



Regular City Council Meeting

Monday, November 18, 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
 - 3.1. PROCLAMATIONS
4. REPORTS
 - 4.1. CITY MANAGER'S REPORT
5. PLANNING COMMISSION
 - 5.1. CONSIDER THE REPORT OF THE PLANNING COMMISSION
 - 5.2. PUBLIC HEARING: CASE #2024-09-02. ZONING MAP AMENDMENT, FUTURE LAND USE MAP AMENDMENT ENGERS FIRST ADDITION

RECOMMENDED ACTION

It is recommended City Council approve Zoning Map Amendment, and Future Land Use Map Amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A.

- 5.3. PUBLIC HEARING CASE #2024-09-03. PRELIMINARY PLAT CARVER ADDITION

RECOMMENDED ACTION

It is recommended City Council approve the Preliminary Plat in alignment with the recommendation of the Planning Commission as provided in Attachment A.

- 5.4. PUBLIC HEARING CASE #2024-09-05. ZONING MAP AMENDMENT, PRELIMINARY PLAT, ANNEXATION GERLE FIRST ADDITION

RECOMMENDED ACTION

It is recommended City Council approve the Zoning Map Amendment, Preliminary Plat, and Annexation in alignment with the recommendations of the Planning Commission as shown in attachment A.

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the November 4, 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 6020 - 2024 BA - Fire Department Damage Claim**
- 2. Ordinance No 6021 - 2024 BA - FY23 SLCGP Project (2024190002)**
- 3. Ordinance No 6022 - 2024 BA - FY24 Fire SHSP**
- 4. Ordinance No 6023 - 2024 BA - Fire Station #1 LED Lighting**

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Minot Quilt Guild "Prairie Quilters" to conduct a raffle on April 5, 2025 and December 4, 2025 at Vincent Methodist Church (1024 2nd St SE).**
- 2. Hometown Hero Outdoors to conduct a raffle on April 30, 2025 at LEI (4105 S Broadway).**
- 3. Minot High Girls Basketball Boosters conduct raffles at home games and raffle boards for Monday Night Football from 12/2/2024-2/25/2025 at Minot High School (1100 11th Ave SW).**
- 4. Dakota Cruisers to conduct a raffle on June 4, 2025 and September 13, 2025 at the Minot Uhaul Parking Lot (1 20th Ave SE).**
- 5. Minot Board of Realtors to conduct a raffle on November 14, 2024 at the Spot (6 2nd St NE).**
- 6. Four Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 7. Special Event Permit for Bones BBQ (437 N Broadway).**

6.4. ALCOHOLIC BEVERAGE LICENSE RENEWALS

RECOMMENDED ACTION

It is recommended City Council approve the alcoholic beverage license renewals for the period of January 1, 2025 through December 31, 2025 for the following businesses:

- 1. Badlands Grillhouse and Saloon**
- 2. Ebenezer's Eatery & Irish Pub**
- 3. Happy Joe's**
- 4. JL Beers**
- 5. Broadway Liquor**
- 6. Capri Bar**
- 7. Applebee's Neighborhood Grill & Bar**
- 8. El Reparo**
- 9. Buffalo Wild Wings**
- 10. The "O"riginal Bar and Nightclub**
- 11. Highland Suites**
- 12. The Depot and Baggage Claim**
- 13. Sleep Inn & Suites**
- 14. Microtel Inn & Suites**
- 15. Do Eat Asian Cuisine**
- 16. Staybridge Suites Minot**

6.5. MAYORAL APPOINTMENT

RECOMMENDED ACTION

It is recommended City Council confirm the following Mayoral Appointment for the Committee on Childcare in Minot:

- Stacey Boyko to replace Shelbi Lawson as a childcare provider position on the committee.**

6.6. GAMING SITE AUTHORIZATION - COMPANIONS FOR CHILDREN

RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for the following organizations to conduct games of chance during the license year of November 18, 2024 through June 30, 2025 at the following locations:

- Companions for Children - Whiskey Nine (109 W Central Ave)**

6.7. 2024 STREET SEAL - FINAL PAYMENT (4803)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$325,444.47 to be paid to Asphalt Preservation Company, Inc.

6.8. APPROVE ANNUAL RENEWAL OF SALESFORCE SOFTWARE WITH CARASOFT TECHNOLOGY CORP.

RECOMMENDED ACTION

It is recommended City Council approve the annual renewal of Salesforce software with Carahsoft Technology Corp.

6.9. 2024 SANITARY SEWER REHABILITATION - FINAL PAYMENT

RECOMMENDED ACTION

It is recommended City Council approve the final payment for the 2024 Sanitary Sewer Rehabilitation Project to Strata Corporation in the amount of \$103,229.51.

6.10. RESOLUTION ADOPTING THE 2025 CITY COUNCIL AND PLANNING COMMISSION MEETING SCHEDULE

RECOMMENDED ACTION

It is recommended City Council adopt Resolution 3849 establishing the 2025 meeting schedule for the City Council and Planning Commission.

6.11. APPROVE JOB DESCRIPTION FOR CONTRACT COMPLIANCE OFFICER AND COORDINATOR

RECOMMENDED ACTION

It is recommended City Council approve the job description for a Contract Compliance Officer and Coordinator.

6.12. APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

RECOMMENDED ACTION

It is recommended City Council approve the October 2024 general accounts receivable write-off.

6.13. CONTRACT EXTENSION - AIRPORT FIRE ALARM CONTROL PANEL INSTALLATION

RECOMMENDED ACTION

It is recommended City Council authorize a 30-day extension to the original service agreement and authorize the Mayor to execute the extension.

6.14. SEPTAGE RECEIVING STATION - FEASIBILITY ASSESSMENT

RECOMMENDED ACTION

It is recommended City Council approve a task order with Apex Engineering in the amount of \$26,250.00 to perform a feasibility assessment of constructing a septage receiving station.

6.15. LAND LEASE RENEWAL - LAVERNE MIKKELSON

RECOMMENDED ACTION

It is recommended City Council approve the land lease extension with LaVerne and Kandi Mikkelsen and authorize the Mayor to sign the agreement.

6.16. FY 2024 STATE HOMELAND SECURITY GRANT PROGRAM AWARD – BOMB SQUAD

RECOMMENDED ACTION

It is recommended City Council accept the FY2024 State Homeland Security Grant Program award; authorize the Mayor to sign the grant award; and approve a budget amendment on first reading.

6.17. MREFPP PHASE VE-1 - VELVA BRIDGE REPLACEMENT

RECOMMENDED ACTION

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

7. ACTION ITEMS

7.1. APPROVAL OF 2025 SERVICE AGREEMENTS

RECOMMENDED ACTION

It is recommended City Council approve the 2025 services agreements with Minot Area Council of the Arts, First District Health Unit, Minot Commission on Aging, Minot Area Chamber EDC, and Souris Basin Planning Council; and authorize the Mayor and Finance Director to sign the agreements.

7.2. PROCESS IMPROVEMENT AND INNOVATION TRAINING - BA

RECOMMENDED ACTION

It is recommended City Council accept the proposal from Raftelis; and approve a budget amendment on first reading to reallocate funds for Process Improvement and Innovation Training for City staff.

7.3. APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

THE CITY OF MINOT AND THE CENTRAL DAKOTA METROPOLITAN
PLANNING ORGANIZATION

RECOMMENDED ACTION

It is recommended City Council approve the MOU and authorize the Mayor to sign.

7.4. APPROVE THE OFFICE LEASE AGREEMENT WITH THE CENTRAL
DAKOTA METROPOLITAN PLANNING ORGANIZATION

RECOMMENDED ACTION

It is recommended City Council approve the office lease agreement with the Central Dakota Metropolitan Planning Organization (CDMPO) and authorize the City Manager to sign the agreement.

7.5. NDDOT FEDERAL AID PROJECT SOLICITATIONS

RECOMMENDED ACTION

Staff recommends City Council approve the following projects be submitted to the NDDOT for programming:

Planning and Rail:

Priority 1 8th Avenue SE/CPKC Crossing (2026 or later)

Priority 2 Amtrak Crossing Signalization (2026 or later)

Urban and Urban Regional:

3rd Street Bridge Preliminary Engineering (2026)

Transportation Alternatives:

Edison Safe Routes to School (2027)

Highway Safety Improvement Program (HSIP):

Option 1: All Low Lighting Schools (2029)

7.6. APPROVE BUDGET AMENDMENT FOR EMPLOYMENT INVESTIGATION
SERVICES

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment for employment investigation services on first reading, authorize the Mayor to sign any retainer documents, and approve the payment for services rendered prior to second reading of the budget amendment.

7.7. MINOT PARK DISTRICT 1/2 CENT SALES TAX

RECOMMENDED ACTION

If Council is supportive of scheduling a special election for the electorate to decide whether or not to impose a one-half percent sales tax dedicated to the Minot Park District as proposed – City staff proposes the following motion:

- 1. Pass the attached ordinance on first reading; and**
- 2. Adopt the attached resolution scheduling a special election date for April 29, 2025 for the electorate to consider the question of whether or not to impose a one-half percent (1/2%) sales and use tax for the Minot Park District to construct an indoor turf facility, finance general park district operations and finance future park district capital projects; and**
- 3. Approve the attached ballot language.**

These three items can be considered collectively, or separately if the Council wishes to propose amendments.

Note: The Resolution scheduling a resolution will require a supermajority vote of the City Council (5 of 7 votes, without regard to whether there are vacancies, absences, or abstentions) in order to pass. See Minot City Ordinances 2-21 and 11 ½-6.

- 8. PERSONAL APPEARANCES**
- 9. MISCELLANEOUS AND DISCUSSION ITEMS**
 - 9.1. BRUCE WALKER - PARK SOUTH II LURA**

RECOMMENDED ACTION

City Council to provide direction to Essential Living, Inc. with regards to filing a LURA with NDHFA.

- 10. LIAISON REPORTS**
- 11. ADJOURNMENT**

City of Minot *Mayor Tom Ross* **Proclamation**

Mayor Proclaims Nov. 17-23 as Hunger & Homelessness Awareness Week

WHEREAS, hunger and homelessness continue to be real-life issues for individuals and families in Minot, across North Dakota, throughout the United States and around the world; and

WHEREAS, food insecurity, housing instability, and homelessness impact many North Dakota residents, including many in our own community, as safe, affordable housing and healthy, nutritious meals are vital but all-too-often elusive aspects of everyday life for residents of Minot and North Dakota; and

WHEREAS, all North Dakotans are encouraged to develop an understanding of the issues surrounding safe and affordable housing and food insecurity and recognize that many people do not possess the very basic necessities of life, such as shelter, food, and clothing; and

WHEREAS, government agencies, non-profit organizations, housing providers, businesses, and individuals must continue to collaborate and partner to provide access to these basic necessities to ensure a brighter, safer, and healthier future for all North Dakotans.

NOW, THEREFORE, do I, Tom Ross, Mayor of Minot, hereby designate Nov. 17-23, 2024, as Hunger & Homelessness Awareness Week and encourage Minot residents to support private and non-profit organizations that confront the issues of hunger and homelessness in our community and continue to embrace those affected by these issues through donations of time, talent, and treasures in order to make Minot a more resilient and welcoming community for our residents.

Mayor Proclaims Nov. 17-23 as Hunger & Homelessness Awareness Week

Tom Ross, Mayor, City of Minot

City of Minot City Clerk



City of Minot
Mayor Tom Ross

Proclamation

Mayor Proclaims Nov. 21 as Family Engagement Day

WHEREAS, the City of Minot and the state of North Dakota are fully committed to excellence in education and recognize the importance of family engagement in the pursuit of those standards; and

WHEREAS, families have for generations provided a critical foundation for their children to learn and grow into successful adults through engagement between families and school staff members as we work toward the common goal of educating our youth; and

WHEREAS, North Dakota's heritage and values expressed by its people are rooted in families, and the engagement of pioneer families was vital to the early development of an outstanding public education system in our state; and

WHEREAS, families in Minot and across North Dakota are the first and most influential teachers of our children, and partnering with families increases our ability to improve student outcomes and meet the needs of our children through cooperation and collaboration.

NOW, THEREFORE, do I, Tom Ross, Mayor of Minot, hereby designate Nov. 21, 2024, as Family Engagement Day, and encourage all Minot and North Dakota residents to reinforce and strengthen the partnerships between families and our school systems as we work to ensure that future generations are taught the values that are rooted in the heritage of our state and in the successful education of our families.

Mayor Proclaims Nov. 21 as Family Engagement Day

Tom Ross, Mayor, City of Minot

City of Minot City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: November 18, 2024

City Manager:

The highest priority focus since the last report has been supporting the Minot Police Department staff during the loss of Master Officer Watne. *A special thank you to the regional agencies, local businesses, and citizens who provided support to our department and community during this difficult time.* Staff and management continue to monitor the mental and emotional well-being of PD staff and have resources available to assist anyone who is struggling with the loss.

Staff is working on organizing Community Engagement meetings with the public during 2025. These meetings will include updates from staff regarding key projects impacting the various sections of the community, section specific results from the 2023 Community Satisfaction Survey, and a question and answer/listening opportunity with City Council members and City Staff.

Staff is also coordinating and preparing the Strategic Plan for presentation to the Council.

Meetings attended included: regular communication meeting with Minot Community Foundation Director; monthly Community Leader Economic Development communication meeting; meeting with local developer regarding online permit portal challenges; Childcare Committee meeting; Economic Development Plan Review Committee; Alcohol Ordinance Review Committee; Special Joint meeting with Council and Minot Parks Board; Meeting with Amtrak regarding ADA improvements to the Depot; regular communication meeting with Trinity CEO; Special Council meeting on Police Department Building, Municipal Court Building, and MI-4 potential impacts to Library; and various internal meetings regarding projects and personnel matters.

**Public Works
Operations Director, Bryan Banfill**

PUBLIC WORKS ADMINISTRATION: Public Works administration is continuing to work towards developing a more strategic approach for completing the remaining 2024 and 2025 procurements. Streamlining the tasks, developing an operations tempo, and creating a better balance of workload will provide more time for strategic planning leading to optimized processes for each Public Works Operations Department.

ROSEHILL CEMETERY:

Rosehill Cemetery continues to work towards making more sections available to address depleting plot and columbarium niches. Currently sitting at 96% burial plot capacity with only 1,120 plots available in developed sections. The cemetery is focused on developing additional sections which will make 15,283 additional plots available for future needs. Additionally, with columbarium niche availability dwindling to 29 niches (columbarium reaching 79.86% capacity) the effort to integrate additional columbaria sections will greatly support the growing demand. Additional columbaria sections are being researched for 2025 integration. Sales of each have contributed greatly to the Cemeteries' October Revenue of \$20,195.

With the winter season quickly approaching staff have been working on getting any remaining markers/monuments set and completing prep around the property for winter.

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

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

PROPERTY MAINTENANCE DEPARTMENT:

The Property Maintenance department completed 228 preventative maintenance (PM) work orders, and 88 non-preventative maintenance (Non-PM) work orders throughout the month of October. PM includes filter and belt checks, operational checks, greasing and cleaning of equipment. Non-PM work this month ranged widely from leaking plumbing, patching walls, installing new lights, troubleshooting and repairing electrical issues, service calls to the ramps, and installing a new heat pump in the ceiling at PD. The 2 additional early warning siren components have arrived and are now fully installed.

The *Asset Essential* software system updates are complete. By adding each facility and equipment to the system, the Property Maintenance department will have the capability to track work orders, develop reports that capture manpower, consumables usage, and equipment usage by work order.

This will provide better analytical data to determine where more efficiencies could exist. Additional processes and input requirements are being developed to ensure all team members are familiar with the system. Full system utilization is expected by early 2025.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

The Sweeper Crews are working through City neighborhoods in all 4 quadrants to address the Fall season leaves. Additionally, Crew members assisted the Sanitation Department with their tree pile list (10-31-24) successfully clearing over 2,500 piles throughout the City. The Patch Crew is working on Water Department water break patches and adjusting manholes before winter season arrives. There was a Light Equipment Operator (LEO) hired this month filling the recent LEO vacancy.

The Street Crews are continuing to prepare for winter operations. They are focusing on Road Grader maintenance and training. Current Salt and Sand inventory is full and is available when needed.

The Grass Crew is winterizing most mowing machinery and plan on mowing drainage areas in the near future to help with any spring runoff next year.

The Storm Sewer Crew attended a stop log exercise for the MI-5 project that was performed by the contractor. They are finishing up construction season with outfall repairs and will start cleaning leaves from catch basins in the valley.

TRANSIT DEPARTMENT:

The new ITS system to replace our current RouteMatch system is in development and should be live February 1, 2025. This will include hardware installation in December 2024 and on-site training in January 2025 just prior to going live. October's ridership is up ~25% compared to October of 2023 with a total ridership of 9,673. This is the third highest month of ridership that our transit system has seen in the last ten years. Currently we are 2.5% higher this year then we were at the same time in 2023. Ridership has been steadily increasing over the last three months averaging 425 rides per day. Staff is currently focusing their attention on the procurement of a new Heavy-Duty Transit Bus that was approved in the 2024 budget from the Washington State Cooperative Purchasing Agreement. The agreement has been approved and signed locally, and by the NDDOT. Staff is awaiting Washington DES signature before proceeding with the next stage of the procurement process. The new bus will help increase the mission capability of the current Transit fleet which is currently utilizing aging fleet busses for its day-to-day operations.

FLEET DEPARTMENT (CT SHOP):

On the maintenance side, throughout the month of October, the 10-person staff completed 162 work orders (Parts and Labor Costs: \$88,250.05). Of which 73 (45%) were unscheduled maintenance repairs to ensure the aging fleet continues to accomplish the necessary tasks contributing to each City department's successful utilization of their required equipment. Additionally, the staff completed 89 (55%) preventative maintenance work orders to add to the service life expectancy of both the City's equipment and vehicle fleet. Work order turnaround time composition was as follows:

- 62% of Work Orders Completed within 24 hours
- 71% of Work Orders Completed within 72 hours

One significant item to note is that the team has begun fabricating spare Motor Grader Gates for this year upcoming snow season. The team is in the process of developing 3 spare gates for the Motor Grader fleet. Once complete, they will begin standardizing the fabrication and build process to streamline future builds.

**City Assessor
Ryan Kamrowski**

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

	October			Year to Date 2024		
	Sales	Median	Average	Sales	Median	Average
Residential	23	\$ 270,650	\$ 309,183	635	\$ 255,000	\$ 273,301
Residential Vacant Land	2	\$ 80,000	\$ 80,000	62	\$ 35,000	\$ 40,180
Commercial	2	\$ 1,812,470	\$ 1,812,470	44	\$ 571,250	\$ 1,182,399
Commercial Vacant Land	0	\$ 0	\$ 0	1	\$ 782,781	\$ 782,781

Note: 15% increase in median residential sale price over the last 12 months.

**Community Development Department
Director, Brian Billingsley**

INSPECTIONS DIVISION:

October 2024 Permit Information (October 2023):

- Total Permits Issued: 310 (237)
- Single-Family Homes: 4 (9)
- Multi-Family Permits (Units): 0 (16)
- New Residential Permit: \$610,192 (\$3,318,868)
- Residential Remodels: \$466,450 (\$658,900)
- New Commercial: \$2,302,645 (\$3,456,380)
- Commercial Remodels: \$837,560 (\$4,829,000)
- Valuations of all Permits: \$4,216,847 (\$12,263,148)

Notable Building Permits:

- Providence Holdings Office – 423 S. Main - \$1,454,720
- Simonson Station Remodel – 100 28th Ave SW – \$700,000
- City of Minot Salt Storage Building – 1025 31st St. SE – \$227,085

Personnel Update:

We hired Tony Stewart to the Commercial Building Inspector position. Tony has worked in the construction trades for Mattson Construction Company for over 35 years.

The Commercial Plans Examiner position posting recently close and interviews have taken place. We have placed a job offer to one of the candidates. We are awaiting a response.

PLANNING DIVISION:

Planning Commission:

The Planning Commission held a meeting on October 1st. They recommended approval of all cases.

Development Review Team Meetings:

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

- Exceptional Healthcare Hospital – Hwy 83 NW Bypass
- Post Construction Shop – 311 Hwy 52 E.
- U-Haul Moving and Storage Center Expansion – 1 20th Ave. SE

Outdoor Dining Permits:

None.

Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director attended the Chamber EDC Workforce Summit.
- Staff met with some members of the Minot Association of Builders.
- Director gave a presentation on City economic development to the Chamber EDC Community Leadership Institute.
- Director attended a strategic plan leadership team meeting.
- Director and supervisors attended performance evaluation training.

ECONOMIC DEVELOPMENT DIVISION:

Façade Improvement Program:

We did not receive any new applications during the month of October. Staff approved the exemption for an ADA power assisted door for FI-13 (221 S. Main Street). Mr. Bruce Walker's architect submitted evidence that showed the ADA entryway is not feasible at this location.

Renaissance Zone Program:

The Renaissance Zone Review granted conditional approval for Case No. M-107 (Ebenezer's).

**NDR Program Manager
Chris Plank**

The Department of Housing and Urban Development (HUD) was in Minot October 27-31, 2024 for an in-site monitor of the NDR grant. They reviewed three property acquisition files, the Minot Housing Authority reconstruction of Milton Young Towers and a planning activity. In the exit conference, the City's regional CPD rep indicated there were no findings or concerns. They also complimented staff on the amount of information collected during the intake session and how thorough it was.

City staff is still waiting the results from the ADA monitor that was performed in September of 2024.

Maple Diversion Acquisition

Intake meetings have begun for the 8 residents who will be affected by property acquisition for this project. Six (6) of the eight (8) property owners have met with staff to discuss the process and provide information. The other two residents are scheduled to meet with staff the week of 11Nov24.

Parkview Mobile Home Acquisitions

The eminent domain process continues and no court date has been set as of the date of this memo. Staff continues to work with resident who may be eligible for benefits. News reports along with radio ads were created to try and locate any current or former residents.

47 General Information Notices have been completed
45 Notice of eligibility have been completed
30 residents have been relocated
4 residents are in the process of being relocated

Broadway Circle

Minot Park District has donated Flex Fiber wood chips from a playground that was removed due to flood protection. These chips will replace the grass that was originally planned to be used. They will provide better protection against falls and will be more aesthetically pleasing.

Responses to the RFP were due on October 24, 2024. There were no submissions to lease the family homeless shelter or the apartment complex. The City did receive a proposal from one property management company to run and manage the facility. Initial feedback from non-profits included the high cost of insurance along with taxes. A private investor was concerned about the taxes, the lack of rental income from the homeless shelter along with lower rental rates, effected their decision.

**Minot Public Library Director,
Zhaina Moya**

MINOT PUBLIC LIBRARY

Director's Report



Building & Grounds

Ackerman Estvold sent a formal letter to Rolac explaining the intention to find a new contractor to complete the Children's Library Remodel Project, due to their unwillingness to fix the continued issues with the suspended leaves and butterflies. Upon receiving the letter, Rolac's has begun disputing the claims they would not return to the project, and that they have done more than what was asked of them regarding this project. Ackerman and Estvold continue to discuss with Rolac.



Personnel

- The Children's Library has posted the newly available Full Time Associate 1 position internally. Should there be no interest from current library staff, the job will be posted externally.
- Interviews are being conducted to fill the vacant Adult Services Library PT assistant position.



2025 Budget

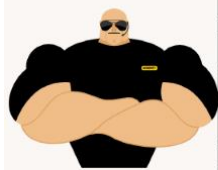
- The Library Board approved the 2025 Budget at their October Meeting. Moya will provide detailed 2025 Staff Salary recommendations at their November meeting.



Meetings & Events

Moya attended the following meetings throughout the month:

- 10/8- Friends of the Library Meeting
- 10/15- Department Head Meeting
- 10/17- Library Board Meeting
- 10/21- City Council Meeting
- 10/23- 1:1 with City Manager
- 10/25- Halloween at City Hall
- 10/29- Department Head Meeting
- 11/4- City Council Meeting
- 11/12- Special City Council Meeting
- 11/12- Department Head Meeting
- 11/13- Meeting w/ Finance Department
- 11/14- Special City Council Meeting
- 11/15- Friends of the Library Annual Meeting



Behavior Concerns

- 10/29:

A patron came in and was intentionally mis-shelving books. Moya was informed by staff, as the on-duty supervisor was on lunch. Moya approached the patron but, upon observing signs of substance influence, chose not to engage directly in corrective action. She informed staff that, while the mis-shelving was disruptive, the patron was not causing immediate disturbance to others and recommended no further engagement.

Later, staff reported the patron became verbally aggressive, refused to leave, used derogatory language, and insisted that police be called. Before officers arrived, the patron removed several books and left the building. Police apprehended the individual, issued a no-trespass order, and recovered the library items.

**Public Works
Utilities Director, Jason Sorenson**

PUBLIC WORKS ADMIN:

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

Water Treatment Department:

- October 2024 chart indicates 53 bacteria samples collected. 3 extra above the normal 50 samples were due to a positive sample result from Railway Booster station after completion of relocation and start up. The 3 repeat samples returned negative (absence of bacteria)
- Biota Staff
 - 9 hired so far
 - 6 short of fully staffed
- Minot Staff
 - 3 short of fully staffed due to filling of Biota staff

We have had plenty of applicants, but many of the qualified applicants have declined employment offers due to low wages.

Monthly Water Report For October 2024

River Water Treated	0 gallons
Well Water Treated	194,685,000 gallons
Recycle Water	8,510,000 gallons
Facility Water	7,277,000 gallons
Total Water Treated	210,472,000 gallons
Pumped to City	72,324,000 gallons
Pumped to NAWS	124,373,000 gallons
Pumped Total	196,697,000 gallons

AMMONIUM SULFATE	6,509 pounds
CARBON DIOXIDE	94,298 pounds
CHLORINE	21,085 pounds
COAGULANT	11,817 gallons
FLOURIDE	6,432 gallons
LIME RECEIVED	833,988 pounds
PHOSPHATE	5,377 pounds

Waste Sludge	163 loads
	1604.10 tons

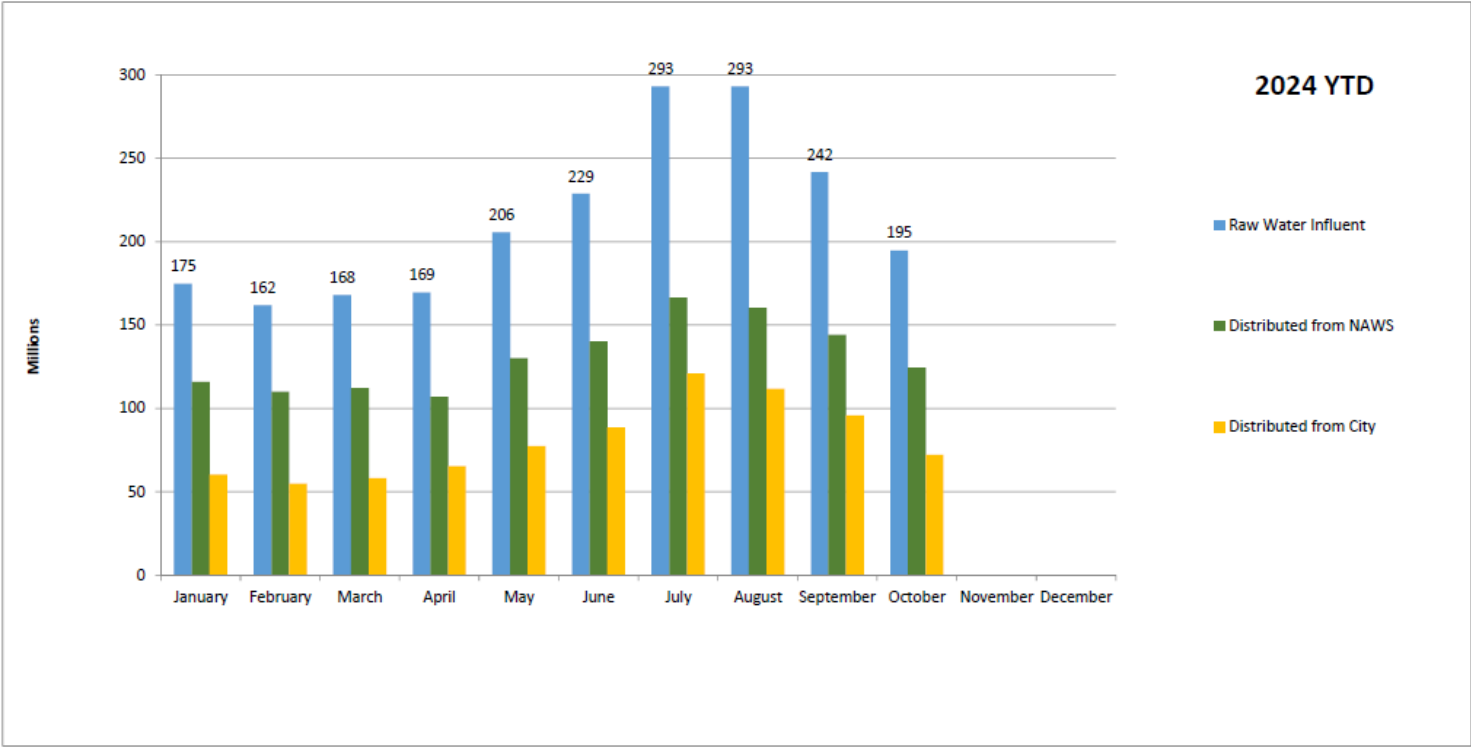
Bacteria Samples Taken	53 total
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Finish Water Turbidity	0.098 NTU
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WELL FIELD INFORMATION			
WELL #	Hours Run	Gallons per Minute	Gallons Pumped
5	744.0	710	31,694,000
6	609.0	428	15,639,000
8	720.0	220	9,504,000
11	435.8	301	7,871,000
12A&12B	68.8	182	751,000
13	0.0		0
14	515.6	528	16,334,000
15	0.0		0
16	408.0	300	7,344,000
A	312.0	387	7,245,000
B	192.0	387	4,458,000
C	434.9	1625	42,403,000
D	470.0	1600	45,120,000
E	244.5	361	5,296,000
F	45.9	2200	6,059,000

199,718,000

Minot Water Plant
2024 Water Use



Water & Sewer Department:

CITY OF MINOT

2024 Water & Sewer Monthly Report/Task vs. Objectives

TASK	OBJECTIVE	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	TOTALS
Meetings		14	21	23	23	24	24	25	27	21	25			227
Service Calls	6,750	597	694	658	844	608	574	652	507	530	340			6,004
Inspections	150					22								22
After hours Calls (Foremen)		30	7	17	12	14	10	5	11	13	10			129
Lab Tests	6,500	101	100	125	400	501	700	770	800	800	800			5,097
Meters														
Install New Meters	100	6	9	5	6	16	12	12	15	8	9			98
Meter Changes	100	28	16	36	14	13	17	21	5	21	19			190
Delinquent Water Accounts		206	99	173	189	94	75	140	80	94	145			1,295
MXU Installations	100	17	13	8	14	19	10	15	16	13	4			129
Locates: water/sewer/storm	4,000	111	74	107	900	501	801	940	971	760	1,203			6,368
Hydrants														
Hydrant Inspections	1,150	0	0	0	0	120	78	222	185	105	25			735
Flow Hydrants(for sewer lines)		50	78	87	88	76	105	88	70	78	73			793
Install Hydrants	15	0	0	0	0	0	1	1	2	1	0			5
Hydrant Repair	180	4	2	3	6	4	3	6	6	12	10			56
Hydrant Flow Testing		0	0	0	1	3	1	1	1	0	0			7
Hydrant Meter Set		0	0	0	17	7	0	8	4	0	0			36
Hydrants Painted		0	0	0	0	15	25	0	0	0	0			40
Water														
Curb Stop Maintenance	40	5	5	6	10	5	10	12	12	9	8			82
Curb Box (riser repair)	100	4	6	8	123	10	18	22	18	11	16			236
GV exercising/inspections	2,000	0	10	65	45	48	41	23	35	32	22			321
Gate Valve Maintenance	24	0	1	0	3	3	2	3	4	2	0			18
Gate Valve (riser repair)	50	0	1	6	8	7	5	4	5	2	8			46
Gate Valves ON/OFF		10	23	19	46	16	41	47	72	44	39			357
Repair Water Main Breaks	40	3	2	2	1	0	3	3	2	2	9			27
Service Taps		0	0	0	0	2	2	1	0	2	0			7
Service Leaks		1	0	3	3	1	0	1	0	0	0			9
Hydrastopping	1	0	0	0	0	0	0	0	0	0	0			0
Haul Clay/dirt/gravel/snow	Days	0	0	6	5	2	1	2	0	2	6			24
PRV Maintenance	5	0	0	0	0	0	0	0	0	0	0			0
Install Insta-Valve	1	0	0	0	0	0	0	0	0	0	0			0
Sewer														
Televising (feet)	60,500	200	100	150	1,668	300	435	3,225	4,829	3,290	1,590			15,787
Clean Sanitary Sewer (feet)	140,000	4,367	4,990	4,457	5,959	5,856	17,550	12,598	11,843	2,428	3,978			74,026
Check/Flush Manholes	5,000	236	424	557	582	705	596	653	457	215	111			4,536
Inspect Sewer Lift Stations	2,080	612	609	617	615	620	622	620	620	625	623			6,183
Sewer Calls		5	2	0	2	5	3	4	5	5	3			34
Manhole Repair	50	3	1	0	1	1	2	1	1	0	0			10
Repair Sewers (feet)	30	0	0	0	0	0	0	0	0	0	0			0
Mowing/Snow Removal Hours	6,000	8	10	8	0	87	172	180	189	160	90			904

Fall: Checking Hydrants

Landfill/Sanitation/Recycling:

Operations have been very busy in both departments.

One of the major events for the month was the significant wind storm where winds were sustained at 55 mph plus and gusting to nearly 80 mph for several hours. This caused significant damage to trees, broken limbs were very widespread. It is estimated that during the event nearly 3,000 piles were collected curbside from residents. This is an undertaking that would not be possible for just the Sanitation Department. Between the Sanitation Department, Street, and Storm Water crews a combination of equipment was utilized to collect all of the piles. Their assistance and teamwork was greatly appreciated to provide these services to our residents in the timeliest fashion possible.

The fall leaf season cleanup from resident's yards is in full swing, team members have been hauling yard waste from the ten compost sites 7 days a week throughout the month. There was a total of 355 loads hauled in October from the ten compost sites.

Landfill staff has been busy working on the final closure of MSW Cell 4, all that remains for the project to be complete is placing six inches of topsoil in the spring and seeding it. They are installing erosion delineators along the slopes to minimize erosion from the spring snow melt.

Landfill staff is still assisting with various vehicle maintenance projects on the Automated Side Load garbage trucks, and will also perform the install of our FleetMind technology on our second replacement truck.

There was a total of 4,600.51 tons of trees shredded for wood mulch, and 100.85 tons of tires shredded for disposal.

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

Single Stream Recycling – 86.90 Tons

MSW – 7,264.79 Tons

MSW City Collection – 1,337.90 Tons

Inert – 2,838.71 Tons

Lime – 1,604.10 Tons

Trees – 971.35 Tons

Trees Given Away for Firewood – 22.37 Tons

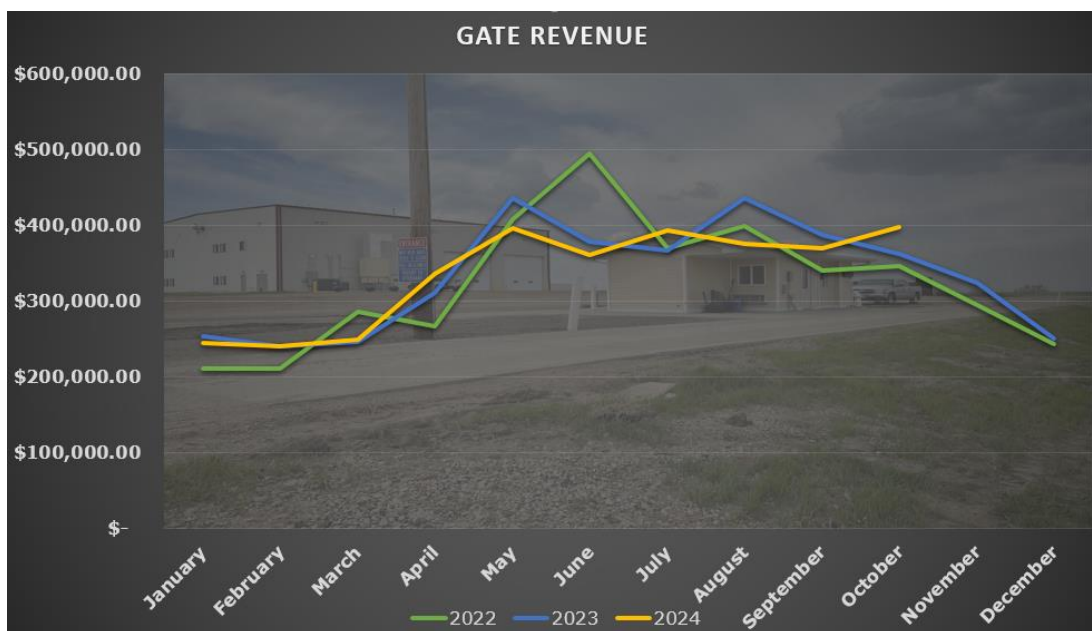
Recycled oil for use in Asphalt Plants – 500 Gallons

Total number of landfill tickets generated – 7,385 Tickets

October gate collections were \$397,371.61 compared to \$362,229.23 in 2023.

Year to date gate collections at the landfill is \$3,363,038 compared to \$3,416,708.76 from last year at this time.

There was a total of 355 roll-off tanks hauled from the ten compost sites.



MINOT MUNICIPAL COURT
MONTHLY REPORT COMPARISONS FOR OCTOBER 2023/2024

To: City Manager, Harold Stewart
 From: Minot Municipal Court

	<u>OCTOBER 2023</u>	<u>OCTOBER 2024</u>
<u>MUNICIPAL COURT CASES</u>		
Filed	434	309
Disposed	446	291
<u>PARKING TICKETS</u>		
Written	73	101
Paid	64	89
<u>REVENUE</u>		
Fines & Forfeitures Cash	\$ 32,682.55	\$ 19,305.69
Suspended for Jail or CS	\$ 0.00	\$ 0.00
Waived	\$ 47,702.50	\$ 8,308.60
District Court Transfers	\$ 0.00	\$ 0.00
Parking Tickets	\$ 1,520.00	\$ 1,770.00
Copy Fund	\$ 10.00	\$ 0.00
From Posted Bond	\$ 17,365.32	\$ 9,648.31
Accounts Receivable Balance	\$ 702,788.07	\$ 718,339.10**

Rec. Balance Last Month: \$716,137.03 (An Increase of \$2,202.07)

<u>COLLECTION AGENCY</u>		
Turned Over for Collection	\$ 2,665.47	\$ 8,356.00
Collected	\$ 3,109.75	\$ 3,085.39
Uncollectable	\$ 335.00	\$ 1,753.34

<u>Admin. Fee to Domestic Violence Fund</u>		
Paid	\$ 1,364.93	\$ 846.50

**Reflects total fees receivables less 80% of total restitution, which is not owed to the City of Minot (80% = \$201,662.73)

MACEDC Board Meeting Attendance - 2024

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

EXECUTIVE COMMITTEE

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

ADDITIONAL VOTING MEMBERS

Beth Feldner	X	X	Annual Meeting	X	A	A	X	A	X	X			
Peter Hankla	X	X		X	X	X	A	X	X	X			
Jonn Knecht	X	X		A	A	X	X	X	X	X			
John Kutch	A	X		X	X	A	A	A	X	A			
Brent Lohnes							X	A	X	X			
Jarid Lundeen									X	X			
Jason Olson	X	X		X	X	X	X	X	A	X			
Mayor Tom Ross	X	X		X	X	A	A	A	X	X			
Dr. Steven Shirley	X	X		X	X	X	X	X	X	X			
Jason Zimmerman	X	X		X	X	A	X	A	X	X			

X = Present A = Not Present

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

Call to Order

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

Adjourn Meeting

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

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

Call to order

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

Attendance

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

ABSENT: John Kutch.

OTHERS PRESENT: Bradley Yoder.

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

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

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

2. Board Minutes (All Directors)

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

3. Treasurer's Report

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

4. Chairperson's Report

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

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

5. Strategic Plan Key Pillar Report

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

b. Community Development – Kevin Black: None.

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

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

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

5. President's Report

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

6. Other Business

None.

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

Minutes submitted by: Jaime Hauge, Executive Assistant

MEMO

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

Background

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

Who is Accredited

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

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

Why become Accredited

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

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

Benefits of becoming accredited:

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

Cost

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

Timeline

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

2025 Dates

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

Sections

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

Recommendation

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

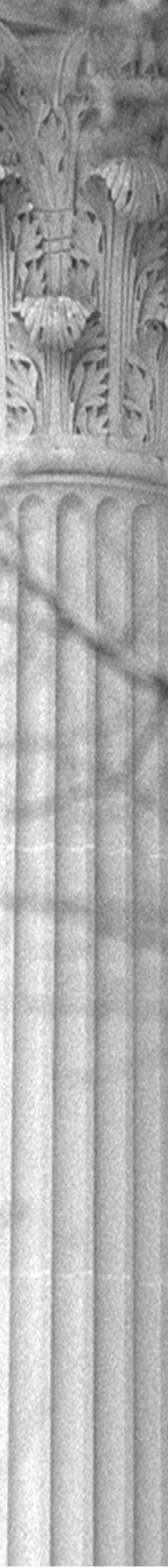
Internal timelines

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

Resources

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

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



UNITED STATES CHAMBER OF COMMERCE

ACCREDITATION

2024 Accreditation Application for Local Chambers

Section 1: Governance

1. Governance

Standard

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

Minimum Qualifications

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

Required Attachment Checklist

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

Additional Material Attachment Checklist

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

Section 1: Governance Minimum Requirements

A. Articles of Incorporation or Charter

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

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

Attachment : _____

B. Mission

1. Provide the chamber's mission statement.

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

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

Click the arrow to the right to respond.

C. Bylaws

1. Do the bylaws mention the following?

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

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

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

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

Attachment : _____

D. Organization Structure

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

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

Attachment : _____

E. Officers and Board of Directors

1. How many officers serve on the board?

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

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

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

Attachment : _____

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

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

Attachment : _____

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

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

Attachment : _____

F. Committees

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

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

Attachment : _____

Section 1: Governance Additional Criteria

A. Vision and Values

1. Provide the following if applicable:

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

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

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

Click the arrow to the right to respond.

B. Officers and Board of Directors

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

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

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

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

- ☐ Email or mail invitations ☐ Personal invitations
- ☐ Leadership training opportunities ☐ Website
- ☐ New member orientation ☐ Other _____

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

Essay Question #1

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

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

Attachment : _____

Essay Question #2

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

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

Attachment : _____

C. Committees

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

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

Attachment : _____

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

- - - Select - - -

6. How does the chamber evaluate committee performance?

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

D. Affiliates

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

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

The following are examples:

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

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

If yes, answer the following:

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

Supplementary Information

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

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

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

Comments can be entered in the space below.

Additional documents can be attached here : _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

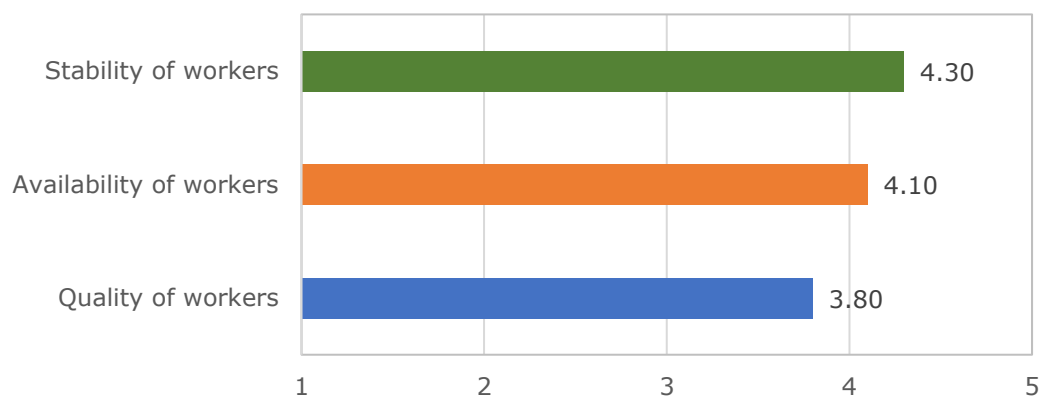


Figure 2
Mean Rating: Barriers to Growth in Minot
(1=Low, 5=High)

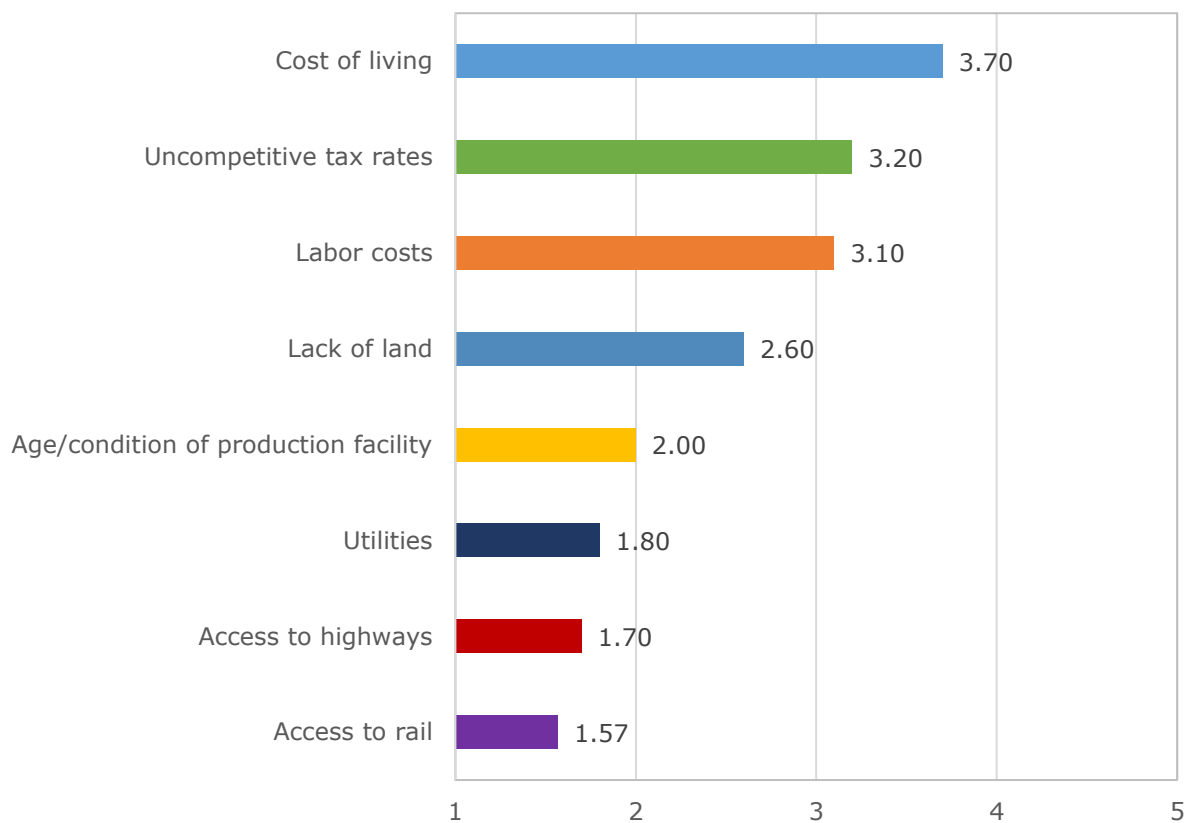


Figure 3
Mean Rating: Quality of Life
(1=Greatly Needs Help, 5=Exceeds Expectations)

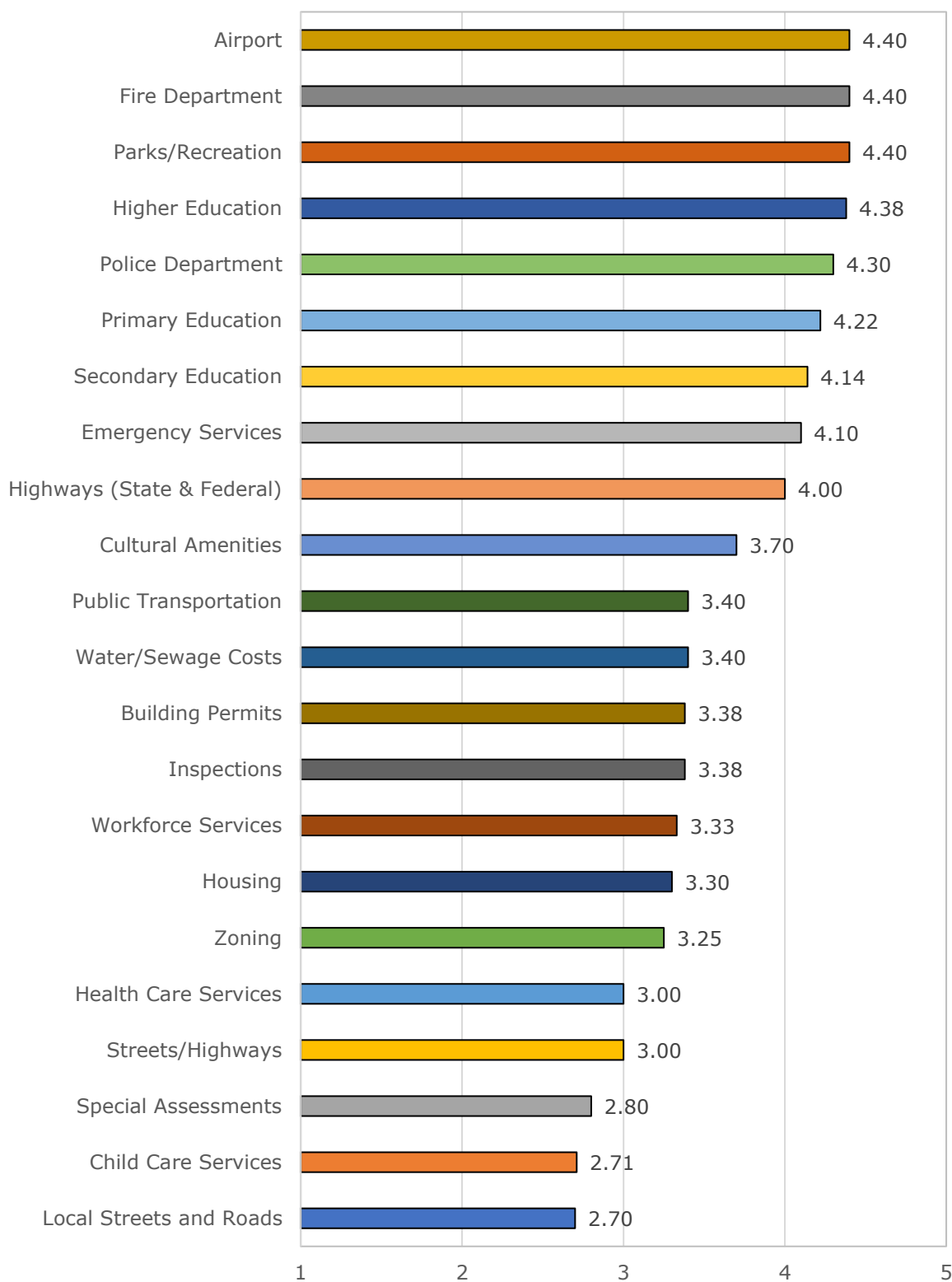


Figure 4
Mean Rating: Barriers to Growth in Minot
Q4 2023 - Q3 2024 (N=52)
Q4 2022 - Q3 2023 (N=41)
Q4 2021 - Q3 2022 (N=52)
(1=Low, 5=High)

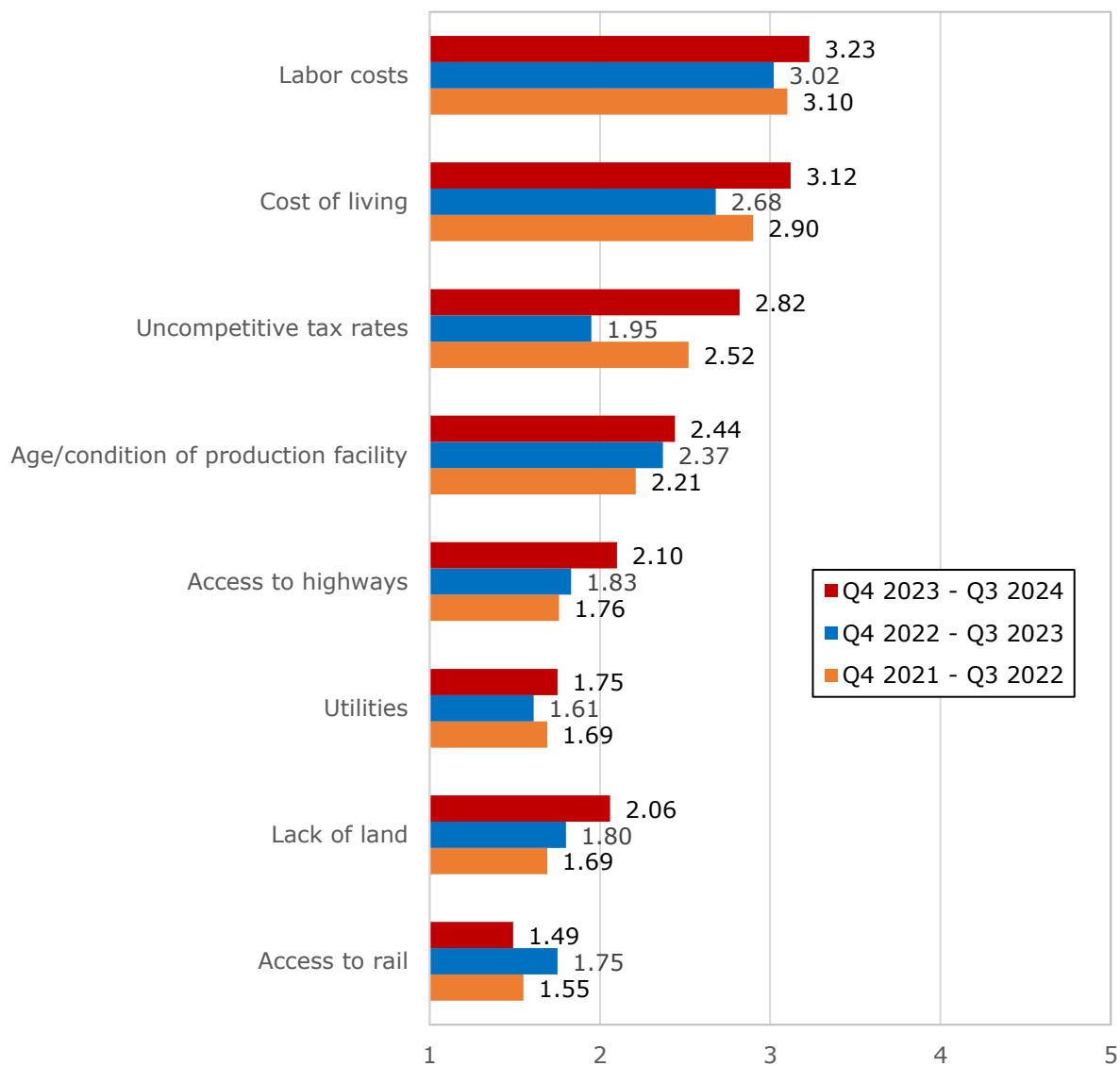


Figure 5
Mean Rating: Minot's Business Climate
Q4 2023 - Q3 2024 (N=52)
Q4 2022 - Q3 2023 (N=41)
Q4 2021 - Q3 2022 (N=52)
(1=Low, 5=High)

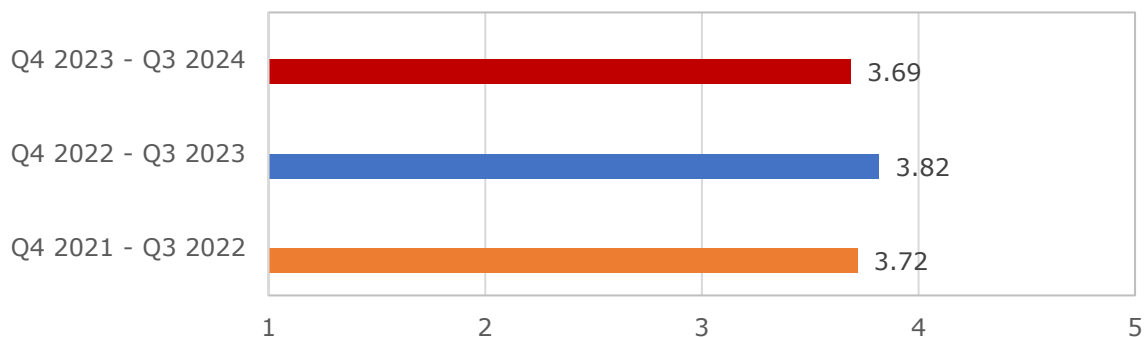


Figure 6
Mean Rating: Workforce
Q4 2023 - Q3 2024 (N=52)
Q4 2022 - Q3 2023 (N=41)
Q4 2021 - Q3 2022 (N=52)
(1=Greatly Needs Help, 5=Exceeds Expectations)

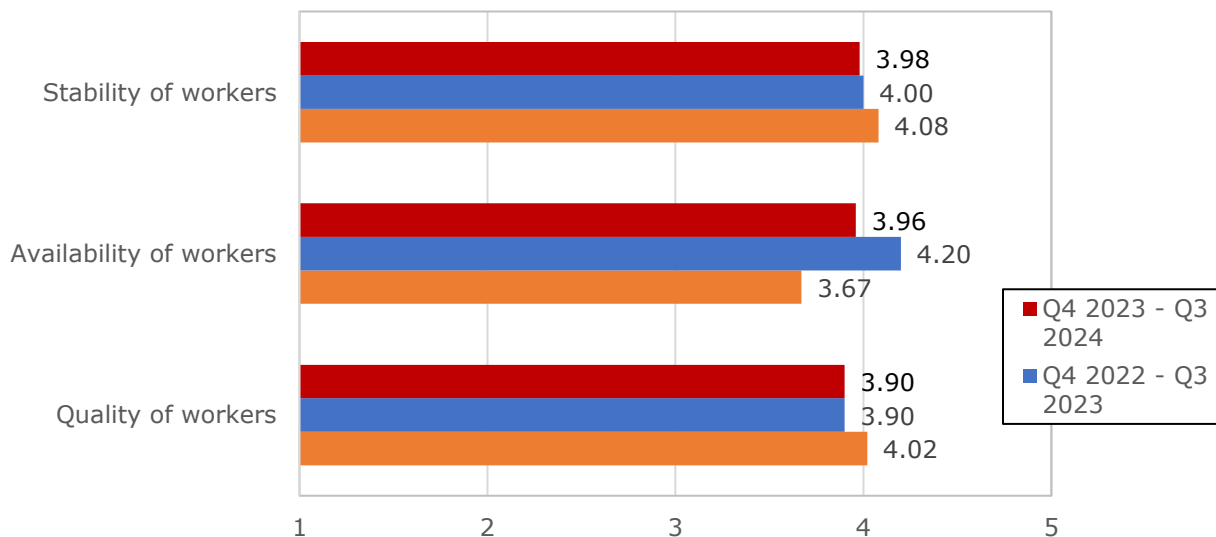


Figure 7a
Mean Rating: Quality of Life
Q4 2023 - Q3 2024 (N=52) // Q4 2022 - Q3 2023 (N=41) // Q4 2021 - Q3 2022 (N=52)
(1=Greatly Needs Help, 5=Exceeds Expectations)

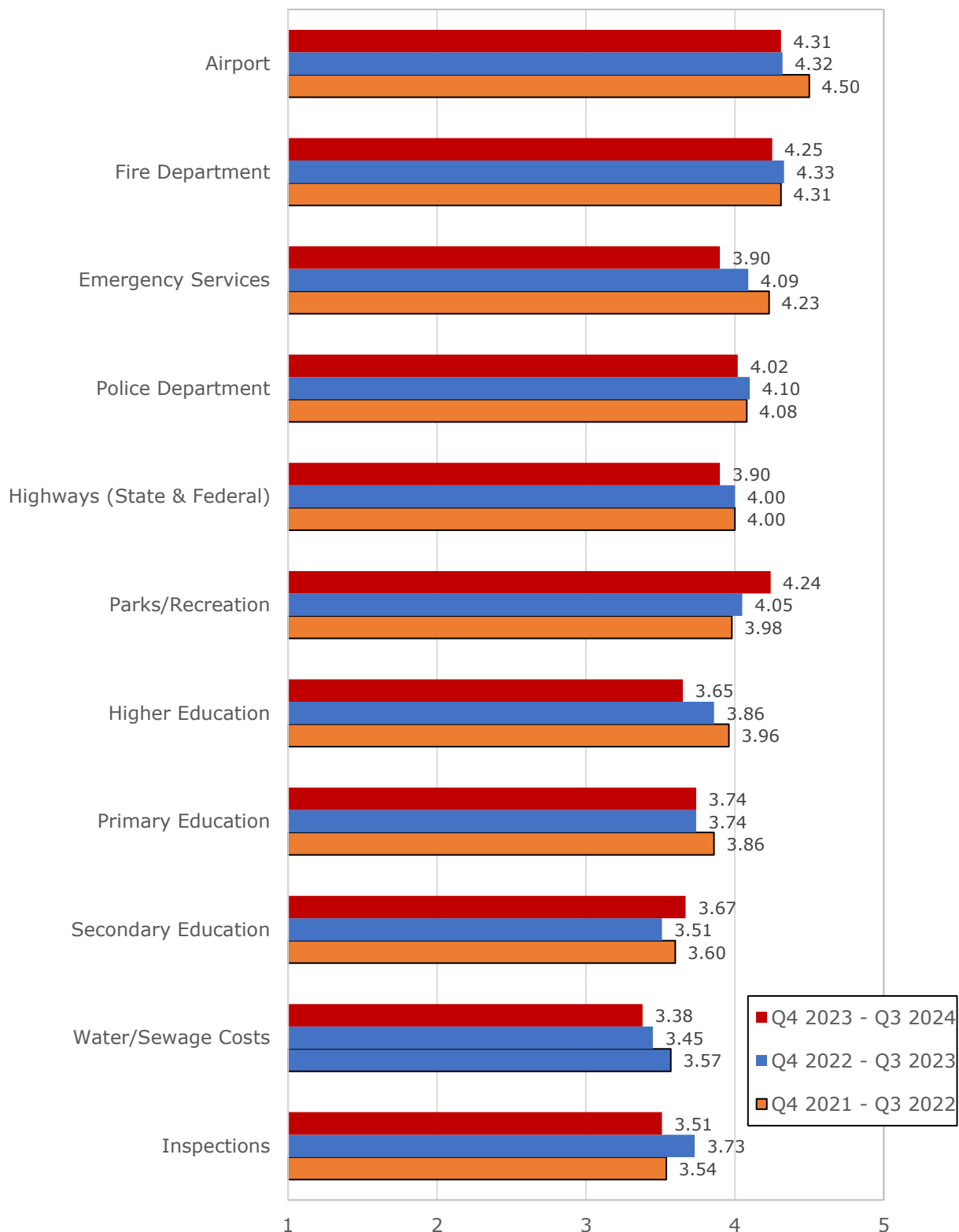
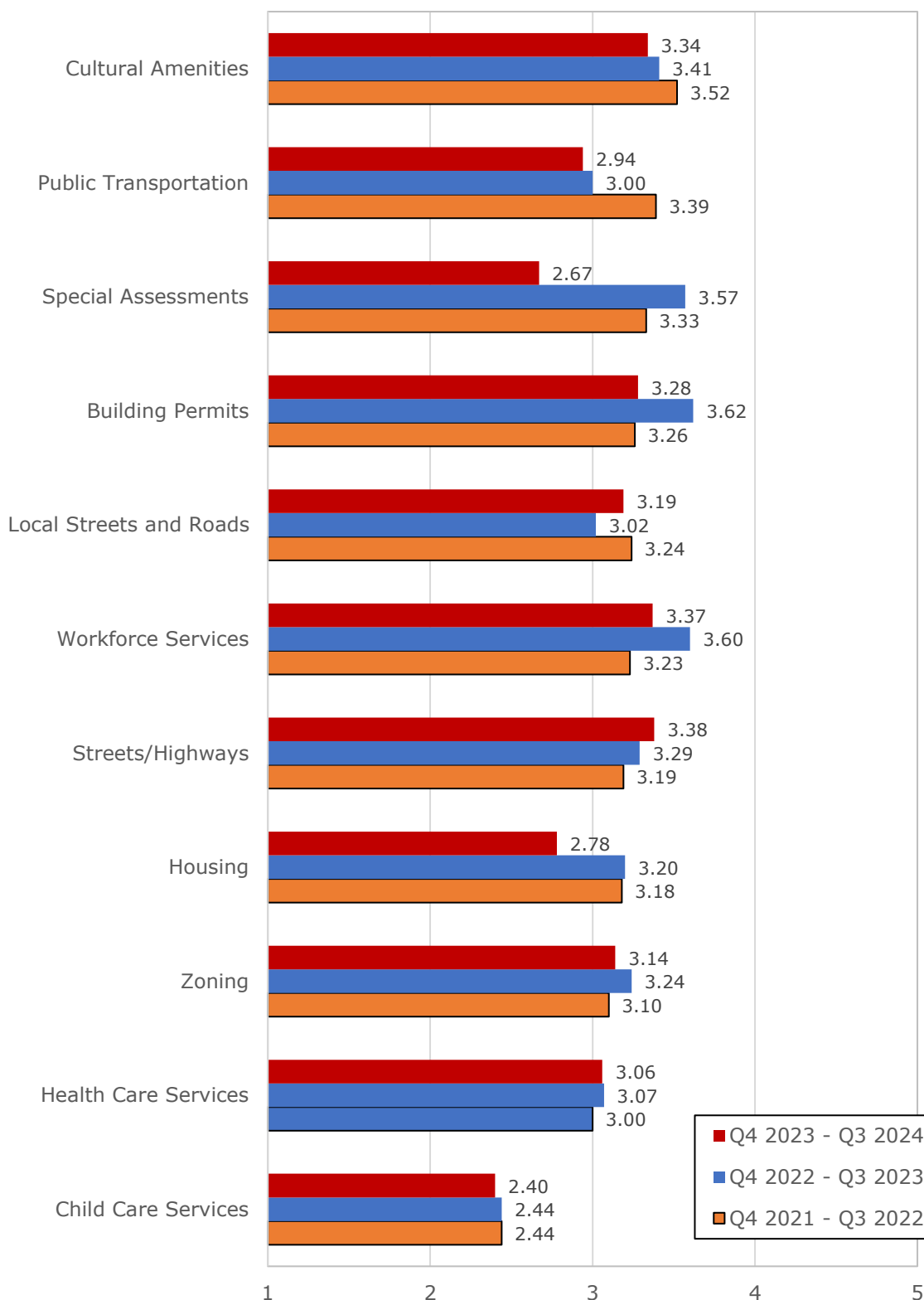


Figure 7b
Mean Rating: Quality of Life
Q4 2023 - Q3 2024 (N=52) // Q4 2022 - Q3 2023 (N=41) // Q4 2021 - Q3 2022 (N=52)
(1=Greatly Needs Help, 5=Exceeds Expectations)



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

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

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

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

COMMITTEE REPORTS

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

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

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

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

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

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

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

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

Dr. Jessie Fauntleroy, Trinity Health

Amy Senger, Minot Public Schools

Amynda Behm, Behm Enterprises

Sidney Langlais, Capital RV

Paige Hanson, Trinity Health

Amber Mendez, ND State Fair

Rebecca Mello, Pizza Ranch

Megan Wentz, North Star Community Credit Union

Josh Lindbo, Minot Country Club

Devin Koppinger, UPS

Cade Vesnaver, Valvoline Instant Oil Change

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

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

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

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

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

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

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

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

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

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

UPCOMING MEETINGS AND EVENTS

Minot Area Chamber EDC Programming

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

Minot Area Chamber EDC Signature Events

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

Minot Area Chamber EDC Strategic Engagements | Stakeholder and Partner Events

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

On November 6, 2024, a Regular Planning Commission Meeting of the Minot Planning Commission was held in the City Council Chambers, City Hall (10 3rd Ave SW). Chairman Offerdahl called the meeting to order at 05:30 PM.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

3.1. INTRODUCTIONS AND DECORUM HANDOUT

Chairman Offerdahl welcomed Robert Amick to the Planning Commission.

4. PLANNING COMMISSION

4.1. APPROVAL OF OCTOBER 2024 REGULAR MEETING MINUTES

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

5. PUBLIC HEARING

5.1. CASE #2024-09-02. ENGERS FIRST ADDITION - ZONING MAP AMENDMENT, FUTURE LAND USE MAP AMENDMENT

Mr. Diedrichsen presented the Staff Report.

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

William Niemann appeared to testify against the measure.

Jo Vannett appeared to testify against the measure.

Lisa Bergstad appeared to testify in support of the measure.

Donald Jessen appeared to testify in support of the measure.

Chairman Offerdahl closed the public hearing.

The Commissioners had a discussion.

The motion to Approve based on Staff recommendations and findings of fact was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Pontenila.

The Commissioners had a discussion.

The motion was carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Kayla Johnson, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick; nays: None.

5.2. CASE #2024-09-03. CARVER ADDITION - PRELIMINARY PLAT

Mr. Diedrichsen presented the Staff Report.

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

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on Staff recommendations and findings of fact was initiated by Wolff seconded by Planning Commission Representative Johnson and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Kayla Johnson, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick; nays: None.

5.3. CASE #2024-09-05. GERLE FIRST ADDITION - ZONING MAP AMENDMENT, PRELIMINARY PLAT, ANNEXATION

Mr. Diedrichsen presented the Staff Report.

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

No one appeared to testify.

Chairman Offerdahl closed the public hearing.

The motion to Approve based on Staff recommendations and findings of fact was initiated by Planning Commission Representative Pontenila seconded by Planning Commission Representative Iverson and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Kayla Johnson, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick; nays: None.

5.4. CASE #2024-09-06. THE EHR HILLS ADDITION - PRELIMINARY PLAT

This item was not discussed. The property owner decided to pull the application.

6. MISCELLANEOUS AND DISCUSSION ITEMS

Mr. Diedrichsen and Mr. Billingsley presented the 2025 meeting schedule.

The Commissioners had a discussion.

The motion to Approve the 2025 Planning Commission meeting schedule was initiated by Planning Commission Representative Iverson seconded by Planning Commission Representative Johnson and carried by the following roll call vote: ayes: Tim Baumann, Erin Iverson, Kayla Johnson, Annette Mennem, Dustin Offerdahl, Serena Pontenila, Bradly Wolff, Robert Amick; nays: None.

7. ADJOURNMENT

With no further business, Chairman Offerdahl adjourned the meeting at 6:12 pm.



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 18, 2024

**SUBJECT: PUBLIC HEARING: CASE #2024-09-02. ZONING MAP AMENDMENT,
FUTURE LAND USE MAP AMENDMENT ENGERS FIRST ADDITION**

I. RECOMMENDED ACTION

It is recommended City Council approve Zoning Map Amendment, and Future Land Use Map Amendment in alignment with the recommendations of the Planning Commission as shown 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

Public hearing request by Ole Bergstad, representing Donald & Marcia Jessen, owner for a request of a zoning map amendment and future land use map amendment on a property zoned "R4" Planned Residence District with the requested rezoning to "MH" Manufactured Home District and the requested change on the future land use map from Suburban Residential to Manufacture Home Community. The legal description for the property is Lot 13, Block 4 Enger's First Addition to the City of Minot.

B. Proposed Project

The subject property address is 1019 43rd St. SE.

C. Recommendation Detail

It is recommended that City Council approve Zoning Map Amendment, and Future Land Use Map Amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A.

IV. IMPACT

A. Aspirations

Safe and Welcoming - This rezone will allow the placement of a mobile home on a residential property.

B. Service/Delivery Impact:

This public hearing is a symptom of a larger problem with our manufactured home communities. Having a path for those trying to leave the established manufactured home communities for their own lots will only continue. Caring for this demographic will continue to be a challenge.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.



Planning Commission Staff Report

Application Date: 09/09/2024

Date of Staff Report: 10/14/2024

Date of Planning Commission Meeting: 11/06/2024

Staff Contact: Doug Diedrichsen, Principal Planner

Staff Recommendation: Approval

Case Number: 2024-09-02

Project Name: Engers First Addition - Zone Change, Future Land Use Map Amendment

Current Legal Description: Block 4, Lot 13 Engers First Addition to the City of Minot, North Dakota

Proposed Legal Description: No Change

Present Address: See Project Description

Owners: Donald & Marcia Jessen

Representative: Ole Bergstad

Entitlements Requested: See Project Description

Present Zone(s): "R4" Planned Residential District

Present Use(s): Vacant residential lot

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

Present Future Land Use Map Designation: Suburban Residential

Proposed Zone(s): "MH" Manufactured Home District

Proposed Use(s): Place a Manufactured home on a vacant residential lot in a residential neighborhood

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

Proposed Future Land Use Map Designation: Manufactured Home Community

PROJECT DESCRIPTION:

Public hearing request by Ole Bergstad, representing Donald & Marcia Jessen, owner for a request of a zoning map amendment and future land use map amendment on a property zoned "R4" Planned Residence District with the requested rezoning to "MH" Manufactured Home District and the requested change on the future land use map from Suburban Residential to Manufactured Home Community. The legal description for the property is Lot 13, Block 4 Enger's First Addition to the City of Minot.

The subject property address is 1019 43rd St. SE.

An aerial, including the notification boundary, is provided in **Exhibit 1**.

BACKGROUND INFORMATION:

On August 29th the Planning Division received an email from the Inspections Division that a complaint had been received about a mobile home being placed on a vacant residential lot with “R4” Planned Residential District zoning. Mobile homes are not an entitlement granted in this “R4” district. Planning and inspections staff visited the site and found a contractor placing a mobile home on the property without a building permit (required for piers) or a moving permit to transport the structure. The home was also being placed where required setbacks were not met. A stop work order (see exhibit 4) was placed on the site and the contractor was told not to continue with work and to inform the owner of the mobile home to reach out to planning and inspections staff.

The applicant then appeared before City Council at an open forum. City Council instructed staff to work with the applicant to try and find any solutions that might be available. Staff informed the applicant that the only path was to request a future land use map amendment to accommodate the zoning map amendment request. The requested zone changes allow for the intended development by right, however it is not supported by the Future land use map and the 2040 Comprehensive Plan, thus a future land use map amendment must be considered as part of the rezoning request. The requested zoning change to “MH” would allow for the development intent of property by right (placement of a manufacture home).

The zoning and future land use map of the subject property provided in **Exhibit 2**.

Site photos are provided in **Exhibit 3**.

STAFF ANALYSIS:

Amendment to the Comprehensive Plan of the City of Minot Analysis:

Chapter 10. Implementation of the 2040 Comprehensive Plan of the City of Minot (LDO) provides the following guidance for making amendments to the Comprehensive Plan: The Plan can be amended if new development opportunities arise that were not foreseen in the Plan or if there is a significant shift in public sentiment. If, for example, a property needs to be rezoned but the rezoning is inconsistent with the future land use map, the City can revise the Plan following a review process involving staff review, Planning Commission review, and a final decision made by the City Council. If conditions in the City change significantly or major revisions are needed, the Plan should be updated in its entirety. Staff may wish to perform a “soft update” in 5-10 years to ensure the Plan remains on track. This could assess progress toward implementation and allow for minor revisions to the Future Land Use Map, if needed, but would not involve the same level of undertaking as a full-scale update.

Staff provides the following guidance:

Staff finds that the requested changes are pertaining to “new development opportunities that were not foreseen” in the plan and the evolving development potential in the neighborhood. New development opportunities that are focused on a wide range of residential uses and housing types have been and continue to be the primary land use development opportunities in this neighborhood.

Zoning Map Amendment Analysis:

Section 9.1-7 of the Minot Land Development Code provides the procedures for amending the official zoning map of the City of Minot. Section 9.2 provides the noticing requirements for public hearings held by the Planning Commission. Section 9.1-7 D. recognizes that the future land use map may need to be amended to support any rezoning request. The applicant has submitted the necessary application documents required per Section 9.1-7 C. and noticing has been conducted as required per Section 9.2.

The subject property maintains the future land use designation of Suburban Residential on the 2040 Future Land Use Map (2040 FLU Map).

Lot 13 of Engers First Addition would become a Manufactured Home property. This lot is directly east of a property with a Future Land Use map classification of Manufactured Home Community and “R1” Single Family Residential District. The property is bordered on the north, east and south by lots with a Suburban Residential designation on the 2040 FLU Map and “R1” Single Family Residential District. Several properties in this immediate neighborhood have legal non-conforming developments on properties zoned “R1” (condos, apartments and manufactured homes).

Section 9.1-7 E. 2. requires the Planning Commission to provide findings of fact to ensure the criteria included in Section 9.1-7 H. has been satisfied in order to support any recommendation regarding any proposed changes to the zoning map. Staff provides the following guidance:

Section 9.1-7 H. is satisfied as it relates to whether or not the proposed zoning map amendment is justified due to a change in conditions, error in the zoning map, or in order to fulfill the future land use map of the Comprehensive Plan. The request reflects the changing conditions of the neighborhood as it has been continuously evolving in uses and housing types over time.

The City and other agencies will be able to provide necessary public services and facilities to serve the proposed development. All expansions of service would be completed at the expense of the developer. Section 9.1-7 H. 2 is satisfied.

Staff finds Section 9.1-7 H. 3 requiring that the proposed zoning map amendment will not substantially diminish the condition or value of property in the vicinity not applicable.

Section 9.1-7. H. 4. requires the zoning change to be consistent with the purpose of the Land Development Ordinance of the City of Minot, the Comprehensive Plan, and other adopted plans and policies of the City. The proposed development must comply with all development standards within the Land Development Ordinance of the City of Minot and the zoning map amendment will align with the proposed future land use designations of Manufactured Home Community within the 2040 Comprehensive Plan. The proposed development will be required to meet all of the design standards outlined in Section 2.12-6. K. Conformance with R1 Standards, as applied to a “MH” Manufactured Home District property being developed as a single-family lot and requiring conformance with “R1” District requirements. Therefore, Section 9.1-7. 4. is satisfied.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and no comments were received.

FINDINGS OF FACT:

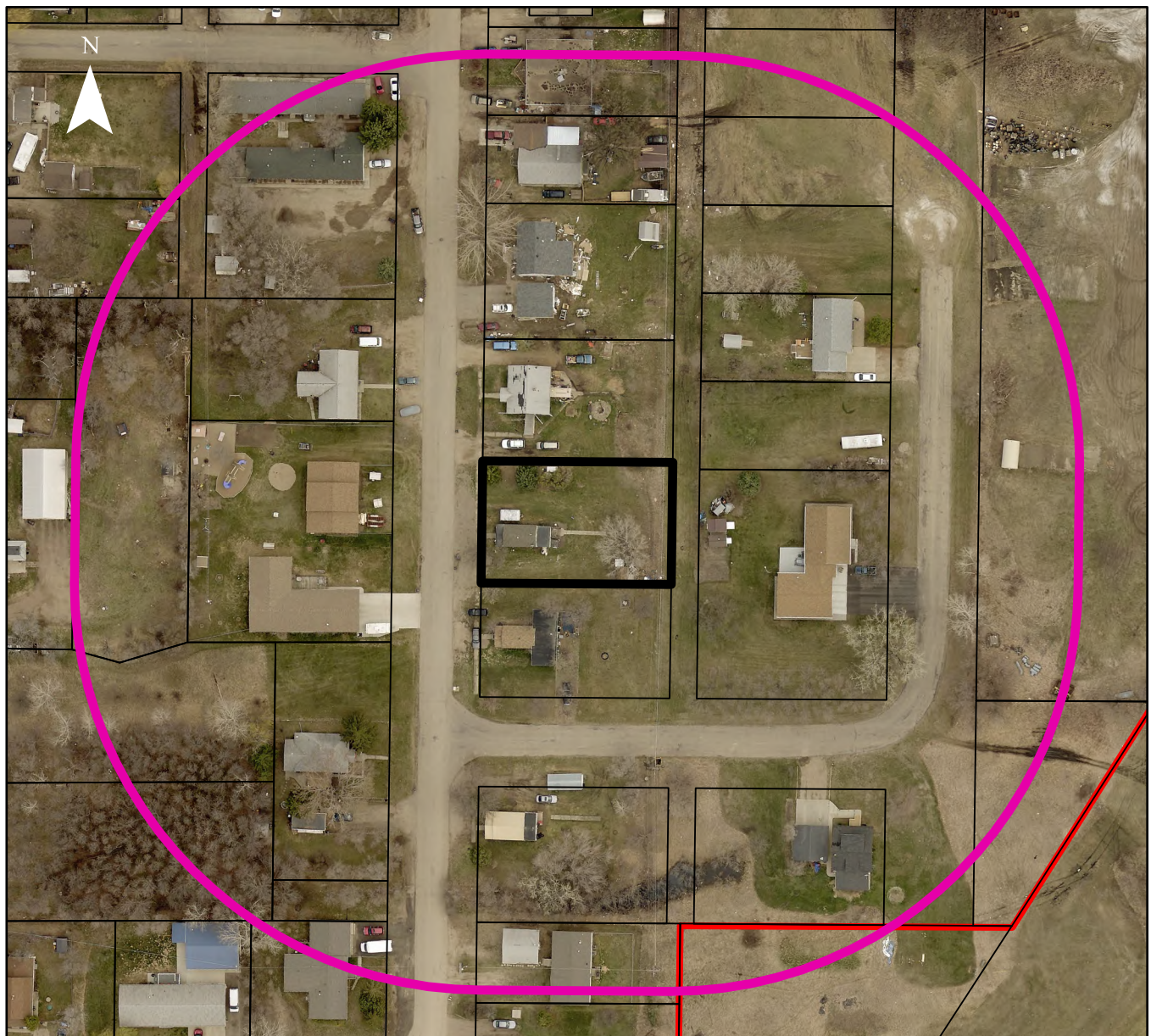
The Minot Planning Commission should accept the following findings of facts:

- 1) The applicants have submitted a complete application.
- 2) The present zoning is “R4” Planned Residential District and the 2040 Comprehensive Plan Future Land Use Map designates this area as Suburban Residential.
- 3) The proposed zoning amendment satisfies the evaluative criteria of Section 9.1-7. H. 1. thru 4. of the Land Development Ordinance as explained in the Staff’s Analysis section of the written report.
- 4) The proposed Future Land Use Map amendment satisfies the requirements for amendment as outlined in the 2024 Comprehensive Plan as explained in the Staff’s Analysis section of the written report.
- 5) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether the zoning amendment, and Future Land Use Map amendment be approved, with or without conditions, 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.

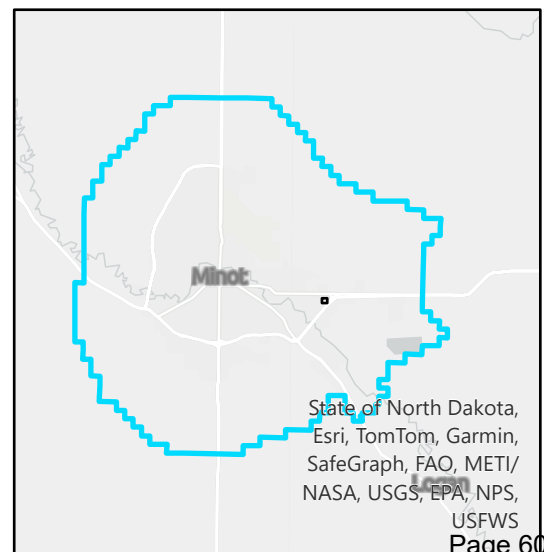
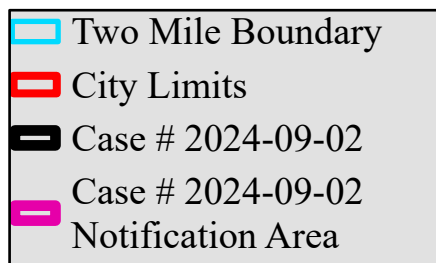
RECOMMENDATION:

Staff recommends the Planning Commission adopt staff's findings of fact and recommend approval to City Council for:

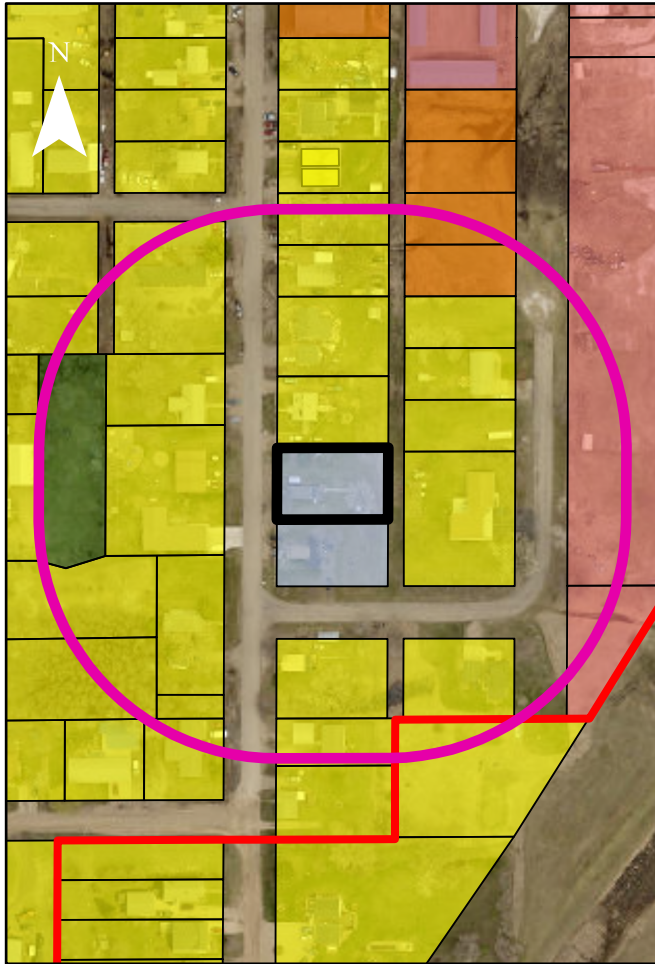
- 1) Staff recommends the Planning Commission adopt staff's findings of fact and recommend approval a Future Land Use map amendment from Suburban Residential Designation to Manufactured Home Community Designation.
- 2) Staff recommends the Planning Commission adopt staff's findings of fact and recommend approval to City Council for a zoning map amendment from "R4" Planned Residential District to "MH" Manufactured Home District with no conditions.



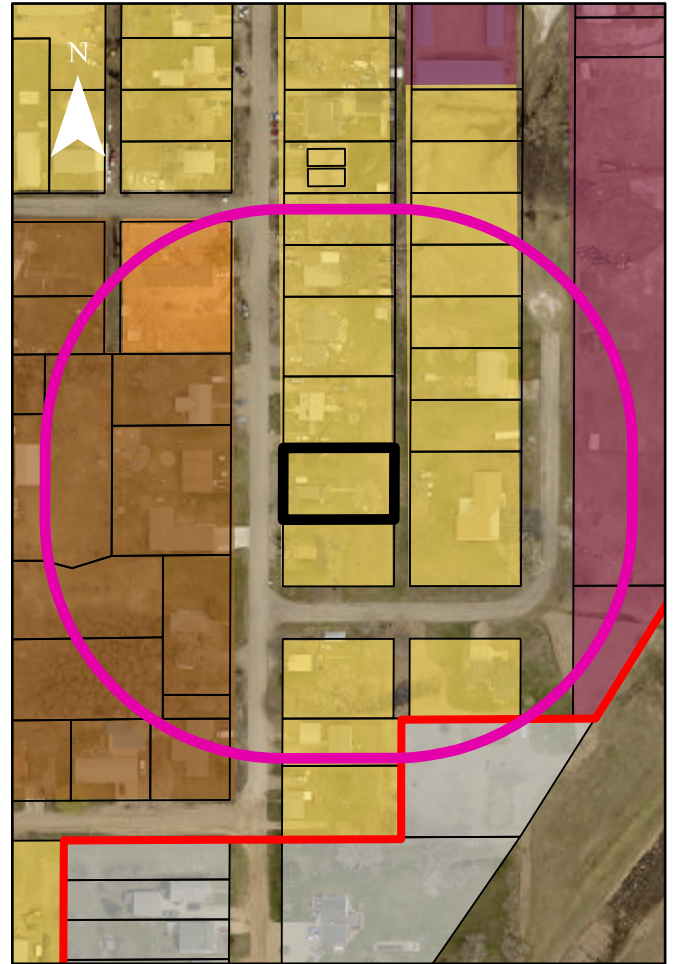
0 80 160 320 Feet



ZONING



FUTURE LAND USE



0 115 230 460 Feet

Zoning

	C2
	MH
	R1
	R3
	R4

Both Maps

	Case # 2024-09-02
	Case # 2024-09-02 Notification Area

Land Use Type

	Suburban Residential
	General Commercial
	Urban Residential
	Manufactured Home Community
	Light Industrial

Exhibit 3 – Site Photos



Facing North



Facing East



Facing East 2



Facing West



Facing Southwest



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 18, 2024

**SUBJECT: PUBLIC HEARING CASE #2024-09-03. PRELIMINARY PLAT CARVER
ADDITION**

I. RECOMMENDED ACTION

It is recommended City Council approve the Preliminary Plat in alignment with the recommendation of the Planning Commission 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

Public hearing request by Brad Vrem, representing Jeanne & Thomas Carver, owner for a request of a preliminary plat on a property zoned "AG" Agricultural District. The legal description for the property is the NW1/4SE1/4, Section 36, Township 156 North, Range 83 West, Ward County, North Dakota. The subject property is currently unplatted land and the applicant seeks to subdivide it into two lots.

B. Proposed Project

The subject property address is 5005 10th St. NE.

C. Recommendation Detail

It is recommended City Council approve the Preliminary Plat in alignment with the recommendation of the Planning Commission as provided in Attachment A.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing - This plat will lead to the creation of a new residence.

B. Service/Delivery Impact:

The successful development of this area will bring in additional residences to the 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.

Carver Addition TO THE CITY OF MINOT, NORTH DAKOTA

NW $\frac{1}{4}$ SE $\frac{1}{4}$
SECTION 36, TOWNSHIP 156 N, RANGE 83 W,
of the 5th Principal Meridian, Ward County, North Dakota
TO THE CITY OF MINOT

DESCRIPTION:

Know all men by these presents that Thomas & Jeanne G. Carver, being Owners and Proprietors, of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 36, Township 156 N, Range 83 W, of the 5th Principal Meridian, to the City of Minot, North Dakota, being more particularly described as follows:

Beginning at the Northwest Corner of the Southeast Quarter of, Section 36, Township 156 N, Range 83 W of the 5th Principal Meridian, Ward County, North Dakota; Thence S 89°22'42" E, on the North Line of the Northwest Quarter of the Southeast Quarter, of said Section 36, a distance of 1286.94 FT; Thence S 0°37'05" W, on the West Line of the Public Right of Way, Document Number 2798547, a distance of 1321.29 FT to the a Point on the South Line of the Northwest Quarter of the Southeast Quarter, of said Section 36; Thence N 89°20'10" W, on the South Line of the Northwest Quarter of the Southeast Quarter, of said Section 36, a distance of 1285.26 FT to the Southwest Corner of the Northwest Quarter of the Southeast Quarter, of said Section 36; Thence N 0°32'42" E, on the West Line of the Northwest Quarter of the Southeast Quarter, of said Section 36, a distance of 1320.35 FT to the Point of Beginning.

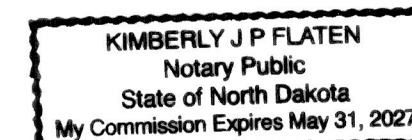
Said described tract, of land contains 39.00 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Carver Addition, to the City of Minot, North Dakota, and hereby Grant to the owners of Lot 1 of Carver Addition the easement as hereon shown for their private use, in witness whereof, the owners hereunto affixed their signatures.

Thomas Carver
Thomas Carver

Jeanne G. Carver
Jeanne G. Carver

On this 21st Day of September, 2024, before me, a Notary Public in and for said State, Appeared Thomas Carver and Jeanne G. Carver, 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

SURVEYOR'S CERTIFICATE

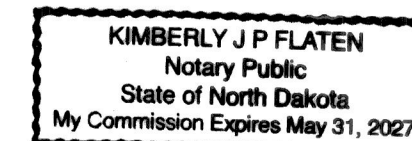
I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge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

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

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 18th Day of September, 2024, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

My commission expires

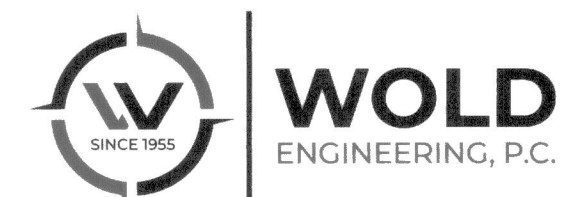


Kimberly J P Flaten
Notary Public, State of North Dakota

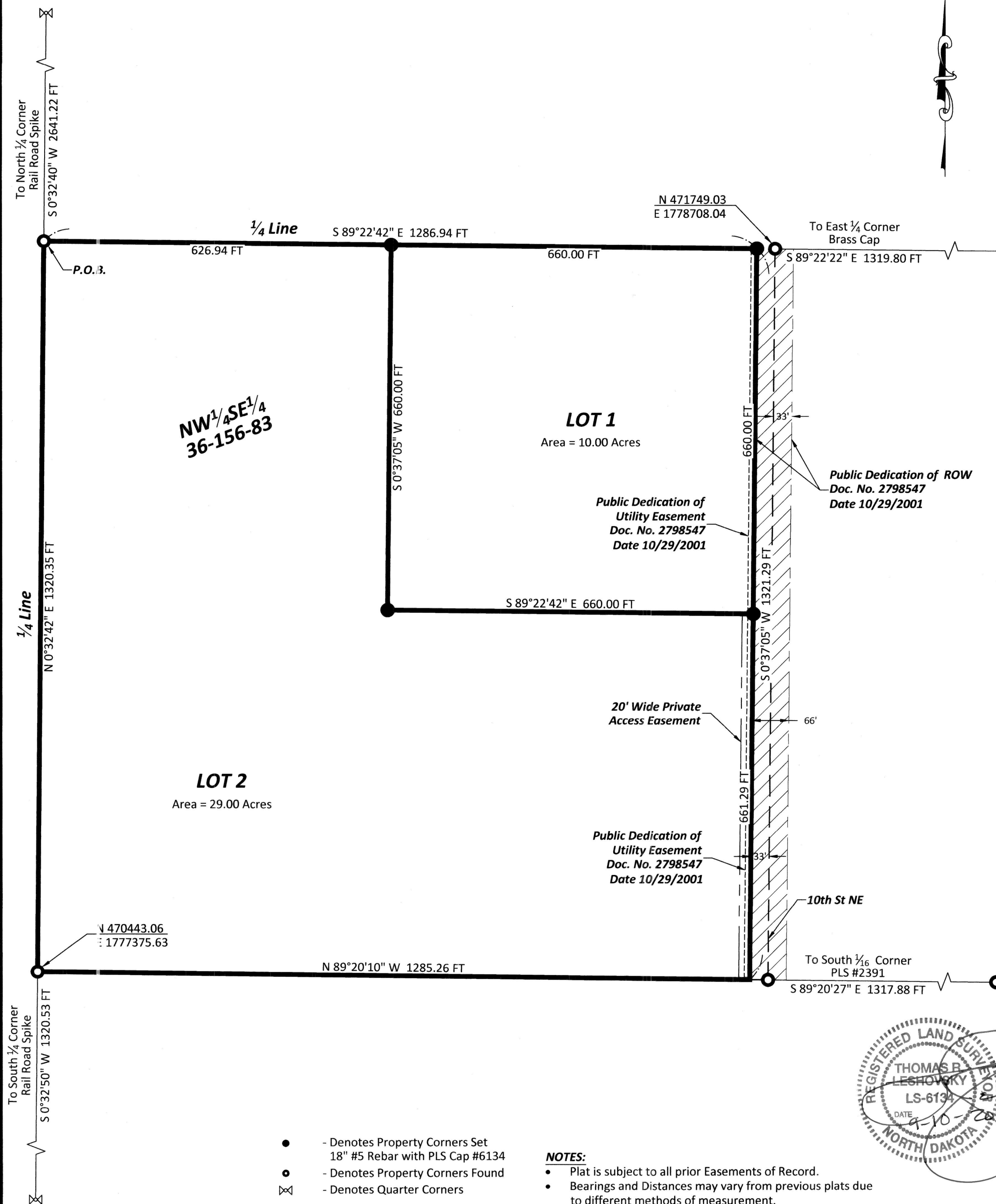
APPROVAL

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

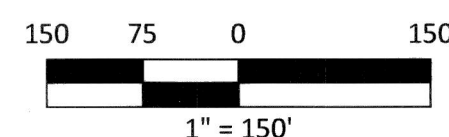
Approved: _____, 2024
Minot City Engineer



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

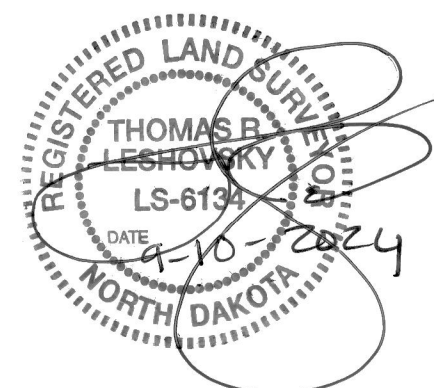


- - Denotes Property Corners Set 18" #5 Rebar with PLS Cap #6134
- - Denotes Property Corners Found
- - Denotes Quarter Corners



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 20' Private Access Easement is on the East most side of Lot 2
- State Plane Coordinates shown are North Dakota (North Zone) NAD83 US. 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 18, 2024

**SUBJECT: PUBLIC HEARING CASE #2024-09-05. ZONING MAP AMENDMENT,
PRELIMINARY PLAT, ANNEXATION GERLE FIRST ADDITION**

I. RECOMMENDED ACTION

It is recommended City Council approve the Zoning Map Amendment, Preliminary Plat, and Annexation in alignment with the recommendations of the Planning Commission as shown 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

A request of a zoning map amendment, preliminary plat and annexation on a property zoned "AG" Agricultural District with the requested rezoning to "M1" Light Industrial District. The legal description for the property is the NW1/4SE1/4 Less Highway Right-of-Way, Section 22, Township 155 North, Range 82 West, Ward County, North Dakota

B. Proposed Project

The subject property address is 6405 HWY 2 E.

C. Recommendation Detail

It is recommended City Council approve the Zoning Map Amendment, Preliminary Plat, and Annexation in alignment with the recommendations of the Planning Commission as shown in attachment A.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing - This project will lead to the expansion of an existing business.

B. Service/Delivery Impact:

The successful development of this area will enable a local business to expand its operations, enabling it to have room for future growth.

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.



Planning Commission Staff Report

Application Date: 09/25/2024 Date of Staff Report: 10/15/2024 Planning Commission Meeting: 11/06/2024		Staff Contact: Doug Diedrichsen, Principal Planner Staff Recommendation: Approval	
Case Number: 2024-02-03 Project Name: Gerle First Addition – Prelim Plat, Annex, Zone Change Current Legal Description: See Project Description Proposed Legal Description: Lots 1 & 2 of Gerle First Addition to the City of Minot Present Address: 6405 HWY 2 E.		Representative: Rusten Roteliuk, Houston Engineering Owner: Sharon Gerle Entitlements Requested: Preliminary Plat approval, Zoning Map Amendment from “Ag” Agricultural District to “M1” Light Industrial District on Lot 2 and Annexation of Lot 2	
Present Zone(s): “Ag” Agricultural District Present Use(s): Agricultural Land Uses Allowed in Present Zone(s): See Chapter 2.2 for allowed and conditionally permitted uses within each district. Present Future Land Use Map Designation: Light Industrial		Proposed Zone(s): “M1” Light Industrial District Proposed Use(s): No Change on Lot 1, Industrial construction yard on Lot 2 Uses Allowed in Proposed Zone(s): See Chapter 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 Rusten Roteliuk of Houston Engineering, representing Sharon Gerle, owner for a request of a zoning map amendment, preliminary plat and annexation on a property zoned “AG” Agricultural District with the requested rezoning to “M1” Light Industrial District. The legal description for the property is the NW1/4SE1/4 Less Highway Right-of-Way, Section 22, Township 155 North, Range 82 West, Ward County, North Dakota

The subject property address is 6405 HWY 2 E.

An aerial map of the subject property may be found in **Exhibit 1**

BACKGROUND INFORMATION:

The property owner seeks subdivide, annex Lot 2 and rezone Lot 2 from “AG” Agricultural (AG) to “M1” Light Industrial District (M1). The subject property was designated light industrial in the 2040 Comprehensive Plan amendment approved October 21st, 2024. Annexation will address its position adjacent to city limits and will be evaluated by City Council along with the recommendation from Planning Commission on the preliminary plat and zoning map amendment request.

The applicant’s additional submittals related to the application for an preliminary plat, annexation and zoning map amendment may be found in **Exhibit 2**.

The zoning and future land use map are provided in **Exhibit 3**.

Site photos are provided in **Exhibit 4**.

STAFF ANALYSIS:

Annexation:

The City of Minot follows North Dakota Century Code (NDCC) Chapter 40-51.2 procedures involving annexation requests. NDCC 40-51.2-03 provides for owners of property to request annexation and City Council may approve such requests by ordinance. Staff is supportive of the annexation request.

Subdivision Design Standards:

Section 10.2-7 C. of the Land Development Ordinance of the City of Minot (LDO) covers the process of application and submittal for a major subdivision preliminary plat. The applicant has submitted the necessary application documents required per Section 10.2-7 C. 2. and noticing has been conducted as required per 9.2-1 (B) and (C).

Section 10.2-7. D. requires that staff’s report consider the nature of the proposed development as prescribed within Section 10.2-5 relating to whether or not it meets the technical requirements of Article 10, and if not, whether any such requirements should be waived. To that end, staff provides the following guidance based on the various requirements of Chapter 10.3 – Design Standards:

Section 10.3-1, requiring the proposed subdivision to be designed in accordance with the standards of Chapter 10.3, the Land Development Ordinance as a whole, and a list of various other plans and codes, is satisfied.

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout, which proposes two lots, each with adequate terrain and access to be suitable for development. Staff finds Section 10.3-2 is satisfied.

Section 10.3-3. requires that a subdivision name not already be utilized elsewhere and spelled correctly. The name Gerle First Addition has not yet been taken and is spelled correctly. Section 10.3-3. is satisfied.

Section 10.3-4. A-F. relating to Street Names and Numbering is not applicable, as there are no additional streets proposed via this subdivision.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as those properties to be zoned meet the minimum lots size of ten (10) acres in the "AG" Agricultural District.

Section 10.3-12 relating to block design is not applicable.

The requirements of Section 10.3-13. A. relating to the dedication of right-of-way, easements, and street widths is satisfied with dedication of ten foot (10') utilities easements along street frontages as denoted on the preliminary plat. The existing utilities easement (Doc. No. 692673) is also denoted on the preliminary plat.

Sections 10.3-14 relates to sidewalks, which are exempted within the "AG" Agricultural District and "M1" Light Industrial subdivision unless required by the City Engineering or their designee. Sidewalks are not being required and therefore Section 10.3-14 is satisfied.

Section 10.3-15 related to public utilities is satisfied. Any expansion or connection to public utilities would be at the expense of the developer. Connection fees would apply at the rate set for this district, to be collected at the time of building permit application.

Section 10.3-21 related to financial security for necessary infrastructure improvements is not applicable.

Section 10.3-22 is satisfied, as the applicant is required to follow all City permitting processes for construction.

Zoning Map Amendment Analysis:

Section 9.1-7 of the Minot Land Development Code provides the procedures for amending the official zoning map of the City of Minot. Section 9.2 provides the noticing requirements for public hearings held by the Planning Commission. Section 9.1-7 D. recognizes that the future land use map may need to be amended to support any rezoning request. The applicant has submitted the necessary application documents required per Section 9.1-7 C. and noticing has been conducted as required per Section 9.2.

The subject property future land use designation is Light Industrial, which aligns with the proposed zone change to “M1” Light Industrial District. Staff finds no future land use map amendment is necessary.

Section 9.1-7 E. 2. requires the Planning Commission to provide findings of fact to ensure the criteria included in Section 9.1-7 H. has been satisfied in order to support any recommendation regarding any proposed changes to the zoning map or Future Land Use Map. Staff provides the following guidance:

Section 9.1-7 H. relates to whether or not the proposed zoning map amendment is justified due to a change in conditions, error in the zoning map, or by in order to fulfill the future land use map of the Comprehensive Plan. The request stems from an effort to fulfill the future land use map, as the “M1” Light Industrial District is a complimentary zone to the Light Industrial designation on the FLU map. Section 9.1-7 H. 1 is satisfied.

The City and other agencies will be able to provide necessary public services and facilities to serve the proposed development. Section 9.1-7 H. 2 is satisfied.

Section 9.1-7 H. 3 requires that the proposed zoning map amendment will not substantially diminish the condition or value of property in the vicinity. Staff finds no evidence that the zoning map amendment to “M1” Light Industrial District will diminish the condition or value of property within the vicinity. The adjacent properties have primary been developed with industrial or high intensity commercial uses. Section 9.1-7. H. 3. is satisfied.

Section 9.1-7. H. 4. requires the zoning change to be consistent with the purpose of the Land Development Ordinance of the City of Minot, the Comprehensive Plan, and other adopted plans and policies of the City. The proposed development must comply with all development standards within the Land Development Ordinance of the City of Minot and the zoning map amendment aligns with the future land use designation of Light Industrial in the City of Minot 2040 Comprehensive Plan. Therefore, Section 9.1-7. 4. is satisfied.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and the following comments were received.
 - a. City of Minot Engineering Department:
 - i. Site Plan and Storm Water Management Plan will be required for future development.
 - ii. Sewer connection fees are applicable for future development.
 - iii. Any proposed new access or change of use of access onto US Highway 2 East is at the discretion of the NDDOT.
 - iv. A traffic study may be required for future development.

FINDINGS OF FACT:

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

- 1) The applicants have submitted a complete application for annexation, preliminary plat and zoning map amendment.
- 2) The applicant's request is consistent with the bulk requirements of Chapter 2.4 – "AG" Agricultural District of the Land Development Ordinance of the City of Minot (LDO).
- 3) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.
- 4) The present zoning is "AG" Agricultural District.
- 5) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Light Industrial.
- 6) Section 9.1-7 H. 1. is satisfied, as the FLU map denotes this area as Light Industrial and the proposal is to zone the property as "M1" Light Industrial in alignment with the FLU map designation.
- 7) Section 9.1-7 H. 2 is satisfied, as the City and other public agencies will be able to provide services to support the request.
- 8) Section 9.1-7 H. 3 is satisfied, as there exists no evidence that the proposed development will substantially diminish the condition or value of property in the vicinity.
- 9) 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.
- 10) 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.

RECOMMENDATION:

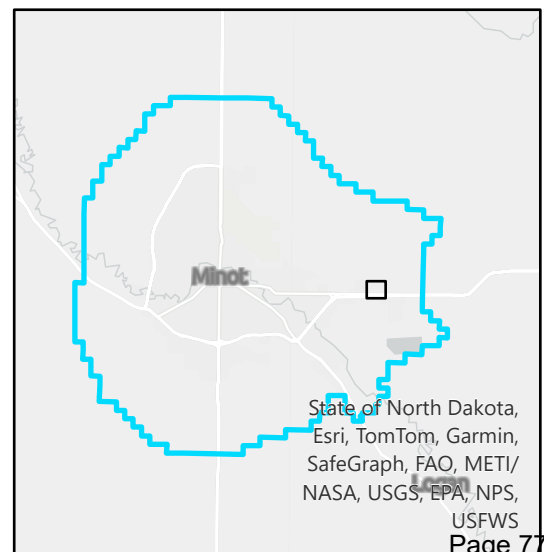
Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval to City Council for a zoning map amendment from "C2" General Commercial District to "M1" Light Industrial District and Planning Commission recommend approval of the preliminary plat with the following conditions.

- 1) Site Plan and Storm Water Management Plan will be required for future development.
- 2) Sewer connection fees are applicable for future development.
- 3) Any proposed new access or change of use of access onto US Highway 2 East is at the discretion of the NDDOT.
- 4) A traffic study may be required for future development.



0 287.5 575 1,150 Feet

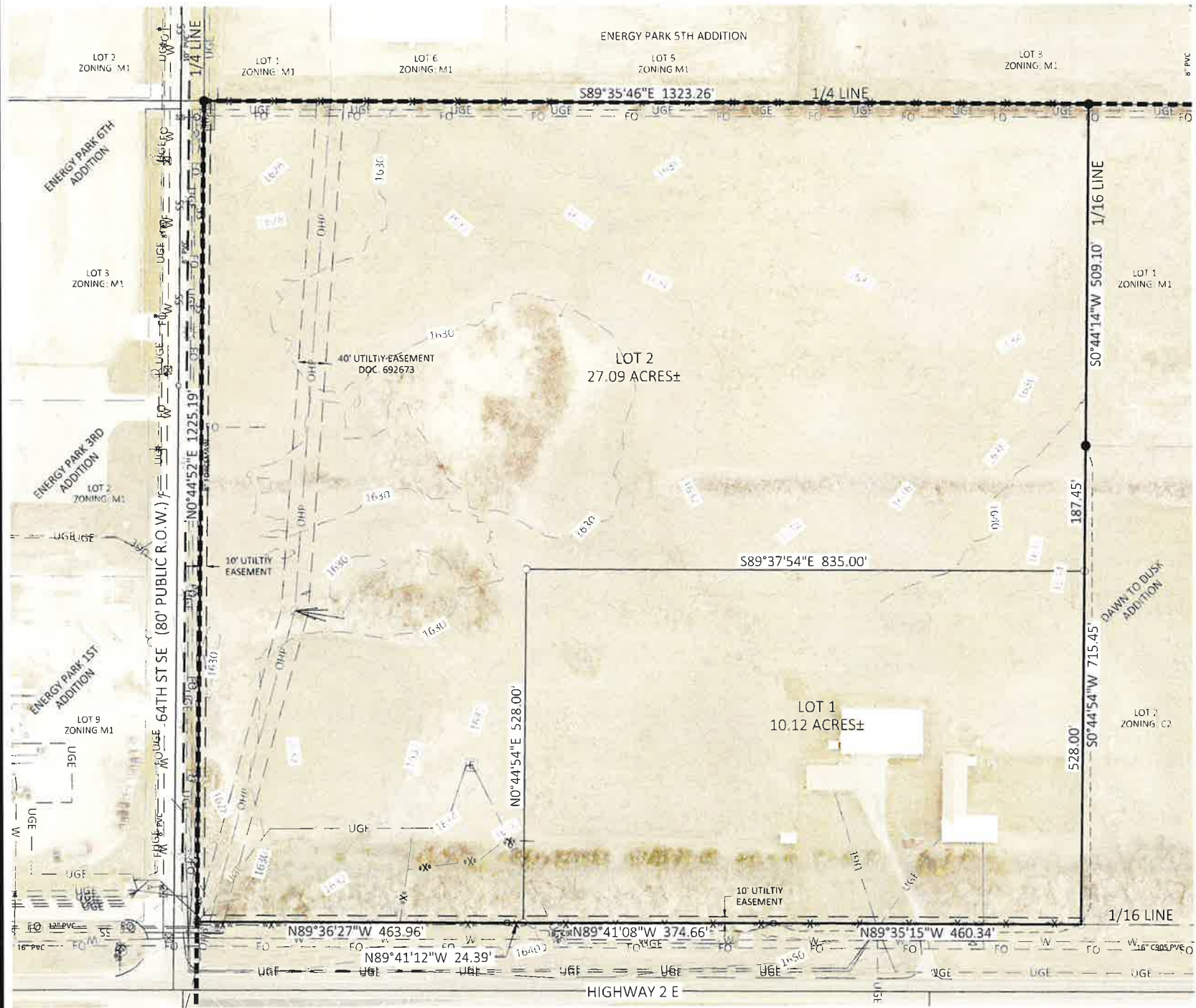
-  Two Mile Boundary
-  City Limits
-  Case # 2024-09-05
-  Case # 2024-09-05 Notification Area



GERLE FIRST ADDITION

BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 155 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA

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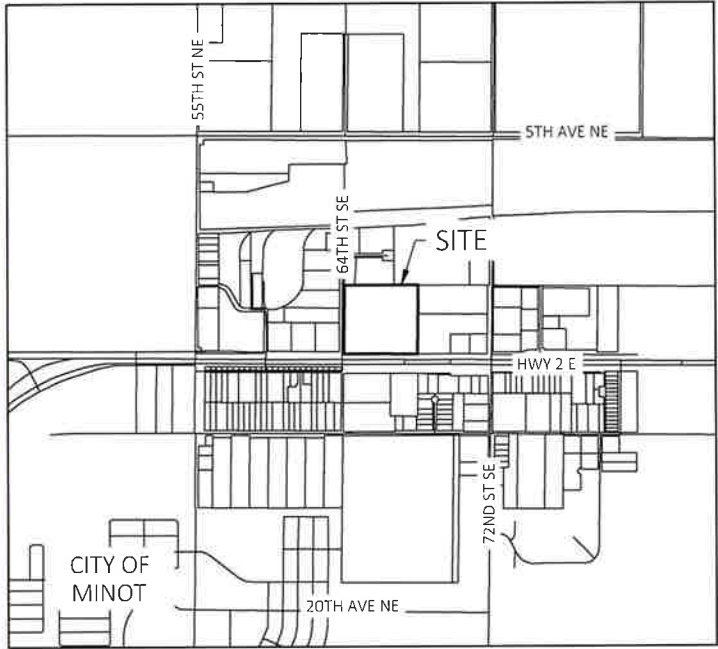
PLAT INFORMATION

EXISTING ZONING: AG
PROPOSED ZONING: LOT 1: AG
LOT 2: M1
TOTAL ACREAGE: 37.21± ACRES

COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE) COORDINATES IN TERMS OF U.S. FEET.
BEARINGS SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE) BEARINGS.

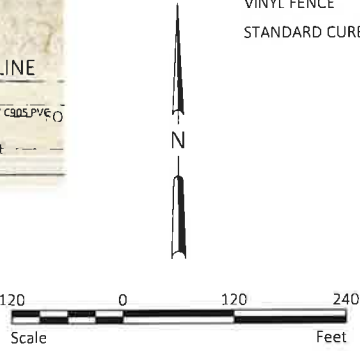
DISTANCES SHOWN ARE GRID DISTANCES IN TERMS OF U.S. SURVEY FEET. USE COMBINATION FACTOR OF 1.0001470216 TO CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.
CONTOURS VERTICAL DATUM: NAVD 88
TOPOGRAPHIC CONTOURS ARE DERIVED FROM SURVEY

LOCATION MAP



LEGEND

IRON MONUMENT FOUND	●
IRON MONUMENT SET	○
PLAT BOUNDARY	—
LOT LINE	---
UTILITY EASEMENT	- - - -
EXISTING LOT LINE	- - - -
EXISTING UTILITY EASEMENT	- - - -
CITY LIMITS	- - - -
WATER MAIN	— W —
SANITARY SEWER MAIN	— SS —
SANITARY SEWER FORCE	— SSF —
SANITARY MANHOLE	⊗
FIRE HYDRANT	⊙
GATE VALVE	⊗
UTILITY POLE	⊗
W / GUY WIRE	⊗ →
LIGHT POLE	⊗
TELEPHONE RISER	△
ELECTRICAL BOX	□
OVERHEAD POWER	— OHP —
UNDERGROUND ELECTRIC	— UGE —
UNDERGROUND FIBER OPTIC	— FO —
SIGN	⊗
VINYL FENCE	— x x —
STANDARD CURB & GUTTER	— — — —



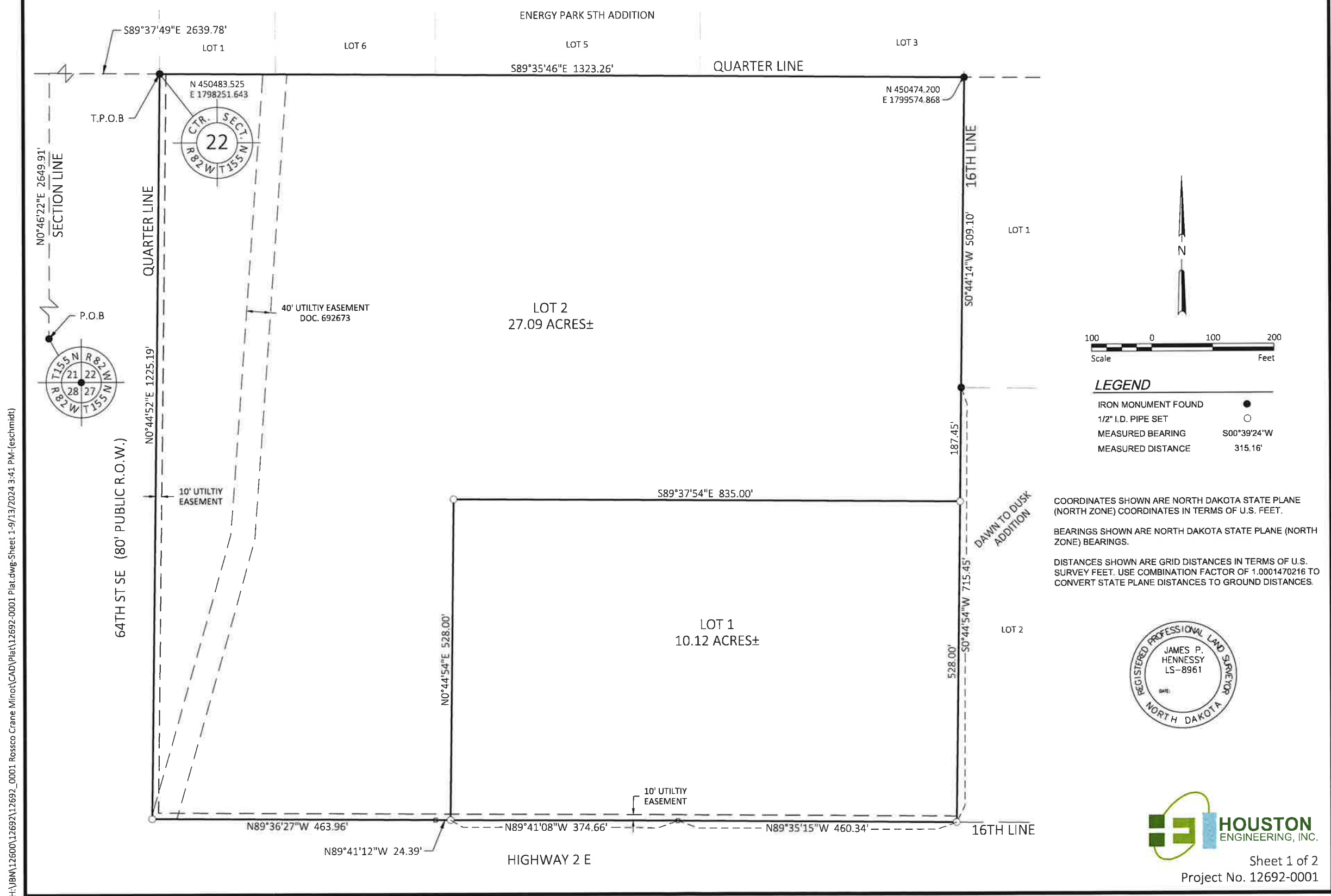


HOUSTON
ENGINEERING, INC.

Sheet 1 of 1
Project No. 12692-0001

GERLE FIRST ADDITION

BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 22, TOWNSHIP 155 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN
TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA



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GERLE FIRST ADDITION

BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 155 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA

Owner's Certificate:

Know All Persons By These Presents: That Sharon M. Gerle is the owner and proprietor of the Northwest quarter of the Southeast quarter of Section 22, Township 155 North Range 82 West of the 5th Principal Meridian, Ward County, North Dakota, more particularly described as follows:

Beginning (P.O.B) at the Southwest corner of Section 22, Township 155 North, Range 82 West of the Fifth Principal Meridian, Ward County, North Dakota; Thence N00°46'22"E, along the West line of said Section 22, a distance of 2,649.91 feet to the West Quarter Corner of said Section 22; Thence S89°37'49"E, along the East-West Quarter line of said Section 22 a distance of 2,639.78 feet to the Northwest corner of the Southeast Quarter of said Section 22, said point also being the

True Point of Beginning (T.P.O.B): Thence S89°35'46"E, along the North line of the Southeast Quarter of said Section 22 a distance of 1,323.26 feet to the Northeast corner of the Northwest Quarter of said Southeast Quarter; Thence S00°44'14"W along the East line of said Northwest Quarter of the Southeast Quarter, a distance of 509.10 feet; Thence S00°44'54"W along the East line of said Northwest Quarter of the Southeast Quarter, a distance of 715.45 feet to the North Right-of-Way line of U.S. Highway No. 2; Thence N89°35'15"W along said North Right-of-Way line, a distance of 460.34; Thence N89°41'08"W along said North Right-of-Way line, a distance of 374.66 feet; Thence N89°41'12"W along said North Right-of-Way line, a distance of 24.39 feet; Thence N89°36'27"W along said North Right-of-Way line, a distance of 463.96 feet to a point on the West line of the Northwest Quarter of the Southeast Quarter of said Section 22; Thence N00°44'52"E along the West line of said Northwest Quarter of the Southeast Quarter, a distance of 1,225.19 feet to the **True Point of Beginning (T.P.O.B)**.

All located in the Northwest Quarter of the Southeast Quarter of Section 22, Township 155 North Range 82 West of the Fifth Principal Meridian, City of Minot, County of Ward, State of North Dakota.

Bearings are based on the West Quarter line of the Southeast Quarter of Section 22 being N0°43'26"E between the Southwest corner of the Northwest Quarter of the Southeast Quarter and the Northwest corner of the Southeast Quarter Section 22.

Said tract of land contains 1,620,951.934 sqft. or 37.212 acres, more or less.

And that said party has caused the same to be surveyed and platted as Gerle First Addition to the City of Minot, Ward County, North Dakota.

In witness whereof I have set my hand and seal.

Owners:

Sharon M. Gerle
Deed Holder

State of _____)
) s.s.
County of _____)

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared Sharon Gerle, Deed Holder, known to me known to be the person(s) described herein and who executed the foregoing instrument and acknowledged to me that they executed same as their free act and deed.

Notary public: _____

Surveyor's Certificate:

I, James P. Hennessy, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this _____ day of _____, 20____ that the plat hereon is a true and correct representation of the survey thereof, that all distances are correctly shown on said plat in feet and decimals of a foot, and that the monuments for the guidance of future surveys have been placed in the ground as shown.

James P. Hennessy, Professional Land Surveyor
North Dakota PLS No. 8961

State of _____)
) s.s.
County of _____)

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared James P. Hennessy, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

Notary public: _____

City Engineer's Approval:

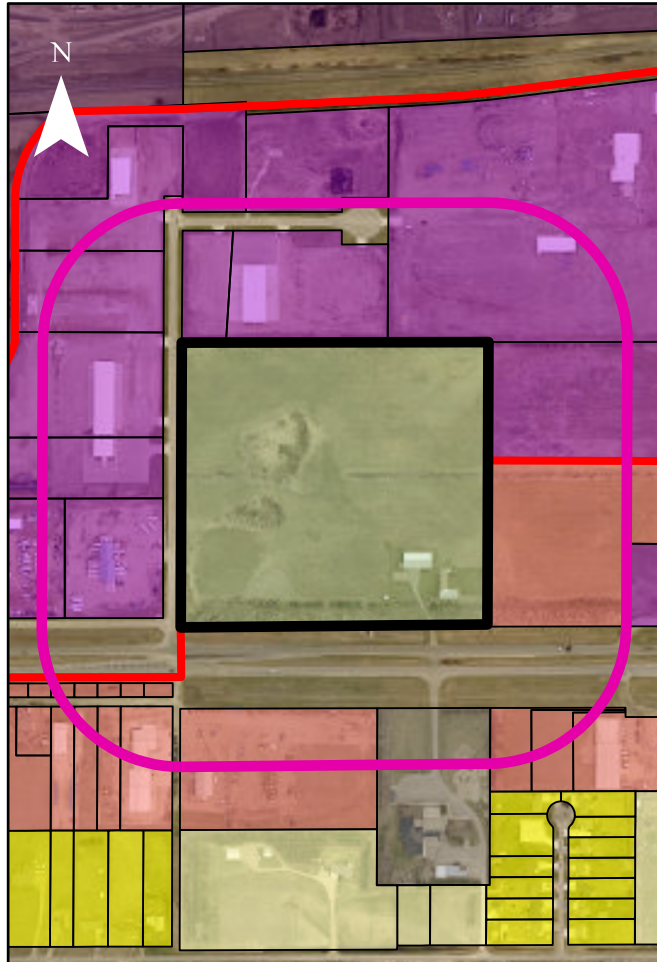
I hereby certify that the plat hereon depicted has been approved by the Minot Planning Commission and the Minot City Council.

Lance Meyer, City Engineer

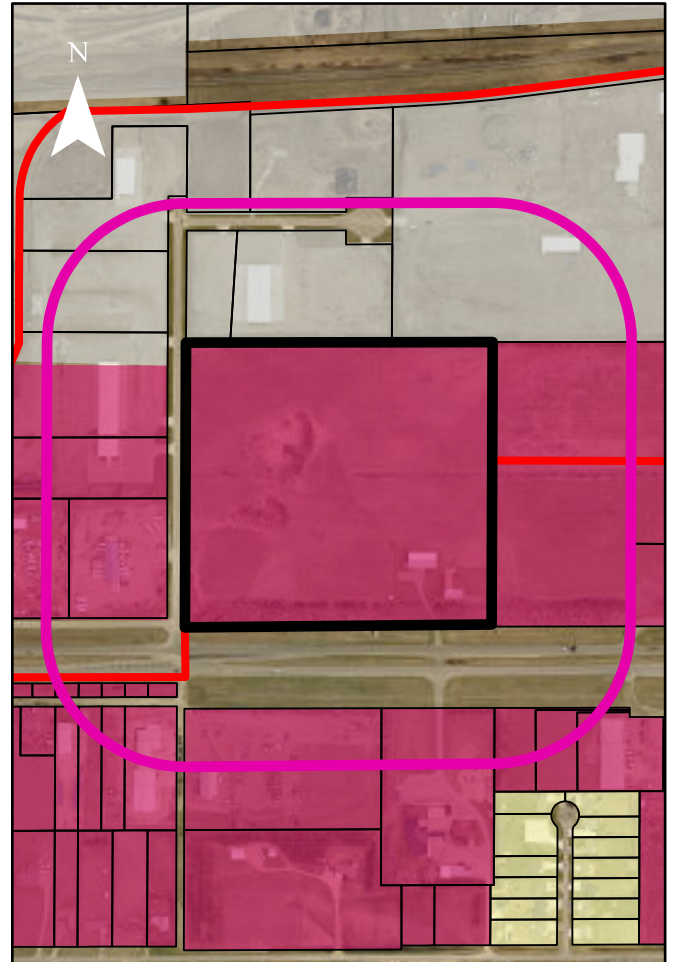
Date



ZONING



FUTURE LAND USE



0 387.5775 1,550 Feet

Zoning

	AG
	C2
	M1
	M2
	P
	R1
	RR

Both Maps

	Case # 2024-09-05
	Case # 2024-09-05 Notification Area

Land Use Type

	Light Industrial
	Rural Residential
	Suburban Residential
	Gateway Commercial
	Light Industrial

Exhibit 4 – Site Photos



Facing East



Facing Northwest



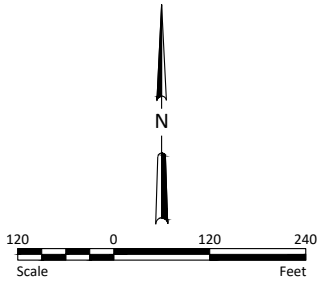
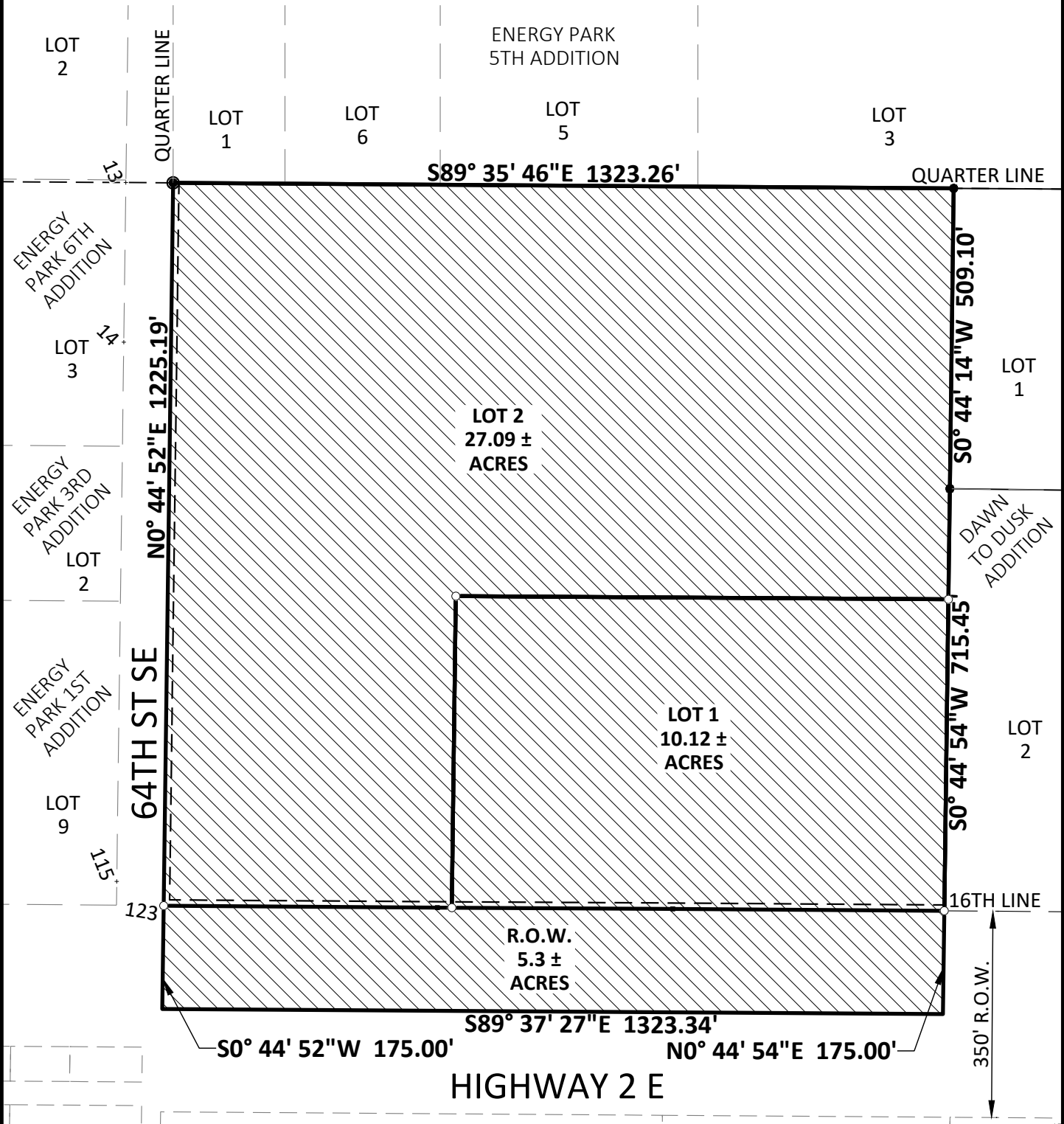
Facing South



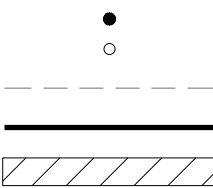
Facing West

ANNEXATION EXHIBIT

BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 155 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA



IRON MONUMENT FOUND
IRON MONUMENT SET
EX. PROPERTY LINE
PROPERTY BOUNDARY LINE
PROPOSED ANNEXATION



PAGE 1 OF 2
DRAWN BY: ES
CHECKED BY: JH
DATE 10/29/2024

ANNEXATION EXHIBIT

**BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 22, TOWNSHIP 155 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN
TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA**

DESCRIPTION

S89°35'46"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 A DISTANCE OF 1,323.26 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE S00°44'14"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 509.10 FEET; THENCE S00°44'54"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 715.45 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 2; THENCE S00°44'54"W, A DISTANCE OF 175.00 FEET TO THE CENTER OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 2; THENCE N89°37'27"W, A DISTANCE OF 1332.34 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE N0°44'52"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 175.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 2; THENCE N00°44'52"E CONTINUING ON AND ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1,225.19 FEET.

SAID TRACT OF LAND CONTAINS ± 42.51 ACRES MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

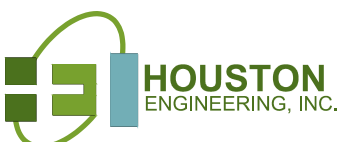
JAMES P. HENNESSEY
REGISTERED LAND SURVEYOR
ND LS-8961

DATE _____

STATE OF NORTH DAKOTA)
) SS
CITY OF MINOT)

ON THIS _____ DAY OF _____, 20____, JAMES P. HENNESSEY,
PERSONALLY APPEARED BEFORE ME, KNOWN TO ME TO BE THE PERSON
DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT
AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC, COUNTY: _____ STATE: _____



PAGE 2 OF 2
DRAWN BY: ES
CHECKED BY: RR
DATE 10/29/2024

On November 4, 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

In lieu of the Mayor's Report, there was a moment of silence to remember Officer Watne. The Mayor also mentioned City Hall will be drop site for Toys for Tots through December 21, 2024.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

PUBLIC HEARING

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

The motion to close the public hearing and approve the applicants request for an amendment to the CUP was initiated by City Council Member Blessum, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Lisa Olson, Scott Samuelson; nays: Mark Jantzer, Paul Pitner, Tom Ross.

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

The motion to close the public hearing and approve the request and authorize staff to submit the application to the State of North Dakota for Conditional Approval was initiated by City Council Member Pitner, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Scott Samuelson.

CONSENT ITEMS

The motion to approve the recommended actions for consent items 6.1-6.9 and 6.11-6.21 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 21, 2024 Regular City Council meeting.

ORDINANCES – 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

ADMINISTRATIVE APPROVALS – 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).

BILLS, TRANSFERS, & PAYROLL - 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.

ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$13,317.10	100006223	TRINITY MEDICAL GROUP	\$277.60	302650
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$218.00	100006224	TYLER TECHNOLOGIES, INC.	\$599.00	302651
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$188,311.88	100006226	ULINE	\$22,442.04	302652
BECHTOLD PAVING	\$18,984.50	302474	UNIFORM CENTER	\$283.00	302653
BECHTOLD PAVING	\$8,427.50	302475	UNITED MAILING SERVICE	\$5,339.57	302654
BECHTOLD PAVING	\$8,523.99	302476	UNUM LIFE INSURANCE	\$30,430.75	100006235
James Dockter	\$29.50	302477	USA BLUE BOOK	\$2,238.23	302655
FIRST DISTRICT HEALTH UNIT	\$26,500.00	302478	VAN WINKLE PAINTING	\$8,150.00	302656
John & Susan Dokken	\$107,613.10	302479	VERICOM, LLC	\$325.00	302657
Memorie Andrade	\$52.36	302480	VERIZON CONNECT NWF, INC.	\$1,331.00	302658
KELLER PAVING AND LANDSCAPING	\$2,312,289.74	302481	VESTIS GROUP, INC.	\$378.54	302659
KELLER PAVING AND LANDSCAPING	\$21,187.98	302482	VISIT MINOT	\$53,034.68	302660
KELLER PAVING AND LANDSCAPING	\$86,183.50	302483	WALLWORK TRUCK CENTER MINOT	\$1,329.20	302661
KUNDEL DIRECT INC	\$12,257.70	302484	WESTLIE TRUCK CENTER	\$4,866.51	302662
MINOT PARK DISTRICT	\$5,000.00	302485	WILO USA, LLC	\$5,736.00	302663
UNUM LIFE INSURANCE	\$4,735.41	100006228	ZACHARY JOHNSHOY	\$3,982.01	302497
UNUM LIFE INSURANCE	\$909.45	100006230	EIDE FORD LINCOLN	\$1,625.00	302664
WAGNER CONSTRUCTION	\$182,324.40	302486	EMPOWER TRUST COMPANY, LLC	\$31,071.66	100006237
BONNESS, KEVIN & ANGIE	\$100.00	302487	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$13,237.10	100006236
MINOT PARK DISTRICT	\$1,405.45	100006233	BANK OF NORTH DAKOTA	\$33,736.17	143
1 CALL SEPTIC SERVICES, INC	\$12,272.25	302488	ADP, INC	\$15,059.91	100006266
A-1 EVANS SEPTIC TANK SERVICE	\$220.00	302489	AAAE	\$275.00	302665
ABSOLUTE COMFORT, INC.	\$150.00	302490	ADP SCREENING & SELECTION SERVICES	\$308.00	302666
ACKERMAN ESTVOLD	\$89,801.59	302491	ALL SEASON ARENA	\$7,765.59	302667
ACUITYBRANDS	\$322.12	302492	AMERICAN WELDING & GAS, INC.	\$4,647.50	302668
ALL SEASON ARENA	\$48,340.47	302493	AQUA-PURE, INC.	\$27,440.16	302669
AMAZON	\$250.45	302494	BAKER & TAYLOR BOOKS	\$1,177.39	302670
AMERICAN TRUCK & TRAILER, LLC	\$2,546.64	302495	BALCO UNIFORM COMPANY, INC.	\$563.58	302671
AMERICAN WELDING & GAS, INC.	\$4,637.13	302496	BECHTOLD PAVING	\$15,152.00	302672
APEX ENGINEERING GROUP	\$14,563.00	302498	C & R RADIATOR	\$3,084.10	302673
APH/AUTO VALUE	\$263.99	302499	CAROLINA SOFTWARE	\$475.00	302674
AQUA-PURE, INC.	\$66,609.00	302500	Agnes Blue	\$1,554.50	302675
BAKER & TAYLOR BOOKS	\$3,971.53	302502	Amanda Somerville & Brenden McCloud	\$2,384.55	302676
BALCO UNIFORM COMPANY, INC.	\$4,521.22	302503	Amber Perry & Nicholas Flowers	\$294.00	302677
BARR ENGINEERING	\$471.50	302504	Brittini Madsen & Lucky Madsen Jr.	\$1,019.45	302678
BECHTOLD PAVING	\$1,725.00	302505	Creative Property Management	\$2,295.00	302679
BOLTON & MENK, INC	\$29,066.74	302506	Francine Ayon Arcadia	\$415.00	302680
BRADY MARTZ	\$3,825.00	302507	Heidi Squyres and Thomas Crawford	\$970.20	302681
BRAVERA BANK	\$1,186,138.41	302508	Jayde Haugrose	\$569.91	302682
BUTLER MACHINERY CO.	\$79.02	302509	John Cimino	\$147.00	302683
CAPITAL ONE	\$17.00	302510	John Grether & Dawn Grether	\$675.00	302684
Alexis Standish	\$7,000.00	302511	Kurt & Heather Wallowing-Bull	\$675.00	302685
Amber Pitts	\$1,350.00	302512	Meadowlark Homes	\$1,842.00	302686
Amber Pitts	\$210.00	302513	Meadowlark Homes	\$2,131.00	302687
Rae-Dean Wolfe & Breonna Wolfe	\$943.09	302514	Monte Butler	\$13,799.00	302688
Rae-Dean Wolfe & Breonna Wolfe	\$1,350.00	302515	Morgan Gerst & Shannon Meana	\$974.40	302689
Renae Alson & Victoria Hastings	\$1,150.00	302516	Rayne Marie Olson	\$784.50	302690
Ron Cal Homes	\$15,540.00	302517	Rayne Marie Olson	\$1,150.00	302691
Victoria Solis & Jennifer Dahlberg	\$120.00	302518	Robin & Peggie Peltier	\$1,150.00	302692
CDM SMITH	\$120,187.00	302519	Roger Ward Moving & Storage	\$66,408.23	302693
CITY OF MINOT	\$150.00	302605	Russell Cantrell	\$518.82	302694
COOKIES FOR YOU	\$900.00	302520	Tara Kenner	\$848.25	302695
CPS, LTD	\$11,483.75	302521	Tim & Gaylene Ryan	\$309.27	302696
CROSSCOUNTRY FREIGHT SOLUTIONS, INC.	\$141.48	302522	CITY OF MINOT	\$60.00	302766
DAKOTA FIRE EXTINGUISHER	\$357.80	302523	CLARK HILL PLC	\$1,170.00	302697
DAKOTA FLUID POWER, INC.	\$114.33	302524	CPS, LTD	\$22,848.68	302698
DECOMM VENTURES, LP	\$4,725.00	302525	CUMMINS POWER, LLC	\$840.00	302699
DOMESTIC VIOLENCE CRISIS CENTER	\$1,148.52	302526	CURT'S STARTER & ALT. SERVICE	\$1,323.87	302700
ECOLAB PEST ELIMINATION DIVISION	\$551.18	302527	D & J EQUIPMENT SALES & SERVICE,	\$356.76	302701
Allen Shefstad	\$88.40	302528	DAKOTA FENCE	\$3,743.38	302702
Austin Berntson	\$88.50	302529	DAKOTA FLUID POWER, INC.	\$44.80	302703
Brady Tougas	\$88.50	302530	DIG IT UP BACKHOE SERVICE	\$253,072.84	302704
Chad Sickles	\$942.30	302531	DORSEY & WHITNEY	\$14,500.00	302705
Christina Bullard-Wolf	\$296.00	302532	DR. ANTHONY TATMAN	\$25.00	302706
Damon Druse	\$59.00	302533	ECOLAB PEST ELIMINATION DIVISION	\$193.87	302707

Dan Lovelace	\$59.00	302534	ELECTRIC SERVICE	\$405.00	302708
Dana Summers	\$147.50	302535	EMERGENCY AUTOMOTIVE TECHNOLOGIES	\$350.02	302709
David Lakefield	\$347.10	302536	Aaron Peterson	\$54.40	302710
Dusty Schlecht	\$59.00	302537	Aaron Zabka	\$460.00	302711
Dwayne Akin	\$88.40	302538	Christina Bullard-Wolf	\$160.00	302712
Emily Huettl	\$70.80	302539	Delores Falkinburg	\$137.93	302713
John Van Dyke	\$221.00	302540	Jacob Lentz	\$54.40	302714
Josh Kraft	\$88.40	302541	Jameson Hayden	\$54.40	302715
Krystle Foster	\$47.91	302542	Jason Babinchak	\$54.40	302716
Melissa Anderson	\$40.54	302543	Jeremy Croxall	\$54.40	302717
Mike Murphy	\$372.88	302544	Jessica Long	\$207.00	302718
Myles Hanson	\$88.50	302545	Josh Kraft	\$160.00	302719
Nick Reynolds	\$296.00	302546	Justice Brown	\$460.75	302720
Randi Monley	\$25.26	302547	Kerry Schriock	\$460.00	302721
Sheila Maragos	\$155.30	302548	Maria Romanick	\$102.70	302722
Sheila Maragos	\$59.00	302549	Michael Ross	\$460.00	302723
Tom Joyce	\$2,587.39	302550	Randi Monley	\$64.52	302724
Travis Wolf	\$88.40	302551	Rondel Roteliuk	\$46.23	302725
ENERBASE	\$19,244.54	302552	ENERBASE	\$10,304.75	302726
FACTORY MOTOR PARTS	\$486.06	302553	FACTORY MOTOR PARTS	\$234.20	302727
FIRE EQUIPMENT CO.	\$601.00	302555	FIRST INTERNATIONAL BANK & TRUST	\$748.00	302729
FIRST INTERNATIONAL BANK & TRUST	\$759.00	302556	FLEETMIND SOLUTIONS, INC.	\$2,120.01	302730
FLASHPARKING, INC	\$1,650.00	302557	GALE	\$1,010.21	302731
FLEETMIND SOLUTIONS, INC.	\$11,381.75	302558	GEFROH ELECTRIC	\$790.00	302732
FLOW MEASUREMENT AND CONTROL	\$1,175.00	302559	BC/BS	\$20.00	302733
G & P COMMERCIAL SALES	\$504.06	302560	Dr. Jaime L Haaland	\$525.00	302734
GENERAL EQUIPMENT	\$224.08	302575	Katelynn Bowen	\$25.00	302735
Carl Davidson	\$50.00	302561	North Dakota Child Support	\$25.00	302736
Crisis Intervention Training	\$300.00	302562	Riley W. Syverson	\$25.00	302737
Derrick Nelsen	\$75.00	302563	Ron & Connie Lowman	\$1,200.00	302738
Kaitlyn Holman	\$10.00	302564	Sharon Parsley	\$10.00	302739
LAVAUN MACKEY	\$25.00	302565	Sierra Inn	\$10.00	302740
Lewis & Clark Elementary School	\$50.00	302566	GENERAL TRADING	\$120.80	302741
Loaf 'N Jug	\$8.00	302567	GERDAU RECYCLING	\$271.32	302742
North Dakota Child Support	(\$250.00)	302568	GILLIG, LLC	\$229.77	302743
Patrick Schroeder	\$25.00	302569	GOETTLE LAW, PLLC	\$3,500.00	302744
Rodney B. Neuhalfen	\$50.00	302570	GRAINGER	\$168.94	302745
Roger and Monica Reich	\$50.00	302571	HAWKINS, INC.	\$19,311.39	302746
Shirley Asum	\$20.00	302572	HIGH POINT NETWORKS, LLC	\$576.00	302747
Teresa Hunt	\$25.00	302573	HOUSTON ENGINEERING, INC.	\$94,202.25	302748
Wilfred Oberdick	\$2.68	302574	INFORMATION TECHNOLOGY DEPARTMENT	\$3,200.60	302749
GENERAL TRADING	\$161.20	302576	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$624.56	302750
GILLIG, LLC	\$180.02	302577	INTERSTATE BATTERY SYSTEM	\$215.92	302751
GLASS DOCTOR	\$221.00	302578	JESSE BRAUN ELECTRIC, LLC	\$425.00	302752
GRAYMONT WESTERN US INC.	\$112,125.06	302580	JOHNSON CONTROLS	\$1,397.60	302753
H.A. THOMPSON & SONS, INC.	\$22,140.00	302581	KEVIN'S PLUMBING & HEATING	\$100.00	302754
HANSON AUTO CRUSHING & TRUCKING	\$15,518.10	302582	KIMBALL MASONRY LLC	\$1,100.00	302755
HAWKINS, INC.	\$4,823.28	302583	LEXIPOL, LLC	\$4,800.00	302756
HIGH POINT NETWORKS, LLC	\$2,933.90	302584	LUMACUVE AIRFIELD SIGNS	\$337.74	302757
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$631.40	302585	MATTERN, RAY	\$45.92	302758
INTERSTATE BATTERY SYSTEM	\$66.60	302586	MIDWEST TAPE	\$124.41	302759
JESSEN ROOFING, INC.	\$124,084.70	302587	MINOT AREA COUNCIL OF THE ARTS, INC	\$3,333.33	302760
JOHN DEERE FINANCIAL	\$49.75	302579	MINOT AUTO	\$734.26	302761
KALIX	\$91.76	302588	MINOT DAILY NEWS	\$744.90	302762
KEG TECHNOLOGIES, INC.	\$654.86	302589	MINOT EMPLOYEE DONATIONS	\$797.90	302763
KEVIN'S PLUMBING & HEATING	\$100.00	302590	MINOT FIRE RELIEF ASSOCIATION	\$308,874.03	302764
KIMBALL MIDWEST	\$39.44	302591	MINOT PARK DISTRICT	\$63,547.55	302765
KIWANIS CLUB OF MINOT	\$150.00	302592	MOWBRAY & SONS	\$1,426.20	302767
LANGUAGE LINE SERVICES	\$174.48	302593	MR. LAWN	\$80.00	302768
LEXIPOL, LLC	\$3,999.67	302594	MVTL LABORATORIES	\$274.00	302769
LITE FORM CONSTRUCTION, LLC	\$5,400.00	302595	NAPA AUTO PARTS	\$1,799.90	302770
MACQUEEN EMERGENCY GROUP	\$906.37	302597	NARDINI FIRE EQUIPMENT	\$858.00	302771
MATTSON CONSTRUCTION	\$233,007.50	302598	ND DEPARTMENT OF EMERGENCY SERVICES	\$3,600.00	302772
MED-TECH RESOURCE, INC.	\$467.54	302599	ND DEPT OF ENVIRONMENTAL QUALITY	\$20.39	302773
MELANIE MOORE	\$85.00	302608	ND FIREFIGHTER'S ASSOCIATION	\$213.44	302774
MIDWEST TAPE	\$9,942.66	302600	ND FRATERNAL ORDER OF POLICE	\$661.50	302775
MINOT AREA CHAMBER EDC	\$46,637.50	302596	ND FRATERNAL ORDER OF POLICE	\$661.50	302776
MINOT AUTO	\$1,079.06	302601	ND WATER USERS ASSN.	\$310.00	302777
MINOT COMMISSION ON AGING	\$12,875.00	302602	NEW VISION SECURITY, LLC	\$750.00	302778
MINOT EMPLOYEE DONATIONS	\$824.71	302603	NORTHERN TESTING	\$1,395.00	302779
MINOT PARK DISTRICT	\$1,000.00	302604	NORTHWEST TIRE AND RETREAD	\$12,090.72	302780
MOODY'S INVESTORS SERVICE, INC.	\$14,500.00	302606	OVERHEAD DOOR CO. OF MINOT	\$379.00	302781
MOORE ENGINEERING, INC	\$3,136.25	302607	PARKLAND USA CORPORATION	\$30,435.01	302728
MOWBRAY & SONS	\$50.00	302609	PATRIOT FIRE & SAFETY INC	\$2,089.33	302782
MR. LAWN	\$255.00	302610	PBBS EQUIPMENT CORP	\$83.20	302783
MTI DISTRIBUTING CO.	\$315.32	302611	PFM FINANCIAL ADVISORS LLC	\$14,493.25	302784
NAPA AUTO PARTS	\$3,020.53	302612	PHIL SCHULTZ	\$689.00	302806

NARDINI FIRE EQUIPMENT	\$608.00	302613	PITNEY BOWES, INC.	\$3,000.00	302785
ND DEPT OF WATER RESOURCES	\$12,828.40	302614	POSTMASTER	\$500.00	302818
ND FIREFIGHTER'S ASSOCIATION	\$100.00	302615	PROCOLLECT	\$1,721.40	302786
NDLTAP-UGPTI/ND SU	\$150.00	302616	PROTECH INTEGRATIONS, LLC	\$95.00	302787
NORTHERN PLAINS EQUIPMENT CO., INC.	\$367.75	302617	PROVIDENT LIFE & ACC INS CO	\$1,803.00	302788
NORTHWEST TIRE AND RETREAD	\$11,467.40	302618	RALPH'S PLUMBING	\$588.73	302789
NS CORPORATION	\$117.90	302619	42 REAL ESTATE, LLC	\$1,676.50	302790
O'DAY EQUIP., INC.	\$10,434.00	302620	BECK, JEFF	\$153.05	302791
OLSON'S TOWING	\$1,640.50	302621	BROGUE, CRISTINA	\$11.40	302792
ONE CALL CONCEPTS, INC.	\$2,633.05	302622	CASTRO, EMIL	\$35.95	302793
OVERDRIVE	\$5,600.00	302623	CREATIVE PROPERTY	\$52.65	302794
PARKLAND USA CORPORATION	\$48,194.96	302554	GAGNIER, MARIE	\$9.57	302795
PATRIOT FIRE & SAFETY INC	\$903.50	302624	IPM	\$52.65	302796
PEC SOLUTIONS LLC	\$1,242.00	302501	IPM	\$33.43	302797
PROCOLLECT	\$39.11	302626	KEENE, KENNETH	\$11.98	302798
PROTECH INTEGRATIONS, LLC	\$303.00	302627	RAMSHEAD, JEREMIAH	\$13.57	302799
RAFTELIS FINANCIAL CONSULTANTS, INC	\$10,907.00	302628	SMITH, CARLA	\$156.35	302800
HAYES, MARK	\$23.67	302629	ZAK, ROBERT	\$29.58	302801
JUNG, ANGELA	\$17.69	302630	ZAUGG, RAYNA	\$28.94	302802
KELM, ROGER	\$11.36	302631	RHI SUPPLY	\$481.56	302803
MERCER, BEAU	\$6.12	302632	SANITATION PRODUCTS	\$630.38	302804
OBRIEN, JOSHUA	\$73.37	302633	SCHAEFER SYSTEMS INTERNATIONAL	\$29,893.75	302805
SMESTAD, LEROY	\$42.33	302634	SHORT ELLIOTT HENDRICKSON, INC	\$172,685.00	302807
STRACENER, DONAVAN	\$50.00	302635	SOURIS BASIN TRANSPORTATION	\$33,000.00	302808
VIGESTED, DYLAN	\$6.12	302636	SOURIS VALLEY REGIONAL LODGE 7	\$3,637.50	302809
ROLLKALL TECHNOLOGIES LLC	\$16.00	302637	STREICHER'S	\$4,999.67	302810
SANITATION PRODUCTS	\$1,426.71	302638	SWANSTON EQUIPMENT COMPANIES	\$23,525.05	302811
SERTOMA CLUB OF MINOT	\$250.00	302639	THOMSON REUTERS-WEST PAYMENT CENTER	\$387.00	302812
SHERWIN WILLIAMS	\$757.04	302640	TNT REAL ESTATE, LLLP	\$37,282.75	302813
SIGNS TODAY	\$224.80	302641	TYLER TECHNOLOGIES, INC.	\$8,985.00	302814
SOLTIS BUSINESS FORMS CO.	\$129.00	302642	U.S. POST OFFICE	\$5,000.00	302815
SOURIS BASIN PLANNING COUNCIL	\$1,666.00	302643	UNITED MAILING SERVICE	\$352.06	302816
SOURIS RIVER JOINT WATER RESOURCE	\$885,045.41	302644	USDA	\$820.30	302817
SRF CONSULTING GROUP	\$28,966.14	302645	VANGUARD APPRAISALS	\$19,025.00	302819
STRATA CORPORATION	\$310,945.71	302646	VESTIS GROUP, INC.	\$252.36	302820
SWANSTON EQUIPMENT COMPANIES	\$3,046.12	302647	VISIT MINOT	\$19,874.80	302821
THE PENWORTHY COMPANY, LLC	\$294.97	302625	WALLWORK TRUCK CENTER MINOT	\$190.80	302822
TIMMONS GROUP	\$1,530.00	302648	WARD COUNTY AUDITOR	\$6,075.00	302823
TRINITY HEALTH	\$1,370.25	302649		\$8,317,954.31	

EXTENSION OF STRUCTURE DEMOLITION/SITE RESTORATION CONTRACT - 309 1ST AVE NE – Approve the extension of the contract and authorize the Mayor to sign.

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

RESOLUTION AUTHORIZING PARTICIPATION IN NDPERS PUBLIC SAFETY RETIREMENT PLAN – 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.

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

SWANSON & WARCUP, LTD EMINENT DOMAIN CONTRACT EXTENSION/AMENDMENT – Approve the two Swanson & Warcup, LTD contract extensions/amendments and authorize the Mayor to sign.

APPROVE BUDGET AMENDMENT FOR FIRE DEPARTMENT ACCIDENT CLAIM – Approve the budget amendment for the Fire Department accident claim on first reading.

APPROVE BUDGET AMENDMENT FOR FY2023 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM – Approve the budget amendment on first reading for the FY2023 State and Local Cybersecurity Grant Program (SLCGP).

CASE# 2024-10-01 BROOKLYN 3RD ADDITION - MINOR PLAT – Approve the proposed minor subdivision plat as provided in Attachment A.

CASE# 2024-10-03 GREAT PLAINS ADDITION - FINAL PLAT – Approve the proposed final subdivision plat as provided in Attachment A.

CASE# 2024-10-04 COPACETIC ADDITION - FINAL PLAT – Approve the proposed final subdivision plat as provided in Attachment A.

CASE# 2024-10-05 WEST HILLS ACRES 5TH ADDITION - MINOR PLAT – Approve the proposed minor subdivision plat as provided in Attachment A.

COMMUNITY RESILIENCE ANALYSIS – Approve the City's participation in and coordination of CRA support and stakeholder engagement.

NDDDES 2024 STATE HOMELAND SECURITY GRANT – 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.

2024 ND STATE ENERGY PROGRAM GRANT – 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.

MDU EASEMENT FOR REGULATOR STATION AT SW WATER TOWER SITE – Approve the permanent easement with MDU and authorize the Mayor and staff to sign any required documents.

2024 CONCRETE PAVEMENT REHAB - FINAL PAYMENT (4807) – Approve the final payment of \$4,480.82 to be paid to Keller Paving & Landscaping, Inc.

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

The motion to 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; approve for the authorized bank signors to proceed with establishing the new accounts, the Mayor, Finance Director, and City Treasurer; and approve the Finance Director to negotiate a contract with Bremer Bank and for all authorized signors to sign any applicable documents was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ACTION ITEMS

ADDITION OF RESTRICTIVE COVENANTS FOR PROPERTY ACQUISITIONS

The motion to approve the restrictive covenants for the listed properties and authorize the Mayor and Finance Director to sign the covenants 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.

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

The motion to accept the framework of the RFP response by Souris Valley Animal Shelter (SVAS); and direct city staff to negotiate operational and financial terms of a 1-year contract with Souris Valley Animal Shelter (SVAS) and authorize the Mayor's signature on final contract was initiated by City Council Member Jantzer, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Scott Samuelson.

After Item 7.2, the City Council took a recess at 7:42 pm and reconvened at 7:52 pm.

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

The motion to approve the application and authorize the Mayor to execute the contract amendment was initiated by City Council Member Pitner, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Scott Samuelson.

LAGOON AREA LAND LEASE - REQUEST FOR QUOTES

The motion to deny the request for quotes and instead renegotiate the existing lease with Laverne Mikkelson to include the 1-year opt-out clause for both parties to the lease agreement 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

There were no personal appearances.

MISCELLANEOUS AND DISCUSSION ITEMS

SNOW AND ICE CONTROL PLAN PRESENTATION

Bryan Banfill presented to the City Council the Snow and Ice Control Plan for the City of Minot for the upcoming snow season.

ADJOURNMENT

The motion to adjourn the meeting at 8:32 pm 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.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 6020

**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: November 4, 2024

PASSED SECOND READING: November 18, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6021

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: November 4, 2024

PASSED SECOND READING: November 18, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6022

**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: November 4, 2024

PASSED SECOND READING: November 18, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6023

**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
10031000-44320		(2,753)
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: November 4, 2024

PASSED SECOND READING: November 18, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: November 18, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Minot Quilt Guild "Prairie Quilters" to conduct a raffle on April 5, 2025 and December 4, 2025 at Vincent Methodist Church (1024 2nd St SE).**
- 2. Hometown Hero Outdoors to conduct a raffle on April 30, 2025 at LEI (4105 S Broadway).**
- 3. Minot High Girls Basketball Boosters conduct raffles at home games and raffle boards for Monday Night Football from 12/2/2024-2/25/2025 at Minot High School (1100 11th Ave SW).**
- 4. Dakota Cruisers to conduct a raffle on June 4, 2025 and September 13, 2025 at the Minot Uhaul Parking Lot (1 20th Ave SE).**
- 5. Minot Board of Realtors to conduct a raffle on November 14, 2024 at the Spot (6 2nd St NE).**
- 6. Four Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 7. Special Event Permit for Bones BBQ (437 N Broadway).**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

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

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

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

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

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk
Dale Plessas, Police Captain

DATE: November 18, 2024

SUBJECT: ALCOHOLIC BEVERAGE LICENSE RENEWALS

I. RECOMMENDED ACTION

It is recommended City Council approve the alcoholic beverage license renewals for the period of January 1, 2025 through December 31, 2025 for the following businesses:

- 1. Badlands Grillhouse and Saloon**
- 2. Ebenezer's Eatery & Irish Pub**
- 3. Happy Joe's**
- 4. JL Beers**
- 5. Broadway Liquor**
- 6. Capri Bar**
- 7. Applebee's Neighborhood Grill & Bar**
- 8. El Reparo**
- 9. Buffalo Wild Wings**
- 10. The "O"riginal Bar and Nightclub**
- 11. Highland Suites**
- 12. The Depot and Baggage Claim**
- 13. Sleep Inn & Suites**
- 14. Microtel Inn & Suites**
- 15. Do Eat Asian Cuisine**
- 16. Staybridge Suites Minot**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

In order to renew an alcoholic beverage license, an application must be

submitted for review by the Police Department and inspections are done by the Building Official and Fire Marshal. Complete renewal applications approved by the Police Chief.

B. Proposed Project

N/A

C. Recommendation Detail

Current licenses expire at 11:59 pm on December 31st of this year. If the establishment is continuing the sale of alcohol, the license renewal needs to be approved by City Council prior to that time.

IV. IMPACT

A. Aspirations

Safe and Welcoming - aligns with this process by ensuring each license holder follows the City of Minot and State of ND laws pertaining to alcohol licensing.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

State the alternatives to this project. The alternatives need to be viable options and there should be at least two: one would be some other approach and what the results of that alternative would be and the second would be not to do the project and what the result would be.



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: November 18, 2024

SUBJECT: GAMING SITE AUTHORIZATION - COMPANIONS FOR CHILDREN

I. RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for the following organizations to conduct games of chance during the license year of November 18, 2024 through June 30, 2025 at the following locations:

- **Companions for Children - Whiskey Nine (109 W Central Ave)**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail

Site authorizations must be approved in a timely manner in order for organizations to submit their approved gaming form to the Attorney General's Office.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: November 18, 2024

SUBJECT: 2024 STREET SEAL - FINAL PAYMENT (4803)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$325,444.47 to be paid to Asphalt Preservation Company, 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 fill the cracks that have developed over time and seal the pavement surface. The project helps protect the pavement surface and prevent surface water infiltration for approximately 5-8 years.

B. Proposed Project

This year's project covers various areas of town, including airport work, as shown on the attached plan sheet.

C. Recommendation Detail

On February 13, 2024, at 11:00 am, bids were opened for the 2024 Street Seal project. Asphalt Preservation Company, Inc. was the low bidder. Now that the project is finished, the City is obligated to submit final payment to Asphalt Preservation Company and close out the project.

IV. IMPACT

A. Aspirations

Resilient and Prepared – This project moves us in the right direction as we work to 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 of existing infrastructure throughout the City to extend the life of the roadways. Some areas include heavily traveled roadways.

C. Fiscal Impact

The project was paid for from the Street Improvements line item in the Engineering Department budget. Crack sealing for the Airport was paid for with Airport funds.

The attached documents include information on the final payment, as well as context for the reduction in cost due to liquidated damages.

Project Costs

Contractor's Bid Price	\$ 2,986,234.51
Change Orders 1 - 4	\$ -3,204.53
Total	
Liquidated Damages	\$ -18,400.00
Final Construction Cost	\$ 2,964,629.98

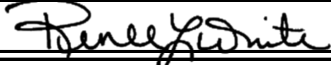
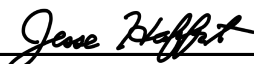
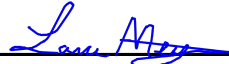
Project Funding

Airport - Landside Account No. 11050000-44504	\$ 18,000.00
Airport - Airside Account No. 11050000-44382	\$ 30,000.00
Street Maintenance Account No. 10038000-44508	\$ 8,000,000.00

VI. **ALTERNATIVES**

N/A

Contractor's Application for Payment

Owner: <u>City of Minot</u> Engineer: <u>City Engineer</u> Contractor: <u>Asphalt Presevation Company, Inc.</u> Project: <u>2024 Street Seal</u> Contract: <u>2024 Street Seal</u>	Owner's Project No.: <u>4803</u> Engineer's Project No.: <u>4803</u> Contractor's Project No.: _____																								
Application No.: <u>4 - Final</u> Application Date: <u>10/28/2024</u> Application Period: From <u>7/25/2024</u> to <u>10/23/2024</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 2,986,234.51</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ (3,204.53)</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 2,983,029.98</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 2,983,029.98</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a. <u>0%</u> X <u>\$ 2,983,029.98</u> Work Completed</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td style="padding-left: 20px;">b. _____ X <u>\$ -</u> Stored Materials</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 2,983,029.98</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 2,639,185.51</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 343,844.47</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$ -</td> </tr> </table>		1. Original Contract Price	\$ 2,986,234.51	2. Net change by Change Orders	\$ (3,204.53)	3. Current Contract Price (Line 1 + Line 2)	\$ 2,983,029.98	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,983,029.98	5. Retainage		a. <u>0%</u> X <u>\$ 2,983,029.98</u> Work Completed	\$ -	b. _____ X <u>\$ -</u> Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ -	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,983,029.98	7. Less previous payments (Line 6 from prior application)	\$ 2,639,185.51	8. Amount due this application	\$ 343,844.47	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Asphalt Preservation Company, Inc.</u> Signature: <u></u> Date: <u>11/07/2024</u>																									
Recommended by Engineer By: <u></u> Title: <u>Project Manager, City of Minot</u> Date: <u>11/7/2024</u>	Approved by Owner By: <u></u> Title: <u>City Engineer</u> Date: <u>11/7/2024</u>																								

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

Owner:	City of Minot	Owner's Project No.:	4803
Engineer:	City Engineer	Engineer's Project No.:	4803
Contractor:	Asphalt Preservation Company, Inc.	Contractor's Project No.:	
Project:	2024 Street Seal		
Contract:	2024 Street Seal		

Application No.: 4 - Final		Application Period: From 07/25/24 to 10/23/24		Application Date: 10/28/24							
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) (\$)				
1	CONTRACT BOND	1	LS	14,000.00	14,000.00	1.00	14,000.00		14,000.00	100%	-
2	MOBILIZATION	1	LS	205,000.00	205,000.00	1.00	205,000.00		205,000.00	100%	-
3	TRAFFIC CONTROL-TYPE 1	1	LS	40,000.00	40,000.00	1.00	40,000.00		40,000.00	100%	-
4	TRAFFIC CONTROL-TYPE 2	1	LS	95,000.00	95,000.00	1.00	95,000.00		95,000.00	100%	-
5	REMOVE CURB AND GUTTER	78	LF	45.00	3,510.00	78.00	3,510.00		3,510.00	100%	-
6	OBLITERATE PAVEMENT MARKINGS	23,784	SF	2.58	61,362.72	23,784.00	61,362.72		61,362.72	100%	-
7	ADJUST CASTING	1	EA	825.00	825.00	1.00	825.00		825.00	100%	-
8	REPLACE CASTING	1	EA	1,600.00	1,600.00	1.00	1,600.00		1,600.00	100%	-
9	ADJUST VALVE BOX	3	EA	275.00	825.00	3.00	825.00		825.00	100%	-
10	REPLACE VALVE BOX TOP SECTION	0	EA	1,350.00	-		-		-		-
11	COMMON EXCAVATION	90	CY	82.00	7,371.80	89.90	7,371.80		7,371.80	100%	-
12	TOPSOIL-IMPORTED	0	CY	125.00	-		-		-		-
13	AGGREGATE BASE, CLASS 5	127	TON	66.00	8,391.90	127.15	8,391.90		8,391.90	100%	-
14	BITUMINOUS LEVELING	43	TON	310.00	13,311.40	42.94	13,311.40		13,311.40	100%	-
15	HMA FULL DEPTH PATCH	35,052	SF	8.30	290,931.60	35,052.00	290,931.60		290,931.60	100%	-
16	CRACK SEAL - ROUTED	389,643	LF	0.80	311,714.40	389,643.00	311,714.40		311,714.40	100%	-
17	CRACK SEAL - NON-ROUTED	222,399	LF	0.80	177,919.20	222,399.00	177,919.20		177,919.20	100%	-
18	BITUMINOUS SEAL OIL, CRS-2P	219,951	GAL	2.26	497,089.26	219,951.00	497,089.26		497,089.26	100%	-
19	COVER COAT AGGREGATE, CLASS 41M	559,212	SY	1.15	643,093.80	559,212.00	643,093.80		643,093.80	100%	-
20	BLOTTER SAND, CLASS 44	0	TON	0.01	-	-	-		-		-
21	FOG SEAL, CSS-1H (DILUTED 50/50)	61,136	GAL	1.42	86,813.12	61,136.00	86,813.12		86,813.12	100%	-
22	CURB AND GUTTER	78	LF	100.00	7,800.00	78.00	7,800.00		7,800.00	100%	-
23	EPOXY PVMT MK 4 IN LINE-GROOVED (WHITE)	21,416	LF	2.03	43,474.48	21,416.00	43,474.48		43,474.48	100%	-
24	EPOXY PVMT MK 4 IN LINE-GROOVED (YELLOW)	28,911	LF	2.03	58,689.33	28,911.00	58,689.33		58,689.33	100%	-
25	EPOXY PVMT MK 8 IN LINE-GROOVED (WHITE)	1,532	LF	4.05	6,204.60	1,532.00	6,204.60		6,204.60	100%	-
26	EPOXY PVMT MK MESSAGE -GROOVED	512	SF	62.00	31,744.00	512.00	31,744.00		31,744.00	100%	-
27	SHORT TERM 4 IN LINE-TYPE NR (WHITE)	42,207	LF	0.55	23,213.85	42,207.00	23,213.85		23,213.85	100%	-
28	SHORT TERM 4 IN LINE-TYPE NR (YELLOW)	79,247	LF	0.55	43,585.85	79,247.00	43,585.85		43,585.85	100%	-
29	SHORT TERM 8 IN LINE-TYPE NR (WHITE)	4,435	LF	1.05	4,656.75	4,435.00	4,656.75		4,656.75	100%	-
30	SHORT TERM MESSAGE-TYPE NR	910	SF	8.23	7,489.30	910.00	7,489.30		7,489.30	100%	-
31	SEEDING (HYDRO-MULCH)	12	SY	45.00	540.00	12.00	540.00		540.00	100%	-
32	THERMOPLASTIC PVMT MK 6 IN LINE-GROOVED (WHITE)	2,419	LF	9.98	24,141.62	2,419.00	24,141.62		24,141.62	100%	-
33	THERMOPLASTIC PVMT MK 24 IN LINE-GROOVED (WHITE)	1,784	LF	59.00	105,256.00	1,784.00	105,256.00		105,256.00	100%	-
34	THERMOPLASTIC PVMT MK MESSAGE GROOVED	291	SF	46.00	13,386.00	291.00	13,386.00		13,386.00	100%	-
35	1.5" HMA MILL & FILL - SUPERPAVE FAA 43	11,414	SF	13.50	154,089.00	11,414.00	154,089.00		154,089.00	100%	-
Totals					\$ 2,983,029.98		\$ 2,983,029.98	\$ -	\$ 2,983,029.98	100%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4803
Engineer:	City Engineer	Engineer's Project No.:	4803
Contractor:	Asphalt Preservation Company, Inc.	Contractor's Project No.:	
Project:	2024 Street Seal		
Contract:	2024 Street Seal		

Application No.:	4 - Final	Application Period:	From	07/25/24	to	10/23/24	Application Date:	10/28/24
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A	B	C	D	E	F	G	H	I	J	K	L				
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
Change Orders															
					-		-		-		-				
					-		-		-		-				
Change Order Totals					\$	-	\$	-	\$	-	\$	-			
Original Contract and Change Orders															
Project Totals					\$	2,983,029.98	\$	2,983,029.98	\$	-	\$	2,983,029.98	100%	\$	-

PAYMENT ADJUSTMENT WORKSHEET

ATTACHMENT TO CONTRACTOR'S APPLICATION FOR PAYMENT 4 - Final

ENGINEER'S RECOMMENDATION OF PAYMENT

For (Contract):	2024 Street Seal	Project Number:	4803
Application Period:	7/25/2024 to 10/23/2024	Application Date:	10/28/2024

DESCRIPTION OF ENGINEER RECOMMENDED ADJUSTMENTS TO PAYMENT (per General Conditions of the Construction Contract)

DECREASE in Payment

Defective or damaged Work:	\$	-
Work which has not progressed to the point indicated on the Contractor's Application for Payment:	\$	-
Work subject to evaluation or testing to determine if the quality of the Work is generally in accordance with the Contract Documents:	\$	-
Work where the conditions precedent to the Contractor's being entitled to payment do not appear to have been met:	\$	-
Other reductions allowed in the Contract Documents:	\$	-
Amount Due per Line 8. of Contractor's Application for Payment	\$	343,844.47
Net Engineer Recommended Payment Adjustments	\$	-
RECOMMENDED PAYMENT TO CONTRACTOR	\$	343,844.47

Justification (attach supporting documents if necessary):

OWNER'S ADJUSTMENT OF PAYMENT

DESCRIPTION OF OWNER REDUCTION OF PAYMENT (per General Conditions of the Construction Contract)

DECREASE in Payment

Claims against Owner on account of Contractor's performance or furnishing of the Work:	\$	-
Liens against Owner, where bonds satisfactory to the Owner have not been delivered to secure the satisfaction and discharge of such Liens:	\$	-
Liquidated Damages withheld as follows:		
Milestones @	\$2,300.00 per day X	0 days = \$0.00
Substantial Completion @	\$2,300.00 per day X	0 days = \$0.00
Final Completion @	\$2,300.00 per day X	8 days = \$18,400.00
Other items entitling the Owner to a set-off against the amount recommended, as allowed in the Contract Documents:	\$	-
Engineer's Recommended Payment:	\$	343,844.47
Owner's adjustment to Engineer's Recommendation of Payment:	\$	- (increase-positive, or decrease-negative amount)
Owner's Total Payment Withheld:	\$	(18,400.00)
TOTAL DUE TO CONTRACTOR THIS APPLICATION:	\$	325,444.47

Justification (attach supporting documents if necessary):

The pavement marking sub-contractor (West River) informed the City that they would not be able to install the thermoplastic pavement markings in this project in time for the contracted final completion date (September 22, 2024). We were told this was due to ordering issues with their supplier of the product.

The thermoplastic pavement markings were finished being installed on October 17, 2024, therefore final completion was achieved on that day as well. The amount of calendar days between these two dates is 25 days. However, the City will enforce 8 days of liquidated damages, as their original delayed timeline put them at the end of September for final completion. Further delays occurred as a result of an additional order issue with their supplier that was out of West River's control.



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: November 18, 2024

SUBJECT: APPROVE ANNUAL RENEWAL OF SALESFORCE SOFTWARE WITH CARASOFT TECHNOLOGY CORP.

I. RECOMMENDED ACTION

It is recommended City Council approve the annual renewal of Salesforce software with Carahsoft Technology Corp.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

This software is purchased through a Federal GSA contract and has been used by the City of Minot as the official record of transaction activity for the past 10 years for all property acquisitions. Renewal of the software is appropriate and insistent with HUD rules due to consistent storage of records relating to flood acquisitions. The price is from a federal General Services Administration requirements contract.

B. Proposed Project

The City of Minot has informed HUD this software would be the source of all records relating to the compliance involving acquisition and HUD has recognized this notification from the City. While HUD continues to encourage maintaining paper files, it does recognize and accept electronic records of all projects and activities involving CDBG-DR funds.

C. Recommendation Detail

Staff recommends Council approve the annual renewal of Salesforce software with Carahsoft Technology Corp, in the amount of \$26,268.70.

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:

Provides the capability of assuring all documentation involving acquisitions from both CDM Smith, Swanson & Warcup, Ltd and the City of Minot are compiled into one single electronic folder.

C. Fiscal Impact

Project Costs

The renewal cost is \$26,268.70

Funding Source

Funds from Allocation #1 and CDBG - NDR funds will be used to pay for the extension.

VI. ALTERNATIVES

The council can choose not to approve the extension. By doing so, record keeping would involve storing of paper copies. This can increase staff workload when preparing for on site monitors from HUD or the State.



Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Phone: (703) 871-8500
Fax: (703) 871-8505

To:
Minot - City
ATTN: Chris Plank
10 3rd Ave SW
Minot, ND, 58702

Invoice

Date	Page
5/28/2024	1
Invoice Number	
45491979INV	

PO Number TBD		Order Date	Customer No.	Salesperson Kristian Gaddis	Quote No. 45491979	Ship VIA ESD	Terms PP
Quantity	Item Number	Start/End Date	Description			Unit Price	Extended Price
22.00	200012831-611	9/24/2024 9/23/2025	Lightning Platform Plus - Unlimited Edition Additional Description: Unlimited Edition			1,123.40	24,714.89
1.00	200012669-611	9/24/2024 9/23/2025	Lightning Platform - Unlimited Edition (Administrator) Additional Description: Unlimited Edition			842.55	842.55
			Total Amount Due: 25,557.44				
			<u>September - December 2024</u> 2012900001.28090000.44350 FIN001 \$3,194.68				
			2016920001.28292000.44350 RES001 \$3,194.68				
			<u>January - September 2025</u> 2012900001.28090000.44350 FIN001 \$9,584.04				
			2016920001.28292000.44350 RES001 \$9,584.04				

Remit to:		Currency USD unless otherwise specified	Subtotal	25,557.44
Carahsoft Technology Corporation			Total Sales Tax	
11493 Sunset Hills Road Ste 100				
Reston, VA 20190			Total Amount	25,557.44
FEIN 52-2189693 DUNS 088365767			Less Payment	
CA Sales Tax # SC OHB 100-529633				
For questions on this invoice, please contact AR at 703-581-6566			Amount Due	25,557.44
or via email at AR@Carahsoft.com				



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



TO: Chris Plank
Minot - City
10 3rd Ave SW
Minot, ND 58702 USA

FROM: Kristian Gaddis
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: chris.plank@minotnd.gov

EMAIL: Kristian.Gaddis@carahsoft.com

PHONE:

PHONE: (571) 662-3423

FAX: (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 45491979
QUOTE DATE: 05/20/2024
QUOTE EXPIRES: 09/18/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$25,557.44
TOTAL QUOTE: \$25,557.44

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	200012831	Lightning Platform Plus - Unlimited Edition Unlimited Edition Start Date: 09/24/2024 End Date: 09/23/2025		\$1,123.4043	GSA	22	\$24,714.89
2	200012669	Lightning Platform - Unlimited Edition (Administrator) Unlimited Edition Start Date: 09/24/2024 End Date: 09/23/2025		\$842.55	GSA	1	\$842.55
SUBTOTAL:							\$25,557.44
TOTAL PRICE:							\$25,557.44
TOTAL QUOTE:							\$25,557.44



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

carahsoft

****ATTENTION** PO MUST INCLUDE ALL ITEMS LISTED BELOW FOR PROCESSING****

- Quote # 45491979
- Contract Vehicle # GSA 47QSWA18D008F

Unless otherwise provided in the applicable Agreement, any increase in subscription pricing for the first renewal term will not exceed 9% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations.

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at <https://carah.io/SFDC-EULA> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the EULA, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order

Product Terms Directory: <http://carah.io/Product-Terms-Directory>
Help & Training: <http://carah.io/Help>
Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>.

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1



General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Mod PO-266
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is <https://gsaadvantage.gov>

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Contractor Data and Points of Contact

Contractor’s Point of Contact for Contract Administration

Yvonne DLuzen – Contract
 Manager Carahsoft
 Technology Corp.
 11493 Sunset Hills Rd., Suite 100
 Reston, VA 20190
 (703) 871-8500 (Main) | (703) 871-8505 (fax)
contracts@carahsoft.com

Business Size: **Other than Small**

DUNs Number: **088365767**

Ordering Instructions / Terms and Conditions

1a. Authorized Special Item Numbers (SINs)

Special Item No. 33411: Purchasing of new electronic equipment.
 Special Item No. 511210: Software Publishers
 Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services
 Special Item No. 532420L: Leasing of new electronic equipment
 Special Item No. 541370GEO: Earth Observation Solutions
 Special Item No. 54151: Software Maintenance Services
 Special Item No. 54151ECOM: Electronic Commerce and Subscription Services
 Special Item No. 54151S: Information Technology Professional Services
 Special Item No. 561422: Automated Contact Center Solutions (ACCS)
 Special Item No. 611420: Information Technology Training
 Special Item No. 811212: Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
 Special Item No. ANCILLARY: Ancillary Supplies and Services
 Special Item No. 333429: 3D Printing and Additive Manufacturing Solutions
 Special Item No. 518210ERM: Electronic Records Management
 Special Item No. 493110RM: Physical Records Management Solutions
 Special Item No. 3361E: Electric and Autonomous Vehicles and Accessories
 Special Item No. OLM: Order-Level Materials (OLM)

1b. Lowest Priced Model Number and Price for Each SIN:

Not applicable.

1c. Hourly Rates

See the Terms and Conditions for SIN 54151S on pg. 37, below.

2. Maximum Order

SIN 33411	\$500,000
SIN 511210	\$500,000
SIN 518210C	\$500,000
SIN 532420L	\$500,000
SIN 541370GEO	\$1,000,000
SIN 54151	\$500,000
SIN 541519CDM	\$500,000
SIN 54151ECOM	\$500,000
SIN 54151S	\$500,000
SIN 564122	\$500,000
SIN 611420	\$250,000
SIN 811212	\$500,000
SIN ANCILLARY	\$250,000
SIN 333429	\$750,000
SIN 518210ERM	\$1,000,000
SIN 493110RM	\$1,000,000
SIN 3361E	\$2,000,000
SIN OLM	\$250,000

3. Minimum Order

\$100

4. Geographic Coverage

Domestic and Overseas

5. Point(s) of Production

Varies by Manufacturer

6. Discount from Internal Rate

The GSA Net Price published on GSA Advantage! Reflects the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount

Varies by Manufacturer, as reflected on GSA Advantage!

8. Prompt Payment Terms

Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

Percentage-Based Purchasing: The published \$0.01 price is not the customers' final price. The Purchase price of the product is based on a commercial list price that is determined for the price you paid for the product. Please contact Carahsoft Technology Corp. at (703) 871-8500 or contracts@carahsoft.com for assistance with calculating the purchase price of the software maintenance and additional product information.

9. Government Purchase Card

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

10. Foreign Items

None



11a. Time of Delivery

SIN 33411: 30 Days after Receipt of Order
SIN 511210: 30 Days after Receipt of Order
SIN 518210C: 30 Days after Receipt of Order
SIN 532420L: 30 Days after Receipt of Order
SIN 541370GEO: 30 Days after Receipt of Order
SIN 54151: 30 Days after Receipt of Order
SIN: 541519CDM: 30 Days after Receipt of Order
SIN 54151ECOM: 30 Days after Receipt of Order
SIN 54151S: 30 Days after Receipt of Order
SIN 561422: 30 Days after Receipt of Order
SIN 611420: 30 Days after Receipt of Order
SIN 811212: 30 Days after Receipt of Order
SIN ANCILLARY: 30 Days after Receipt of Order
SIN 333429: 30 Days after Receipt of Order
SIN 518210ERM: 30 Days after Receipt of Order
SIN 493110RM: 30 Days after Receipt of Order
SIN 3361E: 30 Days after Receipt of Order

11b. Expedited Delivery

Please contact the Contractor for availability and rates.

11c. Overnight and 2-Day Delivery

Please contact the Contractor for availability and rates.

11d. Urgent Requirements

Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB Point

Destination

13a. Ordering Address

Karina Woods – Operations Manager
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8519 (telephone)
(703) 871-8505 (fax)
gsaorders@carahsoft.com

13b. Ordering Procedures

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Jillian Szczepanek
Accounts Receivable Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8614 (telephone)
(703) 871-8505 (fax)
gsapayments@carahsoft.com

Carahsoft Technology Corp.

(703) 871-8500

contracts@carahsoft.com

MAS Schedule Terms & Conditions

47QSWA18D008F

Page 5

15. Warranty Provision

Varies by Manufacturer and Product/Service

16. Export Packing Charges

Not applicable

17. Terms and Conditions of Government Purchase Card Acceptance

Please contact the Contractor for terms and conditions of acceptance.

18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable)

Not applicable

19. Terms and Conditions of Installation

Not applicable

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available)

Not applicable

20b. Terms and Conditions for Any Other Services

Not applicable

21. List of Service and Distribution Points

Not applicable

22. List of Participating Dealers

The full list of Participating Dealers can be found on the
Carahsoft website, [GSA MAS Schedule Authorized
Dealers | Carahsoft](#)

23. List of Approved Manufacturer CSAs

[Manufacturers End-User License Agreements | Carahsoft](#)

Additional terms may apply.

24a. Preventative Maintenance

None

24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

None

24c. Section 508 Compliance for Electronic and Information Technology

Varies by Manufacturer

25. Data Universal Number System (DUNS) Number

088365767

26. Notification Regarding Registration in System for Award Management (SAM) Database

Contractor has an Active Registration in the SAM database



27. Labor Category Descriptions and Pricing

See the Terms and Conditions for SIN 54151S beginning on page 37 below.

28. Non-Defective Product Returns

Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out-of-policy return requests. These types of requests will be considered on a case-by-case basis. Any applicable shipping costs are to be paid by the customer.

Table of Awarded Special Item Numbers (SINs)

Authorized Special Item Numbers (SINs)	Title/ Description
33411	Purchasing of new electronic equipment
511210	Software Publishers
518210C	Cloud and Cloud-Related IT Professional Services
532420L	Leasing of new electronic equipment
541370GEO	Earth Observation Solutions
54151	Software Maintenance Services
54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology Professional Services
561422	Automated Contact Center Solutions (ACCS)
611420	Information Technology Training
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
ANCILLARY	Ancillary Supplies and Services
333429	3D Printing and Additive Manufacturing Solutions
518210ERM	Electronic Records Management
493110RM	Physical Records Management Solutions
3361E	Electric and Autonomous Vehicles and Accessories
OLM	Order-Level Materials (OLM)

Special Item Number Information

Special Item No. 33411: Purchasing of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors, and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing FSC CLASS 7010 - SYSTEM CONFIGURATION
End User Computers/Desktop Computers Professional Workstations Servers Laptop/Portable/Notebook Computers Large Scale Computers Optical and Imaging Systems Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES
Printers Display Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
Network Equipment



Other Communications Equipment Optical Recognition Input/Output Devices Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT
ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES
Microcomputer Control Devices Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS
ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE
ASSEMBLIES: COMMUNICATIONS EQUIPMENT
Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES
Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES
Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL
Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
Telephone Equipment Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT
Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE
Two-Way Radio Transmitters/Receivers/Antennas Broadcast Band Radio Transmitters/ Receivers/ Antennas Microwave Radio Equipment/Antennas and Waveguides Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE
Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE
Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE
Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)



FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE
Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment
Installation (FPDS Code
N070) for Equipment Offered
Deinstallation (FPDS N070)
Reinstallation (FPDS N070)

Special Item No. 511210: Software Publishers

Includes both term and perpetual software

licenses and maintenance. NOTE: Subject to

Cooperative Purchasing

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid

Software Microcomputers

- Software Microcomputers
 - Operating System Software
 - Application Software
 - Electronic Commerce (EC) Software
 - Utility Software
 - Communications Software
 - Core Financial Management Software
 - Ancillary Financial Systems Software
 - Special Physical, Visual, Speech, and Hearing Aid Software
-

Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
Cloud Computing Services

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories
• Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics. • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	1. Software as a Service (SaaS): Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. 2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. 3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

NOTE: Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

- a) The information provided below is designed to assist Offerors in qualifying cloud computing services and provide complete descriptions.
- b) In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

Table 2 summarizes the additional Offeror provided description requirements for services proposed under the Cloud Computing Services (i.e. IaaS, etc.). All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition, there is one “Optional” reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

- 1) The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.
- 2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in “Guidance for Contractors”.

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. IaaS, etc.) satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See ‘GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics’ below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST “Measured Service” characteristic requires a minimal “pay as you go” unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) “pay as you go” metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under “Term Software License” SIN 132-32. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30 - day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800 - 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See ‘GUIDANCE FOR CONTRACTORS: NIST Deployment Model’ below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub- category selection is optional but recommended. See ‘GUIDANCE FOR CONTRACTORS: NIST Service Model’ below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

2) GUIDANCE FOR OFFERORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2 (above) including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Offeror specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to evaluation factors. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services (i.e. IaaS, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing [SP 800-145](#)¹

Offerors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

a) NIST Essential Characteristics

General Guidance

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

¹ <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	- Ordering activities can directly provision services without requiring Contractor intervention. - This characteristic is typically implemented via a service console or programming interface for provisioning	Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or other appropriate payment cycles on what are essentially on demand services. Services under this SIN must be capable of true on- demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: - Ordering activities must specify their procurement approach and requirements for on- demand service - Contractors must propose how they intend to meet the approach - Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	- Ordering activities are able to access services over standard agency networks - Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones	- Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service - Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	- Pooling distinguishes cloud services from simple offsite hosting. - Ordering activities draw resources from a common pool maintained by the Contractor - Resources may have general characteristics such as regional location	- The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. - Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement - Similar concerns apply to software and platform models; automated provisioning from a pool is required - Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	Rapid provisioning and de- provisioning commensurate with demand	- Rapid elasticity is a specific demand-driven case of self-service ‘Rapid’ should be understood as measured in minutes and hours, not days or weeks. - Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. - Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.

Measured Service	Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	- Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. - Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured - Contractors must specify that measured service is available and the general sort of metrics and mechanisms available - The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of “pay as you go” consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.
------------------	--	--

Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. IaaS, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users.

In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

1) NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in the NIST Definition of

Cloud Computing SP 800 -145. The following guidance is offered for the proper selection of service models.

NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing Cloud services (i.e. IaaS, etc.) of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" or "Email as a Service" would be properly characterized as species of Software as a Service (SaaS) for this SIN.

However, Contractors can and should include appropriate descriptions (including commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- a) **Visibility to the Ordering Activity.** Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- b) **Primary Focus of the Cloud Service (i.e. IaaS, etc.).** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
- c) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity's primary actual
- d) **consumer or operator of the service.** For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- e) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use

Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices. - IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting - The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.

Platform as a Service (PaaS)	Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application. • A complete platform can deploy an entire application. Complete platforms can be proprietary or open source • Partial platforms can deploy a component of an application which combined with other components make up the entire deployment • PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service • The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. • A limited range of configuration options for the platform service may be available. Examples of complete PaaS services include: • A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application, • a Windows .Net platform ready to deploy a .Net application, • A custom complete platform ready to develop and deploy a customer application in a proprietary language • A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform. PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include: • A database service ready to deploy a customer's tables, views and procedures, • A queuing service ready to deploy a customer's message definitions • A security service ready to deploy a customer's constraints and target applications for continuous monitoring The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function. Note that both the partial and complete PaaS examples all have two things in common: • They are software services, which offer significant core functionality out of the box • They must be configured with customer data and structures to deliver results As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.
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Software as a Service (SaaS)

Select a SaaS model for service based equivalents of software applications.

- SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting
- The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.

Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.

Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.

Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.

2) Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

Special Item No. 532420L: Leasing of new electronic equipment

Leasing of new electronic equipment. Includes the following lease types:
Lease to Ownership, and Lease with Option to Own

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIERS/SUPPORT EQUIPMENT
Lease of Products

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 1 Lease Terms and Conditions

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind

the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

- a. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212 -4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering

activity to ensure that maintenance is in effect for the Lease term for all products leased.

- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new

lease payments shall be computed.

- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

g. UPGRADES AND ADDITIONS

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 1. can be removed without causing material damage to the product;
 2. do not reduce the value of the product; and
 3. are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 1. were not leased from the Contractor, and
 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

- iii. Any additions that are not so removable will become the Contractor's property (lien free).

- iv. Leases of additions and upgrades must be co-terminus with that of the product.
- h. **RISK OF LOSS OR DAMAGE**
The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.
- i. **TITLE**
During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.
- j. **TAXES**
The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.
- k. **ADDITIONAL LEASE TERMS**
Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 2 Lease Terms and Conditions

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995
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52.227-14	Rights in Data-General	May 2014
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1. LEASING PRICE LIST NOTICE

- a. Contractors must include the following notice in their contract price list for SIN 532420L:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

2. STATEMENT OF ORDERING ACTIVITY INTENT

- a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM

- a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work.

Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

- b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. This cross fiscal year authority does not apply to multi-year leases.
- c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less

than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

- d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

4. LEASE TERMINATION

- a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
 - i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).
 - ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.
- c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

- d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
 - e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.
4. The following terms and conditions may be included.
- a. ASSIGNMENT OF CLAIMS
GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.
 - b. PEACEFUL POSSESSION AND UNRESTRICTED USE
In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.
 - c. COMMENCEMENT OF LEASE
The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.
 - d. INSTALLATION AND MAINTENANCE
 - i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.
- e. MONTHLY PAYMENTS:
- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a “base value” for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
 - ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets.
 - iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
 - iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
 - v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
 - vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.
- f. LEASE END/DISCONTINUANCE OPTIONS
- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

- iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

- g. UPGRADES AND ADDITIONS

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 1. can be removed without causing material damage to the product;
 2. do not reduce the value of the product; and
 3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 1. were not leased from the Contractor, and
 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

- iii. Any additions that are not so removable will become the Contractor's property (lien free).

- iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

Special Item No. 541370GEO: Earth Observation Solutions

Provides geospatial earth observation technologies, products, and services to include, but not limited to ground, satellite and aerial based sensor data and imagery; worldwide digital transmission, internet, data, and video services and products through various networks, platforms, and applications. Offerings include global coverage, imagery, archive storage and distribution, monitoring, basemaps (mosaics), and earth observation solutions for accurate, mission critical information for uses to include, but not limited to, environmental, agriculture, meteorology, forestry, fish & wildlife habitats, disaster response and recovery, defense, maritime, mapping, humanitarian support, transportation, and public safety.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D304 IT AND TELECOM-
TELECOMMUNICATIONS AND TRANSMISSION
IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING,



TIMESHARE, AND CLOUD COMPUTING

- IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION

- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Web-Based Subscription

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Other IT and Telecommunications Services

Special Item No. 54151: Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151ECOM: Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151S: Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Commercial Job Title: Consulting Engineer

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others



involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

Commercial Job Title: Information Architect

Minimum/General Experience: Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Project Manager

Minimum/General Experience: Has approximately 2 years of experience within information system project-oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large- scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting. complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large- scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting. complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Information Architect

Minimum/General Experience: Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices. **Functional Responsibility:** Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science

Commercial Job Title: Senior Project Manager



Minimum/General Experience: Has approximately 7 years' experience within information system project-oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Labor Category	August 2022 August 2023	August 2023 August 2024	August 2024 August 2025	August 2025 August 2026	August 2026 August 2027	August 2027 August 2028
	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Consultant Engineer	222.68	229.27	236.06	236.06	236.06	236.06
Information Architect	217.64	224.08	230.71	230.71	230.71	230.71
Project Manager	217.64	224.08	230.71	230.71	230.71	230.71
Senior Consulting Engineer	255.74	263.30	271.10	271.10	271.10	271.10
Senior Information Architect	278.49	286.73	295.21	295.21	295.21	295.21
Senior Project Manager	272.76	280.83	289.14	289.14	289.14	289.14



Special Item No. 561422: Automated Contact Center Solutions (ACCS)

ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: • Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

NOTE: Subject to Cooperative Purchasing

Special Item No. 611420: Information Technology Training

Includes training on hardware, software, cloud, and

other applicable systems. NOTE: Subject to

Cooperative Purchasing

FSC/PSC Class U012 EDUCATION/TRAINING-
INFORMATION TECHNOLOGY/TELECOMMUNICATIONS
TRAINING

Training Courses for Information Technology Equipment and Software

Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Maintenance Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a _(**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance service shall be in good operating condition.
 - i. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii. Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii. If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.
- 5) Maintenance Rate Provisions
- a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- i. Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
 - ii. After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii. Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.		

- a) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	%
Units	%
Units	%



INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a (**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance and/or service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions

- a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
 - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d) At the Ordering Activity Location (Within Established Service Areas)
 - i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones.
No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required

to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

f) Labor Rates

- i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.
- ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
- iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

*MINIMUM CHARGES INCLUDE FULL __HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision

- a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
- b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated __, at a Discount of ---- % from such listed prices.

Special Item No. 333429: 3D Printing Solutions and Additive Manufacturing Solutions

333249 Includes printers; ancillary equipment, technical services and supplies required to generate functional prototype images and printed objects. Equipment may include all classes and sizes of 3D Printers, laser imaging devices, post processing devices and ancillary accessories and software to produce functional items. Technical services include but are not limited to: 3D Printing and laser imaging to produce a digital file used to generate functional prototype images and printed objects. All types of consumables and other items related to this SIN are included.

Special Item No. 518210ERM: Electronic Records Management

518210ERM Electronic Records Management Solutions provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of electronic records. The vendor provides professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access, maintenance, control, storage, disposition, and transfer of electronic records. Includes any ancillary supplies and/or services necessary to provide a total electronic records management solution.

Vendor Certification for SIN 518210ERM –

For the purposes of the Schedule 36 Solicitation (3FNJ-C1-000001-B), eleven (11) specific elements of Electronic Records Management (ERM) Services have been identified. These 11 elements are fully defined and the corresponding requirements are identified in the Universal Electronic Records Management Requirements attachment to the solicitation. These requirements have been established and are administered by the National Archives & Records Administration (NARA).

Vendors may provide any combination of the 11 elements of ERM Services; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this certification. **Vendors should include a completed copy of this certification in their published GSA catalog to illustrate their ERM capabilities.**

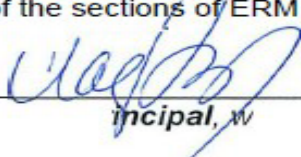
Carahsoft Technology Corp. 1860
Michael Faraday Drive Suite 100
Reston, VA 20190

Proposed Elements of Electronic Records Management Services:

[Select all that apply]

- ☐ Element 1 - Desktop Applications
- ☒ Element 2 - Electronic Messages
- ☒ Element 3 - Social Media
- ☐ Element 4 - Cloud Services
- ☐ Element 5 - Websites
- ☒ Element 6 - Digital Media (Photo)
- ☒ Element 7 - Digital Media (Audio)
- ☒ Element 8 - Digital Media (Video)
- ☐ Element 9 - Databases
- ☒ Element 10 - Shared Drives
- ☒ Element 11 - Engineering Drawings

Carahsoft Technology Corp. hereby certifies that we are capable of meeting all standards described in Solicitation -3FNJ-C1-000001-B and the Universal Electronic Records Management Requirements attachment for each of the sections of ERM Services we have proposed, as indicated above.


Principal, w

Vendor Certification for SIN 493110RM –

493110RM Includes capabilities to manage the movement, manipulation, archiving, security, and management of physical records, including any ancillary supplies and/or services necessary to provide a total physical records management solution.

Vendor Certification for SIN 3361E –

3361E Includes electric and autonomous vehicles and accessories.

ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

<https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-multiple-award-schedule-contract/authorized-dealers>

ATTACHMENT II – Contractor Team Arrangements

Schedule Contractors participating in a Contractor Team Arrangement must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

For the complete listing of Contractor Team Arrangements, please contact Carahsoft for details.

For the complete list of Commercial Supplier Agreements vetted and approved by GSA for inclusion into the GSA Schedule Contract, please see: <https://www.carahsoft.com/buy/gsa-schedule-contracts/approved-csas>

ATTACHMENT IV A – U.S. Government Adobe FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Adobe Category Management Offering addresses current OMB Memorandum's (M-16-04, M-16-12), Circular A-130, OFPP and, GSA Federal Cyber, electronic government and Category Management policy requirements.

The Adobe Data Centric Security and Electronic Signature Solutions provide the best-in-class technology to the federal government. Providing a streamlined avenue for agencies to acquire Adobe technology through category management will improve the acquisition and management of the proposed solutions.



The Adobe Enterprise Digital Rights Management Bundle provides a DRM solution to documents allowing only people with specific credentials the ability to apply persistent protection to sensitive documents and information. With this level of dynamic protection you can revoke and change permissions within a document regardless of document location and you can protect against potential fraudulent activity. In addition, you can perform certificate based digital signatures on PDF documents when used with Acrobat*.

SKU	Description	List Price	GSA Price	Discount Level 1 >\$5M Annual Spend*	Discount Level 2 >\$15M Annual Spend*	Discount Level 3 >\$20M Annual Spend*
210T-1423-DRM1	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 1: Up to 1,000 Users	\$405,600.00	\$367,623.29	8%	15%	30%
210T-1423-DRM2	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 2: Up to 5,000 Users	\$625,600.00	\$567,023.29	8%	15%	30%
210T-1423-DRM3	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 3: Up to 10,000 Users	\$1,251,200.00	\$1,134,046.58	8%	15%	30%
210T-1423-DRM4	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 4: Up to 25,000 Users	\$2,777,400.00	\$2,517,343.16	8%	15%	30%
210T-1423-DRM5	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 5: Up to 50,000 Users	\$5,554,800.00	\$5,034,686.32	8%	15%	30%

Adobe Consulting Services are required with the purchase of each bundle listed above. The recommended number of hours per bundle are listed below.

- 210T-1423-DRM1 – Up to 165 Hours
- 210T-1423-DRM2 – Up to 330 Hours
- 210T-1423-DRM3 – Up to 330 Hours
- 210T-1423-DRM4 – Up to 490 Hours
- 210T-1423-DRM5 – Up to 670 Hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the GSA Schedule Price.

***Discount Level Detail**

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$20,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the Adobe Fiscal Year which begins on December 1st. A full listing of eligible parent and sub agencies can be found on OPM.gov located [HERE](#).



In addition to the bundle pricing and discounts offered in the chart above, Carahsoft would like to offer the government additional discounts for all Adobe Experience Manager and Analytics software available on the GSA Schedule. Upon the purchase of any bundle listed above the ordering agency will receive 7% off any additional** Adobe Term licenses. The initial period of performance for all eligible Adobe Term Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis. The additional 7% discount for add on licenses will be offered so long as ordering agency has an active DRM Bundle Term License.

We are dedicated to providing the Enterprise Digital Rights Management solution to all federal agencies regardless of agency size. The Adobe team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

*Bundle requires supported version of Acrobat to be installed

**Additional discounts limited to Adobe Experience Manager and Analytics Software only, excludes services and training.

Adobe Digital Rights Management Bundle - Breakout

Product Description	1,000 User s Qty	5,000 User s Qty	10,000 User s Qty	25,000 User s Qty	50,000 User s Qty
Adobe Experience Manager Forms 6.2 – On Premise Term - Per Core - 12 Months	2	2	4	8	16
Adobe Experience Manager Document Security 6.2 – On Premise Term Minimum 1000 Recipients - Per Recipient - 12 Months	1,000	5,000	10,000	25,000	50,000
Adobe Insight Client License Per Named User (12 Month Term License)	1	1	2	4	8
Adobe Insight Reporting License - Per Server Add On (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe Insight Data Transformation Functionality - License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Insight Sensor License - Per Web Server (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe File Server Unit (FSU) License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Data Processing Unit (DPU) License - Per Server (Up To 500 Gb) (12 Month Term License)	1	1	2	4	8

Adobe Sign

Adobe Sign is licensed in two ways: by signature transaction and by seat. The discounts below apply to either licensing model. Pricing for the following Adobe Sign products purchased shall be in accordance with the established GSA price list/rate less the applicable guaranteed minimum discount percentages specified in the table below. Current GSA SKU's and licensing models for Sign eligible for discounts listed below are;

Licensing Model: Per Seat/User

SKU	Description	List Price	GSA Price
210-7041-ES	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Seat - Purchase Min 5 Seats Req (300 Transactions per Seat Included) - 12 Months	\$540.00	\$527.76

Licensing Model: Per Transaction

SKU	Description	List Price	GSA Price
210-7041-T	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Transaction 1-300 Transaction Purchase Req (Existing eSign Account Required) – 12 Months	540.00	\$527.76

Discounts are offered on a per total order basis as outlined in the table below:

Tier	Order Transaction Amount	Discount from GSA
Tier 1	\$25,000.00 - \$75,000.00	2%
Tier 2	\$75,000.01 - \$125,000.00	4%
Tier 3	\$125,000.01 - \$200,000.00	6%
Tier 4	\$200,000.01 - \$500,000.00	8%
Tier 5	\$500,000.01 +	10%

*Discounts are not cumulative.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Nutanix Hybrid Cloud Infrastructure Category Management Offering addresses requirements of the Data Center Optimization Initiative (DCOI) established in OMB Memorandum M-16-19 and fulfills the data center requirements of the Federal Information Technology Acquisition Reform (FITARA).

Federal customers to date have selected configurations of Nutanix software, hardware and maintenance across 42 different configurations and 1,000s of individual part numbers. Our goal here is to offer incentives in the form of solutions of the Nutanix software, hardware and maintenance bought 90% of the time with full capabilities to build a hybrid cloud infrastructure. We also considered which of these configurations purchased line up consistently with what type of deployment, labeling each solution as such.

Incentives:

To enable agencies to quickly stand up Hybrid Cloud Infrastructure and incent them to leverage lessons learned from other agencies that have built Shared Services with Nutanix. Carahsoft and Nutanix are offering four types of Hybrid Cloud Infrastructure solutions and are described in detail with corresponding incentives offers for each:

- Hybrid Cloud Infrastructure Pilot/Micro Agency Solution (Solution 1)
- Hybrid Cloud Infrastructure Base Solutions (Solutions 2-4)
- Hybrid Cloud Infrastructure Scale out Solutions (Solutions 5-8)
- Hybrid Cloud Software Defined Datacenter Solutions (Solutions 9-10)

SOLUTION 1

Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Description: Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Ideal agency investment to prove out Hybrid Cloud infrastructure, train administrators & have an entry point at minimum cost for pilots or micro agencies. Quantity one would be offered per agency/micro agency. Nutanix would also provide specific to workloads: test plans, summary of expected outcomes, federal customer references and a total cost of ownership economic study.

1. Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency

SKU	DESCRIPTION	LIST PRICE	GSA PRICE	Offer Price
422-HC-PLT- SLN	Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency	\$164,960.62	\$153,460.85	\$81,242.66

SOLUTIONS 2-4

Hybrid Cloud Infrastructure Base Solutions

Description: Hybrid Cloud Infrastructure Base Solutions

Hybrid Cloud Infrastructure Base Solutions with full Nutanix Hybrid Cloud Infrastructure capabilities 75% configured with descriptions that align with initial deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be

interested in advice to incent government Shared Service centers.

2. **Solution 2:** Hybrid Cloud Infrastructure base Solution - Nutanix Enterprise Block
3. **Solution 3:** Hybrid Cloud Infrastructure base Solution - Nutanix Branch Office Block
4. **Solution 4:** Hybrid Cloud Infrastructure base Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-B-ENT-SLN	Solution 2: Hybrid Cloud Infrastructure Base Solution - Nutanix Enterprise Block	\$225,305.74	\$209,635.52	\$203,376.78	\$202,437.65	\$200,559.39	\$198,681.14	\$186,083.36	\$184,205.10	\$181,387.72
422-HC-B-BRANCH-SLN	Solution 3: Hybrid Cloud Infrastructure Base Solution - Nutanix Branch Office Block	\$96,240.99	\$89,530.56	\$86,863.62	\$86,479.63	\$85,711.65	\$84,943.67	\$78,125.57	\$77,357.59	\$76,205.62
422-B-FLASH-SLN	Solution 4: Hybrid Cloud Infrastructure Base Solution - Nutanix High Performance Flash Block	\$523,995.56	\$487,682.63	\$473,062.67	\$470,727.78	\$466,057.99	\$461,388.20	\$444,603.14	\$439,933.35	\$432,928.67

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

See Workload Sizing Guide matrix below for the Solution number applied to enterprise workloads that are linear scalable. Therefore, multiples of sizing metrics can be matched to agency requirements per workload type to calculate ROMs. All sizing must be validated by Nutanix SEs, so workload mix on a single Nutanix Hybrid cloud infrastructure is considered.

SOLUTIONS 5-8

Hybrid Cloud Infrastructure Scale out Solutions

Description: Hybrid Cloud Infrastructure Scale out Solutions

Hybrid Cloud Infrastructure Scale out Solutions with full Nutanix hybrid cloud infrastructure capabilities 100% configured with descriptions that align with scale out deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.



5. **Solution 5:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Cold Storage Block](#)
6. **Solution 6:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Enterprise Block](#)
7. **Solution 7:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Branch Office Block](#)
8. **Solution 8:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix High Performance Flash Block](#)

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-SO-C-STOR-SLN	Solution 5 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Cold Storage Block	\$91,410.54	\$85,044.56	\$82,508.68	\$82,136.40	\$81,391.82	\$80,647.24	\$74,806.60	\$74,062.03	\$72,945.16
422-HC-SO-ENT-SLN	Solution 6 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Enterprise Block	\$314,851.08	\$292,959.55	\$284,210.40	\$282,890.76	\$280,251.48	\$277,612.20	\$260,612.75	\$257,973.47	\$254,014.55
422-HC-SO-BRANCH-SLN	Solution 7 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Branch Office Block	\$191,651.84	\$178,328.29	\$172,999.82	\$172,191.93	\$170,576.16	\$168,960.39	\$158,981.90	\$157,366.13	\$154,942.48
422-HC-SO-FLASH-SLN	Solution 8 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix High Performance Flash Block	\$1,002,953.80	\$933,507.02	\$905,495.87	\$900,960.76	\$891,890.56	\$882,820.35	\$856,174.52	\$847,104.31	\$833,499.00

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

SOLUTIONS 9-10

Hybrid Cloud Software Defined Datacenter Solutions

Description: Hybrid Cloud Software defined datacenter

Hybrid Cloud Software defined datacenter and Tactical platforms with Nutanix Hybrid Cloud Infrastructure capabilities, applicable to a strategy where it is ideal to source validated and Nutanix supported hardware infrastructure separately from the Nutanix software. Nutanix would consider cumulative per year volume incentive, starting over annually.

9. **Solution 9:** Hybrid Cloud Software defined datacenter Solution – 4 node software only enterprise
10. **Solution 10:** Hybrid Cloud Tactical infrastructure software Solution – 8 node software only tactical

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4
422-HC-SW-TACT-SLN	Solution 9 Hybrid Cloud Software defined datacenter Solution	\$81,600.00	\$79,967.76	\$74,419.20	\$73,603.20	\$72,787.20	\$71,563.20
422-HC-SW-SSERV-SLN	Solution 10 Hybrid Cloud Tactical Infrastructure Software Solution	\$163,200.00	\$159,935.52	\$148,838.40	\$147,206.40	\$145,574.40	\$143,126.40

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$500,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$1,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$2,000,000.00
- Level 4 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00

Sizing is specific to Nutanix partner hardware platforms and available upon request from Nutanix systems engineers. All Nutanix validated and supported partner hardware platforms build and deploy systems by node count. Eight and four node solutions were selected because that is the full scale out configuration of the individual partner hardware platforms for enterprise and tactical solutions.

Nutanix Software capabilities that are included with each of the solutions to enable the Nutanix Hybrid Cloud infrastructure regardless of whether the hardware is procured from Nutanix or separately from a Nutanix certified and supported hardware vendor:

Webscale hyper converged architecture, Nutanix Acropolis application mobility fabric, Acropolis distributed storage fabric, PRISM Enterprise management, Acropolis hypervisor, Acropolis file services, Acropolis block services, Acropolis Container services, Nutanix Cloud Connect, Shared Service self-service portal, data locality, data tiering, compression, de-duplication, security hardening, security control monitoring, security control breach automated remediation, NIST security control documentation for ATO, 1 year HW and SW maintenance including all software updates with 24x7x365 phone support - 4 hr response with non-returned disk service.

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum

Introduction

Veritas Enterprise Data Management empowers government departments, on the federal and local level, to combine key capabilities from a family of solutions that reduces complexity, streamlines operations, and empowers agencies to recognize enormous business value.

With Veritas Enterprise Data Management solutions, federal agencies can have the insight and availability they need to understand what information they have, know how to keep it protected, and realize what they should delete. This leads to the best possible return on information (ROI): the ability to gain better visibility and insight into unstructured data and to control, store, and protect citizen information.

SOLUTIONS

Enterprise Data Management Solutions

Carahsoft will provide the following Veritas Enterprise Data Management Solutions through the GSA Schedule at the following discount options.

Product Family	Description/Business Value
360 DATA MANAGEMENT	Veritas 360 Data Management offerings provide data visibility, compliance readiness, business continuity, data protection and recoverability, while maintaining data/workload portability and storage optimization All product SW/HW components are included *See Bundle Information on page
DATA INSIGHT	Veritas Data Insight helps organizations improve unstructured data governance to reduce costs, reduce risk, and achieve compliance through actionable intelligence into data ownership, usage, and access controls All product SW components
EDISCOVERY	From ECA and keywords to concepts and TAR, Veritas' eDiscovery Platform provides the ultimate analysis toolkit for isolating potentially relevant items, revealing context, and prioritizing what's most important 8100/8200 APPLIANCES, Collector SW all included
EV 247	EV 247 frees customers from the overheads of owning, running, or managing email and file archives by leveraging Microsoft Azure cloud platforms, powered by the world's leading archiving technology. This is a cloud platform, software archiving solution, and managed service all in one All product SW components, cloud storage, and management fees are included
INFOSCALE	Veritas InfoScale minimizes downtime by providing high availability and disaster recovery over any distance for your critical business services, including individual databases, custom applications, and complex multitier applications across physical and virtual environments All product SW components included

Enterprise Data Management Platform – Aggregate (Both Product & Services) Agency Spend with Initial Enterprise Support and Service Option from Below	Discount Level 1 >\$3M Annual Spend*	Discount Level 2 >\$8M Annual Spend*	Discount Level 3 >\$15M Annual Spend*
	2%	5%	10%

One of the following Veritas Consulting Services are strongly recommended with the purchase of each product family listed above. The Service Descriptions and recommended number of hours per family is listed below:

Service Option	Service Personnel	Service Description
1	Business Critical Services Assist (BCS) – Proactive Product Account Management	Business Critical Services (BCS) Assist. Provides a designated, accountable Business Critical Coordinator (BCC) to oversee, support delivery, and assist with case management and escalations during local business hours for rapid response, priority queuing, helps ensure preventable issues don't recur (through quarterly reporting), and that solutions and recommendations are documented for future reference.

2	Remote Product Specialist (RPS) - On- Call, Dedicated Specialist	Remote Product Specialists (RPS). Get your mission critical application up and running as quickly as possible in the event of an issue or an unplanned outage. Includes an assigned, advanced level product expert to personalize your support experience and ensure priority call queuing.
3	On-Site Business Critical Engineer (BCE) - On-Site Resource	A Business Critical Engineer (BCE). Optimizes the Veritas environment. The BCE can minimize downtime by identifying potential issues before they impact performance and help optimize solutions so that each product feature is used fully to maximize the value from your software investment

Recommended Minimum by Discount Level – Services Only

Aggregate Revenue for Agency	Services Discount Level	Recommended Service Options		
		BCS	RPS	BCE Consultant FTE = 2040 hrs
\$0 - \$8M	Discount Level 1 (2%)	1 / per product	1/ per product	500 Hours
\$8M - \$15M	Discount Level 2 (5%)	1 / per product	1 / per product	1,020 Hours
>\$15M	Discount Level 3 (10%)	2 / per product	2 / per product	2,040 Hours

SUPPORT SKUs for NetBackup

For any agency with NetBackup currently installed or with the initial purchase of NetBackup, premier services offerings are available through the following bundles on the Carahsoft GSA. Offered skus are inclusive of Netbackup licensing, estimated service hours below, and either a SW or HW based Netbackup appliance.

As a rule of thumb, Veritas and Carahsoft recommend the following estimates of service hours in support of our software installations. These estimates are based on Front End TB count of the backup environment:

- < 100TB – 80 hours
- 101-250TB – 120 hours
- 250-500TB – 180 hours
- > 500TB – 240 hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the full GSA Schedule price.

Per Agency Aggregate Spend Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$3,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$8,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the *Veritas Fiscal Year which begins on April 1st*. A full listing of eligible parent and sub agencies can be found in the Appendix.

The initial period of performance for all support/maintenance contracts that come with eligible Veritas Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis.



We are dedicated to providing the Enterprise Data Management solutions to all federal agencies regardless of agency size. The Veritas team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing Blanket Purchase Agreements or contracts that an agency may have in place with Carahsoft or an authorized Veritas/Carahsoft reseller.

For the full pricelist table please use the following link:

https://www.carahsoft.com/application/files/4615/4418/8823/VERITAS_TC_TABLE.pdf

ATTACHMENT V – Approved IT Manufacturers

Approved IT Manufacturers:

Please reference GSA eLibrary:

<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=47QSWA18D008F&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES>



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

carahsoft.

TO: Chris Plank
NDR Grant Manager
City of Minot
515 2nd Ave SW
Minot, ND 58701 USA

FROM: Brooke Johnson
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: chris.plank@minotnd.gov

EMAIL: Brooke.Johnson@carahsoft.com

PHONE: (701) 857-1553

PHONE: (571) 662-3392

FAX: (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 51358964
QUOTE DATE: 11/13/2024
QUOTE EXPIRES: 11/20/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$711.26
TOTAL QUOTE: \$711.26

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	200012669	Lightning Platform - Unlimited Edition (Administrator) Salesforce.com, Inc. - 200012669 Start Date: 11/20/2024 End Date: 09/23/2025		\$711.26	GSA 1	\$711.26
SUBTOTAL:						\$711.26
TOTAL PRICE:						\$711.26
TOTAL QUOTE:						\$711.26

Chris Plank



TO: Mayor Ross
Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: November 18, 2024

SUBJECT: 2024 SANITARY SEWER REHABILITATION - FINAL PAYMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment for the 2024 Sanitary Sewer Rehabilitation Project to Strata Corporation in the amount of \$103,229.51.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Each year, the Sewer Department budgets funds for sanitary sewer replacement in areas where old mains are in poor condition. The proposed improvements are necessary because of increasing maintenance costs over the past several years in this area.

B. Proposed Project

Work for this project will be on Beacon Street from 7th Avenue SW to 9th Avenue SW. The sanitary sewer has collapsed in places and is rather shallow. The watermain and sanitary sewer main are located only two to three feet apart which is much less than the required ten feet and the watermain is cast iron pipe that has exceeded its useful life. This project will lower the sanitary sewer as much as possible and provide additional separation between the watermain and sanitary sewer. The project will also eliminate all unnecessarily long service lines.

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

Project Costs

Contractor's Low Bid	\$610,807.00
<u>Net Change</u>	<u>\$53,247.66</u>
Final Construction Cost	\$664,054.66

The project had a change orders for conflicting storm sewer, delay time, installing an additional valve, etc. as well as quantity overrun on concrete curb and gutter due to its poor condition.

Project Funding

Funding was included in the 2024 Sewer Rehabilitation Maintenance account and will utilize remaining project funds from the 2024 watermain replacement project. A proposed budget amendment is attached to reallocate the funds appropriately.

VI. ALTERNATIVES
N/A

Contractor's Application for Payment

Owner: <u>City of Minot</u>	Owner's Project No.: <u>4818</u>																								
Engineer: <u>Public Works Department</u>	Engineer's Project No.: <u>4818</u>																								
Contractor: <u>Strata Corporation</u>	Contractor's Project No.: <u>224506</u>																								
Project: <u>2024 Sanitary Sewer Rehabilitation</u>																									
Contract: <u>2024 Sanitary Sewer Rehabilitation</u>																									
Application No.: <u>6</u> Application Date: <u>10/17/2024</u>																									
Application Period: From <u>9/26/2024</u> to <u>10/17/2024</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">1. Original Contract Price</td><td style="width: 40%; text-align: right;">\$ 610,807.00</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 53,247.66</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 664,054.66</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 664,054.66</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>0%</u> X \$ 664,054.66 Work Completed</td><td style="text-align: right;">\$ -</td></tr><tr><td> b. <u> </u> X \$ - Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ -</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 664,054.66</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 664,054.66</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ -</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4)</td><td style="text-align: right;">\$ -</td></tr></table>		1. Original Contract Price	\$ 610,807.00	2. Net change by Change Orders	\$ 53,247.66	3. Current Contract Price (Line 1 + Line 2)	\$ 664,054.66	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 664,054.66	5. Retainage		a. <u>0%</u> X \$ 664,054.66 Work Completed	\$ -	b. <u> </u> X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ -	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 664,054.66	7. Less previous payments (Line 6 from prior application)	\$ 664,054.66	8. Amount due this application	\$ -	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -
1. Original Contract Price	\$ 610,807.00																								
2. Net change by Change Orders	\$ 53,247.66																								
3. Current Contract Price (Line 1 + Line 2)	\$ 664,054.66																								
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 664,054.66																								
5. Retainage																									
a. <u>0%</u> X \$ 664,054.66 Work Completed	\$ -																								
b. <u> </u> X \$ - Stored Materials	\$ -																								
c. Total Retainage (Line 5.a + Line 5.b)	\$ -																								
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 664,054.66																								
7. Less previous payments (Line 6 from prior application)	\$ 664,054.66																								
8. Amount due this application	\$ -																								
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: <u>Strata Corporation</u>																									
Signature: <u>Kelvin Pule</u>	Date: <u>11-14-24</u>																								
Recommended by Engineer	Approved by Owner																								
By: _____	By: <u>Veronica M. Meyer</u>																								
Title: _____	Title: <u>Senior Project Manager</u>																								
Date: _____	Date: <u>11/14/24</u>																								
Approved by Funding Agency																									
By: _____	By: _____																								
Title: _____	Title: _____																								
Date: _____	Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4818
Engineer:	Public Works Department	Engineer's Project No.:	4818
Contractor:	Strata Corporation	Contractor's Project No.:	
Project:	2024 Sanitary Sewer Rehabilitation		
Contract:	2024 Sanitary Sewer Rehabilitation		

Application No.: 6		Application Period:		From 09/26/24 to 10/17/24		Application Date: 10/17/24					
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information			Work Completed			Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (L - J) (\$)
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)			
Original Contract											
1	CONTRACT BOND	1.00	LS	5,200.00	5,200.00	1.00	5,200.00		5,200.00	100%	-
2	MOBILIZATION	1.00	LS	65,000.00	65,000.00	1.00	65,000.00		65,000.00	100%	-
3	TRAFFIC CONTROL	1.00	LS	8,000.00	8,000.00	1.00	8,000.00		8,000.00	100%	-
4	EROSION CONTROL	1.00	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
5	TEMPORARY WATER SERVICE	1.00	LS	12,000.00	12,000.00	1.00	12,000.00		12,000.00	100%	-
6	REMOVE CURB & GUTTER	130.00	LF	40.00	5,200.00	483.00	19,320.00		19,320.00	372%	(14,120.00)
7	REMOVE CONCRETE SIDEWALK	30.00	SY	60.00	1,800.00	77.21	4,632.60		4,632.60	257%	(2,832.60)
8	REMOVE CONCRETE DRIVEWAY PAVEMENT	18.00	SY	60.00	1,080.00	20.00	1,200.00		1,200.00	111%	(120.00)
9	REMOVE BITUMINOUS PAVEMENT	1,400.00	SY	12.00	16,800.00	1,400.00	16,800.00		16,800.00	100%	-
10	REMOVE CURB STOP	10.00	EA	500.00	5,000.00	11.00	5,500.00		5,500.00	110%	(500.00)
11	REMOVE GATE VALVE	1.00	EA	600.00	600.00	1.00	600.00		600.00	100%	-
12	REMOVE HYDRANT	1.00	EA	1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-
13	REMOVE MANHOLE	2.00	EA	1,800.00	3,600.00	2.00	3,600.00		3,600.00	100%	-
14	REMOVE PIPES ALL TYPES & SIZES	1,241.00	LF	32.00	39,712.00	800.00	25,600.00		25,600.00	64%	14,112.00
15	IMPORTED BACKFILL	60.00	CY	45.00	2,700.00		-		-	0%	2,700.00
16	4" SCH-40 SEWER LATERAL	85.00	LF	120.00	10,200.00	65.00	7,800.00		7,800.00	76%	2,400.00
17	8" SCHEDULE 40 SANITARY SEWER PVC	543.00	LF	105.00	57,015.00	543.00	57,015.00		57,015.00	100%	-
18	12" SCHEDULE 40 SANITARY SEWER PVC	20.00	LF	250.00	5,000.00	20.00	5,000.00		5,000.00	100%	-
19	DEAD END POO PIT (CITY SUPPLIED)	3.00	EA	3,500.00	10,500.00	3.00	10,500.00		10,500.00	100%	-
20	PASS THROUGH POO PIT (CITY SUPPLIED)	1.00	EA	4,200.00	4,200.00	1.00	4,200.00		4,200.00	100%	-
21	6" PVC CS90 WATERMAIN	32.00	LF	150.00	4,800.00	32.00	5,120.00		5,120.00	100%	-
22	8" PVC CS90 WATERMAIN	560.00	LF	110.00	61,600.00	560.00	61,600.00		61,600.00	100%	-
23	WATER SERVICE PIPE - 1"	205.00	LF	120.00	24,600.00	205.00	24,600.00		24,600.00	100%	-
24	CURB STOP - 1"	10.00	EA	1,850.00	18,500.00	11.00	20,350.00		20,350.00	110%	(1,850.00)
25	5" HYDRANT	2.00	EA	8,600.00	17,200.00	2.00	17,600.00		17,600.00	100%	-
26	6" GATE VALVE BOX & RISER	2.00	EA	3,800.00	7,600.00	2.00	7,600.00		7,600.00	100%	-
27	8" GATE VALVE BOX & RISER	3.00	EA	4,800.00	14,400.00	3.00	14,400.00		14,400.00	100%	-
28	INSULATION BOARD	200.00	CF	20.00	4,000.00	65.00	1,300.00		1,300.00	33%	2,700.00
29	FITTINGS	604.00	LB	25.00	15,100.00	604.00	15,100.00		15,100.00	100%	-
30	75 RECONNECT WATER SERVICES ALL TYPES & SIZES	13.00	EA	1,600.00	20,800.00	13.00	20,800.00		20,800.00	100%	-
31	75 RECONNECT Sanitary SERVICES ALL TYPES & SIZES	12.00	EA	1,200.00	14,400.00	12.00	14,400.00		14,400.00	100%	-
32	77 CONNECT TO EXISTING WATERMAIN	3.00	EA	3,500.00	10,500.00	3.00	10,500.00		10,500.00	100%	-
33	78 CONNECT TO EXISTING SANITARY SEWER	2.00	EA	3,000.00	6,000.00	2.00	6,000.00		6,000.00	100%	-
34	TOPSOIL - IMPORT	10.00	CY	150.00	1,500.00	14.27	2,140.50		2,140.50	143%	(640.50)
35	CONCRETE CURB & GUTTER	130.00	LF	75.00	9,750.00	483.00	36,225.00		36,225.00	372%	(26,475.00)
36	4" CONCRETE SIDEWALK	75.00	SY	120.00	9,000.00	118.54	14,224.80		14,224.80	158%	(5,224.80)
37	6" CONCRETE SIDEWALK	15.00	SY	155.00	2,325.00	16.53	2,624.15		2,624.15	113%	(239.15)
38	DETECTABLE WARNING PANELS	42.00	SF	100.00	4,200.00	40.00	4,000.00		4,000.00	95%	200.00
39	CONCRETE DRIVEWAY PAVEMENT	18.00	SY	165.00	2,970.00	18.00	2,970.00		2,970.00	100%	-
40	12 INCH SUBGRADE PREPARATION	1,400.00	SY	4.00	5,600.00	1,400.00	5,600.00		5,600.00	100%	-
41	GEOSYNTHETIC MATERIAL, R1	1,400.00	SY	3.50	4,900.00	1,400.00	4,900.00		4,900.00	100%	-

[illegible]

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE SEWAGE PUMPING SEWER REHABILITATION EXPENDITURES AND DECREASE THE WATER DISTRIBUTION WATERMAIN MAINTENANCE EXPENDITURES FOR THE FINAL PAYMENT ON THE 2024 SANITARY SEWER REHABILITATION PROJECT.

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

- §1: Amend the 2024 annual budget to increase the sewage pumping sewer rehabilitation expenditures and decrease the water distribution watermain maintenance expenditures for the final payment on the 2024 sanitary sewer rehabilitation project:

14061000-44501		(\$53,248)
14062000-44502		53,248

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

RESOLUTION NO. 3849

A RESOLUTION ESTABLISHING A 2025 REGULAR MEETING SCHEDULE FOR THE MINOT CITY COUNCIL AND MINOT PLANNING COMMISSION

2025 REGULAR STANDING MEETING SCHEDULE

City Council: 5:30 pm, Council Chambers
Planning Commission: 5:30 pm, Council Chambers

Generally, the City Council meets on the first and third Mondays of each month at 5:30 p.m. in City Council Chambers. Any deviations from this schedule are noted on the schedule below. The City Council Chambers are located at Minot City Hall (10 3rd Ave SW, Minot ND 58701). City Council agenda items must be submitted to the City Clerk's office by end of day on the Wednesday immediately preceding the City Council meeting.

The Planning Commission meets on the first Tuesday of each month at 5:30 p.m. in City Council Chambers. Any deviations from this schedule are noted on the schedule below. The City Council Chambers are located at Minot City Hall (10 3rd Ave SW, Minot ND 58701). The Planning Commission's official schedule is available <https://www.minotnd.org/232/Applications> and includes deadlines for submission of planning applications to the Planning Department.

JANUARY

6 City Council
21 City Council (Tuesday)
7 Planning

FEBRUARY

3 City Council
18 City Council (Tuesday)
4 Planning

MARCH

3 City Council
17 City Council
4 Planning

APRIL

7 City Council
21 City Council
1 Planning

MAY

5 City Council
19 City Council
6 Planning

JUNE

2 City Council
16 City Council
3 Planning

JULY

7 City Council
21 City Council
1 Planning

AUGUST

4 City Council
18 City Council
5 Planning

SEPTEMBER

2 City Council (Tuesday)
15 City Council
3 Planning (Wednesday)

OCTOBER

6 City Council
20 City Council
7 Planning

NOVEMBER

3 City Council
17 City Council
4 Planning

DECEMBER

1 City Council
15 City Council
2 Planning

Passed and adopted this 18th day of November, 2024.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor

2023

January						
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Holidays Observed
 Council Meeting Dates
 Agenda Items Due
 Agenda Post Dates
 Planning Meeting

2024

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Holidays Observed
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2025

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 Agenda Post Dates
 Planning Meeting



MINOT PLANNING COMMISSION

OFFICIAL 2025 MEETING SCHEDULE

Regular meetings usually take place on the first Tuesday of every month at 5:30 p.m. in City Council Chambers at Minot City Hall.

Applications must be complete and include payment of all fees by the deadline to secure placement on the next available Planning Commission meeting agenda.

<u>Application Deadline (3:00 pm)</u>	<u>Planning Comm. Meeting Date</u>	<u>City Council Meeting Date**</u>
Monday, December 2, 2023	Tuesday, January 7	Tuesday, January 21
Monday, December 30, 2023	Tuesday, February 4	Tuesday, February 18
Monday, January 27	Tuesday, March 4	Monday, March 17
Monday, February 24	Tuesday, April 1	Monday, April 7 or 21
Monday, March 31	Tuesday, May 6	Monday, May 19
Monday, April 28	Tuesday, June 3	Monday, June 16
Tuesday, May 27	Tuesday July 1	Monday, July 7 or 21
Monday, June 30	Tuesday, August 5	Monday, August 18
Tuesday, July 29	Wednesday, September 3*	Monday, September 15
Tuesday, September 2	Tuesday, October 7	Monday, October 20
Monday, September 29	Tuesday, November 4	Monday, November 17
Monday, October 27	Tuesday, December 2	Monday, December 15

*Meeting is on the following day due to a scheduling conflict with a City Council meeting or holiday.

** This is the date of the first reading. Rezones, Ordinance Amendments, and Annexations require a second reading at City Council, which will take place at the following City Council Meeting.



TO: Mayor Ross
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: November 18, 2024

**SUBJECT: APPROVE JOB DESCRIPTION FOR CONTRACT COMPLIANCE
OFFICER AND COORDINATOR**

I. RECOMMENDED ACTION

It is recommended City Council approve the job description for a Contract Compliance Officer and Coordinator.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The City has maintained a position to monitor compliance with federal grants for several years. The position has experienced turnover a number of times in the last two years and has been a difficult position to fill due to the specialized skills required. In addition, these grants are nearing close-out, which will impact the duties/workload of this position.

The City has made an effort in recent years to formalize the contracting process to ensure that all applicable regulations are adhered to and to protect the interests of the City.

B. Proposed Project

The proposed project would change the Grant Compliance Coordinator position to a Contract Compliance Officer and Coordinator that will report to the Comptroller.

C. Recommendation Detail

It is recommended City Council approve the job description for a Contract Compliance Officer and Coordinator that will report to the Comptroller and authorize staff to advertise and fill the vacant position.

IV. IMPACT

A. Aspirations

This proposed change meets the Council's aspiration of Excellent & Connected as we review vacant positions to better meet the City's operating needs and improve business processes while also safeguarding the City's interests.

B. Service/Delivery Impact:

Rationale for the Change:

Evolving Responsibilities - The responsibilities and needs of the Finance department have shifted significantly. The workload for grant compliance will be reduced as we close out the large CDBG-DR/NDR grants. The demand for thorough contract review and management, however, has grown considerably due to the increased volume and complexity of contracts the City enters into. Much of the work done by the Grant Compliance Coordinator involves contracting and monitoring compliance.

Enhanced Efficiency - By transitioning to a Contract Compliance Officer and Coordinator, we aim to streamline our processes and ensure that all contracts are meticulously reviewed, negotiated, and managed. This change is expected to improve our efficiency and reduce legal and financial risks associated with contractual obligations.

Strategic Focus - The new role will focus on comprehensive contract oversight, ensuring that all agreements align with the City's strategic goals and legal requirements. This position will play a crucial role in safeguarding the City's interests and fostering sustainable partnerships.

Key Responsibilities of the Contract Review Officer:

Reviewing and negotiating contracts to ensure compliance with city policies and legal standards.

Assist departments in managing contract renewals and amendments.

Collaborating with departments to understand their contract needs and provide guidance.

Assisting departments in monitoring contract performance and ensuring all parties adhere to agreed terms.

Identifying and mitigating risks associated with contracts.

C. Fiscal Impact

This position is currently being funded through the administration portion of the CDBG-DR/NDR grants. As we close out those grants, the funding will need to be funded from other City funds.

Project Costs

There is no anticipated increase in costs associated with the job description change.

Project Funding

Funding will be 90% from CDBG-DR/NDR funds and 10% from CDBG Entitlement Funds.

VI. ALTERNATIVES

The alternative would be to leave the job description unchanged and try to find a candidate with the required specialized skillset and talents.

CONTRACT COMPLIANCE OFFICER AND COORDINATOR

DEPARTMENT:	Finance	REPORTS TO:	Comptroller
FLSA STATUS:	Exempt	DIRECT REPORTS:	NA
PAY GRADE:	62	DATE REVISED:	11/18/2024 Fina Draft

NATURE OF WORK

In the role of Contract Compliance Officer/Coordinator, the employee will coordinate, monitor and review activities of outside agencies and vendors, to ensure compliance with federal regulatory requirements for contracts funded by federal, state and local dollars. Compliance review will also include contracts funded by Community Development Block Grant monies where the employee will work in conjunction with the Internal Auditor and the Finance Department. Work is performed under the direction of the Comptroller.

ESSENTIAL FUNCTIONS OF WORK (May not include all of the duties performed.)

Coordinates activities for preparing contracts, reviewing contract provisions and monitoring contract compliance.

Determines the necessity for amendments or extension of existing contracts. Reviews charges assessed by contractors and vendors in the performance of services.

Prepares and coordinates the procurement of bids, proposals and evaluates responses.

Develops the Procurement Acquisition Lead Time (PALT) flowchart (stages and milestones) for prospective acquisitions. Coordinates with functional departments to ensure compliance with the PALT (which is subject to change based upon the acquisition complexity, projected award amount, New Contract vs. Exercise of Option, and PALT Stage).

Evaluate existing acquisitions/procurements for performance, efficiency, value, and continuing need. Reviews and evaluates contract performance requirements for completeness, accuracy, efficiency, value, and continuing need.

Prepares appropriate metrics and reports for management review and oversight.

Provides technical assistance to evaluate, clarify and standardize contract terminology and procedures.

Consults with management regarding contracts, departmental issues, problems and related matters. May assist management with contract negotiations, terminations and re-negotiations.

Provides oversight to ensure contract fulfillment obligations.

Performs other duties of a comparable level/type as required.

Trains department Contracting Representatives to review requisition package for adequacy, consistency, and compliance with City of Minot procurement policy and associated standardized administrative and procedural requirements.

CONTRACT COMPLIANCE OFFICER AND COORDINATOR (continued)

REQUIREMENTS OF WORK

Demonstrated knowledge of compliance related to government programs, best practices, and regulatory requirements and issues.

Demonstrated ability to think strategically and to proactively manage implementation of specific initiatives.

Ability to ensure contract administration procedures and techniques are adhered to,

Ability to independently research, understand and apply regulatory requirements.

Ability to adapt in a dynamic and high-growth environment.

Ability to draft regulatory policies and procedures.

Familiarity with contract negotiation procedures and techniques.

Familiarity of basic accounting principles and practices.

Detail-oriented, organized and able to manage multiple priorities effectively in a fast-paced work environment.

Strong analytical and problem-solving skills.

Strong verbal communication skills.

Able to write clearly for the general workforce, governmental agencies and outside vendors.

Works well both independently and in a dynamic team environment.

Works with other departments to promote collaborative relationships.

DESIRED MINIMUM TRAINING AND EXPERIENCE

Bachelor's degree in Business Administration, Management, Accounting or a related field is desired along with a minimum five years of experience in a highly regulatory environment or setting.

NECESSARY SPECIAL REQUIREMENTS

Possession of a valid North Dakota driver's license within one month of appointment.

PHYSICAL REQUIREMENTS

Work is performed primarily in an indoor environment; Frequently requires sitting for long periods, up to 8 hours and ability to lift up to 20 lbs.; occasionally requires standing and walking for long periods, up to 4 hours; Constantly requires clarity of speech and hearing that permits the employee to communicate effectively; Constantly requires clear vision to read printed materials and computer screen to accomplish work; Constantly requires repetitive movement of the wrists, hands, and/or fingers.



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: November 18, 2024

SUBJECT: APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

I. RECOMMENDED ACTION

It is recommended City Council approve the October 2024 general accounts receivable write-off.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The Finance Department is working on an overhaul of all policy documents to modernize and align them with current practices. Many of our current policies cite our legacy software system and procedures that are no longer in practice due to business process improvements made during the implementation of the new ERP system. The General Accounts Receivable Policy was adopted by City Council on July 1, 2024. Within that policy is a requirement for City Council to approve any accounts receivable write-offs in excess of \$2,500.00. The Finance Department will bring a summary of these write-offs to City Council on a monthly basis for administrative approval.

B. Proposed Project

N/A

C. Recommendation Detail

It is recommended the City Council approve the October 2024 general accounts receivable write-off for a clerical mistake in a grant reimbursement.

IV. IMPACT

A. Aspirations

The adoption of our General Accounts Receivable Policy is meeting the City Council's aspiration of Excellent & Connected. In accordance with

Generally Accepted Accounting Principles (GAAP), this policy was adopted to remain fiscally responsible and align with industry best practices.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

There is no fiscal impact related to this write-off as it relates to a charge completed in error over the maximum grant amount.

VI. ALTERNATIVES

N/A



General Accounts Receivables Write-Offs

October 2024

Pursuant to the General Accounts Receivable Policy adopted by City Council on July 1, 2024, the following write-offs were completed that exceeded the \$2,500.00 threshold requiring City Council approval:

Customer #	Customer	Invoice #	Write-Off Amount	Reason for Write-Off
9296	State of North Dakota	20368	43,899.81	Charged in error for Federal Railroad Administration Grant - accidentally charged over maximum grant amount
			<u>\$ 43,899.81</u>	

Respectfully submitted,

David Lakefield, CPA

Finance Director

10 3rd Ave SW Minot, ND 58701

(701)-857-4784



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: November 18, 2024

**SUBJECT: CONTRACT EXTENSION - AIRPORT FIRE ALARM CONTROL PANEL
INSTALLATION**

I. RECOMMENDED ACTION

It is recommended City Council authorize a 30-day extension to the original service agreement and authorize the Mayor to execute the extension.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The terminal building was constructed in 2016. The building's fire alarm panel is not currently operating at full capability due to a malfunctioning control panel that is now considered obsolete. The City advertised for bids and awarded the contract to Main and Holmes Electric, Inc. on August 5, 2024 with a completion date of November 21, 2024.

B. Proposed Project

Due to supply chain constraints in obtaining the necessary parts for the project, the timeline set forth in the service agreement is no longer attainable. Although the contractor has procured all necessary parts and equipment, delays in the supply chain and the need to coordinate with subcontractors will push the project right up against the contract completion date. A 30-day extension to December 21, 2024, will be sufficient time for the contractor to complete the project.

C. Recommendation Detail

City staff recommends a 30-day extension to December 21, 2024, be granted to accommodate the unforeseen challenges with the supply chain. The recommended timeframe is agreeable to both the contractor and airport staff.

IV. IMPACT

A. Aspirations

Safe and welcoming

B. Service/Delivery Impact:

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

C. Fiscal Impact

The delay in the commencement date will pose no additional fiscal impacts to the City.

VI. ALTERNATIVES

1. City Council could recommend that this project continue as originally scheduled, causing the potential for inadequate parts and inadequate time for installation of a necessary life safety system.
2. City Council could recommend that this project be postponed or denied, resulting in a delay for repairs and the potential for future failure of the Airport's fire alarm control panel system.
3. City Council could recommend the staff rebid the project, resulting in delays to the repairs.

SERVICES AGREEMENT
City of Minot and Main Electric Construction Inc.

This Agreement is entered into on this 23 day of August, 2024, by and between the City of Minot (hereinafter "City") and Main Electric Construction Inc. (hereinafter "Provider").

WHEREAS, the City desires to hire Provider and to pay a not to exceed amount of \$146,816.00 for the costs of Services.

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

1. Term. The term of this Agreement shall be ninety (90) days from commencement date.
Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Provider agrees to provide the services outlined in Quote for Minot International New Fire Alarm Control Panel/System and Installation .
3. Reports. Upon execution of agreement,, Provider shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the obligations outlined in City of Minot Bid Proposal of this Agreement.
4. Compensation. City shall pay Provider for its services hereunder compensation of \$146,816. Payment shall be made within 30 days upon completion of the work, but only after receipt of an invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the work completed to-date prorated to the date of termination.
5. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.
6. Termination.
 - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
 - b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
 - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:

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

City:	Provider:
City of Minot	Main Electric Construction Inc
c/o Minot International airport	
P.O. Box 5006	2626 Valley Street
Minot, ND 58702	Minot, ND 58701

8. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
9. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 6(c) of this Agreement.
10. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.

11. Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
12. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
13. Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$1,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).
14. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.

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

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

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

CITY OF MINOT, NORTH DAKOTA



Thomas Ross
Mayor



David Lakefield
Finance Director

INSERT



AUTHORIZED REPRESENTATIVE
Main Electric



**FIRST AMENDMENT TO FIRE ALARM CONTROL PANEL/SYSTEM SERVICES
AGREEMENT, INITIALLY ENTERED INTO BY AND BETWEEN CITY OF MINOT AND
MAIN ELECTRIC CONSTRUCTION INC. ON AUGUST 23, 2024**

THIS FIRST AMENDMENT to the Fire Alarm Control Panel/System Services Agreement is made and entered into effective November ____, 2024 ("Amendment Effective Date") and is by and between the City of Minot (City) and Main Electric Construction Inc. (Main Electric). Throughout this Amendment, the City and Main Electric shall be collectively referred to as "the Parties", and each a "Party".

WHEREAS, the City of Minot entered into a services agreement with Main Electric on August 23, 2024, with a term of ninety (90) days expiring on November 21, 2024; and

WHEREAS, the parties now desire to amend the services agreement to extend the term of the agreement established in paragraph 1. (Term.) by thirty (30) days; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date first written above:

That paragraph 1. (Term) in the services agreement is hereby deleted and replaced in its entirety with the following:

1. Term. The term of this Agreement shall be one-hundred twenty (120) days from the commencement date. Upon written agreement by both Parties, this Agreement may be extended.

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 include the terms contained in the to the original Agreement. To the extent there should be any conflict between the terms of the Agreement and the Amendments to the agreement, the terms and provisions of the most recent Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Fire Alarm Control Panel/System Services Agreement, effective as of the Amendment Effective Date.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

Date

Main Electric Construction Inc.

Title:

Date

Attest:

Title:

Date



**FIRST AMENDMENT TO FIRE ALARM CONTROL PANEL/SYSTEM SERVICES
AGREEMENT, INITIALLY ENTERED INTO BY AND BETWEEN CITY OF MINOT AND
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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Fire Alarm Control Panel/System Services Agreement, effective as of the Amendment Effective Date.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

Date

Main Electric Construction Inc.

Title: *Project Manager*

Date: *11/12/2024*

Attest: *B. E. RAKES*

Title: *VP*

Date: *11/12/2024*



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: November 18, 2024

SUBJECT: SEPTAGE RECEIVING STATION - FEASIBILITY ASSESSMENT

I. RECOMMENDED ACTION

It is recommended City Council approve a task order with Apex Engineering in the amount of \$26,250.00 to perform a feasibility assessment of constructing a septage receiving station.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The City of Minot allows bulk septage to be dumped in the yard at the Sewer Department. Annually, the city receives approximately 500,000 gallons from private sewer haulers in the area. The material comes from pumping of septic system holding tanks along with collection from porta-potty rental companies. The material is dumped in a manhole near Control Lift, which is near the water/sewer office, so staff can monitor the dump site. Unfortunately, the material that is dumped isn't just sewage from time to time and includes cans, towels, or other debris that gets deposited in porta pottys. Over time this foreign material causes pumps to plug and requires regular maintenance and sometimes damages that require repairing.

B. Proposed Project

Due to the time and expenses of pump maintenance at Control Lift, staff would like to evaluate the construction of a septage receiving station. This would be a self-contained building containing equipment to remove materials that can cause pump damage. There are many different types and configurations for the equipment. The purpose of the assessment is to evaluate different types of equipment and potential locations for a septage receiving station and develop some preliminary cost estimates.

C. Recommendation Detail

This project will help evaluate better alternatives to disposing of waste from septic haulers and help lower maintenance costs at Control Lift Station.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Staff spends a substantial amount of time and money pulling pumps to clean and make repairs. A properly equipped receiving station will minimize the amount of maintenance needed due to rags and debris being sent through the pumps.

C. Fiscal Impact

Project Costs

Task Order for Feasibility Assessment	\$26,250
---------------------------------------	----------

Project Funding

Funding in the amount of \$225,000 was included in the 2024 Sewer Department budget.

VI. ALTERNATIVES

Council could elect to deny the task order approval. In this case staff will continue to do pump maintenance to keep one of the city's largest lifts reliably operational.

TASK ORDER NO. 002

FEASIBILITY ASSESSMENT – SEPTAGE RECEIVING

This is Task Order No. **002**,
consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **August 19,2024**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	November 4, 2024
b.	Owner:	City of Minot, North Dakota
c.	Engineer:	Apex Engineering Group, Inc.
d.	Specific Project (title)	Feasibility Assessment – Septage Receiving
e.	Specific Project (description):	Preparation of a Technical Memorandum looking at the feasibility of installing a septage receiving station adjacent to Control Lift Station. See Exhibit A.
f.	Related Task Orders	None

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	Feasibility Assessment – Septage Receiving
Type and Size of Facility:	None
Prior Studies, Reports, Plans:	None

Task Order.

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Page 1 of 4

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
 - ☐ Exhibit A to Task Order, as attached to this Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services:
 - 1. If the Scope established in Paragraph 2.A above includes RPR services, then any exhibit outlining these Services is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with deliverables set forth in the Scope of Services, attached to this Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **Responsibilities as outlined in the attached Scope of Services.**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in elsewhere, the parties shall meet the following schedule: **As outlined in the attached Scope of Services**

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Task Order.

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Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Study and Report Phase	\$26,250.00	Standard Hourly Rates
TOTAL COMPENSATION (items 1 and 2)	\$26,250.00	Standard Hourly Rates
3. Additional Services under Section 2.D above	N/A	Standard Hourly Rates

*Based on a [N/A]-month continuous construction period.

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

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. To be determined at a later date, if applicable.

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Scope of Services:

Task Order.

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Page 3 of 4

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

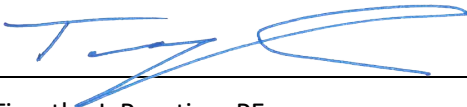
OWNER:

ENGINEER:

By: _____

Print Name: _____

Title: _____

By:  _____

Print Name: Timothy J. Paustian, PE

Title: Vice President

Engineer's License or Firm's
Certificate No. (if required): _____

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail : _____

Phone: _____

Name: Mike Berg

Title: Project Manager

Address: 600 South 2nd Street, Bismarck, ND
58505

E-Mail: Mike.Berg@ApexEngGroup.com

Phone: 701-323-3952

Task Order.

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Exhibit A to Task Order No. 002

Feasibility Assessment – Septage Receiving Station

City of Minot, North Dakota

November 4, 2024

Engineer's Services

Task Order No. 002 is supplemented to include the following attachment.
Engineer shall provide Services as set forth below.

This Scope of Services pertains to the following work items:

Feasibility Study – Septage Receiving Station

The City of Minot receives septage from numerous sites across the region. Septage can be defined as waste material contained in or removed from a septic tank. Septage is currently received from haulers in a manhole located outside of Control Lift Station, which is located adjacent to the Water and Sewer Department building located on the west side of 31st Street SE.

The current situation is not ideal and leads to spills and offensive odors when receiving the septage, as well as pump plugging issues due to rags and other debris contained in the septage. Therefore, the City of Minot wishes to explore the feasibility of installing a dedicated septage receiving station in close proximity to the Control Lift Station.

This project includes exploring alternatives for septage receiving and will look at potential locations, anticipated volumes, equipment types, building types, payment systems and ancillary systems for receiving septage. It will include Opinions of Probable Construction Costs (OPCC) and preliminary schedules, show the City of Minot wish to move forward.

1.1 Project Management – The Project Manager will ensure that the project proceeds in a timely and efficient manner, and that the Owner is provided proper communication of the project status. The subtasks for this section include the following:

- 1.1.1 Project Administration
- 1.1.2 Quality Control/Quality Assurance
- 1.1.3 Meetings

1.2 Feasibility Assessment – The Feasibility Assessment phase will look at what would be needed to implement a septage receiving station near the Control Lift Station in the City of Minot. The subtasks for this section include the following:

- 1.2.1 Preliminary Flow/Volume Analysis
- 1.2.2 Preliminary Location Analysis
- 1.2.3 Preliminary Building Size & Type Analysis
- 1.2.4 Preliminary Equipment Analysis
- 1.2.5 Preliminary Opinion of Probable Construction Cost

1.3 Technical Memorandum – This task includes the development of a Technical Memorandum to present the information obtained during the Feasibility Assessment phase. The subtasks for this section include the following:

- 1.3.1 Draft Technical Memorandum preparation
- 1.3.2 Present Technical Memorandum to City Staff
- 1.3.3 Receive comments from City Staff and incorporate
- 1.3.4 Final Technical Memorandum preparation

PROJECT SCHEDULE

<u>Task</u>	<u>Week of</u>
Notice to Proceed	November 4, 2024
Begin Feasibility Assessment	November 11, 2024
Draft Technical Memorandum Complete	December 16, 2024
Final Technical Memorandum Complete	January 13, 2025



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: November 18, 2024

SUBJECT: LAND LEASE RENEWAL - LAVERNE MIKKELSON

I. RECOMMENDED ACTION

It is recommended City Council approve the land lease extension with LaVerne and Kandi Mikkelson and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Due to council actions from October 7, 21, and November 4, the original land lease, amended to include a one year termination notification, is again before council for consideration.

B. Proposed Project

The Mikkelsons have again requested that the lease be renewed for another 5-year term.

C. Recommendation Detail

The recommended action is in line with how this issue has been handled dating back to 2010.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

This piece of land was purchased many years ago due to its proximity to existing lagoons and constructed wetlands and the potential construction of a mechanical treatment facility in the future. Having this land under lease eliminates the maintenance requirements of a large tract of land.

C. Fiscal Impact

Project Costs

\$5,000 per year for damages, plus the forgiveness of \$6,558.68 in land rent payment

Project Funding

Payment for the crop damages is budgeted in the 2025 Sewer Department budget

VI. ALTERNATIVES

N/A

EXTENSION AND AMENDMENT TO CASH FARM LEASE WITH CITY OF MINOT

WHEREAS, in 2004 LaVerne and Kandi Mikkelsen (“the Mikkelsons”) entered into a cash farm lease (“2004 Lease”) with the Livingston Family Trust regarding certain real property located near the Minot City Lagoon System in Ward County, North Dakota, wherein approximately 550 tillable acres were leased by the Mikkelsons for a period of five years, through December 31, 2009, with a renewal option for an additional five years;

WHEREAS, the Mikkelsons did renew the 2004 Lease for an additional five years and, in 2010, after the City of Minot (“City”) acquired ownership of a portion of the property, 146 acres, leased by the Mikkelsons through the 2004 Lease, the Mikkelsons entered into an Amendment to Cash Farm Lease (“2010 Amendment”) with the City, which provided that the terms and provisions of the 2004 Lease, except as amended by the 2010 Amendment, shall remain intact through December 31, 2014;

WHEREAS, in 2014, the City and the Mikkelsons agreed to extend the expiration date of the 2004 Lease, inclusive of the 2010 Amendment, from December 31, 2014 to December 31, 2019 (2014 Amendment);

WHEREAS, in 2019, the City and the Mikkelsons agreed to extend the expiration date of the 2004 Lease, inclusive of the 2010 Amendment, from December 31, 2019 to December 31, 2024 (2019 Amendment);

WHEREAS, the City and the Mikkelsons now desire to again extend the expiration date of the 2004 Lease, inclusive of the 2010 Amendment, from December 31, 2024 to December 31, 2029;

WHEREAS, the City and the Mikkelsons now desire to amended paragraph 13 of the 2004 lease to include the following additional language: “This lease may be terminated by either the Landlord or the Tenant, provided that written notice of termination is given to the other party at least one (1) year prior to the intended termination date”.

NOW, WHEREFORE IT IS HEREBY AGREED between the Parties in this matter, specifically, the Mikkelsons and the City, that the terms and provisions of the 2004 Lease as amended by the 2010 Amendment, 2014 Amendment, and 2019 Amendment SHALL BE AMENDED to extend the expiration of the Lease from December 31, 2024 to December 31, 2029 and include the following additional language to paragraph 13 of the 2004 lease: “This

lease may be terminated by either the Landlord or the Tenant, provided that written notice of termination is given to the other party at least one (1) year prior to the intended termination date”.

1. LaVerne and Kandi Mikkelson and the City of Minot agree that all other terms and provisions of the 2004 Lease, as amended by the 2010 Amendment, shall remain intact, unless otherwise amended by written agreement of both Parties, through the extended date of December 31, 2029.

IN WITNESS WHEREOF, The parties hereto have executed this Amendment to Cash Farm Lease on the date and year indicated below.

ATTEST:

CITY OF MINOT, NORTH DAKTOA

Mikayla McWilliams, City Clerk

Tom Ross, Mayor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Tom Ross, Mayor for the City of Minot, North Dakota, and Mikayla McWilliams, City Clerk for Minot, North Dakota.

Notary Public

LaVerne Mikkelson

Kandi Mikkelson

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by LaVerne Mikkelson and Kandi Mikkelson.

Notary Public

CASH FARM LEASE

THIS LEASE, Made and entered into this 5th day of December, 2004
between Corinne H. Livingston, Minot, N.D. Trustee for Livingston Family Trust
hereinafter called the Landlord, and Laverne & Kandi Mikkelsen, Minot, North Dakota,
hereinafter called the Tenant.

WITNESSETH:

That the Landlord, in consideration the rents and covenants set forth in this Lease
to be kept and performed by the Tenant, hereby leases to the Tenant the tillable land, to
occupy and use for agricultural purposes, the following described premises and real
estate, located in the County of Ward, State of North Dakota, to-wit:

Section 6: NW ¼ (154-81) New Prairie Township
Section 31: N ½ (155-81) Surrey Township
Section 32: SW ¼ (155-81) Surrey Township

550 tillable acres according to ASCS

1. TERM: The term of this Lease shall be for a period of 5 years, commencing
on the 1st day of January, 2005, and ending on the 31st day of December,
2009. Tenant may renew this lease for an additional 5 years on the same terms
provided he gives notice of his intention to renew no later than November 1,
2009.
2. RENTAL PAYMENTS: the rent due the Landlord from the Tenant shall be
\$25300.00 per year, payable on January 1st each year during the term of this
lease. All rent payments shall be made to Corinne H. Livingston, C/O
Bruce Livingston 1000 7th Ave. NW, Minot, ND 58703. (P.O.A.)

for ordinary wear and depreciation and damages, which are beyond his control.

10. GOVERNMENT PROGRAMS: The farm will be operated in compliance with government programs during the term of this Lease, and all payments from government farm programs shall belong to the Tenant.
11. RELATIONSHIP BETWEEN PARTIES: This Lease shall not be deemed to give rise to a relation between the parties, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this Lease. Each party agrees that the other party shall in no way be responsible for the debts of or liabilities for accidents caused by the other party.
12. SUBLEASE: The Tenant shall not sublet the premises or any part thereof during the term of this Lease without written consent of the Landlord.
13. TERMINATION: Should the Tenant, his heirs, personal representatives or assigns, fail to make the rental payments as provided herein, or fail to fulfill any of the covenants herein contained, then it shall be lawful for the Landlord, his heirs, personal representatives or assigns, to re-enter and take full and complete possession of the premises, and to hold and enjoy the same, without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by the Tenant for the full term of the Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LANDLORD:

Cyrus H. Lippert, Trustee
Bureau of Land Management, P.O. #

TENANT:

Kandi Mikkelsen

STATE OF NORTH DAKOTA)

COUNTY OF WARD)

)ss.
)

The foregoing instrument was acknowledged before me this 6th day of December, 2004, by David W. Lippert.

Patricia K. Sandmayer
Notary Public (SEAL)



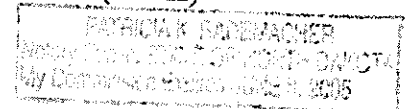
STATE OF NORTH DAKOTA)

COUNTY OF WARD)

)ss.
)

The foregoing instrument was acknowledged before me this 6th day of December, 2004, by Laverne and Kandi Mikkelsen.

Patricia K. Sandmayer
Notary Public (SEAL)





United States Department of Agriculture
Farm Service Agency

31-155-81

Ward County, ND

1:8,104



2003

February 21, 2008

//

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NOTICE OF LEASE RENEWAL

To: City of Minot
City Auditor
City Hall
515 2nd Ave. SW
Minot, ND 58701

Eugene Livingston
1544 1st Ave South
Fargo, ND 58103

Jarod Livingston
1017 17th Street South
Fargo, ND 58103

Brett Livingston
1337 14½ Street South
Fargo, ND 58103

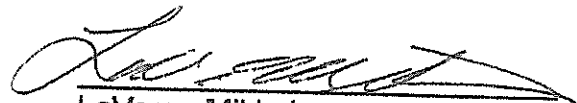
PLEASE TAKE NOTICE That the undersigned, LaVerne Mikkelson and Kandi Mikkelson, do hereby renew for and additional term of five years that certain lease entered into by themselves jointly as tenant and Corrine Livingston H. Livingston, Trustee of the Livingston Family Trust, as Landlord, dated ,December 6th, 2004 and affecting the following described premises located in Ward County, ND, to wit:

Township 154 North, Range 81 West
Section 6: NW¼

Township 155 North, Range 81 West
Section 31: N½
Section 32: SW¼

This exercise of the right of renewal is made pursuant to paragraph 1 of the aforementioned lease entitled "Term".

Dated at Minot, North Dakota, October 19, 2009.


LaVerne Mikkelsen

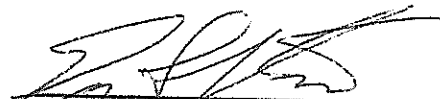
Karidi Mikkelsen

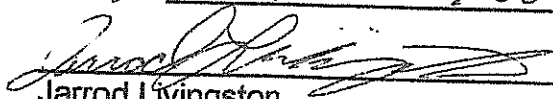
I acknowledge receipt of this Notice of Lease Renewal.

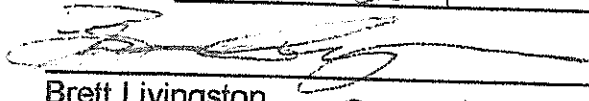
City of Minot

BY: _____

DATED: _____


Eugene Livingston
DATED: 25 Oct. 2009


Jarrod Livingston
DATED: 10-25-2009


Brett Livingston
DATED: 10-25-09

AMENDMENT TO CASH FARM LEASE WITH CITY OF MINOT

WHEREAS, In 2004 LaVerne and Kandi Mikkelson entered into a cash farm lease with the Livingston Family Trust regarding certain real property located near the Minot City Lagoon System in Ward County, North Dakota, wherein approximately 550 tillable acres were rented by the Mikkelson's for a period of five years through December 31, 2009;

WHEREAS, The real property leased by the Mikkelson's pursuant to the cash farm lease required rental payments of \$25,300.00 per year during the five year period, and also provided that the Mikkelson's could renew this lease for an additional five year period on the same terms and provisions provided notice of the intention to renew was given no later than November 1, 2009;

WHEREAS, The City of Minot subsequently acquired ownership of some of the property rented by the Mikkelson's through the cash farm lease wherein the rental payments per year to the City would be in the amount of approximately \$6,558.68 per year, with this arrangement now in effect by extension of the farm lease through December 31, 2014, at which time said cash farm lease shall terminate;

WHEREAS, Over the various years in which this cash farm lease has been in effect various payments have been made by the City in an effort to compromise claims submitted by the Mikkelson's for crop damages alleged to have been caused by leakage from the City Lagoon System;

AND WHEREAS, It is the desire of the City of Minot to address this situation by establishing a specific sum which might be paid to the Mikkelson's with regard to these circumstances;

NOW, WHEREFORE IT IS HEREBY AGREED Between the parties in this matter, specifically, LaVerne and Kandi Mikkelson, tenants, and the City of Minot, as landlord, that the terms and provisions of the cash farm lease executed in 2004 SHALL BE AMENDED with respect to paragraph 2 (rental payments) of said cash farm lease in the following particulars:

1. With respect to the City of Minot only, and with regard to the specific property owned by the City, acreage in Section 31:N½ (155-81) Surrey Township, LaVerne and Kandi Mikkelson shall lease said real property premises through December 31, 2014, without payment of the yearly rental fee to the City of \$6,558.68. In addition, the City of Minot shall pay to LaVerne and Kandi Mikkelson the yearly sum of \$5,000.00 commencing in 2010, and continuing through December 31, 2014, as liquidated damage payments for potential crops. Pursuant to these payments, LaVerne and Kandi Mikkelson agree that they will submit no future claims for lagoon leakage and alleged crop damages to any real property, including, but not limited to, that specified in the cash farm lease of 2004 (Section 6:NW ¼ (154-81) New Prairie Township, Section 31:N½ (155-81) Surrey Township, and Section 32:SW¼ (155-81) Surrey Township), with these requirements to remain in effect until December 31, 2014.

2. Finally, LaVerne and Kandi Mikkelson and the City of Minot agree that all other terms and provisions of the original cash farm lease previously executed in 2004, except as amended by this document regarding paragraph 2 (rental payments), shall remain intact through the extended date of December 31, 2014, with respect to the City of Minot and the Mikkelson's lease agreement.

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EXTENSION OF AMENDMENT TO CASH FARM LEASE WITH CITY OF MINOT

WHEREAS, In 2004 Laverne and Kandi Mikkelson entered into a cash farm lease with the Livingston Family Trust regarding certain real property located near the Minot City Lagoon System in Ward County, North Dakota, wherein approximately 550 tillable acres were rented by the Mikkelson's for a period of five years through December 31, 2009;

WHEREAS, In 2010, after the City of Minot had acquired ownership of some of the property rented by the Mikkelson's through the cash farm lease, Laverne and Kandi Mikkelson entered into the Amendment to Cash Farm Lease with the City of Minot (attached in its entirety for reference);

WHEREAS, said Amendment to Cash Farm Lease specifically indicates the terms and provisions of the original cash farm lease executed in 2004, except as amended by the Amendment to Cash Farm Lease, shall remain intact through December 31, 2014;

WHEREAS, Laverne and Kandi Mikkelson ("the Mikkelsons") and the City of Minot ("City") the parties to the Amendment to Cash Farm Lease both desire to extend the date of the from December 31, 2014 to December 31, 2019.

NOW, WHEREFORE IT IS HEREBY AGREED Between the parties in this matter, specifically, Laverne and Kandi Mikkelson, tenants, and the City of Minot, landlord, that the terms and provisions of the cash farm lease executed in 2004 as amended by the Amendment to Cash Farm Lease executed in 2010 SHALL BE AMENDED to extend the date in which the terms and provisions of the original cash farm lease, as amended by the Amendment to Cash Farm Lease executed in 2010, remain intact, from December 31, 2014 to December 31, 2019:

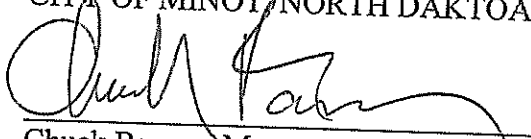
1. Laverne and Kandi Mikkelson and the City of Minot agree that all other terms and provisions of the original cash farm lease previously executed in 2004 as amended by the Amendment to Cash Farm Lease executed in 2010 shall remain intact through the extended date of December 31, 2019, with respect to the City of Minot and the Mikkelson's lease agreement.

IN WITNESS WHEREOF, The parties hereto have executed this Amendment to Cash Farm Lease on the date and year indicated below.

ATTEST:



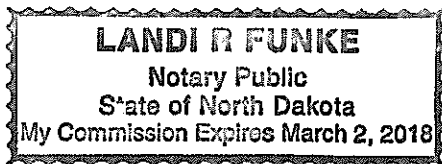
Lisa Jundt, City Clerk

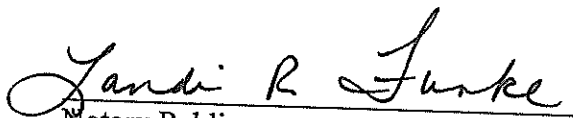
CITY OF MINOT, NORTH DAKOTA


Chuck Barney, Mayor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this 3 ^{Sept.} day of ~~July~~, 2014, by Chuck Barney, Mayor for the City of Minot, North Dakota., and Lisa Jundt, City Clerk for Minot, North Dakota.





Notary Public

Laverne Mikkelson

Kandi Mikkelson

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this ____ day of July, 2014, by Laverne Mikkelson and Kandi Mikkelson Minot, North Dakota.

Notary Public

2014 County Rents and Values

North Dakota

April 2014

An annual survey of farmers and ranchers was conducted to obtain average rental rates and the value of rented land in their localities. Approximately 4,000 North Dakota agricultural producers were sampled for this survey conducted January 27 – February 8, 2014. Almost 2,005 reports contained positive data. We would like to thank all who participated, for without their cooperation this report would not be possible.

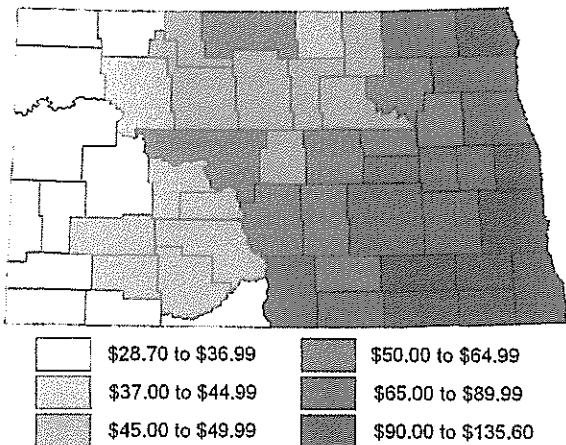
The tables in this report contain county-level data for cropland, pastureland, alfalfa hayland, other tame hayland and wild or prairie grass hayland. All data refer to non-irrigated land and only include information for

cash rental arrangements. All fee-per-head, animal unit month and share rent arrangements were excluded.

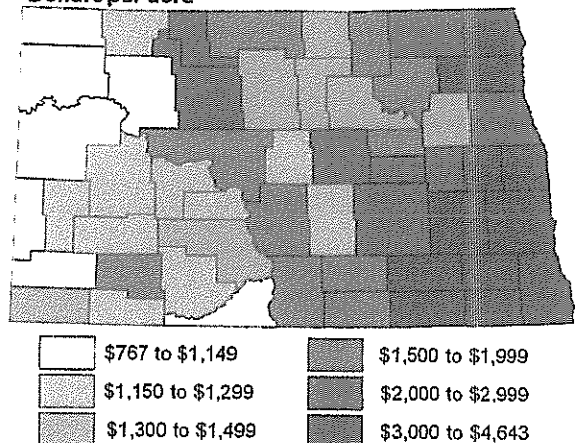
The minimum and maximum values show the range of reported local average data in each county. Field size, topography, soil type, location and availability of rental land affect this range. The published values in this report should never be used as the only factor to establish rental arrangements.

We advise the reader to exercise discretion when using data from counties with less than fifteen reports tabulated. Using a 3-year average is one way to minimize variability that can occur from year to year.

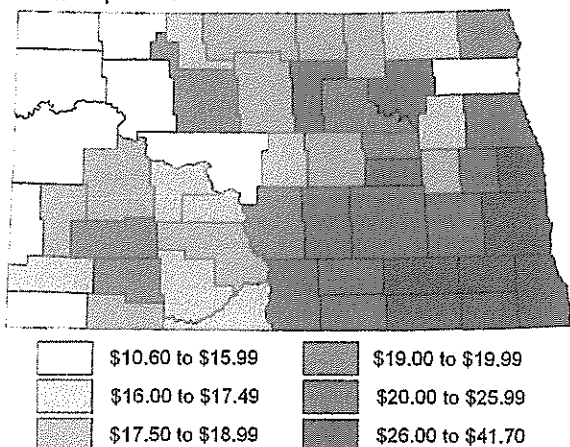
2014 Non-Irrigated Cropland Average Rents
Dollars per acre



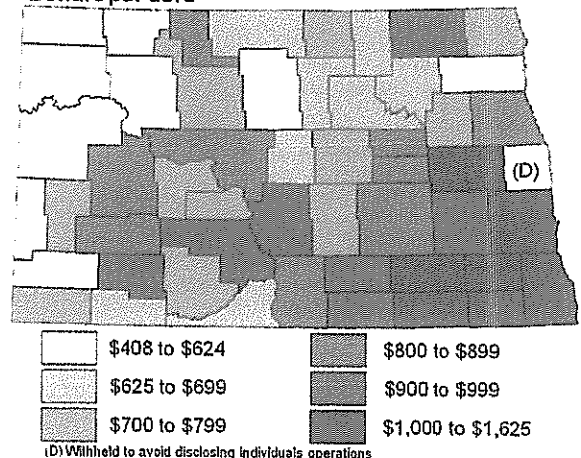
2014 Non-Irrigated Cropland Average Value of Rented Land
Dollars per acre



2014 Non-Irrigated Pastureland Average Rents
Dollars per acre



2014 Non-Irrigated Pastureland Average Value of Rented Land
Dollars per acre



NON-IRRIGATED CROPLAND CASH RENTS AND VALUES

North Dakota: 2014 and 5-Year Average

County	2009-2013 average		Number of reports ¹	2014			Average rental rate	Average value of rented land
	Rental rate	Value of rented land		Reported local average rental rate				
				Minimum	Maximum	Most frequently		
	(dollars/acre)	(dollars/acre)	(number)	(dollars/acre)	(dollars/acre)	(dollars/acre)	(dollars/acre)	(dollars/acre)
Adams.....	31.70	681.00	41	20.00	53.00	35.00	36.00	1,256.00
Barnes.....	65.80	1,765.00	34	35.00	125.00	100.00	84.10	3,074.00
Benson.....	42.10	993.00	45	30.00	72.00	40.00	49.30	1,490.00
Billings.....	31.30	717.00	28	25.00	60.00	40.00	36.90	1,224.00
Bottineau.....	41.30	978.00	46	31.00	70.00	45.00	50.20	1,904.00
Bowman.....	31.20	700.00	37	20.00	50.00	35.00	34.30	1,436.00
Burke.....	33.10	623.00	41	25.00	51.00	35.00	35.40	1,243.00
Burleigh.....	38.20	950.00	30	25.00	100.00	50.00	52.40	1,553.00
Cass.....	91.30	2,765.00	50	60.00	225.00	100.00	121.40	4,643.00
Cavalier.....	53.60	1,565.00	54	45.00	100.00	50.00	69.00	2,878.00
Dickey.....	85.70	2,023.00	27	60.00	150.00	100.00	106.30	3,320.00
Divide.....	32.70	603.00	35	28.00	50.00	35.00	35.70	796.00
Dunn.....	30.40	742.00	32	25.00	50.00	30.00	36.00	1,227.00
Eddy.....	44.90	997.00	33	30.00	100.00	55.00	54.10	1,807.00
Emmons.....	50.80	1,032.00	24	35.00	150.00	80.00	74.00	1,513.00
Foster.....	58.10	1,559.00	23	48.00	100.00	65.00	75.80	2,855.00
Golden Valley	28.60	650.00	33	20.00	54.00	30.00	33.60	988.00
Grand Forks.....	71.30	1,925.00	38	47.00	175.00	60.00	86.90	2,975.00
Grant.....	29.60	698.00	27	20.00	60.00	45.00	39.10	1,163.00
Griggs.....	54.50	1,241.00	29	45.00	100.00	60.00	66.60	2,435.00
Hettinger.....	37.20	879.00	30	30.00	60.00	30.00	41.60	1,661.00
Kidder.....	38.10	782.00	32	25.00	90.00	45.00	53.20	1,284.00
LaMoure.....	80.10	2,111.00	33	50.00	158.00	150.00	106.50	3,102.00
Logan.....	46.00	1,019.00	27	32.00	100.00	50.00	62.40	1,684.00
McHenry.....	39.50	799.00	28	30.00	65.00	50.00	45.10	1,370.00
McIntosh.....	47.00	898.00	20	40.00	100.00	65.00	68.80	1,853.00
McKenzie.....	27.00	530.00	29	20.00	50.00	25.00	28.70	767.00
McLean.....	48.10	1,124.00	37	34.00	100.00	50.00	57.50	1,901.00
Mercer.....	35.30	636.00	30	20.00	70.00	35.00	40.00	1,150.00
Morton.....	33.80	728.00	25	22.00	80.00	50.00	42.50	1,391.00
Mountrail.....	37.40	799.00	40	25.00	55.00	30.00	38.20	1,120.00
Nelson.....	43.90	957.00	36	31.25	75.00	50.00	53.20	1,479.00
Oliver.....	33.90	795.00	33	25.00	79.00	35.00	41.40	1,160.00
Pembina.....	79.80	2,415.00	28	50.00	200.00	100.00	96.10	3,377.00
Pierce.....	43.60	924.00	35	35.00	75.00	45.00	48.60	1,373.00
Ramsey.....	43.90	1,050.00	38	35.00	84.00	50.00	53.40	1,655.00
Ransom.....	80.50	1,980.00	29	50.00	150.00	100.00	96.60	3,390.00
Renville.....	44.40	1,154.00	39	35.00	67.50	50.00	49.60	2,040.00
Richland.....	106.80	2,911.00	27	75.00	200.00	100.00	135.60	4,156.00
Rolette.....	39.50	802.00	35	30.00	65.00	45.00	44.90	1,367.00
Sargent.....	81.10	2,029.00	32	42.00	200.00	100.00	109.40	3,248.00
Sheridan.....	38.90	841.00	24	25.00	70.00	40.00	45.00	1,254.00
Sioux.....	28.50	526.00	34	18.00	50.00	35.00	34.80	935.00
Slope.....	32.90	707.00	29	27.00	50.00	35.00	36.40	1,093.00
Stark.....	36.30	877.00	34	28.00	50.00	40.00	39.70	1,272.00
Steele.....	64.80	1,581.00	39	45.00	120.00	75.00	82.70	3,081.00
Stutsman.....	57.90	1,414.00	40	35.00	125.00	65.00	73.20	2,709.00
Towner.....	39.80	1,067.00	33	34.00	75.00	45.00	45.40	1,808.00
Traill.....	89.10	2,708.00	25	50.00	160.00	150.00	111.50	3,917.00
Walsh.....	69.10	1,984.00	29	45.00	175.00	100.00	85.00	3,534.00
Ward.....	46.00	1,077.00	31	25.00	70.00	50.00	49.10	2,066.00
Wells.....	44.50	1,412.00	26	25.00	100.00	45.00	57.90	2,252.00
Williams.....	30.50	553.00	35	20.00	50.00	30.00	34.20	862.00

¹ Number of reports is based on positive responses to average rental rate.



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Dan Jonasson, Public Works Director

DATE: October 1, 2019

SUBJECT: LEASE RENEWAL - LAVERNE MIKKELSON

I. RECOMMENDED ACTION

1. Recommend approval of land rent extension with Laverne Mikkelson
2. Authorize Mayor to sign the agreement on behalf of the City

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Public Works Director	857-4140
Jason Sorenson, Assistant Public Works Director	857-4140

III. DESCRIPTION

A. Background

In 2004 Laverne and Kandi Mikkelson entered into a cash farm lease with Corinne H. Livingston, Minot, N.D. Trustee for Livingston Family Trust for the following pieces of property:

Section 6: NW ¼	(154-81) New Prairie Township
Section 31: N ½	(155-81) Surrey Township (City purchased NW ¼ of Section 31 in 2008)
Section 32: SW ¼	(155-81) Surrey Township

The city has paid damages on two pieces of land either rented or owned by the Mikkelsons since 2001. The two pieces of property are the NE ¼ of Section 31, 32.6 acres and the SE ¼ of Section 31, 15.7 acres.

On December 23, 2005 the City of Minot paid Laverne and Kandi Mikkelson \$4,633.50 for crop damage for the years 2004 and 2005.

On July 28, 2006 the City of Minot paid Laverne and Kandi Mikkelson \$6,950.25 for crop damage for the years 2001 to 2003.

On August 4, 2008 the City of Minot paid Laverne and Kandi Mikkelson \$30,000 for crop damage for 2006, and 2007.

On September 12, 2009, the City of Minot purchased Lots 1 and 2, E1/2NW1/4, Less Outlot 1 thereof, Section 31, Township 155 North, Range 81 West of the 5th P.M., Ward County, North Dakota from the Livingston Family Trust.

On November 2, 2009 the City of Minot paid Laverne and Kandi Mikkelson \$11,003.20 for crop damage for 2008. The \$11,003.20 is net of the \$6,558.68 of rent payable to the city by the Mikkelsons.

May 3, 2010 the City of Minot approved the amendment to the cash farm lease. The cash farm lease set a payment of \$5,000 annually for crop damage plus the annual rent payment of \$6,558.68, which is approximately \$46 per acre for the NW ¼ of Section 31 purchased in 2008, based on gross tillable acres. If you remove the drainage areas and wet areas of this land, the land rent would be closer to \$50/acre+.

Damage payments paid to the Mikkelsons prior to the amendment were based on the cost to seed the crop, tend the crop, crop yield, spraying costs and the value of the market price for the specific crop for the year the crop was lost. It is fair to assume that the input costs such as seed, fertilizer, fuel, etc. to plant a crop has increased substantially over the years and re-negotiation of the damages would result in higher damage payments compared to what was negotiated in 2009- The yield and the market price are volatile.

Reviewing the *North Dakota* 2014 County Rents & Values the average non-irrigated cropland cash rents and values for Ward County is \$46/acre.

The *North Dakota* 2019 County Rents & Values shows that cropland rent in Ward County is from \$30 - \$75 per acre or on the average \$52.20/acre

One of the questions asked at a former City Council meeting during the last renewal process was the Mikkelson's right to extend the lease. The amendment to the cash farm lease with the City of Minot incorporated the below term into the amendment.

"1. Term: The term of this Lease shall be for a period of 5 years, commencing on the 1st day of January, 2005 and ending on the 31st day of December, 2009. Tenant may renew this lease for an additional 5 years on the same terms provided he gives notice of his intention to renew no later than November 1, 2009."

The Mikkelsons exercised the option to renew the lease until December 31, 2014 and again exercised the right to renew in December 2014 until December 2019.

They have again requested that the lease be renewed for another 5 year term.

The staff after reviewing the history of cropland damages and the cash rent paid by the Mikkelsons recommend extension of the amendment to the cash farm lease for another 5 year period.

Staff will also hire a firm to conduct a study during this period to try assess what amount of leakage may be attributed to the lagoon wetlands. Funds have been budgeted in the 2019 and 2020 budget for this type of study.

IV. IMPACT:

- B. Fiscal Impact:
\$5000 per year plus loss of \$6,558.68 per year income for land rent

V. LIST OF ATTACHMENTS

- Extension of cash farm lease Mikkelson
- Original Mikkelson land leases
- Attorney letters negotiating agreeable payment claim
- 2019 average county rents and prices
- Map showing land area and prior damage areas.

City of Minot

City Attorney
John P. Van Grinsven III

February 16, 2010

Nevin Van de Streek
Attorney at Law
Heritage Place – Suite 200
201 South Main
Minot ND 58701

Nevin Van de Streek
10103 Chestnut Circle North
Brooklyn Park, MN 55443

RE: LaVerne Mikkelsen

Dear Nevin:

As you are well aware, there has been a fairly extensive and lengthy history regarding certain property either owned or rented by Mr. Mikkelsen near the Minot city lagoon system. Over the years various sums have been paid to Mr. Mikkelsen based upon his assertions that damages were sustained to some of the crops on these properties. Most recently, a claim for approximately \$11,000.00 was paid to Mr. Mikkelsen for the year 2008.

In a number of our discussions and written correspondence, the City has indicated a desire to possibly control this situation by establishing a specific sum which might be paid to Mr. Mikkelsen in an effort to prevent this yearly controversy. Specifically, the City would like to be in a position to budget for this matter in the upcoming years and to have a yearly figure which would be consistent and specific. After speaking with the appropriate City personnel, the City would propose that consideration be given by the parties to the option of Mr. Mikkelsen leasing without costs the rented property in this matter, and with the added provision that the City will pay the sum of \$5,000.00 per year until expiration of the lease. This agreement would further provide that Mr. Mikkelsen will submit no future claims for damages to the City. Recognizing that the yearly rental is \$6,558.68, the inclusion of the \$5,000.00 per year liquidated damages would therefore total approximately \$11,000.00 per year. This proposal, if acceptable, would be subject obviously to ultimate approval by the Minot City Council.

*Lease for 5 yrs
of the property
lease*

Personnel with the City of Minot have a strong desire to try to resolve this matter and avoid what is becoming a yearly dilemma. These factors serve as the basis for the above-recited proposal. However, please be advised that in the event these circumstances cannot be amicably resolved by the parties, the City will be requiring sufficient proof for the establishment of any alleged damages in the future years. In these respects, the City would anticipate that this might necessitate factors such as photographs, the opportunity

* The Magic City *

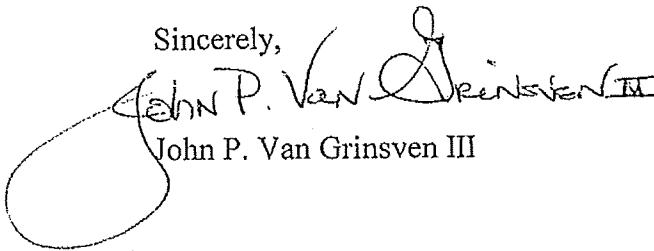
Nevin Van de Streek
February 16, 2010
Page 2

for personal inspections, and/or the taking of soil samples to be submitted for analysis and determination that the city lagoons are the cause of the alleged damage and crop losses.

As stated in previous written correspondence, please be advised that the above options and considerations are being submitted to Mr. Mikkelson pursuant to Rule 408 of the North Dakota Rules of Evidence, and in no way acknowledge or admit specific liability on the part of the City at this time. Finally, inasmuch as the City is unaware of any substitute counsel retained by Mr. and Mrs. Mikkelson subsequent to January 1, 2010, information contained in this written correspondence is being forwarded to Attorney Van de Streek through his possible and continued representation of the Mikkelson's, or in the alternative, with the expectation and request that this correspondence be forwarded to the Mikkelson's, or their substitute counsel, if he is not, in fact, representing them.

The City thanks you in advance for your cooperation and assistance in the consideration of this information, and would urge you to feel free to contact the undersigned at any time should you have any further questions or comments following receipt of this written correspondence.

Sincerely,

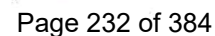
A handwritten signature in dark ink, appearing to read "John P. Van Grinsven III". The signature is stylized with a large, looping initial "J" and a long horizontal stroke extending to the right.

John P. Van Grinsven III

JPVG:njs
cc: Cindy Hemphill
David Waind



2015 Aerial Photo





TO: Mayor Ross
Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: November 18, 2024

**SUBJECT: FY 2024 STATE HOMELAND SECURITY GRANT PROGRAM AWARD
– BOMB SQUAD**

I. RECOMMENDED ACTION

It is recommended City Council accept the FY2024 State Homeland Security Grant Program award; authorize the Mayor to sign the grant award; and approve a budget amendment on first reading.

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

Background

The State Homeland Security Grant Program is an annual program which reimburses 100% of qualified and approved training and equipment purchases for a subrecipient team, such as the Minot Area Bomb Squad. The intent of this program is to enhance the capabilities of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Proposed Project

The Minot Police Department is requesting authorization to accept the FY 2024 State Homeland Security Grant Program Award on behalf of the Minot Area Bomb Squad. The award was granted for procurement of a quick response vehicle. This vehicle is critical to the operation of the Minot Area Bomb Squad and is required to maintain the bomb squad's readiness for emergency response.

Consultant Selection

N/A

IV. IMPACT

A. Aspirations

Safe and Welcoming
Resilient and Prepared

B. Service/Delivery Impact:

The Police Department maintains a quick response unit that was previously purchased under a grant from the State Homeland Security Grant Program. The current vehicle is a 2010 Ford 350 heavy duty pickup truck. This grant will be used to maintain the bomb squad's current response capabilities by replacing an old and outdated response platform.

C. Fiscal Impact

This project will be funded 100% with the FY2024 SHSG grant.

Project Costs

Equipment \$83,500.00

Project Funding

Grant Request \$83,500.00

VI. ALTERNATIVES

1. The council can direct staff to decline the award and to find other means of replacing the quick response unit.
2. The council can direct staff to decline the award and maintain the current response unit.

October 21, 2024

Minot Police Department
Mr. Taylor Jensen
PO Box 5006
Minot, ND 58702

Dear Mr. Jensen:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) 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 \$83,500.00.

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 NDDes 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 NDDes 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. NDDes 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 NDDes 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.



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

PO Box 5511 | Bismarck, ND 58506-5511 | 701.328.8100 | Fax: 701.328.8181 | Email: nddes@nd.gov | des.nd.gov

Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDDES 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 *NDDDES 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 NDDDES 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

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

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 Police Department PO Box 5006 Minot, ND 58702			Subrecipient Contact Name: Taylor Jensen Telephone: 701-822-1093 Email: taylor.jensen@minotnd.org		
Subrecipient UEI: D33RGAW88JU9		Grant Number: 10		County/Tribe: Ward	
Performance Period		From: October 21, 2024		Through: August 31, 2026	
Grant Amount: \$83,500.00		Subrecipient Cost Share: \$0.00		Total Project Cost: \$83,500.00	
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 Mr. Taylor Jensen			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.

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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.

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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 NDDes (NDDes 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>.

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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

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT CAPITAL EQUIPMENT REVENUES AND EXPENDITURES
FOR THE AWARD OF THE NORTH DAKOTA DEPARTMENT OF EMERGENCY
SERVICES (NDDDES) FY2024 STATE HOMELAND SECURITY PROGRAM GRANT.**

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

- §1: Amend the 2024 annual budget to increase the Police department capital equipment revenues and expenditures for the award of the North Dakota Department of Emergency Services (NDDDES) FY2024 State Homeland Security Program grant:

42020000-57500	2024200014	\$83,500
42000000-33200	2024200014	83,500

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: November 18, 2024

SUBJECT: MREFPP PHASE VE-1 - VELVA BRIDGE REPLACEMENT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Replacement of the Velva Bridge is part of the overall Mouse River Plan. Replacement of the bridge will improve conveyance at the crossing. The project is part of the overall basin wide MREFPP.

B. Proposed Project

The Souris River Joint Board intends to bid phase VE-1 Velva Bridge Replacement. The existing bridge will be replaced with a longer span bridge. Other project elements include scour protection, channel improvements and tie-ins to the existing and future proposed levees.

C. Recommendation Detail

The design of this project has been ongoing for the past year. Now that the design is complete the SRJB plans to call for bids on the project.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

The Velva Bridge Replacement is part of the overall Mouse River Flood Protection Plan and is one of the rural phases to improve conveyance of flood waters.

C. Fiscal Impact

Project Costs

Design Engineering	\$1,353,000.00
Estimated Construction Cost	\$8,066,764.82

Project Funding

The reimbursement resolution was approved by council back in August of 2021 when the City sold bonds for multiple flood protection projects. This project has a 60/40 cost share with DWR and the local share will be paid using flood control sales tax bonds issued in prior years.

VI. ALTERNATIVES

N/A



MREFPP Phase VE-1 Velva Bridge Replacement			
Engineer's Estimate			
Description	Construction	Construction Engineering	Project Cost
3-Span Prestressed girder	\$ 8,066,764.82	\$1,353,000.00	\$ 9,419,764.82

Note: The construction engineering fee was submitted and approved on February 1, 2024



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: November 18, 2024

SUBJECT: APPROVAL OF 2025 SERVICE AGREEMENTS

I. RECOMMENDED ACTION

It is recommended City Council approve the 2025 services agreements with Minot Area Council of the Arts, First District Health Unit, Minot Commission on Aging, Minot Area Chamber EDC, and Souris Basin Planning Council; and authorize the Mayor and Finance Director to sign the agreements.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 701-857-4721
David Lakefield, Finance Director, 701-857-4774
Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

During the budget process, funding applications are available for agencies within the City of Minot who provide a public service. The deadline for funding applications for the 2025 budget was June 1st and the City received applications from Minot Commission on Aging, First District Health Unit, Minot Area Council of the Arts, Minot Area Chamber EDC (MACEDC), and Souris Basin Planning Council. Applicants are made aware that the application is only a requested amount and nothing would be guaranteed.

B. Proposed Project

City Council adopted the 2025 budget on October 7, 2024 which included funding for the various agencies.

C. Recommendation Detail

It is recommended City Council approve the service agreements for each agency.

Agency	2025 Funding Amount
Minot Area Council of the Arts (MACA)	\$40,000
First District Health Unit (FDHU)	\$318,000
Minot Commission on Aging (COA)	\$154,500
Minot Area Chamber EDC (MACEDC)	\$665,900
Souris Basin Planning Council (SBPC)	\$20,000

IV. IMPACT

A. Aspirations

The funding contributions are aligned with the aspiration of “Excellent and Connected” and benefit the City through providing assistance to community partners to deliver high quality services to the citizens of Minot.

B. Service/Delivery Impact:

The agreements would provide for the continuation of services provided by these agencies.

C. Fiscal Impact

All funding for these agreements is provided by property tax levy in the City Council's 2025 annual budget, except for MACEDC and Souris Basin Planning Council. Funding for those two agencies is provided through sales tax economic development and budgeted in that respective fund.

Project Costs

The total of all agreements is \$1,198,400.

Project Funding

General Fund: 10011000-48100 - \$512,500

Sales Tax Economic Development: 25172000-43040 - \$685,900

VI. ALTERNATIVES

N/A



SERVICES AGREEMENT

City of Minot and Minot Area Chamber EDC (MACEDC)

This Agreement is entered into on this ____ day of _____, 2024, by and between the City of Minot (hereinafter "City") and Minot Area Chamber EDC (MACEDC), a North Dakota non-profit corporation (hereinafter "Provider").

WHEREAS, the Provider has agreed to provide certain services, including solicitation of employment opportunities and business growth in primary sector businesses as defined by the North Dakota Century Code, and to undertake activities as requested by the City in support of addressing economic and job growth needs and retention of the Minot Air Force Base (MAFB); and

WHEREAS, the City desires to hire Provider and to pay a not to exceed amount of \$665,900 for the costs of Services.

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

1. Term. The term of this Agreement shall be from January 1, 2025 through December 31, 2025. Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Provider agrees to provide the services outlined and in the manner described in Exhibit 1, which is attached and incorporated into this Agreement by reference. The term "Services" as used in this agreement shall refer to the services outlined in Exhibit 1.
3. Reports. In July 2025 and January 2026, Provider shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the Services outlined in Exhibit 1 of this Agreement.
4. Compensation. City shall pay Provider for its services hereunder compensation of \$665,900, which includes one-hundred-and-six thousand and two-hundred-and-fifty dollars \$106,250 specifically earmarked for the base retention services provided by Task Force 21 which will be paid to MACEDC in a lump sum in

January. The remaining amount(\$559,650) shall be paid on a monthly basis with one-twelfth of the total annual contribution to be made on the first of each month, but only after receipt of a monthly invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.

5. LOIS Subscription. In addition to the compensation outlined under Section 4, the City shall fund the required amount for an annual subscription to Location One Information System (LOIS), upon receipt of an invoice from Provider.
6. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.
7. Termination.
 - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
 - b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
 - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
 - d. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
8. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	MACEDC
c/o City Manager	c/o President CEO
P.O. Box 5006	P.O. Box 940
Minot, ND 58702	Minot, ND 58702

9. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
10. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 7(c) of this Agreement.
11. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.
12. Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
13. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys'

fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

- 14.Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 7(c).
- 15.Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
- 16.Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
- 17.Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
- 18.Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

- 19.Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
- 20.Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.
- 21.Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
- 22.Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.
- 23.Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

Thomas Ross
Mayor

David Lakefield
Finance Director

Mikayla McWilliams
City Clerk

MINOT AREA CHAMBER EDC

Brekka Kramer, President | CEO



EXHIBIT 1

MINOT AREA CHAMBER EDC (MACEDC) 2025 SERVICES AGREEMENT

1. MINOT AREA CHAMBER EDC (MACEDC) Services. MACEDC shall provide the following services and/or meet the following obligations:
 - a. MACEDC shall execute its comprehensive Strategic Plan which includes pillars for Economic Development, Workforce Development, and Military Support.
 - b. MACEDC shall conduct business retention and expansion interviews or surveys, with the goal of achieving 65% of the MACEDC primary sector and business list, which equates to about four (4) interviews a month.
 - c. MACEDC shall market and promote the City for purposes of the attraction of new primary sector businesses and employment opportunities consistent with the City's overall goal of a sustainable, diverse economic base and economy. MACEDC will further seek business retention and expansion of existing primary sector businesses in the Minot area.
 - d. MACEDC shall provide needed support to the MAGIC Fund Screening Committee including receiving, reviewing and conforming all applications with a primary sector nexus for the MAGIC Fund with a recommendation of disposition to the MAGIC Fund Screening Committee; and regularly meet with the MAGIC Fund Screening Committee to assess the overall progress in use of the MAGIC Fund and the status of MAGIC Fund projects.
 - e. MACEDC shall advise the City of Minot on the development of economic development policies and strategies for the City, including the MAGIC Fund General Policy Guidelines.
 - f. MACEDC shall provide access to and professional analysis of demographic-based workforce and consumer data as indicated in the Economy at a Glance.
 - g. MACEDC shall lead a committee for workforce development which must include at least one representative from the City of Minot.
 - h. MACEDC shall manage and administer the Minot Area WayFinders workforce program.
 - i. MACEDC shall track and monitor workforce proposals, opportunities and

solutions during the 2025 legislative session.

- j. MACEDC shall continue to work with community and statewide partners to execute workforce strategies for the Minot region.
- k. MACEDC shall lead efforts to respond to primary sector RFPs, which shall include determining RFP eligibility, drafting RFP responses, obtaining and compiling necessary information from City staff and others, and recommending strategies to City staff.
- l. MACEDC shall coordinate and provide touring services for prospective primary sector businesses visiting Minot, arranging transportation, local meeting space, presentations, and meetings with relevant City officials or staff.
- m. MACEDC shall keep its website and marketing materials up to date with Minot-specific information, incentives, and contacts, and provide this information to Minot area businesses.
- n. MACEDC shall continue to incorporate Location One Information System's (LOIS) building, site and community demographic database into MACEDC – website and MACEDC will work with active and willing commercial realtors and property owners to place all available industrial and manufacturing zoned land and buildings into the system on an ongoing basis. As part of the Annual Report to the City MACEDC shall include an executive data analysis of LOIS.
- o. MACEDC shall provide its monthly MACEDC board report and supporting documents to the City Manager/Mayor's Executive Secretary in electronic form and that report can be transmitted to the City Council, Community and Economic Development Director, and the MAGIC Fund Screening Committee by the City.
- p. MACEDC shall establish and maintain a voting position on the MACEDC board of directors for the Mayor or his or her designee.
- q. MACEDC, by and through MACEDC's "Task Force 21", will coordinate a base retention campaign that provides resources to efforts that enhance and expand the mission of Minot Air Force Base (MAFB), thereby generating an economic benefit to the City of Minot. The Parties agree to the following in regard to the base retention services contemplated by this paragraph:
 - i. The City will provide MACEDC with one-hundred-and-six thousand and two-hundred-and-fifty (\$106,250) dollars of city funds (hereinafter "city funds") to be used exclusively for MAFB base retention services with payment due by January 31, 2025. These

funds are included, and not in addition to, the total allocation of \$665,900 to MACEDC for Services rendered under their Agreement with the City. Any city funds not spent allocated to base retention services rendered by December 1, 2025 must be returned to CITY.

- ii. The Mayor of the City will be a member of Task Force 21 throughout his/her term in office.
 - iii. The City will receive up to five positions with the Honorary Commander program, which shall include the Mayor of the City, City Manager, and up to three department heads. Military Affairs Committee annual dues for these individuals will be covered by MACEDC using city funds.
- r. MACEDC shall provide information on childcare incentives for employers and entrepreneurs/businesses looking to begin or expand childcare services in Minot.



SERVICES AGREEMENT

City of Minot and Minot Commission on Aging, Inc.

This Agreement is entered into on this 15 day of October, 2024, by and between the City of Minot (hereinafter "City") and Minot Commission on Aging, Inc., a North Dakota non-profit corporation (hereinafter "Provider").

WHEREAS, the Provider has agreed to provide services to expand and/or maintain programs and activities for senior citizens within the city; and

WHEREAS, the City desires to hire Provider and to pay a not to exceed amount of \$154,500 for the costs of Services.

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

1. Term. The term of this Agreement shall be from January 1, 2025 through December 31, 2025. Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Provider agrees to provide the services outlined in Exhibit 1, which is attached and incorporated into this Agreement by reference.
3. Reports. In June and December, Provider shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the obligations outlined in Exhibit 1 of this Agreement.
4. Compensation. City shall pay Provider for its services hereunder compensation of \$154,500. Payment shall be made on a monthly basis with one-twelfth of the total annual contribution to be made on the first of each month, but only after receipt of a monthly invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.
5. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.

6. Termination.

- a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
- b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
- c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
- d. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	Minot Commission on Aging, Inc.
c/o Finance Director	c/o Executive Director
P.O. Box 5006	21 First Ave SE
Minot, ND 58702	Minot, ND 58701
finance@minotnd.gov	mcoapsc@srt.com

8. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
9. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to

nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 6(c) of this Agreement.

10. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.
11. Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
12. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
13. Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$2,000,000 per occurrence; and (3) workers' compensation coverage meeting

all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).

14. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
15. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
16. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
17. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
18. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
19. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding

obligation, enforceable against each party, its successors and assigns in accordance with its terms.

20. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
21. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.
22. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

Thomas Ross
Mayor

David Lakefield
Finance Director

Mikayla McWilliams
City Clerk

MINOT COMMISSION ON AGING, INC.

Roger A. Reich
Roger A. Reich, Executive Director



EXHIBIT 1

MINOT COMMISSION ON AGING, INC. 2025 SERVICES AGREEMENT

1. MINOT COMMISSION ON AGING, INC. Services. MINOT COMMISSION ON AGING, INC. shall provide the following services and/or meet the following obligations:

- a. MINOT COMMISSION ON AGING, INC. shall deliver meals to senior citizens residing in Minot and disabled citizens residing in Henry Tower and Milton Young Tower. Each meal delivery provides the Minot Commission on Aging, Inc. volunteer the opportunity to provide a wellness check to the recipient.
- b. MINOT COMMISSION ON AGING, INC. shall provide congregate meals in the form of a hot lunch served from 11:30am to 12:30 pm Monday-Friday. These meals shall be available to any individual 60 years of age or greater and will be available to those citizens at no required cost.
- c. MINOT COMMISSION ON AGING, INC. shall provide breakfast in the form of a hot breakfast served from 7:00am-10:00am. These meals shall be available to any individual 60 years of age or greater and will be available to those citizens at no required cost.
- d. MINOT COMMISSION ON AGING, INC. shall provide foot care clinics at the Minot Commission on Aging, Inc. facility a minimum of once per week. Foot care services will be provided to citizens of Minot 60 years of age or greater at no required cost.
- e. MINOT COMMISSION ON AGING, INC. will continue providing daily wellness phone calls to isolated seniors in the Minot area and provide assistance to seniors with Medicare Part D coverage selection during the open enrollment period.
- f. MINOT COMMISSION ON AGING, INC. shall provide senior activities such as exercise, yoga, crafts, bingo, assistance with technology or other program appropriate activities.
- g. MINOT COMMISSION ON AGING, INC. may provide additional services as authorized in Sec. 40-05-16 NDCC.



SERVICES AGREEMENT

City of Minot and Souris Basin Planning Council

This Agreement is entered into on this ____ day of _____, 2024, by and between the City of Minot (hereinafter "City") and Souris Basin Planning Council, a North Dakota non-profit corporation (hereinafter "Provider").

WHEREAS, the Provider has agreed to provide planning, economic development, program operations, coordination, and related services; and

WHEREAS, the City desires to hire Provider and to pay a not to exceed amount of \$20,000 for the costs of Services.

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

1. Term. The term of this Agreement shall be from January 1, 2025 through December 31, 2025. Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Provider agrees to provide the services outlined in Exhibit 1, which is attached and incorporated into this Agreement by reference.
3. Reports. In April and November, Provider shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the obligations outlined in Exhibit 1 of this Agreement.
4. Compensation. City shall pay Provider for its services hereunder compensation of \$20,000. Payment shall be made on a monthly basis with one-twelfth of the total annual contribution to be made on the first of each month, but only after receipt of a monthly invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.
5. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.

6. Termination.

- a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
- b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
- c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
- d. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	Souris Basin Planning Council
c/o City Manager	c/o Executive Director
P.O. Box 5006	P.O. Box 2024
Minot, ND 58702	Minot, ND 58702
cmgr@minotnd.org	briselda@sourisbasin.org

8. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
9. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to

nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 6(c) of this Agreement.

- 10.Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.
- 11.Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
- 12.Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
- 13.Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$2,000,000 per occurrence; (3) workers' compensation coverage meeting all

statutory requirements; and (4) Professional errors and omissions with minimum limits of \$1,000,000 per claim and in the aggregate, Provider shall continuously maintain such coverage during the Agreement period and for three years thereafter. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).

- 14.Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
- 15.Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
- 16.Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
- 17.Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
- 18.Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
- 19.Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that

performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.

20. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
21. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.
22. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

Thomas Ross
Mayor

David Lakefield
Finance Director

Mikayla McWilliams
City Clerk

SOURIS BASIN PLANNING COUNCIL


Briselda Hernandez, Executive Director



EXHIBIT 1

SOURIS BASIN PLANNING COUNCIL 2025 SERVICES AGREEMENT

1. SOURIS BASIN PLANNING COUNCIL (SBPC) Services. SBPC shall provide the following services and/or meet the following obligation:
 - a. Provide technical assistance to entrepreneurs applying for SBPC lending programs.
 - b. Perform duties provided in NDCC Ch. 54-40.1.
 - c. SBPC shall lend > \$0.5 million in SBPC funding
 - d. SBPC shall, through their business attraction/retention efforts, create/retain 50 jobs.
 - e. SBPC shall generate 50 new or expanding business leads in the region.
 - f. SBPC shall target 20 project leads with non-traditional entrepreneurs.
 - g. SBPC shall generate leads with 20 rural entrepreneurs.
 - h. SBPC shall leverage > \$3 million in private and local funding



SERVICES AGREEMENT
City of Minot and Minot Area Council of the Arts, Inc.

This Agreement is entered into on this ____ day of _____, 2024, by and between the City of Minot (hereinafter "City") and Minot Area Council of the Arts, Inc., a North Dakota non-profit corporation (hereinafter "Provider").

WHEREAS, the Provider has agreed to provide services to establish, maintain, and encourage arts within the city; and

WHEREAS, the City desires to hire Provider and to pay a not to exceed amount of \$40,000 for the costs of Services.

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

1. Term. The term of this Agreement shall be from January 1, 2025 through December 31, 2025. Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Provider agrees to provide the services outlined in Exhibit 1, which is attached and incorporated into this Agreement by reference.
3. Reports. In June and December, Provider shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the obligations outlined in Exhibit 1 of this Agreement.
4. Compensation. City shall pay Provider for its services hereunder compensation of \$40,000. Payment shall be made on a monthly basis with one-twelfth of the total annual contribution to be made on the first of each month, but only after receipt of a monthly invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.
5. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.

6. Termination.

- a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
- b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
- c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
- d. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	Minot Area Council of the Arts, Inc.
c/o Finance Director	c/o Executive Director
P.O. Box 5006	3 Main St S Suite 2
Minot, ND 58702	Minot, ND 58701
finance@minotnd.gov	info@minotarts.org

- 8. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
- 9. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to

nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 6(c) of this Agreement.

- 10.Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.
- 11.Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
- 12.Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
- 13.Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$2,000,000 per occurrence; and (3) workers' compensation coverage meeting

all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).

14. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
15. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
16. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
17. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
18. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
19. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding

obligation, enforceable against each party, its successors and assigns in accordance with its terms.

20.Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

21.Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.

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

CITY OF MINOT, NORTH DAKOTA

Thomas Ross
Mayor

David Lakefield
Finance Director

Mikayla McWilliams
City Clerk

MINOT AREA COUNCIL OF THE ARTS, INC.

Myles Barcomb, Co-Executive Director

Tonia Vitko, Co-Executive Director

MINOT AREA COUNCIL OF THE ARTS, INC.



Myles Barcomb, Co-Executive Director



Tonia Vitko, Co-Executive Director



EXHIBIT 1

MINOT AREA COUNCIL OF THE ARTS 2025 SERVICES AGREEMENT

1. MINOT AREA COUNCIL OF THE ARTS (MACA) Services. MACA shall provide the following services and/or meet the following obligations:
 - a. MACA shall support the Minot City Band.
 - b. MACA shall promote the arts and local artists using a combination of marketing mediums that may include: social media, direct mail, radio, tv and digital advertising as well as personal appearances.
 - c. MACA shall be an advocate for arts in the City. This shall include a total of 20 media/personal appearances per year.
 - d. MACA shall conduct 15 Arts in the City events.
 - e. MACA shall conduct 6 events at the Carnegie Center of Minot. The number of events may be reduced if in-person activities are restricted due to public health and safety concerns.
 - f. MACA shall promote the arts within the City consistent with section 40-05-01(73) NDCC.



SERVICES AGREEMENT
City of Minot and First District Health Unit

This Agreement is entered into on this 8 day of November, 2024, by and between the City of Minot (hereinafter "City") and First District Health Unit (hereinafter "Provider").

WHEREAS, the Provider has agreed to provide services relating to public health; and

WHEREAS, the City desires to hire Provider and to pay a not to exceed amount of \$318,000 for the costs of services.

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

1. Term. The term of this Agreement shall be from January 1, 2025 through December 31, 2025. Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Provider agrees to provide the services outlined in Exhibit 1, which is attached and incorporated into this Agreement by reference.
3. Reports. In June and December, Provider shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the obligations outlined in Exhibit 1 of this Agreement.
4. Compensation. City shall pay Provider for its services hereunder compensation of \$318,000. Payment shall be made on a monthly basis with one-twelfth of the total annual contribution to be made on the first of each month, but only after receipt of a monthly invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.
5. Collaboration. City shall pay opioid settlement funds received by the City to Provider which will be allocated to the Ward County Opioid Taskforce plan. Payments shall be made annually by February 15th. Opioid settlement payments

will be made in addition to, and not included in, the compensation described in paragraph 4.

6. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.
7. Termination.
 - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
 - b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
 - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
 - d. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
8. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	First District Health Unit
c/o Finance Director	c/o Executive Director
P.O. Box 5006	801 11 th Ave SW
Minot, ND 58702	Minot, ND 58701
finance@minotnd.gov	hibrekhus@nd.gov

9. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
10. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 6(c) of this Agreement.
11. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.
12. Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
13. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
14. Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or

completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).

15. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
16. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
17. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
18. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
19. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
20. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on

behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.

21. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
22. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.
23. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

Thomas Ross
Mayor

David Lakefield
Finance Director

Mikayla McWilliams
City Clerk

FIRST DISTRICT HEALTH UNIT



Holly Brekhus Executive Director



EXHIBIT 1

FIRST DISTRICT HEALTH UNIT (FDHU) 2025 SERVICES AGREEMENT

1. Statutory Obligations. FDHU agrees to perform any and all statutory duties as described in N.D.C.C. ch. 23-35, or any other applicable section of the N.D.C.C., within the corporate limits and extraterritorial zone of the City of Minot, North Dakota.
2. Scope of Services. FDHU agrees to provide the following additional services to the City in accordance with this Agreement:
 - a. Provide the following programs and services, exclusively in the FDHU Minot office: Environmental Health Lab services; tobacco cessation services; Optimal Pregnancy Outcome Program; High Priority Infant Program; HIV testing and treatment including the Ryan White Program; Tuberculous testing; Syringe Exchange Service that includes harm reduction counseling; and an Advanced Nurse Practitioner will provide STD and family planning services;
 - b. Provide any materials and personnel necessary to conduct up to 700 water tests for the City Public Works Department;
 - c. Administer up to 700 water tests for the City Public Works Department;
 - d. Provide any materials and personnel necessary to conduct up to 300 waste water tests for the City Public Works Department;
 - e. Administer up to 300 waste water tests for the City Public Works Department;
 - f. Provide any materials and personnel necessary to administer up to 5 Hepatitis B vaccines; up to 5 TDAP vaccines; and up to 5 boostrix TDAP vaccines to City of Minot employees;
 - g. Administer up to 5 Hepatitis B vaccines; up to 5 TDAP vaccines; and up to 5 boostrix TDAP vaccines to City of Minot employees; and

- h. Provide up to 125 two-dose boxes of Narcan to the City, for administration by the City's Police and Fire Departments.
- i. Serve as a coordinating entity for the Ward County Taskforce of which the City of Minot will have representation.
- j. Provide a minimum of one progress report annually on the use of the opioid settlement funds.

FDHU shall ensure the provision of such services by maintaining an appropriate number of qualified and competent staff to carry out such services, and shall monitor and evaluate the quality, appropriateness, and safety of such services provided to the City.



TO: Mayor Ross
Members of the City Council

FROM: Tom Joyce, Asst. City Manager

DATE: November 18, 2024

SUBJECT: PROCESS IMPROVEMENT AND INNOVATION TRAINING - BA

I. RECOMMENDED ACTION

It is recommended City Council accept the proposal from Raftelis; and approve a budget amendment on first reading to reallocate funds for Process Improvement and Innovation Training for City staff.

II. DEPARTMENT CONTACT PERSONS

Tom Joyce, Asst. City Manager, 701-857-4731

III. DESCRIPTION

A. Background

The most important component of the City of Minot's ability to provide essential services to the citizens of the City of Minot is our people. As we strive to meet the City Council's vision of "Building Excellence with Our Community" and its Aspirations (Dynamic & Flourishing, Prepared & Resilient, Safe & Welcoming, and Excellent & Connected), we need to do the best we can with what we have. Workforce development is a critical gear in the management of our human capital. In order to best employ our workforce, we need not only to recruit talent, but be committed to developing that talent to best optimize our delivery of quality services in the most cost-effective manner. While we strive to use in-house experts to conduct training when capable, there are other areas of training/skills where we do not have the in-house expertise to conduct such training ourselves.

B. Proposed Project

Provide a 2 ½-day Process Improvement and Innovation training for 16-24 City staff and a 2 hour Executive Champion Orientation to the City's executive team. City staff will use the process improvement tools (e.g., process mapping, root cause analysis, 5 S's waste elimination/ LEAN, SMART goal statements) learned to better address city needs and improvements via objective data analysis. Trained City Staff will waterfall these new skills to other staff members (i.e., use the training as a train-the trainer approach to the maximum extent

possible).

C. Recommendation Detail

Contract with Raftelis to provide this training. Raftelis has proven to be a reliable, trusted partner with the City in the recent past, facilitating both Council retreats and City Staff strategic planning sessions. The attached budget amendment allocates funds from various departments unspent training and travel budgets.

IV. IMPACT

A. Aspirations

Prepared & Resilient; Excellent & Connected: Essential to taking effective action, being fiscally responsible, and providing quality services is to effectively coach, train, and mentor our City teammates to best do such work.

B. Service/Delivery Impact:

Investing in our team by training them in Process Improvement and Innovation techniques, tactics, and practices will enhance our ability to assess, improve or eliminate current practices and processes and better focus on key result areas aligned with Council's aspirations and priorities.

C. Fiscal Impact

Project Costs

Process Improvement and Innovation:	\$22,500
Executive Champion Orientation:	<u>\$3,500</u>
Total BA	\$26,000

Project Funding

Project will be funded using unspent training and travel budgets in various departments.

VI. ALTERNATIVES

Seek other training opportunities at a reduced cost; or, develop in-house training based on resident knowledge (with the opportunity cost being Staff will be pulled away from their current role to develop training curriculum, learn/practice current adult learning education & training techniques, etc.); or, do not invest in our staff at this time by training them on process improvement practices (and thus not having the skills to maximize opportunities to reduce costs, make improvements or creating efficiencies).

Revised Concept - Process Improvement and Innovation

Program Description

Participants will learn and practice process improvement and innovation concepts and techniques, rooted in the disciplines of Lean and Six Sigma tailored to the specific needs and challenges of local government and utility sectors. Through a mix of direct instruction and hands-on activities, participants will learn and apply process improvement and innovation skills to improve operations and solve organizational issues. Problem solving concepts and tools will include root cause analysis, gap analysis, and addressing equity in process improvement. Innovation concepts and tools will include creative problem solving techniques geared toward challenging participants to think beyond “the way things have always been done.”

The following courses are included in this program:

- Process Improvement and Innovation (2.5 days)
- Executive Champion Orientation (2 hours)
- Project and Change Management Essentials (TBD)

Certification and CEUs

Participants completing the course will be awarded CEUs for this training program. The Raftelis Performance Academy grants CEUs for this course at a rate of 1 CEU for 10 contact hours. It is the individual’s responsibility to contact the appropriate licensing or credentialing organization before registering for any continuing education credit program. Following completion of the course, participants will receive access to a digital credential and certificate through our third-party credentialing partner, Accredible.

Logistics

Course Schedule

The following tentative schedule demonstrates an approach for onsite delivery of both Process Improvement and Innovation and Executive Champion Orientation.

Tuesday	8:30 – 4:30	Process Improvement and Innovation Day 1
Wednesday	8:30 – 4:30	Process Improvement and Innovation Day 2
Thursday	8:30 – 1:30	Process Improvement and Innovation Day 3
Thursday	2:30 – 4:30	Executive Sponsor Orientation

Lunch and Snacks

Drinks and light snacks will be provided by the client. A one-hour lunch break will be provided each day. Lunch is often purchased and brought in by the client on the final day to accommodate the earlier dismissal time and celebrate participants’ completion of the course. If this is not feasible, the course activities can be adjusted to accommodate a lunch break.

Training Location and AV Requirements

The training room needs to remain the same over all training days, as participants will be creating and posting process maps and other visual tools throughout the week. A room with ample open wall space is needed for this purpose. The training room should have tables and seating that can be easily moved to accommodate course activities. Wireless internet, projection, and audio are required.

Instructional Materials

Course instructional materials will be customized to include client logo and relevant graphics. A detailed print list with links to all of the necessary files will be provided at least two weeks prior to the course start date. These materials include a workbook that participants will use throughout the course and other paper-based activities.

All participants will receive access to a Process Improvement and Innovation toolkit, a set of useful digital reference guides with step-by-step instructions for each of the tools and techniques covered during the program as well as access to a set of electronic templates for their use after the conclusion of the program. Raftelis will provide the client with a link to a file sharing site to download these materials. The client will maintain their own digital repository (via SharePoint or similar) or may save these files to individual USB drives.

Course Outlines

The outlines that follow provide a summary of the learning content, objectives, and planned activities included in the Process Improvement and Innovation Course. The exact order and pacing of each topic area are subject to change to best meet the needs of course participants.

A narrative course description for the Executive Champion Orientation course is also provided.

Additional scoping for the Project and Change Management course is required. However, a tentative narrative course description is provided as well.

Process Improvement and Innovation – 2.5 Day Version

Module / Content		Objective	Activities
1	Introduction to Process Improvement and Innovation		
1-1	Welcome & Introductions		
	- Welcome - Introductions	Introduce the Raftelis team, City leadership, and course participants.	- City Rep Welcome - Group Discussion: Introductions / Expectations
1-2	Course Walkthrough		
	- Group Norms - Course Walkthrough	Set the stage of positive and collaborative experience.	- Chart Group Norms - Course Walkthrough - Q&A
1-3	Start With Why		
	- Why PII? Why Now? - Personal Why	Understand the context within which the PII program was developed and investigate participants' motivations.	- Group Discussion: Pandemic, Budget, & Modern Trends-Related Change - Small Group Discussion – Personal & Organizational Why
2	Process Improvement Basics		
2-1	Process Improvement Concepts		
	- What Is a Business Process? - The Process Improvement Cycle* - A3 Reporting*	Develop understanding of process improvement concepts and terms. Experience real-world examples of process improvement in action. Identify the three phases of process improvement and recognize the components of the A3 reporting template.	- Tennis Ball Activity - Group Discussion: What Business Processes Are You A Part Of?
3	Identifying a Process		
3-1	The 5 Voices		
	- The 5 Voices* - Addressing Equity in Process Improvement*	Identify and apply the concepts of tuning into the five channels of critical information in process improvement: the voices of customer, business, process, and conscience. Identify challenges to process equity and inclusion.	- Group Exercise: VOC – Empathy Map - Citizens of Pawnee Video (5 min) - Small Group Discussion: Equity
3-2	Business Process Simulation		
	- Introduction – Rules - Run round 1 of the simulation	Experience a business process in action and identify opportunities for improvement.	- OAM Teams: Business Process Simulation Round 1 - Round 1 Report Out
3-3	Tools for Identifying a Process		
	- SIPOC* - Project Selection Checklist* - Defining the Problem Statement	Develop skills related to process identification, project identification, project scoping and defining problem statements. Begin identifying potential improvement projects to complete after training.	- SIPOC Exercises - OAM Teams: OAM Process - Group Discussion: Project Selection - OAM Teams: Problem Statement (A3 Box 1)
4	Making the Invisible Visible		
4-1	Tools for Visualizing a Process		
	- SIPOC* - Gemba Walk* - Spaghetti Diagrams* - Process Mapping*	Create and interpret methods for visualizing business processes.	- Undercover Boss Video (2 min) - Group Exercise: Spaghetti Diagram – OAM Process - Group Exercise: Process Mapping Demonstration - OAM Teams: Process Mapping - OAM Process

* Content marked with an asterisk has an associated Toolkit resource

Module / Content		Objective	Activities
4-2	Tools for Analyzing a Process		
	- Eight Wastes (DOWNTIME)* - Value Investigation*	Identify waste and value-added activities within a process.	OAM Teams: Waste & Value Investigation – OAM Process
4-3	Tools for Data Collection		
	- Operational Definitions - Standardized Measures – CASE*	Identify, collect, and interpret data that is relevant to the process being evaluated. Develop operational definitions to ensure data is collected consistently and can be used for analysis.	- Wildebeest video (1 min) - Group Discussion: OAM Data - OAM Teams: Box 2 of A3
4-4	Tools for Root Cause Analysis		
	- Root Cause Analysis* 5 Whys - Fishbone Diagram	Apply various root cause analysis techniques to diagnose process inefficiencies.	- Funny 5 Whys Video - OAM Teams: Root Cause Analysis – OAM Process
4-5	Defining Process Improvement Goals		
	SMART Goals	Write SMART process improvement goal statements	- Group Discussion: SMART Goal Creation - OAM Teams: Develop a SMART Goal for the OAM process; Box 3 of A3
5	Tools For Identifying And Implementing Improvements		
5-1	Process Improvement Tools		
	Gap Analysis*	Develop a practical understanding of commonly used process improvement techniques and when to apply them.	- Group Exercise: Gap Analysis - Example - OAM Teams: Gap Analysis, A3 Report Box 4
	Batching and Continuous Flow*		Group Exercise: Batching Post-It Exercise
	Mistake-Proofing*		Group Discussion: How Do You Mistake-Proof In Government?
	Standard Work*		- How To Make A Big Mac Video (2 Min) - Group Exercise: Pig Drawing (Standard Work)
	6-S*		- Group Exercise: 6-S Numbers Game - Group Exercise: 6-S the room
5-2	Creative Problem Solving Tools		
	- Brainstorming Techniques* - Affinity Diagram - Impact/Effort Matrix	Develop understanding of multiple methods for developing creative and effective solutions for organizational issues.	- Group Exercises: Brainstorming Techniques Demonstration - OAM Teams: Brainstorming And Impact/Effort Matrix
5-3	Developing An Improved Process		
	Clean Sheet Redesign*	Identify the appropriate process improvement tools for a given process issue and redesign a business process.	OAM Teams: Clean Sheet Redesign, A3 Report Box 5-6
5-4	Business Process Simulation		
	- Introduction – Rules - Run round 2 of the simulation	Experience a business process in action and identify opportunities for improvement.	- OAM Teams: Business Process Simulation Round 2 - Round 2 Report Out
6	Tools for Sustaining and Reporting Progress		
6-1	Implementation		
	- Action Registers* - Project Roles	Apply a consistent approach to sustaining and reporting progress.	Group Exercise: OAM Action Register Demonstration

Module / Content		Objective	Activities
6-2	Measuring Success And Reporting Progress		
	- Measures of Success* - Project Report Outs	Report progress visually using a variety of means. Calculate standard performance measures related to process improvement.	OAM Teams: Complete A3 Report, Final Report-Out
Course Wrap-Up			
7	Demonstrating Mastery		
7-1	Learning Assessment		
	Learning Assessment	Demonstrate mastery of key topics explored during the training.	Pairs Exercise: Teach Back
8	Next Steps & Closing		
8-1	What's Next		
	Project Selection	Select an individual or small group improvement project and develop an action plan.	Project Discussions
8-2	Closing		
	Closing	Recognize participants for their engagement and achievement	- City Rep Closing Remarks - Group Picture - Participant Survey

Executive Champion Orientation – 2 hours

The purpose of Executive Champion Orientation is to provide an organization's senior leadership team with the information and call to action required to successfully support staff and initiatives associated with the Process Improvement and Innovation program. Primary areas of discussion will include:

- What is the purpose of Process Improvement and Innovation as a discipline
- Why is it important for the organization right now
- What have Process Improvement and Innovation course participants learned and shared
- How to effectively champion Process Improvement and Innovation initiatives

Project and Change Management - Tentative

Additional Scoping Required

The tentative purpose of the Project and Change Management course(s) will be to provide participants with the necessary tools to effectively manage cross-functional projects and teams, including Process Improvement and Innovation projects. In addition, participants will learn to recognize common organizational change management challenges and identify techniques for addressing them.

City of Minot

Process Improvement and Innovation Training Services

PROPOSAL / JULY 2024



July 25, 2024

Tom Joyce, Assistant City Manager
City of Minot
10 3rd Ave SW
Minot, ND 58701

Subject: Proposal for Process Improvement and Innovation Training Services

Dear Tom:

We are pleased to submit this proposal to the City of Minot (City) for process improvement and innovation training services. Our focus has always been to help utility and local government clients solve their financial, organizational, and technology challenges. Our mission is to strengthen organizations for those they serve and those who work in them. We provide our clients with the best thinking and execution in organizational design, workforce development, and process improvement. We believe our firm offers the City several distinct advantages:

- **A tailored and insightful approach:** Our team's approach specifically addresses the City's needs and will help provide a best practice-level training program. Through the Raftelis Performance Academy, Raftelis has created the only leadership and professional development, performance improvement, and innovation training program in the country that is specifically designed to meet the unique needs of utilities and local government. The training and development services that we offer are aimed at supporting high-performing leaders, driving process improvement, and fostering innovation and inclusion in utility and local government organizations.
- **Dynamic and engaging content and course delivery:** We are passionate about supporting the personal and professional development of the public service workforce, which drives us to employ innovation and creativity throughout the process of curriculum design and course delivery. Our programs harness the power of collaboration to fast-track learning, using shared experiences, connection building, information sharing, and hands-on practice to support direct instruction. Our course materials are useful and engaging, and unique and creative graphics are used to synthesize concepts and support dialogue.

We have had significant success working with local governments and utilities to support organizational excellence and promote a culture of process improvement and innovation. We look forward to the opportunity to serve the City. Please contact Manager Jennifer Teal at 513.818.4220 or jteal@raftelis.com if you have any questions.

Sincerely,



Julia Novak
Executive Vice President

SCOPE OF SERVICES

Scope of Services

To support the learning and professional development of its team, the City of Minot is seeking a training partner to provide on-site process improvement and innovation training for the City workforce.

Process Improvement and Innovation

PROGRAM DESCRIPTION

Participants will learn and practice process improvement and innovation concepts and techniques, rooted in the disciplines of Lean and Six Sigma, and tailored to the specific needs and challenges of local government. Through a mix of direct instruction and hands-on activities, participants will learn and apply process improvement and innovation skills to improve operations and solve organizational issues. Problem-solving concepts and tools will include process mapping, identifying waste, root cause analysis, and gap analysis, among others. Innovation concepts and tools will include creative problem-solving techniques that challenge participants to think beyond “the way things have always been done.”

All course participants will receive access to a digital Process Improvement and Innovation toolkit, a useful reference guide with step-by-step instructions for each of the tools and techniques covered during the program, as well as access to a set of electronic templates for their use after the conclusion of the program. Participants who successfully complete the end-of-class learning assessment will earn the RPA Process Improvement and Innovation Certification.

PROGRAM LOGISTICS

- **Delivery:** The program will consist of two and a half consecutive days, to be delivered in person
- **Instructor(s):** The course will be developed and instructed by Jennifer Teal with additional instructional support from an experienced Raftelis trainer
- **Maximum Participants:** 24 participants per session
- **Pre-work:** Participants may be asked to complete a brief survey prior to the program
- **Scheduling:** Sessions are typically scheduled Tuesday through Thursday, beginning at 8:30 a.m.
- **Fee:** \$22,500 per session; a \$5,000 deposit is required to reserve each scheduled session

Executive Champion Orientation

PROGRAM DESCRIPTION

The purpose of Executive Champion Orientation is to provide the City’s senior leadership team with the information and call to action required to successfully support staff and initiatives associated with the Process Improvement and Innovation program. Primary areas of focus will include:

- The purpose of process improvement and innovation as a discipline
- The importance of process improvement and innovation to the City at this time
- An overview of the tools and concepts course participants will learn
- The role and importance of the Executive Champion for process improvement and innovation initiatives

PROGRAM LOGISTICS

- **Delivery and Scheduling:** Executive Champion Orientation is a two-hour program that will be delivered in-person in conjunction with the with the Process Improvement and Innovation program
- **Instructor(s):** The course will be developed and instructed by Jennifer Teal with additional instructional support from an experienced Raftelis trainer
- **Fee:** \$3,500 per offering when held in conjunction with the Process Improvement and Innovation course

Process Improvement and Innovation Project Coaching

PROGRAM DESCRIPTION

In order to sustain lasting change in the organization, the City plans to encourage participants in the Process Improvement and Innovation program to complete one or more process improvement projects following their completion of the course. Group and individual coaching is available for individuals and teams who are implementing process improvement and innovation projects.

These coaching sessions are designed to:

- Help participants identify and scope process improvement and innovation projects
- Provide troubleshooting support during participant projects, including helping participants identify the right process improvement and innovation tools for the job

PROGRAM LOGISTICS

- **Delivery:** Coaching will be delivered virtually only via Teams or Zoom
- **Scheduling:** Group and individual coaching sessions will be scheduled in one-hour increments on an as-needed basis
- **Fee:** Coaching services will be charged on a time and expenses basis at \$285 per hour

Project and Change Management Basics

PROGRAM DESCRIPTION

The purpose of the Project and Change Management course is to provide participants with the necessary tools to effectively manage cross-functional process improvement and innovation projects and teams. Through a mix of direct instruction and hands-on activities, participants will learn and apply foundational project management concepts and skills related to team dynamics, communication, and keeping projects on track. Participants will also learn to recognize common organizational change management challenges and identify techniques for addressing them.

PROGRAM LOGISTICS

- **Delivery:** The program will consist of one day of training, to be delivered in person
- **Instructor(s):** The course will be developed and instructed by Jennifer Teal with additional instructional support from an experienced Raftelis trainer
- **Maximum Participants:** 24 participants per session
- **Pre-work:** Participants may be asked to complete a brief survey prior to the program
- **Scheduling:** Sessions are typically scheduled Tuesday through Thursday, beginning at 8:30 a.m.
- **Fee:** \$15,000 per offering; a \$5,000 deposit is required to reserve each scheduled session

FEES

Fees

The proposed scope of services and associated fees includes all professional services and the development of instructional materials for the proposed course. It does not include time or expenses related to securing training locations, consumable supplies, copies, and travel or meals for participants. Any expenses beyond those explicitly listed are the responsibility of the City.

Course / Type	Format	Duration	Cost
Process Improvement and Innovation	In Person	2.5 Days	\$22,500
Executive Champion Orientation	In Person	2 Hours	\$3,500
Process Improvement and Innovation Project Coaching	Virtual	Hourly	\$285/hour
Project and Change Management Basics	In Person	1 Day	\$15,000

A deposit of \$5,000 per session is required to secure any session dates. The balance will be invoiced following completion of the session.

EXPERIENCE

Experience

City of Charleston SC

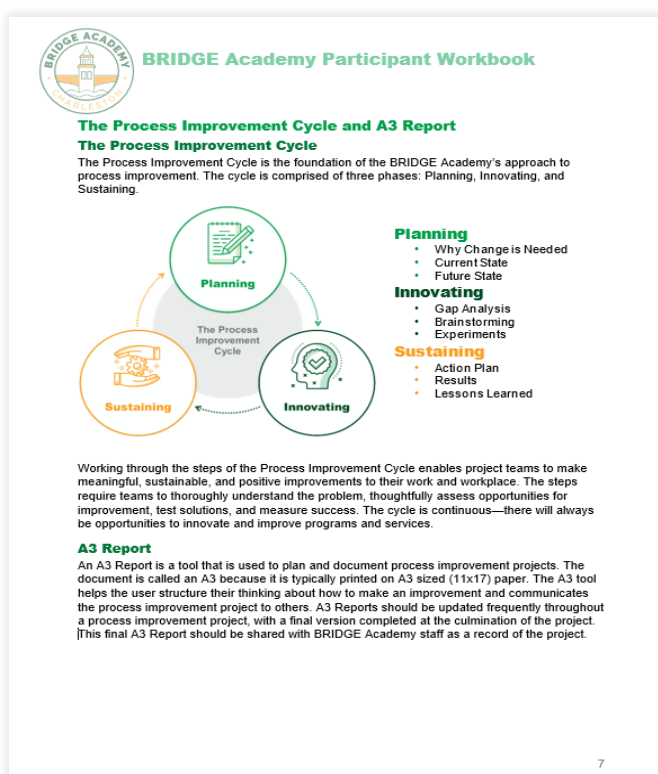
Reference: Susan Poteat, Director of Process and Service Improvement

P: 843.577.1381 / E: poteats@charleston-sc.gov

Over the past six years, Raftelis and the City of Charleston (City) have developed a dynamic innovation and process improvement program, designed for local governments and utilities, that focuses on systematically building expertise and capacity within public service organizations, called BRIDGE Academy. BRIDGE Academy is a process improvement and innovation training program that is designed for local governments and utilities. BRIDGE Academy, which stands for “building resilient, innovative, data-driven government employees,” is designed to create an internal engine of innovation. BRIDGE academy participants, as formal and informal leaders in local government and utilities, develop in-depth expertise in LEAN and Six Sigma process improvement techniques. They then apply those techniques in their daily work and, just as importantly, train their peers, cultivating a culture of continuous improvement.



BRIDGE Training Workshop and sample page from custom workbook, City of Charleston, SC

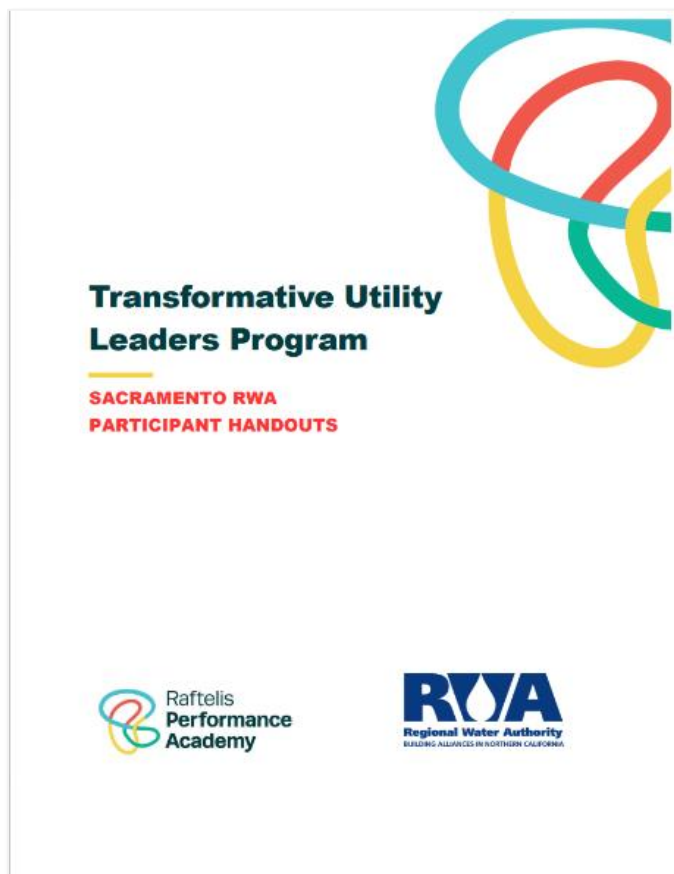


Our team of consultants has also worked alongside the City's efficiency experts and the Process and Service Improvement Department to conduct value-added analyses of many of the City's core lines of business. Monthly meetings with the Mayor and project leadership ensure continued progress on implementing initiatives.

Sacramento Regional Water Authority CA

Reference: Jim Peifer, Executive Director
P: 916.967.7692 / E: jpeifer@rwah2o.org

The Sacramento Regional Water Authority (Authority) engaged the firm to provide leadership development training services, which is currently in the planning phase. In May 2024, through our Raftelis Performance Academy, Raftelis provided its Transformative Utility Leaders class onsite at the Authority. Participants spent four immersive days focused on transformative leadership concepts through a curriculum designed to support emerging and seasoned leaders alike. Key focus areas included authentic leadership, strategic planning and visioning, communications and innovation, and change management. This program also included a hands-on utility simulation, designed to provide participants with the opportunity to explore the key issues and choices faced by 21st century utility organizations. The Transformative Utility Leaders program uses a blend of direct instruction, shared experiences, connection-building, hands-on exercise, and self-exploration to support participants' professional and leadership development





AUTHENTIC LEADERSHIP REFLECTIONS

The Peak Experience tool is a great way to begin to delve into what authentic leadership means to you. For further reflection, consider the following prompts:

Which people and experiences in your early life had the greatest impact on you?	
What tools do you use to become self-aware?	
What are your most deeply held values?	
What motivates you?	
What kind of support team do you have?	
Is your life integrated (i.e., are you the same person at work as you are in the rest of your life)?	

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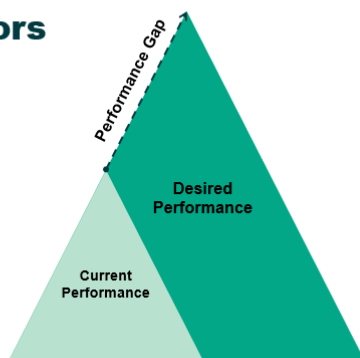
City of Beaverton OR

Reference: Dan Weinheimer, Assistant City Manager
P: 970.232.4352 / E: dweinheimer@beavertonoregon.gov

In early 2024, the City of Beaverton (City) engaged the Raftelis Performance Academy to provide staff with four days of onsite Process Improvement and Innovation training. This highly interactive course included an introduction to the concepts of process improvement and innovation, planning and selection of improvement projects, visualization and data collection tools and problem definition, and innovation tools to identify and solve problems. Participants were tasked with selecting a project and developing an action plan. The course concluded with tools to sustain progress, including project management and measures of success, and a graduation ceremony for participants.

Gap Analysis – Critical Success Factors

1. Identify Current Performance
2. Define Desired Performance
3. Evaluate the Performance Gap
 - > What is currently preventing achievement of the goal?
 - > What are the root causes of the problems you see in the process?
4. To move from Current to Desired performance levels, what **MUST** change?



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Behavioral Insights

SOCIAL

- Show that most people are performing the desired behavior
- Use existing networks
- Encourage people to make commitments to others
- Examples:
 - > Include language in collection letters that "most people pay on time"
 - > Share neighborhood recycling rates



TIMELY

- Prompt people when they are likely to be most receptive
- Consider immediate costs and benefits
- Bridge the "intention/action gap"
 - > Ask for payment during the registration process, not later
 - > Place recycling bins in the places most likely to be littered



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Jennifer Teal

Manager

PROFILE

Jennifer has over 20 years of public sector experience, including 10 years of leadership experience in local government. She has a wide array of expertise in organizational assessment, process improvement, financial management, strategic planning, and leadership development. Jennifer is a certified Lean Six Sigma Black Belt. Her commitment to empowering others has led to the implementation of numerous lean management projects that improve the efficiency and quality of government services and the development of in-house process improvement and innovation academies in multiple communities. She is a skilled facilitator, trainer, and problem solver, having led several organizations through the development of strategic plans, detailed implementation plans, and performance measurement systems.

Jennifer began her local government career as an undergraduate intern with the Village of Lincoln Heights, Ohio, where she developed a parks plan and several grant applications for the community. After working for the Department of Homeland Security and the Department of Defense, Jennifer returned to local government to manage the business operations of the City of Colorado Springs' Stormwater Enterprise. There, she oversaw the business, finance, customer service, IT, and GIS functions of a \$16 million/year utility responsible for maintaining and improving stormwater infrastructure.

In Gahanna, Ohio, Jennifer worked as the deputy finance director, chief financial officer, and finally, city administrator. In her finance roles, Jennifer was instrumental in guiding the City out of the recession while strengthening its financial position and management strategies. Jennifer led the City through a bond rating increase, multiple debt issuances, the development of key financial policies, and multiple rounds of union negotiations. Working with the elected leadership, Jennifer transformed the City's budget and financial reporting processes to align with best practices and Government Finance Officer Association award standards and developed the community's first Citywide strategic plan.

Jennifer is active in the local government industry, has presented at several conferences, and co-authored a recent peer-reviewed article on process improvement in the public sector for the *Journal of Public Integrity*. She is also a lecturer at the Ohio State University John Glenn College of Public Affairs, where she teaches graduate and undergraduate seminars in Local Government Administration.



Specialties

- Strategic Planning
- Facilitation
- Organizational assessment
- Training and curriculum development
- Performance management
- Business process improvement
- Lean process development and implementation

Professional History

- Raftelis: Manager (2022-present)
Senior Consultant (2020-2022);
Associate, The Novak Consulting Group (2019-2020)
- The Ohio State University: Lecturer (2019-present)
- J Teal Consulting: Principal Consultant (2017-2019)
- City of Gahanna, Ohio: City Administrator (2016-2017), Chief Financial Officer (2011-2015), Deputy Finance Director (2009-2011)
- City of Colorado Springs, Colorado - Stormwater Enterprise: Business Administrator (2007-2009)
- Missile Defense Agency: Financial Manager (2006-2007)
- Department of Homeland Security: Budget Analyst (2003-2006)
- George Mason University: Budget Assistant (2001-2003)
- Village of Lincoln Heights, Ohio: Economic Development Intern (1999)

Education

- Master of Public Administration - George Mason University (2003)
- Bachelor of Arts in Urban Planning and Public Administration - Miami University (2000)

Certifications

- Lean Six Sigma Black Belt Certification
- Everything DiSC® Certification

Professional Memberships

- International City/County Managers Association (ICMA)
- Ohio City/County Management Association (OCMA)
- Engaging Local Government Leaders (ELGL)
- Water Environment Federation (WEF)

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE CITY MANAGER CONSULTANT EXPENDITURES AND DECREASE VARIOUS DEPARTMENTS TRAINING AND TRAVEL EXPENDITURES FOR A FACILITATED PROCESS IMPROVEMENT AND INNOVATION TRAINING.

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

- §1: Amend the 2024 annual budget to increase the City Manager consultant expenditures and decrease various departments training and travel expenditures for a facilitated process improvement and innovation training:

10012000-43040		\$26,000
10011000-45800		(3,000)
10012000-45800		(1,000)
10018000-45800		(3,000)
10018000-45900		(1,000)
10019000-45800		(1,000)
10019000-45900		(5,000)
10036000-45800		(2,000)
10036000-45900		(2,000)
10038000-45800		(2,000)
10040000-45800		(5,000)
10040000-45900		(1,000)

- §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



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: November 18, 2024

**SUBJECT: APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF MINOT AND THE CENTRAL DAKOTA
METROPOLITAN PLANNING ORGANIZATION**

I. RECOMMENDED ACTION

It is recommended City Council approve the MOU and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 701-857-4721

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

This memorandum of understanding (MOU) establishes and delineates the operational relationship between the City of Minot and the Central Dakota Metropolitan Planning Organization (CDMPO), for which the City of Minot is a member. Further, this document underscores the independence of the CDMPO as an independent decision-making body represented by the Cities of Burlington, Minot, and Surrey, and Ward County despite the interoperability of certain administrative functions in carrying out the continuing, cooperative, and comprehensive (3-C) transportation planning process required under Title 23 USC 134.

B. Proposed Project

The proposed MOU formally establishes the relationship between the City of Minot and the CDMPO and what administrative services the City has in running the CDMPO function.

C. Recommendation Detail

It is recommended City Council approve the MOU to formalize the relationship between the City of Minot and the CDMPO and authorize the Mayor to sign the MOU.

IV. IMPACT

A. Aspirations

The purpose of the CDMPO aligns with all the City Council aspirations.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

There is no fiscal impact related to this agreement.

VI. ALTERNATIVES

The City Council could deny the MOU and not formalize the relationship between the City of Minot and the CDMPO. Staff does not recommend this as best practice is to delineate the relationship and responsibilities of both parties.

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being executed by the below listed entities:

Central Dakota Metropolitan Planning Organization (CDMPO)

City of Minot

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities, listed above.

I. Purpose

This MOU establishes and delineates the operational relationship between the City of Minot and the Central Dakota Metropolitan Planning Organization (CDMPO), for which the City of Minot is a member. Further, this document underscores the independence of the CDMPO as an independent decision-making body represented by the Cities of Burlington, Minot, and Surrey, and Ward County despite the interoperability of certain administrative functions in carrying out the continuing, cooperative, and comprehensive (3-C) transportation planning process required under Title 23 USC 134.

II. Background

Federal regulations require that a Metropolitan Planning Organization (MPO) be designated for an urbanized area with a population over 50,000. The 2020 U.S. Census identified the Minot area as an urbanized area with a population over 50,000. On November 9, 2023, Governor Burgum, at the request of representatives of the Cities of Burlington, Minot, and Surrey, and Ward County, designated the Central Dakota Metropolitan Planning Organization (CDMPO) as the metropolitan planning agency responsible for carrying out the continuing, cooperative, and comprehensive (3-C) transportation planning process required under Title 23 USC 134.

The CDMPO Policy Board evaluated multiple organizational structures. In coordination with the City of Minot, the Policy Board determined that, at this time, utilizing already established organizational infrastructure within the City of Minot such as HR processes, IT services, Finance Department capability to track expenses, process reimbursement requests, and facilitate state/federal audits, and other organizational systems necessary to function as an organization is the optimal means to carry out the continuing, cooperative, and comprehensive (3-C) transportation planning process required under Title 23 USC 134.

Under this operational structure, the City of Minot will provide organizational infrastructure for a time necessary to meet federal requirements for adoption of a Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), and annual or bi-annual Unified Planning Work Program (UPWP), and to establish general independence by securing the organizational infrastructure to function independent of the City of Minot. Further, the City of Minot will employ an Executive Director on behalf of the CDMPO and provide, as is reasonably available, other staff hours as outlined in the adopted Unified Planning Work Program (UPWP) that are eligible for reimbursement through the Consolidated Planning Grant (CPG).

III. Mutual Benefits of Interoperability Between City of Minot and CDMPO

The operational relationship between the City of Minot and CDMPO provides mutual benefits to each organization. Through this relationship, the CDMPO will allocate limited Consolidated Planning Grant (CPG) funds toward additional plans, studies, data and capital acquisitions, and other eligible activities that would otherwise be directed toward overhead costs related to the soft infrastructure provided by the City of Minot. In turn, the City of Minot receives the benefits stemming from the additional plans, studies,

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Commented [HS1]: What if we don't have the staff availability to comply?

Commented [JV2R1]: Then the City of Minot would need to convey that as the UPWP is being developed. I don't foresee this being forced on the City of Minot by the other 3 member jurisdictions, but rather the UPWP being modified to incorporate these limitations. In addition, the hours are merely budgeted. Just as we have a set amount of hours established for an Accountant and Office Assistant, there is no requirement that they all be utilized. It just may mean some work does not get done throughout the year if staff hours are unavailable.

I've added "as is reasonably available" to give the City an out should there be no one available. I should also note that I've had many discussions with department heads on potential partially funded employee arrangements. It makes no sense to structure a UPWP around people that won't be available so these discussions/arrangements occur prior to adoption of the UPWP.

data and capital acquisitions, and other eligible expenses provided by the CDMPO.

IV. Desired Outcomes

The goals and objectives of the operational relationship between the City of Minot and CDMPO are as follows:

1. Provide sufficient time, as determined by the CDMPO and/or City of Minot, for the CDMPO to establish a Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), and annual or bi-annual Unified Planning Work Program (UPWP), and to establish general independence by securing the organizational infrastructure to function independent of the City of Minot.
2. Accomplish additional plans, studies, data and capital acquisitions, and other eligible activities with Consolidated Planning Grant (CPG) funds that would otherwise be directed toward overhead costs related to the soft infrastructure provided by the City of Minot.
3. To recognize the City of Minot and CDMPO's joint commitment to provide a setting for a continual, coordinated and cooperative ("3-C") transportation planning process to occur and to build regional agreement on transportation investments that balance pedestrian, bicycle, public transit, roadway, and other transportation needs while supporting regional environmental, land use, and economic goals.

V. Parties Responsibilities

The City of Minot will:

1. Employ ~~an~~ the Executive Director, who shall be selected by the CDMPO.

Commented [SS3]: I know this is down in Section VI, but I think this language helps clarify.

based on a job description and hourly wage adopted by the CDMPO.

2. Provide organizational infrastructure including HR, IT services, and other organizational infrastructure necessary for the CDMPO to function as an organization.
3. Perform all necessary duties as subrecipient of the Consolidated Planning Grant (CPG) and other grants as may be secured by the CDMPO including but not limited to tracking of expenses, processing of reimbursement requests, providing monthly financial report(s) to the CDMPO Policy Board, facilitati~~on~~ing state/federal audits, and maintaining commercial general liability and automobile liability insurance at the minimum limits of liability as required within the~~r~~outine sService aAgreements with sSovereign eEntities and pPolitical sSubdivisions of the State of North Dakota.
4. Employ additional CDMPO staff who shall be selected by and report to the Executive Director, as may be necessary to fulfill the purpose and directives as provided by the CDMPO Policy Board.
5. Provide office space for the Executive Director and other staff wholly dedicated to the CDMPO subject to the provisions outlined in a separate office lease agreement.

The CDMPO will:

1. Collect annual dues from the Cities of Burlington, Minot, and Surrey, and Ward County in the amounts as adopted by the CDMPO Policy Board adequate to cover the local match (20%) required of the Consolidated Planning Grant (CPG) to cover all eligible expenses.
2. Include the Executive Director and other staff, whether wholly or

Commented [SS4]: Have there been any questions that have arisen as to what is/is not considered infrastructure?

Commented [HS5]: Needs to be contingent on CDMPO reimbursement. Don't want this interpreted later as an obligation of the City at our cost.

Commented [JV6R5]: This is covered in CDMPO #2 below. That the ED and all staff, whether wholly or partially dedicated to the CDMPO, must be included in the UPWP to establish eligibility for reimbursement.

Commented [SS7]: I know this is down in Section VI, but I think this language helps clarify.

Commented [HS8]: What if we don't have the room or have remodeling costs to fulfill this commitment?

Commented [JV9R8]: It's subject to the provisions outlined in a separate office lease agreement. At this time, it's the Executive Director's office. Any changes to the office lease agreement would need to be approved by both decision-making bodies, where the costs of the remodel would need to be determined at that time. If both parties don't agree then there is no change. In short, the CDMPO can't force a remodel on the City to accommodate staff.

partially dedicated to the CDMPO, in the annual or bi-annual Unified Planning Work Program (UPWP) to establish eligibility for reimbursement through the Consolidated Planning Grant (CPG).

3. Utilize annual dues collected from the Cities of Burlington, Minot, and Surrey, and Ward County and CPG funding to cover costs associated with City of Minot responsibilities in [this](#) Section V.
4. Enter into contracts for professional services and/or capital acquisitions as necessary to fulfill the purpose and directives as established by the CDMPO Policy Board, following the necessary procurement policies as established by the State of North Dakota and federal government.
5. Account for all CDMPO expenses within the Unified Planning Work Program (UPWP), working closely with the City of Minot to incorporate eligible expenses within the UPWP as they are identified that would reduce the overall cost burden of the City of Minot stemming from the operational relationship created through this MOU.
6. Operate as an independent organization as established by the Governor's designation on November 9, 2023, performing the functions outlined in the Memorandum of Agreement Covering Metropolitan Planning within the Minot Metropolitan Area (NDDOT Contract # 38231446) between the North Dakota Department of Transportation (NDDOT), CDMPO, and City of Minot (transit provider) dated December 19, 2023, all in a manner congruent with MPO Bylaws adopted by the Policy Board on October 23, 2023 and fully executed on February 1, 2024.

VI. Supervision Responsibility for the Executive Director and Other Staff Wholly

Dedicated to CDMPO

The CDMPO Policy Board shall be the appointing authority for the Executive Director and is solely responsible for the appointment and removal of the Executive Director. In addition, the CDMPO Policy Board shall be responsible for providing annual performance evaluations to the Executive Director, for handling any necessary disciplinary action relating to the Executive Director, and for establishing CDMPO priorities to be accomplished through the Executive Director. The Executive Director reports directly to the CDMPO Policy Board, with the Chair of the CDMPO acting as primary liaison to the Executive Director outside of monthly CDMPO Policy Board meetings.

The Executive Director shall be the appointing authority for all CDMPO staff and is solely responsible for the appointment and removal of all CDMPO staff. In addition, the Executive Director shall be responsible for providing annual performance evaluations of all CDMPO staff, for handling any necessary disciplinary action relating to all CDMPO staff, and for providing direction to all CDMPO staff.

As employees of the City of Minot, the Executive Director and any other staff wholly dedicated to the CDMPO are required to follow the City of Minot HR policies and procedures which may be adopted or amended from time to time, excepting therefrom appellate procedures involving the Civil Service Commission (Sections 24-101 thru 24-104 of the Code of Ordinances, Minot, North Dakota). [The Executive Director and CDMPO employees are not members of the City of Minot's Civil Service.](#) Grievances will be heard and decided with finality by the Policy Board.

VII. Annual Review

This MOU shall be reviewed at least annually by the CDMPO at a Policy Board meeting

where not fewer than two (2) of the three (3) City of Minot Policy Board members are present. Following such review, the CDMPO may propose amendments to the MOU that better reflect the organizational relationship between the City of Minot and CDMPO following the procedure outlined in paragraph VIII below. The failure to follow the guidelines prepared under this paragraph VII shall not give rise to any claim for relief by one party against the other, other than the ability to terminate this contract as provided in paragraph IX below.

VIII. Amendments

This contract may be amended or modified at any time, but only by the written agreement of both parties.

IX. Term of Contract

The term of this contract shall be twenty-four (24) months, beginning May 1, 2024 and ending April 30, 2026. The contract shall automatically be extended in twelve (12) month increments. Any party may cancel this contract without cause upon giving a one-hundred-eighty (180) day written notice to each party.

X. Liability

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, the Agreement shall not create any rights in any party not a signatory hereto.

As agreed to and in partnership with:

Thomas Ross, Mayor

Date

City of Minot

John Fjeldahl, Chair
Policy Board
Central Dakota Metropolitan Planning Organization

Date



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: November 18, 2024

SUBJECT: APPROVE THE OFFICE LEASE AGREEMENT WITH THE CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATION

I. RECOMMENDED ACTION

It is recommended City Council approve the office lease agreement with the Central Dakota Metropolitan Planning Organization (CDMPO) and authorize the City Manager to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager, 701-857-4721
David Lakefield, Finance Director, 701-857-4774
John Van Dyke, MPO Executive Director, 701-420-4524

III. DESCRIPTION

A. Background

The Executive Director of the Central Dakota Metropolitan Planning Organization (CDMPO) is employed by the City of Minot and occupying an office in City Hall. In discussions with the State of ND, they recommended executing an office sharing lease agreement between the City of Minot and the CDMPO to formalize the arrangement.

B. Proposed Project

The office lease proposed will finalize the agreement between the City of Minot and the CDMPO and allow for reimbursement through the Consolidated Planning Grant (CPG) from the State of ND.

C. Recommendation Detail

It is recommended City Council approve the office lease agreement with the Central Dakota Metropolitan Planning Organization (CDMPO) with an initial term through December 31, 2025.

IV. IMPACT

A. Aspirations

This lease agreement meets the Council aspiration, Excellent and Connected, as we partner with the CDMPO to be fiscally responsible and increase the revenue for the City of Minot.

B. Service/Delivery Impact:
N/A

C. Fiscal Impact
The office rent will be recorded as revenue in the General Fund.

VI. ALTERNATIVES

The Council could decide to not approve this lease agreement leaving the City of Minot to absorb the operational costs of housing the CDMPO Executive Director.

OFFICE SHARING AGREEMENT

The parties to this office sharing agreement ("Agreement") are the Central Dakota Metropolitan Planning Organization ("CDMPO"), and the City of Minot, a North Dakota municipal corporation, ("LANDLORD") located at 10 3rd Ave SW, Minot, ND 58701. CDMPO and LANDLORD are collectively referred to as the "Parties" herein;

1. SCOPE OF AGREEMENT

LANDLORD, in exchange for the consideration to be paid by the CDMPO as set forth herein, hereby agrees to provide shared office space situated in the City of Minot, County of Ward and State of North Dakota to and for the use of the CDMPO at 10 3rd Ave SW, Minot, ND 5701, office #310 (the location of which is hereinafter referred to as "Premises"). It is understood by and between the Parties that the office space which is the subject matter of this Agreement is located within a building utilized by the LANDLORD. The terms of this Agreement reflect such usage.

2. TERM OF AGREEMENT

The term of this Agreement shall be for a period commencing on the 1st day of June 2024 and terminating on the 31st day of December 2025, unless terminated earlier as provided herein. This Agreement does not automatically renew.

3. AGREEMENT EXTENSION AND RENEWAL OPTIONS

The CDMPO reserves the right to extend the Agreement period for an additional period of time, not to exceed 12 months, beyond the normal expiration date of the Agreement.

CDMPO may renew this Agreement for three successive one-year terms by written notice prior to the expiration of the initial term or any term of renewal. Any renewal or extension will be according to the same terms and conditions of this Agreement.

4. PAYMENTS

CDMPO will pay rent ("Rent") to the LANDLORD for the use of the Premises described herein the total amount of \$3,100.00 per annum (\$775 per quarter). The payment shall follow the payment schedule per the table below:

Quarter	2024	2025+
1 st Quarter / January 1 – March 31	N/a	April 30
2 nd Quarter / April 1 – June 30	October 31	July 31
3 rd Quarter / July 1 – September 30	October 31	October 31
4 th Quarter / October 1 – December 31	January 31, 2025	January 31 of the subsequent year

The payment for 2nd Quarter 2024 will be prorated from the commencement date of this agreement (June 1, 2024) through June 30, 2024 (30 days) at a rate of \$8.61 per day. The total rent payment for 2nd Quarter 2024 is \$258.30.

Payment shall be made to the City of Minot, 10 3rd Ave SW, Minot, ND 58701 unless the CDMPO is notified otherwise in writing by LANDLORD.

5. LANDLORD'S OBLIGATIONS.

During the term of this Agreement, and any extensions or renewals, LANDLORD agrees:

- a. To provide and pay for all water, sewer, heat, electricity, air conditioning, internet access, and all other utility fees, excluding cellular phone, charged against the Premises.

- b. To perform all necessary maintenance and repairs requested by CDMPO which are related to use and habitability of the Premises, including structural, pest control, and security.
- c. To keep the walkways and parking areas of the Premises free of accumulations of snow and ice and to cut and care for the grass, shrubbery, plants, and trees on the Premises.
- d. That LANDLORD shall not permit any activity to be conducted in other portions of the Premises that will materially interfere with CDMPO's use and enjoyment of the Premises. The Parties acknowledge that the Premises is primarily used as an administration building open to the public.
- e. After first receiving permission in writing from the Property Maintenance Superintendent, CDMPO may install items which it deems necessary for maximum and optimum utilization of the Premises. CDMPO may, at any time, remove from the Premises all fixtures and other equipment owned by CDMPO; provided that the removal must be completed by termination of this Agreement or any renewal or extension. CDMPO agrees to repair any damages that may be done to the Premises resulting from the removal of the items, if any.
- f. That CDMPO may place signs and directories upon entrance doors, in hallways leading to its Premises, or doors and walls within the Premises.
- g. To have available free parking for use by CDMPO, its agents or designees, in the Renaissance Ramp and City of Minot City Hall parking lot.
- h. To comply at its own expense with all federal, state, county, and city laws and ordinances and all lawful rules, regulations, or orders of any duly constituted authority, present or future, affecting the Premises.
- i. To provide to CDMPO, at no expense to the CDMPO, reasonable and standard Premises and building security. Any additional, unusual, or unique security required by CDMPO due to CDMPO's use of Premises, shall be at the CDMPO's sole expense. CDMPO may, at any time, remove from the Premises all security fixtures and other security equipment owned by CDMPO; provided the removal is completed by termination of this Agreement or any renewal or extension. CDMPO agrees to repair any damages that may be done to the Premises resulting from the removal of the security items, if any.
- j. To provide access to meeting rooms, communication services and bathroom facilities.
- k. To pay all real estate taxes and special assessments on the Premises during the Term of the Agreement.

6. CDMPO'S OBLIGATIONS.

For the term of this Agreement, and any renewals or extensions, CDMPO agrees:

- a. To pay the amounts set forth in this Agreement when due.
- b. To keep the Premises in reasonable condition - the same as at the commencement of the term or as it may be put by the LANDLORD, except for reasonable use and wear, and damage by fire and unavoidable casualty.
- c. Not to make any unlawful, improper, or offensive use of the Premises, and to observe all the laws of the State of North Dakota and the ordinances of the City of Minot in force from time to time relating to the Premises.
- d. To permit the LANDLORD at all reasonable times to enter and examine the Premises and to make necessary repairs for the protection of the Premises.
- e. To surrender the Premises to LANDLORD at the expiration of the term; and, in default of the payment due or failure to perform its obligations under this Agreement, to surrender the Premises upon demand made by LANDLORD.
- f. To maintain at its own expense and assume responsibility for all office equipment, furniture, and fixtures installed by CDMPO.

7. TERMINATION OF AGREEMENT

- a. **Termination by Mutual Agreement.** This Agreement may be terminated by mutual consent of both parties, in writing.

- b. **Termination for lack of funding or authority, and in public interest.** CDMPO, without any liability, may terminate this Agreement effective upon delivery of written notice to the LANDLORD, or on any later date stated in the notice, under any of the following conditions:
- (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow the payment of the rental cost as provided under this Agreement. The Agreement may be modified by agreement of the Parties in writing to accommodate a reduction in funds.
 - (2) If alternative space becomes available within a member-jurisdiction-owned building that is more suitable for CDMPO operations as determined by the CDMPO Policy Board.
 - (3) If CDMPO's authority to spend its appropriations is reduced or limited by law, or by reductions in federal or other grant funds to a point, CDMPO, in its sole discretion, deems insufficient to pay the full rental cost for the remainder of the Term of this Agreement.
- c. **Termination for cause.** The CDMPO by written notice to the LANDLORD may terminate the whole or any part of this Agreement:
- (1) If the LANDLORD fails to comply with any of its obligations under this Agreement, or if CDMPO determines it must relocate to comply with the Americans With Disabilities Act of 1990 or any rules adopted under the act, or with any other state or federal law or rules by providing thirty (30) days' written notice to LANDLORD.
 - (2) If the Premises described herein are destroyed or damaged by fire or the elements to the extent they become untenable, then this Agreement shall immediately terminate, unless the LANDLORD, within twenty (20) days of the happening of the event, gives written notice of intention to restore the building and shall fully restore the Premises within a reasonable time. During the term between destruction and restoration of the Premises payment shall not be due, and if Rent has already been paid, LANDLORD shall refund to CDMPO all that portion of the prepaid Rent attributable to the time during which CDMPO was unable to use the Premises for its intended use.
- d. **Termination by LANDLORD.** LANDLORD may terminate this Agreement without cause upon 90 days' notice in writing.
- e. **Termination due to default.** If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. If the defaulting party fails to cure its breach within seven (7) days or other such time period as specified in the notice by the non-defaulting party, this Agreement shall terminate. Upon termination of this Agreement, the CDMPO shall forthwith pay LANDLORD for the leased space through the date of termination at daily rate and vacate the Premises by date of termination. Non-payment by the CDMPO of LANDLORD'S invoices within 30 days of LANDLORD rendering same is agreed to constitute a material breach of this Agreement and, upon written notice and failure to remedy the breach as prescribed above, this Agreement shall terminate and LANDLORD shall be entitled to recover the leased Premises from the CDMPO.

8. HOLDING OVER

If CDMPO remains in possession of the Premises after the Agreement expires, and the LANDLORD accepts payment from CDMPO, the Agreement shall be deemed renewed on a

month-to-month basis with all other terms and conditions of this Agreement remaining in effect until otherwise agreed in writing.

9. MERGER AND MODIFICATION

This Agreement constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

10. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

11. ASSIGNMENT

This Agreement must not be assigned or subleased by CDMPO without LANDLORD's written consent, unless to another state entity. This Agreement does not terminate if the Premises are sold but continues throughout its entire Term, including any exercised or remaining Renewal Term(s).

12. NOTICE

All notices or other communications required under this Agreement shall be given by registered or certified mail and are complete on the date mailed when addressed to the Parties at the following addresses:

CDMPO	LANDLORD
John Van Dyke	Harold Stewart
Executive Director	City Manager
PO Box 5006	PO Box 5006
Minot, ND 58702	Minot, ND 58702

13. APPLICABLE LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of WARD County, North Dakota. The Parties consent to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

14. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

By entering this Agreement, CDMPO does not agree to binding arbitration, mediation or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce rights and remedies in judicial proceedings. CDMPO does not waive any right to a jury trial.

15. NOTICE OF POTENTIAL CLAIMS - PRESERVATION OF EVIDENCE

LANDLORD shall promptly notify CDMPO of all potential claims which arise from or result from this Agreement. LANDLORD shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to CDMPO the opportunity to review and inspect such evidence, including the scene of an accident.

16. INDEMNITY

LANDLORD and CDMPO each agree to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

17. INSURANCE

LANDLORD shall secure and keep in force during the term of this Agreement, from insurance companies or a government self-insurance pool authorized to do business in North Dakota, the following insurances:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable); Automobile liability, including Owned, Hired, and Non-Owned automobiles;
- b. Property insurance insuring the full and true value of all LANDLORD's real property and personal property located on or in the building in which the leased premises are located for all losses. LANDLORD waives any right to seek compensation from CDMPO for any covered losses for which this required insurance is to apply. LANDLORD shall require all other tenants, if applicable, to have property insurance covering the full and true value of all of said tenant(s)' personal property located on or in the building together with a waiver of subrogation;
- c. Workers compensation that provides coverage for all states of operation that apply to the performance of this Agreement;
- d. Employer's liability or "stop gap" insurance as an endorsement on the workers compensation or commercial general liability insurance;
- e. Inland marine insurance; and
- f. Cyber security insurance

The insurance coverages listed above must meet the following additional requirements:

- a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the LANDLORD. The amount of any deductible or self-retention is subject to approval by the CDMPO.
- b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the CDMPO. The policies shall be in form and terms approved by the CDMPO.
- c. The CDMPO and its agencies, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The CDMPO shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the LANDLORD.
- d. The insurance required in this agreement, through a policy or endorsement, shall include:
 - 1) "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the CDMPO;
 - 2) Cross liability/severability of interest for all policies and endorsements;

- 3) The legal defense provided to the CDMPO under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the CDMPO is necessary;
- e. The LANDLORD shall furnish a certificate of insurance to the undersigned CDMPO representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- f. Failure to provide insurance as required in this agreement is a material breach of contract entitling the CDMPO to terminate this agreement immediately.
- g. LANDLORD shall provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. LANDLORD shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

18. CONFIDENTIALITY

LANDLORD shall not use or disclose any information it receives from CDMPO under this Agreement that CDMPO has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by CDMPO. CDMPO shall not disclose any information it receives from LANDLORD that LANDLORD has previously identified as confidential and that CDMPO determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of CDMPO and LANDLORD to maintain confidentiality of information under this section continues beyond the Term of this Agreement.

LANDLORD acknowledges CDMPO possesses substantial amounts of information at the leased Premises that is confidential pursuant to state law. LANDLORD, if it views, comes into possession of, or otherwise becomes knowledgeable of confidential information located at the leased Premises, shall maintain the confidentiality of that information and shall refrain from re-disclosing that information to any third party. LANDLORD shall require, by contract, any agent it retains to fulfill its obligations otherwise set out in this Agreement to similarly maintain the confidentiality of any information it views, comes into possession of or of which otherwise becomes knowledgeable. Those indemnity provisions otherwise set out in this Agreement specifically apply to this confidentiality requirement.

19. COMPLIANCE WITH PUBLIC RECORDS LAWS

Under the North Dakota public records law and subject to the Confidentiality clause of this Agreement, certain records may be open to the public upon request. Public records may include: (a) records CDMPO receives from LANDLORD under this Agreement, (b) records obtained by either Party under this Agreement, and (c) records generated by either Party under this Agreement. LANDLORD agrees to contact CDMPO immediately upon receiving a request for information under the public records law and to comply with CDMPO's instructions on how to respond to such request.

20. COUNTERPARTS

This Agreement may be executed in multiple, identical counterparts, each of which is deemed to be an original, and all of which taken together shall constitute one and the same agreement.

21. EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by both parties.

LANDLORD	CDMPO
BY:	BY: 
<i>Name: Harold Stewart</i>	<i>Name: John Van Dyke</i>
<i>Title: City Manager</i>	<i>Title: Executive Director</i>
Date:	Date: 10/28/24



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: November 18, 2024

SUBJECT: NDDOT FEDERAL AID PROJECT SOLICITATIONS

I. RECOMMENDED ACTION

Staff recommends City Council approve the following projects be submitted to the NDDOT for programming:

Planning and Rail:

Priority 1 8th Avenue SE/CPKC Crossing (2026 or later)

Priority 2 Amtrak Crossing Signalization (2026 or later)

Urban and Urban Regional:

3rd Street Bridge Preliminary Engineering (2026)

Transportation Alternatives:

Edison Safe Routes to School (2027)

Highway Safety Improvement Program (HSIP):

Option 1: All Low Lighting Schools (2029)

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

Each fall, the NDDOT solicits agencies for federal aid projects to be programmed in future years. Engineering staff reviews the program solicitation, reviews the infrastructure needs of the city, and brings forward suggested projects for the council to consider. If council wishes to proceed with a project, the project is then forwarded to the Central Dakota MPO (CDMPO) Policy Board for their approval. If approved, the project application is completed by engineering staff and the CDMPO Executive Director submits the application to the NDDOT.

B. Proposed Project

Below is a listing of each program solicitation, the proposed project, and details. Maps and exhibits are attached to the memo.

Planning and Rail Solicitation:

This program addresses rail/highway crossing safety improvement projects. Projects can include active warning devices (flashing lights and gates), signs, and crossing surface improvements. Projects cannot construct quiet zone improvements as a part of a quiet zone.

Staff is recommending two projects:

Priority 1: 8th Avenue SE/CPKC Rail Crossing: A number of years ago, CPKC Rail added a siding along their mainline at the 8th Avenue crossing. This made traversing the crossing in a vehicle a very rough ride. Staff receives frequent calls or online comments regarding how rough the crossing is to traverse. The project would request CPKC to adjust the tracks and/or crossing panels to try and level them to provide a smoother crossing.

Priority 2: Amtrak/CPKC Rail Crossing Signalization: This crossing was proposed to be upgraded with the City's quiet zone project. However, due to cost, council paused that project and requested staff to look for funding opportunities to lower the overall cost of the project and piece it together over time. This project would upgrade the only unsignalized rail crossing in Minot's urban limits to a fully signalized intersection. The project would not install any medians or other required elements of a quiet zone. That work would have to be part of a separate project.

Under current program guidelines, both projects would be reviewed and prioritized with other submitted rail projects across the state. The highest ranking projects are selected to be funded first and then down the list. The earliest the projects would move forward is likely 2026, but could be later depending on funding availability.

Currently, the program is funded at 100% federal funds. There may be some cost match or maintenance agreement required at the Amtrak crossing for the signal upgrade. Details will have to be reviewed with CPKC. However, at most the City's cost match will be 10% of the project cost. During the quiet zone project, CPKC provided an estimate to signalize the crossing at approximately \$750,000, so a potential for \$75,000.

Urban Grant Program Solicitation:

The Urban Grant Program (UGP) focuses on projects within the identified urban core of the city on federal aid routes. The solicitation year is for 2028. In 2027, the city plans to be under construction for Phase 1 of the 3rd Street and Central Avenue Reconstruction project, which is an UGP program project. Staff recommends pausing a year in the event the 2027 project schedule slips, funding is delayed, or the local businesses in the area need a year off from construction. Staff suggests applying for another grant for the 2029 solicitation.

Urban and Urban Regional Solicitation:

The Urban Program focuses on any federal aid roadway within the City's jurisdiction, but primarily city owned roadways. Broadway, Burdick Expressway, and Valley Street are Urban Regional routes since they are federal highways.

Due to available funding levels, staff does not have any recommended projects for the 2029 solicitation year. However, due to the recent issues with the 3rd Street Bridge, which is on a federal aid route, staff recommends requesting \$1.5 million in federal funds to start preliminary engineering on a replacement structure for 3rd Street Bridge. The City's 20% cost share will be \$300,000. Staff will request the NDDOT fund this project off the solicitation schedule due to the need to start engineering on this project. The NDDOT may or may not have funding available, but with an official request we have a higher probability of receiving funds. Preliminary engineering will allow the city to obtain an accurate cost estimate, know our permitting constraints with BNSF, understand our right of way impacts, and select a bridge type. The funding is a critical first step to understand what a future project will entail.

Transportation Alternatives Solicitation:

The Transportation Alternatives (TA) program focuses on projects such as pedestrian and bicycle projects, safe routes to schools, streetscapes and corridor landscaping, or other similar projects. Traditionally, the city has pursued bike paths or safe routes to school projects and has been very successful in obtaining grant funding.

For the 2027 solicitation year, staff is proposing another safe routes to school project in the Edison Elementary School area along 18th Avenue SW from 16th Street to 12th Street with a few random infill sections. Staff will design the project in house and consult the easement acquisitions and construction engineering similar to past years.

The federal funding amount is 80% with no cap with a 20% local cost match for construction cost only. Engineering, right of way, and other costs are the City's responsibility. Staff estimates a total project cost of \$1,390,655 with the City's cost share \$516,485.

Highway Safety Improvement Program Solicitation:

The Highway Safety Improvement Program (HSIP) achieves to see a significant reduction in traffic fatalities and serious injuries on all public roads through infrastructure related highway safety improvements. The City has partnered with the NDDOT to improve dangerous intersections such as Evergreen Avenue/US 2/52 and has a signal improvement project planned for 2026. Also, a speed notification project planned for 2028.

Federal funding for this program is 90% on local roads with a 10% cost match.

For the 2029 solicitation year, staff is proposing the installation of street lighting around elementary schools with poor lighting. Most schools in the core of the

city are served with lighting on wood poles only at street intersections and mid-block. This makes most drop off/pick up areas very dim and can make pedestrians hard to see when crossing the road.

Staff has selected the schools based on their poor lighting characteristics and further categorized them by if their pick up/drop off is on the public street or primarily within the school property. Staff has provided council with these options for the project:

Option 1: All Low Lighting Schools: Includes - Washington, Edison, Perkett, Bel Air, Longfellow, Sunnyside, Roosevelt, Lewis & Clark
Total Cost: \$1,451,912
City Cost: \$145,191

Option 2: Low Lighting with Only Street Pickup/Drop Off: Includes - Bel Air, Sunnyside, Roosevelt
Total Cost: \$434,787
City Cost: \$43,478

Both options are feasible to construct, but option 2 is a higher priority if council wishes to phase the project since some of the option 1 schools have dedicated lighted drop off zones within the school property.

C. Recommendation Detail

All proposed projects fit within the NDDOT's program criteria, provide improvements that are related to public safety, have been requested by the public, and can be programmed into the City's Capital Improvement Program.

IV. IMPACT

A. Aspirations

Safe and Welcoming, Resilient and Prepared, Excellent and Connected

B. Service/Delivery Impact:

The proposed projects are being suggested based on their value to improve public safety, improve the quality of life for residents, and address concerns brought forward by the public.

C. Fiscal Impact

Listed below are the proposed projects and potential funding sources. If approved by council and awarded by NDDOT, funds will be placed into future city budgets.

Project Costs

Planning and Rail:

Priority 1: 8th St/CPKC Crossing:

Total Project Cost: Unknown

City Estimated Cost: \$0 Current program is 100% federally funded

Priority 2: Amtrak/CPKC Crossing Signalization:

Total Project Cost: \$750,000
City Estimated Cost: \$0 to \$75,000 Current program is 100% federally funded. Potential for CPKC to have city pay for some signal costs.

Urban and Urban Regional:

3rd Street Bridge Preliminary Engineering:

Total Project Cost: \$1,500,000

City Estimated Cost: \$300,000 (2026) City has a 20% cost share for this program.

Transportation Alternatives:

Edison Safe Routes to School:

Total Project Cost: \$1,390,655

City Estimated Cost: \$516,485 City has a 20% cost share for construction and 100% cost share for soft costs.

Highway Safety Improvement Program:

Street Lighting Around Schools: Option 1 - All Low Lighting Schools

Total Project Cost: \$1,451,913

City Estimated Cost: \$145,191 City has a 10% cost share for this program.

Project Funding

Planning and Rail: \$75,000 Hub City Oil & Gas (2026)

Urban and Urban Regional: \$300,000 Hub City Oil & Gas (2026)

Transportation Alternatives: \$85,500 Sales Tax Improvements (2026),
\$430,985 Sales Tax Improvements (2027)

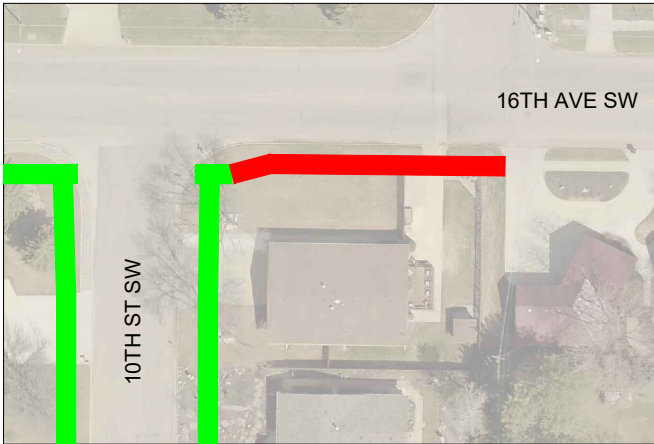
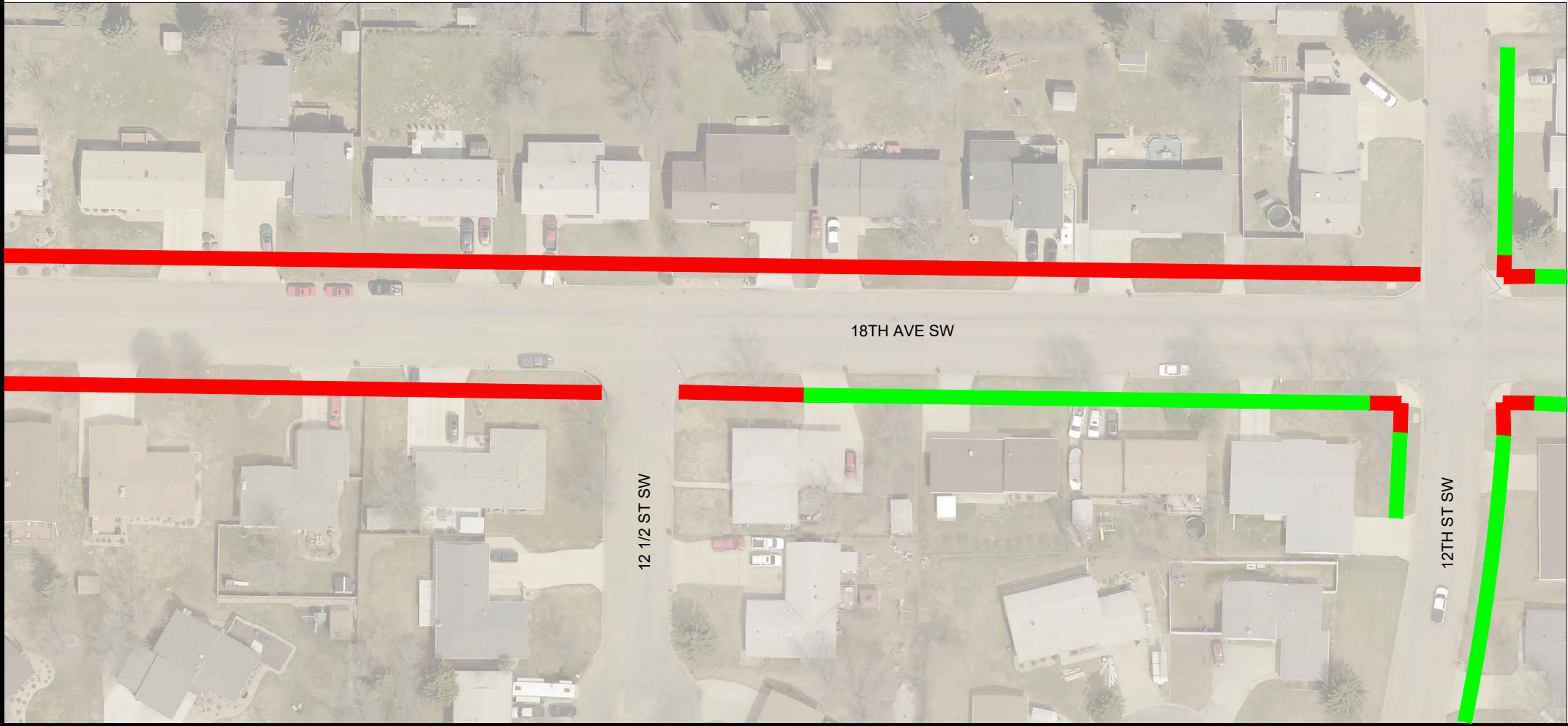
Highway Safety Improvement Program: \$145,191 Hub City Oil & Gas (2029)

VI. ALTERNATIVES

Alternative 1: Council could choose to select some of the alternatives provided by staff. Those alternatives would be provided to the NDDOT as projects.

Alternative 2: Council could choose not to move forward with some or any of the listed programs suggested by staff. Staff strongly recommends moving forward with the request for preliminary engineering for the 3rd Street Bridge.

Alternative 3: Council could suggest other projects that could fit the above programs. Time is very short to come up with another project, but staff will make every effort to fulfill the request.



40

0

40

80

Scale

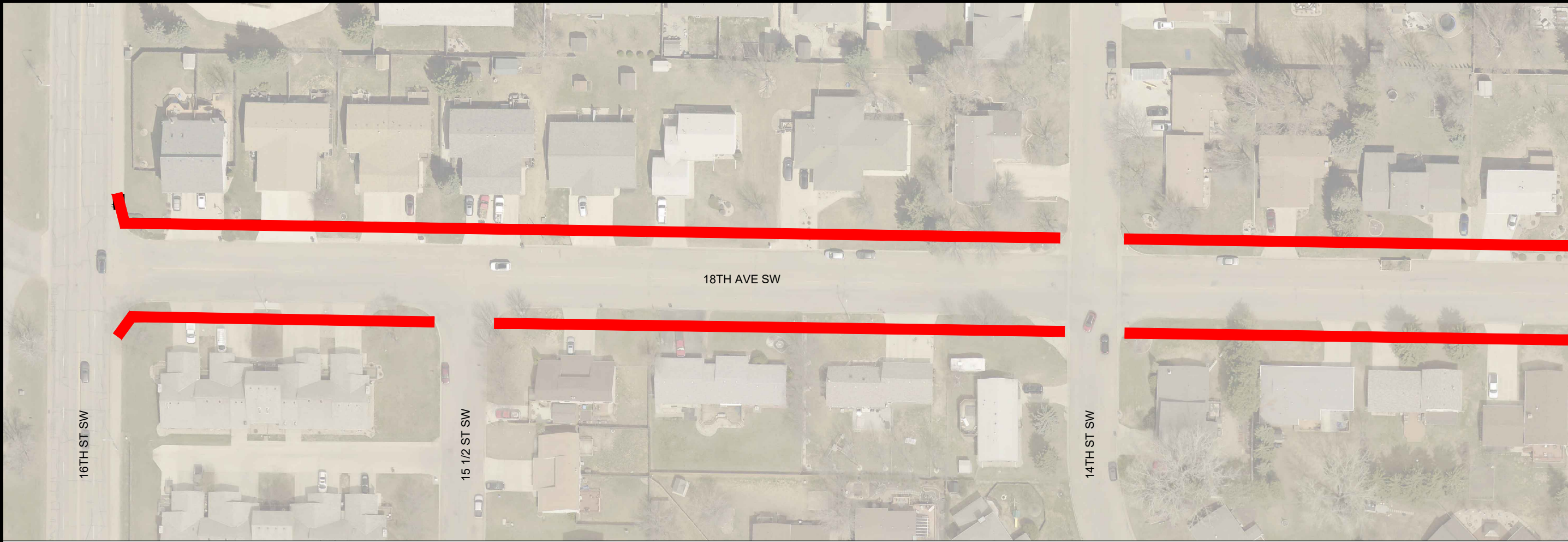
Feet

N

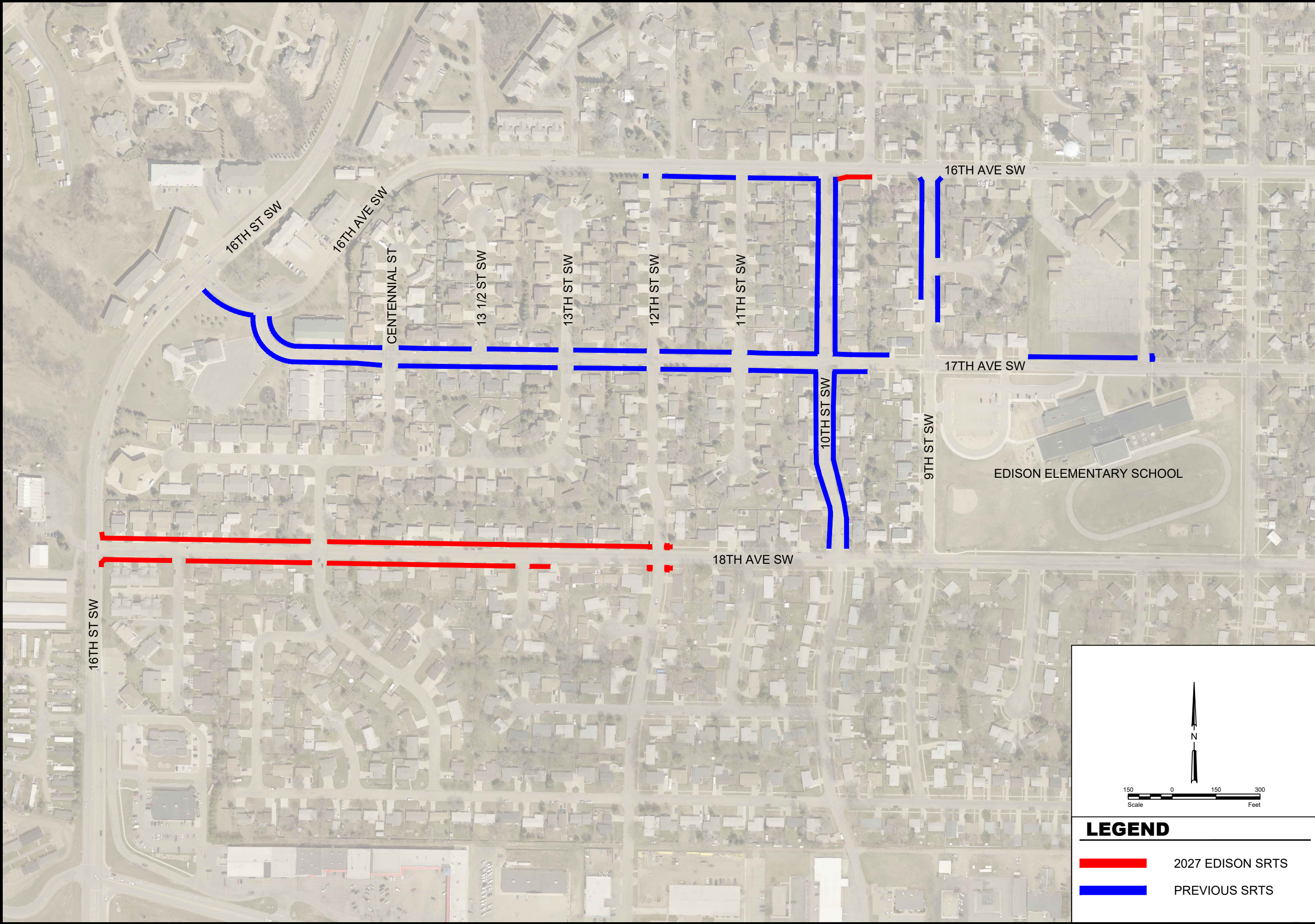
LEGEND

2027 EDISON SRTS

EXISTING SIDEWALK



2027 SRTS		City of Minnetonka	
EDISON SAFE ROUTES PROJECT LOCATION MAP			
Surveyed by	-	4	-
Drawn by	AR	3	-
Designed by	-	2	-
Date	11/12/2024	1	-
Project No.	-	No.	Revision
SHEET		Date	
1 OF 2		By	



150

0

150

300

Scale

Feet

N

2027 EDISON SRTS

PREVIOUS SRTS

LEGEND

2027 SRTS					EDISON SAFE ROUTES PROJECT LOCATION MAP					City of Minnetonka				
Surveyed by	-	Drawn by	AR	Designed by	-	Date	11/12/2024	Project No.	-	No.	Revision	Date	By	-
SHEET					2 OF 2					4	-	-	-	-
										3	-	-	-	-
										2	-	-	-	-
										1	-	-	-	-

Page 333 of 384

Engineer's Estimate
2027 Edison Safe Routes to School (Priority #7)
12-Nov-24

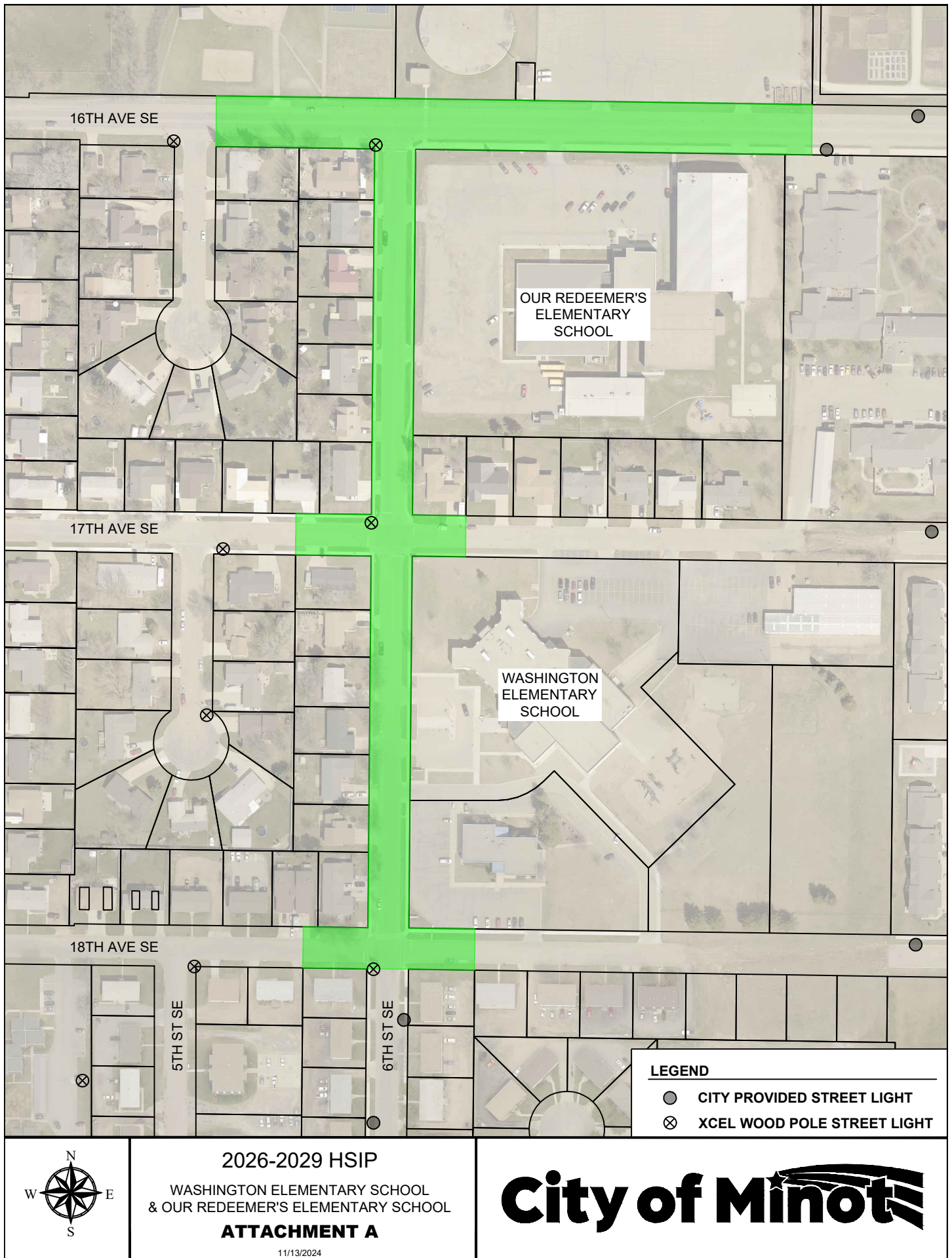
Item	Spec	Code	Description	Unit	Quantity	Unit Price	Amount
1	103	100	CONTRACT BOND	L SUM	1	\$ 15,000.00	\$ 15,000.00
2	201	330	CLEARING & GRUBBING	L SUM	1	\$ 20,000.00	\$ 20,000.00
3	202	114	REMOVAL OF CONCRETE PAVEMENT	SY	2190.39	\$ 29.00	\$ 63,521.31
4	202	130	REMOVAL OF CURB AND GUTTER	LF	953	\$ 15.00	\$ 14,295.00
5	202	132	REMOVAL OF BITUMINOUS SURFACING	SY	212	\$ 34.00	\$ 7,208.00
6	203	103	COMMON EXCAVATION - TYPE C	CY	295	\$ 50.00	\$ 14,750.00
7	203	119	TOPSOIL-IMPORTED	CY	500	\$ 45.00	\$ 22,500.00
8	251	300	SEEDING CLASS III	ACRE	0.5	\$ 20,000.00	\$ 10,000.00
9	253	200	HYDRAULIC MULCH	SY	8313	\$ 3.00	\$ 24,939.00
10	302	120	AGGREGATE BASE COURSE CL 5	TON	1145	\$ 60.00	\$ 68,700.00
11	430	500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	47	\$ 440.00	\$ 20,680.00
12	702	100	MOBILIZATION	L SUM	1	\$ 50,000.00	\$ 50,000.00
13	704	1100	TRAFFIC CONTROL	L SUM	1	\$ 20,000.00	\$ 20,000.00
14	724	275	REMOVE & REPLACE GATE VALVE BOX	EA	2	\$ 6,000.00	\$ 12,000.00
15	724	1035	SPRINKLER RELOCATION	L SUM	1	\$ 10,000.00	\$ 10,000.00
16	748	100	CURB & GUTTER	LF	953	\$ 80.00	\$ 76,240.00
17	748	520	CURB-TYPE I	LF	260	\$ 75.00	\$ 19,500.00
18	748	1030	VALLEY GUTTER 72 IN	SY	320.39	\$ 170.00	\$ 54,466.30
19	750	30	PIGMENTED IMPRINTED CONCRETE	SY	30	\$ 350.00	\$ 10,500.00
20	750	115	SIDEWALK CONCRETE 4 IN	SY	1382	\$ 125.00	\$ 172,750.00
21	750	140	SIDEWALK CONCRETE 6 IN	SY	535	\$ 170.00	\$ 90,950.00
22	750	1000	DRIVEWAY CONCRETE	SY	1347	\$ 120.00	\$ 161,640.00
23	750	2115	DETECTABLE WARNING PANELS	SF	248	\$ 90.00	\$ 22,320.00

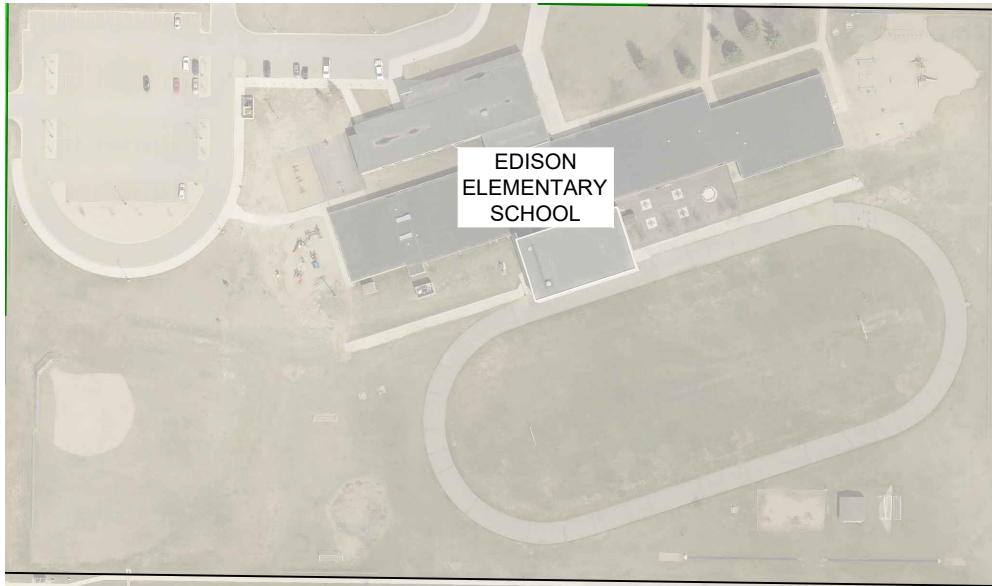
1	Total Eligible Construction Cost	\$ 981,959.61
2	10% Contingency	\$ 98,195.96
3	Total Eligible Cost Plus Contingency	\$ 1,080,155.57
4	NDDOT - 80.93%	\$ 874,169.90
5	City of Minot - 19.07%	\$ 205,985.67
	Total	\$ 1,080,155.57

Other Ineligible Cost

Preliminary Engineering (Work performed by City Staff)	\$ -
Construction Engineering	\$ 200,000.00
Temporary Construction Easements (45 parcels at ~\$400 each)	\$ 18,000.00
Temporary Construction Easement Acquisition (Estimated)	\$ 67,500.00
Independent Agency Testing	\$ 25,000.00

6	Total Other Ineligible Cost	\$ 310,500.00
7	Total NDDOT Eligible	\$ 874,169.90
8	Total City of Minot Cost Share (Lines 5 + 6)	\$ 516,485.67
	Total Project Cost	\$ 1,390,655.57





LEGEND

- CITY PROVIDED STREET LIGHT
- ⊗ XCEL WOOD POLE STREET LIGHT

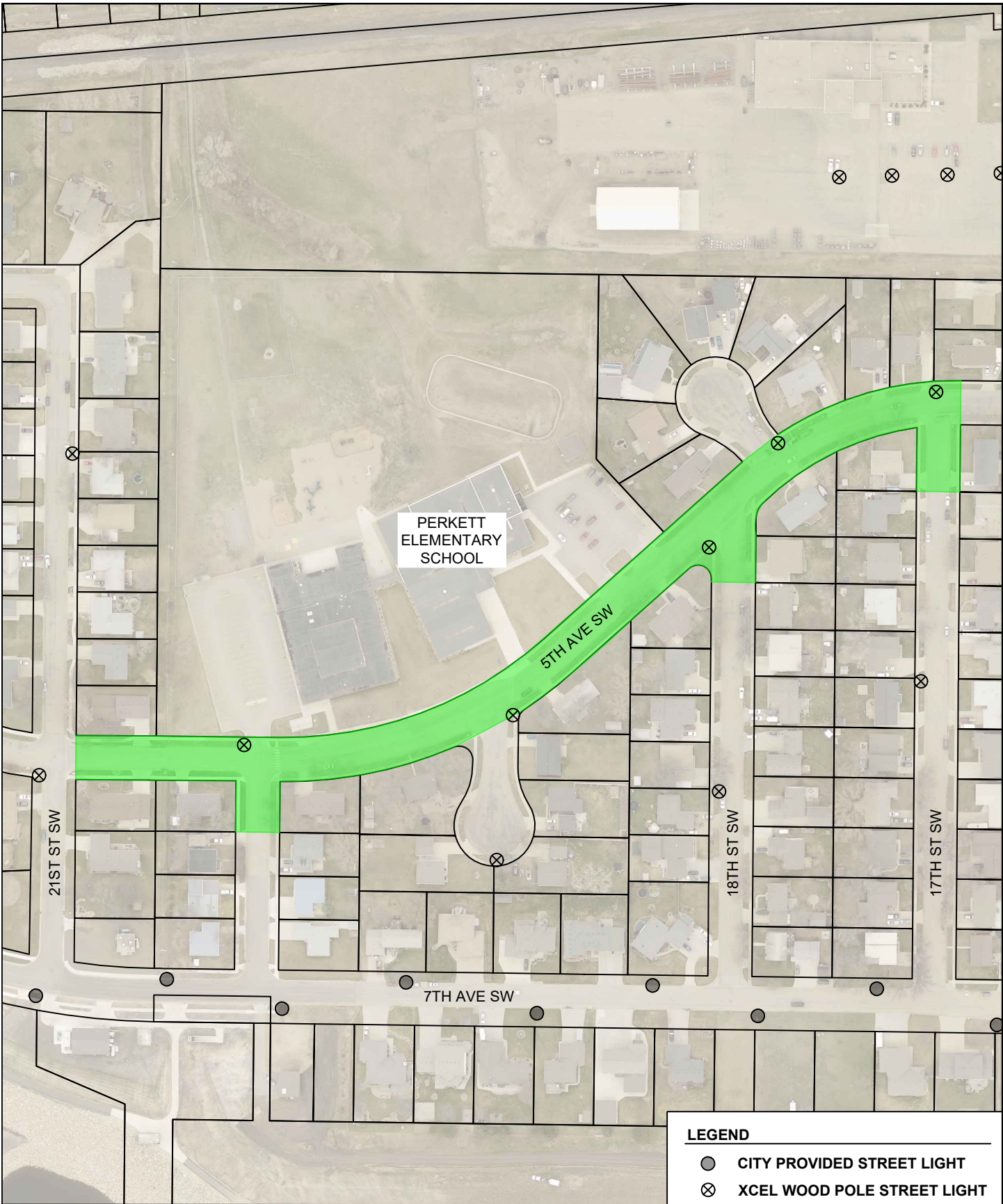


2026-2029 HSIP
EDISON ELEMENTARY SCHOOL

ATTACHMENT A

11/13/2024



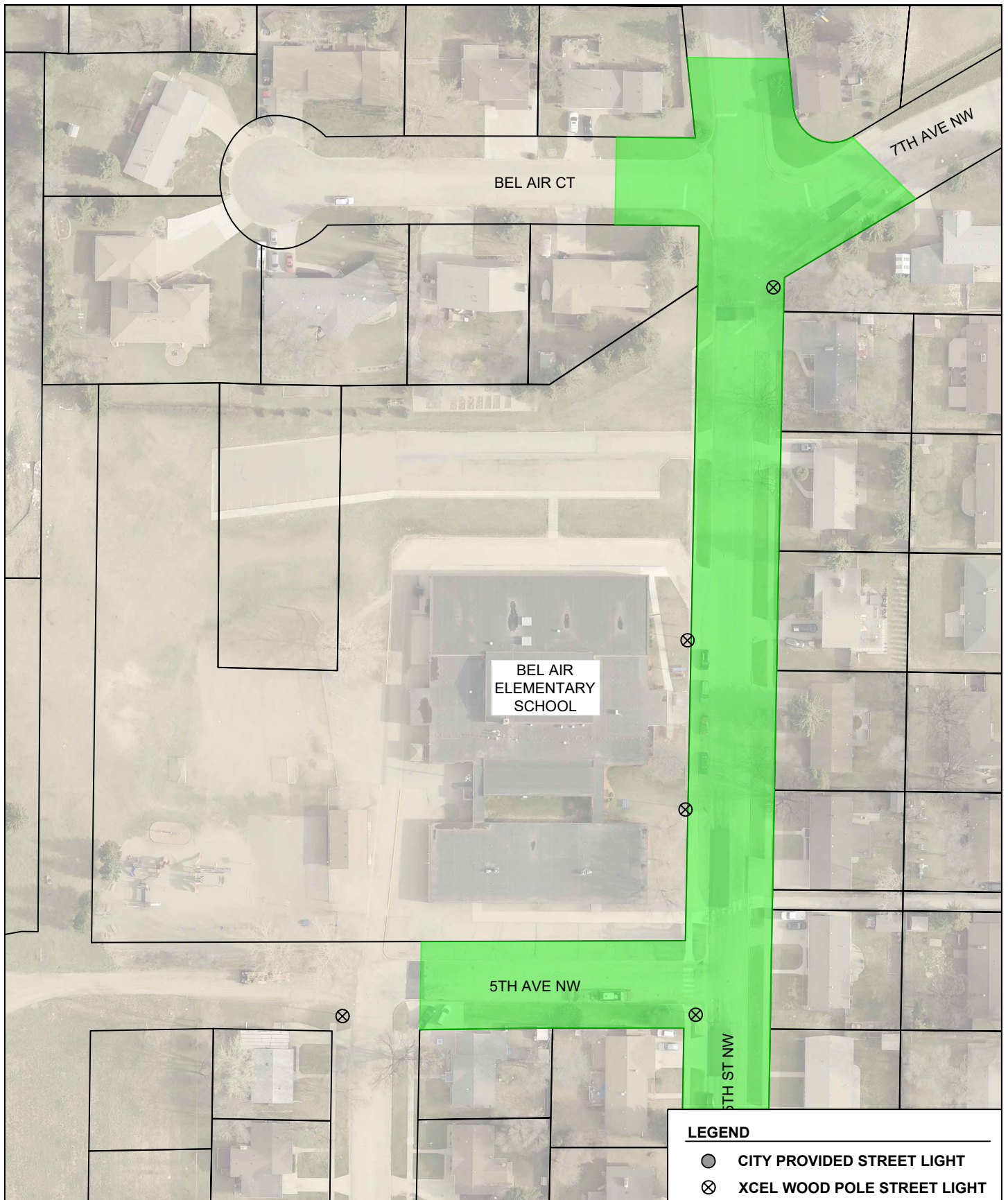


2026-2029 HSIP
PERKETT ELEMENTARY SCHOOL

ATTACHMENT A

11/13/2024

City of Minot



LEGEND

- CITY PROVIDED STREET LIGHT
- ⊗ XCEL WOOD POLE STREET LIGHT



2026-2029 HSIP
BEL AIR ELEMENTARY SCHOOL

ATTACHMENT A

11/13/2024

City of Minot

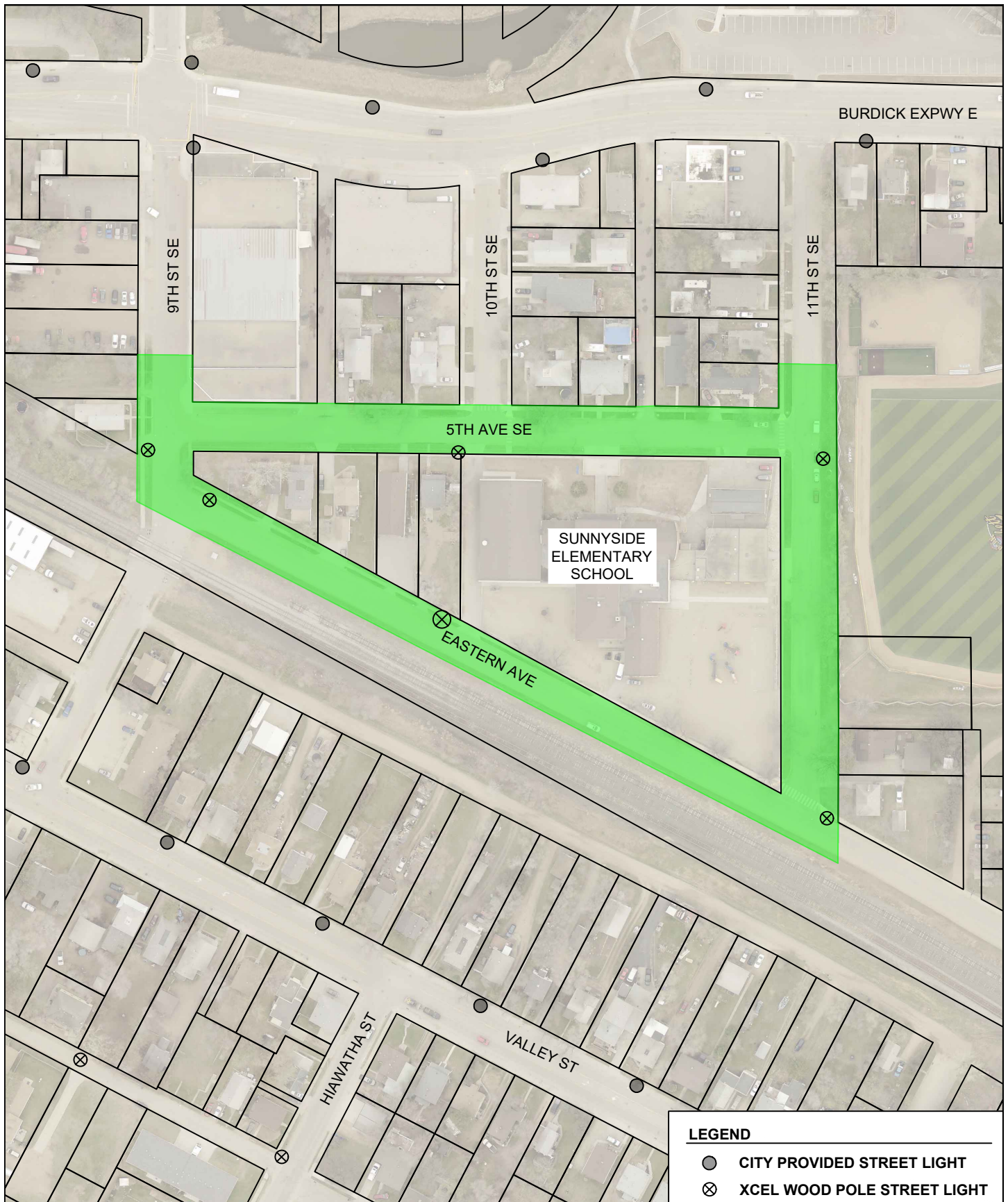


2026-2029 HSIP
LONGFELLOW ELEMENTARY SCHOOL

ATTACHMENT A

11/13/2024

City of Minot

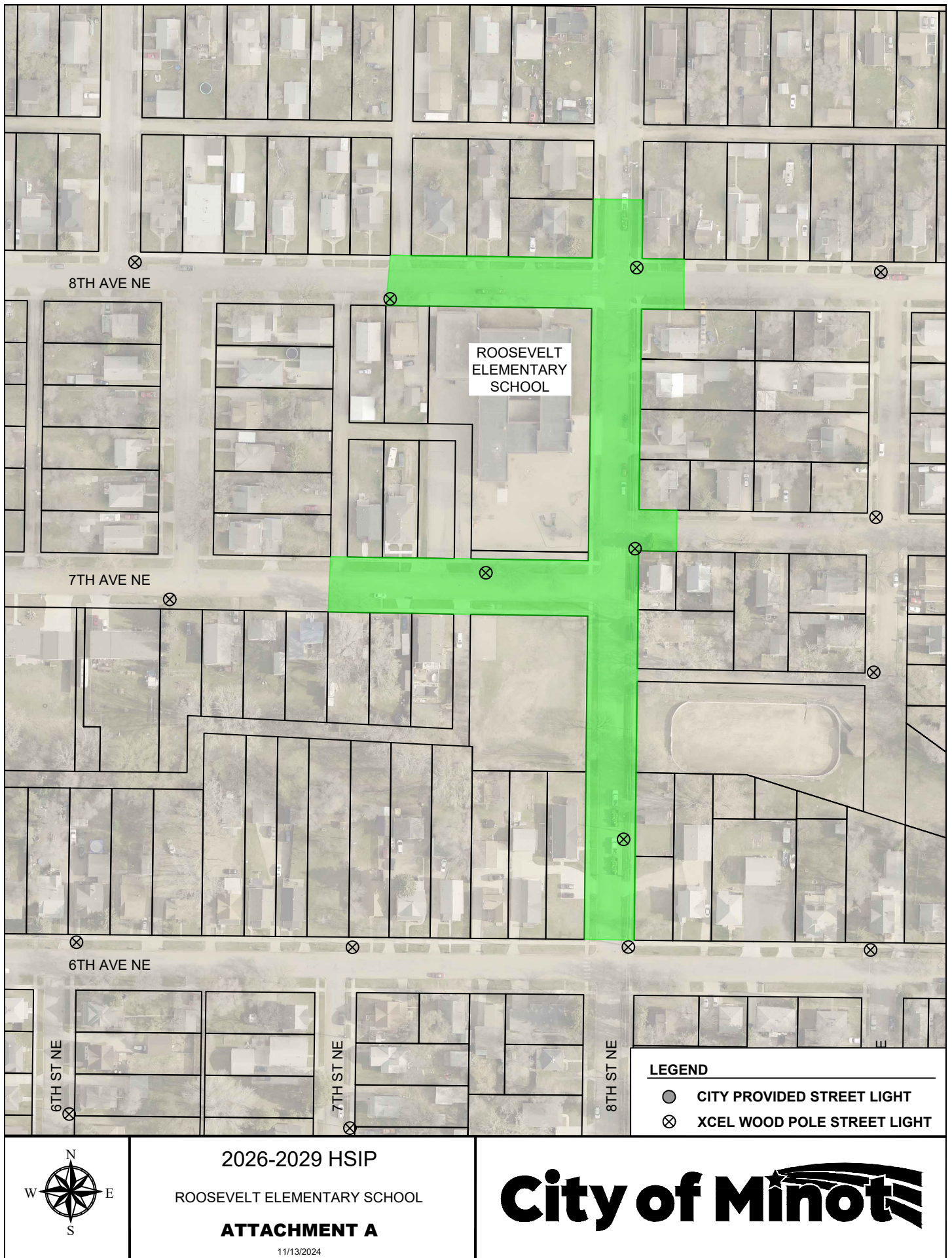


2026-2029 HSIP
SUNNYSIDE ELEMENTARY SCHOOL

ATTACHMENT A

11/13/2024

City of Minot



8TH AVE NE

7TH AVE NE

6TH AVE NE

6TH ST NE

7TH ST NE

8TH ST NE

ROOSEVELT
ELEMENTARY
SCHOOL

LEGEND

- CITY PROVIDED STREET LIGHT
- ⊗ XCEL WOOD POLE STREET LIGHT

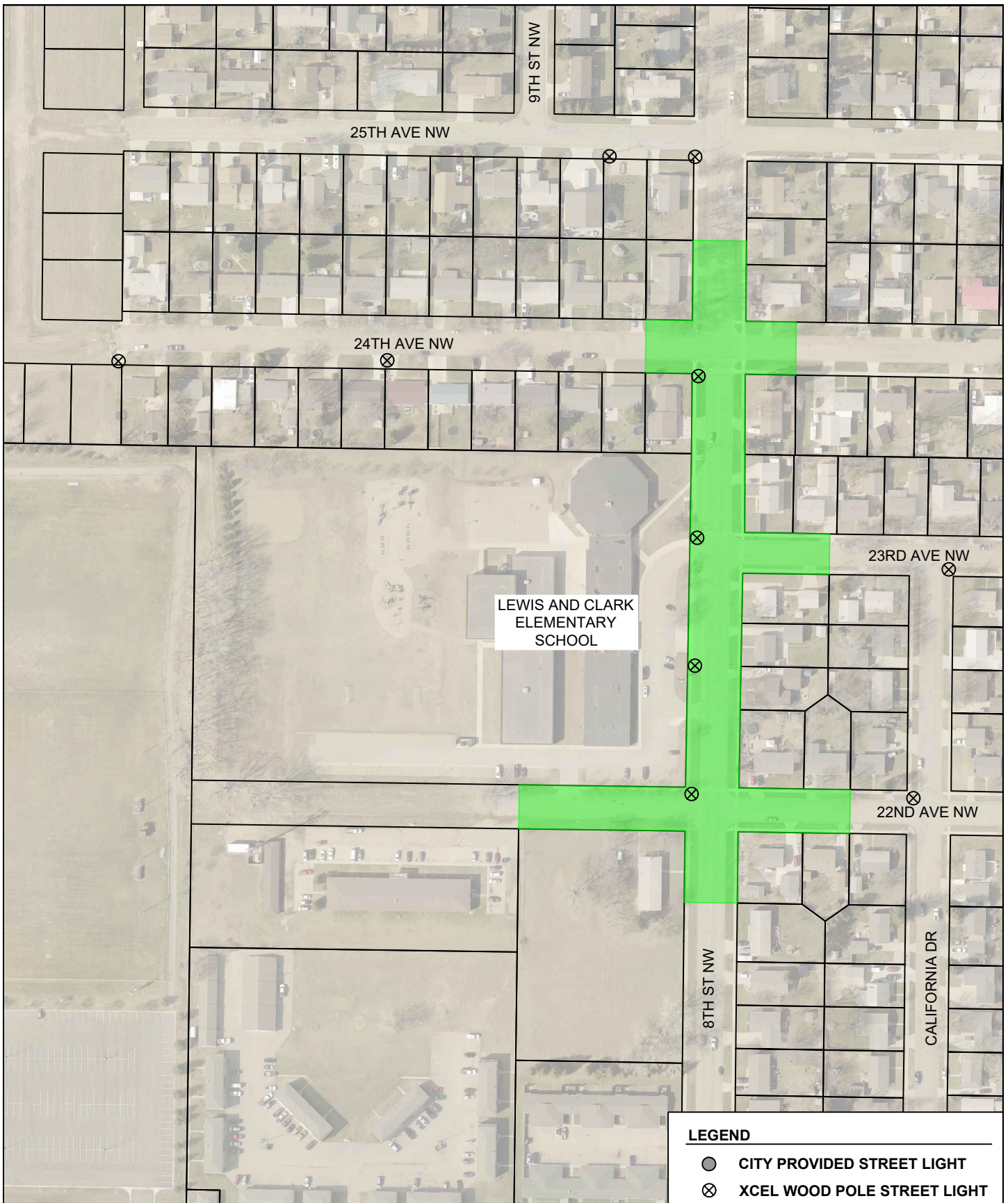


2026-2029 HSIP
ROOSEVELT ELEMENTARY SCHOOL

ATTACHMENT A

11/13/2024

City of Minot



2026-2029 HSIP
LEWIS AND CLARK ELEMENTARY SCHOOL

ATTACHMENT A

11/13/2024

City of Minot



What are the NDDOT Program Solicitations?

1. Planning and Rail Program
2. Urban Grant Program
3. Urban and Urban Regional Program
4. Transportation Alternatives
5. Highway Safety Improvement Program

Planning and Rail

- Priority 1: 8th Avenue SE/CPKC Crossing
- Address rough crossing caused by siding
- Frequent public complaints
- Current program requires \$0 city match for projects such as this
- Projects are ranked by severity/safety – unknown when this project will advance



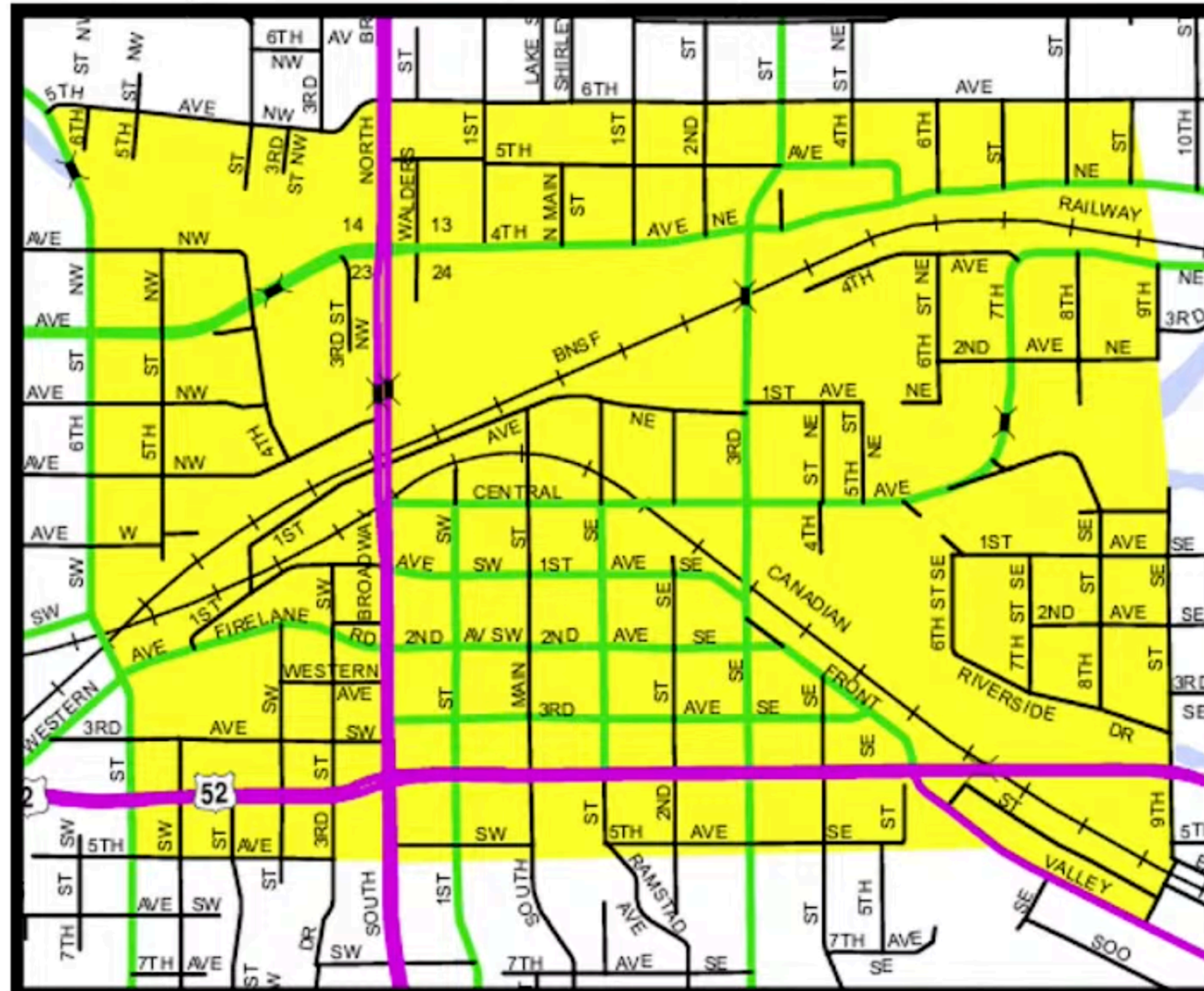
Planning and Rail

- Priority 2: Amtrak/CPKC Crossing
- Project adds signalization to the crossing – only unsignalized crossing in Minot
- Federal eligible since council cancelled the quiet zone project
- Potential for \$0 city cost share
- Depending on agreement with CPKC may have a 10% cost share or maintenance agreement. \$0 to \$75,000 for the project.



Urban Grant Program

- Federal aid road projects within the urban core of the city
- 3rd Street and Central Avenue Reconstruction in 2027
- No project for 2028 solicitation
- Will likely apply for 2029 continuation of 3rd Street Reconstruction



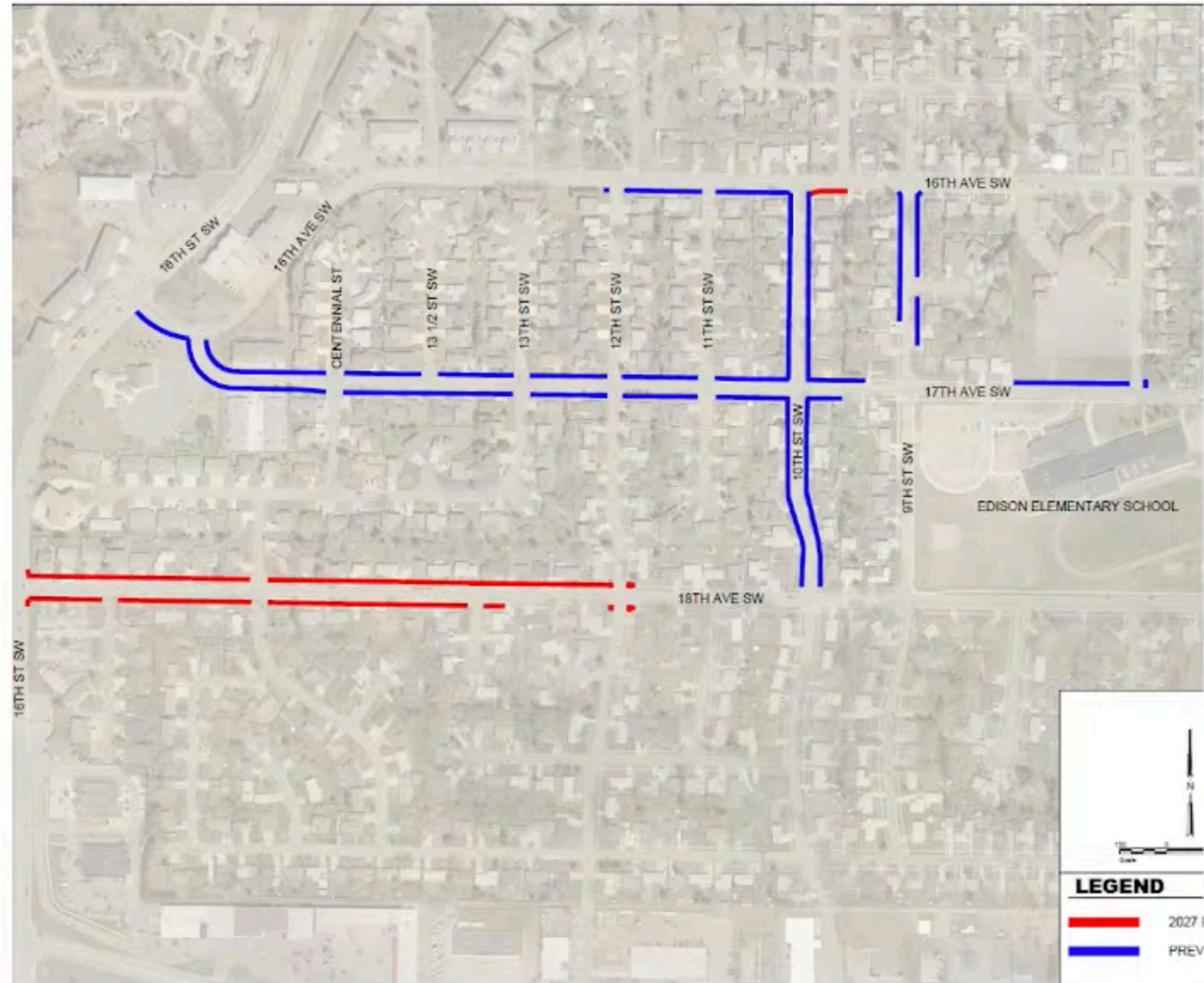


Urban and Urban Regional Program

- All federal aid roadways within the city
- Jurisdiction determines cost share
- Solicitation year is 2029, but not enough funding available for a project
- Requesting \$1.5 million in federal funds for 3rd St Bridge Engineering
- \$300,000 local match

Transportation Alternatives Program

- Typically used for non-motorized transportation such as sidewalks, bike paths, and beautification.
- Minot very successful applying for Safe Routes to Schools
- 2027 solicitation will continue with the recommended Edison neighborhood
- \$1.4 million total cost with a city cost of \$516,000



Highway Safety Improvement Program

- Seeks reduction in serious injuries and fatalities by installing infrastructure safety improvements
- For 2029, staff is proposing street lighting around elementary schools with poor lighting.
- Lighting can reduce crashes up to 42% for nighttime injury pedestrian crashes at intersections
- Lighting can reduce crashes 33-38% for nighttime crashes at rural and urban intersections.



Highway Safety Improvement Program

1. Option 1: All Low Lighting Schools: Includes - Washington, Edison, Perkett, Bel Air, Longfellow, Sunnyside, Roosevelt, Lewis & Clark

Total Cost: \$1,451,912

City Cost: \$145,191

2. Option 2: Low Lighting with Only Street Pickup/Drop Off: Includes - Bel Air, Sunnyside, Roosevelt

Total Cost: \$434,787

City Cost: \$43,478



Staff Recommendation

1. Planning and Rail Program
 - Priority 1 8th Avenue SE/CPKC Crossing (2026 or later)
 - Priority 2 Amtrak Crossing Signalization (2026 or later)
2. Urban and Urban Regional Program
 - 3rd Street Bridge Preliminary Engineering (2026)
3. Transportation Alternatives
 - Edison Safe Routes to School (2027)
4. Highway Safety Improvement Program
 - Option 1: All Low Lighting Schools (2029)



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney
Harold Stewart, City Manager

DATE: November 18, 2024

**SUBJECT: APPROVE BUDGET AMENDMENT FOR EMPLOYMENT
INVESTIGATION SERVICES**

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment for employment investigation services on first reading, authorize the Mayor to sign any retainer documents, and approve the payment for services rendered prior to second reading of the budget amendment.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190
Harold Stewart, City Manager, 701-857-4721

III. DESCRIPTION

A. Background

On September 27, the City Council held a special meeting and approved a retainer agreement with a third-party investigator to investigate allegations of a hostile work environment, inconsistent discipline, staff confidence in leadership, staff retention, staff morale, and staff concerns of retaliation at the Minot Police Department and Minot Central Dispatch. Yvette Heintzelman was approved to perform these services and has been on site conducting interviews and preparing the report. Throughout the current investigation another issue has arisen that City staff believe needs further investigation. City staff would like to retain the same external investigator to complete this investigation.

B. Proposed Project

At the time of approving the agreement and investigating services, staff prepared an estimate of what these services would cost. The services have exceeded the original estimate and we need an additional budget amendment to pay for the services rendered.

C. Recommendation Detail

It is recommended City Council approve the additional budget amendment for

the employment investigation services using budget savings in personnel costs and authorize the payment prior to a second reading of the budget amendment.

IV. IMPACT

A. Aspirations

Hiring an investigator aligns with the City's "resilient and prepared" aspiration.

B. Service/Delivery Impact:

This investigation will provide the City Manager and Council with an investigatory report regarding the complaints voiced regarding Minot Police Department and Central Dispatch management.

C. Fiscal Impact

The cost for these services will come from budget savings in personnel costs. The attached proposed ordinance is recommended to allocate the funding appropriately.

Estimated cost - \$50,000

VI. ALTERNATIVES

N/A

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT PROFESSIONAL ATTORNEY SERVICES EXPENDITURES
AND DECREASE THE SALARY EXPENDITURES FOR AN EMPLOYMENT
INVESTIGATION.**

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

- §1: Amend the 2024 annual budget to increase the Police department professional attorney services expenditures and decrease the salary expenditures for an employment investigation:

10021000-43020		\$50,000
10021000-41100		(50,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Tom Ross, Mayor

MiKayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Elly DesLauriers
Executive Director Minot Park District

DATE: November 18, 2024

SUBJECT: MINOT PARK DISTRICT 1/2 CENT SALES TAX

I. RECOMMENDED ACTION

If Council is supportive of scheduling a special election for the electorate to decide whether or not to impose a one-half percent sales tax dedicated to the Minot Park District as proposed – City staff proposes the following motion:

- 1. Pass the attached ordinance on first reading; and**
- 2. Adopt the attached resolution scheduling a special election date for April 29, 2025 for the electorate to consider the question of whether or not to impose a one-half percent (1/2%) sales and use tax for the Minot Park District to construct an indoor turf facility, finance general park district operations and finance future park district capital projects; and**
- 3. Approve the attached ballot language.**

These three items can be considered collectively, or separately if the Council wishes to propose amendments.

Note: The Resolution scheduling a resolution will require a supermajority vote of the City Council (5 of 7 votes, without regard to whether there are vacancies, absences, or abstentions) in order to pass. See Minot City Ordinances 2-21 and 11 ½-6.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

On November 12, 2024, at a joint meeting of the Council and Minot Park Board, the Board reviewed and discussed with the Council the results of an indoor recreation assessment that identified an indoor turf facility as one of the Board's top facility priorities in the Minot Park District Facility Masterplan. To help finance projects such as the indoor turf facility, the Minot Park Board presented a proposal to the Council to impose a one-half (1/2) cent sales and use tax dedicated to the Minot Park District to finance and construct an indoor turf facility, finance general Minot Park District operations, and finance future Minot Park District capital projects.

If the proposed 1/2 cent sales tax is approved, the Minot Park District advised that it is agreeable to reducing the property tax assessment cap on its general fund mills from 38 mills to 26 mills until June 30, 2030.

The 1/2 cent sales tax as proposed will not expire upon satisfying the bonds required to construct the indoor turf facility. Rather, after repayment of the bonds, one hundred percent of the tax will remain dedicated to the Minot Park District general fund for operations and future capital projects of the Minot Park District.

Following the Minot Park District's presentation of its proposal, the Council directed City staff to prepare a resolution consistent with the Park District's request for this meeting for the Council to consider. That resolution is attached, alongside a proposed ordinance and ballot language.

B. Proposed Project

While the City Council has the authority to pass an ordinance imposing a half-cent sales tax, the direction of the Council and Minot Park District was to present the question of whether to adopt the sales tax to the electorate. To achieve this, City staff recommends the Council first, pass on first reading the attached ordinance enacting the language necessary to impose the sales tax; second, pass the proposed resolution scheduling a special election; and finally, approve and adopt the proposed ballot language.

C. Recommendation Detail

City and Park staff have been in contact with Ward County representatives, who are agreeable to helping the City facilitate a special city election on Tuesday, April 29, 2025.

If the Council approves the ordinance, resolution and ballot language as presented – City staff will work with Ward County officials to take necessary steps to place the measure on the ballot and work through election logistics. The City and Minot Park District attorneys will also work together to draft a joint powers agreement that works through additional logistics such as how the tax will be transferred and reimbursement for election expenses.

IV. IMPACT

A. Aspirations

This project aligns with all of the Magic City Aspirations ('Dynamic and Prosperous', 'Resilient and Prepared', 'Safe and Welcoming', and 'Excellent and Connected') because financing the Minot Park District and its capital projects like the turf facility demonstrates a commitment to strategic growth and investments in targeted partnerships with community stakeholders to deliver high quality recreational activities in safe, cutting edge facilities to the City's residents and guests.

This project supports the Minot Parks mission to provide quality of life for people of all ages and all abilities. The proposed plan for an indoor facility was compiled by meeting with multiple user groups and community groups. The goal of the district is to continue to expand recreational opportunities for our community and surrounding communities while maintaining our current parks and facilities.

B. Service/Delivery Impact:

The Minot Park District believes through the projected estimates of a ½ sales tax, the District can lower the Minot Parks general fund portion of their property tax by 40% as well as continue to improve the quality of life in our area through a new fieldhouse and continuing to maintain and operate our current parks and facilities. By doing so, creating economic impact that puts dollars back into our community and the Minot Park system.

The Minot Park District sees the proposed fieldhouse as a facility that can enhance the quality of life for our entire community and surrounding area. The early concepts have a turf space that would accommodate multiple user groups and community members at the same time as well as an elevated walking track for all ages and all abilities.

The Minot Park District agrees that they will operate the fieldhouse and other future park projects for community activities and events that promote wellness and fitness, provide recreational and sporting opportunities to the community and surrounding area residents and visitors, and promote visitor attraction and economic development while enhancing the quality of life for the Minot community and surrounding area residents.

C. Fiscal Impact

Estimated cost to hold the special election will be approximately \$11,000 – and the Minot Park District has indicated it is agreeable to reimbursing the City this cost, regardless of whether or not the voters agree that the City should impose the tax.

The Minot Park District estimates a portion of the ½ cent sales tax would go towards a bond payment of the new turf facility and provide general funds for the Minot Park operations and future capital projects and allow the Minot Park District to reduce its property tax assessments for a period of five years

and reevaluate at that time.

Project Costs

The estimate for the fieldhouse project is 16 million dollars.

VI. ALTERNATIVES

Currently, the Minot Park District does not have another viable funding source for an indoor turf facility. If not put on the ballot, Minot Parks will continue to operate on property tax.



**PUBLIC NOTICE OF SPECIAL ELECTION
FOR THE CITY OF MINOT, NORTH DAKOTA**

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to Resolution No. 3850, passed by the Minot City Council at its regular meeting held on November 18, 2024, a Special Election shall be held in the City of Minot on April 29, 2025 and pursuant to Section 11½ -6 of the Minot Code of Ordinances, the full text of Resolution No. 3850 is hereby printed with this Public Notice:

RESOLUTION NO. 3850

A RESOLUTION CALLING FOR A SPECIAL ELECTION TO BE HELD ON APRIL 29, 2025 TO SEEK THE APPROVAL OF THE ELECTORATE ON WHETHER TO AMEND THE CITY OF MINOT'S CODE OF ORDINANCES TO ENACT ARTICLE VI (SALES AND USE TAXES (MINOT PARK DISTRICT)), SECTIONS 28½-141 (DEFINITIONS), 28½-142 (COLLECTION AND ADMINISTRATION), 28½-143 (SALES TAX IMPOSED), 28 ½-144 (USE TAX IMPOSED), 28½-145 (GROSS RECEIPTS OF ALCOHOLIC BEVERAGES), 28½-146 (EXEMPTIONS), 28½-147 (CONTRACT WITH STATE TAX COMMISSIONER), 28 ½-148 (DEDICATION OF TAX PROCEEDS), 28½-149 (MAXIMUM TAX IMPOSED), AND 28½-150 (EFFECTIVE DATE) UNDER CHAPTER 28 ½ (TAXATION), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO IMPOSE A ONE-HALF PERCENT SALES AND USE TAX AND DEDICATE THE PROCEEDS THEREOF TO THE MINOT PARK DISTRICT TO FINANCE AND CONTRUCT AN INDOOR TURF FACILITY AND FINANCE GENERAL PARK DISTRICT OPERATIONS AND FUTURE CAPITAL PROJECTS.

WHEREAS, on November 12, 2024, at a joint meeting of the Minot City Council (Council) and Minot Park Board (Board), the Board reviewed and discussed with the Council the results of an indoor recreation assessment that identified an indoor turf facility as one of the Board's top facility priorities in the Minot Park District Facility Masterplan; and

WHEREAS, at the November 12, 2024 joint Council and Board meeting, the Board presented a proposal to the Council to impose a one-half cent sales and use tax dedicated to the Minot Park District to finance and construct an indoor turf facility, finance general Minot Park District operations, and finance future Minot Park District capital projects; and

WHEREAS, at the November 12, 2024 joint Council and Board meeting, the Board also explained that the proposal to the Council also provides for property tax relief for residents of the City of Minot through a reduction of the Park District's property tax assessment cap on its general fund mills from 38 mills to 26 mills for a period of five (5) years, which cap shall sunset June 30, 2030;

WHEREAS, at the November 12, 2024 joint Council and the Board meeting, the Council directed City staff to prepare this resolution calling for a special election to seek the approval of the electorate on whether to amend the City of Minot's Code of Ordinances to impose a one-half percent sales and use tax and dedicate the proceeds thereof to the District to finance

and construct the turf facility, provide property tax relief, finance the District's general operations, and future capital projects of the District; and

WHEREAS, City Ordinance No. [REDACTED] has been drafted and submitted to the Minot City Council at their regular meeting held on November 18, 2024; and

WHEREAS, the Minot City Council at its November 18, 2024 meeting, moved to adopt the proposed ordinance under circumstances in which the ordinance would be submitted for approval by a majority of the electors voting in a special election to be held on April 29, 2025 pursuant to Section 11½ -6 of the Minot Code of Ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Minot, North Dakota, that the question of whether to amend the City of Minot's Code of Ordinances to impose a one half-cent sales tax and dedicate the proceeds to the Minot Park District to finance and construct an indoor turf facility, provide property tax relief, finance general Minot Park District operations, and future Minot Park District capital projects be presented to the voters of the City of Minot at a special election to be held on April 29, 2025 and conducted pursuant to the terms and provisions of NDCC 40-21;and

BE IT RESOLVED that public notification of such special election shall be given by the City's Finance Director through publication, at least once and by publication at least fifteen days prior to the date set for the election April 29, 2025, in the Public Notices section of the Minot Daily News;

BE IT RESOLVED by the City Council of the City of Minot, North Dakota, that Brenda Willoughby shall serve as Inspector at the polling location of the Minot Civic Auditorium, which is the polling place as designated for the City Special Election to be held on April 29, 2025;

BE IT RESOLVED that City staff shall initiate and complete through the Ward County Auditor's Office the naming of Judges and Clerks for this special election, to be held on April 29, 2025;

BE IT RESOLVED that the polls shall remain open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m., Central Standard Time, for the Special Election; and

BE IT RESOLVED that the Minot City Council shall schedule a time for a Special City Council Meeting to canvass the results of the election after April 29, 2025.

Passed and adopted this 18th day of November, 2024.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



ORDINANCE NO.

AN ORDINANCE ENACTING ARTICLE VI (SALES AND USE TAXES (MINOT PARK DISTRICT)), SECTIONS 28½-141 (DEFINITIONS), 28½-142 (COLLECTION AND ADMINISTRATION), 28½-143 (SALES TAX IMPOSED), 28 ½-144 (USE TAX IMPOSED), 28½-145 (GROSS RECEIPTS OF ALCOHOLIC BEVERAGES), 28½-146 (EXEMPTIONS), 28½-147 (CONTRACT WITH STATE TAX COMMISSIONER), 28 ½-148 (DEDICATION OF TAX PROCEEDS), 28½-149 (MAXIMUM TAX IMPOSED), AND 28½-150 (EFFECTIVE DATE) UNDER CHAPTER 28 ½ (TAXATION), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO IMPOSE A ONE-HALF PERCENT SALES AND USE TAX AND DEDICATE THE PROCEEDS THEREOF TO THE MINOT PARK DISTRICT TO FINANCE AND CONTRUCT AN INDOOR TURF FACILITY AND FINANCE GENERAL PARK DISTRICT OPERATIONS AND FUTURE CAPITAL PROJECTS.

WHEREAS, the City of Minot is a political subdivision and home rule city in North Dakota possessing municipal powers and authority pursuant to its Home Rule Charter and the North Dakota Century Code (N.D.C.C.), including Title 40, N.D.C.C., and specifically those municipal powers codified in N.D.C.C. §§ 40-05-01 and 40-05.1-06; and

WHEREAS, the City of Minot's Home Rule Charter explicitly grants the City the power to impose a sales and use tax; and

WHEREAS, the City Council for the City of Minot, North Dakota (City of Minot) has been presented information and data from the Park District for the City of Minot (Minot Park District) relating to their proposed plan for the design, construction, and operation of an indoor turf facility that will be incorporated into the current MAYSA facility located within the City of Minot to be used for health, wellness, athletic, and/or recreational activities which will enhance the quality of life to the Minot community and surrounding area residents; and

WHEREAS, the City Council for the City of Minot has been presented information and data from the Minot Park District for a plan to fund construction for the indoor turf facility and provide funding for Minot Park District operations and future capital projects through the use of an additional one-half percent (½%) gross retail sales and use tax; and

WHEREAS, the Minot Park District also proposes to reduce the property tax assessment cap on its general fund mills from 38 mills to 26 mills for a period of five (5) years, which cap shall sunset June 30, 2030, if the additional one-half percent (½%) sales and use tax is imposed and proceeds of the tax dedicated to the indoor turf facility and Minot Park District operations and future capital projects; and

WHEREAS, the City of Minot has the authority and desires to impose a sales and use tax of one-half percent (½%), with proceeds of the taxes placed in a separate fund and dedicated and expended according to Article VI (Sales and Use Taxes (Minot Park District)) and Sections 28 ½ 121 – 150 as set forth in this ordinance; and

WHEREAS, it is mutually beneficial that the City of Minot and Minot Park District cooperate in providing financing for the indoor turf facility and Minot Park District operations and future

capital projects through an additional one-half percent (½%) sales and use tax, allowing the Minot Park District to reduce the property tax assessment cap on its general fund mills from 38 mills to 26 mills for a period of five (5) years, for the benefit of community residents and surrounding area residents, provided a majority of City of Minot residents express their support by voting at a City election in favor of financing the indoor turf facility and Minot Park District operations and future capital projects through imposition of the additional one-half percent (½%) sales and use tax; and

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

§1. That Article VI (Sales and Use Taxes (Minot Park District)), Sections 28½-141 (Definitions), 28½-142 (Collection and administration), 28½-143 (Sales tax imposed), 28 ½-144 (Use tax imposed), 28½-145 (Gross Receipts of Alcoholic Beverages), 28½-146 (Exemptions), 28½-147 (Contract With State Tax Commissioner), 28 ½-148 (Dedication of Tax Proceeds), 28½-149 (Maximum Tax Imposed), and 28½-150 (Effective Date), under Chapter 28 ½ (Taxation), Code of Ordinances, City of Minot, North Dakota, are hereby enacted as follows:

ARTICLE VI – SALES AND USE TAXES (MINOT PARK DISTRICT)

Sec. 28½-141. Definitions.

All terms defined in chapters 40-05.1, 57-39.2, 57-39.4, 57-39.5, 57-39.6 and 57-40.2 of the N.D.C.C. are adopted by reference with respect to this article.

Sec. 28½-142. Collection and administration.

Where not in conflict with the provisions of this article, the provisions of chapters 40-05.1, 57-39.2, 57-39.4, 57-39.5, 57-39.6 and 57-40.2, N.D.C.C., and all administrative rules adopted by the tax commissioner, pertaining to the collection and administration of the retail sales, use, and gross receipts tax, including provisions for liability, refund, penalty, interest or credit, govern the administration by the North Dakota Office of State Tax Commissioner (hereinafter "tax commissioner") of the taxes imposed by this article.

Sec. 28 ½-143. Sales tax imposed.

Subject to the provisions of NDCC § 40-05.1-06, and except as otherwise provided by this article, or the sales and use tax laws of the State of North Dakota, a tax of one-half percent (½%) is imposed upon the gross receipts of retailers from all sales at retail, including the leasing or renting of tangible personal property, within the corporate limits of the City of Minot, North Dakota.

Sec. 28 ½-144. Use tax imposed.

Subject to the provisions of NDCC § 40-05.1-06, and except as otherwise provided by this article, or the sales and use tax laws of the State of North Dakota, an excise tax is imposed upon the storage, use, or consumption within the corporate limits of the City of Minot, North Dakota, of tangible personal property purchased at retail for storage, use, or consumption in this city, at the rate of one-half percent (½%) of the purchase price of the property. An excise

tax is imposed on the storage use, or consumption within the corporate limits of the City of Minot, North Dakota of tangible personal property not originally purchased for storage, use, or consumption in this city at the rate of one-half percent (½%) of the fair market value of the property at the time it was brought into this city.

With respect to the purchase price of tangible personal property used by a contractor or subcontractor to fulfill a contract as defined in NDCC § 57-40.2-03.3, the tax imposed by this section applies only to bids submitted on or after the effective date of this article.

Sec. 28 ½-145. Gross receipts of alcoholic beverages.

This article recognizes enactment of new provisions under chapter 28½, taxation, article IV of the City of Minot Code of Ordinances, with the provisions of this article relating solely to implementation of city sales and use taxes. However, recognizing that article VII (alcoholic beverage gross revenues tax) of ½ of the Minot Code of Ordinances does not have a current expiration date, the terms and provisions of that existing ordinance and tax relating to gross receipts of alcoholic beverages remains intact and is not modified or terminated by this article.

Sec. 28 ½-146. Exemptions.

This article provides for exemptions from imposition and computation of the city sales and use tax for mobile homes, new farm machinery, and new farm irrigation equipment and for any additional exemption provided by state law.

Sec. 28 ½-147. Contract with tax commissioner.

The Minot Finance Director is authorized to contract with the tax commissioner for administration and collection of taxes imposed by this article. The City's Finance Director has all powers granted to the tax commissioner, and in the absence of a valid contract with the tax commissioner or failure of the tax commissioner to perform the delegated duties, shall perform these duties in place of the tax commissioner.

Sec. 28 ½-148. Dedication of tax proceeds.

The proceeds of the one-half percent (½%) tax authorized under this article (the "Minot Park District sales tax") shall be placed in a separate fund, which shall be dedicated exclusively to the Minot Park District to be expended for:

- (1) the financing and construction of an indoor turf facility; and
- (2) to provide general funds for Minot Park District operations and future capital projects and allow the Minot Park District to reduce its property tax assessments for a period of five (5) years.

Proceeds from the tax imposed pursuant to this article may be used by the Park District to make direct payment for costs described hereinabove or may be pledged to pay debt service on bonds or other debt instruments which may be

sold to finance such costs without submitting the question of such issuance to the voters of the city.

Sec. 28 ½-149. Maximum tax imposed.

Any patron or user paying a tax imposed by this article in excess of fifty dollars (\$50.00) upon any single transaction of one (1) or more items may obtain a credit or refund of the excess tax at the time of purchase directly from the vendor or request a refund of the excess tax payment by filing a request for refund upon the forms provided by the tax commissioner.

Sec. 28 ½-150. Effective Date.

This article shall be accepted after its passage and approval on second reading by the Minot City Council. This article and the Minot Park District sales tax authorized hereby shall remain in effect and continue to be collected while the original obligations, or extensions thereof, secured by the Minot Park District sales tax to construct the indoor turf facility remain outstanding, and thereafter until amended or repealed.

§2. Implementation Date of Amendments. The ordinance amendments shall be implemented on July 1, 2025.

§3. Effective Date. This ordinance shall be effective upon the later of second reading and final passage by the Minot City Council and approval by a majority of the electors voting in a special election to be held April 29, 2025 for the purpose of considering whether the ordinance should be ratified. If the voters fail to approve the ordinance, it shall not become effective.

PASSED ON FIRST READING:

PASSED ON SECOND READING:

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor

NOTICE OF BALLOT MEASURE

At a special election on _____, Tuesday, April 29, 2025, the following proposed amendment to the Minot Code of Ordinances will be placed on the ballot:

~~At the request of the Minot Park District, Shall~~ the City of Minot shall amend its Minot Code of Ordinances to adopt an additional one-half percent (1/2%) tax on gross receipts of retailers from all sales at retail and ~~use tax to be dedicated~~ the tax to the Minot Park District for the financing and construction of a new indoor turf facility and to provide general funds for the operation of the Park District. Upon approval of the one-half percent (1/2%) sales tax the Park District shall reduce the property tax assessment cap on its general fund mills from 38 mills to 26 mills, which cap shall sunset June 30, 2030. ~~The one-half percent (1/2%) sales and use tax shall not expire at the completion of paying for the bonds to build the indoor turf facility. After repayment of the bonds, one hundred percent of the tax shall be dedicated to the Park District general fund for operations and future capital projects of the Park District and allow for the reduction of its property tax assessments.~~

A **“YES”** Vote means you approve the city measure as summarized above.

A **“NO”** Vote means you reject the city measure as summarized above.

If this proposed amendment receives a majority of **“YES”** votes in the next election, it will be enacted by the City of Minot.

Mapping The Future

WHILE MAINTAINING THE FUTURE



MAPPING THE FUTURE

The Minot Park Discovery is proposing a ½ cent sales tax that will provide property tax relief as well provide funding for quality of life projects and maintain our current parks and facilities.



INDOOR FACILITY STUDY



Flexibility and adaptability of spaces
for year-round recreation



Involve the Community to
identify Community needs



Benefit all Minot citizens regardless of
recreation type, age, or abilities



Enhance quality of life
for Minot Citizens



Community
Partnerships



Increase Minot Park District's
economic impact

Mapping The Future



FACILITY PRIORITIES
MINOT PARK DISTRICT FACILITY MASTERPLAN
JULY 6, 2021 | © 2021 JLG ARCHITECTS



SURVEY RESULTS

1. Turf
2. Aquatics
3. Play
4. Ice
5. Courts



PUBLIC FORUM

- MAYSA Providing resources outside of ice sports is positive and makes the building more rounded for year-round use.
- The proposed concourse on the south side of the facility is important to connecting the building together, but may be considered as one of the later phases.
- Indoor play is critical to the usage of the facility.





MAYSA
FIELDHOUSE

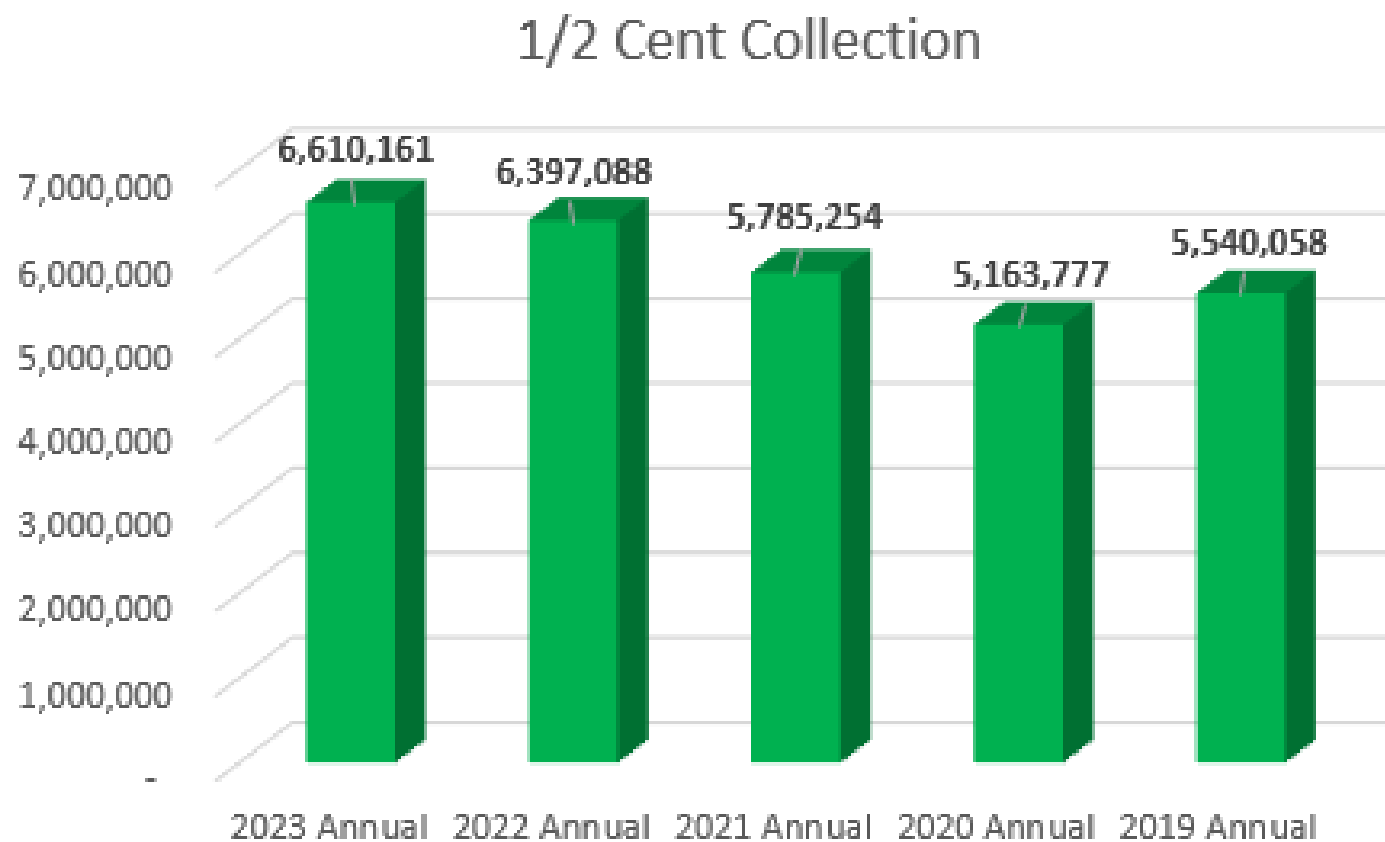


Mapping the Future





SALES TAX COLLECTION





BREAK DOWN OF ½ SALES TAX

- Property Tax Relief
 - 14 Mills from Minot Parks
 - 2025=3.5 Million
 - 40% Reduction General Fund
 - Savings of \$170.00 on \$250,000.00 Home
- Operational Costs
 - Baseball Fields
 - Softball Fields
 - MAYSA
 - Roosevelt Park Zoo
 - Auditorium
- Bond Payment Turf Facility



MAINTENANCE OF CURRENT FACILITIES

- Auditorium Roof
- MAYSA Roof
- Roosevelt Park Pool
- Scheels Complex Grading
- Optimist Soccer Complex Drainage





FUTURE PROJECTS

Corbett Field Masterplan

- Accessibility
- Restrooms

Superfund Site

- 18 Disc Golf Course
- Crossing Country Running Track
- Mountain Bike Trails

Auditorium Renovation/Expansion

- Three Multiuse Courts
- Pickleball Courts

Phase Three Outdoor Recreation

- Poured in Place Inclusive Playground
- Zip Line
- Community Orchard
- Challenge Course
- All Season Pavilion

Field Analysis

- Potential Tournament Growth
- Economic Impact

MAYSA Addition

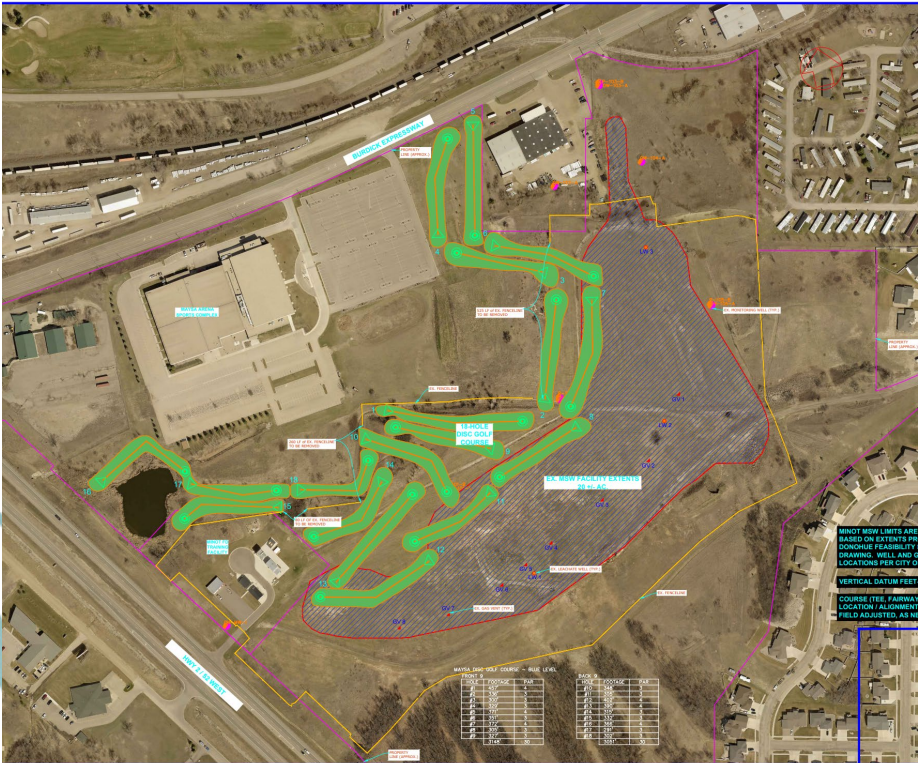


FUTURE PROJECTS

CORBETT FIELD



SUPERFUND SITE



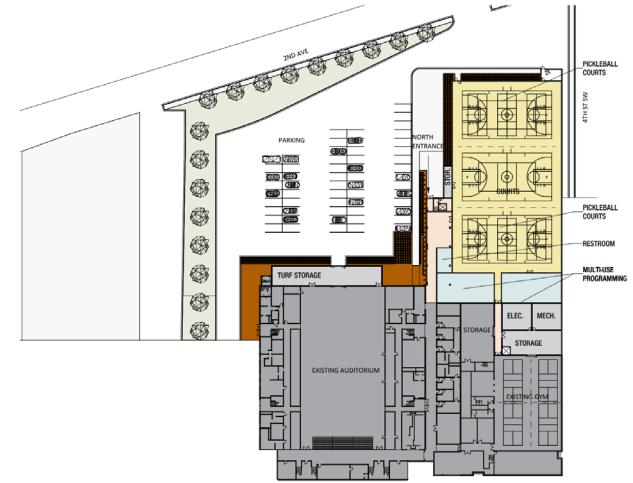


FUTURE PROJECTS

OUTDOOR RECREATION PHASE THREE



AUDITORIUM



MINOT PARK DISTRICT INDOOR REC. FACILITIES

Ground Floor
12/9/21 | JLG 21037 | © 2022 JLG ARCHITECTS





FUTURE PROJECTS

FIELD ANALYSIS

MAYSA ADDITION





TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator
Ryan Kamrowski, City Assessor

DATE: November 18, 2024

SUBJECT: BRUCE WALKER - PARK SOUTH II LURA

I. RECOMMENDED ACTION

City Council to provide direction to Essential Living, Inc. with regards to filing a LURA with NDHFA.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553
Ryan Kamrowski, City Assessor, 701-857-4161

III. DESCRIPTION

A. Background

Essential Living, Inc. (ELI) was awarded \$4.8 million dollars in NDR funds to construct 22 town homes. According to the subrecipient agreement, there is a 20-year affordability period in which each of the twenty-two (22) units in the Project must be occupied by tenants with total household income at or below 80% of the AMI for the county in which the Project is located, as published by the United States Department of Housing and Urban Development. The maximum rent charged for these units is the published Fair Market Rents for Ward County as issued by HUD each year. Any utilities are paid directly by the tenant, the maximum rent must be reduced by the applicable utility allowance amount as approved by HUD.

Essential Living, Inc. was denied property tax exemption status in 2024. In the Assessor's office investigation into exemption status, they determined that Essential Living, Inc. does not have a Land Use Restriction Agreement (LURA) that enumerates the mandatory income and rent restrictions set by the North Dakota Housing Finance Agency (NDHFA). In past years, they were granted an exemption under the LURA for another property in the Park South Apartment complex. It wasn't until the completion of the Assessor's office's investigation that it was determined that the 22 parcels commonly known as Park South Townhomes, were not documented correctly in the LURA and did not meet the requirements for property tax exemption.

The parcels were reported to the Ward County Auditor to begin the omitted assessment process outlined in the North Dakota Century Code. A combined valuation of \$4,364,000 for all 22 properties will be levied against the parcels for 2024. Under the section of Century Code that Essential Living, Inc. had previously received exemption status, the property was exempt from ad valorem taxation in exchange for a Payment In Lieu of Tax which equaled 5% of rents collected less utility expenses. In order to continue to qualify for the exemption under current assessment laws, Essential Living, Inc. would be required to enter into a LURA, binding them to rental and income limitations.

This LURA would then have to be submitted to the North Dakota Housing and Finance Agency (NDHFA), along with additional documentation showing compliance with said LURA, for certification by the State Program Manager. The NDHFA program manager would then submit to the City Assessor a letter stating compliance with affordable housing restrictions and allow the property owner to make an application for tax exemption.

B. Proposed Project

Essential Living, Inc. would like to apply for a LURA with the North Dakota Housing and Finance Agency. This LURA would coincide with the required 20 affordability period outlined in the subrecipient agreement.

IV. IMPACT

A. Aspirations

This would meet the aspiration of being flourishing and dynamic as it allows individuals to obtain affordable housing for those in need.

B. Service/Delivery Impact:

State how this project will impact (improve, augment, advance) the City, your Department, our services, quality, delivery, customer experience, etc.

C. Fiscal Impact

A combined valuation of \$4,364,000 for all 22 properties will be levied against the parcels in 2024.

VI. ALTERNATIVES

1. The council can approve the LURA which will allow Essential Living, Inc to file the required paperwork with NDHFA to seek a Payment in Lieu of Taxes.
2. The council can deny the request for the LURA which would keep the 22 properties the tax roll without an exception for LMI housing.

