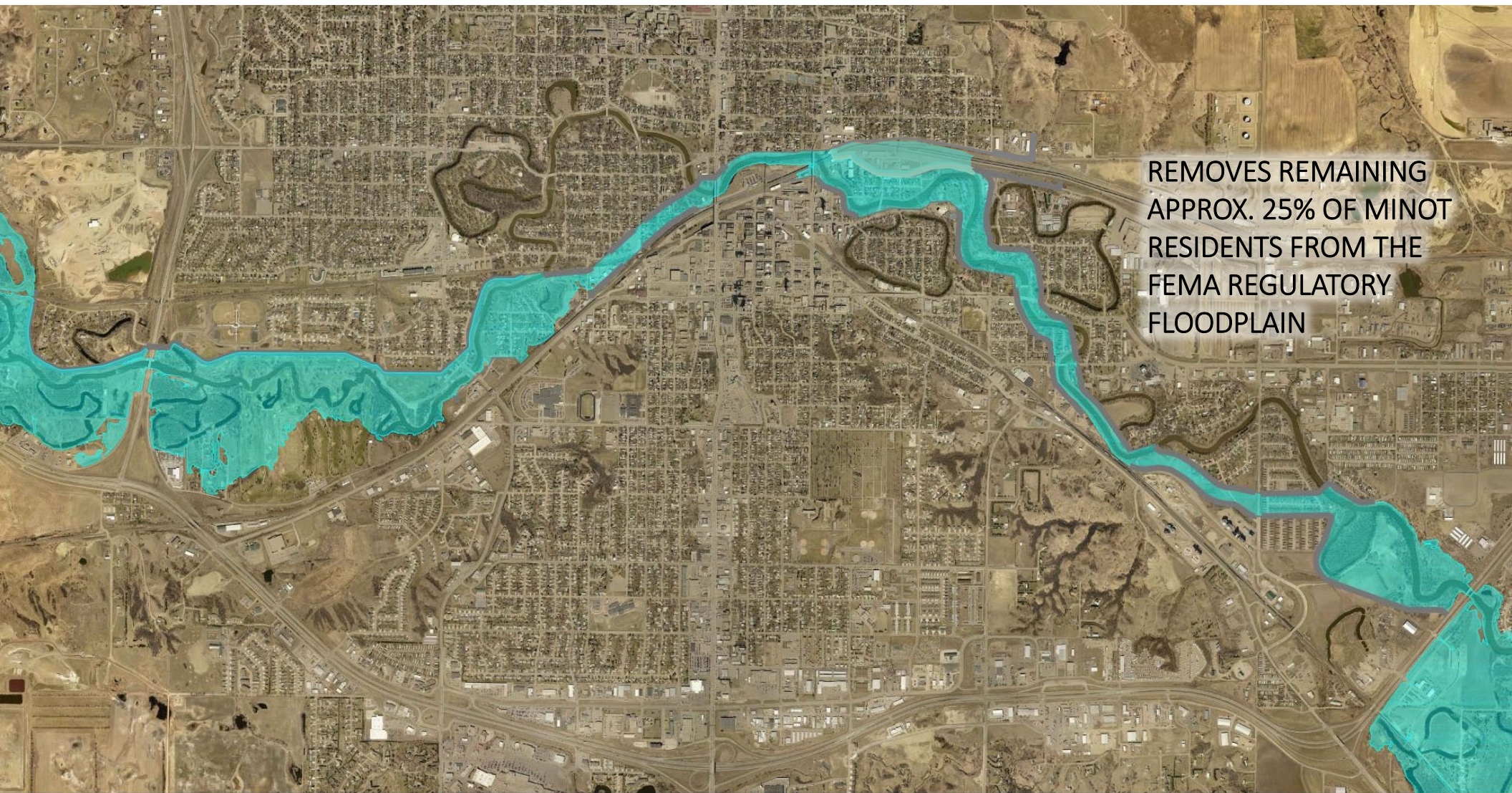
NEXT STEP – MINOT MILESTONE 2



INTERIM REGULATORY FLOODPLAIN FOLLOWING MILESTONE 2



LONG TERM FUTURE FOCUS – MINOT MILESTONE 3



REMOVES REMAINING
APPROX. 25% OF MINOT
RESIDENTS FROM THE
FEMA REGULATORY
FLOODPLAIN

FUTURE REGULATORY FLOODPLAIN FOLLOWING MILESTONE 3

- ❖ Total Project Cost estimated to be \$95 M
- ❖ Federal funding (\$61 M) awarded January 2022 via Infrastructure Investment and Jobs Act (IIJA)
- ❖ State funding (\$22 M) will likely be secured during the upcoming legislative session
- ❖ Federal participation is indexed to inflation (i.e. actual federal share will be adjusted upward to account for inflation at the time of construction)
- ❖ Railroad issues have created delays that are concerning to our federal funding partners
- ❖ Funding for acquisitions is currently available (combination of state and local funds)

Federal Funding and Involvement



U.S. Army Corps of Engineers, St. Paul District

News Release

Mouse River Flood Protection Project receives \$61.45 million in Infrastructure Investment and Jobs Act plan

Published Jan. 19, 2022 / Updated: Jan. 19, 2022

ST. PAUL, Minn. --

The U.S. Army Corps of Engineers, St. Paul District, received \$61 million to complete the Maple Diversion Channel and levees north of city of Minot, North Dakota's City Hall in the Infrastructure Investment and Jobs Act Plan released today.

This project is a part of the much larger Mouse River Enhanced Flood Protection Project within the Mouse, or Souris, River basin. The work, once complete, will reduce flood risk like the one that caused significant damage in 2011. The federally funded Maple Diversion Project will connect phases 1 and 3 of the plan and complete the flood risk reduction in northwestern Minot. With the funds, Corps engineers will finalize their plans to begin construction of the project as soon as possible.

"Receiving \$61.45 million to deliver the federal portion of the Mouse River Enhanced Flood Protection Project is wonderful news," said Col. Karl Jansen, St. Paul District commander. "We are thrilled to advance our partnership with the Souris River Joint Board and remain committed to doing our part in fulfilling the vision of comprehensive flood risk reduction for the great people of Minot and the Souris River valley!"

For additional Corps projects included in the work plan, see <https://www.usace.army.mil/Missions/Civil-Works/Budget>.

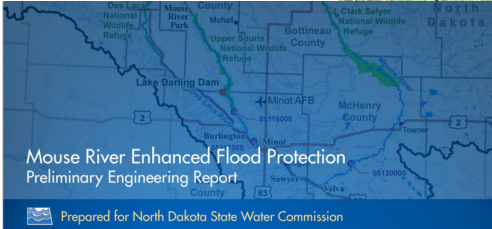




2011 FLOOD IN AREA OF MI-4

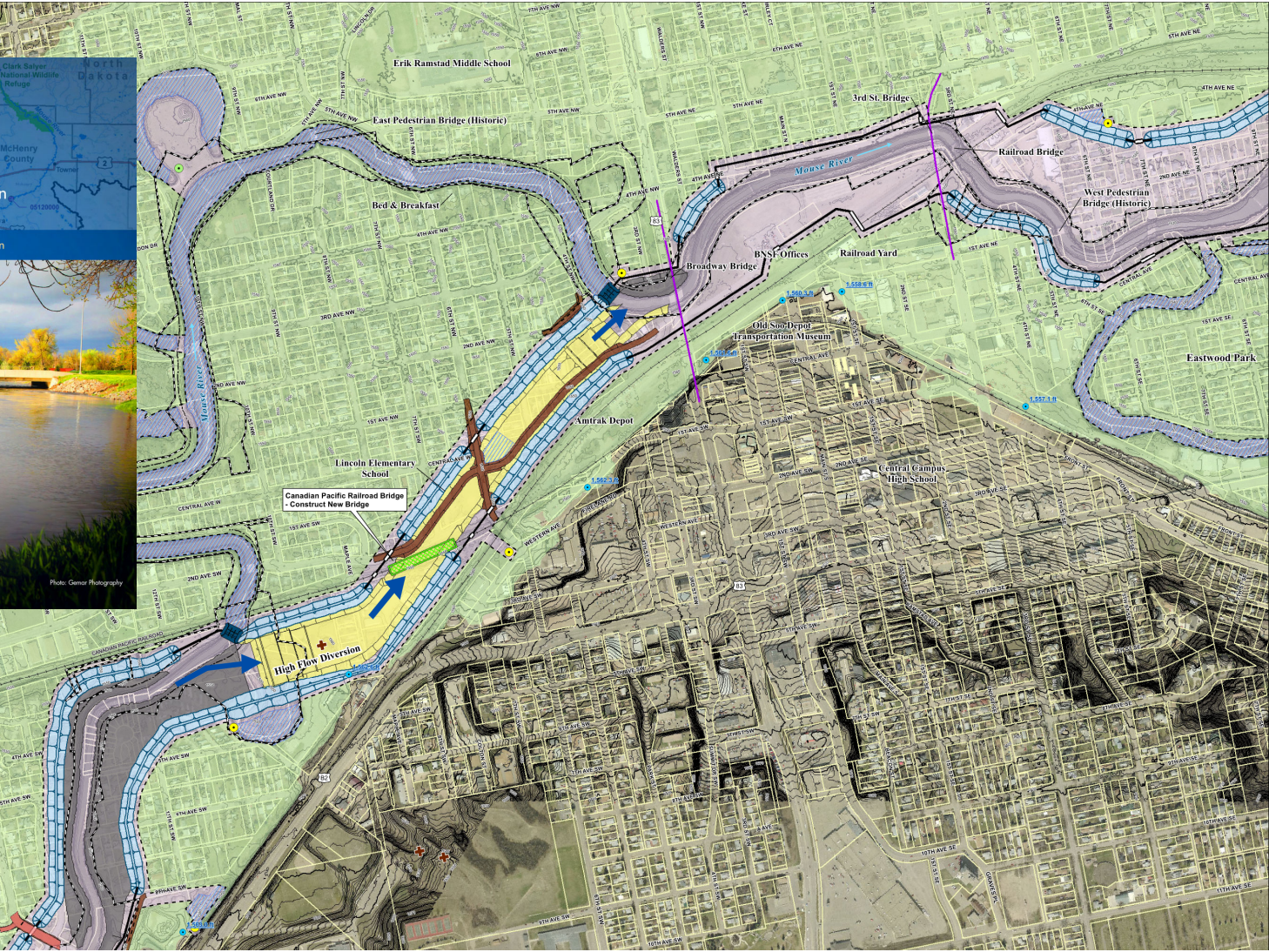


2011 FLOOD IN AREA OF MI-4

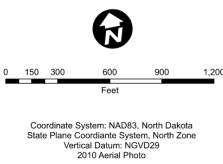


Mouse River Enhanced Flood Protection
Preliminary Engineering Report
 Prepared for North Dakota State Water Commission





- Levee Footprint
- Floodwall Alignment
- Transportation Closure Structure (Only During Flooding Event)
- River Closure Structure
- Direction of Diverted Flow
- High Flow Diversion
- Road Realignments
- Overbank Excavation
- Interior Ponding Areas
- Road Raise
- Areas of Reduced Flood Risk
- Inundated in Design Flood (27,400 cfs)
- Project Limits (1)
- Bridge Modification
- Centerline of Existing Federal Project Feature
- Critical Transportation Route (Road Remains Open During Flood Event)
- Potential Borrow Area
- Pump Station (Existing)
- Pump Station (New)
- High Water Marks
- USACE Permanent ROW (Existing)
- Property Parcel
- City Limit
- 10 Foot Contour
- 2 Foot Contour

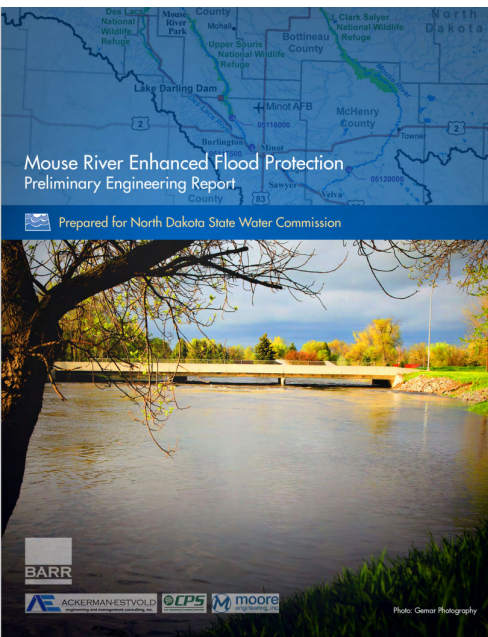


Preliminary Engineering Report
 February 29, 2012
 Mouse River Project
 Map 10 of 28

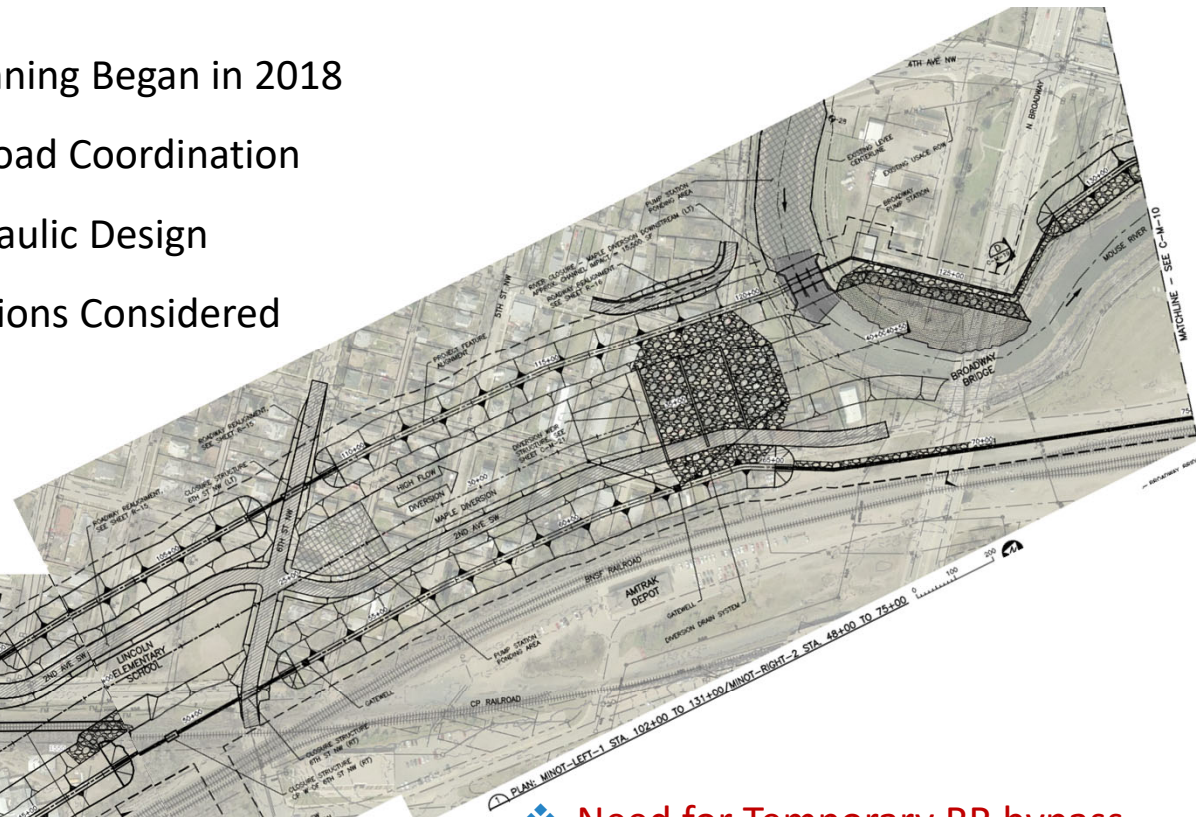
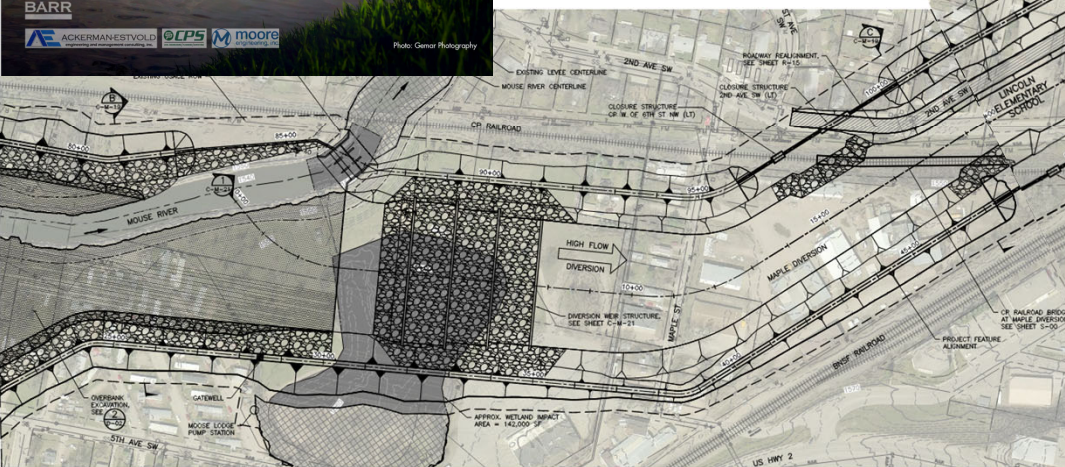
(1) Note: Project limits represent approximate right-of-way required for operation and maintenance of the preliminary flood risk reduction features. Features generally included within the project limits are levees, floodwalls, pump stations, pump station piping and gateways, pump station ponding areas, high-flow diversions, channel realignments, overbank excavations, riprap/erosion control measures, boulder drop structures, transportation closure structures (including roadway and railroad closures), river closure structures, seepage control and collection systems, vegetation clear zones, and access for project inspection, operation and maintenance.

PRELIMINARY ENGINEERING REPORT (PER) 2011



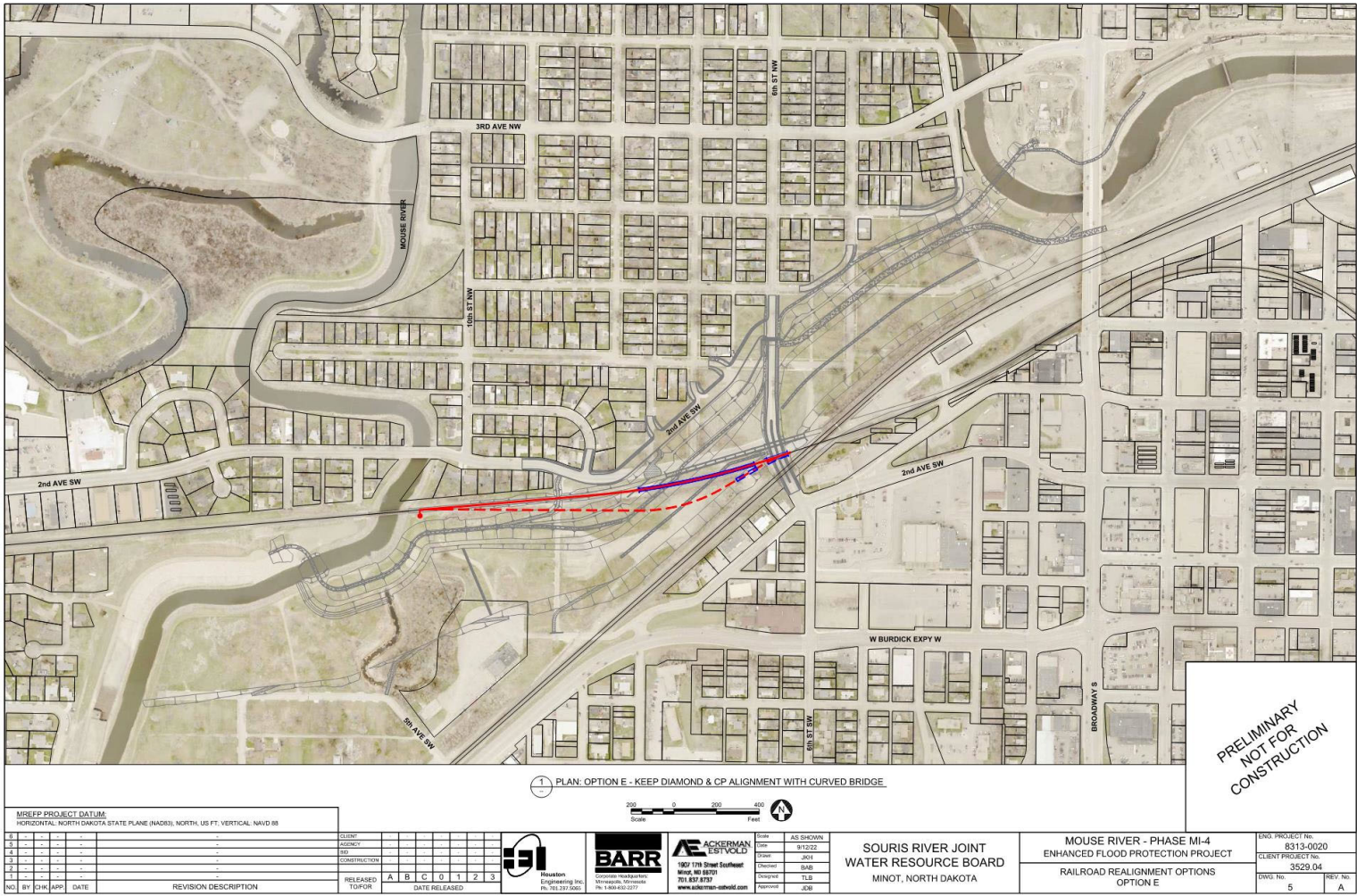


- ❖ Additional Planning Began in 2018
- ❖ Extensive Railroad Coordination
- ❖ Extensive Hydraulic Design
- ❖ Numerous Options Considered



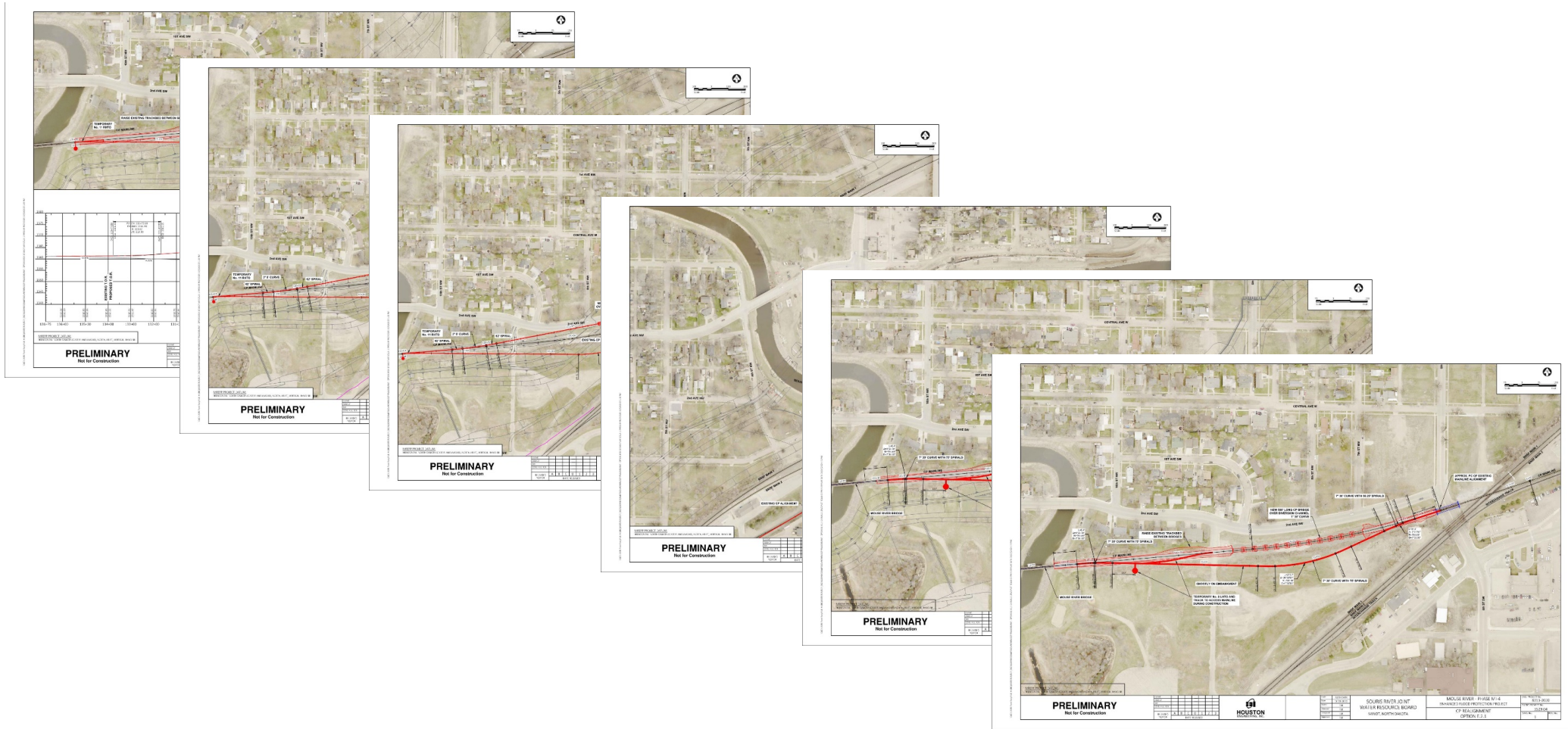
- ❖ Need for Temporary RR bypass
- ❖ RR Operational and Design Criteria
- ❖ Hydraulic Constraints
- ❖ Cost

PRELIMINARY ENGINEERING REPORT (PER) 2011

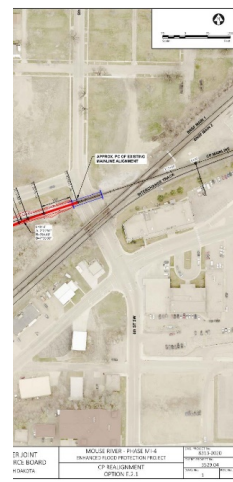
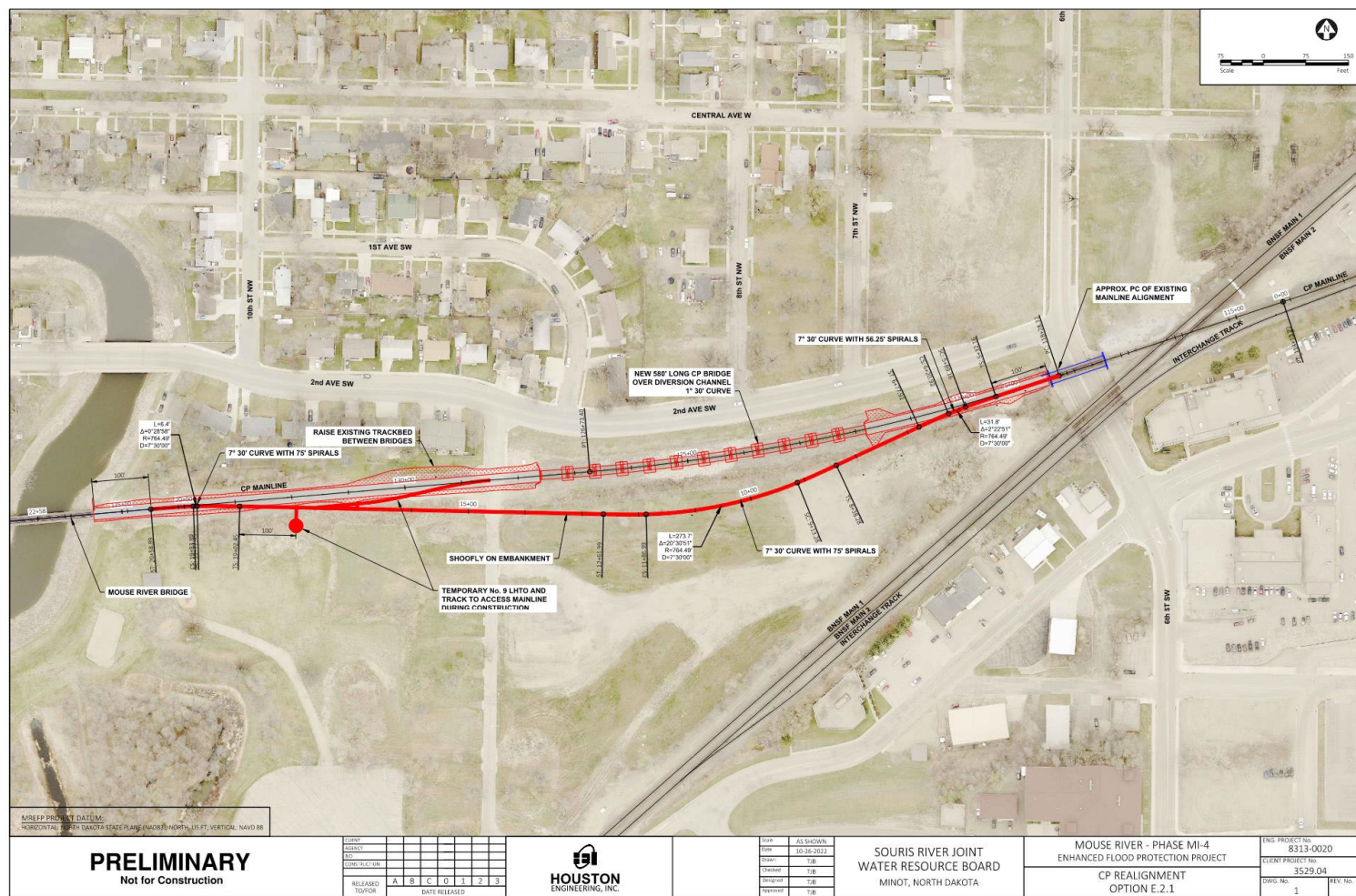
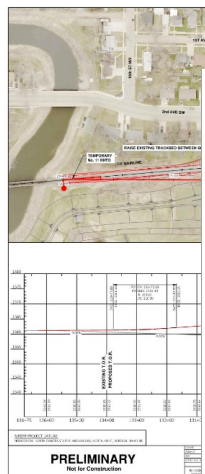


SELECTED OPTION E – NO RR DIAMOND RELOCATION

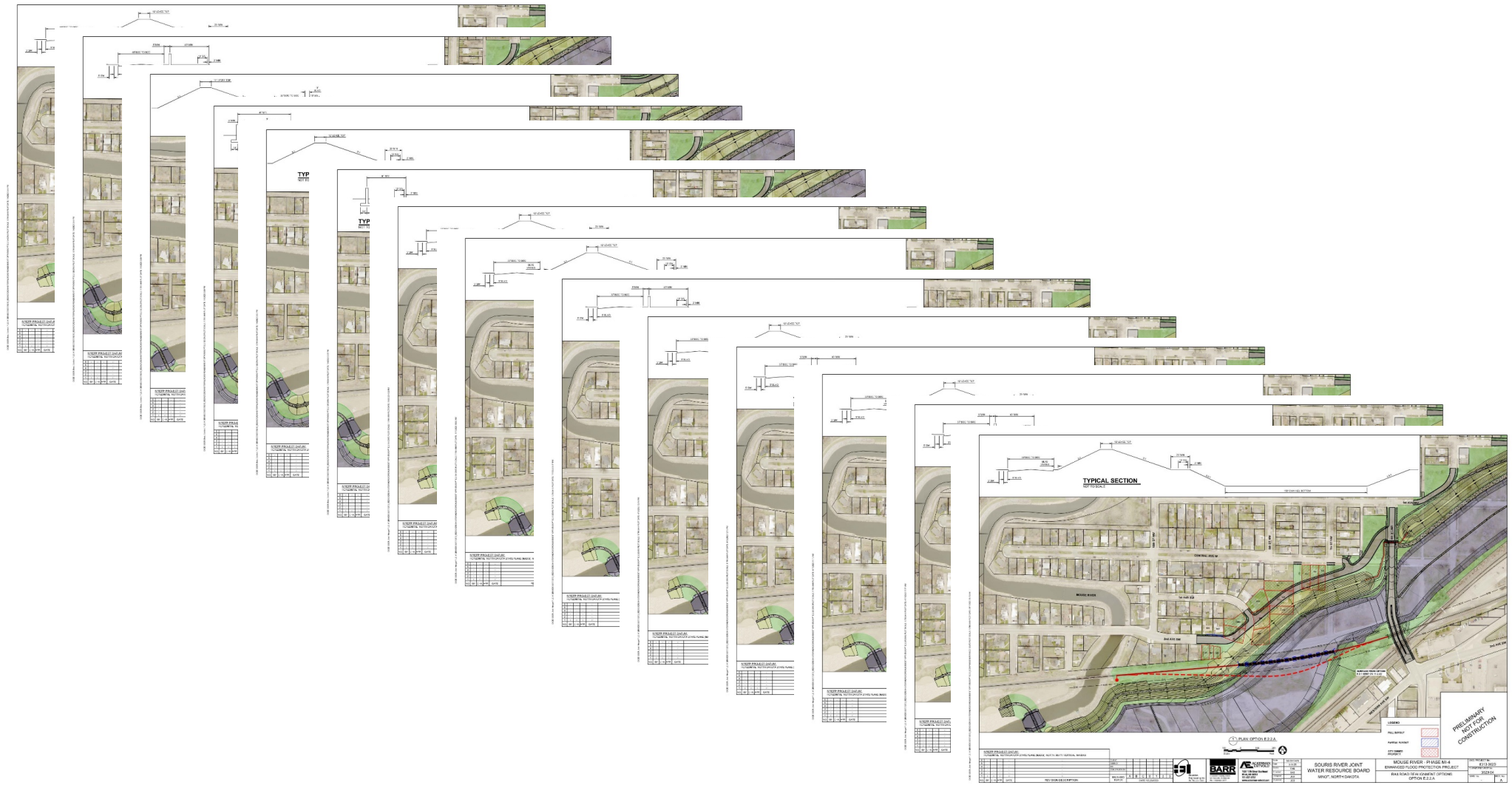




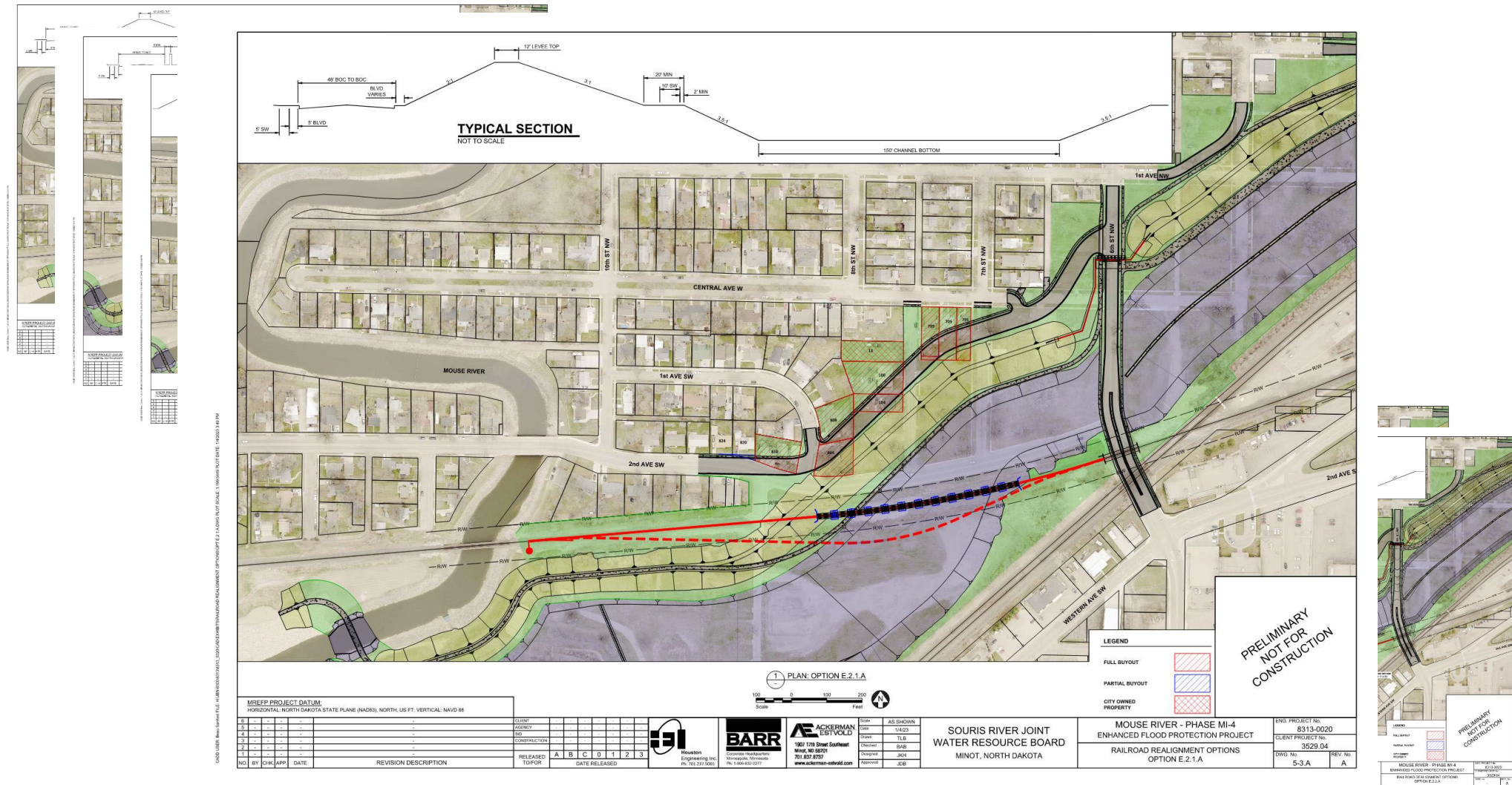
CONSIDERED RR BRIDGE ALIGNMENTS/LOCATIONS (E0-E2.1)



SELECTED OPTION E.2.1 – CURVED BRIDGE/SHOOFLY SOUTH

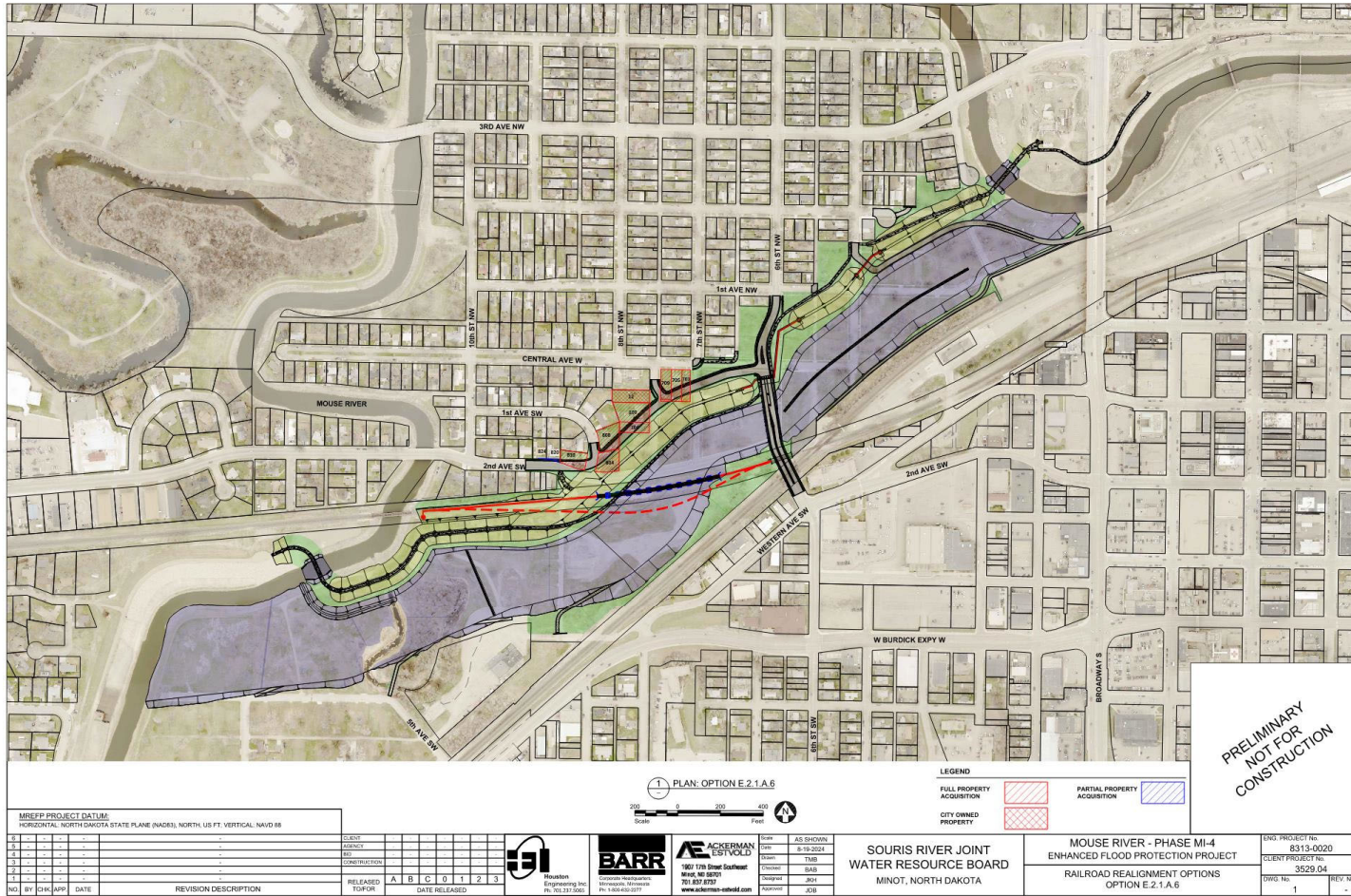


NUMEROUS FLOOD CONTROL ALIGNMENTS (E.2.1.A – E.2.2.F)



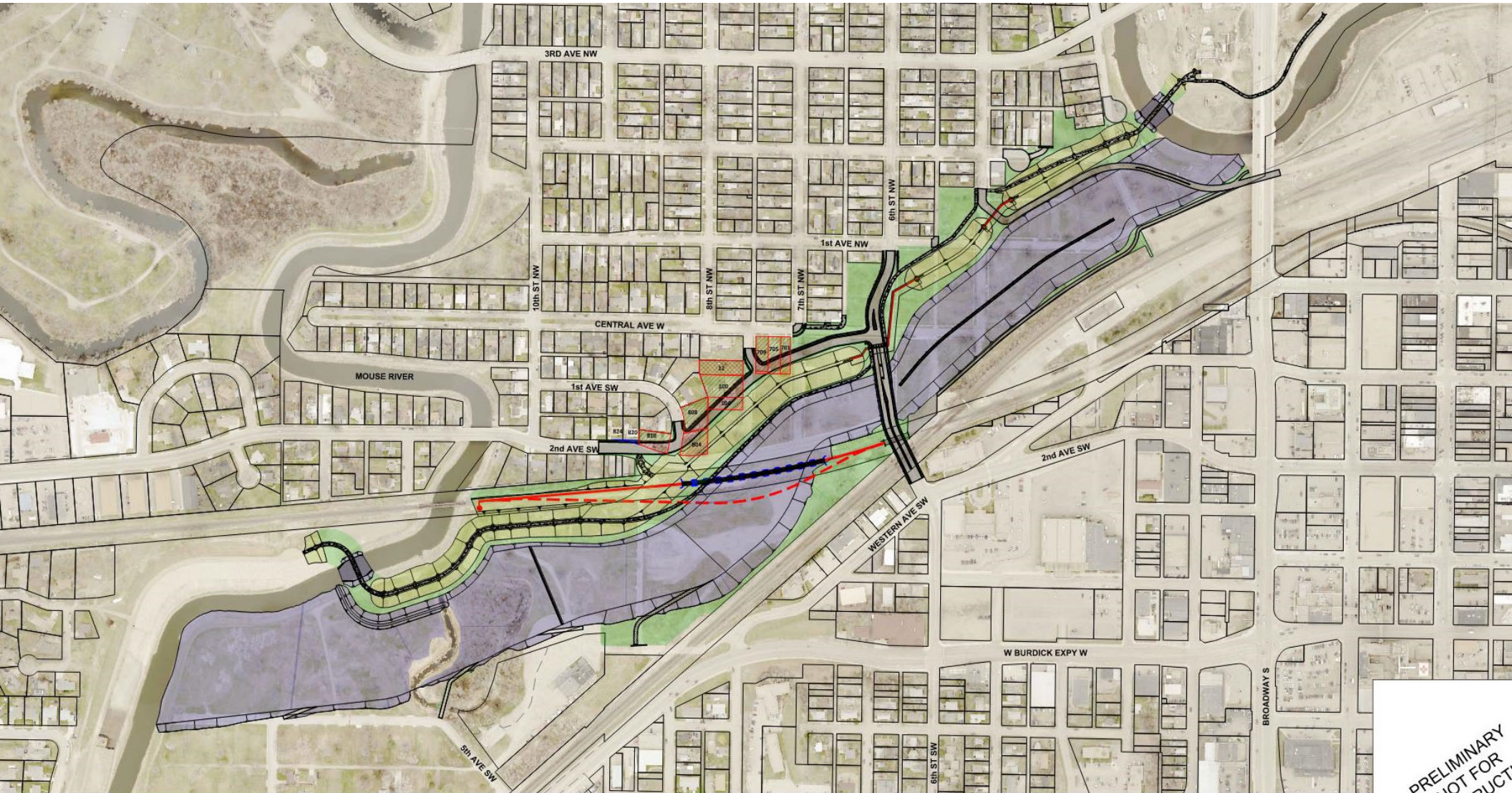


ADDITIONAL REFINEMENTS TRANSPORTATION (E.2.1.A.1– E.2.1.A.6)

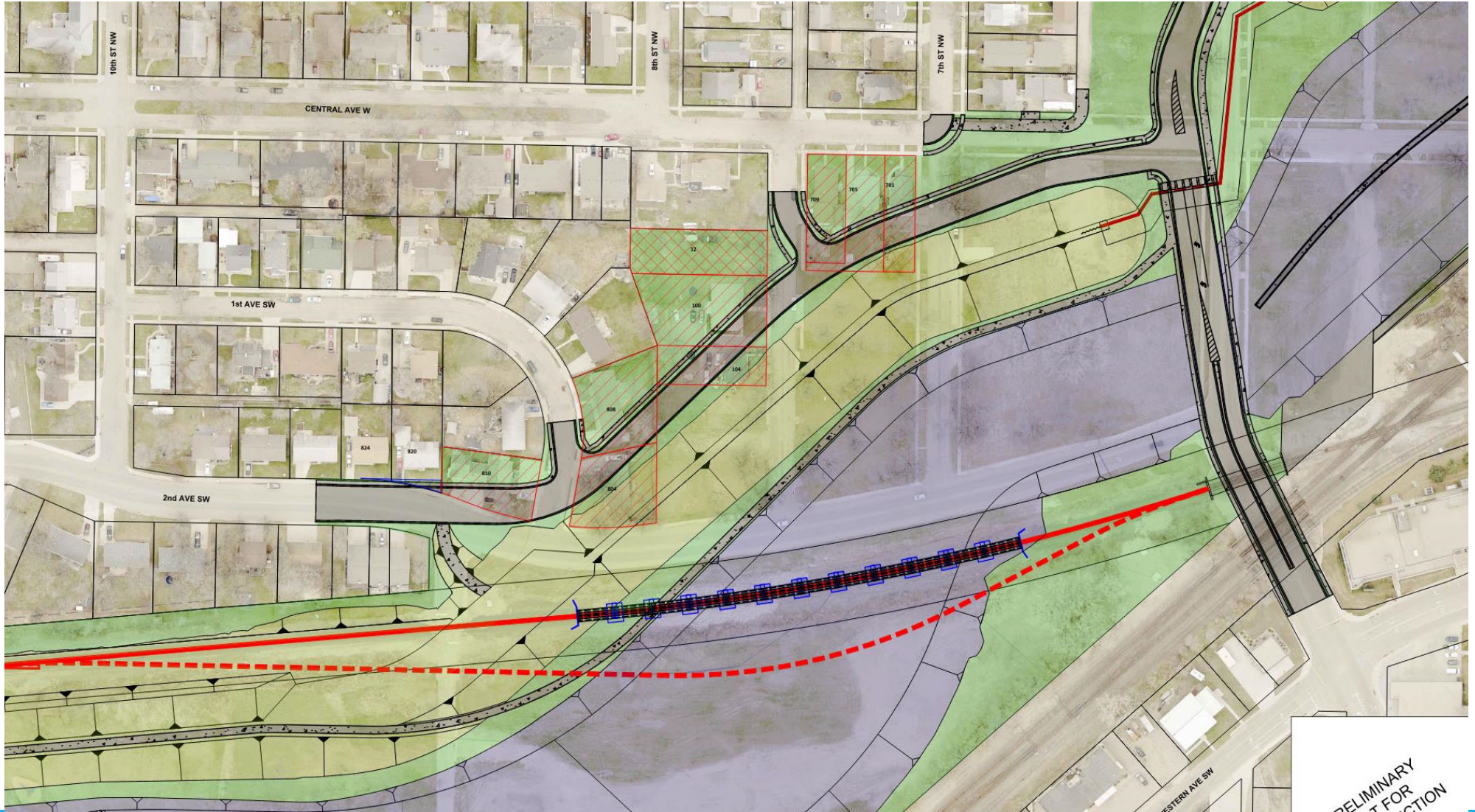


SELECTION OPTION E.2.1.A.6 – RECOMMENDED ALIGNMENT





CURRENT PROPOSED ALIGNMENT – ADDITIONAL PROPERTY IMPACTS



PRELIMINARY
PLAN FOR
SECTION



CURRENT PROPOSED ALIGNMENT

❖ **Public Meeting – Impacted Properties**

- Thursday 8/22
- Additional Individual Follow-up

❖ **City Council Presentation (tonight)**

- Will consider adopting alignment?

❖ **Property Acquisitions**

- City to Lead

❖ **Project Schedule**

- 60 / 90 / 100% Design – 2024 and 2025
- Project Construction – TBD (likely 2026 start)



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: September 3, 2024

**SUBJECT: CDM SMITH CONTRACT AMENDMENT 9 - FLOOD CONTROL
PROPERTY ACQUISITIONS**

I. RECOMMENDED ACTION

It is recommended City Council approve the 9th Amendment of CDM Smith's contract to allow assistance with acquisitions required for MI-4 and MI-8 phases of flood control.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Flood protection for the City of Minot is being completed in a "phased" approach. The MI-4 phase of the project has been under design since about 2018. Now that coordination with the railroads has resolved issues around the alignment of MI-4, the City has identified 11 properties that are needed for acquisition and demolition. Additionally, properties have recently been identified for acquisition for project MI-8 which is the Burdick Expressway Bridge Project. One of the properties was recently listed for sale and the property owner has agreed to pause his listing while appraisals are performed and an offer is made. CDM Smith has assisted the City of Minot in previous acquisition and demolition activities.

B. Proposed Project

This amendment would enable CDM Smith to engage with property owners and work through the acquisition requirements. City acquisitions must follow the Uniform Relocation Act (URA), so CDM Smith is tasked with working individually with each property owner and their own unique circumstances to ensure fair offers are made on property and all of the URA benefits are made available to them.

C. Recommendation Detail

Many factors are taken into account when deciding property acquisitions,

including cost, constructibility and social impacts. These factors have been applied to these properties and the design team feels the design options are the best balance of those factors.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

These acquisitions are important to the overall flood control plan for the City of Minot. It is important acquisitions are handled in a timely manner to ensure projects are able to proceed unencumbered.

C. Fiscal Impact

Project Costs

CDM Smith Contract Amendment	\$318,040
------------------------------	-----------

Project Funding

Acquisitions in Minot for flood control are funded 75% with funds from the State of ND and the remaining 25% is funded with CDBG-NDR funds

VI. ALTERNATIVES

A. The Council can approve the extension and allow CDM Smith to assist in the acquisition of properties needed for the MI-4 and MI-8 flood protection projects.

B. The Council can deny the extension of the contract. The City could open up the bidding process for other firms to assist in this. This would delay the process.

**AMENDMENT NO. 9
TO AGREEMENT
BETWEEN
CITY OF MINOT AND CDM SMITH INC.**

This Amendment No. 9 is made and entered into this 3rd day of September 2024 to the Agreement between CDM Smith Inc. (CDM Smith) (“PROGRAM ADMINISTRATOR”, now “PROJECT DELIVERY CONTRACTOR”) and the City of Minot (“OWNER”, now “GRANTEE”) dated June 6, 2016 (the Agreement”).

WHEREAS, PROJECT DELIVERY CONTRACTOR and GRANTEE entered into the Agreement for National Disaster Resilience Grant Administrative and Project Delivery Services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of PROJECT DELIVERY CONTRACTOR; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of PROJECT DELIVERY CONTRACTOR as described in the Agreement are amended and supplemented as follows:

- Complete the acquisition/relocation/demolition of 13 additional properties as detailed in the scope of services in Attachment A.

2. The responsibilities of GRANTEE as described in the Agreement are amended and supplemented as follows:

No change.

3. The time periods for the performance of PROJECT DELIVERY CONTRACTOR services as set forth in the Agreement are amended and supplemented as follows:

No change. Additional Acquisition/Relocation/Demolition related services described in Attachment A will be complete by December 31, 2025

4. The payment for services rendered by PROJECT DELIVERY CONTRACTOR shall be as set forth below:

The overall contract upper limit is increased by \$318,040 per Attachment A for a revised contract upper limit of \$21,465,760.25.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect. The effective date of this amendment shall be upon the date executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

CDM Smith, Inc.
Steven L. Wolsfeld, P.E.
Senior Vice President
DATE: 09/03/2024

City of Minot
Tom Ross
Mayor
DATE: 09/03/2024

**AMENDMENT NO. 9
ATTACHMENT A**

SCOPE OF SERVICES AND ESTIMATE OF FEES

Task 1 – Strategic Buyouts, Relocation and Demolition Services

Background

The scope of services for this activity includes project delivery services for Minot’s strategic acquisition, relocation, demolition services program, as described below. Services shall include compliance with all required reporting, tracking overall grant progress in compliance with CDBG-DR/NDR program guidelines, providing technical assistance when necessary, preparing amendments, coordinating with City committees, financial management, and other grant-required administration tasks requested by the City and/or funding agency. Scope of services to include:

- Acquisition, relocation, demolition services for 13 additional properties needed for the flood protection project.

Project delivery services shall include, but not be limited to: conducting environmental review based on selected activities, preparing and reviewing program policies and procedures, determining eligibility of projects, property owner verification and eligibility review, property appraisals, title searches, closings, contractor verification, assisting in development of bid packages, overseeing bidding process, working with project engineers if required, and other activity-related tasks required to complete the Program.

Specifically, the City requests the following services be provided:

- Document control and management
- Action Plan and program development and support
- Policy development and review
- Support of program and financial compliance requirements
- Support of communication strategy
- Support of monitoring plans and execution
- Support of program operations as required
- Assist City public relations firm with City, congressional, and state government offices

The programs listed below will be designed to meet the City’s program policies.

Task 1.1. Housing acquisition and buy-out program

CDM Smith will add 13 additional properties to the housing buy-out program. Services to be implemented include:

- Community and applicant informational workshops
- Application intake
- Eligibility determination and verification

- File documentation
- Appraisals
- Title work
- Award calculations and allocations
- Assistance with the procurement of contractors for demolition
- Payment processing
- Development of RFPs for demolition contractors
- Broad environmental review and site-specific review for each property

Program specifics will include the following:

1.1.1 Pre-offer activities

- Send questionnaires
- Review questionnaires
- Obtain copy of Abstract
- Obtain title insurance
- Meet with homeowner to collect data
- Set up files
- Enter data in Salesforce database
- Obtain privacy releases for the acquisition program
- Obtain signed attachments and exhibits for the acquisition program
- Perform environmental broad review

1.1.2 Offer activities

- Perform title search
- Conduct appraisal of properties
- Prepare offer letter
- Provide offer letter to City of Minot for review and approval

1.1.3 Purchase price appeal activities

- Receive appeals and information/documents from property owners
- Coordinate appeals with City of Minot; CDM Smith and the City will sign off on all appeal decisions
- Coordinate responses with City of Minot to answer follow-up questions from property owners
- Assist with preparation of correspondence, reports, minutes, findings and/or conclusions of appeal process
- Communicate appeal decisions to City of Minot

1.1.4 Purchase agreement activities

- Initiate negotiations
- Prepare Purchase Agreement with attachments for City of Minot review
- Meet with property owners to obtain signed Purchase Agreements
- Administrative settlement and negotiation notes where applicable

1.1.5 Pre-closing activities

- Consult with property owners for date of closing; schedule closing
- Contact lien holders and obtain payoff information
- Calculate taxes and special assessments for proration
- Prepare closing documents for CDM Smith and City approval
- Prepare closing statements for CDM Smith and City approval
- Prepare deeds
- Prepare funding requests for State Water Commission or other state agencies for CDM Smith
- Document appropriate local funding requests for CDM Smith
- Complete site-specific review

1.1.6 Closing activities

- Verify and sign off that file and documents are complete and provide information for City final review and approval
- Prepare file for potential post-project audit
- Prepare final reports
- Close file
- Provide all documentation to City once file closes
- Attend closing
- Obtain signed deeds, releases, satisfaction, title clearing documents, etc.
- Disburse proceedings from closing
- Record documents
- Complete one-to-one replacement form

1.1.7 Post-closing activities

- Prepare closing statements and reports to State Water Commission and other state agencies
- Prepare closing statements and reports for City
- Coordinate and identify available properties for relocation

Task 1.2 Relocation Services

All services are to be provided in accordance with State of North Dakota Water Commission relocation requirements and 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act, also known as the Uniform Relocation Act (URA).

Relocation services will be provided for up to 13 additional parcels. In general, the CDM Smith project team will complete the following tasks:

- Obtain owner and tenant information for residents to review for URA compliance
- Determine whether URA assistance is available and applicable
- Provide relocation assistance counseling as needed
- Contact tenants / meet with tenants remote
- Prepare and send URA notices / offers – GIN, NOE, etc.
- Prepare relocation claims

- Submit relocation claims for internal and City review and approval
- Release relocation assistance payments to eligible applicants in accordance with program policies and regulations

1.2.1 Residential relocation services

Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire or at the initiation of negotiations, whichever occurs first. Promptly after the initiation of negotiations, those eligible for relocation assistance will be notified in writing of their eligibility for applicable relocation assistance.

For residential displacements the notice shall include information on at least one and preferably three or more comparable replacement dwellings. These comparable dwellings will also be used in determining the maximum replacement housing payment for which the occupant may qualify.

Owner-occupants can receive the following benefits:

- Replacement Housing Payment
- Costs Incidental to the Purchase of a Replacement Property
- Interest Differential
- Moving Costs
- Lot differential payment

Tenants can be eligible for the following relocation benefits:

- Rental Supplement Payment OR
- Down Payment and Costs Incident to Purchase, AND
- Moving Costs

The replacement housing payment or rental supplement payment will be determined for each dwelling unit by the Relocation Specialist. After obtaining the City's approval for the payment, a meeting will be held with the occupants to present the payment in writing. At this meeting the benefits, the eligibility requirements, and the time frames will be explained. The occupants will be assisted in locating replacement dwellings as well as filing claims for relocation benefits. In addition, the Relocation Specialist will provide Advisory Assistance including providing information on financing, pros and cons of buying versus renting, and pitfalls of which participants need to be aware.

1.2.2 Landlord re-establishment

Persons who own rental properties being acquired for the project which they lease to others may be eligible to receive a payment not to exceed \$10,000 to assist them in re-establishing a replacement rental property. A meeting will be conducted with each owner who falls under this category to determine eligibility. If it is determined the rental property owner may qualify for the payment, detailed information will be provided on the requirements for receiving the payment and assistance will be provided to the owner for claiming benefits.

1.2.3 Personal property move

There may be certain instances where a person may not occupy the home but has personal property that needs to be moved due to the project. These persons are eligible for the payment of the actual, reasonable, and necessary costs to move that personal property. The Relocation Specialist will work with the owners of such personal property to explain their potential eligibility, their responsibilities, and time frames for completing the move.

1.2.4 General relocation duties

The CDM Smith team will assist the occupants as needed in the completion of all paperwork necessary to claim relocation benefits and documentation necessary to support such claims. When delivering an offer of relocation benefits, the CDM Smith team will also deliver an advisory 90-day notice to vacate. This notice advises the occupant that they will have at least 90 days from that date before they are required to move from the acquired site. At the time the City acquires the site, the CDM Smith team will send the occupants a final 30-day notice to vacate. This notice must give the occupants at least 30 additional days to remain in possession of the site. The final vacate date cannot be less than 90 days from the date the occupant received the original 90-day advisory notice.

The displacees have one year from the date they vacate the acquired property to meet the qualification criteria for receiving relocation benefits. Displaced persons are also allowed an additional six months to claim benefits beyond the one-year qualification time frame. The Relocation Specialist will provide services as needed to ensure all displaced persons receive relocation advisory services throughout the 18-month period that extends beyond the vacate date. Relocation claims will be reviewed by another Relocation Specialist or manager prior to submittal for payment. This is part of the QA/QC process on the project. When the relocation process is complete, the City will be provided with a completed file containing all of the relocation contact logs, reports, and claims. Relocation activities shall be coordinated with project work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced received consistent treatment and the duplication of functions is minimized.

Task 1.3 Demolition Services

The following scope of services is based on providing services for associated demolition management for up to 13 properties as described below.

Task 1.3.1 Planning, policies, compliance, and protocols

CDM Smith will provide guidance for the City of Minot to define the best and most effective methods for demolishing identified structures. CDM Smith shall develop a plan with timelines, responsibilities, methods of compliance, etc. to ensure a compliant demolition program. Tasks associated with requirements include:

- Project organization, coordination, policies and protocols, administration, planning, and oversight
- Project cost and budget oversight and monitoring
- Communications, team collaboration, project reporting, project documentation methodologies, and public relations
- Change management and issue control
- Contract management

- Monitoring quality control plan, including effectiveness measures, for assuring the successful re-sale or demolition of all properties designated for demolition by the City of Minot
- Quality assurance implementation operations assessment, which results in a quality control plan
- Procedures to deter and detect fraud, waste, and abuse by demolition contractors

Deliverables

The following key deliverables are anticipated for this task:

1. Written operations plan which will incorporate program policies and protocols to include schedules, estimated cost for demolition of properties, monitoring, quality control, recordkeeping, reporting, and close-out of each property
2. Project supporting documentation and working papers
3. Program and organization needs assessment and requirements definition
4. Cost assessment and cost projection for the Demolition Program
5. Timely status plan
6. Quality control plan

Task 1.3.2 Environmental reviews for structures to be demolished

When required, CDM Smith will provide consultants to review environmental clearances provided by the City of Minot to ensure compliance with all state regulations. The demolition contractor will help the CDM Smith staff develop and process the necessary documents required to clear each property. Tasks associated with this requirement include:

- GPS to verify locations of properties
- Interactions with the City of Minot, its demolition contractor, and its program, business, and functional units and processes as necessary to obtain information needed on properties

Lead inspections scope:

- All main structures that are deemed eligible for sale via auction that were constructed prior to 1978 will have a lead-based paint report completed by a North Dakota accredited lead-based paint testing contractor.

Asbestos testing scope:

- All structures slated for demolition will receive a thorough asbestos inspection performed by a North Dakota accredited asbestos inspector to determine the presence of asbestos containing material (ACM). Report will include the location and quantity of all friable and non-friable ACM.
- Asbestos samples will be sent to a NVLAP approved laboratory in PLM & TEM analysis with a 24-hour turnaround time.
- Friable ACM will be abated from the structures by a North Dakota accredited asbestos abatement contractor (outside contractor does not work for CDM Smith) and disposed of at an appropriate landfill.
- Before asbestos abatement of the structure, a Notification of Asbestos Demolition and Renovation will be sent to the NDDEQ for approval of the abatement work.
- Before demolition a Notification of Asbestos Demolition and Renovation will be sent to NDDEQ for approval of demolition for all structures, whether or not asbestos is present.

Deliverables

Since this task is for completed and federally compliant environmental reviews of the properties to be demolished, the following represent anticipated key deliverables for this task.

1. Work plan and timetable for completing environmental reviews
2. Timely status reports
3. Certification of completed Environmental Reviews
4. Other project deliverables that may be forthcoming from specific task assignment by the City of Minot

Task 1.3.3 Demolition management services

CDM Smith will manage and oversee the Demolition Program. This work will include the following steps:

- Prepare a scope of services plan for each property to be demolished or offered for sale via auction to the public.
- Prepare bid documents and execute subcontracts in accordance with federal and state regulations for the demolitions and debris removal.
- Administer and monitor subcontracts for the demolition, debris removal, and site cleanup.
- Demolition contractor is responsible for obtaining all permits and contacting all utility providers prior to commencement of any demolition project.
- Demolition contractor is responsible for the proper removal and proper disposal of all materials, including hazardous materials, in accordance with federal laws, state laws, and local codes and ordinances.
- Demolition contractor is responsible for all fees and permits for demolition debris disposal.
- Provide on-site monitoring of CDM Smith subcontractors to ensure quality work and adherence to all federal and state laws as well as local codes and ordinances.
- CDM Smith shall ensure that each property structure has been demolished, debris has been removed, and the property has been graded.
- Provide contract negotiation services.
- Provide quality assurance, implement operations, and assessment, to the satisfaction of the Department of Public Works, City of Minot.

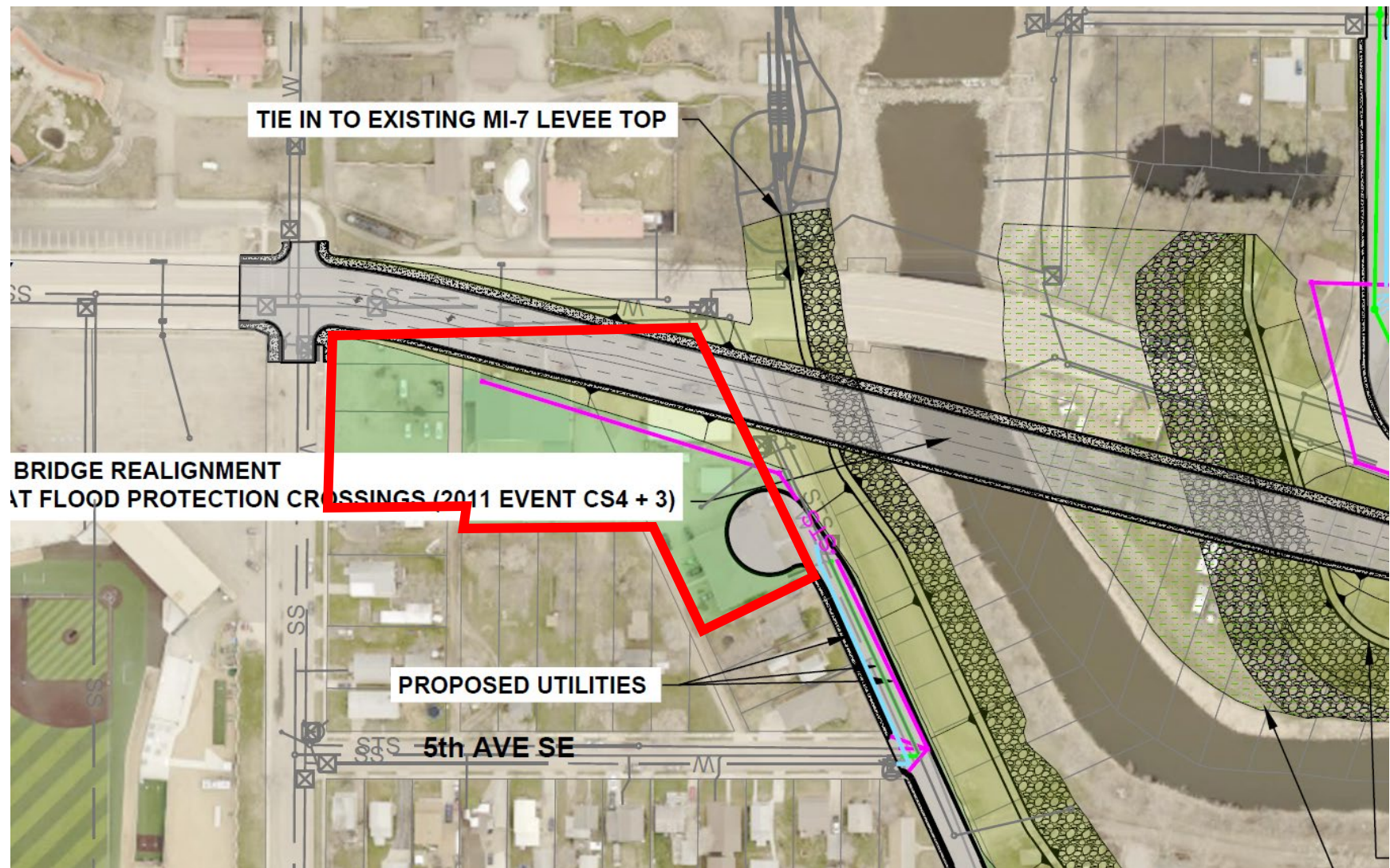
Assumptions

- Funds used will be State Water Commission and City funds.
- Salesforce will be used as the IT solution to manage the data and processes for the program.
- Budget and Fee Schedule is based on 13 properties to be acquired and demolished.
- Demolition – oversight of underground utilities, development roadways, and other removals is not included in budgets.
- Up to 13 properties will require asbestos samples to be collected and analyzed.
- Up to 13 properties will require lead inspection and compliance.

Attachment A

City of Minot
NDR Program Additional Acquisition/Relocation/Demolition
Program Delivery Services
Amendment #9
CDM Smith
Estimate of Fees
9/3/2024

Number	Task Description	Blended Rate, \$	Principal/ QAQC	Program Manager	Acquisition/ Relocation Specialist	Project Controls	Compliance Specialist	Construction Manager	Demo workers	Acquisition/ Relocation Case worker	Admin/Files	CDM Labor Hours	CDM Labor Cost, \$
1	Acquisition/Relocation/Demolition Services												
1.1	Acquisition/Relocation/Demolition Services												
	- Additional 13 properties												
	- 2024 services	\$155.00	60	140	80	60	60	140	-	80	40	660	\$ 102,300
	- 2025 services	\$161.00	100	240	120	80	80	200	320	120	80	1,340	\$ 215,740
	Subtotal Acquisition/Relocation/Demolition		160	380	200	140	140	340	320	200	120	2,000	\$ 318,040





TO: Mayor Ross
Members of the City Council

FROM: Brian Billingsley, Community Development Director
Harold Stewart, City Manager

DATE: September 3, 2024

SUBJECT: VISIT MINOT SERVICES AGREEMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the Services Agreement with MCVB and authorize the Mayor, Finance Director and Clerk to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In January, 2021, the City entered into an agreement with Minot Convention & Visitor's Bureau, Inc. to fund the Tourism Recovery and Resilience Project in the amount of \$477,000. The agreement expired on December 31, 2023 with \$94,967.85 in funds remaining.

B. Proposed Project

This agreement would allow MCVB (Visit Minot) to use the remaining funds for ongoing activities. In the future, these funds will be replaced with the proposed fee to be implemented on stays exceeding 30 days.

C. Recommendation Detail

Recommend approval of the Services Agreement with MCVB.

IV. IMPACT

A. Aspirations

Dynamic & Flourishing - This agreement funds a targeted partnership to increase travel and tourism in the Minot area. That activity supports other business activity in the area and increases sales tax collections for the City.

B. Service/Delivery Impact:

This project will provide resources to enhance efforts to attract tourism to the City. The increased tourism activity supports other businesses and also increases sales tax collections.

C. Fiscal Impact

This project was funded in 2021 using Economic Development Sales Tax

Project Costs

\$94,967.85

Project Funding

The funding was previously awarded in 2021 from Economic Development Sales Tax.

VI. ALTERNATIVES

The agreement could be approved for a different dollar amount or not approved. If the agreement is not approved, the funds would be made available for other economic development activities.



SERVICES AGREEMENT

City of Minot and the Minot Convention & Visitor's Bureau, Inc. (Visit Minot)

Agreement Effective Date: January 1, 2024

Agreement Expiration Date: December 31, 2024

This Agreement is entered into as of the Effective Date by and between the City of Minot (hereinafter "City") and the Minot Convention & Visitor's Bureau, Inc. , a North Dakota non-profit corporation and local destination marketing organization (hereinafter "MCVB", "Visit Minot", and/or "Provider"); and

WHEREAS, the City desires to promote tourism to the City of Minot and the surrounding area, including use of the City as a convention site; and

WHEREAS, Visit Minot has expertise in promoting tourism and conventions, and has agreed to provide certain services, including serving as an advisory committee to the City Council in administering the money deposited in the city visitors' promotion fund and the city visitors' promotion capital construction fund; and

WHEREAS, in January, 2021, the City of Minot and the MCVB entered into an Enterprise Agreement appropriating the sum of \$477,000 from the City's sales tax economic development proceeds to the MCVB, for the purpose of implementing a Tourism Recovery and Resilience Project ("TRRP Project") to increase travel and tourism in Minot; address the recovery, expansion, stabilization, diversification, and retention of Minot's tourism-driven businesses; and increase the City's sales and hotel tax revenues; and

WHEREAS, Visit Minot implemented the TRRP Project as intended, and is achieving the economic goals as intended under the Enterprise Agreement, and upon expiration of the Enterprise Agreement there were \$94,967.85 of City funds that were not disbursed and remain unspent; and

WHEREAS, the City desires to hire Provider and to pay a not to exceed \$94,967.85 to provide the services outlined in Exhibit 1; and

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Term. The term of this Agreement shall be from January 1, 2024 through December 31, 2024. The agreement is being intentionally back-dated to January 1, 2024. All expenses that qualify for reimbursement under this Agreement that were incurred by the Provider within the Term of this Agreement are eligible for reimbursement, not to exceed \$94,967.85. Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Provider agrees to provide the services outlined and in the manner described in Exhibit 1, which is attached and incorporated into this Agreement by reference. The term "Services" as used in this agreement shall refer to the services outlined in Exhibit 1.
3. Reports. By December 31, 2024, Provider shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the Services outlined in Exhibit 1 of this Agreement.
4. Compensation. City shall pay Provider for its services contemplated by this Agreement, compensation in an amount not to exceed \$94,967.85. Payment shall be made after receipt of a monthly invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.
5. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.
6. Termination.
 - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
 - b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
 - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:

- i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
 - d. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	Visit Minot
c/o City Manager	c/o Executive Director
P.O. Box 5006	P.O. Box 2066
Minot, ND 58702-5006	Minot, ND 58702-2066

8. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
9. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 7(c) of this Agreement.
10. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.
11. Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider

under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.

12. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
13. Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 7(c).

14. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
15. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
16. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
17. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
18. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
19. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.
20. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
21. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no

understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.

22. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

Thomas Ross
Mayor

David Lakefield
Finance Director

Mikayla McWilliams
City Clerk

VISIT MINOT

Stephanie Schoenrock, Executive Director

Megan Langley, Board President



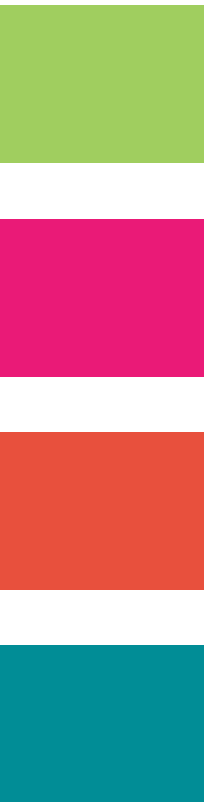
EXHIBIT 1

VISIT MINOT 202__ SERVICES AGREEMENT

1. Visit Minot shall provide convention and tourism (visitor) services that encourage, promote, and/or foster the development of Minot as a destination for conventions, leisure travel, or sports tourism.
2. Market and Distribution of Promotional Materials: Visit Minot shall undertake the task of marketing and distributing materials promotion Minot as a destination.
3. Production and Distribution of Annual Visitor Guide: Visit Minot shall produce and distribute an annual visitor guide that promotes events, attractions, and businesses that attract visitors from outside Ward County.
4. Marketing Strategy and Data: Visit Minot shall develop the marketing strategy using website analytics, social media insights, CoStar (tracks hospitality occupancy and average daily rate), and geolocation data.
5. Canadian Tradeshow: Visit Minot shall represent Minot at tradeshow in Canada each year.
6. Leisure Travel and Coordination of Events Promotion: Visit Minot shall coordinate with and support events, attractions, and businesses that attract leisure visitors from outside Ward County
7. Sports Tourism: Visit Minot shall work with local sports organizations to support and grow existing sporting events and cultivate new events that attract participants and spectators from outside Ward County.
8. Convention and Tourism Services: Visit Minot shall provide convention and visitor services that encourage, promote, and/or foster the development of Minot as a destination for conventions and meetings with visitors from outside of Ward County.
9. Staff Maintenance: Visit Minot shall maintain a professional staff, including a full-time professional director, responsible for managing the organization's efforts and coordinating with the Board of Directors to accomplish organizational goals.
10. Website: Visit Minot shall provide and maintain a website for the purpose of marketing Minot and the surrounding area for conventions and meetings,

sports tourism, and leisure travel. This includes maintaining a comprehensive calendar of events on visitminot.org

11. Social media and digital media: Visit Minot shall provide and maintain a digital presence for Minot and the surrounding area with the purpose of creating awareness and promoting events/attractions/businesses that attract visitors from outside of Ward County.
12. Visitor Center: Visit Minot shall provide a visitor center.



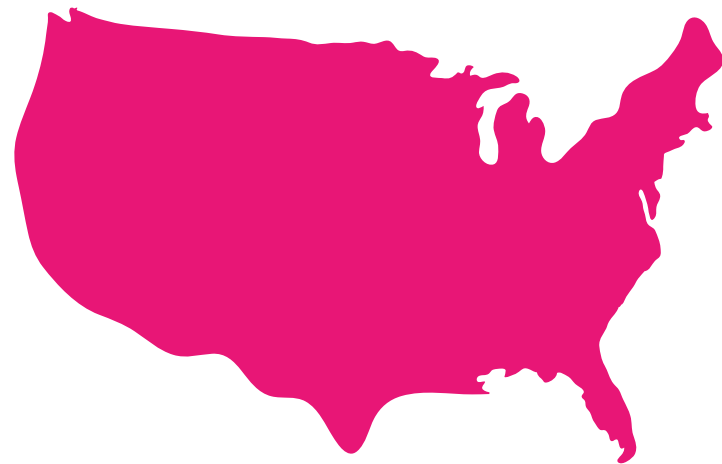
Tourism Industry Update



4 Months in the Visitors Center

April - August

50
States



23
Countries

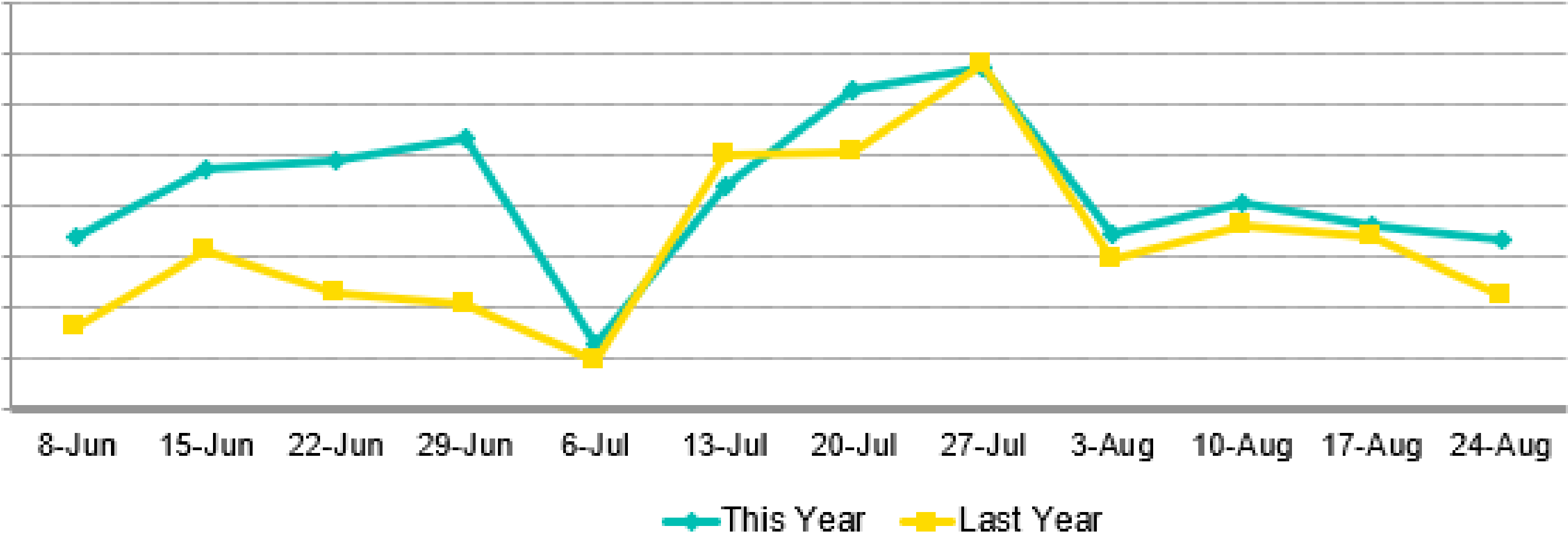


5
Provinces



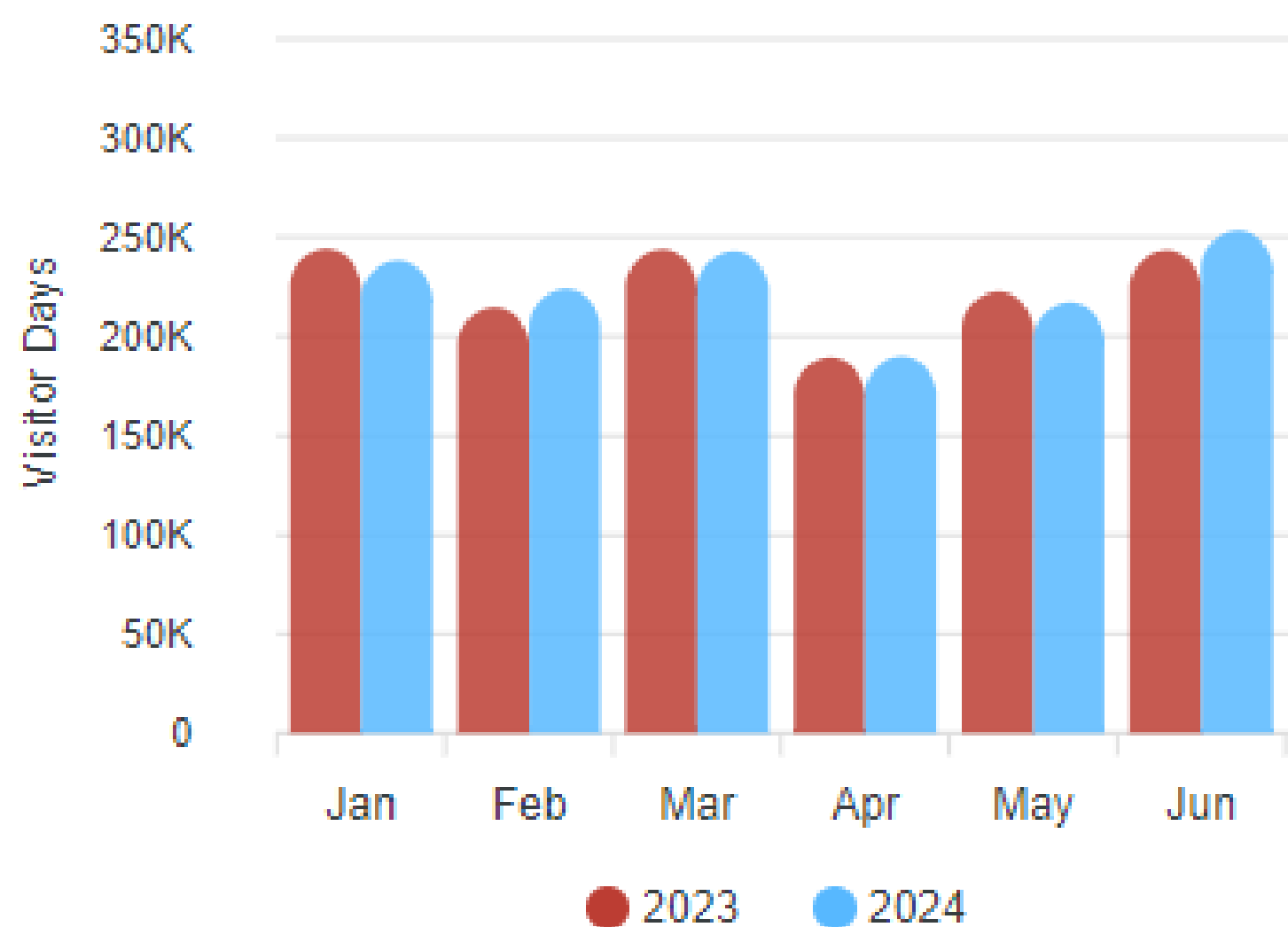
Occupancy

Weekly Occ (%) - Jun 08, 2024 to Aug 24, 2024

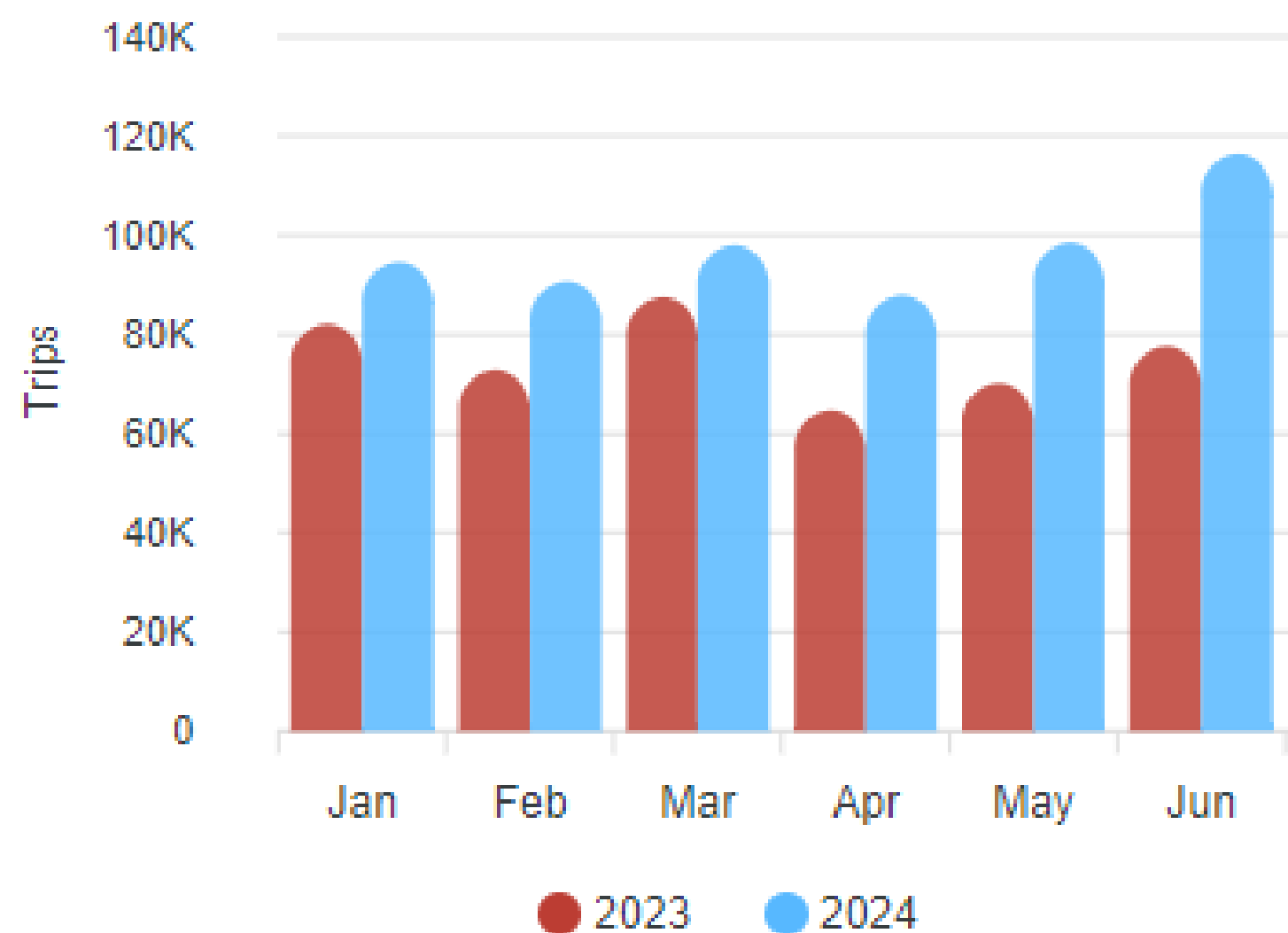


Visitation

Visitation by Year - Visitor Days



Visitation by Year - Trips



Credit Card Spending

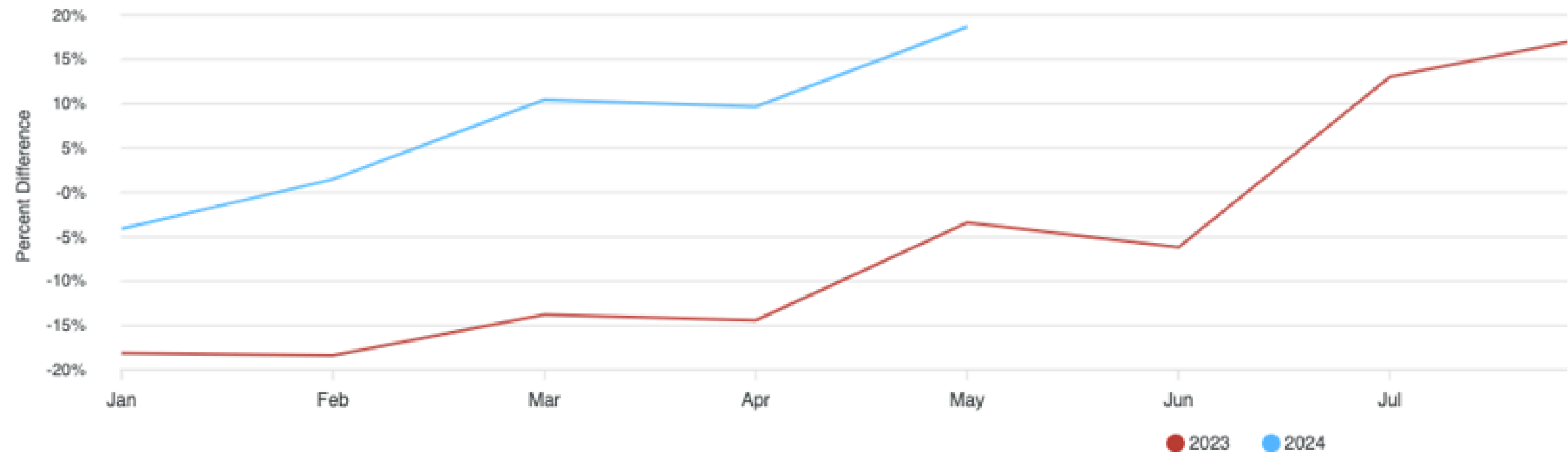
\$ MAY 2024
↑ 8.2%
vs April 2024

\$ MAY 2024
↑ 22.9%
vs May 2023

\$ 2024 YTD
↑ 24.1%
vs 2023 YTD

Spending by Year

Percent Difference relative to 2023 Average



*This data only taken from people living more than 50 miles away from Minot and excludes Canadians.



Visitor Spending | Ward County

Visitor spending timeline
Amounts in millions

North Dakota Counties - Annual Visitor Spending (millions of \$)								
County	2019	2020	2021	2022	2023	2023 Growth	Share of State	% relative to 2019
North Dakota	\$3,100.77	\$2,113.69	\$2,612.63	\$3,062.72	\$3,332.22	8.8%	100.0%	107.5%
Adams County	\$7.43	\$6.35	\$6.39	\$7.21	\$5.81	-19.4%	0.2%	78.2%
Barnes County	\$21.68	\$20.82	\$24.19	\$26.58	\$29.31	10.3%	0.9%	135.2%
Benson County	\$16.72	\$8.74	\$10.38	\$12.10	\$13.13	8.5%	0.4%	78.5%
Billings County	\$16.69	\$12.34	\$16.16	\$21.50	\$24.10	12.1%	0.7%	144.4%
Bottineau County	\$17.08	\$15.59	\$16.80	\$17.86	\$20.23	13.3%	0.6%	118.4%
Bowman County	\$8.65	\$6.48	\$7.59	\$8.31	\$10.31	24.1%	0.3%	119.3%
Burke County	\$2.24	\$1.66	\$1.94	\$2.26	\$2.65	16.9%	0.1%	118.3%
Burleigh County	\$506.60	\$344.23	\$442.42	\$496.30	\$514.74	3.7%	15.4%	101.6%
Cass County	\$940.32	\$586.79	\$827.49	\$1,001.45	\$1,098.22	9.7%	33.0%	116.8%
Cavalier County	\$4.26	\$3.43	\$4.33	\$4.97	\$5.01	0.9%	0.2%	117.5%
Dickey County	\$6.01	\$4.77	\$5.18	\$5.41	\$5.80	7.3%	0.2%	96.6%
Divide County	\$4.24	\$2.75	\$3.43	\$4.00	\$4.21	5.4%	0.1%	99.2%
Dunn County	\$17.18	\$13.57	\$18.22	\$20.71	\$20.99	1.4%	0.6%	122.2%
Eddy County	\$1.46	\$1.08	\$1.48	\$1.59	\$1.58	-0.8%	0.0%	107.8%
Emmons County	\$2.96	\$2.52	\$3.05	\$4.24	\$4.53	6.8%	0.1%	152.9%
Foster County	\$9.72	\$9.93	\$11.14	\$12.17	\$12.56	3.2%	0.4%	129.2%
Golden Valley County	\$2.01	\$1.71	\$2.03	\$2.23	\$2.58	15.8%	0.1%	128.3%
Grand Forks County	\$273.51	\$186.69	\$226.92	\$285.00	\$310.16	8.8%	9.3%	113.4%
Grant County	\$2.13	\$1.56	\$1.88	\$2.40	\$2.55	5.9%	0.1%	119.8%
Griggs County	\$1.99	\$1.63	\$1.85	\$2.11	\$2.22	5.4%	0.1%	111.4%
Hettinger County	\$2.81	\$2.60	\$2.99	\$3.43	\$3.85	12.0%	0.1%	136.7%
Kidder County	\$4.18	\$3.99	\$4.58	\$4.94	\$4.91	-0.5%	0.1%	117.6%
LaMoure County	\$3.68	\$2.96	\$3.49	\$3.88	\$4.38	12.9%	0.1%	119.1%
Logan County	\$1.59	\$1.04	\$1.30	\$1.47	\$1.55	5.7%	0.0%	97.7%
McHenry County	\$3.86	\$2.60	\$3.31	\$3.94	\$4.47	13.5%	0.1%	115.7%
McIntosh County	\$3.44	\$3.46	\$3.82	\$4.30	\$4.78	11.0%	0.1%	138.9%
McKenzie County	\$108.96	\$65.90	\$63.02	\$71.40	\$79.71	11.7%	2.4%	73.2%

Source: Tourism Economics

Visitor spending timeline
Amounts in millions

North Dakota Counties - Annual Visitor Spending (millions of \$)								
County	2019	2020	2021	2022	2023	2023 Growth	Share of State	% relative to 2019
North Dakota	\$3,100.77	\$2,113.69	\$2,612.63	\$3,062.72	\$3,332.22	8.8%	100.0%	107.5%
McLean County	\$16.40	\$11.93	\$13.63	\$14.18	\$16.22	14.4%	0.5%	98.9%
Mercer County	\$20.13	\$15.21	\$20.31	\$20.74	\$24.58	18.5%	0.7%	122.1%
Morton County	\$45.21	\$32.75	\$42.73	\$48.82	\$48.46	-0.8%	1.5%	107.2%
Mountrail County	\$88.91	\$58.62	\$59.26	\$72.59	\$83.41	14.9%	2.5%	93.8%
Nelson County	\$3.41	\$2.73	\$3.35	\$3.94	\$4.40	11.8%	0.1%	128.9%
Oliver County	\$1.01	\$0.64	\$1.39	\$1.41	\$1.39	-1.4%	0.0%	137.8%
Pembina County	\$12.09	\$13.07	\$12.56	\$13.68	\$14.41	5.3%	0.4%	119.2%
Pierce County	\$7.76	\$4.47	\$5.41	\$5.54	\$5.48	-1.0%	0.2%	70.7%
Ramsey County	\$56.65	\$53.20	\$57.28	\$57.94	\$60.78	4.9%	1.8%	107.3%
Ransom County	\$8.36	\$4.85	\$5.98	\$6.43	\$6.21	-3.4%	0.2%	74.3%
Renville County	\$2.52	\$1.73	\$2.02	\$2.02	\$1.62	-19.6%	0.0%	64.5%
Richland County	\$37.80	\$25.47	\$33.56	\$37.45	\$40.91	9.3%	1.2%	108.2%
Rolette County	\$28.40	\$18.44	\$22.12	\$23.96	\$26.28	9.7%	0.8%	92.5%
Sargent County	\$3.03	\$2.54	\$3.00	\$3.09	\$3.32	7.7%	0.1%	109.7%
Sheridan County	\$1.63	\$1.20	\$1.41	\$1.61	\$1.59	-1.1%	0.0%	97.5%
Sioux County	\$16.05	\$8.90	\$10.88	\$12.14	\$13.43	10.6%	0.4%	83.7%
Slope County	\$0.76	\$0.69	\$0.90	\$0.96	\$0.92	-3.4%	0.0%	121.0%
Stark County	\$132.79	\$92.35	\$103.54	\$114.88	\$127.51	11.0%	3.8%	96.0%
Steele County	\$1.85	\$1.27	\$1.51	\$1.74	\$1.86	7.0%	0.1%	100.5%
Stutsman County	\$67.94	\$44.69	\$55.59	\$65.25	\$81.15	24.4%	2.4%	119.4%
Towner County	\$2.88	\$2.26	\$2.19	\$2.03	\$2.16	6.7%	0.1%	75.0%
Traill County	\$6.14	\$3.85	\$4.74	\$4.66	\$5.16	10.6%	0.2%	84.1%
Walsh County	\$10.27	\$8.59	\$10.08	\$10.84	\$11.70	7.9%	0.4%	113.9%
Ward County	\$308.80	\$217.50	\$267.95	\$308.73	\$320.14	3.7%	9.6%	103.7%
Wells County	\$6.36	\$5.59	\$5.80	\$5.70	\$5.72	0.3%	0.2%	89.8%
Williams County	\$222.30	\$166.03	\$150.17	\$190.62	\$229.03	20.1%	6.9%	103.0%

Source: Tourism Economics

TOP 4 PERFORMING COUNTIES

COUNTY	2023 VISITOR SPENDING (millions of \$)	% GROWTH SINCE 2019
Cass County	\$1098.22	116.8%
Burleigh County	\$514.74	101.6%
Ward County	\$320.14	103.7%
Grand Forks County	\$310.16	113.4%

TAXES SAVED PER HOUSEHOLD 2023

Ward County	\$962 Per Household
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TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney
David Lakefield, Finance Director
Harold Stewart, City Manager

DATE: September 3, 2024

SUBJECT: EXTENDED STAY LEISURE FEE - VISIT MINOT

I. RECOMMENDED ACTION

It is recommended City Council consider implementation of the Extended Stay Leisure Fee, and if supportive, direct staff to prepare an ordinance implementing the fee.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190
David Lakefield, Finance Director, 701-857-4774
Harold Stewart, City Manager, 701-857-4721

III. DESCRIPTION

A. Background

The City currently imposes a lodging tax of 3 percent on all stays of 30 days or less. The administration of the tax is becoming increasingly burdensome due to some hotels stringing together multiple short-term reservations to exceed the 30 day limit and then exempting the entire stay from the local lodging tax.

B. Proposed Project

Visit Minot is proposing the City adopt an ordinance imposing a \$1 per day "leisure fee" on extended days (stays 30+ days) at hotels or motels within the City of Minot. The proposed fee would be separate from the existing lodging tax. No lodging tax is currently collected from customers staying 30+ days. The proposed fee would be collected for each day the extended stay customer stays at the hotel or motel beginning on day one of their stay, and the 3 percent lodging tax is not collected from these customers.

Visit Minot requests that the fee be remitted to Visit Minot, so that Visit Minot can use the money collected to promote tourism in the City of Minot.

C. Recommendation Detail

There has been significant discussion with Visit Minot staff regarding this issue and Visit Minot's Board of Directors supports implementing the fee.

Assuming the City Council is supportive of the proposed fee, the City Attorney's Office would then prepare an ordinance for the Council's consideration. If the City Council adopts the ordinance implementing the extended stay leisure fee, Visit Minot requests that its existing contract with the City of Minot relating to local lodging taxes be amended to include distribution of the collected extended stay leisure fee. City staff will proceed in this manner if the Council supports imposing the fee.

IV. IMPACT

A. Aspirations

Dynamic & Flourishing - the extended stay fee would provide additional revenue to be used by Visit Minot to further promote tourism in the area.

B. Service/Delivery Impact:

An extended stay leisure fee would level the playing field for hotel properties in Minot. All stays would then contribute funds to promote tourism, which benefits the hotel and motel business and the local economy in general.

C. Fiscal Impact

As proposed, the fees raised via the extended stay leisure fee would be used to promote tourism in the area. The fee is estimated to provide \$75,000 in additional revenue annually. As proposed, the additional revenue would pass through to Visit Minot, and would not affect City finances.

Project Costs

\$75,000

Project Funding

\$75,000

VI. ALTERNATIVES

The City Council could decline to pursue an extended stay leisure fee. If the City Council does not pursue an extended stay leisure fee, the 3 percent lodging tax will continue to be assessed in the same manner that it is currently.



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director
Maria Romanick, Operations & Maint. Manager

DATE: September 3, 2024

**SUBJECT: BIDDING OF SNOW REMOVAL OPERATIONS FOR AIRPORT
PARKING LOTS**

I. RECOMMENDED ACTION

- 1. It is recommended City Council authorize City staff to advertise bids for snow removal services for the parking lots for the 2024-2025 snow season with options to extend; and**
- 2. Authorize City staff to award the bid to the lowest bidder, responsible bidder; and**
- 3. Authorize the Mayor to execute contract.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Minot International Airport is responsible for snow removal operations for all parking lots, which include short-term, long-term, and the employee lot. Due to the Airport's numerous responsibilities regarding snow removal, the airfield must be considered the priority. In order to address snow removal of public access to the airport terminal, snow removal operations of the parking lots have been contracted out since 2021. The original contract term has ended resulting in the development of a new bid package and specifications.

B. Proposed Project

Advertise for snow removal operations of the airport's parking lots and award the contract to the lower, responsible bidder.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

Without utilizing a third-party contractor, the Minot International Airport would be unable to maintain an adequate, or timely, level of snow removal service in the parking lots. This is due to a lack of equipment and staff, particularly when considering the competing priorities of clearing airfield runways, taxiways, aprons, terminal sidewalks, pedestrian walkways, and employee parking lots, some of which have clearance times mandated by the FAA.

C. Fiscal Impact

Snow removal expenses are included in the Airport's annual budget. Because the snow removal contract spans 2024 into 2025, funds have been included in the proposed 2025 budget in the amount of \$60,000.

Project Costs

Third party snow removal - \$60,000

Project Funding

Third party snow removal (44220)

VI. ALTERNATIVES

1. Council could require the Airport to perform snow removal operations of the parking lots with existing levels of equipment and staffing which would result in a decline in the level of safety for both airside and landside winter operations and as well as the level of customer service for airport users.

2. Council could require the Airport to perform snow removal operations of the parking lots and increase the existing level of equipment and staffing which would enable a level of safety and service to be maintained, but result in a much greater cost to taxpayers than the proposed third-party contract.

SERVICES AGREEMENT

City of Minot and _____

This Agreement is entered into on this 1st day of November, 2024, by and between the City of Minot (hereinafter “City”) and _____ (hereinafter “Supplier”).

WHEREAS, Supplier has agreed to provide certain snow removal services for the City’s Airport Parking Lots; and

WHEREAS, City has agreed to pay Supplier for the costs of snow removal services.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Term. The term of this Agreement shall be from November 1, 2024 – May 31, 2025.
The Agreement may be renewed by written agreement of the Parties.
2. Scope of Services. Supplier agrees to provide the snow removal services to the City at the Minot International Airport in accordance the Bid Specifications “Snow Removal Services for Minot International Airport Parking Lots” document, which is attached and incorporated into this Agreement as EXHIBIT A: BID SPECIFICATIONS (which includes EXHIBIT B – Airport Parking Lots).
3. Additional Supplier Obligations. Supplier agrees to fully comply with the Federally Mandated Contract Clauses which are attached and incorporated into this Agreement as EXHIBIT C: FEDERALLY MANDATED CLAUSES.
4. Compensation. The City agrees to compensate Supplier for the snow removal services provided in accordance with the fees described in Supplier’s submitted proposal, which is attached and incorporated as EXHIBIT D: SUBMITTED PROPOSAL. Supplier will provide monthly invoices to the City for services rendered no later than the 15th of the month following. Snow measurements will be taken from the National Weather Service website at www.weather.gov.
5. Inspection. Inspection of the parking lots will be conducted by the Supplier before and after snow removal operations to ensure any damage caused during snow removal operations is documented and processed appropriately. Damage will be reported immediately to the City. The City reserves the right to participate in the inspection.
6. Indemnification and Insurance. Supplier agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from providing the services described in this contract. Supplier and its employees must carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in

the amount of \$500,000 per person, \$2,000,000 per occurrence, and property damage in the amount of \$3,000,000 per occurrence. Supplier's employees must also be covered by North Dakota Worker's Compensation. Supplier shall provide City a Certificate of Insurance naming the City as an additional insured, and shall maintain such insurance during the term of this Agreement and any extension agreed to thereafter.

7. Authority to Contract. No part of this Agreement shall be construed to grant to Supplier any authority to contract for, on behalf of, or incur obligations on behalf of the City.
8. Termination.
 - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
 - b. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Supplier, or any later date stated in the notice:
 - i. If Supplier fails to provide services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Supplier fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
 - c. The rights and remedies of City provided in this Section 7 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
9. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Supplier:
City of Minot	Name:
c/o Minot International Airport, Operations and Maintenance Manager	Title:
P.O. Box 5006	Address
Minot, ND 58702	City, State

10. Independent Entity. Supplier is an independent entity under this Agreement and is not a City employee for any purpose.
11. Compliance with Law. Supplier agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Supplier's failure to comply with this section may be deemed a material breach by Supplier entitling the City to terminate in accordance with the Section 7(b) of this Agreement.
12. Compliance with Public Records Laws. Supplier understands that, City must disclose to the public upon request any records it receives from Supplier. Supplier further understand that any records obtained or generated by Supplier under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Supplier agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
13. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
15. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
16. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
17. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
18. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Supplier shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
19. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for

whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.

20. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
21. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.
22. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties. If no start date is specified in the Term of Agreement, the most recent date of the signatures of the parties shall be deemed the Effective Date.

CITY OF MINOT, NORTH DAKOTA

Tom Ross
Mayor

David Lakefield
Finance Director

Owner/Operator of Supplier

EXHIBIT A: BID SPECIFICATIONS

SNOW REMOVAL SERVICES FOR MINOT INTERNATIONAL AIRPORT PARKING LOTS

Bids will be received by the City Clerk at their office at City Hall until [REDACTED] local time, MONTH DAY, 2024 for furnishing Snow Removal Services for the Airport's short-term, long-term, car rental, and employee parking lots, which shall meet the following specifications:

SCOPE

Snow removal services (plowing and/or hauling) will be conducted per the Minot International Airport Snow and Ice Control Plan and coordinated with the Airport Operations and Maintenance Manager.

Mobilization for snow removal services will be according to pre-determined snow accumulation and drift levels and/or at the request of the Airport Operations Manager. Response to the site must be within one hour of the triggering accumulation amount, or request for service.

The Minot International Airport is a 24/7/365 enterprise and expects to remain open and operational in all types of inclement weather. It is the expectation that the snow removal services at the Airport Parking Lots operate under the same assumption, thus ensuring a high priority level of service. It is also to be understood that snow removal services will take place around parked and moving vehicles within the lots.

For the purposes of this bid document, the Airport Parking Lots may include the Airport's short-term, long-term, car rental, and employee parking lots, and related parking lot entrances and exits, as shown in Exhibit A – Airport Parking Lots.

Snow is to be plowed, pushed, or loaded and hauled, to the Airport's designated snow storage areas within the Airport Parking Lots as shown on Exhibit A. Contracted services may also include ice control measures using a combination of Airport pre-approved sand or salt; ice control measures will only be at the request of the Airport and must be approved in advance. Contractor must provide the sand and salt at a mixture of 30% salt to sand.

GENERAL CONDITIONS

It is to be understood that no specified quantities are being bid on and that amounts shown are for estimating and bidding purposes only. There is no guarantee of a certain number of snow events and contractor will be paid per snow removal event based on bid amounts for each snow depth category. Snow Removal Services may be regulated by the Minot International Airport and must be coordinated with the Airport Operations and Maintenance Manager during the contract term.

Bids shall be for the period starting November 1, 2024 and ending approximately May 31, 2025, and shall show a price per each category of snow event along with the total bid price. The Minot International Airport requires firm bids from all bidders. The Airport reserves the right to reject any bid not stating a firm price as not responsive.

The Minot International Airport annually reserves the option of extending the 2024-2025 contract through calendar years 2025, 2026, and 2027. The extension option may be exercised if agreed to by both parties.

CITY OF MINOT
MINOT INTERNATIONAL AIRPORT
BID PROPOSAL
SNOW REMOVAL SERVICES FOR AIRPORT PARKING
LOTS

We, the undersigned, hereby propose and agree to furnish the City of Minot with Snow Removal Services for Minot International Airport Parking Lots, including entrances and exits, subject to the specifications as provided by the City of Minot.

Airport Paid Parking Lots to include Short-Term, Long-Term, and Rental Lots, including entrances and exits as marked on Exhibit A	Depth of Snow per Snow Event	Estimated Number of Snow Events at this Depth (for estimating and bidding purposes only)	Price to Remove and Haul Snow per each Snow Event at this Depth		
	Wind Event	4 events	\$		
	2 to 5.99 inches	8 events	\$		
	6 to 11.99 inches	5 events	\$		
	12 to 14.99 inches	2 events	\$		
	15+ inches	1 event			
Total Price for Snow Removal Services for Airport Paid Parking Lots for all <u>20</u> Snow Events			\$		
Total Price Above in Words:					
Total Price for Ice Control (sand/salt) for Airport Paid Parking Lots for all <u>5</u> Ice Events			\$ per event		
			\$ total for 5 events		
Total Price Above in Words:					
Total Bid Price for estimated 25 Snow Removal and Ice Control Events			\$		
Total Price Above in Words:					
Alternate 1: Inclusion of Employee Parking Lot Snow Removal	Estimated Number of Snow Events at this Depth		Price to Remove and Haul Snow per each		
	4 events		\$		
	8 events		\$		
	5 events		\$		
	2 events		\$		
	1 event				
Total Price for Snow Removal Services for Airport Employee Parking Lot for all <u>20</u> Snow Events			\$		
Total Price Above in Words:					

Signature

Print Name

Company Name

Address

Phone

Date

EXHIBIT B – AIRPORT PARKING LOTS

EXHIBIT C: FEDERALLY MANDATED CLAUSES

CIVIL RIGHTS PROVISION

Supplier agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Supplier and subtier suppliers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Supplier (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Supplier, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Supplier will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Supplier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Supplier of the Supplier's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Supplier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Supplier is in the exclusive possession of another who fails or refuses to furnish the information, the Supplier will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Supplier's noncompliance with the Nondiscrimination provisions of this contract, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Supplier will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Supplier will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Supplier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Supplier may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Supplier may request the United States to enter into the litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Supplier has full responsibility to monitor compliance to the referenced statute or regulation. The Supplier must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Supplier retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Supplier must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TITLE V LIST OF PERTINENT NONDISCRIMINATION ACTS & AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure the LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D: SUBMITTED PROPOSAL



TO: Mayor Ross
Members of the City Council

FROM: Tom Joyce, Asst. City Manager

DATE: September 3, 2024

**SUBJECT: COUNCIL DIRECTION ON PARKING ORDINANCE (SEC 20-22,
OVERNIGHT, 24-HOUR AND 48-HOUR PARKING RESTRICTIONS)**

I. RECOMMENDED ACTION

It is recommended City Council determine whether to update the ordinance to limit parking of a motor home, travel trailer, camping trailer, fifth-wheel trailer, enclosed trailer, utility trailer, recreational trailer, or any other type of trailer on any street for a period not to exceed twenty-four (24) hours, unless said vehicle is moved a distance of more than one (1) block or three hundred (300) feet, whichever is less.

II. DEPARTMENT CONTACT PERSONS

Tom Joyce, Asst. City Manager, 701-857-4731
John Klug, Chief of Police, 701-857-9800
Nick Schmitz, Asst. City Attorney, 701-857-3025

III. DESCRIPTION

A. Background

As currently written, City ordinance allows up to a maximum of forty-eight (48) hours for street parking of vehicles legally parked in the closest possible proximity to the property at which the owner or principal operator of the vehicle has established their residence. In practice, even if the 48-hour maximum is adhered to, owner/principal operators of such vehicles frequently move the vehicle from its current parking space to another nearby location (e.g., forward a few feet or just across the street) making the enforcement of the ordinance extremely difficult. A City resident approached City Council and Staff about getting the ordinance changed to limit street parking of recreational vehicles/trailers to the active loading/unloading of said vehicles to improve the aesthetics of City neighborhoods.

B. Proposed Project

City Council decide whether it wants to restrict street parking of recreational vehicles/trailers to less than what the current ordinance allows (up to 48-hours if in close proximity to the owner's/principal operator's residence), and, if so, by

how much.

C. Recommendation Detail

While convenient for the owner of a recreation vehicle/trailer to park it in the street, it can be a hindrance and/or nuisance to nearby residents as well as others traversing City streets and neighborhoods. It is not uncommon for cities to impose such a parking restriction, ranging from No Parking on city streets, to no parking from 10 pm to 6 am, to no parking for any longer than the necessary time to expediently load or unload property and/or passengers. City Council may consider choosing from the Alternatives below:

1. City Council could determine not to update the ordinance.
2. City Council could determine to update the ordinance to limit parking of a motor home, travel trailer, camping trailer, fifth-wheel trailer, enclosed trailer, utility trailer, recreational trailer, or any other type of trailer on any street for a period not to twenty-four (24) hours, unless said vehicle is moved a distance of more than one (1) block or three hundred (300) feet, whichever is less.
3. City Council could determine to update the ordinance and make it more or less restrictive than the current ordinance or what is presented in Alternative 2, above.
4. City Council could direct staff to bring back additional research and information for its consideration regarding this matter.
5. City Council could table the ordinance and resolution.

IV. IMPACT

A. Aspirations

- 1) Dynamic & Flourishing: Minot is a thriving and vibrant community ready to collaborate to achieve strategic growth.
- 2) Safe & Welcoming: Minot is a welcoming community where people feel safe and engaged, with the freedom to celebrate their rich, diverse histories and identities.

B. Service/Delivery Impact:

Improves neighborhood aesthetics and potentially improves traffic and pedestrian safety by reducing the number of large recreational vehicles/trailers parked in neighborhoods along city streets; responsive to Citizen Satisfaction Survey requesting increased emphasis on code enforcement/more restrictive codes. Potentially inconveniences those who are following current ordinance, which allows vehicles to be parked up to forty-eight (48) hours in the street if legally parked in the closest possible proximity to the property where the owner or principal operator of the vehicle has established residence.

C. Fiscal Impact

Project Costs

There are no associated direct costs.

Project Funding

None.

VI. ALTERNATIVES

1. City Council could determine not to update the ordinance.
2. City Council could determine to update the ordinance to limit parking of a motor home, travel trailer, camping trailer, fifth-wheel trailer, enclosed trailer, utility trailer, recreational trailer, or any other type of trailer on any street for a period not to twenty-four (24) hours, unless said vehicle is moved a distance of more than one (1) block or three hundred (300) feet, whichever is less.
3. City Council could determine to update the ordinance and make it more or less restrictive than the current ordinance or what is presented in Alternative 2, above.
4. City Council could direct staff to bring back additional research and information for its consideration regarding this matter.
5. City Council could table the ordinance and resolution.

Sec. 20-22. Overnight, twenty-four-hour, and forty-eight-hour parking restrictions; exception.

- (a) No person shall, within the Central Business District and between the hours of 1:00 a.m. and 7:00 a.m., park:
 - (1) On Monday, Wednesday or Friday on any street; or
 - (2) On Tuesday, Thursday or Saturday on any avenue.
- (b) For purposes of subsection (a), an "avenue" means only a street running east and west and a "street" means only a street running north and south.
- (c) No person shall park on any street for a period of time in excess of twenty-four (24) hours unless the vehicle is legally parked in the closest possible proximity to the property at which the owner or principal operator of the vehicle has established his residence.
- (d) No person shall park on any street for a period of time in excess of forty-eight (48) hours.
- (e) The restrictions in subsections (c) and (d) shall operate independently of, and cumulatively to, any other time limitation with respect to parking which might apply in the same circumstances which give rise to a violation of either of those subsections.

(Ord. No. 2373, § 1; Ord. No. 2410, § 1; Ord. No. 2629, § 1; Ord. No. 4226, § 1)

Editor's note(s)—Section 1 of Ord. No. 4226, adopted Oct. 5, 2009, changed the title of § 20-22 from "Overnight, twenty-four-hour, and ninety-six-hour parking restrictions; exception" to "Overnight, twenty-four-hour, and forty-eight-hour parking restrictions; exception."



ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 20-22 (OVERNIGHT, TWENTY-FOUR-HOUR, AND FORTY-EIGHT-HOUR PARKING RESTRICTIONS; EXCEPTION), DIVISION 2 (PARKING OFFENSES), ARTICLE II (SUBSTANTIVE OFFENSES), CHAPTER 20 (MOTOR VEHICLES AND TRAFFIC) OF THE CITY OF MINOT CODE OF ORDINANCES TO UPDATE PARKING RESTRICTIONS.

WHEREAS, the City of Minot is a political subdivision lawfully recognized in the state of North Dakota as a home rule city and has adopted a home rule charter in accordance with North Dakota Century Code (NDCC) § 40-05.1; and

WHEREAS, NDCC § 40-05.1-06 provides that the City shall have the power to implement home rule powers by ordinance, including the power to enact ordinances regarding streets, sidewalks, and public grounds within city limits; and

WHEREAS, NDCC § 40-05.1-05 provides that a ratified home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and

WHEREAS, the City of Minot now desires to modify its ordinances relating to parking on various streets and alleys in the City; and

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

§1. That Section 20-22 (Overnight, twenty-four-hour, and forty-eight-hour parking restrictions; exception) of Division 2 (Parking Offenses), Article II (Substantive Offenses), Chapter 20 (Motor Vehicles and Traffic), Code of Ordinances, City of Minot, North Dakota, is hereby amended to read as follows:

Sec. 20-22. – Overnight, twenty-four-hour, and forty-eight-hour parking restrictions; exception.

(a) No person shall, within the Central Business District and between the hours of 1:00 a.m. and 7:00 a.m., park:

- (1) On Monday, Wednesday or Friday on any street; or
- (2) On Tuesday, Thursday or Saturday on any avenue.

(b) For purposes of subsection (a), an "avenue" means only a street running east and west and a "street" means only a street running north and south.

(c) No person shall park a motor vehicle on any street for a period of time in excess of twenty-four (24) hours unless the vehicle is legally parked in the closest possible proximity to the property at which the owner or principal operator of the vehicle has established his residence.

(d) No person shall park a motor vehicle on any street for a period of time in excess of forty-eight (48) hours.

(e) No person shall park a motor home, recreational vehicle, travel trailer, camping trailer, fifth-wheel trailer, enclosed trailer, utility trailer, recreational trailer, or any other type of trailer on any street for a period of time in excess of twenty-four (24) hours. When twenty-four (24) hours has elapsed and something parked subject to this subsection has not been moved for a distance of more than one (1) block or three hundred (300) feet, whichever is less, then it shall be construed to have remained stationary.

(eg) The restrictions in subsections (c), ~~and (d)~~, and (e) shall operate independently of, and cumulatively to, any other time limitation with respect to parking which might apply in the same circumstances which give rise to a violation of ~~either~~ any of those subsections. All trailers are also subject to the restrictions in Section 20-24 of this Code.

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor