



Regular City Council Meeting

Monday, October 21, 2024, at 5:30 PM

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

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

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
4. REPORTS
 - 4.1. CITY MANAGER'S REPORT
5. PLANNING COMMISSION
 - 5.1. CONSIDER THE REPORT OF THE PLANNING COMMISSION
 - 5.2. 2024-08-01 LARSON ADDITION - PRELIMINARY PLAT

RECOMMENDED ACTION

It is recommended City Council approve a major subdivision preliminary plat in alignment with the Planning Commission recommendations as provided in Attachment A.

- 5.3. PUBLIC HEARING: 2024-08-03 TEXT AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE

RECOMMENDED ACTION

- 1. It is recommended City Council approve the Text Amendments 1,2, 4, 5, and 6 except item 3 on first reading in alignment with the Planning Commission recommendations as provided in Attachment A; and**
- 2. Provide staff with direction on item 3 (ornamental lighting).**

- 5.4. 2024-08-04 FUTURE LAND USE MAP AMENDMENTS

RECOMMENDED ACTION

It is recommended City Council approve the Future Land Use Map Amendments in alignment with the Planning Commission recommendations as provided by Attachment A, B, and C.

5.5. 2024-08-05 CITY OF MINOT - MOOSE LODGE ADDITION - PRELIMINARY PLAT

RECOMMENDED ACTION

It is recommended City Council approve a major subdivision preliminary plat in alignment with the Planning Commission recommendations as provided in Attachment A.

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the October 2, 2024 Special City Council meeting and the October 7, 2024 Regular City Council meeting.

6.2. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 5996 - Zoning Map Amendment - Great Plains Addition**
- 2. Ordinance No 6004 - 2024 BA - Donation for Library Sweater Weather Program**
- 3. Ordinance No 6005 - 2024 BA - ATF Joint Law Enforcement Operations Program (PD0013)**
- 4. Ordinance No 6006 - 2024 BA - 2025 Traffic Safety Grants**
- 5. Ordinance No 6007 - 2024 BA - Street Improvement Permanent Easement**
- 6. Ordinance No 6008 - 2024 BA - Structure Demolition 2024-02**
- 7. Ordinance No 6009 - 5th Ave SE at 9th St SE**
- 8. Ordinance No 6010 - 2024 BA - Facade Improvement (FI-14)**
- 9. Ordinance No 6011 - 2024 BA - Facade Improvement (FI-13)**
- 10. Ordinance No 6012 - 2024 BA - CBP office update**

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

It is recommended City Council ratify the following administratively

approved requests:

- 1. Special Event Permit for The "O"riginal Bar and Nightclub (720 N Broadway).**
- 2. Two Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 3. Special Event Permit for Sports on Tap (220 S Broadway).**
- 4. Special Event Permit for The Landing Bar and Bottle Shop (2015 N Broadway).**
- 5. Magic City Discovery Center to conduct a raffle on November 15, 2024 at the Magic City Discovery Center (1545 1st St NW).**
- 6. Deb's Circle of Friends to conduct a raffle on October 12, 2024 at Christ Lutheran Church (502 17th St NW).**
- 7. Disabled American Veterans to conduct a raffle on June 14, 2025 at Ryan GMC Cadillac (1111 20th Ave SW).**
- 8. MSU Beaver Hockey Families to conduct a raffle at all home games from October 4, 2024 through February 15, 2025 at the Maysa Arena (2501 W Burdick Exwy).**
- 9. Minot North Football Boosters to conduct a raffle on October 27, 2024 at the Mendez Residence (1116 17th Ave NW).**
- 10. Northern Plains Children's Advocacy Center to conduct a raffle on February 15, 2025 at Clarion Hotel Convention Center (2200 E Burdick Exwy).**

6.4. MAYORAL APPOINTMENTS

RECOMMENDED ACTION

It is recommended City Council confirm the following Mayoral Appointments for the Economic Development Plan Review Committee:

- Mike Blessum, Chairperson (City Council)**
- Paul Pitner (City Council)**
- Melinda Howe (Downtown)**
- Justin Hammer (Imm/Park District)**
- Tyler Neether (Town & Country Credit Union)**
- Mark Lyman (MACEDC)**
- Jordan Nelson (Magic Fund Screening Committee)**

6.5. BID SELECTION FOR DE-ICING SALT

RECOMMENDED ACTION

It is recommended City Council approve the selection and award of the Mad Dog Brokerage, Inc. salt bid and authorize the Mayor to sign all

required documentation.

6.6. BID SELECTION FOR SAND (SNOW SEASON)

RECOMMENDED ACTION

It is recommended City Council approve the selection and award of the Sundre Sand & Gravel, Inc. sand bid and authorize the Mayor to sign all required documentation.

6.7. CITYWORKS AND GIS SUPPORT CONTRACT (4705)

RECOMMENDED ACTION

It is recommended City Council approve the contract amendment with Timmons Group and authorize the Mayor to sign the contract amendment.

6.8. LEASE AGREEMENT WITH FEDERAL AVIATION ADMINISTRATION (FAA) FOR GENERAL AVIATION TERMINAL, 2400 NORTH BROADWAY, OFFICE AND GARAGE SPACE (697DCM-24-L-00142 - MOT SYSTEM SUPPORT UNIT (SSU) IN MINOT, NORTH DAKOTA)

RECOMMENDED ACTION

It is recommended City Council approve the lease agreement (697DCM-24-L-00142) with the FAA as negotiated; and authorize the Mayor to sign the agreement and any applicable documentation.

6.9. WILDLIFE HAZARD REMOVAL AND DRAINAGE IMPROVEMENT – ENBRIDGE CROSSING AGREEMENT SIGNATURE (AIP 3-38-0037-069-2024)

RECOMMENDED ACTION

- 1. It is recommended City Council approve the agreement; and**
- 2. Authorize the Mayor to sign the Enbridge Crossing Agreement relating to construction accommodations for Enbridge pipeline utilities aligned through airport property for the Wildlife Hazard Removal and Drainage Improvement project.**

6.10. STORM SEWER DISTRICT 121 PUPPY DOG COULEE - APPROVE PLANS AND SPECIFICATIONS AND CALL FOR BIDS (4087)

RECOMMENDED ACTION

It is recommended City Council approve the plans and specifications and authorize a call for bids.

6.11. APPROVE BUDGET AMENDMENT FOR EXPENDITURES RELATED TO

THE 2024 BOND ISSUANCE

RECOMMENDED ACTION

It is recommended the City Council approve the budget amendment on first reading for the cost of the 2024 bond issuance.

6.12. BUDGET AMENDMENT REQUEST -FIRE PREMIUM TAX

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment for the overage of the fire premium tax returned from the State of North Dakota on first reading.

6.13. APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

RECOMMENDED ACTION

It is recommended City Council approve the September 2024 general accounts receivable write-offs.

6.14. 2024-09-04 MODINE ADDITION - MINOR PLAT

RECOMMENDED ACTION

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

6.15. 2024-09-01 CITY OF MINOT 16TH STREET ADDITION - FINAL PLAT

RECOMMENDED ACTION

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

6.16. WAYFINDING PHASE 1 – FINAL PAYMENT (4620)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$3,743.38 to be paid to Dakota Fence Company for the completion of Wayfinding Phase I (4620).

6.17. AIRPORT BUDGET LINE ITEM REDISTRIBUTION - ELECTRIC VAULT EQUIPMENT (AIP 3-38-0037-072-2024)

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to redistribute the budget to the correct line item.

6.18. MINOT PUBLIC LIBRARY - FURNITURE, DIGITAL KITS, AND PROGRAMMING BUDGET AMENDMENT

RECOMMENDED ACTION

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

6.19. NDDDES 2024-25 HMEP TRAINING GRANT

RECOMMENDED ACTION

1. It is recommended City Council accept the North Dakota Department of Emergency Services (NDDDES) FY 2024-2025 Hazardous Materials Emergency Preparedness (HMEP) Training grant and authorize the Battalion Chief to sign the award; and
2. Approve the budget amendment to the 2024 annual budget to increase the fire education and training revenues and expenditures for a Hazardous Materials Emergency Preparedness Grant and allow the use of general fund cash reserves.

7. ACTION ITEMS

7.1. REVISED PARKING ORDINANCE (SEC 20-24, PARKING OF HEAVY VEHICLES REGULATED)

RECOMMENDED ACTION

It is recommended City Council approve the update of the subject parking ordinance (Sec 20-24), clearly delineating the restriction of parking of a motor home, travel trailer, camping trailer, fifth-wheel trailer, enclosed trailer, utility trailer, recreational trailer, or any other type of trailer, regardless of weight, on any street between 12 am (midnight) and 5 am.

7.2. 6TH STREET SW AND 11TH AVENUE SW TRAFFIC SIGNAL

RECOMMENDED ACTION

It is recommended City Council adopt the Signal Removal with All-Way Stop Conversion alternative and pass the following ordinance revisions:

- 1) Remove Traffic Signal Control
- 2) Add All-Way Stop Control

7.3. MOTION TO RECONSIDER: LAND LEASE RENEWAL - LAVERNE MIKKELSON

RECOMMENDED ACTION

Two Part Motion:

1. Motion to reconsider the land lease renewal for Laverne Mikkelson.
2. If successful, the second part will be the original motion on the table:

Approve the land lease extension with LaVerne and Kandi Mikkelson including the approved amendments and authorize the Mayor to sign the agreement.

7.4. 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.

8. PERSONAL APPEARANCES

9. MISCELLANEOUS AND DISCUSSION ITEMS

9.1. COUNCIL DIRECTION ON ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND DISCUSSION ON RESPONSIBLE PROPERTY OWNERSHIP

RECOMMENDED ACTION

It is recommended City Council provide staff direction to adopt the International Property Maintenance Code in conjunction with the other code book updates in 2025.

10. LIAISON REPORTS

11. ADJOURNMENT



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: October 21, 2024

City Manager:

The City Manager, Capt. Plessas, Capt. Sundbakken, and Lisa Jundt attended a meeting with Minot State University professors for the Criminal Justice Program to discuss approaches to fostering a stronger working relationship. Both entities are struggling to get applicants/students. Several ideas were discussed to address the challenges currently being faced and a follow-up meeting will be held soon.

Over the last couple of weeks, the city manager took paid time off to address a variety of matters.

Meetings attended included: Transit Center Ribbon Cutting and open house; Minot North High School Ribbon Cutting and open house; Open House for the Lord's Cupboard; the Liaison Committee meeting; and various other project/administration/communication meetings.

**Public Works
Operations Director, Bryan Banfill**

PUBLIC WORKS ADMINISTRATION:

Public Works administration is currently reviewing the remaining 2024 priorities to ensure they are complete prior to calendar year end. The development of 2025 priorities will be constructed once the Budget is finalized. Additionally, the team is still working towards refining the City Works data entry process. Intent will be to standardize a process for updating critical data in the system to help generate reports that will provide more fidelity leading to better decision-making capabilities. A training plan will be developed and executed to ensure Public Works Operations personnel follow the prescribed process.

ROSEHILL CEMETERY:

Rosehill Cemetery continues to work towards making more sections available to address depleting plot and columbarium niches. Currently sitting at 96% burial plot capacity with only 1,128 plots available in developed sections. The cemetery is focused on developing additional sections which will make 15,283 additional plots available for future needs. Additionally, with columbarium niche availability dwindling to 31 niches (columbarium reaching 77.78% capacity) the effort to integrate additional columbaria sections will greatly support the growing demand. Additional columbaria sections are being researched for 2025 integration. Sales of each have contributed greatly to the Cemeteries' September Revenue of \$20,660.

Work orders are a focus for staff as mowing takes less time later in the summer. In September we saw the last of our summer staff leave.

The following is a compilation of open and closed work orders:

- 7 New Vase, Ground, Monument Work Orders Added
- 12 Work Orders of various types closed out.
- 11 Total Open Work Orders Still in Queue
- 8 Traditional Burials Completed
- 7 Cremations Completed
- 0 Columbaria Interments Completed
- 1 Disinterment Completed.
- 17 Marker Installations Completed

PROPERTY MAINTENANCE DEPARTMENT:

The Property Maintenance department successfully completed 159 preventative maintenance (PM) work orders, and 52 non-preventative maintenance (Non-PM) work orders throughout the month of September. PM includes filter and belt checks, operational checks, greasing and cleaning of equipment. Non-PM work this month ranged widely from leaking plumbing, patching walls, installing new lights, troubleshooting and repairing electrical issues, service calls to the ramps, and installing a new heat pump in the ceiling at PD.

The *Asset Essential* software system updates are complete. By adding each facility and equipment to the system, the Property Maintenance department will have the capability to track work orders, develop reports that capture manpower, consumables usage, and equipment usage by work order. This will provide better analytical data to determine where more efficiencies could exist.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

The Sweeper Crew is sweeping through neighborhoods in all 4 quadrants collecting fallen leaves. Crew members are continuing to assist the Sanitation Department with their tree pile list. The Street Department and Storm Sewer Department completed the Fall Citywide Cleanup Event the week of September 30th. Furthermore, there will be six employees attending Road Grader Training and eight employees attending Winter Maintenance Training during the month of October in preparation for the 2024/2025 snow season.

The Street Department's Patch Crew is assisting with Water Department's water break patches. They are also adjusting manholes prior to the winter season to ensure operators do not come in contact with them with snow removal equipment during a snow event. The department currently has one Light Equipment Operator position vacancy.

The Grass Crew, which has dwindled due to summertime positions coming to an end are continuing to maintain City owned lots and Green Spaces. Tree removal maintenance has also been made a priority due to early October's windstorm.

The Storm Sewer Crew will be conducting a full stop log closure exercise on 16th St SW near the Water Treatment Plant on 9 October. The concrete sill was replaced earlier this summer driving the need for an inspection and exercise. The inspection will ensure that this flood protection section is functioning properly prior to the winter season.

TRANSIT DEPARTMENT:

The Transit Transfer Center's construction is substantially complete with only a few punch list items left. We began operating from the new location on September 23rd, 2024. The official ribbon cutting for the new center occurred on 7 October. The new ITS system to replace our current RouteMatch system is in development and should be live by February 1, 2025. This will include hardware installation in December 2024 and on-site training in January 2025 just prior to going live. September's ridership is up ~7% with a total ridership of 8,679. We also provided 1200 rides to visitors using our Transit system to attend the 2024 Norsk Hostfest. Staff is currently focusing on the procurement of a new Heavy-Duty Transit bus that was approved in the 2024 budget from the Washington State Cooperative Purchasing Agreement. The new bus will help increase the mission capability of the current Transit fleet which is currently utilizing aging fleet busses for its day-to-day operations.

FLEET DEPARTMENT (CT SHOP):

The Fleet Department's auction of 14 City owned vehicles and equipment successfully generated \$98,725 with all vehicle meeting or exceeding the set reserves. The auction ran from 18 September through 25 September receiving 11,408 views with 39 bidders.

On the maintenance side, throughout the month of September, the 10-person staff completed 162 work orders (Parts and Labor Costs: \$152,853.00). Of which 65 (40%) were unscheduled maintenance repairs to ensure the aging fleet continues to accomplish the necessary tasks contributing to each City department's successful utilization of their required equipment. Additionally, the staff completed 97 (60%) preventative maintenance work orders to add to the service life expectancy of both the City's equipment and vehicle fleet. Work order turnaround time composition was as follows:

- 52% of Work Orders Completed within 24 hours
- 65% of Work Orders Completed within 72 hours

**City Assessor
Ryan Kamrowski**

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

	September			Year to Date 2024		
	Sales	Median	Average	Sales	Median	Average
Residential	51	\$ 245,000	\$ 242,963	596	\$ 253,750	\$ 271,070
Residential Vacant Land	2	\$ 33,250	\$ 33,250	58	\$ 35,000	\$ 38,468
Commercial	5	\$ 250,000	\$ 1,461,300	41	\$ 547,500	\$ 1,167,941
Commercial Vacant Land	0	\$ 0	\$ 0	1	\$ 782,781	\$ 782,781

**Community Development Department
Director, Brian Billingsley**

INSPECTIONS DIVISION:

September 2024 Permit Information (September 2023):

- Total Permits Issued: 248 (191)
- Single-Family Homes: 9 (2)
- Multi-Family Permits (Units): 4 (4)
- New Residential Permit: \$2,137,138 (\$852,000)
- Residential Remodels: \$588,833 (\$1,155,200)
- New Commercial: \$3,279,095 (\$765,000)
- Commercial Remodels: \$5,391,400 (\$460,000)
- Valuations of all Permits: \$11,396,466 (\$3,232,200)

Notable Building Permits:

- The Tracks – Maverick Building Finish – 2330 37th Ave. SW – \$4,500,000
- MSU Midwest Montessori Daycare Center & Preschool – 812 8th St. NW – \$960,000
- Optometrist Office Tenant Improvements – 1515 24th Ave. SW – \$320,000
- Minot Park District – Multiple Buildings – 1219 E. Burdick – \$2,117,362

Personnel Update:

The Commercial Building Inspector position is still vacant. Interviews are currently taking place and a decision should be made in the near future.

The Commercial Plans Examiner position has been posted. It is set to close October 31st. Interviews will take place the follow week.

PLANNING DIVISION:

Planning Commission:

The Planning Commission held a meeting on September 4th. They recommended approval of all cases.

Development Review Team Meetings:

The Minot Development Review Team (DRT) held three (3) DRT meetings during the month of July:

- Dollar General – 7210 Highway 2 E
- Monarch Industrial Shop – Two-Mile Jurisdiction
- Keller Paving Storage Building – 1820 Hwy. 2 Bypass E.

Outdoor Dining Permits:

None.

Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director attended a Strategic Plan meeting.
- Director attended the N.D. Planning Association Conference in Grand Forks and gave a presentation on the Minot Housing Study.
- Director and staff held a follow-up meeting with Popeye's to address the zoning violations.
- Director gave an economic development presentation to a business owners association.

ECONOMIC DEVELOPMENT DIVISION:

Façade Improvement Program:

We did not receive any new applications during the month of September. We received a request for a minor amendment to one application (FI-11 – 23 2nd Ave. SE). That request will be heard at the October 24, 2024 Ren. Zone Review Board meeting.

Renaissance Zone Program:

The Renaissance Zone Review did not have a meeting in September. We received one application for Ebeenezzer's building, which will be heard at the October meeting.

**NDR Program Manager
Chris Plank**

Parkview Mobile Home Park

Property is in the eminent domain process. The city is responding to the response from the owners of the park. John Warcup is preparing the brief in response.

- 45 Residents have been contacted
- 34 Notice of Eligibility have been established
- 4 waiting for response from residents
- 17 residents have been relocated

Seeing an alternative valuation waiver to establish a value on mobile homes owned by residents. Currently unable to find an appraiser in the state who will do appraisals on mobile homes. Reaching out to local dealers for evaluation of the structure in addition to using a blue book value.

A public notice will air on local radio stations. The purpose is to locate the approximately 70 current or former resident of the park on/after January 9, 2024 who may be entitled to Uniform Relocation Assistance.

Broadway Circle

Construction is finishing on Building B. A punch list of items will be created the week of 10-21-24. The elevator in Building C has been installed. Wilscott storage containers are being removed from the west parking lot.

Some outstanding work items include:

- There are two entrances on 19th avenue that were not up to ADA compliance codes. Plans were submitted to correct the issue. Will take approximately a week to repour the entrances.
- Work continues on the playground and a discussion was held regarding having a clean wood mulch used instead of grass below the equipment.
- Landscaping and sidewalk work will begin the week of 10-21-24. This work will prevent water from pooling in the crawlspace. Looking into a solution to prevent water from pooling and freezing on the sidewalks.
- Quotes are being gathered to replace the entrance doors to The Lord's Cupboard.

HUD ADA Monitor

Members from the Department of Housing and Urban Development were in Minot to conduct an ADA accessible monitor. Staff toured NDR funded projects to ensure proper compliance with ADA standards were met. Follow up interviews with city staff will be conducted at a later time.

HUD NDR Monitor

The City of Minot's HUD field rep will be in town October 27-30, 2024 to conduct a review of the NDR projects. They will be reviewing one acquisition, one planning and one new construction project. Staff is gathering information for the review.

Acquisitions

Work continues on relocating the Parkview residents.

Awaiting Council direction on the Maple Diversion project.

- Appraisers are lined up for this project.
- Offers will be based on "market" value and not appraised value. Two independent appraisers will come together on a price.
- Staff will also work with property owners in locating comparable properties.

Compliance

Quarterly reviews are being completed for projects who have an affordability period ensuring the proper requirements for meeting LMI housing are met.

**Minot Public Library Director,
Zhaina Moya**

MINOT PUBLIC LIBRARY

Director's Report



Building & Grounds

The City Manager is talking with Ryan Ackerman with Ackerrman Estevold to determine next steps for the project



Personnel

- The children's library has welcomed Kristina Payne back as a part-time library assistant



2025 Budget

- The 2025 Budget was approved at the October 7th Regular City Council Meeting
- The Library Board will finalize the allocation of the approved budget at their October 17th Meeting



Meetings & Events

Moya attended the following meetings throughout the month:

- 9/16- City Council Meeting
- 9/19- Library Board Meeting
- 10/1 Department Head Meeting
- 10/2- Special City Council Meeting
- 10/3 & 10/4- NDLA Annual conference in Bismarck
- 10/7- City Council Meeting



Behavior Concerns

- 10/1- Staff came into work to find a partially filled liquor bottle in the parking lot. Staff were concerned about the legality of bringing liquor into the building to dispose of it. Moya gave staff permission to bring the bottle in and dispose of it in the library staff lounge.

**Public Works
Utilities Director, Jason Sorenson**

PUBLIC WORKS ADMIN:

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

Water Treatment Department:

- CO2 supply back to normal; pH stabilization chemical supply negotiations ongoing with HDR design engineers, City of Bismarck, City of Jamestown, and City of Minot
- Biota staff hired/appointed YTD: 4-WPO1 hired; Foreman appointed from Minot crew; 2 Leads appointed from Minot Crew; 1 Instrument Tech appointed from Minot crew
- Vacancies
 - Biota: 1 Lead Operator; 7 WPO1
 - Minot: 3 WPO
- NAWS raw water pipe leak on October 3rd- NAWS hired contractor for repair, repair work began October 3.
- Minot water plant HVAC: one compressor has been replaced, 2 more possibly needing replacement. Engineering firms and contractors met October 3rd for discussion of mechanical and control issues. More research is needed with equipment suppliers. HA Thompson and Sons will follow up with equipment suppliers.

Monthly Water Report For September 2024

River Water Treated	0 gallons
Well Water Treated	241,709,000 gallons
Recycle Water	8,101,000 gallons
Facility Water	7,382,000 gallons
Total Water Treated	257,192,000 gallons
Pumped to City	95,903,000 gallons
Pumped to NAWS	144,015,000 gallons
Pumped Total	239,918,000 gallons

AMMONIUM SULFATE	7,571 pounds
CARBON DIOXIDE	144,010 pounds
CHLORINE	25,692 pounds
COAGULANT	20,773 gallons
FLOURIDE	8,051 gallons
LIME RECEIVED	1,042,845 pounds
PHOSPHATE	6,490 pounds

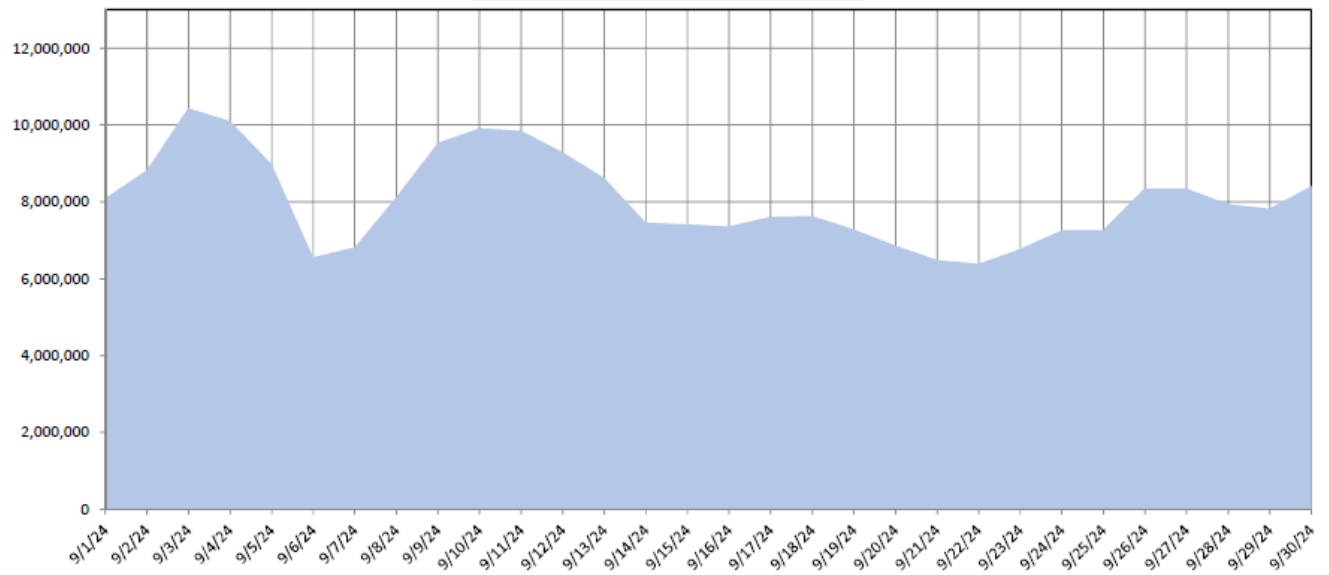
Waste Sludge	198 loads
	2140.40 tons

Bacteria Samples Taken 50 total

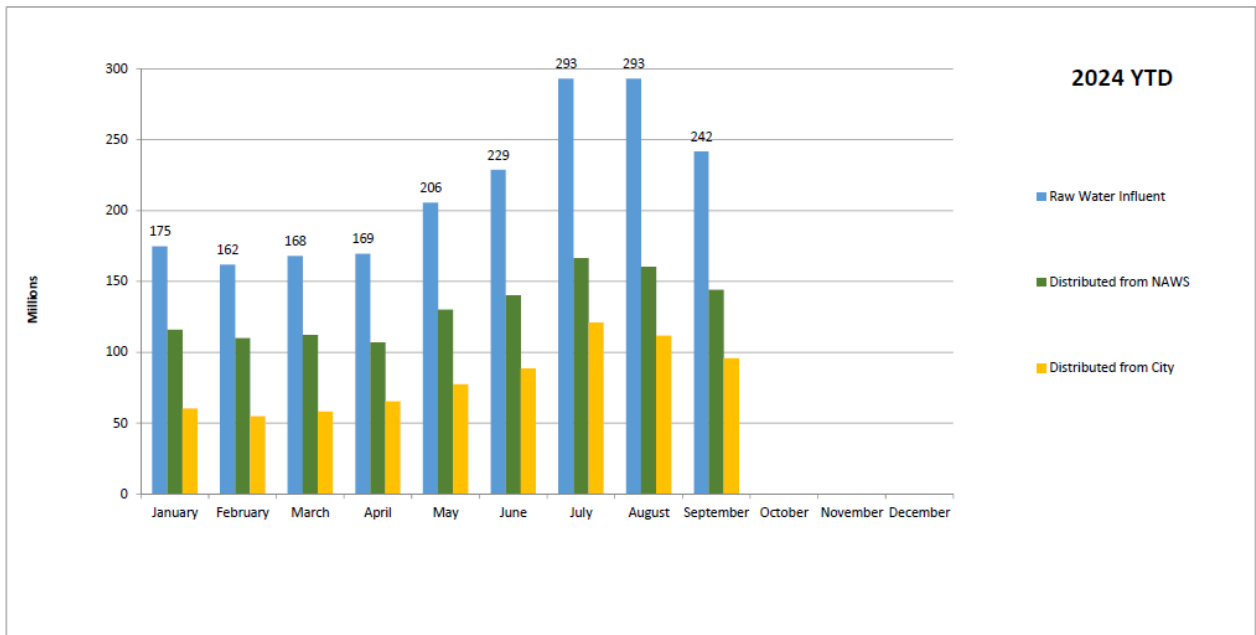
Finish Water Turbidty 0.125 NTU

WELL FIELD INFORMATION			
WELL #	Hours Run	Gallons per Minute	Gallons Pumped
5	343.4	950	19,574,000
6	720.0	371	16,027,000
8	720.0	220	9,504,000
11	720.0	295	12,744,000
12A&12B	441.8	184	4,877,000
13	0.0		0
14	646.3	840	32,574,000
15	0.0		0
16	456.2	220	6,022,000
A	720.0	387	16,718,000
B	720.0	387	16,718,000
C	618.3	1620	60,099,000
D	346.3	1550	32,206,000
E	345.6	373	7,735,000
F	0.0		0
			234,798,000

September 2024 Influent Raw Water



Minot Water Plant
2024 Water Use



Water & Sewer Department:

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

TASK	OBJECTIVE	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	TOTALS
Meetings		14	21	23	23	24	24	25	27	21				202
Service Calls	6,750	597	694	658	844	608	574	652	507	530				5,664
Inspections	150					22								22
After hours Calls (Foremen)		30	7	17	12	14	10	5	11	13				119
Lab Tests	6,500	101	100	125	400	501	700	770	800	800				4,297
Meters														
Install New Meters	100	6	9	5	6	16	12	12	15	8				89
Meter Changes	100	28	16	36	14	13	17	21	5	21				171
Delinquent Water Accounts		206	99	173	189	94	75	140	80	94				1,150
MXU Installations	100	17	13	8	14	19	10	15	16	13				125
Locates: water/sewer/storm	4,000	111	74	107	900	501	801	940	971	760				5,165
Hydrants														
Hydrant Inspections	1,150	0	0	0	0	120	78	222	185	105				710
Flow Hydrants(for sewer lines)		50	78	87	88	76	105	88	70	78				720
Install Hydrants	15	0	0	0	0	0	1	1	2	1				5
Hydrant Repair	180	4	2	3	6	4	3	6	6	12				46
Hydrant Flow Testing		0	0	0	1	3	1	1	1	0				7
Hydrant Meter Set		0	0	0	17	7	0	8	4	0				36
Hydrants Painted		0	0	0	0	15	25	0	0	0				40
Water														
Curb Stop Maintenance	40	5	5	6	10	5	10	12	12	9				74
Curb Box (riser repair)	100	4	6	8	123	10	18	22	18	11				220
GV exercising/inspections	2,000	0	10	65	45	48	41	23	35	32				299
Gate Valve Maintenance	24	0	1	0	3	3	2	3	4	2				18
Gate Valve (riser repair)	50	0	1	6	8	7	5	4	5	2				38
Gate Valves ON/OFF		10	23	19	46	16	41	47	72	44				318
Repair Water Main Breaks	40	3	2	2	1	0	3	3	2	2				18
Service Taps		0	0	0	0	2	2	1	0	2				7
Service Leaks		1	0	3	3	1	0	1	0	0				9
Hydrastopping	1	0	0	0	0	0	0	0	0	0				0
Haul Clay/dirt/gravel/snow	Days	0	0	6	5	2	1	2	0	2				18
PRV Maintenance	5	0	0	0	0	0	0	0	0	0				0
Install Insta-Valve	1	0	0	0	0	0	0	0	0	0				0
Sewer														
Televising (feet)	60,500	200	100	150	1,668	300	435	3,225	4,829	3,290				14,197
Clean Sanitary Sewer (feet)	140,000	4,367	4,990	4,457	5,959	5,856	17,550	12,598	11,843	2,428				70,048
Check/Flush Manholes	5,000	236	424	557	582	705	596	653	457	215				4,425
Inspect Sewer Lift Stations	2,080	612	609	617	615	620	622	620	620	625				5,560
Sewer Calls		5	2	0	2	5	3	4	5	5				31
Manhole Repair	50	3	1	0	1	1	2	1	1	0				10
Repair Sewers (feet)	30	0	0	0	0	0	0	0	0	0				0
Mowing/Snow Removal Hours	6,000	8	10	8	0	87	172	180	189	160				814

Landfill/Sanitation/Recycling:

Landfill staff has been busy working on the final closure of MSW Cell 4, and assisting with various vehicle maintenance projects on the Automated Side Load garbage trucks.

We have been diligently working on getting the Waste and Recycling reminders functioning, the tests appear to be going well. This has been made available to the public, visit the home page on the myMinot App or our website to sign up. Residents are able to receive reminders, see their collection schedule, and utilize the Waste Wizard function. City of Minot Sanitation customers are encouraged to sign up, this service will also enable us to send specified service alerts if necessary.

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

Single Stream Recycling – 89.14 Tons

MSW – 6,953.1 Tons

MSW City Collection – 1,072.61 Tons

Inert – 2,181.52 Tons

Lime – 2,124.40 Tons

Trees – 418.95 Tons

Trees Given Away for Firewood – 10.62 Tons

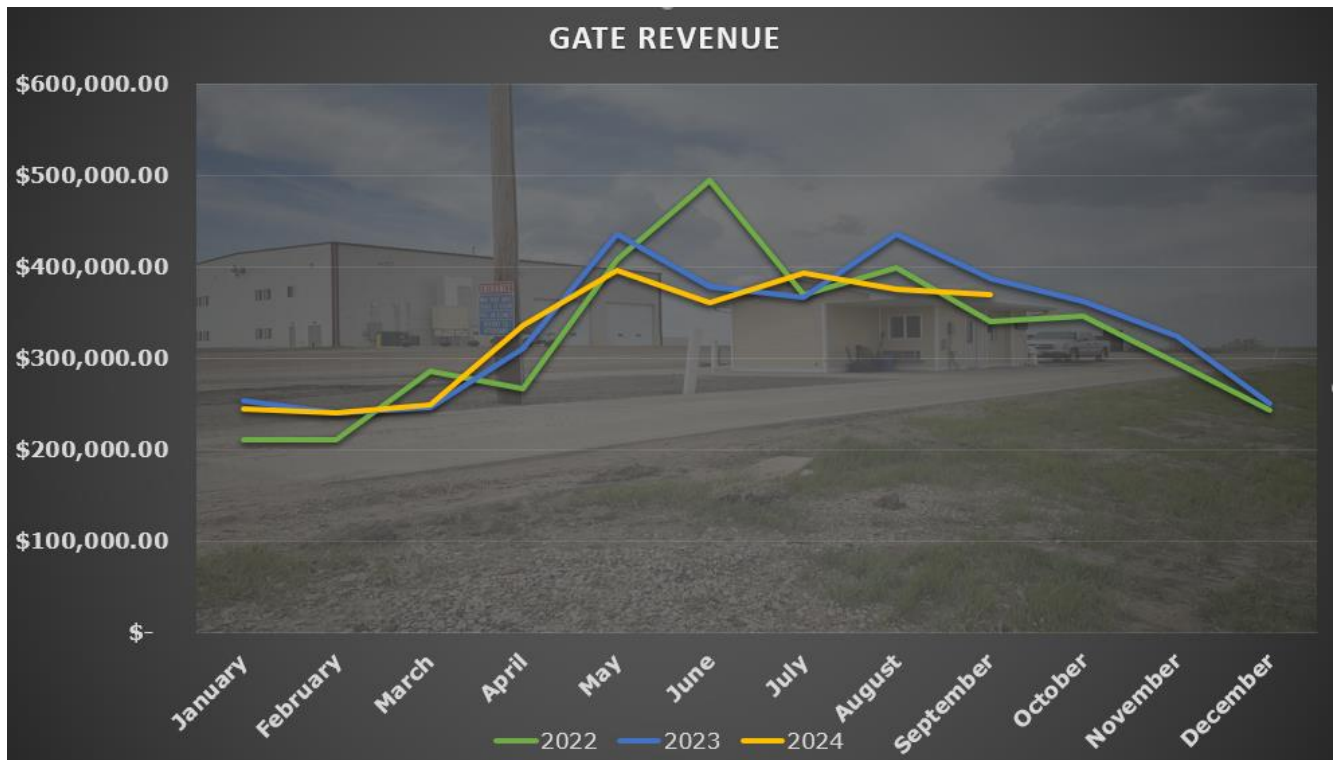
Recycled oil for use in Asphalt Plants – 1,500 Gallons

Total number of landfill tickets generated – 5,345 Tickets

September gate collections were \$369,545.18 compared to \$387,127.58 in 2023.

Year to date gate collections at the landfill is \$2,965,666.54 compared to \$3,054,479.53 from last year at this time.

There was a total of 84 roll-off tanks hauled from the ten compost sites.



SPRING/FALL CLEANUP WEEK STATISTICS				
	Spring 2023	Fall 2023	Spring 2024	Fall 2024
Curbside Cleanup Collected (Tons)	574.46	310.70	562.04	384.24
Appliances Collected	386	177	269	336
Tires Collected	668	378	832	656
Propane Tanks Collected	2	0	1	5
Landfill Water Bill Customers	149	149	249	222
Landfill Water Bill Tons Received	30.09	47.77	75.80	49.21

MACEDC Board Meeting Attendance - 2024

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

EXECUTIVE COMMITTEE

Cassidy Hjelmstad, Chair	X	X	A n n u a l M e e t i n g	X	A	X	X	X	X	X			
Ryan Ackerman, Chair-Elect	X	X		X	X	X	X	X	A	X			
Missy Feist-Erickson, Treasurer	X	X		X	X	X	X	A	A	X			
Kevin Black, Past Chair	X	X		X	X	X	A	X	X	X			
Brekka Kramer, President CEO & Corp Secretary	X	X		X	X	X	X	X	X	X			

ADDITIONAL VOTING MEMBERS

Beth Feldner	X	X	A n n u a l M e e t i n g	X	A	A	X	A	X	X			
Peter Hankla	X	X		X	X	X	A	X	X	X			
Jonn Knecht	X	X		A	A	X	X	X	X	X			
John Kutch	A	X		X	X	A	A	A	X	A			
Brent Lohnes							X	A	X	X			
Jarid Lundeen									X	X			
Jason Olson	X	X		X	X	X	X	X	A	X			
Mayor Tom Ross	X	X		X	X	A	A	A	X	X			
Dr. Steven Shirley	X	X		X	X	X	X	X	X	X			
Jason Zimmerman	X	X		X	X	A	X	A	X	X			

X = Present A = Not Present

**Minot Area Chamber EDC Board of Directors
Wednesday, October 9, 2024 @ 7:30 a.m. | Minot Area Chamber EDC
AGENDA**

Call to Order

1. Board Minutes (All Directors)
 - a. Approve September 11 Regular Board Meeting Minutes
2. Treasurer's Report
 - a. Approve September Financials
3. Chairperson's Report
 - a. United States Chamber of Commerce Accreditation
 - b. 3rd Quarter 2024 Business Retention & Expansion Program Report
 - c. Landscaping – Tree Removal
 - d. November Board Meeting
4. Strategic Plan Key Pillar Report
 - a. Economic Development
 - b. Community Development
 - c. Workforce Development
 - d. Member Investor
 - e. Military Support
5. President's Report
 - a. Programming Community Outreach Monthly Activity Report
 - b. Upcoming Events, Meetings, and Presentations
6. Other Business

Adjourn Meeting

Next Meeting: Wednesday, November 13, 7:30 a.m.

**Minot Area Chamber EDC
Regular Board Meeting Minutes
Wednesday, September 11, 2024
Minot Area Chamber EDC Office**

Call to order

Chair Cassidy Hjelmstad called the meeting of the MACEDC Board of Directors to order at 7:28 a.m.

Attendance

PRESENT BOARD MEMBERS AND STAFF: Cassidy Hjelmstad, Ryan Ackerman, Missy Feist-Erickson, Kevin Black, Beth Feldner (Teams), Brent Lohnes, Peter Hankla, Jonn Knecht, Jarid Lundeen, Jason Olson, Mayor Tom Ross, Dr. Steven Shirley, Jason Zimmerman, Brekka Kramer, and Jaime Hauge.

ABSENT: John Kutch.

OTHERS PRESENT: Bradley Yoder.

1. Presentation of the 2023 MACEDC Audit – Brady Martz & Associates

Bradley Yoder, CPA, presented the 2023 MACEDC draft audit to the MACEDC Board of Directors. Mr. Lohnes suggested one correction to page 16.

Mr. Ackerman made a motion to approve the 2023 MACEDC draft audit as presented with Mr. Lohnes' correction to page 16; Mr. Lundeen seconded the motion which carried unanimously.

2. Board Minutes (All Directors)

Minutes were provided in the MACEDC Board of Director's packet sent out prior to the monthly meeting. Mr. Knecht made a motion to approve the August 14 board meeting minutes; Mr. Zimmerman seconded the motion which carried unanimously.

3. Treasurer's Report

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

4. Chairperson's Report

a. MACEDC Office Renovation: Chair Hjelmstad shared that MACEDC staff had reached out to all member investor architecture firms to bid on the office renovation. MACEDC staff reviewed proposals from and met with the two firms that responded. Ackerman-Estvold provided the lowest bid and MACEDC staff recommends moving forward with them. Mr. Black made a motion to adopt the staff recommendation; Mr. Lundeen seconded the motion which carried unanimously with one abstention from Mr. Ackerman.

b. Logistics Park of North Dakota City of Minot BIA: Chair Hjelmstad stated that the LPND City of Minot Business Incentive Agreement is audited each year and the audit was included in the packet. All BIA deliverables have been satisfied.

5. Strategic Plan Key Pillar Report

a. Economic Development – Ryan Ackerman: Mr. Ackerman shared updates on the Logistics Park, which included an energy and agriculture company prospect meeting. Ms. Kramer stated that the intermodal facility will hit a big milestone in October seeing the 100th train come through.

b. Community Development – Kevin Black: None.

c. Workforce Development – Dr. Steven Shirley: Dr. Shirley shared that the Minot Area Workforce Summit will take place on October 1 with a great lineup of speakers. He shared that Minot State University is working with a local developer on a daycare and preschool.

d. Member Investor – Cassidy Hjelmstad: Chair Hjelmstad stated that the Business After Hours at the new Minot State University Hartnett Hall was a great event with a good turnout.

e. Military Support – Peter Hankla: Mr. Hankla provided military updates including the East West Leadership Minot Air Force Base tour, an Air Force Global Strike Command Civic Leader call with Gen. Thomas Bussiere, the Fall Senior Leader Conference, the Air Force Association Air, Space and Cyber Conference, the upcoming Washington D.C. 13th Annual Nuclear Triad Symposium, and several other events and meetings.

5. President's Report

The president's report and programming community outreach monthly activity report were included in the packet.

6. Other Business

None.

Mr. Knecht made a motion to adjourn the meeting; Mr. Lundeen seconded the motion which carried unanimously. Cassidy Hjelmstad adjourned the meeting at 8:24 am.

Minutes submitted by: Jaime Hauge, Executive Assistant

MEMO

TO: Minot Area Chamber EDC Board of Directors
FROM: Brekka Kramer, President | CEO
DATE: October 10, 2024
SUBJECT: United States Chamber of Commerce Accreditation

Background

The Minot Area Chamber EDC U.S. Chamber of Commerce Accreditation is expiring in 2025. The accreditation is good for five years.

Who is Accredited

There are over 900 chambers that have participated in the program since 1964. Currently, 190 chambers carry this distinction. With approximately 7,000 chambers in the United State, accreditation with the U.S. Chamber of Commerce is a prestigious honor that distinguishes the high quality, expertise, and strong leadership displayed by accredited state and local chambers of commerce.

In North Dakota, The Chamber Grand Forks, East Grand Forks (five stars) and Minot Area Chamber EDC (three stars) are accredited.

Why become Accredited

By earning accreditation from the U.S. Chamber of Commerce, a chamber shows its dedication to:

- Reviewing, improving, and promoting strong business practices
- Recognizing leadership and outstanding contributions to the community
- Supporting the principles of free enterprise and promoting pro-growth policies at federal, state, and local levels
- Establishing best practices and staying in-step with industry changes.

Benefits of becoming accredited:

- Enhances leadership development
- Provides a measuring stick with which to evaluate the quality of the organization
- Provides better direction for the board and staff
- Helps develop a realistic program of work
- Develops pride in the organization
- Helps with membership development
- Brings prestige, respect, and recognition

Cost

Investment of \$699 for U.S. Chamber members.

Timeline

Recommended to start the application process at least six months prior to submission. Typically chambers spend between six and nine months completing the application process. From the date of submission, it takes approximately two months to process the application.

2025 Dates

- March 31, 2025 (renewal/accreditation would be completed in June 2025)
- August 31, 2025 (renewal/accreditation would be completed in November 2025)
- December 31, 2025 (renewal/accreditation would be completed in March 2026)

Sections

- 1 – Governance
- 2 – Finance
- 3 – Human Resources
- 4 – Government Affairs
- 5 – Program Development
- 6 – Technology
- 7 – Communications
- 8 – Facilities
- 9 – Benchmarking

Recommendation

Minot Area Chamber EDC is seeking board review and approval to start the accreditation process and target August 31, 2025, for submitting our application. The accreditation process will allow for an internal organizational review and ensure best practices are in place.

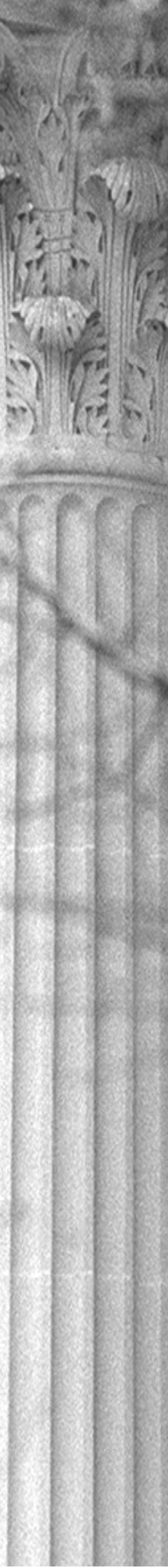
Internal timelines

- October 2024 team review of governance section
- November 2024 board review of governance section, team review of finance section
- January 2025 board review of finance section, team review of human resources section
- February 2025 board review of human resources section, team review of government affairs
- March 2025 board review of government affairs, team review of program development
- April 2025 board review of program development, team review of technology
- May 2025 board review of technology, team review of communications
- June 2025 board review of communications, team review of facilities
- July 2025 board review of facilities, team review of benchmarking
- August 2025 board review of benchmarking, submittal of final application

Resources

Local Chamber Accreditation Application [Local Chamber Accreditation Application | U.S. Chamber of Commerce \(uschamber.com\)](https://www.uschamber.com/local-chamber-accreditation-application)

Accreditation Best Practice Examples [Accreditation Best Practice Examples | U.S. Chamber of Commerce \(uschamber.com\)](https://www.uschamber.com/accreditation-best-practice-examples)



UNITED STATES CHAMBER OF COMMERCE

ACCREDITATION

2024 Accreditation Application for Local Chambers

Section 1: Governance

1. Governance

Standard

An Accredited chamber defines the architecture of its governing system. There is a clearly developed purpose and mission statement that is shared by board members and staff alike. The organizational structure is defined and the board of directors and staff are clear about their roles and responsibilities.

Minimum Qualifications

- Articles of incorporation or charter
- Mission statement: clear and feasible
- Bylaws:
 - Regulate the fundamental areas of chamber structure and operation
 - Are adequate for the laws of the state and the protection of both the organization and its members
 - Have been shared with the board
 - Have been reviewed by legal counsel
- Organizational structure
 - Organizational chart(s) are clear and appropriate to the chamber's size, structure, and goals
 - Organizational chart(s) depict proper flow of information, hierarchy, and subsidiaries.
 - Each component of the organizational structure is assigned to staff
- Functional board of directors: term limits and job descriptions in place
- Board meetings: held on a regular basis and minutes retained
- Review process exists to evaluate performance of officers and directors
- Proper committee descriptions and structure in place

Required Attachment Checklist

- | | | |
|--------------------------|-------|---|
| ☐ | A 1.1 | Current articles of incorporation or charter |
| ☐ | A 1.2 | Bylaws |
| ☐ | A 1.3 | Organizational chart(s) with staff assignments |
| ☐ | A 1.4 | Sample job description for the board of directors |
| ☐ | A 1.5 | Minutes for the three most recent board meetings |
| ☐ | A 1.6 | Board evaluation form or board evaluation criteria |
| ☐ | A 1.7 | List of chamber committees and a description of their purpose |

Additional Material Attachment Checklist

- | | | |
|--------------------------|-------|---|
| ☐ | A 1.8 | Orientation program for the board of directors |
| ☐ | A 1.9 | Committee support materials or orientation material |

Section 1: Governance Minimum Requirements

A. Articles of Incorporation or Charter

1. In which government jurisdiction is the chamber's incorporation or charter filed? _____

☐ **A 1.1 Attach a copy of the current articles of incorporation or charter.**

Attachment : _____

B. Mission

1. Provide the chamber's mission statement.

2. Does it clearly state what the chamber is, what it does, for whom, and where? ☐ Yes ☐ No

3. How often is the mission statement reviewed by the board or other governing body?

Click the arrow to the right to respond.

C. Bylaws

1. Do the bylaws mention the following?

- | | |
|---|--|
| a. Limitation of methods (e.g., do the bylaws follow laws of the state to protect the chamber and its members?) | ☐ Yes ☐ No |
| b. Board term limits and attendance policies | ☐ Yes ☐ No |
| c. Quorums required for board, executive committee, committees, and membership meetings.) | ☐ Yes ☐ No |
| d. Method of board member or officer removal | ☐ Yes ☐ No |
| e. Election of directors or officers, including procedures to elect and timing | ☐ Yes ☐ No |
| f. Officer duties | ☐ Yes ☐ No |
| g. Indemnification ⁱ of officers and directors | ☐ Yes ☐ No |
| h. Membership qualifications criteria and membership categories | ☐ Yes ☐ No |
| i. Dues, resignations, delinquent accounts, and expulsions | ☐ Yes ☐ No |
| j. Fiscal year | ☐ Yes ☐ No |
| k. Auditing procedures and audit requirements | ☐ Yes ☐ No |
| l. Bonding requirements ⁱⁱ | ☐ Yes ☐ No |
| m. Parliamentary procedures or rules of order | ☐ Yes ☐ No |
| n. Dissolution clause ⁱⁱⁱ | ☐ Yes ☐ No |
| o. Procedures for amendments | ☐ Yes ☐ No |

2. Has each board member received a copy of the bylaws? ☐ Yes ☐ No

3. Has legal counsel reviewed the bylaws in the last five years? ☐ Yes ☐ No

☐ **A 1.2 Attach a copy of the bylaws.**

Attachment : _____

D. Organization Structure

1. Does the chamber have a chart that depicts the organization's governance structure? ☐ Yes ☐ No
2. Does the organization chart have definitions of leadership, names of individuals, lines of authority, and responsibility? ☐ Yes ☐ No
3. Is a chamber staff member assigned to each component of the organization structure? ☐ Yes ☐ No

☐ **A 1.3 Attach a copy of the [organization chart](#)^{iv} with staff assignments.**

Attachment : _____

E. Officers and Board of Directors

1. How many officers serve on the board?

- - - Select - - -
2. How many directors serve on the board?

- - - Select - - -
3. Are term limits for directors in place? ☐ Yes ☐ No
4. What are the term lengths and limits of the directors? _____
5. Are there detailed job descriptions (other than bylaws) outlining responsibilities and authority of the elected officers and directors? ☐ Yes ☐ No

☐ **A 1.4 Attach a copy of a job description for the board of directors.**

Attachment : _____

6. Are board minutes recorded and distributed to officers and directors on a timely basis? ☐ Yes ☐ No

☐ **A 1.5 Attach the minutes from each of the three most recent board meetings.**

Attachment : _____

7. Is there a documented (written) process in place to evaluate the performance of officers and directors? ☐ Yes ☐ No

☐ **A 1.6 Attach a copy of the [form or criteria](#) used to evaluate the performance of officers or directors.^v**

Attachment : _____

F. Committees

1. Are there job descriptions for committees showing purposes, goals, authority, accountability, and reporting procedures? ☐ Yes ☐ No

☐ **A 1.7 Attach a list of the committees serving the chamber and their purposes.**

Attachment : _____

Section 1: Governance Additional Criteria

A. Vision and Values

1. Provide the following if applicable:

a. The chamber's [vision statement](#)^{vi}

b. The chamber's [values statement](#)^{vii}

2. How often are the vision and values statements reviewed by the board or other governing body?

Click the arrow to the right to respond.

B. Officers and Board of Directors

1. Is the board representative of the business community? ☐ Yes ☐ No
2. Is there an annual board and leadership orientation program? ☐ Yes ☐ No

☐ **A 1.8 Attach a copy of the orientation program for the board of directors.** **Attachment :** _____

3. Are board members trained to consistently and clearly act as advocates of the chamber and to speak for the chamber in the public arena? ☐ Yes ☐ No
4. Are board members recruited according to specific needs? ☐ Yes ☐ No

5. How are board members recruited? (Check all that apply)

☐ Email or mail invitations ☐ Personal invitations

☐ Leadership training opportunities ☐ Website

☐ New member orientation ☐ Other _____

6. Are background checks performed for prospective board members? ☐ Yes ☐ No
7. Are references checked for prospective board members? ☐ Yes ☐ No
8. Is there an interview process for prospective board members? ☐ Yes ☐ No
9. Are there contractual agreements with board members? ☐ Yes ☐ No
10. Is there a process for the dismissal of an ineffective board member? ☐ Yes ☐ No

Essay Question #1

Within the past two years, what innovative ideas have board members contributed that resulted in positive change for the chamber, its members, or the community served? How does the board and its structure allow for the implementation of these ideas? In a couple of paragraphs, please use the space below to describe one to three noteworthy examples.

☐ If the essay already exists in a file, you can attach the file in the space provided and check the box to the left.

Attachment : _____

Essay Question #2

How are volunteers recognized and rewarded? Please use the space below to list and describe three ideas that the chamber uses to reward these volunteers.

☐ If the essay already exists in a file, you can attach the file in the space provided and check the box to the left.

Attachment : _____

C. Committees

1. Is there a method to select committee chairpersons, vice chairs, and members? ☐ Yes ☐ No
2. Is there an orientation program for committee chairs? ☐ Yes ☐ No
3. Is there an orientation program for committee members? ☐ Yes ☐ No

☐ **A 1.9 Attach a copy of the committee support materials or committee orientation program only if the documents are significantly different from board orientation.**

Attachment : _____

4. Are minutes of all committee meetings maintained? ☐ Yes ☐ No
5. How often does the chamber evaluate committee performance?

- - - Select - - -

6. How does the chamber evaluate committee performance?

7. Do committees have the option to conduct their work electronically on cloud-based or shared electronic files, etc.? ☐ Yes ☐ No
8. Have any committees been disbanded in the last three years? ☐ Yes ☐ No
9. Describe the process used to determine committee dissolution.

D. Affiliates

This section relates to [affiliates](#)^{viii}. If the chamber does not have affiliates, you may skip this section.

The term “affiliate” describes a purposeful, relatively formal relationship between the chamber and other entities performing a wide variety of functions.

The following are examples:

- Convention and visitors bureaus
- Downtown development associations
- Group benefit trusts
- Industrial development foundations
- Manufacturers' councils
- Private economic development councils
- Purchasing agents associations
- Research groups
- Retail promotion groups

1. Does the chamber have affiliates? ☐ Yes ☐ No

If yes, answer the following:

- a. Does the affiliate staff answer to chamber staff leadership? ☐ Yes ☐ No
- b. Are affiliates included in all financial audits conducted by the chamber? ☐ Yes ☐ No
- c. Is the chamber board of directors the ultimate authority for decision making regarding the affiliates? ☐ Yes ☐ No

Supplementary Information

Applicants can use this page to enter or attach supplementary information not required by the application.

Please note that the U.S. Chamber of Commerce will review the material, but does not score supplementary information either as a part of the application process or as a basis for designating the chamber as Accredited, Accredited with 3 Stars, Accredited with 4 Stars, or Accredited with 5 Stars.

Supplementary information may be awarded up to five discretionary points as deemed by the Accreditation consultant for exceptional policies or best practices.

Comments can be entered in the space below.

Additional documents can be attached here : _____

ⁱ **Indemnification:** The Accrediting Board requires the indemnification of officers and directors be stated in the bylaws. Indemnification is a financial protection provided by a chamber to its directors, officers, and employees against expenses and liabilities incurred by them in lawsuits alleging that they breached some duty in their service on behalf of the chamber. For sample bylaws including an indemnification clause, refer to the best practices Web page at http://www.uschamber.com/chambers/accreditation/best_practices.htm [Return to Page 11](#)

ⁱⁱ **Bonding requirements:** The Accrediting board recommends that the chamber have bonding requirements to further protect the chamber from financial crimes. Employee and/or board dishonesty insurance may substitute for bonding requirements, but it is at the discretion of the Accrediting board as to whether the policy meets this requirement. [Return to Page 11](#)

ⁱⁱⁱ **Dissolution clause:** The Accrediting Board requires that a dissolution clause be included in the bylaws. A dissolution clause makes provisions as to what should happen if the chamber is dissolved. For sample bylaws including a dissolution clause, refer to the best practices Web page at http://www.uschamber.com/chambers/accreditation/best_practices.htm [Return to Page 11](#)

^{iv} **Organization chart:** An organization chart is a chart which depicts the chamber's governance structure. The organization chart should have definitions of leadership, names of staff, lines of authority, and a listing of staff responsibilities. For sample organization charts, refer to the best practices Web page at http://www.uschamber.com/chambers/accreditation/best_practices.htm [Return to Page 12](#)

^v **Board evaluation form or criteria:** The Accrediting Board requires the applicant to develop written criteria or evaluation forms that are used to evaluate the board of directors. For sample board evaluation materials, refer to the best practices Web page at http://www.uschamber.com/chambers/accreditation/best_practices.htm [Return to Page 12](#)

^{vi} **Vision statement:** Outlines what a chamber is looking to be. It concentrates on future and provides clear decision-making criteria. [Return to Page 13](#)

^{vii} **Values statement:** Main values protected by the organization and reflected in the organization's culture and priorities [Return to Page 13](#)

^{viii} **Affiliate:** An entity that is related to the chamber, but not completely controlled by the chamber. [Return to Page 15](#)

2024 Q3 Business Retention & Expansion (BR&E) Summary

Minot's thriving business climate speaks volumes to the success and dedication of Minot's existing business base. The Minot Area Chamber EDC works to preserve and strengthen Minot's existing primary and key sector businesses through the Business Retention & Expansion (BR&E) Program. The BR&E Program enables MACEDC to actively engage with the region's existing businesses to ensure stability and long-term success. MACEDC serves as a resource for existing businesses by facilitating local, regional, state, and federal resources as well as connecting businesses with the right tools to address their needs. The BR&E Program also serves as an opportunity for leaders and stakeholders to better understand the viewpoints, needs and challenges that existing businesses have within the Minot area. We hope that the data provided will prove helpful in growing our economy and strengthening the businesses within our region.

During quarter three of 2024, a total of 10 businesses participated in site visits for MACEDC's BR&E Program. A summary of the data gathered is below.

- Six of the businesses are from the construction sector, while the other four are from other sectors.
 - The Minot sites visited are headquarters for five of the businesses and divisions for the other five businesses.
 - All ten of the businesses primarily provide a component, rather than a finished product.
 - Seven of the businesses serve a regional market, two have a national market and one serves the local market.
 - Their reported market coverage ranged from 5% to 100%, with an average of 55% and a median of 50%.
 - Half (five) of the businesses are current members/investors.
- A total of 676 people are employed by the businesses, including 615 full-time, non-seasonal positions.
 - Current employees were rated as meeting the businesses' expectations in terms of availability, quality and, especially, stability. (Figure 1)
 - Over the last three years, three of the businesses have added jobs (71 jobs added total) and three of the businesses have cut jobs (34 jobs lost total).
- Annual sales figures, among those willing to divulge that information, ranged from \$4.5M to \$100M, with a median of \$11M and an average of \$33M.
 - Capital investments over the past two years ranged from zero to \$15M, with a median of \$6M and an average of \$6.3M.
- Five of the businesses reported they are maturing, three indicated they are growing and two businesses said they are declining.
 - Similarly, company sales are increasing for six businesses, remain stable for two, and are decreasing for one business. (One business declined to provide a response.)
- Six of the businesses have plans to expand within the next five years, with all six of them reporting those expansion plans include hiring more employees.
 - The cost of living was rated as the biggest barrier to growth in Minot. (Figure 2)

- Regarding legislative changes over the next two years, four businesses said some changes could adversely affect them and five said some legislative changes could benefit them. The potential change mentioned most often was the outcome of the upcoming Presidential election.
- Suppliers or customers relocating hasn't been an issue for the businesses.
- The biggest challenge facing businesses in Minot continues to be related to recruiting and retaining employees.
 - Nine out of the ten businesses are experiencing recruitment issues, which they indicated is an industrywide issue.
 - The biggest need is for equipment operators, people in the trades and employees with a good work ethic.
 - The businesses had an average of four to five unfilled positions each. Seven reported the number of unfilled positions is stable, two said the number is increasing and one said it is decreasing.
- The biggest advantage to being located in Minot is the people, including employees, clients and the overall sense of community.
 - Minot's business climate received a mean rating of 3.40 on a scale of one to five.
 - The biggest disadvantages to being in Minot are the location (distance from supplies and the Bakken) and difficulty attracting qualified employees.
- The airport, fire department, parks/recreation and higher education are the highest rated aspects of life in Minot. (Figure 3)
 - The lowest rated aspects of life in Minot are special assessments, childcare services, and local streets and roads. (Figure 3)

Figure 1
Mean Rating: Workforce
(1=Greatly Needs Help, 5=Exceeds Expectations)

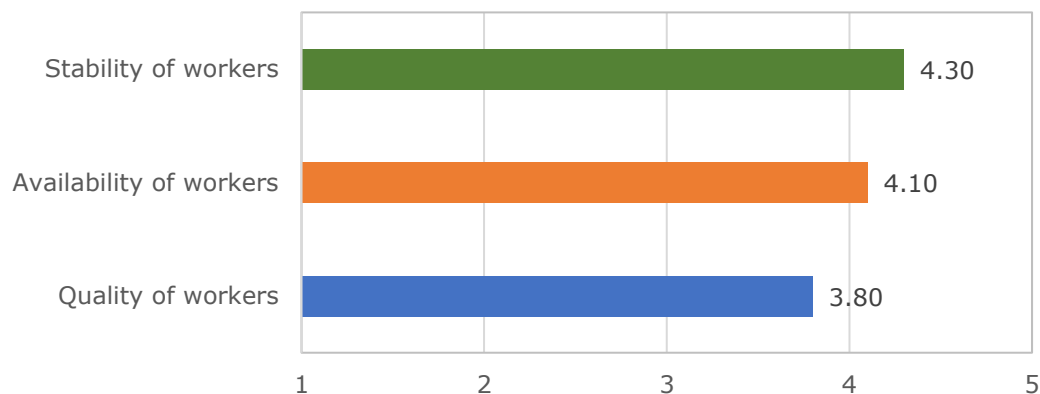


Figure 2
Mean Rating: Barriers to Growth in Minot
(1=Low, 5=High)

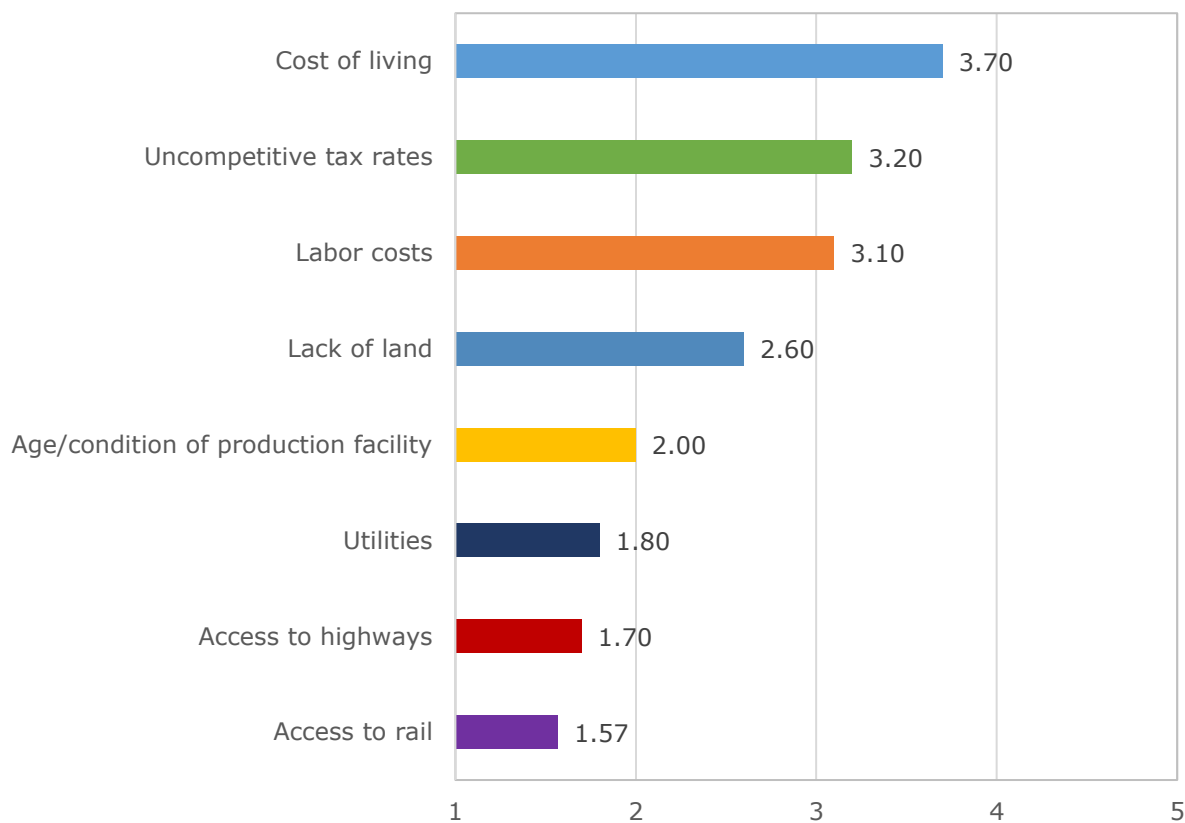


Figure 3
Mean Rating: Quality of Life
(1=Greatly Needs Help, 5=Exceeds Expectations)

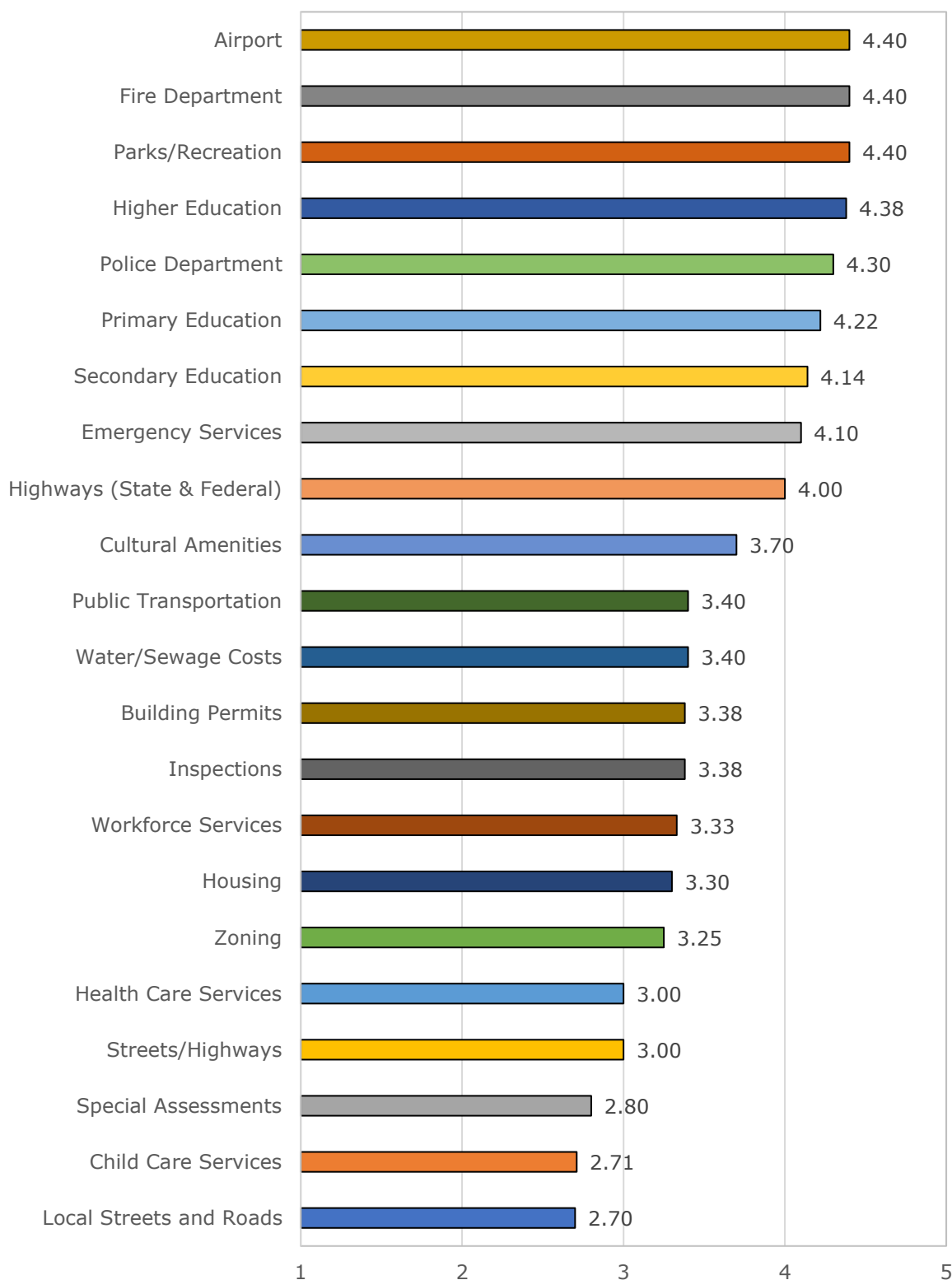


Figure 4
Mean Rating: Barriers to Growth in Minot
Q4 2023 - Q3 2024 (N=52)
Q4 2022 - Q3 2023 (N=41)
Q4 2021 - Q3 2022 (N=52)
(1=Low, 5=High)

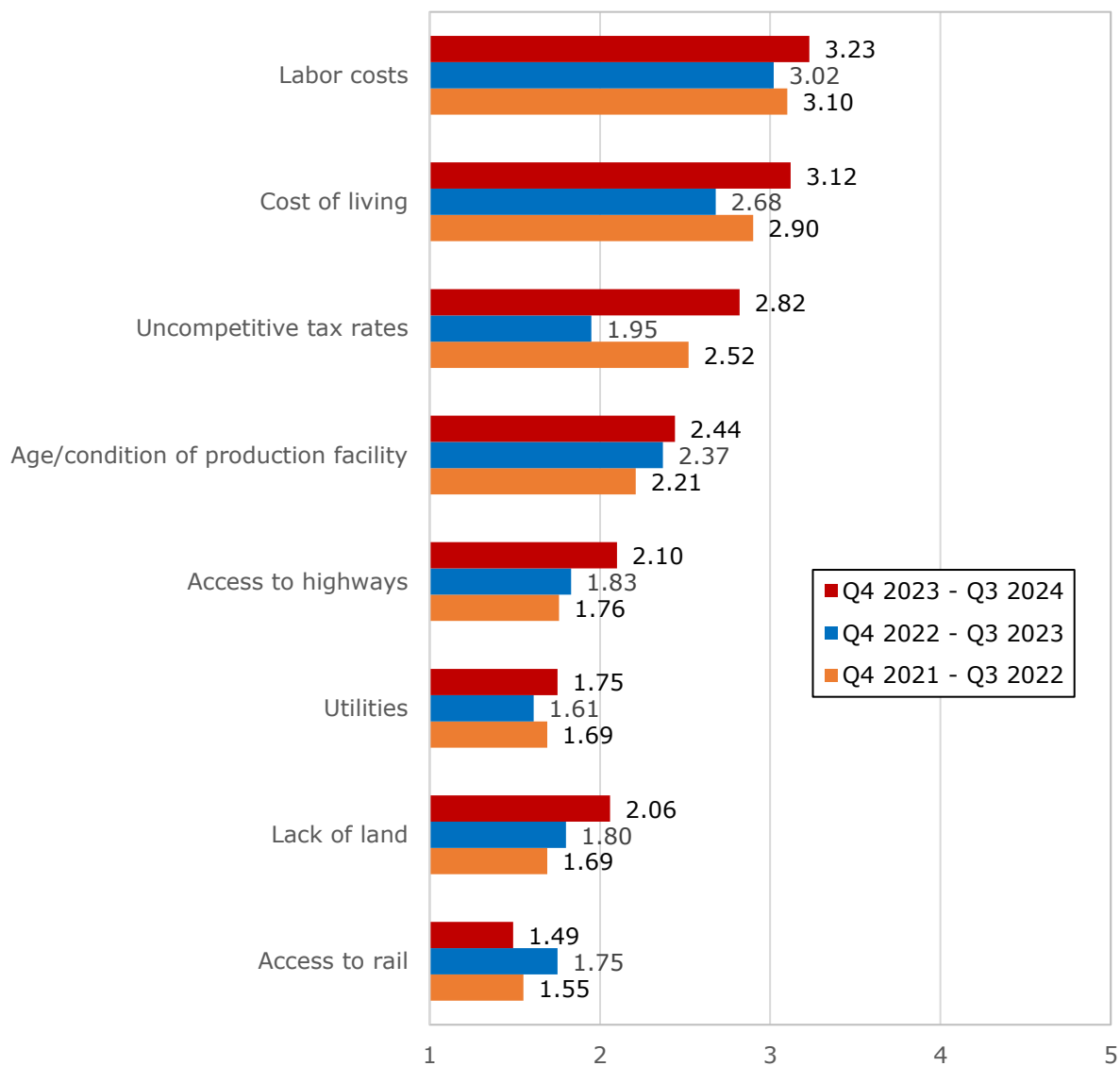


Figure 5
Mean Rating: Minot's Business Climate
Q4 2023 - Q3 2024 (N=52)
Q4 2022 - Q3 2023 (N=41)
Q4 2021 - Q3 2022 (N=52)
(1=Low, 5=High)

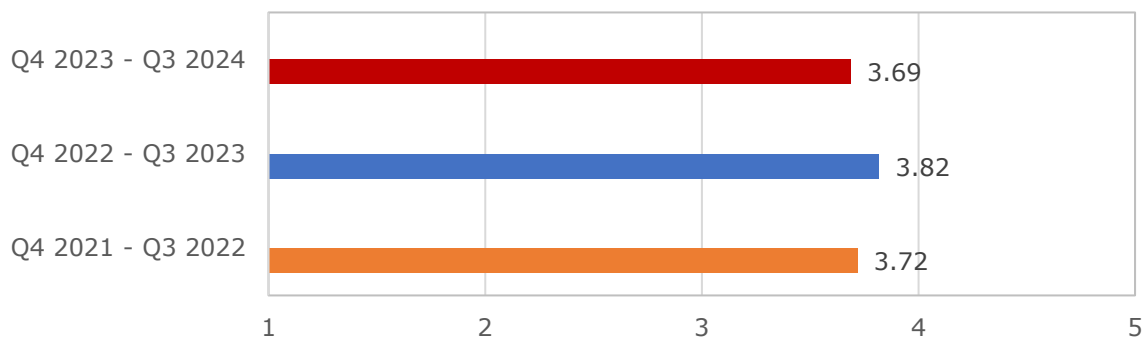


Figure 6
Mean Rating: Workforce
Q4 2023 - Q3 2024 (N=52)
Q4 2022 - Q3 2023 (N=41)
Q4 2021 - Q3 2022 (N=52)
(1=Greatly Needs Help, 5=Exceeds Expectations)

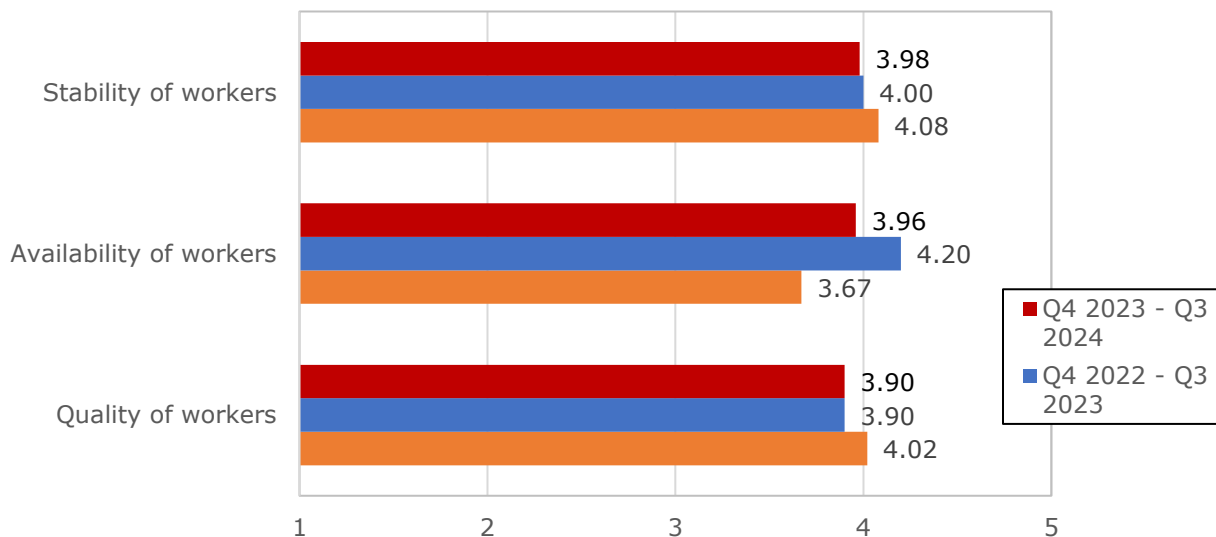


Figure 7a
Mean Rating: Quality of Life
Q4 2023 - Q3 2024 (N=52) // Q4 2022 - Q3 2023 (N=41) // Q4 2021 - Q3 2022 (N=52)
(1=Greatly Needs Help, 5=Exceeds Expectations)

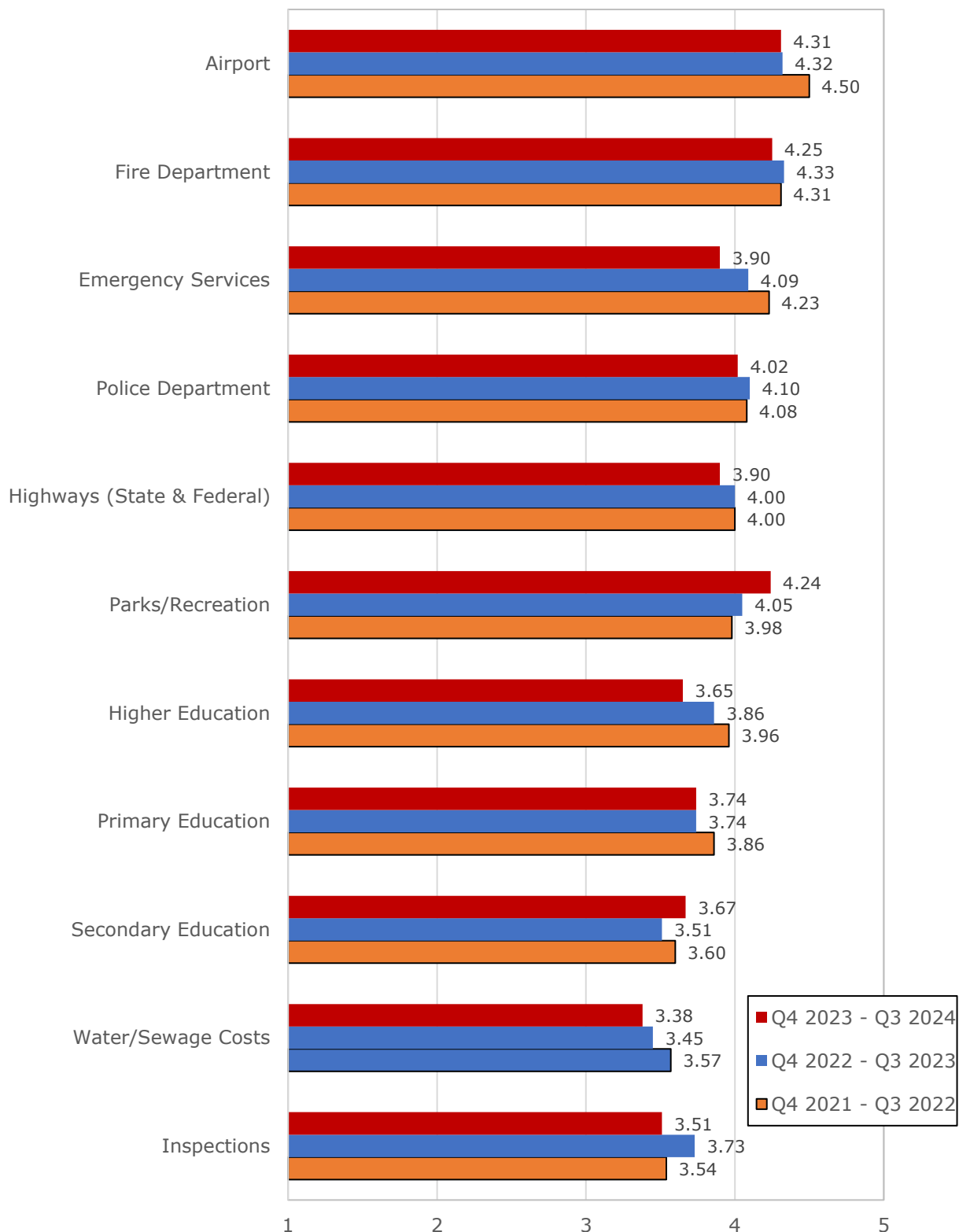
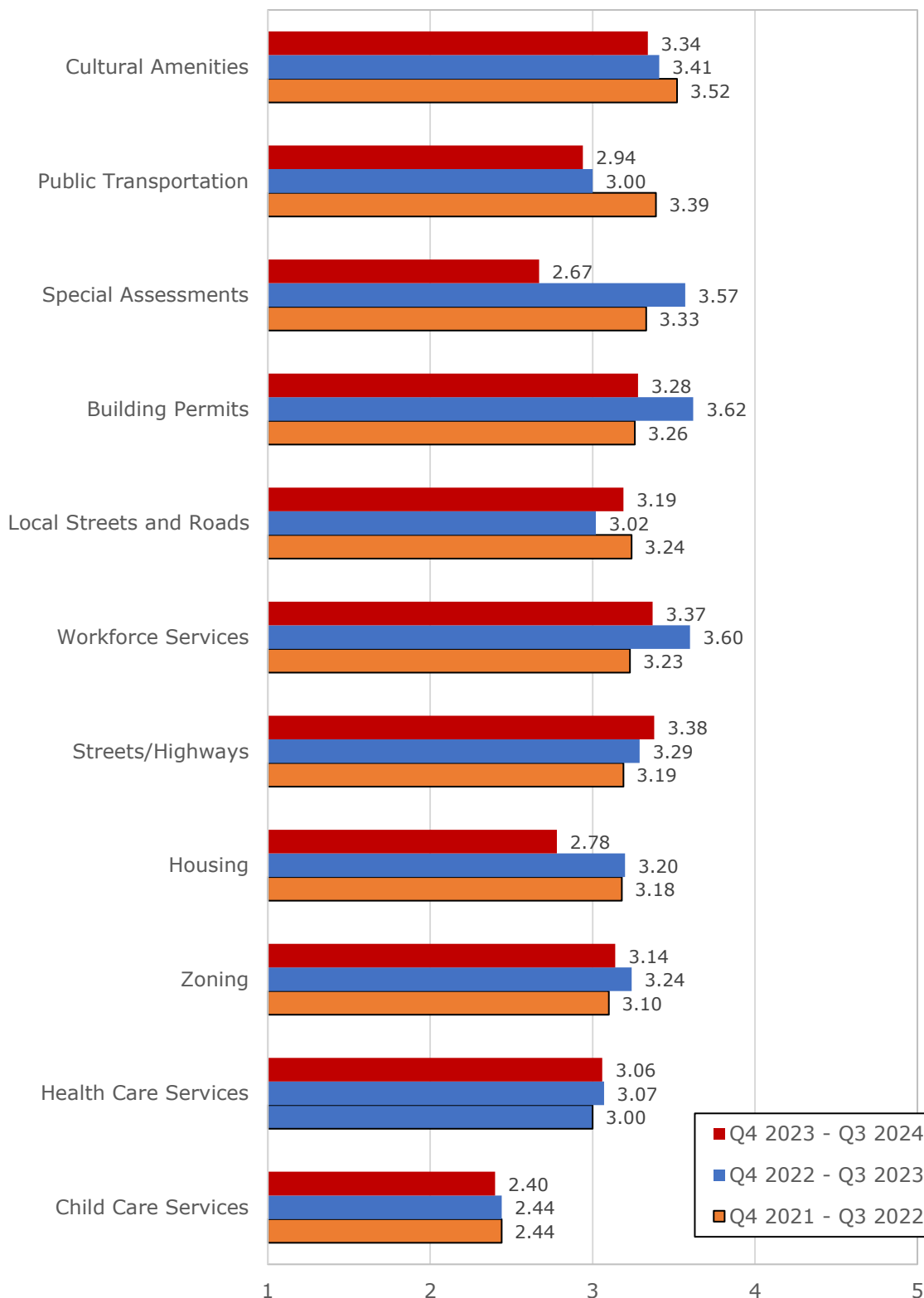


Figure 7b
Mean Rating: Quality of Life
Q4 2023 - Q3 2024 (N=52) // Q4 2022 - Q3 2023 (N=41) // Q4 2021 - Q3 2022 (N=52)
(1=Greatly Needs Help, 5=Exceeds Expectations)



President's Report | September 9 – October 4, 2024

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

- Monthly one on one with Minot City Manager
- Meeting with developer to discuss SE Minot development
- Task Force 21 monthly meeting
- North Dakota chamber leaders' dinner (Bismarck, ND)
- Team Minot Breakfast (K.RS)
- Greater North Dakota Policy Summit (Bismarck, ND)
- MACEDC Board of Directors meeting
- Women Connect meeting (CD)
- Economic Development Association of North Dakota Fall Conference (Bismarck, ND)
- Lt. Gov. Tammy Miller tour of Logistics Park of North Dakota (ML)
- Minot Area Chamber EDC website and social media audit by Flint Group
- Creedence Energy 10 Year Anniversary Celebration
- Minot State University Board of Regents meeting
- Meeting with Grand Island Area Economic Development Corporation
- International Economic Development Council Annual Conference (Denver, CO) (ML)
- Air Force Association Air, Space and Cyber Conference (National Harbor Washington DC)
 - 8th Annual Missileer Gathering
- Regular City Council meeting | First Reading and Public Hearing on the Budget
- Task Force 21 Visit (Washington DC)
 - Meeting with Velocity Government Relations
 - Meeting with Congressman Kelly Armstrong
 - Meeting with Senator Kevin Cramer
 - Meeting with Senator John Hoeven
 - 2024 Task Force 21 Friends of Minot Reception
 - 13th Annual Nuclear Triad Symposium
- Women Connect meeting (CD)
- Effects of Measure 4 Lunch and Learn with Senate Majority Leader David Hogue
- Air Force Global Strike Command Senior Leader Conference (Abilene, TX Dyess Air Force Base)
- Norsk Høstfest Governor's Reception presented by Xcel Energy
- Sister City contract signing with Skien municipality
- Souris Basin Planning Council State of Region 2 meeting (ML)
- Minot State University Energy Day
- North Dakota Xcel Energy Advisory Board Meeting
- WayFinders media meeting (K.RS, ML)
- Minot Area Chamber EDC Workforce Summit
- Monthly one on one with Minot City Manager
- Meeting with Northrop Grumman
- Women Connect meeting (K.RS)
- Military Affairs Committee meeting
- Logistics Park of Minot intermodal facility 100th train event
- Brig. Gen. Mitchell Johnson ND National Guard Adjutant General legislative briefing
- Ward County candidate forum (ML, CD)
- Prairie Public radio interview | 100th train
- Alliance of Nonprofits judges panel for 2024 annual awards banquet

MINOT AREA CHAMBER EDC
PROGRAMMING COMMUNITY OUTREACH MONTHLY ACTIVITY REPORT | September 9 – October 4

COMMITTEE REPORTS

Adopt an Airman – There are five airmen adopted by four families.

Agribusiness Committee – October 2, the Agribusiness Committee met to discuss sponsoring a November Minotauros game to honor the agriculture community. The hope is to provide something family friendly and during a month farmers, ranchers, and producers can step away. The committee also discussed the August 5, 2025, Dinner on the Prairie event. Letters and sponsorships have been developed and the group will start soliciting sponsors and planning for the event.

Ambassadors Committee – Ribbon cuttings were held at the following businesses:

- September 9: Bones BBQ Smokehouse & Grill – 437 North Broadway – new location for locally owned restaurant
- September 10: Mi Mexico – 816 South Broadway – new rooftop
- September 19: Realty ONE Group Magnum: 1919 2nd ST SE – new location
- September 19: Dakota Medical: 1002 18th Ave SE – new business
- September 21: Minot Masonic Lodge – 2524 East Burdick Expy – new POW flag
- September 25: 2024 Norsk Hostfest – 2005 Burdick Expy W – opening day
- September 26: Jamaican Vybz – 2400 10th St SW – new location
- September 27: Lotus Lagree Minot – 515 20th Ave Se – new business
- October 3: Minot Intermodal Facility – 4900 Railway Ave – 100th Train
- October 3: Burdick Job Corps Center 1500 University Ave W – 30th anniversary

Business Retention & Expansion – A BR&E interview was held with Red Deer Ironworks.

Business After Hours – No Business After Hours were held during this time.

Community Leadership Institute – September 12, the 25 participants were at Trinity Health hospital during their healthcare session and heard from a panel of the top leadership there. They learned about the difficulties in finding doctors and filling all positions. CLI also saw the state-of-the-art hospital during a tour. September 19, the group went to the Minot State University Wellness Center to hear the results of their DISC Assessment and what kind of leader they are as a result. They then took part in team building exercises with the MSU Wellness team. The group learned to lead in stressful situations like where one is blind folded and having a difficult time hearing direction. The group did not meet the week of Norsk Hostfest but attended their 4th session on October 3 at Minot Air Force Base. The 22 able to attend learned about the B-52, the missile silo, the 54th helicopter squadron and the explosive ordinance disposal team.

Eagle Awards – September 10, eleven people received the Eagle Award for great customer service.

Dr. Jessie Fauntleroy, Trinity Health

Amy Senger, Minot Public Schools

Amynda Behm, Behm Enterprises

Sidney Langlais, Capital RV

Paige Hanson, Trinity Health

Amber Mendez, ND State Fair

Rebecca Mello, Pizza Ranch

Megan Wentz, North Star Community Credit Union

Josh Lindbo, Minot Country Club

Devin Koppinger, UPS

Cade Vesnaver, Valvoline Instant Oil Change

Energy Committee – September 26, ten people attended the Energy Committee meeting to hear from Geoff Simon, the Executive Director for the Western Dakota Energy Association. He talked about what WDA does, how they advocate for their members from energy producing counties and their upcoming annual meeting in Minot at the Sleep Inn & Suites October 9 & 10.

Governmental Affairs Committee – September 19, about a dozen people attended the Governmental Affairs Committee meeting to hear from new Minot City Council Alderman Rob Fuller. Alderman Fuller talked about the things he would like to see while on the council and what's ahead for the future. September 23 Senate Majority Leader David Hogue providing a briefing on Measure 4.

Infrastructure Committee – September 13, the Infrastructure Committee heard from Minot Parks Director Elly DesLauriers on future plans. The parks may need funding through sales tax to meet the needs of the area and provide quality of life.

Military Affairs Committee – October 3, the Military Affairs Committee learned more about the North Dakota National Guard and what is ahead for them with the 2025 Legislative Session. The MAC meeting took place at the Minot Armed Forces Reserve Center. Regular military reports were provided.

Right Start Committee – September 25, around 60 people were in attendance during the Right Start presentation at Minot Air Force Base. Right Start is a mandatory briefing for Airmen and anyone with Department of Defense affiliation and is considered the newcomers welcome to a new installation and community. MACEDC leads the community portion each month. They learned more what there is to see and do in Minot and North Dakota from MACEDC Right Start volunteers.

Showcase of Business – Kentucky Derby will be the theme of this year's event set for November 21 at the ND State Fair Center, Magic Place. SRT Communications is the 2024 presenting sponsor. Delta Vacations has agreed to provide a trip as a prize.

Start Up Minot Academy powered by CO.STARTERS – The fall 2024 10-week course started on September 18, so the 8 students are already well into their 4th week of the class.

Start Up Minot – The September 12 Start Up Minot networking event was held during this timeframe, and featured Chad Thompson with Prairie Grit. The October Start Up Minot networking event will be on October 10 and will feature Dustin Stredwick of Off the Menu Hospitality.

Task Force 21 – Task Force 21 members traveled to National Harbor Washington DC for the Air Force Association Air, Space and Cyber conference. The theme this year was "Achieving Decisive Advantage in an Age of Growing Threats" and was attended by nearly 22,000 military leaders, Department of Defense (DoD) contractors, and civic leaders. Additional strategic engagements during this event included meetings with DoD contractors and the 8th Annual Missiler Gathering. Later in the week, several other Task Force members and community leaders arrived in Washington DC to take part in meetings with Congressman Kelly Armstrong, Senator Kevin Cramer, and Senator John Hoeven. The Task Force 21 Friends of Minot reception took place the evening before the 13th Annual Nuclear Triad Symposium, which ended up at full capacity with an incredible lineup of speakers including Gen Thomas A. Bussiere, Commander Air Force Global Strike Command and Commander Air Forces Strategic - Air, USSTRATCOM; Adm Charles Richard (ret), former U.S. Strategic Command Commander; Maj Gen Jason R. Armagost, Commander 8th Air Force and Joint-Global Strike Operations Center Commander; Maj Gen Stacy Jo Huser, Commander 20th Air Force; Maj Gen Colin J. Conner, Director of ICBM Modernization, Site Activation Task Force; Brig Gen Christopher E. Menuet, Principal Assistant Deputy Administrator for Military Application, National Nuclear Security Administration, Department of Energy, Washington, D.C.; Lt Gen Andrew J. Gebara, Deputy Chief of Staff for Strategic Deterrence and Nuclear Integration; and more. The following week, Task Force Air Force Global Strike Command civic leaders headed to Abilene TX and Dyess Air Force Base for an invitation-only Fall Senior Leadership Conference. This engagement helped to generate targeted initiatives with an emphasis on Armen and family readiness or tomorrow's flight.

Women Connect – Women Connect is working on the upcoming October 15 signature event with presenting sponsor Hess. Mel Smith, retired Chief from Global Strike Air Force Command. Smith's story is an inspirational journey of strength and perseverance. Hess Corporation is the 2024 presenting sponsor. The event will be at 2 p.m. at Oak Park Theater.

UPCOMING MEETINGS AND EVENTS

Minot Area Chamber EDC Programming

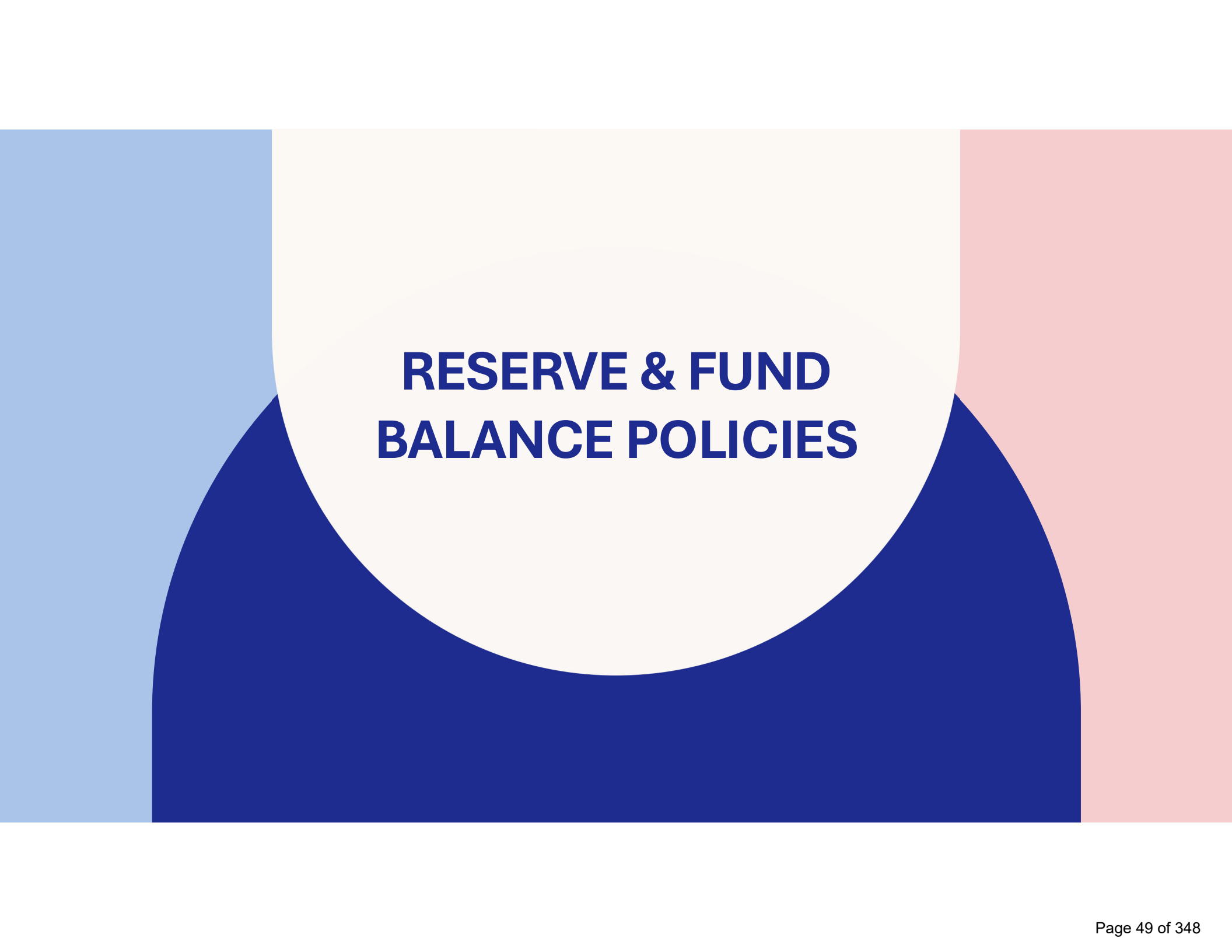
October 10	Start Up Minot Networking Event, 7:30 am, Carnegie Center
October 11	Infrastructure Committee, 7:30 am, Homesteaders Restaurant
October 14	Governmental Affairs Committee, 11:30 am, Badlands Restaurant and Bar
October 23	Business After Hours, 5:00 pm, Y's Men's PBR at the Minot Municipal Auditorium
October 31	Community Leadership Institute Final Session, Magic City Discovery Center
November 2	Minot State University Prairie Warrior Bowl, Minot State University

Minot Area Chamber EDC Signature Events

October 15	Women Connect Fall Signature Event with presenting sponsor Hess, Oak Park Theater
November 21	Showcase of Business, 5:00 pm, North Dakota State Fair Center

Minot Area Chamber EDC Strategic Engagements | Stakeholder and Partner Events

October 9	Western Dakota Energy Association Annual Meeting, Minot ND
October 9	North Dakota Travel Industry Marketing Summit, Bismarck ND
October 9	Minot North High School Ribbon Cutting Ceremony
October 20-22	North Dakota Association of Counties Annual Conference, Bismarck ND
November 2	26th Field Regiment Royal Canadian Artillery Military Ball, Brandon MB



RESERVE & FUND BALANCE POLICIES

AGENDA

- GFOA best practices
- ND Century Code
- Current City policy/practices
- Staff recommendations

GFOA BEST PRACTICES

- GFOA recommends governments establish a formal policy on the appropriate level, use and replenishment of unrestricted fund balance in the general fund.
- Governments should maintain a prudent level of financial resources to protect against reducing service levels because of temporary revenue shortfalls or unpredicted one-time expenditures.
- These policies should establish minimum and maximum reserve levels and identify the purposes for which they may be used.

NORTH DAKOTA CENTURY CODE

- **NDCC 57-15-27 Interim Fund**

- The governing body of any county, city, park district, or municipality, other than a school district, which is authorized to levy taxes may include in its budget an item to be known as the "interim fund" which must be carried over to the next ensuing fiscal year to meet the cash requirements of all funds or purposes to which the credit of the municipality may be legally extended, for that portion of such fiscal year prior to the receipt of taxes therein. In no case may the interim fund be in excess of the amount reasonably required to finance the municipality for the first nine months of the next ensuing fiscal year. The interim fund may not be in excess of three-fourths of the current annual appropriation for all purposes other than debt retirement purposes and appropriations financed from bond sources.

Note: The City of Minot had a finding of material non-compliance with this requirement in the FY2023 Annual Comprehensive Financial Report. The City has implemented corrective action and is compliant with this NDCC as of FY2024.

CURRENT CITY POLICY/PRACTICES

City Ordinance

(Chapter 2, Article IV, Division 4)

It shall be the policy of the city, and the recommended budget prepared by the city manager shall so provide, with respect to the general fund, special revenue funds and enterprise funds, or their equivalent, if some other nomenclature is used rather than that set forth in section 2-163(b), that there shall be available at the end of the budget year sufficient operating capital or working capital therein to equal one month's average expenditures for the budget year.

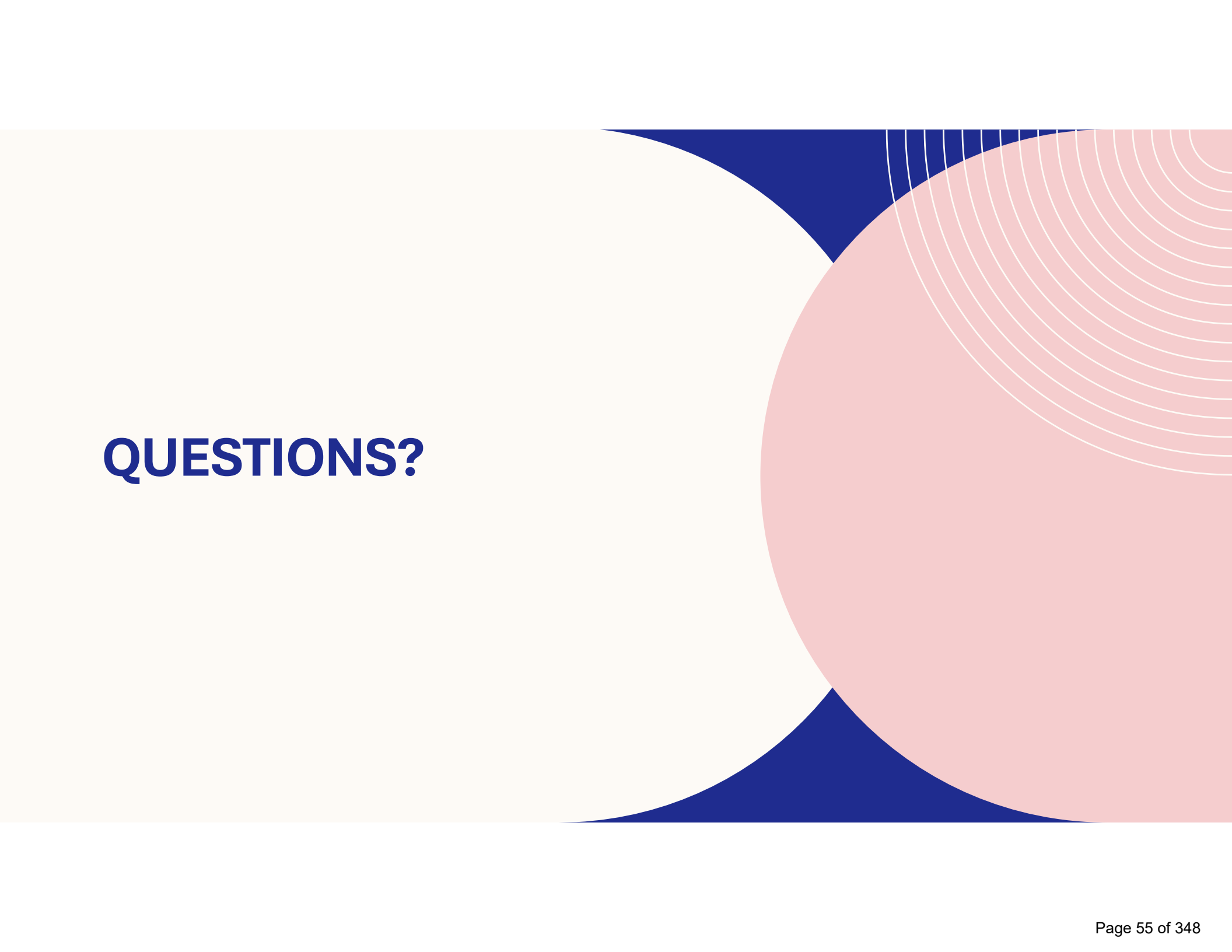
- For purposes of the prior subparagraph, the average monthly expenditures with respect to a fund shall be determined by multiplying the total appropriations for the budget year for the fund by one-twelfth (1/12).

City Practices

- Seeks to maintain a 90-day (3/12 of annual budget) operating reserve in all operating funds
- Maintain reserve level required for bond covenants and debt service
- 30% of operating revenue held as a stabilization reserve in the general fund for any revenue shortfalls or unpredicted expenditures
- Set aside funds for capital projects over several budget cycles

STAFF RECOMMENDATIONS

- Develop a policy to that provides the framework for overall fiscal management of the City and addresses the following:
 - ✓ Implements appropriate target levels of reserves
 - ✓ Aligns with industry best practices
 - ✓ Maintains compliance with federal, state and local laws
 - ✓ Protects the City against any revenue shortfalls or unforeseen expenditures
- Staff will prepare a policy that addresses these concerns and bring it back to Council for review and adoption in the coming months.

The background features a large, light beige circle on the left and a large, light pink circle on the right. These two circles overlap in the center. The area where they overlap is filled with a dark blue color. The pink circle contains several concentric white lines that are more densely packed towards its top right edge.

QUESTIONS?

FINANCIAL REPORTS

Financial statements as of September 30th are available on the City's website:

<https://www.minotnd.gov/Archive.aspx?AMID=39>

On October 1, 2024, a Regular Planning Commission Meeting of the Minot Planning Commission was held in the City Council Chambers, City Hall (10 3rd Ave SW). Chairman Offerdahl called the meeting to order at 05:21 PM.

1. ROLL CALL

Members Present: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Serena Pontenila, Dustin Offerdahl, Bradly Wolff, Darrik Trudell

Members Absent: Elisha Gates, Kayla Johnson, Annette Mennem

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

3.1. INTRODUCTIONS AND DECORUM HANDOUT

4. PLANNING COMMISSION

4.1. APPROVAL OF SEPTEMBER 2024 REGULAR MEETING MINUTES

The motion to Approve the September 2024 regular meeting minutes was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Iverson and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Dustin Offerdahl, Serena Pontenila, Bradly Wolff; nays: None.

5. PUBLIC HEARING

5.1. CASE#2024-08-01 - LARSON'S ADDITION - PRELIMINARY PLAT

Mr. Diedrichsen presented the Staff Report.

The Commissioners had a discussion.

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

Lance Johnson appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on Staff Findings of Fact was initiated by Planning Commission Representative Kibler seconded by Planning Commission Representative Longtin and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Dustin Offerdahl, Serena Pontenila, Bradly Wolff; nays: None.

5.2. CASE#2024-08-03 - LAND DEVELOPMENT ORDINANCE TEXT AMENDMENT

Mr. Diedrichsen presented the Staff Report.

The Commissioners had a discussion.

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

Robert Thomas appeared to testify about ornamental lighting.

The Commissioners had a discussion.
Robert Thomas had more discussion.
Travis Zablotney appeared to testify.
The Commissioners had a discussion.
Robert Thomas had more discussion.
Chairman Offerdahl closed the public hearing.
The Commissioners had a discussion.
The preliminary motion was to approve text amendments 1, 2, 4, 5, and 6. Item 3 will be sent back to Staff for a rewrite. The motion was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Kibler.
The Commissioners had a discussion.
Mr. Diedrichsen offered an amendment to the motion.
The amended motion was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Kibler and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Bradly Wolff; nays: None.

5.3. CASE#2024-08-04 - AMENDMENTS TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP

Mr. Diedrichsen presented the Staff Report.
The Commissioners had a discussion.
Chairman Offerdahl opened the public hearing to the public for testimony.
Travis Zablotney appeared to testify.
Chairman Offerdahl closed the public hearing.
The Commissioners had a discussion.
The motion to Approve with Staff Findings of Fact was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Longtin and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Bradly Wolff; nays: None.

5.4. CASE# 2024-08-05 - MOOSE LODGE ADDITION - PRELIMINARY PLAT

Mr. Diedrichsen presented the Staff Report.
The Commissioners had a discussion.
Jason Sorenson appeared to answer questions.
Chairman Offerdahl opened the public hearing to the public for testimony.
No one appeared to testify.
Chairman Offerdahl closed the public hearing.
The motion to Approve Based off of Staff's Findings of Fact was initiated by Planning Commission Representative Longtin seconded by Planning Commission Representative Iverson and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Robert Kibler, Logan Longtin, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Bradly Wolff; nays: None.

6. MISCELLANEOUS AND DISCUSSION ITEMS

Chairman Offerdahl welcomed Bradly Wolff, a new Planning Commissioner.

Brian Billingsley, the Community and Economic Development Director, mentioned the next Planning Commission meeting will be on Wednesday, November 6th due to the election.

7. ADJOURNMENT

With no further business, Chairman Offerdahl adjourned the meeting at 7:01 pm.



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: October 21, 2024

SUBJECT: 2024-08-01 LARSON ADDITION - PRELIMINARY PLAT

I. RECOMMENDED ACTION

It is recommended City Council approve a major subdivision preliminary plat in alignment with the Planning Commission recommendations as provided in Attachment A.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The applicant seeks to move the shared property boundary between two unplatted lots. The resulting lots conform to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.

B. Proposed Project

The subject property address is 2820 47th St. SE.

C. Recommendation Detail

It is recommended City Council approve a major subdivision preliminary plat in alignment with the Planning Commission recommendations as provided in Attachment A.

IV. IMPACT

A. Aspirations

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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

Curve Table					
Curve #	Length	Radius	Delta Angle	Chord Direction	Chord Length
C1	134.44 FT	254.69 FT	30°14'36"	S 83°25'12" W	132.88 FT
C2	139.89 FT	198.17 FT	40°26'40"	S 74°28'15" W	137.00 FT
C3	129.32 FT	143.39 FT	51°40'23"	S 28°24'40" W	124.98 FT

- NOTES:**
- Plat is subject to all prior Easements of Record.
 - Bearings and Distances may vary from previous plats due to different methods of measurement.
 - State Plane Coordinates shown are North Dakota (North Zone) NAD83 U.S. Feet (Unless Otherwise Noted). NGS OPUS Flood was used to establish coordinates.
 - Flood Information Obtained off of FEMA FIRM MAP 38101C0803D, effective on 1/19/2000.

- - Denotes Property Corner Set
18" - #5 Rebar w/ RLS Cap #6134
- - Denotes Property Corner Found
- x - Denotes Traverse Point
- ⊗ - Denotes Section Corners
- ⊗ - Denotes Quarter Corners

Line Table		
Line #	Direction	Length
L1	N 89°27'43" W	20.77 FT
L2	N 41°59'11" W	18.01 FT
L3	N 42°07'04" W	616.42 FT
L4	N 9°38'34" E	254.10 FT
L5	N 5°54'56" W	240.00 FT
L6	N 15°36'24" E	175.08 FT
L7	N 28°19'04" E	221.58 FT
L8	S 89°35'24" E	291.88 FT
L9	S 89°37'12" E	840.86 FT
L10	S 31°09'23" W	95.91 FT
L11	S 22°28'16" W	224.17 FT
L12	S 5°27'05" W	134.64 FT
L13	S 21°41'43" E	108.64 FT
L14	S 47°51'13" E	102.66 FT
L15	N 85°30'43" E	117.36 FT
L16	N 52°57'00" E	622.05 FT

Line Table		
Line #	Direction	Length
L17	N 63°33'23" E	369.43 FT
L18	N 70°31'44" E	114.50 FT
L19	S 89°33'20" E	299.85 FT
L20	S 73°05'57" E	147.58 FT
L21	S 57°37'45" E	176.20 FT
L22	S 32°46'52" E	279.11 FT
L23	S 25°50'01" E	559.69 FT
L24	S 47°12'05" E	212.93 FT
L25	S 35°08'35" E	380.11 FT
L26	N 89°34'42" W	591.69 FT
L27	N 89°38'01" W	1320.94 FT
L28	N 89°31'23" W	79.88 FT
L29	S 40°50'19" E	35.96 FT
L30	S 35°08'20" E	95.59 FT
L31	S 0°44'15" W	245.80 FT
L32	S 50°55'08" W	70.21 FT

Line Table		
Line #	Direction	Length
L33	S 62°29'51" W	53.58 FT
L34	S 2°54'09" W	231.93 F
L35	S 14°39'33" E	62.01 FT
L36	S 32°51'28" E	57.00 FT
L37	S 59°25'51" E	74.67 FT
L38	S 78°51'58" E	66.19 FT
L39	S 51°52'20" E	47.41 FT
L40	S 36°04'14" E	67.82 FT
L41	S 15°11'46" E	111.13 F
L42	S 2°35'58" W	61.90 FT
L43	S 18°10'04" W	56.34 FT
L44	S 59°24'42" W	20.68 FT
L45	N 69°26'06" W	104.16 F
L46	S 89°38'51" W	48.12 FT
L47	S 77°43'03" W	67.37 FT
L48	S 61°08'21" W	85.66 FT

Line Table		
Line #	Direction	Length
L49	S 49°03'44" W	53.32 FT
L50	N 42°07'59" W	1200.26 FT
L51	N 0°40'19" E	464.10 FT
L52	S 89°31'23" E	73.74 FT
L53	S 6°03'04" W	80.07 FT
L54	S 31°20'03" W	271.99 FT
L55	S 68°25'20" W	38.19 FT
L56	N 64°42'18" W	68.15 FT
L57	N 53°58'26" W	321.38 FT
L58	S 38°14'52" W	261.90 FT
L59	S 5°01'42" E	296.17 FT
L60	S 70°21'57" W	224.57 FT
L61	N 32°39'15" W	140.29 FT
L62	N 38°34'56" W	368.98 FT
L63	N 8°27'32" E	159.69 FT
L64	N 69°03'13" W	361.49 FT

CREEK CENTERLINE NOTE:
The Centerline of the Creek, as platted in 1962, has been filled in and moved to the West. In my opinion, there is no way to accurately depict this location through field evidence. Therefore, the original image of the plat was cropped into our electronic drawing. We then overlaid the creek position centerline into the electronic drawing. This centerline location is a re-drawn effort of the linework from 1962.

SHEET 2 OF 2

LARSON ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

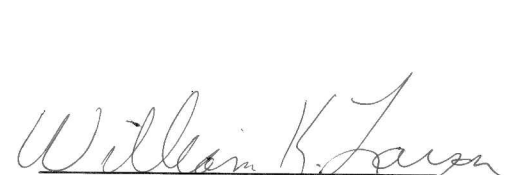
AN UNPLATTED PORTION OF THE SE $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 32,
SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ AND SW $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 33,
TOWNSHIP 155 N, RANGE 82 W, WARD COUNTY, NORTH DAKOTA
TO THE CITY OF MINOT, NORTH DAKOTA

DESCRIPTION:

Know all men by these presents that William K Larson, being Owner and Proprietor, of an Unplatted Portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, Township 155 N, Range 82 W and an Unplatted Portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 32, Township 155 N, Range 82 W, Ward County, North Dakota, and Paul K Larson, being Owner and Proprietor, of an Unplatted Portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 33, Township 155 N, Range 82 W, Ward County, North Dakota, being more particularly described as follows:

Beginning at the West Quarter Corner of Section 33, Township 155 N, Range 82 W of the 5th Principal Meridian, Ward County, North Dakota; Thence N 89°27'43" W, on the East-West Quarter Line of Section 32, Township 155 N, Range 82 W, a distance of 20.77 FT, to a Property Corner of Lot 1, of Apple Grove 6th Addition, a Plat being on file at the Ward County Recorder's Office; Thence N 41°59'11" W, on a Property Line of Lot 1, of said Apple Grove 6th Addition, a distance of 18.01 FT, to a Property Corner of Lot 1, of said Apple Grove 6th Addition; Thence N 42°07'04" W, on a Property Line of Lot 1, of said Apple Grove 6th Addition, a distance of 616.42 FT, to a Property Corner of Lot 1, of said Apple Grove 6th Addition; Thence N 9°38'34" E, on a Property Line of Outlot 19, a Plat being on file at the Ward County Recorder's Office, a distance of 254.10 FT, to a Property Corner, of said Outlot 19; Thence N 5°54'56" W, on a Property Line, of said Outlot 19, a distance of 240.00 FT, to a Property Corner, of said Outlot 19; Thence N 15°36'24" E, on a Property Line, of said Outlot 19, a distance of 175.08 FT, to a Property Corner, of said Outlot 19; Thence N 28°19'04" E, on a Property Line, of said Outlot 19, a distance of 221.58 FT, to a Point being on the North Line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 155 N, Range 82 W; Thence S 89°35'24" E, on the North Line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, of said Section 32, a distance of 291.88 FT, to the Northwest Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, Township 155 N, Range 82 W; Thence S 89°37'12" E, on the North Line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, of said Section 33, a distance of 840.86 FT, to a Property Corner of Outlot 10, a Plat being on file at the Ward County Recorder's Office; Thence S 31°09'23" W, on a Property Line, of said Outlot 10, a distance of 95.91 FT, to a Property Corner, of said Outlot 10; Thence S 22°28'16" W, on a Property Line, of said Outlot 10, a distance of 224.17 FT, to a Property Corner, of said Outlot 10; Thence S 5°27'05" W, on a Property Line, of said Outlot 10, a distance of 134.64 FT, to a Property Corner, of said Outlot 10; Thence S 21°41'43" E, on a Property Line, of said Outlot 10, a distance of 108.64 FT, to a Property Corner, of said Outlot 10; Thence S 47°51'13" E, on a Property Line, of said Outlot 10, a distance of 102.66 FT, to a Property Corner, of said Outlot 10; Thence N 85°30'43" E, on a Property Line, of said Outlot 10, a distance of 117.36 FT, to a Property Corner, of said Outlot 10; Thence N 52°57'00" E, on a Property Line, of said Outlot 10, a distance of 622.05 FT, to a Property Corner, of said Outlot 10; Thence N 63°33'23" E, on a Property Line, of said Outlot 10, a distance of 369.43 FT, to a Property Corner, of said Outlot 10; Thence N 70°31'44" E, on a Property Line, of said Outlot 10, a distance of 114.50 FT, to a Property Corner, of said Outlot 10; Thence S 89°33'20" E, on a Property Line, of said Outlot 10, a distance of 299.85 FT, to a Property Corner, of said Outlot 10; Thence S 73°05'57" E, a distance of 147.58 FT; Thence S 57°37'45" E, a distance of 176.20 FT; Thence S 32°46'52" E, a distance of 279.11 FT; Thence S 25°50'01" E, a distance of 559.69 FT; Thence S 47°12'05" E, a distance of 212.93 FT; Thence S 35°08'35" E, a distance of 380.11 FT, to a Point being on the South Line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, of said Section 33; Thence N 89°34'42" W, on the South Line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, of said Section 33, a distance of 591.69 FT, to the Southwest Corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, of said Section 33; Thence N 89°38'01" W, on the South Line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, of said Section 33, a distance of 1320.94 FT, to the Southwest Corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, of said Section 33; Thence N 89°31'23" W, on the South Line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, of said Section 33, a distance of 79.88 FT; Thence S 40°50'19" E, a distance of 35.96 FT; Thence S 35°08'20" E, a distance of 95.59 FT, to a Point being on the East Line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, of said Section 33; Thence S 0°44'15" W, on the East Line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, of said Section 33, a distance of 245.80 FT, to a Property Corner, of East Side Estates, a Plat being on File at the Ward County Recorder's Office; Thence S 50°55'08" W, on a Property Line, of said East Side Estates, a distance of 70.21 FT, to a Property Corner, of said East Side Estates; Thence S 62°29'51" W, on a Property Line, of said East Side Estates, a distance of 53.58 FT, to a Property Corner, of said East Side Estates; Thence on a Property Line, of said East Side Estates, on a Curve to the Right, said Curve having a Length of 134.44 FT, a Radius of 254.69 FT, and a Delta Angle of 30°14'36", to a Property Corner, of said East Side Estates; Thence on a Property Line, of said East Side Estates, on a Curve to the Left, said Curve having a Length of 139.89 FT, a Radius of 198.17 FT, and a Delta Angle of 40°26'40", to a Property Corner, of said East Side Estates; Thence on a Property Line, of said East Side Estates, on a Curve to the Left, said Curve having a Length of 129.32 FT, a Radius of 143.39 FT, and a Delta Angle of 51°40'23", to a Property Corner, of said East Side Estates; Thence S 2°54'09" W, on a Property Line, of said East Side Estates, a distance of 231.93 FT, to a Property Corner, of said East Side Estates; Thence S 14°39'33" E, on a Property Line, of said East Side Estates, a distance of 62.01 FT, to a Property Corner, of said East Side Estates; Thence S 32°51'28" W, on a Property Line, of said East Side Estates, a distance of 57.00 FT, to a Property Corner, of said East Side Estates; Thence S 59°25'51" E, on a Property Line, of said East Side Estates, a distance of 74.67 FT, to a Property Corner, of said East Side Estates; Thence S 78°51'58" E, on a Property Line, of said East Side Estates, a distance of 66.19 FT, to a Property Corner, of said East Side Estates; Thence S 51°52'20" E, on a Property Line, of said East Side Estates, a distance of 47.41 FT, to a Property Corner, of said East Side Estates; Thence S 36°04'14" E, on a Property Line, of said East Side Estates, a distance of 67.82 FT, to a Property Corner, of said East Side Estates; Thence S 15°11'46" E, on a Property Line, of said East Side Estates, a distance of 111.13 FT, to a Property Corner, of said East Side Estates; Thence S 2°35'58" W, on a Property Line, of said East Side Estates, a distance of 61.90 FT, to a Property Corner, of said East Side Estates; Thence S 18°10'04" W, on a Property Line, of said East Side Estates, a distance of 56.34 FT, to a Property Corner, of said East Side Estates; Thence S 59°24'42" W, on a Property Line, of said East Side Estates, a distance of 20.68 FT, to a Property Corner, of said East Side Estates; Thence N 69°26'06" W, on a Property Line, of said East Side Estates, a distance of 104.16 FT, to a Property Corner, of said East Side Estates; Thence S 89°38'51" W, on a Property Line, of said East Side Estates, a distance of 48.12 FT, to a Property Corner, of said East Side Estates; Thence S 77°43'03" W, on a Property Line, of said East Side Estates, a distance of 67.37 FT, to a Property Corner, of said East Side Estates; Thence S 61°08'21" W, on a Property Line, of said East Side Estates, a distance of 85.66 FT, to a Property Corner, of said East Side Estates; Thence S 49°03'44" W, a distance of 53.32 FT, to a Point being on the Northerly Railroad Right of Way Line; Thence N 42°07'59" W, on the said Northerly Railroad Right of Way Line, a distance of 1200.26 FT, to Point being on the West Line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, of said Section 33, a distance of 464.10 FT, to the Point of Beginning.

Said described tract, of land contains 112.21 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Larson's Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.

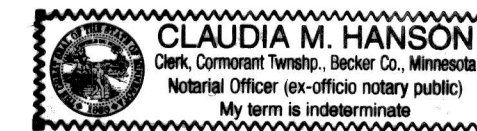

William K Larson

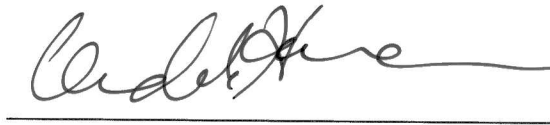

Paul K Larson

MINNESOTA
STATE OF NORTH DAKOTA, COUNTY OF BECKER

On this 7th Day of AUGUST, 2024, before me, a Notary Public in and for said State, Appeared William K Larson, well known to be the person described in the foregoing description and acknowledged to me that he executed the same on his own free act and deed.

My commission expires

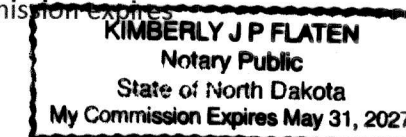



Notary Public, State of North Dakota

STATE OF NORTH DAKOTA, COUNTY OF WARD

On this 2nd Day of JULY, 2024, before me, a Notary Public in and for said State, Appeared Paul K Larson, well known to be the person described in the foregoing description and acknowledged to me that he executed the same on his own free act and deed.

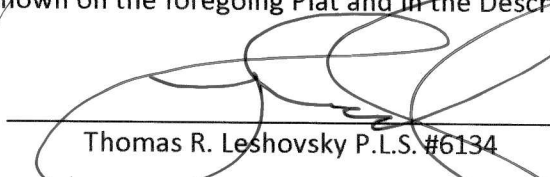
My commission expires




Notary Public, State of North Dakota

SURVEYOR'S CERTIFICATE

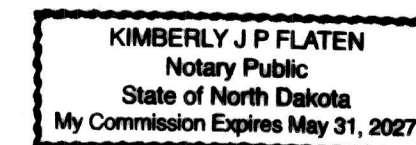
I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge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


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

STATE OF NORTH DAKOTA, COUNTY OF WARD

On this 2nd Day of JULY, 2024, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

My commission expires

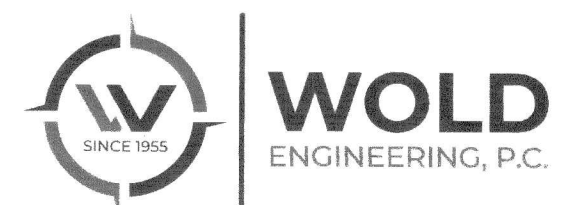
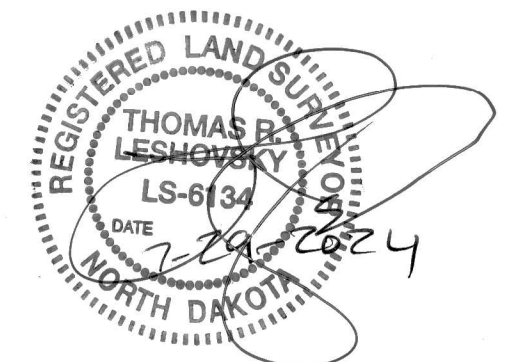



Notary Public, State of North Dakota

APPROVAL

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

Approved: _____, 2024
Minot City Engineer



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



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: October 21, 2024

SUBJECT: PUBLIC HEARING: 2024-08-03 TEXT AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the Text Amendments 1,2, 4, 5, and 6 except item 3 on first reading in alignment with the Planning Commission recommendations as provided in Attachment A; and**
- 2. Provide staff with direction on item 3 (ornamental lighting).**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The proposed code changes pertain to the following sections: Table 4.1-8 Accessory Building Requirements pertaining to the limit to the number of accessory buildings and accessory building area, Section 3.1-4. B. 6. General Rules for Yard Setbacks Allowed Projections regarding allowing egress windows to project into setbacks, Section 3.1-10. D. 3. Replacing language in the LDO regarding Ornamental Lighting, Chapter 6.2 – Parking Table text changes regarding minimum parking requirements for industrial zones and maximum parking requirements for the auto servicing sector, Section 6.1-2. F. 1. b. regarding a minor text correction and Section 12.2-2. A & B Application.

B. Proposed Project

Text Amendments to the Land Development Ordinance.

C. Recommendation Detail

It is recommended City Council approve the Text Amendments 1,2, 4, 5, and 6 with item 3 (ornamental lighting) not being approved. It is again recommended

that item 3 (ornamental lighting) will be sent back to staff for rewriting. This is the first reading in alignment with the Planning Commission recommendations as provided in Attachment A.

IV. IMPACT

A. Aspirations

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.

Exhibit 1

1. Table 4.1-8 Accessory Building Requirements pertaining to the limit to the number of accessory buildings and accessory building area

Table 4.1-8. Accessory Building Requirements																															
Accessory Building Use Restrictions	<u>R1 and R1S Districts</u> Accessory buildings shall be for private use of the site owner(s) only. Accessory buildings, including those collectively managed by a homeowner association, but must be maintained by the property owner(s), and cannot be rented.																														
Limit to Number of Accessory Buildings	<u>RR R1, R1S, R2, and R3C Districts</u> No more than two five (2) (5) accessory buildings are allowed per lot <u>RR-District</u> No more than three (3) accessory buildings are allowed per lot <u>RM and RH Districts</u> No limit to the number of accessory buildings per lot																														
Accessory Building Area	<u>All Residential Districts</u> The total area for accessory buildings shall not exceed 5% of total lot area or the area of the footprint of house, whichever is greater. <table border="1"> <thead> <tr> <th>Lot Size (Acres)</th><th>Allowable Lot Coverage</th></tr> </thead> <tbody> <tr><td>0-0.1</td><td>50%</td></tr> <tr><td>0.1-0.2</td><td>40%</td></tr> <tr><td>0.2-0.3</td><td>30%</td></tr> <tr><td>0.3-0.4</td><td>26%</td></tr> <tr><td>0.4-0.5</td><td>24%</td></tr> <tr><td>0.5-0.6</td><td>22%</td></tr> <tr><td>0.6-0.7</td><td>20%</td></tr> <tr><td>0.7-0.8</td><td>18%</td></tr> <tr><td>0.8-0.9</td><td>16%</td></tr> <tr><td>0.9-1.0</td><td>14%</td></tr> <tr><td>1.0-1.1</td><td>13%</td></tr> <tr><td>1.1-1.2</td><td>12%</td></tr> <tr><td>1.2-1.3</td><td>11%</td></tr> <tr><td>1.3+</td><td>10%</td></tr> </tbody> </table> <u>R3C, and RM and RH Districts</u> All Multifamily dwellings (5+ units) accessory structures fall under the specific districts lot coverage and not this table. Accessory buildings for the above computation shall include temporary real estate offices as part of new development and managed community buildings associated with homeowner associations.	Lot Size (Acres)	Allowable Lot Coverage	0-0.1	50%	0.1-0.2	40%	0.2-0.3	30%	0.3-0.4	26%	0.4-0.5	24%	0.5-0.6	22%	0.6-0.7	20%	0.7-0.8	18%	0.8-0.9	16%	0.9-1.0	14%	1.0-1.1	13%	1.1-1.2	12%	1.2-1.3	11%	1.3+	10%
Lot Size (Acres)	Allowable Lot Coverage																														
0-0.1	50%																														
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1.2-1.3	11%																														
1.3+	10%																														
Accessory Building Setbacks	For buildings 600 square feet and larger, the accessory building must meet yard setback requirements for the applicable zoning district. Accessory buildings under 600 square feet must be a minimum three feet (3') from side and rear property lines.																														

Table 4.1-8. Accessory Building Requirements

	All accessory buildings must be a minimum six feet (6') from other buildings on the lot. The setback for all accessory buildings may not be less than the front setback for the primary structure. Garage setback: Minimum eighteen feet (18') from any lot line to walls which include vehicle door(s), in any case the strictest setback requirement shall still apply. No accessory building shall be located in the required front yard setback.
Accessory Building Height Limit	16 feet (sidewall height)
Accessory Building Eaves	May not extend within two feet (2') of any property line or building.
Accessory Building Design Requirement	Accessory buildings in all single-family and multifamily residential districts shall be constructed with a complementary design to the principal dwelling(s) (i.e., similar wall materials and colors).

2. Section 3.1-4. B. 6. General Rules for Yard Setbacks Allowed Projections regarding allowing egress windows to project into setbacks

B. Allowed Projections

1. Eaves may extend into a minimum required side yard setback up to three feet (3') and into the minimum required front or minimum required rear yard to the extent of five feet (5'). Other projections such as oriel windows, sills, cornices, and other decorative works may not project beyond the point to which eaves may be projected. These limitations are applicable notwithstanding anything to the contrary in the Building Code of the Code of Ordinance.
2. An attached unroofed improvement above finished grade such as a porch, landing, or stairs and associated railings may project beyond the eaves as long as the projection into a minimum required side yard setback does not exceed five feet (5') or up to two and one-half feet (2 ½') from the nearest side lot line, whichever is less, and as long as the projection into the minimum required front yard setback or minimum required rear yard setback does not exceed ten feet (10'). The projections allowed Section 3.1-4(B)(2) are not permitted with development on a lot platted after the adoption date of this ordinance April 5, 2021.
3. An awning may project into a minimum required yard two-thirds (2/3) of the height of the window it protects or up to two and one-half feet (2 ½') from the nearest lot line, whichever is less. Awnings may cover the entirety of any attached unroofed improvement above finished grade (such as a porch, landing, or stairs and

associated railings) and any attached deck.

4. Swimming pools shall be subject to the same location and setback requirements as accessory buildings.
5. Lamp posts with a maximum height of ten feet (10'), and flag poles up to maximum height allowed in the base district may be located within required yards or platted building setback, provided they are set back at least five feet (5') from the property line. The spread of a flag, when fully extended, shall not extend onto public right-of-way.
6. Landings and accessible ramps are permitted to project into the front setback up to zero feet (0'). **Egress Windows are allowed to project into the front, side, and rear yard up to zero feet (0').** The landing and accessible ramp must be the minimum size and minimum projection into the setback necessary to provide accommodation. This provision is applicable subject to compliance with the Building Code of the Code of Ordinance and Section 3.1-11, related to Visibility Triangle.

3. Section 3.1-10. D. 3. Replacing language in the LDO regarding Ornamental Lighting

Delete Section 3.1-10.D.3 of the Land Development Ordinance (LDO) and replace with the following:

~~Ornamental or thematic lighting in the Minot downtown area, planned unit developments, partnering project as with Minot Park District, and other special projects, provided that such lights do not exceed sixteen feet (16') in height. Ornamental lights in excess of sixteen feet (16') high may be approved for specific design purposes by the Community Development Director.~~

~~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.~~

4. Chapter 6.2 – Parking Table text changes regarding minimum parking requirements for industrial zones and maximum parking requirements for the auto servicing sector

Commercial Uses			
Use Category	Example Use Types	Minimum Requirement	Maximum Requirement
Adult Entertainment Center	Adult Bookstore, Adult Cinema, or Adult Entertainment	5 spaces per 1,000 SF	6 spaces per 1,000 SF

	Facility		
Commercial Recreation	Commercial Recreation Indoor - Multipurpose recreational facility or tennis/racquet club	1 space per 1,000 SF	3 spaces per 1,000 SF
	Commercial Recreation Indoor - Fitness club	3 spaces per 1,000 SF	5 spaces per 1,000 SF
	Commercial Recreation Indoor - Bowling Alley	3 spaces per alley, plus additional parking calculated separately for restaurants and other related uses	5 spaces per alley, plus additional parking calculated separately for restaurants and other related uses
	Commercial Recreation Outdoor	Per site plan	
Food and Drink	Brew Pub, Cocktail Lounge, Bar, Winery	0.5 spaces per seat or 12 spaces per 1,000 SF, whichever requires the least spaces.	1 space per seat or 16 spaces per 1,000 SF, whichever requires the least spaces.
	Restaurant (Dine-in Only)	0.5 spaces per seat or 12 spaces per 1,000 SF, whichever requires the least spaces.	1 space per seat or 16 spaces per 1,000 SF, whichever requires the least spaces.
	Restaurant (Drive-thru)	0.5 spaces per seat or 13 spaces per 1,000 SF, whichever requires the least spaces.	1 space per 0.75 seat or 16 spaces per 1,000 SF, whichever requires the least spaces.
Motor Vehicle Uses	Auto Repair	2 spaces per 1,000 SF	3 spaces per 1,000 SF No Maximum
	Auto Maintenance; Oil Change Facility	2 spaces per service bay	3 spaces per service bay No Maximum
	Car Wash	2 stacking spaces per service bay	3 stacking spaces per service bay
	Convenience Store/Fuel Station	5 spaces per 1,000 SF	7 spaces per 1,000 SF
	Motor Vehicle Sales (Cars, Boats, RVs, Motorcycles, etc.)	2 spaces per 1,000 SF	5 spaces per 1,000 SF

Industrial Uses			
Use Category	Example Use Types	Minimum Requirement	Maximum Requirement
General Industry	Construction Yards	NA	NA
	Manufacturing, fabrication, processing, assembly, and packaging facilities	0.75 spaces per employee per peak shift	1 space per employee
	Research Park	0.75 spaces per employee per peak shift	1 space per employee
	Sales or service of industrial, agricultural, and construction equipment and semi-trucks	1 space per 1,000 SF of retail area, plus 0.75 spaces per employee per peak shift	2 spaces per 1,000 SF, plus 0.75 spaces per employee per peak shift
Heavy Industry	Construction Batch Plant (Permanent)	0.75 spaces per employee per peak shift	1 space per employee per peak shift
	Construction Batch Plant (Temporary)	0.75 spaces per employee per peak shift	1 space per employee per peak shift
	Grain Elevators	0.75 spaces per employee per peak shift	1 space per employee per peak shift
	Manufacture or storage of fertilizer, petroleum, and similar hazardous materials and	0.75 spaces per employee per peak shift	1 space per employee per peak shift
	Mining or extraction of oil, mineral, or aggregate resources	NA	
	Stockpiling of Aggregate or Dirt Fill Not Associated with Active Development Project	NA	
Warehousing and Freight	Cargo Container Yards	0.75 spaces per employee per peak shift	1 space per employee
	Commercial Self Storage	Drive aisles between and around storage buildings must be 30 feet to accommodate through traffic and parking outside individual storage units plus parking figured separately for office and/or on-site security personnel residences, etc. residences, etc.	No Maximum

Industrial Uses Continued			
Use Category	Use Category	Use Category	Use Category
Warehousing and Freight	Warehousing (Enclosed)	0.75 spaces per employee per peak shift	1 space per employee per peak shift
	Warehousing (Open)	0.75 spaces per employee per peak shift	1 space per employee per peak shift
	Railroad Terminals and Truck Terminals	0.75 spaces per employee per peak shift	1 space per employee per peak shift
Waste-Related Uses	Salvage Yards	0.75 spaces per employee per peak shift	1 space per employee per peak shift
	Landfill	0.75 spaces per employee per peak shift	1 space per employee per peak shift
	Recycling Collection and Processing	0.75 spaces per employee per peak shift	1 space per employee per peak shift
	Sewer or Flood Protection Pumps	NA	
	Sewage Treatment Plant/Lagoons	0.75 spaces per employee per peak shift	1 space per employee per peak shift

Industrial Uses			
Use Category	Example Use Type	Minimum Requirement	Maximum Requirement
Any Industrial use found in Table 2.2		No Minimum	No Maximum

5. Section 6.1-2. F. 1. b. regarding a minor text correction

F. Alternative Parking Strategies and Reductions

1. Shared Parking

- a. Parking spaces required by this section may be shared by two or more buildings or uses if it reasonably appears that ordinarily the patrons of one building or use will not use the spaces at the same time as the patrons of the other buildings or uses involved in the sharing agreement. For example, a retail store sharing parking spaces with a church, theater, or an event center sharing parking spaces with a bank.

- b. Shared parking allowed by this section shall not be separated from the uses or buildings ~~by any public street or where such that~~ it is unreasonable to expect people to park in those areas due to distance or traffic and shall not exceed a distance of three hundred feet (300') from the entrance to the building or use served by the parking lot or structure.
- c. This alternative parking strategy requires that all participating parties must enter into a written agreement providing for the sharing of parking spaces as herein provided for a period of time co-extensive with the projected lifetime of the building or uses sharing the parking. The written agreement shall be recorded in the office of the Ward County Recorder before a certificate of occupancy is issued.

6. Section 12.2-2. A & B Application; Application Fee; Application Review Process regarding a minor text correction to reflect the new online application system functions and process.

Section 12-2.2. Application; Application Fee; Application Review Process

- A. An ~~written~~ application for approval of a storm water management plan shall be ~~filed with submitted to~~ the City Engineer.
- B. One ~~set of legible printed copies and one~~ digital copy (pdf) of the drawings, report and any additional required information shall be submitted. Plans shall be prepared to a scale appropriate to the site of the project and suitable for performing the review.
- C. The application shall be accompanied by a processing and approval fee. In the case of complex applications or regional storm water facilities, which require additional staff review time, a secondary fee schedule will be used. Fees under this subsection shall be established by resolution of the City Council.
- D. The City Engineer shall approve, approve with conditions, or deny the application for approval of the storm water management plan. Any approval, approval with conditions, or denial of the storm water management plan shall be in writing.
- E. In passing judgment on a proposed storm water management plan, the City Engineer shall consider the fidelity of the plan to the principles and procedures set forth in Section 12.2-2.



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: October 21, 2024

SUBJECT: 2024-08-04 FUTURE LAND USE MAP AMENDMENTS

I. RECOMMENDED ACTION

It is recommended City Council approve the Future Land Use Map Amendments in alignment with the Planning Commission recommendations as provided by Attachment A, B, and C.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The properties to be reassessed for future land use designations are the industrial properties located north of Highway 2 E between 55th St. SE and 86th St. SE, commercial properties south of Highway 2 & 52 Bypass E. between 29th Ave SE and 13th St. SE and various properties along the Souris River that were never given a Future Land Use Map designation.

B. Proposed Project

Future Land Use Map Amendments

C. Recommendation Detail

It is recommended City Council approve the Future Land Use Map Amendments in alignment with the Planning Commission recommendations as provided by Attachment A, B, and C.

IV. IMPACT

A. Aspirations

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

N/A

Project Costs

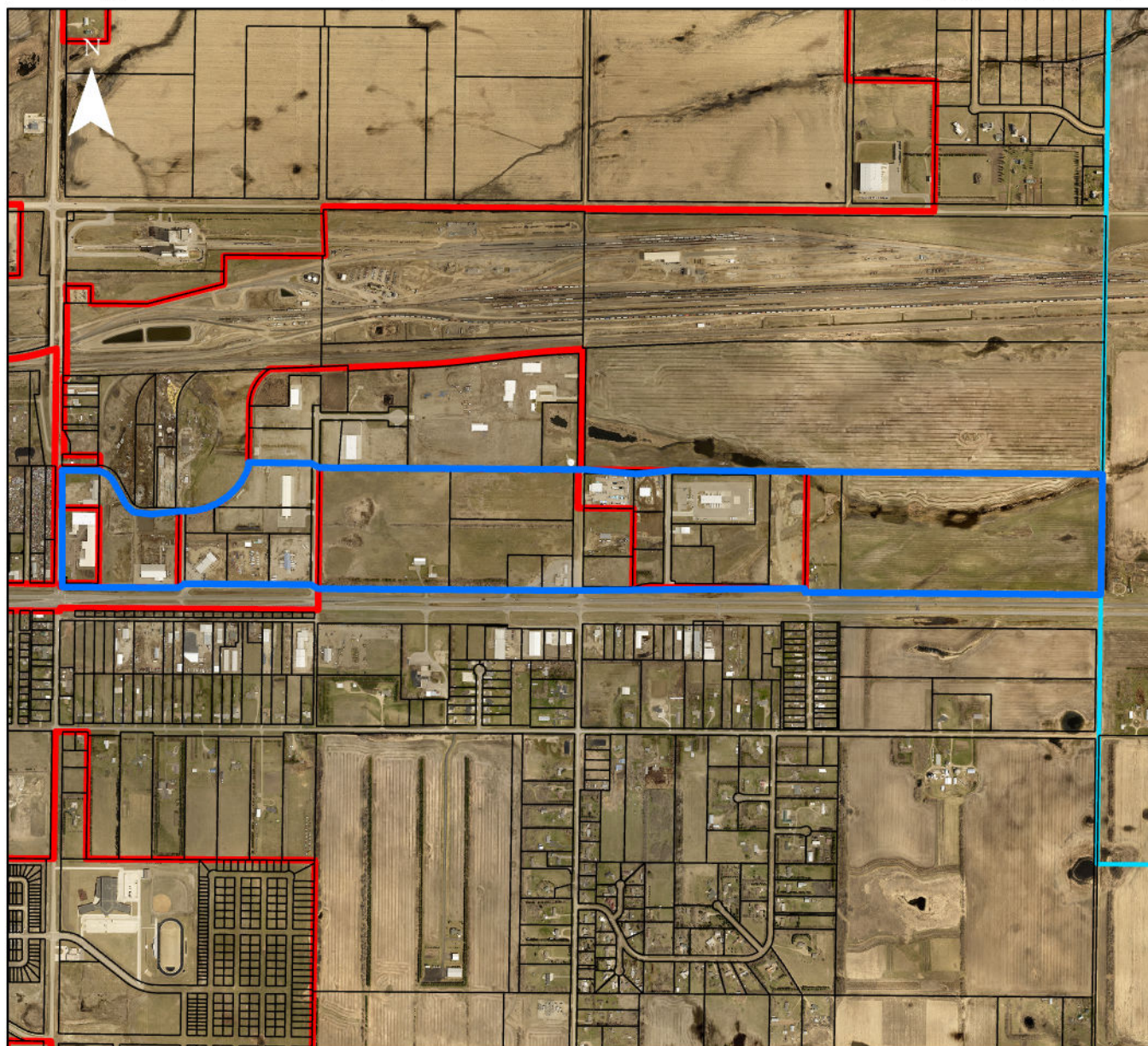
N/A

Project Funding

N/A

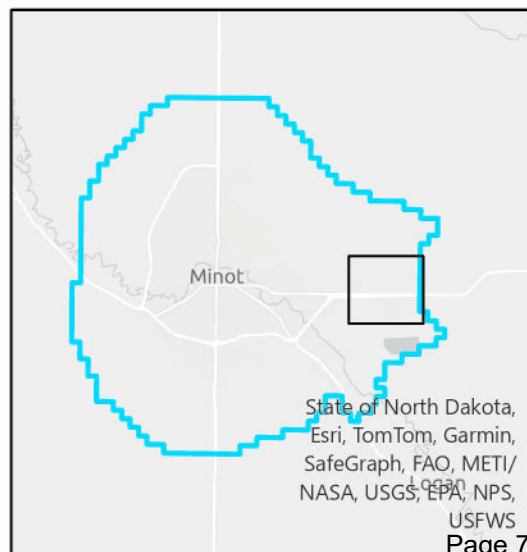
VI. ALTERNATIVES

Council may approve with conditions or deny the request.

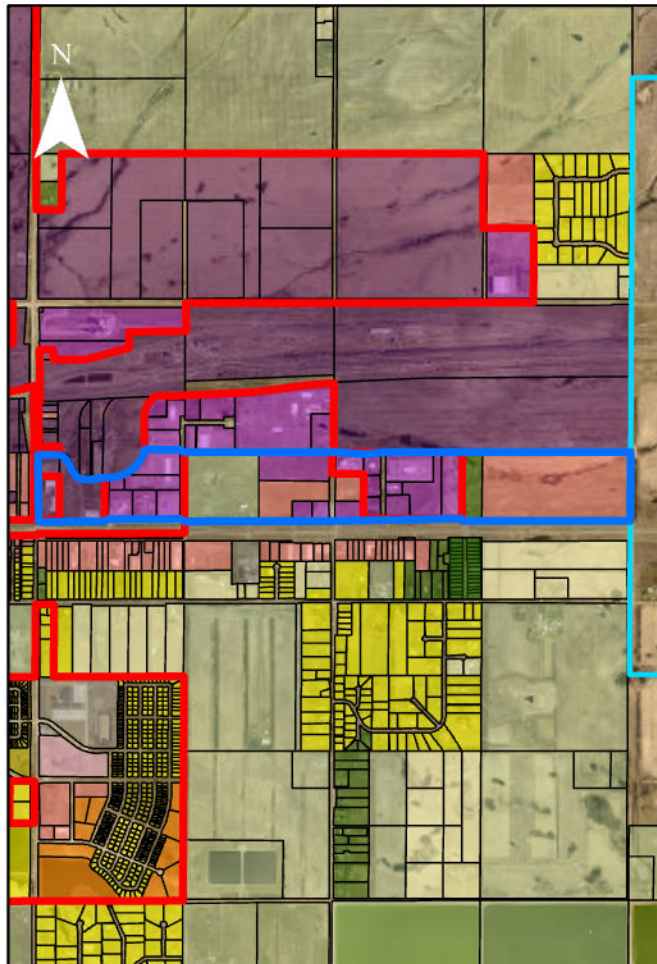


0 1,000 2,000 4,000 Feet

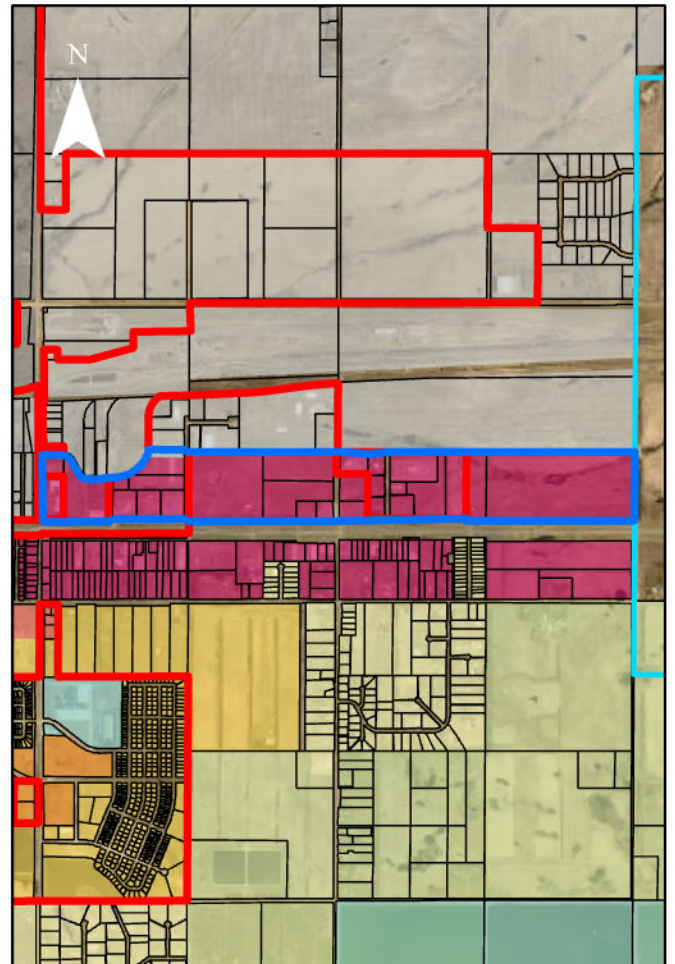
- Two Mile Boundary
- City Limits
- Case # 2024-08-04
Industrial HWY 2



ZONING



FUTURE LAND USE



0 1,500 3,000 6,000 Feet

Zoning

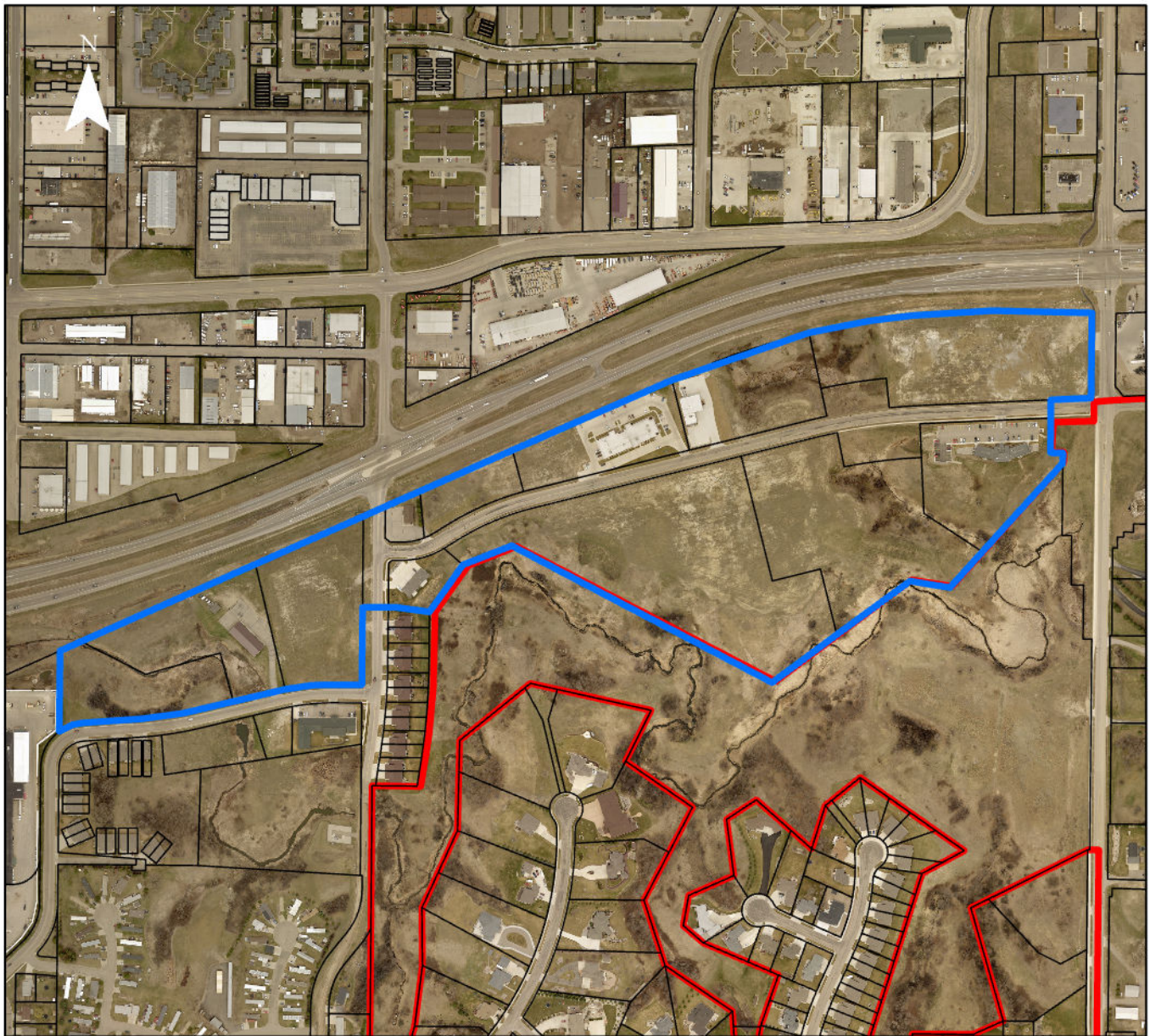
	AG
	C1
	C2
	M1
	M2
	MH
	P
	R1
	R2
	R3
	RR

Both Maps

Case # 2024-08-04
Industrial HWY 2

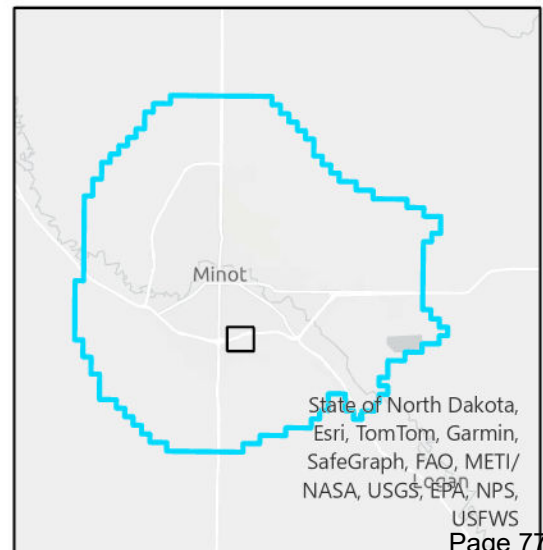
Land Use Type

	Light Industrial
	Agricultural and Open Space
	Rural Residential
	Suburban Residential
	Urban Residential
	Neighborhood Commercial
	Gateway Commercial
	Light Industrial
	Heavy Industrial
	Public Institutional

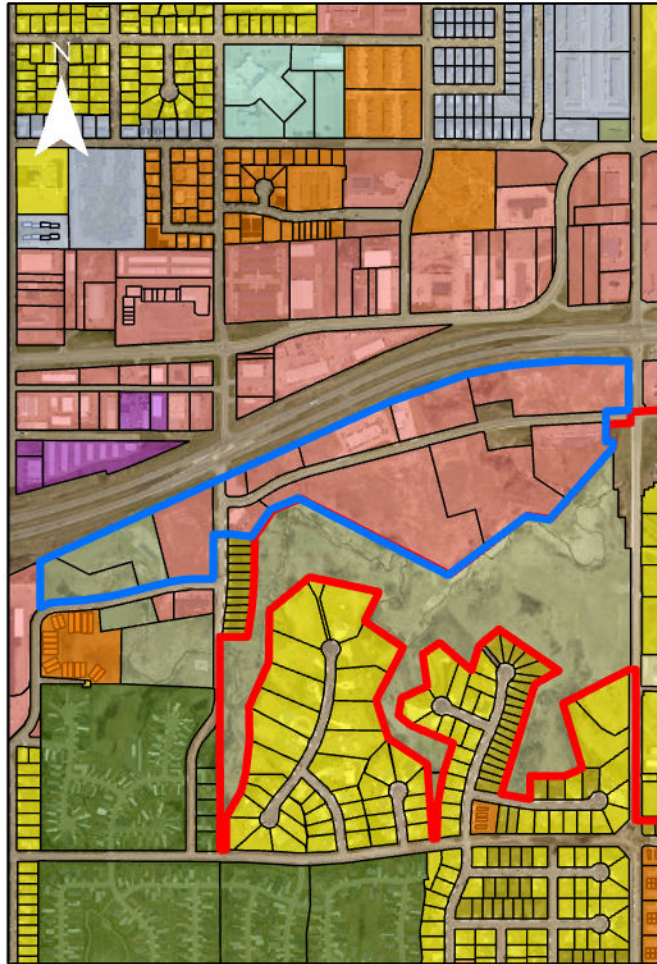


0 400 800 1,600 Feet

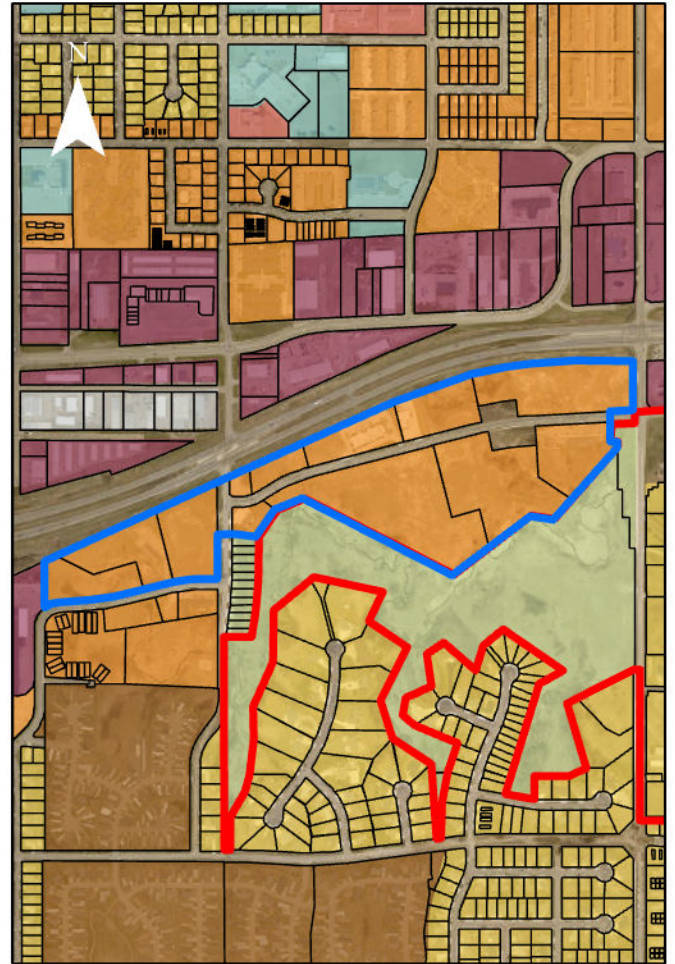
- Two Mile Boundary
- City Limits
- Case # 2024-08-04 HWY 2 & 52 Commercial



ZONING



FUTURE LAND USE



Zoning

	AG
	C2
	M1
	MH
	O
	P
	R1
	R2
	R3
	R3B
	R3C
	R4
	RR

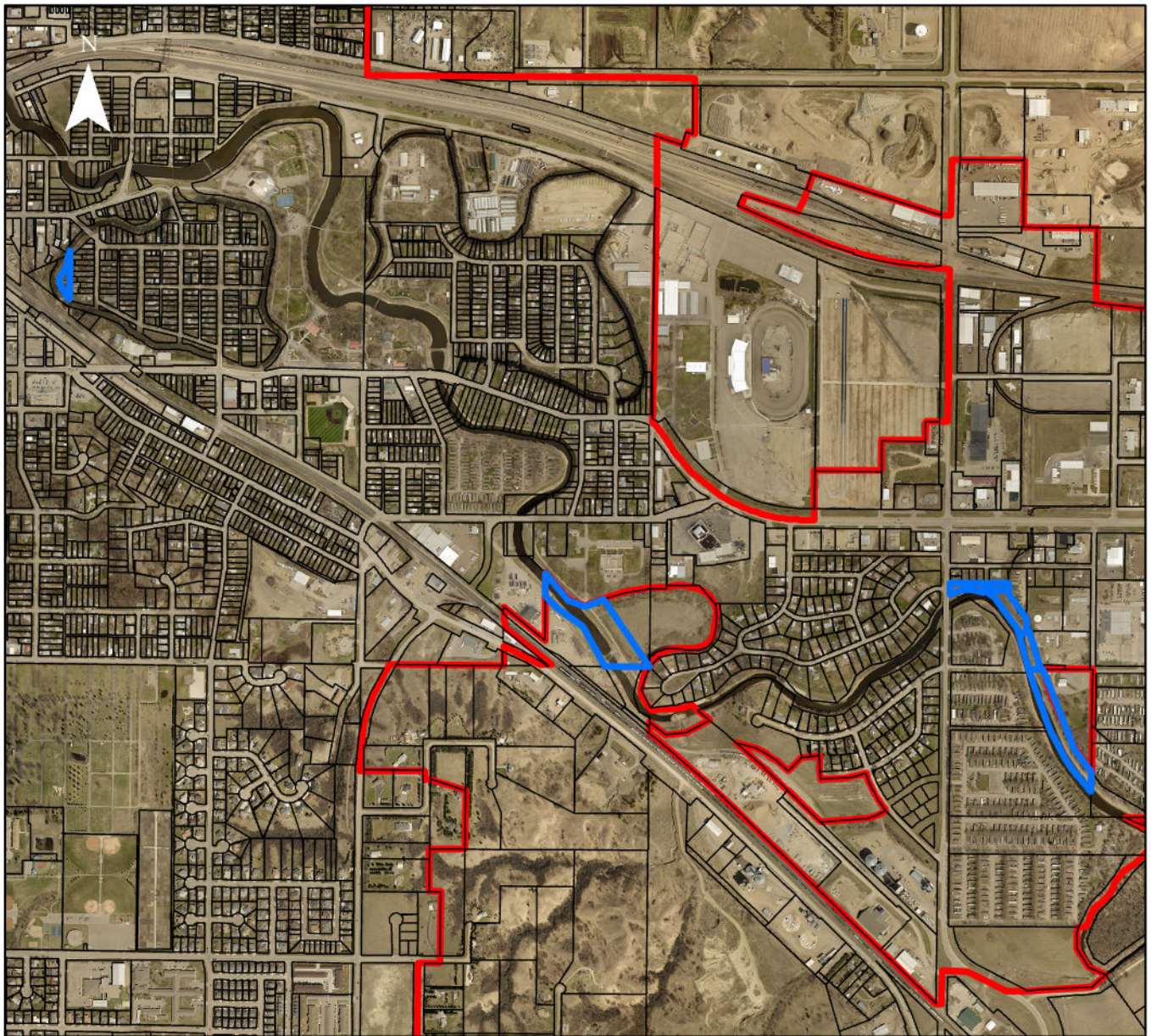
0 500 1,000 2,000 Feet

Both Maps

Case # 2024-08-04
 HWY 2 & 52
 Commercial

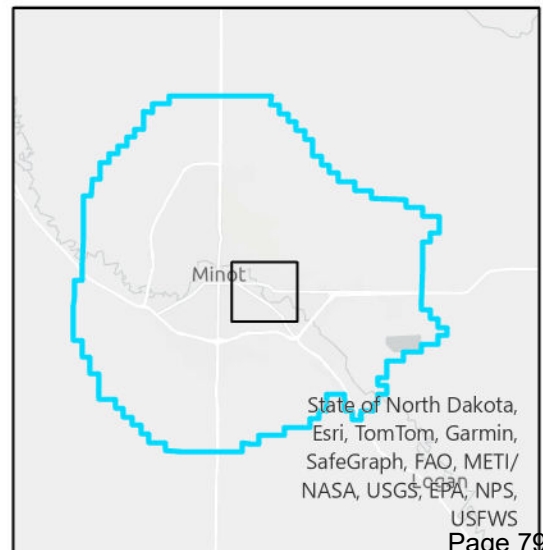
Land Use Type

	Public Institutional
	Suburban Residential
	General Commercial
	Neighborhood Commercial
	Urban Residential
	Light Industrial
	Agricultural and Open Space
	Suburban Residential
	Urban Residential
	Manufactured Home Community
	General Commercial

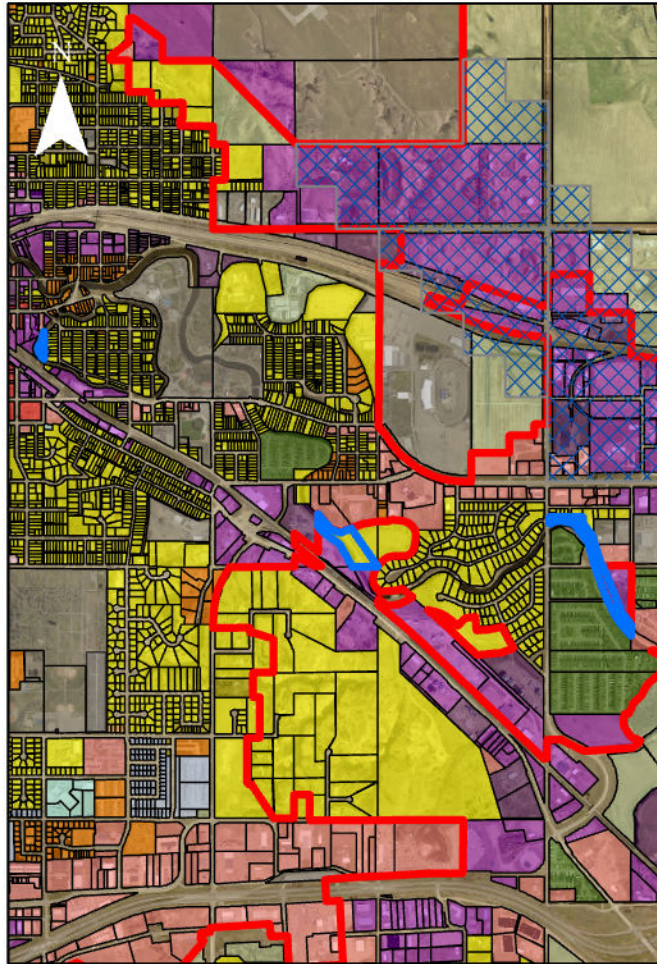


0 500 1,000 2,000 Feet

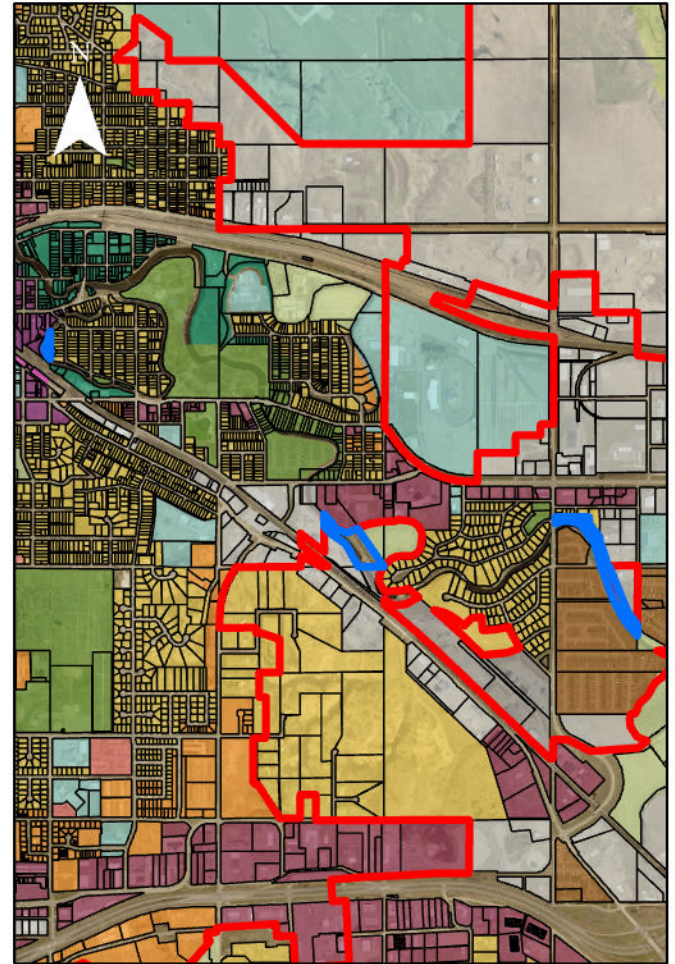
- Two Mile Boundary
- City Limits
- Case # 2024-08-04 River Properties



ZONING



FUTURE LAND USE



0 1,410,820 5,640 Feet

Land Use Type

Zoning



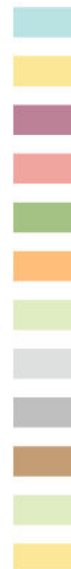
AG
C1
C2
CBD
M1
M2
MH
O
P



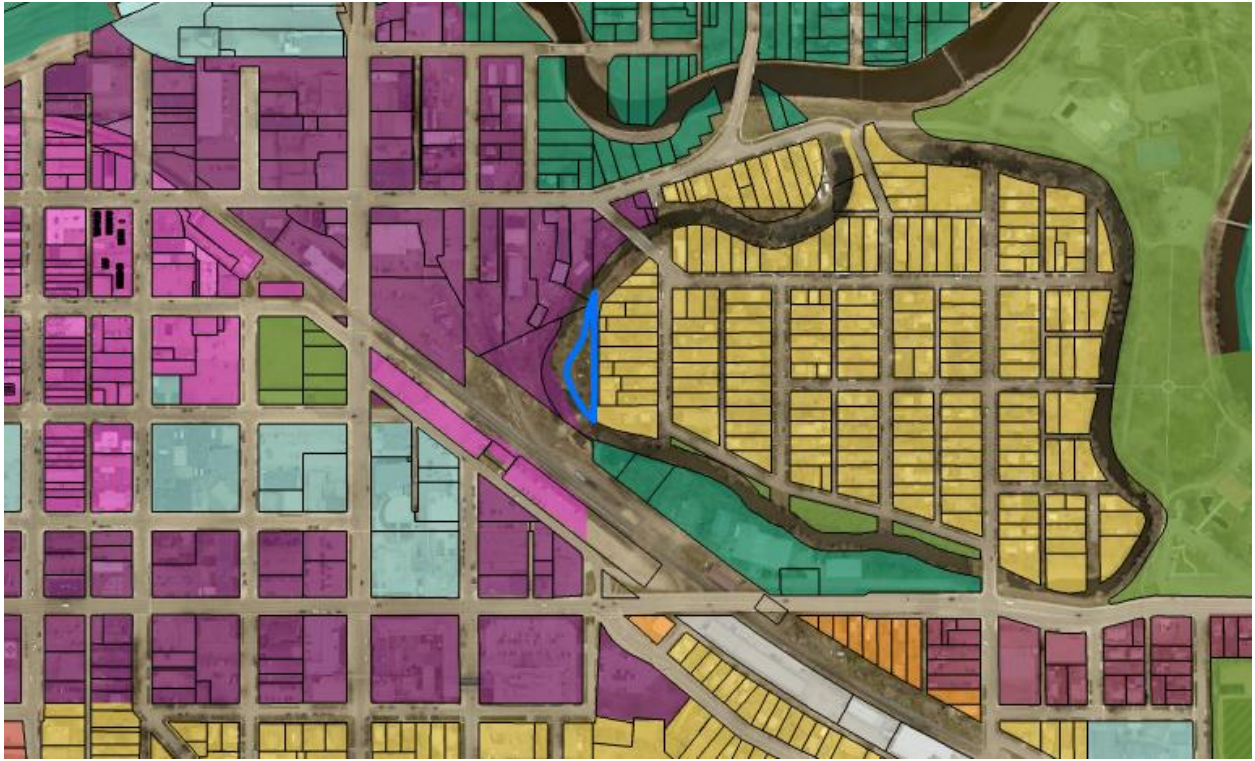
R1
R2
R2B
R3
R3B
RM
R3C
R4
RR

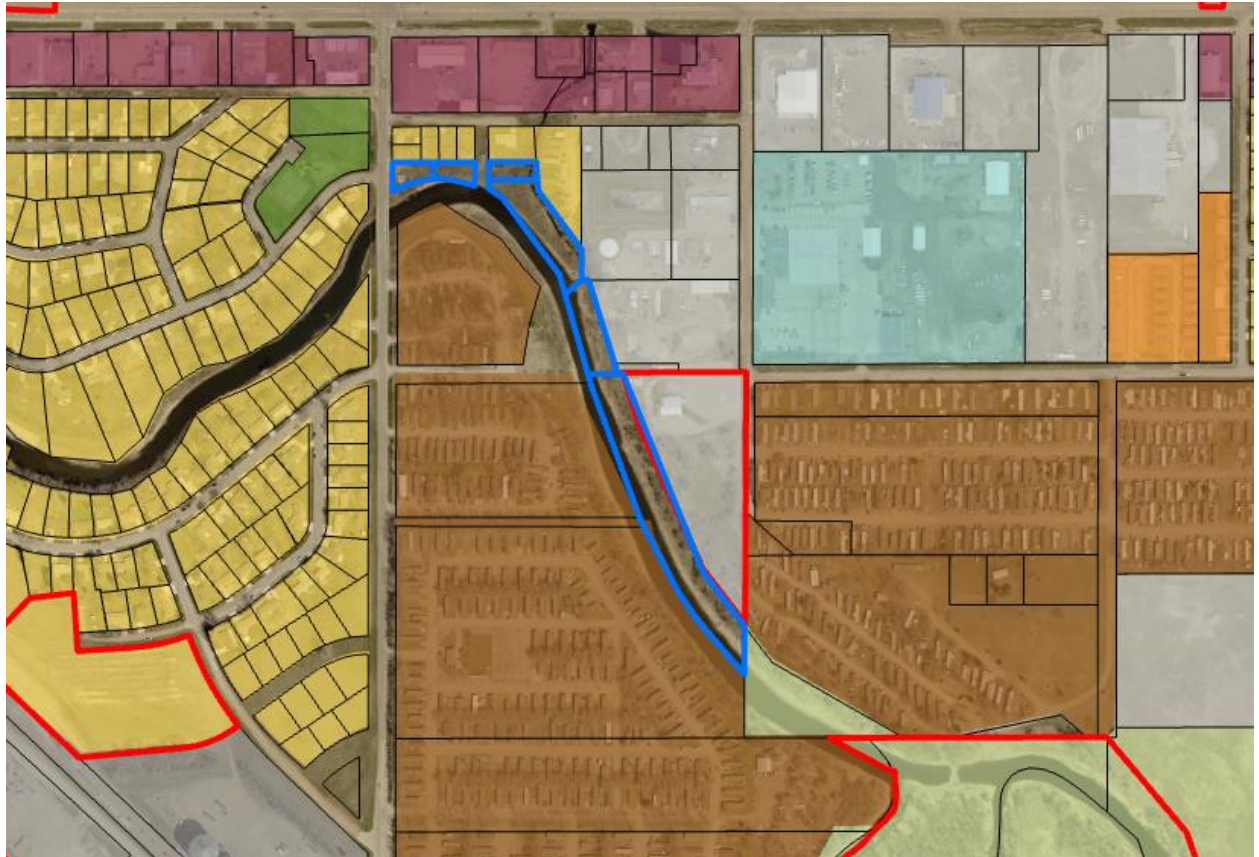
Both Maps

Case # 2024-08-04
River Properties



Public Institutional
Suburban Residential
General Commercial
Neighborhood Commercial
Parks And Recreation
Urban Residential
Ag And Open Space
Light Industrial
Heavy Industrial
Manufactured Home Community
Agricultural and Open Space
Suburban Residential







TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: October 21, 2024

**SUBJECT: 2024-08-05 CITY OF MINOT - MOOSE LODGE ADDITION -
PRELIMINARY PLAT**

I. RECOMMENDED ACTION

It is recommended City Council approve a major subdivision preliminary plat in alignment with the Planning Commission recommendations as provided in Attachment A.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The applicant seeks to subdivide an unplatted lot into two lots. The resulting lots conform to the dimensional standards of the underlying zoning district and, where applicable, overlaying zoning district.

B. Proposed Project

The subject property address is 400 9TH ST SW.

C. Recommendation Detail

It is recommended City Council approve a major subdivision preliminary plat in alignment with the Planning Commission recommendations as provided in Attachment A.

IV. IMPACT

A. Aspirations

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

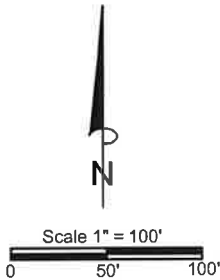
N/A

VI. ALTERNATIVES

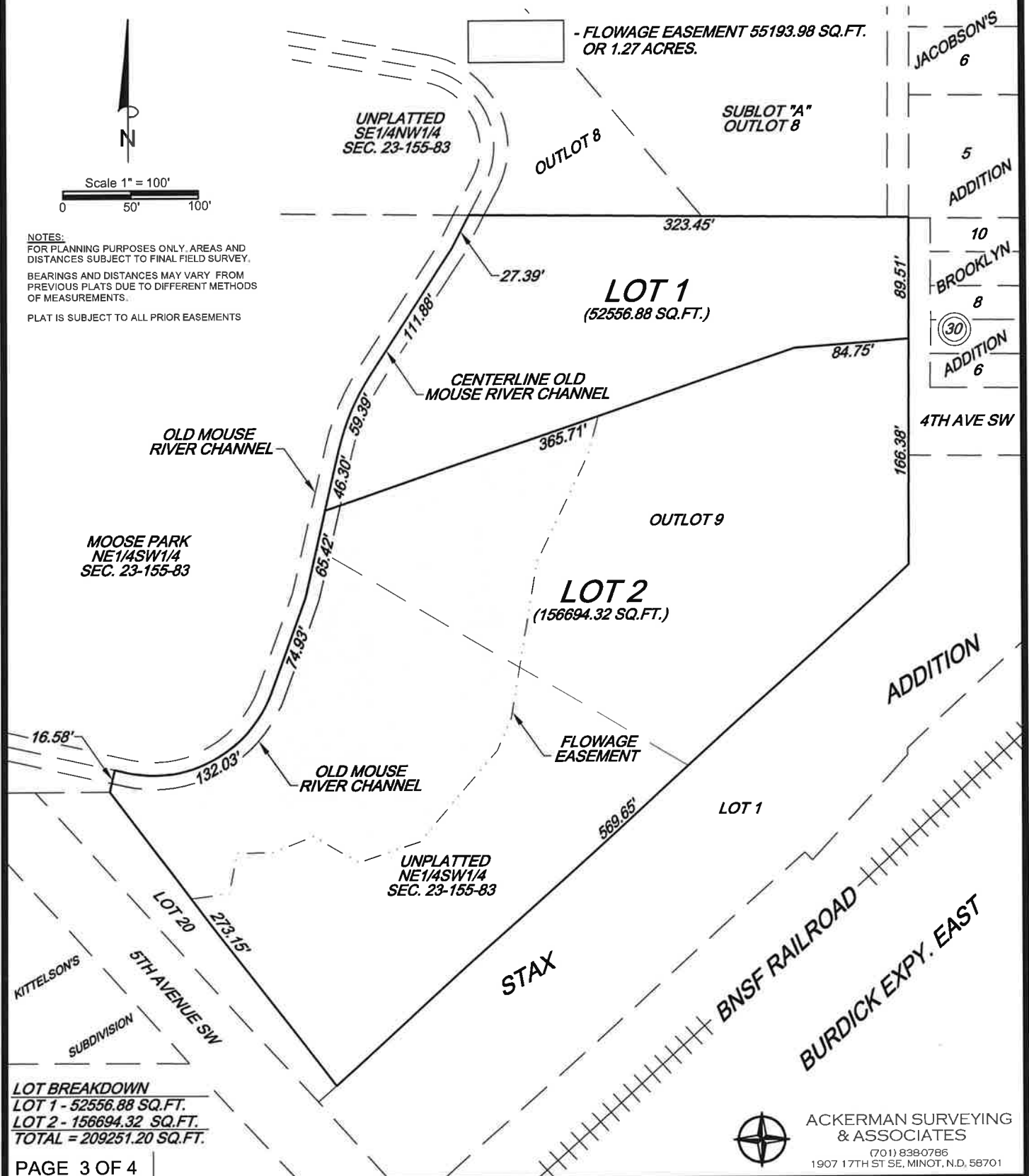
Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

PRELIMINARY PLAT OF MOOSE LODGE ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA
(BEING PORTION OF OUTLOT 9 AND A UNPLATTED PORTION OF NE1/4SW1/4, SECTION 23,
TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



NOTES:
FOR PLANNING PURPOSES ONLY. AREAS AND
DISTANCES SUBJECT TO FINAL FIELD SURVEY.
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS



ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

On October 2, 2024, a Special City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Ross called the meeting to order at 12:00 AM.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

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

MI-4 DISCUSSION

MI-4 (MAPLE DIVERSION) ALIGNMENT DISCUSSION

Houston Engineering discussed the railroad alignment options and how they reached an agreed upon alignment with CPKC and BNSF. Bridge alignments were the next thing Houston Engineering had to consider for this area in MI-4. The flood control alignment was next in line to consider where they were looking at levee options and flood wall options. This is the portion of the design where the parcels are discussed and acquisitions are being looked at. Lastly, Houston Engineering looked at other additional items such as traffic impacts and other refinements.

The current proposed plan for the MI-4 Maple Diversion area includes the acquisition of 11 properties. Houston Engineering presented another 3 options:

1. An option of more floodwalls, but we would still need 6 property acquisitions. It would be a \$5 million increase.
2. An option of discontinuing 2nd Ave and still using levee, but would still need 9 property acquisitions. It would be a \$1.4 million decrease.
3. An option of floodwalls instead of levees and discontinuing 2nd Ave, but would still need 5 property acquisitions. It would be a \$4.4 million increase.

Alderman Blessum asked about option E.2.1.D. This option would add cul-da-sacs in the area, there would be floodwall, and 2nd Ave would have a stop sign. If this plan were to be an option, Central Ave would no longer be a through roadway, but it preserves the most property acquisitions. There would be a saving in acquisitions, but the floodwall option is more expensive.

ADJOURNMENT

The motion to adjourn the meeting at 3:31 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 October 7, 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 5:31 PM.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

Mayor Ross, along with Col. Chapman's sons and soon to be Eagle Scouts, led the City Council in the Pledge of Allegiance.

MAYOR'S REPORT

Mayor Ross presented a letter of recognition to SSgt. Sally Dolenc for her dedication and help to our K9 handlers, along with the aid she provided to K9 Caspian on August 14, 2024.

PROCLAMATION FOR DOMESTIC VIOLENCE AWARENESS MONTH

Mayor Ross proclaimed October as Domestic Violence Awareness and Prevention Month. A representative from the Domestic Violence Center presented the Nancy Murphy Love Without Fear Award to MPD Officer Sara Kiss.

PROCLAMATION FOR FIRE PREVENTION WEEK 2024

Mayor Ross proclaimed October 6-12 as Fire Prevention Week in Minot.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council. Harold also discussed the RFP for pound services and mentioned a few citizens have reached out to give the City of Minot property, but staff does not see the point in taking over ownership of the property. John Van Dyke introduced himself to the City Council as the Central Dakota MPO Executive Director and do a brief overview on the MPO.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

PLANNING COMMISSION

CONSIDER THE REPORT OF THE PLANNING COMMISSION

CASE # 2024-07-03 - LIVINGSTON'S 7TH ADDITION - CONDITIONAL USE PERMIT APPEAL

The motion to move that the City Council find this public hearing notice was not done properly and will be brought back to City Council was initiated by City Council Member Jantzer, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

Alderman Olson mentioned if necessary a Special City Council meeting could be called if the item cannot be on the October 21, 2024 Regular City Council Meeting.

CONSENT ITEMS

The motion to approve consent items 6.1-6.16, 6.18, 6.20-6.21, 6.23, and 6.25 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.

CITY COUNCIL MINUTES - Approve the minutes of the September 16, 2024, Regular City Council meeting and the September 27, 2024, Special City Council meeting.

ORDINANCES - Approvethe following ordinances on second reading:

1. Ordinance No 5999 - Zoning Map Amendment - Minot First Addition

2. Ordinance No 6000 - 2024 BA - FY2022 SHSP-SHSG
3. Ordinance No 6001 - 2024 BA - SAFER Grant Writing Services
4. Ordinance No 6002 - 2024 BA - Employment Investigation Services
5. Ordinance No 6003 - Zoning Map Amendment - Thompsons Fifth Addition

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

1. Two Special Event Permits for the Spot (6 2nd St NE).
2. Special Event Permit for the Blue Rider (118 1st Ave SE).
3. Thirteen Special Event Permits for Sports on Tap (220 S Broadway).
4. Special Event Permit for Prairie Sky Breads (3 1st St SE).
5. Special Event Permit for the Dakota Lounge (1525 31st Ave SW).
6. Souris Valley Pheasants Forever to conduct a raffle on January 9, 2025 at Badlands Restaurant (21400 10th St SW).
7. Dakota College of Bottineau - Student Nurse Org. to conduct a calendar raffle in December 2024 at Dakota College of Bottineau Minot site (101 3rd Ave SW Suite 202).
8. X-Family Fundraising to conduct a calendar raffle in December 2024 at Johnson Residence (3920 10th St NE).
9. Minot Swim Club to conduct a raffle on February 2, 2025 at Magic City Campus (1100 11th Ave SW).
10. Taube Museum of Art to conduct a raffle on October 10, 2024 and November, 22, 2024 at the Taube Muesum of Art (2 N Main St).
11. Souris Valley Pheasants Forever to conduct a raffle on January 30, 2025 at Badlands Restaurant (21400 10th St SW).
12. Minot Soccer Association to conduct a calendar raffle in February 2025 at Vary Residence (1513 34th Ave SE).
13. Souris Valley Ducks Unlimited to conduct a raffle on September 26, 2024 at the Clarion Hotel Convention Center (2200 Burdick Exwy E).
14. Edison Elementary PTA to conduct a calendar raffle on October 31, 2024 through January 1, 2025 at Edison Elementary School (701 17th Ave SW).
15. Minot Family YMCA to play bingo and conduct a raffle on September 26, 2024 at the Sleep Inn & Suites Conference Room (2400 10th St SW).

BILLS, TRANSFERS, & PAYROLL - Approve the payroll for the period of August 25, 2024 through September 21, 2024 in the amount of \$2,520,587.47 and the bills and transfers for September in the amount of \$10,330,323.14.

48 NORTH CONCRETE CONSTRUCTION INC	\$24,677.00	302043	PRAIRIE SUPPLY	\$340.00	302259
ACME TOOLS	\$557.54	302044	PROTECH INTEGRATIONS, LLC	\$50.00	302260
ADVANCED BUSINESS METHODS	\$1,247.45	302045	PROVIDENT LIFE & ACC INS CO	\$901.50	302261
AMANO MCGANN, INC.	\$3,332.89	302046	RAFTELIS FINANCIAL CONSULTANTS, INC	\$10,907.00	302262
AMERICAN TRUCK & TRAILER, LLC	\$40.44	302047	RALPH'S PLUMBING	\$526.33	302263
AMERICAN WELDING & GAS, INC.	\$4,566.25	302048	RAPID FIRE PROTECTION, INC.	\$1,830.00	302264
ANGELO VOURNAS	\$300.00	302151	HANSEN, SARAH	\$17.28	302265
APEX ENGINEERING GROUP	\$4,134.00	302050	MCELYEA, SHAWN	\$9.63	302266
ASTECH	\$55,525.60	302051	MORGAN, KAYLA	\$25.44	302267
BAKER & TAYLOR BOOKS	\$6,659.46	302052	MUSSIO, ANNA	\$50.00	302268
BANK OF NORTH DAKOTA	\$1,023,726.60	100006160	ROSAL, ADAM	\$14.73	302269
BECHTOLD PAVING	\$17,532.50	302053	STANGA, SEAN	\$12.57	302270
BORDER STATES INDUSTRIES, INC.	\$2,890.62	302054	THORNE, ZACHARY	\$61.70	302271
Daniel Foster	\$575.00	302055	RESOURCE CONSULTANTS, LLC	\$11,142.54	302272
Mary Stevenson	\$1,350.00	302056	RMB ENVIRONMENTAL LABORATORIES	\$495.00	302273
Moose Lodge No.822	\$301,564.06	302057	ROLLKALL TECHNOLOGIES LLC	\$14.00	302274
Renae Alston & Victoria Hastings	\$100.00	302058	SANITATION PRODUCTS	\$12,351.16	302275
Russell Cantrell	\$675.00	302059	SHANE BALKOWITSCH	\$180.00	302170
CDM SMITH	\$117,792.25	302060	SHORT ELLIOTT HENDRICKSON, INC	\$42,045.00	302276
CLEAN TECH	\$200.00	302061	SIGNS TODAY	\$117.60	302277
CPS, LTD	\$81,875.13	302062	SMART PLANET SOFTWARE, LLC	\$539.73	302278
CURT'S STARTER & ALT. SERVICE	\$182.37	302063	SOLTIS BUSINESS FORMS CO.	\$643.65	302279
DACOTAH PAPER CO.	\$288.52	302064	SOURIS BASIN PLANNING COUNCIL	\$1,666.00	302280
DAKOTA FLUID POWER, INC.	\$22.62	302065	SOURIS RIVER JOINT WATER RESOURCE	\$24,363.31	302281
DAKOTALAND AUTOGLASS	\$50.00	302066	SRF CONSULTING GROUP	\$32,028.15	302282
DANIEL J HEALD	\$300.00	302106	STEEN CONSTRUCTION & ASSOCIATES	\$102,775.60	302283
DIG IT UP BACKHOE SERVICE	\$1,787.93	302067	SWANSTON EQUIPMENT COMPANIES	\$4,080.73	302284
EAPC	\$5,186.66	302068	TANDEM DOG TRAINING, LLC	\$1,500.00	302285
Aaron Peterson	\$47.20	302069	TECTA AMERICA	\$13,593.00	302286
Andrew Tancabel	\$47.20	302070	TED BOLTON	\$626.83	302173
Damon Druse	\$141.60	302071	TIMMONS GROUP	\$2,760.00	302287
Dan Lovelace	\$59.00	302072	UNIFORM CENTER	\$1,020.00	302288
Dustin Anderson	\$5.00	302073	UNITED MAILING SERVICE	\$3,076.79	302289
Dusty Schlecht	\$59.00	302074	VISIT MINOT	\$60,551.89	302290
Jacob Lentz	\$818.64	302075	WALLWORK TRUCK CENTER MINOT	\$6,064.11	302291
Jameson Hayden	\$47.20	302076	WARD COUNTY LAW ENF TRAINING C	\$2,000.00	302292
Jill Wheeling	\$316.40	302077	WEST FARGO RURAL FIRE DEPARTMENT	\$1,200.00	302293
Joshua Olson	\$47.20	302078	WESTLIE TRUCK CENTER	\$17,737.11	302294

Kyle Schill	\$241.50	302079	MATTSON CONSTRUCTION	\$329,317.85	302295
Ryan Kamrowski	\$141.60	302080	APEX ENGINEERING GROUP	\$154,100.23	302296
ENERBASE	\$24,293.84	302081	BECHTOLD PAVING	\$1,744.00	302297
ENVISIONWARE, INC	\$655.99	302082	Gina Dickens & Danielle Titel-Dickens	\$44.35	302298
FACTORY MOTOR PARTS	\$535.08	302083	Shareece Williams	\$1,150.00	302299
FASTENAL COMPANY	\$6.06	302086	CITY OF MINOT	\$20.00	302327
FERGUSON ENTERPRISES, INC.	\$16.56	302087	DAKOTA FENCE	\$74,507.38	302300
FIRST WESTERN INSURANCE	\$1,788.00	302088	DAKOTA FLUID POWER, INC.	\$32.27	302301
FLEETMIND SOLUTIONS, INC.	\$2,120.01	302089	ELDORADO NATIONAL - CALIFORNIA	\$177.37	302302
GALLS, LLC	\$390.99	302090	ENERBASE	\$5,201.90	302303
A & C Sales LLC	\$95.00	302091	FACTORY MOTOR PARTS	\$157.19	302304
Melvin Poppinga	\$1,100.00	302092	FASTENAL COMPANY	\$19.66	302305
North Dakota Child Support	\$10.00	302093	FERGUSON WATERWORKS #2516	\$85.14	302306
North Dakota Child Support	\$25.00	302094	GENERAL EQUIPMENT	\$82.51	302314
North Dakota Child Support	(\$10.00)	302095	Chaos Gaming	\$12.50	302307
Scheel's	(\$5.00)	302096	Katelynn Bowen	\$25.00	302308
Scheel's	\$5.00	302097	KMart	\$12.50	302309
U.S Postal Service	\$100.00	302098	Meaghan M Struckness	\$12.50	302310
WSI-ND Workforce Safety & Insurance	\$50.00	302099	North Dakota Child Support	\$12.50	302311
GENERAL TRADING	\$44.84	302100	North Dakota Child Support	\$45.00	302312
GRAINGER	\$88.62	302102	Rodney Neuhalphen	\$50.00	302313
GREAT PLAINS TECHNICAL SERVICES	\$14,451.90	302103	GENERAL TRADING	\$275.59	302315
HAWKINS, INC.	\$46,301.70	302105	GILLIG, LLC	\$180.02	302316
HES	\$1,545.00	302104	GRAINGER	\$57.92	302317
HOME OF ECONOMY	\$61.18	302107	GRANITE SPRINGS CO.	\$105.00	302318
HOUSTON ENGINEERING, INC.	\$66,531.17	302108	GRAYMONT WESTERN US INC.	\$118,973.33	302319
INLAND TRUCK PARTS CO	\$432.05	302109	H.A. THOMPSON & SONS, INC.	\$1,125.76	302320
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$624.56	302110	HAWKINS, INC.	\$16,977.84	302321
JIMS WELDING, INC.	\$125.00	302111	KEVIN'S PLUMBING & HEATING	\$146.65	302322
JOHN DEERE FINANCIAL	\$1,815.00	302101	MAIN ELECTRIC CONSTRUCTION	\$4,934.47	302323
KELLER PAVING AND LANDSCAPING	\$190,691.77	302112	MIDWEST TAPE	\$54.72	302324
KIM M SLOTSVE	\$300.00	302145	MINOT AUTO	\$128.08	302325
MARCO, INC.	\$211.75	302113	MINOT WELDING INC	\$302.50	302326
MDU	(\$4,737.72)	302114	MVTL LABORATORIES	\$25.00	302328
MENARDS	\$183.78	302115	NAPA AUTO PARTS	\$793.55	302329
MIDWEST TAPE	\$25.49	302116	NDDEQ	\$754.47	302330
MINOT AUTO	\$374.92	302117	NORTHERN IMPROVEMENT COMPANY	\$5,401.04	302331
MINOT CHIROPRACTIC HEALTH CENTRE, PLLP	\$412.80	302118	NORTHERN TESTING	\$455.00	302332
MINOT EMPLOYEE DONATIONS	\$804.01	302119	NORTHWEST TIRE AND RETREAD	\$1,373.13	302333
MINOT PARK DISTRICT	\$77,409.68	302120	NYBAKKEN BODY SHOP	\$45.00	302334
MINOT SYMPHONY ASSOCIATION, INC	\$250.00	302121	O'REILLY AUTO PARTS	\$96.84	302335
MR. LAWN	\$80.00	302122	PRINGLE & HERIGSTAD, P.C.	\$1,455.00	302336
MUUS LUMBER	\$2.29	302123	RAILROAD MANAGEMENT COMPANY III,LLC	\$379.14	302337
MVTL LABORATORIES	\$1,370.00	302124	RALPH'S PLUMBING	\$315.00	302338
NAPA AUTO PARTS	\$1,422.42	302125	REAL TIME TRANSLATIONS, INC.	\$153.00	302339
ND DEPT OF WATER RESOURCES	\$15,663.06	302126	ALVAREZ, BRIEL	\$35.95	302340
ND FIREFIGHTER'S ASSOCIATION	\$313.97	302127	FIMREITE, PAMELA	\$9.15	302341
NORTHWEST TIRE AND RETREAD	\$8,428.97	302128	HOUMI, ASHLEY	\$13.57	302342
O'REILLY AUTO PARTS	\$140.59	302129	WOLOSHUN, DIMITRI	\$16.20	302343
OLSON & BURNS, PC	\$22,700.00	302130	SANITATION PRODUCTS	\$5,830.78	302344
PARKLAND USA CORPORATION	\$50,406.51	302085	SHORT ELLIOTT HENDRICKSON, INC	\$46,820.00	302345
PHIL SCHULTZ	\$400.00	302142	SIGNS TODAY	\$210.00	302346
POST CONSTRUCTION COMPANY	\$136,053.00	302131	SOURIS RIVER JOINT WATER RESOURCE	\$766,430.96	302347
PRINGLE & HERIGSTAD, P.C.	\$832.50	302132	STRATA CORPORATION	\$398,766.33	302348
PROCOLLECT	\$1,421.59	302133	SWANSTON EQUIPMENT COMPANIES	\$2,273.74	302349
RALPH'S PLUMBING	\$698.57	302134	TW ENTERPRISES, INC	\$594.16	302350
ACEVES, AXEL	\$14.90	302135	U.S. POST OFFICE	\$5,000.00	302351
EDWARDS, SCOTT D	\$58.94	302136	WALLWORK TRUCK CENTER MINOT	\$1,673.77	302352
HOLMES, TYLER R	\$10.27	302137	WESTLIE TRUCK CENTER	\$27,024.38	302353
INGERSON, ERIKA	\$7.85	302138	SOURIS BASIN PLANNING COUNCIL	\$5.00	140
MEYER, GARY	\$82.61	302139	SOURIS BASIN PLANNING COUNCIL	\$1,062.59	141
WILLIAMS, SANDRA	\$75.00	302140	Robbie Opperde	\$16,500.00	302354
SANITATION PRODUCTS	\$1,129.29	302141	Brian Horinka	\$352.30	302355
SERTOMA CLUB OF MINOT	\$500.00	302143	John Van Dyke	\$194.60	302356
SHORT ELLIOTT HENDRICKSON, INC	\$64,920.00	302144	SHORT ELLIOTT HENDRICKSON, INC	\$106,605.00	302357
STRATA CORPORATION	\$45,297.90	302146	VERENDRYE ELECTRIC	\$86,914.83	100006161
SWANSTON EQUIPMENT COMPANIES	\$2,656.99	302147	WAGNER CONSTRUCTION	\$1,027,083.00	302358
TRANE U.S. INC.	\$3,523.06	302084	WEX HEALTH, INC	\$285.60	100006165
U.S. POST OFFICE	\$5,000.00	302148	48 NORTH CONCRETE CONSTRUCTION INC	\$12,857.50	302359
VERIZON CONNECT NWF, INC.	\$513.39	302149	A-1 EVANS SEPTIC TANK SERVICE	\$220.00	302360
VISIT MINOT	\$26,532.63	302150	ACME TOOLS	\$560.79	302361
WAGNER CONSTRUCTION	\$245,708.00	302152	ADVANCED BUSINESS METHODS	\$1,247.45	302362
WALLWORK TRUCK CENTER MINOT	\$8,206.34	302153	AMERICAN TRUCK & TRAILER, LLC	\$221.69	302363
WARD COUNTY TREASURER	\$13,211.77	302154	BAKER & TAYLOR BOOKS	\$435.76	302364
WESTLIE FORD	\$78.28	302155	BALCO UNIFORM COMPANY, INC.	\$356.68	302365
WESTLIE TRUCK CENTER	\$1,158.58	302156	BECHTOLD PAVING	(\$30,566.99)	302366
WILBUR ELLIS	\$409.70	302157	BERT'S TRUCK EQUIPMENT INC	\$86.99	302367

XCEL	(\$41,891.68)	302158	BIBLIOTHECA, LLC	\$1,194.00	302368
XCEL	\$22.35	302159	BOLTON & MENK, INC	\$7,080.48	302369
ZACHARY JOHNSHOY	\$1,177.39	302049	BURLINGTON ELECTRIC	\$299.00	302370
WEX HEALTH, INC	\$8,036.44	100006168	BUTLER MACHINERY CO.	\$424.59	302371
96206.3	\$31,145.68	100006158	C&C PLUMBING AND HEATING	\$242.06	302372
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$13,479.60	100006155	Rayne Marie Olson	\$784.50	302373
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$218.00	100006156	Robin & Peggie Peltier	\$140.00	302374
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$278,424.55	100006157	CIVICPLUS	\$18,174.45	302375
ZOEFTIG LTD	\$1,109.00	100006161	CURT'S STARTER & ALT. SERVICE	\$714.70	302376
MINOT PARK DISTRICT	\$1,379.28	100006166	D & J EQUIPMENT SALES & SERVICE,	\$531.00	302377
1 CALL SEPTIC SERVICES, INC	\$15,382.62	302160	DACOTAH PAPER CO.	\$310.46	302378
48 NORTH CONCRETE CONSTRUCTION INC	\$19,525.00	302161	DAVIDSON CONSTRUCTION	\$68,450.00	302379
ACKERMAN ESTVOLD	\$214,434.40	302162	DECOMM VENTURES, LP	\$525.00	302380
ACME TOOLS	\$430.98	302163	DIG IT UP BACKHOE SERVICE	\$315,838.97	302381
ADP SCREENING & SELECTION SERVICES	\$141.96	302164	EAPC	\$1,710.53	302382
AMERICAN WELDING & GAS, INC.	\$6,037.50	302165	ELECTRIC PUMP	\$8,538.05	302383
APEX ENGINEERING GROUP	\$285,788.57	302166	Alec Takashige	\$272.20	302384
APH/AUTO VALUE	\$185.94	302167	Brian Billingsley	\$365.88	302385
ASCO POWER SERVICES INC	\$4,127.17	302168	Bryan Banfill	\$230.90	302386
BAKER & TAYLOR BOOKS	\$852.16	302169	Carmen Asham	\$94.40	302387
BECHTOLD PAVING	\$8,293.50	302171	Cody Lockyer	\$59.00	302388
BERVEN INDUSTRIES, LLC	\$7,726.64	302253	Daniel Raymond	\$729.00	302389
BLUESTONE CONSTRUCTION, INC.	\$1,215,184.90	302172	Eric Keller	\$59.00	302390
BURLINGTON ELECTRIC	\$3,445.00	302174	Jameson Hayden	\$88.50	302391
CAPFIRST EQUIPMENT FINANCE	\$9,222.58	302175	Jason Sorenson	\$287.27	302392
CAPITAL ONE	\$139.96	302176	Joe Cutaiair	\$697.64	302393
Amanda Somerville & Brenden McCloud	\$2,384.55	302177	Luke Tillema	\$135.70	302394
Amber Perry & Nicholas Flowers	\$294.00	302178	Nicole Robinson	\$697.64	302395
Brittini Madsen & Lucky Madsen Jr.	\$1,019.45	302179	Tom Joyce	\$1,697.02	302396
Heidi Squyres and Thomas Crawford	\$970.20	302180	ENERBASE	\$38,142.14	302397
John Cimino	\$147.00	302181	FACTORY MOTOR PARTS	\$702.52	302398
Morgan Gerst & Shannon Meana	\$974.40	302182	FASTENAL COMPANY	\$11.34	302400
Russell Cantrell	\$518.82	302183	FIRE EQUIPMENT CO.	\$386.50	302401
Tim & Gaylene Ryan	\$309.27	302184	FIRST INTERNATIONAL BANK & TRUST	\$748.00	302402
CITY OF MINOT	\$350.00	302247	FIRST WESTERN INSURANCE	\$62.00	302403
CURALINC, LLC	\$2,236.02	302185	FLEETMIND SOLUTIONS, INC.	\$3,002.67	302404
DAKOTA FIRE EXTINGUISHER	\$148.23	302186	FLEXIBLE PIPE TOOLS & EQUIPMENT	\$11,872.35	302405
DIG IT UP BACKHOE SERVICE	\$28,369.77	302187	G & P COMMERCIAL SALES	\$722.35	302406
DOMESTIC VIOLENCE CRISIS CENTER	\$1,161.21	302188	Jax & Henley	\$25.00	302407
ECOLAB PEST ELIMINATION DIVISION	\$551.18	302189	Kaitlyn M. Holman	\$20.00	302408
EIDE BAILLY LLP	\$1,785.00	302190	Marketplace Foods	\$5.00	302409
ELDORADO NATIONAL - CALIFORNIA	\$1,856.97	302191	Menards, Inc	\$60.00	302410
ELECTRO WATCHMAN, INC.	\$419.40	302192	Michaela Lynn Young	\$100.00	302411
Corbin Dickerson	\$1,702.13	302193	North Dakota Child Support	\$250.00	302412
Dave Rodman	\$413.55	302194	North Dakota Child Support	\$20.00	302413
Krystle Foster	\$55.28	302195	Shoe Carnival	\$5.00	302414
Lacie Bjertness	\$274.08	302196	Trinity Health Auxiliary	\$25.00	302415
Melissa Anderson	\$44.22	302197	GENERAL TRADING	\$173.41	302416
Michael Connole	\$436.58	302198	GERDAU RECYCLING	\$39.30	302417
Rondel Roteliuk	\$36.85	302199	GRAINGER	\$7.71	302419
Rondel Roteliuk	\$49.58	302200	GRANITE SPRINGS CO.	\$84.90	302420
Sheila Maragos	\$332.90	302201	HAWKINS, INC.	\$29,386.64	302421
Taylor Jensen	\$429.89	302202	HENDERSON PRODUCTS INC	\$963.47	302422
ENERBASE	\$5,961.17	302203	HOUSTON ENGINEERING, INC.	\$159,554.07	302423
ENERBASE	\$100.00	302204	HYDRO KLEAN	\$179,296.29	302424
FACTORY MOTOR PARTS	\$300.32	302205	IIA LIFTING SERVICES, INC	\$2,200.00	302425
FEDERAL EXPRESS	\$9.75	302207	INFORMATION TECHNOLOGY DEPARTMENT	\$3,695.65	302426
FERGUSON WATERWORKS #2516	\$1,180.17	302208	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$624.56	302427
FIRST DISTRICT HEALTH UNIT	\$53,000.00	302209	JOHN DEERE FINANCIAL	\$508.58	302418
FIRST INTERNATIONAL BANK & TRUST	\$748.00	302210	JOHNSON CONTROLS	\$485.24	302428
FLEETMIND SOLUTIONS, INC.	\$2,754.96	302211	KELLER PAVING AND LANDSCAPING	(\$2,419,661.22)	302429
GAPVAX, INC	\$165.18	302212	L-TRON CORPORATION	\$410.00	302430
BC/BS	\$30.00	302213	LUMACUVE AIRFIELD SIGNS	\$14,619.00	302431
Braxton Wynton	\$50.00	302214	MAIN ELECTRIC CONSTRUCTION	\$81,711.47	302432
Casey S. Skedsvold	\$25.00	302215	MDU	\$936.54	302433
Cashwise	\$13.00	302216	MELANIE MOORE	\$215.00	302437
Courtney Reyna	\$10.00	302217	MENARDS	\$7.68	302434
Keenan Lopez	\$10.00	302218	MINOT EMPLOYEE DONATIONS	\$806.79	302435
Lindsay Kreger	\$50.00	302219	MINOT PARK DISTRICT	\$60,473.76	302436
North Dakota Child Support	\$50.00	302220	MOWBRAY & SONS	\$368.58	302438
Shirley Asum	\$20.00	302221	MTI DISTRIBUTING CO.	\$154.54	302439
Target	\$200.00	302222	NAPA AUTO PARTS	\$5,553.27	302440
Teresa Hunt	\$25.00	302223	ND DEPT OF WATER RESOURCES	\$84,342.40	302441
GENERAL TRADING	\$608.10	302224	ND FRATERNAL ORDER OF POLICE	\$648.00	302442
GOETTLE LAW, PLLC	\$3,500.00	302225	NORTHWEST TIRE AND RETREAD	\$6,979.76	302443
HANSON'S EXCAVATING	\$9,657.68	302226	NOVA FIRE PROTECTION CO.	\$2,040.00	302444
HAWKINS, INC.	\$2,411.64	302227	OCLC	\$19,250.78	302445

HIGH POINT NETWORKS, LLC	\$2,933.90	302228	OLSON'S TOWING	\$521.63	302446
HOLLAND SUPPLY, INC	\$118.19	302229	OVERHEAD DOOR CO. OF MINOT	\$189.00	302447
HOUSTON ENGINEERING, INC.	\$13,878.45	302230	PARKLAND USA CORPORATION	\$969.43	302399
INSTITUTE FOR ENVIRONMENTAL ASSESSMENT	\$3,800.00	302231	POST BOARD	\$160.00	302448
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$631.40	302232	POST CONSTRUCTION COMPANY	\$235,014.57	302449
INTERSTATE BATTERY SYSTEM	\$1,171.60	302233	PRINGLE & HERIGSTAD, P.C.	\$847.50	302450
JIMS WELDING, INC.	\$227.40	302234	PROCOLLECT	\$466.40	302451
KELLER PAVING AND LANDSCAPING	\$102,839.58	302235	RALPH'S PLUMBING	\$188.09	302452
LISA NELSON	\$300.00	302252	RDO EQUIPMENT	\$72,230.01	302453
LOWES PRINTING, INC.	\$380.52	302237	REAL TIME TRANSLATIONS, INC.	\$129.00	302454
MAIN ELECTRIC CONSTRUCTION	\$108,118.87	302239	ROTARY CLUB OF MINOT	\$186.00	302455
MATTHEW BENDER & COMPANY, INC.	\$57.10	302236	SANITATION PRODUCTS	\$11,531.82	302456
MDU	\$125.42	302240	SHERWIN WILLIAMS	\$74.95	302457
MIDWEST VALVE SERVICES, LLC	\$2,634.23	302241	SIGN SOLUTIONS USA	\$4,792.86	302458
MINOT AREA CHAMBER EDC	\$46,637.50	302238	SOURIS RIVER JOINT WATER RESOURCE	\$2,026.94	302459
MINOT AREA COUNCIL OF THE ARTS, INC	\$3,333.33	302242	STRATA CORPORATION	\$102,096.13	302460
MINOT AUTO	\$242.82	302243	SUNDRE SAND & GRAVEL, INC.	\$14,796.49	302461
MINOT COMMISSION ON AGING	\$12,875.00	302244	SWANSTON EQUIPMENT COMPANIES	\$2,583.96	302462
MINOT EMPLOYEE DONATIONS	\$816.00	302245	THOMSON REUTERS-WEST PAYMENT CENTER	\$387.00	302463
MINOT PARK DISTRICT	\$4,000.00	302246	TRINITY HEALTH	\$1,217.89	302464
MOORE ENGINEERING, INC	\$1,715.11	302248	UNITED MAILING SERVICE	\$362.33	302465
MOWBRAY & SONS	\$109.00	302249	VISIT MINOT	\$20,756.90	302466
NAPA AUTO PARTS	\$1,453.32	302250	WALLWORK TRUCK CENTER MINOT	\$4,291.40	302467
ND FRATERNAL ORDER OF POLICE	\$675.00	302251	WARD COUNTY AUDITOR	\$22,450.00	302468
NINTEX USA, INC.	\$4,048.29	302254	WAYNE LARCOMBE	\$150.00	302469
NORTHWEST TIRE AND RETREAD	\$1,653.93	302255	WESTERN DAKOTA ENERGY ASSOCIATION	\$4,000.00	302470
OLSON'S TOWING	\$924.00	302256	WESTLIE FORD	\$234.84	302471
ONE CALL CONCEPTS, INC.	\$280.50	302257	WESTLIE TRUCK CENTER	\$1,338.64	302472
PARKLAND USA CORPORATION	\$26,783.04	302206	XCEL	(\$676.66)	302473
POST CONSTRUCTION COMPANY	\$277,622.55	302258			
			Total	8363303.63	

ALCOHOLIC BEVERAGE LICENSE - TRY THAI - Approve the Specialty Restaurant Beer license for Try Thai at 1524 S Broadway Ste 4A for the period of October 7, 2024 through December 31, 2024.

GAMING SITE AUTHORIZATION - PRAIRIE GRIT ADAPTIVE SPORTS - Approve the gaming site authorization for Prairie Grit Adaptive Sports to conduct games of chance during the licensing year of October 7, 2024, through June 30, 2025, at the Starving Rooster located at 30 1st St NE.

GAMING SITE AUTHORIZATION AMENDMENTS - MAGIC CITY LIONS – Approve the following amendments to the gaming site authorizations for October 7, 2024, through June 30, 2025, at the following locations with the Magic City Lions:

- Clarion Hotel (2200 E Burdick Exwy) *add a pull tab standard dispensing device*
- Rocking Horse Saloon & Sports Bar (2625 E Burdick Exwy) *removing the pull tab jar bar and adding a pull tab standard dispensing device*

MINOT PUBLIC LIBRARY - PROGRAMS & FURNITURE BUDGET AMENDMENT - Accept the donation from the Patrons of the Library group to enhance the Minot Public Library's offerings for the community and approve the budget amendment on first reading.

APPROVE FIRST AMENDMENT TO THE CARNEGIE CENTER LEASE AGREEMENT WITH MINOT AREA COUNCIL OF THE ARTS – Approve the first amendment to the Carnegie Center lease agreement with Minot Area Council of the Arts and authorize the Mayor to sign the amendment.

APPROVAL OF SPECIAL ASSESSMENT DISTRICT, LIGHTING DISTRICT # 65 - Approve the assessment roll for Lighting District # 65, project 4808.

APPROVAL OF SPECIAL ASSESSMENT DISTRICT, TRAFFIC SIGNAL DISTRICT 2022-1 – Approve the assessment roll for Traffic Signal District 2022-1, project 4727.

APPROVE 2024-2025 SCHOOL RESOURCE OFFICER PROGRAM MOU BETWEEN POLICE DEPARTMENT AND MINOT PUBLIC SCHOOL DISTRICT – Approve the MOU with Minot Public Schools and authorize the Mayor to sign the MOU.

APPROVE MOU BETWEEN MINOT POLICE DEPARTMENT AND ATF – Approve the updated MOU between the Minot Police Department and the ATF Task Force; authorize the Chief of Police to sign the updated MOU between the Minot Police Department and the ATF Task Force; and approve an ordinance amending the 2024 annual budget to increase the Police

Departments salary and benefits revenues for Bureau of Alcohol, Tobacco, Firearms and Explosives Joint Law Enforcement Task Force.

FACILITY USE AGREEMENT WITH MINOT PUBLIC SCHOOLS: MCKINLEY SCHOOL - Approve the rental agreement with Minot Public Schools and authorize the Mayor to sign the agreement.

NDDOT FFY2025 TRAFFIC SAFETY GRANT (2025000003-202500007) FOR POLICE DEPARTMENT – Approve the proposed ordinance for the FFY2025 NDDOT Traffic Safety Division grant on the first reading and authorize the Mayor to sign the grant agreement accepting the grant award.

BUDGET AMENDMENT - 1500 20TH AVE SW PERMANENT EASEMENT (4802) – Approve the budget amendment on first reading.

2024 STREET IMPROVEMENT MILL AND OVERLAY - FINAL PAYMENT (4802.2) – Approve the final payment of \$16,951.49 to be paid to Bechtold Paving, Inc.

16TH ST CLOSURE SILL REPAIR - FINAL PAYMENT - Approve the final payment for the 16th St. Closure Sill Repair Project to Keller Paving and Landscaping, Inc. in the amount of \$107,371.48.

APPROVAL OF RESTRICTED COVENANTS ON PROPERTIES ACQUIRED FOR FLOOD PROTECTION – Authorize the Mayor and Finance Director to sign the restrictive covenants to satisfy DWR and HUD requirements.

TRANSIT CENTER ATM CONTRACT APPROVAL – Approve the contract for the ATM for the new Transit Center location and authorize the Mayor to sign all required documentation.

TRAFFIC CONTROL REVIEW FOR THE 5TH AVE SE AND 9TH ST SE INTERSECTION – Pass an ordinance to add stop control for 5th Avenue SE at its intersection with 9th Street SE.

16TH STREET SW RECONSTRUCTION ENGINEERING CONTRACT AMENDMENT 2 (4780)

The motion to approve contract amendment 2 with Apex Engineering Group in the amount of \$22,379.00 was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

LAND LEASE RENEWAL - LAVERNE MIKKELSON

The motion to approve the land lease extension with LaVerne and Kandi Mikkelson and authorize the Mayor to sign the agreement was initiated by City Council Member Blessum, seconded by City Council Member Pitner.

The motion to amend the original motion to remove the automatic renewal portion of the lease in the lease 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, Paul Pitner, Tom Ross, Scott Samuelson; nays: Lisa Olson.

The motion to amend the original motion to include terminology for either party to terminate the agreement with a 1-year notice was initiated by City Council Member Jantzer, 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 City Council returned to the original motion to approve the land lease extension with LaVerne and Kandi Mikkelson including the approved amendments and authorize the Mayor to sign the agreement was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Rob Fuller, Mark Jantzer, Lisa Olson; nays: Mike Blessum, Paul Pitner, Tom Ross, Scott Samuelson. The motion failed.

City Council provided direction to city staff to bring forth a bid package for the City Council to review.

FIRE ENGINE PURCHASE

The motion to approve the Fire Chief negotiate the purchase of two engines from Eden Prairie Fire Department and use the additional funding to purchase the necessary loose equipment for the engine to be in service and re-branding (lettering/graphics) of the engine was initiated by City Council Member Samuelson, 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.

BID AWARD FOR DEMOLITION FOR 2024-02 AND BUDGET AMENDMENT

The motion to award bid for contract 2024-02 for the demolition of 101 & 103 8th Ave SE and 112 8th Ave NW to Dig It Up for the low bid of \$53,000.00; authorize the Mayor to sign the contract; and approve the budget amendment on first reading 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.

ACTION ITEMS

FACADE IMPROVEMENT PROGRAM CASE # FI-14: 300 E. CENTRAL AVENUE

The motion to approve this application and authorize the Mayor to execute the contract prior to second reading of the budget amendment and approve the budget amendment on first reading 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.

FACADE IMPROVEMENT PROGRAM CASE # FI-13: 221 S. MAIN ST.

The motion to approve this application and authorize the Mayor to execute the contract prior to second reading of the budget amendment; and approve the budget amendment on first reading, contingent on documentation for automatic door waiver 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; nays: Scott Samuelson.

CUSTOMS AND BORDER PROTECTION (CBP) MEMORANDUM OF AGREEMENT (MOA) AND COST SIGN-OFF (CSO) REQUEST

The motion to direct staff to complete the negotiations for the MOA and CSO; approve the budget amendment as proposed on the first reading; and authorize the Mayor, Airport Director, Finance Director, and City Manager to complete and sign appropriate documents was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

APPROVE THE 2025 BUDGET ORDINANCE ON SECOND READING AND APPLICABLE RESOLUTIONS ESTABLISHING RATES, FEES, AND CHARGES

The motion to approve the 2025 budget ordinance on second reading and approve all applicable resolutions establishing rates, fees, and charges for various departments was initiated by City Council Member Blessum and seconded by City Council Member Pitner.

The motion to amend to adjust the landfill rate sheet as follows decrease Inert Commercial to \$37 per ton, decrease MSW Commercial to \$51 per ton and increase Single Stream Recycling to \$185 per ton 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.

The motion to amend the original motion to reduce the State Program Matching Funds in Sales Tax - Economic Development to \$250,000 and move the remaining \$750,000 to the primary sector bucket was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Scott Samuelson; nays: Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross. The motion to amend failed.

The motion to amend the original motion to remove \$559,650.00 from the 2025 budget funding MACEDC was initiated by City Council Member Samuelson, 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. The motion to amend failed.

Whereupon, the City Council returned to the original motion to approve the 2025 budget ordinance on 2nd reading and all applicable solutions with the amendments to the landfill rate sheet which 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, Paul Pitner, Tom Ross, Scott Samuelson; nays: Mark Jantzer, Lisa Olson.

LANDFILL CELL 7 - FINAL PAYMENT AND CONTRACT AMENDMENT

The motion to approve the final payment amount of \$182,324.40 to Wagner Construction and authorize the Mayor to sign the contract amendment for CPS, LTD was initiated by City Council Member Pitner, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

MREFPP MI-6B - CONCURRENCE OF BID AWARD

The motion to concur with the award recommendation by the SRJB to Park Construction, Inc for \$52,818,280.15 was initiated by City Council Member Jantzer seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Rob Fuller, Scott Samuelson.

INSPECTIONS DEPARTMENT PLAN REVIEW FEE RESOLUTION

The motion to adopt the Inspection Department Fee Resolution and authorize the Mayor to execute the resolution 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.

PERSONAL APPEARANCES

There were no personal appearances.

MISCELLANEOUS AND DISCUSSION ITEMS

The motion to direct staff to prepare a plan for performance or merit-based wage increases for the 2026 budget 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, Paul Pitner, Tom Ross, Scott Samuelson; nays: Lisa Olson.

The motion to direct staff to prepare an ordinance governing the city fund reserve levels to place lower and upper limits on reserve balances and provide a remedy when the reserves fall outside the limits was initiated by City Council Member Blessum, 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.

The motion to create an economic development plan committee consisting of 2 City Council Members and at least 5 other members nominated by the Mayor and approved by the City Council to study the economic development approach and programs of the city and provide recommendations and/or changes to the City Council was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Paul Pitner, Tom Ross, Scott Samuelson; nays: Lisa Olson.

ADJOURNMENT

The motion to adjourn the meeting at 10: 14 pm was initiated by City Council Member Pitner, seconded by 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

ORDINANCE NO. 5996

**AN ORDINANCE REZONING LOTS 1 AND 2, GREAT PLAINS ADDITION FROM “C2”
GENERAL COMMERCIAL DISTRICT TO “M1” LIGHT INDUSTRIAL DISTRICT.**

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

Section 1. That the property described below is hereby zoned **“M1” Light Industrial District**:

LOTS 1 and 2, Great Plains Addition

Section 2. The **“M1” Light Industrial 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:

August 19, 2024

PASSED SECOND READING:

October 21, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor

ORDINANCE NO: 6004

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
LIBRARY MEMORIAL REVENUES AND EXPENDITURES FOR THE SWEATER
WEATHER PROGRAM DONATION FROM THE PATRONS OF THE LIBRARY:**

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

- §1: Amend the 2024 annual budget to increase the library memorial revenues and expenditures for sweater weather program donation, Modular Furniture, Books, and 3D Printing Supplies from the patrons of the library:

21000000-36400		\$7,280
21067000-48206		7,280

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

PASSED FIRST READING: October 7, 2024

PASSED SECOND READING: October 21, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6005

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT SALARY AND BENEFIT REVENUES AND EXPENDITURES
FOR THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES
(ATF) JOINT LAW ENFORCEMENT OPERATIONS PROGRAM.**

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

- §1: An ordinance amending the 2024 annual budget to increase the Police department salary and benefit revenues and expenditures for Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Joint Law Enforcement Operations Program.

10020000-41300	2024200013	\$18,340
10020000-42210	2024200013	270
10000000-33400	2024200013	18,610

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

PASSED FIRST READING: October 7, 2024

PASSED SECOND READING: October 21, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6006

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT OVERTIME SALARY AND MEDICARE REVENUES AND EXPENDITURES FOR THE FY24-25 NDDOT NATIONAL HIGHWAY TRAFFIC SAFETY GRANT.

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

- §1: Amend the 2024 annual budget to increase the Police department overtime salary and medicare revenues and expenditures for the FY24-25 NDDOT National Highway Traffic Safety Grant:

10020000-41300	2025200003	\$3,449
10020000-42210	2025200003	51
10000000-33400	2025200003	3,500
10020000-41300	2025200004	9,855
10020000-42210	2025200004	145
10000000-33100	2025200004	10,000
10020000-41300	2025200005	2,483
10020000-42210	2025200005	37
10000000-33100	2025200005	2,520
10020000-41300	2025200006	9,933
10020000-42210	2025200006	147
10000000-33100	2025200006	10,080
10020000-41300	2025200007	3,744
10020000-42210	2025200007	56
10000000-33100	2025200007	3,800

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

PASSED FIRST READING: October 7, 2024

PASSED SECOND READING: October 21, 2024

APPROVED:

ATTEST:

Tom Ross, Mayor

MiKayla McWilliams, City Clerk

ORDINANCE NO: 6007

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
ENGINEERING DEPARTMENTS CAPITAL INFRASTRUCTURE FOR THE 2024
STREET IMPROVEMENTS PERMANENT EASEMENT AND APPROVE THE
TRANSFER OF FUNDS:**

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

- §1: Amend the 2024 annual budget to increase the engineering department's capital infrastructure for the street improvements permanent easement:

41038000-57600	2024380004	\$37,283
10038000-44508	2024380004	(37,283)
10038000-49124		37,283

- §2: Approve the transfer of funds:

10038000-49124		37,283
41000000-39101		(37,283)

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

PASSED FIRST READING: October 7, 2024

PASSED SECOND READING: October 21, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6008

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE INSPECTION DEPARTMENT NUISANCE ABATEMENT EXPENDITURES FOR THE STRUCTURE DEMOLITIONS AT 101/103 8TH AVE SE AND 112 8TH AVE NW AND APPROVE THE USE OF GENERAL FUND CASH RESERVES.

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

- §1: Amend the 2024 annual budget to increase the inspection department nuisance abatement expenditures for the structure demolitions at 101/103 8th Ave SE and 112 8th Ave NW, using general fund cash reserves:

10036000-44360		\$28,903
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: October 7, 2024

PASSED SECOND READING: October 21, 2024

APPROVED:

ATTEST:

Tom Ross, Mayor

MiKayla McWilliams, City Clerk

ORDINANCE NO. 6009

AN ORDINANCE ADDING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES; STOP SIGNS AND YIELD SIGNS.

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

Section 1. The following described intersections are hereby added to the list of City Council created traffic restrictions provided for in Section 20-2 (a) (2-a) – Stop Signs:

STOP STREET

5th Avenue SE

AT ITS INTERSECTION WITH

9th Street SE

Section 2. This ordinance shall be in full force and effect from and after its approval, passage and proper sign posting.

Section 3. 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:

October 7, 2024

PASSED SECOND READING:

October 21, 2024

APPROVED:

Thomas Ross, Mayor

ATTEST:

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6010

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
SALES TAX ECONOMIC DEVELOPMENT EXPENDITURES FOR THE FAÇADE
IMPROVEMENT APPLICATION (FI-14).**

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

- §1: Amend the 2024 annual budget to increase the sales tax economic development expenditures for the façade improvement application (FI-14):

25172000-48100		\$180,000
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: October 7, 2024

PASSED SECOND READING: October 21, 2024

APPROVED:

ATTEST:

Tom Ross, Mayor

MiKayla McWilliams, City Clerk

ORDINANCE NO: 6011

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
SALES TAX ECONOMIC DEVELOPMENT EXPENDITURES FOR THE FAÇADE
IMPROVEMENT APPLICATION (FI-13).**

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

- §1: Amend the 2024 annual budget to increase the sales tax economic development expenditures for the façade improvement application (FI-13):

25172000-48100		\$18,626
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: October 7, 2024

PASSED SECOND READING: October 21, 2024

APPROVED:

ATTEST:

Tom Ross, Mayor

MiKayla McWilliams, City Clerk

ORDINANCE NO: 6012

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO ADJUST THE
AIRPORT OPERATING AND CAPITAL EXPENDITURES FOR THE CUSTOMS
AND BORDER PATROL OFFICE AND EQUIPMENT UPDATE.**

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

§1: An ordinance amending the 2024 annual budget to adjust the Airport operating and capital expenditures for the CBP office and equipment update:

11050000-46102	2024500007	\$12,239
11050000-44350	2024500007	22,013
11050000-57500	2024500007	27,926
11050000-43050		(15,000)
11050000-44320		(15,900)
11050000-44327		(10,000)
11050000-44400		(1,500)
11050000-45400		(5,000)
11050000-46101		(1,778)
11050000-46117		(5,000)
11050000-46220		(8,000)

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

PASSED FIRST READING:

October 7, 2024

PASSED SECOND READING:

October 21, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: October 21, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Special Event Permit for The "O"riginal Bar and Nightclub (720 N Broadway).**
- 2. Two Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 3. Special Event Permit for Sports on Tap (220 S Broadway).**
- 4. Special Event Permit for The Landing Bar and Bottle Shop (2015 N Broadway).**
- 5. Magic City Discovery Center to conduct a raffle on November 15, 2024 at the Magic City Discovery Center (1545 1st St NW).**
- 6. Deb's Circle of Friends to conduct a raffle on October 12, 2024 at Christ Lutheran Church (502 17th St NW).**
- 7. Disabled American Veterans to conduct a raffle on June 14, 2025 at Ryan GMC Cadillac (1111 20th Ave SW).**
- 8. MSU Beaver Hockey Families to conduct a raffle at all home games from October 4, 2024 through February 15, 2025 at the Maysa Arena (2501 W Burdick Exwy).**
- 9. Minot North Football Boosters to conduct a raffle on October 27, 2024 at the Mendez Residence (1116 17th Ave NW).**
- 10. Northern Plains Children's Advocacy Center to conduct a raffle on February 15, 2025 at Clarion Hotel Convention Center (2200 E Burdick Exwy).**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
Dale Plessas, Police Captain, 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.



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: October 21, 2024

SUBJECT: BID SELECTION FOR DE-ICING SALT

I. RECOMMENDED ACTION

It is recommended City Council approve the selection and award of the Mad Dog Brokerage, Inc. salt bid and authorize the Mayor to sign all required documentation.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In preparation for the 2024/2025 snow and ice season, the Street Department needs to acquire de-icing salt (consumable item) to have on hand for the sand and salt mixture. This mixture will provide preventative measures to ensure roadways are safe for travel.

B. Proposed Project

The current salt on hand will only support partial year snow and ice control efforts. The acquisition of 600 tons of salt is required to satisfy previous years' utilization rates for salt on City roadways.

C. Recommendation Detail

The current procurement policy was followed for the acquisition of salt for snow and ice control. Due to the anticipated cost, the formal bid process was followed. The team advertised the bid specifications for two weeks concurrently with an additional 10 days between bid opening after the final day of the week 2 advertisement. Four bids were received. Two of the four bids were from the same company. The two bids (the same company) indicated they would not be bidding this year. The recommended bid (Mad Dog Brokerage, Inc.) was selected due to the procurement policy of selecting the lowest bid.

The following were the bid results:

SALT BID - #4230 F/600 TONS

NSC Minerals LTD.	\$66,900	\$111.50 PER TON
Dr. Transport Inc.	\$64,260	\$107.10 PER TON
Compass Minerals	NO BID	NO BID
Compass Minerals	NO BID	NO BID
Mad Dog Brokerage Inc.	\$63,900	\$106.50 PER TON

IV IMPACT

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A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The availability of salt for the snow and ice season will ensure the Street Department has the capability to prepare the roadways prior to and during the snow and ice event. The utilization of the sand and salt mixture will reduce the chance for unsafe roadway conditions during the snow and ice season.

C. Fiscal Impact

Project Costs

Mad Dog Brokerage, Inc. Project #4230 (600 Tons of Salt): \$63,900
(\$106.50 / Ton)

Project Funding

10040000 46300 (Roll-up: 40461): Sand & Salt

NOTE: Consumables will be held in inventory (10000000 14101) until utilized, then expensed to the line item above.

VI ALTERNATIVES

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Council could elect to award the bid to another company at a higher rate, which would lead to higher acquisition costs overall. Additionally, the Council could elect to reject all bids which would lead to sand and salt services not being available for the winter season.

QUOTATION PROPOSAL
PROJECT #4230
600 TONS OF DE-ICING SALT

The City of Minot is a municipal government and is tax exempt. Quotes shall not include sales tax or other applicable taxes. The tax exempt number is E4351.

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
De-Icing Salt	ton	600	\$ <u>106.50</u>	\$ <u>63,900.⁰⁰</u>

In submitting this quote, it is understood that the contract will be awarded on the basis of lowest and best quote. The right to reject any and all quotes is reserved by the owner, and it is agreed that this quote may not be withdrawn 60 days after actual date of the opening. Payment will be made within 30 days after acceptance of the material. All prices shall include delivery to Minot Public Works Building, 1025 31st Street SE, Minot ND, 58701.

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

MAD Dog Brokerage Inc

Signature

Company Name

President

Title

Date

9/20/24

Address

Phone

1310 28th St SE
Minot ND 58701

701-720-7428



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: October 21, 2024

SUBJECT: BID SELECTION FOR SAND (SNOW SEASON)

I. RECOMMENDED ACTION

It is recommended City Council approve the selection and award of the Sundre Sand & Gravel, Inc. sand bid and authorize the Mayor to sign all required documentation.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In preparation for the 2024/2025 snow and ice season, the Street Department needs to acquire de-icing sand (consumable item) to have on hand for the sand and salt mixture. This mixture will provide preventative measures to ensure roadways are safe for travel.

B. Proposed Project

The current sand on hand will only support partial year snow and ice control efforts. The acquisition of 4500 tons of sand is required to satisfy previous years' utilization rates for sand on City roadways.

C. Recommendation Detail

The current procurement policy was followed for the acquisition of sand for snow and ice control. Due to the anticipated cost, the formal bid process was followed. The team advertised the bid specifications for two weeks concurrently with an additional 10 days between bid opening after the final day of the week 2 advertisement. Two bids were received. The recommended bid (Sundre Sand & Gravel, Inc.) was selected due to the procurement policy of selecting the lowest bid.

The Bid results were as follows:

SAND BID - #4229 F/4500 TONS

Gravel Products Inc.	\$112,500	\$25 PER TON
Sundre Sand & Gravel Inc.	\$74,250	\$16.50 PER TON

IV IMPACT

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A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The availability of sand for the snow and ice season will ensure the Street Department has the capability to prepare the roadways prior to and during the snow and ice event. The utilization of the sand and salt mixture will reduce the chance for unsafe roadway conditions during the snow and ice season.

C. Fiscal Impact

Project Costs

Sundre Sand & Gravel, Inc. Project #4229 (4500 Tons of Sand): \$74,250
(\$16.50 / Ton)

Project Funding

10040000 46300 (Roll-up: 40461): Sand & Salt

NOTE: Consumables will be held in inventory (10000000 14101) until utilized, then expensed to the line item above.

VI ALTERNATIVES

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Council could elect to award the bid to another company at a higher rate, which would lead to higher acquisition costs overall. Additionally, the Council could elect to reject all bids which would lead to sand and salt services not being available for the winter season.

CITY OF MINOT
BID PROPOSAL
PROJECT #4229
4500 TONS OF WASHED SAND

The City of Minot is a municipal government and is tax exempt. Bids shall not include sales tax or other applicable taxes. The tax exempt number is E4351.
SAND WILL BE DELIVERED WHEN REQUESTED BY THE CITY FOR DELIVERY

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Total Cost</u>
Washed Sand	ton	4500	<i>16.50</i>	<i>74,250</i>
\$ _____			\$ _____	

In submitting the bid, it is understood that the contract will be awarded on the basis of lowest and best bid, that the right to reject any and all bids is reserved by the owner, and it is agreed that this bid may not be withdrawn within 60 days after actual date of the opening. Payment will be made within 30 days after receipt of invoice.

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

[Signature]
Signature

Company Name *SUNORE SAND & GRAVEL, INC*

10/11/2024
Date

Title *MATERIALS MANAGER*

701 838-4455
Phone

Address *6220 37TH AVE SE
MINOT, ND 58701*

The following is the gradation on the sand to be supplied by Sundre Sand & Gravel, Inc.

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8	100
#4	99.8
#16	75
#200	1.9



TO: Mayor Ross
Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: October 21, 2024

SUBJECT: CITYWORKS AND GIS SUPPORT CONTRACT (4705)

I. RECOMMENDED ACTION

It is recommended City Council approve the contract amendment with Timmons Group and authorize the Mayor to sign the contract amendment.

II. DEPARTMENT CONTACT PERSONS

Emily Huettl, Asst. City Engineer, 701-857-4100
Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

Beginning in 2020 the City contracted with Timmons Group to implement Cityworks, our asset management and permitting software. We continue to work with Timmons for software support related to Cityworks, the customer portal, and GIS.

B. Proposed Project

Several items are still in process that will need support from our consultant, Timmons.

- Paper permits that still need final configuration in the system include: Sign Permits, Encroachment Permits, and Floodplain Development Permits.
- Preparing for updates in 2026 to integrated software including Cityworks, OnBase, and ESRI GIS.
- Assistance in configuring additional reports.
- Routine troubleshooting of the customer portal and Cityworks.

C. Recommendation Detail

The current contract has been expended and the need remains. Previously budgeted funds are available, but a contract amendment is necessary to increase the current contract.

IV. IMPACT

A. Aspirations

Excellent and Connected

B. Service/Delivery Impact:

The contract amendment will allow on-demand support to continue. This allows us to continue to build the online permitting system and make modifications to respond to customer feedback.

C. Fiscal Impact

Funding for the contract amendment was budgeted in the 2024 budget in the engineering department's budget.

Project Costs

\$15,000.00 Timmons Support Contract CO #2

Project Funding

\$15,000.00 2024 Budgeted Funds 10038000-43040

VI. ALTERNATIVES

The council could choose not to move forward with the contract amendment. There are certain issues that can arise that our staff does not know how to troubleshoot and certain portions of Cityworks, including the public portal, that staff cannot modify on their own. This leaves staff unable to update or modify some items.



CHANGE ORDER # 002

Client: City of Minot, ND	Date: 10/9/2024
Project Minot – Cityworks/GIS Support	
Timmons Group Job Number 55424	Minot Project Number 4705
Client Contact: Emily Huettl Assistant City Engineer	Timmons Group Contact: Ron Butcher Director
Client Project Manager: Emily Huettl Assistant City Engineer	Timmons Group Project Manager: Greg Stephenson Project Manager

Scope of Work:

The purpose of this change order is to add an additional \$15,000 to provide Cityworks and GIS support services to the City of Minot, ND. These hours will be added to a new project phase.

Cost (fixed price, hourly rate, etc.)

The current contract cost will be impacted as follows and will be invoiced monthly as hours are used.

Professional Services:	Hours	Dollars
Cityworks/GIS support	93.75 (\$160/hour)	\$15,000.00
Total Project Costs	93.75	\$15,000.00

Acknowledged and accepted:

Client

Timmons Group Principal

Print Name

Print Name

Signature

Signature

Date

Date



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: October 21, 2024

SUBJECT: LEASE AGREEMENT WITH FEDERAL AVIATION ADMINISTRATION (FAA) FOR GENERAL AVIATION TERMINAL, 2400 NORTH BROADWAY, OFFICE AND GARAGE SPACE (697DCM-24-L-00142 - MOT SYSTEM SUPPORT UNIT (SSU) IN MINOT, NORTH DAKOTA)

I. RECOMMENDED ACTION

It is recommended City Council approve the lease agreement (697DCM-24-L-00142) with the FAA as negotiated; and authorize the Mayor to sign the agreement and any applicable documentation.

II. DEPARTMENT CONTACT PERSONS

Jennifer Eckman, Airport Director, 701-857-4739
Jessica Long, Business & Development Man., 701-857-4725
Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The City of Minot entered into a lease agreement (DTFACN-17-L-00148) with a term commencing on October 1, 2017, and continuing through September 30, 2024 with the Federal Aviation Administration (FAA) and General Service Administration (GSA) for use of office space and a garage at the General Aviation Terminal, 2400 North Broadway, Minot, ND. The FAA uses the space for its Technical Operations division. This division of the FAA maintains and repairs the FAA owned navigational aids located on the airport and in the region.

The Airport and Legal staff had been negotiating the terms of a new lease agreement with the FAA and GSA.

B. Proposed Project

The proposed project would be to execute the updated lease agreement (697DCM-24-L-00142) to provide continued revenue stream and the operational capabilities of the FAA at Minot International Airport. The lease would commence on October 1, 2024 and continue through September 30, 2029. The

FAA would pay a base rent for the office space and a separate rent for the garage. The prices are negotiated based on fair market value (FMV).

C. Recommendation Detail

The current lease agreement expired on September 30, 2024. The tenant is in a hold-over period while in negotiations.

IV. IMPACT

A. Aspirations

This project most closely aligns with the City aspiration of prepared and resilient.

B. Service/Delivery Impact:

Having FAA Technical Operations at the Airport minimizes operational down-time when critical navigational equipment needs to be serviced or maintained.

C. Fiscal Impact

The FAA currently leases 1,137.50 square feet of office space as well as 633.36 square feet of garage space, all at the general aviation terminal. With the approval of the lease agreement, there will be no lapse in revenue generation.

	Rate per Square Foot	Square Feet	Rent per Annum	Rent per Month
FAA Office Space	\$18.00	1137.50	\$20,475.00	\$1,706.25
FAA Garage Space	\$3.00	633.36	\$1,900.08	\$ 158.34
Parking Spots	\$0.00	3 reserved off- street parking spaces	\$0.00	\$0.00
TOTAL			\$22,375.08	\$1,864.59

VI. ALTERNATIVES

1. Council could reject the agreement, which may result in a lapse of revenue generation
2. Council could recommend staff allow the agreement to expire and find new tenants for the space.
3. Council could recommend the staff negotiate different terms with the FAA and GSA.

STANDARD SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF MINOT, NORTH DAKOTA

FAA CONTRACT NO: 697DCM-24-L-00142
ATID/FACILITY TYPE: MOT/SSU Office & Storage
LOCATION: Minot, North Dakota

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between City of Minot, North Dakota, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.
2. **Space Lease Definitions (07/2023) 6.1.1-3** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. A lease is a contract for the acquisition of real property. For purposes of this document, the terms Contract and Lease are interchangeable.

Contractor- refers to the party(ies) awarded a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the terms Contractor, Lessor and Offeror are interchangeable.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, the terms Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - refers to a trained and warranted official, who has the authority to contract for real property on behalf of the FAA. For purposes of this document, the terms RECO and Contracting Officer (CO) are interchangeable.

ANSI/BOMA Office Area (ABOA) - refers to the area where a tenant normally houses personnel, and/or furniture, for which a measurement is to be computed, as defined by the most current American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) publication.

Full Service Lease- refers to a lease structure where the rent covers all base rent, taxes, insurance, management, and utilities for the property.

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds 697DCM-19-L-00135 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Leased Space Description (07/2022) 6.1.4** The Lessor hereby leases to the Government the following described premises;

Approximately 1,137.5 rentable square feet of office and storage space located on the first floor of the General Aviation Terminal Building and an additional 633.36 square feet of garage space located on the East side of the General Aviation Terminal located at 2400 North Broadway at the Minot International Airport, Minot, North Dakota.

As shown on aerial google earth view, marked as Exhibit "A", and camera pictures 1 thru 8, marked as Exhibit "B" which is attached hereto and made a part hereof.

The Lessor shall provide 3 reserved off-street parking spaces at the terminal for employee and Government vehicles at no additional cost to the Government. With respect to compliant accessible parking spaces, see the "Accessibility" clause.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2024, and continuing through September 30, 2029, inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

9. **Consideration (Standard Space) (09/2021) 6.2.4-1.**

A. Effective October 1, 2024, the Government shall pay annual rent in the amount of \$22,375.08 for the premises, payable in monthly installments at the rate of \$1,864.50.

10.

B. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

C. Payment shall be made in full to: City of Minot, North Dakota

Dates	Monthly Payment	Annual Rental Rate	Annual payment
Oct 1, 2024 – Sept 30, 2029	\$1,864.50	\$21.00 psf	\$22,374.00
Breakdown: Base Rent (occupied space)	\$18.00 (\$1.50/mo. *1137.50sf =\$1,706.25 per month)	N/A	N/A
Garage	\$3.00 (0.25/mo. *633.36sf = \$158.25 per month)	N/A	N/A

Total amount of rent for 1137.5sf including 633.36 garage sf = \$22,374.00 per annum

- 11. Termination for Convenience (07/2023) 6.2.5-1** The Government may terminate this contract at any time, in whole or in part, if the Contracting Officer (CO) determines that a termination is in the best interest of the Government. The CO shall terminate by delivering to the contractor a written notice specifying the effective date of the termination. The termination notice shall be issued 90 days before the effective termination date.
- After termination, the Contractor may submit a final termination settlement proposal to the CO in the form and with the certification prescribed by the CO. The proposal must include all documentation necessary to validate the proposal.
- The contractor must submit the proposal no later than one (1) year from the effective date of termination unless the submission deadline is extended in writing by the CO upon written request of the contractor within this one (1) year period. However, if the CO determines that the facts justify it, a termination settlement proposal may be received and acted on after one (1) year or any extension. If the contractor fails to submit the proposal within the time allowed, the CO may determine, on the basis of information available, the amount, if any, due the contractor because of the termination and shall pay the amount so determined.
- After submission of final termination settlement proposal, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. If the contractor and the CO fail to agree, the Government will pay the contractor the amounts determined by the CO as follows:
- 1) The contract price for any unpaid rents;
 - 2) The remaining principal balance of Tenant Improvement allowance as described in the clause titled “Lessor’s Recovery of Tenant Improvement Allowance in the Event of Termination” within this contract; and

3) Reasonable costs associated with termination.

If the termination is partial, the contractor may file a proposal with the CO for an equitable adjustment of the price(s) of the continued portion of the contract. If agreed upon, the CO may make the equitable adjustment. Any proposal by the contractor for an equitable adjustment under this clause must be requested within 90 days from the effective date of termination unless extended in writing by the CO.

The contractor may file a claim with the Federal Aviation Administration Office of Dispute Resolution for Acquisition based on any determination made by the CO pursuant to this clause. Nothing in this clause will obligate the government to spend in excess of available appropriations.

12. Termination for Default (09/2021) 6.2.5-2

A. Subject to the provision of notice of default to the Lessor, and the provision of reasonable opportunity for the Lessor to cure the default, the following conditions constitute default by the Lessor:

i. Prior to Acceptance of the Premises. Failure by the Lessor to perform all obligations required for acceptance of the space, to include, but are not limited to, all obligations included within the statement of work and lease clauses, within the times specified, without such failure in performance being affirmatively excused, in writing, by the RECO.

ii. After Acceptance of the Premises. Failure by the Lessor to perform any service, or to make progress in the work so as to endanger performance; the failure to make any item; or the failure to satisfy any requirement of this Lease, without such failure being affirmatively excused, in writing, by the RECO.

B. Grounds for Termination. The Government may terminate the Lease, in whole or in part, if:

i. after given notice and reasonable opportunity to cure by the Government, the Lessor's default persists; or

ii. the Lessor fails to take such actions as necessary to prevent the recurrence of default conditions, and such conditions substantially impair the Government's use or occupancy of the Premises, as determined by the Government.

C. The rights and remedies specified in this clause are in addition to all remedies to which the Government may be entitled to as a matter of law.

13. Excuse (09/2021) 6.2.5-3

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.

B. Permissible causes for excuse are:

i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),

ii. acts of the public enemy,

iii. acts of the Government in either its sovereign or contractual capacity,

iv. pandemic, epidemic, or quarantine restrictions,

v. strikes, and

vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.

C. Excuse will not be granted when:

- i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
 - ii. the conditions of the property prevent performance;
 - iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
 - iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
- D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

14. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
15. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
16. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
 - B. **Assignment of Claims (09/2021) 6.3.0-3**
 - C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - D. **Contingent Fees (09/2021) 6.3.0-5**
 - E. **Equal Opportunity (09/2021) 6.3.0-7**
 - F. **Equal Opportunity for Workers with Disabilities (04/2022) 6.3.0-9**
17. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either

the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

18. **Accessibility (09/2021) 6.3.7** The building and the leased premises must be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at www.access-board.gov.

Subject to the exception set forth herein, separate ABAAS compliant restroom facilities for men and women must be provided on each floor where the Government leases space. Separate ABAAS compliant restroom facilities must not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant restroom facilities, the Lessor must provide the basis for the determination of technical infeasibility in writing to the RECO, together with all supporting documentation.

With respect to all restrooms, water closets, and urinals, they must not be visible when the exterior door is open. Each restroom must contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles, a sanitary napkin dispenser, and receptacle for each toilet in the women's restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water. Two or more drinking fountains must be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons' requirements, unless sufficient space is not available to provide both a wheelchair unit and a unit for standing persons. In such instance, and subject to the approval of the RECO, a single unit able to accommodate both disabled and non-disabled persons must be provided.

In addition, compliant accessible parking spaces must be provided in accordance with the ABAAS requirements as detailed in 42 U.S.C. 4151 and as set forth in the ABAAS Scoping Requirements.

19. **Changes (07/2023) 6.3.8**

A. The RECO may at any time, by written order via Supplemental Agreement with Lessor's approval which shall not be unreasonably withheld, make changes within the general scope of this Lease in any one or more of the following:

- i. Work or services;
- ii. Facilities or space layout;
- iii. Amount of space/land;
- iv. Any other change made within the scope of this lease.

B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:

- i. An equitable adjustment in the rental rate;
- ii. A lump sum equitable adjustment;
- iii. An equitable adjustment of the annual operating costs per rentable square foot; or
- iv. An adjustment to the delivery date.

C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

20. **Failure in Performance (09/2021) 6.3.16** In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:
- A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,
 - B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or
 - C. pursue termination of the contract under the "Termination" clause(s) in this Contract.
21. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
22. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
23. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
24. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.
25. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.
26. **Occupancy Permit (09/2021) 6.3.27-1** The premises offered must have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete

and provide a certified copy of the "Checklist: FAA Safety & Environmental Certification" form, in lieu of an occupancy permit, at the RECO's discretion.

- 27. Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
Notification under this clause must include the following information, if known:
A. type of interference,
B. the commencement date of the interference, and
C. the root cause of the interference.
- 28. Alterations (09/2021) 6.3.29** The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.
- 29. Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
- 30. Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.
The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
- 31. Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after

final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

32. Subordination, Nondisturbance and Attornment (09/2021) 6.3.33

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

33. Change of Ownership/Novation (07/2023) 6.3.34-1

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.

B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.

D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.

E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards", and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Supplemental Agreement incorporating the Novation Agreement. The Supplemental Agreement will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in subparagraph F.

34. **Sublease (09/2021) 6.3.35** The Government reserves the right to sublease the space covered under this Lease with Lessor's approval which shall not be unreasonably withheld to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor

If the Government enters into a sublet agreement, it shall notify the Lessor within 30 days of execution of said agreement.

35. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

36. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
37. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
- A. inspect the leased premises and all other areas of the building to which access is necessary,
 - B. test all performance requirements under the contract, and
 - C. perform any necessary sampling and evaluation to ensure contract compliance.
- If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

38. **Contract Disputes (09/2021) 6.3.39**
- A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
 - B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
 - C. Contract disputes are to be in writing and shall contain:
 - i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
 - ii. The contract number and the name of the Contracting Officer;
 - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
 - iv. All information establishing that the contract dispute was timely filed;
 - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
 - vi. The signature of a duly authorized representative of the initiating party
 - D. Contract disputes shall be filed at the following address:
 - i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODR dispute resolution process for contract disputes can be found on the ODR website at <http://www.faa.gov>.

39. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

40. System for Award Management - Real Property (04/2022) 6.4.1-1

(a) Definitions. As used in this clause:

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Unique Entity Identifier (UEI)" (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing Unique Entity Identifiers.

"Electronic Funds Transfer indicator" means a 4-character suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the

same parent concern.

“Contractor” is synonymous with “Offeror” “Lessor” or “Grantor” for real property leases, easements, or other contracts.

(b)(1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment of any contract.

(2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.

UEI: EAWSQ7V11SK6

(c) If the Contractor does not have a UEI, it should contact www.sam.gov directly to obtain one. The Contractor should be prepared to provide the following information:

- (1) Company* legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company Telephone Number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to www.sam.gov.

(d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division

name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov> or by calling 866-606-8220.

41. Payment by Electronic Funds Transfer- System for Award Management (09/2021) 6.4.2-1

A. Method of payment.

i. Unless waived by the RECO, all payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (A)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

ii. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

- a. Accept payment by check or some other mutually agreeable method of payment; or
- b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (D) of this clause).

B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor must be responsible for providing the updated

information to the SAM database.

C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

D. Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

E. Liability for uncompleted or erroneous transfers.

i. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for

a. Making a correct payment;

b. Paying any prompt payment penalty due; and

c. Recovering any erroneously directed funds.

ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

a. If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

b. If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph (D) of this clause will apply.

F. EFT and prompt payment. A payment will be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register separately in the SAM database and will be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

I. Payment information. The payment or disbursing office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction

to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (A) of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

42. **Work Performance (09/2021) 6.5.2** All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.
43. **Construction Coordination (09/2021) 6.5.14** A pre-construction meeting must be held at the facility at least one week prior to the commencement of any construction, renovation, remodeling, or repair within the leased premises or common use areas connected to or integrated with the leased premises. The Contractor is responsible for planning, scheduling and coordinating the pre-construction meeting with the RECO and the Government's local supervisor or manager responsible for the facility. Any FAA issues or concerns with respect to the construction, renovation, remodeling or repair require full resolution before the project starts.
44. **Wiring for Telephones (09/2021) 6.5.17** The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the Government may consider using inside wiring installed by the Lessor, if available. However, the final decision will be made by the Government.
45. **Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18** The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.
46. **Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.
47. **Lighting (09/2021) 6.6.2** Modern, diffused, energy efficient fixtures must be provided that maintain a uniform lighting level of 50 foot candles at working surfaces. Emergency lighting must provide at

least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. Additionally, normal and emergency egress lighting must comply with the requirements of local building and fire codes, as well as, the Life Safety Code NFPA 101.

48. **Adhesives and Sealants (09/2021) 6.6.3** The Lessor shall use adhesives and sealants that contain no formaldehyde, asbestos, polychlorinated biphenyls (PCBs), or heavy metals.
49. **Ceilings (09/2021) 6.6.4** Ceilings must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

50. **Floor Load (09/2021) 6.6.5**

All adjoining floor areas shall be:

- A. Of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards,
- B. Non-slip, and
- C. Accepted by the RECO.

Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the RECO. Calculations and structural drawings may also be required.

51. **Painting (09/2021) 6.6.6** Within 12 months of execution of this lease, all surfaces must be newly painted with low-VOC, non-lead based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor's expense at least once every 8 years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the Government's systems furniture, if directed by the Government, at the Lessor's expense. Any existing lead based paint must be properly maintained and managed per existing federal, state, and local regulatory requirements. If there is chipping, flaking, or peeling paint in the leased premises during the period of Government occupancy, it must be sampled for lead at the Lessor's expense. If the paint contains lead, it must be abated at the Lessor's expense. This could be performed either by removal or sealing with an encapsulating material.
52. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.
53. **Erection of Signs (07/2022) 6.6.8** The Government has the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility or to post Government policies, rules, and regulations. Signs so erected will remain the property of the Government and will be removed from the premises upon termination of the lease.
54. **Window and Floor Covering (09/2021) 6.6.9** All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet

broadloom) to the Government. Existing floor and window coverings may be accepted at the discretion of the RECO; however, prior to occupancy all carpeting and window coverings shall be cleaned.

At no additional cost to the Government, the Lessor shall replace carpeting at least every 8 years during Government occupancy or any time during the lease when:

- A. Backing or underlayment is exposed,
 - B. There are noticeable variations in surface color or texture, and/or
 - C. The condition of the carpet is such that it presents a clear and present danger to pedestrians.
- Replacement includes moving and return of furniture including dismantling, moving and re-assembling the Government's systems furniture if directed by the Government.

55. Seismic Safety for Equipment (09/2021) 6.6.12 All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.

56. Services, Utilities, and Maintenance of Premises (10/2022) 6.7.1 The Lessor will maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. The Lessor will maintain landscape plants, lawns, walkways, and parking areas. The Lessor will also remove snow, ice, and any other obstructions from the entrances, walkways, and parking areas around the premises, prior to and during normal business hours set forth below.

The Lessor will provide the labor, materials, equipment and supervision necessary to ensure good repair and tenantable condition.

The Lessor must provide services, utilities, and maintenance daily, extending from 6:00 a.m. to 6:00 p.m. except Saturday, Sunday and federal holidays.

Utility and maintenance services supplied to space that houses technical equipment will be supplied twenty-four (24) hours per day, seven (7) days per week.

The Government has the right to use appurtenant areas and facilities. The Government has unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the access to, and use of, electrical services, toilets, lights, elevators, and Government office machines at no additional cost. Such access allows the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion.

In addition to such other services as are set forth elsewhere in this Contract, the Lessor will provide the following:

- A. Electricity,
- B. Water (hot and cold) and sewer
- C. Potable water (see "Drinking Water" clause)

- D. Restroom cleaning and supplies, daily
- E. Initial and replacement lamps, tubes and ballasts
- F. Interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government; and

57. Janitorial Services (09/2021) 6.7.2 Intentionally deleted.

58. HVAC (09/2021) 6.7.3 All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 68-72 degrees Fahrenheit year-round or as dictated in the most recent version of ASHRAE Standard 62, “Ventilation for Acceptable Indoor Air Quality” and ASHRAE Standard 55, “Thermal Environmental Conditions for Human Occupancy”. These temperatures must be maintained during hours of operation (as dictated by the lease) throughout the leased premises and service areas regardless of outside temperatures. An automatic control system will be provided to ensure compliance with heating and air conditioning provisions included in this contract.

In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the lease, Lessor agrees to perform preventative maintenance on all HVAC units in accordance with the corresponding manufacturers operations and maintenance manuals (e.g. check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements). Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date) and provide the service date to the RECO and FAA facility manager. Such service will include checking the temperature ranges, checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.

59. Landscaping (09/2021) 6.7.4

A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

B. Landscape management practices shall prevent or minimize pollution and storm water runoff by:

- i. Employing practices which avoid or minimize the need for fertilizers and pesticides;
- ii. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
- iii. Composting/recycling all yard waste.

C. The Lessor shall use landscaping products with recycled content required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

60. Pest Control (09/2021) 6.7.5 Pesticide application to exterminate and control pests within the leased premises must be performed per periodic schedule for preventative maintenance and according to

need with 24-hour notification to the FAA facility management. Prior to any addition/change in type of pesticides or other chemical pest control, Lessor must provide 48-hour written notice with applicable Safety Data Sheet(s) (SDS) to be provided to the FAA facility management. Herbicides/pesticides are not to be applied near the outside air intakes of the building when the HVAC system is in operation, nor within the leased premises during normal working hours or when the HVAC system is in operation.

61. Fire and Life Safety Requirements (09/2021) 6.8.3 The facility, its systems and appurtenances must be in compliance with the following fire and life safety (FLS) requirements:

- A. Construction features of the building must comply with state and local building codes in effect at the time of construction or most recent alteration.
- B. Maintenance and operations of the building must comply with the current edition of state and local fire safety and fire prevention codes.
- C. Construction features, maintenance and operations of the building must meet or exceed the minimum level of fire and life safety specified by OSHA 29 CFR 1910.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the Government, the specific deviation(s) from these standards and the equivalencies or alternative methods used by the Lessor as alternative methods of compliance. Each approach used as an alternative method of compliance must be documented in accordance with the Equivalency and Technical Documentation requirements of NFPA 101, signed by a Fire Protection Engineer, licensed in the subject property's state, and a copy must be provided to the RECO.

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this contract. If construction or alterations to the premises are undertaken at any time during the term of this contract, fire protection and life safety systems must be brought into compliance where required by applicable codes and standards according to the then-current edition of local codes and standards and all requirements of OSHA 29 CFR 1910. The party initiating the construction or alterations is responsible for funding the upgrade of fire and life safety systems, construction or alteration to the facility must never decrease the level of fire and life safety provided.

Regardless of local code requirements, when the premises (including garage areas under contract by the Government) is on the 6th floor or above, or below grade, automatic sprinklers are required. All Airport Traffic Control Towers must meet the requirements of OSHA's Alternate Standard for Fire Safety in Airport Traffic Control Towers and the NFPA 101. Furthermore, buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, must be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

When space is located in multi-tenant buildings, the Lessor is responsible for the following:

- i. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan.
- ii. Publishing and making copies of the EAP and Fire Prevention Plan, and making them available to

all FAA occupants.

iii. Conducting fire or other emergency evacuation drills, at least annually.

iv. Conducting review and modification of the EAP and Fire Prevention Plan at least annually.

v. Inviting FAA representation to develop, review and modify the EAP and Fire Prevention Plan.

62. Fall Protection (09/2021) 6.8.4 The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

63. Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5 The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)

B. 29 CFR 1926, Safety and Health Standards (Construction)

C. National Fire Protection Association (NFPA) 101, Life Safety Code

D. FAA Order 3900.19, FAA Occupational and Health Policy

E. FAA Standard HF-STD-001, Human Factors Design Standard

F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace

G. Local and state EOSH regulations

H. Local and state fire codes and building codes.

Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

64. Recycling (09/2021) 6.8.6 Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space, the Contractor shall comply with state and/or local law, code, or ordinance. In all other cases, the Contractor must establish a recycling

program for paper, corrugated cardboard, glass, plastics, and metals to the extent practicable and where local markets for those recovered materials exist. The Contractor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the space after lease execution.

- 65. Indoor Air Quality (09/2021) 6.8.7** The Contractor must control contaminants at the source and/or operate the space in such a manner that the indicator levels are not exceeded for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (CH₂O). The indicator levels for office area are as follows: CO less than 5 parts per million (PPM); CO₂ - 700 PPM above outdoor air; CH₂O - 0.027 PPM. All indoor air contaminant levels in the space must be kept below appropriate OSHA regulations or OSHA required consensus standards. Air quality systems cleaning is required to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water must be controlled to prevent the growth of these.

During working hours, ventilation must be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, Ventilation for Acceptable Indoor Air Quality and ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy.

The Contractor must investigate indoor air quality (IAQ) complaints immediately and must implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining heating, ventilation and air conditioning (HVAC) systems, etc.). The Government is responsible for addressing IAQ problems resulting from its own activities.

The Contractor must provide SDS to FAA facility management for all chemicals and cleaning solutions at least 72 hours prior to their use in the FAA spaces or other areas of the buildings that might affect air quality in the FAA space(s). Materials should contain low or no Volatile Organic Compounds (VOC) and additional ventilation may be required when using chemicals and cleaning solutions.

- 66. Mold Growth Identification and Control (09/2021) 6.8.8** The contractor must prevent mold growth and excessive levels of moisture and humidity. Adequate air quality, moisture control and facility cleaning are required to prevent the growth of mold, mildew, and bacteria. Any visual evidence of mold requires immediate sampling and remediation by the contractor.

Following a water-intrusion event, the contractor must identify the water source and immediately implement water extraction and drying efforts. Once the water source is identified, the contractor must take action to prevent additional water damage and ensure that permanent fixes are in place prior to build-back and restoring building materials. Within 24-48 hours of water damage from clean water sources (e.g., water supply lines, rainwater, and snowmelt from rooftops), all building materials must be dried to a moisture level that will prevent mold growth.

All porous materials contaminated with sewage or other Category 2 (e.g., washing machine

overflows, toilet overflows, and non-feces waters) or Category 3 (sewage backups and overflows from beyond toilet traps, feces, floodwaters, and groundwater intrusion) water sources must be discarded. All non-porous material must be cleaned and disinfected.

Mold remediation and cleaning must be conducted using recognized industry methods and practices (e.g. Institute of Inspection, Cleaning and Restoration Certification (IICRC) S500 Standard and Reference Guide for Professional Water Damage Restoration, IICRC-S520 Standard and Reference Guide for Professional Mold Remediation, 2008, and National Air Duct Cleaners Association (NADCA): Assessment, Cleaning and Restoration of HVAC Systems, ACR 2006). State requirements concerning mold remediation, contractors training and licensing must be followed.

The contractor must coordinate with the FAA facility management and RECO regarding all mold remediation operations. The FAA must be afforded the opportunity to provide input in the mold remediation process. Biocides must be used cautiously and in accordance with EPA requirements. A Certified Industrial Hygienist (CIH) must pre-approve the use of EPA-approved biocides in air conveyance systems.

67. **Drinking Water (09/2021) 6.8.9** The contractor must provide drinking water in the space that meets the standards prescribed in the Safe Drinking Water Act, 42 U.S.C. 300. Acceptable potable water must meet EPA's primary drinking water standards with contaminants being less than established Maximum Contaminant Levels (MCLs) and action levels. In cases where state and/or local authorities have their own standards, potable water must meet those or federal standards, whichever is more stringent.

The contractor must test the sources of drinking water in the space (faucets, drinking water fountains, ice machines, etc.) on a periodic basis, but no less than every three (3) years, to ensure water quality (e.g., lead, copper, total coliforms). If the contractor performs plumbing and/or renovation work in the space that impacts the drinking water (i.e., replacement of water lines), the contractor must test the drinking water in the system affected by the plumbing and/or renovation work. If at any time, the FAA or contractor's drinking water test results are not acceptable under the EPA's primary drinking water, and/or state and local authorities' standards as described above, the Lessor must immediately correct the deficiencies. The contractor must notify the Government prior to performing all tests and provide a copy of any test report to the RECO and facility management or their designee.

68. **Halon (09/2021) 6.8.10** Halon may not be used in any FAA space.

69. **Radon Air Levels (09/2021) 6.8.11** Contractor must provide the FAA with a Radon Evaluation Report for the facility when requested. Radon air levels in FAA premises must not exceed the level of 4.0 picocuries per liter (pCi/L). If radon levels are found to be at or above 4.0 pCi/L, the contractor must immediately notify the RECO and FAA facility management of its finding and its plan of corrective action, including testing, to ensure radon air levels are maintained below 4.0 pCi/L at all times. Radon testing shall be done by a radon professional certified according to state and local requirements using US EPA approved testing methods.

70. **Asbestos (09/2021) 6.8.12** The contractor must ensure that FAA personnel are protected from asbestos hazards, in accordance with:

- A. 29 CFR 1910.1001, Asbestos (General Industry)
- B. 29 CFR 1926.1101, Asbestos (Construction)
- C. 40 CFR 763, Subpart E, Asbestos Containing Materials in Schools, Asbestos Hazard Emergency Response Act (AHERA)
- D. 40 CFR 61, Subpart M, National Emissions Standards for Hazardous Air Pollutants (NESHAP)
- E. State and local asbestos regulations

The contractor warrants that, notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, all space under this contract, including, but not limited to; space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways) will, at the time of acceptance and during the term of this Lease, including all extensions thereof, comply with asbestos regulatory requirements.

All facilities are required to have a current asbestos building survey or an asbestos free certification (in accordance with federal, state or local regulations, and including sampling of all materials that have the potential to contain asbestos) conducted by a qualified inspector, including a visual examination and sampling of building materials. All asbestos identification survey reports must be sent to the RECO and FAA facility management.

The RECO must notify the contractor in writing of any failure to comply with asbestos requirements, within five (5) days after the discovery thereof. If Asbestos Containing Materials (ACMs) are found to be in the leased space, either prior to acceptance or during the course of the lease agreement, the Government reserves the right to require the contractor, at no cost to the Government, to take corrective action as required by OSHA, EPA, state and local requirements. In accordance with these regulations, the contractor must post asbestos warning labels and signs in accordance with OSHA regulations.

In addition, all construction by the contractor is required to comply with OSHA, EPA, state and local requirements for asbestos. Prior to the start of any construction, renovation or maintenance activities that impact the building, the contractor must determine whether ACM will or could be released as part of the work. If ACM will or could be released, the contractor must notify the FAA and take corrective actions to prevent FAA employees from exposure to asbestos fibers. Corrective actions must be coordinated with the FAA at least 30 days prior to the start of any construction, renovation or maintenance activities that impact the building.

After ACM remediation is performed, the contractor must adhere to regulatory required post-asbestos abatement air monitoring requirements. As a part of this process, the contractor must provide the RECO and the FAA facility manager with an asbestos re-inspection report indicating the location and condition of all remaining ACM in the FAA leased areas and common areas of the

facility. If the contractor supplies the janitorial or maintenance contracts, those employees must also be informed of the presence and location of asbestos at the facility.

“Corrective Action“, as used in this clause, means the removal, encapsulation or enclosure of ACM. All corrective actions must be conducted by licensed asbestos abatement contractors in accordance with OSHA, EPA, state, local and FAA requirements.

71. **Warranty of Space (09/2021) 6.8.13** The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).
72. **Electrical Safety (09/2021) 6.8.14** The contractor must ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:
- A. 29 CFR 1910, Subpart S, Electrical
 - B. FAA Standard HF-STD-001, Human Factors Design Standard, Chapter 12.4, Electrical Hazards
 - C. DOT Specification FAA-G-2100H, Electronic Equipment, General Requirements
 - D. National Fire Protection Association (NFPA) 70, National Electrical Code
 - E. NFPA 70E, Electrical Safety in the Workplace
 - F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, Recommended Practice for Powering and Grounding Electrical Equipment
 - G. DOT Standard FAA-STD-019F, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment

The contractor must ensure that electrical equipment and infrastructure meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26, and is maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment requires review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements.

73. **Facility Security (01/2024) 6.9.1** Security requirements for Government occupied space must meet the baseline level of protection security countermeasures based upon the facility security level (FSL) and type of facility covered by this Lease. The security countermeasures for each FSL and type are identified in FAA Order 1600.69 FAA Facility Security Management Program (as amended). The security countermeasures identified below are tailored specifically for the type of facility covered by this Lease. The Lessor shall provide or make accommodation to provide for all the security countermeasures required for the leased premises covered by this Lease agreement:

None

The local Servicing Security Element (SSE) will determine the security countermeasures that are

required for the leased space and shall conduct a final security assessment of the building. If that assessment indicates that additional security countermeasures are required to the Premises, those countermeasures shall be contracted and paid for under separate contract at the Government's expense and subject to the availability of funds. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this Lease.

74. Foreign Nationals as Contractor Employees (04/2022) 6.9.2

- a) Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.
- b) Each contractor or subcontractor employee under this contract, having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or a foreign national who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card I-551, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.
- c) Foreign Nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.1F, chapter 8, paragraph 10:
 - (1) Must have resided within the United States for a minimum of the last three (3) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.1F, chapter 8, paragraph 10;
 - (2) A risk or sensitivity level designation can be made for the position; and
 - (3) The appropriate security-related background investigation can be adequately conducted, as determined by the Office of Security and Hazardous Materials (ASH) Office of Personnel Security (AXP).
- d) Foreign Nationals proposed under this contract must meet the following additional conditions:
 - (1) Provide a current unexpired passport and their place of birth in order to begin the background investigation process in accordance with FAA Order 1600.1F, Personnel Security Program; and,
 - (2) Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.
- e) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

75. Real Estate Contractor Personnel Suitability Requirements (01/2024) 6.9.3.

- 1. No contractor employee, subcontractor, or consultant will be allowed

unescorted access to any FAA facility;
access to FAA classified information;
access to FAA *Sensitive Unclassified Information (SUI); or
access to FAA systems or resources

unless they have been authorized by the FAA Office of Personnel Security (AXP).

*SUI is defined as unclassified information, in any form including print, electronic, visual, or aural

forms, which is protected from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA. It includes aviation security, homeland security, and protected critical infrastructure information. SUI may include information that may qualify for withholding from the public under the Freedom of Information Act (FOIA).

The lessor, employee, consultant, contractor or subcontractor may be required to sign a Non-Disclosure Agreement (NDA) prior to being allowed access to SUI and other information of a confidential nature that is owned by, produced by or otherwise under the control of the United States Government. The NDA establishes a recipient's responsibilities with respect to safeguarding sensitive information from being shared with unauthorized parties and the possible consequences of a recipient's failure to do so.

2. Consistent with FAA Order 1600.1F, AXP must approve designated risk levels for the positions under the contract, to be determined by the FAA Operating Office (the organization with the requirement) in coordination with the Contracting Officer (CO) or designee, using the OPM Position Designation Automated Tool (PD Tool).

3. For all contractor employees, subcontractors, or consultants requiring access to FAA facilities, classified information, sensitive unclassified information, systems, or resources, the prime contractor must submit to their responsible AXP office and CO or their designee, a point of contact (POC) who will be responsible for entering all contractor applicant data, to include subcontractor data, into the Vendor Applicant Portal (VAP) system (AXP will provide the user with access to the VAP) for security processing. The contractor must not enter contractor employees in VAP unless they have a legitimate need for unescorted access to FAA facilities, classified information, sensitive unclassified information and/or systems according to the terms of the contract. Contractor employees who will not require the aforementioned types of access or who would be under escort of other badged personnel are not to be entered in VAP.

4. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.

5. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:

Send the applicant an e-mail (this step may be delegated to VAP POC) with instructions for completing investigative requirements;

Instruct the applicant how to enter and complete a background investigation questionnaire through the electronic Questionnaires for Investigation Processing (eQIP) or successor system;

Provide where to upload, or send/fax applicable forms; and

Provide instructions regarding fingerprinting (any fees associated with obtaining fingerprints are not the responsibility of the FAA).

The contractor employee must complete the investigative requirements and submit required material within 15-calendar days of receiving the e-mail from AXP. All items submitted directly to AXP must reference the contract number.

6. No contract employee, subcontractor, or consultant, identified as requiring a background investigation under the contract will be granted unescorted access to FAA occupied space unless AXP has authorized them. Authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and CO.
7. No contract employees, subcontractor, or consultant will be issued a FAA Personal Identity Verification (PIV) card, or other FAA issued ID card, unless they have been granted a favorable Interim or Final suitability determination from AXP.
8. The Contractor VAP POC must inform the CO or their designee and submit a VAP removal record in VAP within twenty-four (24) hours after any contractor employee resigns, is terminated, transferred, or otherwise removed from the contract. If the FAA issued the contract employee a PIV card, or other ID card, the contractor must collect the card within twenty-four hours, and return it to AXP no later than five business-days after the employee's termination or transfer.
9. The CO or their designee will provide notice to the contractor within 24 hours after receipt of a determination that the contractor or its employee has not complied with security-related contract requirements, security-related FAA Orders, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks, or otherwise remedy the contractor's performance. The FAA Facility Manager has authority to remove a contractor employee's access to FAA occupied space when the Facility Manager determines a contractor employee's conduct is objectionable or contrary to the public interest. The Facility Manager must notify the CO within 24-hours of such removal.
10. The contractor must immediately comply with the CO or their designee's direction to remedy its security performance at the contractor's expense, including removing the employee from FAA premises and networks. If the contractor employee is working under an interim suitability authorization, the contractor must take appropriate action, including the removal of the contractor employee's access, at their own expense. Once action has been taken, the contractor must report the action via the VAP within the timeframe prescribed in this clause.
11. After coordination with AXP, the CO or the FAA Facility Manager or their designee may require contractor employees to submit any other security information deemed reasonably necessary to protect the interests of the FAA. This includes submitting to additional fingerprinting, responding to letters of inquiry, and background reinvestigations required under Federal Investigative Standards. In this event, the contractor must provide, or cause each of its employees to provide, such security

information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

12. The contractor must retrieve a current roster report through VAP on a quarterly basis to ensure the roster is accurate, and immediately correct any discrepancies with the responsible AXP office. The prime contractor is responsible for the accuracy of their subcontractors' rosters as well.

13. Contractor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Contractor employees without access to eLMS must contact the FAA Facility Manager for a copy of the training.

14. The prime contractor must contact the CO or their designee, and AXP within one business-day in the event an employee (who has been cleared for FAA access by AXP) is arrested (i.e., taken into custody by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Contractor becomes aware of any information that may raise a question about the suitability of a contractor or subcontractor employee.

15. Failure to submit information required by this clause within the time required may result in suspension or revoked access to FAA assets for the contractor's employee, which may be determined by the CO to be a material breach of the contract.

16. If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

17. The contractor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.1F do not apply.

76. Access to FAA Systems and Government Issued Keys and Personal Identification Verification (PIV) Cards (01/2024) 6.9.4

1. It may become necessary for the Government to grant access to FAA systems or issue Government property, to include FAA-issued ID cards, or sensitive unclassified information (SUI), to contractor employees. The FAA shall have the authority to restrict or deny, unescorted access into leased space to anyone. The FAA shall also have the authority to determine the number of PIV cards to be issued to contractor personnel and subcontractors, based on operational necessity. Individuals requiring non-routine access for maintenance purposes shall be escorted by FAA personnel and be issued appropriate FAA visitor badges. Prior to or upon completion or termination of the work under the contract, the contractor must return all such Government property and SUI to FAA's Facility Manager or their designee.

2. Improper use, possession or alteration of Government property is subject to penalties under Title

18, USC 499, 506, 701, and 1030.

3. In the event such Government property is lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold the value of the asset for each item of Government property not returned. If the Government property, to include FAA-issued ID cards, or SUI is not returned within 30-calendar-days from the date the withholding action was initiated, any amount so withheld is forfeited by the contractor. Regarding FAA Personally Identifiable Information (PII) contained within portable devices that are lost, stolen, or not returned, the contractor must additionally report such a loss, theft, or non-return within one (1) hour to the FAA Security Operations Center (phone (866)-580-1852 (Option 1) or email 9-AWA-SOC@faa.gov).

4. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, with a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

5. The Government retains the right to inspect inventory, or audit Government property or sensitive information issued to the contractor in connection with the contract and do so at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government, will be assumed to be lost and the provisions of section (3) of this clause apply.

6. The issuance of Government property, to include SUI, to a Contractor must be approved by FAA's Facility Manager or designee who will require the Contractor's employee to sign a receipt for each item. Lost or stolen Government property or SUI must immediately be reported to the Contracting Officer (CO), Contracting Officer's Representative (COR), or FAA's facility manager or designee (as applicable) and the FAA SOC at the telephone number and email address listed under section (3) above.

7. Each Contract employee, during all times of on-site performance at an FAA facility, must prominently display his/her current and valid FAA PIV card, or other FAA issued ID card, on the front portion of his/her body between the neck and waist. Each FAA ID cardholder must not affix pins, stickers, or other item to the card.

8. Prior to any contractor employee obtaining a FAA ID Card or other government property, in accordance with FAA Order 1600.78 the contractor is required to:

a. Enter data for each employee into the VAP as described in the "Real Estate Contractor Personnel Suitability Requirements" clause.

b. The Office of Personnel Security (AXP) will determine whether a favorable interim and/or final suitability determination can be granted to:

i. Exercise reciprocity when applicable.:

ii. Initiate the contractor applicant into the electronic Questionnaires for Investigations Processing (eQIP), or subsequent system, so that the applicant can complete the investigative forms.

c. Interim suitability cannot be granted until all background investigation forms are completed, and fingerprints and signature pages are submitted to AXP.

d. Authorization for the contractor employee to begin work on the FAA contract will be an Interim or Final Suitability notification from AXP.

9. To obtain a FAA PIV card, in accordance with FAA Order 1600.78, the contractor employee will be provided instructions by AXP for obtaining an FAA PIV or other ID card upon being granted authorization to begin work. a. The instructions will include how to submit an Identification Card Application (DOT 1681) online at <https://idms.faa.gov/1681>, accessible only from within an FAA facility. The application must be approved by the CO or COR.

b. The contractor employee will be notified when the identification card application has been approved and is ready for processing by the FAA Identification Card issuer (e.g., Trusted Agent).

10. Off-Boarding. The contractor is responsible for ensuring final off-boarding is accomplished for all departing contractor employees. This includes termination, resignation, retirement, death, change of employment status (i.e., transferring from a contractor to a FAA employee), transfer to another FAA contract, and (with CO approval) extended leave of absence. The Contractor may appoint an off-boarding coordinator to oversee the off-boarding process.

a. For each departing employee having access to FAA facilities and/or Information Technology (IT) systems, the Contractor must submit a completely filled out and signed "FAA Contractor Employee Off-Boarding Checklist" (located in FAA Procurement Forms) to the Facility Manager or their designee no later than thirty (30) calendar days after the employee's departure. The Contractor must ensure that the Checklist confirms that all applicable Government property (including FAA-issued ID cards) and sensitive information (including Classified National Security Information (CNSI)) has been collected and access to all FAA assets has been terminated.

b. When the Contractor is not collocated or within local driving distance of the responsible AXP office, the Contractor must collect the PIV Card or other FAA issued ID card, and any other tokens and provide to the CO or COR within one (1) business day of receiving the card/tokens from the departing employee.

c. In event that the Contractor employee departs without completing the Checklist, the Contractor is responsible for completing and submitting the Checklist on the employee's behalf. If the departing Contractor employee served as the Property Custodian for the FAA contract, the Contractor must designate a new Property Custodian and ensure accountability of all property under the contract, or within fourteen calendar days with the CO's approval, provide to the CO the results of the associated inventory/property accountability.

d. The designated VAP POC must submit a VAP removal record for the departing employee within twenty-four (24) hours.

e. The Contractor must also comply with any local Employee Off-Boarding Checklists in use at FAA Facilities.

11. All contractors and subcontractor employees with access to FAA systems must have a FAA-issued PIV card and must use the PIV card to authenticate to the FAA system. Approved contractor equipment or software in accordance with clause 3.14-13 "Use of Contractor Equipment or Software - Permitted" that connects to FAA systems must be configured to accept and use FAA-issued PIV cards. The contractor must provide the appropriate equipment for the PIV card, while the FAA will furnish and configure the PIV software.

12. The contractor must insert this clause in all subcontracts under the contract.

77. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from

entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

78. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has

the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ does, X does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, X does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

79. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2** NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it ☐ does, ☒ does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-

If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**80. Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021)
6.9.6**

a. The FAA’s Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of “foreign power” or “agent of a foreign power” in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.

b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

- 1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this

contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;

2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;

3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.

4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.

5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.

6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-

a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;

b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);

c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or

d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of

concern includes, but is not limited to:

- i. Non-public information from an official FAA data network or information;
- ii. Imagery;
- iii. Technical specifications;
- iv. Trade secrets;
- v. Proprietary information;
- vi. Sensitive Security Information (SSI); and
- vii. Any other SUI

e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

- a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a

Personal Electronic Device (PED);

- d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;
- e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
- f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
- g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;
- h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and
- i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.

c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.

d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

81. Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (04/2024) 6.9.8

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.

(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the “View FASCSA Orders” button from the SAM homepage (<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).

(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a “reasonable inquiry” (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) Disclosures, below.

(e) Disclosures. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description; and
- (7) Reason why the applicable covered article or the product or service is being provided or used.

(f) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

82. Federal Acquisition Supply Chain Security Act Orders—Prohibition (04/2024) 6.9.8-1 (a)

Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

- (1) “Information technology,” as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) “Telecommunications equipment” or “telecommunications service,” as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the

requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel

management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes ☐ No ☒ DHS FASCSA orders

Yes ☐ No ☒ DoD FASCSA orders

Yes ☐ No ☒ DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.

(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.

(5) Contractor request for waivers.

(i) Required disclosures. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and

unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item Description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor is required to:

(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and

(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.

(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

- (A) Any further available information about mitigation actions undertaken or recommended.
- (B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.
- (e) Subcontracts.
- (1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

83. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Minot, North Dakota
Minot International Airport
305 Airport Road, Suite 216
Minot, North Dakota 58703

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-940
10101 Hillwood Parkway
Fort Worth, TX 76177

84. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF MINOT, NORTH DAKOTA
MINOT INTERNATIONAL AIRPORT
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: Wayne Darrington

Title: _____

Real Estate Contracting Officer

Date: _____

Date: _____

CERTIFICATE OF AUTHORIZATION

I, the undersigned, hereby certify that _____, who signed this instrument on of behalf of
CITY OF MINOT, NORTH DAKOTA is in fact authorized to sign on behalf of CITY OF MINOT, NORTH
DAKOTA by authority of its governing resolution, and is within the scope of its powers.

Print Name: _____

Print Title: _____

Signature: _____

Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	EXHIBIT "A" Aerial Google Earth Minot Int'l Airport		1
2	EXHIBIT "B" Camera Pictures 1 thru 8 Interior Terminal Building Space and Parking Spaces	07/18/24 Email Date	1-8
3			
4			
5			



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: October 21, 2024

SUBJECT: **WILDLIFE HAZARD REMOVAL AND DRAINAGE IMPROVEMENT – ENBRIDGE CROSSING AGREEMENT SIGNATURE (AIP 3-38-0037-069-2024)**

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the agreement; and**
- 2. Authorize the Mayor to sign the Enbridge Crossing Agreement relating to construction accommodations for Enbridge pipeline utilities aligned through airport property for the Wildlife Hazard Removal and Drainage Improvement project.**

II. DEPARTMENT CONTACT PERSONS

Jennifer Eckman, Airport Director, 701-857-4739
Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The Minot International Airport, MOT, has hazardous wildlife attractants and drainage issues throughout the airport facility. The existence of these issues presents safety concerns for aircraft operations.

The City previously provided approval to award the construction project to the lowest compliant bidder, Wagner Construction, Inc., for the Wildlife Hazard Removal and Drainage Improvement project, for which bids were opened on November 16, 2023.

The project was designed under a previous contract with Ulteig Engineering, the former airport consulting firm for MOT. Ulteig also completed an Environmental Assessment, which concluded in a Finding of No Significant Impact, allowing the drainage project to proceed as designed.

B. Proposed Project

The proposed project would remove the wildlife attractants and improve drainage at the airport through grading, clearing and grubbing, and installation of storm sewer and drain tile. Improvements would be made to Pond A to control peak flow rates to ensure post-construction rates do not exceed pre-construction rates.

The designated areas of respective project construction phases are generally delineated in relation to the intersection of the primary and crosswind runway. Phase 1 construction is located to the southwest, Phase 2 is located to the southeast, and Phase 3 is located to the northeast. Phases 1 and 2 of the project construction scope were designated as base bid work, with Phase 3 construction designated as bid alternate work. All three phases of construction will be performed as part of this project.

C. Recommendation Detail

SEH is the engineer of record for MOT airport development as was approved at the City Council meeting on May 17, 2021. SEH will lead the project construction phase, with support from Ulteig Engineering, project designer, and other subconsultants.

Through coordination with the project contractor and SEH staff, the Enbridge organization will provide limited monitoring of construction operations for portions of the project site where construction hauling or construction operations intersect with alignments of existing underground Enbridge pipeline that cross the airport property. The Enbridge Crossing Agreement document establishes the terms of Enbridge project monitoring efforts and specific requirements of Enbridge to ensure proper protection of Enbridge pipeline utilities crossing the airport property during project construction.

IV. IMPACT

A. Aspirations

The condition of the airport facilities and elimination of wildlife hazard attractants in and around the airport is of utmost importance to providing safe and welcoming aviation transportation for the Minot community.

B. Service/Delivery Impact:

By constructing/implementing a solution to address the hazardous wildlife attractants and airfield drainage concerns, this project will allow for continued safe operations for commercial and general aviation at the Minot International Airport.

C. Fiscal Impact

Project costs and required project funding for this project, through both the FAA and the State of North Dakota, have been reviewed and approved through previous City Council actions.

Specific to the Enbridge Crossing Agreement document, the Enbridge

organization has confirmed that there will be no additional costs incurred by the City with the processing of the Enbridge Crossing Agreement document.

VI. ALTERNATIVES

- A. Refuse to sign the Enbridge Crossing Agreement document and negotiate another form of agreement with Enbridge for required monitoring and protection of Enbridge pipeline utilities during project construction.
- B. Deliberately not sign the Enbridge Crossing Agreement document and terminate the project construction activities due to required additional coordination with Enbridge for monitoring and protection of Enbridge pipeline utilities, thereby forfeiting significant agency funding that had been committed to this airfield construction project.

CROSSING AGREEMENT

Tract No.: BM-82-110,BM-82-110-A, BM-82-111-A, MM-85-71-B

PIN: MI072882520010,MI072882530010, MI189530100000, MI1895300200000

This Crossing Agreement dated this _____ day of _____ 2024 shall constitute an agreement ("Agreement") between **North Dakota Pipeline Company LLC**, a Delaware limited liability company, with an office located at 119 N. 25th Street East, Superior, WI 54880 ("NDPL") and **City of Minot (Minot International Airport)**, with an office located at 305 Airport Rd, Minot, ND 58703 ("MIA"), to accommodate the construction, operation and maintenance shall proceed with Installing a 6" Solid surface drain tile pipe via Open Cut and extends out 20m/60ft. beyond each side of pipeline. ("Facility") to be located on and adjacent to NDPL's pipeline right of way ("ROW") located on property in Ward County, North Dakota, further described in Exhibit A, attached hereto and made a part hereof.

To facilitate the construction, operation and maintenance of said Facility, it will be necessary for City of Minot (Minot International Airport), and its permitted representatives and agents, to operate equipment and conduct other activities upon NDPL's ROW. City of Minot (Minot International Airport), represents and warrants that it shall apply the terms and conditions described herein to all permitted representatives and agents of City of Minot (Minot International Airport), as if such third parties are set forth fully herein and they shall conduct themselves accordingly. NDPL consents to such activity and NDPL and City of Minot (Minot International Airport), hereby agree as follows:

1. In connection with any activity upon NDPL's ROW
 - a. At least seventy-two (72) hours before City of Minot (Minot International Airport), or its permitted representatives or agents, commence activity upon NDPL's ROW, notice shall be given to NDPL's Office contact Brad Keller (telephone number 701-509-4598) Larry Stone (telephone number: 701-509-7095). An authorized representative of NDPL will be present whenever construction, operation or maintenance activity is conducted upon NDPL's ROW. NDPL may, at its sole discretion, require City of Minot (Minot International Airport), to reimburse NDPL for the cost of providing a representative or inspector. The presence of NDPL representatives or inspectors at the site will not relieve City of Minot (Minot International Airport), from liability for any damage or injury that may result from City of Minot's (Minot International Airport), activity.
 - b. City of Minot (Minot International Airport) shall install a solid surface drain tile pipe via open cut method above NDPL's facility and maintain one-foot (1ft) minimum clearances between NDPL's facility and proposed facility for underground installation. Handwork only in these locations. Verified depth of cover at the drainage ditch is at five-feet (5ft.). This depth of cover is acceptable for a ditch over NDPL pipeline.
 - c. NDPL's existing depth of cover 5 feet 6 inches (5ft.6in.) over Line 82 and Line 85, specifically at the drainage ditch, needs to be maintained to prevent erosion. City of Minot (Minot International Airport) shall mitigate and repair any future erosion over NDPL's facility. Prior to completing mitigation work, the City of Minot will obtain approval from NDPL for such work.

- d. City of Minot (Minot International Airport) shall construct the Facility in accordance with the attached drawing entitled "Wildlife Hazard Removal and Drainage Improvement," which is attached hereto as Exhibit B and made a part hereof. No deviation therefrom shall be made without the express written consent of NDPL.
- e. City of Minot shall design the erosion protection for a 1 in 100 storm velocities. City of Minot (Minot International Airport) shall be responsible to mitigate any offsite water ponding or erosion issues caused by the construction projects scope.
- f. City of Minot (Minot International Airport) shall construct the Facility to intersect NDPL's ROW at as close to a right angle as possible.
- g. Mechanical excavation shall not take place within the NDPL ROW until pipeline(s) at each point of crossing has been positively identified utilizing soft excavation (hand exposing or using hydrovac) to verify depth and alignment.
- h. Mechanical excavating equipment shall not be operated within twenty-four (24) inches of an NDPL pipeline. If required, the final twenty-four (24) inches of soil around an NDPL pipeline shall be removed by hand exposure, water washing, or other non-mechanical means.
- i. Excavation equipment shall only use buckets without teeth, or the bucket teeth shall be protected by a flat bar, while excavating to within twenty-four (24) inches of an NDPL pipeline. If ground conditions require the use of buckets with teeth, then approval shall be obtained from the NDPL representative prior to use.
- j. Triple Axle 40 Ton & Komatsu PC 600 heavy equipment listed in crossing application to be utilized in the construction, operation and maintenance may cross NDPL's Line 82 and Line 85 pipeline ROW only where the depth of cover over NDPL's pipeline(s) is at least six-feet (6ft). To accommodate such heavy equipment crossings, City of Minot (Minot International Airport), shall berm or mat the crossing area to NDPL's satisfaction. City of Minot's (Minot International Airport) shall fence off and clearly mark other accessible areas to prevent unauthorized crossings.
- k. If explosive devices or any other equipment that produces vibrations is utilized by City of Minot (Minot International Airport), NDPL's pipeline(s) shall not be subjected to a peak particle velocity in excess of four inches (4") per second. Further, no pile driving shall be undertaken within fifty feet (50') of NDPL's pipeline(s).

- I. City of Minot (Minot International Airport), its permitted representatives and agents shall be responsible for notifying the appropriate One-Call system on a timely basis of its activity upon NDPL's ROW
 - m. Upon completion of the construction, City of Minot (Minot International Airport), shall provide NDPL with an "as-built" drawing of the Facility in a format acceptable to NDPL.
2. City of Minot (Minot International Airport) shall bear all expenses incurred in connection with the construction, operation and maintenance of its Facility.
3. City of Minot (Minot International Airport) shall conduct activity upon NDPL's ROW in compliance with all applicable federal, state and local statutes, rules and regulations including applicable provisions of United States CFR 192 and/or 195 (specifically including Operator Qualification Requirements as provided in 192 Subpart N and 195 Subpart G), and shall obtain all permits necessary for compliance with said statutes, rules and regulations.
4. City of Minot (Minot International Airport) shall conduct activity upon NDPL's ROW in a manner that will not interfere with the rights of NDPL in the use and enjoyment of NDPL's ROW grant or endanger the integrity of NDPL's pipeline facilities and all such activity shall be conducted in a neat and workmanlike manner.
5. Any improvements or changes to the Facility upon NDPL's ROW shall require the prior written approval of NDPL.
6. To the extent allowed by North Dakota Law, City of Minot (Minot International Airport) agrees to assume all risk and liability for damages to any and all property or facilities of NDPL or City of Minot (Minot International Airport), resulting from City of Minot's (Minot International Airport), activity, or the activities of its permitted representatives or agents, upon NDPL's ROW at any time, including, specifically, any damage to the pipeline(s), regardless of cause. City of Minot (Minot International Airport), agrees to indemnify, defend and hold harmless NDPL for any and all claims for damages (including reasonable attorney's fees and costs related thereto and incurred by NDPL) to property of any party other than NDPL or City of Minot (Minot International Airport), or any injury to or death of any person resulting from City of Minot's (Minot International Airport), activities, or its permitted representatives or agents, upon NDPL's ROW, regardless of cause or basis for such claim, unless such damage, injury or death results from NDPL's gross negligence.
7. NDPL shall not be responsible for any cost incurred to remove, relocate, repair, replace or improve City of Minot's (Minot International Airport), Facility in the event that NDPL finds it necessary or desirable to conduct repairs or maintenance of NDPL's pipelines(s) or facilities or construct additional facilities, including, but not limited to, additional pipelines, in the future upon the ROW that result in damage or disruption to City of Minot's (Minot International Airport), Facility. Further, NDPL does not warrant that repairs or maintenance of its existing pipeline(s) or facilities or construction of additional pipelines or facilities upon the ROW will not be conducted in the future.
8. City of Minot (Minot International Airport), and NDPL, at their own cost and expense, shall promptly and duly execute and deliver to the other party such further documents and assurances and take such further actions as such other party may, from time to time,

reasonably request in order to more effectively carry out the intent and purpose of this Agreement.

9. Except as specifically provided in this Agreement, nothing contained herein shall be construed to limit or otherwise alter the rights and interests of NDPL and its ROW grant.
10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, representatives, agents and assigns.
11. Prior to commencement of construction or maintenance, City of Minot (Minot International Airport), shall furnish NDPL with proof of commercial general liability insurance providing coverage of no less than Five Million Dollars (\$5,000,000) for property damage and injury to or death of any person and include those policy extensions referred to as contractual liability, contractor's protective liability, employer's liability, cross liability or severability of interest clause, broad form property damage, sudden and accidental time element pollution coverage, products and completed operations liability (for a period of not less than twenty-four (24) months from the date facility construction is complete), commercial automobile liability coverage amount not less than Five Million Dollars (\$5,000,000) for bodily injury and property damage, if applicable, Workers Compensation coverage providing statutory benefits; if applicable, Employer's Liability coverage with a single limit of at least One Million Dollars (\$1,000,000) for each accident and in the aggregate for each employee, and non-owned automobile liability. Where an exposure exists, this policy shall also insure for blasting, explosion, and underground collapse (XCU coverage). City of Minot (Minot International Airport) will add NDPL and its affiliates and subsidiaries as additional insureds and a waiver of subrogation to the policy. Such insurance coverage shall be maintained until completion of construction or maintenance of the Facility.
12. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Dakota.
13. This Agreement shall be effective as of the date of execution.
14. This Agreement may be executed in any number of counterparts and delivered by facsimile or .pdf file and each such counterpart shall have the same legal effect as an original.

IN WITNESS WHEREOF the Parties hereunto have executed this Crossing Agreement as of the date and year first written above.

North Dakota Pipeline Company LLC

By: _____

Date: _____

Printed: Micah J. Harris

Title: Authorized Agent

City of Minot (Minot International Airport)

By: _____

Date: _____

Printed:

Title:

Exhibit A

This Exhibit A is attached to and made a part of this Crossing Agreement between North Dakota Pipeline Company LLC ("NDPL") and City of Minot (Minot International Airport),

Crossing located within the following described parcels:

SE1/4 of Section 7 Township 155N Range 82W in Ward County, North Dakota

Tract Number: BM-82-110

PIN# MI072882520010

(L82) Lat:/Long: Approx. 48.254458, -101.256193- Asphalt Milling Haul Road
(L85 Idle)

Document Number: 448118

Recorded Date: September 28, 1962

Pt SWSE/4 and Pt. NWSE/4 Sect 7 Twp 155N Range 82W in Ward County, North Dakota

Tract Number: BM-82-110-A

PIN# MI072882530010

(L82) Lat:/Long: Approx. 48.258979, -101.263503- Drain Tile
(L85 Idle)

Document Number: 448118

Recorded Date: September 28, 1962

SWNE/4 Sec 18 Twp 155N Range 82W in Ward County, North Dakota

Tract Number: BM-82-111-A

PIN# MI189530100000

(L82) Lat:/Long: Approx. 48.248833, -101.263640- Temp. Haul Road

Document Number: 448119

Recorded Date: September 28, 1962

NESW/4 Sect 18 Twp 155N Range 82W in Ward County, North Dakota

Tract Number: MM-85-71-B

PIN# MI1895300200000

(L82) Lat:/Long: Approx. 48.247046, -101.263683- Temp. Haul Road

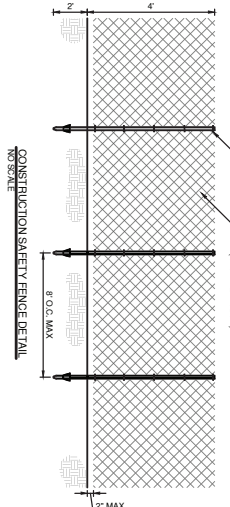
Document Number: 448119

Recorded Date: September 29, 1962

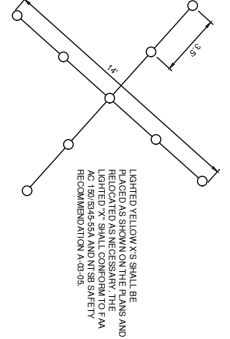
Prepared By: North Dakota Pipeline Company LLC
Land Services
119 N. 25th Street East
Superior, WI 54880

EXHIBIT B

1" = 100' (WITH 1/4" SCALE) 1" = 100' (WITH 1/4" SCALE)
 EACH STEEL LINE POST
 (ORANGE COLOR)



CONSTRUCTION SAFETY FENCE DETAIL
 NOT TO SCALE



NOTES:
 1. SET CONSTRUCTION SAFETY PLAN - PHASE 3, SHEET 8
 FOR THE PROJECT.

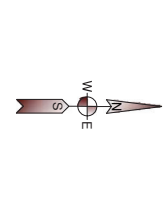
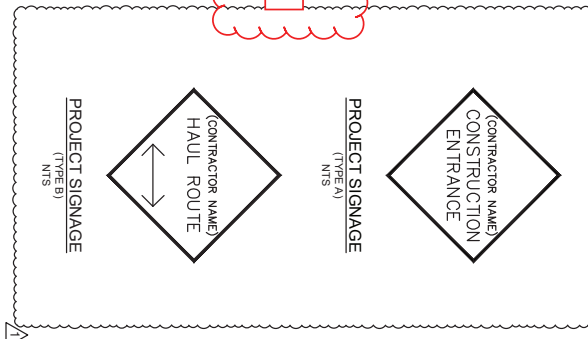
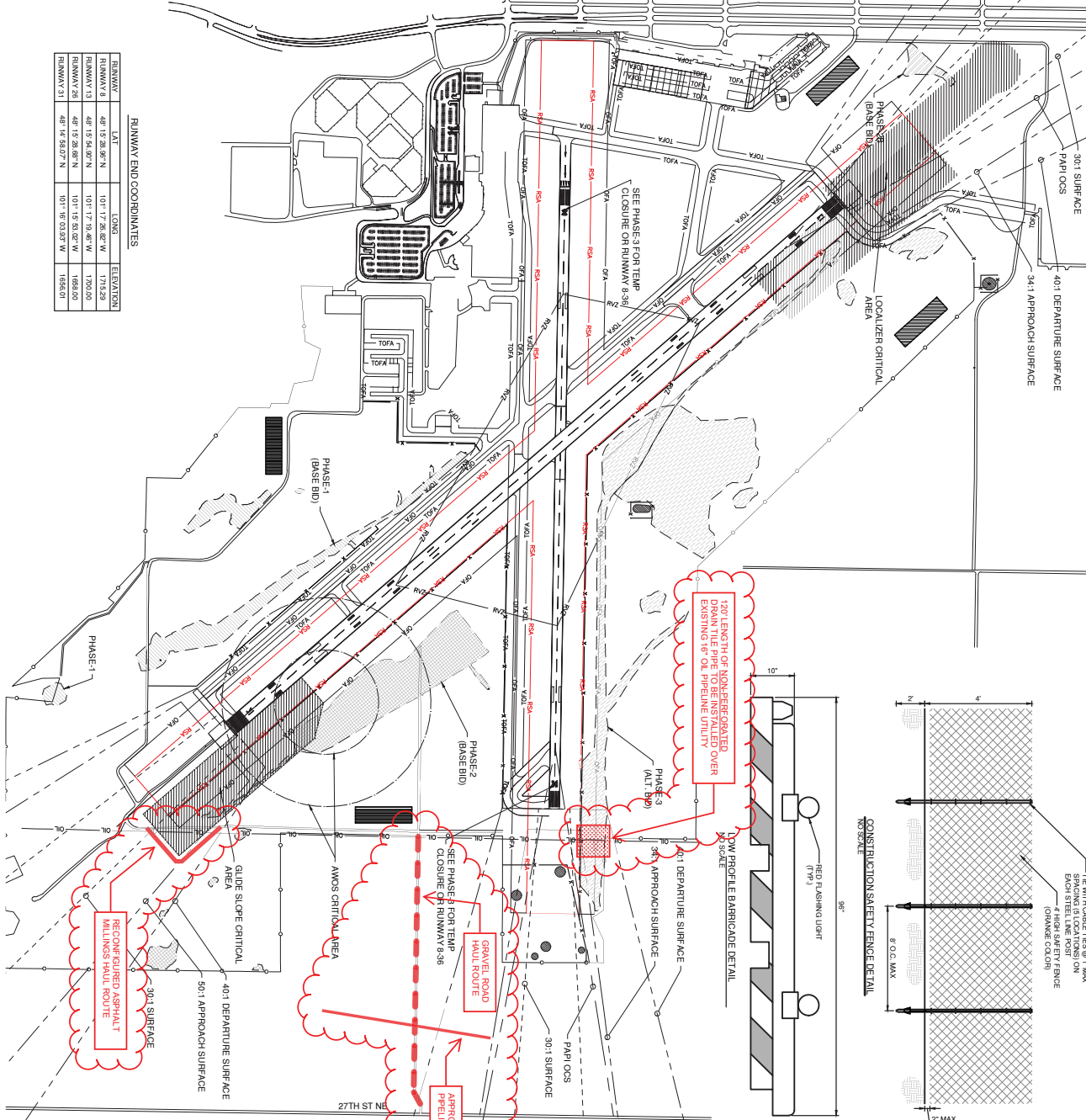
2. ONE SET OF LIGHTED RUNWAY CLOSURE MARKINGS TO
 BE PLACED AS SHOWN ON THE PLANS AND
 RELOCATED AS NECESSARY. THE
 CONTRACTOR SHALL BE RESPONSIBLE
 FOR RETAILING AND MAINTAINING ALL MARKERS AND
 LIGHTS THROUGHOUT THE PROJECT.
 LIGHTED RUNWAY CLOSURE MARKING DETAIL
 NOT TO SCALE

LEGEND

1	CONSTRUCTION SAFETY PLAN - PHASE 3, SHEET 8
2	CONSTRUCTION SAFETY PLAN - PHASE 3, SHEET 8
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100	CONSTRUCTION SAFETY PLAN - PHASE 3, SHEET 8

RUNWAY END COORDINATES

RUNWAY	LAT	LONG	ELEVATION
RUNWAY 6	48° 15' 28.86" N	101° 17' 28.86" W	1712.29
RUNWAY 11	48° 15' 28.86" N	101° 17' 28.86" W	1700.00
RUNWAY 28	48° 15' 28.86" N	101° 15' 28.86" W	1686.00
RUNWAY 31	48° 14' 28.87" N	101° 16' 28.87" W	1656.00



THIS DOCUMENT WAS
 ORIGINALLY ISSUED AND SEALED
 BY THOMAS W. REDDORF,
 REGISTRATION NUMBER
 PE-27788, ON 10/20/2022 AND THE
 ORIGINAL IN THE FARGO COUNTY
 ENGINEERS OFFICE.

GENERAL

CONSTRUCTION SAFETY PLAN

Project Number: 18-00022
 Sheet: 1 of 1
 Date: 11/14/2023

3300 38th Avenue South
 Fargo, ND 58103
 Phone: 701.280.8454 Fax: 701.280.8739
 Web: www.aling.com

Drawn By: J. JOHNSON
 Checked By: M. CARROLL
 Approved By: J. REDDORF

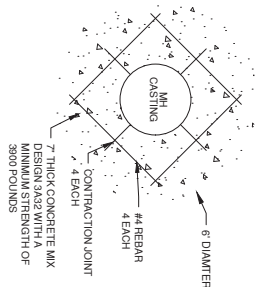
**WILDLIFE HAZARD
 REMOVAL AND DRAINAGE
 IMPROVEMENT**

Minot International Airport
 Minot, North Dakota

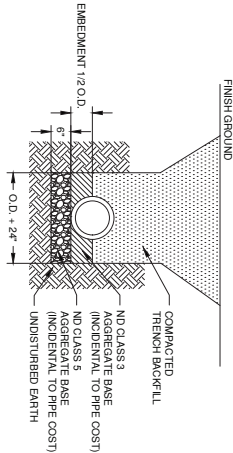
EXHIBIT B

WILDLIFE HAZARD
REMOVAL AND DRAINAGE
IMPROVEMENT
Minnot International Airport
Minnot, North Dakota

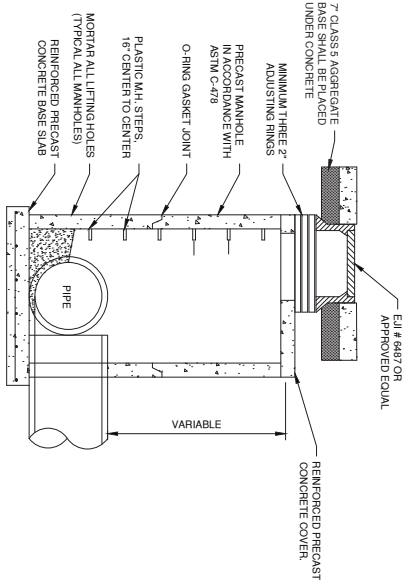
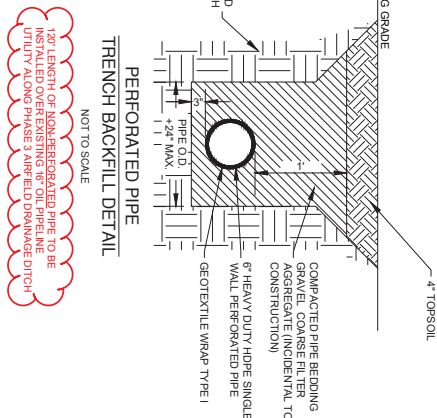
Revision	Date	Description	By
1	10-10-2021	UPDATED DRAWING FOR FINAL JPN	JPN



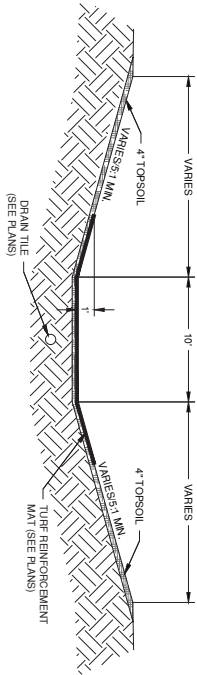
TRENCH DETAIL - RCP
AGGREGATE BEDDING & BACKFILL (OUTSIDE PAVEMENT)
NOT TO SCALE



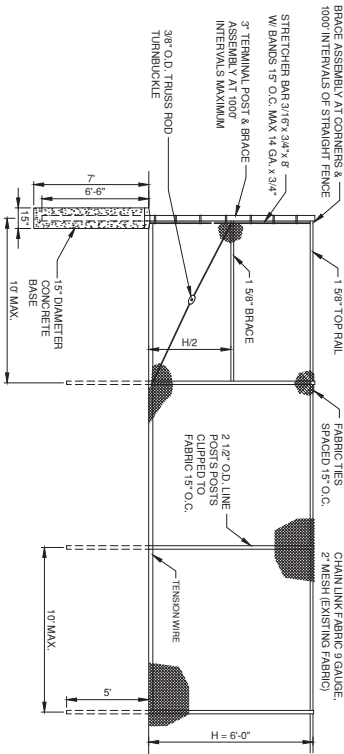
PERFORATED PIPE
TRENCH BACKFILL DETAIL
NOT TO SCALE



STORM MANHOLE/CATCH BASIN
NOT TO SCALE



PROPOSED TYPICAL DITCH SECTION
NOT TO SCALE



TYPICAL 6' FENCE DETAIL
NOT TO SCALE

MADE IN STATE PLANE NORTH
ZONE, US FOOT

THIS DOCUMENT WAS
ORIGINALLY ISSUED AND SEALED
BY THOMAS W. RESDORF,
REGISTERED PROFESSIONAL
ENGINEER, LICENSE NUMBER
PE-27788, ON 10/20/2022 AND THE
ORIGINAL SEAL AND SIGNED
ENGINEERS OFFICE.

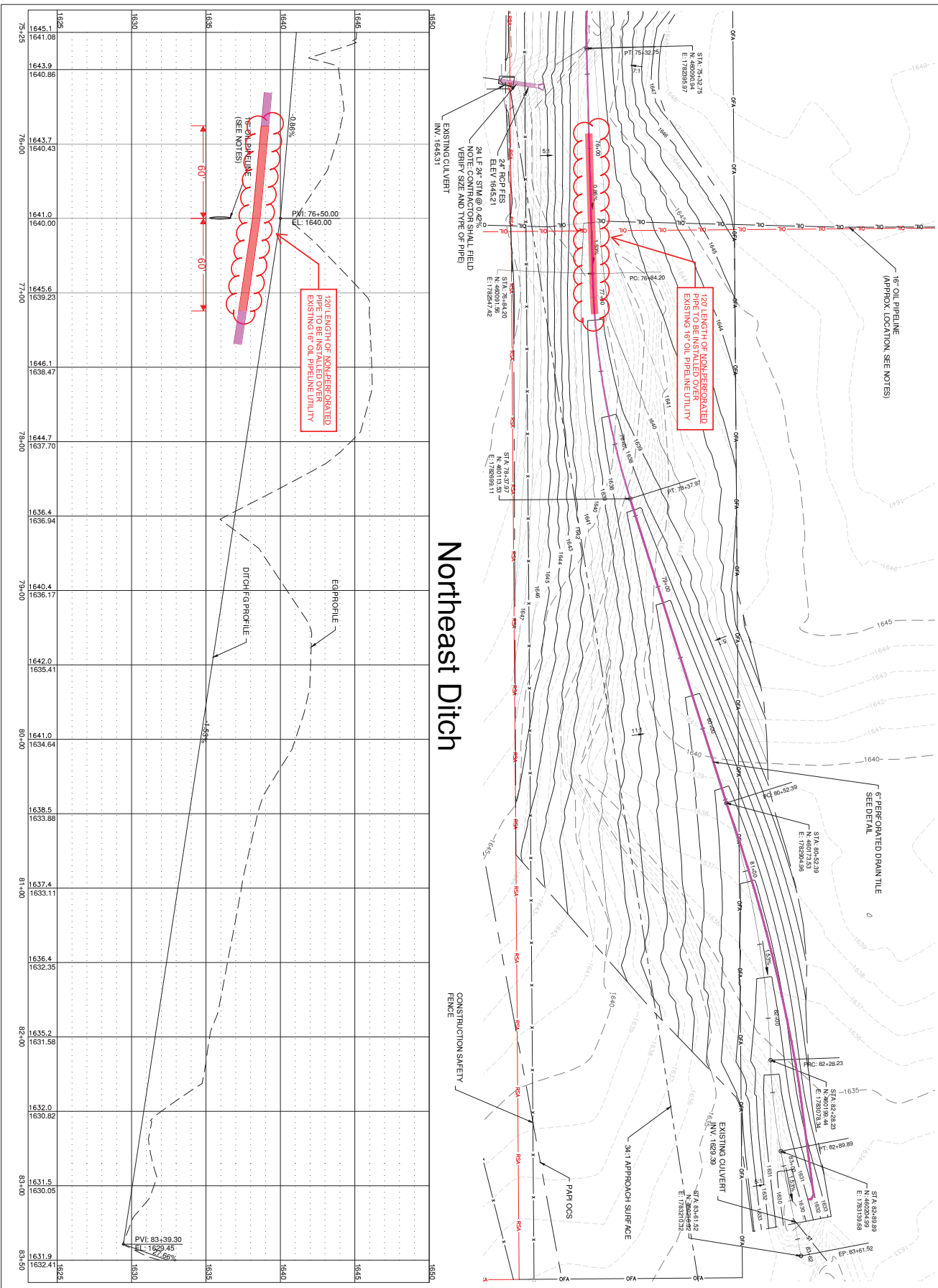
UNITED
We have the way
3550 38th Avenue South
Fargo, ND 58103
Phone: 701.282.8500 Fax: 701.282.8739
Web: www.uengineering.com
Designed By: J. JOHNSON
Approved By: T. RESDORF

TYPICAL SECTION & DETAILS

Project Number: 18-00923
Date: October 2022
Sheet: 11 of 25

EXHIBIT B

Northeast Ditch

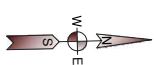
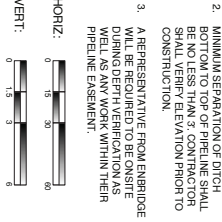


WILDFIRE HAZARD
REMOVAL AND DRAINAGE
IMPROVEMENT
Phase 3, Northeast
Ditch STA
75+00.83-125
(ALTERNATE BID)

Minor International Airport
Minot, North Dakota

Revision	Date	Description	By
1	10-17-2024	DRAMA 316 REVISION	JAN

- LEGEND
- LIMITS OF CONSTRUCTION
- NOTES
1. CONSTRUCTION AND APPROXIMATE DEPTH OF OIL PIPELINE IS BASED ON INFO RECEIVED FROM ENBRIDGE ON JUNE 11TH 2020.
 2. MINIMUM SEPARATION OF DITCH BOTTOM TO TOP OF PIPELINE SHALL BE NO LESS THAN 2' CONTRACTOR SHALL VERIFY ELEVATION PRIOR TO CONSTRUCTION.
 3. A REPRESENTATIVE FROM ENBRIDGE WILL BE REQUIRED TO BE ONSITE DURING DEPTH VERIFICATION AS PIPELINE EASEMENT.



MADE IN STATE PLANE NORTH
ZONE 15 FOOT

THIS DOCUMENT WAS
ORIGINALLY ISSUED AND SEALED
BY THOMAS W. RESDORF,
REGISTERED PROFESSIONAL
PE #7788 ON 10/20/2023 AND THE
ORIGINAL SET OF PLANS WAS
FILED IN THE FARGO COUNTY
ENGINEERS OFFICE.



3250 S. 38th Avenue South
Fargo, ND 58103-4501
Phone: 701.282.8500 Fax: 701.282.8739
Web: www.uteinc.com
Designed By: J. JOHNSON
Approved By: M. CARNOFF
Approved By: J. RESDORF

Project Number: 18-00923
Date: October 2023
Sheet: 43 of 52

From: [Jarrod Nelson](#)
To: [Leanne Golley](#)
Cc: [Brad Keller](#); [James Bender](#); [Matt Guerton](#); [Larry Stone](#)
Subject: RE: Enbridge Crossing Permit Minot Airport - USLAND-1569
Attachments: [image001.png](#)

Leanne-

Thanks for your timely response and for confirming that your office does not intend to charge the Airport/City for Enbridge monitoring costs for this Wildlife Hazard Removal project at the airport. This email confirmation should suffice for Airport/City purposes.

Have a nice day.

Jarrod Nelson, PE (MN, IA, ND, SD)
Senior Airport Engineer
Short Elliott Hendrickson Inc.
651.325.8161 mobile | 651.490.2000 main

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From: Leanne Golley <Leanne.Golley@enbridge.com>
Sent: Tuesday, August 20, 2024 9:27 AM
To: Jarrod Nelson <jnelson@sehinc.com>
Cc: Brad Keller <bradj.keller@enbridge.com>; James Bender <j.bender@wagnerconstructioninc.com>; Matt Guerton <m.guerton@wagnerconstructioninc.com>; Larry Stone <Larry.Stone@enbridge.com>
Subject: RE: Enbridge Crossing Permit Minot Airport - USLAND-1569

Good morning Jarrod,

We have that language included in our crossing agreement to allow for reimbursement on larger projects that requires Enbridge personnel to be on watch and protect for an extended period of time. I have verified with our area supervisor, and they do not intend to charge for this work. Will this email confirmation that we are not charging be sufficient for the Airport/City to sign the consent as it is written?

Leanne Golley

Lands & ROW US

ENBRIDGE
CELL: 612-219-1342
Leanne.golley@enbridge.com
Summit Resources
Integrity. Safety. Respect. Inclusion

From: Jarrod Nelson <jnelson@sehinc.com>
Sent: Monday, August 19, 2024 5:06 PM
To: Leanne Golley <Leanne.Golley@enbridge.com>
Cc: Brad Keller <bradj.keller@enbridge.com>; James Bender

<j.bender@wagnerconstructioninc.com>; Matt Guerton <m.guerton@wagnerconstructioninc.com>

Subject: [External] RE: Enbridge Crossing Permit Minot Airport - USLAND-1569

CAUTION! EXTERNAL SENDER

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Leanne-

Good afternoon. Our office, on behalf of the airport, continues to work with Wagner Construction to address the below-referenced erosion control concerns shared by Enbridge for upcoming portions of project construction.

As well, the airport is preparing to sign an Enbridge Crossing Agreement for project construction over Enbridge utilities. The Crossing Agreement indicates that an authorized representative of NDPL will be present whenever construction is conducted upon NDPL's ROW, and that NDPL may require the City of Minot to reimburse NDPL for the cost of providing a representative or inspector. Is it possible for your office to estimate how much the likely amount of City of Minot reimbursement will be for this project? For that matter, is there a running total to date for this airport project? This City is asking this question, as they are considering the logistical details of payment for this reimbursement.

Thanks for your timely consideration.

Jarrold Nelson, PE (MN, IA, ND, SD)
Senior Airport Engineer
Short Elliott Hendrickson Inc.
651.325.8161 mobile | 651.490.2000 main

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From: James Bender <j.bender@wagnerconstructioninc.com>

Sent: Tuesday, July 16, 2024 2:23 PM

To: Jarrold Nelson <jnelson@sehinc.com>

Cc: Leanne Golley <Leanne.Golley@enbridge.com>; Brad Keller <bradj.keller@enbridge.com>

Subject: Fw: Enbridge Crossing Permit Minot Airport - USLAND-1569

Hey Jarrold, could you take a look at Leannes email concerning the potential downstream erosion over line 85.

Thanks,
James

James Bender | Project Engineer
Mobile: 218.553.2533

Wagner Construction, Inc.
3151 Highway 53, International Falls, MN
56649
Main: 218.283.3700 |
www.wagnerconstructioninc.com



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From: Midwest Region Crossings <mwrcrossings@enbridge.com>

Sent: Tuesday, July 16, 2024 12:56 PM

To: Leanne Golley <Leanne.Golley@enbridge.com>; Larry Stone <Larry.Stone@enbridge.com>; James Bender <j.bender@wagnerconstructioninc.com>; Ben.deedrick@wagnerconstructioninc.com <Ben.deedrick@wagnerconstructioninc.com>

Cc: Brad Keller <bradj.keller@enbridge.com>; Midwest Region Crossings <mwrcrossings@enbridge.com>; Cathy Dunn <Cathy.Dunn@enbridge.com>

Subject: RE: Enbridge Crossing Permit Minot Airport - USLAND-1569

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon James,

Enbridge has a concern with potential downstream erosion over our Line 85 post project. Can the airport please provide us a storm water report for increased volume/velocity that would be discharged into the drainage ditch. We need to maintain a minimum depth of cover over our Lines.

Thank you,

Leanne

Leanne Golley

Lands & ROW US

ENBRIDGE
CELL: 612-219-1342

Leanne.golley@enbridge.com

Summit Resources

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From: Leanne Golley <Leanne.Golley@enbridge.com>
Sent: Tuesday, July 16, 2024 5:09 AM
To: Larry Stone <Larry.Stone@enbridge.com>; James Bender
<j.bender@wagnerconstructioninc.com>; deanna.stoddard@minotnd.org
Cc: Brad Keller <bradj.keller@enbridge.com>; Midwest Region Crossings
<mwrcrossings@enbridge.com>
Subject: Enbridge Crossing Permit Minot Airport - USLAND-1569

Good morning James,

Our Line 85 runs at an angle next to Line 82. During construction you may be driving over our line or may be near Line 85, can you please update the Enbridge Exhibits to include Line 85? I have attached an aerial Map showing the approximate location of the line.

Thank you,

Leanne

Leanne Golley

Lands & ROW US

ENBRIDGE
CELL: 612-219-1342

Leanne.golley@enbridge.com

Summit Resources

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From: Larry Stone <Larry.Stone@enbridge.com>
Sent: Monday, July 15, 2024 1:19 PM

To: James Bender <j.bender@wagnerconstructioninc.com>
Cc: Brad Keller <bradj.keller@enbridge.com>; Leanne Golley
<Leanne.Golley@enbridge.com>
Subject: RE: Enbridge Crossing Permit Minot Airport

Hello James, we had a meeting last week and they are still working on the crossing agreement, and I believe it is under engineer review. We are also working on the calculations of the equipment crossing the Line and how much Dirt or matting we will require for the equipment crossing bypass for the critical glideslope critical area portion of the job.

James how is the project coming along and do you have a estimated time frame yet of wanting to start?

Larry Stone

Line Crossing Technician / MIDWEST REGION

—

ENBRIDGE

Operator of North Dakota Pipeline Company LLC

Tel: 701-857-0872 | Cell: 701-509-7095
2625 Railway Ave Minot, ND 58703

enbridge.com
Safety. Integrity. Respect.

From: James Bender <j.bender@wagnerconstructioninc.com>
Sent: Monday, July 15, 2024 10:59 AM
To: Larry Stone <Larry.Stone@enbridge.com>
Subject: [External] Enbridge Crossing Permit

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Did you get a chance to look at the Enbridge crossing application, If so, how is everything looking? If you have any questions, please feel free to contact me.

Thanks,

James B

James Bender | Project Engineer

Mobile: 218.553.2533

Wagner Construction, Inc.

3151 Highway 53, International Falls, MN
56649

Main: 218.283.3700 |

www.wagnerconstructioninc.com



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Centralized Accounts Servicing Team (CAST) PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CAST@marshmma.com
INSURED Wagner Construction Inc. 3151 Highway 53 International Falls MN 56649	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Mutual Insurance Co INSURER B: SFM INSURER C: SiriusPoint Specialty Insurance Corp INSURER D: INSURER E: INSURER F:
	NAIC # 24465 11347 16820

COVERAGES**CERTIFICATE NUMBER:** 1560241373**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 15,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP0021651	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPP0021635	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB1007546	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	13936226	9/23/2023	11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Pollution Liab Professional Liability			CPPLD000116800	9/23/2023	11/1/2024	Contractor's Poll Lim Professional Liab Lim Occ/Agg \$5M/\$5M 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Minot, North Dakota; Minot International Airport; Ulteig Engineers, Inc.; Short Elliot Hendrickson, Inc. & North Dakota Pipeline Company LLC are included as Additional Insured as respects General Liability for both ongoing and completed operations (on a primary and non-contributory basis), Automobile Liability, Umbrella/Excess Liability and Pollution Liability as required by written contract or agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: October 21, 2024

**SUBJECT: STORM SEWER DISTRICT 121 PUPPY DOG COULEE - APPROVE
PLANS AND SPECIFICATIONS AND CALL FOR BIDS (4087)**

I. RECOMMENDED ACTION

It is recommended City Council approve the plans and specifications and authorize a call for bids.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Emily Huettl, Asst. City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

The metal pipes that carry Puppy Dog Coulee through the mall area were originally installed in 1980 and the system was expanded in the 1990s. The pipes are old and have exceeded their design life. A design project was initiated in 2015 to design a replacement system. Twin 8x12 box culverts were designed to carry the 100 year storm flow for this area.

B. Proposed Project

The end result of this project will be to replace the aging infrastructure with new, sustainable infrastructure designed to handle the 100 year flood event. 16th Street SW will not overtop during a 100 year flood event and flooding in the surrounding neighborhood will be significantly reduced or eliminated. The area can be remapped out of the 100 year floodplain when the project is complete.

The design is complete and the project is ready to be bid. Staff is working through the remaining easement acquisitions with a few property owners and are hopeful those easements are obtained by the time the project is awarded.

C. Recommendation Detail

The plans are complete and the city is prepared to obtain public bids.

IV. IMPACT

A. Aspirations

Resilient and Prepared,

B. Service/Delivery Impact:

This project will be a multi-phased project that will take approximately two construction seasons to build.

C. Fiscal Impact

The project is being funded with multiple funding sources as listed below.

Project Costs

Construction Cost: \$22,132,000

Contingency: \$ 2,213,000

Total: \$24,345,000

Project Funding

ARPA: \$7,491,511

Storm Sewer Development: \$10,156,604

Debt Issuance: \$9,167,284

Total: \$26,815,399 (includes engineering and other costs)

Regarding the debt issuance, staff will be exploring funding the remainder of the project through low-interest loans and bond issuance. The ARPA funds must be obligated and under contract by December 31, 2024 to remain in compliance.

VI. ALTERNATIVES

Alternative 1: Council could choose not to approve plans and specifications.

This would halt the project until council authorizes staff to proceed with bidding.



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: October 21, 2024

SUBJECT: APPROVE BUDGET AMENDMENT FOR EXPENDITURES RELATED TO THE 2024 BOND ISSUANCE

I. RECOMMENDED ACTION

It is recommended the City Council approve the budget amendment on first reading for the cost of the 2024 bond issuance.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The City of Minot issued refunding improvement bonds in September to finance two special assessment districts with closing on October 15th. The cost of the issuance is estimated at \$43,495 which includes services provided by PFM Financial Advisors, Dorsey & Whitney, and Moody's Investor's Service.

B. Proposed Project

These costs were not anticipated in preparing the 2024 budget so staff is recommending a budget amendment to increase the Engineering department's consultant line item.

C. Recommendation Detail

It is recommended City Council approve the budget amendment on first reading to appropriate the costs associated with the 2024 bond issuance and increase the Engineering consultant line item in the 2024 budget.

IV. IMPACT

A. Aspirations

The two project under this bond issuance met each of the Council Aspirations. Traffic Signal District #2022-1 accomplishes the aspirations of Dynamic & Flourishing as well as Excellent & Connected. Street Lighting

District #65 accomplished the aspirations of Safe & Welcoming and Prepared & Resilient.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The costs of the 2024 bond issuance relate to services provided by financial advisors, bond legal counsel, and the rating agency.

Project Costs

\$43,495

Project Funding

10038000-43040 - Engineering Consultants Line Item

VI. ALTERNATIVES

N/A

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
ENGINEERING DEPARTMENT CONSULTANT EXPENDITURES FOR THE
COSTS OF THE 2024 BOND ISSUANCE.**

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

§1: An ordinance amending the 2024 annual budget to increase the engineering department consultant expenditures for the cost of the 2024 bond issuance:

10038000-43040	2022380007	\$30,008
10038000-43040	2023370008	13,487

§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: Kelli Kronschnabel, Fire Chief

DATE: October 21, 2024

SUBJECT: BUDGET AMENDMENT REQUEST -FIRE PREMIUM TAX

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment for the overage of the fire premium tax returned from the State of North Dakota on first reading.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

North Dakota law provides that properly organized fire districts receive financial assistance in the form of an annual payment administered by the Insurance Department. This payment reflects a portion of the insurance premium tax collected from the sale of certain insurance products sold within each fire district. Our distribution check for our share of the insurance premium tax distribution was larger than budgeted. This past legislative session the legislature passed allowing for 100 percent of the fire premium tax funding that is allocated to come back to the fire district.

B. Proposed Project

This funding assists the city in supporting the operational needs of the department.

C. Recommendation Detail

The Fire Chief would like to request a budget amendment to be approved by council for the overage of the fire premium tax returned from the State of North Dakota.

IV. IMPACT

A. Aspirations

Safe and welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

\$617,748.06 received from the state - 50% of the funds received is passed through to the Firefighters Relief Association (\$308,874.03)

Project Funding

\$280,441 10031000-48200 increase pass-thru budget by \$28,433.03

VI. ALTERNATIVES

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
FIRE PROTECTION SERVICES REVENUES AND PASS-THROUGH
EXPENDITURES FOR THE ANNUAL FIRE PREMIUM TAX.**

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

§1: An ordinance amending the 2024 annual budget to increase the fire protection services revenues and pass-through expenditures for the annual fire premium tax:

10000000-33400		\$56,867
10031000-48200		28,433

§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: Jenna Zelinski, Comptroller

DATE: October 21, 2024

SUBJECT: APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

I. RECOMMENDED ACTION

It is recommended City Council approve the September 2024 general accounts receivable write-offs.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The Finance Department is working on an overhaul of all policy documents to modernize and align them with current practices. Many of our current policies cite our legacy software system and procedures that are no longer in practice due to business process improvements made during the implementation of the new ERP system. The General Accounts Receivable Policy was adopted by City Council on July 1, 2024. Within that policy is a requirement for City Council to approve any receivable write-offs in excess of \$2,500.00. The Finance Department will bring a summary of these write-offs to City Council on a monthly basis for administrative approval.

B. Proposed Project

N/A

C. Recommendation Detail

It is recommended the City Council approve the September 2024 general accounts receivable write-offs.

IV. IMPACT

A. Aspirations

The adoption of our General Accounts Receivable Policy is meeting the City Council's aspiration of Excellent & Connected. In accordance with

Generally Accepted Accounting Principles (GAAP), this policy was adopted to remain fiscally responsible and align with industry best practices.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

There is no fiscal impact relating to these write-offs as they relate to duplicate charges or charges completed in error.

VI. ALTERNATIVES

N/A



General Accounts Receivables Write-Offs

September 2024

Pursuant to the General Accounts Receivable Policy adopted by City Council on July 1, 2024, the following write-offs were completed that exceeded the \$2,500.00 threshold requiring City Council approval:

Customer #	Customer	Invoice #	Write-Off	Reason for Write-Off
			Amount	
16154	Oakwells, LLC - Trestle Tap House	19822	\$ 19,293.98	Duplicate charge for Airport terminal concession/utilities
9296	State of North Dakota	20289	18,571.56	Charged in error for ND State Aeronautics Commission grant
9299	Federal Government	19459	2,975.00	Charged in error for FY2022 USDOJ Bullet Proof Vest Grant
			<u>\$ 40,840.54</u>	

Respectfully submitted,

David Lakefield, CPA

Finance Director

10 3rd Ave SW Minot, ND 58701

(701)-857-4784



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: October 21, 2024

SUBJECT: 2024-09-04 MODINE ADDITION - MINOR PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

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

Doug Diedrichsen, Principal Planner, 701-857-4022

III. DESCRIPTION

A. Background

The applicant seeks to move the shared property boundary between two platted lots.

B. Proposed Project

The subject property is located at 511 2nd St SE. The legal description of the property is Ramstads Riverview S/D West 130' of North 50' Lot 2 Block 8.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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

MODIN ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

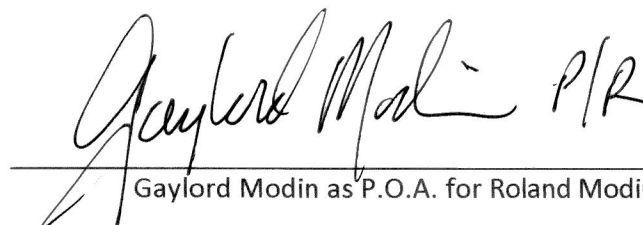
BEING THE WEST 130 FT, OF THE NORTH 50 FT, OF LOT 2, OF BLOCK 8, OF RAMSTADS RIVERVIEW SUBDIVISION,
THE EAST 28 FT, OF THE WEST 158 FT, OF THE NORTH 50 FT, OF LOT 2, OF BLOCK 8, OF RAMSTADS RIVERVIEW SUBDIVISION,
EAST 60 FT, OF THE WEST HALF OF, LOT 1, OF BLOCK 8, OF RAMSTADS RIVERVIEW SUBDIVISION,
TO THE CITY OF MINOT

DESCRIPTION:

Know all men by these presents that Roland Modin, being Owner and Proprietor, of the West 130 FT, of the North 50 FT, of Lot 2, of Block 8, of Ramstads Riverview Subdivision, to the City of Minot, and Arthur Lautt, being Owner and Proprietor, of the East 28 FT, of the West 158 FT, of the North 50 FT, of Lot 2, of Block 8, of Ramstads Riverview Subdivision, to the City of Minot and the East 60 FT, of the West Half of, Lot 1, of Block 8, of Ramstads Riverview Subdivision, to the City of Minot, North Dakota, being more particularly described as follows:

Beginning at the Northwest Corner, of Lot 2, of Block 8, of Ramstads Riverview Subdivision, a Plat being on file at the Ward County Recorder's Office; Thence S 89°21'34" E, on the North Line, of said Lot 1, a distance of 90.00 FT; Thence N 0°41'31" E, a distance of 100.00 FT, to a Point being on the North Line, of Lot 1, of said Block 8; Thence S 89°21'34" E, on the North Line, of said Lot 1, a distance of 60.00 FT; Thence S 0°41'31" W, a distance of 100.00 FT, to a Point being on the North Line, of said Lot 2; Thence S 89°21'34" E, on the North Line, of said Lot 2, a distance of 8.00 FT; Thence S 0°41'31" W, a distance of 50.00 FT; Thence N 89°21'34" W, being Parallel with the North Line, of said Lot 2, a distance of 157.96 FT, to a Point being on the West Line, of said Lot 2; Thence N 0°38'26" E, on the West Line, of said Lot 2, to the Point of Beginning.

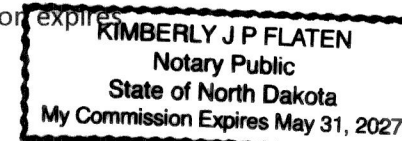
Said described tract, of land contains 0.32 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Modin Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.

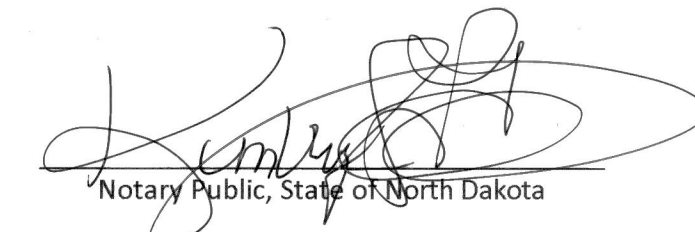

Gaylord Modin as P.O.A. for Roland Modin


Arthur Lautt

STATE OF NORTH DAKOTA, COUNTY OF Ward

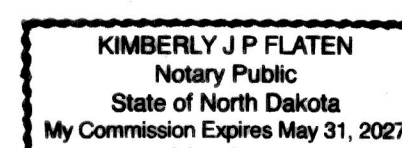
On this 25th Day of September, 2024, before me, a Notary Public in and for said State, Appeared Roland Modin, well known to be the person described in the foregoing description and acknowledged to me that he executed the same on his own free act and deed.

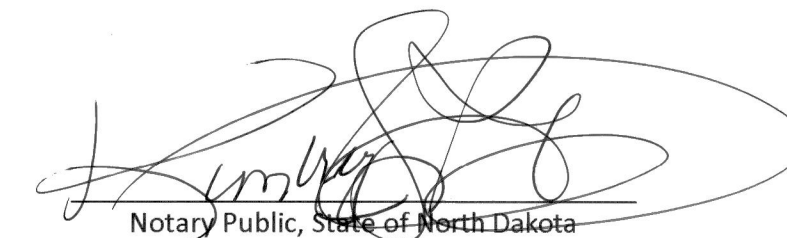
My commission expires 
KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027


Notary Public, State of North Dakota

STATE OF NORTH DAKOTA, COUNTY OF Ward

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

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


Notary Public, State of North Dakota

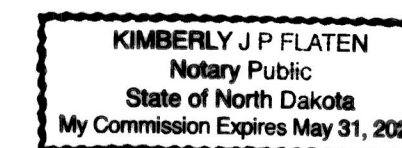
SURVEYOR'S CERTIFICATE

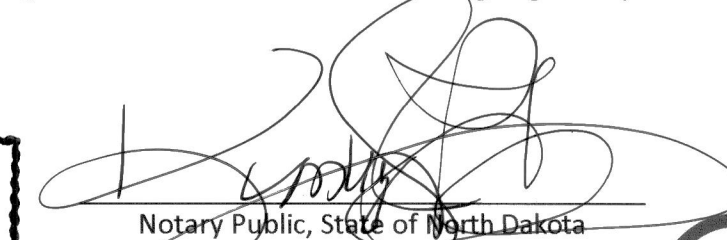
I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge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


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

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 25th Day of September, 2024, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

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

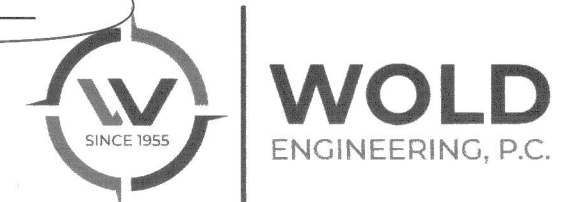

Notary Public, State of North Dakota

APPROVAL

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

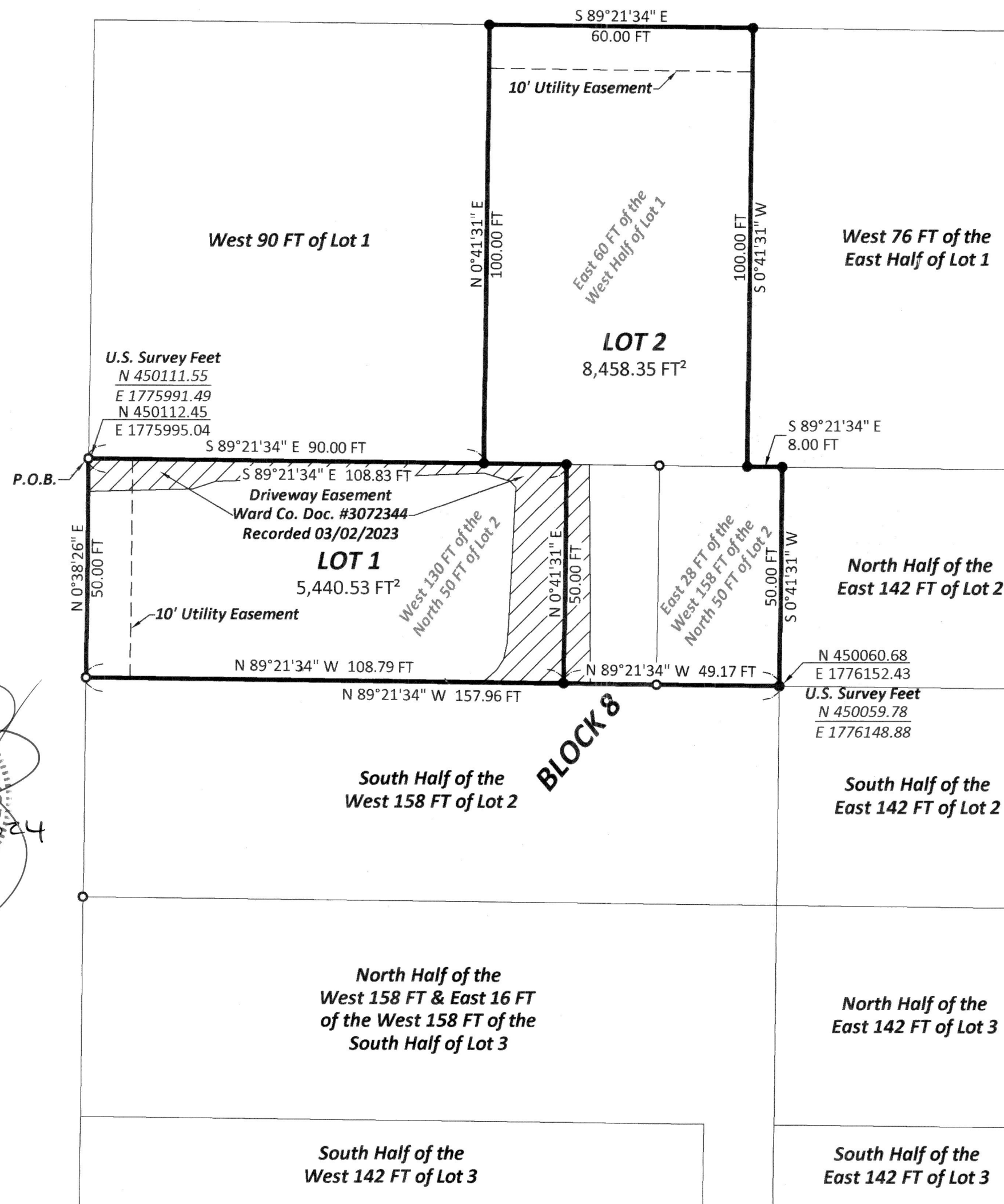
Approved: _____, 2024
Minot City Engineer

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



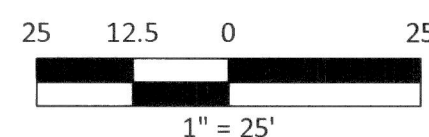
5TH AVE SE

2ND ST ST

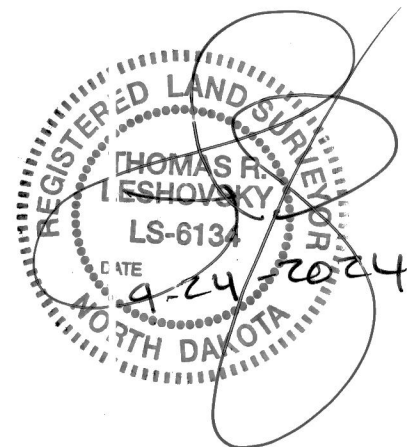


NOTES:

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



- Derotes Property Corner Set
18" - #5 Rebar w/ RLS Cap #6134
- Derotes Property Corner Found





TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: October 21, 2024

SUBJECT: 2024-09-01 CITY OF MINOT 16TH STREET ADDITION - FINAL PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

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

Doug Diedrichsen, Principal Planner, 701-857-4022

III. DESCRIPTION

A. Background

Consider Approval of a major subdivision final plat to subdivide the property into two (2) lots.

B. Proposed Project

The legal description for the property is Outlot 38 less Lot A and Outlot 42, Section 26, Township 155 North, Range 83 West, Ward County, North Dakota.

The subject property address is 1625 Burdick EXPY W.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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

16TH STREET ADDITION

BEING ALL OF OUTLOT 42 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 26, TOWNSHIP 155 NORTH, RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF OUTLOT 42 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 26, TOWNSHIP 155 NORTH, RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26, SAID POINT BEING A BLM BRASS CAP; THENCE S89°12'48"E, ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1079.66 FEET, TO THE POINT OF BEGINNING; THENCE S89°12'48"E, CONTINUING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 236.86 FEET, TO A POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE S00°35'33"W, ON THE NORTH-SOUTH SIXTEENTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1323.01 FEET, TO A POINT BEING THE CENTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE N89°14'35"W, ON THE EAST-WEST SIXTEENTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 284.80 FEET, TO A POINT BEING THE SOUTHWEST CORNER OF SAID OUTLOT 42; THENCE N37°24'13"W, ON THE WEST LINE OF SAID OUTLOT 42, A DISTANCE OF 989.11 FEET, TO A POINT BEING THE NORTHWEST CORNER OF SAID OUTLOT 42; THENCE N52°43'56"E, ON A NORTHERLY LINE OF SAID OUTLOT 42, A DISTANCE OF 831.83 FEET; THENCE N00°47'12"E, BEING PERPENDICULAR TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 33.00 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 755,773.02 SQUARE FEET OR 17.35 ACRES, MORE OR LESS, TO BE KNOWN AS 16TH STREET ADDITION AND SUBJECT TO ALL PRIOR EASEMENTS AND CONVEYANCES OF RECORD, LESS PREVIOUSLY CONVEYED RIGHT OF WAY.

SURVEYOR'S CERTIFICATE

I, BRETT ZELTINGER, ND PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I MADE THE WITHIN AND FOREGOING PLAT AND DESCRIPTION OF LAND AS HEREIN DESCRIBED, AND THAT THE LOTS, DISTANCES, AREA AND LOCATION, AS INDICATED ON SAID PLAT AND CONTAINED IN SAID DESCRIPTION, ARE TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRETT ZELTINGER LS-27331 N.D. PROFESSIONAL LAND SURVEYOR
STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

BE IT KNOWN THAT ON THIS DAY OF , 20 A.D. BEFORE ME PERSONALLY APPEARED BRETT ZELTINGER, AND ACKNOWLEDGED THE EXECUTION AND SIGNING OF THE ABOVE.

NOTARY OF PUBLIC

OWNER'S CERTIFICATE

THE UNDERSIGNED, BEING THE SOLE OWNER OF CERTAIN LAND PLATTED HEREIN, DOES HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT, AND DOES HEARBY REMISE, DEDICATE AND FOREVER QUIT CLAIM, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, THE AREAS DESIGNATED AS DEDICATED ROAD RIGHT OF WAY, BY THIS PLAT, DEDICATES THAT CERTAIN 10 FOOT UTILITY EASEMENT, AS SHOWN HEREON, TO THE PUBLIC USE FOREVER.

ALSO HEREBY DEDICATE EASEMENTS TO RUN WITH THE LAND FOR WATER, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON, OR OVER CERTAIN STRIP OF LAND DESIGNATED HEREON AS "UTILITY EASEMENT".

ALSO HEREBY DEDICATE THAT CERTAIN EASEMENT AS SHOWN ON THIS PLAT AS ACCESS EASEMENT TO RUN WITH THE LAND FOR USE BY THE OWNER OF LOT 1, BLOCK 1, THEIR TENANTS, VISITORS AND LICENSEES, AND FOR THE USE OF ANY GOVERNMENTAL SUBDIVISION, ITS OFFICERS AND EMPLOYEES FOR EMERGENCY SERVICES AND OTHER GOVERNMENTAL USE OR USES, PROVIDED THAT THE IMPROVEMENT MAINTENANCE AND CLEARANCE OF THE EASEMENT IS THE RESPONSIBILITY OF THE LAND OWNING PARTY OWNER OF LOT 2 HEARON.

OWNERSHIP OF LOT 1 AND LOT 2 BY THE SAME PERSON OR ENTITY SHALL NOT CAUSE TERMINATION OR EXTINGUISHMENT OF THIS ACCESS EASEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, THE PROPERTY SUBJECT TO THE ABOVE DEDICATIONS IS DEDICATED AS-IS, WHERE-IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION EXPRESS OR IMPLIED.

CRE-PROVENDER MINOT, LLC A DELAWARE LIMITED LIABILITY COMPANY
BY: JOHN RUSSELL LONG, JR.
ITS: AUTHORIZED SIGNATORY

STATE OF CALIFORNIA
COUNTY OF

BE IT KNOWN THAT ON THIS DAY OF , 20 A.D. BEFORE ME PERSONALLY APPEARED , AND ACKNOWLEDGED THE EXECUTION AND SIGNING OF THE ABOVE.

NOTARY OF PUBLIC

APPROVAL

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED BY THE MINOT PLANNING COMMISSION AND THE MINOT CITY COUNCIL.

CITY OF MINOT ENGINEER DATE





TO: Mayor Ross
Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: October 21, 2024

SUBJECT: WAYFINDING PHASE 1 – FINAL PAYMENT (4620)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$3,743.38 to be paid to Dakota Fence Company for the completion of Wayfinding Phase I (4620).

II. DEPARTMENT CONTACT PERSONS

Tom Joyce, Asst. City Manager, 701-857-4731
Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

During the November 20, 2023 council meeting, Council elected to accept the bid and move forward with Phase 1 of the Wayfinding project.

B. Proposed Project

Phase 1 has been constructed during the summer and wrapped up in early September 2024.

C. Recommendation Detail

This project is consistent with the following items:

1. The City of Minot Economic Development and Planning goals as set forth in IEDC, downtown planning and comprehensive planning documents.
2. The signs will provide a consistent style of signage that will be recognizable at a distance as wayfinding directions and locational signs.
3. The signs will replace older signs with a consistent design that highlights Minot.

IV. IMPACT

A. Aspirations

This project accomplishes the aspirations of Dynamic and Prosperous; Excellent and Connected.

B. Service/Delivery Impact:

Tourism directional wayfinding signage drives visitation, and economic impact by pointing people to the areas a municipality wants people to see, explore and experience and connecting existing visitors to discover more. A properly developed and executed Tourism Wayfinding Plan positively affects the community, both financially and its reputation as being welcoming to visitors and locals alike.

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

Engineer's Estimate \$240,390.00

Low Bid (on rebid) \$367,419.37

Final Construction Total with Change Orders \$374,338.02

Project Funding

Sales Tax - Economic Development

VI. ALTERNATIVES

None except the timely payment to Dakota Fence for the Wayfinding Phase I project.

Contractor's Application for Payment

Owner: <u>City of Minot</u> Engineer: <u>Ackerman-Estvold</u> Contractor: <u>Dakota Fence Company</u> Project: <u>Wayfinding Signage</u> Contract: <u>City of Minot Wayfinding Signage</u>	Owner's Project No.: <u>4620</u> Engineer's Project No.: <u>R19042.01</u> Contractor's Project No.: _____																								
Application No.: <u>3</u> Application Date: <u>9/11/2024</u>																									
Application Period: From <u>8/14/2024</u> to <u>9/11/2024</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 367,419.34</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ 6,918.68</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 374,338.02</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 374,338.02</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td> a. <u>0%</u> X \$ 374,338.02 Work Completed</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td> b. _____ X \$ - Stored Materials</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 374,338.02</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 370,594.64</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 3,743.38</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$ -</td> </tr> </table>		1. Original Contract Price	\$ 367,419.34	2. Net change by Change Orders	\$ 6,918.68	3. Current Contract Price (Line 1 + Line 2)	\$ 374,338.02	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 374,338.02	5. Retainage		a. <u>0%</u> X \$ 374,338.02 Work Completed	\$ -	b. _____ X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ -	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 374,338.02	7. Less previous payments (Line 6 from prior application)	\$ 370,594.64	8. Amount due this application	\$ 3,743.38	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>3D Specialties</u> Signature: <u>[Signature]</u> Date: <u>9/11/24</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Recommended by Engineer By: <u>Austin Becker</u> Digitally signed by Austin Becker Location: Ackerman-Estvold Minot, ND Date: 2024.09.12 08:30:01-05'00' Title: <u>Project Engineer</u> Date: <u>9/12/24</u> </td> <td style="width: 50%; vertical-align: top;"> Approved by Owner By: <u>[Signature]</u> Title: <u>City Engineer</u> Date: <u>10/10/2024</u> </td> </tr> <tr> <td colspan="2"> Approved by Funding Agency By: _____ Title: _____ Date: _____ </td> </tr> </table>		Recommended by Engineer By: <u>Austin Becker</u> Digitally signed by Austin Becker Location: Ackerman-Estvold Minot, ND Date: 2024.09.12 08:30:01-05'00' Title: <u>Project Engineer</u> Date: <u>9/12/24</u>	Approved by Owner By: <u>[Signature]</u> Title: <u>City Engineer</u> Date: <u>10/10/2024</u>	Approved by Funding Agency By: _____ Title: _____ Date: _____																					
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Approved by Funding Agency By: _____ Title: _____ Date: _____																									



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: October 21, 2024

SUBJECT: AIRPORT BUDGET LINE ITEM REDISTRIBUTION - ELECTRIC VAULT EQUIPMENT (AIP 3-38-0037-072-2024)

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to redistribute the budget to the correct line item.

II. DEPARTMENT CONTACT PERSONS

Jessica Long, Business & Development Man., 701-857-4725

III. DESCRIPTION

A. Background

Line item redistribution to move funds from 57200 Infrastructure to 57500 equipment for the cost of the electrical vault project that was previously approved by the council on May 6, 2024. There is no additional funding necessary as funds that were budgeted for a different federal project in the infrastructure account will be used to complete the electrical vault repairs.

B. Proposed Project

Line item redistribution for the cost of the electrical vault repairs.

C. Recommendation Detail

The project originally went out to bid and the contract was approved on May 6, 2024 to Gefroh Electric for \$230,934.00 with Administration costs for the project of \$79,300.00. The funds were originally assigned to the runway 8/26 project in the infrastructure account which will not be started until 2025.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

The electrical vault project is a critical need for MOT. The project has been approved, however funding needs to be moved to the appropriate line item for payment.

C. Fiscal Impact

Project Costs

Total project	\$310,234.00
---------------	--------------

Project Funding

11050000-57200	(310,234.00)
11050000-57500	\$310,234.00

VI. ALTERNATIVES

1. Council can reject the request to redistribute funds and leave the equipment account over budget.



TO: Mayor Tom Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: May 6, 2024

SUBJECT: CONTRACT AWARDS FOR ELECTRIC VAULT (AIP 3-38-0037-072-2024)

I. RECOMMENDED ACTION

- A. Authorize City staff to award the contract to the lowest compliant bidder, Gefroh Electric, Inc., contingent upon receipt of FAA grant funding; and
- B. Authorize City staff to approve contract for construction administration services to be conducted by Short Elliott Hendrickson (SEH) for the project; and
- C. Direct City staff to apply for additional funding, accept if awarded, and have the Mayor, City Attorney and the Airport Director sign contracts, grants, and necessary documents.

II. DEPARTMENT CONTACT PERSONS

- | | |
|---|----------|
| A. Jennifer Eckman, Airport Director | 857-4724 |
| B. Maria Romanick, Airport Operations Manager | 857-4724 |

III. DESCRIPTION

A. Background

The airfield electrical vault building was originally constructed in 1993. The building houses infrastructure required for the airfield lighting, including the runway and taxiway edge lighting, signage, and airport navigational aids. Most of the equipment in the building is original to the 1993 construction. It is 30 years old and has exceeded its useful life and needs replacement. Per Table J-4 in the FAA's AIP Handbook, the minimum useful life for airfield electrical/lighting equipment is 10 years. Airport staff have experienced and documented consistent maintenance challenges with the equipment and replacement parts are becoming increasingly challenging to obtain. The current infrastructure in its current condition poses a risk that airfield lighting will become inoperable without notice with the potential delayed maintenance period, potentially causing safety issue and flight delays.

B. Proposed Project

This project will replace or rehabilitate several pieces of equipment inside the existing electrical vault, including six airfield regulators, S-1 cutouts and associated cabinet, ATCT PCL control switch, and vault overhead lighting. The vault rehabilitation will ensure airfield safety by providing a well operating and maintainable lighting system.

The City of Minot received bids on Tuesday, April 16, 2024 at 2pm. Two bids were received. The bids were below the engineer's estimate. See table below summarizing the bids, as well as the bid tabulation attached as part of this memorandum.

Gefroh Electric (Minot, ND)	\$230,934.00
Main Electric Construction (Minot, ND)	\$308,780.00
Engineer's Estimate	\$315,000.00

C. Consultant Selection

SEH is the engineer of record as was approved at the City Council meeting on May 17, 2021.

IV. **IMPACT:**

A. Strategic Impact:

Safe use of the airport lighting systems is of utmost importance to providing safe and efficient aviation transportation for the Minot Community.

B. Service/Delivery Impact:

By designing a solution to address the unreliable and aging airport lighting systems and components, this project will allow for continued safe operations for aviation at the Minot International Airport.

C. Fiscal Impact:

If the project is not completed Airport operations, including all general aviation, cargo, and commercial services could be shut down in the event the system becomes inoperable due to the age and condition of the electrical vault and the necessity of the equipment for airport operations. This would have a direct negative affect on the airport with a significant decrease in revenues.

The anticipated cost of electrical vault rehab project is outlined below, and it is included in the 2024 CIP for the Minot International Airport:

Base Bid – Electrical Vault Rehab.	\$171,916.00
Alternate 1 – Txy C & Rwy 8/26 Regulators	\$ 50,508.00
Alternate 2 – Vault Fixture Replacements	\$ 8,510.00
Construction TOTAL	\$230,934.00

The anticipated cost for the construction administration is outlined below, and it is included in the 2024 CIP for the Minot International Airport:

Project Costs:

Project Construction Administration and Labor	\$ 46,579.45
Direct Expenses	\$ 32,720.55

TOTAL

\$ 79,300.00

Project Funding

The funding (90 percent) will come from the FAA Airport Improvement Program (AIP). The airport is expected to receive \$1,663,336.00 of AIP Entitlement funds in FY2024. The North Dakota Aeronautics Commission will contribute 5 percent. It is projected that City of Minot share will be 5 percent. Anticipated project funding is summarized below.

Funding Source (anticipated)	Percentage	Total
FAA Airport Improvement Program (AIP)	90%	\$279,210.60
North Dakota Aeronautics Commission	5%	\$15,511.70
City of Minot	5%	\$15,511.70
TOTAL		\$310,234.00

The Runway 8-26 project has been postponed to FY2025, and budgeted funds for that project have been reallocated to this project as the components in the electrical vault are in critical condition and beyond useful life.

V. CITY COUNCIL ASPIRATIONS

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

VI. ALTERNATIVES

An alternate the City Council could recommend that this project be postponed or denied, resulting in a delay for repairs and the potential for failure of the airport's lighting systems. Failure of airport lighting could result in runway and taxiway closures, causing delays for air traffic control's ability to land and taxi aircraft efficiently.

VII. TIME CONSTRAINTS

The final funding requests are required to be submitted to the FAA and the North Dakota Aeronautics Commission by May 20, 2024. Prior to this deadline it is required to have completed design and bidding.

VIII. LIST OF ATTACHMENTS

- A. Bid Tabulation
- B. SEH Proposal – Construction Admin for Electrical Vault Rehabilitation

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the City of Minot, North Dakota
(Owner) and Gefroh Electric, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2024 Electrical Vault Rehabilitation.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Electrical regulator replacement and vault improvements.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).
- 3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 18 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 100 days after the date when the Contract Times commence to run.

1. The work shall be substantially complete by December 31, 2024.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. This applies to each phase duration requirement. Contractor shall pay Owner \$500.00 for each hour that extends past hourly closure requirements.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid attached hereto as Document 00 41 00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions, Supplementary Conditions, and Section 90, Measurement and Payment.

6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Within 60 days after Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 99 percent of Work completed (with the balance being retainage) less 250 percent of the cost to correct or complete work known at the time of Substantial Completion.

- B. Within 60 days of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed; less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions; and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. Upon completion or correction and acceptance of said Work, Owner shall pay the amounts withheld within 60 days as recommended by Engineer.

1. After Substantial Completion Owner shall also withhold one percent of the value of the Contract or \$500, whichever is greater, pending completion and submission of all "final paperwork". Owner shall pay said amount withheld after Substantial Completion within 60 days of submission of all final paperwork as recommended by Engineer.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of 4 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 1. Addenda (numbers 00 00 11 to 00 00 11, inclusive).
 2. This Agreement (pages 00 52 00-1 to 00 52 00-6, inclusive).
 3. Performance Bond (Document 00 61 13).
 4. Payment Bond (Document 00 61 14).
 5. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
 6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-8, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Exhibits to this Agreement (enumerated as follows).
 - a. Contractor's Bid (Document 00 41 00).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. Certificate of Insurance.
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Field Order(s).

- c. Work Change Directive(s).
 - d. Change Order(s).
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 6, 2024, (which is the Effective Date of the Contract).

OWNER:

City of Minot, North Dakota
By: [Signature]
Title: Mayor

[CORPORATE SEAL]

Attest: Mikayla McWilliam S
Title: City Clerk

Address for Giving Notices:

PO Box 5006
Minot, ND 58102

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: Maria Romanick
Title: Operations & Maintenance Man.
Address: 305 Airport Rd, Ste 216
Minot, ND 58703
Phone: (701) 420-4503
Facsimile: _____

CONTRACTOR:

Gefroh Electric, Inc.
By: [Signature]
Title: Vice President

[CORPORATE SEAL]

Attest: [Signature]
Title: President

Address for Giving Notices:

License No. _____
(Where Applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

END OF DOCUMENT

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
AIRPORT CAPITAL EQUIPMENT EXPENDITURES AND DECREASE AIRPORT
CAPITAL INFRASTRUCTURE EXPENDITURES FOR THE ELECTRICAL VAULT
EQUIPMENT REPLACEMENT PROJECT.**

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

§1: An ordinance amending the 2024 annual budget to increase the Airport capital equipment expenditures and decrease capital equipment infrastructure expenditures for the electrical vault equipment replacement project:

11050000-57200		(310,234)
11050000-57500	2024500001	310,234

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

PASSED FIRST READING:

October 21, 2024

PASSED SECOND READING:

November 4, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Zhaina Moya, Library Director

DATE: October 21, 2024

**SUBJECT: MINOT PUBLIC LIBRARY - FURNITURE, DIGITAL KITS, AND
PROGRAMMING BUDGET AMENDMENT**

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Zhaina Moya, Library Director, 701-857-4540

III. DESCRIPTION

A. Background

The Minot Public Library has received a generous donation of \$22,644.45 from the Patrons of the Library group. These funds are earmarked for various items, most notably to purchase new furniture for the Children's Library and supplies for the new digital experience kits that will be added to circulation. Supplies for the digital experience kits include Rokus and various subscription services to cater to a wide audience. There will also be a purchase of Minecraft for five computers and a Minecraft server, to allow for a safer way for teen patrons to partake in the popular game, as well as prizes for the 1,000 Books Before Kindergarten program to continue to encourage reading for our youngest patrons. The furniture will allow our younger patrons to have a wider variety of furniture that is more suitable for them, as well as offer options for more energetic children. To support these items, the library must increase its donation revenue and allocate funds to the memorial expenditure line item, ensuring the net financial impact is zero dollars.

B. Proposed Project

To utilize the generous donation from the Patrons of the Library to improve the community resources at Minot Public Library by acquiring new furniture for the Children's Library, items/subscriptions for digital experience kits for circulation, supplies for various programs, and covering an additional charge for the most recent Minot Daily News Digitization. A portion of the donation will also be

utilized for food and drinks for the Library's in-service day in November. This will increase the Library's donation revenue and allocate funds to the memorial expenditure line item, ensuring the net financial impact is zero dollars.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Safe and Welcoming: New Children's furniture will allow for a comfortable, versatile space for patrons that can be used as needed. The Minecraft server and games will provide the patrons that take part to use their creativity in a safe and monitored way. The supplies for programming and circulation will build community connection, add versatility to the Library's collection, and encourage Library use.

B. Service/Delivery Impact:

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

C. Fiscal Impact

The furniture, digital experience items, and program supplies for the Minot Public Library are being funded through a generous donation of \$22,644.42 from the Patrons of the Library group.

Project Costs

\$400 - Minecraft server & games for 5 computers; \$14,751.32 - Children's furniture; \$2,200 - new charge added to invoice for the digitization of the Minot Daily News; \$500 - prizes for 1,000 Books Before Kindergarten; Up to \$350 - November in-service lunch, breakfast, snacks, and drinks; Up to \$4,443.13 - digital experience kits

Project Funding

Library Memorial Funds (21067000-48206)

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

VI. ALTERNATIVES

Alternative A:

Description: One alternative is to put the funds towards only expanding the Library's collection.

Results: There would be a larger and more versatile collection. However, the Library's collection is only a small part of the Library's purpose. There would not be money put towards furniture that allows for a more comfortable space for patrons or towards programs that encourage reading and creativity. Opportunities for community-building and engagement through improved library facilities and resources would be reduced. Future donations and funding opportunities might be impacted if donors perceive that the library is not effectively utilizing available resources to enhance its services.

Alternative B:

Description: Another alternative is to forego the furniture and program supplies.

Results: This would result in a missed opportunity to enhance community engagement and provide technological resources. The library's ability to engage the community through modern programs and services would be limited. Opportunities for community-building and engagement through improved library facilities and resources would be reduced. Future donations and funding opportunities might be impacted if donors perceive that the library is not effectively utilizing available resources to enhance its services.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
LIBRARY MEMORIAL REVENUES AND EXPENDITURES FOR FURNITURE,
PROGRAMMING, AND CIRCULATION WITH DONATION FROM THE PATRONS
OF THE LIBRARY:**

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

- §1: Amend the 2024 annual budget to increase the library memorial revenues and expenditures for furniture, programming, and items for circulation from the patrons of the library:

21000000-36400		\$22,645
21067000-48206		22,645

- §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: Brent Weber, Fire Battalion Chief

DATE: October 21, 2024

SUBJECT: NDDDES 2024-25 HMEP TRAINING GRANT

I. RECOMMENDED ACTION

- 1. It is recommended City Council accept the North Dakota Department of Emergency Services (NDDDES) FY 2024-2025 Hazardous Materials Emergency Preparedness (HMEP) Training grant and authorize the Battalion Chief to sign the award; and**
- 2. Approve the budget amendment to the 2024 annual budget to increase the fire education and training revenues and expenditures for a Hazardous Materials Emergency Preparedness Grant and allow the use of general fund cash reserves.**

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

The Minot Fire Department Regional Response Team has applied for the NDDDES FY 20234/2025 Hazardous Materials Emergency Preparedness (HMEP) Training funds. Minot Fire Department has been awarded a 2024-25 HMEP grant for training and education to send two members to classroom and hands on training opportunities at the IAFC Baltimore Hazmat Conference and two members to the Florida Hazmat Symposium.

B. Proposed Project

This grant will allow for members to attend classes to experience training with nationally recognized instructors in the Fire Service that otherwise would not be affordable.

This grant will allow more realistic trainings by using props and modern electronic equipment.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

This Grant allows members to attend training in up to date tactics for responses involving Hazardous Materials. This allows for Safe, accurate and quick decision making providing the best service in the safest environment.

C. Fiscal Impact

This award is a 80/20 split with State funding.

Project Costs

Project Costs

Education & Training	\$3,900.00
Travel Costs	\$13,320.00
Salary/Overtime	<u>6,000.00</u>
	\$23,220.00

Project Funding

Project Funding

Federal (80%)	\$18,576.00
City Match (20%)	<u>4,644.00</u>
Total	<u>\$23,220.00</u>

The local match will come from General Fund cash reserves.

VI. ALTERNATIVES

1. Award could be denied and the Fire Department would use training and travel funds shorting funding for other training projects,
2. Fire Department would not attend these training and miss out on the information.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT GENERAL FUND FEDERAL REVENUE AND OVERTIME,
TRAVEL AND TRAINING EXPENDITURES FOR THE FY24-25 HAZARDOUS
MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT AWARD AND
APPROVE THE USE OF GENERAL FUND RESERVES FOR THE LOCAL MATCH.**

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

- §1: Amend the 2024 annual budget to increase the fire department general fund federal revenue and overtime, travel and training expenditures for the FY24-25 Hazardous Materials Emergency Preparedness (HMEP) grant award:

10030000-45800	2024300001	\$13,320
10030000-45900	2024300001	3,900
10030000-41300	2024300001	5,913
10030000-42210	2024300001	87
10000000-33100	2024300001	18,576

- §2: Approve the transfer of general fund cash reserves:

10000000-39101	2024300001	\$(4,644)
10030000-49101		4,644

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Tom Joyce, Asst. City Manager

DATE: October 21, 2024

SUBJECT: REVISED PARKING ORDINANCE (SEC 20-24, PARKING OF HEAVY VEHICLES REGULATED)

I. RECOMMENDED ACTION

It is recommended City Council approve the update of the subject parking ordinance (Sec 20-24), clearly delineating the restriction of parking of a motor home, travel trailer, camping trailer, fifth-wheel trailer, enclosed trailer, utility trailer, recreational trailer, or any other type of trailer, regardless of weight, on any street between 12 am (midnight) and 5 am.

II. DEPARTMENT CONTACT PERSONS

Tom Joyce, Asst. City Manager, 701-857-4731
Dale Plessas, Police Captain, 701-857-9800
Nick Schmitz, Asst. City Attorney, 701-857-3025

III. DESCRIPTION

A. Background

At the September 3, 2024, Council Meeting, City Council directed Staff to look into the option presented where 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 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.

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 (Sec 20-22), with the exceptions noted in Sec 20-24 where "No person shall park between sunset and sunrise on any public street or avenue a vehicle which is required to be registered with the state motor vehicle department and which has a gross weight in excess of eight thousand five hundred (8,500) pounds," and "No person shall park a semitrailer or any other trailer upon a public street if the semitrailer or other trailer is not connected

to a truck tractor or other prime mover.”

In practice, even if the current 48-hour maximum for vehicles weighing less than 8500 pounds 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. Many recreational vehicles weigh in excess of 8500 pounds, and thus are already restricted to parking on city streets from sunset to sunrise. Both of these sections of the code are complaint-based, and thus not currently proactively enforced.

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 aesthetic 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 if weighing 8500 pounds or less), and, if so, by how much. The proposed revised ordinance (by eliminating the maximum weight, grouping all recreation vehicles/trailers into a particular category and being consistent on the time period the ordinance is enforced) will make the ordinance less confusing and easier to enforce, while improving the neighborhood aesthetic and minimizing the number of vehicles/trailers parked on city streets overnight.

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 of such vehicles on city/neighborhood streets to no parking for any longer than the necessary time to expediently load or unload property and/or passengers to no parking from 10 pm to 6 am (or sunset to sunrise, or some semblance thereof). City code currently restricts parking from sunset to sunrise for vehicles with a gross weight exceeding 8500 pounds.

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:

This project improves the City's neighborhood aesthetic and potentially improves traffic and pedestrian safety by reducing the number of large

recreational vehicles/trailers parked in neighborhoods along city streets. In addition, it is responsive to the Citizen Satisfaction Survey requesting increased emphasis on code enforcement of existing codes. The project potentially inconveniences those who are parking said vehicles/trailers on the street overnight.

C. Fiscal Impact

There are no associated direct costs; the Minot Police Department will respond to complaints and, when time permits, take a proactive approach to enforce the code between 12 am to 5 am.

VI. ALTERNATIVES

1. City Council could determine not to update Sec 20-24 of the ordinance.
2. City Council could determine to update the ordinance to restrict the parking of a motor home, travel trailer, camping trailer, fifth-wheel trailer, enclosed trailer, utility trailer, recreational trailer, or any other type of trailer, regardless of weight, on any street to the active loading/unloading of said vehicles/trailers, while maintaining the current restriction in Sec 20-24 of the code, i.e., no parking of any trailer on city streets if not connected to a prime mover.
3. 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 weighing 8500 pounds or less on any street to 24 hours unless said vehicle is moved a distance of more than one (1) block or three hundred (300) feet, whichever is less (while maintaining the current restrictions in Sec 20-24 of the code, i.e., no parking on city streets between sunset and sunrise if the vehicle exceeds 8500 pounds, and no parking of any trailer on city streets if not connected to a prime mover).
4. 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, regardless of weight, on any street to 24 hours unless said vehicle is moved a distance of more than one (1) block or three hundred (300) feet, whichever is less.
5. City Council could determine to update the parking ordinance and make it more or less restrictive than the current ordinance or what is presented in the Recommendation or Alternatives 2, 3, or 4 above.
6. City Council could direct staff to bring back additional research and information for its consideration regarding this matter.



ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 20-24 (PARKING OF HEAVY VEHICLES REGULATED), 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 20-24 (Parking of heavy vehicles regulated) 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. 20-24. – Parking of heavy vehicles regulated

(a) No person shall park ~~between sunset and sunrise~~ on any public street or avenue a vehicle which is required to be registered with the state motor vehicle department and which has a gross weight in excess of eight thousand five hundred (8,500) pounds between 12:00 AM (Midnight) and 5:00 AM.

(b) No person shall park on any public street or avenue a motor home, recreational vehicle, travel trailer, camping trailer, fifth-wheel trailer, enclosed trailer, utility trailer, recreational trailer, or any other type of trailer, between 12:00 AM (Midnight) and 5:00 AM.

~~(b)~~ (c) No person shall park a semitrailer or any other trailer upon a public street if the semitrailer or other trailer is not connected to a truck tractor or other prime mover.

(d) Exception to subparts (a) and (b). A licensed contractor may park an enclosed trailer overnight in front of a home, building, or other worksite they are actively rendering services to, but for no longer than ten (10) consecutive days.

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: October 21, 2024

SUBJECT: 6TH STREET SW AND 11TH AVENUE SW TRAFFIC SIGNAL

I. RECOMMENDED ACTION

It is recommended City Council adopt the Signal Removal with All-Way Stop Conversion alternative and pass the following ordinance revisions:

- 1) Remove Traffic Signal Control
- 2) Add All-Way Stop Control

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

An equipment failure at the 6th Street SW and 11th Avenue SW has put the spanwire traffic signal into all-red flash since late August 2024. The existing equipment for the spanwire signal system came from Bismarck's signal scrap pile and was installed as part of the 2003-2005 reconstruction of S Broadway. The signal cabinet itself has a manufacture date of 1989.

At the start of the 2024-2025 school year, Minot Public Schools experienced several facility changes. The addition of a third middle school dropped the Jim Hill Middle School enrollment from 850 in 2023 to 500 in 2024. Additionally, Minot High School converted from a 11-12 grade school to a 9-12 grade school. These changes have affected traffic in the area.

B. Proposed Project

Per the attached traffic study, Signal Warrant 5 – School Crossing was the only signal warrant that met all the required criteria. It is important to remember that just because a signal warrant is met does not mean that a traffic signal is required to be installed. Other intersection control alternatives are available and should be further reviewed to find the appropriate intersection control measure for the intersection.

Traffic operations for all-way stop control are anticipated to decrease the level of service for the morning peak half-hour of overlapping school and commuter traffic. Throughout the remainder of the day, the all-way stop is anticipated to have an equal or greater level of service compared to a traffic signal system.

C. Recommendation Detail

Costs are always a factor for infrastructure projects. It is anticipated that a full traffic signal replacement would be approximately \$500,000 to \$550,000 in 2024 dollars. The installation of a permanent traffic signal system prior to an upcoming 11th Avenue SW storm sewer district would add to construction difficulties in and near the intersection.

Two interim signal improvements could be considered: A) bare modern signal cabinet replacement has an estimate of \$80,000 to \$90,000 and B) modern signal cabinet with video detection improvements would have an estimated cost of \$140,000 to \$150,000. The remainder of the traffic signal system, foundations, poles and mast arms, could then be installed in conjunction with the future 11th Avenue SW storm sewer project. Or the cabinet could be repurposed in another location.

Similarly, a mini-roundabout could be considered with the future 11th Avenue storm sewer project. A mini-roundabout at the 6th Street SW and 11th Avenue SW would anticipate to have acceptable levels of service throughout the typical school day, as well as be able to handle the morning peak hour traffic which stressed the all-way stop condition analysis. Roundabouts have proven to be an effective safety and traffic control measure and would make a great addition to the transportation network near Jim Hill Middle School.

Expansion of the street lighting system should also be explored. On the north, east and south legs of the study intersection there is inadequate street lighting. Street lighting, per the FHWA, is a safety countermeasure and could provide tremendous benefits to pedestrians in and around the 6th Street SW and 11th Avenue SW intersection and nearby Jim Hill Middle School.

IV. IMPACT

A. Aspirations

Excellent & Connected, Safe and Welcoming

B. Service/Delivery Impact:

Safety and traffic operations are of the utmost importance to the City of Minot Engineering Department and drives our decision-making process.

C. Fiscal Impact

The following are cost estimates in regards to the recommended action and possible alternatives for the 6th Street SW and 11th Avenue SW intersection:

Project Cost Estimates

Alt 1) Signal Removal with All-Way Stop Conversion	\$18,000
Alt 2) Full Signal Replacement	\$500,000 to \$550,000
Alt 3A) Signal Cabinet Replacement	\$80,000 to \$90,000
Alt 3B) Signal Cabinet Replacement with Video Detection	\$140,000 to \$150,000

Project Funding

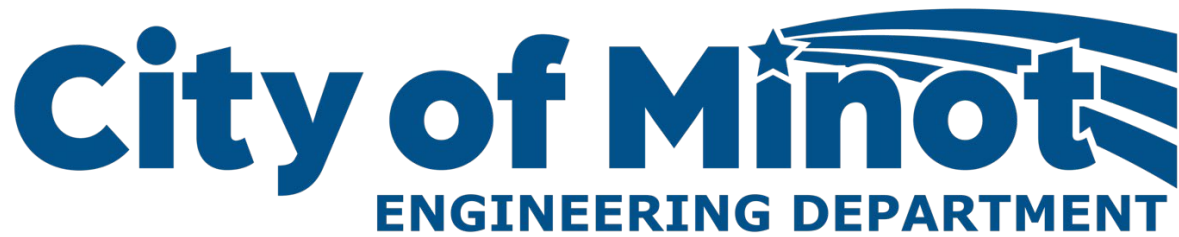
The Engineering Department - Traffic Division has approximately \$190,000 currently unallocated within the Infrastructure - Equipment line item. The Traffic Division was intending to use these funds for a different intersection but paused that project pending a direction for the 6th Street SW and 11th Avenue SW intersection. If additional funds are needed, a budget amendment would be requested and likely funded through Sales Tax - Improvements.

VI. ALTERNATIVES

Alternative 1) is the recommended action - Signal Removal with All-Way Stop Conversion

Alternative 2, 3A, and 3B) City Council could choose to keep signal operations at the 6th Street SW and 11th Avenue SW intersection. This would have the support from the Engineering Department as the intersection does meet Signal Warrant 5 - School Crossing. If this option is chosen, it is staff's recommendation that the signal cabinet be replaced immediately and to continue to operate with the existing spanwire signal system until the 11th Avenue SW storm sewer project commences. At that point, staff recommends permanent/traditional signal standards to be installed.

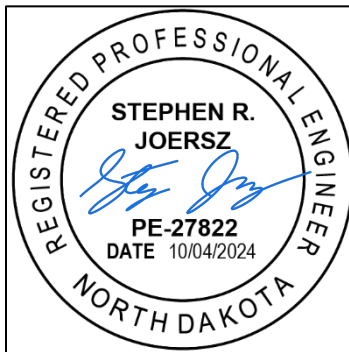
Alternative 4) The 6th Street SW and 11th Avenue SW intersection is a candidate for a mini-roundabout during a future project. This alternative could be combined with either all-way stop or signal operations until the 11th Avenue SW storm sewer project is under construction.



Engineering Report

6th Street SW and 11th Avenue SW

October 2024



I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of North Dakota.

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Purpose

The purpose of this engineering report is to review the traffic control for the 6th Street SW and 11th Avenue SW intersection. This review is prompted by an equipment (cabinet) failure along with staff's hesitancy repairing the twenty-plus year old spanwire system without a plan for the future. The intent of this document is to evaluate appropriate traffic control alternatives for the 6th Street SW and 11th Avenue SW intersection resulting in an executable plan for the City of Minot.

Study Information

The 6th Street SW and 11th Avenue SW intersection is located in southwest Minot. The intersecting corridors are residential in nature with the exception of the northwest corner being educational for both Jim Hill Middle School and Minot High School. The study intersection is highlighted in Figure 1.

Evaluation of the 6th Street SW and 11th Avenue SW intersection and spanwire traffic signal system has been on the Engineering Department's radar for a few years. While initially staff was hoping to prolong the life of the spanwire signal system until the upcoming 11th Avenue SW storm sewer project. An equipment failure, and subsequent expensive repair, has pushed forward the decision point for this intersection.

Minot Public Schools

It is important to note that the Minot Public School system had several major school assignment shifts starting in the 2024-2025 school year:

- The start of the Minot North High School.
- Minot High School changed from 11-12 Grade to 9-12 Grade.
- Number of Middle Schools increased from 2 to 3 with the conversion of Central Campus from 9-10 Grade to 6-8 Grade. The addition of a third middle school revised the middle school boundaries, which in turn lowered attendance to Jim Hill Middle School:
 - 2023 Jim Hill Middle School Attendance – 850 Students
 - 2024 Jim Hill Middle School Attendance – 500 Students

Additional information can be found with the Minot Public School System.

Intersection History

Prior to 2003, the 6th Street SW and 11th Avenue SW intersection operated as an all-way stop. In 2003, a spanwire signal system was installed to help alleviate traffic as part of a detour route for the large and adjacent S Broadway reconstruction project that lasted from 2003 to 2005. The spanwire signal system was intended to only be temporary and for the duration of the project, not permanent, but the North Dakota Department of Transportation (NDDOT) allowed the spanwire signal to stay with the City of Minot to provide maintenance.



Figure 1 – Signal Cabinet

The spanwire signal system originally came from the City of Bismarck's scrap signal stockpile and the cabinet has a manufacture date of 1989. Per NDDOT typical guidelines, a traffic signal controller has a typical lifespan of 10-15 years.

The S Broadway traffic signals at 11th Avenue SW and 16th Avenue SW, the intersections that the spanwire signal system was installed to help, have already experienced signal upgrades. The signal cabinet and video detection system at S Broadway and 11th Avenue SW was upgraded in 2020. The S Broadway and 16th Avenue SW signal experienced a signal cabinet and video upgrade in 2022 and a signal pole replacement in 2024.

Transportation Network

The City of Minot, along with the NDDOT, functionally classifies its roadway network to Federal Highway Administration standards. Functional classification is the process by which roadways are grouped according to the service they are intended to provide. Arterials have more of a mobility focus while collectors and local streets have a more access focused approach.

11th Avenue SW, through the study intersection, is classified as a minor arterial.

6th Street SW changes from a minor arterial north of 11th Avenue SW to a collector roadway south of 11th Avenue SW.

The functional classification for the area surrounding the study intersection of 6th Street SW and 11th Avenue SW is illustrated in Figure 2.

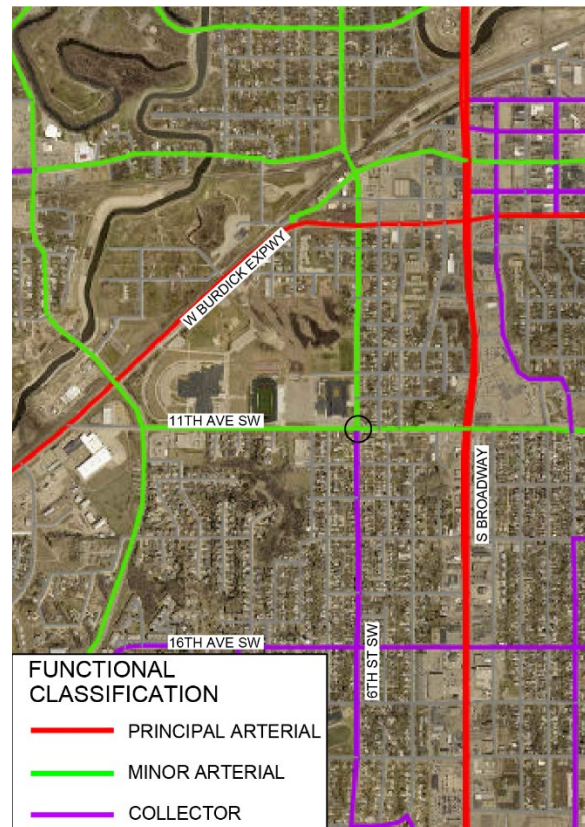


Figure 2 - Functional Classification

Area Traffic Data

Multiple traffic counts have been conducted at and near the 6th Street SW and 11th Avenue SW intersection over the past few years. The City collected intersection turning movements counts in 2021, daily traffic count in the fall of 2023 and the intersection turning movement counts again in the fall of 2024.

Admittedly, the fall 2024 traffic count timeframe was not ideal due to the nearby S Broadway and 16th Avenue SW signal reconstruction which could be diverting some traffic onto 6th Street SW as drivers look to bypass that construction zone and related S Broadway lane restriction. Due to time constraints, multiple traffic counts were still collected for 6th Street SW and 11th Avenue SW over the course of September 2024. The area vehicle traffic count information is aggregated into Figure 3.

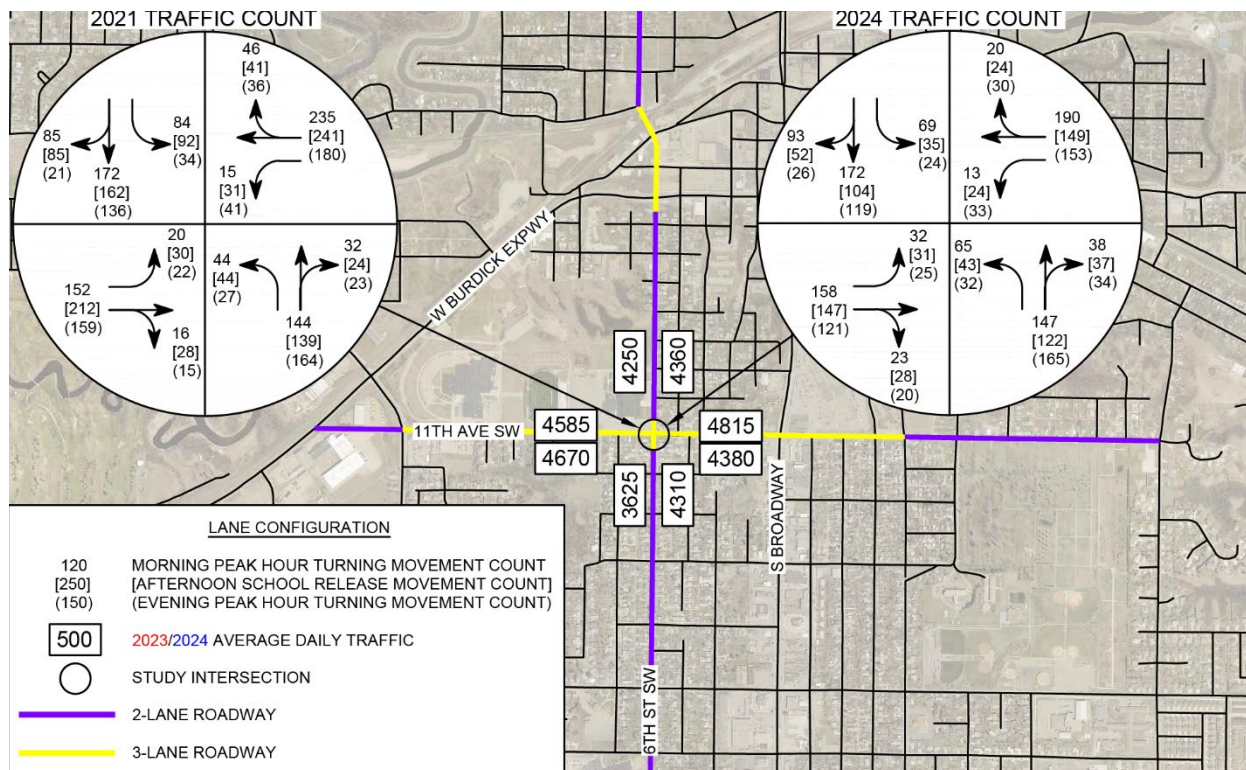


Figure 3 - Area Traffic Data

The 6th Street SW and 11th Avenue SW intersection experiences several peaks and valleys throughout the normal school weekday. As evident in Figure 4, there is a significant peak in the morning between 7:30am through 8:00am. This is where both the general morning traffic peak and the school start time peak align. The afternoon increase in traffic is split between the afternoon school release from 3:00pm to 3:30pm and from the general evening peak in traffic from 5:00pm to 5:30pm.

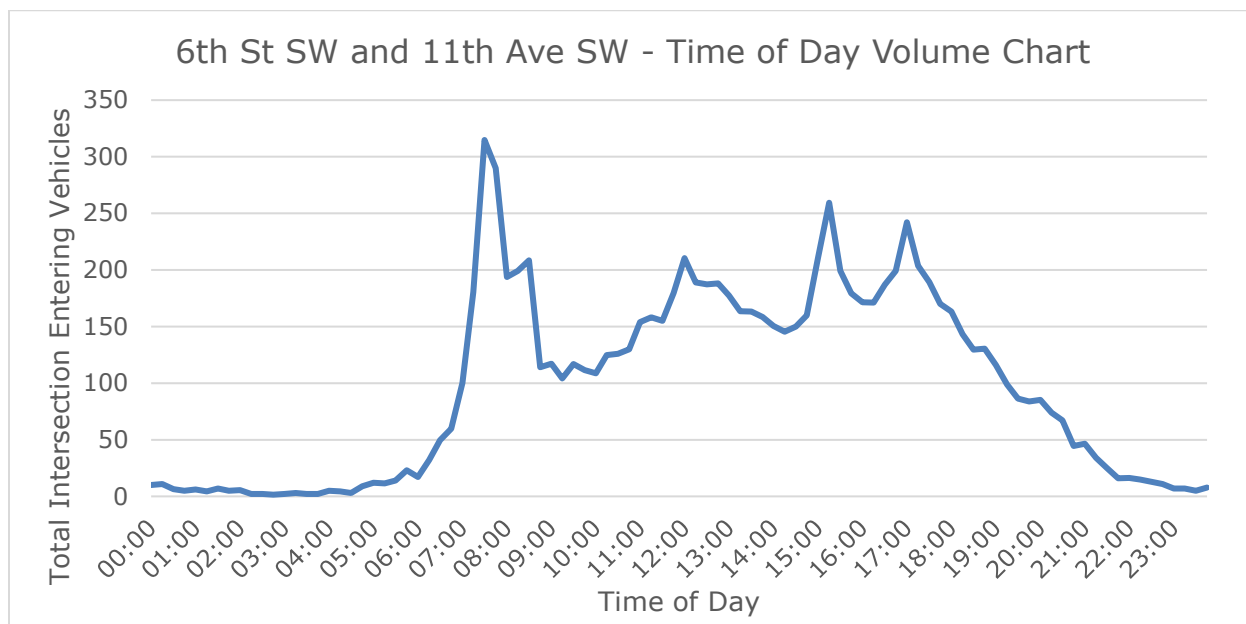


Figure 4 - Time of Day Volume Chart

Pedestrian crossing volume is an important aspect of this intersection. The adjacent Jim Hill Middle School and nearby Minot High School provide a significant pedestrian attraction for schoolchildren. This is important to note regarding the signal warrant analysis as discussed later in this report.

Anecdotally, the quantity of and desire for schoolchildren that walk to either school can vary from day-to-day and can be impacted by several factors, such as those listed below:

Weather – Temperature, wind, rain, snow, and more.

Month – The combination of inadequate streetlighting and late sunrise can lead to dark conditions during the winter months.

Day of the Week – Varying afterschool activities by each day.

The west leg of the 6th Street SW and 11th Avenue SW intersection routinely sees the highest amount of pedestrian activity. The highest pedestrian count observed during the September 2024 data collection was 30 schoolchildren during the afternoon school release.

While the south leg of the intersection does not curb ramps nor a marked crossing, there are schoolchildren that do cross 6th Street SW at this location. The afternoon pedestrian volumes for this south leg may be a little skewed as groups of cross country runners utilize this south crossing. Overall, the pedestrian related traffic count from the Fall 2024 collection period is shown below in Figure 5.

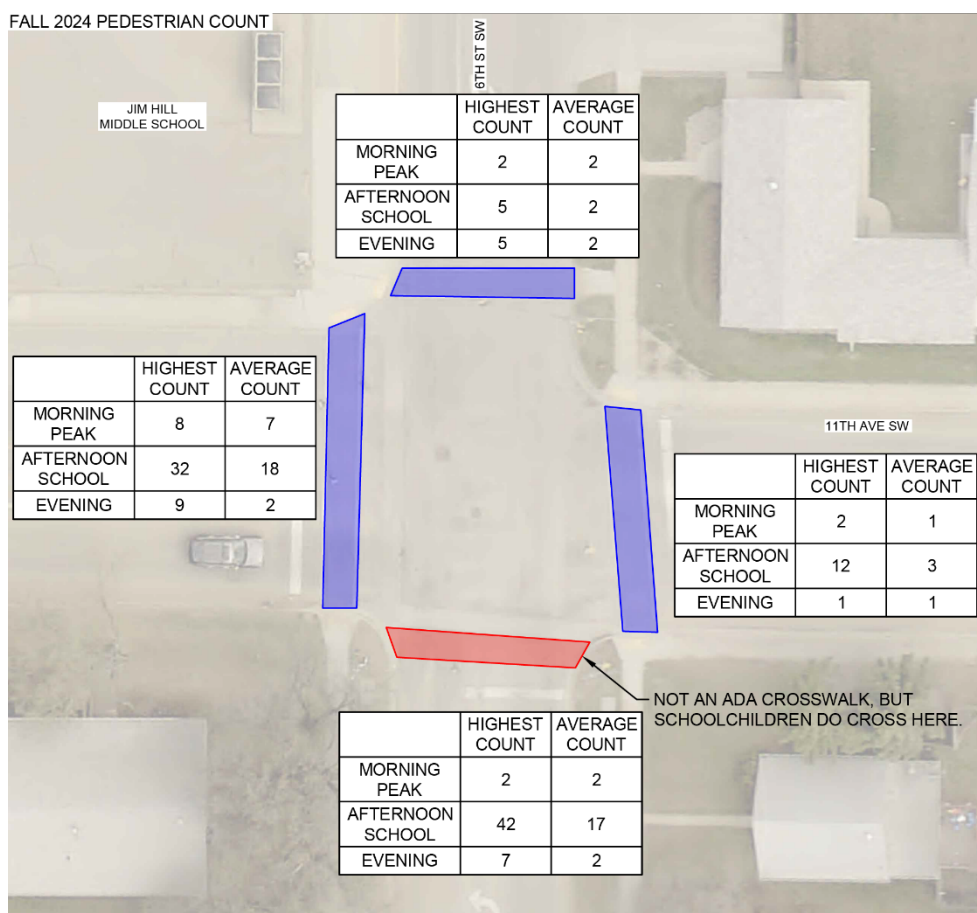


Figure 5 - Pedestrian Traffic Data

Crash History

Reviewing historical crash data information can help identify hidden deficiencies within the transportation system. Seven years, from September 2017 through August 2024, of crash information was obtained from the NDDOT. Six crashes were reported during this seven year period. Below are pertinent information regarding the 6th Street SW and 11th Avenue SW crashes:

- No Injuries were reported. All six crashes were property damage only.
- Three crashes were read-ends.
- Two crashes were angle (t-bone) crashes.
- All six crashes occurred during the school year.

Overall, there does not appear to be any crash trends at 6th Street SW and 11th Avenue SW. Generally speaking, human error is the leading cause of most car crashes. The National Highway Traffic Safety Administration estimates that human error is a factor in 94% of all crashes.

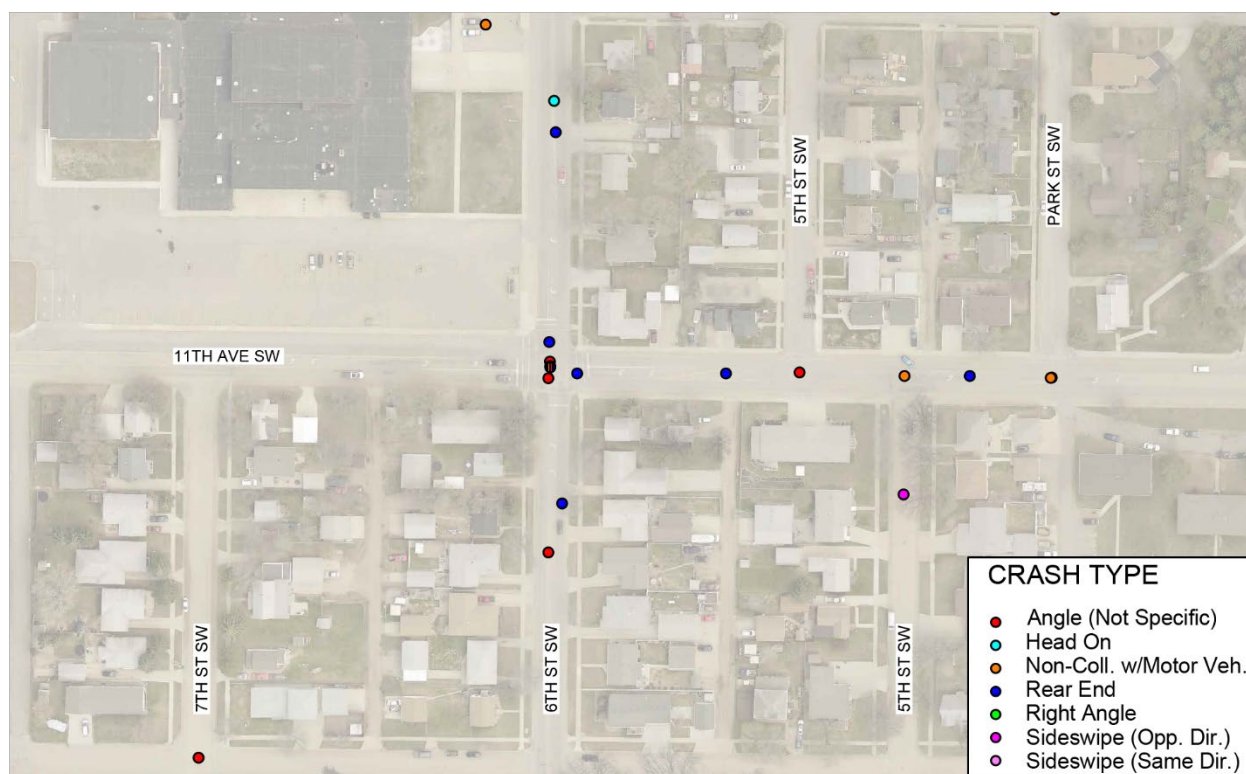


Figure 6 - 6th Street SW and 11th Avenue SW Crashes

Intersection Alternatives

This section will review possible intersection traffic alternatives for 6th Street SW and 11th Avenue SW. It will evaluate warrants and provide information about the pros and cons of each alternative.

Traffic Signal

The installation of a traffic signal should be based upon multiple factors, ranging from signal warrant analysis, pedestrians, crash history, safety, roadway network and cost.

Signal Warrant Analysis

The Manual for Uniform Traffic Control Devices (MUTCD) outlines nine warrants for the installation of traffic control signals. The four signal warrants that pertain to the study intersection are:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 5, School Crossing

Warrant 1 – Eight-Hour Vehicular Volume

The eight-hour vehicular volume warrant is particularly for intersections that have heavy vehicular volume throughout an entire day. The 6th Street SW and 11th Avenue SW intersection only meets the eight-hour warrant for one-hour on the typical school day.

Warrant 2 – Four-Hour Vehicular Volume and Warrant 3 – Peak Hour

The four-hour warrant is applicable for those intersections that have moderate balance volume over large portions of a typical day. The four-hour warrant is closer to being met with two hours crossing the graphical threshold with another hour close. However, the fourth hour that is needed is a significant number of vehicles away from meeting the four-hour warrant.

The peak-hour warrant is typically only applied in locations where there is a significant number of vehicles over a short period of time. Such cases include office complexes, manufacturing plants, industrial complexes, high occupancy vehicle facilities and more. The 6th Street SW and 11th Avenue SW intersection does not meet the requirements for this signal warrant.

The graph depicting the hour traffic data points for the four-hour and peak-hour warrants is shown in Figure 7.

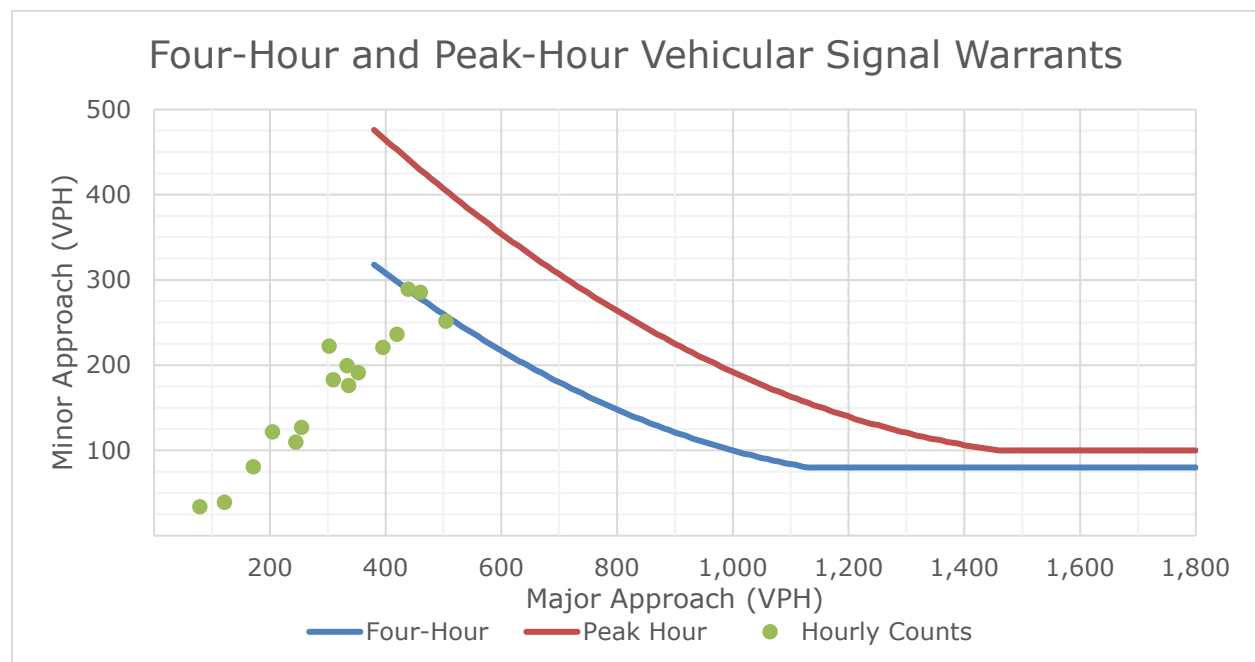


Figure 7 - Four-Hour and Peak Hour Signal Warrant Graph

Warrant 5 – School Crossing

The school crossing signal warrant is intended for those intersections where school children, those from elementary through high school, cross the major street. For the purposes of this analysis, 11th Avenue SW is considered the major street as it has a higher daily traffic vehicle volume, higher pedestrian volume and a wider distance to cross the roadway. There are three criteria for considering the school warrant crossing, they are:

- 1) During the time period when schoolchildren are using the crossing, the gaps are less than the number of minutes.
- 2) There are a minimum of 20 schoolchildren during the highest crossing hour.
- 3) The nearest traffic signal system along the major roadway is greater than 300-feet away.

The 6th Street SW and 11th Avenue SW intersection meets all three of the school crossing signal warrant. The highest number of schoolchildren crossings occurs after school on the west side of 6th Street SW. It is important to note that meeting a signal warrant is an important step in the effort to install a traffic signal system, but it does not necessarily mean that a traffic signal system needs to be installed. It is part of the process and other intersection control alternatives still need to be evaluated to find the best intersection control measure that the specific intersection of review.

Signal Capacity Analysis

Typical traffic operations analysis reviews intersection and corridor operations in an hourly-function. However, given the sharp peaks in traffic volume for the 6th Street SW and 11th Avenue SW intersection, traffic operations for this intersection were reviewed factoring peak half-hour volumes.

As depicted in Table 1, the existing traffic signal is anticipated to provide an efficient level of service throughout the day.

Table 1 - Traffic Signal Capacity Analysis

Traffic Signal Capacity Analysis					
Time of Day	EB	WB	NB	SB	Intersection
Morning	B (11.8)	B (13.7)	B (11.9)	B (11.6)	B (12.2)
School Release	B (11.2)	B (11.5)	A (9.0)	A (8.5)	B (10.2)
Evening	B (11.8)	B (13.5)	B (11.8)	B (11.5)	B (12.1)
* Times Above are for Peak Half-Hours					

Signal Replacement Cost

The cost of traffic signals has significantly risen over the past handful of years. Prior to 2020, a typical traffic signal system would be in the \$250k-\$300k range. Since 2020, the traffic signal industry has experienced rapid inflation. Considering recent traffic signal improvement projects within the City of Minot, it is anticipated that a full traffic signal replacement for the 6th Avenue SW and 11th Avenue SW intersection would cost between \$500,000 and \$550,000 in 2024 dollars.

An upcoming project to keep in mind regarding traffic signals is the proposed 11th Avenue SW storm sewer district. The initial project scope for the 11th Avenue SW storm sewer district includes major infrastructure revisions to the 6th Street SW intersection. Installing a

new traffic signal system within the limited right-of-way could make that future storm sewer project hard to construct. So, it would be ideal to install a permanent traffic signal system in conjunction with that future storm sewer district project. That being said, if the desire is to keep a traffic signal system at the 6th Street SW and 11th Avenue SW intersection, an interim improvement could be made to replace the existing broken signal cabinet with a new and modern signal cabinet. There are two sub-options to consider if the interim cabinet improvement is selected.

- 1) Interim Cabinet with Existing Operations
 - a. Signal would continue to operate in a pre-timed condition and rotate between north/south and east/west phase.
 - b. Anticipated cost between \$80,000 and \$90,000
- 2) Interim Cabinet with Video Detection Improvements
 - a. Signal would operate adaptive to traffic.
 - b. Anticipated cost between \$140,000 and \$150,000

All-Way Stop

All-way stop control can be a useful safety measure at intersections if certain traffic conditions exist. Safety concerns with multi-way stops include pedestrians, bicycles, and all road users who are expecting other road users to stop. Per the MUTCD, an ideal location for an all-way stop is where the volume of traffic on the intersecting roadways is approximately equal. Which is such the case for the 6th Street SW and 11th Avenue SW intersection.

The following guidance is to be evaluated for each all-way stop location:

- 1) Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

The intersection has an existing traffic signal, this guidance is not applicable for this situation.

- 2) A crash problem, as indicated by five or more reported crashes in a 12-month period that are susceptible to correction by an all-way stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.

The intersection as a whole experiences less than five crashes per year. This guidance is not applicable for this situation.

- 3) Minimum volumes warranting a multi-way stop:
 - a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 - b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour.

The current volumes for 6th Street SW and 11th Avenue SW meet do meet the above guidance as the volume thresholds are met for 9 hours on the average school weekday.

Additional relatable criteria from the MUTCD that may be considered for the engineering analysis include:

- 1) Intersections where there is a need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes.

This is an important characteristic of this intersection.

- 2) An intersection of two residential collector streets of similar design and operating characteristics where an all-way stop control would improve operational characteristics of the intersection.

Lane Configuration

Under ideal conditions, the number of lanes per approached is reduced to, or as close as possible to, one lane. It is recommended this practice be applied if the 6th Street SW and 11th Avenue SW intersection converted to all-way stop. 6th Street SW through the intersection is already a two-lane roadway, revising pavement markings to eliminate the existing left-turn lane additions could be made. 11th Avenue SW is a three-lane roadway through the intersection, the left-turn lanes could be kept, however in an attempt to simplify the intersection it would be recommended to gore out the eastbound and westbound center turn lanes. The proposed lane geometry is shown in Figure 8.

PROPOSED PAVEMENT MARKINGS

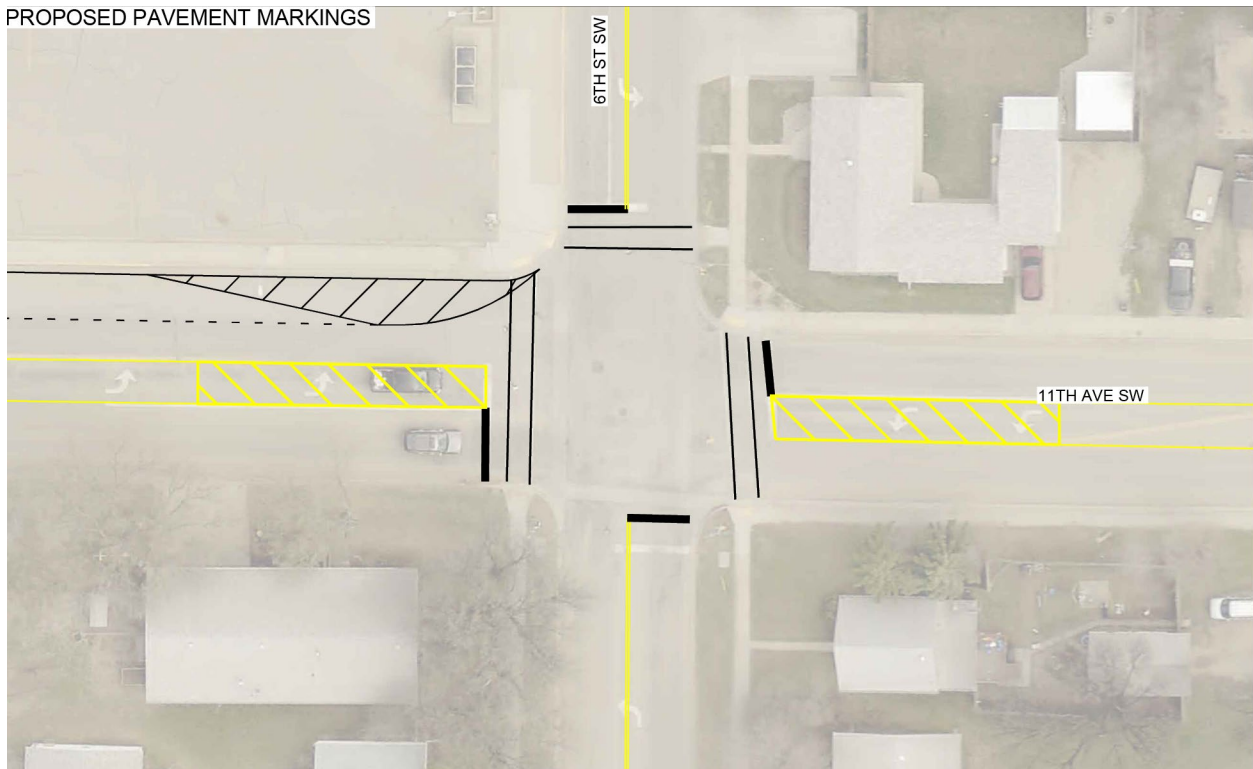


Figure 8 - All-Way Stop Control Pavement Marking Revisions

All-Way Stop Capacity Analysis

As previously, traffic operations analysis was conducted regarding the peak half-hour related to the morning peak, the afternoon school release and the evening peak of traffic. Converting the 6th Street SW and 11th Avenue SW intersection from a traffic signal to an all-way stop does appear to increase delay during the morning peak half-hour. Under signalized conditions, the intersection operates at a level of service "B" with 12.2 seconds of delay for the average vehicle. This average delay is increased to 29.6 seconds which equivalates to a level of service of "D". However, during the other two main peaks in traffic, all-way stop control is anticipated to have to have the same vehicle delay as the traffic signal. Additionally and anecdotally, all-way stop control is anticipated to have a greater level of service during the off-peak times when compared to the traffic signal.

Table 2 - All-Way Stop Capacity Analysis

All-Way Stop Control Capacity Analysis					
Time of Day	EB	WB	NB	SB	Intersection
Morning	C (21.7)	D (27.8)	C (27.8)	E (38.0)	D (29.6)
School Release	B (11.9)	B (11.7)	B (10.8)	B (11.5)	B (11.5)
Evening	B (11.1)	B (11.9)	B (12.5)	B (10.9)	B (11.7)
* Times Above are for Peak Half-Hours					

Overall, the 6th Street SW and 11th Avenue SW meets several criteria for all-way stop control while also maintaining effective traffic operations. Conversion to all-way stop control should be considered.

All-Way Stop Conversion Cost

The conversion from spanwire traffic signal system to all-way stop control would have three primary costs; signal removal, stop sign installation and pavement marking revisions. Factoring these three activities together, it is anticipated that converting the 6th Street SW and 11th Avenue SW intersection from the existing spanwire signal system to an all-way stop controlled intersection would incur a cost of approximately \$18,000, as depicted in Table 3.

Table 3 - All-Way Stop Conversion Cost Estimate

All-Way Stop Conversion Cost Estimate	
Spanwire Signal Removal	\$ 12,000
All-way Stop Assemblies (x4)	\$ 1,000
Pavement Marking Revisions	\$ 5,000
Total Cost Estimate	\$ 18,000

Other Potential Improvements

There are two additional intersection and corridor improvement options could should be considered for the 6th Street SW and 11th Avenue SW intersection, those are a mini-roundabout and streetlight improvements to both the 6th Street SW and 11th Avenue SW corridors.

Mini-Roundabout

A mini-roundabout, similar to a traditional roundabout, is a circular, unsignalized intersection where all traffic moves in a counter-clockwise direction around a central island. The defining feature of a mini-roundabout is that the central island and splitter islands are fully transversable.

A roundabout near a school zone may be a traffic calming measure since vehicles are forced to slow down and yield to traffic. With proper design, a roundabout could be a focal point where transit busses, vehicles and pedestrians are able to share the roadway safely. An example of a mini-roundabout drawn for 6th Street SW and 11th Avenue SW is shown in Figure 9.

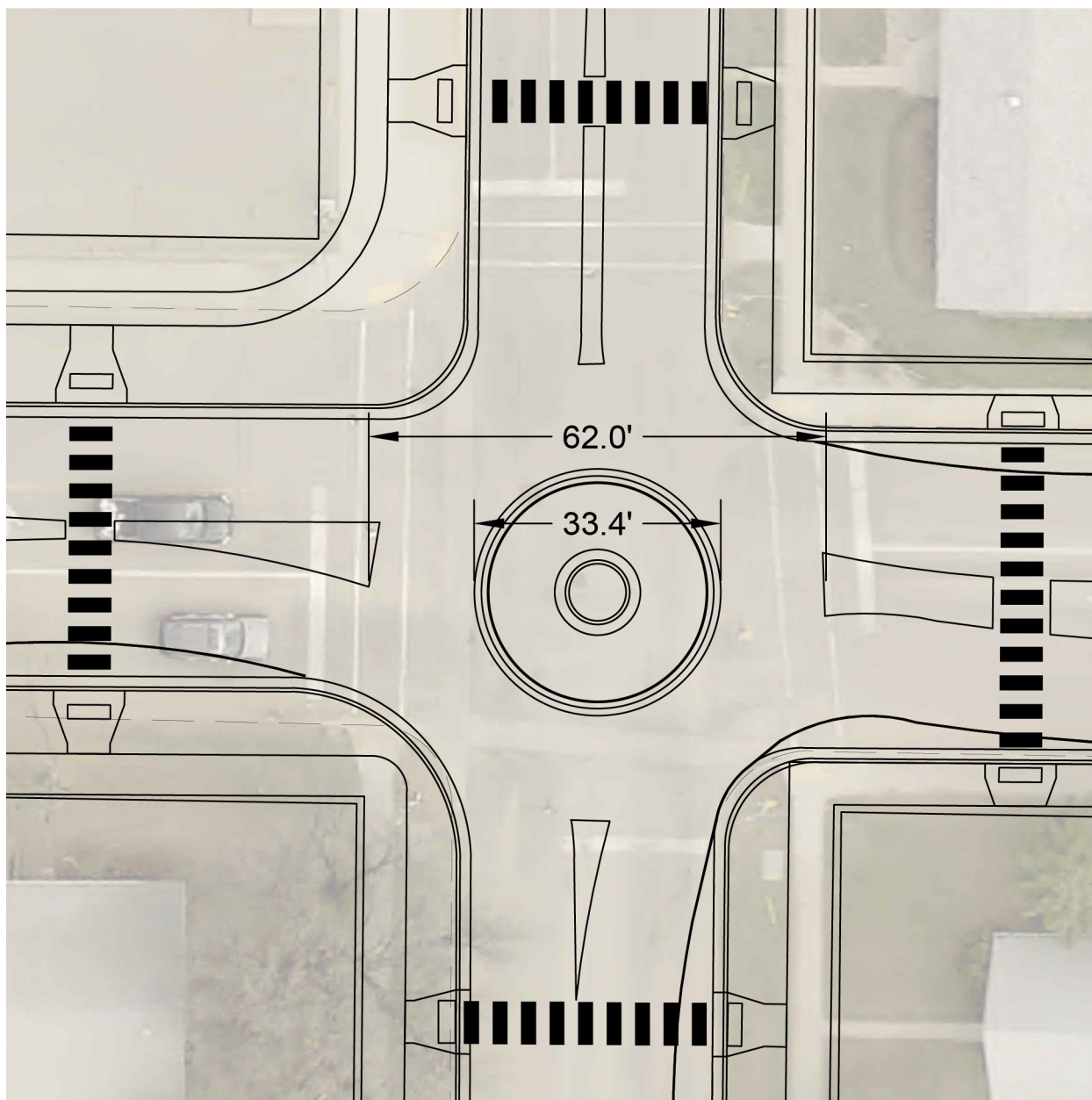


Figure 9 - Possible 6th St SW and 11th Ave SW Mini-Roundabout

Mini-Roundabout Capacity Analysis

To illustrate how effective roundabouts can be, capacity analysis for the mini-roundabout was completed. As shown in Table 4, the mini-roundabout is anticipated to have a level of service "B" for the morning peak and level of service "A" for both the afternoon school release time frame and the traditional evening peak in traffic. It would be assumed that the level of service "A" would continue throughout the remaining portions of the day.

Table 4 - Mini-Roundabout Capacity Analysis

Mini-Roundabout Capacity Analysis					
Time of Day	EB	WB	NB	SB	Intersection
Morning	A (8.2)	A (9.7)	A (9.8)	B (14.8)	B (11.0)
School Release	A (6.8)	A (6.5)	A (6.4)	A (7.4)	A (6.8)
Evening	A (6.1)	A (7.6)	A (7.4)	A (6.4)	A (6.9)
* Times Above are for Peak Half-Hours					

Future Considerations

A mini-roundabout appears to be a great intersection alternative for the 6th Street SW and 11th Avenue SW intersection. It should be studied further and included as an alternative in the future 11th Avenue SW storm sewer district project.

Street Lighting

Street lighting has been proven to be an effective safety countermeasure by the Federal Highway Administration (FHWA). Currently in the study area's expanded roadway network, only 11th Avenue SW west of 6th Street SW has city-owned streetlighting. The north, east and west legs of the 6th Street SW and 11th Avenue SW intersection have intersection and mid-block (where able) street lighting, which is provided by a partnership with Xcel Energy.

Safety statistics provided by FHWA pertinent to this study location include:

- 42% reduction in nighttime injury pedestrian crashes
- 33-38% reduction in nighttime crashes at urban intersections
- 28% reduction in for injury crashes on urban roadway

Although difficult to quantify, the Engineering Department feels that improving the streetlight coverage for not only the 6th Street SW and 11th Avenue SW intersection but also the approaches and the corridor near Jim Hill Middle School would reduce the pedestrian-related crash potential.

Figure 10 illustrates the footcandle illumination provided by the existing streetlight system as well as footcandle illumination provided by a possible streetlight improvement.

While the scale of a streetlight improvement could vary. A cost estimate for adding streetlights on 6th Street SW from 12th Avenue SW to A Avenue SW and on 11th Avenue SW from 6th Street SW to Park Street SW is between \$125,000 and \$150,000.

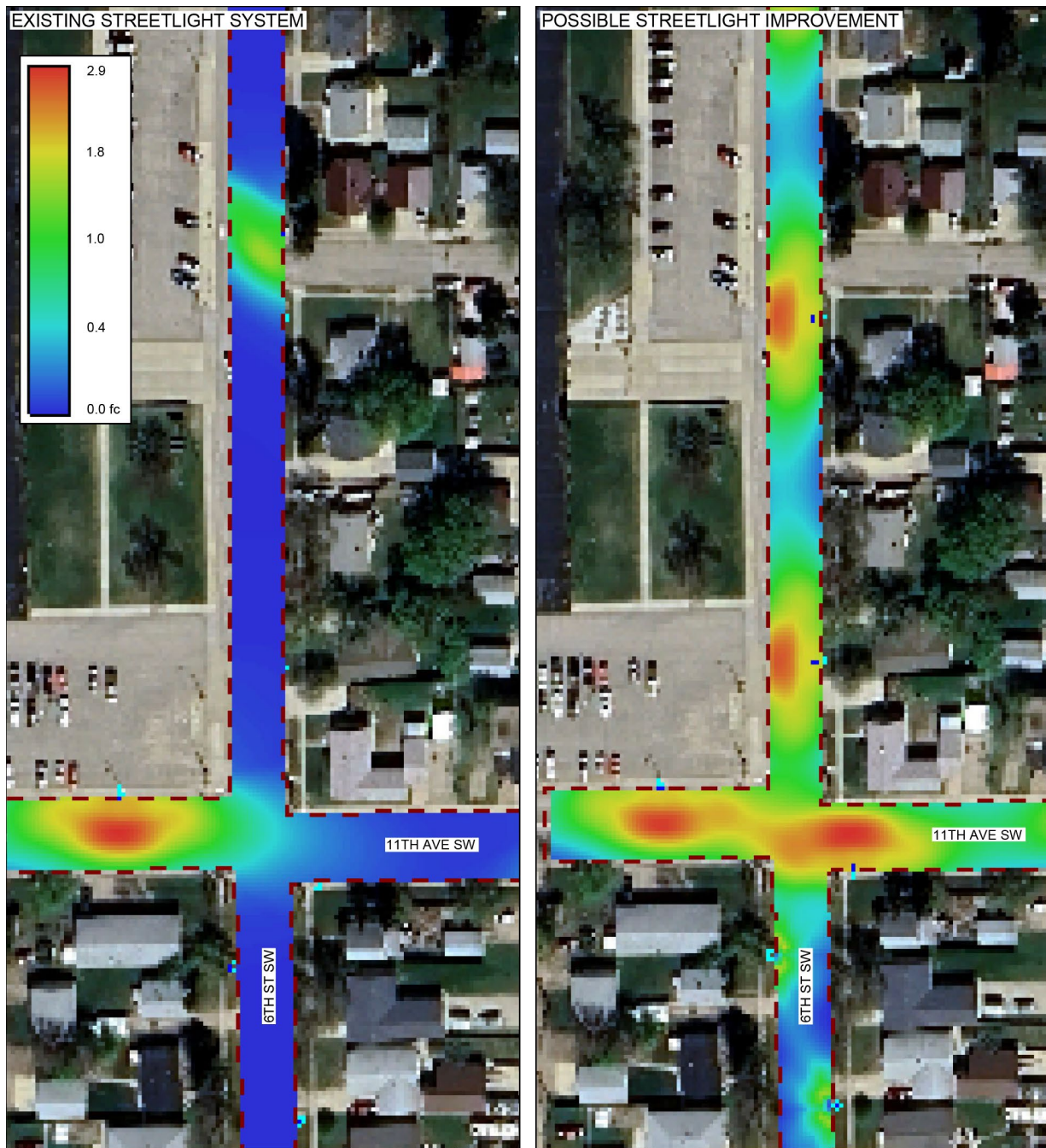


Figure 10 - Street Light Evaluation

Summary

An equipment failure at the 6th Street SW and 11th Avenue SW has put the spanwire traffic signal into all-red flash since late August 2024. The existing equipment for the spanwire signal system came from Bismarck's signal scrap pile and was installed as part of the 2003-2005 reconstruction of S Broadway. The signal cabinet itself has a manufacture date of 1989.

At the start of the 2024-2025 school year, Minot Public Schools experienced several facility changes. The addition of a third middle school dropped the Jim Hill Middle School enrollment from 850 in 2023 to 500 in 2023. Additionally, Minot High School converted from a 11-12 grade school to a 9-12 grade school.

Traffic Data has been collected over the past several years at and near the 6th Street SW and 11th Avenue SW intersection. Collecting traffic data while the nearby S Broadway and 16th Avenue SW traffic signal is under construction is, admittedly, not ideal but due to the timeframe the count was conducted.

Signal Warrant 5 – School Crossing was the only signal warrant that met all the required criteria. It is important to remember that just because a signal warrant is met does not mean that a traffic signal is to be installed. Other intersection control alternatives are available and should be further reviewed to find the appropriate intersection control measure for the intersection.

Traffic operations for all-way stop control are anticipated to decrease for the morning peak half-hour of overlapping school and commuter traffic. Throughout the remainder of the day, the all-way stop is anticipated to have equal level of service compared to a traffic signal system.

Costs are always a factor for infrastructure projects. It is anticipated that a full traffic signal replacement would be approximately \$500,000 to \$550,000 in 2024 dollars. The installation of a permanent traffic signal system prior to an upcoming 11th Avenue SW storm sewer district would provide construction difficulties in and near the intersection.

Two interim signal improvements could be considered: A) bare modern signal cabinet replacement has an estimate of \$80,000 to \$90,000 and B) modern signal cabinet with video detection improvements would have an estimated cost of \$140,000 to \$150,000. The remainder of the traffic signal system, foundations, poles and mast arms, could then be installed in conjunction with the future 11th Avenue SW storm sewer project.

Similarly, a mini-roundabout could be considered with the future 11th Avenue storm sewer project. A mini-roundabout at the 6th Street SW and 11th Avenue SW would anticipate to have acceptable levels of service throughout the typical school day as well as be able to handle the morning peak hour traffic which stressed the all-way stop condition analysis. Roundabouts have proven to be a safety and traffic control measure and would make a great addition to the transportation network near Jim Hill Middle School.

Expansion of street lighting should also be explored. On the north, east and south legs of the study intersection there is inadequate street lighting. Streetlighting, per the FHWA, is a safety countermeasure and could provide tremendous benefits to pedestrians in and around the 6th Street SW and 11th Avenue SW intersection and nearby Jim Hill Middle School.

Recommendation

The Engineering Department recommends that the 6th Street SW and 11th Avenue SW intersection be converted from signal control to all-way stop control along with the pavement marking revisions depicted in Figure 8.

Considerations should be given to the installation of a mini-roundabout at 6th Street SW and 11th Avenue SW as part of the future 11th Avenue SW storm sewer district project.

Considerations should also be given to improving the streetlight infrastructure through the 6th Street SW and 11th Avenue SW corridors, particularly near Jim Hill Middle School.

ORDINANCE NO. _____

AN ORDINANCE ADDING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES; STOP SIGNS AND YIELD SIGNS.

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

Section 1. The following described intersection is hereby removed from the list of City Council created traffic restrictions provided for in Section 20-2 (a) (2-c) – Traffic Lights:

INTERSECTION

6th Street SW & 11th Avenue SW

Section 2. The following described intersection is hereby added from the list of City Council created traffic restrictions provided for in Section 20-2 (a) (2-a) – Stop Signs:

ALL-WAY STOP CONTROLLED INTERSECTION

6th Street SW & 11th 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:

PASSED SECOND READING:

APPROVED:

Thomas Ross, Mayor

ATTEST:

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: October 21, 2024

SUBJECT: MOTION TO RECONSIDER: LAND LEASE RENEWAL - LAVERNE MIKKELSON

I. RECOMMENDED ACTION

Two Part Motion:

- 1. Motion to reconsider the land lease renewal for Laverne Mikkelson.**
- 2. If successful, the second part will be the original motion on the table:**

Approve the land lease extension with LaVerne and Kandi Mikkelson including the approved amendments and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Please refer to the attached memo to council from October 19, 2019 for the full context of the lease agreement.

This item was brought to City Council on October 7, 2024. Council Member Fuller has asked to have this item brought back as a motion to reconsider. This will be a two-part motion. The City Council will first have to vote on the motion to reconsider the item. If successful, the motion on the table would be to approve the land lease extension with LaVerne and Kandi Mikkelson including the removal of the automatic renewal portion of the lease and, include terminology for either party to terminate the agreement with a 1-year notice; and authorize the Mayor to sign the agreement. This motion was initiated by City Council Member Blessum and seconded by City Council Member Pitner.

B. Proposed Project

The Mikkelsons have again requested that the lease be renewed for another 5-

year term.

C. Recommendation Detail

The recommended action is in line with how this issue has been handled dating back to 2010.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

This piece of land was purchased many years ago due to its proximity to existing lagoons and constructed wetlands and the potential construction of a mechanical treatment facility in the future. Having this land under lease eliminates the maintenance requirements of a large tract of land.

C. Fiscal Impact

Project Costs

\$5,000 per year for damages, plus the forgiveness of \$6,558.68 in land rent payment

Project Funding

Payment for the crop damages is budgeted in the 2025 Sewer Department budget

VI. ALTERNATIVES

Council could elect to modify the agreement or make different arrangements with the land lease.

EXTENSION OF AMENDMENT TO CASH FARM LEASE WITH CITY OF MINOT

WHEREAS, in 2004 LaVerne and Kandi Mikkelsen ("the Mikkelsons") entered into a cash farm lease ("2004 Lease") with the Livingston Family Trust regarding certain real property located near the Minot City Lagoon System in Ward County, North Dakota, wherein approximately 550 tillable acres were leased by the Mikkelsons for a period of five years, through December 31, 2009, with a renewal option for an additional five years;

WHEREAS, the Mikkelsons did renew the 2004 Lease for an additional five years and, in 2010, after the City of Minot ("City") acquired ownership of a portion of the property leased by the Mikkelsons through the 2004 Lease, the Mikkelsons entered into an Amendment to Cash Farm Lease ("2010 Amendment") with the City, which provided that the terms and provisions of the 2004 Lease, except as amended by the 2010 Amendment, shall remain intact through December 31, 2014;

WHEREAS, in 2014, the City and the Mikkelsons agreed to extend the expiration date of the 2004 Lease, inclusive of the 2010 Amendment, from December 31, 2014 to December 31, 2019 (2014 Amendment);

WHEREAS, in 2019, the City and the Mikkelsons agreed to extend the expiration date of the 2004 Lease, inclusive of the 2010 Amendment, from December 31, 2019 to December 31, 2024 (2019 Amendment);

WHEREAS, the City and the Mikkelsons now desire to again extend the expiration date of the 2004 Lease, inclusive of the 2010 Amendment, from December 31, 2024 to December 31, 2029.

NOW, WHEREFORE IT IS HEREBY AGREED between the Parties in this matter, specifically, the Mikkelsons and the City, that the terms and provisions of the 2004 Lease as amended by the 2010 Amendment, 2014 Amendment, and 2019 Amendment SHALL BE AMENDED to extend the expiration of the Lease from December 31, 2024 to December 31, 2029.

1. LaVerne and Kandi Mikkelson and the City of Minot agree that all other terms and provisions of the 2004 Lease, as amended by the 2010 Amendment, shall remain intact, unless otherwise amended by written agreement of both Parties, through the extended date of December 31, 2029.

IN WITNESS WHEREOF, The parties hereto have executed this Amendment to Cash Farm Lease on the date and year indicated below.

ATTEST:

CITY OF MINOT, NORTH DAKTOA

Mikayla McWilliams, City Clerk

Tom Ross, Mayor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Tom Ross, Mayor for the City of Minot, North Dakota, and Mikayla McWilliams, City Clerk for Minot, North Dakota.

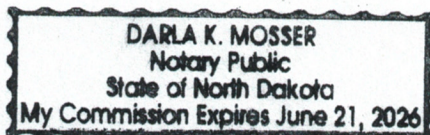
Notary Public

LaVerne Mikkelson

Kandi Mikkelson

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 24 day of September, 2024, by LaVerne Mikkelson and Kandi Mikkelson.



Darla K. Mosser
Notary Public

CASH FARM LEASE

THIS LEASE, Made and entered into this 5th day of December, 2004
between Corinne H. Livingston, Minot, N.D. Trustee for Livingston Family Trust
hereinafter called the Landlord, and Laverne & Kandi Mikkelsen, Minot, North Dakota,
hereinafter called the Tenant.

WITNESSETH:

That the Landlord, in consideration the rents and covenants set forth in this Lease
to be kept and performed by the Tenant, hereby leases to the Tenant the tillable land, to
occupy and use for agricultural purposes, the following described premises and real
estate, located in the County of Ward, State of North Dakota, to-wit:

Section 6: NW ¼ (154-81) New Prairie Township
Section 31: N ½ (155-81) Surrey Township
Section 32: SW ¼ (155-81) Surrey Township

550 tillable acres according to ASCS

1. TERM: The term of this Lease shall be for a period of 5 years, commencing
on the 1st day of January, 2005, and ending on the 31st day of December,
2009. Tenant may renew this lease for an additional 5 years on the same terms
provided he gives notice of his intention to renew no later than November 1,
2009.
2. RENTAL PAYMENTS: the rent due the Landlord from the Tenant shall be
\$25300.00 per year, payable on January 1st each year during the term of this
lease. All rent payments shall be made to Corinne H. Livingston, C/O
Bruce Livingston 1000 7th Ave. NW, Minot, ND 58703. (P.O.A.)

for ordinary wear and depreciation and damages, which are beyond his control.

10. GOVERNMENT PROGRAMS: The farm will be operated in compliance with government programs during the term of this Lease, and all payments from government farm programs shall belong to the Tenant.
11. RELATIONSHIP BETWEEN PARTIES: This Lease shall not be deemed to give rise to a relation between the parties, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this Lease. Each party agrees that the other party shall in no way be responsible for the debts of or liabilities for accidents caused by the other party.
12. SUBLEASE: The Tenant shall not sublet the premises or any part thereof during the term of this Lease without written consent of the Landlord.
13. TERMINATION: Should the Tenant, his heirs, personal representatives or assigns, fail to make the rental payments as provided herein, or fail to fulfill any of the covenants herein contained, then it shall be lawful for the Landlord, his heirs, personal representatives or assigns, to re-enter and take full and complete possession of the premises, and to hold and enjoy the same, without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by the Tenant for the full term of the Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LANDLORD:

Cyrus H. Lippert, Trustee
Bureau of Land Management, P.O. #

TENANT:

Kandi Mikkelsen

STATE OF NORTH DAKOTA)

COUNTY OF WARD)

)ss.

The foregoing instrument was acknowledged before me this 16th day of December, 2004, by David W. Lippert.

David W. Lippert
Notary Public (SEAL)

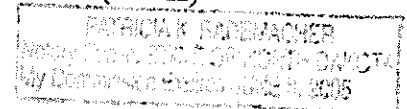
STATE OF NORTH DAKOTA)

COUNTY OF WARD)

)ss.

The foregoing instrument was acknowledged before me this 16th day of December, 2004, by Laverne and Kandi Mikkelsen.

Patricia K. Sandmayer
Notary Public (SEAL)





United States Department of Agriculture
Farm Service Agency

31-155-81

Ward County, ND

1:8,104



February 21, 2008

//

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NOTICE OF LEASE RENEWAL

To: City of Minot
City Auditor
City Hall
515 2nd Ave. SW
Minot, ND 58701

Eugene Livingston
1544 1st Ave South
Fargo, ND 58103

Jarod Livingston
1017 17th Street South
Fargo, ND 58103

Brett Livingston
1337 14½ Street South
Fargo, ND 58103

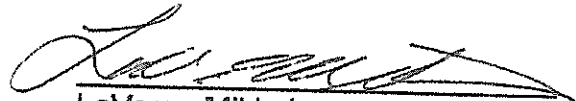
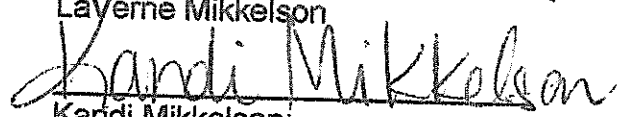
PLEASE TAKE NOTICE That the undersigned, LaVerne Mikkelsen and Kandi Mikkelsen, do hereby renew for and additional term of five years that certain lease entered into by themselves jointly as tenant and Corrine Livingston H. Livingston, Trustee of the Livingston Family Trust, as Landlord, dated ,December 6th, 2004 and affecting the following described premises located in Ward County, ND, to wit:

Township 154 North, Range 81 West
Section 6: NW¼

Township 155 North, Range 81 West
Section 31: N½
Section 32: SW¼

This exercise of the right of renewal is made pursuant to paragraph 1 of the aforementioned lease entitled "Term".

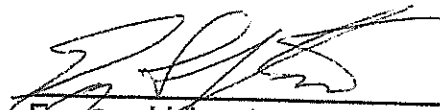
Dated at Minot, North Dakota, October 19, 2009.

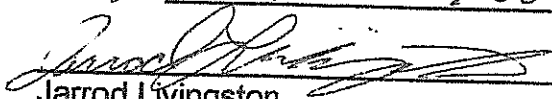

LaVerne Mikkelsen

Karidi Mikkelsen

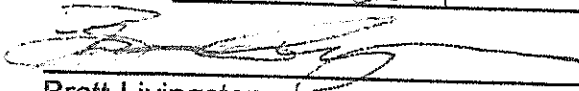
I acknowledge receipt of this Notice of Lease Renewal.

City of Minot

BY: _____
DATED: _____


Eugene Livingston
DATED: 25 Oct. 2009


Jarrod Livingston
DATED: 10-25-2009


Brett Livingston
DATED: 10-25-09

AMENDMENT TO CASH FARM LEASE WITH CITY OF MINOT

WHEREAS, In 2004 LaVerne and Kandi Mikkelson entered into a cash farm lease with the Livingston Family Trust regarding certain real property located near the Minot City Lagoon System in Ward County, North Dakota, wherein approximately 550 tillable acres were rented by the Mikkelson's for a period of five years through December 31, 2009;

WHEREAS, The real property leased by the Mikkelson's pursuant to the cash farm lease required rental payments of \$25,300.00 per year during the five year period, and also provided that the Mikkelson's could renew this lease for an additional five year period on the same terms and provisions provided notice of the intention to renew was given no later than November 1, 2009;

WHEREAS, The City of Minot subsequently acquired ownership of some of the property rented by the Mikkelson's through the cash farm lease wherein the rental payments per year to the City would be in the amount of approximately \$6,558.68 per year, with this arrangement now in effect by extension of the farm lease through December 31, 2014, at which time said cash farm lease shall terminate;

WHEREAS, Over the various years in which this cash farm lease has been in effect various payments have been made by the City in an effort to compromise claims submitted by the Mikkelson's for crop damages alleged to have been caused by leakage from the City Lagoon System;

AND WHEREAS, It is the desire of the City of Minot to address this situation by establishing a specific sum which might be paid to the Mikkelson's with regard to these circumstances;

NOW, WHEREFORE IT IS HEREBY AGREED Between the parties in this matter, specifically, LaVerne and Kandi Mikkelson, tenants, and the City of Minot, as landlord, that the terms and provisions of the cash farm lease executed in 2004 SHALL BE AMENDED with respect to paragraph 2 (rental payments) of said cash farm lease in the following particulars:

1. With respect to the City of Minot only, and with regard to the specific property owned by the City, acreage in Section 31:N½ (155-81) Surrey Township, LaVerne and Kandi Mikkelson shall lease said real property premises through December 31, 2014, without payment of the yearly rental fee to the City of \$6,558.68. In addition, the City of Minot shall pay to LaVerne and Kandi Mikkelson the yearly sum of \$5,000.00 commencing in 2010, and continuing through December 31, 2014, as liquidated damage payments for potential crops. Pursuant to these payments, LaVerne and Kandi Mikkelson agree that they will submit no future claims for lagoon leakage and alleged crop damages to any real property, including, but not limited to, that specified in the cash farm lease of 2004 (Section 6:NW ¼ (154-81) New Prairie Township, Section 31:N½ (155-81) Surrey Township, and Section 32:SW¼ (155-81) Surrey Township), with these requirements to remain in effect until December 31, 2014.

2. Finally, LaVerne and Kandi Mikkelson and the City of Minot agree that all other terms and provisions of the original cash farm lease previously executed in 2004, except as amended by this document regarding paragraph 2 (rental payments), shall remain intact through the extended date of December 31, 2014, with respect to the City of Minot and the Mikkelson's lease agreement.

EXTENSION OF AMENDMENT TO CASH FARM LEASE WITH CITY OF MINOT

WHEREAS, In 2004 Laverne and Kandi Mikkelson entered into a cash farm lease with the Livingston Family Trust regarding certain real property located near the Minot City Lagoon System in Ward County, North Dakota, wherein approximately 550 tillable acres were rented by the Mikkelson's for a period of five years through December 31, 2009;

WHEREAS, In 2010, after the City of Minot had acquired ownership of some of the property rented by the Mikkelson's through the cash farm lease, Laverne and Kandi Mikkelson entered into the Amendment to Cash Farm Lease with the City of Minot (attached in its entirety for reference);

WHEREAS, said Amendment to Cash Farm Lease specifically indicates the terms and provisions of the original cash farm lease executed in 2004, except as amended by the Amendment to Cash Farm Lease, shall remain intact through December 31, 2014;

WHEREAS, Laverne and Kandi Mikkelson ("the Mikkelsons") and the City of Minot ("City") the parties to the Amendment to Cash Farm Lease both desire to extend the date of the from December 31, 2014 to December 31, 2019.

NOW, WHEREFORE IT IS HEREBY AGREED Between the parties in this matter, specifically, Laverne and Kandi Mikkelson, tenants, and the City of Minot, landlord, that the terms and provisions of the cash farm lease executed in 2004 as amended by the Amendment to Cash Farm Lease executed in 2010 **SHALL BE AMENDED** to extend the date in which the terms and provisions of the original cash farm lease, as amended by the Amendment to Cash Farm Lease executed in 2010, remain intact, from December 31, 2014 to December 31, 2019:

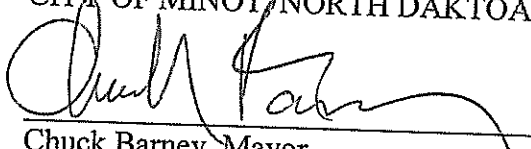
1. Laverne and Kandi Mikkelson and the City of Minot agree that all other terms and provisions of the original cash farm lease previously executed in 2004 as amended by the Amendment to Cash Farm Lease executed in 2010 shall remain intact through the extended date of December 31, 2019, with respect to the City of Minot and the Mikkelson's lease agreement.

IN WITNESS WHEREOF, The parties hereto have executed this Amendment to Cash Farm Lease on the date and year indicated below.

ATTEST:



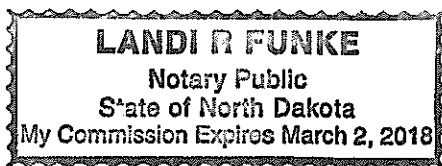
Lisa Jundt, City Clerk

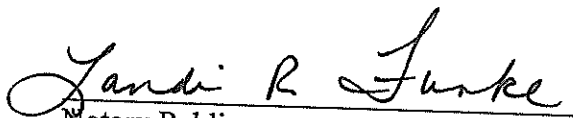
CITY OF MINOT, NORTH DAKOTA


Chuck Barney, Mayor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 3 ^{Sept.} day of ~~July~~, 2014, by Chuck Barney, Mayor for the City of Minot, North Dakota., and Lisa Jundt, City Clerk for Minot, North Dakota.





Notary Public

Laverne Mikkelson

Kandi Mikkelson

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this ____ day of July, 2014, by Laverne Mikkelson and Kandi Mikkelson Minot, North Dakota.

Notary Public

2014 County Rents and Values

North Dakota

April 2014

An annual survey of farmers and ranchers was conducted to obtain average rental rates and the value of rented land in their localities. Approximately 4,000 North Dakota agricultural producers were sampled for this survey conducted January 27 – February 8, 2014. Almost 2,005 reports contained positive data. We would like to thank all who participated, for without their cooperation this report would not be possible.

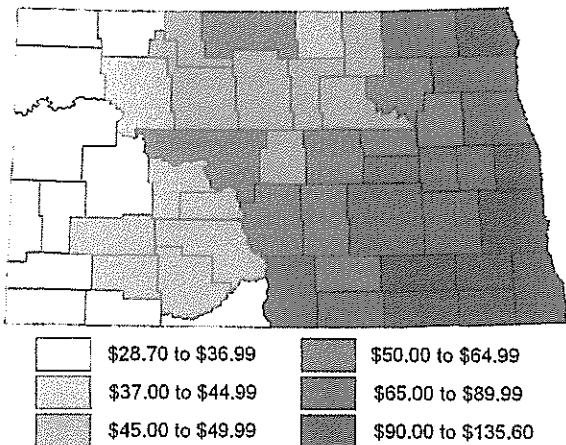
The tables in this report contain county-level data for cropland, pastureland, alfalfa hayland, other tame hayland and wild or prairie grass hayland. All data refer to non-irrigated land and only include information for

cash rental arrangements. All fee-per-head, animal unit month and share rent arrangements were excluded.

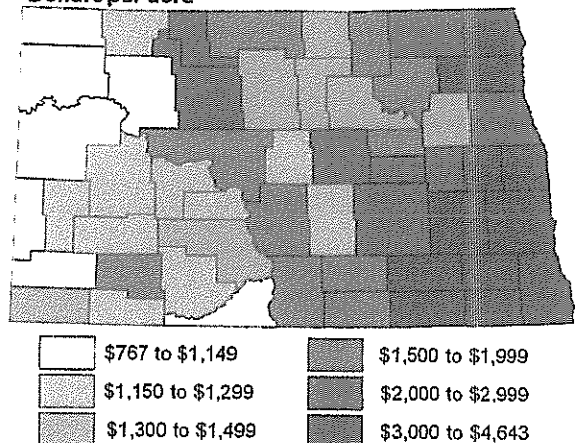
The minimum and maximum values show the range of reported local average data in each county. Field size, topography, soil type, location and availability of rental land affect this range. The published values in this report should never be used as the only factor to establish rental arrangements.

We advise the reader to exercise discretion when using data from counties with less than fifteen reports tabulated. Using a 3-year average is one way to minimize variability that can occur from year to year.

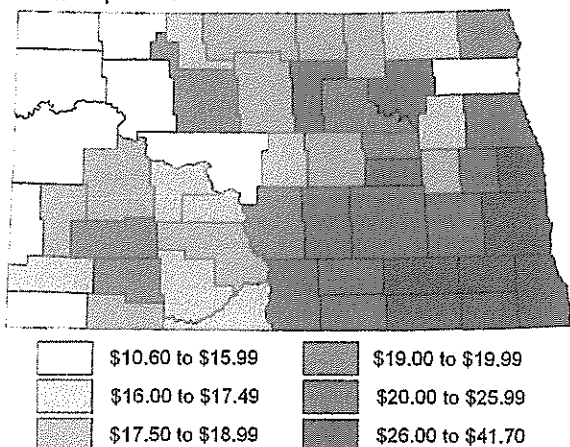
2014 Non-Irrigated Cropland Average Rents
Dollars per acre



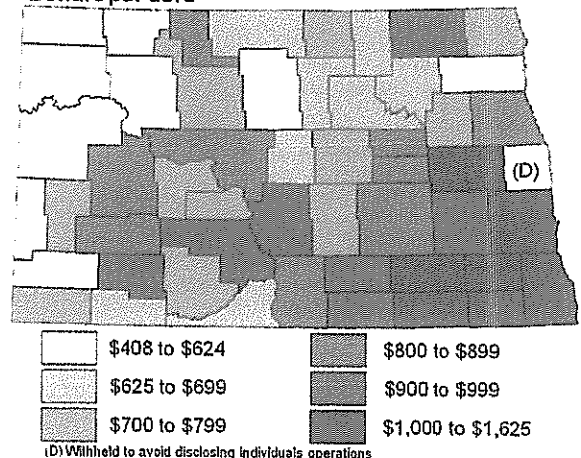
2014 Non-Irrigated Cropland Average Value of Rented Land
Dollars per acre



2014 Non-Irrigated Pastureland Average Rents
Dollars per acre



2014 Non-Irrigated Pastureland Average Value of Rented Land
Dollars per acre



NON-IRRIGATED CROPLAND CASH RENTS AND VALUES

North Dakota: 2014 and 5-Year Average

County	2009-2013 average		Number of reports ¹	2014			Average rental rate	Average value of rented land
	Rental rate	Value of rented land		Reported local average rental rate				
				Minimum	Maximum	Most frequently		
	(dollars/acre)	(dollars/acre)	(number)	(dollars/acre)	(dollars/acre)	(dollars/acre)	(dollars/acre)	(dollars/acre)
Adams.....	31.70	681.00	41	20.00	53.00	35.00	36.00	1,256.00
Barnes.....	65.80	1,765.00	34	35.00	125.00	100.00	84.10	3,074.00
Benson.....	42.10	993.00	45	30.00	72.00	40.00	49.30	1,490.00
Billings.....	31.30	717.00	28	25.00	60.00	40.00	36.90	1,224.00
Bottineau.....	41.30	978.00	46	31.00	70.00	45.00	50.20	1,904.00
Bowman.....	31.20	700.00	37	20.00	50.00	35.00	34.30	1,436.00
Burke.....	33.10	623.00	41	25.00	51.00	35.00	35.40	1,243.00
Burleigh.....	38.20	950.00	30	25.00	100.00	50.00	52.40	1,553.00
Cass.....	91.30	2,765.00	50	60.00	225.00	100.00	121.40	4,643.00
Cavalier.....	53.60	1,565.00	54	45.00	100.00	50.00	69.00	2,878.00
Dickey.....	85.70	2,023.00	27	60.00	150.00	100.00	106.30	3,320.00
Divide.....	32.70	603.00	35	28.00	50.00	35.00	35.70	796.00
Dunn.....	30.40	742.00	32	25.00	50.00	30.00	36.00	1,227.00
Eddy.....	44.90	997.00	33	30.00	100.00	55.00	54.10	1,807.00
Emmons.....	50.80	1,032.00	24	35.00	150.00	80.00	74.00	1,513.00
Foster.....	58.10	1,559.00	23	48.00	100.00	65.00	75.80	2,855.00
Golden Valley.....	28.60	650.00	33	20.00	54.00	30.00	33.60	988.00
Grand Forks.....	71.30	1,925.00	38	47.00	175.00	60.00	86.90	2,975.00
Grant.....	29.60	698.00	27	20.00	60.00	45.00	39.10	1,163.00
Griggs.....	54.50	1,241.00	29	45.00	100.00	60.00	66.60	2,435.00
Hettinger.....	37.20	879.00	30	30.00	60.00	30.00	41.60	1,661.00
Kidder.....	38.10	782.00	32	25.00	90.00	45.00	53.20	1,284.00
LaMoure.....	80.10	2,111.00	33	50.00	158.00	150.00	106.50	3,102.00
Logan.....	46.00	1,019.00	27	32.00	100.00	50.00	62.40	1,684.00
McHenry.....	39.50	799.00	28	30.00	65.00	50.00	45.10	1,370.00
McIntosh.....	47.00	898.00	20	40.00	100.00	65.00	68.80	1,853.00
McKenzie.....	27.00	530.00	29	20.00	50.00	25.00	28.70	767.00
McLean.....	48.10	1,124.00	37	34.00	100.00	50.00	57.50	1,901.00
Mercer.....	35.30	636.00	30	20.00	70.00	35.00	40.00	1,150.00
Morton.....	33.80	728.00	25	22.00	80.00	50.00	42.50	1,391.00
Mountrail.....	37.40	799.00	40	25.00	55.00	30.00	38.20	1,120.00
Nelson.....	43.90	957.00	36	31.25	75.00	50.00	53.20	1,479.00
Oliver.....	33.90	795.00	33	25.00	79.00	35.00	41.40	1,160.00
Pembina.....	79.80	2,415.00	28	50.00	200.00	100.00	96.10	3,377.00
Pierce.....	43.60	924.00	35	35.00	75.00	45.00	48.60	1,373.00
Ramsey.....	43.90	1,050.00	38	35.00	84.00	50.00	53.40	1,655.00
Ransom.....	80.50	1,980.00	29	50.00	150.00	100.00	96.60	3,390.00
Renville.....	44.40	1,154.00	39	35.00	67.50	50.00	49.60	2,040.00
Richland.....	106.80	2,911.00	27	75.00	200.00	100.00	135.60	4,156.00
Rolette.....	39.50	802.00	35	30.00	65.00	45.00	44.90	1,367.00
Sargent.....	81.10	2,029.00	32	42.00	200.00	100.00	109.40	3,248.00
Sheridan.....	38.90	841.00	24	25.00	70.00	40.00	45.00	1,254.00
Sioux.....	28.50	526.00	34	18.00	50.00	35.00	34.80	935.00
Slope.....	32.90	707.00	29	27.00	50.00	35.00	36.40	1,093.00
Stark.....	36.30	877.00	34	28.00	50.00	40.00	39.70	1,272.00
Steele.....	64.80	1,581.00	39	45.00	120.00	75.00	82.70	3,081.00
Stutsman.....	57.90	1,414.00	40	35.00	125.00	65.00	73.20	2,709.00
Towner.....	39.80	1,067.00	33	34.00	75.00	45.00	45.40	1,808.00
Traill.....	89.10	2,708.00	25	50.00	160.00	150.00	111.50	3,917.00
Walsh.....	69.10	1,984.00	29	45.00	175.00	100.00	85.00	3,534.00
Ward.....	46.00	1,077.00	31	25.00	70.00	50.00	49.10	2,066.00
Wells.....	44.50	1,412.00	26	25.00	100.00	45.00	57.90	2,252.00
Williams.....	30.50	553.00	35	20.00	50.00	30.00	34.20	862.00

¹ Number of reports is based on positive responses to average rental rate.



TO: Mayor Shaun Sipma
Members of the City Council

FROM: *Dan Jonasson, Public Works Director*

DATE: *October 1, 2019*

SUBJECT: LEASE RENEWAL - LAVERNE MIKKELSON

I. RECOMMENDED ACTION

1. Recommend approval of land rent extension with Laverne Mikkelson
2. Authorize Mayor to sign the agreement on behalf of the City

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Public Works Director	857-4140
Jason Sorenson, Assistant Public Works Director	857-4140

III. DESCRIPTION

A. Background

In 2004 Laverne and Kandi Mikkelson entered into a cash farm lease with Corinne H. Livingston, Minot, N.D. Trustee for Livingston Family Trust for the following pieces of property:

Section 6: NW ¼	(154-81) New Prairie Township
Section 31: N ½	(155-81) Surrey Township (City purchased NW ¼ of Section 31 in 2008)
Section 32: SW ¼	(155-81) Surrey Township

The city has paid damages on two pieces of land either rented or owned by the Mikkelsons since 2001. The two pieces of property are the NE ¼ of Section 31, 32.6 acres and the SE ¼ of Section 31, 15.7 acres.

On December 23, 2005 the City of Minot paid Laverne and Kandi Mikkelson \$4,633.50 for crop damage for the years 2004 and 2005.

On July 28, 2006 the City of Minot paid Laverne and Kandi Mikkelson \$6,950.25 for crop damage for the years 2001 to 2003.

On August 4, 2008 the City of Minot paid Laverne and Kandi Mikkelson \$30,000 for crop damage for 2006, and 2007.

On September 12, 2009, the City of Minot purchased Lots 1 and 2, E1/2NW1/4, Less Outlot 1 thereof, Section 31, Township 155 North, Range 81 West of the 5th P.M., Ward County, North Dakota from the Livingston Family Trust.

On November 2, 2009 the City of Minot paid Laverne and Kandi Mikkelson \$11,003.20 for crop damage for 2008. The \$11,003.20 is net of the \$6,558.68 of rent payable to the city by the Mikkelsons.

May 3, 2010 the City of Minot approved the amendment to the cash farm lease. The cash farm lease set a payment of \$5,000 annually for crop damage plus the annual rent payment of \$6,558.68, which is approximately \$46 per acre for the NW ¼ of Section 31 purchased in 2008, based on gross tillable acres. If you remove the drainage areas and wet areas of this land, the land rent would be closer to \$50/acre+.

Damage payments paid to the Mikkelsons prior to the amendment were based on the cost to seed the crop, tend the crop, crop yield, spraying costs and the value of the market price for the specific crop for the year the crop was lost. It is fair to assume that the input costs such as seed, fertilizer, fuel, etc. to plant a crop has increased substantially over the years and re-negotiation of the damages would result in higher damage payments compared to what was negotiated in 2009- The yield and the market price are volatile.

Reviewing the *North Dakota* 2014 County Rents & Values the average non-irrigated cropland cash rents and values for Ward County is \$46/acre.

The *North Dakota* 2019 County Rents & Values shows that cropland rent in Ward County is from \$30 - \$75 per acre or on the average \$52.20/acre

One of the questions asked at a former City Council meeting during the last renewal process was the Mikkelson's right to extend the lease. The amendment to the cash farm lease with the City of Minot incorporated the below term into the amendment.

"1. Term: The term of this Lease shall be for a period of 5 years, commencing on the 1st day of January, 2005 and ending on the 31st day of December, 2009. Tenant may renew this lease for an additional 5 years on the same terms provided he gives notice of his intention to renew no later than November 1, 2009."

The Mikkelsons exercised the option to renew the lease until December 31, 2014 and again exercised the right to renew in December 2014 until December 2019.

They have again requested that the lease be renewed for another 5 year term.

The staff after reviewing the history of cropland damages and the cash rent paid by the Mikkelsons recommend extension of the amendment to the cash farm lease for another 5 year period.

Staff will also hire a firm to conduct a study during this period to try assess what amount of leakage may be attributed to the lagoon wetlands. Funds have been budgeted in the 2019 and 2020 budget for this type of study.

IV. IMPACT:

B. Fiscal Impact:

\$5000 per year plus loss of \$6,558.68 per year income for land rent

V. LIST OF ATTACHMENTS

Extension of cash farm lease Mikkelson
Original Mikkelson land leases
Attorney letters negotiating agreeable payment claim
2019 average county rents and prices
Map showing land area and prior damage areas.

City of Minot

City Attorney
John P. Van Grinsven III

February 16, 2010

Nevin Van de Streek
Attorney at Law
Heritage Place – Suite 200
201 South Main
Minot ND 58701

Nevin Van de Streek
10103 Chestnut Circle North
Brooklyn Park, MN 55443

RE: LaVerne Mikkelson

Dear Nevin:

As you are well aware, there has been a fairly extensive and lengthy history regarding certain property either owned or rented by Mr. Mikkelson near the Minot city lagoon system. Over the years various sums have been paid to Mr. Mikkelson based upon his assertions that damages were sustained to some of the crops on these properties. Most recently, a claim for approximately \$11,000.00 was paid to Mr. Mikkelson for the year 2008.

In a number of our discussions and written correspondence, the City has indicated a desire to possibly control this situation by establishing a specific sum which might be paid to Mr. Mikkelson in an effort to prevent this yearly controversy. Specifically, the City would like to be in a position to budget for this matter in the upcoming years and to have a yearly figure which would be consistent and specific. After speaking with the appropriate City personnel, the City would propose that consideration be given by the parties to the option of Mr. Mikkelson leasing without costs the rented property in this matter, and with the added provision that the City will pay the sum of \$5,000.00 per year until expiration of the lease. This agreement would further provide that Mr. Mikkelson will submit no future claims for damages to the City. Recognizing that the yearly rental is \$6,558.68, the inclusion of the \$5,000.00 per year liquidated damages would therefore total approximately \$11,000.00 per year. This proposal, if acceptable, would be subject obviously to ultimate approval by the Minot City Council.

*Lease for 5 yrs
of the property
lease*

Personnel with the City of Minot have a strong desire to try to resolve this matter and avoid what is becoming a yearly dilemma. These factors serve as the basis for the above-recited proposal. However, please be advised that in the event these circumstances cannot be amicably resolved by the parties, the City will be requiring sufficient proof for the establishment of any alleged damages in the future years. In these respects, the City would anticipate that this might necessitate factors such as photographs, the opportunity

* The Magic City *

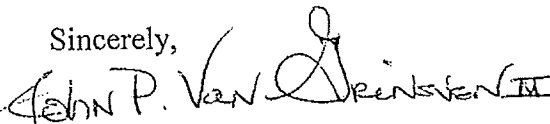
Nevin Van de Streek
February 16, 2010
Page 2

for personal inspections, and/or the taking of soil samples to be submitted for analysis and determination that the city lagoons are the cause of the alleged damage and crop losses.

As stated in previous written correspondence, please be advised that the above options and considerations are being submitted to Mr. Mikkelson pursuant to Rule 408 of the North Dakota Rules of Evidence, and in no way acknowledge or admit specific liability on the part of the City at this time. Finally, inasmuch as the City is unaware of any substitute counsel retained by Mr. and Mrs. Mikkelson subsequent to January 1, 2010, information contained in this written correspondence is being forwarded to Attorney Van de Streek through his possible and continued representation of the Mikkelson's, or in the alternative, with the expectation and request that this correspondence be forwarded to the Mikkelson's, or their substitute counsel, if he is not, in fact, representing them.

The City thanks you in advance for your cooperation and assistance in the consideration of this information, and would urge you to feel free to contact the undersigned at any time should you have any further questions or comments following receipt of this written correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Van Grinsven III". The signature is stylized with a large, looping initial "J" and a long horizontal stroke extending to the right.

John P. Van Grinsven III

JPVG:njs
cc: Cindy Hemphill
David Waind



2015 Aerial Photo



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: October 21, 2024

SUBJECT: 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].



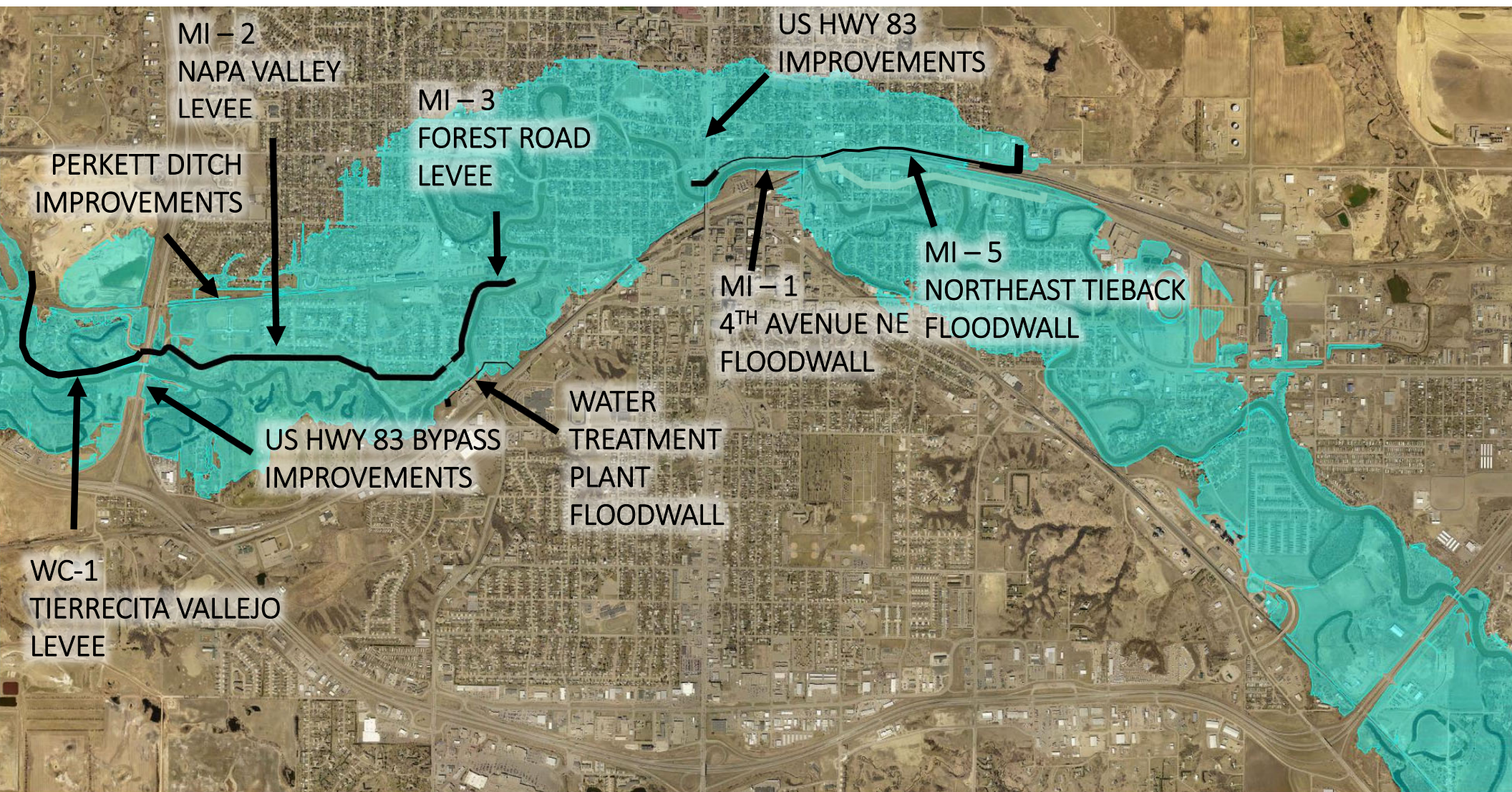
MOUSE RIVER PLAN

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



AGENDA

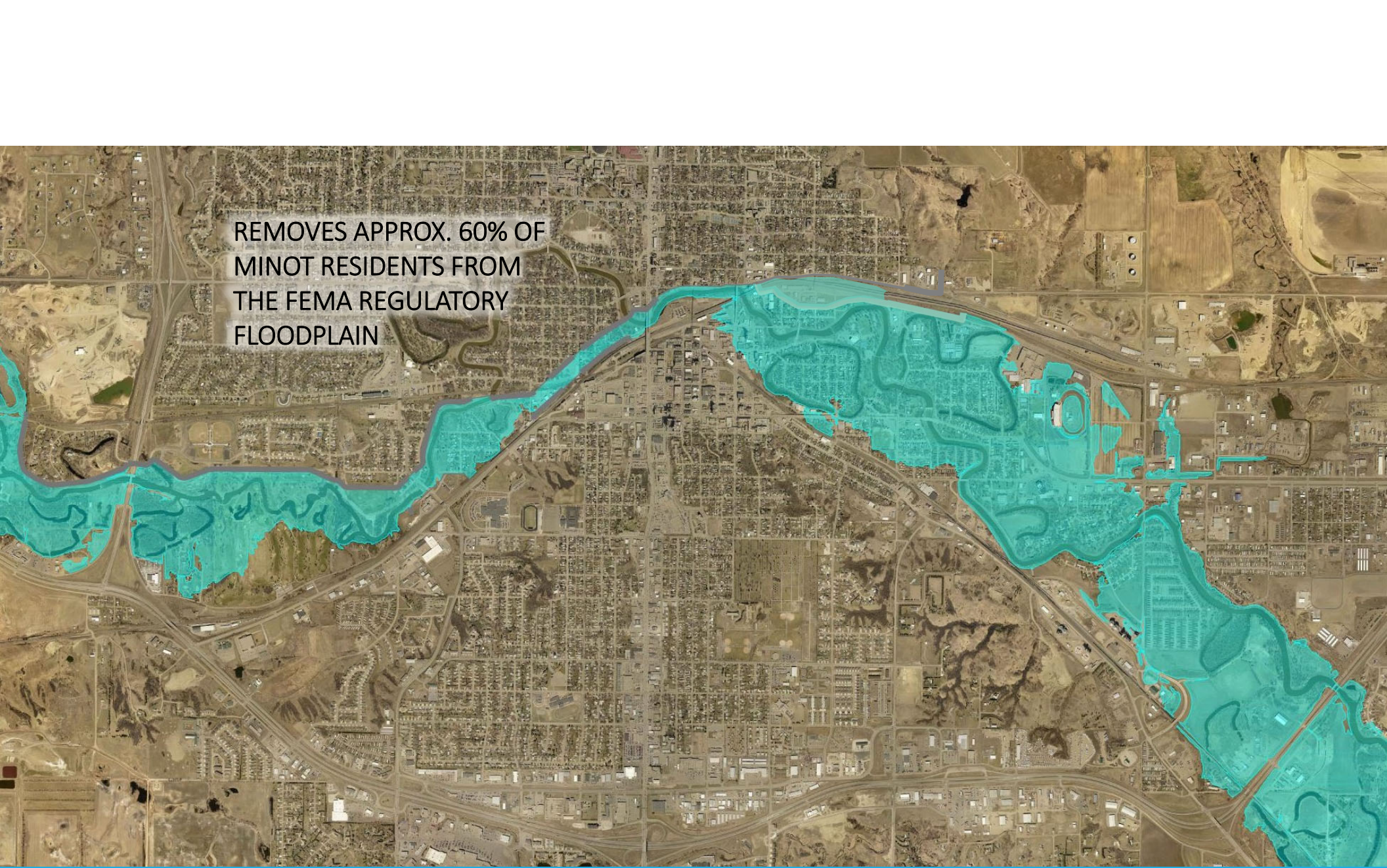
- ❖ MREFPP Project Overview
- ❖ Phase MI-4 – Maple Diversion Project Alternatives/Constraints
- ❖ Preferred Alignment
- ❖ Recent Actions and Path Forward
- ❖ Questions



PHASES COMPLETE OR UNDER CONSTRUCTION

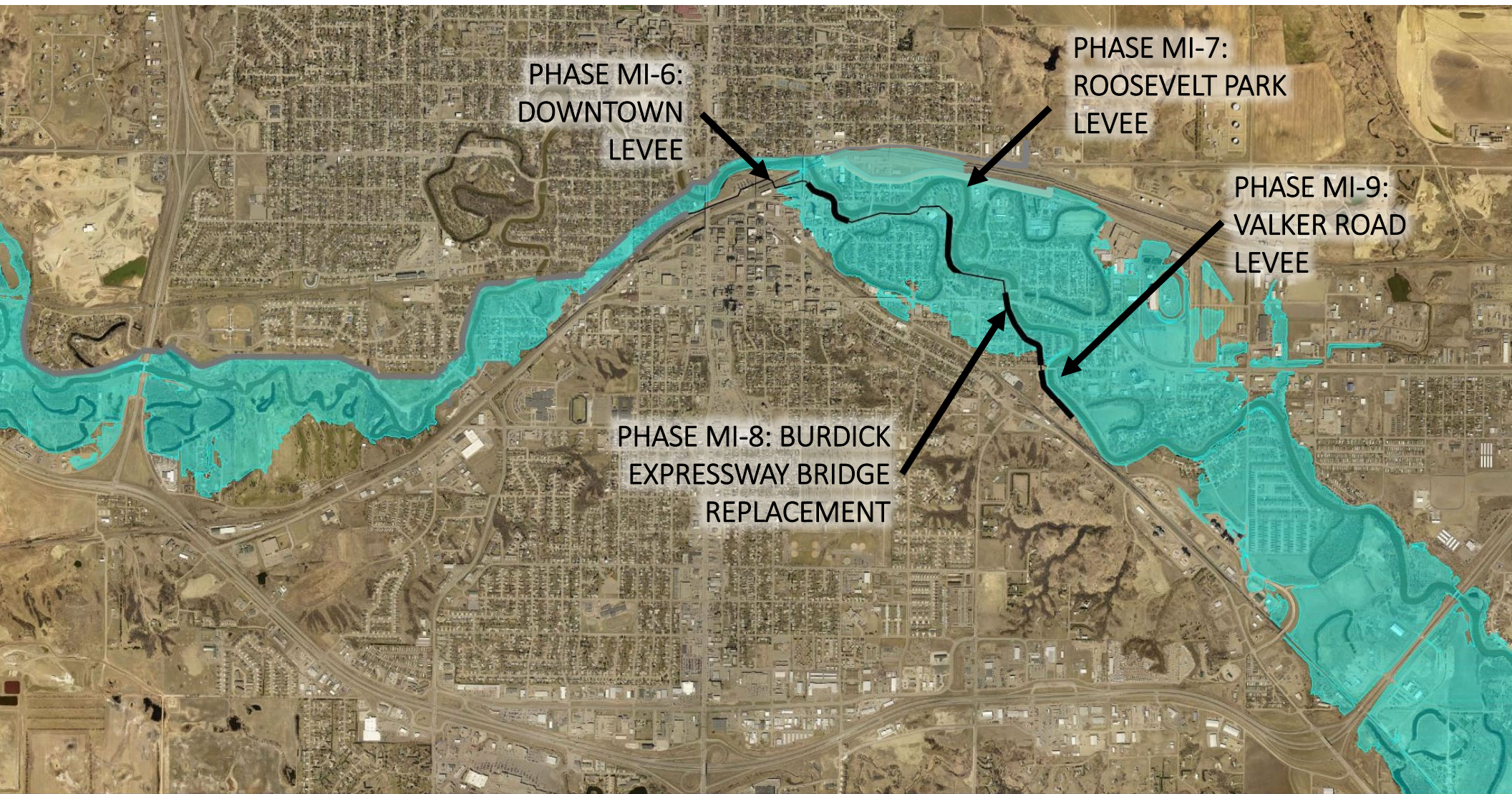


PHASE MI4 – MAPLE DIVERSION



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

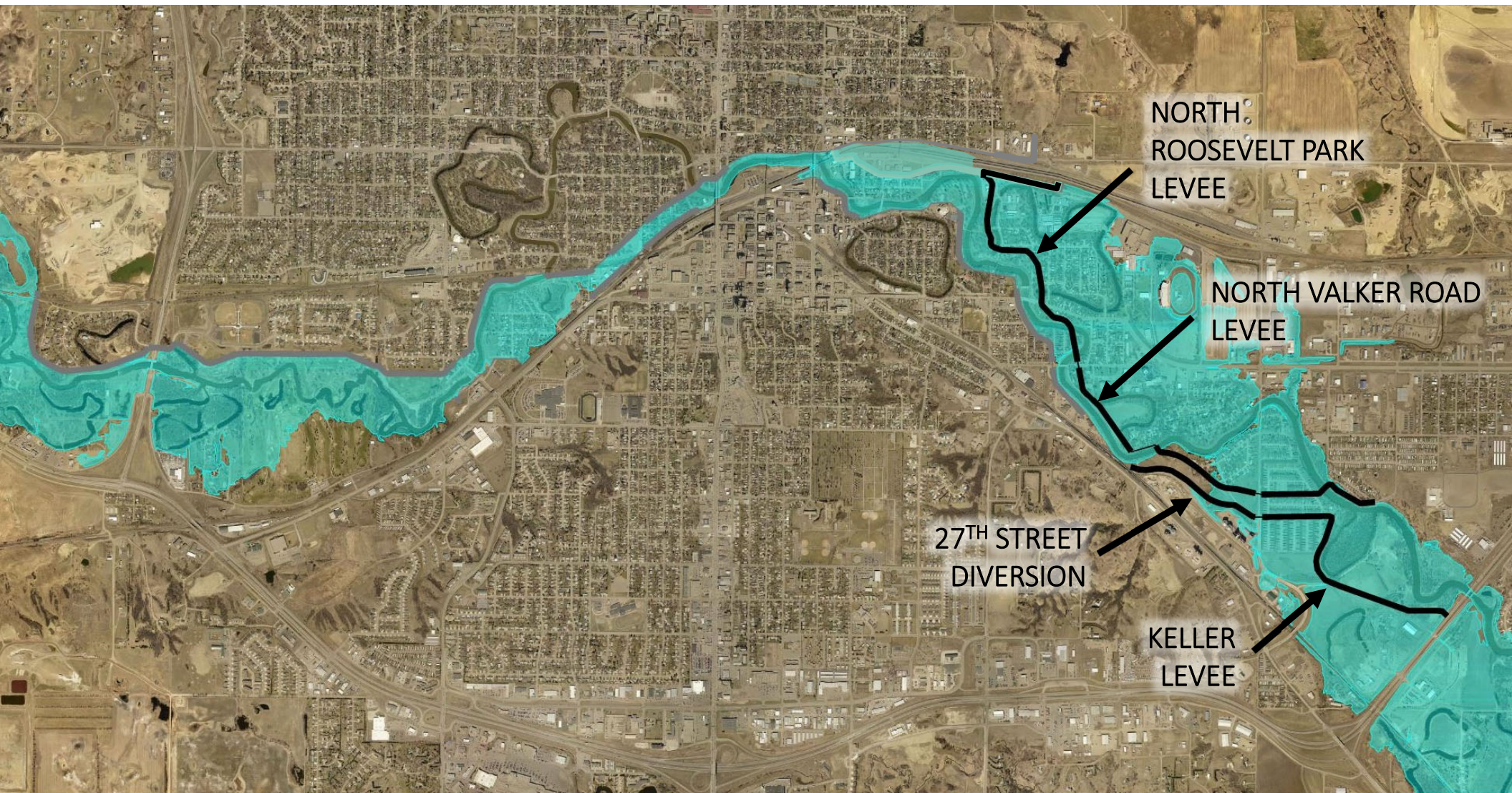
INTERIM REGULATORY FLOODPLAIN – MILESTONE 1



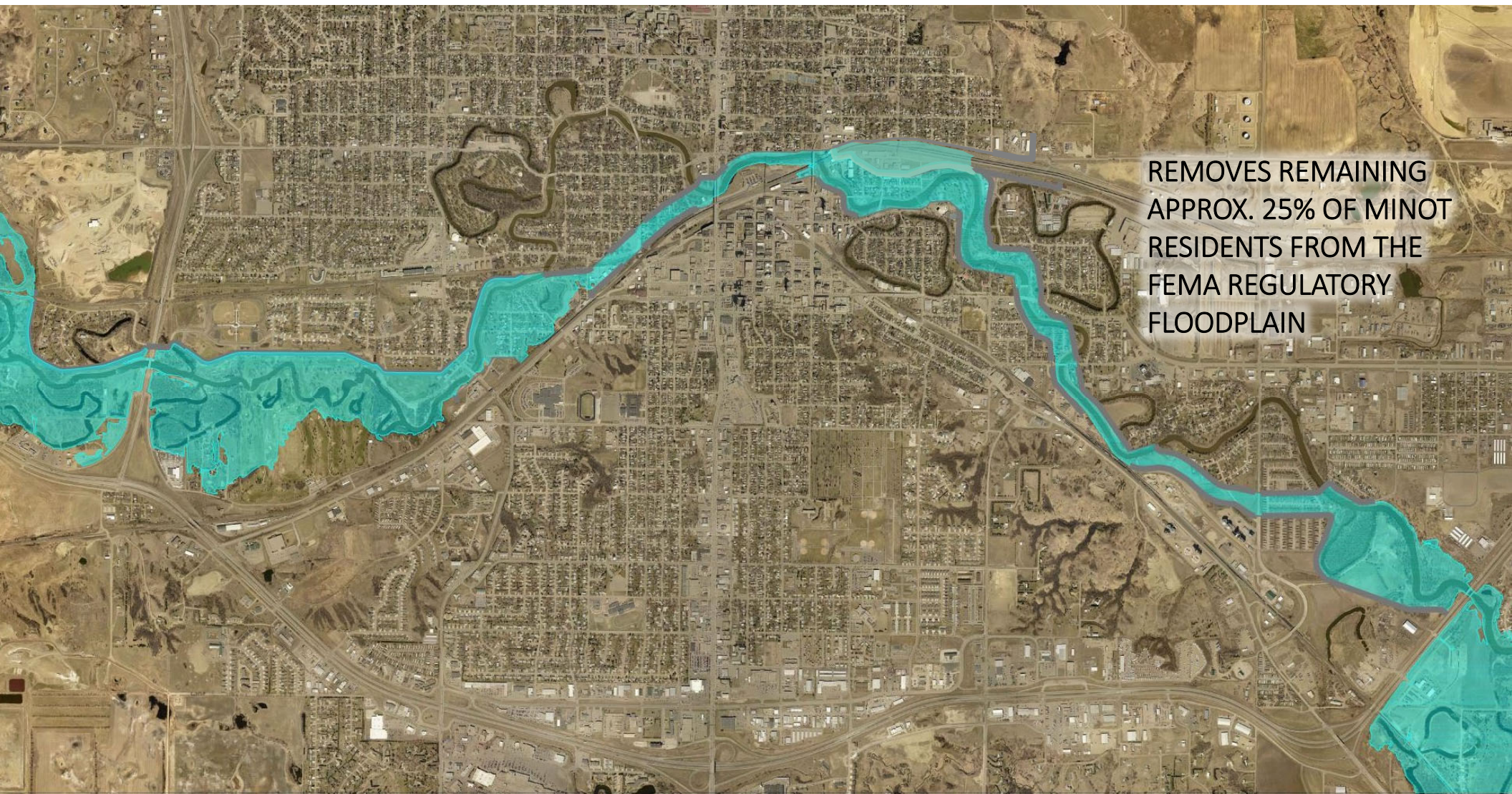
NEXT STEP – MINOT MILESTONE 2



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)



US Army Corps of Engineers

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>.



Federal Funding and Involvement





2011 FLOOD IN AREA OF MI-4



2011 FLOOD IN AREA OF MI-4



Mouse River Enhanced Flood Protection
Preliminary Engineering Report

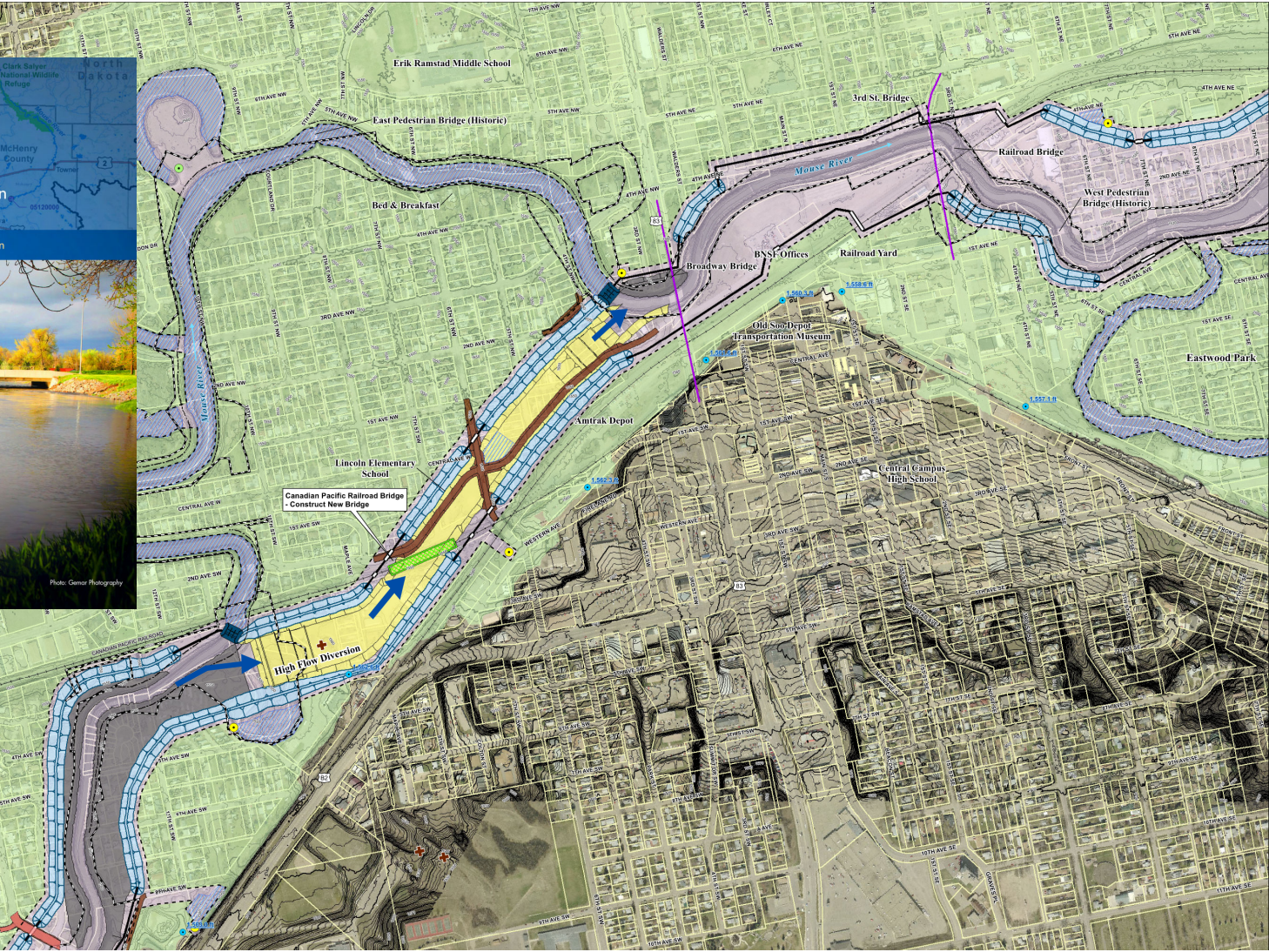
Prepared for North Dakota State Water Commission



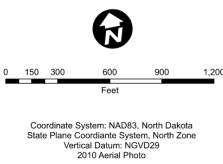





Photo: General Photography



- 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



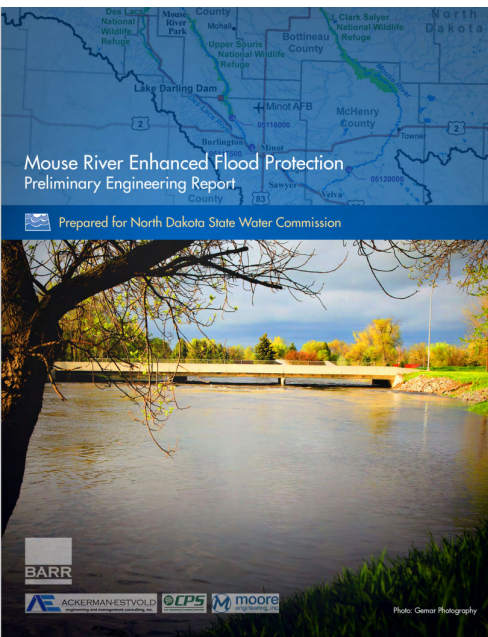
Coordinate System: NAD83, North Dakota
State Plane Coordinate System, North Zone
Vertical Datum: NGVD29
2010 Aerial Photo

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

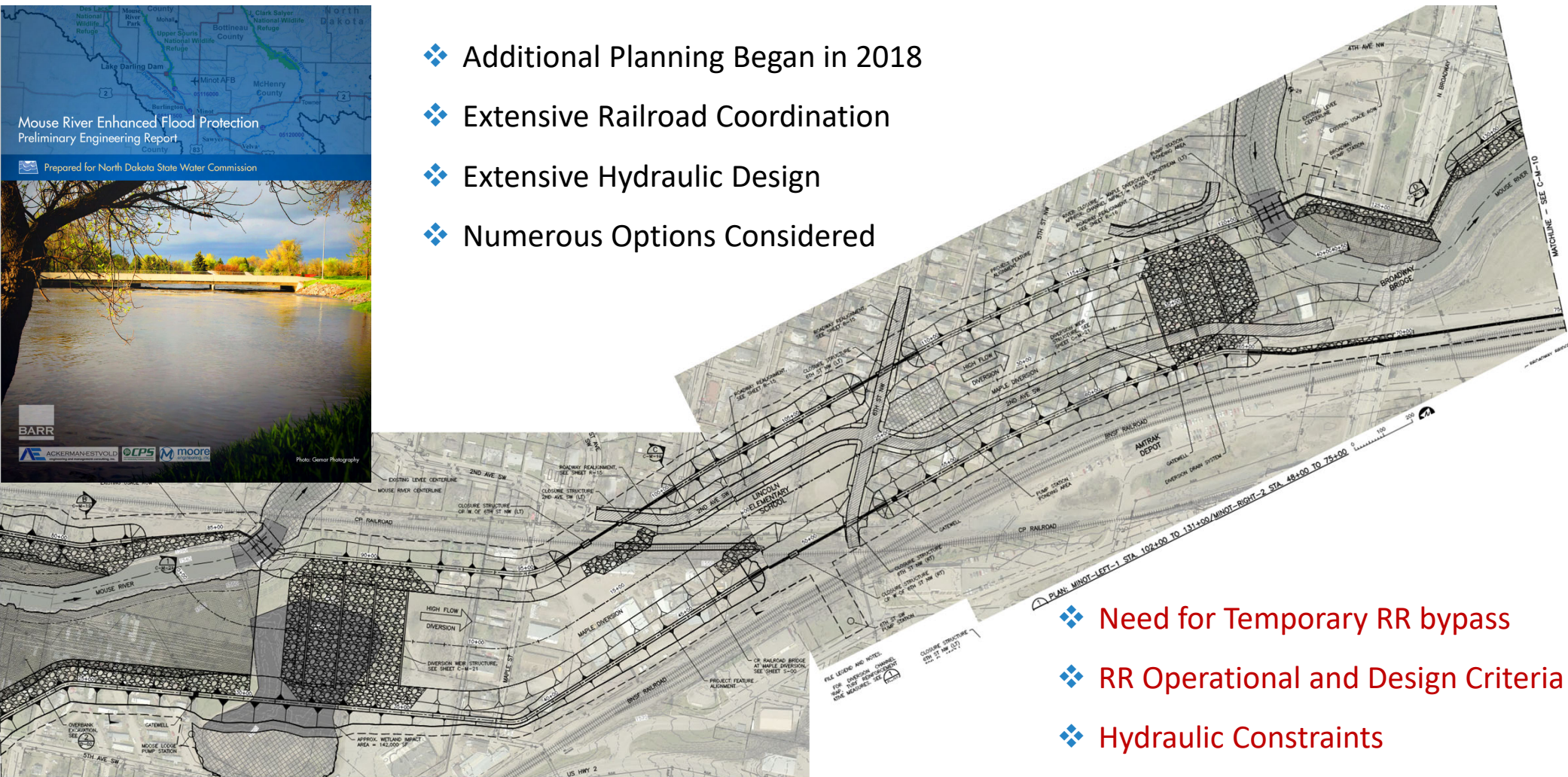
(1) Note: Project limits represent approximate right-of-way required for operation and maintenance of the preliminary flood risk reduction features. Features generally included within the project limits are levees, floodwalls, pump stations, pump station piping and gateways, pump station ponding areas, 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

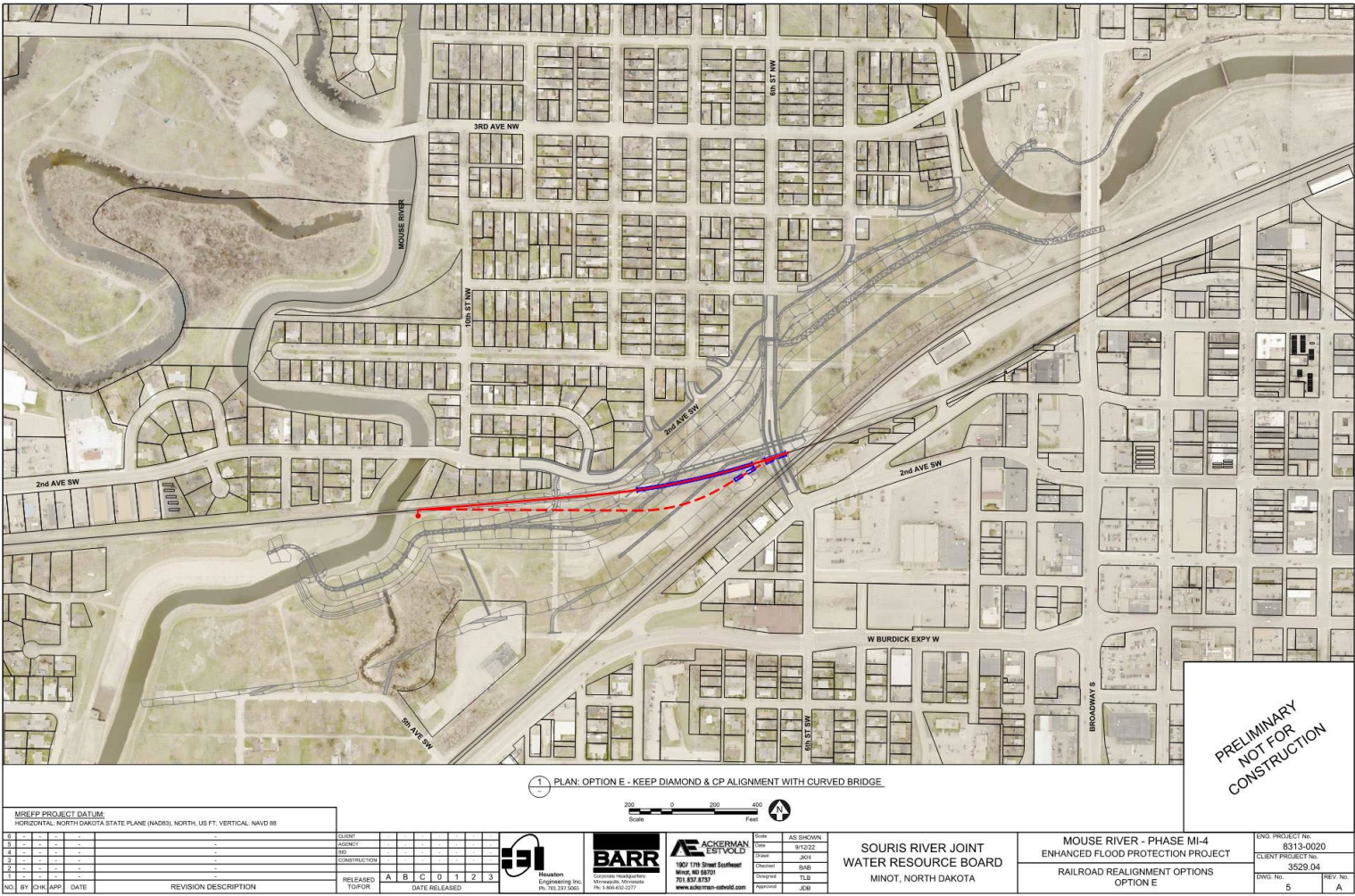


- ❖ Need for Temporary RR bypass
- ❖ RR Operational and Design Criteria
- ❖ Hydraulic Constraints
- ❖ Cost

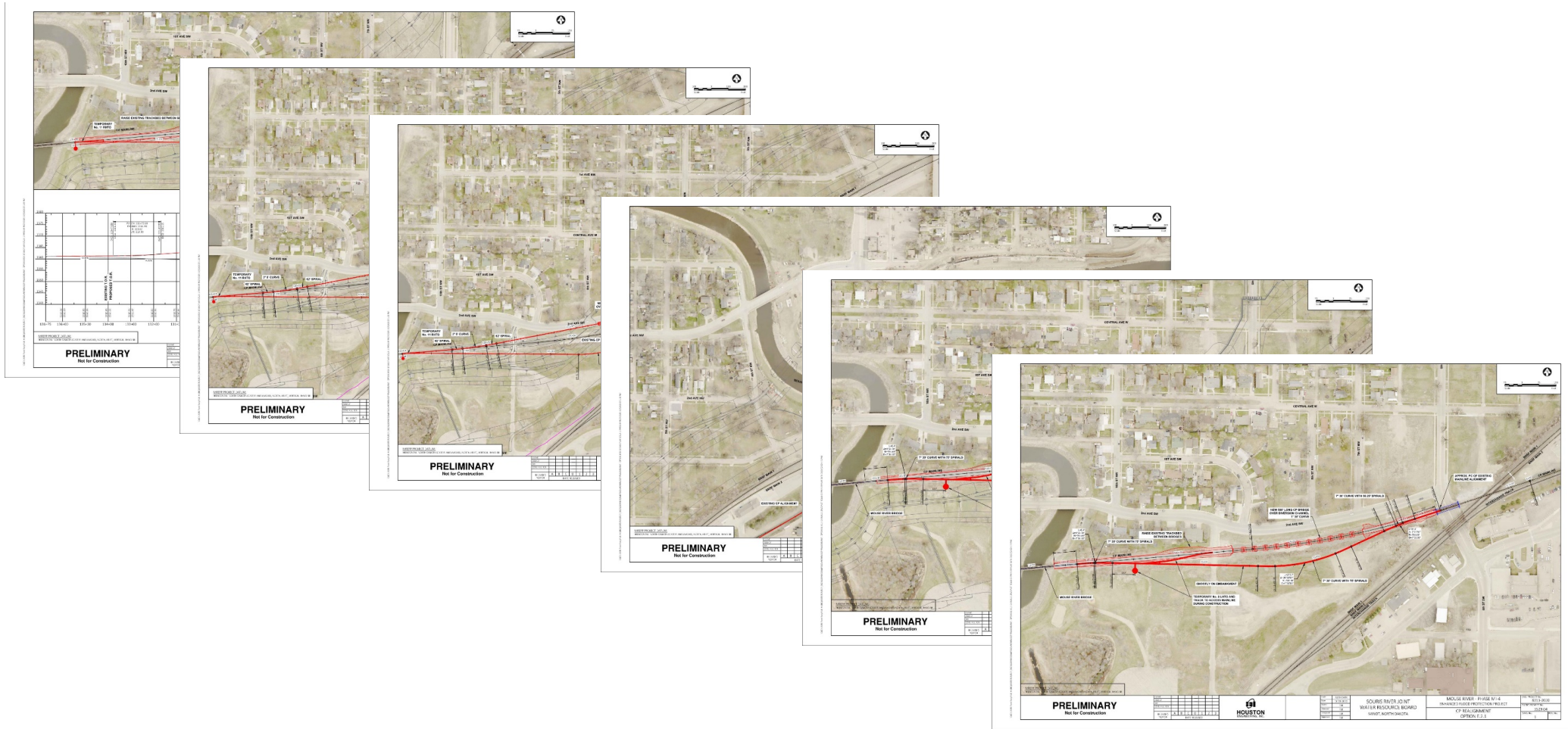
PRELIMINARY ENGINEERING REPORT (PER) 2011



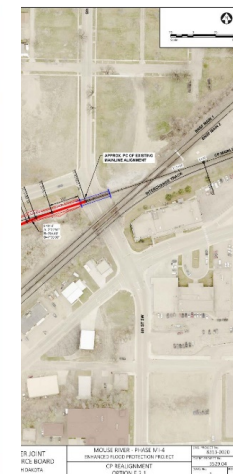
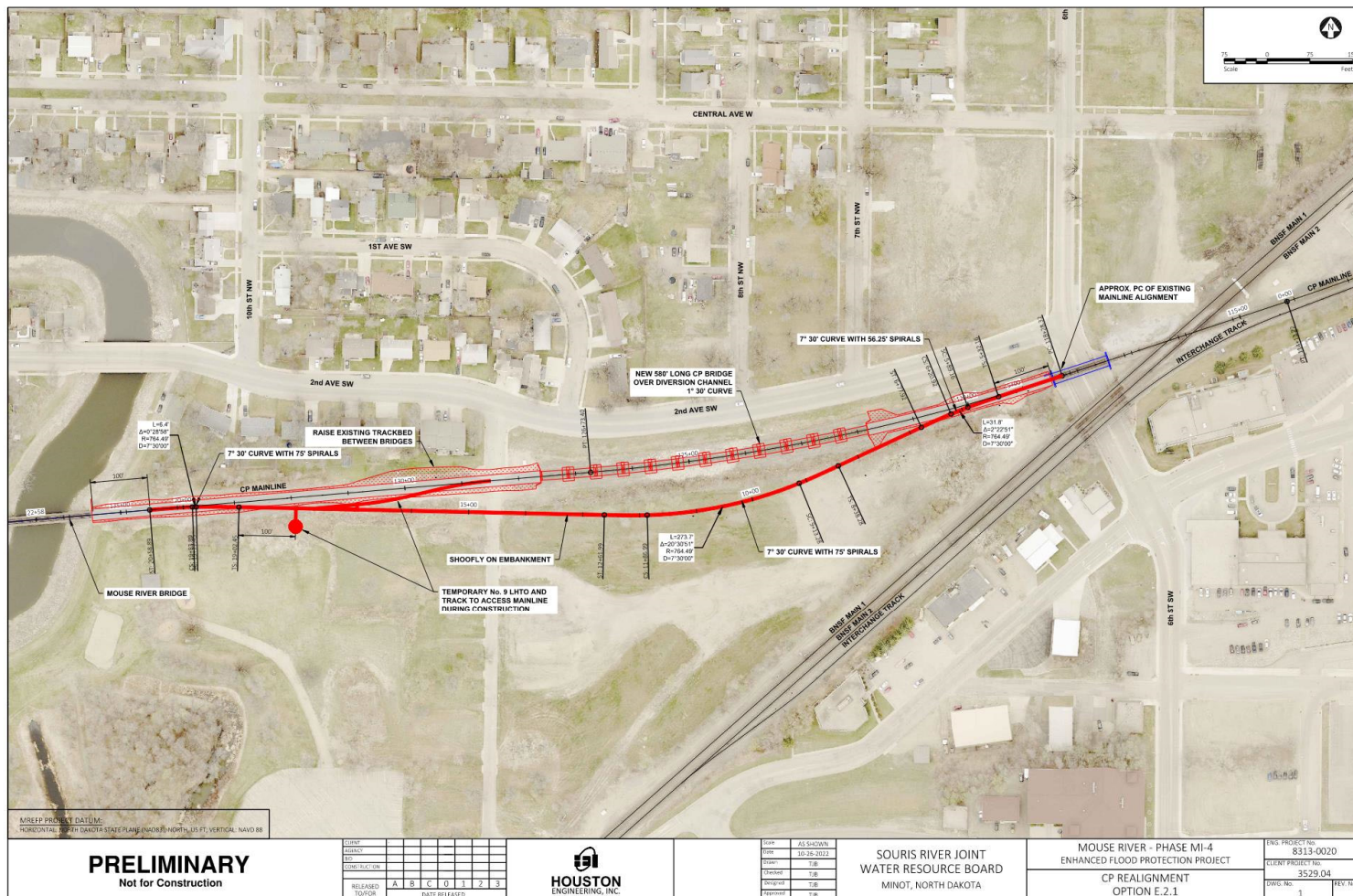
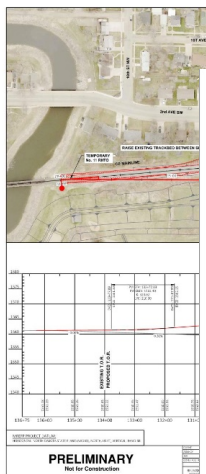
NUMEROUS RR OPTIONAL ALIGNMENT CONSIDERATIONS (A-J)



SELECTED OPTION E – NO RR DIAMOND RELOCATION

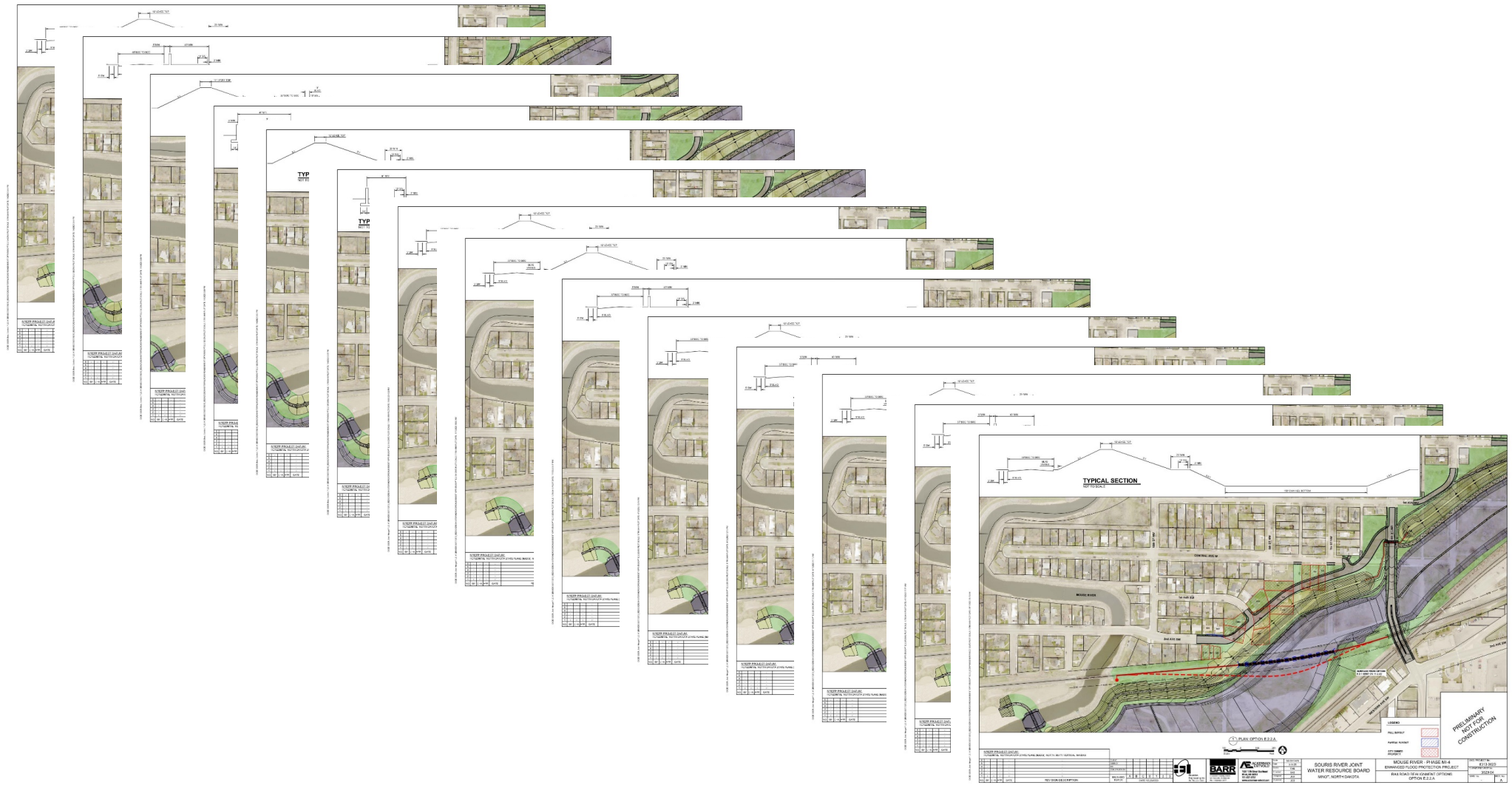


CONSIDERED RR BRIDGE ALIGNMENTS/LOCATIONS (E0-E2.1)

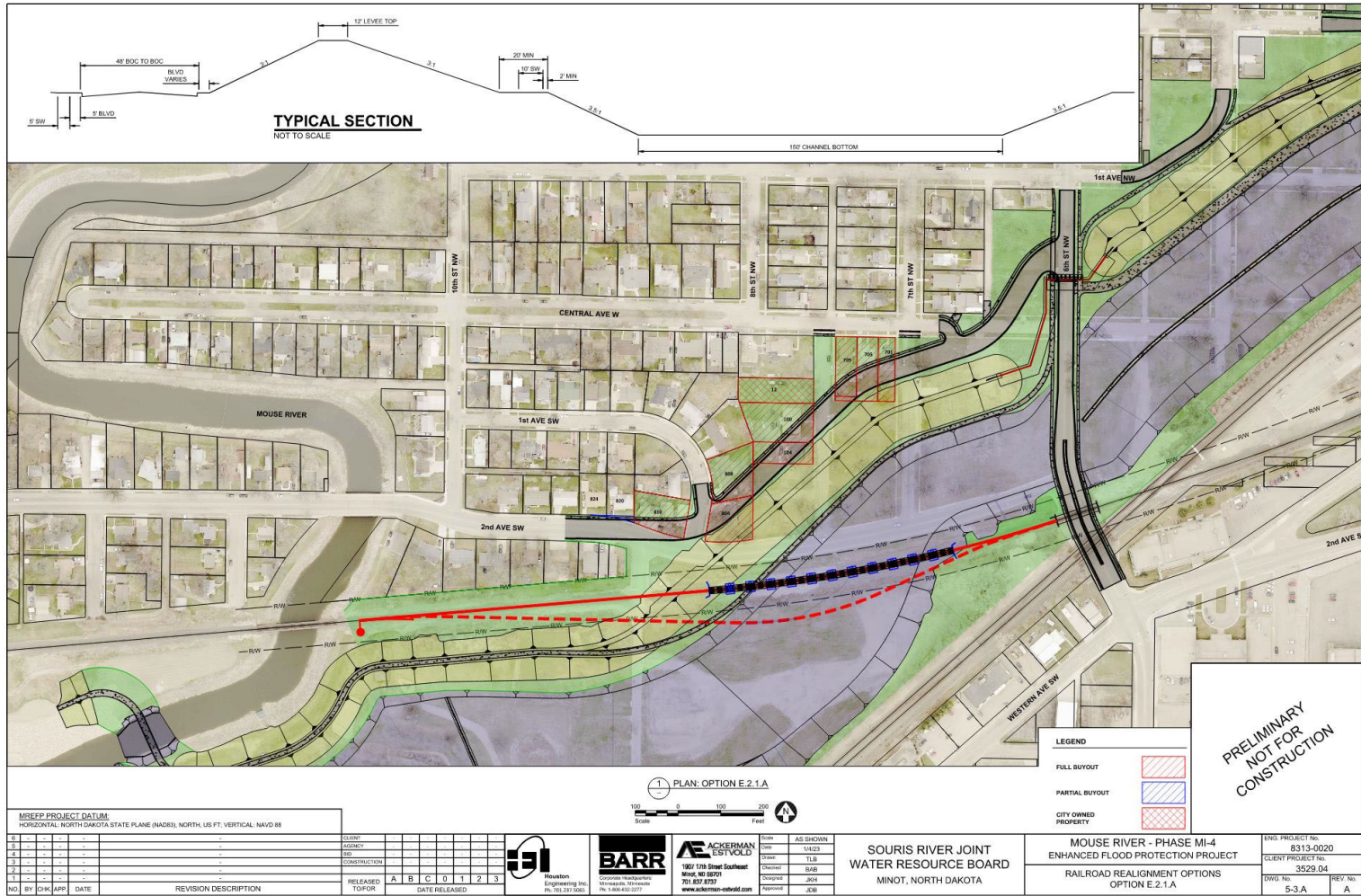


SELECTED OPTION E.2.1 – CURVED BRIDGE/SHOOFLY SOUTH



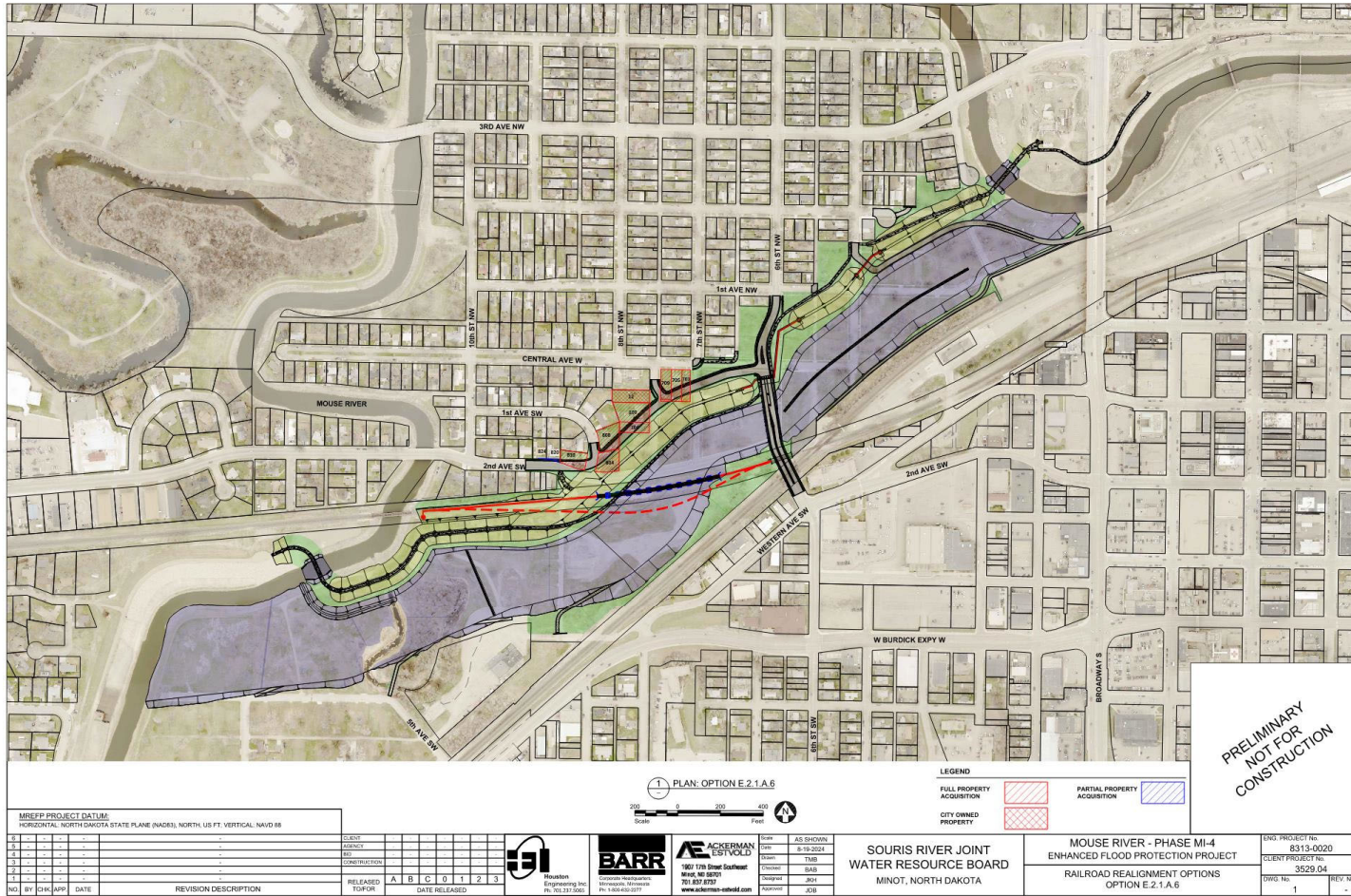


NUMEROUS FLOOD CONTROL ALIGNMENTS (E.2.1.A – E.2.2.F)



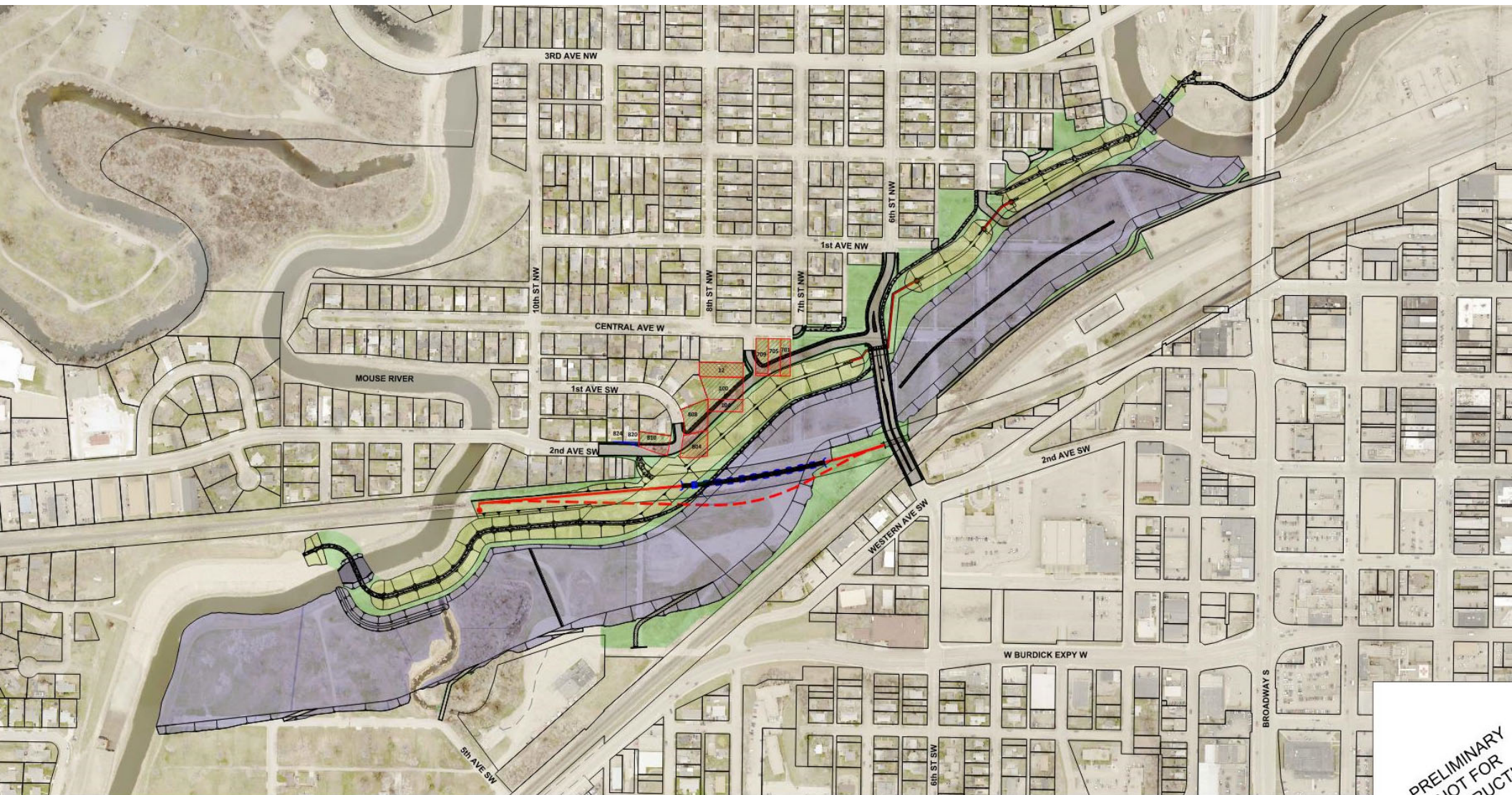
SELECTED OPTION E.2.1.A – FC/ROAD/RECONSTRUCT 6th ST RR BRIDGE



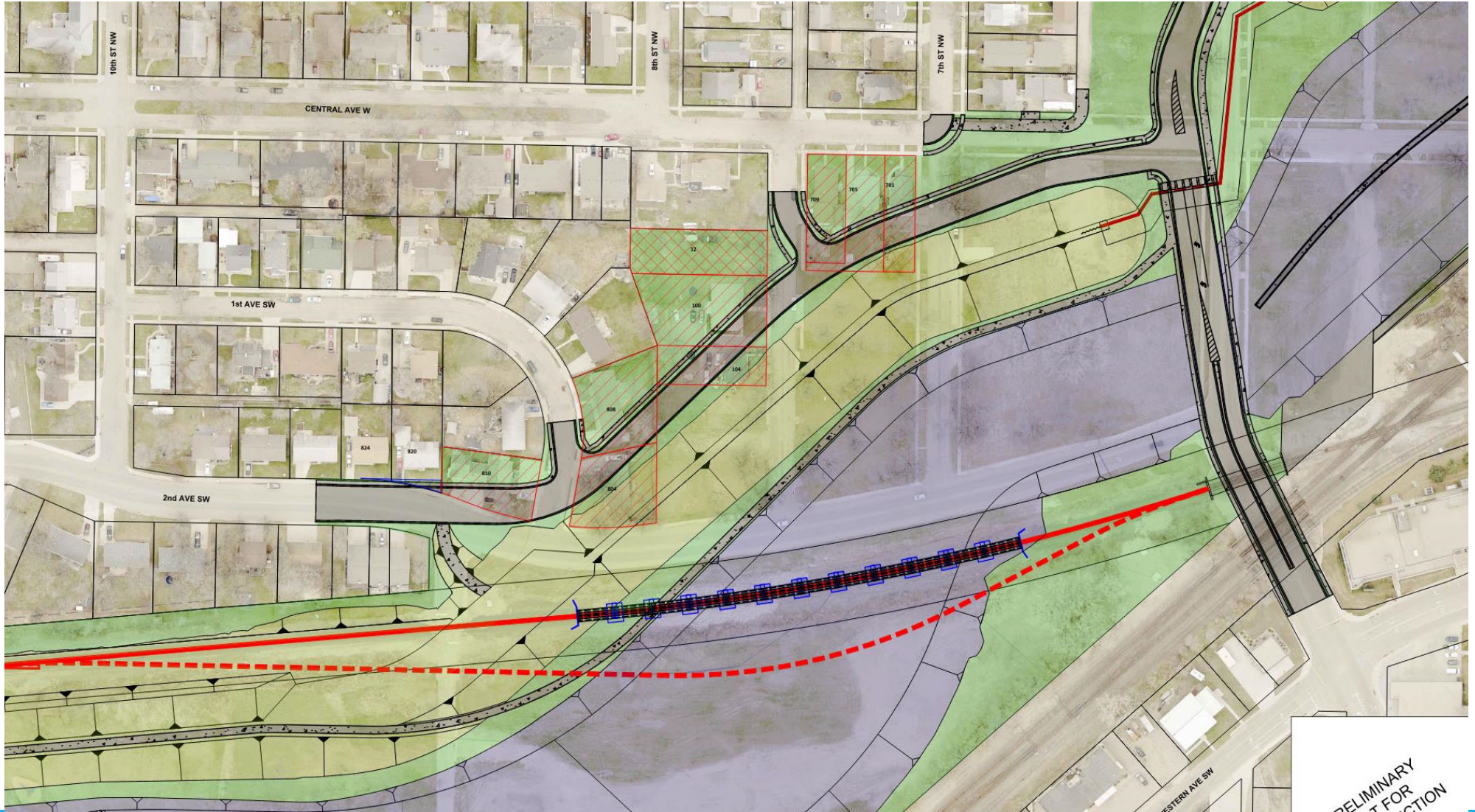


SELECTION OPTION E.2.1.A.6 – RECOMMENDED ALIGNMENT





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)



David Ashley
Chairman - McHenry County
dashley@mouseriverplan.com

Dan Steinberger
Member - Renville County
dsteinberger@mouseriverplan.com

Tom Klein
Member - Ward County
tklein@mouseriverplan.com

Clif Issendorf
Member - Bottineau County
cissendorf@mouseriverplan.com

Jason Sorenson
Member - City of Minot
jsorenson@mouseriverplan.com

MEMORANDUM

October 14, 2024

To: Tom Ross, City of Minot Mayor
Members of Minot City Council

From: David Ashley, Chairman
Souris River Joint Board

Re: **Mouse River Enhanced Flood Protection Project
Maple Diversion Alignment Alternatives**

The purpose of this memorandum is to communicate the basis for the recommendations of the Souris River Joint Board (SRJB) as it relates to the selection of the flood control alignment and associated features for the Maple Diversion in Minot.

Over the past month, technical representatives of the SRJB were given the opportunity to present the findings of their technical analysis of various alternatives and to brief the Minot City Council on the process followed in the formulation of the recommendation to proceed with Option E.2.1.A. This option includes the construction of a levee, reconstruction of 2nd Avenue Southwest on the 'dry side' of the levee, and the acquisition of 8 additional parcels. The SRJB's recommendation is based on Option E.2.1.A being the most cost-effective option which achieves the project's objectives.

A less costly option was also presented, Option E.2.1.E, but this Option is not recommended because of the impact the alternative would have on the transportation network within this area of Minot by discontinuing 2nd Avenue Southwest. The overall intent of the project is to implement flood protection while 'fixing those items we break' along the way. The reconstruction of 2nd Avenue Southwest is being proposed in that spirit, and we believe there is an opportunity to improve the geometry and function of the intersection of 2nd Avenue and 6th Street Southwest with the project.

The following table was updated after the October 2, 2024, special Minot City Council meeting to include additional detail related to social / property impacts and the statistics associated with Option E.2.1.D. This option includes a floodwall in lieu of a levee, reconstruction of 2nd Avenue Southwest on the 'wet side' of the floodwall, and a roadway closure structure on the west end of the 2nd Avenue Southwest realignment.

Flood Control / Roadway Option		Total New Acquisitions (Parcels) ¹	Total New Acquisitions (Property Owners) ²	Total Dwelling Units ³	Estimated Total New Acquisition Cost (\$M) ⁴	Estimated Acquisition Cost Difference from Baseline (\$M)	Estimated Construction Cost Change from Baseline (\$M) ⁵	Estimated Total Cost Change from Baseline (\$M)	Remarks
BASELINE	E.2.1A (Levee, 2nd Avenue Reconstructed)	8	11	15	\$3.6				Recommended Alternative.
	E.2.1B (Floodwall, 2nd Avenue Reconstructed)	3	6	7	\$1.5	-\$2.1	\$7.4	\$5.3	Reduction in acquisitions of 5 parcels and 5 dwelling units. Cost increase not eligible for federal cost-share.
	E.2.1D (Floodwall, 2nd Avenue Reconstructed on wet side)	2	5	5	\$1.1	-\$2.5	\$8.3	\$5.9	Reduction in acquisitions of 6 parcels and 6 dwelling units. Cost increase not eligible for federal cost-share.
	E.2.1E (Levee, 2nd Avenue Discontinued)	6	9	13	\$2.6	-\$1.0	-\$0.4	-\$1.4	Reduction in acquisitions of 2 parcels and 2 dwelling units. Loss of 2nd Avenue connectivity.
	E.2.1F (Floodwall, 2nd Avenue Discontinued)	2	5	5	\$1.1	-\$2.5	\$6.9	\$4.4	Reduction in acquisitions of 6 parcels and 6 dwelling units. Loss of 2nd Avenue connectivity. Cost increase not eligible for federal cost-share.

Notes:

- ¹ Figure represents estimated total number of new, privately (non-City) owned parcels that would be required to construct the indicated alternative.
- ² Figure represents total estimated number of property owners located on the parcels that would be required to construct the indicated alternative.
- ³ Figure represents total estimated number of dwelling units (i.e. 4 plex apartment counted as 4 individual occupants) located on the parcels that would be required to construct the indicated alternative.
- ⁴ Estimated cost is based on the current tax-assessed value times a factor of 2.0. Costs include acquisition, relocation and demolition.
- ⁵ Estimated construction cost change is based on recent bid prices for construction of levees, floodwalls and roadways.

Economic impacts associated with the options are quantified by estimating the costs of property acquisition, relocation benefits, and demolition of the structures on the property. Comparative construction costs are listed for each option as compared to the baseline, or preferred, option.

Social impacts associated with the options are quantified by identifying the affected counts of parcels, property owners, and dwelling units. Differences between these various counts exist because of the existence of condominium and multi-family (rental apartment) buildings.

Of the alternatives listed in the table, the least socially disruptive alternative that maintains project objectives is Option E.2.1.D. As compared to the recommended option, this option affects 6 fewer properties and 10 fewer dwelling units.

It is estimated that acquisition-related costs would decrease by approximately \$2.5 million with Option E.2.1.D as compared to the recommended option. However, construction costs are estimated to be \$8.3 million higher with Option E.2.1.D as compared to the recommended option. When factoring in both acquisition and construction-related activities, Option E.2.1.D is estimated to cost approximately \$5.9 million more than the recommended option.

An additional qualitative difference between these two options is the requirement to implement a transportation closure on 2nd Avenue Southwest with Option E.2.1D. These types of closures are somewhat common, as the SRJB has implemented them at 16th Street Southwest (near the water treatment plant), Broadway (pedestrian opening), the Anne Street bridge (pedestrian opening), and other locations within Minot. However, they require manpower during a flood threat to implement.

So, the SRJB prefers to limit the number and extent of transportation closures to reduce operational risk.

Social impacts associated with acquisition of homes are a difficult reality associated with a project that will increase the flood resilience of Mouse River valley communities for generations. Unfortunately, there is not a perfect approach to address the effect an acquisition can have on a person that has an understandable emotional or personal attachment to their home.

As the acquiring entity, the City of Minot has completed hundreds of acquisitions to date, and we believe the process the City of Minot has used, which conforms to the Uniform Relocation Act, has been consistent and fair to both the people being displaced and the public that the Minot City Council and SRJB are tasked to represent. The process is designed for the acquiring entity to pay a fair price for the property that is necessary for the project, while compensating property owners for the value of the property being acquired, relocation of personal property, disparities between existing and new mortgage rates, disparities between existing and new dwellings, etc.

The desire to avoid acquisitions and social impacts is understandable, and the SRJB shares that desire, while understanding the cost implications associated with shrinking or expanding the footprint of the project.

Additional concerns for the project are construction cost and availability of funding. To that end, the SRJB has undertaken an evaluation of the master plan for the project (Preliminary Engineering Report, or PER) to identify cost-saving measures that do not compromise the functionality of the project. The goal is clear – deliver flood protection for the community as cost-effectively and as quickly as possible.

The Minot City Council recently got an accelerated look at one strategy that was identified that could save an estimated \$44 million on the capital cost of the project – the Livingston Coulee bypass plan. The work on the updated master plan will be completed by the end of this year and will identify additional cost-saving measures along with an updated estimated cost to complete the entire project.

The SRJB understands the desire for the project to include betterments proposed by the communities the project affects. Betterments are described as changes in the design of a project feature resulting from the application of standards that exceed those that the SRJB would otherwise apply for accomplishing the design of that feature. Betterments desired by communities can be implemented if communities agree to provide funding for the additional costs incurred by the project.

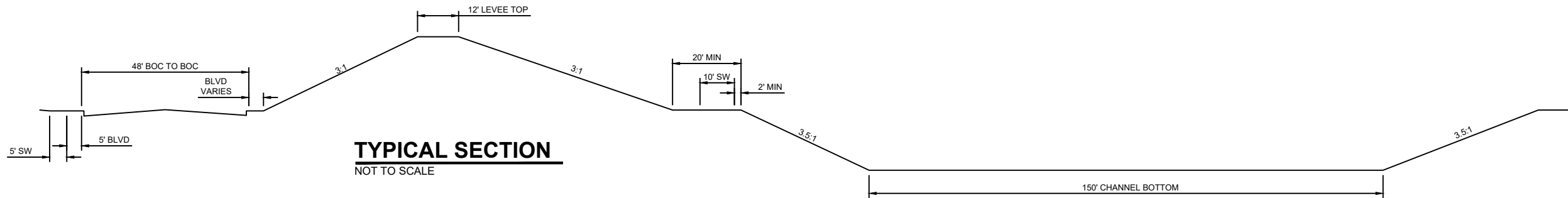
In the past, the City of Minot advanced betterments to the SRJB that have been included in the final construction of the project. An example is the pedestrian opening within the floodwall at the north end of the Anne Street Bridge in Phase MI-1 of the project. This betterment was included by the SRJB after the City of Minot agreed to fund the betterment using funding sources independent of flood control sales tax. This is an important distinction, because the SRJB acknowledges that sales taxes being collected for flood control are limited and are being used across the basin for flood

control. Therefore, it is important that any betterment is funded independent of the limited flood control sales tax.

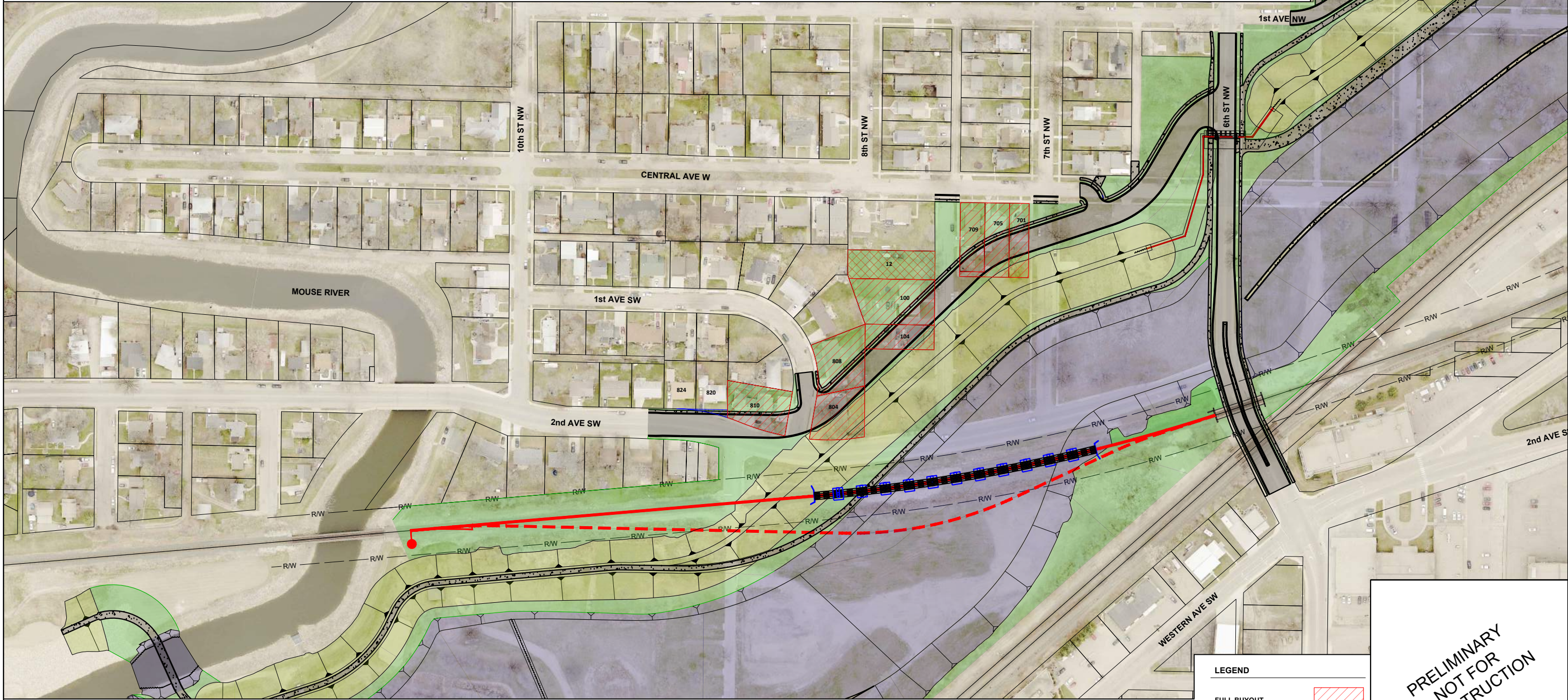
Please consider the following hypothetical scenario in a small community along the Mouse River near Minot. If the city council of that community asked for a floodwall that would cost an additional \$10 million in lieu of displacing five of its residents, should the SRJB oblige? The funding being used for the local share in that community is also the flood control sales tax being paid by residents of the region and collected by the City of Minot. Should the flood control sales tax be utilized for this hypothetical betterment? The SRJB position has consistently been that it should not be.

In summary, the SRJB recommends that the City Council **endorse Option E.2.1.A and authorize the acquisition of properties associated with that alignment.**

The SRJB will have representatives available at the City Council meeting to address questions that may arise. If there are any questions in the meantime, the SRJB requests that those questions be sent to the Minot representative on the SRJB, Jason Sorenson, so any necessary evaluations or analyses can be completed in advance of the October 21, 2024 City Council meeting.



TYPICAL SECTION
NOT TO SCALE



MREFP PROJECT DATUM:				
HORIZONTAL: NORTH DAKOTA STATE PLANE (NAD83), NORTH, US FT; VERTICAL: NAVD 88				
6	-	-	-	-
5	-	-	-	-
4	-	-	-	-
3	-	-	-	-
2	-	-	-	-
1	-	-	-	-
NO.	BY	CHK	APP.	DATE
REVISION DESCRIPTION				

CLIENT	-	-	-	-	-	-	-	-	-
AGENCY	-	-	-	-	-	-	-	-	-
BID	-	-	-	-	-	-	-	-	-
CONSTRUCTION	-	-	-	-	-	-	-	-	-
RELEASED TO/FOR	A	B	C	0	1	2	3		
DATE RELEASED									



Houston Engineering Inc.
Ph: 701.237.5065



BARR
Corporate Headquarters:
Minneapolis, Minnesota
Ph: 1-800-632-2277



ACKERMAN ESTVOLD
1907 17th Street Southeast
Minot, ND 58701
701.837.8737
www.ackerman-estvold.com

Scale	AS SHOWN
Date	1/4/23
Drawn	TLB
Checked	BAB
Designed	JKH
Approved	JDB

**SOURIS RIVER JOINT
WATER RESOURCE BOARD**
MINOT, NORTH DAKOTA

**MOUSE RIVER - PHASE MI-4
ENHANCED FLOOD PROTECTION PROJECT**
**RAILROAD REALIGNMENT OPTIONS
OPTION E.2.1.A**

ENG. PROJECT No. 8313-0020	
CLIENT PROJECT No. 3529.04	
DWG. No. 5-3.A	REV. No. A

LEGEND

FULL BUYOUT 

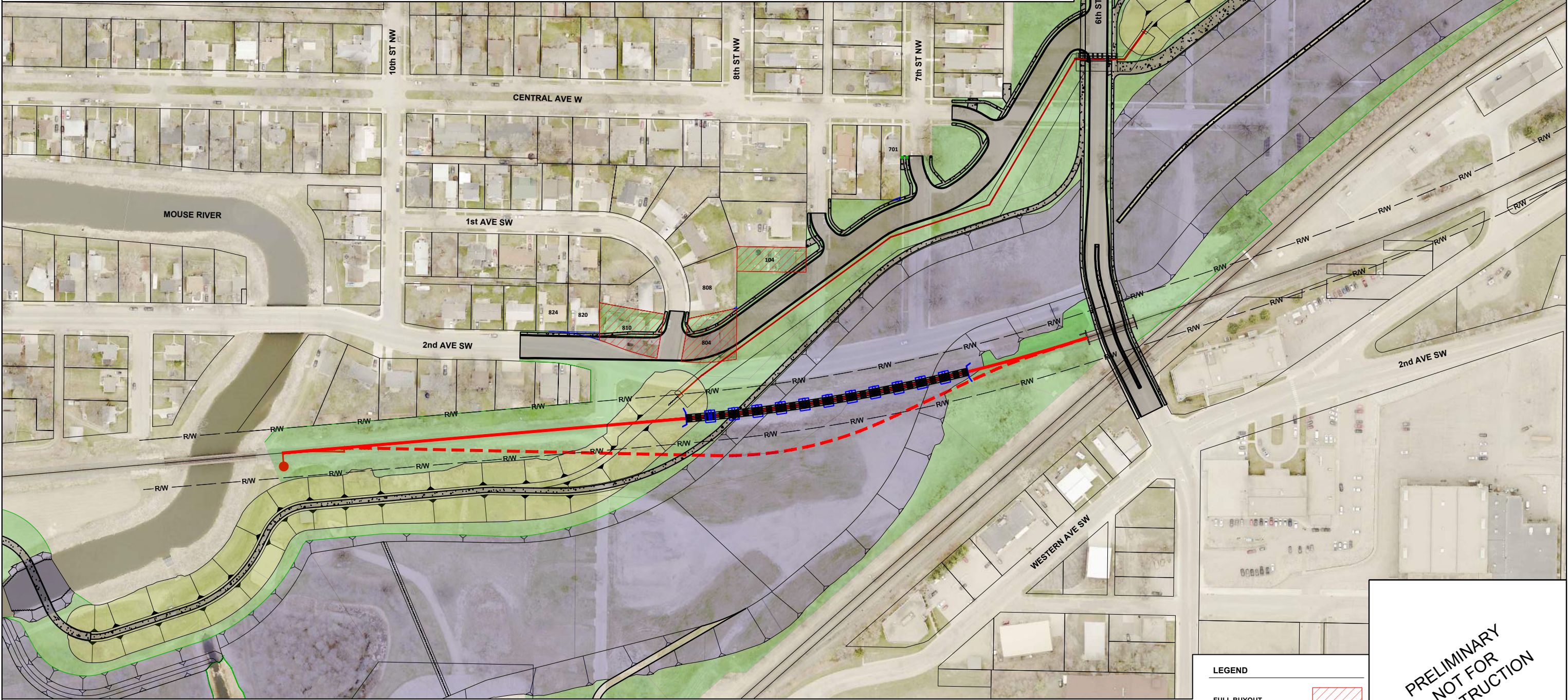
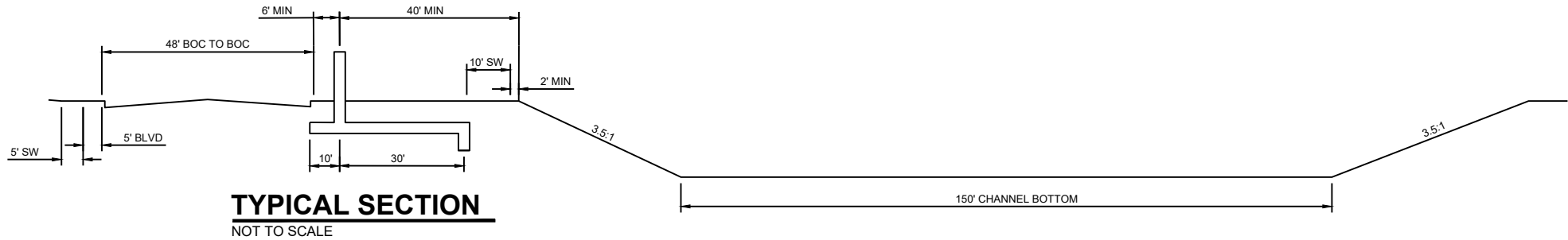
PARTIAL BUYOUT 

CITY OWNED PROPERTY 

**PRELIMINARY
NOT FOR
CONSTRUCTION**

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5	-	-	-	-	-
4	-	-	-	-	-
3	-	-	-	-	-
2	-	-	-	-	-
1	-	-	-	-	-
NO.	BY	CHK.	APP.	DATE	REVISION DESCRIPTION

CLIENT	-	-	-	-	-	-	-	-	-	-	-	-
AGENCY	-	-	-	-	-	-	-	-	-	-	-	-
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CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-	-
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DATE RELEASED												



Houston Engineering Inc.
Ph: 701.237.5065



BARR
Corporate Headquarters:
Minneapolis, Minnesota
Ph: 1-800-632-2277



ACKERMAN ESTVOLD
1907 17th Street Southeast
Minot, ND 58701
701.837.8737
www.ackerman-estvold.com

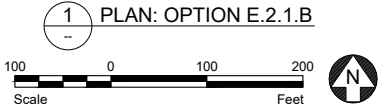
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Checked	BAB
Designed	JKH
Approved	JDB

SOURIS RIVER JOINT WATER RESOURCE BOARD
MINOT, NORTH DAKOTA

MOUSE RIVER - PHASE MI-4
ENHANCED FLOOD PROTECTION PROJECT
RAILROAD REALIGNMENT OPTIONS
OPTION E.2.1.B

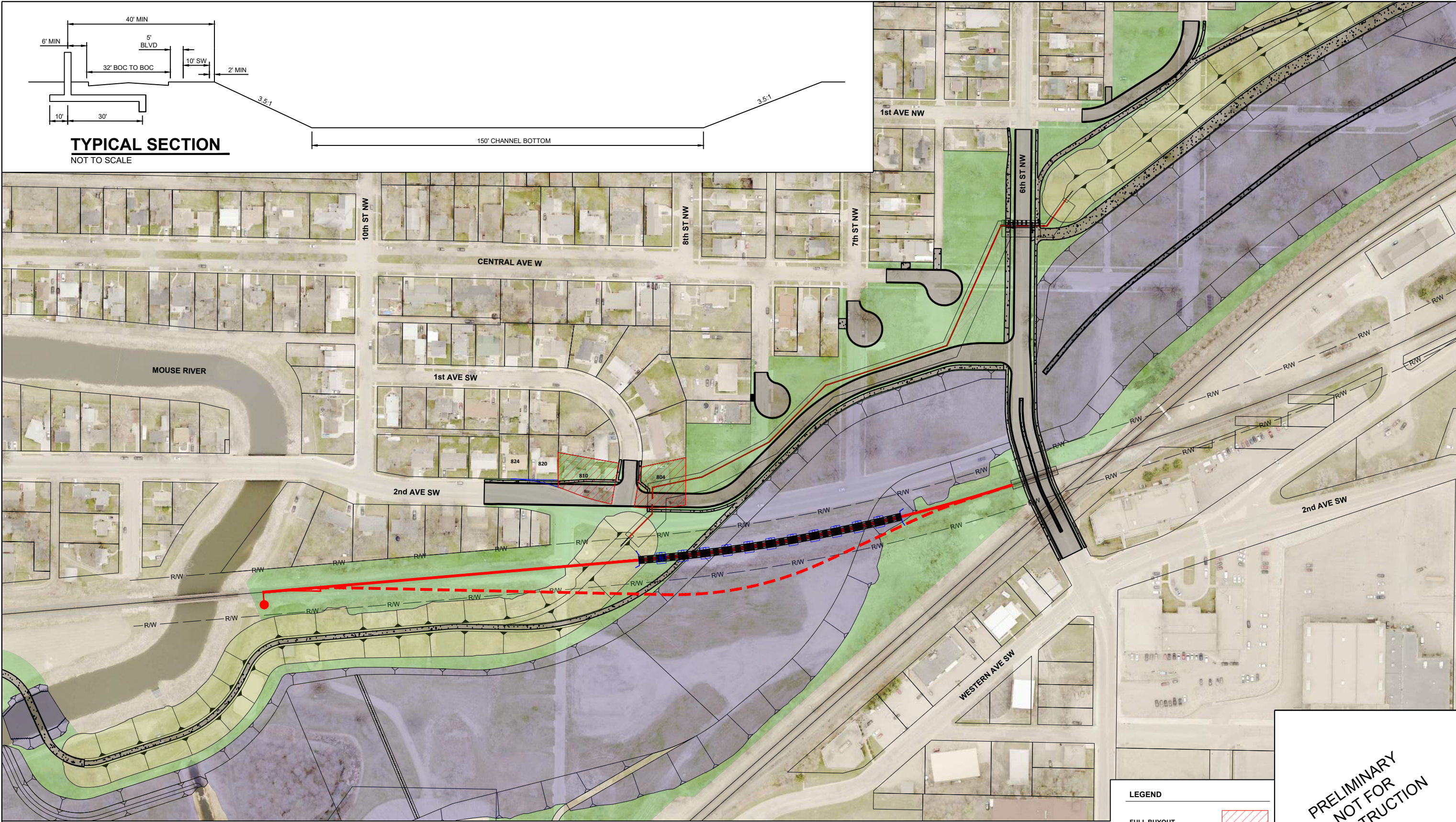
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CLIENT PROJECT No.	3529.04
DWG. No.	5-3.B
REV. No.	A

**PRELIMINARY
NOT FOR
CONSTRUCTION**



LEGEND	
FULL BUYOUT	
PARTIAL BUYOUT	

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4	-	-	-	-
3	-	-	-	-
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REVISION DESCRIPTION				

CLIENT	-	-	-	-	-	-	-	-	-
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CONSTRUCTION	-	-	-	-	-	-	-	-	-
RELEASED TO/FOR	A	B	C	0	1	2	3		
DATE RELEASED									



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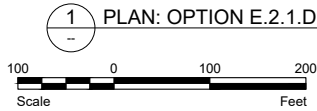
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Designed	JKH
Approved	JDB

**SOURIS RIVER JOINT
WATER RESOURCE BOARD**
MINOT, NORTH DAKOTA

**MOUSE RIVER - PHASE MI-4
ENHANCED FLOOD PROTECTION PROJECT**
**RAILROAD REALIGNMENT OPTIONS
OPTION E.2.1.D**

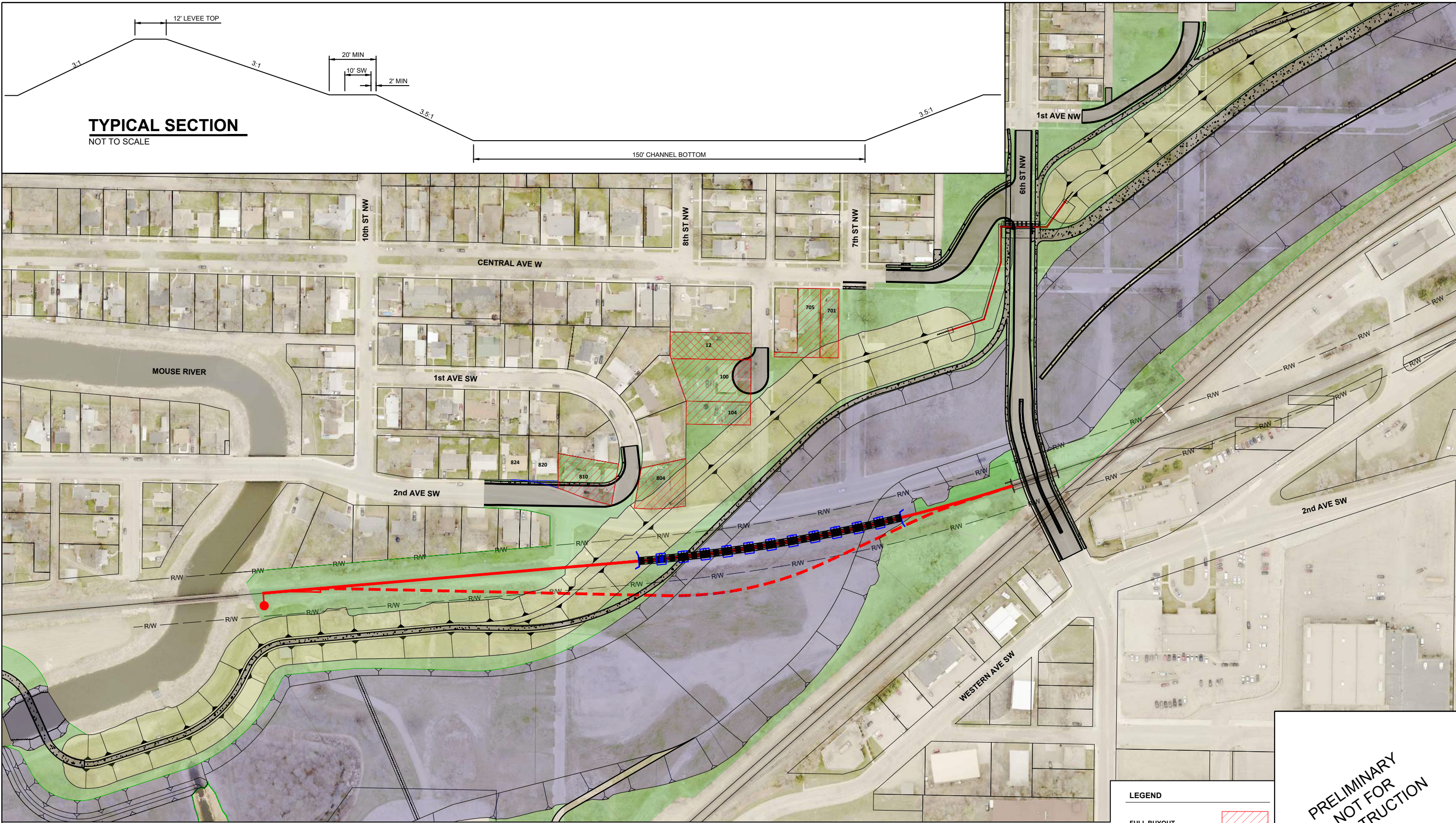
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CLIENT PROJECT No. 3529.04	
DWG. No. 5-3.D	REV. No. A

**PRELIMINARY
NOT FOR
CONSTRUCTION**



LEGEND	
FULL BUYOUT	
PARTIAL BUYOUT	

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RELEASED TO/FOR	A	B	C	0	1	2	3		
DATE RELEASED									



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Scale	AS SHOWN
Date	1/4/23
Drawn	TLB
Checked	BAB
Designed	JKH
Approved	JDB

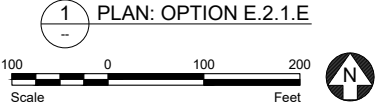
**SOURIS RIVER JOINT
WATER RESOURCE BOARD**
MINOT, NORTH DAKOTA

**MOUSE RIVER - PHASE MI-4
ENHANCED FLOOD PROTECTION PROJECT**
**RAILROAD REALIGNMENT OPTIONS
OPTION E.2.1.E**

ENG. PROJECT No. 8313-0020	
CLIENT PROJECT No. 3529.04	
DWG. No. 5-3.E	REV. No. A

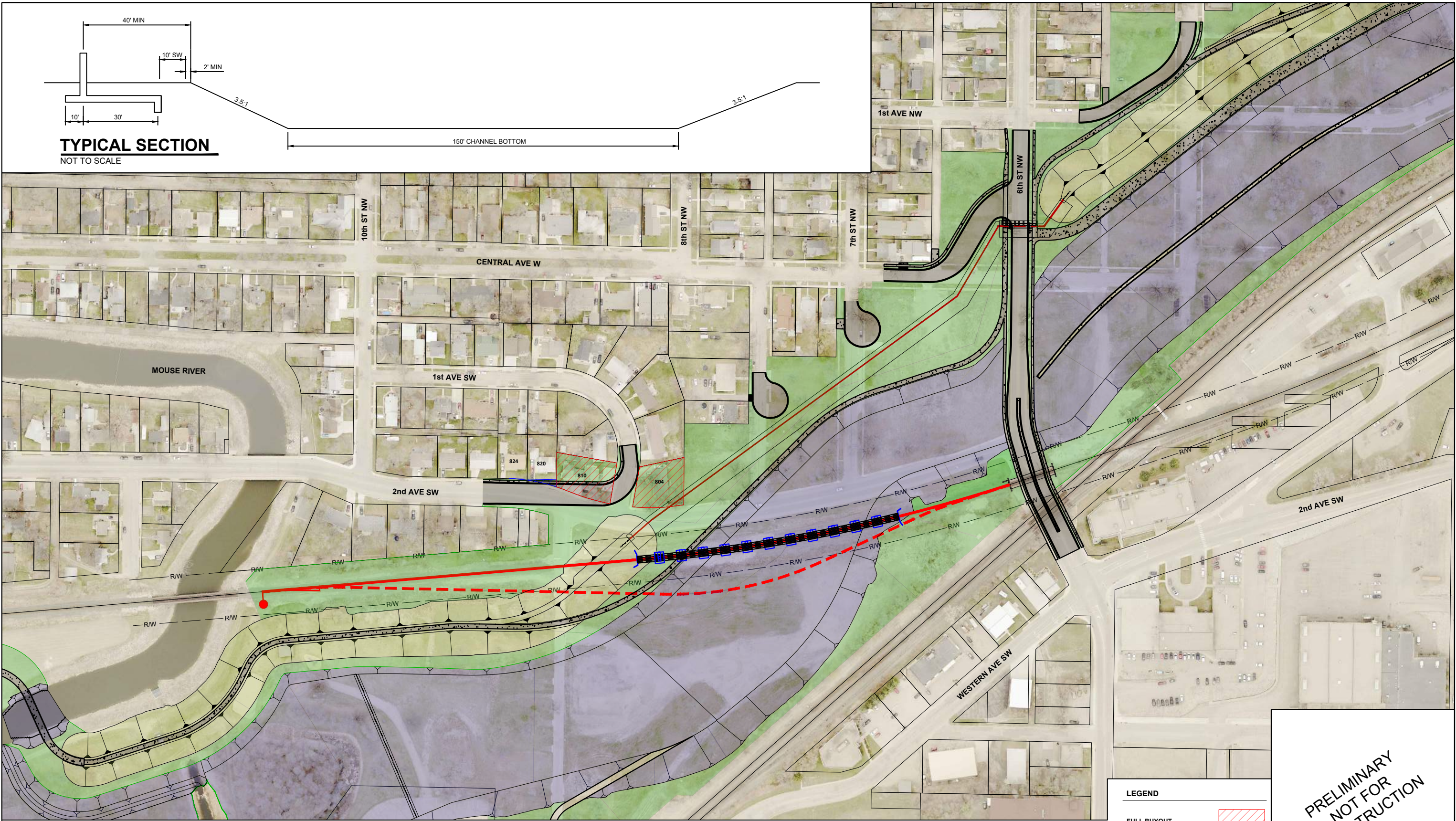
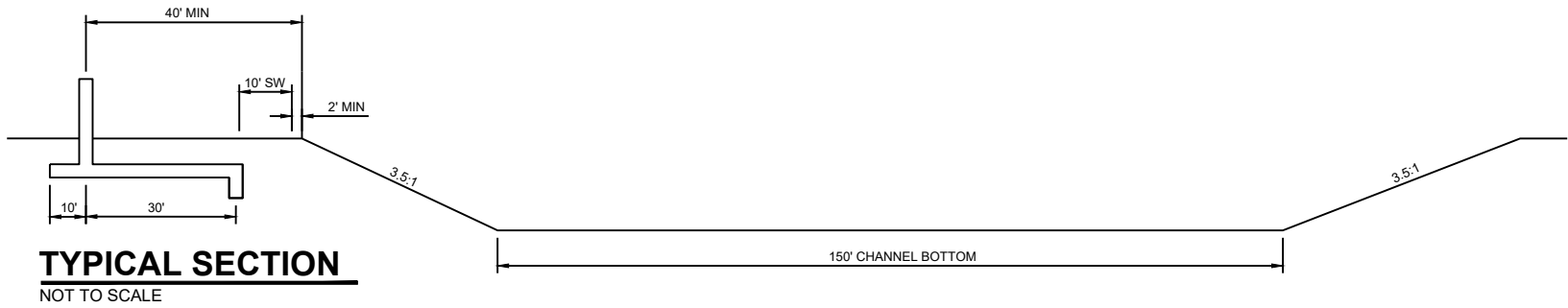
LEGEND	
FULL BUYOUT	
PARTIAL BUYOUT	
CITY OWNED PROPERTY	

**PRELIMINARY
NOT FOR
CONSTRUCTION**



1 PLAN: OPTION E.2.1.E

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NO.	BY	CHK	APP.	DATE	REVISION DESCRIPTION

CLIENT	-	-	-	-	-	-	-	-	-
AGENCY	-	-	-	-	-	-	-	-	-
BID	-	-	-	-	-	-	-	-	-
CONSTRUCTION	-	-	-	-	-	-	-	-	-
RELEASED TO/FOR	A	B	C	0	1	2	3		
DATE RELEASED									



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Date	1/4/23
Drawn	TLB
Checked	BAB
Designed	JKH
Approved	JDB

**SOURIS RIVER JOINT
WATER RESOURCE BOARD**
MINOT, NORTH DAKOTA

**MOUSE RIVER - PHASE MI-4
ENHANCED FLOOD PROTECTION PROJECT**
**RAILROAD REALIGNMENT OPTIONS
OPTION E.2.1.F**

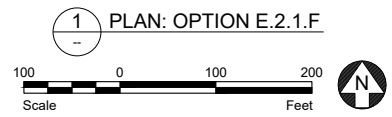
ENG. PROJECT No. 8313-0020	
CLIENT PROJECT No. 3529.04	
DWG. No. 5-3.F	REV. No. A

LEGEND

FULL BUYOUT

PARTIAL BUYOUT

**PRELIMINARY
NOT FOR
CONSTRUCTION**





TO: Mayor Ross
Members of the City Council

FROM: Luke Tillema, Building Official

DATE: October 21, 2024

**SUBJECT: COUNCIL DIRECTION ON ADOPTING THE INTERNATIONAL
PROPERTY MAINTENANCE CODE AND DISCUSSION ON
RESPONSIBLE PROPERTY OWNERSHIP**

I. RECOMMENDED ACTION

It is recommended City Council provide staff direction to adopt the International Property Maintenance Code in conjunction with the other code book updates in 2025.

II. DEPARTMENT CONTACT PERSONS

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

Luke Tillema, Building Official, 701-857-4102

Harold Stewart, City Manager, 701-857-4721

Tom Joyce, Asst. City Manager, 701-857-4731

III. DESCRIPTION

A. Background

The International Code Council (ICC) provides several digital code books that are used by the Inspections Department to regulate the safe construction of buildings and structures in the community. An ICC code book entitled 2024 International Property Maintenance Code is not currently adopted by the City of Minot. Staff is considering whether to adopt this code book during our triennial code updates in the Fall of 2025.

Staff receives regular complaints from neighboring property owners regarding concerns on commercial and residential properties which current code does not currently address adequately. The Mayor also requested this item be on the agenda for discussion of various property ownership and maintenance issues.

B. Proposed Project

Staff is seeking guidance from the City Council on whether we should include this code book in our next round of code updates. In 2019, the City Council took a similar action when they adopted the International Existing Building Code for the first time.

C. Recommendation Detail

Staff is dealing with too many time constraints right now to immediately begin work on adopting this code book. It would be much easier to adopt the International Property Maintenance Code with the other code books in 2025.

IV. IMPACT

A. Aspirations

Safe and Welcoming - Property maintenance codes assist City staff with improving the visual appeal of the community.

B. Service/Delivery Impact

The International Property Maintenance Code regulates the height of weeds, parking of motor vehicles, defacement of property, enclosures for swimming pools, exterior and interior building maintenance standards, disposal of rubble and garbage, pest elimination, ventilation, and occupancy limitations, plumbing facilities and fixture requirements, mechanical and electrical requirements, and fire safety systems.

Click this link to view the International Property Maintenance Code: [Chapter 1 Scope And Administration - International Property Maintenance Code \(IPMC\) \(iccsafe.org\)](https://www.iccsafe.org/chapter-1-scope-and-administration-international-property-maintenance-code-ipmc/)

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

City Council can request staff to adopt this Code as soon as possible.

City Council can tell staff not to include this Code in the 2025 ICC Code update package.



DYNAMIC & FLOURISHING INTENT

MINOT CITY COUNCIL
OCTOBER 21, 2024

- **WHY ARE WE PRESENTING TO COUNCIL?**

- Requesting direction
- Comparing 2 code approaches that address private property aesthetic:
 - Housing Code
 - International Property Maintenance Code

A blue five-pointed star with horizontal lines extending from its base, positioned to the left of the main title.

**//////
DYNAMIC & FLOURISHING
INTENT**

- **CODE ENFORCEMENT**

- Community Satisfaction Survey priority
- Both residential + commercial

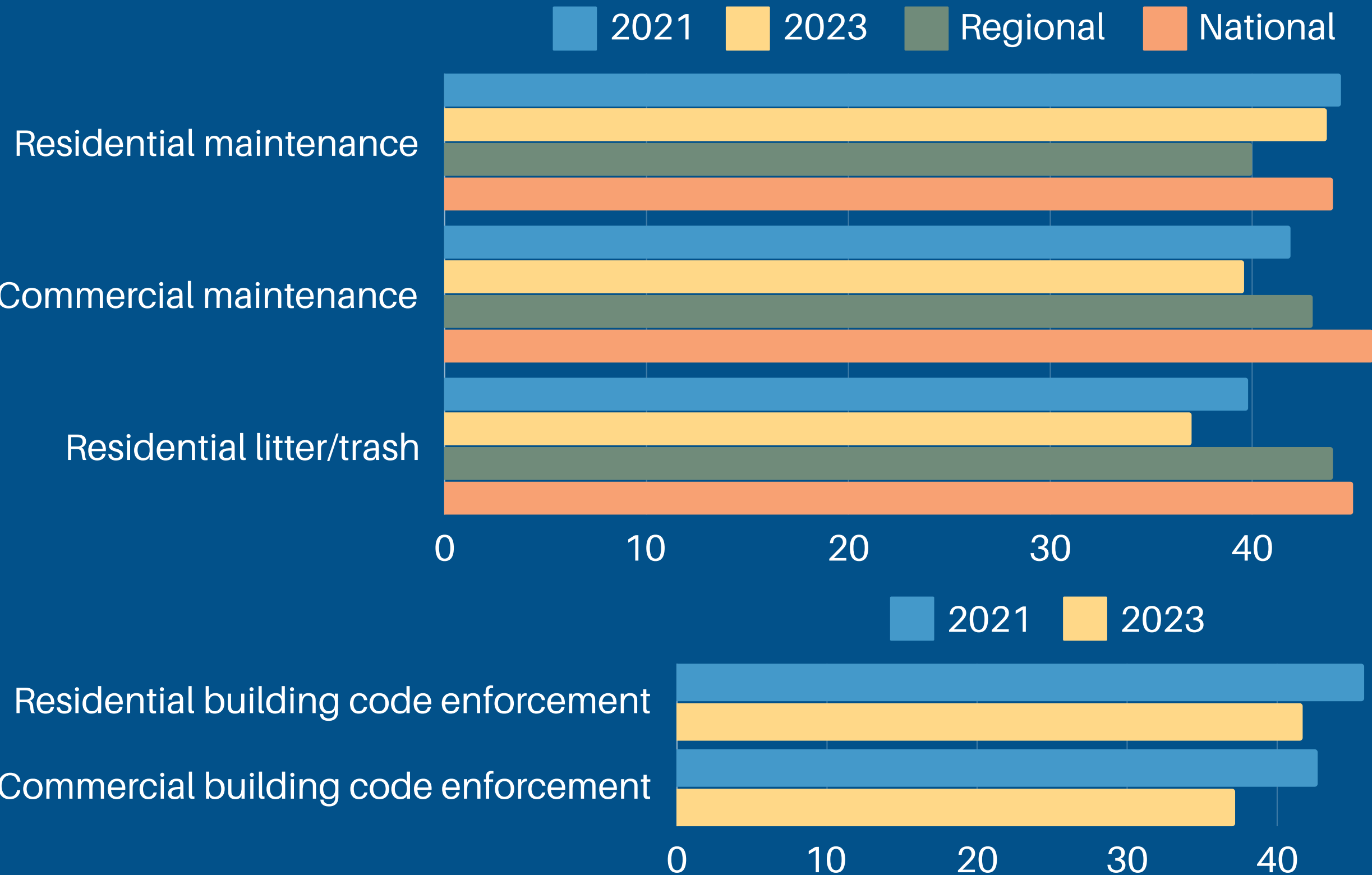
TOM JOYCE
ASSISTANT CITY MANAGER

DYNAMIC & FLOURISHING

MINOT IS A THRIVING AND VIBRANT COMMUNITY READY TO COLLABORATE AND ADAPT TO ACHIEVE STRATEGIC GROWTH.



Priorities to work on: CODE ENFORCEMENT



- **WHY ARE WE PRESENTING TO COUNCIL?**

- Requesting direction
- Best way to address complaints
 - Neighbors
 - Residential
 - Commercial

- **PROBLEM PROPERTIES UNIT**

- Leading indicators vs lagging indicators
- Data integration point for:
 - Water shut offs
 - Nuisance call heat maps

//////

**DYNAMIC & FLOURISHING
INTENT**

TOM JOYCE

ASSISTANT CITY MANAGER

- **WHY ARE WE PRESENTING TO COUNCIL?**

- Currently only enforce residential complaints
- Codes crossover departments
 - Visual nuisance: Zoning code enforcement
 - Fire prevention code is embedded in IBC

A blue star icon with horizontal lines, positioned to the left of the "REQUESTING DIRECTION:" section.

- **REQUESTING DIRECTION:**

- Update current Housing Code?
- Adopt IPMC?
 - We can adopt a combination
 - Either code could require added staff
- Additional input?
 - Committee/Public/Staff

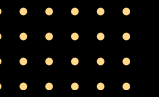
//////
**DYNAMIC & FLOURISHING
INTENT**

LUKE TILLEMA
BUILDING OFFICIAL



//////
QUICK DEFINITIONS
CODES

LUKE TILLEMA
BUILDING OFFICIAL



BUILDING CODE

STATE OF ND + CITY ADOPTS EVERY 3 YEARS | UPDATED OR MOST RECENTLY PUBLISHED EDITION

INTERNATIONAL BUILDING CODE

Commercial construction

NDCC Title 54, Chapter 54-21.3
Minot Code of Ordinances Chapter 9

INTERNATIONAL RESIDENTIAL CODE

1 or 2 family dwellings

NDCC Title 54, Chapter 54-21.3
Minot Code of Ordinances Chapter 9

INTERNATIONAL MECHANICAL CODE

Minimum HVAC requirements

NDCC Title 54, Chapter 54-21.3
Minot Code of Ordinances Chapter 17

INTERNATIONAL FUEL GAS CODE

Minimum appliance/pipe/vent

NDCC Title 54, Chapter 54-21.3
Minot Code of Ordinances Chapter 15

INTERNATIONAL ENERGY CONSERVATION CODE

Minimum energy efficiency

NDCC Title 54, Chapter 54-21.2
Minot Code of Ordinances Chapter 9

INTERNATIONAL EXISTING BUILDING CODE

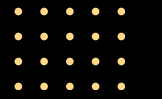
Minimum alteration/addition

NDCC Title 54, Chapter 54-21.3
Minot Code of Ordinances Chapter 9

INTERNATIONAL CODE COUNCIL A117.1

Minimum accessibility requirements

NDCC Chapter 11, referenced in building code



BUILDING CODE

STATE OF ND + CITY ADOPTS EVERY 3 YEARS | UPDATED OR MOST RECENTLY PUBLISHED EDITION

INTERNATIONAL BUILDING CODE

INTERNATIONAL RESIDENTIAL CODE

INTERNATIONAL MECHANICAL CODE

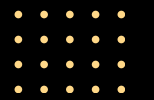
INTERNATIONAL FUEL GAS CODE

INTERNATIONAL ENERGY CONSERVATION CODE

INTERNATIONAL EXISTING BUILDING CODE

INTERNATIONAL CODE COUNCIL A117.1

--> The intention of each of these codes is to
set a minimum safety standard
for the construction, remodeling, modification and addition to buildings, equipment and mechanical systems within the State of
North Dakota.



BUILDING CODE

STATE OF ND + CITY ADOPTS EVERY 3 YEARS | UPDATED OR MOST RECENTLY PUBLISHED EDITION

INTERNATIONAL BUILDING CODE

INTERNATIONAL RESIDENTIAL CODE

INTERNATIONAL MECHANICAL CODE

INTERNATIONAL FUEL GAS CODE

INTERNATIONAL ENERGY CONSERVATION CODE

INTERNATIONAL EXISTING BUILDING CODE

INTERNATIONAL CODE COUNCIL A117.1

---> The intention of each of these codes is to

set a minimum safety standard

---> for the construction, remodeling,

---> modification and

---> to buildings,

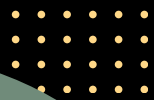
---> equipment and

---> mechanical systems

---> in the State of

---> **North Dakota.**

Codes offer
LEGAL PROTECTION
for City + State



BUILDING CODE

STATE OF ND + CITY ADOPTS EVERY 3 YEARS | UPDATED OR MOST RECENTLY PUBLISHED

Voted on by
state building
code committee
every 3 years

INTERNATIONAL BUILDING CODE

Commercial



INTERNATIONAL RESIDENTIAL CODE

1 or 2 family
dwellings



INTERNATIONAL MECHANICAL CODE

HVAC



INTERNATIONAL FUEL GAS CODE

Appliances,
pipes, vents



INTERNATIONAL ENERGY CONSERVATION CODE



INTERNATIONAL EXISTING BUILDING CODE



INTERNATIONAL CODE COUNCIL A117.1

Accessibility



The intent

these codes

**set a minimum
safety standard**

for the construction,

remodeling,

and

**Amendments
can be submitted:**

- Often regional •
- i.e. Insulating
duct work

Codes are available

• • **FREE** • •

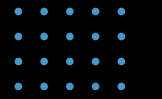
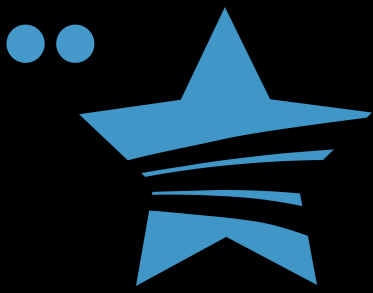
Online at: **ICCSafe.org**

Or printed copies
available with City Clerk
+ Building Official

me

with

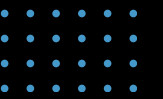
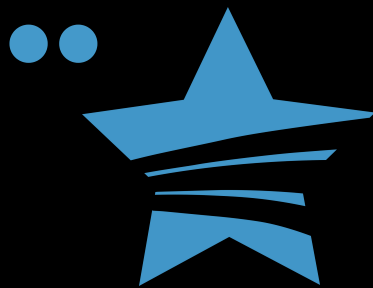
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HOUSING CODE

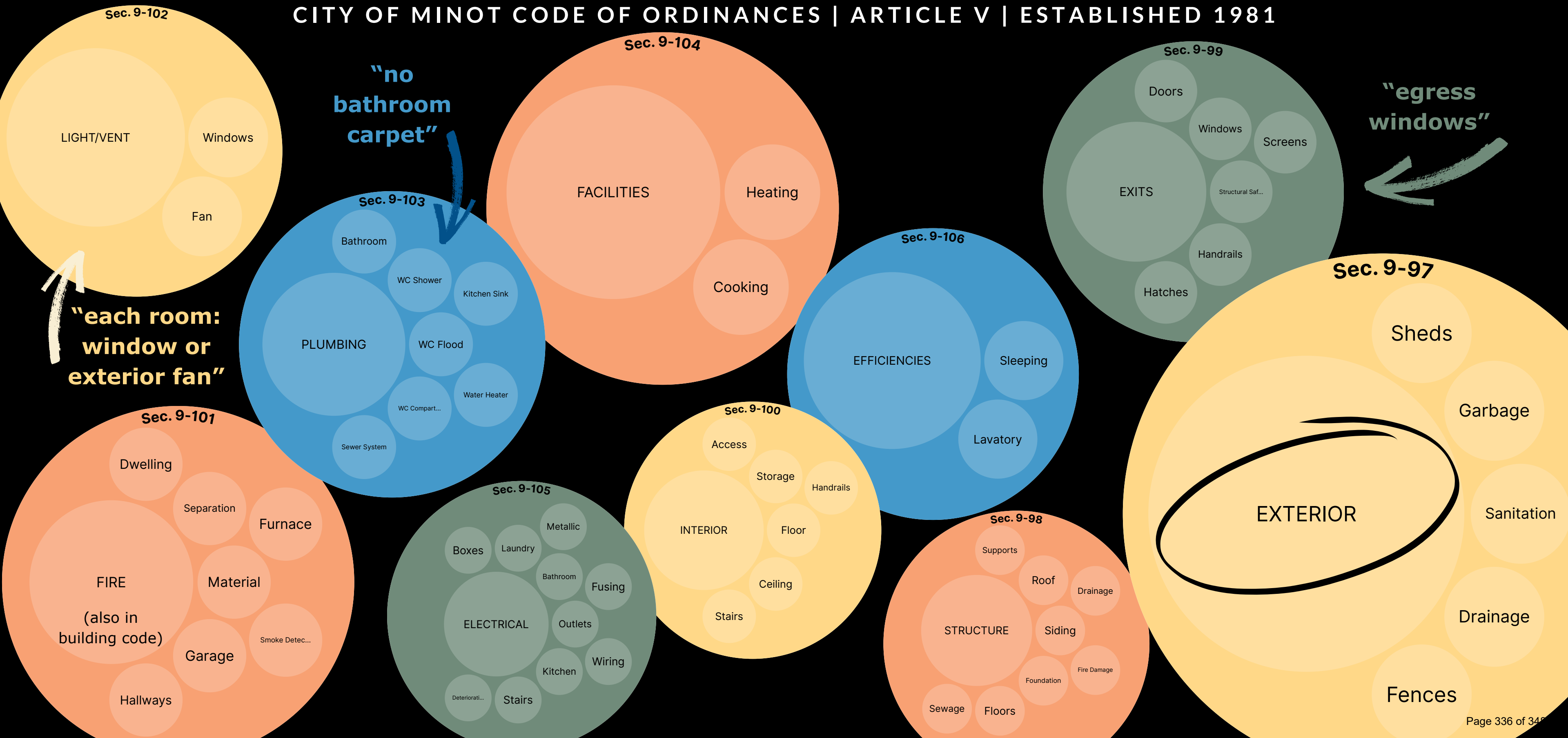
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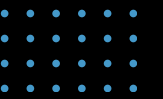
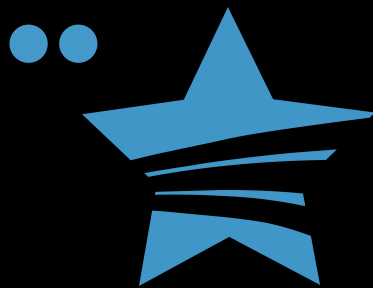




WHAT IS INCLUDED IN HOUSING CODE?

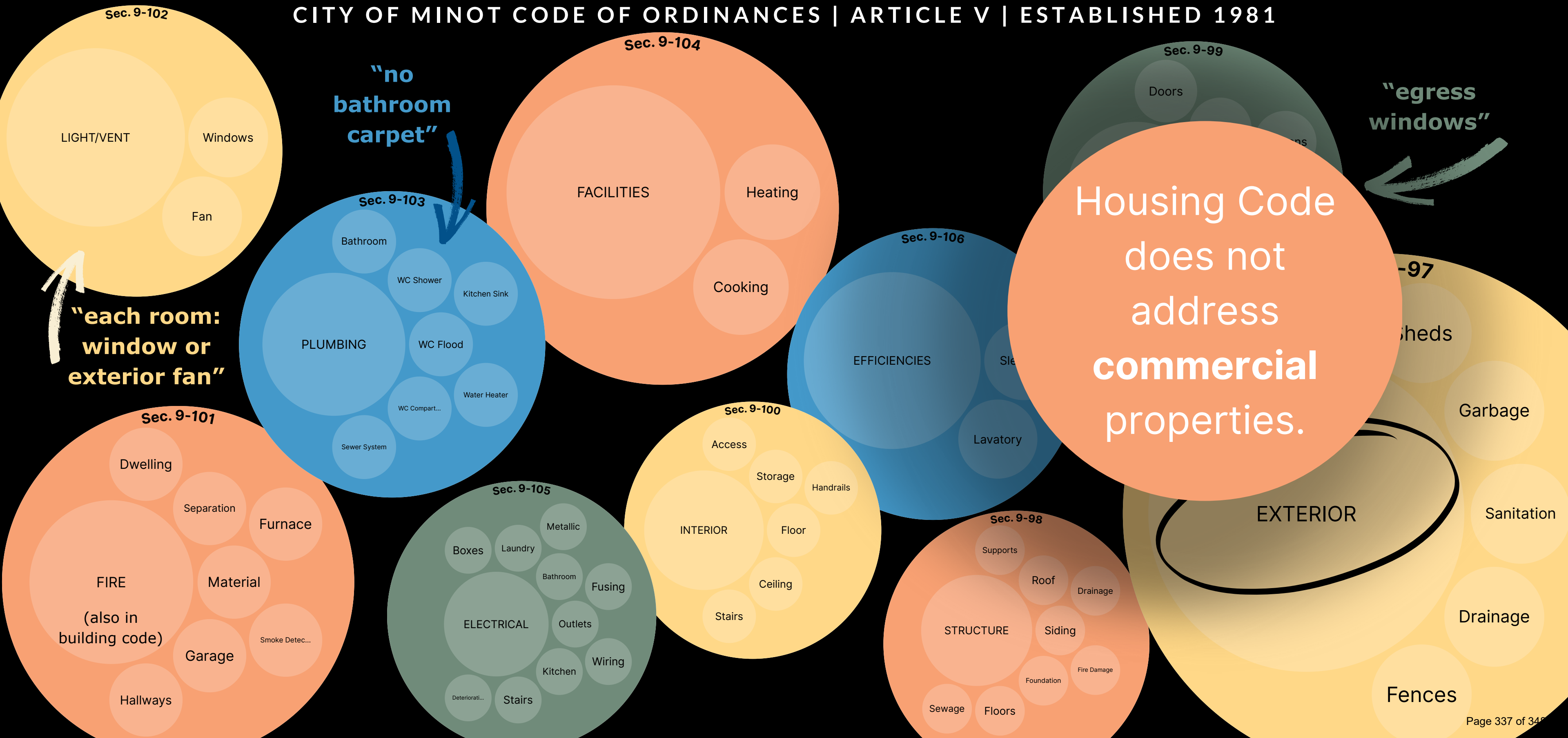
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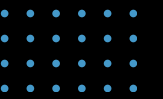
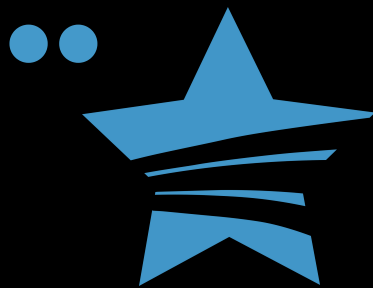




WHAT IS INCLUDED IN HOUSING CODE?

CITY OF MINOT CODE OF ORDINANCES | ARTICLE V | ESTABLISHED 1981





WHAT IS INCLUDED IN NUISANCE CODE?

CITY OF MINOT CODE OF ORDINANCES | ARTICLE 22

Housing Code is limited to structural integrity.

Nuisance Code can pick up some visual appearance.

IPMC offers both.



Sec. 22.1(a)1 found in Sec. 9-11

Dangerous Buildings

Sec. 22.1(a)1 found in Sec 14.1

GENERAL

Rubbish

Garbage

Refuse

Sec. 22.1(a)1

INDUSTRIAL

Manufacturing

Mining

Food processing

Sec. 22.1(a)2

Weeds

Old furniture

Building mate...

Junked cars

Dead trees

VISUAL

Sec. 22.1(a)1

FOLIAGE

Elm Bark Beetle

Weeds

Dutch Elm Disease

Sec. 22.1(a)1

GENERAL

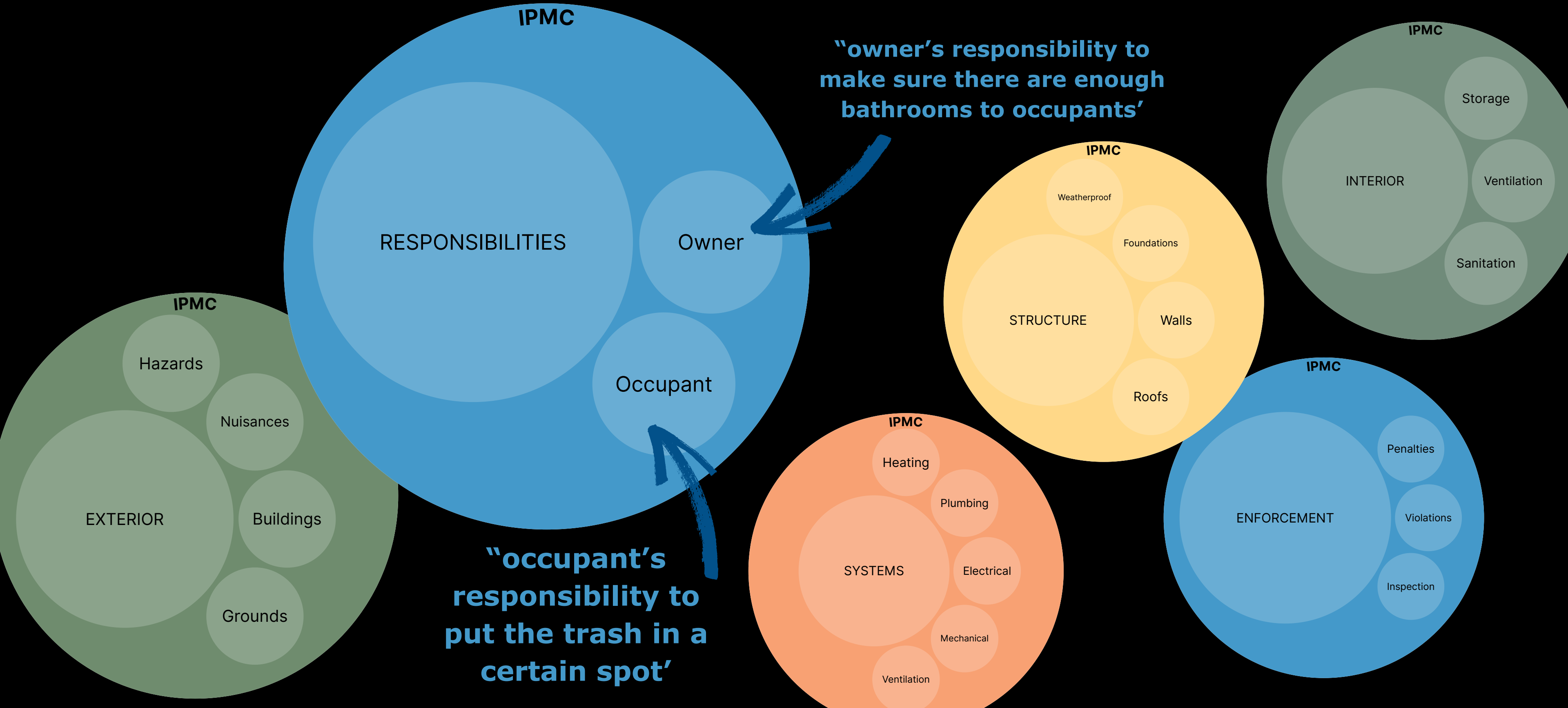
Septic systems

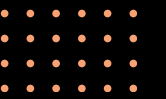
Open Pits

Barbed wire

WHAT IS INCLUDED IN IPMC?

INTERNATIONAL PROPERTY MAINTENANCE CODE INCLUDES THE MAINTENANCE AND SAFETY OF PROPERTIES





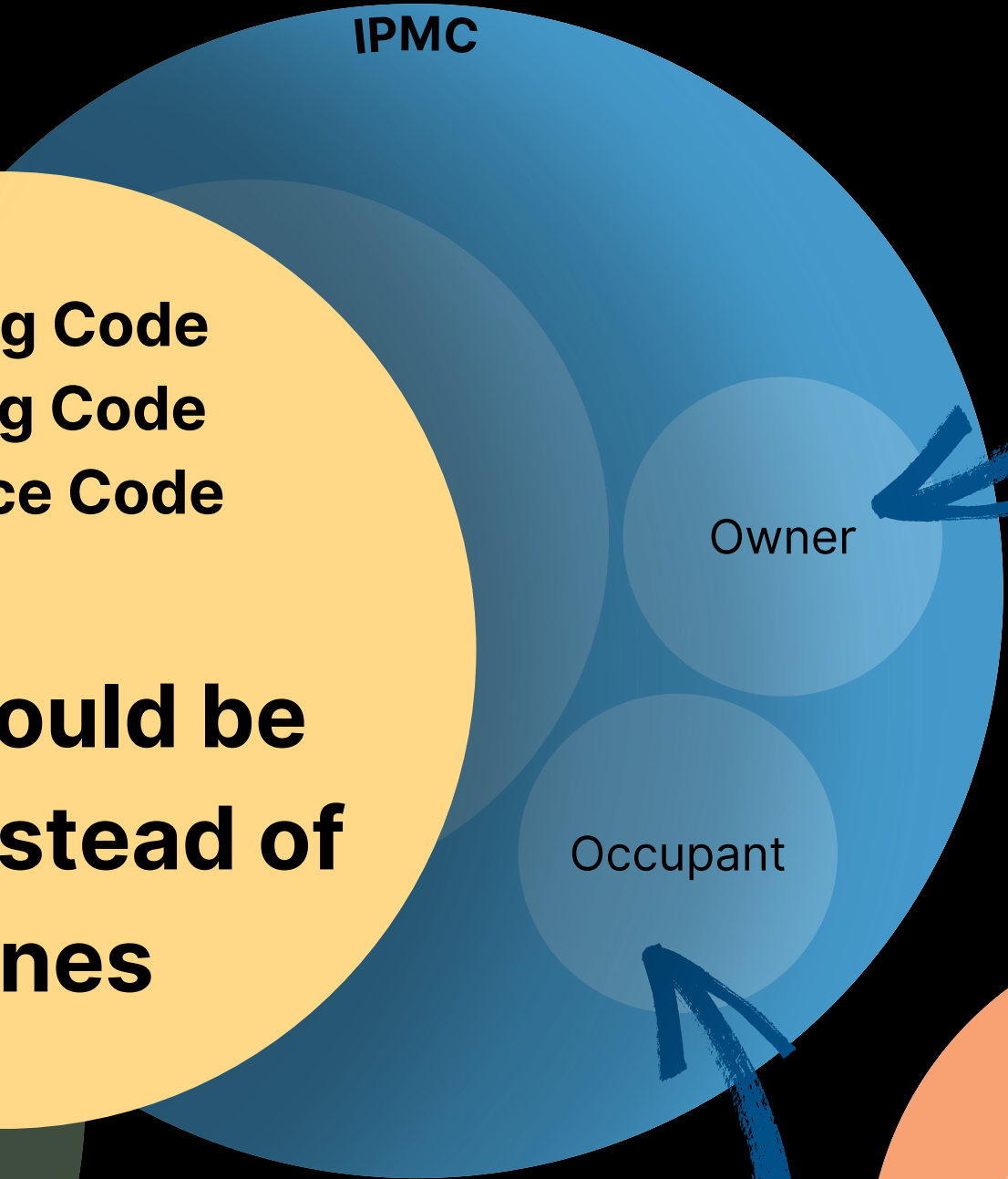
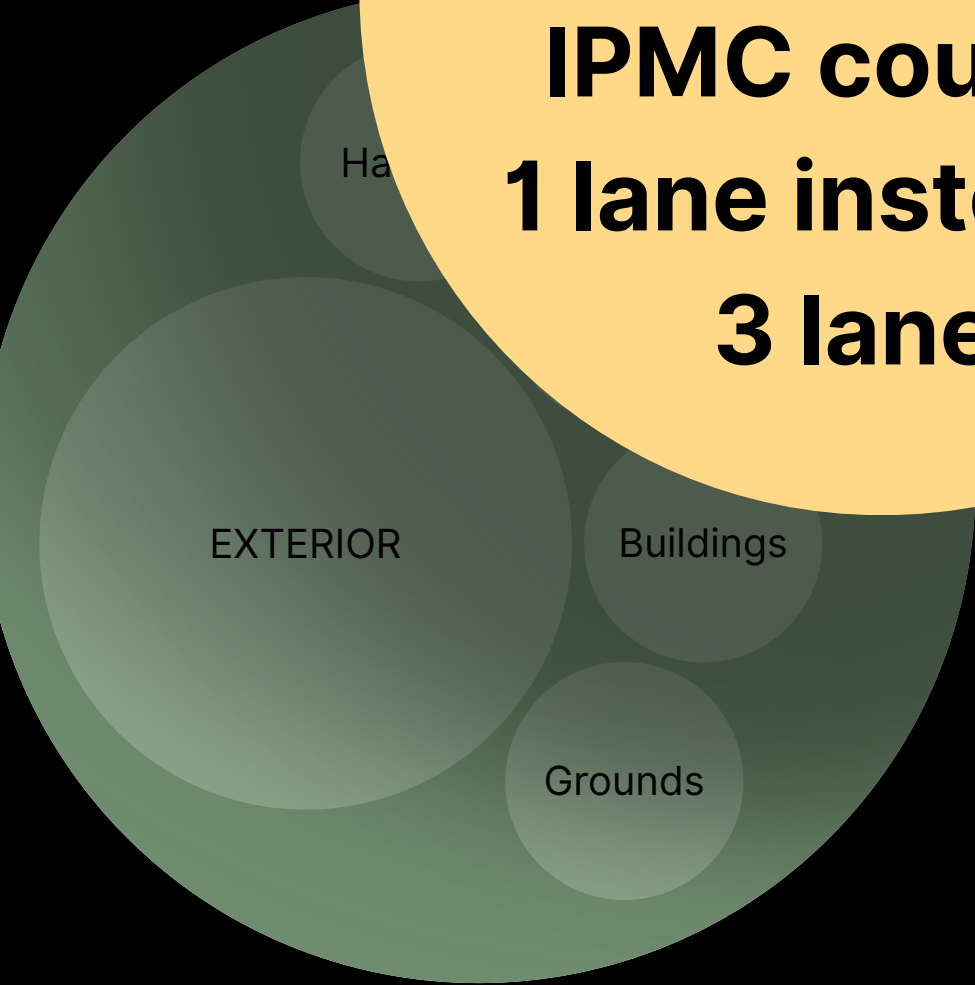
WHAT IS INCLUDED IN IPMC?

PROPERTY MAINTENANCE CODE INCLUDES THE MAINTENANCE AND SAFETY OF PROPERTIES

IPMC not currently adopted at the State level

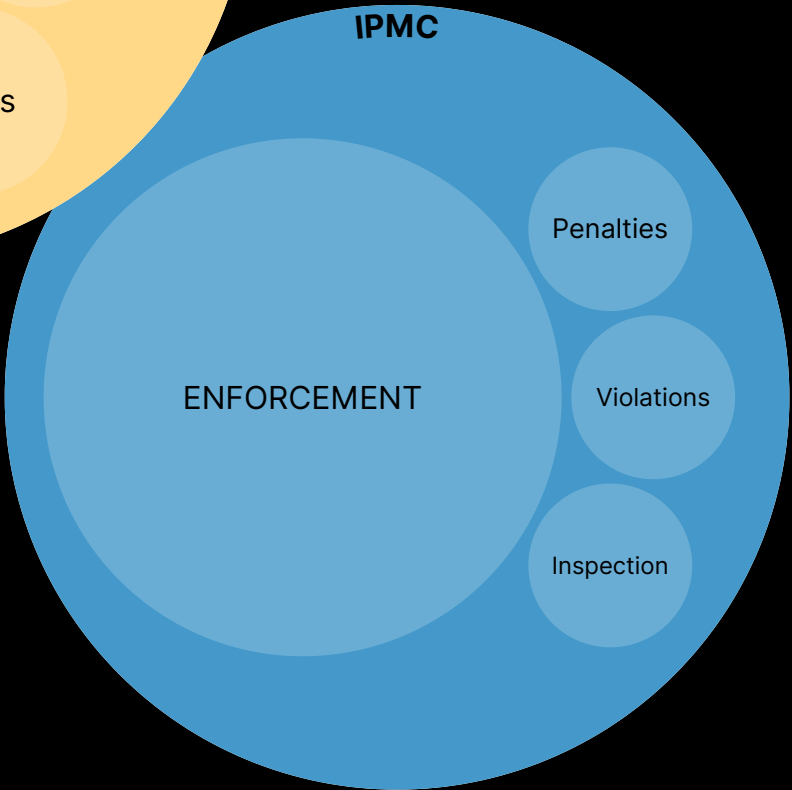
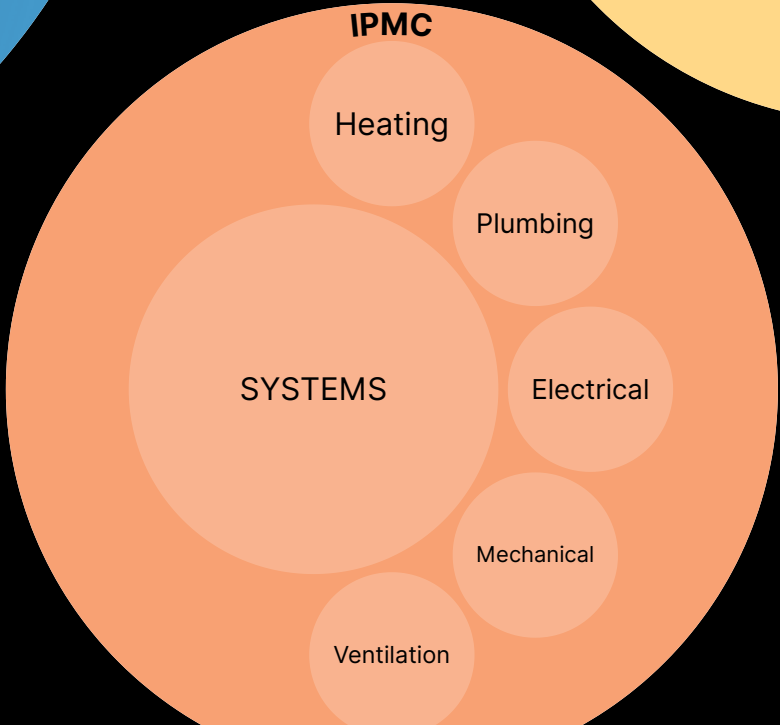
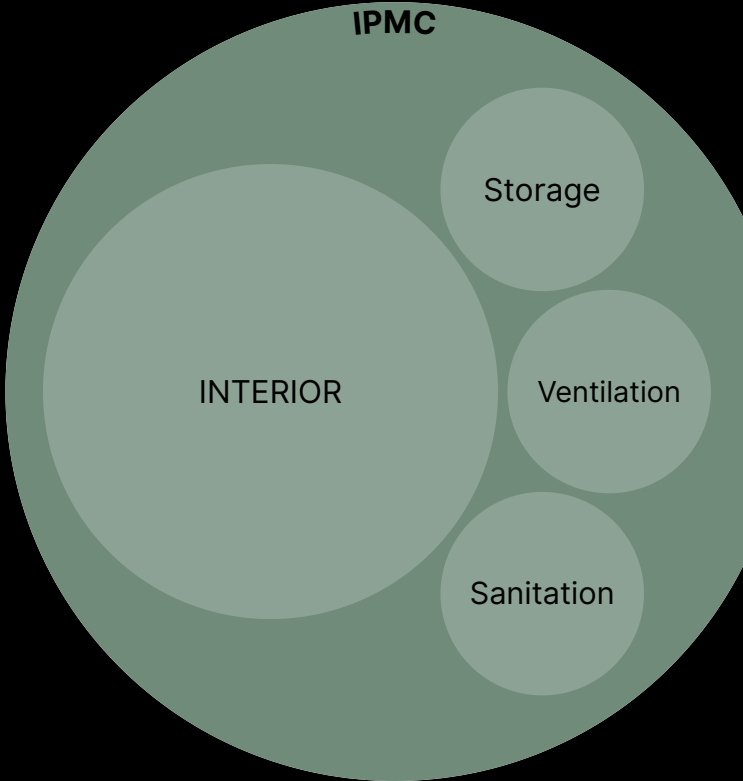
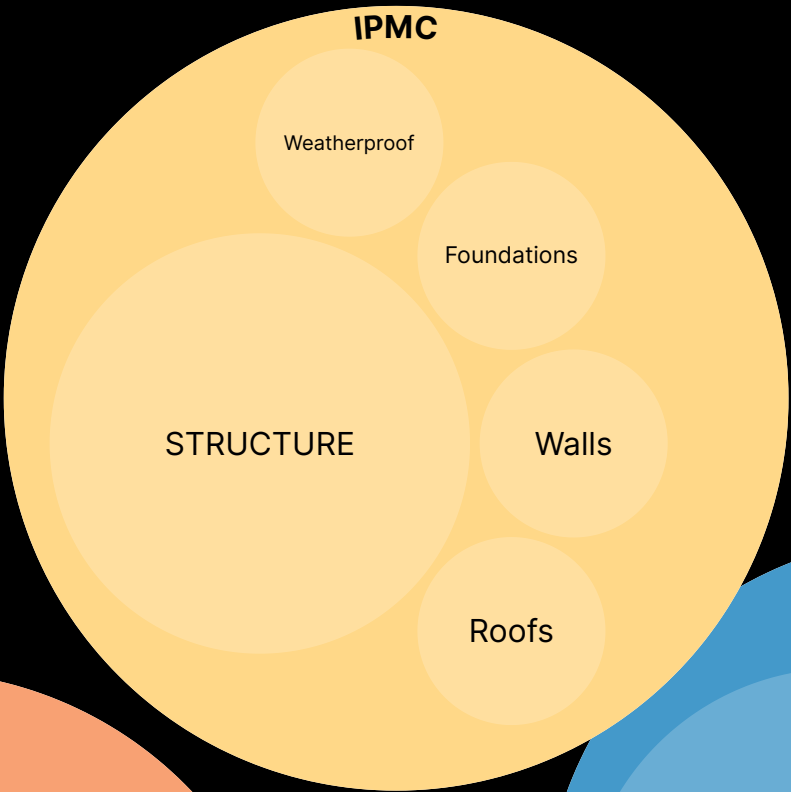
Housing Code
Building Code
Nuisance Code

IPMC could be 1 lane instead of 3 lanes

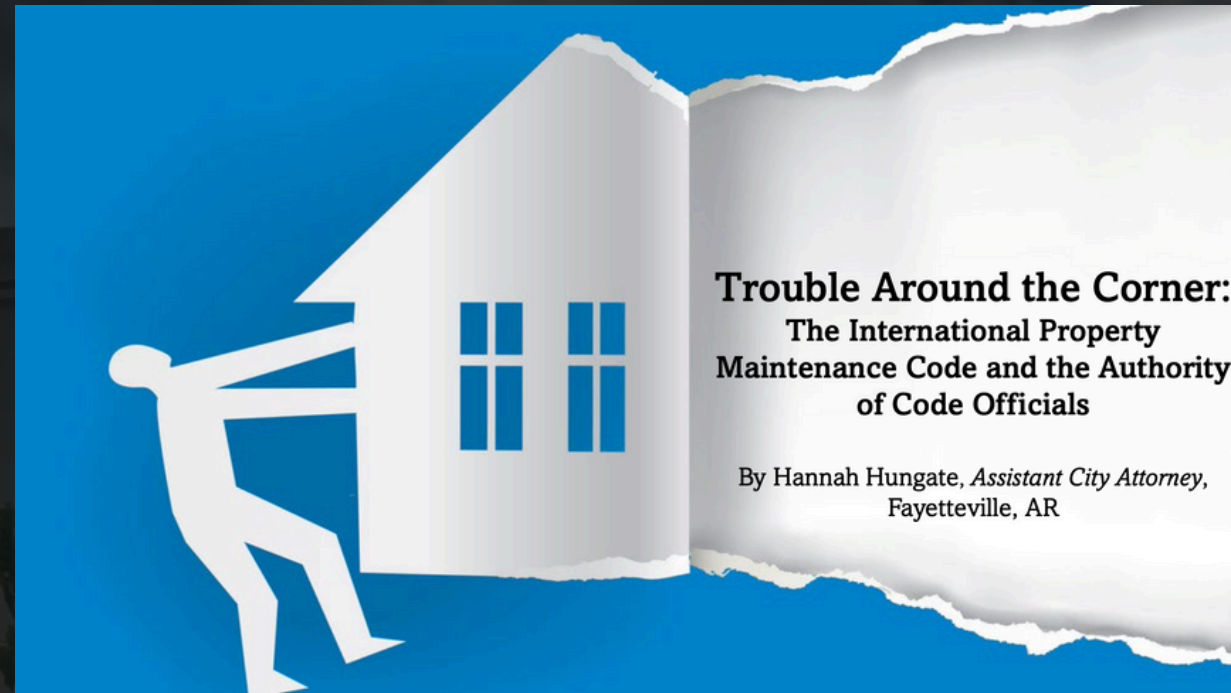


“owner’s responsibility to make sure there are enough bathrooms to occupants’

“occupant’s responsibility to put the trash in a certain spot’



- Recent legal conference:



- International codes create a template
 - Not one size fits all
 - Adjusted with amendments
 - Currently complaints in writing
 - Hearing process
 - Appeals process
 - Sets the minimum standard
- **RISK: Discriminatory/Subjective**

//////
**DYNAMIC & FLOURISHING
INTENT**

CORBIN DICKERSON
ASSISTANT CITY ATTORNEY

INTERNATIONAL PROPERTY MAINTENANCE CODE

IPMC ENFORCEMENT CAN PRESENT SEVERAL CHALLENGES AND POTENTIAL CONSEQUENCES

RESOURCE ALLOCATION

— — — —▶ Can require additional resources for inspections, admin, legal

FINANCIAL BURDEN

— — — —▶ Burdensome for low-income ind., risk property abandonment

DISPLACEMENT ISSUES

— — — —▶ Enforcement may result in displacement during repairs

CONFLICT WITH PROPERTY OWNERS

— — — —▶ Compliance resistance due to cost, unfairness or inconvenience

OVER-REGULATION

— — — —▶ Requirements can be seen as excessive or impractical

DISCRIMINATION CONCERNS

— — — —▶ Unintentional disproportionate affect on certain groups

PROPERTY DEVALUATION

— — — —▶ Possible states of disrepair

- **WHY ARE WE PRESENTING TO COUNCIL?**

- Comparing 2 code approaches that address private property aesthetic:

- **CODE ENFORCEMENT IN SURVEY**

- **PROBLEM PROPERTIES UNIT**

- **REQUESTING DIRECTION**

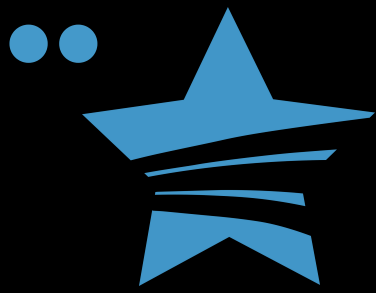
- Update current Housing Code?
- Adopt IPMC?
 - We can adopt a combination
 - Either code could require added staff
- Additional input?
 - Committee/Public/Staff

//////

DYNAMIC & FLOURISHING

CODES

QUESTIONS?



'OBJECTIVE' BUILDING CODE

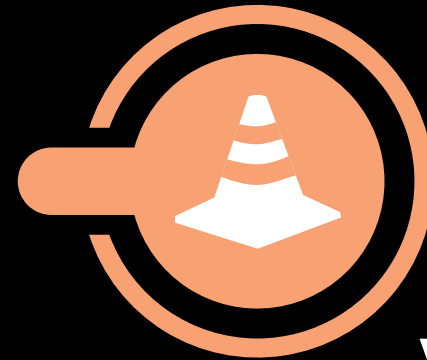
PURPOSE:

- type of occupancy
- number of occupancy
- sustain safely the **loads** expected
- reasonably safe against **hazards**

**HOW one builds or
erects a structure.**

WHAT:

Technical standards
dealing with
inanimate objects.



VS



'SUBJECTIVE' HOUSING CODE

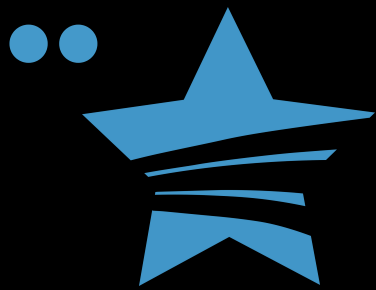
PURPOSE:

Establish minimum standards
to be safe, sanitary and fit for
human habitation.

**HOW one healthfully lives in
and maintains a structure.**

WHAT:

- legal rights of individuals
- social responsibility
- how problems in one building
might affect neighborhood:
 - property values
 - crime
 - other issues



'SUBJECTIVE' HOUSING CODE

CURRENT CODE IN MINOT

'SUBJECTIVE' IPMC

INTERNATIONAL PROPERTY MAINTENANCE CODE

CONSIDERATIONS:

- update from 1981 version
- legally enforceable?

NEXT STEPS:

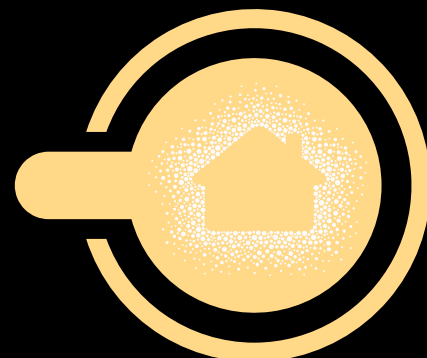
- possible committee
- increase enforcement?

STAFF:

- still complaint-based?
- PPU role?

FEES:

- only penalty fees



VS

CONSIDERATIONS:

- crossover in other codes
- caution against adopting cover to cover
- can adopt in pieces
- clarifying language in IPMC

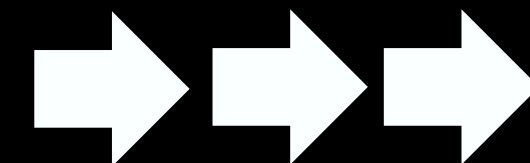
NEXT STEPS:

- staff look for code crossover
 - pull in Nuisance Code too?
- legal recommendation

STAFF:

- additional staff likely
- increase for inspections
- who enforces what?

FEES:



INTERNATIONAL PROPERTY MAINTENANCE CODE

IPMC ADOPTION CAN INTRODUCE NEW FEES | POTENTIALLY COVERING COSTS OF CODE ENFORCEMENT

INSPECTION FEES



Vary depending on size and type of property and inspection scope

PERMIT FEES



May be required for renovations to come into compliance

VIOLATION OR PENALTY FEES



Depends on the nature and severity of the violation

REINSPECTION FEES



Some work will require multiple inspections

ADMINISTRATIVE FEES



Administrative costs including staff time and paperwork

APPEAL FEES



Disputed violations



INSPECTIONS DEPARTMENT

Fargo City
Hall 225 Fourth
Street North Fargo,
ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

To Minot Mayor and City Council members,

Luke Tillema, Minot Building Official, asked me to attend the October 21st meeting of the City Council but regretfully I will be out of the office and unable to attend in any capacity.

As I understand it the city of Minot is exploring the possibility of adopting the International Property Maintenance Code (IPMC). We have been using the IPMC in Fargo for quite some time and have seen success with it. It outlines the minimum requirements to protect residents and provide a reasonable level of health, safety, and general welfare for the property as well as the neighborhoods and city as a whole. We use it for both code enforcement and rental inspections primarily but the residential and commercial inspectors use it at time if the need arises.

Although it is a small book it carries a lot of weight to help address nuances in a community. The IPMC allows the communities voice to be heard. Our program is complaint based and we follow up on all complaints to see if there is a violation. This action allows our inspectors to be visible to our community and sends a message that there concerns have been heard and are being addressed. It is a code that not only establishes a minimum standard but can be used to formulate additional ordinances to address many of the problems our communities face today. At time it is used as the prevailing code and at other times it is used to support other ordinances and provides clarification for other adopted codes. This code contains provisions and definitions not found in other adopted codes and requirements.

The IPMC also helps strengthen the communication between departments and entries outside of the city workforce. Because of the information it contains our inspectors need to communicate with departments that they would otherwise have very little interaction with. It has helped us establish connections with entries outside of the city work force to assist vulnerable people and bring about the best results for all involved.

The IPMC is a great addition to the codes for the city of Minot and I cannot see it being anything but an asset to your community.

Sincerely,

Shawn Ouradnik
Inspections Director
City of Fargo, Inspections Department