



Regular City Council Meeting

Monday, November 4, 2024, at 5:30 PM

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

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

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
4. REPORTS
 - 4.1. CITY MANAGER'S REPORT
 - 4.2. CITY ATTORNEY'S REPORT
5. PUBLIC HEARING
 - 5.1. PUBLIC HEARING: CASE # 2024-07-03 - LIVINGSTON'S 7TH ADDITION -
CONDITIONAL USE PERMIT APPEAL

RECOMMENDED ACTION

The City Council can either:

- 1. Approve the applicants request for an amendment to the CUP; or**
- 2. Deny the request.**

- 5.2. PUBLIC HEARING: RENAISSANCE ZONE CASE # M-108: CONDITIONAL
APPROVAL FOR 304 E. CENTRAL AVENUE

RECOMMENDED ACTION

It is recommended City Council approve the request and authorize staff to submit the application to the State of North Dakota for Conditional Approval.

6. CONSENT ITEMS
 - 6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the October 21, 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 6013 - 2024 BA - 2024 Bond Issuance Costs**
- 2. Ordinance No 6014 - 2024 BA - Fire Premium Tax**
- 3. Ordinance No 6015 - 2024 BA - AIRPORT ELECTRICAL VAULT REHAB**
- 4. Ordinance No 6016 - 2024 BA - Donation for Furniture, Programming and Items of Circulation**
- 5. Ordinance No 6017 - 2024 BA - FY24-25 Fire HMEP**
- 6. Ordinance No 6018 - 6th St SW and 11th Ave SW Signal to All-Way Stop**
- 7. Ordinance No 6019 - Amending the Land Development Ordinance**

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Zion Lutheran Church to conduct bingo on October 26, 2024 at Zion Lutheran Church (1800 Hiawatha St).**
- 2. Ward County 4-H to conduct a calendar raffle in January 2025 at NDSU Extension - Ward County (900 13th St SE).**
- 3. Doug Dennison Cancer Benefit to conduct a raffle on November 9, 2024 at The Spot (6 2nd St NE).**
- 4. Minot FFA Alumni to conduct a calendar raffle in February 2025 at the Gary Lucy Residence (1917 Skyline Dr).**
- 5. NoDak Heat to conduct a raffle on December 17, 2024 at the Magic City Daycare Center (1420 20th Ave SW).**
- 6. Two Special Event Permits for The Starving Rooster (30 1st St NE).**

6.4. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION

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

September 22, 2024 through October 19, 2024 in the amount of \$2,590,776.31 and the bills and transfers for October in the amount of \$10,260,883.09.

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

RECOMMENDED ACTION

It is recommended City Council approve the extension of the contract and authorize the Mayor to sign.

**6.6. AMENDMENT: MYLA PROPERTY LLC. IRREVOCABLE LETTER OF
CREDIT**

RECOMMENDED ACTION

It is recommended City Council approve the amendment to Myla Property, LLC. Irrevocable Letter of Credit and authorize the Mayor to sign the document extending the term of the Letter of Credit as shown in Attachment A.

**6.7. RESOLUTION AUTHORIZING PARTICIPATION IN NDPERS PUBLIC
SAFETY RETIREMENT PLAN**

RECOMMENDED ACTION

It is recommended City Council approve the resolution authorizing participation in the NDPERS Public Safety Retirement Plan; and further, allow the Mayor to sign the resolution on behalf of the City.

6.8. 2025 WATER & WASTEWATER CHEMICALS - AWARD OF BID (4232)

RECOMMENDED ACTION

It is recommended City Council award the bid to the following suppliers for water and wastewater treatment chemicals as follows:

- Chlorine awarded to Hawkins Water Treatment for \$2,075.00/ton**
- Ammonium sulfate awarded to Hawkins Water Treatment for \$0.44/lb**
- Calcium nitrate solution awarded to Pencco, Inc. for \$4.24/gallon**
- Lime awarded to Graymont for an additional year for \$224.10/ton**
- Carbon Dioxide awarded to AWG for \$239/ton**

**6.9. SWANSON & WARCUP, LTD EMINENT DOMAIN CONTRACT
EXTENSION/AMENDMENT**

RECOMMENDED ACTION

It is recommended City Council approve the two Swanson & Warcup,

LTD contract extensions/amendments and authorize the Mayor to sign.

6.10. CITY OF MINOT BANKING REQUEST FOR PROPOSALS (RFP) AWARD TO BREMER BANK

RECOMMENDED ACTION

- 1. It is recommended City Council designate Bremer Bank as the City's main depository institution and allow for the City's daily accounts to start transitioning over to Bremer in preparation for the January 1, 2025 start date;**
- 2. Approve for the authorized bank signors to proceed with establishing the new accounts, the Mayor, Finance Director, and City Treasurer; and**
- 3. Approve the Finance Director to negotiate a contract with Bremer Bank and for all authorized signors to sign any applicable documents.**

6.11. APPROVE BUDGET AMENDMENT FOR FIRE DEPARTMENT ACCIDENT CLAIM

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment for the Fire Department accident claim on first reading.

6.12. APPROVE BUDGET AMENDMENT FOR FY2023 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading for the FY2023 State and Local Cybersecurity Grant Program (SLCGP).

6.13. CASE# 2024-10-01 BROOKLYN 3RD ADDITION - MINOR PLAT

RECOMMENDED ACTION

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

6.14. CASE# 2024-10-03 GREAT PLAINS ADDITION - FINAL PLAT

RECOMMENDED ACTION

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

6.15. CASE# 2024-10-04 COPACETIC ADDITION - FINAL PLAT

RECOMMENDED ACTION

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

6.16. CASE# 2024-10-05 WEST HILLS ACRES 5TH ADDITION - MINOR PLAT

RECOMMENDED ACTION

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

6.17. COMMUNITY RESILIENCE ANALYSIS

RECOMMENDED ACTION

It is recommended City Council approve the City's participation in and coordination of CRA support and stakeholder engagement.

6.18. NDDDES 2024 STATE HOMELAND SECURITY GRANT

RECOMMENDED ACTION

It is recommended City Council accept the North Dakota Department of Emergency Services (NDDDES) FY 2024 State Homeland Security Grant; authorize the Mayor to sign the award; and approve the budget amendment on first reading.

6.19. 2024 ND STATE ENERGY PROGRAM GRANT

RECOMMENDED ACTION

It is recommended City Council approve the acceptance of the North Dakota State Energy Program Grant for the replacement of Fire Station 1 lighting in the office and living quarters; ratify the Fire Chief's signature on the grant award; and approve the budget amendment on first reading.

6.20. MDU EASEMENT FOR REGULATOR STATION AT SW WATER TOWER SITE

RECOMMENDED ACTION

It is recommended City Council approve the permanent easement with MDU and authorize the Mayor and staff to sign any required documents.

6.21. 2024 CONCRETE PAVEMENT REHAB - FINAL PAYMENT (4807)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$4,480.82 to be paid to Keller Paving & Landscaping, Inc.

7. ACTION ITEMS

7.1. ADDITION OF RESTRICTIVE COVENANTS FOR PROPERTY ACQUISITIONS

RECOMMENDED ACTION

It is recommended City Council approve the restrictive covenants for the listed properties and authorize the Mayor and Finance Director to sign the covenants.

7.2. CITY OF MINOT ANIMAL POUND SERVICES REQUEST FOR PROPOSALS (RFP)

RECOMMENDED ACTION

- 1. It is recommended City Council accept the framework of the RFP response by Souris Valley Animal Shelter (SVAS); and**
- 2. Direct city staff to negotiate operational and financial terms of a 1-year contract with Souris Valley Animal Shelter (SVAS).**

7.3. CONTRACT AMENDMENT - FACADE IMPROVEMENT CASE # FI-11: 23 2ND AVE. SE

RECOMMENDED ACTION

It is recommended City Council approve the application and authorize the Mayor to execute the contract amendment.

7.4. LAGOON AREA LAND LEASE - REQUEST FOR QUOTES

RECOMMENDED ACTION

It is recommended City Council approve the specification package and authorize a call for quotes.

8. PERSONAL APPEARANCES

9. MISCELLANEOUS AND DISCUSSION ITEMS

9.1. SNOW AND ICE CONTROL PLAN PRESENTATION

10. ADJOURNMENT



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: November 4, 2024

City Manager:

With some open availability in the calendar the City Manager has been spending time with various city staff. So far time has been spent in the Public Works Operation department observing mowing locations/procedures, tree limb collection, street sweeping, public works administrative assistant duties, Police department night shift, Municipal Court, airport facilities maintenance, and airport operation duties. It has been helpful to observe the services the City provides from the employee perspectives.

Meetings attended included: SBPC Annual meeting; Employee Fall Potluck; Central Dakota MPO Policy Board meeting; DBPA Downtown Halloween Trick or Treat event; Project Sentinel Communities Communication meeting; Employee Open Enrollment meeting; Minot AFB Fitness Building ribbon cutting; and various other internal staff, project, and communication meetings.

Engineering
City Engineer, Lance Meyer

Department Updates

- In October, the Department issued 39 right of way permits and attended 4 DRT meetings.
- The City Engineer has recently approved encroachment agreements for:
 - Prairie Green Addition Lot 32 and Lot 33 – concrete paving
 - Citizens Alley Addition Lot 3 – asphalt pavement
 - Lakeside 23rd Addition Lot 2 – landscaping within excess row area
 - Hendrecksons First Addition Lot 7 Less East 91' Block 1 – concrete paving
 - Amended Plat of Thompson's 13th Addition Lot 1 and Lot 2– storm sewer connection
- Cityworks software configuration continues. License renewals for 2025 have begun for alcohol and tobacco.
- In October, the Traffic Division completed 83 work orders; 22 street light bulbs replacements and 12 sign knockdowns.

Staffing

- We recently filled our last remaining position. We will be fully staffed when they join us after their May 2025 graduation. We're looking forward to it after three years of being shorthanded.

Training

- Fall is a busy time for our training and continuing education.
 - Jesse Hoffart and Matt King attended the Roadvocate webinar series presented by The Pavement Preservation and Recycling Alliance
 - Emily Huettl and Jesse Hoffart attended the ND Water and Pollution Control Conference in Grand Forks
 - Stephen hosted the two-day ND Traffic Operations Fall Roundtable in Minot

Current Projects

- Staff is working on Phase 2 of the Wayfinding project which will address the five entry monuments.
- The 2024 Signal Improvement for S Broadway and 16th Avenue SW has been completed.
- Storm Sewer District 124 design is complete. Easement and land acquisitions discussions have begun. The district will be brought to council in the coming months.
- The Puppy Dog Storm Sewer project out for bid. Council has authorized eminent domain against one property.
- The 16th Street Reconstruction project is scheduled for a February 2025 bid by the NDDOT.
- The 16th Street Interchange Improvement project is in final design.
- 3rd Street Bridge Repair consultant qualifications have been received and are being reviewed with interview anticipated in the coming weeks.
- 3rd Street and Central Avenue Reconstruction consultant qualifications have been received and are being reviewed with interview anticipated in the coming weeks.

2025 Project Design

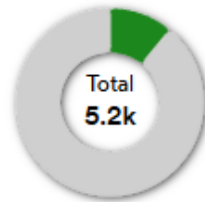
- 2025 Safe Routes to School is currently in design.
- 2025 Signal Improvement for Burdick Expwy E and 27th St SE is in preliminary design.
- Survey and preliminary design have begun for 2025 roadway maintenance projects.

Human Recourses
Director, Lisa Jundt

Self Service Utilization Analysis from ADP Year to Date

Utilization Overview

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



Self Service Changes

● **11%** (568)

Practitioner Changes

● **89%** (4,607)

Estimated Current Savings

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

$$\begin{array}{rclcl} \text{Self Service Changes} & & \text{Average HR Task Cost} & & \text{Estimated Savings} \\ 568 & \times & \$4.51 & = & \$2,561.68 \end{array}$$

Opportunities to Save More

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

Estimated Savings
\$2,561.68

Estimated Opportunity **\$20,777.57**

Top Saving Areas

[Tax Withholdings >](#)

[Direct Deposit >](#)

[Emergency Contacts >](#)

Top Opportunity Areas

[Employment Info >](#)

[Employee Pay Rate >](#)

[Direct Deposit >](#)

NDPERs Retirement System Plan Changes for 2025 – The City's current retirement plan is run through the North Dakota Public Employees Retirement System (NDPERs). This retirement plan will change from a defined benefit plan to a defined contribution plan for all new hires

effective January 1, 2025. Current employees who are still participating in the City's previous retirement plan through Empower are able to enroll in the NDPERs defined benefit plan through November 22nd. The Human Resource Department has started contacting eligible employees to discuss the option to change to NDPERs current plan before the deadline.

City Council also approved participation in the NDPERs Public Safety Retirement Plan. HR staff are currently working with eligible employees in the Police and Fire Departments to complete the necessary paperwork prior to the effective date of January 1, 2025.

Benefit Open Enrollment- Benefit Open Enrollment Meetings will take place on Wednesday, October 30th with Brown and Brown, Blue Cross and Blue Shield and AFLAC representatives present for staff questions. Meetings are scheduled to take place at 10:00 a.m. and 2:00 p.m. in the City Council Chambers. The City's open enrollment period to make benefit changes runs from October 30th through November 22nd.

New PRIDE Employee Evaluation - Human Resource staff provided employee and supervisor training on completing the newly adopted PRIDE Annual Evaluation form. The self-evaluation portion of this process began on October 18th and will continue to supervisors for completion and scheduled meetings with staff. The evaluations are scheduled to be completed by the end of December.

Recruitment/Current Openings- HR Staff continue their efforts to recruit for the following positions: Light Equipment Operator, Dispatcher, Mechanic, Building and Grounds Worker, Commercial Plan Reviewer, Water Plant Operator (Biota Plant), and Police Officer.

Fire Department
Fire Chief, Kelli Kronschnabel

City of Minot



Fire Department Report
October 2024

Fires reported in the month.....

15

- Structure Fires: 8
- Vehicle Fires: 1
- Outside Rubbish: 3

2024 Monthly Fire Counts

Year to date Total: 106

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
5	7	7	11	17	11	12	13	8	15		

YTD Dollar loss attributed to fire.....

\$712,300

Total incidents reported for the month:

457

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
15	0	326	22	15	32	41	4	2

Injuries and Fatalities Caused by Fire	Month	Year to date
Civilian Fire Casualties	0	0
Civilian Fire Injuries	0	0
Fire Service Injuries	1	1

Update from Chief's Kronschnabel's office:

October continued the trend of staying busy with calls. We are projected to end the month with approximately 488 calls for service, an increase of 23 over last October. Year-to-date, we have responded to 4,161 calls compared to 4,018 at the same time last year—an increase of 143.

Our Community Risk Reduction Division marked Fire Prevention Week by visiting all the elementary schools in Minot to educate students on the importance of smoke alarms and overall fire safety. The week concluded with a collaborative event at the Magic City Discovery Center for their Feature Friday. Additionally, the Community Risk Reduction team visited FACS classes to teach kitchen fire safety as part of our month-end activities.

This month, we welcomed two new hires, Brady Nelson and Matthew Schoenborn, who are currently undergoing training. Their graduation ceremony will be held on November 22nd at City Hall, where several firefighters will also be promoted to Senior Firefighters.

We also received a custom built training prop from CPKC. This training prop will allow our crews to simulate the top of a high-pressure rail tank car, enabling our department to train on how to effectively control a leaking valve.

ISO conducted their on-site visit, and we anticipate results within six months to determine if we'll achieve a Level 1 rating. November is shaping up to be a busy month as well.

**Minot International Airport
Director, Jennifer Eckman**

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

- The September statistics show the seasonal dip in travel. This year the numbers drop more significantly, because Allegiant pulled the Orlando-Sanford flights during the month. Allegiant cuts this market nationwide due to weather and low travel to the region during this time of year. The flights resumed in October. Many flights nationwide were impacted at the end of the month due to Hurricane Helene's path in the Southeast from September 24-29, 2024. The parking revenue is the one area where the numbers continue to outperform the expectation. The parking revenue can be attributed to the changes in the 2024 rates and charges.

Staffing and Training

- Staffing –
 - The staff continued working with HR department to fill the vacant Part Time Facility Technician.
- Training and City P.R.I.D.E. –
 - Aspiration Training – The Airport Director, Airport Operations and Maintenance Manager, and the Airport Business and Development Manager each attended aspiration training at City Hall. Each individual had a different aspiration assignment.
 - Drones for Emergency Response Committee – The Airport Director set up an informational meeting to make sure the Police and Fire Department had appropriate waivers from the FAA for flying drones for emergency responses. The Northern Plains UAS Test Site is assisting with the development of documents for the waivers.
 - PRIDE Employee Recognition Committee – Airport Operations team member represents the Airport.
 - City Safety Committee – The Airport Safety and Security Specialist, a Facility Tech and an Operations Tech represent the Airport on this committee.
 - AAAE Accreditation – Airport Operations and Maintenance Manager continues to have weekly meetings with the regional examiner in preparation to do the third step, a final interview, in the accreditation process.
 - AAAE/ACI-NA National Airports Conference – The Airport Operations and Maintenance Manager continues to help plan this annual conference in the Chicago area at the beginning of October.
 - Allegiant Annual Conference – The Airport Business and Development Manager, along with the Director of Visit Minot, attended the annual Allegiant Conference to better understand the ultra-low cost carrier market, the state of the air carrier industry, and to ask Allegiant to consider adding additional destinations.
 - State-wide Mass Fatality Training – The Airport Operations and Maintenance Manager attended this webinar.

Equipment

- Vehicles and Snow Removal Equipment (SRE) –
 - Idaho snowblower – Went to City auction in September.

- Unit 347 (Older Toro) - Went to City shop due to PTO shaft bearing inop.
- Unit 312 (Older sander) - Came back from City shop for seasonal inspection and winter prep.
- Unit 329 (Newer sander) - At City shop for seasonal inspection and winter prep.
- Paint machines (2) - Seasonal maintenance conducted and put into storage for winter season.
- Golf cart – Put into storage for winter season.
- Vericom and CFME (braking condition recorders) - Cleaned, calibrated, and installed for winter season.
- Unit 317 (Bobcat) - Received new tires.
- Airside Equipment –
 - Electrical Vault– The equipment in the vault continues to be an issue. Bids were opened on April 16, 2024 with work to be completed in November.
 - Airside Electrical Generator – The radiator continues to have a slow leak. We are looking to see if it can be sent out for service this year or consider tying it into terminal generator for back-up.
 - Fuel farm – Float system failure was repaired in September.
 - Jet bridges – The jet bridges continue to show wear and tear. HVAC systems are showing their age. The airport team continues to coordinate the repairs with airlines.
 - Jet bridge 3 – Replaced vertical motors. This jet bridge has been experiencing significant operational errors. Airport staff has received quote for technicians to replace ball screw in vertical column.
 - Main windsock – Due to the age of the main windsock, there is significant wear to the point of concern. Airport admin has obtained additional quotes from local contractors with the goal to have it repaired this year.
- Terminal Equipment -
 - Floor Scrubbers – Both Walk-behind and Riding scrubbers required new parts; replaced in September.

Facilities

- Commercial Terminal –
 - Fire Alarm –Bids were opened in July to replace the fire panel. The contractor is waiting on parts to arrive before initiating the work.
 - Overhead Gate at Restaurant - The gate no longer slides on its tracks correctly. The airport team has requested quotes from various vendors and is hoping to replace the gate in 2025.
 - Furniture – Fabric has been received and upholstery of seating has begun in phases through a local provider.
 - Terminal roof – No further issues since repairs were done in August.
 - Terminal doors - The doors continue to have regular maintenance issues arise. The airport team budgeted one set for replacement in 2025.
 - Boiler #3 - Continued issues. Waiting on contractor for repairs.
 - Sealed concrete outside ticketing vestibule.
 - Working with local vendor to improve/replace costly exterior light fixtures.
 - Baggage Handling System - Bag claim 1 stopped functioning. VFD part on order. Has since been repaired.
 - Fabricated rail for ticketing counter baggage belt to deter bag jams.

- Conducted fire drills in conjunction with other City departments in effort to promote public safety training.
- General Aviation Terminal -
 - HVAC System – Working with consultant to formulate plan to rehabilitate the aged system and allow for zone controls.
 - Roof – Leak repaired.
- Airside -
 - Tie downs on the GA apron have begun to heave in some areas. Quotes were received at much higher costs than anticipated. Airport staff will wait until the spring for new bids and hopeful lower costs.
 - Wetland mitigation/drainage improvement project is still underway.

Community Engagement

- Social Media –The airport had two very popular Facebook posts for the month of September. The first was on September 4 when the U.S. Marine Corp Silent Drill Team flew out. This post reached was about 5,800. The second most popular post was on September 30 reaching approximately 4,100. This post was about the airport sending off Wish Kid Jameson for a medical procedure in London.
- Airport Community Meeting – The monthly meeting with the tenants was held the second week of the month.
- Pre-Season Snow and Ice Control Plan Meeting – This annual meeting allows tenants and City staff an opportunity to provide valuable feedback on the Snow and Ice Control Plan for the airport. The final version is reviewed and adopted in October.
- Local Emergency Planning Committee (LEPC) – Airport staff participates in LEPC activities.
- Airport Association of North Dakota (AAND) – Airport Operations and Maintenance Manager is on the board.
- News Interviews:
 - KMOT: Minot International Airport ranks high in Allegiant airline market (September 20, 2024)
 - KMOT: Minot Airport to see a facelift for 2025 (September 24, 2024)
- Service Organizations –
 - Rotary - The Airport Operations and Maintenance Manager participates in Rotary.
- Minot Area Chamber EDC Committees – Airport Director participates in the Infrastructure, Energy, and Military Affairs committees and serves as an honorary commander of the 5th Logistical Readiness Squadron.
- American Association of Airport Executives – Airport staff participates in a variety of subcommittees and working groups within this organization and its Great Lakes Chapter.

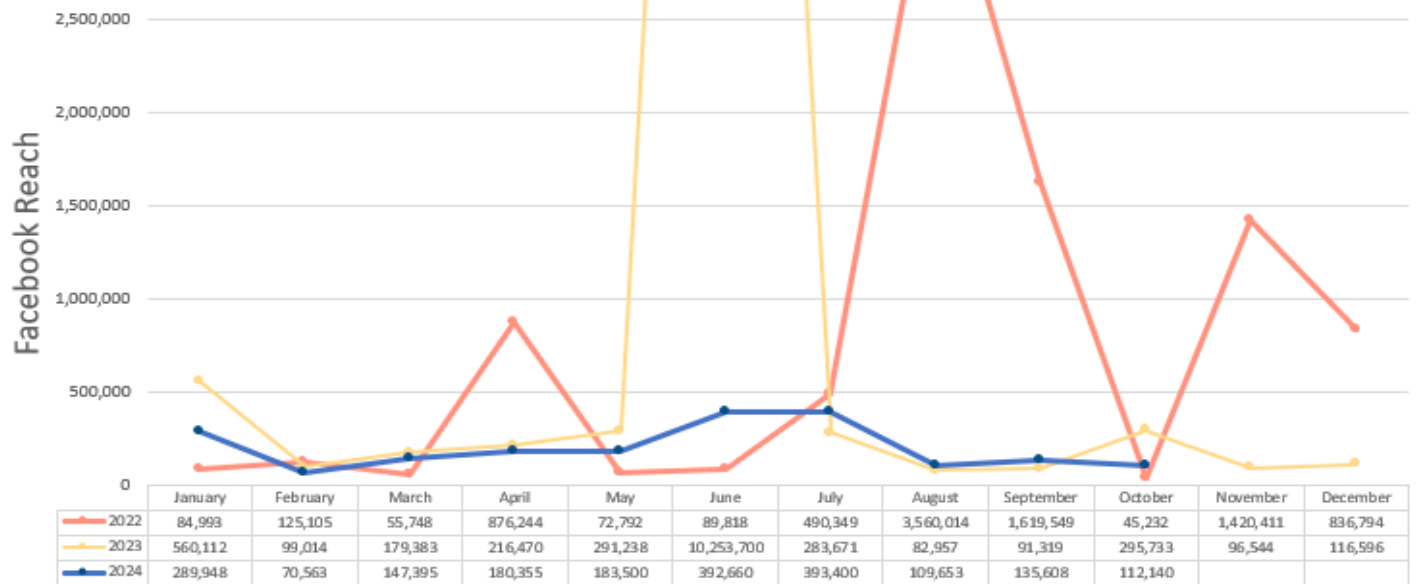
Public Information
Communication and Engagement Manager Jennifer Kleen

Highlights and Takeaways

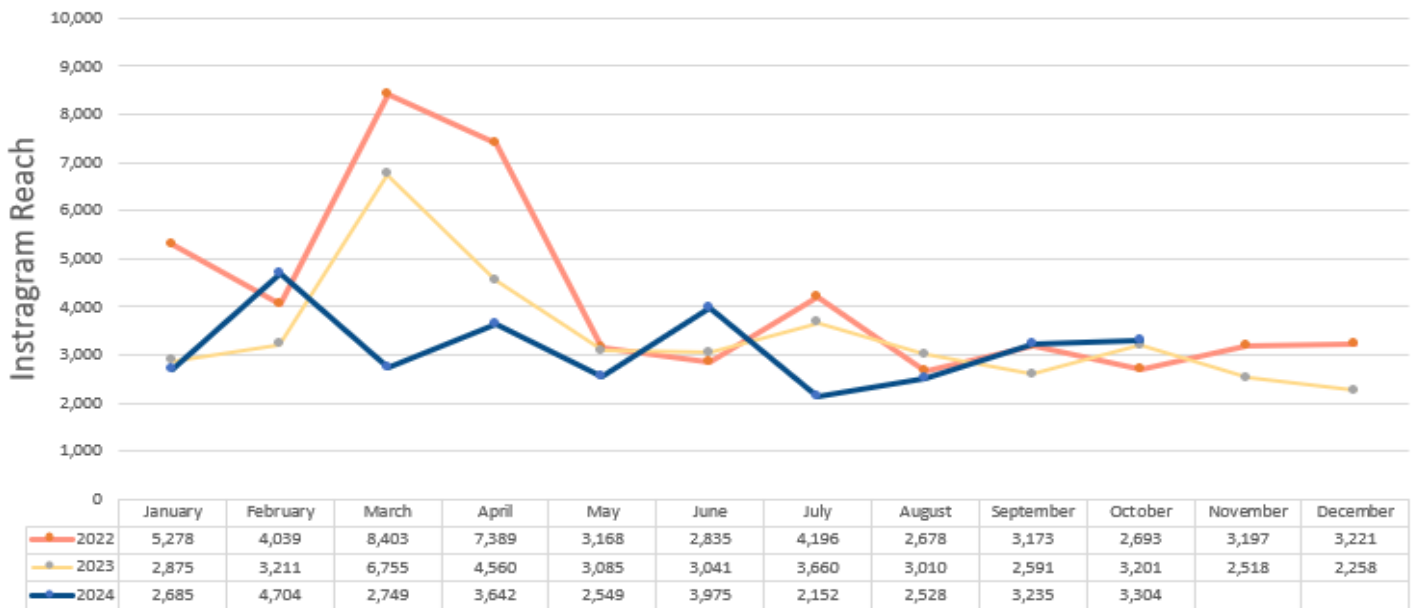
- Communication and Engagement Manager Jennifer Kleen coordinates this office's responses to a wide variety of subjects and issues, including keeping the public informed about upcoming road closures, highlighting employee recognitions, and all other messages. She recently created a time-lapse video of the crews testing the flood wall stop logs that helped document the training for future use. She's also built and scheduled a steady stream of election reminders for the community, and assists the HR department with graphics and social media posts about employment opportunities at the City.
- Our office assisted the Street Dept. and Sanitation Dept. in reminding the public about our efforts to collect thousands of tree piles after an early October wind storm. The cleanup efforts have generated considerable chatter on social media, and our teams have kept us informed so we can keep the community informed.
- It's been a busy month with water main breaks, and we've tried to keep the public as informed as possible to the locations and durations of these service outages. Water/Sewer Supt. John Reynolds keeps us informed when breaks happen, whether they're during the day, early in the morning, or late at night so we can better communicate with our residents. We appreciate John's help.
- Communication Specialist Bryan Obenchain's story about the cost of resurfacing roadways in Minot was published in the City newsletter, on social media, and on the City website. Initial comments were positive and appreciative of explaining the process of choosing which resurfacing method to use in different situations. We appreciate the cooperation and assistance from Jesse Hoffart and Matthew King of the Engineering Department.
- Bryan attends the monthly Public Works superintendents meeting and regular utilities and operations meetings, which provides a wealth of background information about upcoming projects, etc. These meetings are a great way to keep up to date on what's happening in the various Public Works departments.

All three PIO employees monitor public input on the City's social media channels, and answer as many questions and concerns as possible. We appreciate the help from employees in all departments who provide us with facts and information so that we can relay that to the residents who are asking questions or expressing concerns. We try to answer everyone's questions as best we can, while providing factual, up-to-date information.

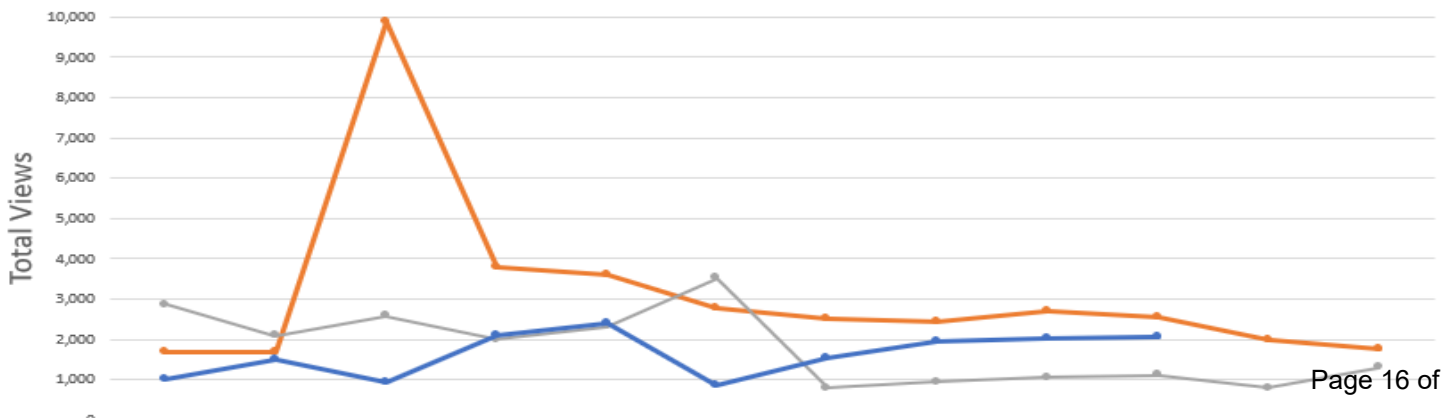
Facebook Reach Month by Month



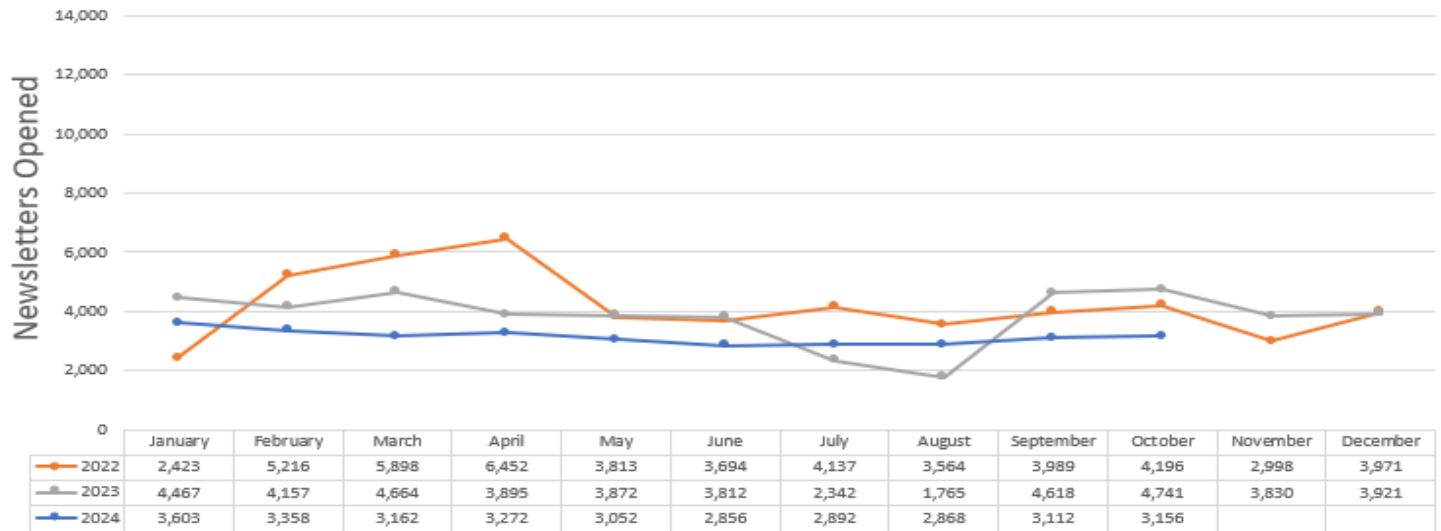
Instagram Reach Month by Month



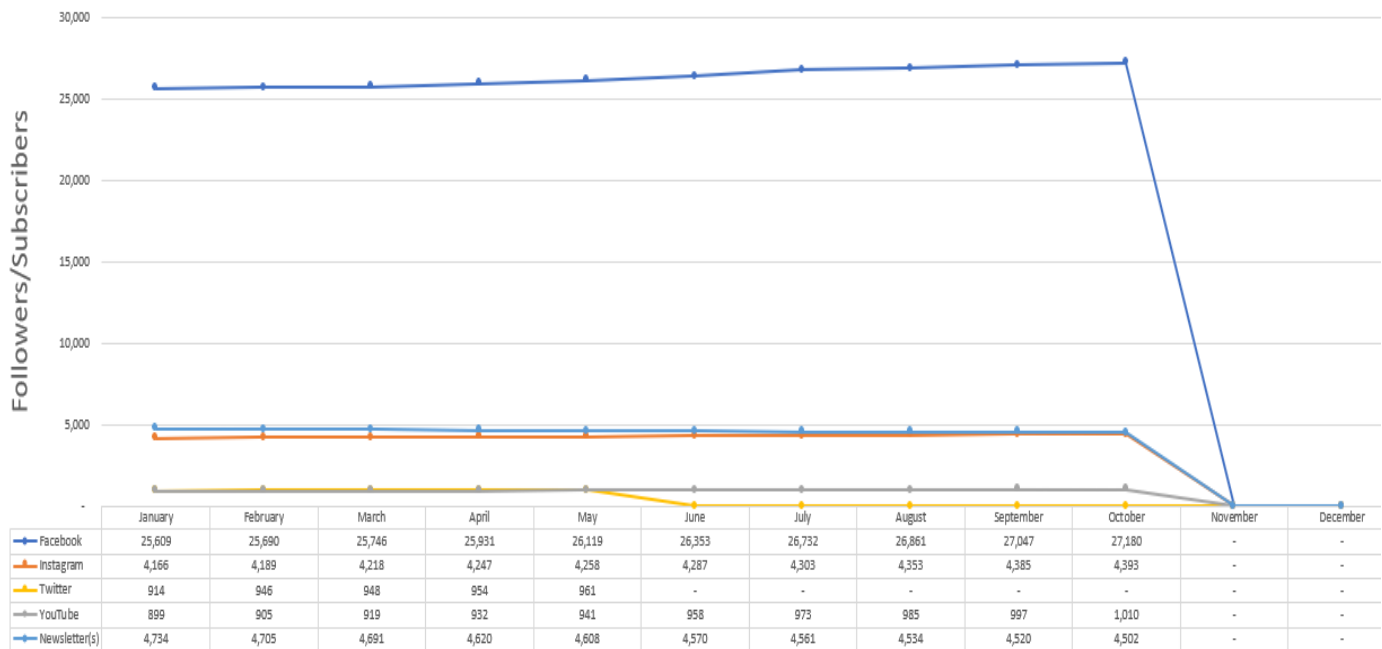
YouTube Views Month by Month



Newsletter Opens Month by Month



2024 Social Media Footprint



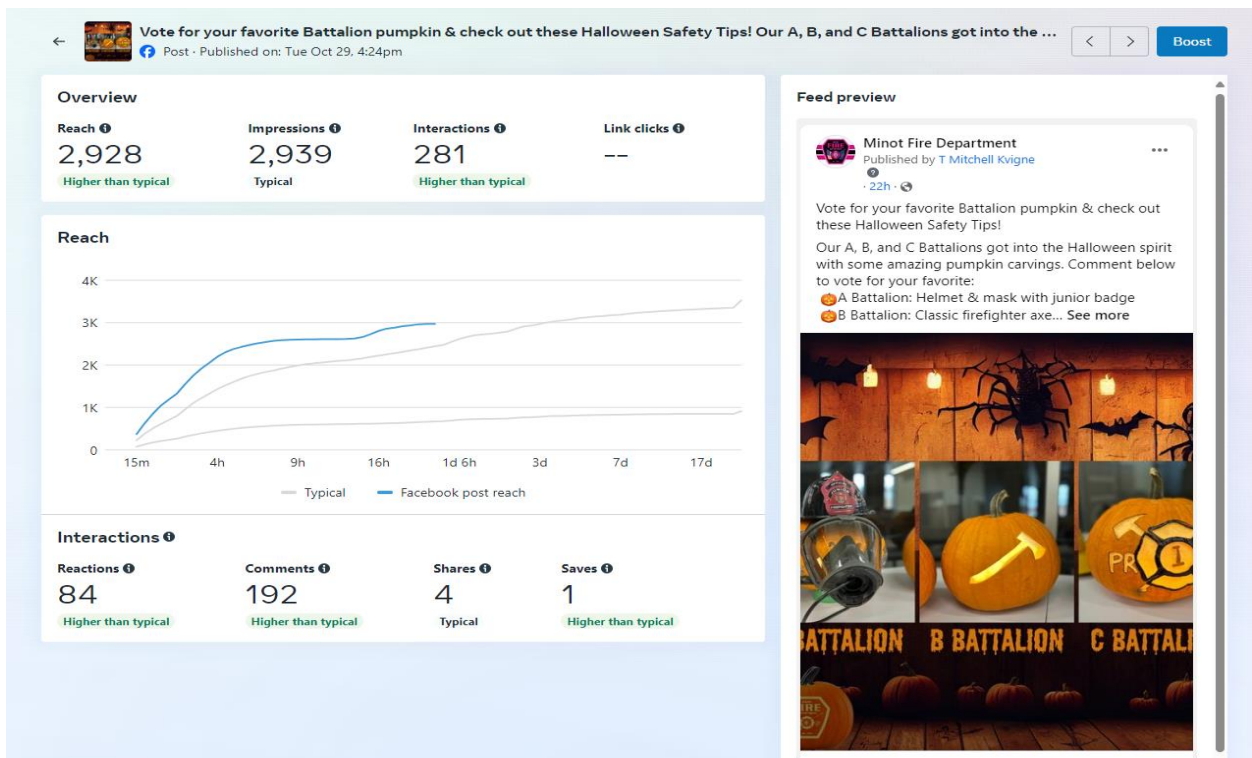
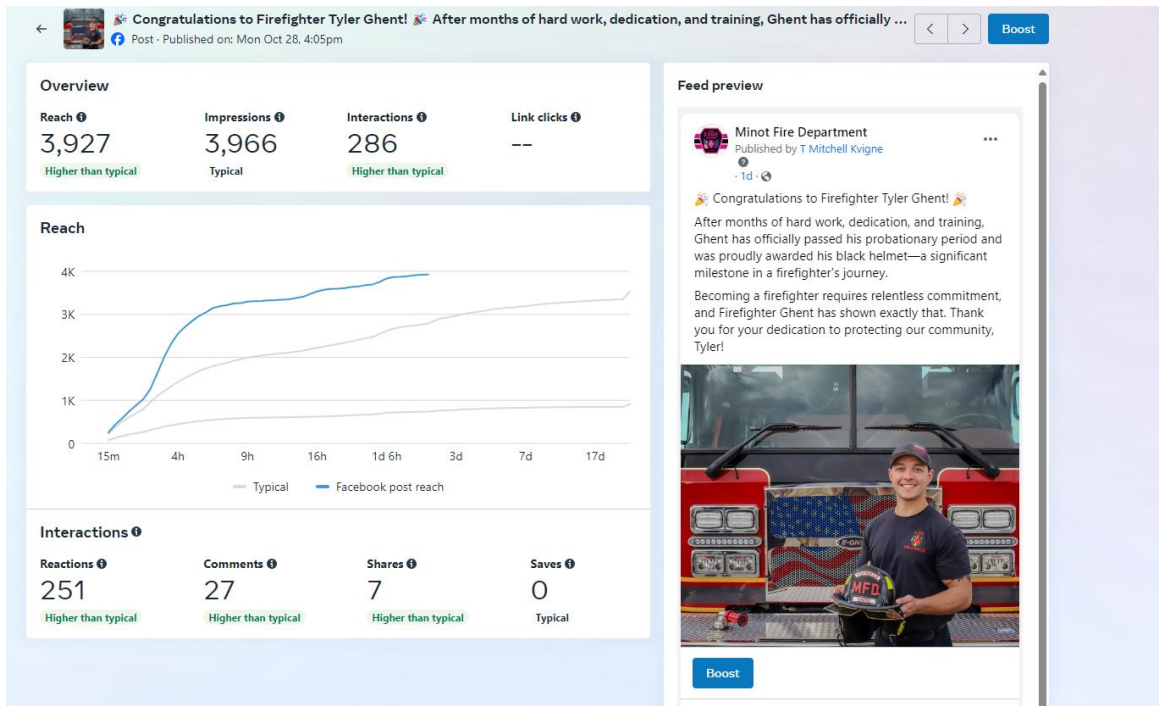
Public Information
Public Safety Information & Outreach Officer – T Kvigne

Fire Department

Current Follower counts

- **Facebook**
 - **4,606**
- **Instagram**
 - **312**
- The following media releases were issued:
 - October 2, for a garage fire.
 - October 3, Wheatland Village Fire.
 - October 11, unoccupied home fire.
 - October 15, early morning 6-plex fire
 - October 18, Western Village Mobile Home fire
 - October 22, Media invite to CPKC Prop Donation at the training grounds
- MDA Fill The Boot results came in. During the 3 Day period, we were able to raise \$33,536 to be donated to MDA and support MDA-funded research, provide specialized care, cover the cost of appointments at MDA Care Center
- Crews attended various community events:
 - Fire prevention week at all the elementary schools
 - Feature Friday at Magic City Discovery Center
 - Bike Patrol was on sight for a High School Cross Country meet at the golf course
 - Touch a Truck event
 - FACS Class Kitchen Safety at middle/high schools
- In October we gained 63 new followers on Facebook and 4 new followers on Instagram. Our total Facebook reach was 67,270 and a reach of 2,311 on Instagram for the October. Our Facebook reach in October was the 6th highest for the year. Here are the top 3 month January (455,034), June (146,000), and April (86,097).

Our top performing (non-media release) posts for Facebook: Tyler Ghent congratulations post (reach of 3,927) Halloween Safety Tip/Pumpkin Carving Post (reach of 2,928) and

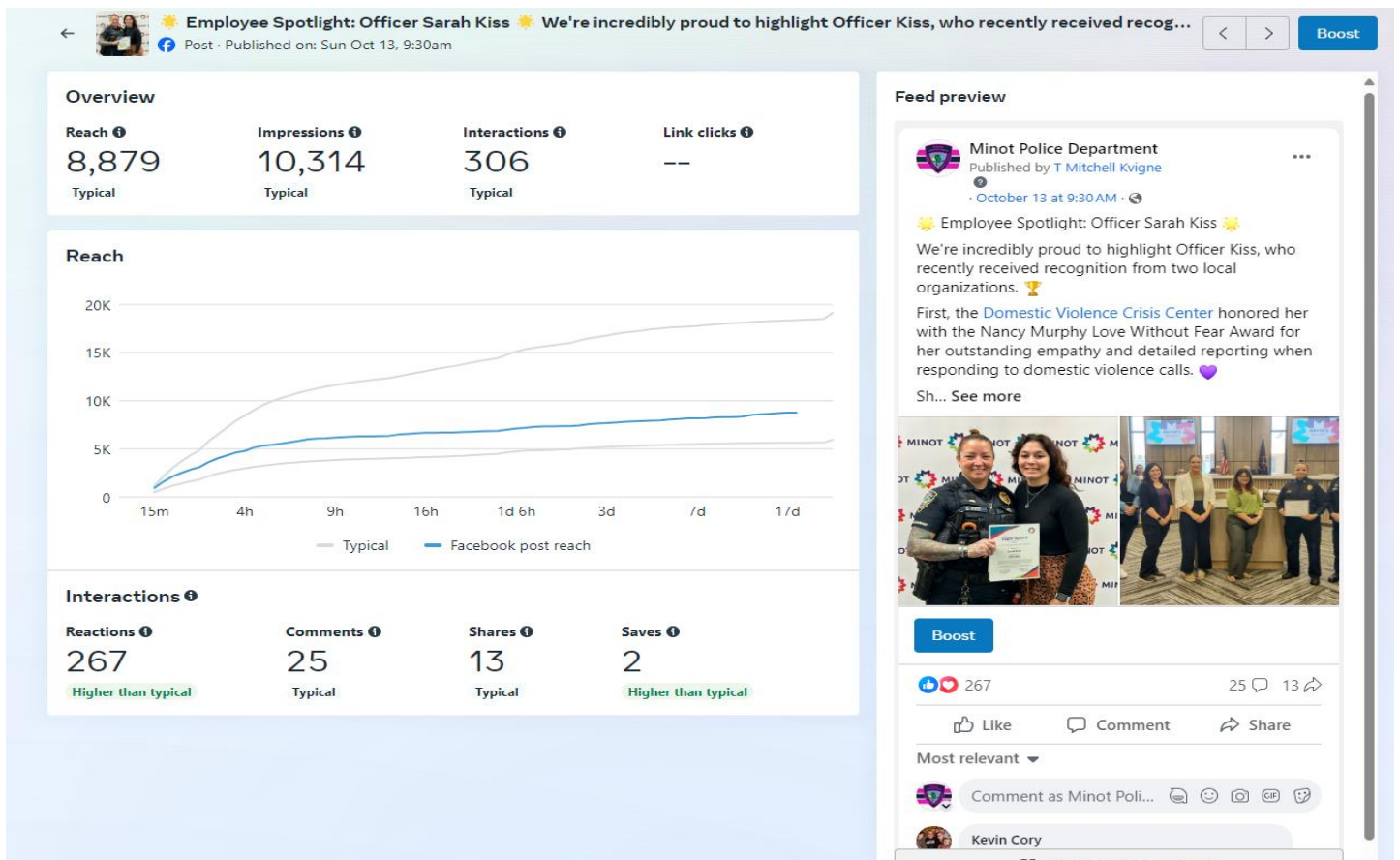


Police Department

Current Follower counts

- **Facebook**
 - **20,734**
- The following media releases were issued:

- October 4, alcohol compliance/distracted driving enforcement results.
 - October 5, Early morning Robbery incident
 - October 18, Stabbing incident arrest
 - October 25, Officer involved shooting incident
 - October 25, Crash involving cyclist and vehicle
 - October 28, Paintball vandalism incident in SE Minot
 - October 28, UPDATE to Officer involved shooting incident
- Three new officers were sworn in this month, we had an honorary officer swearing in event in conjunction with the downtown trick or treat event at City Hall, had an employee spotlight go out on social media highlighting the fantastic work of Officer Kiss. Ending the month by having a Kid Costume Contest through our Facebook.
 - Our Facebook reach for the month of August was 258,100 which is the 5th highest for the year and we gained 310 new followers and had 40,600 visits to our Facebook page.
 - Our top performing posts (not including media releases) for the month were as follows: New Officer Welcome Post (17,308 reach) and Sarah Kiss Spotlight Post (8,879 reach).





Date: October 30, 2024
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (November 2024)

Pursuant to Minot City Code of Ordinances, Section 2-30(a)(3), the following items are submitted as a summary of some of the matters addressed by the City Attorney's Office in the month prior to the November 4, 2024 City Council meeting:

I. Civil Matters

A. Floodplain Eminent Domain Cases:

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

<u>Counsel:</u>	John Warcup
<u>Opposing Counsel:</u>	Bruce Schoenwald
<u>Current Status:</u>	Closed at District Court Settlement Agreement signed Closing Scheduled for 9/30/24

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

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

After the \$200,000 advance of the purchase price was delivered to Sellers, the Sellers approached the City regarding an extension of the Closing Date to the end of September. The Council approved an addendum to the purchase agreement allowing this extension at its August 5, 2024 regular meeting. The Dokkens executed the settlement statement and other closing documents on September 30, 2024 and delivered them to the City.

November: The Dokkens completed their move, and the check was released to them. This concludes this matter.

2. City of Minot v. Parkview MHP, LLC

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Abigale R. Griffin and Howard Roston

Current Status: Pending in Ward County District Court.

Property owned by Parkview MHP, LLC is considered a necessary acquisition to complete the Mouse River Enhanced Flood Protection Project. City staff and its contract counsel have been negotiating to purchase the property, and made a final counteroffer to Parkview based upon its most recent real estate appraisals. Parkview declined that offer and the City Council approved an eminent domain resolution at its August 5, 2024 regular meeting.

November: The City filed its Summons and Complaint against Parkview MHP, LLC in Ward County District Court on September 9, 2024. An Answer was received on September 12, 2024. The discovery phase has commenced and will remain ongoing.

B. Other Civil Matters:

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

Counsel: Howard Swanson
Appointed by Airport Premises Insurance

Opposing Counsel: Steve Lutt

Current Status: Unfiled in District Court
City served Summons and Complaint on February 3, 2022

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

November: Discovery and negotiations are ongoing.

2. Todd Mickelson v. City of Minot

Counsel: Brian Schmidt
Appointed by NDIRF

Opposing Counsel: Leo Wilking

Current Status: Pending in District Court, Discovery is ongoing.
Motion Hearing/Pretrial Conference set for 3pm on January 13, 2025.
Jury Trial Scheduled for 3/31/2025 – 4/4/2025.

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

November: Discovery has concluded, and a Motions and Pretrial Conference hearing that was initially scheduled for February 7, 2025, was moved up to 3:00pm on January 13, 2025. A 5-day jury trial was scheduled to begin March 3, 2025 was rescheduled to begin March 31, 2025.

The deadline for either party to file motions is 4 weeks prior to trial, and the deadline to exchange witness/exhibit lists and hold hearings on motions is not less than 1 week prior to trial. The parties must advise the judge at least fourteen days prior to trial whether the case will be proceeding to trial.

On October 17, the City's counsel filed a motion for summary judgment, arguing that the City is entitled to judgment as a matter of law. The motion was supported by a brief, declarations, exhibits, and the materials thus far filed with the Court. The City did not request a hearing on the motion. The documents were served on Plaintiff's counsel on October 17, who now has thirty days from date of service to serve and file an answer and supporting documents.

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

Counsel: Bryan Van Grinsven
Appointed by NDIRF

Opposing Counsel: Nici Meyer and Ryan Quarne

Current Status: ND Supreme Court Oral Arguments held
September 24, 2024. Waiting for Opinion.

On October 17, 2023, RMM Properties, LLLP (RMM) filed a Notice of Appeal with the North Central Judicial District alleging the City of Minot applied the incorrect legal standard when approving an application for vacation of a plat, and approval of a new preliminary plat, and in doing so the action constitutes a taking of real property without compensation. NDIRF appointed attorney Bryan Van Grinsven to represent the City in response to the appeal. The City and RMM submitted briefs on the matter to the District Court, and on February 28, 2024 the District Court entered an order affirming the City Council's decision. Notice of Entry of the Order was served on Defendants and filed with District Court on March 1, 2024.

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

November: Oral argument before the ND Supreme Court was held at 9am on September 24, 2024. Currently waiting for an opinion to be issued.

4. Nathan Properties, LLC Appeal

Counsel: John Warcup
Appointed by NDIRF

Opposing Counsel: Jessica Lee Klein

Current Status: District Court affirmed City staff determination

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

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

November: On October 29, the District Court entered an order affirming the City's determination that Nathan Properties is no eligible for relocation benefits. The Court's Order is attached to this report.

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

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Ryan Simatic

Current Status: Civil Action commenced, waiting for Answer to be filed.

In 2023, the City of Minot reached out to Liberty Sierra to negotiate a temporary and permanent easement to complete Storm Sewer District 121. On January 16, 2024, Liberty Sierra Vista, LLC sent a letter to the City's contractor in connection with Storm Sewer District 121's impact on the Hotel Revel and its operations. Liberty Sierra claims that while they are not opposed to improving drainage and flood protection in the area, the storm sewer project will allegedly have significant economic impacts on the hotel and is demanding compensation well in excess of what City staff and its contractor believes is reasonable or appropriate for a temporary drainage easement. In February, the City Council approved retaining John Warcup, of Swanson & Warcup, Ltd, to assist with negotiations for this storm sewer project and any necessary eminent domain proceedings. On July 1, the City Council approved an agreement that would allow progress on the storm sewer project to continue while the Parties continue to negotiate and determine a final amount of just compensation to acquire temporary and permanent easements.

In sum, the terms of the agreement have the City Council remitting \$35,362.95 as payment and consideration to Liberty Sierra Vista, LLC in exchange for the necessary easements on the property – but reserves the issue of determining a final amount of just compensation

for further negotiation. This will allow construction on the project to continue and avoid construction delays. The agreement contemplates that eminent domain proceedings will be commenced if the parties do not believe negotiations are progressing.

The City Engineer, Attorney, and outside counsel agreed that negotiations with the property owner were not progressing, and the City Council passed a resolution authorizing use of eminent domain on August 5, 2024. The City's contract counsel filed a summons and complaint on Liberty Sierra Vista, LLC. Liberty Sierra Vista, LLC filed a motion for pro hoc vice to allow out of state counsel to make an appearance on their behalf on September 20, 2024 – but on September 30, 2024 their counsel filed a motion to withdraw their request for admission. On October 3, contract counsel began negotiations with Liberty Sierra Vista, LLC's new counsel, Ryan Simatic.

November: The City's Attorney attorney approached Liberty Sierra Vista's attorney regarding signing the agreement the Council approved in July, 2024 and Liberty Sierra Vista declined. The City's counsel will press forward with the eminent domain case in District Court.

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

<u>Counsel:</u>	John Warcup
<u>Opposing Counsel:</u>	Richard P. Olson
<u>Current Status:</u>	Unfiled at District Court City served Summons and Complaint on August 5, 2024

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

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

November: Contract Counsel has drafted and served a proposed Answer to the Complaint, but to date the matter has not been filed with the Court.

C. City Business:

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

- a. PD Internal Investigation:** Attorney Stalheim was interviewed for the PD internal investigation.
- b. Electronic Records Digitization:** The City Attorney's Office continues to work with HR and the Minot Police Department to start transferring its records to a digital format.
- c. Mouse River Subdivision Plat Meetings:** The City Attorney and City Engineer met with our Souris River Joint Board counsel and state representatives to discuss proper platting procedures for lands surrounding the Mouse River.

- d. **Park District Sales Tax Project:** Attorney Stalheim has been attending meetings and reviewing correspondence with the Finance Director, City Manager, and Park officials regarding a potential sales tax project.
- e. **Noise and Light Ordinance Reviews:** Attorney Schmitz and Attorney Dickerson are working with MPD and planning staff to modify the City's noise and light ordinances.
- f. **2024 Goals and 2025 Budget:** City Attorney's Office staff are reviewing progress towards 2024 office goals and continue to review and refine our 2025 budget request.
- g. **Superfund Site Meetings/Document Review:** Attorney Stalheim attended a meetings with the Utilities Director, State Department of Environmental Quality, Environmental Protection Agency and Park District regarding the old Minot landfill superfund site to discuss amending the operations and maintenance plan to allow the park district to use the site.
- h. **Edgewood Real Estate Investment Trust Development Agreement:** Attorneys Johnson and Lindgren submitted a draft preliminary agreement, and staff has forwarded the same to Edgewood to review and consider. The City Attorney's Office defers questions regarding status of this project to the Community and Economic Development Director.
- i. **Attorney General Open Meetings Response:** The City Attorney responded to a complaint filed with the North Dakota Attorney General's Office alleging executive sessions held regarding the Nok Back Tavern purchase. We anticipate it will take approximately 1-2 months to receive a response.
- j. **Snow Removal Procedures:** Attorneys Schmitz and Dickerson have been attending meetings with Public Works staff to discuss snow removal policies and procedures for next year.
- k. **Building and Planning Code Nonconforming Properties:** Attorneys Stalheim and Dickerson are providing counsel to staff regarding several properties that are not in compliance with building and zoning codes. In regard to the demolition bid for the Kolobakken properties on the last Council agenda, First District Health Unit rescinded its order that the bid was premised upon. Those properties will not be demolished pursuant to that order, so the bid will be held, and City and First District Health Unit staff will continue to monitor the clean-up.
- l. **Special City Attorney Appointment:** Attorney Stalheim discussed the home rehabilitation program and short-term rental rehabilitation programs with Attorney Warcup and the City's federal grant compliance staff.
- m. **Conditional Use Permit Appeal:** Attorney Dickerson worked with planning staff to confirm all proper notices were made to allow the appeal hearing to move forward at the November 4 meeting.
- n. **Customs and Border Patrol Lease:** Attorney Dickerson has been reviewing an airport lease with customs and border patrol.
- o. **Federal Aviation Administration Lease:** Attorney Dickerson has been reviewing an airport lease with the FAA.
- p. **Carnegie Center Lease Agreement:** Attorney Dickerson reviewed an amendment to the City's lease with the Minot Area Council of the Arts.
- q. **School Resource Officer MOU with Minot Public Schools:** Attorney Schmitz reviewed a memorandum of agreement between the police department and Minot Public Schools.
- r. **MPD and ATF MOU:** Attorney Schmitz reviewed a memorandum of agreement between the police department and bureau of Alcohol, Tobacco, and Firearms for task force activities.
- s. **Façade Improvement Program:** Attorney Dickerson reviewed two façade improvement program agreements.
- t. **Land Lease Renewal and Bid:** Attorney Stalheim and Attorney Dickerson spent time talking through the land lease renewal that was on last month's agenda with City staff.

- u. **Property Maintenance Code Discussion:** Attorney Dickerson worked with Assistant City Manager Stewart to prepare and deliver a Council presentation regarding the Property Maintenance Code.

2. **Ordinance/Policy Revisions:**

- a. **Alcohol Ordinance Ad Hoc Committee:** The City Attorney and City Clerk are continuing to review and prepare proposed ordinance amendments for the committee's consideration. City Attorney attended the last Alcohol Ordinance Ad Hoc Committee Meeting.
 - b. **Street Parking:** Attorney Schmitz drafted an ordinance for the Council's consideration regarding street parking.
3. **2025 Budget Ordinance on Second Reading and Applicable Resolutions Establishing Rates, Fees, and Charges:** Attorney Dickerson assisted with reviewing the rate, fees, and charges resolutions.
4. **Special City Council Meetings:** Attorney Schmitz attended the special city council meeting on October 2.
5. **City Manager Committees:** Attorney Dickerson has been serving on the Employee Recognition Committee.
6. **Internships:** The City Attorney's Office has been hosting two interns this semester, who are learning more about the City Attorney's Office and the work we do.
7. **Assistant City Attorney Portfolios:** The City Attorney's Office created portfolios for each of the attorneys in an effort to streamline inquiries from City Departments and Officials. After conducting a strengths findings assessment and consulting with Department Heads and City Administration, our office restructured our portfolio assignments to maximize our strengths as follows:
- a. **Stefanie Stalheim:** City Council, City Manager, Human Resources, Finance/NDR-CDBG, Assessors, Library
 - b. **Nick Schmitz:** Municipal Court, Fire Department, and Police Department – the "Public Safety" Portfolio
 - c. **Corbin Dickerson:** Airport, Engineering, Public Works, Community and Economic Development, Planning Commission – the "Community Development Portfolio"

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

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

II. Criminal Matters

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

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

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

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

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

2024	Criminal	Traffic	Total
January	141	260	401
February	114	348	462
March	114	345	459
April	109	331	440
May	126	275	401
June	246	285	531
July	111	281	392
August	119	285	404
September	104	174	278
totals	1184	2584	3768

***October totals not available at time of memo.**

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

Respectfully Submitted,



Recoverable Signature

X

Stefanie Stalheim

Stefanie Stalheim

City Attorney

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

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF WARD

NORTH CENTRAL JUDICIAL DISTRICT

Nathan Properties, LLC,

Appellant,

vs.

The City of Minot,

Appellee.

Case No. 51-2024-CV-00203

**ORDER AFFIRMING CITY OF
MINOT'S DECISION**

[¶1] This matter comes before the Court on an appeal under N.D.C.C. § 28-34-01. Appellant Nathan Properties, LLC, appeals from the City of Minot's decision finding that Nathan Properties is not eligible for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"). Nathan Properties filed its Notice of Appeal on January 16, 2024. (R1). The City filed a Record on Appeal on July 3, 2024. (R11). Nathan Properties filed its brief on August 30, 2024. (R17). The City filed its answer brief on September 30, 2024. (R19). Nathan Properties filed its reply brief on October 14, 2024. (R22).

[¶2] Having considered the record and the pleadings therein, and based on the following, the City of Minot's decision is hereby **AFFIRMED**.

BACKGROUND

[¶3] Nathan Properties owned real estate at 400-4th Avenue NE in Minot. As a part of the City's flood control project, the City acquired the real estate owned by Nathan Properties. The completion of the acquisition was on December 20, 2021. During its ownership of the property Nathan Properties leased a portion of the property to Christianson Heating and Air Conditioning,

L.L.C., and the remainder of the property to Minot Welding, Inc. Neil Nathan is the sole owner of both Nathan Properties and Minot Welding.

[¶4] The URA is in place to assist persons, businesses, and non-profits displaced by projects funded with federal money. A displaced business generally may be eligible for reimbursement of moving and related expenses as provided by 49 C.F.R. § 24.301, reimbursement for costs of connection to utilities, suitability studies for a replacement location, and impact fees as provided by 49 C.F.R. § 24.303, and reestablishment expenses as provided by 49 C.F.R. § 24.304. A displaced business may be eligible to choose a fixed payment in lieu of the payments for both actual moving and related expenses, as well as actual reasonable reestablishment expenses provided by §§ 24.301, 24.303, and 24.304.

[¶5] In February of 2023, Nathan Properties, through their attorney, consulted with Laura Wheeler, an employee of CDM Smith, whose role is a consultant for the City of Minot in assisting with URA matters. (R11:150-151). Nathan Properties' attorney asked Ms. Wheeler if Nathan Properties and Minot Welding would be eligible to apply for search expenses. Ms. Wheeler informed counsel for Nathan Properties that only Minot Welding would be able to apply for reimbursement of search expenses under the URA.

[¶6] However, both Nathan Properties and Minot Welding applied for reimbursement under the URA. Minot Welding applied for, and received payment of all benefits available under the URA, including reestablishment expenses, moving expenses, and expenses related to search for a replacement location. Nathan Properties also submitted a claim for reimbursement of expenses relating to searching for a replacement location as provided for by 49 C.F.R. § 24.301(g)(18) (formerly 49 C.F.R. § 24.301(g)(17)). Affidavits from Neil Nathan in support of the claim for

search expenses were provided to the City on behalf of both Nathan Properties and Minot Welding.

[¶7] Subsequently, Chris Plank, NDR Grant Manager for the City of Minot, issued a letter on October 6, 2023, which denied the claim of Nathan Properties for reimbursement of search expenses. (R11:137-138). According to the letter, after taking into the factors in 49 C.F.R. § 24.305(b), it was determined that Nathan Properties and Minot Welding were not separate eligible entities. Nathan Properties appealed the decision to the City of Minot. The City of Minot ultimately denied the appeal. Nathan Properties then appealed to this Court.

DISCUSSION

[¶8] Nathan Properties appeals to this Court under N.D.C.C. § 28-34-01. In an appeal from a decision from a local governing body under N.D.C.C. § 28-34-01, this Court's review is very limited. *Senske Rentals, LLC v. City of Grand Forks*, 2023 ND 55, ¶ 10, 988 N.W.2d 598, 602. "Our function is to independently determine the propriety of the decision, without according any special deference to the district court's decision, and unless the local governing body acted arbitrarily, capriciously, or unreasonably, or there is not substantial evidence to support the decision, it must be affirmed." *Tibert v. City of Minto*, 2006 ND 189, ¶ 8, 720 N.W.2d 921, 924. "A decision is not arbitrary, capricious, or unreasonable if the exercise of discretion is the product of a rational mental process by which the facts and the law relied upon are considered together for the purpose of achieving a reasoned and reasonable interpretation." *Id.* "Thus, a reviewing court may not reverse a local governing body's action simply because it finds some of the material considered more convincing. Only when there is such an absence of evidence or reason as to amount to arbitrary, capricious or unreasonable action, can a reviewing court reverse. Both the district court and this court are limited to this scope of review." *Ulvedal v. Bd.*

of Cnty. Comm'rs of Grand Forks Cnty., 434 N.W.2d 707, 709 (N.D. 1989) (citing *Shaw v. Burleigh County*, 286 N.W.2d 792 (N.D.1979)).

[¶9] A reviewing court is not authorized to undertake a de novo review of a local governing body's decision. *Id.* It is the exclusive province of the local governing body to assess credibility and give testimony and evidence such weight as it determines appropriate. *American Crystal Sugar Co. v. Traill County Board of Commissioners*, 2006 ND 118, 714 N.W.2d 851.

[¶10] Nathan Properties essentially argues that the City of Minot acted arbitrarily, capriciously, and unreasonably in denying the request for relocation funds. The basis for the decision to deny such funds was that the City determined that Minot Welding and Nathan Properties are a single business under 49 C.F.R. § 24.305. Nathan Properties argues that the City did not properly apply all of the facts to 49 C.F.R. § 24.305.

[¶11] The factors used to determine whether two or more businesses constitute a single business are provided for in 49 C.F.R. § 24.305(b), which provides:

(b) Determining the number of businesses. In determining whether two or more displaced legal entities constitute a single business, which is entitled to only one fixed payment, all pertinent factors shall be considered, including the extent to which:

- (1) The same premises and equipment are shared;
- (2) Substantially identical or interrelated business functions are carried out and business and financial affairs are commingled;
- (3) The entities are held out to the public, and to those customarily dealing with them, as one business; and
- (4) The same person or closely related persons own, control, or manage the affairs of the entities.

49 C.F.R. § 24.305(b).

[¶12] On appeal, the City further detailed its analysis of the facts and the factors as outlined in 49 C.F.R. § 24.305(b). The City first reviewed the physical address of Nathan Properties and Minot Welding. The City noted that the address was, and currently is, the same address as Minot Welding. The City also stated that Mr. Nathan denied interior access to the inside of the building during the appraisal process. Thus, the City relied on post-move pictures which show only one office space on the interior of the building. This led the city to believe that both businesses shared the same premises, equipment, and/or office space in the building.

[¶13] Next the City relied on photographs that were taken during the appraisal process of the outside of the building where Nathan Properties and Minot Welding were located. The exterior of the building had signage that indicated Minot Welding occupied the building, but there were no signs or other indications that Nathan Properties was an occupant of the building. The City also relied on the lease agreement for Nathan Properties from 2018, which indicates that Nathan Properties leased the building to Minot Welding and Christianson Heating and Air Conditioning.

[¶14] The City also relied on profit/loss statements prepared by Mr. Nathan. Information regarding the collection of rent is inconsistent when compared to the lease agreement. The instance described by the City was that Minot Welding was paying inconsistent rental amounts to Nathan Properties with no apparent 5% penalty for late payments. Additionally, the City relied on a review of the Minot Welding file. In reviewing the file, the City found that the relocation benefits paid to Minot Welding contemplated moving everything in the building, which indicated to the City that the two companies were not separate.

[¶15] After applying the above facts to the factors enumerated in 49 C.F.R. § 24.305(b), the City ultimately came to determine that Nathan Properties was not eligible to receive relocation benefits.

[¶16] Nathan Properties argues that the decision reached by the City only took into account the fourth factor of 49 C.F.R. § 24.305(b). However, the facts relied on by the City in reaching its determination may be applied to a majority of the factors. It appears that the City's reliance on the physical address of the business as being the same, as well as only one office space in the building is applicable to both factors one and four. The City's reliance on the Minot Welding having signage on the exterior of the building whereas Nathan Properties did not is applicable to factor three. The City's reliance on the lease agreements, rental payment disparities, and relocation benefits apply to factors one, two, and four.

[¶17] It is not within the authority of the Court to give weight and credibility to evidence relied on by the City. The City applied the facts as they were provided to the relevant factors in reaching their determination. The City did not act arbitrarily, capriciously, or unreasonably when reaching its decision. Furthermore, the City's decision was not made based on a lack of evidence. Thus, this Court must uphold the ruling of the City. Therefore, the City's determination that Nathan Properties is not eligible for relocation benefits under URA is **AFFIRMED**.

Dated this 29th day of October, 2024.

BY THE COURT:


Stacy J. Louser
District Judge



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 4, 2024

**SUBJECT: PUBLIC HEARING: CASE # 2024-07-03 - LIVINGSTON'S 7TH
ADDITION - CONDITIONAL USE PERMIT APPEAL**

I. RECOMMENDED ACTION

The City Council can either:

- 1. Approve the applicants request for an amendment to the CUP; or**
- 2. Deny the request.**

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

Case 2024-07-03 Livingston's 7th Addition - Conditional Use Permit (CUP) was heard by the Planning Commission at their regular meeting on September 4th. The CUP was approved with all conditions as recommended by staff. The applicant has submitted a Letter of Intent for an appeal of condition 6: "There shall be no access points on 13th St SE. Existing access point will be removed by the developer per city ordinance". Section 4.1-6. E.g. of the Land Development Ordinance states that all access points are subject to approval by the Engineering Department. A full history and analysis of the application can be found in the staff's written report attached in Exhibit 1.

B. Proposed Project

The applicant is requesting a modification to entitlements for a truck stop through a CUP appeal.

C. Recommendation Detail

Conditional use permit application was reviewed by staff and comments and

recommendations were provided to the Planning Commission. The Planning Commission approved the CUP with all staff recommended conditions.

IV. IMPACT

A. Aspirations

Safe and Welcoming - Staff is supportive of the proposed land use. The City Engineer and NDDOT has expressed safety concerns with the placement of a driveway on 13th Street SE.

B. Service/Delivery Impact:

This appeal is to discuss a site plan and how it will alter an intersection.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A



City Council
Staff Report

Application Date: 07/29/2024
Date of Staff Report: 09/24/2024
Date of City Council Meeting: 10/07/2024

Staff Contact: Doug Diedrichsen, Principal Planner
Staff Recommendation: Approval

Case Number: 2024-07-03
Project Name: Livingston's 7th Addition Truck Stop - CUP

Current Legal Description: See Project Description

Proposed Legal Description: No Change
Present Address: Unaddressed (See Project Description)

Owners: Meadowlark Holdings, LLC

Representative: John Coughlin on behalf of Meadowlark Holdings, LLC.

Entitlements Requested: Conditional Use Permit – Truck Stop

Present Zone(s): "C2" General Commercial District

Present Use(s): Vacant

Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Urban Residential

Proposed Zone(s): No Change

Proposed Use(s): Gas Station/Truck Stop

Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Proposed Future Land Use Map Designation: City staff initiated change to General Commercial through an October Planning Commission application

PROJECT DESCRIPTION:

Public hearing request by John Coughlin on behalf of Meadowlark Holdings, LLC., owner, for a conditional use permit to construct and operate a truck stop in a "C2" General Commercial District. The legal description for the property is Block 2, Livingston's 7th Addition.

The property is unaddressed and is located northwest of the intersection of 13th St. SE and 21st Ave. SE. An aerial, including the notification boundary, is provided in **Exhibit 1**.

BACKGROUND INFORMATION:

The subject property was platted in 2012 as part of a commercial development south of Highway 2/52. The lots have been slowly developed and nearby businesses include Sanford Health Clinic, Trinity Health Clinic, Tractor Supply Company, among a few others. The site is located immediately off of the 13th St. SE intersection of Hwy 2/52, which is signalized. The intersection of 13th St. SE and 21st Ave SE is a two-way stop, with 13th St. SE being unconstrained.

The applicants have provided a letter of intent and site plan which may be found in **Exhibit 2**.

The subject property is zoned “C2” General Commercial District, being surrounded by the same zoning on all sides. A map of the area zoning and future land use may be found in **Exhibit 3**.

Select site photos are available in **Exhibit 4**.

March 14th, 2023 staff report can be found in **Exhibit 5**.

North Dakota Department of Transportation, Programming Division, Traffic Operations Section, August 2024: 2021-2023 Urban High Crash Locations report can be found in **Exhibit 6**.

Applicant Submitted Traffic Impact Study can be found in **Exhibit 7**.

Applicant submitted Traffic Letter can be found in **Exhibit 8**.

Minutes from the May 29th, 2024 Development Review Team Meeting can be found in **Exhibit 9**.

Applicant's Letter of Intent for appeal to City Council can be found in **Exhibit 10**.

The packet of Information provided to the Planning Commission by the applicant can be found in **Exhibit 11**.

City of Minot Engineering Department assessment of the Traffic Impact Study can be found in **Exhibit 12**.

STAFF ANALYSIS:

Conditional Use Permit Amendment Analysis:

Section 9.1-4 of the Minot Land Development Ordinance (Zoning Ordinance) recognizes that certain land uses, when under special conditions and review can be compatible with uses that are permitted by right in a zoning district. The review of the conditional use permit (CUP) application and any special conditions imposed by either the Zoning Ordinance or city staff should occur via a thorough public process as prescribed by Section 9.2-1 including a public hearing, direct noticing to neighboring property owners, and general public noticing within the Minot Daily News. Per Section 9.1-4 I., an amendment to a CUP follows the same process as a new application. The applicant has submitted the necessary application documents required per Section 9.1-4 C. and noticing has been conducted as required per Section 9.2-1.

Section 9.1-4 F. states that the Planning Commission shall find that the application meets all of the following:

1. The request will be harmonious with the general and applicable specific objectives of the City's Comprehensive Plan and this Ordinance.
2. The proposed conditional use at the specified location will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.
3. The proposed conditional use will not cause substantial injury to the value of other property within the area in which it is located.
4. The location, size, design, and operating intensity of the proposed conditional use will not prevent the development and use of neighboring property in accordance with the applicable zoning district. In making this determination, the Planning Commission will consider the siting, nature, and height of existing and proposed buildings and structures, and the extent and effectiveness of proposed buffering or landscaping.
5. Adequate public services and facilities exist or will be provided by the developer at the time of development, including adequate utilities, water and sewer systems, drainage structures, and other such facilities and services which are necessary to serve the development.
6. The request will not create excessive additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community.
7. Adequate access roads or entrance and exit drives exist or will be provided by the developer to prevent traffic safety hazards and minimize traffic congestion on public streets.
8. The request will not result in the destruction, loss, damage of a natural, scenic, or historic feature of major importance.

Relating to Section 9.1-4 F. 1., staff finds the proposed use is not harmonious with the property's current future land use designation of Urban Residential, however staff believes that this designation was placed on the 21st Ave SE corridor in error. A staff-initiated application to amend the future land use designation from Urban Residential to General Commercial has been submitted and will be reviewed by the Planning Commission at the October 1st Meeting. The proposed use is harmonious with the existing zoning District of "C2" General

Commercial. Further, the LDO further includes specific use standards in Section 4.1-6. E. 1. and are provided below:

- a) Motor fuel facilities shall be installed in accordance with State and City standards.
- b) Filling station pumps and pump islands shall not be located within forty feet (40') of any property line nor within one hundred feet (150') from the boundary of any residential district.
- c) Adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps.
- d) Underground fuel storage tanks shall be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access, and other activities on the site.
- e) Filling station canopies shall not extend within thirty feet (30') of any property line.
- f) All canopy lighting shall be recessed or fully shielded.
- g) All access drives shall be subject to approval by the Engineering Department.

With regard to the above use standards, the proposal generally complies with the use standards subject to conditions of approval that are required to bring it into strict compliance. Surrounding a) above, all applicable State and City standards will apply. The following condition should be included to satisfy this use standard:

- The development must generally comply with the site plan provided in Exhibit 2 and is further subject to all necessary modifications stemming from other required conditions of approval and the Land Development Ordinance of the City of Minot.

Surrounding b) through f), the preliminary site plan appears to generally meet these requirements for fuel station pumps, pump island, and fuel canopy setbacks, as well overall adequate circulation. Per the letter of intent, lighting will be recessed and/or fully shielded. This is also required for all new development per the LDO.

Finally, regarding g), the Engineering Department required a traffic impact study be completed, reviewed and approved by the City and North Dakota Department of Transportation. Any improvements will be at the expense of the developer and should not place an additional financial burden on taxpayers for future intersection improvements. Further, the Engineering Department has determined that the approach directly onto 13th St. SE cannot be continued for this commercial development. The approach directly onto 13th St. SE will need to be removed and approach spacing onto 21st Ave. SE will need to meet spacing requirements for a collector roadway per the City's Transportation Plan. It is also important to note that the intersection of 13th St. SE and Hwy 2 & 52 BYP E was included in the North Dakota DOT Programming Division, Traffic Operations Section August 2024 report's list of 2021-2013 Urban High Crash Locations placing it in the top twenty-five intersections with the highest number of crashes statewide.

In summary, Section 9.1-4 F. 1. is satisfied with the conditions outlined in this report and recommended changes to the Future Land Use Map.

Staff finds Section 9.1-4 F. 2. through 4. is satisfied with prior conditions and applicable use standards, as these requirements will help to ensure harmony with adjacent commercial uses.

Staff finds Section 9.1-4. F. 5. is satisfied with conditions, which have been provided by the Engineering Department memorializing standard commercial development policy. These conditions are:

- A storm water management plan is required for future development.
- A site plan is required for development.
- A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.
- Sanitary sewer connection fees are required for future development.

Sections 9.1-4. F. 6. and 7. are satisfied subject to conditions, as there remains disputes with regard to traffic impact of the development on the overall road network. A traffic impact study has been conducted to provide information to the City and North Dakota Department of Transportation. Improvements, if any are required, must be at the expense of the developer to satisfy these two evaluative criteria. Other necessary traffic and access-related conditions are outlined in Section 9.1-4. F. 1.

Finally, Section 9.1-4. F. 8. is satisfied, as the request will not result in the destruction, loss, damage of a natural, scenic, or historic feature of major importance.

Comments:

- a) There were no public comments at the time of writing this staff report.
- b) The application was distributed to city departments and external public agencies within the City for review and the following comments were provided:
 - a. Engineering – City of Minot
 - i. A storm water management plan is required for future development.
 - ii. A site plan is required for development.
 - iii. A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.
 - iv. A traffic impact study is required for future development and shall be reviewed and approved by the City and NDDOT. Any required improvements must be paid for by the developer and included in a developer agreement approved by the City Council.
 - v. There shall be no access points on 13th St SE. Existing access point will be removed by the developer per city ordinance.
 - vi. Access onto 21st Ave SE shall meet spacing requirements for a collector roadway per the City's Transportation Plan.
 - vii. Sanitary sewer connection fees are required for future development.
 - b. Engineering - NDDOT
 - i. The NDDOT met with Circle K and the City of Minot on February 27, 2024 to discuss the layout. In attendance from the NDDOT was the Minot District, Local Government Division, and our Traffic Operations Section. Concerns were brought up at that meeting and the NDDOT was not in favor of the layout. On May 17, 2024, Colliers Engineering and Design sent a revised layout that addressed all the concerns brought up at the February meeting. The DOT agreed this was an approved layout. We were then

informed on August 16, 2024 that the layout that was agreed to by all parties had been reversed.

- ii. This intersection ranks 25th in the state in the 2021-2023 Urban High Crash Locations. As was stated at the February meeting, our worry with the original layout is that traffic may back up on to Hwy 2 if there is a dedicated right turn so close to the intersection of US 2 and 13th Street.
- iii. Some other concerns of the original layout is that semis can come off of 13th Street into the right-in entrance thinking it will connect to the diesel area further to the west. Another is if people drive out of the one way to get to 13th Street faster. Doesn't matter how many signs are up, people will drive out that way and create an even bigger issue. This slip-lane driveway is all things detrimental to the roadway system and needs to be removed. This will also be detrimental if the City would ever need a right turn onto 21st Avenue.
 - 1. These are some of the same concerns that were brought up during the review.
- iv. Because of all of the above, the NDDOT is still not in favor of Circle K having a right in off of 13th Street and believe the layout should be changed back to the one that was agreed upon by all parties.

The comments from Engineering are either explained in detail within the staff analysis section of the report or follow standard general and/or commercial development policy and will be memorialized as conditions of approval.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

- 1) The property is zoned "C2" General Commercial District.
- 2) The City of Minot 2012 Comprehensive Plan Future Land Use Map designates this area as Urban Residential. Staff believes this designation was applied to this corridor in error and has initiated an application to correct the error.
- 3) The proposed development meets the use standards subject to conditions for a truck stop in a "C2" General Commercial District per Section 4.1-6. E. 1. as outlined in the Staff Analysis section of staff's written report.
- 4) The development complies with 9.1-4. F. 1. thru 8. with conditions as outlined in the Staff Analysis section of staff's written report.
- 5) The Minot Planning Commission has the authority to hear this case and decide whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

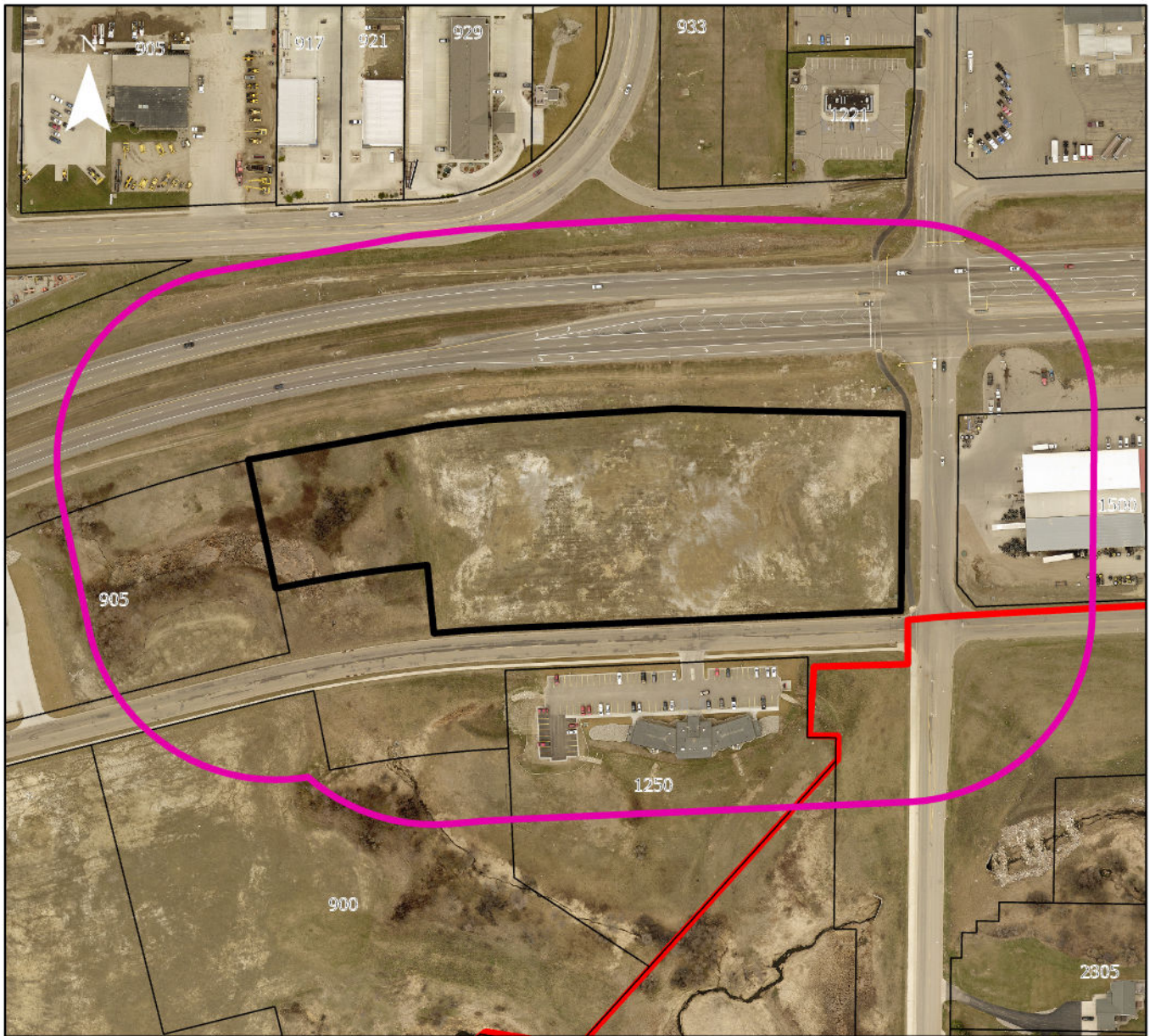
RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval of a conditional use permit for a truck stop with the following conditions:

1. The development must generally comply with the site plan provided in Exhibit 2 and is further subject to all necessary modifications stemming from other required conditions of approval and the Land Development Ordinance of the City of Minot.
2. A storm water management plan is required for future development.
3. A site plan is required for development.
4. A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.
5. A traffic impact study is required for future development and shall be reviewed and approved by the City and NDDOT. Any required improvements must be paid for by the developer and included in a developer agreement approved by the City Council.
6. There shall be no access points on 13th St SE. Existing access point will be removed by the developer per city ordinance.
7. Access onto 21st Ave SE shall meet spacing requirements for a collector roadway per the City's Transportation Plan.
8. Sanitary sewer connection fees are required for future development.
9. An approved traffic impact study must be possessed by the City of Minot prior to building permit issuance. A building permit may be issued prior to completion of necessary improvements, if any, stemming from the results of the approved traffic impact study. No Certificate of Occupancy may be issued until necessary improvements, if any, are completed to the satisfaction of the City of Minot and North Dakota Department of Transportation.
10. Site grading and preparation activities may occur upon approval of the storm water management plan and prior to building permit issuance.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission adopted the staff findings of fact and approved the conditional use permit for a truck stop with the conditions as recommended by city staff.



0 175 350 700 Feet

- Two Mile Boundary
- City Limits
- Case # 2024-07-03
- Case # 2024-07-03 Notification Area

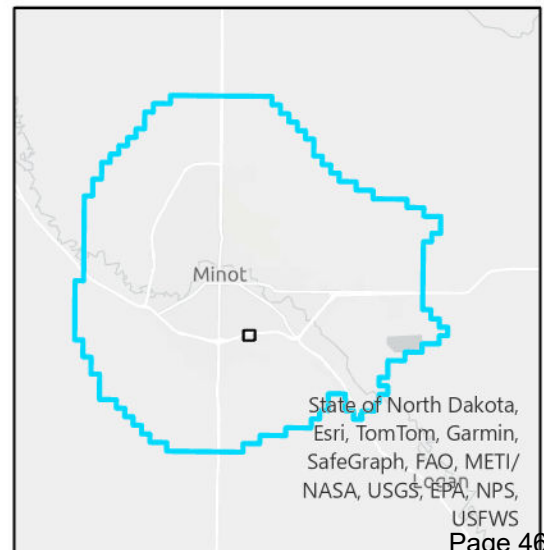


EXHIBIT 2 - LETTER OF INTENT, SITE PLAN, FLOOR PLANS

February 28, 2023

Holiday Stationstores
Northwest Corner of 21st Ave & 13th St, Minot, North Dakota
Conditional Use Permit Letter of Intent

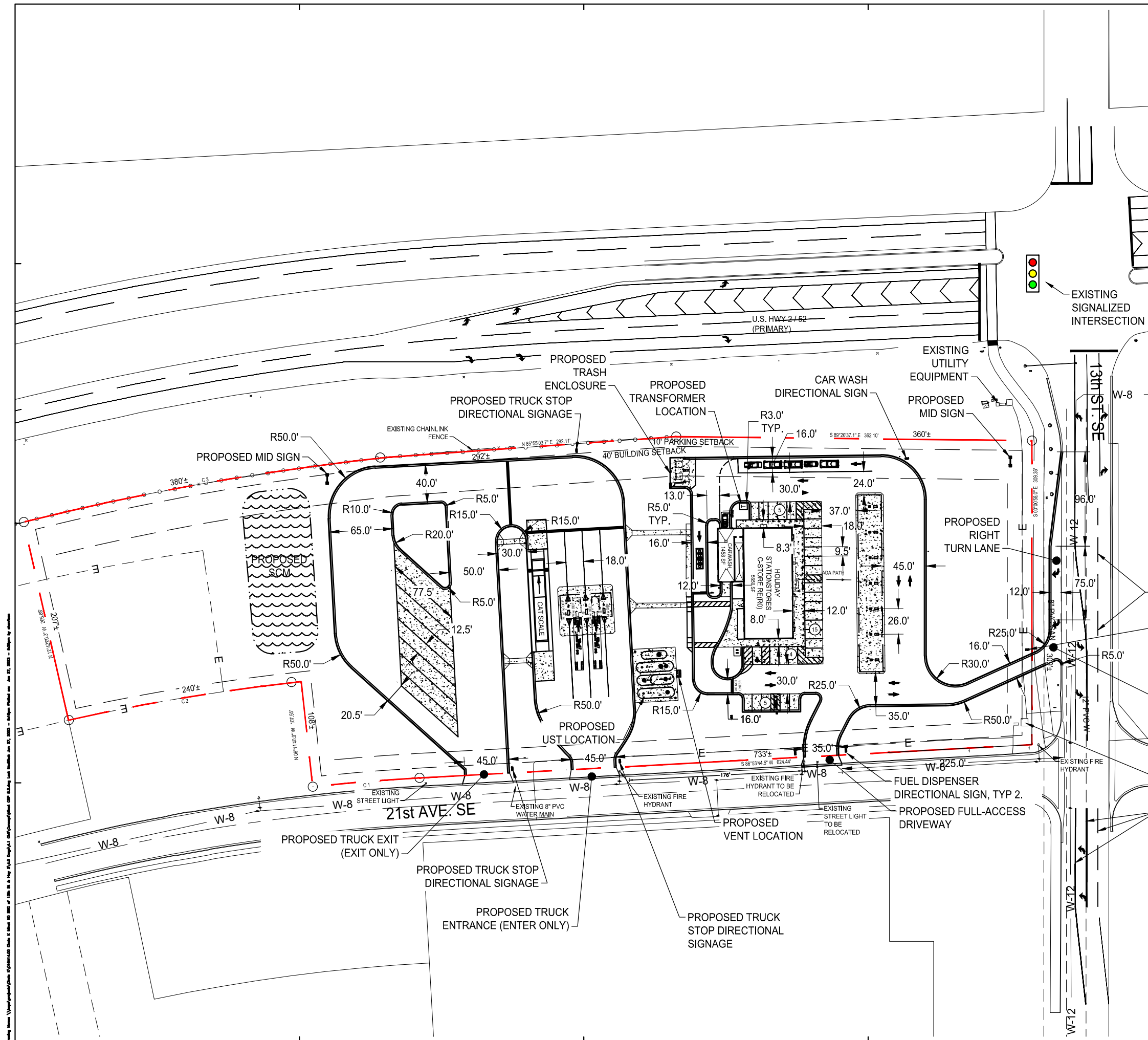
Pursuant to the Minot Land Development Code Conditional Use Permit Section 9.1-4:

1. The proposed convenience store/truck stop (including 16 standard fuel pumps, 3 high speed diesel pumps, and a 7,108 sq.ft. building with attached carwash) with associated onsite improvements to include sidewalk, drive aisles, ADA parking spaces with an accessible route, dumpster enclosure, and landscape where screening may be required will be harmonious with the City's Comprehensive Plan and Land Development Ordinance for uses located within the Commercial (C2) District.
2. The project is located along a highway and within a commercially zoned and commercially populated area within the City of Minot. The projects' use as it relates to the location within the City of Minot is in harmony with the surrounding commercial neighborhood and land uses. The proposal will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.
3. The project is located along a highway and within a commercially zoned and commercially populated area within the City of Minot. The projects' use as it relates to the location within the City of Minot is in harmony with the surrounding commercial neighborhood and land use. Substantial injury to the value of other properties within the commercial area the site is located will not be created.
4. The project is located within a commercial district within the City of Minot and will meet all zoning requirements with respect to location, size, design, siting on property, height, and operating intensity. The development of this proposal will not prevent the development and use of any neighboring properties.
5. Existing public water, sanitary sewer and storm sewer facilities are currently located adjacent to the project site and will serve the site. The existing utilities are sufficient to serve the proposed use and public extensions will not be needed.
6. The proposed use is a common use located throughout the US and should not require any excessive additional requirements for public facilities and services. The facility will be privately owned, operated, and maintained causing no detriment to the economic welfare of the community.

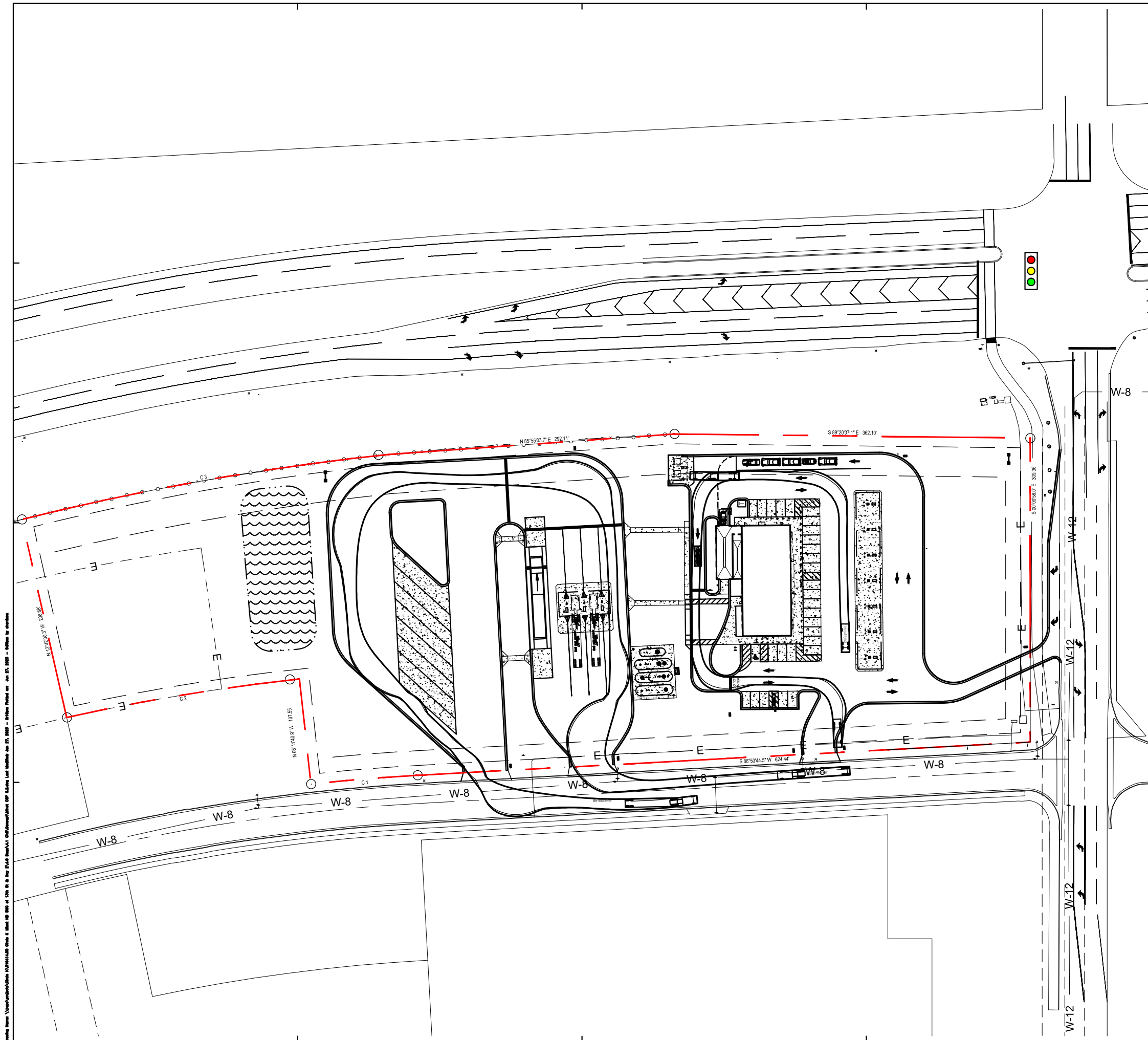
HOLIDAY STATIONSTORES

Letter of Intent - CUP

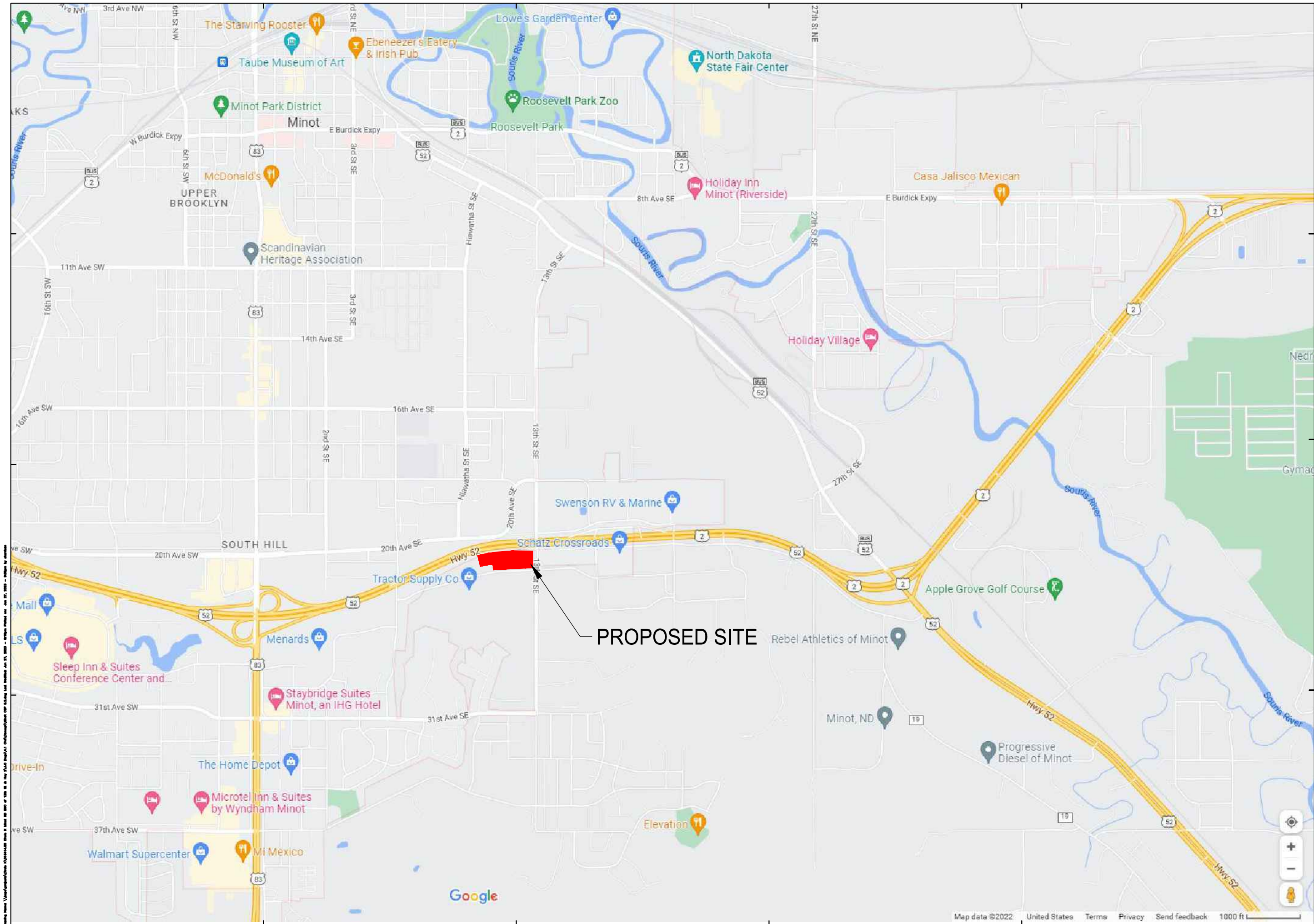
7. Access is proposed along 13th Street and 21st Avenue for standard public use. Additional access is proposed along 21st Avenue for the high speed diesel pumps, weighing station and parking for commercial truck use. The site layout and entrance drive locations will allow for all customers to be located fully within the property boundaries eliminating the need for customers to park on nearby roads. A majority of the traffic this type of use encounters is considered a 'pass-by use', meaning the site will not create a significant increase in traffic levels, but rather capture the existing traffic that would be typically passing by the site.
8. The site is currently a vacant field with no trees located next adjacent to Highway 2 in a commercial district with neighboring commercial properties. This proposal will not create any destruction, loss, damage of a natural, scenic, or historic feature of major importance.
9. Potential nuisances will be mitigated through careful design, following the City of Minot requirements. Examples of nuisance reduction measures include fully recessed lighting within the fuel canopies to prevent glare and using down lighting for parking area lighting. Additionally, a pedestrian connection to the proposed convenience store will be provided from the existing sidewalk located 13th Street. SE.



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DATE	DESCRIPTION

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
G. HARVEY
PROJECT MANAGER
S. HARRISON
QUALITY CONTROL
S. HARRISON
DRAWN BY
J. WILLIAMS
DATE ISSUED
12/23/22

PROJECT NAME

NTI MINOT ND
SWC 21st AVE & 13th ST
MINOT,
ND 58702
NORTHERN TIER BU



HOLIDAY STATIONSTORES, INC.

PROJECT NUMBER
16414

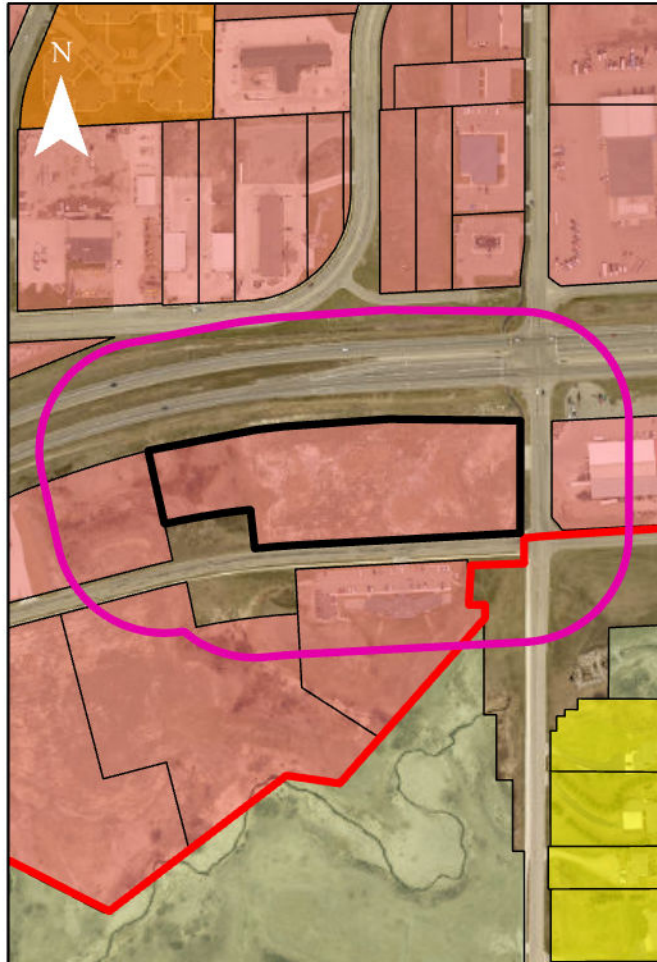
SHEET TITLE

CONCEPTUAL SITE
PLAN

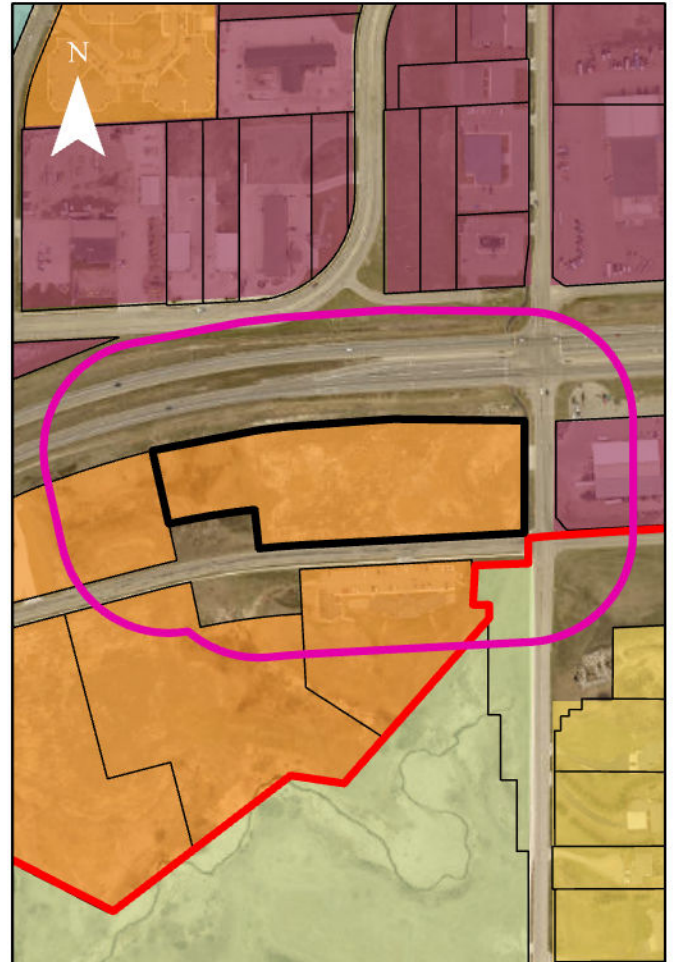
SHEET NUMBER

CSP 5.2

ZONING



FUTURE LAND USE



0 245 490 980 Feet

Zoning

Zoning	
	AG
	C2
	R1
	R3

Both Maps

	Case # 2024-07-03
	Case # 2024-07-03 Notification Area

Land Use Type

	Public Institutional
	General Commercial
	Urban Residential
	Agricultural and Open Space
	Suburban Residential
	Urban Residential
	General Commercial

Exhibit 4 – Site Photos



Facing North



Facing Northwest



Facing Northeast



Facing 13th St access



Facing 13th St access 2

**Planning Commission
Staff Report**

Application Date: 02/27/2023 Date of Staff Report: 03/14/2023 Date of Planning Commission Meeting: 04/04/2023		Staff Contact: John Van Dyke, Principal Planner Staff Recommendation: Approval	
Case Number: 2023-04-03 Project Name: Livingston's 7 th Addition Truck Stop - CUP Current Legal Description: See Project Description Proposed Legal Description: No Change Present Address: Unaddressed (See Project Description) Entitlements Requested: Conditional Use Permit – Truck Stop		Owners: Meadowlark Holdings, LLC Representative: Duemelands Commercial Real Estate	
Present Zone(s): "C2" General Commercial District Present Use(s): Vacant Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district. Present Future Land Use Map Designation: Commercial		Proposed Zone(s): No Change Proposed Use(s): Truck Stop Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district. Proposed Future Land Use Map Designation: No Change	

PROJECT DESCRIPTION:

Public hearing request by Stephen Harrison on behalf of Duemelands Commercial Real Estate, representative for Meadowlark Holdings, LLC, owner, for a conditional use permit to construct and operate a truck stop in a "C2" General Commercial District. The legal description for the property is Block 2, Livingston's 7th Addition.

The property is unaddressed and is located northwest of the intersection of 13th St. SE and 21st Ave. SE. An aerial, including the notification boundary, is provided in **Exhibit 1**.

BACKGROUND INFORMATION:

The subject property was platted in 2012 as part of a commercial development south of Highway 2/52. The lots have been slowly developed and nearby businesses include Sanford Health Clinic, Trinity Health Clinic, Tractor Supply Company, among a few others. The site is located immediately off of the 13th St. SE intersection of Hwy 2/52, which is signalized. The intersection of 13th St. SE and 21st Ave SE is a two-way stop, with 13th St. SE being unconstrained.

The applicants have provided a letter of intent, site plan, and floor plans, which may be found in **Exhibit 2**.

The subject property is zoned "C2" General Commercial District, being surrounded by the same zoning on all sides. A map of the area zoning and future land use may be found in **Exhibit 3**.

Select site photos are available in **Exhibit 4**.

STAFF ANALYSIS:

Conditional Use Permit Amendment Analysis:

Section 9.1-4 of the Minot Land Development Ordinance (Zoning Ordinance) recognizes that certain land uses, when under special conditions and review can be compatible with uses that are permitted by right in a zoning district. The review of the conditional use permit (CUP) application and any special conditions imposed by either the Zoning Ordinance or city staff should occur via a thorough public process as prescribed by Section 9.2-1 including a public hearing, direct noticing to neighboring property owners, and general public noticing within the Minot Daily News. Per Section 9.1-4 I., an amendment to a CUP follows the same process as a new application. The applicant has submitted the necessary application documents required per Section 9.1-4 C. and noticing has been conducted as required per Section 9.2-1.

Section 9.1-4 F. states that the Planning Commission shall find that the application meets all of the following:

1. The request will be harmonious with the general and applicable specific objectives of the City's Comprehensive Plan and this Ordinance.
2. The proposed conditional use at the specified location will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.
3. The proposed conditional use will not cause substantial injury to the value of other property within the area in which it is located.

4. The location, size, design, and operating intensity of the proposed conditional use will not prevent the development and use of neighboring property in accordance with the applicable zoning district. In making this determination, the Planning Commission will consider the siting, nature, and height of existing and proposed buildings and structures, and the extent and effectiveness of proposed buffering or landscaping.
5. Adequate public services and facilities exist or will be provided by the developer at the time of development, including adequate utilities, water and sewer systems, drainage structures, and other such facilities and services which are necessary to serve the development.
6. The request will not create excessive additional requirements for public facilities and services at public cost and will not be detrimental to the economic welfare of the community.
7. Adequate access roads or entrance and exit drives exist or will be provided by the developer to prevent traffic safety hazards and minimize traffic congestion on public streets.
8. The request will not result in the destruction, loss, damage of a natural, scenic, or historic feature of major importance.

Relating to Section 9.1-4 F. 1., staff finds the proposed use is harmonious with the comprehensive plan future land use map designation of Commercial. Further, the LDO further includes use standards in Section 4.1-6. E. 1. and are provided below:

- a) Motor fuel facilities shall be installed in accordance with State and City standards.
- b) Filling station pumps and pump islands shall not be located within forty feet (40') of any property line nor within one hundred feet (150') from the boundary of any residential district.
- c) Adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps.
- d) Underground fuel storage tanks shall be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access, and other activities on the site.
- e) Filling station canopies shall not extend within thirty feet (30') of any property line.
- f) All canopy lighting shall be recessed or fully shielded.
- g) All access drives shall be subject to approval by the Engineering Department.

With regard to the above use standards, the proposal generally complies with the use standards subject to conditions of approval that are required to bring it into strict compliance. Surrounding a) above, all applicable State and City standards will apply. The following condition should be included to satisfy this use standard:

- The development must generally comply with the site plan provided in Exhibit 2 and is further subject to all necessary modifications stemming from other required conditions of approval and the Land Development Ordinance of the City of Minot.

Surrounding b) through f), the preliminary site plan appears to generally meet these requirements for fuel station pumps, pump island, and fuel canopy setbacks, as well overall adequate circulation. Per the letter of intent, lighting will be recessed and/or fully shielded. This is also required for all new development per the LDO.

Finally, regarding g), the Engineering Department will require a traffic impact study to be reviewed and approved by the City and North Dakota Department of Transportation. Any improvements would be at the expense of

the developer. Further, the Engineering Department has determined that the approach directly onto 13th St. SE cannot be continued for this commercial development. The approach directly onto 13th St. SE will need to be removed and approach spacing onto 21st Ave. SE will need to meet spacing requirements for a collector roadway per the City's Transportation Plan.

In summary, Section 9.1-4 F. 1. is satisfied with conditions.

Staff finds Section 9.1-4 F. 2. through 4. is satisfied with prior conditions and applicable use standards, as these requirements will help to ensure harmony with adjacent commercial uses.

Staff finds Section 9.1-4. F. 5. is satisfied with conditions, which have been provided by the Engineering Department memorializing standard commercial development policy. These conditions are:

- A storm water management plan is required for future development.
- A site plan is required for development.
- A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.
- Sanitary sewer connection fees are required for future development.

Sections 9.1-4. F. 6. and 7. are satisfied subject to conditions, as there remains unknowns with regard to traffic impact of the development on the overall road network. A traffic impact study must be conducted to provide information to the City and North Dakota Department of Transportation. Improvements, if any are required, must be at the expense of the developer to satisfy these two evaluative criteria. Other necessary traffic and access-related conditions are outlined in Section 9.1-4. F. 1.

Finally, Section 9.1-4. F. 8. is satisfied, as the request will not result in the destruction, loss, damage of a natural, scenic, or historic feature of major importance.

Comments:

- a) There were no public comments at the time of writing this staff report.
- b) The application was distributed to city departments and external public agencies within the City for review and the following comments were provided:
 - a. Engineering –
 - i. A storm water management plan is required for future development.
 - ii. A site plan is required for development.
 - iii. A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.
 - iv. A traffic impact study is required for future development and shall be reviewed and approved by the City and NDDOT. Any required improvements must be paid for by the developer and included in a developer agreement approved by the City Council.
 - v. There shall be no access points on 13th St SE. Existing access point will be removed by the developer per city ordinance.

- vi. Access onto 21st Ave SE shall meet spacing requirements for a collector roadway per the City's Transportation Plan.
- vii. Sanitary sewer connection fees are required for future development.

The comments from Engineering are either explained in detail within the staff analysis section of the report or follow standard general and/or commercial development policy and will be memorialized as conditions of approval.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

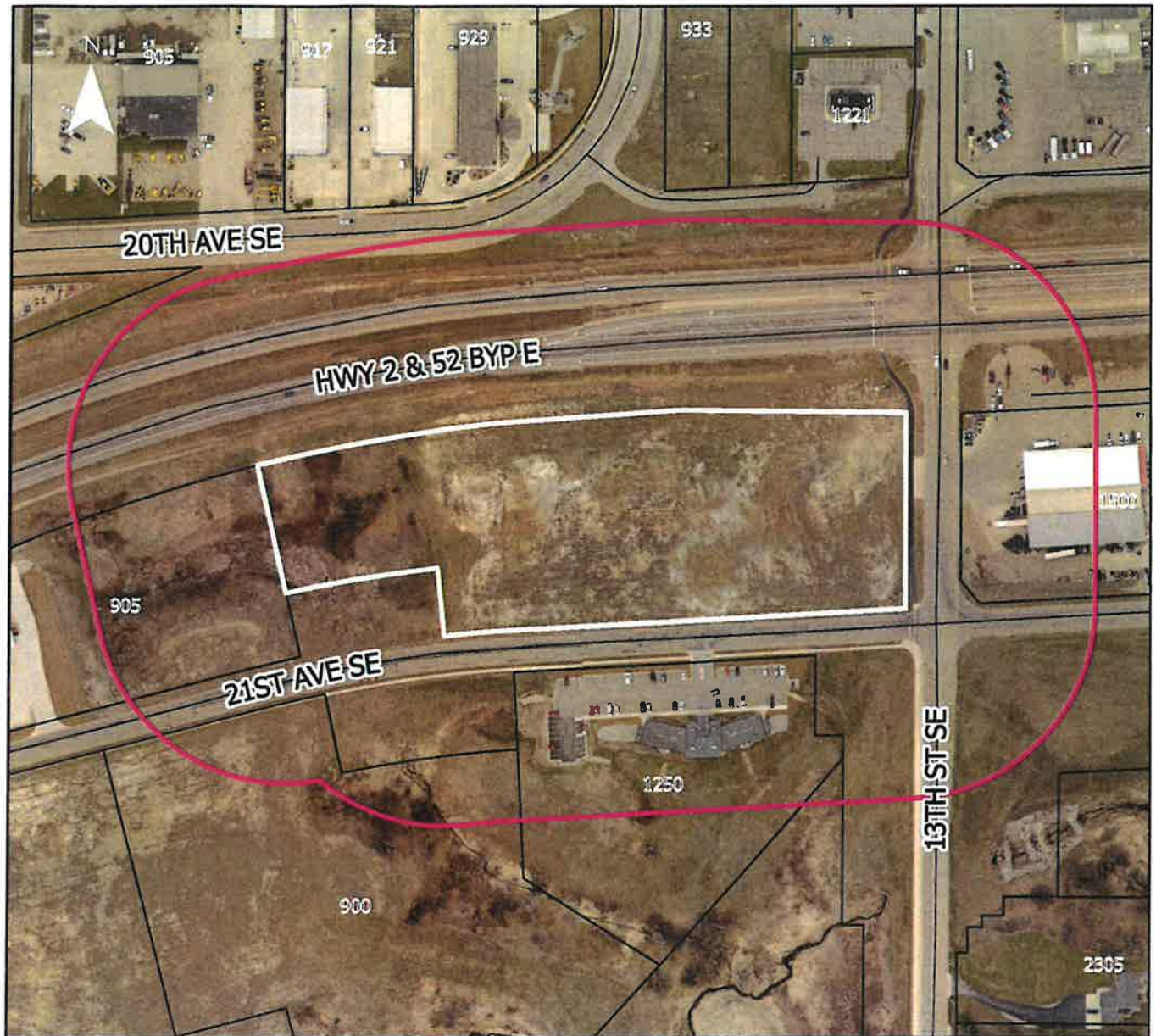
- 1) The property is zoned "C2" General Commercial District.
- 2) The City of Minot 2012 Comprehensive Plan Future Land Use Map designates this area as Commercial.
- 3) The proposed development meets the use standards subject to conditions for a truck stop in a "C2" General Commercial District per Section 4.1-6. E. 1. as outlined in the Staff Analysis section of staff's written report.
- 4) The development complies with 9.1-4. F. 1. thru 8. with conditions as outlined in the Staff Analysis section of staff's written report.
- 5) The Minot Planning Commission has the authority to hear this case and decide whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval of a conditional use permit for a truck stop with the following conditions:

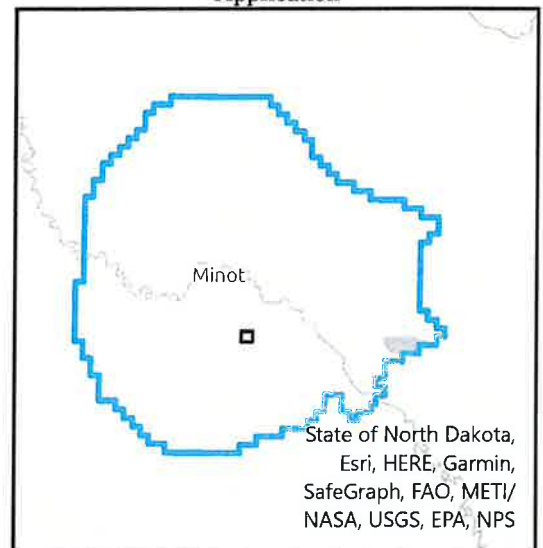
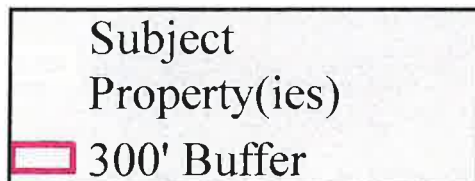
1. The development must generally comply with the site plan provided in Exhibit 2 and is further subject to all necessary modifications stemming from other required conditions of approval and the Land Development Ordinance of the City of Minot.
2. A storm water management plan is required for future development.
3. A site plan is required for development.
4. A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.

5. A traffic impact study is required for future development and shall be reviewed and approved by the City and NDDOT. Any required improvements must be paid for by the developer and included in a developer agreement approved by the City Council.
6. There shall be no access points on 13th St SE. Existing access point will be removed by the developer per city ordinance.
7. Access onto 21st Ave SE shall meet spacing requirements for a collector roadway per the City's Transportation Plan.
8. Sanitary sewer connection fees are required for future development.
9. An approved traffic impact study must be possessed by the City of Minot prior to building permit issuance. A building permit may be issued prior to completion of necessary improvements, if any, stemming from the results of the approved traffic impact study. No Certificate of Occupancy may be issued until necessary improvements, if any, are completed to the satisfaction of the City of Minot and North Dakota Department of Transportation.
10. Site grading and preparation activities may occur upon approval of the storm water management plan and prior to building permit issuance.

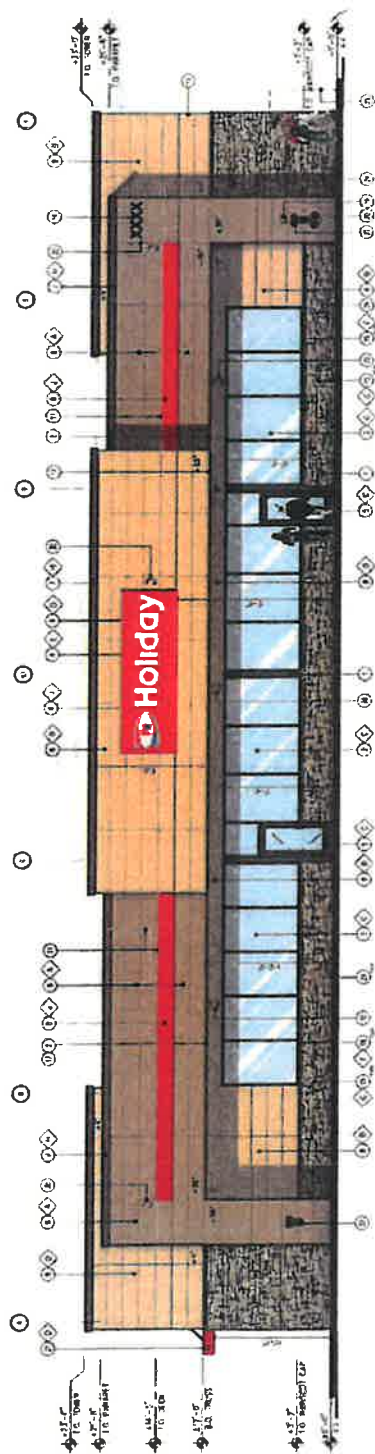


0 250 500 1,000 Feet

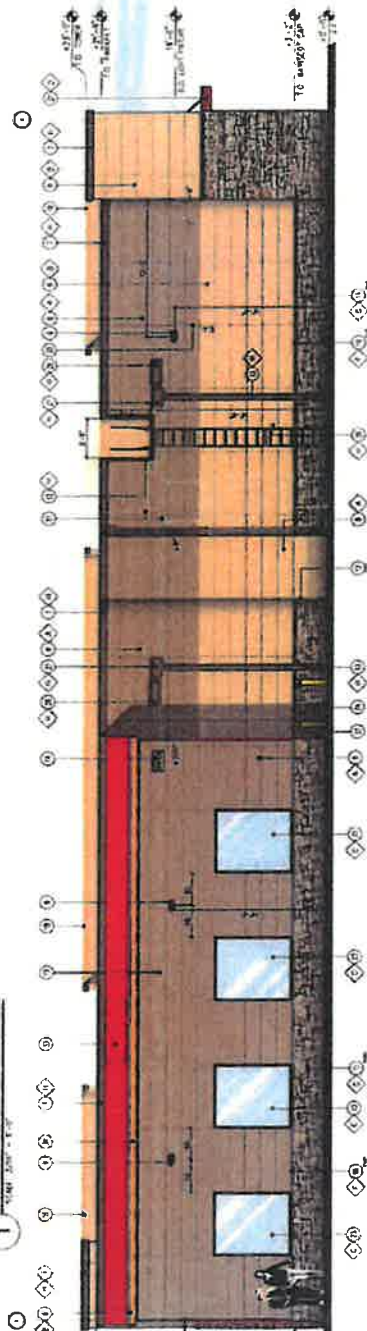
Area of Subject
Application



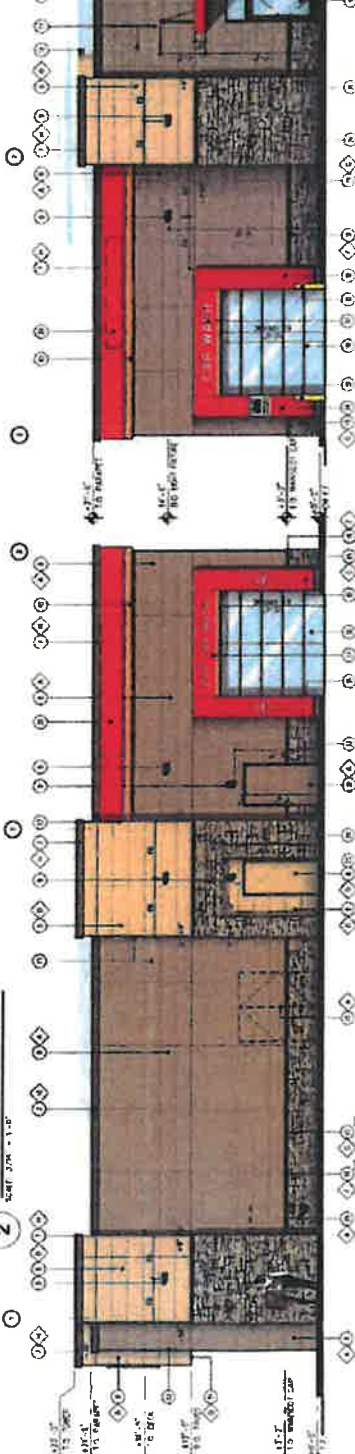




SOUTH - FRONT ELEVATION



NORTH - BACK ELEVATION



EAST - SIDE ELEVATION



1	What is the difference between a <i>fact</i> and an <i>opinion</i> ?
2	What is the difference between a <i>fact</i> and an <i>opinion</i> ?
3	What is the difference between a <i>fact</i> and an <i>opinion</i> ?
4	What is the difference between a <i>fact</i> and an <i>opinion</i> ?
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7	What is the difference between a <i>fact</i> and an <i>opinion</i> ?
8	What is the difference between a <i>fact</i> and an <i>opinion</i> ?
9	What is the difference between a <i>fact</i> and an <i>opinion</i> ?
10	What is the difference between a <i>fact</i> and an <i>opinion</i> ?

[illegible]



EXHIBIT 2 - LETTER OF INTENT, SITE PLAN, FLOOR PLANS

February 28, 2023

Holiday Stationstores

Northwest Corner of 21st Ave & 13th St, Minot, North Dakota

Conditional Use Permit Letter of Intent

Pursuant to the Minot Land Development Code Conditional Use Permit Section 9.1-4:

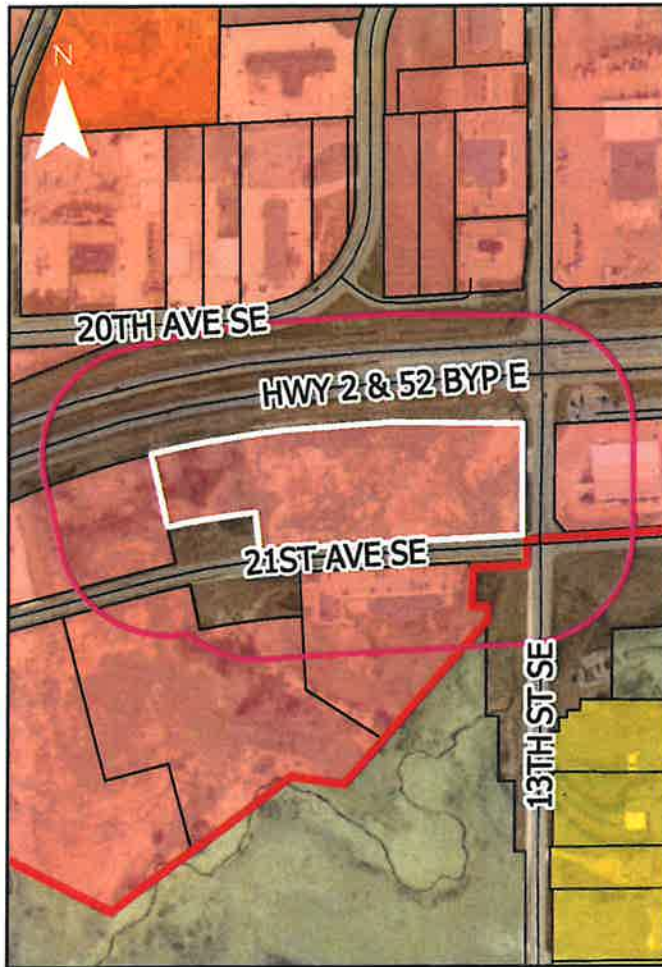
- 1. The proposed convenience store/truck stop (including 16 standard fuel pumps, 3 high speed diesel pumps, and a 7,108 sq.ft. building with attached carwash) with associated onsite improvements to include sidewalk, drive aisles, ADA parking spaces with an accessible route, dumpster enclosure, and landscape where screening may be required will be harmonious with the City's Comprehensive Plan and Land Development Ordinance for uses located within the Commercial (C2) District.**
- 2. The project is located along a highway and within a commercially zoned and commercially populated area within the City of Minot. The projects' use as it relates to the location within the City of Minot is in harmony with the surrounding commercial neighborhood and land uses. The proposal will not be detrimental to or endanger the health, safety, welfare, comfort, or convenience of the public.**
- 3. The project is located along a highway and within a commercially zoned and commercially populated area within the City of Minot. The projects' use as it relates to the location within the City of Minot is in harmony with the surrounding commercial neighborhood and land use. Substantial injury to the value of other properties within the commercial area the site is located will not be created.**
- 4. The project is located within a commercial district within the City of Minot and will meet all zoning requirements with respect to location, size, design, siting on property, height, and operating intensity. The development of this proposal will not prevent the development and use of any neighboring properties.**
- 5. Existing public water, sanitary sewer and storm sewer facilities are currently located adjacent to the project site and will serve the site. The existing utilities are sufficient to serve the proposed use and public extensions will not be needed.**
- 6. The proposed use is a common use located throughout the US and should not require any excessive additional requirements for public facilities and services. The facility will be privately owned, operated, and maintained causing no detriment to the economic welfare of the community.**

HOLIDAY STATIONSTORES

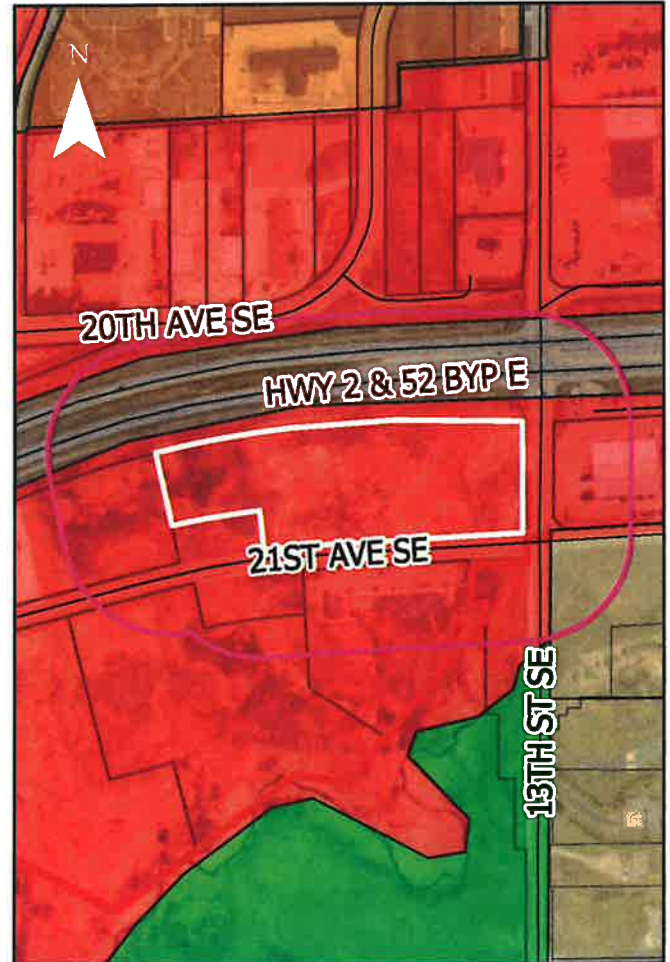
Letter of Intent - CUP

- 7. Access is proposed along 13th Street and 21st Avenue for standard public use. Additional access is proposed along 21st Avenue for the high speed diesel pumps, weighing station and parking for commercial truck use. The site layout and entrance drive locations will allow for all customers to be located fully within the property boundaries eliminating the need for customers to park on nearby roads. A majority of the traffic this type of use encounters is considered a 'pass-by use', meaning the site will not create a significant increase in traffic levels, but rather capture the existing traffic that would be typically passing by the site.**
- 8. The site is currently a vacant field with no trees located next adjacent to Highway 2 in a commercial district with neighboring commercial properties. This proposal will not create any destruction, loss, damage of a natural, scenic, or historic feature of major importance.**
- 9. Potential nuisances will be mitigated through careful design, following the City of Minot requirements. Examples of nuisance reduction measures include fully recessed lighting within the fuel canopies to prevent glare and using down lighting for parking area lighting. Additionally, a pedestrian connection to the proposed convenience store will be provided from the existing sidewalk located 13th Street. SE.**

ZONING



FUTURE LAND USE



0 250 500 1,000 Feet

Zoning

- AG
- C2
- R1
- R3

Both Maps

- Subject Property(ies)
- 300' Buffer

Future Land Use

- Commercial
- Medium Density Residential
- Parks and Open Space
- Very Low Density Residential

EXHIBIT 4 - SITE PHOTOS



Facing North



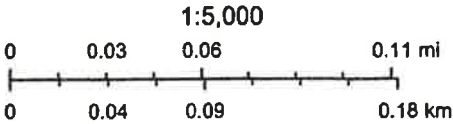
Facing North/Northeast

NW Corner of 13th St and 21st Ave



2/22/2023, 4:40:36 PM

-  Minot Parcels
-  City Limits
-  Two Mile Boundary



Prepared by the North Dakota Department of Transportation
Programming Division, Traffic Operations Section, August 2024
Sorted by Rank

2021-2023 Urban High Crash Locations

23 USC § 407 Documents
NDDOT Reserves All Objections

Location	Crash Severity					Total Crashes	Total Crashes By Year	Weighted Total	Rank 2021-2023	Prior Rank	Trends	Related Studies / Projects
	Fatal	InjA	InjB	InjC	PDO							
Bismarck State St & 43rd Ave N	0	2	18	17	62	99	2021 = 54 2022 = 29 2023 = 16 Crashes Decreasing	665	1	1	There were 52 NB rear end crashes (2021=33, 2022=12, 2023=7).	In 2021 PCN 22435 closed 43rd Ave (east of 26th St) which likely increased traffic along State St. In 2022 PCN 22929 reconstructed 43rd Ave from this intersection east to 26th St. The Arrive 2045 Metropolitan Transportation Plan shows increasing to 3 NB/SB through lanes between 2024 and 2031.
Fargo 13th Ave S & 25th St	1	2	19	4	21	47	2021 = 16 2022 = 15 2023 = 16 Crashes Steady	598	2	3	There were three pedestrian crashes, 1 fatal. There were 15 angle crashes, 15 left turn crashes, and 12 rear end crashes (1 injA).	---
Fargo 13th Ave S & 45th St	0	3	13	7	24	47	2021 = 16 2022 = 18 2023 = 13 Crashes Peaked in 2022	487	3	2	There were 17 angle crashes, but no predominant direction. 21 total crashes (45%) occurred during non-dry conditions (15 ice/snow, 6 wet).	---
Fargo 45th St & 17th Ave S	0	2	13	7	15	37	2021 = 10 2022 = 11 2023 = 16 Crashes Increased in 2023	423	4	5	There were 25 (68%) rear end crashes; 12 NB, 9 SB, 3 WB, and 1 EB. 1 inj A involved a pedestrian the other was a left turn crash.	---
Bismarck Main Ave & 7th St	1	1	8	7	43	60	2021 = 23 2022 = 16 2023 = 21 Crashes Dipped in 2022	411	5	16	There were 20 SB sideswipe same-direction crashes, and most involved a vehicle attempting to turn left from an incorrect lane. There were 16 SB+EB angle crashes. The fatality involved a driver who made a WB to SB left turn on flashing yellow arrow and hit a pedestrian (WB in the south leg crosswalk).	In 2022 PCN22904 replaced the traffic signal. In 2023 a Main Ave corridor study was performed.
Fargo 45th St & 23rd Ave S	0	1	11	11	17	40	2021 = 15 2022 = 16 2023 = 9 Crashes decreased in 2023	380	6	---	Crashes have decreased. There were 17 rear end crashes; 11 NB (1 inj A), 4 SB, and 2 EB. 14 (35%) of the crashes were on ice/snow surface conditions and all except one were angle or left turn crashes.	---
Fargo 13th Ave S & 32nd St / Westrac Dr	1	1	9	4	18	33	2021 = 15 2022 = 10 2023 = 8 Crashes Decreasing	370	7	29	The fatal crashed involved a vehicle that entered on green and hit a pedestrian who was attempting to cross on red. There were 11 angle crashes, but no predominant direction.	---
Fargo 45th St & 15th Ave S	0	3	7	6	12	28	2021 = 12 2022 = 10 2023 = 6 Crashes Decreasing	362	8	23	There were 11 left turn crashes, 2 were inj A; 6 SB to EB, 3 NB to WB (1 was making a U-turn), and 2 WB to SB. 11 crashes occurred during ice/snow conditions.	---
Bismarck State St & Century Ave	0	0	8	14	70	92	2021 = 35 2022 = 30 2023 = 27 Crashes Decreasing	360	9	7	There were 53 rear end crashes (23 NB, 11 SB, 10 EB, 9 WB). 31 total crashes (34%) occurred during non-dry conditions (25 ice/snow, 6 wet). In 2023 there were 16 crashes coded as road construction.	In 2023 PCN 20097/20098 replaced the traffic signal and added WB to SB and EB to NB dual left turn lanes.

2021-2023 Urban High Crash Locations

23 USC § 407 Documents
NDDOT Reserves All Objections

Location	Crash Severity					Total Crashes	Total Crashes By Year	Weighted Total	Rank 2021- 2023	Prior Rank	Trends	Related Studies / Projects
	Fatal	InjA	InjB	InjC	PDO							
Bismarck State St & Calgary Ave	0	1	8	9	59	77	2021 = 18 2022 = 32 2023 = 27 Crashes Peaked in 2022	349	10	48	There were 40 NB rear end crashes (2021=15, 2022=16, 2023=9).	In 2022 PCN 22929 occasionally reduced the number of NB T lanes on State St. In 2023 PCN 20097/20098 replaced the traffic signal and added EB/WB right turn lanes at this intersection. The Arrive 2045 Metropolitan Transportation Plan shows increasing to 3 NB/SB through lanes from here north between 2024 and 2031.
Fargo 13th Ave S & 38th St	0	2	6	8	15	31	2021 = 12 2022 = 9 2023 = 10 Crashes Steady	315	11	49	12 crashes (39%) occurred during non-dry conditions (9 ice/snow, 3 wet). One InjA involved a bicyclist that hit a vehicle (veh had green light). The other InjA was an EB to NB left turner who failed to yield and was hit by a WB vehicle (had green light).	---
Bismarck Bismarck Expwy & Miriam Ave	0	0	8	12	39	59	2021 = 24 2022 = 16 2023 = 19 Crashes Steady	307	12	24	There were 29 NB rear end crashes. 19 total crashes (32%) occurred during non-dry conditions (12 ice/snow, 7 wet).	In 2024 PCN 22648 plans to reconstruct the interchange area, including this intersection.
Bismarck Bismarck Expwy & Washington St	0	0	12	6	35	53	2021 = 22 2022 = 12 2023 = 19 Crashes Dipped in 2022	305	13	11	11 crashes were coded as road construction (5 in 2021 and 6 in 2023). There were 12 EB rear end crashes (2021=6, 2022=4, 2023=2). 9 crashes occurred during non-dry conditions (5 ice/snow, 4 wet). There were 13 angle crashes (6 NB+WB, 4 SB+WB, 2 SB+EB, 1 NB+EB).	In 2021 N/S lanes were reduced temporarily during a city paving project. In Nov 2022 coordination timings were revised. In 2023 PCN 23225 eliminated the 3rd EB through lane and revised the SB lane config to have a shared through-right lane. In 2025 PCN 23741 plans to replace the traffic signals along Bis Expwy.
Bismarck State St & Capitol Ave	0	1	10	5	24	40	2021 = 11 2022 = 13 2023 = 16 Crashes Steady	304	14	45	Crashes have increased. There were 12 angle crashes, no predominant direction. There were 14 NB/SB rear end crashes. In 2023 there were 7 crashes coded as road construction.	In 2023 PCN 20097/20098 replaced the traffic signal and added NB/SB exclusive right turn lanes.
Bismarck Washington St & Divide Ave	0	1	6	9	41	57	2021 = 17 2022 = 30 2023 = 10 Crashes Peaked in 2022	297	15	15	There were 49 rear end crashes (23 SB, 17 NB, 5 EB, 4 WB). 25 total crashes (44%) occurred between 3pm and 6pm.	In 2023 a city project replaced the traffic signal.
Fargo 13th Ave S & 42nd St	0	1	5	12	17	35	2021 = 13 2022 = 13 2023 = 9 Crashes Steady	289	16	30	There were 17 rear end crashes (9 EB, 5 WB, 2 SB, 1 NB). There were 9 angle crashes, but no predominant direction.	---
Fargo 25th St & 17th Ave S	0	1	9	5	17	32	2021 = 9 2022 = 12 2023 = 11 Crashes Steady	280	17	33	There were 5 NB to WB left turn crashes. 11 total crashes (34%) occurred during non-dry conditions (8 ice/snow, 3 wet).	---
Fargo 19th Ave N & I-29 NB Ramps	1	2	3	0	17	23	2021 = 7 2022 = 8 2023 = 8 Crashes Steady	278	18	20	The fatal crash involved an unresponsive driver that passed through the intersection and hit a traffic signal standard. The two InjA crashes were both motorcyclists that stopped abruptly and were rear-ended by other motorcycles.	---
Bismarck Main Ave & 9th St	0	0	6	11	51	68	2021 = 27 2022 = 26 2023 = 15 Crashes Dropped in 2023	274	19	8	There were 16 NB+EB angle crashes and 7 NB+WB angle crashes. There were 18 WB rear end crashes.	In 2022 PCN22904 replaced the traffic signal. In 2023 a Main Ave corridor study was performed.

2021-2023 Urban High Crash Locations

23 USC § 407 Documents
NDDOT Reserves All Objections

Location	Crash Severity					Total Crashes	Total Crashes By Year	Weighted Total	Rank 2021- 2023	Prior Rank	Trends	Related Studies / Projects
	Fatal	InjA	InjB	InjC	PDO							
Grand Forks Washington St & DeMers Ave	0	0	7	10	43	60	2021 = 11 2022 = 31 2023 = 18 Crashes Peaked in 2022	272	20	6	There were 30 rear end crashes (12 SB, 8 NB, 6 WB, and 4 EB). There were 7 NB to WB left turn crashes and 7 SB to EB left turn crashes. 21 total crashes (35%) occurred during non-dry conditions (18 ice/snow, 3 wet).	In 2021 a Road Safety Review was performed (REF #4478) and analyzed various intersection configurations. In 2024 PCN 22167 plans to rehabilitate the railroad bridge just north of this intersection.
Bismarck Bismarck Expwy & Airport Rd	0	2	6	4	15	27	2021 = 10 2022 = 11 2023 = 6 Crashes Decreased in 2023	271	21	47	8 crashes (30%) occurred during non-dry conditions (7 ice/snow, 1 wet). There were 5 SB+WB angle crashes (2021=1, 2022=1, 2023=3).	In Nov 2022 coordination timings were revised along Bis Expwy. In 2025 PCN 23741 plans to replace the traffic signals along Bis Expwy.
Mandan Main St & Twin City Dr	1	1	5	1	13	21	2021 = 10 2022 = 5 2023 = 6 Crashes Steady	264	22	---	There were 5 WB to SB left turn crashes, including 1 fatal (left turning driver was unbelted, ejected, and died).	---
Grand Forks Columbia Rd & 24th Ave S	1	1	4	2	18	26	2021 = 5 2022 = 8 2023 = 13 Crashes Increasing	263	23	---	There were 15 left turn crashes (7 EB to NB, 4 NB to WB, 4 SB to EB). The fatal crash involved a driver who attempted to make a NB to WB left turn and was hit by a SB vehicle (had green ball).	In 2028 HSIP 624002 plans to re-align negative offset left turn lanes.
Bismarck State St & Interchange Ave	0	1	4	9	40	54	2021 = 25 2022 = 13 2023 = 16 Crashes Steady	262	24	36	There were 16 NB rear end crashes (2021=10, 2022=3, 2023=3). There were 14 SB to EB left turn crashes (2021=5, 2022=1, 2023=8).	In 2023 PCN 20097/20098 revised the intersection from full access to 3/4 access.
Minot US 2 & 13th St SE	0	3	4	1	12	20	2021 = 8 2022 = 8 2023 = 4 Crashes Dropped in 2023	256	25	---	There were 3 InjA crashes (2021=2, 2022=1, 2023=0). One was an angle crash (SB+EB) where the EB driver ran a red light, one was an angle crash (NB+WB) where the intersection was temporarily an all-way stop, and one was a left turn crash where a WB emergency vehicle hit an EB to NB left turner.	---
Fargo 32nd Ave S & 42nd St	0	0	10	6	18	34	2021 = 12 2022 = 18 2023 = 4 Crashes Decreased in 2023	254	26	9	There were 12 left turn crashes; 5 WB to SB, 4 EB to NB, and 3 SB to EB. 53% of crashes occurred during wet or ice/snow conditions.	---
Fargo 13th Ave S & 34th St / Fiechtner Dr	1	0	5	5	14	25	2021 = 10 2022 = 5 2023 = 10 Crashes Dipped in 2022	254	27	---	The fatal crash was a WB driver who suddenly veered into the traffic signal standard, was not belted, and died. There were 9 WB rear end crashes.	---
Minot US 2 & Evergreen Ave	1	2	1	1	11	16	2021 = 11 2022 = 5 2023 = 0 Crashes Decreasing	249	28	10	There were 10 angle crashes, including 1 fatal and 1 InjA (2021=8, 2022=2, 2023=zero). 8 total crashes (51%) occurred during non-dry conditions (6 ice/snow, 2 wet).	In 2022 PCN 22829 revised access control in this area.
Bismarck Bismarck Expwy & 3rd St	0	2	4	3	37	46	2021 = 13 2022 = 20 2023 = 13 Crashes Peaked in 2022	248	29	17	There were 17 WB rear end crashes. 12 total crashes occurred during non-dry conditions (10 ice/snow, 2 wet).	In Nov 2022 coordination timings were revised along Bis Expwy. In 2025 PCN 23741 plans to replace the traffic signals along Bis Expwy.

2021-2023 Urban High Crash Locations

23 USC § 407 Documents
NDDOT Reserves All Objections

Location	Crash Severity					Total Crashes	Total Crashes By Year	Weighted Total	Rank 2021- 2023	Prior Rank	Trends	Related Studies / Projects
	Fatal	InjA	InjB	InjC	PDO							
Fargo 19th Ave N & University Dr	0	0	10	5	23	38	2021 = 18 2022 = 10 2023 = 10 Crashes Decreasing	248	30	17	There were 10 EB to NB left turn crashes and 10 WB to SB left turn crashes (2021=9, 2022=7, 2023=4). There were 7 SB+EB angle crashes.	In ~2026 HSIP 822001 plans to re-align the negative offset left turn lanes.
Fargo 45th St & 12th Ave N	0	0	11	4	16	31	2021 = 10 2022 = 11 2023 = 10 Crashes Steady	247	31	28	There were 13 left turn crashes; 7 SB to EB, 4 WB to SB, 1 EB to NB, and 1 NB to WB. There were 10 rear end crashes; 4 NB, 3 EB, and 3 WB.	The city plans to add left turn heads for NB/SB vehicles.
Minot Broadway & 40th Ave SW	1	1	3	3	8	16	2021 = 4 2022 = 6 2023 = 6 Crashes Steady	247	32	---	13 angle crashes involved SB+EB vehicles, included 1 fatal. Half of the total crashes (8 of 16) occurred during the noon and 1pm hours.	In 2021 a Broadway Corridor Study was performed and recommended changing this intersection to 3/4 access. In 2022 an NDDOT study was performed (REF #4489) and also favored 3/4 access. In 2023 the city converted the intersection to 3/4 access.
West Fargo Sheyenne St & 32nd Ave	0	1	8	3	23	35	2021 = 12 2022 = 12 2023 = 11 Crashes Steady	247	33	32	There were 18 left turn crashes (2021=7, 2022=9, 2023=2). 17 total crashes (49%) occurred during non-dry conditions (9 wet, 8 ice/snow).	---
Bismarck State St & Divide Ave	0	1	5	5	45	56	2021 = 20 2022 = 17 2023 = 19 Crashes Steady	240	34	31		In 2023 PCN 20097/20098 replaced the traffic signal, added NB/SB exclusive right turn lanes, and revised EB/WB to have dual left turn lanes.
Bismarck 9th St & Arbor Ave	0	1	7	4	20	32	2021 = 10 2022 = 7 2023 = 15 Crashes Increased in 2023	238	35	---	There were 17 angle crashes (12 NB+EB, 5 NB+WB): 2021=6, 2022=2, 2023=9.	In 2023 PCN 23202 converted this intersection from signalized to two-way stop control.
Fargo 32nd Ave S & 39th St	0	0	8	8	14	30	2021 = 7 2022 = 13 2023 = 10 Crashes Peaked in 2022	238	36	20	There were 10 rear end crashes; 7 WB, 2 NB, and 1 EB.	---
Fargo 45th St & 40th Ave S	0	2	3	6	10	21	2021 = 4 2022 = 7 2023 = 10 Crashes Increased in 2023	237	37	---	There were 5 left turn crashes (inj A) and 4 angle crashes. The other inj A was a single vehicle crash.	---
Fargo 30th Ave S & 45th St S	0	1	6	6	12	25	2021 = 7 2022 = 10 2023 = 8 Crashes Steady	235	38	---	There were 5 NB to WB left turn crashes and 5 SB to EB left turn crashes.	---
Bismarck Bismarck Expwy & 7th St	0	0	6	8	42	56	2021 = 20 2022 = 18 2023 = 18 Crashes Steady	232	39	---	There were 36 rear end crashes (15 WB, 12 EB, 9 SB). 19 of 56 total crashes (34%) occurred during non-dry conditions (13 ice/snow, 6 wet).	In 2025 PCN 23741 plans to replace the traffic signals along Bis Expwy.

2021-2023 Urban High Crash Locations

23 USC § 407 Documents
NDDOT Reserves All Objections

Location	Crash Severity					Total Crashes	Total Crashes By Year	Weighted Total	Rank 2021- 2023	Prior Rank	Trends	Related Studies / Projects
	Fatal	InjA	InjB	InjC	PDO							
Bismarck Bismarck Expwy & 12th St	0	1	6	5	19	31	2021 = 10 2022 = 12 2023 = 9 Crashes Steady	231	40	41	There were 3 ped/bike crashes, all in 2023, and all in the west leg crosswalk. One involved a driver who made a SB to WB right turn on green and hit a SB pedestrian, one involved a driver who made a NB to WB left turn on flashing yellow arrow and hit a NB bicyclist, and one involved a driver making an EB to SB right turn on green and getting hit by a SB bicyclist (crossing on red).	In Nov 2022 coordination timings were revised along Bis Expwy. In 2025 PCN 23741 plans to replace the traffic signals along Bis Expwy.
Fargo Main Ave & University Dr	0	1	5	7	14	27	2021 = 7 2022 = 11 2023 = 9 Crashes Peaked in 2022	231	41	11	11 crashes were rear ends; 6 EB, 4 SB, and 1 WB. 9 occurred at dark, 1 was a pedestrian inj A.	In 2020 PCN 21170 reconstructed the intersection.
Grand Forks Columbia Rd & 17th Ave S	0	0	7	8	23	38	2021 = 11 2022 = 13 2023 = 14 Crashes Steady	230	42	---	There were 9 angle crashes (4 SB+WB, 3 SB+EB, 1 NB+WB, 1 NB+EB). 13 total crashes (34%) occurred during non-dry conditions (11 ice/snow, 2 wet). There were 6 NB to WB left turn crashes (2021=1, 2022=3, 2023=2).	---
Fargo University Dr & 8th Ave N	0	2	3	5	13	23	2021 = 9 2022 = 7 2023 = 7 Crashes Steady	229	43	---	There were 15 angle crashes; 8 SB + WB, 7 SB + EB. There were 3 pedacycle crashes; 1 inj A, 1 inj B, and 1 inj C.	---
Grand Forks Washington St & 24th Ave S	1	0	4	3	21	29	2021 = 11 2022 = 10 2023 = 8 Crashes Steady	222	44	26	There were 16 SB rear end crashes, including 1 fatal. 11 total crashes (36%) occurred during non-dry conditions (8 ice/snow, 3 wet).	---
Fargo 45th St & 9th Ave S	0	2	4	3	10	19	2021 = 6 2022 = 7 2023 = 6 Crashes Steady	221	45	34	There were 8 left turn crashes; 5 SB to EB, 2 NB to WB, 1 WB to SB. 42% (8) of the crashes occurred on ice/snow surface conditions.	---
Fargo 45th St & I-94 WB Ramps	0	1	5	5	26	37	2021 = 10 2022 = 13 2023 = 14 Crashes Steady	221	46	---	There were 20 rear end crashes; 16 WB, 2 NB, and 2 EB. There were 4 pedacycle crashes, 1 inj A.	---
Minot Broadway & Burdick Expwy	0	2	4	2	21	29	2021 = 9 2022 = 10 2023 = 10 Crashes Steady	221	47	---	There were 11 N/S left turn crashes (6 NB to WB, 5 SB to EB). 12 total crashes (42%) occurred during non-dry conditions (8 ice/snow, 4 wet).	In 2024 a city project plans to replace the traffic signal.
Bismarck State St & Interstate Ave	0	0	5	8	47	60	2021 = 17 2022 = 23 2023 = 20 Crashes Peaked in 2022	220	48	20	There were 15 NB rear end crashes (2021=6, 2022=6, 2023=3). 21 total crashes (35%) occurred during non-dry conditions (15 ice/snow, 6 wet).	In 2023 PCN 20097/20098 replaced the traffic signal, reduced SB to a single left turn lane, and increased WB to dual left turn lanes.
Bismarck State St & Weiss Ave / Harvest Lane	0	0	6	8	28	42	2021 = 16 2022 = 18 2023 = 8 Crashes Dropped in 2023	218	49	---	There were 14 SB rear end crashes and 11 NB rear end crashes. There were only 8 total crashes in 2023.	In 2023 PCN 20097/20098 replaced the traffic signal, increased NB to have dual left turn lanes, and added a NB to EB exclusive right turn lane.
Fargo Main Ave & 25th St	0	2	5	1	7	15	2021 = 5 2022 = 6 2023 = 4 Crashes Steady	213	50	---	There were 7 angle crashes, 1 inj A and a pedacycle crash, inj A. 8 crashes occurred on wet or ice/snow surface conditions.	---

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TBPLS Reg. 10194550 • TBPE Reg. F-14909 • TBPG 50617



October 25, 2023

Lance Meyer, City Engineer
City of Minot, North Dakota
lance.meyer@minotnd.gov

Circle K Store
US Highway 2 / 13th Street SE / 21st Avenue SE
City of Minot, Ward County, North Dakota
Colliers Engineering & Design Project No. 22008607A

Dear Mr. Meyer,

This Traffic Letter has been prepared as a supplemental update to the previously submitted Traffic Impact Study - Circle K Store - City of Minot, Ward County, North Dakota, prepared by Colliers Engineering & Design, dated June 23, 2023. This Traffic Letter has been prepared for Holiday Stationstores, Inc ("Applicant") in association with a proposed convenience market with fueling stations and carwash ("Project") within the City of Minot, Ward County, North Dakota.

Executive Summary

Based upon the original TIA submitted on June 23, 2023 and the additional information submitted within this Traffic Letter update, the following benefits have been identified by constructing a passenger vehicle right-in driveway along 13th Street SE for the proposed project:

- The proposed passenger vehicle right-in driveway along 13th Street SE is anticipated to reduce total delay per vehicle and stops per vehicle within the study area when compared to prohibiting 13th Street SE access and constructing a right-turn lane at 21st Avenue. Providing direct and discernible ingress access to the site reduces network delay and vehicle stops, which benefits the motoring public from a congestion and safety standpoint.
- The proposed passenger vehicle right-in driveway along 13th Street SE will help separate local primary trips traveling to/from the south from the majority of ingress commuter traffic from US 2/52. This would enhance the travel route for local motorists by reducing conflict.
- The proposed passenger vehicle right-in driveway along 13th Street SE will provide a second access to the convenience market and fuel dispensers enhancing emergency access.
- The proposed passenger vehicle right-in driveway along 13th Street SE can be designed to meet current City and State standards and can be compatible with future city improvements along 13th Street SE (by others). Trucks can be physically restricted from accessing the 13th Street SE passenger vehicle right-in driveway and destination signs can be implemented to route trucks to 21st Avenue SE. Trucks will have dedicated ingress and egress access points on 21st Avenue SE.

Introduction

This Traffic Letter has been prepared for Holiday Stationstores, Inc ("Applicant") in association with a proposed convenience market with fueling stations and carwash ("Project") within the City of Minot, Ward County, North Dakota. The site is currently undeveloped. The Applicant proposes to construct a 5,650 SF convenience store and gas station with 14 vehicle fueling positions, 4 truck fueling positions and an ancillary car wash. Please note, the anticipated land use is a convenience store and gas station, not a truck stop. Trucking facilities such as showers and overnight stays will not be provided. The site is bounded by 13th Street SE to the east, 21st Avenue SE to the south, and U.S. Highway 2/52 to the north. The site is located within the Commercial (C-2) Zoning District. A site location map is **enclosed**.

One (1) right-in-only passenger vehicle driveway with a deceleration lane is proposed along 13th Street SE southbound. One (1) full-movement driveway for passenger vehicles and bi-furcated ingress and egress truck access driveways are proposed along 21st Avenue SE. The proposed Conceptual Site Plan is **enclosed**.

Previous Study, Meetings and Additional Information

The original Traffic Impact Study - Circle K Store - City of Minot, Ward County, North Dakota, prepared by Colliers Engineering Design was prepared on June 23, 2023 and then submitted to the City of Minot. The TIS was forwarded to NDDOT by the City on June 28, 2023. Colliers Engineering & Design was in receipt of the City and NDDOT comments on July 21, 2023.

The City of Minot, NDDOT, the Applicant and Colliers Engineering & Design, met virtually on July 26, 2023 to discuss the joint review. At that time, additional information was requested in support of the right-turn-in only passenger vehicle driveway along 13th Street SE southbound. An in-person meeting was held at the Minot City Hall building on Friday, September 1, 2023 between the City of Minot, NDDOT, the Applicant Project Team, and Colliers Engineering & Design. The following additional information and analyses were requested in support of the right-turn-in only passenger vehicle driveway along 13th Street SE southbound:

- Compare traffic operations with a right-in access on 13th Street to having a 13th Street right-turn deceleration lane at 21st Avenue.
- Overall assessment of traffic operations when separating ingress traffic flow (primary traffic would enter at 13th Street with right-in access) from egress traffic flow.
- On-site circulation and conflict assessment.
- Review corner clearances, offsets, and traffic functional area of proposed right-in access off of 13th Street with regard to the traffic signal at US 2 & 13th Street.
- Emergency access.
- Right-in access driveway design.
- Truck signing and routing.
- Driveway Compatibility with Future Improvements:
 - Future 13th Street northbound left-turn bay at US 2.
 - Shared-use path considerations.

Delay Analysis Comparison of Driveway Options

The 2025 Build condition AM and PM peak hour traffic operations within the overall study area and along the 13th Street SE corridor was reviewed. The traffic operational analysis compared a scenario with the passenger vehicle right-in driveway along 13th Street SE to a scenario where 13th Street SE access is prohibited and a 13th Street SE right-turn lane at 21st Avenue is constructed. The analyses were performed using the latest version of *Synchro Trafficware*, a traffic analysis and simulation program.

From an isolated capacity standpoint, constructing a 13th Street SE southbound right-turn deceleration lane either at the proposed right-in access or at 21st Avenue will provide similar capacity supporting the demand. However, by getting traffic into the site in advance at a right-in driveway on 13th Street and not circuitously sending ingress trips south to 21st Avenue and then into the site where the egress traffic is exiting, the total delay per vehicle and stops per vehicle are significantly improved. **Table 1** summarizes the total delay per vehicle and stops per vehicle within the overall network and 13th Street SE corridor. The capacity analysis worksheets are **enclosed**.

Table 1 – Level of Service Summary

Location	Measure of Effectiveness	2025 Build w/ 13 th Street SE Right-In Access		2025 Build w/o 13 th Street SE Right-In Access		% Improvement with proposed Right-In Access	
		AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
13 th Street SE Corridor	Total Delay / Veh (s/v)	10	10	15	17	33%	70%
	Stops / Veh	0.24	0.23	0.37	0.38	35%	39%
Overall Study Area	Total Delay / Veh (s/v)	15	18	18	21	17%	14%
	Stops / Veh	0.41	0.41	0.49	0.52	16%	21%

External and Internal Reduction in Conflicts

Reduction in External Conflicts

This ingress right-in only driveway will service the majority of trips into this site. In the build condition, the right-turn lane will service 129 ingress trips and 125 ingress trips during the Weekday AM and PM peak hours, respectively. The right-in driveway will service 81% of the entering passenger vehicles trips during the AM and PM peak hours. The proposed right-in driveway on 13th Street SE will significantly enhance the traffic operations at the intersection of 13th Street SE & 21st Avenue SE when compared to a build condition without the right-in driveway. Without the right-in driveway, all ingress traffic would have to traverse to 21st Avenue SE. The proposed 13th Street SE southbound right-in driveway eliminates 129 AM peak hour trips and 125 PM peak hour trips from having to traverse the intersection of 13th Street SE & 21st Avenue SE. This reduces the peak hour demand and enhances operations at the intersection of 13th Street SE & 21st Avenue SE.

The 21st Avenue passenger vehicle driveway will service 159 egress trips and 154 egress trips during the Weekday AM and PM peak hours, respectively. With the 129 ingress trips and 125 ingress trips entering from 13th Street, the majority of ingress and egress trips are separated, and the traffic flows have minimal conflict with one another. By sending ingress trips south to 21st Avenue and then into the site where the egress traffic is exiting, the ingress and egress traffic are funneled to one passenger vehicle access point increasing conflict points. Separating the ingress and egress traffic flows of the site enhances a vehicles ability to safely exit onto 21st Avenue from the 21st Avenue passenger vehicle driveway.

Furthermore, the proposed passenger vehicle right-in driveway along 13th Street SE will help separate local primary trips traveling to/from the south from the majority of ingress commuter traffic from US 2/52. This would enhance the travel route for local motorists by reducing conflict.

Reduction in Internal Conflicts

The primary on-site internal intersection is a four-leg intersection providing access towards parking and the fuel dispensers. The internal intersection is located approximately 60' north of 21st Avenue. By providing a secondary access, the ingress traffic can be distributed more proportionally on-site reducing the conflicts and traffic density at the internal on-site intersection. Without the right-turn into the site from 13th Street, all entering and exiting movements will traverse through the four-leg intersection on-site, which would potentially increase on-site conflicts 60' north of 21st Avenue.

13th Street SE Right-In Proximity to US 2/52

There is approximately 300' between the proposed right-in access on 13th Street to US 2/52. The following sections assess the offset.

Deceleration Lane

This ingress right-in only driveway will include a deceleration lane. The right-turn lane lengths will meet NDDOT standards, which includes a 96' taper and a 75' deceleration length (171' total). The opportunity for a deceleration lane at the proposed right-in driveway on 13th Street SE southbound will allow ingress maneuvers to decelerate separate from the 13th Street SE southbound through volumes. The traffic flow along 13th Street SE southbound and the traffic interaction with the traffic signal will be enhanced with a dedicated 13th Street SE deceleration lane at the right-in access point.

City of Minot Corner Clearance to US 2/52

The City of Minot utilizes the MNDOT corner clearance requirements for their offsets. A corner clearance of 225' is required by the City of Minot.

NDDOT Intersection Functional Area

The NDDOT Traffic Operation Manual was referenced to determine the downstream functional area needed from US 2/52 to the proposed right-in access on 13th Street SE. The NDDOT Traffic Operations Manual states:

"The functional area downstream of an intersection consists of enough distance for drivers to accelerate back up to speed if they were previously stopped and should be at least as long as the stopping sight distance for the roadway."

With a posted speed limit of 30mph, the AASHTO stopping sight distance along 13th Street SE is 200'. The functional area downstream of US 2/52 on 13th Street is 200.'

Right-In Driveway Queueing

There will be no stop condition once vehicles have entered the site from 13th Street SE. There will be no traffic control delay or queueing caused by traffic control. By separating ingress and egress traffic between two passenger vehicle access points, internal traffic is better dispersed on-site reducing on-site conflicts and potential for queue spill backs. In a later section, truck routing is discussed to physically prohibit and to properly communicate that the 13th Street SE access is for passenger vehicles only.

13th Street Access Proximity Summary

The deceleration lane can be constructed to NDDOT standards. Vehicles entering the site will utilize the deceleration lane and not impede the 13th Street SE Southbound through traffic flow. The 300' offset from US 2/52 to the proposed right-in driveway exceeds both the City corner clearance the NDDOT Intersection Functional Area requirements. The proposed access is right-in only and no stop control is proposed immediately on-site, therefore, no traffic control delay is anticipated. The results of the proximity analysis area summarized in **Table 2** below.

Table 2 – Proposed 13th Street SE Right-In Access Proximity Assessment

Distance between proposed 13 th Street SE Right-In Driveway to US 2/52	Right-Turn Deceleration Length Required	City of Minot Corner Clearance Requirement	NDDOT Intersection Functional Area Requirement	Does the 13 th Street SE Right-In Driveway Proximity to US 2/52 meet City & State Requirements
300'	171'	225'	200'	YES

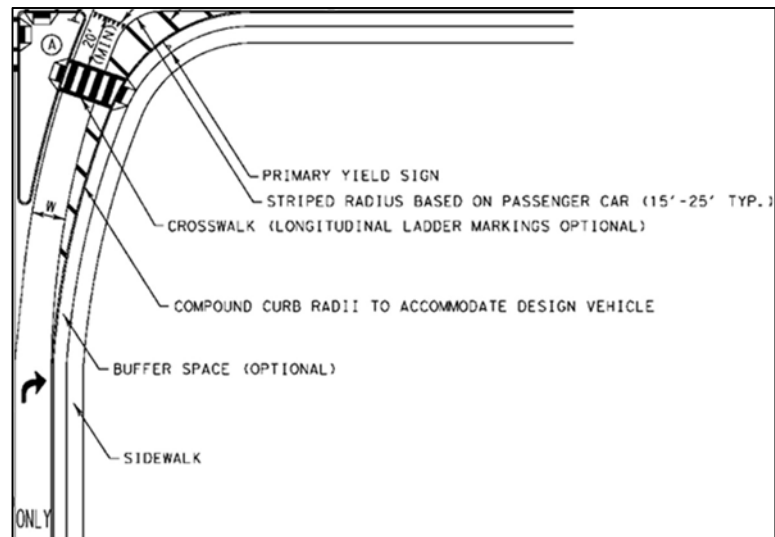
Emergency Access, Driveway Design and Truck Routing

Emergency Access

Although the site proposes one full-movement driveway and bi-furcated ingress and egress truck access driveways along 21st Avenue SE, only the full-movement driveway provides paved access to convenience store and passenger vehicle fueling dispensers. The 13th Street SE right-in access will provide a secondary point of access to the convenience store and passenger vehicle fueling dispensers. Secondary points of access provide a significant safety benefit for emergency response.

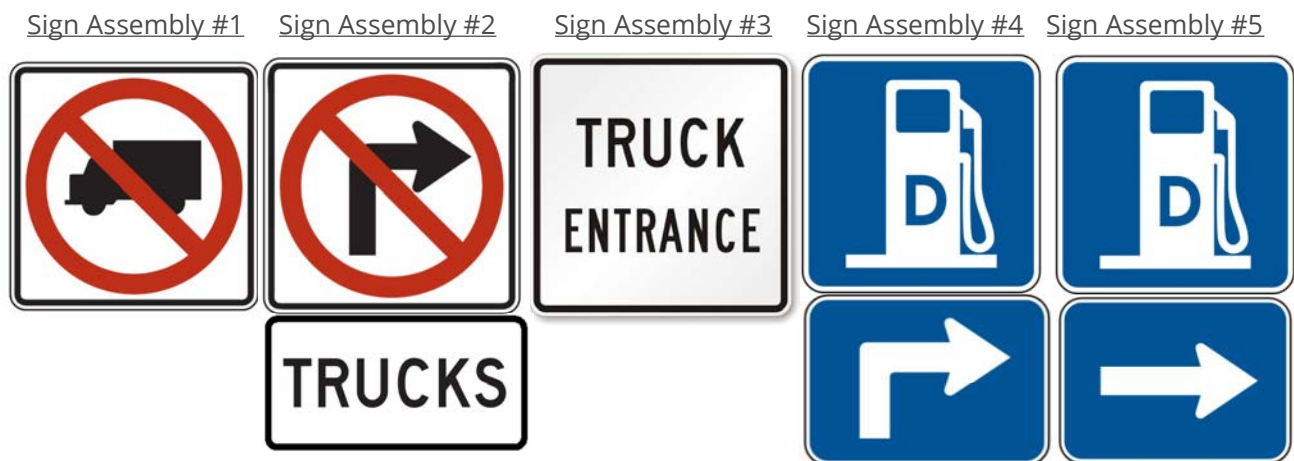
Driveway Design

Driveway channelization can be implemented with both striping and physical curb to physically delineate that the right-in driveway on 13th Street SE is for passenger vehicles only. Many state DOTs are using 75 degrees to 55 degrees for right-turn channelization rather than 45 degrees. This provides enhanced line of sight for pedestrians and motorists. An example of this type of channelization is shown on the inset detail and can be implemented at the 13th Street SE right-in driveway.



Truck Signing

The proposed passenger vehicle right-in driveway along 13th Street SE will be delineated with striping and channelization. It is recommended to implement truck restriction sign assemblies (Sign Assembly #1 and #2) at the passenger vehicle right-in driveway along 13th Street SE. It is recommended to implement the Truck Entrance Sign (Sign Assembly #3) at the 21st Avenue SE diesel/truck access point. Sign Assemblies # 4 and #5 are recommended to provide directions for trucks looking to obtain diesel fuel to turn right from 13th Street SE southbound to 21st Avenue SE westbound and then to turn into the 21st Avenue SE ingress truck access. Examples of the sign assemblies are detailed below.



Driveway Compatibility with Future Improvements by Others

The proposed right-in driveway and existing shared-use path can be shifted closer into the site to allow future improvements (by others) at the intersection of US Hwy 2 & 13th Street SE. Should the proposed 13th Street SE right-in access be permitted, the Applicant can coordinate with the City regarding right-of-way and a shared-use path (sidewalk) easement on-site to support the City's envisioned future growth. An exhibit illustrating the ability to construct a right-in driveway and shift over the existing shared-use path along 13th Street SE southbound to support the City's future improvements at US Hwy 2 & 13th Street is **enclosed**.

Summary

The Applicant proposes to construct a 5,650 SF convenience store and gas station with 14 vehicle fueling positions, 4 truck fueling positions and an ancillary car wash. The anticipated land use is a convenience store and gas station, not a truck stop. Trucking facilities such as showers and overnight stays will not be provided.

Based upon the original TIA submitted on June 23, 2023 and the additional information submitted in this letter, the proposed passenger vehicle right-in driveway along 13th Street SE is anticipated to reduce total delay per vehicle and stops per vehicle within the study area when compared to prohibiting 13th Street SE access and constructing a right-turn lane at 21st Avenue. Providing direct and discernible ingress access to the site reduces network delay and vehicle stops, which benefits the motoring public from a congestion and safety standpoint.

The proposed passenger vehicle right-in driveway along 13th Street SE will help separate local primary trips traveling to/from the south from the majority of ingress commuter traffic from US 2/52. This would enhance the travel route for local motorists by reducing conflict.

A proposed passenger vehicle right-in driveway along 13th Street SE provides external and internal traffic flow benefits and is offset far enough south of US 2/52 to meet current Minot corner clearance requirements, NDDOT intersection functional area requirements, and deceleration length requirements.

The right-in driveway will provide a second access to the convenience market and fuel dispensers enhancing emergency access. The right-in passenger driveway can be designed appropriately to discourage delivery and fuel truck use. Trucks will have dedicated ingress and egress access points on 21st Avenue SE.

The proposed right-in driveway and existing shared-use path can be shifted closer into the site to allow future improvement by others at the intersection of US Hwy 2 & 13th Street SE. Should the proposed 13th Street SE right-in access be permitted, the Applicant can coordinate with the City regarding right-of-way and a shared-use path (sidewalk) easement on-site to support the City's envisioned future growth (by others).

Should you have any additional questions, please contact this office.

Sincerely,

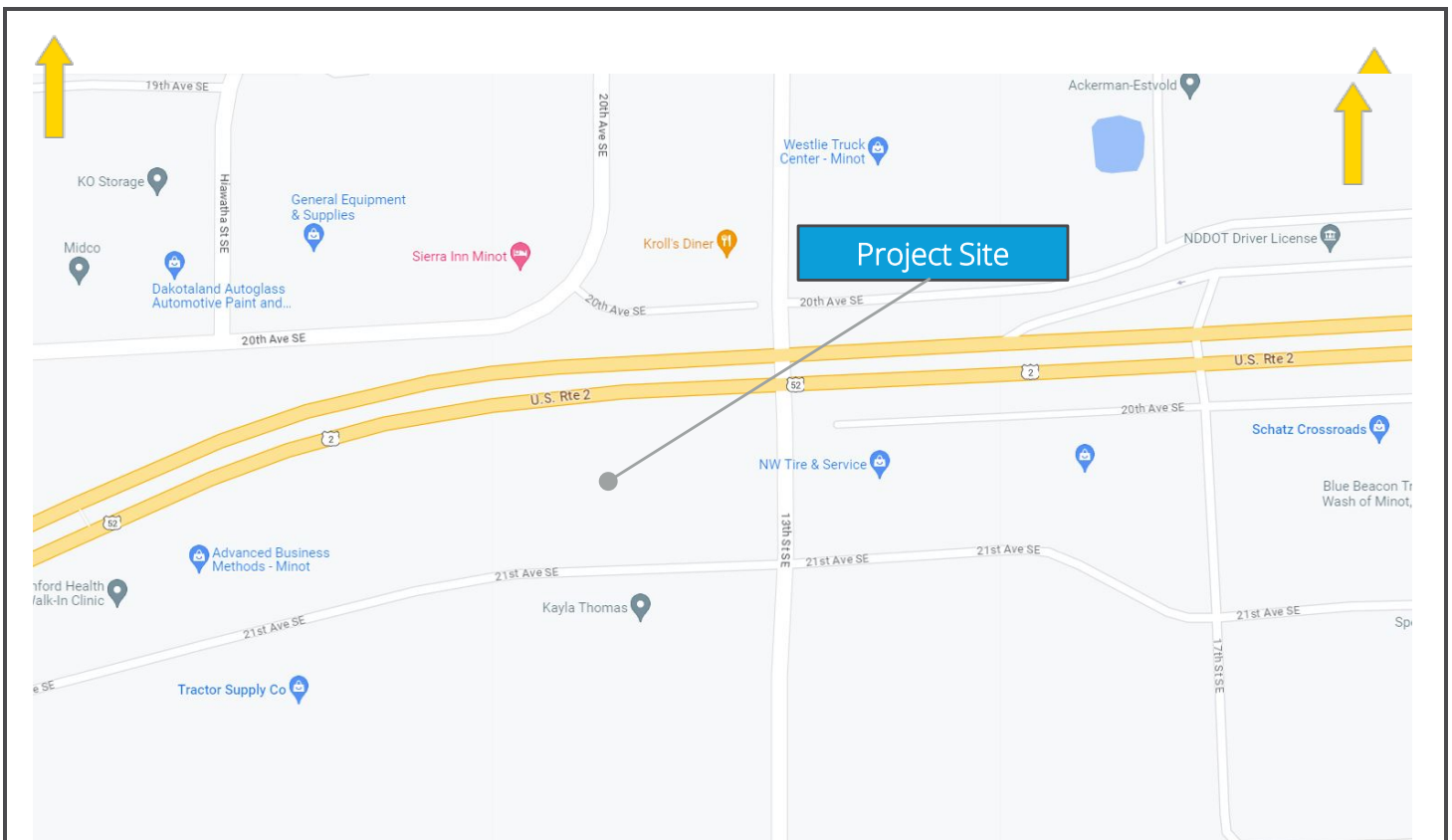
Colliers Engineering & Design, Inc.



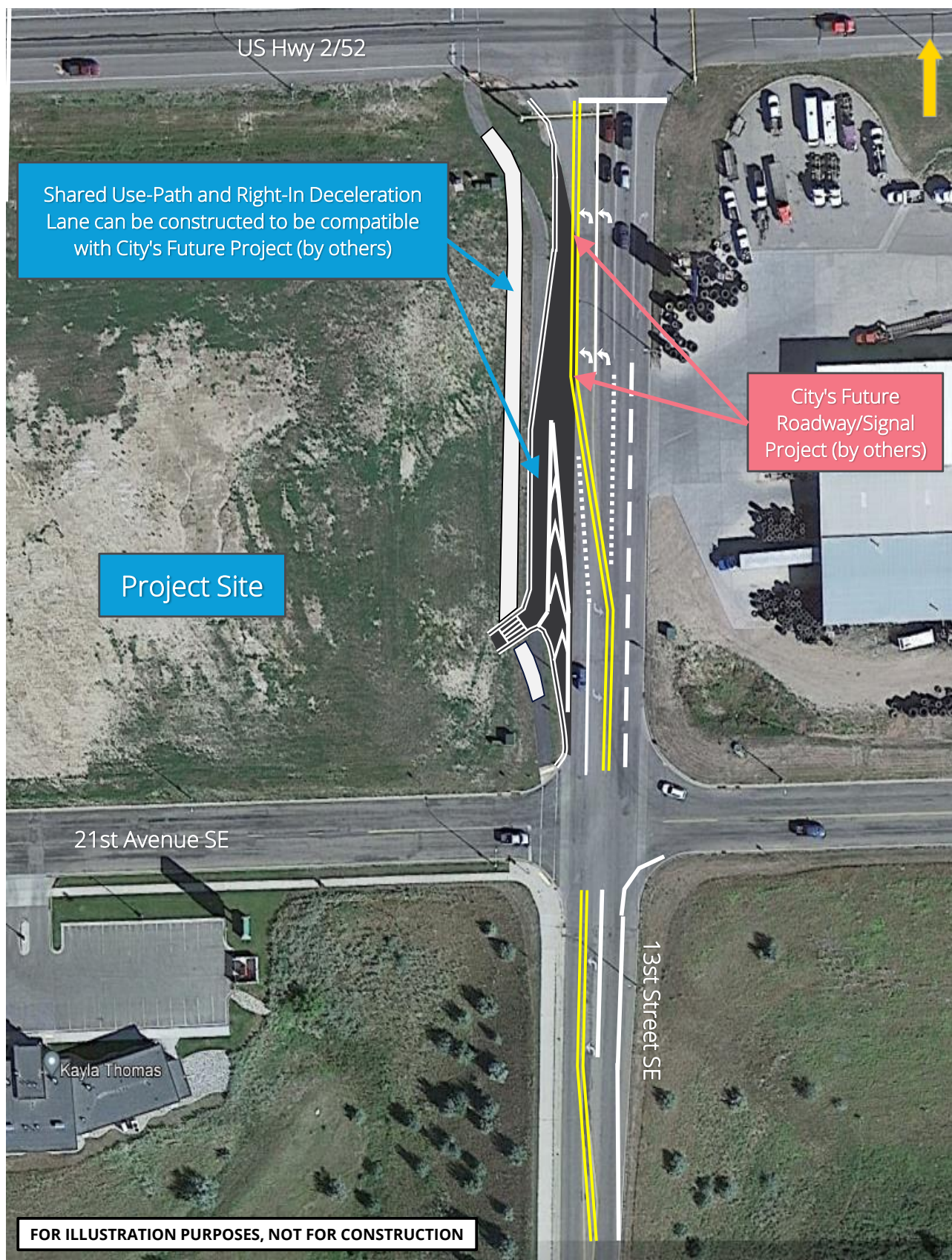
Nicholas Aiello, PE, PTOE, PTP
Department Manager

cc: Harold Stewart, Minot City Manager
Stephen Joersz, Minot Traffic Engineer
Justin Schlosser, NDDOT Traffic Operations Engineer
Korby Seward, NDDOT Minot District Engineer
Jim Goeppner, Holiday Stationstores, Inc
John Coughlin, Coughlin Inc.
Jill Duemeland, Duemelands Commercial Real Estate
Richard Blasey, Colliers Engineering & Design

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 Engineering & Design	Holiday Stationstores, Inc.		Figure 1
	Project No. 22008607A		
	City of Minot, Ward County, North Dakota		Site Location Map



 Engineering & Design	Traffic Impact Study - Circle K Minot		Access Compatibility with Future Improvements by Others
	Project No. 23008607A		
	City of Minot, Ward County, North Dakota		

13th Street SE

Direction	NB	SB	All
Total Delay / Veh (s/v)	11	8	10
Stops / Veh	0.26	0.22	0.24
Performance Index	6.5	3.1	9.7

Network Totals

Number of Intersections	6
Total Delay / Veh (s/v)	15
Stops / Veh	0.41
Performance Index	27.5

13th Street SE

Direction	NB	SB	All
Total Delay / Veh (s/v)	10	10	10
Stops / Veh	0.23	0.24	0.23
Performance Index	4.7	5.7	10.5

Network Totals

Number of Intersections	6
Total Delay / Veh (s/v)	18
Stops / Veh	0.41
Performance Index	34.8

13th Street SE

Direction	NB	SB	All
Total Delay / Veh (s/v)	18	11	15
Stops / Veh	0.41	0.32	0.37
Performance Index	6.5	3.1	9.7

Network Totals

Number of Intersections	5
Total Delay / Veh (s/v)	18
Stops / Veh	0.49
Performance Index	27.2

13th Street SE

Direction	NB	SB	All
Total Delay / Veh (s/v)	17	17	17
Stops / Veh	0.38	0.38	0.38
Performance Index	4.7	5.7	10.5

Network Totals

Number of Intersections	5
Total Delay / Veh (s/v)	21
Stops / Veh	0.52
Performance Index	33.8

Traffic Impact Study

June 23, 2023

Circle K Store

City of Minot, Ward County, North Dakota

Prepared for:

Holiday Stationstores, LLC
4567 American Boulevard West
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Prepared by:



Nicholas D. Aiello, P.E., PTOE, PTP
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Project No. 22008607A

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Appendices

Appendix A	Traffic Figures
Appendix B	Traffic Data
Appendix C	Trip Generation
Appendix D	Capacity Analysis

Introduction

The following report has been prepared for Holiday Stationstores, Inc ("Applicant") in association with a proposed convenience market with fueling stations and carwash ("Project") within the City of Minot, Ward County, North Dakota. The site is currently undeveloped. The Applicant proposes to construct a 5,650 SF convenience store and gas station with 14 vehicle fueling positions, 4 truck fueling positions and an ancillary car wash. The site is bounded by 13th Street SE to the east, 21st Avenue SE to the south, and U.S. Highway 2/52 to the north. The site is located within the Commercial (C-2) Zoning District. A site location map is included as **Figure 1 in Appendix A.**

One (1) right-in-only passenger vehicle driveway with a deceleration lane is proposed along 13th Street SE southbound. One (1) full-movement driveway for passenger vehicles and bi-furcated ingress and egress truck access driveways are proposed along 21st Avenue SE. The proposed Conceptual Site Plan is provided as **Figure 2 in Appendix A.**

This study presents an evaluation of the current and future traffic conditions in the vicinity of the Project. Specific elements included in this study are:

- An inventory of the roadway facilities in the vicinity of the Project, including the existing physical and traffic operating characteristics;
- Determination of the Existing Conditions;
- Site Generated Trips as described in the ITE *Trip Generation Manual, 11th Edition*;
- Trip Distribution and Assignment;
- Turn Lane Warrant Analysis;
- Forecast of the 2025 No-Build Traffic Volumes;
- Peak Hour Capacity Analysis for the 2025 No-Build Conditions;
- Forecast of the 2025 Build Traffic Volumes;
- Peak Hour Capacity Analysis for the 2025 Build Conditions;
- Site Access and Queueing Assessment; and
- Summary and Conclusions.

Existing Roadway Conditions

A field investigation was conducted adjacent to the project site to obtain an inventory of existing roadway conditions, posted traffic controls, adjacent land uses, lane configurations, and existing vehicular/pedestrian traffic patterns.

Roadways

(U.S. Highway 2/52) is an east-west oriented principal arterial roadway under jurisdiction of the North Dakota Department of Transportation (NDDOT). The roadway provides two (2) travel lanes in each direction separated by a grass median. The posted speed limit is 50 mph.

13th Street SE is a north-south oriented minor arterial roadway under jurisdiction of the City of Minot. The roadway provides one (1) travel lane in each direction with a posted speed limit of 30 mph.

21st Avenue SE is an east-west oriented collector roadway under jurisdiction of the City of Minot. The roadway provides one (1) travel lane in each direction with a posted speed limit of 25 mph.

Signalized Intersections

(U.S. Highway 2/52) & 13th Street SE is a signalized four-leg intersection operating with four phases under the jurisdiction of NDDOT. The first phase is the U.S. Highway 2/52 eastbound/westbound lead lefts (protected/permitted), the second phase is the U.S. Highway 2/52 eastbound/westbound ROW, the third phase is the 13th Street SE northbound/southbound lead lefts (protected/permitted), and the fourth phase is the 13th Street SE northbound/southbound ROW. U.S. Highway 2/52 eastbound and westbound both provide one (1) dedicated left-turn lane that are channelized with positive offsets, two (2) dedicated through lanes, and one (1) dedicated right-turn lane. 13th Street SE northbound and southbound both provide one (1) dedicated left-turn lane, one (1) dedicated through lane, and one (1) dedicated right-turn lane. The traffic signal timing printout is provided in **Appendix B**.

Unsignalized Intersections

13th Street SE & 21st Avenue SE is an unsignalized four-leg intersection with the eastbound and westbound approaches of 21st Avenue SE under stop-control. 13th Street SE northbound and southbound both provide one (1) dedicated left-turn lane and one (1) shared through/right-turn lane. 13th Street SE eastbound and westbound both provide one (1) shared lane for all turning movements.

Existing Traffic Conditions

Traffic volume data was collected within the study area to gain an understanding of the existing roadway conditions and operations through turning movement counts (“TMC”) conducted on Wednesday, November 16, 2022, from 7:00 AM to 7:00 AM at the intersection of U.S. Highway 2/52 & 13th Street SE and on Wednesday, April 12, 2023 from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM at the intersection of 13th Street SE & 21st Avenue SE. The data collection efforts are detailed in **Table 1**. The processed TMC data is provided in **Appendix B**.

Table 1 – Data Collection Efforts and Established Network Peak Hours

Peak Period	Date Collected	Traffic Count Time Frame	Established Network Peak Hour
Weekday Morning	Wednesday, November 16, 2022 & Wednesday, April 12, 2023	7:00 AM – 9:00 AM	7:30 AM – 8:30 AM
Weekday Evening		4:00 PM – 6:00 PM	4:30 PM – 5:30 PM

The TMC data was balanced in an upward fashion between the two (2) intersections to provide a conservative analysis. A Volume Flow Diagram illustrating the 2023 Existing Conditions is provided as **Figure 3** in **Appendix A**.

Trip Generation and Distribution

Trip Generation

The site generated trips associated with the proposed development were estimated in accordance with standard methodology found within the Institute of Transportation Engineers' (ITE) publication, *Trip Generation Manual, 11th Edition* utilizing data published under Land Use Code 945 – Convenience Store/Gas Station – VFP (12-15). Passenger vehicle trips were generated using the gross floor area of the convenience market. This ITE publication sets forth trip generation rates based on traffic counts conducted at research sites throughout the country.

Passenger Vehicle Pass-By Trips

A pass-by trip is defined by ITE as a trip that is made as an intermediate stop while traveling to the primary trip destination without route diversion. The identification of pass-by trips is important to traffic analysis, as pass-by trips are counted as part of the existing traffic volumes. As a result, the trip is not "new" to the roadway network; it already existed prior to the development being constructed. However, pass-by trips do not reduce the trip generation at the site access.

Within the ITE Trip Generation User's Guide and Handbook, pass-by rates have been established for individual land uses. These rates are published as a percentage of the total site generated traffic. They are based on numerous site studies where surveys were conducted to determine if the trip was a primary destination or intermediate stop. For Land Use Code 945 – Convenience Store/Gas Station, ITE provides pass-by rates of 76% during both the weekday morning and evening peak hours. This percentage was applied to the overall trip generation to forecast the passenger vehicle pass-by trips.

Truck Pass-By Trips

The amount of pass-by site generated trips that will be trucks is anticipated to be proportional to the amount of heavy vehicles on Route 2/52. Therefore, the existing traffic volumes along Route 2/52 were reviewed to determine the appropriate truck pass-by trip generation. Approximately 10% of the U.S. Highway 2/52 average daily traffic (ADT) is heavy vehicles. As such, an additional 10% of pass-by trips was added to the total site generated trips to conservatively forecast the truck traffic generated by the truck fueling areas.

Table 2 provides a summary of the site generated trips by trip type. The trip generation worksheets are provided in **Appendix C**.

Table 2 – Site Generated Trips

ITE Land Use	Size	Trip/Vehicle Type	AM Peak			PM Peak		
			Enter	Exit	Total	Enter	Exit	Total
LUC 945 - Convenience Store/Gas Station - VFP (12-15)	5,650 SF 14 VFP, 4 TFP	Passenger Vehicle Trips	160	159	319	154	154	308
		Passenger Vehicle Primary Trips (24% AM/PM)	39	38	77	37	37	74
		Passenger Vehicle Pass-By Trips (76% AM/PM)	121	121	242	117	117	234
		Truck Trips (10% of Total Passenger Vehicle Pass-By Trips)	+12	+12	+24	+11	+11	+22
Total Pass-By Trips (Passenger Vehicles + Trucks)			133	133	266	128	128	256
Total Trips (Passenger Vehicles + Trucks)			172	171	343	165	165	330

Trip Distribution

Trip distribution methodology is developed based on a variety of factors. These factors include the existing travel patterns within the adjacent roadway network, adjacent land uses, proposed land uses, development locations, driveway locations, and the proximity of major arterials within the project vicinity.

Primary Trip Distribution

The following trip distribution pattern was established for primary trips based upon a review of the existing roadway volumes, adjacent land uses, and proposed driveway configurations:

- To/From U.S. Highway 2/52 Business, West of Site – 30%;
 - 10% entering to the site from 6th Street SE SB and 21st Avenue EB
 - 20% entering to the site from 13th Street SE SB
 - 30% exiting from the site to 21st Avenue EB and then 13th Street SE NB
- To/From U.S. Highway 2/52 Business, East of Site – 40%;
- To/From 21st Avenue SE, West of Site – 10%;
- To/From 13th Street SE, North of Site – 10%; and
- To/From 13th Street SE, South of Site – 10%.

Volume Flow Diagrams illustrating the Passenger Vehicle Primary Trip Distribution and Site Generated Trips are provided as **Figures 4 and 5** in **Appendix A**.

Passenger Vehicle Pass-By Trip Distribution

The following trip distribution pattern was established for pass-by trips based upon a review of the existing roadway volumes, adjacent land uses, and anticipated commuter travel patterns:

- U.S. Highway 2/52 Business Eastbound – 50%; and
 - 15% entering the site from 6th Street SE SB and 21st Avenue EB
 - 35% entering the site from 13th Street SE SB
 - 50% exiting from the site to 21st Avenue EB and then 13th Street SE NB
- U.S. Highway 2/52 Business Westbound – 50%.
 - 50% entering the site from 13th Street SE SB
 - 15% exiting the site from 21st Avenue WB and 6th Street SE NB
 - 35% exiting from the site to 21st Avenue EB and then 13th Street SE NB

Truck Pass-By Trip Distribution

The following trip distribution pattern was established for pass-by trips based upon a review of the existing roadway volumes, adjacent land uses, and anticipated truck travel patterns:

- U.S. Highway 2/52 Business Eastbound – 50%; and
 - 15% entering the site from 6th Street SE SB and 21st Avenue EB
 - 35% entering the site from 13th Street SE SB
 - 50% exiting from the site to 21st Avenue EB and then 13th Street SE NB
- U.S. Highway 2/52 Business Westbound – 50%.
 - 50% entering the site from 13th Street SE SB
 - 50% exiting from the site to 21st Avenue EB and then 13th Street SE NB

Volume Flow Diagrams illustrating the Passenger Vehicle Pass-By Trip Distribution and Site Generated Trips are provided as **Figures 6 and 7** in **Appendix A**. Volume Flow Diagrams illustrating the Truck Pass-By Trip Distribution and Site Generated Trips are provided as **Figures 8 and 9** in **Appendix A**. Volume Flow Diagrams illustrating the Total Pass-By Site Generated Trips is provided as **Figure 10** in **Appendix A**. A Volume Flow Diagram illustrating the Total Site Generated Trips is provided as **Figure 11** in **Appendix A**.

Future Traffic Conditions

To determine the traffic impact of the proposed development, an estimation of the operational traffic characteristics at the Build date, without the construction of the Project (or “No-Build” condition), is made. The existing volumes have been projected to the build year of 2025.

Background Growth

A general background rate of 2.50% was estimated based on traffic volume data published on the NDDOT Transportation Information Map. The growth rate was applied to the transient traffic volumes within the study area to account for general increases in traffic due to regional population and employment growth by the build year.

Adjacent Developments

Colliers Engineering & Design contacted the City of Minot to determine if there are any planned or approved developments within the vicinity of the study area. It was determined there are currently no such developments.

2025 No-Build Conditions

The 2025 No-Build traffic volumes were forecasted by applying the background growth rate to the existing traffic volumes. A Volume Flow Diagram illustrating the 2025 No-Build Conditions is provided as **Figure 12** in **Appendix A**.

2025 Build Conditions

The 2025 Build traffic volumes were forecasted by adding the site generated traffic to the 2025 No-Build traffic volumes within the roadway network. A Volume Flow Diagram illustrating the 2025 Build Conditions is provided as **Figure 13** in **Appendix A**.

Turn Lane Warrant Analysis

Right-Turn Lane Warrant Analysis

A right-turn lane warrant analysis was conducted at the proposed right-in driveway along 13th Street SE southbound. Based upon the NDDOT Traffic Operations Manual, a right-turn lane warrant on a roadway with a posted speed limit under 50mph is at the discretion of engineering judgement. Based upon NDDOT traffic count data, 13th Street SE has an existing AADT of 6,470. In the build condition, the right-turn will service 129 trips and 125 trips during the Weekday AM and PM peak hours, respectively. Additionally, there is adequate spacing along 13th Street SE southbound between U.S. Highway 2/52 and 21st Avenue SE to install a NDDOT compliant right-turn lane. To promote efficient traffic flow and have the ingress deceleration to occur separate from the 13th Street SE through lane, a right-turn lane into the site is recommended. Based upon the NDDOT roadway design manual, the right-turn lane should have a 96' taper and a 75' deceleration length (171' total).

HCM Capacity Analysis

The peak hour traffic operations within the project vicinity were evaluated at the study intersections. The analyses were performed using the latest version of *Synchro Trafficware*, a traffic analysis and simulation program. The results of these analyses provide Levels of Service ("LOS"), volume/capacity descriptions, and average seconds of delay for the intersection movements.

The efficiency with which an intersection operates is a function of volume and capacity. The capacity of an intersection is the volume of vehicles it can accommodate during a given time period. LOS is a qualitative measure describing operational conditions within a traffic stream in terms of traffic characteristics, such as freedom to maneuver, traffic interruption, comfort, and convenience. Six (6) LOS are defined for each type of facility with analysis procedures available. Levels of Service range from "A" through "F," with Level "A" representing excellent conditions with no delays, and failure and deficient operations denoted by Level "F." The HCM LOS criteria for signalized and unsignalized intersections are summarized in **Table 3**.

Table 3 – HCM LOS/Delay Criteria

Level of Service	Average Control Delay (sec/veh)	
	Signalized Intersections	Unsignalized Intersections
A	≤ 10	≤ 10
B	> 10 – 20	> 10 – 15
C	> 20 – 35	> 15 – 25
D	> 35 – 55	> 25 – 35
E	> 55 – 80	> 35 – 50
F	> 80	> 50

The Levels of Service for the 2025 No-Build and 2025 Build conditions are detailed in **Table 4**. The capacity analysis calculation worksheets are provided in **Appendix D**.

Table 4 – Level of Service Summary

Intersection	Movement		2025 No-Build				2025 Build			
			AM Peak		PM Peak		AM Peak		PM Peak	
			LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
U.S. Highway 2/52 (EB/WB) & 13 th Street SE (NB/SB)	EB	L	C	20.1	C	20.3	C	21.2	C	22.0
		T	C	25.8	C	26.4	C	27.9	C	29.1
		R	C	21.1	C	21.5	C	25.0	C	25.7
	WB	L	B	19.8	C	20.2	C	23.9	C	25.6
		T	C	25.9	C	26.1	C	25.2	C	26.5
		R	C	22.2	C	20.8	C	22.7	C	21.9
	NB	L	C	22.1	C	23.6	C	27.9	C	27.2
		T	C	31.5	C	29.4	C	31.2	C	29.0
		R	C	24.4	C	27.6	C	26.7	C	30.1
	SB	L	C	23.3	C	22.3	C	23.4	C	22.4
		T	C	29.4	C	32.5	C	29.6	C	34.7
		R	C	26.4	C	25.6	C	26.5	C	27.0
	Overall		C	25.5	C	25.9	C	26.6	C	27.7
21 st Avenue (EB/WB) & 13 th Street SE (NB/SB)*	EB	LTR	c	20.6	d	26.9	f*	59.4*	f*	94.2*
	WB	LTR	c	15.3	c	15.3	c	15.5	c	15.3
	NB	L	a	7.9	a	8.4	a	8.0	a	8.4
	SB	L	a	8.4	a	8.0	a	8.5	a	8.0
21 st Avenue (EB/WB) & Eastern Site Driveway (SB)	EB	L	-	-	-	-	a	7.4	a	7.4
	SB	LR	-	-	-	-	b	10.6	b	11.0
21 st Avenue (EB/WB) & Western Truck Site Driveway (SB)	SB	LR	-	-	-	-	b	10.5	b	11.0

Note: Uppercase indicates signalized intersections; lowercase indicates unsignalized intersections.

*Mitigation is recommended at the intersection of 21st Avenue (EB/WB) & 13th Street SE (NB/SB).

U.S. Highway 2/52 & 13th Street SE

2025 No-Build Analysis

Under the No-Build condition, all intersection movements will operate at Levels of Service "C" or better during both peak hours studied. The intersection will operate at an overall Level of Service "C" during both peak hours studied.

2025 Build Analysis

Under the Build condition, all intersection movements will continue to operate at or near No-Build Levels of Service during both peak hours studied. The intersection will continue to operate at an overall Level of Service "C" during both peak hours studied.

13th Street SE & 21st Avenue SE

2025 No-Build Analysis

Under the No-Build condition, all intersection movements will operate at Levels of Service "D" or better during both peak hours studied.

2025 Build Analysis

Under the Build condition, all intersection movements will continue to operate at or near No-Build Levels of Service during both peak hours studied, with the exception of the eastbound approach which will experience delays during both peak hours studied. Mitigation is recommended to support acceptable traffic operations.

Proposed Mitigation

Mitigation is proposed at the intersection of 13th Street SE & 21st Avenue SE to support acceptable traffic operation in the build condition. The existing 13th Street SE northbound approach has a dedicated left-turn lane and an oversized shared through/right-turn lane. The oversized lane is 24' wide, which is twice as wide as a typical travel lane. It is proposed to restripe the northbound approach of 13th Street SE to provide one (1) dedicated left-turn lane, one (1) dedicated through lane, and one (1) shared through/right-turn lane.

This proposed mitigation is conducive to the traffic flow along 13th Street. Based upon the observed turning movement traffic counts, there is a relatively balanced demand between 13th Street SE northbound vehicles that travel through and vehicles that turn right at U.S. Highway 2/52. The restriping of 13th Street SE northbound will provide additional capacity and enhance the upstream delineation between the northbound dedicated through lane and the northbound dedicated right-turn lane at U.S. Highway 2/52. The restriping would benefit motorists by providing more advance delineation, which would allow motorists to position themselves into their desired lanes. Overall, this will improve operation for both 13th Street SE northbound and 21st Avenue SE eastbound.

The proposed striping improvements are conceptually illustrated on the Site Plan on **Figure 2** in **Appendix A**.

2025 Build with Mitigation Analysis

With the proposed mitigation, all intersection movements will continue to operate at or near No-Build Levels of Service during both peak hours studied. The mitigated level of service at the intersection of 21st Avenue (EB/WB) & 13th Street SE (NB/SB) is detailed in **Table 5**.

Table 5 – Mitigated Level of Service – 21st Avenue SE & 13th Street SE

Intersection	Movement		2025 No-Build				2025 Build with Mitigation			
			AM Peak		PM Peak		AM Peak		PM Peak	
			LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
21 st Avenue SE (EB/WB) & 13 th Street SE (NB/SB)	EB	LTR	c	20.6	d	26.9	d	27.4	e	43.5
	WB	LTR	c	15.3	c	15.3	b	14.5	b	14.8
	NB	L	a	7.9	a	8.4	a	8.0	a	8.4
	SB	L	a	8.4	a	8.0	a	8.6	a	8.0

21st Avenue SE & Eastern Site Driveway

2025 Build Analysis

Under the Build condition, all intersection movements will operate at a Level of Service “B,” or better, during both peak hours studied. The calculated 95th percentile queues at the Eastern Site Driveway of approximately one (1) vehicle or less during both peak hours studied can be accommodated within the layout of the site.

21st Avenue SE & Western Truck Site Driveway

2025 Build Analysis

Under the Build condition, all intersection movements will operate at a Level of Service “B,” or better, during both peak hours studied. The calculated 95th percentile queues at the Western Truck Site Driveway of approximately one (1) vehicle or less during both peak hours studied can be accommodated within the layout of the site.

Site Access and Queueing Assessment

Proposed Right-In Access on 13th Street SE southbound

One (1) right-in-only passenger vehicle driveway with a deceleration lane is proposed along 13th Street SE southbound.

Primary Ingress Movement and Reduced Impact to 13th Street SE & 21st Avenue SE

This ingress right-in only driveway will service the majority of trips into this site. In the build condition, the right-turn lane will service 129 trips and 125 trips during the Weekday AM and PM peak hours, respectively. The right-in driveway will service 81% of the entering passenger vehicles trips during the AM and PM peak hours. The proposed right-in driveway on 13th Street SE will significantly enhance the traffic operations at the intersection of 13th Street SE & 21st Avenue SE when compared to a build condition without the right-in driveway. Without the right-in driveway, all ingress traffic would have to traverse to 21st Avenue SE. The proposed 13th Street SE southbound right-in driveway eliminates 129 AM peak hour trips and 125 PM peak hour trips from having to traverse the intersection of 13th Street SE & 21st Avenue SE. This reduces the peak hour demand and enhances operations at the intersection of 13th Street SE & 21st Avenue SE.

Deceleration Lane

This ingress right-in only driveway will also include a deceleration lane. The right-turn lane lengths will meet NDDOT standards, which includes a 96' taper and a 75' deceleration length (171' total). The opportunity for a deceleration lane at the proposed right-in driveway on 13th Street SE southbound will allow ingress maneuvers to deceleration separate from the 13th Street SE southbound through volumes. The traffic flow along 13th Street SE southbound and the traffic interaction with the traffic signal will be enhanced with a dedicated 13th Street SE deceleration lane at the right-in access point.

On-Site Circulation

Additionally, the 13th Street SE southbound right-in driveway gets ingress motorists to their destination in a more direct and efficient manner. The driveway positions motorists towards the fueling area on-site, which is conducive to enhanced circulation on-site.

Queue Assessment 21st Avenue SE Eastbound

The Eastern Site Driveway along 21st Avenue SE satisfies the corner clearance requirement of 225 feet from the intersection of 13th Street SE & 21st Avenue SE. In addition, the 95th percentile queue lengths along 21st Avenue SE eastbound were compared to the corner clearance to determine if the offset is adequate. Under the 2025 build with mitigation condition, the calculated peak hour 95th percentile queue lengths of 21st Avenue SE eastbound at 13th Street do not exceed the corner clearance. A queue length comparison is provided in **Table 6**.

Table 6 – 95th Percentile Queues Summary – 13th Street SE & 21st Avenue SE

Intersection	2025 Build with Mitigation Condition			
	Corner Clearance btwn. 13 th Street SE and the Proposed Eastern Site Driveway	95 th Percentile Queue Lengths 21 st Avenue SE EB at 13 th Street SE		Queue Length Exceeds Corner Clearance?
		AM Peak Hour	PM Peak Hour	
13 th Street SE (NB/SB) & 21 st Avenue SE (EB/WB)	225'	3.2 veh (~80')	5.8 veh (~145')	NO

Summary and Conclusions

The Traffic Impact Study evaluated the proposed convenience store/gas station within the City of Minot, Ward County, North Dakota. The findings of the Traffic Impact Study are summarized as follows:

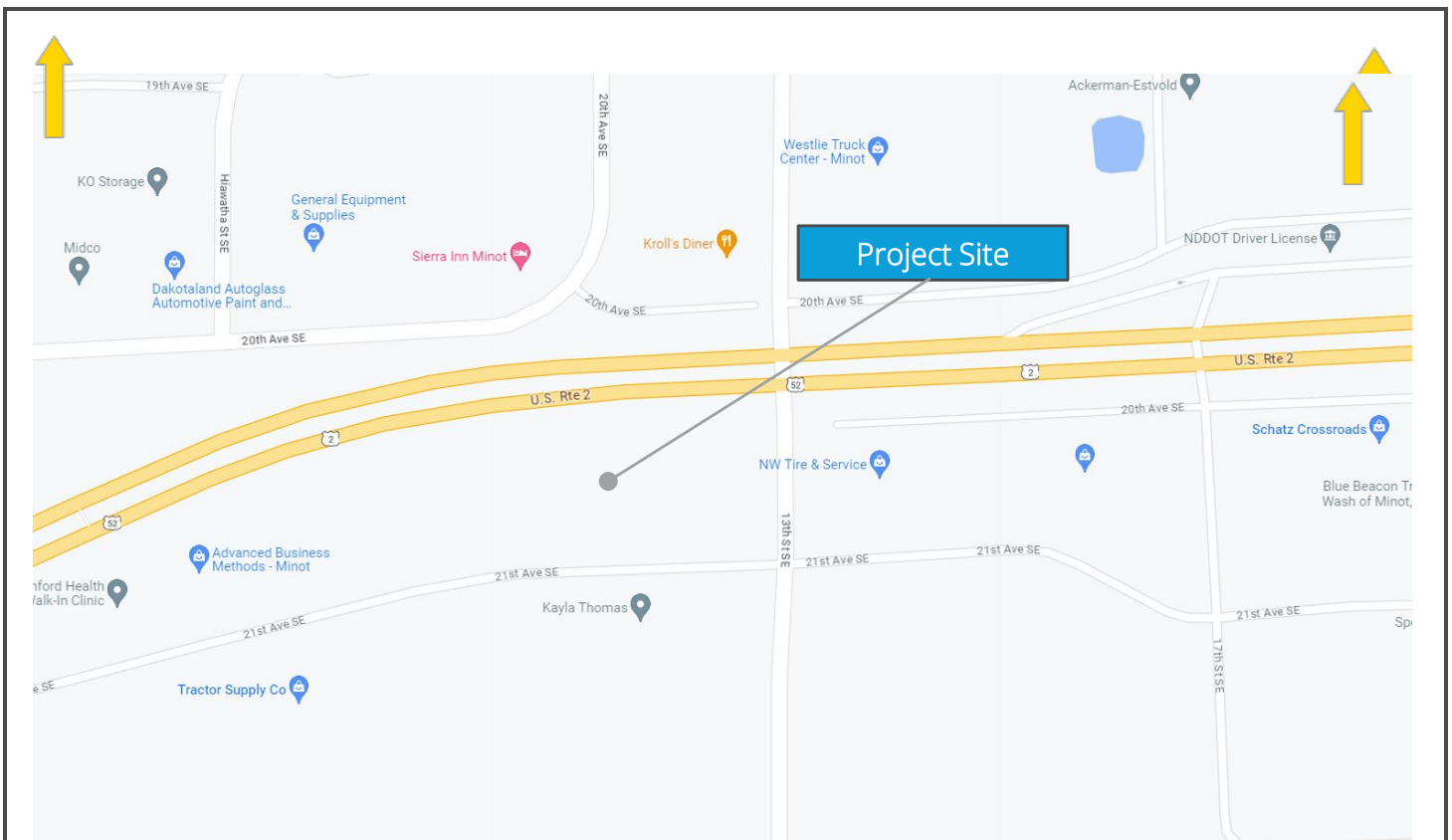
1. The Applicant proposes to construct a 5,650 SF convenience store/gas station with 14 vehicle fueling positions, 4 truck fueling positions, and an ancillary car wash.
2. One (1) right-in-only passenger vehicle driveway with a deceleration lane is proposed along 13th Street SE southbound. One (1) full-movement driveway for passenger vehicles and bi-furcated ingress and egress truck access driveways are proposed along 21st Avenue SE.
3. Based upon the NDDOT Traffic Operations Manual and engineering judgement, a right-turn deceleration lane is warranted at the proposed right-in only driveway along 13th Street SE southbound. Based upon the NDDOT roadway design manual, the right-turn lane should have a 96' taper and a 75' deceleration length (171' total).
4. This ingress right-in only driveway will service the majority of trips into this site. In the build condition, the right-turn lane will service 129 trips and 125 trips during the Weekday AM and PM peak hours, respectively. The right-in driveway will service 81% of the entering passenger vehicles trips during the AM and PM peak hours. The proposed right-in driveway on 13th Street SE will significantly enhance the traffic operations at the intersection of 13th Street SE & 21st Avenue SE when compared to a build condition without the right-in driveway. Without the right-in driveway, all ingress traffic would have to traverse to 21st Avenue SE. The proposed 13th Street SE southbound right-in driveway eliminates 129 AM peak hour trips and 125 PM peak hour trips from having to traverse the intersection of 13th Street SE & 21st Avenue SE. This reduces the peak hour demand and enhances operations at the intersection of 13th Street SE & 21st Avenue SE.
5. Mitigation is proposed at the intersection of 13th Street SE & 21st Avenue SE to support acceptable traffic operation in the build condition. The existing 13th Street SE northbound approach has a dedicated left-turn lane and an oversized shared through/right-turn lane. The oversized lane is 24' wide, which is twice as wide as a typical travel lane. It is proposed to restripe the northbound approach of 13th Street SE to provide one (1) dedicated left-turn lane, one (1) dedicated through lane, and one (1) shared through/right-turn lane.
6. The proposed mitigation is conducive to the traffic flow along 13th Street. Based upon the observed turning movement traffic counts, there is a relatively balanced demand between 13th Street SE northbound vehicles that travel through and vehicles that turn right at U.S. Highway 2/52. The restriping of 13th Street SE northbound will provide additional capacity and enhance the upstream delineation between the northbound dedicated through lane and the northbound dedicated right-turn lane at U.S. Highway 2/52.

7. The Eastern Site Driveway along 21st Avenue SE satisfies the corner clearance requirement of 225 feet from the intersection of 13th Street SE & 21st Avenue SE. In addition, the 95th percentile queue lengths along 21st Avenue SE eastbound were compared to the corner clearance to determine if the offset is adequate. Under the 2025 build with mitigation condition, the calculated peak hour 95th percentile queue lengths of 21st Avenue SE eastbound at 13th Street do not exceed the corner clearance.
8. With the proposed mitigation, all intersection movements at the intersection of 13th Street SE & 21st Avenue SE will continue to operate at or near No-Build Levels of Service during both peak hours studied.
9. Under the Build condition, all movements at the intersection of U.S. Highway 2/52 & 13th Street SE will continue to operate at or near No-Build Levels of Service during both peak hours studied. The intersection will continue to operate at an overall Level of Service "C" or better during both peak hours studied.
10. Under the Build condition, all movements at the Eastern Site Driveway along 21st Avenue SE will operate at a Level of Service "B," or better, during both peak hours studied. The calculated 95th percentile queues at the Eastern Site Driveway of approximately one (1) vehicle or less during both peak hours studied can be accommodated within the layout of the site.
11. Under the Build condition all movements at the Western Truck Site Driveway along 21st Avenue SE will operate at a Level of Service "B," or better, during both peak hours studied. The calculated 95th percentile queues at the Western Truck Site Driveway of approximately one (1) vehicle or less during both peak hours studied can be accommodated within the layout of the site.

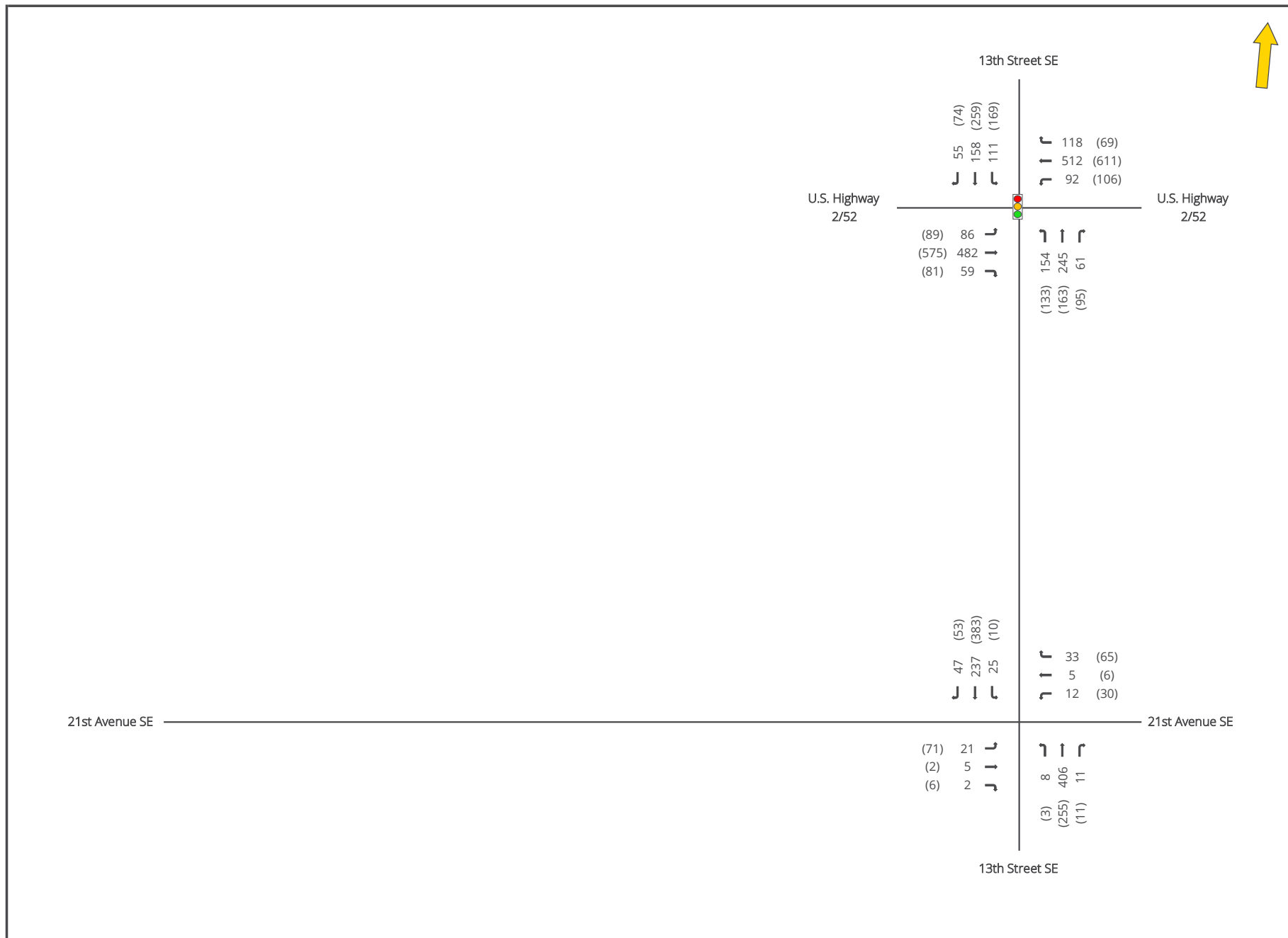
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Traffic Impact Study

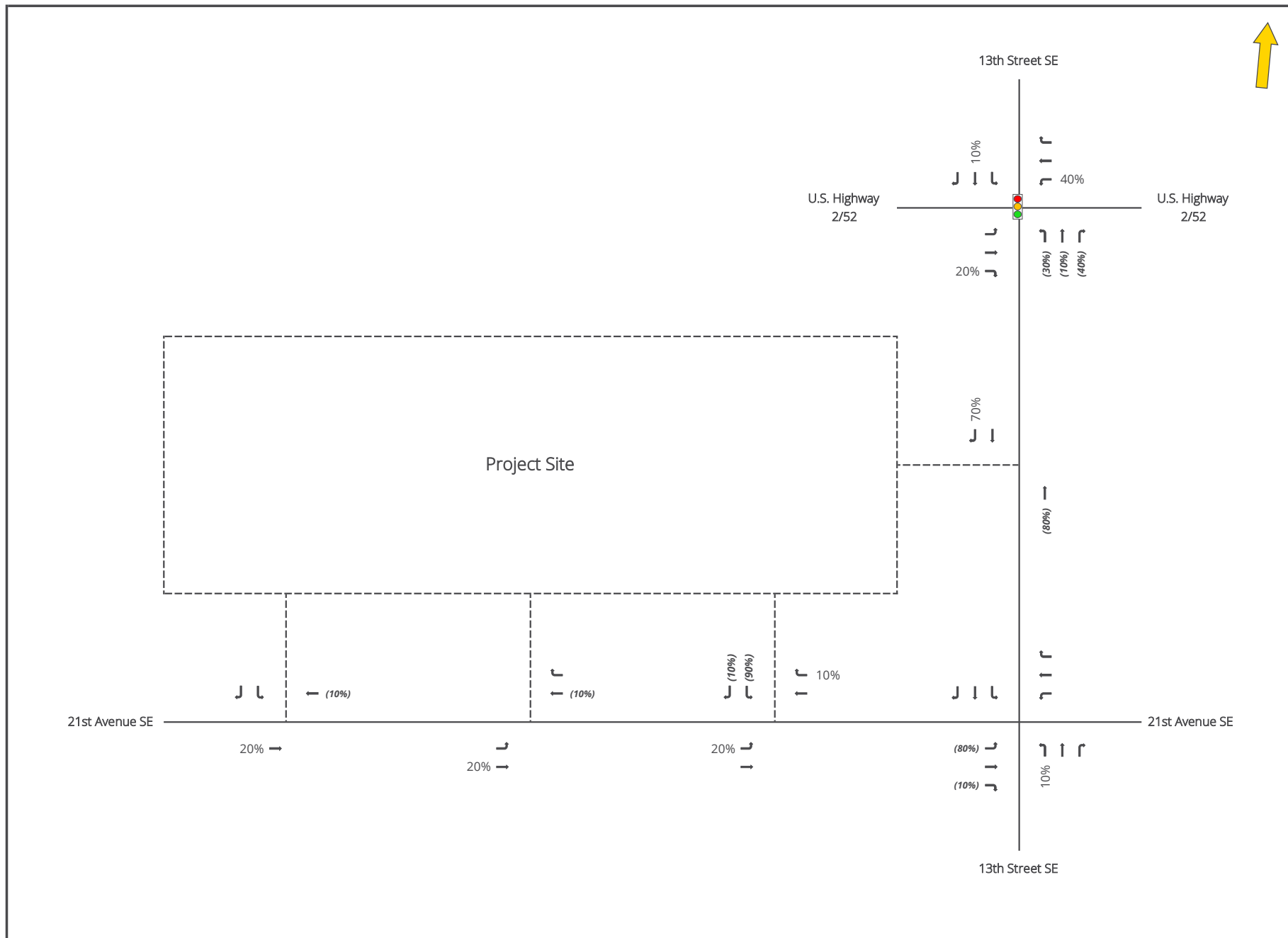
Appendix A | Traffic Figures



 Engineering & Design	Holiday Stationstores, Inc.		Figure 1
	Project No. 22008607A		
	City of Minot, Ward County, North Dakota		Site Location Map

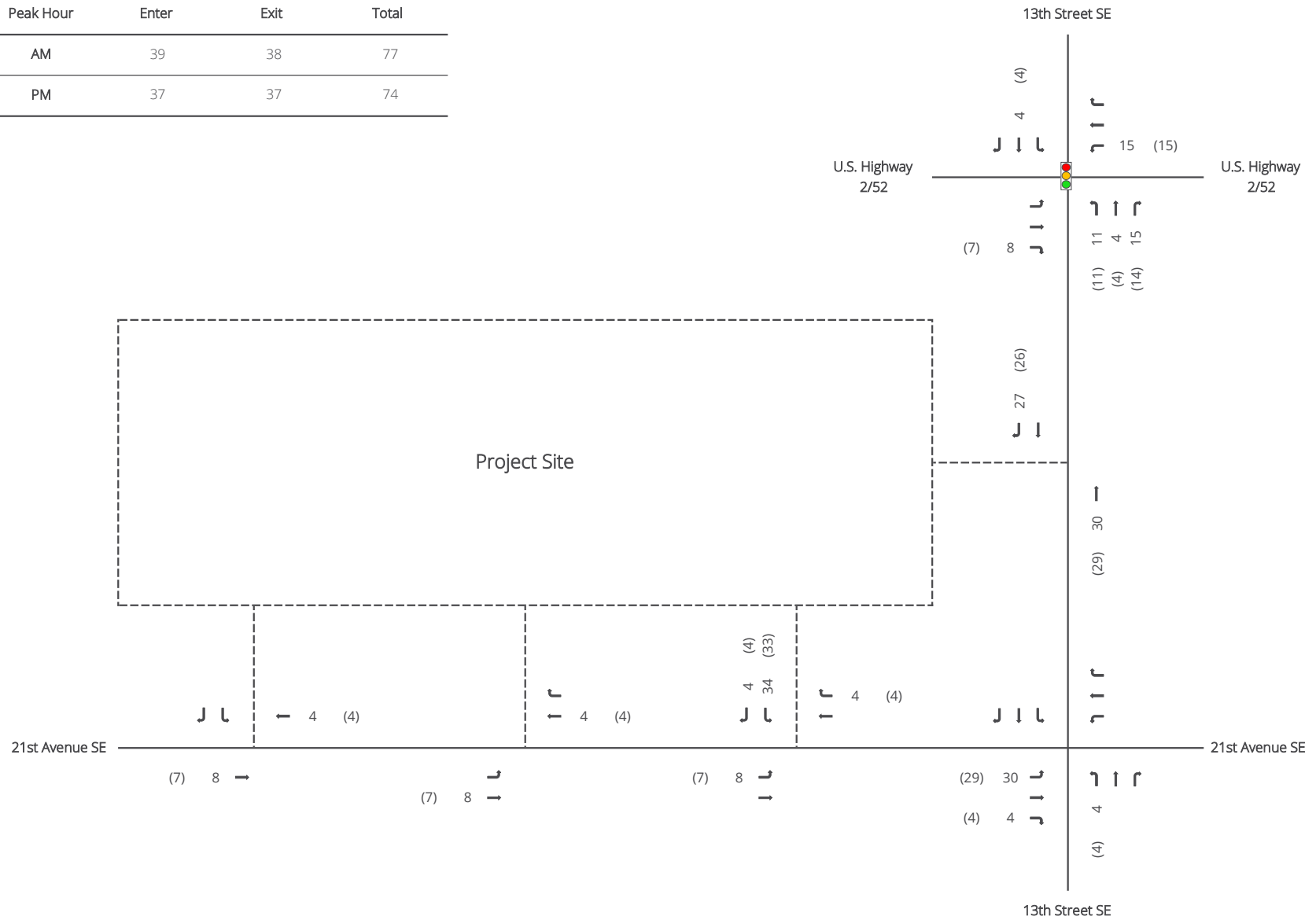


	Holiday Stationstores, Inc. Project No. 22008607A City of Minot, Ward County, North Dakota	Legend	Figure 3
		AM Peak Hour: ### Through Movement:	2023 Existing Conditions
		PM Peak Hour: (###) Turning Movement:	AM & PM Peak Hours



	Holiday Stationstores, Inc.	Legend		Figure 4
	Project No. 22008607A	AM Peak Hour: ###	Through Movement:	Passenger Vehicle Primary Trip Distribution
		PM Peak Hour: (###)	Turning Movement: 	
	City of Minot, Ward County, North Dakota		Signalized Intersection: 	AM & PM Peak Hours

Peak Hour	Enter	Exit	Total
AM	39	38	77
PM	37	37	74



Holiday Stationstores, Inc.

Project No. 22008607A

City of Minot, Ward County, North Dakota

Legend

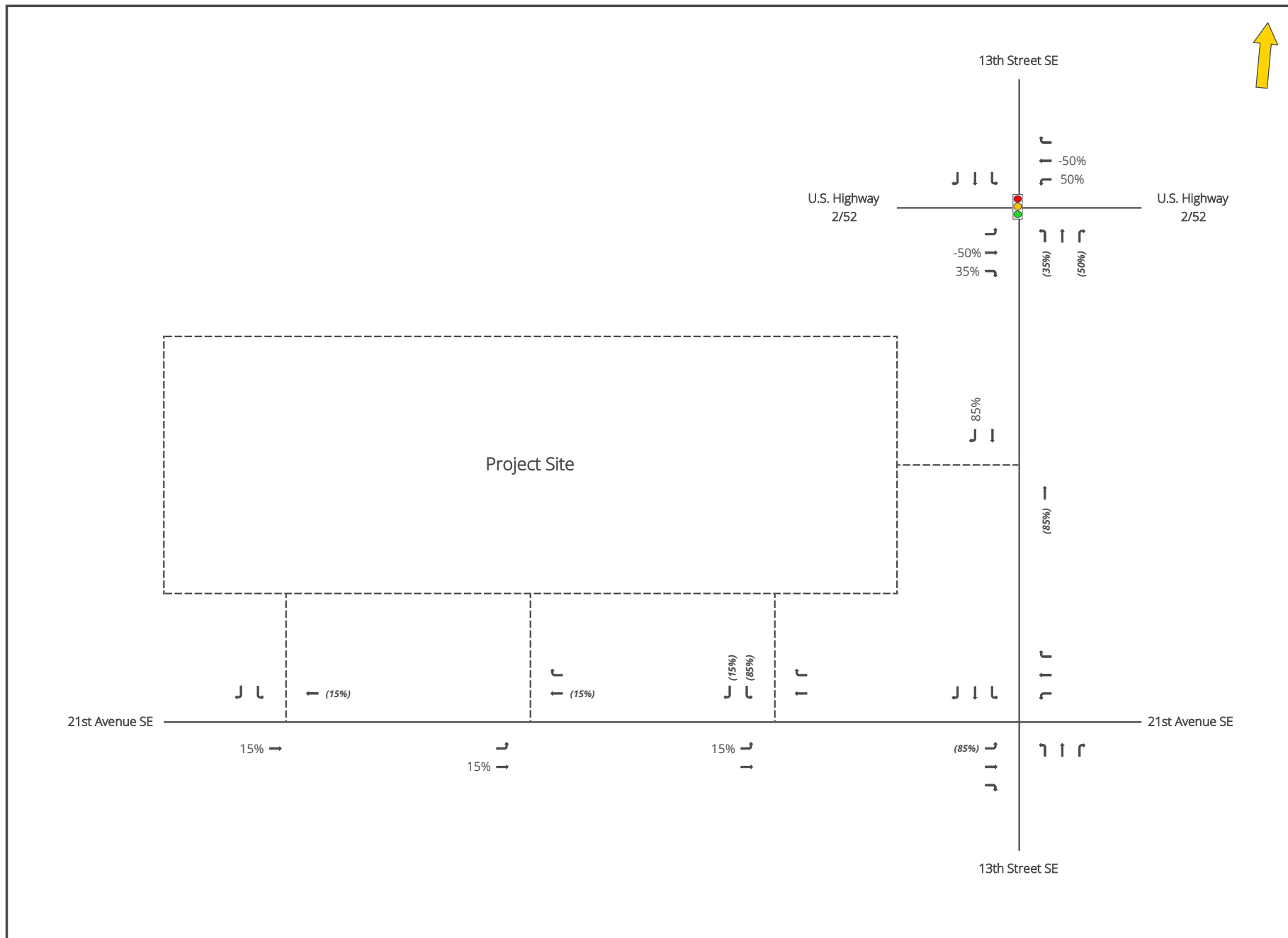
AM Peak Hour: ###
PM Peak Hour: (###)

Through Movement: —
Turning Movement: ↗
Signalized Intersection: 🚦

Figure 5

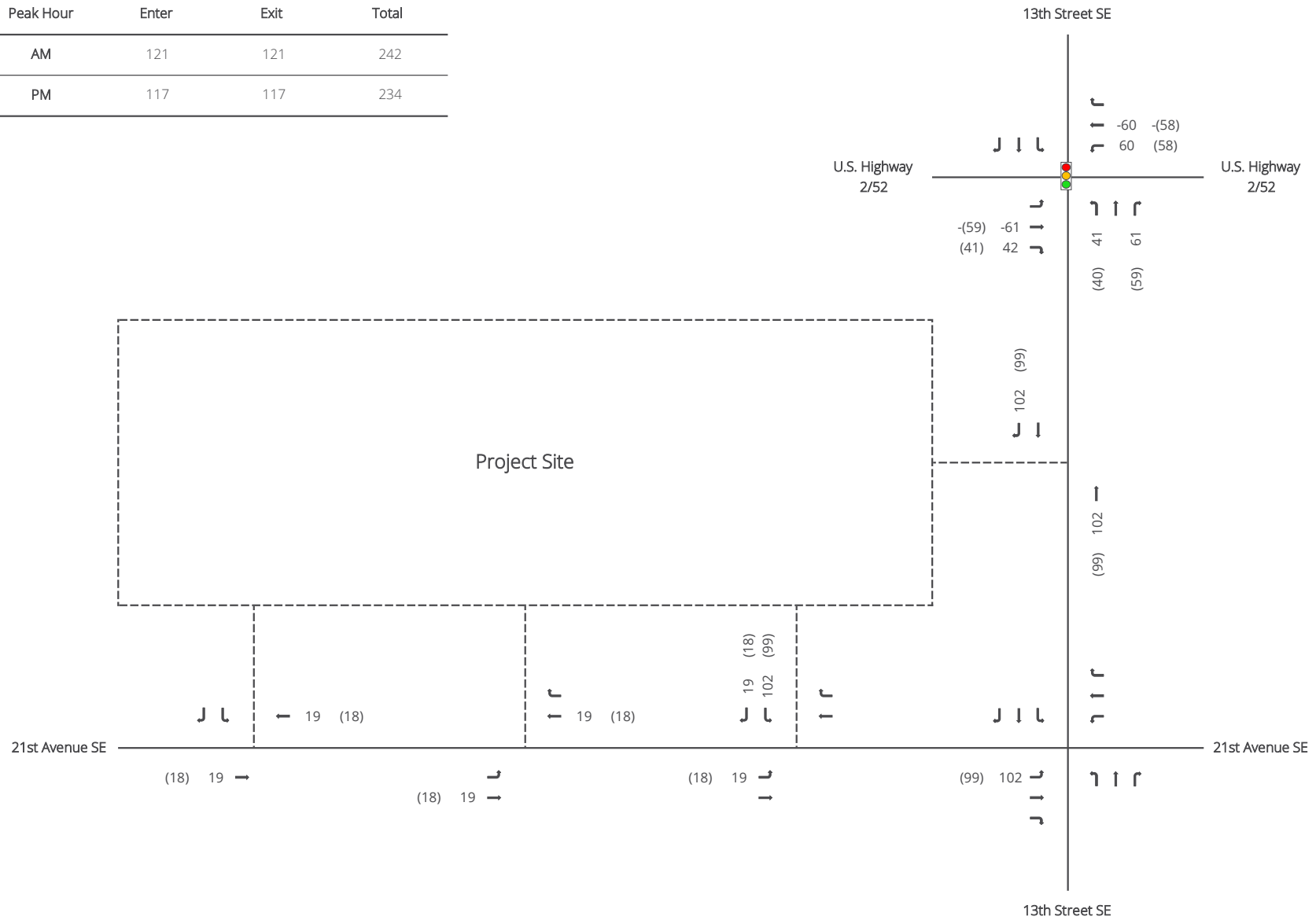
Passenger Vehicle Primary Site Generated Trips

AM & PM Peak Hours



	Holiday Stationstores, Inc. Project No. 22008607A City of Minot, Ward County, North Dakota	Legend	Figure 6
		AM Peak Hour: ### PM Peak Hour: (###)	Passenger Vehicle Pass-By Trip Distribution
		Through Movement: — Turning Movement: ↵ Signalized Intersection: 🚦	AM & PM Peak Hours

Peak Hour	Enter	Exit	Total
AM	121	121	242
PM	117	117	234



Holiday Stationstores, Inc.

Project No. 22008607A

City of Minot, Ward County, North Dakota

Legend

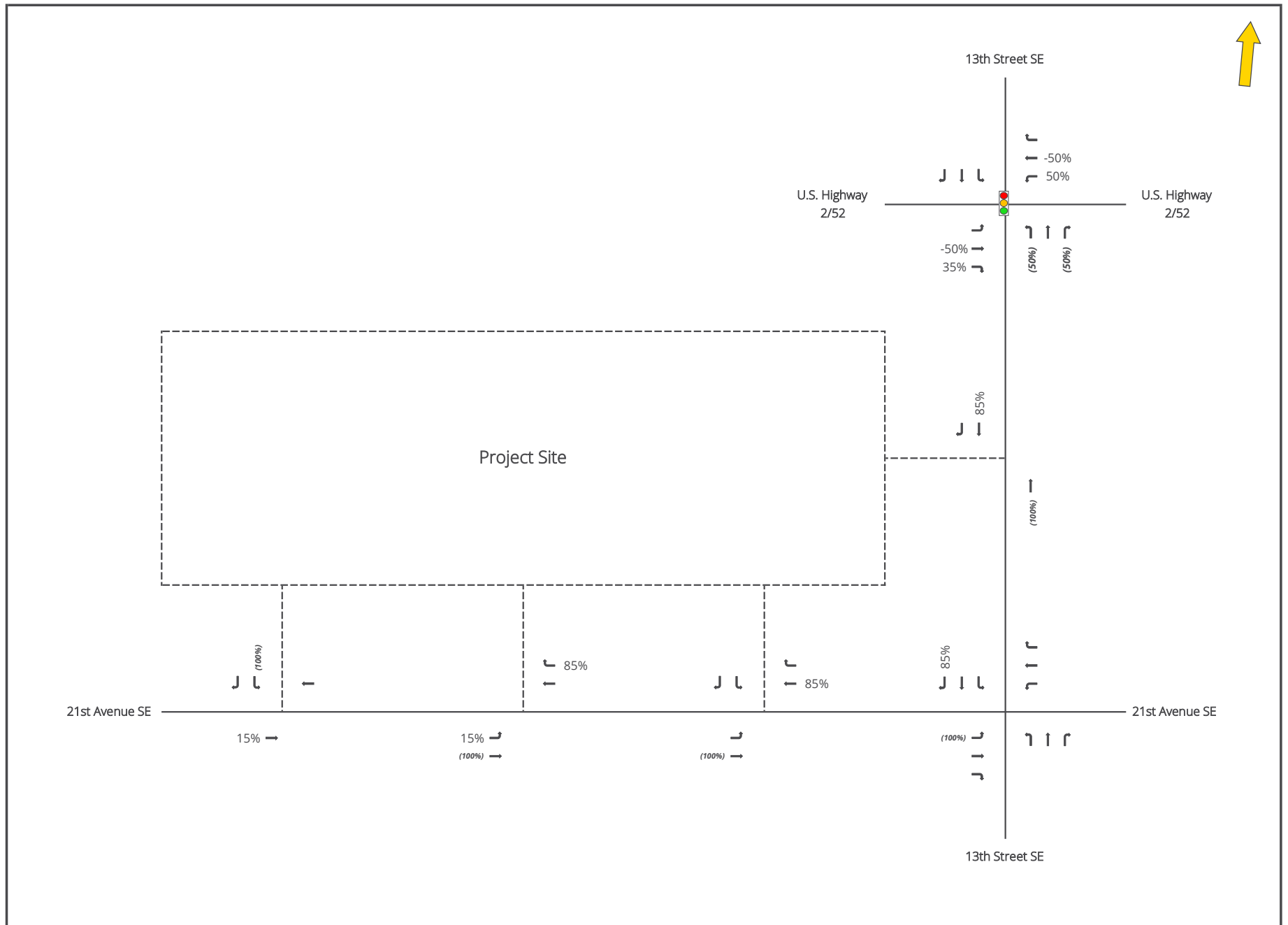
AM Peak Hour: ###
PM Peak Hour: (###)

Through Movement: —
Turning Movement: ↵
Signalized Intersection: 🚦

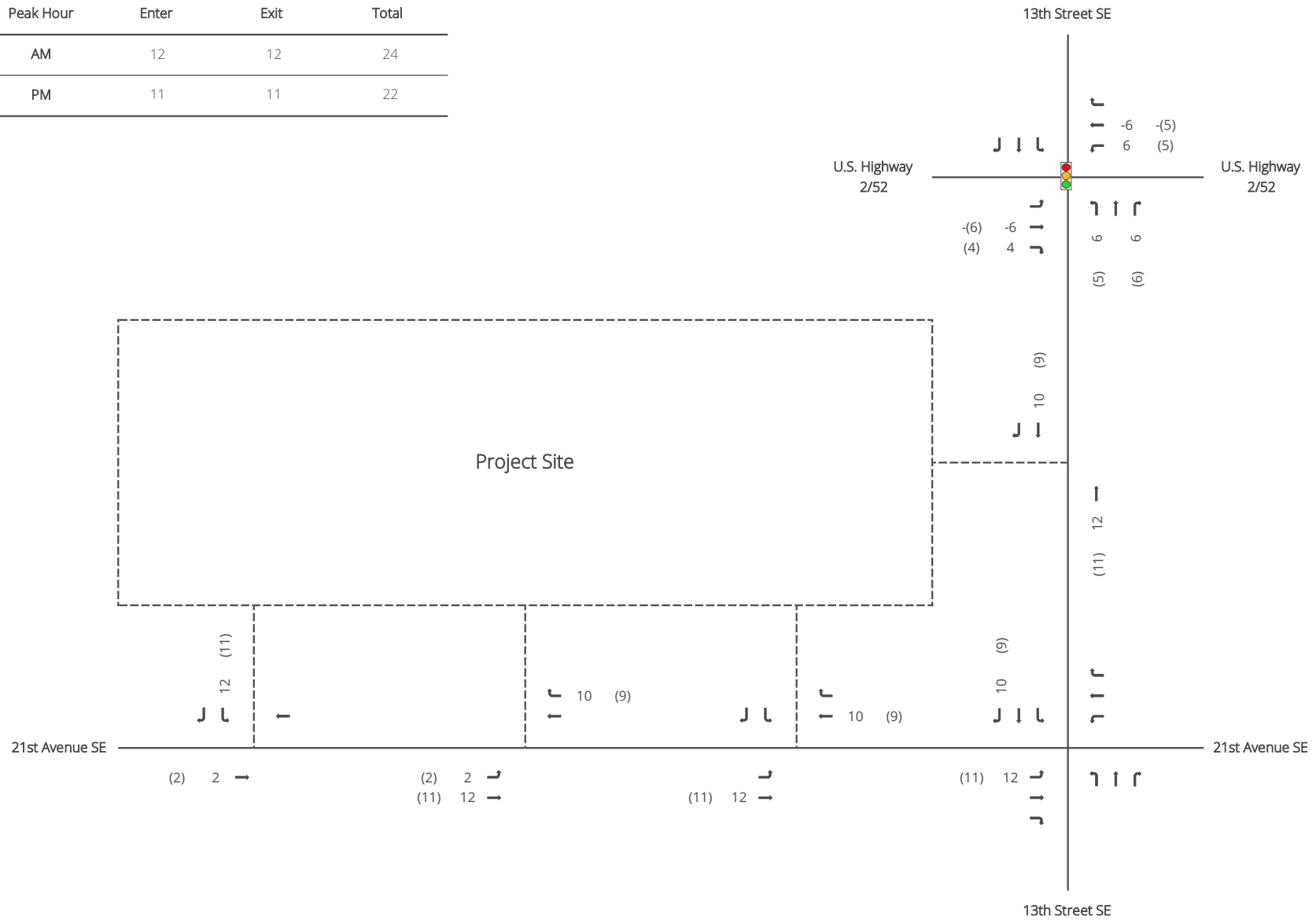
Figure 7

Passenger Vehicle Pass-By Site Generated Trips

AM & PM Peak Hours



Peak Hour	Enter	Exit	Total
AM	12	12	24
PM	11	11	22



Holiday Stationstores, Inc.

Project No. 22008607A

City of Minot, Ward County, North Dakota

Legend

AM Peak Hour: ###
PM Peak Hour: (###)

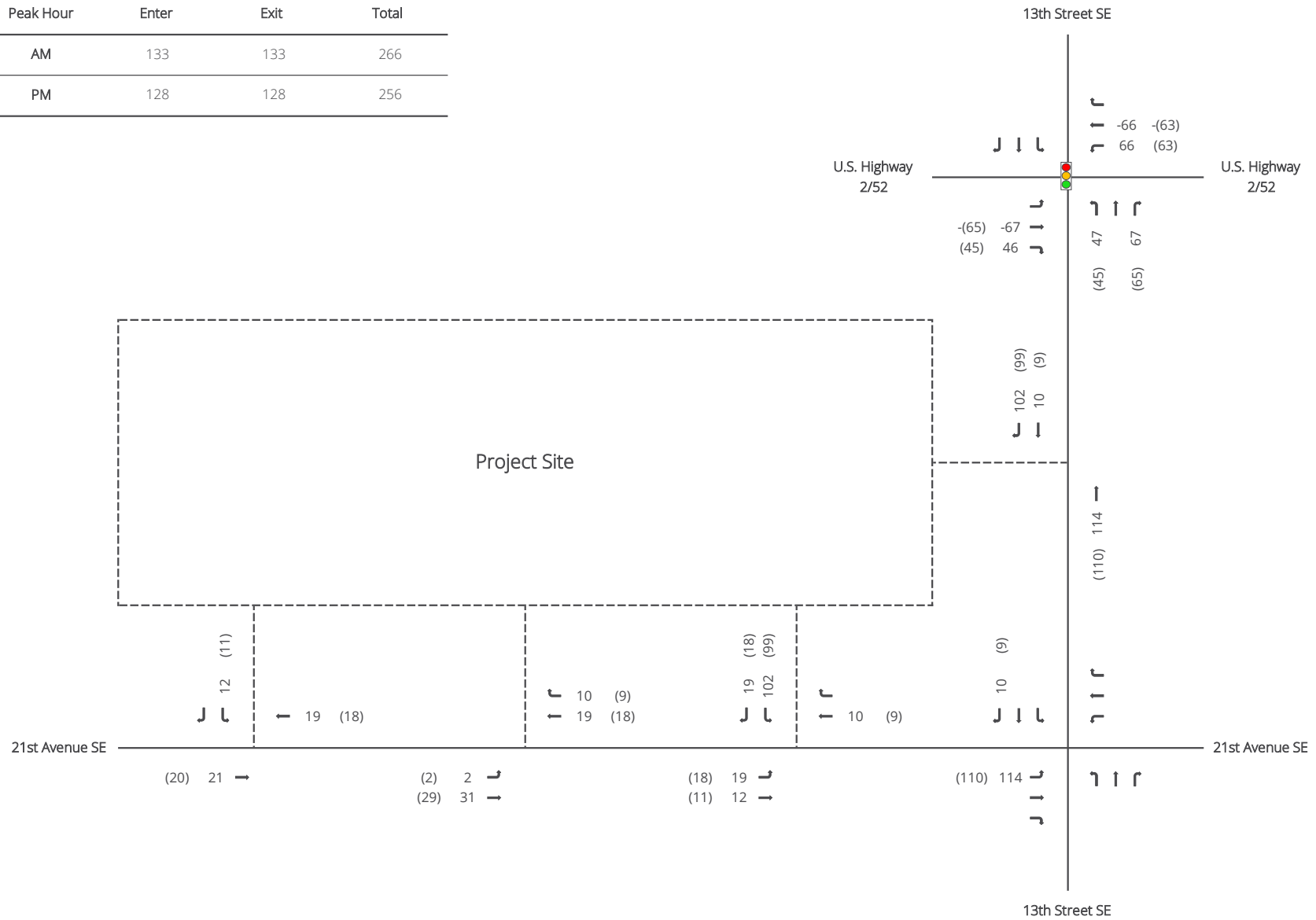
Through Movement: —
Turning Movement: ↗
Signalized Intersection: 🚦

Figure 9

Truck Pass-By Site Generated Trips

AM & PM Peak Hours

Peak Hour	Enter	Exit	Total
AM	133	133	266
PM	128	128	256



Holiday Stationstores, Inc.

Project No. 22008607A

City of Minot, Ward County, North Dakota

Legend

AM Peak Hour: ###
PM Peak Hour: (###)

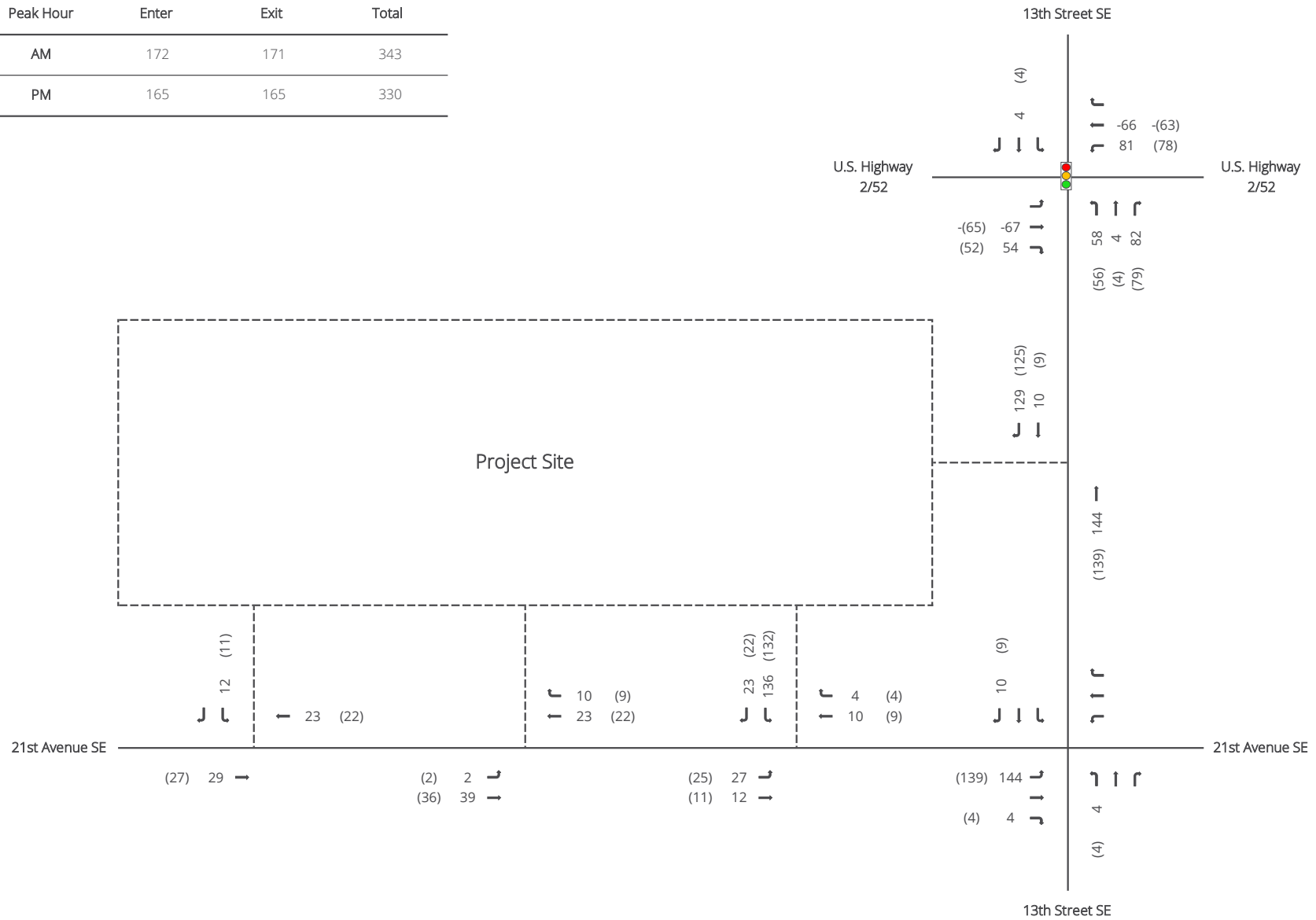
Through Movement: —
Turning Movement: ↩
Signalized Intersection: 🚦

Figure 10

Total Pass-By Site Generated Trips

AM & PM Peak Hours

Peak Hour	Enter	Exit	Total
AM	172	171	343
PM	165	165	330



Holiday Stationstores, Inc.

Project No. 22008607A

City of Minot, Ward County, North Dakota

Legend

AM Peak Hour: ###
PM Peak Hour: (###)

Through Movement: —
Turning Movement: ↩
Signalized Intersection: 🚦

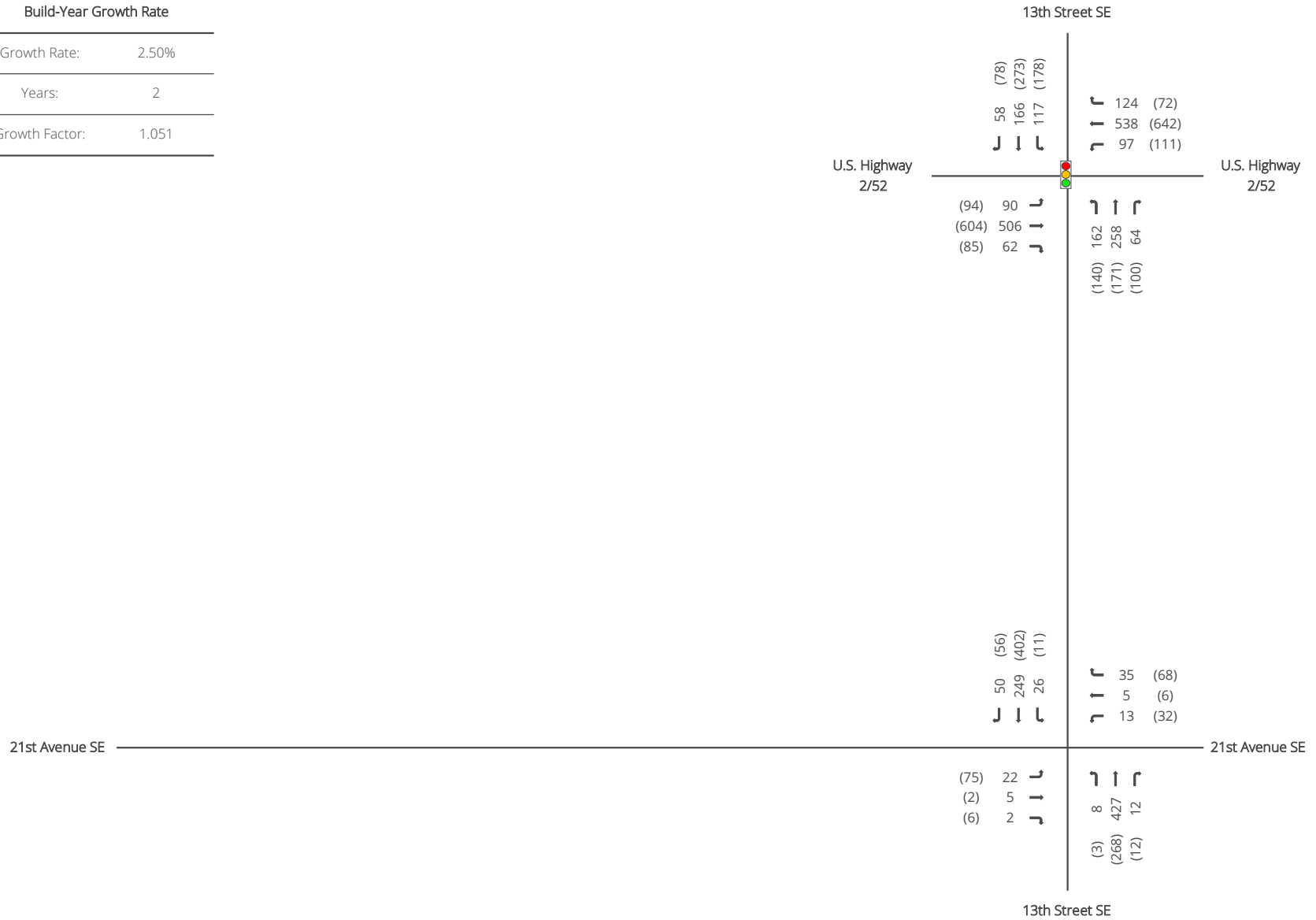
Figure 11

Total Site Generated Trips

AM & PM Peak Hours

Build-Year Growth Rate

Growth Rate:	2.50%
Years:	2
Growth Factor:	1.051



Traffic Impact Study

Appendix B | Traffic Data

1500 20th Ave SE - TMC

Wed Nov 16, 2022

Full Length (7 AM-7 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,

Pedestrians, Bicycles on Road)

All Movements

ID: 1015504, Location: 48.21133, -101.27433



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	US 2-52 Eastbound							US 2-52 Westbound							13th Northbound							13th Southbound							
Time	L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		Int
2022-11-16																													
7:00AM	13	66	1	0	80	0		9	72	6	0	87	0		25	21	9	0	55	0		17	19	10	0	46	0		268
7:15AM	17	94	11	0	122	0		19	111	13	0	143	0		30	43	16	0	89	0		16	14	10	0	40	0		394
7:30AM	19	137	5	0	161	0		16	116	22	1	155	0		49	78	15	0	142	0		26	32	17	0	75	0		533
7:45AM	31	163	19	0	213	0		21	150	44	0	215	0		41	77	17	0	135	0		36	47	12	0	95	0		658
Hourly Total	80	460	36	0	576	0		65	449	85	1	600	0		145	219	57	0	421	0		95	112	49	0	256	0		1853
8:00AM	21	99	24	0	144	0		29	131	29	0	189	0		33	50	13	0	96	0		30	37	15	0	82	0		511
8:15AM	15	83	11	0	109	0		25	115	23	0	163	0		30	38	16	0	84	0		19	42	11	0	72	0		428
8:30AM	20	86	5	0	111	0		12	144	13	0	169	0		37	39	16	0	92	0		26	26	14	0	66	0		438
8:45AM	21	87	3	0	111	0		15	110	20	0	145	0		27	35	12	0	74	0		23	25	19	0	67	0		397
Hourly Total	77	355	43	0	475	0		81	500	85	0	666	0		127	162	57	0	346	0		98	130	59	0	287	0		1774
9:00AM	9	95	7	0	111	0		16	103	11	0	130	0		24	23	8	0	55	0		20	24	12	0	56	0		352
9:15AM	9	77	3	0	89	0		6	92	14	0	112	0		28	20	8	0	56	0		24	25	13	0	62	0		319
9:30AM	12	74	5	0	91	0		10	101	10	0	121	0		30	29	9	0	68	0		15	17	6	0	38	0		318
9:45AM	6	101	8	0	115	0		9	93	13	0	115	0		25	30	9	0	64	0		18	32	7	0	57	0		351
Hourly Total	36	347	23	0	406	0		41	389	48	0	478	0		107	102	34	0	243	0		77	98	38	0	213	0		1340
10:00AM	9	87	5	0	101	0		15	98	14	0	127	0		19	29	13	0	61	0		26	18	12	0	56	0		345
10:15AM	14	89	7	0	110	0		15	87	10	0	112	0		17	17	8	0	42	0		20	22	14	0	56	0		320
10:30AM	9	79	6	1	95	0		18	100	9	0	127	0		17	28	6	0	51	0		16	29	18	0	63	0		336
10:45AM	19	79	7	0	105	0		12	105	9	0	126	0		17	18	16	0	51	0		16	23	16	0	55	0		337
Hourly Total	51	334	25	1	411	0		60	390	42	0	492	0		70	92	43	0	205	0		78	92	60	0	230	0		1338
11:00AM	11	82	7	0	100	0		15	105	9	0	129	0		21	32	9	0	62	0		29	28	14	0	71	0		362
11:15AM	11	80	3	0	94	0		14	106	14	0	134	0		29	22	11	0	62	0		25	26	10	0	61	0		351
11:30AM	23	97	8	0	128	0		14	111	12	0	137	0		24	26	14	0	64	0		38	24	17	0	79	0		408
11:45AM	24	89	6	0	119	0		17	104	10	0	131	0		29	17	14	0	60	0		29	27	17	0	73	0		383
Hourly Total	69	348	24	0	441	0		60	426	45	0	531	0		103	97	48	0	248	0		121	105	58	0	284	0		1504
12:00PM	19	108	10	0	137	0		19	123	16	0	158	0		31	40	12	0	83	0		23	36	20	0	79	0		457
12:15PM	15	117	16	0	148	0		17	105	13	0	135	0		25	32	14	0	71	0		27	40	11	0	78	0		432
12:30PM	19	107	6	0	132	0		16	101	12	0	129	0		31	40	21	0	92	0		26	24	14	0	64	0		417
12:45PM	25	138	15	0	178	0		10	118	14	0	142	0		36	45	17	0	98	0		35	40	9	0	84	0		502
Hourly Total	78	470	47	0	595	0		62	447	55	0	564	0		123	157	64	0	344	0		111	140	54	0	305	0		1808
1:00PM	25	130	18	1	174	0		23	94	14	0	131	0		26	35	18	0	79	0		26	42	12	0	80	0		464
1:15PM	14	102	17	0	133	0		20	97	15	1	133	0		27	57	17	0	101	0		37	46	16	0	99	0		466
1:30PM	24	119	15	0	158	0		11	94	11	0	116	0		36	48	18	0	102	0		29	44	13	0	86	0		462
1:45PM	22	115	8	0	145	0		18	95	16	0	129	0		18	33	16	0	67	0		25	25	20	0	70	0		411
Hourly Total	85	466	58	1	610	0		72	380	56	1	509	0		107	173	69	0	349	0		117	157	61	0	335	0		1803
2:00PM	24	115	12	1	152	0		12	74	11	0	97	0		28	32	13	0	73	0		22	21	15	0	58	0		380
2:15PM	16	130	5	1	152	1		12	92	15	0	119	0		24	24	18	0	66	0		28	22	13	0	63	0		400
2:30PM	16	107	5	1	129	0		16	91	14	0	121	0		21	27	12	0	60	0		37	24	14	0	75	0		385
2:45PM	17	128	14	2	161	0		16	81	12	0	109	0		31	36	15	0	82	0		25	36	14	0	75	0		427
Hourly Total	73	480	36	5	594	1		56	338	52	0	446	0		104	119	58	0	281	0		112	103	56	0	271	0		1592
3:00PM	13	91	11	0	115	0		16	102	10	0	128	0		15	49	20	0	84	0		29	30	23	0	82	0		409
3:15PM	14	139	12	0	165	0		20	103	13	0	136	0		14	31	18	0	63	0		24	41	24	0	89	0		453
3:30PM	26	131	4	0	161	0		20	118	12	0	150	1		20	32	14	0	66	0		39	44	12	0	95	0		472
3:45PM	21	132	14	1	168	0		17	146	13	1	177	0		22	37	16	0	75	0		30	34	13	0	77	0		497
Hourly Total	74	493	41	1	609	0		73	469	48	1	591	1		71	149	68	0	288	0		122	149	72	0	343	0		1831
4:00PM	13	155	12	0	180	0		25	143	11	0	179	0		23	33	14	0	70	0		33	46	19	0	98	0		527
4:15PM	13	134	17	0	164	0		27	119	13	0	159	0		21	39	23	0	83	0		38	27	12	0	77	0		483
4:30PM	16	137	19	0	172	0		26	150	14	0	190	1		34	40	17	0	91	0		41	69	21	0	131	0		584
4:45PM	23	123	21	2	169	0		22	127	18	0	167	0		35	43	33	0	111	0		38	57	18	0	113	0		560
Hourly Total	65	549	69	2	685	0		100	539	56	0	695	1		113	155	87	0	355	0		150	199	70	0	419	0		2154
5:00PM	27	178	22	0	227	0		32	170	20	0	222	0		31	35	29	0	95	0		43	69	19	0	131	0		675
5:15PM	23	137	17	0	177	0		24	164	17	0	205	0		31	43	15	0	89	0		47	59	16	0	122	0		593
5:30PM	18	143	15	0	176	0		24	108	16	0	148	0		38	49	23	0	110	0		39	49	25	0	113	0		547
5:45PM	23	131	15	0	169	0		25	111	9	0	145	0		19	40	22	0	81	0		26	32	11	0	69	0		464
Hourly Total	91	589	69	0	749	0		105	553	62	0	720	0		119	167	89	0	375	0		155	209	71	0	435	0		2279

Leg Direction	US 2-52 Eastbound							US 2-52 Westbound							13th Northbound							13th Southbound							
Time	L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		Int
6:00PM	16	138	14	0	168	0		24	103	14	0	141	0		23	29	18	0	70	0		20	41	12	0	73	0		452
6:15PM	10	124	10	0	144	0		16	110	10	0	136	0		21	30	20	0	71	0		13	20	11	0	44	0		395
6:30PM	14	101	8	0	123	0		17	73	3	0	93	0		20	30	13	0	63	0		17	25	11	0	53	0		332
6:45PM	5	111	8	0	124	0		22	80	10	0	112	0		24	28	7	0	59	0		15	36	9	0	60	0		355
Hourly Total	45	474	40	0	559	0		79	366	37	0	482	0		88	117	58	0	263	0		65	122	43	0	230	0		1534
7:00PM	9	99	11	1	120	0		10	90	6	0	106	0		15	27	14	0	56	0		11	28	6	0	45	0		327
7:15PM	11	77	11	1	100	0		11	44	6	0	61	0		14	21	7	0	42	0		11	20	3	0	34	0		237
7:30PM	10	76	8	0	94	0		3	32	0	0	35	0		13	10	6	0	29	0		11	15	3	0	29	0		187
7:45PM	10	78	5	0	93	0		6	53	2	0	61	0		9	15	9	0	33	0		23	18	3	0	44	0		231
Hourly Total	40	330	35	2	407	0		30	219	14	0	263	0		51	73	36	0	160	0		56	81	15	0	152	0		982
8:00PM	8	55	4	0	67	0		3	46	1	0	50	0		5	13	6	0	24	0		14	25	5	0	44	0		185
8:15PM	7	53	7	0	67	0		10	35	4	0	49	0		9	12	7	0	28	0		7	17	5	0	29	0		173
8:30PM	10	51	4	0	65	0		7	32	2	0	41	0		9	15	12	0	36	0		12	16	5	0	33	0		175
8:45PM	4	55	6	2	67	0		0	23	0	0	23	0		8	12	2	0	22	0		4	12	2	0	18	0		130
Hourly Total	29	214	21	2	266	0		20	136	7	0	163	0		31	52	27	0	110	0		37	70	17	0	124	0		663
9:00PM	6	39	2	0	47	0		3	25	0	0	28	0		4	4	5	0	13	0		8	6	4	0	18	0		106
9:15PM	2	58	1	1	62	0		4	18	2	0	24	0		3	7	7	0	17	0		8	12	4	0	24	0		127
9:30PM	4	42	5	0	51	0		3	19	2	0	24	0		11	10	9	0	30	0		8	14	4	0	26	0		131
9:45PM	3	27	4	0	34	0		4	24	1	0	29	0		7	3	2	0	12	0		5	7	5	0	17	0		92
Hourly Total	15	166	12	1	194	0		14	86	5	0	105	0		25	24	23	0	72	0		29	39	17	0	85	0		456
10:00PM	2	33	1	0	36	0		2	23	2	0	27	0		1	3	0	0	4	0		8	4	3	0	15	0		82
10:15PM	4	39	1	0	44	0		1	17	1	0	19	0		4	3	2	0	9	0		1	4	3	0	8	0		80
10:30PM	0	18	0	0	18	0		2	13	0	0	15	0		4	5	1	0	10	0		1	6	1	0	8	0		51
10:45PM	4	23	5	0	32	0		0	13	1	0	14	0		3	3	0	0	6	0		2	4	3	0	9	0		61
Hourly Total	10	113	7	0	130	0		5	66	4	0	75	0		12	14	3	0	29	0		12	18	10	0	40	0		274
11:00PM	0	21	1	0	22	0		1	15	1	0	17	0		5	4	1	0	10	0		4	2	1	0	7	0		56
11:15PM	0	15	1	0	16	0		4	4	0	0	8	0		2	2	0	0	4	0		0	3	0	0	3	0		31
11:30PM	2	14	0	0	16	0		0	7	1	0	8	0		2	1	1	0	4	0		0	2	0	0	2	0		30
11:45PM	0	3	2	0	5	0		0	10	1	0	11	0		2	4	2	0	8	0		1	5	0	0	6	0		30
Hourly Total	2	53	4	0	59	0		5	36	3	0	44	0		11	11	4	0	26	0		5	12	1	0	18	0		147
2022-11-17 12:00AM	2	11	1	0	14	0		2	7	1	0	10	0		4	1	0	0	5	0		1	1	1	0	3	0		32
12:15AM	2	6	0	0	8	0		0	2	0	0	2	0		2	1	1	0	4	0		1	3	0	0	4	0		18
12:30AM	0	4	0	0	4	0		1	10	1	0	12	0		1	2	0	0	3	0		2	0	0	0	2	0		21
12:45AM	1	9	0	0	10	0		1	8	0	0	9	0		0	0	0	0	0	0		1	0	0	0	1	0		20
Hourly Total	5	30	1	0	36	0		4	27	2	0	33	0		7	4	1	0	12	0		5	4	1	0	10	0		91
1:00AM	1	2	0	0	3	0		0	2	0	0	2	0		0	0	0	0	0	0		0	0	3	0	3	0		8
1:15AM	2	5	0	0	7	0		0	7	1	0	8	0		3	2	1	0	6	0		1	0	1	0	2	0		23
1:30AM	4	8	0	0	12	0		1	10	0	0	11	0		0	2	1	0	3	0		1	3	0	0	4	0		30
1:45AM	0	6	1	0	7	0		0	3	0	0	3	0		1	2	0	0	3	0		0	1	1	0	2	0		15
Hourly Total	7	21	1	0	29	0		1	22	1	0	24	0		4	6	2	0	12	0		2	4	5	0	11	0		76
2:00AM	0	6	1	0	7	0		2	4	0	0	6	0		1	2	0	0	3	0		0	1	1	0	2	0		18
2:15AM	0	3	0	0	3	0		1	3	0	0	4	0		1	1	0	0	2	0		1	2	0	0	3	0		12
2:30AM	1	4	0	0	5	0		0	3	1	0	4	0		0	0	1	0	1	0		1	1	0	0	2	0		12
2:45AM	1	10	0	0	11	0		0	3	1	0	4	0		1	0	1	0	2	0		0	0	1	0	1	0		18
Hourly Total	2	23	1	0	26	0		3	13	2	0	18	0		3	3	2	0	8	0		2	4	2	0	8	0		60
3:00AM	0	4	0	0	4	0		0	6	0	0	6	0		0	1	0	0	1	0		0	0	0	0	0	0		11
3:15AM	0	2	0	0	2	0		0	11	0	0	11	0		3	2	1	0	6	0		0	1	0	0	1	0		20
3:30AM	0	5	1	0	6	0		0	8	1	0	9	0		1	0	0	0	1	0		1	0	0	0	1	0		17
3:45AM	2	6	1	0	9	0		1	8	0	0	9	0		0	1	0	0	1	0		1	1	0	0	2	0		21
Hourly Total	2	17	2	0	21	0		1	33	1	0	35	0		4	4	1	0	9	0		2	2	0	0	4	0		69
4:00AM	0	6	0	0	6	0		0	9	0	0	9	0		1	0	0	0	1	0		1	0	0	0	1	0		17
4:15AM	0	10	0	0	10	0		0	16	0	0	16	0		2	3	0	0	5	0		1	0	2	0	3	0		34
4:30AM	0	9	0	0	9	0		2	20	0	0	22	0		2	2	2	0	6	0		3	1	1	0	5	0		42
4:45AM	2	18	0	0	20	1		2	12	0	0	14	0		2	2	0	0	4	1		3	2	2	0	7	0		45
Hourly Total	2	43	0	0	45	1		4	57	0	0	61	0		7	7	2	0	16	1		8	3	5	0	16	0		138
5:00AM	3	14	0	0	17	1		1	20	0	0	21	0		8	2	0	0	10	0		1	1	0	0	2	0		50
5:15AM	1	26	0	0	27	0		0	16	1	0	17	0		7	3	3	0	13	0		1	0	1	0	2	0		59
5:30AM	2	35	1	0	38	0		1	27	1	0	29	0		4	10	0	0	14	0		3	0	3	0	6	0		87
5:45AM	4	30	4	0	38	0		1	48	5	0	54	0		9	8	3	0	20	0		5	1	6	0	12	0		124
Hourly Total	10	105	5	0	120	1		3	111	7	0	121	0		28	23	6	0	57	0		10	2	10	0	22	0		320
6:00AM	5	31	3	0	39	0		2	27	3	0	32	0		8	8	4	0	20	0		6	3	4	0	13	0		104
6:15AM	7	56	2	0	65	0		4	58	1	0	63	0		10	12	3	0	25	0		4	3	11	0	18	0		171
6:30AM	9	59	1	0	69	0		8	63	8	0	79	0		8	19	11	0	38	0		9	6	10	0</				

Leg Direction	US 2-52 Eastbound						US 2-52 Westbound						13th Northbound						13th Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
6:45AM	8	82	8	0	98	0	4	81	13	0	98	0	17	24	9	0	50	0	9	12	3	0	24	0	270
Hourly Total	29	228	14	0	271	0	18	229	25	0	272	0	43	63	27	0	133	0	28	24	28	0	80	0	756
Total	977	6708	614	15	8314	3	962	6281	742	3	7988	2	1503	1993	866	0	4362	1	1497	1879	802	0	4178	0	24842
% Approach	11.8%	80.7%	7.4%	0.2%	-	-	12.0%	78.6%	9.3%	0%	-	-	34.5%	45.7%	19.9%	0%	-	-	35.8%	45.0%	19.2%	0%	-	-	-
% Total	3.9%	27.0%	2.5%	0.1%	33.5%	-	3.9%	25.3%	3.0%	0%	32.2%	-	6.1%	8.0%	3.5%	0%	17.6%	-	6.0%	7.6%	3.2%	0%	16.8%	-	-
Lights	950	5778	605	14	7347	-	947	5489	698	2	7136	-	1397	1952	847	0	4196	-	1422	1841	772	0	4035	-	22714
% Lights	97.2%	86.1%	98.5%	93.3%	88.4%	-	98.4%	87.4%	94.1%	66.7%	89.3%	-	92.9%	97.9%	97.8%	0%	96.2%	-	95.0%	98.0%	96.3%	0%	96.6%	-	91.4%
Articulated Trucks	9	705	3	1	718	-	0	607	14	1	622	-	76	8	7	0	91	-	24	1	12	0	37	-	1468
% Articulated Trucks	0.9%	10.5%	0.5%	6.7%	8.6%	-	0%	9.7%	1.9%	33.3%	7.8%	-	5.1%	0.4%	0.8%	0%	2.1%	-	1.6%	0.1%	1.5%	0%	0.9%	-	5.9%
Buses and Single-Unit Trucks	18	223	6	0	247	-	15	185	30	0	230	-	30	33	12	0	75	-	51	37	18	0	106	-	658
% Buses and Single-Unit Trucks	1.8%	3.3%	1.0%	0%	3.0%	-	1.6%	2.9%	4.0%	0%	2.9%	-	2.0%	1.7%	1.4%	0%	1.7%	-	3.4%	2.0%	2.2%	0%	2.5%	-	2.6%
Bicycles on Road	0	2	0	0	2	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	2
% Bicycles on Road	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Pedestrians	-	-	-	-	-	3	-	-	-	-	-	2	-	-	-	-	-	1	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1500 20th Ave SE - TMC

Wed Nov 16, 2022

AM Peak (Nov 16 2022 7:30AM - 8:30 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Road)

All Movements

ID: 1015504, Location: 48.21133, -101.27433



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	US 2-52 Eastbound						US 2-52 Westbound						13th Northbound						13th Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2022-11-16 7:30AM	19	137	5	0	161	0	16	116	22	1	155	0	49	78	15	0	142	0	26	32	17	0	75	0	533
7:45AM	31	163	19	0	213	0	21	150	44	0	215	0	41	77	17	0	135	0	36	47	12	0	95	0	658
8:00AM	21	99	24	0	144	0	29	131	29	0	189	0	33	50	13	0	96	0	30	37	15	0	82	0	511
8:15AM	15	83	11	0	109	0	25	115	23	0	163	0	30	38	16	0	84	0	19	42	11	0	72	0	428
Total	86	482	59	0	627	0	91	512	118	1	722	0	153	243	61	0	457	0	111	158	55	0	324	0	2130
% Approach	13.7%	76.9%	9.4%	0%	-	-	12.6%	70.9%	16.3%	0.1%	-	-	33.5%	53.2%	13.3%	0%	-	-	34.3%	48.8%	17.0%	0%	-	-	-
% Total	4.0%	22.6%	2.8%	0%	29.4%	-	4.3%	24.0%	5.5%	0%	33.9%	-	7.2%	11.4%	2.9%	0%	21.5%	-	5.2%	7.4%	2.6%	0%	15.2%	-	-
PHF	0.694	0.739	0.615	-	0.736	-	0.784	0.853	0.670	0.250	0.840	-	0.781	0.779	0.897	-	0.805	-	0.771	0.840	0.809	-	0.853	-	0.809
Lights	84	429	58	0	571	-	90	462	115	1	668	-	142	241	60	0	443	-	105	156	48	0	309	-	1991
% Lights	97.7%	89.0%	98.3%	0%	91.1%	-	98.9%	90.2%	97.5%	100%	92.5%	-	92.8%	99.2%	98.4%	0%	96.9%	-	94.6%	98.7%	87.3%	0%	95.4%	-	93.5%
Articulated Trucks	1	37	0	0	38	-	0	38	1	0	39	-	8	2	0	0	10	-	1	0	2	0	3	-	90
% Articulated Trucks	1.2%	7.7%	0%	0%	6.1%	-	0%	7.4%	0.8%	0%	5.4%	-	5.2%	0.8%	0%	0%	2.2%	-	0.9%	0%	3.6%	0%	0.9%	-	4.2%
Buses and Single-Unit Trucks	1	16	1	0	18	-	1	12	2	0	15	-	3	0	1	0	4	-	5	2	5	0	12	-	49
% Buses and Single-Unit Trucks	1.2%	3.3%	1.7%	0%	2.9%	-	1.1%	2.3%	1.7%	0%	2.1%	-	2.0%	0%	1.6%	0%	0.9%	-	4.5%	1.3%	9.1%	0%	3.7%	-	2.3%
Bicycles on Road	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Bicycles on Road	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1500 20th Ave SE - TMC

Wed Nov 16, 2022

PM Peak (Nov 16 2022 4:30PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Road)

All Movements

ID: 1015504, Location: 48.21133, -101.27433



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	US 2-52 Eastbound							US 2-52 Westbound							13th Northbound							13th Southbound							
Time	L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		Int
2022-11-16 4:30PM	16	137	19	0	172	0		26	150	14	0	190	1		34	40	17	0	91	0		41	69	21	0	131	0		584
4:45PM	23	123	21	2	169	0		22	127	18	0	167	0		35	43	33	0	111	0		38	57	18	0	113	0		560
5:00PM	27	178	22	0	227	0		32	170	20	0	222	0		31	35	29	0	95	0		43	69	19	0	131	0		675
5:15PM	23	137	17	0	177	0		24	164	17	0	205	0		31	43	15	0	89	0		47	59	16	0	122	0		593
Total	89	575	79	2	745	0		104	611	69	0	784	1		131	161	94	0	386	0		169	254	74	0	497	0		2412
% Approach	11.9%	77.2%	10.6%	0.3%	-	-		13.3%	77.9%	8.8%	0%	-	-		33.9%	41.7%	24.4%	0%	-	-		34.0%	51.1%	14.9%	0%	-	-		-
% Total	3.7%	23.8%	3.3%	0.1%	30.9%	-		4.3%	25.3%	2.9%	0%	32.5%	-		5.4%	6.7%	3.9%	0%	16.0%	-		7.0%	10.5%	3.1%	0%	20.6%	-		-
PHF	0.824	0.808	0.898	0.250	0.820	-		0.813	0.899	0.863	-	0.883	-		0.936	0.936	0.712	-	0.869	-		0.899	0.920	0.881	-	0.948	-		0.893
Lights	83	517	76	2	678	-		104	563	67	0	734	-		126	157	91	0	374	-		167	252	73	0	492	-		2278
% Lights	93.3%	89.9%	96.2%	100%	91.0%	-		100%	92.1%	97.1%	0%	93.6%	-		96.2%	97.5%	96.8%	0%	96.9%	-		98.8%	99.2%	98.6%	0%	99.0%	-		94.4%
Articulated Trucks	1	42	2	0	45	-		0	39	1	0	40	-		5	1	1	0	7	-		0	0	0	0	0	-		92
% Articulated Trucks	1.1%	7.3%	2.5%	0%	6.0%	-		0%	6.4%	1.4%	0%	5.1%	-		3.8%	0.6%	1.1%	0%	1.8%	-		0%	0%	0%	0%	0%	-		3.8%
Buses and Single-Unit Trucks	5	16	1	0	22	-		0	9	1	0	10	-		0	3	2	0	5	-		2	2	1	0	5	-		42
% Buses and Single-Unit Trucks	5.6%	2.8%	1.3%	0%	3.0%	-		0%	1.5%	1.4%	0%	1.3%	-		0%	1.9%	2.1%	0%	1.3%	-		1.2%	0.8%	1.4%	0%	1.0%	-		1.7%
Bicycles on Road	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0
% Bicycles on Road	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%
Pedestrians	-	-	-	-	-	0		-	-	-	-	-	1		-	-	-	-	-	0		-	-	-	-	-	0		
% Pedestrians	-	-	-	-	-	-		-	-	-	-	-	100%		-	-	-	-	-	-		-	-	-	-	-	-		-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

21st Avenue Southeast & 13th Street Southeast - TMC

Wed Apr 12, 2023

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1051787, Location: 48.209947, -101.274288



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	21st Ave Eastbound						21st Ave Westbound						13th St Northbound						13th St Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2023-04-12 7:00AM	0	0	0	0	0	0	1	0	3	0	4	0	2	52	0	0	54	0	5	23	8	0	36	0	94
7:15AM	2	0	0	0	2	0	2	0	7	0	9	0	0	88	3	0	91	0	6	34	2	0	42	0	144
7:30AM	6	0	0	0	6	0	4	0	6	0	10	0	0	123	3	0	126	0	6	44	8	0	58	0	200
7:45AM	2	1	0	0	3	0	2	0	7	0	9	0	3	127	4	0	134	0	12	45	10	0	67	0	213
Hourly Total	10	1	0	0	11	0	9	0	23	0	32	0	5	390	10	0	405	0	29	146	28	0	203	0	651
8:00AM	7	1	1	0	9	0	3	0	5	0	8	0	3	75	1	0	79	0	2	69	15	0	86	0	182
8:15AM	6	3	1	0	10	0	3	5	15	0	23	0	2	81	3	0	86	0	3	55	10	0	68	0	187
8:30AM	7	0	2	0	9	0	2	2	6	0	10	0	0	73	3	0	76	0	1	49	7	0	57	0	152
8:45AM	6	1	1	0	8	0	4	4	13	0	21	0	3	51	3	0	57	0	4	48	13	0	65	0	151
Hourly Total	26	5	5	0	36	0	12	11	39	0	62	0	8	280	10	0	298	0	10	221	45	0	276	0	672
4:00PM	17	3	1	0	21	0	6	1	8	0	15	0	3	63	1	0	67	0	4	75	10	0	89	0	192
4:15PM	13	0	3	0	16	0	9	1	13	0	23	0	1	47	3	0	51	0	3	64	7	0	74	0	164
4:30PM	14	0	3	0	17	0	4	0	11	0	15	0	1	63	2	0	66	0	1	87	8	0	96	0	194
4:45PM	16	0	0	0	16	0	11	2	10	0	23	0	1	70	4	0	75	0	2	76	13	0	91	0	205
Hourly Total	60	3	7	0	70	0	30	4	42	0	76	0	6	243	10	0	259	0	10	302	38	0	350	0	755
5:00PM	20	2	1	0	23	0	9	2	29	0	40	0	1	54	3	0	58	0	3	103	20	0	126	0	247
5:15PM	21	0	2	0	23	0	6	2	15	0	23	0	0	68	2	0	70	0	4	117	12	0	133	0	249
5:30PM	13	1	1	0	15	0	10	3	9	0	22	0	1	72	6	0	79	0	3	77	7	0	87	0	203
5:45PM	12	0	2	0	14	0	4	1	17	0	22	0	1	63	6	0	70	0	1	79	7	0	87	0	193
Hourly Total	66	3	6	0	75	0	29	8	70	0	107	0	3	257	17	0	277	0	11	376	46	0	433	0	892
Total	162	12	18	0	192	0	80	23	174	0	277	0	22	1170	47	0	1239	0	60	1045	157	0	1262	0	2970
% Approach	84.4%	6.3%	9.4%	0%	-	-	28.9%	8.3%	62.8%	0%	-	-	1.8%	94.4%	3.8%	0%	-	-	4.8%	82.8%	12.4%	0%	-	-	-
% Total	5.5%	0.4%	0.6%	0%	6.5%	-	2.7%	0.8%	5.9%	0%	9.3%	-	0.7%	39.4%	1.6%	0%	41.7%	-	2.0%	35.2%	5.3%	0%	42.5%	-	-
Lights	160	12	18	0	190	-	76	23	141	0	240	-	22	1159	45	0	1226	-	58	1028	156	0	1242	-	2898
% Lights	98.8%	100%	100%	0%	99.0%	-	95.0%	100%	81.0%	0%	86.6%	-	100%	99.1%	95.7%	0%	99.0%	-	96.7%	98.4%	99.4%	0%	98.4%	-	97.6%
Articulated Trucks	0	0	0	0	0	-	0	0	30	0	30	-	0	0	0	0	0	-	2	0	0	0	2	-	32
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	17.2%	0%	10.8%	-	0%	0%	0%	0%	0%	-	3.3%	0%	0%	0%	0.2%	-	1.1%
Buses and Single-Unit Trucks	2	0	0	0	2	-	4	0	3	0	7	-	0	11	2	0	13	-	0	17	1	0	18	-	40
% Buses and Single-Unit Trucks	1.2%	0%	0%	0%	1.0%	-	5.0%	0%	1.7%	0%	2.5%	-	0%	0.9%	4.3%	0%	1.0%	-	0%	1.6%	0.6%	0%	1.4%	-	1.3%
Bicycles on Road	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Bicycles on Road	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

21st Avenue Southeast & 13th Street Southeast - TMC

Wed Apr 12, 2023

AM Peak (7:30 AM - 8:30 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1051787, Location: 48.209947, -101.274288



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	21st Ave Eastbound						21st Ave Westbound						13th St Northbound						13th St Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2023-04-12 7:30AM	6	0	0	0	6	0	4	0	6	0	10	0	0	123	3	0	126	0	6	44	8	0	58	0	200
7:45AM	2	1	0	0	3	0	2	0	7	0	9	0	3	127	4	0	134	0	12	45	10	0	67	0	213
8:00AM	7	1	1	0	9	0	3	0	5	0	8	0	3	75	1	0	79	0	2	69	15	0	86	0	182
8:15AM	6	3	1	0	10	0	3	5	15	0	23	0	2	81	3	0	86	0	3	55	10	0	68	0	187
Total	21	5	2	0	28	0	12	5	33	0	50	0	8	406	11	0	425	0	23	213	43	0	279	0	782
% Approach	75.0%	17.9%	7.1%	0%	-	-	24.0%	10.0%	66.0%	0%	-	-	1.9%	95.5%	2.6%	0%	-	-	8.2%	76.3%	15.4%	0%	-	-	-
% Total	2.7%	0.6%	0.3%	0%	3.6%	-	1.5%	0.6%	4.2%	0%	6.4%	-	1.0%	51.9%	1.4%	0%	54.3%	-	2.9%	27.2%	5.5%	0%	35.7%	-	-
PHF	0.750	0.417	0.500	-	0.700	-	0.750	0.250	0.550	-	0.543	-	0.667	0.799	0.688	-	0.793	-	0.479	0.772	0.717	-	0.811	-	0.918
Lights	20	5	2	0	27	-	11	5	26	0	42	-	8	401	9	0	418	-	23	209	42	0	274	-	761
% Lights	95.2%	100%	100%	0%	96.4%	-	91.7%	100%	78.8%	0%	84.0%	-	100%	98.8%	81.8%	0%	98.4%	-	100%	98.1%	97.7%	0%	98.2%	-	97.3%
Articulated Trucks	0	0	0	0	0	-	0	0	6	0	6	-	0	0	0	0	0	-	0	0	0	0	0	-	6
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	18.2%	0%	12.0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0.8%
Buses and Single-Unit Trucks	1	0	0	0	1	-	1	0	1	0	2	-	0	5	2	0	7	-	0	4	1	0	5	-	15
% Buses and Single-Unit Trucks	4.8%	0%	0%	0%	3.6%	-	8.3%	0%	3.0%	0%	4.0%	-	0%	1.2%	18.2%	0%	1.6%	-	0%	1.9%	2.3%	0%	1.8%	-	1.9%
Bicycles on Road	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Bicycles on Road	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

21st Avenue Southeast & 13th Street Southeast - TMC

Wed Apr 12, 2023

Forced Peak (4:30 PM - 5:30 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Road, Bicycles on Crosswalk)

All Movements

ID: 1051787, Location: 48.209947, -101.274288



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	21st Ave Eastbound						21st Ave Westbound						13th St Northbound						13th St Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2023-04-12 4:30PM	14	0	3	0	17	0	4	0	11	0	15	0	1	63	2	0	66	0	1	87	8	0	96	0	194
4:45PM	16	0	0	0	16	0	11	2	10	0	23	0	1	70	4	0	75	0	2	76	13	0	91	0	205
5:00PM	20	2	1	0	23	0	9	2	29	0	40	0	1	54	3	0	58	0	3	103	20	0	126	0	247
5:15PM	21	0	2	0	23	0	6	2	15	0	23	0	0	68	2	0	70	0	4	117	12	0	133	0	249
Total	71	2	6	0	79	0	30	6	65	0	101	0	3	255	11	0	269	0	10	383	53	0	446	0	895
% Approach	89.9%	2.5%	7.6%	0%	-	-	29.7%	5.9%	64.4%	0%	-	-	1.1%	94.8%	4.1%	0%	-	-	2.2%	85.9%	11.9%	0%	-	-	-
% Total	7.9%	0.2%	0.7%	0%	8.8%	-	3.4%	0.7%	7.3%	0%	11.3%	-	0.3%	28.5%	1.2%	0%	30.1%	-	1.1%	42.8%	5.9%	0%	49.8%	-	-
PHF	0.845	0.250	0.500	-	0.859	-	0.682	0.750	0.560	-	0.631	-	0.750	0.911	0.688	-	0.897	-	0.625	0.818	0.663	-	0.838	-	0.899
Lights	71	2	6	0	79	-	29	6	58	0	93	-	3	254	11	0	268	-	9	382	53	0	444	-	884
% Lights	100%	100%	100%	0%	100%	-	96.7%	100%	89.2%	0%	92.1%	-	100%	99.6%	100%	0%	99.6%	-	90.0%	99.7%	100%	0%	99.6%	-	98.8%
Articulated Trucks	0	0	0	0	0	-	0	0	6	0	6	-	0	0	0	0	0	-	1	0	0	0	1	-	7
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	9.2%	0%	5.9%	-	0%	0%	0%	0%	0%	-	10.0%	0%	0%	0%	0.2%	-	0.8%
Buses and Single-Unit Trucks	0	0	0	0	0	-	1	0	1	0	2	-	0	1	0	0	1	-	0	1	0	0	1	-	4
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	3.3%	0%	1.5%	0%	2.0%	-	0%	0.4%	0%	0%	0.4%	-	0%	0.3%	0%	0%	0.2%	-	0.4%
Bicycles on Road	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Bicycles on Road	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Timings

51: 13th Street SE & US 2/52 Bypass

03/22/2023

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	80	225	75	45	300	60	155	140	120	75	80	85
Future Volume (vph)	80	225	75	45	300	60	155	140	120	75	80	85
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	6
Switch Phase												
Minimum Initial (s)	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0
Minimum Split (s)	15.0	22.7	22.7	15.0	22.7	22.7	15.0	16.1	16.1	15.0	16.1	16.1
Total Split (s)	15.0	43.0	43.0	15.0	43.0	43.0	15.0	32.0	32.0	15.0	32.0	32.0
Total Split (%)	14.3%	41.0%	41.0%	14.3%	41.0%	41.0%	14.3%	30.5%	30.5%	14.3%	30.5%	30.5%
Yellow Time (s)	4.3	4.7	4.7	4.3	4.7	4.7	3.0	3.1	3.1	3.0	3.1	3.1
All-Red Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	2.7	3.0	3.0	3.0	3.0	3.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.3	7.7	7.7	7.3	7.7	7.7	5.7	6.1	6.1	6.0	6.1	6.1
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?												
Recall Mode	None	Min	Min	None	Min	Min	None	None	None	None	None	None
Act Effect Green (s)	20.3	15.9	15.9	18.1	12.7	12.7	19.0	11.9	11.9	16.4	11.2	11.2
Actuated g/C Ratio	0.33	0.26	0.26	0.30	0.21	0.21	0.31	0.20	0.20	0.27	0.18	0.18
v/c Ratio	0.23	0.29	0.16	0.13	0.48	0.15	0.45	0.47	0.30	0.22	0.28	0.22
Control Delay	14.8	22.9	0.7	14.0	26.9	0.7	18.9	31.0	3.5	15.8	27.9	1.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	14.8	22.9	0.7	14.0	26.9	0.7	18.9	31.0	3.5	15.8	27.9	1.2
LOS	B	C	A	B	C	A	B	C	A	B	C	A
Approach Delay		16.8			21.6			18.6			14.7	
Approach LOS		B			C			B			B	

Intersection Summary

Cycle Length: 105

Actuated Cycle Length: 60.9

Natural Cycle: 70

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.48

Intersection Signal Delay: 18.3

Intersection LOS: B

Intersection Capacity Utilization 51.3%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 51: 13th Street SE & US 2/52 Bypass

			
15 s	32 s	15 s	43 s
			
15 s	32 s	15 s	43 s

Traffic Impact Study

Appendix C | Trip Generation

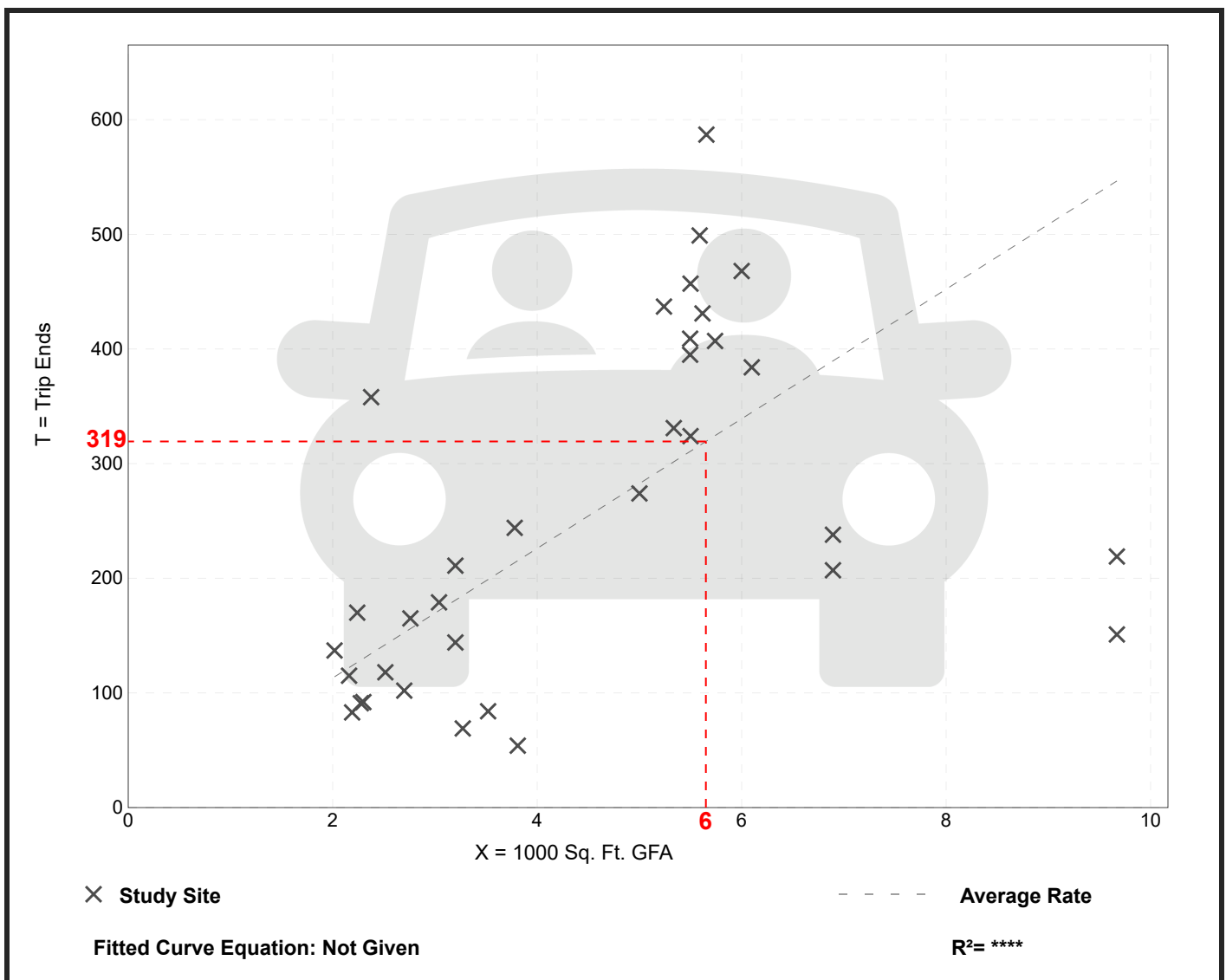
Convenience Store/Gas Station - VFP (9-15) (945)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 34
Avg. 1000 Sq. Ft. GFA: 4
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
56.52	14.17 - 150.67	27.56

Data Plot and Equation



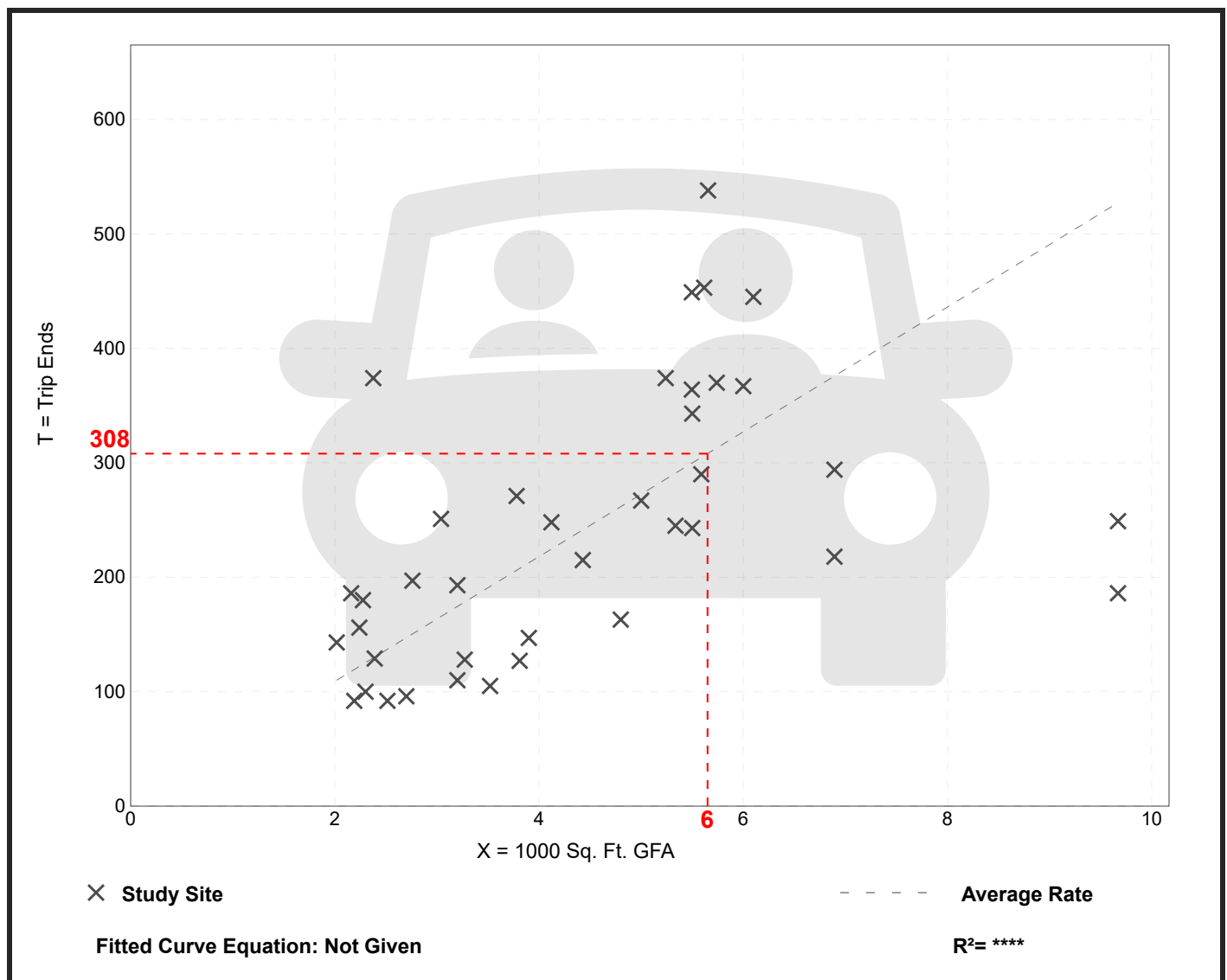
Convenience Store/Gas Station - VFP (9-15) (945)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 39
 Avg. 1000 Sq. Ft. GFA: 4
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
54.52	19.23 - 157.41	23.69

Data Plot and Equation



Traffic Impact Study

Appendix D | Capacity Analysis

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	90	506	62	97	538	124	162	258	64	117	166	58
Future Volume (vph)	90	506	62	97	538	124	162	258	64	117	166	58
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	14	12	13	13	12	13	12	12	13	12	12	13
Storage Length (ft)	550		540	540		525	200		150	200		115
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Right Turn on Red			Yes			Yes			Yes			Yes
Link Speed (mph)		50			50			30			30	
Link Distance (ft)		1942			1101			344			1194	
Travel Time (s)		26.5			15.0			7.8			27.1	
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Heavy Vehicles (%)	2%	11%	2%	2%	10%	3%	7%	2%	2%	5%	2%	13%
Shared Lane Traffic (%)												
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	6
Switch Phase												
Minimum Initial (s)	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0
Minimum Split (s)	15.0	22.7	22.7	15.0	22.7	22.7	15.0	16.1	16.1	15.0	16.1	16.1
Total Split (s)	15.0	43.0	43.0	15.0	43.0	43.0	15.0	32.0	32.0	15.0	32.0	32.0
Total Split (%)	14.3%	41.0%	41.0%	14.3%	41.0%	41.0%	14.3%	30.5%	30.5%	14.3%	30.5%	30.5%
Yellow Time (s)	4.3	4.7	4.7	4.3	4.7	4.7	3.0	3.1	3.1	3.0	3.1	3.1
All-Red Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.3	7.7	7.7	7.3	7.7	7.7	6.0	6.1	6.1	6.0	6.1	6.1
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?												
Recall Mode	None	Min	Min	None	Min	Min	None	None	None	None	None	None

Intersection Summary

Area Type: Other

Cycle Length: 105

Actuated Cycle Length: 87.8

Natural Cycle: 80

Control Type: Actuated-Uncoordinated

Splits and Phases: 1: 13th Street SE & U.S. Highway 2/52

			
Ø1	Ø2	Ø3	Ø4
15 s	32 s	15 s	43 s
			
Ø5	Ø6	Ø7	Ø8
15 s	32 s	15 s	43 s

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	90	506	62	97	538	124	162	258	64	117	166	58
Future Volume (veh/h)	90	506	62	97	538	124	162	258	64	117	166	58
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1945	1737	1945	1945	1752	1930	1796	1870	1945	1826	1870	1776
Adj Flow Rate, veh/h	111	625	77	120	664	153	200	319	79	144	205	72
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	2	11	2	2	10	3	7	2	2	5	2	13
Cap, veh/h	275	873	436	295	895	440	386	396	349	300	342	275
Arrive On Green	0.06	0.26	0.26	0.07	0.27	0.27	0.12	0.21	0.21	0.09	0.18	0.18
Sat Flow, veh/h	1853	3300	1648	1853	3328	1635	1711	1870	1648	1739	1870	1505
Grp Volume(v), veh/h	111	625	77	120	664	153	200	319	79	144	205	72
Grp Sat Flow(s),veh/h/ln	1853	1650	1648	1853	1664	1635	1711	1870	1648	1739	1870	1505
Q Serve(g_s), s	3.2	12.7	2.7	3.4	13.5	5.6	6.8	12.0	2.9	4.9	7.4	3.0
Cycle Q Clear(g_c), s	3.2	12.7	2.7	3.4	13.5	5.6	6.8	12.0	2.9	4.9	7.4	3.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	275	873	436	295	895	440	386	396	349	300	342	275
V/C Ratio(X)	0.40	0.72	0.18	0.41	0.74	0.35	0.52	0.80	0.23	0.48	0.60	0.26
Avail Cap(c_a), veh/h	351	1577	788	362	1590	781	393	656	578	357	656	528
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.1	24.6	21.0	18.9	24.7	21.8	20.9	27.7	24.1	22.1	27.7	25.9
Incr Delay (d2), s/veh	1.0	1.1	0.2	0.9	1.2	0.5	1.1	3.9	0.3	1.2	1.7	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.2	8.0	1.7	2.4	8.4	3.5	4.9	9.4	1.9	3.6	6.0	1.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.1	25.8	21.1	19.8	25.9	22.2	22.1	31.5	24.4	23.3	29.4	26.4
LnGrp LOS	C	C	C	B	C	C	C	C	C	C	C	C
Approach Vol, veh/h		813			937			598			421	
Approach Delay, s/veh		24.5			24.5			27.4			26.8	
Approach LOS		C			C			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.6	21.8	12.3	27.3	14.7	19.6	12.0	27.6				
Change Period (Y+Rc), s	6.0	6.1	7.3	7.7	6.0	6.1	7.3	7.7				
Max Green Setting (Gmax), s	9.0	25.9	7.7	35.3	9.0	25.9	7.7	35.3				
Max Q Clear Time (g_c+I1), s	6.9	14.0	5.4	14.7	8.8	9.4	5.2	15.5				
Green Ext Time (p_c), s	0.1	1.7	0.1	3.9	0.0	1.2	0.1	4.4				
Intersection Summary												
HCM 6th Ctrl Delay			25.5									
HCM 6th LOS			C									

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↔		↔	↔	
Traffic Vol, veh/h	22	5	2	13	5	35	8	427	12	26	249	50
Future Vol, veh/h	22	5	2	13	5	35	8	427	12	26	249	50
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	110	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	5	2	2	8	2	21	2	2	18	2	2	2
Mvmt Flow	24	5	2	14	5	38	9	464	13	28	271	54

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	864	849	298	847	870	471	325	0	0	477	0	0
Stage 1	354	354	-	489	489	-	-	-	-	-	-	-
Stage 2	510	495	-	358	381	-	-	-	-	-	-	-
Critical Hdwy	7.15	6.52	6.22	7.18	6.52	6.41	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.15	5.52	-	6.18	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.15	5.52	-	6.18	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.545	4.018	3.318	3.572	4.018	3.489	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	271	298	741	275	290	556	1235	-	-	1085	-	-
Stage 1	657	630	-	549	549	-	-	-	-	-	-	-
Stage 2	541	546	-	648	613	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	243	288	741	263	280	556	1235	-	-	1085	-	-
Mov Cap-2 Maneuver	243	288	-	263	280	-	-	-	-	-	-	-
Stage 1	652	614	-	545	545	-	-	-	-	-	-	-
Stage 2	495	542	-	624	597	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	20.6		15.3		0.1		0.7	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1235	-	-	262	407	1085	-
HCM Lane V/C Ratio	0.007	-	-	0.12	0.142	0.026	-
HCM Control Delay (s)	7.9	-	-	20.6	15.3	8.4	-
HCM Lane LOS	A	-	-	C	C	A	-
HCM 95th %tile Q(veh)	0	-	-	0.4	0.5	0.1	-

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	94	604	85	111	642	72	140	171	100	178	273	78
Future Volume (vph)	94	604	85	111	642	72	140	171	100	178	273	78
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	14	12	13	13	12	13	12	12	13	12	12	13
Storage Length (ft)	550		540	540		525	200		150	200		115
Storage Lanes	1		1	1		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Right Turn on Red			Yes			Yes			Yes			Yes
Link Speed (mph)		50			50			30			30	
Link Distance (ft)		1942			1101			344			1194	
Travel Time (s)		26.5			15.0			7.8			27.1	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	7%	10%	4%	2%	8%	3%	4%	3%	3%	2%	2%	2%
Shared Lane Traffic (%)												
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	6
Switch Phase												
Minimum Initial (s)	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0
Minimum Split (s)	15.0	22.7	22.7	15.0	22.7	22.7	15.0	16.1	16.1	15.0	16.1	16.1
Total Split (s)	15.0	43.0	43.0	15.0	43.0	43.0	15.0	32.0	32.0	15.0	32.0	32.0
Total Split (%)	14.3%	41.0%	41.0%	14.3%	41.0%	41.0%	14.3%	30.5%	30.5%	14.3%	30.5%	30.5%
Yellow Time (s)	4.3	4.7	4.7	4.3	4.7	4.7	3.0	3.1	3.1	3.0	3.1	3.1
All-Red Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.3	7.7	7.7	7.3	7.7	7.7	6.0	6.1	6.1	6.0	6.1	6.1
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?												
Recall Mode	None	Min	Min	None	Min	Min	None	None	None	None	None	None

Intersection Summary

Area Type: Other

Cycle Length: 105

Actuated Cycle Length: 88.7

Natural Cycle: 80

Control Type: Actuated-Uncoordinated

Splits and Phases: 1: 13th Street SE & U.S. Highway 2/52

			
Ø1	Ø2	Ø3	Ø4
15 s	32 s	15 s	43 s
			
Ø5	Ø6	Ø7	Ø8
15 s	32 s	15 s	43 s

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	94	604	85	111	642	72	140	171	100	178	273	78
Future Volume (veh/h)	94	604	85	111	642	72	140	171	100	178	273	78
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1868	1752	1914	1945	1781	1930	1841	1856	1930	1870	1870	1945
Adj Flow Rate, veh/h	106	679	96	125	721	81	157	192	112	200	307	88
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	7	10	4	2	8	3	4	3	3	2	2	2
Cap, veh/h	263	908	442	286	949	458	308	344	303	396	383	337
Arrive On Green	0.06	0.27	0.27	0.07	0.28	0.28	0.09	0.19	0.19	0.11	0.20	0.20
Sat Flow, veh/h	1779	3328	1622	1853	3385	1635	1753	1856	1635	1781	1870	1648
Grp Volume(v), veh/h	106	679	96	125	721	81	157	192	112	200	307	88
Grp Sat Flow(s),veh/h/ln	1779	1664	1622	1853	1692	1635	1753	1856	1635	1781	1870	1648
Q Serve(g_s), s	3.2	14.1	3.5	3.6	14.7	2.8	5.3	7.1	4.5	6.7	11.8	3.4
Cycle Q Clear(g_c), s	3.2	14.1	3.5	3.6	14.7	2.8	5.3	7.1	4.5	6.7	11.8	3.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	263	908	442	286	949	458	308	344	303	396	383	337
V/C Ratio(X)	0.40	0.75	0.22	0.44	0.76	0.18	0.51	0.56	0.37	0.50	0.80	0.26
Avail Cap(c_a), veh/h	335	1556	758	347	1582	764	351	636	561	406	641	565
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.4	25.1	21.2	19.1	24.9	20.6	22.3	27.9	26.9	21.3	28.6	25.2
Incr Delay (d2), s/veh	1.0	1.3	0.2	1.0	1.3	0.2	1.3	1.4	0.7	1.0	3.9	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.2	8.7	2.2	2.6	9.1	1.8	4.0	5.7	3.0	5.0	9.3	2.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.3	26.4	21.5	20.2	26.1	20.8	23.6	29.4	27.6	22.3	32.5	25.6
LnGrp LOS	C	C	C	C	C	C	C	C	C	C	C	C
Approach Vol, veh/h		881			927			461			595	
Approach Delay, s/veh		25.1			24.9			27.0			28.1	
Approach LOS		C			C			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	14.6	20.1	12.5	28.3	13.1	21.6	12.0	28.9				
Change Period (Y+Rc), s	6.0	6.1	7.3	7.7	6.0	6.1	7.3	7.7				
Max Green Setting (Gmax), s	9.0	25.9	7.7	35.3	9.0	25.9	7.7	35.3				
Max Q Clear Time (g_c+I1), s	8.7	9.1	5.6	16.1	7.3	13.8	5.2	16.7				
Green Ext Time (p_c), s	0.0	1.3	0.1	4.3	0.1	1.7	0.0	4.5				
Intersection Summary												
HCM 6th Ctrl Delay			25.9									
HCM 6th LOS			C									

Intersection												
Int Delay, s/veh	4.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	75	2	6	32	6	68	3	268	12	11	402	56
Future Vol, veh/h	75	2	6	32	6	68	3	268	12	11	402	56
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	110	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	90	90	90	90	90	90	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	3	2	11	2	2	2	10	2	2
Mvmt Flow	83	2	7	36	7	76	3	298	13	12	447	62

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	854	819	478	818	844	305	509	0	0	311	0	0
Stage 1	502	502	-	311	311	-	-	-	-	-	-	-
Stage 2	352	317	-	507	533	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.13	6.52	6.31	4.12	-	-	4.2	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.527	4.018	3.399	2.218	-	-	2.29	-	-
Pot Cap-1 Maneuver	279	310	587	294	300	714	1056	-	-	1205	-	-
Stage 1	552	542	-	697	658	-	-	-	-	-	-	-
Stage 2	665	654	-	546	525	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	243	306	587	286	296	714	1056	-	-	1205	-	-
Mov Cap-2 Maneuver	243	306	-	286	296	-	-	-	-	-	-	-
Stage 1	550	537	-	695	656	-	-	-	-	-	-	-
Stage 2	587	652	-	532	520	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	26.9		15.3		0.1		0.2	
HCM LOS	D		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1056	-	-	255 466	1205	-	-
HCM Lane V/C Ratio	0.003	-	-	0.362 0.253	0.01	-	-
HCM Control Delay (s)	8.4	-	-	26.9 15.3	8	-	-
HCM Lane LOS	A	-	-	D C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	1.6 1	0	-	-

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	90	439	116	178	472	124	220	262	146	117	170	58
Future Volume (vph)	90	439	116	178	472	124	220	262	146	117	170	58
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	14	12	13	13	12	13	12	12	13	12	12	13
Storage Length (ft)	550		540	540		525	200		150	200		115
Storage Lanes	1		1	1		1	1		0	1		1
Taper Length (ft)	25			25			25			25		
Right Turn on Red			Yes			Yes			Yes			Yes
Link Speed (mph)		50			50			30			30	
Link Distance (ft)		1942			1101			283			1194	
Travel Time (s)		26.5			15.0			6.4			27.1	
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Heavy Vehicles (%)	2%	11%	2%	2%	10%	3%	7%	2%	2%	5%	2%	13%
Shared Lane Traffic (%)												
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	6
Switch Phase												
Minimum Initial (s)	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0
Minimum Split (s)	15.0	22.7	22.7	15.0	22.7	22.7	15.0	16.1	16.1	15.0	16.1	16.1
Total Split (s)	15.0	43.0	43.0	15.0	43.0	43.0	15.0	32.0	32.0	15.0	32.0	32.0
Total Split (%)	14.3%	41.0%	41.0%	14.3%	41.0%	41.0%	14.3%	30.5%	30.5%	14.3%	30.5%	30.5%
Yellow Time (s)	4.3	4.7	4.7	4.3	4.7	4.7	3.0	3.1	3.1	3.0	3.1	3.1
All-Red Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.3	7.7	7.7	7.3	7.7	7.7	6.0	6.1	6.1	6.0	6.1	6.1
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?												
Recall Mode	None	Min	Min	None	Min	Min	None	None	None	None	None	None

Intersection Summary

Area Type: Other

Cycle Length: 105

Actuated Cycle Length: 85

Natural Cycle: 75

Control Type: Actuated-Uncoordinated

Splits and Phases: 1: 13th Street SE & U.S. Highway 2/52

			
Ø1	Ø2	Ø3	Ø4
15 s	32 s	15 s	43 s
			
Ø5	Ø6	Ø7	Ø8
15 s	32 s	15 s	43 s

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	90	439	116	178	472	124	220	262	146	117	170	58
Future Volume (veh/h)	90	439	116	178	472	124	220	262	146	117	170	58
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1945	1737	1945	1945	1752	1930	1796	1870	1945	1826	1870	1776
Adj Flow Rate, veh/h	111	542	143	220	583	153	272	323	180	144	210	72
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	2	11	2	2	10	3	7	2	2	5	2	13
Cap, veh/h	300	751	375	347	884	434	389	406	358	298	346	279
Arrive On Green	0.07	0.23	0.23	0.10	0.27	0.27	0.12	0.22	0.22	0.09	0.19	0.19
Sat Flow, veh/h	1853	3300	1648	1853	3328	1635	1711	1870	1648	1739	1870	1505
Grp Volume(v), veh/h	111	542	143	220	583	153	272	323	180	144	210	72
Grp Sat Flow(s),veh/h/ln	1853	1650	1648	1853	1664	1635	1711	1870	1648	1739	1870	1505
Q Serve(g_s), s	3.4	11.3	5.5	6.7	11.6	5.7	9.0	12.2	7.2	4.9	7.7	3.1
Cycle Q Clear(g_c), s	3.4	11.3	5.5	6.7	11.6	5.7	9.0	12.2	7.2	4.9	7.7	3.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	300	751	375	347	884	434	389	406	358	298	346	279
V/C Ratio(X)	0.37	0.72	0.38	0.63	0.66	0.35	0.70	0.80	0.50	0.48	0.61	0.26
Avail Cap(c_a), veh/h	370	1562	780	347	1575	774	389	649	572	353	649	523
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.4	26.6	24.4	20.1	24.4	22.2	22.5	27.6	25.7	22.2	27.9	26.0
Incr Delay (d2), s/veh	0.8	1.3	0.6	3.7	0.8	0.5	5.4	3.6	1.1	1.2	1.7	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.4	7.4	3.6	5.2	7.5	3.6	7.7	9.5	4.7	3.6	6.3	1.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	21.2	27.9	25.0	23.9	25.2	22.7	27.9	31.2	26.7	23.4	29.6	26.5
LnGrp LOS	C	C	C	C	C	C	C	C	C	C	C	C
Approach Vol, veh/h		796			956			775			426	
Approach Delay, s/veh		26.5			24.5			29.0			27.0	
Approach LOS		C			C			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.6	22.3	15.0	24.7	15.0	19.9	12.2	27.5				
Change Period (Y+Rc), s	6.0	6.1	7.3	7.7	6.0	6.1	7.3	7.7				
Max Green Setting (Gmax), s	9.0	25.9	7.7	35.3	9.0	25.9	7.7	35.3				
Max Q Clear Time (g_c+I1), s	6.9	14.2	8.7	13.3	11.0	9.7	5.4	13.6				
Green Ext Time (p_c), s	0.1	2.0	0.0	3.7	0.0	1.2	0.0	4.0				
Intersection Summary												
HCM 6th Ctrl Delay			26.6									
HCM 6th LOS			C									

Intersection												
Int Delay, s/veh	11.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔		↔	↔		↔	↔	
Traffic Vol, veh/h	166	5	6	13	5	35	12	427	12	26	249	60
Future Vol, veh/h	166	5	6	13	5	35	12	427	12	26	249	60
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	110	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	5	2	2	8	2	21	2	2	18	10	2	2
Mvmt Flow	180	5	7	14	5	38	13	464	13	28	271	65

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	878	863	304	863	889	471	336	0	0	477	0	0
Stage 1	360	360	-	497	497	-	-	-	-	-	-	-
Stage 2	518	503	-	366	392	-	-	-	-	-	-	-
Critical Hdwy	7.15	6.52	6.22	7.18	6.52	6.41	4.12	-	-	4.2	-	-
Critical Hdwy Stg 1	6.15	5.52	-	6.18	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.15	5.52	-	6.18	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.545	4.018	3.318	3.572	4.018	3.489	2.218	-	-	2.29	-	-
Pot Cap-1 Maneuver	265	292	736	268	282	556	1223	-	-	1045	-	-
Stage 1	652	626	-	544	545	-	-	-	-	-	-	-
Stage 2	535	541	-	641	606	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	236	281	736	254	271	556	1223	-	-	1045	-	-
Mov Cap-2 Maneuver	236	281	-	254	271	-	-	-	-	-	-	-
Stage 1	645	609	-	538	539	-	-	-	-	-	-	-
Stage 2	488	535	-	613	590	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	59.4		15.5		0.2		0.7	
HCM LOS	F		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1223	-	-	243	400	1045	-
HCM Lane V/C Ratio	0.011	-	-	0.792	0.144	0.027	-
HCM Control Delay (s)	8	-	-	59.4	15.5	8.5	-
HCM Lane LOS	A	-	-	F	C	A	-
HCM 95th %tile Q(veh)	0	-	-	5.9	0.5	0.1	-

Intersection						
Int Delay, s/veh	6.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	27	41	73	4	136	23
Future Vol, veh/h	27	41	73	4	136	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	29	45	79	4	148	25
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	83	0	-	0	184	81
Stage 1	-	-	-	-	81	-
Stage 2	-	-	-	-	103	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1514	-	-	-	805	979
Stage 1	-	-	-	-	942	-
Stage 2	-	-	-	-	921	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1514	-	-	-	789	979
Mov Cap-2 Maneuver	-	-	-	-	789	-
Stage 1	-	-	-	-	923	-
Stage 2	-	-	-	-	921	-
Approach	EB	WB		SB		
HCM Control Delay, s	2.9	0		10.6		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1514	-	-	-	812	
HCM Lane V/C Ratio	0.019	-	-	-	0.213	
HCM Control Delay (s)	7.4	0	-	-	10.6	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.8	

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↓	↓
Traffic Vol, veh/h	0	58	86	0	12	1
Future Vol, veh/h	0	58	86	0	12	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	100	2
Mvmt Flow	0	63	93	0	13	1
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	156	93
Stage 1	-	-	-	-	93	-
Stage 2	-	-	-	-	63	-
Critical Hdwy	-	-	-	-	7.4	6.22
Critical Hdwy Stg 1	-	-	-	-	6.4	-
Critical Hdwy Stg 2	-	-	-	-	6.4	-
Follow-up Hdwy	-	-	-	-	4.4	3.318
Pot Cap-1 Maneuver	0	-	-	0	652	964
Stage 1	0	-	-	0	734	-
Stage 2	0	-	-	0	760	-
Platoon blocked, %		-	-			
Mov Cap-1 Maneuver	-	-	-	-	652	964
Mov Cap-2 Maneuver	-	-	-	-	652	-
Stage 1	-	-	-	-	734	-
Stage 2	-	-	-	-	760	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		10.5		
HCM LOS	B					
Minor Lane/Major Mvmt	EBT	WBT	SBLn1			
Capacity (veh/h)	-	-	669			
HCM Lane V/C Ratio	-	-	0.021			
HCM Control Delay (s)	-	-	10.5			
HCM Lane LOS	-	-	B			
HCM 95th %tile Q(veh)	-	-	0.1			

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	94	539	137	189	579	72	196	175	179	178	277	78
Future Volume (vph)	94	539	137	189	579	72	196	175	179	178	277	78
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	14	12	13	13	12	13	12	12	13	12	12	13
Storage Length (ft)	550		540	540		525	200		150	200		115
Storage Lanes	1		1	1		1	1		0	1		1
Taper Length (ft)	25			25			25			25		
Right Turn on Red			Yes			Yes			Yes			Yes
Link Speed (mph)		50			50			30			30	
Link Distance (ft)		1942			1101			283			1194	
Travel Time (s)		26.5			15.0			6.4			27.1	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Heavy Vehicles (%)	7%	10%	4%	2%	8%	3%	4%	3%	3%	2%	2%	2%
Shared Lane Traffic (%)												
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Detector Phase	7	4	4	3	8	8	5	2	2	1	6	6
Switch Phase												
Minimum Initial (s)	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0	5.0	7.0	7.0
Minimum Split (s)	15.0	22.7	22.7	15.0	22.7	22.7	15.0	16.1	16.1	15.0	16.1	16.1
Total Split (s)	15.0	43.0	43.0	15.0	43.0	43.0	15.0	32.0	32.0	15.0	32.0	32.0
Total Split (%)	14.3%	41.0%	41.0%	14.3%	41.0%	41.0%	14.3%	30.5%	30.5%	14.3%	30.5%	30.5%
Yellow Time (s)	4.3	4.7	4.7	4.3	4.7	4.7	3.0	3.1	3.1	3.0	3.1	3.1
All-Red Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.3	7.7	7.7	7.3	7.7	7.7	6.0	6.1	6.1	6.0	6.1	6.1
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?												
Recall Mode	None	Min	Min	None	Min	Min	None	None	None	None	None	None

Intersection Summary

Area Type: Other

Cycle Length: 105

Actuated Cycle Length: 86.9

Natural Cycle: 80

Control Type: Actuated-Uncoordinated

Splits and Phases: 1: 13th Street SE & U.S. Highway 2/52

			
15 s	32 s	15 s	43 s
			
15 s	32 s	15 s	43 s

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	94	539	137	189	579	72	196	175	179	178	277	78
Future Volume (veh/h)	94	539	137	189	579	72	196	175	179	178	277	78
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1868	1752	1914	1945	1781	1930	1841	1856	1930	1870	1870	1945
Adj Flow Rate, veh/h	106	606	154	212	651	81	220	197	201	200	311	88
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89	0.89
Percent Heavy Veh, %	7	10	4	2	8	3	4	3	3	2	2	2
Cap, veh/h	279	813	396	326	942	455	334	384	339	399	382	337
Arrive On Green	0.06	0.24	0.24	0.10	0.28	0.28	0.11	0.21	0.21	0.11	0.20	0.20
Sat Flow, veh/h	1779	3328	1622	1853	3385	1635	1753	1856	1635	1781	1870	1648
Grp Volume(v), veh/h	106	606	154	212	651	81	220	197	201	200	311	88
Grp Sat Flow(s),veh/h/ln	1779	1664	1622	1853	1692	1635	1753	1856	1635	1781	1870	1648
Q Serve(g_s), s	3.5	13.4	6.3	6.8	13.6	3.0	7.8	7.5	8.8	6.9	12.6	3.6
Cycle Q Clear(g_c), s	3.5	13.4	6.3	6.8	13.6	3.0	7.8	7.5	8.8	6.9	12.6	3.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	279	813	396	326	942	455	334	384	339	399	382	337
V/C Ratio(X)	0.38	0.75	0.39	0.65	0.69	0.18	0.66	0.51	0.59	0.50	0.81	0.26
Avail Cap(c_a), veh/h	340	1480	721	326	1505	727	334	605	533	404	610	538
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.2	27.7	25.1	21.0	25.6	21.8	22.4	27.9	28.5	21.4	30.2	26.6
Incr Delay (d2), s/veh	0.8	1.4	0.6	4.5	0.9	0.2	4.7	1.1	1.7	1.0	4.5	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.5	8.6	4.1	5.4	8.7	1.9	6.3	6.0	5.9	5.1	9.9	2.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	22.0	29.1	25.7	25.6	26.5	21.9	27.2	29.0	30.1	22.4	34.7	27.0
LnGrp LOS	C	C	C	C	C	C	C	C	C	C	C	C
Approach Vol, veh/h		866			944			618			599	
Approach Delay, s/veh		27.6			25.9			28.7			29.4	
Approach LOS		C			C			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	14.8	22.5	15.0	27.1	15.0	22.3	12.3	29.8				
Change Period (Y+Rc), s	6.0	6.1	7.3	7.7	6.0	6.1	7.3	7.7				
Max Green Setting (Gmax), s	9.0	25.9	7.7	35.3	9.0	25.9	7.7	35.3				
Max Q Clear Time (g_c+I1), s	8.9	10.8	8.8	15.4	9.8	14.6	5.5	15.6				
Green Ext Time (p_c), s	0.0	1.6	0.0	4.0	0.0	1.6	0.0	4.1				
Intersection Summary												
HCM 6th Ctrl Delay			27.7									
HCM 6th LOS			C									

Intersection												
Int Delay, s/veh	21											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	214	2	10	32	6	68	7	268	12	11	402	65
Future Vol, veh/h	214	2	10	32	6	68	7	268	12	11	402	65
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	110	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	3	2	11	2	2	2	10	2	2
Mvmt Flow	233	2	11	35	7	74	8	291	13	12	437	71

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	851	817	473	817	846	298	508	0	0	304	0	0
Stage 1	497	497	-	314	314	-	-	-	-	-	-	-
Stage 2	354	320	-	503	532	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.13	6.52	6.31	4.12	-	-	4.2	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.527	4.018	3.399	2.218	-	-	2.29	-	-
Pot Cap-1 Maneuver	280	311	591	294	299	721	1057	-	-	1213	-	-
Stage 1	555	545	-	695	656	-	-	-	-	-	-	-
Stage 2	663	652	-	549	526	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	244	305	591	283	294	721	1057	-	-	1213	-	-
Mov Cap-2 Maneuver	244	305	-	283	294	-	-	-	-	-	-	-
Stage 1	551	540	-	689	651	-	-	-	-	-	-	-
Stage 2	585	647	-	531	521	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	94.2		15.3		0.2		0.2	
HCM LOS	F		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1057	-	-	251 465	1213	-	-
HCM Lane V/C Ratio	0.007	-	-	0.979 0.248	0.01	-	-
HCM Control Delay (s)	8.4	-	-	94.2 15.3	8	-	-
HCM Lane LOS	A	-	-	F C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	9.3 1	0	-	-

Intersection						
Int Delay, s/veh	5.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	25	94	74	4	132	22
Future Vol, veh/h	25	94	74	4	132	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	27	102	80	4	143	24
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	84	0	-	0	238	82
Stage 1	-	-	-	-	82	-
Stage 2	-	-	-	-	156	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1513	-	-	-	750	978
Stage 1	-	-	-	-	941	-
Stage 2	-	-	-	-	872	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1513	-	-	-	736	978
Mov Cap-2 Maneuver	-	-	-	-	736	-
Stage 1	-	-	-	-	923	-
Stage 2	-	-	-	-	872	-
Approach	EB	WB		SB		
HCM Control Delay, s	1.6	0		11		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1513	-	-	-	763	
HCM Lane V/C Ratio	0.018	-	-	-	0.219	
HCM Control Delay (s)	7.4	0	-	-	11	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0.1	-	-	-	0.8	

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↓	↓
Traffic Vol, veh/h	0	110	87	0	11	1
Future Vol, veh/h	0	110	87	0	11	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	100	2
Mvmt Flow	0	120	95	0	12	1
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	-	0	-	0	215	95
Stage 1	-	-	-	-	95	-
Stage 2	-	-	-	-	120	-
Critical Hdwy	-	-	-	-	7.4	6.22
Critical Hdwy Stg 1	-	-	-	-	6.4	-
Critical Hdwy Stg 2	-	-	-	-	6.4	-
Follow-up Hdwy	-	-	-	-	4.4	3.318
Pot Cap-1 Maneuver	0	-	-	0	598	962
Stage 1	0	-	-	0	732	-
Stage 2	0	-	-	0	711	-
Platoon blocked, %		-	-			
Mov Cap-1 Maneuver	-	-	-	-	598	962
Mov Cap-2 Maneuver	-	-	-	-	598	-
Stage 1	-	-	-	-	732	-
Stage 2	-	-	-	-	711	-
Approach	EB	WB		SB		
HCM Control Delay, s	0	0		11		
HCM LOS					B	
Minor Lane/Major Mvmt	EBT	WBT	SBLn1			
Capacity (veh/h)	-	-	617			
HCM Lane V/C Ratio	-	-	0.021			
HCM Control Delay (s)	-	-	11			
HCM Lane LOS	-	-	B			
HCM 95th %tile Q(veh)	-	-	0.1			

Intersection												
Int Delay, s/veh	5.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	166	5	6	13	5	35	12	427	12	26	249	60
Future Vol, veh/h	166	5	6	13	5	35	12	427	12	26	249	60
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	110	-	110	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	5	2	2	8	2	21	2	2	18	10	2	2
Mvmt Flow	180	5	7	14	5	38	13	464	13	28	271	65

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	621	863	304	863	889	239	336	0	0	477	0	0
Stage 1	360	360	-	497	497	-	-	-	-	-	-	-
Stage 2	261	503	-	366	392	-	-	-	-	-	-	-
Critical Hdwy	7.375	6.53	6.23	7.42	6.53	7.215	4.13	-	-	4.25	-	-
Critical Hdwy Stg 1	6.175	5.53	-	6.62	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.575	5.53	-	6.22	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.5475	4.019	3.319	3.576	4.019	3.4995	2.219	-	-	2.295	-	-
Pot Cap-1 Maneuver	380	292	735	253	282	714	1222	-	-	1036	-	-
Stage 1	650	626	-	511	544	-	-	-	-	-	-	-
Stage 2	715	541	-	638	606	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	344	281	735	240	271	714	1222	-	-	1036	-	-
Mov Cap-2 Maneuver	344	281	-	240	271	-	-	-	-	-	-	-
Stage 1	643	609	-	505	538	-	-	-	-	-	-	-
Stage 2	663	535	-	610	590	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	27.4		14.5		0.2		0.7	
HCM LOS	D		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1222	-	-	348	436	1036	-
HCM Lane V/C Ratio	0.011	-	-	0.553	0.132	0.027	-
HCM Control Delay (s)	8	-	-	27.4	14.5	8.6	-
HCM Lane LOS	A	-	-	D	B	A	-
HCM 95th %tile Q(veh)	0	-	-	3.2	0.5	0.1	-

Intersection												
Int Delay, s/veh	10.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	214	2	10	32	6	68	7	268	12	11	402	65
Future Vol, veh/h	214	2	10	32	6	68	7	268	12	11	402	65
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	110	-	110	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	3	2	11	2	2	2	10	2	2
Mvmt Flow	233	2	11	35	7	74	8	291	13	12	437	71

Major/Minor	Minor2		Minor1		Major1		Major2		Major2		Major2	
Conflicting Flow All	662	817	473	817	846	152	508	0	0	304	0	0
Stage 1	497	497	-	314	314	-	-	-	-	-	-	-
Stage 2	165	320	-	503	532	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.23	7.345	6.53	7.065	4.13	-	-	4.25	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.545	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.53	5.53	-	6.145	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.5285	4.019	3.4045	2.219	-	-	2.295	-	-
Pot Cap-1 Maneuver	361	310	590	280	298	842	1055	-	-	1205	-	-
Stage 1	554	544	-	670	656	-	-	-	-	-	-	-
Stage 2	821	652	-	548	525	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	319	304	590	270	293	842	1055	-	-	1205	-	-
Mov Cap-2 Maneuver	319	304	-	270	293	-	-	-	-	-	-	-
Stage 1	550	539	-	665	651	-	-	-	-	-	-	-
Stage 2	736	647	-	530	520	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	43.5		14.8		0.2		0.2	
HCM LOS	E		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1055	-	-	325	482	1205	-	-
HCM Lane V/C Ratio	0.007	-	-	0.756	0.239	0.01	-	-
HCM Control Delay (s)	8.4	-	-	43.5	14.8	8	-	-
HCM Lane LOS	A	-	-	E	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	5.8	0.9	0	-	-



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Community Development

Development Review Team Meeting Form

Date: 5-29-2024

The intent of the Development Review Team meeting is to provide information in regards to city code, policies, and procedures. This meeting does not constitute approvals of a site plan, access points, street sections, variances, or waivers of policy, etc. Additional requirements may become apparent upon review of an application.

Project Name: Holiday Stationstore

Site Address: Hwy. 2/52 & 13th St. SE

Parcel ID or Legal:

☐ Applicant ☐ Architect ☒ Engineer ☐ Other:

Name: Jaime Salinas

Email Address: jaime.salinas@collierseng.com

Phone #: 210-979-8444

☒ Applicant ☐ Architect ☐ Engineer ☐ Other:

Name: Jim Goeppner

Email Address: jim.goeppner@circlek.com

Phone #: 952-830-8080

☐ Applicant ☐ Architect ☐ Engineer ☒ Other:

Name: Jill Duemeland

Email Address: jill@duemeland.com

Phone #: 701-221-9033

☐ Applicant ☐ Architect ☒ Engineer ☐ Other:

Name: Nick Parker

Email Address: nick.parker@collierseng.com

Phone #: 210-979-8444

City/Park Staff Present:

☒ Lance M. ☒ Brian B. ☐ Kelli K. ☐ Luke T. ☒ Emily H. ☒ Robby B. ☒ Doug D. ☐ Darren M.

☐ Dan F. ☐ Jason S. ☒ Gage D. ☐ Elly D. ☐ Stephen J. ☒ Mark ☐ ☐

City Alderman

Planning Commissioner

Project Description:

Contract a gas station and truck stop on a vacant parcel.

☐ NO REQUIREMENTSPage 163 of 531

SECTION 3.1-9. FENCE REGULATIONS

Fence construction in all Zoning Districts is subject to the following provisions:

C. Commercial and Industrial District Fencing Standards

1. Fences in commercial and industrial districts shall not exceed eight feet (8') in height unless an exception is granted in writing by the Planning Division.
2. Fence materials allowed in commercial districts shall include maintenance free, wood, PVC vinyl, stone, masonry, black powder-coated chain link, or related materials. Traditional chain link (non-black powder-coated) may be erected in limited circumstances including schools, parks, or other public or semi-public facilities zoned " P" Public District following commercial standards or as noted as a condition of approval for conditionally permitted uses within commercial districts (e.g. Commercial Self Storage).
3. Privacy slats are not allowed in commercial zones except as permitted for trash and/or recycling enclosure gates per Article 7: Landscaping.

SECTION 4.1-6. COMMERCIAL USES

D. Convenience Stores/Fuel Station

1. C1, C2, M1, and I1 Districts:

- a. Motor fuel facilities shall be installed in accordance with State and City standards.
- b. Filling station pumps and pump islands shall not be located within twenty feet (20') of any property line nor within one hundred feet (100') from the boundary of any residential district.
- c. Adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps.
- d. Underground fuel storage tanks shall be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access, and other activities on the site.
- e. Filling station canopies shall not extend within fifteen feet (15') of any property line.
- f. All canopy lighting shall be recessed or fully shielded.
- g. All access drives shall be subject to approval by the Engineering Department.

E. Truck Stops

1. All Districts Where Permitted:

- a. Motor fuel facilities shall be installed in accordance with State and City standards.
- b. Filling station pumps and pump islands shall not be located within forty feet (40') of any property line nor within one hundred feet (100') from the boundary of any residential district.
- c. Adequate space shall be provided to access gas pumps and to allow maneuverability around the pumps.
- d. Underground fuel storage tanks shall be positioned to allow adequate access by motor fuel transports and unloading operations which do not conflict with circulation, access, and other activities on the site.
- e. Filling station canopies shall not extend within thirty feet (30') of any property line.
- g. All access drives shall be subject to approval by the Engineering Department.

SECTION 4.2-6. COMMERCIAL/OFFICE PARK (C1, C2, OP, AND P DISTRICTS)

A. Design Elements

B. Accent Materials

C. Exterior Building Finishes

D. Building and Roofing Materials

E. Utilities

F. External Loading and Service Areas

SECTION 6.1-5. PARKING LOT DESIGN STANDARDS

A. Design

B. Curbing

C. Conventional Paving

SECTION 7.1-3. MINIMUM LANDSCAPING REQUIRED

A. Street Landscaping

1. Depth of Landscaping.

2. Street Trees

4. Exemptions

B. Parking Lot Landscaping

1. Interior Landscaping

2. Perimeter plantings

C. Foundation Plantings

SECTION 7.1-4. SCREENING REQUIREMENTS

B. Trash Handling and Recycling Screening Requirements

PARK DISTRICT☐ **NO REQUIREMENTS**Park Land Dedication:☐ N/A

% of area to be dedicated as public park:

Minimum acreage:

Private/HOA owned land set aside for open space: ☐ Yes ☐ No If yes, how much:Type of dedication: ☐ Deed ☐ Easement ☐ Other: _____Amenities:☐ N/A

Amenities that will be provided:

☐ Playground equipment☐ Athletic fields☐ Canopy/Gazebo☐ Swimming pool☐ Pond☐ Lighting☐ Benches☐ Picnic tables☐ Bathrooms☐ Public parking☐ Fencing☐ Storage buildings☐ _____☐ _____☐ _____Park Impact Fees:Will this project require a payment of park impact fees to the park district: ☒ Yes ☐ No

If yes, how much (estimated amount): 0.001% of overall project cost.

Pathways:Will the applicant need to construct a shared use path: ☐ Yes ☐ No

General location:

Width:

Length:

Pathway surface: ☐ Asphalt ☐ Concrete ☐ Other: _____Landscaping Requirements:☐ Lawn☐ Trees☐ Shrubs☐ Conifers☐ Rock☐ BarkWill the applicant need to submit a landscaping plan prepared by a state of North Dakota registered landscape architect: ☐ Yes ☐ NoAdditional Information:

INSPECTIONS DEPARTMENT☐ **NO REQUIREMENTS**Application(s) Required:

- | | | |
|---|---|---|
| ☒ New construction/addition | ☐ Change of use/occupancy | ☒ Electrical permit |
| ☒ Plumbing permit | ☒ Mechanical permit | ☒ Sign permit |
| ☐ Demolition permit | ☐ Fence permit | ☐ Other: |

ADA Requirements:☐ N/A

- | | | |
|---|---|--|
| ☒ Entrances | ☒ Ramps | ☒ Bathrooms |
| ☒ Doorways | ☒ Door hardware | ☒ Accessible route to public way |

Building Separation Requirements:Will the building need to be separated: ☐ Yes ☐ NoPlans prepared by State of North Dakota licensed architect: ☒ Yes ☐ NoWill the proposed use require: ☐ Underground grease interceptor ☐ Under-the-sink grease trap ☐ N/APlumbing Information:Water pipe sizing: > 1" Drain sizing: > 4" Treated building drainage: ☐ Yes ☒ No

When these items are field reviewed, typically the job is already installed and corrections may involve stopping the project from cover and possible removal of the pipe and/or fixtures and days in waiting to hear back from the design professional.

Additional Information:Building Permit Process:

1. Complete the appropriate Inspections Department commercial plans/buildings application.
2. Submit completed application to the Inspections Department with two (2) **COMPLETED** set of 24" by 36" plans.
3. The two sets of plans shall have the wet stamp of the architects and/or engineers that prepared the plans. A complete package shall include but not be limited to architectural, structural, plumbing, mechanical and electrical plans. Please include additional documentation such as structural calculations, specification books and energy compliance forms to help speed up the plan review process. The complete package shall also include all storm water calculations and detailed civil plans as prepared and stamped by a licensed civil engineer.
4. Application is processed through the Inspections Department and distributed and distributed to the Planning, Engineering, and Fire Departments for review and approval.
5. Once the Inspections Department receives the approved application from Planning, Engineering, and Fire, it performs its review and issues a plan review letter that typically asks for revisions before a permit may be issued.
6. Once the revisions have been re-submitted to the Inspections Department, as a complete set in all four (4) sets, and the revisions have been reviewed and approved, the Inspections Department will issue a permit.
7. Applicant will receive a phone call letting him/her know the permit is ready to pick up, along with the amount of fees, which are payable at the time of picking up the permit.

FIRE DEPARTMENT
☐ **NO REQUIREMENTS**

# of existing fire hydrants: 1	Need upgrade: ☐ Yes ☒ No	# of new fire hydrants: 0
Sprinkler system required: ☐ Yes ☒ No ☐ Existing Type:		
Fire monitoring system required: ☒ Yes ☐ No ☐ Existing Type:		
Fire alarm system required: ☐ Yes ☒ No ☐ Existing Type:		
Fire extinguishers must be located within a 75-foot travel distance of each other and must be present during construction.		
<u>Addressing:</u> ☐ N/A Shall be visible from the street. Numbers shall be not less than 4 inches high with a minimum stroke width of 1/2 inches using contrasting colors.		
Knox box required if building is equipped with a sprinkler system and/or fire alarm.		
Islands, medians, traffic calming, roundabouts: ☐ Yes ☐ No ☒ N/A Turnaround required: ☐ Yes ☐ No ☒ N/A		
Fire lanes required: ☐ Yes ☒ No Fire lane width:		
<u>Hazardous or dangerous processes:</u> ☐ Yes ☒ No ☐ N/A Describe: Hazardous Materials: On-site: ☒ Yes ☐ No Stored: ☒ Yes ☐ No Used: ☐ Yes ☐ No Waste: ☐ Yes ☐ No Type: Combustable and flammable liquids Quantity:		
<u>Additional Information:</u> Ansul system required for any grease producing appliances.		

ENGINEERING AND PUBLIC WORKS DEPARTMENTS

☐ NO REQUIREMENTS

<u>Right-of-Way Dedications:</u>		☒ N/A	
Street #1:	ROW required? ☐ Yes ☐ No	Feet from centerline:	
Street #2:	ROW required? ☐ Yes ☐ No	Feet from centerline:	
Street #3:	ROW required? ☐ Yes ☐ No	Feet from centerline:	
Street #4:	ROW required? ☐ Yes ☐ No	Feet from centerline:	
No encroachments are allowed within the public right-of-way without an approved Encroachment Permit.			
<u>Driveways:</u>		<u>Developer's Agreement:</u>	
# of existing: 1	Locations: 13th St SE	☒ Yes ☐ No	
# of proposed: 4	Locations: All on 21st Ave SE		
Addressing: Change in address: ☐ Yes ☐ No New address: ☒ Yes ☐ No			
<u>Street Improvements:</u>		☐ N/A	
Standard residential street section: ☐ Yes ☐ No Non-standard street section: ☒ Yes ☐ No			
Sidewalk installation: ☒ Yes ☐ No Lighting: ☐ Yes ☐ No Shared use path installation: ☒ Yes ☐ No			
Storm Water Requirements: ☒ Yes, per City Ordinance ☐ Not required ☐ TBD			
Existing utilities running through property: ☐ Yes ☒ No			
Encroachments in existing or right-of-way easements: ☐ Yes ☒ No			
Closest sewer main: 13th St SE		Size of sewer main: 8"	
Sewer main extension required: ☐ Yes ☒ No		Size of required sewer main: 8"	
Existing water service: ☐ Yes ☒ No		New water service: ☒ Yes ☐ No Fire service: ☐ Yes ☒ No	
Closest water main: 13th St and 21st Ave		Size of water main: 12" and 8"	
Water main extension required: ☐ Yes ☒ No		Size of required water main: 8"	
<u>Connection Fees:</u>	<u>Traffic Impact Study:</u>	<u>Flood Plain:</u>	<u>Floodway:</u>
☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No
<u>Additional Information:</u>			
-Developer agreement required for public improvements in the right of way -Updates to traffic study required to reflect final agreed upon improvements of right turn lane on 13th St and driveways on 21st Ave SE. No Driveways on 13th St. Tech memo to engineering and NDDOT. -Storm water management plan required per city ordinance -Sewer connection fees of \$4,440/acre required, -Site plan approval by engineering required.			

DEVELOPMENT REVIEW TEAM INFORMATION FORM

1. Project Name: **Holiday Stationstore - Hwy 2 & 13th SWC**
2. Please list the following information for **ALL PERSONS** who will be in attendance:

NAME	EMAIL ADDRESS	PHONE NUMBER	RELATIONSHIP TO PROJECT
Jaime Salinas	jaime.salinas@collierseng.com	210-979-8444	Civil Engineer
Jim Goeppner	jim.goeppner@circlek.com		Owner
Jill Duemeland	jill@duemeland.com	701-221-9033	
John Coughlin	johncoughlin300@gmail.com		
Nick Parker	nick.parker@collierseng.com	210-979-8444	Civil Engineer

Nicholas Aiello nicholas.aiello@collierseng.com 609-668-2566 Traffic Engineer
 Amy Signor amy.signor@collierseng.com 518-556-3632 Architect

3. Address and/or Property ID Number of the property: **NWC of 13th St & 21sr Ave SE**
4. Current use of the property: **Vacant Lot**
5. Proposed use of the property: **Commercial**
6. Are you platting a subdivision? ☒ Yes ☐ No If yes, how many lots? **1** How many total units? **N/A**
7. Are you adding or modifying any water, sewer, or storm sewer utilities? **Service taps~ water, sewer, storm**
8. Describe your proposed project.

The proposed project will include the construction of a new 5,650 sq. ft. convenience store with quick serve restaurant and a detached car wash. Seven (7) fueling islands for 14 passenger vehicles under a 180 ft. x 24 ft. A high speed diesel canopy along with a truck weighing "CAT Scale" and truck parking will be located behind (west) of the convenience store. Standard parking spaces and ADA parking spaces will be provided for the proposed development. In addition, access drive aisles, stormwater management control, utilities, landscaping will be designed and installed for the project. Access to the overall development will be from 21st Ave. SE.

9. Do you have any specific questions for us?

Stormwater Requirements
 City Applications and Fees
 Review Time Estimate
 Site Access requirements

FOR NEW CONSTRUCTION:

10. What are you building? Convenience Store with detached Carwash, and High Speed Diesel spaces

Total square feet: 5,650 sq.ft.

of stories: 1

Basement: ☐ Yes ☒ No

11. Will the new buildings(s) have a completed fire sprinkler system: ☐ Yes ☒ No ☐ Unsure

12. Will the new building(s) be used to store any flammable or hazardous liquids or materials? ☒ Yes ☐ No

FOR EXISTING BUILDINGS OR STRUCTURES:

13. Please list the following information for all stories and basements:

	BASEMENT	1 st STORY	2 nd STORY	3 rd STORY AND ABOVE
CURRENT USE				
PROPOSED USE				
SQUARE FOOTAGE				

14. Will you be constructing any additions? ☐ Yes ☐ No ☐ Unsure

15. Will the building be used for storage of flammable or hazardous liquids or materials? ☐ Yes ☐ No

16. Does the site currently have an installed underground grease interceptor? ☐ Yes ☐ No ☐ Unsure

17. Is the building currently fire sprinkled? ☐ Yes ☐ No ☐ Unsure

18. Is the building currently fire monitored? ☐ Yes ☐ No ☐ Unsure

19. Existing number of bathrooms: ☐ None ☐ One ☐ Two ☐ Three ☐ Four ☐ Five or more

20. Are the bathrooms ADA compliant? ☐ Yes ☐ No ☐ Unsure

21. Is the main entrance ADA compliant: ☐ Yes ☐ No ☐ Unsure

22. How many parking spaces are currently available?

23. How many ADA parking spaces are currently available?

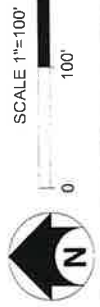
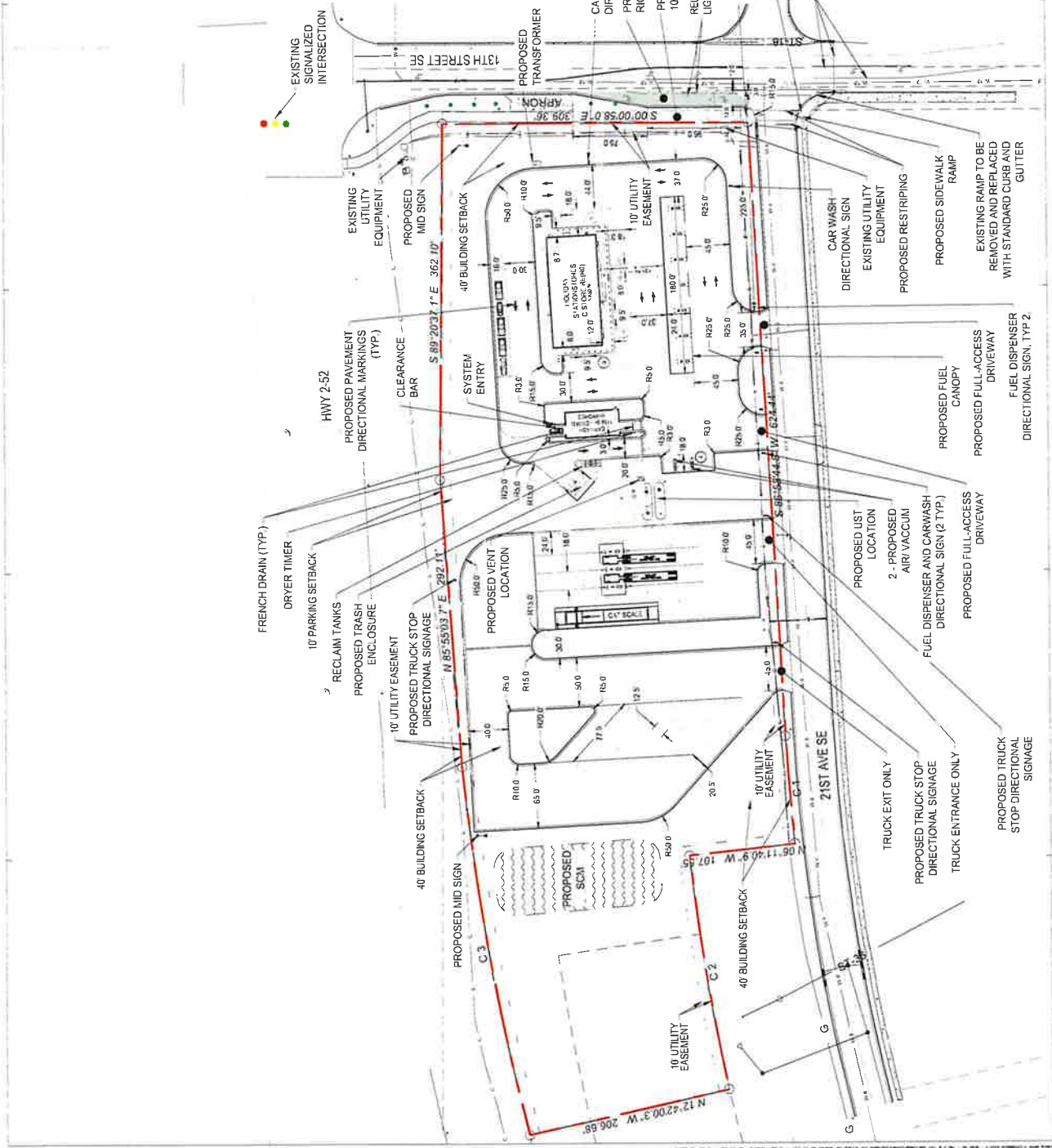
The City of Minot typically holds Development Review Team (DRT) meetings on Wednesdays at 10:00, 11:00 and 1:00. Please submit this form, a site plan, and any other pertinent information to the Planning Division at planner@minotnd.org at least three business days in advance to allow for staff preparation DRT meetings are scheduled on a first-come, first-serve basis. The information transmitted at the DRT meeting is based upon the completeness and accuracy of the information given on this form.

SITE LEGEND:

- PROPERTY SETBACK LINE
- GREEN SPACE SETBACK
- PROPERTY LINE
- NUMBER OF PARKING SPACES

SITE DATA:

ZONING: C2 COMMERCIAL
 CURRENT LAND USE: NONE / VACANT
 TOTAL LOT AREA: 46.83 ACRES
 AREA OF PROPOSED LOT: 429,274 SQ. FT.
 AREA OF OPEN SPACE: 180,000 SQ. FT.
 GROSS FLOOR AREA OF BUILDINGS: 5,650 SQ. FT.
 BUILDING SETBACKS:
 FRONT: 40' (SOUTH 20TH AVE SE)
 REAR: 40' (NORTH HWY 2)
 SIDE: 40' (EAST 13TH ST SE)
 STREET SIDE: 0' (WEST)
 60' MAX. HEIGHT
 10,000 SF MIN. LOT AREA
 GREENSPACE SETBACKS: 10' FRONT
 PARKING SETBACKS: 10' FROM STREETS
 PARKING REQUIRED: (9x18' PER CODE)
 CAR WASH: 26 STACKING SPACE/SIDE
 FUEL/CONVENIENCE: MIN 5 SPACES PER 1,000 SF GROSS AREA
 MAX 7
 - 5,650 / 1,000 * 5 = 28 SPACES
 PARKING PROVIDED:
 28 SPACES - 2 ADA = 30 PARKING
 18 PUMP SPACES
 PARKING SPACES DIMENSION: 9.5' x 18'



PROJECT NAME	NTI MINOT ND
PROJECT NUMBER	ND 59702
PROJECT LOCATION	1301 ST SE & HWY 2
PROJECT OWNER	NORTHERN TIER BU
PROJECT MANAGER	
DESIGNER	
DATE	04/20/2024
PROJECT NAME	NTI MINOT ND
PROJECT NUMBER	ND 59702
PROJECT LOCATION	1301 ST SE & HWY 2
PROJECT OWNER	NORTHERN TIER BU
PROJECT MANAGER	
DESIGNER	
DATE	04/20/2024

HOLIDAY STORES, INC.

18414

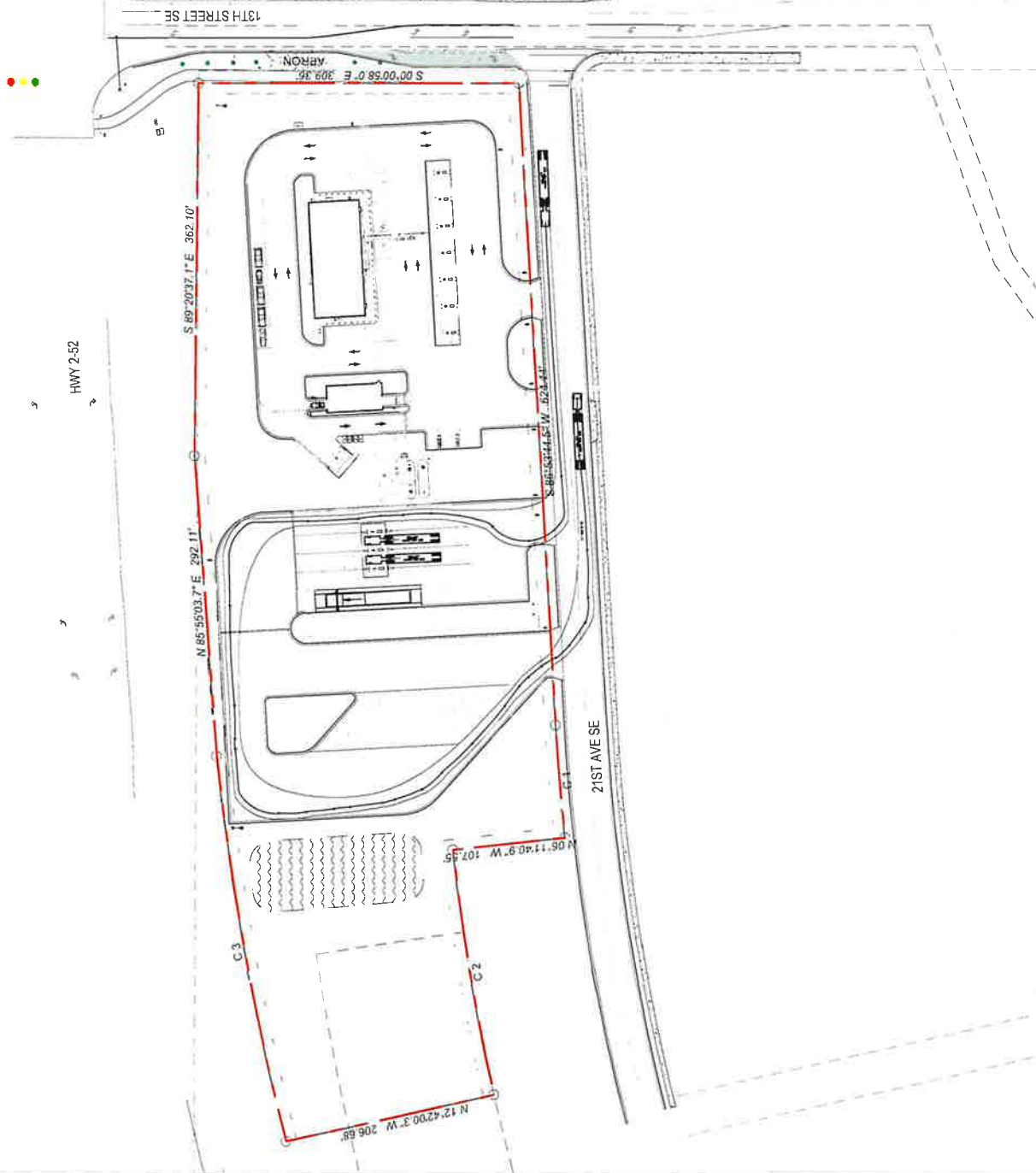
CONCEPTUAL SITE PLAN

CSP 6.2W

SITE LEGEND:

- PROPERTY SETBACK LINE
- GREEN SPACE SETBACK
- PROPERTY LINE
- NUMBER OF PARKING SPACES

HWY 2-52



SITE DATA:

ZONING C2 COMMERCIAL
 CURRENT LAND USE NONE / VACANT
 TOTAL LOT AREA 46.83 ACRES
 AREA OF PROPOSED LOT 1297,274 SQ. FT.
 AREA OF OPEN SPACE 1297,274 SQ. FT.
 GROSS FLOOR AREA OF BUILDINGS 5,660 SQ. FT.
 BUILDING SETBACKS:
 FRONT 40' (SOUTH 20TH AVE SE)
 REAR 40' (NORTH HWY 2)
 SIDE 40' (EAST 13TH ST SE)
 STREET SIDE 0' (WEST)
 80' MAX HEIGHT
 10,000 SF MIN. LOT AREA
 GREENSPACE SETBACKS 10' FRONT
 PARKING SETBACKS 10' FROM STREETS
 PARKING REQUIRED (9x18' PER CODE)
 CAR WASH 36 STACKING SPACES/BAY
 FUEL/CONVENIENCE
 MIN 5 SPACES PER 1,000 SF GROSS AREA
 MAX 7
 - 5,660/1,000 * 5 = 28 SPACES

PARKING PROVIDED:
 28 SPACES + 2 ADA = 30 PARKING
 + 16 PUMP SPACES
 PARKING SPACES DIMENSION = 9.5' x 18'

TRUCK USED
 HSD WB - 67' OVERALL LENGTH = 73.6 FT
 TRUCK PARKING 8

PROJECT NUMBER

PROJECT NAME
 PROJECT NUMBER
 PROJECT DATE
 PROJECT LOCATION
 PROJECT OWNER
 PROJECT ARCHITECT
 PROJECT ENGINEER
 PROJECT SURVEYOR
 PROJECT DRAFTER
 PROJECT CHECKER
 PROJECT APPROVER

NTI MINOT NO
 SWC 1305 ST SE & HWY 2
 MINOT,
 ND 58702
 NORTHERN TIER RD

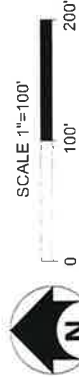


HOLIDAY STATIONERIES, INC.

PROJECT NUMBER
 10414
 SHEET TITLES

CONCEPTUAL SITE
 PLAN

SHEET NUMBER
 CSP 6.2T



PLAN REVIEW NOTES
 1. LANDSCAPE ISLANDS ARE NOT DEPICTED. FINAL CONSTRUCTION DRAWINGS MAY REQUIRE ISLANDS AND/OR LANDSCAPE ISLANDS.
 2. THIS CONCEPT SITE PLAN DOES NOT GUARANTEE ANY REQUIREMENTS FOR ZONING ISSUES, NOR SIGNAGE, STORM DRAINAGE, GRADING, UTILITIES, FASSETMENTS, AND THE ARE PROPERLY ADDRESSED AT THE TIME. THE ABOVE REQUIREMENTS CAN AFFECT THE SUBMITTAL OF THIS CONCEPT SITE PLAN TO THE LOCAL GOVERNMENT. THE CLIENT IS SUBJECT TO CHANGE AS MAY BE DIRECTED BY THE CLIENT, ARCHITECT, JOINT DEVELOPER OR ANY OF THE GOVERNMENTAL PERMITTING AGENCIES.

Meadowlark Holdings, LLC

John Coughlin
Meadowlark Holdings, LLC
PO Box 1273
Minot ND 58702

Mr. Doug Diedrichsen
City of Minot, Principal Planner
1025 31st St. SE
Minot ND 58701
September 5, 2024

Dear Mr. Diedrichsen,

The purpose of this letter is to request an appeal to the City Council of a decision made by the City of Minot Planning Commission at its regular meeting on September 4, 2024.

Meadowlark Holdings had applied for a Conditional Use Permit (CUP) for a truck island (considered by the city to be a truck stop) as part of its' clients' gas station, convenience store and carwash.

The site plan that we submitted with our application was designed and approved by our client, Holiday Station Stores/Circle K. It included a dedicated southbound right-in turn from 13th St SE.

The Conditional Use Permit was approved by the Planning Commission, however, one of the conditions of the CUP was "There shall be no access on 13th St" thereby nullifying the entire plan.

For this development opportunity to move forward, it is necessary to appeal the one condition restricting access on 13th St. All other conditions and requirements of the City are in agreement.

With best regards,



John Coughlin

President, Meadowlark Holdings, LLC

Minot, ND: Highway 2 & 13th Street.

Jim Goeppner <jim.goeppner@circlek.com>
To: John Coughlin <johncoughlin300@gmail.com>

Wed, Aug 7 at 8:14 AM

John:

Good morning.

We have reviewed with our Investment Committee the latest Site Plan suggestion from the city of Minot & ND DOT for this site, ingress, and egress only on 21st Avenue, as well as the findings of an independent traffic engineering firm.

Following our committee's review and further discussion, the committee has decided that access only from 21st Avenue, in comparison to our plan providing access from both 13th Street and 21st Avenue, will provide less consumer-friendly access and safety, safety equipment convenient access, and on-site traffic flow, per our current design criteria, and confirmed by the independent traffic engineer.

Thus, we will not be able to move forward under the above referenced Minot/DOT Site Plan proposal, at this time.

We greatly appreciate the time and effort you, the city of Minot, and the North Dakota Department of Transportation allowed us during the consideration of our Site Plan proposal.

We and our many fans and loyal customers of our products and services (Including grocery and convenience items), hope further consideration and support for our plan, from the City of Minot and North Dakota DOT, is still an option.

The fastest way for us to develop a convenience center at this location, is to agree to the city's & DOT Site Plan proposal. However, at Circle K/Holiday, we will always choose consumer friendly access and safety first & foremost.

Thank you!

Jim Goeppner

Real Estate Development Manager

Holiday/Circle K/Couche-Tard

Areas of Responsibility: ND, SD.

E: jim.goeppner@holidaycompanies.com

T: 952-830-8080

M: 612-385-7848

Circle K

[6000 Clearwater Drive](#)

[Minnetonka, MN 55343](#)



Our Mission: Make Our Customers' Lives A Little Easier Every Day

PLANNING COMMISSION

Regular Meeting of April 4, 2023

Page 1 of 8

This document serves two purposes: 1) To provide a summary of the Planning Commission meeting and associated recommendations to City Council; and 2) To act as the Planning Commission minutes of the meeting. The minutes of the Planning Commission meeting are generally adopted at the following Planning Commission with or without changes.

Regular Meeting: Planning Commission.

Location: City Hall, Council Chambers, 515 2nd Avenue SW., City of Minot, N.D.

Meeting Called to Order: Tuesday, April 4, 2023 @ 5:30 pm

Presiding Official: Chairman Offerdahl

Members in Attendance: Commissioners Baumann, Faken, Gates, Hochhalter, Iverson, Kibler, Lider, Mennem, Nesdahl, Offerdahl, Pontenila.

Members Absent: Commissioner Dohms.

City Staff Present: Brian Billingsley (Community Development Director), Nick Schmitz (Assistant City Attorney), Derek Hackett (PIO), Emily Huettl (Assistant City Engineer), Nicole Rivera (Community Development Administrative Clerk).

Others Present: Present on Teams; Hanna Peterson (Representative for an Applicant), Jim Goeppner, (Development Manager for Holiday) Steve Harrison (Civil Engineer) and Mark Stentson (Director of Real Estate for Holiday)

The following are the minutes of the Planning Commission meeting. The minutes are in DRAFT form until formally adopted by the Planning Commission:

Meeting Called to Order by Chairman Offerdahl at 1730

Item #1: Roll Call

Item #2: Pledge of Allegiance

Item #3: Planning Commission Introductions and Public Hearing Decorum

Item #4: Approval of Minutes

Motion by Commissioner Hochhalter to approve the March 7, 2023 Planning Commission Meeting Minutes, second by Commissioner Mennem, and carried by the following roll call vote: ayes: all, nays: none. **Motion carries.**

Item #5: Case # 2023-04-01: Zoning Map Amendment – Cenex 4th Addition

Public hearing request by Sherry McGlaughlin on behalf of SM Real Estate, owner for a zoning map amendment from "M1" Light Industrial District to "CBD" Central Business District. The purpose for the request is to align the zoning with existing use of the property as a pool hall. The legal description for the property is Lots 1 and 3, Cenex 4th Addition.

PLANNING COMMISSION
Regular Meeting of April 4, 2023
Page 3 of 8

- 8) The zoning map amendment is consistent with the purpose of the Minot Land Development Ordinance and other adopted policies of the City per Section 9.1-7 H. 4.
- 9) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

STAFF RECOMMENDATION:

Approval to City Council for a zoning map amendment from "M1" Light Industrial District to "CBD" Central Business District with no conditions.

FINAL DECISION:

Motion made by Vice-Chairman Baumann to approve based on staff's findings of fact and recommendation. Second by Commissioner Iverson. The motion carried by the following vote: ayes: all, nays: none. **Motion carries.**

Item #6: Case # 2023-04-02: Zoning Map Amendment and Preliminary Plat – Ridgedale

Public hearing request by Eric Bretheim, owner for a zoning map amendment from "C2" General Commercial District to "M1" Light Industrial District for Lot 2, Ridgedale Industrial Park 2nd Addition. The request also includes annexation of the subject property and adjoining right-of-way. The purpose for the request is for unspecified future light industrial development.

The property is unaddressed and is located east of 225 45th Ave. NE.

Chairman Offerdahl asked for staff report. Mr. Billingsley presented verbal staff report and explained the property is located at the far NE corner of the city but it is not currently within the city limits. Owner is requesting a rezone so they are able to hook up to city services. City council will handle the annexation but tonight the Commission is only considering the zoning change. Mr. Billingsley presented the current zoning map. He explained the properties zoning surrounding the subject lot are zoned "M1" Light Industrial, "C2" General Commercial, and "RR" Rural Residential. The subject property was rezoned from "M1" Light Industrial to "C2" General Commercial in 2000 and the applicant is requesting to rezone it back to "M1" Light Industrial. Mr. Billingsley stated commercial properties look for high traffic areas but the subject property doesn't have that since it is at the end of a cul-de-sac so "M1" Light Industrial makes the most sense for this property.

Vice-Chairman Baumann clarified the Planning Commission is looking at the rezone but City Council will be responsible with looking at the annexation into city boundaries to which Mr. Billingsley stated that is correct. Vice-Chairman Baumann also asked if the developer would have to develop the road from 2nd St NE all the way out to the cul-de-sac and then extend utilities out to which Mr. Billingsley agreed.

Commissioner Kibler inquired if the property would be annexed from the exterritorial district in which Mr. Billingsley advised yes.

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Regular Meeting of April 4, 2023
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Item #7: Case # 2023-04-03: Conditional Use Permit – Livingston's 7th Addition

Public hearing request by Stephen Harrison on behalf of Duemelands Commercial Real Estate, representative for Meadowlark Holdings, LLC, owner, for a conditional use permit to construct and operate a truck stop in a "C2" General Commercial District. The legal description for the property is Block 2, Livingston's 7th Addition.

The property is unaddressed and is located northwest of the intersection of 13th St. SE and 21st Ave. SE.

Chairman Offerdahl asked for the staff report. Mr. Billingsley presented the verbal staff report explaining the Conditional Use Permit request is for a truck stop and the subject property is located at SW corner of Highway 2/52 and 13th St SE. Mr. Billingsley presented the current zoning map, the Future Land Use Map which will not change with the new 2040 Comprehensive Plan, the revised site plan which outlined the access routes off of 13th St SE and 21st Ave SE and the layout of the store, car wash, parking lot, and fueling stations, and the renderings per the applicant which are in compliance with the design standards. Mr. Billingsley explained Engineering has several conditions that they are requesting the Planning Commission to adopt. Mr. Billingsley reminded everyone that when the Land Development Ordinance was adopted in 2021 and it gives the Planning Commission the authority to approve Conditional Use Permits so if it is approved it won't need to go before the City Council unless the final decision is appealed.

Commissioner Kibler inquired about what is looked for in a site plan where diesel and gasoline are located on the property to which Mr. Billingsley advised the site plan would spell out all the improvements on the property including the location of infrastructure like sewer and water lines. Assistant City Engineer Emily Huettl stated the site plan and what the city reviews are the same on this sight as other sites but the items in question are more specific to gas stations and fuel tanks which are under state jurisdiction, Department of Environmental Quality. The City Fire Department is involved in the review process as well so they may have a few things they look at but majority of those type of environmental concerns are handled at the state level.

Vice Chairman Baumann inquired about the landscaping requirements for a C2 property to which Mr. Billingsley advised since there are streets on three sides there is a need for landscaping on those sides. Mr. Billingsley advised they will work with the applicant when they submit their plans for a building permit to ensure things aren't located within the vision triangle and are completed correctly and safely.

Vice Chairman Baumann inquired about the car wash stacking lane, specifically traffic moving east bound on Highway 2 & 52 and vehicles facing west bound in the stacking lane with their lights on facing incoming traffic in which Mr. Billingsley stated the vehicles are facing a trash dumpster enclosure.

Vice Chairman Baumann inquired about the light impact with the residential area nearby in which Mr. Billingsley explained that in the Land Development Ordinance there is still a requirement for down facing lights and that would apply for trucks stops as well.

PLANNING COMMISSION
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- 3) The proposed development meets the use standards subject to conditions for a truck stop in a "C2" General Commercial District per Section 4.1-6. E. 1. as outlined in the Staff Analysis section of staff's written report.
- 4) The development complies with 9.1-4. F. 1. thru 8. with conditions as outlined in the Staff Analysis section of staff's written report.
- 5) The Minot Planning Commission has the authority to hear this case and decide whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

STAFF RECOMMENDATION:

Approval of a conditional use permit for a truck stop with the following conditions:

- 1) The development must generally comply with the site plan provided in Exhibit 2 and is further subject to all necessary modifications stemming from other required conditions of approval and the Land Development Ordinance of the City of Minot.
- 2) A storm water management plan is required for future development.
- 3) A site plan is required for development.
- 4) A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.
- 5) A traffic impact study is required for future development and shall be reviewed and approved by the City and NDDOT. Any required improvements must be paid for by the developer and included in a developer agreement approved by the City Council.
- 6) The potential for a controlled access (right-in) on 13th St. SE will be evaluated as part of the traffic impact study. Any access would have to be approved by the City and NDDOT.
- 7) Access onto 21st Ave SE shall meet spacing requirements for a collector roadway per the City's Transportation Plan, to the extent feasible, as approved by the City Engineer.
- 8) Sanitary sewer connection fees are required for future development.
- 9) An approved traffic impact study must be possessed by the City of Minot prior to building permit issuance. A building permit may be issued prior to completion of necessary improvements, if any, stemming from the results of the approved traffic impact study. No Certificate of Occupancy may be issued until necessary improvements, if any, are completed to the satisfaction of the City of Minot and North Dakota Department of Transportation.
- 10) Site grading and preparation activities may occur upon approval of the storm water management plan and prior to building permit issuance.

FINAL DECISION:

Motion made by Commissioner Hochhalter to approve based on staff's findings of fact and recommendation. Second by Commissioner Iverson. The motion carried by the following vote: ayes: all, nays: none. **Motion carries.**

CONDITIONAL USE PERMIT CASE NO. 2023-04-03

BE IT, HEREBY, RESOLVED BY THE PLANNING COMMISSION of the City of Minot, North Dakota, that a Conditional Use Permit Amendment is granted to Stephen Harrison on behalf of Duemelands Commercial Real Estate, representative for Meadowlark Holdings, LLC, owner, to construct and operate a truck stop in a "C2" General Commercial District for the following property:

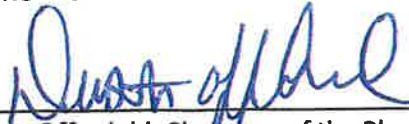
Block 2, Livingston's 7th Addition.

The approval is subject to the following **Conditions**:

- 1) The development must generally comply with the site plan provided in Exhibit 2 and is further subject to all necessary modifications stemming from other required conditions of approval and the Land Development Ordinance of the City of Minot.
- 2) A storm water management plan is required for future development.
- 3) A site plan is required for development.
- 4) A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.
- 5) A traffic impact study is required for future development and shall be reviewed and approved by the City and NDDOT. Any required improvements must be paid for by the developer and included in a developer agreement approved by the City Council.
- 6) **There shall be no access points on 13th St SE.** Existing access point will be removed by the developer per city ordinance.
- 7) Access onto 21st Ave SE shall meet spacing requirements for a collector roadway per the City's Transportation Plan.
- 8) Sanitary sewer connection fees are required for future development.
- 9) An approved traffic impact study must be possessed by the City of Minot prior to building permit issuance. A building permit may be issued prior to completion of necessary improvements, if any, stemming from the results of the approved traffic impact study. No Certificate of Occupancy may be issued until necessary improvements, if any, are completed to the satisfaction of the City of Minot and North Dakota Department of Transportation.
- 10) Site grading and preparation activities may occur upon approval of the storm water management plan and prior to building permit issuance.

Passed and adopted this **4th day of April, 2023.**

APPROVED:

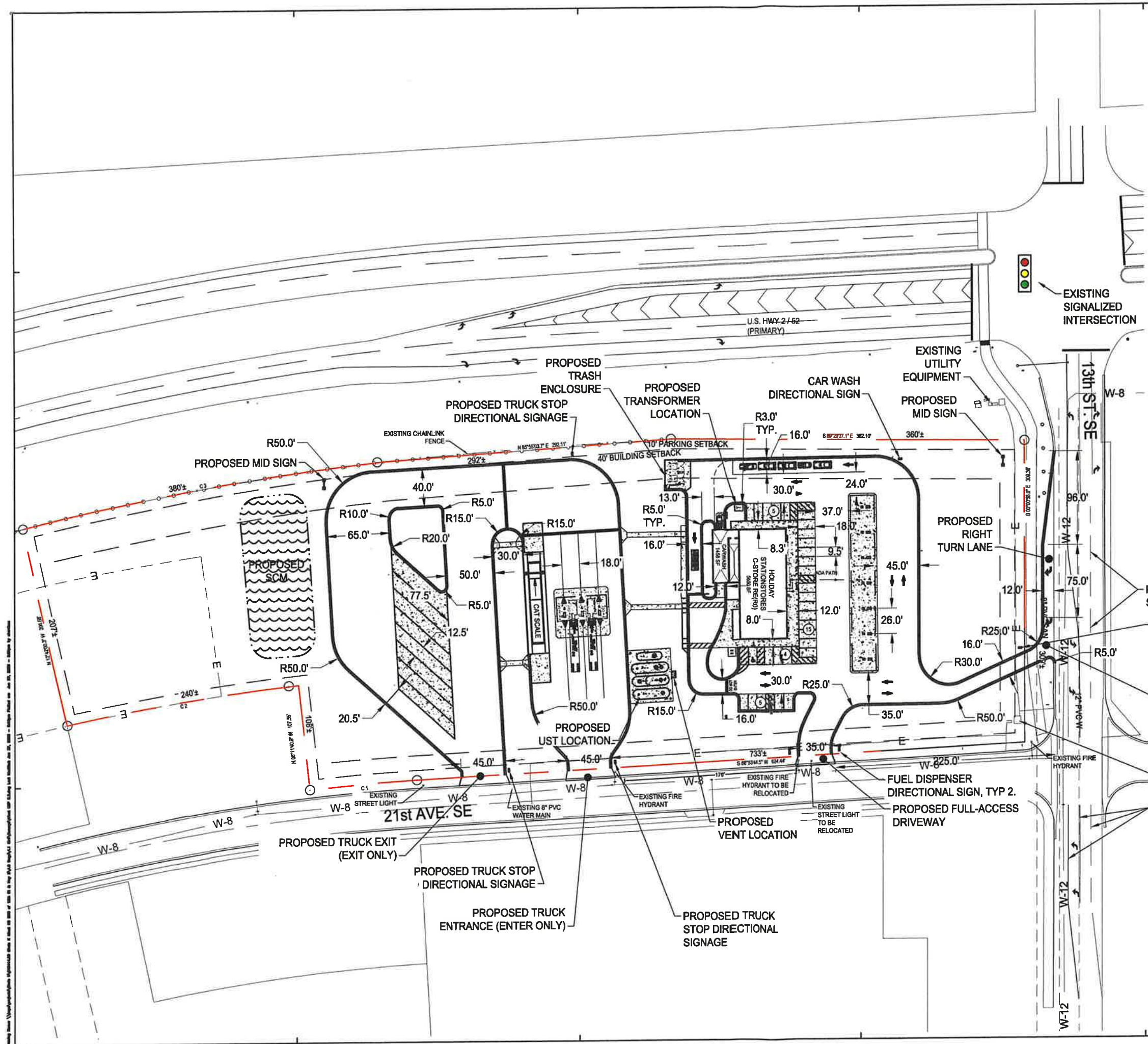

Dustin Offerdahl, Chairman of the Planning Commission

ATTEST:


Nicole Rivera, Administrative Clerk

Timeline of Livingston Property - Holiday Station Stores land purchase

1999	Land was purchased from Corine Livingston
10/01/10	Agreed to donate land to facilitate the construction of 21st Ave for the Hwy2&52 - 13th street ND DOT improvement project.
10/15/11	Access to 13th Street from the corner lot (Jay's Ford Tractor) was continued and the DOT project installed a driveway that is still there today.
08/03/12	Platted Livingstons 7th Addition
09/14/22	Holiday Stationstores agreed to purchase the property subject to the City of Minot approval of their site plan.
02/27/23	Holiday applied for approval of plans through the Minot Planning Commission.
04/04/23	The Planning commission approved the application subject to evaluation of a future traffic study.
04/04/23	A Conditional Use Permit was approved and signed. Item 6 stated there would be no access to 13th Street.
06/23/23	Holiday submitted a traffic study from Colliers Engineering & Design to determine to safest access for the proposed store.
06/24/23	Holiday spent the next year negotiating access concepts.
10/25/23	Nicholas Aiello of Colliers Engineering, sent a letter to Lance Meyer to update the traffic report, again stating that a right-in lane improves safety.
07/29/24	John Coughlin submitted a new application to the Planning Department using the Holiday Stationstores approved plan (CSP 5.2).
08/07/24	Jim Goepfner sent an email stating that the Holiday Investment Committee would not move forward without access from 13th Street.
08/15/24	Engineering Department staff recommended that the plan not be approved unless access to 13th Street is deleted.



SITE LEGEND:

- PROPERTY SETBACK LINE
- GREEN SPACE SETBACK
- PROPERTY LINE
- # NUMBER OF PARKING SPACES

SITE DATA:

ZONING: C2 COMMERCIAL

CURRENT LAND USE: NONE / VACANT

TOTAL LOT AREA: ±6.83 ACRES
±297,274 SQ. FT.

AREA OF PROPOSED LOT: ±297,274 SQ. FT.

AREA OF OPEN SPACE: TBD - SQ. FT.

GROSS FLOOR AREA OF BUILDINGS: 5,200 SQ. FT.

BUILDING SETBACKS: 25' (40) FRONT (ARTERIAL)
0' (15) SIDE (ABUTS AG/Res. DIST.)
25' IF ABUTS STREET OR CORNER
40' IF ABUTS ARTERIAL STREET
0' (25) REAR (AG/Res.)
60' MAX. HEIGHT
10,000 SF MIN. LOT AREA

GREENSPACE SETBACKS: 10' FRONT

PARKING SETBACKS: 10' FROM STREETS

PARKING REQUIRED: (9'x18' PER CODE)
CAR WASH: ≥6 STACKING SPACES/BAY
FUEL/CONVENIENCE
MIN. 5 SPACES PER 1,000 SF GROSS AREA
MAX. 7
- 5,200/1,000 * 5 = 26 SPACES

PARKING PROVIDED:
27 SPACES + 2 ADA = 30 PARKING
+ 16 PUMP SPACES
PARKING SPACES DIMENSION = 9.5' x 18'

PROPOSED ROAD STRIPING IMPROVEMENTS

FUEL DISPENSER DIRECTIONAL SIGN

PROPOSED RIGHT-IN DRIVEWAY

EXISTING UTILITY EQUIPMENT

PROPOSED ROAD STRIPING IMPROVEMENTS

PLAN REVIEW NOTES

- LANDSCAPE ISLANDS AREN'T DEPICTED. FINAL CONSTRUCTION DRAWINGS MAY REQUIRE ISLANDS AND THIS WOULD IMPACT THE LAYOUT AND PARKING COUNT.
- EXISTING CONDITIONS BASED ON DATA OBTAINED FROM GOOGLE MAPS ON 7/12/2022.
- THIS CONCEPT SITE PLAN DOES NOT GUARANTEE ALL REQUIREMENTS FROM ZONING ISSUES, NOR SIGNAGE, STORM DRAINAGE, GRADING, UTILITIES, EASEMENTS, AND THE LIKE ARE PROPERLY ADDRESSED AT THE TIME. THE ABOVE REQUIREMENTS CAN AFFECT THE SITE LAYOUT. ALL REQUIREMENTS ASSUMED WITH THIS LAYOUT ARE TENTATIVE AND SUBJECT TO CHANGE AS MAY BE DIRECTED BY THE CLIENT, ARCHITECT, JOINT DEVELOPER, OR ANY OF THE GOVERNMENTAL PERMITTING AGENCIES.

Approved 06/28/2023 7:38:47 AM

SCALE 1"=100'

0 100' 200'

PLAN REVIEW NOTES

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PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
G. HARVEY
PROJECT MANAGER
S. HARRISON
QUALITY CONTROL
S. HARRISON
DRAWN BY
J. WILLIAMS
DATE ISSUED
12/23/22

PROJECT NAME
NTI MINOT ND
SWC 21st AVE & 13th ST
MINOT,
ND 58702
NORTHERN TIER BU

Holiday

HOLIDAY STATIONSTORES, INC.

PROJECT NUMBER
16414

SHEET TITLE
CONCEPTUAL SITE PLAN

SHEET NUMBER
CSP 5.2 W

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September 4, 2024

The purpose of this document is to provide a visual response to the Colliers Engineering Traffic Letter to the City of Minot dated October 25, 2023 and is also submitted to the City of Minot Planning Department in the Fall of 2024 in regards to the Holiday/Circle K proposed project on the southwest corner of US Highway 2/52 and 13th Street SE.

The Colliers Engineering letter is transposed into this document and City of Minot added comments are captured in blue boxes, such as this document introduction.

Colliers Engineering & Design Project No. 22008607A

Dear Mr. Meyer,

This Traffic Letter has been prepared as a supplemental update to the previously submitted Traffic Impact Study - Circle K Store - City of Minot, Ward County, North Dakota, prepared by Colliers Engineering & Design, dated June 23, 2023. This Traffic Letter has been prepared for Holiday Stationstores, Inc ("Applicant") in association with a proposed convenience market with fueling stations and carwash ("Project") within the City of Minot, Ward County, North Dakota.

Executive Summary

Based upon the original TIA submitted on June 23, 2023 and the additional information submitted within this Traffic Letter update, the following benefits have been identified by constructing a passenger vehicle right-in driveway along 13th Street SE for the proposed project:

- The proposed passenger vehicle right-in driveway along 13th Street SE is anticipated to reduce total delay per vehicle and stops per vehicle within the study area when compared to prohibiting 13th Street SE access and constructing a right-turn lane at 21st Avenue. Providing direct and discernible ingress access to the site reduces network delay and vehicle stops, which benefits the motoring public from a congestion and safety standpoint.
- The proposed passenger vehicle right-in driveway along 13th Street SE will help separate local primary trips traveling to/from the south from the majority of ingress commuter traffic from US 2/52. This would enhance the travel route for local motorists by reducing conflict.
- The proposed passenger vehicle right-in driveway along 13th Street SE will provide a second access to the convenience market and fuel dispensers enhancing emergency access.
- The proposed passenger vehicle right-in driveway along 13th Street SE can be designed to meet current City and State standards and can be compatible with future city improvements along 13th Street SE (by others). Trucks can be physically restricted from accessing the 13th Street SE passenger vehicle right-in driveway and destination signs can be implemented to route trucks to 21st Avenue SE. Trucks will have dedicated ingress and egress access points on 21st Avenue SE.

Introduction

This Traffic Letter has been prepared for Holiday Stationstores, Inc (“Applicant”) in association with a proposed convenience market with fueling stations and carwash (“Project”) within the City of Minot, Ward County, North Dakota. The site is currently undeveloped. The Applicant proposes to construct a 5,650 SF convenience store and gas station with 14 vehicle fueling positions, 4 truck fueling positions and an ancillary car wash. Please note, the anticipated land use is a convenience store and gas station, not a truck stop. Trucking facilities such as showers and overnight stays will not be provided. The site is bounded by 13th Street SE to the east, 21st Avenue SE to the south, and U.S. Highway 2/52 to the north. The site is located within the Commercial (C-2) Zoning District. A site location map is enclosed.

One (1) right-in-only passenger vehicle driveway with a deceleration lane is proposed along 13th Street SE southbound. One (1) full-movement driveway for passenger vehicles and bi-furcated ingress and egress truck access driveways are proposed along 21st Avenue SE. The proposed Conceptual Site Plan is enclosed.

Previous Study, Meetings and Additional Information

The original Traffic Impact Study - Circle K Store - City of Minot, Ward County, North Dakota, prepared by Colliers Engineering Design was prepared on June 23, 2023 and then submitted to the City of Minot. The TIS was forwarded to NDDOT by the City on June 28, 2023. Colliers Engineering & Design was in receipt of the City and NDDOT comments on July 21, 2023. The City of Minot, NDDOT, the Applicant and Colliers Engineering & Design, met virtually on July 26, 2023 to discuss the joint review. At that time, additional information was requested in support of the right-turn-in only passenger vehicle driveway along 13th Street SE southbound. An in-person meeting was held at the Minot City Hall building on Friday, September 1, 2023 between the City of Minot, NDDOT, the Applicant Project Team, and Colliers Engineering & Design. The following additional information and analyses were requested in support of the right-turn-in only passenger vehicle driveway along 13th Street SE southbound:

- Compare traffic operations with a right-in access on 13th Street to having a 13th Street right-turn deceleration lane at 21st Avenue.
- Overall assessment of traffic operations when separating ingress traffic flow (primary traffic would enter at 13th Street with right-in access) from egress traffic flow.
- On-site circulation and conflict assessment.
- Review corner clearances, offsets, and traffic functional area of proposed right-in access off of 13th Street with regard to the traffic signal at US 2 & 13th Street.
- Emergency access.
- Right-in access driveway design.
- Truck signing and routing.
- Driveway Compatibility with Future Improvements:
 - o Future 13th Street northbound left-turn bay at US 2.

- o Shared-use path considerations.

The following topics were still not analyzed as requested: traffic operations without a dedicated 13th Street SE driveway, compliance with the City of Minot's access management guidelines, functional area regarding the 13th Street SE/21st Avenue SE intersection.

Since this follow-up traffic operations letter in the Fall of 2023, there have been a few meetings with the City of Minot, NDDOT and the Circle K staff. The premise of most the discussion revolved around the requested 13th St SE private access, for which both the NDDOT and City of Minot oppose while the Circle K staff continue to request.

There was a May 2024 DRT meeting that displayed a proposed Circle K site with zero 13th Street SE access points with four 21st Avenue SE access points.

Delay Analysis Comparison of Driveway Options

The 2025 Build condition AM and PM peak hour traffic operations within the overall study area and along the 13th Street SE corridor was reviewed. The traffic operational analysis compared a scenario with the passenger vehicle right-in driveway along 13th Street SE to a scenario where 13th Street SE access is prohibited and a 13th Street SE right-turn lane at 21st Avenue is constructed. The analyses were performed using the latest version of Synchro Trafficware, a traffic analysis and simulation program.

From an isolated capacity standpoint, constructing a 13th Street SE southbound right-turn deceleration lane either at the proposed right-in access or at 21st Avenue will provide similar capacity supporting the demand. However, by getting traffic into the site in advance at a right-in driveway on 13th Street and not circuitously sending ingress trips south to 21st Avenue and then into the site where the egress traffic is exiting, the total delay per vehicle and stops per vehicle are significantly improved. Table 1 summarizes the total delay per vehicle and stops per vehicle within the overall network and 13th Street SE corridor. The capacity analysis worksheets are enclosed.

Table 1 - Level of Service Summary

Location	Measure of Effectiveness	2025 Build w/ 13th Street SE Right-In Access		2026 Build w/o 13th Street SE Right-In Access		% Improvement with proposed Right-In Access	
		AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
13th Street	Total Delay / Veh (s/v)	10	10	15	17	33%	70%
SE Corridor	Stops / Veh	0.24	0.23	0.37	0.38	35%	39%
Overall	Total Delay / Veh (s/v)	15	18	18	21	17%	14%
Study Area	Stops / Veh	0.41	0.41	0.49	0.52	16%	21%

External and Internal Reduction in Conflicts

Reduction in External Conflicts

This ingress right-in only driveway will service the majority of trips into this site. In the build condition, the right-turn lane will service 129 ingress trips and 125 ingress trips during the Weekday AM and PM peak hours, respectively. The right-in driveway will service 81% of the entering passenger vehicles trips during the AM and PM peak hours. The proposed right-in driveway on 13th Street SE will significantly enhance the traffic operations at the intersection of 13th Street SE & 21st Avenue SE when compared to a build condition without the right-in driveway. Without the right-in driveway, all ingress traffic would have to traverse to 21st Avenue SE. The proposed 13th Street SE southbound right-in driveway eliminates 129 AM peak hour trips and 125 PM peak hour trips from having to traverse the intersection of 13th Street SE & 21st Avenue SE. This reduces the peak hour demand and enhances operations at the intersection of 13th Street SE & 21st Avenue SE.

The addition of southbound right-turn traffic (with or without a dedicated southbound right-turn lane) has extremely minimal impact to 13th Street SE operations. Per synchro, the addition of a driveway does reduce the 21st Avenue SE delay at 13th Street SE, but under all build conditions (driveway/no driveway/turn lane/no turn lane) the eastbound approach has a level of service of "F".

The 21st Avenue passenger vehicle driveway will service 159 egress trips and 154 egress trips during the Weekday AM and PM peak hours, respectively. With the 129 ingress trips and 125 ingress trips entering from 13th Street, the majority of ingress and egress trips are separated, and the traffic flows have minimal conflict with one another. By sending ingress trips south to 21st Avenue and then into the site where the egress traffic is exiting, the ingress and egress traffic are funneled to one passenger vehicle access point increasing conflict points. Separating the ingress and egress traffic flows of the site enhances a vehicle's ability to safely exit onto 21st Avenue from the 21st Avenue passenger vehicle driveway.

Furthermore, the proposed passenger vehicle right-in driveway along 13th Street SE will help separate local primary trips traveling to/from the south from the majority of ingress commuter traffic from US 2/52. This would enhance the travel route for local motorists by reducing conflict.

According to Figure 13 of the original traffic study, there is an estimated 60 (65) [morning peak (evening peak)] vehicles making a southbound right at 21st Avenue SW and 129 (125) vehicles anticipated to make a southbound right into Circle K from the dedicated access point. Combining both of these volumes cumulates to 189 (190) potential 13th Street SE southbound right-turn trips.

Below is a snip from the NDDOT Traffic Operations Manual. On a 30-mph roadway on a free flow approach, there needs to be more than 250 right-turning vehicles before a right-turn lane is recommended based upon volume.

The right-turn lane does not solve a capacity issue as the entire approach is free-flow (21st Avenue SW is stop controlled). There does not appear to be a crash issue susceptible to correction with the addition, in-fact the addition of a right-turn lane may make visibility more difficult as it adds an obstruction into the 21st Avenue SE eastbound sight triangle.

It should be noted that in urban areas, right-turn lanes are often discouraged due to safety conflicts with pedestrians and bicyclists.

Colliers argues that the addition of a private access facilitated by a right-turn lane would enhance travel and reduce conflict. The City does not see this vision and does not agree with this assessment.

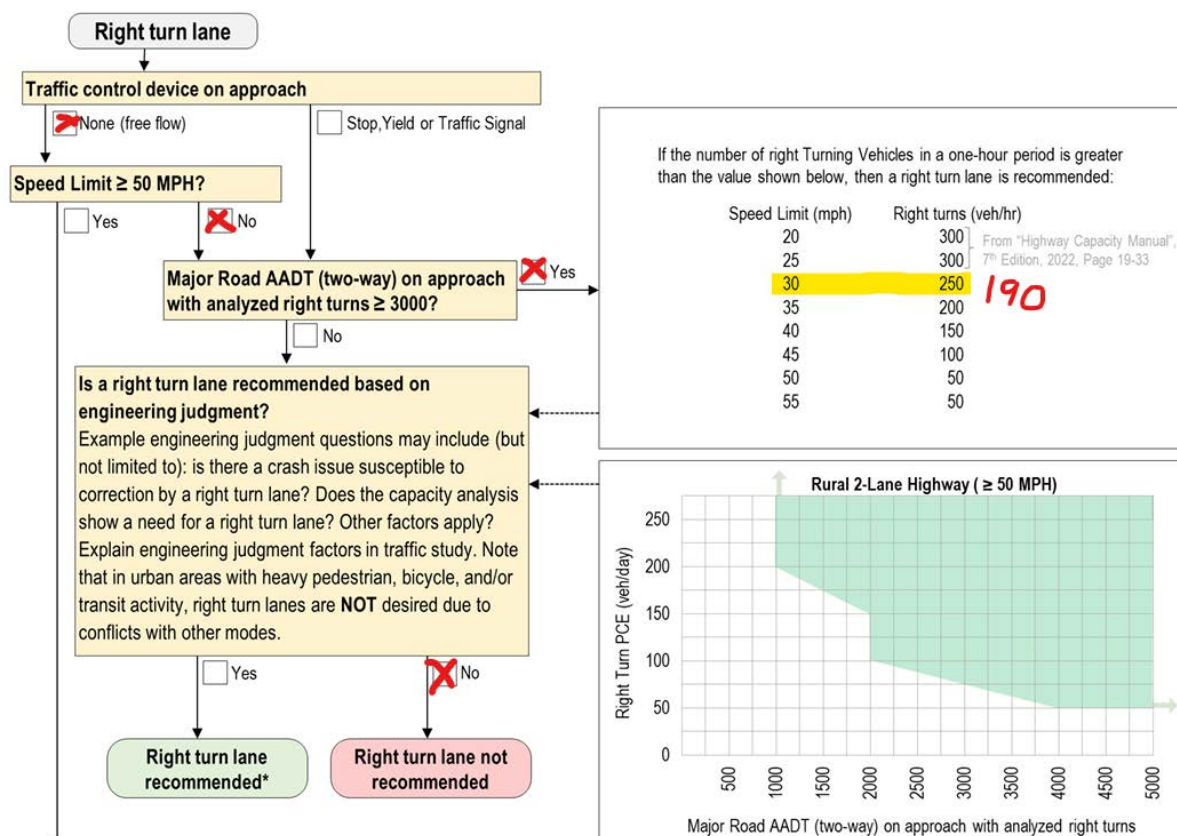
NDDOT TRAFFIC OPERATIONS MANUAL

23 USC § 407 Documents
NDDOT Reserves All Objections

JULY 2024

RIGHT TURN LANE

The flowchart below should be used to determine whether a right turn lane should be recommended in the traffic study.



Reduction in Internal Conflicts

The primary on-site internal intersection is a four-leg intersection providing access towards parking and the fuel dispensers. The internal intersection is located approximately 60' north of 21st Avenue. By providing a secondary access, the ingress traffic can be distributed more proportionally on-site reducing the conflicts and traffic density at the internal on-site intersection. Without the right-turn into the site from 13th Street, all entering and exiting movements will traverse through the four-leg intersection on-site, which would potentially increase on-site conflicts 60' north of 21st Avenue.

Circle K has provided the City of Minot a layout that has two access points for the convenience store and vehicle fueling stations. This should alleviate the concern regarding internal conflicts.

13th Street SE Right-In Proximity to US 2/52

There is approximately 300' between the proposed right-in access on 13th Street to US 2/52. The following sections assess the offset.

And approximately only 100-feet between the proposed right-in access on 13th Street SE to 21st Avenue SE.

Deceleration Lane

This ingress right-in only driveway will include a deceleration lane. The right-turn lane lengths will meet NDDOT standards, which includes a 96' taper and a 75' deceleration length (171' total). The opportunity for a deceleration lane at the proposed right-in driveway on 13th Street SE southbound will allow ingress maneuvers to decelerate separate from the 13th Street SE southbound through volumes. The traffic flow along 13th Street SE southbound and the traffic interaction with the traffic signal will be enhanced with a dedicated 13th Street SE deceleration lane at the right-in access point.

This information regarding distances is correct.

City of Minot Corner Clearance to US 2/52

The City of Minot utilizes the MNDOT corner clearance requirements for their offsets. A corner clearance of 225' is required by the City of Minot.

The City of Minot does utilize the corner clearance standards for the Minnesota Department of Transportation, as shown in Appendix X at the end of this document. Colliers only analyzed the relationship between the US Highway 2/52 / 13th Street SE intersection, for which the 225-feet is correct.

However, Colliers did not analyze corner clearance for the relationship of the 13th Street SE / 21st Avenue SE intersection. The upstream corner clearance (13th Street SE north of 21st Avenue SE) is 435 feet. It is recommended that no access is to be within the corner clearance. The proposed 13th Street SE access into Circle K is approximately 100-feet north of 21st Avenue SE, which is far less than the 435-feet as recommended by the MnDOT corner clearance standard.

NDDOT Intersection Functional Area

The NDDOT Traffic Operation Manual was referenced to determine the downstream functional area needed from US 2/52 to the proposed right-in access on 13th Street SE. The NDDOT Traffic Operations Manual states:

“The functional area downstream of an intersection consists of enough distance for drivers to accelerate back up to speed if they were previously stopped and should be at least as long as the stopping sight distance for the roadway.”

With a posted speed limit of 30mph, the AASHTO stopping sight distance along 13th Street SE is 200'. The functional area downstream of US 2/52 on 13th Street is 200.'

Colliers Engineering only evaluated half of the NDDOT standard for downstream functional area. 200-feet is correct for the stopping sight distance for a 30-mph 13th Street SE roadway. However, the distance for drivers to accelerate back up to speed for a 30-mph roadway is 220-feet. This is per the Transportation Research Board Access Management Manual, page 339 and as referenced in the NDDOT Traffic Operations Manual.

The functional area for southbound 13th Street SE traffic north of 21st Avenue SE is to consists of the following distances added together:

- The total upstream functional area for 13th Street SE north of 21st Avenue SE distance is 65-feet + 96-feet + 100-feet for a total length of 261-feet.

This diagram illustrates the functional areas for a T-intersection where 13 St SE meets 21 Ave SE. The intersection is oriented with 13 St SE running vertically and 21 Ave SE running horizontally. The diagram uses red and blue shaded regions to define functional areas and includes dimension lines for various lengths.

Functional Areas:

- Upstream Functional Area of US 2 & 13 St SE:** Indicated by a red shaded region at the top of the diagram.
- Downstream Functional Area of US 2 & 13 St SE:** Indicated by a red shaded region at the bottom of the diagram.
- Upstream Functional Area of 13 St SE & 21 Ave SE:** Indicated by a blue shaded region on the left side of the intersection.
- Downstream Functional Area of 13 St SE & 21 Ave SE:** Indicated by a blue shaded region on the right side of the intersection.

Dimensions:

- Red Dimensions (US 2 & 13 St SE):**
 - $L2 + L4 = 200$ ft (Total length of the red shaded area).
 - $L1 = 96$ ft (Length of the upstream red shaded area).
 - $PRT = 65$ ft (Length of the downstream red shaded area).
 - 220 ft (Total length of the intersection approach).
- Blue Dimensions (13 St SE & 21 Ave SE):**
 - $L2 + L4 = 100$ ft (Total length of the blue shaded area).
 - $L1 = 96$ ft (Length of the upstream blue shaded area).
 - $PRT = 65$ ft (Length of the downstream blue shaded area).
 - 220 ft (Total length of the intersection approach).

Labels:

- 21 Ave SE (Horizontal road label)
- 13 St SE (Vertical road label)

Right-In Driveway Queueing

There will be no stop condition once vehicles have entered the site from 13th Street SE. There will be no traffic control delay or queueing caused by traffic control. By separating ingress and egress traffic between two passenger vehicle access points, internal traffic is better dispersed on-site reducing onsite conflicts and potential for queue spill backs. In a later section, truck routing is discussed to physically prohibit and to properly communicate that the 13th Street SE access is for passenger vehicles only.

13th Street Access Proximity Summary

The deceleration lane can be constructed to NDDOT standards. Vehicles entering the site will utilize the deceleration lane and not impede the 13th Street SE Southbound through traffic flow. The 300' offset from US 2/52 to the proposed right-in driveway exceeds both the City corner clearance the NDDOT Intersection Functional Area requirements. The proposed access is right-in only and no stop control is proposed immediately on-site, therefore, no traffic control delay is anticipated. The results of the proximity analysis area summarized in Table 2 below.

Table 2 - Proposed 13th Street SE Right-In Access Proximity Assessment

Distance between proposed 13th Street SE Right-In Driveway to US 2/52	Right-Turn Deceleration Length Required	City of Minot Corner Clearance Requirement	NDDOT Intersection Functional Area Requirement	Does the 13th Street SE Right-In Driveway Proximity to US 2/52 meet City & State Requirements
300'	171'	225'	200'	YES

The Engineering Department would update the Access Proximity Assessment Table to also include the following items:

- Distance between the proposed 13th Street SE Right-In Driveway to 21st Avenue SE
- City of Minot (MnDOT) Corner Clearance
- City Intersection (21st Avenue SE) Functional Area
- Revision to the NDDOT Intersection Functional Area Requirement
- Revision to the Does the 13th Street SE Right-In Driveway Proximity to US 2/52 and 21st Avenue SE meet City & State Requirements
-

Distance between proposed 13th Street SE Right-In Driveway to US 2/52	Distance between proposed 13th Street SE Right-In Driveway to 21st Ave SE	City of Minot Corner Clearance Requirement	City Intersection Functional Area Requirement	NDDOT Intersection Functional Area Requirement	Does the 13th Street SE Right-In Driveway Proximity to US 2/52 and 21st Avenue SE meet City & State Requirements
300'	100'	435'	261'	220'	No

When factoring in additional analysis and correcting analysis, the proposed right-in driveway does not meet the City of Minot's standards.

Emergency Access, Driveway Design and Truck Routing

Emergency Access

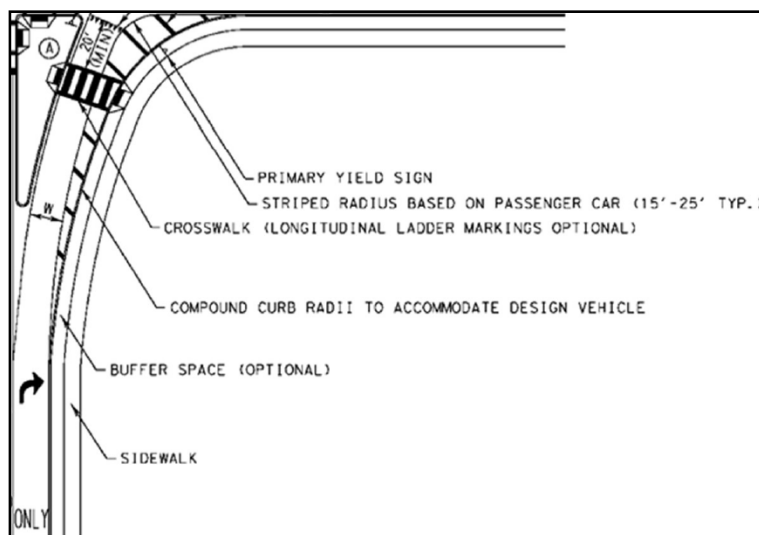
Although the site proposes one full-movement driveway and bi-furcated ingress and egress truck access driveways along 21st Avenue SE, only the full-movement driveway provides paved

As part of the May 2024 Development Review Team meeting for the proposed Circle K development, a site plan with two full movement accesses onto 21st Avenue SE were presented. Thus mitigating this concern.

access to convenience store and passenger vehicle fueling dispensers. The 13th Street SE right-in access will provide a secondary point of access to the convenience store and passenger vehicle fueling dispensers. Secondary points of access provide a significant safety benefit for emergency response.

Driveway Design

Driveway channelization can be implemented with both striping and physical curb to physically delineate that the right-in driveway on 13th Street SE is for passenger vehicles only. Many state DOTs are using 75 degrees to 55 degrees for right-turn channelization rather than 45 degrees. This provides enhanced line of sight for pedestrians and motorists. An example of this type of channelization is shown on the inset detail and can be implemented at the 13th Street SE right-in driveway.



Truck Signing

The proposed passenger vehicle right-in driveway along 13th Street SE will be delineated with striping and channelization. It is recommended to implement truck restriction sign assemblies (Sign Assembly #1 and #2) at the passenger vehicle right-in driveway along 13th Street SE. It is recommended to implement the Truck Entrance Sign (Sign Assembly #3) at the 21st Avenue SE diesel/truck access point. Sign Assemblies #4 and #5 are recommended to provide directions for trucks looking to obtain diesel fuel to turn right from 13th Street SE southbound to 21st Avenue SE westbound and then to turn into the 21st Avenue SE ingress truck access. Examples of the sign assemblies are detailed below.

Sign Assembly #1 Sign Assembly #2 Sign Assembly #3 Sign Assembly #4 Sign Assembly #5

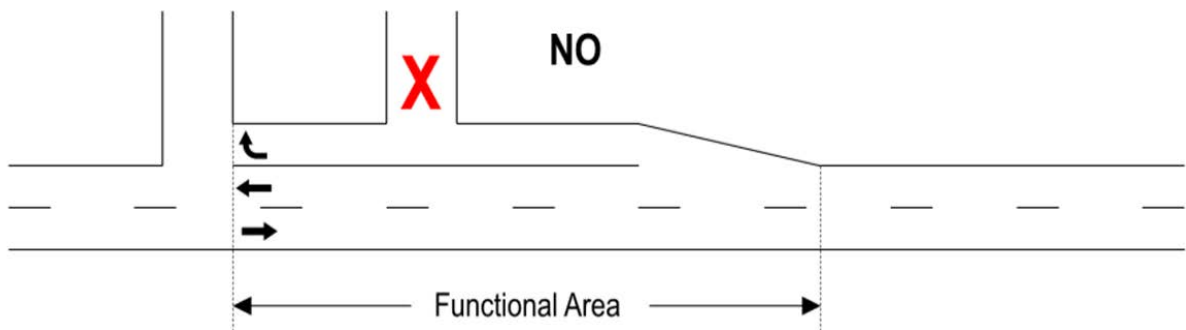


It should be noted that the proposed signs would be the responsibility of the City of Minot to provide future maintenance to as they would be in the public right-of-way. The City believes/hopes that signage would deter large trucks from accessing a proposed 13th St SE driveway, but the City acknowledges that the success rate will likely not be 100%.

Driveway Compatibility with Future Improvements by Others

The proposed right-in driveway and existing shared-use path can be shifted closer into the site to allow future improvements (by others) at the intersection of US Hwy 2 & 13th Street SE. Should the proposed 13th Street SE right-in access be permitted, the Applicant can coordinate with the City regarding right-of-way and a shared-use path (sidewalk) easement on-site to support the City's envisioned future growth. An exhibit illustrating the ability to construct a right-in driveway and shift over the existing shared-use path along 13th Street SE southbound to support the City's future improvements at US Hwy 2 & 13th Street is enclosed.

Following the NDDOT Traffic Operations Manual and the NDDOT Design Manual, the addition of a dedicated 13th Street SE access just north of 21st Avenue SE eliminates the future potential of implementing a southbound right-turn lane for 21st Avenue SE.



Summary

There are items that the City of Minot has asked Colliers Engineering to review but have not. That includes engineering analysis without the requested 13th Street SE driveway as well as compliance to the City of Minot's access management guidelines.

It often felt that Colliers Engineering would pick and choose which data/analysis to leave into the report while excluding standards and alternatives that would contradict their effort for a private access off of 13th Street SE.

The Applicant proposes to construct a 5,650 SF convenience store and gas station with 14 vehicle fueling positions, 4 truck fueling positions and an ancillary car wash. The anticipated land use is a convenience store and gas station, not a truck stop. Trucking facilities such as showers and overnight stays will not be provided.

Based upon the original TIA submitted on June 23, 2023 and the additional information submitted in this letter, the proposed passenger vehicle right-in driveway along 13th Street SE is anticipated to reduce total delay per vehicle and stops per vehicle within the study area when compared to prohibiting 13th Street SE access and constructing a right-turn lane at 21st Avenue. Providing direct and discernible ingress access to the site reduces network delay and vehicle stops, which benefits the motoring public from a congestion and safety standpoint.

The proposed passenger vehicle right-in driveway along 13th Street SE will help separate local primary trips traveling to/from the south from the majority of ingress commuter traffic from US 2/52. This would enhance the travel route for local motorists by reducing conflict.

A proposed passenger vehicle right-in driveway along 13th Street SE provides external and internal traffic flow benefits and is offset far enough south of US 2/52 to meet current Minot corner clearance requirements, NDDOT intersection functional area requirements, and deceleration length requirements.

The right-in driveway will provide a second access to the convenience market and fuel dispensers enhancing emergency access. The right-in passenger driveway can be designed appropriately to discourage delivery and fuel truck use. Trucks will have dedicated ingress and egress access points on 21st Avenue SE.

The proposed right-in driveway and existing shared-use path can be shifted closer into the site to allow future improvement by others at the intersection of US Hwy 2 & 13th Street SE. Should the proposed 13th Street SE right-in access be permitted, the Applicant can coordinate with the City regarding right-of-way and a shared-use path (sidewalk) easement on-site to support the City's envisioned future growth (by others).

Should you have any additional questions, please contact this office.

Sincerely,

Colliers Engineering & Design, Inc.

Nicholas Aiello, PE, PTOE, PTP

Crash Susceptibility

On a typical traffic study, a review of the crash history is done and suggestions for remediation for potential increases in crash potential would be conducted as part of the study. Colliers Engineering did not conduct a Crash Data Analysis, which should be included on traffic impact studies for new developments with anticipated 1,000 to 5,000 trips per day. This is listed in the NDDOT Traffic Operations Manual and is a guideline that the City of Minot follows.

It should be noted that the intersection of US Highway 2/52 has been on the state's high crash location list.

2019-2021 - #27 on the High Crash Location List

2021-2023 - #25 on the High Crash Location List

In a review of the crash data, the US Highway 2/52 intersection has some of the lowest quantity of crashes. The reason that this intersection is on the list is that it has a higher severity of accidents. During the 2019-2021 analysis period there were 4 incapacitating injuries and 1 non-capacitating injury. During the 2021-2023 analysis period, there were 3 incapacitating and 4 non-incapacitating injuries.

Incapacitating injuries are those that prevent a person from walking, driving or normally continuing the activities the person was capable of performing before the injury occurred. A non-incapacitating injury is one where the victim must be carried or otherwise helped from the scene.

In essence, the US Highway 2/52 and 13th Street SE intersection has high crash severity potential. Adding a private drive just south of the intersection increases friction into the roadway system and adds driver decision points adjacent to the high crash severity potential intersection. This is a concern to the City of Minot Engineering Department.

Access Management, per the City's Access Management Policy for Minot Arterials (i.e. 13th Street SE) is for driveway spacing 660-feet. Full intersection spacing is to be ¼ mile (1,320 feet). It is worth noting that due to the geography the spacing between US Hwy 2/52 and 21st Avenue SE is only 520-feet. Which is not even the recommended spacing for a private access driveway, for which Circle K is requesting an additional access point.

Circle K's proposed private access is approximately 400-feet from the center of the US Hwy 2/52 intersection and only approximately 100-feet from the center of the 21st Avenue SE intersection.

For reference purposes, the 13th Street SE crossing roadways of 18th Avenue SE/20th Avenue SE north of US Hwy 2/52 has a spacing of 1,170-feet, which is close to the recommended primary full access spacing of ¼ mile (or 1,320-feet).

Functional Classification		Urban Area			
		Principal Arterials	Minor Arterials	Collectors	Local
Typical Facility Characteristics/ Configuration		Bypass/Urban Arterial	4-Lane Divided to 2-Lane	3-Lane to 2-Lane	2-Lane
Intersection Design/Control		Traffic Signals/ Stop Sign Control	Traffic Signals/ Stop Sign Control	Traffic Signals/ Stop Sign Control	Stop Sign Control
Intersection Spacing (1)	Primary Full Movement	1/2 Mile	1/4 Mile	1/8 Mile	330' – 660'
	Secondary Full Movement	1/4 Mile	1/8 Mile	330' – 660'	
Private Access (2)		1/4 Mile	660'	330'	50'
Signal Spacing		1/2 Mile	1/4 Mile	1/4 Mile	As Warranted

NDDOT Functional Area Calculations

US 52 & 13 St SE - Intersection Functional Area Calculations

Upstream Functional Area

PRT (distance traveled during perception-reaction time) = 65 ft at 30 mph
From TRB Access Management Manual pg 334
assumed suburban and 1.5sec perception-reaction time (from pg 333 section 14.2.1).

L1 (taper) = 96 ft length at 30 mph, from NDDOT Design Manual section III-03.05.01

L2 (deceleration) = 75 ft at 30 mph, from NDDOT Design Manual section III-03.05.01

L4 (storage) = minimum is 0 ft for left turns from NDDOT Traffic Operations Manual

Existing L2+L4 is based on aerial photo measurement = 200 ft

Total Upstream Functional Area Distance = 65 + 96 + 200 = 361 ft

Downstream Functional Area

Highest of the below values:

-Stopping Sight Distance, AASHTO Green Book page 3-4.

200 ft at 30 mph

-Distance to Accelerate to Posted Speed, TRB A.M.M. page 339

220 ft at 30 mph

220 ft

13 St SE & 21 Ave SE - Intersection Functional Area Calculations

Upstream Functional Area

PRT (distance traveled during perception-reaction time) = 65 ft at 30 mph

From TRB Access Management Manual pg 334

assumed suburban and 1.5sec perception-reaction time (from pg 333 section 14.2.1).

L1 (taper) = 96 ft length at 30 mph, from NDDOT Design Manual section III-03.05.01

L2 (deceleration) = 75 ft at 30 mph, from NDDOT Design Manual section III-03.05.01

L4 (storage) = minimum is 50 ft for left turns from NDDOT Traffic Operations Manual

Existing L2+L4 is based on aerial photo measurement = 100 ft

Total Upstream Functional Area Distance = 65 + 96 + 100 = 261 ft

Downstream Functional Area

Highest of the below values:

-Stopping Sight Distance, AASHTO Green Book page 3-4.

200 ft at 30 mph

-Distance to Accelerate to Posted Speed, TRB A.M.M. page 339

220 ft at 30 mph

220 ft

Good evening, Mayor Ross, Council Chairman Jantzer, and members of the City Council.

My name is John Coughlin, and with my partner Jim Myers, we own and operate Meadowlark Holdings, LLC.

Over the past 49 years, here in Minot, Jim and I have successfully developed and built multiple projects such as land development, single family and multifamily residential, retail/commercial, mobile home park, and industrial.

Our construction company has successfully completed heavy/municipal, military, flood protection, ND DOT and even oil field projects.

In over 49 years of construction and development here in Minot, we feel that we have gained the expertise to recommend to you tonight a development that is a perfect fit for our city.

The development I'm referring to is Holiday Station Stores and/ Circle K. They propose to build a gas station, convenience store, car wash, and diesel truck island. They are strong financially, national in scope, and a well respected company with headquarters in Minneapolis.

The location of this project is the SW quadrant of HWY 2&52 and 13th St SE. It is properly zoned, an infill property, and it is the highest and best use of the site.

The site currently has a 65 foot access apron on 13th St. It was designed and built by ND DOT and City of Minot to

replace a previously existing access onto 13th St. In theory, that apron would allow four traffic movements: Right in, Right out, Left in, Left out. Holiday and their nationally recognized expert traffic engineers, understood the unsafe nature of that apron and designed a dedicated southbound, right in only access as the best and safest replacement of the existing apron. As per City requirements a traffic impact study was done which substantiated the right-in only access.

This right in only on 13th street is being disputed by Minot's city engineer, with a statement on Line 6 of the Conditional Use Permit that reads "There shall be no access points on 13th St SE. Existing access point will be removed by the developer per city ordinance." This statement nullifies the entire plan.

For this development opportunity to move forward, it is necessary to appeal the one condition restricting access on 13th St. All other conditions and requirements of the city are acceptable to Holiday/Circle K.

Therefore, our request this evening is that the recommendation of the Planning Commission be approved except that line 6 of the Conditional Use Permit be amended to allow access on 13th St. as per submitted conceptual site plan 5.2W.

CONDITIONAL USE PERMIT CASE NO. 2023-04-03

BE IT, HEREBY, RESOLVED BY THE PLANNING COMMISSION of the City of Minot, North Dakota, that a Conditional Use Permit Amendment is granted to Stephen Harrison on behalf of Duemelands Commercial Real Estate, representative for Meadowlark Holdings, LLC, owner, to construct and operate a truck stop in a "C2" General Commercial District for the following property:

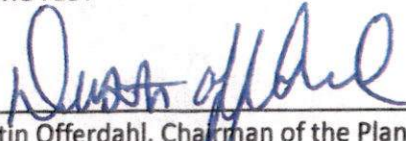
Block 2, Livingston's 7th Addition.

The approval is subject to the following Conditions:

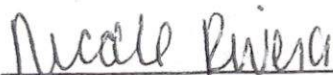
- 1) The development must generally comply with the site plan provided in Exhibit 2 and is further subject to all necessary modifications stemming from other required conditions of approval and the Land Development Ordinance of the City of Minot.
- 2) A storm water management plan is required for future development.
- 3) A site plan is required for development.
- 4) A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.
- 5) A traffic impact study is required for future development and shall be reviewed and approved by the City and NDDOT. Any required improvements must be paid for by the developer and included in a developer agreement approved by the City Council.
- 6) There shall be no access points on 13th St SE. Existing access point will be removed by the developer per city ordinance.
- 7) Access onto 21st Ave SE shall meet spacing requirements for a collector roadway per the City's Transportation Plan.
- 8) Sanitary sewer connection fees are required for future development.
- 9) An approved traffic impact study must be possessed by the City of Minot prior to building permit issuance. A building permit may be issued prior to completion of necessary improvements, if any, stemming from the results of the approved traffic impact study. No Certificate of Occupancy may be issued until necessary improvements, if any, are completed to the satisfaction of the City of Minot and North Dakota Department of Transportation.
- 10) Site grading and preparation activities may occur upon approval of the storm water management plan and prior to building permit issuance.

Passed and adopted this 4th day of April, 2023.

APPROVED:


Dustin Offerdahl, Chairman of the Planning Commission

ATTEST:


Nicole Rivera, Administrative Clerk



ENGINEERING DEPARTMENT

Livingston's 7th Addition Appeal

What is Being Appealed?

All other conditions have been
agreed to

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval of a conditional use permit for a truck stop with the following conditions:

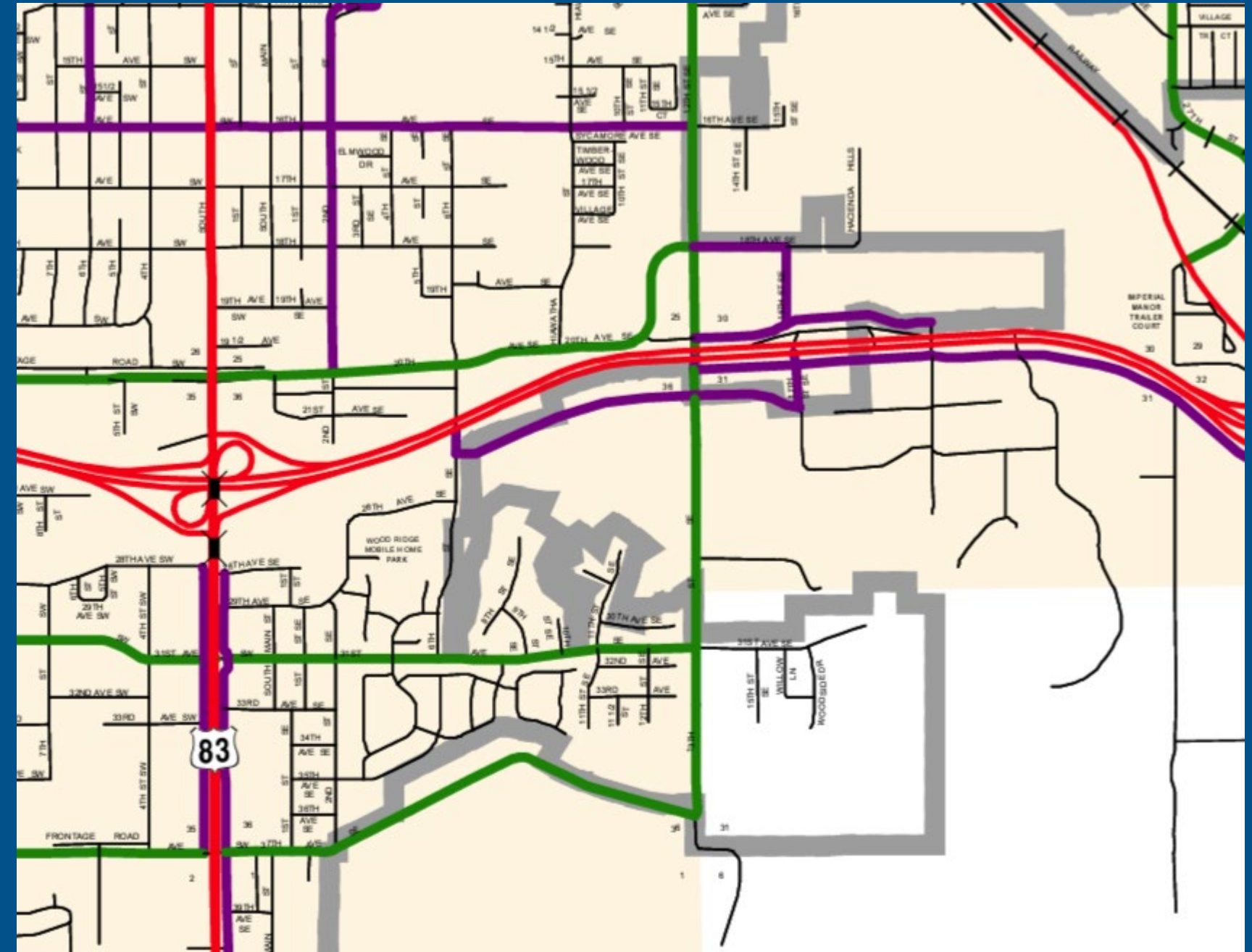
1. The development must generally comply with the site plan provided in Exhibit 2 and is further subject to all necessary modifications stemming from other required conditions of approval and the Land Development Ordinance of the City of Minot.
2. A storm water management plan is required for future development.
3. A site plan is required for development.
4. A pedestrian connection from the site to the existing shared use path along 13th St is required. Sidewalks are not required on 21st Avenue.
5. A traffic impact study is required for future development and shall be reviewed and approved by the City and NDDOT. Any required improvements must be paid for by the developer and included in a developer agreement approved by the City Council.
6. There shall be no access points on 13th St SE. Existing access point will be removed by the developer per city ordinance.
7. Access onto 21st Ave SE shall meet spacing requirements for a collector roadway per the City's Transportation Plan.
8. Sanitary sewer connection fees are required for future development.
9. An approved traffic impact study must be possessed by the City of Minot prior to building permit issuance. A building permit may be issued prior to completion of necessary improvements, if any, stemming from the results of the approved traffic impact study. No Certificate of Occupancy may be issued until necessary improvements, if any, are completed to the satisfaction of the City of Minot and North Dakota Department of Transportation.
10. Site grading and preparation activities may occur upon approval of the storm water management plan and prior to building permit issuance.

Why is This Issue so Concerning to Staff?

1. Protect public safety
2. Protect intersection for future improvements
3. Design improvements to serve all subdivision users

Functional Classification

1. Local Roads (Black) – low volume, high access
2. Collector Roads (Purple) – medium volume, less access
3. Minor Arterial Roads (Green) – high volume, low access
4. Principal Arterial Roads (Red) – high volume, controlled access or very low access



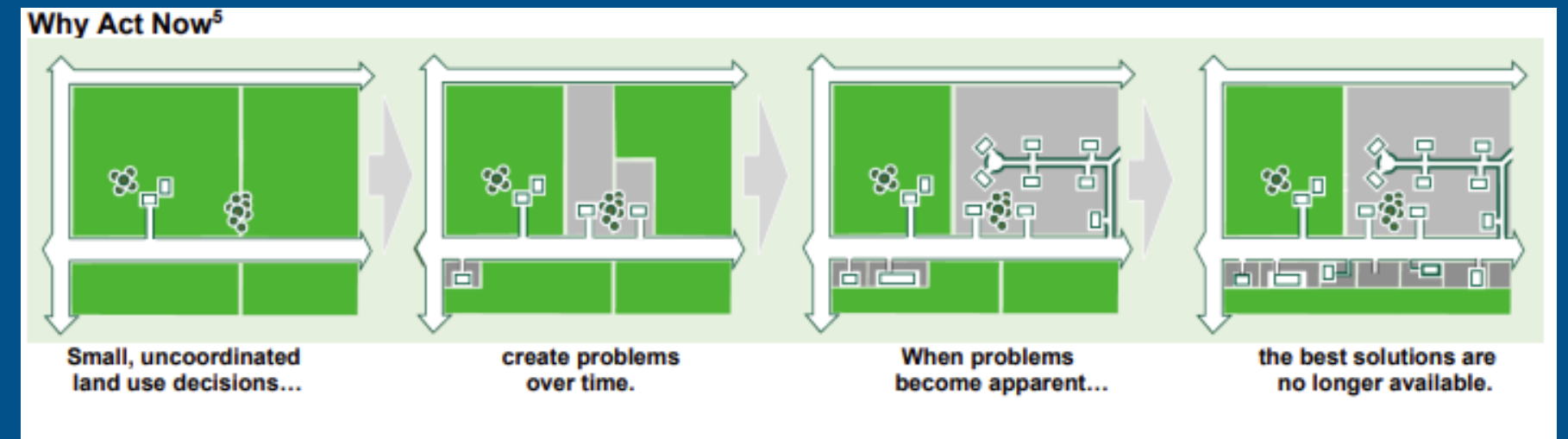
Functional Classification

1. Provides system planning
2. Provides system mobility
3. Provides the level of services users expect



Access Management

1. Most cost-effective way to increase traffic flow
2. Safer roadways: Crashes and congestion are reduced
3. Roadway capacity preserved: delaying time until widening
4. Travel times and delivery of goods and services are improved
5. Access management combined with functional class planning leads to safe, well flowing corridors



Access Management

1. Example from Broadway Corridor Study:
1. Broadway from 11th Ave to 20th Ave:

2. 560% more access points per mile than recommended

3. 310% higher critical crash rate for this type of facility

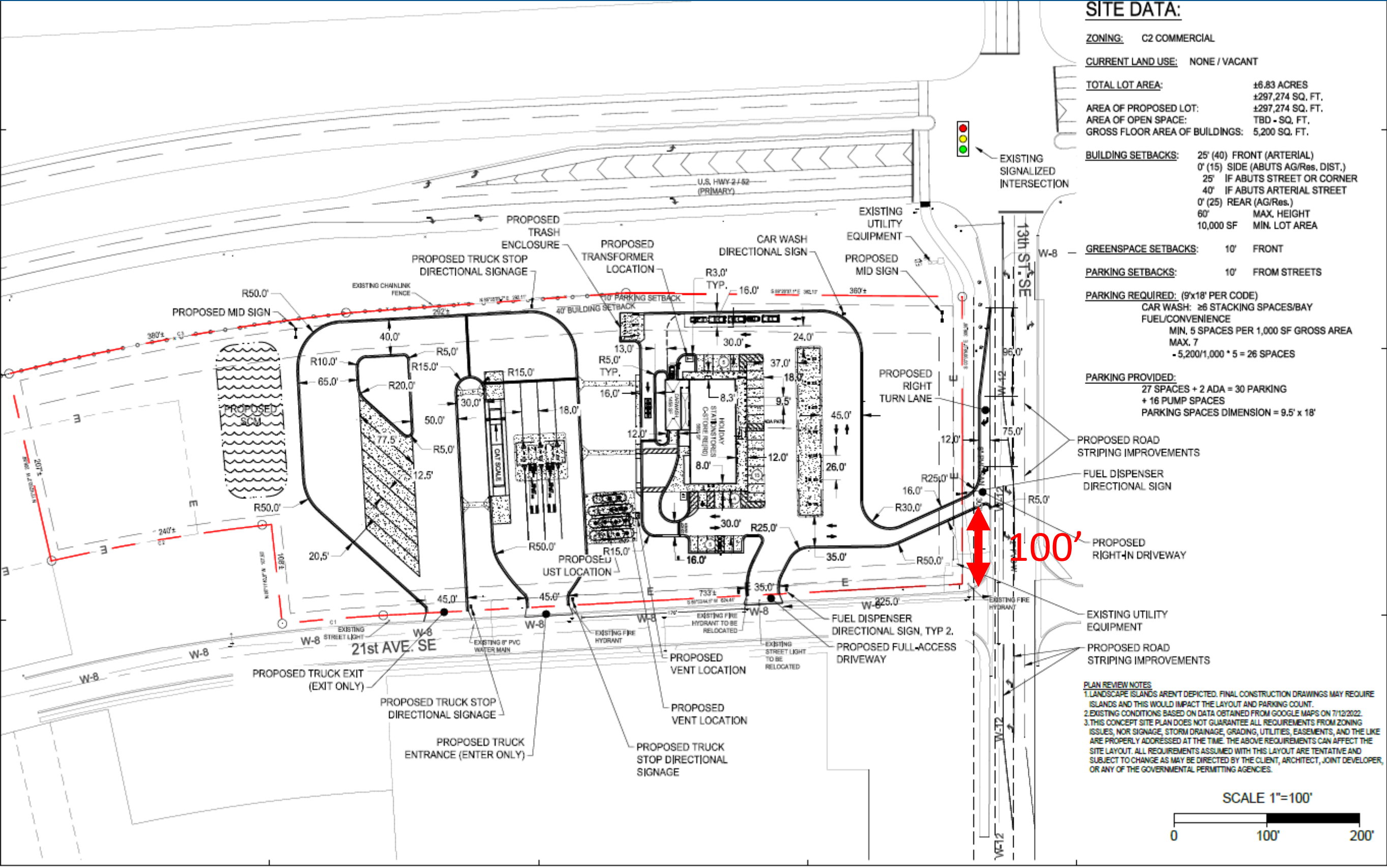
Table 13: Number of Access Points per Mile

Segment	# of Access Points	Miles	Existing Access Points per Mile	Recommended Access Points per Mile	% Over Recommended Access Points per Mile
46 th Avenue N to 21 st Avenue N	10	1.72	5.8	No More than 13	Under
21 st Avenue N to 11 th Avenue N	9	0.80	11.3		Under
11 th Avenue N to Mouse River	28	0.62	45.2		+347.7%
Mouse River to 11 th Avenue S	19	0.83	22.9		+176.2%
11 th Avenue S to 20 th Avenue S	75	1.03	72.8		+560.1%
20 th Avenue S to 40 th Avenue S	11	1.36	8.1		Under

Relationship to Corridor Safety

There is a very strong relationship between access density and safety. The segments of Broadway that see the highest access density, 11th Avenue N to 20th Avenue S, also see the highest crash rates. The segment between 11th Avenue S and 20th Avenue S has 75 access points in just over one mile. This is 560 percent higher than the recommended access density. This segment's crash rate is 3.23, which is 310 percent higher than the critical crash rate for that type of facility. Alternatively, the segment between 20th Avenue S and 40th Avenue S has just 8 access points per mile, which is forty percent fewer than the recommended access density. This segment's crash rate is 0.65, which is 30 percent lower than the critical crash rate for that type of facility.

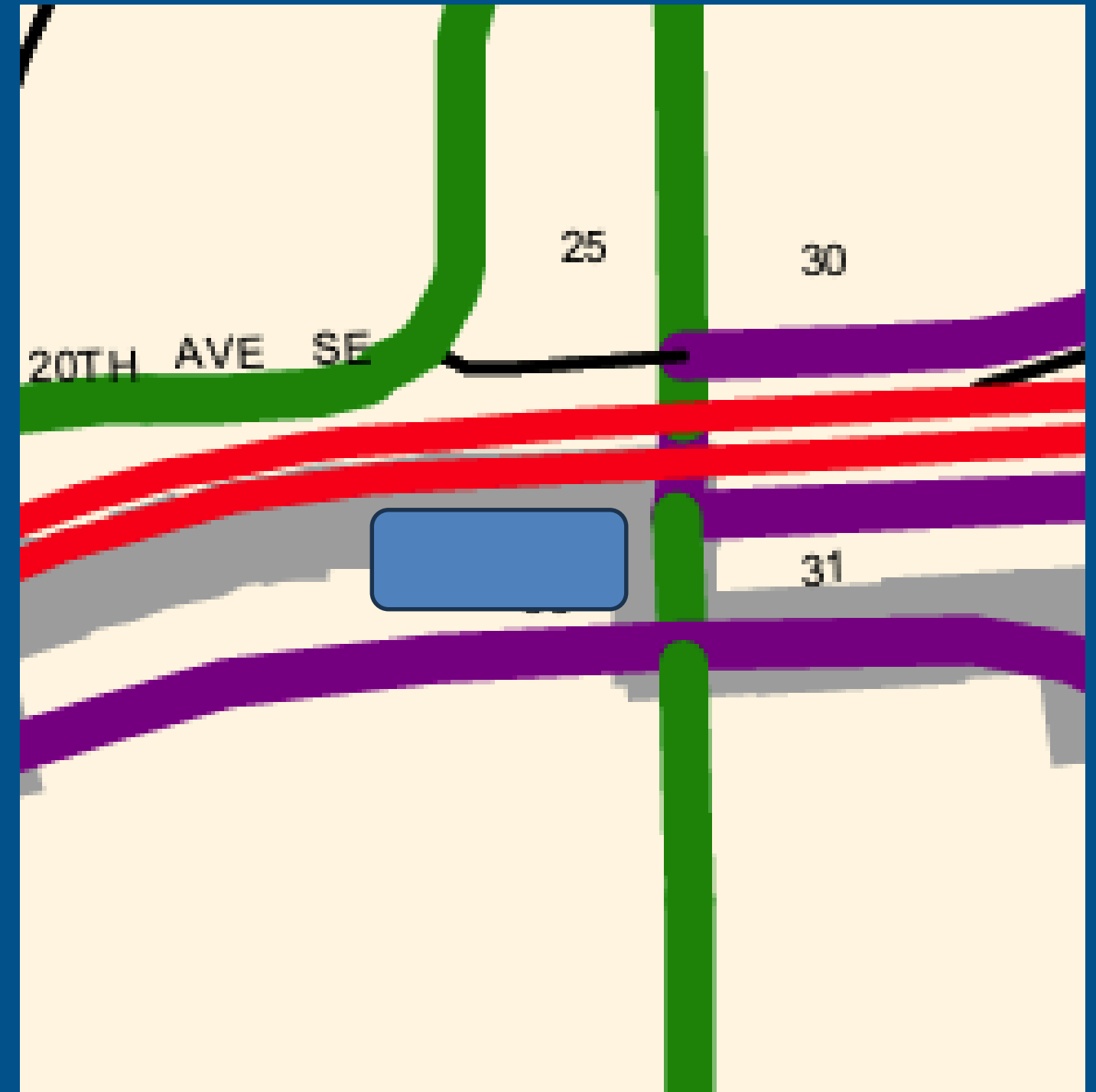
Circle K (Holiday) Fuel Station Site



Circle K (Holiday) Fuel Station Site

Functional Class Review

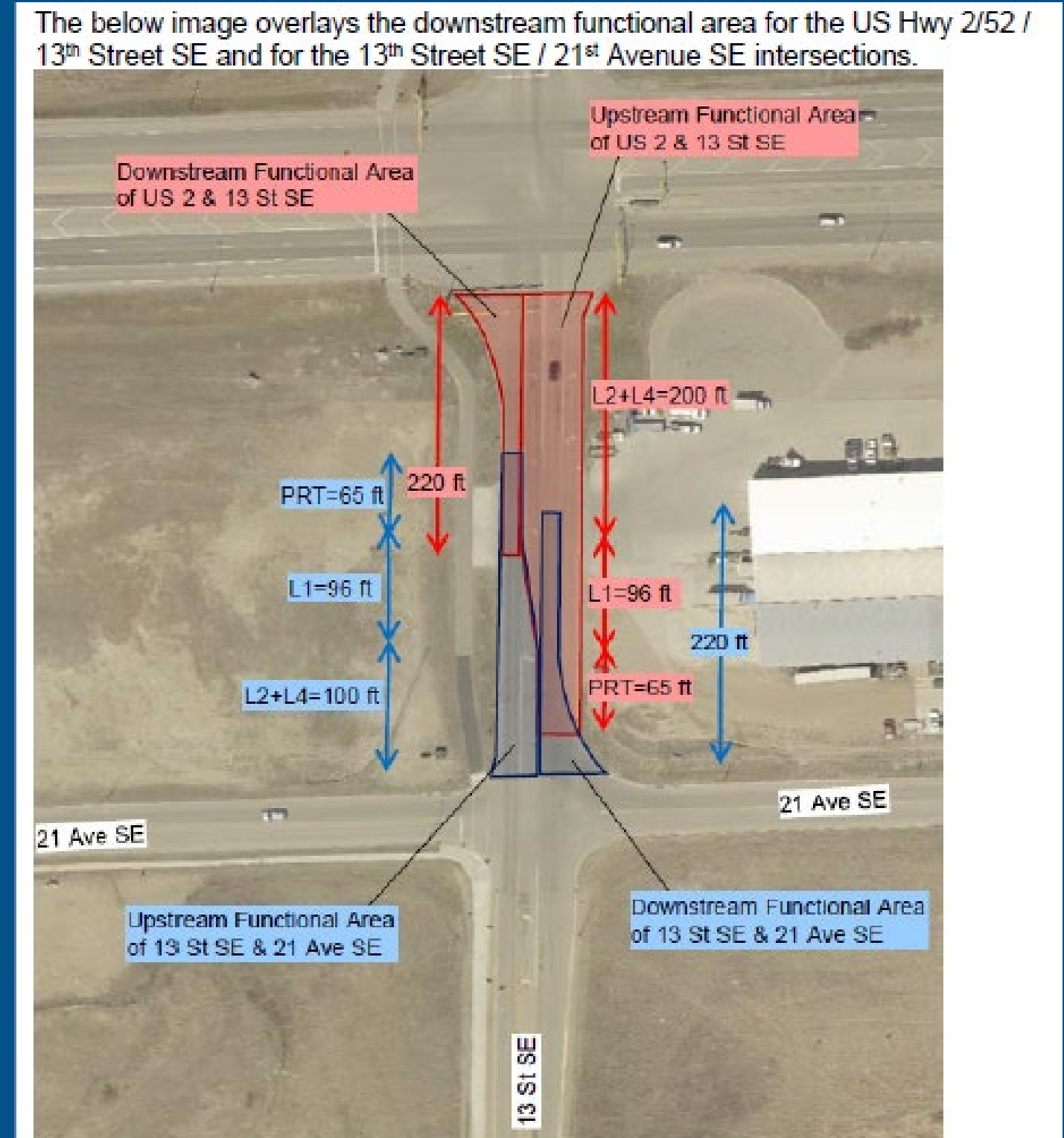
- US 2-52: Principal Arterial – NDDOT will not allow access
- 13th Street SE: Minor Arterial – City staff does not recommend access
- 21st Avenue SE: Collector – City staff recommends access



Circle K (Holiday) Fuel Station Site

Access Management Review

- How can we avoid conflicts with such a significant volume of traffic?
- US 2 and 21st Avenue had to be designed so close together. Intersection spacing not ideal and does not support high volumes of turning traffic.
- 13th Street has a steep grade, 5% or greater in some places. You will have difficulty seeing a stopped or slowed vehicle from the highway.
- Proposed driveway does not meet NDDOT's or MNDOT's corner clearance criteria – distance access need to be spaced from intersections for sight distance and safety reasons.



Circle K (Holiday) Fuel Station Site

Traffic Accident Review

- Development did not conduct a crash data analysis, which is typical of a development traffic study
- US 2/52-13th Street intersection is currently ranked #25 on North Dakota's High Crash Location List.
 - 2019-2021: 4 incapacitating injuries
 - 2021-2023: 3 incapacitating injuries
 - Low frequency but very high injury effect due to speed. All angle (T-bone) crashes
 - With the driveway on 13th, this will add friction and driver error which will lead to a higher probability of accidents
- 21st Avenue and 13th St also has had several crashes in the last five years – 6 (1 incapacitating)

Circle K (Holiday) Fuel Station Site

Right Turn Lane Warrants

- Based on their traffic study, number of right turns does not meet the volume warrant
- There is no capacity or crash issue at 21st Avenue to solve. Under all scenarios (in their study), eastbound 21st Avenue approach at 13th Street will function at a level of service of F.
- In urban areas, right turn lanes are often discouraged due to safety conflicts with pedestrians and bicyclists. This turn lane will cross a shared use path.
- The proposed turn lane will create a sight distance issue for turning traffic at 21st Avenue making delays even worse. Drivers will become more frustrated, take chances, and will lead to additional accidents.
- Why maintain unwarranted infrastructure?

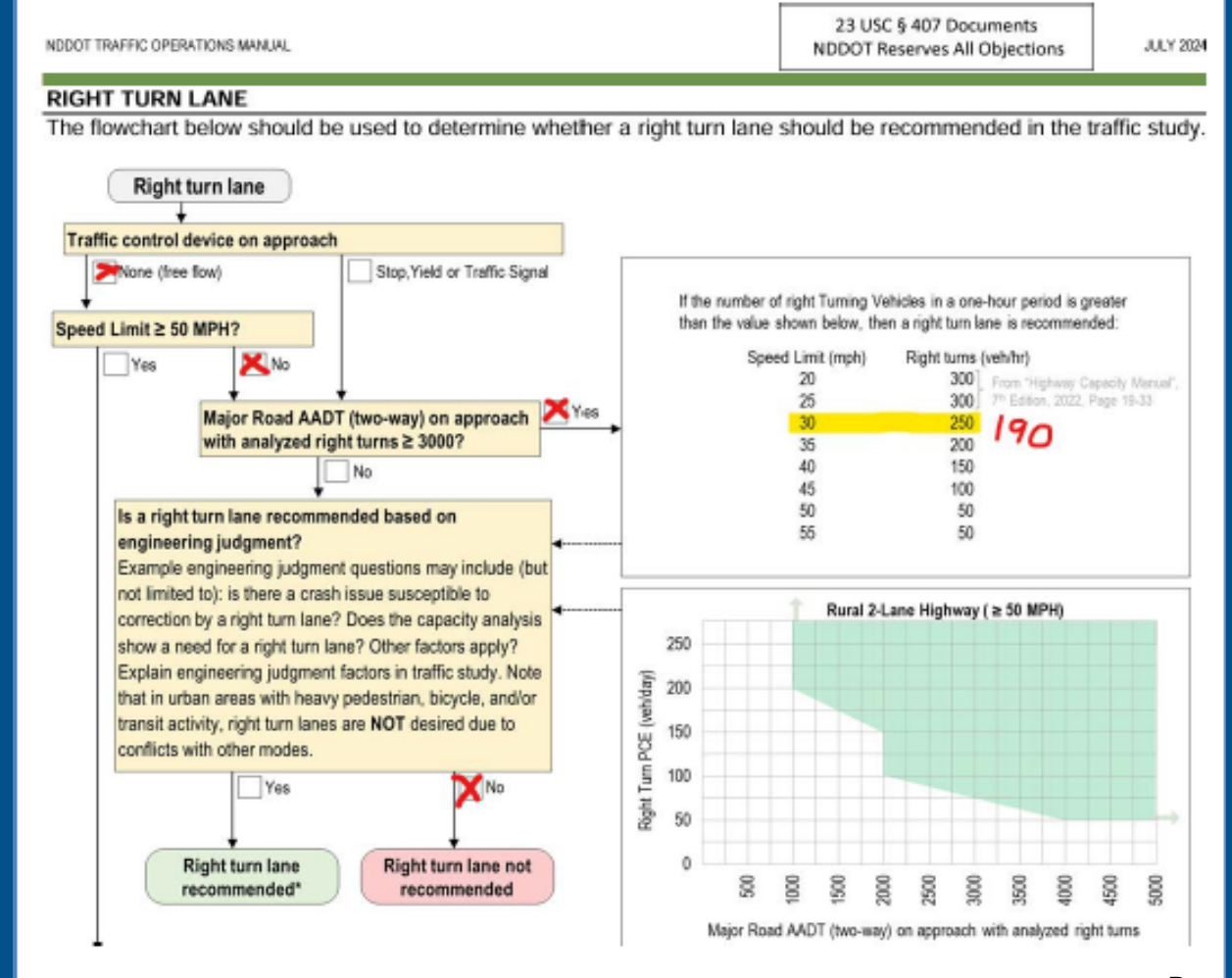
According to Figure 13 of the original traffic study, there is an estimated 60 (65) [morning peak (evening peak)] vehicles making a southbound right at 21st Avenue SW and 129 (125) vehicles anticipated to make a southbound right into Circle K from the dedicated access point. Combining both of these volumes cumulates to 189 (190) potential 13th Street SE southbound right-turn trips.

Below is a snip from the NDDOT Traffic Operations Manual. On a 30-mph roadway on a free flow approach, there needs to be more than 250 right-turning vehicles before a right-turn lane is recommended based upon volume.

The right-turn lane does not solve a capacity issue as the entire approach is free-flow (21st Avenue SW is stop controlled). There does not appear to be a crash issue susceptible to correction with the addition, in-fact the addition of a right-turn lane may make visibility more difficult as it adds an obstruction into the 21st Avenue SE eastbound sight triangle.

It should be noted that in urban areas, right-turn lanes are often discouraged due to safety conflicts with pedestrians and bicyclists.

Colliers argues that the addition of a private access facilitated by a right-turn lane would enhance travel and reduce conflict. The City does not see this vision and does not agree with this assessment.



Circle K (Holiday) Fuel Station Site

Future City Infrastructure Improvement Conflicts

- Double Left Turn Lanes at US 2/52
 - Staff has always envisioned double left turn lanes at 13th Street and US 2/52. Turn volumes are not yet met
 - Mast arms are designed to accommodate double lefts
- Circle K driveway would have significant impacts to this proposal and provide confusing lane shifts and geometry
- This will confuse drivers further in the functional area of the intersection

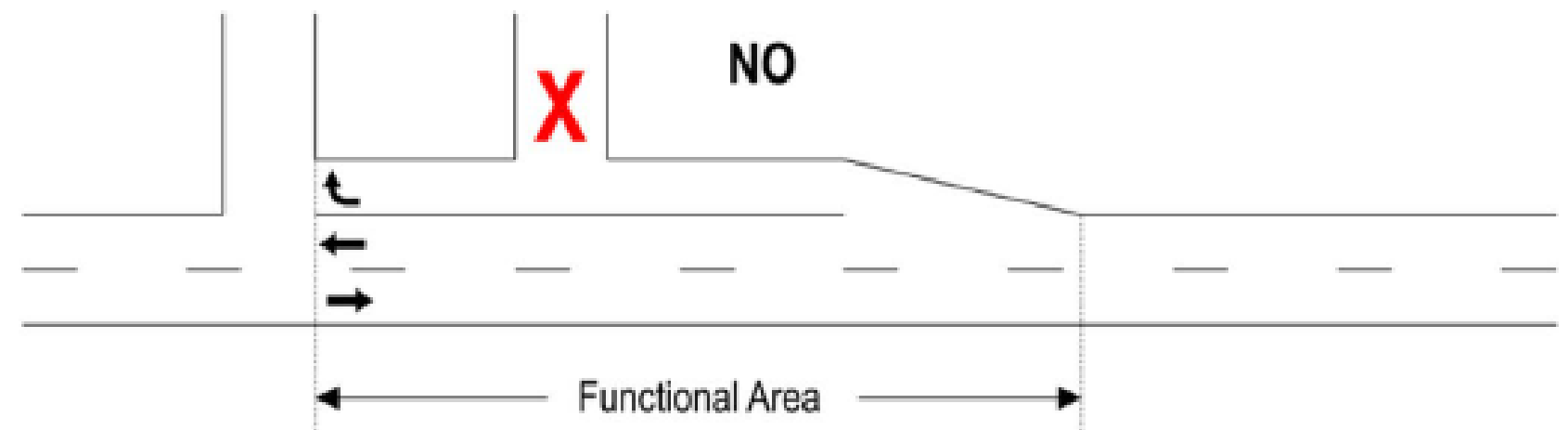


Circle K (Holiday) Fuel Station Site

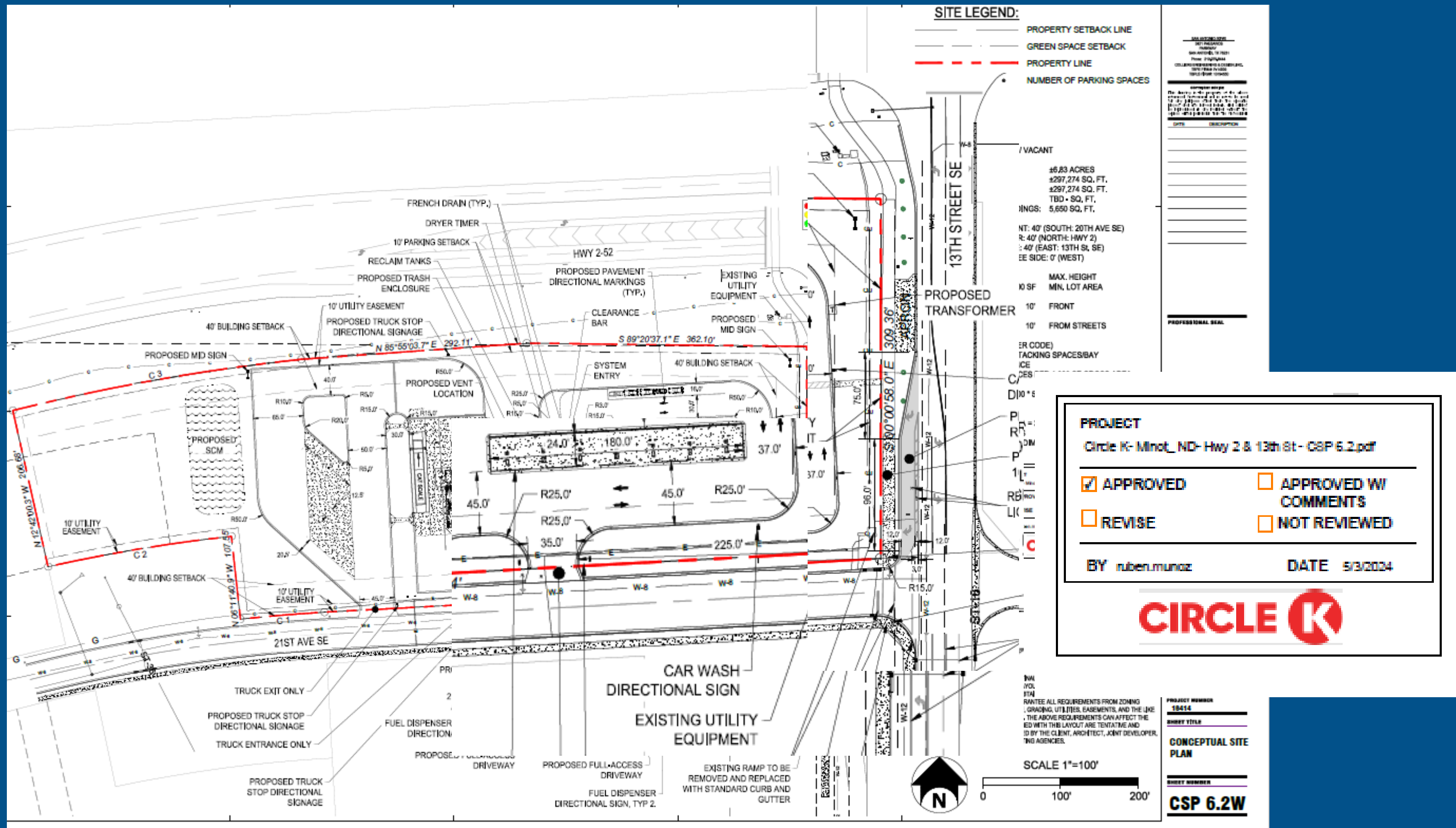
Future City Infrastructure Improvement Conflicts

- Right Turn Lane at 21st Avenue
 - The proposed Circle K turn lane removes the city's ability to install a turn lane where it should actually be installed, at the intersection of 21st Avenue
 - Access points are not allowed to be inside of turn lanes
 - City would have to remove the access point to install the turn lane

Following the NDDOT Traffic Operations Manual and the NDDOT Design Manual, the addition of a dedicated 13th Street SE access just north of 21st Avenue SE eliminates the future potential of implementing a southbound right-turn lane for 21st Avenue SE.



Circle K (Holiday) Fuel Station Site





THANK YOU





TO: Mayor Ross
Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: November 4, 2024

**SUBJECT: PUBLIC HEARING: RENAISSANCE ZONE CASE # M-108:
CONDITIONAL APPROVAL FOR 304 E. CENTRAL AVENUE**

I. RECOMMENDED ACTION

It is recommended City Council approve the request and authorize staff to submit the application to the State of North Dakota for Conditional Approval.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Lars Wikstrom and Justin Ronyak, DBA as CXL, LLC, are requesting conditional approval of a five-year property tax benefit for property improvements they are proposing to make at 304 E. Central Avenue.

B. Proposed Project

The project involves installing new windows, demolition and asbestos removal, installing fire sprinklers and fire alarm systems, HVAC and electrical repairs, insulating the 3rd story of the building, and installation of a fire water line.

C. Recommendation Detail

The Renaissance Zone Review Board and staff are recommending approval of this application because it exceeds the minimum requirements to qualify for a 5-year property tax benefit.

IV. IMPACT

A. Aspirations

Dynamic and Prosperous - The Renaissance Zone program offers assistance to property owners to bring dilapidated properties up to modern standards.

B. Service/Delivery Impact

The project will extend the lifespan of a historic building, preserve the historical integrity of the building, and reduce the spread of blight in the neighborhood. When this project is completed, this building will provide upper floor space for new businesses.

C. Fiscal Impact

Project Costs

The City Assessor lists the current assessed value at \$746,000. In order to qualify for the 5-year benefit, the applicant must invest at least \$373,000 (50% of the property's value) on qualifying improvements. The applicant is proposing to spend approximately \$997,974 on renovations.

Project Funding

100% privately funded.

VI. ALTERNATIVES

City Council can send this application back to the Renaissance Zone Review Board for more information or review.

Economic Development Division

Renaissance Zone Application

APPLICANT INFORMATION

Justin Ronyak & Lars Wikstrom	CXL LLC	S-Corp
Applicant(s)	Business	Type of Entity
Address	City	State
Phone	Email	Zip
Social Security Number	Federal Tax ID Number	

PROJECT LOCATION

CENEX FIFTH ADDITION LOT 1	16
Legal Description	Renaissance Zone Block
304 E. Central Ave	Minot
Address	City
Commercial	
Current Use of Property	

TYPE OF PROJECT

☒ Commercial ☐ Residential ☐ Utility Infrastructure Project (UIP)

TYPE OF INVESTMENT

☐ Purchase Only (To include new construction)	☐ Lease Only	☐ Commercial (Must be 50% of true and current value)	☐ Residential (Must be 20% of true and current value)
☐ Historical Preservation and Renovation	☒ Purchase with Major Improvements (Applies to only Commercial Projects)	☐ Commercial (Must be 150% of true and current value)	

REQUESTED TAX EXEMPTIONS

☐ Personal Income ☐ Investment Income ☒ Property Tax Exemption ☐ Historic Tax Credits

PROJECT DESCRIPTION: Please write a brief description of the project below

SQUARE FOOTAGE CALCULATIONS:

Lot	16,000	4000	4000	4000
4000	Building (Total)	Basement	1 st Floor	2 nd Floor
3 rd Floor	4 th Floor	5 th Floor	6 th Floor	7 th Floor
Date of Acquisition: May 20th 2024		Current True and Full Value: 746,000		

Renaissance Zone Project Checklist:

Office
Use

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | 1) For residential projects, provide evidence that the home purchased is the taxpayer's primary residence. |
| ☐ | ☐ | 2) If the property is currently a vacant lot, provide evidence that it was previously developed. |
| ☐ | ☐ | 3) Provide a "Letter of Clearance" from the State Historical Society if seeking historic tax credits. |
| ☐ | ☐ | 4) Provide an estimated start and completion date for the project (must follow approval by DCS). |
| ☐ | ☐ | 5) Include site plans, building plans and colored renderings of the elevation of the building. |
| ☐ | ☐ | 6) Provide a break out of capital improvements. |
| ☐ | ☐ | 7) Provide documentation that the project cost meets the City's minimum criteria. |
| ☐ | ☐ | 8) Provide the estimated state and local tax benefit to the taxpayer of five (5) or eight (8) years (see your accountant). |
| ☐ | ☐ | 9) Provide copies of receipts showing proof local real estate taxes have been paid (Ward County Treasurer 701-857-6426) |
| ☐ | ☐ | 10) Provide evidence that the applicant is current on state taxes – Certificate of Good Standing from the State Tax Commissioner (1-800-638-2901) – May take a few weeks. |
| ☐ | ☐ | 11) Provide Current True and Full Value (contact City Assessor 701-857-4160) |

Comments:



Office Address: 1025 31st St. SE
Mailing Address: PO Box 5006
Minot, ND 58702
Email: jonathan.rosenthal@minotnd.gov
Office Number: 701-857-4122

OFFICE ONLY

Zone Authority and City Documentation

Date of Approval or Conditional Approval

_____ (date)

Provide a copy of minutes or other supporting documentation that indicates the formal approval by the approving entity.

Identify from the Development Plan the specific criteria used to approve the project:

NOTE: The DCS reserves the right to reject a zone-approved project or to continue negotiating its approval. When a project is approved by the DCS, the local zone authority will be notified in writing.

If after a project is approved and the property changes hands or a replacement project is approved during the five year exemption period, the DCS does not need to approve the transfer or the replacement project. The zone authority, however, must notify the DCS of the change and provide the applicable information about the new homeowners, business, and/or investor tax would affect the exemption provided.

Once the project is completed, DCS must be informed by email, fax or letter of the exact date of completion, and project number before the final letter of approval can be issued.

On historical renovations/rehabilitations, documentation from the Historical Society approving the final restorations must be submitted to DCS before a final letter of approval can be issued.

Signature

Date

Work to Be Done:	Estimated Costs:
Sabata - Demo & Asbestos Removal	117,000
Rolac - General Contractor Windows,	299,300
Nova - Fire Sprinkler System plus Alarm System	83,674
Sabata - Build-out ?	250,000
Windows & Fire Escape	50,960
HVAC	80,000
Electrical	50,000
Insulation above 3rd floor	20,000
Post Construction 6" Water Line for Sprinklers	28,000

Total Estimated Cost \$ **977,974**
 Current True and Full Value \$ 746,000
 Estimated Value After Improvements \$

Estimated Start Date:

Estimated Completion Date: **Dec 31st 2024**

If this project is a UIP, is the applicant a Renaissance Zone Project? ☐ Yes ☒ No

- a) To be considered a Renaissance Zone Project, the project would need to take place in the Renaissance Zone and be a utility company.
- b) If this is a property owner affected by a UIP not participating in a Renaissance Zone Project, is the property owner in the Renaissance Zone? ☒ Yes ☐ No

Is this project a lease? ☒ Yes ☒ No

- a) What type of lease? ☐ New ☐ Expansion ☐ Continuation ☒ Leasehold Improvement

If this is an expansion, what is the additional square footage of the expansion?

- b) If it is a lease project, does it involve the relocation of a business from one location in the city to the Renaissance Zone or from one zone property to another zone property ☒ Yes ☐ No

Does this project involve historical preservation or renovation? ☒ Yes ☐ No

- a) For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.
- b) Information for historical properties may be obtained by contacting the Historical Society at: (701) 328-2666 or email history@nd.gov

Is the project being funded by a Renaissance Fund Organization? ☐ Yes ☒ No

If yes, describe the type and amount of financing and name of the Renaissance Fund Organization.

Provide the estimated state and local tax benefit to the taxpayer for 5 or 8 years (applies to all projects)

Total State Tax Benefit for ☐ five (5) or ☐ eight (8) years \$ _____

Total Property Tax Benefit for ☒ five (5) or ☐ eight (8) years \$ **68,000 (\$13,600/year)**

Total Non-Participation Owner Tax Credit \$ _____

Is the entity subject to the financial institution tax (N.D.C.C.57.35.3)? ☐ Yes ☒ No

If yes, total state tax benefit for five (5) or eight (8) years \$ _____

Compute the amount spent per square feet of structure \$ _____

DATE: September 30, 2024

TO: City of Minot Renaissance Zone Review Board

FROM: Ryan Kamrowski, City Assessor

REFERENCE: Renaissance Zone Prospective Project located at 304 E. Central Ave.

I have been asked to provide some property tax information on the current and estimated future assessment of a building at 304 E. Central Ave. The 2024 True and Full assessment is \$746,000. The building assessment portion is \$613,000 and the estimated taxes on the building amount for 2024 are \$13,500.

If the project were to receive approval under the renaissance zone exemption, the estimated True and Full Value on the building after completion of construction and through the 5 year exemption period would be approximately \$780,000. The estimated taxes on this amount for the building would be about \$14,000 per year. If the renaissance application were approved, approximately \$75,000 would not be collected over 5 years of tax exemption.

Please remember it is difficult to project values and tax rates into the future and if the completed building becomes different than proposed, estimates could change.

Please reach out to my office for any further questions.

On October 21, 2024, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Ross called the meeting to order at 5:30 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 led the City Council in the Pledge of Allegiance.

MAYOR'S REPORT

Mayor Ross attended a MACEDC Board meeting, a Task Force 21 meeting, a Military Affairs meeting, the Transit Center Ribbon Cutting, a meeting with AGT Foods, a greeting at the WDEA annual meeting, a meeting with area legislatures, took part in the 100th train celebration at the Port of ND, spoke to classes at Sunnyside, Hoeven, and Bishop Ryan, attended a DRT meeting, the Minot North Ribbon Cutting, a couple one on one meetings, a conference call with Department of Commerce, a Western Dakota Honor Flight organizational meeting, the Open House for Lord's Cupboard and the Welcome Table.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council. David Lakefield also presented a financial report on Reserve Fund and Balance Policies.

PLANNING COMMISSION

CONSIDER THE REPORT OF THE PLANNING COMMISSION

2024-08-01 LARSON ADDITION - PRELIMINARY PLAT

The motion to approve a major subdivision preliminary plat in alignment with the Planning Commission recommendations as provided in Attachment A was initiated by City Council Member Fuller, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

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

The motion to close public hearing and approve the Text Amendments 1,2, 4, 5, and 6 on first reading in alignment with the Planning Commission recommendations as provided in Attachment A 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 direct staff to remove item 3 (ornamental lighting) from the Land Development Ordinance and consider adding it to the code of ordinances as an analog to our noise ordinance 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.

2024-08-04 FUTURE LAND USE MAP AMENDMENTS

The motion to approve the Future Land Use Map Amendments in alignment with the Planning Commission recommendations as provided by Attachment A, B, and C 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, Scott Samuelson; nays: None.

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

The motion to approve a major subdivision preliminary plat in alignment with the Planning Commission recommendations as provided in Attachment A recommendation was initiated by City Council Member Samuelson, 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.

CONSENT ITEMS

The motion to approve consent items 6.1-6.3, 6.5-6.9, 6.11-6.12, and 6.14-6.19 with the staff recommended actions 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, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES – Approve the minutes of the October 2, 2024 Special City Council meeting and the October 7, 2024 Regular City Council meeting.

ORDINANCES - 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

ADMINISTRATIVE APPROVALS - 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).

BID SELECTION FOR DE-ICING SALT - Approve the selection and award of the Mad Dog Brokerage, Inc. salt bid and authorize the Mayor to sign all required documentation.

BID SELECTION FOR SAND (SNOW SEASON) - Approve the selection and award of the Sundre Sand & Gravel, Inc. sand bid and authorize the Mayor to sign all required documentation.

CITYWORKS AND GIS SUPPORT CONTRACT (4705) - Approve the contract amendment with Timmons Group and authorize the Mayor to sign the contract amendment.

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) - 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.

WILDLIFE HAZARD REMOVAL AND DRAINAGE IMPROVEMENT – ENBRIDGE CROSSING AGREEMENT SIGNATURE (AIP 3-38-0037-069-2024) - Approve the agreement; and 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.

APPROVE BUDGET AMENDMENT FOR EXPENDITURES RELATED TO THE 2024 BOND ISSUANCE - Approve the budget amendment on first reading for the cost of the 2024 bond issuance.

BUDGET AMENDMENT REQUEST -FIRE PREMIUM TAX - Approve the budget amendment for the overage of the fire premium tax returned from the State of North Dakota on first reading.

2024-09-04 MODINE ADDITION - MINOR PLAT - Approve the proposed minor subdivision plat as provided in Attachment A.

2024-09-01 CITY OF MINOT 16TH STREET ADDITION - FINAL PLAT - Approve the proposed final subdivision plat as provided in Attachment A.

WAYFINDING PHASE 1 – FINAL PAYMENT (4620) - Approve the final payment of \$3,743.38 to be paid to Dakota Fence Company for the completion of Wayfinding Phase I (4620).

AIRPORT BUDGET LINE ITEM REDISTRIBUTION - ELECTRIC VAULT EQUIPMENT (AIP 3-38-0037-072-2024) - Approve the budget amendment on first reading to redistribute the budget to the correct line item.

MINOT PUBLIC LIBRARY - FURNITURE, DIGITAL KITS, AND PROGRAMMING 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.

NDDDES 2024-25 HMEP TRAINING GRANT - 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 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.

MAYORAL APPOINTMENTS

City Council Member Blessum moved to 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)

The motion was seconded by City Council Member Pitner.

The motion to amend the original motion to remove Mark Lyman and add Beth Feldner as the MACEDC representative was initiated by Mayor Ross, 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 confirm the Mayoral Appointments for the Economic Development Plan Review Committee as amended 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.

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

The motion to approve the plans and specifications and authorize a call for bids was initiated by City Council Member Blessum, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

The motion to approve the September 2024 general accounts receivable write-offs 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.

ACTION ITEMS

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

The motion to 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 was initiated by City Council Member Fuller seconded by City Council Member Jantzer 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.

6TH STREET SW AND 11TH AVENUE SW TRAFFIC SIGNAL

The motion to adopt the Signal Removal with All-Way Stop Conversion alternative and pass the following ordinance revisions: 1) Remove Traffic Signal Control and 2) Add All-Way Stop Control 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.

MOTION TO RECONSIDER: LAND LEASE RENEWAL - LAVERNE MIKKELSON

Alderman Fuller requested this item be added to the agenda. Any motion to reconsider requires any city council member who voted with the majority on the question to bring forth the motion of reconsideration for the vote. There was no council member from the majority vote who motioned for reconsideration, which means the item failed due to lack of motion.

MI-4 (MAPLE DIVERSION) ALIGNMENT CONSIDERATION

The motion to adopt the alignment presented by the Souris River Joint Board (SRJB) and approve the acquisition of 11 additional properties 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.

PERSONAL APPEARANCES

Tom Warsocki spoke about the previous meetings discussion with Alderman Samuelson and MACEDC about their stance on Measure 4.

MISCELLANEOUS AND DISCUSSION ITEMS

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

Tom Joyce, Luke Tillema, and Corbin Dickerson presented to the City Council on the International Property Maintenance Codes and our current residential codes. City Council members directed staff to review the International Property Maintenance Codes and incorporate elements of the code into our current codes if it provides clarity.

Alderman Jantzer left the meeting at 6:48 pm.

LIAISON REPORTS

Alderman Pitner attended the Central Dakota MPO meeting and a Visit Minot meeting. The Alcohol Ordinance Review and Rewrite Committee meeting has been rescheduled to November, and he is attending the upcoming Renaissance Zone Review Board meeting. Alderman Fuller attended the Library Board meeting and the Ward County Planning Commission meetings. Alderman Samuelson attended the Ward County Planning Commission meetings.

Alderman Blessum attended the 911 Committee meeting, but was unable to attend the Minot Commission on Aging meeting. Alderwoman Olson attended the Central Dakota MPO meeting, the City Transit Ribbon Cutting, the Liaison Committee meeting, DCB Advisory Board meeting and a Souris Basin Planning Council Executive Board meeting. There is also an upcoming October MPO Board meeting and a Souris Basin Planning Council annual meeting. Alderwoman Olson is also chairing the upcoming Minot Childcare Committee meeting.

ADJOURNMENT

The motion to adjourn the meeting at 7:03 pm 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, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 6013

**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:

October 21, 2024

PASSED SECOND READING:

November 4, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6014

**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:

October 21, 2024

PASSED SECOND READING:

November 4, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6015

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

ORDINANCE NO: 6016

**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: October 21, 2024

PASSED SECOND READING: November 4, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6017

**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: October 21, 2024

PASSED SECOND READING: November 4, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO. 6018

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:

October 21, 2024

PASSED SECOND READING:

November 4, 2024

APPROVED:

Thomas Ross, Mayor

ATTEST:

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6019

AN ORDINANCE AMENDING THE LAND DEVELOPMENT ORDINANCE OF THE CITY OF MINOT.

WHEREAS, the City Council has the authority to adopt zoning ordinances under the general powers of municipalities under its home rule charter powers;

WHEREAS, the City Council recognizes the Land Development Ordinance of the City of Minot (LDO) is a living document and it is necessary to make amendments periodically to improve clarity, increase simplicity, and ensure the document reflects best practice and the needs of the community; and

WHEREAS, the LDO will be updated on an annual basis at a minimum to reflect necessary changes for the purposes described immediately above; and

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

§ 1 That Table 4.1-8 relating to Accessory Building Requirements regulations is **AMENDED** as follows:

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 <u>five</u> (2) <u>(5)</u> 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><tr><th><u>Lot Size (Acres)</u></th><th><u>Allowable Lot Coverage</u></th></tr><tr><td><u>0-0.1</u></td><td><u>50%</u></td></tr><tr><td><u>0.1-0.2</u></td><td><u>40%</u></td></tr><tr><td><u>0.2-0.3</u></td><td><u>30%</u></td></tr><tr><td><u>0.3-0.4</u></td><td><u>26%</u></td></tr><tr><td><u>0.4-0.5</u></td><td><u>24%</u></td></tr><tr><td><u>0.5-0.6</u></td><td><u>22%</u></td></tr></table>	<u>Lot Size (Acres)</u>	<u>Allowable Lot Coverage</u>	<u>0-0.1</u>	<u>50%</u>	<u>0.1-0.2</u>	<u>40%</u>	<u>0.2-0.3</u>	<u>30%</u>	<u>0.3-0.4</u>	<u>26%</u>	<u>0.4-0.5</u>	<u>24%</u>	<u>0.5-0.6</u>	<u>22%</u>
<u>Lot Size (Acres)</u>	<u>Allowable Lot Coverage</u>														
<u>0-0.1</u>	<u>50%</u>														
<u>0.1-0.2</u>	<u>40%</u>														
<u>0.2-0.3</u>	<u>30%</u>														
<u>0.3-0.4</u>	<u>26%</u>														
<u>0.4-0.5</u>	<u>24%</u>														
<u>0.5-0.6</u>	<u>22%</u>														

Table 4.1-8. Accessory Building Requirements

	<table> <tr><td><u>0.6-0.7</u></td><td><u>20%</u></td></tr> <tr><td><u>0.7-0.8</u></td><td><u>18%</u></td></tr> <tr><td><u>0.8-0.9</u></td><td><u>16%</u></td></tr> <tr><td><u>0.9-1.0</u></td><td><u>14%</u></td></tr> <tr><td><u>1.0-1.1</u></td><td><u>13%</u></td></tr> <tr><td><u>1.1-1.2</u></td><td><u>12%</u></td></tr> <tr><td><u>1.2-1.3</u></td><td><u>11%</u></td></tr> <tr><td><u>1.3+</u></td><td><u>10%</u></td></tr> </table> <u><i>R3C, and RM and RH Districts</i></u> <u>All Multifamily dwellings (5+ units) accessory structures fall under the specific districts lot coverage and not this table.</u> 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.	<u>0.6-0.7</u>	<u>20%</u>	<u>0.7-0.8</u>	<u>18%</u>	<u>0.8-0.9</u>	<u>16%</u>	<u>0.9-1.0</u>	<u>14%</u>	<u>1.0-1.1</u>	<u>13%</u>	<u>1.1-1.2</u>	<u>12%</u>	<u>1.2-1.3</u>	<u>11%</u>	<u>1.3+</u>	<u>10%</u>
<u>0.6-0.7</u>	<u>20%</u>																
<u>0.7-0.8</u>	<u>18%</u>																
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<u>1.0-1.1</u>	<u>13%</u>																
<u>1.1-1.2</u>	<u>12%</u>																
<u>1.2-1.3</u>	<u>11%</u>																
<u>1.3+</u>	<u>10%</u>																
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. 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 That Section 3.1-4 B. 6. relating to General Rules for Yard Setbacks, Allowed Projections regarding allowing egress windows to project into setbacks is **AMENDED** as follows:

SECTION 3.1-4. B. 6. GENERAL RULES FOR YARD 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 That Chapter 6.2. - Parking Table relating Industrial Uses parking minimums and maximums, Auto Oriented uses parking maximums is **AMENDED** as follows:

Commercial Uses			
Use Category	Example Use Types	Minimum Requirement	Maximum Requirement
Adult Entertainment Center	Adult Bookstore, Adult Cinema, or Adult Entertainment Facility	5 spaces per 1,000 SF	6 spaces per 1,000 SF
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 for 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	No Maximum

		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.	
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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
<u>Any Industrial use found in Table 2.2</u>		<u>No Minimum</u>	<u>No Maximum</u>

§ 4 That Section 6.1-2. F 1. b. relating to a minor text correction is **AMENDED** as follows:

SECTION 6.1-2. F. 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.

§ 5 That Section 12.2-2. A & B related to Application; Application Fee; Application Review Process and regarding a minor text correction to reflect the new online application system functions and process is **AMENDED** as follows:

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.

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

PASSED FIRST READING: October 21, 2024

PASSED SECOND READING: November 4, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: November 4, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Zion Lutheran Church to conduct bingo on October 26, 2024 at Zion Lutheran Church (1800 Hiawatha St).**
- 2. Ward County 4-H to conduct a calendar raffle in January 2025 at NDSU Extension - Ward County (900 13th St SE).**
- 3. Doug Dennison Cancer Benefit to conduct a raffle on November 9, 2024 at The Spot (6 2nd St NE).**
- 4. Minot FFA Alumni to conduct a calendar raffle in February 2025 at the Gary Lucy Residence (1917 Skyline Dr).**
- 5. NoDak Heat to conduct a raffle on December 17, 2024 at the Magic City Daycare Center (1420 20th Ave SW).**
- 6. Two Special Event Permits for The Starving Rooster (30 1st St NE).**

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.

Department: Airport	
Name	Gross Pay
Baier, Jamison T	\$ 977.35
Brock, Vanessa M	\$ 4,944.79
Brock, William	\$ 4,697.20
Choi, Alex M	\$ 5,935.96
Clark, Benjamin P	\$ 1,004.18
Davis, Brandon	\$ 5,236.17
Depriest, Isaac	\$ 4,141.45
Dickson, Earnest edward	\$ 1,164.97
Draper, David	\$ 4,915.92
Eckman, Jennifer Kristin	\$ 11,839.18
Kaminski, Thomas	\$ 3,611.36
Klein, Craig A	\$ 3,858.08
Long, Jessica	\$ 6,268.26
McCuaig, Tyler	\$ 2,982.38
Moody, Sharon	\$ 4,785.68
Norby, Judy	\$ 3,820.96
Ortiz-Pabon, Nelson	\$ 4,187.41
Porreca, Michael C	\$ 799.62
Rafala, Michael	\$ 5,685.68
Romanick, Maria C	\$ 6,585.64
Romero, Melvin Frederick	\$ 2,999.18
Schriock, Brittany R	\$ 4,053.61
Takashige, Alec N	\$ 5,018.83
Urban, Randy N	\$ 490.42
Totals for Department Airport	
Total	\$ 100,004.28

Department: Assessors	
Name	Gross Pay
Druse, Damon	\$ 8,360.05
Kamrowski, Ryan L	\$ 6,998.03
Lovelace, Daniel D	\$ 6,610.30
Maragos, Sheila M	\$ 6,944.20
Nelson, Chelsy	\$ 3,731.44
Schlecht, Dustin J	\$ 7,116.84
Totals for Department Assessors	
Total	\$ 39,760.86

Department: Cemetery	
Name	Gross Pay
Kamphuis, Allison Beth	\$ 4,796.46

Name	Gross Pay
Roteliuk, Rondel R	\$ 6,775.18
Seifert, James R	\$ 4,226.58
Zietz, Cole J	\$ 4,055.98
Totals for Department Cemetery	
Total	\$ 19,854.20

Department: City Attorney	
Name	Gross Pay
Dickerson, Corbin	\$ 8,429.22
Henjum, Nathaniel	\$ 4,436.43
Horst, Nancy	\$ 5,378.56
Schmitz, Nick	\$ 7,450.92
Stalheim, Stefanie	\$ 11,327.26
Totals for Department City Attorney	
Total	\$ 37,022.39

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

Department: City Manager	
Name	Gross Pay
Joyce, Thomas C	\$ 13,447.96
McWilliams, Mikayla	\$ 6,115.39
Schraeder, Ann M	\$ 5,462.78
Stewart, Harold Leroy	\$ 15,655.34
Totals for Department City Manager	
Total	\$ 40,681.47

Department: City Shop	
Name	Gross Pay
Anderson, Robbie	\$ 4,220.56
Bradford, Emil	\$ 1,866.11
Headrick, Jesse	\$ 3,751.09

Name	Gross Pay
Hermanson, Brook A	\$ 6,438.21
Hughbanks, Brian	\$ 3,899.50
Marsh, Timothy D	\$ 5,606.30
Ortmann, Donald G	\$ 6,036.10
Rivera, Frank R	\$ 5,119.94
Schaubroeck, April S	\$ 3,853.43
Schmidt, Charles Joseph	\$ 7,092.24
Smith, Zachary Thomas	\$ 3,007.71
Totals for Department City Shop	
Total	\$ 50,891.19

Department: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 6,206.36
Bjertness, Lacie J	\$ 6,103.68
Brown, Justice	\$ 5,585.04
Buchweitz, Savanah Raelyn	\$ 3,552.35
Christie, Sean A	\$ 8,385.39
Evans, Amy	\$ 3,861.63
Fahy, Wayne W	\$ 6,749.42
Haugan, Margaret H	\$ 7,450.92
Lausch, Jacqueline	\$ 5,828.35
Lonis, Ashleigh	\$ 5,269.55
Mindt, Haley Marie	\$ 3,750.64
Newman, Samantha	\$ 5,323.10
ONeill, Renae Dawn	
Okon, Destany Lynn	\$ 3,618.52
Plumadore, Maggie	\$ 3,867.80
Roehm, Brandi	\$ 5,094.95
Schoen, Molly	
Sorensen, Elizabeth A	\$ 7,399.64
Van Hill, Shanlya M	\$ 7,426.88
Yost, Braydon Gage	\$ 3,896.85
Totals for Department Dispatch	
Total	\$ 99,371.07

Department: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 6,717.38
Foley, Taylor	\$ 4,660.65
Hernandez, Gabriel	\$ 4,120.24
Hoffart, Jesse	\$ 6,750.18
Huettl, Emily	\$ 9,305.24
King, Matthew R	\$ 6,750.18

Name	Gross Pay
Meyer, Lance E	\$ 12,191.88
Ramos, Nicole	\$ 5,539.48
Romann, Alicia A	\$ 5,018.83
Steckler, Thomas E	\$ 7,450.92
Swartz-Dahl, Sami	\$ 4,776.85
Vorgitch, Julia	\$ 4,436.43
Totals for Department Engineering	
Total	\$ 77,718.26

Department: Finance	
Name	Gross Pay
Burns, Callie S	\$ 6,115.39
Grabow, Randi L	\$ 5,019.15
Kuivenhoven, Janet K	
Lakefield, David	\$ 12,558.64
Molina, Crystal R	\$ 4,569.20
Nerem, Laurisa	\$ 4,328.01
Olson, Jaelee	\$ 4,508.76
Schmidt, Susan	\$ 5,019.15
Shatara, Jenna	\$ 1,240.56
Shefstad, Brittany J	\$ 5,678.64
Shelkey, Melody L	\$ 7,294.21
Stein, Jeanne	\$ 6,750.18
Van Grinsven, Kristin	\$ 6,268.26
Variste, Jeanny	\$ 4,616.71
Zeece, Holly	\$ 5,405.08
Zelinski, Jenna M	\$ 8,048.91
Totals for Department Finance	
Total	\$ 87,420.85

Department: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 8,430.14
Berg, Lorie A	\$ 5,751.25
Brown, Robby	\$ 6,292.46
Hammer, Stuart	\$ 6,292.46
Kronsnabel-Dostert, Kelli	\$ 12,533.64
Seifert, Travis J	\$ 6,848.25
Summers, Dana W	\$ 5,990.83
Weber, Brent A	\$ 8,430.14
Totals for Department Fire - Administration	
Total	\$ 60,569.17

Department: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 8,792.45
Allen, Scott	\$ 5,668.89
Anderson, Joseph	\$ 5,009.43
Angelo, Jason	\$ 4,962.71
Baker, Griffin Joseph	\$ 3,851.38
Beck, Kyle W	\$ 8,145.44
Berntson, Austin	\$ 5,110.08
Blackwood, Robert	\$ 5,618.70
Boechler, Matthew A	\$ 4,308.23
Burgess, Justin T	\$ 8,579.18
Burns, Austin T	\$ 9,314.73
Christen, Tyler P	\$ 4,755.70
Coleman, Alexander	\$ 5,632.04
Croxall, Jeremy M	\$ 6,019.94
Degele, Travis W	\$ 7,602.34
Dockter, James	\$ 5,291.03
Eull, Mitchell	\$ 5,122.17
Fernandez, Jacob S	\$ 2,877.55
Filkins, Jacob E	\$ 6,574.76
Fylling, Jacob	\$ 4,962.71
Garberg, Tully D	\$ 5,691.43
Ghent, Tyler	\$ 4,743.41
Gilliss, Shane	\$ 9,861.32
Givens, Andrew	\$ 3,541.16
Hanselman, Andrew J	\$ 7,416.39
Hanson, Myles	\$ 5,335.54
Hardy, Glen A	\$ 9,000.60
Haskins, Patrick	\$ 4,528.42
Hayden, Jameson	\$ 5,150.34
Kristiansen, Hans	\$ 7,583.22
Laks, Damon	\$ 4,858.42
Laskowski, Paul J	\$ 8,261.64
Lentz, Jacob W	\$ 11,364.04
Mathieson, Mark	\$ 5,250.38
Maxwell, Mason W	\$ 9,264.00
Meadows, Casey D	\$ 8,191.55
Meadows, Jaydee	\$ 5,717.38
Meyer, Trent	\$ 4,545.78
Nerem, Jesse	\$ 5,190.51
Newman, Phillip	\$ 4,787.43
Olson, Joshua	\$ 5,326.27
Orr, Jeremiah	\$ 6,432.20
Peterson, Aaron P	\$ 7,712.22

Name	Gross Pay
Raymond, Daniel	\$ 7,749.11
Rice, Alec D	\$ 4,069.44
Rohrbach, Robert A	\$ 8,170.49
Ross, Michael T	\$ 5,114.87
Rostberg, Casey	\$ 5,515.67
Safranski, Dustin M	\$ 6,006.24
Schill, Kyle	\$ 6,077.80
Schriock, Kerry W	\$ 8,048.63
Shoemaker, Charles	\$ 5,250.38
Sickles, Chad	\$ 6,276.10
Staples, Kayden	\$ 3,903.46
Tancabel, Andrew	\$ 9,207.67
Taylor, Matthew	\$ 3,903.46
Tougas, Brady W	\$ 5,139.27
Urban, Augustus	\$ 5,787.34
Walhood, Bradley	\$ 6,090.98
Walter, Devin M	\$ 7,657.28
West, Jason	\$ 6,608.80
Wolf, Hunter	\$ 5,670.71
Zabka, Aaron	\$ 5,873.91
Totals for Department Fire Control	
Total	\$ 390,074.72

Department: Human Resources	
Name	Gross Pay
Jundt, Lisa R	\$ 10,319.72
Porterfield, Monica L	\$ 6,140.39
Scott, Courtney K	\$ 4,921.73
Thurston, Brittany	\$ 6,293.26
Totals for Department Human Resources	
Total	\$ 27,675.10

Department: IT	
Name	Gross Pay
Albertson, Alec	\$ 6,165.82
Herslip, Jacob	\$ 4,120.19
Knudsvig, Miles	\$ 5,234.39
McKibben, Jason S	\$ 8,906.91
Podolski, Tyler	\$ 4,120.18
Ulrickson, Paul M	\$ 8,690.85
Totals for Department IT	
Total	\$ 37,238.34

Department: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 5,820.60
Degroot, Gage	\$ 7,414.49
Dodge, Cindy J	\$ 717.40
Falkinburg, Delores D	\$ 4,896.19
Hancock, Thomas	\$ 1,567.50
Kilichowski, Owen J	\$ 6,059.01
Kimball, Michelle L	\$ 5,273.74
Murphy, Michael J	\$ 6,919.20
Sickler, Laurie A	\$ 4,896.19
Tillema, Luke	\$ 9,078.34
Totals for Department Inspections	
Total	\$ 52,642.66

Department: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 4,321.98
Anderson, Melissa Ann	\$ 3,557.87
Boucher, Robbie R	\$ 4,876.61
Bullard-Wolf, Christina	\$ 5,063.13
Bullard-Wolf, Travis D	\$ 4,588.24
Curelo, Steven	\$ 4,752.99
Foster, Krystle A	\$ 3,143.86
Helgeson, David	\$ 7,481.76
Mullikin, Christopher Ryan	\$ 3,298.69
Reimche, Tyler J	\$ 6,248.66
Shefstad, Allen	\$ 6,694.33
Zuck, Darren S	\$ 5,021.16
Totals for Department Landfill	
Total	\$ 59,049.28

Department: Library	
Name	Gross Pay
Aberle, Craig S	\$ 3,600.79
Bickell, Destiny Jayd	\$ 3,017.25
Brown, Leah M	\$ 1,313.50
Carswell, Pamela E	\$ 5,317.78
Fagerland, Benjamin	\$ 1,144.33
Hall, Bradley William	\$ 491.41
Humble, Katie	\$ 404.43
Huseth, Valerie	\$ 3,462.63
Julson, Marcia G	\$ 4,328.35

Name	Gross Pay
Lien, Kathryn	\$ 3,341.43
Miller, Emily	\$ 15.26
Monley, Randi D	\$ 4,542.26
Moya, Zhaina	\$ 7,329.41
Ostlund, Emily	\$ 4,541.82
Payne, Kristina	\$ 580.39
Pecoraro, Betty	\$ 1,795.04
Pikka, Joshua	\$ 5,813.71
Possen, Lacey A	\$ 3,897.46
Prevett, Destiney Raine	\$ 1,252.14
Sartain, Zephyrique	\$ 60.60
Schneibel, Veronica	\$ 4,110.58
Timothy, Scott D	\$ 5,486.62
Wernecke, Elizabeth MayLynn	\$ 1,348.14
Wheeler, Mary P	\$ 5,413.24
Williams, David J	\$ 916.26
Wolf, Julie M	\$ 3,269.63
Ziegler, Kassandra M	\$ 3,374.06
Totals for Department Library	
Total	\$ 80,168.52

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

Department: Municipal Court	
Name	Gross Pay
Beall, Ashley	\$ 4,618.16
Nishek, Laurie	\$ 5,144.61
Santaniello, Gina	
Tallman, Nicole	\$ 4,221.88
Terry, Faron	\$ 600.00
Totals for Department Municipal Court	
Total	\$ 14,584.65

Department: NAWS Biota Plan	
Name	Gross Pay
Kittelson, Collin	\$ 2,837.12
O'Keefe, Kevin	\$ 4,896.19
Parsons, John	\$ 1,667.60
Plesuk, Sara Dawn	\$ 1,865.32

Name	Gross Pay
Racine, Riley	\$ 1,654.76
Sims, Aaron	\$ 3,234.30
Solberg, Dana	\$ 1,599.89
Walker, James Alonso	\$ 4,136.07
Totals for Department NAWS Biota Plan	
Total	\$ 21,891.25

Department: National Disaster Recover	
Name	Gross Pay
Barrette, Anthony	\$ 5,016.19
Plank, Christopher J	\$ 5,820.60
Totals for Department National Disaster Recover	
Total	\$ 10,836.79

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

Department: Planning	
Name	Gross Pay
Billingsley, Brian	\$ 11,053.04
Diedrichsen, Douglas Craig	\$ 8,640.99
Falconer, Daniel	\$ 4,896.19
Gartner, Kylee Jo	\$ 3,267.00
Hornberger, Hannah L.	\$ 2,237.56
Zietz, Marjorie	\$ 2,711.36
Totals for Department Planning	
Total	\$ 32,806.14

Department: Police - Administration	
Name	Gross Pay
Bachmeier, Kendra	\$ 3,074.58
Chapman, David J	\$ 8,430.14
Church, Jenna J	\$ 3,218.44
Foley, Jared S	\$ 9,878.62

Name	Gross Pay
Gessner, Cheryl K	\$ 5,947.86
Guthrie, Trisha K	\$ 4,320.27
Haug, Shane M	\$ 8,640.85
Klug, John M	\$ 11,053.04
Kolnes, Kimberly	\$ 3,224.93
Olson, Ashley	\$ 4,355.04
Roberts, Christine L	\$ 4,896.19
Sandusky, Caisee M	\$ 11,232.61
Schmidt, Denise	\$ 2,915.16
Sumlin, Robbie M	\$ 7,320.27
Sundbakken, Jason J	\$ 9,776.34

Totals for Department Police - Administration

Total \$ 98,284.34

Department: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 8,420.54
Bonney, Erin L	
DeNovio, William	\$ 6,418.32
Dyke, Darren M	\$ 8,640.85
Eisenzimmer, Cameon	
Guerton, Kristin	\$ 6,791.63
Hanks, Elijah	\$ 6,449.15
Heringer, Rebecca	\$ 4,893.07
Johnson, Charles S	\$ 9,482.11
Johnson, Greg W	\$ 7,617.59
Plessas, Dale J	\$ 10,855.94
Reis, Shawn	\$ 6,346.11
Roach, Andrew	\$ 6,792.71
Wheeling, Jill	\$ 3,975.13

Totals for Department Police - Investigations

Total \$ 86,683.15

Department: Police - Patrol	
Name	Gross Pay
Andrade, Memorie	\$ 8,208.38
Bach, Kolbe M	\$ 7,482.54
Bambenek, Jason L	\$ 7,831.68
Bartlett, Alec	\$ 5,607.38
Batteiger, Daniel W	\$ 12,572.66
Becker, Krysta	
Berentson, Taylor	\$ 4,606.99
Black, Winston	\$ 1,650.00
Boswell, Jordan	\$ 5,235.05

Name	Gross Pay
Burghardt, Thomas	\$ 5,290.44
Burtch, Tyler R	\$ 5,487.46
Carter, Ronald	\$ 6,842.32
Casarez, Andres	\$ 10,371.69
Connole, Michael W	\$ 7,285.04
Gladback, Belinda	\$ 8,702.03
Gomez, Jose Steven	\$ 4,167.36
Gonzales, Daniel	\$ 4,629.62
Hall, Cullen	\$ 5,172.22
Harrington, Alexander D	\$ 6,054.02
Hathaway, Eric	\$ 5,605.61
Hess, Andrew M	\$ 5,471.91
Hugg, Anthony	\$ 6,257.70
Hunter, Mark	\$ 8,120.24
Jensen, Taylor A	\$ 8,872.67
Kiss, Sarah	\$ 5,933.72
Knutson, Zachary W	\$ 5,509.26
Labodda, Seth	\$ 6,001.66
Lakoduk, Ross Allen Macklin	\$ 7,221.36
Lovro, Mary Sanford	\$ 3,885.49
Luck, Jayden James	\$ 8,322.67
McLeod, Matthew T	\$ 8,430.14
Mehlhoff, Andrew K	\$ 7,247.93
Miller, Gannon E	\$ 6,306.24
Myers, Zackery Colin	\$ 1,639.84
Nielsen, Michael Anthony	\$ 4,343.20
Noyes, Joshua D	\$ 7,982.44
Olson, Jacob	\$ 9,158.67
Petersen, Carrie A	\$ 7,161.26
Pfeiffer, Peggy	\$ 4,947.32
Pollman, Dana	\$ 8,400.06
Presley, Jessica L	\$ 5,956.62
Roberts, Bobby R	\$ 4,924.00
Ruelle, Tyler J	\$ 8,047.48
Rynestad, Jersey	\$ 8,120.24
Schoenrock, Stephen J	\$ 7,853.47
Shaide, Kristian	\$ 7,416.83
Shaw, Jarred	\$ 5,945.88
Somerville, Amanda M	\$ 5,435.22
Squyres, Heidi	\$ 2,898.10
Stebbleton, Tatum	\$ 5,278.27
Strandemo, Cole A	\$ 8,478.01
Suarez, Jonathan	\$ 4,947.65
Sullivan, Christian	\$ 5,908.50
Sundheim, Justin C	\$ 9,776.34

Name	Gross Pay
Washington, Anthony L	\$ 7,210.82
Watne, Mitchell R	\$ 6,068.30
Wegner, Shawn P	\$ 8,798.18
Wheeler, Daniel B	\$ 8,503.46
Wilkes, Jordan R	\$ 4,944.55
Williams, Brian	\$ 7,812.69
Totals for Department Police - Patrol	
Total	\$ 388,340.88

Department: Property Maintenance	
Name	Gross Pay
Coughlin, Brent	\$ 3,684.36
Eichstadt, Jacob	\$ 4,584.61
Espe, Scott A	\$ 3,554.44
Heizelman, Grant L	\$ 6,201.89
Knatterud, Dena M	\$ 3,731.44
Lee, Rebecca	\$ 2,980.60
Reinemann, Christopher Jones	\$ 3,063.59
Sickler, Kevin	\$ 8,798.18
Smith, Samuel Allen	\$ 3,551.63
West, Samantha M	\$ 3,375.79
Totals for Department Property Maintenance	
Total	\$ 43,526.53

Department: Public Information	
Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 6,918.80
Kvigne, T	\$ 5,044.23
Obenchain, Bryan	\$ 5,043.83
Totals for Department Public Information	
Total	\$ 17,006.86

Department: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 10,071.76
Jensen, Debra	\$ 3,641.12
Totals for Department Public Works - Administra	
Total	\$ 13,712.88

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 5,164.43

Name	Gross Pay
Hamel, Scott	\$ 5,693.30
Hammer, Reid	\$ 4,704.41
Ingold, Douglas A	\$ 4,678.56
Kraft, Joshua B	\$ 8,251.56
Lakoduk, Daltyn J	\$ 5,216.69
Marten, Harold L	\$ 4,465.58
Oange, Zephaniah N	\$ 4,827.49
Reynolds, Nicholas R	\$ 6,738.70
Shurtleff, Michael J	\$ 4,641.17
Simonson, Christopher A	\$ 4,958.71
Totals for Department Sanitation	
Total	\$ 59,340.60

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 3,552.35
Brevik, Dax	\$ 4,776.86
Cimino, Robert Paul	\$ 4,371.04
Dutenhafer, Wayne A	\$ 3,072.07
Keller, Eric J	\$ 6,585.30
Kuglin, Troy D	\$ 5,144.63
LaValley, Christopher	\$ 3,413.12
Marmon, Shannon L	\$ 6,398.08
Olstad, Karlain L	\$ 3,561.16
Sloboden, Timothy J	\$ 5,731.90
Vannatta, Michael G	\$ 1,154.34
Totals for Department Sewer Pumping	
Total	\$ 47,760.85

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	\$ 3,063.57
Espe, Mark W	\$ 6,117.73
Heizelman, Dean A	\$ 3,920.18
Herslip, Christopher C	\$ 3,920.19
Hogencamp, Matthew	\$ 3,633.93
Iglesias, Adrian	\$ 4,776.85
Johnson, Colby	\$ 3,063.57
Kueffler, Alexander	\$ 3,641.53
Rockwell, Nicholas paul	\$ 3,218.44
VanSickle, Edward	\$ 3,063.57
Totals for Department Storm-Sewer	
Total	\$ 38,419.56

Department: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 3,063.57
Braaten, Kevin A	\$ 8,640.85
Choquette, Marc F	\$ 5,281.74
Ciccarelli, Robert S	\$ 4,148.23
Edwards, Nicholas S	\$ 4,131.23
Fredericksen, Brandon L	\$ 5,540.50
Funke, Danny J	\$ 3,438.08
Grant, Zachary L	\$ 6,866.15
Gruse, Richard	\$ 3,267.32
Harvey, Dale A	\$ 5,588.67
Herzog, Rodney	\$ 3,596.61
Huntzinger, Brian D	\$ 5,024.43
Lower, Robert	\$ 3,927.23
MacKay, Brooke	\$ 4,179.50
Monk, Harry	\$ 3,407.46
Monley, Lucas	\$ 4,776.86
Neuhalfen, Scott J	\$ 531.22
Opperude, Darin B	\$ 3,552.35
Oswalt, Matthew	\$ 4,457.35
Rutherford, Robert Hart	\$ 3,226.93
Sanchez, David L	\$ 3,613.45
Scofield, Garrett D	\$ 6,358.75
Skinner, Lehmann	\$ 4,742.76
Sloboden, Jacob	\$ 3,553.34
Torres, Diego Enrique	\$ 3,229.42
Vind, Roger T	\$ 5,296.77
Votava, Jon Jared	\$ 3,556.64
Wood, Justin G	\$ 5,312.05
Totals for Department Street Department	
Total	\$ 122,309.46

Department: Traffic	
Name	Gross Pay
Behrens, Jeffrey W	\$ 5,848.56
Bieger, Michael	\$ 3,590.61
Degenstein, Joseph	\$ 4,460.50
Derr, Nathan P	\$ 4,552.12
Joersz, Stephen	\$ 9,078.34
Rodman, David F	\$ 7,003.59
Steen, Jeffery	\$ 1,786.84
Totals for Department Traffic	
Total	\$ 36,320.56

Department: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	\$ 3,269.77
Billings, Douglas E	\$ 4,086.65
Cooper, Dean	\$ 2,108.03
Cutaiar, Joseph	\$ 7,016.90
Hochsprung, Kory	\$ 4,686.05
Horinka, Brian L	\$ 8,798.18
Newbury, Tina M	\$ 4,223.97
Olson, Sheri	\$ 3,921.19
Robinson, Nicole	\$ 3,632.55
Schalesky, Marty	\$ 3,733.46
Shekleton, Michael	\$ 4,646.34
Sigurdson, Debbie	
Stacy, Brent Allen	\$ 3,573.63
Totals for Department Transit/Bus	
Total	\$ 53,696.72

Department: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 4,221.87
Dutenhafer, Miranda S	\$ 5,144.63
Grilley, Jamie N	\$ 3,465.28
Totals for Department Utility Billing	
Total	\$ 12,831.78

Department: Water Distribution	
Name	Gross Pay
Bergrude, Carson	\$ 3,944.77
Bourdage, Brenden Joseph	\$ 3,560.39
Brandt, Kelly G	\$ 6,682.59
Burckhard, Terry	\$ 3,652.25
Burnley, Cory	\$ 3,380.32
Christianson, Kurt A	\$ 5,375.69
Feller, Taylor Rae	\$ 3,218.44
Finken, Chad G	\$ 6,375.13
Gable, Joseph shane	\$ 187.13
Hudson, Kasey L	\$ 5,703.02
Kelly, Kevin J	\$ 5,780.80
Knoop, Scot M	\$ 5,144.00
Lockyer, Cody M	\$ 4,568.35
Racine, Riley	\$ 1,596.00
Randash, Brian K	\$ 6,388.78

Name	Gross Pay
Reisenauer, Rick	\$ 4,482.63
Reynolds, John E	\$ 7,637.25
Rieke, Dustin B	\$ 6,450.57
Robinson, Derek	\$ 5,117.37
Westergaard, Steve B	\$ 7,273.82
Wiggins, Kaitlynn	\$ 3,551.69
Totals for Department Water Distribution	
Total	\$ 100,070.99

Department: Water Treatment Plant	
Name	Gross Pay
Andrysiak, Richard J	\$ 4,776.85
Dinsmoore, Marissa R	\$ 3,753.09
Fjeld, Debra A	\$ 1,076.80
Haider, Mark A	\$ 5,294.14
Hall, Steven M	\$ 1,280.48
Herd, Peter J	\$ 3,557.96
Kittelson, Collin	\$ 2,249.63
Kopp, Timothy J	\$ 5,047.45
Lopez, Ryan	\$ 4,121.39
Paddock, Mark A	\$ 8,455.82
Parton, Janet L	\$ 5,317.87
Pederson, Robert A	\$ 5,294.00
Plesuk, Sara Dawn	\$ 1,638.80
Reimche, Keith R	\$ 5,449.66
Renaud, Zachery John	\$ 1,854.33
Rensland, Brandon T	\$ 5,386.86
Seifert, Justin R	\$ 6,615.30
Solberg, Stuart	\$ 573.33
Totals for Department Water Treatment Plant	
Total	\$ 71,743.76

Grand Totals

Total \$ 2,590,776.31

Posting date	Transaction date	Supplier	Amount
9/30/2024	9/26/2024	Kum&go 0816r Minot	12
9/30/2024	9/26/2024	Marriott Dt City Creek	691.44
9/30/2024	9/26/2024	Menards Minot Nd	3,448.92
9/30/2024	9/26/2024	Menards Minot Nd	61.9
9/30/2024	9/26/2024	North Prairie Rural Wate	113.78
9/30/2024	9/26/2024	The Home Depot #3703	184.54
9/30/2024	9/26/2024	Napa Parts 0027632	239.8
9/30/2024	9/26/2024	Menards Minot Nd	14.03
9/30/2024	9/26/2024	Cenex-Enerbase	38.62
9/30/2024	9/26/2024	Menards Minot Nd	52.91
9/30/2024	9/26/2024	American Association O	275
9/30/2024	9/27/2024	Batteries Plus #0639	87.74
9/30/2024	9/27/2024	Arrowhead Ace	31.96
9/30/2024	9/27/2024	470 Auto Value - Minot	-263.99
9/30/2024	9/27/2024	Prairie Supply Inc	280
9/30/2024	9/27/2024	Sq *the Bark Porch Inc	80
9/30/2024	9/27/2024	Canad Inns Gf Lodging	297
9/30/2024	9/27/2024	Shell Oil10084458016	22.56
9/30/2024	9/27/2024	Napa Parts 0027632	140.62
9/30/2024	9/27/2024	Rhi Supply Minot	44.85
9/30/2024	9/27/2024	Oreilly 5967	7.49
9/30/2024	9/27/2024	Napa Parts 0027632	-8.49
9/30/2024	9/27/2024	Napa Parts 0027632	8.49
9/30/2024	9/27/2024	Jjs Technical Services	82.44
9/30/2024	9/27/2024	Amazon Mktp	9.98
9/30/2024	9/27/2024	Amazon Mktp	379.98
9/30/2024	9/27/2024	Paymentus Corporation	1.25
9/30/2024	9/27/2024	Nd Dept Of Envir Qual	50
9/30/2024	9/27/2024	At&t Payment	407.68
9/30/2024	9/27/2024	Menards Minot Nd	711.18
9/30/2024	9/27/2024	Gravel Products Inc.	263.34
9/30/2024	9/28/2024	Menards Minot Nd	17.97
9/30/2024	9/28/2024	Menards Minot Nd	15.82
9/30/2024	9/28/2024	Und-Extended Learning-	275
9/30/2024	9/28/2024	Menards Minot Nd	99.99
9/30/2024	9/28/2024	Tractor-Supply-Co #0130	20.69
9/30/2024	9/29/2024	Amazon Mktp	39.98
10/1/2024	9/29/2024	Party City 1146	24.73
10/1/2024	9/30/2024	Tractor-Supply-Co #0130	31.96
10/1/2024	9/30/2024	Northwest Tire #4 Minot T	32.5
10/1/2024	9/30/2024	Government Finance Offic	299
10/1/2024	9/30/2024	Lowes Printing	917.35
10/1/2024	9/30/2024	Spi*directv Service	164.98
10/1/2024	9/30/2024	Amzn Mktp Us	17.98
10/1/2024	9/30/2024	Amzn Mktp Us	17.64
10/1/2024	9/30/2024	Amzn Mktp Us	12.21
10/1/2024	9/30/2024	Amazon Mktp	268.95
10/1/2024	9/30/2024	Walmart.Com	109.93
10/1/2024	9/30/2024	Acme Tools Minot	249

10/1/2024	9/30/2024 Fc* Nd Solid Waste	1,165.20
10/1/2024	9/30/2024 Butler Machinery Cat	341.13
10/1/2024	9/30/2024	7.83
10/1/2024	9/30/2024 Core & Main - Nd002	4,850.00
10/1/2024	9/30/2024 Core & Main - Nd002	4,950.00
10/1/2024	9/30/2024 In *dakota Fire Extinguis	69.9
10/1/2024	9/30/2024 Factory Motor Parts (93)	120.16
10/1/2024	9/30/2024 Bc Bb Bvba	783.16
10/1/2024	10/1/2024 Usabluebook	94.3
10/1/2024	10/1/2024 Amazon Mktp	811.21
10/1/2024	10/1/2024 Dmi* Dell K-12/Govt	830.02
10/2/2024	9/30/2024 Autopay/Dish Ntwk	202.1
10/2/2024	9/30/2024 Amazon Reta* K82p36683	-40
10/2/2024	9/30/2024 North Prairie Rural Wate	58.48
10/2/2024	9/30/2024 Menards Minot Nd	46.51
10/2/2024	10/1/2024 Lowes Printing	368
10/2/2024	10/1/2024 Tacticalgear.Com	265.75
10/2/2024	10/1/2024 Amzn Mktp Us	39.9
10/2/2024	10/1/2024 Column Public Notice	54.6
10/2/2024	10/1/2024 Macs Minot, Nd	39.36
10/2/2024	10/1/2024 Computech	258.5
10/2/2024	10/1/2024 Ecolab Inc	257.5
10/2/2024	10/1/2024 Ecolab Inc	184.6
10/2/2024	10/1/2024 Ecolab Inc	182.29
10/2/2024	10/1/2024 Amazon Mktp	35.99
10/2/2024	10/1/2024 Amazon Mktp	16.19
10/2/2024	10/1/2024 Amazon.Com*2r6f34j93	19.98
10/2/2024	10/1/2024 Amazon Mktp	17.41
10/2/2024	10/1/2024 Amzn Mktp Us	71.18
10/2/2024	10/1/2024 Government Finance Offic	35
10/2/2024	10/1/2024 Best Buy 00010637	533.92
10/2/2024	10/1/2024 Nd Dept Of Envir Qual	50
10/2/2024	10/1/2024 Paymentus Corporation	1.25
10/2/2024	10/1/2024 University Of Mary Cp	300
10/2/2024	10/2/2024 Amazon Mktp	15.18
10/2/2024	10/2/2024 Dmi* Dell K-12/Govt	1,889.91
10/3/2024	10/1/2024 Napa Parts 0027632	165.66
10/3/2024	10/1/2024 Officemax/Depot 6513	35.96
10/3/2024	10/1/2024 Menards Minot Nd	39.98
10/3/2024	10/1/2024 Menards Minot Nd	54.16
10/3/2024	10/1/2024 Carquest Auto	43.18
10/3/2024	10/1/2024 Menards Minot Nd	16.96
10/3/2024	10/1/2024 Menards Minot Nd	22.38
10/3/2024	10/1/2024 Officemax/Depot 6513	49.16
10/3/2024	10/1/2024 Boot Barn #119	139.99
10/3/2024	10/1/2024 Ck Holiday # 06431	210
10/3/2024	10/2/2024 Schocks Safe And Lock Se	100
10/3/2024	10/2/2024 Amzn Mktp Us	37.97
10/3/2024	10/2/2024 Surveysparrow	39
10/3/2024	10/2/2024 Column Public Notice	129.48

10/3/2024	10/2/2024 Schocks Safe And Lock Se	19.5
10/3/2024	10/2/2024 Amazon Mktpl	68.97
10/3/2024	10/2/2024 Core & Main - Nd002	729.64
10/3/2024	10/2/2024 Thorsrud Supply Co	6
10/3/2024	10/2/2024 Usabluebook	2,238.22
10/3/2024	10/2/2024 At&t Payment	305.76
10/3/2024	10/2/2024 At&t Payment	442.38
10/3/2024	10/2/2024 Batteries Plus #0639	71.68
10/3/2024	10/2/2024 Amazon Mktpl	159.98
10/3/2024	10/2/2024 Fastenal Company 01ndmin	13.15
10/3/2024	10/2/2024 Harbor Freight Tools3246	81.72
10/3/2024	10/3/2024 Amzn Mktpl Us	36.57
10/4/2024	10/2/2024 Boot Barn #119	200
10/4/2024	10/2/2024 Red Wing Shoes #825	200
10/4/2024	10/2/2024 Dmv Arrowhead Shopping C	66
10/4/2024	10/2/2024 Municpay(M3)*service Fe	1.75
10/4/2024	10/2/2024 Rhi Supply Minot	209.3
10/4/2024	10/2/2024 Carquest Auto	55.5
10/4/2024	10/2/2024 Grand Forks Fire Equip	870.87
10/4/2024	10/2/2024 Menards Minot Nd	182.01
10/4/2024	10/2/2024 Red Wing Shoes #825	200
10/4/2024	10/2/2024 Red Wing Shoes #825	200
10/4/2024	10/2/2024 Red Wing Shoes #825	200
10/4/2024	10/3/2024 Tj Appliance Service	599
10/4/2024	10/3/2024 Holiday Stations 0431	33.48
10/4/2024	10/3/2024 All American Trophies & S	274
10/4/2024	10/3/2024 Minot Area Chamber	300
10/4/2024	10/3/2024 Signstoday, Inc	209
10/4/2024	10/3/2024 In *bag Llc	450
10/4/2024	10/3/2024 Grainger	61.48
10/4/2024	10/3/2024 Spi*directv Service	152.99
10/4/2024	10/3/2024 Canva* I04293-51815383	119.4
10/4/2024	10/3/2024 Fastenal Company 01ndmin	184.1
10/4/2024	10/3/2024 Nd Dept Of Envir Qual	50
10/4/2024	10/3/2024 Paymentus Corporation	1.25
10/4/2024	10/3/2024 Amzn Mktpl Us	60.89
10/4/2024	10/3/2024 Batteries Plus #0639	15.97
10/4/2024	10/3/2024 Linde Gas & Equipment Inc	78.99
10/4/2024	10/3/2024 Dakota Fluid Power, Inc.	178.91
10/4/2024	10/3/2024 Border States Industries	260.09
10/4/2024	10/4/2024 Chewy.Com	227.98
10/7/2024	10/3/2024 Circa Resort	491.55
10/7/2024	10/3/2024 Swanston Equip Minot	200
10/7/2024	10/3/2024 Rdo Equipment-Minot	227.3
10/7/2024	10/3/2024 Officemax/Depot 6513	69.99
10/7/2024	10/3/2024 Softchoice Corporation	349.92
10/7/2024	10/4/2024 Magic Mile Welding	206
10/7/2024	10/4/2024 Costco Gas #1380	36.79
10/7/2024	10/4/2024 North Country Sports	192
10/7/2024	10/4/2024 Batteries Plus #0639	265

10/7/2024	10/4/2024 Microcosm Publishing	202.07
10/7/2024	10/4/2024 Menards Minot Nd	48.76
10/7/2024	10/4/2024 Menards Minot Nd	109.04
10/7/2024	10/4/2024 Menards Minot Nd	40.92
10/7/2024	10/4/2024 Grand Forks Fire Equip	449.52
10/7/2024	10/4/2024 Amzn Mktp Us	14.43
10/7/2024	10/4/2024 2pitney Bowes Leasing	243.93
10/7/2024	10/4/2024 Amazon.Com*tb02o57e3	56.29
10/7/2024	10/4/2024 At&t Payment	267.38
10/7/2024	10/4/2024 Amzn Mktp Us	106.5
10/7/2024	10/4/2024 Menards Minot Nd	137.2
10/7/2024	10/4/2024 Menards Minot Nd	29.09
10/7/2024	10/4/2024 Cvs/Pharmacy #08611	109.99
10/7/2024	10/4/2024 Menards Minot Nd	8.4
10/7/2024	10/4/2024 Radisson Hotel Bismarc	-9.98
10/7/2024	10/4/2024 Radisson Hotel Bismarc	108.48
10/7/2024	10/4/2024 Radisson Hotel Bismarc	216.96
10/7/2024	10/4/2024 Radisson Hotel Bismarc	-19.96
10/7/2024	10/4/2024 Stop & Shop	14.43
10/7/2024	10/4/2024 Radisson Hotel Bismarc	98.5
10/7/2024	10/4/2024 Simonson N Bi	18.53
10/7/2024	10/4/2024 Srt Communications, Inc	574.36
10/7/2024	10/4/2024 Delta Air	35
10/7/2024	10/4/2024 Srt Communications, Inc	9,957.11
10/7/2024	10/4/2024 Srt Communications, Inc	966.66
10/7/2024	10/4/2024 Vzwrlls*ivr Vb	760.53
10/7/2024	10/4/2024 Material Testing Services	1,205.40
10/7/2024	10/4/2024 Material Testing Services	612.15
10/7/2024	10/4/2024 Material Testing Services	454.13
10/7/2024	10/4/2024 Material Testing Services	1,490.21
10/7/2024	10/4/2024 Material Testing Services	2,139.90
10/7/2024	10/4/2024 Material Testing Services	3,983.70
10/7/2024	10/4/2024 Material Testing Services	664.39
10/7/2024	10/4/2024 Red Wing Shoes #825	200
10/7/2024	10/4/2024 Pet Supplies Plus	14
10/7/2024	10/4/2024 Py *swanson & Warcup, Ltd	196
10/7/2024	10/4/2024 Enerbase	1,044.21
10/7/2024	10/4/2024 Red Wing Shoes #825	200
10/7/2024	10/5/2024 Bootbarn.Com	149.95
10/7/2024	10/5/2024 Amzn Mktp Us	14.5
10/7/2024	10/5/2024 Amzn Mktp Us	10.29
10/7/2024	10/5/2024 Amzn Mktp Us	10
10/7/2024	10/5/2024 Amzn Mktp Us	20.08
10/7/2024	10/5/2024 Amazon Mark* JI6z589c3	205.39
10/7/2024	10/5/2024 Macs Minot, Nd	0.92
10/7/2024	10/5/2024 Amazon Reta* 8h87e0ag3	206.82
10/7/2024	10/5/2024 Amzn Mktp Us	78.72
10/7/2024	10/6/2024 Amazon Mark* M14uf2rw3	14.39
10/8/2024	10/6/2024 Amazon Reta* Ut2oy3oi3	-229.46
10/8/2024	10/6/2024 Amazon Reta* Yo0ik1ly3	-189.18

10/8/2024	10/7/2024 Lowes Printing	112
10/8/2024	10/7/2024 Hach Company	123.75
10/8/2024	10/7/2024 Lowes Printing	168
10/8/2024	10/7/2024 Llrm	150
10/8/2024	10/7/2024 Fire Safety Usa Inc	231
10/8/2024	10/7/2024 Fire Safety Usa Inc	9,131.95
10/8/2024	10/7/2024 Acme Rents Minot	600
10/8/2024	10/7/2024 Muus Lumber And Hardware-	1,048.00
10/8/2024	10/7/2024 Amzn Mktp Us	18.9
10/8/2024	10/7/2024 Amzn Mktp Us	19.66
10/8/2024	10/7/2024 Amazon Reta* Ut2oy3oi3	-229.46
10/8/2024	10/7/2024 Amazon Mktp	1,577.27
10/8/2024	10/7/2024 Amazon Mark* S92qa4ls3	11.35
10/8/2024	10/7/2024 Amazon Reta* Ut2oy3oi3	-229.46
10/8/2024	10/7/2024 Sq *western Dakota Energy	150
10/8/2024	10/7/2024 Amazon.Com*cg8nl6913	19.55
10/8/2024	10/7/2024 Tlo Transunion	216.3
10/8/2024	10/7/2024 Schocks Safe And Lock Se	155.5
10/8/2024	10/7/2024 Sq *kc Taxi Service	56.1
10/8/2024	10/7/2024 Delta Air	35
10/8/2024	10/7/2024 Moore Engineering Inc	1,961.75
10/8/2024	10/7/2024 Moore Engineering Inc	2
10/8/2024	10/7/2024 Tractor-Supply-Co #0130	46.9
10/8/2024	10/7/2024 Macs Minot, Nd	219.96
10/8/2024	10/7/2024 Acme Tools Minot	2,779.00
10/8/2024	10/8/2024 Amazon Reta* 3a53i7ty3	29.39
10/8/2024	10/8/2024 Dmi* Dell K-12/Govt	4,370.88
10/8/2024	10/8/2024 Dmi* Dell K-12/Govt	10,590.03
10/9/2024	10/7/2024 Carquest Auto	6.64
10/9/2024	10/7/2024 Menards Minot Nd	35.76
10/9/2024	10/7/2024 Menards Minot Nd	92.87
10/9/2024	10/7/2024 Boot Barn #119	144.99
10/9/2024	10/7/2024 Menards Minot Nd	94.33
10/9/2024	10/7/2024 Material Testing Services	1,436.14
10/9/2024	10/8/2024 Minnesota Valley Testing	444
10/9/2024	10/8/2024 Amazon Mktp	15.99
10/9/2024	10/8/2024 Schocks Safe And Lock Se	61.9
10/9/2024	10/8/2024 Pelican Products	310.57
10/9/2024	10/8/2024 Delta Air	35
10/9/2024	10/8/2024 Magic City Car Wash	410
10/9/2024	10/8/2024 Verizonwrlss	170.12
10/9/2024	10/8/2024 Fireside Office Solution	1,058.08
10/9/2024	10/8/2024 Core & Main - Nd002	38
10/9/2024	10/8/2024 Amazon Mktp	20.53
10/9/2024	10/8/2024 Amazon Mktp	18.86
10/9/2024	10/8/2024 Amazon Reta* Gj2i380i3	626.5
10/9/2024	10/8/2024 Amazon Mktp	25.49
10/9/2024	10/8/2024 Amzn Mktp Us	28.98
10/9/2024	10/8/2024 Amazon Mktp	19.95
10/9/2024	10/8/2024 Amazon Mark* 7s10n9w33	58.73

10/9/2024	10/8/2024 Macs Minot, Nd	28.59
10/9/2024	10/8/2024 Column Public Notice	170.04
10/9/2024	10/8/2024 Py *swanson & Warcup, Ltd	46
10/9/2024	10/8/2024 Py *swanson & Warcup, Ltd	457
10/9/2024	10/8/2024 Py *swanson & Warcup, Ltd	87
10/9/2024	10/8/2024 Py *swanson & Warcup, Ltd	621
10/9/2024	10/8/2024 Blackstonelibrary.Com	116.87
10/9/2024	10/8/2024 Global Detection Systems	355.78
10/9/2024	10/8/2024 Column Public Notice	174.72
10/9/2024	10/9/2024 Usabluebook	229.17
10/10/2024	10/8/2024 Menards Minot Nd	184.79
10/10/2024	10/8/2024 Menards Minot Nd	232.57
10/10/2024	10/8/2024 Officemax/Depot 6513	78.55
10/10/2024	10/8/2024 Menards Minot Nd	97.16
10/10/2024	10/8/2024 Rhi Supply Minot	75.82
10/10/2024	10/8/2024 Menards Minot Nd	59.93
10/10/2024	10/9/2024 Border States Industries	46.1
10/10/2024	10/9/2024 Dacotah Paper Co	454.13
10/10/2024	10/9/2024 Target 00000851	39.74
10/10/2024	10/9/2024 Amazon Mktp	57
10/10/2024	10/9/2024 Column Public Notice	46.8
10/10/2024	10/9/2024 Column Public Notice	353.34
10/10/2024	10/9/2024 Dakota Fluid Power, Inc.	9.34
10/10/2024	10/9/2024 Amzn Mktp Us	11.16
10/10/2024	10/9/2024 Dacotah Paper Co	95.14
10/10/2024	10/9/2024 Marketplace Foods	41.98
10/10/2024	10/9/2024 Border States Industries	297.43
10/10/2024	10/9/2024 Minot Plumbing And Heatin	1,575.00
10/10/2024	10/9/2024 In *gefroh Electric Inc	90
10/10/2024	10/9/2024 Dacotah Paper Co	525.08
10/10/2024	10/9/2024 Dacotah Paper Co	403.03
10/10/2024	10/9/2024 Dacotah Paper Co	188.75
10/10/2024	10/9/2024 Amazon Mktp	107.93
10/10/2024	10/10/2024 H.A. Thompson & Sons	1,056.96
10/11/2024	10/9/2024 Fedex280396707836	55.05
10/11/2024	10/9/2024 Menards Minot Nd	66.91
10/11/2024	10/9/2024 Menards Minot Nd	39.97
10/11/2024	10/9/2024 Fedex280458960617	24.5
10/11/2024	10/9/2024 Officemax/Depot 6513	49.95
10/11/2024	10/9/2024 Great Lakes Chapter-Aaae	35
10/11/2024	10/9/2024 Great Lakes Chapter-Aaae	35
10/11/2024	10/9/2024 Red Wing Shoes #825	200
10/11/2024	10/9/2024 Menards Minot Nd	82.84
10/11/2024	10/10/2024 Nd Dept Of Envir Qual	50
10/11/2024	10/10/2024 Paymentus Corporation	1.25
10/11/2024	10/10/2024 Ebay O*06-12181-48677	570
10/11/2024	10/10/2024 North Country Sports	59.96
10/11/2024	10/10/2024 Tractor-Supply-Co #0608	799.99
10/11/2024	10/10/2024 Ezdrive Thruster Llc	630
10/11/2024	10/10/2024 Dakota Fluid Power, Inc.	70.94

10/11/2024	10/10/2024 Bestbuycom806973802361	287.98
10/11/2024	10/10/2024 Bestbuycom806973802361	1,098.00
10/11/2024	10/10/2024 Hulu 877-8244858 Ca	86.98
10/11/2024	10/10/2024 Amazon Mktpl	84.86
10/11/2024	10/10/2024 Acme Tools Minot	68.97
10/11/2024	10/10/2024 Gooseneck Implement	77.67
10/11/2024	10/10/2024 Tfs*fishersci Ecom Hus	42.03
10/11/2024	10/10/2024 Gooseneck Implement	201.16
10/11/2024	10/10/2024 Signstoday, Inc	341.2
10/11/2024	10/10/2024 General Trading Company	27.05
10/11/2024	10/10/2024 In *gefroh Electric Inc	180
10/11/2024	10/10/2024 Galls	69.48
10/14/2024	10/9/2024 Menards Minot Nd	-91.36
10/14/2024	10/10/2024 Menards Minot Nd	95.87
10/14/2024	10/10/2024 Napa Parts 0027632	9.99
10/14/2024	10/10/2024 Menards Minot Nd	24.28
10/14/2024	10/10/2024 Menards Minot Nd	40.66
10/14/2024	10/10/2024 The Home Depot #3703	10.87
10/14/2024	10/10/2024 Menards Minot Nd	8.87
10/14/2024	10/10/2024 Menards Minot Nd	264.07
10/14/2024	10/10/2024 Fedex280502044557	46.25
10/14/2024	10/10/2024 West Oaks Animal Hospital	101.14
10/14/2024	10/11/2024 Menards Minot Nd	227.01
10/14/2024	10/11/2024 Page Gse - Moto	3,490.00
10/14/2024	10/11/2024 Officemax/Depot 6513	141.25
10/14/2024	10/11/2024 Westin O Hare Fd	680.58
10/14/2024	10/11/2024 Delta Air	35
10/14/2024	10/11/2024 Ebeltoft . Sickler . Lawy	140
10/14/2024	10/11/2024 Stryker Sales Corp Sap	5,263.71
10/14/2024	10/11/2024 Societyforhumanresource	264
10/14/2024	10/11/2024 Amazon Mark* 514df99i3	577.35
10/14/2024	10/11/2024 Clareys Safety Equipment	2,855.38
10/14/2024	10/11/2024 Ndrin-Nd Land Records	30
10/14/2024	10/11/2024 Carquest Auto	27.98
10/14/2024	10/11/2024 Menards Minot Nd	11.44
10/14/2024	10/11/2024 Hampton Inns	495
10/14/2024	10/11/2024 Hampton Inns	495
10/14/2024	10/11/2024 Lyft *ride Fri 3am	43.19
10/14/2024	10/11/2024 Laz Parking L41122-Flash	61
10/14/2024	10/11/2024 Core & Main - Nd002	19,442.00
10/14/2024	10/11/2024 Menards Minot Nd	7.12
10/14/2024	10/11/2024 Menards Minot Nd	38.24
10/14/2024	10/11/2024 Sp Pacific Coast Avi	499.9
10/14/2024	10/11/2024 Fedex	39.36
10/14/2024	10/11/2024 Gravel Products Inc.	225.66
10/14/2024	10/11/2024 Galls	488.34
10/14/2024	10/11/2024 Frontier Precision Inc	232.92
10/14/2024	10/12/2024 Vzwlss*apocc Visb	40.01
10/14/2024	10/12/2024 Firepenny	433.95
10/14/2024	10/12/2024 Menards Minot Nd	8.44

10/14/2024	10/12/2024 National Human Resourc	160
10/14/2024	10/12/2024 Adobe *adobe	29.99
10/14/2024	10/12/2024 United	40
10/14/2024	10/12/2024 Verizonwrlss	105.08
10/14/2024	10/12/2024 Verizonwrlss	29.39
10/14/2024	10/12/2024 Menards Minot Nd	75.99
10/14/2024	10/12/2024 Menards Minot Nd	94.8
10/14/2024	10/13/2024 Vzwrlls*apocc Visb	3,468.55
10/14/2024	10/13/2024 Chewy.Com	86.8
10/14/2024	10/14/2024 Dmi* Dell K-12/Govt	12.02
10/15/2024	10/13/2024 United	40
10/15/2024	10/14/2024 All American Trophies & S	36
10/15/2024	10/14/2024 All American Trophies & S	216
10/15/2024	10/14/2024 Government Finance Offic	135
10/15/2024	10/14/2024 Northwest Tire #4 Minot T	1,581.31
10/15/2024	10/14/2024 Zoom.Us 888-799-9666	15.99
10/15/2024	10/14/2024 AihR Academy	1,850.00
10/15/2024	10/14/2024	18.5
10/15/2024	10/14/2024 Border States Industries	636.5
10/15/2024	10/14/2024 Amazon Mktp	275.27
10/15/2024	10/14/2024 Schocks Safe And Lock Se	47.9
10/15/2024	10/14/2024 Scholastic Education	1,162.83
10/15/2024	10/14/2024 Willscot Mobile Mini	50
10/15/2024	10/14/2024 At&t Payment	91.92
10/15/2024	10/14/2024 Willscot Mobile Mini	119.84
10/15/2024	10/14/2024 Harry S Tire	144.69
10/15/2024	10/14/2024 Macs Minot, Nd	59.99
10/16/2024	10/14/2024 Menards Minot Nd	41.3
10/16/2024	10/14/2024 Menards Minot Nd	40.59
10/16/2024	10/14/2024 Apa	305
10/16/2024	10/15/2024 Amzn Mktp Us	35.52
10/16/2024	10/15/2024 Sp Dixxon Flannel Co	56.57
10/16/2024	10/15/2024 Wal-Mart #1636	816.92
10/16/2024	10/15/2024 Fastenal Company 01ndmin	112.94
10/16/2024	10/15/2024 Sq *the Bark Porch Inc	114
10/16/2024	10/15/2024 Dakota Fence Company	207.63
10/16/2024	10/15/2024 Amazon Mark* 9t10h3ri3	17.15
10/16/2024	10/15/2024 Verizonwrlss	71.92
10/16/2024	10/15/2024 National Registry Emt	25
10/16/2024	10/15/2024 Harbor Freight Tools3246	69.87
10/16/2024	10/15/2024 Pilot_00489	39.95
10/16/2024	10/15/2024 Verizonwrlss	372.58
10/16/2024	10/15/2024 Amzn Mktp Us	-4.46
10/16/2024	10/15/2024 Batteries Plus #0639	50.08
10/16/2024	10/15/2024 General Trading Company	152.7
10/16/2024	10/15/2024 Grainger	312.25
10/16/2024	10/15/2024 Vzwrlls*apocc Visb	441.29
10/16/2024	10/15/2024 Nenno Products Llc	829.98
10/16/2024	10/15/2024 Walmart.Com	37.34
10/16/2024	10/15/2024 Vistaprint Corporate Solu	130.49

10/17/2024	10/15/2024 Menards Minot Nd	55.26
10/17/2024	10/15/2024 Caseys #3356	67.15
10/17/2024	10/15/2024 Officemax/Depot 6513	233.97
10/17/2024	10/15/2024 Grand Forks Fire Equip	504
10/17/2024	10/15/2024 Menards Minot Nd	51.55
10/17/2024	10/15/2024 Swanston Equip Minot	350
10/17/2024	10/15/2024 Brake Time 707	54.5
10/17/2024	10/15/2024 Swanston Equip Minot	135
10/17/2024	10/15/2024 The Home Depot #3703	165.2
10/17/2024	10/15/2024 Menards Minot Nd	67.44
10/17/2024	10/15/2024 Fedex280623416240	9.75
10/17/2024	10/16/2024 Border States Industries	2,222.72
10/17/2024	10/16/2024 Gemar Photography	250
10/17/2024	10/16/2024 Joann Stores #172	10.74
10/17/2024	10/16/2024 Acme Tools Minot	6.27
10/17/2024	10/16/2024 Gas Depot	45
10/17/2024	10/16/2024 Amzn Mktp Us	375
10/17/2024	10/16/2024 Amzn Mktp Us	67.43
10/17/2024	10/16/2024 Amzn Mktp Us	14.18
10/17/2024	10/16/2024 All American Trophies & S	44
10/17/2024	10/16/2024 All American Trophies & S	834
10/17/2024	10/16/2024 Lowes Printing	217.5
10/17/2024	10/16/2024 Att	51
10/17/2024	10/16/2024 Gdp*national Police Canin	80
10/17/2024	10/16/2024 Amazon Reta* 201ka8v53	20.55
10/17/2024	10/16/2024 Macs Minot, Nd	30.69
10/17/2024	10/16/2024 General Trading Company	72.6
10/17/2024	10/16/2024 Cenex-Farmers Union Oil	45.05
10/17/2024	10/16/2024 Minot Restaurant Supply	21.63
10/17/2024	10/16/2024 Amzn Mktp Us	165.99
10/17/2024	10/16/2024 Acme Tools Minot	1,258.43
10/17/2024	10/16/2024 In *american Truck & Trai	2,331.90
10/17/2024	10/16/2024 Acme Tools Minot	899.49
10/17/2024	10/16/2024 Acme Tools Minot	1,099.00
10/17/2024	10/17/2024 Dmi* Dell K-12/Govt	4,150.10
10/18/2024	10/16/2024 Canad Inns Gf Lodging	212.84
10/18/2024	10/16/2024 Napa Parts 0027632	95.94
10/18/2024	10/16/2024 Staybridge Suites Grand	370.5
10/18/2024	10/16/2024 Main Street Books	146.23
10/18/2024	10/16/2024 Budget Music And Video	431.57
10/18/2024	10/16/2024 Menards Minot Nd	28.74
10/18/2024	10/16/2024 Menards Minot Nd	114.82
10/18/2024	10/16/2024 All Safe Industries	2,546.80
10/18/2024	10/16/2024 Butler Machinery Company	465.36
10/18/2024	10/16/2024 Kwik Trip #1020	45.82
10/18/2024	10/16/2024 Canad Inns Gf Lodging	192.6
10/18/2024	10/16/2024 Menards Minot Nd	71.88
10/18/2024	10/16/2024 Canad Inns Gf Lodging	212.84
10/18/2024	10/16/2024 Canad Inns Gf Lodging	212.84
10/18/2024	10/16/2024 Canad Inns Gf Lodging	192.6

10/18/2024	10/16/2024 Canad Inns Gf Lodging	192.6
10/18/2024	10/16/2024 Canad Inns Gf Lodging	212.84
10/18/2024	10/16/2024 Canad Inns Gf Lodging	212.84
10/18/2024	10/16/2024 Simonson Trave	38
10/18/2024	10/16/2024 Canad Inns Gf Lodging	203.2
10/18/2024	10/16/2024 Canad Inns Gf Lodging	288.9
10/18/2024	10/17/2024 Kfyr	4,026.70
10/18/2024	10/17/2024 Macs Minot, Nd	10.4
10/18/2024	10/17/2024 North Country Sports	308.77
10/18/2024	10/17/2024 Galls	209.87
10/18/2024	10/17/2024 Arrowhead Ace	21.98
10/18/2024	10/17/2024 Dacotah Paper Co	199.75
10/18/2024	10/17/2024 Amzn Mktp Us	18.32
10/18/2024	10/17/2024 Overdrive Dist	372
10/18/2024	10/17/2024 Overdrive Dist	2,748.33
10/18/2024	10/17/2024 Enerbase	40.32
10/18/2024	10/17/2024 Amazon.Com*xa7so9d03	429
10/18/2024	10/17/2024 Amazon Mktp	90.76
10/18/2024	10/17/2024 Amazon Mktp	230.89
10/18/2024	10/17/2024 Amazon Mktp	22.29
10/18/2024	10/17/2024 Tractor-Supply-Co #0130	99.99
10/18/2024	10/17/2024 Butler Machinery Cat	58.84
10/18/2024	10/17/2024 Napa Parts 0027632	29.54
10/18/2024	10/17/2024 Country Inn & Suites A	236.22
10/18/2024	10/17/2024 Cenex-Petro Serve Usa #6	42.78
10/18/2024	10/17/2024 Amazon Reta* Ew3u14kw3	99.99
10/18/2024	10/17/2024 Amazon Mark* Tf1w86at3	92.06
10/18/2024	10/17/2024 Amazon Mktp	7.99
10/18/2024	10/17/2024 Blackstonelibrary.Com	81.9
10/18/2024	10/17/2024 Amazon Mktp	38.77
10/18/2024	10/17/2024 At&t Payment	1,956.35
10/18/2024	10/17/2024 Amazon Mktp	134
10/18/2024	10/17/2024 North Country Mercantile	114.99
10/18/2024	10/17/2024 Runnings Of Minot	31.99
10/18/2024	10/17/2024 Quadient Leasing Usa O	1,279.23
10/18/2024	10/17/2024 First Out Rescue Equipme	541.59
10/18/2024	10/17/2024 Core & Main - Nd002	1,540.02
10/18/2024	10/17/2024 Amazon Mktp	20.99
10/18/2024	10/17/2024 Amazon Mktp	11.89
10/18/2024	10/18/2024 Graybar Electric	173.52
10/18/2024	10/18/2024 Dmi* Dell K-12/Govt	4,150.10
10/21/2024	10/16/2024 Menards Minot Nd	-23.94
10/21/2024	10/17/2024 The Stereo Shop	550
10/21/2024	10/17/2024 Menards Minot Nd	39.84
10/21/2024	10/17/2024 Menards Minot Nd	9.99
10/21/2024	10/17/2024 Menards Minot Nd	8.99
10/21/2024	10/17/2024 Amazon Mktp	34.19
10/21/2024	10/17/2024 All Safe Industries	779
10/21/2024	10/17/2024 Menards Minot Nd	33.93
10/21/2024	10/17/2024 Paypal	60

10/21/2024	10/17/2024 Paypal	60
10/21/2024	10/17/2024 Paypal	60
10/21/2024	10/17/2024 Titan Machinery - Minot	1,717.40
10/21/2024	10/17/2024 Prairie Supply Inc	335.58
10/21/2024	10/17/2024 Kwik Trip #1020	10.46
10/21/2024	10/17/2024 Menards Minot Nd	50.6
10/21/2024	10/17/2024 Menards Minot Nd	109
10/21/2024	10/17/2024 Border States Industries	253.44
10/21/2024	10/17/2024 Border States Industries	400.43
10/21/2024	10/18/2024 Menards Minot Nd	11.49
10/21/2024	10/18/2024 Hach Company	60.15
10/21/2024	10/18/2024 Amzn Mktp Us	27.88
10/21/2024	10/18/2024 United	40
10/21/2024	10/18/2024 Schocks Safe And Lock Se	21
10/21/2024	10/18/2024 Demco Inc	1,003.92
10/21/2024	10/18/2024 Amazon Reta* Gj2i380i3	-25.89
10/21/2024	10/18/2024 Amzn Mktp Us	24.98
10/21/2024	10/18/2024 Amazon Reta* Nf0ye7mt3	32.78
10/21/2024	10/18/2024 Amazon Mktp	59.95
10/21/2024	10/18/2024 United	40
10/21/2024	10/18/2024 Txb 73	43.38
10/21/2024	10/18/2024 Hampton Inns	495
10/21/2024	10/18/2024 Hampton Inns	495
10/21/2024	10/18/2024 Macs Minot, Nd	167.4
10/21/2024	10/18/2024 Niess Impressions	661.86
10/21/2024	10/18/2024 Menards Minot Nd	108.92
10/21/2024	10/18/2024 Menards Minot Nd	109.79
10/21/2024	10/18/2024 In *american Truck & Trai	-2,331.90
10/21/2024	10/18/2024 Fedex	9.75
10/21/2024	10/18/2024 At&t Payment	408
10/21/2024	10/18/2024 Menards Minot Nd	46.91
10/21/2024	10/18/2024 At&t Payment	229.8
10/21/2024	10/19/2024 Menards Minot Nd	22.35
10/21/2024	10/19/2024 Foxrentacar 5397770666	730.08
10/21/2024	10/19/2024 National Registry Emt	32
10/21/2024	10/19/2024 Napa Parts 0027632	239.8
10/21/2024	10/19/2024 United	40
10/21/2024	10/20/2024 Amazon Mktp	461.87
10/21/2024	10/20/2024 Amazon Mktp	35.98
10/21/2024	10/20/2024 Aloft Boston Fd	400.59
10/21/2024	10/20/2024 Aloft Boston Fd	400.59
10/21/2024	10/21/2024 Amazon Mktp	101.94
10/21/2024	10/21/2024 Amazon Mktp	42.99
10/21/2024	10/21/2024 Amazon Mktp	1,120.05
10/22/2024	10/16/2024 Canad Inns Gf Lodging	-20.24
10/22/2024	10/16/2024 Canad Inns Gf Lodging	-20.24
10/22/2024	10/16/2024 Canad Inns Gf Lodging	-20.24
10/22/2024	10/16/2024 Canad Inns Gf Lodging	-20.24
10/22/2024	10/16/2024 Canad Inns Gf Lodging	-10.6
10/22/2024	10/21/2024 Amzn Mktp Us	17.38

10/22/2024	10/21/2024 Batteries Plus #0639	22.45
10/22/2024	10/21/2024 Dakota Fluid Power, Inc.	12.67
10/22/2024	10/21/2024 Tractor-Supply-Co #0130	23.98
10/22/2024	10/21/2024 Dakota Fluid Power, Inc.	136.76
10/22/2024	10/21/2024 Cenex-Petro Serve Usa #6	37.2
10/22/2024	10/21/2024 Hach Company	9,128.00
10/22/2024	10/21/2024 Sq *ole Olsons Towing &	121
10/22/2024	10/21/2024 Schocks Safe And Lock Se	75
10/22/2024	10/21/2024 Gravel Products Inc.	255.27
10/22/2024	10/21/2024 Gravel Products Inc.	253.43
10/22/2024	10/21/2024 Signstoday, Inc	326.44
10/22/2024	10/21/2024 Lowes Printing	120
10/22/2024	10/21/2024 North Country Sports	805
10/22/2024	10/21/2024 Gravel Products Inc.	475.87
10/22/2024	10/21/2024 Cdw Govt #ab2fe9j	1,408.16
10/23/2024	10/21/2024 Party City 1146	39.98
10/23/2024	10/21/2024 Menards Minot Nd	59.99
10/23/2024	10/21/2024 Butler Machinery Company	69.32
10/23/2024	10/21/2024 Exxon Superpumper #32	15.67
10/23/2024	10/21/2024 Grainger	46.86
10/23/2024	10/21/2024 Menards Minot Nd	400.59
10/23/2024	10/21/2024 Prairie Supply Inc	55
10/23/2024	10/21/2024 Menards Minot Nd	29.47
10/23/2024	10/22/2024 Fastenal Company 01ndmin	37.62
10/23/2024	10/22/2024 Amazon Mktp	284.72
10/23/2024	10/22/2024 Sp Safariland	606
10/23/2024	10/22/2024 The Ups Store 1423	28.97
10/23/2024	10/22/2024 Concrete Mobile Llc	1,061.50
10/23/2024	10/22/2024 Runnings Of Minot	214.99
10/23/2024	10/22/2024 Column Public Notice	845.52
10/23/2024	10/22/2024 Column Public Notice	60.84
10/23/2024	10/22/2024 Minot Restaurant Supply	61.95
10/23/2024	10/22/2024 Lowes Printing	115
10/23/2024	10/22/2024 Hach Company	48.73
10/23/2024	10/22/2024 Border States Industries	749.94
10/23/2024	10/22/2024 In *denise Amber Lee Foun	200
10/23/2024	10/22/2024 Border States Industries	29.97
10/23/2024	10/23/2024 Dmi* Dell K-12/Govt	830.02
10/23/2024	10/23/2024 Dmi* Dell K-12/Govt	830.02
10/23/2024	10/23/2024 Dmi* Dell K-12/Govt	830.02
10/23/2024	10/23/2024 Dmi* Dell K-12/Govt	209.99
10/24/2024	10/18/2024 Rdo Equipment-Minot	381.84
10/24/2024	10/22/2024 Menards Minot Nd	14.56
10/24/2024	10/22/2024 American Association O	620
10/24/2024	10/22/2024 The Home Depot #3703	184.89
10/24/2024	10/22/2024 The Computer Store	75.99
10/24/2024	10/22/2024 Menards Minot Nd	16.46
10/24/2024	10/22/2024 Menards Minot Nd	2.9
10/24/2024	10/22/2024 Boot Barn #119	169.99
10/24/2024	10/22/2024 Kwik Trip #1020	28.68

10/24/2024	10/22/2024	Menards Minot Nd	176.01
10/24/2024	10/23/2024	Minnesota Valley Testing	522
10/24/2024	10/23/2024	Amazon Reta* Y23vh12p3	99.12
10/24/2024	10/23/2024	Macs Minot, Nd	49.23
10/24/2024	10/23/2024	Harbor Freight Tools3246	359.99
10/24/2024	10/23/2024	Harbor Freight Tools3246	-599.99
10/24/2024	10/23/2024	McKissock	435
10/24/2024	10/23/2024	Amazon.Com*d77r80nk3	139.98
10/24/2024	10/23/2024	McKissock	225
10/24/2024	10/23/2024	Country Inn & Suites A	236.22
10/24/2024	10/23/2024	Cenex-Petro Serve Usa #6	16.29
10/24/2024	10/23/2024	The Ups Store 1423	23.84
10/24/2024	10/23/2024	Www Costco Com	149.9
10/24/2024	10/23/2024	Steins Inc	133.53
10/24/2024	10/23/2024	Target 00000851	21.98
10/24/2024	10/23/2024	McKissock	225
10/24/2024	10/23/2024	At&t Payment	441.56
10/24/2024	10/23/2024	At&t Payment	310.06
10/24/2024	10/23/2024	Dollar General #22746	10.7
10/24/2024	10/23/2024	Amazon.Com*vi6e019d3	138.09
10/24/2024	10/23/2024	Minot Veterinary Clinic	4,865.00
10/24/2024	10/23/2024	Minot Plumbing And Heatin	425
10/24/2024	10/24/2024	Dmi* Dell K-12/Govt	830.02
10/24/2024	10/24/2024	Dmi* Dell K-12/Govt	209.99
10/24/2024	10/24/2024	Ohnstad Twitchell Pc	451.5
10/25/2024	10/19/2024	Hilton Hotels	-0.01
10/25/2024	10/19/2024	Hilton Hotels	-0.01
10/25/2024	10/23/2024	Awg 2557	74.22
10/25/2024	10/23/2024	Exxon Superpumper #34	65.97
10/25/2024	10/23/2024	Simonson Stati	21.57
10/25/2024	10/23/2024	Kwik Trip #1020	18.73
10/25/2024	10/23/2024	Carquest Auto	24.42
10/25/2024	10/23/2024	Menards Minot Nd	113.89
10/25/2024	10/23/2024	Fedex	18.25
10/25/2024	10/24/2024	Transportation Security C	1,000.00
10/25/2024	10/24/2024	Northstock, Inc.	1,036.91
10/25/2024	10/24/2024	Grainger	116
10/25/2024	10/24/2024	Macs Minot, Nd	28.73
10/25/2024	10/24/2024	General Trading Company	238.6
10/25/2024	10/24/2024	Amazon Mark* Hj0d586m3	104.32
10/25/2024	10/24/2024	Amazon.Com*k12fc7303	169.97
10/25/2024	10/24/2024	Acme Tools Minot	19.53
10/25/2024	10/24/2024	Petro Gas	43.59
10/25/2024	10/24/2024	Www.Ndpelsboard.Org	110
10/25/2024	10/24/2024	Macs Minot, Nd	22.99
10/25/2024	10/24/2024	Amazon MktpI	27.64
10/25/2024	10/24/2024	Amazon MktpI	27.29
10/25/2024	10/24/2024	Acme Tools Minot	37.94
10/25/2024	10/24/2024	Core & Main - Nd002	4,526.52
10/25/2024	10/24/2024	Cdl School Online	89

10/25/2024	10/24/2024 Dakota Supply Group - Bis	4,247.87
10/25/2024	10/24/2024 Amazon.Com*u08v93oe3	119.99
10/25/2024	10/24/2024 Galls	286.95
10/25/2024	10/24/2024 Amazon Mktp	11.04
10/25/2024	10/24/2024 Galls	146.08
10/25/2024	10/24/2024 Galls	206.82
10/25/2024	10/25/2024 Dmi* Dell K-12/Govt	1,787.10
10/28/2024	10/23/2024 Dalco Enterprises	848.8
10/28/2024	10/24/2024 Menards Minot Nd	39.36
10/28/2024	10/24/2024 American Association O	620
10/28/2024	10/24/2024 Officemax/Depot 6513	146.42
10/28/2024	10/24/2024 Gaylord Texan Front De	1,346.56
10/28/2024	10/24/2024 Menards Minot Nd	123
10/28/2024	10/24/2024 Menards Minot Nd	23.53
10/28/2024	10/24/2024 Municipay(M3)*service Fe	1.5
10/28/2024	10/24/2024 Ward County Recorder	20
10/28/2024	10/24/2024 Canad Inns Gf Lodging	-20.24
10/28/2024	10/24/2024 Menards Minot Nd	57.05
10/28/2024	10/24/2024 Gaylord Texan Front De	1,346.56
10/28/2024	10/25/2024 Batteries Plus #0639	478.55
10/28/2024	10/25/2024 In *automotive Video Inno	15,000.00
10/28/2024	10/25/2024 Amazon Mktp	426.71
10/28/2024	10/25/2024 Att	344.99
10/28/2024	10/25/2024 Sq *the Bark Porch Inc	150
10/28/2024	10/25/2024 Curtis Web	267.88
10/28/2024	10/25/2024 Macs Minot, Nd	10.2
10/28/2024	10/25/2024 Fastenal Company 01ndmin	18
10/28/2024	10/25/2024 Att	45.96
10/28/2024	10/25/2024 Att	767.95
10/28/2024	10/25/2024 Spi*directv Service	164.98
10/28/2024	10/25/2024 Sq *Idl Clean,inc	360.92
10/28/2024	10/25/2024 Amazon Reta* O13m62oj3	18.99
10/28/2024	10/25/2024 Amazon Reta* Op40m5u13	181.38
10/28/2024	10/25/2024 Amazon Reta* Yd3th7i73	473.26
10/28/2024	10/25/2024 At&t Payment	257.24
10/28/2024	10/25/2024 Rdo Equipment-Minot	93.06
10/28/2024	10/25/2024 Napa Parts 0027632	378.18
10/28/2024	10/25/2024 Officemax/Depot 6513	151.17
10/28/2024	10/25/2024 Att	193.92
10/28/2024	10/25/2024 Att	483.04
10/28/2024	10/25/2024 Material Testing Services	1,560.00
10/28/2024	10/25/2024 Amazon Mktpplace Pmts	-14.99
10/28/2024	10/25/2024 Amazon Mktpplace Pmts	-364.99
10/28/2024	10/25/2024 Grainger	28.51
10/28/2024	10/25/2024 Grainger	305.97
10/28/2024	10/25/2024 Grainger	28.51
10/28/2024	10/25/2024 Grainger	28.51
10/28/2024	10/25/2024 Grainger	28.51
10/28/2024	10/25/2024 Grainger	28.51
10/28/2024	10/25/2024 Grainger	28.51

10/28/2024	10/25/2024 Grainger	28.51
10/28/2024	10/25/2024 Grainger	28.51
10/28/2024	10/25/2024 Fedex	12.25
10/28/2024	10/25/2024 Att	86.62
10/28/2024	10/25/2024 Core & Main - Nd002	170.52
10/28/2024	10/25/2024 Core & Main - Nd002	1,138.79
10/28/2024	10/25/2024 Batteries Plus #0639	24.16
10/28/2024	10/26/2024 Graybar Electric	278.48
10/28/2024	10/26/2024 Amazon.Com	-0.05
10/28/2024	10/26/2024 Amazon.Com	-0.05
10/28/2024	10/26/2024 Amazon Mktp	59.99
10/28/2024	10/27/2024 Amazon Reta* Xy7bh1r83	11.99
10/28/2024	10/28/2024 Dmi* Dell K-12/Govt	1,837.78
10/29/2024	10/24/2024 Hilton Garden Inn	285.1
10/29/2024	10/24/2024 Hilton Garden Inn	285.1
10/29/2024	10/24/2024 Hilton Garden Inn	285.1
10/29/2024	10/24/2024 Hilton Garden Inn	285.1
10/29/2024	10/28/2024 Hanna Instruments	92.45
10/29/2024	10/28/2024 Minnesota Valley Testing	357
10/29/2024	10/28/2024 Assetworks* Assetworks	1,750.00
10/29/2024	10/28/2024 Petco 2605	58.63
10/29/2024	10/28/2024 Scheels Minot	24.99
10/29/2024	10/28/2024 Wm Supercenter #1636	278
10/29/2024	10/28/2024 Amazon.Com*oa5mm8v63	7.2
10/29/2024	10/28/2024 Amazon.Com*9r6wh7vf3	30.48
10/29/2024	10/28/2024 Amazon Mktp	11.89
10/29/2024	10/28/2024 Best Buy 00010637	27.94
10/29/2024	10/28/2024 Amazon Mktp	78.84
10/29/2024	10/28/2024 Dakota Supply Group - Ws	98.09
10/29/2024	10/28/2024 Tripspark	1,000.00
10/29/2024	10/28/2024 Advanced Business Methods	16
10/29/2024	10/28/2024 Vistaprint Corporate Solu	141.02
10/29/2024	10/29/2024 Amazon Mktp	19.97
10/29/2024	10/29/2024 Dmi* Dell K-12/Govt	1,105.28

308,463.57

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES

Charge these funds:

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

Electronic Payments:

AFLAC	-
BCBS	525,830.85
Federal Tax Withholding	-
Deferred Comp	13,664.71
NDPERS	191,399.58
ND Pers Adjustments	5,639.94
ND PERS Service Credit	218.00
Empower	34,037.78
Verendrye	83,939.87
Montana Dakota Utilities	8,200.58
Xcel Energy	166,549.55
Discovery Benefits	6,004.28
Unum Group Insurance	5,682.97
Provident Life	363.08
ADP Payroll taxes wire	306,687.29
ADP Payroll Wage garnishment	16,935.15
10/25/2024 & 10/9/2024	
ADP Payroll Taxes wire Alderman	-
ADP Payroll Taxes wire Pension	-
ADP Payroll Taxes wire Council	-
ADP CCD Payroll Fees	15,059.91
State of ND- ASA Bond	
Job Service of ND	1,792.00

Total	\$ <u>1,382,005.54</u>
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Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
10/01/2024	DC092724	100006223	ND PUBLIC EMPLOYEES		Def Comp 09.27.2024	\$13,317.10	\$0.00
	SC092724	100006224	RETIREMENT SYSTEM ND PUBLIC EMPLOYEES		Service Credit 09.27.2024	\$218.00	\$0.00
	NDRE0924	100006226	RETIREMENT SYSTEM ND PUBLIC EMPLOYEES		September 2024 ND PERS RETIREM	\$188,311.88	\$0.00
10/02/2024	JV100224	302474	RETIREMENT SYSTEM BECHTOLD PAVING		22.99 Tons Hot Mix Asphalt	\$18,984.50	\$0.00
	JV100224	302475	BECHTOLD PAVING		4802.2 - 2024 STREET IMPROVEME	\$8,427.50	\$0.00
	JV100224	302476	BECHTOLD PAVING		Contract Withholding: 300687	\$8,523.99	\$0.00
	JV100224	302477	EMPLOYEE ONE TIME PAY	James Dockter	Pick up trailer in Dickinson	\$29.50	\$0.00
	JV100224	302478	FIRST DISTRICT HEALTH UNIT		FIRST DISTRICT HEALTH UNIT SER	\$26,500.00	\$0.00
	JV100224	302479	GENERAL ONE TIME PAY	John & Susan Dokken	PROPERTY ACQUISITION - 1209 6T	\$107,613.10	\$0.00
	JV100224	302480	GENERAL ONE TIME PAY	Memorie Andrade	Reimburse for fuel purch on Pe	\$52.36	\$0.00
	JV100224	302481	KELLER PAVING AND LANDSCAPING		4807- 2024 CONCRETE PAVEMENT R	\$2,312,289.74	\$0.00
	JV100224	302482	KELLER PAVING AND LANDSCAPING		Contract Withholding: 300681	\$21,187.98	\$0.00
	JV100224	302483	KELLER PAVING AND LANDSCAPING		3673A - 16th St Closure Sill R	\$86,183.50	\$0.00
	JV100224	302484	KUNDEL DIRECT INC		Trench Box	\$12,257.70	\$0.00
	JV100224	302485	MINOT PARK DISTRICT		2708 21St St SE, 2401 15th St	\$5,000.00	\$0.00
	UNUM0924	100006228	UNUM LIFE INSURANCE		POLICY #0098723 0014 (SEPTEMBER	\$4,735.41	\$0.00
	UNUM0924	100006230	UNUM LIFE INSURANCE		FMLA 09302024	\$909.45	\$0.00
	JV100224	302486	WAGNER		Contract Withholding: 300545	\$182,324.40	\$0.00
	JV100224	302487	CONSTRUCTION WATER BILLING ONE TIME PAY	BONNESS, KEVIN & ANGIE	Water Refund - 61979	\$100.00	\$0.00
10/04/2024	PM100424	100006233	MINOT PARK DISTRICT		Park Mass 10.04.2024	\$1,405.45	\$0.00
10/10/2024	JO101024	302488	1 CALL SEPTIC SERVICES, INC		Recycling Transport x 6 Trips	\$12,272.25	\$0.00
	JO101024	302489	A-1 EVANS SEPTIC TANK SERVICE		Portable Toilet Rental	\$220.00	\$0.00
	JO101024	302490	ABSOLUTE COMFORT, INC.		Requested & paid for wrong per	\$150.00	\$0.00
	JO101024	302491	ACKERMAN ESTVOLD		4546 - MINOT INTERMODAL FACILI	\$89,801.59	\$0.00
	JO101024	302492	ACUITYBRANDS		ATBS P30 MVOLT D3 3K AO PCL1	\$322.12	\$0.00
	JO101024	302493	ALL SEASON ARENA		LODGING TAXES COLLECTED	\$48,340.47	\$0.00
	JO101024	302494	AMAZON		CHAINSAW CHAIN	\$250.45	\$0.00
	JO101024	302495	AMERICAN TRUCK & TRAILER, LLC		Training Exercise	\$2,546.64	\$0.00
	JO101024	302496	AMERICAN WELDING & GAS, INC.		Carbon Dioxide	\$4,637.13	\$0.00
	JO101024	302498	APEX ENGINEERING GROUP		16TH ST SW RECONSTRUCTION APEX	\$14,563.00	\$0.00
	JO101024	302499	APH/AUTO VALUE		018; GMC TOPKICK FUEL TANK STR	\$263.99	\$0.00
	JO101024	302500	AQUA-PURE, INC.		coagulant 84401	\$66,609.00	\$0.00
	JO101024	302502	BAKER & TAYLOR BOOKS		Books	\$3,971.53	\$0.00
	JO101024	302503	BALCO UNIFORM COMPANY, INC.		Pants for ACO	\$4,521.22	\$0.00
	JO101024	302504	BARR ENGINEERING		4618.1 BARR ENG LITTLE ROOSEVE	\$471.50	\$0.00
	JO101024	302505	BECHTOLD PAVING		17.25 Tons Hot Mix Asphalt	\$1,725.00	\$0.00
	JO101024	302506	BOLTON & MENK, INC		CDMPO 2050 Metropolitan Transn	\$29,066.74	\$0.00
	JO101024	302507	BRADY MARTZ		LPND1, LLC COMPLIANCE REPORT	\$3,825.00	\$0.00

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JO101024	302508	BRAVERA BANK		(6) STREET GRADERS BUYOUT	\$1,186,138.41	\$0.00
JO101024	302509	BUTLER MACHINERY		BREATHING; CRANKCASE	\$79.02	\$0.00
JO101024	302510	CO. CAPITAL ONE		BREATHING A 013; 5/8-11X3-1/2 CARRIAGE BOL	\$17.00	\$0.00
JO101024	302511	CDBG ONE-TIME PAY	Alexis Standish	RC-1049 Claim for Down Payment	\$7,000.00	\$0.00
JO101024	302512	CDBG ONE-TIME PAY	Amber Pitts	RC-1044 Claim for Moving & Rel	\$1,350.00	\$0.00
JO101024	302513	CDBG ONE-TIME PAY	Amber Pitts	RC-1045 Claim for Rental Assis	\$210.00	\$0.00
JO101024	302514	CDBG ONE-TIME PAY	Rae-Dean Wolfe & Breonna Wolfe	RC-1047.1 Claim for Rental Ass	\$943.09	\$0.00
JO101024	302515	CDBG ONE-TIME PAY	Rae-Dean Wolfe & Breonna Wolfe	RC-1046 Claim for Moving & Rel	\$1,350.00	\$0.00
JO101024	302516	CDBG ONE-TIME PAY	Renee Alston & Victoria Hastings	RC-1042 Claim for Moving & Rel	\$1,150.00	\$0.00
JO101024	302517	CDBG ONE-TIME PAY	Ron Cal Homes	LOT 4 - RENAE ALSTON & VICTOR	\$15,540.00	\$0.00
JO101024	302518	CDBG ONE-TIME PAY	Victoria Solis & Jennifer Dahlberg	RC-1051 Claim for Moving & Rel	\$120.00	\$0.00
JO101024	302519	CDM SMITH		CDM SMITH CONTRACT - NDR	\$120,187.00	\$0.00
JO101024	302605	CITY OF MINOT		Adam Thorpe Restitution MI-202	\$150.00	\$0.00
JO101024	302520	COOKIES FOR YOU		OFFICE SPACE - COOKIES FOR YOU	\$900.00	\$0.00
JO101024	302521	CPS, LTD		3700.1 LF MASTER PLAN UPDATE	\$11,483.75	\$0.00
JO101024	302522	CROSSCOUNTRY FREIGHT SOLUTIONS, INC		Environmental Toxicity control	\$141.48	\$0.00
JO101024	302523	DAKOTA FIRE EXTINGUISHER		2.5FNHX2.5-6M MINOT THREAD ADA	\$357.80	\$0.00
JO101024	302524	DAKOTA FLUID POWER, INC.		HYDRAULIC; HOSE	\$114.33	\$0.00
JO101024	302525	DECOMM VENTURES, LP		MOT TASK ORDER #1 - MISC CONSU	\$4,725.00	\$0.00
JO101024	302526	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees for Septemb	\$1,148.52	\$0.00
JO101024	302527	ECOLAB PEST ELIMINATION DIVISION		PEST CONTROL AND AIR QUALITY P	\$551.18	\$0.00
JO101024	302528	EMPLOYEE ONE TIME PAY	Allen Shefstad	NDSWRA Annual Conference- Alle	\$88.40	\$0.00
JO101024	302529	EMPLOYEE ONE TIME PAY	Austin Berntson	Engine Operator Class	\$88.50	\$0.00
JO101024	302530	EMPLOYEE ONE TIME PAY	Brady Tougas	Engine Class- Brady Tougas	\$88.50	\$0.00
JO101024	302531	EMPLOYEE ONE TIME PAY	Chad Sickles	Tuition Reimburse. Fire Rescue	\$942.30	\$0.00
JO101024	302532	EMPLOYEE ONE TIME PAY	Christina Bullard-Wolf	WASTECON 2024 Conference- Chri	\$296.00	\$0.00
JO101024	302533	EMPLOYEE ONE TIME PAY	Damon Druse	Vanguard CAMA Education	\$59.00	\$0.00
JO101024	302534	EMPLOYEE ONE TIME PAY	Dan Lovelace	Vanguard CAMA Education	\$59.00	\$0.00
JO101024	302535	EMPLOYEE ONE TIME PAY	Dana Summers	ND - IAAI Annual Training Conf	\$147.50	\$0.00
JO101024	302536	EMPLOYEE ONE TIME PAY	David Lakefield	NDLC Annual Conference	\$347.10	\$0.00
JO101024	302537	EMPLOYEE ONE TIME PAY	Dusty Schlecht	Vanguard CAMA Education	\$59.00	\$0.00
JO101024	302538	EMPLOYEE ONE TIME PAY	Dwayne Akin	NDSWRA Annual Conference- Dwain	\$88.40	\$0.00
JO101024	302539	EMPLOYEE ONE TIME PAY	Emily Huettl	College Career Fairs- Emily Hu	\$70.80	\$0.00
JO101024	302540	EMPLOYEE ONE TIME PAY	John Van Dyke	AMPO Conference- John Van Dyke	\$221.00	\$0.00
JO101024	302541	EMPLOYEE ONE TIME PAY	Josh Kraft	NDSWRA Annual Conference- Josh	\$88.40	\$0.00
JO101024	302542	EMPLOYEE ONE TIME PAY	Krystle Foster	Deposit to City Hall - Sept 2	\$47.91	\$0.00
JO101024	302543	EMPLOYEE ONE TIME PAY	Melissa Anderson	Deposit to City Hall - Sept 2	\$40.54	\$0.00
JO101024	302544	EMPLOYEE ONE TIME PAY	Mike Murphy	NDBOA Conference- Mike Murphy	\$372.88	\$0.00
JO101024	302545	EMPLOYEE ONE TIME PAY	Myles Hanson	Engine Class- Myles Hanson	\$88.50	\$0.00
JO101024	302546	EMPLOYEE ONE TIME PAY	Nick Reynolds	WASTECON 2024 Conference- Nick	\$296.00	\$0.00

JO101024	302547	EMPLOYEE ONE TIME PAY	Randi Monley	Randi Monley 2024 Mileage	\$25.26	\$0.00
JO101024	302548	EMPLOYEE ONE TIME PAY	Sheila Maragos	NDAAO Conference	\$155.30	\$0.00
JO101024	302549	EMPLOYEE ONE TIME PAY	Sheila Maragos	Vanguard CAMA Education	\$59.00	\$0.00
JO101024	302550	EMPLOYEE ONE TIME PAY	Tom Joyce	2024 ICMA Conference- Tom Joyc	\$2,587.39	\$0.00
JO101024	302551	EMPLOYEE ONE TIME PAY	Travis Wolf	NDSWRA Annual Conference- Trav	\$88.40	\$0.00
JO101024	302552	ENERBASE		SEPTEMBER 12 2024 FUEL	\$19,244.54	\$0.00
JO101024	302553	FACTORY MOTOR PARTS		FILTER-TRANS; HYDRAULIC FILTER	\$486.06	\$0.00
JO101024	302555	FIRE EQUIPMENT CO.		Annual fire extinguisher inspe	\$601.00	\$0.00
JO101024	302556	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$759.00	\$0.00
JO101024	302557	FLASHPARKING, INC		MONTHLY FEE FOR PARKING TECHNO	\$1,650.00	\$0.00
JO101024	302558	FLEETMIND SOLUTIONS. INC.		FleetMind System for ASL Truck	\$11,381.75	\$0.00
JO101024	302559	FLOW MEASUREMENT AND CONTROL		Flow meter calibrations	\$1,175.00	\$0.00
JO101024	302560	G & P COMMERCIAL SALES		Custodial Supplies	\$504.06	\$0.00
JO101024	302575	GENERAL EQUIPMENT		001; FUEL FILTER	\$224.08	\$0.00
JO101024	302561	GENERAL ONE TIME PAY	Carl Davidson	Rachelle Millard Restitution M	\$50.00	\$0.00
JO101024	302562	GENERAL ONE TIME PAY	Crisis Intervention Training	CIT Course fee for 4 MPD Offic	\$300.00	\$0.00
JO101024	302563	GENERAL ONE TIME PAY	Derrick Nelsen	REFUND PERMIT FEE. PROJECT NEV	\$75.00	\$0.00
JO101024	302564	GENERAL ONE TIME PAY	Kaitlyn Holman	Leequan Ashford Restitution MI	\$10.00	\$0.00
JO101024	302565	GENERAL ONE TIME PAY	LAVAUN MACKEY	Rest NOT bond from Asher Culve	\$25.00	\$0.00
JO101024	302566	GENERAL ONE TIME PAY	Lewis & Clark Elementary School	Payton White Owl Restitution	\$50.00	\$0.00
JO101024	302567	GENERAL ONE TIME PAY	Loaf 'N Jug	Waylon Thomas Restitutio MI-20	\$8.00	\$0.00
JO101024	302568	GENERAL ONE TIME PAY	North Dakota Child Support	VOID AFTER UPDATE 10/14/2024	\$0.00	\$250.00
JO101024	302569	GENERAL ONE TIME PAY	Patrick Schroeder	Shaila Solseth Restitution MI-	\$25.00	\$0.00
JO101024	302570	GENERAL ONE TIME PAY	Rodney B. Neuhalfen	Justin Hoiland Restitution MI-	\$50.00	\$0.00
JO101024	302571	GENERAL ONE TIME PAY	Roger and Monica Reich	Sprinkler damage reimbursement	\$50.00	\$0.00
JO101024	302572	GENERAL ONE TIME PAY	Shirley Asum	Cheyenne Ryan Restitution MI-2	\$20.00	\$0.00
JO101024	302573	GENERAL ONE TIME PAY	Teresa Hunt	Alexander Pittenger Restitutio	\$25.00	\$0.00
JO101024	302574	GENERAL ONE TIME PAY	Wilfred Oberdick	Mileage Reimburse for Jury Dut	\$2.68	\$0.00
JO101024	302576	GENERAL TRADING		009; VERSA CRIMP	\$161.20	\$0.00
JO101024	302577	GILLIG, LLC		016; FRONT AIR BAG FOR EIDORAD	\$180.02	\$0.00
JO101024	302578	GLASS DOCTOR		INSTALL NEW GLASS	\$221.00	\$0.00
JO101024	302580	GRAYMONT WESTERN LIS INC.		Lime	\$112,125.06	\$0.00
JO101024	302581	H.A. THOMPSON & SONS. INC.		Compressor replacement	\$22,140.00	\$0.00
JO101024	302582	HANSON AUTO CRUSHING & TRUCKING		Tire Grinding Spring 2024	\$15,518.10	\$0.00
JO101024	302583	HAWKINS, INC.		fluoride	\$4,823.28	\$0.00
JO101024	302584	HIGH POINT NETWORKS. LLC		eSaaS, ESSM and M365 backup (O	\$2,933.90	\$0.00
JO101024	302585	INTERNATIONAL CITY MANAGEMENT ASSOCIATION DET		City manager pension	\$631.40	\$0.00
JO101024	302586	INTERSTATE BATTERY SYSTEM		--; CORE	\$66.60	\$0.00
JO101024	302587	JESSEN ROOFING, INC.		Fire Station 3 Roof Replacemen	\$124,084.70	\$0.00

JO101024	302579	JOHN DEERE		FILTER-FUEL; FUEL FILTER	\$49.75	\$0.00
JO101024	302588	FINANCIAL		Document Shredding - City Hall	\$91.76	\$0.00
JO101024	302589	KALIX		--; 1-1/4" TO 1" SWIVEL FOR VA	\$654.86	\$0.00
JO101024	302590	KEG TECHNOLOGIES,				
JO101024	302590	INC.		REFUND FOR RG24-0094 PERMIT	\$100.00	\$0.00
JO101024	302591	KEVIN'S PLUMBING &		WA		
JO101024	302591	HEATING		SWITCH; 2 BLADE MOMENTARY	\$39.44	\$0.00
JO101024	302592	KIMBALL MIDWEST		ON T		
JO101024	302592	KIWANIS CLUB OF		Kiwanis Q4 Membership Fee - in	\$150.00	\$0.00
JO101024	302593	MINOT				
JO101024	302593	LANGUAGE LINE		Interpretation Service	\$174.48	\$0.00
JO101024	302594	SERVICES				
JO101024	302594	LEXIPOL, LLC		Wellness App Development	\$3,999.67	\$0.00
JO101024	302595	LITE FORM		Curb Repair 11th ST SE	\$5,400.00	\$0.00
JO101024	302597	CONSTRUCTION, LLC				
JO101024	302597	MACQUEEN		Firearmor Gloves	\$906.37	\$0.00
JO101024	302598	EMERGENCY GROUP				
JO101024	302598	MATTSON		BROADWAY CIRCLE - MATTSON	\$233,007.50	\$0.00
JO101024	302599	CONSTRUCTION		CONS		
JO101024	302599	MED-TECH RESOURCE,		Nitrile Gloves	\$467.54	\$0.00
JO101024	302608	INC.				
JO101024	302608	MELANIE MOORE		Water Plant Foreman Civil Serv	\$85.00	\$0.00
JO101024	302600	MIDWEST TAPE		DVDs & Audiobooks	\$9,942.66	\$0.00
JO101024	302596	MINOT AREA		MACEDC SERVICE AGREEMENT	\$46,637.50	\$0.00
JO101024	302601	CHAMBER EDC		2024		
JO101024	302601	MINOT AUTO		020; BEARING, BEARING; OUTER	\$1,079.06	\$0.00
JO101024	302602	MINOT COMMISSION		W		
JO101024	302602	ON AGING		COMMISSION ON AGING SERVICE	\$12,875.00	\$0.00
JO101024	302603	MINOT EMPLOYEE		AG		
JO101024	302603	DONATIONS		Minot Employee Donations	\$824.71	\$0.00
JO101024	302604	MINOT PARK DISTRICT				
JO101024	302604			Park Dedication Fees - 1715 27	\$1,000.00	\$0.00
JO101024	302606	MOODY'S INVESTORS				
JO101024	302607	SERVICE. INC.		BOND SALE INVOICE	\$14,500.00	\$0.00
JO101024	302607	MOORE ENGINEERING,		4667- Edison SRTS Engineering	\$3,136.25	\$0.00
JO101024	302609	INC.				
JO101024	302609	MOWBRAY & SONS		WORK NOT COMPLETED DUE TO	\$50.00	\$0.00
JO101024	302610	MR. LAWN		3RD		
JO101024	302611	MTI DISTRIBUTING CO.		Late Summer Lawn application -	\$255.00	\$0.00
JO101024	302611			extra parts and replacement fo	\$315.32	\$0.00
JO101024	302612	NAPA AUTO PARTS				
JO101024	302613	NARDINI FIRE		HYDRAULIC; HOSE	\$3,020.53	\$0.00
JO101024	302614	EQUIPMENT		Annual Fire Inspection - Centr	\$608.00	\$0.00
JO101024	302614	ND DEPT OF WATER				
JO101024	302615	RESOURCES		HSPS ELECTRICITY USAGE AUG	\$12,828.40	\$0.00
JO101024	302615	ND FIREFIGHTER'S		202		
JO101024	302616	ASSOCIATION		Annual Dues	\$100.00	\$0.00
JO101024	302616	NDLTAP-UGPTI/ND SU				
JO101024	302617	NORTHERN PLAINS		Skidsteer and Forklift Trainin	\$150.00	\$0.00
JO101024	302618	EQUIPMENT CO.. INC.		001; OIL FILTER	\$367.75	\$0.00
JO101024	302618	NORTHWEST TIRE				
JO101024	302619	AND RETREAD		032; TIRE A39	\$11,467.40	\$0.00
JO101024	302619	NS CORPORATION				
JO101024	302620	O'DAY EQUIP., INC.		Bus Wash Repair Parts	\$117.90	\$0.00
JO101024	302621	OLSON'S TOWING		Replacing broken 3" floating	\$10,434.00	\$0.00
JO101024	302621			Sept Towing - 2006 Honda Accor	\$1,640.50	\$0.00
JO101024	302622	ONE CALL CONCEPTS,				
JO101024	302623	INC.		SEPT 2024 LOCATE TICKETS	\$2,633.05	\$0.00
JO101024	302623	OVERDRIVE		WATER		
JO101024	302554	PARKLAND USA		eBooks and Software Maintenanc	\$5,600.00	\$0.00
JO101024	302624	CORPORATION				
JO101024	302624	PATRIOT FIRE &		UNLEADED	\$48,194.96	\$0.00
JO101024	302501	SAFETY INC				
JO101024	302626	PEC SOLUTIONS LLC		Drain Valve Cable for Unit #23	\$903.50	\$0.00
JO101024	302626	PROCOLLECT				
JO101024	302627	PROTECH		GENETEC SERVER ISSUE	\$1,242.00	\$0.00
JO101024	302628	INTEGRATIONS, LLC		AUG 24 UB PROCOLLECT	\$39.11	\$0.00
JO101024	302628	RAFTELIS FINANCIAL		Fire Alarm Service - PW Quarte	\$303.00	\$0.00
JO101024	302629	CONSULTANTS, INC				
JO101024	302629	REFUND ONE TIME	HAYES, MARK	Minot, ND – Strategic Plan Str	\$10,907.00	\$0.00
JO101024	302629	PAY		UB 82146 1808 27TH	\$23.67	\$0.00

	JO101024	302630	REFUND ONE TIME PAY	JUNG, ANGELA	UB 85308 3468 7TH	\$17.69	\$0.00
	JO101024	302631	REFUND ONE TIME PAY	KELM, ROGER	UB 86290 69 MULBERRY	\$11.36	\$0.00
	JO101024	302632	REFUND ONE TIME PAY	MERCER, BEAU	UB 20372 715 4TH	\$6.12	\$0.00
	JO101024	302633	REFUND ONE TIME PAY	OBRIEN, JOSHUA	UB 3884 427 4TH	\$73.37	\$0.00
	JO101024	302634	REFUND ONE TIME PAY	SMESTAD, LEROY	UB 17056 202 9TH	\$42.33	\$0.00
	JO101024	302635	REFUND ONE TIME PAY	STRACENER, DONAVAN	UB 9518 729 6TH	\$50.00	\$0.00
	JO101024	302636	REFUND ONE TIME PAY	VIGESTED, DYLAN	UB 19564 510 3RD	\$6.12	\$0.00
	JO101024	302637	ROLLKALL TECHNOLOGIES LLC		Subscription to RollKall	\$16.00	\$0.00
	JO101024	302638	SANITATION PRODUCTS		VALVE ASSY; VALVE SLICE	\$1,426.71	\$0.00
	JO101024	302639	SERTOMA CLUB OF MINOT		Sertoma Q3 & Q4	\$250.00	\$0.00
	JO101024	302640	SHERWIN WILLIAMS		airfield paint machine seasona	\$757.04	\$0.00
	JO101024	302641	SIGNS TODAY		"City of Minot" window decals	\$224.80	\$0.00
	JO101024	302642	SOLTIS BUSINESS FORMS CO.		Wearing apparel	\$129.00	\$0.00
	JO101024	302643	SOURIS BASIN PLANNING COUNCIL		SBPC SERVICE AGREEMENT 2024	\$1,666.00	\$0.00
	JO101024	302644	SOURIS RIVER JOINT WATER RESOURCE		3529.8 - MREFPP RURAL STARR	\$885,045.41	\$0.00
	JO101024	302645	SRF CONSULTING GROUP		4753 - 16TH ST INTER REHAB TAS	\$28,966.14	\$0.00
	JO101024	302646	STRATA CORPORATION		4816 - 2024 WATERMAIN	\$310,945.71	\$0.00
	JO101024	302647	SWANSTON EQUIPMENT		REPLACEM 015; GUTTER BROOM FOR	\$3,046.12	\$0.00
	JO101024	302625	COMPANIES THE PENWORTHY		JOHNSTON Children's Books	\$294.97	\$0.00
	JO101024	302648	COMPANY. LLC TIMMONS GROUP		4705 - CITYWORKS AND GIS	\$1,530.00	\$0.00
	JO101024	302649	TRINITY HEALTH		SUPPO Trinity September 2024 Invoice	\$1,370.25	\$0.00
	JO101024	302650	TRINITY MEDICAL GROUP		Trinity Inmate Invoice for ER	\$277.60	\$0.00
	JO101024	302651	TYLER TECHNOLOGIES, INC.		TYLER PAYMENT CC SWIPER/PCI	\$599.00	\$0.00
	JO101024	302652	ULINE		CO Storage Bins	\$22,442.04	\$0.00
	JO101024	302653	UNIFORM CENTER		retirement badge and wallets	\$283.00	\$0.00
	JO101024	302654	UNITED MAILING SERVICE		POSTAGE/SHIPPING	\$5,339.57	\$0.00
	UNUM0924	100006235	UNUM LIFE INSURANCE		SEPTEMBER PREMIUM PAYMENT	\$30,430.75	\$0.00
	JO101024	302655	USA BLUE BOOK		FOR Transducers, lift station degr	\$2,238.23	\$0.00
	JO101024	302656	VAN WINKLE PAINTING		Bell Tower Repair & Painting	\$8,150.00	\$0.00
	JO101024	302657	VERICOM, LLC		Vericom friction calibration	\$325.00	\$0.00
	JO101024	302658	VERIZON CONNECT NWF. INC.		Monthly GPS unit fee(Sept/Oct)	\$1,331.00	\$0.00
	JO101024	302659	VESTIS GROUP, INC.		ARAMARK - FLOOR MAT	\$378.54	\$0.00
	JO101024	302660	VISIT MINOT WALLWORK TRUCK		CLEANING LODGING TAXES COLLECTED	\$53,034.68	\$0.00
	JO101024	302661	CENTER MINOT WESTLIE TRUCK		CLUTCH; THERMOKING A/C	\$1,329.20	\$0.00
	JO101024	302662	CENTER WILO USA, LLC		COMPRES DIAGNOSE DERATE	\$4,866.51	\$0.00
	JO101024	302663	ZACHARY JOHN SHOY		Wilo pump parts	\$5,736.00	\$0.00
10/14/2024	JV101424	302664	EIDE FORD LINCOLN		Install wiring for turbidity m	\$3,982.01	\$0.00
10/15/2024	EM101124	100006237	EMPOWER TRUST COMPANY. LLC.		WCNTF VEHICLE	\$1,625.00	\$0.00
	DC101124	100006236	ND PUBLIC EMPLOYEES		Empower Retirement 10/11/2024	\$31,071.66	\$0.00
			RETIREMENT SYSTEM BANK OF NORTH		Def Comp 10.11.2024	\$13,237.10	\$0.00
10/17/2024	BW101824	143	DAKOTA ADP, INC		MAGIC FUND - Business Accelera	\$33,736.17	\$0.00
10/18/2024	ADP1024	100006266	AAA E		ADP Payroll Services for Septe	\$15,059.91	\$0.00
10/25/2024	JV102524	302665			AAA E Affiliate Membership	\$275.00	\$0.00

JV102524	302666	ADP SCREENING & SELECTION SERVICES		Background Check costs	\$308.00	\$0.00
JV102524	302667	ALL SEASON ARENA		LODGING TAXES COLLECTED	\$7,765.59	\$0.00
JV102524	302668	AMERICAN WELDING & GAS, INC.		Carbon Dioxide	\$4,647.50	\$0.00
JV102524	302669	AQUA-PURE, INC.		Polymer AF3330	\$27,440.16	\$0.00
JV102524	302670	BAKER & TAYLOR BOOKS		Standing Order Book	\$1,177.39	\$0.00
JV102524	302671	BALCO UNIFORM COMPANY, INC.		pants for PCO	\$563.58	\$0.00
JV102524	302672	BECHTOLD PAVING		26.39 Tons Hot Mix Asphalt	\$15,152.00	\$0.00
JV102524	302673	C&R RADIATOR		Spec. TBQ Core	\$3,084.10	\$0.00
JV102524	302674	CAROLINA SOFTWARE		WasteWorks Software Support- 4	\$475.00	\$0.00
JV102524	302675	CDBG ONE-TIME PAY	Agnes Blue	RC-1053 Claim for Rental Assis	\$1,554.50	\$0.00
JV102524	302676	CDBG ONE-TIME PAY	Amanda Somerville & Brenden McCloud	RC-1024 Claim for Rental Assis	\$2,384.55	\$0.00
JV102524	302677	CDBG ONE-TIME PAY	Amber Perry & Nicholas Flowers	RC-1032 Claim for Rental Assis	\$294.00	\$0.00
JV102524	302678	CDBG ONE-TIME PAY	Brittini Madsen & Lucky Madsen Jr.	RC-1023 Claim for Rental Assis	\$1,019.45	\$0.00
JV102524	302679	CDBG ONE-TIME PAY	Creative Property Management	RC-1060 Claim for Rental Assis	\$2,295.00	\$0.00
JV102524	302680	CDBG ONE-TIME PAY	Francine Ayon Arcadia	RC-1055 Claim for Moving & Rel	\$415.00	\$0.00
JV102524	302681	CDBG ONE-TIME PAY	Heidi Squyres and Thomas Crawford	RC-1013 Claim for Rental Assis	\$970.20	\$0.00
JV102524	302682	CDBG ONE-TIME PAY	Jayde Haugrose	RC-1057 Claim for Rental Assis	\$569.91	\$0.00
JV102524	302683	CDBG ONE-TIME PAY	John Cimino	RC-1018 Claim for Rental Assis	\$147.00	\$0.00
JV102524	302684	CDBG ONE-TIME PAY	John Grether & Dawn Grether	RC-1052 Claim for Moving & Rel	\$675.00	\$0.00
JV102524	302685	CDBG ONE-TIME PAY	Kurt & Heather Wallowing-Bull	RC-1056 Claim for Moving & Rel	\$675.00	\$0.00
JV102524	302686	CDBG ONE-TIME PAY	Meadowlark Homes	RC-1053 Claim for Rental Assis	\$1,842.00	\$0.00
JV102524	302687	CDBG ONE-TIME PAY	Meadowlark Homes	RC-1057 Claim for Rental Assis	\$2,131.00	\$0.00
JV102524	302688	CDBG ONE-TIME PAY	Monte Butler	RC-1065 Claim for Rental Assis	\$13,799.00	\$0.00
JV102524	302689	CDBG ONE-TIME PAY	Morgan Gerst & Shannon Meana	RC-1031 Claim for Rental Assis	\$974.40	\$0.00
JV102524	302690	CDBG ONE-TIME PAY	Rayne Marie Olson	RC-1041 Claim for Rental Assis	\$784.50	\$0.00
JV102524	302691	CDBG ONE-TIME PAY	Rayne Marie Olson	RC-1048 Claim for Moving & Rel	\$1,150.00	\$0.00
JV102524	302692	CDBG ONE-TIME PAY	Robin & Peggie Peltier	RC-1062 Claim for Moving & Rel	\$1,150.00	\$0.00
JV102524	302693	CDBG ONE-TIME PAY	Roger Ward Moving & Storage	DOKKEN RELOCATION - INVOICE #4	\$66,408.23	\$0.00
JV102524	302694	CDBG ONE-TIME PAY	Russell Cantrell	RC-1030 Claim for Rental Assis	\$518.82	\$0.00
JV102524	302695	CDBG ONE-TIME PAY	Tara Kenner	RC-1060 Claim for Rental Assis	\$848.25	\$0.00
JV102524	302696	CDBG ONE-TIME PAY	Tim & Gaylene Ryan	RC-1020 Claim for Rental Assis	\$309.27	\$0.00
JV102524	302766	CITY OF MINOT		Riel Allery Restitution MI-202	\$60.00	\$0.00
JV102524	302697	CLARK HILL PLC		LEGAL SERVICES RENDERED AND CO	\$1,170.00	\$0.00
JV102524	302698	CPS, LTD		4241.1 - CELL 7 DESIGN & STORM	\$22,848.68	\$0.00
JV102524	302699	CUMMINS POWER, LLC		Software for Engine Diagnostic	\$840.00	\$0.00
JV102524	302700	CURT'S STARTER & ALT. SERVICE		ASA Regulator	\$1,323.87	\$0.00
JV102524	302701	D & J EQUIPMENT		OIL TANK	\$356.76	\$0.00
JV102524	302702	SALES & SERVICE. DAKOTA FENCE		Contract Withholding: 300655	\$3,743.38	\$0.00
JV102524	302703	DAKOTA FLUID POWER, INC.		HOSE SLEEVE	\$44.80	\$0.00
JV102524	302704	DIG IT UP BACKHOE SERVICE		4817 - 2024 WATERMAIN REPLACEM	\$253,072.84	\$0.00
JV102524	302705	DORSEY & WHITNEY		2024 BOND SALE INVOICE	\$14,500.00	\$0.00
JV102524	302706	DR. ANTHONY TATMAN		Critical Hire	\$25.00	\$0.00
JV102524	302707	ECOLAB PEST ELIMINATION DIVISION		CR - Duplicate payment Pest Co	\$193.87	\$0.00
JV102524	302708	ELECTRIC SERVICE		Add an electrical circuit - No	\$405.00	\$0.00
JV102524	302709	EMERGENCY AUTOMOTIVE TECHNOLOGIES		--; RAY ALLEN PAGER REMOTE	\$350.02	\$0.00
JV102524	302710	EMPLOYEE ONE TIME PAY	Aaron Peterson	Electric Vehicle Fire Suppress	\$54.40	\$0.00
JV102524	302711	EMPLOYEE ONE TIME PAY	Aaron Zabka	Trench Rescue Training- Aaron	\$460.00	\$0.00

JV102524	302712	EMPLOYEE ONE TIME PAY	Christina Bullard-Wolf	Recycling Partnership Pivot Su	\$160.00	\$0.00
JV102524	302713	EMPLOYEE ONE TIME PAY	Delores Falkinburg	Calendars for Office Lamin Pou	\$137.93	\$0.00
JV102524	302714	EMPLOYEE ONE TIME PAY	Jacob Lentz	Electric Vehicle Fire Suppress	\$54.40	\$0.00
JV102524	302715	EMPLOYEE ONE TIME PAY	Jameson Hayden	Electric Vehicle Fire Suppress	\$54.40	\$0.00
JV102524	302716	EMPLOYEE ONE TIME PAY	Jason Babinchak	Electric Vehicle Fire Suppress	\$54.40	\$0.00
JV102524	302717	EMPLOYEE ONE TIME PAY	Jeremy Croxall	Electric Vehicle Fire Suppress	\$54.40	\$0.00
JV102524	302718	EMPLOYEE ONE TIME PAY	Jessica Long	Allegiant Airports Conference-	\$207.00	\$0.00
JV102524	302719	EMPLOYEE ONE TIME PAY	Josh Kraft	Recycling Partnership Pivot Su	\$160.00	\$0.00
JV102524	302720	EMPLOYEE ONE TIME PAY	Justice Brown	C.O.P.S Retreat- Justice Brown	\$460.75	\$0.00
JV102524	302721	EMPLOYEE ONE TIME PAY	Kerry Schriock	Trench Rescue Training- Kerry	\$460.00	\$0.00
JV102524	302722	EMPLOYEE ONE TIME PAY	Maria Romanick	GLC AAAE Airports Conference-	\$102.70	\$0.00
JV102524	302723	EMPLOYEE ONE TIME PAY	Michael Ross	Trench Rescue Training- Michae	\$460.00	\$0.00
JV102524	302724	EMPLOYEE ONE TIME PAY	Randi Monley	Randi Monley 2024 Mileage	\$64.52	\$0.00
JV102524	302725	EMPLOYEE ONE TIME PAY	Rondel Roteliuk	Menarde/NAPA, Public Works, Re	\$46.23	\$0.00
JV102524	302726	ENERBASE		Fuel 34.495	\$10,304.75	\$0.00
JV102524	302727	FACTORY MOTOR PARTS		001; AIR FILTER 6891/88891/P5	\$234.20	\$0.00
JV102524	302729	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$748.00	\$0.00
JV102524	302730	FLEETMIND SOLUTIONS. INC.		October Fleetmind Software Agr	\$2,120.01	\$0.00
JV102524	302731	GALE		Large Print Books	\$1,010.21	\$0.00
JV102524	302732	GEFROH ELECTRIC		jet bridge 5 motion sensor (3w	\$790.00	\$0.00
JV102524	302733	GENERAL ONE TIME PAY	BC/BS	Sharla Cordova Restitution MI-	\$20.00	\$0.00
JV102524	302734	GENERAL ONE TIME PAY	Dr. Jaime L Haaland	Payment for Glasses Lost by Of	\$525.00	\$0.00
JV102524	302735	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steier Restitution MI-20	\$25.00	\$0.00
JV102524	302736	GENERAL ONE TIME PAY	North Dakota Child Support	Tracy Reimche Restitution MI-2	\$25.00	\$0.00
JV102524	302737	GENERAL ONE TIME PAY	Riley W. Syverson	Kyle Riley Restitution MI-2016	\$25.00	\$0.00
JV102524	302738	GENERAL ONE TIME PAY	Ron & Connie Lowman	RHC# 21492 (2) cemetery lot ba	\$1,200.00	\$0.00
JV102524	302739	GENERAL ONE TIME PAY	Sharon Parsley	911 23RD ST NW Deposit Refund	\$10.00	\$0.00
JV102524	302740	GENERAL ONE TIME PAY	Sierra Inn	Kevin Conti Restitution MI-201	\$10.00	\$0.00
JV102524	302741	GENERAL TRADING		009; 3/4 X 16 JIC 37* SWIVEL F	\$120.80	\$0.00
JV102524	302742	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$271.32	\$0.00
JV102524	302743	GILLIG, LLC		MOTOR; 24V MIRROR MOTOR	\$229.77	\$0.00
JV102524	302744	GOETTLE LAW, PLLC		October Legal Retainer	\$3,500.00	\$0.00
JV102524	302745	GRAINGER		COVER; HYDRAULIC HOSE	\$168.94	\$0.00
JV102524	302746	HAWKINS, INC.		PROTECTO fluoride	\$19,311.39	\$0.00
JV102524	302747	HIGH POINT NETWORKS. LLC		IT MFA Licensing - 10/5/24 to	\$576.00	\$0.00
JV102524	302748	HOUSTON ENGINEERING. INC.		UTILITY RATE MODEL	\$94,202.25	\$0.00
JV102524	302749	INFORMATION TECHNOLOGY DEPARTMENT		DEVELOPMENT VPN/MFA/STATE NET FIBER Sep 24	\$3,200.60	\$0.00
JV102524	302750	INTERNATIONAL CITY MANAGEMENT		City manager pension	\$624.56	\$0.00
JV102524	302751	ASSOCIATION PET INTERSTATE BATTERY SYSTEM		--; CORE	\$215.92	\$0.00
JV102524	302752	JESSE BRAUN ELECTRIC. LLC		Electrician Service Call - FH	\$425.00	\$0.00
JV102524	302753	JOHNSON CONTROLS		Trouble shooting	\$1,397.60	\$0.00

JV102524	302754	KEVIN'S PLUMBING & HEATING		Refund for RP24-00436 210 1th	\$100.00	\$0.00
JV102524	302755	KIMBALL MASONRY LLC		concrete repairs 1713 Woodland	\$1,100.00	\$0.00
JV102524	302756	LEXIPOL, LLC		Grant Writing Services for Saf	\$4,800.00	\$0.00
JV102524	302757	LUMACUVE AIRFIELD SIGNS		airfield sign panel tracks air	\$337.74	\$0.00
JV102524	302758	MATTERN, RAY		EXP#000034	\$45.92	\$0.00
JV102524	302759	MIDWEST TAPE		Children's Movies	\$124.41	\$0.00
JV102524	302760	MINOT AREA COUNCIL OF THE ARTS, INC		MINOT AREA COUNCIL OF THE ARTS	\$3,333.33	\$0.00
JV102524	302761	MINOT AUTO		003; FRONT BRAKE ROTORS	\$734.26	\$0.00
JV102524	302762	MINOT DAILY NEWS		MOSQUITO SPRAYING AD	\$744.90	\$0.00
JV102524	302763	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$797.90	\$0.00
JV102524	302764	MINOT FIRE RELIEF ASSOCIATION		1/2 Fire Premium Tax	\$308,874.03	\$0.00
JV102524	302765	MINOT PARK DISTRICT		October 2024 State Aid paid to	\$63,547.55	\$0.00
JV102524	302767	MOWBRAY & SONS		Sewer Repair	\$1,426.20	\$0.00
JV102524	302768	MR. LAWN		FERTILIZERS AND SOIL CONDITION	\$80.00	\$0.00
JV102524	302769	MVTL LABORATORIES		Lab result from MVTL for SWPPP	\$274.00	\$0.00
JV102524	302770	NAPA AUTO PARTS		001; HYDRAULIC FILTER/POWER ST	\$1,799.90	\$0.00
JV102524	302771	NARDINI FIRE EQUIPMENT		Fire Suppression System Inspec	\$858.00	\$0.00
JV102524	302772	ND DEPARTMENT OF EMERGENCY SERVICES		Quarterly Terminal Fees	\$3,600.00	\$0.00
JV102524	302773	ND DEPT OF ENVIRONMENTAL QUALITY		Fluoride Testing	\$20.39	\$0.00
JV102524	302774	ND FIREFIGHTER'S ASSOCIATION		Fundamentals of Firefighting B	\$213.44	\$0.00
JV102524	302775	ND FRATERNAL ORDER OF POLICE		Police Union Due's/ Legal Defe	\$661.50	\$0.00
JV102524	302776	ND FRATERNAL ORDER OF POLICE		Police Union Due's/ Legal Defe	\$661.50	\$0.00
JV102524	302777	ND WATER USERS ASSN.		2024 ND WATER CONVENTION & IRR	\$310.00	\$0.00
JV102524	302778	NEW VISION SECURITY, LLC		Fire Monitoring Panel Service	\$750.00	\$0.00
JV102524	302779	NORTHERN TESTING		Controlled Substance Testing	\$1,395.00	\$0.00
JV102524	302780	NORTHWEST TIRE AND RETREAD		032; TIRE C53	\$12,090.72	\$0.00
JV102524	302781	OVERHEAD DOOR CO.		Repair Garage Door at Station	\$379.00	\$0.00
JV102524	302782	OF MINOT PARKLAND USA CORPORATION		008; DIESEL EXHAUST FLUID	\$30,435.01	\$0.00
JV102524	302782	PATRIOT FIRE & SAFETY INC		009; 3" NPT SS KING NIPPLE	\$2,089.33	\$0.00
JV102524	302783	PBBS EQUIPMENT CORP		GASKET; HAND HOLE GASKET	\$83.20	\$0.00
JV102524	302784	PFM FINANCIAL ADVISORS LLC		2024 BOND SALE INVOICE	\$14,493.25	\$0.00
JV102524	302806	PHIL SCHULTZ		BOOKKEEPING INVOICE - SEPTEMBER	\$689.00	\$0.00
JV102524	302785	PITNEY BOWES, INC.		2024 Postage	\$3,000.00	\$0.00
JV102524	302818	POSTMASTER		REPLENISH POSTAGE DUE ACCT/955	\$500.00	\$0.00
JV102524	302786	PROCOLLECT		SEPTEMBER UB PROCOLLECT	\$1,721.40	\$0.00
JV102524	302787	PROTECH		Security Camera System Service	\$95.00	\$0.00
JV102524	302788	INTEGRATIONS, LLC		OCTOBER IDI PAYMENT	\$1,803.00	\$0.00
JV102524	302789	PROVIDENT LIFE & ACC INS CO				
JV102524	302789	RALPH'S PLUMBING		Plumber Services - City Hall	\$588.73	\$0.00
JV102524	302790	REFUND ONE TIME PAY	42 REAL ESTATE, LLC	MS	\$1,676.50	\$0.00
JV102524	302791	REFUND ONE TIME PAY	BECK, JEFF	UB 4938 504 12TH	\$153.05	\$0.00
JV102524	302792	REFUND ONE TIME PAY	BROGUE, CRISTINA	UB 20642 209 14TH	\$11.40	\$0.00
JV102524	302793	REFUND ONE TIME PAY	CASTRO, EMIL	UB 200077 102 MULBERRY	\$35.95	\$0.00

JV102524	302794	REFUND ONE TIME PAY	CREATIVE PROPERTY	UB 11488 1541 6TH	\$52.65	\$0.00
JV102524	302795	REFUND ONE TIME PAY	GAGNIER, MARIE	UB 80972 3417 15TH	\$9.57	\$0.00
JV102524	302796	REFUND ONE TIME PAY	IPM	UB 1580 2004 4TH	\$52.65	\$0.00
JV102524	302797	REFUND ONE TIME PAY	IPM	UB 84540 2348 14TH	\$33.43	\$0.00
JV102524	302798	REFUND ONE TIME PAY	KEENE, KENNETH	UB 81628 1315 37TH	\$11.98	\$0.00
JV102524	302799	REFUND ONE TIME PAY	RAMSHEAD, JEREMIAH	UB 18630 2 GREENWAY	\$13.57	\$0.00
JV102524	302800	REFUND ONE TIME PAY	SMITH, CARLA	UB 23976 908 26 1/2	\$156.35	\$0.00
JV102524	302801	REFUND ONE TIME PAY	ZAK, ROBERT	UB 20782 606 19TH	\$29.58	\$0.00
JV102524	302802	REFUND ONE TIME PAY	ZAUGG, RAYNA	UB 94350 5320 15TH	\$28.94	\$0.00
JV102524	302803	RHI SUPPLY		BASE; WATER LEVEL SENSOR AND H	\$481.56	\$0.00
JV102524	302804	SANITATION PRODUCTS		BEARING; BEARING/BUSHING	\$630.38	\$0.00
JV102524	302805	SCHAEFER SYSTEMS		95-Gallon Waste Carts (Qty 427	\$29,893.75	\$0.00
JV102524	302807	INTERNATIONAL SHORT ELLIOTT		SEH FINAL DESIGN TXY C/C3	\$172,685.00	\$0.00
JV102524	302808	HENDRICKSON, INC. SOURIS BASIN		RECO Annual payment to Souris Basin	\$33,000.00	\$0.00
JV102524	302809	TRANSPORTATION SOURIS VALLEY		Police Union Annual Lodge Due'	\$3,637.50	\$0.00
JV102524	302810	REGIONAL LODGE 7 STREICHER'S		2024 SWAT Less Lethal Purchase	\$4,999.67	\$0.00
JV102524	302811	SWANSTON EQUIPMENT		2024 Small Articulated Loader	\$23,525.05	\$0.00
JV102524	302812	COMPANIES THOMSON REUTERS- WEST PAYMENT		September 2024 Subscription	\$387.00	\$0.00
JV102524	302813	CENTED TNT REAL ESTATE, LLLP		2024 Street Improvements- Perm	\$37,282.75	\$0.00
JV102524	302814	TYLER TECHNOLOGIES, INC.		TYLER PAYMENT CC SWIPER/PCI CO	\$8,985.00	\$0.00
JV102524	302815	U.S. POST OFFICE		UB BULK MAIL CHECK - RETURN TO	\$5,000.00	\$0.00
JV102524	302816	UNITED MAILING SERVICE		POSTAGE/SHIPPING	\$352.06	\$0.00
JV102524	302817	USDA		Beaver removal services	\$820.30	\$0.00
JV102524	302819	VANGUARD APPRAISALS		SERVICE FEES	\$19,025.00	\$0.00
JV102524	302820	VESTIS GROUP, INC.		ARAMARK - FLOOR MAT CLEANING	\$252.36	\$0.00
JV102524	302821	VISIT MINOT		October 2024 Motor Vehicle Tax	\$19,874.80	\$0.00
JV102524	302822	WALLWORK TRUCK CENTER MINOT		003; SLACK ADJUSTER	\$190.80	\$0.00
JV102524	302823	WARD COUNTY AUDITOR		August 2024 Inmate Invoice - W	\$6,075.00	\$0.00
Total					\$8,318,204.31	\$250.00



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: November 4, 2024

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

I. RECOMMENDED ACTION

It is recommended City Council approve the extension of the contract and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot awarded Dig It Up Backhoe Services a contract for the structure demolition and site restoration of the structure located at 309 1st Ave SE Minot, ND 58701. The date of the contract was set to expire on September 30, 2024. There was a delay in the relocation of vehicles and materials from the building. The lowest bidder, Dig it Up Backhoe Services, submitted a bid of \$32,400, which was \$24,600 lower than the engineer's estimate of \$57,000.

B. Proposed Project

The land where the structure currently sits is needed to continue the development of flood protection. Dig It Up Backhoe Services will demolish and remove the structure and restore the site so it is suitable for flood construction.

C. Recommendation Detail

The new date for this to be completed is no later than November 30, 2024. There is no change to the dollar amount being paid for demolition and site restoration.

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:

Continues to focus on the flood protection project

C. Fiscal Impact

Project Costs

The contract awarded was \$32,400.

Project Funding

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

VI. ALTERNATIVES

Council can reject the extension and re-bid the contract. This would delay the demolition and new bids could be submitted higher than the original bid.



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

October 17, 2024

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

Subject: 309 1st Ave NE Structure Demolition and Site Restoration Project #3755.22
Minot, North Dakota
CDM Smith PN: 117508-114629
Change Order No. 2

Dear Mr. Plank:

Attached please find Change Order No. 2 for a contract extension for the above-mentioned project.

The agreement for this project was executed on June 3, 2024, while the property was still occupied by the City of Minot. The property was anticipated to be vacated in early June which would allow the contractor to complete the project by the original contract end date of June 30, 2024. Change Order 1 extended the contract through September 30, 2024. The property was vacated in September but there was not time to start and complete the demolition prior to the contract end date. Due to the property not being able to be demolished by the contract end date, an additional 61 days should be added to the contract time so the contractor can start and complete the project. With this change order, the new contract end date for Dig It Up Backhoe Service will be November 30, 2024. All other terms and conditions of the original contract are to remain valid and enforceable.

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

Sincerely,

A handwritten signature in blue ink that reads "Justin Redding".

Justin Redding
CDM Smith Inc.

cc: Field Copy
Attachment



CHANGE ORDER

No. Two

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

DATE OF ISSUANCE: October 17, 2024

CONTRACTOR: Dig It Up Backhoe Services, Inc

CONTRACT FOR: City of Minot

ENGINEER: CDM Smith Inc.

ENGINEER's Project No. 117508-114629

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

Description: A contract extension of 61 days to the current contract duration.

Purpose of Change Order: This change order is for a time extension of 61 days and is necessary so that the contractor can complete all required work by November 30, 2024.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price

Original Contract Time

\$ 32,400.00

27
days

Previous Change Orders

Net change from Change Orders

\$ 0

92
days

Contract Price Prior to this Change Order

Contract Time Prior to this Change Order

\$ 32,400.00

119
days

Net Increase of this Change Order

\$ 0

Net Increase of this Change Order

61
days

Contract Price with all approved Change Orders

\$ 32,400.00

Contract Time with all approved Change Orders

180
days

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

RECOMMENDED:

by 
Engineer

10-17-2024

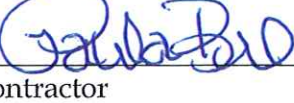
Date

APPROVED:

by _____
Owner

Date

APPROVED:

by 
Contractor

10-17-24

Date



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 4, 2024

SUBJECT: AMENDMENT: MYLA PROPERTY LLC. IRREVOCABLE LETTER OF CREDIT

I. RECOMMENDED ACTION

It is recommended City Council approve the amendment to Myla Property, LLC. Irrevocable Letter of Credit and authorize the Mayor to sign the document extending the term of the Letter of Credit as shown 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

Myla Property LLC. owner and developer of the Popeye's restaurant located at 300 28th Ave Sw submitted an irrevocable line of credit letter as a guarantee for landscaping development standards requirements. The letter has since expired and needs to be amended with a new expiration date of May 1, 2025. All other terms and conditions of the letter of credit will remain unchanged.

B. Proposed Project

N/A

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Safe and Welcoming - Landscaping enhances commercial properties.

B. Service/Delivery Impact:

By protecting the rights of adjacent property owners, the City of Minot shows that it takes code infractions seriously.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council can approve the amendment and authorize the Mayor to sign on behalf of the City of Minot or reject the amendment and allow the Letter of Credit to expire.



October 21, 2024

City of Minot

515 2nd Ave E

Minot, ND 58701

AMENDMENT (2)

Re: Irrevocable Letter of Credit No. 10023

Current Amount: U.S. \$15,000.00

1. For the account of Myla Property LLC we hereby extend the Letter of Credit Expiration Date from 10/31/2024 to 5/1/2025.
2. Except as specifically provided in the paragraph (1) above, all other terms and conditions of the Letter of Credit remain unchanged and in full force and effect.
3. This Amendment (2) is an integral part of the Original Letter of Credit dated March 22, 2024.

Dakota Community Bank & Trust, N.A.,

By:

Jason Hopfauf, President

Approved () Rejected ()

Beneficiary Name: City of Minot

By: _____

Today's Date: _____



TO: Mayor Ross
Members of the City Council

FROM: Lisa Jundt, Human Resource Director

DATE: November 4, 2024

SUBJECT: RESOLUTION AUTHORIZING PARTICIPATION IN NDPERS PUBLIC SAFETY RETIREMENT PLAN

I. RECOMMENDED ACTION

It is recommended City Council approve the resolution authorizing participation in the NDPERS Public Safety Retirement Plan; and further, allow the Mayor to sign the resolution on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

During the 2025 Budget approval process, the City Council approved participation in the North Dakota Public Employees Retirement System (NDPERS) Public Safety Retirement Plan. This defined benefit retirement plan is available to eligible police and fire personnel and allows for an earlier retirement age than the current NDPERS Main Defined Benefit Plan. As part of the City's participation and enrollment process, NDPERS requires the City Council to adopt a resolution defining the terms and effective participation date of the plan.

B. Proposed Project

Participation in the NDPERS Public Safety Retirement plan will be effective January 1, 2025. The enrollment process for eligible police and fire employees is scheduled to begin during the benefit open enrollment period of October 30, 2024, through November 22, 2024.

C. Recommendation Detail

Participation in the NDPERS Public Safety Retirement Plan has already been approved by Council. The resolution is a formality required by NDPERS as outlined in NDCC 54-52-02.01.

IV. IMPACT

A. Aspirations

Participation in the NDPERS Public Safety Retirement Plan aligns with City's Aspiration of Safe and Welcoming. Recruitment and retention of public safety staff are an important factor in providing safety for the residents of Minot.

B. Service/Delivery Impact:

Recruitment and retention of police and fire staff is needed to ensure the City provides necessary safety services for Minot citizens.

C. Fiscal Impact

Fiscal Impact information was already provided in the 2025 budget and was broken down by police and fire departments.

VI. ALTERNATIVES

This has already been approved in the 2025 Budget so there is no other alternative.

**EMPLOYER PARTICIPATION AGREEMENT
IN THE
NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM
PUBLIC SAFETY RETIREMENT PLAN**

This agreement is entered into pursuant to Section 54-52-02.1 of the North Dakota Century Code by and between CITY OF MINOT 200092, North Dakota, as authorized by the resolution hereto attached and the NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM (NDPERS) as authorized by the Retirement Board through its chairman and executive director and shall be effective on January 1, 2025.

Whereas, a referendum has been held of the eligible peace officers, correctional officers, and firefighters of CITY OF MINOT, North Dakota, pursuant to Chapter 54-52-02.2 of the North Dakota Century Code, and a majority of such eligible employees have voted in favor of participation in the Retirement System and CITY OF MINOT has determined that this agreement should be entered into; and

Whereas, the North Dakota Public Employees Retirement Board agrees to extend the benefits of the Public Employees Retirement System to eligible employees of CITY OF MINOT;

Now, therefore, it is agreed and understood that:

1. All of the provisions of Chapter 54-52 of the North Dakota Century Code and the current or later amended rules of the Retirement Board shall apply with regard to benefits, contributions and administration of the system.
2. The employee contribution rate has been actuarially determined to be as percentage of "wages" and "salaries" as defined in Section 54-52-01 of the North Dakota Century Code for those eligible employees employed at the date of this agreement and for those eligible employees whose date of employment is after the effective date.
3. The employer contribution rate shall be a percentage of "wages" and "salaries" for all eligible employees as defined in Sections 54-52-01 of the North Dakota Century Code, which specific percentage shall be determined by the retirement board. (Ref. N.D.C.C. 54-52-06 and 54-52.1-03.2.)
4. Eligible employees who are employed by CITY OF MINOT at the time this agreement is entered into have the option of not participating in the Public Employees Retirement System. Eligible employees who waive participation in the Public Employees Retirement System may not have their pay increased as a result of that waiver, which determination shall be made by the retirement board in its sole discretion, and any violation of this requirement will constitute a breach of this agreement.
5. All eligible employees hired by CITY OF MINOT on or after January 1, 2025, must participate in the Public Employees Retirement System.

6. Should CITY OF MINOT wish to terminate membership with the Public Employees Retirement System, it shall do so only after:
 - (a) Submitting a request in writing to the Retirement Board at least sixty (60) days prior to the requested date of withdrawal; and
 - (b) Complying with Section 54-52-02.1 of the North Dakota Century Code and the Rules of the Retirement Board found in the North Dakota Administrative Code 71-02-08-02 regarding withdrawal from the system.
7. This Agreement may be amended in writing by mutual agreement of both parties.
8. If the CITY OF MINOT fails to perform according to its statutory participation requirements and the terms of this agreement, the NDPERS Board may terminate the CITY OF MINOT's enrollment in NDPERS. The termination shall be performed pursuant to the withdrawal procedures outlined in N.D.C.C. Chapter 54-52.

Executed at Minot, North Dakota, this 04 day of November, 2025.

CITY OF MINOT

By _____

By _____

Executed at Bismarck, North Dakota, this ____ day of _____, 20____.

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT

By _____
Executive Director



TO: Mayor Ross
Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: November 4, 2024

SUBJECT: 2025 WATER & WASTEWATER CHEMICALS - AWARD OF BID (4232)

I. RECOMMENDED ACTION

It is recommended City Council award the bid to the following suppliers for water and wastewater treatment chemicals as follows:

- Chlorine awarded to Hawkins Water Treatment for \$2,075.00/ton
- Ammonium sulfate awarded to Hawkins Water Treatment for \$0.44/lb
- Calcium nitrate solution awarded to Pencco, Inc. for \$4.24/gallon
- Lime awarded to Graymont for an additional year for \$224.10/ton
- Carbon Dioxide awarded to AWG for \$239/ton

II DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

II DESCRIPTION

I.

A. Background

On October 22, 2024, the Utilities Department opened bids for chemicals at the Minot Water Treatment Plant and Wastewater Department for 2025. Results of the bid opening are tabulated below:

Bidder	Carbon Dioxide (ton)	Chlorine (ton)	Calcium Nitrate (gal)	Ammonium Sulfate (lb)	Quiklime (ton)
2024 Low Bids	\$ 250.00	\$ 2,075.00	\$ 4.35	\$ 0.51	\$ 212.35
Pete Lien and Sons, Inc.					\$ 396.00
Hawkins Water Treatment		\$ 2,075.00	\$ 4.37	\$ 0.44	
Thatcher Company Inc.		\$ 2,500.00	\$ 4.32	\$ 0.51	
Pencco, Inc.			\$ 4.24		
American Welding & Gas	\$ 239.00				
Graymont					\$ 224.10

Lime was awarded in 2022 with an option to extend for up to two additional one-year

terms. Award in 2025 would exercise the second one-year extension for \$224.10/ton.

B. Proposed Project

Products are bid out each year for use at the Minot Water Treatment Plant for softening and treating the water as well as the Wastewater Department for odor control.

C. Recommendation Detail

N/A

I IMPACT

V

.

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

N/A

Project Funding

Funding in the amount of \$2,012,380 was included in the 2025 Water Treatment budget and \$353,000 in the 2025 Sewage Pumping budget

V ALTERNATIVES

I.

N/A



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: November 4, 2024

**SUBJECT: SWANSON & WARCUP, LTD EMINENT DOMAIN CONTRACT
EXTENSION/AMENDMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the two Swanson & Warcup, LTD contract extensions/amendments and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City entered into a contract with Swanson & Warcup, Ltd to assist with eminent domain cases in July 2017. This contract involves eminent domain cases identified before September 2021. Contractual agreements only allow the contract to be amended a certain number of times. During any amendment period, new eminent domain cases identified before September 2021, would be included. The contract amendment allows Swanson and Warcup, Ltd. to continue to provide guidance in these cases before September 2021.

In September 2021, the City entered into a new contract for Swanson & Warcup, Ltd to provide guidance in eminent domain cases identified after September 2021. The second extension will allow Swanson & Warcup, Ltd to continue to work on these cases. This contract was a result of the clause in the previous contract limiting the number of times a contract could be extended or amended.

B. Proposed Project

The city requires an attorney skilled at eminent domain proceedings to ensure properties needed to support flood control occur in a timely manner. The city attorney's workload capacity is not sufficient to support eminent domain cases.

C. Recommended Action

It is recommended City Council approve the two contract extensions/amendments for Swanson & Warcup, Ltd to continue their efforts on

the City's eminent domain proceedings. The extensions would be for a term beginning October 1, 2024 and ending September 30, 2025. These agreements are currently funded using a Department of Water Resources grant.

IV. IMPACT

A. Aspirations

Approving the recommended action would meet the Council's aspiration of being resilient and prepared.

B. Service/Delivery Impact:

Continuous eminent domain service coverage is important to ensure property acquisitions proceed in a timely manner. Failure to do so may cause delays in flood projects. NDR staff work cooperatively with members of the SRJB administration and Public Works Utilities Director, Jason Sorenson, to ensure property acquisitions are completed and demolished prior to the construction of any flood control improvements.

C. Fiscal Impact

These services are billed on an hourly rate during the duration of the eminent domain case.

41094000-57100 (Land)

Project Funding

Eminent domain services are eligible for reimbursement under the Department of Water Resources grant for floodway property acquisitions.

VI. ALTERNATIVES

Alt 1 – City Council could deny the extensions and let the existing contracts lapse and place an RFP for services. Risk in continuity of case knowledge would not be effectively transferred and the city's position may become degraded and processes delayed as new attorneys are brought on board to continue existing cases. For historical purposes, Swanson & Warcup, Ltd., was the only firm to bid on the last RFP, so cutting them out may be risky. Additional costs may be associated to get a new attorney up to speed on current case load.

Alt 2 – City Council can approve contract extension and deny RFP use for new services. This will continue all eminent domain proceedings with Swanson & Warcup, Ltd. Risk is missing out on an opportunity to evaluate and possibly select other potential service providers.

Alt 3 – City Council can choose to do nothing and let the existing contract lapse with no mechanism to procure eminent domain legal services. Risk is that during the acquisition process, the city will come to appoint in negotiations where eminent domain services need to be used, however there is limited/no

means to conduct it by city staff. Failed negotiations with property owners may end up delaying the construction of flood control structures.



**THIRD AMENDMENT TO EMINENT DOMAIN LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF MINOT, NORTH DAKOTA AND SWANSON AND
WARCUP, LTD, GRAND FORKS, NORTH DAKOTA**

WHEREAS, the parties entered into a Contract for the Provision of Eminent Domain Legal Services between the City of Minot, North Dakota and Swanson & Warcup, Ltd., Grand Forks, North Dakota effective July 1, 2017 and ending June 30, 2018 (hereinafter the "Agreement");

WHEREAS, pursuant to Section 13 of the Agreement, the City of Minot had the option to renew the Agreement for two additional twelve-month periods upon the same terms and conditions, except pricing, which shall be agreed by the parties at the time of renewal or extension;

WHEREAS, the parties agreed to amend and extend the Agreement for three twelve-month periods;

WHEREAS, the parties agreed to amend and extend the Agreement for two additional twelve-month periods so that Swanson & Warcup could continue to work on pending matters that were authorized and assigned under this contract prior to June 30, 2021 and the extensions would allow for continuity and consistence in delivery of the services set forth in the Agreement;

WHEREAS, the City now desires to amend and extend the Agreement for one additional twelve-month period to maintain continuity and consistency in delivery of services and to allow Swanson & Warcup to continue to work towards completing all currently pending work that was authorized and assigned to them prior to June 30, 2021;

WHEREAS, the parties desire to extend this Agreement for one additional twelve-month period upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement shall be extended for one additional twelve-month period commencing October 1, 2024 (Amendment Effective Date) and terminating September 30, 2025.
2. Swanson & Warcup, Ltd. shall continue to provide services to or on behalf of the City of Minot, North Dakota as summarized in Exhibit "A" to the Agreement but the work shall be limited to matters authorized and assigned to Swanson & Warcup, Ltd. prior to June 30, 2021.
3. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.



**SECOND EXTENSION OF EMINENT DOMAIN LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF MINOT, NORTH DAKOTA AND SWANSON AND
WARCUP, LTD, GRAND FORKS, NORTH DAKOTA**

WHEREAS, the parties entered into a Contract for the Provision of Eminent Domain Legal Services between the City of Minot, North Dakota and Swanson & Warcup, Ltd., Grand Forks, North Dakota effective September 21, 2021 and ending September 30, 2023 (hereinafter the "Agreement");

WHEREAS, pursuant to Section 13 of the Agreement, the City of Minot had the option to renew the Agreement for two additional twelve-month periods upon the same terms and conditions, except pricing, which shall be agreed by the parties at the time of renewal or extension;

WHEREAS, the City of Minot extended the Agreement for one additional twelve-month period commencing October 1, 2023 and terminating September 30, 2024 (hereinafter the "First Extension"); and

WHEREAS, the City now desires to renew and extend the Agreement upon the terms and conditions set forth herein for a second twelve-month period to maintain continuity and consistency in delivery of services and to allow Swanson & Warcup to continue to work towards completing all currently pending work that was authorized and assigned to them prior to September 30, 2023;

NOW, THEREFORE, the parties agree as follows:

1. The Agreement shall be extended for one additional twelve-month period commencing October 1, 2024 (Contract Extension Effective Date) and terminating September 30, 2025.
2. Swanson & Warcup, Ltd. shall continue to provide services to or on behalf of the City of Minot, North Dakota as summarized in Exhibit "A" to the Agreement but the work shall be limited to matters authorized and assigned to Swanson & Warcup, Ltd. after September 21, 2021.
3. Fee schedule for work completed during this extension shall be as shown on Exhibit B to the First Extension.
4. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Extension to the Agreement effective as of the Contract Extension Effective Date.



TO: Mayor Ross
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: November 4, 2024

**SUBJECT: CITY OF MINOT BANKING REQUEST FOR PROPOSALS (RFP)
AWARD TO BREMER BANK**

I. RECOMMENDED ACTION

- 1. It is recommended City Council designate Bremer Bank as the City's main depository institution and allow for the City's daily accounts to start transitioning over to Bremer in preparation for the January 1, 2025 start date;**
- 2. Approve for the authorized bank signors to proceed with establishing the new accounts, the Mayor, Finance Director, and City Treasurer; and**
- 3. Approve the Finance Director to negotiate a contract with Bremer Bank and for all authorized signors to sign any applicable documents.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In August of this year the City issued a request for proposals for banking services for the City's main depository institution, the last RFP for a banking institution was done in the mid-2000's. A total of 7 banks responded to the proposal, there were several factors that the panel reviewed including completeness of proposal, comprehensive services provided, public sector experience and resources, strength and stability, fee structure and costs, cost of transition, service enhancements, the assigned relationship team, and any other factors.

B. Proposed Project

The City placed the proposal looking for banks that utilized technologies that

would allow for more efficient processing of receivables and payables. With the ERP system the City uses there are options to streamline and make processes more efficient and less manual.

C. Recommendation Detail

A total of 7 banks responded, the panel chose to interview 4 and after the interview it was elected for a panel of individuals in the Finance department to set up bank demonstrations with two of the banks. The interviews and demonstrations ended with Bremer having the higher overall score.

IV. IMPACT

A. Aspirations

These agreements achieve all of the City Council Aspirations: Resilient and Prepared. It allows for the City to leverage the current technology available in the City's ERP system while making sure the costs and rate of returns stay competitive for the City.

B. Service/Delivery Impact:

The transition of daily bank transactions to Bremer will allow the City to utilize technology that will allow deposits and payables to be receipted and paid more seamlessly and allowing the City to leverage the technology that is available.

C. Fiscal Impact

Project Costs

The initial implementation has no cost to the City, Bremer has agreed to waive all fees through December 2025, providing a minimum balance of \$1,500,000 is held in the account at all times. This will allow for a true analysis of City account transactions.

Project Funding

Not applicable, any charges if occurred would fall within Finance, 10018000-45950.

VI. ALTERNATIVES

The City could choose to not move forward with changing banks and continue their banking relationship with First Western Bank & Trust.

To: Dave Lakefield, Minot Finance Director & Melody Shelkey, Treasurer
Fr: Chris Schilken, Bremer Bank Minot Market Leader & Dan Miller, Bremer Bank Government Banking
Date: 10/24/2024
Subject: City of Minot Banking Services RFP

Dave and Melody,

Thank you for the opportunity to be the City of Minot's banking partner! We look forward to working with you shoulder to shoulder to leverage Bremer Bank's technology capabilities and continuous process improvement to meet the City of Minot's evolving financial needs.

Please accept this memo as confirmation that Bremer Bank will hold the Treasury Management element pricing in our response to the City of Minot Banking services RFP through December 31, 2029.

Additionally, we will waive any implementation fees and set-up costs associated with the transition.

Thank you again for this opportunity. As you finalize approvals for the City of Minot's transition to Bremer Bank, please do not hesitate to reach out with any questions or needs.

We are excited to work with you!

Sincerely,

Chris Schilken

Chris Schilken
Minot Market Leader
Direct: 701-857-6295
cpschilken@bermer.com

Daniel J. Miller

Dan Miller
VP, Government Banking
Direct: 651-964-7163
djmiller@bermer.com

To: Dave Lakefield, Minot Finance Director & Melody Shelkey, Treasurer
Fr: Chris Schilken, Bremer Bank Minot Market Leader & Dan Miller, Bremer Bank Government Banking
Date: 10/24/2024
Subject: City of Minot Banking Services RFP *Addendum*

Dave and Melody,

Thank you again for the opportunity to be the City of Minot's banking partner! Per our conversation, and as an addendum to the initial City of Minot Banking Services RFP Memo, please accept this document as confirmation of Bremer Bank's commitment to the additional items we discussed:

- Bremer Bank will provide an ECR of 1.25% and agrees to waive any analysis fees in the City of Minot's main operating account through December 31, 2025, providing a minimum balance of \$1,500,000 is held in the account at all times.
- Bremer Bank will provide a scanner credit of \$1,100.

Thank you again for this opportunity. If you have any additional questions or needs, please do not hesitate to reach out!

We are excited to work with you!

Sincerely,

Chris Schilken

Chris Schilken
Minot Market Leader
Direct: 701-857-6295
cpschilken@bermer.com

Daniel J. Miller

Dan Miller
VP, Government Banking
Direct: 651-964-7163
djmiller@bermer.com



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: November 4, 2024

**SUBJECT: APPROVE BUDGET AMENDMENT FOR FIRE DEPARTMENT
ACCIDENT CLAIM**

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment for the Fire Department accident claim on first reading.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000
David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

In August 2023, one of the City's fire engines (unit 206) was in an accident resulting in damages of \$25,289.04 to the rear, right side of the unit. The accident was filed with our insurance company and we received insurance proceeds of \$24,289.04 (less a \$1,000 deductible). Due to delays in receiving parts, the repairs to the unit were not completed until January 2024.

B. Proposed Project

Staff is recommending a budget amendment to increase the Fire Department Vehicle and Equipment Maintenance as these repairs were not anticipated when preparing the 2024 budget.

C. Recommendation Detail

It is recommended City Council approve the budget amendment for the Fire Department accident claim to increase Fire Vehicle and Equipment Maintenance (10031000-44330) for the necessary repairs to a fire engine and increase the damage claim revenue (10000000-36901) for the insurance proceeds received.

IV. IMPACT

A. Aspirations

Prepared & Resilient

B. Service/Delivery Impact:

Repairs to this unit were necessary to get it operational and back in the fleet to respond to Fire and EMS calls.

C. Fiscal Impact

The parts and repairs to this unit are covered by the City's insurance with a \$1,000 deductible.

Project Costs

Vehicle Repairs & Maintenance - \$25,289.04

Project Funding

Insurance Proceeds - \$24,289.04

Fire Department Operating Budget - \$1,000 deductible

VI. ALTERNATIVES

N/A

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
GENERAL FUND DAMAGE CLAIM REVENUES AND FIRE DEPARTMENT VEHICLE
AND EQUIPMENT REPAIR EXPENDITURES FOR DAMAGES SUSTAINED IN AN
ACCIDENT.**

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

- §1: Amend the 2024 annual budget to increase the general fund damage claim revenues and Fire department vehicle and equipment repair expenditures for damages sustained in an accident:

10000000-36901	2023180001	\$24,289
10031000-44330	2023180001	24,289

- §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: November 4, 2024

SUBJECT: APPROVE BUDGET AMENDMENT FOR FY2023 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading for the FY2023 State and Local Cybersecurity Grant Program (SLCGP).

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Jason McKibben, IT Manager - Systems & Support, 701-857-4722

III. DESCRIPTION

A. Background

On February 5, 2024, the City Council accepted the FY2023 State and Local Cybersecurity Grant Program (SLCGP) grant for the procurement, configuration and installation of hardware firewalls. Staff has solicited quotes and received approval from the North Dakota Department of Emergency Services to move forward with High Point Networks as the proposed vendor. Staff has evaluated the quote and determined which items meet the City of Minot capital asset policy and which do not. A budget amendment is requested to reallocate the budget amounts to the correct funds and line items.

B. Proposed Project

The proposed project relates to cybersecurity and will include the configuration and installation of 2 hardware firewalls by High Point Networks. The project costs include the equipment, implementation and configuration as well as a managed service of the hardware firewalls for 32 months.

C. Recommendation Detail

It is recommended the City Council approve the budget amendment to reallocate the grant revenues and expenditures from the capital equipment fund to information technology department's operating budget.

IV. IMPACT

A. Aspirations

Prepared & Resilient

B. Service/Delivery Impact:

The cybersecurity project will further mitigate cybersecurity risk and allow the IT department to continue to provide secure, information technology services to the City of Minot.

C. Fiscal Impact

The project is funded with a U.S. Department of Homeland Security Grant that is passed through the North Dakota Department of Emergency Services for up to a total project cost of \$154,850.00. The local match for the grant is general fund cash reserves as approved by Council in February 2024.

Project Costs

Firewall Equipment (42019000-57500) - \$69,564.00

SMART Firewall Implementation (10019000-43040) - \$6,420.00

SMART Firewall Managed Services (10019000-44350) - \$78,784.00

Total Project Costs - \$154,768.00

Project Funding

U.S. Department of Homeland Security Grant - up to \$130,925.68

General Fund Cash Reserves (Local Match) - up to \$23,924.32

VI. ALTERNATIVES

N/A

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE INFORMATION TECHNOLOGY DEPARTMENT IT MAINTENANCE & REPAIR AGREEMENTS EXPENDITURES AND DECREASE THE CAPITAL EQUIPMENT, CONSULTANT, AND FURNITURE & EQUIPMENT EXPENDITURES FOR THE FY23 STATE AND LOCAL CYBER SECURITY GRANT PROGRAM (SLCGP) 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 information technology department I.T. maintenance & repair agreements expenditures and decrease the capital equipment, consultant, and furniture & equipment expenditures for the FY23 SLCGP:

10019000-44350	2024190002	\$78,784
10019000-43040	2024190002	(2,580)
10019000-46102	2024190002	(5,850)
42019000-57500	2024190002	(70,354)
42000000-33200	2024190002	(56,283)
42000000-33500	2024190002	(3,201)
10000000-33100	2024190002	56,283
10000000-33400	2024190002	3,201

- §2: Approve the transfer:

42019000-49101	2024190002	10,760
10000000-39125	2024190002	(10,760)

- §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: Doug Diedrichsen, Principal Planner

DATE: November 4, 2024

SUBJECT: CASE# 2024-10-01 BROOKLYN 3RD 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

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

The applicant seeks to consolidate the property boundary between several platted lots into one large lot.

B. Proposed Project

The subject property's legal description is Lots 1-8 and Lots 12-20, Less Right of Way, Block 21, of Brooklyn Addition to the City of Minot.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing - This plat will create buildable lots that will help the community grow.

B. Service/Delivery Impact:

The City of Minot is being adaptable and allowing for the platting of these lots into a single large lot to potentially spur the redevelopment of this area.

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.

BROOKLYN 3RD ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

Being Lots 1-8 and Lots 12-20, Less Right of Way, Block 21, of Brooklyn Addition,
to the City of Minot

DESCRIPTION:

Know all men by these presents that the BERTSCH PROPERTIES, LLC, being Owner and Proprietor, of Lots 1-8 and Lots 12-20, Less Right of Way, Block 21, of Brooklyn Addition, to the City of Minot, North Dakota, being more particularly described as follows:

Beginning at the Northwest Property Corner of Lot 20, Block 21, of Brooklyn Addition, to the City of Minot, North Dakota, a Plat being on File at the Ward County Recorder's Office; Thence S 89°27'18" E, on the North Property Line, of said Block 21, a distance of 215.34 FT, to the Northeast Property Corner, of Lot 1, of said Block 21; Thence S 0°30'49" W, on the East Property Line, of said Block 21, a distance of 125.00 FT, to the Southeast Property Corner, of Lot 5, of said Block 1; Thence on the Northerly Right of Way Line of Burdick Expressway W, on a Curve to the Right, said Curve Having a Length of 20.82 FT, a Radius of 18.00 FT, and a Delta Angle of 66°15'30"; Thence S 68°10'05" W, on the Northerly Right of Way Line of Burdick Expressway W, a distance of 148.76 FT; Thence S 76°49'14" W, on the Northerly Right of Way Line of Burdick Expressway W, a distance of 48.11 FT; Thence on the Northerly Right of Way Line of Burdick Expressway W, on a Curve to the Right, said Curve Having a Length of 18.73 FT, a Radius of 34.00 FT, and a Delta Angle of 31°33'34", to a Point being on the South Line of Lot 13, of said Block 21; Thence N 89°27'18" W, on the South Line of Lot 13, to the Southwest Property Corner, of said Lot 13; Thence N 0°32'42" E, on the West Property Line, of said Block 21, a distance of 200.00 FT, to the Point of Beginning.

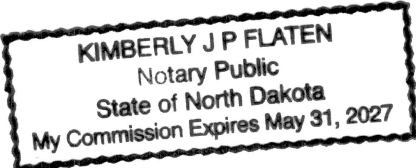
Said described tract, of land contains 0.89 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Brooklyn 3rd Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.

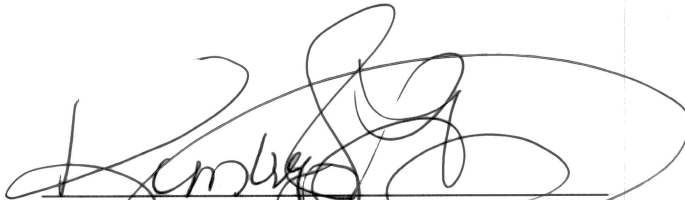

Lee Bertsch

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 11th Day of October, 2024, before me, a Notary Public in and for said State, Appeared Lee Bertsch, 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.

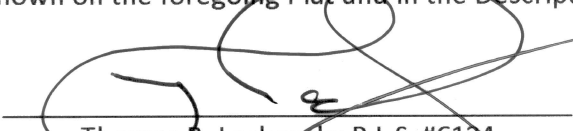
My commission expires




Notary Public, State of North Dakota

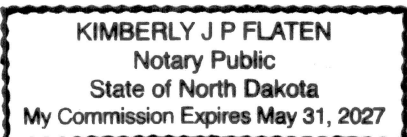
SURVEYOR'S CERTIFICATE

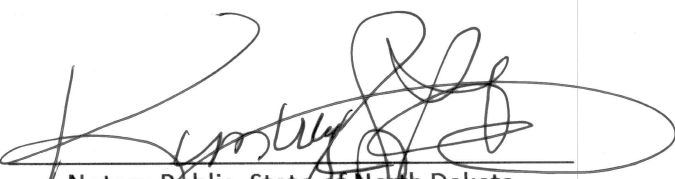
I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge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


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

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 7th Day of October, 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.

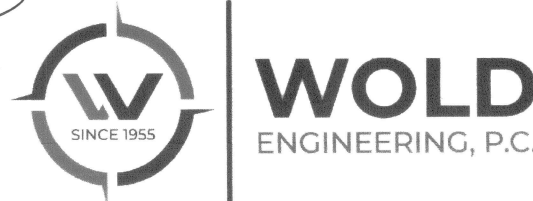



Notary Public, State of North Dakota

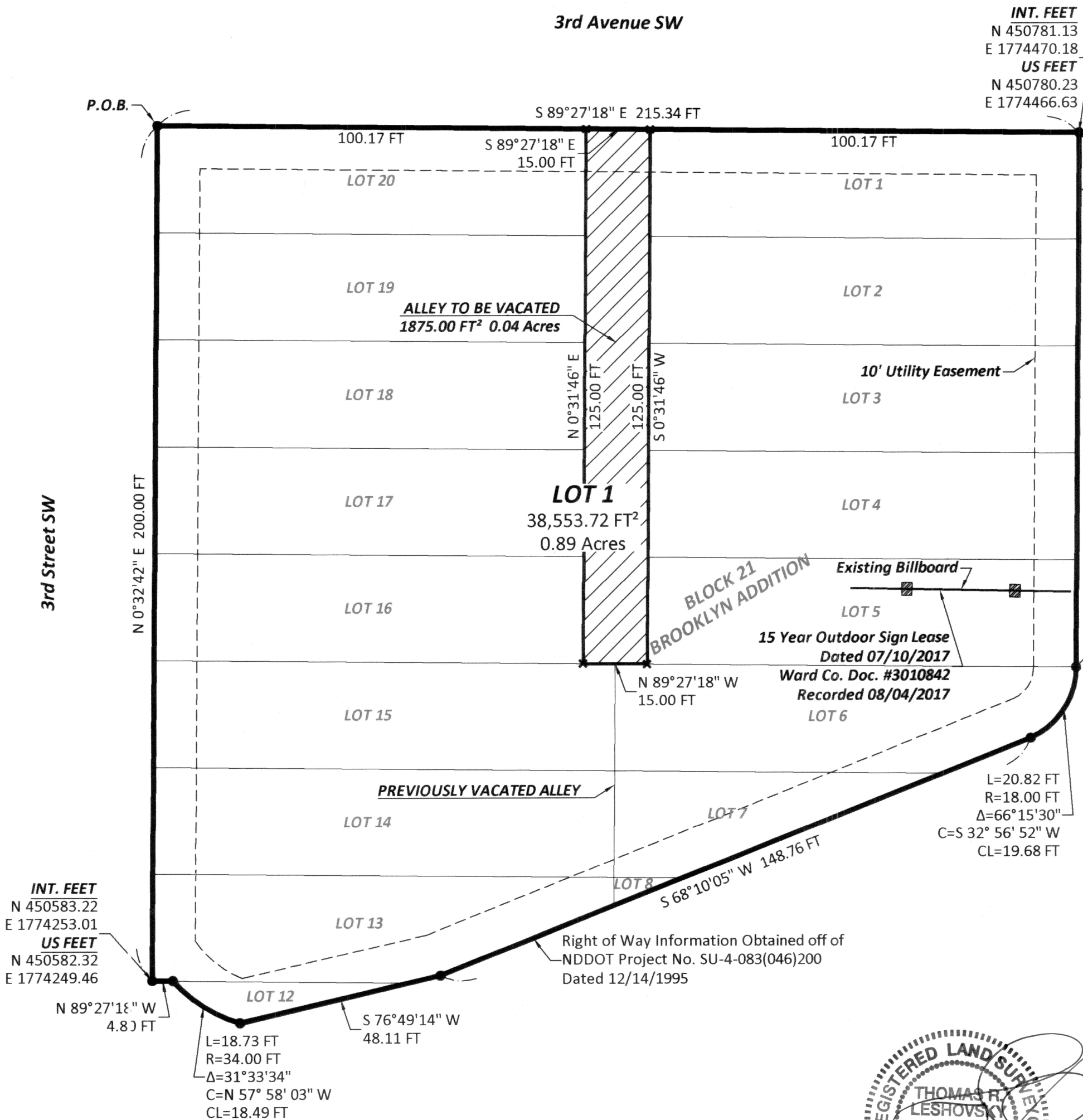
APPROVAL

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

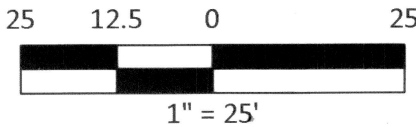
Approved: _____, 2024
Minot City Engineer



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



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



NOTES:

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



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 4, 2024

SUBJECT: CASE# 2024-10-03 GREAT PLAINS 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

Doug Diedrichsen, Principal Planner, 701-857-4022

Brian Billingsley, Community Development Director, 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 of the property is the N1/2SE1/4 Section 23, Township 155 N, Range 82 W, to the City of Minot.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing - This plat will lead to the creation of a farm implement dealership.

B. Service/Delivery Impact:

The successful development of this area will bring in new businesses to the area, namely an implement dealership and potentially others.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

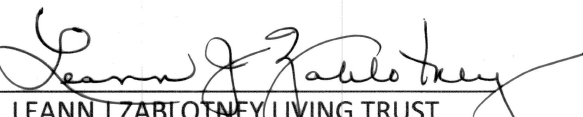
Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

**GREAT PLAINS ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA**

BEING THE N $\frac{1}{2}$ SE $\frac{1}{4}$
SECTION 23, TOWNSHIP 155 N, RANGE 82 W,
TO THE CITY OF MINOT

DESCRIPTION:

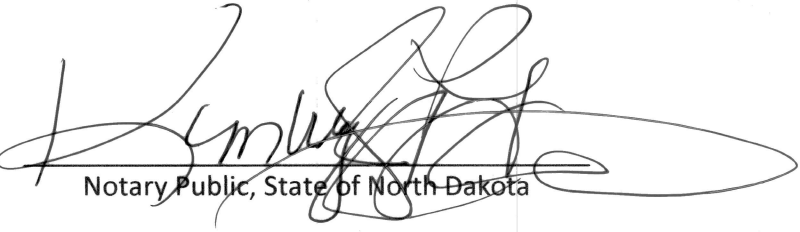
Know all men by these presents that LEANN J ZABLOTNEY LIVING TRUST, being Owner and Proprietor, of the N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 23, Township 155 N, Range 82 W, of the 5th Principal Meridian, to the City of Minot, North Dakota, being more particularly described as follows:
Beginning at the East Quarter Corner, of Section 23, Township 155 N, Range 82 W, of the 5th Principal Meridian; Thence S 0°47'20" W, on the East Line of the Southeast Quarter, of said Section 23, a distance of 1219.42 FT, to a Point being on the North Right of Way Line of U.S. Highway #2; Thence N 89°32'56" W, on the said North Right of Way Line, a distance of 2640.05 FT, to a Point being on the North-South Quarter Line, of said Section 23; Thence N 0°49'13" E, on the said North-South Quarter Line, a distance of 1222.46 FT, to the Center Quarter Corner, of said Section 23; Thence S 89°28'59" E, on the East-West Quarter Line, of said Section 23, a distance of 2639.37 FT, to the Point of Beginning.
Said described tract, of land contains 73.99 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Great Plains Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.


LEANN J ZABLOTNEY LIVING TRUST

On this 15 Day of July, 2024, before me, a Notary Public in and for said State, Appeared Leann J Zabloutney, well known to be the person described in the foregoing description and acknowledged to me that she executed the same on her own free act and deed.

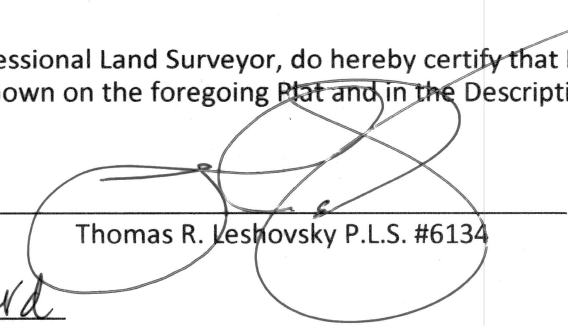
My commission expires

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.

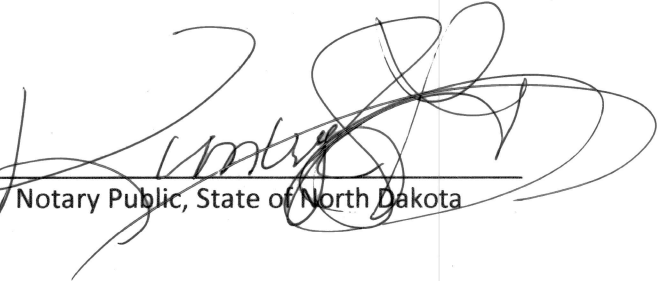

Thomas R. Leshovsky P.L.S. #6134

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 15 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

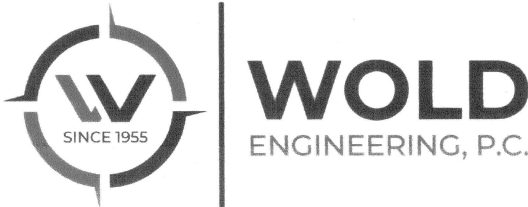
KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027


Notary Public, State of North Dakota

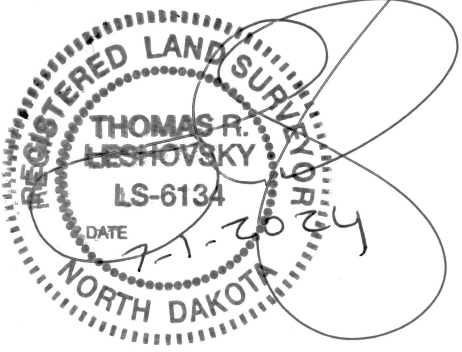
APPROVAL

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



Center $\frac{1}{4}$ Cor.
23-155-82
PLS Cap

N 450442.17
E 1803539.63
U.S. SURVEY FEET
N 450441.27
E 1803536.02

Quarter Line

N 0°49'13" E
1222.46 FT

OUTLOT 9

1200.00 FT

S 89°28'59" E 2639.37 FT

1439.37 FT

Quarter Line

P.O.B.

E $\frac{1}{4}$ Cor.
23-155-82
BLM Cap

33 FT Statutory R.O.W.

LOT 1
Area = 33.66 Acres

N 0°49'14" E
1221.08 FT

LOT 2
Area = 40.33 Acres

U.S. SURVEY FEET
N 449198.15
E 1806158.49
N 449199.05
E 1806162.10

1200.00 FT

N 89°32'56" W 2640.05 FT

U.S. HIGHWAY #2

1440.05 FT

Section Line
1219.42 FT
S 0°47'20" W

OUTLOT 12

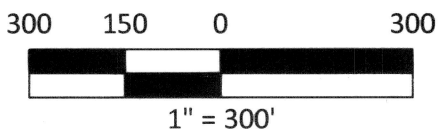
LOT 1

BUGLE MEADOW ADDITION

LOT 2

NOTES:

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



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



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 4, 2024

SUBJECT: CASE# 2024-10-04 COPACETIC 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

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

Consider Approval of a major subdivision final plat to subdivide off one lot from unplatted land.

B. Proposed Project

The legal description of the property is an unplatted portion of Gov't Lot 1, Section 5, Township 155 North, Range 82 West, Ward County, North Dakota.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing - This plat will create buildable lots that will provide new development opportunities.

B. Service/Delivery Impact:

The development of this land will bring new businesses to the area, namely a locally owned self-storage business.

C. Fiscal Impact

N/A

Project Costs

N/A

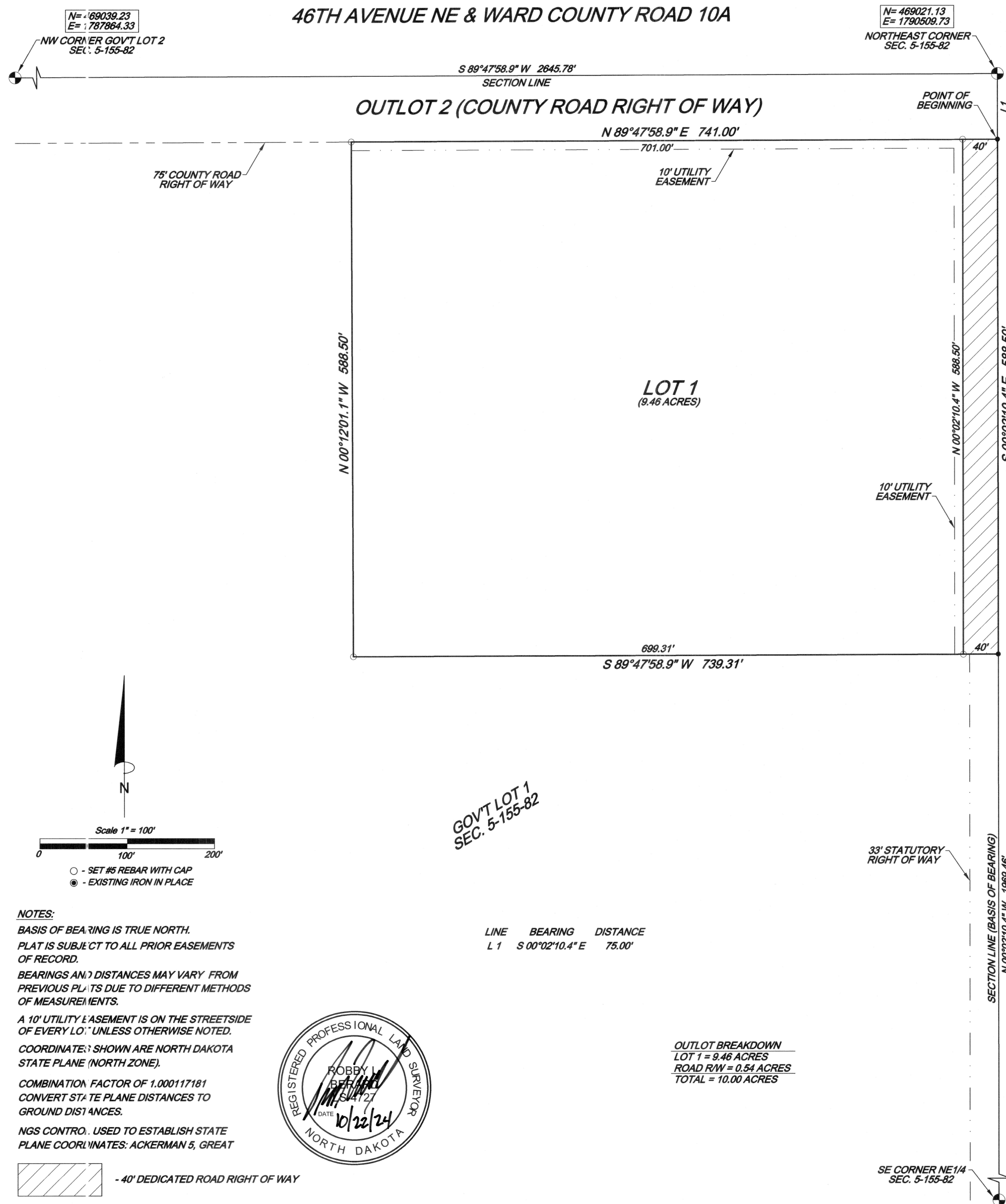
Project Funding

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.

**COPACETIC ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA**
(BEING AN UNPLATTED PORTION OF GOV'T LOT 1, SECTION 5, TOWNSHIP 155 NORTH,
RANGE 82 WEST, WARD COUNTY, NORTH DAKOTA)



DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT LLOYD PATRICK WALSH AND JEANA M. WALSH, BEING OWNERS AND PROPRIETORS OF A PORTION OF GOV'T LOT 1, SECTION 5, TOWNSHIP 155 NORTH, RANGE 82 WEST, WARD COUNTY, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 155 NORTH, RANGE 82 WEST, WARD COUNTY, NORTH DAKOTA; THENCE S 00°02'10.4\"/>

Lloyd Patrick Walsh
LLOYD PATRICK WALSH

Jeana M. Walsh
JEANA M. WALSH

**STATE OF NORTH DAKOTA
COUNTY OF WARD**

ON THIS 24th DAY OF October, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED LLOYD PATRICK WALSH AND JEANA M. WALSH, WELL KNOWN TO ME TO BE THE PERSONS DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

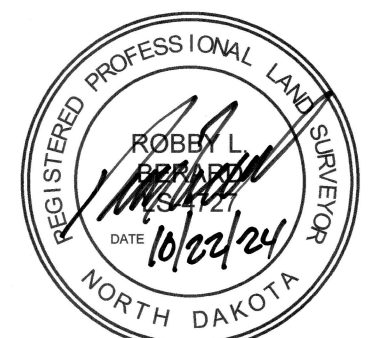
NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024

SURVEYOR'S CERTIFICATE

I, ROBBY L. BERARD, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

Robby L. Berard
ROBBY L. BERARD, RLS NO. 4727



**STATE OF NORTH DAKOTA
COUNTY OF WARD**

ON THIS 22nd DAY OF October, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024

APPROVED:

DATE:

CITY OF MINOT ENGINEER

JOB #124-24

ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 4, 2024

SUBJECT: CASE# 2024-10-05 WEST HILLS ACRES 5TH 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

Doug Diedrichsen, Principal Planner, 701-857-4022

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

III. DESCRIPTION

A. Background

The applicant seeks to redistribute the property boundary between two platted lots.

B. Proposed Project

The legal description of the property is Lot 2, Block 2, West Hills Acres and Lot 2, West Hills Acres 4th Addition to the City of Minot, North Dakota.

The subject addresses are 3410 and 3510 Harmony Ct NW.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing - This plat will provide buildable lots that will help this city grow.

B. Service/Delivery Impact:

The City of Minot supports adaptable platting to meet landowner's requests

C. Fiscal Impact

N/A

Project Costs

N/A

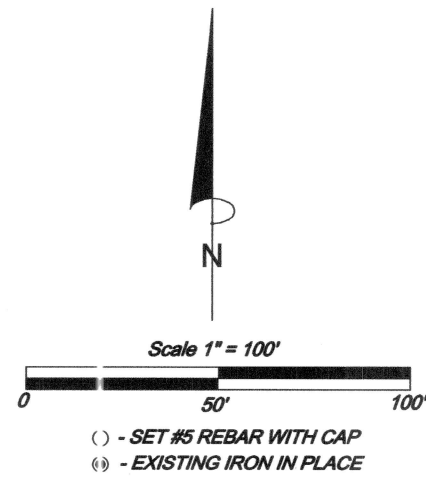
Project Funding

N/A

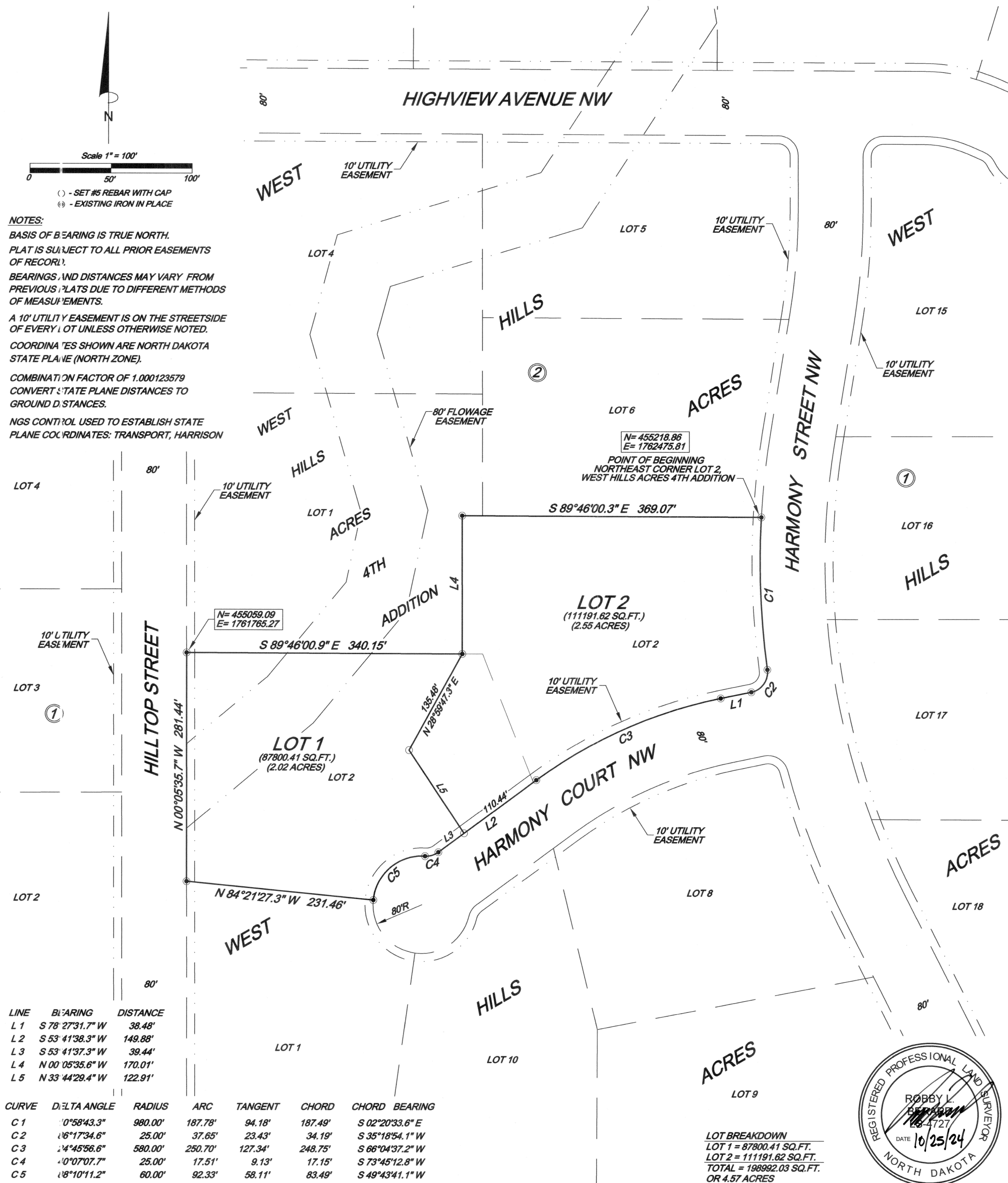
VI. ALTERNATIVES

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.

WEST HILLS ACRES 5TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 2, BLOCK 2, WEST HILLS ACRES & LOT 2, WEST HILLS ACRES 4TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA)



NOTES:
BASIS OF BEARING IS TRUE NORTH.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS
OF RECORD.
BEARINGS AND DISTANCES MAY VARY FROM
PREVIOUS PLATS DUE TO DIFFERENT METHODS
OF MEASUREMENTS.
A 10' UTILITY EASEMENT IS ON THE STREETSIDE
OF EVERY LOT UNLESS OTHERWISE NOTED.
COORDINATES SHOWN ARE NORTH DAKOTA
STATE PLANE (NORTH ZONE).
COMBINATION FACTOR OF 1.000123579
CONVERT STATE PLANE DISTANCES TO
GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE
PLANE COORDINATES: TRANSPORT, HARRISON



LINE	BEARING	DISTANCE
L 1	S 78°27'31.7\"	38.48'
L 2	S 53°41'38.3\"	149.88'
L 3	S 53°41'37.3\"	39.44'
L 4	N 00°05'35.6\"	170.01'
L 5	N 33°44'29.4\"	122.91'

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	0°58'43.3\"	980.00'	187.78'	94.18'	187.49'	S 02°20'33.6\"
C 2	16°17'34.6\"	25.00'	37.65'	23.43'	34.19'	S 35°18'54.1\"
C 3	14°45'56.6\"	580.00'	250.70'	127.34'	248.75'	S 66°04'37.2\"
C 4	10°07'07.7\"	25.00'	17.51'	9.13'	17.15'	S 73°45'12.8\"
C 5	18°10'11.2\"	60.00'	92.33'	58.11'	83.49'	S 49°43'41.1\"

LOT BREAKDOWN
LOT 1 = 87800.41 SQ.FT.
LOT 2 = 111191.62 SQ.FT.
TOTAL = 198992.03 SQ.FT.
OR 4.57 ACRES

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT ERIC O. WANNER, BEING OWNER AND PROPRIETOR OF LOT 2, BLOCK 2, WEST HILLS ACRES TO THE CITY OF MINOT, NORTH DAKOTA, AND DUANE M. JOHNSON AND STACY N. JOHNSON, BEING OWNERS AND PROPRIETORS OF LOT 2, WEST HILLS ACRES 4TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 2, WEST HILLS ACRES 4TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 187.78 FEET, SAID CURVE HAVING A RADIUS OF 980.00 FEET AND A CHORD OF 187.49 FEET WHICH BEARS S 02°20'33.6\"

Duane M. Johnson
DUANE M. JOHNSON
(NOW OWNER OF LOT 2,
WEST HILLS ACRES 5TH ADDITION)

Stacy N. Johnson
STACY N. JOHNSON
(NOW OWNER OF LOT 2,
WEST HILLS ACRES 5TH ADDITION)

Eric O. Wanner
ERIC O. WANNER
(NOW OWNER OF LOT 1,
WEST HILLS ACRES 5TH ADDITION)

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 25th DAY OF October, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED DUANE M. JOHNSON, STACY N. JOHNSON AND ERIC O. WANNER, WELL KNOWN TO ME TO BE THE PERSONS DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

WHITNEY STUDAKER
Notary Public
State of North Dakota
My Commission Expires April 25, 2027

Whitney Studaker
NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

I, ROBBY L. BERARD, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING DESCRIBED TRACT OF LAND, THAT LOTS, DISTANCES, AREAS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT AND CONTAINED IN THE DESCRIPTION THEREOF, ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

Robby L. Berard
ROBBY L. BERARD, RLS NO. 4727



STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 25th DAY OF October, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2024

Chad Atterton
NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

APPROVED:

DATE:

CITY OF MINOT ENGINEER

ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA

JOB #221-24



TO: Mayor Ross
Members of the City Council

FROM: Tom Joyce, Asst. City Manager

DATE: November 4, 2024

SUBJECT: COMMUNITY RESILIENCE ANALYSIS

I. RECOMMENDED ACTION

It is recommended City Council approve the City's participation in and coordination of CRA support and stakeholder engagement.

II. DEPARTMENT CONTACT PERSONS

Tom Joyce, Asst. City Manager, 701-857-4731
Jason Sorenson, Utilities Director, 701-857-4768
Bryan Banfill, Public Works Director, 701-857-4112

III. DESCRIPTION

A. Background

The City of Minot has various emergency action plans that identify how the City responds to various contingencies. In addition, the City is an active participant on the Ward County Local Emergency Preparedness Committee. A significant part of our responsibility to our citizens is Public Safety and Emergency Preparedness. The Community Resilience Analysis (CRA) is a tool that can help identify unknown gaps in our disaster response, consequence management and recovery operations. This topic was addressed and supported at the October 17, 2024, Liaison Committee meeting.

B. Proposed Project

The goal of the CRA is to enhance the resilience of our community by systematically identifying vulnerabilities, assessing risks, and implementing strategic measures that ensure the rapid recovery of critical infrastructure and services following All-Hazards Incidents. This analysis aims to foster a collaborative approach among stakeholders and improve the overall adaptive capacity of the community, in alignment with the National Institute of Standards and Technology (NIST) Community Resilience Planning Guide.

Tentative Timeline:

Jan – Feb 2025: Coordination for interviews and invites sent
Mar – May 2025: Interviews with Social Functions

Jun – Aug 2025: Analysis/Report Writing/Workshop Planning

Sep 2025: Workshop Delivery

Nov 2025: Report Delivery

If Council approves, the City's role will be to champion the CRA with our partners and stakeholders and support the process with minor administrative needs (e.g., a place for the interviews and workshop), as well as participating where appropriate.

C. Recommendation Detail

Results of Past CRAs:

- Worked with agencies for Continuity of Operations (COOP)/Continuity of Government (COG) planning
- Elderly care facilities have reached out for continuity planning to create Long Term Power Outage (LTPO) plans
- Incident Command System (ICS) classes for private, government sector, and nongovernment organizations (NGOs)
- Wireless Priority Service for pertinent people in the response role and elected officials
- Push for people to sign up for county-wide alerts
- School district installed backup generators in K-12 schools
- Increased cyber training for employees
- Updating cyber plan
- Planning city/county-wide cyber exercise
- General awareness to the community via social media and other public outreach to create a plan and be 2-weeks ready (government will not be there for you for at least 72 hours)
- Prior to CRA, many private sector and government employees and agencies had no idea the government would not be able to take care of everyone right away; this encouraged many to create plans, inform their people, stockpile goods (Elderly Care facilities, etc.).

IV. IMPACT

A. Aspirations

1) Prepared & Resilient: Minot is prepared to take effective action when faced with challenges and works with the community's resilient nature to persevere.

2) Excellent & Connected: Minot is fiscally responsible, provide quality services, and engages with community members and strategic partners who address broader needs.

B. Service/Delivery Impact:

The results of the CRA will be used to update/modify current emergency action plans if appropriate.

C. Fiscal Impact

There are no associated direct costs.

Project Funding

None.

VI. ALTERNATIVES

1. City Council could determine not to support or participate in the CRA.
2. City Council could direct staff to bring back additional research and information for its consideration regarding this matter.



TO: Mayor Ross
Members of the City Council

FROM: Brent Weber, Fire Battalion Chief

DATE: November 4, 2024

SUBJECT: NDDDES 2024 STATE HOMELAND SECURITY GRANT

I. RECOMMENDED ACTION

It is recommended City Council accept the North Dakota Department of Emergency Services (NDDDES) FY 2024 State Homeland Security Grant; authorize the Mayor to sign the award; and approve the budget amendment on first reading.

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 2024 State Homeland Security Grant. Minot Fire Department has been awarded this 2024 SHSG grant. These funds are used for equipment purchases, equipment maintenance, and training for the Regional Response Teams.

B. Proposed Project

This equipment and training grant will allow the Fire Department to build and sustain Hazardous Materials and Technical Rescue equipment as well as ensure personnel are trained to use the equipment to fulfill our mission regarding Northwest Regional Response for the State of North Dakota.

C. Recommendation Detail

It is recommended City Council accept the North Dakota Department of Emergency Services (NDDDES) FY 2024 State Homeland Security Grant for \$136,000; authorize the Mayor to sign the notice of grant award; and approve the budget amendment on first reading to increase the Fire Department's operating and capital budgets.

IV. IMPACT

A. Aspirations

Safe and Welcoming
Resilient and Prepared

B. Service/Delivery Impact:

This equipment and training grant will allow the Fire Department to build and sustain Hazardous Materials and Technical Rescue equipment as well as ensure personnel are trained to use the equipment to fulfill our mission regarding Northwest Regional Response for the State of North Dakota.

C. Fiscal Impact

The 2024 SHSG grant is a federal grant (CFDA 97.067) that passes through the North Dakota Department of Emergency Services (NDDDES).

Project Costs

Overtime/Backfill (10030000-41300/42210) - \$22,080
Vehicle & Equipment Repair (10030000-44330) - \$10,000
Travel/Training (10030000-45800/45900) - \$28,482
Postage/Shipping (10030000-45970) - \$1,000
Operation Supplies (10030000-46101) - \$14,438
Capital Equipment (42030000-57500) - \$60,000

Project Funding

FY2024 State Homeland Security Grant Program - \$136,000

VI. ALTERNATIVES

1. Find alternate funding to sustain the operational capability of the NW Regional Response. If Department funding is taken from the current budget, this will cause a shortage in funding anticipated in the budget cycle.
2. Council could deny the award and Minot Fire Department would not receive funds to maintain our response capabilities.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT OPERATING AND CAPITAL REVENUE & EXPENDITURES
FOR OVERTIME, TRAVEL, EDUCATION & TRAINING, POSTAGE & SHIPPING,
MATERIALS AND SUPPLIES AND EQUIPMENT FOR THE FY2024 STATE
HOMELAND SECURITY GRANT PROGRAM AWARD.**

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

- §1: Amend the 2024 annual budget to increase the Fire department operating and capital revenue & expenditures for overtime, education & training, postage & shipping, materials & supplies, and equipment for the FY2024 State Homeland Security Grant program award:

10030000-41300	2024300003	\$21,760
10030000-42210	2024300003	320
10030000-44330	2024300003	10,000
10030000-45800	2024300003	15,562
10030000-45900	2024300003	12,920
10030000-45970	2024300003	1,000
10030000-46101	2024300003	14,438
10000000-33100	2024300003	76,000
42030000-57500	2024300003	60,000
42000000-33200	2024300003	60,000

- §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

Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDES prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.

NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist at [HSGP - grants.des.nd.gov](https://grants.des.nd.gov) for more information on the types of documentation you will need to provide to NDDES to show compliance.

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. See [CooperativePurchasing.pdf \(nd.gov\)](#) for more information. A current list of State Contracts can be found at [ND State Contracts](#). If under the column entitled **CP** there is a **Y** then it has a cooperative purchasing contract.

Project Reporting

Project status reports are required quarterly, with a final report due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at <https://grants.des.nd.gov> on the Project page under Progress Monitoring tab.

Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov/>
2. On your home page click on **FY 2024 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Karen Hilfer or Dave Rice at 701-328-8100 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin
Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY

Darin
Anderson
DIRECTOR – DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans

October 16, 2024

Minot Fire Department
Mayor Tom Ross
PO Box 5006
Minot, ND 58702

Dear Mayor Ross:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDDES) Division of Homeland Security, your grant application submitted for the FY 2024 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of \$136,000.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDDES within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial all pages of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and Special Conditions pages into the NDDDES Grants System (<https://grants.des.nd.gov>) to the Project page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the Project page. (Note: A documented procurement policy is required per 2 CFR §200.318.)

Do NOT begin any portion of your project including obligating or expending funds until the following requirement is met:

- Environmental and Historical Preservation (EHP) Review approval from DHS/FEMA. NDDDES will inform you when the EHP is approved and provide you with a copy of the DHS/FEMA approval letter for your records. Review by DHS can take several weeks. Starting your project prior to receiving approval from DHS will result in loss of funding for this project.

Procurement Requirements

Federal 2 CFR §200.318-200.326 Procurement Standards as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of \$10,000 or more **must** obtain a minimum of **three quotes** (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

Quotes must match in quantity and type of product or service. Therefore, to aid subrecipients NDDDES has provided the Quote (Informal) Request Form at grants.des.nd.gov. It is recommended that subrecipients use this form or a similar jurisdiction/entity specific form when requesting quotes to ensure that all vendors are quoting on the same specifications.



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Ensuring a safe and secure homeland for all North Dakotans



NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: FY 2024 State Homeland Security Program			
Federal Award Identification Number: EMW-2024-SS-05087		Federal Award Date: September 19, 2024	
Federal Awarding Agency: U.S. Department of Homeland Security			
CFDA No. 97.067 SHSP			
Subrecipient Name and Address Minot Fire Department PO Box 5006 Minot, ND 58702		Subrecipient Contact Name: Tom Ross Telephone: 701-857-4750 Email: tom.ross@minotnd.org	
Subrecipient UEI: D33RGAW88JU9	Grant Number: 14	County/Tribe: Ward	
Performance Period	From: October 16, 2024	Through: August 31, 2026	
Grant Amount: \$136,000.00	Subrecipient Cost Share: \$0.00	Total Project Cost: \$136,000.00	
Scope of Service: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work and cost line items located in the NDDes grant portal.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDes quarterly through the NDDes grant portal. Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due with the final reimbursement request.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants/des/nd.gov/site/HSGP.cfm. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity (https://www.fema.gov/grants/preparedness/homeland-security/fy-24-nofo) & FEMA Preparedness Grants Manual (https://www.fema.gov/grants/preparedness/manual) for this grant program.			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDes Approval	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative Mayor Tom Ross		Typed Name and Title of Authorized Representative Darin Hanson Director, Division of Homeland Security	

SPECIAL CONDITIONS

State Homeland Security Grant Program (SHSP)

DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these terms and conditions.

They FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

1. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

By accepting this agreement, sub-recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

2. General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at **2 C.F.R. Part 200** and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. **Subrecipients are NOT required to complete and submit this tool to DHS.**

3. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

4. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States and ensure that appropriate licenses, permits, or approvals are obtained.

Initial

5. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

6. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

7. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

8. Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

9. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

10. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

11. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Initial

12. Drug-Free Workplace Regulations



Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

13. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

14. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

15. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

16. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

17. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

18. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

19. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Initial

20. Fly America Act of 1974



Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

21. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

22. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

23. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supportedorganizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

24. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

25. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Initial

26. Nondiscrimination in Matters Pertaining to Faith-Based Organizations



It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

27. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

28. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

29. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

30. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

31. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

32. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

33. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Initial

34. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials



Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers: When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

35. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

36. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Initial

37. Trafficking Victims Protection Act of 2000 (TVPA)



Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

38. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

39. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

40. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

41. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712

42. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

43. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Initial

44. Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award.

45. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

46. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from NDDDES (NDDDES will forward the request to FEMA) where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities.

47. Indirect Cost Rate

North Dakota does not have an approved Indirect Cost Rate with the federal government. Therefore, indirect costs are not eligible.

48. Summary Description of Award and Sub-programs

The purpose of the FY 2024 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) and Operation Stonegarden (OPSG). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

49. HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

50. National Cybersecurity Review (recommended)

For FY 2024 SHSP it is recommended (not required) that sub-recipients complete the Nationwide Cybersecurity Review (NCSR) to benchmark and measure their progress of improving their cybersecurity posture. The NCSR can be found at <https://www.cisecurity.org/ms-isac/services/ncsr>.

Initial



51. NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Sub-recipient is required to also follow the applicable provisions of the NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDDES Grants website at <https://grants.des.nd.gov>.

52. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDDES Grants Management System at <https://grants.des.nd.gov>.

53. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDDES and the State of North Dakota to expend the de-obligated funds on program costs.

54. Award Acceptance

The Notice of Grant Award and these Special Conditions constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipients is certifying acceptance of the terms and conditions of the award.

Initial



TO: Mayor Ross
Members of the City Council

FROM: Brent Weber, Fire Battalion Chief

DATE: November 4, 2024

SUBJECT: 2024 ND STATE ENERGY PROGRAM GRANT

I. RECOMMENDED ACTION

It is recommended City Council approve the acceptance of the North Dakota State Energy Program Grant for the replacement of Fire Station 1 lighting in the office and living quarters; ratify the Fire Chief's signature on the grant award; and approve the budget amendment on first reading.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Minot Fire Department was awarded funding through a grant program from the North Dakota Energy Program fund for upgrading lighting in Fire Station One's office and living quarters.

B. Proposed Project

The grant allows for the replacement of old fluorescent light fixtures with lower energy consuming LED light fixtures. Grant covers fixtures and labor for removing and installation of new lamps. This grant has a cost share of 20% which will be paid by department Structure Repair and Maintenance budget.

C. Recommendation Detail

It is recommended City Council approve the acceptance of the North Dakota State Energy Program Grant for the replacement of Fire Station 1 lighting in the office and living quarters; ratify the Fire Chief's signature on the grant award; and approve the budget amendment on first reading.

IV. IMPACT

A. Aspirations

Safe and Welcoming

Resilient and Prepared

B. Service/Delivery Impact:

This project will improve current work conditions lighting and will reduce the electrical billing and repair costs of replacing old ballasts.

C. Fiscal Impact

Project Costs

Light Fixtures	\$10,500.00
Electrician	\$ 3,265.00
Total:	\$13,765.00

Project Funding

Federal (80%)	\$11,012.00
City Match (20%)	<u>2,753.00</u>
Total	\$13,765.00

VI. ALTERNATIVES

1. Replace lighting ballast and fixtures as needed out of Department funds
2. Deny award and do not upgrade to energy efficient lighting.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT GENERAL FUND REVENUE & ELECTRICAL MAINTENANCE
EXPENDITURES FOR THE AWARD OF THE NORTH DAKOTA DEPARTMENT OF
COMMERCE (DCS) STATE ENERGY PROGRAM GRANT.**

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

- §1: Amend the 2024 annual budget to increase the Fire Department Revenue and electrical maintenance expenditures for the award of the North Dakota Department of Commerce (DCS) State Energy Grant :

10030000-44323	2024300002	\$13,765
10000000-33100	2024300002	\$11,012

- §2: Approve the transfer of funds:

10000000-39101	2024300002	\$(2,753)
10031000-49101		2,753

- §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

FINANCIAL AWARD

NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS

SFN 4623 (7/21)

PART I BASIC INFORMATION & SIGNATORY SHEET																								
PROJECT TITLE Station 1 LED Lighting		INSTRUMENT TYPE ☒ Grant ☐ Contract ☐ Cooperative Agreement INSTRUMENT NUMBER 5283-SEP24-B																						
RECIPIENT NAME AND ADDRESS City of Minot Fire Department 2111 10th ST SW Minot, ND 58701		GRANTOR ND Department of Commerce Division of Community Services 1600 East Century Ave, Suite 6, PO Box 2057 Bismarck, ND 58502-2057 Phone: (701) 328-5300																						
RECIPIENT UEI NUMBER (Unique Entity ID) D33RGAW88JU9		BUDGET/PROJECT PERIOD 10/01/2024-6/30/2025	DATE 10/14/24																					
RECIPIENT TYPE ☐ State Government ☐ Indian Tribal Government ☒ Local Government ☐ Individual ☐ Education ☐ For Profit Organization ☐ Hospital ☐ Other Nonprofit Organizations ☐ Other (Specify) _____		FUNDING SOURCE ☒ Federal \$11,012.00 ☐ State _____ ☐ Other _____																						
FEDERAL AUTHORIZING LEGISLATION P.L. 94-163		TYPE OF AWARD ☒ New ☐ Renewal ☐ Amendment No. _____																						
FEDERAL GRANT NUMBER DE-EE0010044 (M003) dated 8/15/2024		CFDA NUMBER 84.041																						
ADMINISTERING AGENCY Minot Fire Department		PROJECT ADMINISTRATOR Brent Weber	TELEPHONE (701) 857-4740																					
PROCUREMENT METHOD (CONTRACTS) ☐ Formal Bid ☐ Noncompetitive Negotiation ☐ Small Purchase ☐ Competitive Negotiation																								
FUNDING AUTHORIZATION <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. DCS Funds Awarded This Action</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">11,012.00</td> </tr> <tr> <td>2. DCS Carryover Funds Authorized</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>3. DCS Previous Awards This Project Period</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>4. DCS Previous Deauthorizations This Project Period</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>5. Current DCS Funds Authorized</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">11,012.00</td> </tr> <tr> <td>6. Recipient Share of Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,753.00</td> </tr> <tr> <td>7. Total Approved Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">13,765.00</td> </tr> </table>				1. DCS Funds Awarded This Action	\$	11,012.00	2. DCS Carryover Funds Authorized	\$	_____	3. DCS Previous Awards This Project Period	\$	_____	4. DCS Previous Deauthorizations This Project Period	\$	_____	5. Current DCS Funds Authorized	\$	11,012.00	6. Recipient Share of Budget	\$	2,753.00	7. Total Approved Budget	\$	13,765.00
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6. Recipient Share of Budget	\$	2,753.00																						
7. Total Approved Budget	\$	13,765.00																						
REMARKS																								
This award agreement is entered into by the <i>RECIPIENT</i> and <i>GRANTOR</i> specified above. The <i>RECIPIENT</i> agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.																								
EVIDENCE OF RECIPIENT ACCEPTANCE		EVIDENCE OF GRANTOR ACCEPTANCE																						
NAME Kelli Kronschnabel		NAME Maria Effertz																						
TITLE Fire Cheif		TITLE Director																						
SIGNATURE  Kelli Kronschnabel (Oct 16, 2024 09:15 CDT)	DATE 10/16/2024	SIGNATURE  Maria Effertz (Oct 16, 2024 11:23 CDT)	DATE 10/16/2024																					

PART II
General Assistance Terms & Conditions
Updated 6/17/19

- A. AVAILABILITY OF FEDERAL FUNDS - If disclosed on Part I, funds to be disbursed under this Award have been appropriated pursuant to the enabling federal legislation cited in Part I of this Award. Should federal funds become limited by the awarding federal agency, this grant may be amended accordingly.
- B. STATE APPROPRIATION AUTHORITY - Funds authorized under this Award are subject to State Appropriation Authority.
- C. SCOPE OF WORK - All work and activities authorized by this Award will be performed in accordance with the terms and conditions and work program attached, described, or referenced in this agreement. In addition, if a work or grant proposal was submitted, all work will comply with that which was described and requested in the work proposal unless otherwise noted as changed.
- D. LIMITATIONS ON EXPENDITURES - The total cost of performing the tasks under this Award must not exceed the total funds authorized in Part I, Basic Information and Signatory Sheet, and will be limited to and in accordance with those delineated in the budget plan attached to this Award.
- E. AMENDMENTS AND MODIFICATIONS - When necessary, the Recipient may request changes in the scope of services to be provided in this Award to include changes in the attached budget. These requests must be made in writing and supported with appropriate documentation. Such changes must not be undertaken until incorporated by written amendments to this Award.
- F. RECORD RETENTION AND ACCESS - The DCS and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Recipient and of persons or organizations the Recipient may contract with which involve transactions related to this Award. The Recipient shall retain all documents, papers, records and books that are pertinent to this Award for a period of five (5) years following the submission of the final Financial Status Report or until all audit findings have been resolved, whichever is later unless otherwise stated in this agreement.
- G. SUBCONTRACTING - The Recipient shall not assign, transfer, or subcontract professional service responsibilities (excluding approved construction and rehabilitation services) covered under this Award without prior written approval of the DCS.
- H. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION - The assistance provided under this Award shall not be used in the payment of any bonus or commission for the purpose of the preparation of and/or activities associated with obtaining approval of the work proposal.
- I. TERMINATION - The Recipient and the DCS may terminate this Award agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. Unless otherwise noted in Part III of this award, the other party must receive such notice at least thirty (30) days before the effective date of termination. Cause for termination may include nonperformance of specified work activities and noncompliance with the terms and conditions of this Award. The DCS shall be liable only for work performed or services provided under this Award prior to the effective date of termination.

- J. DEFAULT - If the Recipient fails to comply with the terms of this Award or fails to use the Award for only those purposes set forth herein, the DCS may, unless otherwise noted in Part III of this award:
1. After notice to the Recipient, suspend the award and withhold further payment or prohibit the Recipient from incurring additional obligations of grant funds, pending corrective action by the Recipient.
 2. Terminate the Award in whole, or in part, at any time before the final award payment is made. The DCS shall promptly notify the Recipient in writing of the determination to terminate, the reason for such termination, and the effective date of the termination.
- K. NONDISCRIMINATION - The Recipient agrees that it will be subject to and will comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended by the Executive Orders 11375 and 12086, the Age Discrimination Act of 1975, and Title VIII of the Civil Rights Act of 1968. Under these acts, no person shall on the grounds of race, color, religion, sex, national origin or age be excluded from participation in, be denied the benefits or be otherwise subject to discrimination under this program.
- L. SECTION 504 - The Recipient agrees that it will be subject to and will comply with Section 504 of the Rehabilitation Act of 1973. Under this act no person shall solely by reason of disability be excluded from participation in, be denied the benefits of or be subjected to discrimination under this program.
- M. CODE OF CONDUCT - Recipients shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the Award and administration of contracts supported by federal funds. No employee, officer or agent of the Recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
1. The employee, officer or agent;
 2. Any member of his immediate family;
 3. His or her partner; or
 4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Recipient's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Recipient's officers, employees, or agents, or by contractors or their agents.

PART III - PROGRAMMATIC TERMS AND CONDITIONS

State Energy Program (SEP)

Updated – 7/21/23

Funding under this award is provided through the Department of Energy's State Energy Program (10 CFR Part 420). This award is not for research purposes.

- A. ORIGINAL DOCUMENTATION/METHOD OF PAYMENT/COST MATCHING – All grant documentation (grant agreement, Request for Payment, etc.) will be submitted to the ND Division of Community Services (DCS) in original form.

Payment shall be made by the Grantor to the Recipient in the following manner:

1. Payments will be made on a reimbursement basis, upon receipt of the Energy Reimbursement Request (SFN 59519), documentation of costs, i.e., copies of invoices and/or bills. The Energy Reimbursement Request is available at:
<https://www.commerce.nd.gov/sites/www/files/documents/Community%20Services/Renewable%20Energy/State%20Energy%20Program/SFN%2059519%20EECBG%20Reimbursement%20Request.pdf>
2. A final invoice will be submitted to the Grantor no later than twenty (20) days following termination of this agreement, unless otherwise stated in the Scope of Work.

The Recipient must refund any excess payments received from the Grantor, including any costs determined unallowable. Upon the end of the project period (or the termination of the award, if applicable), the Recipient must refund the difference between (i) the total payments received from the Grantor and (ii) the grant share of the costs incurred.

The Recipient is required to provide a match equal to 20% of the total project cost. The total cost is the sum of the Grantor share and Recipient match of total eligible project costs. The Recipient's cost match must come from non-Federal sources and can be cash or in-kind. Cash and in-kind contributions used to meet the matching contribution requirement are subject to the limitations on expenditures described in 10 CFR 420.18(a), but are not subject to the 20 percent limitation in 10 CFR 420.18(b).

If the Recipient determines that it is unable to meet its cost sharing obligations, the Recipient must notify the DCS immediately.

The Recipient must maintain records of all project costs that it claims as cost matching, including in-kind costs, as well as records of costs to be paid by the Grantor. Such records are subject to audit.

- B. PROGRESS & FINANCIAL REPORTING - If required in the Scope of Work, program narrative reports shall be submitted by the recipient to the Grantor no later than twenty (20) working days after the closing of the reporting period. The reporting period shall coincide

with the calendar quarters. A copy of the Recipient's annual or regular audit shall be supplied to Grantor upon request.

- C. UEI NUMBER AND SAM REQUIREMENTS - The Recipient must provide its Unique Entity Identification (UEI) Number to the Grantor and must maintain a current SAM registration throughout the term of this agreement.
- D. FEDERAL REPORTING - The Grantor is required to report any subaward that is \$25,000 or more on the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). If this award meets that criteria, it will be reported on FSRS and will be available for review on the www.USASpending.gov website.
- E. FINANCIAL MANAGEMENT STANDARDS - The Recipient will comply with 2 CFR Part 200 as amended by 2 CFR Part 910 are incorporated by reference into this agreement.

All project costs must be allowable, allocable and reasonable. The Recipient must document and maintain records of all project costs, including the Recipient Share of the project budget. The Recipient must be able to adequately demonstrate that costs claimed have been incurred, are reasonable and allocable, and comply with the cost principles. Upon request, the Recipient must provide project records for review and/or audit. Failure to provide adequate supporting documentation may result in a determination that costs are unallowable.

The Recipient is required to obtain prior written approval for any foreign travel costs.

Program income funds will be added to the award for further eligible project activities.

The Recipient shall arrange for an audit conforming to the requirements of 2 CFR Part 200 Subpart (F) should the total of its federal expenditures exceed \$750,000 in any of its fiscal years covered under this award.

- F. EXTRA WORK - If the Grantor desires to have the Recipient perform work or render services, other than provided for by the expressed intent of this agreement, this will be considered Extra Work, subject to written extension to this agreement setting forth the nature and scope thereof and the compensation therefore as determined by mutual agreement between the Grantor and the Recipient. Work under such extension will not proceed unless and until so authorized by the Grantor. Any such continuance of service which would cause compensation to exceed the total amount of this agreement shall be contingent upon the above provisions and the appropriation of necessary funds by the North Dakota Legislature or the Federal Government.
- G. STATEMENT OF FEDERAL/STATE STEWARDSHIP - The Grantor and the DOE will exercise normal federal stewardship in overseeing the project activities performed under this award. Stewardship activities include but are not limited to, conducting site visits; reviewing performance and financial reports/providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished. The Recipient must provide any information, documents, site access, or other assistance requested by

the Grantor or DOE for the purpose of its Federal stewardship.

- H. SITE VISITS - The Grantor and DOE may conduct site visits to review the work performed under this Award, to inspect property and records relating to this Award, to assess the Recipient's implementation of audit findings, and to review the Recipient's compliance with the terms and conditions of this Award and applicable Federal laws and regulations. DOE will provide reasonable advance notice of site visits and minimize interference with ongoing work, to the maximum extent practicable.

The Recipient must provide reasonable access to facilities, office space, resources and assistance for the safety and convenience of DCS or DOE representatives in the performance of their duties. All site visits and evaluations will be performed in a manner that does not unduly interfere with or delay the work.

Should the Recipient fail to comply with the requirements of this award, appropriate action consistent with 10 CFR 600.24 and 600.25 may be taken. This includes suspending or terminating funding.

- I. PUBLICATIONS - The Recipient may publish materials produced under this award. The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this award, whether copyrighted or not:

Acknowledgment: "This material is based upon work supported in part by the Office of Energy Efficiency and Renewable Energy (EERE), U.S. Department of Energy, under Award Number DE-EE010044."

Full Legal Disclaimer: "This report was prepared as an account of work supported in part by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the US Department of Energy or the United States Government".

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

- J. EQUIPMENT, SUPPLIES AND PROPERTY ACCOUNTABILITY - The Recipient must comply with federal standards for equipment, insurance, supplies and property management (see 2 CFR 200.310 through 2 CFR 200.316 and 2 CFR 200.453 along with 2 CFR 910.360

for For Profit Recipients).

Real property, equipment and intangible property that are acquired or improved with federal funds must be held in trust by the non-Federal entity (Recipient) as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 300.311-316 for additional requirements pertaining to real property, equipment and intangible property acquired or improved under this award.

Disposition of any equipment purchased with grant funds will be in accordance with Federal property disposal procedures. At such time as the property is no longer needed for its authorized purposes, and prior to the Recipient's intended sale, transfer, conversion or assignment, the Recipient must contact the Program Administrator for disposition instructions.

See 2 CFR 200.314 for requirements pertaining to supplies acquired under this award. See also 2 CFR 200.453 Materials and Supplies Costs, including costs of computing devices.

- K. NOTICE REGARDING PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS - It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

BUY AMERICAN REQUIREMENTS FOR INFRASTRUCTURE PROJECTS –

Definitions:

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;
- Dams, ports, harbors and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport and distribute energy.

Further, the “infrastructure” in question must either be publicly owned or serve the public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered “infrastructure” for purposes of this requirement. In cases where the “public” nature of the infrastructure is unclear, the recipient is required to consult with the DOE Grants Officer or Grantor who will render a determination.

Project means the construction, alteration, maintenance or repair of infrastructure in the

United States.

Construction Materials includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand or gravel; or aggregate binding agents or additives – that is, or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Domestic content procurement preference means and refers to the same thing as “Buy America Preference.”

Buy America Preference

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials and supplies that are consumed, incorporated into or affixed to an infrastructure project. As such, it does not apply to tools, equipment and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment or furnishings, such as removable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Preference requirements. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no

less than 15 days, as well as review by the federal Office of Management and Budget.

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved; material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement – based on one of the applicable justifications outlined above – as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The DOE or the Grantor may request, and the recipient must provide, additional information for consideration of this waiver. The final determination regarding approval or rejection of the waiver request may not be appealed.

L. LOBBYING RESTRICTION - By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

M. FEDERAL, STATE AND MUNICIPAL REQUIREMENTS/PERMITS AND RESPONSIBILITIES - The Recipient shall be responsible for obtaining any necessary

licenses and/or permits and for complying with applicable federal, state and municipal laws, codes, and regulations in connection with the execution of the work hereunder. The Recipient shall take proper safety and health precautions to protect the workers, the public, the environment and property.

- N. RESOLUTION OF CONFLICTING CONDITIONS - Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the State Energy Program Administrator at the Division of Community Services for guidance. The DCS will follow the DOE's guidance on the order of precedence for statutes and regulations.
- O. PURCHASE OF RECYCLED PRODUCTS - Funds made available under this award are subject to Section 6002 of the Resource Conservation and Recovery Act that requires preference be given in procurement programs to the purchase of specific products containing recycled materials developed by the Environmental Protection Agency (EPA). More information is available at [Resource Conservation and Recovery Act \(RCRA\) Laws and Regulations | US EPA](#).
- P. INTELLECTUAL PROPERTY PROVISIONS - Intellectual property rights are subject to 2 CFR 200.315 or 910.362.
- Q. HISTORIC PRESERVATION REQUIREMENT - Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Recipients should be aware that the Grantor will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the *SHPO/THPO* for its review, and the *SHPO/THPO* has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the SEP Program Administrator prior to or along with the first grant reimbursement request.

Recipients can use the Section 106 Clearance Form available on line at the following address in submitting requests for clearance to the North Dakota State Historic Preservation Office:

<https://www.commerce.nd.gov/sites/www/files/documents/Community%20Services/Renewable%20Energy/State%20Energy%20Program/SFN52654Section106ClearanceSavable.pdf>

R. NEPA REQUIREMENTS - It has been determined that the proposed activity falls into these bounded categories that have been categorically excluded:

1. Information gathering, analysis and dissemination
2. Technical advice and assistance to international, national, state and local organizations
3. Installation or, or improvements to, building and equipment instrumentation
4. Actions to conserve energy or water
5. Combined heat and power or cogeneration system
6. Solar photovoltaic systems
7. Solar thermal systems
8. Wind Turbines
9. Ground Source Heat Pumps
10. Biomass Power Plants
11. Alternative Fuel Vehicle Fueling Stations
12. Electric Vehicle Charging Stations

The activities must comply with the restrictions set forth for each of the bounded categories. The Recipient is responsible for identifying and promptly notifying the Grantor of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the “integral elements” (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular Project; and compliance with Section 106 of the National Historic Preservation Act (NHPA), as applicable.

If the Recipient later intends to undertake activities/projects that do not fall within the bounded categories, those activities/projects are subject to additional NEPA review by DOE and are not authorized for federal funding unless and until written authorization on those additions or modifications is provided. Should the Recipient elect to undertake activities/projects prior to written authorization, the Recipient does so at risk of not receiving federal funding for those activities/projects, and such costs may not be recognized as allowable cost match.

If the approved activities occur in a floodplain or wetland, the Grantor must be contacted prior to beginning any site work to determine if additional NEPA review and approval by the DOE is required.

S. PERFORMANCE OF WORK IN THE UNITED STATES - All work performed under this award must be performed in the United States. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. If the Recipient fails to comply with this requirement, some or all of the work conducted or purchases made may be recognized as unallowable and ineligible for reimbursement.

T. RECORD RETENTION – The Recipient is required to retain records relating to the award in accordance with 2 CFR 200.334 through 200.338.

U. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS – Notwithstanding any other provisions of the Award, the Grantor shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any

of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the award.

- V. LIMITATIONS ON COMPENSATION COSTS – The annual compensation costs for an individual allowable under this award are limited to \$250,000 (i.e. \$250,000 is the maximum amount that this award will reimburse the Recipient for any one individual's annual compensation and any costs above the \$250,000 will not be recognized as match).

This limitation does not restrict the Recipient from providing annual compensation to an individual that exceeds \$250,000. However, any amount above \$250,000 cannot be included in the total project costs (i.e. Grantor or Recipient share costs).

For purposes of this award only, the term "annual compensation costs" is defined to include the total amount of wages and salary paid to the employee.

- W. NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES – By entering into this agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud or abuse to a designated investigative or law enforcement representative or a federal department or agency authorized to receive such information. The Recipient further attests that it does not and will not use any federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form or agreement it uses unless it contains the following provisions:

- "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights or liabilities created by existing statute or Executive order relating to (1) classified information (2) communications to Congress (3) the reporting to an Inspector General of a violation of any law, rule or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."
- The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414 or any other form issued by a federal department or agency governing the nondisclosure of classified information.
- Notwithstanding provision listed in the first bullet, a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the US Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

- X. CONFERENCE SPENDING – The Recipient shall not expend any funds on a conference not

directly programmatically related to the purpose for which this award was given that would defray the cost to the US Government of a conference held by any executive branch department, agency, board, commission or office for which the cost to the US Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such executive branch department, agency, board, commission or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location and number of employees attending such conference.

Y. MANDATORY DISCLOSURES – The Recipient must disclose, in a timely manner, in writing to the Grantor all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award.

Z. INSURANCE COVERAGE – See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 360(d) for additional requirements for real property and equipment for For-Profit recipients.

AA INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP – The Recipient shall immediately, but no later than five days, notify the Grantor of the occurrence of any of the following events: (1) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (3) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee or other officer with similar powers over the Recipient, under any other applicable state or Federal law; or (4) the Recipient's insolvency due to its inability to pay debts generally as they become due.

Notification will be in writing and will: 1) specifically set out the details of the occurrence of an event referenced in paragraph A; 2) provide the facts surrounding that event; and 3) provide the impact such event will have on this award.

Upon the occurrence of any of the four events described in the above paragraph, the Grantor reserves the right to conduct a review of the Recipient's award to determine compliance with the required elements (including cost share, progress towards project objectives and submission of required reports). If the Grantor determines there are significant deficiencies or concerns with the Recipient's performance under this award, the Grantor reserves the right to impose additional requirements, as needed, including change of payment method or instituting stricter payment controls.

BB. DEBARMENT/SUSPENSION – The Recipient shall not make any award, or permit any award (subgrant or contract) at any tier to any party which has been debarred or suspended or is otherwise ineligible for participation in federal assistance programs.

CC. DOMESTIC PREFERENCE – INFRASTRUCTURE PROJECTS – As appropriate and to the extent consistent with law, the Recipient must ensure and document that, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products (items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber) used in the project under this award must be produced in the United States.

DD. FOREIGN NATIONAL ACCESS – The Recipient may be required to provide information to the Grantor or DOE in order to satisfy requirements for foreign nationals’ access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a US citizen by birth or naturalization. If the Recipient (including any of its subrecipients, contractors or vendors) anticipates involving foreign nationals in the performance of the award, the Recipient may be required to provide specific information about each foreign national to ensure compliance with the requirements for access approval.

EE. EXPORT CONTROL – The US government regulates the transfer of information, commodities, technology and software considered to be strategically important to the US to protect national security, foreign policy and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls”. The Recipient must determine when project activities trigger Export Controls and ensure compliance and shall immediately report to the Grantor and provide the corrective actions to prevent future violations.

FF. FINANCIAL CONFLICT OF INTEREST – The Recipient must have a written and enforced administrative process to identify and manage Financials Conflicts of Interest (FCOI) with respect to all projects for which DOE funding is sought or received. When requested, the Recipient must promptly make information available to the Grantor relating to the disclosure of financial interests and the Recipient’s review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient’s determination of an FCOI.

The Recipient is responsible for ensuring compliance and reporting identified financial conflicts of interests to the Grantor.

GG. FRAUD, WASTE AND ABUSE – The mission of the DOE Office of the Inspector General is to strengthen the integrity, economy and efficiency of DOE’s programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits and inspections to include grants, cooperative agreements, loans and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse and mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR 200.113 Mandatory disclosures which states:

The non-Federal entity or applicant for Federal award must disclose, in timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make the required disclosures can result in any of the remedies described in 200.339.

HH. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – As set forth in 2 CFR 200.116, the

recipient is prohibited from obligating or expending project funds on certain telecommunications and video surveillance equipment. Please review 2 CFR 200.116 and see Public Law 115-232, section 889 for additional information.

STATE ENERGY PROGRAM APPLICATION
NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
 SFN 59023 (05/22)

1600 E. Century Avenue, Suite 6
 PO Box 2057
 Bismarck, ND 58502-2057
 (701) 328-5300

Please complete and submit this form with your proposal and supporting documents. If you need additional space, please use separate pages.

Organization City of Minot Fire Department			Address 2111 10th St SW	
City Minot	State ND	ZIP Code 58701	Telephone Number (701) 857-4740	Fax Number
E-mail Address brent.weber@minotnd.gov			Date of Application 03/15/24	SAM Unique Entity ID* D33RGAW88JU9

*Applicants **MUST** have valid System for Award Management (SAM) assigned Unique Entity ID (UEI) to be eligible for funding.

Recipient Type

☐	State Government	☐	Education	☐	For Profit Organization	☐	Tribal Government
☒	Local Government	☐	Hospital	☐	Individual	☐	Other Nonprofit Organization
☐	Other (Specify)						

Primary Contact Brent Weber		Title Battalion Chief	
Primary Telephone 7018574740		Primary E-mail Address brent.weber@minotnd.gov	
Chief Executive Officer Kelli Kronschnabel	Title Fire Chief	E-mail Address kelli.kronschnabel@minotnd.gov	

- Is there any potential conflict of interest? If yes, please explain in a separate document and attach to the application. - Does your project involve retrofitting or making improvements to a building? If yes, in what year was your building constructed? _____ - Is the building you are retrofitting/improving on the National Historic Register? **If your building is more than 49 years old or is on the National Historic Register, please submit a completed Section 106 Clearance Form with your application. This form is available at: https://www.communityservices.nd.gov/uploads/7/SFN52654Section106ClearanceSavable.pdf - Building Area in square feet impacted _____ - Is the applicant currently in violation, or dealing with a case regarding violations of Federal criminal law involving fraud, bribery, or gratuity violations?	☐ Yes ☒ No ☒ Yes ☐ No ☐ Yes ☒ No ☐ Yes ☒ No
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Project Name Station 1 LED Lighting	
Total Project Budget (Note: A Minimum 20% Match is Required) \$ 13,765.00	Amount Requested \$ 11,012.00
Proposed Start Date 11/01/20	For What Duration 3 mo.
Describe the project budget and include any other sources of funding for the project. List all expenses and associated costs. **NOTE: Purchase of services or goods over \$10,000 require three bids. These bids must be included with the reimbursement request. If your project budget includes salary expenses, only actual expenses may be reimbursed and must be supported by personnel activity records/timecards that are inclusive of all employee activity. The project is to replace the 2X4 foot drop in ceiling troffer lights. The current fixtures are 2 and 3 bulb T8 fluorescent fixtures. The replacement fixtures are LED. The cost of the project is as follows. Purchase 92 LED fixtures at a cost of \$109.95 ea. totalling \$10,115.40. This does not include shipping. Installation of the 92 fixtures by a local electrician at \$3,265.00. This does not include additional parts if needed. City of Minot funds from the Fire Department building account will be used to cover the 20% matching funds.	

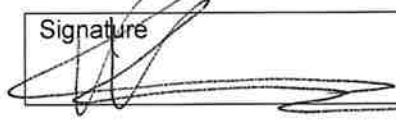
Describe your project in detail. If your project includes energy saving retrofits to a building, specify the building to be modified, the changes to be made and provide pictures of the area to be retrofitted. Please include a clear statement of the need or problem to be addressed and the activities you will complete.

This project will take place in our Fire Station 1 or Headquarters station. This building was built in the year 2000 and became operational in January of 2001. The project will replace 25 3 bulb T8 fixtures in the office areas along with 67 2 bulb T8 fixtures in other areas including common areas, hallways and bathrooms. All fixtures will be replaced with the LED troffer fixtures. Installation of the fixtures will be completed by local electricians as quoted. Disposal of fixtures and recycling of tubes will be done internally within the City of Minot.

Describe the results you expect from your project and include how you will measure project success. If your project involves installing or performing energy efficiency retrofits, please complete and attach our Energy Analysis Form that can be found at <https://www.communityservices.nd.gov/uploads/30/sfn59261energysavinganalysisavable.pdf>.

After the completion of the replacement fixtures, the Fire Department should see both a drop in maintenance and a drop in the electrical billing. The Fire Department has seen an increase in the replacement of light ballasts for the current fixtures and with the cost of the ballasts and labor increasing, affecting our current budget. Replacement fixtures should eliminate the need for these costs. Attached is the projected savings of the replacement fixtures.

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in this application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with federal financial requirements contained in 2 CFR Part 200 and that funds awarded be included in audits and financial statements. I certify that the applicant will comply with all local, state and federal laws and regulations, including but not limited to, the State Health Department's requirements for solid waste management and EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing Federal or North Dakota State Government grants or loans.

Signature 	Title Fire Chief	Date 09/18/20
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For Commerce Use Only			
Approved ☒	Amount of Grant \$11,012.00	Date Sept 30, 2024	Authorized Signature: <i>Kevin Iverson</i>
Is the applicant debarred or suspended? ☐ Yes ☒ No			

ENERGY SAVINGS ANALYSIS

NORTH DAKOTA DEPARTMENT OF COMMERCE

DIVISION OF COMMUNITY SERVICES

SFN 59261 (01/21)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Bruce Hagen at (701) 665-4496 or bahagen@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
	.076			

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
2 bulb fixture replacement		170.82		
3 bulb fixture replacement		335.07		
Total	0	505.89	0	0

Energy Cost Savings. Calculate by multiplying *Utility Rate Information* by *Energy Savings*.

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
2 bulb fixture	\$	\$ 869.66	\$	\$	\$ 869.66
3 bulb fixture	\$	\$ 636.75	\$	\$	\$ 636.75
	\$	\$	\$	\$	\$ 0
Total	\$ 0	\$ 1506.41	\$ 0	\$ 0	\$ 1506.41
Total Project Energy Cost Savings					\$ 1506.41

Payback. Provide the following information about and savings generated by this ECM.

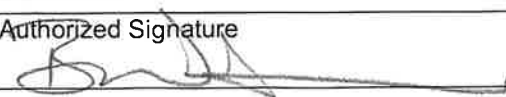
Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
\$ 13380.40	\$ 1506.41	8.88

Describe the basis for the estimated savings generated by this ECM:

See attached document.

Certification:

I, the undersigned representative of Minot Fire Department (Company), certify that to the best of my knowledge this information is true and correct.

Name (Please Print) Brent Weber	Title Battalion Chief
Authorized Signature 	Date 03/18/2024

For Commerce Use Only		
Verified	☒	Authorized Signature <u>Cameron S Hayes</u>
Date	03/20/2024	

Unit description:	Cost KWH	Ex watts	Repl watts	# units	Hrs/yr	Annual Savings	Cost/unit	Total cost	Payback yrs.
2 Bulb light replacement	.076	60	34	67	6570	\$869.66	145.44	9,744.48	
3 Bulb light Replacement	.076	85	34	25	6570	<u>\$636.75</u>	145.44	<u>3,636.00</u>	
					Total:	\$1506.41		\$13,380.48	

Light fixtures: 92 @ \$109.95 = \$10,115.40

Install labor: \$3,265.00

Total: \$13,380.40

Minot Fire Department 5283-SEP24-B to sign

Final Audit Report

2024-10-16

Created:	2024-10-15
By:	Emmalee Sorrels (ejsorrels@nd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjRA4RCkAeZCh9o8HDaObP3d20MpYwe4d

"Minot Fire Department 5283-SEP24-B to sign" History

-  Document created by Emmalee Sorrels (ejsorrels@nd.gov)
2024-10-15 - 7:09:23 PM GMT- IP address: 165.234.252.245
-  Document emailed to kelli.kronschnabel@minotnd.gov for signature
2024-10-15 - 7:10:08 PM GMT
-  Email viewed by kelli.kronschnabel@minotnd.gov
2024-10-15 - 7:10:47 PM GMT- IP address: 166.137.83.61
-  Signer kelli.kronschnabel@minotnd.gov entered name at signing as Kelli Kronschnabel
2024-10-16 - 2:15:56 PM GMT- IP address: 165.234.40.254
-  Document e-signed by Kelli Kronschnabel (kelli.kronschnabel@minotnd.gov)
Signature Date: 2024-10-16 - 2:15:58 PM GMT - Time Source: server- IP address: 165.234.40.254
-  Document emailed to meffertz@nd.gov for signature
2024-10-16 - 2:16:00 PM GMT
-  Email viewed by meffertz@nd.gov
2024-10-16 - 4:22:31 PM GMT- IP address: 104.47.65.254
-  Signer meffertz@nd.gov entered name at signing as Maria Effertz
2024-10-16 - 4:23:04 PM GMT- IP address: 74.207.139.29
-  Document e-signed by Maria Effertz (meffertz@nd.gov)
Signature Date: 2024-10-16 - 4:23:06 PM GMT - Time Source: server- IP address: 74.207.139.29
-  Agreement completed.
2024-10-16 - 4:23:06 PM GMT



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: November 4, 2024

**SUBJECT: MDU EASEMENT FOR REGULATOR STATION AT SW WATER
TOWER SITE**

I. RECOMMENDED ACTION

It is recommended City Council approve the permanent easement with MDU and authorize the Mayor and staff to sign any required documents.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

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

III. DESCRIPTION

A. Background

MDU has contacted several property owners in southwest Minot requesting a permanent easement for a gas regulator station to provided gas service to southwest Minot. According to MDU, no property owners have been willing to accept an easement on their property. In addition, MDU has stated the southwest section of the city has a supply shortage of natural gas.

B. Proposed Project

MDU has contacted the city and requested a permanent easement on city property located at the SW Water Tower site on 30th Street SW, just north of 37th Avenue SW. The site is in close proximity to their trunk line on 37th Avenue and can provide the needed service to our growth area.

MDU is willing to pay the city \$5,000 for the 30'x60' easement. Staff has worked with MDU to find a location on city property that will work for both parties. MDU will also screen the regulator station as shown in the attached exhibit.

C. Recommendation Detail

Staff recommends council approve the easement. The city's property can support the infrastructure and the southwest growth area needs the gas service.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing, Excellent and Connected

B. Service/Delivery Impact:

Being able to supply the city with natural gas service enables the city to continue to add new homes and businesses into the future.

C. Fiscal Impact

MDU has offered to pay the city \$5,000 for the permanent easement.

Project Costs

\$5,000 revenue

Project Funding

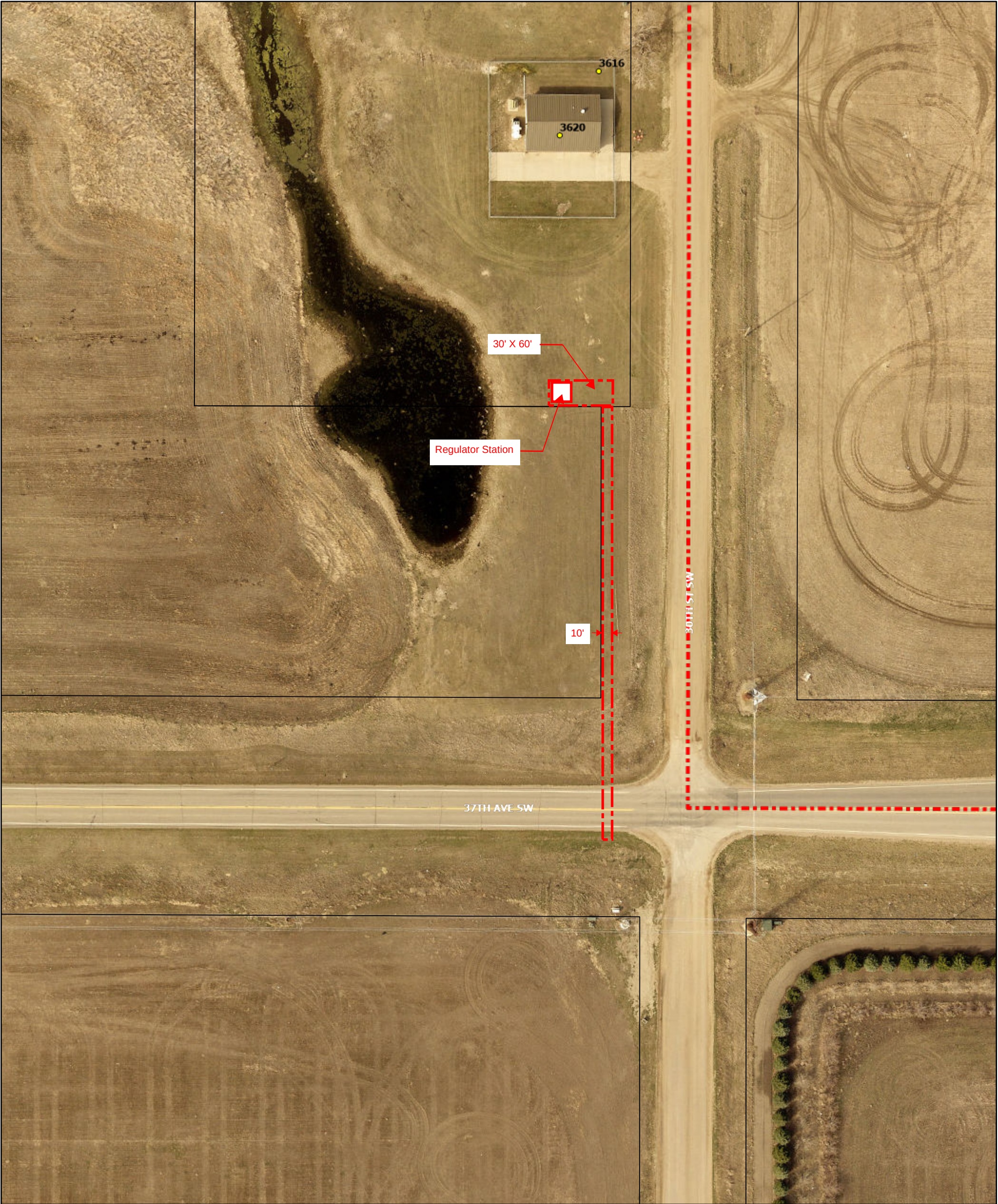
Water utility

VI. ALTERNATIVES

Alternative 1: Council could chose to deny the easement on city property. MDU would have to find another property owner to negotiate with.

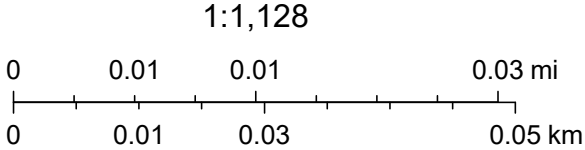


ArcGIS Web Map



10/25/2024, 8:25:42 AM

- Minot Parcels
- City Limits
- Two Mile Boundary





TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: November 4, 2024

SUBJECT: 2024 CONCRETE PAVEMENT REHAB - FINAL PAYMENT (4807)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$4,480.82 to be paid to Keller Paving & Landscaping, Inc.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

This is the annual maintenance project to repair and rehabilitate concrete pavement streets that are showing moderate to severe pavement distresses. Joint re-sealing, crack sealing, concrete replacement, mud-jacking and other treatments to distressed streets will improve riding and safety and increase pavement life.

B. Proposed Project

This project includes 1 proposed area of work. It is focused on the 37th Ave SW area, from 16th St SW to 30th St SW.

C. Recommendation Detail

On Tuesday, March 12, 2024, at 11:00 AM, bids were opened for this project. Keller Paving & Landscaping, Inc. was the low bidder. Now that the project is finished, the City is obligated to submit final payment to Keller Paving and close out the project.

IV. IMPACT

A. Aspirations

Resilient and Prepared – This project moves us in the right direction as we address our roadway maintenance backlog.

Excellent and Connected – This project directly addresses what residents have said they wanted to see, better roadway maintenance.

B. Service/Delivery Impact:

This project will provide needed maintenance and rehabilitation of existing infrastructure throughout the City to extend the life of the roadways. The work area of this project is a heavily traveled roadway and serves the main route to Trinity Hospital.

C. Fiscal Impact

Project Costs

Contractor's bid price \$ 327,905.75

Change Orders 1 - 3 \$ 59,043.25

Total

Final Construction \$ 386,949.00
Cost

Project Funding

Street Maintenance \$ 8,000,000.00

Account No.

10038000-44508

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4807
Engineer:	City Engineer	Engineer's Project No.:	4807
Contractor:	Keller Paving & Landscaping, Inc.	Contractor's Project No.:	
Project:	2024 Concrete Pavement Rehab		
Contract:	2024 Concrete Pavement Rehab		
Application No.:	3-Final	Application Date:	10/29/2024
Application Period:	From 9/6/2024	to	10/4/2024

1. Original Contract Price	\$	327,905.75
2. Net change by Change Orders	\$	59,043.25
3. Current Contract Price (Line 1 + Line 2)	\$	386,949.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	386,949.00
5. Retainage		
a. 0% X \$ 386,949.00 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)	\$	386,949.00
7. Less previous payments (Line 6 from prior application)	\$	382,468.18
8. Amount due this application	\$	4,480.82
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

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

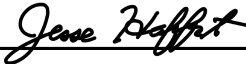
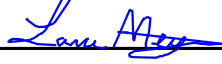
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Keller Paving and Landscaping, Inc.

Signature:  **Date:** 10/29/2024

Recommended by Engineer	Approved by Owner
By: 	By: 
Title: Project Manager, City of Minot	Title: City Engineer
Date: 10/29/2024	Date: 10/30/2024

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

Owner:	City of Minot					Owner's Project No.:	4807				
Engineer:	City Engineer					Engineer's Project No.:	4807				
Contractor:	Keller Paving & Landscaping, Inc.					Contractor's Project No.:					
Project:	2024 Concrete Pavement Rehab										
Contract:	2024 Concrete Pavement Rehab										

Application No.:	3-Final		Application Period:	From	09/06/24	to	10/04/24	Application Date:	10/29/24		
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
1	CONTRACT BOND	1.0	LS	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
2	MOBILIZATION	1.0	LS	44,700.00	44,700.00	1.00	44,700.00		44,700.00	100%	-
3	TRAFFIC CONTROL-TYPE 2	1.0	LS	18,600.00	18,600.00	1.00	18,600.00		18,600.00	100%	-
4	REMOVE CONCRETE PAVEMENT	627.5	SY	40.00	25,100.00	627.50	25,100.00		25,100.00	100%	-
5	REMOVE CURB AND GUTTER	96.0	LF	45.00	4,320.00	96.00	4,320.00		4,320.00	100%	-
6	ADJUST CASTING (ALL TYPES AND SIZES)	0.0	EA	1,250.00	-	-	-		-		-
7	REPLACE VALVE BOX TOP SECTION	0.0	EA	900.00	-	-	-		-		-
8	ADJUST VALVE BOX	0.0	EA	550.00	-	-	-		-		-
9	COMMON EXCAVATION	212.0	CY	35.00	7,420.00	212.00	7,420.00		7,420.00	100%	-
10	TOPSOIL-IMPORTED	2.0	CY	100.00	200.00	2.00	200.00		200.00	100%	-
11	AGGREGATE BASE, CLASS 5	220.0	TON	37.00	8,140.00	220.00	8,140.00		8,140.00	100%	-
12	HMA FULL DEPTH PATCH	82.5	SF	9.00	742.50	82.50	742.50		742.50	100%	-
13	10 IN NON-REINFORCED CONCRETE PAVEMENT - CL ASE	62.9	SY	201.80	12,693.22	62.90	12,693.22		12,693.22	100%	-
14	CONCRETE CURB AND GUTTER	96.0	LF	85.00	8,160.00	96.00	8,160.00		8,160.00	100%	-
15	EPOXY PVMT MK 4 IN LINE-GROOVED (YELLOW)	0.0	LF	8.22	-	-	-		-		-
16	SEEDING (HYDRO-MULCH)	40.0	SY	32.50	1,300.00	40.00	1,300.00		1,300.00	100%	-
17	THERMOPLASTIC PVMT MK MESSAGE GROOVED	0.0	SF	174.00	-	-	-		-		-
18	SPALL REPAIR-PARTIAL DEPTH	0.0	SF	80.00	-	-	-		-		-
19	LONGITUDINAL PCC JOINT RESEAL (HOT POUR)	27,717.0	LF	2.25	62,363.25	27,717.00	62,363.25		62,363.25	100%	-
20	TRANSVERSE PCC JOINT RESEAL (HOT POUR)	18,558.0	LF	2.25	41,755.50	18,558.00	41,755.50		41,755.50	100%	-
21	RANDOM PCC CRACK SEALING (SILICONE) - 5/8" WIDTH	0.0	LF	4.80	-	-	-		-		-
22	REMOVE VALLEY GUTTER	31.1	SY	40.00	1,244.00	31.10	1,244.00		1,244.00	100%	-
23	VALLEY GUTTER - CLASS ASE	31.1	SY	150.00	4,665.00	31.10	4,665.00		4,665.00	100%	-
24	10 IN REINFORCED CONCRETE PAVEMENT - CL ASE	564.6	SY	243.00	137,197.80	564.60	137,197.80		137,197.80	100%	-
25	TENSAR GEOGRID NX850	420.7	SY	10.40	4,375.28	420.70	4,375.28		4,375.28	100%	-
26	SUBGRADE PREPARATION	420.7	SY	3.50	1,472.45	420.70	1,472.45		1,472.45	100%	-
					\$ 386,949.00		\$ 386,949.00	\$ -	\$ 386,949.00	100%	\$ -

Progress Estimate - Unit Price Work

Owner:City of Minot

Engineer:City Engineer

Contractor:Keller Paving & Landscaping, Inc.

Project:2024 Concrete Pavement Rehab

Contract:2024 Concrete Pavement Rehab

Owner's Project No.:4807

Engineer's Project No.:4807

Contractor's Project No.:

Application No.:3-Final

Application Period:From09/06/24to10/04/24

Application Date:10/29/24

A	B	C	D	E	F	G	H	I	J	K	L					
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)					
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)									
Change Orders																
					-		-		-		-					
					-		-		-		-					
Change Order Totals					\$	-	\$	-	\$	-	\$	-				
Original Contract and Change Orders																
Project Totals					\$	386,949.00		\$	-	\$	-	\$	386,949.00	100%	\$	-



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: November 4, 2024

SUBJECT: ADDITION OF RESTRICTIVE COVENANTS FOR PROPERTY ACQUISITIONS

I. RECOMMENDED ACTION

It is recommended City Council approve the restrictive covenants for the listed properties and authorize the Mayor and Finance Director to sign the covenants.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Three pieces of property have been purchased recently in relation to different flood control projects. Since the acquisitions were related to flood control, the Department of Water Resources has a 75% cost share for those properties.

B. Proposed Project

The City's agreement with DWR requires properties purchased for flood control to have restrictive covenants placed on them to prevent the construction of structures that could inhibit conveyance of floodwaters. The properties at 100 3rd St NE, 311 1st Ave NE, and the Kemper Property located east of the Public Works facility have all been submitted to DWR and reimbursement has been received. After council approval, the restrictive covenants are recorded at the Ward County Records office.

C. Recommendation Detail

The recommended covenants are necessary as part of the City's agreement with DWR as a cost share partner. Restrictive covenants are a requirement of the cost-share policy.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

These acquisitions are part of future or current flood control projects. The properties provide a cost-saving alternative to be constructed in these locations.

C. Fiscal Impact

Project Costs

The properties have been purchased and DWR has reimbursed for the purchases. The recording of restrictive covenants costs about \$20.

Project Funding

Funds are available in the funds previously set aside for these two acquisitions from sales tax flood control and sales tax infrastructure to cover these recording fees.

VI. **ALTERNATIVES**

N/A

RESTRICTIVE COVENANTS

The City of Minot, a North Dakota municipal corporation (hereinafter referred to as "City"), whose principal address is 10 3rd Avenue SW, Minot, ND 58701, the owner of the following described real property located within the County of Ward, North Dakota, hereby establishes and adopts the following restrictions and covenants set forth herein relative to the following described real estate located within the City of Minot, County of Ward, to-wit:

KEMPER ADDITION LOT 5

RAMSTADS SECOND ADDITION LOT 9 BLOCK 1

RAMSTAD'S SECOND ADDITION LOT 8 BLOCK 1

Hereinafter referred to as "Property."

WHEREAS, the City, acting by and through its City Council, has entered into an Agreement with the North Dakota State Water Commission and has submitted an action plan which includes, amongst other things, the acquisition of Property, including the purchase of structures and the demolition and/or removal of the same and convert the land to open space, recreational uses, or for flood control purposes;

WHEREAS, said Property was previously privately owned and has been subjected to flooding;

WHEREAS, one of the purposes for the acquisition of said Property was to mitigate future flood damages; and

WHEREAS, the North Dakota State Water Commission requires the grantees under its program to establish restrictions on the acquired Property.

NOW, THEREFORE, the City of Minot, North Dakota, does hereby resolve and covenant that the Property described herein is subject to the following terms and conditions in perpetuity:

1. The Property shall be used for purposes compatible with open space, recreational, or wetlands management practices, parks, outdoor recreational activities, parking lots that the local flood plain manager approves in writing before commencement of the construction of the structure.
2. No new structures or improvements shall be erected on the property other than:
 - a. public facilities that are open on all sides and functionally related to the uses permitted herein;
 - b. a public restroom;

- c. flood control improvements and/or structures including but not limited to dams, dikes, levees, diversion channels. Water retention structure/methods, dam repairs, drop structures and miscellaneous flood control improvements;
- d. paved surfaces;
- e. pervious parking lots; and
- f. parks and other recreational facilities that do not reduce flood conveyance.

3. No subsequent application for additional disaster assistance related to the property for any purpose will be made by the City to any Federal entity.

4. That any breach or threatened breach of the restrictive covenants set forth herein may be enjoined upon application by the City of Minot or the State of North Dakota.

5. The restrictive covenants contained herein shall run with the property and be binding upon the City's successors, grantees, and assigns.

DATED this ____ day of _____, 2024.

CITY OF MINOT, A NORTH DAKOTA
MUNICIPAL CORPORATION

By: _____
Thomas Ross, Its Mayor

ATTEST:

By: _____
David Lakefield, Its Finance Director

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this ____ day of _____, 2024, before me, a notary public within and for said County and State, personally appeared Thomas Ross and David Lakefield, the Mayor and Its Finance Director, respectively, of the City of Minot, known to me to be the persons named herein and who executed the foregoing Restrictive Covenants on behalf of the City of Minot.

Notary Public



TO: Mayor Ross
Members of the City Council

FROM: Justin Sundheim, Police Captain

DATE: November 4, 2024

SUBJECT: CITY OF MINOT ANIMAL POUND SERVICES REQUEST FOR PROPOSALS (RFP)

I. RECOMMENDED ACTION

- 1. It is recommended City Council accept the framework of the RFP response by Souris Valley Animal Shelter (SVAS); and**
- 2. Direct city staff to negotiate operational and financial terms of a 1-year contract with Souris Valley Animal Shelter (SVAS).**

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800
Justin Sundheim, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

The City of Minot has had a contract with the Minot Veterinarian (Vet) Clinic regarding animal pound services for several years. The Minot Police Department was notified earlier this year by the Minot Vet Clinic of their desire to opt out of the contract at the end of 2024, which is established by the agreed upon terms of the existing contract. As a result, a request for proposal (RFP) was put out for animal pound services for the City of Minot. Souris Valley Animal Shelter (SVAS) was the only entity that submitted a response to the RFP.

B. Proposed Project

Annually, the Minot Police Department takes approximately 800 animals into custody. Animals that are taken into custody may be the result of a lost pet, aggressive/dangerous animals, feral in nature, or any animal that is deemed unlawful by city ordinance. In addition to a location for animal placement, veterinarian services are also required for situations where emergency care or euthanasia is required. Staff is also needed to accommodate day to day care of the animals while they are in custody, as well as administrative documentation to include billing, licensing, etc.

C. Recommendation Detail

A request for proposal (RFP) was published to the public on October 4th with a deadline of October 23rd. Souris Valley Animal Shelter (SVAS) was the single respondent to the RFP. A committee composed of personnel from the Minot Police Department reviewed SVAS's response and held a subsequent interview with them.

IV. IMPACT

A. Aspirations

Provide safe and welcoming community.

B. Service/Delivery Impact:

Will enable the city to continue to provide animal pound services to the community.

C. Fiscal Impact

FY2025 budget includes a \$47,500 allocation for Pound Service Agreements. The actual project cost under the submitted proposal by SVAS will increase beyond current allocation.

Project Costs

TBD.

Project Funding

10021000-44340 Pound Services Agreements \$47,500

VI. ALTERNATIVES

1. Reject RFP response from SVAS. The ability to provide animal pound services would become interrupted for the City of Minot.
2. Reject RFP response from SVAS and direct city staff to research potential options, such as a city-owned/run animal pound.
3. Accept RFP response from SVAS and direct city staff to continue to research long term solutions such as city-owned/run animal pound.

ANIMAL POUND SERVICES FOR THE CITY OF MINOT

REQUEST FOR PROPOSAL

The City of Minot, Police Department, hereafter referred to as “the City”, is requesting proposals from qualified firms to provide animal pound services. The successful service provider will work closely with the Minot Police Department, to meet the City’s needs.

The request for proposals (RFP) does not commit the City to award a contract or contracts and is a proprietary document issued solely for the benefit of the City of Minot. Any response, including written documents and verbal communications, by any service provider to this RFP shall become the property of the City and may be subject to disclosure pursuant to state law.

Service providers responding to the RFP must submit two (2) hard copies of their proposal, signed by a representative authorized to bind the services of the company, in a sealed envelope by **11:00 AM on October 23, 2024**

City of Minot
Att: Minot Police Department, Chief of Police
PO Box 5006
10 3rd Ave SW Minot, ND 58702-5006

Incomplete proposals or proposals submitted after the above specified date and time will be rejected. Oral, facsimile, telegraphic, electronic, or mailgram proposals will not be accepted as fulfilling the requirements.

No proposal shall be accepted from, or contract awarded to, a firm in which any City of Minot employee, director, or official has a direct or indirect financial interest, in violation of applicable City rules. Entities that are legally related to each other or to a common entity which seek to submit separate and competing proposals, must disclose the nature of their relatedness.

The City shall not be liable for any cost associated with the development, transmittal, or presentation of any proposals submitted in response to this RFP. It shall be the service provider’s responsibility to review and verify the completeness of its proposal.

Any questions pertaining to the RFP should be directed to the Minot Police Department representative via email or phone at the following:

Captain Dale Plessas
(701) 857-4868
dale.plessas@minotnd.gov

The City assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during the procurement process.

In addition, the City will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by the City other than those provided by the City through the issuance of addenda. In no event may a service provider rely on any oral statement by the City or its agents, advisers, or consultants. Should a service provider find discrepancies of omissions in this or any other documents proceeded by the City, the service provider should immediately notify the City of such potential discrepancy in writing, and if the City determines clarification to be necessary, a written addendum will be posted.

Each service provider requesting an interpretation will be responsible for delivering such request to the City's designated representative as indicated.

BACKGROUND AND INTRODUCTION

It is the intent of the RFP to establish a Professional Services Agreement with one service provider for the animal pound services for the City of Minot, Police Department . The agreement will begin at 12:01 A.M., the day after the service provider has been notified that the agreement has been fully executed, and it will expire at 11:59 P.M. on the date three (3) years after commencing the agreement. It is the intent of the City to develop a three (3) year agreement, but the City reserves the right to negotiate a different length of the agreement for a sole option.

THE CITY'S RIGHTS AND OPTIONS

The City, at its' sole discretion, reserves the following rights:

1. To cancel the RFP with or without the substitution of another RFP.
2. To take any action affecting this RFP, this RFP process, or the service of facilities subject to this RFP that would be in the best interest of the City.
3. To issue additional requests for information.
4. To require one or more service providers to supplement, clarify, or provide additional information for the City to evaluate the proposals submitted.
5. To conduct investigations with respect to the qualifications and experience of each service provider.
6. To waive any defect, formality, or irregularity in any proposal received.
7. To reject any or all proposals received.
8. To award all, none, or any part of the services that are in the best interest of the City, with one or more of the service providers responding, which may be done without re-solicitation.
9. To discuss and negotiate with the selected service provider(s), any terms and conditions in the proposals including, but not limited to, financial terms.
10. To enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the service providers responding.

PROPOSAL CONTENT AND FORMAT

A. General Information

The proposal should contain the following items and information:

1. Cover Letter – This should be signed by the officers of the company. The letter should indicate that the service provider agrees to and is bound by the proposal as submitted unless modifications are mutually agreed to by the City and the service provider.
2. Executive Summary that contains a summary of the proposal.
3. Proposed Rate Schedule showing fees for impoundment and veterinarian services to be performed in accordance with the RFP.

B. Qualification of Service Providers

1. Each service provider must submit a Statement of Qualifications.
2. The proposal shall provide general background information about the service provider, including a brief history, incorporation information or legal status, nature of the service provider's business, and a general description of experience and qualifications.
3. The proposal shall describe prior experiences like the services required under this RFP.
4. Service provider shall indicate all or part of the identified work tasks that qualifies it to do the work requested in the RFP. Current clients for which the similar services are provided should be identified by name, address, telephone number, and contact person. By submitting this information, the service provider understands and hereby agrees that such persons or entities may be contacted by the City for references. In addition, by submitting the proposal, the service provider agrees that the City may, as part of the background investigation of the service provider, contact any other client or jurisdiction for whom the service provider has done a similar service. The service provider likewise understands that such references may be used by the City in evaluating the proposals submitted.
5. The service provider should describe any experience or background in developing animal pound services for any other municipality, government agency, or private entity.
6. The service provider should describe its Affirmative Action policies.
7. The service provider shall furnish any other information which may support and document its experience and qualifications to perform this project, including published articles and anecdotal documentation from companies who have utilized the services described in the proposal submitted.

C. Subcontractors

If the service provider proposes to utilize subcontractors in its performance of the contract, the service provider must explain in detail the portion of the work to be performed by the subcontractor. The subcontractor must be identified in writing in the proposal, together with all information including the qualification, organizational structure, and other background material necessary for the City to determine whether the subcontractor is qualified to assist the service provider with Animal Pound Services.

D. Scope of Work

The recommended minimum requirements for work required by the service provider are as follows:

1. A veterinarian will be on-site during normal business hours, Monday through Friday, 8:00 AM to 5:00 PM.
2. The impound facility will have the capability to house a minimum of 10 dogs and 15 cats separately; with 5 kennels being fully enclosed with a top. Dog kennels shall be a minimum of 6 ft in height. The facility will have a separate area to hold animals that are either injured, sick or suspected of having the rabies virus. Ability for the staff to handle and a facility to house reptiles, rodents, birds, and all other animals as needed, to include medium sized livestock.
3. A veterinarian available, on an on-call basis, 24 hours a day, seven days a week.
4. A 24-hour disposal area for animals, dogs, cats, and other pets as well as other animals and livestock.
5. A minimum of one veterinary technician and one kennel support staff, available during normal business hours and available on an on-call basis for assistance to the Minot Police Department Community Service Officers and Police Officers, as needed.
6. Animal examinations requested by the Community Service Officers will be done at no charge to the City unless drugs or other veterinary supplies are used or needed.
7. The provider agrees or adheres to the following procedures:
 - a. Animals will be held for a minimum of three (3) business days. Monday through Friday are considered business days. *For example: If an animal is impounded on Friday, that animal will be held Saturday, Sunday, Monday, Tuesday, and Wednesday for a total of 5 days. Saturday and Sunday would not count as the first 2 days of impoundment.*
 - b. The animals are to be fed twice a day. Water is given as needed.
 - c. The animals are to be checked between the hours of 7:00 AM and 9:00 AM, 12:00 (noon) and 1:00 PM, and between 4:00 PM and 5:30 PM.
 - d. The kennels shall be cleaned and disinfected daily.
8. A patrol supervisor or a Community Service Officer will determine to what extent an injured animal will be treated. No animal will be treated by a veterinarian without authorization by the patrol supervisor or the Community Service Officer.

9. An 8' x 12' office space, separate from the veterinary business office, will be provided for issuing summons, releasing of animals, interviewing suspects, and preparing reports. An 8' x 12' storage area, separate from the office space, will also be provided for live traps and other animal control-related equipment. A separate, dedicated phone line will be provided for the City Pound phone number.
10. A secretary, receptionist, or business manager will be available to collect fees and issue licenses. The individual will also be responsible for preparing a report to the Minot Police Department outlining the City Animal Pound functions monthly, due no later than the fifth business day of the following month. This report will include, but is not limited to, the number of animals impounded, euthanized, released to owner, or rescued; as well as the number of licenses issued. This employee will also be responsible for filing licenses, answering the City Pound telephone, and doing research to assist citizens who call the City Pound telephone and assist with other requests from the Community Service Officers.
11. The facility must be accessible to Minot Police Department Community Service and Police Officers twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
12. There will also be a space available for the necessary forms, city licenses, and other miscellaneous paperwork required by Minot Police Department employees for placement of an animal into the pound.
13. The provider will be responsible for euthanasia and disposal of the animals when the three (3) day impound period has been reached, in accordance with Minot City Ordinance, and/or any court order. Before euthanasia, the provider shall obtain clearance to proceed from Minot Police Department staff.
14. The provider is responsible for all necessary food, water, and cleaning supplies that are required to maintain the care for the animals and pound facility.
15. If an animal with special care needs is impounded, it will be the provider's responsibility to provide the necessary food, bedding, and whatever items may be needed to care for the animal.
16. The agreement will list separate prices for dogs, cats, ferrets, and other special categories such as reptiles and livestock, as needed. The cost of euthanasia for each type of animal will also be listed separately.

E. Insurance requirements

1. At its sole cost, the proposer shall secure and keep in force from an insurance company authorized to do business in the state of North Dakota, the following insurance coverage: commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence.”

PROPOSAL FOR CITY ANIMAL POUND SERVICES

SOURIS VALLEY HUMANE SOCIETY, INC.

DBA

SOURIS VALLEY ANIMAL SHELTER (SVAS)

OCTOBER 2024

3. Proposed Rate Schedule

SVAS would bill the City of Minot on a monthly basis. The administrative fee is due in advance on the 1st of the month. All other fees and charges will be billed at the end of the month and would be due on NET 10 terms.

a. **BOARDING**

Boarding fees for all types of animals includes: food, water, bedding, cat litter, cleaning and disinfecting of kennels and kennel staff to facilitate these listed services. These fees are consistent with other like-sized communities in the Midwest as well the fees Ward County is paying for impoundment.

- **DOG OR CAT:** \$35/calendar day/animal for duration of the hold period
- **RABBIT/SNAKE/REPTILE/RODENT/BIRD (EXCLUDING CHICKENS) UNDER 8 LB:** \$15/calendar day/animal for the duration of the hold period
- **RABBIT/SNAKE/REPTILE/RODENT/BIRD (EXCLUDING CHICKENS) OVER 8 LB:** \$20/calendar day/animal for the duration of the hold period
- **ANY LIVESTOCK INCLUDING CHICKENS:** \$85/animal for the entire standard 3 business day hold period. Subcontracted to Minot Veterinary Clinic
- After hours, weekend or holiday on-call needs requiring kennel support staff to report to SVAS: First hour \$50, each additional hour \$35

b. **DESIGNATED/RESERVED CAT/DOG KENNELS SOLELY FOR POUND USE**

- If the city desires a certain number of cat and/or dog kennels **reserved & designated solely** for impound use, any empty/unused kennels will be billed at the same rate of \$35/day.
- If the city exceeds its number of reserved kennels on any given day, SVAS will make every effort to accommodate the need for additional kennels. Additional kennels beyond what was reserved for impound use will be billed at \$45/day instead of the standard \$35.

c. **EUTHANIZATION FEE**

- **DOG:** \$150
- **CAT:** \$140
- **RABBIT/SNAKE/REPTILE/RODENTS/BIRD (EXCLUDING CHICKENS) UNDER 8 LB:** \$120
- **RABBIT/SNAKE/REPTILE/RODENTS/BIRD (EXCLUDING CHICKENS) OVER 8 LB:** \$140

- **LIVESTOCK:** To be determined based on weight of animal and will be billed based on current office rates at Minot Veterinary Clinic
- d. **CREMATION** (required if animal is euthanized at SVAS except when remains need to be forwarded for further laboratory testing or otherwise court ordered)
- \$110/animal (cat, dog or other small animal) up to 40 lbs.
 - \$135/animal (cat, dog or other small animal) 41-150 lbs.
- e. **RESCUE RECOVERY FEE IN LIEU OF EUTHANIZATION AND CREMATION FEES** (living, unredeemed animal whose ownership is turned over to SVAS at the end of the mandated hold period, as is current practice)
- **DOG:** \$85
 - **CAT:** \$85
 - **RABBIT/SNAKE/REPTILE/RODENTS/BIRD (EXCLUDING CHICKENS) UNDER 8 LB:** \$50
 - **RABBIT/SNAKE/REPTILE/RODENTS/BIRD (EXCLUDING CHICKENS) OVER 8 LB:** \$60
 - **LIVESTOCK:** \$85
- f. **VETERINARY SERVICES**
- After hours, weekend or holiday office call charge for veterinarian if needed to report to SVAS: \$300
 - After hours, weekend or holiday on-call needs for veterinary tech to report to SVAS: First hour \$60, each additional hour \$45
 - Basic intake exam during regular business hours when in-house vet is available, if requested by CSO: No charge, unless medication or veterinary supplies are required
 - All other veterinary services, medications and veterinary supplies will be billed at the current office rate. All services to be approved by Minot PD prior to any services being rendered unless it is determined to be an emergency by a licensed veterinarian.
 - Any veterinary services that cannot be accommodated by our in-house clinic will be subbed out to another area clinic at the approval of Minot PD. Any work performed by a subcontracting clinic will be billed through at the subcontracting clinic's rate with no additional markup from SVAS. While this list is not comprehensive, it would include things like after hours calls when in-house veterinarian is on vacation or complex cases beyond the scope of our practice.

g. ADMINISTRATIVE FEE

- \$1000/month

This fee covers: dedicated phone line for the city pound, access to internet service in the SVAS building for CSOs, a dedicated desk for CSOs in community office area, shared use of the boardroom by CSOs for interviews, required monthly reports prepared by SVAS to Minot PD, SVAS staff hours to collect fees, issue licenses, and answer pound phone if CSO not present, and an area to place an 8'x12' shed that is owned by the City of Minot behind the building for storage purposes.

This does NOT include use of SVAS computers, printers or office supplies by any city staff.

Summary of Costs

Service	Cost*	If Required
boarding fee/day/animal	\$35**	
monthly admin fee	\$1000	
euthanasia		\$150*
cremation		\$135*
rescue recovery fee/unredeemed animal	\$85 (if not euthanized)	
vet after hours		\$300
vet tech after hours		\$60 first hour (then \$45)
kennel staff		\$50 first hour (then \$35)
veterinary services, medications & veterinarian supplies		TBD
** SVAS will require (at minimum) the City to reserve 5 cat and 5 dog kennels per day		*50 lb. dog - prices will vary for other animals (see proposal)

We understand these costs may be more than the city has paid in the past for such services. However, the city ordinances establishing impound and license fees have not changed in a long time and are not consistent with the actual costs of impounding animals.

Resultantly, SVAS is proposing changes to the *Minot Code of Ordinances* to help offset the costs (see Appendix A).

SVAS proposes that any redeemed animal is required to be licensed in accordance with Division 2 of Chapter 7 of the *Minot Code of Ordinances*. Further, SVAS would request that we are deputized to issue licenses as provided for in §7-39 and retain the proposed increased \$5 fee (§7-39(d)).

Additionally, SVAS suggests an ordinance update to require the microchipping of redeemed animals at the owner's expense.

B. Statement of Qualifications

1) History of SVAS

SVAS was established in 1977 when nine founding members took action for homeless animals in Minot. Souris Valley Humane Society began operating in 1978. The original mission statement read, "to be dedicated to the prevention of cruelty to animals and to providing relief for animals that are suffering." It moved to its current location in 1984. In 2008, SVHS filed a DBA (doing business as) under the name Souris Valley Animal Shelter (hereafter referred to as SVAS). In 2020, a three-million dollar renovation took place to modernize and expand our facility. We have operated as a cat and dog animal shelter and rescue since our founding in 1978.

SVAS has closed four major puppy mills and provided ten loving homes for animals impacted by Hurricane Katrina. During the Minot flood in 2011, SVAS provided care at a Pet Evacuation Center for almost 600 pets whose families had been evacuated. SVAS has been serving the Minot community for 46 years and has saved more than 35,000 animals.

2) Affirmative Action & Non-Discrimination Policy of SVAS

Souris Valley Animal Shelter is an equal opportunity employer and equal opportunity service provider and has adopted the policy of providing equal employment opportunities and services to the public without discrimination on the basis of race, color, religion or creed, national origin or ancestry, sex, age, physical or mental disability, sexual preference, veteran status, genetic information or citizenship.

3) Incorporation Info/Legal Status

Souris Valley Humane Society, Inc is a 501(c)3 North Dakota nonprofit corporation incorporated on January 12, 1978, federal tax ID 47-0345317.

Certificate No. 28841



**CERTIFICATE OF INCORPORATION
OF**

SEVEN VALLEY BEEHIVE SOCIETY, INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that duplicate originals of Articles of Incorporation for the incorporation of

SEVEN VALLEY BEEHIVE SOCIETY, INC.

duly signed and verified pursuant to the provisions of the North Dakota Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation to

SEVEN VALLEY BEEHIVE SOCIETY, INC.

and attaches hereto a duplicate original of the Articles of Incorporation.

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State at the Capitol
in the City of Bismarck, this 12th day of

GREAT SEAL

October A. D. 1926.

Don H. Baker

SEN. (HON.) Secretary of State.

By _____

Deputy

SOURIS VALLEY HUMANE SOCIETY INC
1935 20TH AVE SE
MINOT ND 58701-6015



025618

Employer Identification Number: 45-0345317
Person to Contact: Mrs. K Hopton
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 15, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June 1980.

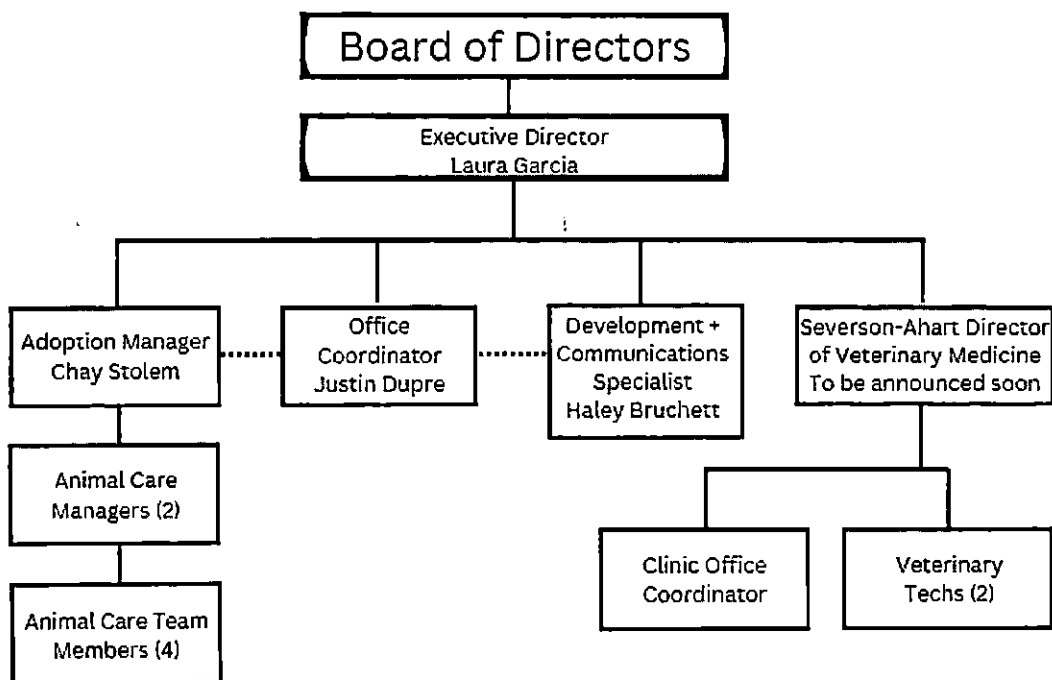
Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/ee for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4) Experience and qualifications

a) Current Organization Chart



Laura Garcia is our Executive Director. She has been employed by SVAS since 2020 and has led our team as Executive Director since June of 2023. Laura has an MBA from Mid-America Christian University and an institutional certificate for Animal Services Executive Leadership from Southern Utah University.

Dr. Michaela Huston, D.V.M. will soon be joining our team as the Severson-Ahart Director of Veterinary Medicine. Dr. Huston is a graduate of the University of Minnesota College of Veterinary Medicine and is licensed to practice by the North Dakota Board of Veterinary Medical Examiners license number 1624.

b) Board of Directors

Our board of directors is composed of community members who serve three year terms. Currently, we have six (6) members of the board.

- Sheila Miller - President
- Zach Krukenberg - Vice President
- Sarah Roseth - Treasurer
- Shelley Knight - Member
- Jaime Brown - Member
- Connie Reishus - Member

c) 2024 Annual Operating Budget

<u>Income</u>	<u>Annual</u>
Adoption Income	85000
General Donations	100000
Fundraisers - All Events	200000
Grants	100000
Membership	46200
In-kind Donations	35000
Charitable Gaming Donations	50000
<u>Total Income</u>	<u>616200</u>
<u>Expenses</u>	
Bank Charges & Fees CC Fees	8000
Total Veterinary Expenses	30000
Development - Expenses	37000
Dues & subscriptions	250
Insurance	16200
Legal & Professional Services	5400
Marketing	5000
<u>Payroll Expenses</u>	
-Health Insurance	12000
-Payroll Taxes 7.65%	20120
-Wages & Salaries	263000
Repairs & Maintenance	5000
In-kind Offset	35000
Total Supplies (food, shelter, office)	20400
Van Fuel, Maintenance	2500
<u>Total Utilities</u>	<u>30730</u>
<u>Total Expenses</u>	<u>465570</u>
Net Operating Income	150631
Debt Service (Principal, interest, fees)	109701
Cash Flow	40930

d) SVAS Statistics

	2023	2022	2021	2020
Total animals	441	836	628	507
Dog/Puppy Adoption	167	500	363	259
Cat/Kitten Adoption	248	303	221	210
Returned to owner (Ward Co. or other stray holds)	13	13	13	23
Live release rate	97.30%	98.10%	96.82%	97.23%

e) Overview of Services and Capacity of SVAS

SVAS has operated as a cat and dog shelter and rescue since our founding in 1978. Our facility consists of the following animal care and shelter facilities:

Parking: 20 parking spacing

Reception and office area: ADA compliant entry, reception area, restrooms, offices and board room

Dog kennels: 17 kennels divided in three rooms

Main dogs: 10 kennels with indoor/outdoor runs approx. 8'x4' inside & outside

Private dogs: 3 kennels with indoor/outdoor runs approx. 8'x4' inside & outside

Dog isolation: 4 indoor kennels approx 8'x4' each in a separate room with isolated, negative pressure ventilation to prevent the spread of disease within the shelter

Cat kennels: 18 total kennels divided between four rooms

Main cats: 12 kennels approx. 30"x30"x48"

Cat isolation: 4 kennels approx. 30"x30"x48" in a separate room with isolated, negative pressure ventilation to prevent the spread of disease within the shelter

Private rooms: two private cat rooms approx. 8'x8' for litters, expectant mothers, and cats needing additional space

Indoor dog park: 45'x28' indoor exercise area for dogs

Severson-Ahart Community Clinic: In-house veterinary clinic with a reception area, two exam rooms, surgical suite, recovery area and clinic workspace. Anticipated opening date for the clinic is January 1, 2025.

f) Prior Governmental Experience

We currently have a boarding agreement with the Ward County Sheriff's Department for boarding any dogs or cats the department is holding. The current agreement expires 10/24/24, and it was just extended for another year. Capt. Jason Kraft is our contact for this agreement. Ward County Sheriff's Department, 204 Front St. SE, Minot, ND, 58701. 701-857-6500

Past governmental boarding clients have included: Minot Air Force Base and Berthold.

g) Veterinary Services

As part of our building remodel in 2021, we built and equipped the Severson-Ahart Community Veterinary Clinic in our facility. A veterinarian was recently hired, and we are in the final stages of opening a veterinary clinic that will serve both animals in the care of SVAS and members of the community at large on a fee for services basis.

The focus of our clinic practice will be spay/neuter surgeries, vaccinations & microchipping and urgent care appointments, but the clinic will be equipped to handle most small animal veterinary cases. Targeted opening date for the clinic is January 1, 2025. The clinic will be staffed by one licensed veterinarian, two veterinary technicians and an office coordinator. The clinic will operate Monday through Friday from 8 am to 5 pm with the exception of holidays and scheduled vacations. After hours calls would be available to the city and would be billed as outlined in the rate schedule.

h) Euthanization and Disposal

SVAS does not believe in euthanization for space needs in our shelter and will only euthanize animals if they are too sick to be treated, too aggressive to be suitable for adoption or we are otherwise court ordered to do so. We are proud to maintain a 96% or higher live release rate over the last 5 years. As such, we have created our rate schedule with a rescue recovery fee in lieu of euthanization and cremation that is significantly less costly for the city than euthanizing and cremating an animal if an animal is turned over to SVAS live at the conclusion of the hold period. Our goal once ownership of an animal is turned over to SVAS following the mandated hold is to either (1) adopt the animal out ourselves with vaccination, microchip and spay/neuter completed, (2) move the animal into our foster care program or (3) transfer it to another rescue group.

SVAS also believes that the humane treatment of companion animals extends to respectful disposal of their remains when their life ends. SVAS will mandate that any animal requiring euthanization in its facility be disposed of via group animal cremation except in cases when the remains are required to be sent to the ND State Lab for further laboratory testing or otherwise court ordered.

SVAS will accept the remains of other deceased companion animals collected by Minot PD community service officers if the city accepts to pay the cost for a group cremation of the remains. Deceased animals would be stored in a proper manner until picked up for cremation.

SVAS will not allow its dumpster to be used for the disposal of deceased animals and will not allow for the placement of a separate dumpster for the purpose of collecting deceased animals on its property. If such an arrangement is required by the city, it will need to be placed off of SVAS premises and be managed separately by the Minot PD.

C. Subcontractors

1. Livestock

Livestock, equine and farm animal boarding and associated veterinary care would be subcontracted to Minot Veterinary Clinic. Minot Veterinary Clinic is a veterinary clinic specializing in the care of livestock and equines. Their facility contains pens and holding space appropriate to care for large animals. Any unclaimed animals boarded at Minot Veterinary would become property of Minot Veterinary Clinic at the expiration of the mandated hold period. Minot Veterinary Clinic is located at 3010 E. Burdick Expy, Minot, ND 58701. Phone number is 701-852-4831. MVC was founded in 1953 in Minot and is owned by Dr. Russell Behm and Dr. Carin Frenchick.

2. Cremation

Cremation services will be subcontracted to Companion Animal Cremation of North Dakota. Companion Animal Cremation of North Dakota is located at 304 Central Ave. N., Valley City, ND, 58072. Phone 701-840-8247. It is owned by Delmere McLean.

3. Veterinary Services

Since we only have one veterinarian on staff, some after hours calls, specialty cases and vacation veterinary coverage may need to be subcontracted out. In any of these cases, prior authorization from Minot PD would be acquired before utilizing any outside veterinary services. If required and authorized by Minot PD, outside veterinary services would be billed through to the city with no additional markup from SVAS. Pinkerton Animal Hospital, Core Animal Care and West Oaks Animal Clinic work cooperatively for after hours calls; so, it is possible a case could be handled by any of these three clinics.

4. Other rescue partners

While not subcontractors, we regularly work with the following animal care organizations:

- ASPCA
- Best Friends Animal Society
- Maddie's Fund
- The Humane Society of the United States
- Petco Love
- Bissell Pet Foundation

D. Ability to Meet Capacity & Scope of Work

Our building houses seventeen (17) dog kennels divided between three (3) rooms and eighteen (18) cat kennels divided between four (4) rooms. Animal care staff is generally available 8 am to 8 pm daily. All animals in the shelter are fed twice per day and are provided water as needed. Kennels are cleaned twice per day and sanitized every morning.

SVAS agrees to hold all pound animals for a minimum of three (3) business days (or whatever time limit is codified in §7-56 (Minot Code of Ordinances) and provide necessary food, water and cleaning supplies required to maintain the care of impounded animals and the pound facility. SVAS further agrees to provide for any special care needs for animals brought into impound. If medication is needed for any special needs animals, the city agrees to be billed for the cost of the medication (e.g., a diabetic animal needing insulin). Our animal care staff would be available to the city after hours and the city would be billed for after hours calls according to the rate schedule.

The RFP requests capacity to house a minimum of 10 dogs and 15 cats. Our facility exceeds that requirement. If the city would like SVAS to hold 10 dog kennels and 15 cat kennels daily exclusively for city pound use, SVAS would require that each reserved kennel be paid at the current daily boarding rate regardless of whether a pound animal was housed in it on any given day. This would be necessary since SVAS would lose the use of the kennel for rescue purposes and would have to staff every day as if the kennel were full.

Based on the numbers provided by the Minot Police Department approximately 400 dogs and 400 cats are annually impounded. SVAS believes exclusively holding 10 dog and 15 cat kennels would be excessive and would leave much needed rescue kennels sitting empty. SVAS recommends the city reserves 5-7 kennels per night for both cats and dogs solely for pound use, and SVAS would require at minimum 5 cat and 5 dog kennels reserved every night for the pound to run effectively.

Kennels needed per day based on # of calendar days
an animal stays in impound

	3	4	5
400 cats or dogs per year	3.29	4.38	5.48

SVAS would agree to provide a dedicated desk and telephone for CSO use. The CSO would also have shared use of our boardroom to conduct any interviews or meetings and access to SVAS wireless network for internet connection. SVAS would also agree to provide a space behind our building to place a city owned shed for the purpose of storing any city owned animal control

equipment. SVAS would also provide appropriate space for storage of necessary forms, city licenses and other paperwork required to run the city pound within the building.

SVAS would also provide SVAS staff to collect fees, issue pet licenses, prepare required monthly reports to the Minot PD due on the 5th business day of the following month, filing licenses, answering the city pound phone and other general duties to assist the community service officers.

SVAS will provide key card access to the facility for the Minot Police Department. Individual key cards will be issued for each person needing access so that an electronic log can be maintained of who is accessing the building and when the building is being accessed.

1. SVAS Capabilities Beyond the Scope of Work

If awarded the pound contract, reunification of pets with their families would be of the utmost importance to SVAS. To that end, SVAS would be able to bring capabilities to bear that the Minot pound has not had in the past. This includes: (1) Shelter Manager software as a CRM for our facility. SVAS uses Shelter Manager to track all animals coming through SVAS along with their medical records, owner information and microchip information. This system allows all animals in the facility to have their information pushed out automatically on a daily basis to www.petfinder.com and www.adoptapet.com, two nationally known pet adoption websites. (2) SVAS will update its website to include a section for community members to look at any animals currently being held for the city. (3) Additionally, SVAS manages a Facebook group called Souris Valley Animal Shelter Community Pets where all impounded animals would be posted. We plan to cross-share the SVAS Community Pets post to another popular local lost and found pets group on Facebook called Save the Roof Kitty. (4) providing microchipping (if ordinance is updated).

Requiring microchipping as part of the licensing process is considered best practices in the U.S. animal control world, requiring microchipping for reunified animals the city would significantly increase future reunification rates and decrease the cost the city is paying to impound animals.

SVAS's current insurance coverage meets the city's requirements for coverage. Certificate of Liability Insurance is below.

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F. MISCELLANEOUS

1. Indemnification Agreement

If awarded this contract, SVAS would require the City of Minot to sign an indemnification agreement. The terms of the indemnification agreement would indemnify SVAS and hold SVAS harmless, its employees, its board of directors and any other agents or subcontractors of this contract in any claims or causes of action arising out the execution of services as outlined in this proposal. SVAS would further require the City of Minot to indemnify and hold harmless SVAS, its employees, its board of directors and any other agents or subcontractors of this contract for any claims or causes of action arising from any actions City of Minot employees take while on SVAS premises.

2. Termination of Agreement

SVAS reserves the right to cancel this agreement in the event of the following:

- **Breach or default:** With 30 days notice, if the City of Minot violates the contract or fails to fulfill their obligations. This would include failure to make any payments within 30 days of their due date.
- **Legal or regulatory changes:** If changes prevent one or both parties from fulfilling the contract terms.
- **Force majeure:** If an event makes it extremely difficult or impossible for a party to perform their duties. This could include natural disasters (fire, storms, floods), governmental or societal actions (war, invasion, civil unrest, labor strikes), and infrastructure failures (transportation, energy).
- **Insolvency:** If either party files for bankruptcy protection, makes an assignment for the benefit of creditors, or appoints a receiver or trustee over its property, the other party may terminate this Agreement immediately upon written notice.

APPENDIX A
PROPOSED ORDINANCE UPDATES

Sec. 7-39. Fees; exception; proration.

- (a) The owner or keeper of any animal shall pay a fee to the city for a license required by this division as follows:
 - (1) ~~Ten Five~~ dollars (\$~~10~~5.00) for a dog or cat which dog or cat has been spayed or neutered; or
 - (2) ~~Twenty Fifteen~~ dollars (\$~~30~~15.00) for any other dog or cat.
- (b) The fee required under subsection (a) shall not be required for a trained animal for a handicapped individual.
- (c) The fee set forth herein shall be for a license issued for two (2) years. If the term of the license is less than two (2) years by virtue of section 7-41 the fee shall be prorated to the nearest quarter of a year.
- (d) If a license is issued by a private person or entity who is not an employee of the city, who the city has deputized to issue licenses, the license fee shall be increased by five dollars ~~one dollar and fifty cents~~ (\$~~5.00~~ 4.50) which such private person or entity may keep as compensation for the work involved in issuing the license.

(Ord. No. 2659, § 1; Ord. No. 3116, § 11)

Sec. 7-57. Redemption of impounded animal; conditions.

- (a) If the identity of the owner of an animal which is impounded is known, or becomes known or is ascertainable through a tag or microchip, worn by the animal, the owner shall be notified ~~by mail, telephone, or personally~~, immediately. Subject to subsection (b), if within three (3) business days of the impoundment, the owner or keeper claims the animal and pays to the city the fees required by this division, the animal shall be returned to the owner or keeper.
- (b) If the impounded animal is a dog or cat which has been impounded previously, it shall not be released unless it has been spayed or neutered at the owner's cost. If the lack of spaying or neutering prohibits the release of the animal under the prior sentence, the person seeking its release may arrange for its spaying or neutering, and if such arrangements are made within the time provided in section 7-59 for the redemption of an animal, the time allowed for redemption of the animal shall be extended accordingly. Arrangements for spaying or neutering shall consist of paying the fee established by the city council for such services.
- (c) If the impounded animal is a dog or cat, it shall not be released unless it has been microchipped.

(Ord. No. 2659, § 1; Ord. No. 3116, § 12)

Sec. 7-58. Fee for redemption of impounded animals.

- (a) In any case where an animal is impounded, the owner or keeper claiming the animal shall pay to the city the license fee for the animal, if any, plus an impounding fee and a fee for the care and maintenance of the animal while in custody, as established by the city council.
- (b) The impounding fee for an animal for the first impounding shall be forty ~~twenty~~ dollars (~~\$40~~20.00).
- (c) In the event an animal is impounded a second time, the impounding fee shall be sixty ~~thirty~~ dollars (~~\$60~~30.00).
- (d) In the event an animal is impounded a third or subsequent time, the impounding fee shall be one hundred ~~fifty~~ dollars (~~\$100~~50.00).

(Ord. No. 2659, § 1; Ord. No. 3116, § 13)

Sec. 7-59. Disposition of unredeemed animal.

If an animal which is impounded is not redeemed within three (3) business days after placing the animal in the pound, the city, or the contracted entity providing pound services retains the option of ~~shall cause the animal to be destroyed~~ in as painless and humane a manner possible, or shall deliver the animal to any person not a resident of the city upon payment of the fees established by this division for keeping the animal or to any resident of the city upon the payment of the fees for taking and impounding the animal plus the payment of the standard license fees for the animal. The delivery of the animal to a person other than the owner shall be in accordance with the provisions of this code pertaining to the sale of abandoned property.

(Ord. No. 2659, § 1)



Souris Valley Animal Shelter



SVAS was established in 1977 when nine founding members took action for homeless animals in Minot, North Dakota. "Souris Valley Humane Society" (SVHS) began operating in 1978. The original mission statement read, "to be dedicated to the prevention of cruelty to animals and to providing relief for animals that are suffering." Thanks to the generous Minot community, it moved to its current location in 1984. In 1996, an add on with around 1,200 square feet of storage and kenneling took place. In 2008, SVHS filed a DBA (doing business as) under the name "Souris Valley Animal Shelter".

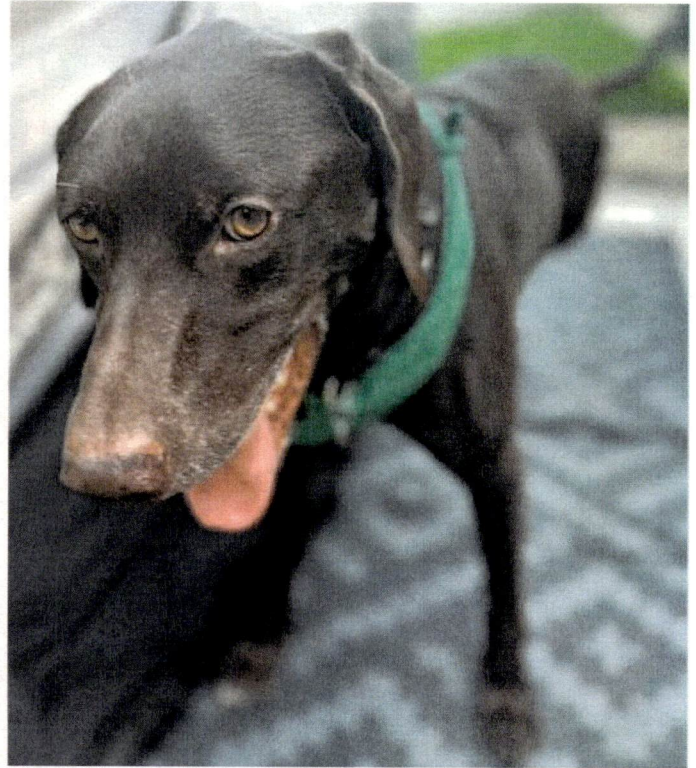
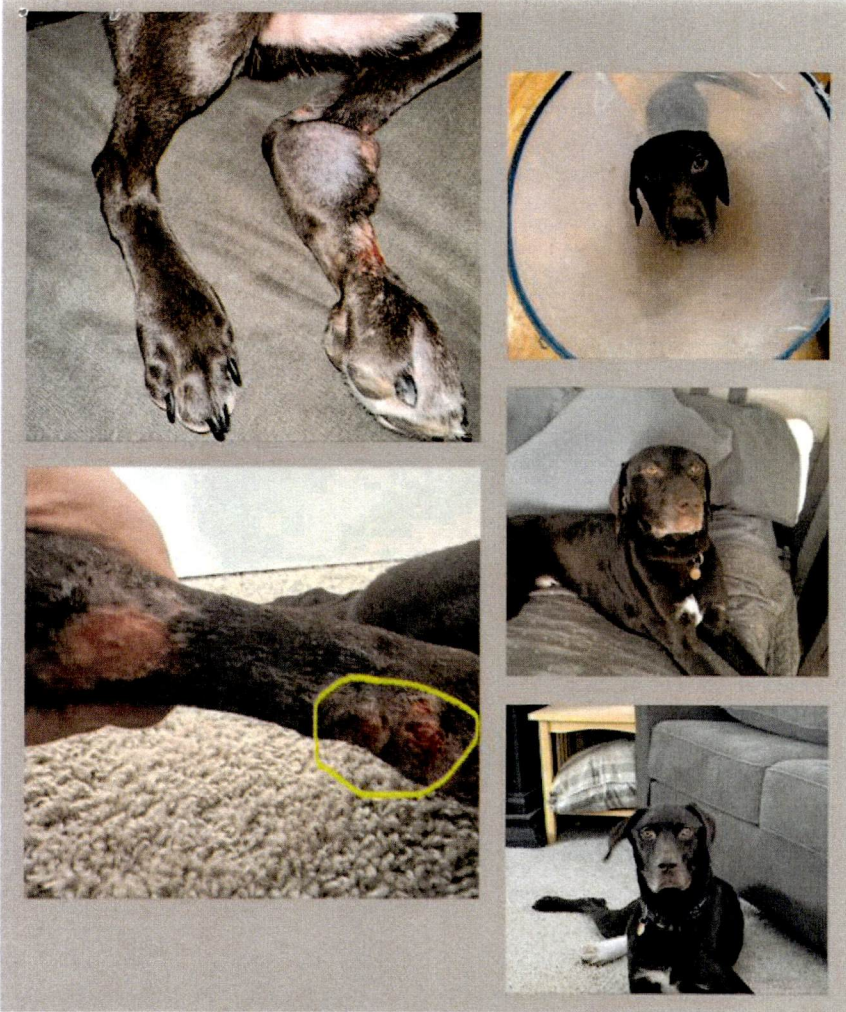
In 2020, dreams were realized when a three-million dollar renovation took place. Because of the incredible, animal-loving community of Minot, Souris Valley opened a state-of-the-art facility in 2021.

SVAS has closed four major puppy mills and provided ten loving homes for animals impacted by Hurricane Katrina. During the Minot flood in 2011, SVAS provided care at a Pet Evacuation Center for 540+ pets whose families had been evacuated. SVAS has been serving the community for 46 years and has successfully saved more than 35,000 animals.

1935 20TH AVE SW - MINOT, NORTH DAKOTA

SVAS is a North Dakota 501(c)3 Non-Profit Corporation, Federal Tax ID 45-0345317.

Max's Story



Hi my name is Max.

The people at the shelter tell me I am the handsomest, good boy they have ever met.

Before I came here, the man I was living with kept telling me I was more trouble than I was worth and kept saying he was going to shoot me. I don't know why he kept saying that. My leg just hurt a whole lot and sometimes my tummy did, too. I was trying to tell him, but he just didn't seem to understand me. One day he had a very loud conversation on the phone and then loaded me in the car. I was scared this was the day he was going to finally shoot me. After a long car ride, he took me into a building that I did not recognize. When I got inside, I met some new people who were so excited to see me and were so very kind to me. My person said some words to the lady there and then left in hurry. I spent a few nights at that new building. There were a bunch of other dogs there. It was pretty noisy but I felt really safe there. There were so many people who would pet me and take me for walks and play with me and sit with me to make sure I ate my food.

After a few days, I met this man who said he was going to let me stay at his house until I was all better. He took me to a doggie doctor who said I had a cancer in my leg. That's why my leg always hurt, and I couldn't keep food in my tummy. It was scary to hear; the doctor said to help me they would have to take my leg to make me feel better. My foster dad made it all not so scary. After my surgery, he sat with me in my kennel and laid with me on the floor and just rubbed my head. When we got home, he carried me up the stairs and helped me to learn to walk again.

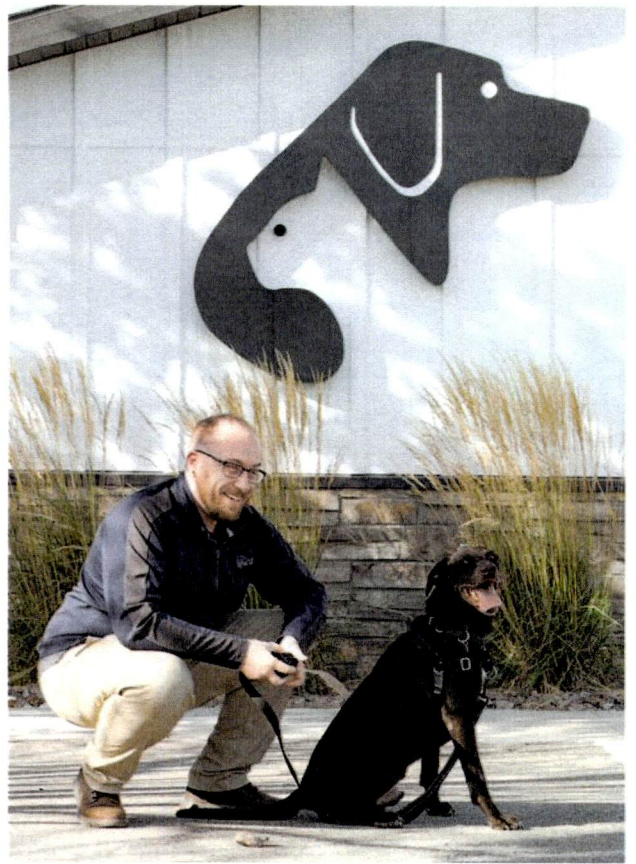
Max is just one of the **hundreds of animals** that SVAS has saved already this year.

None of that life saving work is possible without the **support of our community**.

WHO WE ARE

Integral Mission

To provide **more than a shelter** for dogs and cats. All animal lives are created equal in our hearts. Starting at birth, **animals deserve more than just humane treatment**. Unwanted, abandoned, abused, and lost animals deserve unconditional love, protection & quality care. **Our animals are more than pets, they're family.**



Mission Statement

Create a better world for pets and people by **advocating** for animals and **moving** communities forward.

Our Vision

We envision a **North Dakota** that practices **modern-day care**, shows **compassion**, and **provides opportunities** for shelter **pets** and the **community**. For this reason, we created a **shelter** that **represents** the true **quality of life** for **abandoned animals** in the Minot area.

Compassionate Culture Cultivation

We envision an organizational structure that's built on **integrity, unity** and **transparency**.

We've introduced a **new culture** that supports this.



Requiring our team and asking the community to do the following:

Keep the conversation constructive, not destructive

Avoid adding to social media negativity

Concerns & complaints:

DO

- Address it directly: admin@svaspets.com, or call and speak to Haley, Communications + Development
- Schedule a visit: Come spend time with staff & animals
- Ask questions about financial challenges.
- Get a better understanding of the 'why' behind decisions

DON'T

- Make blanket criticisms ("this shelter is awful")
- Targeting staff with physical and or verbal intimidation, harassment or threats

All the 'dos' and 'don'ts' encourage **healthy mental and emotional well-being**

Staff is less distracted and can **focus on the animals**

Encourage community to **sign the humane discourse pledge** to support respectful dialogue: humane.pro.org/humane-discourse

WHO WE ARE

Meet the Team



Executive Director

Laura Garcia

✉ laura@svaspets.com

Laura loves all animals with a fierce passion for our feline friends! She has 4 of her own and three of them are medical foster fails! Laura is passionate about giving the animals at SVAS the best care and quality of life as possible!



Communications + Development Specialist

Haley Burchett

✉ haley@svaspets.com

Haley is very passionate about advocating for children and animals. She has her own rescue dog, Moscow, who's currently undergoing his adult service dog training. She has a very animated, colorful personality and wants to make the largest impact she can at SVAS.



Adoption Manager

Chay Stolem

✉ adoption@svaspets.com

Chay loves all things kids and animals. She's been an animal advocate since the age of 5. She's a neonatal veteran and her mission is to save as many animals as she can.



Office Coordinator

Justin Dupre

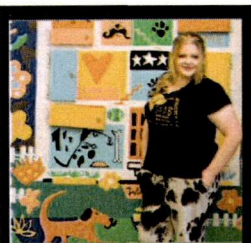
✉ justin@svaspets.com

Justin's favorite part of his job is getting to know all the animals' personalities! He always thought it would be fun to work with animals. He loves being greeted by such cute, furry faces everyday!

ANIMAL CARE TEAM



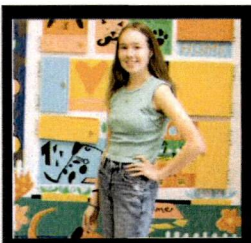
Hailey



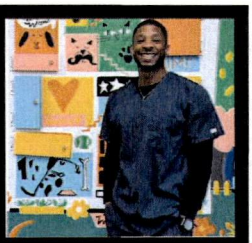
Genesis



Madison



Alexis



Gerard



Kierstin

Meet the Board of Directors



President
Sheila Miller

Sheila has made it her mission to reverse the tarnished reputation of the shelter by holding all board members and shelter personnel accountable.



Vice President + Special Events Committee Chair
Zach Krukenberg

Zach quickly rose in his station as a volunteer due to his passion for the nonprofit world and ability to network. He is one of our largest donors and loves doing anything he can to support shelter operations.



Board Member
Shelley Knight

Shelley adopted a pet whose quickly become family over the last 13 years. She believes animals can't help themselves and wants to work for an organization that helps animals in need.

Treasurer

Sarah Beth Roseth

Sarah is fierce when it comes to what she can accomplish with charities and non-profits. As the financial guru at SVAS, she assists us with budget planning, investment endeavors and so much more.

Board Member

Connie Reishus

Connie grew up on a farm near Sawyer, ND where her love of animals began. She has worked in the oil and gas industry for 14 years. In her free time, she enjoys spending time with two daughters and three very spoiled cats.

Board + Fundraising Events Committee

Jaime Brown

Jaime is on the board to be the biggest help possible. Wherever SVAS needs help, she steps up! She has two pups of her own and loves all animals, big and small.

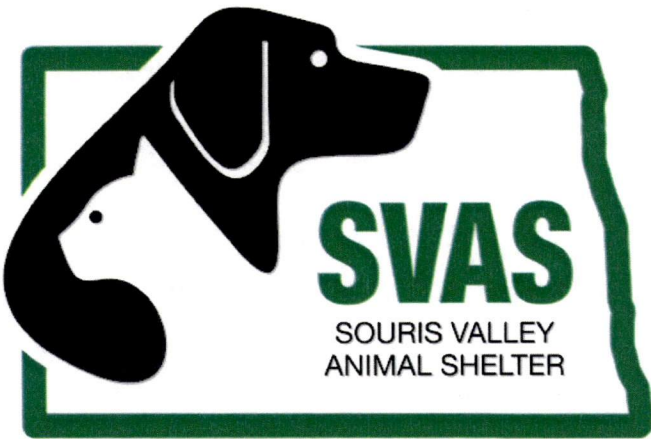
WHAT YOU CAN

Expect from Us

MARKETING

Branding

Our branding is meant to convey a **strong emotional connection** to animal welfare and advocacy statewide and beyond.



THE LOGO

Our 'all-about-the-animals' passion takes centerstage within the North Dakota state outline. You'll notice our dog and cat imagery breaks the state line. Our impact should be limitless, extending far beyond our own backyard.

Souris Valley Animal Shelter

THE NAME

We wanted a name that celebrates the present while honoring what's come before. "Souris Valley" comes from our local connection to the Souris River. Our river's valley is scattered with evidence of geological events and human habitation, telling a story that crosses boundary lines and goes back thousands of years.

Whether it remains calm within its banks or rises so high it threatens land and livelihood, the Souris River is a central feature in the lives of those who live alongside it.

Expect from Us

MARKETING

Reach

Facebook



23.5k

Followers: 15k
Community Pets: 8k
Alumni: 450

Donors + Volunteers



1.3k

Website Views



14k

YTD

Emails -YTD-



50%

Open Rate

Instagram + TikTok



3k



Google Searches



52k

YTD

Google Interactions



20.5k

YTD



33%

Open Rate

SOURCES OF ANIMAL INTAKE



Impound

(Minot, Williston, Dickinson)



Law enforcement partners



Turtle Mountain Animal Rescue



Strays outside Minot



Owner Surrender

SOURCES OF COMMUNITY REACH

- Fundraising events
- Volunteer groups
- Assistance to other rescues and shelters in the area when able
- Service group presentations
- Local animal visits (schools, nursing homes, Runnings, etc.)

WHAT YOU CAN

Expect from Us

OUR PROGRAMS & SERVICES

Adoption



Foster



Community
Pantry



Volunteer



Neonatal



911 Housing



Homeless Housing



We have **adoption** and **foster** programs as well as a unique volunteer program called **rescue readers**. To promote **leadership**, **literacy** and **growth**, we invite children to come to the shelter and read to our animals.

Several groups from **Minot Air Force Base** and beyond come to **earn volunteer hours**. We have a few different areas of interest available including office assistance, shelter cleaning and animal enrichment.

We provide **emergency**, **homeless** and **temporary housing** for pets in unsafe situations.

Our **neonatal program** provides the opportunity for foster families to take in expecting mamas. We educate families on how to create a safe space for not just birth but for the responsibilities that come after.

Our **community pantry** is open to anyone in need.

DETAILS

Financial Analysis

INCOME LOCATIONS

-YTD-



ADOPTIONS

10%



DONATIONS

63%

27%



FUNDRAISING
EVENTS



MEMBERSHIPS



GRANTS

HOW YOU CAN *Connect with Us*

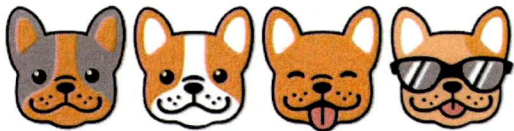
Contact Details

- ✓ admin@svaspets.com
- ☎ 701.852.6133
- 🌐 svaspets.com
- ✉ Board of Directors:
board@svaspets.com
- ✉ Executive Director:
laura@svaspets.com
- ✉ Communications/Development:
haley@svaspets.com

Hours

- ✓ Office: M-F 8:30am - 5:00pm CST
- ✓ Shelter: TH-SA 1:00pm - 5:00pm CST
- ✓ COMING SOON!
Severson-Ahart Community Clinic:
M-F 8:00pm - 5:00pm CST

NATIONAL PARTNERS



THE HUMANE SOCIETY
OF THE UNITED STATES



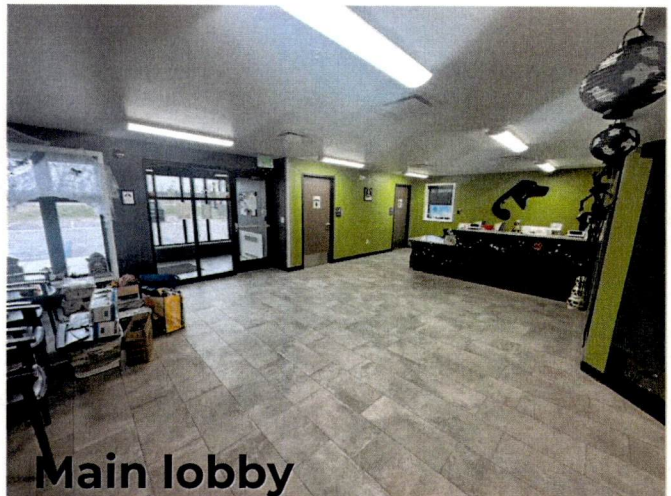
BISSELL PET FOUNDATION
Until every pet has a home.



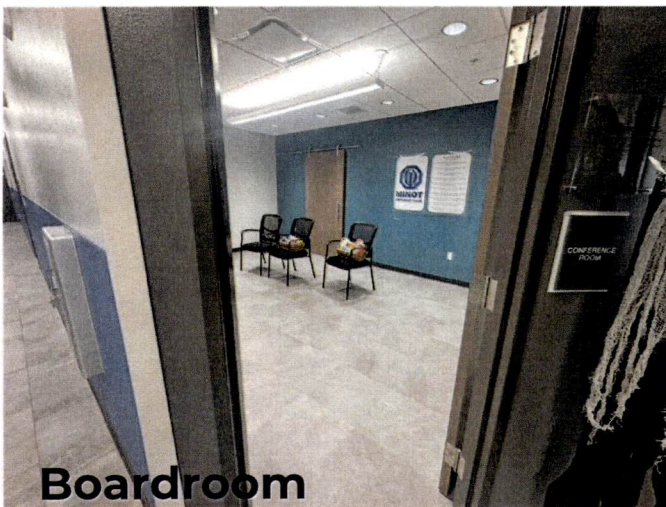
Tour the Shelter



Front entrance



Main lobby



Boardroom

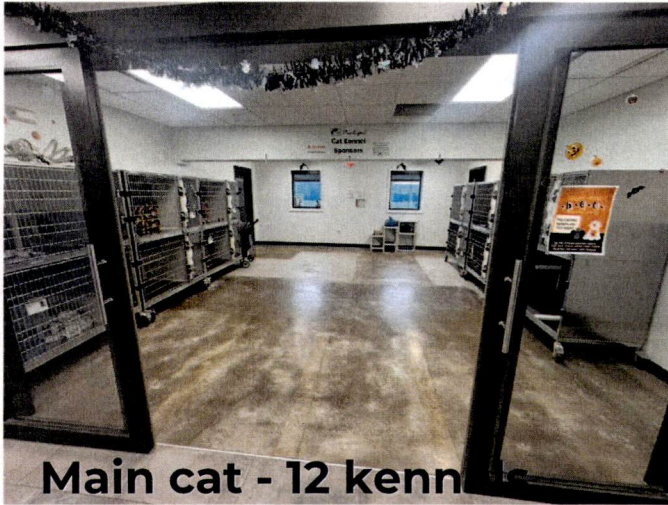


Cat multipurpose room 1

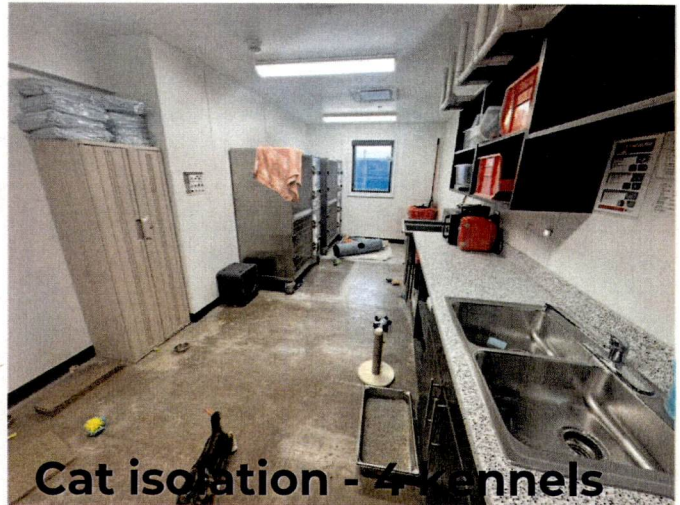


multipurpose room 2

Tour the Shelter



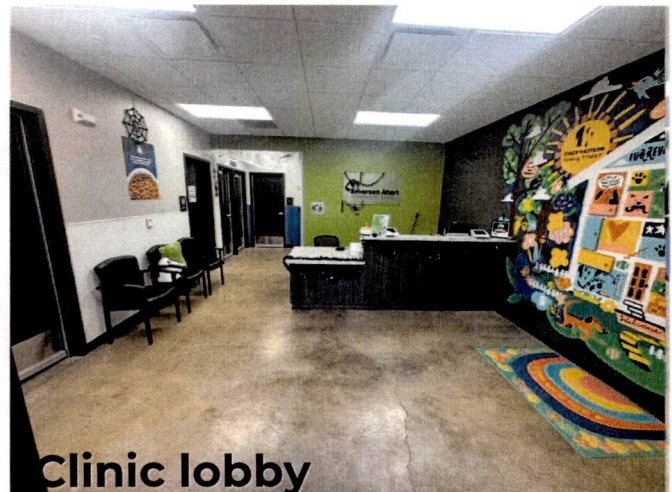
Main cat - 12 kenn



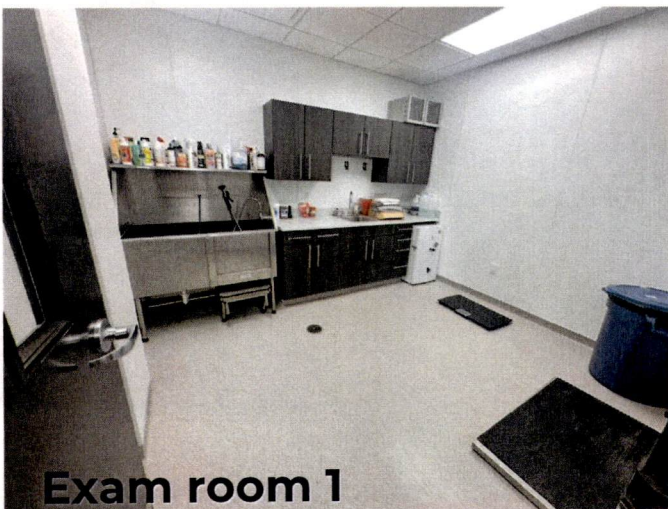
Cat isolation - 4 kennels



Clinic entrance

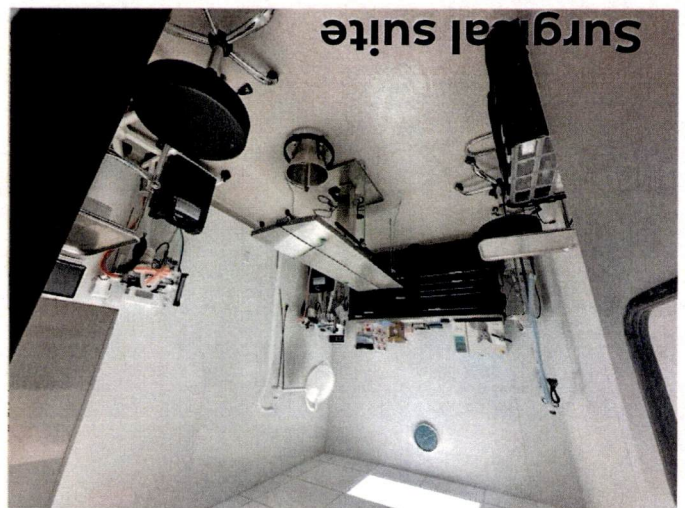


Clinic lobby

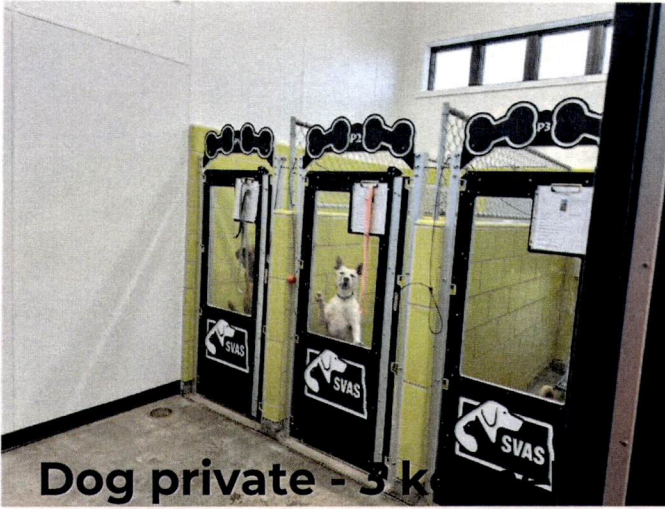


Exam room 1

Tour the Shelter



Tour the Shelter



Dog private - 3 kennels



Main dogs - 10 kennels



Rear entrance & outdoor dog runs



TO: Mayor Ross
Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: November 4, 2024

**SUBJECT: CONTRACT AMENDMENT - FACADE IMPROVEMENT CASE # FI-11:
23 2ND AVE. SE**

I. RECOMMENDED ACTION

It is recommended City Council approve the application and authorize the Mayor to execute the contract amendment.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The applicants, Jordan and Megan Ross, request a change order to their plans to renovate the facade of the building located at 23 2nd Ave. SE.

B. Proposed Project

The applicant requests the following changes to their work plan:

1. Rolac Construction change order due to full replacement of the cast stone sills and replacing brick.
2. G & J Awning and Canvas, Inc. due to a reorder of an awning for the front street.
3. The electrician could not run conduit along the awnings, so the work was more extensive.
4. JLG change order for architect construction management.

The change order will cost an additional \$12,182 over the original budgeted amount. Because there is a 25% match on these funds required by the applicant, the applicant is eligible to receive an additional \$9,136 in facade improvement funding.

C. Recommendation Detail

The Renaissance Zone Review Board and staff recommend the City Council

approve this application and authorize the Mayor to execute the contract amendment with the applicant.

IV. IMPACT

A. Aspirations

Dynamic and Prosperous - Improving the appearance of downtown building facades will attract new business and housing opportunities and increase occupancy rates.

B. Service/Delivery Impact

The construction will be permitted and inspected by city staff.

C. Fiscal Impact

Project Costs

\$134,498.00 (\$9,136.00 increase)

Project Funding

25172000-48100 (Facade Improvement Program)

VI. ALTERNATIVES

The City Council can send the project back to the Renaissance Zone Review Board for more information.

The City Council can reject the application if it decides the application does not significantly adhere to the program guidelines adopted by the City Council.

**FIRST AMENDMENT
TO THE FAÇADE IMPROVEMENT PROGRAM LOAN AGREEMENT BETWEEN
THE CITY OF MINOT AND JORDAN AND MEGAN ROSS**

THIS FIRST AMENDMENT to the Façade Improvement Program Loan Agreement between the City of Minot (CITY) and Jordan Ross and Megan Ross ("Property Owners"), for funding to improve their façade is made and entered into effective this _____ day of _____, 2024 (the "Amendment Effective Date"), by and between the City and Property Owner (each a "Party" and collectively "the Parties").

WHEREAS, on January 16, 2024, the Parties entered into a Façade Improvement Program Loan Agreement ("Agreement") whereby the City agreed to provide a loan to the Property Owner to make façade improvements to the following property:

NAME OF BUSINESS/DESCRIPTION OF PROPERTY: Retail/4 Apartments

ADDRESS OF PROPERTY TO BE IMPROVED: 23 2nd Ave. SE, Minot, ND 58701

PARCEL ID: MI24.238.070.0122

LEGAL DESCRIPTION: ORIGINAL MINOT ADDITION EAST 50' OF LOTS 10, 11, & 12, BLOCK 7

WHEREAS, the City's financial support under the First Amendment Agreement of August 21, 2023, was to consist of a no-interest, forgivable loan up to 75% of the total project costs, but in no event more than \$125,362.00; and

WHEREAS, the Parties desire now to amend the Agreement in the manner reflected herein to allow electrical costs associated with exterior lighting to increase the financial award to a maximum of \$134,498.00; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date first written above:

1. That the 4th WHEREAS clause on page 1 of the Agreement is hereby amended to read as follows:

WHEREAS, City's financial support will consist of a no-interest forgivable loan up to 75% of the total project costs, but in no event more than \$134,498; and

2. That paragraph 1, on pages 1-2 of the Agreement is hereby amended to read as follows:

1. Loan Amount. City shall lend Property Owner and Property Owner shall borrow from City the sum of up to \$134,498; in the form of a no-interest, forgivable loan, the terms of which are contained in the promissory note attached hereto as Exhibit A (hereinafter "Façade Loan"). The Façade Loan shall be used solely for reimbursement of costs associated with the Property Owner's approved complete façade renovation or replacement, more specifically described in the Property Owner's application for funding (hereinafter "Project"). The Façade Loan will be disbursed to Property Owner, subject to the conditions of the Agreement, and provided the Property Owner has met and fully satisfied the following requirements: (i) this Agreement and the promissory note have been duly-executed by an authorized representative of Property Owner; (ii) personal guarantees have been duly-executed by each principal of the Property Owner; and (iii) Property Owner has satisfied the Conditions Precedent set forth in Section 2 of this Agreement.

The Façade Loan shall be repaid to City in one installment, without interest, ten years after the City distributes the Façade Loan to Property Owner (hereinafter "Façade Loan Repayment Date," subject to the provisions of Section 3 of this Agreement.

This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall also include the terms contained in this Amendment to the original Agreement. To the extent there should be any conflict between the terms of the Agreement and this Amendment to the Agreement, the terms and provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement effective as of the Amendment Effective Date.

Dated: _____, 20____. CITY OF MINOT

By:

Thomas Ross
Mayor, City of Minot

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____,
20____ by Mayor Thomas Ross on behalf of the City of Minot.

Notary Public

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Dated: _____, 20____.

Jordan Ross and Megan Ross
PROPERTY OWNER

By:

Jordan Ross

Title: _____

By:

Megan Ross

Title: _____

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on
_____, 20____ by Jordan Ross and Megan Ross, PROPERTY
OWNER.

Notary Public

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

FAÇADE IMPROVEMENT PROGRAM LOAN AGREEMENT

This Agreement (hereinafter “Agreement”) is executed and made effective as of January 16, 2024 (hereinafter “Effective Date”), and is by and between the City of Minot, a North Dakota municipality (hereinafter “City”) and Jordan Ross and Megan Ross (hereinafter “Property Owner”). City and Property Owner are jointly referred to herein as the Parties. This Agreement concerns façade improvements made to the following property:

NAME OF BUSINESS/DESCRIPTION OF PROPERTY: Retail/4 Apartments

ADDRESS OF PROPERTY TO BE IMPROVED: 23 2nd Ave. SE, Minot, ND 58701

PARCEL ID: MI24.238.070.0122

LEGAL DESCRIPTION: ORIGINAL MINOT ADDITION EAST 50' OF LOTS 10, 11 & 12 BLOCK 7

WHEREAS, the City implemented a Façade Improvement Program (hereinafter “Program”) to provide public funds as an incentive to encourage private investment for exterior true-to-period façade improvements to properties located in the City’s Central Business District;

WHEREAS, Property Owner applied for funding assistance related to a complete façade renovation or replacement;

WHEREAS, City proposes to make financial support available to assist the Property Owner to complete the façade renovation or replacement in accordance with the approved application;

WHEREAS, City’s financial support will consist of a no-interest forgivable loan up to 75% of the total project costs, but in no event more than \$125,362;

WHEREAS Façade Loans are to be reimbursable and used solely for a portion of the project costs.

NOW, THEREFORE, in consideration of the promises of the parties’ and other valuable consideration, the receipt and adequacy of which are acknowledged by each party to the other, City and Property Owner covenant and agree, as follows:

1. Loan Amount. City shall lend Property Owner and Property Owner shall borrow from City the sum of up to \$125,362; in the form of a no-interest, forgivable loan, the terms of which are contained in the promissory note attached hereto as Exhibit A (hereinafter “Façade Loan”). The Façade Loan shall be used solely for reimbursement of costs associated with the Property Owner’s approved complete façade renovation or replacement, more specifically described in the Property Owner’s application for funding (hereinafter “Project”). The Façade Loan will be disbursed to Property Owner, subject to the conditions of the Agreement, and provided the Property Owner has met and fully satisfied the following requirements: (i) this Agreement and the promissory note have been duly-executed by an authorized representative of Property Owner; (ii) personal guarantees have been duly-executed by each principal of the Property Owner; and (iii)

Property Owner has satisfied the Conditions Precedent set forth in Section 2 of this Agreement.

The Façade Loan shall be repaid to City in one installment, without interest, ten years after the City distributes the Façade Loan to Property Owner (hereinafter “Façade Loan Repayment Date,” subject to the provisions of Section 3 of this Agreement.

2. Conditions Precedent to Payment of Façade Loan. The Parties expressly acknowledge and agree that the following listed conditions shall be considered conditions precedent and that all of these conditions must be satisfied in full before the City disburses any Façade Loan funds.
 - a. Project Plan. Property Owner’s application, as approved, is attached and incorporated into this Agreement as Exhibit C. Property Owner agrees to complete the Project in accordance with the approved plans, design drawings, and specifications set forth in Exhibit C and attachments thereto and in accordance with the terms of this Agreement.
 - b. Project Completion. The Project shall be completed on or before April 1, 2025. The City Council, in its reasonable discretion, may allow extensions due to inclement weather or difficulty in obtaining building materials.
 - c. Verification of Project Completion. Within 30 days of completion of the Project, the Property Owner shall notify the City’s Economic Development Administrator and schedule a time for an inspection.
 - i. If the Project is deemed complete and in compliance with Exhibit C, the Economic Development Administrator shall inform the Property Owner of that, in writing.
 - ii. In the event that the Economic Development Administrator identifies inconsistencies in the approved plans and actual work completed, the Economic Development Administrator shall notify the Property Owner, in writing, and provide a timeframe for correction of the required work. All work that is not in conformance with the approved plans, design drawings, and specifications must be remedied by the Property Owner and made to comply with the approved plans, design drawings, and specifications at the Property Owner’s expense. The City will not reimburse the Property Owner for any expense required to correct deficient or improper work.
 - d. Submission of Necessary Documentation. Within 30 days of receiving written verification that the Project is complete and in compliance with Exhibit C, Property Owner shall submit invoices, receipts, bank statements, credit card receipts, or other allowable written proof of Project costs to the Economic Development Administrator. If a contractor is retained to complete the façade improvements, a properly executed and notarized contractor’s statement to the Economic Development Administrator showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade and streetscape improvement related work. In addition, the Property Owner shall submit to the Economic Development Administrator proof of payment of the contract cost pursuant to the contractor’s statement and final lien waivers from all contractors and subcontractors. The Economic

Development Administrator and Finance Director shall review the documentation and provide written verification that the costs submitted are eligible for reimbursement.

- e. No Default. The Property Owner shall not be in default under this Agreement or adjudicated in default by a court of competent jurisdiction on any other agreement, obligation, representation, or promise with any other entity doing business in the State of North Dakota.
 - f. In Good Standing. The Property Owner shall be, and remain throughout the term of this Agreement, in good standing under the laws of the State of North Dakota.
 - g. Duly Authorized. The Property Owner shall be duly-authorized to enter into this Agreement and to perform its obligations hereunder.
 - h. Solvent. Property Owner shall be, and remain throughout the term of this Agreement, a solvent corporation capable of fulfilling its obligations hereunder, and shall not be the subject of any "Insolvency Event." For purposes of this Agreement, the term Insolvency Event means (a) Property Owner's (i) failure to generally pay its debts as such debts become due; (ii) admission in writing that it is unable to pay its debts generally; or (iii) general assignment for the benefit of creditors; (b) a proceeding instituted by or against Property Owner (i) seeking to adjudicate it bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property (and in the case of any such proceeding instituted against Property Owner, such proceeding shall remain undismissed for a period of sixty (60) days or any of the actions sought in such proceeding shall occur); or (c) Property Owner takes any action to authorize any of the aforementioned actions.
 - i. No Conflicting Obligations. Neither the execution and delivery of this Agreement, nor Property Owner's performance of its obligations hereunder, shall breach any known obligation, right or interest of a third party, regulatory agency, Board of Directors or other governing body with authority over Property Owner.
3. Repayment and Forgiveness of Façade Loan. Property Owner shall repay the Façade Loan, in full, on or before the Façade Loan Repayment Date. However, Property Owner will be deemed to have made full payment against the balance of the Façade Loan if the described conditions are satisfied on or before the Façade Loan Repayment Date:
- a. Annual Inspections. The Property Owner shall allow the Economic Development Administrator to complete annual inspections of the facade. The Economic Development Administrator will document their annual inspection in writing and provide a copy of the annual inspection to the Property Owner.
 - b. Façade Maintenance. The Property Owner shall maintain their facade in a manner that is consistent with the approved application, approved plans, design drawings and specifications and in accordance with this Agreement and any applicable laws or regulations. In the event the Property Owner intends to modify the facade for any reason, including for general maintenance, and the modification will produce visible differences in the approved application and

design, the modification must be first reviewed and approved, in writing, by the Economic Development Administrator. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the original plans, design drawings, and specifications approved pursuant to this Agreement.

- c. Graffiti Removal. The Property Owner shall maintain the façade in appearance and agrees to remove any graffiti within forty-eight hours, or if not possible within that timeframe because of weather conditions, as soon as weather conditions reasonably permit.
 - d. Insurance. The Property Owner shall secure and keep in force insurance for the replacement value of the structure, proof of which will be provided to the City within twenty-four hours of City's request. The insurance must cover restoration of the façade in compliance with the Program, and such insurance must be secured upon completion of the renovated façade. To the extent required by North Dakota law, Property Owner and their contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Property Owner shall also maintain, at their own expense, general liability insurance covering the subject property and the resultant uses thereof. The Property Owner shall provide the City with copies of these Certificates of Insurance and shall provide the City with notice of any cancellation or change in coverage during the term of this Agreement. Any lapse of insurance coverage during the term of this Agreement shall be considered a material breach of this Agreement.
 - e. Lighting Requirements. The Property Owner shall light all display windows and signs every day, from dusk until 10:00 P.M.
 - f. Signage Requirements. After completion, Property Owner shall display a sign (provided by the City) indicating participation in the City's Façade Improvement Program. The sign shall be displayed on either the exterior or in the front window of the building for a period of thirty (30) days.
 - g. Property Occupation. Property Owner agrees to maintain use and occupancy of the first floors of the building or, in the event of a vacancy, actively market the space to attempt to maintain use and occupancy of the first floor of the building.
 - h. Successors. This Agreement shall be binding upon the City and Property Owner and its successors. It shall be the responsibility of the Property Owner to inform subsequent property owners of the provisions of this Agreement. In the event the Property Owner sells the real property enrolled in the Façade Improvement Program, he or she shall assign, with prior written approval from the City Council, all of the obligations to the buyer of the real property.
 - i. Observe Common Hours. In the event that a Business Improvement District (BID) is formed downtown, retail uses shall conform to hours of operation as set by the district.
4. Default. In the event of default by Property Owner of any of the material terms or conditions of this Agreement, where City has provided written notice of such default to Property Owner and where such default is not cured within 30 days of the written notice, City may, upon ten (10) days' notice to Property Owner, declare the Façade Loan immediately due and payable.

5. Consequences of Default. If Property Owner breaches the terms of this Agreement, Property Owner shall not be entitled to be eligible for a future façade improvement program loan until Property Owner completes the Façade Loan repayment to City. This qualification attaches to Property Owner and to each principal of Property Owner (including other entities owned in whole or in part by a Principal of Property Owner).
6. Payment to Third Parties. The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects, or other third parties. Payments to any contractors, architects, or other parties are the sole responsibility of the Property Owner, and the Property Owner agrees to indemnify, warrant and defend the City from any such claims from third parties for payment.
7. Further Assurances. Property Owner shall, upon request from City, execute and delivery all further instruments and cause to be done all further acts that may be necessary and/or proper to carry out the provisions and purposes of this Agreement.
8. Amendments. This Agreement may be amended at any time by agreement of the Parties evidenced in writing, signed by both Parties.
9. Survival. The terms and conditions of this Agreement shall survive execution of any additional documents contemplated by this Agreement, including (but not limited to) the Promissory Notes, unless the subsequent documents clearly reference this Agreement and contain a statement or statements that the terms and conditions are amended or superseded.
10. Assignment of this Agreement. Property Owner may not, voluntarily or involuntarily, transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of City.
11. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed, and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; and that this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms.
12. Notices. All notices, certifications, or communications required by this Agreement shall be given in writing and shall be deemed delivered.

To CITY:

City of Minot City Manager's Office
c/o Economic Development Administrator
PO Box 5006
Minot ND 58702

To PROPERTY OWNERS:

Jordan Ross and Megan Ross
402 5th Ave. SW.
Surrey, ND 58785

13. Complete Agreement. This Agreement, including exhibits hereto, contains all agreements between the Parties. There are no other representations, warranties,

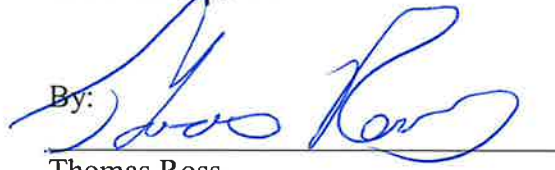
agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

14. Severability. If a court of competent jurisdiction finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.
15. Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
16. Captions. The captions and headings in this Agreement are for convenience only and do not limit, define, or describe the scope or intent of any provision of this Agreement.
17. Applicable Law and Jurisdiction. This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State of North Dakota. All parties agree the proper forum for the resolution of any dispute or claim pursuant to this Agreement shall be the District Court of Ward County, North Dakota, and irrevocably consent to the jurisdiction of these courts, waiving all defenses of inconvenient forum or otherwise.
18. Indemnification. The Property Owner understands and agrees that the City, and its officers, agents, and employees shall have no responsibility or liability of any failure of inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements that this Agreement contemplates. Property Owner shall indemnify, release, and defend and hold the City, its officers, employees, and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including the Property Owner, its employees and agency from personal injury, death, or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities contemplated hereunder.
19. Attorneys' Fees. In the event any lawsuit is initiated under this Agreement, and City is the prevailing party, Property Owner shall, except when prohibited by law, pay City's reasonable attorney fees and costs in connection with the lawsuit.
20. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.
21. Open Records. Property Owner understands that the City must comply with the state's open records laws, and will make all books and records pertaining to the City's façade improvement project available to the City for inspection, review and audit purposes at all reasonable times upon requests for records for the period of this agreement and for three (3) years thereafter.

Dated: January 16, 2024.

CITY OF MINOT

By:



Thomas Ross

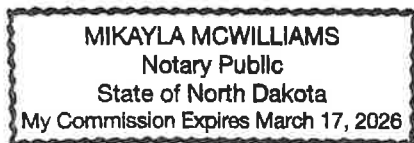
Its: Mayor

STATE OF NORTH DAKOTA)

) SS.

COUNTY OF WARD)

The foregoing instrument was acknowledged before me on January 16, 2024
by Mayor Thomas Ross on behalf of the City of Minot.



Mikayla McWilliams
Notary Public

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PROPERTY OWNER

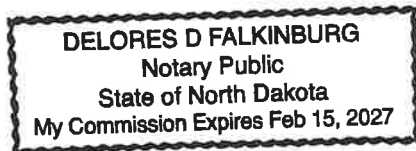
~~By:~~

By:

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The foregoing instrument was acknowledged before me on 1- 5, 2024

by Jordan; Megan Ross on behalf of Jordan Ross and Megan Ross, PROPERTY OWNERS.



Notary Public

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EXHIBIT A: PROMISSORY NOTE

Date: _____

FOR VALUE RECEIVED, and in accordance with that certain Façade Improvement Program Loan Agreement by and between the City of Minot, North Dakota (hereinafter "City") and Jordan Ross and Megan Ross (hereinafter "Property Owners") effective the (date of execution of agreement) (the "**Façade Loan Agreement**"), Property Owner promises to pay to the order of City, at the times and in the manner hereinafter provided, the sum of **(NOT TO EXCEED \$125,362 AMOUNT DISBURSED)** (Forgivable Loan) with no interest on or before _____ (THE "Façade Loan Repayment Date") as provided by the Façade Loan Agreement, the terms of which are incorporated and made part of this instrument; *provided*, however, in the event that the conditions specified in Section 3 of the Façade Loan Agreement are satisfied, the Loan payment shall be forgiven by City as if the payment due had been paid by Property Owner on its due date.

In the event of default in any payment due under this Note or in the event of default by Property Owner under the Façade Loan Agreement, then at the option of the holder of this Note, all of the amount then owing under this Note shall immediately become due and payable, with five days written notice to Property Owner, which hereby waives demand, presentment, notice of protest and notice of dishonor. The failure to assert this right shall not be deemed a waiver.

Property Owner shall have the right to prepay the obligation set forth in this Note in whole or in part at any time without penalty.

It is further understood that this Note is secured by personal guaranties from Jordan Ross and Megan Ross in substantially the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, Property Owner has caused this Note to be executed effective this _____ day of _____, 20____.

By: Jordan Ross, Authorized Member

By: Megan Ross, Authorized Member

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__ by
_____ on behalf Jordan Ross and Megan Ross.

Notary Public

EXHIBIT B: PERSONAL GUARANTEE
FAÇADE IMPROVEMENT PROGRAM
PERSONAL GUARANTY

Guarantor: Jordan Ross and Megan Ross

Borrower: Jordan Ross and Megan Ross
c/o Registered Agent
402 5th Ave. SW
Surrey, ND 58785

Lender: City of Minot
c/o Finance Director
PO Box 5006
Minot ND 58702

Note Amount: not to exceed \$125,362 **Date of Note:**

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Promissory Note (hereinafter "Note"), Façade Improvement Program Loan Agreement (hereinafter "Agreement"), and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note, Agreement, and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other untermiated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREE TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elect to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledge and agree that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).**

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and

(J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agree that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantors; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower become insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which they may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and

shall be delivered to Lender. Guarantor agrees and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of the State of North Dakota, in Ward County.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for

notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided by applicable law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors as assigns.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means TBD and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation TBD, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means City of Minot its successors and assigns.

Related Documents. The words "Related Documents" mean all promissory notes, development agreements, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREE TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AS OF _____.

GUARANTOR:

Jordan Ross (PRINCIPAL)

Megan Ross (PRINCIPAL)

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__ by Jordan Ross on behalf of herself in her individual capacity.

Notary Public

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__ by Megan Ross on behalf of herself in her individual capacity.

Notary Public

EXHIBIT C: APPLICATION AND DESIGN DRAWINGS

(Please Attach here)



Office Address: 1025 31st St SE
Mailing Address: PO Box 5006
Minot, ND 58702
Email: jonathan.rosenthal@minotnd.org
(701) 420-4524

APPLICANT INFORMATION

Jordan & Megan Ross		402 5th Ave SW Surrey, ND 58785	
Building Owner	[REDACTED]	Address	[REDACTED]
Phone	[REDACTED]	Email	[REDACTED]
Applicant (if different)		Address	Primary Contact?
Phone		Email	
Is the applicant a subsidiary or direct/indirect affiliate of any other organization? Yes ☐ No ☒			

GENERAL INFORMATION

Building Address	23 2nd Ave SE	Property Zoning	C3/central business	
Year building was built and (approximate) dates of any exterior changes? 1946				
Is the property currently occupied? ☒ Yes ☐ No				
If no, what is the current use of the property?				
Please list each occupant of the facility in question (if applicable), together with a description of the business use, their percentage of occupancy of the facility to be financed, and include a copy of their lease.				
2D Ink tattoo shop 33% open ended				
Occupant 1 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
3D Relics - antique store	33%	open ended		
Occupant 2 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
Apartment rentals	33%			
Occupant 3 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs

ADDITIONAL PROPERTY OWNER INFORMATION: list all additional property owners below

Additional Property Owner 1	Address
Phone	% Ownership
Additional Property Owner 2	Address
Phone	% Ownership
Does any individual person or organization not listed above hold any interest in the property, directly or indirectly? Yes ☐ No ☐	

REQUIRED SUBMISSION MATERIALS

Letter from licensed roofing contractor, architect, or engineer of 10-year roof life (with Photos)

Proof of ownership and legal description
Submit clear 5 X 7 inch photo(s) or digital images (preferred) of the entire façade; including separate photos of any details to be repaired, removed, etc.
Submit/attach a copy of Minot Assessors Property Card
Submit copies of any historic photos or blueprints of the property (electronic preferred or 5 X 7 or larger)
Drawings of existing façade, if available. Walk through examination with the staff
Drawings of proposed façade changes. (Conceptual Drawings or Plans of Proposed Work)

PROVIDE DESCRIPTION OF THE ORIGINAL FAÇADE (Materials, width and height, windows, year, style, design)

The south elevation is brick and measures 50 ft wide. It has a main level entrance, and an entrance leading upstairs to four apartments. The main level entrance is recessed. There are two display windows on the main level, and five apartment windows on the upper level. There are two stucco installations covering glass block windows.

The east elevation is also brick, and measures 58ft. It has two display windows, and four apartment windows. There is an entrance leading downstairs to a business. There is one stucco installation covering an opening that was used as a loading dock previously.

PROVIDE DESCRIPTION OF RENOVATED FAÇADE (Materials, width and height, windows, year, design)

The renovated facade on the south elevation will include: New aluminum clad wood windows in the upper level, to fit original openings. The main level entrance will no longer be recessed, but flush with the rest of the facade. The main level entrance, windows, and the apartment entrance will have new aluminum storefront assembly. There will be an awning placed above the main entrance to match the rest of the existing awnings. Bricks will be patched, repaired, or replaced where needed.

The renovated facade on the east elevation will include: New aluminum clad wood windows in the upper level, to fit original openings. The twoL display windows, and door to the basement will have aluminum storefront assembly. There will be a display window next to the door to the basement, to be used as display for the business downstairs.

WORK TO BE PERFORMED (May submit on a separate sheet)	Estimated Cost
Design work	\$ 14,750
Removal of inappropriate materials and other demos	
Repair or Replacement of display windows with	
Repair or Replacement of 2 nd Floor and above façade windows (please talk to staff about this in advance)	
Installation of interior/exterior storm windows	
Repair or Replacement of doors with	
Cleaning of masonry (NO Sand or abrasive blasting)	
Repoint, Tuck Point Masonry	
Replacement of Masonry (if necessary)	
Repair or replacement of cornices or other decorative elements)	
Improvement of INTERIOR display windows (must include lighting, consider timer)	
Installation/repair of retractable or fixed awnings	
Building, planning, and encroachment fees (if required)	
Installation of sign lighting	
Installation of exterior lighting	
Repair of ornamental elements	
Other (list or attach)	low bid price \$152,400

Revision Date: 2/21/23

Contingency for demolition/hidden changes not to exceed 7%

Total Cost

\$167,150

AMOUNT AND SOURCE OF OTHER FUNDS INVOLVED IN PROJECT

Applicant Amount \$41,787

Bank Amount _____

Equity/Investors Amount _____

Other Amount _____

Expected City Contribution \$125,362

BID INFORMATION ON SEPARATE PAGES

DO NOT OBTAIN OR SUBMIT BID PAGES TO CITY STAFF WITHOUT A FINAL DESIGN APPROVED BY STAFF AND THE RENAISSANCE ZONE REVIEW BOARD

List of three contractors bids for complete bid (Attach bids or written requests for bids)

LOW	1	<u>\$152,400</u>	<u>Rolac Contracting Inc.</u>
MID	2	<u>\$215,080</u>	<u>Craft Builders Inc.</u>
HIGH	3	_____	_____

PUBLIC INFORMATION DISCLOSURE

Written permission from the property owner to apply and perform work

(Name) _____

Attach written permission to this application (corporate authorization if needed)

Revision Date: 2/21/23

3

I attest that the information that I provide herein is true, complete and accurate and that I am authorized to submit an application as, or on behalf of, the owner. I have read, I understand, and I agree to comply with all requirements of the Façade Improvement Program and the Design Standards.

mkross
Signed

12/8/23
Date

The applicant affirms that there are no taxes owed on the property or other properties in the City of Minot, and that there are no outstanding fees, judgments, or liens.

mkross
Signed

12/8/23
Date

The undersigned understands and agrees that all information furnished in connection with their application for the Façade Improvement Grant involves the use of public funds and as such may be made public pursuant to the statutes of the United States of America and the State of North Dakota

mkross
Applicant's Signature

12/8/23
Date

The undersigned attests that they have read and understood the Façade Program application, guidelines, policies, and all related materials and agrees that facing unknown structural and cosmetic repairs are inherent in the renovation process and that amendments for costs up to the maximum notwithstanding, that the applicant(s) will be responsible to complete work according to all guidelines and for overages that occur above that committed by contract to the project as estimated at the time of approval.

mkross
Applicant's Signature

12/8/23
Date

Before beginning work, the applicant will schedule an on-site meeting with the general contractor and the Economic Development Administrator or the city's representative.

mkross
Applicant's Signature

12/8/23
Date

Review/Approval by Renaissance Zone Review Committee	Yes	No	Date:
On-Site: ALL Floors	Date:		
Design Review	Date:		
On-Site: Upper Story Evaluation	Date:		

Date Nov 29th 2022

Jordan Ross (Landlord)
and

Wayne Weidman

Troy Alan Latta

Cody Grindberg (tenant (s))
agree as follows:

1. Property: landlord rents to tenant and tenant rents from landlord. The real property and improvements described as: 198 1st St. SE, Minot, ND 58701, main room with three bathrooms.

2. Term: the term shall be for 6 months, beginning Dec 1st 2022
Lease: shall terminate on July 1st 2023 at 11:59 pm
any holding over after the term of this agreement expires, with landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in (month-to-month) agreement.

Rent shall be at the rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

3. Month-to-month: this rental status continues as month-to-month tenancy in which either party may terminate tenancy by giving a written notice to the other party at least (30) days prior to the intended termination date.

4. Base rent: tenant agrees to pay base rent at the rate of \$500⁰⁰
(check only)
base rent is payable in advance on the 1st day of each calendar month. rent is considered late after the 5th business day after the 1st of the month if not paid in full.

5. Late rent: if rent is not paid in full prior to the end on the 5th business day a \$60 late fee will be added to the total rent due with an additional \$10 added per day rent is not paid in full.

6. Rent: the definition of rent shall mean all monetary obligations of tenant to landlord under the terms of this agreement.

7. \$500 Security deposit: tenant agrees to pay landlord a security deposit of \$500 and agrees to not hold broker responsible for this return. All or any portion of the security deposit may be used, as reasonably necessary to cure tenants default in payment of rent, late charges, non sufficient funds fees, or other sums due and repair damage. The security deposit may not be used by tenant in lieu of last months rent. After 30 days the landlord receives possession of described premises landlord shall return security deposit. No interest shall be paid on security deposit.

8. Rental use: tenant shall maintain safe and clean business space while maintaining supervision of premises while in use. Tenant shall use premises in accordance to minot noise, safety, and fire ordinance.

Tenant agrees to use premises for rental space and shall not use any toxic or hazardous substances (such as but not limited to spray paint, VOC varnish and epoxies, or open flames and smoking devices.)

Tenant shall hold renter insurance and is responsible for all contents in rental premises.

9. Termination of rental agreement and eviction: this right may used by landlord if tenant is in violation of rental agreement, conducting illegal activity on the rental premises, or if rents due have past 30 days of delinquency.

All businesses using this rental premises must sign this rental agreement lease. parties in agreement with rental agreemnt, hereby agree to uphold this contact.

(Landlord)

(Tentant)

(Tentant)

(Tentant)

State of ND County of Ward
The foregoing instrument was acknowledged before me
this 29 day of November 2022
by Orlan Ross, Wayne Wedman, Tracy Latta, & Cody Grindberg

Vanessa Clark Notary Public

VANESSA CLARK
Notary Public
State of North Dakota
My Commission Expires
May 16, 2023

SECTION 00 4100 – BID FORM

To: 2D INK
23 23 2nd Ave SE
Minot, ND 58701

Date: December 7, 2023

Having examined all bidding requirements, general conditions, Specifications and Drawings entitled South and East Façade Restoration; dated: November 15, 2023, and addenda similarly entitled and numbered 1, _____, _____, as prepared by JLG Architects, Consultant, Consultant and Consultant, and having visited the site and examined all conditions affecting the work, the undersigned agrees to furnish and pay for all labor, materials, and equipment for the following Construction Contract as required by the afore mentioned documents for the following proposals:

Stipulated Sum Base Bid for (Single Prime):

GENERAL & ELECTRICAL CONSTRUCTION

One hundred fifty two thousand four hundred _____ Dollars, (\$ 152,400.00)

Unit Prices:

Unit Price No. 1: Cost to provide and install 4 x 4 inch angle, \$ 25.00 per linear foot.

Unit Price No. 2: Cost to provide and install (1) light fixture at window display, \$ 350.00 per fixture.

Unit Price No. 3: Cost materials and replacement of brick that is not able to be cleaned and restored from EIFS or other alterations to the building that are being removed. New brick must be saw toothed in. , \$ 85.00 per square foot.

BIDDER has familiarized themselves with the nature and extent of the Contract Documents including Work, site, locality, and all local conditions, and Laws & Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

BIDDER has given the Architect and its consultants written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution by the Architect is acceptable to BIDDER. The low bidder agrees to submit a list of sub-contractors (AIA G705) within 24 hours of the date of the bid. In submitting this bid, the undersigned agree that this bid shall not be withdrawn for a period of sixty days.

Note: This Bid Form shall be submitted in DUPLICATE.

SIGNED:

Rolac Contracting, Inc., a ~~(Sole Proprietorship)~~ ~~(Partnership)~~ (Corporation).

Firm Name (strike through two)

2730 30th St NW

Street Address

Minot, ND 58703

City, State ZIP code

Phone: 701-839-6525

Fax: _____

Signed By, _____

President

Title

Signed By, _____

Title

Signed By, _____

Title

Office Manager

Witnessed By, _____

Title

- 1) Sole Proprietorship: Signature of Sole Proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
- 2) Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
- 3) Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and the secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of director's authorizing them to do so, must be submitted with the Bid Form in the bid envelope.

END OF SECTION

SECTION 00 4100 – BID FORM

To: 2D INK
23 23 2nd Ave SE
Minot, ND 58701

Date: December 7, 2023

Having examined all bidding requirements, general conditions, Specifications and Drawings entitled South and East Façade Restoration; dated: November 15, 2023, and addenda similarly entitled and numbered 1, _____, _____, as prepared by JLG Architects, Consultant, Consultant and Consultant, and having visited the site and examined all conditions affecting the work, the undersigned agrees to furnish and pay for all labor, materials, and equipment for the following Construction Contract as required by the afore mentioned documents for the following proposals:

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Note: This Bid Form shall be submitted in DUPLICATE.

SIGNED:

Rolac Contracting, Inc. _____, a ~~(Sole Proprietorship)~~ (Partnership) (Corporation).

Firm Name _____ (strike through two)

2730 30th St NW

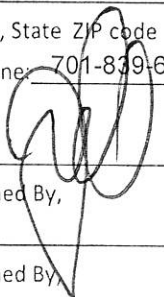
Street Address

Minot, ND 58703

City, State ZIP code

Phone: 701-839-6525

Fax: _____

 _____, President

Signed By, _____ Title

Signed By, _____ Title

Signed By,  _____, Title
Office Manager

Witnessed By, _____ Title

- 1) Sole Proprietorship: Signature of Sole Proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
- 2) Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
- 3) Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and the secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of director's authorizing them to do so, must be submitted with the Bid Form in the bid envelope.

END OF SECTION



CHANGE ORDER

Project: 2D Ink Façade Restoration	Date: 06-17-2024	Change Order No. 1
------------------------------------	------------------	--------------------

Change Order Submitted To:

Company: 2D Ink	Attention: Megan Ross
Address: 23 2 nd Ave SE	Phone: 701-578-4178
City/State/Zip: Minot ND. 58701	Email: meganvolk_07@hotmail.com

Our proposed cost for the requested changes is as follows:

Per the changes:

1. Customer requested adding an additional 13 cast stone sill pieces on exterior storefront windows.
2. Per Unit Pricing Bid (AIA A105 Article 2 Sec 3.5): 4X4 Steel Angle, Replace Brick that cannot be restored.

Total Change Order Cost: \$4,447.00

Description	quant	unit	X	u. lab	labor	u. mat	material	u. equ.	equip.	u. sub	subs	totals	change	remarks
					-		-		-		-	-		
					-		-		-		-	-		
Cast Stone Sills	1	ls			-	1196	1,196		-		-	1,196		Rolac
Install Cast Stone Sills	1	ls			-		-		-	980	980	980		Holm Construction
Unit Price 4X4 Steel Angle Lintel	54	lf			-	25	1,350		-		-	1,350		Rolac
Replace Brick non-restorable	2	ea			-	85	170		-		-	170		Holm Construction
					-		-		-		-	90		Tax 7.5%
					-		-		-		-	3,786		Subtotal
					-		-		-		-	661		OHI/Profit
					-		-		-		-	4,447		Total

Proposal is valid for _____ days

Authorized Signature: Gabe Holt

Acceptance of Change Order

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date: _____

Signature: _____

Proposal is valid for _____ days

Authorized Signature: _____

Acceptance of Change Order

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date: _____

Signature: _____

P.O. Box 1872 • Minot, ND 58702-1872

E-mail: info@rolac-nd.com

Phone: 701.839.6525 • Fax: 701.839.6581

Web: www.rolac-nd.com

Proposal is valid for _____ days

Authorized Signature: _____

Acceptance of Change Order

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date: _____

Signature: _____

P.O. Box 1872 • Minot, ND 58702-1872

E-mail: info@rolac-nd.com

Phone: 701.839.6525 • Fax: 701.839.6581

Web: www.rolac-nd.com

PO BOX 849
MINOT, ND 58702

Date	Estimate #
8/16/2024	275

Name / Address
MEGAN VOLK

Project

Page 470 of 531

ELECTRIC SERVICE COMPANY

PO BOX 849
MINOT, ND 58702

Estimate

Date	Estimate #
8/16/2024	275

Name / Address
MEGAN VOLK

Project

[illegible]



2D Ink
Megan Ross
23 2nd Ave SE
Minot, ND 58701

Invoice number 23324-6
Date 05/31/2024

Project **23324 2D INK FACADE REPLACEMENT**

Professional Services for the period ending 05/31/24

This billing for professional services has been prepared in accordance with our agreement for compensation. Payment is due within 30 days from the Invoice Date, unless specified differently in our agreement of compensation. Finance charges of 1.5% per month will be added to all amounts past due.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
COMPENSATION - FIXED FEE							
CONSTRUCTION DOCUMENTS	11,800.00	100.00	11,800.00	11,800.00	0.00	0.00	0.00
BID	2,950.00	100.00	2,950.00	2,950.00	0.00	0.00	0.00
Subtotal	14,750.00	100.00	14,750.00	14,750.00	0.00	0.00	0.00
Total	14,750.00	100.00	14,750.00	14,750.00	0.00	0.00	0.00

Compensation - Hourly

Construction Administration
Labor

	Hours	Rate	Billed Amount
Billable Time			
Project Manager II	2.50	190.00	475.00
Construction Services-Senior	1.00	245.00	245.00
Subtotal	3.50		720.00
Phase subtotal			720.00
Compensation - Hourly subtotal			720.00

Invoice total **720.00**

Invoice Summary

Description	Total Billed	Prior Billed	Current Billed
COMPENSATION - FIXED FEE			
CONSTRUCTION DOCUMENTS	11,800.00	11,800.00	0.00
BID	2,950.00	2,950.00	0.00
Subtotal	14,750.00	14,750.00	0.00
COMPENSATION - HOURLY			
CONSTRUCTION ADMINISTRATION	1,820.00	1,100.00	720.00
REIMBURSABLE EXPENSES	0.00	0.00	0.00
Subtotal	1,820.00	1,100.00	720.00
Total	16,570.00	15,850.00	720.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23324-6	05/31/2024	720.00	720.00				
	Total	720.00	720.00	0.00	0.00	0.00	0.00

To receive future invoices via email, please message begeland@jlgarchitects.com. No action is required if you are currently receiving invoices via email.

****PLEASE REMIT PAYMENT TO****

JLG Architects
323 DeMers Ave
Grand Forks, ND 58201
Phone: 701.746.1727 Fax: 701.746.1702



2D Ink
Megan Ross
23 2nd Ave SE
Minot, ND 58701

Invoice number 23324-4
Date 02/29/2024
Project **23324 2D INK FACADE REPLACEMENT**

Professional Services for the period ending 02/29/24

This billing for professional services has been prepared in accordance with our agreement for compensation. Payment is due within 30 days from the Invoice Date, unless specified differently in our agreement of compensation. Finance charges of 1.5% per month will be added to all amounts past due.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
COMPENSATION - FIXED FEE							
CONSTRUCTION DOCUMENTS	11,800.00	100.00	11,800.00	11,800.00	0.00	0.00	0.00
BID	2,950.00	100.00	2,950.00	2,950.00	0.00	0.00	0.00
Subtotal	14,750.00	100.00	14,750.00	14,750.00	0.00	0.00	0.00
Total	14,750.00	100.00	14,750.00	14,750.00	0.00	0.00	0.00

Compensation - Hourly
Construction Administration
Labor

	Hours	Rate	Billed Amount
Billable Time			
Project Manager II	1.75	190.00	332.50
Compensation - Hourly subtotal			332.50

Invoice total **332.50**

Invoice Summary

Description	Total Billed	Prior Billed	Current Billed
COMPENSATION - FIXED FEE			
CONSTRUCTION DOCUMENTS	11,800.00	11,800.00	0.00
BID	2,950.00	2,950.00	0.00
Subtotal	14,750.00	14,750.00	0.00
COMPENSATION - HOURLY			
CONSTRUCTION ADMINISTRATION	332.50	0.00	332.50
REIMBURSABLE EXPENSES	0.00	0.00	0.00
Subtotal	332.50	0.00	332.50
Total	15,082.50	14,750.00	332.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23324-4	02/29/2024	332.50	332.50				
	Total	332.50	332.50	0.00	0.00	0.00	0.00

To receive future invoices via email, please message begeland@jlgarchitects.com. No action is required if you are currently receiving invoices via email.

****PLEASE REMIT PAYMENT TO****

JLG Architects
323 DeMers Ave
Grand Forks, ND 58201
Phone: 701.746.1727 Fax: 701.746.1702



2D Ink
Megan Ross
23 2nd Ave SE
Minot, ND 58701

Invoice number 23324-5
Date 03/31/2024

Project **23324 2D INK FACADE REPLACEMENT**

Professional Services for the period ending 03/31/24

This billing for professional services has been prepared in accordance with our agreement for compensation.
Payment is due within 30 days from the Invoice Date, unless specified differently in our agreement of
compensation. Finance charges of 1.5% per month will be added to all amounts past due.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Remaining Percent	Current Billed
COMPENSATION - FIXED FEE							
CONSTRUCTION DOCUMENTS	11,800.00	100.00	11,800.00	11,800.00	0.00	0.00	0.00
BID	2,950.00	100.00	2,950.00	2,950.00	0.00	0.00	0.00
Subtotal	14,750.00	100.00	14,750.00	14,750.00	0.00	0.00	0.00
Total	14,750.00	100.00	14,750.00	14,750.00	0.00	0.00	0.00

Compensation - Hourly
Construction Administration
Labor

	Hours	Rate	Billed Amount
Billable Time			
Project Manager II	2.75	190.00	522.50
Construction Services-Senior	1.00	245.00	245.00
Subtotal	3.75		767.50
Phase subtotal			767.50
Compensation - Hourly subtotal			767.50

Invoice total **767.50**

Invoice Summary

Description	Total Billed	Prior Billed	Current Billed
COMPENSATION - FIXED FEE			
CONSTRUCTION DOCUMENTS	11,800.00	11,800.00	0.00
BID	2,950.00	2,950.00	0.00
Subtotal	14,750.00	14,750.00	0.00
COMPENSATION - HOURLY			
CONSTRUCTION ADMINISTRATION	1,100.00	332.50	767.50
REIMBURSABLE EXPENSES	0.00	0.00	0.00
Subtotal	1,100.00	332.50	767.50
Total	15,850.00	15,082.50	767.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23324-5	03/31/2024	767.50	767.50				
	Total	767.50	767.50	0.00	0.00	0.00	0.00

To receive future invoices via email, please message begeland@jlgarchitects.com. No action is required if you are currently receiving invoices via email.

****PLEASE REMIT PAYMENT TO****

JLG Architects
323 DeMers Ave
Grand Forks, ND 58201
Phone: 701.746.1727 Fax: 701.746.1702



FACADE IMPROVEMENT PROGRAM

Program Guidelines

Adopted by City Council: July 6, 2021

Last Revised: February 22, 2023

PROGRAM PURPOSE:

The City of Minot (hereinafter “City”) is undertaking a Façade Improvement Program (hereinafter “Program”) to provide public funds as an incentive to encourage private investment for exterior façade improvements to properties located in the City’s Central Business District zoning district. The Program is intended to encourage property owners in downtown to initiate transformational building projects; this Program is not intended to fund general building maintenance.

Specific information regarding properties included in the Central Business District is available on the City’s website (<https://city-of-minot-open-data-minotnd.hub.arcgis.com/>) and in the Community Development Department.

PROGRAM GOALS:

The goals of the Program include:

- Promote private redevelopment and investment in downtown properties (exterior and interior);
- Inspire local commercial development to address market failures;
- Encourage beautification in Minot, generally, and in the Central Business District, specifically;
- Revitalize downtown as a unique cultural and retail hub of Minot;
- Support aesthetic improvements to the Central Business District;
- Increase community support for downtown;
- Reduce vacancies in the downtown;
- Provide a unique experience that draws visitors and residents, and supports other economic development efforts; and
- Improve conditions for the renovation of upper stories for residential and/or commercial uses.

PROGRAM ELIGIBILITY:

Minimum requirements exist for Program eligibility, as follows:

- Applicant must own the property to be improved;
- Property to be improved must be located in the Central Business District;
- Applicant must be willing to fully comply with the requirements of the Program, including, among other things, a renovation to the property’s facade that visually improves the exterior aesthetic of the building and returns the building to its original design, the mandatory financial commitment, compliance with all zoning and building code requirements with regard to the façade improvements, and willingness to allow the City to walk through the entire building to evaluate and recommend potential renovations that would promote additional commercial and residential activities in the downtown;

- Property to be improved must have no outstanding nuisance, dangerous building, public health, or building/zoning code violations; and
- Payment on all property taxes and/or special assessments relating to property to be improved must be current.

ELIGIBLE IMPROVEMENTS:

For purposes of this Program, a facade is generally considered to be the vertical face or faces of a building.

In order to qualify for funding under this Program, an applicant must submit a design and construction plan that represents a return to the original design of the facade, or reflects a similar style to the original design (hereinafter referred to as “true-to-period design”). Funding priority will be given to applications that seek to improve facades located along street and sidewalk frontage. In order to qualify for funding to improve a façade that is not located along street and sidewalk frontage, the City must find the proposed façade improvement will have a strong visual impact from the closest street and sidewalk and the Applicant must 1) have all façades located along street and sidewalk frontage compliant with the latest versions of the the City’s Façade Improvement Program’s Guidelines and Design Standards or 2) be undertaking a full façade renewal that includes bringing their façade(s) located along street and sidewalk frontage into compliance with the latest versions of the City’s Façade Improvement Guidelines and Design Standards. Applicants should refer to the Program Design Standards for further guidance, which are located on the City’s website (<https://www.minotnd.org/680/Economic-Development>) and in the Community Development Department.

Complete façade renovations or replacements are required; partial improvements to facades are not eligible for funding under this Program. Funding under this Program is only available one time per eligible facade.

Eligible Reimbursements

The following list contains improvements that would be considered a component of façade improvements eligible for funding under this Program, so long as the improvements are completed to the exterior of the building, comply with all applicable state and local building codes, and restore the building’s original aesthetic:

1. Window repairs and window replacements (“like for like” appearance requires sign-off by the department). Doors in windows are generally to be treated as windows.
2. Historic fenestration of the building shall be respected (install the right window for the opening);
3. Display windows;
4. Doors (secure, “like for like” wherever possible);
5. Ornamentation (corbels, cornices, mouldings, etc.);
6. Masonry replacement and repair including but not limited to repointing, tuckpointing, stucco, brick, block, ceramic, and tile;
7. Americans with Disability Act (ADA) accessibility (ramps, lifts, powered doors, etc.);
8. Awnings (retractable/roll out and fixed) that mirror window and door openings and marquees;
9. Permanent sign lighting (not located within sign) such as gooseneck lighting;
10. Painting, caulking, and surface preparation of renovated or replaced facade;

11. Restoration and recreation of ghost signs (an old hand-painted advertising sign preserved on a building, often for a business, product, or service that no longer exists);
12. Sealing of stone and brick;
13. Façade lighting;
14. Concealed electrical wiring directly associated with other uses herein;
15. Accommodation for seasonal/holiday LED lighting;
16. Demolition of historically inappropriate materials;
17. Fire escapes;
18. Repair and construction of entryways and vestibules;
19. Gutters, scuppers, and downspouts; and
20. Architectural services and design reimbursement or matching of fees paid, however, in no circumstance may those fees exceed 10% of the reimbursable project costs; if an application is approved for funding, architectural services, and design reimbursement may also include fees accrued by the applicant during the application process.

Ineligible Reimbursements

The following list contains costs NOT eligible for reimbursement:

1. Destructive sandblasting of masonry;
2. Routine and periodic maintenance of the property;
3. Signs and billboards;
4. Demolition of historically appropriate materials;
5. Vinyl replacement windows;
6. Replacement of windows that don't fill the original opening (fenestration);
7. Opaque, mirrored, or heavily tinted windows (pedestrians should be able to see in);
8. Use of EFIS, plywood, or faux stone;
9. Roofing;
10. New construction except for handicapped accessibility, vestibules, and fire exits;
11. Mechanical and HVAC repairs and improvements;
12. Security systems, including roll-down bars and gates, and alarm systems;
13. Refinancing of existing debt; and
14. Previously completed projects or projects in which construction has been initiated prior to final approval of any application (as determined by the City).

Improvements that are not listed as eligible or ineligible are subject to review by the Renaissance Zone Review Board (hereinafter "Board"). The Board will make a recommendation to the City Council as to whether or not the improvement would be compatible with the overall goals and purpose of the Program.

FUNDING:

Availability of Funds

Submission of an application is not a guarantee of funding from the Program. All applications are subject to the availability of funds in the Program budget. Applications will be reviewed and routed in accordance

with the Program until Program funds are depleted. In the event there are partial but insufficient funds for the requested project's completion, the City may approve a loan amount less than requested.

The City, in its sole and exclusive discretion, reserves the right to discontinue funding the program or to cancel the Program at any time, prior to final approval of any application, without notice to applicants, if sufficient funds for the Program are not available or the City Council, in its sole discretion, determines there is a better, more appropriate use for the allocated funds.

Forgivable Loan

Funding under this Program for single facades less than 55 feet wide is generally available in a 75/25 (City/Applicant) split for the total project costs, with a maximum City contribution of \$100,000. The City's funding contribution for this type of project under this Program shall not exceed 75% of the total project costs, or \$100,000, whichever is less.

Funding under this Program for properties with corner buildings (two facades) or single facades that are at least 55 feet wide is generally available in a 75/25 (City/Applicant) split for the total project costs, with a maximum City contribution of \$180,000. The City's funding contribution for either of these types of projects under this Program shall not exceed 75% of the total project costs, or \$180,000, whichever is less.

The funding shall be in the form of a ten (10) year, no-interest, forgivable loan. Conditions of loan forgiveness shall include, at a minimum, maintaining the façade for the term of the loan; securing and keeping in force insurance for the replacement value of the structure; complying with daily lighting requirements from dusk to 10:00 PM; and agreeing to maintain occupancy of first floors of structure or, in the event of a vacancy, active marketing to attempt to maintain occupancy of first floors of structures. Failure to comply with the conditions or other requirements of the loan shall result in the applicant repaying all approved loan funds.

The City may require the loan to be secured by real estate mortgages, liens, company and/or personal guarantees, or any other security instrument the City determines is appropriate. At a minimum, personal guarantees from principals will be required. In the event the applicant is a non-profit organization, the City will require the same to produce a form of unencumbered collateral in an amount at least equitable to the funds requested from the façade improvement program.

APPLICATION PROCESS:

Interested applicants shall submit application materials and a \$500.00 non-refundable application fee to the Economic Development Administrator made payable to the City of Minot.

Application materials are as follows:

1. Complete the application form;
2. Property address and complete legal description;
3. Proof of ownership;
4. Photos of the original façade of the structure and/or original blueprints (when available);
5. Photos of the current façade;

6. Design drawings produced by a licensed architect or drafting professional showing a true-to-period complete façade renovation;
7. Three bids and/or cost estimates (the City will only fund a project using the lowest responsible qualified bidder/quotation);
8. Written verification by a roofing contractor, licensed architect, or licensed engineer that the roof has an estimated lifespan of 10 or more years from the date of application;
9. Proof of the City's completion of an interior walk through of upper floors and basements to determine necessary renovations to allow for occupiable commercial and/or residential uses; and
10. Any additional information the Economic Development Administrator determines is necessary to determine conformance with the Program.

REVIEW AND APPROVAL PROCESS:

Staff Review and Recommendation

Upon submission of all necessary application materials and the application fee, the Economic Development Administrator will review the application for compliance with the Program, on a first-come, first-served basis, and will forward a recommendation to the Board at their next regularly scheduled meeting.

Renaissance Zone Review Board

A hearing will be held before the Board on each application. While reviewing and considering the application, the Board can approve in full, modify or add/remove conditions, or deny the application.

If the Board recommends approval of the application, the recommendation shall be sent to the City Council for final review and approval.

If the Board denies the application, the Board must note the reason for denial. The applicant may appeal the Board's decision to the City Council by filing a written notice of appeal, which states the grounds upon which the appeal is based, with the Economic Development Administrator within ten (10) business days of the Board's decision.

The applicant is encouraged to attend the Board meeting where the project will be reviewed and considered, but their attendance is not mandatory.

City Council

The City Council shall consider all recommendations to approve an application for Program funding from the Board. The City Council has the authority to approve the recommendation, reject the recommendation, or modify or add/remove conditions from the Board's recommendation. The City Council reserves the right to reject any application for any reason.

In the event of an appeal from the Board, the City Council has the authority to affirm the decision, reverse the decision (with modifications to the applicant's original request or added/removed conditions), or refer the application to the Board for further consideration.

The applicant is encouraged to attend the City Council meeting where the project will be reviewed and considered, but their attendance is not mandatory.

POST-APPROVAL PROCESS:

Approval of Agreement

After approval of the application and prior to initiation of the project, the City and applicant shall enter into an agreement establishing the terms and conditions. City Council approval of an agreement can occur at the same meeting as the approval of the application.

The applicant may only begin work on the project after the final approval of the application and agreement. With the exception of eligible architectural or design fees accrued during the application process, any work performed or materials purchased prior to the approval of the agreement will not be eligible for reimbursement under this Program.

Preconstruction/Kickoff Meeting

Before beginning work, the approved applicant shall schedule an on-site meeting with their contractor and the Economic Development Administrator or their representative. Following the on-site meeting, the Economic Development Administrator will forward the applicant a letter summarizing the meeting, and a copy of the letter will also be send to the applicant's contractor and architect.

Amendments

In order to speed approval of modifications in design that arise from the judgment of on-site conditions during construction, applicants applying for an amendment to their approved project shall submit application materials and a \$200.00 non-refundable application fee to the Economic Development Administrator made payable to the City of Minot.

Minor changes can be approved administratively by the Community Development Director or their designee. The decision of the Community Development Director or their designee may be appealed to the Renaissance Zone Review Board. Major changes must be reviewed by the Renaissance Zone Review Board, which will make a recommendation to the City Council on how to proceed with the amendment. The Renaissance Zone Review Board's recommendation shall be placed on the next City Council agenda, which will make the ultimate decision on whether to approve or deny the modification.

Minor changes are defined as a change of location of a window or door within the approved initial design, a change in building material, or a change that meets the City's Façade Improvement Design Standards. All other changes are considered to be major changes, and must follow the approval process outlined in the preceding paragraph.

Completion of Project

All work shall be completed within one year of the City Council's approval of the agreement unless a different completion deadline is approved by the City Council and incorporated into the agreement. The Renaissance Zone Review Board, in its reasonable discretion, may allow a seven-month extension due to

inclement weather or difficulty in obtaining building materials. Other extensions will be sent by the Board with a recommendation to the city council. Failure to complete the project within the time required will result in the agreement being terminated and reimbursement funding will not be provided. Legal agreements may acknowledge the limits of the building season and may start the clock effective no later than the following April 1. Actual work may commence prior to April 1.

City Inspection

After completion of the project, the applicant shall immediately notify the Economic Development Administrator and schedule a time for an inspection. If the project is deemed complete and in compliance with the approved application, the Economic Development Administrator shall inform the applicant of that, in writing. In the event that the Economic Development Administrator identifies inconsistencies in the approved plans and actual work completed, the Economic Development Administrator shall notify the applicant, in writing, and provide a timeframe for correction of the required work.

Reimbursement Process

After the Economic Development Administrator verifies the completion of the project in accordance with the approved application, the applicant may submit requests for reimbursement. Prior to the disbursement of any funds, the applicant shall submit invoices, receipts, bank statements, credit card receipts, or other allowable written proof of project costs. After review and written approval by the Economic Development Administrator and the Finance Department, the City shall distribute the eligible reimbursements to the applicant, up to the amount approved by the City Council.

Compliance Monitoring

Throughout the ten (10) year term of the agreement, the applicant shall allow and the Economic Development Administrator shall complete annual inspections of the facade. The Economic Development Administrator shall also take whatever steps are necessary to verify compliance with any additional conditions of the forgivable loan and any other term of the agreement. The applicant must comply with any requests from the Economic Development Administrator that will aid in conducting compliance checks with the agreement. In the event the applicant fails to meet the requirements of the agreement at any time during the term of the agreement, repayment of the loan funds will be required after a reasonable cure period.

Facade Maintenance

Throughout the ten (10) year term of the agreement, the applicant shall maintain the facade in a manner that is consistent with the approved application and design and in accordance with any applicable laws or regulations. In the event that the applicant intends to modify the facade for any reason, including for general maintenance, and the modification will produce visible differences in the approved application and design, the modification must be first reviewed and approved, in writing, by the Economic Development Administrator. In addition, the applicant shall maintain the façade in appearance and, in addition to any other negotiated general appearance maintenance requirements, shall agree to remove graffiti within 48 (forty-eight) hours. Failure to maintain the façade as described above will result in the termination of the agreement between the City and the applicant. In the event the City terminates the agreement under this provision, the applicant shall be required to repay the loan funds.

Sale or Transfer of Real Property

In the event the applicant sells the underlying real property at any time during the ten (10) year term of the agreement, the seller shall either repay the loan funds to the City or assign, with prior written approval from the City Council, all of the obligations to the buyer of the real property. If necessary, the City may also require appropriate security from the new buyer.

Default

In addition to mandatory conditions described previously which will result in the termination of the agreement and an obligation for the applicant to repay the loan, the City may include additional events of default will result in the termination of the agreement, depending on the specific project. Those events may include, but are not necessarily limited to, default on other agreements with the City; misrepresentation of fact in a verbal or written statement(s) or false or inaccurate financial information; and use of the property for illegal activities. Termination of the agreement may also result in the applicant being barred from future participation in the Program.

Annual Report

The Economic Development Administrator shall provide the City Council with Program information and individual project information by September 15th of each year that the Program has an active project or budget.



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: November 4, 2024

SUBJECT: LAGOON AREA LAND LEASE - REQUEST FOR QUOTES

I. RECOMMENDED ACTION

It is recommended City Council approve the specification package and authorize a call for quotes.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Per City Council's decision on October 7, staff has prepared solicitation to get quotes for cash rent of farmland owned by the City of Minot near the wastewater lagoons.

B. Proposed Project

Upon council approval, the quote package will be advertised to find interested parties to cash rent the city owned farmland.

C. Recommendation Detail

This request for quotes was put together at the direction of city council.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

The City owns this piece of property due to its proximity to the lagoons and a potential need to construct a mechanical waste water treatment facility at some point in the future. Leasing this land for farming activities ensures the land is cared for while reducing maintenance activities required by city staff.

C. Fiscal Impact

This land is currently being leased for approximately \$50 per acre and the lease payment is being waived to offset claim of damages to nearby farmland.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council could elect to deny the request for quotes and instead renegotiate the existing lease with Laverne Mikkelson

**REQUEST FOR QUOTES
CASH RENT AGREEMENT
CITY OF MINOT
NOVEMBER 2024**

GENERAL

The intent and purpose of this Request for Quotes is to solicit bids from interested parties seeking to be responsible for farming approximately 146 gross acres of tillable farmland. The term of the lease shall be for a period of five (5) years beginning January 1, 2025, and ending December 31, 2030.

SCOPE OF WORK

The contract will be for a lease to perform agricultural activities on approximately 146 acres of land owned by the City of Minot. A figure has been included for reference (Exhibit A – Area Map). The winning bidder will be responsible for complying with all applicable State and Federal regulations. The winning bidder will also be responsible for any damage incurred to the property. The winning bidder will be responsible for providing all machinery, equipment, and labor necessary for good farm like operation. Interested parties are encouraged to view farming areas prior to submitting a bid. Contact the Water/Sewer Superintendent at 857-4150 or Jason Sorenson regarding any other questions.

BID SPECIFICATIONS

The price shall be expressed in dollars per acre per year. Successful bidder will also be required to maintain proper and sufficient insurance to indemnify the City of Minot from any injury or damages which may arise out of successful bidder's operation and performance per the scope of work outlined above.

Quotes must contain the name and phone number of the individual with whom communication can be made. All submittals must be received at the address and by the date and time specified herein. All submittal envelopes must be sealed and clearly marked, **Quotation for Cash Rent – City of Minot Lagoon Area**. The City of Minot reserves the right to extend the Request for Quotes submittal date for any reason. The City of Minot reserves the right, at any time, to reject any and all submittals, make requests for new RFQs, and to accept any submittal and make award of a contract that is deemed to be in the best interest of the City of Minot.

SEND QUOTES TO: ATTN: Jason Sorenson, Utilities Director
Minot Public Works Department
PO Box 5006
Minot, ND 58702

Hand Deliver: 1025 31st St SE, Minot, ND

Email: Jason.sorenson@minotnd.gov

*****quotes must be delivered by 4:30pm Friday, November 15, 2024**

**QUOTATION PROPOSAL
CITY OF MINOT
2024 CASH RENT AGREEMENT**

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.

QUOTE PRICE PER ACRE \$ _____

In submitting this quote, it is understood that the contract will be awarded based on the highest and best quote. The City shall have the right to reject any and all quotes. This quote may not be withdrawn for 45 days after actual date of the opening.

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 quote; 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.

Signature

Print Name

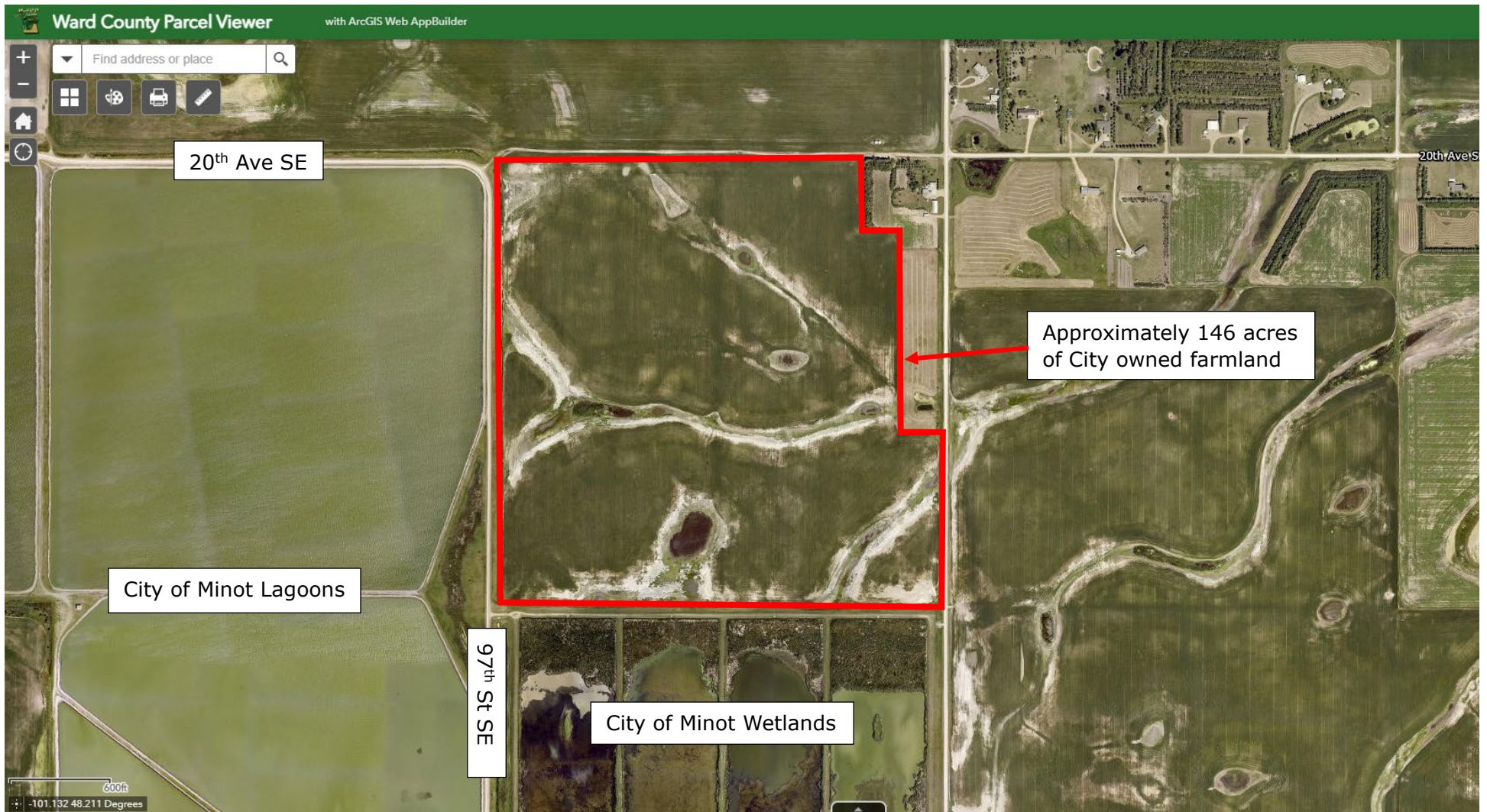
Company Name

Address

Phone

Date

Exhibit A – Area Map







TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: November 4, 2024

SUBJECT: SNOW AND ICE CONTROL PLAN PRESENTATION

I. RECOMMENDED ACTION

This is for informational purposes only. Council could provide direction if the Snow and Ice Control plan requires additional information or adjustment.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Snow and Ice control is a service provided by the City that involves safety, liability, economic conservation, and energy conservation issues. These issues are primarily due to the great difficulty with accurately predicting, with certainty, what the effects of shifting winds, moisture/saturated snow, temperature shifts, and future accumulation will have on snow that has either accumulated on the ground or has recently fallen. Previous years' Snow Removal plans provided a top level overview of the operational aspects of the snow removal service, but did not cover the limitation factors of equipment, hazards, and continuous process improvement methodologies the City utilizes to capture both the best practices and the improvement areas for future years. To ensure both Public Works objectives for snow and ice control are achieved, the City has taken a systematic approach to reviewing the current plan, identifying root causes for any problematic areas, and will be implementing these corrective actions in this year's Snow and Ice Control Plan. During this year's snow season After-Action Review (AAR), there were 16 root causes identified that were tied to both the community survey concerns and problematic areas identified by the Public Works Street Department Operators. Many of these issues validated the growing need to not only update the Snow and Ice Control Plan, but also adjust the operational procedures followed by City Staff.

B. Proposed Project

The intent of updating the plan is to provide safe and reliable access for

residents and visitors of the City of Minot as they go about their daily routines of school, work, recreation, as well as the need and ability to take care of any unforeseen emergencies. Additionally, the new Snow and Ice Control plan provides two key items not previously published.

- (1) Provide the public and City officials with an insight into the complexity of snow and ice control operations; and
- (2) summarize the policies and procedures which are followed and enforced by City staff.

Some of the complexities mentioned above include:

- Unpredictable weather conditions pertaining to snow accumulation.
- Drastic temperature changes that allow the snow to thaw and freeze repeatedly.
- Vehicles hindering access to City streets preventing operators from snow removal activities.
- Vehicles and pedestrians impeding the removal of snow.
- Time of day for snow removal actions – high volume of traffic preventing snow removal.
- Excessive operator hours during prolonged snow events.
- Lighting, lane marker delineation, and poor visibility due to severity of snow events.

Similar to previous plans, this plan addresses City staff's main objectives for snow and ice control. It also includes communication and information distribution within the community, service capabilities, prioritization, operational procedures and considerations, and outlines implementation of continuous process improvement (CPI) methodologies.

C. Recommendation Detail
N/A - Information Only

IV. IMPACT

A. Aspirations

Prepared and Resilient: Minot is prepared to take effective action when faced with challenges and works with the community's resilient nature to persevere.

B. Service/Delivery Impact:

The intent of this presentation is to provide additional transparency and information outlining operational procedures, and to identify hazards and limitations either preventing or hindering snow and ice control processes.

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

This presentation is for informational purposes only. Alternatives can/will be provided at a later time after Council has had the opportunity to provide direction.

CITY OF MINOT

PUBLIC WORKS OPERATIONS DEPARTMENT

SNOW AND ICE CONTROL PLAN



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1. GENERAL

Snow and ice control is a service provided by the City that is taken very seriously. It is an area that involves safety, liability, economic, and energy conservation issues. Moreover, Snow and ice control is addressed as an uncertain activity. The weather forecast is always taken into consideration. Other factors and variables taken into account when determining the best course of action for responding to snow events include:

- Whether the wind is blowing or will start blowing.
- The direction and velocity of the wind.
- The amount of snow that is already on the ground.
- How much more snow is being predicted to fall.
- Whether the snow will melt in the next few days.
- How much moisture is contained in the snow.

In following our snow plan, we are always aware of the changing conditions and endeavor to tailor our response during each snowfall to obtain the best results.

To accomplish our goals, we have tried and/or investigated many methods and theories of how to obtain the best results. We also conduct after action reviews at the end of the snow season to determine any areas of improvement, root causes for these issues, as well as develop implementation plans to ensure these issues receive the attention required. We feel confident that the methods we use for snow and ice control are the very best for our city using all resources available to us, but at the same time, we are continually looking for better ways to accomplish snow and ice control.

The purpose of this Snow and Ice Control Plan is two-fold: (1) to provide the public and City officials with an insight into the complexity of snow and ice control operations; and (2) to summarize policies and procedures which are followed and enforced by City staff. The intent of this plan is to provide safe and reliable access for residents and visitors of the City of Minot as they go about their daily routines of school, work, recreation, as well as the need and ability to take care of any unforeseen emergencies.

This plan addresses City staff's main objectives for snow and ice control, communication and information distribution within the community, service capabilities, prioritization, operational procedures and considerations, and continuous process improvement (CPI) methodologies. Public Works Operations Department reserves the right to alter or adjust the snow and ice control plan based on the safety and needs of the City and community.

2. OBJECTIVES

The primary objective of the Public Works Street Department (PW Operations) is to provide for the safe and orderly movement of motor vehicle traffic throughout the City during all weather conditions including severe winter storms. Additionally, when able, the Department will provide snow and ice control services on City owned or maintained sidewalks to aid with pedestrian travel.

Although City streets, including major arterials, may be temporarily closed during extremely severe conditions, the Department will also continuously monitor, evaluate, and utilize available resources to prevent closing or keep the duration of closures of the City to a minimum. Moreover, even though the Department strives to keep all lanes of traffic moving during extreme conditions, travel may, at times, be limited to one lane of vehicular traffic in either direction.

3. COMMUNICATION AND INFORMATION DISTRIBUTION

In advance and during snow events, the City will keep the public informed about relevant aspects of snow and ice control operations (e.g. use of snow gates, progress of operations, problem areas, etc.) using normal means of communication (e.g. City website, social media, media news releases, etc.).

4. SERVICE CAPABILITIES

4.1. Threat, Hazard, and Impairment Considerations:

It is imperative to recognize that there are various threats, hazards, and impairments that significantly limit the abilities of snow control operators. These hazards include:

- Unpredictable weather conditions pertaining to snow accumulation.
- Drastic temperature changes allowing for snow to thaw and freeze repeatedly.
- Vehicles hindering access to City streets preventing operators from snow removal activities.
- Vehicles and pedestrians impeding the removal of snow.
- Time of day for snow removal actions – high volume of traffic preventing snow removal.
- Excessive operator hours during prolonged snow events.
- Lighting, lane marker delineation, and poor visibility due to severity of snow events.

The items identified above create significant issues when operators are attempting to provide snow and ice control services to the City. There may be circumstances where

priorities for snow and ice control shift due to the operator's ability to overcome the threat, hazard, and/or impairment which may result in certain areas and higher priority snow routes taking longer for snow and ice control services to occur. The operators will make the determination of what can be addressed based on their assessment of the area at the time of the snow event.

4.2. LIMITATION FACTORS

4.2.1. Pre-Snow Event Actions: Pre-treatment will occur in accordance with Section 6 (Operations Section) below.

4.2.1.1. Brine Solution: During the early stages of a snow event, a brine solution consisting of 23.3% Sodium Chloride (Salt) and 76.7% water will be used to pretreat roadways. The temperature limitations and effectiveness of this solution is limited to *road surface temperatures* above minus 6 degrees Fahrenheit. For *road surface temperatures* below 6 degrees Fahrenheit other methods for snow and ice control will be utilized such as applying a salt sand mixture to the effected roadways.

4.2.2. Dispatching: Dispatching and utilization of the following equipment and personnel will occur in accordance with Section 6 - Operations Section below.

4.2.2.1. Salt and Sand Vehicles

4.2.2.1.1. Salt and Sand Ratio: The ratio will be determined based on the snow event.

4.2.2.1.2. Application: The salt and sand mixture will be utilized during all events to maximize the effectiveness of the application.

4.2.2.2. Motor Graders (Blades)

4.2.2.2.1. Motor graders will be utilized as the main snow and ice control equipment items due to their highly efficient and effective abilities to displace snow and ice quickly across large areas of populated regions.

4.2.2.2.2. Motor grader gates will be utilized to limit the amount of snow discharged on main streets at intersections, in driveways, and around mailboxes. They are only effective for low to moderate snow accumulations. Heavy snow accumulations will go over the top of the snow gate when in use. Wet snow will put too much pressure on the snow gate and will eventually break the gate. If it is determined that the snow gates will be ineffective due to excess amounts of snow, the operator(s) will discontinue the use of the gates. The public will be notified by the Public Information Office (PIO) through the City website, social media, and media news releases when this occurs.

4.2.2.3. Other Equipment

- 4.2.2.3.1. Front end loader snowplow attachment with gate (Henke) will be utilized where there is a limited number of driveways. These plows are effective in removing snow quickly but leaves residual snow due to the inability to place cutting edge on roadway.
- 4.2.2.3.2. Front end loader with snow blower attachment will be utilized where there are minimal discharge safety concerns with regard to property.
- 4.2.2.3.3. Front end loader with Metal Pless (adjustable wings) attachment will be utilized where there is a limited number of driveways. These plows are effective in removing snow but require lower operating speed to control snow discharge.
- 4.2.2.3.4. Truck mounted plow with side discharge will be utilized where there is a limited number of driveways. These plows are effective in removing snow quickly, but the snow discharge cannot be controlled effectively.

4.2.2.3.5. Small Equipment

- 4.2.2.3.5.1. Skid steers are utilized on City owned or maintained sidewalks. They are a smaller piece of equipment that would be ineffective for larger scale operations.
- 4.2.2.3.5.2. Mini Loaders are utilized on City owned or maintained sidewalks. They are a smaller piece of equipment that would be ineffective for larger scale operations.
- 4.2.2.3.5.3. Snow blowers are utilized on City owned or maintained sidewalks. They are a smaller piece of equipment that would be ineffective for larger scale operations.

4.2.2.4. Personnel: Street and Storm Sewer Departments have a fixed number of operators (trained personnel) that are authorized to operate the specialized, complex equipment.

- 4.2.3. Emergency Snow Routes: Excessive snow fall during a snow emergency could prevent snow and ice control services. Snow and/or freezing events could hinder snow and ice control services.
- 4.2.4. Emergency Response: Excessive snow fall during a snow emergency could prevent snow and ice control services. Snow and/or freezing events could hinder snow and ice control services. Emergency services will take precedence over snow and ice control services.
- 4.2.5. Hills: Snow and/or freezing events could hinder snow control services.
- 4.2.6. Schools: Excessive snow fall during a snow emergency could prevent snow and ice control services. Snow and/or freezing events could hinder snow and ice

control services. When schools are not in session, snow and ice control service priorities may be adjusted to address other priorities.

- 4.2.7. Central Business District: Snow and ice control services may be delayed or interrupted due to parked vehicles or other obstructions. (Sec. 20-3 (5) Traffic Control Actions By Director of Public Works; Sec. 20-72. Impoundment Without Consent and Without Prior Notice) Motor Grader “Blade” operations will be completed during nighttime operations in accordance with parking restrictions (Sec. 20-22. Overnight, Twenty-Four-Hour, and Forty-Eight Hour Parking Restrictions – Central Business District).
- 4.2.8. Downtown: Snow and ice control services may be delayed or interrupted due to parked vehicles or other obstructions. (Sec. 20-3 (5) Traffic Control Actions By Director of Public Works; Sec. 20-72. Impoundment Without Consent and Without Prior Notice) Motor Grader “Blade” operations will be completed during nighttime operations in accordance with parking restrictions (Sec. 20-22. Overnight, Twenty-Four-Hour, and Forty-Eight Hour Parking Restrictions – Central Business District).
- 4.2.9. Residential: Snow and ice control services may be delayed or interrupted due to parked vehicles or other obstructions. (Sec. 20-3 (5) Traffic Control Actions By Director of Public Works; Sec. 20-72. Impoundment Without Consent and Without Prior Notice)
- 4.2.10. Alleys: Snow and ice control services may be delayed or interrupted due to obstacles, parked vehicles, and narrow pathways. (Sec. 20-3 (5) Traffic Control Actions By Director of Public Works; Sec. 20-72. Impoundment Without Consent and Without Prior Notice)
- 4.2.11. Sidewalks: Private sidewalks are the responsibility of the property owner as stated in the City of Minot Code of Ordinances §28-85: Sec. 28-85. - Sidewalks to be cleared of snow and ice; piling on public right-of-way restricted.

5. PRIORITIZATION

The prioritizations below were determined based on requirements to maintain emergency snow routes, essential and emergencies services, high trafficked areas including businesses, and school zones. The intent is to provide safe and orderly movement throughout the City. The Street Department will make the determination to proceed to next priority level when able. There may be circumstances where lower priority locations take precedence over higher priority locations. The Public Works Operations Department will strive to keep all lanes of traffic moving. During extreme conditions, travel may be limited to a single lane of traffic in each direction.

5.1. PRIORITY 1 (See Appendix III Attachment 2)

Broadway: 40th Ave NW to 42nd Ave SW
Burdick: 42nd ST SE to HWY 2/52 bypass West
16th ST West: 37th Ave SW to 36th Ave NW
37th Ave South: 30th ST SW to 13th ST SE
35th Ave SE: 13th ST SE to 21st ST SE
36th Ave North: 16th ST NW to 13th ST NE
13th ST SE: Valley Street to 37th Ave SE
Hiawatha Street: Valley Street to 20th Ave SE
3rd ST East: North Broadway to 14th Ave SE
11th Ave South: Hiawatha Street to Burdick Expressway West
20th Ave South: 13th ST SE to 16th ST SW
16th Ave South: Highway 2 East to 55th ST SE
55th ST SE: 20th Ave SE to County Road 12(4th Ave NE)
21st Ave North: North Broadway to 35th ST NW
6th ST: 19th Ave SW to 30th Ave NW
4th Ave NW: Broadway to West HWY 83 Bypass

Sidewalks and Walk Paths (Prioritized by Council):

Broadway Bridge from Central Ave to 4th Ave NW
4th Ave NW from Broadway to 3rd ST NE
3rd ST NE south to 1st Ave NE

5.2. PRIORITY 2 (See Appendix III Attachment 3)

31st Ave South: 16th ST SW to cul-de-sac east of 13th ST SE
16th Ave South: 16th ST SW to 13th ST SE
Valley Street: Burdick Expressway to 13th ST SE
2nd ST SE: 11th Ave to 20th Ave SE
27th ST East: Valley ST to Railway Ave NE
Railway Ave: 27th ST NE to Broadway
6th Ave NE: North Broadway to 13th ST NE
University Ave: 16th ST NW to 10th ST NE
7th Ave SW: 16th ST SW to HWY 83 Bypass
2nd Ave SW: 6th ST SW to 30th ST SW
West Central Ave: 16th ST SW to 30th ST SW
20th ST NW: 4th Ave NW to 21st Ave NW
27th ST NW: 4th Ave NW to 19th Ave NW

19th Ave NW: Sunset Boulevard to HWY 83 Bypass
30th Ave NW: North Broadway to HWY 83 Bypass
Central Business District (Completed at Night Due to Parking Restrictions)

Sidewalks and Walk Paths (Prioritized by Council):

16th ST Underpass by 2nd Ave SW
6th ST SW from 2nd Ave SW south to Burdick Expressway

5.3. HILLS - PRIORITY 3 (See Appendix III Attachment 4)

NW: 16th ST NW to 19th Ave NW to HWY 83 Bypass to 7th Ave NW
NW: 16th ST NW to 11th Ave NW to 7th ST NW to 20th Ave NW
NE: 11th Ave NE to Broadway to Airport Road to 3rd ST NE
NE: 3rd ST NE to 11th Ave to 8th ST NE to Bavaria Drive
NE: 3rd ST NE to Railway Ave to 13th ST NE to 11th Ave NE
SW: 16th ST SW to Burdick Expressway to 18th ST SW to Evergreen Ave
SW: 11th Ave SW to 16th ST SW to 16th Ave SW to 6th ST SW
SW: Burdick Expressway to Broadway to 11th Ave SW to 6th ST SW
SE: Broadway to Burdick Expressway to Valley ST to Hiawatha to 11th Ave SE

Sidewalks and Walk Paths (Prioritized by Council):

16th ST SW from 7th Ave SW to 37th Ave SW
37th Ave SW from 2nd ST SE to Crossing Street SW

5.4. SCHOOLS/BUS ROUTES – PRIORITIES 4 & 5 (See Appendix III Attachment 5)

5.5. ADDITIONAL PRIORITIES

- 5.5.1. Residential Areas: Residential areas will be cleared once emergency snow routes and priorities 1 through 5 are complete. Private sidewalks are the responsibility of the property owner as stated in City of Minot Code of Ordinances §28-85: Sec. 28-85. - Sidewalks to be cleared of snow and ice; piling on public right-of-way restricted.
- 5.5.2. Non-Prioritized Sidewalks and Walk Paths: Sidewalks and walk paths for City owned property will be cleared once emergency snow routes and priorities 1 through 5 are complete. Private sidewalks are the responsibility of the property owner as stated in City of Minot Code of Ordinances §28-85: Sec. 28-85. - Sidewalks to be cleared of snow and ice; piling on public right-of-way restricted.

6. OPERATIONAL PROCEDURES

The intent of this section is to outline the three phases of a snow and ice event. The prioritization listed above will address how the City intends to address snow and ice events.

6.1. PRE-WINTER SEASON REQUIREMENTS

Step 1: Street Department will request Fleet (Shop) services to inspect and winterize all snow and ice control equipment.

Step 2: Public Works Operations Director will complete procurement policy requirements for sand, salt, and cutting edges (motor graders).

Step 3: Public Works Operations Director will verify and validate 3rd party snow removal contractors' availability.

Step 4: Street Department Superintendent will set up equipment and snow and ice control process training for personnel.

Step 5: Public Works Operations Director and Street Department Superintendent will verify and validate Fleet Paths software and GPS hardware/software are integrated and operational for snow and ice control equipment.

Step 6: Public Information Office (PIO): Release Ordinance information to local businesses and community relating to local business and community responsibilities for clearing snow on non-City owned sidewalks and identify restrictions on placement of snow on the Right of Way (ROW).

6.2. PRE-SNOW EVENT

Step 1: Street Department personnel will closely monitor weather developments through the National Weather Service website.

Step 2: At the discretion of the Public Works Operations Director (per Sec. 20-24.2. Snow Removal emergency routes Ordinance), proclamation of a snow removal emergency for a portion or for all emergency snow routes shall be made when determined to be in the best interest of the City.

- a. Streets Department will provide justification (per the National Weather Service) to the Public Works Operations Director (or City Manager/Assistant City Manager) in favor of declaring a snow removal emergency based on predicted conditions creating a safety concern for the community.

- b. The Public Works Operations Director (or City Manager/Assistant City Manager) will identify which portion of the emergency snow routes (including all routes) will be closed. This proclamation will specify the duration the emergency will remain in effect as outlined in Sec. 20-24.2 - Snow removal emergency routes Ordinance.
- c. The Public Works Operations Director (or City Manager/Assistant City Manager) will provide the emergency proclamation information to PIO and local broadcast media (including local newspapers when feasible) for immediate dissemination.

Step 3: Street Department will begin adjusting personnel schedules to best support 24-hour snow and ice control event operations. Personnel placed on alert status may be called back to work at any time due to changing weather conditions.

Step 4: Street Department will prepare brine mixture, brine tanks, and slide-in brine tank trucks. Street Department will dispatch brine trucks to prepare roadways for snow and ice event.

Step 5: Street Department will pre-mix salt and sand mixture to ensure availability for snow and ice event. The Street Department will prepare truck mounted slide in sanders to be dispatched when the department deems appropriate.

6.3. SNOW EVENT

Step 1: Upon initial snowfall, the Street Department operations will commence with dispatching of the truck mounted slide in sanders. Dependent on snow fall prediction from the National Weather Service, additional snow and ice control equipment will be dispatched as necessary.

Step 2: Snow and ice control equipment will be dispatched to the prioritized routes as identified above. NOTE: There may be circumstances where the Street Department Operators elect to move to lower priority sections. This will be based on their ability to complete the current priority (due to hazards and impediments), emergency responder requirements, and the needs of the City.

Step 3: Upon completion of the emergency snow routes (prioritized sections) and / or when personnel become available, the Street Department will begin snow and ice control efforts in the residential areas to include the non-prioritized / City owned sidewalks and walk paths. The determination to secure 3rd party contractor support will be dependent on the amount of snow fall, the availability of City

personnel, and a cost-benefit analysis which will be completed by the Public Works Operations Director and Street Department Superintendent.

NOTE: PIO will be utilized throughout the snow event to disseminate snow and ice control progress.

6.4. POST SNOW EVENT

Step 1: Fleet (Shop) will provide support for any repairs required for snow and ice control equipment.

Step 2: Street Department will review and document snow and ice control event actions. Information will be utilized during the snow and ice control after action / implementation plan review to be conducted post winter season.

7. CONTINUOUS PROCESS IMPROVEMENT (CPI) METHODOLOGIES

To assure the best quality snow and ice control methods are continuously reviewed and updated, we have instituted an annual after-action review and implementation plan (AAR/IP) process.

This process considers:

- The current snow and ice control plan.
- A fixed period of time that encompasses the entire snow season.
- Documented reporting from both Fleet Paths software (snow equipment tracking software) as well as issues and concerns identified by operators conducting snow and ice control activities.

The AAR/IP will consider and consolidate information from multiple departments to ensure problem areas are identified. Once identified, a root cause analysis will be conducted to assist with future snow and ice control plan processes and future years budgets. The 2023/2024 snow season's root cause analysis identified 16 root causes that are being addressed by the Street Department during the upcoming 2024/2025 snow season. The areas of interest for this upcoming season will be:

- Equipment limitations
- Personnel – Focusing on more efficient ways to utilize personnel versus requesting more employees
- Training
- Snow removal spaces and repair staging areas
- Current snow removal policy to include signage and ordinance concerns

As indicated in this updated snow and ice control plan, equipment limitations have been identified and are being considered as part of our resourcing considerations for action plans leading to a successful snow and ice control program. Personnel utilization and training plans are also being revised to optimize this year's snow and ice control plan. Interdepartmental agreements (assistance from other departments) will be utilized to assist with snow removal and equipment repair actions to increase Street Department capabilities. Lastly, the Street Department as indicated in this updated snow and ice control plan, have taken steps to begin incorporating continuous process improvement methodologies to help improve the City's snow and ice control policies and procedures.

APPENDIX I

SNOW AND ICE CONTROL EQUIPMENT

INVENTORY	EQUIPMENT
8	Motor Graders with Gates
3	Truck Mounted Plow w/ Side Discharge
3	Truck Mounted Permanent Sanders
4	Truck Mounted Slide-In Sanders
2	Truck Mounted Slide-In Brine Tanks
4	Front End Loaders (FEL)
2	Henke Plow Attachment (FEL)
2	Snow Blower Attachment (FEL)
1	Metal Pless Attachment (FEL)
3	Skid Steer
2	Mini Loader
1	Snow Blower

APPENDIX II

CITY OF MINOT ORDINANCES (As of 24 Sept 2024)

ORDINANCE	TITLE
Sec. 20-22	Overnight, Twenty-Four-Hour, and Forty-Eight Hour Parking Restrictions – Central Business District
Sec. 20-24.2	Snow Removal Emergency Routes
Sec. 20-3(a)(5)	Traffic Control Actions by Director of Public Works – Incorporated by Reference
Sec. 28-85	Sidewalks to be Cleared of Snow and Ice – Piling on Public Right-of-Way Restricted
Sec. 28-86	Piling of Snow and Ice on Public Right-of-Way Restricted
Sec. 28-87	Failure to Remove Snow or Ice from Sidewalks – Assessment
Sec. 20-72(a)(2)	Impoundment Without Consent and Without Prior Notice

SEC. 20-22. - OVERNIGHT, TWENTY-FOUR-HOUR, AND FORTY-EIGHT-HOUR PARKING RESTRICTIONS; EXCEPTION.

(a) No person shall, within the Central Business District and between the hours of 1:00 a.m. and 7:00 a.m., park:

- (1) On Monday, Wednesday or Friday on any street; or
- (2) On Tuesday, Thursday or Saturday on any avenue.

(b) For purposes of subsection (a), an "avenue" means only a street running east and west and a "street" means only a street running north and south.

(c) No person shall park on any street for a period of time in excess of twenty-four (24) hours unless the vehicle is legally parked in the closest possible proximity to the property at which the owner or principal operator of the vehicle has established his residence.

(d) No person shall park on any street for a period of time in excess of forty-eight (48) hours.

(e) The restrictions in subsections (c) and (d) shall operate independently of, and cumulatively to, any other time limitation with respect to parking which might apply in the same circumstances which give rise to a violation of either of those subsections.

(Ord. No. 2373, § 1; Ord. No. 2410, § 1; Ord. No. 2629, § 1; Ord. No. 4226, § 1)

Editor's note— Section 1 of Ord. No. 4226, adopted Oct. 5, 2009, changed the title of § 20-22 from "Overnight, twenty-four-hour, and ninety-six-hour parking restrictions; exception" to "Overnight, twenty-four-hour, and forty-eight-hour parking restrictions; exception."

SEC. 20-24.2. - SNOW REMOVAL EMERGENCY ROUTES

- (a) Reserved.
 - (b) Unless parking is otherwise permanently prohibited on a snow removal emergency route, the route shall be posted with snow removal emergency route signs at intervals of five hundred (500) feet or less, and in any event, with a sign between every two (2) intersection streets.
 - (c) The director of public works or his designee has the authority to proclaim a snow removal emergency. The proclamation must designate all or a portion of the snow removal emergency routes as being affected thereby. In addition, the proclamation shall either specify that it is for a time certain or that it shall remain in effect until further public notice. The director shall offer the proclamation to the local broadcast media, including cable television, for immediate dissemination and, if feasible, shall offer it to the local newspaper for publication.
 - (d) No person shall park upon a snow removal emergency route during such time as a snow removal emergency proclamation is in effect, without regard as to whether such person has knowledge of the proclamation. However, in the event that the parking occurs because of a mechanical failure on the part of the vehicle which is parked, or because the parked vehicle is stalled by snow or ice or both, the operator of the vehicle shall have a grace period of one-half (½) hour after it becomes parked in which to remove the vehicle.
- (Ord. No. 3169, § 2; Ord. No. 3466, §§ 1, 2; Ord. No. 4019, § 1; Ord. No. 4226, § 2)

**SEC. 20-3. - TRAFFIC-CONTROL ACTIONS BY DIRECTOR OF PUBLIC WORKS;
INCORPORATED BY REFERENCE**

- (a) The director of public works shall have the authority to:
 - (1) Designate those heavily traveled streets on which the use of bicycles or other nonmotorized traffic is prohibited;
 - (2) Designate traffic lanes at intersections and within multilane streets, and further to designate certain lanes as being restricted to vehicles traveling a certain direction or making certain movements;
 - (3) Designate pedestrian safety zones;
 - (4) Designate parking restrictions on streets less than thirty (30) feet in width and no parking areas, not exceeding one hundred (100) feet in length, where parking would create a hazardous condition or delay traffic;

- (5) Designate temporarily (and independently of the authority vested in the director under section 20-24.2(c) relating to snow removal emergency routes), streets upon which no parking is allowed because of ongoing or imminent snow removal operations;
 - (6) Designate crosswalks;
 - (7) Designate railroad crossing;
 - (8) Designate the placement of temporary highway construction and maintenance of traffic-control devices;
 - (9) Designate controlled access streets and the access thereto;
 - (10) Designate streets which may be used only by vehicles weighing less than a certain weight;
 - (11) Designate mobility-impaired parking spaces;
 - (12) Designate angle parking zones; and
 - (13) Designate temporarily, in consultation with the chief of police, lower speed limits in construction zones without city council approval.
- (b) The resolutions provided for in subsection (a) hereof shall be compiled by the city clerk or his delegate as a public record, which compilation is by reference thereto incorporated herein to the same extent as though set forth hereafter verbatim.
- (Ord. No. 2373, § 1; Ord. No. 2958, § 1; Ord. No. 3169, § 1; Ord. No. 3996, § 1)

**SEC. 28-85. - SIDEWALKS TO BE CLEARED OF SNOW AND ICE; PILING ON
PUBLIC RIGHT-OF-WAY RESTRICTED**

- (a) The owner or occupant of any building, grounds, or premises abutting a street, shall keep the sidewalk abutting such premises reasonably clear of snow and ice. If the premises in question also abut on an alley, then the abutting sidewalk will be deemed to include the sidewalk crossing the alleyway (if any), up to the centerline of the alley.
- (b) When the premises abutting a street is owned by the city, any sidewalk abutting such premises shall be reasonably clear of snow and ice, in accordance with the city council approved snow plan.
- (Ord. No. 5740, § 1)

SEC. 28-86. - PILING OF SNOW AND ICE ON PUBLIC RIGHT-OF-WAY
RESTRICTED

(a) No person shall deposit or cause any snow or ice to be deposited upon any city street or sidewalk; nor shall snow or ice be deposited or moved upon public or private property so as to create a traffic hazard or to interfere in any manner with the vision or view of a driver of a motor vehicle or pedestrian at or near street intersections or where traffic merges or near school/pedestrian crossings.

(b) No person shall deposit any snow or ice removed from any parking lot, filling station area, driveways, or from any other private property upon any public or city property or city street or sidewalk.

(c) No person shall deposit or cause any snow or ice to be deposited on or against any fire hydrant or traffic-signal-control device or traffic sign or appurtenance; or any loading and unloading area of a public transportation system or emergency access land.

(Ord. No. 5740, § 1)

SEC. 28-87. - FAILURE TO REMOVE SNOW OR ICE FROM SIDEWALKS;
ASSESSMENT

If the owner or occupant refuses or fails to remove such snow or ice within twenty-four (24) hours after the snow or ice has fallen or accumulated, the public works director may remove or cause all snow and ice from any sidewalks or sidewalk along or in front of any building, grounds, or premises. The costs and expense of such removal of snow and ice by the city shall be assessed against the benefitting properties in accordance with chapter 40-29, N.D.C.C., as amended.

(Ord. No. 5740, § 1)

SEC. 20-72. - IMPOUNDMENT WITHOUT CONSENT AND WITHOUT PRIOR
NOTICE

(a) The city may impound a vehicle, without the consent of the owner thereof and without the consent of any person having a legal interest therein (such as a lienholder), if at the time of impoundment:

- (1) The physical condition of the vehicle, or its location (regardless of whether it is on private property or public property and, if it is on public property, regardless whether it is lawfully

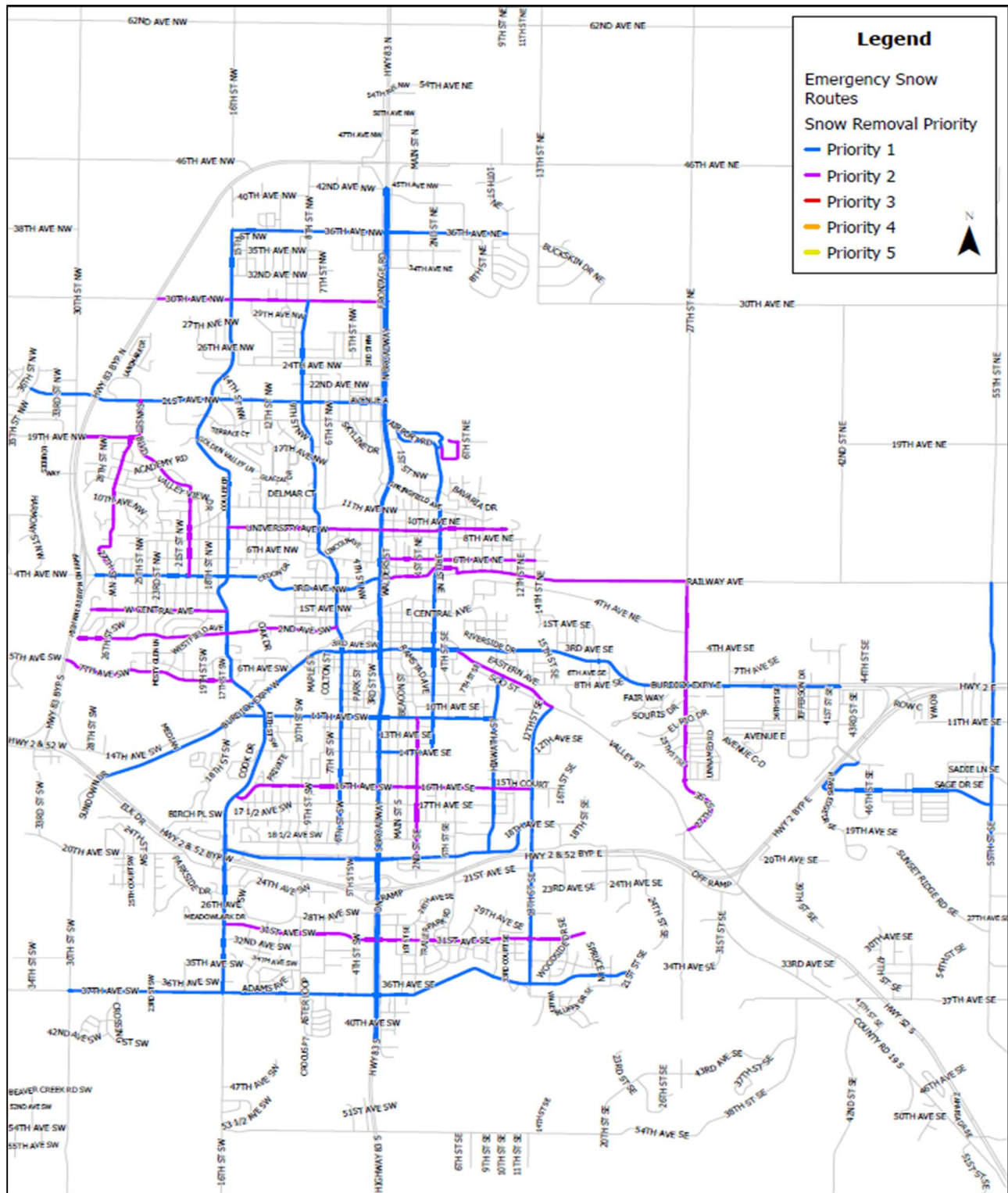
- parked or stopped thereon), or both, constitute a serious and immediate danger to the health or safety of any member of the public or to the safety of private or public property; or
- (2) The vehicle is located on a street, highway, or other public property and is not lawfully parked or stopped thereon in accordance with this Code of Ordinances, and its location substantially and seriously interferes with:
- a. The normal flow or traffic;
 - b. Ongoing street cleaning or snow removal operations, including the use of a snow removal emergency route for the trucking of snow (without regard to where the snow was loaded);
 - c. Any other ongoing operations performed by municipal employees in the course of their duties; or
- (3) The vehicle is located upon a street, highway or other public property (regardless of whether the vehicle is lawfully parked or stopped in accordance with this Code of Ordinances), and because of extraordinary circumstances not reasonably contemplated by the owner thereof, such as, for example, fire, windstorm or flood, actual or impending, the vehicle, or its contents, or both, are in immediate danger of being damaged, destroyed, or stolen;
- (4) Prior notice would be otherwise required under this article, but, based upon the facts then known to the city it reasonably appears that such prior notice, if given, would be ineffectual because the owner is incompetent or incapacitated, and after a reasonably diligent search no one can be found who is looking after the interests of the owner;
- (5) Prior notice would otherwise be required under this article but the identity of the owner, or his last-known address, or both, cannot with reasonable diligence be ascertained;
- (6) Impoundment of the vehicle without prior notice to the owner thereof is otherwise authorized by law, such as, for example, when the vehicle is known or reasonably believed to be the fruit or instrumentality of a crime and because of other circumstances subject to seizure as such without a warrant;
- (7) The vehicle is parked in a no-parking immediate tow-away zone, which zone is properly posted with signs as required by section 20-52;
- (8) The vehicle is parked within a fire lane, whether on private or public property, which has been posted in the manner required by law; or
- (9) The vehicle is parked at the City of Minot International Airport:

- a. In such a manner as to block the movement of other parked vehicles; or
 - b. Within a loading zone beyond the time limitation applicable to the loading zone (which loading zones the airport manager is hereby delegated the authority to designate), provided that fair warning signs as to the time limitations have been posted.
- (b) If a vehicle may be impounded under this section without prior notice to the owner thereof, then it is immaterial that there may also be ground for impounding the vehicle under section 20-73, and this section governs.
- (c) Whenever under the terms of this section the city may take action in respect to a vehicle without the consent of the owner of the vehicle, then it is not obligated to provide prior notice of its intentions in that regard to the owner of the vehicle, or to any other person having a non-ownership interest therein, such as, for example, a lienholder. Nevertheless, at its discretion the city may endeavor to provide prior notice to such persons, without, however, a failure to accomplish such notice, or a defect in the notice, in any way diminishing or waiving the city's right to proceed without giving prior notice.

(Ord. No. 2373, § 1; Ord. No. 2986, § 1; Ord. No. 3169, § 4; Ord. No. 3687, § 1)

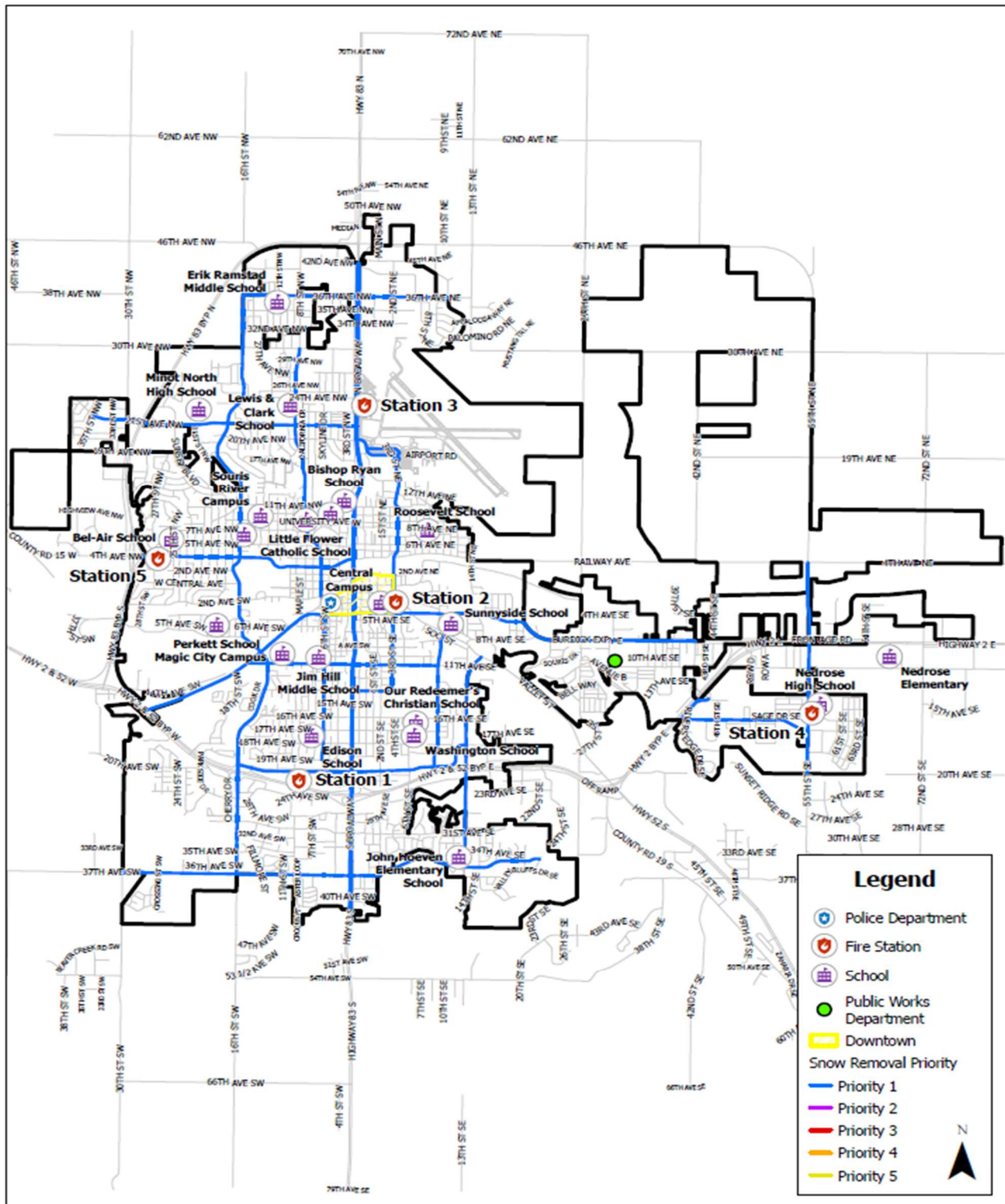
APPENDIX III

Attachment 1: Emergency Snow Routes



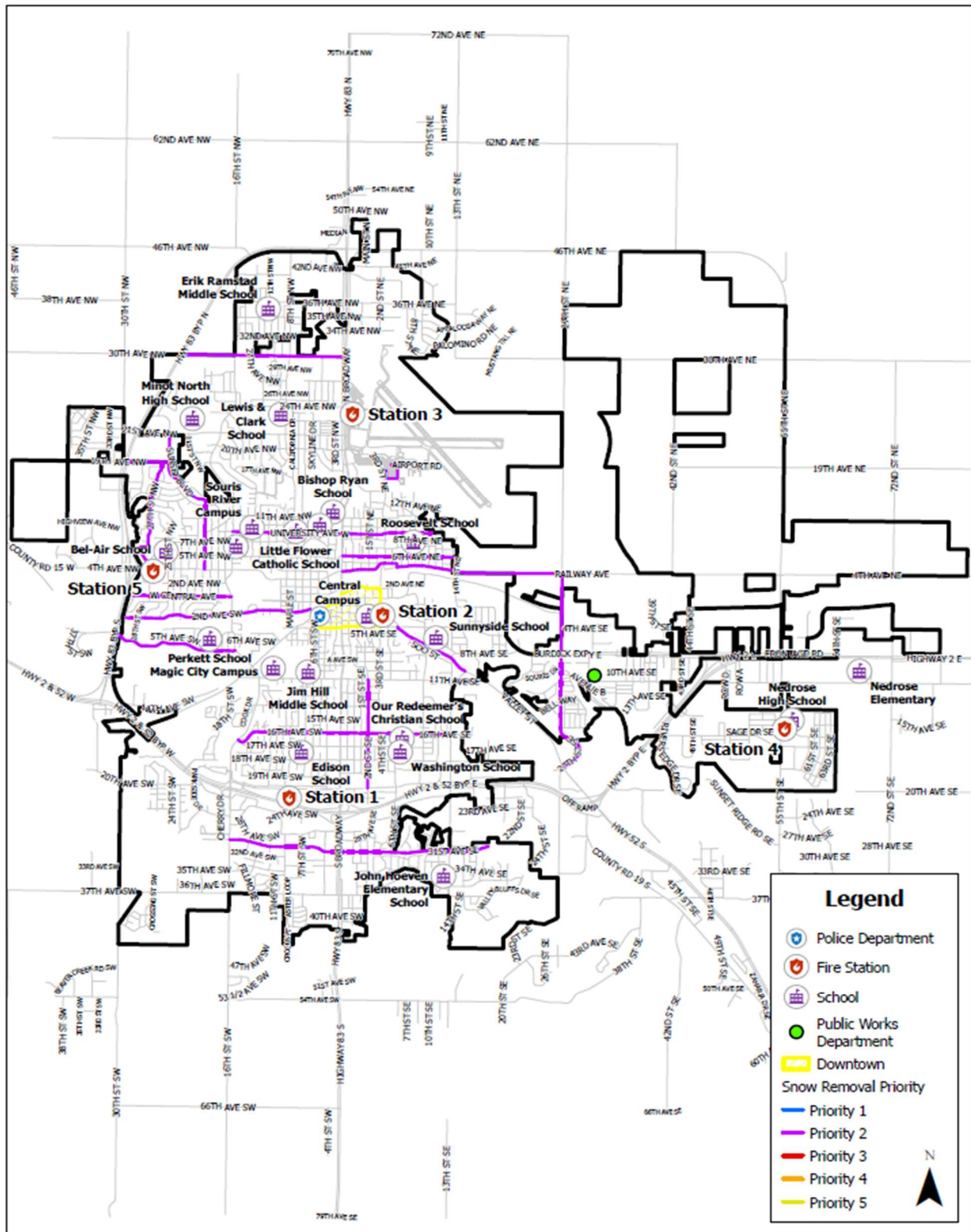
APPENDIX III

Attachment 2: Priority 1 Routes

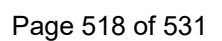


APPENDIX III

Attachment 3: Priority 2 Routes

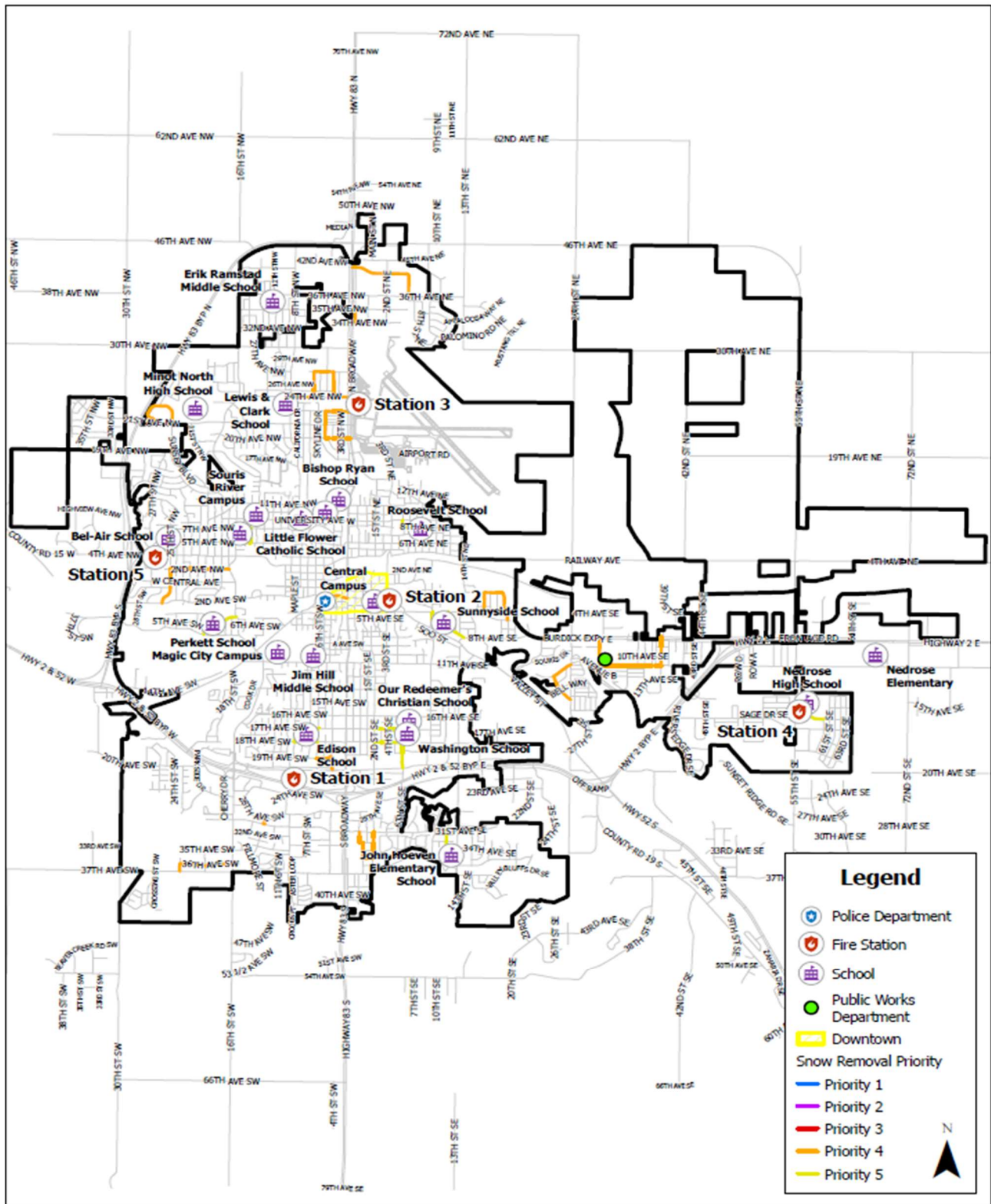


Attachment 4: Priority 3 Routes



APPENDIX III

Attachment 5: Priority 4 & 5 Routes



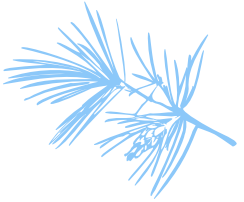
A close-up photograph of grass blades covered in a thin layer of white frost. In the upper right corner, there is a bright, warm sun flare that creates a bokeh effect with soft, out-of-focus light spots across the scene. The overall color palette is cool, with blues and greens from the grass and sky, contrasted by the warm yellow and orange of the sunlight.

SNOW AND ICE CONTROL REVIEW 2024

Bryan Banfill

Public Works Operations Director

OVERVIEW



- AAR/IP with root cause analysis
- IP for root causes
- Operations processes
- Maps and prioritizations
- Fleet paths
- Third-party snow removal
- Ordinances

AFTER ACTION REVIEW and IMPLEMENTATION PLAN

2023 / 2024 Snow Season: 25 Oct through 8 Mar

OBJECTIVES:

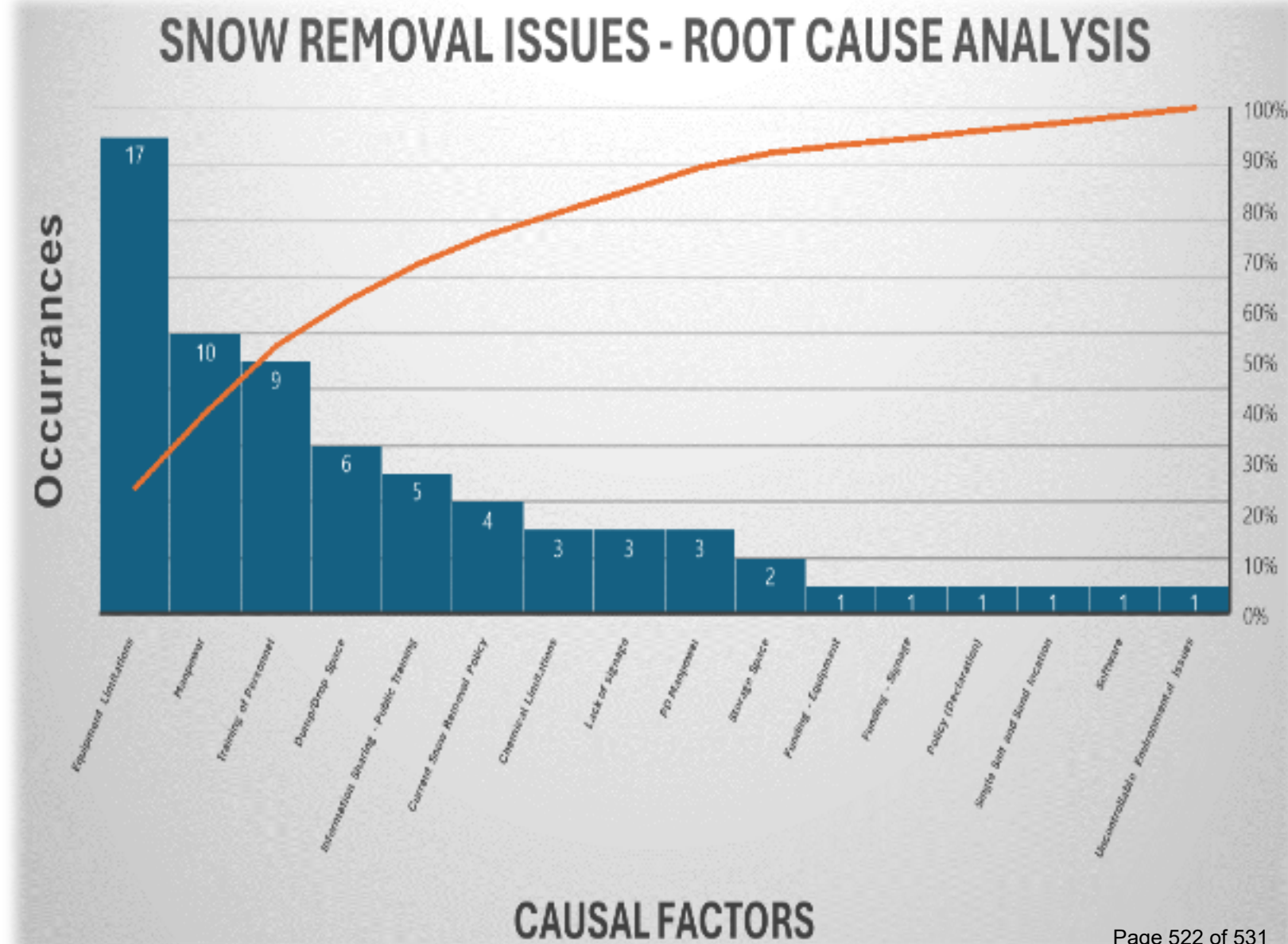
- Provide safe and orderly motor vehicle movement
- Utilize all available resources and minimize closures

PARTICIPANTS:

- PD, FD, Traffic, Street, Fleet, Transit, Attorney, Airport

REVIEWED/COMPLETED:

- Analysis of capabilities – Scored items
- Root cause analysis (16 items identified)
- Improvement Plan based on root causes



IMPROVEMENT PLAN FOR ROOT CAUSES

LIMITATIONS	TRAINING	INFORMATION	POLICY ISSUES	SIGNAGE	
- Equipment - Manpower (Street) - Dump Space - Chemical (Brine) - PD Manpower - Storage (Mx, Salt, Sand) - Funding (Equipment) - Funding (Signage)	Personnel	- Public info / education - Software (public / city)	- Processes - Snow Removal - Emergency Declaration	FUNDING: Being worked through Traffic Engineering – Projected to be in place with signs installed early 2025	
IMPROVEMENTS	IMPROVEMENTS	IMPROVEMENTS	IMPROVEMENTS	Delayed - WORKAROUNDS: - Temp signs - Earlier snow removal declaration with locations / timelines identified - Towing options for PD	NO CONTROL Weather Not Addressed
- Interdepartmental LOAs - Increased rental budget 2025 – Includes wings for graders - New prioritization strategy - Snow Emergency Declaration strategy	- Coordinating equipment training event in October - Developing new maps outlining: - Cul de sacs - Hills - School areas - City locations	- Developing ordinance guide video clips - PIO information release schedule during events - Monthly Q&As - PIO ride-along to capture snow and ice control process and issues - Fleet Path public facing portal - Fleet Path priority geo fencing – completion data	Updated Snow & Ice Control Plan UPDATES INCLUDE: - Objectives - Limitations - Communications - Service capabilities - Priorities associated to Emergency snow routes - Emergency Declaration Policy - School / new bus routes - Residential, sidewalks and walk paths - Operational process - CPI requirements / review process - Maps		

OPERATIONS PROCESSES – INITIAL STEPS

PRE-WINTER SEASON

- 1 INSPECTION:** Street Department will request Fleet services to inspect and winterize all snow and ice control equipment
- 2 POLICY:** PW Operations Director will complete procurement policy requirements for sand/salt/cutting edges (motor graders)
- 3 CONTRACTORS:** PW Operations Director will verify and validate 3rd party snow removal contractors' availability
- 4 TRAINING:** Street Department Superintendent will set up equipment and snow and ice control process training for personnel
- 5 SOFTWARE:** PW Operations Director and Street Department Superintendent will verify and validate Fleet Paths software and GPS hardware/software are integrated and operational for snow and ice control equipment
- 6 INFORMATION:** Public Information Office (PIO): Release ordinance information to local businesses/community relating to local business/community responsibilities for clearing snow on non-City owned sidewalks and identify restrictions on placement of snow on the Right-of-Way

PRE-SNOW EVENT

- 1 MONITOR:** Street Department personnel will closely monitor weather developments though the National Weather Service website.
- 2 DECLARATION:** At the discretion of the PW Operations Director (per Sec. 20-24.2. Snow Removal Emergency Routes Ordinance), proclamation of a snow removal emergency for a portion or for all emergency snow routes shall be made when determined to be in the best interest of the City.
 - 2a** Streets Department will provide justification (per the National Weather Service) to the PW Operations Director (or CM/ACM) in favor of proclaiming a snow removal emergency based on predicted conditions creating a safety concern for the community.
 - 2b** PW Operations Director (or CM/ACM) will identify which portion of the emergency snow routes (including all routes) will be closed. This proclamation will specify the duration the emergency will remain in effect as outlined in Sec. 20-24.2 - Snow removal emergency routes Ordinance.
 - 2c** PW Operations Director (or CM/ACM) will provide the emergency proclamation information to PIO and local broadcast media (including local newspapers when feasible) for immediate dissemination.
- 3 SCHEDULES:** Street Department will begin adjusting personnel schedules to best support 24-hour snow and ice control event operations. Personnel placed on alert status may be called back to work at any time due to changing weather conditions.
- 4 MATERIALS:** Street Department will prepare brine mixture, brine tanks, and slide-in brine tank trucks. Street Department will dispatch brine trucks to prepare roadways for snow and ice event.
- 5 EQUIPMENT:** Street Department will pre-mix salt and sand mixture to ensure availability for snow and ice event. The Street Department will prepare truck mounted slide in sanders to be dispatched when the department deems appropriate.

OPERATIONS PROCESSES – DURING AND AFTER

SNOW EVENT

- 1 DISPATCH EQUIPMENT:** Upon initial snowfall, the Street Department operations will commence with dispatching of the truck mounted slide in sanders. Dependent on snow fall prediction from the National Weather Service, additional snow and ice control equipment will be dispatched, as necessary.
- 2 PRIORITIZED ROUTES:** Snow and ice control equipment will be dispatched to the prioritized routes as identified. NOTE: There may be circumstances where the Street Department operators elect to move to lower priority sections. This will be based on their ability to complete the current priority (due to hazards and impediments), emergency responder requirements, and the needs of the City.
- 3 RESIDENTIAL:** Upon completion of the emergency snow routes (prioritized sections) and/or when personnel become available, the Street Department will begin snow and ice control efforts in the residential areas to include the non-prioritized and City-owned sidewalks and walk paths. The determination to secure third-party contractor support will be dependent on the amount of snow fall, the availability of City personnel, and a cost-benefit analysis which will be completed by the Public Works Operations Director and Street Department Superintendent.

NOTE: PIO will disseminate snow/ice control progress throughout the snow event.

POST EVENT

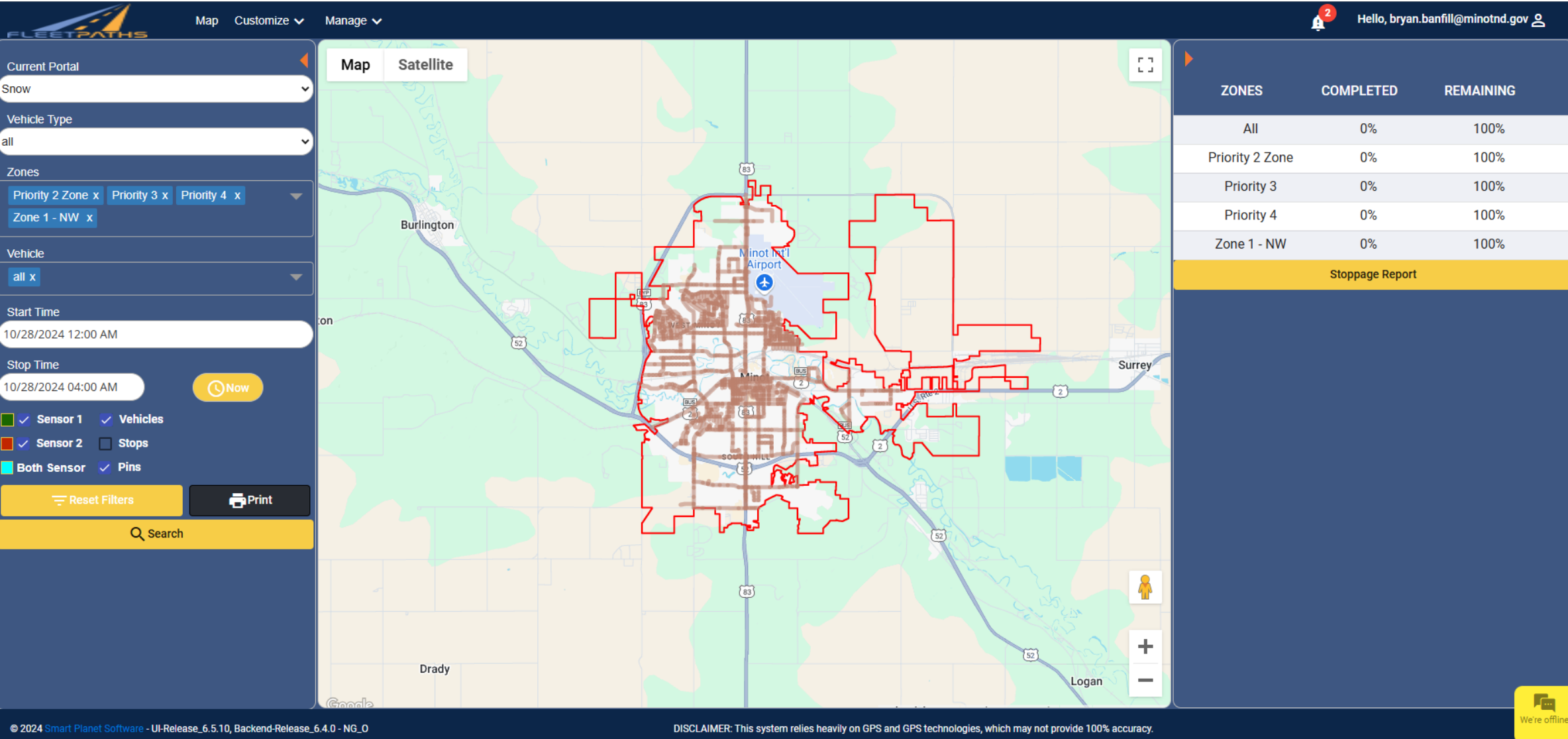
- 1 REPAIRS:** Fleet will provide support for any repairs required for snow and ice control equipment.
- 2 REVIEW:** Street Department will review and document snow and ice control event actions. Information will be utilized during the snow and ice control after action / implementation plan review to be conducted post winter season.



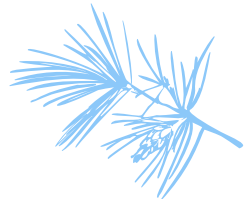
MAPS AND PRIORITIZATION REVIEW

See link: [Snow Removal Priority Items Map](#)

FLEET PATHS



THIRD-PARTY SNOW REMOVAL



Decision Considerations:

- 1. Excessive Amount of Snow Fall
- 2. Emergency Responder’s Requirements
- 3. Safety for Community

STANDARD EQUIPMENT AND PERSONNEL RATES	
PAYLOADER.....	\$185 / HOUR
MINI-LOADER.....	\$155 / HOUR
DUMP TRUCK.....	\$145 / HOUR
SKID STEER+ATTACHMENTS.....	\$135 / HOUR
PLOW TRUCKS.....	\$110 / HOUR
SIDEWALK MACHINE.....	\$105 / HOUR
SNOWBLOWER+SHOVEL	\$65 / HOUR

LANE MILES	
PRIORITY 1:	150.51 Miles
PRIORITY 2:	44.549 Miles
PRIORITY 3:	76.29 Miles
PRIORITY 4:	15.718 Miles
PRIORITY 5:	9.784 Miles
SIDEWALKS (CITY OWNED):	29.42 Miles
RESIDENTIAL AREAS:	~300 Miles (*)
(*) Assumes Every Road Has a 2-Way Road	

ORDINANCES

TRAFFIC-CONTROL ACTIONS (Sec. 20-3)

Public Works Director has authority to designate temporarily streets upon which no parking is allowed due to snow removal actions

CENTRAL BUSINESS DIST. (Sec. 20-22)

24-hour and 48-hour parking and overnight parking:

No parking 1 a.m. – 7 a.m.

- M/W/F - Streets
- T/TH/S - Avenues

No parking on any street or avenue more than 24 hours (unless near residence)

No parking on any street or avenue more than 48 hours (unless parked legally)

EMERGENCY ROUTES (Sec. 20-24.2)

Public Works Director has the authority to proclaim snow removal emergency: MUST specify routes and duration

No person shall park on snow routes during proclamations (unless broke down, operator has 30-min grace period)



ORDINANCES

IMPOUNDMENT (Sec. 20-72)

City may impound a vehicle:

- Without consent and without prior notice
- If the vehicle is located on street, highway, or other public property and is not lawfully parked... and its location interferes with:
- Ongoing street cleaning or snow removal operations

CLEARING SIDEWALKS (Sec. 20-85)

Owner/occupant shall keep sidewalk snow/ice clear

Restricted piling of snow/ice on public right-of-way

CLEARING FAILURE (Sec. 20-87)

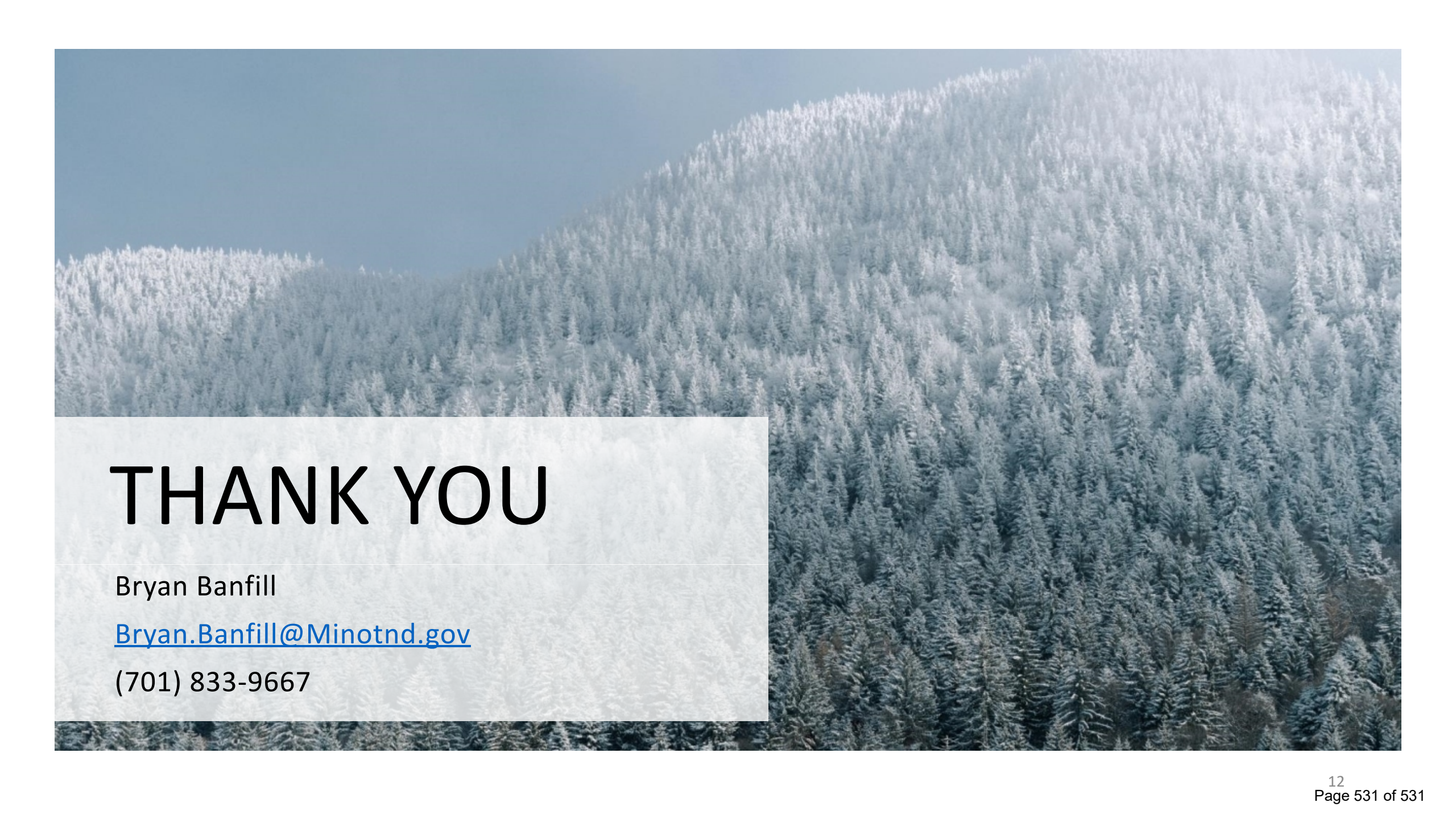
Removal refusal/failure after 24-hours post snowfall, PW may remove at the cost/expense of property owner in accordance with NDCC Chap 40-29

PILING OF SNOW/ICE (Sec. 20-86)

Do not deposit snow/ice on:

- Street/sidewalk
- Public/private property to create hazard or view interference for drivers/pedestrians near intersections/schools
- Fire hydrants
- Traffic-signal/signs

No person shall deposit snow or ice from parking lot driveway or private property upon any public or City street or sidewalk



THANK YOU

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