



Regular City Council Meeting

Monday, December 2, 2024, at 5:30 PM

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

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

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

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the November 12, 2024 Special City Council meeting, the November 14, 2024 Special City Council meeting, and the November 18, 2024 Regular City Council meeting.

- 5.2. ORDINANCES

RECOMMENDED ACTION

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

1. Ordinance No 6024 - 2024 BA - FY2024 SHSP Bomb Squad
 2. Ordinance No 6025 - 2024 BA - Consultant for Process Improvement & Innovation
 3. Ordinance No 6026 - 2024 BA - Employment Investigation Services
 4. Ordinance No 6027 - Zoning Map Amendment - Engers First Addition

5.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Majettes Hockey Minot High School to conduct raffles at home hockey games from November 26, 2024 through February 22, 2025 at the Maysa Arena (2501 Burdick Exwy W).**
- 2. MCDC Booster Club to conduct a calendar raffle in February 2025 at Magic City Dance Company (1300 4th Ave NW).**
- 3. MCDC Booster Club to conduct a raffle on January 12, 2025 at MSU Ann Nicole Nelson Hall (500 University Ave W).**
- 4. Minot Social Club for Exceptional Persons, Inc. 2nd Story to conduct a raffle on March 8, 2025 at The Moose Lodge (400 9th St SW).**

5.4. BILLS, TRANSFERS, AND PAYROLL

RECOMMENDED ACTION

It is recommended City Council approve the payroll for the period of October 20, 2024 through November 16, 2024 in the amount of \$2,562,287.83 and the bills and transfers for November in the amount of \$8,307,992.91.

5.5. 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. Ground Round**
- 2. Hyatt House Minot**
- 3. Lor Spa**
- 4. Lucky Strike Lounge and Casino**
- 5. Mi Mexico**
- 6. ND Asia Restaurant and Lounge**
- 7. Rockin' Horse Saloon**
- 8. Spicy Pie**
- 9. The Pour Farm**
- 10. The Starving Rooster**
- 11. Wal-Mart**

12. X-Golf
13. Minot State University
14. Paradiso
15. Prairie Sky Breads
16. Sports on Tap
17. Trestle Tap House
18. Whiskey Nine

5.6. ACCEPT PROPOSAL FOR INSURANCE SERVICES

RECOMMENDED ACTION

It is recommended City Council accept the proposal from Bravera Insurance to provide insurance services; and authorize the Mayor and Finance Director to sign any applicable documentation.

5.7. DOWNTOWN ALLEY TRAFFIC CONVERSION

RECOMMENDED ACTION

It is recommended City Council approve the ordinance on first reading to remove the one-way northbound designation for the alleyway between N Main Street and 1st Street NE and from E Central Avenue up to the CPKC railway.

5.8. 2025 AERIAL PHOTOGRAPHY AND LIDAR CONTRACT WITH EAGLEVIEW

RECOMMENDED ACTION

It is recommended City Council approve the contract with Eagleview and authorize the Mayor to sign the contract.

5.9. STORM SEWER DISTRICT 121 PUPPY DOG COULEE AWARD OF BID (4087)

RECOMMENDED ACTION

It is recommended City Council award the contract to Wagner Construction in the amount of \$19,686,071.15, authorize the Mayor to sign the contract, and approve the attached budget amendment on 1st reading.

5.10. RAISE GRANT APPLICATION RESUBMISSION FOR MINOT'S ACCESSIBLE GROWTH-DRIVING INTERMODAL CORRIDOR (MAGIC) (4657)

RECOMMENDED ACTION

- 1. It is recommended City Council approve the funding request to resubmit a RAISE grant for the environmental study;**

2. Approve the budget amendment on 1st reading; and
3. Authorize staff to write letters of support for the grant and authorize the Mayor to sign the letters.

5.11. ACCEPT 2025 LOTTERY GRANT AWARD FOR THE WARD COUNTY NARCOTICS TASK FORCE

RECOMMENDED ACTION

It is recommended City Council accept the 2025 JAG Lottery grant; authorize the Mayor and Finance Director to sign any applicable documents; and approve the budget amendment on first reading.

5.12. 2025 WASHINGTON SAFE ROUTES TO SCHOOL CPM AGREEMENT (4720)

RECOMMENDED ACTION

It is recommended City Council approve the attached Cost, Participation & Maintenance agreement with the NDDOT and authorize the Mayor to sign the agreement.

5.13. 4TH ST SW STORM SEWER IMPROVEMENTS TASK ORDER #2 (4866)

RECOMMENDED ACTION

It is recommended City Council approve the task order with Houston Engineering, Inc.; and authorize the Mayor to sign the agreement.

5.14. 2024 STREET PATCHING - FINAL PAYMENT (4805)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$70,797.39 to be paid to Keller Paving & Landscaping, Inc.

5.15. SANITATION TRUCKS PURCHASE (4902)

RECOMMENDED ACTION

It is recommended City Council approve the sole source purchase of two new sanitation trucks from Sanitation Products in the amount of \$869,214 less the trade-in amount; and approve the proposed budget amendments on first reading.

5.16. LANDFILL AIR CURTAIN INCINERATOR PURCHASE (4903)

RECOMMENDED ACTION

It is recommended City Council approve the piggyback purchase from Air Burners, Inc. for the Model S330 Air Burner in the amount of

\$234,408.82; and approve the proposed budget amendments on first reading.

5.17. ARCHKEY SECURITY SYSTEM SUPPORT AGREEMENT FOR THE AIRPORT

RECOMMENDED ACTION

It is recommended City Council approve the annual support agreement with ArchKey Technologies for the Airport's security system and authorize the Mayor to sign the agreement.

5.18. APPROVE BUDGET AMENDMENT FOR USED FIRE ENGINES UPFITTING EQUIPMENT

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to move the budget from capital equipment to fire operation supplies.

5.19. CENTRAL DAKOTA MPO UNIFIED PLANNING WORK PROGRAM ANNUAL CONTRACT

RECOMMENDED ACTION

It is recommended City Council approve the contract with the NDDOT and authorize the Mayor to sign the contract.

5.20. 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 and approve the budget amendment in the amount of \$53,248 on first reading.

6. ACTION ITEMS

6.1. AMENDMENTS TO CHAPTER 28 STREETS SIDEWALKS AND PUBLIC GROUNDS (4541) - ROCK IN BOULEVARD AND DRIVEWAY WIDTHS

RECOMMENDED ACTION

Staff is seeking direction from Council about whether they are open to these proposals and if they would like to see them brought back as formal ordinance amendments for future consideration.

6.2. AMEND THE SUBSTANTIAL COMPLETION DATE FOR BROADWAY CIRCLE

RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the 3rd Amendment amending the substantial completion date to April 7, 2025.

6.3. UTILITY DISTRICT 2025-1 - BOLTON HEIGHTS (4893)

RECOMMENDED ACTION

It is recommended City Council pass the following resolution:

1. Create Utility District 2025-1

6.4. PARK DISTRICT 1/2 CENT SALES TAX - RESOLUTION, ORDINANCE, BALLOT LANGUAGE

RECOMMENDED ACTION

If Council supports scheduling a special election on June 3, 2025, for the electorate to consider whether to impose a one-half (1/2) cent sales tax dedicated to the Minot Park District as proposed, City staff recommends the following motion:

- 1. Pass the attached ordinance on first reading;**
- 2. Approve the attached ballot language; and**
- 3. Approve the attached resolution calling for a special election to be held on June 3, 2025 for the electorate to consider the question posed in the ballot language approved in item 2.**

Note: The resolution scheduling a special election requires a supermajority vote of the Council (5/7 votes) in order to pass. See Minot City Ordinances 2-21 and 11 ½-6.

7. PERSONAL APPEARANCES

8. MISCELLANEOUS AND DISCUSSION ITEMS

8.1. BROADWAY CIRCLE RFP

Provide staff with direction on how to proceed with obtaining a qualified entity to lease and manage the Broadway Circle Property.

9. ADJOURNMENT



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: December 2, 2024

City Manager:

Last week a press conference was held regarding the officer involved shooting in October. Officers Burtch and Hall responded to a call an officer never wants to experience but have trained extensively for. The findings from the external investigation clearly verify the incident was responded to correctly and in accordance with all applicable laws, ordinances, policies and training. The City of Minot, and the community as a whole, is fortunate to have many officers of the caliber of Burtch and Hall who are prepared and willing to protect us when necessary.

A graduation and swearing in ceremony was also held by the Fire Department. Congratulations to the several cadets completing their training and becoming full time members of the department, and the other fire fighters who were promoted to Senior Fire Fighters.

The final draft of the Police Department Investigation was also released recently. It has come to the City Manager's attention many of those participating had concerns about the accuracy of how their statements were reflected in the report. After coordination with the investigator all participants have been given the opportunity to provide feedback on potential corrections. It is anticipated that either an updated version of the report or an addendum to the report will be provided soon. Next steps upon finalization of the report is to schedule an opportunity for the investigator to present the report to the whole Council and answer any questions they may have. The City Manager is also working with the outside counsel Ohnstad Twichell, and the Attorney's and Human Resources' Offices to evaluate all components of the report, its findings, and its recommendations. Based on the evaluation the City Manager will determine corrective actions, implementation, and will communicate them as appropriate and necessary. It is anticipated this will be completed by the end of the end of December.

Other meetings attended included: Central Dakota MPO Policy Board meeting; a meeting regarding Childcare in Minot; the Economic Development Plan Review committee; several meetings regarding internal matters.

Engineering
City Engineer, Lance Meyer

Department Updates

- In November, the Department issued 14 right of way permits and attended 3 DRT meetings.
- Cityworks software configuration continues. License renewals for 2025 have begun for alcohol, tobacco, alarm permits, and contractors – approximately 1,400 individual licenses.

- The City hosted five open house sessions to assist contractors with license renewal and answer any questions that they had with the online permitting process. The sessions were very lightly attended but those who showed up indicated that it was very beneficial.
- In November, the Traffic Division completed 48 work orders: 6 street light bulbs replacements and 10 sign knockdowns.

Current Projects

- Staff is working on Phase 2 of the Wayfinding project which will address the five entry monuments.
- The 2024 Signal Improvement for S Broadway and 16th Avenue SW has been completed and staff is working with the NDDOT on final inspections.
- 2024 Signal Cabinet Improvement for the N Broadway signals of 20th Ave NW, 36th Ave NW and 46th Ave NW is out for bid. Improvements will occur in early 2025.
- Storm Sewer District 124 design is complete. Easement and land acquisitions discussions have begun. The district will be brought to council in the coming months.
- The Puppy Dog Storm Sewer project was bid with award pending on the December 2nd meeting. Council has authorized eminent domain against one property.
- The 16th Street Reconstruction project is scheduled for a February 2025 bid by the NDDOT. The city closed on the land purchase for the detention pond on 11/21. Right of way was purchased using de-obligated dollars from the cancelled quiet zone project. The funding council approved for the right of way in the 2025 budget will be available for infrastructure uses as council sees fit.
- The 16th Street Interchange Improvement project is in final design.
- 3rd Street Bridge Repair consultant qualifications have been received with interviews taking place December 3rd.
- 3rd Street and Central Avenue Reconstruction consultant qualifications have been received with interviews taking place December 9th.

2025 Project Design

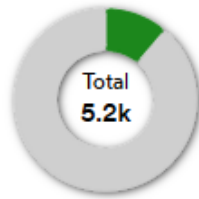
- 2025 Safe Routes to School is currently in design.
- 2025 Signal Improvement for Burdick Expwy E / 27th St SE and Burdick Expwy E / 8th Ave SE is out for bid.
- Survey and preliminary design has begun for 2025 roadway maintenance projects.

Human Recourses
Director, Lisa Jundt

Self Service Utilization Analysis from ADP

Utilization Overview

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



Self Service Changes

● **11%** (583)

Practitioner Changes

● **89%** (4,608)

Estimated Current Savings

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

$$\begin{array}{rclclcl} \text{Self Service Changes} & & \text{Average HR Task Cost} & & \text{Estimated Savings} \\ 583 & \times & \$4.51 & = & \$2,629.33 \end{array}$$

Opportunities to Save More

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

Estimated Savings
\$2,629.33

Top Saving Areas

[Tax Withholdings >](#)

[Direct Deposit >](#)

[Personal Info >](#)

Estimated Opportunity

\$20,782.08

Top Opportunity Areas

[Employment Info >](#)

[Employee Pay Rate >](#)

[Direct Deposit >](#)

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

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

Recruitment/Current Openings- HR Staff continue their efforts to recruit for the following positions: Building and Grounds Worker, Heavy Equipment Operator, Library Assistant, Dispatcher, Mechanic, Commercial Plan Reviewer, and Police Officer.



Fire Department
Fire Chief, Kelli Kronschnabel



Fires reported in the month..... 2

- Vehicle Fires: 1
- Trash/Rubbish Fire: 1

2024 Monthly Fire Counts Year to date Total: 108

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
5	7	7	11	17	11	12	13	8	15	2	

YTD Dollar loss attributed to fire..... \$712,300

Total incidents reported for the month: 379

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
2	0	279	16	8	31	43	0	0

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

Update from Chief's Kronschnabel's office:

November continued the trend of staying busy with calls. We are projected to end the month with approximately 437 calls for service, an increase of 48 over last October. Year-to-date, we have responded to 4,631* calls compared to 4,441 at the same time last year—an increase of 190.

As always, our crews continued honing their skills with various training topics throughout the month. Various subject matters including Hazmat operations, search and rescue, structural collapse, fire behavior and building construction, and more.

We held our Graduation and Promotion Ceremony on Nov. 22. We had 3 firefighters earn promotions to Senior Firefighter: Tyler Christen, Damon Laks, and Phillip Newman. We also had 5 Firefighters come off of probation: Tyler Ghent, Trent Meyer, Alec Rice, Kayden Staples, and Matthew Taylor. We also had four graduates from our fire academy who will join our department as probationary firefighters: Patrick Haskins, Brady Nelson, Matthew Schoenborn, and Hunter Wolf.

In partnership with Minot Public Schools and the Police Department crews will be delivering Thanksgiving meals to Minot Public School students and their families.

**Minot International Airport
Director, Jennifer Eckman**

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

- The October statistics show the seasonal rise in travel and revenue. This year there were some Orlando-Sanford flights which were canceled early in the month due to the hurricanes impacting the region. The parking revenue continued to exceed projections this can be attributed to the changes in the 2024 rates and charges and the addition of the Florida market.

Staffing and Training

- Staffing –
 - The staff redeveloped the job scope from Part-Time Facility Technician to Part-Time Custodial Technician to better reflect the work needed to be performed in the terminal.
 - The Part-Time Operations Technician decided to return to full-time employment with the air traffic control tower.
- Training and City P.R.I.D.E. –
 - Cybersecurity Training – The Airport Director, Airport Operations and Maintenance Manager, and the Airport Business and Development Manager each attended a briefing on the ransomware attack at the Seattle-Tacoma International Airport.
 - PRIDE Evaluation and Goals in ADP – The Airport staff with supervisory roles attended the training provided by the HR department.
 - PRIDE Employee Recognition Committee – Airport Operations team member represents the Airport.
 - City Safety Committee – The Airport Safety and Security Specialist, a Facility Tech and an Operations Tech represent the Airport on this committee.
 - AAAE Accreditation – Airport Operations and Maintenance Manager continues to have weekly meetings with the regional examiner in preparation to do the third step, a final interview, in the accreditation process. She is also working the mentors in the field to expand her knowledge base. The interview will be scheduled in early 2025.
 - AAAE/ACI-NA National Airports Conference – The Airport Operations and Maintenance Manager continues to help plan this annual conference in the Chicago area at the beginning of October.
 - Allegiant Conference – The Airport Business and Development Manager attended the annual conference with the director of Visit Minot. They learned about Allegiant's business plan for the year and the trends in the industry. They also had an opportunity to speak with Allegiant route planners on the air service needs for the community.
 - GLC AAAE Airports Conference – The Airport Operations and Maintenance Manager helped plan and attended this conference in early October.
 - Drivers Training - Airport staff attended the mandatory defensive drivers training hosted by the police department.

Equipment

- Vehicles and Snow Removal Equipment (SRE) –
 - Idaho snowblower – Went to City auction in September; removed from airport property on October 4th.
 - Unit 347 (Older Toro) - Went to City shop due to PTO shaft bearing inop. Waiting on 2025 budget year for repairs.
 - Unit 303 (old tractor) - Issue with power steering pump leak. At City shop for repairs.
 - Unit 326 (older plow) - Seasonal maintenance done by City shop.
 - Unit (304) - Pickup truck with plow installed
 - Unit 343 (dump truck) - Plow attachment installed
 - Units 318 (Toolcat), 330 (Bobcat), 332 (Toro w/broom) prepped for winter
 - Unit 312 (older sand truck) - Filled with sand
 - Unit 329 (newer sand truck) - Filled with sand
 - Unit 343 (dump truck) - Added millings in bed for weight
- Airside Equipment –
 - Electrical Vault– The equipment in the vault continues to be an issue. Bids were opened on April 16, 2024 with work to be completed in November.
 - Airside Electrical Generator – The radiator continues to have a slow leak. We are looking to see if it can be sent out for service this year or consider tying it into terminal generator for back-up.
 - Jet bridges – The jet bridges continue to show wear and tear. HVAC systems are showing their age. The airport team continues to coordinate the repairs with airlines.
 - Jet bridge 3 –This jet bridge has been experiencing significant operational errors. Airport staff has received quote for technicians to replace ball screw in vertical column. Repairs to be done in November.
 - Main windsock – Due to the age of the main windsock, there is significant wear to the point of concern. Airport admin has obtained additional quotes from local contractors. Will likely be repaired in 2025.
- Terminal Equipment -
 - No issues this month!

Facilities

- Commercial Terminal –
 - Fire Alarm –Bids were opened in July to replace the fire panel. Work is scheduled to begin November 18.
 - Overhead Gate at Restaurant - The gate no longer slides on its tracks correctly. The airport team has requested quotes from various vendors and is hoping to replace the gate in 2025.
 - Furniture – Fabric has been received and upholstery of seating has begun in phases through a local provider.
 - Terminal doors - The doors continue to have regular maintenance issues arise. The airport team budgeted one set for replacement in 2025.
 - Boiler #3 - Brought back online after pilot valve replaced and glycol leak repaired. No issues since.
 - Dedicated Outside Air System (DOAS) had suspected bad Variable Frequency Drive (VFD). Contractor did troubleshooting. Motor removed for repairs.

- Failed plumbing in restaurant leaked into tug tunnel. Facilities team addressed and placed plumbing.
- Winter prep – Turned on building's various heating systems and staged snow removal equipment.
- Glass windowpane shattered near gate 1. Awaiting quote for repair.
- Working with local vendor to improve/replace costly exterior light fixtures. Will wait for 2025 budget.
- SRE Building–
 - High wind event caused damage to roof vent.
- General Aviation Terminal -
 - HVAC System – Working with consultant to formulate plan to rehabilitate the aged system and allow for zone controls.
 - Water, Radon, and Asbestos Testing – Requested as part of lease agreement. Waiting on quotes.
- Airside –
 - Tie downs on the GA apron have begun to heave in some areas. Work expected in 2025.
 - Wetland mitigation/drainage improvement project is still underway.
 - Gave Minot PD a tour of airfield for potential training site opportunities.
 - Installed signage in line with City ordinance to protect airport property west of Hwy 83.

Community Engagement

- Social Media –The airport’s Facebook posts with the highest reach was on October 22, 2024. This post was about the temporary closure of the crosswind runway during the wetland and drainage project.
- City-Wide Clean-Up - The airport staff assisted Public Works during this biannual event the first week of October.
- Airport Community Meeting – The monthly meeting with the tenants was held the first week of the month.
- Annual Snow and Ice Control Plan Meeting – The meeting was held October 1. Tenants and City staff were presented with the final version of the Airport's Snow and Ice Control Plan. The plan will be executed during weather events for the 2024-2025 winter season.
- Local Emergency Planning Committee (LEPC) – Airport staff participates in LEPC activities.
- Airport Association of North Dakota (AAND) – Airport Operations and Maintenance Manager is on the board.
- Service Organizations –
 - Rotary - The Airport Operations and Maintenance Manager participates in Rotary.
- Minot Area Chamber EDC Committees – Airport Director participates in the Infrastructure, Energy, and Military Affairs committees and serves as an honorary commander of the 5th Logistical Readiness Squadron.
- American Association of Airport Executives – Airport staff participates in a variety of subcommittees and working groups within this organization and its Great Lakes Chapter.
- Ribbon Cutting – Airport Director attended the ribbon cutting of the new transit station.

- Halloween at City Hall – The Airport Operations team provided a carved pumpkin for the event and the Airport Director participated in dressing up and handing out candy to the attendees.
- News Interviews –
 - Wetland Project Media Event (October 29, 2024) – The Airport and the Public Information Office put together an event to allow the local media a chance to tour the project and interview the project manager from Wagner Construction on. Attendees were Minot Daily News, KMOT/KFYR, and Minot Trending Topics News. KX News missed the event but came out on November 1, 2024, to get the information.
 - Minot Daily News: <https://www.minotdailynews.com/news/local-news/2024/10/wetlands-hazard-mitigation-nears-completion/>
 - KMOT/KFYR: <https://www.kfyrtv.com/2024/10/29/wildlife-mitigation-project-progressing-minot-international-airport/>
 - Minot Trending Topics News:
 - <https://www.facebook.com/share/v/PWLoRczyjYzS2jcR/>
 - <https://www.facebook.com/share/v/f2trMffnaLUR4L3D/>
 - KX News: <https://www.kxnet.com/news/local-news/wildlife-hazard-removal-project-nearly-finished-at-minot-airport/>

Public Information

Communication and Engagement Manager Jennifer Kleen

Highlights and Takeaways

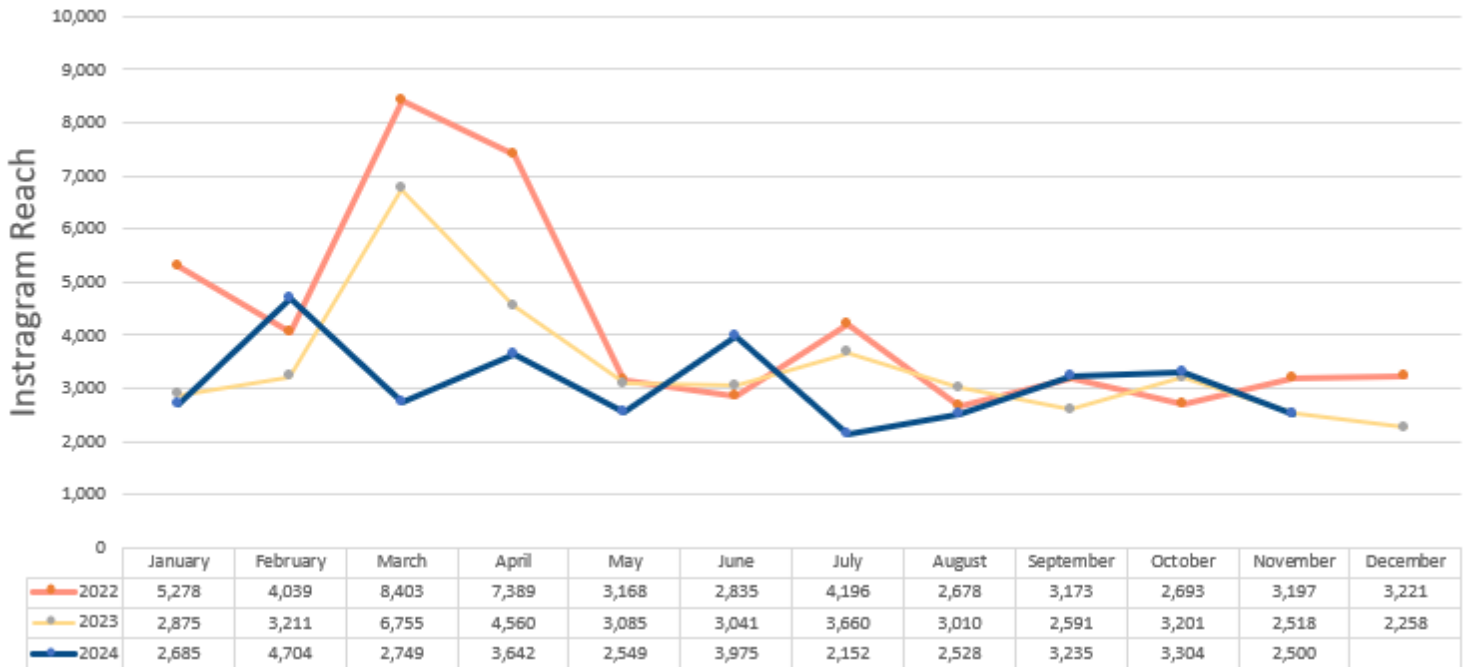
- Communication and Engagement Manager Jennifer Kleen coordinates this office's responses to a wide variety of subjects and issues. In the past month, she has been heavily involved in creating and distributing information about the City's snow removal plan. Public Works Operations Director Bryan Banfill and Street Supt. Kevin Braaten, among others, have worked on updating aspects of the City's snow plan, including providing daily updates during a snow event. Bryan Banfill has also held briefings with employees from Public Works, Streets, Dispatch, Police Department, Fire Department, Airport, Public Information and others in an effort to provide updated and timely information to the public but also to all City departments.
- As snow events happen, everyone in the Public Information Office will be involved in creating and distributing information to the public regarding snow removal operations, and any potential snow emergency declarations.
- Communication Specialist Bryan Obenchain worked with Transit Supt. Brian Horinka to provide updated information about the process of creating new bus routes, as we did this year, and the effects on bus ridership this year after we created two new routes and added two new drivers. The stories were published on the City website and in the electronic newsletter.
- Bryan Obenchain attends the monthly Public Works superintendents meeting and regular utilities and operations meetings, which provides a wealth of background information about upcoming projects, etc. These meetings are a great way to keep up to date on what's happening in the various Public Works departments, and Bryan regularly gets story ideas and social media post ideas from the attendees at these meetings.

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

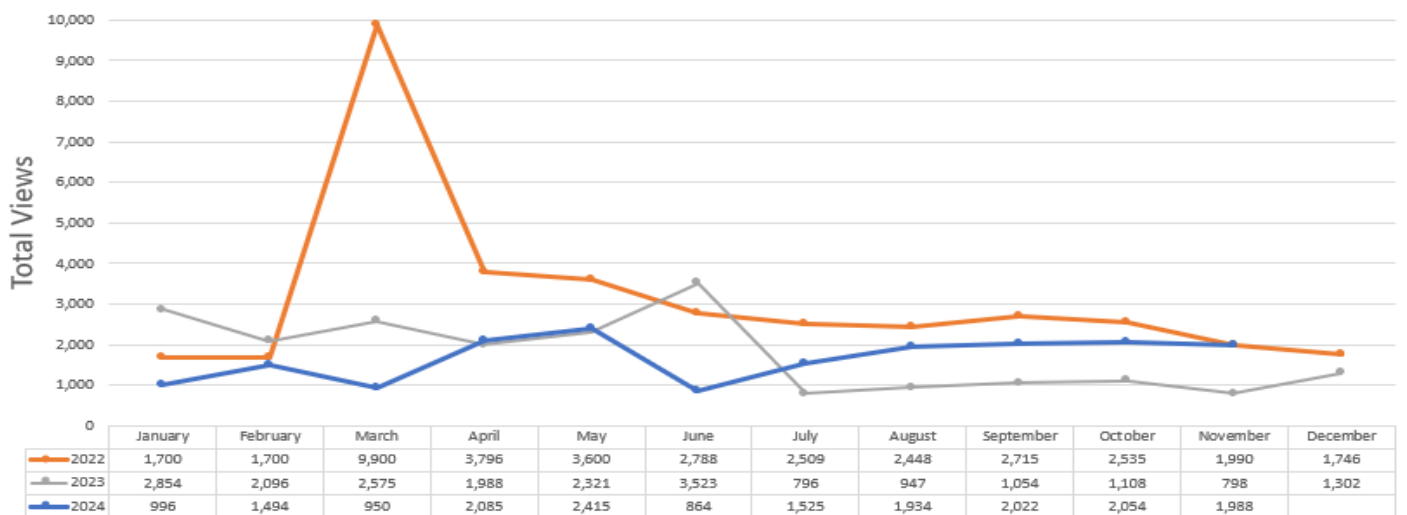
Facebook Reach Month by Month



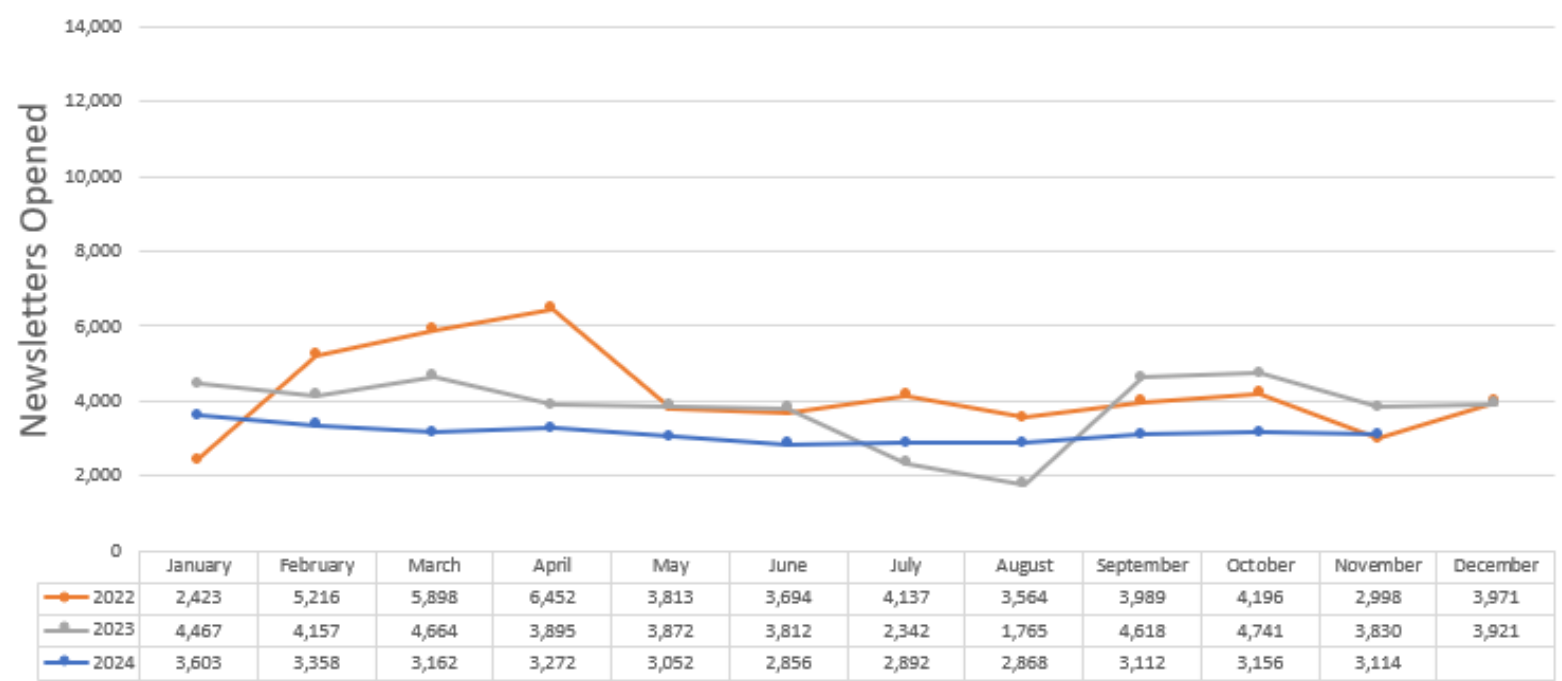
Instagram Reach Month by Month



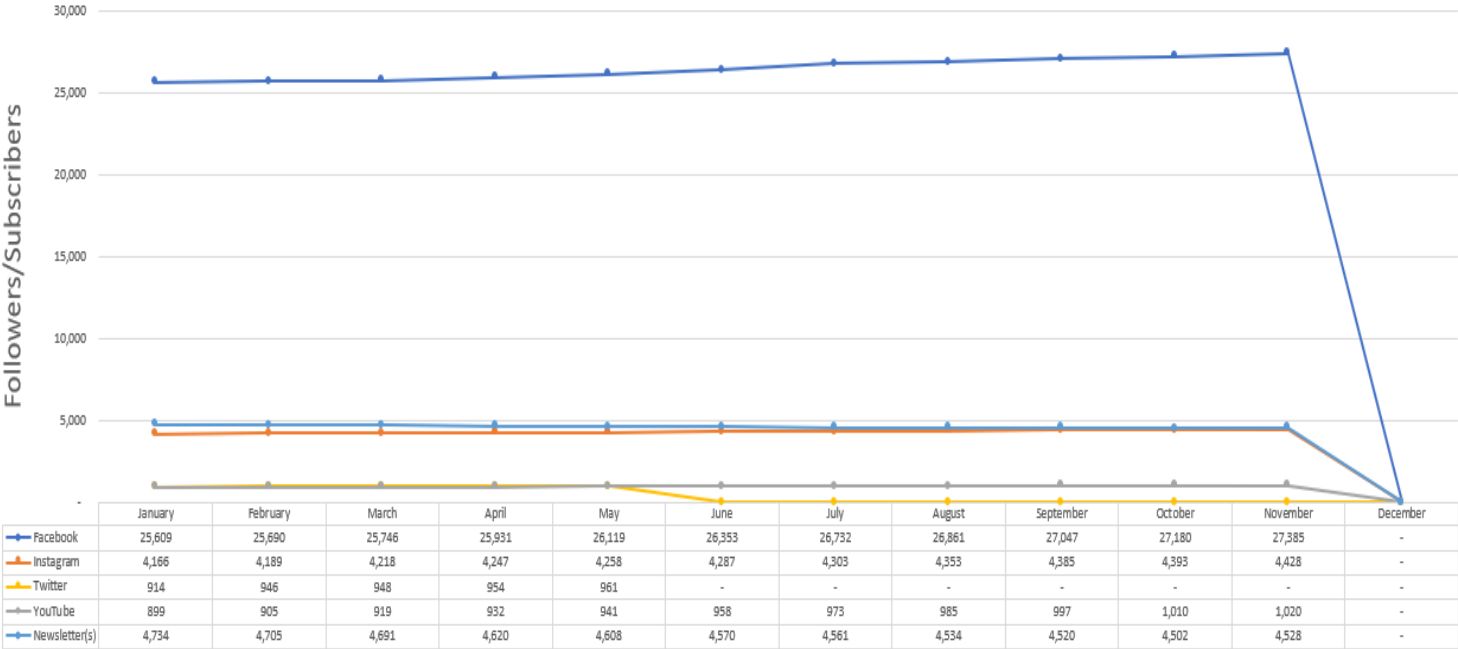
YouTube Views Month by Month



Newsletter Opens Month by Month



2024 Social Media Footprint



Public Information

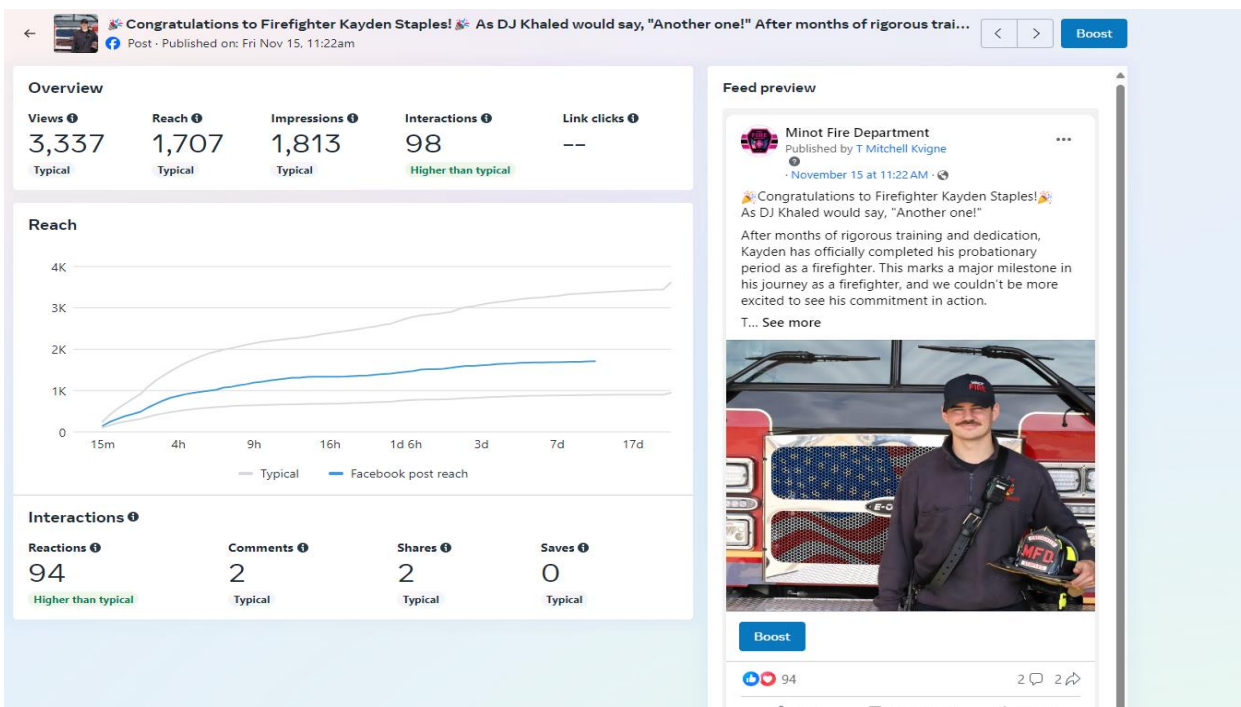
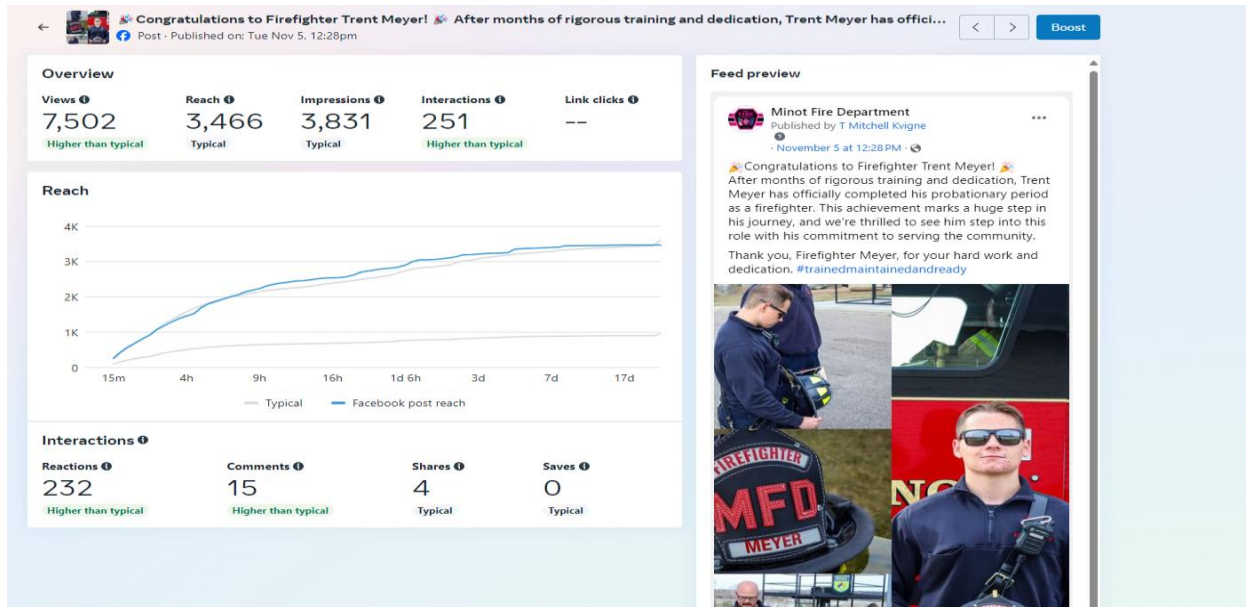
Public Safety Information & Outreach Officer – T Kvigne

Fire Department

Current Follower counts

- **Facebook**
 - 4,617
- **Instagram**
 - 319
- There was one media release for a vehicle fire that occurred on Nov. 7.
- In October we gained 10 new followers on Facebook and 8 new followers on Instagram. Our total Facebook reach was 10,600 and a reach of 1,300 on Instagram for the November.

Our top performing (non media release) posts for Facebook:



Police Department

Current Follower counts

- **Facebook**
 - **21,530**
- The following media releases were issued:
 - November 15, Luring Minors through electronic devices
 - November 18, Burglary Assault
 - November 25, Press Conference Invitation
- The funeral for Master Officer Mitch Watne took place on Friday Nov. 1. We had an outpouring of community support during this whole time period. During the ceremony, procession, everything. It was beautiful to see.
- Our Facebook reach for the month of August was 236,900 which is the 5th highest for the year and we gained 861 new followers and had 108,100 visits to our Facebook page.
- Our top performing posts (not including media releases) for the month were as follows: Master Officer Mitch Watne passing post reached 117,347 people and a total of 447,945 views and our Winter driving tip post had a reach of 67,200 and a total of 131,918 views.



BOARD MEETING AGENDA

Thursday, November 21st, 2024, 9 am

Location: Sleep Inn – Theater Room

Call to Order: Introductions

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

- **Executive Session: Contract Negotiation**
- **Ex-officio Reports**
 - City Council Report – Paul Pitner
 - Dakota Square Mall – Chuck Massey
 - Stakeholder Report – Stephanie Schoenrock
- **President’s Report: Megan Langley**
 - Approval of minutes from the September meeting
- **Treasurer’s Report**
 - Review and Approval of September and October Financials
- **Staff Production Report**
- **Old Business**
 - Building update
 - Destination Development Grant – ND Department of Commerce
 - Proposed Leisure Fee
- **New Business**
 - Budget 2025 – 1st Draft
 - Board of Directors 2025 – Members and schedule
 - TAP and DMAND Merger
 - Approved Funding

Next Board Meeting: Wednesday, January 15, 9am

Location – Sleep Inn

IN THE SUPREME COURT
STATE OF NORTH DAKOTA

2024 ND 213

RMM Properties, L.L.L.P.,

Appellant

v.

City of Minot,

Appellee

No. 20240130

Appeal from the District Court of Ward County, North Central Judicial District,
the Honorable Todd L. Cresap, Judge.

AFFIRMED.

Opinion of the Court by Bahr, Justice.

Ryan G. Quarne (argued), Nici Meyer (on brief), and Wanda L. Fischer (on brief),
Minot, ND, for appellant.

Bryan L. Van Grinsven, Minot, ND, for appellee.

RMM Properties v. City of Minot
No. 20240130

Bahr, Justice.

[¶1] RMM Properties, L.L.L.P. appeals from a district court order that affirmed the City of Minot’s decision approving Aksal Group, LLC’s application to vacate the Kyle’s Addition plat and to approve the preliminary plat of the Citizens Alley Addition. We conclude N.D.C.C. § 40-50.1-16 governed Aksal Group’s application; Minot’s decision is not arbitrary, capricious, or unreasonable; and Minot’s decision is supported by substantial evidence. We affirm the court’s order affirming Minot’s decision.

I

[¶2] In July 2023, Aksal Group filed an application with the Minot City Planning Department requesting the vacation of the Kyle’s Addition plat and the approval of a preliminary plat to establish the Citizens Alley Addition, a new three-lot subdivision. The Ward County recorder recorded the Kyle’s Addition plat on August 31, 1995. The Kyle’s Addition plat contained a single block, Block 1, with no numbered lots. It also designated a 24-foot “public access easement” located on the westerly edge of Block 1, which was “donated and dedicated to the public for public use.”

[¶3] RMM Properties objected to Aksal Group’s application. RMM Properties owns property that is located adjacent to, but entirely outside of, the Kyle’s Addition plat and is also outside of the Citizens Alley Addition preliminary plat. In its objection, RMM Properties asserted Aksal Group failed to obtain its consent as required under N.D.C.C. § 40-39-05 when vacating a “public alley” dedicated to the public use and, if the “alley” were vacated, one-half of the alley would revert to RMM Properties, as the adjacent property owner.

[¶4] The Minot Planning Commission subsequently approved its staff recommendation that Aksal Group’s application be approved under N.D.C.C. § 40-50.1-16. In September 2023, accepting the Planning Commission’s recommendation, the Minot City Council approved a resolution vacating the

Kyle's Addition, including the public access easement, and approving the preliminary plat of the Citizens Alley Addition.

[¶5] RMM Properties appealed Minot's decision to the district court. After briefing, the court issued an order affirming Minot's decision.

II

[¶6] RMM Properties argues the district court erred in affirming Minot's approval of Aksal Group's application. Our review is very limited in an appeal from a local governing body's decision:

This Court's function is to independently determine the propriety of the local governing body's decision, without any special deference to the district court's decision. The decision of a local governing body must be affirmed unless the local body acted arbitrarily, capriciously or unreasonably, or if there is not substantial evidence supporting the decision. Such a standard of review ensures that the court does not substitute its judgment for that of the local governing body which initially made the decision. A decision is not arbitrary, capricious or unreasonable if it is the product of a rational mental process by which the facts and law relied upon are considered together for the purpose of achieving a reasoned and reasonable interpretation. In an appeal from a nonjudicial decision, . . . the record is adequate to support the findings and conclusions of the city if it allows us to discern the rationale for the decision.

Hector v. City of Fargo, 2009 ND 14, ¶ 9, 760 N.W.2d 108 (citations omitted). "[A] governing body's failure to correctly interpret and apply controlling law constitutes arbitrary, capricious, and unreasonable conduct." *City of Fargo v. Ness*, 551 N.W.2d 790, 792 (N.D. 1996).

III

[¶7] RMM Properties argues the district court erred in affirming Minot's approval of Aksal Group's application to vacate the Kyle's Addition plat under N.D.C.C. § 40-50.1-16. RMM Properties argues Minot should have considered the application under N.D.C.C. § 40-39-05 because the "public access easement" was a public alley dedicated to public access.

[¶8] Statutory interpretation is a question of law, fully reviewable on appeal. *Fahey v. Cook*, 2024 ND 138, ¶ 22, 9 N.W.3d 668. “Our primary objective in interpreting a statute is to determine the legislation’s intent, as expressed in the statutory language.” *Id.* When the relevant language is clear and unambiguous, “the letter of [a statute] is not to be disregarded under the pretext of pursuing its spirit.” N.D.C.C. § 1-02-05.

[¶9] “Words used in any statute are to be understood in their ordinary sense, unless a contrary intention plainly appears, but any words explained in [the century] code are to be understood as thus explained.” N.D.C.C. § 1-02-02. “We construe statutes as a whole, harmonize them to give meaning to related provisions, and interpret them to give effect to all of their provisions.” *Fahey*, 2024 ND 138, ¶ 22 (citing N.D.C.C. §§ 1-02-07 and 1-02-38(2)). In other words, “we interpret statutes in context and in relation to others on the same subject to give meaning to each without rendering one or the other useless.” *BASF Corp. v. Symington*, 512 N.W.2d 692, 696 (N.D. 1994). Whenever possible, we harmonize statutes to avoid conflicts between them. *Id.*

[¶10] Generally, “[c]ities are creatures of statute and possess only those powers and authorities granted by statute or necessarily implied from an express statutory grant.” *Ebach v. Ralston*, 469 N.W.2d 801, 804 (N.D. 1991). “In defining municipal powers, the rule of strict construction applies.” *Id.* After the municipality’s powers are determined, “the rule of strict construction no longer applies, and the manner and means of exercising those powers where not prescribed by the Legislature are left to the discretion of the municipal authorities.” *GO Comm. ex rel. Hale v. City of Minot*, 2005 ND 136, ¶ 8, 701 N.W.2d 865 (cleaned up) (quoting *Haugland v. City of Bismarck*, 429 N.W.2d 449, 453-54 (N.D. 1988)). “Leaving the manner and means of exercising municipal powers to the discretion of municipal authorities implies a range of reasonableness within which a municipality’s exercise of discretion will not be interfered with or upset by the judiciary.” *Id.* (quoting *Haugland*, at 454).

[¶11] Section 40-39-05, N.D.C.C., governs petitions for the vacation of streets, alleys, or public grounds:

No *public grounds, streets, alleys, or parts thereof* within a municipality shall be vacated or discontinued by the governing body except on a petition *signed by all of the owners of the property adjoining the plat to be vacated*. Such petition shall set forth the facts and reasons for such vacation, shall be accompanied by *a plat of such public grounds, streets, or alleys proposed to be vacated*, and shall be verified by the oath of at least one petitioner.

(Emphasis added.)

[¶12] Section 40-50.1-16, N.D.C.C., provides for the vacation of an entire plat:

1. Before the sale of lots, a plat, any part of a plat, a subdivision of land, or a townsite may be vacated by the proprietors by a written instrument declaring the plat to be vacated. The instrument must be signed, acknowledged or approved, and recorded in the office in which is recorded the instrument to be vacated. The signing and recording of that instrument destroys the force and effect of the recording of the plat which is so vacated and *divests all public rights in the streets, alleys, easements, and public grounds laid out as described in the plat*.
2. If lots have been sold, a plat or any part of a plat may be vacated by all owners of the lots in the plat joining in the signing of the instrument declaring the vacation. *Vacation of streets and public rights is not effective without endorsement by the governing body that has the power to approve the plat*. The endorsement must indicate the public rights to be vacated.

(Emphasis added.)

[¶13] The plain language of N.D.C.C. § 40-39-05 and N.D.C.C. § 40-50.1-16 provides different procedures to accomplish different tasks. Section 40-39-05, on its face, applies when a petition seeks only to vacate “public grounds, streets, alleys, or parts thereof” and provides the petition must be “signed by all of the owners of the property *adjoining the plat to be vacated*.” (Emphasis added.) This section requires the petition “be accompanied by *a plat of such public grounds*,

streets, or alleys proposed to be vacated.” Id. (emphasis added). The word “plat,” as used N.D.C.C. § 40-39-05, therefore means only that part of the public ground, street, or alley which is proposed to be vacated. *Cf. State Bank of Burleigh Cnty. Tr. Co. v. City of Bismarck*, 316 N.W.2d 85, 91 (N.D. 1982) (concluding N.D.C.C. § 40-39-05 “requires signatures on a petition to *vacate a part of an alley* only of those owners of property which adjoins that part of the alley which is sought to be vacated, and *not those owners who may own property literally adjoining the ‘plat to be vacated’*” (emphasis added)).

[¶14] Section 40-50.1-16, N.D.C.C., is broader in scope than N.D.C.C. § 40-39-05. Section 40-50.1-16(1) provides for the vacation of a “plat, any part of a plat, a subdivision of land, or a townsite,” and includes “divest[ing] all public rights in the streets, alleys, easements, and public grounds laid out as described in the plat.” Under section 40-50.1-16(2), to vacate a plat or part of a plat where lots have been sold, “all owners of the lots *in the plat*” must join in the vacation. (Emphasis added.) This subsection further provides “the governing body” having “the power to approve the plat” must endorse the “[v]acation of streets and public rights” for the vacation to be effective. *Id.* Thus, section 40-50.1-16 applies when owners seek to vacate a plat or part of a plat containing “public rights in the streets, alleys, easements, and public grounds.”

[¶15] In a 1997 opinion, the attorney general opined a city could vacate a plat, and any streets and public rights created by the plat, under N.D.C.C. § 40-50.1-16, without also following the procedures for vacating streets, alleys, or public grounds under N.D.C.C. § 40-39-05. The attorney general concluded, “N.D.C.C. ch. 40-39 and 40-50.1 are intended to accomplish different tasks, and each provide their own method to protect public rights in streets, alleys, and public grounds.” N.D. Op. Att’y Gen. 97-L-132, at 3 (Aug. 8, 1997). The attorney general explained the public’s interest is nonetheless protected:

The procedure for vacation of streets and public rights set out in N.D.C.C. § 40-50.1-16(2) protect interested landowners’ rights and require specific approval from the appropriate governing body. All of the owners of lots in the plat must join the petition and the specific public rights to be vacated must be stated and endorsed by the governing body. The approval required from the governing body

protects the general public who do not own lots in the plat but who may have an interest in use of streets or other public rights such as parks. The procedures for vacating streets, alleys, and public grounds in N.D.C.C. ch. 40-39 provide different safeguards, such as requiring notice, a public hearing and a super-majority vote of the governing body before vacation. However, that chapter only requires the signatures of lot owners adjacent to the part to be vacated, not of the owners of all lots in the platted subdivision or addition, each of whom may have an interest in protecting the entire plat.

Id. While not binding on this Court, attorney general opinions interpreting statutes are entitled to respect, and we follow them when we find them persuasive. *Kuntz v. State*, 2019 ND 46, ¶ 29, 923 N.W.2d 513. We find this opinion persuasive.

[¶16] It is undisputed Aksal Group's application sought the vacation of the plat of Kyle's Addition. We conclude, as a matter of law, Minot properly interpreted and applied the procedures of N.D.C.C. § 40-50.1-16 to Aksal Group's application to vacate the entire plat of Kyle's Addition, including the "public access easement" contained therein.

B

[¶17] RMM Properties contends the "public access easement" was, in fact, an "alley" and claims it has a purported fee interest in the alley. RMM Properties' argument ignores the Kyle's Addition plat's description denoting a 24-foot "public access easement" and its dedication donating and dedicating "the access easement as shown to public for public use." The dedication does not state the easement is an alley or grant a fee interest; rather, the dedication only provides for an "access easement."

[¶18] We conclude the district court did not err in concluding the Kyle's Addition plat dedicated an "access easement," not fee title. To the extent RMM Properties' argument presents a factual issue, the record adequately supports Minot's findings and conclusions the plat dedicated a public access easement that can be vacated. *Hector*, 2009 ND 14, ¶ 9 ("The decision of a local governing

body must be affirmed unless the local body acted arbitrarily, capriciously or unreasonably, or if there is not substantial evidence supporting the decision.”).

[¶19] We conclude N.D.C.C. § 40-50.1-16 governs Aksal Group’s application; Minot’s decision is not arbitrary, capricious, or unreasonable; and its decision is supported by substantial evidence. We therefore affirm the district court’s order that affirmed Minot’s decision approving Aksal Group’s application to vacate the Kyle’s Addition plat and to approve the preliminary plat of the Citizens Alley Addition.

IV

[¶20] We have considered RMM Properties’ remaining issues and arguments and determine they are either unnecessary to our decision or are without merit. We affirm the district court’s order.

[¶21] Jon J. Jensen, C.J.

Daniel J. Crothers

Lisa Fair McEvers

Jerod E. Tufte

Douglas A. Bahr



Date: November 27, 2024
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (December 2024)

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

I. Civil Matters

A. Floodplain Eminent Domain Cases:

1. City of Minot v. Parkview MHP, LLC

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Abigale R. Griffin and Howard Roston

Current Status: Pending in Ward County District Court
Discovery has commenced

Property owned by Parkview MHP, LLC is considered a necessary acquisition to complete the Mouse River Enhanced Flood Protection Project. City staff and its contract counsel have been negotiating to purchase the property, and made a final counteroffer to Parkview based upon its most recent real estate appraisals. Parkview declined that offer and the City Council approved an eminent domain resolution at its August 5, 2024 regular meeting. The City filed its Summons and Complaint against Parkview MHP, LLC in Ward County District Court on September 9, 2024. An Answer was received on September 12, 2024.

December: The discovery phase has commenced and will remain ongoing.

B. Other Civil Matters:

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

Counsel: Howard Swanson
Appointed by Airport Premises Insurance

Opposing Counsel: Steve Lutt

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

On February 3, 2022, the City was served with a summons and complaint by Plaintiffs. The complaint alleges the City was negligent in properly maintaining its entry ways at the Minot International Airport which caused a slip and fall incident to occur on or about February 17,

2019. The airport's premises insurance (Endurance) appointed Howard Swanson to defend the City in this lawsuit. Attorney Swanson has served an answer on Plaintiffs.

December: Discovery and negotiations are ongoing.

2. Todd Mickelson v. City of Minot

Counsel: Brian Schmidt
Appointed by NDIRF

Opposing Counsel: Leo Wilking

Current Status: Pending in District Court
Summary Judgment motion pending
Motion Hearing/Pretrial Conference set for 3pm on January 13, 2025
Jury Trial Scheduled for 3/31/2025 – 4/4/2025

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

December: On October 17, the City's counsel filed a motion for summary judgment, arguing that the City is entitled to judgment as a matter of law. The motion was supported by a brief, declarations, exhibits, and the materials thus far filed with the Court. The plaintiff filed a brief in opposition to the City's motion on November 15, 2025. While neither party has requested oral argument, the Court has a Motions and Pretrial Conference hearing on the docket calendar on January 13, 2025 and could address these summary judgment briefs at that time.

Discovery has concluded and the aforementioned Motions and Pretrial Conference hearing will be held 3:00pm on January 13, 2025. A 5-day jury trial is on the calendar to commence March 31, 2025.

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

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

Counsel: Bryan Van Grinsven
Appointed by NDIRF

Opposing Counsel: Nici Meyer and Ryan Quarne

Current Status: ND Supreme Court Opinion Issued – City Affirmed.

On October 17, 2023, RMM Properties, LLLP (RMM) filed a Notice of Appeal with the North Central Judicial District alleging the City of Minot applied the incorrect legal standard when approving an application for vacation of a plat, and approval of a new preliminary plat, and

in doing so the action constitutes a taking of real property without compensation. NDIRF appointed attorney Bryan Van Grinsven to represent the City in response to the appeal. The City and RMM submitted briefs on the matter to the District Court, and on February 28, 2024 the District Court entered an order affirming the City Council’s decision. Notice of Entry of the Order was served on Defendants and filed with District Court on March 1, 2024.

On April 29, 2024, RMM filed an appeal to the North Dakota Supreme Court arguing the District Court erred in affirming the City of Minot’s approval of the application and preliminary plat. The City and RMM submitted appellate briefs to the NDSC. Oral argument before the ND Supreme Court was held at 9am on September 24, 2024.

December: On November 21, the Supreme Court issued an opinion affirming the decision of the District Court – finding the City’s decision was not arbitrary, capricious or unreasonable and the City’s decision is supported by substantial evidence. Opinion is attached to this report.

4. Nathan Properties, LLC Appeal

Counsel: John Warcup
Appointed by NDIRF

Opposing Counsel: Jessica Lee Klein

Current Status: District Court affirmed City staff determination, to date no appeal received.

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

Nathan Properties, LLC was denied relocation benefits because the NDR Program Manager determined that they were ineligible pursuant to 49 CFR Part 24.305(b), which determines eligibility when one or more displaced entities could be considered a single business, entitled to only one fixed payment. Nathan Properties, LLC shared the same premises as Minot Welding, Inc., which also applied for and received relocation benefits. The same person owns, controls, and manages the affairs of the two entities. The relocation benefits rendered to Minot Welding, Inc. contemplated moving everything in the building that Minot Welding, Inc. allegedly shared with Nathan Properties, LLC and there is no personal property left in the building. Given these facts and others, the NDR Program Manager determined that Nathan Properties, LLC’s request for relocation services should be denied. Appellee and the City have both submitted briefs to the Ward County District Court. No oral argument was held. On October 29, the District Court entered an order affirming the City’s determination that Nathan Properties is no eligible for relocation benefits.

December: To date no appear of the District Court order has been received.

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

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Ryan Simatic

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

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

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

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

December: On November 4, the City applied to the Court for an order requiring a jury to be summoned to hear the case, and Liberty Sierra's counsel filed a brief on November 14 opposing the same.

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

Counsel: John Warcup

Opposing Counsel: Richard P. Olson

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

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

At its August 19, 202 meeting, the City retained John Warcup to assist with responding to this Complaint and to assist with any similarly situated matters concerning the City's HHR

program, and Short-Term Rental Rehabilitation Program funds. Contract Counsel drafted and served a proposed Answer to the Complaint.

December: To date the matter has not been filed with the Court, and a title search appears to reveal that First Western Bank & Trust recorded a satisfaction of mortgage on August 27, 2024, which appeared to have resolved matters between the Bank and the Homeowner. However, the litigation is still technically pending as there has been no agreement or court order dismissing First Western Bank & Trust's complaint.

C. City Business:

1. **City Department Legal Support** – This Office provided legal support to the City's City Manager, Department Heads, and Planning Commission regarding contracts, human resources/personnel issues, and other legal matters, including the following:
 - a. **PD Internal Investigation:** Attorney Stalheim and Attorney Dickerson spent time answering questions, coordinating logistics, and assisting with redacting confidential and/or exempt information from the investigation report and file.
 - b. **Electronic Records Digitization:** The City Attorney's Office continues to work with HR and the Minot Police Department to start transferring its records to a digital format.
 - c. **Park District Sales Tax Project:** Attorney Stalheim has been attending meetings and reviewing correspondence with the Finance Director, City Manager, and Park officials regarding the ½ cent sales tax request.
 - d. **Noise and Light Ordinance Reviews:** Attorney Schmitz and Attorney Dickerson are working with MPD and planning staff to modify the City's noise and light ordinances.
 - e. **2024 Goals and 2025 Budget:** City Attorney's Office staff are reviewing progress towards 2024 office goals and continue to review and refine our 2025 budget allocation.
 - f. **Superfund Site Meetings/Document Review:** Attorney Stalheim attended a meetings with the Utilities Director, State Department of Environmental Quality, Environmental Protection Agency and Park District regarding the old Minot landfill superfund site to discuss amending the operations and maintenance plan to allow the park district to use the site.
 - g. **Edgewood Real Estate Investment Trust Development Agreement:** Attorneys Johnson and Lindgren submitted a draft preliminary agreement, and staff has forwarded the same to Edgewood to review and consider. The City Attorney's Office defers questions regarding status of this project to the Community and Economic Development Director.
 - h. **Attorney General Open Meetings Response:** The City Attorney responded to a complaint filed with the North Dakota Attorney General's Office alleging executive sessions held regarding the Nok Back Tavern purchase. The City has not yet received an opinion on this matter.
 - i. **Snow Removal Procedures:** Attorneys Schmitz and Dickerson have been attending meetings with Public Works staff to discuss snow removal policies and procedures for next year.
 - j. **Building and Planning Code Nonconforming Properties:** Attorneys Stalheim and Dickerson are providing counsel to staff regarding several properties that are not in compliance with building and zoning codes. In regard to the demolition bid for the Kolobakken properties on the last Council agenda, First District Health Unit rescinded its order that the bid was premised upon. Those properties will not be demolished pursuant to that order, so the bid will be held, and City and First District Health Unit staff will continue to monitor the clean-up.
 - k. **Special City Attorney Appointment:** Attorney Stalheim discussed the home rehabilitation program and short-term rental rehabilitation programs with Attorney Warcup and the City's federal grant compliance staff.

- l. **Conditional Use Permit Appeal**: Attorney Dickerson worked with planning staff to confirm all proper notices were made to allow the appeal hearing to move forward at the November 4 meeting.
- m. **Pound Agreement**: Attorneys Schmitz and Stalheim are working with the police department to draft an agreement with Souris Valley Animal Shelter for City pound services – a draft is with the police department for review and consideration.
- n. **Façade Improvement Contract Amendments**: Attorney Dickerson reviewed some contract amendments for façade improvement loans.
- o. **Visit Minot Fee Ordinance**: Attorney Stalheim had a meeting with Visit Minot’s attorney regarding the Visit Minot Fee Ordinance.
- p. **2025 Service Agreements**: Attorney Dickerson reviewed and revised 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.
- q. **Metropolitan Planning Organization (MPO) Memorandum of Understanding**: Attorney Stalheim reviewed the MOU with City staff and the MPO Director and the MPO Attorney.
- r. **MPO Office Lease Agreement**: Attorney Stalheim reviewed the lease with City staff and the MPO Director and the MPO Attorney.
- s. **Park South II LURA**: Attorney Stalheim reviewed the LURA for the Park South II Property with City staff.
- t. **FAA Lease Minot International Airport**: Attorney Dickerson reviewed and assisted with negotiating the FAA Lease for The Minot International Airport.
- u. **Minot International Airport ArchKey Support Agreement**: Attorney Dickerson reviewed the annual support agreement for security alarm and monitoring services at Minot International Airport.
- v. **Minot International Airport Fire Panel Installation Contract**: Attorney Dickerson drafted contract amendment extending the contract completion date by 30-days due to supply chain issues.
- w. **Minot International Airport Sponsorship Agreements**: Attorney Dickerson reviewed two sponsorship agreements for Minot International Airport.
- x. **Minot International Airport Radon and Water Testing Contract**: Attorney Dickerson reviewed service contract for water and Radon testing at Minot International Airport pursuant to the FAA lease.
- y. **Regional Co2 Storage Joint Powers Agreement**: Attorney Dickerson reviewed joint powers agreement for Regional CO2 Storage facility for drinking water located in Bismarck, ND.
- z. **Minot Fire Department Community Outreach Program Agreement**: Attorney Schmitz reviewed and provided comments to the Fire Department on this Agreement.

2. **Ordinance/Policy Revisions:**

- a. **Alcohol Ordinance Ad Hoc Committee**: The City Attorney and City Clerk are continuing to review and prepare proposed ordinance amendments for the committee’s consideration. City Attorney attended the November 12 Alcohol Ordinance Ad Hoc Committee Meeting. Our legal intern Emily prepared information about alcohol license fees in other ND Cities.
3. **Special City Council Meetings**: Attorney Stalheim attended the joint City Council meeting with the Park Board on November 12, and the special City Council meeting on November 14.
4. **City Manager Committees**: Attorney Dickerson has been serving on the Employee Recognition Committee.

5. **Internships:** The City Attorney's Office has been hosting two interns this semester, who are learning more about the City Attorney's Office and the work we do.

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

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

Attorneys Schmitz and Dickerson continue to maintain regular, weekly office hours on site at the Airport, Public Works, Fire, and Police Departments and Attorney Dickerson attended the November 6th Planning Commission meeting.

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

II. **Criminal Matters**

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

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

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

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

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

2024	Criminal	Traffic	Total
January	141	260	401
February	114	348	462
March	114	345	459
April	109	331	440
May	126	275	401
June	246	285	531
July	111	281	392
August	119	285	404
September	104	174	278
October	123	186	309
totals	1307	2770	4077

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

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

Respectfully Submitted,



Recoverable Signature

X

Stefanie Stalheim

Stefanie Stalheim

City Attorney

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

On November 12, 2024, a Special Minot City Council and Minot Park Board 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 1:00 PM.

ROLL CALL

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

City Council Members Absent: Mark Jantzer

Minot Park Board Members Present: Justin Hammer, Cliff Hovda, Chelsea Kirkhammer, Perry Olson, Mike Schmidt

Minot Park Board Members Absent: None

PLEDGE OF ALLEGIANCE

Harold Stewart submitted a written report to the City Council.

ACTION ITEMS

MINOT PARK DISTRICT 1/2 CENT SALES TAX

President of the Minot Park Board, Perry Olson, introduced the item with the idea of changing some of the funding for the Minot Park District and presenting to the citizens of Minot the change in adding a 1/2 cent sales tax.

Elly Delauriers, Director of the Minot Park District, presented to the City Council the Indoor Facility Study, which was completed in 2021. In this study, the stakeholder meetings the top items that came out of that were:

1. Turf
2. Aquatics
3. Play
4. Courts
5. Ice

They also had public forums for community input. In January 2024, the Minot Park District held a board retreat. Their major discussion was about the idea of a Maysa Fieldhouse. The most fiscally responsible and feasible way to get there would be to add a 1/2 cent sales tax. It would be 30,000 square feet with space for two infields, a party room, a suspended walking track, restrooms, etc. Early estimates of the space would be \$17 million dollars. Visit Minot stated that 28% of the sales tax comes from outside visitors coming into Minot.

Elly also mentioned upcoming future projects for the Minot Park District. She highlighted the areas Minot Park Districts maintains within the area as well. Minot Park District believes adding a 1/2 cent sales tax would allow the Minot Park District to increase future projects and increase future economic impact.

Property tax relief would come from the Minot Park District, reducing their capped mills to 26 mills instead of 38 mills. The proposal would have the property tax reduction be a five-year reduction and be re-evaluated at that time with the hopes of reducing property tax even more. This would diversify the funding stream, but also it would be a calculated risk by going to sales tax funding as well. The Minot Park District is also looking into grant funding and other revenue streams.

The Minot Park District, in taking this calculated risk of moving some funding to sales tax, understands the importance of driving sales tax and economic impact. Elly discussed the need to bring in outside tournaments and promote the spaces the Minot Park District offers to outside teams. Some of the balance will be with community space and user groups. This would be a space that can be used in our area because it offers space during all four seasons. In the schedule of the space, it would be important to allow balance in this facility being a community space and user group space.

The Minot Park Board has a five-year plan, but this indoor space has been a priority of the public/citizens. The Minot Park District and Board would like to take this opportunity to bring this measure to a vote to see if this project can come to fruition. The role of the City of Minot in the process is more procedural in the sense that the City Council has authority over sales tax, but the Minot Park District does not. The next step would be directing staff to prepare a resolution. From there, the City Council would prepare an ordinance that would need to pass on two readings and work through some logistical issues.

The special election would be a city election, which would be a bill for the City of Minot. There might be the option of repayment from the Minot Park District when the sales tax is collected if approved. The estimated cost would be around \$11,000.00 depending on polling locations and participation.

The motion to direct staff to put together a resolution for the next Regular City Council meeting agenda was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

The resolution for this would require a super majority vote of the City Council, which would be a vote of five. The City of Minot will be presenting an option of a 1/2 sales tax for public safety also. The decision needs to be made if there are two separate measures on the ballot or if there is one measure with a full cent sales tax on the ballot.

ADJOURNMENT

The motion to adjourn the meeting at 1:48 pm 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, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

On November 14, 2024, a Special City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Ross called the meeting to order at 2:00 PM.

ROLL CALL

Members Present: Mike Blessum, Rob Fuller, Paul Pitner, Tom Ross, Scott Samuelson

Members Absent: Mark Jantzer, Lisa Olson

PLEDGE OF ALLEGIANCE

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

ACTION ITEMS

MINOT POLICE DEPARTMENT AND MUNICIPAL COURT SPACE NEEDS ANALYSIS STUDY

A.C. Capt. Dale Plessas gave background on the Minot Police Department and Municipal Court Space Needs Analysis Study. The process began when City Hall moved to the new location downtown. An RFP went out to provide the analysis study and EAPC was awarded the RFP.

Alan Dostert and Gloria Larsgaard presented the process and results of the study. Task No. 1 was the LEAN Process, which built a team of individuals. Task No. 2 was a current facility assessment. Task No. 3 was space usage analysis. The current layout of the building has many of the departments within the PD broken up due to natural barriers of the building and also how space was used prior to City Hall staff moving out.

Task No. 4 was to look over the growth projects for the next 25 years for staffing of the Police Department compared to population growth. Task No. 5 was space needs analysis comparing what the PD currently has for space with the projected 25-year needs. It included Municipal Court needs, special operation needs, and patrol vehicle garage needs. Alan discussed the additions needed to the existing building to include the patrol vehicle garage and a front reception area for the records department. Municipal Court and Special Operations were not able to fit with the idea of upgrading the current facility.

Alan presented the pros and cons to using and renovating the current space. New construction would be \$20 million more than using and remodeling the current space. The major benefit of new construction would be how it can be built to accommodate the need for the next 50 years. The study was done at the national standard of 300 square feet per sworn officer. Municipal Court would need about 4,000 square feet if it was a stand-alone building. There is an alternative option of the 2,600 square feet available space in the neighboring parking garage to City Hall next to the new Transit Center.

Council Member Blessum was looking to see what we could get done at a budgeted amount. Alderman Fuller would also like to see options for a smaller renovation plan to the current space.

The motion to option of \$12 million, \$25 million, and full renovation plan for the current structure without the south buildings was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

Gloria discussed how the library LEAN Process will be starting in December. The library will be getting a full space needs analysis study as well.

MI-4 SOUTH SIDE DISCUSSION WITH POTENTIAL IMPACTS TO THE MINOT PUBLIC LIBRARY

Ryan Ackerman, representing the Souris River Joint Board, wanted to discuss the area around MI-4 with the Library and the Police Station. The SRJB would like to receive feedback from the Minot City Council regarding risk tolerance for the municipal and non-resident buildings in the area. The SRJB is looking for strategies to reduce capital and social costs for the remaining areas of flood control. In 2011, an emergency levee was constructed by the Library to help reduce flood damage to the building. The 2012 preliminary engineering report includes levees and floodwalls to protect the south side area of MI-4. Ryan discussed many of the decisions made and how those decisions affected the 2012 concept.

Ryan showed the City Council how the Library and the Minot Police Department's elevations are compared to the 100-year flood elevation of 1557. It would be about \$42 million for a half protection option, there is a relocation option to include relocating the Library and the Police Department at about \$64 million. There is a hybrid option to relocate the library and flood proofing around the Police Station and the 6th Street Pump Station.

SRJB would like feedback on risk tolerance for city-owned facilities and privately-owned properties. SRJB would like to know what investment level is reasonable to reduce the flood risk to the Library and Police Station. The SRJB does not view this area as a high priority because it does not affect the residents, because it is privately-owned businesses and city property.

Council Member Fuller expressed that there is the possibility of doing the same process for another flood event by creating an emergency levee to protect the city-owned businesses. Council Member Blessum inquired about federal dollars available for the relocation options. SRJB would look at the relocation the same as how it always has been at the 75% state funded with the 25% local funds. Council Member Blessum agrees this might be an area to save money on flood protection, but it could affect the flood insurance premiums by not providing any flood protection in the area. Council Member Samuelson confirmed that if the idea is to do nothing now, the option to look at this later is available, because the decision does not affect the MI-4 project.

The motion to not move forward with flood protection around the southside of MI-4, but possibly minor improvements or emergency improvements could be made was initiated by City Council Member Blessum, seconded by City Council Member Fuller.

Mark Lyman, Library Board Member Representative, understands the conversation on cost, but would like to see the conversation also be about how both the Library and the Minot Police Department serve so much of the community. He would like to see a possible scaled-down version to help protect the area. He would also like the Library Board to be able to see this at one of their public meetings. Council Member Fuller reiterated there would be emergency levees put in place to protect the area like previously done in 2011.

The motion was withdrawn from the table and the council will agree with the SRJB route in this area being a low priority.

Discussion moved to the 1/2 cent sales tax for public safety. The Minot Park District 1/2 cent sales tax discussion will be on the Monday, November 18th Regular City Council agenda. Harold Stewart provided the options and information on the process of adding sales tax pennies. The special election could be scheduled in 2025, but the Minot Park Board would like it to be in the spring.

Council Member Pitner believes adding a public safety sales tax could take some of the burden off property tax and diversify our revenue streams. The decision might be harder by adding a public safety sales tax to the ballot with the Minot Park District 1/2 cent sales tax. Council Member Fuller would like to see the option of the penny from NAWs being diverted to the public safety sales tax in two years. He does not see how this would help with economic development by raising sales tax along with property taxes. Council Member Pitner believes it is important to see the options from the previous motion on the Minot Police Department renovations.

Council Member Blessum shares the same concern with property tax and the idea of a higher sales tax. Council Member Samuelson would like to see some adjustments to the current pennies we get for sales tax.

ADJOURNMENT

The motion to adjourn the meeting at 3:59 pm was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

On November 18, 2024, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Ross called the meeting to order at 5:30 PM.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

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

MAYOR'S REPORT

Mayor Ross attended a meeting with Sen. Hoeven and the Undersecretary of the Air Force, the Childcare in Minot Committee meeting, a Task Force 21 meeting, a MACEDC Board meeting, a Military Affairs meeting, the Economic Development Plan Review Committee meeting, the Alcohol Ordinance Review and Rewrite Committee meeting, two Special City Council meetings, the MSU Senior Day Football game, a Global Thunder Exercise, the ribbon cutting at the new dome on the Minot AFB, 91st Missile Wing and 5th Bomb Wing 3rd Qtr. Award Ceremonies, a Veterans Day Program at North Plains, and spoke at Dakota Elementary School.

PROCLAMATIONS

Mayor Ross read the National Hunger and Homelessness Proclamation, and the Family Engagement Day Proclamation.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council. Jenna Zelinski did a financial report on budget dashboards for 2024. A.C. Capt. Dale Plessas gave thanks to people and organizations for the support last week of the Minot Police Department.

PLANNING COMMISSION

CONSIDER THE REPORT OF THE PLANNING COMMISSION

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

The motion to close the public hearing and approve the Zoning Map Amendment, and Future Land Use Map Amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

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

The motion to close the public hearing and approve the Preliminary Plat in alignment with the recommendation of the Planning Commission as provided in Attachment A was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

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

The motion to close the public hearing and approve the Zoning Map Amendment, Preliminary Plat, and Annexation in alignment with the recommendations of the Planning Commission as shown in attachment A was initiated by City Council Member Jantzer, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

CONSENT ITEMS

The motion to approve consent items 6.1-6.10, 6.12-6.13 and 6.15-6.16 was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES – Approve the minutes of the November 4, 2024 Regular City Council meeting.

ORDINANCES – 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

ADMINISTRATIVE APPROVALS – 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 U-Haul 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).

ALCOHOLIC BEVERAGE LICENSE RENEWALS – 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

MAYORAL APPOINTMENT- 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.

GAMING SITE AUTHORIZATION - COMPANIONS FOR CHILDREN – 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)

2024 STREET SEAL - FINAL PAYMENT (4803) – Approve the final payment of \$325,444.47 to be paid to Asphalt Preservation Company, Inc.

APPROVE ANNUAL RENEWAL OF SALESFORCE SOFTWARE WITH CARASOFT TECHNOLOGY CORP. – Approve the annual renewal of Salesforce software with Carahsoft Technology Corp.

2024 SANITARY SEWER REHABILITATION - FINAL PAYMENT – Approve the final payment for the 2024 Sanitary Sewer Rehabilitation Project to Strata Corporation in the amount of \$103,229.51.

RESOLUTION ADOPTING THE 2025 CITY COUNCIL AND PLANNING COMMISSION MEETING SCHEDULE – Adopt Resolution 3849 establishing the 2025 meeting schedule for the City Council and Planning Commission.

APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS – Approve the October 2024 general accounts receivable write-off.

CONTRACT EXTENSION - AIRPORT FIRE ALARM CONTROL PANEL INSTALLATION – Authorize a 30-day extension to the original service agreement and authorize the Mayor to execute the extension.

LAND LEASE RENEWAL - LAVERNE MIKKELSON – Approve the land lease extension with LaVerne and Kandi Mikkelsen and authorize the Mayor to sign the agreement.

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

APPROVE JOB DESCRIPTION FOR CONTRACT COMPLIANCE OFFICER AND COORDINATOR

The motion to approve the job description for a Contract Compliance Officer and Coordinator 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.

SEPTAGE RECEIVING STATION - FEASIBILITY ASSESSMENT

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

MREFPP PHASE VE-1 - VELVA BRIDGE REPLACEMENT

The motion to approve the plans and specifications for the Velva Bridge Replacement project and authorize a call for bids was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Rob Fuller, Scott Samuelson.

ACTION ITEMS

APPROVAL OF 2025 SERVICE AGREEMENTS

The motion to 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 was initiated by City Council Member Olson, 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.

PROCESS IMPROVEMENT AND INNOVATION TRAINING - BA

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

APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MINOT AND THE CENTRAL DAKOTA METROPOLITAN PLANNING ORGANIZATION

The motion to approve the MOU and authorize the Mayor to sign was initiated by City Council Member Jantzer, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

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

The motion to approve the office lease agreement with the Central Dakota Metropolitan Planning Organization (CDMPO) and authorize the City Manager to sign the agreement was initiated by City Council Member Olson, 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.

NDDOT FEDERAL AID PROJECT SOLICITATIONS

Council Member Jantzer moved the City Council approve the following projects to 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)

The motion was seconded by Council Member Fuller.

The motion to amend the original motion to remove the transportation alternatives for Edison SRTS from the original motion was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Scott Samuelson; nays: Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross. The motion to amend the original motion failed.

Whereupon the City Council returned to the original motion from Council Member Jantzer, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

APPROVE BUDGET AMENDMENT FOR EMPLOYMENT INVESTIGATION SERVICES

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

MINOT PARK DISTRICT 1/2 CENT SALES TAX

The motion to pass the attached ordinance on first reading; adopt the attached resolution scheduling a special election date for April 29, 2025 for the electorate to consider the question 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 approve the attached ballot language was initiated by City Council Member Olson and seconded by City Council Member Pitner.

The motion to amend the original motion to change the date in the ordinance and resolution to June 10, 2025, was initiated by City Council Member Fuller, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Scott Samuelson.

The motion to amend the original motion to move the implementation date to October 1, 2025, in the ordinance was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

The motion to approve the original motion with the approved amendments 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; nays: Scott Samuelson.

PERSONAL APPEARANCES

Joan Hubaker spoke to the City Council about the idea of bringing the two libraries (Minot Public Library and Ward County Library) back together to discuss merging together. She also discussed the EAPC Space Needs analysis options as well if there was a merger with the libraries.

MISCELLANEOUS AND DISCUSSION ITEM - BRUCE WALKER - PARK SOUTH II LURA

Bruce Walker came to the City Council to discuss filing a Land Use Restrictions Agreement with NDHFA for Essential Living, Inc.

The motion to grant the approval of the LURA for Essential Living, Inc was initiated by City Council Member Jantzer, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

MISCELLANEOUS AND DISCUSSION ITEMS

Council Member Olson wanted to discuss the EAPC presentation and high-level idea for the Police Department Space Needs Analysis. The idea would be to consider the cost of adding the Police Department to the parking ramp, because we own the property.

The motion to consider an option of building the PD Department on top of the parking ramp downtown was initiated by City Council Member Olson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Tom Ross, Scott Samuelson; nays: Paul Pitner.

LIAISON REPORTS

Alderswoman Olson attended a Central Dakota MPO meeting, a Souris Basin Planning Council Annual meeting, a Souris Basin Planning Council Loan Review Committee, and the Childcare in Minot Committee meeting. Alderman Blessum attended the Economic Development Plan Review Committee meeting and the Minot Commission on Aging meeting. Alderman Pitner will be attending the upcoming Visit Minot meeting and CDMPO meeting. He was in attendance at the Alcohol Ordinance Review and Rewrite Committee meeting, the Economic Development Plan Review Committee meeting and a meeting with staff and developers. Alderman Samuelson and Alderman Fuller attended the Ward County Planning and Zoning meeting. Alderman Jantzer attended the CDMPO meeting.

ADJOURNMENT

The motion to adjourn the meeting at 8:05 pm was initiated by City Council Member Pitner, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

ORDINANCE NO: 6024

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: November 18, 2024

PASSED SECOND READING: December 2, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6025

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: November 18, 2024

PASSED SECOND READING: December 2, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6026

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: November 18, 2024

PASSED SECOND READING: December 2, 2024

APPROVED:

ATTEST:

Tom Ross, Mayor

MiKayla McWilliams, City Clerk

ORDINANCE NO. 6027

**AN ORDINANCE REZONING LOT 13, BLOCK 4 OF ENGERS FIRST ADDITION
FROM “R4” PLANNED RESIDENTIAL DISTRICT TO “MH” MANUFACTURED
HOME DISTRICT.**

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

Section 1. That the property described below is hereby zoned **“MH” Manufactured Home District**:

LOT 13, Block 4, Engers First Addition

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

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

PASSED FIRST READING:

November 18, 2024

PASSED SECOND READING:

December 2, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: December 2, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Majettes Hockey Minot High School to conduct raffles at home hockey games from November 26, 2024 through February 22, 2025 at the Maysa Arena (2501 Burdick Exwy W).**
- 2. MCDC Booster Club to conduct a calendar raffle in February 2025 at Magic City Dance Company (1300 4th Ave NW).**
- 3. MCDC Booster Club to conduct a raffle on January 12, 2025 at MSU Ann Nicole Nelson Hall (500 University Ave W).**
- 4. Minot Social Club for Exceptional Persons, Inc. 2nd Story to conduct a raffle on March 8, 2025 at The Moose Lodge (400 9th St SW).**

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.

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
11/01/2024	AFLA1024	100006302	AFLAC		October 2024 AFLAC	\$15,481.21	\$0.00
11/07/2024	DC110824	100006305	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 11.08.2024	\$15,664.71	\$0.00
11/08/2024	JO110824	302825	3D SPECIALTIES, INC		Permanent Barricades - 32nd Av	\$3,973.00	\$0.00
	JO110824	302826	48 NORTH CONCRETE CONSTRUCTION INC		concrete work	\$15,535.00	\$0.00
	JO110824	302827	ACKERMAN ESTVOLD		4087 - PUPPY DOG COULEE SSD #1	\$25,441.25	\$0.00
JO110824	302828	ADVANCED BUSINESS METHODS ADVANTAGE		2023-2028 COPIER AGREEMENT	\$1,247.45	\$0.00	
JO110824	302829	ARCHIVES. LLC		Minot Daily News Digitization	\$18,200.00	\$0.00	
JO110824	302830	ADVENTURE DIVERS		Diving to Inspect Leachate Lif	\$250.00	\$0.00	
JO110824	302831	ALL SEASON ARENA		LODGING TAXES COLLECTED	\$19,211.21	\$0.00	
JO110824	302943	ANDREA STEWART		Sew FD Patches on Dress Unifor	\$20.00	\$0.00	
JO110824	302832	APPLE BOOKS, LLC		Children's Books	\$211.29	\$0.00	
JO110824	302833	BAKER & TAYLOR BOOKS		Books	\$982.95	\$0.00	
JO110824	302834	BALCO UNIFORM COMPANY. INC.		Radio Pouches for new hires	\$147.00	\$0.00	
JO110824	302835	BECHTOLD PAVING		15.775 Tons Hot Mix Asphalt	\$7,322.00	\$0.00	
JO110824	302836	BORDER STATES INDUSTRIES. INC.		Contact relay for high masts	\$765.54	\$0.00	
JO110824	302837	BRAINSTORM INC		Children's Book	\$430.00	\$0.00	
JO110824	302838	BUTLER MACHINERY CO.		001; FUEL FILTER	\$3,995.44	\$0.00	
JO110824	302839	C&C PLUMBING AND HEATING		Refund RP24-00480 Customer cha	\$50.00	\$0.00	
JO110824	302861	CBL & ASSOCIATES LIMITED PARTNERSHIP		Puppy Dog Coulee Easement Comp	\$42,380.40	\$0.00	
JO110824	302840	CBM, LLC		Children's Books	\$815.72	\$0.00	
JO110824	302841	CDBG ONE-TIME PAY	Agnes Blue	RC-1054 Claim for Moving & Rel	\$1,150.00	\$0.00	
JO110824	302842	CDBG ONE-TIME PAY	CPM Leasing	RC-1070 Claim for Rental Assis	\$2,090.00	\$0.00	
JO110824	302843	CDBG ONE-TIME PAY	Dan Pasive & Madison McCloud	RC-1070 Claim for Rental Assis	\$193.33	\$0.00	
JO110824	302844	CDBG ONE-TIME PAY	Herson Eduardo Castro Gomez	VOID AFTER UPDATE 11/15/2024	\$0.00	\$1,350.00	
JO110824	302845	CDBG ONE-TIME PAY	James Gorman	RC-1068 Claim for Moving & Rel	\$800.00	\$0.00	
JO110824	302846	CDBG ONE-TIME PAY	Ken Schwartzkopf	RC-1069 Claim for Moving & Rel	\$1,150.00	\$0.00	
JO110824	302847	CDBG ONE-TIME PAY	Lynn Long	M-327 Acquisitions Funds Reque	\$17,000.00	\$0.00	
JO110824	302848	CDBG ONE-TIME PAY	Meadowlark Homes	RC-1071 Claim for Moving & Rel	\$950.00	\$0.00	
JO110824	302849	CDBG ONE-TIME PAY	Michelle Thiel	M-326 Acquisitions Funds Reque	\$33,300.00	\$0.00	
JO110824	302850	CDBG ONE-TIME PAY	Ron Cal Homes	RC-1066 Claim for Down Payment	\$19,824.00	\$0.00	
JO110824	302851	CDBG ONE-TIME PAY	Sandi Randall & Cari Hurley & Bret Pickering	RC-1050 Claim for Moving & Rel	\$350.00	\$0.00	
JO110824	302852	CDBG ONE-TIME PAY	Sarah Evenson	RC-1072 Claim for Moving & Rel	\$350.00	\$0.00	
JO110824	302853	CDBG ONE-TIME PAY	Shawn Magee	M-325 Acquisitions Funds Reque	\$31,500.00	\$0.00	
JO110824	302854	CDBG ONE-TIME PAY	Victoria Solis & Jennifer Dahlberg	RC-1067 Claim for Moving & Rel	\$170.00	\$0.00	
JO110824	302855	CDM SMITH CENTRAL		CDM SMITH CONTRACT - NDR	\$104,780.00	\$0.00	
JO110824	302856	MACHINING&PUMP		repair pump flange	\$870.38	\$0.00	
JO110824	302908	CITY OF MINOT		Bar Checks for Underage Drinki	\$126.00	\$0.00	
JO110824	302857	CPS, LTD		3700.1 LF MASTER PLAN UPDATE	\$230.00	\$0.00	
JO110824	302858	DACOTAH PAPER CO.		Copy paper for UB and finance	\$211.00	\$0.00	
JO110824	302859	DAKOTA BUSINESS SOLUTIONS		INVOICE 10096	\$300.00	\$0.00	
JO110824	302860	DAKOTA FLUID POWER. INC.		FITTING; -8 JIC ORIFICE FITTIN	\$1,226.32	\$0.00	
JO110824	302862	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees for October	\$846.50	\$0.00	
JO110824	302863	EASTER SEALS		Puppy Dog Coulee Easement	\$32,104.20	\$0.00	
JO110824	302864	GOODWILL ELDORADO NATIONAL - CALIFORNIA		Comm BOLT; BOLT	\$55.10	\$0.00	

JO110824	302865	EMPLOYEE ONE TIME PAY	Christina Wolf	Resource Recycling 2024 Confer	\$320.00	\$0.00
JO110824	302866	EMPLOYEE ONE TIME PAY	Josh Kraft	Resource Recycling 2024 Confer	\$320.00	\$0.00
JO110824	302867	EMPLOYEE ONE TIME PAY	Krystle Foster	Deposit to City Hall - Oct 202	\$66.33	\$0.00
JO110824	302868	EMPLOYEE ONE TIME PAY	Melissa Anderson	Deposit to City Hall - Oct 202	\$33.17	\$0.00
JO110824	302869	EMPLOYEE ONE TIME PAY	Riley Racine	CDL Reimbursement- Riley Racin	\$11.00	\$0.00
JO110824	302870	ENERBASE		Fuel 12.27	\$13,641.33	\$0.00
JO110824	302871	FACTORY MOTOR PARTS		007; BATTERY MTP-65	\$111.35	\$0.00
JO110824	302873	FIRST DISTRICT HFAITH UNIT		FIRST DISTRICT HEALTH UNIT SER	\$26,500.00	\$0.00
JO110824	302874	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$737.00	\$0.00
JO110824	302875	FIRST WESTERN INSURANCE		ADDITIONAL PREMIUM FOR TRADED	\$169.00	\$0.00
JO110824	302876	G & P COMMERCIAL SALES		Cleaning Supplies	\$2,802.05	\$0.00
JO110824	302877	GEFROH ELECTRIC		Electrical Work - Circuit adde	\$844.50	\$0.00
JO110824	302878	GENERAL ONE TIME PAY	Jim Johnson	Ricky Steen Restitution MI-202	\$50.00	\$0.00
JO110824	302879	GENERAL ONE TIME PAY	Lavaun Mackay	Asher Culver Restitution MI-20	\$5.00	\$0.00
JO110824	302880	GENERAL ONE TIME PAY	North Dakota Child Support	Tracy L Reimche Restitution MI	\$175.00	\$0.00
JO110824	302881	GENERAL ONE TIME PAY	Rodney Neuhalphen	Jsutin Holland Restitution MI-	\$50.00	\$0.00
JO110824	302882	GENERAL ONE TIME PAY	Sarah Brien	Ashlee Morris Restitution MI-2	\$100.00	\$0.00
JO110824	302883	GENERAL ONE TIME PAY	Troy Lang	Temporary Construction Easemen	\$300.00	\$0.00
JO110824	302884	GENERAL TRADING		009; 3/4 STEEL NIPPLE	\$55.22	\$0.00
JO110824	302885	GERDAU RECYCLING		--; SHOP SUPPLIES	\$2,065.54	\$0.00
JO110824	302886	GRAPHICS LETTERING & TRIM		VOID AFTER UPDATE 11/19/2024	\$0.00	\$1,450.00
JO110824	302887	GRAVEL PRODUCTS, INC.		10.57 Tons Washed Rock	\$638.08	\$0.00
JO110824	302888	GRAYBAR		LIGHT BULBS	\$394.18	\$0.00
JO110824	302889	GRAYMONT WESTERN US INC.		Lime	\$113,326.94	\$0.00
JO110824	302890	HALLIDAY TECHNOLOGIES INC.		2024 Annual calibration for RT	\$3,188.33	\$0.00
JO110824	302891	HANSON'S EXCAVATING		4831 - 2024-2025 NUISANCE	\$6,888.60	\$0.00
JO110824	302892	HAWKINS, INC.		ABAT Chlorine	\$49,415.00	\$0.00
JO110824	302893	IED SUPPORT SERVICES		ATLAS IED ANNUAL SUPPORT	\$5,625.00	\$0.00
JO110824	302894	INTERNATIONAL CITY MANAGEMENT		SERVI City manager pension	\$631.40	\$0.00
JO110824	302895	ASSOCIATION PET JET LINE SALES & SERVICE. LLC		Vac Filter	\$2,298.18	\$0.00
JO110824	302896	KELLER PAVING AND LANDSCAPING		22.98 Tons Hot mix asphalt	\$6,549.02	\$0.00
JO110824	302897	LEADSONLINE		2025 Leads Online Investigatio	\$6,101.00	\$0.00
JO110824	302898	LUMACUVE AIRFIELD SIGNS		Lumacurve LED light bulbs for	\$1,400.26	\$0.00
JO110824	302900	MAIN ELECTRIC CONSTRUCTION		PO 6889 WO 14095 for pull box	\$18,978.16	\$0.00
JO110824	302901	MARCO, INC.		Marco Copier Maintenance INV 1	\$423.50	\$0.00
JO110824	302902	MATTSON CONSTRUCTION		BROADWAY CIRCLE - MATTSON CONS	\$121,242.18	\$0.00
JO110824	302910	MELANIE MOORE		Water Plant Operator Civil Ser	\$105.00	\$0.00
JO110824	302903	MIDWEST TAPE		Children's Movies	\$3,447.12	\$0.00
JO110824	302899	MINOT AREA CHAMBER EDC		MACEDEC SERVICE AGREEMENT 2024	\$46,637.50	\$0.00
JO110824	302904	MINOT AUTO		003; SLACK ADJUSTER	\$230.66	\$0.00
JO110824	302905	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$819.39	\$0.00
JO110824	302906	MINOT PAVING		Curb and gutter repairs/patchi	\$35,790.10	\$0.00
JO110824	302907	MINOT WELDING INC		Repair Alum Mirror	\$164.16	\$0.00

JO110824	302909	MOORE ENGINEERING, INC		4667- Edison SRTS Engineering	\$195.00	\$0.00
JO110824	302911	NAPA AUTO PARTS		--; HYD HOSE 3/8"	\$5,519.14	\$0.00
JO110824	302912	ND DEPT OF ENVIRONMENTAL QUALITY		BOILER ENVIRONMENTAL FEE	\$435.00	\$0.00
JO110824	302913	ND DEPT OF TRUST LANDS		2024 Unclaimed Property	\$1,749.23	\$0.00
JO11824-	302960	ND DEPT OF TRUST LANDS		2024 Unclaimed Property Bond C	\$6,704.27	\$0.00
JO110824	302914	ND DEPT OF WATER RESOURCES		OCT 2024 WATER FROM NAWS	\$70,103.77	\$0.00
JO110824	302915	ND HOUSING FINANCE AGENCY		NDR008 - NDHFA SERVICE FEE FOR	\$50.00	\$0.00
JO110824	302916	NDLTAP-UGPTI/NDSU		Motor Grader Training	\$500.00	\$0.00
JO110824	302917	NELSON AUTO CENTER		FY24 Patrol Car Purchase 2025	\$235,644.75	\$0.00
JO110824	302918	NEWMAN TRAFFIC SIGNS		Anchor 4' x 2.25" - Telespar -	\$2,435.76	\$0.00
JO110824	302919	NORMONT EQUIPMENT CO		Quickview camera repair	\$3,202.07	\$0.00
JO110824	302920	NORTHWEST TIRE AND RETREAD		TRVELSTAR TRLR TIRE	\$752.91	\$0.00
JO110824	302921	O'REILLY AUTO PARTS		007; A/C DIODE	\$63.32	\$0.00
JO110824	302922	ONE CALL CONCEPTS, INC.		Traffic dept one call tickets	\$221.95	\$0.00
JO110824	302872	PARKLAND USA CORPORATION		008; DIESEL EXHAUST FLUID	\$804.99	\$0.00
JO110824	302923	PATRIOT FIRE & SAFFTY INC		Transducers for Unit #246	\$738.57	\$0.00
JO110824	302924	POST BOARD		ND Peace Officer License Renew	\$810.00	\$0.00
JO110824	302925	POST BOARD		ND Peace Officer License Renew	\$45.00	\$0.00
JO110824	302926	PRINGLE & HERIGSTAD. P.C.		Kamara Hall Crt App Att Fee M	\$247.50	\$0.00
JO110824	302927	PROTECH INTEGRATIONS. LLC		Monthly fire alarm fee Broadwa	\$50.00	\$0.00
JO110824	302928	PSYCHOLOGICAL RESOURCES		Psychological Services Testing	\$450.00	\$0.00
JO110824	302929	RDO EQUIPMENT		002; FLOODLAMP	\$764.10	\$0.00
JO110824	302930	REFUND ONE TIME	ALEXANDER, LINDA	UB 6348 417 22ND	\$27.63	\$0.00
JO110824	302931	PAY REFUND ONE TIME	BOGER & SON SUPER VAC	GB Customer ID 236 Bill #43157	\$16.30	\$0.00
JO110824	302932	PAY REFUND ONE TIME	BROWN, TORI	UB 2500 1213 VALLEY VIEW	\$25.44	\$0.00
JO110824	302933	PAY REFUND ONE TIME	CARPENTER, MICHAEL	UB 22158 3700 1ST	\$50.00	\$0.00
JO110824	302934	PAY REFUND ONE TIME	DAKOTA SUPPLY GROUP	GB Customer ID 11616 Bill #495	\$41.30	\$0.00
JO110824	302935	PAY REFUND ONE TIME	IPM	UB 5424 523 14TH	\$54.65	\$0.00
JO110824	302936	PAY REFUND ONE TIME	JOHNSON, BENJAMIN C	UB 53028 16 30TH	\$111.96	\$0.00
JO110824	302937	PAY REFUND ONE TIME	YELLOW DOOR HOMES	UB 7472 902 4TH	\$91.25	\$0.00
JO11824-	302961	PAY REFUND ONE TIME	NIGHTMARES UNLIMITED INC.	GB Customer ID 5062 Bill #2063	\$495.00	\$0.00
JO110824	302938	PAY ROLLKALL		Subscription to RollKall	\$22.00	\$0.00
JO110824	302939	TECHNOLOGIES LLC SANITATION PRODUCTS		PIN; CYLINDER PIN	\$327.16	\$0.00
JO110824	302940	SIGN SOLUTIONS USA		20 sets of signs for	\$3,949.35	\$0.00
JO110824	302941	SOURIS BASIN PLANNING COUNCIL		SBPC SERVICE AGREEMENT 2024	\$1,666.00	\$0.00
JO110824	302942	SOURIS RIVER JOINT WATER RESOURCE		3529.06F - MREFPP PHASE MI-7F:	\$57,952.13	\$0.00
JO110824	302944	STRATA CORPORATION		4816 - 2024 WATERMAIN REPLACEM	\$128,059.51	\$0.00
JO110824	302945	SWANSTON EQUIPMENT COMPANIES		DIODE; VOLTAGE SUPPRESSOR	\$752.43	\$0.00
JO110824	302946	TEAM ELECTRONICS, INC.		010; RADIO CABLE CONNECTORS	\$74.90	\$0.00
JO110824	302947	TI-ZACK CONCRETE, INC.		Contract Withholding: 300697	\$123,718.76	\$0.00
JO110824	302948	TITAN MACHINERY		001; CABIN FILTER	\$38.75	\$0.00

	JO110824	302949	TRINITY HEALTH		TH Inmate Invoice for ER Room	\$769.98	\$0.00
	JO110824	302950	ULINE		7 Step rolling ladder in the p	\$1,505.79	\$0.00
	JO110824	302951	UNITED MAILING		POSTAGE/SHIPPING	\$334.72	\$0.00
	JO110824	302952	SERVICE		Dry Chem feeder belts	\$337.11	\$0.00
	JO110824	302953	VESSCO, INC.		LODGING TAXES COLLECTED	\$38,422.42	\$0.00
	JO110824	302954	VISIT MINOT		WETLAND MITIGATION	\$1,561,557.46	\$0.00
	JO110824	302955	WAGNER		CONSTRUCTION		
	JO110824	302955	CONSTRUCTION		WALLWORK TRUCK		
	JO110824	302956	WARD COUNTY		---; EGR GASKET	\$162.71	\$0.00
	JO110824	302956	RECORDER		Affidavit recording fee	\$20.00	\$0.00
	JO110824	302957	WASHINGTON STATE		EVOC Instructor Course Fee- Ro	\$1,576.28	\$0.00
	JO110824	302958	PATROL		VALVE ASSY; HEIGHT CONTROL	\$885.23	\$0.00
	JO110824	302959	WESTLIE TRUCK		VAL		
	JO110824	302959	CENTER		parts for Wilo pumps	\$496.54	\$0.00
11/12/2024	BW111224	146	WILO USA, LLC		RC-1073 Claim for Down Payment	\$9,570.00	\$0.00
			NORTH DAKOTA				
11/14/2024	BW111424	147	GUARANTY & TITLE		MAGIC Fund - Business Accelera	\$4,331.21	\$0.00
			BANK OF NORTH				
			DAKOTA				
11/15/2024	JO111424	302962	CDBG ONE-TIME PAY	Brenda Fry	M-328 Acquisition Funds Reques	\$125,000.00	\$0.00
	ADP11124	100006309	ADP, INC		ADP Payroll Services for Octob	\$15,020.68	\$0.00
	JV111524	302963	CDBG ONE-TIME PAY	Herson Eduardo Castro	VOID AFTER UPDATE 11/15/2024	\$0.00	\$1,350.00
				Gomez			
	JV111624	302964	CDBG ONE-TIME PAY	Herson Eduardo Castro	VOID AFTER UPDATE 11/15/2024	\$0.00	\$1,350.00
				Gomez			
	JO111524	302965	CDBG ONE-TIME PAY	Herson Eduardo Castro	VOID AFTER UPDATE 11/15/2024	\$0.00	\$1,350.00
				Gomez			
	JO1124-	302966	CDBG ONE-TIME PAY	Herson Eduardo Castro	RC-1061 Claim for Moving & Rel	\$1,350.00	\$0.00
				Gomez			
11/20/2024	BW112024	149	FIDELITY NATIONAL		16th St SW Reconstruction- Lan	\$679,057.80	\$0.00
			TITLE INSURANCE CO				
11/21/2024	JO112124	302967	FIRE SAFETY USA, INC.		VOID AFTER UPDATE 11/21/2024	\$0.00	\$165,000.00
	JO1121-	302968	FIRE SAFETY USA, INC.		2008 E-One Rescue Pumper	\$165,000.00	\$0.00
11/22/2024	JV112224	302969	1 CALL SEPTIC		Recycling Transport x 5 Trips	\$12,331.50	\$0.00
			SERVICES. INC.				
	JV112224	302970	48 NORTH CONCRETE		Concrete	\$13,295.00	\$0.00
			CONSTRUCTION INC				
	JV112224	302971	ACME RENTS		Snow Pusher	\$39.99	\$0.00
	JV112224	302972	ACME TOOLS		CRANKSHAFT SEAL	\$47.98	\$0.00
	JV112224	302973	ADP SCREENING &		Background Check costs	\$308.00	\$0.00
			SELECTION SERVICES				
	JV112224	302974	AGNES BLUE		RC-1053 Rental Assistance	\$1,554.50	\$0.00
	JV112224	302975	AIDEN WELLS &		RC-1082 Rental Assistance	\$849.83	\$0.00
			MICHELLE FIELDAHL				
	JV112224	302976	ALL SEASON ARENA		LODGING TAXES COLLECTED	\$8,660.50	\$0.00
	JV112224	302977	AMANDA SOMERVILLE		RC-2024 Rental Assistance	\$2,384.55	\$0.00
			& BRENDEN				
			MCCLOUD				
	JV112224	302978	AMBER PERRY &		RC-1032 Rental Assistance	\$294.00	\$0.00
			NICHOLAS FLOWERS				
	JV112224	302979	AMBER PITTS		RC-1045 Rental Assistance	\$210.00	\$0.00
	JV112224	302980	AMERICAN WELDING		Carbon Dioxide	\$9,244.63	\$0.00
			& GAS. INC.				
	JV112224	302981	APEX ENGINEERING		16TH ST SW RECONSTRUCTION	\$4,139.00	\$0.00
			GROUP		APEX		
	JV112224	302982	APH/AUTO VALUE		FILTER-OIL; OIL FILTER 7060/84	\$11.97	\$0.00
	JV112224	302983	AQUA-PURE, INC.		Liquid Phosphate (499) & Polym	\$37,038.12	\$0.00
	JV112224	302984	ARROWHEAD ACE		Snow Shovel	\$109.99	\$0.00
			HARDWARE				
	JV112224	302985	ASPHALT		Contract Withholding: 300675	\$343,844.47	\$0.00
			PRESERVATION				
			COMPANY INC				
	JV112224	302986	BAKER & TAYLOR		Books	\$5,041.55	\$0.00
			BOOKS				
	JV112224	302987	BALCO UNIFORM		Pants / armorskin shirts - Nee	\$690.68	\$0.00
			COMPANY. INC.				
	JV112224	302988	BARR ENGINEERING		4618.1 BARR ENG LITTLE	\$552.50	\$0.00
					ROOSEVE		
	JV112224	302989	BECHTOLD PAVING		17.46 Tons Hot Mix Asphalt	\$3,063.00	\$0.00
	JV112224	302990	BOLTON & MENK, INC		CDMPO 2050 Metropolitan	\$25,534.84	\$0.00
					Transn		
	JV112224	302991	BORDER STATES		Airfield RWY light bulbs	\$320.39	\$0.00
			INDUSTRIES. INC.				

JV112224	302992	BRITTINI MADSEN & LUCKY MADSEN JR.		RC-1023 Rental Assistance	\$1,019.45	\$0.00
JV112224	302993	C&C PLUMBING AND HEATING		Water Tank for Station #4	\$2,800.00	\$0.00
JV112224	302994	CAPITAL ONE		013; 3 X 1/4 WIRE LOCK	\$21.95	\$0.00
JV112224	302995	CDBG ONE-TIME PAY	Aiden Wells & Michelle Fieldahl	RC-1081 Claim for Moving & Rel	\$1,170.00	\$0.00
JV112224	302996	CDBG ONE-TIME PAY	Brenda & Donnell Fry	RC-1078 Claim for Moving & Rel	\$1,350.00	\$0.00
JV112224	302997	CDBG ONE-TIME PAY	Dan Pasive & Madison McCloud	RC-1080 Claim for Moving & Rel	\$1,350.00	\$0.00
JV112224	302998	CDBG ONE-TIME PAY	Daniel Foster	RC-1083 Claim for Moving & Rel	\$575.00	\$0.00
JV112224	302999	CDBG ONE-TIME PAY	Jayde Haugrose	Claim for Moving & Related Exp	\$950.00	\$0.00
JV112224	303000	CDBG ONE-TIME PAY	John Grether & Dawn Grether	RC-1075 Claim for Moving & Rel	\$675.00	\$0.00
JV112224	303001	CDBG ONE-TIME PAY	Ken Schwartzkopf	RC-1079 Claim for Replacement	\$839.00	\$0.00
JV112224	303002	CDBG ONE-TIME PAY	Luci Ahmed & Sultan Ahmed & Casey Mevers	RC-1077 Claim for Moving & Rel	\$1,150.00	\$0.00
JV112224	303003	CDBG ONE-TIME PAY	Meadowlark Homes	RC-1082 Claim for Rental Assis	\$2,234.00	\$0.00
JV112224	303004	CDBG ONE-TIME PAY	Meadowlark Homes	RC-1076 Claim for Rental Assis	\$2,550.00	\$0.00
JV112224	303005	CDBG ONE-TIME PAY	Morgan Gerst & Shannon Meana	RC-1031 Claim for Rental Assis	\$1,948.80	\$0.00
JV112224	303006	CDBG ONE-TIME PAY	RD Land Development	RC-1084	\$21,326.00	\$0.00
JV112224	303007	CDBG ONE-TIME PAY	Tara Kenner	RC-1059 Claim for Moving & Rel	\$1,350.00	\$0.00
JV112224	303008	CDBG ONE-TIME PAY	Torey Long & Gabrielle Stout	RC-1074 Claim for Moving & Rel	\$1,350.00	\$0.00
JV112224	303009	CENTRAL MACHINING&PUMP		REPAIR COOLANT TANK	\$389.20	\$0.00
JV112224	303076	CITY OF MINOT		Samuel Allen Restitution MI-20	\$100.00	\$0.00
JV112224	303010	CRAFT BUILDERS, INC.		Overhead Door Repair	\$2,606.85	\$0.00
JV112224	303011	DACOTA PAPER CO.		COPY PAPER	\$1,321.36	\$0.00
JV112224	303012	DAKOTA TRUCK & FARM		KING PIN KIT; KING PIN KIT ELD	\$325.06	\$0.00
JV112224	303013	DAN PASIVE & MADISON MC CLOUD		RC-1070 Rental Assistance	\$193.33	\$0.00
JV112224	303014	DAVIDSON		Storm Sewer Maintenance	\$40,200.00	\$0.00
JV112224	303015	CONSTRUCTION DECOMM VENTURES, LP		Numero MOT TASK ORDER #2 - AIR SERVIC	\$2,525.25	\$0.00
JV112224	303016	DIG IT UP BACKHOE		4817 - 2024 WATERMAIN	\$323,840.34	\$0.00
JV112224	303017	SERVICE DOMESTIC VIOLENCE		REPLACEM DVCC JAG GRANT PASS	\$1,463.37	\$0.00
JV112224	303018	CRISIS CENTER DR. ANTHONY		THROUGH Critical Hire	\$100.00	\$0.00
JV112224	303019	TATMAN EAPC		BROADWAY CIRCLE - EAPC	\$1,825.35	\$0.00
JV112224	303020	EMERGENCY AUTOMOTIVE TECHNOLOGIES		002; RAY ALLEN F SERIES HUD CH	\$8.99	\$0.00
JV112224	303021	EMPLOYEE ONE TIME PAY	Damion Higgins	CDL Permit Endorsement- Damion	\$11.00	\$0.00
JV112224	303022	EMPLOYEE ONE TIME PAY	Daniel Raymond	Tuition Reimbursement Fire Pre	\$729.00	\$0.00
JV112224	303023	EMPLOYEE ONE TIME PAY	Jaelee Olson	2024 Mileage	\$30.22	\$0.00
JV112224	303024	EMPLOYEE ONE TIME PAY	James Seifert	Tuition Reimbursement Principl	\$729.00	\$0.00
JV112224	303025	ENERBASE		Diesel	\$23,523.61	\$0.00
JV112224	303026	FACTORY MOTOR PARTS		004; WIPER BLADE WW1110	\$1,722.78	\$0.00
JV112224	303028	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due'sFire Union Due	\$737.00	\$0.00
JV112224	303029	FLASH PARKING, INC		PAYMENT FOR INVOICE 1024563	\$2,670.00	\$0.00
JV112224	303030	FLEETMIND SOLUTIONS, INC.		November Fleetmind Software Ag	\$2,120.01	\$0.00
JV112224	303031	GENERAL ONE TIME PAY	Amanda Andrews	Kaitlyn McGillis Restitution M	\$8.00	\$0.00
JV112224	303032	GENERAL ONE TIME PAY	Batteries + Bulbs	Ace Aguilar Restitution MI-202	\$10.00	\$0.00
JV112224	303033	GENERAL ONE TIME PAY	Braxton M. Wynton	Larissa Monson Restitution MI-	\$50.00	\$0.00
JV112224	303034	GENERAL ONE TIME PAY	Cashwise	Mark Lisburg Restitution MI-20	\$15.22	\$0.00
JV112224	303035	GENERAL ONE TIME PAY	Connor Koerbitz	Desean Bell Restitution MI-202	\$25.00	\$0.00

JV112224	303036	GENERAL ONE TIME PAY	Dina P. Goodman	Russell Washington Restitution	\$50.00	\$0.00
JV112224	303037	GENERAL ONE TIME PAY	Jim Johnson	Ricky Steen Restitution MI-202	\$100.00	\$0.00
JV112224	303038	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steier Restitution MI-20	\$25.00	\$0.00
JV112224	303039	GENERAL ONE TIME PAY	Lindsay E. Kreger	Benjamin Vandenberghe Restitut	\$50.00	\$0.00
JV112224	303040	GENERAL ONE TIME PAY	Marketplace Liquors	Shelah Palmer Restitution MI-2	\$10.00	\$0.00
JV112224	303041	GENERAL ONE TIME PAY	Menards, Inc.	Jimmy Mote Restitution MI-2022	\$20.00	\$0.00
JV112224	303042	GENERAL ONE TIME PAY	North Dakota Child Support	Tyler Thompson Restitution MI-	\$75.00	\$0.00
JV112224	303043	GENERAL ONE TIME PAY	North Dakota Child Support	Roger Poitra Restitution MI-20	\$20.00	\$0.00
JV112224	303044	GENERAL ONE TIME PAY	North Dakota Child Support	Shon Taylor Restitution MI-202	\$15.00	\$0.00
JV112224	303045	GENERAL ONE TIME PAY	U.S. Postal Service	Logan Cassell Restitution MI-2	\$50.00	\$0.00
JV112224	303046	GENERAL TRADING		013; 1/2"-13 GRADE 5 JAM NUT	\$1.45	\$0.00
JV112224	303047	GEOLOGIC COMPUTER SYSTEMS		GPS x 2	\$8,880.00	\$0.00
JV112224	303048	GERDAU RECYCLING		--; SHOP SUPPLIES	\$1,727.45	\$0.00
JV112224	303049	GILLIG, LLC		3M CABLE TIE	\$374.80	\$0.00
JV112224	303050	GOETTLE LAW, PLLC		Legal Services Rendered Throug	\$3,500.00	\$0.00
JV112224	303051	H.A. THOMPSON & SONS. INC.		Unit fan repair	\$315.00	\$0.00
JV112224	303052	HANSON AUTO CRUSHING & TRUCKING		Tires / Trees Fall 2024 Grindi	\$155,420.55	\$0.00
JV112224	303053	HAWKINS, INC.		fluoride	\$2,411.64	\$0.00
JV112224	303054	HEIDI SQUYRES & THOMAS CRAWFORD		RC-1013 Rental Assistance	\$970.20	\$0.00
JV112224	303055	HIGH POINT NETWORKS. LLC		FY23 SLCGP - Smart Firewall Im	\$72,490.55	\$0.00
JV112224	303056	INFORMATION TECHNOLOGY		VPN/MFA/STATE NET FIBER Oct 24	\$3,233.15	\$0.00
JV112224	303057	DEPARTMENT INTERNATIONAL CITY MANAGEMENT		City manager pension	\$624.56	\$0.00
JV112224	303058	ASSOCIATION BET INTERSTATE		INDEPENDENT FEE ANALYSIS	\$4,500.00	\$0.00
JV112224	303059	ENGINEERING. INC. JAYDE HAUGROSE		TAXIW RC-1057 Rental Assistance	\$569.91	\$0.00
JV112224	303060	JOHN CIMINO		RC-1018 Rental Assistance	\$147.00	\$0.00
JV112224	303061	JOHNSON CONTROLS		HVAC compressor issue at GA te	\$229.20	\$0.00
JV112224	303062	KALIX		Document Shredding - City Hall	\$91.76	\$0.00
JV112224	303063	KELLER PAVING AND LANDSCAPING		18.74 Tons Hot Mix Asphalt	\$1,686.60	\$0.00
JV112224	303064	LANGUAGE LINE SERVICES		Language Interpretation Servic	\$153.70	\$0.00
JV112224	303065	LEARNING OPPORTUNITIES. INC.		Children's Books	\$2,670.56	\$0.00
JV112224	303066	LOCATORS & SUPPLIES		Marking flags for Traffic - PO	\$409.92	\$0.00
JV112224	303067	LUCI AHMED & SULTAN AHMED & CASEY MEVEDS		RC-1076 Rental Assistance	\$512.70	\$0.00
JV112224	303068	MAGIC CITY GARAGE DOOR COMPANY		Garage door repair	\$1,063.00	\$0.00
JV112224	303069	MAIN ELECTRIC CONSTRUCTION		PAYMENT FOR INVOICE 48571	\$14,191.30	\$0.00
JV112224	303118	MARIAN SORUM		Marian Sorum - Sprinkler Repai	\$423.28	\$0.00
JV112224	303070	MINOT AREA COUNCIL OF THE ARTS, INC		MINOT AREA COUNCIL OF THE ARTS	\$3,333.33	\$0.00
JV112224	303071	MINOT AUTO		001; CAB FILTER FOR CAT LOADER	\$1,257.31	\$0.00
JV112224	303072	MINOT COMMISSION ON AGING		COMMISSION ON AGING SERVICE AG	\$12,875.00	\$0.00
JV112224	303073	MINOT DAILY NEWS		ADVERTISEMENT IN MDN	\$350.00	\$0.00
JV112224	303074	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$807.08	\$0.00
JV112224	303075	MINOT PARK DISTRICT		PARK DEDICATION FEES - 2610 43	\$381.00	\$0.00

JV112224	303077	MOORE ENGINEERING, INC		2025 Washington SRTS - Easemen	\$9,057.50	\$0.00
JV112224	303078	MOWBRAY & SONS		HVAC REPAIRS	\$6,120.56	\$0.00
JV112224	303079	MVTL LABORATORIES		Arsenic Testing	\$165.00	\$0.00
JV112224	303080	NAPA AUTO PARTS		001; CABIN AIR FILTER	\$3,417.29	\$0.00
JV112224	303081	NARDINI FIRE EQUIPMENT		Annual Fire Monitoring Fee - C	\$368.00	\$0.00
JV112224	303082	ND DEPT OF ENVIRONMENTAL QUALITY		State Lab Tests	\$754.47	\$0.00
JV112224	303083	ND FIRE CHIEFS ASSN		Membership Dues	\$100.00	\$0.00
JV112224	303084	ND FIREFIGHTER'S ASSOCIATION		Certification Retest	\$40.00	\$0.00
JV112224	303085	ND FRATERNAL		Police Union Due's/ Legal Defe	\$1,296.00	\$0.00
JV112224	303086	ORDER OF POLICE NDLTAP-UGPTI/ND SU		Winter Maintenance Training (8	\$400.00	\$0.00
JV112224	303087	NORTHWEST TIRE AND RETREAD		TIRE; REPAIR TIRE	\$14,205.31	\$0.00
JV112224	303088	OHNSTAD TWICHELL, P.C.		10/14/24 Services (liquor lice	\$129.00	\$0.00
JV112224	303089	OLSON'S TOWING		October Towing - 2004 Suzuki Q	\$730.00	\$0.00
JV112224	303090	ONE CALL CONCEPTS, INC.		OCT 2024 LOCATE TICKETS	\$2,060.35	\$0.00
JV112224	303091	ONLINE DAKOTA INFORMATION		WATER. Statewide Database Access July	\$319.00	\$0.00
JV112224	303027	NETWORK PARKLAND USA		Gasohol 87 Ethanol 10%	\$45,713.27	\$0.00
JV112224	303092	CORPORATION PBBS EQUIPMENT		1X3/4 BLK MT BUSH	\$117.92	\$0.00
JV112224	303093	CORPORATION PERSONAL SERVICES, LLC		extra help picking paper	\$1,332.38	\$0.00
JV112224	303094	POST BOARD		ND POST License Fees for Tyler	\$45.00	\$0.00
JV112224	303095	PRO INDUSTRIAL LLC		Bus Lift Repair	\$15,852.18	\$0.00
JV112224	303096	PROCOLLECT		OCTOBER UB PROCOLLECT	\$815.46	\$0.00
JV112224	303097	PROGRAMMERS		PARKVIEW RADIO	\$1,596.00	\$0.00
JV112224	303098	BROADCASTING. INC. PROTECH		ADVERTISEMENT PRO TECH INTEGRATIONS LLC -	\$1,095.00	\$0.00
JV112224	303099	INTEGRATIONS. LLC PROVIDENT LIFE &		SE December 2024 IDI Premium Pay	\$901.50	\$0.00
JV112224	303100	ACC. INS CO PSYCHOLOGICAL		Psychological Services Testing	\$150.00	\$0.00
JV112224	303101	RESOURCES RADAR SHOP		Radar Certification	\$1,464.00	\$0.00
JV112224	303102	RAE-DEAN & BREONNA WOLFE		RC-1047 Rental Assistance	\$943.09	\$0.00
JV112224	303103	RAYNE MARIE OLSON		RC-1041 Rental Assistance	\$784.50	\$0.00
JV112224	303104	RDO EQUIPMENT		--; STEP	\$843.46	\$0.00
JV112224	303105	REFUND ONE TIME	DOKKEN, JOHN	UB 9522 1209 6TH	\$134.47	\$0.00
JV112224	303106	PAY REFUND ONE TIME	FORSTER, SEBASTIAN	UB 86040 53 MULBERRY	\$50.00	\$0.00
JV112224	303107	PAY REFUND ONE TIME	LUECK, NICK	UB 82178 2503 HERITAGE	\$125.50	\$0.00
JV112224	303108	PAY REFUND ONE TIME	OLIVER, ANDY	UB 20356 412 8TH	\$24.50	\$0.00
JV112224	303109	PAY REFUND ONE TIME	SELF, KELSEY	UB 24956 325 55TH	\$75.80	\$0.00
JV112224	303110	PAY REFUND ONE TIME	SWENSRUD, DAVID	UB 22022 113 34TH	\$11.55	\$0.00
JV112224	303111	PAY REFUND ONE TIME	VEDVIG, G	UB 6272 519 23RD	\$10.00	\$0.00
JV112224	303112	PAY REFUND ONE TIME	WINN CONSTRUCTION	UB 14292 1310 3RD	\$40.48	\$0.00
JV112224	303113	PAY REFUND ONE TIME	WORSHAM, ETHAN	UB 21618 403 18TH	\$86.89	\$0.00
JV112224	303114	PAY RMB ENVIRONMENTAL LABORATORIES		Wet Toxicity test	\$660.00	\$0.00
JV112224	303115	RUSSELL CANTRELL		RC-1030 Rental Assistance	\$518.82	\$0.00
JV112224	303116	SHORT ELLIOTT		WETLAND MITIGATION	\$276,480.58	\$0.00
JV112224	303117	HENDRICKSON. INC SOLTIS BUSINESS		CONSTRUCTIO Wearing apparel	\$643.65	\$0.00
JV112224	303119	FORMS CO. SOURIS RIVER JOINT WATER RESOURCE		EATON IRRIGATION WATER MANAGEM	\$621,314.51	\$0.00

JV112224	303120	SRF CONSULTING GROUP	4753 - 16TH ST INTER REHAB TAS	\$1,399.70	\$0.00
JV112224	303121	SUNDRE SAND & GRAVEL, INC.	Rip Rap for Lagoon dike repair	\$53,937.80	\$0.00
JV112224	303122	SWANSTON EQUIPMENT COMPANIES	015; GUTTER BROOM FOR JOHNSTON	\$2,066.57	\$0.00
JV112224	303123	TARA KENNER	RC-1060 Rental Assistance	\$848.25	\$0.00
JV112224	303124	TEAM ELECTRONICS, INC.	REPAIRED JOINT AND BENCH TEST	\$2,304.80	\$0.00
JV112224	303125	THOMSON REUTERS- WEST PAYMENT CENTER	Online/Software Subscription	\$387.00	\$0.00
JV112224	303126	TIM & GAYLENE RYAN	RC-1020 Rental Assistance	\$309.27	\$0.00
JV112224	303127	TIMMONS GROUP	4705 - CITYWORKS AND GIS SUPPO	\$3,920.00	\$0.00
JV112224	303128	TRINITY HEALTH	Trinity Inmate Invoice for ER	\$2,913.60	\$0.00
JV112224	303129	TRINITY MEDICAL GROUP	Trinity Inmate Invoice for ER	\$480.00	\$0.00
JV112224	303130	TYLER TECHNOLOGIES, INC.	Enterprise Fire Field Mobile w	\$27,220.82	\$0.00
JV112224	303131	TYR TACTICAL	21 BALLISTIC VESTS	\$55,449.00	\$0.00
JV112224	303132	U.S. POST OFFICE	UB BULK MAIL PAYMENT RETURN TO POSTAGE/SHIPPING	\$5,000.00	\$0.00
JV112224	303133	UNITED MAILING SERVICE		\$293.02	\$0.00
JV112224	303134	UNUM LIFE INSURANCE	Additional Payment March & Se	\$57,621.17	\$0.00
JV112224	303135	VERENDRYE ELECTRIC	New Service- Warning Siren at	\$200.00	\$0.00
AP197	100006306	VERENDRYE ELECTRIC	October 2024 Verendrye	\$69,954.62	\$0.00
JV112224	303136	VISIT MINOT	LODGING TAXES COLLECTED	\$17,320.99	\$0.00
JV112224	303137	WALLWORK TRUCK CENTER	HUBCAP; OIL HUBCAPS	\$21.75	\$0.00
JV112224	303138	MINOT WESTLIE TRUCK CENTER	007; 125A MIDIFUSE	\$12,927.09	\$0.00
Total				\$6,689,802.60	\$171,850.00

Posting date	Transaction date	Supplier	Amount
10/30/2024	10/28/2024	Menards Minot Nd	29.73
10/30/2024	10/28/2024	Delta Air	817.95
10/30/2024	10/28/2024	Nova Fire Protection	180.00
10/30/2024	10/28/2024	The Home Depot #3703	65.22
10/30/2024	10/28/2024	Menards Minot Nd	72.05
10/30/2024	10/28/2024	Carquest Auto	1,055.04
10/30/2024	10/28/2024	Budget Music And Video	30.00
10/30/2024	10/28/2024	Main Street Books	180.00
10/30/2024	10/28/2024	Ward County Recorder	20.00
10/30/2024	10/28/2024	Municipal(M3)*service Fe	1.50
10/30/2024	10/28/2024	Delta Air	772.95
10/30/2024	10/29/2024	2pitney Bowes Inc.	59.90
10/30/2024	10/29/2024	Thorsrud Supply Co	128.30
10/30/2024	10/29/2024	Novaspect Holdingsnoaspec	3,090.87
10/30/2024	10/29/2024	Omni Explosives	597.00
10/30/2024	10/29/2024	Amazon.Com*zx0d759n3	7.99
10/30/2024	10/29/2024	Amazon.Com*gd79j9273	533.33
10/30/2024	10/29/2024	Micro Marketing Llc	353.48
10/30/2024	10/29/2024	Sq *the Bark Porch Inc	120.00
10/30/2024	10/29/2024	Amazon Mktp	31.77
10/30/2024	10/29/2024	Best Buy 00010637	(17.20)
10/30/2024	10/29/2024	Nite Train Pizza	30.00
10/30/2024	10/29/2024	Dakota Supply Group - Ws	107.09
10/30/2024	10/29/2024	Macs Minot, Nd	45.25
10/31/2024	10/29/2024	Carquest Auto	6.72
10/31/2024	10/29/2024	Menards Minot Nd	28.96
10/31/2024	10/29/2024	Menards Minot Nd	248.68
10/31/2024	10/29/2024	Napa Parts 0027632	304.23
10/31/2024	10/29/2024	Winsupply Minot Nd	1,261.39
10/31/2024	10/29/2024	Officemax/Depot 6513	152.36
10/31/2024	10/29/2024	Menards Minot Nd	66.46
10/31/2024	10/30/2024	Amazon Reta* Xw6cb3p53	63.70
10/31/2024	10/30/2024	Amazon Reta* P31ih64v3	51.96
10/31/2024	10/30/2024	Jcpenney 1976	240.99
10/31/2024	10/30/2024	Batteries Plus #0639	107.80
10/31/2024	10/30/2024	Sp Redline K9	69.94
10/31/2024	10/30/2024	Ideal Blasting Supply	494.35
10/31/2024	10/30/2024	Runnings Of Grand Forks	205.40
10/31/2024	10/30/2024	Amazon.Com*6x81p59d3	172.10
10/31/2024	10/30/2024	Amazon Mktp	249.90
10/31/2024	10/30/2024	Signstoday, Inc	90.00
10/31/2024	10/30/2024	Dacotah Paper Co	2,246.28
10/31/2024	10/30/2024	Dacotah Paper Co	2,246.28
10/31/2024	10/30/2024	Core & Main - Nd002	998.00
10/31/2024	10/30/2024	Core & Main - Nd002	81.66
10/31/2024	10/30/2024	Tfs*fishersci Ecom Hus	93.00

10/31/2024	10/30/2024 Amazon Reta* Lh5kb6p43	18.75
10/31/2024	10/30/2024 Tfs*fishersci Ecom Hus	200.00
10/31/2024	10/30/2024 Linde Gas & Equipment Inc	24.28
10/31/2024	10/30/2024	1.08
10/31/2024	10/30/2024 Sync	108.00
10/31/2024	10/30/2024 Column Public Notice	149.76
10/31/2024	10/30/2024 Column Public Notice	34.32
10/31/2024	10/30/2024 Column Public Notice	67.08
11/1/2024	10/30/2024 Autopay/Dish Ntwk	209.10
11/1/2024	10/30/2024 Office Depot #1090	159.96
11/1/2024	10/30/2024 All Safe Industries	445.51
11/1/2024	10/30/2024 Rhi Supply Minot	270.85
11/1/2024	10/30/2024 Officemax/Depot 6513	465.82
11/1/2024	10/30/2024 Marketplace Foods	29.94
11/1/2024	10/30/2024 Rhi Supply Minot	342.18
11/1/2024	10/31/2024 Macs Minot, Nd	88.95
11/1/2024	10/31/2024 Amazon Mark* Zn6cm00v3	51.83
11/1/2024	10/31/2024 Amazon Mark* 0c01d48f3	71.76
11/1/2024	10/31/2024 Amazon Reta* Dz2lz7vn3	138.00
11/1/2024	10/31/2024 Amazon Mark* Be7yv9q23	42.94
11/1/2024	10/31/2024 Mp-*minot Afb Club	13.71
11/1/2024	10/31/2024 Government Finance Offic	150.00
11/1/2024	10/31/2024 Amazon Mktpl	117.00
11/4/2024	10/30/2024 Officemax/Depot 6513	(229.90)
11/4/2024	10/31/2024 Carquest Auto	293.58
11/4/2024	10/31/2024 Carquest Auto	657.74
11/4/2024	10/31/2024 Rhi Supply Minot	52.61
11/4/2024	10/31/2024 Menards Minot Nd	25.44
11/4/2024	10/31/2024 North Prairie Rural Wate	112.51
11/4/2024	10/31/2024 Menards Minot Nd	6.69
11/4/2024	10/31/2024 Menards Minot Nd	18.65
11/4/2024	11/1/2024 Farstad Oil Minot	313.91
11/4/2024	11/1/2024 Margo Supplies Llc	263.00
11/4/2024	11/1/2024 Menards Minot Nd	37.92
11/4/2024	11/1/2024 Usps Po 3762880701	146.00
11/4/2024	11/1/2024 Boot Barn #119	200.00
11/4/2024	11/1/2024 Napa Parts 0027632	207.68
11/4/2024	11/1/2024 Zoro Tools Inc	362.90
11/4/2024	11/1/2024 Spi*directv Service	152.99
11/4/2024	11/1/2024 Amazon Mktpl	40.80
11/4/2024	11/1/2024 Amazon Mktpl	59.99
11/4/2024	11/1/2024 Amazon Reta* Am2jz3qy3	29.99
11/4/2024	11/1/2024 Amzn Mktp Us	34.78
11/4/2024	11/1/2024 Acme Tools Minot	184.74
11/4/2024	11/1/2024 Scheels Minot	67.96
11/4/2024	11/1/2024 Border States Industries	158.56
11/4/2024	11/1/2024 Dacotah Paper Co	199.75

11/4/2024	11/1/2024 Menards Minot Nd	27.50
11/4/2024	11/1/2024 Rhi Supply Minot	56.68
11/4/2024	11/1/2024 Menards Minot Nd	7.71
11/4/2024	11/1/2024 Amzn Mktp Us	59.95
11/4/2024	11/1/2024 Cenex-Farmers Union Oil	50.42
11/4/2024	11/1/2024 The Home Depot #3703	169.00
11/4/2024	11/1/2024 Scheels Minot	359.98
11/4/2024	11/1/2024 Asfpm	80.00
11/4/2024	11/1/2024 North Prairie Rural Wate	60.82
11/4/2024	11/1/2024 Ck Holiday # 06431	210.00
11/4/2024	11/2/2024 Wal-Mart #1636	169.00
11/4/2024	11/2/2024 Nddot - Motor Vehicle	8.00
11/4/2024	11/2/2024 Nddot - Motor Vehicle	8.00
11/4/2024	11/2/2024 Nddot - Motor Vehicle	57.00
11/4/2024	11/2/2024 National Registry Emt	25.00
11/4/2024	11/2/2024 Amazon Mark* 152xm9fb3	13.98
11/4/2024	11/2/2024 Surveysparrow	39.00
11/4/2024	11/2/2024 United	40.00
11/4/2024	11/2/2024 United	40.00
11/4/2024	11/3/2024 Amazon Mark* 3u9sd3x13	137.80
11/4/2024	11/3/2024 Marketplace Foods	99.84
11/5/2024	10/31/2024 Dacotah Paper Co	(2,246.28)
11/5/2024	11/3/2024 United	40.00
11/5/2024	11/4/2024 Ebay O*06-12181-48677	(570.00)
11/5/2024	11/4/2024 Amazon Mark* 908it2fz3	45.99
11/5/2024	11/4/2024 Amazon Reta* 0c6wb9753	14.99
11/5/2024	11/4/2024 Amazon Reta* 7j2iq8aq3	632.61
11/5/2024	11/4/2024 Amazon Reta* Nr7wy4te3	64.97
11/5/2024	11/4/2024 Amazon Mark* T108j7063	166.90
11/5/2024	11/4/2024 Runnings Of Minot	42.99
11/5/2024	11/4/2024 Www.Ndpelsboard.Org	110.00
11/5/2024	11/4/2024 Schocks Safe And Lock Se	28.00
11/5/2024	11/4/2024 Usps Po 3762880701	6.20
11/5/2024	11/4/2024 Batteries Plus #0639	102.05
11/5/2024	11/4/2024 Scheels Minot	(149.99)
11/5/2024	11/4/2024 Srt Communications, Inc	573.13
11/5/2024	11/4/2024 Srt Communications, Inc	963.88
11/5/2024	11/4/2024 Srt Communications, Inc	9,936.97
11/5/2024	11/4/2024 Vco*scandinavian Herit	30.00
11/5/2024	11/4/2024 Priority Dispatch Corp	425.00
11/5/2024	11/4/2024 Hotel*reservations.Com	571.40
11/5/2024	11/4/2024 Imsafws Certification	570.00
11/6/2024	11/4/2024 Farstad Oil Minot	303.58
11/6/2024	11/4/2024 Weathertap	99.95
11/6/2024	11/4/2024 Otr North Hill 80121	11.00
11/6/2024	11/4/2024 Officemax/Depot 6513	56.99
11/6/2024	11/4/2024 Menards Minot Nd	11.97

11/6/2024	11/4/2024 Menards Minot Nd	59.22
11/6/2024	11/4/2024 Rhi Supply Minot	102.30
11/6/2024	11/4/2024 Menards Minot Nd	14.99
11/6/2024	11/4/2024 Menards Minot Nd	60.08
11/6/2024	11/4/2024 Esri	39,700.00
11/6/2024	11/4/2024 Fedex	14.50
11/6/2024	11/4/2024 Www.Reservations.Com	56.26
11/6/2024	11/4/2024 Allegnt Air,wpk	219.00
11/6/2024	11/5/2024 All American Trophies & S	45.00
11/6/2024	11/5/2024 Magic City Car Wash	560.00
11/6/2024	11/5/2024 Zoro Tools Inc	131.03
11/6/2024	11/5/2024 Bootbarn.Com	188.11
11/6/2024	11/5/2024 Enerbase	61.90
11/6/2024	11/5/2024 All American Trophies & S	36.00
11/6/2024	11/5/2024 Fireside Office Solution	12.34
11/6/2024	11/5/2024 Amazon Mark* 158kk31j3	150.23
11/6/2024	11/5/2024 Column Public Notice	383.76
11/6/2024	11/5/2024 Amzn Mktp Us	549.99
11/6/2024	11/5/2024 Tlo Transunion	188.40
11/6/2024	11/5/2024 Winsupply Minot Nd	307.75
11/6/2024	11/5/2024 Lowes Printing	315.00
11/6/2024	11/5/2024 Imsafws Certification	395.00
11/6/2024	11/5/2024 Sq *the Bark Porch Inc	120.00
11/6/2024	11/6/2024 Dmi* Dell Bus Online	(97.55)
11/6/2024	11/6/2024 Nd Secretary Of State	10.00
11/6/2024	11/6/2024 Dmi* Dell K-12/Govt	2,490.06
11/7/2024	11/5/2024 Rhi Supply Minot	43.94
11/7/2024	11/5/2024 Menards Minot Nd	21.99
11/7/2024	11/5/2024 Red Wing Shoes #825	242.99
11/7/2024	11/5/2024 Red Wing Shoes #825	251.99
11/7/2024	11/5/2024 Red Wing Shoes #825	242.99
11/7/2024	11/5/2024 Menards Minot Nd	10.69
11/7/2024	11/5/2024 Boot Barn #119	249.99
11/7/2024	11/5/2024 So Pt Hotel And Casino	197.75
11/7/2024	11/5/2024 Allegnt Air,j9s	219.00
11/7/2024	11/6/2024 All American Trophies & S	25.50
11/7/2024	11/6/2024 All American Trophies & S	144.00
11/7/2024	11/6/2024 All American Trophies & S	56.00
11/7/2024	11/6/2024 Fastenal Company 01ndmin	135.41
11/7/2024	11/6/2024 Schocks Safe And Lock Se	9.95
11/7/2024	11/6/2024 Dacotah Paper Co	1,184.82
11/7/2024	11/6/2024 Dacotah Paper Co	955.13
11/7/2024	11/6/2024 Verizonwrlss	170.16
11/7/2024	11/6/2024 Tmg Business Services	526.50
11/7/2024	11/6/2024 Acme Tools Minot	367.30
11/7/2024	11/6/2024 Amazon Mark* 6o0kt68p3	30.02
11/7/2024	11/6/2024 Sq *graphics Lettering &	1,282.00

11/7/2024	11/6/2024 Amazon Mktp	37.58
11/7/2024	11/6/2024 Fedex	67.19
11/7/2024	11/6/2024 Civicplus	2,617.20
11/7/2024	11/6/2024 Flash Valet	1,650.00
11/7/2024	11/6/2024 Harbor Freight Tools3246	18.67
11/7/2024	11/6/2024 Kaminsky,sullenberger	400.00
11/7/2024	11/6/2024 Pshra Public Sector Hr	3,291.75
11/8/2024	11/6/2024 Boot Barn #119	200.00
11/8/2024	11/6/2024 Menards Minot Nd	5.56
11/8/2024	11/6/2024 Napa Parts 0027632	363.86
11/8/2024	11/6/2024 Menards Minot Nd	31.98
11/8/2024	11/6/2024 Napa Parts 0027632	11.90
11/8/2024	11/6/2024 Menards Minot Nd	18.44
11/8/2024	11/6/2024 Material Testing Services	2,867.03
11/8/2024	11/6/2024 Material Testing Services	781.73
11/8/2024	11/6/2024 Material Testing Services	1,830.15
11/8/2024	11/6/2024 Material Testing Services	305.03
11/8/2024	11/7/2024 Shsnd-Archives	8.00
11/8/2024	11/7/2024 Amzn Mktp Us	41.99
11/8/2024	11/7/2024 Kates-Boylston Publica	49.00
11/8/2024	11/7/2024 North Country Sports	20.00
11/8/2024	11/7/2024 North Country Sports	12.00
11/8/2024	11/7/2024 In *dakota Fire Extinguis	61.14
11/8/2024	11/7/2024 Runnings Of Grand Forks	108.80
11/8/2024	11/7/2024 Fireside Office Solution	823.77
11/8/2024	11/7/2024 Acme Tools Minot	2.99
11/8/2024	11/7/2024 Amazon Mark* Nd7z00t83	20.49
11/8/2024	11/7/2024 Verizonwrlss	29.45
11/8/2024	11/7/2024 Verizonwrlss	105.10
11/8/2024	11/7/2024 Gerdau Ameristeel Minot	2,328.14
11/8/2024	11/7/2024 Amazon Mktp	14.99
11/8/2024	11/7/2024 Runnings Of Minot	169.95
11/8/2024	11/7/2024 Acme Tools Minot	139.00
11/8/2024	11/7/2024 Acme Tools Minot	1,036.91
11/8/2024	11/7/2024 Fsp*uniform Center	582.88
11/8/2024	11/7/2024 Py *swanson & Warcup, Ltd	3,799.00
11/8/2024	11/7/2024 Galls	164.19
11/8/2024	11/7/2024 Galls	151.73
11/8/2024	11/7/2024 Galls	155.18
11/8/2024	11/7/2024 Galls	241.47
11/8/2024	11/8/2024 International Municipa	510.00
11/11/2024	11/7/2024 Menards Minot Nd	21.54
11/11/2024	11/7/2024 Napa Parts 0027632	303.37
11/11/2024	11/7/2024 Menards Minot Nd	59.94
11/11/2024	11/7/2024 Fedex	12.25
11/11/2024	11/8/2024 Amazon Mktp	299.00
11/11/2024	11/8/2024 Dakota Supply Group - Ws	8.76

11/11/2024	11/8/2024 Dakota Supply Group - Ws	426.73
11/11/2024	11/8/2024 Amazon Mktp	187.72
11/11/2024	11/8/2024 Menards Minot Nd	137.92
11/11/2024	11/8/2024 Gravel Products Inc.	453.79
11/11/2024	11/8/2024 United	40.00
11/11/2024	11/8/2024 Sq *graphics Lettering &	1,493.50
11/11/2024	11/8/2024 Graybar Electric	536.47
11/11/2024	11/8/2024 Dakota Fluid Power, Inc.	172.22
11/11/2024	11/8/2024 Rdo Equipment-Minot	65.15
11/11/2024	11/8/2024 American Association O	660.00
11/11/2024	11/8/2024 Harbor Freight Tools3246	15.98
11/11/2024	11/8/2024 Galls	250.56
11/11/2024	11/8/2024 Rdo Equipment-Minot	1.89
11/11/2024	11/8/2024 Menards Minot Nd	44.58
11/11/2024	11/8/2024 Butler Machinery Company	698.01
11/11/2024	11/8/2024 Material Testing Services	482.21
11/11/2024	11/8/2024 Material Testing Services	7,300.00
11/11/2024	11/8/2024 Core & Main - Nd002	1,612.78
11/11/2024	11/8/2024 Officemax/Depot 6513	7.38
11/11/2024	11/8/2024 Staples Inc 00209908	891.92
11/11/2024	11/9/2024 Menards Minot Nd	23.34
11/11/2024	11/9/2024 Verizonwrlss	71.99
11/11/2024	11/9/2024 Amazon Mktp	441.86
11/11/2024	11/9/2024 Fedex	24.97
11/11/2024	11/10/2024 Pawtree	206.09
11/11/2024	11/10/2024 Hlu*huluplus	92.98
11/11/2024	11/10/2024 Insptools	297.10
11/12/2024	11/10/2024 Menards Minot Nd	135.70
11/12/2024	11/10/2024 Menards Minot Nd	55.94
11/12/2024	11/11/2024 Minnesota Valley Testing	444.00
11/12/2024	11/11/2024 Bwy*airport Consultants	59.00
11/12/2024	11/11/2024 Grammarly Co	144.00
11/12/2024	11/11/2024 Amazon Mark* 6j0022py3	426.94
11/12/2024	11/11/2024 Amazon Mark* Np32l5323	127.53
11/12/2024	11/11/2024 Ndrin-Nd Land Records	30.00
11/12/2024	11/11/2024 West Oaks Animal Hospital	219.40
11/12/2024	11/11/2024 Grainger	631.14
11/12/2024	11/11/2024 Grainger	197.15
11/13/2024	11/11/2024 Dominos 1882	104.86
11/13/2024	11/12/2024 Amazon Mktp	23.99
11/13/2024	11/12/2024 Vzwrlls*apocc Visb	40.01
11/13/2024	11/12/2024 Amzn Mktp Us	832.20
11/13/2024	11/12/2024 Gemar Photography	200.00
11/13/2024	11/12/2024 Overdrive Dist	170.75
11/13/2024	11/12/2024 Amzn Mktp Us	16.90
11/13/2024	11/12/2024 Amzn Mktp Us	44.00
11/13/2024	11/12/2024 Adobe *adobe	29.99

11/13/2024	11/12/2024 Smiths Detection Inc	76.75
11/13/2024	11/12/2024 Amzn Mktp Us	24.83
11/13/2024	11/12/2024 Amzn Mktp Us	32.53
11/13/2024	11/12/2024 Macs Minot, Nd	44.99
11/13/2024	11/12/2024 In *gps Vehicle Tracking	269.00
11/13/2024	11/12/2024 Playaway Products Llc	773.38
11/13/2024	11/12/2024 Macs Minot, Nd	4.11
11/13/2024	11/12/2024 At&t Payment	306.00
11/13/2024	11/12/2024 At&t Payment	440.67
11/13/2024	11/12/2024 2025 Winter Meeting	746.75
11/13/2024	11/12/2024 Staples Inc 00209908	261.73
11/13/2024	11/13/2024 Amazon Reta* Ke48a0u03	87.41
11/13/2024	11/13/2024 Lyft *ride Tue 6pm	22.28
11/14/2024	11/11/2024 Menards Minot Nd	(1.09)
11/14/2024	11/12/2024 Menards Minot Nd	31.95
11/14/2024	11/12/2024 Minot Lumber & Hardwar	(67.62)
11/14/2024	11/12/2024 Minot Lumber & Hardwar	87.77
11/14/2024	11/12/2024 Great Lakes Chapter-Aaae	940.00
11/14/2024	11/13/2024 Acme Tools Minot	99.97
11/14/2024	11/13/2024 Amazon Mktp	53.97
11/14/2024	11/13/2024 Macs Minot, Nd	7.88
11/14/2024	11/13/2024 In *dakota Fire Extinguis	21.87
11/14/2024	11/13/2024 Pp*kalix (Minot Vocationa	57.72
11/14/2024	11/13/2024 Ebeltoft . Sickler . Lawy	420.00
11/14/2024	11/13/2024 Amazon Reta* 774rw8313	18.00
11/14/2024	11/13/2024 Amazon Mark* 8n2nf9373	59.88
11/14/2024	11/13/2024 Amazon Mark* 1q5pb4r73	57.48
11/14/2024	11/13/2024 Amzn Mktp Us	35.52
11/14/2024	11/13/2024 Vzwlss*apocc Visb	3,659.96
11/14/2024	11/13/2024 All American Trophies & S	15.00
11/14/2024	11/14/2024 Amazon Mark* Ca4qo2gm3	54.99
11/14/2024	11/14/2024 Dmi* Dell K-12/Govt	209.99
11/14/2024	11/14/2024 Dmi* Dell K-12/Govt	419.98
11/15/2024	11/13/2024 Prairie Supply Inc	110.00
11/15/2024	11/13/2024 Menards Minot Nd	35.14
11/15/2024	11/13/2024 Rhi Supply Minot	33.98
11/15/2024	11/13/2024 Menards Minot Nd	191.92
11/15/2024	11/13/2024 Menards Minot Nd	18.79
11/15/2024	11/13/2024 Menards Minot Nd	30.84
11/15/2024	11/13/2024 Kum&go 0816r Minot	8.85
11/15/2024	11/13/2024 Rhi Supply Minot	56.68
11/15/2024	11/13/2024 Menards Minot Nd	54.03
11/15/2024	11/13/2024 Officemax/Depot 6513	99.99
11/15/2024	11/13/2024 Fedex	47.41
11/15/2024	11/14/2024 Arrowhead Ace	7.99
11/15/2024	11/14/2024 Macs Minot, Nd	29.99
11/15/2024	11/14/2024 Www.Ndpelsboard.Org	110.00

11/15/2024	11/14/2024 Amazon Mktp	9.15
11/15/2024	11/14/2024 Wal-Mart #1636	71.37
11/15/2024	11/14/2024 In *dakota Fire Extinguis	137.03
11/15/2024	11/14/2024 1000bulbs.Com	7,691.20
11/15/2024	11/14/2024 In *dakota Fire Extinguis	194.58
11/15/2024	11/14/2024 Zoom.Us 888-799-9666	15.99
11/15/2024	11/14/2024 Tmg Business Services	1,932.75
11/15/2024	11/14/2024 Gerdau Ameristeel Minot	73.10
11/15/2024	11/14/2024 Amazon Reta* Uk6np0zl3	508.44
11/15/2024	11/14/2024 Amazon Reta* ly16d23b3	34.73
11/15/2024	11/14/2024 Overdrive Dist	161.00
11/15/2024	11/14/2024 At&t Payment	248.77
11/15/2024	11/14/2024 The Ups Store 1423	29.61
11/15/2024	11/14/2024 Dakota Fluid Power, Inc.	174.29
11/15/2024	11/14/2024 Column Public Notice	390.78
11/15/2024	11/14/2024 Best Buy 00010637	16.11
11/15/2024	11/14/2024 Grainger	557.21
11/15/2024	11/14/2024 Grainger	1,084.53
11/15/2024	11/14/2024 Amazon Mktpplace Pmts	(59.99)
11/15/2024	11/15/2024 Amazon Reta* 5s9vk2gx3	97.34
11/15/2024	11/15/2024 Uline	849.44
11/18/2024	11/13/2024 Paypal	150.00
11/18/2024	11/13/2024 Paypal	150.00
11/18/2024	11/13/2024 Odp Bus Sol Llc# 106513	2,553.84
11/18/2024	11/14/2024 Grand Forks Fire Equip	577.53
11/18/2024	11/14/2024 Menards Minot Nd	75.99
11/18/2024	11/14/2024 Rdo Equipment-Minot	104.82
11/18/2024	11/14/2024 Officemax/Depot 6513	214.24
11/18/2024	11/15/2024 Prairie Supply Inc	122.50
11/18/2024	11/15/2024 Menards Minot Nd	54.52
11/18/2024	11/15/2024 Officemax/Depot 6513	61.47
11/18/2024	11/15/2024 United Rentals	33.48
11/18/2024	11/15/2024 Amazon Mark* Ah0337b63	20.89
11/18/2024	11/15/2024 Power Process Equip 3611	1,775.00
11/18/2024	11/15/2024 Grainger	1,658.69
11/18/2024	11/15/2024 Grainger	1,447.34
11/18/2024	11/15/2024 Delta Air	673.47
11/18/2024	11/15/2024 Delta Air	673.47
11/18/2024	11/15/2024 Costco Whse#1380	17.19
11/18/2024	11/15/2024 Dakota Fluid Power, Inc.	262.18
11/18/2024	11/15/2024 Magic City Garage Door	476.50
11/18/2024	11/15/2024 Brays Saddlery	21.95
11/18/2024	11/15/2024 Brays Saddlery	104.96
11/18/2024	11/15/2024 Amazon Mark* Ev8ty09n3	35.99
11/18/2024	11/15/2024 Amazon Reta* W56d672g3	589.32
11/18/2024	11/15/2024 Amazon Reta* Z861i4cz3	258.53
11/18/2024	11/15/2024 Amazon Reta* 460nb3uu3	40.00

11/18/2024	11/15/2024 Factory Motor Parts (93)	140.48
11/18/2024	11/15/2024 Rdo Equipment-Minot	3,181.86
11/18/2024	11/15/2024 Usps Po 3762880701	9.68
11/18/2024	11/15/2024 Amazon MktpI	66.52
11/18/2024	11/15/2024 Amazon Reta* Zo8xo1f71	11.01
11/18/2024	11/15/2024 Niess Impressions	196.68
11/18/2024	11/15/2024 Office Depot #1090	10.00
11/18/2024	11/15/2024 Officemax/Depot 6513	228.89
11/18/2024	11/15/2024 Odp Bus Sol Llc# 106513	335.26
11/18/2024	11/15/2024 Odp Bus Sol Llc# 106513	11.99
11/18/2024	11/15/2024 Core & Main - Nd002	478.20
11/18/2024	11/15/2024 Vzwrlss*apocc Visb	441.58
11/18/2024	11/15/2024 Minot Veterinary Clinic	5,570.00
11/18/2024	11/15/2024 Galls	157.17
11/18/2024	11/16/2024 Tfs*fisher Sci Atl	(133.50)
11/18/2024	11/16/2024 Nichia America Corporatio	243.00
11/18/2024	11/16/2024 Main Street Books	33.58
11/18/2024	11/16/2024 Nj Criminal	225.00
11/18/2024	11/16/2024 Amazon Mark* Av6i08ly3	450.45
11/18/2024	11/16/2024 Verizonwrlss	372.58
11/18/2024	11/16/2024 Laz Parking L41122-Flash	70.00
11/18/2024	11/16/2024 Marriott Louisville	1,035.40
11/18/2024	11/16/2024 Lyft *ride Sat 4am	31.85
11/18/2024	11/16/2024 Tfs*fishersci Ecom Hus	155.38
11/18/2024	11/16/2024 Dmi* Dell K-12/Govt	209.99
11/18/2024	11/16/2024 Marriott Louisville	1,035.40
11/18/2024	11/17/2024 Amazon.Com*ub8k37xr3	18.00
11/18/2024	11/17/2024 Amazon Mark* Pu3z71nd3	205.89
11/18/2024	11/17/2024 Tcc	163.50
11/18/2024	11/17/2024 Amazon Reta* ly9nz4683	475.98
11/18/2024	11/18/2024 All Americ* Minot Poli	40.00
11/18/2024	11/18/2024 Amazon Mark* Ng6sq4jj3	616.09
11/18/2024	11/18/2024 5.11, Inc.	926.06
11/19/2024	11/18/2024 Cash Wise Foods #30	29.34
11/19/2024	11/18/2024 Fema Nfip Flood Insurance	1,324.00
11/19/2024	11/18/2024 Dakota Supply Group - Ws	142.71
11/19/2024	11/18/2024 In *the Ctk Group	500.00
11/19/2024	11/18/2024 In *the Ctk Group	500.00
11/19/2024	11/18/2024 Amazon MktpI	6.99
11/19/2024	11/18/2024 470 Auto Value - Minot	77.94
11/19/2024	11/18/2024 Macs Minot, Nd	19.82
11/19/2024	11/18/2024 Arrowhead Ace	39.99
11/19/2024	11/18/2024 Sq *bearscat Minot	65.00
11/19/2024	11/19/2024 Dmi* Dell K-12/Govt	2,587.04
11/19/2024	11/19/2024 Dmi* Dell K-12/Govt	12.45
11/20/2024	11/18/2024 West Oaks Animal Hospital	49.22
11/20/2024	11/18/2024 Stop & Shop	16.22

11/20/2024	11/18/2024 Menards Minot Nd	50.96
11/20/2024	11/18/2024 Menards Minot Nd	14.44
11/20/2024	11/18/2024 Carquest Auto	1,365.48
11/20/2024	11/18/2024 Menards Minot Nd	9.99
11/20/2024	11/18/2024 Officemax/Depot 6513	22.77
11/20/2024	11/18/2024 Au DbA Ncat Web	650.00
11/20/2024	11/19/2024 Tractor-Supply-Co #0130	23.99
11/20/2024	11/19/2024 Macs Minot, Nd	974.40
11/20/2024	11/19/2024 Arrowhead Ace	8.59
11/20/2024	11/19/2024 In *dakota Fire Extinguis	1,447.35
11/20/2024	11/19/2024 Enerbase	10.08
11/20/2024	11/19/2024 Smartsign	203.50
11/20/2024	11/19/2024 Core & Main - Nd002	9,114.92
11/20/2024	11/19/2024 North Country Sports	2,073.10
11/20/2024	11/19/2024 Gaffaneys Of Minot Inc	421.12
11/20/2024	11/19/2024 Core & Main - Nd002	126.29
11/20/2024	11/19/2024 At&t Payment	1,077.36
11/20/2024	11/19/2024 Core & Main - Nd002	33,718.21
11/20/2024	11/19/2024 Core & Main - Nd002	2,531.75
11/20/2024	11/19/2024 Marketplace Foods	20.99
11/20/2024	11/19/2024 Harbor Freight Tools3246	159.99
11/20/2024	11/19/2024 Staples Inc 00209908	1,265.27
11/20/2024	11/20/2024 Dmi* Dell K-12/Govt	1,176.67
11/21/2024	11/19/2024 Rhi Supply Minot	46.46
11/21/2024	11/19/2024 Napa Parts 0027632	172.78
11/21/2024	11/19/2024 Officemax/Depot 6513	27.99
11/21/2024	11/19/2024 Cenex-Express Mart	12.49
11/21/2024	11/19/2024 West Oaks Animal Hospital	80.10
11/21/2024	11/19/2024 Napa Parts 0027632	337.32
11/21/2024	11/19/2024 Prairie Supply Inc	398.50
11/21/2024	11/19/2024 American Association O	75.00
11/21/2024	11/19/2024 Menards Minot Nd	18.17
11/21/2024	11/19/2024 Municipay(M3)*service Fe	1.50
11/21/2024	11/19/2024 Ward County Recorder	20.00
11/21/2024	11/19/2024 Menards Minot Nd	43.96
11/21/2024	11/19/2024 Office Depot #1090	99.99
11/21/2024	11/19/2024 The Home Depot #3703	155.89
11/21/2024	11/19/2024 West Oaks Animal Hospital	387.78
11/21/2024	11/20/2024 Graybar Electric	117.36
11/21/2024	11/20/2024 470 Auto Value - Minot	144.30
11/21/2024	11/20/2024 2pitney Bowes Inc.	29.04
11/21/2024	11/20/2024 Awg 2557	507.38
11/21/2024	11/20/2024 Amazon.Com*831sc4gk3	89.93
11/21/2024	11/20/2024 Acme Tools Minot	25.02
11/21/2024	11/20/2024 Att	51.00
11/21/2024	11/20/2024 Amzn Mktp Us	11.80
11/21/2024	11/20/2024 Core & Main - Nd002	112.20

11/21/2024	11/20/2024 Graybar Electric	225.30
11/21/2024	11/20/2024 Tfs*fishersci Ecom Hus	50.44
11/21/2024	11/20/2024 Lowes Printing	525.00
11/21/2024	11/20/2024 Galls	151.73
11/21/2024	11/20/2024 National Academies Of Eme	110.00
11/22/2024	11/20/2024 The Public Safety Stor	1,021.50
11/22/2024	11/20/2024 Office Depot #1090	58.17
11/22/2024	11/20/2024 Officemax/Depot 6513	12.26
11/22/2024	11/21/2024 Iacp	220.00
11/22/2024	11/21/2024 Scheels Minot	199.98
11/22/2024	11/21/2024 470 Auto Value - Minot	449.55
11/22/2024	11/21/2024 North Country Sports	124.00
11/22/2024	11/21/2024 Ferguson Entprs 3094	275.40
11/22/2024	11/21/2024 All American Trophies & S	142.00
11/22/2024	11/21/2024 North Country Sports	156.00
11/22/2024	11/21/2024 Trestle Taphouse	153.93
11/22/2024	11/21/2024 Scheels Minot	59.99
11/22/2024	11/21/2024 Dacotah Paper Co	346.50
11/22/2024	11/21/2024 Alls Hands Fire Equipment	837.20
11/22/2024	11/21/2024 Amzn Mktp Us	15.27
11/22/2024	11/21/2024 Amzn Mktp Us	24.95
11/22/2024	11/21/2024 Mowbray & Son Inc	478.96
11/22/2024	11/21/2024 Amazon Mark* 434mb6hq3	10.99
11/22/2024	11/21/2024 Amzn Mktp Us	14.95
11/22/2024	11/21/2024 Amzn Mktp Us	12.99
11/22/2024	11/21/2024 Lowes Printing	168.00
11/22/2024	11/21/2024 Amazon Mktp	249.98
11/22/2024	11/21/2024 Column Public Notice	63.96
11/22/2024	11/21/2024 Column Public Notice	562.38
11/22/2024	11/21/2024 Scheels Minot	4,791.38
11/22/2024	11/21/2024 Amazon Reta* 4p1s49v13	35.31
11/22/2024	11/21/2024 Py *swanson & Warcup, Ltd	174.00
11/22/2024	11/21/2024 Py *swanson & Warcup, Ltd	87.00
11/22/2024	11/21/2024 Py *swanson & Warcup, Ltd	174.00
11/22/2024	11/21/2024 Column Public Notice	386.10
11/25/2024	11/21/2024 West Oaks Animal Hospital	300.00
11/25/2024	11/21/2024 West Oaks Animal Hospital	67.60
11/25/2024	11/21/2024 Menards Minot Nd	56.97
11/25/2024	11/21/2024 Apa	688.00
11/25/2024	11/21/2024 Briteway Window Cleaning	285.00
11/25/2024	11/21/2024 Menards Minot Nd	127.39
11/25/2024	11/21/2024 Minot Daily News	273.00
11/25/2024	11/22/2024 Menards Minot Nd	168.88
11/25/2024	11/22/2024 National Registry Emt	25.00
11/25/2024	11/22/2024 Napa Parts 0027632	10.19
11/25/2024	11/22/2024 Amzn Mktp Us	41.53
11/25/2024	11/22/2024 Marathon Petro267856	134.15

11/25/2024	11/22/2024 Caseys #3364	90.33
11/25/2024	11/22/2024 Menards Minot Nd	5.36
11/25/2024	11/22/2024 The Home Depot #3703	707.67
11/25/2024	11/22/2024 Grand Forks Fire Equip	569.04
11/25/2024	11/22/2024 Harbor Freight Tools3246	15.98
11/25/2024	11/22/2024 Marketplace Foods	41.93
11/25/2024	11/22/2024 Spi*directv Service	164.98
11/25/2024	11/22/2024 Acme Tools Minot	439.12
11/25/2024	11/22/2024 Amzn Mktp Us	26.05
11/25/2024	11/22/2024 Amazon Reta* 1t8ob6sp3	22.49
11/25/2024	11/22/2024 Amazon Mark* 269s322s3	15.00
11/25/2024	11/22/2024 National Registry Emt	25.00
11/25/2024	11/22/2024 Menards Minot Nd	221.96
11/25/2024	11/22/2024 Scheels Minot	155.99
11/25/2024	11/22/2024 At&t Payment	91.92
11/25/2024	11/22/2024 Microsoft*store	32.24
11/25/2024	11/22/2024 Apex Minec* Apex Hosti	49.92
11/25/2024	11/22/2024 Best Buy 00010637	(16.11)
11/25/2024	11/22/2024 Menards Minot Nd	21.96
11/25/2024	11/22/2024 Fedex282157279772	12.25
11/25/2024	11/22/2024 Merlinsfab.Com	335.00
11/25/2024	11/22/2024 Officemax/Depot 6513	90.78
11/25/2024	11/22/2024 Chewy.Com	86.80
11/25/2024	11/22/2024 Amazon Mktpplace Pmts	(11.89)
11/25/2024	11/22/2024 Canon Direct	464.96
11/25/2024	11/23/2024 Zoom.Us 888-799-9666	165.17
11/25/2024	11/23/2024 Napa Parts 0027632	4.49
11/25/2024	11/23/2024 Amazon Mark* Ag8xl3ft3	41.63
11/25/2024	11/23/2024 Usabluebook	224.01
11/25/2024	11/23/2024 Amazon Mark* 1x9lf3ym3	90.08
11/25/2024	11/23/2024 Amazon Reta* 7o9gr3z83	75.92
11/25/2024	11/23/2024 Amazon Mark* 3h4zj9pj3	14.54
11/25/2024	11/23/2024 Amazon Reta* Z43d48ng3	12.99
11/25/2024	11/23/2024 Amazon Mktpl	161.98
11/25/2024	11/23/2024 Amazon Mktpl	60.46
11/25/2024	11/23/2024 Galls	164.19
11/25/2024	11/23/2024 Galls	415.89
11/25/2024	11/23/2024 Galls	270.99
11/25/2024	11/24/2024 Chewy.Com	235.58
11/25/2024	11/24/2024 Amazon Mktpl	92.98
11/25/2024	11/24/2024 Amazon Mark* Ua6q56593	19.95
11/25/2024	11/24/2024 Amazon Mark* Ox0zg1lz3	109.16
11/25/2024	11/24/2024 Amazon.Com*xx6nq3wk3	34.97
11/25/2024	11/25/2024 Amazon Mark* 8s64j4193	326.25
11/25/2024	11/25/2024 Dmi* Dell K-12/Govt	1,176.67

276,946.64

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES

Charge these funds:

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

Electronic Payments:

AFLAC	-
BCBS	647,836.67
Federal Tax Withholding	-
Deferred Comp	-
NDPERS	-
ND PERS Service Credit	-
Empower	65,059.35
Verendrye	69,954.62
Montana Dakota Utilities	15,527.02
Xcel Energy	117,293.53
Discovery Benefits	4,860.21
Unum Group Insurance	-
Provident Life	-
ADP Payroll taxes wire	296,283.15
ADP Payroll Wage garnishment	12,898.77
11/10/2024 & 11/22/2024	
ADP Payroll Taxes wire Alderman	-
ADP Payroll Taxes wire Pension	-
ADP Payroll Taxes wire Council	-
ADP CCD Payroll Fees	15,020.68
CFP-ADA Interest	15,900.00
Total	<u>\$ 1,260,634.00</u>

Department: Airport	
Name	Gross Pay
Baier, Jamison T	\$ 4,100.80
Brock, Vanessa M	\$ 4,167.31
Brock, William	\$ 4,506.66
Choi, Alex M	\$ 5,814.68
Clark, Benjamin P	\$ 3,552.15
Davis, Brandon	\$ 4,863.22
Depriest, Isaac	\$ 4,410.63
Dickson, Earnest edward	\$ 3,752.95
Draper, David	\$ 5,199.69
Eckman, Jennifer Kristin	\$ 11,839.18
Kaminski, Thomas	\$ 3,799.97
Klein, Craig A	\$ 4,217.24
Long, Jessica	\$ 6,268.26
McCuaig, Tyler	\$ 3,290.66
Moody, Sharon	\$ 4,375.64
Norby, Judy	\$ 3,804.41
Ortiz-Pabon, Nelson	\$ 4,500.14
Rafala, Michael	\$ 5,712.44
Romanick, Maria C	\$ 6,585.64
Romero, Melvin Frederick	\$ 3,125.39
Schriock, Brittany R	\$ 4,014.39
Takashige, Alec N	\$ 5,329.93
Urban, Randy N	\$ 2,211.68
Totals for Department Airport	
Total	\$ 109,443.06

Department: Assessors	
Name	Gross Pay
Druse, Damon	\$ 8,360.05
Kamrowski, Ryan L	\$ 8,843.80
Lovelace, Daniel D	\$ 6,610.31
Maragos, Sheila M	\$ 6,944.21
Nelson, Chelsy	\$ 3,920.18
Schlecht, Dustin J	\$ 7,116.84
Totals for Department Assessors	
Total	\$ 41,795.39

Department: Cemetery	
Name	Gross Pay
Kamphuis, Allison Beth	\$ 4,777.34
Roteliuk, Rondel R	\$ 6,775.18

Name	Gross Pay
Seifert, James R	\$ 4,228.94
Zietz, Cole J	\$ 5,408.50
Totals for Department Cemetery	
Total	\$ 21,189.96

Department: City Attorney	
Name	Gross Pay
Dickerson, Corbin	\$ 8,429.22
Henjum, Nathaniel	\$ 4,436.43
Horst, Nancy	\$ 5,378.56
Schmitz, Nick	\$ 7,450.92
Stalheim, Stefanie	\$ 11,327.26
Totals for Department City Attorney	
Total	\$ 37,022.39

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

Department: City Manager	
Name	Gross Pay
Joyce, Thomas C	\$ 13,447.96
McWilliams, Mikayla	\$ 6,115.39
Schraeder, Ann M	\$ 4,680.01
Stein, Jeanne	\$ 6,750.18
Stewart, Harold Leroy	\$ 15,655.34
Totals for Department City Manager	
Total	\$ 46,648.88

Department: City Shop	
Name	Gross Pay
Anderson, Robbie	\$ 3,751.60
Bradford, Emil	\$ 4,047.99
Headrick, Jesse	\$ 1,880.79

Name	Gross Pay
Hermanson, Brook A	\$ 6,421.51
Hughbanks, Brian	\$ 3,958.90
Ortmann, Donald G	\$ 6,043.10
Rivera, Frank R	\$ 4,653.67
Schaubroeck, April S	\$ 3,537.56
Schmidt, Charles Joseph	\$ 7,092.24
Smith, Zachary Thomas	\$ 3,159.38
Totals for Department City Shop	
Total	\$ 44,546.74

Department: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 6,418.20
Bjertness, Lacie J	\$ 4,211.16
Brown, Justice	\$ 5,026.93
Buchweitz, Savanah Raelyn	\$ 3,953.00
Christie, Sean A	\$ 8,727.96
Evans, Amy	\$ 4,233.47
Fahy, Wayne W	\$ 6,749.42
Haugan, Margaret H	\$ 7,450.92
Lausch, Jacqueline	\$ 6,420.23
Lonis, Ashleigh	\$ 5,368.68
Mindt, Haley Marie	\$ 4,379.43
Newman, Samantha	\$ 5,370.34
Okon, Destany Lynn	\$ 3,818.69
Plumadore, Maggie	\$ 3,677.00
Roehm, Brandi	\$ 4,828.85
Sorensen, Elizabeth A	\$ 7,502.85
Van Hill, Shanlya M	\$ 6,881.91
Yost, Braydon Gage	\$ 4,260.08
Totals for Department Dispatch	
Total	\$ 99,279.12

Department: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 6,717.38
Foley, Taylor	\$ 5,685.13
Hernandez, Gabriel	\$ 4,120.24
Hoffart, Jesse	\$ 6,750.18
Huettl, Emily	\$ 9,305.24
King, Matthew R	\$ 6,750.18
Meyer, Lance E	\$ 12,191.88
Ramos, Nicole	\$ 5,539.48
Romann, Alicia A	\$ 5,018.83

Name	Gross Pay
Steckler, Thomas E	\$ 7,450.92
Swartz-Dahl, Sami	\$ 4,776.85
Vorgitch, Julia	\$ 4,436.43
Totals for Department Engineering	
Total	\$ 78,742.74

Department: Finance	
Name	Gross Pay
Burns, Callie S	\$ 6,115.39
Grabow, Randi L	\$ 5,019.15
Lakefield, David	\$ 12,558.64
Molina, Crystal R	\$ 4,592.03
Nerem, Laurisa	\$ 4,328.01
Olson, Jaelee	\$ 4,468.89
Schmidt, Susan	\$ 5,019.15
Shatara, Jenna	\$ 1,109.70
Shefstad, Brittany J	\$ 5,678.64
Shelkey, Melody L	\$ 7,294.21
Van Grinsven, Kristin	\$ 6,268.26
Variste, Jeanny	\$ 4,440.25
Zeece, Holly	\$ 5,405.08
Zelinski, Jenna M	\$ 8,048.91
Totals for Department Finance	
Total	\$ 80,346.31

Department: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 8,430.14
Berg, Lorie A	\$ 5,751.25
Brown, Robby	\$ 6,292.45
Hammer, Stuart	\$ 6,292.46
Kronschnabel-Dostert, Kelli	\$ 12,533.64
Seifert, Travis J	\$ 6,848.25
Summers, Dana W	\$ 5,990.83
Weber, Brent A	\$ 8,430.14
Totals for Department Fire - Administration	
Total	\$ 60,569.16

Department: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 8,819.50
Allen, Scott	\$ 5,122.17
Anderson, Joseph	\$ 4,526.31

Name	Gross Pay
Angelo, Jason	\$ 5,668.89
Baker, Griffin Joseph	\$ 4,441.62
Beck, Kyle W	\$ 8,518.32
Berntson, Austin	\$ 5,150.34
Blackwood, Robert	\$ 5,506.47
Boechler, Matthew A	\$ 4,336.97
Burgess, Justin T	\$ 7,187.00
Burns, Austin T	\$ 8,157.50
Christen, Tyler P	\$ 4,787.43
Coleman, Alexander	\$ 5,859.38
Croxall, Jeremy M	\$ 7,889.16
Degele, Travis W	\$ 8,413.78
Dockter, James	\$ 6,122.60
Eull, Mitchell	\$ 5,088.00
Filkins, Jacob E	\$ 5,755.74
Fylling, Jacob	\$ 4,985.49
Garberg, Tully D	\$ 5,639.89
Ghent, Tyler	\$ 4,101.36
Gilliss, Shane	\$ 10,600.79
Hanselman, Andrew J	\$ 9,106.89
Hanson, Myles	\$ 5,039.63
Hardy, Glen A	\$ 9,041.80
Haskins, Patrick	\$ 4,311.42
Hayden, Jameson	\$ 4,526.31
Kristiansen, Hans	\$ 7,744.63
Laks, Damon	\$ 5,671.22
Laskowski, Paul J	\$ 8,413.78
Lentz, Jacob W	\$ 8,642.00
Mathieson, Mark	\$ 5,110.28
Maxwell, Mason W	\$ 9,964.40
Meadows, Casey D	\$ 7,467.42
Meadows, Jaydee	\$ 5,250.38
Meyer, Trent	\$ 3,887.54
Nelson, Brady Kent	\$ 3,920.18
Nerem, Jesse	\$ 5,668.89
Newman, Phillip	\$ 5,554.11
Olson, Joshua	\$ 5,110.28
Orr, Jeremiah	\$ 5,652.86
Peterson, Aaron P	\$ 7,399.48
Raymond, Daniel	\$ 6,720.89
Rice, Alec D	\$ 4,721.52
Rohrbach, Robert A	\$ 6,199.23
Ross, Michael T	\$ 6,281.71
Rostberg, Casey	\$ 6,269.97
Safranski, Dustin M	\$ 6,860.91

Name	Gross Pay
Schill, Kyle	\$ 4,962.71
Schoenborn, Matthew Lee	\$ 3,737.93
Schriock, Kerry W	\$ 7,931.99
Shoemaker, Charles	\$ 6,126.01
Sickles, Chad	\$ 5,638.32
Staples, Kayden	\$ 3,883.78
Tancabel, Andrew	\$ 5,722.00
Taylor, Matthew	\$ 4,610.88
Tougas, Brady W	\$ 4,556.51
Urban, Augustus	\$ 5,416.67
Walhood, Bradley	\$ 5,285.41
Walter, Devin M	\$ 7,653.06
West, Jason	\$ 8,716.05
Wolf, Hunter	\$ 4,255.00
Zabka, Aaron	\$ 5,122.17
Totals for Department Fire Control	
Total	\$ 384,834.93

Department: Human Resources	
Name	Gross Pay
Jundt, Lisa R	\$ 10,319.72
Porterfield, Monica L	\$ 6,140.39
Scott, Courtney K	\$ 4,921.73
Thurston, Brittany	\$ 6,293.26
Totals for Department Human Resources	
Total	\$ 27,675.10

Department: IT	
Name	Gross Pay
Albertson, Alec	\$ 6,165.82
Herslip, Jacob	\$ 4,139.62
Knudsvig, Miles	\$ 5,218.83
McKibben, Jason S	\$ 8,906.91
Podolski, Tyler	\$ 4,120.18
Ulrickson, Paul M	\$ 8,690.85
Totals for Department IT	
Total	\$ 37,242.21

Department: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 5,820.60
Degroot, Gage	\$ 7,414.49
Dodge, Cindy J	\$ 238.00

Name	Gross Pay
Falkinburg, Delores D	\$ 4,896.19
Hancock, Thomas	\$ 1,729.00
Kilichowski, Owen J	\$ 5,982.46
Kimball, Michelle L	\$ 5,290.08
Murphy, Michael J	\$ 6,919.20
Sickler, Laurie A	\$ 4,896.19
Stewart, Tony Earl	\$ 2,680.00
Tillema, Luke	\$ 9,078.34
Totals for Department Inspections	
Total	\$ 54,944.55

Department: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 4,114.46
Anderson, Melissa Ann	\$ 3,363.56
Boucher, Robbie R	\$ 4,583.86
Bullard-Wolf, Christina	\$ 4,896.19
Bullard-Wolf, Travis D	\$ 3,969.48
Curelo, Steven	\$ 5,328.21
Foster, Krystle A	\$ 3,218.78
Helgeson, David	\$ 5,337.69
Mullikin, Christopher Ryan	\$ 3,299.51
Reimche, Tyler J	\$ 5,527.00
Shefstad, Allen	\$ 7,075.22
Zuck, Darren S	\$ 5,019.76
Totals for Department Landfill	
Total	\$ 55,733.72

Department: Library	
Name	Gross Pay
Aberle, Craig S	\$ 3,600.79
Bickell, Destiny Jayd	\$ 3,164.35
Brown, Leah M	\$ 1,239.55
Carswell, Pamela E	\$ 5,050.30
Fagerland, Benjamin	\$ 1,108.40
Hall, Bradley William	\$ 614.87
Humble, Katie	\$ 494.33
Huseth, Valerie	\$ 3,628.61
Julson, Marcia G	\$ 4,328.35
Lien, Kathryn	\$ 3,544.41
Miller, Emily	\$ 26.18
Monley, Randi D	\$ 4,542.26
Moya, Zhaina	\$ 7,329.41
Ostlund, Emily	\$ 4,541.82

Name	Gross Pay
Payne, Kristina	\$ 174.90
Pecoraro, Betty	\$ 1,967.41
Pikka, Joshua	\$ 5,813.71
Possen, Lacey A	\$ 4,092.12
Prevett, Destiney Raine	\$ 1,292.59
Schneibel, Veronica	\$ 4,293.53
Timothy, Scott D	\$ 5,720.35
Wernecke, Elizabeth MayLynn	\$ 1,140.36
Wheeler, Mary P	\$ 5,413.24
Williams, David J	\$ 738.43
Wolf, Julie M	\$ 3,832.85
Ziegler, Kassandra M	\$ 3,534.45
Totals for Department Library	
Total	\$ 81,227.57

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

Department: Municipal Court	
Name	Gross Pay
Beall, Ashley	\$ 4,618.16
Glines, Morgan	\$ 2,418.75
McNicholas, Andi	\$ 1,850.40
Nishek, Laurie	\$ 5,144.61
Tallman, Nicole	\$ 4,250.13
Totals for Department Municipal Court	
Total	\$ 18,282.05

Department: NAWS Biota Plan	
Name	Gross Pay
Kittelson, Collin	\$ 5,681.46
O'Keefe, Kevin	\$ 5,160.84
Parsons, John	\$ 3,366.08
Plesuk, Sara Dawn	\$ 3,743.47
Sims, Aaron	\$ 3,392.61
Solberg, Dana	\$ 3,348.91
Walker, James Alonso	\$ 4,122.79
Totals for Department NAWS Biota Plan	
Total	\$ 28,816.16

Department: National Disaster Recover

Name	Gross Pay
Plank, Christopher J	\$ 5,820.60

Totals for Department National Disaster Recover

Total \$ 5,820.60

Department: PW Utility Admin

Name	Gross Pay
Cofell, Benjamin H	\$ 7,828.23
Cuypers, Anthony J	\$ 4,018.61
Hoyt, Kari L	\$ 5,557.05
Meyer, Veronica M	\$ 8,640.85
Schettler, Tristan	\$ 5,539.48
Sorenson, Jason S	\$ 11,110.04

Totals for Department PW Utility Admin

Total \$ 42,694.26

Department: Planning

Name	Gross Pay
Billingsley, Brian	\$ 11,053.04
Diedrichsen, Douglas Craig	\$ 8,640.99
Falconer, Daniel	\$ 4,896.19
Gartner, Kylee Jo	\$ 3,289.00
Hornberger, Hannah L.	\$ 568.57
Zietz, Marjorie	\$ 2,578.00

Totals for Department Planning

Total \$ 31,025.79

Department: Police - Administration

Name	Gross Pay
Bachmeier, Kendra	\$ 3,094.72
Chapman, David J	\$ 8,430.14
Church, Jenna J	\$ 3,357.13
Foley, Jared S	\$ 9,165.56
Gessner, Cheryl K	\$ 6,121.48
Guthrie, Trisha K	\$ 4,326.42
Haug, Shane M	\$ 8,640.85
Klug, John M	\$ 11,053.04
Kolnes, Kimberly	\$ 3,221.84
Olson, Ashley	\$ 4,386.57
Roberts, Christine L	\$ 4,903.78
Sandusky, Caisee M	\$ 8,345.65

Name	Gross Pay
Schmidt, Denise	\$ 2,915.18
Sumlin, Robbie M	\$ 7,399.59
Sundbakken, Jason J	\$ 9,776.34

Totals for Department Police - Administration

Total \$ 95,138.29

Department: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 7,710.13
DeNovio, William	\$ 5,599.48
Dyke, Darren M	\$ 8,640.85
Guerton, Kristin	\$ 6,675.23
Hanks, Elijah	\$ 7,476.96
Heringer, Rebecca	\$ 4,660.66
Johnson, Charles S	\$ 7,444.55
Johnson, Greg W	\$ 7,680.66
Plessas, Dale J	\$ 10,491.74
Reis, Shawn	\$ 6,142.54
Roach, Andrew	\$ 7,419.36
Wheeling, Jill	\$ 3,614.12

Totals for Department Police - Investigations

Total \$ 83,556.28

Department: Police - Patrol	
Name	Gross Pay
Andrade, Memorie	\$ 7,398.52
Bach, Kolbe M	\$ 7,567.37
Bambenek, Jason L	\$ 7,646.61
Bartlett, Alec	\$ 6,425.51
Berentson, Taylor	\$ 5,050.75
Black, Winston	\$ 2,090.00
Boswell, Jordan	\$ 5,159.21
Burghardt, Thomas	\$ 5,681.57
Burtch, Tyler R	\$ 5,375.66
Carter, Ronald	\$ 6,923.08
Casarez, Andres	\$ 7,510.01
Connole, Michael W	\$ 7,082.64
Gladback, Belinda	\$ 7,562.78
Gomez, Jose Steven	\$ 6,340.19
Gonzales, Daniel	\$ 4,868.01
Hall, Cullen	\$ 5,358.27
Harrington, Alexander D	\$ 6,575.01
Hathaway, Eric	\$ 6,363.28
Hess, Andrew M	\$ 5,359.65

Name	Gross Pay
Hugg, Anthony	\$ 6,296.49
Hunter, Mark	\$ 4,312.29
Jensen, Taylor A	\$ 8,292.14
Kiss, Sarah	\$ 6,189.02
Knutson, Zachary W	\$ 4,505.20
Labodda, Seth	\$ 6,109.84
Lakoduk, Ross Allen Macklin	\$ 7,382.23
Lovro, Mary Sanford	\$ 3,635.11
Luck, Jayden James	\$ 4,405.59
McLeod, Matthew T	\$ 8,430.14
Mehlhoff, Andrew K	\$ 7,440.81
Miller, Gannon E	\$ 5,940.60
Myers, Zackery Colin	\$ 7,391.04
Nielsen, Michael Anthony	\$ 4,120.24
Noyes, Joshua D	\$ 8,975.99
Olson, Jacob	\$ 10,371.23
Petersen, Carrie A	\$ 5,914.30
Pfeiffer, Peggy	\$ 4,623.35
Pollman, Dana	\$ 7,024.02
Presley, Jessica L	\$ 6,168.61
Roberts, Bobby R	\$ 4,981.90
Ruelle, Tyler J	\$ 9,680.98
Rynestad, Jersey	\$ 4,311.79
Schoenrock, Stephen J	\$ 7,877.49
Shaide, Kristian	\$ 6,968.44
Shaw, Jarred	\$ 7,013.02
Somerville, Amanda M	\$ 3,136.46
Squyres, Heidi	\$ 2,895.64
Stebbleton, Tatum	\$ 5,149.89
Strandemo, Cole A	\$ 8,780.81
Suarez, Jonathan	\$ 4,666.02
Sullivan, Christian	\$ 5,542.47
Sundheim, Justin C	\$ 9,776.34
Washington, Anthony L	\$ 6,897.97
Watne, Mitchell R	\$ 3,677.69
Wegner, Shawn P	\$ 8,798.18
Wheeler, Daniel B	\$ 7,996.77
Wilkes, Jordan R	\$ 5,041.82
Williams, Brian	\$ 7,295.21
Totals for Department Police - Patrol	
Total	\$ 364,355.25

Department: Property Maintenance

Name	Gross Pay
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Name	Gross Pay
Coughlin, Brent	\$ 3,635.48
Eichstadt, Jacob	\$ 4,572.77
Espe, Scott A	\$ 3,556.64
Heizelman, Grant L	\$ 6,200.00
Knatterud, Dena M	\$ 3,711.43
Lee, Rebecca	\$ 842.03
Reinemann, Christopher Jones	\$ 3,063.58
Sickler, Kevin	\$ 8,798.18
Smith, Samuel Allen	\$ 3,583.21
West, Samantha M	\$ 3,441.95
Totals for Department Property Maintenance	
Total	\$ 41,405.27

Department: Public Information	
Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 6,918.80
Kvigne, T	\$ 5,044.23
Obenchain, Bryan	\$ 5,043.83
Totals for Department Public Information	
Total	\$ 17,006.86

Department: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 10,089.76
Jensen, Debra	\$ 3,641.12
Totals for Department Public Works - Administra	
Total	\$ 13,730.88

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 5,106.72
Hamel, Scott	\$ 5,480.00
Hammer, Reid	\$ 4,716.12
Ingold, Douglas A	\$ 4,811.46
Kraft, Joshua B	\$ 8,275.56
Lakoduk, Daltyn J	\$ 5,169.94
Marten, Harold L	\$ 4,443.31
Oange, Zephaniah N	\$ 4,774.05
Reynolds, Nicholas R	\$ 7,174.63
Shurtleff, Michael J	\$ 4,041.56
Simonson, Christopher A	\$ 4,906.51
Totals for Department Sanitation	
Total	\$ 58,899.86

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 3,761.43
Brevik, Dax	\$ 4,843.48
Cimino, Robert Paul	\$ 4,210.91
Keller, Eric J	\$ 6,605.72
Kuglin, Troy D	\$ 5,144.63
LaValley, Christopher	\$ 3,391.85
Marmon, Shannon L	\$ 5,731.90
Olstad, Karlain L	\$ 3,552.35
Sloboden, Timothy J	\$ 5,731.89
Totals for Department Sewer Pumping	
Total	\$ 42,974.16

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	\$ 3,063.95
Espe, Mark W	\$ 6,372.86
Heizelman, Dean A	\$ 4,048.85
Herslip, Christopher C	\$ 3,920.18
Hogencamp, Matthew	\$ 3,552.35
Iglesias, Adrian	\$ 4,933.63
Johnson, Colby	\$ 3,063.57
Kueffler, Alexander	\$ 3,552.79
Rockwell, Nicholas paul	\$ 3,218.44
VanSickle, Edward	\$ 3,164.12
Totals for Department Storm-Sewer	
Total	\$ 38,890.74

Department: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 3,066.04
Archer, Ronald Patrick	\$ 1,703.83
Braaten, Kevin A	\$ 8,640.85
Choquette, Marc F	\$ 5,278.48
Ciccarelli, Robert S	\$ 3,982.75
Edwards, Nicholas S	\$ 4,298.26
Fredericksen, Brandon L	\$ 5,897.65
Funke, Danny J	\$ 2,955.43
Grant, Zachary L	\$ 6,902.48
Gruse, Richard	\$ 3,258.34
Harvey, Dale A	\$ 5,491.74
Herzog, Rodney	\$ 3,553.01

Name	Gross Pay
Huntzinger, Brian D	\$ 5,021.94
Lower, Robert	\$ 3,923.71
MacKay, Brooke	\$ 4,133.39
Monk, Harry	\$ 3,188.54
Monley, Lucus	\$ 4,658.42
Neuhalfen, Scott J	\$ 3,277.41
Opperude, Darin B	\$ 3,560.61
Oswalt, Matthew	\$ 4,300.09
Rutherford, Robert Hart	\$ 3,228.81
Sanchez, David L	\$ 3,562.80
Scofield, Garrett D	\$ 6,345.16
Skinner, Lehmann	\$ 4,591.74
Sloboden, Jacob	\$ 3,553.89
Torres, Diego Enrique	\$ 3,228.82
Vind, Roger T	\$ 5,296.61
Votava, Jon Jared	\$ 3,559.62
Wood, Justin G	\$ 5,145.28
Totals for Department Street Department	
Total	\$ 125,605.70

Department: Traffic	
Name	Gross Pay
Behrens, Jeffrey W	\$ 5,836.29
Bieger, Michael	\$ 3,658.71
Degenstein, Joseph	\$ 4,643.65
Derr, Nathan P	\$ 4,347.13
Joersz, Stephen	\$ 9,135.34
Rodman, David F	\$ 7,200.41
Steen, Jeffery	\$ 1,727.94
Totals for Department Traffic	
Total	\$ 36,549.47

Department: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	\$ 2,529.70
Billings, Douglas E	\$ 3,655.22
Cooper, Dean	\$ 2,028.32
Cutaiar, Joseph	\$ 5,806.02
Evano, Amber Renee	\$ 1,565.45
Hochsprung, Kory	\$ 4,151.73
Horinka, Brian L	\$ 8,798.18
Newbury, Tina M	\$ 4,251.84
Olson, Sheri	\$ 3,449.72
Robinson, Nicole	\$ 3,996.70

Name	Gross Pay
Schalesky, Marty	\$ 3,298.50
Shekleton, Michael	\$ 4,245.95
Stacy, Brent Allen	\$ 3,177.42

Totals for Department Transit/Bus

Total \$ 50,954.75

Department: Utility Billing

Name	Gross Pay
Duchscherer, Haili	\$ 4,221.87
Dutenhafer, Miranda S	\$ 5,144.63
Grilley, Jamie N	\$ 3,465.28

Totals for Department Utility Billing

Total \$ 12,831.78

Department: Water Distribution

Name	Gross Pay
Bergrude, Carson	\$ 3,601.45
Bourdage, Brenden Joseph	\$ 3,415.55
Brandt, Kelly G	\$ 4,959.58
Burckhard, Terry	\$ 3,462.93
Burnley, Cory	\$ 3,532.91
Christianson, Kurt A	\$ 5,375.36
Erhardt, Garrett	\$ 3,416.55
Feller, Taylor Rae	\$ 3,218.44
Finken, Chad G	\$ 5,579.38
Higgins, Damion Joseph	\$ 3,248.37
Hudson, Kasey L	\$ 5,356.22
Kelly, Kevin J	\$ 5,643.95
Knoop, Scot M	\$ 5,169.19
Lockyer, Cody M	\$ 5,058.84
Racine, Riley	\$ 3,233.40
Randash, Brian K	\$ 6,115.83
Reisenauer, Rick	\$ 4,491.34
Reynolds, John E	\$ 7,637.25
Rieke, Dustin B	\$ 5,674.20
Robinson, Derek	\$ 4,969.33
Westergaard, Steve B	\$ 6,560.61
Wiggins, Kaitlynn	\$ 3,640.43

Totals for Department Water Distribution

Total \$ 103,361.11

Department: Water Treatment Plant

Name	Gross Pay
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Name	Gross Pay
Andrysiak, Richard J	\$ 4,843.48
Dinsmoore, Marissa R	\$ 3,927.24
Fjeld, Debra A	\$ 1,076.80
Haider, Mark A	\$ 5,550.48
Hall, Steven M	\$ 1,281.12
Herd, Peter J	\$ 3,760.33
Kopp, Timothy J	\$ 5,274.71
Lopez, Ryan	\$ 4,161.49
Paddock, Mark A	\$ 8,455.82
Parton, Janet L	\$ 5,305.77
Pederson, Robert A	\$ 5,575.46
Reimche, Keith R	\$ 5,424.67
Renaud, Zachery John	\$ 3,755.73
Rensland, Brandon T	\$ 5,747.22
Seifert, Justin R	\$ 6,595.51
Solberg, Stuart	\$ 618.81
Totals for Department Water Treatment Plant	
Total	\$ 71,354.64

Grand Totals

Total	\$ 2,562,287.83
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TO: Mayor Ross
Members of the City Council

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

DATE: December 2, 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. Ground Round
2. Hyatt House Minot
3. Lor Spa
4. Lucky Strike Lounge and Casino
5. Mi Mexico
6. ND Asia Restaurant and Lounge
7. Rockin' Horse Saloon
8. Spicy Pie
9. The Pour Farm
10. The Starving Rooster
11. Wal-Mart
12. X-Golf
13. Minot State University
14. Paradiso
15. Prairie Sky Breads
16. Sports on Tap
17. Trestle Tap House
18. Whiskey Nine

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: Jenna Zelinski, Comptroller

DATE: December 2, 2024

SUBJECT: ACCEPT PROPOSAL FOR INSURANCE SERVICES

I. RECOMMENDED ACTION

It is recommended City Council accept the proposal from Bravera Insurance to provide insurance services; and authorize the Mayor and Finance Director to sign any applicable documentation.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The Finance department solicited proposals for a full-service insurance agency to facilitate the required insurance coverage and claims processing of the City in the most efficient and cost-effective manner possible. Our current provider, First Western Insurance, had an agreement to provide insurance coverage services through 12/31/2024. Per the City's procurement policy, the RFP was issued and advertised with the deadline for submissions of November 4, 2024. The Finance department received two submissions by the deadline, Bravera Insurance and First Western Insurance. The five-member evaluation committee reviewed the proposals and conducted interviews of the two proposers and scored them accordingly.

B. Proposed Project

In the coming weeks, the Finance department will be meeting with Bravera Insurance to discuss coverage options and any other necessary changes to our insurance framework. One of the requirements is signing an "agent of record" document for all current policies to get Bravera Insurance access to the City's current policies.

C. Recommendation Detail

Based on the consolidated scores of the evaluation committee, it is

recommended City Council accept the proposal for insurance services from Bravera Insurance. The completed proposal will serve as the basis for the agreement between the City and Bravera Insurance. The initial term of the agreement would commence on January 1, 2025 and coverage will continue through December 31, 2026. The City maintains the option of continuing the contract on a yearly basis through December 31, 2029.

IV. IMPACT

A. Aspirations

The Council aspiration this item is meeting is Excellent & Connected as we discuss efficiencies in coverage options and deductibles to manage the City's risk tolerance.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The cost for the insurance premiums are budgeted annually in each respective department.

VI. ALTERNATIVES

The City Council could reject all proposals and re-solicit proposals for insurance coverage.



TO: Mayor Ross
Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: December 2, 2024

SUBJECT: DOWNTOWN ALLEY TRAFFIC CONVERSION

I. RECOMMENDED ACTION

It is recommended City Council approve the ordinance on first reading to remove the one-way northbound designation for the alleyway between N Main Street and 1st Street NE and from E Central Avenue up to the CPKC railway.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

The alleyway that runs between Main Street and 1st Street E from Burdick Expwy E north to the Canadian Pacific Kansas City railroad is currently a northbound one-way roadway. This is fine for a majority of the alleyway corridor as there is a dedicated entrance and exit. However, for the segment between E Central Avenue north to the railroad tracks, there is only a dedicated entrance. There used to be a navigatable exit on CPKC property that spilled out onto 1st Street NE; however, this has since been closed off by CPKC with concrete barriers. This closure effectively makes the alleyway dead end roadway and all vehicles would need to exit back onto E Central Avenue.

B. Proposed Project

The Engineering Department is proposing to eliminate the one-way northbound designation for the alleyway between Main Street N and 1st Street NE north of E Central Avenue to the CPKC railway. If this proposed change is approved by council, the Traffic Division will remove the signage implicating the one-way alleyway and install dead end signage.

C. Recommendation Detail

The Engineering Department is attempting to adjust the signage to what is

applicable on the City of Minot's roadway and alleyway network. There is no time restraint aside from addressing the situation in a timely manner.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

This proposed change will align an ordinance and signage with the capabilities of the City's roadway network.

C. Fiscal Impact

The signs will come out of the Traffic Department's inventory. The Traffic Department will perform the installation.

Project Funding

Traffic Division's budgeted sign maintenance funds.

VI. ALTERNATIVES

1. The council could choose to leave the northbound one-way designation in place. This is not recommended as there is no viable northbound exit for this alleyway. The only viable exit is for a vehicle to travel southbound and exit back onto E Central Ave.

City ORDINANCE NO. _____

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

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

Section 1. The following described roadway is hereby removed from the list of City Council created traffic actions provided for in Section 20-2 (a) (11) – One-Way Streets:

ROADWAY SEGMENT

Alleyway between Main Street N and 1st Street NE

BETWEEN

E Central Avenue and CPKC Railway

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

Section 3. Penalty Clause: The penalty for any violation of the provisions of the ordinance shall be in accordance with Section 1-8 of the City of Minot Code of Ordinances.

PASSED FIRST READING:

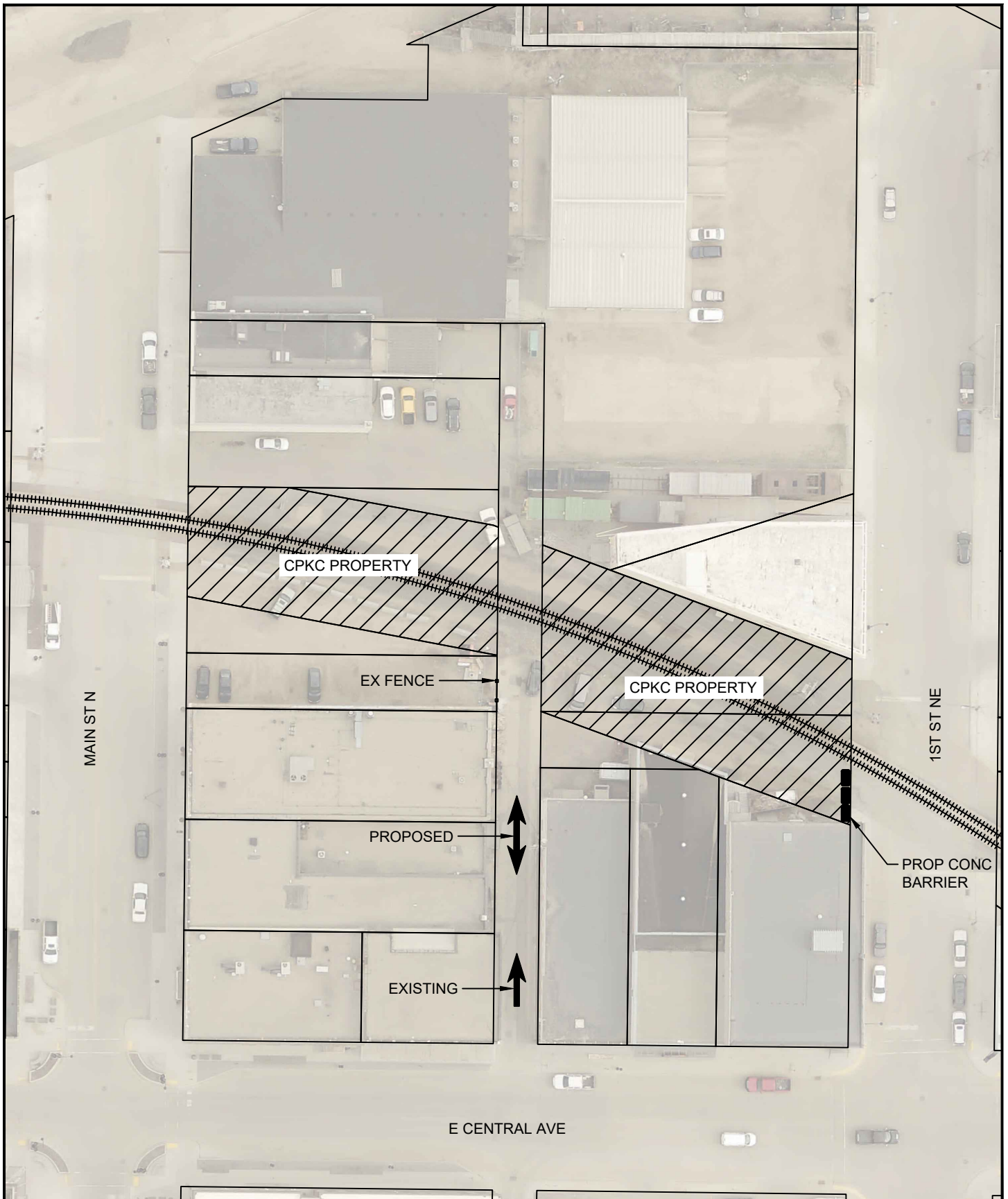
PASSED SECOND READING:

APPROVED:

Thomas Ross, Mayor

ATTEST:

Mikayla McWilliams, City Clerk



ALLEY CONTROL

DOWNTOWN MINOT

ATTACHMENT A

11/25/2024

City of Minot



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: December 2, 2024

**SUBJECT: 2025 AERIAL PHOTOGRAPHY AND LIDAR CONTRACT WITH
EAGLEVIEW**

I. RECOMMENDED ACTION

It is recommended City Council approve the contract with Eagleview and authorize the Mayor to sign the contract.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

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

III. DESCRIPTION

A. Background

Since 2010, the City and Ward County have been consulting with Eagleview, formerly Pictometry, to provide aerial imagery and LiDAR (elevation data) data on five-year intervals. Eagleview provides high resolution imagery in both ortho view (top down) and oblique (45 degree) views, which is unique and not provided by any local providers. The oblique view is especially advantageous when building or infrastructure measurements need to be made off the oblique image.

Eagleview also allows payment for their service to be spread over a three-year period, which helps in the budget process to even out costs.

B. Proposed Project

Staff has partnered with Ward County again to fly the City and County at the same time to help lower costs for all users. In addition, we were made aware that US Army Corps of Engineers has a LiDAR project that is being completed, and the City should be able to utilize their LiDAR data next year, further lowering the total cost of this project.

Our in-house GIS team wants to try and use that data to make our own elevation models. If unsuccessful, then we will need to utilize a GIS consultant, which was budgeted for. If we are successful, this will be further cost savings for

the City. Staff is excited to give it a try.

Eagleview also includes a cloud based software that hosts our current and past imagery data captured by them. They also provide us free disaster capture for an EF4 or higher tornado. They can also integrate into Cityworks, but we have not taken on that integration yet.

C. **Recommendation Detail**

Eagleview has flown the city and county three previous times and each time has provided us lower cost and better quality as technology has improved over the last 15 years.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing; Resilient and Prepared; Excellent and Connected

B. Service/Delivery Impact:

Aerial photography and elevation data is the backbone of our GIS system. Based off those two layers, we start building the other layers such as our parcels, utilities, floodplains, and other data. These two layers are used most frequently and are considered a critical need for our GIS.

C. Fiscal Impact

Funding for this project was included in the approved 2025 budget with \$60,000 budgeted.

Project Costs

Total contract amount: \$60,140.01

2025 Contract Amount:\$20,046.67

2026 Contract Amount:\$20,046.67

2027 Contract Amount:\$20,046.67

Project Funding

Engineering Department Consultants

VI. ALTERNATIVES

Alternative 1: Council could choose not to approve this contract.



CUSTOMER NAME:	City of Minot, ND
ATTN:	Lance Meyer
CUSTOMER ADDRESS:	10 3rd Avenue SW Minot, North Dakota 58702
CUSTOMER PHONE:	(701) 857-4100
CUSTOMER E-MAIL:	lance.meyer@minotnd.org

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Products and Services.

1.2. “Activation” means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.

1.5. “Documentation” means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.

1.6. “Fee” means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.



1.7. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order signed and dated by both Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. “Products and Services” means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. Access to the Products and Services. Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.

2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and



Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter ("Term"). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. Either Party may terminate this Agreement or any Order Form upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s).

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER



EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or



transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address



identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure.

[Signature page follows]



CUSTOMER	EAGLEVIEW
CITY OF MINOT, ND	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE: <i>Robert Locke</i> Robert Locke (Nov 27, 2024 09:51 EST)
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
EXECUTION DATE:	EXECUTION DATE: 11/27/2024

EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]



ORDER FORM

CUSTOMER NAME:	City of Minot, ND
ORDER FORM TERM (DURATION):	5 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE: This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and City of Minot, ND.	

ORDER #
LC-10009909

BILL TO
City of Minot, ND
Lance Meyer
10 3rd Avenue SW
Minot, North Dakota 58702
(701) 857-4100
lance.meyer@minotnd.org

SHIP TO
City of Minot, ND
Lance Meyer
10 3rd Avenue SW
Minot, North Dakota 58702
(701) 857-4100
lance.meyer@minotnd.org

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1270494	Dean Larson	N/A

REFRESH 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
124	EagleView Cloud - Imagery - 3in - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Physical Delivery - Orthomosaic - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.



1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
6	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
18	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided.
1980	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided.

FEES

Due at Initial Activation of Services	\$20,046.68
Due at First Anniversary of Initial Activation of Services	\$20,046.66
Due at Second Anniversary of Initial Activation of Services	\$20,046.66

Unless either Party gives notice of its intent not to renew this Order Form at least one hundred and twenty (120) days prior to the end of the Term, it will automatically renew.

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

If EagleView Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If EagleView Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.



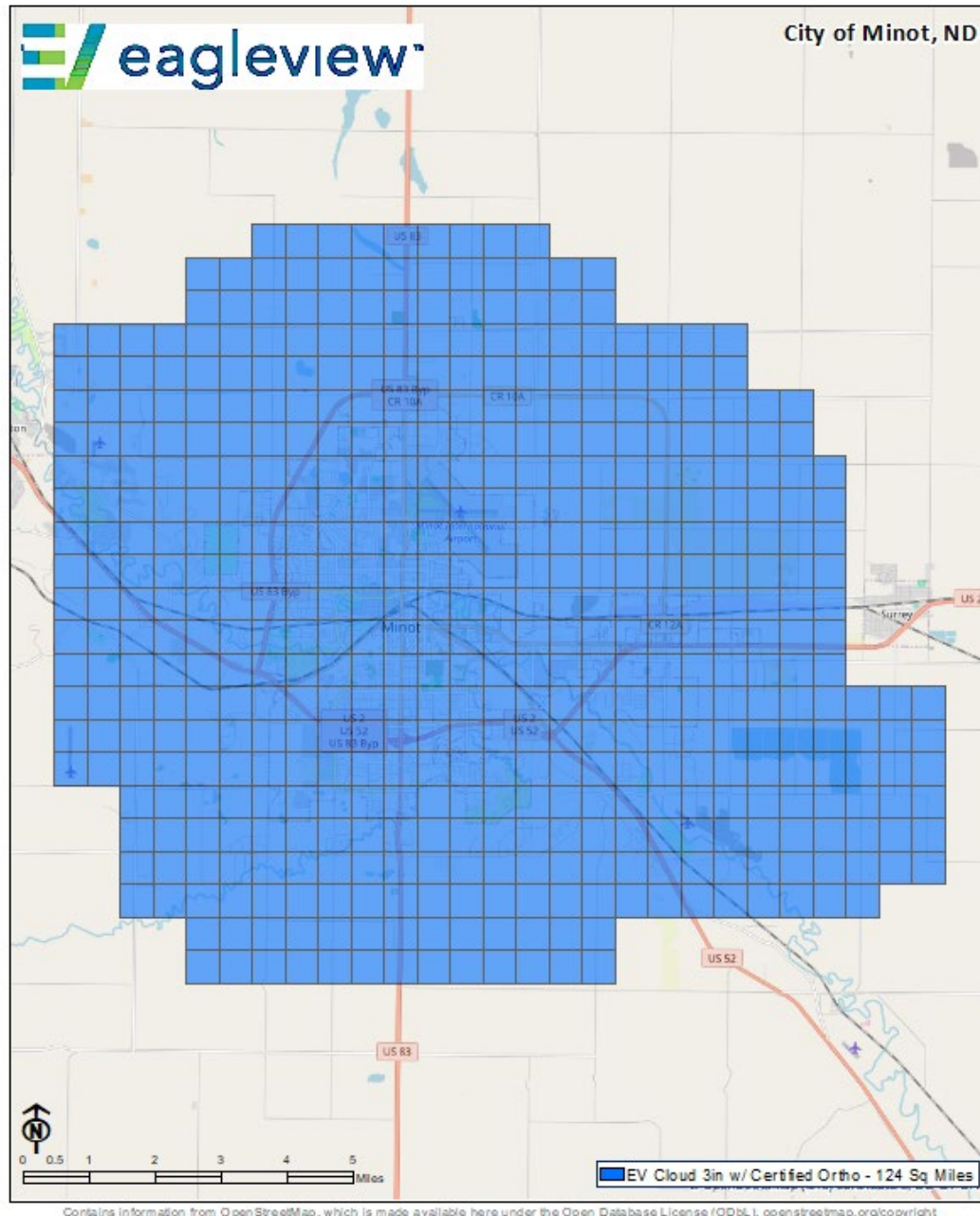
This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

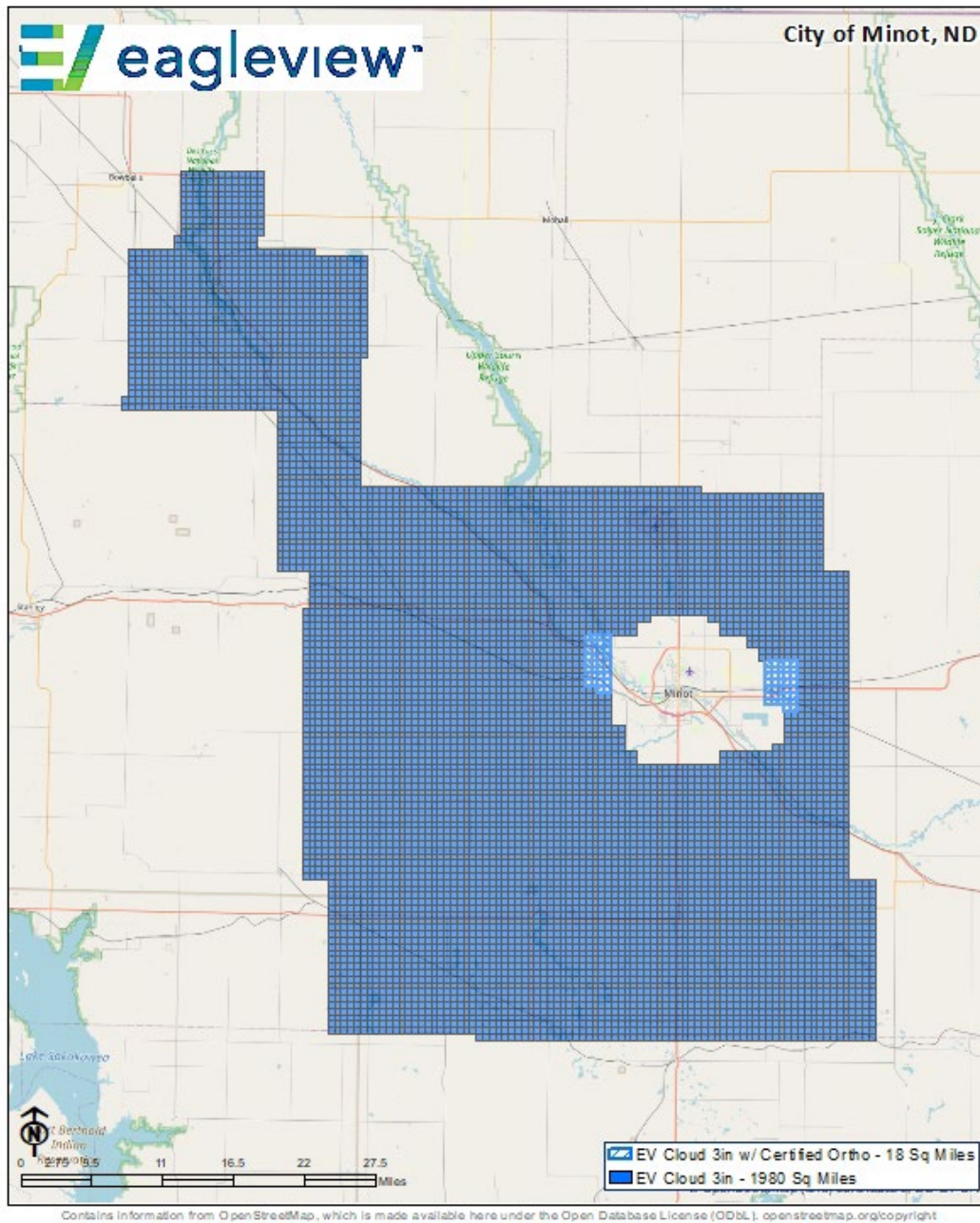
A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S) IF APPLICABLE





[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

CUSTOMER	EAGLEVIEW
CITY OF MINOT, ND	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE: <u>Robert Locke</u> Robert Locke (Nov 27, 2024 09:51 EST)
NAME:	NAME: Robert Locke
TITLE:	TITLE: President
EXECUTION DATE:	EXECUTION DATE: 11/27/2024

ND City of Minot_EV CCloud MSA_11-27-24

Final Audit Report

2024-11-27

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TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: December 2, 2024

**SUBJECT: STORM SEWER DISTRICT 121 PUPPY DOG COULEE AWARD OF
BID (4087)**

I. RECOMMENDED ACTION

It is recommended City Council award the contract to Wagner Construction in the amount of \$19,686,071.15, authorize the Mayor to sign the contract, and approve the attached budget amendment on 1st reading.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

At the October 21, 2024 council meeting, council authorized staff to bid the Storm Sewer District 121 Puppy Dog Coulee project.

B. Proposed Project

The project will install over 1,600 ft of double 8x12' box culverts through the Dakota Square Mall area replacing undersized and failing twin 84" metal pipes.

C. Recommendation Detail

On November 26th at 11:00 am, bids were opened for the project. Three bids were received and opened with the low bid coming from Wagner Construction in the amount of \$19,686,125.15 which is 12% under the engineer's estimate of \$22,281,155. The funding is earmarked for the construction but the 2024 budget only included \$16,000,000 for construction so a proposed budget amendment is included to increase the appropriation.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

This project will be a multi-phased project that will take approximately two construction seasons to build.

C. Fiscal Impact

The project is being funded with multiple funding sources as listed below.

Project Costs

Construction Cost:	\$19,686,071.15
Contingency:	\$ 1,968,607.00
Total:	\$21,654,678.15

Project Funding

ARPA:	\$7,491,511
Storm Sewer Development:	\$10,156,604
Debt Issuance:	\$6,452,592
Total:	\$24,100,707 (includes engineering and other costs)

Regarding the debt issuance, staff will be exploring funding the remainder of the project through low-interest loans and bond issuance. The ARPA funds must be obligated and under contract by December 31, 2024 to remain in compliance.

VI. ALTERNATIVES

Alternative 1: Council could reject this bid. However, the next highest bid was approximately \$6 million higher than the lowest bid. In addition, we must sign contracts by December 31st to utilize federal funds for this project. It is unlikely the City will see a better bid than what was received.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE STORM SEWER CAPITAL INFRASTRUCTURE EXPENSES FOR THE PUPPY DOG COULEE (SSD #121) AWARD OF BID AND CONTINGENCY.

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

- §1: Amend the 2024 annual budget to increase the storm sewer capital infrastructure expenses for the Puppy Dog Coulee (SSD #121) award of bid and contingency:

14059000-57200	2020590001	\$5,654,738
----------------	------------	-------------

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: December 2, 2024

**SUBJECT: RAISE GRANT APPLICATION RESUBMISSION FOR MINOT'S
ACCESSIBLE GROWTH-DRIVING INTERMODAL CORRIDOR (MAGIC)
(4657)**

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the funding request to resubmit a RAISE grant for the environmental study;**
- 2. Approve the budget amendment on 1st reading; and**
- 3. Authorize staff to write letters of support for the grant and authorize the Mayor to sign the letters.**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

Previously, Ward County has been studying alternatives for a southwest and southeast bypass around Minot. There were dozens of potential alternatives for alignments and connections to various highways around Minot.

In 2023 and 2024, council approved the City's participation in applying for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to fund the environmental document for the first phase of an arterial connection into southwest Minot. This would also help to identify the final alignment and connection points, so right of way acquisitions could begin. There is development pressure around some of the connection points, so completing a study in the near term is very important.

The 2023 and 2024 applications were unsuccessful. However, in debriefs with federal officials, they indicated the applications scored very well and made it to

the final rounds of the selection process.

B. Proposed Project

In discussions with the County Engineer, he is contracting with Bolton & Menk, who performed the study and submitted previous RAISE grant submittals for the environmental document. Here is a link to a video that describes the project: https://youtu.be/W1Oy7y1sZQ4?si=ROB5NnHpUysG_gOK

Based on the feedback from FHWA, Bolton & Menk proposes to update the application to bolster the area where the grant application could be expanded upon. Their fee proposal is \$9,500 which would be split evenly with Ward County.

Due to the size of this project, the environmental document will likely cost \$2-3 million. So, obtaining federal funds to pay for the grant is critical. In the previous submittal, we requested a 100% federal grant since we are in a rural category.

C. Recommendation Detail

Bolten & Menk was selected by Ward County using a qualifications based selected process.

Obtaining this RAISE grant to plan a future SW arterial for our community is critical for our transportation network. If development happens before the city/state/county has the opportunity to study the best connection alternatives, lower cost, more efficient connection alternatives might be taken off the table.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing; Excellent and Connected; Safe and Welcoming

B. Service/Delivery Impact:

An improvement project to provide a southwest bypass and another north/south arterial roadway connection will have a significant reduction to travel delays and will solve critical crash locations along the US 2/52 bypass.

C. Fiscal Impact

The grant update will be funded by Ward County and City of Minot equally.

Project Costs

Total Cost \$9,500

Ward County: \$4,750

City of Minot: \$4,750

Project Funding

2024 Street Improvement Funding

VI. ALTERNATIVES

Alternative 1: Council could choose not to move forward in participating in the grant application.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
ENGINEERING DEPARTMENTS CONSULTANTS EXPENDITURES AND
DECREASE THE STREET MAINTENANCE EXPENDITURES FOR CONSULTING
FEES ASSOCIATED WITH THE RAISE GRANT.**

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

- §1: Amend the 2024 annual budget to increase the engineering departments consultants expenditures and decrease the street maintenance expenditures for consulsting fees associated with the raise grant:

10038000-44508		(\$4,750)
10038000-43040		4,750

- §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



Ward County

SE/SW CONNECTOR STUDY

Final Report



**BOLTON
& MENK**

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We listen. We solve.™



Report Contents

Section 1 – Existing Conditions Analysis

Section 2 – Future Conditions Analysis

Section 3 – Environmental Assessment

Section 4 – Alternatives Analysis

Section 5 – Public Engagement Summary

Section 6 – Implementation Plan



Ward County

SE/SW CONNECTOR STUDY

Section 1

Existing Conditions Analysis



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I. Introduction

The Ward County Southwest and Southeast Connector Corridor Study (Connector Corridor) was initiated by Ward County to lay the foundation for a future limited access connector route between US Highway 2/52 west of Minot to US 52 east of Minot. Continued population growth along with sustained energy, agricultural, and commercial freight demands in the region have challenged the regional roadway system for decades. South of Minot has seen limited development in the extraterritorial zone with largely agricultural land uses. A southern connection would provide an alternative route for freight and motorists to alleviate congestion in the urban core including US 2/52 and US 83/Broadway. With completed bypass routes in the northeast and northwest limits of Minot, a southern connection would complete a beltway around Minot to support regional vehicle movements.

The Ward County Southwest and Southeast Connector Corridor Study will:

- Establish a need for project improvements
- Evaluate functional, safety, economic, environmental, and social barriers
- Analyze potential routes and intersections
- Establish improvement recommendations
- Engage agency and public stakeholders
- Develop an implementation plan that can be phased in over time

The purpose of this chapter is to document existing and no-build conditions and to identify and confirm issues within the study area to quantify the overall benefits of a potential connector corridor. This information will guide the development of study goals and objectives and ultimately the identification of improvement alternatives for the Southwest and Southeast Connector Corridor.

Figure 1: Connector Corridor Study Process





STUDY AREA OVERVIEW

Figure 4 depicts the Southwest/Southeast Connector Corridor study area. The primary existing routes traveling through southern Minot are three transcontinental US Highways 2, 52, and 83 as well as other minor existing corridors include county roads 14, 16, and 17.

US Highway 2

US Highway 2 (Figure 2) travels east-west through Minot as it connects the Great Lakes in Minnesota to the Pacific Northwest. It is primarily a four-lane, median divided, rural section with 70 mile per hour speed limits through North Dakota. In southern Minot, US 2 transitions to an urban, limited access expressway with 50 mile per hour speed limits. Beginning at the grade-separated interchange at Valley Street, US 2 travels concurrently with US 52. Other major grade-separated interchanges along US 2 include US 83/Broadway and 16th Street SW.

Figure 2: US Highway 2 is a four-lane roadway throughout the study area

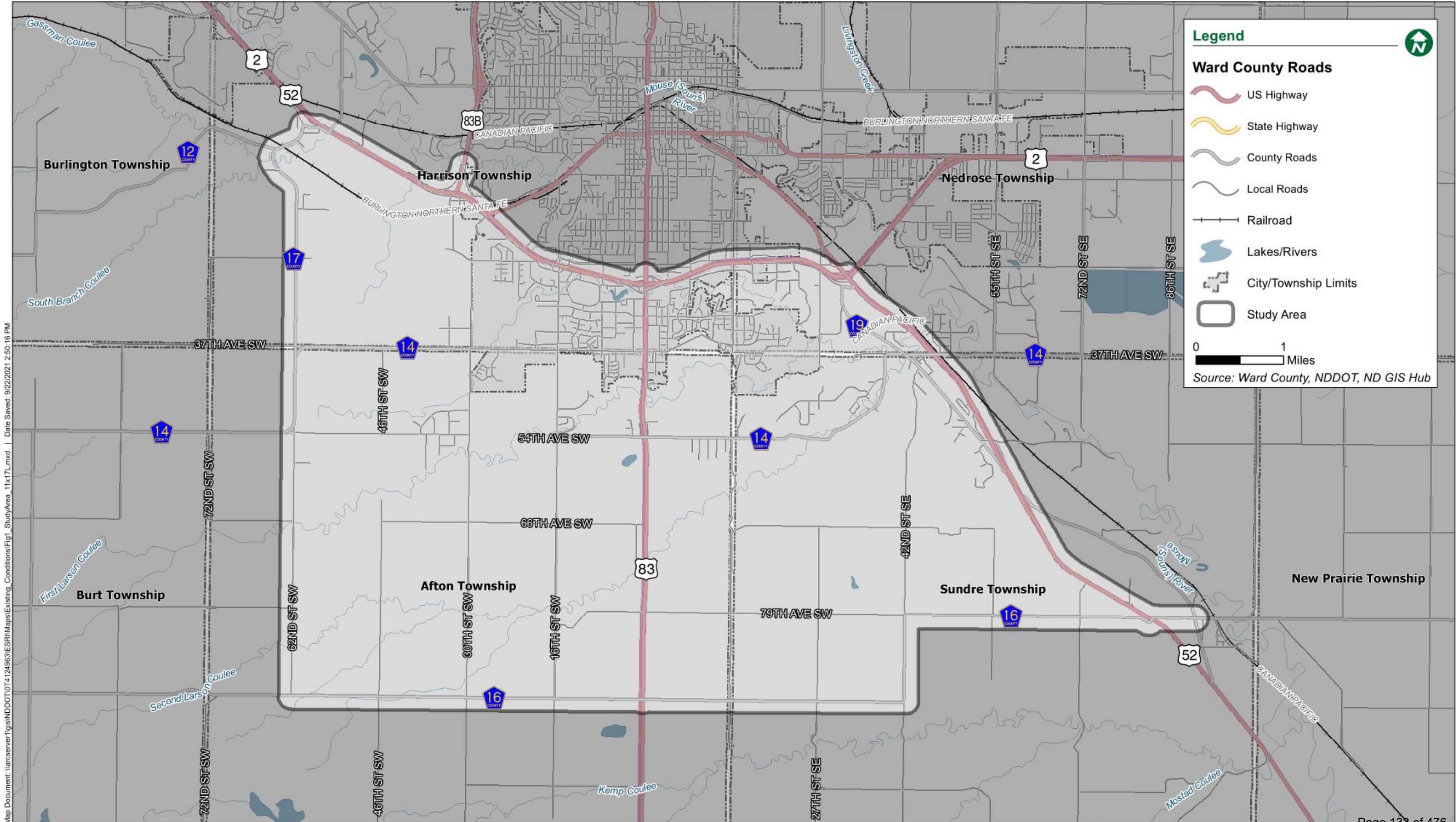


US Highway 52

US Highway 52 (Figure 3) extends from the Atlantic Coast in South Carolina to Portal, North Dakota and enters the study area as a rural two-lane section, transitioning to four lanes southeast of Minot, eventually narrowing to a three-lane section at the US 2 interchange. Beginning at the interchange with US 2, US 52 travels concurrently through southern Minot.

Figure 3: US Highway 52 enters the study area as a two-lane section







US Highway 83

US Highway 83 (Figure 5) connects Mexico to Canada and bisects Minot as Broadway as it travels north-south through the Magic City. Entering the study area at County Road 16 this roadway is a rural four-lane section. As it enters the City of Minot the corridor transitions to an urban four-lane divided roadway that serves the region's highest traffic volumes.

Figure 5: US Highway 83 in the study area is primarily a four-lane, divided roadway



County Road 14

Traveling east-west through Ward County, County Road 14 (Figure 6) transitions from gravel to paved at County Road 9 in the west part of the study area. A two-lane paved rural section of this roadway provides efficient travel through the western reaches of Ward County, transitions to a five-lane configuration at 30th Street SW and enters Minot at 37th Avenue SW making vital connections to southwest Minot including the new Trinity Hospital, Dakota Square Mall, and other regional destinations. The corridor then travels south with a two-lane urban section serving Crystal Springs subdivision before turning east to US 83. Continuing east the roadway is primarily a low-speed, suburban section with limited right-of-way, numerous private accesses, and alignment and profile changes. Large rural subdivisions such as Meadowbrook, Eastside Estates, and Sunny Slope use County Road 14 as primary access before the roadway terminates at US Highway 2.

Figure 6: County Road 14 travels east-west through the study area as a two-lane, paved roadway





County Road 16

A mostly gravel, east-west route, County Road 16 (Figure 7) travels from County Road 23 in eastern Ward County and ends two miles beyond County Road 15 in Burt Township. A small, paved section in the unincorporated community of Logan represents the only suburban section of roadway. The rest of this corridor is a high-grade, gravel roadway. Recent improvements to the one-mile s-curve at 42nd Street SE have improved safety and mobility on this low volume roadway.

Figure 7: Improved radii and radial-T intersections have improved the safety of the County Road 16, an east-west gravel roadway



County Road 17

A gravel road in the northern stretches of Ward County, County Road 17 (Figure 8) is a paved, low speed, suburban two-lane roadway beginning at County Road 15. Traveling south next to the Minot Boy Scouts Big4 Camp gives this roadway its local “Boy Scout Road” nickname. As this roadway crosses US Highway 2 it runs concurrently with County Road 12 on a circuitous route through the famous Ward County Trestle Bridge. Crossing the Gassman Coulee the roadway climbs out of the river valley where the roadway transitions to a typical rural section with higher speeds eventually terminating at radial intersections with County Road 14.

Figure 8: Traveling under the famous Trestle Bridge and across the Gassman Coulee, County Road 17 climbs out of the valley and terminates at County Road 14





PREVIOUS STUDIES OVERVIEW

Several studies have been completed which provide direction for future transportation needs within and around the Connector Corridor. The key points in each study relevant to the corridor area are summarized below by plan title.

Ward County Comprehensive Plan (August 2019)

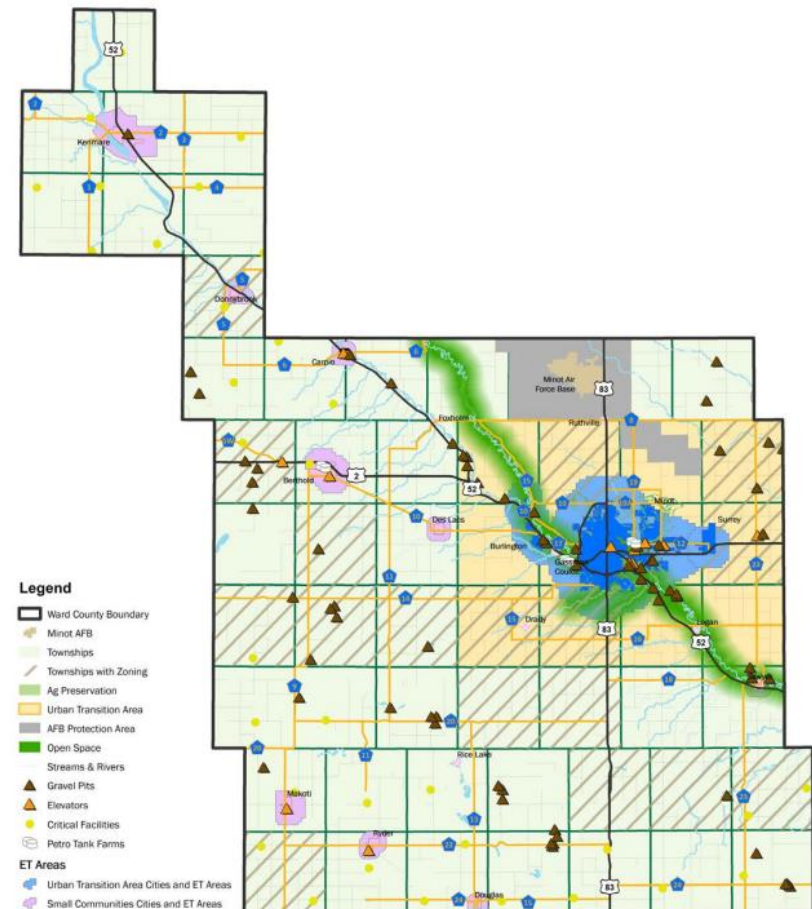
The Ward County Comprehensive Plan was developed by county staff, the County Commission, the Planning Commission, the Comprehensive Plan Steering Committee, and project stakeholders as a guiding document for planning over the next 20 years. The adopted Comprehensive Plan provided the framework for planning and zoning in Ward County as well as the management of growth specifically in areas outside of cities' jurisdictions. The plan included background and demographic context, development evaluation guidance, project prioritization, and strategic initiatives/implementation methods for the future.

The land use plan (Figure 9) designated the entirety of the Connector Corridor Study Area as either "Urban Core" or "Rural Concentration/Transition" character region. The urban core region was defined as the area within the corporate limits of Burlington, Minot, and Surrey in which most of the Connector Corridor study area lies. This region accommodates nearly 75 percent of Ward County's population with land use densities ranging from high impact industrial to low density residential throughout. A primary objective in this region was to reserve land for future urban development and to avoid future impacts and conflicts. The transition region outside of the urban core aims to

maintain agricultural uses with limited rural residential development.

Transportation priorities in the Connector Corridor study area focus on access management, intergovernmental/jurisdictional

Figure 9: Future Land Use Plan (Ward County Comprehensive Plan)





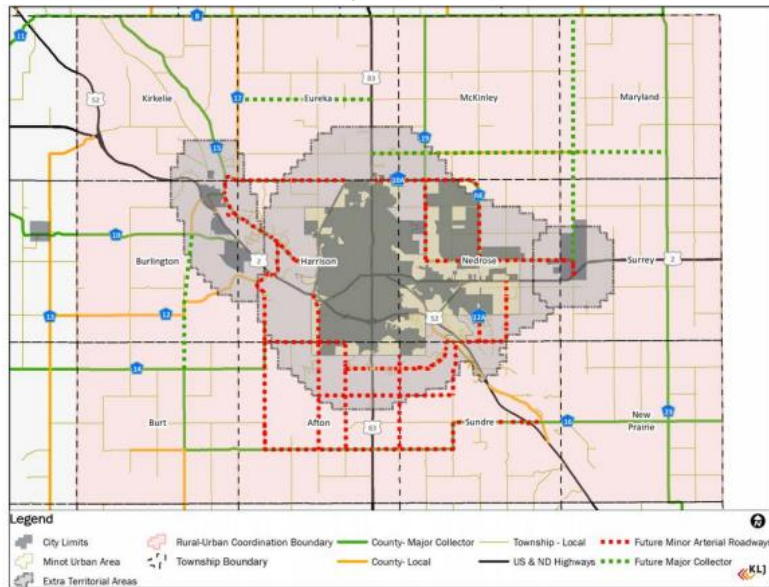
transfers, adherence to drainage and roadway standards, and improvements of public roadways to support the potential volumes associated with the future land use plan.

Ward County Transportation Plan (September 2019)

Ward County released the Transportation Plan in September 2019 as a sub-element of Ward County Comprehensive Plan. The plan identified current issues and needs as they related to transportation in the county, provided recommendations to enhance safety and mobility, and created a framework for decision-making for future transportation projects.

The Transportation Plan laid the groundwork for the Connector Corridor Study. A sub area analysis in the Transportation Plan

Figure 10: Future Roadway Functional Classifications (Ward County Transportation Plan)



provided background, existing conditions, and a preliminary framework for the Connector Corridor. It also provided the impetus for further examination through the Connector Corridor Study.

The Transportation Plan also provided guidance and recommendations for future projects (Figure 10). The initial alignment of the Connector Corridor was designated a Future Minor Arterial Roadway and a Regionally Significant Corridor. These designations require focus on accommodating agricultural and freight needs as well as linkages to the larger state transportation network. The plan also provided the road standards and right-of-way requirements for these roadways.

Minot 2035 Transportation Plan (January 2015)

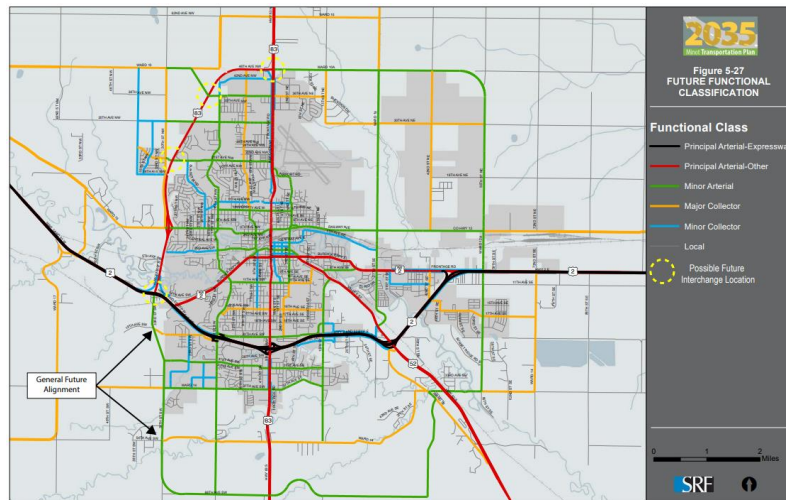
The City of Minot approved the Minot 2035 Transportation Plan in 2015 to guide the next 20 years of transportation investments. The plan identified goals, projects, implementation strategies, and a series of sub area and corridor studies. The plan also provided a framework for future transportation improvements including design and access guidance along with right-of-way guidance (Figure 11).

A high-level examination of a future southwest bypass/arterial roadway was conducted. Travelshed analysis was completed to determine that a new connection in the southwest area of Minot will support the demand between the northwest and southwest areas of Minot. The proposed minor arterial began as four lanes as it travels south from the US 2/52 – US 83 Bypass intersection. Continuing along 30th Street SW, the bypass transitioned to two lanes at 37th Avenue SW and turned east at 66th Avenue SW to



connect to US 83. Expected traffic on this route was estimated to be 6,800 vehicles per day in 2035 at the northern end and 1,600 AADT at the US 83 terminus. A subarea study examined the US 2/52 – US 83 Bypass intersection to accommodate this southwest bypass.

Figure 11: Future Roadway Functional Classification (Minot Transportation Plan)

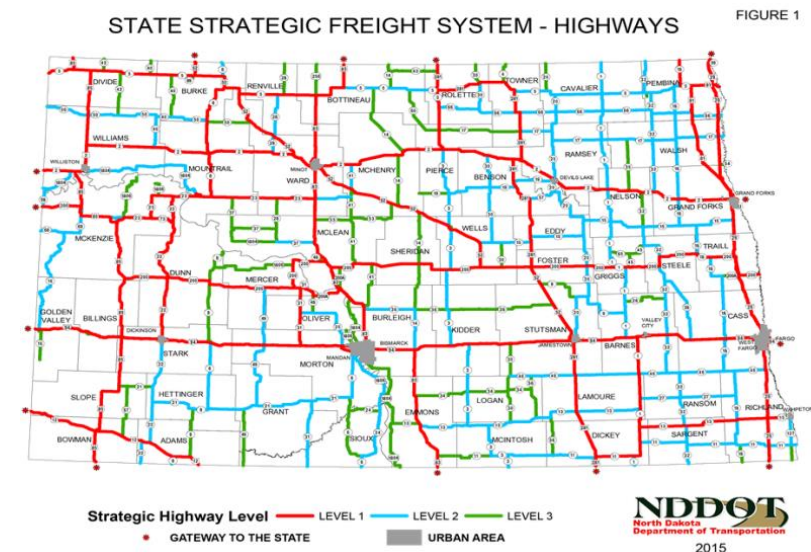


Another subarea study impacting the Connector Corridor was an examination of the US 2/52 - 16th Street SW interchange that is not anticipated to accommodate future traffic volumes. High-level alternatives were developed as options to accommodate future travel. Also described was an industrial node impacting the southern connections in the Port of North Dakota Expansion Plan in the northeast Minot area. A recently completed Ward County Northeast Bypass serves an area of 3,200 acres of undeveloped land for future industrial and manufacturing. Industrial expansion in this area may be served by a completed beltway in the southern Minot metro area.

North Dakota State Freight Plan (April 2015)

With goals originally outlined in the statewide strategic transportation plan in 2012, the North Dakota Department of Transportation published the State Freight Plan to focus on providing a safe, reliable, and sustainable freight network (Figure 12). This plan examined roads, rails, air, and pipelines as a means of freight transportation. The Minot area is a regional hub for all these freight networks. The Strategic Freight System Index from this plan states that US 2, US 52, and US 83 in the study area are all “Level One” Critical Rural Freight Corridors. The Burlington Northern Santa Fe and Canadian Pacific railroads that travel through the study area are designated as Class I Mainlines that serve areas nationally and internationally.

Figure 12: North Dakota Strategic Freight Corridors (State Freight Plan)





As it pertains to the Connector Corridor, freight safety, reliability, and sustainability should be considered in all proposed alternatives. Among other fundamental values from the plan, the dependability and predictability should be promoted and routes that provide consistent levels of service should be prioritized. Providing consistent weight and height restrictions, travel speeds, and accessibility for all users should be implemented in all freight routes.

Minot Broadway Corridor Study (August 2021)

The Minot Broadway Corridor Study completed a multimodal transportation analysis for the Broadway/US 83 corridor through the entire length of the city. This study focused on safety and operational improvements throughout the corridor and improving bicycle and pedestrian mobility. As it relates to the Connector Corridor, this study prioritized improvements on the southern segment from the US 2/52 – Broadway/US 83 interchange to the southern city limits to be completed as soon as feasible, likely before 2027. These improvements would address safety issues at the intersections and frontage roads, add medians at unsignalized locations, and improve reliability throughout the study.

RECENT AND PLANNED PROJECTS

Various projects are completed, planned, or programmed within and around the study area. The North Dakota Department of Transportation's 2021-2024 Statewide Transportation Improvement Program (STIP), Ward County 2020-2022 Capital Improvement Plan, City of Minot 2020-2024 Capital Improvement Plan identify projects in the study area. The projects include:

- Ward County, Northeast Bypass, Constructed 2012
- Ward County, County Road 16 radius improvements, Constructed 2019
- Ward County, County Road 14 Sliver-widening from 30th St SW to CR 17, Planned 2022
- NDDOT, US 83B – US 2/52 Intersection Improvements, Constructed 2013
- NDDOT, US 2 ADA Curb Ramps 16th St SW - US 83, 16th St SE - 27th St SE, 2021
- NDDOT, US 83 Rehabilitation from State 23 to Minot Urban Limits, Planned 2022-2024
- NDDOT, US 52 Rehabilitation from US 2 to County Line/Sawyer, Planned 2022-2024
- City of Minot, Landfill Transfer Station and Cell 7, 2021
- City of Minot, SW Water Tower, 2021



DEMOGRAPHICS AND TRENDS

An understanding of existing and projected demographics is necessary to demonstrate how growth has and will impact demand for transportation facilities.

Population and Households

Ward County has experienced significant and steady growth since 2000. Between 2000 and 2020, the population of the County increased by 18.1 percent. Based on forecasts developed by the County in the 2019 Ward County Comprehensive Plan, the population is expected to continue growing and increase 22 percent by 2040. This growth rate is higher than that of North Dakota. Table 1 shows the population, number of households, and persons per household for Ward County.

Growth rates equivalent to those seen in Ward County have important implications on local transportation systems, including Principal Arterial roadways and local roads. Rapid regional growth adds vehicles to expressways like US 2/52 as local traffic avoids city minor and major collectors that fail to meet demand. Increased vehicular traffic can slow freight movements, increase travel times, and negatively impact safety.

Age

Like population, age distribution (Figure 13) has the capacity to affect transportation usage and demand. In 2019, the median age in Ward County was approximately 32 years old. This is younger than the State of North Dakota (35 years). In 2019, the largest population cohort in Ward County was between 20-24 years old, followed by the other young adult groups of 25-29 and 30-34. This

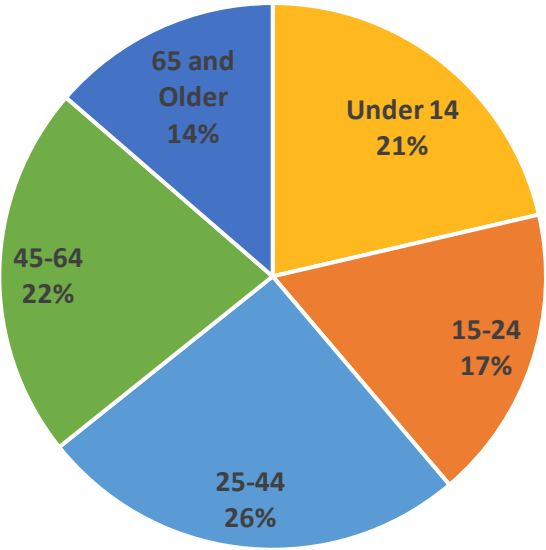
Table 1: Population and Households

	Population	Households	Household Size
2000	58,975 ¹	23,027 ¹	2.46 ¹
2010	61,675 ¹	25,029 ¹	2.36 ¹
2020	69,641 ¹	33,171 ¹	2.42 ¹
2040	84,924 ²	22,560 ²	2.47 ²
% Change (2000-2020)	18.1%	31.4%	~0%

¹Source: U.S. Census Bureau

²Source: Ward County Comprehensive Plan (2019)

Figure 13: Age Distribution





is likely partially due to Minot State University, the Minot Air Force Base, as well as economic opportunities the region provides for younger workers. According to the Minot Long Range Transportation Plan, these age cohorts are more likely to commute using diverse transportation modes including walking and bicycling. It is important to consider the demands of these large age groups in future transportation plans.

Employment

The North Dakota Job Service's Labor Market Information 2021 Report estimates a labor force of approximately 32,022 in Ward County as of June 2021. The average weekly earnings are \$953 per week. The largest industries are government; health care and social assistance; retail trade; and accommodation and food services (Figure 14). The American Community Survey (ACS) estimates approximately 2,043 total employer establishments in the county.

In 2019, the majority of Ward County employees either drove alone or carpooled to work (Figure 15). This high reliance on driving single-occupancy vehicles could mean greater numbers of automobile trips as population in the County increases, placing greater demand on the existing transportation infrastructure. Currently, only 2.6 percent of employees rely on public transportation, bike, or walk to work. This share could increase if Ward County executes various plans to improve multimodal transportation in the region.

Figure 14: Largest Industries by Employment (2021)

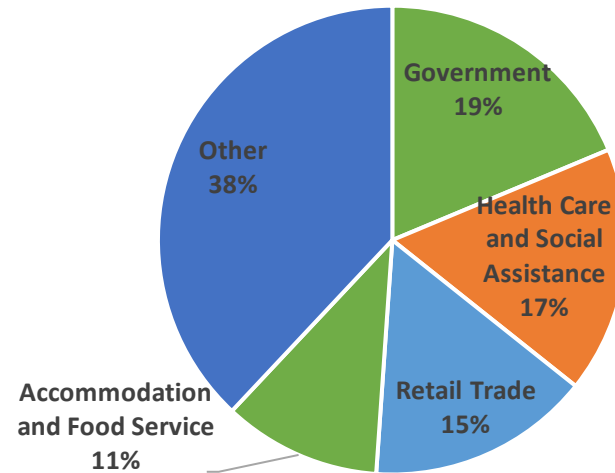
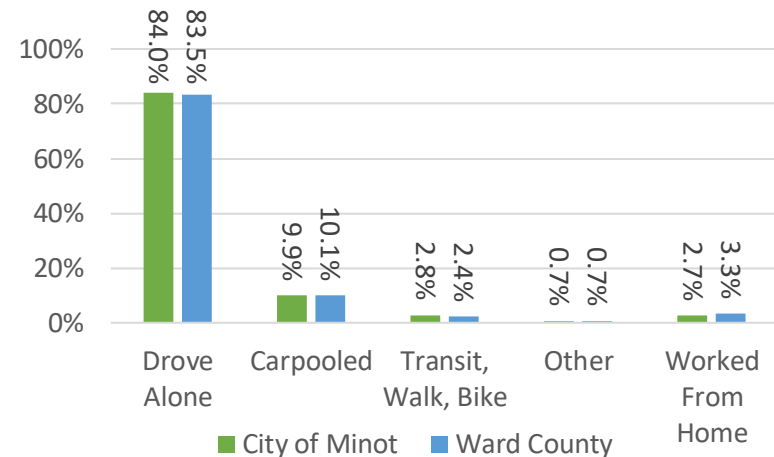


Figure 15: Means of Transportation to Work



Source: US Census Bureau – ACS 5-year Estimates (2015-2019)



II. Transportation System Characteristics

This section describes elements of the existing transportation network, information related to land use, traffic operations, safety, access, and non-motorized connections. Typical sources of data are called out where applicable.

FUNCTIONAL CLASSIFICATION

The functional classification system is used to create a roadway network that efficiently collects and distributes traffic from farms, rural subdivisions, and neighborhoods to the state highway system. A successful system coordinates and manages mobility, roadway design, and route alignment as well as seeks to match current and future access and land use with the adjacent roadway's purpose, speeds, and spacing. The functional classification system is comprised of principal arterials, minor arterials, major and minor collectors, and local roadways. Roadways classified as urban minor collectors or rural major collectors and arterials are eligible for federal transportation funds. Figure 16 shows the relationship between access and mobility/traffic speeds.

Within the study area extents, the US Highway System comprised of US 52, US 2, and US 83 are designated as Principal Arterials with applicable rural and urban sub-designations.

Figure 16: Functional Classification Relation to Access and Speed

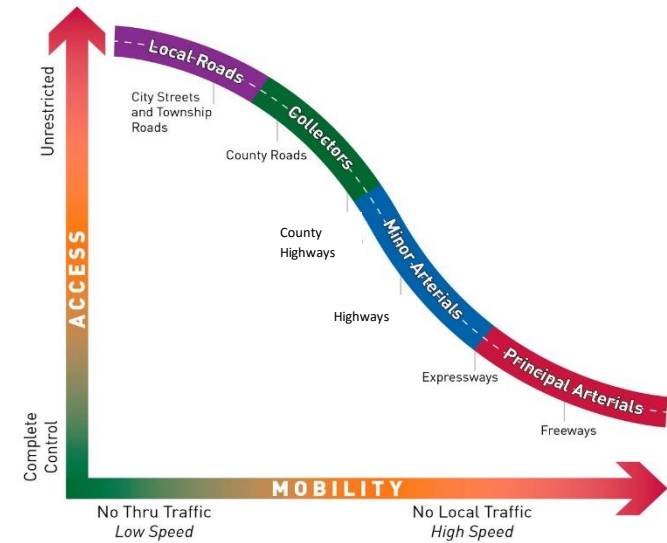


Figure 17 shows the functional class network in the study area along with 2020 traffic counts. The county road network in the study area is limited to two Major Collector classified roadways.

- County Road 16 is a Major Collector gravel roadway that travels east/west through the study area from US 52 near Logan, crossing US 83 south of Minot, and leaves the study area in the west at 62nd Street SW.
- County Road 14/37th Avenue SW is a paved, Minor Arterial roadway within the City of Minot corporate limits and serves as a significant east-west route. County Road 14 provides a valuable connection to large areas of agricultural land and rural housing developments in the southwestern portion of Ward County.
- County Road 17 is classified as a local roadway.



ROADWAY JURISDICTION

Understanding the ownership and maintenance responsibilities is essential when planning for the future of the regional roadway network. Roadway jurisdiction in Ward County has continually evolved as the region’s urbanized population grows and annexes new areas for development. As changes in roadway functions, traffic volumes, freight demands, route prioritization, and private infrastructure improvements have necessitated, Ward County has initiated discussions about jurisdictional transfers between cities and townships, detailed in Table 2. Changes in jurisdictional alignment intend to match existing conditions with the responsible agency that is best suited for that roadway use type. As potential Connector Corridor Routes are identified, further jurisdictional conversations are likely, depending on the preferred route. Figure 18 details the roadway jurisdiction and access.

Table 2: Jurisdictional Transfer Opportunities

Roadway	Length (mi)	Termini
Township Road to County Road		
16 th Street SW	2	Halfway between 37 th Avenue SW and 54 th Avenue SW to halfway between 66 th Avenue SW and 79 th Avenue SW
30 th Street SW	4	US 2 to 66 th Avenue SW
62 nd Street SW	3	County Road 14 to County Road 16
County Road to City Road		
Ward County 14	3	30 th Street SW to County Road 17 and 16 th Street SW to US 83

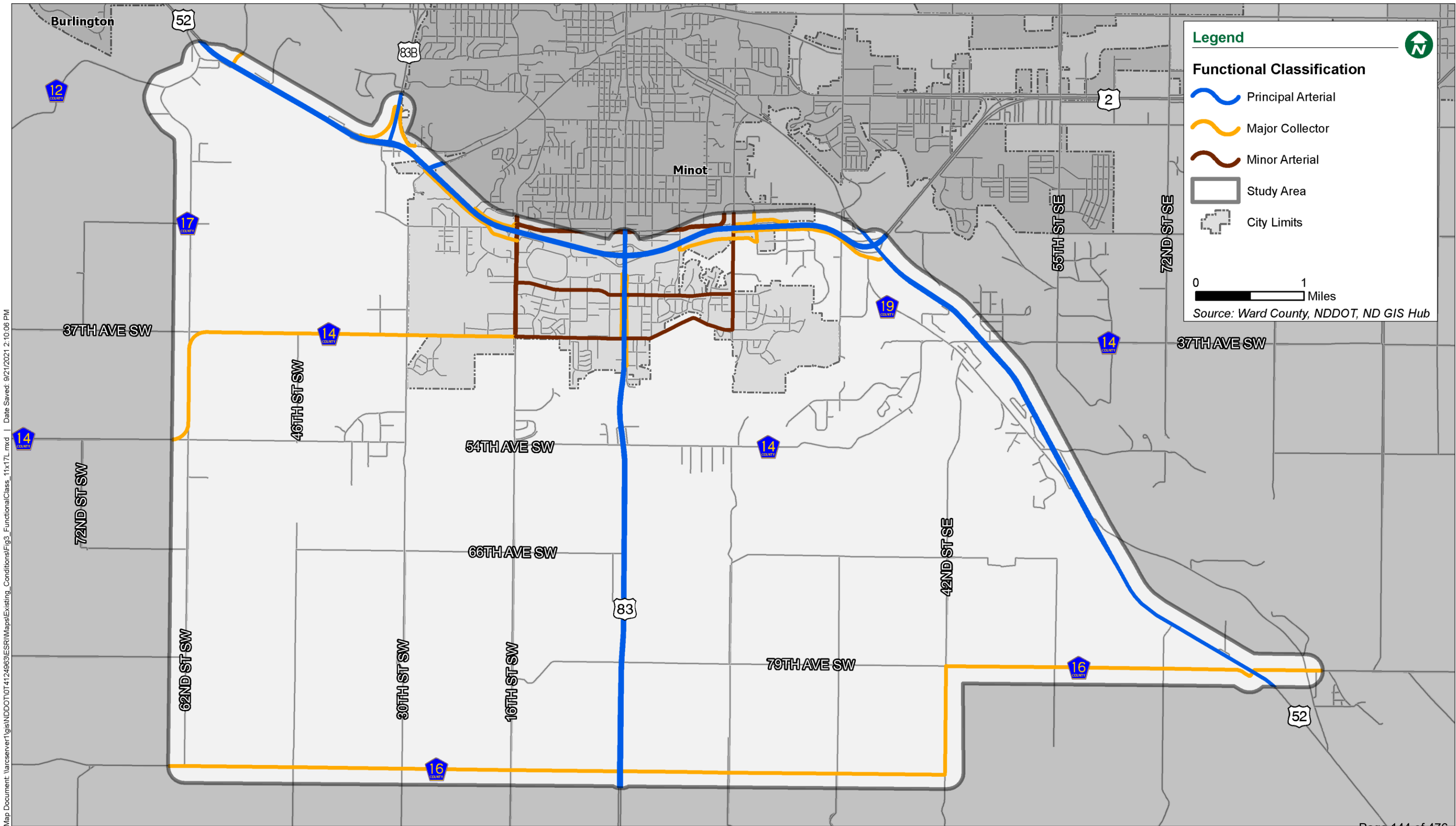
SPEED LIMITS

Posted speed limits on roads vary depending on a variety of factors, including the width of the right-of-way, surrounding land use, landscaping, road material, and road classification. Since drivers tend to drive to their conditions rather than the posted speed limit, it is important to have a proper posted speed limit. The current posted speeds of the major roads within the study area are displayed below.

- **US Highway 2:** 70 miles per hour posted speeds on rural segments and 50 miles per hour posted speeds on the urban segment.
- **US Highway 52:** Speeds of 65 miles per hour transition to 45 miles per hour as traffic approaches US Highway 2 on the east side of Minot.
- **US Highway 83:** Posted speeds are 70 miles per hour as the road enters the study area from the south. This slowly transitions down to the 40 miles per hour urban speed limit in 10mph increments. Posted speeds become 60 miles per hour just south of 54th Avenue SW. It becomes 50 miles per hour halfway between 54th Avenue SW and 37th Avenue SW, and finally transitions to 40 miles per hour as the road crosses 37th Avenue SW.
- **County Road 14:** The rural section of County Road 14 is 65 miles per hour, and the five-lane suburban section is 40 miles per hour. The southern section of the road serving Crystal Springs is 45 miles per hour.
- **County Road 16:** The section of County Road 16 through the unincorporated town of Logan has posted speeds of 40 miles per hour, while the rest of the corridor is a high-grade gravel roadway with posted speeds of 55 miles per hour.
- **County Road 17:** Posted speeds are 35 miles per hour within the study area.

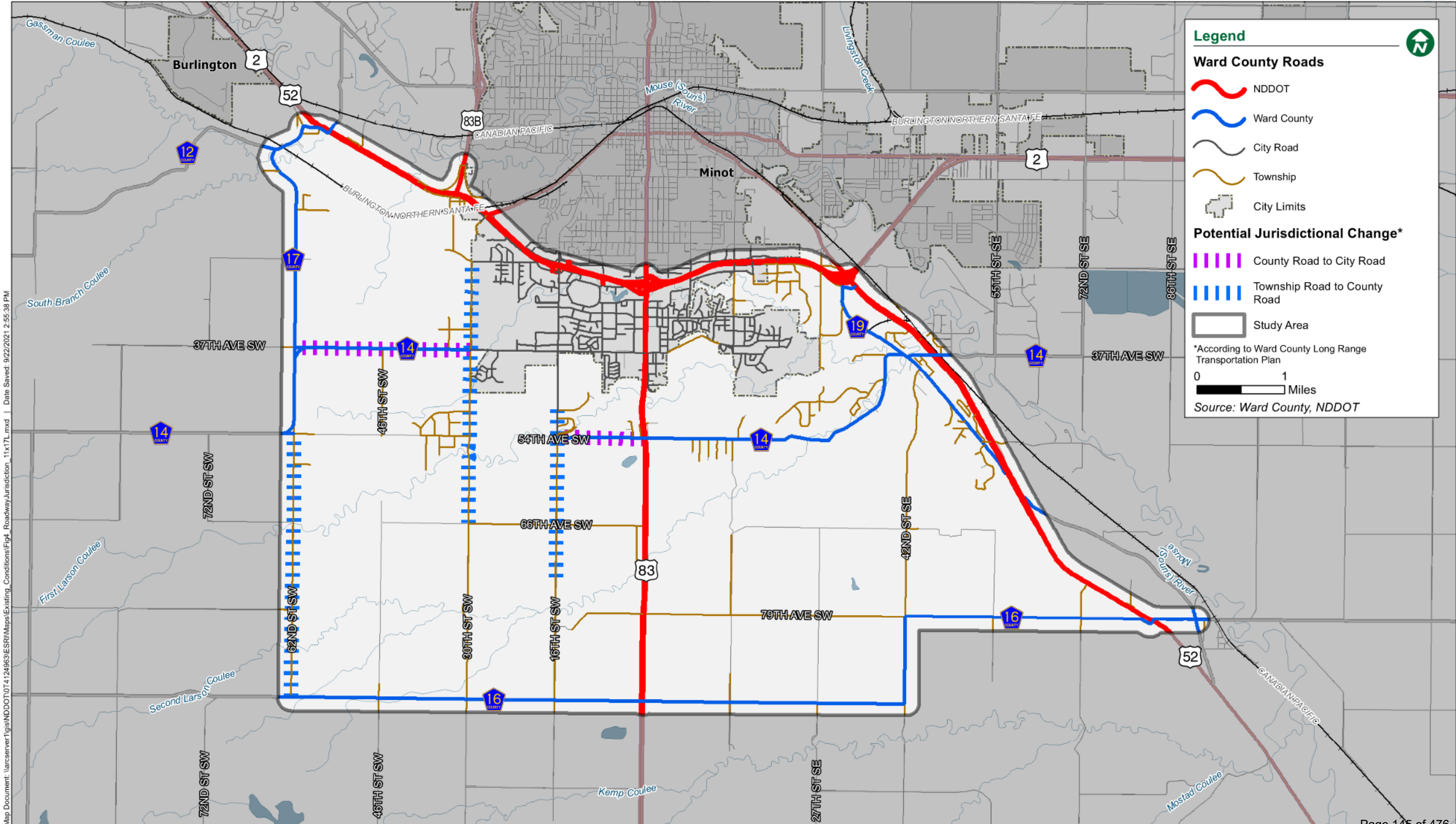


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RIGHT-OF-WAY

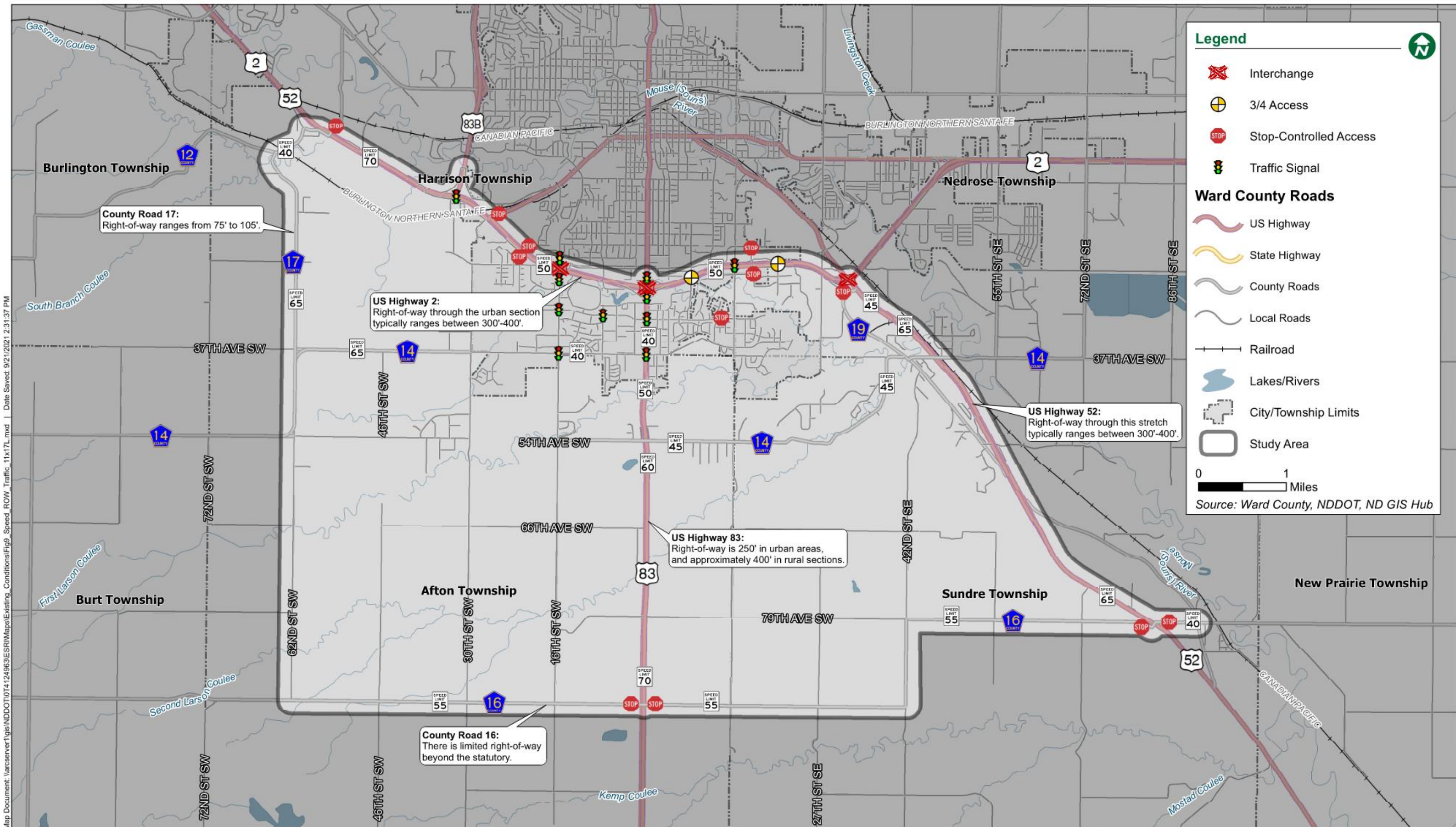
Right-of-Way (ROW) is the available space owned by the jurisdiction on which the roadway and associated utilities are located. ROW is often a constraining factor in developing alternatives, because acquiring additional ROW can be costly, increase project delivery deadlines, or stop a project altogether. ROW widths for roads within the study area are described below.

- **US Highway 2:** Right-of-way through the urban section typically ranges from 300 to 400 feet.
- **US Highway 52:** Right-of-way through this stretch typically ranges from 300 to 400 feet.
- **US Highway 83:** Right-of-way is 250 feet in urban areas and nearly 400 feet in rural sections.
- **County Road 14:** Right-of-way is 150 feet in the rural section of County Road 14.
- **County Road 16:** There is limited right-of-way beyond the statutory requirements, or 66 feet.
- **County Road 17:** Right-of-way ranges from 75 feet to 105 feet.

TRAFFIC CONTROL

Selecting the appropriate traffic control device requires consideration of traffic safety, patterns and volumes, roadway geometry, lane configurations and multimodal aspects. The Manual of Uniform Traffic Control Devices (MUTCD) provides guidance and standards on the installation of traffic control methods which consider vehicular volume, pedestrian volumes, and crash frequency thresholds for multiple roadway contexts. Listed below are the traffic control devices on major roads within the study area.

- **US Highway 2:** Two signalized at-grade intersections are presently located at the intersections of 13th Street SE and the US 83 Bypass.
- **US Highway 52:** Two signalized at-grade intersections are presently located at the intersections of 13th Street SE and the US 83 Bypass, located in the stretch shared with US Highway 2.
- **US Highway 83:** This corridor is primarily traffic signal controlled, with some two-way stop control present for minor cross streets.
- **County Road 14:** There is one signalized intersection within the study area, at the intersection of 16th Street SW.
- **County Road 16:** There is two-way stop control (stopping County Road 16) at both US Highway 83 and US Highway 52.
- **County Road 17:** There is two-way stop control at the intersection of US Highway 2/52. There are no traffic signals on this road within the study area.





PAVEMENT CONDITION

Timely pavement rehabilitation has the potential to be six to 14 times more cost-effective than rebuilding a deteriorated road. Poor pavement conditions can add nearly \$600 to the annual cost of car ownership due to damaged tires, suspension, reduced fuel efficiency, and accelerated vehicle depreciation. Two sets of pavement ratings are used in this study, NDDOT's pavement condition ratings (PCR) and Ward County's combined present serviceability rating (PSR), as shown below in Figure 22. NDDOT's PCR rating system assigns a value between one and 100, with numerical ratings grouped into categories: Good (86-100), Satisfactory (71-85), Fair (56-70), Poor (41-55), Very Poor (25-40), Serious (10-24), and Failed (less than 10). Ward County's PSR system is a scale of zero to five, with five being in best condition and lower numbers having lower quality pavement conditions.

- **US Highway 2:** The pavement of US Highway 2 is in good condition.
- **US Highway 52:** The pavement of US Highway 52 is in good condition.
- **US Highway 83:** The pavement of US Highway 83/Broadway is in good condition.
- **County Road 14:** Pavement conditions on County Road 14 are mostly Fair, with a PSR between 3.01-3.40. Some portions of the road are in Satisfactory condition, mostly within the first 1.5 miles east of US Highway 83/Broadway, having a PSR between 3.41 and 3.80.
- **County Road 16:** Gravel roadway throughout the study area.
- **County Road 17:** The PSR for County Road 17 is between 3.41 and 3.80.

Load Rating

Every road managed by Ward County and the North Dakota Department of Transportation is designed to carry a certain load weight (Figure 21). Many of Ward County's roadways are designed to carry vehicles up to 80,000 pounds while most of NDDOT's roadways in this study area are designed to carry up to 105,500 pounds. However, other roadways throughout Ward County see lower design weights and either are subject to spring load restrictions and/or overweight permitting. Ensuring the bypass can support the heaviest freight movements is an important component of its usefulness in attracting freight movements to the bypass and away from the urban core.

Figure 21: Spring load restrictions in the study area are primarily 7-ton per axle on county roads

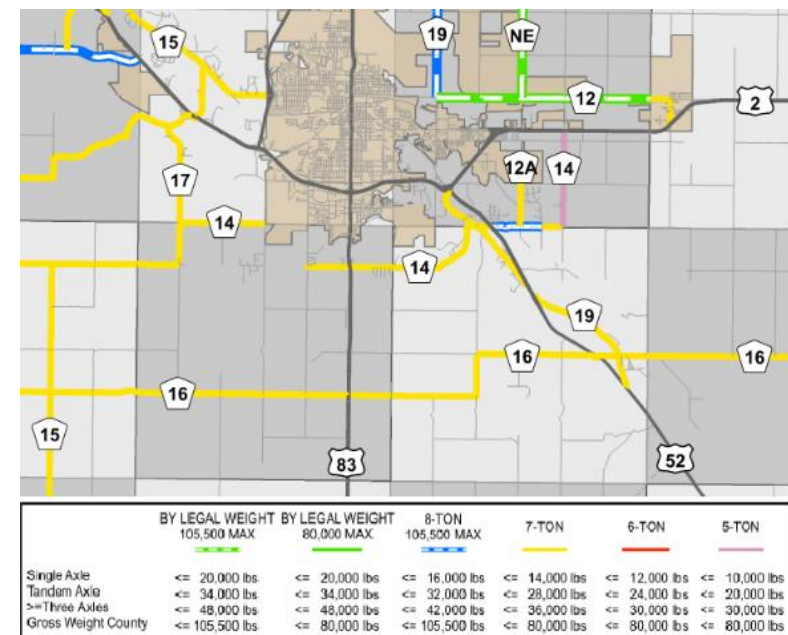
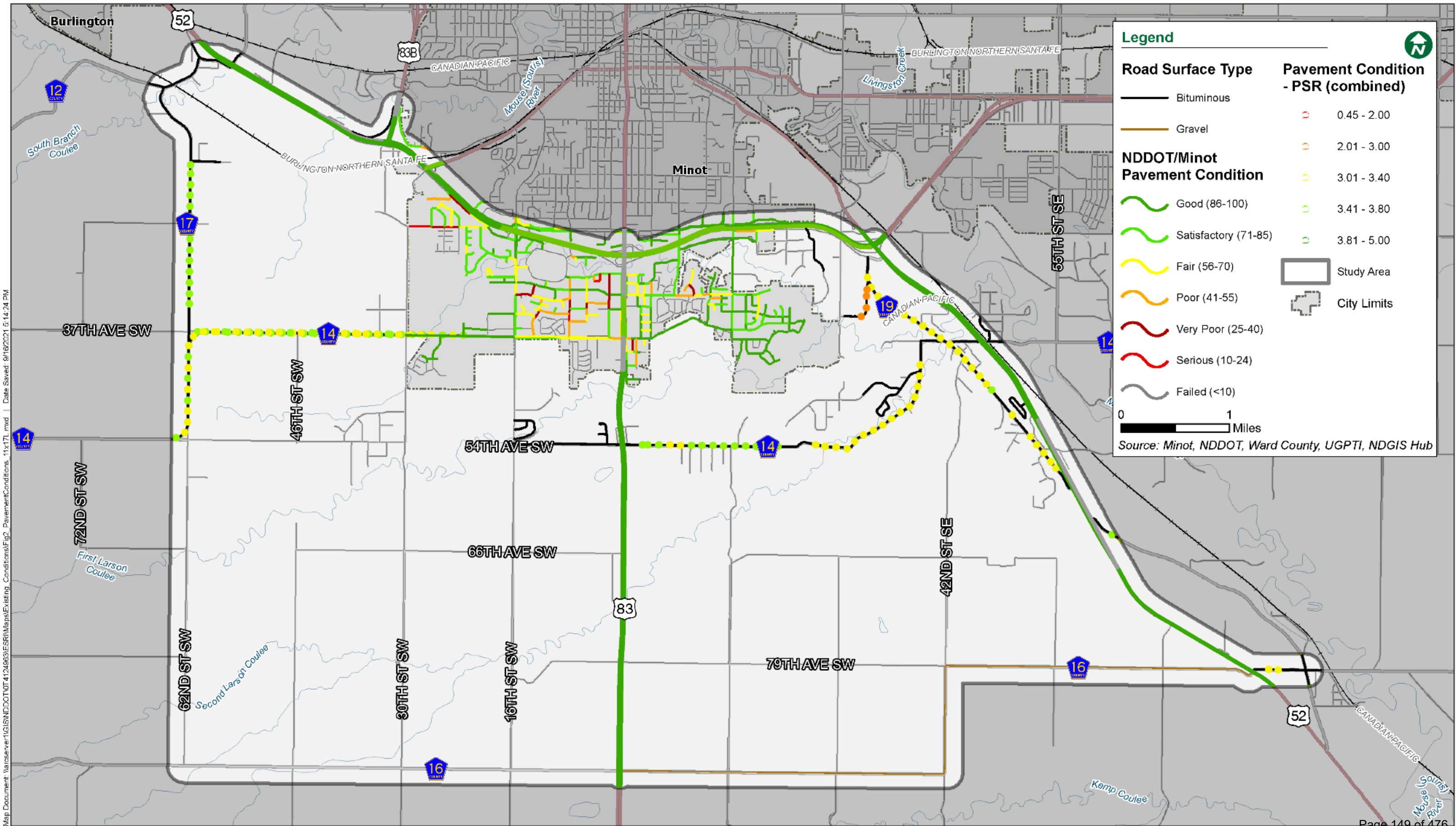




Figure 22: Pavement Conditions





III. Existing Traffic Trends and Patterns

EXISTING TRAFFIC

Understanding the existing traffic demands and patterns can help evaluate the need for a new connector route and identify deficiencies on the existing system that may require improvements, with or without the new connector route. The existing traffic demands in the study area vary widely.

- **US 83/Broadway.** The greatest traffic demands in the study area are on US 83. US 83/Broadway in south Minot carries over 26,000 vehicles per day traveling through the corridor near the US 2/52 interchange, the highest in the region. As US 83 progresses south traffic decreases to 5,100 at the southern boundary of the study area.
- **US 2/52.** As an important east-west route through North Dakota, US 2/52 carries a significant volume of traffic. On the western and eastern ends of this study area, traffic approaches 18,700 vehicles per day, with volumes closer to 15,000 vehicles per day throughout Minot.
- **US 52.** After US 52 splits from US 2, traffic on US 52 declines significantly to around 7,000 vehicles per day.

- **County Road 16.** Existing travel demand on County Road 16 is relatively low, under 100 vehicles per day.
- **County Road 14.** As a minor arterial, CR 14 is a significant east-west route for rural housing development and agricultural activities. On the western end of CR 14, west of Minot, traffic volumes are around 1,700 vehicles per day, while east of Minot, traffic volumes are less than 1,000 vehicles per day.



FREIGHT/TRUCK ACTIVITY

North Dakota is unique in that approximately 78 percent of its freight flows are outbound. Agricultural and Petroleum products that represent the majority of North Dakota outbound freight are traveling most frequently by rail with truck transportation representing approximately a quarter of outbound freight travel. A majority of inbound North Dakota freight demand is served by truck transportation. These freight movements are critical to the state and local economies and must be supported by the transportation network. Therefore, truck activity is a vital factor to consider when evaluating potential impacts from a connector route. While the movement of freight is a critical component of the local, state, and national economies, trucks have greater impacts to traffic flow, safety, and quality-of-life compared to passenger cars, especially in higher traffic urban areas.

- A higher percentage of trucks in the traffic stream can lower the effective capacity of a roadway, with FHWA data showing an approximate 0.5 percent reduction in capacity for every one percent increase in truck traffic on four-lane highways. This impact is exacerbated by traffic control at at-grade intersections due to the lower acceleration and deceleration rates of trucks when compared to passenger cars.
- Crashes involving trucks are more likely to result in severe injuries or fatalities, with national data showing that trucks made up 10 percent of all vehicles involved in fatal crashes while only being four percent of registered vehicles (National Safety Council, 2019).
- Trucks generate more vehicle emissions and more traffic noise than passenger cars, which can affect the quality-of-life for residents.

Existing Truck Traffic

While truck traffic is down from the peak of oil and gas activity in the early 2010s, there is still significant truck traffic in the Minot area.

- US 2
 - US 2 carries the highest truck traffic volumes of all study area roadways.
 - East of US 52, trucks make up around 10 percent of vehicles, with daily truck volumes ranging between 800 and 1,200 vehicles per day.
 - Between US 52 and the US 83 Northwest Bypass, trucks are 11 to 14 percent of the traffic stream, with daily truck volumes being between 2,000 and 2,200 per day.
 - West of the US 83 Northwest Bypass, truck traffic is around 15 percent of the traffic stream, with around 1,700 trucks per day.
- US 83
 - In the urbanized area just south of US 2, truck traffic is around four percent of traffic, with around 830 trucks per day.
 - Truck traffic is lower north of US 2, with around 320 trucks per day (around 1.5 percent of traffic).
 - Truck traffic is a more considerable percentage of the overall traffic stream south of Minot (13 to 15 percent of traffic), however the overall number of trucks is generally similar to the urbanized area, with around 1,000 trucks per day near 54th Avenue South and near County Road 16



- US 52
 - US 52 carries around 900 trucks per day between US 2 and County Road 16. Truck traffic is around 12 percent of the total traffic south of US 2 and around 19 percent of traffic near County Road 16

Major Traffic Generators

There are some major traffic generators within the Ward County study area, mainly falling in three categories: agricultural, commercial, and industrial. Many of the major traffic generators are industrial properties, mainly being either oil/gas production or gravel production.

- **Agricultural** – Minot Milling, CHS Sun Prairie, Wilbur Ellis, and Viterra Grain. These agricultural generators are all located north of the study area, with many of them located near the intersection of County Road 12 and 27th Street NE.
- **Commercial** – Downtown Minot, Dakota Square Mall, and Walmart. Both the Dakota Square Mall and the Walmart are within the study area, and are in close proximity to US Highway 2/52 and US Highway 83, respectively.
- **Industrial** – Cenex Pipeline, Gravel Products Pits 1, 2 and 3, Sundre Sand and Gravel, and Farstad Oil. Locations for these traffic generators vary, although most of them are located to the east of Minot. Both the Cenex Pipeline and Gravel Products Pit 1 are located directly adjacent to US Highway 2/52.

- **Additional Major Traffic Generators** – Additional major traffic generators include Minot International Airport, the State Fairgrounds, and Minot State University. Trinity hospital, once complete, will also be a major traffic generator. Completion is expected in late 2022.

Minot Air Force Base

As part of the Minot Air Force Base, the 91st Missile Wing employs 1,600 airmen and operates approximately 150 ICBM sites throughout an expansive territory that comprises approximately 12 percent of North Dakota's land including the majority of Ward County. The 91st Missile Wing requires a reliable network of roadways for its operation and supports the maintenance of its designated routes through the region. The Connector Corridor likely will support these operations either directly as a designated route or indirectly by reducing congestion through other routes. The connector corridor would provide an additional opportunity to avoid the urban core of Minot and the US 83/Broadway and US 2/52 interchange.

The United States Air Force is preparing to construct and renovate facilities related to the 91st Missile Wing over 10 years beginning as early as 2023 ending by 2036. The scope of this project is extreme and would require accommodating up to 1,200 construction workers and support personnel on a temporary basis. This project will see significant impacts to traffic in and around Minot and Ward County.

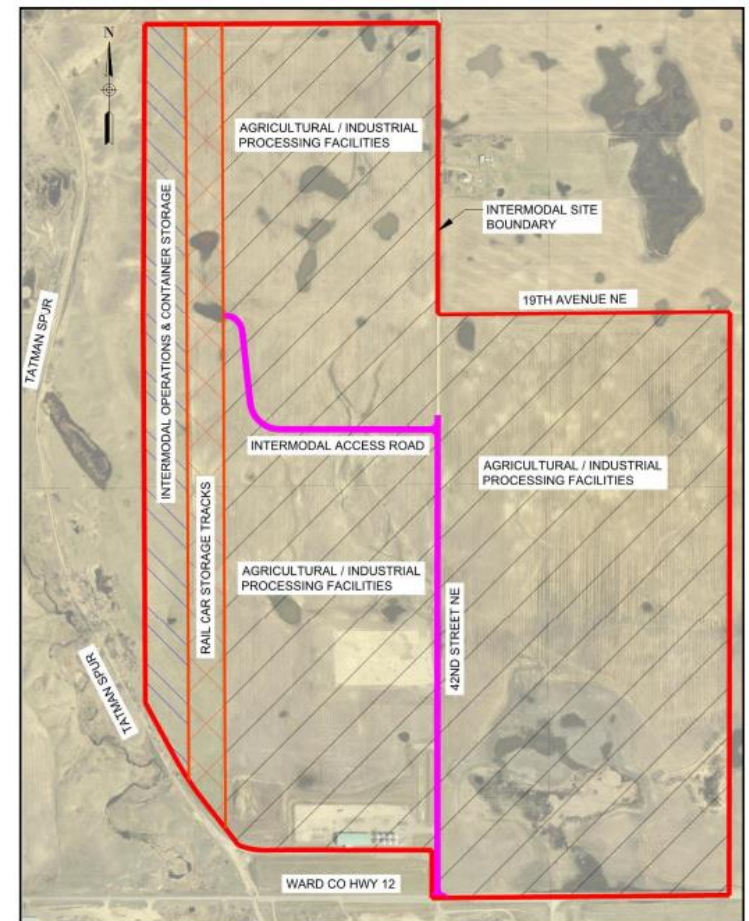


Port of North Dakota

Recently, the Port of North Dakota (located along CR 12 and 42nd Street in northeast Minot) began the first intermodal rail service in North Dakota, with the intent of reducing shipping costs for moving goods to international ports (Figure 23). They currently service more than 500 independent agricultural producers within a 150 mile radius and will begin hauling soybeans during the 2021 harvest.

The intermodal facility gets empty containers from large cities receiving international exports. The containers are then loaded with products and commodities and sent to international markets. Each unit train sent from the intermodal facility contains 220 to 330 cars. The success of the Port of North Dakota will simultaneously increase local and regional truck traffic to the Port but reduce the long haul truck traffic that has historically hauled these products.

Figure 23: General Site Layout of Port of North Dakota



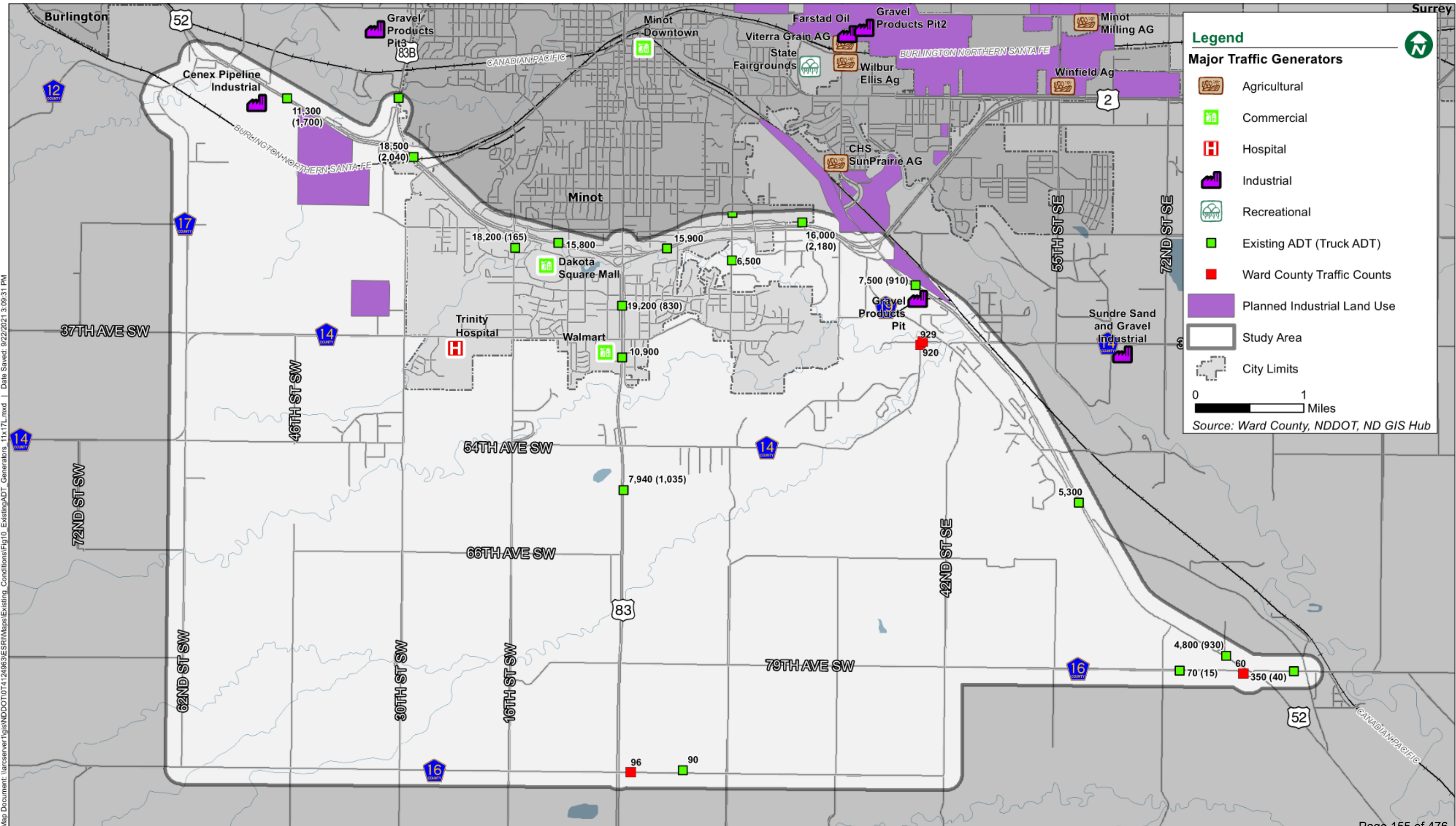


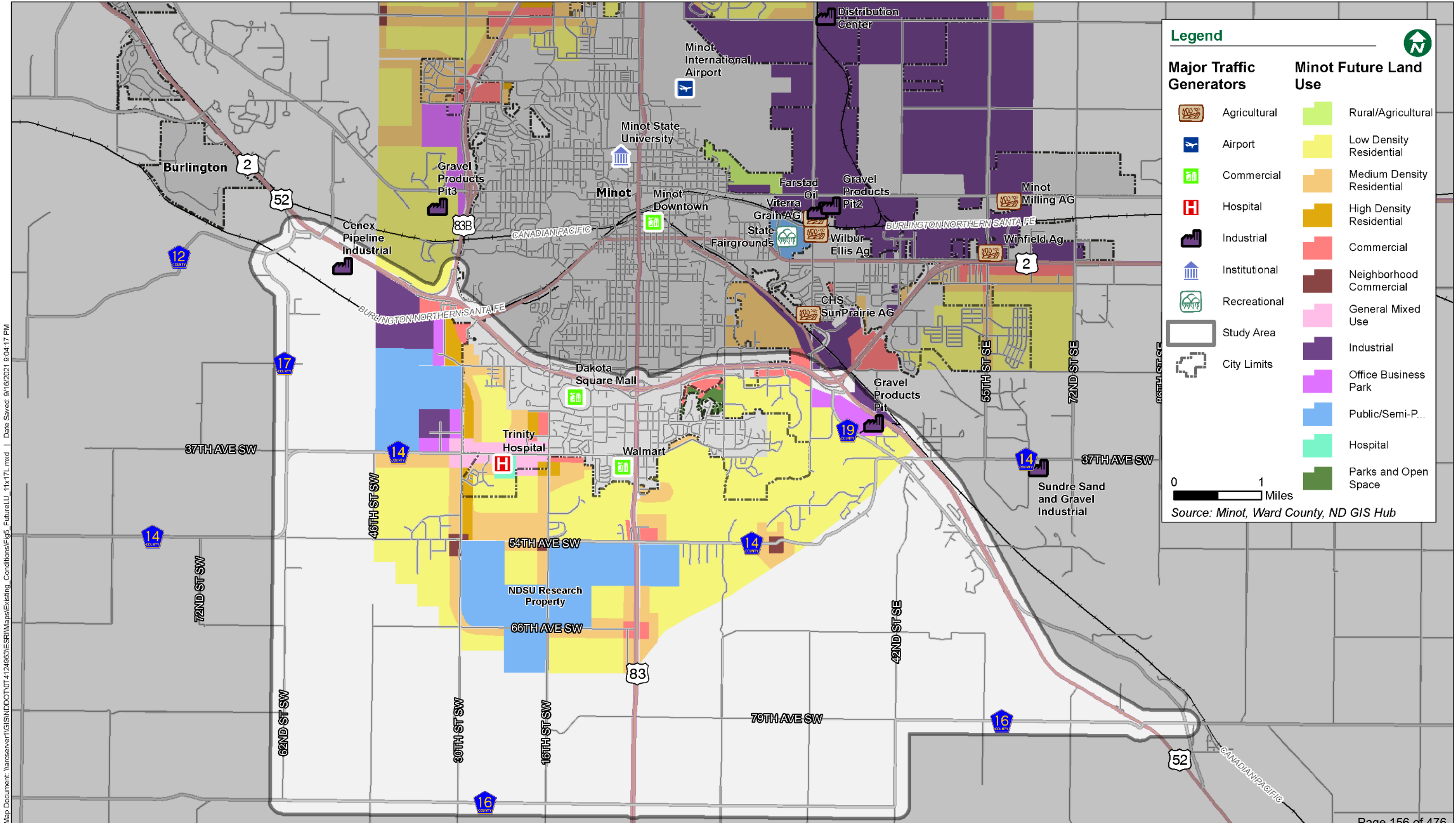
Future Land Use Patterns

Future land use outside the Minot City Limits is primarily low density residential (Figure 25). Nodes of high and medium density residential follow key future corridor alignments proposed in the Minot 2035 Transportation Plan. These include the route along 30th Street SW and 66th Avenue SW identified as a potential bypass route in this report. These residential nodes follow the proposed prominent growth pattern to the southwest of the current city limits. An additional land use in this area is the Trinity Hospital expansion, which is currently under construction along County Road 14. This campus is currently slated to be completed at the end of 2022.

Commercial blocks at major intersections along US Highway 83/Broadway are planned, including at 54th Avenue SW and 66th Avenue SW. Other stretches of commercial usage are planned along the south side of US Highway 2. There is a small number of parks and open space planned, along 13th Avenue SE south of US Highway 2/52.

The two other major future land uses surrounding Minot are public/semi-public space and industrial usage. The public/semi-public space is concentrated south and west of the current city limits of Minot, some of which is located along the Southwest connector corridor study area on 30th Street SW. The other main public/semi-public space is also located on the Southwest Bypass corridor, and is located between 54th Avenue SW and 66th Avenue SW. This property is a research property owned by NDSU. Most of the future industrial land use is located to the west of Minot International Airport, outside of the study area. This includes the expansion of the Port of North Dakota. There are some future industrial parcels located south of US Highway 2/52 on the west side of Minot, next to the current Cenex Pipeline industrial site.







ORIGIN-DESTINATION ANALYSIS

Origin-destination analysis was performed to better understand regional traffic patterns. Origin-destination data can help provide information related to the amount of traffic that could be reasonably expected to utilize a future connector route instead of traveling on US 2 through the developed part of Minot.

Origin-destination analysis was performed using data obtained from StreetLight Data. StreetLight Data provides transportation data to transportation agencies and professionals that is collected via anonymized location data from mobile phones and navigation devices.

Origin-destination analysis focused on the following locations:

- US 2 – West of the US 83 Northwest Bypass
- US 83 Northwest Bypass – North of US 2
- US 83 – South of County Road 16
- US 52 – South of County Road 16
- US 2 – East of East Burdick Expressway

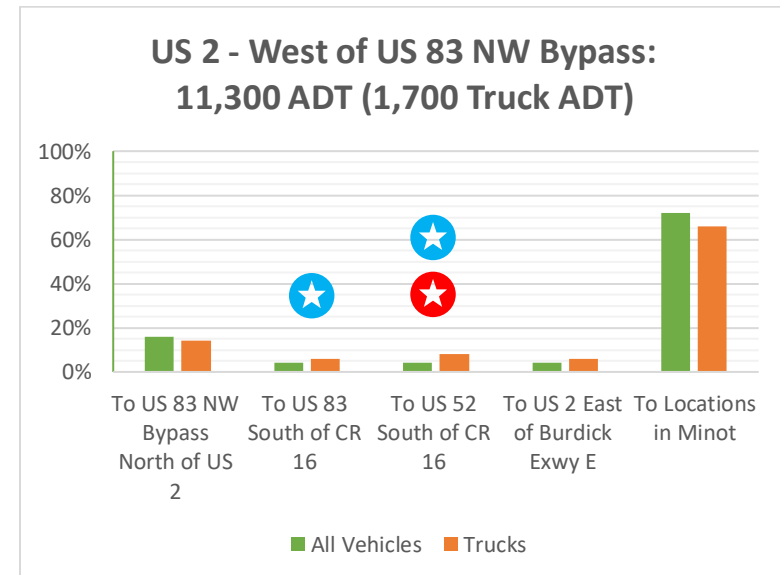
US 2 – West of the US 83 Northwest Bypass

Based on the origin-destination data for US 2 west of the US 83 northwest bypass, around 28 percent of traffic is destined for locations outside of Minot, with the remaining 72 percent of traffic having a destination somewhere in Minot (Figure 26). A similar trend is seen for truck traffic, however slightly more truck traffic is regional in nature, with around 34 percent of trucks having destinations somewhere outside of Minot.

The most common destination for regional traffic is the northwest bypass (16 percent of all vehicles and 14 percent of trucks).

The destinations that could benefit from a connector route (south US 83 and south US 52) have a combined total of around 14 percent of the truck traffic seen on US 2 to the west and have around 8 percent of overall traffic.

Figure 26: O-D Analysis – US 2 – West of US 83 NW Bypass



Traffic that could benefit from southeast portion of connector route



Traffic that could benefit from southwest portion of connector route



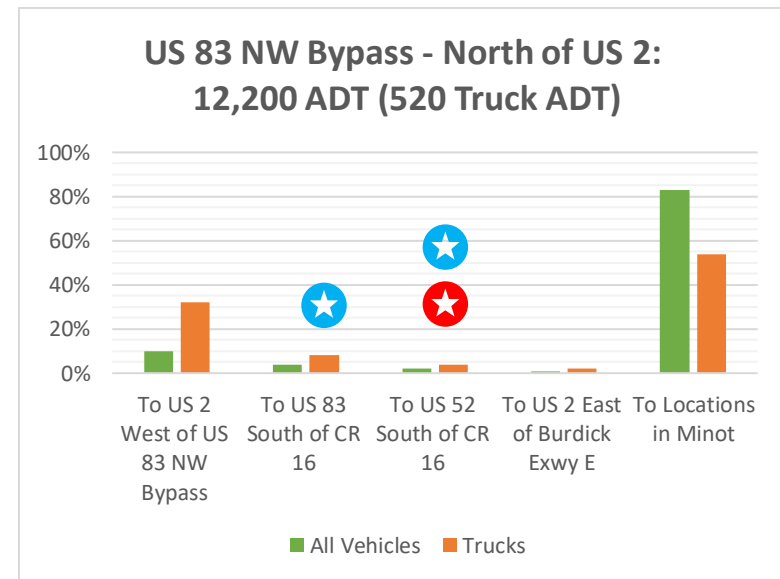
US 83 Northwest Bypass – North of US 2

Around 17 percent of overall traffic observed on the northwest bypass just north of US 2 has trip destinations outside the Minot area, however a much higher percentage of truck traffic is regional in nature, with around 46 percent of truck traffic having destinations outside Minot (Figure 27).

The highest regional traffic movement for both overall traffic and for truck traffic at this location is to US 2 to the west of Minot. Around 32 percent of truck and 10 percent of overall traffic observed on the northwest bypass is destined for locations west of Minot.

The destinations that could benefit from a connector route (south US 83 and south US 52) have a combined total of around 12 percent of the truck traffic seen on the northwest bypass and have around six percent of overall traffic.

Figure 27: O-D Analysis – US 83 NW Bypass – North of US 2



Traffic that could benefit from southeast portion of connector route



Traffic that could benefit from southwest portion of connector route



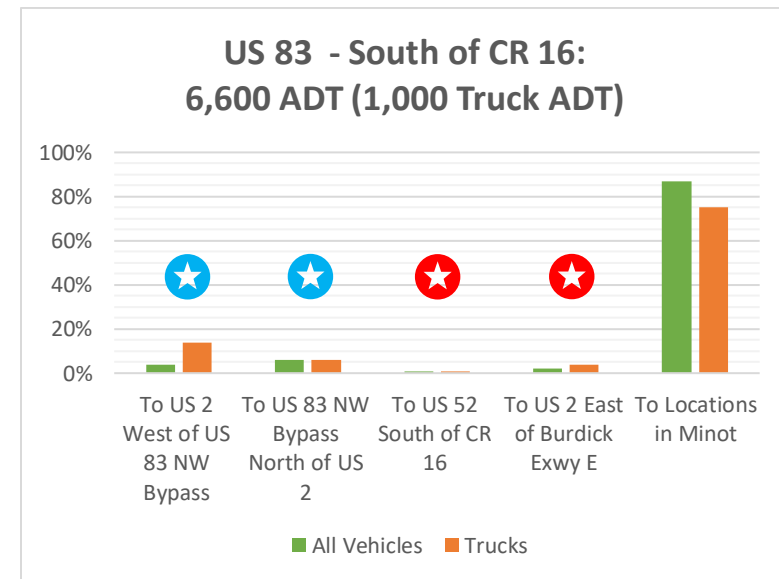
US 83 – South of County Road 16

Around 13 percent of overall traffic observed on US 83 south of County Road 16 is regional in nature with trip ends outside Minot. Truck traffic is comparatively more regional in nature, with around 25 percent of truck traffic being destined for locations outside Minot (Figure 28).

The most common regional destination for truck traffic is US 2 west of Minot (around 14 percent of truck traffic), with the most common regional destination for overall traffic being the US 83 northwest bypass (around six percent of overall traffic).

The destinations that could benefit from a connector route (west US 2 and the northwest US 83 bypass) have a combined total of around 20 percent of the truck traffic seen on south US 83 and have around 10 percent of overall traffic.

Figure 28: O-D Analysis – US 83– South of County Road 16



 Traffic that could benefit from southeast portion of connector route

 Traffic that could benefit from southwest portion of connector route



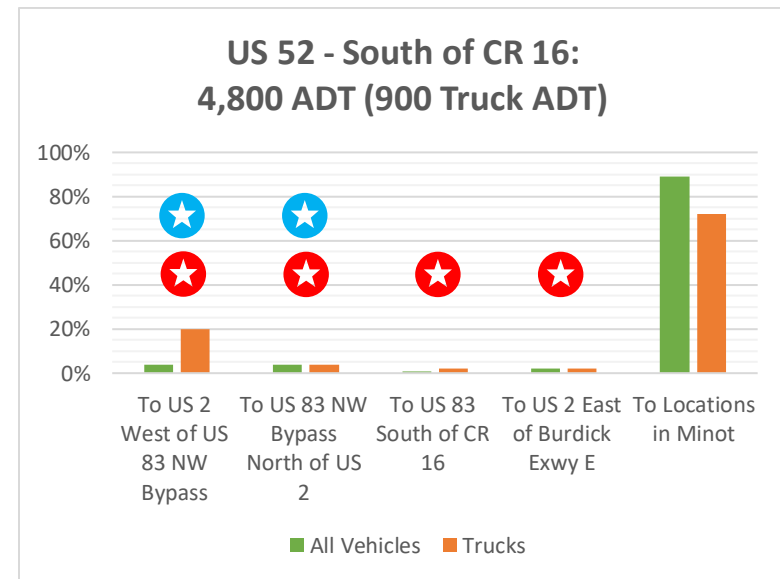
US 52 – South of County Road 16

Around 11 percent of overall traffic observed on US 52 south of Minot has destinations outside of Minot. Truck traffic has a higher percentage of regional trips, with around 28 percent of trucks having destinations outside of Minot.

The most common truck destination is US 2 west of Minot (around 20 percent of truck traffic). No regional destination has more than four percent of overall traffic (Figure 29).

The destinations that could benefit from a connector route (west US 2 and the northwest US 83 bypass) have a combined total of around 24 percent of the truck traffic seen on south US 52 and have around eight percent of overall traffic.

Figure 29: O-D Analysis – US 52 – South of County Road 16



 Traffic that could benefit from southeast portion of connector route

 Traffic that could benefit from southwest portion of connector route

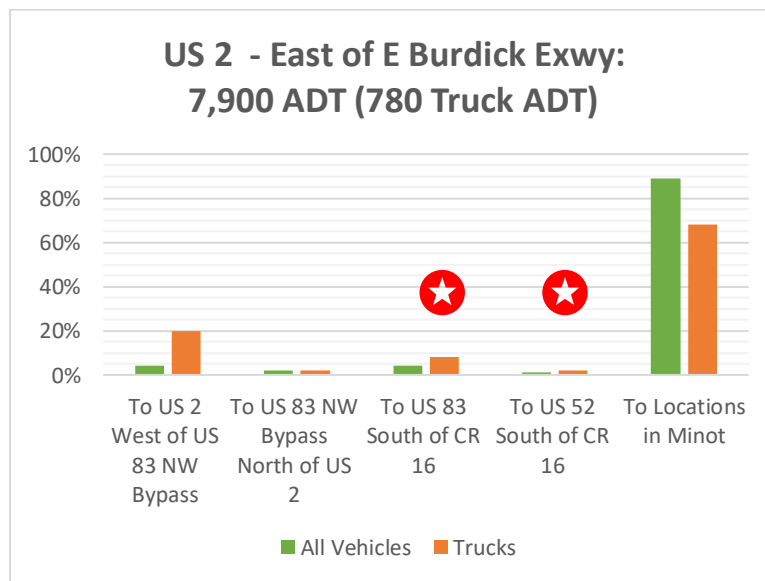


US 2 – East of Burdick Expressway

Around 11 percent of overall traffic observed on US 2 east of East Burdick Expressway has destinations outside of Minot. Like the other locations studied, truck traffic is more regional in nature, with around 32 percent of truck traffic having destinations outside of Minot.

The most common truck destination is west of Minot via US 2. Around four percent of overall traffic is destined for both US 2 west of Minot and for the US 83 northwest bypass (Figure 30).

Figure 30: O-D Analysis – US 2 – East of East Burdick Expressway



Traffic that could benefit from southeast portion of connector route

Summary of Origin-Destination Analysis

Based on available data under existing traffic conditions, it is expected that a connection route could draw the following traffic volumes, removing them from US 2/52 through the developed part of Minot:

- Southwest portion of connection route (west of US 83)
 - 1,300 total vehicles per day
 - 900 trucks per day
 - This is around half of the existing truck traffic on US 2 through the developed part of Minot
- Southeast portion of connection route (east of US 83)
 - 400 total vehicles per day
 - 300 trucks per day

It should be noted that there are origin-destination pairs with one trip end in the developed area of Minot that could benefit from a future connector route. These cases will be analyzed in more detail in subsequent phases of this study.



IV. Existing Traffic Operations

Existing traffic operations along the US 2/52 corridor through the study area were evaluated using transportation data obtained from StreetLight Data.

Traffic operations analysis is largely based on travel times between key locations, using this travel time data to infer delays. Travel time analysis was performed for the AM and PM peak periods, and this was done by comparing data from each peak period (7:00 to 9:00 AM and 4:00 to 6:00 PM) to free flow conditions (assumed to be 9:00 PM to 5:00 AM).

Estimated travel delays under AM and PM peak hour traffic conditions shown in Figure 31 and Figure 32, respectively, with discussion provided below.

ESTIMATED LEVEL OF SERVICE

Travel time data was used to estimate corridor levels of service (LOS) using concepts from the *Highway Capacity Manual*. Level of service is a letter grade that is used to describe the quality of traffic flow, with LOS A indicating near free-flow conditions with few delays and LOS F indicating a breakdown of traffic flow with major delays.

Analysis in this report will consider operations at LOS E or LOS F deficient, in accordance with typical design standards in the region.

The following criteria was used when estimating corridor levels of service. Note that these criteria use travel speed and not travel time, but travel speeds were estimated using travel time data.

- **LOS A:** Travel speeds are at free flow speeds
- **LOS B:** Travel speeds are between 1 percent and 10 percent lower than free-flow speeds
- **LOS C:** Travel speeds are between 10 percent and 18 percent lower than free-flow speeds
- **LOS D:** Travel speeds are between 18 percent and 27 percent lower than free-flow speeds
- **LOS E:** Travel speeds are between 27 percent and 36 percent lower than free-flow speeds
- **LOS F:** Travel speeds are more than 36 percent lower than free-flow speeds.

AM PEAK TRAFFIC OPERATIONS

US 52 – US 2 to CR 16

Southeast-Bound

Delays on southeast-bound US 52 are minimal under existing conditions, with southeast-bound travel times in the AM peak hour being within 5 percent of free flow travel times. These travel times correspond to LOS B.

Northwest-Bound

With bedroom communities of Logan, Sawyer, Velva, Voltaire and rural subdivisions along the US Highway 52 corridor, delays are more substantial in the northwest-bound direction, particularly between 7:30 am and 8:30 am. Travel time data indicates northwest-bound travel times are around 23 percent higher when compared to free-flow conditions.



Most delays are concentrated between CR 14 and US 2, and estimated delays as are consistent with field observations of AM peak queues near the interchange with US Highway 2.

With the PM peak hour congestion, travel times correspond to operations at LOS D, which is still within design standards, but approaching deficient operations.

US 2 – CR 17 to US 52

Westbound

Delays on US 2 are most concentrated in the most developed parts of Minot. Westbound travel times are 15 percent to 20 percent higher compared to free flow conditions between US 52 and the US 83 northwest bypass, with few delays west of the bypass. Observed travel times correspond with westbound operations at LOS C.

Eastbound

Some eastbound delay is present as well, with eastbound travel times being 15 percent higher than free flow conditions between the US 83 northwest bypass and US 83. Delays begin to taper off east of US 83, returning to near free flow conditions east of 13th Street East. These travel times correspond to LOS C.

US 83 – CR 16 to US 2

Northbound

Northbound delays are minimal south of CR 14, with travel times being within 5 percent of free flow conditions. This corresponds to operations at LOS B.

Delays are however more considerable between CR 14 and US 2, with travel times 18 percent higher than free flow conditions. This corresponds to operations at LOS C.

Southbound

Southbound delays south of CR 14 are slightly higher than they are in the northbound direction, corresponding to operations at LOS C, with travel times being around 15 percent higher than free flow conditions.

Delays are minimal between US 2 and CR 14, with travel times only 6 percent higher than free flow conditions, corresponding to operations at LOS B.



PM PEAK TRAFFIC OPERATIONS

US 52 – US 2 to CR 16

Southeast-Bound

Travel time data indicates that traffic returning to bedroom communities of Minot has less congestion impacts in the evening when compared to the opposite traffic flow in the morning. Between CR 14 and US 2, southeast-bound travel times are 8 percent higher than free flow conditions, corresponding to operations at LOS B.

South of CR 14, operations are at LOS B, with travel times within 5 percent of free flow conditions.

Northwest-Bound

Northwest-bound travel times are 8 percent higher than free flow conditions, corresponding to operations at LOS B.

LOS B is also experienced south of CR 14, with travel times within 5 percent of free-flow travel times.

US 2 – CR 17 to US 52

PM peak hour delays are generally similar to AM peak hour delays, with congestion concentrated in the developed part of Minot between the US 83 northwest bypass and US 52.

Eastbound

Between the US 83 northwest bypass and US 83, travel times are 20 percent higher than free flow conditions, corresponding to operations at LOS C.

Delays taper off between US 83 and US 52, with travel times being around 7 percent higher than free-flow conditions, corresponding to operations at LOS B.

Westbound

Between the US 83 northwest bypass and US 83, westbound delays are more considerable than eastbound delays, with travel times being 35.4 percent higher than free flow conditions. These operations correspond to LOS D, which is approaching deficient operations.

Congestion is less pronounced between US 52 and US 83, with travel times being around 18 percent higher than free flow conditions, which corresponds with operations at LOS C.

US 83 – CR 16 to US 2

Northbound

Between US 2 and CR 14, northbound travel times are around 33 percent higher than free-flow conditions, which corresponds to operations at LOS D. It should be noted that the generalized approach of translating travel times to level of service does not perfectly capture intersection-related delays that can be experienced at the urban intersections in the south Minot business district.

South of CR 14, northbound PM peak hour travel times are within 5 percent of free flow conditions, corresponding to operations at LOS B.



Southbound

Southbound delays are less significant between US 2 and CR 14 when compared to the northbound direction, with travel times around 16 percent higher than free flow conditions, corresponding to operations at LOS C.

South of CR 14, travel times are within 5 percent of free-flow conditions, also operating at LOS C.

Traffic Operations Summary

Using the travel time-based approach described above, it appears that traffic operations are generally good in the less developed areas outside the Minot urbanized area (no worse than LOS C during peak hours), however operations are poorer within Minot city limits, with LOS D observed on US 52 in the AM peak hour and LOS D observed on US 83 and US 2 in the PM peak hour.

As this study progresses into future conditions analysis and alternatives development, intersection-level delays will be better quantified using traffic simulation.

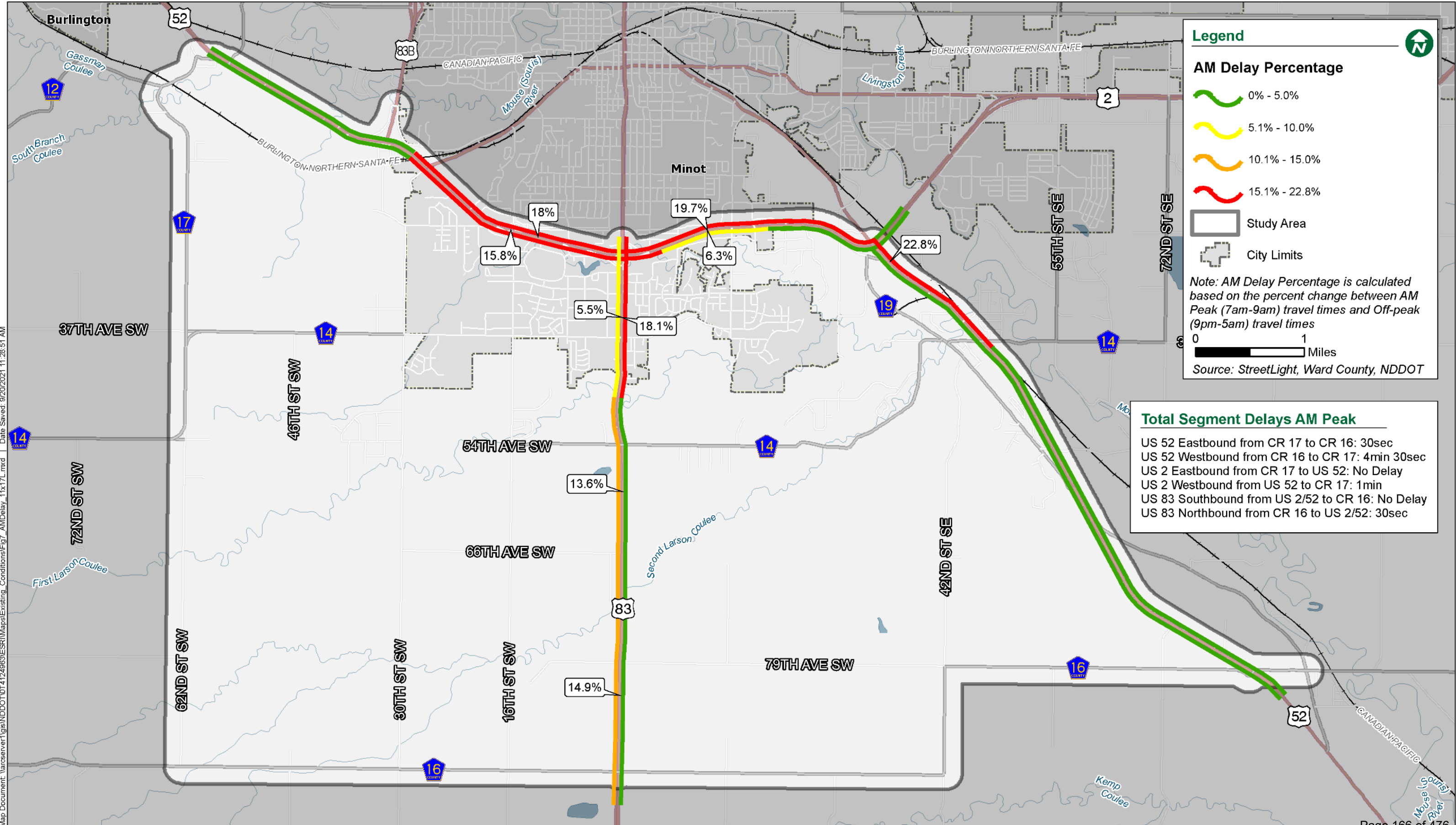
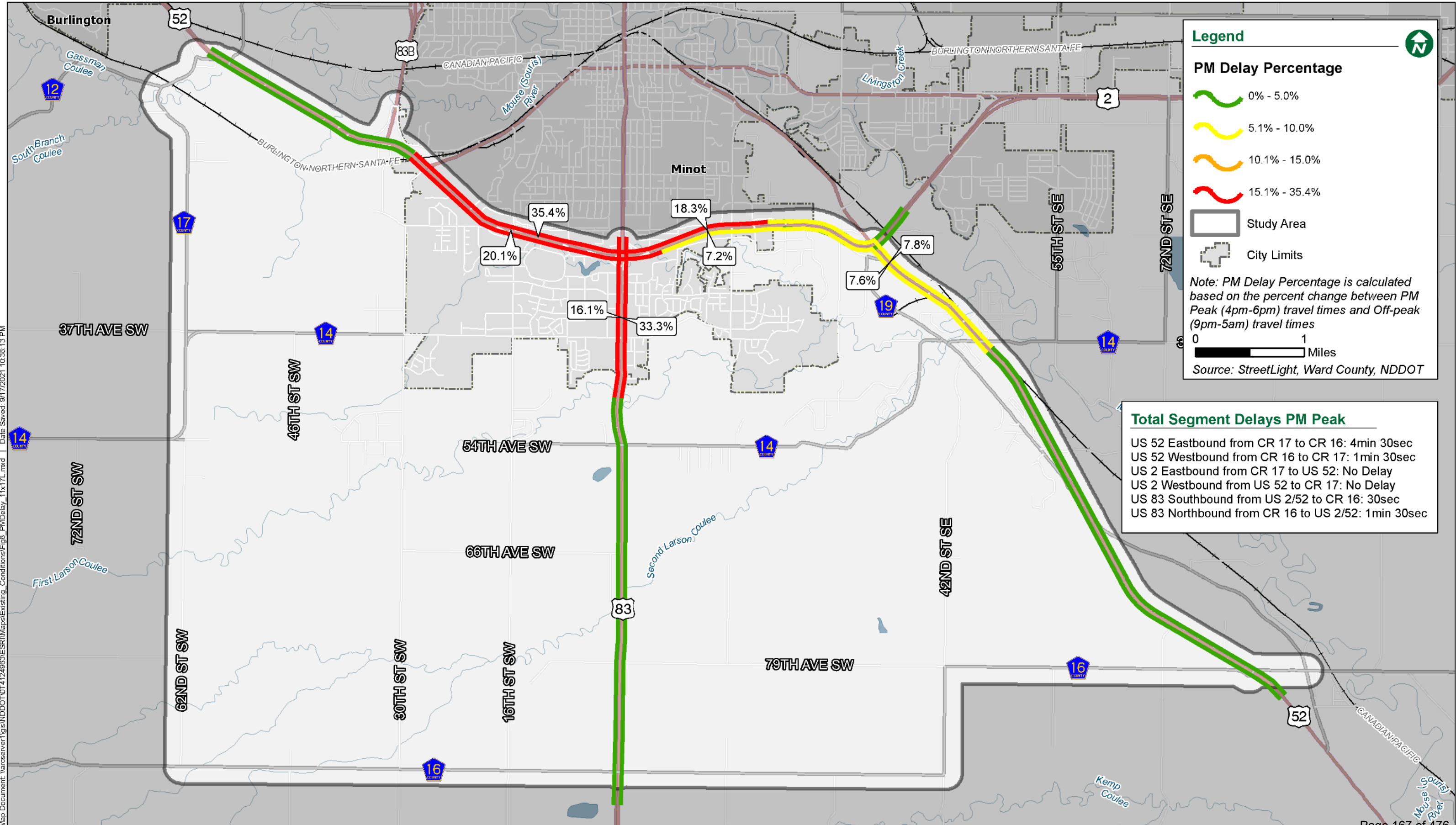




Figure 32: PM Peak Delay





V. Crash History

Crash analysis was completed for the study area to understand the existing safety issues. Crash analysis was based on NDDOT crash data from 2016 to 2020. Crash analysis included both intersection-type crashes and non-intersection type crashes.

CRASH TRENDS

Between 2016 and 2020, there were 675 crashes, including 92 crashes that resulted in an injury, including the possible injury classification. Existing crash locations is shown in Figure 33. Upon reviewing the data, multiple trends were identified.

US Highways

On the US highways (US 2/52, US 52, and US 83/Broadway):

- Property damage only crashes were 73 percent of all crashes.
- Injury crashes were 27 percent of all crashes.
- Intersection-related crashes made up 53 percent of all crashes. Of intersection crashes, angle crashes were the most frequent (42%) followed by rear end crashes (36%).
- More than six percent of crashes involved drugs and/or alcohol.
- Less than five percent of crashes involved heavy vehicles.
- There were three crashes that involved pedestrians (1) and bicyclists (2).

County Roads

On the county road system (CR 17, CR 14, CR 16):

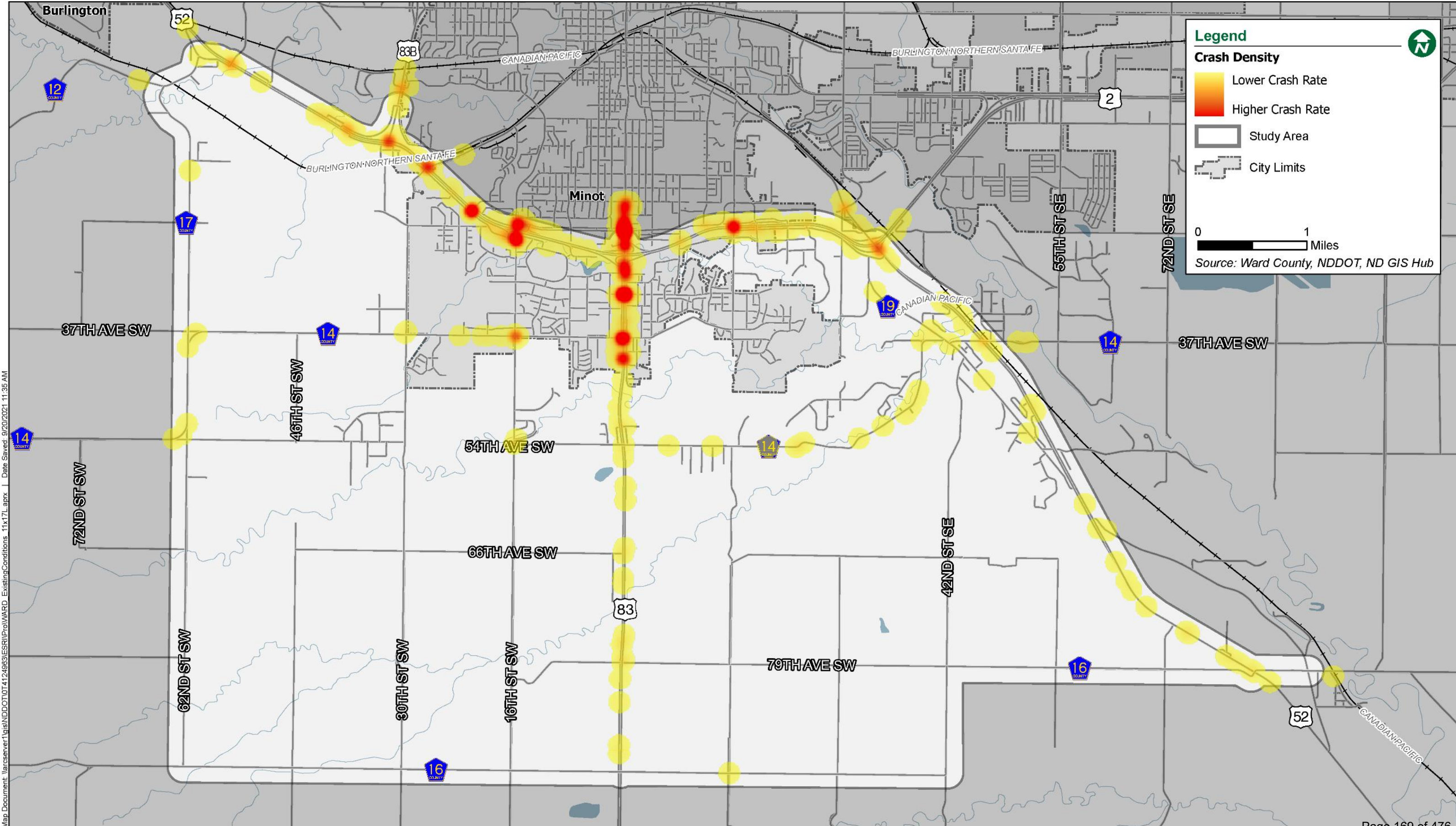
- Property damage only crashes were 66 percent of all crashes.
- Injury crashes were 20 percent of all crashes.
- 75 percent of crashes on the county road system were single vehicle crashes
- Rear end crashes were 8 percent of crashes
- Angle crashes were 9 percent of crashes

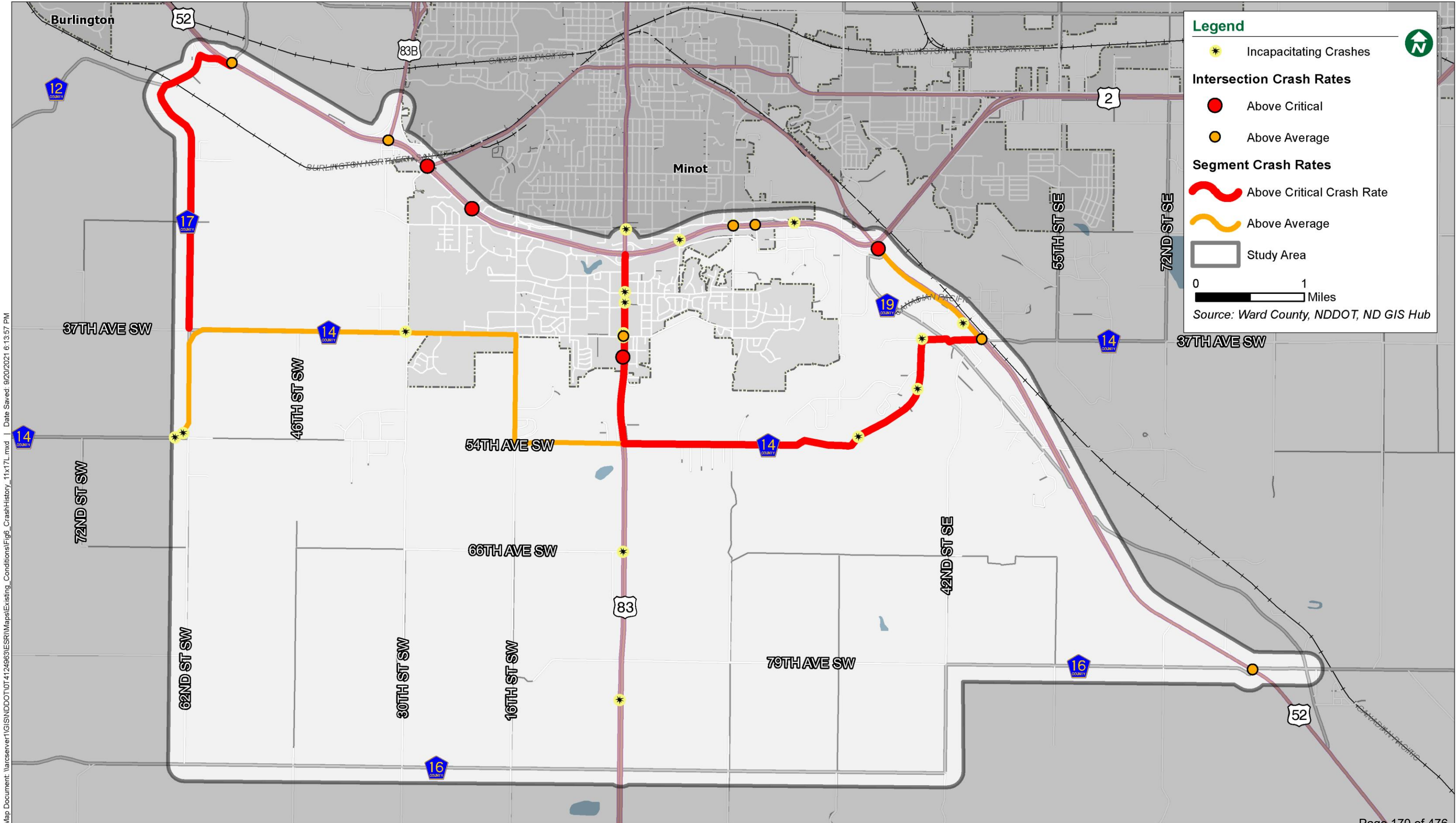
CRITICAL CRASH ANALYSIS

A significant component of crash analysis is the application of the critical crash analysis methodology. Critical crash analysis uses statistical analysis to determine if differences between observed crash rates and typical crash rates are statistically significant and likely attributable to roadway design or traffic control.

This method calculates location-specific crash rates, compares those rates against crash rates for similar facilities (using local data), and establishes the critical crash rate. If the observed crash rate is above the critical crash rate, it is likely that mitigation could reduce crash rates.

Through this analysis, five intersections and three segments were found to have critical crash rates. An additional nine intersections and four segments had crash rates higher than the typical crash rate, but below the critical rate. Intersections and roadway segments with crash rates above the critical crash rate or above the typical crash rate for similar facilities are shown in Figure 34.







Intersection Crashes

Of the 48 key intersections evaluated, five intersections were found to have critical crash rates with another nine found to have crash rates higher than the typical crash rate but below a critical rate. Crash details for these locations are shown in Table 3. Each of these intersections are discussed in detail to identify trends and site-specific issues.

US 2 and West Burdick Expressway

Several aspects of the intersection design contribute to the high rate of collisions: high traffic volume, aggressive skew of the intersection for southbound traffic coming from the east, limited sight lines due to changes in elevation, and proximity to a rail corridor. The driveway on the western edge of the intersection might present complications with future alignments. A near majority (48 percent) of crashes at the intersection were non-incapacitating injury collisions, with a similarly close split between rear-end and angle collisions.

US 2 and Evergreen Avenue

This intersection has the highest crash rate and frequency in the study area, with 33 crashes between 2016 and 2020. Several factors create these conditions: northbound traffic entering the intersection from Evergreen Avenue has limited sight lines due to changes in elevation, and southbound traffic has limited sight due to the horizontal curve to the east. The nearby frontage road serves as another conflict point for the intersection. Angle crashes accounted for slightly less than three quarters of crashes at the intersection, and 42 percent of crashes were injury crashes (two incapacitating injury crashes, 12 non-incapacitating injury crashes)

US 2 and East Burdick Expressway

The current intersection design has great deal more high-speed turns, crossovers, and merge locations when compared to traditional at-grade designs. This results in a very large number of conflict points for motorists. Most crashes (67 percent) were angle crashes, and while there were no fatal or incapacitating crashes logged, 40 percent of crashes resulted in non-incapacitating injuries.

US 83 and 40th Avenue Southwest

Most crashes occur as motorists make left turns out of the Walmart parking lot. The design of the intersection encourages risky turns, as limited gaps in the traffic patterns of US 83 give few opportunities to safely traverse the intersection, while the high speed of southbound traffic make judging distances between vehicles difficult. Three-quarters of crashes were angle crashes and 28 percent of crashes resulted in injuries, with one incapacitating injury.

US 2 and US 52 South Ramps

A rear end crash trend was observed on the westbound off ramp of the US 2/25 interchange, with 84 percent of crashes being rear end crashes. Of the 11 rear end crashes, 10 occurred on the eastbound off-ramp, with 8 involving eastbound right turning vehicles. A review of crash details reveals that most rear end crashes occurred during daylight conditions in normal weather, with most crashes being attributed to careless driving or following too close. While the crash data makes it difficult to identify discernible trends, rear end crash trends could potentially be attributable to high vehicle speeds coming off US 2 combined with the horizontal curvature of the ramp.



Table 3: Intersections With Crash Rates Above Typical Crash Rates

Intersection	Traffic Control	Total Crashes	Observed Crash Rate	Critical Index*	Injury Crashes	Angle Crashes	Rear End Crashes
Hwy 2 & Evergreen Ave	Two-Way Stop Control	33	0.94	2.68	14	24	1
Hwy 2 & 13th St SE	Signal	25	0.66	0.77	9	9	10
Hwy 83 & 37th Ave SW	Signal	23	0.83	0.91	5	8	5
Hwy 2 & US 83 NW Bypass	Signal	22	0.60	0.70	0	1	12
Hwy 2 & Burdick Expy W	Two-Way Stop Control	21	0.60	1.73	10	10	11
Hwy 83 & 40th Ave SW	Two-Way Stop Control	21	0.90	1.76	6	16	1
Hwy 2 & Burdick Expy E	Two-Way Stop Control	15	0.86	1.99	6	10	0
Hwy 2 & 14th Ave SE	Signal	14	0.65	0.68	8	8	3
Hwy 52 & S Ramps	Two-Way Stop Control	13	0.85	1.88	1	1	11
Hwy 2 & 54th St	Two-Way Stop Control	8	0.36	0.91	5	5	1
Hwy 52 & 37th Ave SE	Two-Way Stop Control	6	0.48	0.98	4	4	0
Hwy 2 & 17th St SE	Two-Way Stop Control	5	0.18	0.50	2	3	0
Hwy 52 & 79th Ave SE	Two-Way Stop Control	2	0.22	0.40	1	0	1
Hwy 52 & N Ramps	Two-Way Stop Control	2	0.17	0.34	0	1	1

*Critical Index is the observed crash rate divided by the critical crash rate. **Any value above 1 indicates that the intersection has a crash rate above the critical crash rate.**



Segment Crashes

Of the 18 roadway segments that were studied (12 on the US highway system, six on county roads), four were found to have crash rates above the critical crash rate, and another two had crash rates above the typical crash rate. Crash details for these locations are shown in Table 4.

US 83 – 54th Avenue South to 37th Avenue South

The segment of US 83 from 54th Avenue S to 37th Avenue S experienced 30 total crashes, including 13 percent of crashes resulting in an injury. Of the 30 crashes, 46 percent of crashes were rear-end crashes, and 30 percent of crashes were sideswipe crashes

This segment of US 83 is in the transition area between rural areas south of Minot and the southern part of the Minot Urbanized area. As such, the speed limit begins its transition from 70 miles per hour to 50 miles per hour, creating speed differentials, a condition that creates potential for rear end collisions. Rear end crash potential is exacerbated by increased development density compared to areas south of 54th Avenue, creating more conflicts at higher-volume access points.

US 83 – 37th Avenue South to US 2

The segment of US 83 from 37th Avenue S to US 2 experienced 73 crashes between 2016 and 2020 and has the highest crash rate of all segments on the US Highway System in the study area. This included 11 crashes (22 percent) resulting in injuries). Rear end crashes made up 62 percent of crashes.

This segment is abutted by the south Minot commercial area, including significant traffic generators like Wal-Mart, Home Depot, fast food restaurants, and other businesses. This segment

has the highest daily traffic volume of any segment being considered in this study, with maximum volumes approaching 30,000 vehicles per day. The trend of rear end crashes is a result of the combination of high-volume intersections with high numbers of turning vehicles, moderate speeds (40 mph speed limit), and dense signal spacing (four signals in less than a mile).

County Road 17 – South of US 2

There were nine crashes on CR 17, with five resulting in injuries. Seven of these crashes were single vehicle crashes and three occurred during poor road conditions due to weather.

While only nine crashes were reported in the study period, the low traffic volumes on this segment result in it having a crash rate above the critical crash rate. Most crashes are concentrated on the north end of the segment, where access density is higher and where terrain forces significant horizontal and vertical curvature. The combination of these factors appears to contribute to the observed crash history.

County Road 14 – East of US 83

This segment of CR 14 experienced 31 crashes, with 39 percent resulting in injuries. This segment has the highest crash rate of all segments in the study area.

Of the 31 crashes, 77 percent of crashes were single vehicle crashes – only four crashes were during poor conditions during the winter. Most crashes occur on rolling terrain that forces considerable horizontal alignment changes. Vertical and horizontal roadway geometry combined with dense access spacing and minimal shoulders likely contribute to the high number of single vehicle crashes.



Table 4: Segments With Crash Rates Above Typical Crash Rates

Segment	Typical Cross Section	Total Crashes	Injury Crashes	Observed Crash Rate	Critical Index*	Rear End	Side Swipe	Angle	Single Vehicle	Other
US 83 - 54th Ave S to 37th Ave S	4-lane divided	30	6	1.8	1.3	3	2	13	9	3
US 83 - 37th Ave S to US 2	4-lane divided	73	16	2.5	1.9	45	17	7	13	0
US 52 - CR 16 to US 2	4-lane divided	17	3	1.0	0.7	6	1	1	9	0
CR 17 - South of US 2	2-lane undivided	9	5	2.9	1.1	1	0	0	7	1
CR 14 - West of US 83	2-lane undivided	47	13	1.4	0.9	4	1	7	34	1
CR 14 - East of US 83	2-lane undivided	31	12	4.4	2.1	2	0	1	24	4

*Critical Index is the observed crash rate divided by the critical crash rate. **Any value above 1 indicates the crash rate on that segment is above the critical crash rate.**



CORRIDOR ACCESS

Access management is the process of balancing the competing needs of traffic movement and land access. The number of access points on a roadway will influence its level of functionality, as access points introduce friction and conflict into the traffic stream.

For roadways under North Dakota Department of Transportation jurisdiction, access points should be spaced 500 feet apart, following the guidelines in the Design Manual. For roadways under Ward County jurisdiction, the preferred access spacing is one per one-quarter mile, but may be less so long as there is adequate stopping distance for the posted speed of the intersecting roadway.

Public and private accesses were reviewed on the primary corridors to evaluate access density and spacing (Figure 36). There were 211 access points along the corridors in the study area, which includes 41 primary intersections, 69 secondary intersections, and 101 private driveways. Table 5 shows the number of access points per mile for all segments in the study area.

Generally, access spacing on study area roadways is acceptable based on the relevant spacing guidelines. However, since access spacing guidelines on Ward County roads are more stringent, there are some County roads with access densities that exceed preferred thresholds. These roadways are:

- County Road 17 (US 2 to County Road 14)
- 62nd Street SW (County Road 14 to County Road 16)
- County Road 14 (US 83 to US 52)
- County Road 14 (US 83 to 16th Street SW)

- County Road 16 (16th Street SW to US 83)

Access spacing on county roads that may be considered as part of a future connector alignment should be considered to best preserve traffic flow on a potential route while minimizing crash potential and maintaining required property access.

Access Related Crashes

National research indicates that crash potential increases as a function of access density on a roadway. Using available study area data, crash rates along key roadway segments were plotted against access density on those respective roadways, which is shown in Figure 35. This comparison shows a clear relationship between crash trends and access density in the study area, matching expectations based on national data.

Figure 35: Crash Rate vs. Access Density on Study Area Roadways

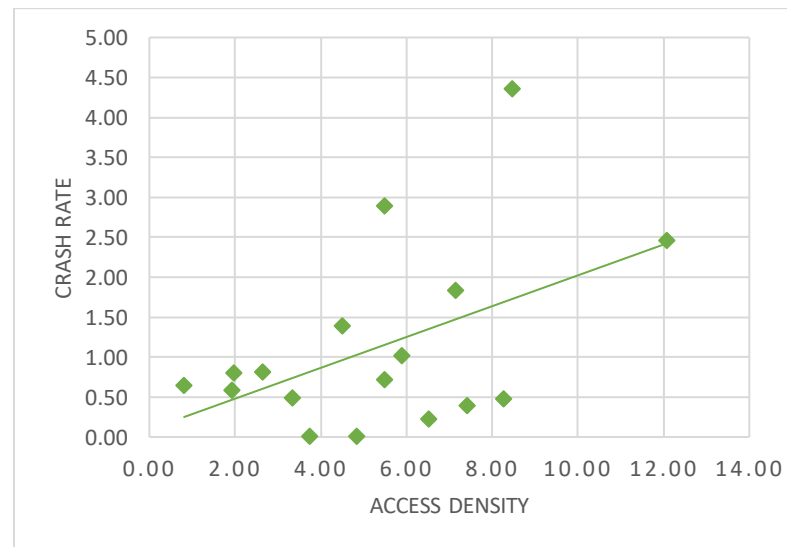


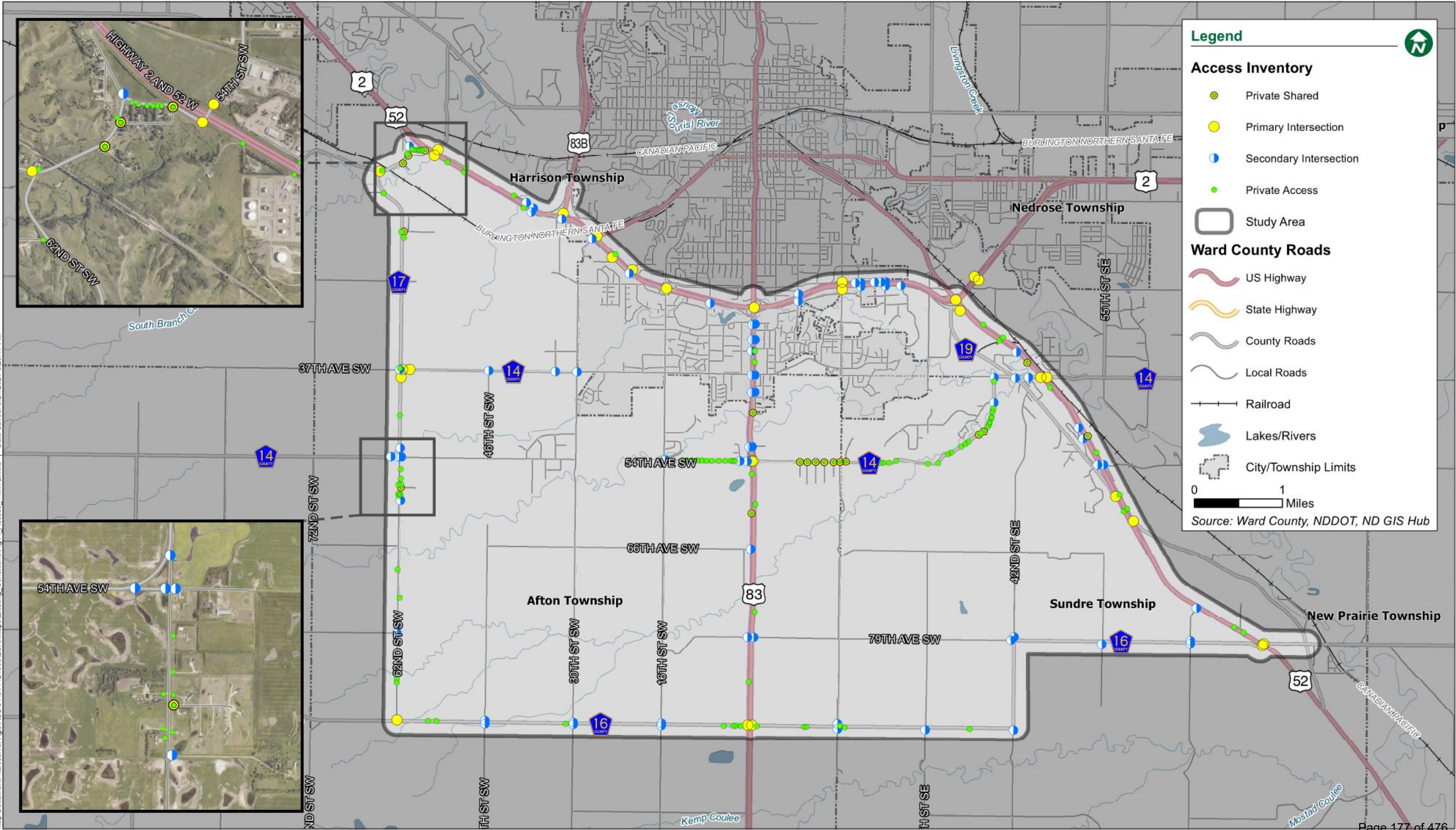


Table 5: Existing Access Spacing

Segment	Jurisdiction	Total Access Points	Segment Length (Mi.)	Existing Access Points per Mile	Recommended Access Points per Mile
US 2 (County Road 17 to US Hwy 83 BYP)	NDDOT	10	1.6	6.25	10.5
US 2 (US Hwy 83 BYP to 16 th St SW)	NDDOT	10	1.4	7.14	10.5
US 2 (16 th St SW to US 83/S Broadway)	NDDOT	6	1.0	6	10.5
US 2 (US 83/S Broadway to 13 th St SE)	NDDOT	5	1.0	5	10.5
US 2 (13 th St SE to US Hwy 52)	NDDOT	12	1.4	8.57	10.5
US 52 (US 2 to County Road 14)	NDDOT	8	1.3	6.15	10.5
US 52 (County Road 14 to County Rd 19 S)	NDDOT	9	1.6	5.63	10.5
US 52 (County Rd 19 S to County Road 16)	NDDOT	16	2.4	4.16	10.5
US 83 (US 2/52 to CR 16)	NDDOT	27	4.8	5.625	10.5
County Road 17 (US 2 to County Road 14)	Ward County	26	3.4	7.65	4
62 nd St SW (County 14 to County 16)	Afton Township	23	4	5.75	4
County Road 14 (US 83 to US 52)	Ward County	33	3.85	8.57	4
County Road 14 (US 83 to 16 th St SW)	Ward County	14	1	14	4
County Road 14 (30 th St SW to 62 nd St SW)	Ward County	7	3	2.3	4
County Road 16 (62 nd St SW to 30 th St SW)	Ward County	7	2	3.5	4
County Road 16 (30 th St SW to 16 th St SW)	Ward County	2	0.99	2.02	4
County Road 16 (16 th St SW to US 83)	Ward County	6	1	6	4
County Road 16 (US 83 to 42 nd St SE)	Ward County	12	2.98	4.02	4
County Road 16 (42 nd St SE to US 52)	Ward County	5	3.85	1.3	4



Figure 36: Existing Access Locations





VI. Summary of Existing Issues

CONSISTENCY WITH REGIONAL PLANS

Many City, County, and State plans and studies have been completed affecting the study area's system corridors, in which needs and opportunities were identified. A recurring recommendation of previous plans is to accommodate growth of commercial and industrial uses in the region through the development of a limited-access connection from US Highway 2/52 to US Highway 83. Coordination between government agencies and jurisdictions to ensure consistently applied right-of-way, access, drainage, and design standards applied to projects is essential for compliance with existing plans and studies. Safely and efficiently accommodating growing travel demands in the region is a top priority.

CAPACITY NEEDS

Operational analysis of the existing roadway network in the region identifies growing capacity issues, primarily on the arterial system through the urban core where LOS D occurs during peak hours.

It is likely that congestion issues will become more significant and widespread in the future due to traffic growth associated with both increases in regional freight traffic as well as new industrial and commercial development in southern Minot. Traffic operations under future conditions will be evaluated in a subsequent phase of this study.

SAFETY

Some crash issues currently exist within the study area, with issues present in certain areas on both the US highway system and the County Road system.

On the US highway system, crash rates are especially high on the urbanized segment of US 83, where traffic volumes are the highest and congestion is the most significant. There are also some high intersection-specific crash rates at skewed intersections along US 2 and US 52. Subsequent phases of this study will evaluate how changes in traffic patterns could potentially mitigate existing crash trends.

The most noticeable crash trend on the County system is single vehicle crashes, which appear to be generally attributable to vertical and horizontal roadway geometry combined with narrow roadway widths with dense access spacing. These issues are most pronounced on County Road 14 between US 83 and US 52 and on County Road 17 south of US 2. For County roads that may be considered as part of a future connector route, prevailing crash trends must be considered, especially if significant changes to roadway design are limited by terrain, available right-of-way, and access needs.



ACCESS SPACING

Access spacing has a significant impact on both traffic operations and traffic safety, so it is important to balance property access needs with regional transportation goals.

An examination of 19 county, state and township corridors revealed that four segments on the county road network that do not meet Ward County's specified guidance for one access per quarter mile. These roadways include County Road 17/62nd Street SW and County Road 14 (both east and west of US 83), both of which are roadways with elevated crash rates.

The US Highway roadways examined determined that all road segments met the recommended access requirements of 10.5 per mile.

SYSTEM LINKAGES

An essential component of the study is examining the connectivity of land uses. Connecting residences to places of employments, businesses to their customers, farmers to elevators, and industry to the global market makes the region economically viable. Major traffic generators inside and outside of the study area were examined including agricultural, commercial, industrial, and others. Ward County has deep roots in farming and an improved roadway networks must support connections for regional and interstate agricultural commerce. Presently no county roads in the study area provide 105,500-pound legal load restriction connections for year-round farm-to-market transportation. A new Trinity Hospital campus in the study area will require improved connections between US Highway 83, US Highway 2/52, and County Road 14 to populations in the region. Industrial users including aggregate producers and oil and gas distributors have

established presences in the study area. An intermodal facility in the northeast Minot area also has been developed. Making regional connections between US Highway 52, US Highway 83, and US Highway 2 provides access to the region's robust industry to the global markets.



Ward County

SE/SW CONNECTOR STUDY

Section 2
Future Conditions Analysis



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I. Introduction

This Future Conditions Report has been prepared to document analysis and recommendations related to assumed future traffic conditions in the connector corridor study area.

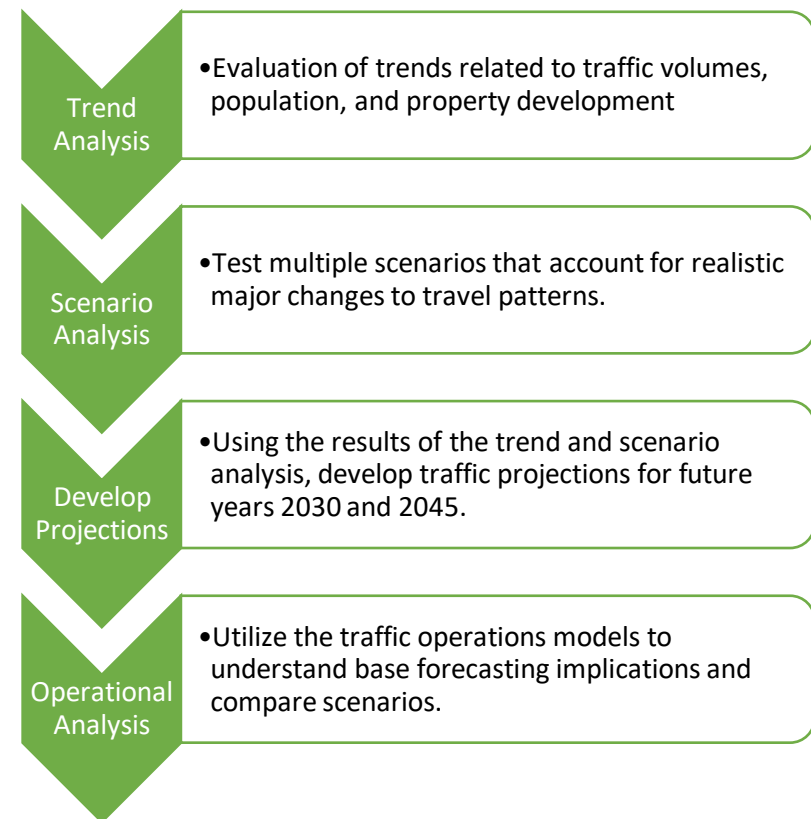
METHODOLOGY

Many of the most recent planning efforts in Minot were completed during the peak period of oil and gas activity in western North Dakota (2010 to 2015). These planning efforts were completed when future conditions were difficult to project given the unpredictable nature of oil and gas activity and development related to these industries. Since 2015, rapid growth has subsided, with development trends since 2015 more closely following typical trends for the region.

Given the major growth that was seen in Minot and the region between 2010 and 2015, a traffic projections methodology was developed to account for more typical growth, taking into consideration the long-term impacts of development that has occurred in the area in the last five to ten years. This process is summarized in Figure 1.

Using the results of the trend analysis, scenario analysis, and operational analysis, the Technical Analysis Committee (TAC) will be consulted to determine what forecasting assumptions should be used in the Alternatives Analysis phase of this study.

Figure 1 - Traffic Forecasting Methodology





II. Scenario Analysis

Transportation professionals are aware of changing travel behavior associated with sociological and technological changes, however developing data-based traffic projections with unknown future transportation landscape can be difficult. Scenario analysis provides a risk-based approach to traffic forecasting that allows the team to compare a wider array of variables to better understand possible traffic condition outcomes.

POTENTIAL CHANGES TO THE TRANSPORTATION LANDSCAPE

To help establish assumptions for potential transportation changes in the future, a visioning workshop was held with the project technical advisory committee in September 2021.

Key items related to potential transportation changes in the area that were discussed at the workshop include:

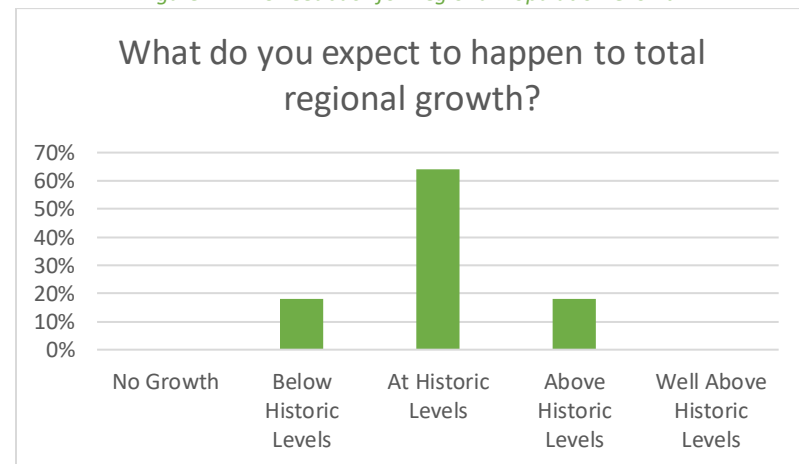
- » Regional population growth
- » Regional freight generator growth
- » Study area development
- » Study area development rate
- » Game changers

Technical advisory committee members were polled regarding their thoughts related to the above items, with polling results summarized below.

Regional Population Growth

Predicting regional population growth in the Minot region can be a difficult exercise, especially after the unpredictability of the Bakken oil boom. Transportation infrastructure decisions should not be made using unrealistic expectations of growth, as it could lead to overbuilt roadways. Members of the technical advisory committee were asked their expectations of the regional population growth, with most of them expecting growth to happen at the historical pace.

Figure 2 - TAC Feedback for Regional Population Growth

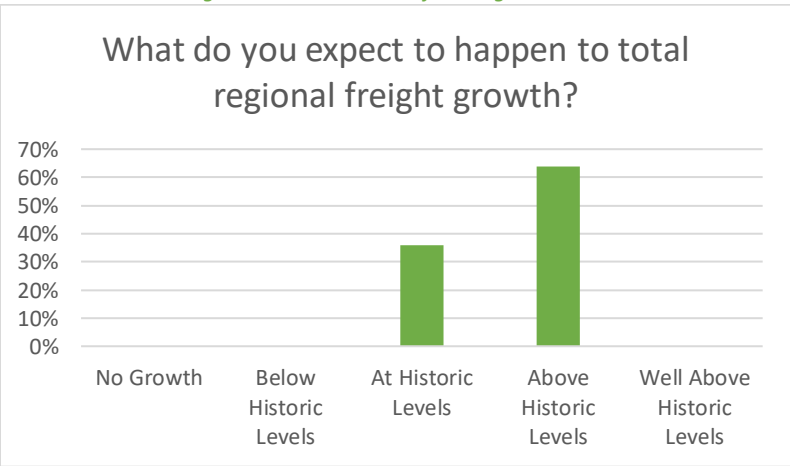




Regional Freight Generator Growth

According to the 2015 North Dakota Freight Plan, between 2000 and 2012 daily truck VMT increased 130% and the percentage of trucks by total roadway VMT increased from 14.7% to 22.4%. Industries that traditionally have heavy freight traffic are energy, agriculture, and manufacturing, all of which continue to be major industries in North Dakota. The technical advisory committee was asked about what they expect regional freight growth to look like. About two thirds of members expected to see growth above historic levels, with the remaining third expecting to see freight growth at the historic levels. Nobody on the committee expects to see either no growth or growth below historic levels.

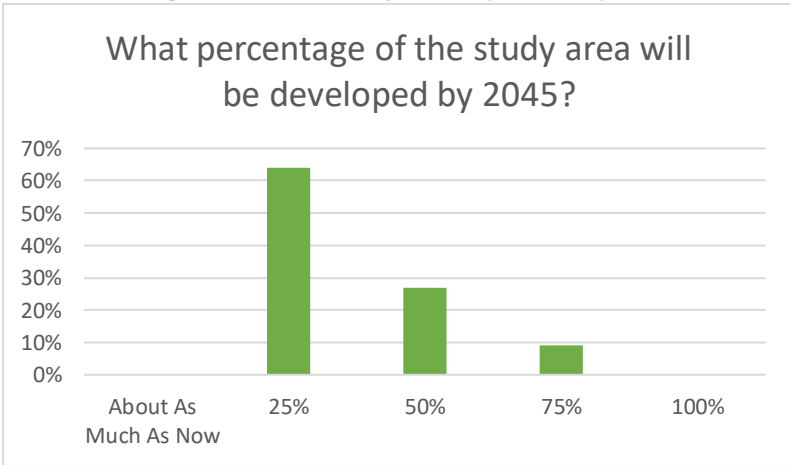
Figure 3 - TAC Feedback for Freight Growth



Study Area Development

Land use planning for Minot assumes that most future development will occur south and southwest of the city. Committee members were asked to estimate how much of the study area will be developed by 2045. Most members expected at least 25% of the area to be developed, with a smaller contingent expecting about 50% growth. No one on the committee expected the study area to be fully developed by 2045.

Figure 4 - TAC Feedback for Development Footprint

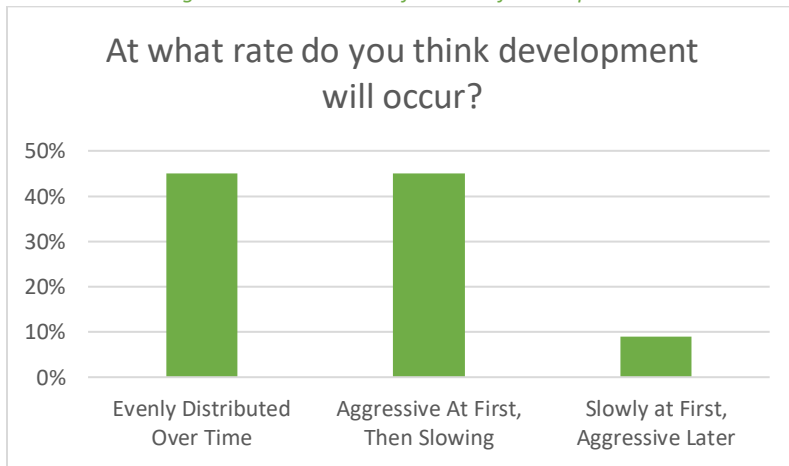




Study Area Development Rate

Committee members were also asked to predict the rate at which development of the study area will occur. The two options of “evenly distributed over time” and “aggressive at first, then slowing” were tied as the most popular answer.

Figure 5 - TAC Feedback for Rate of Development

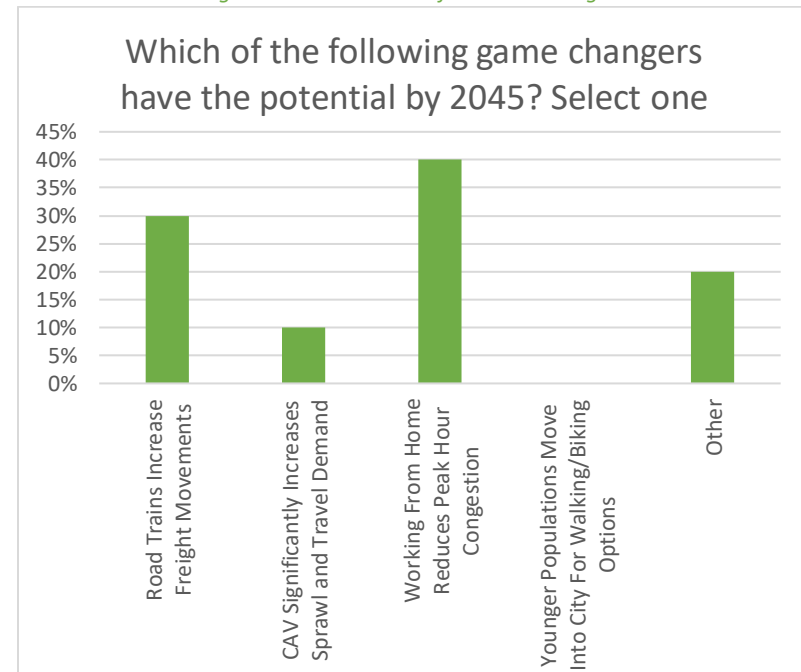


Game Changers

A final question asked to the committee was about potential events and innovations that could significantly change the development pattern of the region by 2045. The two most popular answers were working from home reducing peak hour congestion and road trains increasing freight movements. At the onset of the COVID-19 pandemic, there was a rapid shift towards working from home in many professions. While some workers have begun to return to working in offices, the option of working from home is more attractive for many people now compared to before the pandemic. Since 84% of commuters drove alone to

work in 2019, reducing even a small percentage of those vehicles will have an impact on peak hour congestion.

Figure 6 - TAC Feedback for Game Changers





TRAFFIC GROWTH SCENARIOS

Three traffic growth scenarios were identified to establish a range of 2045 traffic growth potentials to help make informed planning decisions. Scenario analysis can help identify break points where infrastructure investments may not be sufficient to meet project goals.

The three scenarios that were used for subsequent traffic analysis are:

- » Low Growth
- » Moderate Growth
- » High Growth

Methodology

Multiple different types of traffic growth were estimated as part of the development of 2045 traffic projections. These include:

- » Growth associated with new Trinity Hospital Campus
- » Regional traffic growth (including truck growth)
- » Local traffic growth

Trinity Hospital Campus

Traffic generated by the new Trinity Hospital campus in south Minot was estimated using data from the Institute of Transportation Engineers' *Trip Generation Manual*. Based on available information related to the new hospital, it is assumed that the new campus will generate around 8,600 trips per day. These new trips were assigned to the roadway network based on prevailing traffic patterns, using the same methodology that is commonly used in traffic impact analysis.

Note that traffic growth associated with the Trinity Hospital campus is included in the low growth, moderate growth, and high

growth scenarios. The same amount of hospital traffic was assumed for each scenario.

Regional Traffic Growth

Regional traffic growth for this analysis is considered to be traffic growth on US 2, US 83, the US 83 northwest bypass, and US 52.

Low Growth Scenario:

- » Assumes **0.5 percent annual traffic growth** for non-truck traffic on all regional roadways except the US 83 NW bypass, where a 0.75 percent annual traffic growth was assumed.
- » Truck traffic growth is based on 2045 truck traffic projections from FHWA's Freight Analysis Framework (FAF) tool. For the low growth scenario, **FAF daily truck projections in the study area were reduced by 25 percent.**
 - The FAF travel demand model estimates national truck traffic as a function of spatially allocated data for agriculture, extraction, utility, construction, service, and other industry sectors
 - Given uncertainly related to specific truck activity associated with major generators like Minot Air Force Base and the North Dakota Intermodal Facility, it is assumed that FAF data will capture truck traffic associated with these locations.



Moderate Growth Scenario:

- » Assumes **1.0 percent annual traffic growth** for non-truck traffic on all regional roadways except the US 83 NW bypass, where a 1.25 percent annual traffic growth was assumed.
- » Truck traffic growth is based on 2045 FAF travel demand modeling results. FAF model outputs obtained from FHWA are shown in Figure 7. Note that some adjustments were made using engineering judgement and guidance from the technical advisory committee, primarily better balancing volume across links and assuming more truck traffic on US 83.

Figure 7 - Truck Traffic Growth 2012-2045 from Freight Analysis Framework Tool



High Growth Scenario:

- » Assumes **1.5 percent annual traffic growth** for non-truck traffic on all regional roadways except the US 83 NW bypass, where a 1.75 percent annual traffic growth was assumed.
- » Truck traffic growth is based on **2045 FAF travel demand modeling results that were increased by 25 percent.**

Basis for Non-Truck Traffic Growth Rates

A review of historic traffic data from NDDOT shows traffic has decreased over the past five to ten years throughout the study area. Traffic growth was however observed at some locations, especially the US 83 northwest bypass. A summary of traffic changes based on NDDOT data is shown in Table 1.

Table 1 - Traffic Trends on Regional Roadways

Roadway	Location	Annual Growth Rate	Data Timeframe
US 2	W of NW Bypass	-3.4%	2011-2020
US 2	NW Bypass	2.5%	2010-2020
US 2	E of NW Bypass	1.0%	2011-2020
US 2	W of US 83	-2.3%	2015-2020
US 2	E of US 83	1.0%	1995-2020
US 2	E of 13th St E	Minimal Change	2015-2020
US 2	NE of Valley St	-2.0%	2011-2020
US 2	E of NE Bypass	1.3%	2004-2020
US 52	SE of US 2	0.4%	2004-2020
US 52	SE of Minot	-1.3%	2016-2020
US 83	S of 31st Ave S	-1.0%	2011-2020
US 83	S of Minot	-1.0%	2017-2020

Since traffic decreases that have been observed in recent years are largely a result of changes in oil and gas activity in the region, some traffic growth was assumed on all regional roadways in each growth scenario to reflect a return to more typical traffic conditions through 2045.



Local Traffic Growth

Traffic growth on roadways off the regional highway system was estimated separately for locations north of US 2 and locations south of US 2. This was done since most areas along local arterials in Minot north of US 2 are generally built out and have less traffic growth potential compared to growth areas in south Minot. On roadways off the regional system, truck traffic was assumed to remain as it is today.

North of US 2

- Low Growth Scenario
 - Assumes **0.25 percent** annual traffic growth
- Moderate Growth Scenario
 - Assumes **0.50 percent** annual traffic growth
- High Growth Scenario
 - Assumes **0.75 percent** annual traffic growth

South of US 2

Traffic growth on local arterials south of US 2 was based on expected development trends in south Minot.

Assumed development in south Minot is based on future land use data obtained from the City of Minot, the Minot Comprehensive Plan, and input from local planning staff.

Traffic growth was estimated based on future land uses, using data from the Institute of Transportation Engineers' *Trip Generation* manual, other national trip generation data, and engineering judgement.

Low Growth Scenario

- » The low growth scenario assumes around 10 percent of developable land in south Minot is developed (see Figure 8). Most of this development is concentrated around the new Trinity Hospital campus or areas in southeast Minot where some development is already occurring
- » Based on the trip generation potential of development assumed in this scenario, an annual traffic growth rate of **1.0 percent is assumed west of US 83** and a growth rate of **0.5 percent is assumed east of US 83**.

Moderate Growth Scenario

- » The moderate growth scenario assumes around 20 percent of developable land in south Minot is developed (see Figure 8).
- » Based on the trip generation potential of development assumed in this scenario, an annual traffic growth rate of **1.5 percent is assumed west of US 83** and a growth rate of **0.75 percent is assumed east of US 83**.

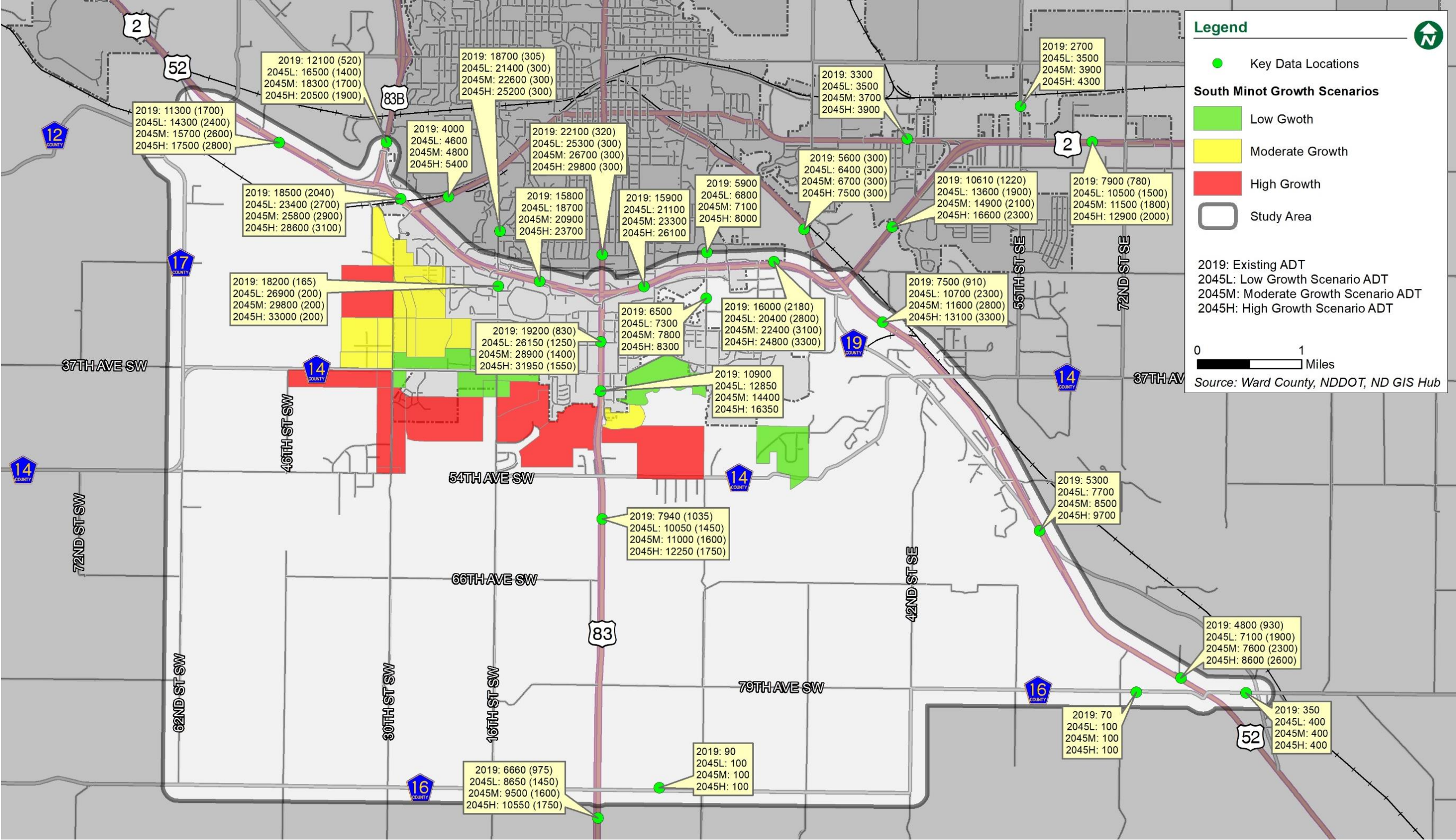
High Growth Scenario

- » The high growth scenario assumes around 40 percent of developable land in south Minot is developed (see Figure 8).
- » Based on the trip generation potential of development assumed in this scenario, an annual traffic growth rate of **2.0 percent is assumed west of US 83** and a growth rate of **1.0 percent is assumed east of US 83**.

2045 daily traffic projections for each scenario being considered are shown in Figure 8.



Figure 8 - 2045 Daily Traffic Projections





FUTURE TRAFFIC OPERATIONS

Using 2045 estimated traffic data for each growth scenario, future traffic operations were estimated using Simtraffic simulation models for AM and PM peak hour conditions.

Simulation models were used to quantify travel times between origin-destination pairs that could benefit from the construction of a new connector route and were also used to quantify intersection delays at key intersections that can serve as bottlenecks for both regional and local traffic.

AM Peak Hour

Traffic simulation indicates that AM peak hour traffic operations are not expected to be significantly deteriorated by traffic growth. Travel times along the US highway system are expected to remain generally unchanged when compared to existing conditions. When comparing to existing conditions, travel time increases between origin-destination points on the periphery of the study area are expected to be one minute or less in each traffic forecasting scenario. Travel time impacts in the AM peak hour for the 2045 high growth scenario are shown in Figure 9.

Intersection Capacity

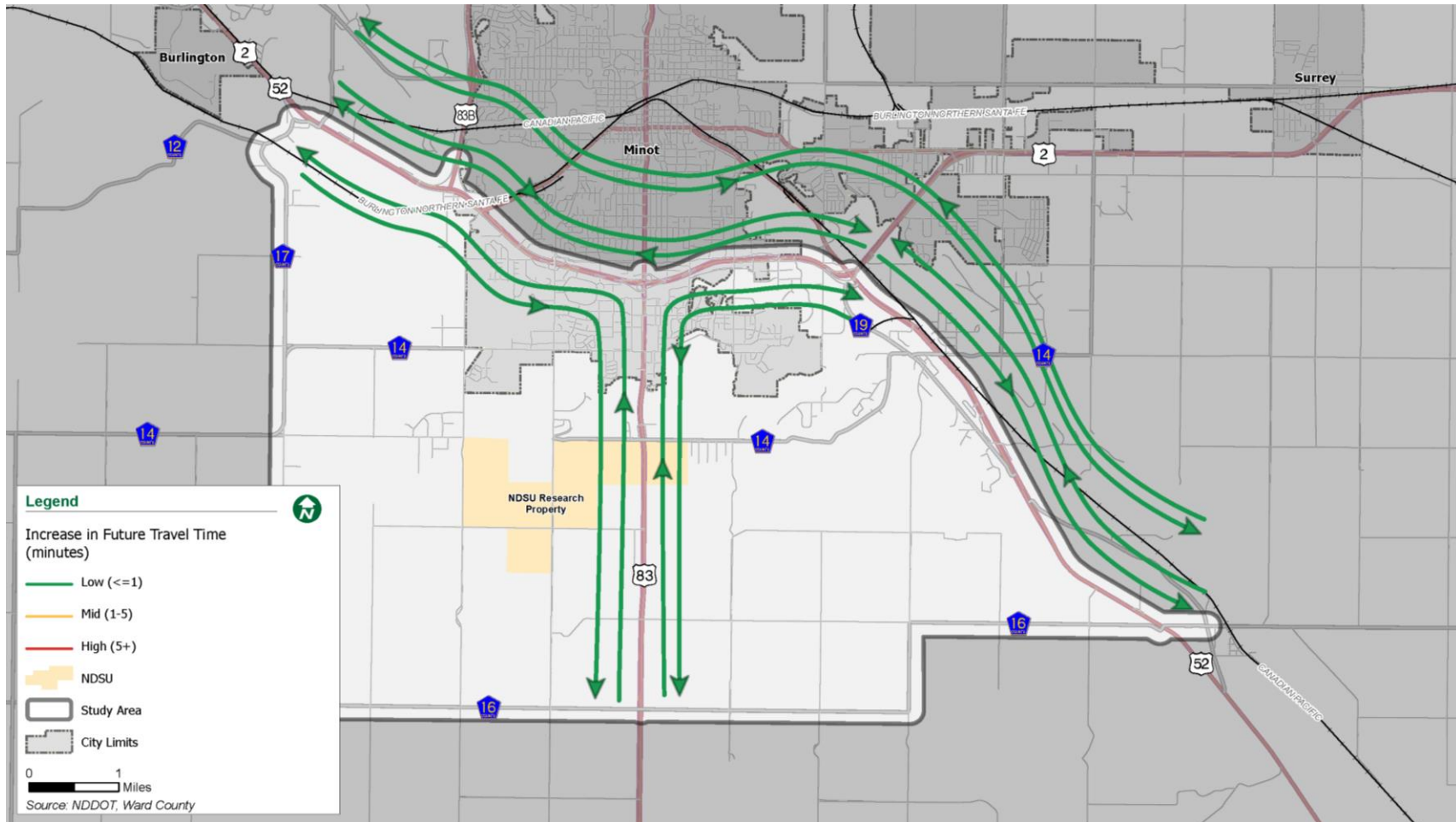
Intersection capacity analysis was performed at key intersections to identify potential bottlenecks. This analysis revealed that most intersections are expected to operate acceptably throughout most of the study area. The only location with operations at LOS E or worse is the westbound off-ramp at the US 2/US 52 interchange in the high growth scenario.

Table 2 - 2045 AM Peak Intersection LOS at Key Intersections

Intersection	Traffic Control	Existing	2045 Low	2045 Moderate	2045 High
US 2 and US 2 NW Bypass	Signal	B	C	C	C
US 2 and 13th St E	Signal	C	C	D	D
US 52 and US 2 North Ramps	TWSC	B (WB)	C (WB)	D (WB)	E (WB)
US 52 and US 2 South Ramps	TWSC	B (EB)	B (EB)	B (EB)	B (EB)
US 83 and US 2 North Ramps	Signal	A	A	A	B
US 83 and US 2 South Ramps	Signal	A	A	A	A
US 83 and 31st Ave S	Signal	C	C	C	C
US 83 and 37th Ave S	Signal	B	B	B	B



Figure 9 - 2045 AM Peak Travel Time Increases (High Growth Scenario)



Note: Travel time increases are compared to existing AM peak hour

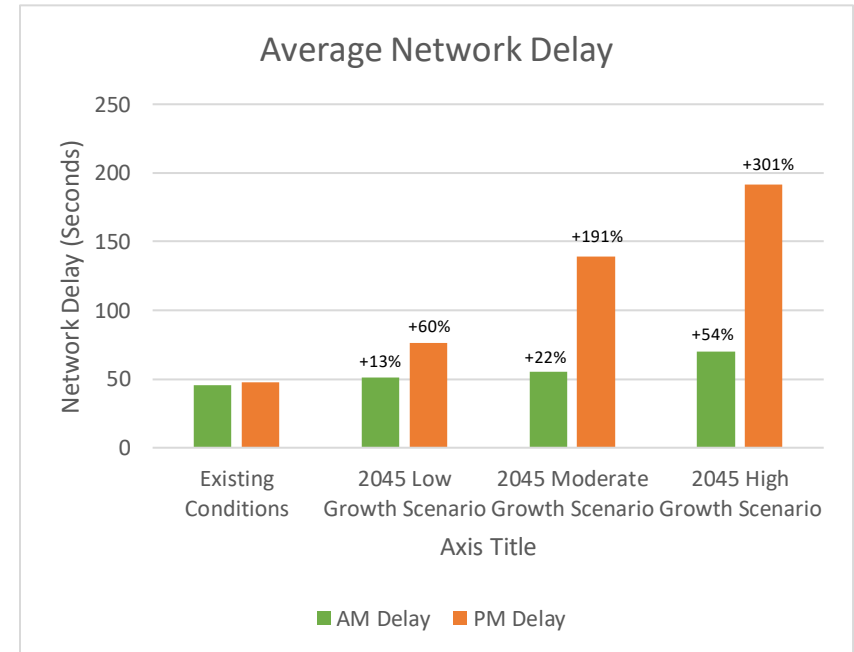


PM Peak Hour

In contrast to the AM peak hour, traffic operations impacts from traffic growth are expected to be more widespread in the PM peak hour, especially in the moderate and high growth scenarios.

To illustrate the magnitude of expected future PM peak hour delays, the AM peak hour network delay is expected to increase from a range of 13 percent in the low growth scenario to 54 percent in the high growth scenario while PM peak hour network delay increases are expected to range from 60 percent in the low growth scenario to 301 percent in the high growth scenario. Furthermore, AM and PM peak hour network-wide delays are approximately equal under existing conditions, but PM peak hour delays are nearly three times higher than AM peak hour delays in the moderate growth scenario and over four times higher than AM peak hour delays in the high growth scenario.

Figure 10 - Average Simulated Network Delay by Scenario





PM peak hour congestion is expected to have significant impacts to travel times on the US highway system in the moderate and high growth scenarios. Travel time impacts are much less significant in the low growth scenario, with travel time increases between key origin-destination pairs not exceeding five minutes.

The following notable travel time impacts were observed in the moderate and high growth scenarios:

- » US 83/CR 16 intersection to US 2/US 52 interchange (northbound/eastbound)
 - +8.8 minutes in moderate growth scenario
 - +16.5 minutes in high growth scenario
 - Most significant traffic impacts are from breakdown of traffic flow on US 83 between US 2 and 37th Avenue South
- » US 83/CR 16 intersection to US 2/US 83 NW Bypass intersection (northbound/westbound)
 - +14.7 minutes in moderate growth scenario
 - +24.7 minutes in high growth scenario
 - Most significant traffic impacts are from breakdown of traffic flow on US 83 between US 2 and 37th Avenue South and from delays at the US 2/US 83 NW Bypass intersection
- » US 2/52 interchange to US 2/US 83 NW Bypass (westbound)
 - +6.2 minutes in moderate growth scenario
 - +8.6 minutes in high growth scenario
 - Most significant traffic impacts are from delays at the US 2/US 83 NW Bypass intersection, with delays at the US 52 interchange (westbound US 2 offramp) and the US 2/13th Street East intersection also contributing to travel time increases

- » US 52/CR 16 intersection to US 2/US 83 NW Bypass intersection (northbound/westbound)
 - +6.6 minutes in moderate growth scenario
 - +11.3 minutes in high growth scenario
 - Most significant traffic impacts are from delays at the US 2/US 83 NW Bypass intersection, with delays at the US 52 interchange and the US 2/13th Street East intersection also contributing to travel time increases

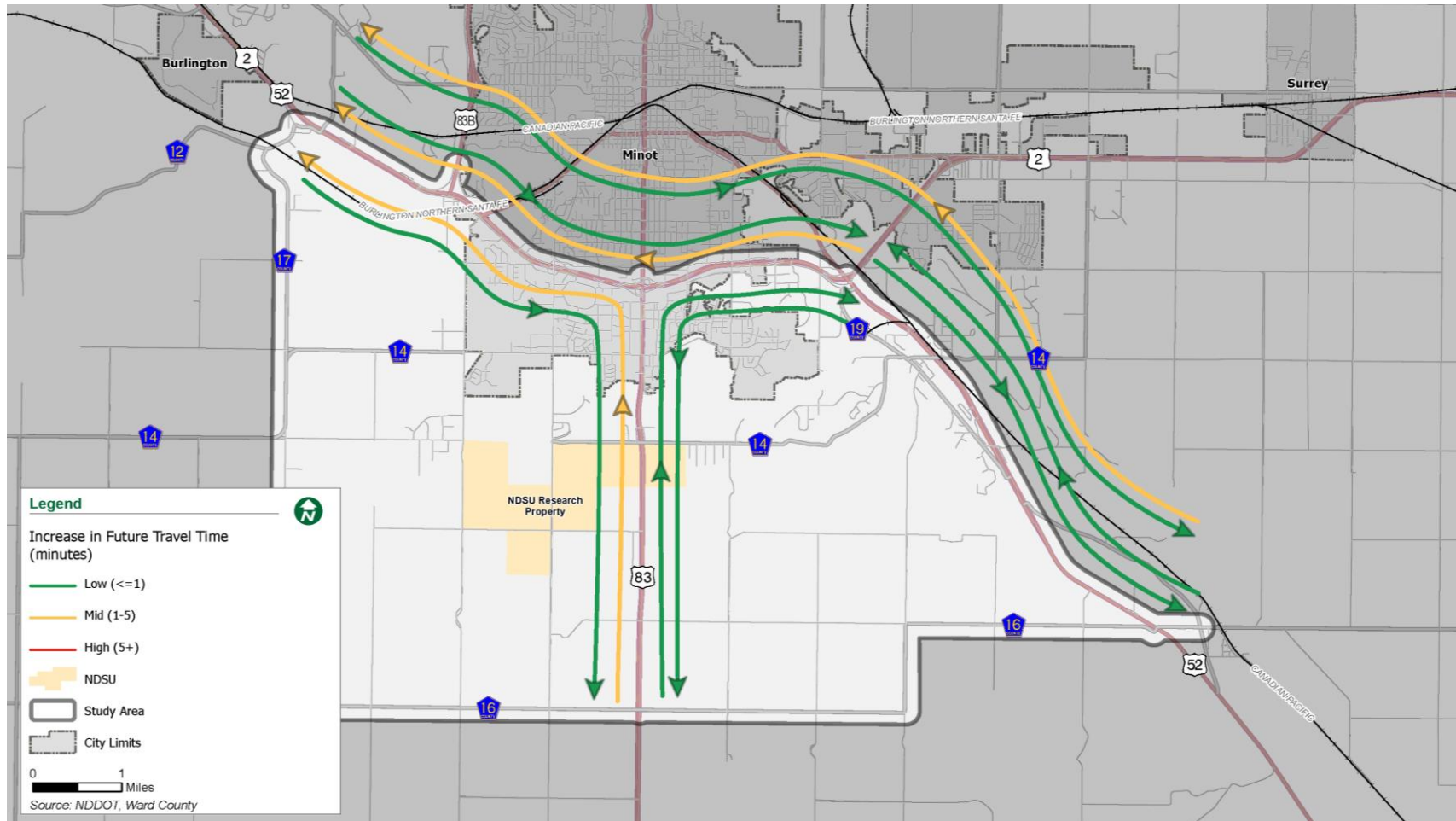
PM peak hour travel times between key origin-destination pairs in the 2045 low growth, moderate growth, and high growth scenarios are shown in Figure 11, Figure 12, and Figure 13, respectively. PM peak hour intersection delays at key intersections are shown in Table 3.

Table 3 - 2045 PM Peak Intersection LOS at Key Intersections

Intersection	Traffic Control	Existing	2045 Low	2045 Moderate	2045 High
US 2 and US 2 NW Bypass	Signal	B	C	E	F
US 2 and 13th St E	Signal	C	D	D	E
US 52 and US 2 North Ramps	TWSC	C (WB)	F (WB)	F (WB)	E (WB)
US 52 and US 2 South Ramps	TWSC	C (EB)	C (EB)	D (EB)	B (EB)
US 83 and US 2 North Ramps	Signal	A	B	B	C
US 83 and US 2 South Ramps	Signal	A	B	B	C
US 83 and 31st Ave S	Signal	C	C	F	F
US 83 and 37th Ave S	Signal	B	C	C	C



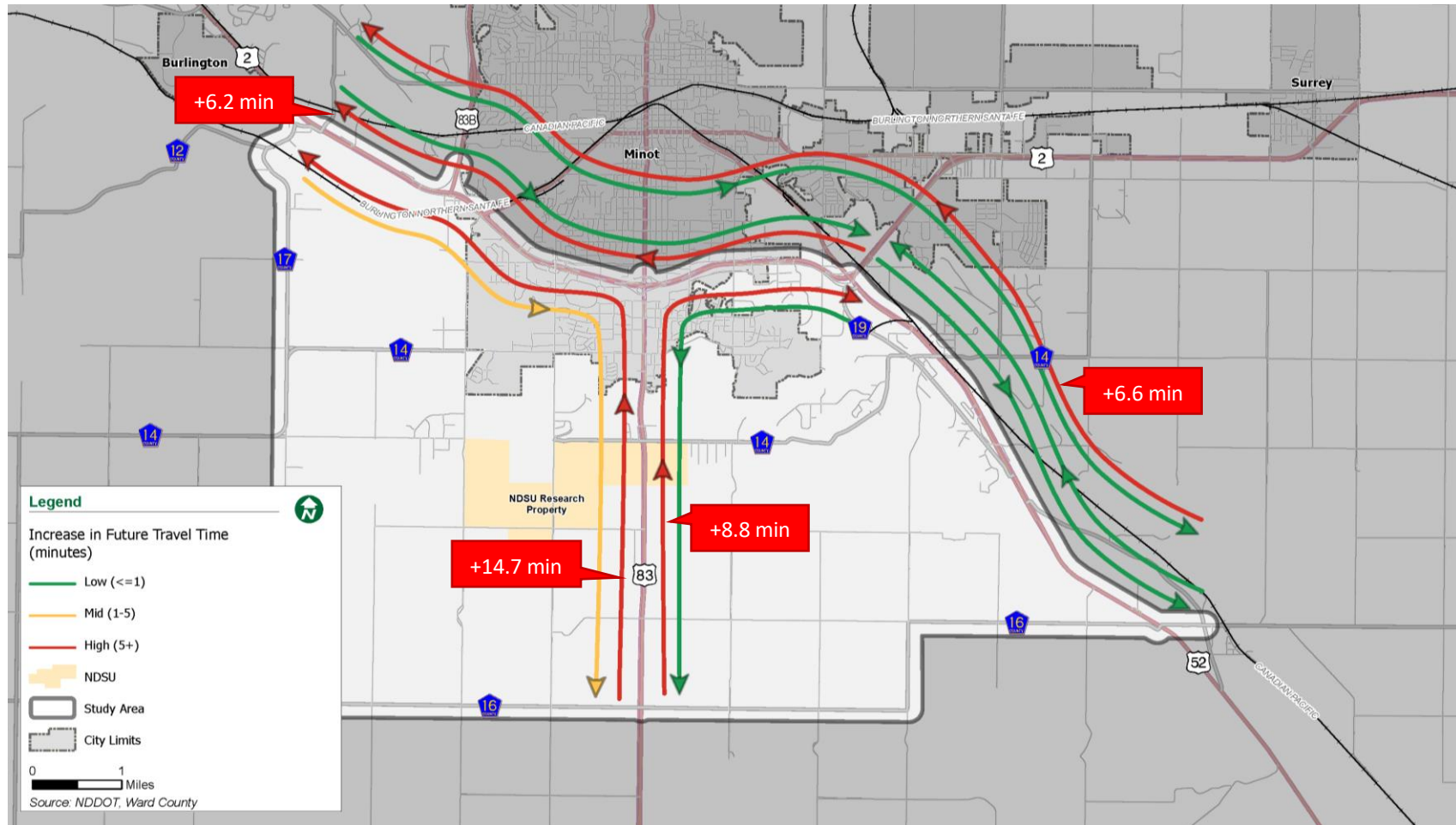
Figure 11 - 2045 PM Peak Travel Time Increases (Low Growth Scenario)



Note: Travel time increases are compared to existing PM peak hour



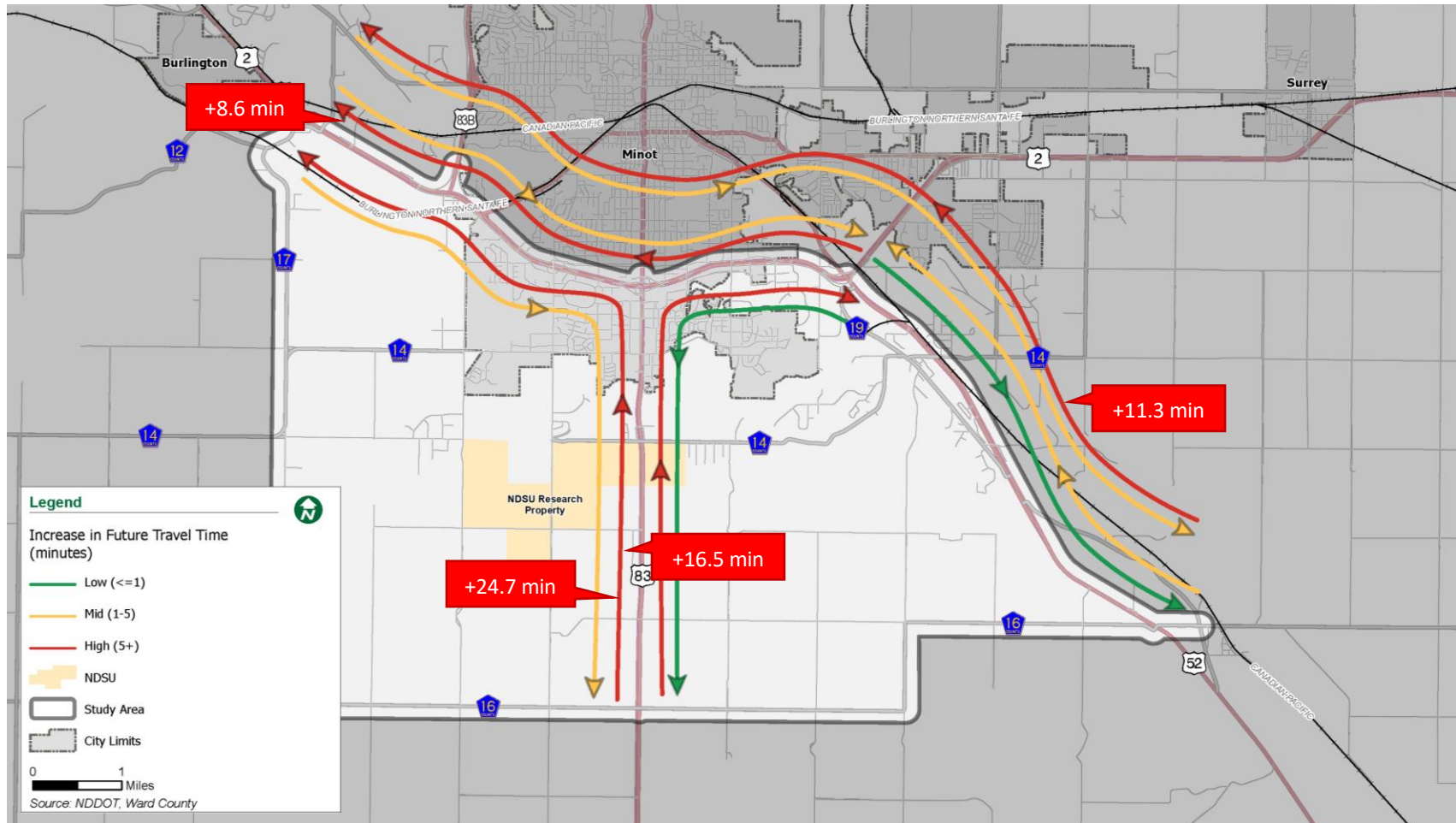
Figure 12 - 2045 PM Peak Travel Time Increases (Moderate Growth Scenario)



Note: Travel time increases are compared to existing PM peak hour



Figure 13 - 2045 PM Peak Travel Time Increases (High Growth Scenario)



Note: Travel time increases are compared to existing PM peak hour



FUTURE TRAFFIC SAFETY

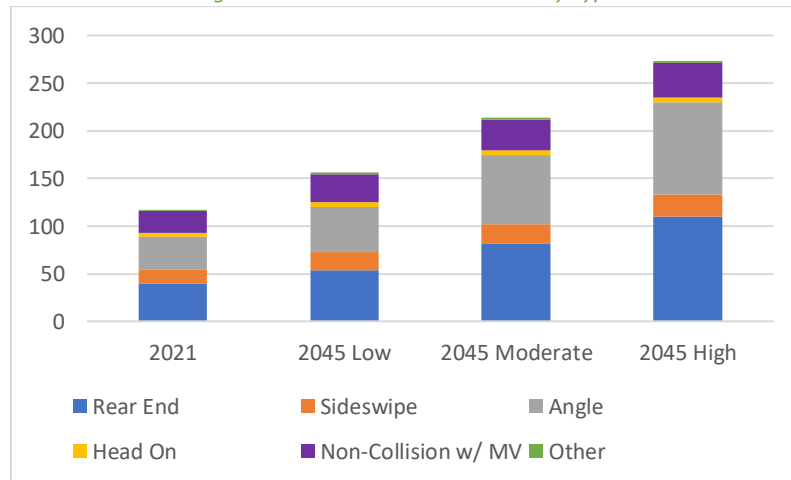
Traffic growth and associated congestion impacts are expected to increase crash potential throughout the study area. Crash patterns through 2045 were estimated using the following principles:

- Sideswipe, head-on, and single vehicle crash potential will increase proportionally with traffic volumes
- Rear-end and angle crash potential will increase proportionally with traffic delays

Using these principles, annual crash totals in each 2045 traffic growth scenario are shown in Figure 14. The following increases in crash frequency are predicted:

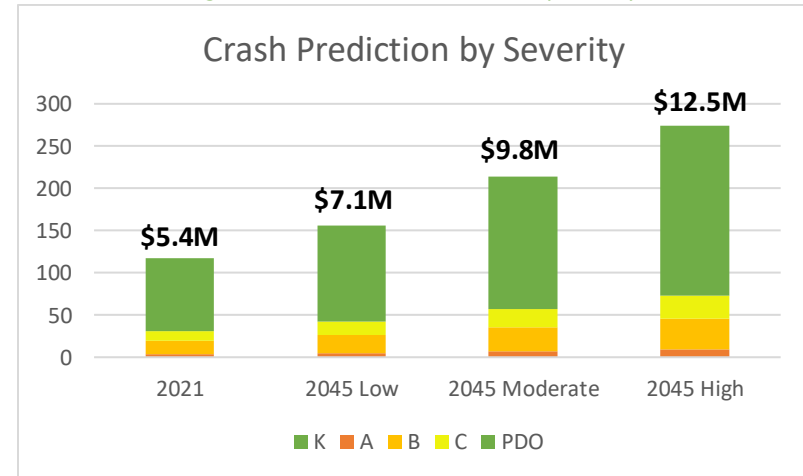
- 32 percent increase in 2045 Low Growth Scenario
- 82 percent increase in 2045 Moderate Growth Scenario
- 133 percent increase in 2045 High Growth Scenario

Figure 14 - Annual Crash Prediction by Type



Crash totals by severity were also predicted in each of the 2045 traffic scenarios and are shown in Figure 15. The estimated annual cost of crashes is expected to increase from around \$5.4 million to a range of \$7.1 million to \$12.5 million, depending on the level of traffic growth in the area.

Figure 15 - Annual Crash Prediction by Severity





Crash Hotspots

Crash issues are expected to be most exacerbated by traffic growth in areas where existing crash rates are already elevated.

US 83: US 2 to 54th Avenue South

The current crash rate on the segment of US 83 between 54th Avenue South and US 2 is above the critical crash rate, with the most common crash types being rear-end crashes (47 percent), angle crashes (19 percent), and side swipe crashes (18 percent).

- » Each of these crash types are expected to increase in frequency with additional traffic/congestion on the corridor.
- » This segment of US 83, especially north of 37th Avenue is expected to have the most significant congestion, with a breakdown of traffic flow (LOS F) expected in the 2045 PM peak hour in both the Moderate Growth and High Growth Scenarios. Specifically, PM peak hour northbound travel times between 37th Avenue South and US 2 are expected to increase by over 5 times in the Moderate Growth Scenario and by 9 times in the High Growth Scenario
- » AM peak hour congestion through 2045 is expected to be less significant, however travel time increases in the range of 15 to 20 percent are still expected in the Moderate Growth and High Growth scenarios

US 2: Evergreen Avenue and West Burdick Expressway Intersections

The minor approach stop controlled intersection of US 2 and Evergreen Avenue has an existing crash rate above the critical crash rate, with 73 percent of crashes being angle crashes.

- » The west portion of US 2 in the Minot urbanized area is one of the areas with the highest amount of forecast congestion, with PM peak hour westbound travel times more than doubling in the 2045 Moderate and High Growth Scenarios.
- » These delay increases will likely increase angle crash potential due to drivers on the stop-controlled approach making more aggressive gap-selection decisions.

The minor approach stop controlled intersection of US 2 and West Burdick Expressway is also above the critical crash rate, with an even split of rear-end and angle crashes. Like the Evergreen Avenue intersection discussed above, PM peak hour congestion in the 2045 Moderate and High Growth Scenarios will likely increase angle crash potential due to poor gap availability, and will also increase rear-end crash potential due to more frequent stop-and-go traffic and lengthy queues.

US 2 and US 83 Northwest Bypass

The intersection of US 2 and the US 83 Northwest Bypass is not currently above the critical crash rate, however with rear-end crashes being the most common crash type (55 percent), congestion increases in the 2045 PM peak are hour are expected to increase rear-end crash potential. For example, operations are at PM peak LOS B under existing conditions, with PM peak LOS E expected in the 2045 Low Growth Scenario and PM peak LOS F expected in the Moderate and High Growth Scenarios.



III. Preliminary Value Assessment

METHODOLOGY

To help guide subsequent alternatives analysis, potential traffic shifts were estimated for two preliminary connector route alignments:

- A. Route generally following County Road 16 and County Road 17
- B. Route generally following County Road 14 and 30th Street SW

Traffic carrying potential for both the southwest portion (west of US 83, south of US 2) and the southeast portion (east of US 83, south of US 2) of the connector route was estimated for each the two preliminary alignments. Traffic estimates are based on travel times between key origin-destination pairs, with estimated travel times based on existing travel time data and simulated travel time data. This analysis was completed for existing traffic conditions and for 2045 traffic conditions in each of the three growth scenarios.

This preliminary analysis assumes that traffic will use routes with the lowest travel time, with estimated daily traffic volumes on each connector route concept shown in Figure 16 and Figure 17.

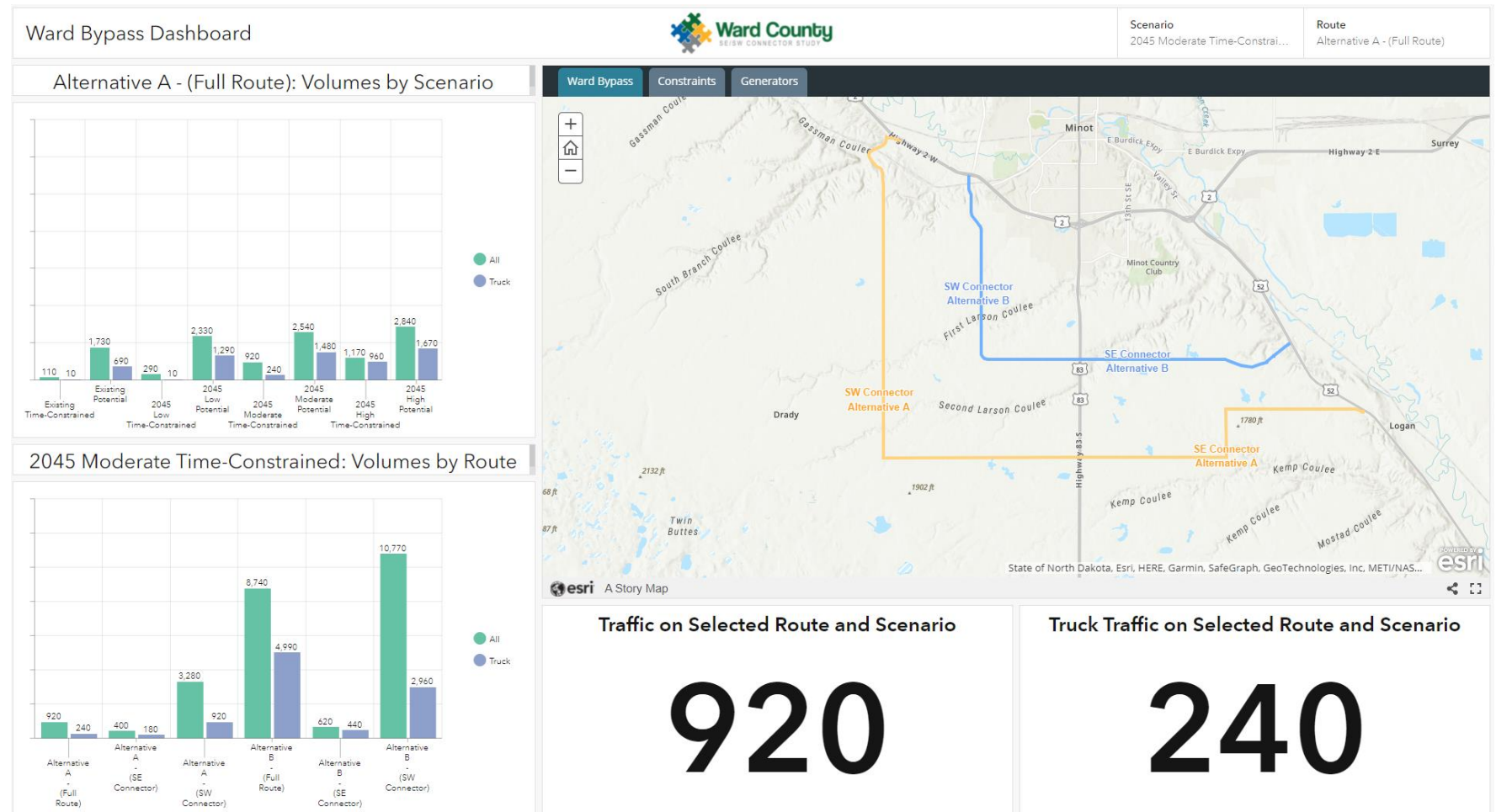
RESULTS

Based on travel time analysis, it is clear that a southwest connection would carry much higher traffic volumes than a southeast connection. A southeast connection is expected to carry fewer than 1,000 vehicles per day regardless of the growth scenario or alignment, where a southwest connection is expected to carry an approximate range of 2,500 to 12,000 vehicles per day depending on the growth scenario or alignment that is being considered. The southeast alignment does become particularly valuable once the SW Connector Corridor is in place as a connection between southeast and west of Minot without going through the congested city center. Under this scenario, the SE Connector Corridor would carry as many as 1,300 vehicles (400 trucks) by 2040.

Analysis also shows that the traffic carrying potential of a connector route is maximized if the connector route is closer to the Minot urbanized area. For example, the southwest segment of Alternative A (generally following CR 14 and 30th Street SW) is expected to carry between 7,500 and 12,000 vehicles per day depending on the scenario being considered. In contrast, the southwest segment of Alternative B (generally following CR 16 and CR 17) is expected to carry only a range of 2,300 and 3,700 vehicles per day.



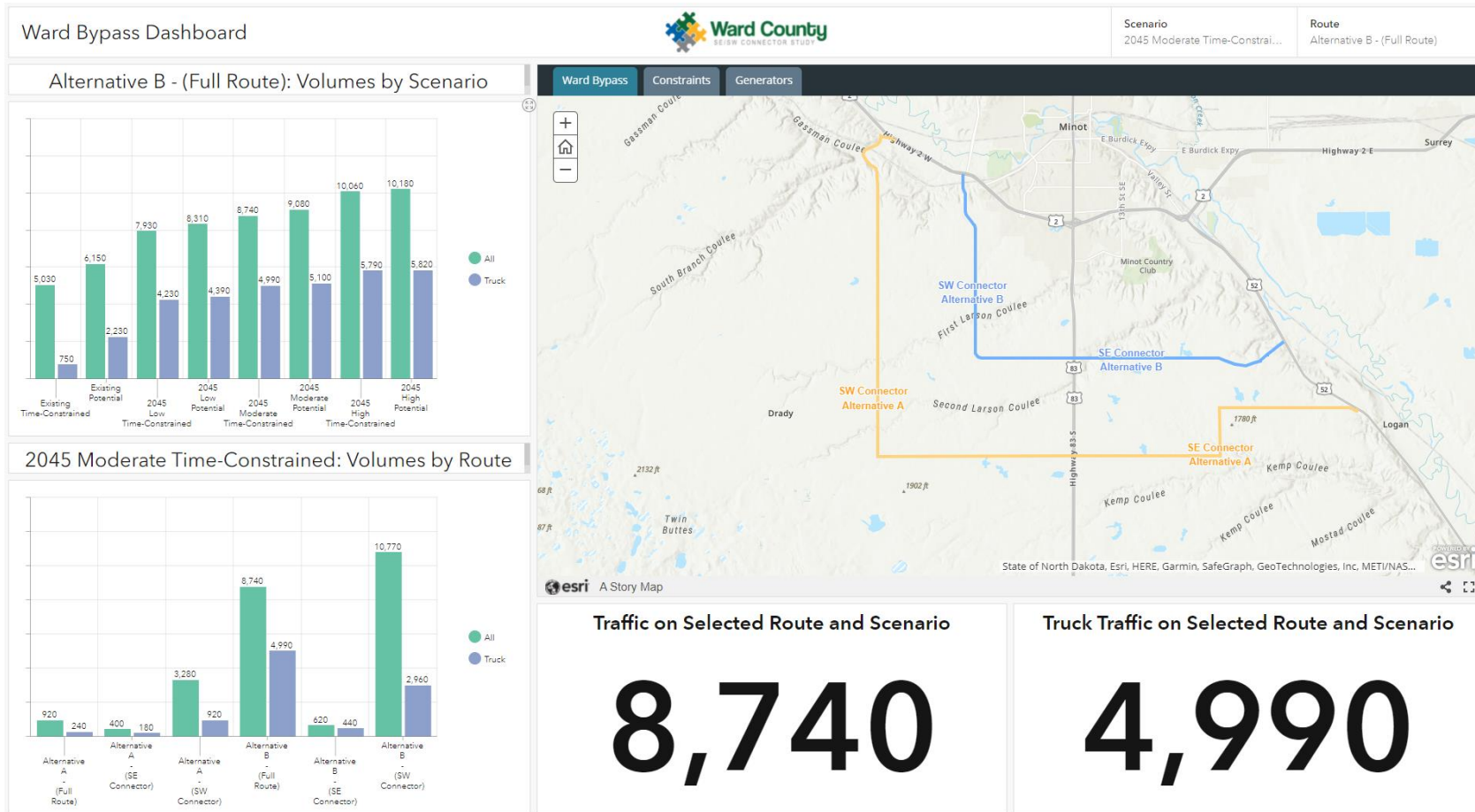
Figure 16 – Estimated Daily Traffic on Connector Route A



*The Full Route Analysis includes traffic that would use the entire Connector Corridor and is not additive of the results from the SW and SE Connector Corridor Results in this graphic.



Figure 17 – Estimated Daily Traffic on Connector Route B



*The Full Route Analysis includes traffic that would use the entire Connector Corridor and is not additive of the results from the SW and SE Connector Corridor Results in this graphic.



Ward County

SE/SW CONNECTOR STUDY

Section 3
Environmental Assessment



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I. Environmental Screening

Environmental screening was completed for the existing US 2/52 Route and the potential connector corridor alignments. The findings related to potential environmental impacts within the footprint of the corridor will be used to inform and evaluate corridor alternatives as well as a primer for required National Environmental Policy Act (NEPA) and state environmental reviews during project development.

LAND USE

Land use within the project area is primarily dominated by cropland with exception to developed areas located near Minot and a few residential developments located in the northern portions of Afton and Sundre townships. Please refer to Figure 1. There is no federal land ownership within the project area; however, there are parcels of private landownership with federal wetland easement protections. For more information regarding wetland easement, please refer to the Waterbodies section.

State owned property within the project area includes the North Dakota State University (NDSU) North Central Research Extension Center. This research center is primarily focused on studies related to crop production including crop rotation, nitrogen and sulfur needs, row spacing, weed control and disease protection. This facility also specializes in seed production and is an integral part of the planning and production of foundation seed in the state.

WATERBODIES

While there are no named waterbodies, the project area does contain a number of water features that could affect the design and location of the project. Please refer to Figure 2. Several large drainages are located within the project area. These features are identified in the National Hydrography Dataset (NHD) as blueline features all draining to the Souris River located just east of the project area. It can be assumed that any wetland or other water features associated with these drainages would be under the jurisdiction of the US Army Corps of Engineers (USACE) and would require permitting if impacted. In addition to drainage features, there are also a number of wetland basins located throughout the project area. Many of these basins are identified in the National Wetland Inventory (NWI) dataset; however, based on analysis of aerial imagery, it is likely that many more wetlands exist in addition to those identified in the NWI dataset. USACE jurisdiction of these features is not certain, but many of these basins appear to have outlets (i.e., they are not closed basins) that may make them jurisdictional features under the regulatory authority of the USACE. Determination of jurisdiction would require the completion of a formal wetland delineation for submittal to the USACE along with a request for jurisdictional determination.



Figure 1: Existing Land Use

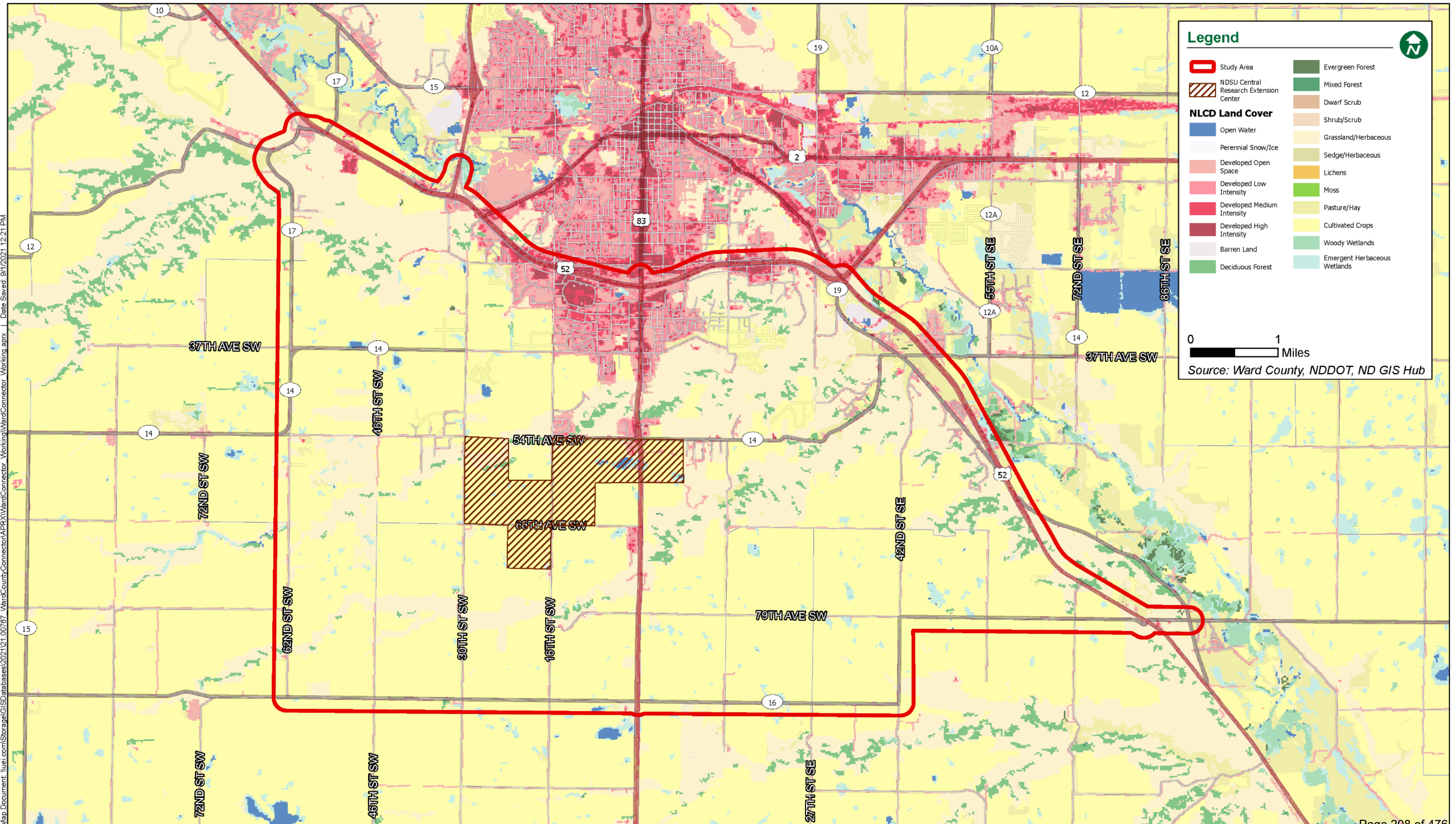
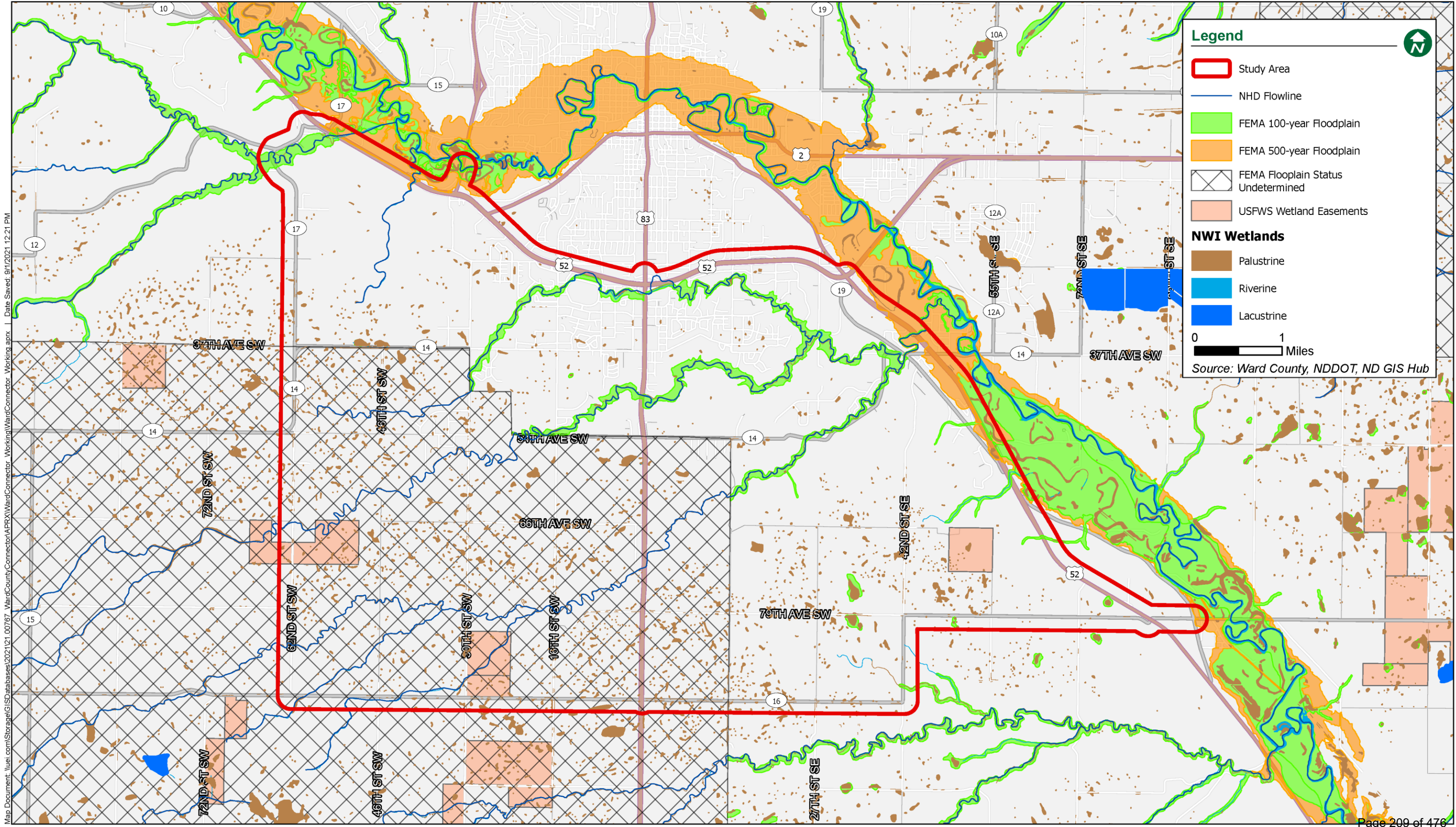




Figure 2: Water Features



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As previously mentioned in the Land Use section, there are a number of privately owned parcels of property within the project area that are subject to protective wetland easements administered by the US Fish and Wildlife Service (USFWS). These protective easements prohibit certain development activities but are only relevant to specific wetland features located on the property, not the property as a whole. If the project were to impact protected wetland features, consultation with the USFWS would be required including permitting and mitigation.

Numerous areas of mapped floodplains are located within the study area, primarily associated with the large drainage features that feed into the Souris River. If floodplains area impacted by the project, these impacts should be minimized to the extent possible by ensuring that all culverts and other hydraulic structures are properly designed and sized to avoid inducing upstream or downstream impacts. Additionally, projects impacting designated floodplains will require the acquisition of a floodplain permit from the local floodplain administrator.

THREATENED AND ENDANGERED SPECIES

Utilizing the USFWS Environmental Conservation Online System (ECOS) Information for Planning and Consultation (IPaC), federally listed species with the potential to occur within the project area include the Dakota skipper, northern long-eared bat (NLEB), piping plover, rufa red knot and whooping crane.

The Dakota skipper is a small butterfly that relies on healthy native prairie to complete its life cycle. The Dakota skipper remains in the larval stage throughout the majority of its life cycle but is most visible during the brief adult flight stage occurring from mid-June to early July, which is the only time in which the species can reproduce and disperse. In addition to its sensitive life

cycle, the primary factor affecting recovery of the species is the widespread conversion of native grassland through over-grazing, agricultural uses and disruption of natural prairie fire cycles (USFWS, 2014a). The majority of the project corridor is dominated by cropland and developed areas which would not be considered suitable habitat for the Dakota skipper; however, potential areas of undisturbed native prairie exist along the draws and drainages within the project area. Please refer to Figure 3. Depending upon vegetation composition, these areas may be capable of providing suitable habitat for the Dakota skipper. Botanical survey would be required in order to definitively determine suitability of these areas.

The NLEB is known to occur across much of the eastern half of the United States including North Dakota. This species has experienced a dramatic decline in population due to the fungal disease, white-nose syndrome (WNS). In the summer months, the species typically roosts under bark or crevices of trees as well as caves and mines. In the winter, the NLEB utilizes caves and mines as hibernacula (USFWS, 2015). Habitat in the form of forested areas is present within the project area; however, the USFWS published a final 4(d) rule for the NLEB in 2016 focusing on protecting bats within the WNS zone in close proximity to hibernacula and maternity roost trees. As of July 27, 2021, North Dakota is located within the WNS zone, but no hibernacula or maternity roost trees have been identified within the state (USFWS, 2021).

The piping plover is a threatened small migratory shorebird (USFWS, 2016). Preferred habitat for the piping plover includes sparsely vegetated sandbars and gravel beaches associated with riverine habitats, and alkali lakes and wetlands. Habitat destruction and poor breeding success are the primary reasons



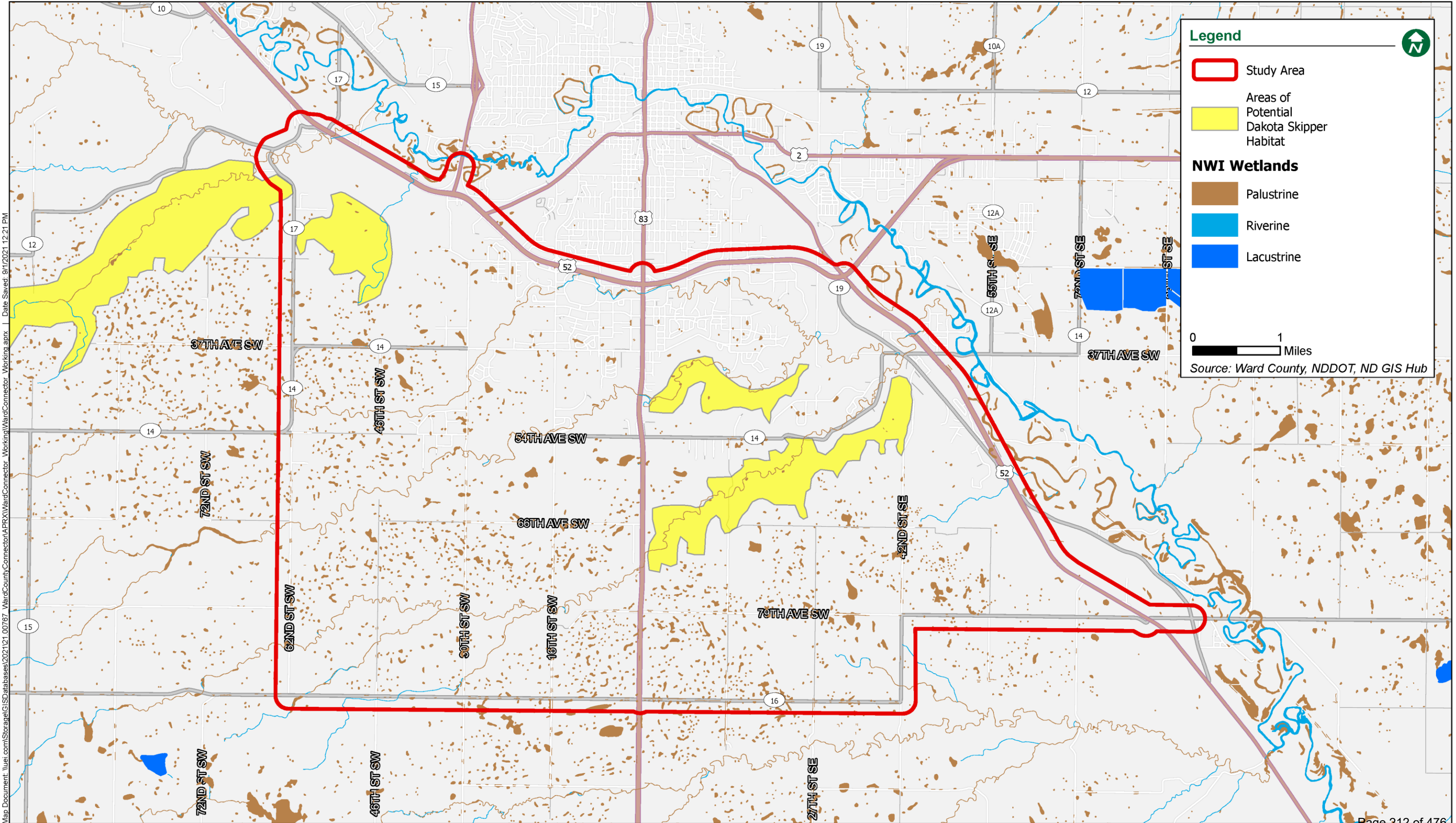
for the current listing status of the piping plover. Within the project area there are a number of wetlands that may be capable of providing suitable habitat for the species. Critical habitat has been designated for the piping plover, the closest parcel of which is located approximately 15 miles southwest of the project area.

The rufa red knot is a medium sized shorebird that migrates annually between breeding grounds in northern Canada, and wintering grounds in the southeastern United States, northeastern Gulf of Mexico, and South America. While most follow migration routes along the east or west coasts of North America, small numbers of the species follow an inland migration route, which may include stopovers in the Great Plains, including North Dakota (USFWS, 2014b). Preferred stopover habitat includes sandy or gravelly beaches, tidal mudflats, salt marshes, shallow coastal impoundments and peat banks. (BIA, 2014). Suitable habitat within the project area is likely limited; however, some of the wetlands and other waterbodies may be capable of providing stopover habitat for the species.

Whooping cranes are documented annually within North Dakota during their spring and fall migrations between the southern United States and central Canada. Migration stopover habitat for the whooping crane consists of palustrine wetlands for roosting and croplands for feeding (USFWS, 2012). In general, areas of shallow water without visual obstructions (e.g., high or dense vegetation) are preferred over heavily vegetated wetlands (CWS and USFWS, 2007). Ward County is located within the primary whooping crane migration corridor through North Dakota and the project area contains both cropland and wetlands capable of providing feeding and roosting stopover habitat.



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SECTION 4(f) PROPERTIES

Section 4(f) is a special provision within the Department of Transportation Act of 1966, 49 United States Code (U.S.C.) 303, and Section 18(a) of the Federal-Aid Highway Act of 1968, 23 U.S.C. 138. This provision stipulates that agencies under the US Department of Transportation, including the Federal Highway Administration (FHWA), cannot approve the use of land from publicly owned parks, recreational areas, wildlife and waterfowl refuges, or public and private historical sites unless there is no feasible and prudent avoidance alternative, or use of the property would result in a de minimis impact.

Known properties that would qualify for protection under Section 4(f) are limited within the project area. These include Radio City Park and various shared use paths, all of which are located within the city limits of Minot and are unlikely to be impacted any alternatives developed for the project. Cultural resources and historic sites are also eligible for protection under Section 4(f).

Known cultural resources and historic sites are discussed in more detail in the Cultural Resources & Historic Properties section. As discussed in this section, there are numerous areas within the study area that have not been previously inventoried for cultural resources and historic properties so there may be additional Section 4(f) properties located within the action area that are not currently known.



ENVIRONMENTAL JUSTICE

In accordance with Executive Order 12898, FHWA has implemented Environmental Justice (EJ) guidance to identify and address disproportionately high and adverse effects of the agency's programs, policies, and activities on minority populations and low-income populations to achieve an equitable distribution of benefits and burdens. Utilizing the US Environmental Protection Agency's EJScreen tool, census block groups within the project area were analyzed to determine if EJ communities are present.

Relative to the state of North Dakota, one census block group within the project area fell into the 66th percentile relative to low-income populations. All other block groups within the project area were in the less than 50th percentiles relative to low-income populations. Relative to people of color populations, two block groups fell within the 80th and 90th percentile, while one fell within the 72nd percentile. All other block groups within the project area were in the less than 50th percentiles relative to people of color populations. Please refer to Figure 4 and Figure 5.

Figure 4: Non-White Populations

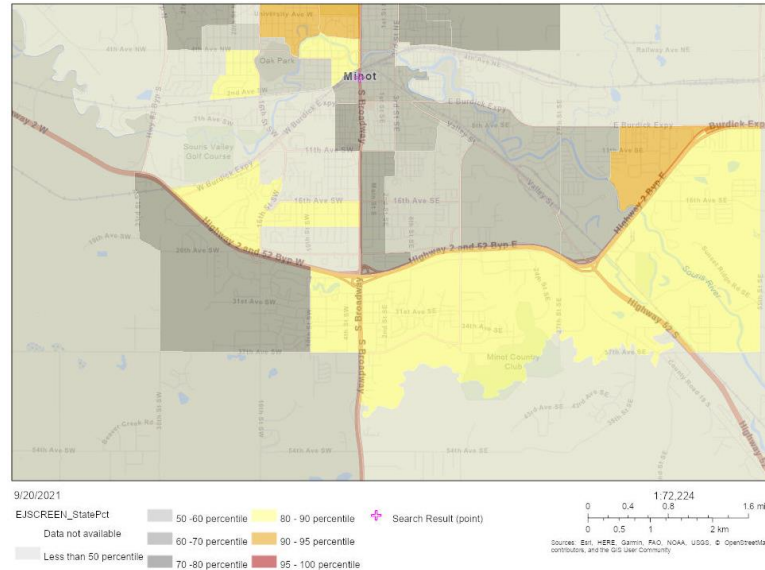
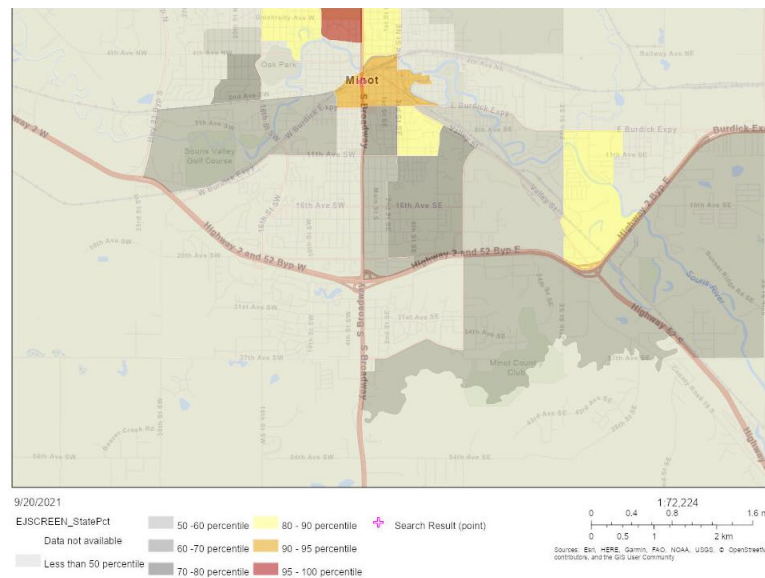


Figure 5: Low Income Populations





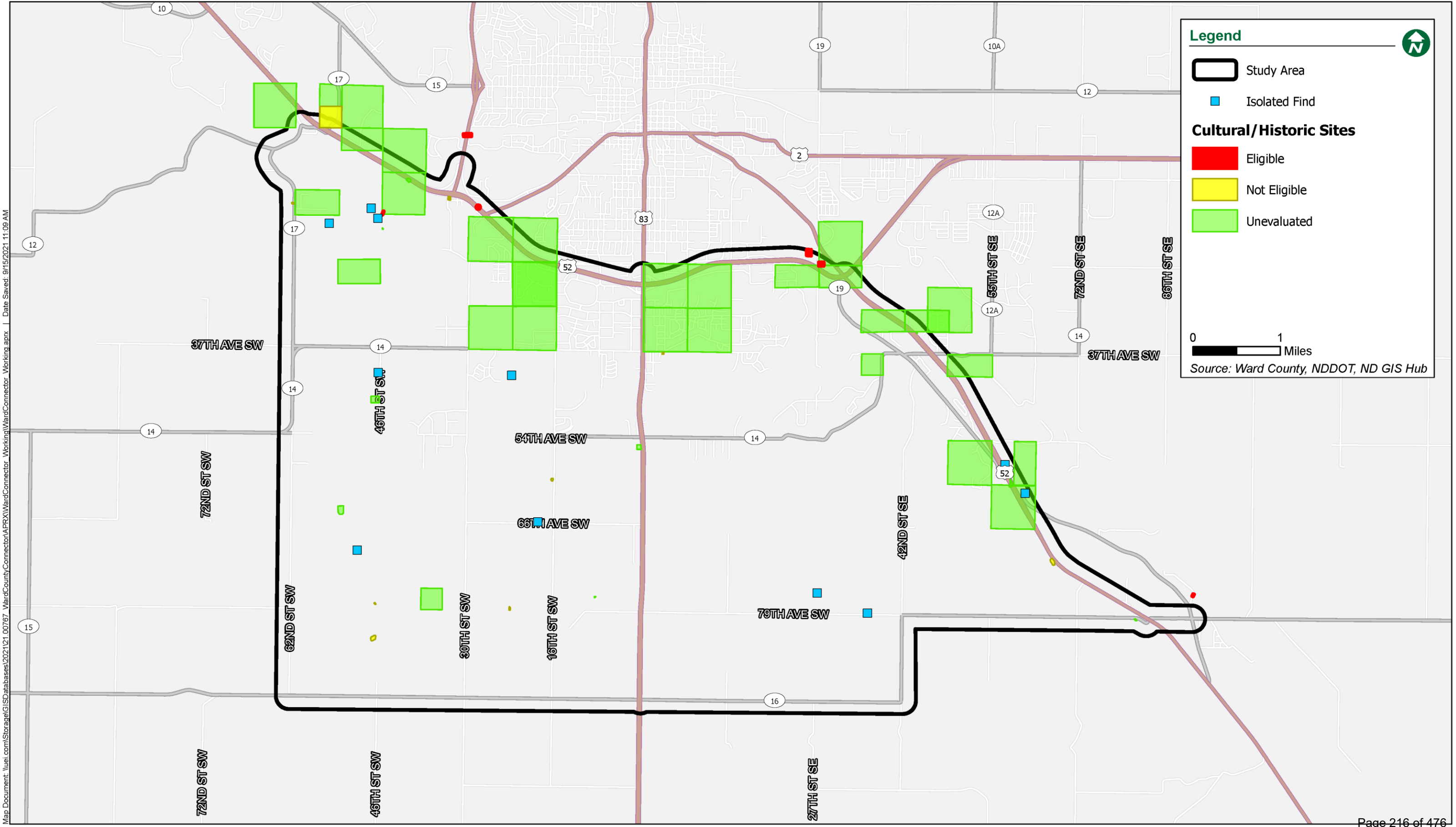
CULTURAL RESOURCES & HISTORIC PROPERTIES

Section 106 of the National Historic Preservation Act of 1966, as amended, requires that projects needing federal approval and/or federal permits be evaluated for the effects on historic and cultural properties included or eligible for listing on the National Register of Historic Places (NRHP). Eligibility for listing on the NRHP is divided into three classifications: eligible, not eligible and unevaluated. Typically, eligible sites warrant protection under Section 106 while non-eligible sites do not. Unevaluated sites are sites that may be eligible for listing, but further testing and evaluation are required to make an eligibility determination. Figure 6 shows the publicly available data for cultural and historic resources.

A Class I Literature Review of the North Dakota State Historic Preservation Office (SHPO) records was conducted by Metcalf Archaeological Consultants to identify known cultural and historic resources within the project area. This review identified a number of sites and properties with cultural and/or historic resources; however, the majority of the project corridor has not been previously inventoried, and it is assumed that many more cultural and historic resources exist in addition to the sites identified in the literature review. Additionally, many of the identified sites are unevaluated and would require additional field work to refine site boundaries and determine eligibility.

One property that was not included in the literature review is the Gassman Coulee Trestle Bridge located in the northwest portion of the project area. Built in 1899, this structure is potentially historic and eligible for listing on the NRHP; however, due to the lack of previous inventories in the area it has not been evaluated for eligibility. Once project alternatives have been developed, a Class III Cultural Resources Inventory of the proposed alignments would be required to further investigate potential cultural and historic resources within the study area. If eligible sites are identified along the project corridor, avoidance is always recommended. If avoidance is not possible, consultation with the SHPO would be required. Additionally, cultural and historic resources eligible for listing on the NRHP are considered Section 4(f) properties and therefore can only be impacted if impacts are determined to be de minimis or there are no feasible and prudent alternatives.

In accordance with 16 U.S.C. 470hh(a), information concerning the nature and location of archaeological resources is confidential. Such information is exempt from the Freedom of Information Act and is not included in this document.





II. Solicitation of Views

This study was built using the FHWA Planning and Environmental Linkages (PEL) approach. Planning and Environment Linkages (PEL) represents a collaborative and integrated approach to transportation decision-making that 1) considers environmental, community, and economic goals early in the transportation planning process, and 2) uses the information, analysis, and products developed during planning to inform the environmental review process. The benefits of the PEL process are improved relationship-building, improved project delivery timeframes, and on-the-ground outcome benefits.

To achieve the PEL Vision, Solicitation of Views (SOV) letters were sent to 37 agencies with potential impacts or knowledge of the area. Seven responses were received. Below is a list of the seven responding agencies and the potential conflicts they covered in their response. The full SOV responses can be found in Appendix A.

- Department of Water Resources – Floodplains, Floodway
- Minot Air Force Base – Convoy Operations
- Minot Fire Department – Potential 6th station in south Minot
- ND Department of Environmental Quality – NDPDES, UST
- ND Parks and Recreation – 6(f), Species of Concern
- US Army Corps of Engineers – Section 404
- Western Area Power Administration (WAPA) – 115 kV line in SE corner of study area

III. Purpose and Need

Ward County is a regional freight and economic hub that has experienced significant population growth over the past 20 years. Between 2000 and 2020, the population of Ward County grew by approximately 18 percent and is expected to continue this growth trajectory through 2040. The vast majority of this growth has occurred within and around Minot. This growth, combined with the location of Minot at the convergence point of three regionally and nationally significant US highways, has created the demand for an improved transportation system capable of addressing the current and future needs of the region. The purpose of the proposed project is to provide a transportation system that would:

- Address social demands created by the southern expansion of the Minot urban area and facilitate economic development within the region by providing an efficient and reliable highway system for the movement of freight
- Satisfy transportation demands identified in local and statewide planning documents
- Improve system linkage and roadway reliability by providing an alternative corridor capable of accommodating a 105,500-pound legal gross vehicle weight without height restrictions.
- Address current and future roadway capacity issues within the project area.

The purpose of the project, as previously identified, is being driven by the following underlying needs.



Social Demands/Economic Development - The City of Minot is a uniquely situated economic hub. It is the fourth largest city in North Dakota, is located at the convergence point of three major US highways and several major rail lines, it is economically influenced by the Minot Airforce Base and Port of North Dakota, it is surrounded by agricultural production, and it is located near the eastern edge of the Bakken oil play. Consequently, the transportation network in and around Minot plays a key role in the overall social and economic dynamics of the region.

Within an around Minot, trucks make up a significant portion of the overall traffic volumes along US 2, US 83 and US 52. Based on origin destination analysis, approximately 32 percent of truck traffic on these highways is regional traffic destined for locations outside of Minot. Currently, these three highways are located near the southern edge of the Minot urban core; however, future land use models predict increased urban expansion to the south. This future expansion is anticipated to be comprised primarily of low-density residential development creating both a social and economic need for providing an alternate southeast and southwest connector corridor for removing regional freight traffic from the urban core.

Additionally, as this urban expansion occurs, there will be a need to provide additional arterial roadway connections for local traffic. Capacity issues have already been identified on the arterial system within the project area and it is anticipated that these issues will become more significant under future traffic growth scenarios as traffic generators such as the new Trinity Hospital campus will place additional strain on the roadway network. These capacity issues also affect emergency services and their ability to respond in a timely manner, further highlighting the

need for an arterial roadway to relive pressure on the local roadway network.

Transportation Demand – The concept of a south side connector corridor has been previously identified and studied in the Minot 2035 Long Range Transportation Plan and the Ward County Transportation Plan. These plans both identified anticipated urban expansion of Minot to the south and a need for an alternate corridor around the south side of Minot to accommodate freight and agricultural needs while also providing a benefit to local traffic. Additionally, the North Dakota State Freight Plan identifies the portions of US 2, US 83 and US 52 occurring within the project area as Level 1 in the North Dakota Strategic Freight System Index meaning they are critical rural freight corridors for both interstate and international freight movement. These existing plans all highlight the need for providing a reliable regional freight corridor while addressing future expansion of the Minot urban area.

System Linkage – In North Dakota, the legal gross vehicle weight on state highways is 105,500 pounds unless otherwise posted. Within the project area, the only roadways designed to accommodate gross vehicle weights up to 105,500 pounds are US 2, US 83 and US 52, all of which traverse through the urban core of Minot. There are currently no alternative options around the south side of Minot for vehicles exceeding a gross vehicle weight of 80,000 pounds. Additionally, along US 2 at the 16th Street Southwest interchange there is currently a 16-foot height restriction. Over height vehicles traveling this route do not currently have a convenient alternate route for bypassing this height restriction. This lack of alternative roadways can create reliability issues in the event of roadway closures and exacerbate capacity issues as the population of Minot continues to grow.



US 83 near the US 2/US 52 interchange is one area of particular concern with regards to regional freight movements. As US 83 nears this interchange from the south, the existing roadway corridor becomes increasingly urbanized and access density increases significantly. Seven access points are currently located within one mile of this interchange, and as previously stated, urban expansion of Minot to the south is anticipated to continue. Based on the origin destination study completed for this project, approximately 25 percent of all truck traffic traveling north on US 83 within the project area is regional traffic destined for locations outside of Minot. Providing an alternate roadway connection around the south side of Minot would remove these vehicles from the urban corridor, improving regional system linkage and overall network reliability.

Capacity – A traffic analysis has been completed for the project analyzing various growth scenarios to determine traffic and operational conditions now and in the future. Results of this analysis highlight existing delays within the system particularly during PM peak traffic along US 2 and US 83. Both corridors are currently classified as unreliable based on planning time index, and analysis of future growth scenarios shows these issues compounding. By 2045, it is estimated that congestion will increase network-wide delays by a range of 13 to 54 percent in the AM peak hour and by a range of 60 to 300 percent in the PM peak hour. Under a moderate traffic growth scenario, drivers traveling US 83 northbound are anticipated to experience more than 14 minutes of delay during PM peak while drivers traveling westbound on US 2 are anticipated to experience more than 6 minutes of delay. In addition to the driver delay, this breakdown in overall roadway operations is also anticipated to result in increased crash potential throughout the project study area.



Ward County

SE/SW CONNECTOR STUDY

Section 4
Alternatives Analysis



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I. Background

This Alternatives Analysis report was developed to document analysis related to potential US 2/52/83 connector corridor configurations. Alternatives analysis was performed for several connector corridor route alignments as well as major junction points where a new connector corridor would intersect with the existing highway system. Analysis in this report is intended to provide a data-driven assessment of alternatives, with the goal of identifying alternatives that can be carried into project programming and eventual implementation.

The overall study process is shown in **Figure 1**, with this chapter documenting the *Analyze Routes and Intersections* phase of the study.

Figure 1: Connector Corridor Study Process





II. Development of Alternatives

The purpose of analysis documented in this chapter is to identify feasible connector corridor routing and intersection alternatives. Also included is analysis of these alternatives, including assessments of how each fare in the categories of regional mobility, local accessibility, crash potential, multimodal connectivity, cost, and environmental impacts. This information will help to develop preferred alternatives for the Southwest and Southeast Connector Corridor.

BRAINSTORMING WORKSHOP SUMMARY

To help guide the development of various roadway alternatives, a Transportation Action Committee (TAC) workshop was held on December 2nd, 2021. A key component of this workshop was a brainstorming session. Attendees completed worksheets that asked questions about preferences related to the following:

- Value Profile
- Connector Corridor Routing
- Connector Corridor Characteristics
- Intersection Options

Also included in the worksheet packet was a map of the project constraints. This map included information such as road ownership, traffic counts, zoning, wetland boundaries, and 50' contour lines. Participants in the workshop were to use this map to draw their preferred routes.

There were six attendees of the second Transportation Action Committee workshop who filled out the worksheet packet. Below,

is a discussion of the questions that were asked, and the answers provided by these six attendees.

Value Profile

The value profile asked attendees to assign a value (out of 100 – higher numbers mean higher priority) to each of the major evaluation categories being used to assess the alternatives (Regional Mobility, Local Accessibility, Crash Potential, Multimodal Connectivity, Cost, Environmental Impacts). The scores each attendee gave were averaged, with the averages being used to assign a weight to each factor. These scores are used during the routing alternative evaluation phase and are included within the evaluation matrices.

Value scores for the key criteria are summarized in **Figure 2** and **Figure 3**.



Figure 2: TAC Value Profile Results (Average of All Responses)

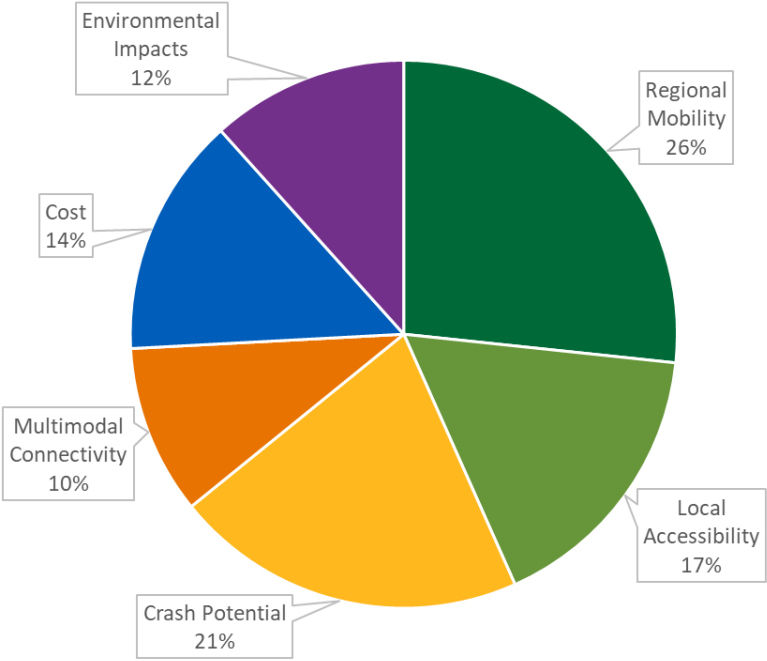
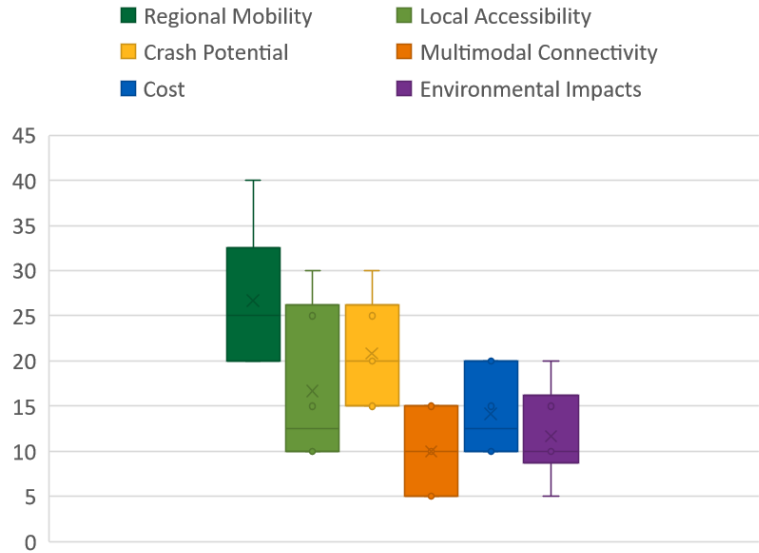


Figure 3: TAC Value Profile Results (Range of All Responses)





Routing

This question asked the attendees to rank four potential generalized routing alternatives. The four options were:

- SW Connector (US 2/52 to US 83)
- SE Connector (US 83 to US 52)
- East Connector (US 52 to US 2)
- Major Improvements to US 2/52

Attendees were also given the option to indicate if a route is unnecessary.

The SW Connector was the most popular option, receiving an average rank of 1.2. Major improvements to US 2/52 and the SE Connector were tied with an average of 2.4, while the East connector was the least preferred alternative. The East connector was deemed unnecessary by three participants, and another attendee noted that “this would be great but would be a challenge.”

Connector Corridor Characteristics

The next section asked attendees to select certain corridor characteristics that they would like to see implemented. The characteristics fall into these five categories:

- Cross Section
- Multimodal Components
- Preferred Traffic Control (With Deviations Where Space and Volumes Dictate)
- Preferred Design Speed
- Access Spacing

In this section, attendees could choose more than one option for each section. Some did choose multiple options, as they felt that different parts of the corridor will require different speed limits, access spacing requirements, lane configurations, etc. Results were mixed, although a two-lane rural highway with passing lanes and a 65 miles per hour speed limit was a popular choice. Most participants noted that this vision would need to evolve through the more urbanized sections of the study area.

Intersection Options

The final question of the brainstorming workshop asked attendees about what type of intersections they would like to see on the connector. They were asked to only consider their top choice route and to choose intersection treatments for four different sections of their proposed connector, which included:

- NW Connection to US 2/52
- South Connection to US 83
- SE Connection to US 52
- Intersections (North and South) of County Road 14 and 17 with Connector Corridor

The most common type of intersection that was selected was a Reduced Crossing U-Turn Intersection, also called an RCUT. It was selected for at least one of the sections by 5 of the 6 attendees. Interchanges were also a popular choice, especially for the NW Connection section of the connector. For the intersections with County Road 14 and 17, a roundabout was an almost universal choice.

This workshop helped to determine what were some of the main desired outcomes for the SW/SE Connector Corridor. The answers



provided are taken into consideration during the decision-making process on recommended alternatives in the sections below.

ANALYSIS AND SCORING METHODOLOGY

Several options for both corridor alignments/routing and intersection designs at key connection points were proposed, evaluated, and ranked in terms of performance related to key criteria.

Performance Evaluation Criteria

Each route alignment or intersection alternative was evaluated using the technical criteria provided to the TAC in the Value Profile exercise. These technical criteria are:

Regional Mobility

Route Alignments: Based on expected traffic volumes, travel speeds, travel times, and expected delays on the proposed route.

Intersections: Based on intersection delays and levels of service, focusing on intersection approaches utilized by regional traffic.

Traffic volume data that was used for analysis related to regional mobility is based on traffic projections documented in the *Future Conditions* chapter of this study. Some adjustments were made to traffic projections based on alternative-specific roadway configurations. Projected traffic data was then used in SimTraffic traffic simulation models to estimate travel times and intersection delays throughout the study area.

Local Accessibility

Route Alignments: Based on the utility a connector route would have to local traffic, generally based on the proximity to the

developed parts of Minot as well as automobile level of service along the new corridors.

Intersections: Based on intersection delays and levels of service, focusing on intersection approaches utilized by local traffic.

The same traffic modeling approach that was used for Regional Mobility assessment was applied for the Local Accessibility assessment.

Crash Potential

Route Alignments: Based on horizontal and vertical roadway geometry on connector route as well as safety improvements that can be expected in conjunction with reduction in delays and conflict exposure in the developed part of Minot

Intersections: Based on the number and types of conflict points associated with an alternative. Also based on research-supported safety statistics for specific intersection designs

Multimodal Connectivity

Route Alignments: Based on the types of pedestrian and bicycle facilities that are being proposed and the level of safety and comfort these facilities provide to non-motorized users

Intersections: Based on the ease of crossing US 2, US 83, or US 2 on foot or on bicycle

Cost

Route Alignments and Intersections: Based on planning level cost estimates



Environmental Impacts

Route Alignments and Intersections: Based on the degree of environmental and other property impacts associated with an alternative

Alternative Scoring

For each technical criterion described above, a score between 1 and 10 was assigned based on how the alternative under consideration performs. A score of 1 indicates poor performance and a score of 10 indicates very good performance.

To evaluate the overall performance of an alternative, an overall score was calculated using a weighted average of all technical criteria, with weights based on the average Value Profile score for each criterion. For example, since regional mobility was rated the most important, these scores will be weighted more heavily when calculating the overall score for an alternative.

III. Route Alignment Alternatives

Route alignment alternatives were developed and analyzed for three subareas within the project area (see **Figure 4**):

West Segment: This segment is where the proposed connector route would connect to US 2 on the west side of Minot. Eight alignment alternatives were developed for this segment. Specific details related to each of the eight alternatives are shown in **Figure 5** through **Figure 12**.

Southwest Segment: This segment covers the majority of a route that would be in the southwest quadrant of US 83 and US 2. Seven alignment alternatives were developed for this segment.

Specific details related to each of the seven alternatives are shown in **Figure 13** through **Figure 19**.

Southeast Segment: This segment covers the entire of a route that would connect south US 83 to US 52. Five alignment alternatives were developed for this segment. Specific details related to each of the eight alternatives are shown in **Figure 20** through **Figure 24**.

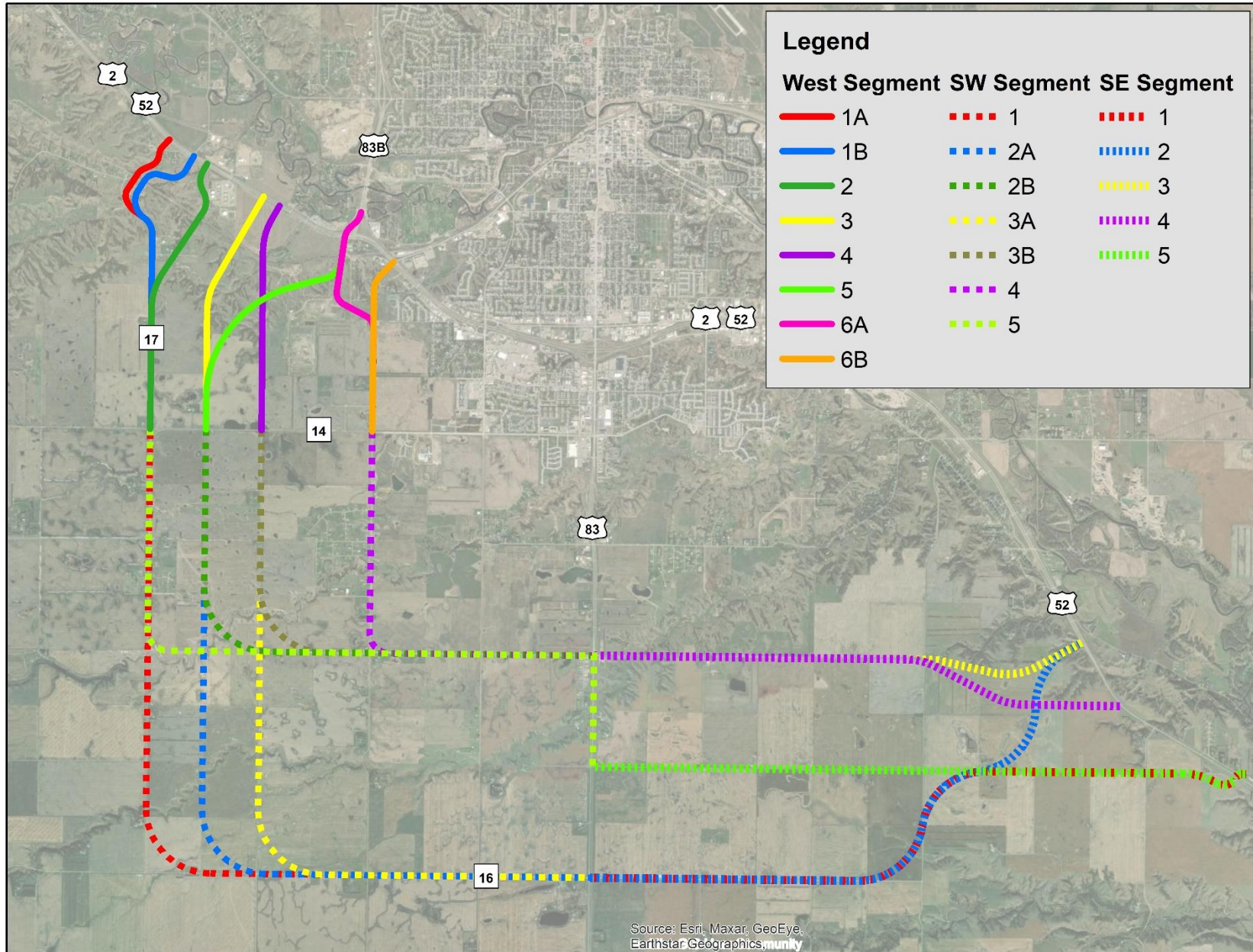
NEAR, FAR, AND MID CONNECTIONS

There are pros and cons associated with having a connector route either close to the developed part of Minot or further away from the developed part of Minot. As such, route alignment alternatives are broadly characterized as:

- **Near connections** – Alignments that are closer to the developed part of Minot. These alignments would still be designed to best facilitate the movement of regional traffic, however more consideration would also be given to providing utility to local traffic compared to alternatives further away.
- **Far connections** – Alignments that are farther away from the developed part of Minot. These alignments are intended to prioritize the movement of regional traffic.
- **Mid connections** – Alignments that balance local and regional traffic needs.



Figure 4: Alternatives Under Consideration





ROUTE ALTERNATIVES ANALYSIS RESULTS

Results from alternatives analysis for route alignments are shown in **Figure 5** through **Figure 24**. These figures show the following key items related to each alternative:

- Horizontal alignment
- Roadway cross section
- Proposed access spacing
- Estimated 2045 daily traffic volumes
- Performance related to key technical criteria

West Segment Route Alignment Alternatives

The eight West Segment alternatives are presented in **Figure 5** through **Figure 12**. A summary of the performance of all West Segment alternatives is provided in **Table 1**.

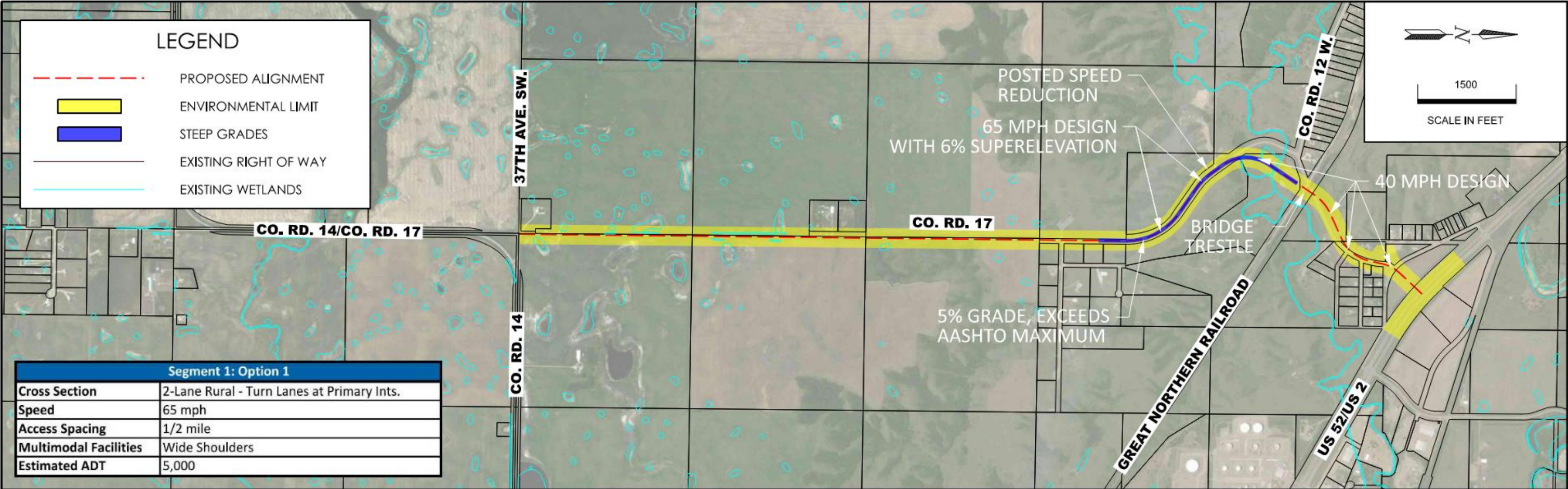
Southwest Segment Alternatives

The seven West Segment alternatives are presented in **Figure 13** through **Figure 19**. A summary of the performance of all Southwest Segment alternatives is provided in **Table 2**.

Southeast Segment Alternatives

The five West Segment alternatives are presented in **Figure 20** through **Figure 24**. A summary of the performance of all Southeast Segment alternatives is provided in **Table 3**.

Figure 5: West Segment - Alternative 1A



West Segment		Option 1a: Far Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○○	Distance from city center reduces local traffic, prioritizing regional traffic 2.9 miles in length 65 mph design speed, 40 mph curves in residential area
Local Accessibility	17	●●●●●○○○○	1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network LOS C expected through 2045 (LOS B if passing lanes are provided) - some extra capacity available to carry local traffic if adjacent areas begin to develop
Crash Potential	21	●●●●●○○○○	5% grade for 1 mile, with horizontal curvature within vertical curve section Full superelevation required for horizontal curves Single vehicle crashes are common around Minot on similar roadways with combined horizontal and vertical curvature
Multimodal Connectivity	10	●●○○○○○○○○	Wide shoulder can carry bike traffic, but no sidewalk/paths for pedestrians Low non-motorized travel demand due to distance from typical bike/pedestrian generators
Cost	14	●●●●●○○○	Planning level cost estimate: \$10,000,000 to \$25,000,000 Utilizes existing railroad trestle as grade separation between roadway and railroad Potential for multiple stream crossings
Environmental Impacts	12	●●●●●○○○	15 NWI wetlands impacted for a total of 3.2 acres of potential impacts 34% of the route occurs within grassland and could impact areas of potential Dakota skipper habitat The route is located within two floodplains and may require additional analysis depending on final design
Overall	100	●●●●●○○○○ 5.3	

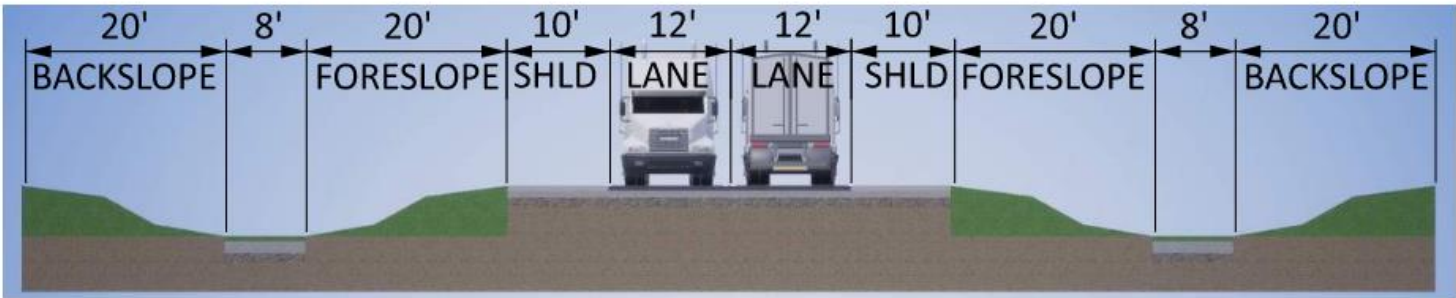
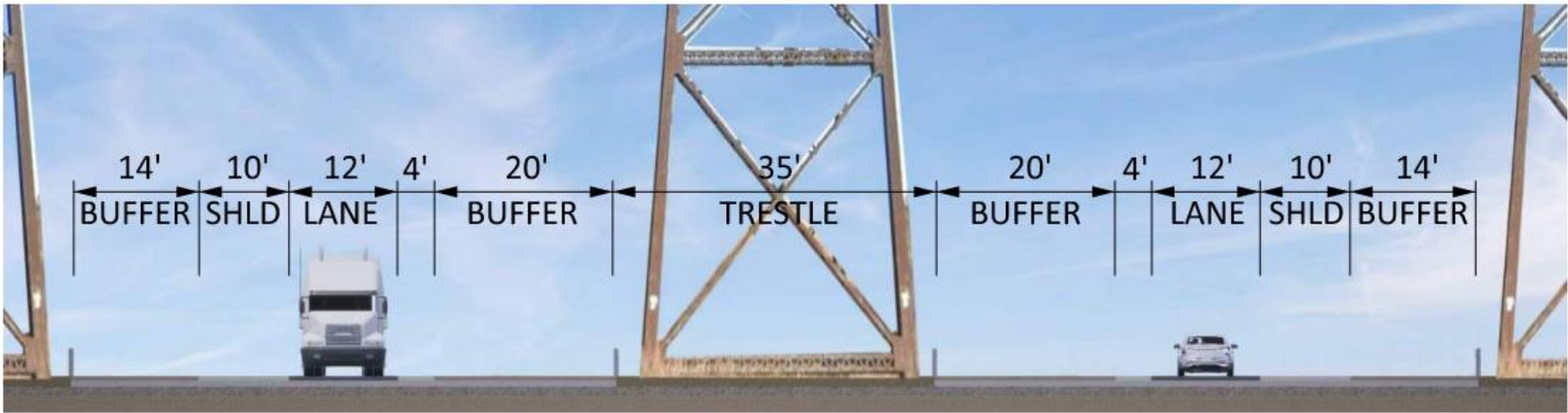
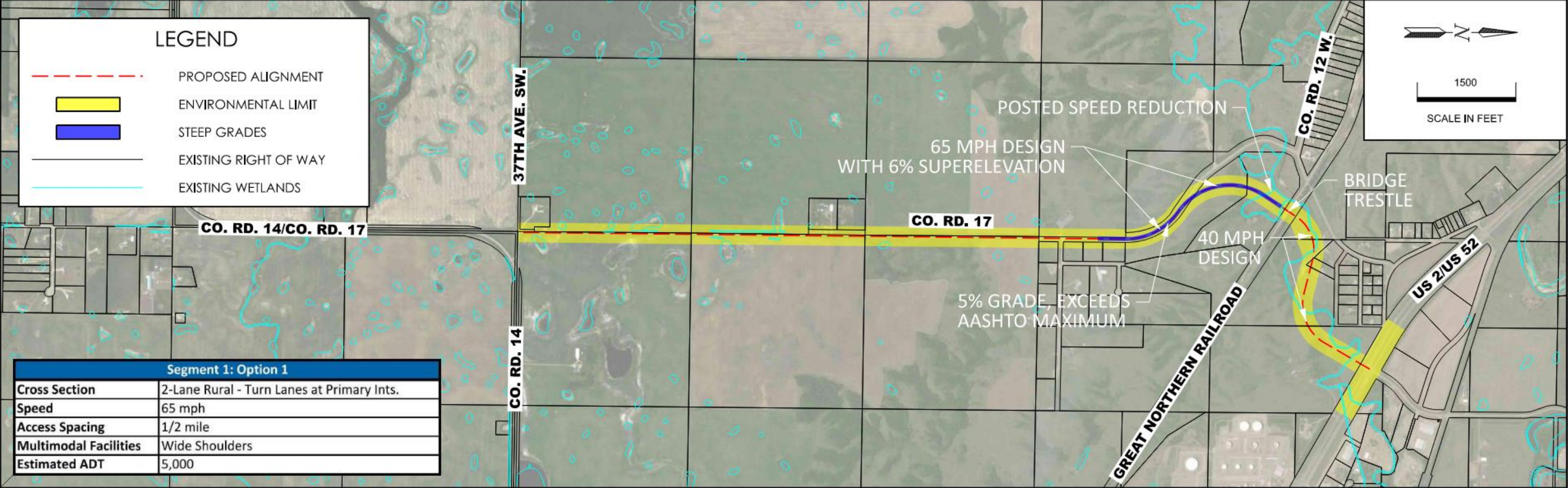
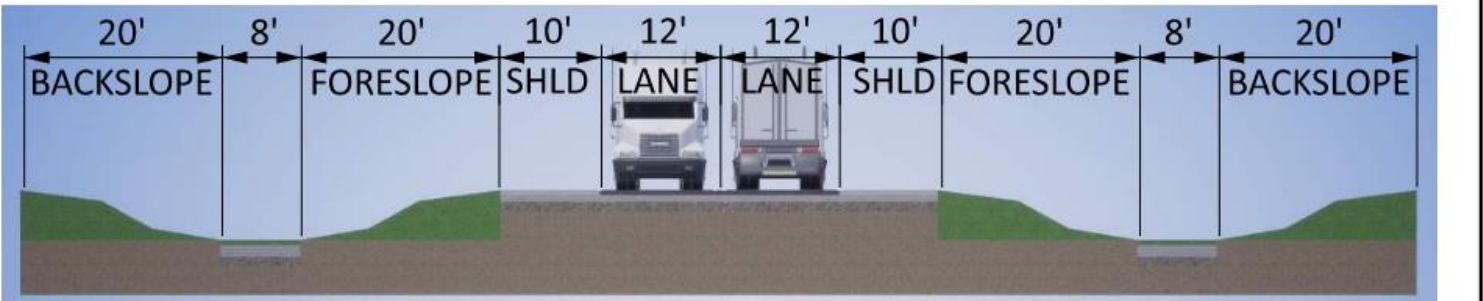
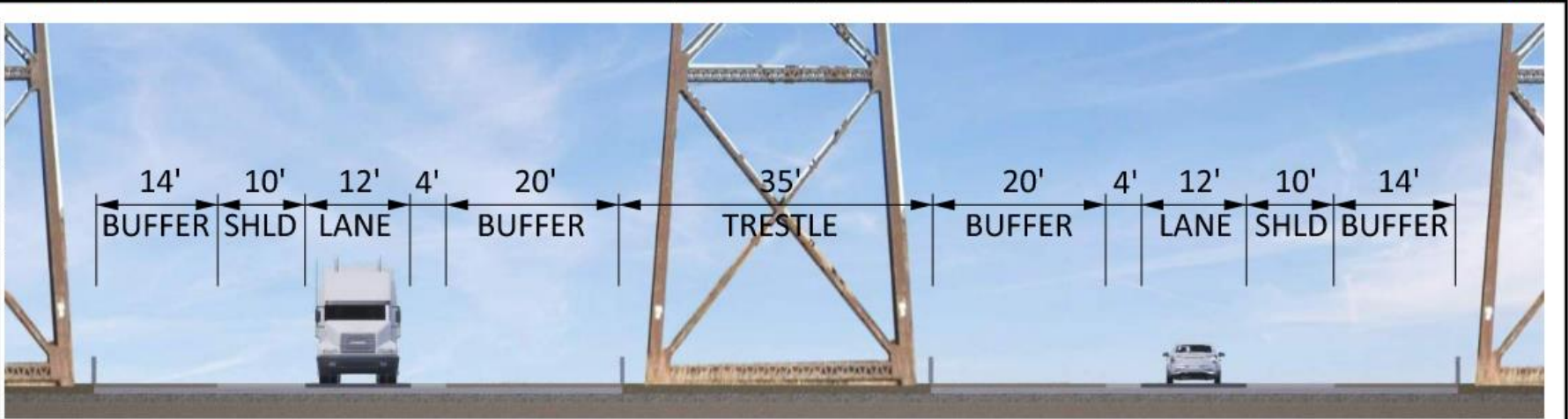


Figure 6: West Segment - Alternative 1B

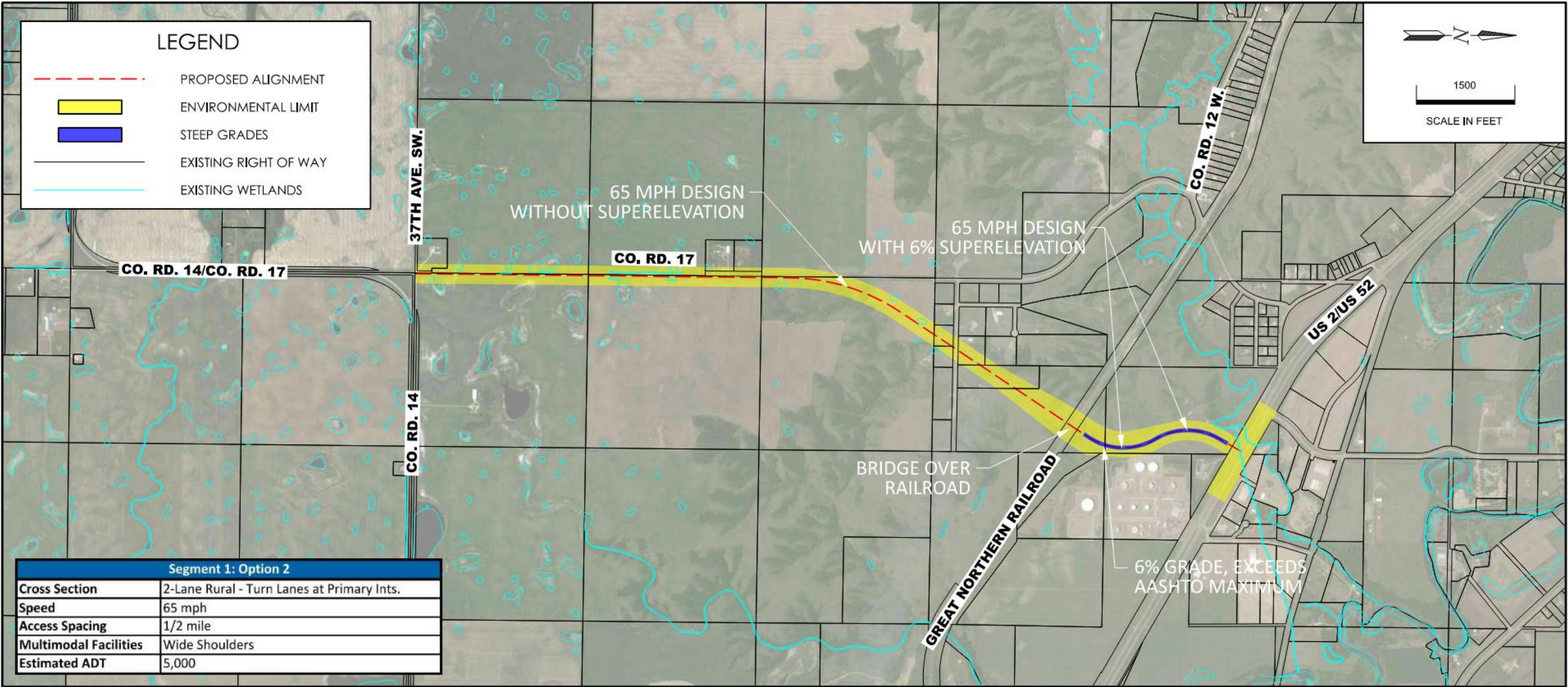


West Segment		Option 1b: Far Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○○	Distance from city center reduces local traffic, prioritizing regional traffic 2.9 miles in length 65 mph design speed, 40 mph curves in residential area
Local Accessibility	17	●●●●●○○○○	1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network LOS C expected through 2045 (LOS B if passing lanes are provided) - some extra capacity available to carry local traffic if adjacent areas begin to develop
Crash Potential	21	●●●●●○○○○	5% grade for 1 mile, with horizontal curvature within vertical curve section Full superelevation required for horizontal curves Single vehicle crashes are common around Minot on similar roadways with combined horizontal and vertical curvature
Multimodal Connectivity	10	●●○○○○○○○○	Wide shoulder can carry bike traffic, but no sidewalk/paths for pedestrians Low non-motorized travel demand due to distance from typical bike/pedestrian generators
Cost	14	●●●●●○○○	Planning level cost estimate: \$15,000,000 - \$25,000,000 Utilizes existing railroad trestle as grade separation between roadway and railroad Potential for multiple stream crossings
Environmental Impacts	12	●●○○○○○○○○	17 NWI wetlands impacted for a total of 4.3 acres of potential impacts 43% of the route occurs within grassland and could impact areas of potential Dakota skipper habitat The route is located within two floodplains and may require additional analysis depending on final design Potential to impact unevaluated cultural resources Impacts up to 3 dwellings on Dodson Drive
Overall	100	●●●●●○○○○ 4.8	

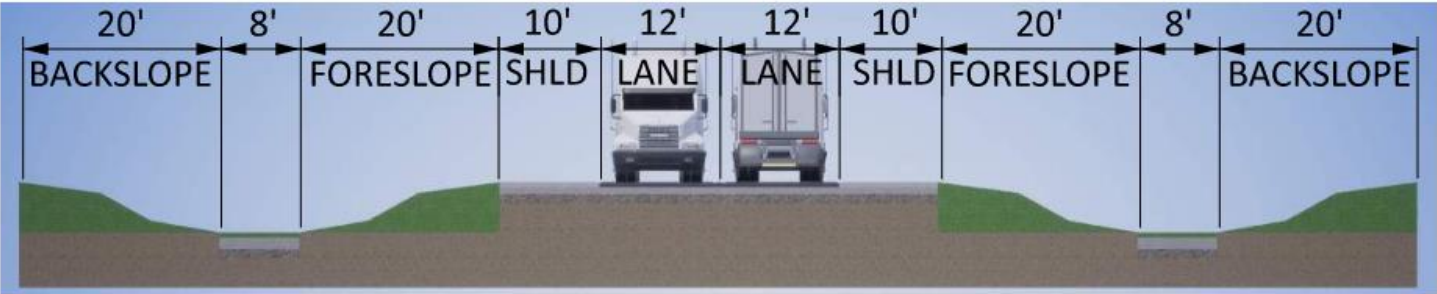


WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 1 OPTION 1B

Figure 7: West Segment - Alternative 2



West Segment		Option 2: Far Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●●●●	Distance from city center reduces local traffic, prioritizing regional traffic
Local Accessibility	17	●●●●●○○○	2.5 Miles in length
Crash Potential	21	●○○○○○○○○	65 mph design speed
Multimodal Connectivity	10	●●○○○○○○○	1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network
Cost	14	●●●●●○○○	LOS C expected through 2045 (LOS B if passing lanes are provided) - some extra capacity available to carry local traffic if adjacent areas begin to develop
Environmental Impacts	12	●●●○○○○○○	6% grade for 3/4 mile, with combined horizontal and vertical curvature
Overall	100	●●●●●○○○	Single vehicle crashes are common around Minot on similar roadways with combined horizontal and vertical curvature
		5.1	Wide shoulder can carry bike traffic, but no sidewalk/paths for pedestrians
			Low non-motorized travel demand due to distance from typical bike/pedestrian generators
			Planning level cost estimate: \$35,000,000
			Includes new bridge over railroad
			Significant right-of-way acquisition needed
			Significant fill sections
			Requires the buyout of one home, and encroaches on three additional homes
			21 NWI wetlands impacted for a total of 3.5 acres of potential impacts
			53% of the route occurs within grassland and could impact areas of potential Dakota skipper habitat
			Potential to impact unevaluated cultural resources



WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 1 OPTION 2

Figure 10: West Segment - Alternative 5

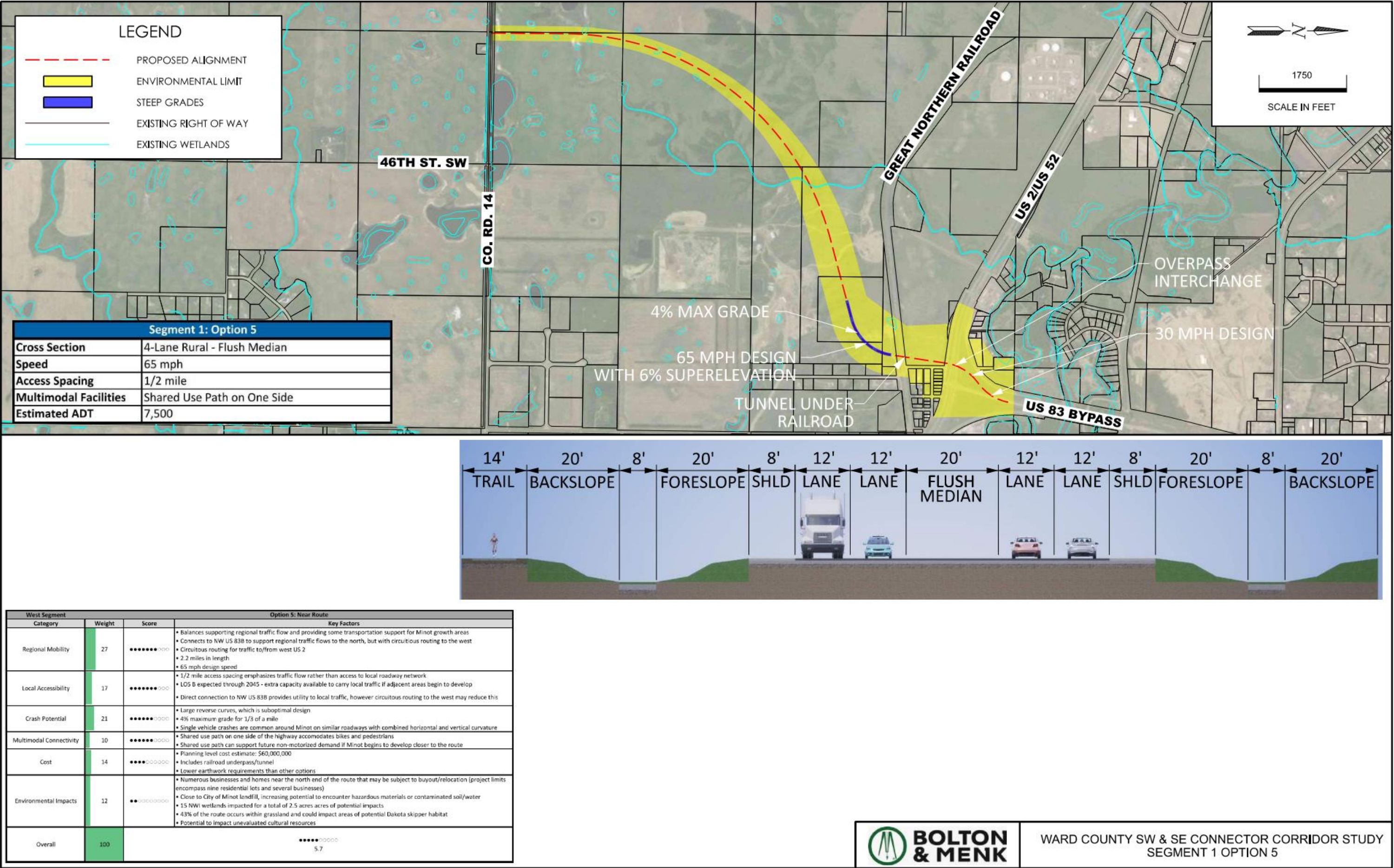
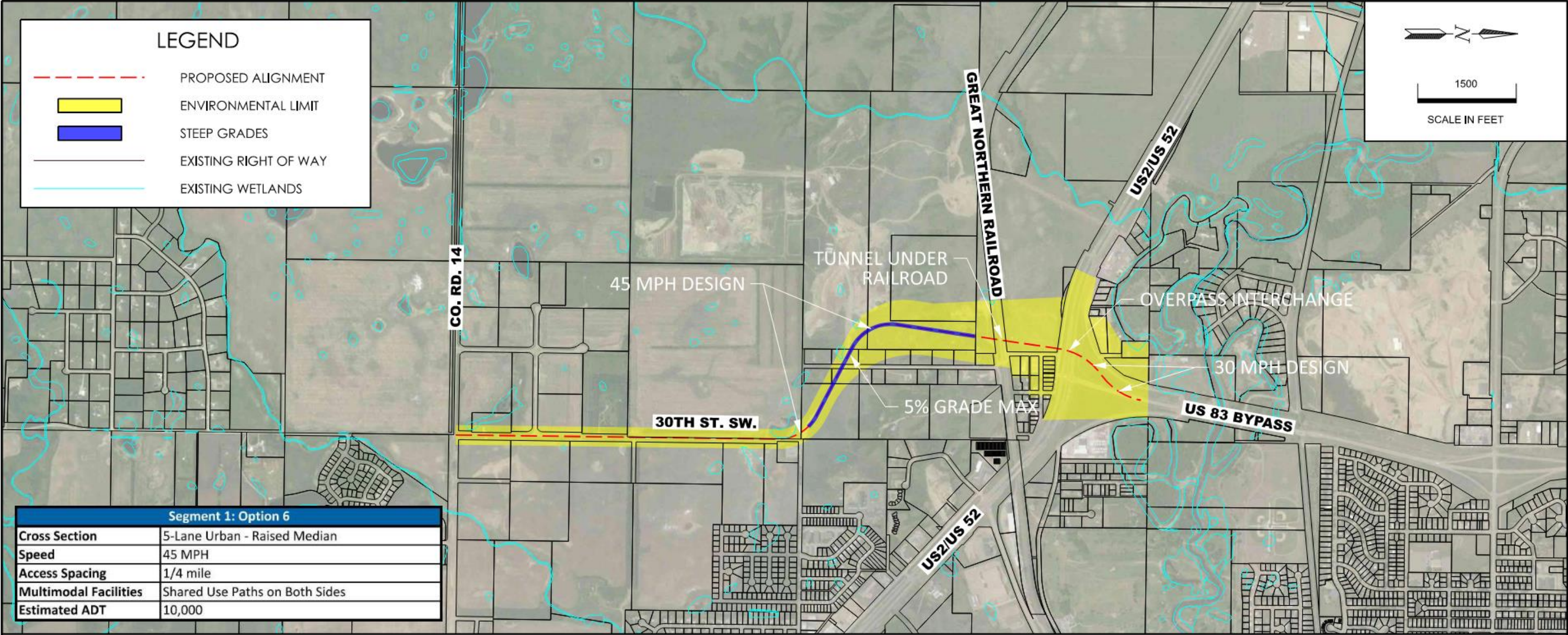


Figure 11: West Segment - Alternative 6A



West Segment		Option 6a: Near Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○○	- Balances supporting regional traffic flow and providing some transportation support for Minot growth areas - Connects to NW US 83B to further support regional traffic flows, routing is less circuitous than Option 5 1.9 miles in length 45 mph design speed
Local Accessibility	17	●●●●●●○○	1/4 mile access spacing balances regional traffic flow and access to local roadway network - LOS B expected through 2045 - some extra capacity available to carry local traffic if adjacent areas begin to develop - Less circuitous routing for connection to NW US 83B when compared to Option 5 provides more utility to local traffic - Proximity to center of Minot improves support for local traffic
Crash Potential	21	●●●●●●○○	Sharper curves require 45 mph design speed, including curve just south of proposed grade separation
Multimodal Connectivity	10	●●●●●●○○	- Shared use paths on each side of the highway accommodates bikes and pedestrians - Shared use path can support future non-motorized demand if Minot begins to develop closer to the route - Lower vehicle speeds compared to other options better supports non-motorized traffic
Cost	14	●●○○○○○○○○	- Planning level cost estimate: \$100,000,000 - Includes grade separation/tunnel under railroad
Environmental Impacts	12	●●○○○○○○○○	- Numerous businesses and homes near the north end of the route that may be subject to buyout/relocation. Project limits encompass nine residential lots and several businesses - Close to City of Minot landfill, increasing potential to encounter hazardous materials or contaminated soil/water 10 NWI wetlands impacted for a total 2.3 acres of potential impacts - Around 64% of route occurs within grasslands and could impact areas of potential Dakota skipper habitat
Overall	100	●●●●●○○○○ 6.0	

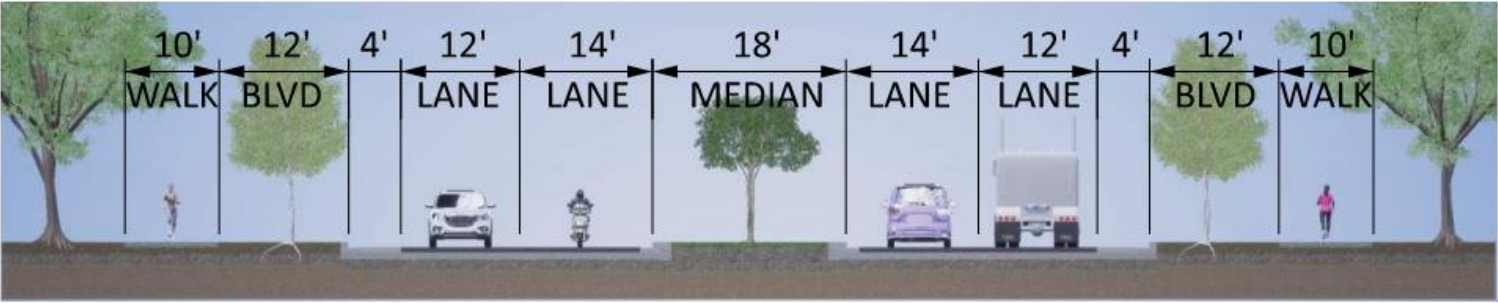


Figure 12. West Segment Alternative 6B

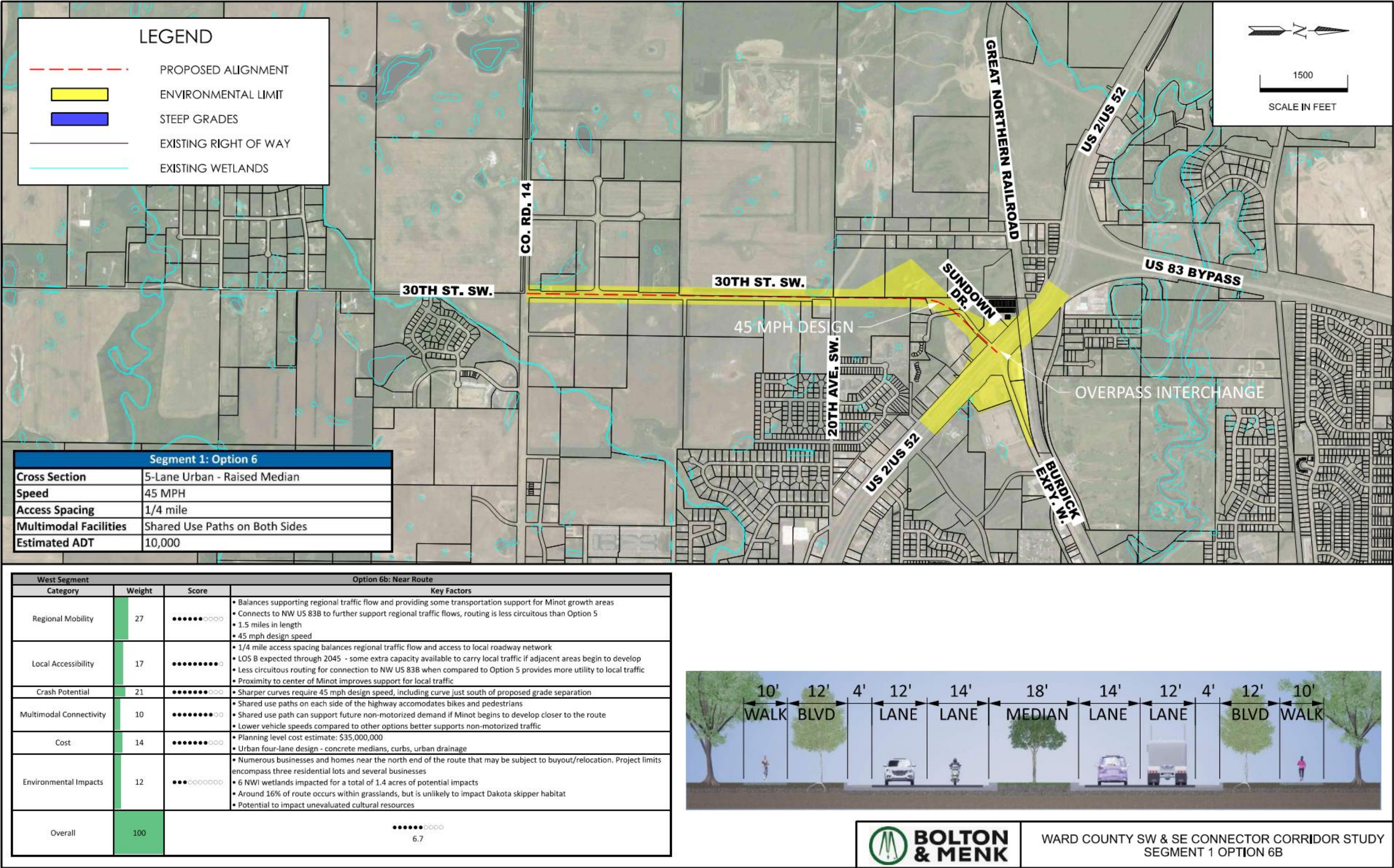
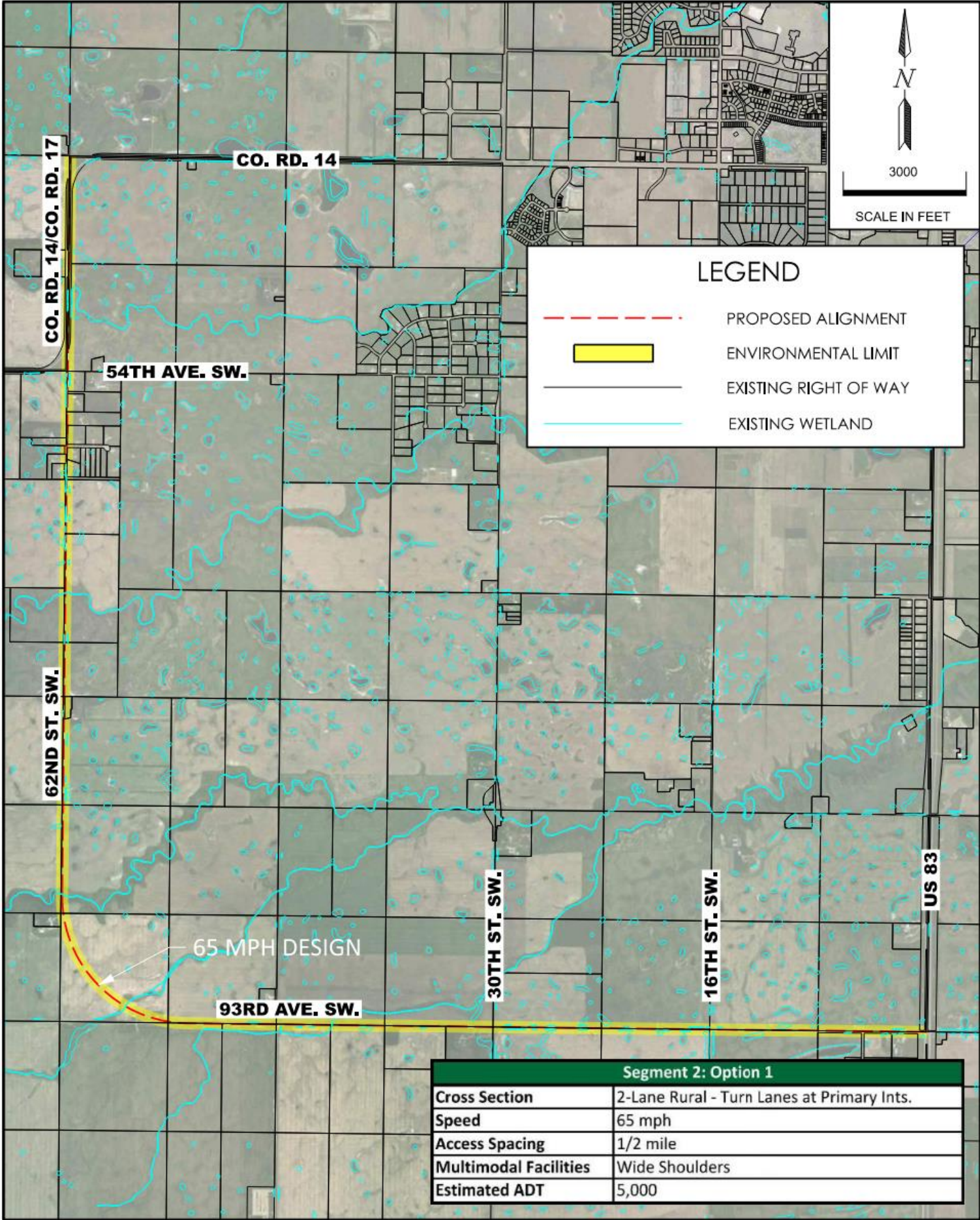




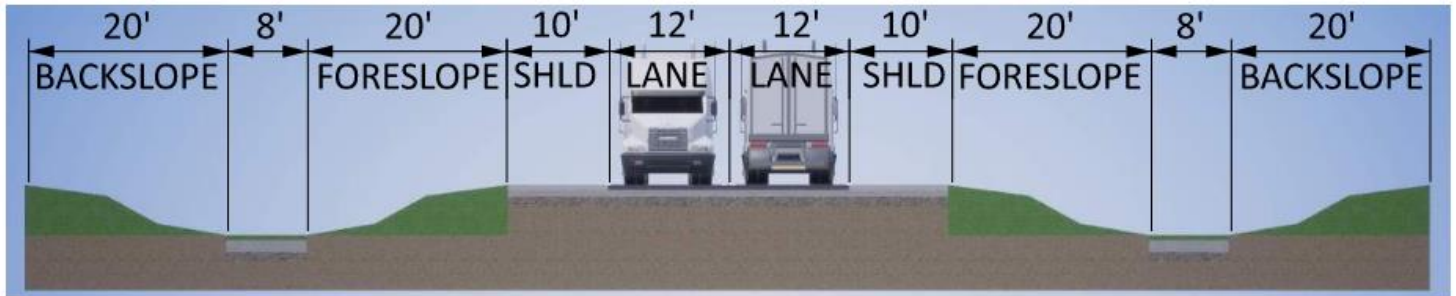
Table 1: West Segment Alternatives Analysis Summary

Metric	1a	1b	2	3	4	5	6a	6b	No Build
Regional Mobility	●●●●●○	●●●●●○	●●●●●●●●	●●●●●●●○	●●●●●●●○	●●●●●●○	●●●●●○	●●●●●○	●●○
Local Accessibility	●●●●●○	●●●●●○	●●●●●○	●●●●●○	●●●●●○	●●●●●○	●●●●●○	●●●●●○	●●○
Crash Potential	●●●●○	●●●●○	○	●●●●○	●●●●○	●●●●○	●●●●○	●●●●○	●●○
Multimodal Connectivity	●○	●○	●○	●●●○	●●●○	●●●○	●●●○	●●●○	○
Cost	●●●●●○	●●●●●○	●●●●○	●●●○	●○	●●○	●○	●○	●●●●●●●●
Environmental Impacts	●●●●●○	●○	○	●●●●○	●●●●○	●○	○	○	●●●●●●●●
Overall	●●●●○	●●●○	●●●○	●●●○	●●●○	●●●○	●●●○	●●●○	●●●○
	5.3	4.8	5.1	6.1	5.7	5.7	6.0	6.7	4.3
Rank	6	8	7	2	5	4	3	1	9

Figure 13: Southwest Segment - Alternative 1

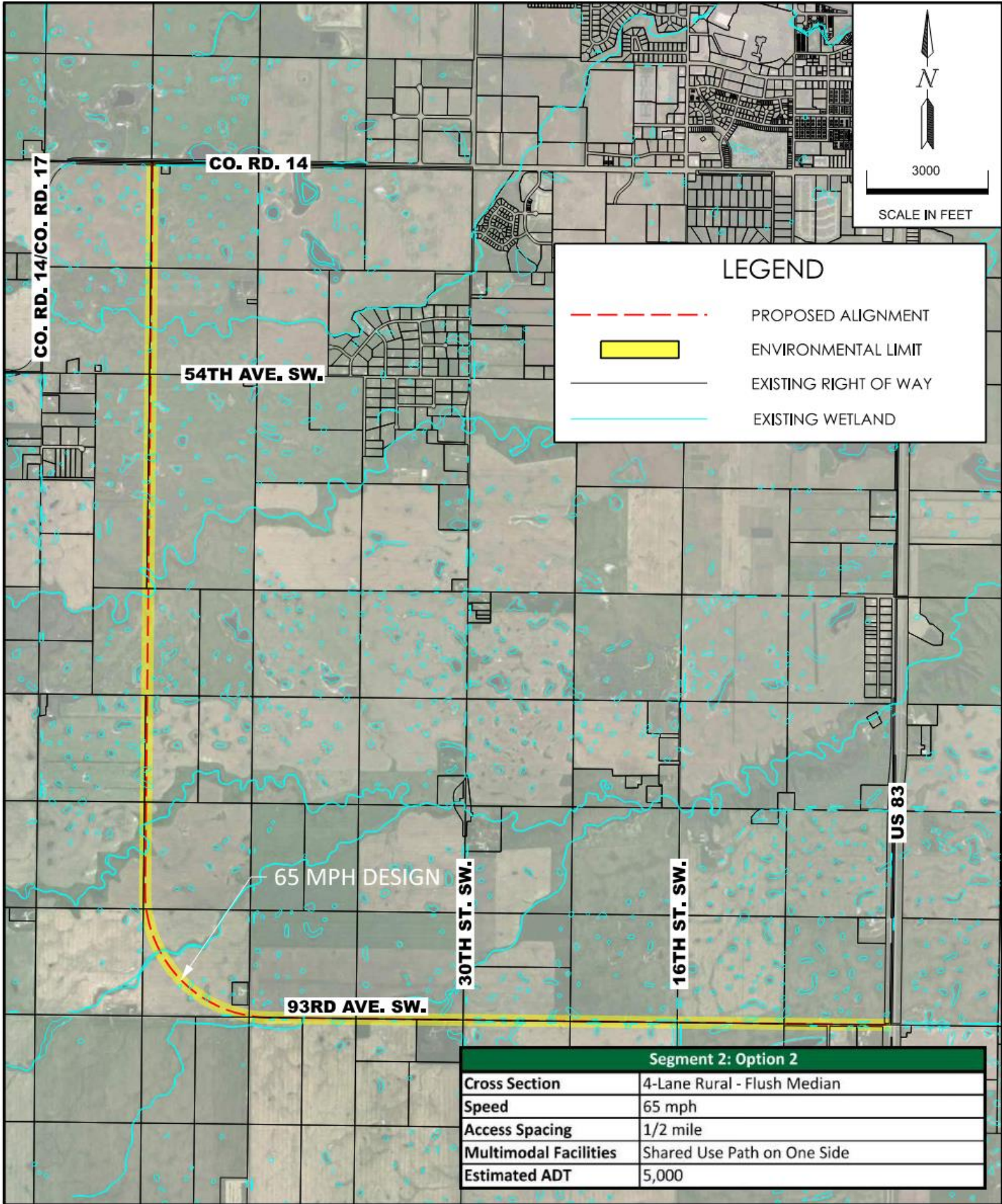


SW Segment		Option 1: Far Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○	- Distance from city center reduces local traffic, prioritizing regional traffic - US 2 West to US 83 South travel times reduced by a range of 10 to 15% in high traffic time periods ; US 83 South to US 2 West travel times reduced by a range of 5 to 20% in high traffic time periods. The higher end of travel time changes applies to PM peak hour conditions - Travel times between US 2 West and US 52 South generally unchanged for both travel directions in PM peak hour 7.3 miles in length 65 mph design speed
Local Accessibility	17	●●●●●○○○	1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network - LOS C expected through 2045 (LOS B if passing lanes are provided) - some extra capacity available to carry local traffic if adjacent areas begin to develop - Re-routing of regional traffic from the core of Minot reduces network-wide delays by around 12% in the PM peak hour - Traffic shifts mitigate deficiencies at urban signals, with all signals operating at LOS C or better
Crash Potential	21	●●●●●○○○	- One 65 mph curve, otherwise generally tangent sections - Delay reduction in urban core of Minot reduces rear-end and angle crash potential - Annual safety benefits are estimated to be around \$800,000 per year under 2045 traffic volumes - Crash history on US 83 between 54th Ave S and US 2 shows crash rates above the critical crash rate, with rear-end and angle crashes being the most represented
Multimodal Connectivity	10	●●○○○○○○○○	- Wide shoulder can carry bike traffic, but no sidewalk/paths for pedestrians - Low non-motorized travel demand due to distance from typical bike/pedestrian generators
Cost	14	●●●●●○○○	- Planning level cost estimate: \$5,000,000 to \$35,000,000 - Most culverts required of any option - Some sections of two-lane configuration reduce estimated cost
Environmental Impacts	12	●●●●●○○○	80 NWI wetlands impacted for a total of 12.1 acres of potential impacts 6% of the route occurs within grassland, but no impacts to Dakota skipper habitat are anticipated - Multiple tributaries of the Souris River would be impacted, although none occur within a mapped floodplain. Additional analysis is required to determine if negative impacts would occur. - Potential to impact 16 acres of USFWS wetland easements
Overall	100	●●●●●○○○ 6.5	

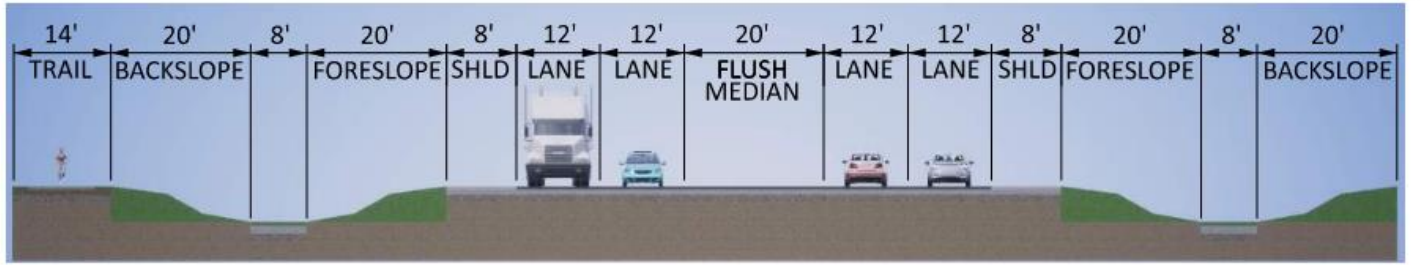


WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 2 OPTION 1

Figure 14: Southwest Segment - Alternative 2A

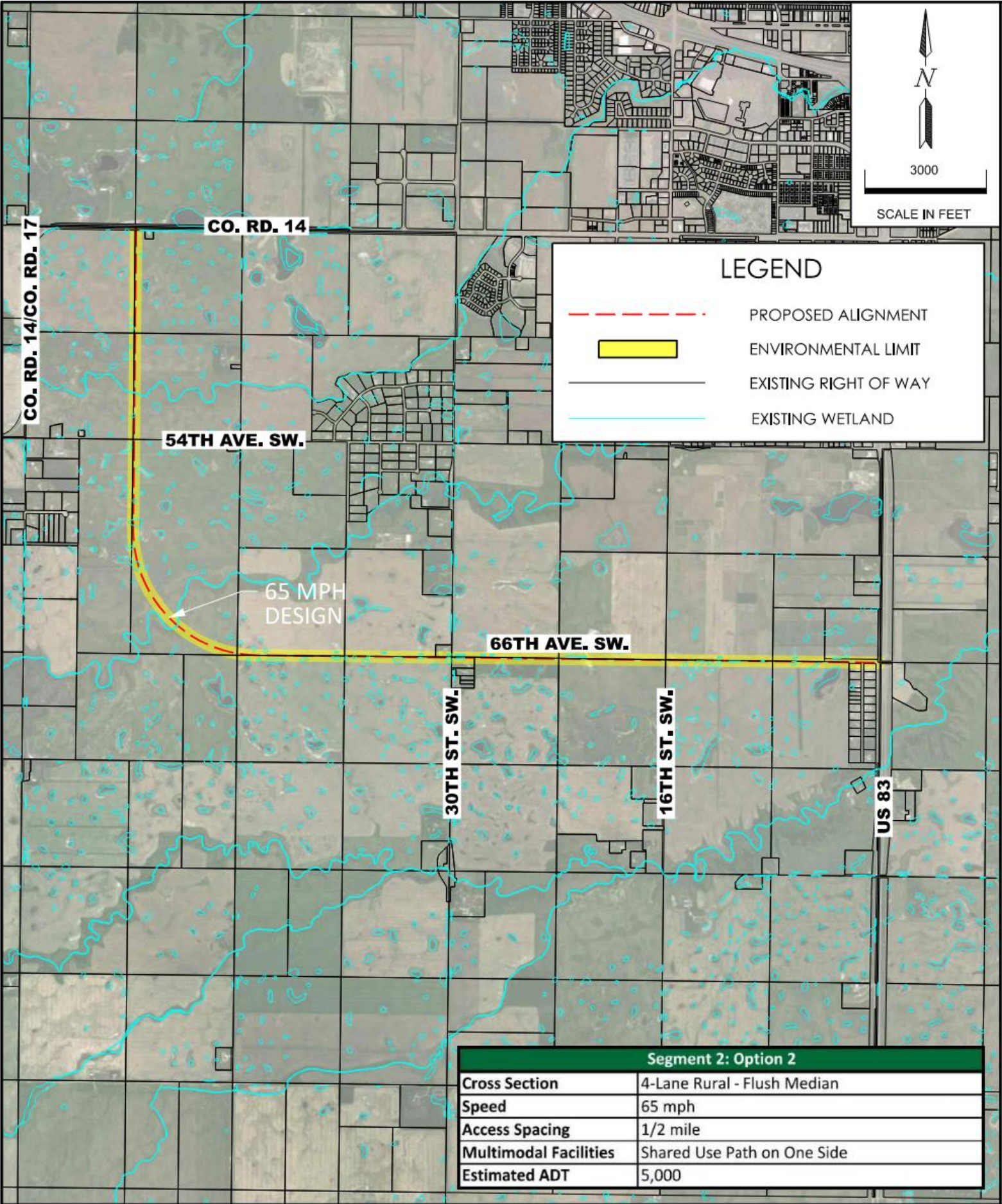


SW Segment		Option 2a: Far Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○	- Distance from city center reduces local traffic, prioritizing regional traffic - US 2 West to US 83 South travel times reduced by a range of 10 to 15% in high traffic time periods ; US 83 South to US 2 West travel times reduced by a range of 5 to 20% in high traffic time periods. The higher end of travel time changes applies to PM peak hour conditions - Travel times between US 2 West and US 52 South generally unchanged for both travel directions in PM peak hour 6.3 miles in length 65 mph design speed
Local Accessibility	17	●●●●●○	1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network - LOS B expected through 2045 - significant extra capacity available to carry local traffic if adjacent areas begin to develop
Crash Potential	21	●●●●●○	- Re-routing of regional traffic from the core of Minot reduces network-wide delays by around 12% in the PM peak hour - Traffic shifts mitigate deficiencies at urban signals, with all signals operating at LOS C or better - One 65 mph curve, otherwise generally tangent sections - Delay reduction in urban core of Minot reduces rear-end and angle crash potential - Annual safety benefits are estimated to be around \$800,000 per year under 2045 traffic volumes - Crash history on US 83 between 54th Ave S and US 2 shows crash rates above the critical crash rate, with rear-end and angle crashes being the most represented
Multimodal Connectivity	10	●●○●●○●○	- Shared use path on one side of the highway accommodates bikes and pedestrians - Shared use path can support future non-motorized demand if Minot begins to develop closer to the route
Cost	14	●●●●●○	- Planning level cost estimate: \$50,000,000 - North/south segment would be new construction
Environmental Impacts	12	●●●●●○	77 NWI wetlands impacted for a total of 14 acres of potential impacts 6 percent of the route occurs within grassland, but no impacts to Dakota skipper habitat are anticipated - Multiple tributaries of the Souris River would be impacted, although none occur within a mapped floodplain. Additional analysis is required to determine if negative impacts would occur. - Potential to impact 25 of USFWS wetland easements 23 percent of the route occurs in grasslands, but no impacts to Dakota skipper habitat are anticipated
Overall	100	●●●●●○	5.8



WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 2 OPTION 2A

Figure 15: Southwest Segment - Alternative 2B



SW Segment		Option 2b: Mid Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○	- E/W Segment is closer to urban area, increasing potential for local traffic - US 2 West to US 83 South travel times reduced by a range of 10 to 15% in high traffic time periods ; US 83 South to US 2 West travel times reduced by a range of 5 to 20% in high traffic time periods. The higher end of travel time changes applies to PM peak hour conditions - Travel times between US 2 West and US 52 South generally unchanged for both travel directions in PM peak hour 5.3 miles in length 65 mph design speed
Local Accessibility	17	●●●●●○○○	1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network - LOS B expected through 2045 - significant extra capacity available to carry local traffic if adjacent areas begin to develop - Re-routing of regional traffic from the core of Minot reduces network-wide delays by around 18% in the PM peak hour - Traffic shifts mitigate deficiencies at urban signals, with all signals operating at LOS C or better
Crash Potential	21	●●●●●○○○	- One 65 mph curve, otherwise generally tangent sections - Delay reduction in urban core of Minot reduces rear-end and angle crash potential - Annual safety benefits are estimated to be around \$1,250,000 per year under 2045 traffic volumes - Crash history on US 83 between 54th Ave S and US 2 shows crash rates above the critical crash rate, with rear-end and angle crashes being the most represented
Multimodal Connectivity	10	●●●●○○○○○	- Shared use path on one side of the highway accommodates bikes and pedestrians - Shared use path can support future non-motorized demand if Minot begins to develop closer to the route
Cost	14	●●●●○○○○○	- Planning level cost estimate: \$55,000,000 - North/south segment would be new construction
Environmental Impacts	12	●●●●●○○○	64 NWI wetlands impacted for a total of 10.1 acres of potential impacts, depending on final alignment 6 percent of the route occurs within grassland, but no impacts to Dakota skipper habitat are anticipated - Multiple tributaries of the Souris River would be impacted, although none occur within a mapped floodplain. Additional analysis is required to determine if negative impacts would occur. - Potential to impact 27 acres of USFWS wetland easements 27 percent of the route occurs in grasslands, but no impacts to Dakota skipper habitat are anticipated
Overall	100	●●●●●○○○	6.0

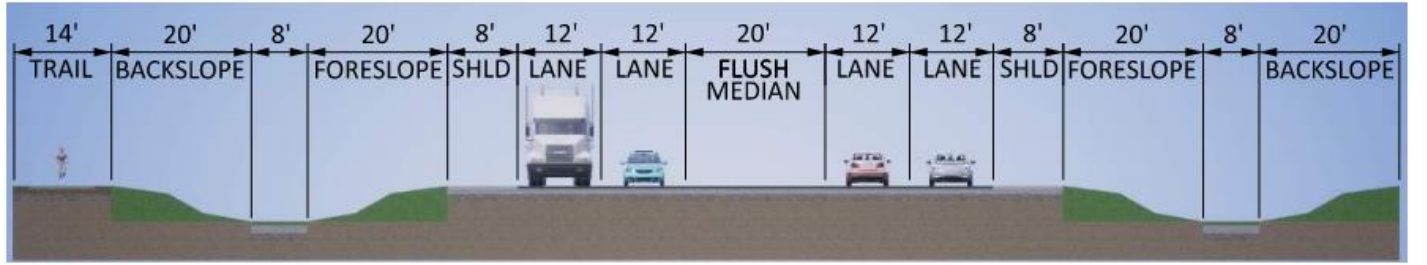
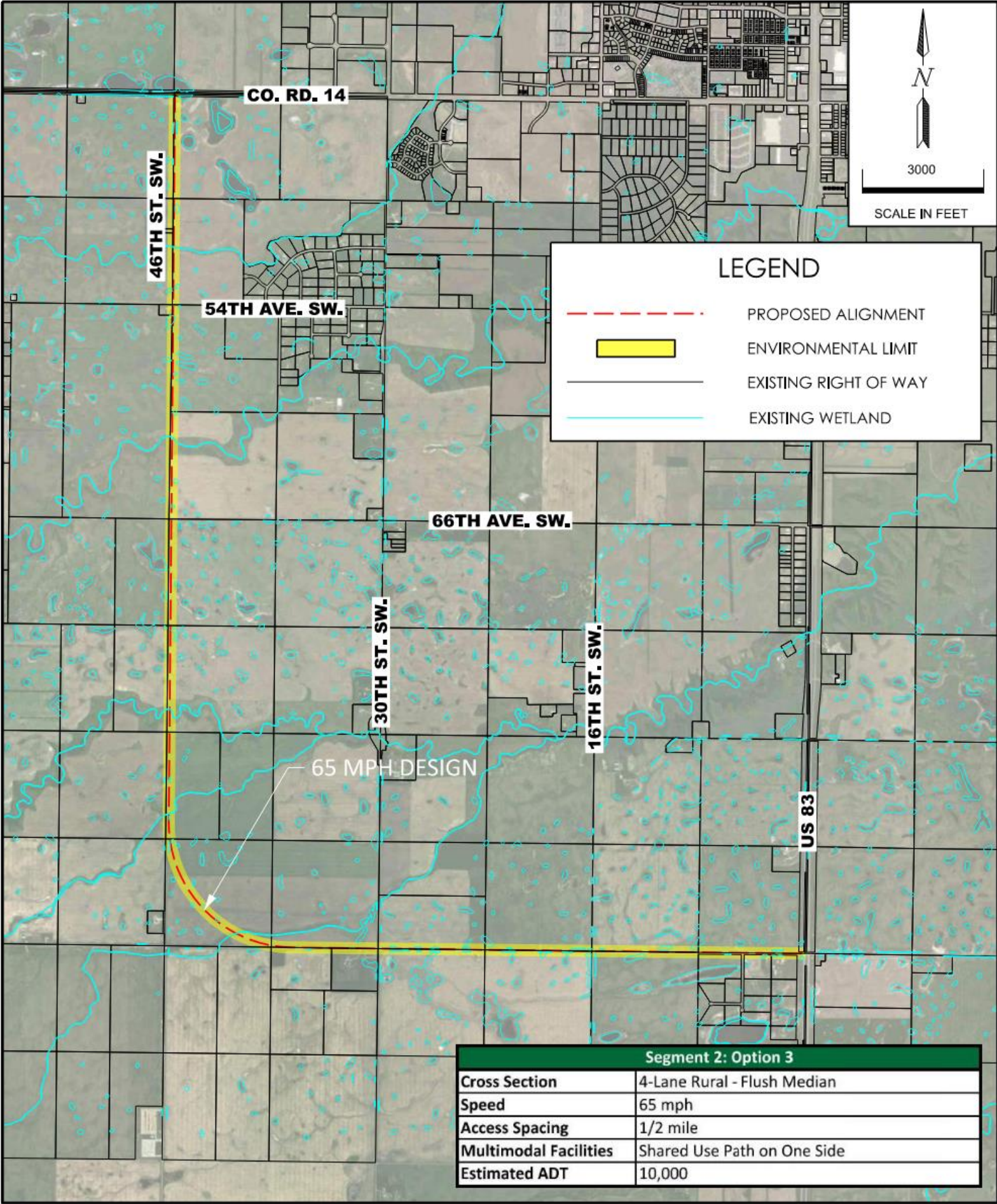
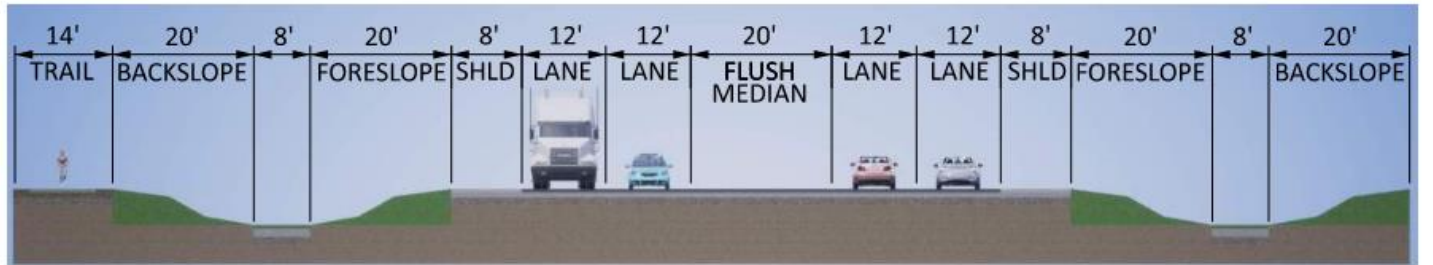


Figure 16: Southwest Segment - Alternative 3A

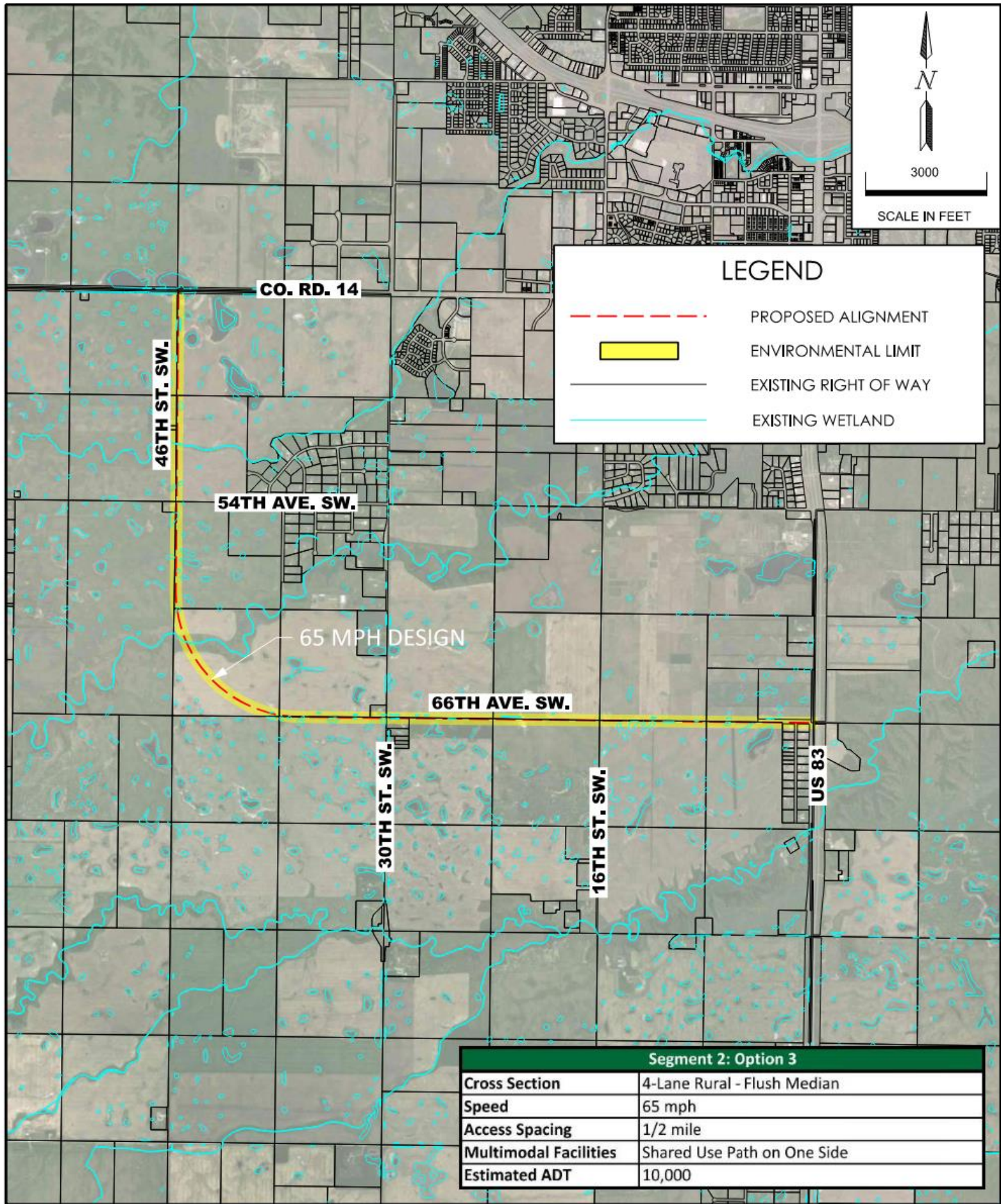


SW Segment		Option 3a: Far Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○	- US 2 West to US 83 South travel times reduced by a range of 5 to 15% in high traffic time periods ; US 83 South to US 2 West travel times reduced by a range of 15 to 25% in high traffic time periods. The higher end of travel time changes applies to PM peak hour conditions 6.7 miles in length 65 mph Design Speed
Local Accessibility	17	●●●●●○○○	1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network - LOS B expected through 2045 - some extra capacity available to carry local traffic if adjacent areas begin to develop - Re-routing of regional traffic from the core of Minot reduces network-wide delays by around 18% in the PM peak hour - Traffic shifts mitigate deficiencies at urban signals, with all signals operating at LOS C or better
Crash Potential	21	●●●●●○○○	- One 65 mph curve, otherwise generally tangent sections - Delay reduction in urban core of Minot reduces rear-end and angle crash potential - Annual safety benefits are estimated to be around \$1,250,000 per year under 2045 traffic volumes - Crash history on US 83 between 54th Ave S and US 2 shows crash rates above the critical crash rate, with rear-end and angle crashes being the most represented
Multimodal Connectivity	10	●●●●○○○○○	- Shared use path on one side of the highway accommodates bikes and pedestrians - Shared use path can support future non-motorized demand if Minot begins to develop closer to the route
Cost	14	●●●●○○○○○	Planning level cost estimate: \$45,000,000
Environmental Impacts	12	●●●●○○○○○	80 NWI wetlands impacted for a total 11.7 acres of potential impacts 16% of the route occurs within grassland, but no impacts to Dakota skipper habitat are anticipated - Impacts multiple tributaries of the Souris River. Additional analysis is required to determine if negative impacts would occur. - Potential to impact 7 acres of USFWS wetland easements - Potential to impact unevaluated cultural resources
Overall	100	●●●●●○○○ 7.0	

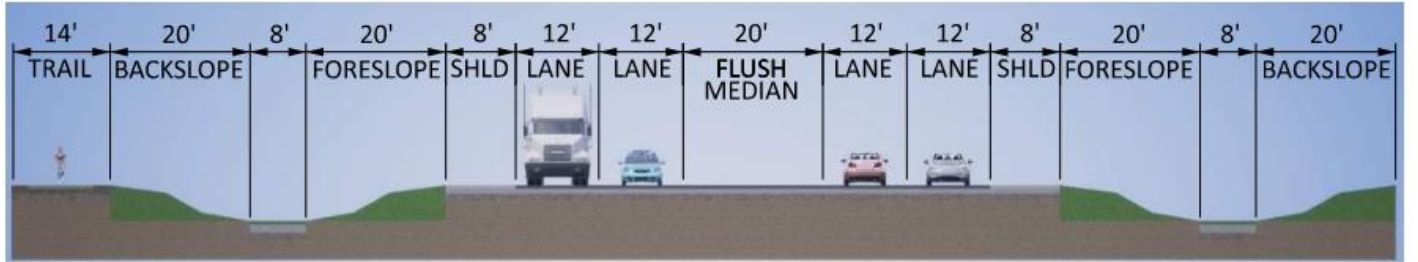


WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 2 OPTION 3A

Figure 17: Southwest Segment - Alternative 3B

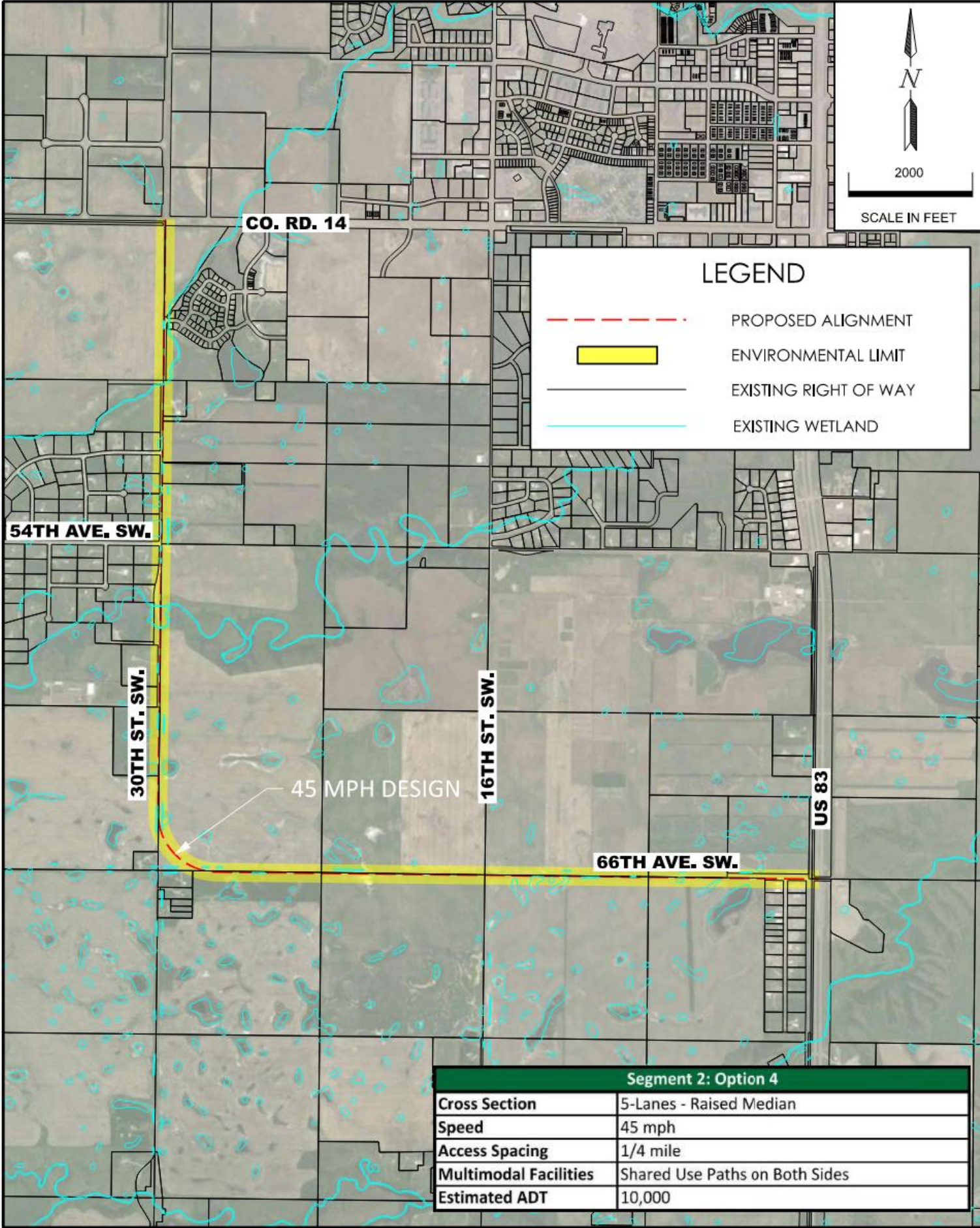


SW Segment			Option 3b: Mid Route
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○	• Closer proximity to city center will add more local traffic as Minot grows • US 2 West to US 83 South travel times reduced by a range of 5 to 15% in high traffic time periods ; US 83 South to US 2 West travel times reduced by a range of 15 to 25% in high traffic time periods. The higher end of travel time changes applies to PM peak hour conditions • 4.7 miles in length • 65 mph Design Speed
Local Accessibility	17	●●●●●○○○	• 1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network • LOS B expected through 2045 - some extra capacity available to carry local traffic if adjacent areas begin to develop • Re-routing of regional traffic from the core of Minot reduces network-wide delays by around 25% in the PM peak hour • Traffic shifts mitigate deficiencies at urban signals, with all signals operating at LOS C or better
Crash Potential	21	●●●●●○○○	• One 65 mph curve, otherwise generally tangent sections • Delay reduction in urban core of Minot reduces rear-end and angle crash potential - Annual safety benefits are estimated to be around \$1,750,000 per year under 2045 traffic volumes • Crash history on US 83 between 54th Ave S and US 2 shows crash rates above the critical crash rate, with rear-end and angle crashes being the most represented
Multimodal Connectivity	10	●●●●●○○○	• Shared use path on one side of the highway accommodates bikes and pedestrians • Shared use path can support future non-motorized demand if Minot begins to develop closer to the route
Cost	14	●●●●●○○○	• Planning level cost estimate: \$55,000,000
Environmental Impacts	12	●●●●●○○○	• 57 NWI wetlands impacted for a total of 8.6 acres of potential impacts • 11% of the route occurs within grassland, but no impacts to Dakota skipper habitat are anticipated • Impacts one tributary of the Souris River. Additional analysis is required to determine if negative impacts would occur. • Potential to impact unevaluated cultural resources
Overall	100	●●●●●○○○ 7.1	

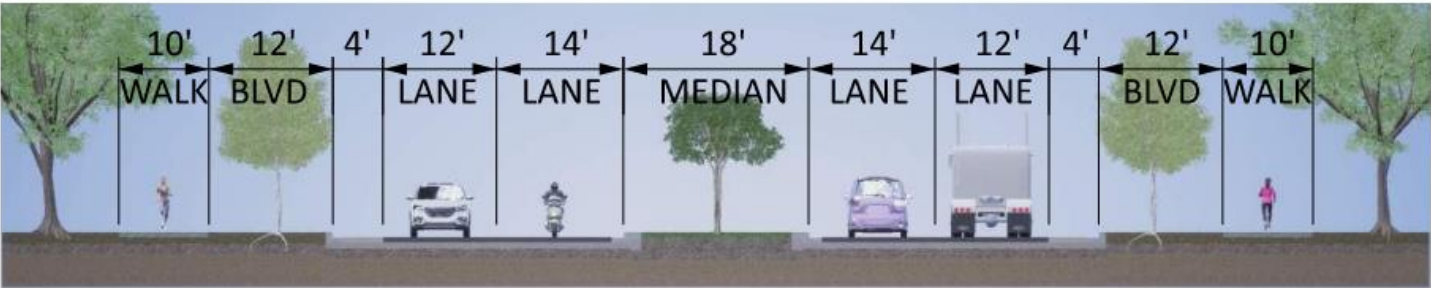


WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 2 OPTION 3B

Figure 18: Southwest Segment - Alternative 4

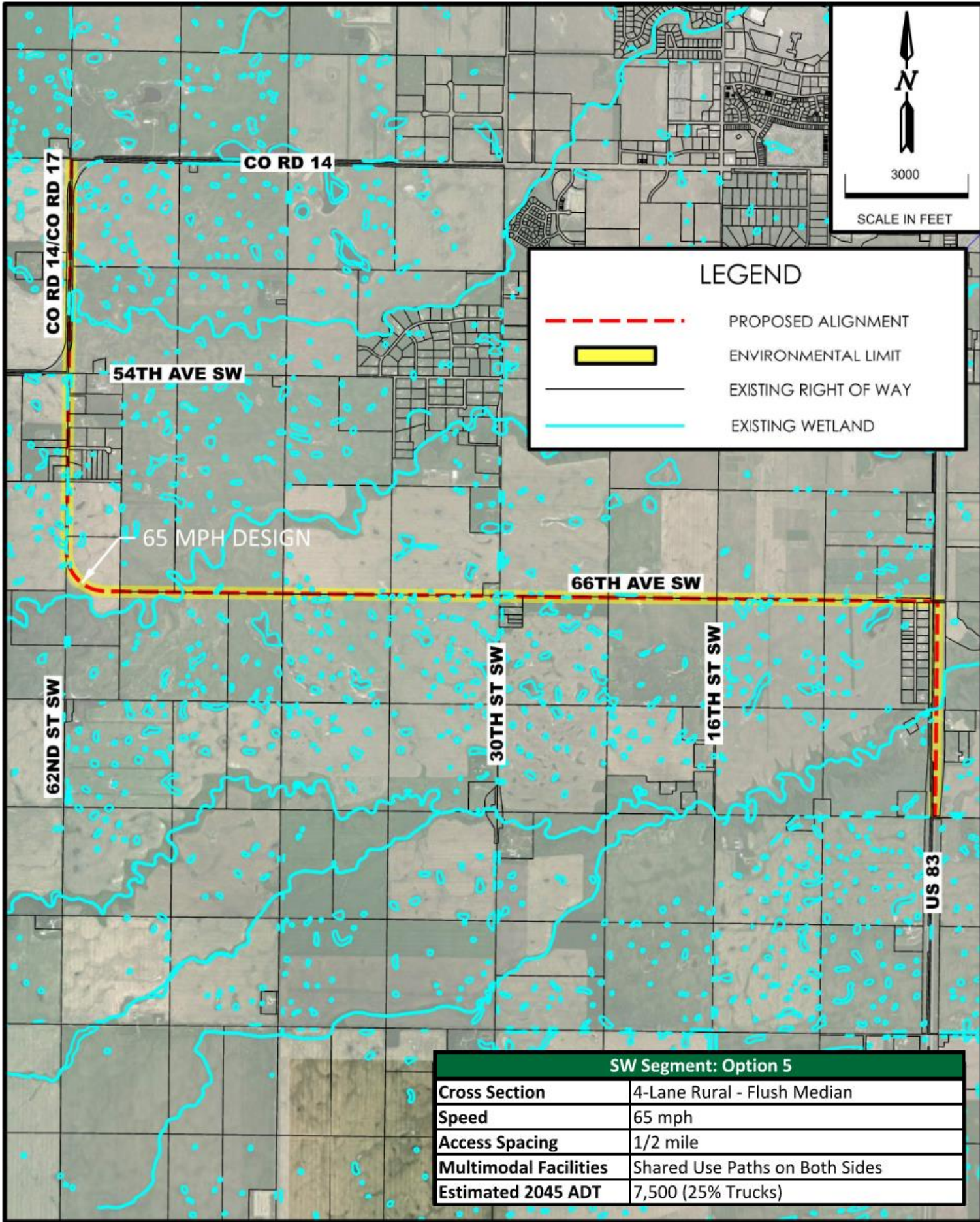


SW Segment		Option 4: Near Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○	• Closer proximity to city center will add more local traffic as Minot grows • US 2 West to US 83 South travel times reduced by a range of 5 to 15% in high traffic time periods ; US 83 South to US 2 West travel times reduced by a range of 15 to 25% in high traffic time periods. The higher end of travel time changes applies to PM peak hour conditions
Local Accessibility	17	●●●●●●●○	• 1/4 mile access spacing balances regional traffic flow and access to local roadway network • LOS B expected through 2045 - some extra capacity available to carry local traffic if adjacent areas begin to develop • Re-routing of regional traffic from the core of Minot reduces network-wide delays by around 25% in the PM peak hour (5% reduction in AM peak hour) • Traffic shifts mitigate deficiencies at urban signals, with all signals operating at LOS C or better
Crash Potential	21	●●●●●●●○	• One 65 mph curve, otherwise generally tangent sections • Delay reduction in urban core of Minot reduces rear-end and angle crash potential - Annual safety benefits are estimated to be around \$1,750,000 per year under 2045 traffic volumes • Crash history on US 83 between 54th Ave S and US 2 shows crash rates above the critical crash rate, with rear-end and angle crashes being the most represented
Multimodal Connectivity	10	●●●●●●○○	• Shared use paths on each side of the highway accommodates bikes and pedestrians • Shared use path can support future non-motorized demand if Minot begins to develop closer to the route
Cost	14	●●●●●○○○	• Planning level cost estimate: \$45,000,000
Environmental Impacts	12	●●●●●○○○	• 42 NWI wetlands impacted for a total of 7.9 acres of potential impacts • 7 percent of the route occurs within grassland, but no impacts to Dakota skipper habitat are anticipated • Requires small amount of ROW acquisition from NDSU Research Extension
Overall	100	●●●●●○○○ 7.5	

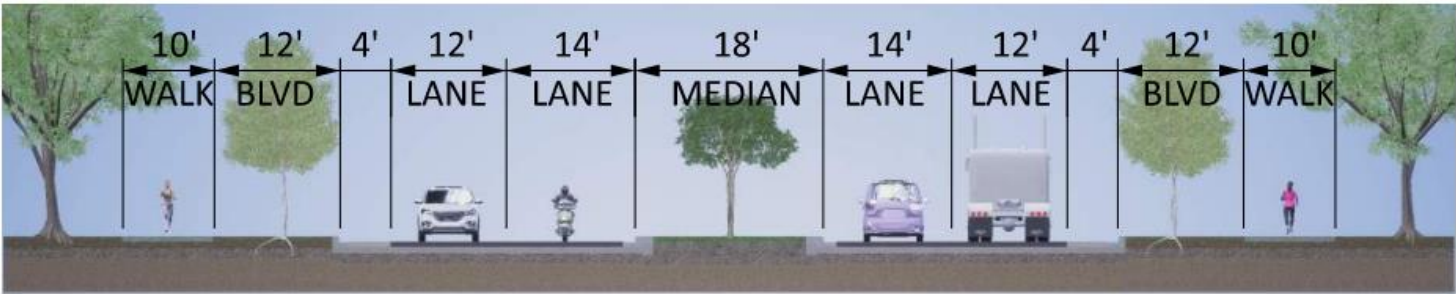


WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 2 OPTION 4

Figure 19: Southwest Segment - Alternative 5



SW Segment		Option 5: Mid Route	
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○	• US 2 West to US 83 South travel times reduced by a range of 5 to 15% in high traffic time periods ; US 83 South to US 2 West travel times reduced by a range of 15 to 25% in high traffic time periods. The higher end of travel time changes applies to PM peak hour conditions • 5.9 miles in length • 65 mph Design Speed
Local Accessibility	17	●●●●●○	• 1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network • LOS B expected through 2045 - some extra capacity available to carry local traffic if adjacent areas begin to develop • Re-routing of regional traffic from the core of Minot reduces network-wide delays by around 18% in the PM peak hour • Traffic shifts mitigate deficiencies at urban signals, with all signals operating at LOS C or better
Crash Potential	21	●●●●●○	• One 65 mph curve, otherwise generally tangent sections • Delay reduction in urban core of Minot reduces rear-end and angle crash potential - Annual safety benefits are estimated to be around \$1,250,000 per year under 2045 traffic volumes • Crash history on US 83 between 54th Ave S and US 2 shows crash rates above the critical crash rate, with rear-end and angle crashes being the most represented
Multimodal Connectivity	10	●●●●●○	• Shared use path on both sides of the highway accommodates bikes and pedestrians • Shared use path can support future non-motorized demand if Minot begins to develop closer to the route
Cost	14	●●●●●○	• Planning level cost estimate: \$78,000,000
Environmental Impacts	12	●●●●●○	• 42 NWI wetlands impacted for approximately 8-10 acres of potential impacts • 7% of the route occurs within grassland, but no impacts to Dakota skipper habitat are anticipated • Multiple tributaries of the Souris River would be impacted, although none occur within a mapped floodplain. Additional analysis is required to determine if negative impacts would occur. • Requires small amount of ROW acquisition from NDSU Research Extension
Overall	100	●●●●●○ 7.5	



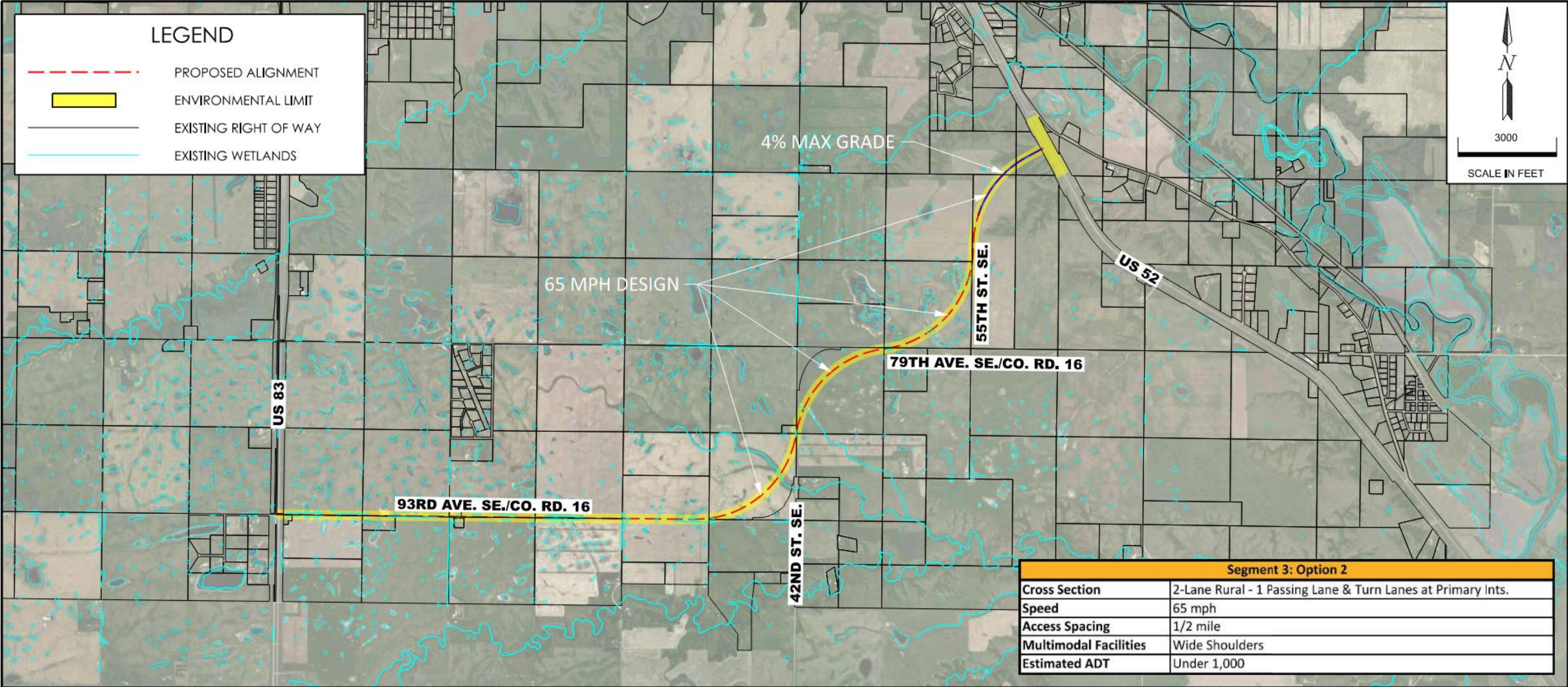
WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 2 OPTION 5



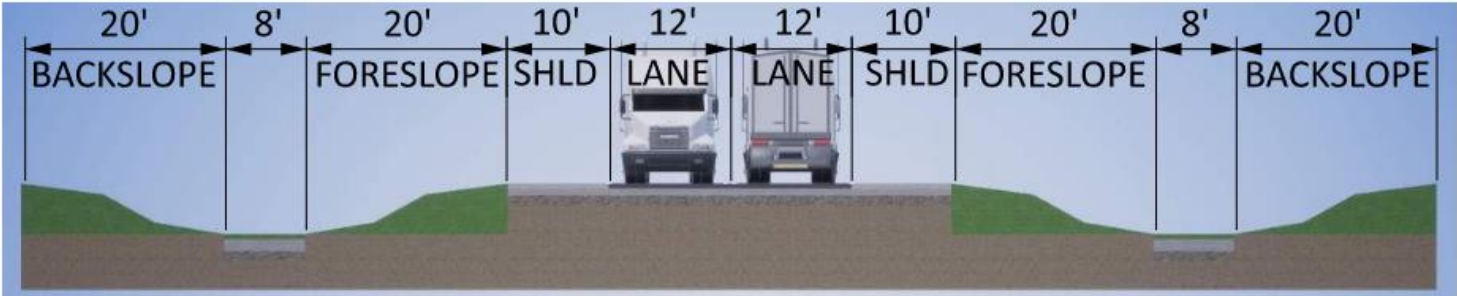
Table 2: Southwest Segment Alternatives Analysis Summary

Metric	1	2a	2b	3a	3b	4	5	No Build
Regional Mobility	●●●●●●○○○	●●●●●●○○○	●●●●●○○○○	●●●●●●●○○	●●●●●●○○○	●●●●●●○○○	●●●●●●●○○	●●○○○○○○○○○
Local Accessibility	●●●●●●○○○	●●●●●●○○○	●●●●●●●○○	●●●●●●●○○	●●●●●●●○○	●●●●●●●○○	●●●●●●●○○	●●●○○○○○○○
Crash Potential	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●●●○○	●●●●●●●○○	●●●●●●●○○	●●●●●●●○○	●●●○○○○○○○
Multimodal Connectivity	●●○○○○○○○○○	●●○○○○○○○○○	●●●●○○○○○○○	●●●●○○○○○○○	●●●●●○○○○○	●●●●●●●○○	●●●●○○○○○○○	●○○○○○○○○○
Cost	●●●●●●●○○	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●●●●●
Environmental Impacts	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●○○○○	●●●●●●●●●
Overall	●●●●●○○○○ 6.5	●●●●●○○○○ 5.8	●●●●●○○○○ 6.0	●●●●●○○○○ 7.0	●●●●●○○○○ 7.1	●●●●●○○○○ 7.5	●●●●●○○○○ 7.0	●●●●○○○○○ 4.3
Rank	5	7	6	4	2	1	3	9

Figure 21: Southeast Segment - Alternative 2

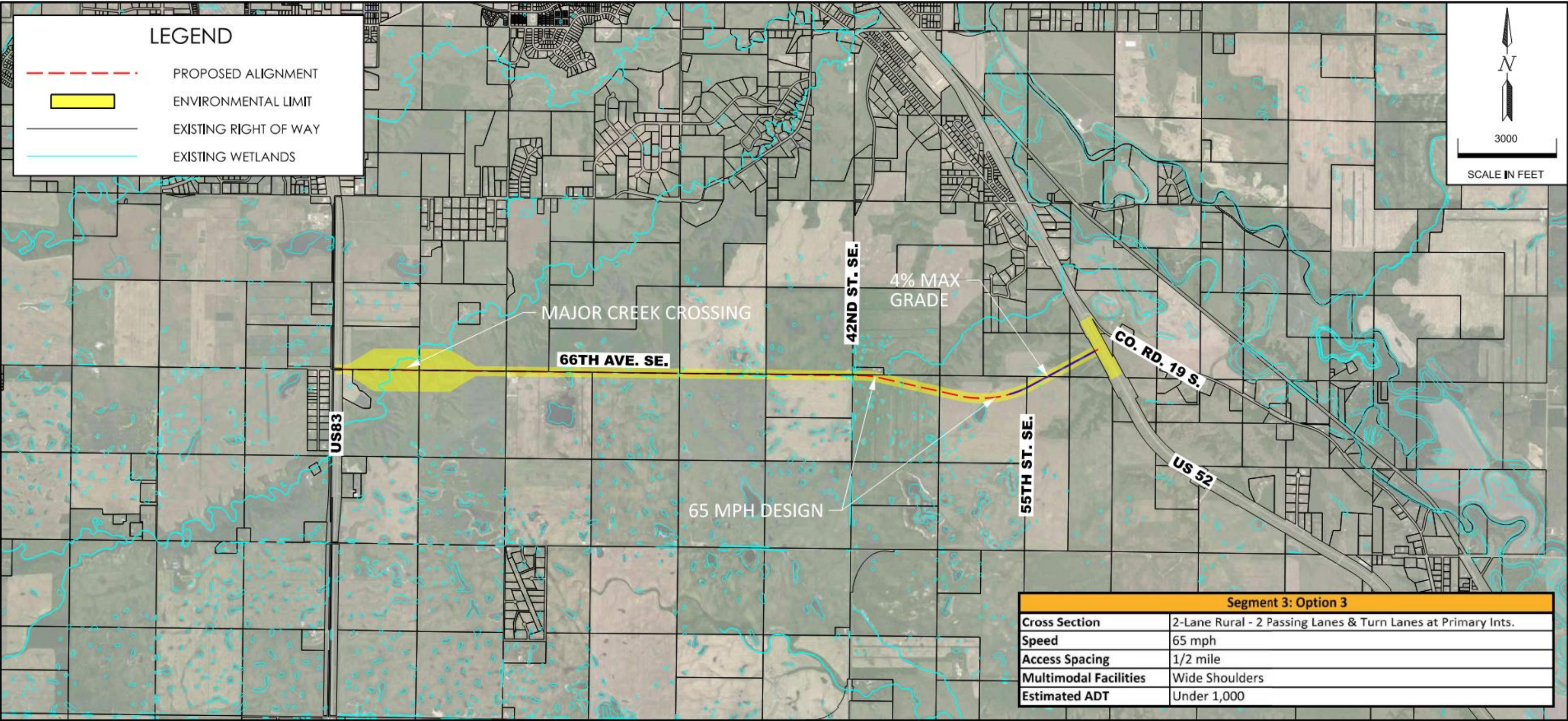


SE Segment Category	Weight	Score	Option 2: Far Route Key Factors
Regional Mobility	27	●●●●●●●●	- Distance from city center reduces local traffic, prioritizing regional traffic - SE connection serves low volume origin-destination pairs, lowering its utility compared to a SW connection 6.4 miles in length 65 mph design speed
Local Accessibility	17	●●●●●●●●	1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network - LOS A expected through 2045 - significant extra capacity available to carry local traffic if adjacent areas begin to develop
Crash Potential	21	●●●●●●●●	- Three 65 mph reverse curves, which is suboptimal design 4% maximum grade for 1/2 mile - Single vehicle crashes are common around Minot on similar roadways with combined horizontal and vertical curvature
Multimodal Connectivity	10	●●●●●●●●	- Wide shoulder can carry bike traffic, but no sidewalk/paths for pedestrians - Low non-motorized travel demand due to distance from typical bike/pedestrian generators
Cost	14	●●●●●●●●	- Planning level cost estimate: \$40,000,000 - \$50,000,000 - Significant cut sections
Environmental Impacts	12	●●●●●●●●	71 NWI wetlands impacted for a total of 12.6 acres of potential impacts 11 percent of the route occurs within grassland, but no impacts to Dakota skipper habitat are anticipated - Potential to impact 5 acres of USFWS wetland easements - Potential to impact unevaluated cultural resources
Overall	100	●●●●●●●● 5.4	

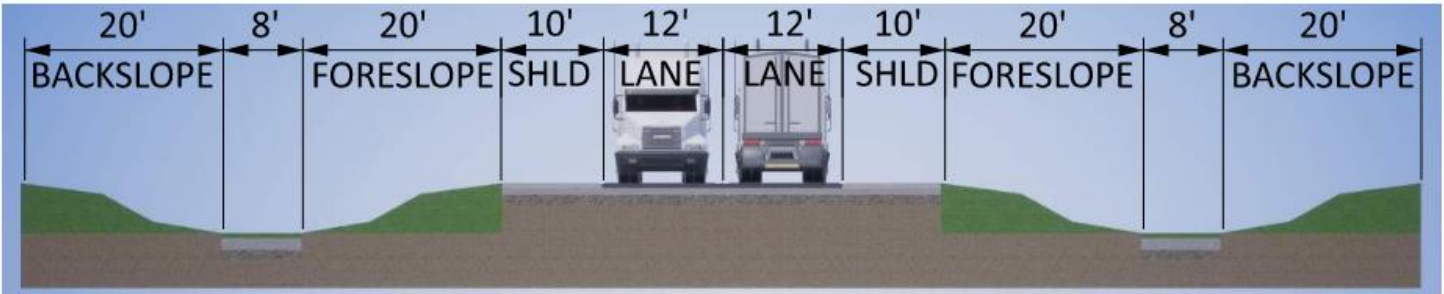


WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 3 OPTION 2

Figure 22: Southeast Segment - Alternative 3



Segment 3			
Option 3: Inner Alignment			
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○○○	• Emphasizes regional traffic rather than supporting transportation in growth areas of Minot • SE connection serves low volume origin-destination pairs, lowering its utility compared to a SW connection • 6 miles in length • 65 mph design speed
Local Accessibility	17	●●○○○○○○○○○	• 1/2 mile access spacing emphasizes traffic flow rather than access to local roadway network • LOS A expected through 2045 - significant extra capacity available to carry local traffic if adjacent areas begin to develop
Crash Potential	21	●●●●●●○○○	• 4% maximum grade for 1/2 mile
Multimodal Connectivity	10	●●○○○○○○○○○	• Wide shoulder can carry bike traffic, but no sidewalk/paths for pedestrians • Low non-motorized travel demand due to distance from typical bike/pedestrian generators
Cost	14	●●●○○○○○○○	• Planning level cost estimate: \$71,000,000 • Alignment travels through ravine
Environmental Impacts	12	●●●●●○○○○○	• 21 NWI wetlands impacted for a total of 4.4 acres acres of potential impacts • 39 percent of the route occurs within grassland and could impact potential Dakota skipper habitat • Potential to impact 18 acres of USFWS wetland easements • Potential to impact unevaluated cultural resources
Overall	100	●●●●●○○○○○	



WARD COUNTY SW & SE CONNECTOR CORRIDOR STUDY
SEGMENT 3 OPTION 3

Figure 23: Southeast Segment - Alternative 4

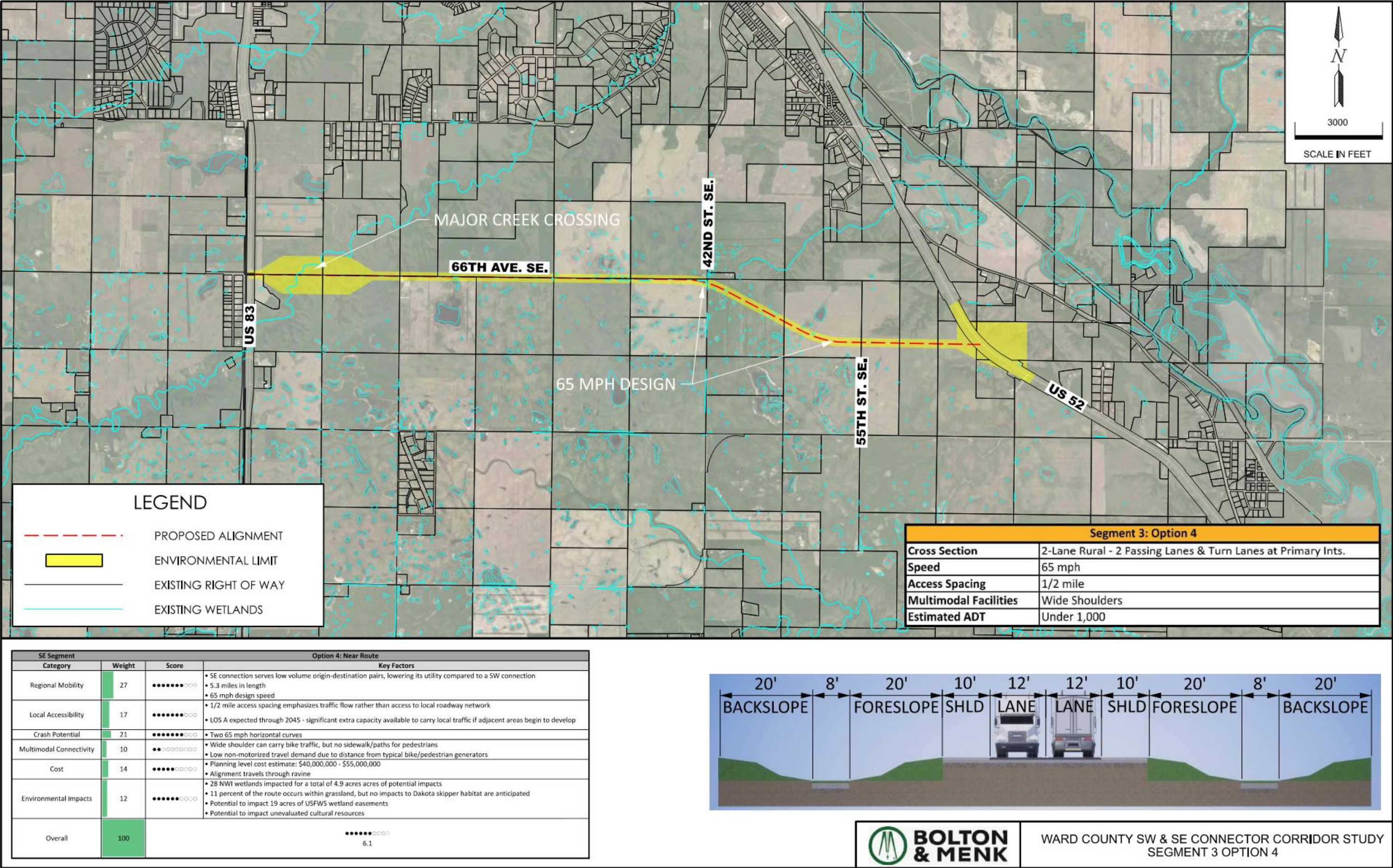




Table 3: Southeast Segment Alternatives Analysis Summary

Metric	1	2	3	4	5	No Build
Regional Mobility	●●●●●●●●○○	●●●●●●●●○○	●●●●●○○○○○	●●●●●●●○○○	●●●●●●●○○○	●●○○○○○○○○
Local Accessibility	●●●●●○○○○○	●●●●●○○○○○	●●●●●●●○○○	●●●●●●●○○○	●●●●●●●○○○	●●●○○○○○○○
Crash Potential	●●●●○○○○○○	●●○○○○○○○○	●●●●●●●○○○	●●●●●●●○○○	●●●●●●●○○○	●●●○○○○○○○
Multimodal Connectivity	●●○○○○○○○○	●●○○○○○○○○	●●○○○○○○○○	●●○○○○○○○○	●●○○○○○○○○	●○○○○○○○○○
Cost	●●●●●●●●○○	●●●●●○○○○○	●●●○○○○○○○	●●●●●○○○○○	●●●●●○○○○○	●●●●●●●●●●
Environmental Impacts	●●●●●●●○○○	●●●●●●○○○○	●●●●●○○○○○	●●●●●○○○○○	●●●●●●○○○○	●●●●●●●●●●
Overall	●●●●●●○○○○ 6.1	●●●●●○○○○○ 5.4	●●●●●○○○○○ 5.4	●●●●●○○○○○ 6.1	●●●●●○○○○○ 6.1	●●●●○○○○○○○ 4.3
Rank	1	5	4	2	2	6



IV. Intersection Alternatives

Intersection alternatives were developed for locations that will serve as key connection points between the proposed connector route and the existing US highway system in the Minot area. These connection points are:

- **Connection with US 2 west of Minot.** Four intersection alternatives were developed. Specific details related to each of these alternatives are shown in **Figure 25** through **Figure 28**.
- **Connection with US 83 south of Minot.** Four intersection alternatives were developed. Specific details related to each of these alternatives are shown in **Figure 29** through **Figure 32**.
- **Connection with US 52 southeast of Minot.** Four intersection alternatives were developed. Specific details related to each of these alternatives are shown in **Figure 33** through **Figure 36**.
- **Intersections of CR 14/17 (North and South Intersections) with Connector Route.** Two intersection alternatives were developed for each intersection. Specific details related to each of these alternatives are shown in **Figure 37** through **Figure 40**.

INTERSECTION ALTERNATIVE COMPATIBILITY WITH ROUTE ALIGNMENT ALTERNATIVES

Given the different traffic patterns that are associated with different route alignment alternatives (i.e. routes closer to Minot or further away from Minot), specific intersection alternatives are

assumed to be most compatible with specific route alternatives. For example, an intersection alternative for the connection at west US 2 may be compatible with a Far Route alignment concept, but less compatible with a Near Route alignment concept.

Intersection alternative summary sheets provided in **Figure 25** through **Figure 40** indicate which route alignment concepts are assumed in intersection alternatives analysis results.

INTERSECTION ALTERNATIVES ANALYSIS RESULTS

Results from alternatives analysis for key intersections are shown in **Figure 25** through **Figure 40**. These figures show concept layouts to illustrate intersection designs and have information related to how each alternative performs related to the key performance/evaluation criteria.

Connection to West US 2 Intersection Alternatives

The four intersection alternatives for a connection to US 2 are presented in **Figure 25** through **Figure 28**. A summary of the performance of all intersection alternatives for this location is provided in **Table 4**.

Connection to South US 83 Intersection Alternatives

The four intersection alternatives for a connection to US 83 are presented in **Figure 29** through **Figure 32**. A summary of the performance of all intersection alternatives for this location is provided in **Table 5**.



Connection to Southeast US 52 Intersection Alternatives

The four intersection alternatives for a connection to US 52 are presented in **Figure 33** through **Figure 36**. A summary of the performance of all intersection alternatives for this location is provided in **Table 6**.

CR 14/17 Intersection Alternatives

The four CR 14/17 alternatives are presented in **Figure 37** through **Figure 40**. A summary of the performance of all West Segment alternatives is provided in **Table 7**.

Figure 25: US 2 Intersection Alternative 1

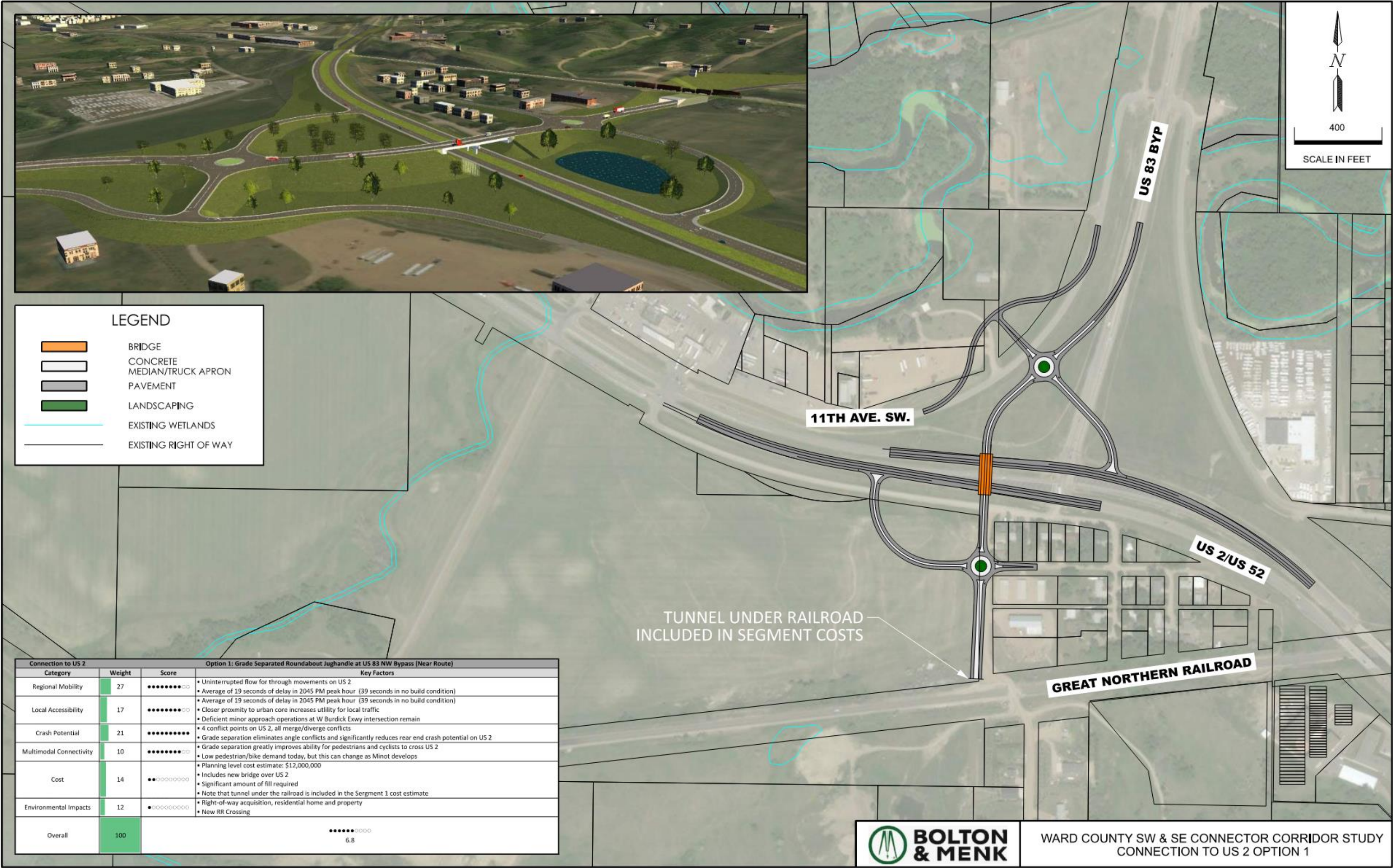


Figure 26: US 2 Intersection Alternative 2



Figure 27: US 2 Intersection Alternative 3

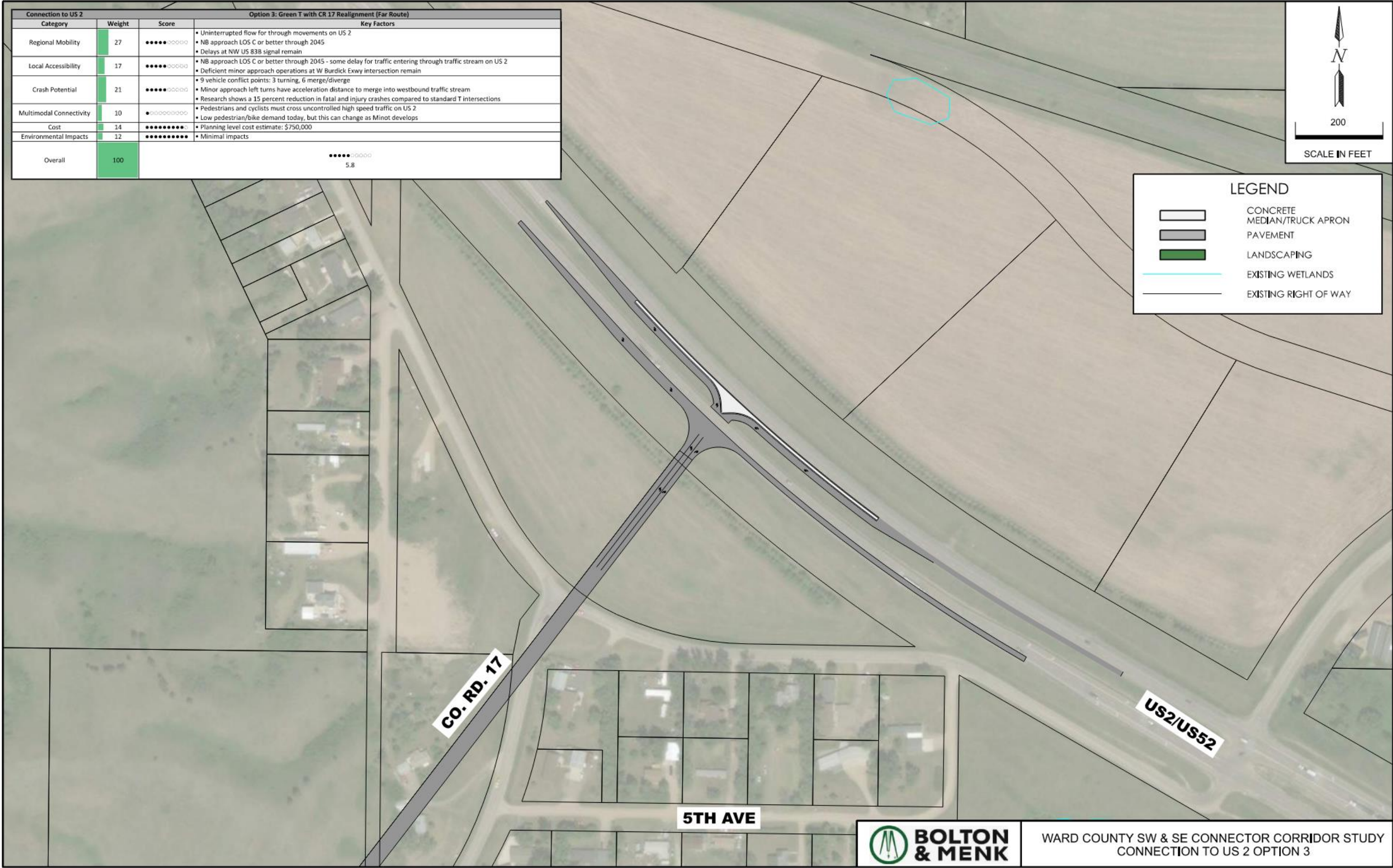


Figure 28: US 2 Intersection Alternative 4

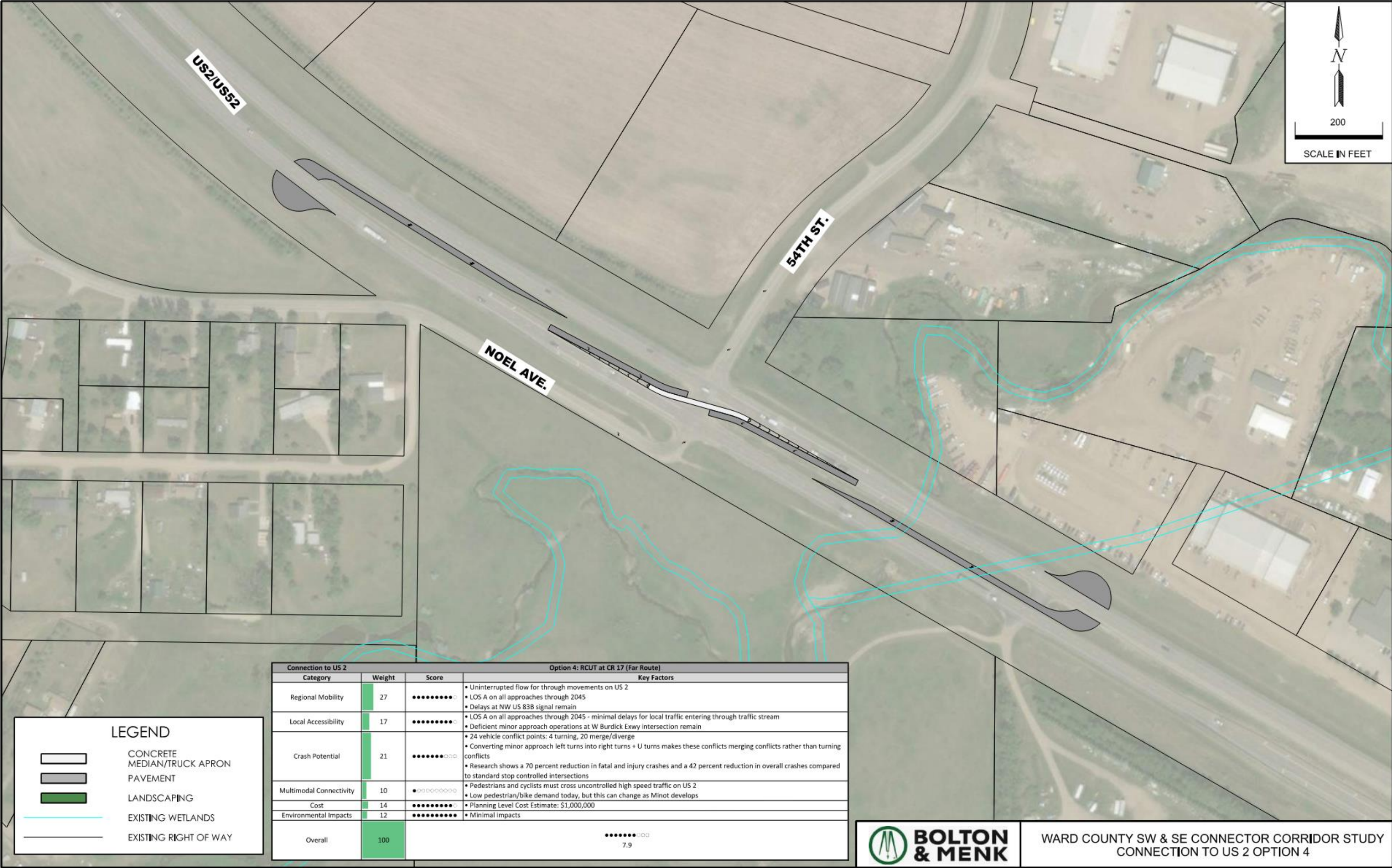




Table 4: US 2 Intersection Alternatives Analysis Summary

Metric	1	2	3	4	No Build
Regional Mobility	●●●●●●●●○○	●●●●●●●●○○	●●●●●○○○○○	●●●●●●●●●○	●●○○○○○○○○○○
Local Accessibility	●●●●●●●●○○	●●●●●●●●○○	●●●●●○○○○○	●●●●●●●●●○	●○○○○○○○○○○
Crash Potential	●●●●●●●●●●	●●●●●●●●●●	●●●●●○○○○○	●●●●●●●●○○	●○○○○○○○○○○
Multimodal Connectivity	●●●●●●●●○○	●●●●●●●●○○	●○○○○○○○○○○	●○○○○○○○○○○	●○○○○○○○○○○
Cost	●●○○○○○○○○	●○○○○○○○○	●●●●●●●●●○	●●●●●●●●●○	●●●●●●●●●●
Environmental Impacts	●○○○○○○○○	●○○○○○○○○	●●●●●●●●●●	●●●●●●●●●●	●●●●●●●●●●
Overall	●●●●●●○○○○ 6.8	●●●●●●○○○○ 6.6	●●●●●○○○○○ 5.8	●●●●●●○○○○ 7.9	●●●○○○○○○○ 3.6
Rank	2	3	4	1	5
Best Route Fit	Near Route (Full or Partial)	Near Route (Full or Partial)	Far Route (Full or Partial)	Far Route (Full or Partial)	-

Figure 29: US 83 Intersection - Alternative 1



Figure 30: US 83 Intersection - Alternative 2

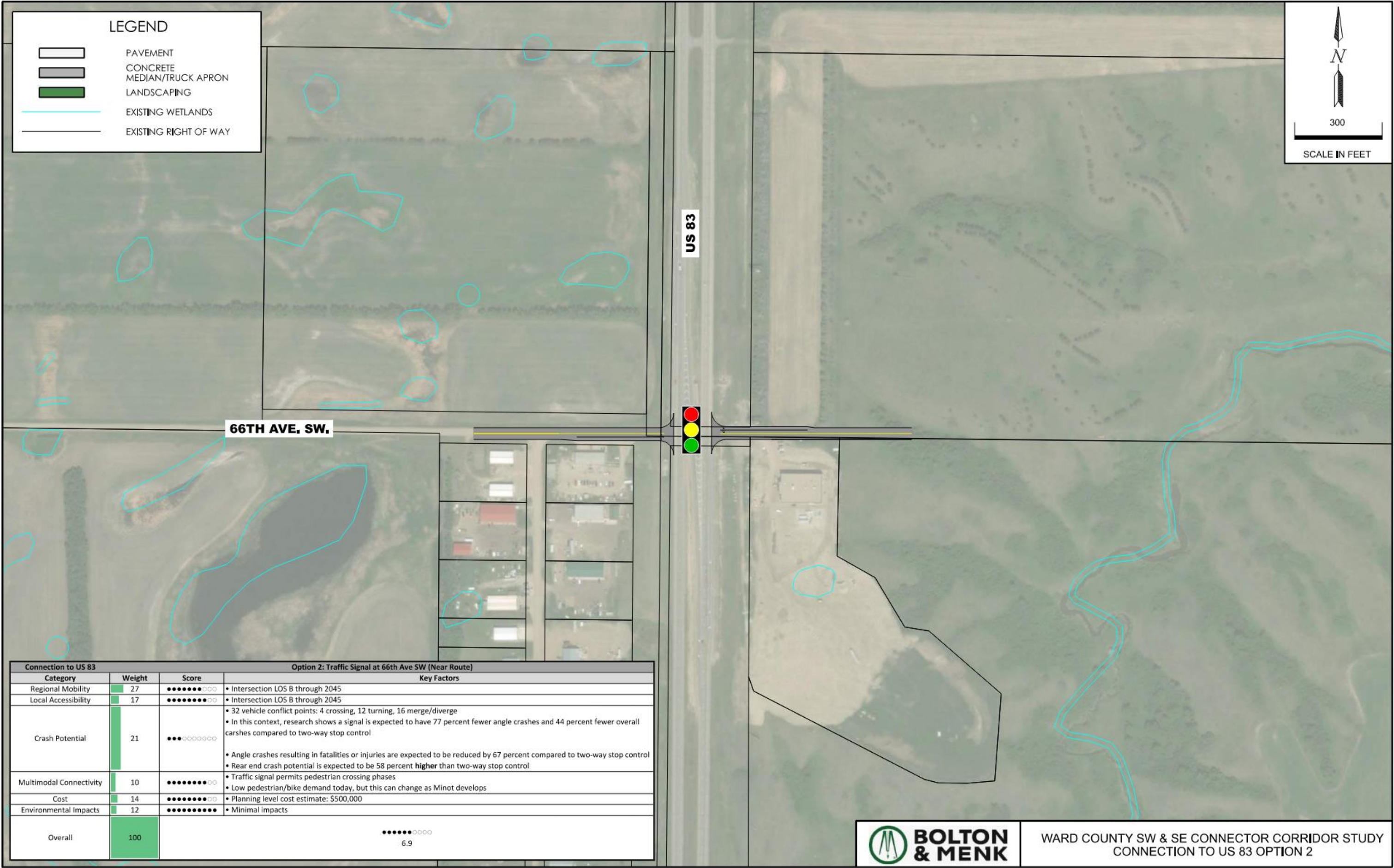


Figure 31: US 83 Intersection - Alternative 3

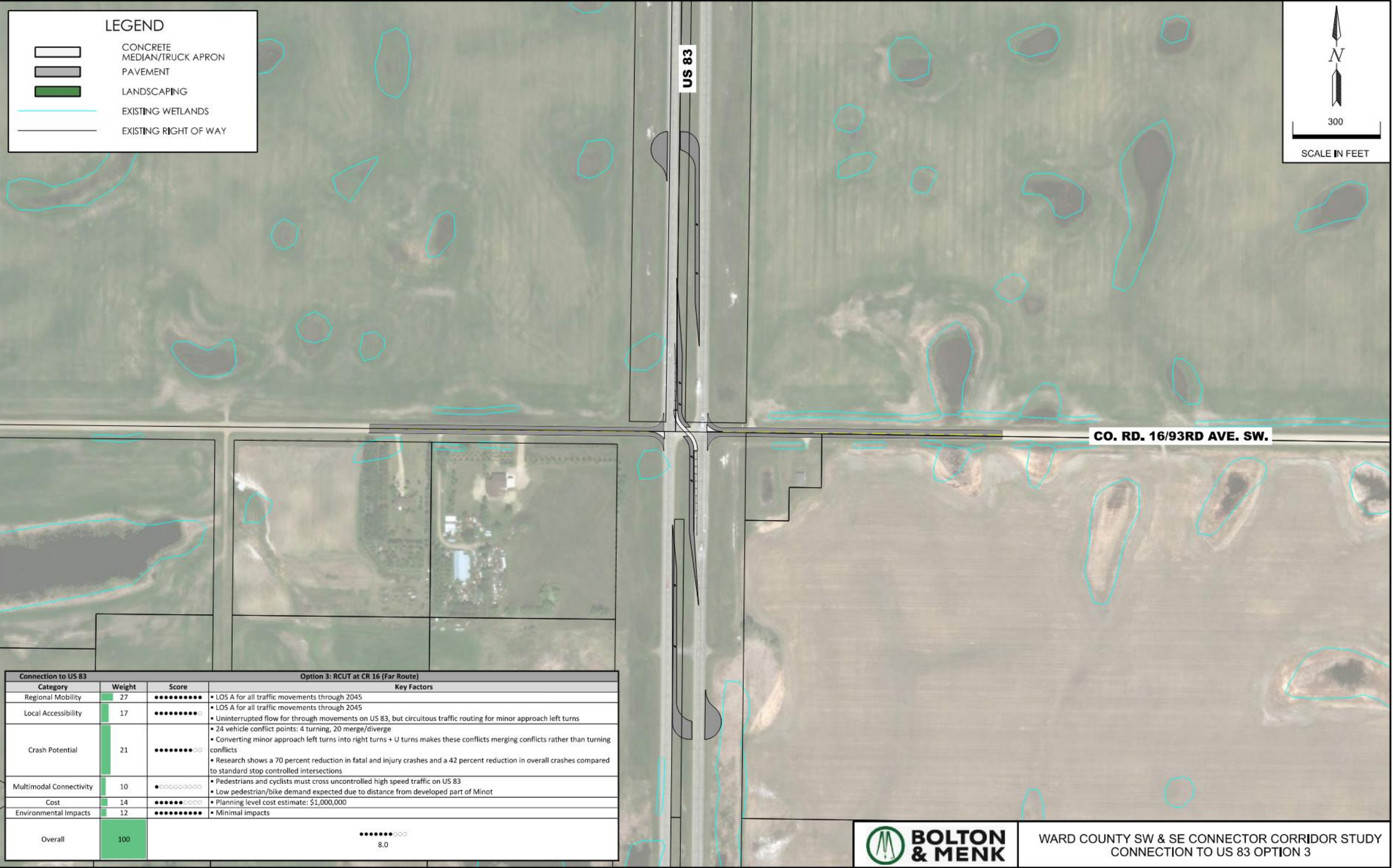


Figure 32: US 83 Intersection - Alternative 4





Table 5: US 83 Intersection Alternatives Analysis Summary

Metric	1	2	3	4	No Build
Regional Mobility	●●●●●●●●●●	●●●●●●●○○○	●●●●●●●●●●	●●●●●●●○○○	●●●●●●●●●●
Local Accessibility	●●●●●●●●●○	●●●●●●●●○○	●●●●●●●●●○	●●●●●●●●●○	●●●○○○○○○○○
Crash Potential	●●●●●●●○○○	●●●○○○○○○○○	●●●●●●●●○○	●●●●●●●○○○	●●●●○○○○○○○○
Multimodal Connectivity	●○○○○○○○○○○	●●●●●●●●○○	●○○○○○○○○○○	●●●●●○○○○○	●○○○○○○○○○○
Cost	●●●●●●○○○○	●●●●●●●○○○	●●●●●●○○○○	●●●●○○○○○○	●●●●●●●●●●
Environmental Impacts	●●●●●●●●●●	●●●●●●●●●●	●●●●●●●●●●	●●●●●●●○○○	●●●●●●●●●●
Overall	●●●●●●●○○○ 8.0	●●●●●●○○○○ 6.9	●●●●●●○○○○ 8.0	●●●●●○○○○○ 6.7	●●●●●○○○○○ 6.7
Rank	1	3	1	4	5
Best Route Fit	Near Route (Partial)	Far Route (Full)	Far Route (Partial)	Near Route (Full)	-

Figure 33: US 52 Intersection - Alternative 1

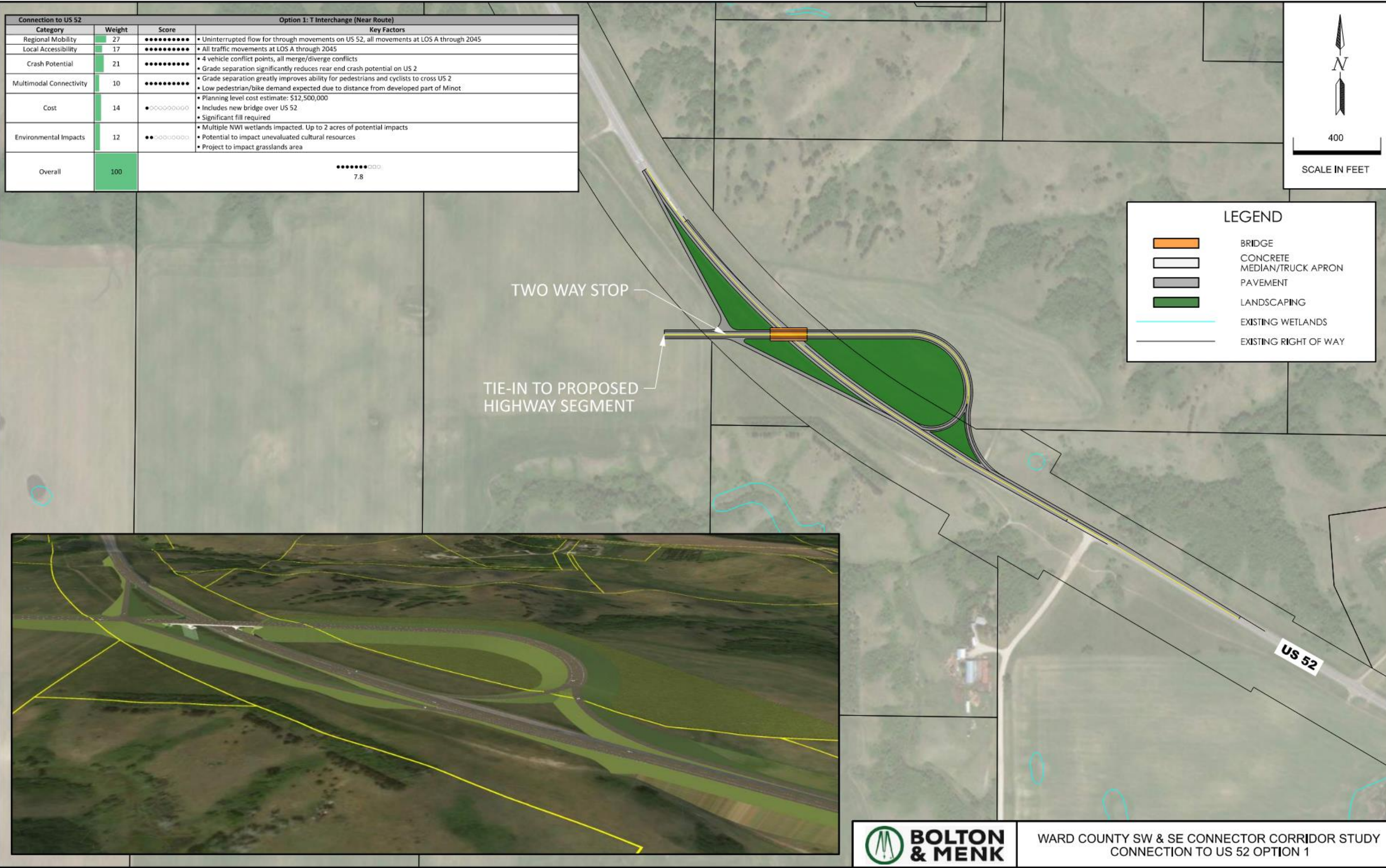


Figure 34: US 52 Intersection - Alternative 2



Figure 35: US 52 Intersection - Alternative 3



Figure 36: US 52 Intersection - Alternative 4





Table 6. US 52 Intersection Alternatives Analysis Summary

Metric	1	2	3	4	No Build
Regional Mobility	●●●●●●●●●●	●●●●●●●●○	●●●●●●●○○○	●●●●●●●○○○	●●●●●●●○○○
Local Accessibility	●●●●●●●●●●	●●●●●●●●○	●●●●●●●○○○	●●●●●○○○○○	●●●●●○○○○○
Crash Potential	●●●●●●●●●●	●●●●●●●○○○	●●●●●●●○○○	●●●○○○○○○○	●○○○○○○○○○
Multimodal Connectivity	●●●●●●●●●●	●○○○○○○○○○	●●●●●○○○○○	●○○○○○○○○○	●○○○○○○○○○
Cost	●○○○○○○○○○	●●●●●●●○○○	●●●●●●○○○	●●●●●●●○○○	●●●●●●●●●●
Environmental Impacts	●●○○○○○○○	●●●●●●●●●●	●●●●●●●●○	●●●●●●○○○	●●●●●●●●●●
Overall	●●●●●●●○○○ 7.8	●●●●●●●○○○ 7.8	●●●●●●●○○○ 7.1	●●●●●○○○○○ 5.1	●●●●●○○○○○ 5.8
Rank	2	1	3	5	4
Best Route Fit	Far Route (Full)	Near Route (Partial)	Near Route (Full)	Far Route (Partial)	-

Figure 37: CR 14/17 South Intersection - Alternative 1

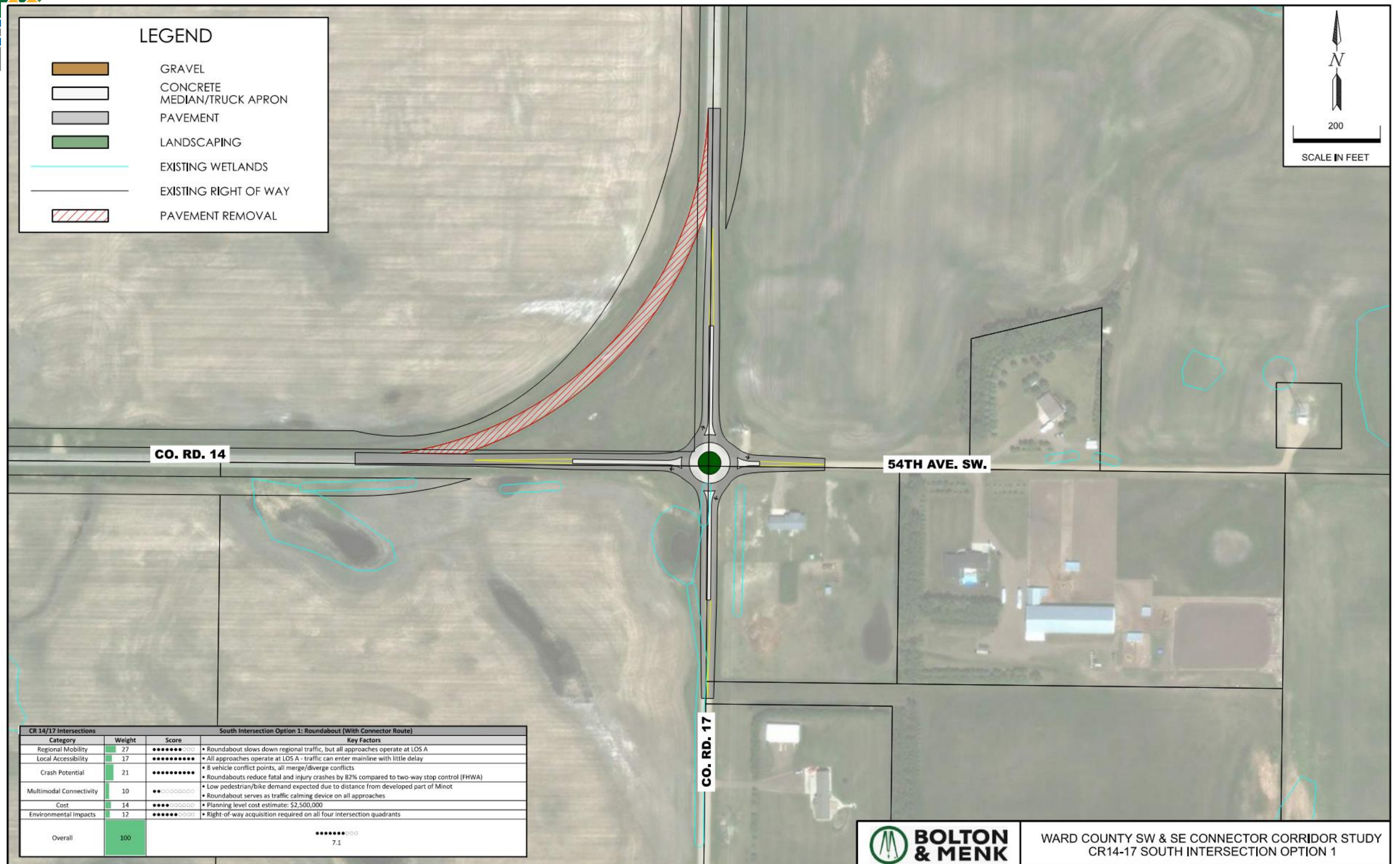


Figure 38: CR 14/17 South - Intersection Alternative 2



Figure 39: CR 14/17 North Intersection - Alternative 1



Figure 40: CR 14/17 North Intersection - Alternative 2

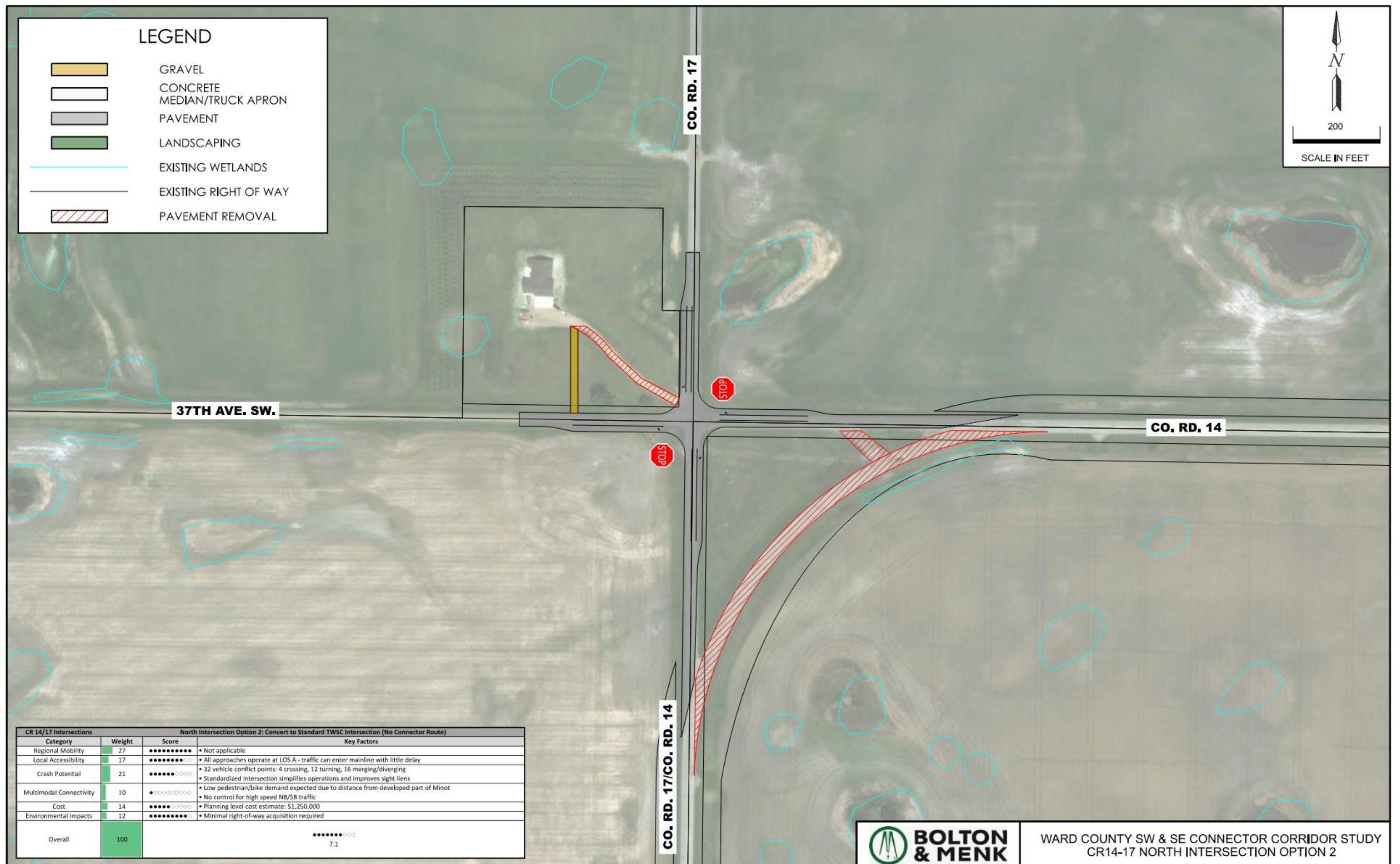




Table 7: CR 14/17 Intersection Alternatives Analysis Summary

Metric	South 1	South 2	North 1	North 2	No Build
Regional Mobility	●●●●●●●○○○	●●●●●●●●●●	●●●●●●●○○○	●●●●●●●●●●	●●●●●●●●●●
Local Accessibility	●●●●●●●●●●	●●●●●●●●○○	●●●●●●●●●●	●●●●●●●○○○	●●●●●●●○○○
Crash Potential	●●●●●●●●●●	●●●●●●○○○○	●●●●●●●●●●	●●●●●●○○○○	●○○○○○○○○○○
Multimodal Connectivity	●●○○○○○○○○○○	●○○○○○○○○○○	●●○○○○○○○○○○	●○○○○○○○○○○	●○○○○○○○○○○
Cost	●●●●○○○○○○○○	●●●●○○○○○○○○	●●●●○○○○○○○○	●●●●○○○○○○○○	●●●●●●●●●●
Environmental Impacts	●●●●●●○○○○	●●●●●●●●○○	●●●●●●○○○○	●●●●●●●●○○	●●●●●●●●●●
Overall	●●●●●●●○○○ 7.1	●●●●●●●○○○ 7.1	●●●●●●●○○○ 7.1	●●●●●●●○○○ 7.1	●●●●●●○○○○ 6.7
Rank	3	1	3	1	5



Arterial Improvement Concept

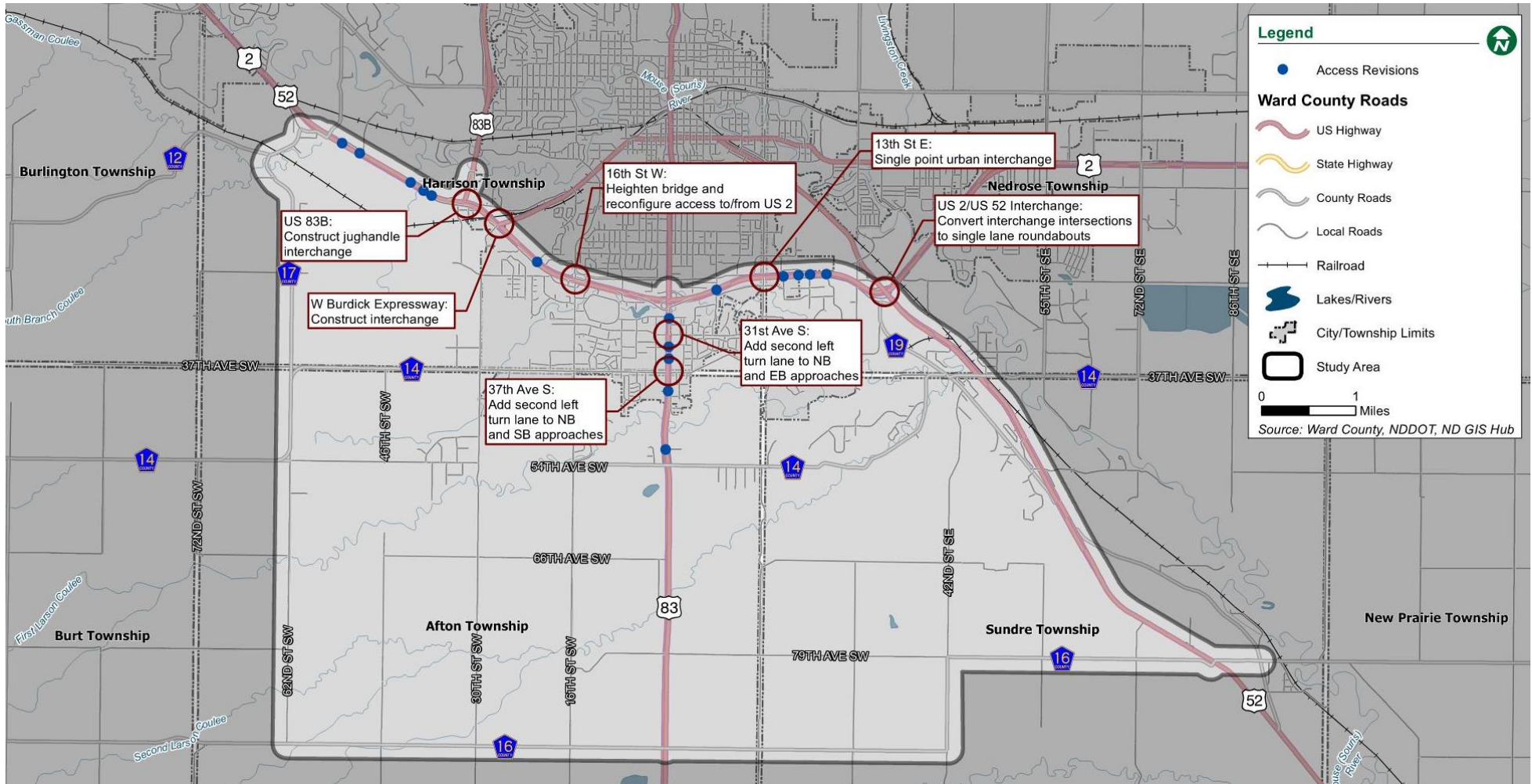
A concept that improved the existing US highway system through Minot in lieu of constructing a new connector route was also considered. Improvements that were considered as part of this concept are shown in **Figure 41**. Analysis results related to key technical criteria are shown in **Table 8**.

Table 8: Arterial Improvement Concept Performance

Arterial Improvement Concept			
Category	Weight	Score	Key Factors
Regional Mobility	27	●●●●●○○○	- Removes two existing traffic signals from US 2, reducing need to stop for through traffic - Reduces PM peak hour network-wide delay by 17 percent - Reduces east-to-west travel times on US 2 by around 10 percent, with all other travel times between external nodes being within 10 percent of no-build travel times
Local Accessibility	17	●●●○○○○○○	- Converts 16 existing full access or 3/4 access points to right-in/right-out only accesses, changing how some roadways and properties are accessed - Reduces PM peak hour network-wide delay by 15 percent. The PM peak hour delay reduction is 5 percent more than the connector route concept that is closer to Minot
Crash Potential	21	●●●●●●●●	- Grade separation of West Burdick Expressway intersection at US 2 mitigates angle and rear end crash potential. Existing crash rate is above the critical crash rate. - Smoother traffic flow at the south US 52/US 2 interchange intersection reduces rear end crash potential. Existing crash rate is above the critical crash rate. - Access revisions at 16 unsignalized intersections reduces number of conflict points by 85%
Multimodal Connectivity	10	●●●●●○○○	- US 2 grade separations at US 83B, W Burdick Exwy, and 13th Street E provide safer crossings of US 2 - Reduced number of conflict points at right-in/right-out intersections
Cost	14	●○○○○○○○○	\$100,000,000 - \$120,000,000
Environmental Impacts	12	●○○○○○○○○	- Significant construction impacts at some of the highest-traffic intersections in Minot - Significant ROW acquisition and building impacts to construct three interchanges
Overall	100	●●●●●○○○○	5.4



Figure 41: Arterial Improvement Concept



V. Planning Level Benefit/Cost Analysis

After completion of the analysis presented above, a planning level benefit-cost analysis was performed to better understand the value of roadway improvements that were being considered.

For this analysis, improvements were broadly categorized into three categories: Near Connection (new connector corridor closer to Minot), Far Connection (new connector corridor further from Minot), and Arterial Improvements (improvements to US highway system through Minot, but no new connector corridor).

Using technical analysis completed as part of existing conditions analysis, future conditions analysis, and alternatives analysis, the monetary benefit of delay savings and safety benefits over a 25-year period was estimated then compared against estimated project costs. Given the planning-level nature of this analysis, a range of project costs were assumed (lower end of cost estimates and higher end of cost estimates were considered).

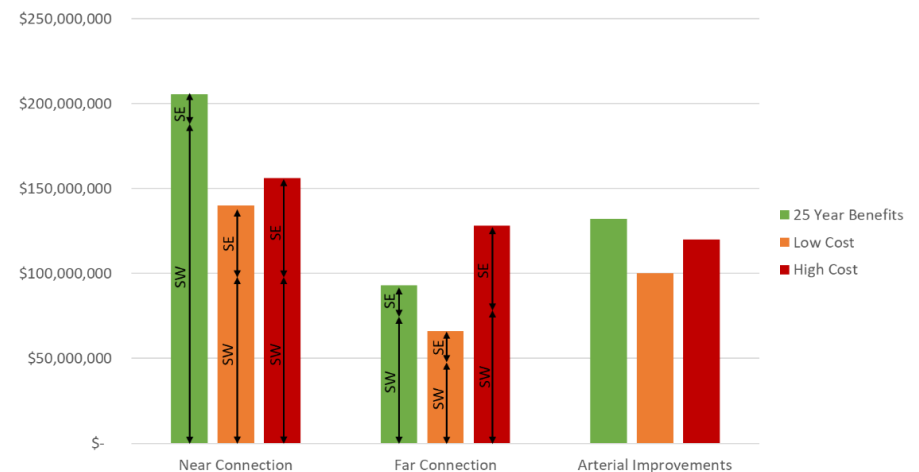
Based on this analysis, the key takeaways are as follows:

- A **Near Connection** alignment closer to Minot offers the greatest benefits, with the value of benefits exceeding project costs in both the low and high-cost estimates. While this concept had the greatest costs, it had far and away the greatest benefits.
- A **Far Connection** alignment has a positive benefit-cost ratio if the lower end of project cost estimates is assumed. The higher end of cost estimates however exceeds the value of operations and safety benefits.

Meaning, concepts that required a new roadway to be built are not technically beneficial, but the utilization of existing routes provides clear benefits.

- The **Arterial Improvement Concept** has a positive benefit-cost ratio with both the low and high-cost estimates. Benefits are lower than the Near Connection scenario, but higher than the Far Connection scenario. This concept however, does not resolve the issues on US 83 and was considered technically infeasible from an impacts perspective by several TAC Members.
- Breakdown of Benefits – Across all three scenarios studied in benefit-cost analysis, around 80 percent of the monetary value of benefits come from delay benefits, with the remaining 20 percent coming from crash reduction benefits.

Figure 42: Planning Level Benefit-Cost Analysis





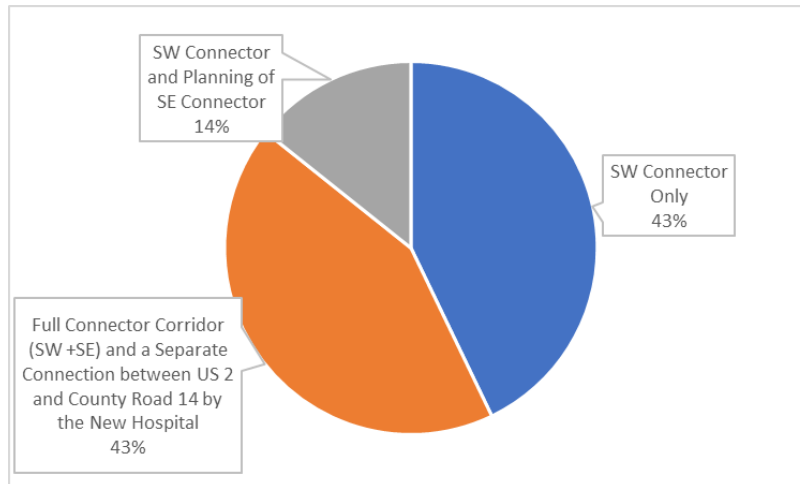
TECHNICAL ADVISORY COMMITTEE FEEDBACK

All alternatives discussed in this report were presented to the project Technical Advisory Committee (TAC) in March 2022. A summary of TAC feedback is presented below.

Phasing of Improvements

Feedback was mixed related to how a connector corridor should be built. All TAC members believe that at least a Southwest Connector should be built, however less consensus was reached related a Southeast Connector. 43 percent of responses indicate both the Southeast and Southwest Connectors should be built, with an additional 14 percent indicating that the Southeast Connector should at a minimum be planned and preserved.

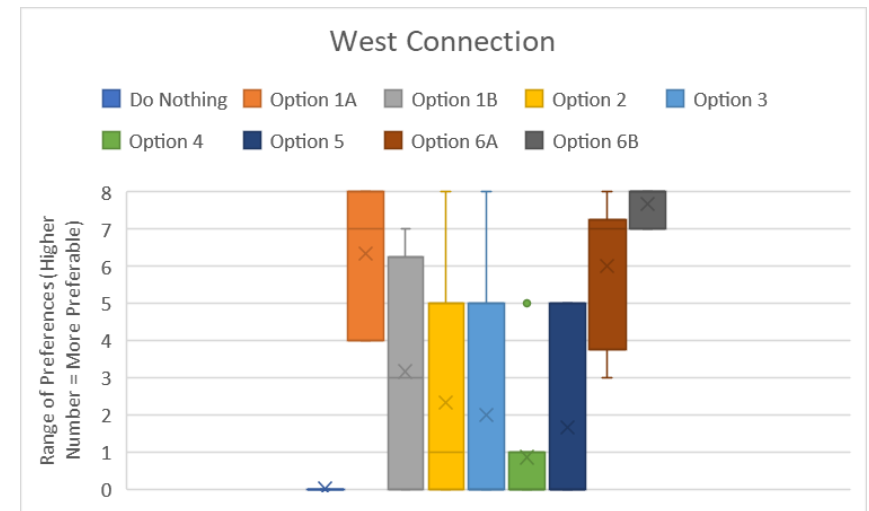
Figure 43: TAC Responses - Phasing of Improvements



West Segment Alternatives

Options 1A, 6A, and 3 were viewed most favorably by the TAC. Most other options had mixed levels of support (some favorable, some unfavorable), with only the Do Nothing option and Option 4 being unanimously viewed as unfavorable. The group agreed that there were several concepts that were technically infeasible due to costs and impacts.

Figure 44: TAC Responses - West Segment Alternatives

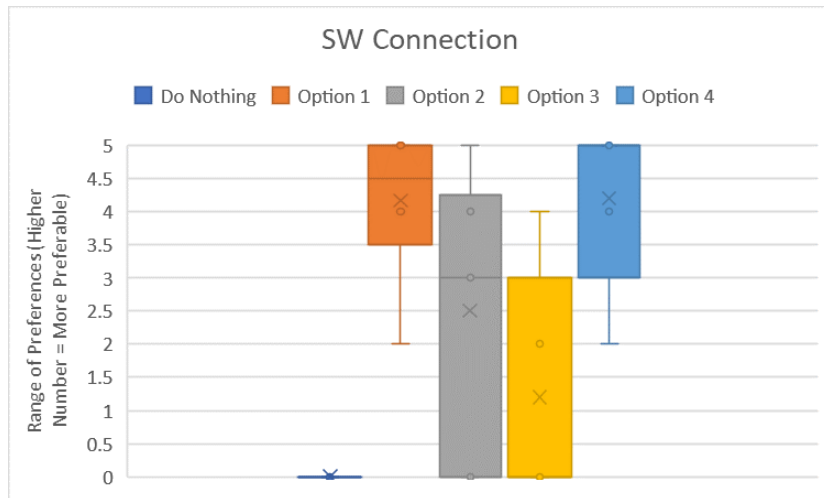




Southwest Segment Alternatives

Options 1 and 4 received the highest amount of TAC support, with Option 2 and Option 3 receiving more mixed levels of support. The only option that was unanimously viewed as unfavorable is a Do Nothing option.

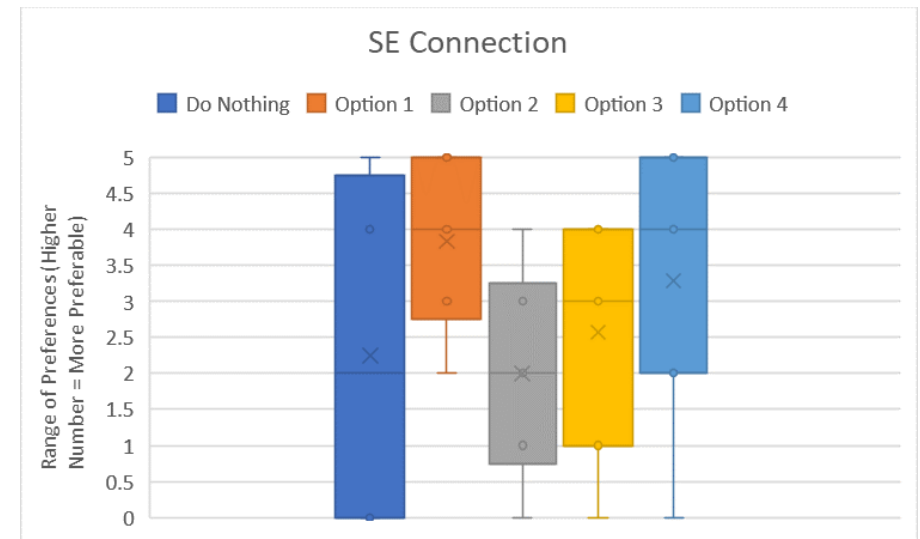
Figure 45: TAC Responses - Southwest Segment Alternatives



Southeast Segment Alternatives

All options had some level of positive TAC support (including a Do Nothing option), however Option 1 and Option 4 had more unanimous support.

Figure 46: TAC Responses – Southeast Segment Alternatives

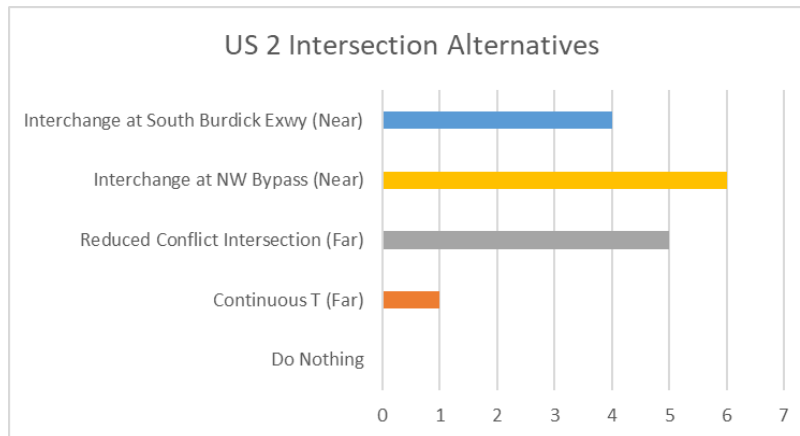




US 2 Intersection Alternatives

An interchange at the US 83 NW Bypass received the highest level of TAC support, but an Interchange at Burdick Expressway and a Reduced Conflict Intersection further from Minot both received high levels of support as well.

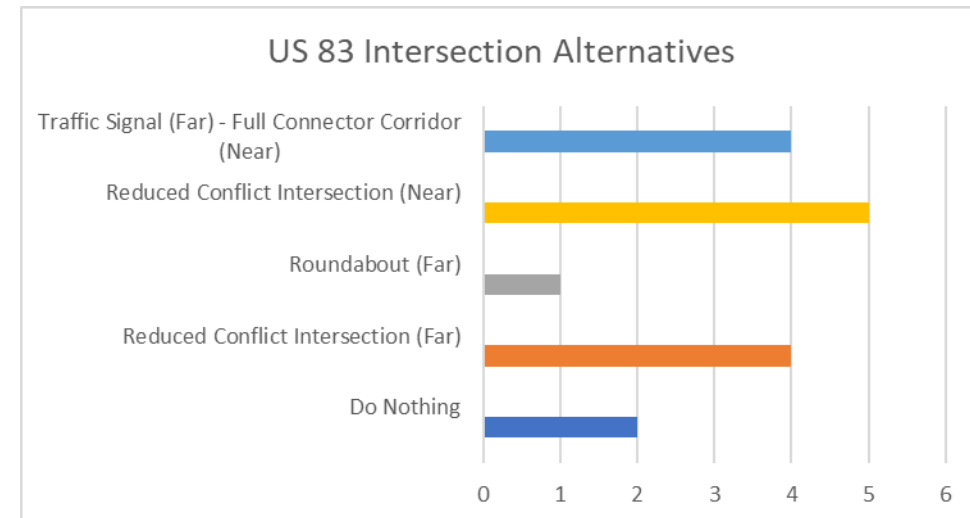
Figure 47: TAC Responses – US 2 Intersection Alternatives



US 83 Intersection Alternatives

A reduced conflict intersection closer to Minot received the highest level of TAC support, however a traffic signal and a reduced conflict intersection further from Minot also received high levels of support.

Figure 48: TAC Responses – US 83 Intersection Alternatives



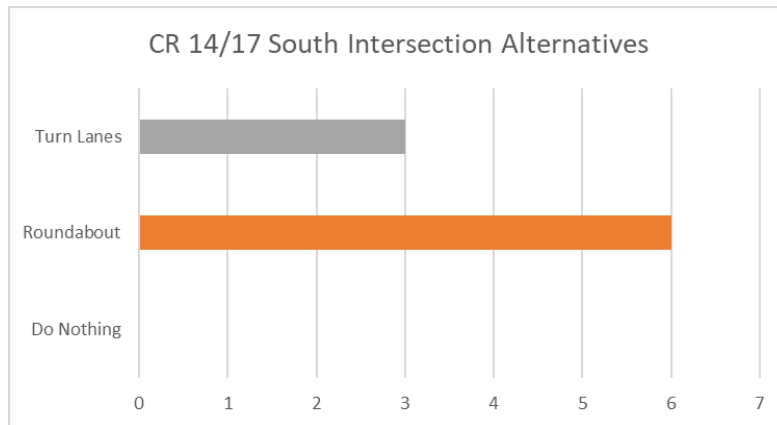


County Road 14/17 Intersection Alternatives

South Intersection

A roundabout received a higher level of support from the TAC, however a standard intersection design with turn lanes also received some support.

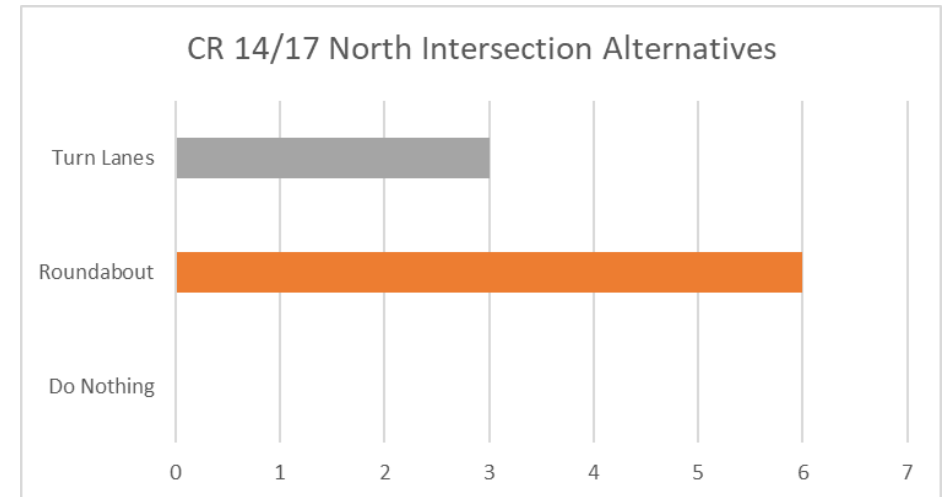
Figure 49: TAC Responses – CR 14/17 South Intersection Alternatives



North Intersection

Like the south intersection, a roundabout received the highest level of support, but a standard intersection design with turn lanes received some support as well.

Figure 50: TAC Responses – CR 14/17 North Intersection Alternatives



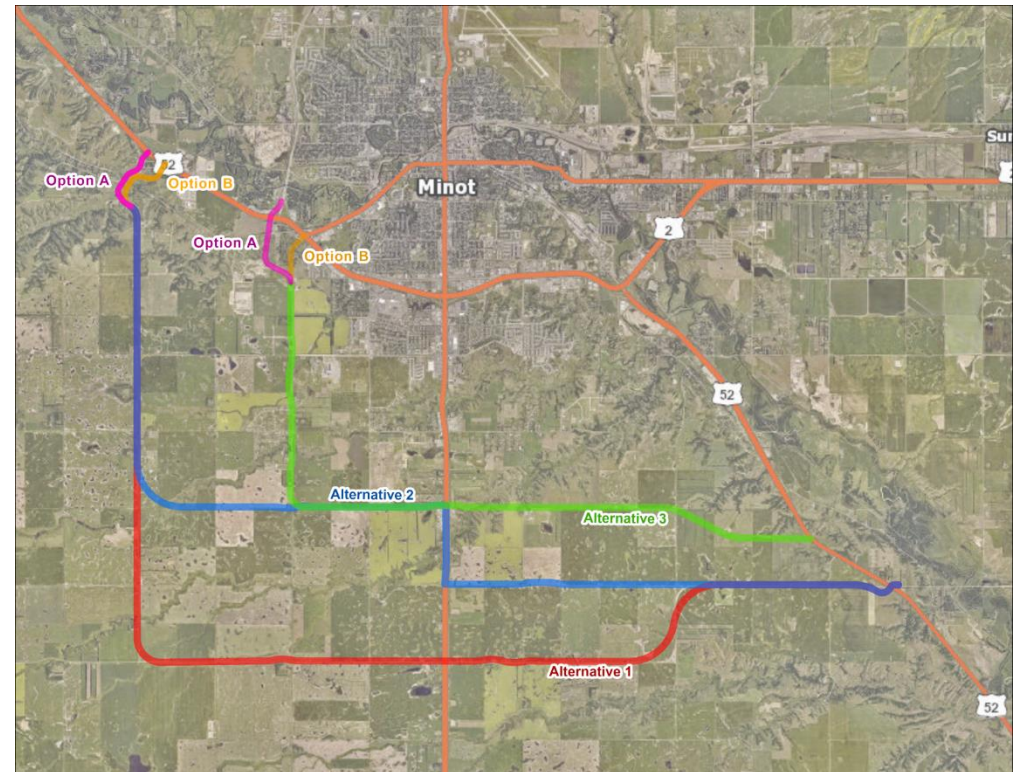


ALTERNATIVES CARRIED TO PUBLIC ENGAGEMENT

Using TAC input, a truncated list of alternatives was developed to use as part of public engagement in May 2022. This approach allowed for a clearer discussion to occur with the public that eliminated infeasible concepts that did not meet the Purpose and Need of the Project.

- Alternative 1 – Far connection
- Alternative 2 – Mid/hybrid connection
- Alternative 3 – Near connection

Figure 51: Alternatives Carried to Public Engagement





Ward County

SE/SW CONNECTOR STUDY

Section 5
Public Engagement Summary



**BOLTON
& MENK**

Real People. Real Solutions.



We listen. We solve.™



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I. Public Engagement Plan

OVERVIEW

Ward County has a proven history of proactive transportation planning and engagement, even building their own northeast bypass around Minot, while other cities and counties waited for state aid. Their latest vision is the Southwest and Southeast Connector Corridor. The southern connection would provide an alternative route for freight, agricultural, and other regional traffic around Minot. These improvements have the potential to alleviate some of the worst congestion on the urban core's roadways, including both local roads and those of regional significance, like US 83/Broadway, US 52, and US 2. It would establish new minor arterials where no such routes exist, improving mobility for cars and trucks. However, each potential route has potential cost and environmental ramifications that must be taken into consideration.

Engagement with the public is an important piece of any project. Communicating project progress and routing ideas, as well as soliciting feedback are all important parts of the project process. This section discusses the engagement efforts of the project, including the Project Management Team, the Technical Advisory Committee, regional stakeholder engagement, and efforts to engage with the general public.

The goal of this public engagement plan will be to consult the public. This means the project team will obtain feedback on key issues, opportunities, and objectives and encourage refinement on analysis, alternatives, and transportation decisions.

TARGET AUDIENCE AND OUTREACH TECHNIQUES

The following are target audiences and key stakeholders that were engaged and general approaches to communication and feedback.

Regional Stakeholders. Regional stakeholders may or may not live along the corridor but were still important voices to determine the improvements necessary to enhance traffic performance, mobility, and driver satisfaction. Emergency responders and representatives of larger traffic users, like freight and special generators, were engaged through the key stakeholder meetings. The Minot Area Chamber Economic Development Council (EDC) helped distribute information to regionally significant businesses as well.

Impacted Property Owners. Property owners may be directly affected by alternatives that could be proposed for the connector routes. Direct mailers were sent to property owners within the corridor search area.

General Public. Other interested parties may have opinions on issues, alternatives, and implementation and should also be consulted. Legal advertisements, press releases, and social media will be used to inform the general public of the public



Figure 1. Public Engagement at the Stakeholder Meeting



input opportunities through the corridor study process.

PROJECT MANAGEMENT TEAM

The project management team was comprised of representatives from Ward County, NDDOT, and Bolton & Menk. This group received monthly status reports on the project and had six ad hoc meetings to help advance key initiatives.

TECHNICAL ADVISORY COMMITTEE

The Technical Advisory Committee (TAC) was tasked with guiding and reviewing the technical components of the study before they reach the public, local decision makers and NDDOT Management. This group helped to weed out ideas that were not suitable while advancing ideas that worked for the community. They were prepared for and attended all committee meetings, reviewed, and completed action items assigned in a timely manner, and were advocates for the project and their organizational interests. Below is a list of the members of the Technical Advisory Committee.

Table 1: Technical Advisory Committee

Name	Agency
John Fjeldahl	Ward County Commissioner
Dana Larsen	Ward County Highway
Travis Schmit	Ward County Highway
Korby Seward	NDDOT - Minot District
Wayne Zache	NDDOT - Local Government
Bryon Fuchs	NDDOT - Local Government
Lance Meyer	City Engineer for Minot
Mike Wolf	CHS Sun Prairie Rep
Bryan Korgel	Afton Township Chairman
Justin Schlosse	NDDOT - Traffic Operations
Kent Leben	NDDOT - Environmental Transportation Services

During the project, the TAC met five times:

Meeting #1: Planning and Environmental Linkages

- Meeting with FHWA to discuss Planning and Environmental Linkages Requirements
- Establish Scope of Work

Meeting #2: Goals and Objectives Workshop

- Goals and Objectives Roundtable
- Existing Conditions Assessment
- Future Scenarios Workshop
- Stakeholder Identification Activity

Meeting #3: Needs Summary and Alternatives Brainstorm

- Present and Review the Future Conditions Report
- Present and Review the Environmental Barriers Report
- Brainstorm Alternative Routes and Intersection Concepts

Meeting #4: Alternative Analysis and Public Input Presentation

- Review and Refine the Route and Intersection Analysis
- Prepare for the Public Open House

Meeting #5: Implementation Plan

- Public Feedback Summary
- Present Implementation Strategy Options
- Collaboratively Identify Next Steps, Jurisdictional Transfers, and PEL Activities



REGIONAL STAKEHOLDER ENGAGEMENT

Two stakeholder meetings were held to gauge the desired outcomes of the project from two key groups that would be most affected by the change, emergency services and freight services. Each group had their own focus group, with the emergency services meeting occurring on February 22nd, 2022, and the freight services discussion occurring the next day on February 23rd, 2022.

Both meetings were well attended. In addition to three representatives from Bolton & Menk to ask questions, spur discussion, and take notes, 14 professionals participated in the Freight Services Workshop and 17 professionals participated in the Emergency Services Workshop.

Participants

Emergency Services, agencies represented included the following:

- Trinity Health Ground Ambulance
- Minot Rural Fire
- Ward County Emergency Management
- CHS Cenex Pipeline Emergency Response Team
- NDDOT
- Ward County 911
- Minot Police Department
- Ward County Highway Department

Companies and agencies represented at the Freight Service Discussion included:

- Minot Area Chamber Economic Development Corporation
- Dakotas Midland Grain
- Dakota Agronomy Partners
- Enbridge Pipeline

- Sundre Sand and Gravel
- CHS
- Farstad Oil
- Sun Prairie Minot
- Minot Milling
- WinField United
- Gravel Products
- Visit Minot
- Ward County Highway Department
- NDDOT

Format

Each meeting lasted for approximately one hour, and five personalized questions were prepared for each focus group. Questions were designed to keep answers focused on the participants prior experiences, with conceptual questions kept at high levels of discussion. Since the discussions took place in a round table format, all participants were given a chance to provide an answer for each question.

Emergency Services Discussion Themes

The Emergency Service Group unanimously supported the Connector Corridor Vision, and the group preferred the route would be closer to Minot.

- A big reason for this was access to the new Trinity Hospital Campus currently under construction. Many of the focus group participants felt that being able to easily access the new campus would be beneficial for emergency response times.

Adding additional traffic as projected by the study would be add concerns for quick access to the new hospital campus.



- This would slow down emergency response times at already congested areas like US 2, Broadway Avenue, and 16th Street.

The Southeast is a key point when trying to access Logan, especially for Fire Departments.

- The intersection between the new connector and US 52 needs to be done in a way to prevent congestion or difficult turning movements.

Mutual Aid calls are also important to factor into the decision.

- The ability to respond quickly to townships across the Minot Area was important to many of the emergency responders present at the discussion.

Freight Services Discussion Themes

The following are the main themes discussed by participants in the Freight Services discussion:

The freight group preferred routes away from the city center.

- Freight operators preferred the outer connector routes since this would lessen traffic and increase speeds, both beneficial characteristics for the members of this focus group.

The freight group unanimously supported the vision of a connector corridor.

- Being able to relieve congestion on US 2/52 by sending trucks on a connector route instead would be beneficial to most freight operators, with secondary benefits to tourists, who frequently encounter heavy truck activity along major routes.

There is a mix of challenges on the east side.

- This includes difficulty for trucks to make left turns onto US 52 without an interchange, especially if they are fully loaded.

Intersection control is the key to success.

- Stoplights slow down trucks and can create additional congestion.
- Currently there are frequent complaints from truck drivers about long wait times to turn left onto US 52 during morning rush hour when traffic is heaviest.

There is expected freight and industrial growth in the future for Minot.

- Most participants noted that they expected to have more trucks on the road in the coming years, so the connector placement should take both today's traffic and future traffic volumes into account.

GENERAL PUBLIC ENGAGEMENT

Multiple outreach methods were used in order to engage the largest amount of the general public as possible. While open houses are the traditional form of engagement, they do not necessarily capture a community consensus, as large segments of the community may not be able to attend an open house for one reason or another. Other methods that do not require attendance at a specific time were offered to bridge that gap. Each outreach method used for this project is listed below:

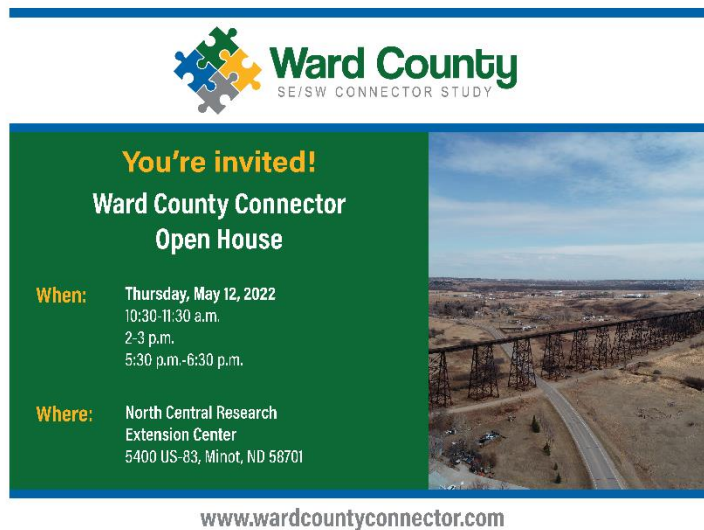
- Marketing
- Website
- Open House
- Surveys
- InputID (GIS-Based Comment Mapping Tool)



Marketing

To publicize the landowner stakeholder meeting and the survey, a mailer was sent out to local property owners and businesses. On 5/4/2022, 317 mailers were dispersed. This mailer can be seen below:

Figure 2. Marketing Mailer



To generate involvement from the general public and additional stakeholders, an advertisement was posted in the Minot Daily News 3 times from 5/10/2022 to 5/21/2022 and information about the project was shared on KMOT News on 5/26/2022 during the last week of engagement. Existing networks of interested community leaders were leveraged through the ListSerts of Visit Minot and Minot Area Chamber EDC.

Website

A project website was set up to be used as an online open house. Launched on May 9th, 2022, the website provided key study details. There are three sections to the website, which is an ArcGIS Story map:

- Project Background
- Alternatives Analysis
- Schedule

At the top of the Project Background section is an embedded video, which gives context for the necessity of the project, shows information about the project process, and shows the three potential alignment alternatives. The video also illustrates how to use the InputID website, which is one of the tools for collecting public comment.

Figure 3. Website Screenshot





Landowner Stakeholder Meeting

A landowner stakeholder meeting was hosted on 05/19/2022. It was held at the North Central Research Extension Center in Minot, North Dakota. There were three different timeslots where the open house was hosted in hopes that more people would be able to attend.

The open houses provided landowners and stakeholders located near the proposed alignments an opportunity to view the connector corridor alternatives, ask questions about the alignments, and leave their comments about the project. Each hour-long meeting started with a 15-minute presentation, 15 minutes for a discussion, and 30 minutes to view the alternatives and to leave comments and ask questions.

There were over 120 people in attendance at the open house sessions. Over 90% of those were property owners, with the other attendees being business owners, government agency representatives, and emergency services representatives.

Figure 4. Stakeholder Meeting



Surveys

Two types of surveys were collected, a paper copy and online results. Paper surveys were distributed at the open house on May 19th, 2022, while online surveys were open between 5/9/2022 and 6/5/2022. In total, 101 surveys were returned. 36 were paper surveys, while 65 were online surveys.

The survey had six questions, which asked participants to rank how they felt about the alternatives and sub-alternatives. For each alternative, participants had five options to choose from on how they felt about that specific alternative: Strongly Oppose, Oppose, Neutral, Support, and Strongly Support. Participants were also asked if they had any additional comments, concerns, or questions.

InputID

The InputID website was open between 5/9/2022 and 6/5/2022. InputID is a web-based public engagement platform that allows stakeholders and the public to provide comments on the proposed corridor alternatives. The visual, map-based platform allows users to see exactly where the alternatives will be located and allows them to react and comment on the alternatives.

There are five different reactions a stakeholder can put on the map: Likes, Dislikes, Concerns, Ideas and Opportunities, and Other. After placing a reaction on the map, a comment can be added to detail the reason why that specific reaction was selected. Comments are public facing, and other people can like, dislike, or reply to a comment.



PUBLIC ENGAGEMENT RESULTS

Survey Results

Below are the results of the survey handed out at the open house and available online. Figure 1 details each routing alternative presented to survey participants. *Figure 2* shows the ratio of people who supported ever route, some of the routes, or none of the routes. *Figure 3*, *Figure 4*, and *Figure 5* detail the level of support for each of the presented route alternatives.

Figure 5. Route Alternatives

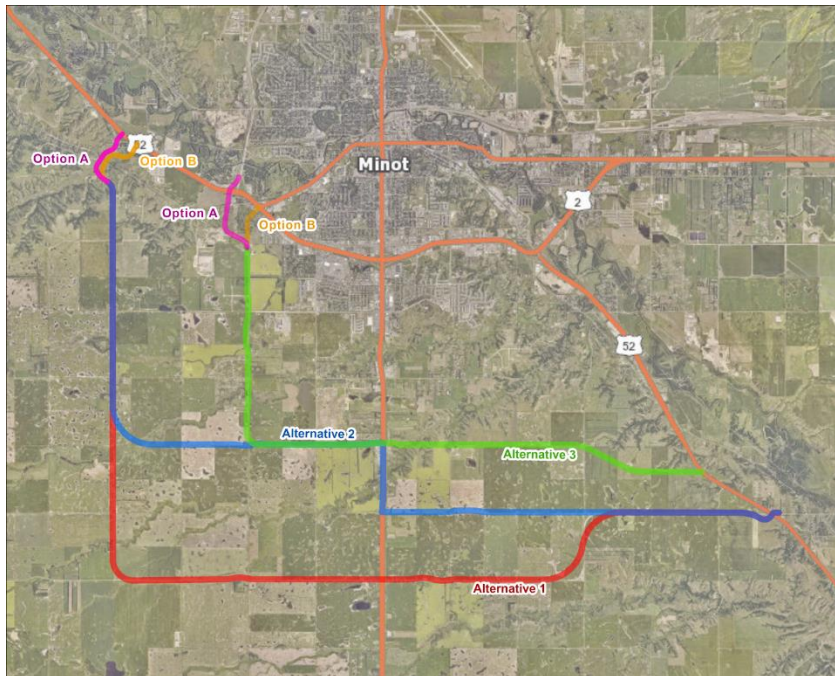


Figure 6. Support for Route Alternatives

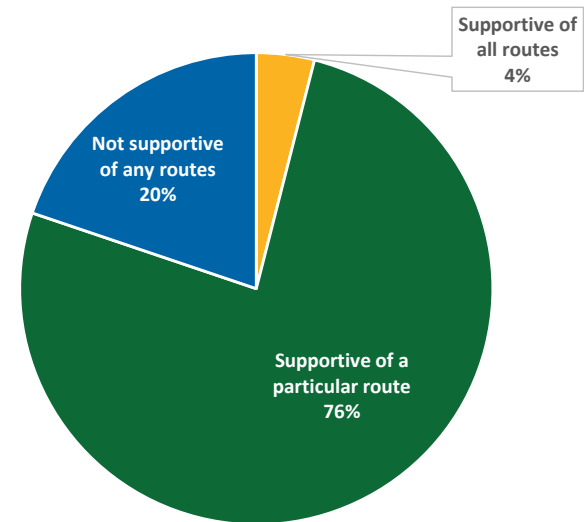


Figure 7. Support for Alternative 1

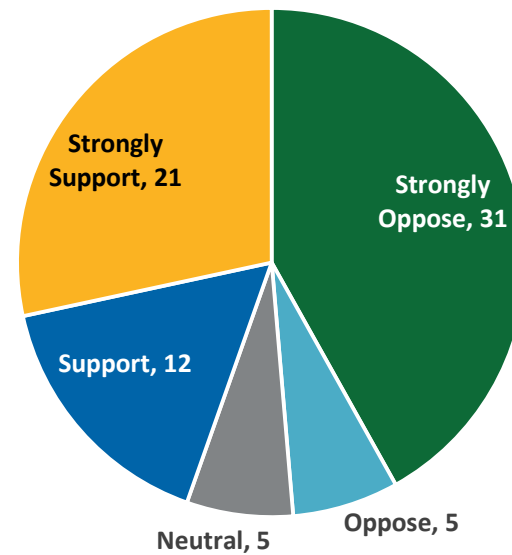




Figure 8. Support for Alternative 2

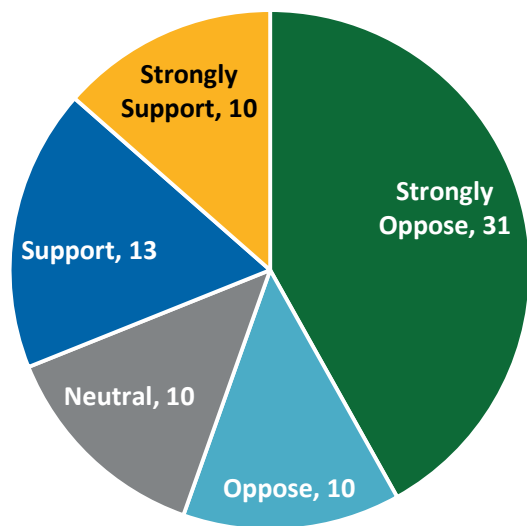
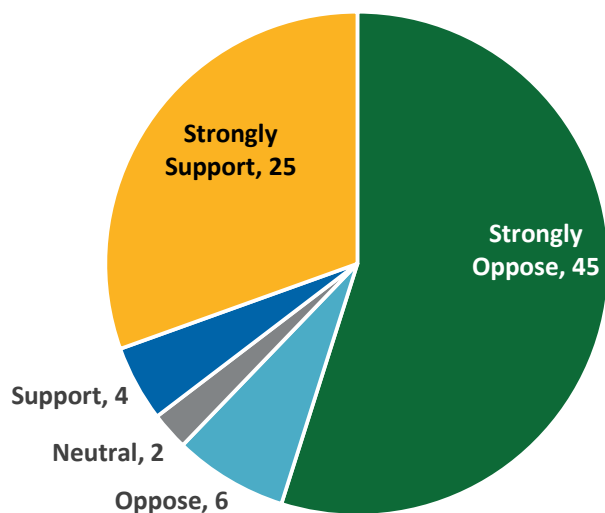


Figure 9. Support for Alternative 3



Alternative 1 (*Figure 3*) had the greatest level of support (split between Support and Strongly Support), with 46% of those who responded supporting this alternative. With 7% of responses feeling neutral, Alternative 1 was the only one with less than 50% disapproval.

Support for Alternative 2 (*Figure 4*) was less than Alternative 1. It received the most evenly distributed answers among the six categories and had the largest number of responses that were neutral about the Alternative, with 10 (13.5%). Strongly Support and Oppose also received 13.5% of the votes.

Alternative 3 (*Figure 5*) was the most divisive of the three options. It received the most responses for both Strongly Support (25) and Strongly Oppose (41). This was the option that received the most opposition, with 62% of the responses opposed to Alternative 3.

Figure 1 tells us that 80% of people who filled out a survey were supportive of at least one route. Only 4% of people supported all three routes, while 20% were opposed to all three alternatives. Most of the responses opposed to every alternative included a comment about how a connector corridor was not necessary.

InputID Results

When looking at the results of the InputID site, it was clear that anyone who lived adjacent to the concepts was concerned about how close the connector corridor could be built to their homes. InputID Results are provided in Appendix A.



AREAS OF CLARIFICATION

The following points are important clarification regarding the connector corridor study:

- The connector corridor doesn't insinuate a highly trafficked bypass, the need to better connect the area or volume projections.
- Most of the routes would have cross sections that are very similar to the current roadway configurations.
- Many who attended the stakeholder meetings were concerned that the decisions about the connector had been made and a route already selected. They appreciated the transparency and the ability to participate in the engagement process.



InputID Summary

InputID is an interactive online survey mapping tool that allows community members to leave custom notes on a map sharing their comments of concern and ideas for improvements.

Open for Comments
May 6 -
June 13, 2022

23 Comments

7 Replies

43
Total Interactions

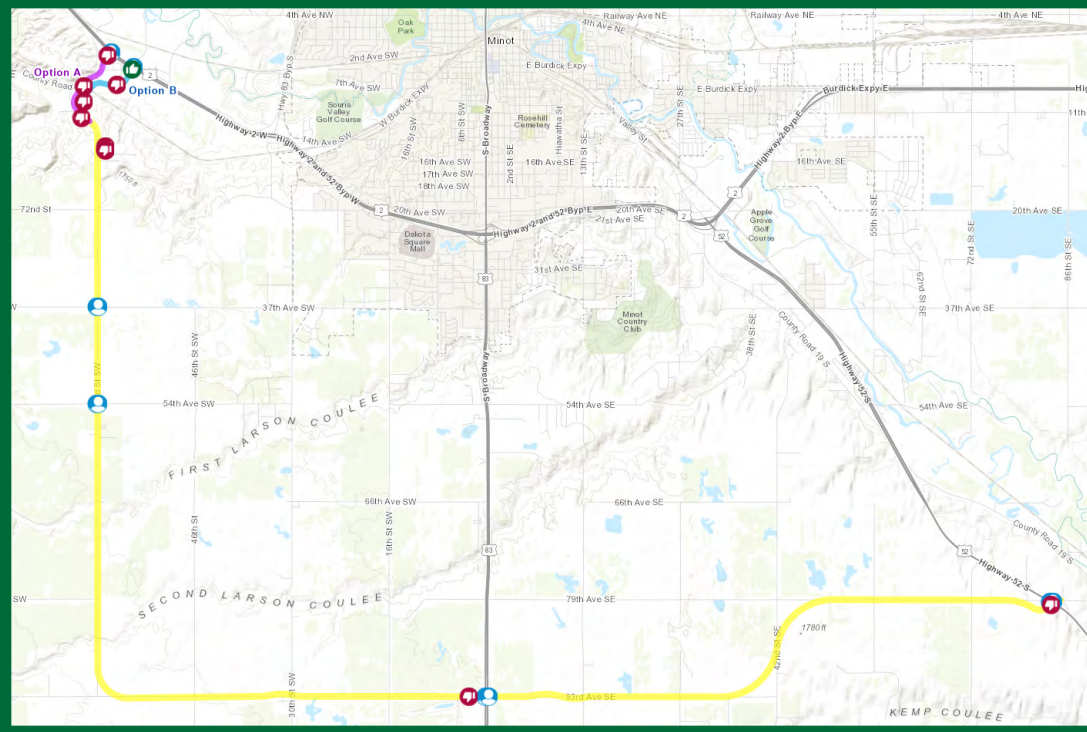
Alignment 1 - 16

Alignment 2 - 1

Alignment 3 - 26

Alignment 1

Highest Approval Rating



Comment Summary

Common Topics

Gassman Coulee Trestle Bridge

Proximity to Homes



Gassman Coulee Trestle Bridge

- Concerns about accidents potentially damaging the bridge

Proximity to Homes

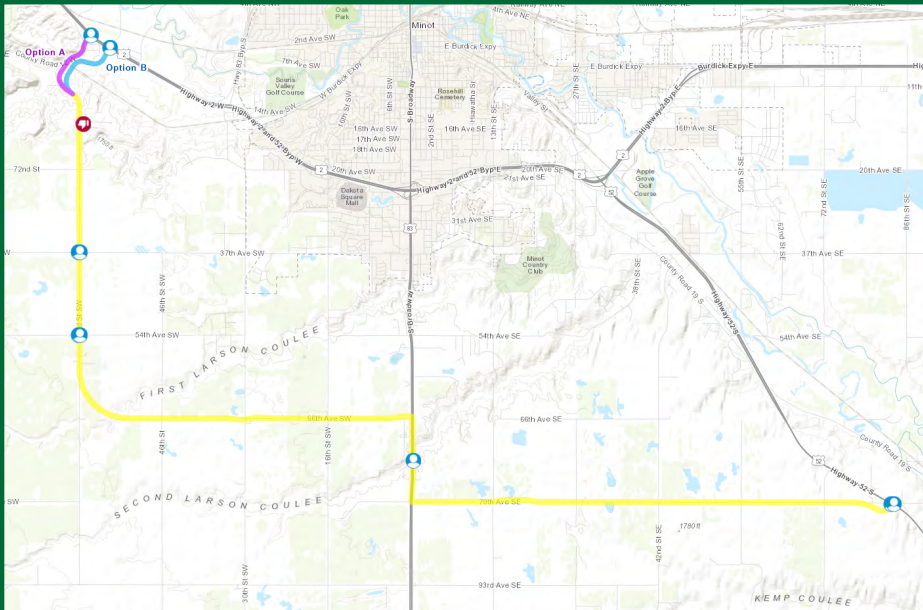
- Most people who commented on this alignment live close to it, as a common feeling was that the alignment would run too close to their property.

Other Comments

- High volume of wildlife crossing this route
- Steep grade causing issues in winter
- Congestion issues near US-83
- Unsafe intersections for trucks

Alignment 2

Least Interacted With



Comment Summary

Only one comment submitted through InputID

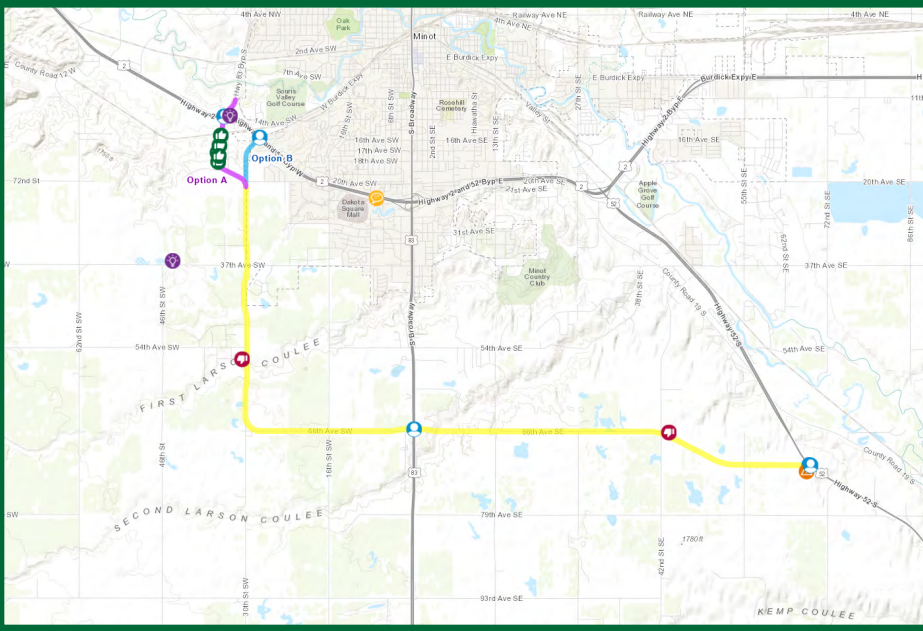
- Concerned about proximity of the alternative to their home

Most comments from Alignment 1 apply to Alignment 2, as they were concentrated around Option A and Option B. This includes comments about the following topics:

- Concerns about accidents potentially damaging the bridge
- The alignment is too close to my home
- High volume of wildlife crossing this route
- Steep grade causing issues in winter

Alignment 3

Most Liked Alignment



Comment Summary

Common Topics

Proximity to Homes

Best for Connections and Access



Proximity to Homes

- A common feeling was that the alignment would run too close to their neighborhood, Beaver Creek.

Best for Connections and Access

- Alignment 3 allows for the most convenient connections to the new hospital complex and downtown Minot.

Other Comments

- Does not endanger the Trestle Bridge



Ward County

SE/SW CONNECTOR STUDY

Section 6
Implementation Plan



**BOLTON
& MENK**

Real People. Real Solutions.



We listen. We solve.™



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I. Introduction

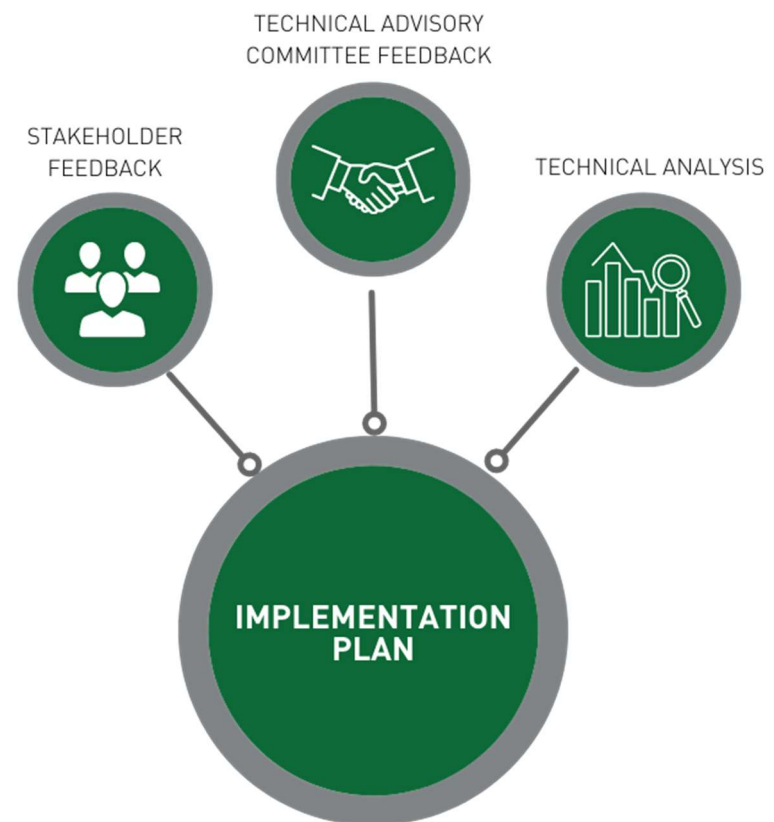
The Ward County Southwest and Southeast Connector Corridor Study (Connector Corridor) was initiated by Ward County to lay the foundation for future connections south of Minot from US Highway 2/52 west of Minot to US 52 east of Minot. This implementation plan has been crafted to achieve the project goal of southern connections that create alternative routes for freight, emergency responders, and motorists to alleviate congestion in the urban core including US 2/52 and US 83/Broadway.

While the project team has evaluated many alternatives, the implementation strategies that follow will focus on programming needs and phasing for one alternative while continuing to note other feasible alternatives that should be carried into the environmental document phase of project development. The implementation plan was derived based on input from key factors: **Technical Analysis, Technical Advisory Committee Feedback, and Stakeholder Feedback**. This methodology has allowed the project team to balance voices and analysis into a concise, easy-to-follow playbook for connections in the project area.

This study was built using the FHWA Planning and Environmental Linkages (PEL) approach. Planning and Environment Linkages (PEL) represents a collaborative and integrated approach to transportation decision-making that 1) considers environmental, community, and economic goals early in the transportation planning process, and 2) uses the information, analysis, and products developed during planning to inform the environmental review process. The benefits of the PEL process are improved relationship-building, improved project delivery timeframes, and

on-the-ground outcome benefits. This process started with the environmental review, advanced into the Purpose and Need Statement to guide alternative development and refinement, and concludes within the implementation plan, where environmental next steps are provided to fulfill the vision.

Figure 1: Implementation Strategy





PAVING THE WAY FOR A MULTIMODAL NETWORK

From its onset, project team members, the Technical Advisory Committee, and stakeholders wanted to avoid the terminology of bypass, freight routes, or reliever route. The proposed roadways will, as insinuated by the name of the project, be connections. The alternatives proposed are intended to provide a network of automotive, freight, emergency responders, agricultural travel, bicycle, and pedestrian improvements that support a growing region. To improve connectivity, the implementation plan strives to prioritize improvements based on weighing connectivity, costs, the ability to support future growth in the study area, and environmental impacts.

Figure 2: Implementation Criteria

	Logical Connectivity and Utility of Improvements	Routes that utilize, extend or continue existing travel routes, or connect critical roadways and destinations are positively valued
	Costs and Programming Likelihood	A fiscally constrained plan will consider project costs, funding availability, and the likelihood that supporting government entities will enact planned improvements
	Growth Needs (i.e., hospital)	As growth continues in the project area, roadway connections will support ongoing residential, commercial, industrial, and agricultural uses
	Environmental Challenges	To minimize impacts and mitigation efforts, considering environmental concerns is essential to project feasibility

A BALANCED APPROACH

Listening to feedback through the project, the Implementation Plan developed balances needs and concerns by using a hybrid approach of the developed alternatives. Residents along each corridor expressed concerns about increased truck traffic or large influxes of vehicles along traditionally low volume roadways. By utilizing multiple connections as outlined in this plan, we can make the same critical connections required for regional success while reducing impacts on individual roadways. With this strategy, the proposed 30th Street South connection will carry local traffic, minimizing total volume increases on County Road 17. Whereas, an improved County Road 17 alignment will provide a safe alternative route for regional agricultural traffic, minimizing truck movements on 30th Street South. Each of these improvements are projected to have both local and regional benefits.

FUTURE NETWORK REQUIRED

Most feedback received during the study reflects an understanding from stakeholders and the public that growth in the study area will necessitate future connections. The majority of public respondents support some form of improvement. Continued growth in the region like the new Trinity Hospital will cause increased travel demand on roadways like County Road 17 immediately. Communities such as Burlington, Des Lacs, Berthold, and others will immediately use County Road 17 as the primary route to the hospital upon its completion. Input from emergency services stated that safe and reliable travel on these “Near Minot” connections is vital to ambulance, police, and fire protection. County Road 17 will require immediate safety improvements to



address the influx of traffic expected from future southern Minot development.

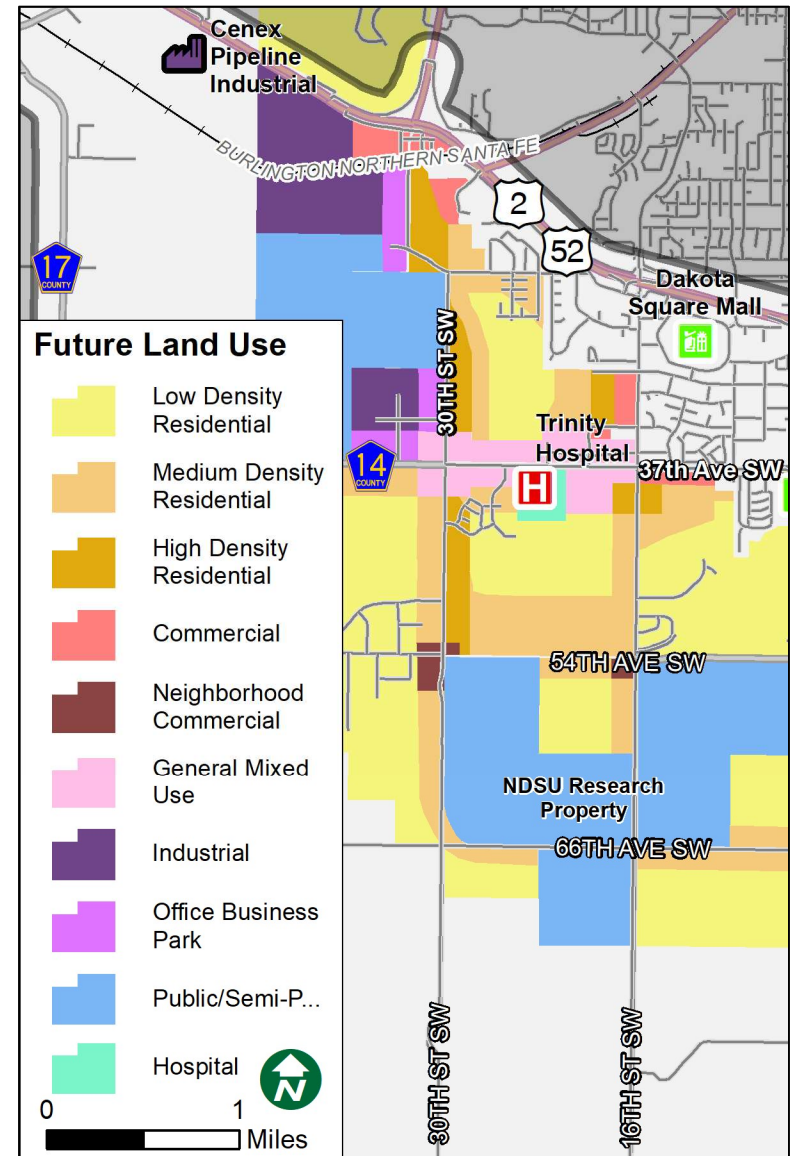
30th Street South has already experienced traffic increases from increased development. Improvements in the region of the hospital include residential, commercial, and industrial developments. This region is well within the City of Minot's growth plan, and the City's Future Land Use Plan calls for continued growth into the future with high density residential, office business park, and industrial uses among intended development on this future vital roadway. Poor roadway connections south of County Road 14 will make this north-south connection at 30th Street Southwest a short-term need for improvements.

16th Street Southwest in Southwest Minot has an Average Daily Traffic of nearly 20,000 vehicles per day and presently provides the westernmost Highway 2 North-South crossing. It would be probable, with development occurring in Southwest Minot, that traffic will increase on this roadway. A detailed analysis of the corridor would likely further highlight the benefits of additional North-South connections to the west of 16th Street Southwest.

Figure 4: New Trinity Hospital Site



Figure 3: Expected Development Along 30th Street South



II. Implementation Phases

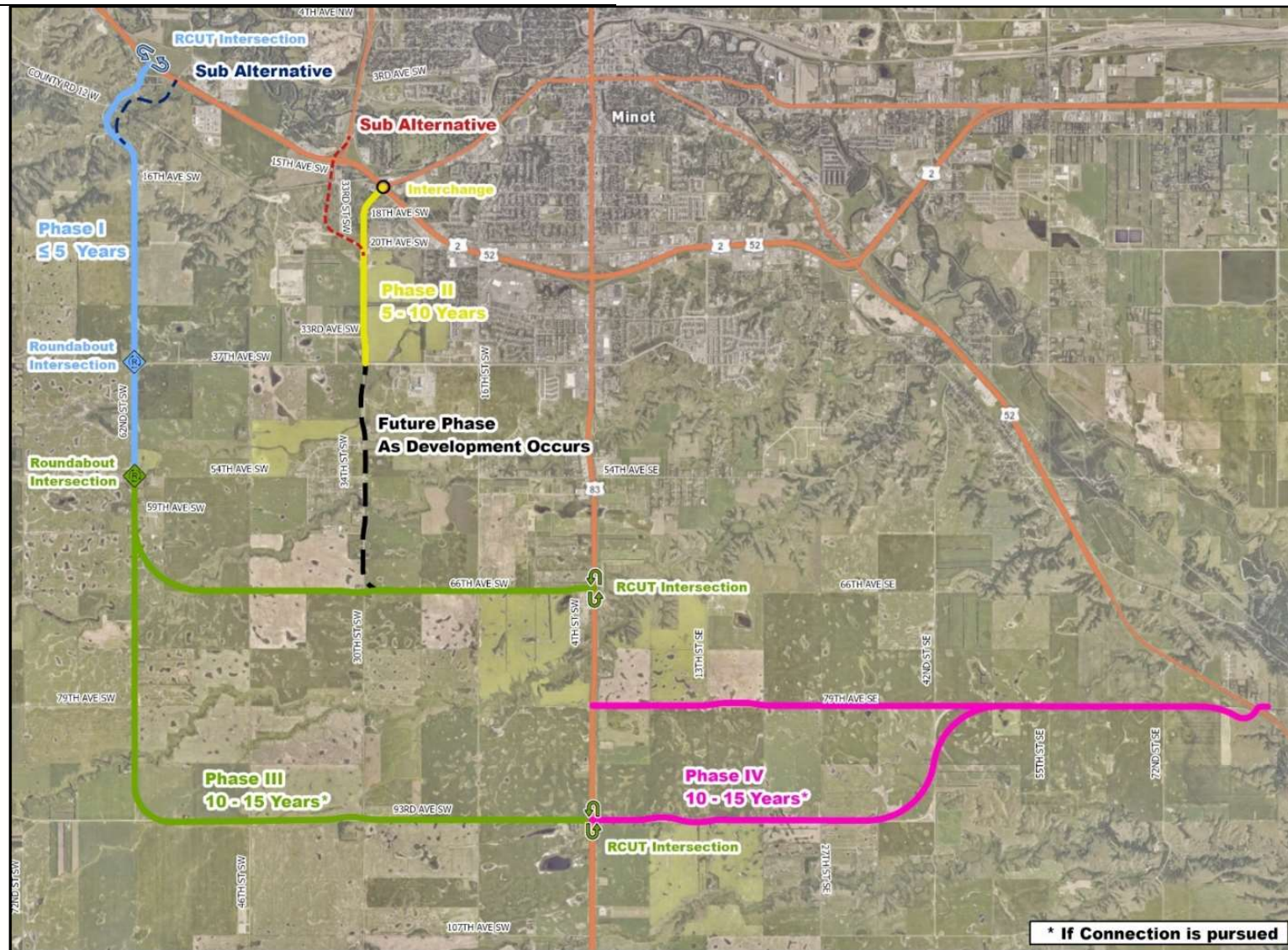


Figure 6: Implementation Phases



When and Why

When

- Short-term: Within next 5 years

Why

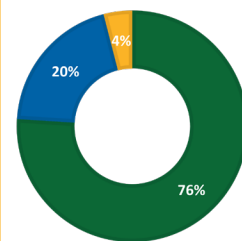
Region:

- Improved regional connectivity to the hospital
- Improved intersection operations at existing regional intersection
- Potential to reduce freight delays and crash potential through busy urban area
- By 2045, this concept, in combination with the Connector Corridor Vision is expected to accrue nearly \$4M annual in translated regional delay and crash reduction benefits. Much of this is concentrated within the limits of this project.

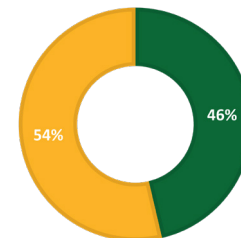
Locals:

- Reduced delays and improved safety at the US 2/52 intersection and CR 14 intersection.
- Designed to improve roadways that will naturally carry increased traffic volumes to the hospital and Minot's primary growth area.
- Roadway improvements allow for softening of horizontal and vertical curvature between CR 12 and 16th Avenue SW, one of the highest crash rate areas in the region.
- Opportunity to accentuate and protect with better roadway design and guardrails, the Trestle Bridge for its historic and aesthetic value.

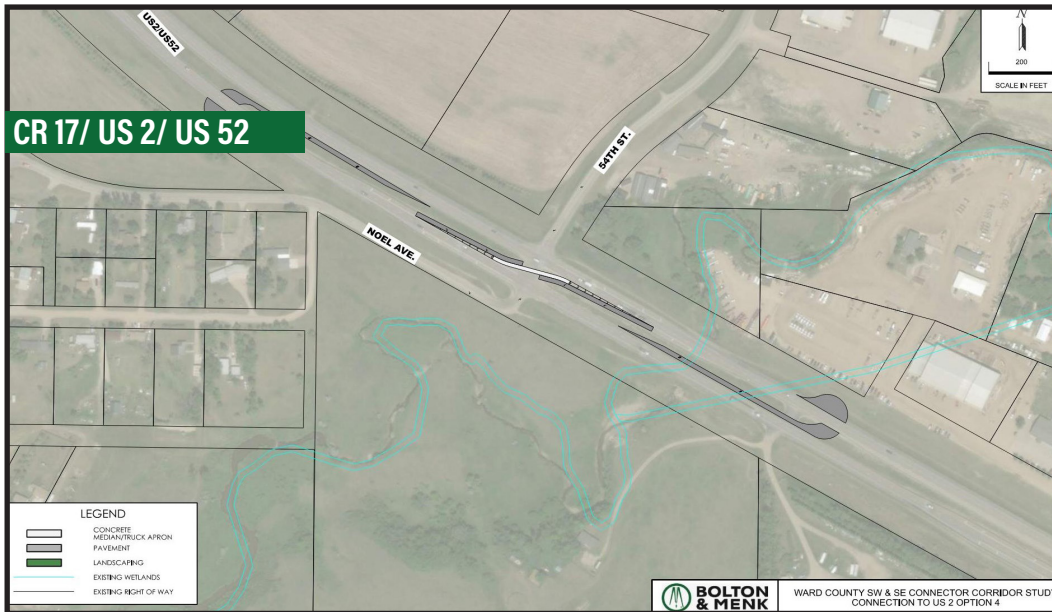
Public Support



- Supportive of a Particular Route
- Not Supportive of Any Routes
- Supportive of All Routes



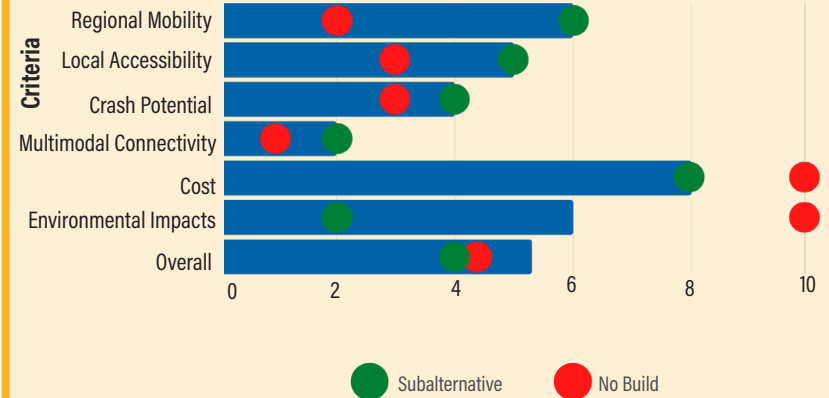
- Base Alternative
- Subalternative



Project
Cost

\$ 25-30 M

Technical Findings



Next Steps

Programming

- Work with NDDOT to get project into the Statewide Transportation Improvement Program (STIP)
- Highway Safety Improvement Program for intersection and railroad trestle guardrail improvements
- Ward County Highway Sales Tax Fund for roadway improvements

Preservation

- Need to preserve the proposed alignment to avoid continued and future impacts.
- Begin Right-of-way purchase and negotiations as soon as possible to begin project development.

Environmental Analysis

- Once a project (or part of a project) is programmed, begin the formal NEPA process.
- Critical to preserve and enhance the railroad trestle, not negatively impact it.
- Continued coordination with residents to address traffic concerns

- Consider pairing Phase I and Phase II in INFRA/Rural Surface Transportation solicitation
- United States Department of Defense Missile Access Road Funds for County Road 14 (Designated Route) intersection safety improvements

- Actively manage future access requests along this corridor.

- Conduct Wetland Delineation to further refine alternatives.
- Conduct noise analysis particularly for increased noise associated with downhill freight's potential noise impacts to nearby residences
- Complete further analysis of cultural resources to ensure concept does not have any fatal flaws.

Alternatives



- Do Nothing
- Alternate Routing Concept Connecting to US 2/52 (Concept 1B)
- Continuous T-Intersection at US 2/52
- Turn Lane Improvements at County Road 14



When and Why

When

- Short-term: Within next 5-10 years

Why

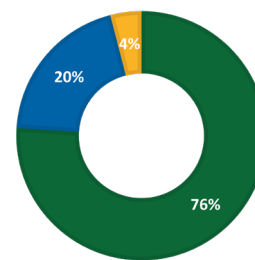
Region:

- Improved police, ambulance, and fire protection through unlocking a major portion of Minot's growth area and improving access to the hospital.
- Major congestion benefits to US highway system and 16th Street South
- Elimination of one of the highest crash intersections in the region (Burdick Expressway) and major exposure reductions to the primary regional crash areas.
- By 2045, this concept, in combination with the Connector Corridor Vision is expected to accrue more than \$8M annual in translated regional delay and crash reduction benefits. Much of this is concentrated within the limits of this project.

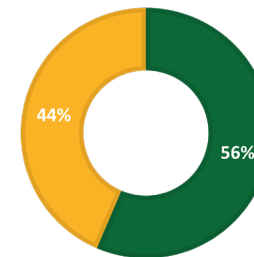
Locals:

- Improved connectivity to hospital, north Minot, and downtown via Burdick Expressway improvement
- Improved roadways enhancements to 30th Avenue to support regional growth
- Improved facilities to provide bicycle and pedestrian connections across Highway 2/52 to southern Minot

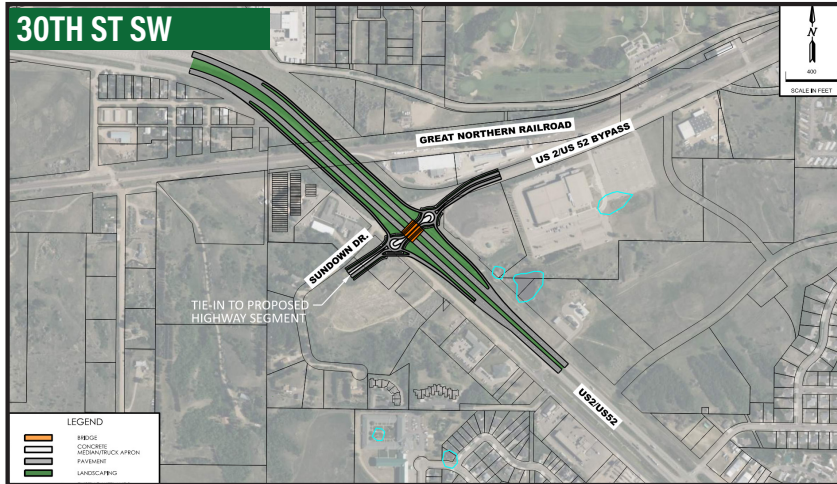
Public Support



- Supportive of a Particular Route
- Not Supportive of Any Routes
- Supportive of All Routes



- Base Alternative
- Subalternative



Next Steps

Programming

- Joint contributions with NDDOT, Ward County, and City of Minot
- Position for grant funding
 - Accentuate economic competitiveness and opportunity, partnership, environmental sustainability, and safety (grade separated intersection) to target federal grants (RAISE)
 - Identify opportunities to highlight connections created for Areas of Persistent Poverty or Historically Disadvantaged Communities providing economic opportunity.
 - Target INFRA/Rural Surface Transportation Program Solicitation as this project benefits the National Highway System
- Consider Safe Streets and Roads for All (SS4A) Grant Program with multimodal connection from downtown Minot to hospital and commercial areas south of US 2 and intersection safety benefits.
- Recommend pairing with Phase I HSIP projects.
- Position for Transportation Alternative program for bicycle/pedestrian facilities
- Future Study
 - Conduct analysis of congestion and safety issues along 16th Street to further understand overall north-south arterial needs in Minot. Feedback throughout the study indicates that this is likely to increase the benefit to cost ratio of this project.

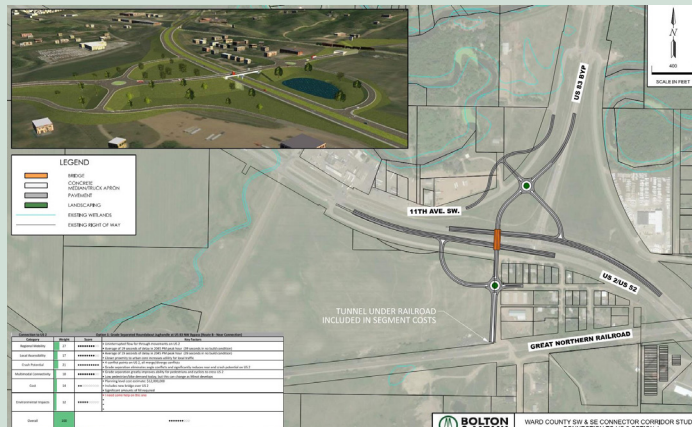
Preservation

- Need to preserve the proposed alignment to avoid continued and future impacts.
- Discuss future jurisdictional ownership of this future arterial. Likely to become a City of Minot arterial.
- Actively manage future access requests along this corridor.
- With on-going development in the region, work with City of Minot on jurisdictional transfer of existing township roadways

Environmental Analysis

- Continued coordination with the local neighborhoods in this area to ease traffic concerns
- Shovel ready projects increase the potential for grant awards. Consider a tiered environmental document where portions of the project are programmed to facilitate project advancement. This will be critical to narrow the focus of the project as the various sub-alternatives have notable differences in terms of cost and constructibility.

Alternatives



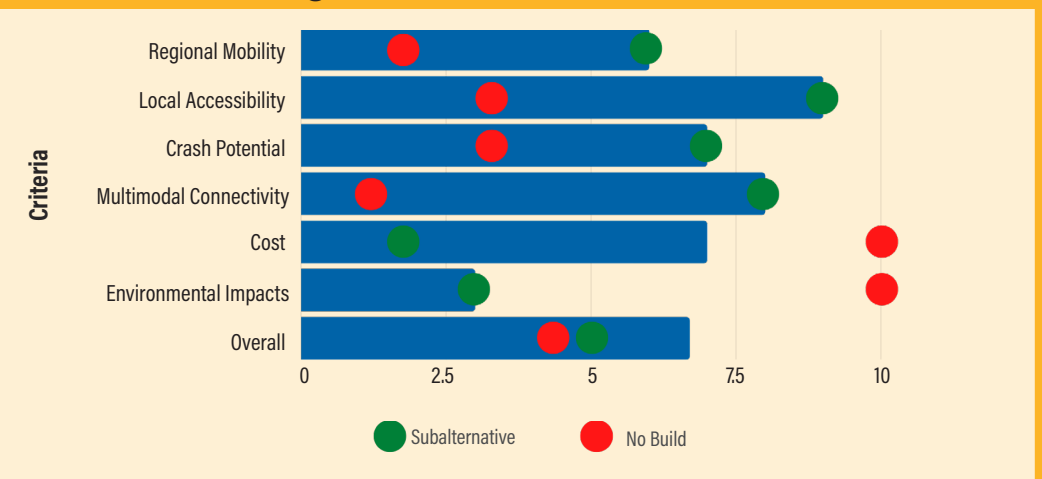
- Do Nothing
- Alignment connecting to the NW Bypass along with interchange at this intersection
- Phased capacity approach (3 lane to 5 lane)
- Alternative single point urban interchange design concepts (i.e., signalized)

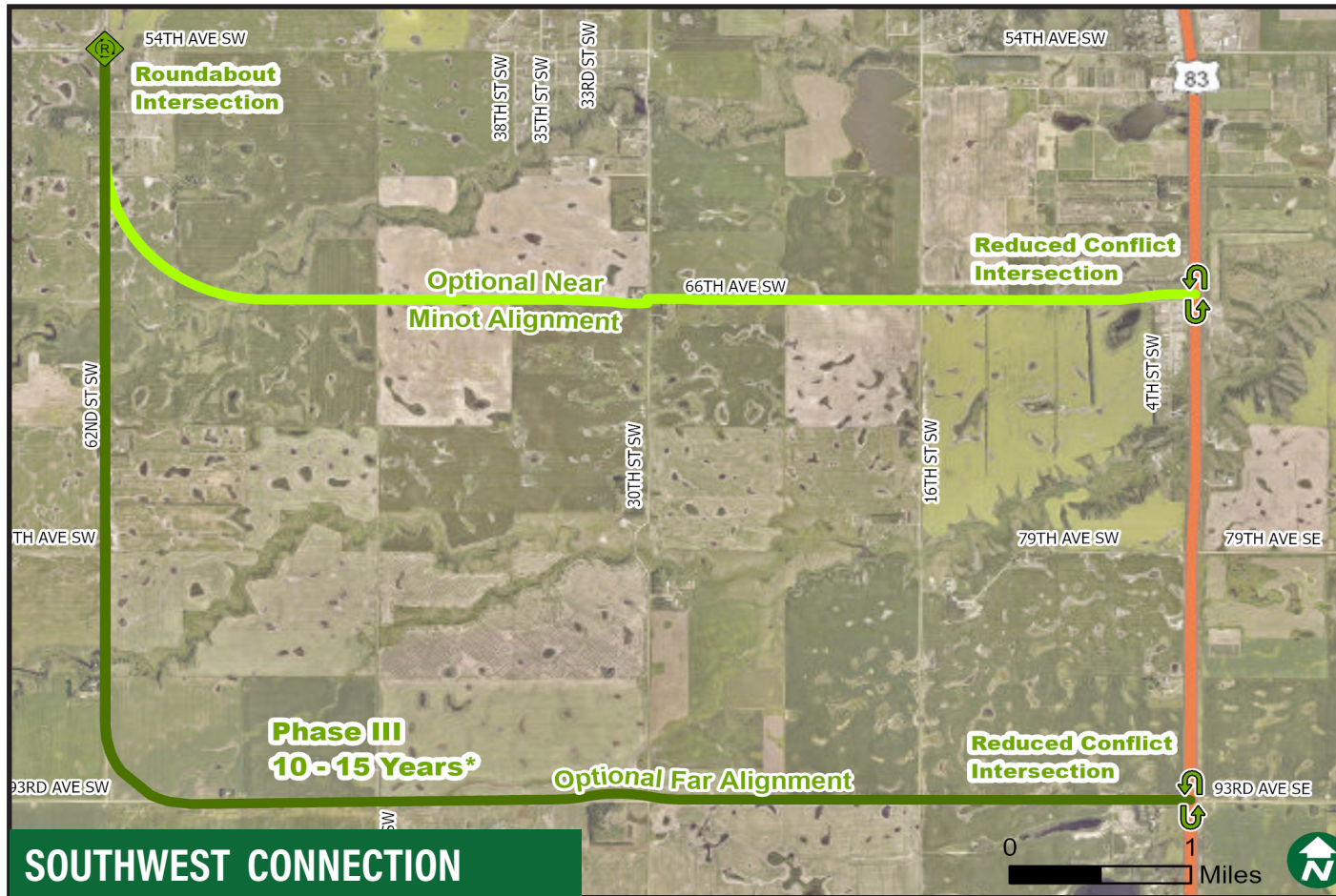
Project Cost



Base Alternative: 55-60 M
Subalternative: 100-110 M

Technical Findings





When and Why

When

- Mid-term: 10-15 years

Why

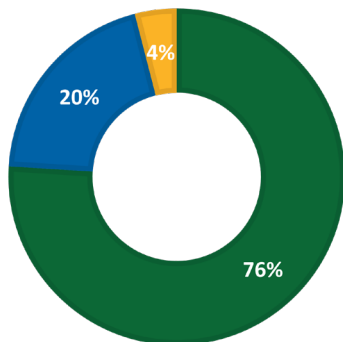
Region:

- Provides valuable east-west By Legal Weight connection for freight and agricultural users from US2/52 to US 83
- Potential to reduce freight delays and crash potential through busy urban areas
- These routes are expected to move around 2,400 new vehicles (540 trucks) on opening day and 3,300 new vehicles (950 trucks) by 2045 but deviation is expected by route and realized growth.

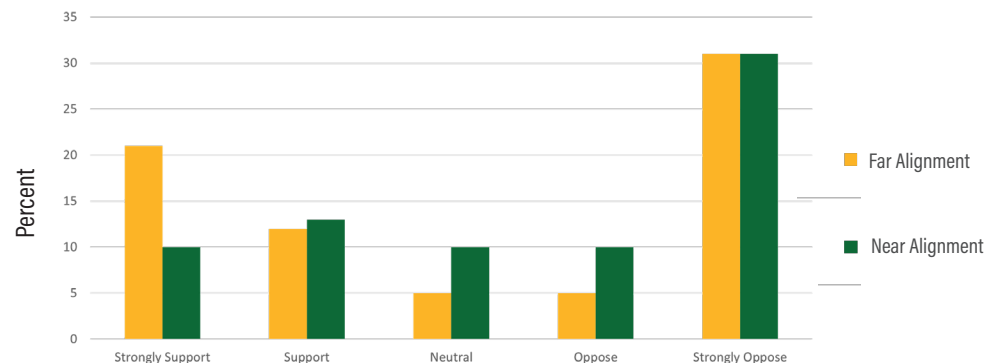
Locals:

- Improved intersection operations at existing regional intersections at County Road 14 and US 83.
- Upgrades to local roadway system that is currently gravel on 66th Avenue and 93rd Avenue without local investment.
- Opportunity for pedestrian and bicycle connections.

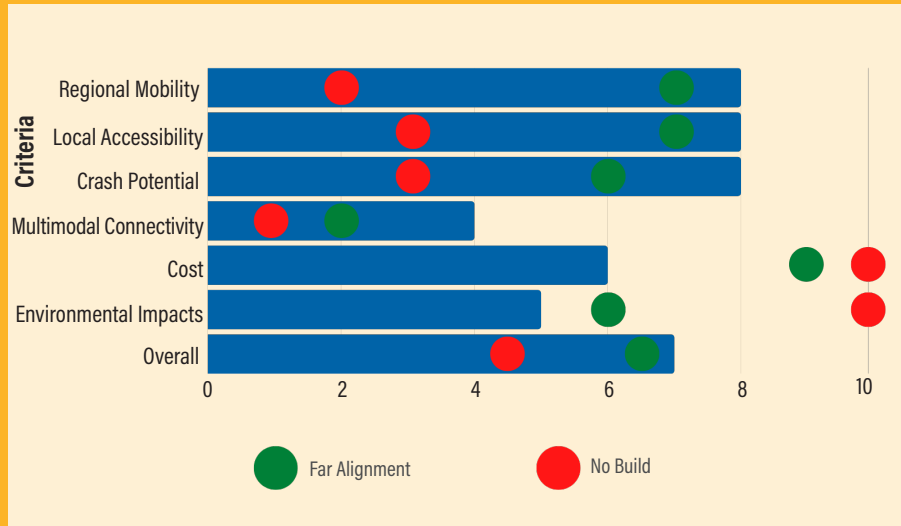
Public Support



- Supportive of a Particular Route
- Not Supportive of Any Routes
- Supportive of All Routes



Technical Findings - Near Alignment (66th Ave S)



Next Steps

- Preserve Right-of-Way and protect against future development encroachments along the route.
- As Phases I and II are completed, revisit the vision for the Connector Corridor to determine if the Southwest Connection is still needed and desired.
- Reengage the public on the decision to complete the SW Connector Corridor Vision.
- Highway Safety Improvement Program for intersection improvements.
- Ward County Highway Sales Tax Fund for roadway improvements.
- Position project for US DOT Rural Opportunities to Use Transportation for Economic Success (Routes) by accentuating the benefits of commodity access to markets.
- Actively manage future access requests along this corridor.

Alternatives



- Do Nothing
- Turn Lane Improvements at County Road 14
- Alignment Along 66th Avenue
- Alignment Along 93rd Avenue
- Traffic Signal at 66th Avenue and US 83
- Roundabout at 93rd Avenue and US 83

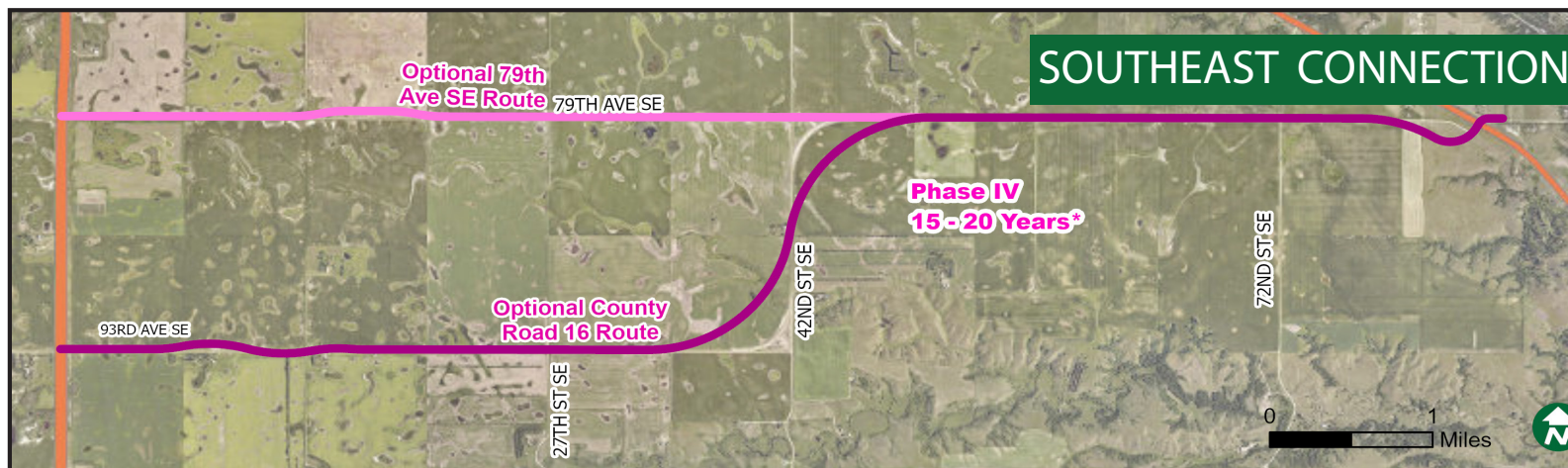
Project Cost

\$ 35-40 M



Next Steps

- Preserve Right-of-Way and protect against future development encroachments along the route
- As Phase III is completed, revisit the vision for the Connector Corridor to determine if the Southeast Connection is still needed and desired.
- Actively manage future access requests along this corridor.



When and Why

When

- Long-term: 15-20 years

Why

Region:

- Completes a full southern connection which nearly doubles the utility of the SW Connector by allowing for traffic to connect from US 2/52 west of Minot to US 52 Southeast of Minot.
- Potential to reduce freight delays and crash potential through busy urban area
- With connectivity to the SW Connector, this route is expected to add an additional 1,320 vehicles (420 trucks) by 2040. Those numbers would be closer to 380 vehicles (100 trucks) if this concept were built sooner.
- Provide vital east-west By Legal Weight freight route supporting agricultural and freight users.

Closes 16-mile gap in east-west freight routes that connect US Highway 83 and US 52.

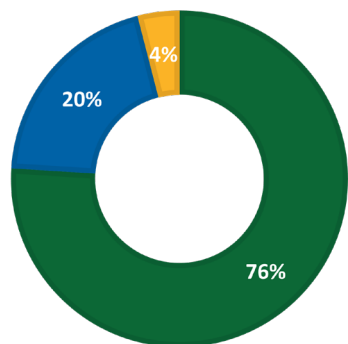
Locals:

- Provides further roadway improvements to County Road 16 or new connectivity to the properties along 79th Avenue SE, which currently do not have a roadway.
- Improved safety at existing intersections
- Opportunity for pedestrian and bicycle improvements.

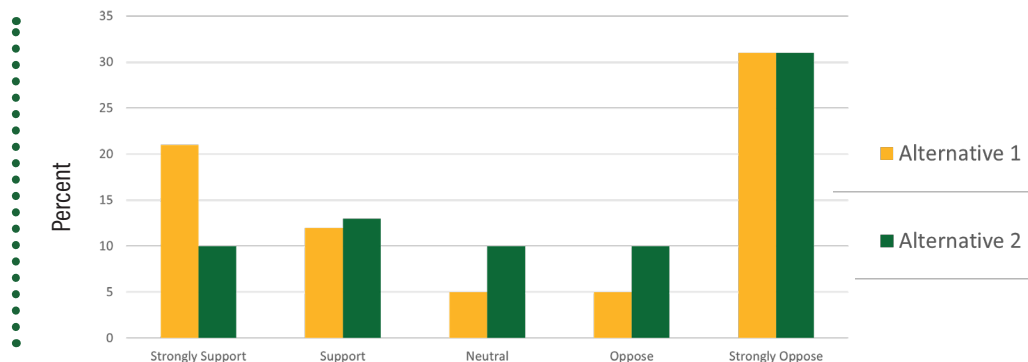
Project Cost

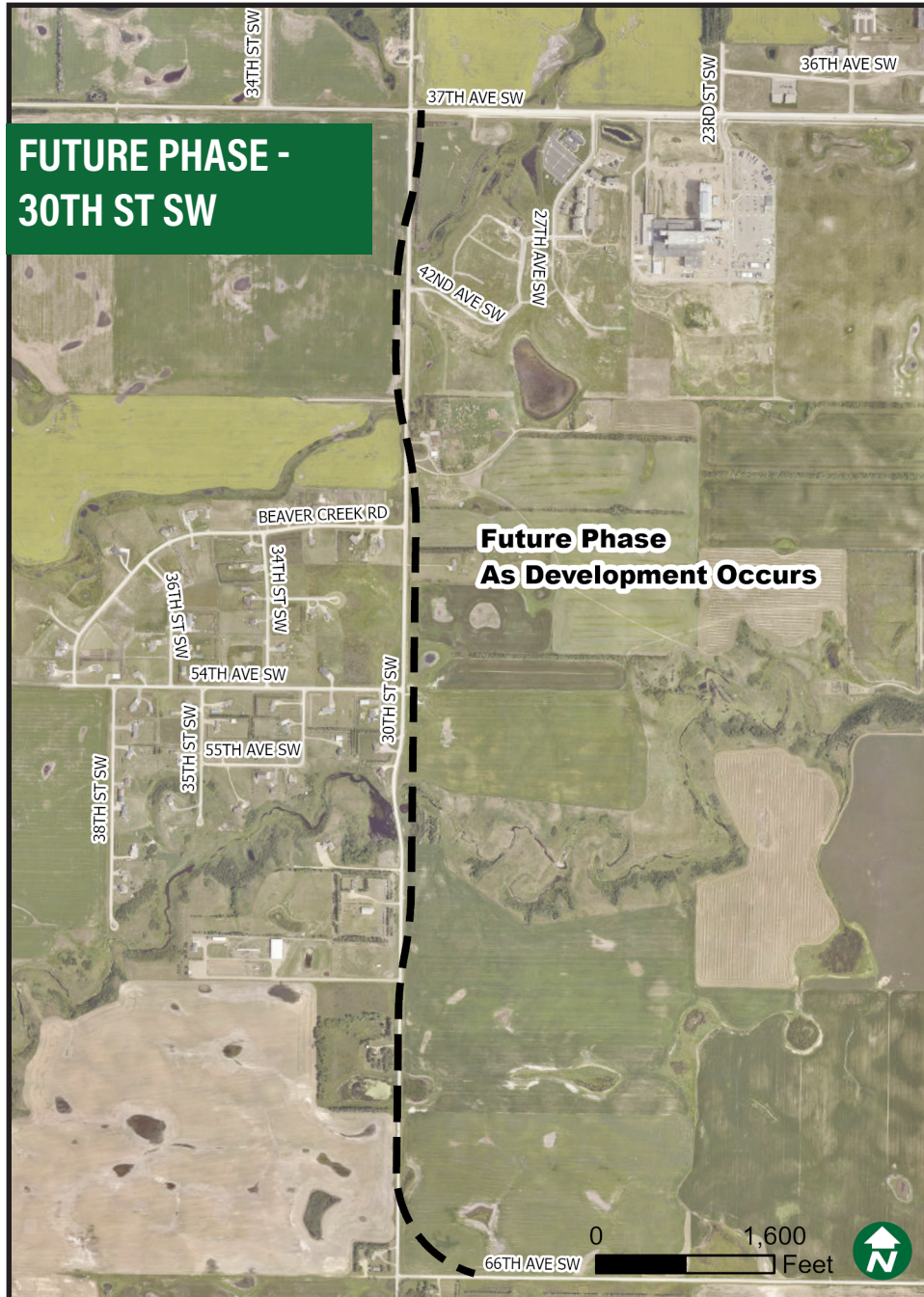
**\$35-
\$40 M**

Public Support



- Supportive of a Particular Route
- Not Supportive of Any Routes
- Supportive of All Routes





When and Why

When

- As local development impacts travel demand on County Road 17 a natural connection may be required from County Road 14 north-south connecting Phase II and Phase II improvements. Local growth may naturally make this connection to the connector corridor route.

Why

Region:

- Provide a north-south connection from County Road 14 to a potentially constructed Phase III southwest connection
- This connection unlocks the US Highway system to the south and east.

Locals:

- 30th Street Southwest South of County Road 14 has historically been difficult to maintain. A future roadway improvement on this corridor can provide improved driving conditions for rural developments such as Beaver Creek.

Next Steps

- Preserve Right-of-Way and protect against future development encroachments along the route
- Actively manage future access requests along this corridor.



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: December 2, 2024

**SUBJECT: ACCEPT 2025 LOTTERY GRANT AWARD FOR THE WARD COUNTY
NARCOTICS TASK FORCE**

I. RECOMMENDED ACTION

It is recommended City Council accept the 2025 JAG Lottery grant; authorize the Mayor and Finance Director to sign any applicable documents; and approve the budget amendment on first reading.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The Ward County Narcotics Task Force (WCNTF) is a multi-jurisdictional entity comprised of officers from the Minot Police Department, Ward County Sheriff's Office, ND Bureau of Criminal Investigation (BCI), Homeland Security Investigation (HSI) and the North Dakota National Guard. The primary task of the WCNTF is to reduce the availability of illegal drugs in Ward County and the surrounding area. The WCNTF accomplished its goals by sharing resources, documenting and processing intelligence information, aggressive enforcement activities, and working closely with the federal, state and local government agencies. Goals are also met by establishing working relationships with area merchants, the general public, and providing drug awareness education.

B. Proposed Project

The WCNTF continues to experience an evolution in drug activity. High grade marijuana is the norm now as are methamphetamine, cocaine, ecstasy, heroin and prescription pills and unfortunately, fentanyl. They have been seizing and/or buying large quantities of all these drugs. They have also experienced seizures of fentanyl in our area and had to deal with several opiate overdoses, many of which resulted in death. The cases are becoming an every day occurrence. The JAG lottery grant helps offset the operations of the WCNTF so they can continue their current efforts.

C. Recommendation Detail

It is recommended City Council accept the 2025 JAG Lottery grant for the Ward County Narcotics Task Force in the amount of \$116,687.00; authorize the Mayor and Finance Director to sign any applicable documents; and approve a budget amendment on first reading to appropriate the grant revenues and expenditures.

IV. IMPACT

A. Aspirations

Safe & Welcoming: By accepting the JAG lottery grant, funds will be provided to the WCNTF for them to continue their efforts of reducing the availability of illegal drugs in Ward County and surrounding areas.

B. Service/Delivery Impact:

In 2023, the WCNTF seized 15,130 fentanyl tablets, along with 1,221 grams of fentanyl powder. At the time of the grant application in August 2024, cocaine and hallucinogens were on the rise in the area. The impact this task force has on the community is important and their efforts must continue to bring drug awareness education and drive down the illegal drug use in our community.

C. Fiscal Impact

The 2025 JAG lottery grant is a 100% cost share through the ND Office of the Attorney General. There is no local match required in the grant. Due to the supplanting requirements, these costs were not originally included in the 2025 budget so a budget amendment is proposed with the acceptance of the grant.

Project Costs

Supplies	\$5,000.00
Rent	27,000.00
Communications	5,000.00
Fuel/Oil/Vehicle	14,500.00
Maintenance	
Equipment Rent/Lease	52,723.00
Travel/Training	7,700.00
Other	4,764.00
Total	\$116,687.00

Project Funding

North Dakota JAG Lottery
Grant Funds - \$116,687.00

VI. ALTERNATIVES

N/A



STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL
www.attorneygeneral.nd.gov
(701) 328-2210

Drew H. Wrigley
ATTORNEY GENERAL

November 21, 2024

S/A Craig Sandusky
NDBCI/WCNTF
3416 N Broadway
Minot, ND 58703

Dear S/A Sandusky,

Your agency has been awarded \$116,687 in Multijurisdictional Task Force Lottery funds for the calendar year 2025 to be used towards your agency's approved project.

To accept this award, please review, complete, sign, and return the enclosed documents (listed below) to the Office of Attorney General by Friday, December 13, 2024:

1. Grant Award and Acceptance
2. Budget Detail
3. Non-Supplanting Certification
4. Contact Information Document
5. Certified Conditions

**Please be sure to retain a copy of the above documents for your grant file.*

Carefully review all of the award documents. Reimbursements will only be paid via electronic funds transfer. Funds will not be disbursed until these forms have been completed, signed, and returned to:

ND Office of Attorney General
Grants Management Division
Attention: Mary Morrell
600 E. Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040

You may also choose to email the signed forms to: mjmorrell@nd.gov

Please take note of the following information contained in the award documents:

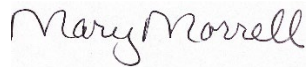
- Your project period is January 1, 2025 - December 31, 2025.
- Cannot spend or commit funds until January 1, 2025.
- The total amount of the funds awarded by the Drug and Violent Crime Policy Board has been inserted on the Grant Award and Acceptance Form.

- Projects are required to commence within 60 days of the scheduled beginning date.
- The Budget Summary has been completed according to recommendations made by the Drug and Violent Crime Policy Board. Any expenditure not in compliance with this Budget Summary will be considered unallowable and will not be reimbursed without prior approval.
- Please be sure to review the Special Condition/Funding Restriction Section to determine if special conditions and/or funding restrictions are attached to the grant award.
- The certified conditions in this document need to be reviewed and followed to stay in compliance with state regulations. The project director, authorized official, and fiscal officer must sign this certification indicating that they have read, understood, and agreed to abide by all the conditions pertaining to the administration of this grant award.

Reimbursements will be issued following the submission and approval of subrecipient Summary Financial Reports (SFR).

We look forward to working with you on this project. If you have any questions or require additional information, please call me at (701) 328-5507.

Sincerely,



Mary Morrell
Grants/Contracts Officer

MM/gb

Enclosures: Grant Award and Acceptance
 Budget Detail
 Non-Supplanting Certification
 Contact Information Document
 Certified Conditions



GRANT AWARD AND ACCEPTANCE
North Dakota Multijurisdictional Task Force Lottery Program
OFFICE OF ATTORNEY GENERAL
11/2017

The North Dakota Office of Attorney General has approved a grant of state funds under the following conditions:

Subgrantee City of Minot	Unique Entity Identifier D33RGAW88JU9	Grant Number LOT2512	
Implementing Agency Ward County Narcotics Task Force			
Project Director Craig Sandusky	Title S/A	Email CS423@nd.gov	Phone 701-720-6110
Fiscal Officer David Lakefield	Title Finance Director	Email finance@minotnd.org	Phone 701-857-4784
Project Period January 1, 2025 – December 31, 2025			

AWARD SUMMARY				
ITEM	PROJECT COST	SOURCE OF FUNDS		PERCENTAGE
Personnel		STATE	\$116,687.00	
Operating	\$116,687			
Equipment				
TOTAL	\$116,687	TOTAL	\$116,687.00	100%

GENERAL AND SPECIAL CONDITIONS

Cannot spend or commit funds until January 1, 2025.

The terms and conditions of this grant are outlined above and on the attached pages.

Date Awarded November 20, 2024	Signature of Attorney General or Designee <i>Becky Keller</i>	Printed Name and Title Becky Keller, Director of Finance and Administration
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ACCEPTANCE

The subgrantee and implementing agency accept this grant and promises to comply with all general and special conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth in the certified conditions.

Signature of Authorized Official	Print Name and Title	Date Accepted
Signature of Project Director	Print Name and Title	Date Accepted
Signature of Fiscal Officer	Print Name and Title	Date Accepted



BUDGET DETAIL
ND Multijurisdictional Task Force Lottery Program
Office of Attorney General

Grant # LOT2512

Recipient: City of Minot
Implementing Agency: Ward County Narcotics Task Force
Contact Name (P.D.): Craig Sandusky
Email (PD): cs423@nd.gov

CY2025 Request Detail

CY2025 Approved Budget

Operating					Approved	Denied	Operating				
Item	Qty	Unit	\$/Unit	Total			Item	Qty	Unit	\$/Unit	Total
Supplies					x		Supplies				
General office and investigative supplies	1	year	5,000.00	5,000.00	x		General office and investigative supplies	1.00	year	5,000.00	5,000.00
Total Supplies				5,000.00			Total Supplies			\$ 5,000.00	
Rent					x		Rent				
Office space	1	year	27,000.00	27,000.00	x		Office space	1.00	year	27,000.00	27,000.00
Total Rent				27,000.00			Total Rent			\$ 27,000.00	
Communications					x		Communications				
6 cell phones	12	month	375.00	4,500.00	x		6 cell phones	12.00	month	375.00	4,500.00
Misc repairs or replacement (phones & radios)	1	year	500.00	500.00	x		Misc repairs or replacement (phones & radios)	1.00	year	500.00	500.00
Total Communications				5,000.00			Total Communications			\$ 5,000.00	
Fuel/Oil/Vehicle Maintenance					x		Fuel/Oil/Vehicle Maintenance				
Fuel/Oil (5 vehicles)	1	year	13,500.00	13,500.00	x		Fuel/Oil (5 vehicles)	1.00	year	13,500.00	13,500.00
Other Repairs (5 vehicles)	1	year	1,000.00	1,000.00	x		Other Repairs (5 vehicles)	1.00	year	1,000.00	1,000.00
Total Fuel/Oil/Vehicle Maintenance				14,500.00			Total Fuel/Oil/Vehicle Maintenance			\$ 14,500.00	
Equipment Rent/Lease					x		Equipment Rent/Lease				
5 TFO Vehicles	1	year	39,000.00	39,000.00	x		5 TFO Vehicles	1.00	year	39,000.00	39,000.00
Kinetic Breaching Tool (BKT3-1000)	1	each	13,723.00	13,723.00	x		Kinetic Breaching Tool (BKT3-1000)	1.00	each	13,723.00	13,723.00
Total Equipment Rent/Lease				52,723.00			Total Equipment Rent/Lease			\$ 52,723.00	
Travel/Training					x		Travel/Training				
NDBCI Drug Basic (2 week)	2	staff	1,400.00	2,800.00	x		NDBCI Drug Basic (2 week)	2.00	staff	1,400.00	2,800.00
NDBCI Basic Criminal Investigation	2	staff	1,400.00	2,800.00	x		NDBCI Basic Criminal Investigation	2.00	staff	1,400.00	2,800.00
NDBCI Advanced Criminal Investigation	3	staff	700.00	2,100.00	x		NDBCI Advanced Criminal Investigation	3.00	staff	700.00	2,100.00
Total Travel/Training				7,700.00			Total Travel/Training			\$ 7,700.00	
Other					x		Other				
TaticTrack 25 device	3	each	749.00	2,247.00	x		TaticTrack 25 device	3.00	each	749.00	2,247.00
service fee per year per tracking device	3	each	499.00	1,497.00	x		service fee per year per tracking device	3.00	each	499.00	1,497.00
Tire deflation devices	6	each	170.00	1,020.00	x		Tire deflation devices	6.00	each	170.00	1,020.00
Total Other				4,764.00			Total Other			\$ 4,764.00	
Total Operating Requested				\$ 116,687.00			Total Operating Awarded			\$ 116,687.00	

Total Request Including Match **\$ 116,687.00**

Total Award Including Match **\$ 116,687.00**

Signature	Date
Authorized Official	
Signature	Date
Project Director	
Signature	Date
Fiscal Officer	



NON-SUPPLANTING CERTIFICATION
North Dakota Multijurisdictional Task Force Lottery Program
OFFICE OF ATTORNEY GENERAL

Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official	Print Name and Title	Date Accepted
Signature of Project Director	Print Name and Title	Date Accepted
Signature of Fiscal Officer	Print Name and Title	Date Accepted



CONTACT SHEET
North Dakota Multijurisdictional Task Force Lottery Program
OFFICE OF ATTORNEY GENERAL

CONTACT INFORMATION

PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS

Subgrantee: Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
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Subgrantee Mailing Address	City, State, Zip
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Contact Name	Telephone	Email
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Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency

Mailing Address	City, State, Zip
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Project Director & Title	Telephone	Email
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Fiscal Officer: Responsible for grant budgets, submits requests for reimbursement (SFR's). (May be the same as the project director)

Fiscal Officer	Title & Agency	Telephone	Email
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Person completing SFR (if not Fiscal Officer)	Title & Agency	Telephone	Email
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Mailing Address	City, State, Zip
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CERTIFIED CONDITIONS
North Dakota Multijurisdictional Task Force Lottery Program
OFFICE OF ATTORNEY GENERAL
11/2017

I. INTRODUCTION

Eligible Applicants

Multijurisdictional drug task forces operating within the state of North Dakota.

Subgrantee

Subgrantees are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian Tribes.

Implementing Agency

The implementing agency has direct responsibility for carrying out the activities of the grant (such as a police department or sheriff's office).

Authorized Official

The authorized official must have the legal authority to commit the subgrantee to a contract or other agreement. Examples are the mayor, city auditor, county auditor, director of the state agency, or Tribal Chairperson. Overall responsibility for the administration of the project rests with this individual.

Project Director

The project director has direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the Office of Attorney General.

Fiscal Officer

The fiscal officer prepares and submits all financial reports as required by the Office of Attorney General and has responsibility for the financial administration of the project.

II. PROJECT COMMENCEMENT

Project Spending/Committing of Funds

Cannot spend or commit funds until January 1, 2025.

Failure to Commence Project

If a project has not commenced operation within 60 days of the beginning project date, the project director will report, in writing, the steps taken to initiate the project, the reasons for

the delay, and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

If a project has not begun operation within 90 days of the beginning project date, the project director must submit a second written report updating the information supplied in the first report. If this report is not received, or if the Office of Attorney General (OAG) determines that the delay is not desirable, the project will be canceled.

III. COOPERATION

Subgrantee and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

IV. THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the OAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the subgrantee and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the subgrantee and implementing agency in the conduct of the project.

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

Subgrantee and implementing agency must obtain prior written authorization from the OAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application;
- B. Changes in the project director or key professional personnel identified in the approved application;
- C. Changes in the approved project budget as specified under financial conditions; and
- D. Grant extensions.

A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. In order to receive approval for an extension, financial and progress reports must be completed and submitted to the OAG.

VI. PROGRESS REPORTS

Subgrantees must submit Progress Reports to the OAG. Progress Reports have the following purposes:

- A. To determine if the subgrantee operated the project as agreed;

- B. To determine the outcome of the project;
- C. To develop data for criminal justice planning and the North Dakota Drug and Violent Crime Control Strategy;
- D. To help other agencies which might undertake a similar project; and
- E. To present information to Congress and the legislature.

Progress Report Requirements

Progress reports should include the following:

- A. Data and narrative showing the progress on meeting the project's goals and objectives;
- B. Project activities linked to the specific objectives of the project period; and
- C. Problems encountered.

Due Dates

Subgrantees must submit monthly Progress Reports. **Reports are to be based on that period's activities.** Progress Reports are due at the end of the month following the reporting period.

Failure to Submit the Progress Report

The OAG will not reimburse any expenditure if any Progress Report is outstanding. Failure to submit the Progress Reports may also result in the suspension of processing new or continuation projects.

VII. FINANCIAL MANAGEMENT

Accounting Requirements and Procedures

Subgrantee and implementing agency agree to establish financial accounting procedures to assure proper disbursement and accounting for all multijurisdictional task force lottery funds as well as required non-federal matching funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

- A. Separately account for the receipt of Multijurisdictional Task Force Lottery and matching funds under each grant awarded; and
- B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Non-Supplanting

The subgrantee and implementing agency agree that state funds made available through the Multijurisdictional Task Force Lottery Program must be used to supplement existing funds for program activities and cannot replace, or supplant, state, local, or other non-federal funds that have been appropriated for the same purpose.

Cash Match

The applicant assures that matching funds are non-federal dollars. All subgrantees must maintain records, which clearly show the source, the amount, and the timing of all matching contributions. Failure to provide the approved match will require you to refund the state funds to the Office of Attorney General.

Pre-Agreement Costs

The OAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the Grant Award and Acceptance will not be allowed.

Budget Deviation

All expenditures of the project must be in accordance with the detailed Budget Summary of the Grant Award and Acceptance. The OAG will not reimburse expenses which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in advance, in writing, to the OAG and will be considered on a case-by-case basis.

Unexpended Funds

Funds not expended for the specific purposes or conditions of the grant during the grant period must be returned to the Office of Attorney General. These funds will be awarded to applicants during the next grant award process.

Reimbursement/Allowable Expenses

OAG reimburses actual expenses on a quarterly basis unless otherwise agreed upon by the OAG and the subgrantee. The Summary Financial Report (known as the SFR) must be used to report all grant expenditures and a template will be provided to you. The report is required quarterly and must be submitted to OAG within 30 days following the end of the reporting period.

The SFR must show all project expenditures during the period of the report. Expenditures should be reported as actual amounts and must be accompanied by complete documentation as indicated below.

A. Personnel Expenditures

Includes: Salary, overtime, and benefits.

Documentation required: Hourly rates, copies of check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets may be reviewed during audits).

B. Operating Expenditures

Includes: Utilities, office supplies, travel expenses, training, etc.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids

and/or sole source documentation, or other supporting documentation. Note check number and payment date on supporting documentation.

C. Equipment

Includes: Tangible personal property having an acquisition cost of \$5,000 or more per unit and a useful life of more than one year.

Documentation required: Invoices, vouchers, receipts, purchase orders, bids and/or sole source documentation if necessary, or other supporting documentation. Note check number and payment date on supporting documentation.

D. Travel

Includes: Meals, lodging, mileage, and commercial transportation for travel approved in the subgrantee's application will be approved.

Documentation required: Sufficient detail must be submitted to support the claim. Include destination, purpose of travel, dates, and authorization.

Mileage, meals and lodging: Will be reimbursed at the local or state rate - whichever is lower; Or for out of state travel, GSA rates will prevail. Current State rates are as follows:

Meals: To receive reimbursement for meals you must document departure and arrival times, and you must travel a minimum of four (4) hours, which cover the following time frames:

<u>Meals</u>	<u>State Rate</u>
Breakfast (leave on or before 7:00 a.m.)	\$ 9.00
Lunch (11:00 a.m. - 6:00 p.m.)	\$14.00
Dinner (5:00 p.m. – 12:00 midnight)	\$22.00

E. Contracts, Leases, and Agreements

Consultant and contractual services, leases, and agreements must be supported by written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided. (Subgrantees must submit a copy of approved contracts, leases, or agreements before reimbursement will be made.)

Unallowable Expenses

Federal funds may not be expended for the following items:

- A. Items not part of the approved budget **unless** approved by the OAG
- B. Land acquisition
- C. Acquisition or construction of buildings
- D. Real estate mortgages or taxes, **unless** specifically provided for in the grant agreement
- E. Purchase of automobiles or other automotive vehicles **unless** provided for in the grant agreement
- F. Compensation to federal employees
- G. Travel of federal employees

- H. Military-type equipment
- I. Lobbying
- J. Fund raising
- K. Corporate formation
- L. Imputed interest
- M. Indirect (overhead) costs
- N. Bonuses, honoraria, or commissions
- O. Entertainment and related costs
- P. Social activities, i.e. sports, movies, etc.
- Q. Tips
- R. Bar charges/Alcoholic beverages
- S. Guns, ammunition, tasers
- T. Acquisition of Canines and/or canine expense, **unless** pre-approved for tactical team purposes.
- U. Unmanned Aircraft Systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Project Income and Interest

All interest or other income earned as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, asset forfeitures, etc.) must be reported on a Progress Report. Program income may be retained and used for any purpose that furthers the objectives of the project.

Program income from asset seizures and forfeitures is considered earned by the project at the time of seizure, and is available for use by the subgrantee upon forfeiture.

VIII. INSPECTION OF RECORDS

Retention of Records

Subgrantees must maintain their project file and financial records for three years after the close of the grant and completion of an audit.

Records Inspection

Subgrantee and implementing agency gives the Office of Attorney General or its representatives permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the Office of Attorney General or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

IX. PROCUREMENT

Level of Competition Required

All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, should be conducted in a manner so as to provide maximum open and free competition. Subgrantees must adhere to their local procurement policies and may be required to provide copies of such policies to OAG upon request.

X. EQUIPMENT

Equipment Inventory

Equipment having an acquisition cost of \$5,000 or more must be reported on the Project Equipment Inventory Report (provided by BCI) and submitted with the final Summary Financial Report and Expenditure Report for the grant period. The inventory should be itemized and include the following for each piece of equipment:

- A. Equipment description
- B. Brand name
- C. Model numbers
- D. Serial numbers
- E. Unit cost

Ownership of Equipment

Subgrantees and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subgrantee and implementing agency and must be used for criminal justice purposes.

Disposition

When equipment is no longer needed for criminal justice purposes, the subgrantee must contact the OAG for disposition instructions.

XI. OTHER APPLICABLE LAWS AND REGULATIONS

The subgrantee and implementing agency shall abide by all other state laws and regulations as may be applicable to the project and stipulated in the certified conditions issued by the Office of Attorney General.



CERTIFIED CONDITIONS Signature Page
North Dakota Multijurisdictional Task Force Lottery Program
OFFICE OF ATTORNEY GENERAL

I certify that the project proposed in this application meets all the requirements of the North Dakota Multijurisdictional Task Force Lottery Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above-certified conditions and agrees that the applicable conditions above will be followed.

Signature of Authorized Official

Date

Signature of Project Director

Date

Signature of Fiscal Officer

Date

Please retain a copy for your records and return the original with the other required award and acceptance documents to ND Office of Attorney General.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
WARD COUNTY NARCOTICS TASK FORCE EXPENDITURES AND REVENUES
FOR DEPARTMENT MATERIALS AND SUPPLIES, RENTALS, TELEPHONE
SERVICES, FUEL, VEHICLE MAINTENANCE, TRAVEL, EDUCATION AND
TRAINING, & OFFICE FURNITURE AND EQUIPMENT FOR THE FY2025
MULTIJURISDICTIONAL TASK FORCE LOTTERY FUNDS GRANT AWARD.**

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

- §1: Amend the 2025 annual budget to increase the Ward County Narcotics Task Force expenditures and revenue for department materials and supplies, rentals, telephone services, fuel, vehicle maintenance, travel, education and training, & office furniture and equipment for the FY2025 multijurisdictional Task Force Lottery Funds grant award:

10023000.46101	2025230001	\$5,000
10023000.44400	2025230001	79,723
10023000.45300	2025230001	5,000
10023000.46262	2025230001	13,500
10023000.44330	2025230001	1,000
10023000.45800	2025230001	3,850
10023000.45900	2025230001	3,850
10023000.46102	2025230001	4,764
10000000.33400	2025230001	116,687

- §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: Jesse Hoffart, Project Manager
Lance Meyer, City Engineer

DATE: December 2, 2024

**SUBJECT: 2025 WASHINGTON SAFE ROUTES TO SCHOOL CPM AGREEMENT
(4720)**

I. RECOMMENDED ACTION

It is recommended City Council approve the attached Cost, Participation & Maintenance agreement with the NDDOT and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Jesse Hoffart, Project Manager, 701-857-4117
Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

The 2025 Washington Safe Routes to School project was passed by Council in 2022 to move forward with design in 2024 and construction in 2025.

In 2010, a comprehensive study titled "Minot Safe Routes to School Study" was conducted for the City of Minot. The purpose of the study was to inventory existing safe routes to school for Minot elementary students and to identify and prioritize infrastructure improvements necessary to expand Minot's sidewalk networks surrounding schools.

The proposed project for 2025 follows the recommended safe route improvements listed in priorities 13 and 24 in the Minot Safe Routes to School Study.

B. Proposed Project

The proposed safe routes to school improvements include the following items:

- A 5-foot sidewalk placed on the north side of 17th Ave SE, from South Broadway to 2nd St SE

- A 5-foot sidewalk placed on the north and south side of 18th Ave SE, from 2nd St SE to 6th St SE.

C. Recommendation Detail

Agreeing to the Cost Participation, Construction & Maintenance (CPM) agreement with the NDDOT will allow the City to greatly improve the sidewalk network for students of Washington Elementary School. This sidewalk will be constructed at a lowered cost to the city taxpayers, as NDDOT will be paying for 80% of the construction costs.

IV. IMPACT

A. Aspirations

Safe and Welcoming: This project would improve the sidewalk network around Washington elementary school, allowing pedestrians a safe place to walk somewhere other than on the road.

Excellent and Connected: This project improves upon something that the citizens voted as a top priority in the most recent community survey: sidewalks.

B. Service/Delivery Impact:

The proposed 2025 Washington SRTS project will improve the ability for students to walk and bike to school. Additionally, this will allow a safe route for pedestrians and individuals with physical disabilities, as the proposed project will fill in a critical spatial sidewalk gap in the Washington neighborhood.

C. Fiscal Impact

The NDDOT Transportation Alternative Program requires matching funds from the awarded local government. Federal funds are to be applied at an 80% federal and 20% local cost share. 2025 Sales Tax Infrastructure Funds will be used by the City to fund construction of this project.

The engineer's estimated cost for construction the proposed 2025 Washington SRTS project is \$917,362.88

Project Costs

Construction Costs

NDDOT Construction Cost \$ 742,421.78
Share (80%)

Local Cost Share (20%) \$ 174,941.10

Easement Acquisition \$ 35,060.00
(Moore Engineering)

Easement Cost \$ 13,152.00

Construction Inspection \$ 175,000.00
(Consultant, estimated)

Total City of Minot Cost \$ 398,153.10

<u>Project Funding</u>	
2024 Sales Tax Infrastructure	\$ 48,212.00
2025 Sales Tax Infrastructure	\$ 349,941.10

VI. ALTERNATIVES

Council could choose not to approve the CPM Agreement. This would stop the project from moving forward.

MEMO TO: Chad Orn
Deputy Director of Planning

FROM: Pam Wenger
Local Government Division

DATE: 11/06/2024

SUBJECT: Cost Participation, Construction, and Maintenance (CPM) Agreement for
Project TAU-4-989(131) – PCN 23916 – Minot Washington Elementary
Project

Contract # 38241477

- The purpose of this agreement is to provide pedestrian facilities along 17th Avenue SW, 17th Avenue SE, & 18th Avenue SE in Minot for 0.31 miles.
- Estimated contract amount \$734,640.25 - 80.93% Federal Funds/19.07% LPA Funds with no Transportation Alternative (TA) limit.

Contract routing:

Pam Wenger – Contract Owner

Brandon Beise

Derek Pfeifer

Shannon Sauer

Minot City Officials

Legal

Chad Orn

Brandon Beise

38/pjw

NDDOT Contract No. 38241477

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Wenger, Pamela J.

Telephone: 701-328-4787

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.**FHWA Authorization date:****Project No. TAU-4-989(131) PCN: 23916 LPA: CITY OF MINOT****Location: WASHINGTON ELEMENTARY SRTS****Type of Improvement: PEDESTRIAN FACILITY****Length: 0.31**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Minot, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost. The total cost of the project is \$734,640.25, with the LPA's estimated share being \$140,095.90.

Additional Funding Clause
N/A

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
 - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - c. Tabulate the bids and send to the LPA.
 - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
 - a. Review bids to determine the lowest responsible bidder.
 - b. Execute the contract.
 - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
 - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
 - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
 - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
 - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical



entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.

2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.



5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

Lance Meyer
Minot City Engineer
1025 31st Street SE
Minot, ND 58701

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____
*

NAME (TYPE OR PRINT)

SIGNATURE

*
TITLE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

BB

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer

SIGNATURE

11/07/24

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE SS

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 10-22



Project TAU-4-989(131)

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 1-23



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments 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 Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-24



Certificate Of Completion

Envelope Id: D465CCC17DA8437EAE33993B8ACB9D2C

Status: Sent

Subject: Contract #38241477: Please DocuSign: Cost Participation, Construction & Maintenance Agreement

Contract Number: 38241477

PCN: 23916

Source Envelope:

Document Pages: 11

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 2

Pam Wenger

AutoNav: Enabled

608 E Boulevard Ave

Enveloped Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

pwenger@nd.gov

IP Address: 165.234.92.124

Record Tracking

Status: Original

Holder: Pam Wenger

Location: DocuSign

11/6/2024 3:01:52 PM

pwenger@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: DocuSign

Transportation CLOUD

Signer Events**Signature****Timestamp**

Brandon Beise



Sent: 11/6/2024 3:23:54 PM

bbeise@nd.gov

Viewed: 11/7/2024 12:56:25 PM

Carahsoft OBO North Dakota Department of

Signed: 11/7/2024 12:58:29 PM

Transportation CLOUD

Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 11/7/2024 12:56:15 PM

Phone: +1 701-426-0979

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Derek Pfeifer



Sent: 11/7/2024 12:58:32 PM

ddpfeifer@nd.gov

Viewed: 11/7/2024 1:00:51 PM

Local Government Engineer

Signed: 11/7/2024 1:01:52 PM

Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style

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Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Phone: +1 701-426-9825

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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Pam Wenger
pwenger@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brandon Beise
bbeise@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	11/6/2024 3:23:53 PM
Envelope Updated	Security Checked	11/6/2024 3:23:53 PM
Envelope Updated	Security Checked	11/6/2024 3:23:53 PM
Payment Events	Status	Timestamps

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

TAU-4-989(131)
City of Minot Project No. 4720

Ward County
17th Avenue SW, 17th Avenue SE, & 18th Avenue SE
Minot, ND
Washington Safe Routes to School
New Sidewalk, Curb Ramps, and Driveways

STATE	PROJECT NO.	PCN NO.	SECTION NO.	SHEET NO.
ND	TAU-4-989(131)	23916	1	1

GOVERNING SPECIFICATIONS

Date Published and Adopted
by the North Dakota
Department of Transportation

Standard Specifications

07/01/2024

Supplemental Specifications

NONE

PROJECT NUMBER \ DESCRIPTION

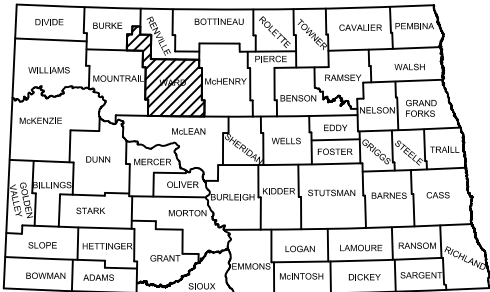
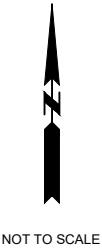
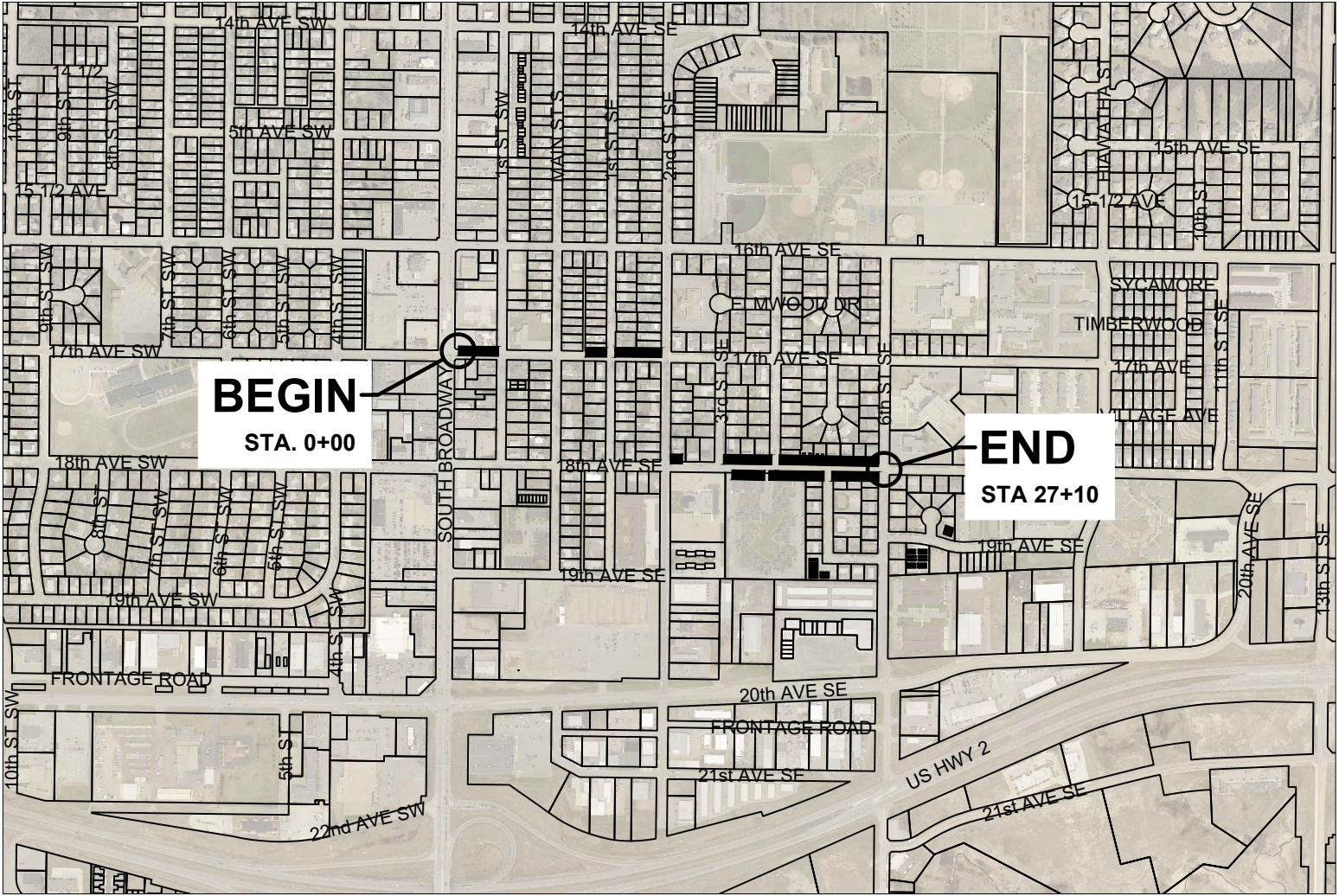
NET MILES

GROSS MILES

TAU-4-989(131) Washington Safe Routes to School

0.31

0.51



STATE OF NORTH DAKOTA

DESIGNER
Jesse Hoffart, PE

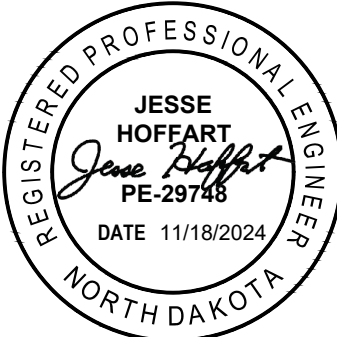
City of Minot

I hereby certify that the attached plans were prepared by me
or under my direct supervision and that I am a duly registered
professional engineer under the laws of the state of ND.

APPROVED DATE:

11/21/2024

Lance E. Meyer
LANCE E. MEYER, P.E., CITY ENGINEER
CITY OF MINOT



Final Cost Estimate

Project Number:		TAU-4-989(131)			Bid Opening:		2/7/2025	
PCN:		23916			City:		Minot	
Location:		West of Washington Elementary School			County:		Ward	
Spec	Code	Item Description	Unit	Planned Quantity	Unit Cost	Total Cost		
103	100	CONTRACT BOND	L SUM	1	\$1,200.00	\$ 1,200.00		
201	330	CLEARING & GRUBBING	L SUM	1	\$1,200.00	\$ 1,200.00		
202	114	REMOVAL OF CONCRETE PAVEMENT	SY	1034	\$29.00	\$ 29,986.00		
202	130	REMOVAL OF CURB AND GUTTER	LF	1300	\$12.00	\$ 15,600.00		
202	132	REMOVAL OF BITUMINOUS SURFACING	SY	909	\$32.50	\$ 29,542.50		
203	103	COMMON EXCAVATION - TYPE C	CY	338	\$46.00	\$ 15,548.00		
203	119	TOPSOIL-IMPORTED	CY	568	\$51.00	\$ 28,968.00		
251	300	SEEDING CLASS III	ACRE	0.703	\$5,500.00	\$ 3,866.50		
253	200	HYDRAULIC MULCH	SY	3409	\$1.70	\$ 5,795.30		
261	112	FIBER ROLLS 12IN	LF	200	\$10.00	\$ 2,000.00		
261	113	REMOVE FIBER ROLLS 12IN	LF	200	\$2.50	\$ 500.00		
302	120	AGGREGATE BASE COURSE CL 5	TON	831	\$46.00	\$ 38,226.00		
430	500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	160	\$395.00	\$ 63,200.00		
702	100	MOBILIZATION	L SUM	1	\$75,000.00	\$ 75,000.00		
704	1000	TRAFFIC CONTROL SIGNS	UNIT	1103	\$3.40	\$ 3,750.20		
704	1051	TYPE II BARRICADE	EA	13	\$85.00	\$ 1,105.00		
704	1052	TYPE III BARRICADE	EA	3	\$100.00	\$ 300.00		
704	1058	PEDESTRIAN WALKWAY	LF	298	\$15.00	\$ 4,470.00		
704	1060	DELINEATOR DRUMS	EA	238	\$29.00	\$ 6,902.00		
704	1067	TUBULAR MARKERS	EA	165	\$5.75	\$ 948.75		
704	1500	OBLITERATION OF PAVEMENT MARKING	SF	227	\$3.00	\$ 681.00		
704	2108	TEMPORARY CURB RAMP	EA	13	\$575.00	\$ 7,475.00		
708	1540	INLET PROTECTION-SPECIAL	EA	5	\$375.00	\$ 1,875.00		
708	1541	REMOVE INLET PROTECTION-SPECIAL	EA	5	\$70.00	\$ 350.00		
722	6140	ADJUST GATE VALVE BOX	EA	3	\$1,000.00	\$ 3,000.00		
724	275	REMOVE & REPLACE GATE VALVE BOX	EA	2	\$4,000.00	\$ 8,000.00		
724	1035	SPRINKLER RELOCATION	L SUM	1	\$3,500.00	\$ 3,500.00		
748	100	CURB & GUTTER	LF	1300	\$70.00	\$ 91,000.00		
748	520	CURB-TYPE I	LF	228	\$58.00	\$ 13,224.00		
748	1030	VALLEY GUTTER 72 IN	SY	113	\$145.00	\$ 16,385.00		
750	30	PIGMENTED IMPRINTED CONCRETE	SY	56	\$142.00	\$ 7,952.00		
750	115	SIDEWALK CONCRETE 4 IN	SY	1453	\$106.00	\$ 154,018.00		
750	140	SIDEWALK CONCRETE 6 IN	SY	436	\$155.00	\$ 67,580.00		
750	1000	DRIVEWAY CONCRETE	SY	528	\$155.00	\$ 81,840.00		
750	2115	DETECTABLE WARNING PANELS	SF	316	\$50.00	\$ 15,800.00		
754	110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	18	\$40.00	\$ 720.00		
754	206	STEEL GALV POSTS - TELESOPING PERFORATED TUBE	LF	16	\$38.00	\$ 608.00		
754	593	RESET SIGN SUPPORT	EA	3	\$350.00	\$ 1,050.00		
762	1270	PREFORMED THERMO PLASTIC PVMT MK 24IN LINE	LF	216	\$50.00	\$ 10,800.00		
970	365	SHELTER	EA	1	\$20,000.00	\$ 20,000.00		
					Subtotal	\$ 833,966.25		
					Subtotal + 10% Contingency	\$ 917,362.88		
Estimated Cost Share								
NDDOT (80.93% Construction Cost)						\$ 742,421.78		
City (Remainder)						\$ 174,941.10		
Total						\$ 917,362.88		



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager
Lance Meyer, City Engineer

DATE: December 2, 2024

**SUBJECT: 4TH ST SW STORM SEWER IMPROVEMENTS TASK ORDER #2
(4866)**

I. RECOMMENDED ACTION

It is recommended City Council approve the task order with Houston Engineering, Inc.; and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

4th St SW, between 28th Ave SW and 33rd Ave SW, is currently slated for reconstruction in 2025, under the City's 2025 Street Improvement project. The area of 4th St SW south of 31st Ave SW has seen a handful of stormwater issues, with water ponding up to the sidewalk during some large rain events. Staff have asked Houston Engineering to model the storm water system based on their past experience in this watershed. The model results will be passed to engineering staff to be designed and incorporated into the 2025 Street Improvement project.

B. Proposed Project

Houston Engineering has developed a scope and fee for the task order. This involves analysis of existing storm sewer conditions and capabilities, and preparing a report of potential improvements to the storm sewer that would fix the stormwater issues.

C. Recommendation Detail

Houston Engineering was selected from a pool of consultants who responded to the City's Pavement Maintenance solicitation, which included stormwater analysis services for City projects.

Houston Engineering had designed Storm Sewer District 118 in 2013, which

installed storm sewer to the south of the area in question. They have first-hand knowledge of the stormwater models in the area, and would likely be most capable to model the stormwater issue.

IV. IMPACT

A. Aspirations

Excellent and Connected - This task order would likely provide the City with the best solution to a stormwater issue affecting residents in the area.

B. Service/Delivery Impact:

This task order would add additional improvements to the 4th St SW reconstruction - we would fix the poor road conditions, and fix the storm water issues as well.

C. Fiscal Impact

Funding for this task order will come from budgeted 2024 Street Maintenance funds.

Project Costs

\$13,200

Project Funding

Engineering Department Street Improvement Funding

VI. ALTERNATIVES

Alternative 1: Council could deny approval of the task order. However, this would create an issue for the department as we must model this system before staff can design the solution. We know the hydraulics are complex with this system. Therefore, it must be modeled first, which is why staff needs outside assistance.

TASK ORDER NO. TWO [2]

This is Task Order No. **TWO [2]**, consisting of 3 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between City of Minot (Owner) and Houston Engineering, Inc. (Engineer) for Professional Services Related Pavement Maintenance —Task Order Edition dated May 5, 2023, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	12/3/2024
b.	Owner:	City of Minot, North Dakota
c.	Engineer:	Houston Engineering, Inc.
d.	Specific Project (title)	4TH ST SW STORM SEWER MODIFICATIONS
e.	Specific Project (description):	Review model and prepare a Report providing existing storm sewer system deficiencies and provide two Alternatives for City of Minot Staff to use in development of improvement plans.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
Listed in "Attachment A to Task Order Two (2), Scope of Services" as attached to this specific Task Order.

3. DELIVERABLES SCHEDULE

In submitting required Documents and taking other related actions, Engineer and Owner will comply with the schedule **shown in "Attachment A to Task Order Two (2), Scope of Services" as attached to this specific Task Order.**

Task Order Two (2).

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4. ADDITIONS TO OWNER'S RESPONSIBILITIES

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: **Listed in "Attachment A to Task Order Two (2), Scope of Services" as attached to this specific Task Order.**

5. TASK ORDER SCHEDULE

In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Per "Attachment A to Task Order Two (2), Scope of Services" as attached to this specific Task Order.**

6. 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:

Per "Attachment A to Task Order Two (2), Scope of Services" as attached to this specific Task Order.

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. 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 compensation amount unless approved in writing by the Owner.

7. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **NONE**

8. EXHIBITS AND ATTACHMENTS:

A. Attachment A to Task Order Two (2) – Scope of Services

B. Exhibit A to Task Order—Engineer's Services Under Task Order

C. Exhibit B to Task Order— Task Order Deliverable Schedule

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: _____

By:  _____

Print Name: Tom Ross

Print Name: David D. Schwengler

Title: Mayor

Title: Office Manager/Principal

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Nicolas R. Cullen, PE

Title: _____

Title: Civil Engineer/Principal

Address: _____

Address: 3712 Lockport St, Suite A, Bismarck, ND
58503

E-Mail Address: _____

E-Mail Address: ncullen@houstoneng.com

Phone: _____

Phone: 701.323.0200

Date: _____

Date: 11/25/2025

Task Order Two (2).

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Attachment A to Task Order Two (2)
Scope of Services
4th St SW Storm Sewer Modifications
3100 to 3300 Block of 4th Street SW
Minot, North Dakota
November 25, 2024

OBJECTIVE

The objective of this Scope of Work is to update existing (2013) stormwater models of the 4th Street watersheds to evaluate/calibrate existing conditions and proposed stormsewer improvements to address localized flooding concerns between the 3100 to 3300 Block of 4th Street SW in Minot, ND. With regular communication and collaboration with the City of Minot's Engineering department, a technical memorandum describing the proposed design will be completed and provided to the City of Minot to utilize in their design, plans, and specifications.

Items that HEI expects to receive from the City of Minot:

- 1) Survey of existing stormsewer infrastructure
- 2) As-builts or survey of private condo stormsewer infrastructure west of 4th Street SW
- 3) Storm event photos and videos for calibration of model

SCOPE OF SERVICES

The Scope of Services is divided into three (3) phases which identify the significant elements of the proposed services. The phases are as follows:

Phase #1 – Update/Calibrate	2013 Stormwater Models	\$5,500.00
------------------------------------	-------------------------------	-------------------

Phase #1 includes updating the existing 2013 stormwater models previously created by HEI and updating them to reflect 2024 conditions. Utilizing photos and videos of historic storm events, calibrate the model to reflect actual flooding conditions.

Phase#1 deliverable includes an updated 2024 conditions stormwater model.

Phase #2 – Proposed Alternative Analysis		\$4,100.00
---	--	-------------------

Phase #2 will utilize the updated 2024 conditions stormwater model to create **two** alternatives/recommended changes to reduce/alleviate flooding between the 3100 and 3300 block of 4th Street SW. This alternative may include stormsewer improvements within 31st Avenue SW due to tailwater/hydraulic grade line concerns.

Phase #2 deliverable includes two proposed alternative conditions stormwater models.

Phase #3 – Stormwater Technical Memo**\$3,600.00**

Phase #3 includes the preparing of a stormwater technical memo outlining the proposed alternatives and improvements, including specific design criteria to allow for integration into the City of Minot's civil design plans for the 4th Street SW reconstruct.

Phase #3 deliverable includes a sealed stormwater technical memo addressed to the City of Minot, ND.

The total estimated costs of Phases #1 through Phases #3:**\$13,200.00**

This Scope of Services does not include survey, civil plans, opinions of probable costs, specifications, bidding, or any other item not specifically identified in the Scope of Services.

PROJECT SCHEDULE:

Activity	Completion Date		
	Month	Day	Year
Award Project	December	5	2024
City of Minot Data Provided to HEI	December	11	2024
Update/Calibrate 2013 Models	December	18	2024
Proposed Alternative Draft Discussion with City	January	8	2025
Proposed Alternative Final Discussion with City	January	15	2025
Stormwater Technical Memo	January	22	2025

EXHIBITS TO TASK ORDER TWO [2]

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

EXHIBIT D—RESERVED

EXHIBIT E—RESERVED

EXHIBIT F—RESERVED

EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

Exhibits to Task Order.

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Article 2— ADDITIONAL SERVICES	2
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2.02 Additional Services Requiring Owner’s Written Authorization	4

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
 - a. **None**
3. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner’s requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer’s study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
4. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[2]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
5. Identify potential solution(s) to meet Owner’s Specific Project requirements, as needed.
6. Study and evaluate the potential solution(s) to meet Owner’s Specific Project requirements.
7. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

8. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
9. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
10. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
11. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
12. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.
13. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
14. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
15. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

Exhibit A—Engineer's Services Under Task Order.

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- b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
 6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
 7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
 11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for

Exhibit A—Engineer's Services Under Task Order.

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Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
 7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
 9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

- b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
- 10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
 - 11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
 - 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
 - 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
 - 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement,

Exhibit A—Engineer's Services Under Task Order.

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either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.

19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property

monuments lost or destroyed during construction; and providing other special field surveys.

31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

See Attachment A to Task Order Two (2) - Scope of Services, attached to this specific Task Order.



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager
Lance Meyer, City Engineer

DATE: December 2, 2024

SUBJECT: 2024 STREET PATCHING - FINAL PAYMENT (4805)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$70,797.39 to be paid to Keller Paving & Landscaping, Inc.

II. DEPARTMENT CONTACT PERSONS

Jesse Hoffart, Project Manager, 701-857-4117

III. DESCRIPTION

A. Background

This is the annual maintenance project to perform spot repairs on roads that are planned to be in the following year's Street Seal project. The work includes street patching and concrete curb & gutter replacement.

B. Proposed Project

This project includes several areas of work around the city.

C. Recommendation Detail

On March 12, 2024, at 11:00 AM, bids were opened for this project. Keller Paving & Landscaping, Inc. was the low bidder. Now that the project is finished, the City is obligated to submit final payment to Keller Paving and close out the project.

IV. IMPACT

A. Aspirations

Resilient and Prepared - This project moves us in the right direction as we address our roadway maintenance backlog.

Excellent and Connected - This project directly addresses what residents have said they wanted to see: better roadway maintenance.

B. Service/Delivery Impact:

This project will provide needed maintenance of existing infrastructure throughout the city to extend the life of the roadways. It prepares roadways planned for street sealing in the following year.

C. Fiscal Impact

Briefly state how this project is being funded. Add written context in the paragraph so the dollar amounts, sources of funding, and expenses are made clear and document whether the project was included in the approved budget

Project Costs

Contractor's bid price	\$ 557,660.00
Change Order 1	\$ -173,994.07
Final Construction Cost	\$ 384,315.93

Project Funding

Street Maintenance	\$ 8,000,000.00
--------------------	-----------------

Account No. 10038000-44508

VI. **ALTERNATIVES**

N/A

Contractor's Application for Payment

Owner:	<u>City of Minot</u>	Owner's Project No.:	<u>4805</u>
Engineer:	<u>City Engineer</u>	Engineer's Project No.:	<u>4805</u>
Contractor:	<u>Keller Paving and Landscaping, Inc.</u>	Contractor's Project No.:	<u></u>
Project:	<u>2024 Street Patching</u>		
Contract:	<u>2024 Street Patching</u>		
Application No.:	<u>4 - Final</u>	Application Date:	<u>11/21/2024</u>
Application Period:	<u>From 9/6/2024</u>	to	<u>10/24/2024</u>

1. Original Contract Price	\$	557,660.00
2. Net change by Change Orders		(\$173,344.07)
3. Current Contract Price (Line 1 + Line 2)	\$	384,315.93
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	384,315.93
5. Retainage		
a. <u>0%</u> X <u>\$ 384,315.93</u> Work Completed	\$	-
b. <u></u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	384,315.93
7. Less previous payments (Line 6 from prior application)	\$	313,518.54
8. Amount due this application	\$	70,797.39
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-

Contractor's Certification

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

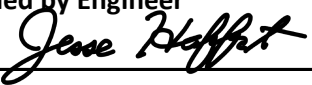
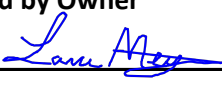
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Keller Paving and Landscaping, Inc.

Signature:  **Date:** 11/25/2024

Recommended by Engineer	Approved by Owner
By: <u></u>	By: <u></u>
Title: <u>Project Manager, City of Minot</u>	Title: <u>City Engineer</u>
Date: <u>11/25/2024</u>	Date: <u>11/25/2024</u>

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

Owner:	City of Minot					Owner's Project No.:	4805				
Engineer:	City Engineer					Engineer's Project No.:	4805				
Contractor:	Keller Paving and Landscaping, Inc.					Contractor's Project No.:					
Project:	2024 Street Patching										
Contract:	2024 Street Patching										

Application No.:	4 - Final		Application Period:	From	09/06/24	to	10/24/24	Application Date:	11/21/24		
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A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
			Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
1	CONTRACT BOND	1	LS		3,500.00	3,500.00	1.00	3,500.00		3,500.00	100%	-
2	MOBILIZATION	1	LS		25,000.00	25,000.00	1.00	25,000.00		25,000.00	100%	-
3	TRAFFIC CONTROL-TYPE 1	1	LS		17,500.00	17,500.00	1.00	17,500.00		17,500.00	100%	-
4	REMOVE CURB AND GUTTER	213	LF		45.00	9,585.00	213.00	9,585.00		9,585.00	100%	-
5	REMOVE DRIVEWAY PAVEMENT	8	SY		65.00	527.15	8.11	527.15		527.15	100%	-
6	ADJUST CASTING	2	EA		1,250.00	2,500.00	2.00	2,500.00		2,500.00	100%	-
7	REPLACE CASTING	3	EA		1,550.00	4,650.00	3.00	4,650.00		4,650.00	100%	-
8	ADJUST VALVE BOX	15	EA		350.00	5,250.00	15.00	5,250.00		5,250.00	100%	-
9	REPLACE VALVE BOX TOP SECTION	6.0	EA		1,600.00	9,600.00	6.00	9,600.00		9,600.00	100%	-
10	COMMON EXCAVATION	80	CY		35.00	2,808.75	80.25	2,808.75		2,808.75	100%	-
11	TOPSOIL-IMPORTED	4	CY		50.00	175.00	3.50	175.00		175.00	100%	-
12	12 INCH SUBGRADE PREPARATION	60	SY		10.00	600.00	60.00	600.00		600.00	100%	-
13	AGGREGATE BASE CLASS 5	240	TON		37.00	8,888.51	240.23	8,888.51		8,888.51	100%	-
14	BITUMINOUS LEVELING	11	TON		206.00	2,290.72	11.12	2,290.72		2,290.72	100%	-
15	HMA FULL DEPTH PATCH	40,906	SF		6.75	276,115.50	40,906.00	276,115.50		276,115.50	100%	-
16	CURB AND GUTTER	213	LF		67.00	14,271.00	213.00	14,271.00		14,271.00	100%	-
17	DRIVEWAY PAVEMENT	8	SY		130.00	1,054.30	8.11	1,054.30		1,054.30	100%	-
18	SEEDING (HYDRO-MULCH)	-	SY		40.00	-	-	-		-		-
					Totals	\$ 384,315.93		\$ 384,315.93	\$ -	\$ 384,315.93	100%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: <u>City of Minot</u> Engineer: <u>City Engineer</u> Contractor: <u>Keller Paving and Landscaping, Inc.</u> Project: <u>2024 Street Patching</u> Contract: <u>2024 Street Patching</u>						Owner's Project No.: <u>4805</u> Engineer's Project No.: <u>4805</u> Contractor's Project No.: _____							
Application No.: <u>4 - Final</u>		Application Period:		From <u>09/06/24</u> to <u>10/24/24</u>		Application Date: <u>11/21/24</u>							
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					\$	384,315.93		\$	-	\$	-	\$	384,315.93
										100%	\$	-	



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: December 2, 2024

SUBJECT: SANITATION TRUCKS PURCHASE (4902)

I. RECOMMENDED ACTION

It is recommended City Council approve the sole source purchase of two new sanitation trucks from Sanitation Products in the amount of \$869,214 less the trade-in amount; and approve the proposed budget amendments on first reading.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768
Josh Kraft, Sanitation/Landfill Superintendent, 701-857-4144

III. DESCRIPTION

A. Background

Automated trash collection began in the City of Minot in July of 2017. Since then, as trucks have been traveling the city collecting trash, the trucks have approximately 67,000 miles and over 8,500 operating hours on them. The arms for collection have been operated over 160,000 times per year over the past seven years. This equates to over 1,000,000 times since automated collection began. With this much use, parts are starting to wear out and higher levels of maintenance are required. Higher levels of maintenance mean a truck needs to be taken out of service for more than a couple days to get parts replaced.

B. Proposed Project

These trucks are being purchased to continue the total replacement of the original fleet which began last year. The old trucks have a trade value of \$75,000 each. Staff plans to advertise the trucks for sale on an online auction site to see if a better return is available. This will affect the final net purchase price if the trucks can be sold for a better price.

C. Recommendation Detail

Lead times are very long for this type of equipment. The last purchase took 18 months from the time of ordering to the delivery. Staff would recommend ordering the equipment as soon as possible so a budget amendment is

recommended to pull the budget from 2025 to 2024 and order through the sole source vendor, Sanitation Products.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact

Just over 13,000 accounts rely on the City of Minot to remove waste and collect recycling twice a week. Having a collection fleet that is ready and able to do the job every day is of utmost importance.

C. Fiscal Impact

Project Costs

Cost For Two Sanitation Trucks	\$869,214.00
Trade-in for Two Sanitation Trucks	<u>-\$150,000.00</u>
Total Cost	\$719,214.00

Project Funding

Funds were budgeted in the amount of \$800,000.00 in the 2025 Sanitation budget. The proposed budget amendments to move the budget from 2025 to 2024 are attached.

VI. ALTERNATIVES

Council could elect to not purchase the two trucks. This purchase will ultimately need to be made at a later date to ensure a reliable sanitation fleet, and will likely cause service disruptions in the meantime.



Sanitation Products
PO Box 166
Fargo, North Dakota 58107-0166

Proposal

P-000745

Bill To
Minot, City Of
PO Box 5006
Minot, ND 58702

Proposal Date : Oct 28, 2024

#	Item & Description	Qty	Rate	Amount
1	Labrie Expert Dual Arm	2.00 EACH	274,689.0 0	549,378.00
2	Freightliner M2-106	2.00 Each	130,522.0 0	261,044.00
3	Extended Chassis Warranty	2.00	8,724.00	17,448.00
4	Fontaine Dual Sit Down Conversion	2.00	20,672.00	41,344.00
5	Trade: Used Labrie Dual Arm	2.00	-75,000.0 0	-150,000.00
			Sub Total	719,214.00
			Total	\$719,214.00



Sole Source Checklist over \$50,000

Item to be purchased: Dual Arm Sanitation Trucks

Account Number: 13056000-57500

City of Minot Project #: 4902

Purchasing Agent

Check which instance is applicable for the sole source purchase:

Material, product, or item is regarded as one-of-a-kind. ☒

The item or product is a manufacturer direct sale with no distributors. ☐

The item or product is a patented or proprietary item. ☐

The purchase is necessary for repairing or replacing parts or components of existing City assets or equipment. ☐

Explanation for why the goods are the only goods that meet the department needs:

With over 3,500 garbage collection points in alleys, a dual arm collection vehicle allows both sides of the alley to be collected with a single pass.

Why is the vendor the only practicable source available from which to obtain the required goods?

Labrie is the only packer that has dual arms. Sanitation Products is the authorized Labrie distributor for North Dakota

Explanation as to whether the proposed price is fair and reasonable:

These trucks are identical to the two trucks purchased in 2023. The price has increased about 11% in the last 18 months. This increase is in line with increases seen on other pieces of equipment.

Explanation that a particular supplier or service is required to standardize or maintain standardization with the department for purposes or reducing financial expenses or simplifying administration:

Dual arm collection vehicles make sanitation collection much more efficient with all of the alley collection that is performed. This efficiency results in less fuel use, less miles on trucks and less truck traffic in alleys.

Explanation that a particular supplier or vendor is required to be used to match equipment, materials, or supplies currently in use:

Sanitation Products is the vendor in North Dakota for Labrie packers. Labrie is the only packer on the market with dual arms for collection.

Explanation of whether the vendor possesses exclusive and/or predominant capabilities or the items contained a patented feature providing superior utility not obtainable from similar products: Sanitation Products is the exclusive dealer for Labrie packers.	
Department Head Approval:	
Purchasing agent will consult with Purchasing Office and City Manager or Finance Director. Then purchasing agent will submit a memo for City Council.	
City Council	
Date of Council Meeting: 12/2/2024	Approval: Yes ☐ No ☐
If approved, Purchasing Agent complete purchase. Include copy of City Council approval with invoice for payment.	

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO DECREASE THE
GARBAGE COLLECTION REVENUES AND EXPENSES FOR THE PURCHASE OF
TWO AUTOMATED GARBAGE TRUCKS.**

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

- §1: Amend the 2025 annual budget to decrease the garbage collection revenues and expenses for the purchase of two automated garbage trucks:

13000000-39210		(\$100,000)
13056000-57500		(800,000)

- §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

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
GARBAGE COLLECTION REVENUES AND EXPENSES FOR THE PURCHASE OF
TWO AUTOMATED GARBAGE TRUCKS.**

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

- §1: Amend the 2024 annual budget to increase the garbage collection revenues and expenses for the purchase of two automated garbage trucks:

13000000-39210		\$150,000
13056000-44330		17,448
13056000-57500		851,766

- §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: December 2, 2024

SUBJECT: LANDFILL AIR CURTAIN INCINERATOR PURCHASE (4903)

I. RECOMMENDED ACTION

It is recommended City Council approve the piggyback purchase from Air Burners, Inc. for the Model S330 Air Burner in the amount of \$234,408.82; and approve the proposed budget amendments on first reading.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768
Josh Kraft, Sanitation/Landfill Superintendent, 701-857-4144

III. DESCRIPTION

A. Background

The landfill receives an average of over 4,000 tons of tree waste each year. Many years ago, the North Dakota Department of Environmental Quality (NDDEQ) used to issue burn variances to manage the waste. They will no longer issue these variances to municipalities, while shifting their focus on shredding them for reuse. Shredders have a capital purchase price of nearly \$900,000.00, and have a high operational cost. The landfill previously put the shredding services out to bid, and the lowest bid was \$30.00 per ton. The landfill recently finished shredding 4,600 tons of trees at a cost of \$138,000.00. Some of the wood chips are utilized at the landfill during wet weather operations and other projects. Chips are also available for free for residential use, but there is little interest in them. About 10% of the wood chips produced each year have a true beneficial use. The other 90% eventually end up in either the inert or MSW site to be used as alternative daily cover, which is not cost-effective and consumes more airspace.

B. Proposed Project

With the purchase of this Air Curtain Incinerator, it could be utilized to burn the tree waste within compliance of the NDDEQ Division of Air Quality standards. This process results in a 90% reduction of consumed volume, which is a considerable amount of airspace. West Fargo purchased this same piece of equipment in May for the same price as provided in this memo. There is a

significant amount of data required to be submitted prior to being issued an operating permit. Currently, we are in the early stages of working with the NDDEQ to obtain a permit.

C. Recommendation Detail

The recommendation of accepting this piggyback purchase would not only allow us to lock in at a lower price, but potentially save around an additional \$12,000.00 in consulting fees. The City of West Fargo has already engaged a consultant to manage the complex information and data requirements necessary to obtain a permit from the NDDEQ. By purchasing the same unit, this would allow us to piggyback the same information on our permit requirements. Staff recommends pulling the budget from 2025 to 2024 in order to get this equipment on order.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

There will very likely be a price increase on this piece of equipment effective January 1st, 2025.

C. Fiscal Impact

Project Costs

Air Burner Model S330 Air Curtain Incinerator	\$234,408.82
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Project Funding

Funds were budgeted in the amount of \$250,000.00 in the 2025 Landfill Budget. The proposed budget amendments to move the budget from 2025 to 2024 are attached.

VI. ALTERNATIVES

Council could elect not to make purchase of this Air Burner, and staff will continue the current operational practices.



Proforma Invoice

AIR BURNERS, INC.
4390 SW Cargo Way
Palm City, FL 34990 USA
Phone 772-220-7303
www.AirBurners.com

DATE 14-Nov-2024
Our Reference # S33003147

Email : akuypers@airburners.com
Mobile Phone: 772-274-2515

GSA- # 47QMCA20D000C

Bill To:
City of Minot
1025 31st St E
Minot, ND

Ship To:
City of Minot
1025 31st St E
Minot, ND

Phone (701) 833-6474 Allen Shefstad
Email allen.shefstad@minotnd.org

FOB POINT		SHIP DATE ARO	SHIP VIA	PAYMENT TERMS		
Palm City, FL		8-10 Weeks	Truck	See Note 1		
ITEM	QUANTITY	DESCRIPTION	P/N	UNIT PRICE \$		AMOUNT \$
1	1	2024 Air Burner Model S330 Refractory Lined Fire Box with Four-cylinder Turbo Diesel Engine 74 HP, HATZ 4H50TIC (Requires no DEF) or equivalent engine; Emissions certified US EPA Tier 4 FINAL	S330	\$ 225,413.82		\$ 225,413.82
2	1	Starter Kit includes: In-Person Certification , (1) PM service pack, (1) Thermal ceramic patch compound, (1) Lighting torch (1) Gap Compound.	5000-2991	\$ 8,995.00		\$ 8,995.00
3	LOT	Estimated Shipping Charges (See Note 2)	Shipping	Included		Included
TOTAL DUE						\$ 234,408.82

NOTES:

- Note 1** Payment Terms: Government Terms, 30 days net after receipt of product.
- Note 2** The S330 will be shipped as oversized load on a Common Carrier Truck. Unloading cost, if any, at destination is not included in Line Item 3 and is to the account of Buyer. Actual shipping charges will be calculated two weeks prior to shipment.
- Note 3** The optional ash clean-out implement with a blank 1" steel faceplate, for welding on a future connection supplied by the buyer.
- Note 4** The prices stated in this Quotation are valid for 30 days.
- Note 5** The published specifications for the S330 applies. Please, see www.airburners.com
- Note 6** Starter pack includes (1) Onsite training certification course, (1) PM service pack, (1) Thermal ceramic patch compound, (1) Lighting torch. Please see also:
<https://airburners.com/support/operator-training-and-certification/>

We thank you for the opportunity to be of service!

Alexis Kuypers
Account Manager

January 5, 2024

SUBJECT: Sole Source Justification Letter for Purchase of Air Curtain Burner Systems Manufactured by Air Burners, Inc. in the USA by Government Agencies.

To Whom It May Concern:

Air Burners has been in business for many years, and one of our Company's strengths is the design and manufacture of quality products, some of which have been developed with unique applications in mind based on a particular need, such as our above ground FireBox systems whose unique characteristics are in virtue of the proprietary manifold design that they are effective pollution control devices. This fundamental design goal is reached by our Company's engineering know-how to perfectly balance air velocity and mass flow of the air curtain. That results not only in a wood waste combustion process where the pollution is controlled, but also one that is accelerated by directing the perfect amount of oxygen into the fire thereby enhancing throughput and overall efficiency of the system. The FireBox will burn around 1,000 degrees Celsius when burning vegetative waste.

The Roll-off Firebox and the BurnBoss, a trailer-mounted FireBox (air curtain burner) built for use in forestry, agriculture and at landfills and our PGFireBox generating electric power from the waste combustion process are examples of our Company's ability to meet specific industry needs. There is no other comparable equipment on the market that can be employed to perform the tasks that our machines can, taken into account design features, quality, cost, functionality, longevity and environmental friendliness. The S-Series machines, the PGFireBox and the BurnBoss are only manufactured by our company in Florida/USA and they are only available from us and are always shipped fully assembled. If desired, we also offer onsite operator training and certification by our factory field engineers.

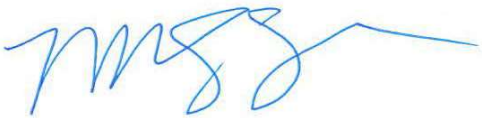
The uniqueness and single-source posture of the products designed and manufactured by Air Burners, Inc. is supported by the fact that

- (a) The US Government Environmental Protection Agency (US-EPA) based on its initiative had entered into a Cooperative Research and Development Agreement with Air Burners ("CRADA") to leverage each, Air Burners' and the Government's resources on expanded applications of Air Burners systems and technologies through research and development (R&D) for the mutual benefit of both parties and
- (b) Certain of our product designs are protected by one or more US Patents, for example, the Roll-off FireBox is protected by US Patent US7895956 – "Roll-off firebox apparatus", and
- (c) Our equipment has been purchased without competitive bidding on "sole-source basis" established on the following justification referencing only US Federal Government Contracts and contract from other government agencies in the US that were awarded to our company:

1. The US Government had previously determined that all our machines were sole source items and so included them for ten years our former GSA (Government Blanket) Contract.
2. The US Department of Defense (DOT) has purchased many dozens of our machine, the most recent several units by the US Air Force, US Marine Corps and the US Navy.
3. Los Alamos National Laboratory (Department of Energy - DOE) purchased several machines on sole source basis.
4. The US Department of Homeland Security (DHS) funded more than a half dozen machines, primarily for bio-terrorism contingencies.
5. The Department of Indian Affairs (DIA) purchased several machines on sole source basis.
6. The US Agricultural Department (USDA) purchased a number of machines on sole source basis.
7. The US National Park Service (NPS) most recently purchased a machine in 2013 on sole source basis.
8. USDA APHIS (Animal and Plant Health) purchased a model S-119 for placement in Hawaii on sole source basis.
9. State of California, 10 FireBoxes for Cal Fire.

Please, let us know, should you require further information.

Sincerely,



Marty Gonzalez
North America Sales Manager

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
LANDFILL CAPITAL EQUIPMENT EXPENSES FOR THE PURCHASE OF AN AIR
CURTAIN INCINERATOR.**

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

§1: Amend the 2024 annual budget to increase the landfill capital
equipment expenses for the purchase of an air curtain incinerator:

13057000-57500		\$234,409
----------------	--	-----------

§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

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO DECREASE THE
LANDFILL CAPITAL EQUIPMENT EXPENSES FOR THE PURCHASE OF AN AIR
CURTAIN INCINERATOR.**

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

§1: Amend the 2025 annual budget to decrease the landfill capital
equipment expenses for the purchase of an air curtain incinerator:

13057000-57500		(\$234,409)
----------------	--	-------------

§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

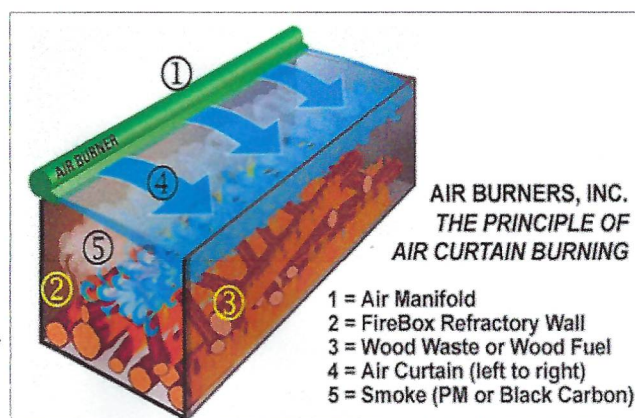
Mikayla McWilliams, City Clerk

THE PRINCIPLE OF AIR CURTAIN BURNING

Overview

Air Curtain Burners, also called FireBoxes, were designed principally as a pollution control device. The primary objective of an air curtain machine is to reduce the particulate matter (PM), smoke or "black carbon", which results from burning clean wood waste. It is sometimes hard to visualize without seeing a machine in operation, but the machines do not burn anything, rather they control the results of something burning.

You could look at it as a pollution control device for open burning. Clean wood waste is loaded into the FireBox, and an accelerant such as Diesel fuel is poured onto the wood and the pile is ignited. This is very similar to starting a campfire. The air curtain is not engaged until the fire has grown in strength or the air curtain may blow the fire out. Once the fire has reached suitable strength, usually in 15 to 20 minutes, the air curtain is engaged. The air curtain then runs at steady state throughout the burning operation and the waste wood is loaded at a rate consistent with the rate of burn. Our smallest machine will burn at a rate of 2 to 4 ton per hour, our largest machine can burn in excess of 12 tons per hour.



The Principle

The purpose of the air curtain is to stall or slow down the smoke particles on their way out of the FireBox. In doing this the particles are subjected to the highest temperatures in the FireBox. Stalling the smoke particles in this region just under the air curtain causes them to re-burn, further reducing their size to an acceptable limit. The result is a very clean burn with opacities well under 10% per EPA Method 9 Testing (as compared to open burning which typically can run at 80% to 100% opacity).

Operation

The picture to the right shows an Air Burners FireBox S-327 completely full and burning while in the background a pile of wood is open burned.

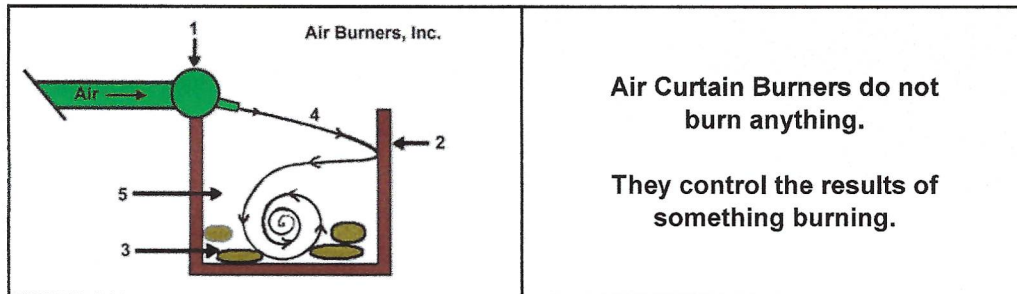


The wood pile that is open burning continued to burn for two weeks. That entire pile could have been eliminated with the FireBox in less than 20 hours.

AIR BURNERS, INC.

4390 SW Cargo Way • Palm City, FL 34990 USA
Phone +1-772-220-7303 • FAX +1-772-220-7302
E-mail: info@airburners.com • www.AirBurners.com
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For proper operation, the air curtain machine has to be designed to provide a curtain of air over the fire that has a mass flow and velocity that are in balance with the potential mass flow and velocity of the burning wood waste. If the air curtain velocity is too high, the FireBox or Trench can become over pressurized and over agitated. The higher pressure will lift the curtain and cause it to become ineffective. The over-agitation will cause embers and ash to be blown out of the box or pit past the ineffective air curtain at a significantly higher rate than normal. If the mass flow of the curtain is too low then the unburned particles (smoke) will penetrate the curtain on the high velocity of the hot gasses being generated from the burning wood.



"The Wood Waste is the Fuel"

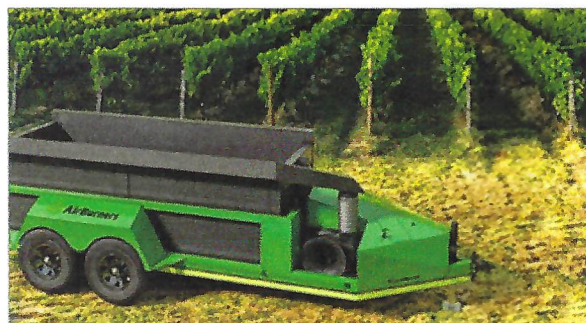
1. Air curtain machine manifold and nozzles directing high velocity air flow over and into refractory lined fire box or earthen trench.
2. Refractory lined wall as on the S-Series machines, or earthen wall as used with the T-Series trench burners.
3. Wood waste material to be burned .
4. Initial airflow forms a high velocity "air curtain" over fire.
5. Continued air flow over-oxygenates the fire keeping temperatures high. Higher temperatures provide near 100% combustion efficiency and that results in a cleaner and more complete burn.

[See 70 sec. Streaming Video Clip of an operating FireBox here](#)



RECYCLING

The ash from typical wood waste is a very useful soil additive and as such offers a commodity that can be marketed to plant nurseries, farms, etc. as a potting soil additive. A certain amount of Biochar will also be included in the residual ashes. Recycling our resources is not only socially and politically imperative, but it often reaps the additional benefit of tax incentives or tax credits. Solid waste landfills are diminishing rapidly, and permits are difficult to secure for new sites. The Air Burners System provides an affordable and environmentally sound alternative to grinding and the indiscriminate depositing of woody debris into landfills.



Related Reports

Disposal of Woody Debris by Fire with perfect combustion efficiency releases no Black Carbon and virtually only Bio-genic CO₂, making this process carbon neutral.

[CLICK HERE](#)

Air Curtain Burner vs. Wood Grinder - Disposal of Wood Waste

A Comparison of Critical Emissions and Basic Economic Parameters from Two Disposal Methods.

[CLICK HERE](#)

Disposal of Trees Affected by the Pine Beetle - The Dilemma and why Air Curtain Burners Should Be Used.

[CLICK HERE](#)

AIR BURNERS, INC.

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E-mail: info@airburners.com • www.AirBurners.com
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FIREBOX SPECIFICATIONS



MADE IN THE USA

General: A self-contained above ground Air Curtain Burner (FireBox or air curtain incinerator) with a refractory lined burn-container for portable and stationary applications. Designed for the environmentally friendly high temperature reduction of clean wood waste in forestry, agriculture, land clearing, at landfills, transfer stations, etc. in compliance with the requirements of US EPA 40CFR60.

Shipped from the factory completely assembled ready for immediate use and does not require disassembly for relocation. The FireBox is also used for disaster recovery and Department of Homeland Security (FEMA) contingencies. Electrically powered FireBox (S330E) also available.

1	Power	Four-cylinder 74 hp Turbo Diesel Engine, HATZ 4H50TIC or equivalent engine; Does not require DEF; Emissions certified U.S. EPA Tier 4F; Engine mounted fluid coupling (automatic clutch).	
2	Burn Container (FireBox)	4 in. (102 mm) thick refractory wall panels filled with proprietary thermal ceramic material; Two full height refractory rear doors; Three ignition holes; Firebox open to the ground.	
3	Safety Systems	Engine over temperature shut down; Loss of cooling fluid shutdown; Loss of oil pressure shutdown; Front deck security enclosure.	
4	Instrument Panel	MBW electronic engine control with preset throttle settings: key switch, tachometer, hour meter, fuel gauge, oil pressure and water temperature and safety shutdown features.	
5	Air Supply	Custom heavy duty air fan.	
6	Fuel Tank	110 gal. (416 L) minimum fuel tank capacity.	
7	Transportation & Set-up	Shipped completely assembled; Ready for immediate use; Lifting pads provided for crane lifting; Unit can be dragged onsite on its skids.	
8	Options	Ash clean-out rake with 1" (25 mm) blank steel faceplate interface to accommodate loader to be attached by end-user.	
9	Average Through-put	11-13 t/hr. (Average – See Note).	
10	Fuel Consumption	Approx. 3 gal./hr. (11.4 L/hr.) Ultra-low sulfur Diesel fuel (ULSD).	
11	Weight	59,000 lb. (26,760 kg)	
12	Dimensions	Overall Size L x W x H	Fire Box L x W x H
		40' 4" x 11' 10" x 9' 6" (12.3 m x 3.6 m x 2.9 m)	30' 2" x 8' 5" x 8' 1" (9.2 m x 2.6 m x 2.5 m)

Note: Achievable through-put depends on several variables, especially the nature of the wood waste feedstock, the firebox temperature and the loading rate. All weights and dimensions are approximate and metric conversions are rounded. Specifications are subject to change without notice. The FireBox is offered for the reduction of clean wood waste. For detailed operating instructions and safety precautions, refer to the S300 Operating Manual.



AIR BURNERS, INC.
 4390 SW Cargo Way • Palm City, FL 34990
 Phone 772-220-7303
 E-mail: info@airburners.com • www.AirBurners.com
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Rev. 02.27.2024



To: West Fargo City Commission

From: Mathew Andvik, Public Works Department

Date: May 20, 2024

Subject: Purchase of Air Curtain Incinerator

Action: Approve the purchase of Air Curtain Incinerator

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and
Sewer

**Commission
Vice President**

Brad Olson

Primary Portfolio:
Street, Water and
Sewer

Secondary Portfolio:
Police and Fire

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and
Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Administration/Finance

City Administrator

Dustin Scott

Summary and Recommendation:

The City of West Fargo collects brush and branches as part of the sanitation program. This material is managed at the City's inert landfill. On August 2nd, 2023, an equipment fire started while managing this brush leading to a total loss of the tub grinder managing the debris. Without this tub grinder to shred the wood debris into manageable volumes, branches will take up a large amount of space in the inert landfill leading to rapid space reduction. A new tub grinder of similar style costs more than \$900,000.

Staff investigated other ways of managing wood debris. Considerations of future concerns such as, Emerald Ash Borer, Disaster Debris Management, and revenue possibilities were considered. Emerald Ash Borer may result in numerous boulevard ash tree removals. In the event of a natural disaster i.e. Tornado or ice storm, vegetative wood debris is the largest portion of waste to be removed. Accepting clean pallets and wood can also generate revenue while not taking up air space in the landfill. Using an Air Curtain Incinerator will reduce the volumes of this debris by up to 90%. Making it significantly easier to manage in the space available.

We recommend the commission approves the Purchase of an Air Curtain Incinerator for the amount of \$268,318.82

Policy Analysis:

An ACI unit will cost less to purchase, maintain, and operate than a tub grinder; reduce volume of waste by up to 90%; and be able to generate revenue. This unit will be subject to North Dakota Department of Environmental Quality Air Quality Division regulations. This unit is only used to manage clean vegetative and wood debris. ACI units are now used at several landfills in the State of North Dakota including the Fargo Landfill. We are in the public comment portion of the Air Quality Permit to construct process, and we expect approval of the permit when the comment portion closes. By operating our own ACI unit we will gain revenue by no longer disposing of pallets we take in at the Fargo landfill. We would be

able to advertise that we can take loads of clean, untreated pallets or clean wood at our inert landfill.

Financial Analysis:

We received an insurance payout for the damaged tub grinder in the amount of \$282,532.70. The cost of a similar model Tub Grinder is \$915,800. The initial cost of an ACI unit is \$268,318.82

Here is a breakdown of the initial cost:

ACI unit (including delivery and onsite training) - \$234,408.82

Crane Service for Unloading - \$485/hr. 6 hours estimated. \$2,910

Grapple Bucket for Payloader - \$25,000

Testing \$6,000 per year

The insurance payout will be used to cover the initial cost to purchase the ACI unit, unloading service, a grapple bucket and initial testing fees.

Process/Timeline:

Once approved, we will order the unit and the grapple bucket. The unit should be installed and operating in the fall of 2024.



Piggyback Checklist over \$50,000

Item to be purchased: Landfill Air Curtain Incinerator

Account Number: 13057000-57500

City of Minot Project #: 4903

Purchasing Agent

Identify which purchasing agreement is applicable to the purchase:

State ☒

Federal ☒

Other Cooperative or Joint Purchasing Agreement ☐

Are the source documents establishing competitive procurement attached? Yes ☒ No ☐

Department Head Approval:

Purchasing agent will consult with Purchasing Office and City Manager or Finance Director. Then purchasing agent will submit a memo for City Council.

City Council

Date of Council Meeting: 12/2/2024 Approval: Yes ☐ No ☐

If approved, Purchasing Agent complete purchase. Include copy of City Council approval with invoice for payment.



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: December 2, 2024

SUBJECT: ARCHKEY SECURITY SYSTEM SUPPORT AGREEMENT FOR THE AIRPORT

I. RECOMMENDED ACTION

It is recommended City Council approve the annual support agreement with ArchKey Technologies for the Airport's security system and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Jessica Long, Business & Development Man., 701-857-4725

III. DESCRIPTION

A. Background

The Airport currently uses Genetec Security System for its access control and security program. Due to the high level of technical expertise involved with the program, ongoing support is required for troubleshooting, maintenance, and software updates. The annual support agreement will provide remote and on-site technical support, and necessary software updates.

B. Proposed Project

To implement a support agreement to best serve the Minot Airport and ensure integrity with the security systems in place. Through the support agreement, Airport staff will receive the necessary support to properly address any concerns.

C. Recommendation Detail

ArchKey Technologies (formerly MEI/Parson Technologies) installed the security system in the terminal and has been the provider of security support services since February 2016. The expertise and knowledge of the security industry provided by ArchKey Technologies is paramount to the security operations at Minot International Airport.

IV. IMPACT

A. Aspirations

Proper functioning of this system is a critical component of the safety and security of the Airport, resulting in resilient and prepared infrastructure.

B. Service/Delivery Impact:

Airport Staff, Tenants, and the Traveling Public all benefit from an operational security system.

C. Fiscal Impact

The cost of this agreement is included in the 2025 budget in the Airport's Security System Repair and Maintenance account.

Project Costs

Genetec SMA Software Plan	\$6,728
Genetec SMA and Software Upgrade	\$1,780
Annual Remote Systems Health Check	\$2,857
Total	\$11,365

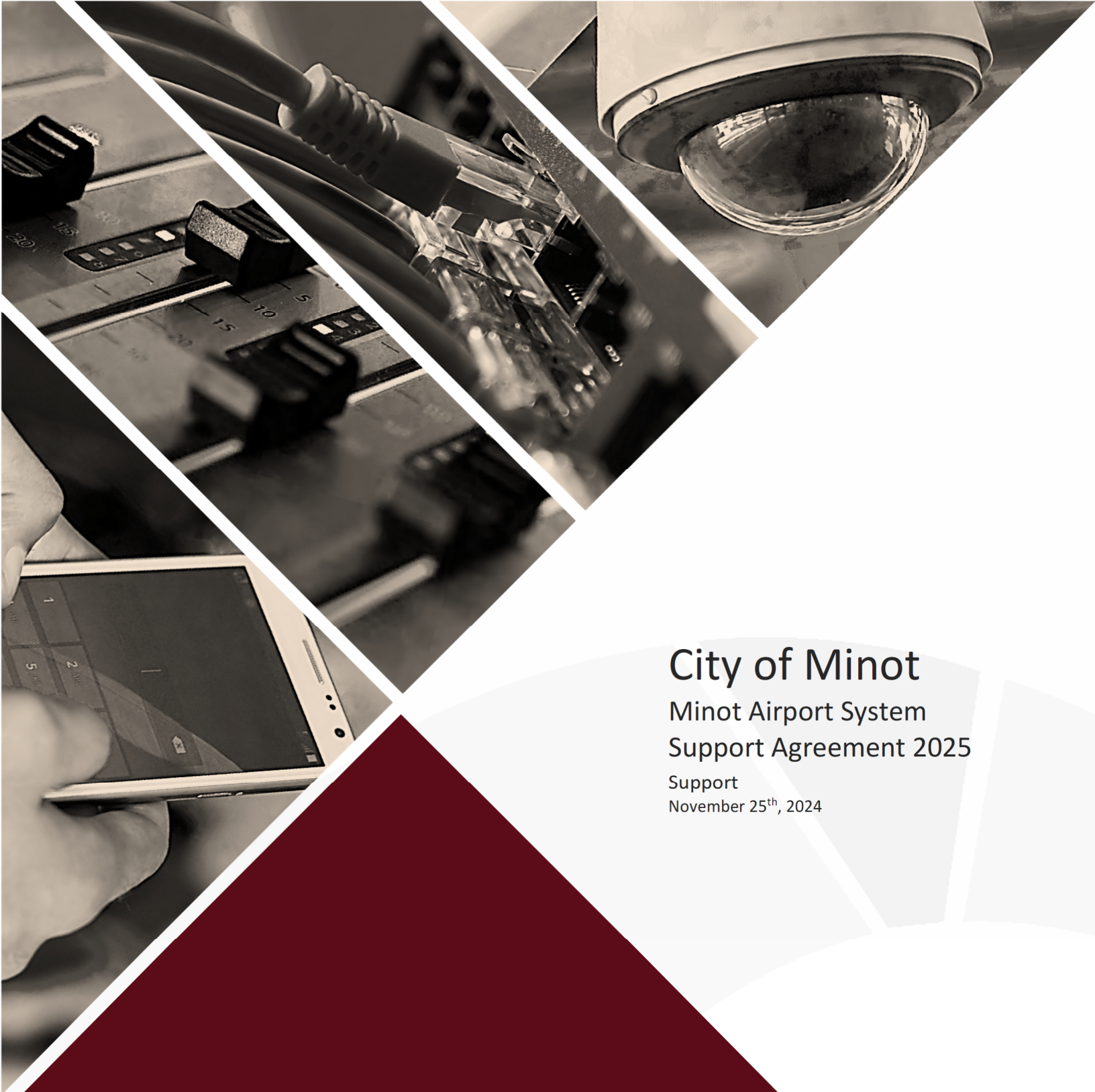
Project Funding

11050000-44327 - Security System Repair and Maintenance Account

Note: Technician support hourly rates are indicated in the support agreement, but are budgeted as a separate line item. The hourly support fees are billed as they are incurred.

VI. ALTERNATIVES

Alt 1. City Council could recommend that this agreement not be executed and that another service provider be obtained. This would likely result in additional expenditure and revenue lost in order to seek out a qualified service provider.



City of Minot
Minot Airport System
Support Agreement 2025
Support
November 25th, 2024



Scope of Work

The following describes the Systems Support Annual Maintenance Plan to be provided by ArchKey Technologies for Minot Airport located in Minot, North Dakota. This agreement is effective from 1/1/2025 through 12/31/2025.

Description of Work

Genetec Software Support Plan

- The Genetec Advantage software is good for one year, from January 1, 2025, through December 31st, 2025.
- Software support plans cover new versions and software patches, as well as access to Genetec Technical Assistance Centers via ArchKey, certified security specialists.

Included Plan Features from ArchKey Technologies

- ArchKey will plan and complete one version upgrade of your Genetec software per year through the period of this agreement.
- ArchKey will plan and upgrade access control, surveillance, and intrusion firmware as a part of the Genetec version upgrades.
- Scheduling of software upgrade is based on customer availability.

Remote Systems Health Check

ArchKey will perform an inspection of the installed system on an annual basis, as arranged by Minot Airport and ArchKey. The Remote Systems Health Check includes a full evaluation of the security system and is performed remotely by a Security Specialist. The health check consists of the following:

- Remote inspection of every device, a review of the devices in the software, as well as a review of the general health of all components of the ArchKey installed system.
- Remote inspection of all card access readers, cameras (interior and exterior), and servers.
- Critical firmware updates will be made during the health check.
- An analysis of server specifications, utilization, and a vulnerability assessment will also be completed. A report will then be provided with test results and details regarding the system and any recommendations to optimize system performance, stability, and reliability.

Things to Know

- Creating a technical support case with Genetec requires a certified technician. This plan does not include the labor cost of a certified technician.
- ArchKey recommends version upgrades based on deployment experience.
- Some new version upgrades require upgraded versions of Windows, updated server hardware, or updated workstation hardware. ArchKey can recommend hardware, but no new hardware is included as part of this agreement.
- ArchKey ensures proper installation of firmware; however, on rare occasions, complications could arise from the firmware that may result in damage to the device. In these cases, ArchKey will work to restore the device if possible, but replacement may be needed. Any replacement would be the responsibility of the customer.
- ArchKey does not warrant third-party software or firmware against bugs or other deficiencies.

Systems Support Services

For repairs related to the ArchKey installed systems at Minot Airport, contact the Systems Support Team at 763-528-2888 or support@ArchKey.com. Be prepared to describe the issue, the location of the issue, the contact information of the requestor, and any other relevant information needed to assess and make appropriate plans for resolution. Standard hourly rates apply.

Hours of Coverage

Phone and Email Coverage	During standard business hours between 8:00 AM and 5:00 PM Monday through Friday (excluding national holidays)
Technician On-Site Support	Monday through Friday 7:00 AM to 3:30 PM, unless otherwise arranged.
After Hours, Weekend, and Holiday Service	For planned requests

Response Time

The Systems Support team is positioned to serve your ongoing needs by providing the following:

- Guaranteed same day phone or e-mail response during regular business hours for requests initiated to our Systems Support group.
 - Attempting resolution first through phone support or remote system access.
 - Scheduling an on-site technician or specialist, if needed.
- *Non-emergency turnaround time is typically 1-2 business days.*

Timeframe

- January 1, 2025, through December 31, 2025

Investment Summary

ArchKey Technologies will provide all labor and materials required to fulfill the agreement as described in this Scope of Work.

Description	Price
Genetec SMA Software Plan	\$6,728.00
Genetec SMA and Software Upgrades (Qty. 1)	\$1,780.00
Annual Remote Systems Health Check	\$2,857.00
Total	\$11,365.00

2024 Hourly Rates

Classification	Straight Time	Overtime	Double time
Security Technician	\$117.00	\$175.50	\$234.00
Systems Specialist	\$143.00	\$215.50	\$286.00

Terms & Conditions

- This agreement may be terminated by either party by delivering notice of their intent to terminate in writing to the other party at least 30 days before their desired date of termination. Upon receipt of notice of termination, the parties shall not incur any further expense under the contract without first obtaining written consent from the other party to incur such expense
- Should Minot Airport request ArchKey perform any work outside this Scope of Work, the change request shall be made in the form of a written change order from designated client contact. ArchKey shall not be obligated to perform any such additional work until such change order is timely reviewed and approved by ArchKey.
- ArchKey shall not be responsible for system failures or data loss due to lack of maintenance, neglect, network failures, or user inflicted malfunctions.
- Payment will be due no later than thirty (30) days of receipt of ArchKey's invoice.
- All pricing under this Scope of Work remains valid for thirty (30) days.
- Our price includes all known tax, including sales or "other" taxes imposed on the sale of goods or services. Additional "other" taxes, including tariffs in effect, will be added to the price at the time the goods or services are performed. Buyer agrees to reimburse ArchKey for any such tax or provide an acceptable purchasing agent agreement allowing for tax exemption.
- ArchKey Technologies may utilize a third-party vendor ("Vendor") to store and/or send its customer data, including passwords. Acceptance of this Proposal or by ArchKey commencing its work is acceptance to the use of such Vendor and operates to satisfy any notice requirement for the use of such Vendors and waives any agreement between it and its customer, written or oral, that exists now or that may exist in the future that prohibits use of these Vendors. ArchKey disclaims liability for any loss or damage incurred by any entity, individual, or third party as a result of its use of these Vendors.
- Unless acknowledged above, please be advised that this proposal does not include any cost associated with impacts and/or inefficiencies directly or indirectly resulting from the Coronavirus (COVID-19). Impacts and inefficiencies include, but are not limited to, disruption of material supply, shipping/logistics, labor, vaccination and/or testing requirements, and owner or government mandates. The impacts to our price and/or schedule are unknown and outside our control, thus may not be quantifiable. Should these potential impacts result in additional cost or delay, we will revise our proposal to include any price and/or schedule adjustments that may be necessary. We apologize for any inconvenience this may cause.
- Please be advised that this proposal is based on current commodity pricing and market conditions. Volatility of the commodity markets could significantly impact our project costs, as they relate but not limited to, steel, copper, PVC, and fuel. Disruptions of material supply, shipping/logistics, and labor availability can result in unknown and unquantifiable schedule impacts and associated costs. We reserve the right to adjust our pricing and delivery commitments in this proposal if schedule impacts and cost increases cannot be avoided through proactive procurement planning. We apologize for any inconvenience this may cause.

Exclusions

Unless specifically identified in the scope of work, pricing does not include the following:

- Electrical service to all equipment
- Conduit and pathway
- Millwork
- Network equipment, Power over Ethernet devices, and administration
- Lift/Boom Truck Rental, Scaffolding, etc.
- Permits
- Premium time
- Expedited freight

*Electrical equipment and services are available through PEC Solutions. Please contact estimating@pecsolutions.com.

Scope of Work Acceptance

The signature below, by an authorized representative of the City of Minot signifies acceptance of the Scope of Work and authorizes ArchKey to provide the outlined equipment, resources, and services.

ARCHKEY TECHNOLOGIES



Emily Kautzman
Account Manager
218-725-3412
Emily.Kautzman@ArchKey.com

City of Minot

Addendum

Infectious Disease Safe Work Practices

ArchKey Technologies will take the below precautions for infectious disease safe work practices in customer facilities.

1. Minimize Personnel Exposure

- ArchKey Technologies will leverage technology (video, calls, custom software) to manage projects remotely, when possible, to reduce the number of people on-site while providing technical support and ensuring process quality control.

2. Health & Hygiene

- ArchKey Technologies will conduct a daily health screening for all staff entering client facilities.
- Anyone displaying flu-like or Covid-19 symptoms, per the screening, will not report to the site and be encouraged to consult with a healthcare professional. These individuals will not be allowed to return to work until they experience 72 hours free of fever.
- ArchKey Technologies will comply with all customer directed health and hygiene protocols.
- ArchKey Technologies staff will wash hands frequently and maintain good personal hygiene based on CDC guidelines.

3. Personnel Protective Equipment (PPE) and Sanitizing Requirements

In addition to our standard PPE and clothing requirements, ArchKey Technologies requires:

- Gloves and Face Covering/Mask to cover nose, mouth, and hands.
- All PPE will either be disposable or safely stored and sanitized after use.
- Tools and Owner equipment to be sanitized before and after use/contact per shift.
- ArchKey Technologies employees will not share tools, PPE, or other items.

4. Social Distancing

ArchKey Technologies will follow CDC guidelines for social distancing and require staff to:

- Keep a social distance of **at least 6 feet** from others.
- Limit working in congested areas.
- Eliminate the need for signatures.
- Avoid handshakes and other physical contacts.

5. Covid-19 Case Reporting and Return to Work

ArchKey Technologies will notify clients of potential COVID-19 cases and give status updates as information is available. The following ArchKey Technologies COVID-19 safety guidelines are available upon request:

- Health Screening Questionnaire
- Pandemic Control Agreement
- Return to Work Process

For questions or additional information on ArchKey Technologies safety protocols, please contact your Account Representative or ArchKey Systems Support at support@archkey.com or 763-528-2888.



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: December 2, 2024

**SUBJECT: APPROVE BUDGET AMENDMENT FOR USED FIRE ENGINES
UPFITTING EQUIPMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to move the budget from capital equipment to fire operation supplies.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Jenna Zelinski, Comptroller, 701-857-4703
Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

On October 7, City Council approved the Fire Chief to negotiate the purchase of two used engines from Eden Prairie Fire Department and use the additional funding to purchase the necessary loose equipment for the engine to be in service. The list of loose equipment needs includes pieces of equipment that are less than the City of Minot capitalization threshold.

B. Proposed Project

N/A

C. Recommendation Detail

Staff is recommending the City Council approve a budget amendment to utilize the \$70,000 to purchase the loose equipment needed for the engine to be put in-service.

IV. IMPACT

A. Aspirations

The Council aspiration this item meets is Safe & Welcoming as this equipment is necessary to get the used engines into service for the Fire department.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The budget for the used fire engine purchases was originally approved by Council in April 2024 for \$400,000. The Fire Chief was able to negotiate to purchase two used fire engines from the Eden Prairie Fire Department for \$165,000 each, leaving the remaining \$70,000 to be used to upfit the engines.

Project Costs

Loose equipment - \$70,000

Project Funding

The original funding source was general fund cash reserves. The budget amendment attached is to move the budget from the capital equipment fund to the general fund fire operation supplies budget. The loose equipment needs for these two used engines do not meet the City of Minot's capitalization threshold.

VI. ALTERNATIVES

N/A

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO DECREASE THE FIRE CAPITAL EQUIPMENT EXPENDITURES AND INCREASE THE FIRE OPERATION SUPPLIES EXPENDITURES FOR THE PURCHASE OF THE NECESSARY LOOSE EQUIPMENT TO UPFIT THE USED ENGINES.

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

- §1: Amend the 2024 annual budget to decrease the fire capital equipment expenditures and increase the fire operation supplies expenditures for the purchase of the necessary loose equipment to upfit the used engines:

42031000-57500		(\$70,000)
10031000-46101		70,000

- §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: Lance Meyer, City Engineer
John Van Dyke, MPO Executive Director

DATE: December 2, 2024

**SUBJECT: CENTRAL DAKOTA MPO UNIFIED PLANNING WORK PROGRAM
ANNUAL CONTRACT**

I. RECOMMENDED ACTION

It is recommended City Council approve the contract with the NDDOT and authorize the Mayor to sign the contract.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
John Van Dyke, MPO Executive Director, 701-420-4524

III. DESCRIPTION

A. Background

Yearly, the Central Dakota MPO (CDMPO) approves a Unified Planning Work Program (UPWP) which outlines the budget and corresponding projects/programs to be accomplished throughout the year. The UPWP is approved by the CDMPO Policy Board, NDDOT, and FHWA. The UPWP is used to set the local cost share amounts for each member agency associated with CDMPO.

The City of Minot is the sub-recipient of federal funds for CDMPO. This agreement allows the City to handle accounting, auditing, and pay expenses on behalf of the CDMPO using federal funds and local cost share as outlined in the UPWP.

B. Proposed Project

The annual contract with the NDDOT provides Minot as the sub-recipient of the federal funds. A similar contract was executed in early June 2024 for the remainder of 2024. As the new year approaches, a new contract for 2025 must be established.

C. Recommendation Detail

The structure that is currently in place was decided upon by the member

agencies, the CDMPO Policy Board, and Minot City Council. A detailed outline of this structure was approved at the November 18, 2024 Minot City Council meeting. This sub-receipt agreement is a product of the existing structure between the two organizations.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing; Excellent and Connected

B. Service/Delivery Impact:

This contract will continue the partnership between the City of Minot, NDDOT, and CDMPO.

C. Fiscal Impact

This contract is funded with federal funds and local funds budgeted by the member agencies. Below is the breakdown.

Project Costs

Federal Funds (80%): up to \$499,228

Member jurisdictions are responsible for the local cost share (20%) as follows:

Minot: 69%

Ward County: 27%

Burlington: 2%

Surrey: 2%

Project Funding

CDMPO's council-approved budget for 2025

VI. ALTERNATIVES

Alternative 1: Council could request changes to the contract with NDDOT.

Council would have to identify those changes and work with the MPO Executive Director and city staff regarding those changes.

MEMO TO: Ronald J. Henke, P.E.
Director

FROM: Will Hutchings, AICP

DATE: 11/21/2024

SUBJECT: 38241563: Central Dakota MPO 2025 UPWP Contract

MPO UPWP Contracts utilize either a 1-year or 2-year rolling UPWP supplemented with an annual contract. These contracts help us with the subrecipient monitoring requirements of 2 CFR 200. This contract is for calendar year 2025 and utilizes the Central Dakota MPO approved 2025 UPWP.

There is a one-time change in this UPWP Contract to add signature blocks for the Central Dakota MPO to sign this agreement even though the City of Minot is the Subrecipient.

If you have any questions, contact Will Hutchings, Local Government Division, 701-328-6421.

38/wrh

Contract Routing:
Stacey Hanson;
Derek Pfeifer;
Nicole Lagasse;
John Van Dyke, CDMPO Executive Director;
CDMPO Policy Board Chairperson
City of Minot Mayor/President of Commission;
City of Minot witness;
Will Hutchings;
Clint Morgenstern;
Chad Orn;
Stacey Hanson

**North Dakota Department of Transportation
METROPOLITAN PLANNING ORGANIZATION AGREEMENT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No.: 20.205, 20.505

Assistance Listing Title: Highway Planning & Construction, Metropolitan Transportation Planning & State & Non-Metropolitan Planning & Research

Award Name: Federal-Aid Highway Program

Awarding Federal Agency: Federal Highway Administration (FHWA), Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Hutchings, Will Telephone: 701-328-6421

Subrecipient/LPA Name: City of Minot

Subrecipient Unique Entity Identifier (UEI) No.: D33RGAW88JU9

Federal Award Identification No. (FAIN):

Federal Award Date:

Subaward Period of Performance Start & End Date:

Subaward Budget Period Start & End Date:

Amount of Federal Funds Obligated by this action: \$

Total Amount of Federal Funds Obligated to the subrecipient: \$

Total Federal Award: \$

Federal Award Project Description:

Research and Development Activities:

Indirect Cost Rate (ICAP):

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Entity: City of Minot (Central Dakota Metropolitan Planning Organization)

Description: Unified Planning Work Program

Duration: 2025

This agreement is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Minot, hereinafter referred to as the Subrecipient, whose address is 10 3rd Ave SW, Minot, ND 58701.

WHEREAS, Federal Law 23 U.S.C., Section 134, requires that a continuing, comprehensive, and cooperative (3-C) transportation planning process be carried out between state and local governments in urbanized areas, and

WHEREAS, the Subrecipient has been designated by the Governor of North Dakota as the Metropolitan Planning Organization responsible, together with NDDOT, for carrying out the provisions of 23 U.S.C. 134, and

WHEREAS, Section 5303 Federal Transit Administration (FTA) and PL Federal Highway Administration (FHWA) funding, hereinafter referred to as Consolidated Planning Grant (CPG) funds will be administered by NDDOT for the purpose of transportation planning in urbanized areas, and

WHEREAS, the Subrecipient is eligible to receive CPG funds from both FHWA and FTA under 23 U.S.C. 104(f) and 49 U.S.C. 5305(d), and

WHEREAS, the Subrecipient has prepared and approved a Unified Planning Work Program (UPWP) in accordance with the guidelines set forth by the FHWA and FTA for utilization of available CPG funds.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, NDDOT and the Subrecipient agree as follows:

1. **SCOPE OF WORK:** The Subrecipient shall perform, in a satisfactory and timely manner, those tasks and activities as outlined in the Subrecipient's UPWP and approved by NDDOT, FHWA, and FTA, a copy of which is attached hereto and made a part hereof. The Subrecipient shall follow NDDOT policies and procedures, as outlined in the NDDOT Local Government Manual, in the completion of the UPWP and abide by all applicable federal regulations, including 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
2. **PERIOD OF PERFORMANCE:** The period of performance will be from January 1, 2025 to December 31, 2025.
3. **COMPENSATION:**
 - NDDOT shall reimburse the Subrecipient 80 percent of all eligible costs as presented in the budget section of the UPWP, up to a maximum of \$499,228. The Subrecipient shall provide the remaining 20 percent and all cost overruns from non-federal funds. Budget transfers among cost categories shall comply with 2 CFR 200.

- The Subrecipient will make all contract payments. No costs will be incurred by NDDOT for this project. NDDOT will reimburse the Subrecipient for the federal aid eligible amount. Payment will be made upon receipt of the Subrecipient's request for reimbursement.
 - The Subrecipient shall provide monthly billing to NDDOT. To be eligible, costs must be limited to those costs that are allowed under federal regulations (2 CFR 200). Monthly billings will include the submittal of a report documenting the tasks completed in the billing period.
 - All requests for reimbursement must be submitted to NDDOT within 90 days of the period of performance end date of this agreement. NDDOT may take actions as outlined in 2 CFR 200.339, such as withholding payments, pending correction of non-compliance with this agreement. All invoices are subject to audit, at NDDOT's discretion.
 - Payments under this agreement will be made from federal funds obtained through the Infrastructure Investment and Jobs Act of 2021, Public Law 117-58, 23 U.S.C. 104. The Subrecipient is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Subrecipient's failure to comply with federal requirements. Reimbursement will be predicated on availability of federal funds. The Subrecipient further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this agreement, if not eligible for federal funds.
 - All work provided by the Subrecipient under this agreement must be performed to NDDOT's satisfaction and in accordance with all applicable federal, state, and local laws and regulations. The Subrecipient will not receive payment for work found by NDDOT to be unsatisfactory or performed in violation of federal, state, or local law.
4. **CERTIFICATION:** In accordance with 2 CFR 200.415(b), subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of US Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of 2 CFR 200.334.
5. **INDIRECT COST RATE PROVISION:** Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the subrecipient.

- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.
6. **COST PRINCIPLES:** The Subrecipient agrees to follow the cost principles and allowable cost guidelines in accordance with 2 CFR Part 200, Subpart E. The Subrecipient will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.
 7. **FEDERAL FUNDING:** This contract is subject to a financial assistance contract between the state of North Dakota, the Federal Highway Administration, and the USDOT. Federal funds may not be obligated prior to authorization by FHWA.
 8. **TERMS EXTENDING BEYOND BIENNIUM:** Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for NDDOT. In the event of insufficient appropriations, NDDOT may give a minimum of 30 days' notice to terminate this agreement/contract and have no further obligation to the Subrecipient.
 9. **RECORDS AND INSPECTION:** The Subrecipient shall maintain all accounting and project records NDDOT may require. NDDOT and the Federal Government shall at all times be permitted to inspect the work and have access to all books, records, correspondence, instructions, receipts, vouchers, and memorandum pertaining to the work hereunder and copies thereof shall be furnished when requested. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the closure of the consolidated planning grant, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied. The Subrecipient agrees to conduct records retention and access in accordance with 2 CFR Part 200.334-338, as applicable.
 10. **SUBCONTRACTING:** The Subrecipient shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor. If a subcontract is made, the Subrecipient must follow procedures outlined in 2 CFR 200.331.
 11. **SUBCONTRACT PROVISIONS:** The Subrecipient shall include the following statement of financial assistance in any advertisement or invitation to bid for any procurement under this agreement:

"This contract is subject to a financial assistance contract between the state of

North Dakota and the USDOT.”

12. **ASSIGNMENTS:** The Subrecipient shall not assign nor transfer the Subrecipient’s interests or duties under this agreement without the express written consent of the state.

13. **RISK ASSESSMENTS:** The NDDOT conducts pre-award risk assessments prior to issuing a subaward contract. The Subrecipient shall conduct risk assessments of their sub awardees either before or after making the award to determine the appropriate level of monitoring. The contractor shall document its procedures for assessing risk and have them available upon NDDOT request.

14. **RISK BASED MONITORING:**

a. The NDDOT has conducted a risk assessment, as required by 2 CFR 200.332, and has determined the following risk-based monitoring requirements for this award:

- All payments are on a reimbursement basis.
- Require submittal of Title VI pre-authorization paperwork.
- Require submittal of FFATA form.
- Annual Mid-Year Review.
- Require submittal of quarterly progress reports.
- Perform site visit or desk review of select area as deemed necessary.
- Require training in area deemed necessary.

Risk assessments may be repeated throughout the period of performance and monitoring requirements adjusted based on level of risk.

b. In the event of noncompliance or failure to perform, the NDDOT has the authority to apply remedies, in accordance with 2 CFR 200.339, including but not limited to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate and in accordance with 2 CFR 200.332.

15. **PROCUREMENT:** The Subrecipient shall follow the policies and procedures of the state when procuring property and services under a federal award, in accordance with 2 CFR 1201.317.

16. **EQUIPMENT:** The Subrecipient shall follow the policies and procedures of the state with respect to use, management and disposal of equipment acquired under a federal award, in accordance with 2 CFR 1201.313.

17. **PROCUREMENT OF RECOVERED MATERIALS:** In accordance with 2 CFR 200.323, the Subrecipient and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

18. **TERMINATION:**

- a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract;
 - iii. If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by this contract is for any reason denied, revoked, or not renewed;

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- a. NDDOT, by written notice to the Subrecipient, may terminate the whole or any part of this agreement:
 - i. If the Subrecipient fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Subrecipient fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

19. **AMENDMENTS:** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

20. **SEVERABILITY:** If any part of this agreement is determined to be invalid, illegal, or unenforceable, the determination does not affect the validity, legality, or enforceability of any other part of this agreement, and the remaining parts of this agreement shall be carried out by each party.

21. **CLOSEOUT:** NDDOT and the Subrecipient will comply with 2 CFR 200.344 closeout requirements. The contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement. The NDDOT will close out the agreement with the federal awarding agency when it determines that all applicable administrative actions and all required work have been completed and the agreement has reached its period of performance end date.
22. **CIVIL RIGHTS:** Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into, and made a part of this agreement.
23. **NONDISCRIMINATION – COMPLIANCE WITH LAWS:** The Subrecipient agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
24. **AFFIRMATIVE ACTION PROGRAMS:** The Subrecipient and subcontractors shall develop and maintain an affirmative action program, as defined in 49 CFR Part 21 and a Minority Business Enterprise Action Program in accordance with 49 CFR Part 26, as appropriate; to ensure that persons and businesses are not discriminated against because of race, religion, color, national origin, disability, age, sex, political opinions or affiliations, or status with regard to marriage or public assistance, in programs, projects and activities.

Should the Subrecipient fail to comply with any Federal civil rights statute, or any order or regulation issued under such statute, NDDOT shall notify the Subrecipient of the determination and shall direct the Subrecipient to take the action that may be necessary to ensure compliance. If, within a reasonable period of time, after receiving notification the Subrecipient fails or refuses to take action required by the notice, NDDOT shall take action as may be determined to be appropriate, including but not limited to the withholding of payments to the Subrecipient under the agreement in whole or in part.

25. **DISADVANTAGED BUSINESS ENTERPRISE:** In the performance of this agreement, the Subrecipient shall cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practical opportunities to compete for subcontract work under this agreement. The Subrecipient shall comply with the requirements of 49 CFR Part 26.

The Subrecipient shall not discriminate on the basis of race, color national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. seq.)

The Subrecipient will include the following paragraph verbatim in any subcontracts they sign relative to this project:

The Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Subrecipient to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the NDDOT deems appropriate.

26. **PROMPT PAYMENT:** Payment of invoices by the Subrecipient shall be within 20 days of Receipt, as required for NDDOT's DBE program.
27. **DISABILITY:** The Subrecipient shall ensure that no qualified disabled individual, as defined in 29 U.S.C. 794 and 49 C.F.R. Part 27 shall, solely by reason of this disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance under this agreement.
28. **DRUG-FREE WORKPLACE:** The Subrecipient shall comply with the requirements for drug-free workplace, in accordance with 49 CFR 32, Subpart B.
29. **AUDITS:**
- a. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 CFR Part 200, Subpart F. A copy of such audit, covering the term of this agreement, shall be submitted to NDDOT. Entities that expend less than \$1,000,000 in federal funds, in a fiscal year, from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
 - b. The Subrecipient must fill out and submit to NDDOT the Single Audit Certification (SFN60639) and a schedule of federal expenditures for their fiscal year end. The Subrecipient must submit their Single Audit to NDDOT as well as the Federal Audit Clearinghouse. This audit report must be submitted within 30 calendar days after the Subrecipient receives the report from their auditors, or nine months after the end of the audit period, whichever comes first.

30. **CONFLICTS OF INTEREST:** No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.
31. **MANDATORY DISCLOSURES:** An applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 USC 3729-3733). Disclosures shall be in accordance with 2 CFR 200.113.
32. **INDEMNIFICATION:** The Risk Management Appendix, attached, is hereby incorporated, and made a part of this agreement.
33. **PERSONNEL:** The Subrecipient assures that personnel will be available to perform the required services. Such personnel shall not be considered employees of NDDOT for any purpose.
34. **DISCLAIMER:** The Subrecipient must include the following statement in all plans, studies, and reports funded under this contract: "The preparation of this report has been funded in part by the US Department of Transportation, Federal Highway Administration and Federal Transit Administration. The contents of this document reflect the views of the authors who are responsible for the facts or accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the US Department of Transportation. The report does not constitute a standard, specification, or regulation."
35. **COMPLIANCE WITH LAW:** In performance of its obligations under this agreement, the Subrecipient shall comply with and require each of its subcontractors to comply with all applicable provisions of Federal, State, and local laws and regulations. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the State of that or any other provision.

36. **TELECOMMUNICATIONS CERTIFICATION:** By signing this agreement, the Subrecipient certifies, in accordance with 2 CFR 200.216 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232), that it will not obligate or expend grant funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Subrecipient will include this requirement in all subcontracts related to this agreement.
37. **CYBERSECURITY:** The subrecipient shall take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information in accordance with 2 CFR 200.303.
38. **BYRD ANTI-LOBBYING AMENDMENT:** (31 USC 1352) Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
39. **DEBARMENT AND SUSPENSION:** The Subrecipient is advised that their signature on this agreement certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years. For all bids or proposals of third-party contracts and subcontracts, the Subrecipient shall:
- a. Obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200.
 - b. Check the Excluded Parties Listing System (EPLS) at www.sam.gov to ensure the selected vendor or contractor has not been excluded from doing business with the federal government. The Subrecipient shall document the search results and include as part of the third-party contract.
 - c. Add a clause to the subcontract that the subcontractor shall maintain active registration in the System for Award Management at www.sam.gov.
40. **GOVERNING LAW AND VENUE:** Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable federal law and the laws of the state

of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

41. **MERGER AND WAIVER:** This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.
42. **OWNERSHIP OF WORK PRODUCT:** All work products and copyrights of the contract, which result from this contract, are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge. The Subrecipient shall furnish to NDDOT copies of all data and other items prepared or developed as a part of the contract.
43. **NOTICE:** All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

_____	_____
_____	North Dakota Dept. of Transportation
_____	Local Government Division
_____	608 East Boulevard Avenue
_____	Bismarck, ND 58505-0700

44. **ADDITIONAL FEDERAL CLAUSES:** The Contractor must comply with all provisions in Appendix B, which is attached and incorporated by reference herein.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

DATE

SUBRECIPIENT:

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

MPO Approved as to substance by

NAME (TYPE OR PRINT)

SIGNATURE

**

TITLE

DATE

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

DEPUTY DIRECTOR FOR PLANNING (TYPE OR PRINT)

SIGNATURE

DATE

* Mayor/President of Commission
** Policy Board Chairperson

CLA 1029 (Div. 38)
L.D. Approved 10-28-14; 11-24

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the _____ will provide non-federal funds, whose source is identified below, as match for the amount the Subrecipient is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by Subrecipient. Please designate the source(s) of funds in the Subrecipient budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

MPO (TYPE OR PRINT)

Subrecipient of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

MPO Review

*

TITLE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*Mayor/President of Commission
** Policy Board Chairperson

*

TITLE

DATE

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments 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 Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-24



Required Federal Contract Provisions

Buy America requirements – 23 CFR 635.410

- (a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.
- (b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
 - (1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
 - (2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
 - (3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
 - (4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.
- (c)
 - (1) A State may request a waiver of the provisions of this section if:
 - (i) The application of those provisions would be inconsistent with the public interest; or
 - (ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
 - (2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
 - (3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
 - (4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.
 - (5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
 - (6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
 - (7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.
- (d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

Equal Employment Opportunity Clause – 41 CFR 60-1.4(b) and 2 CFR Part 200 Appendix II (C)

41 FR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of executive order 11246 of september 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of executive order 11246 of september 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
- (5) The contractor will furnish all information and reports required by executive order 11246 of september 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order 11246 of september 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order 11246 of september 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of executive order 11246 of september 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or

Appendix B

vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2 CFR Part 200 Appendix II (C)

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

USDOT Disadvantaged Business Enterprise Program Requirements – 49 CFR 26

- (a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

THE RECIPIENT SHALL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, OR SEX IN THE AWARD AND PERFORMANCE OF ANY DOT-ASSISTED CONTRACT OR IN THE ADMINISTRATION OF ITS DBE PROGRAM OR THE REQUIREMENTS OF 49 CFR PART 26. THE RECIPIENT SHALL TAKE ALL NECESSARY AND REASONABLE STEPS UNDER 49 CFR PART 26 TO ENSURE NONDISCRIMINATION IN THE AWARD AND ADMINISTRATION OF DOT-ASSISTED CONTRACTS. THE RECIPIENT'S DBE PROGRAM, AS REQUIRED BY 49 CFR PART 26 AND AS APPROVED BY DOT, IS INCORPORATED BY REFERENCE IN THIS AGREEMENT. IMPLEMENTATION OF THIS PROGRAM IS A LEGAL OBLIGATION AND FAILURE TO CARRY OUT ITS TERMS SHALL BE TREATED AS A VIOLATION OF THIS AGREEMENT. UPON NOTIFICATION TO THE RECIPIENT OF ITS FAILURE TO CARRY OUT ITS APPROVED PROGRAM, THE DEPARTMENT MAY IMPOSE SANCTIONS AS PROVIDED FOR UNDER PART 26 AND MAY, IN APPROPRIATE CASES, REFER THE MATTER FOR ENFORCEMENT UNDER 18 U.S.C. 1001 AND/OR THE PROGRAM FRAUD CIVIL REMEDIES ACT OF 1986 (31 U.S.C. 3801 *ET SEQ.*).

- (b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

THE CONTRACTOR, SUB RECIPIENT OR SUBCONTRACTOR SHALL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, OR SEX IN THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL CARRY OUT APPLICABLE REQUIREMENTS OF 49 CFR PART 26 IN THE AWARD AND ADMINISTRATION OF DOT-ASSISTED CONTRACTS. FAILURE BY THE CONTRACTOR TO CARRY OUT THESE REQUIREMENTS IS A MATERIAL BREACH OF THIS CONTRACT, WHICH MAY RESULT IN THE TERMINATION OF THIS CONTRACT OR SUCH OTHER REMEDY AS THE RECIPIENT DEEMS APPROPRIATE.

Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense

Appendix B

Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Debarment and Suspension - 2 CFR Part 200 Appendix II (I)

- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment - 2 CFR Part 200 Appendix II (J)

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



TO: Mayor Ross
Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: December 2, 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 and approve the budget amendment in the amount of \$53,248 on first reading.

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.

This item was previously approved at the November 4 City council meeting. The agenda item had a budget amendment attached, but language to approve the budget amendment was inadvertently omitted from the recommended action.

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)	\$ -
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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	Contract Information		Work Completed							
Bid Item No.	Description	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) (\$)	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) (\$)
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 POOL PIT (CITY SUPPLIED)	3.00	EA	3,500.00	10,500.00	3.00	10,500.00		10,500.00	100%	-
20	PASS THROUGH POOL 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	5,120.00	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	17,600.00	2.00	17,600.00		17,600.00	100%	-
26	6" GATE VALVE BOX & RISER	2.00	EA	3,600.00	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%	(299.15)
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%	-

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



TO: Mayor Ross
Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: December 2, 2024

**SUBJECT: AMENDMENTS TO CHAPTER 28 STREETS SIDEWALKS AND
PUBLIC GROUNDS (4541) - ROCK IN BOULEVARD AND DRIVEWAY
WIDTHS**

I. RECOMMENDED ACTION

Staff is seeking direction from Council about whether they are open to these proposals and if they would like to see them brought back as formal ordinance amendments for future consideration.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

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

III. DESCRIPTION

A. Background

Chapter 28 of the Code of Ordinances governs activities within the right of way and public grounds. The chapter covers items such as view obstructions, processions and open-air meetings, care and use of the right of way, permitting and licensing, construction, and encroachments. This chapter was wholly overhauled in 2022.

B. Proposed Project

Now that the revised ordinance has been in place for a couple of years, staff have identified areas that could use improvements or minor modifications. These amendments would include:

Rock in the boulevard

- Currently, loose landscaping rock is prohibited in boulevards under Municipal Code Sec. 28-101. - Maintenance of boulevard areas, and in the Land Dev Ordinance - Article 7: Landscaping – 7.1 F 4 & 5.

- Staff proposes that landscaping rock no longer be prohibited. Landscaping rock would be allowed but would be at-risk, similar to how underground sprinkler systems are currently addressed.

Driveway widths – Commercial and Industrial

- Currently, Sec. 28-211. - Requirements for driveways, and City Standard Details indicate a 35' maximum driveway for commercial access and a 40' maximum driveway for industrial access.
- Staff proposes to combine commercial and industrial, thereby increasing the max for commercial to 40' as well.
- Staff also proposes to add an exception for access layouts that are justified by truck traffic type and/or autoturn exhibits.

Driveway widths – Residential

- Currently, Sec. 28-212. - Exception. (c) states that residential driveways shall be "no wider than a maximum of forty (40) feet measured along the property line".
- Staff proposes to revise this to "no wider than a maximum of forty (40) feet *or 50% of the front footage of the lot, whichever is greater*, measured along the property line".

C. Recommendation Detail

These proposed amendments have been reviewed and agreed upon by Engineering, PW Operations, and Planning. Some of the thought process and rationale is as follows.

Rock in the boulevard

While rock in the boulevard is not preferred, it is also not enough of a problem to justify the resources required to enforce the prohibition.

Driveway widths – Commercial

While commercial businesses mainly have passenger-car type traffic, they often receive delivery trucks which need wider driveways. Additionally, there can be unique circumstances on a project by project basis, so implementing an exception would address those.

Driveway widths – Residential

The current ordinance is fairly one size fits all. By revising the maximum width to be a percentage of the front footage, there can be more flexibility for larger properties where wider driveways are less of an operational and aesthetic concern. Any proposed driveway width that exceeds this could still appeal to the Council.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

Staff believes that the proposed amendments would be well received by residents. These amendments also allow the City to focus staff resources on higher priority tasks.

C. Fiscal Impact

There is no current, direct fiscal impact to the City. Wider driveways and rock in the boulevard could increase the cost of future maintenance activities that the City undertakes.

VI. ALTERNATIVES

The current ordinances can remain in place, unchanged.



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: December 2, 2024

SUBJECT: AMEND THE SUBSTANTIAL COMPLETION DATE FOR BROADWAY CIRCLE

I. RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the 3rd Amendment amending the substantial completion date to April 7, 2025.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In February 2024, construction contracts for Mattson Construction and EAPC were reassigned to the City of Minot after being notified the subrecipient was unable to fulfill their obligations to the project. City reserve funds were utilized to fund a portion of the project which also received National Disaster Resilience Competition (NDRC) funding.

B. Proposed Project

A Second Amendment was approved by the council on September 9, 2024 and set December 16, 2024 as the new substantial completion date. Subcontractor coordination, RFI requests, along with delays in receiving certain materials have caused the project to fall behind. The Family Homeless Shelter (Building B) will be 100% completed by December 16, 2024 and be ready for operation. Focus will turn to completing work on Building C. Flooring, plumbing, electrical, painting and the installation of appliances are required to be completed. In addition, there will need to be testing for water pressure and the fire suppression system.

C. Recommendation Detail

Approve the new substantial completion date of April 7, 2025.

IV. IMPACT

A. Aspirations

Affordable housing has been identified as a need within the City of Minot. The completion of this project will not only provide additional housing for the LMI population it will also provide shelter for homeless families. This project meets the Council;s aspiration of being resilient and prepared.

B. Service/Delivery Impact:

Providing additional affordable housing can assist many individuals who may be facing challenges in their life. The Family Homeless Shelter provides a safe place for families who may be struggling. Residents of both the apartments and shelter are able to utilize the food pantry, which is located on the premises.

C. Fiscal Impact

There will be no additional funds required to amend the substantial completion date. Per the AIA contract, assumed by the City in February 2024, there are no liquidated damages outlined in the contract. The contractor is seeking assistance with the cost of the extionsion of the builder's risk insurance.

VI. **ALTERNATIVES**

- 1. Council can approve the amended date for substantial completion. This will allow contractors to complete the work properly to avoid any major problems arising in the future.*
- 2. Council can not approve the amendment for a new substantial completion date. Construction on the project would end December 16, 2024. Any unfinished work would not be completed until direction from the council was approved. Delaying the project would increase the cost of the project. The project would need to be re-bid and new quotes would need to be secured. There could also be potential of an increase in wages once a Davis-Bacon evaluation is completed. A memo would be drafted and sent to HUD and the State Department of Commerce indicating the suspension of construction. Bi-Annual reports are sent to HUD and to the State Department of Commerce reporting the progress of the project as well as tenant information indicating the building is meeting the LMI requirements.*

ID	Task Name	Duration	Start	Finish			Nov 17, '24			Dec 8, '24			Dec 29, '24			Jan 19, '25			Feb 9, '25			Mar 2, '25			Mar 23, '25			Apr 1, '25	
					6	14	22	30	8	16	24	1	9	17	25	2	10	18	26	6	14	22	30	7					
1	Broadway Circle - Building C	94 days	Wed 11/27/24	Mon 4/7/25																									
2	MEP Inwall Rough-in	35 days	Mon 11/25/24	Fri 1/10/25			MEP Inwall Rough-in																						
3	Framing Inspection	1 day	Mon 1/13/25	Mon 1/13/25																									
4	Insulating	5 days	Mon 1/13/25	Fri 1/17/25			Insulating																						
5	Insulation Inspection	1 day	Mon 1/20/25	Mon 1/20/25																									
6	Sheetrock	20 days	Tue 1/21/25	Mon 2/17/25			Sheetrock																						
7	Paint	10 days	Tue 2/18/25	Mon 3/3/25			Paint																						
8	Cabinets, Flooring, Appliances	20 days	Tue 3/4/25	Mon 3/31/25			Cabinets, Flooring, Appliances																						
9	Doors & Frames, Hardware	10 days	Mon 3/17/25	Fri 3/28/25			Doors & Frames, Hardware																						
10	MEP Trim-out	12 days	Thu 3/20/25	Fri 4/4/25			MEP Trim-out																						
11	Substantial Completion	1 day	Mon 4/7/25	Mon 4/7/25																									

Project: Broadway Circle 1
Date: Thu 11/21/24

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress



**THIRD AMENDMENT TO THE BROADWAY CIRCLE CONSTRUCTION CONTRACT,
INITIALLY ENTERED INTO BY AND BETWEEN PROJECT BEE AND MATTSON
CONSTRUCTION COMPANY ON APRIL 26, 2022, AND ASSIGNED FROM PROJECT
BEE TO THE CITY OF MINOT**

THIS THIRD AMENDMENT to the Broadway Circle Construction Contract is made and entered into effective December 2, 2024 ("Amendment Effective Date") and is by and between the City of Minot (City) and Mattson Construction Company (Mattson Construction). Throughout this Amendment, the City and Mattson Construction shall be collectively referred to as "the Parties", and each a "Party".

WHEREAS, the City assumed the majority of Project BEE's rights and obligations under the following Broadway Circle Construction Contract in order to ensure construction and completion of seventeen affordable rental units for low to moderate income (LMI) households and to develop a family homeless shelter with six emergency shelter units for LMI households, hereinafter referred to as the "Broadway Circle Project":

1. AIA Document A101-2017, A Standard Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum entered into on April 26, 2022 by and between Project BEE, and Mattson Construction Company (Contractor) to construct the Broadway Circle Project BEE located at 1901 S. Broadway, Minot, ND 58701 (EAPC Project # 20204441). This document is referred to throughout this Agreement as the "Broadway Circle Construction Contract."; and

WHEREAS, the Parties entered into a First Amendment to the Broadway Circle Construction Contract extending the substantial completion date for the Broadway Circle Project to October 24, 2024 and establishing new contact information for the Owner's Representative; and

WHEREAS, the Parties entered into a Second Amendment to the Broadway Circle Construction Contract extending the substantial completion date for the Broadway Circle Project to December 16, 2024; and

WHEREAS, the Parties desire to now amend the Broadway Circle Construction Contract to extend to Substantial Completion date established in § 3.3.1 of Article 3 (Date of Commencement and Substantial Completion) to April 7, 2025; 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 § 3.3.1 of Article 3 (Date of Commencement and Substantial Completion) in the Broadway Circle Construction Contract establishing the date of substantial completion is hereby deleted and replaced in its entirety with the following:

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work by April 7, 2025.

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 Third Amendment to the Broadway Circle Construction Contract, 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

MATTSON CONSTRUCTION CO.

Mayor

Title:

Date

Date

Attest:

Attest:

City Clerk

Title:

Date

Date

Attest:

Finance Director, City of Minot

Date



Broadway Circle

Time Extension from Dec. 6th, 2024 to Apr. 6th, 2025

Mattson Construction is asking for an additional time extension for Broadway Circle. When we asked for the December 16th extension in back in September, we believed that we could meet that date if everything aligned the way it should have. It did not. We've experienced manpower shortages, material delivery delays, scheduling conflicts and processing change orders and RFIs just to name a few.

The good news is that we are confident we will reach substantial completion on the Family Shelter (building B) by the December 16th deadline. We are just a handful of days away in finishing up what little work is left. As soon as the fire alarm can be tested and passes, we are at substantial completion and can have the Building Department perform a final inspection and issue the certificate of occupancy. We are preparing to turn the homeless shelter over to the city on December 16th.

One final item we need to bring up. It's the builder's risk we need to extend. Because this is a HUD project, we are required to keep it insured for the duration of the project. It will need to be extended from December 6th to April 6th. The cost for the builder's risk extension is \$10,047. We are hoping the city will help us out with this.

In closing, we are confident the time extension we are asking for will be the last one we need. Thank you for your consideration.

A handwritten signature in black ink that reads "Terry Mattson". The signature is written in a cursive style with a large, looped 'M'.

Terry Mattson



TO: Mayor Ross
Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: December 2, 2024

SUBJECT: UTILITY DISTRICT 2025-1 - BOLTON HEIGHTS (4893)

I. RECOMMENDED ACTION

It is recommended City Council pass the following resolution:

1. Create Utility District 2025-1

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

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

III. DESCRIPTION

A. Background

Utility District 2025-1 is a petitioned project located in northwest Minot, west of the US Highway 83 Bypass N, modifying utilities in Bolton Heights 2nd and 4th Additions. The project has been petitioned by the current owners of the parcels, Kodiak Properties LLP and Lakeland Dakota Homes LLC (petition attached). The petitioned area includes all of the parcels and is 100% of the land area in the proposed district, as shown in the attached figure.

Water and sewer services were stubbed to each parcel when this area was initially developed in 2013. The current owners have indicated a desire to replat and rezone the existing R2 twin home lots into standard R1 single family lots. By doing this, half of the existing utility services will not be utilized. The City requires unused utility services, where a building will never be built in the future, to be removed to the main. Unused utility service stubs are a risk to the system. Over time, they can be hit, damaged, begin to leak, etc. Often the City has no way of knowing this because nothing/no one is connected to them to report a problem.

B. Proposed Project

The proposed improvements include removing and capping the unused utility

services at the main, replacing the curb, patching roadway, and other incidental items.

C. Recommendation Detail

The owner has requested the council create the district so they can begin moving forward with the redevelopment process.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

The project will become a City project and will be publicly bid at a later date.

C. Fiscal Impact

The project will be funded with refunding improvement bonds repaid by collecting special assessments against the benefitted lots within the assessment district. The City's policy states the lots will be assessed by the front foot over a 10-year period.

Project Costs

TBD

Project Funding

Refunding Improvement Bonds

VI. ALTERNATIVES

Alternative 1: Council could choose not to create the district. The owners would have to finance the utility modifications on their own.



PETITION FOR SPECIAL ASSESSMENT IMPROVEMENT

TO: City Council
City of Minot, ND

Council Members:

We, the undersigned owners of property abutting the street, avenue, or alley in the City of Minot on which improvement is to be made, as indicated below, do hereby petition the City Council for the following:

Abandonment of water & Sewer Line and Pavement repair
(type of improvement)

Location: Bolton Heights

The work is to be accomplished under the special assessment plan, as provided by law, and paid for by special assessments against benefitting properties and/or with such other financial assistance as may be legally available from other sources.

DATE	SIGNATURE OF OWNER(S)	LEGAL DESCRIPTION OF PROPERTY
10/25/24		2nd Addition
10/25/24	DocuSigned by: Samir Bonomo 8C2B2A034AD48480	Lots 1 A&B through 10 A&B Block 3
10/25/24	DocuSigned by: Samir Bonomo 8C2B2A034AD48480	Lots 1 A&B through 10 A&B Block 9
10/25/24	DocuSigned by: Samir Bonomo 8C2B2A034AD48480	Lots 15 A&B through 17 A&B Block 11
10/25/24		4th Addition
10/25/24	DocuSigned by: Samir Bonomo 8C2B2A034AD48480	Lots 1A&B through 4 A&B Block 12
	Seller's approval is contingent upon	the completed sale from Lakeland Dakota LLC
	to Kodiak Properties LLC.	



PETITION FOR SPECIAL ASSESSMENT IMPROVEMENT

TO: City Council
City of Minot, ND

Council Members:

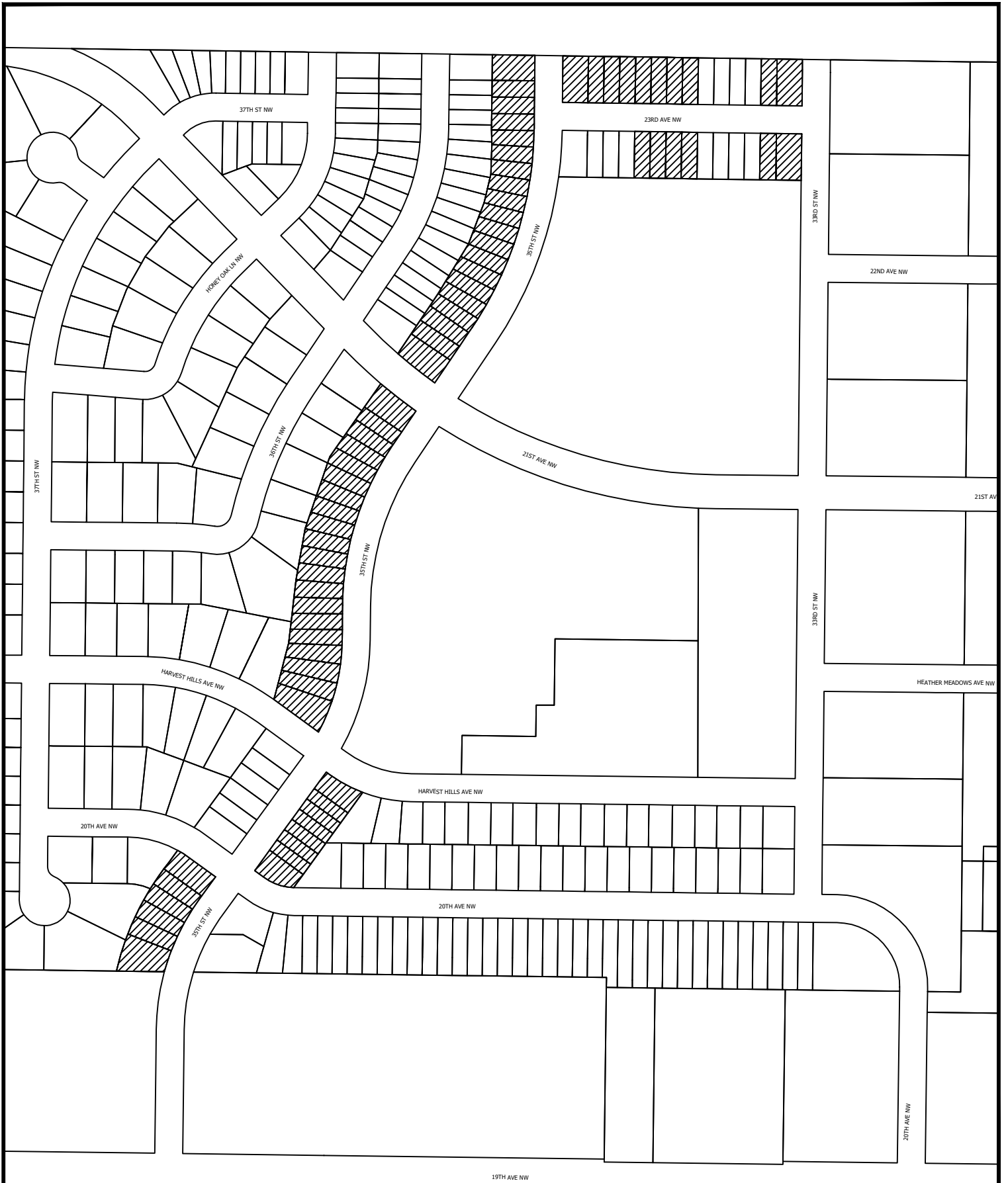
We, the undersigned owners of property abutting the street, avenue, or alley in the City of Minot on which improvement is to be made, as indicated below, do hereby petition the City Council for the following:

Removal of Sewer & Water Laterals.
(type of improvement)

Location: Bolton Heights - 2nd Addition.
Blocks 1, 2.

The work is to be accomplished under the special assessment plan, as provided by law, and paid for by special assessments against benefitting properties and/or with such other financial assistance as may be legally available from other sources.

DATE	SIGNATURE OF OWNER(S)	LEGAL DESCRIPTION OF PROPERTY
10/23/21	Kodiak Property LLP	Lots - 1A thru 4-B - Block - ①
	Dean Keller	Lots 7A-7B Block ①
		Lots - 7A 7B Block ②
		Lots - 3A, 3B, 4A, 4B. Block ②



Utility District 2025-1

 Included Parcels

City of Minot

RESOLUTION NO. XXXX

RESOLUTION CREATING UTILITY DISTRICT 2025-1

BE IT, HEREBY, RESOLVED by the City Council of the City of Minot, North Dakota, that pursuant to the provisions of Chapter 40-22 of the North Dakota Century Code, there is hereby created an improvement district designated as Utility District 2025-1, for the purpose of utility improvements by the processes of water and sewer modifications and incidental construction. After consultation with the City Engineer, as to the properties which will be benefited by the construction of the proposed improvement it is hereby found, determined and declared that said utility improvement district shall include all lots, tracts and parcels of land lying within the following described boundaries:

**BOLTON HEIGHTS 2ND ADDITION LOT 1 A BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 1 B BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 2 A BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 2 B BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 3 A BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 3 B BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 4 A BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 4 B BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 7 A BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 7 B BLOCK 1
BOLTON HEIGHTS 2ND ADDITION LOT 3 A BLOCK 2
BOLTON HEIGHTS 2ND ADDITION LOT 3 B BLOCK 2
BOLTON HEIGHTS 2ND ADDITION LOT 4 A BLOCK 2
BOLTON HEIGHTS 2ND ADDITION LOT 4 B BLOCK 2
BOLTON HEIGHTS 2ND ADDITION LOT 7 A BLOCK 2
BOLTON HEIGHTS 2ND ADDITION LOT 7 B BLOCK 2
BOLTON HEIGHTS 2ND ADDITION LOT 1 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 1 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 2 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 2 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 3 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 3 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 4 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 4 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 5 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 5 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 6 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 6 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 7 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 7 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 8 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 8 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 9 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 9 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 10 A BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 10 B BLOCK 3
BOLTON HEIGHTS 2ND ADDITION LOT 1 A BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 1 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 2 A BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 2 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 3 A BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 3 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 4 A BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 4 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 5 A BLOCK 9**

**BOLTON HEIGHTS 2ND ADDITION LOT 5 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 6 A BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 6 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 7 A BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 7 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 8 A BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 8 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 9 A BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 9 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 10 A BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 10 B BLOCK 9
BOLTON HEIGHTS 2ND ADDITION LOT 15 A BLOCK 11
BOLTON HEIGHTS 2ND ADDITION LOT 15 B BLOCK 11
BOLTON HEIGHTS 2ND ADDITION LOT 16 A BLOCK 11
BOLTON HEIGHTS 2ND ADDITION LOT 16 B BLOCK 11
BOLTON HEIGHTS 2ND ADDITION LOT 17 A BLOCK 11
BOLTON HEIGHTS 2ND ADDITION LOT 17 B BLOCK 11
BOLTON HEIGHTS 4TH ADDITION LOT 1 A
BOLTON HEIGHTS 4TH ADDITION LOT 1 B
BOLTON HEIGHTS 4TH ADDITION LOT 2 A
BOLTON HEIGHTS 4TH ADDITION LOT 2 B
BOLTON HEIGHTS 4TH ADDITION LOT 3 A
BOLTON HEIGHTS 4TH ADDITION LOT 3 B
BOLTON HEIGHTS 4TH ADDITION LOT 4 A
BOLTON HEIGHTS 4TH ADDITION LOT 4 B**

Passed and adopted this 2nd day of December, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Elly DesLauriers
Minot Park District Executive Director

DATE: December 2, 2024

**SUBJECT: PARK DISTRICT 1/2 CENT SALES TAX - RESOLUTION, ORDINANCE,
BALLOT LANGUAGE**

I. RECOMMENDED ACTION

If Council supports scheduling a special election on June 3, 2025, for the electorate to consider whether to impose a one-half (1/2) cent sales tax dedicated to the Minot Park District as proposed, City staff recommends the following motion:

1. Pass the attached ordinance on first reading;
2. Approve the attached ballot language; and
3. Approve the attached resolution calling for a special election to be held on June 3, 2025 for the electorate to consider the question posed in the ballot language approved in item 2.

Note: The resolution scheduling a special election requires a supermajority vote of the Council (5/7 votes) in order to pass. See Minot City Ordinances 2-21 and 11 ½-6.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Minot Park District is asking the City of Minot to call a special election on June 3, 2025, for the electorate to consider approving a 1/2 cent sales tax to be dedicated to the Minot Park District to finance and construct a new indoor turf facility and provide general funds for the operation of the Minot Park District.

If the 1/2 cent sales tax is approved by the electorate, the Minot Park District is agreeable to reducing the property tax assessment cap on its general fund mills from 38 mills to 26 mills until June 30, 2045 (20 years). The 1/2 cent sales tax 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.

This proposal was initially presented by the Minot Park District to the City Council at a special joint meeting with the City Council and Minot Park Board on November 12. The Council considered the proposal at its regular meeting on November 18 and amended the proposed election date to June 10, 2024. Minot Park Board employees reached out to Ward County, and determined that June 3, 2025, would be a better election date due to conflicts on June 10th. The Minot Park Board also approved amending their proposal to include a 20-year cap on their mill levy as opposed to the original 5-year cap. The attached documents reflect the Minot Park Board's amended proposal.

B. Proposed Project

The Minot Park District is proposing constructing a field house to be located at the site of the MAYSA Arena. Indoor turf was ranked as the biggest community need through the 2022 indoor facility study completed by the district. The fieldhouse would provide an open space for open free play, which also scored high as a priority in our community. A portion of the ½ cent sales tax would go towards a bond payment for 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 twenty years.

C. Recommendation Detail

The Minot Park District assessed the needs of the community with a focus on indoor recreation in 2022. As mentioned in paragraph B, indoor turf was the highest-ranking need among user groups and community forums. Once the Field House project was identified, the district began to research funding options. In researching, the ½ cent sales tax would be a viable option to include a bond payment for a turf facility, provide general funds for the Minot Park operations and future capital projects, and allow the Minot Park District to reduce its property tax assessment. The Minot Park District is asking the Minot City Council to call a special election on June 3, 2025, for the electorate to weigh in on whether the City Council should adopt the 1/2 cent sales tax.

IV. IMPACT

A. Aspirations

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 cent sales tax we can lower the Minot Parks general fund portion of the property tax by 40% as well as continue to improve the quality of life in our area through a new fieldhouse and continue 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.

C. Fiscal Impact

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 20 years. 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.



ORDINANCE NO. 6028

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 twenty (20) years, which cap shall sunset June 30, 2045, 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 twenty (20) 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 ($\frac{1}{2}\%$) 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 $\frac{1}{2}$ -145. Gross receipts of alcoholic beverages.

This article recognizes enactment of new provisions under chapter 28 $\frac{1}{2}$, 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ -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 $\frac{1}{2}$ -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 $\frac{1}{2}$ -148. Dedication of tax proceeds.

The proceeds of the one-half percent ($\frac{1}{2}\%$) 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 twenty (20) 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 October 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 on Tuesday, June 3 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



**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, as amended by the Minot City Council at its regular meeting held on December 2, 2024, a Special Election shall be held in the City of Minot on June 3, 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 JUNE 10, 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. 6028 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 June 10, 2025 pursuant to Section 11½ -6 of the Minot Code of Ordinances; and

WHEREAS, the Board of the District has requested that the City Ordinance No. 6028 be revised to call for 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 twenty (20) years, which cap shall sunset June 30, 2045, and that the date for the special election to be held on June 3, 2025; and

WHEREAS, the Minot City Council at its December 2, 2024 meeting, moved to adopt the District's requested changes to 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 June 3, 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 June 3, 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 (June 3 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 June 3, 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 June 3, 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 June 3, 2025.

Passed and adopted this 2nd day of December, 2024.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor

NOTICE OF BALLOT MEASURE

At a special election on Tuesday, June 3, 2025, the following proposed amendment to the Minot Code of Ordinances will be placed on the ballot:

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 dedicate 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, 2045. 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



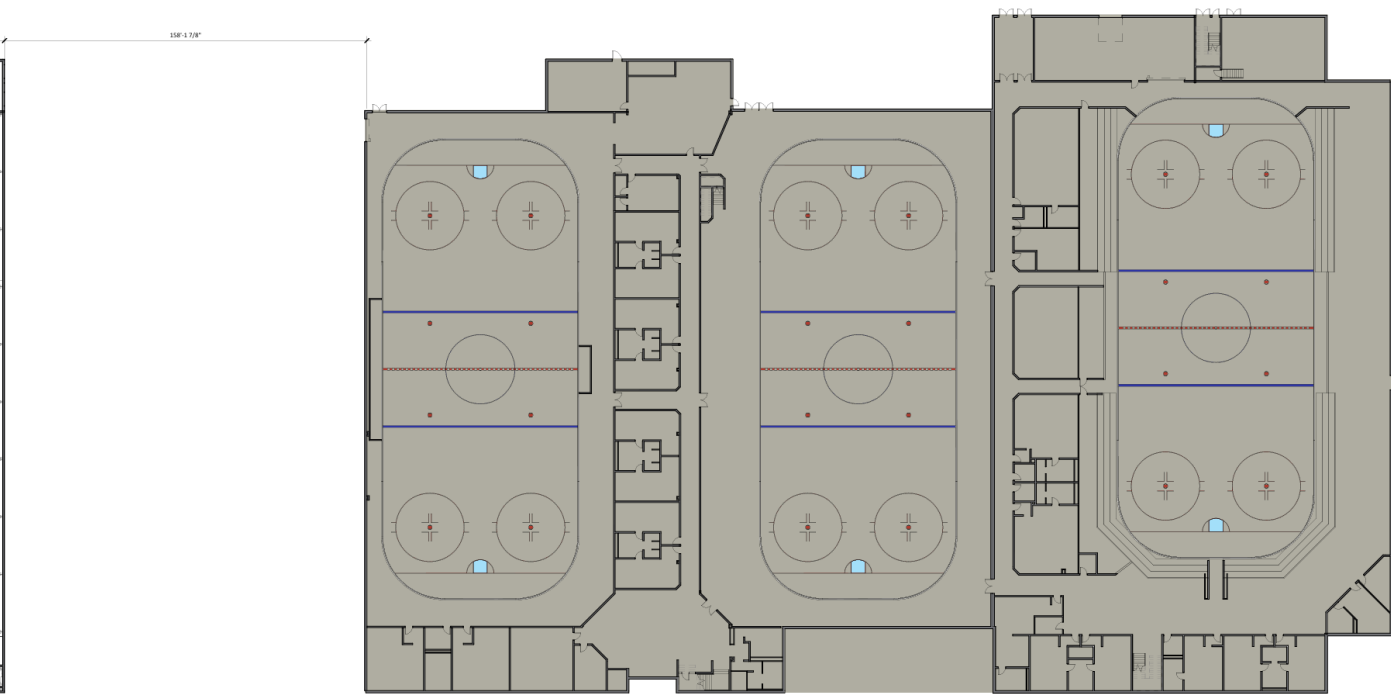
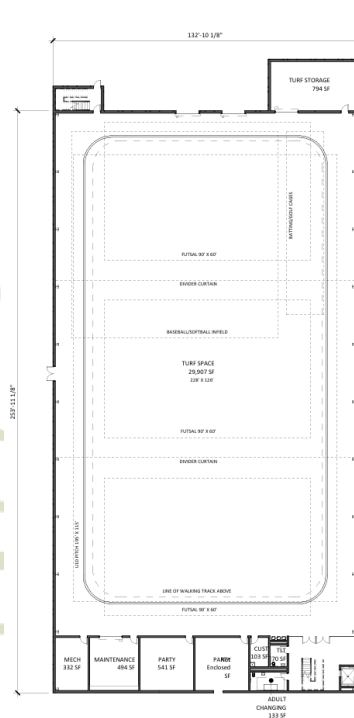
PUBLIC FORUM

- 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.





MAPPING THE FUTURE



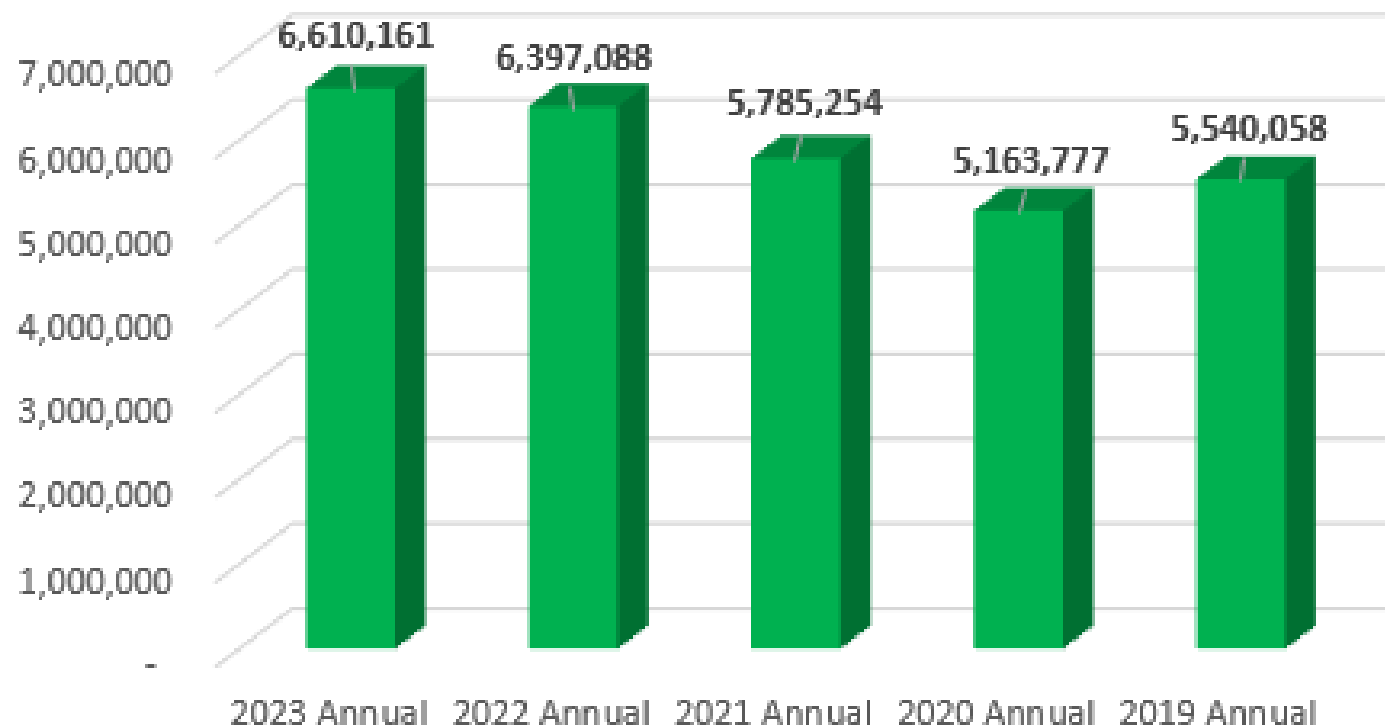
Mapping the Future





SALES TAX COLLECTION

1/2 Cent 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

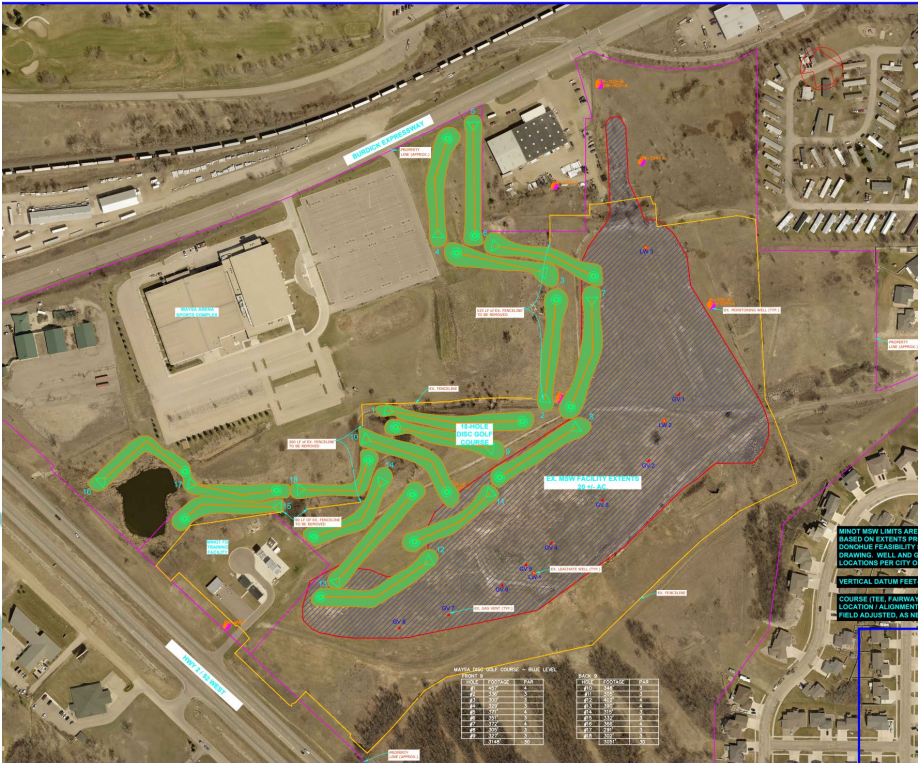


FUTURE PROJECTS

CORBETT FIELD



SUPERFUND SITE



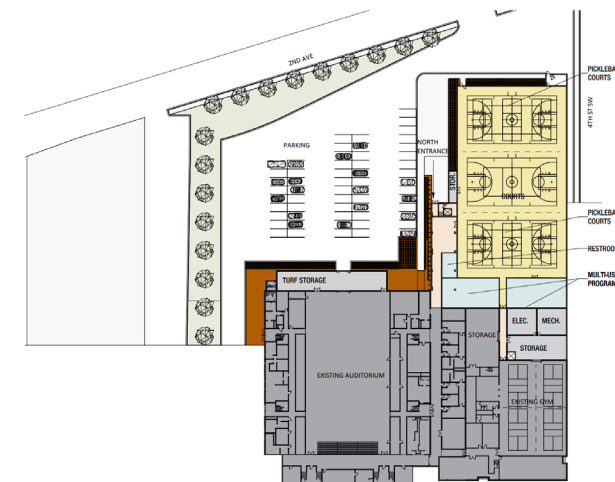


FUTURE PROJECTS

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

DATE: December 2, 2024

SUBJECT: BROADWAY CIRCLE RFP

I. RECOMMENDED ACTION

Provide staff with direction on how to proceed with obtaining a qualified entity to lease and manage the Broadway Circle Property.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In February of 2024, The City of Minot terminated the subrecipient agreement with Project BEE, reassigning all contracts to the City. This project, known as "Broadway Circle", consists of a Family Homeless Shelter, a seventeen (17) unit low to moderate (LMI) apartment complex along with three (3) commercial ready suites.

A council approved RFP was released on August 26, 2024 seeking responses from organizations or individuals who would be interested in running the property. Those interested in submitting a proposal were encouraged to present offers including payment options along with company information. Responses to the RFP were due on October 24, 2024. The RFP yielded one response from a property management company who was interested in managing the apartment complex only. No responses were received to run the homeless shelter or manage the retail spaces.

The following feedback was received from an area non-profit as to the reason for their lack of submission:

" , Between the property tax liability for such a massive piece of property paired with the property insurance needed to adequately cover the facilities, the math just doesn't work for us. Those two things alone would be upwards of \$180,000 per year, and we haven't even touched costs related to a lease payment, utilities, operations of the shelter, or property maintenance. I was also

disappointed to hear that lease negotiations were taking place with restaurant now rather than waiting for the new partner to be selected. It really ties the hands of the new partner by locking them into something for the next five years."

In addition, a private investor was looking at the property and here is some feedback they provided:

"I am very interested, unfortunately, with the low rents and the extremely high property taxes, there doesn't seem to be enough cash flow and that doesn't take in the consideration of taking on the homeless shelter part."

There will be an amendment to extend the substantial completion date to April 7, 2025, presented for council approval at the December 2, 2024, meeting. This extension would allow for the completion of LMI apartment complex. The Family Homeless Shelter will be completed by December 16, 2024, and will be ready to be occupied soon after.

IV. IMPACT

A. Aspirations

Opening the family homeless shelter and creating more affordable housing meets the Council's aspiration of being prepared and resilient.

B. Service/Delivery Impact:

The stressors of daily life and situations out of one's control can contribute to the well-being of an individual or family. Providing a safe shelter will allow families the chance to re-establish their lives. The LMI apartment complex provides those the opportunity for affordable housing. In addition, the services provided at the food pantry, located on the premises, is another resource available to these residents.

C. Fiscal Impact

The project was funded by a National Disaster Resilience (NDR) grant. As a result of the misappropriation of funds by the former Executive Director, city reserve funds were used to assist in the completion of the project.

After completion, the True and Full value of Broadway Circle Addition Lot 1 Block 1 (Buildings A and B) is \$3,2500,000 with an estimated tax of \$59,300.

Since the City owns the parcel, it is currently assessed the only portion that is taxable is the lease to the restaurant. The 2024 taxes on that parcel will be roughly \$5023.87.

If a non-profit were to lease the property from the City and then operate the shelter as a group home not charging rent, and the food pantry stayed the same and the only portion that was leased for profit

would be the restaurant, then the taxes would be the same as they are currently assessed. The non-profit needs to make sure that they are a 501c.3. and be in good standing with the ND Secretary of State's office.

After completion, the True and Full Value of Broadway Circle Addition Lot 2 Block 1 (LMI Apartment Complex) is \$1,800,000 with an estimated tax of \$32,900.

This property will have a 20-year affordability period when completed. During this period, 100% of the apartments must be rented to LMI individuals. The council could allow a LURA to be placed on the property, which would reduce the amount of taxes collected. Similar agreements have been granted to other properties that have used CDBG funds for construction.

VI. ALTERNATIVES

1. Release another RFP outlining the tax breaks and savings on the property.
2. Approve LURA for the apartment complex which will lower the taxes.
3. Hire a property manager to manage and run the apartment complex. This would include collecting rent, maintenance, reviewing applications to ensure compliance with LMI requirements.